



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, March 23, 2026

5:00 p.m.

Physical access to the meeting location
will be available 30 minutes prior to the meeting.

Mayor
Joe Pizzillo

Vice Mayor
Brannon Hampton

Councilmember
Wally Campbell

Councilmember
Laura Kaino

Councilwoman
Vicki Gillis

Councilmember
Benita Beckles

Councilmember
Trey Terry

PUBLIC 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. 2025-2441.



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/cityofgoodyear/videos>

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER BECKLES

APPOINTMENTS

**1. APPOINTMENT TO CITY BOARDS, COMMISSIONS AND COMMITTEES
RECOMMENDATION**

Approve the appointment to the Planning & Zoning Commission as recommended by the Council Subcommittee on City Boards, Commissions and Committees. (Jasmine Pernicano, City Clerk)

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

**2. APPROVAL OF MINUTES
RECOMMENDATION**

Approve the March 2, 2026 Regular Meeting draft minutes and March 6, 2026 Special Meeting draft minutes. (Jasmine Pernicano, City Clerk)

**3. APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR MAGDALENA STEAK
RECOMMENDATION**

Recommend approval of Application No. 381873 to the Arizona Department of Liquor Licenses and Control (DLLC) for a Series 12 (Restaurant) liquor license for Magdalena Steak located at 1845 N. Globe Dr., Suite 108, Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

**4. APPROVAL OF BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY
RECOMMENDATION**

Approval of budget amendments, related expenditure authority, and the administrative award authority for expenditures exceeding \$500,000. (Ryan Bittle, Finance Manager)

5. **APPROVAL OF BULK WATER AGREEMENT WITH LIBERTY UTILITIES
RECOMMENDATION**

Approve the Bulk Water Agreement with Liberty Utilities and providing authorization and direction to the City Manager, or their designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Anthony Dudley, Interim Water Services Director)

6. **APPROVAL OF INTERGOVERNMENTAL AGREEMENT (IGA) TO PARTICIPATE IN THE
WEST VALLEY MOBILE FIELD FORCE TEAM (MFFT)
RECOMMENDATION**

Approval of an IGA with multiple west valley cities to participate in the West Valley MFFT and providing authorization and direction to the City Manager, or their designee, to take actions and execute documents necessary to carry out the intent of the IGA. (Brian Issitt, Chief of Police)

7. **APPROVAL OF INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE STATE OF
ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR INTELLIGENT
TRANSPORTATION SYSTEMS DILEMMA ZONE PROTECTION EQUIPMENT
RECOMMENDATION**

Approve the IGA with ADOT for funding, purchasing and installation of ITS Dilemma Zone Protection Equipment and providing authorization and direction to the Mayor, or their designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Hugh Bigalk, City Traffic Engineer)

8. **RESOLUTION AUTHORIZING ACQUISITIONS OF REAL AND PERSONAL PROPERTY
INTERESTS NEEDED FOR THE ESTRELLA PARKWAY AND SPRING DRIVE TRAFFIC
SIGNAL IMPROVEMENTS PROJECT (CIP #42101)
RECOMMENDATION**

ADOPT RESOLUTION NO. 2026-2513 AUTHORIZING THE ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE ESTRELLA PARKWAY AND SPRING DRIVE TRAFFIC SIGNAL IMPROVEMENT PROJECT. (Kimberly Romero, Real Estate Supervisor)

9. **RESOLUTION AUTHORIZING THE SUBMISSION OF A DEPARTMENT OF HOMELAND
SECURITY GRANT APPLICATION
RECOMMENDATION**

ADOPT RESOLUTION NO. 2026-2514 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FY2026 PHOENIX URBAN AREA SECURITY GRANT FUNDS FOR \$391,000, FOR THE GOODYEAR POLICE DEPARTMENT, TO PURCHASE NIGHT VISION DEVICES, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE ALL DOCUMENTS RELATING TO THE GRANT APPLICATION AND GRANT AWARD, AND AUTHORIZING A BUDGET TRANSFER TO ALLOW FOR EXPENDITURE OF THE GRANT (IF GRANT FUNDS ARE AWARDED). (Brian Issitt, Chief of Police)

10. **RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF JUSTICE (DOJ) FOR A CRIME GUN INTELLIGENCE CENTER (CGIC).**

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2515 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FY2025 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION GRANT FUNDS FOR \$441,884, FOR THE GOODYEAR POLICE DEPARTMENT, TO PURCHASE A MATCHPOINT ANALYSIS STATION, BRASSTRAX ACQUISITION STATION, AND A PAG800 STEREO ZOOM MICROSCOPE TO ESTABLISH A CRIME GUN INTELLIGENCE CENTER, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE ALL DOCUMENTS RELATING TO THE GRANT APPLICATION AND GRANT AWARD, AND AUTHORIZING A BUDGET TRANSFER TO ALLOW FOR EXPENDITURE OF THE GRANT (IF GRANT FUNDS ARE AWARDED). (Brian Issitt, Chief of Police)

11. **RESOLUTION AUTHORIZING THE SUBMISSION OF THREE GRANT APPLICATIONS TO THE DEPARTMENT OF HOMELAND SECURITY (DHS) FOR FISCAL YEAR (FY) 2026 PHOENIX URBAN AREA SECURITY INITIATIVES (UASI) GRANT FUNDING**

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2516 AUTHORIZING THE SUBMISSION OF THREE APPLICATIONS FOR FY2026 PHOENIX URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM FUNDS, FOR THE GOODYEAR POLICE DEPARTMENT, TO THE DEPARTMENT OF HOMELAND SECURITY, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, TO EXECUTE THE GRANT AGREEMENTS AND APPROVE THE REQUIRED BUDGET TRANSFERS (IF GRANT FUNDS ARE AWARDED). (Brian Issitt, Chief of Police)

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

12. **SECOND HEARING FOR THE ANNEXATION OF LIBERTY ELEMENTARY SCHOOL DISTRICT NO. 25**

RECOMMENDATION

ADOPT ORDINANCE NO. 2026-1645, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 16.25 ACRES OF PROPERTY GENERALLY LOCATED ALONG W. LOWER BUCKEYE ROAD, EAST OF S. PERRYVILLE ROAD, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR. (Guadalupe Ortiz Cortez, Principal Planner)

BUSINESS

13. **APPROVAL OF FISCAL YEAR (FY) 2027 ANNUAL PUBLIC ART PLAN
RECOMMENDATION**

Approve the FY2027 Annual Public Art Plan as recommended by the Goodyear Arts and Culture Commission. (Layne Ruiz, Arts and Culture Coordinator)

14. **ORDINANCES ADOPTING THE 2024 INTERNATIONAL TECHNICAL BUILDING CODE
AND 2024 INTERNATIONAL FIRE CODE
RECOMMENDATION**

ADOPT ORDINANCE NO. 2026-1646 AMENDING SECTION 9-1-1 (ADOPTION BY REFERENCE) OF ARTICLE 9-1 (TECHNICAL CODES) OF CHAPTER 9 (BUILDINGS AND BUILDING REGULATIONS) OF THE GOODYEAR CITY CODE. and

ADOPT ORDINANCE NO. 2026-1647 AMENDING SECTION 5-2-1 (INTERNATIONAL FIRE CODE ADOPTED) OF ARTICLE 5-2 OF CHAPTER 5 (FIRE DEPARTMENT) OF THE GOODYEAR CITY CODE. (Katie Wilken, Development Services Director; Cheryl Mullis, Chief Building Official)

15. **SALT RIVER PROJECT (SRP) NON-RESIDENTIAL LAWN CONVERSION PROGRAM
ASSISTANCE AGREEMENT
RECOMMENDATION**

Approve SRP Non-Residential Lawn Conversion Program Assistance Agreement and provide authorization and direction to the City Manager, or their designee, to take actions and execute documents necessary to carry out the intent of the Agreement. (Anthony Dudley, Interim Water Services Director)

INFORMATION ITEMS

Comments, commendations, reports on current events and presentations by Mayor, Councilmembers, or the City Manager. 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, city staffing updates, update on legislative issues, clarification on items being requested by Council, and Manager's update on Council related matters.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

April 6, 2026

Council Meeting

1:00 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 3/18/2026 at 4:58 p.m. by AG.

ITEM #: 1.
DATE: 03/23/2026
AI #:3101



CITY COUNCIL ACTION REPORT

**SUBJECT: APPOINTMENT TO CITY BOARDS, COMMISSIONS
AND COMMITTEES**

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

OTHER PRESENTER(S):

SUMMARY

This item requests Council approval of the recommendations of the Council Subcommittee on City Boards, Commissions and Committees, which is charged with reviewing, interviewing, and making recommendations for appointments to fill a vacancy on City boards, commissions, and committees.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the appointment to the Planning & Zoning Commission as recommended by the Council Subcommittee on City Boards, Commissions and Committees. (Jasmine Pernicano, City Clerk)

FISCAL IMPACT

There is no direct fiscal impact associated with this appointment.

BACKGROUND AND PREVIOUS ACTIONS

The City Council Subcommittee on City Boards, Commissions and Committees is charged with reviewing, interviewing, and making recommendations to City Council regarding appointments to fill vacancies and re-appointments to City Boards, Commissions, and Committees.

The City Council Subcommittee met on December 1, 2025. After reviewing applications and conducting interviews, the Subcommittee recommended that staff evaluate alternate member positions for the Planning & Zoning Commission and voted to appoint Monica Lee as an alternate member once the position is created. Since that time, Commissioner Ernie Nepomuceno has resigned, creating a vacancy on the Commission that may now be filled.

STAFF ANALYSIS

The recommendations of the City Council Subcommittee are as follows:

PLANNING & ZONING COMMISSION:

NAME	BEGINS	EXPIRES
Monica Lee (completing unexpired term)	03/23/2026	06/10/2027

Ernie Nepomuceno submitted his resignation effective January 31, 2026; his current term was scheduled to expire on June 10, 2027. Commission member terms are determined by the commission's bylaws or by the timing of available positions.

ITEM #: 2.
DATE: 03/23/2026
AI #:3204



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the March 2, 2026 Regular Meeting draft minutes and March 6, 2026 Special Meeting draft minutes. (Jasmine Pernicano, City Clerk)

Attachments

Draft Minutes 2026-03-02 Regular Meeting

Draft Minutes 2026-03-06 Special Meeting

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



Monday, March 2, 2026

5:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 5:00 p.m.

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER KAINO

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

Mary Kay Utecht, Goodyear resident, expressed concerns with timing of projects including the recruitment for City Manager and other leadership positions.

Jill Burnham, Goodyear resident, expressed concerns with the City Manager recruitment timeline and community input for the position.

Shanna Perry, Goodyear resident, spoke regarding air pollution stemming from Real Alloy. In response, Mayor Pizzillo requested from Wynette Reed, City Manager, to obtain data on regulations and what the authority of Council and the city is.

CONSENT

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Trey Terry to APPROVE Consent Agenda items 1 through 6. The motion carried as follows:

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

Passed - Unanimously

1. **APPROVAL OF MINUTES**

Approve the February 23, 2026 Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

2. **APPROVAL OF BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY**

RECOMMENDATION

Approval of budget amendments, related expenditure authority, and the administrative award authority for expenditures exceeding \$500,000. (Ryan Bittle, Finance Manager)

3. **APPROVAL OF GRANT PASS-THRU AGREEMENT WITH CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDS**

RECOMMENDATION

Approve a Grant Pass-Thru Agreement (Attachment A) with City of Phoenix for FTA Section 5310 Grant funds and authorize the City Manager, or their designee, to execute and administer the grant agreement. (Christine McMurdy, Project Management Coordinator)

4. **RESOLUTION APPROVING THE CITY OF GOODYEAR TITLE VI IMPLEMENTATION PLAN UPDATE**

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2510 APPROVING AND ADOPTING THE CITY OF GOODYEAR TITLE VI IMPLEMENTATION PLAN DATED JANUARY 2025. (Christine McMurdy, Project Management Coordinator)

5. **RESOLUTION SUPPORTING THE MUNICIPAL SPONSORSHIP FOR 2026 GILA RIVER INDIAN COMMUNITY REVENUE SHARING GRANT PROPOSALS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2511 SUPPORTING THE SUBMISSION OF 2026 GRANT APPLICATIONS BY ALICE COOPER'S SOLID ROCK TEEN CENTERS, LAS BRISAS ACADEMY PARENT TEACHER ORGANIZATION, NEW LIFE CENTER, ONE-N-TEN, AND SOUNDS OF AUTISM, TO THE GILA RIVER INDIAN COMMUNITY AND AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO ACCEPT AND ADMINISTER SUBSEQUENT AWARDED FUNDS, AND ANY AMENDMENTS THERETO, AS A PASS-THROUGH GRANT. (Christina Panaitescu, Community Partnerships Program Manager)

6. **RESOLUTION AUTHORIZING THE 2026 GILA RIVER INDIAN COMMUNITY REVENUE SHARING GRANT PROPOSALS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2512 AUTHORIZING THE SUBMISSION OF THREE PUBLIC SAFETY APPLICATIONS FOR 2026 STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Christina Panaitescu, Community Partnerships Program Manager)

BUSINESS

7. ROAD SAFETY ACTION PLAN UPDATE

Steve Scinto, Director of Engineering, introduced the presentation and noted it provided an update on the Road Safety Action Plan. He stated staff plans to return to Council at a future Work Session with additional information. Mr. Scinto then turned the presentation over to Erik Cesek, Assistant City Traffic Engineer, and Marta Gerber, Road Safety Engineer with Stanley Consultants.

Mr. Cesek provided an overview of the project and reviewed the background of the Road Safety Action Plan before turning the presentation over to Ms. Gerber. Ms. Gerber outlined the plan, which is guided by the Safe System Approach. She reviewed the project timeline, preliminary crash analysis, demonstration project, public engagement efforts, and next steps. Mr. Cesek concluded the presentation by highlighting the overall goal of the Road Safety Action Plan.

Council expressed support for the plan and the ability to provide feedback at a future Work Session. Council discussed bicyclists, left-hand turns, speeding, the demonstration project, and strategies to maintain safe city streets.

In response to Council inquiry, Mr. Cesek clarified that Estrella Parkway was part of the crash analysis, traffic lanes would not be reduced in bike zones, and he explained the paint used in conflict zones along with ways for residents to provide feedback. Mr. Scinto confirmed the city is exploring options to extend left-turn lanes.

No formal action was taken.

COMMUNICATIONS

8. PROCLAMATION RECOGNIZING CITY MANAGER WYNETTE REED FOR OUTSTANDING PUBLIC SERVICE

Mayor Pizzillo presented a proclamation and plaque recognizing Wynette Reed, City Manager, on her retirement on March 6, 2026, and honoring her 39 years of public service, including 14 years with the City of Goodyear.

Janet Hidalgo, Assistant to the Mayor, read the proclamation on behalf of Mayor Pizzillo, and called for a video to be played.

Ms. Reed thanked the Council and employees for their support and continued dedication to the city.

Councilwoman Gillis thanked the residents who spoke during public comment and discussed the technical difficulties during the February 23 Council meeting.

Council expressed appreciation to Wynette Reed for her leadership and service to the city during a period of significant growth, recognizing her work in economic development and her engagement with staff across the organization. Council also acknowledged the strong leadership team developed during her tenure and wished her well in retirement.

INFORMATION ITEMS

Council reported on Spring training and opening day of Little League.

Wynette Reed, City Manager, provided an update on the Little League opening day with over 1,000 kids participating.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

March 9, 2026

Council Meeting

5:00 p.m.

EXECUTIVE SESSION

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

9. Pursuant to A.R.S. §38-431.03(A)(3): For legal advice and consultation with the city's attorneys regarding the modification of Designation of Assured Water Supply (DAWS); impact of DAWS on water services in Rainbow Valley; and legal analysis of Bureau of Reclamations Draft Environmental Impact Statement.

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

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

Passed - Unanimously

Council moved into Executive Session at 6:06 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 6:25 p.m.

RECONVENE REGULAR MEETING

Mayor Pizzillo reconvened the Regular Meeting at 6:25 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:26 p.m.

Jasmine Pernicano, 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 March 2, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2026.

SEAL:

Jasmine Pernicano, City Clerk

City Council Special Meeting

City Hall - Civic Square Conference Room (4th Floor)
1900 N. Civic Square
Goodyear, AZ 85395



Friday, March 6, 2026

8:00 a.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 8:06 a.m.

ROLL CALL

Present: Mayor Joe Pizzillo; Vice Mayor Brannon Hampton; Councilmember Wally Campbell; Councilmember Laura Kaino; Councilwoman Vicki Gillis; Councilmember Trey Terry

Absent: Councilmember Benita Beckles

Staff Present: Deputy City Attorney Sarah Chilton; City Clerk Jasmine Pernicano

MOTION BY Councilmember Trey Terry, SECONDED BY Vice Mayor Brannon Hampton to EXCUSE Councilmember Beckles. The motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Brannon Hampton, Councilmember Wally Campbell, Councilmember Laura Kaino, Councilwoman Vicki Gillis, Councilmember Trey Terry

Passed - Unanimously

BUSINESS

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

1. Pursuant to A.R.S. §38-431.03(A)(1), the City Council will meet for the purpose of discussion and consideration of personnel matters related to the City Manager position and recruitment.

MOTION BY Councilwoman Vicki Gillis, SECONDED BY Councilmember Laura Kaino to CONVENE an Executive Session. The motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Brannon Hampton, Councilmember Wally Campbell, Councilmember Laura Kaino, Councilwoman Vicki Gillis, Councilmember Trey Terry

Passed - Unanimously

Council moved into Executive Session at 8:07 a.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 4:45 p.m.

RECONVENE SPECIAL MEETING

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 4:47 p.m.

Jasmine Pernicano, City Clerk

Joe Pizzillo, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL SPECIAL MEETING of the city of Goodyear, Arizona, held on March 6, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2026.

SEAL:

Jasmine Pernicano, City Clerk

ITEM #: 3.
DATE: 03/23/2026
AI #:3155



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR MAGDALENA STEAK

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

OTHER PRESENTER(S):

Andrea Lewkowitz, Agent

SUMMARY

Andrea Lewkowitz, Agent for Magdalena Steak, has submitted an application for a Series 12 (Restaurant) liquor license for the location at 1845 N. Globe Dr., Suite 108, Goodyear, AZ 85395. The applicant is requesting that the city forward a recommendation of approval to the Arizona Department of Liquor Licenses and Control (DLLC) for consideration and issuance of the license.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Recommend approval of Application No. 381873 to the Arizona Department of Liquor Licenses and Control (DLLC) for a Series 12 (Restaurant) liquor license for Magdalena Steak located at 1845 N. Globe Dr., Suite 108, Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

FISCAL IMPACT

In compliance with the Goodyear Municipal User Fee Schedule, the applicant submitted the required \$635 administrative application fee.

BACKGROUND AND PREVIOUS ACTIONS

The City Clerk's office received a Series 12 (Restaurant) liquor license application on February 17, 2026, from the Arizona Department of Liquor Licenses and Control (DLLC) for Magdalena Steak, represented by Agent Andrea Lewkowitz.

In accordance with A.R.S. §4-201(B), the public hearing notice was posted on February 27, 2026, at the establishment for the required 20-day period. This public posting allows individuals within a one-mile radius to submit written arguments for or against the issuance of the license. No public petitions or protests were received during the posting period. The application underwent internal review by the Police Department and Development Services Department, including Code Compliance,

Building and Planning & Zoning, with no objections reported. The application is included as Attachment A - DLLC Local Governing Body Report.

STAFF ANALYSIS

The requested Series 12 license is designated for restaurants and is non-transferable. It grants on-sale retail privileges for all types of spirituous liquor consumed on the premises, provided the establishment derives at least 40% of its gross revenue from food sales.

State regulations (A.R.S. §4-207) prohibit liquor licenses within 300 feet of licensed childcare facilities or K-12 schools; the proposed location complies with this requirement. A One-Mile Report and Evaluation Map is included as Attachment B, showing existing liquor licenses and one K-12 school within that radius.

DLLC requires key personnel (owners, agents, managers involved in daily operations) to complete state-approved management training. The applicant confirms the owner and manager have completed the Title 4 Basic & Management training. Operationally, a manager will be onsite at all times, staff will monitor guest consumption, and a valid ID will be required from anyone appearing to be under the legal drinking age.

The City Council's recommendation will be forwarded to the DLLC for consideration in their final licensing decision.

Attachments

Attachment A - DLLC Local Governing Body Report

Attachment B - One-Mile Report and Evaluation Map

**State of Arizona
Department of Liquor Licenses and Control**

Created 02/24/2026 @ 11:19:35 AM
Local Governing Body Report

**Received by the
Goodyear City
Clerk's Office
Tuesday,
February 24, 2026.**

LICENSE

Number:		Type:	012 RESTAURANT
Name:	MAGDALENA STEAK		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
 Location:	1845 N GLOBE DRIVE STE 108 GOODYEAR, AZ 85395 USA		
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(602)200-7222		
Alt. Phone:			
Email:	ANDREA@LEWKLaw.COM		

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLaw.COM

OWNER

AMENDMENT
Job# 381873

State of Arizona
Department of Liquor Licenses and Control

Created 02/17/2026 @ 02:21:50 PM

Local Governing Body Report

**Received by the
Goodyear City
Clerk's Office
Tuesday,
February 17, 2026.**

LICENSE

Number:		Type:	012 RESTAURANT
Name:	MAGDALENA STEAK		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1845 N GLOBE DRIVE STE 108 GOODYEAR, AZ 85359 USA		
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(602)200-7222		
Alt. Phone:			
Email:	ANDREA@LEWKLaw.COM		

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLaw.COM

OWNER

60th day
04-18-2026

Name: MAGDALENA GSQ LLC
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23837993 State of Incorporation: AZ
Incorporation Date: 06/10/2025
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

Officers / Stockholders

Name:	Title:	% Interest:
MAGDALENA STEAK LLC	Mgr-Member	80.00
JASON GILBERT JOHN ALFORD	Mgr-Member	10.00
GILLES KOLAKOWSKI	Mgr-Member	10.00

MAGDALENA GSQ LLC - Mgr-Member

Name: GILLES KOLAKOWSKI
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (702)289-9349
Alt. Phone:
Email: GILLES.KOLAKOWSKI@GMAIL.COM

MAGDALENA GSQ LLC - Mgr-Member

Name: MAGDALENA STEAK LLC
Contact Name: ANDREA DAHLMAN LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

MAGDALENA GSQ LLC - Mgr-Member

Name: JASON GILBERT JOHN ALFORD
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)785-6321
Alt. Phone:
Email: JALFORD@PALAKITCHEN.COM

MAGDALENA STEAK LLC - Mgr-Member

Name: MANUEL OMAR ALVAREZ
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (623)764-6365
Alt. Phone:
Email: OMAR@TPQFOODS.COM

APPLICATION INFORMATION

Application Number: 381873
Application Type: New Application
Created Date: 01/29/2026

QUESTIONS & ANSWERS

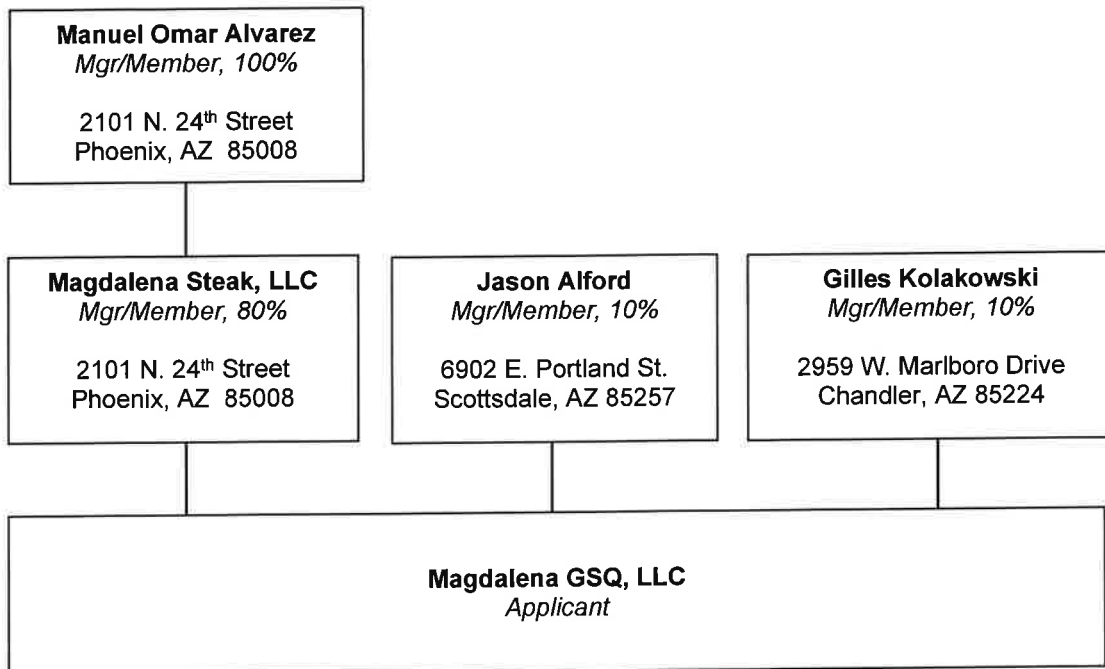
012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
TERMINATION + MONETARY DAMAGES
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$0.00
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
FEBRUARY 2026
- 9) What type of business will this license be used for?
RESTAURANT

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	Magdalena_GSQ_Ownership Chart.pdf	01/29/2026
QUESTIONNAIRE	Magdalena_Agt Ctn - ADL.pdf	01/29/2026
QUESTIONNAIRE	Magdalena_Agt Q - ADL.pdf	01/29/2026
RECORDS REQUIRED FOR AUDIT	Magdalena_Audit Form.pdf	01/29/2026
QUESTIONNAIRE	Magdalena_CP Quest - Gilles.pdf	01/29/2026
QUESTIONNAIRE	Magdalena_CP Quest - Jason.pdf	01/29/2026
QUESTIONNAIRE	Magdalena_CP Quest - Omar.pdf	01/29/2026
DIAGRAM/FLOOR PLAN	Magdalena_Diagram.pdf	01/29/2026
MENU	Magdalena_Menu.pdf	01/29/2026
RESTAURANT OPERATION PLAN	Magdalena_ROP.pdf	01/29/2026
MENU	Non-Alcoholic Beverage menu.pdf	01/29/2026
	Magdalena_Diagram.pdf	02/17/2026
	Non-Alcoholic Beverage menu (UPDATED).pdf	02/17/2026
	Magdalena_Agt Q - ADL.pdf	02/17/2026
	Magdalena_CP Quest - Jason.pdf	02/17/2026
	Magdalena_CP Quest - Gilles.pdf	02/17/2026
	Magdalena_CP Quest - Omar (updated form).pdf	02/17/2026

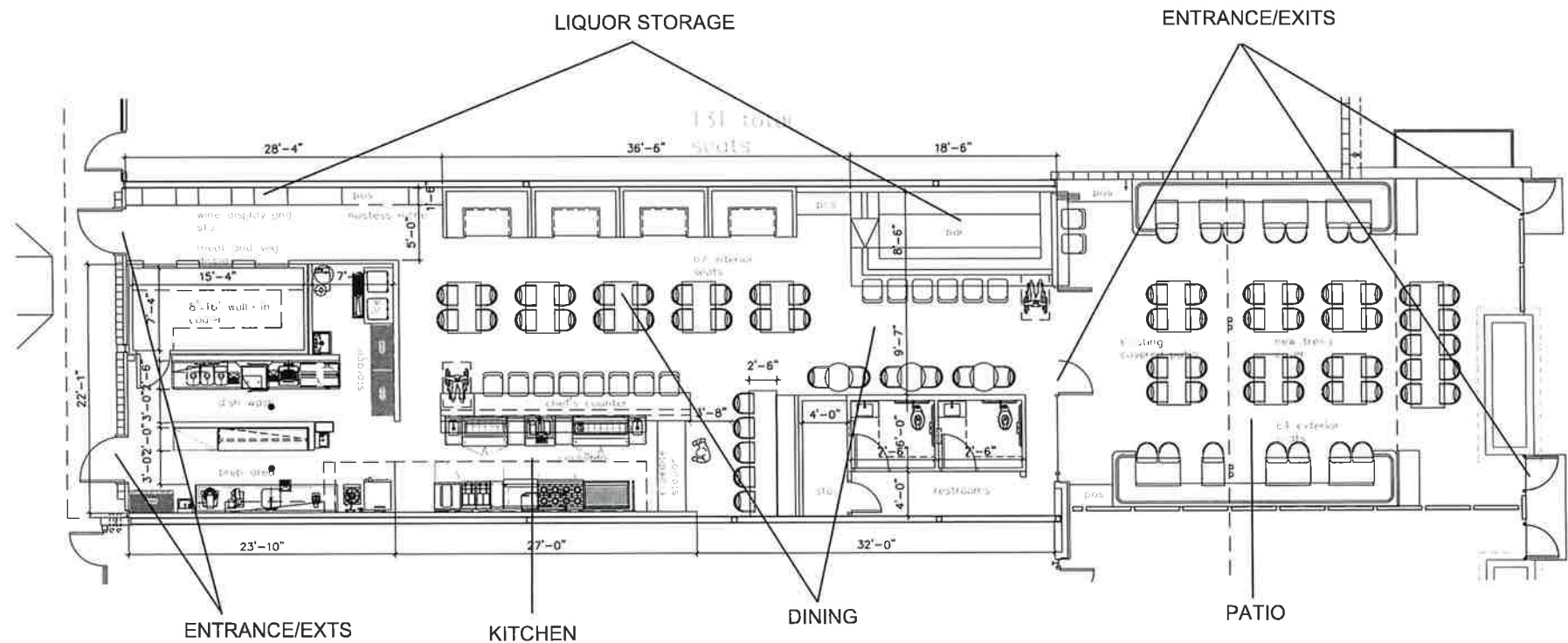
Magdalena GSQ, LLC
Ownership Chart
8/6/2025



MAGDALENA 3D MODEL DESIGN DECK | 2025

HOUSE OF FORM

Magdalena Steak
1845 N Globe Drive
Goodyear, AZ 85395
Approx. 4600 sf



*FLOOR PLAN PROVIDED BY ALINE

AMENDMENT
Job # 381873



Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

26 1 30 Lique. Dept. 7 08

DLLC USE ONLY

Job #:	381873
Date Accepted:	02-17-2026
LC:	SG
License #:	

RESTAURANT OPERATION PLAN
RESTAURANT SERIES 12 AND
HOTEL/MOTEL SERIES 11 ONLY

1. Name of restaurant (Please print): MAGDALENA STEAK

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	IMPERIAL RANGE 72" IR-6-G36 MIBRASA FIRE PARILLA GRILL (MCGMB252)
Oven	IMPERIAL SALAMANDER 36" ISB-36 MIBRASA CHARCOAL OVEN(HMB AB SB 160)
Freezer	BEVAIR WORKTOP FREEZER (WTFD36AHC-2)
Refrigerator	HOSHIZAKI WORKTOP REFRIGERATOR (WR48B-D4) HOSHIZAKI UNDERCOUNTER REFRIGERATOR 60" AND 48" CUSTOM WALK-IN COOLER 8'X16'
Sink	ADVANCE 3-COMP SINK (FC-3-1818-18RL) 2 ADVANCE DROP-IN HANDSINKS
Dish Washing Facilities	ADVANCE 3-COMP SINK (FC-3-1818-18RL)
Food Preparation Counter (Dimensions)	(2)PAC STAINLESS WORKTABLE 18"X33" (WKT1833C60)
Other	PITCO FRYER 45C+

3. Attach a copy of your FULL menu with pricing **INCLUDING NON-ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 65 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☒ No

(If yes, what percentage of the public floor space does this area cover?) _____ %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises:
(DO NOT INCLUDE PATIO SEATING)

[54]

b) Bar area

[+ 14]

TOTAL [= 64]

7. What type of dinnerware is primarily used in your restaurant? ☒ Reusable ☐ Disposable ☐ Both

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

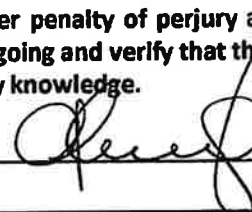
9. Do you have live entertainment or dancing? ☐ Yes ☒ No
If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	10
Bartenders	4
Hostesses	4
Managers	2
Servers	10
Other ()	
Other ()	
Other ()	

I, (Print Full Name) ANDREA DAHLMAN LEWKOWITZ, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: _____



MAGDALENA

steak

26 1 30 Ligar. Dept #1708

TAPAS

Mexico	Callo de Acha Chimayo aioli	12
Mexico	Gaucomole Enchilado avocado + serrano chile + pomegranate + cilantro	12
Argentina	Empanadas de carne ground beef + bell pepper + potato + cilantro	16
Argentina	K4 Copper State beef tartare* marinated red pepper + tostada	18
Argentina	Argentine pork belly Steadfast farm pickled vegetables	18
Peru	Ora King Ceviche Leche de tigre + choclo + camote	18
Chile	Burrata tomato + watermelon gazpacho + sourdough	20
Chile	Tuna Tartare corn tostadas + wasabi mayonnaise	18

SALADS

Mexico	Caesar little gems + charred cabbage + Pecorino + anchovy dressing	19
Chile	Honey Mustard little gems + avocado + tomato + red onion + rice	19
Peru	Quinoa tomatoes + onions + avocado + lime vinaigrette	19
Brazil	Feijão fradinho black-eye peas + bell peppers + onions + cilantro + EVOO	19

PRINCIPALES

Mexico	Scallops* Aji Amarillo + shishito + sungold tomato	36
Mexico	Halibut* ancient grains + Jalapeno avocado purée + bitter greens	42
Argentina	Camaron al Ajillos* chimichurri butter + white wine + lemon	38
Argentina	Whole wood-fired fish ancient grains + greens	MKT
Peru	K4 Copper State burger* pickled red onion + aji, rocoto mayonnaise	18
Chile	Milanesa de pollo organico breaded chicken + barley sauce+ arugula	29
Brazil	Cordeiro* mole + pickled radish	56

CARNE

Mexico	Arrachera (12 oz)	58
Argentina	Asado de tira al horno (10oz)	78
Peru	Antichucos de corazon (12oz)	140
Brazil	Picanha (14oz)	56
	Domestic Wagyu Petite Filet* (6oz)	62
	Japanese Wagyu* Striploin A5-12 "Olive fed" (min. 4 oz)	35/oz
	Japanese Wagyu* Striploin A5-12 Takamori 45/oz (min. 4 oz)	45/oz

MAGDALENA's PA'LA Familia Todos 4-6 pp. \$295

Tomahawk, bone marrow, skirt steak, NY strip
comes with 2 sauces & 2 sides

VEGETABLES

	Japanese sweet potato cilantro + Aleppo chile crunch	13
Chile	Squash corn + potato + pumpkin + green beans stew	16
Peru	Anticuchos de Verduras grilled seasonal vegetables skewer	14
Brazil	Berinjela à Escabeche eggplant + onions + bell peppers + garlic + herbs	16
Mexico	Ayocote beans grainy mustard + marinated cabbage	14
Mexico	Spanish piquillo peppers oregano + controne pepper + EVOO	13

SALSA

Peru	Aji Amarillo	Chimichurri
Brazil	Molho de Mostarda e Mel	Aleppo chile crunch
Mexico	Mole Poblano	Salsa Verde
Argentina	MAGDALENA Barbacoa	Salsa de Aji picante

We use organic produce, wild fish, sustainable meat and support family owned businesses

* These items may contain raw or undercooked ingredients. Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness.

MAGDALENA

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COCKTAILS

Mexico	Sainete Criollo El Guel Mezcal + piment d'espelette + pistachio + lime juice	17
Argentina	Macua Flor de Cana rum + guava + orange + lemon	17
Mexico	Carajillo Corcel reposado Tequila + Licor 43 + espresso	17
Peru	Día de Campo Roxx vodka + Kahlua coffee + cream + coconut	17
Brasil	Gina Colada Cachaca + pineapple + coconut	17
Peru	Sueno di Lima Pisco + lime juice + egg white + bitters	17

N/A LIBATIONS

	N/A Prosecco Mionetto, Veneto, Italy	16
	Phony Negroni St. Agrestis, Brooklyn, New-York	17
	Mayraki orange, lime, guava, ginger	16

CERVEZAS

Mexico	Modelo Bohemia Dos Equis	10
Argentina	Quilmes	10
Peru	Cristal Pilsen Callao	10
Brasil	Brahma	10
	Stella Artois / Michelob ultra / Miller Light	10
	Clausthaler N.A. / Clausthaler dry hopped N.A.	10

WINE BY THE GLASS

gl btl

SPARKLING

Argentina	Torrentés Tapiz, Estate San Pablo Vineyard, Uco Valley NV	16	62
Chile	Pais Rosé Estelado, Miguel Torres, Maule Valley '22	16	62
Mexico	Blanc de Blancs Terra Madi, Ezequiel Montes, Queretaro NV	16	62
Mexico	Blanc de Noir Terra Madi, Ezequiel Montes, Queretaro NV	16	62

ROSE

Mexico	Syrah Casa Madero V Rosado, Coahuila '24	16	62
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WHITE

Mexico	Sauvignon Blanc Sierra Branca, Valle de Guadalupe '21	16	62
Chile	Chardonnay Cono sur, Colchagua Valley '20	16	62
Uruguay	Albariño Bodega Garzon, Garzon '22	16	62
Argentina	Viognier Serbal, Bodega Atamisque, Valle de Uco '21	16	62
Argentina	Torrentes Anko, Salta '21	16	62
Mexico	Chardonnay Château Camou, La Canada del Trigo, Guadalupe '20	20	75

RED

Chile	Pinot Noir El Viejo del Valle, Valle Central, DO '20	16	62
Mexico	Malbec Terra Madi, Ezequiel Montes, Queretaro '20	16	62
Uruguay	Tannat Bodega Garzon, Garzon '21	16	62
Argentina	Cabernet Franc Bodega Norton, Reserva, Mendoza '21	16	62
Chile	Cabernet Sauvignon Vino de Eyzaguirre, Colchagua Valley '21	16	62
Mexico	Cabernet Sauvignon Monte Xanic, Valle de Guadalupe '23	27	110

Non-alcoholic beverage menu

BEVERAGE	PRICE
Pepsi	\$3.59
Diet Pepsi	\$3.59
Starry	\$3.59
Mug Root Beer	\$3.59
Lipton Iced Tea	\$3.59
Brewed Iced Tea	\$3.59
Pink Lemonade	\$3.59
Hot Coffee	\$3.59
Kids Flavored milk (bottle)	\$2.79

MAGDALENA | NON-ALCOHOLIC BEVERAGE MENU

Mexican Coca-Cola	9
Coke, Diet Coke, Sprite	5
Harvey's Iced Tea	8
Big Marble:	
Ginger Beer	8
Proper Lemon	8
Proper Hibiscus	8
San Pellegrino 1 liter	10
Panna 1 liter	10

*26 1 30 Lic. Dept AM 7:07



Arizona Department of Liquor Licenses and Control
<https://www.azliquor.gov>
(602) 542-5141

**RECORDS REQUIRED FOR AUDIT
RESTAURANT/HOTEL/MOTEL**

DLLC USE ONLY

Job #:	381873
Date Accepted:	02-17-2026
LC:	SG
License #:	

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

1. Name of restaurant (Please print): MAGDALENA STEAK
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of **all** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets
11. General Ledger

A. Sales Journals/Monthly Sales Schedules

- 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
- 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
- 3) Dated Guest Checks
- 4) Coupons/Specials/Discounts
- 5) Any other evidence to support income from food and liquor sales

B. Cash Receipts/Disbursement Journals

- 1) Daily Bank Deposit Slips
- 2) Bank Statements and canceled checks

12. Tax Records

- A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
- B. Income Tax Return - city, state and federal (copies)
- C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. Payroll Records

- A. Copies of all reports required by the State and Federal Government
- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each workday)
- D. Payroll records for all employees showing hours worked each week and hourly wages

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

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

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

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

A.R.S. §4-210(A) 7

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

A.R.S. §4-205.02(M)

For the purpose of this section:

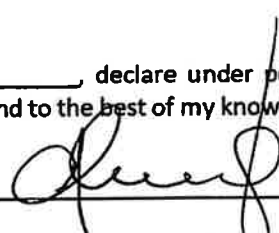
Restaurant: an establishment that derives **at least forty percent (40%)** of its gross revenue from the sale of food

Gross revenue: the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

Declaration:

I, (Print Name) ANDREA DAHLMAN LEWKOWITZ, declare under penalty of perjury that I am authorized to submit this application. I have read the contents and to the best of my knowledge believe all statements made on this application to be true, correct, and complete.

Signature: _____



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

Liquor Licenses within One Mile – Magdalena Steak

Applicant Address: 1845 N. Globe Dr. Suite 108, Goodyear, AZ 85395

Liquor Establishments				
Business Name	Address	Distance from Applicant Address	License Series	
COPPER & SAGE GSQ	1975 N GLOBE DRIVE	278.2 ft.	12	
BACCHUS WINE BAR	1975 N GLOBE DRIVE	278.2 ft.	7	
THE STILLERY	1971 N GLOBE DRIVE BLDG	310.72 ft.	12	
SPITZ MEDITERRANEAN ST FOOD	2015 N GLOBE DRIVE	539.45 ft.	12	
OVER EASY	1845 N GLOBE DRIVE	546.44 ft.	12	
SHAKE SHACK #1515	1675 N GLOBE DRIVE	546.44 ft.	12	
HIGH TIDE	1845 N GLOBE DRIVE BLDG 2	546.44 ft.	12	
HARKINS THEATRES AT ESTRELLA FALLS	15010 W MCDOWELL RD	614.76 ft.	12	
CHEDDARS SCRATCH KITCHEN	15030 W MCDOWELL RD	976.07 ft.	12	
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL RD	1,283.74 ft.	12, 12G	
OREGANO'S PIZZA BISTRO	15280 W MCDOWELL RD	1,667.15 ft.	12	
TEXAS ROADHOUSE	15255 W MCDOWELL RD	1,722.67 ft.	12	
ARRIBA MEXICAN GRILL	15370 W MCDOWELL RD	2,185.50 ft.	12	
POPO'S FIESTA DEL SOL	15375 W MCDOWELL RD	2,415.32 ft.	12	
POPO'S FIESTA DEL SOL	15375 W MCDOWELL RD	2,415.32 ft.	12, 12G	
RED LOBSTER #6342	15311 W MCDOWELL RD	2,472.02 ft.	12	
OLIVE GARDEN ITALIAN RESTAURANT #1773	15411 W MCDOWELL RD	2,553.67 ft.	12	
TRU BY HILTON GOODYEAR	1430 N BULLARD AVE	2,580.01 ft.	10	
QUIKTRIP #1417	1540 N BULLARD AVE	2,609.51 ft.	10	
BUBBA'S 33	1460 N BULLARD AVE	2,771.84 ft.	12	
SPRINGHILL SUITES BY MARRIOTT GOODYEAR	1370 N BULLARD AVE	2,831.70 ft.	11	
BEVMO	15405 W MCDOWELL RD	2,867.80 ft.	9, 9S	
PF CHANG'S CHINA BISTRO	14681 W MCDOWELL RD	2,969.96 ft.	12	
RUBIO'S FRESH MEXICAN GRILL #225	15479 W MCDOWELL RD	2,986.58 ft.	12	
AKAIHANA SUSHI & GRILL	2293 N PEBBLE CREEK PKWY	3,151.49 ft.	12	
WALGREENS #12334	1654 N PEBBLE CREEK PKWY	3,157.96 ft.	10	
AH-SO SUSHI & STEAK	15475 W MCDOWELL RD	3,192.89 ft.	12	
BARRO'S PIZZA	15475 W MCDOWELL RD	3,192.89 ft.	12	
CIRCLE K STORE #9528	15535 W MCDOWELL RD	3,286.07 ft.	9	
RED ROBIN AMERICA'S GOURMET BURGERS & SPIRITS	14551 W MCDOWELL RD	3,495.15 ft.	12	
CHIPOTLE MEXICAN GRILL #5637	15600 W MCDOWELL RD	3,516.36 ft.	12	
LIFE TIME FITNESS	14540 W MCDOWELL RD	3,610.11 ft.	12	
WINCO FOODS #130	15581 W MCDOWELL RD	3,743.76 ft.	9, 9S	
ROCK N ROLL SUSHI	15611 W MCDOWELL RD	3,953.48 ft.	12	
BABBO ITALIAN EATERY	15705 W MCDOWELL RD	4,198.60 ft.	12	
7-ELEVEN #47390A	1025 N ESTRELLA PKWY	4,378.80 ft.	10	
MERA GOODYEAR	1375 N 145TH AVE	4,708.76 ft.	BYO	
ARIZONA PIZZA COMPANY	15530 W ROOSEVELT ST	4,730.79 ft.	12	
WAL MART SUPERCENTER #5369	1100 N ESTRELLA PKWY	4,799.91 ft.	9, 9S	
WOK WEI ASIAN CUISINE	15560 W ROOSEVELT ST	4,816.39 ft.	12	
ALDI #161	845 N ESTRELLA PKWY	4,983.35 ft.	10, 10S	

Schools		
Business Name	Address	Distance from Applicant Address
Great Hearts Academies - Archway Trivium Prep	2001 N BULLARD AVE	2,765.04

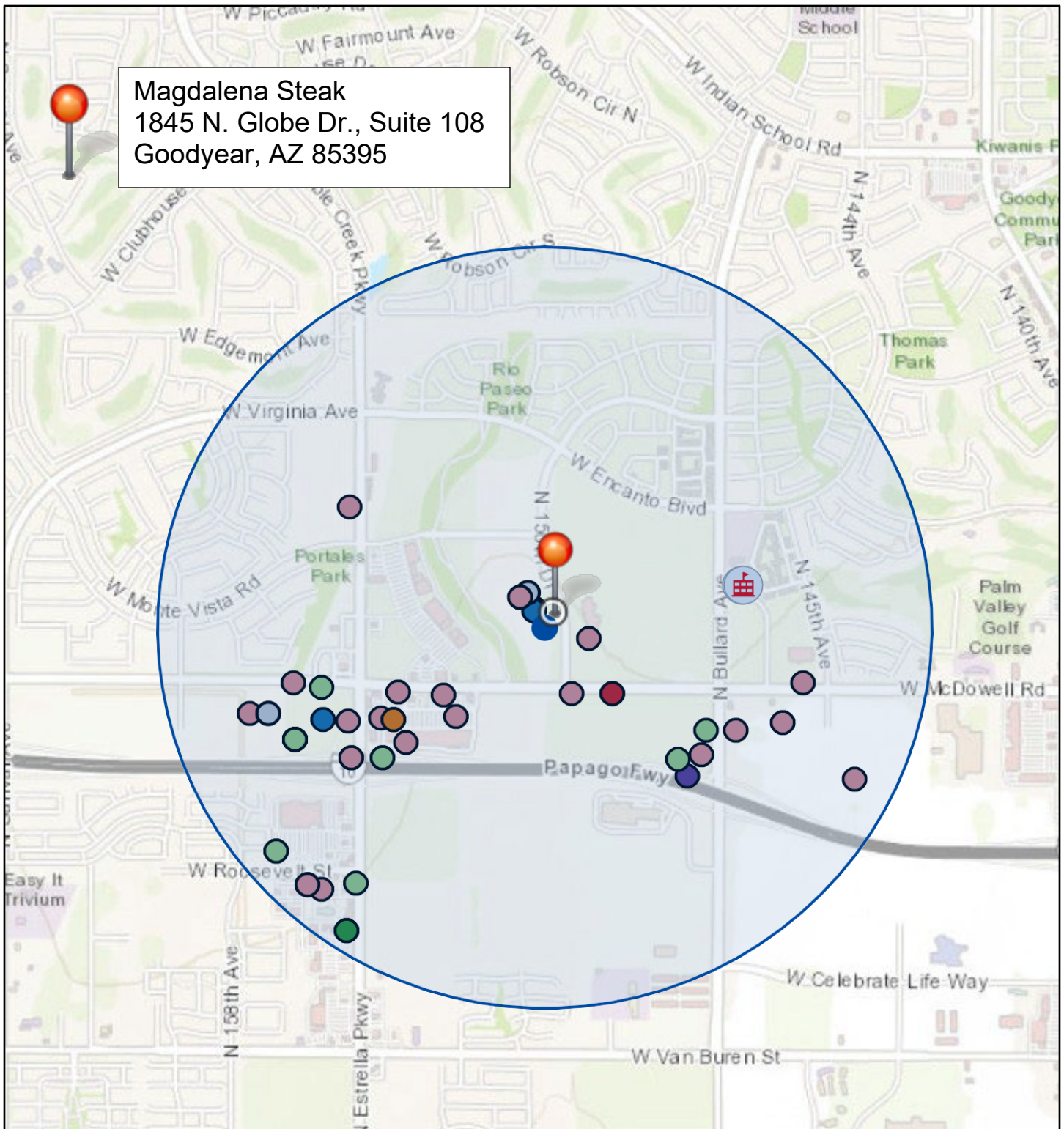
Series Legend

Series 1 In-State Producer
 Series 3 Microbrewery
 Series 4 Wholesaler
 Series 5 Government
 Series 6 Bar (All Liquor)

Series 7 Beer & Wine Bar
 Series 8 Conveyance
 Series 9 Liquor Store (All Liquor)
 Series 10 Beer & Wine Store
 Series 11 Hotel-Motel

Series 12 Restaurant
 Series 13 Domestic Farm Winery
 Series 14 Private Club
 Series 15 Special Event Liquor
 Series 16 Wine Festival

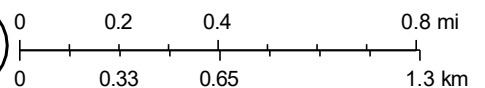
Liquor License Evaluation Map



2/19/2026, 3:24:23 PM

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- | Liquor Licenses | | | | | |
|-----------------|----------------------------|--|-----------------|--|-----------------------|
| | Beer and Wine Bar | | Cocktails To Go | | Restaurant Growler |
| | Beer and Wine Store | | Hotel / Motel | | Other |
| | Beer / Wine Store Sampling | | Liquor Store | | Liquor Store Sampling |
| | Bring Your Own | | Restaurant | | |



PHX GIS, City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

ITEM #: 4.
DATE: 03/23/2026
AI #:3134



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY

STAFF PRESENTER(S): Ryan Bittle, Finance Manager

SUMMARY

Approval of Budget Amendments and related Expenditure Authority.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

Approval of budget amendments, related expenditure authority, and the administrative award authority for expenditures exceeding \$500,000. (Ryan Bittle, Finance Manager)

FISCAL IMPACT

Fiscal impacts are outlined in the attached budget report (Attachment A). The citywide fiscal year (FY) 2026 budget total remains unchanged within the Adopted State Expenditure Limitation.

BACKGROUND AND PREVIOUS ACTIONS

Budget amendments requiring City Council approval are presented as necessary throughout the year. The FY2026 expenditure limitation budget was adopted on June 9, 2025, and the FY2026 Expenditures for Administrative Award was approved on May 19, 2025.

STAFF ANALYSIS

Budget transfers are permitted by Arizona Revised Statute 42-17106(B), which provides authorization for cities and towns to exceed expenditures in a budget item after final adoption of a city/town budget by transferring appropriations between budget items. All budget transfers are completed within city policy established by Resolution 2022-2256. Review of budget transfers keeps the Council and public informed about the city's current fiscal year revenues and expenditures. The Budget Amendment Report is provided as Attachment A, which also reflects any applicable revisions to the FY2026 Administrative Award Expenditures.

Attachments

Attachment A - Budget Amendment Report

City Council - Budget Amendments Report - FY2026

Council Agenda Date: 3/23/2026

Date	Transfer Journal No.	Reason Needed	Amount	Ultimate Fund(s) Affected; Explanation	Funding From	Funding To
3/4/2026	80	Repurpose one-time funds to cover additional medical supplies, facilities costs, IGA agreements and other miscellaneous costs through FY2026. Net zero impact to existing budget.	\$623,100		Fire 1-Time; Ambulance 1-Time	Fire 1-Time; Ambulance 1-Time

FY2026 Expenditures for Administrative Award (If Applicable)					
Department Name			Current Amount	Proposed Increase/(Decrease)	Revised Amount
Reference	Project No.	Description			
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -

ITEM #: 5.
DATE: 03/23/2026
AI #:2796



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF BULK WATER AGREEMENT WITH LIBERTY UTILITIES

STAFF PRESENTER(S): Barbara Chappell, Water Services Director

SUMMARY

Agreement with Liberty Utilities (Liberty) for the City of Goodyear (city) to provide bulk water to Liberty, authorizing the sale of up to one million gallons per day for a one-year term with the option to extend for up to three additional years.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



SAFE &
VIBRANT
COMMUNITY



INFRASTRUCTURE

RECOMMENDATION

Approve the Bulk Water Agreement with Liberty Utilities and providing authorization and direction to the City Manager, or their designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Anthony Dudley, Interim Water Services Director)

FISCAL IMPACT

Liberty will pay the city the monthly base meter fee and published irrigation rates for all bulk water it receives. The Agreement (Attachment A) is anticipated to generate approximately \$1 million in annual revenue for the water fund, and the revenue will completely offset the costs of providing the bulk water to Liberty. In addition, Liberty will provide long-term storage credits for water purchased.

BACKGROUND AND PREVIOUS ACTIONS

Liberty, as part of its water supply strategies, has requested that the City provide Liberty up to one million gallons per day of potable water on an as-needed basis. The agreement includes a provision that requires Liberty to assign to the City long-term storage credits equal to the amount of water delivered by the City to Liberty.

Council last approved a Bulk Water Agreement on June 6, 2022 (the "2022 Agreement"). The initial term of the 2022 Agreement was three years with an option for two one-year renewals for a potential total term of five years. Liberty did not request that the City renew the 2022 Agreement prior to the June 6, 2025, expiration date. With the expiration of the 2022 Agreement, a new agreement is required.

The new agreement is for one year with an option to renew for three additional years. The option to

renew is subject to the written agreement of both the City and Liberty.

STAFF ANALYSIS

The City has sufficient water production capacity to provide Liberty with up to one million gallons per day of potable water if the full four-year term of this agreement is exercised. Both Liberty and the City understand and agree that the amount of water available to Liberty under this Agreement is intended to be a temporary arrangement and that the amount may be decreased depending on demands for water by customers within the City's water service area.

Attachments

Attachment A - Bulk Water Agreement

BULK WATER AGREEMENT

This BULK WATER AGREEMENT ("Agreement") made this ____ day of _____, 2026, by and between LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP., an Arizona corporation ("Liberty"), and the CITY OF GOODYEAR, an Arizona municipal corporation ("Goodyear") is for the provision of bulk water by Goodyear to Liberty on an annual basis. Liberty and Goodyear are individually referred to as a "Party" and collectively referred to as "Parties" below.

RECITALS

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

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

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

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

WHEREAS, Liberty and Goodyear previously entered into a Bulk Water Agreement dated June 6, 2022 ("Prior Agreement"), which has since expired;

WHEREAS, pursuant to the Prior Agreement, Liberty constructed all Existing Interconnection Facilities necessary for Goodyear to deliver bulk water to Liberty;

WHEREAS, the Parties agree that all necessary Existing Interconnection Facilities have been constructed and no further construction is required for purposes of the Agreement;

WHEREAS, the Parties wish to enter the Agreement to continue the provision of bulk water from Goodyear to Liberty under the terms set forth herein.

AGREEMENT

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

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

2. TERM. The initial term of this Agreement shall be one (1) year from the date the Agreement is executed by both Parties. This Agreement may be renewed for up to three (3) successive one (1) year terms upon written agreement of both Parties which agreement shall be fully executed prior to the expiration of the then-current term. If a written agreement renewing this Agreement is not fully executed by both Parties prior to the expiration of the then-current term, this Agreement shall expire at the end of such term. In no event shall the total term of this Agreement exceed four (4) years, inclusive of the initial term and any renewals.

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

a. “Existing Interconnection Facilities” means all Interconnection Facilities constructed pursuant to the Prior Agreement by and between Liberty and Goodyear that exist as of the effective date of this Agreement.

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

c. “Monthly Water Delivery Costs” means the monthly fee Liberty is required to pay Goodyear for the water delivered to Liberty pursuant to the terms of this Agreement. It shall consist of the following charges: (i) a monthly meter fee for each meter installed, which fee shall be based on the size of the meter(s) installed (the “Monthly Meter Fee”) and (ii) a monthly fee for the water delivered to Liberty based on the volume of the delivery (the “Monthly Water Fee”). The monthly fees referred to herein shall be based on the water rates and charges included in the Four-Year Water Wastewater and Solid Waste Rate Structures adopted by Goodyear in Resolution 2025-2499. The Monthly Water Fee shall be based on the rates charged for irrigation water within the City. Liberty understands and agrees that water rates and charges are subject to change at the sole discretion of Goodyear subject to Goodyear’s compliance with the statutory requirements for increasing such fees.

d. “Site 21” means the City of Goodyear property at 1280 N. Sarival Avenue, Goodyear, AZ 85338, as legally described in that certain special warranty deed recorded as instrument 2006-0313707 in the official records or Maricopa County Recorder.

4. MAINTENANCE OF EXISTING INTERCONNECTION FACILITIES. Liberty owns all Existing Interconnection Facilities located outside of the perimeter walls around Site 21, including all delivery lines connecting Site 21 to the Liberty Connection. Liberty shall, at its sole cost and expense, maintain all Existing Interconnection Facilities located outside the perimeter walls around Site 21. Goodyear shall, at its sole cost and expense, maintain all Existing Interconnection Facilities located inside the perimeter walls around Site 21. Subject to Liberty's compliance with applicable requirements for the issuance of permits, Goodyear shall provide permits needed for maintenance, repair, and removal of Existing Interconnection Facilities located outside the perimeter walls around Site 21.

5. DELIVERY OF WATER: The obligation of Goodyear to deliver water to Liberty under this Agreement is subject to Liberty's compliance with this Agreement, the availability of water, peak flow rates, and the physical deliverability of water to Liberty as determined solely by Goodyear. Except as otherwise provided herein and subject to availability of water in a given month, Goodyear shall deliver a maximum of one million gallons per day (MGD) at a flow rate not to exceed 700 gallons per minute.

- a. Goodyear shall not be obligated to deliver water to Liberty unless the Existing Interconnection Facilities are in good working order.
- b. Goodyear shall not be obligated to deliver water to Liberty to the extent such deliveries to Liberty may negatively impact the delivery of water to customers located within Goodyear's service area as determined by Goodyear. Goodyear may reduce or suspend water deliveries to Liberty until the conditions causing the need for the reduction or suspension of water deliveries have been resolved, which conditions Goodyear shall resolve as soon as practicable. Notwithstanding the foregoing, if the condition causing the need for the reduction or suspension of water deliveries is the result of some failure of any Existing Interconnection Facilities located outside the perimeter walls around Site 21 or a failure of any other Liberty improvements, such as damage to Liberty's water line within McDowell Road, Goodyear shall have no obligation to deliver water to Liberty until Liberty has repaired such improvements and notified Goodyear that the improvements are operational and deliveries can be resumed.
- c. Except in the event of an emergency, Goodyear shall, prior to reducing or suspending water deliveries to Liberty, notify Liberty of the reduction or suspension of water deliveries by calling (602) 757-2607 or (480) 748-5339, or such other phone number as provided to Goodyear by Liberty and in writing. Except in the event of an emergency, Goodyear shall provide Liberty with at least 30 days' written notice prior to any planned reduction or suspension of water deliveries. In the event of an emergency that causes the reduction or suspension of water deliveries to Liberty without prior written notice, the city shall, as soon as reasonably practicable, provide Liberty notice of the reductions or suspension of water deliveries by calling (602) 757-2607 or (480) 748-5339, or such other phone number as provided to Goodyear by Liberty and in writing. Once the conditions causing the need for the reduction or suspension of water deliveries under this Agreement have been resolved, Goodyear shall notify Liberty by calling (602) 757-2607 or (480) 748-5339, or such other phone number as provided to Goodyear by Liberty in writing, that the conditions causing the need for the reduction or suspension of water deliveries have been resolved and deliveries will be resumed.
- d. If Liberty does not want to take delivery of all or part of the one (MGD) Goodyear has committed, subject to the terms and conditions of this Agreement, to deliver, Liberty shall notify the city at least twenty-four (24) hours in advance, that its water deliveries are to be suspended or reduced by calling the City of Goodyear Public Works on-Call

Production Line at (623) 606-4163 or such other phone number as provided to Liberty by Goodyear in writing.

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

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

8. TYPE OF WATER DELIVERED; REPORTING REQUIREMENTS; CREDITS. All water delivered under this Agreement shall be reported as recovered effluent to the Arizona Department of Water Resources ("ADWR"), by Goodyear on its Annual Report for the year in which the water was delivered to Liberty. Prior to December 1 of each year in which water deliveries are made under this Agreement, Liberty shall assign to Goodyear a sufficient number of long-term storage credits to equal or exceed the amount of water delivered by Goodyear to Liberty under this Agreement. The long-term storage credits shall be effluent, or Central Arizona Project water stored underground in Liberty's underground storage facilities, or at another location acceptable to Goodyear at Goodyear's sole discretion. If the number of long-term storage credits assigned to Goodyear by Liberty exceeds actual water deliveries under this Agreement, then Goodyear may retain the credits for use in the subsequent year of deliveries under this Agreement. If the number of long-term storage credits assigned to Goodyear by Liberty is less than the actual amount of water delivered to Liberty, then Liberty shall before January 15 of the year after the delivery year, assign additional credits to Goodyear to remedy such deficit. If Liberty fails to timely assign long-term storage credits as required in this paragraph, Goodyear shall not deliver any additional water under this Agreement until Goodyear receives the required long-term storage credits. as required in this paragraph. Moreover, if Liberty fails to timely assign long-term storage credits as required in this paragraph, Goodyear may terminate this Agreement with thirty (30) days advance written notice to Liberty. Prior to termination, Goodyear shall provide Liberty with written notice of the deficiency and a 30-day period to cure the failure by assigning the required credits. Long-term storage credits shall be deemed assigned upon the completion of the following: (1) both parties have approved a form of assignment application for transfer of the credits, (2) both parties have executed the assignment application form, and (3) the original executed form and sufficient application fees have been delivered to ADWR. Liberty shall pay all application fees for such assignments. If ADWR fails to assign the agreed credits, the Parties will work cooperatively to complete the assignment of credits consistent with the intent of this paragraph.

9. REGULATORY REQUIREMENTS. Goodyear will comply with the requirements of all applicable regulatory agencies regarding the provision of potable water to Liberty, including regularly scheduled water quality testing, which testing shall be performed at EPDS #21 as identified in Goodyear's Public Water System permit. The test results shall be available to Liberty upon reasonable request during normal business hours. However, due to the intervening factor of Liberty providing service to its customers through Liberty's distribution facilities over which Goodyear has no control or responsibility, Goodyear cannot, and does not, make any warranty or

representation as to the quality of the water once the water leaves Site 21. Liberty shall be solely and exclusively responsible for the delivery of water of appropriate water quality to Liberty's customers after it has taken possession of the water from Goodyear at the point of delivery. Liberty acknowledges and agrees that Goodyear shall not have any duties or responsibilities relating to the delivery of water to or use of water by Liberty's customers.

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

To Liberty:

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

Copy to:

Stephen.Emedi@libertyutilities.com
notices@APUCorp.com

To City of Goodyear:

City Manager
City of Goodyear
1900 N. Civic Square
Goodyear, Arizona 85395

Copy to:

City Attorney
City of Goodyear
1900 N. Civic Square
Goodyear, Arizona 85395

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

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

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

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

15. GOVERNING LAW, JURISDICTION, AND VENUE. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the state of Arizona, without regard to choice of law or conflicts of laws principles thereof. Any action arising out of this Agreement shall be commenced and maintained in the Superior Court of the state of Arizona in and for the county of Maricopa.

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

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

18. ASSIGNMENT. This Agreement shall not be assigned.

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

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

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

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

LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP. Signed by: By: <u>Moses Thompson</u> 84C5F40CBB754EE... Moses Thompson, Its: President Date Signed: 3/3/2026	CITY OF GOODYEAR By: _____ Kini Knudson, Its: Interim City Manager Date Signed: _____
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ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Goodyear City Attorney

ITEM #: 6.
DATE: 03/23/2026
AI #:3205



CITY COUNCIL ACTION REPORT

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

STAFF PRESENTER(S): Brian Issitt, Chief of Police

SUMMARY

The Goodyear Police Department is requesting approval of an Intergovernmental Agreement (IGA) to participate in the West Valley Mobile Field Force Team (MFFT). By participating in the West Valley MFFT, the Goodyear Police Department will have access to a pool of specialized officers available, upon request, to assist in responding to volatile situations and incidents of civil disturbance involving large crowds.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approval of an IGA with multiple west valley cities to participate in the West Valley MFFT and providing authorization and direction to the City Manager, or their designee, to take actions and execute documents necessary to carry out the intent of the IGA. (Brian Issitt, Chief of Police)

FISCAL IMPACT

Each party to the IGA (Attachment A) will be responsible for any and all associated costs accrued in implementing the IGA that are incurred by their own agencies, such as employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. Participation in the West Valley MFFT is funded in the Goodyear Police Department's approved budget.

BACKGROUND AND PREVIOUS ACTIONS

Occasionally, volatile situations and civil unrest may occur at events involving large crowds. The west valley Police Chiefs, in a proactive effort, have identified the need for a West Valley MFFT. Participating in this IGA (Attachment A) will allow Goodyear to engage other agencies to quickly deploy a properly equipped and effective work force to manage situations with the goal of preventing escalation.

STAFF ANALYSIS

The primary goal of the West Valley MFFT is to create a pool of specialized officers, available upon request, to assist in responding to volatile situations and incidents of civil disturbance involving large crowds in the west valley. Per the IGA (Attachment A), Goodyear will appoint a MFFRT Leader as well as an alternate holding the rank of Commander or higher and at least four sworn officers to be members. The Goodyear MFFRT Leader will be responsible for all training, coordination, and deployment of Goodyear members and coordination with other agencies. The Goodyear Police Department will have jurisdiction over any incident or investigation that occurs within the city of Goodyear and will remain as the lead agency for the duration of the West Valley MFFRT deployment with support from other agencies.

Attachments

Attachment A - WVMFF IGA 2026

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

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

I. RECITALS

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

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

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

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

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

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

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

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

II. PURPOSE

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

III. ACTIVATION, PROCEDURES AND RESOURCES

Each Agency director shall appoint a MFFRT Leader ("Leader") as well as an Alternate for that Agency who shall be no less than the rank of commander or equivalent, and no less than four (4) sworn officers to be MFFRT Members ("Members"). Each Leader shall be responsible for all training, coordination and deployment of members from the same Agency, as well as coordination of training and deployment with each other Agency. Leaders are also responsible for mediating any disagreements between the Agencies during a MFFRT deployment. Each Agency shall notify every other Agency of the name and contact information of that Agency's Leader and Alternate, as well as when that designation or information changes.

Any Agency to the Agreement may request activation or deployment of MFFRT. It shall be the responsibility of the Agency requesting activation to contact assigned Leaders via the law enforcement communications center of each Agency.

The Agency that has jurisdiction over the incident or investigation will remain as the lead agency for the duration of a particular MFFRT deployment with support from MFFRT agencies.

Each Agency, if resources are available, shall make at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any MFFRT deployment. In the event a MFFRT Member is not available or as the situation dictates, an MFFRT agency may provide other sworn officers not designated as MFFRT Members in support of a MFFRT deployment.

Each Agency shall have the sole discretion to determine how many or how long any of its personnel or resources shall be assigned in support of a MFFRT deployment.

IV. COSTS AND ANY REIMBURSEMENT

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

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

V. NONDISCRIMINATION

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

VI. INDEMNIFICATION

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

VII. GOVERNING LAW

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

VIII. EFFECTIVE DATE, DURATION AND CANCELLATION OF AGREEMENT

This Agreement shall become effective upon execution by the Parties hereto and shall remain in effect until July 1, 2031, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so. Any Party may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Parties to the Agreement.

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

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

X. MULTIPLE COUNTERPARTS

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

XI. WORKERS' COMPENSATION

Pursuant to A.R.S. §23-1022(0), 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 parent agency shall be solely liable for payment of worker's compensation benefits. In addition, any volunteer of a Party that is involved in the execution of training, events or activities pursuant to this Agreement shall be considered an employee of that Party pursuant to A.R.S. §23-901.06 and entitled to benefits pursuant to A.R.S. Title 23, Chapter 6 Worker's Compensation.

XII. OTHER PROVISIONS

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

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

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

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

incident, crime or matter under consideration.

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

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

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

XIII. COMPLIANCE WITH E-VERIFY PROGRAM

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

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

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

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

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

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

XIV. NOTICES

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

IN WITNESS WHEREOF, the Party named below has executed this Agreement on this
_____ day of _____, 2026.

CITY OF GOODYEAR, an Arizona municipal
corporation

By: _____
Kini Knudson
Interim City Manager

ATTEST:

Jasmine Pernicano (SEAL)
City Clerk

APPROVED AS TO FORM:

Roric Massey
City Attorney

Reviewed By:

Brian Issitt
Chief of Police

INTERGOVERNMENTAL AGREEMENT DETERMINATION

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

By: _____
Roric Massey
City Attorney

Date: _____

ITEM #: 7.
DATE: 03/23/2026
AI #:3105



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR INTELLIGENT TRANSPORTATION SYSTEMS DILEMMA ZONE PROTECTION EQUIPMENT

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

SUMMARY

Consideration and approval of an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation (ADOT) that establishes responsibility for funding, purchasing and installation of Intelligent Transportation Systems (ITS) Dilemma Zone Protection Equipment at ten signalized intersections located in city of Goodyear (City).

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



INFRASTRUCTURE

RECOMMENDATION

Approve the IGA with ADOT for funding, purchasing and installation of ITS Dilemma Zone Protection Equipment and providing authorization and direction to the Mayor, or their designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Hugh Bigalk, City Traffic Engineer)

FISCAL IMPACT

The IGA is for the implementation of a Congressionally Directed Funding (CDS) project for which the City received funding. The CDS project has a federal funding contribution of \$500,000, which will be provided by ADOT. The City will fund \$30,223 of the total CDS project costs, for a total \$530,223 CDS project cost.

BACKGROUND AND PREVIOUS ACTIONS

In March 2023, United States Senator Mark Kelly's office issued a request for CDS projects. Projects were required to be:

- (i.) Supported by local or state government
- (ii.) Place-based (having a specific location)
- (iii.) Short duration project that could be supported with a one-time infusion of funds
- (iv.) Shovel-ready

The city submitted a CDS project request for ITS and Dilemma Zone Advance Detection Technology Upgrades for consideration. The City was notified in March 2024 that its CDS project request would be funded in the Transportation and Housing appropriations bill in the amount of \$500,000.

In July 2024, Goodyear was subsequently notified by ADOT that the CDS project had been approved with a federal funding amount of \$500,000 and a local match of \$30,223, with the funds being available September 2027.

STAFF ANALYSIS

The IGA, included as Attachment A, and the CDS project will supplement the city's ongoing efforts to install ITS Dilemma Zone Advance Detection Equipment at the city's signalized intersections.

Attachments

Attachment A - IGA with ADOT

ADOT CAR No.: IGA 25-0011288-I
AG Contract No.: P0012025000781
Project Location/Name: ITS and Dilemma
Zones
Type of Work: Advance Detection
Technology Upgrades
Federal-aid No.: CDS-GDY-0(220)T
ADOT Project No.: T0700 01D/01X
TIP/STIP No.: GDY25-271
ALN: 20.205 - Highway Planning and
Construction
Budget Source Item No.: 104863

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GOODYEAR

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The Local Agency has received funding through the Fiscal Year (FY) 2024 Allocation of Highway Infrastructure Programs (HIP) Congressionally Directed Spending Projects (Earmarks) for the work proposed under this Agreement. With the aid and consent of the State and the Federal Highway Administration (FHWA), the Local Agency will utilize the State's Procurement Process and ADOT Procurement contract(s), to enter into a contract with an authorized supplier who will provide the equipment as outlined in the contract and approved plans to complete this project. The Local Agency will purchase radar vehicle detection to enable dilemma zone protection at signalized intersections with approach speed limits at 35 miles per hour or higher along with travel time hardware with connected vehicle capability, (the "Project" or "Equipment"). The Local Agency will receive and install the Equipment at its own cost. The Project cost, shown in Exhibit A, is estimated at

\$530,223, which includes federal aid and the Local Agency's match. The Local Agency will be reimbursed an amount not to exceed \$ 471,710 for eligible costs incurred as detailed below.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency for the Project, if the Project is approved by FHWA and funds for the Project are available.
5. The foregoing Recitals and Exhibit A shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. The Project will be completed, accepted, and paid for in accordance with FHWA and State requirements.
 - b. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.
 - c. The Project will be completed in accordance with the memorandum dated May 10, 2024 shown in Exhibit B.
2. The State will:
 - a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.
 - b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the initial Project Development Administration (PDA) costs, estimated at \$1,710. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. After the Project costs are finalized invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has already paid for PDA.

- c. Submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed be approved for the procurement of the Project.
 - d. After receipt of the Local Agency's PDA and funding is authorized, the State will send a Notice to Proceed letter ("NTP") and ADOT Procurement will coordinate with the Local Agency and solicit and enter into a contract(s) with authorized supplier(s) for the purchase of the Equipment. Instruct the vendor to deliver Equipment directly to the Local Agency for final acceptance and to bill the Local Agency directly. The Local Agency will then enter into such contract(s) with such authorized supplier(s) for the purchase of the Equipment.
 - e. Within 30 days after receipt, review, and approval of invoice(s) and documentation of payment for Equipment, reimburse the Local Agency for eligible costs incurred not to exceed 80% of the federal-aid amount programmed for the Project, less the Local Agency's applicable pro-rata match, as depicted in Exhibit A. After completion of final inspection, and within 30 days of receipt, review, and approval of the final invoice and documentation from the Local Agency, reimburse the Local Agency with the remaining federal-aid approved and programmed, as depicted in Exhibit A, for this Project not to exceed \$471,710.
 - f. After notification of receipt of Equipment and prior to installation, verify that each item purchased meets Equipment specifications, document Equipment serial numbers, and require the Local Agency provide documentation stating where each serial number will be installed.
 - g. After notification of Project completion from the Local Agency, perform final inspection, verify installation of Equipment was performed and completed in compliance with State and FHWA requirements.
 - h. Reserve the right to de-obligate federal funds should the Project go six months or more without being charged to.
 - i. Not be obligated to complete or maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.
3. The Local Agency will:
- a. Designate the State as the Local Agency's authorized agent for the Project.
 - b. Within 30 days of receipt of an invoice from the State, pay the initial PDA costs, estimated at \$1,710. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA of the Project within 30 days of receipt of an invoice.
 - c. Coordinate with the State during the procurement process, providing Equipment specifications to best ensure the requirements of the Project are met.

- d. Utilize the State's Procurement Process and the ADOT Procurement contract(s) developed and entered into for this Project. Issue a purchase order to the authorized supplier and install the Equipment acquired under this Agreement.
- e. Have 365 calendar days from award of contract to order the Equipment.
- f. Notify the State when the Equipment is received, State will inspect the Equipment prior to installation, document Equipment serial numbers, and provide documentation to the State showing where each serial number will be installed. Documentation must be provided to the State prior to the State's final inspection of the Project.
- g. Make all payments directly to the vendor, and be responsible for all costs incurred for the purchase of the Equipment subject to reimbursement by the State as provided herein.
- h. Within 30 days after payment for the Equipment, submit an invoice, on ADOT's Progress Payment Report Form, Exhibit C, attached and made a part of this Agreement, including all back-up documentation, to the State for review and approval, of eligible costs incurred by the Local Agency for the purchase of the Equipment, less the Local Agency's applicable pro-rata match, not to exceed 80% of \$471,710, the total amount of federal-aid programmed for the Project and as depicted in Exhibit A. Any costs incurred prior to the date of the official NTP will not be eligible for reimbursement.
- i. Be responsible for the cost of installation and any costs exceeding the maximum federal funds available for the Project. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs.
- j. Install the Equipment acquired under this Agreement within one year of receipt of Equipment and maintain all Project improvements provided for the life of the Equipment. Keep complete records of all Equipment installed per this Project in a manner consistent with State and FHWA requirements.
- k. Notify the State when all Equipment has been installed and is ready for inspection; coordinate final inspection of the Project with the State. After completion of final inspection, invoice the State, on the Progress Payment Report Form, Exhibit C, for the remaining federal funds programmed as depicted in Exhibit A for this Project for a total not to exceed \$ 471,710.
- l. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).

- m. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be canceled at any time, so long as the canceling Party provides at least 30 days' written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, 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 Local 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 Local 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 does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.

7. Programmed Federal Funds. The cost of the Project under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.
8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.
9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.
10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
11. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
12. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
13. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
14. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
15. Non-Discrimination. 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."
16. Non-Availability of Funds. Every obligation of the State 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 the State at the end of the period for which the funds

are available. No liability shall accrue to the State or Local Agency in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Goodyear
Attn: Hugh M. Bigalk, PE
City Traffic Engineer
1900 N Civic Square
Goodyear, AZ 85395
623.882.7514
hugh.bigalk@goodyearaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Goodyear
Attn: Hugh M. Bigalk, PE
City Traffic Engineer
1900 N Civic Square
Goodyear, AZ 85395
623.882.7514
hugh.bigalk@goodyearaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Goodyear
Attn: Hugh M. Bigalk, PE
City Traffic Engineer
1900 N Civic Square
Goodyear, AZ 85395
623.882.7514
hugh.bigalk@goodyearaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
24. Electronic Signatures. This Agreement may be signed in an electronic format using DocuSign.
-

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF GOODYEAR

By _____ Date _____
JOE PIZZILLO
Mayor

ATTEST:

By _____ Date _____
JASMINE PERNICANO
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Goodyear, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date _____
RORIC MASSEY
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
MATT MOUL, PE
Project Delivery and Operations
Division Director

This Agreement between public agencies, the State of Arizona and the City of Goodyear, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

EXHIBIT A**Cost Estimate****T0700 01D/01X**

The estimated Project costs are as follows:

ADOT Project Development Administration (PDA) Cost:

Federal-aid funds @ 94.3%	\$ 28,290
Local Agency's match @ 5.7%	\$ 1,710
Subtotal - PDA	\$ 30,000

Procurement:

Federal-aid funds @ 94.3%	\$ 471,710
Local Agency's match @ 5.7%*	\$ 28,513
Subtotal - Procurement	\$ 500,223

Estimated TOTAL Project Cost**	\$ 530,223
---------------------------------------	-------------------

Total Estimated Local Agency's Funds	\$ 30,223
Total Federal Funds	\$ 500,000

* The Local Agency will purchase the Equipment at its own cost, as a result ADOT will not invoice the Local Agency for the match or for their 100% local cost pertaining to the purchase of the Equipment

** (Includes a minimum 20% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)



Memorandum

Subject: **ACTION:** Highway Infrastructure Programs Projects designated in Division F of the Consolidated Appropriations Act, 2024 Allocation of Y603 Funds [CFDA No. 20.205]

Date: May 10, 2024

In Reply
Refer to: HISM-40

From: Peter J. Stephanos **PETER JOHN STEPHANOS**
Director, Office of Stewardship, Oversight, and Management

Digitally signed by PETER JOHN STEPHANOS
Date: 2024.05.10 09:38:49 -0400

To: Brian R. Bezio
Chief Financial Officer

Division Administrators

The Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2024 (Division F of the Consolidated Appropriations Act, 2024 (Public Law 118-42)) appropriates a total of \$2,224,676,687 for Highway Infrastructure Programs (HIP) from the General Fund of the Treasury for fiscal year (FY) 2024. Of such amount, \$1,884,176,687 is set aside for “Community Project Funding / Congressionally Directed Spending.” The project descriptions for the 690 projects can be found in the “Community Project Funding / Congressionally Directed Spending” table in the Joint Explanatory Statement incorporated by reference in Division F of the Consolidated Appropriations Act, 2024, and are also included in the attachment to this memo. With this memorandum, FHWA is allocating \$1,862,296,687 for 679 projects to State departments of transportation (DOTs) and territories. The Office of Federal Lands Highway (FLH) will distribute funding for 11 tribal community projects totaling \$21,880,000. These funds are in addition to any other funds, including contract authority, provided in FY 2024. This funding is not subject to any obligation limitation that applies to Federal-aid contract authority.

With this memorandum, we are requesting the Budget Execution Team in the Office of Budget to allocate in the Fiscal Management Information System (FMIS) **\$1,862,296,687** for **679** projects to the States, as indicated in the attachment to this memorandum (**FMIS program code Y603; DELPHI fund value 1570651B50.**)

These funds remain available for obligation through September 30, 2027. Any such amounts not obligated on or before September 30, 2027, shall expire. Once the period for obligation

has expired, these funds will only remain available for adjusting and liquidating obligations as authorized in accordance with title 31, United States Code (U.S.C.), section 1553. Obligated earmark balances are available for expenses properly charged to the account and incurred until September 30, 2032. After that date, any unexpended balances shall be cancelled in accordance with 31 U.S.C. 1552 and shall no longer be available for obligation or expenditure.

Demo IDs have been assigned for each project to properly track these funds to ensure that they are only obligated and expended for the specific project for which they were designated. Each project has been assigned a unique Demo ID that links the funding to the specific project description as listed in the Joint Explanatory Statement accompanying the Consolidated Appropriations Act, 2024. Since the project description defines the scope of work on which the funds may be legally expended, the funding for the project can only be utilized for the activities within the scope and physical limits of the project as defined by the project description. The Demo IDs under which these funds are being distributed are also included in the attachment to this memorandum.

Except as otherwise provided, these funds are to be administered as if apportioned under chapter 1 of title 23, U.S.C.¹ Therefore, these projects are to be administered as title 23 projects in accordance with the applicable statutory and regulatory provisions contained in title 23, U.S.C. and Code of Federal Regulations (CFR), as well as other applicable Federal requirements, such as the National Environmental Policy Act (42 U.S.C. 4321, et seq.) and the Disadvantaged Business Enterprise Program. The State or territory, through its DOT in accordance with 23 U.S.C. 302, is the direct recipient of funds allocated by this memorandum and is responsible for administration of these funds. If the State DOT acts as a pass-through entity of Federal assistance, the State DOT maintains the passthrough responsibilities specified in 2 CFR 200.332 and 23 U.S.C. 106(g)(4).

The maximum Federal share for these projects is governed by 23 U.S.C. 120, as amended. It is generally 80 percent (See 23 U.S.C. 120(b)). The maximum Federal share for projects on the Interstate System is 90 percent unless the project adds lanes that are not high-occupancy-vehicle or auxiliary lanes (23 U.S.C. 120(a)) and eligible toll facilities (23 U.S.C. 129(a)(5)) which are limited to 80 percent. The Federal share for a project in the territories is 100% (23 U.S.C. 120(g)). See the [Federal Share Fact Sheet](#) for additional information.

Generally, project agreements should not be modified to replace one Federal fund category with another unless specifically authorized by statute (23 CFR 630.110(a)). For additional information on earmarked funds, see [Q&As on Obligation of Earmarked Funds for Federal-Aid Projects](#).

Earmarked funds shall not participate in costs incurred prior to the date of project agreement (23 CFR 630.106(b)).

Division F of the Consolidated Appropriations Act, 2024, section 419(b), revised a project description from the Consolidated Appropriations Act, 2023, in the State of New York. That

¹ Tribal projects funded from these amounts are to be administered as if allocated under chapter 2 of title 23, U.S.C.

project, Demo ID NY792, has been amended from “Road Raising & Flood Resiliency for Amity Harbor and American Venice Project” to “Town of Babylon Federal Aid Roadway Improvement Project.” The project description will be revised in FMIS.

The State of Washington has requested in writing that the funds authorized for Demo ID WA372 “Hood River - White Salmon Interstate Bridge Replacement” 2024 project be transferred to the State of Oregon for obligation and administration in accordance with 23 U.S.C. 104(f)(3).

Further, we ask that you remind the States and territories that the Community Project Funding / Congressionally Directed Spending provided in FY 2022 (program code Y928) will expire at the end of FY 2025, and the funds provided in FY 2023 (program code Y926) will expire at the end of FY 2026. These funds will remain available for obligation in FMIS until September 30 of the applicable year.

For a project authorized from FY 2022 to FY 2024, if your staff becomes aware that 1) a State or territory will not use the funds, 2) the funds are not needed, or 3) the project otherwise cannot be advanced, please report that information to my office.

By copy of this memorandum, we request that the Budget Execution Team (HCFB-12) in the Office of Budget to update FMIS as follows:

- 1) enter the Demo IDs identified in the attached table;
- 2) process this allocation of funds, with an equal amount of obligation authority; and,
- 3) revise the project description for Demo ID NY792 to “Town of Babylon Federal Aid Roadway Improvement Project”.

If there are any questions or to provide project status information as requested above, please contact Tony DeSimone at 317-226-5307 or by email at Anthony.DeSimone@dot.gov.

Attachment

cc:

HISM-1 (Stephanos, Peter)
HISM-40 (Pratt, Samantha; Bartz, David; DeSimone, Anthony)
HIF-20 (Young, Charlena; Sullivan, Amy)
HCFB-12 (Kwok, Lily; Solomon, Betel)
HPLS (Lomax, Brian; Dane, Heather; Guendert, Zan)
FHWA-#ALLDA-OfficialMailbox
FHWA-#ALLDFS-OfficialMailbox
FHWA Financial Management-All
FHWA, CFO (Official Mailbox)

Consolidated Appropriations Act, 2024
(Public Law 118-42) Division F, Title I, Highway Infrastructure Programs

			Amount available under P.L. 118-42		Allocation of Y603 Funds This Memorandum		Obligation Authority This Memorandum DELPHI Code 1570651B50.2024.050	
State	Demo ID	Project	Project	State Total	Project	State Total	Project	State Total
AK	AK180	Scow Bay Vessel Haul Out Project	4,116,279		4,116,279		4,116,279	
AK	AK181	Anton Larsen Bay Road Extension	2,500,000		2,500,000		2,500,000	
AK	AK182	Shotgun Cove Road Construction	3,000,000		3,000,000		3,000,000	
Alaska				9,616,279		9,616,279		9,616,279
AL	AL220	Interchange Lighting at SR-24 (Corridor V)	1,120,000		1,120,000		1,120,000	
AL	AL221	U.S. Highway 411 Reroute Planning, Design and Construction Project	6,500,000		6,500,000		6,500,000	
AL	AL222	Multiphase Transportation Project Feasibility Study	1,000,000		1,000,000		1,000,000	
AL	AL223	Realignment of SR 22	11,099,750		11,099,750		11,099,750	
AL	AL224	Huntsville Northern Bypass Project	8,300,000		8,300,000		8,300,000	
AL	AL225	Additional Lanes SR-2 (U.S. 72) from County Line Road to Providence Main Road	980,000		980,000		980,000	
AL	AL226	Bethel Road Widening and Resurfacing	960,000		960,000		960,000	
AL	AL227	Athens Line Road at Highway 72 Safety Access	700,000		700,000		700,000	
AL	AL228	CR-9 Widening and Resurfacing Project	1,000,000		1,000,000		1,000,000	
AL	AL229	SR-167 Improvements	20,000,000		20,000,000		20,000,000	
AL	AL230	Talladega County SR-77 Improvements	3,000,000		3,000,000		3,000,000	
AL	AL231	SR-35 Lane Improvements	4,000,000		4,000,000		4,000,000	
Alabama				58,659,750		58,659,750		58,659,750
AR	AR158	Construction of Future I-57 from Walnut Ridge to Missouri State Line	6,000,000		6,000,000		6,000,000	
AR	AR159	Highway 412 Corridor Improvements	3,000,000		3,000,000		3,000,000	
AR	AR160	U.S. Highway 82 Corridor Improvements	5,000,000		5,000,000		5,000,000	
AR	AR161	Arkansas Highway 10 - Greenwood Bypass	5,000,000		5,000,000		5,000,000	
AR	AR162	Arkansas Highway 412 Corridor Improvements	5,000,000		5,000,000		5,000,000	
AR	AR163	Ebbing Traffic Infrastructure Enhancements	2,500,000		2,500,000		2,500,000	
AR	AR164	I-49 Extension	67,000,000		67,000,000		67,000,000	
Arkansas				93,500,000		93,500,000		93,500,000
AZ	AZ101	Buffalo Soldier Trail Reconstruction Phase I	3,792,927		3,792,927		3,792,927	
AZ	AZ102	Campbell Avenue Extension	3,000,000		3,000,000		3,000,000	
AZ	AZ103	Thornton Road Widening	3,795,000		3,795,000		3,795,000	
AZ	AZ104	Intelligent Transportation System (ITS) and Dilemma Zone Advance Detection Technology Upgrades	500,000		500,000		500,000	
AZ	AZ105	Roadway and Pedestrian Safety Improvements	1,616,279		1,616,279		1,616,279	
AZ	AZ106	Sacaton Local Road Paving - Gila River Indian Community*	850,000		0		0	
AZ	AZ107	Agua Fria Trail Phase 2 Pedestrian Bridge	500,000		500,000		500,000	

			Amount available under P.L. 118-42		Allocation of Y603 Funds This Memorandum		Obligation Authority This Memorandum DELPHI Code 1570651B50.2024.050	
State	Demo ID	Project	Project	State Total	Project	State Total	Project	State Total
AZ	AZ108	Santa Cruz County Ruby Road Bridge over the Potrero Creek and Union Pacific Railroad	3,600,000		3,600,000		3,600,000	
AZ	AZ109	Casa Grande Ash Avenue Roundabout	2,500,000		2,500,000		2,500,000	
AZ	AZ110	Oro Valley Honeybee Wash Bridge Deck Repairs	685,000		685,000		685,000	
AZ	AZ111	Tolleson I-10 Frontage Road	3,600,000		3,600,000		3,600,000	
Arizona				24,439,206		23,589,206		23,589,206
CA	CAA10	SR-210 at 5th Street Interchange Improvements	3,000,000		3,000,000		3,000,000	
CA	CAA11	Advanced Traffic Management System (ATMS)	1,000,000		1,000,000		1,000,000	
CA	CAA12	American River Parkway Trail Safety Renovation	500,000		500,000		500,000	
CA	CAA13	Citrus Heights Intelligent Transportation System Enhancements	1,616,279		1,616,279		1,616,279	
CA	CAA14	City of Simi Valley Barnard Street Bridge Rehabilitation Project	268,283		268,283		268,283	
CA	CAA15	City of Camarillo Bridge Replacement at Las Posas Road and Ventura Blvd	850,000		850,000		850,000	
CA	CAA16	County Line Road Improvement Project	4,000,000		4,000,000		4,000,000	
CA	CAA17	Ontario Avenue/I-15 Multimodal Corridor Enhancement Project	4,000,000		4,000,000		4,000,000	
CA	CAA18	Highway 111 Resurfacing Project	4,000,000		4,000,000		4,000,000	
CA	CAA19	I-215 and Garbani Road Interchange Project	2,200,000		2,200,000		2,200,000	
CA	CAA20	I-10 Cherry Valley Interchange Project	2,000,000		2,000,000		2,000,000	
CA	CAA21	State Route 227 Multimodal Corridor– Edna Valley Trail Segments 6 & 7	850,000		850,000		850,000	
CA	CAA22	Ygnacio Valley Road Rehabilitation from Oak Grove Road to City Limits Project	1,235,057		1,235,057		1,235,057	
CA	CAA23	Saratoga Safe Routes to School	500,000		500,000		500,000	
CA	CAA24	Hamilton Avenue Rehabilitation and Complete Streets Improvements	500,000		500,000		500,000	
CA	CAA25	Monterey Road Corridor Safety and Transit Improvements	500,000		500,000		500,000	
CA	CAA26	Martinez San Francisco Bay Trail Gap Closure Project	900,000		900,000		900,000	
CA	CAA27	State Route 37 / Fairgrounds Drive Interchange Improvement Project	850,000		850,000		850,000	
CA	CAA28	San Pablo Avenue Complete Street/Bay Trail Gap Closure	1,000,000		1,000,000		1,000,000	
CA	CAA29	San Pablo Avenue Bridge Replacement/Complete Streets Project	850,000		850,000		850,000	
CA	CAA30	Magic Mountain Parkway Project	5,000,000		5,000,000		5,000,000	
CA	CAA31	Santa Clarita Valley Multimodal and Resiliency Enhancements	5,000,000		5,000,000		5,000,000	
CA	CAA32	Lancaster City Avenue M Interchange Project	2,000,000		2,000,000		2,000,000	

**ARIZONA DEPARTMENT OF TRANSPORTATION
PROGRESS PAYMENT REPORT**

Report No.			IGA/JPA	25-0011288-I	
ADOT PO #			PROGRESS		
Item No.			FINAL		
Federal-aid No.		GDY25-271			
ADOT Project No.		T0700 01D/01X			
Name of Project		ITS And Dilemma Zones			
Name of Vendor					
REMIT PAYMENT TO:					
Date Started :		Estimated Completion Date:	% Billed	% Complete	
SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED					
Items	DESCRIPTION Hours	CONTRACT AMOUNT	Previous Accumulative Amount	Current Month	Accumulative Amount
	PER IGA 25-0011288-I See Attached				\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Submitted By: _____			Date: _____		Total to Date
					\$0.00
Approved By: _____			Date: _____		Total Previous Report
					\$0.00
ADOT Project Manager					Current Report
					\$0.00

ITEM #: 8.
DATE: 03/23/2026
AI #:3165



CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION AUTHORIZING ACQUISITIONS OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE ESTRELLA PARKWAY AND SPRING DRIVE TRAFFIC SIGNAL IMPROVEMENTS PROJECT (CIP #42101)

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

SUMMARY

Approval of this item will authorize the acquisition of land rights (temporary construction access easements) within the project corridor necessary for the completion of the Estrella Parkway and Spring Drive Traffic Signal Improvements project (CIP #42101).

STRATEGIC PLAN ALIGNMENT



Economic
Vitality



INFRASTRUCTURE

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2513 AUTHORIZING THE ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE ESTRELLA PARKWAY AND SPRING DRIVE TRAFFIC SIGNAL IMPROVEMENT PROJECT. (Kimberly Romero, Real Estate Supervisor)

FISCAL IMPACT

This project (CIP #42101) is included in the city's fiscal year FY2026 capital improvement program budget. The budget for the land component is \$50,000.00 and will be used to pay compensation for (i) the three temporary construction and access easements required for the project; (ii) payment for personal property improvements that may be impacted by the project; (iii) payment of cost to cure; and (iv) transaction-related cost such as title reports, appraisals, appraisal reviews, escrow closing cost, partial release fees, right of entry, title insurance and legal fees of outside counsel and litigation guarantee reports, if eminent domain is required.

BACKGROUND AND PREVIOUS ACTIONS

At the June 9, 2025 Regular Meeting, Council approved the Estrella Parkway and Spring Drive Traffic Signal Improvements (CIP #42101) project in the adoption of Resolution No. 2025-2475 Determining and Adopting the Final Estimates of Proposed Revenues and Expenditures by the City of Goodyear for FY2026.

STAFF ANALYSIS

The project will enhance the intersection by installing ADOT-standard traffic signals, and includes new Intelligent Transportation Systems (ITS) infrastructure, including the installation of a fiber segment that will connect to existing city fiber and close a gap in the city's network.

The project also includes improvements to the existing ramps at all corners of the intersection and related features to ensure compliance with the Americans with Disabilities Act (ADA).

The project impacts three parcels located at the project intersection. A depiction of the three impacted parcels is provided in the Right-of-Way Strip Map attached as Exhibit "A" to Resolution No. 2026-2513 (Attachment A).

Based on the current design, the city will need to acquire Temporary Construction Easements (TCEs) from the property owners of the properties on three of the four intersection corners as depicted in the Right-of-Way Strip Map. The TCEs are necessary to accommodate construction activities, including providing access to the right-of-way within which the traffic signal improvements will be installed, the placement and operation of specialized equipment required for underground utility installation (e.g., directional boring equipment), as well as construction access and staging. These activities cannot be performed entirely within the existing right-of-way due to equipment footprint and operational safety requirements. The foregoing activities will impact personal property within the easements being acquired, including the removal of certain personal property.

The easements will be temporary in nature, and property owners will be compensated for the easements and the damage and/or removal of personal property located within the easements being acquired in accordance with applicable acquisition policies and state law.

Staff recommends Council adopt Resolution No. 2026-2513 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 from the owners of the properties identified on the Right-of-Way Strip Map.

Attachments

Attachment A - Resolution No. 2026-2513 with Exhibit

RESOLUTION NO. 2026-2513

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE ESTRELLA PARKWAY AND SPRING DRIVE TRAFFIC SIGNAL IMPROVEMENT PROJECT.

WHEREAS, the Mayor and Council of the city of Goodyear previously approved Capital Improvement Project (CIP) Number 42101 Estrella Parkway and Spring Drive Traffic Signal Improvements Project ("Estrella Parkway") to improve and install standard traffic signals for the intersection of Estrella Parkway and Spring Drive (the "Project");

WHEREAS, The Project will install standard traffic signals at the intersection of Estrella Parkway and Spring Drive and intersection improvements in accordance with City of Goodyear traffic signal standards and the requirements of the American with Disabilities Act;

WHEREAS, the Project includes the installation of: signals, new ITS infrastructure, fiber from Estrella Parkway and Spring Drive for the conduit/pull box, and ramps where none exist; improvements to existing ramps, pushbutton placement, ramp slopes, landings, and additional appurtenant improvements (collectively the "Project Improvements");

WHEREAS, the completion of the Project Improvements will provide the City of Goodyear at the intersection of Estrella Parkway and Spring Drive improved traffic flow and safety for the northbound and southbound traffic on Estrella Parkway and will improve accessibility for pedestrians and in compliance with the Americans with Disabilities Act;

WHEREAS, design plans for the Project Improvements are 30% complete and the City's design consultants have determined that the City has sufficient right of way needed for the installation of the Project Improvements;

WHEREAS, the City's design consultants have determined that temporary construction and access easements are required on three of the four intersection corners for access, equipment staging, grading, and other activities associated with the installation of the Project Improvements;

WHEREAS, because the construction activities that will be performed within the temporary construction and access easements will impact certain existing personal property located within the temporary construction and access easement areas, the City is required to acquire such personal property;

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 temporary construction easements necessary for the completion of the Project Improvements and, the removal of personal property thereon if required to allow the construction of the Project Improvements; and

WHEREAS, the City of Goodyear has determined that the acquisition of the Temporary Construction and Access Easement(s) and personal property that will be impacted by the construction activities that will be performed within the temporary construction and access easement area(s) to be acquired 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 and Access Easements in the areas generally depicted in the Right of Way Strip Map as Exhibit "A" attached hereto and the personal property located therein that will be impacted by the construction activities within the Temporary Construction and Access Easements are needed for the completion of CIP Number 42101 Estrella Parkway and Spring Drive Improvements Project and 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. City staff is hereby authorized and directed to acquire, by dedication, donation, purchase, or the exercise of the power of eminent domain, Temporary Construction and Access Easements within the areas depicted in the Right of Way Strip Map as Exhibit "A" attached hereto as determined by the final engineering design plans and any personal property located within the areas of the Temporary Construction and Access Easements being acquired that will need to be removed or that will be impacted 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 Temporary Construction and Access Easements 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 Temporary Construction and Access Easements 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 their designee, is expressly authorized to take all actions and execute all documents necessary to acquire the Temporary Construction and Access Easements and personal property interests needed for the completion of the CIP #42101 Estrella Parkway and Spring Drive as authorized herein, and to carry out the intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 23rd day of March, 2026.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

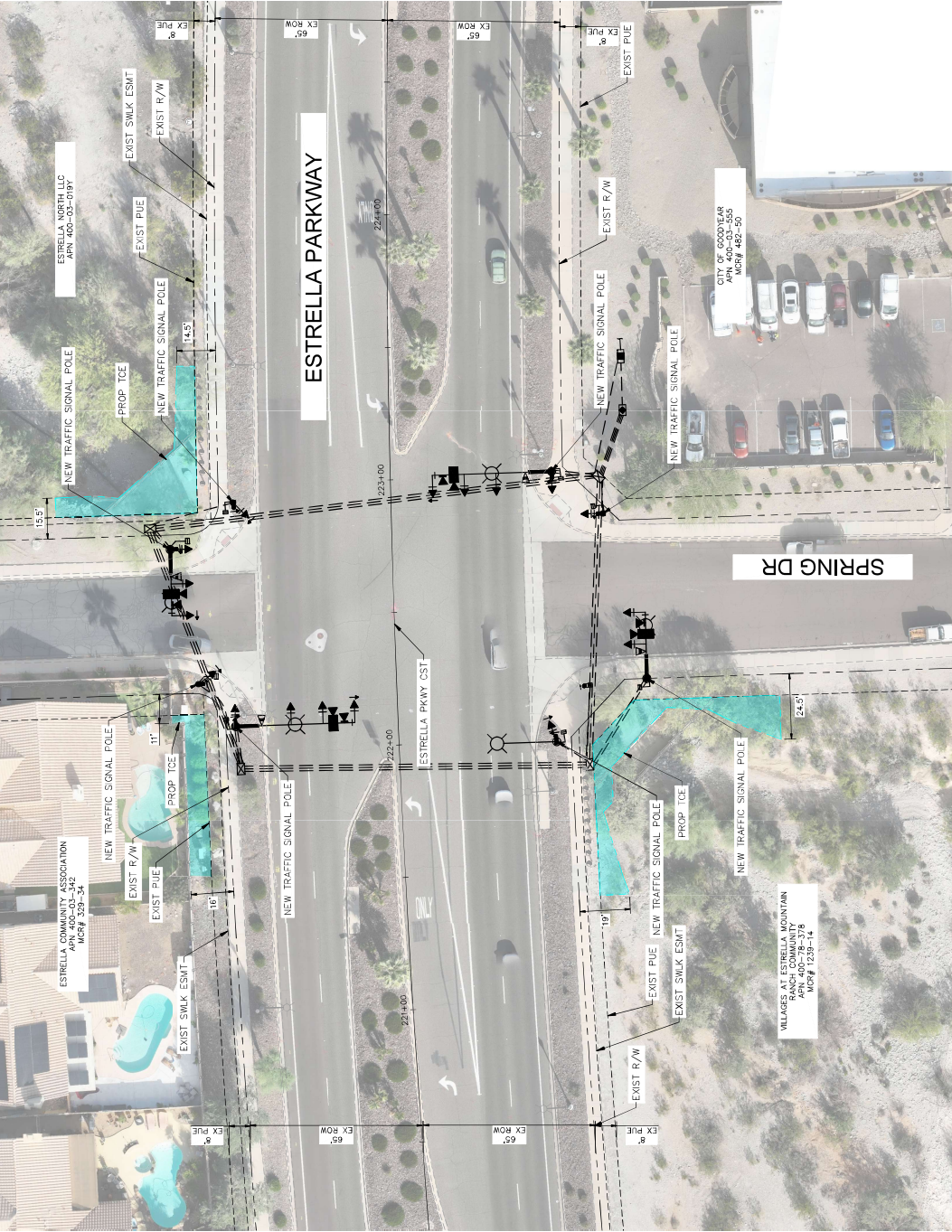
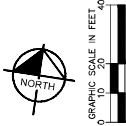
Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

EXHIBIT "A"

RIGHT-OF-WAY STRIP MAP

ESTRELLA PKWY AND SPRING DR
TEMPORARY CONSTRUCTION EASEMENT
STRIP MAP
02/06/2026



LEGEND
PROPOSED TEMPORARY
CONSTRUCTION EASEMENT

QUANTITY

APN NUMBER	AREA (SQUARE FEET)
400-03-018Y	930
400-03-342	490
400-78-378	1050

ITEM #: 9.
DATE: 03/23/2026
AI #:3122



CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION AUTHORIZING THE SUBMISSION OF A DEPARTMENT OF HOMELAND SECURITY GRANT APPLICATION

STAFF PRESENTER(S): Brian Issitt, Chief of Police

SUMMARY

Council consideration and authorization for the Goodyear Police Department to submit an application for the Department of Homeland Security (DHS) Phoenix Urban Area Security Initiative (UASI) Grant program to purchase night vision devices.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2514 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FY2026 PHOENIX URBAN AREA SECURITY GRANT FUNDS FOR \$391,000, FOR THE GOODYEAR POLICE DEPARTMENT, TO PURCHASE NIGHT VISION DEVICES, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE ALL DOCUMENTS RELATING TO THE GRANT APPLICATION AND GRANT AWARD, AND AUTHORIZING A BUDGET TRANSFER TO ALLOW FOR EXPENDITURE OF THE GRANT (IF GRANT FUNDS ARE AWARDED). (Brian Issitt, Chief of Police)

FISCAL IMPACT

The Goodyear Police Department is requesting funding of \$391,000.00 from the DHS Phoenix UASI Grant, and its grant application is included as Attachment B. There are no matching fund requirements with this grant.

BACKGROUND AND PREVIOUS ACTIONS

The UASI program is part of the DHS Grant Program and aims to assist high-threat, high-density urban areas in building, sustaining, and improving their capabilities to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The UASI program focuses on addressing identified security gaps, increasing inter-agency coordination, and strengthening critical infrastructure protection.

Goodyear is geographically located in an area that has been directly impacted by the ongoing border crisis due to its close proximity to major smuggling and trafficking corridors into the United States from Mexico. These activities often occur under the cover of darkness and in remote terrain, creating

significant public safety and homeland security challenges. Due to Goodyear's geographic location, the Goodyear Police Department's Special Assignments Unit (SAU) is frequently called upon to support high-risk tactical operations involving armed suspects, narcotics interdiction, and organized crime.

STAFF ANALYSIS

The Goodyear Police Department was notified by the UASI program manager that additional FY2025 funding was available. Departments that are interested in requesting additional funding are to use the FY2026 application process, with specific instructions to include FY2025 in the Project Title. The Goodyear Police Department identified that SAU's ability to operate safely and effectively at night is currently limited by insufficient night vision capability, increasing the risk to officers and the community. As a result, the Goodyear Police Department is submitting for additional FY2025 UASI grant funding to purchase night vision devices. This would provide SAU with the capability to operate more efficiently and effectively, particularly in nighttime operations.

Staff recommends adopting Resolution No. 2026-2514 included as Attachment A, approving the submission of the grant application (Attachment B).

Attachments

Attachment A - Resolution No. 2026-2514

Attachment B - Grant Application

RESOLUTION NO. 2026-2514

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FY2026 PHOENIX URBAN AREA SECURITY GRANT FUNDS FOR \$391,000, FOR THE GOODYEAR POLICE DEPARTMENT, TO PURCHASE NIGHT VISION DEVICES, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE ALL DOCUMENTS RELATING TO THE GRANT APPLICATION AND GRANT AWARD, AND AUTHORIZING A BUDGET TRANSFER TO ALLOW FOR EXPENDITURE OF THE GRANT (IF GRANT FUNDS ARE AWARDED).

WHEREAS, it is in the best interest of the City to apply for Phoenix Urban Area Security Initiative grant funds for assistance in purchasing night vision devices for the police department;

WHEREAS, the projects qualify as eligible projects under the UASI grant program; and

WHEREAS, there is no match requirement for this application.

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

SECTION 1. The City Manager, or their designee, is hereby authorized to submit an application to the Department of Homeland Security for the Phoenix Urban Area Security Initiative for night vision devices for the police department for an amount not to exceed \$391,000.

SECTION 2. If the grant application is awarded, the City will enter into a Grant Agreement with the Department of Homeland Security to implement the projects or programs that have been approved by the Department of Homeland Security.

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

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

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 23rd day of March, 2026.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney



2026 Phoenix Urban Area Security Initiative Grant Application

Submitted by Jeff Carrion on January 20, 2026 - 5:30pm

PROJECT DESCRIPTION

Project Title: "FY25" Night Vision Observation Device Capability for Goodyear Police Department Special Assignments Unit (SAU)

Project Summary:

Project Title: Night Vision Observation Device Capability for the Goodyear Police Department Special Assignments Unit (SAU) The City of Goodyear, located in the rapidly growing West Valley of the Phoenix metropolitan area, is directly impacted by the ongoing border crisis due to its proximity to major smuggling routes used to enter the United States from Mexico. The routes include major Interstates 8 and 10, and Maricopa County roads MC 85 and State Route 238. The roads all serve as major points of travel into the City of Goodyear from the southern border into the Phoenix Metropolitan area. These corridors facilitate human smuggling, drug trafficking, and the movement of transnational criminal organizations. Criminals often exploit darkness and remote terrain to avoid detection. This creates a significant challenge to public safety and homeland security operations. The Goodyear Police Department Special Assignments Unit (SAU) is frequently called upon to support high-risk tactical operations involving armed suspects, narcotics interdiction, and organized crime throughout the valley. Additionally, SAU provides regional assistance to partner agencies during border-related operations and homeland security responses. Our SAU has been called upon to assist Homeland Security Investigations with warrants involving known criminals with ties to transnational criminal organizations linked to human trafficking and drug trafficking. The DEA has also requested Goodyear SAU assistance to interdict a vehicle loaded drugs crossing the border on a different occasion. SAU's current night operations are severely limited by a lack of sufficient night vision capability within the department, placing both officers and the community at risk. The Goodyear Police Department is requesting UASI funding assistance to acquire 25-night vision observation devices for deployment within SAU to reduce operational gaps. The total estimated cost of this project is \$391,000. These devices will allow tactical operators to effectively identify, track, and interdict threats in low-light and no-light environments, thereby enhancing operational effectiveness and safety. The requested equipment will directly support the following missions:

- Border Security and Crisis Response: Enhance the detection and interdiction of human smuggling and narcotics trafficking operations connected to cross-border criminal activity.
- Protection of Soft Targets and Crowded Places: Strengthen the ability to monitor and secure large-scale public gatherings, entertainment districts, and critical infrastructure during nighttime operations.
- Regional Mutual Aid: Provide enhanced tactical support to surrounding jurisdictions within the UASI region during joint operations, including border-related incidents and terrorism response. Night vision observation devices are force multipliers for tactical operators, without advance equipment operations are limited to artificial lighting, placing operators at risk. The strategic benefits of this investment include:

- Improved Border Crisis Response: Goodyear's location along smuggling routes positions SAU to play a key role in intercepting threats moving north from the border.
- Enhanced Regional Security: The devices will enable coordinated responses to large-scale incidents, such as attacks on soft targets, where night operations are expected.
- Officer and Community Safety: Operators will be able to conduct covert surveillance and tactical movement, minimizing risks to themselves and civilians.
- UASI Goal Alignment: This project supports the National Priority Areas of combating domestic violent extremism, enhancing protection of soft targets and crowded places, and increasing intelligence, information sharing through operational effectiveness and supporting border crisis response and enforcement.
- Strategic Leadership Alignment: The increased capability is directly in line with the Police Chief's strategic plan for the Police Department, which includes equipping officers with advanced tools to meet emerging threats and expanding SAU to transition into a full-time, dedicated team. This project strengthens that vision by ensuring that the unit's future operational capacity is matched with the necessary equipment resources. The Goodyear Police Department will maintain, store, and service the devices through existing departmental resources throughout the equipment lifecycle. Training on use and maintenance will be integrated into ongoing SAU training programs. This ensures that the devices will provide long-term

operational capability beyond the grant period. The requested 25- night vision observation devices, at an estimated cost of \$391,000, are a critical enhancement to the Goodyear Police Department SAU's ability to protect the community and support regional homeland security missions. By improving nighttime operational capacity, this project will directly enhance border security, protect soft targets and crowded places, and strengthen regional resilience against evolving threats. This request is consistent with the Chief's strategic plan to expand the SAU into a full-time unit and ensure it is properly equipped to provide professional, innovative, and effective service in the face of evolving challenges.

Organization Name:

Goodyear Police Department

COMMENTS / REVIEW

Funding Year: 2026

Performance Period: October 1, 2026 to September 30, 2027

Award Letter Date: September 21, 2026

Award Docs Return by Date: Sunday, Jan. 31, 2027

Award Exp Start Date: Thursday, Oct. 1, 2026

EHP: A

Applicant Title:

Lieutenant

Applicant Name:

Jeff Carrion

Applicant Email:

jcarrion@goodyearaz.gov

Applicant Office Phone:

(623) 882-7645

Applicant Cell Phone:

(480) 527-7297

Address:

11 N. 145th Avenue
Goodyear AZ 85338-2901

Head of Agency Title:

City Manager

Head of Agency Name:

Wynette Reed

Head of Agency Email:

wynette.reed@goodyearaz.gov

Head of Agency Office Phone:

(623) 882-7058

Program Contact Title:

Lieutenant

Program Contact Name:

Jeff Carrion

Program Contact Email:

jcarrion@goodyearaz.gov

Program Contact Office Phone:

(623) 882-7645

Program Contact Cell Phone:

(480) 527-7297

Fiscal Contact Title:

Support Services Manager

Fiscal Contact Name:

Jennifer Calovini

Fiscal Contact Email:

jcalovini@goodyearaz.gov

Fiscal Contact Office Phone:

(623) 882-7805

Fiscal Contact Cell Phone:

(623) 882-6085

Address:

11 N. 145th Avenue

Goodyear AZ 85338-2901

AGENCY DEMOGRAPHICS

Number of sworn personnel: 185

Specialized Team Project Supports: SWAT

Number of personnel on Specialized Team Project Supports: 20

INITIATIVES

Is this project a Law Enforcement Terrorism Prevention Activity (LETPA)?: Yes

Initiatives:

Strengthen CBRNE Detection, Response & Decontamination Capabilities

Project Type: Establish/enhance regional response teams

Is this project also submitted in SHSGP?: No

Does this project support a National Priority Area?:

Yes

Explain how this project supports the National Priority Area you selected above.:

The City of Goodyear, located in the rapidly growing West Valley of the Phoenix metropolitan area, is impacted by the ongoing border crisis due to its proximity to major smuggling and trafficking corridors originating at the U.S.–Mexico border. Interstates 8 and 10, Maricopa County Route 85, and State Route 238 serve as primary northbound routes into the Phoenix metropolitan area and are frequently exploited for human smuggling, narcotics trafficking, and the movement of transnational criminal organizations. These activities often occur under the cover of darkness and in remote terrain, creating significant public safety and homeland security challenges. The Goodyear Police Department Special Assignments Unit (SAU) plays a supporting role in regional border enforcement and interdiction efforts. SAU conducts high-risk tactical operations involving armed suspects, narcotics interdiction, and organized criminal activity, and provides support to federal and regional partners homeland security operations. The unit has assisted Homeland Security Investigations with warrants targeting transnational criminal organizations involved in human and drug trafficking and has supported the Drug Enforcement Administration in intercepting narcotics-laden vehicles originating from the border. SAU's ability to operate safely and effectively at night is currently limited by insufficient night vision capability, increasing risk to officers and the community. This project will enhance Goodyear's capacity to support nighttime border enforcement operations, regional task force missions, and the protection of soft targets and crowded places.

1. What is the terrorism threat your area faces that will be addressed by this project?:

Other

Describe "Other" Terrorism Threat(s):

The City of Goodyear is geographically located in the western part of the Phoenix metropolitan area. This area has been directly impacted by the ongoing border crisis due to its close proximity to major smuggling routes into the United States from Mexico. The routes include major interstates 8 and 10 as well as Maricopa County roads MC 85 and State Route 238. The roadways serve as major travel points from Mexico to the Phoenix Metropolitan area. These corridors facilitate human smuggling, drug trafficking, and the movement of transnational criminal organizations. Criminals often exploit darkness and remote terrain to avoid detection. This creates a significant challenge to public safety and homeland security operations. Much of this criminal activity is funded and carried out under the direction of Mexican drug cartels which have been designated as terrorist organizations and pose a significant threat anywhere they operate.

2. Explain how this project will assist your agency in preventing/protecting against/mitigating/responding to/recovering from all hazards events and threats including your chosen terrorism threat in question 1.:

The Goodyear Police Department Special Assignments Unit (SAU) is frequently called upon to support high-risk tactical operations involving armed suspects, narcotics interdiction, and organized crime throughout the valley.

Additionally, SAU provides regional assistance to partner agencies during border-related operations and homeland security responses. Our SAU has been called upon to assist Homeland Security Investigations with warrants involving known criminals with ties to transnational criminal organizations linked to human trafficking and drug trafficking. The DEA has also requested Goodyear SAU assistance to interdict vehicles loaded drugs crossing the border on a different occasions. SAU's current night operations are severely limited by a lack of sufficient night vision capability within the department, placing both officers and the community at risk. This project would provide us with the capability to operate more efficiently and effectively particularly in night time operations. The project will also enhance SAU's ability to operate more safely against any potential hostile, criminal or terror related activity.

3. Mission Area > Core Capability:

- Respond › On-Scene Security, Protection, and Law Enforcement

3a. Capability Target > POETE > Gap:

- Within 4 hour(s) of an incident, provide security and law enforcement services to protect emergency responders and 54,000 people affected. › Equipment › Law enforcement

4. What resources does your agency currently have to support the capability target selected above?:

The Goodyear Police Department currently has a Special Assignments Unit with 20 personnel that would respond to any critical needs related to terrorism or any type of regional assistance request for SWAT assets and any type of law enforcement function as well as a CBRNE responses however we are lacking the ability to function as a team during any night time operations with enhanced optics capability.

5. How will this project help your agency to achieve the capability target selected above?:

This project will allow Goodyear Police Department SAU to bring a more well rounded and effective capability to any regional response to terrorism, cbrne operations or any critical incident where a regional response is appropriate or requested. The ability to operate safely and effectively during night time operations with Night Observation Devices will allow the Goodyear Police Department to better support any partner agencies as it relates to terrorism, border security related operations and any other criminal activity where our assistance is needed to provide security or law enforcement services to protect emergency responders and the community.

6. Will your agency continue to maintain, support and sustain this capability with other funding sources if Homeland Security grant funds were no longer available?: Yes

6a. What is your agency's sustainment plan for this capability?:

The Goodyear Police Department would plan to add this capability into our asset replacement program to ensure we can maintain, support and sustain this capability moving forward.

7. Does this project support a NIMS typed resource?: Yes

7a. Select NIMS Typed Resource:

SWAT/Tactical Teams

8. Has your agency previously been awarded Homeland Security Grant Program (SHSGP, UASI and/or OPSG) funding to support this project/capability?: No

9. Is this a multi-phase project?:

No

10. Will your project benefit more than just your own agency?:

Yes

10a. List which agencies that will have a direct benefit:

All of our regional partners but specifically our capability will assist our federal partners, our neighbors, Buckeye, Avondale, Phoenix, Glendale and Luke AFB.

10b. Describe in detail how the agencies mentioned in question 10a will benefit.:

This project will benefit the surrounding agencies when they request support from our Special Assignments Unit for high risk operations, criminal apprehensions and any regional response requested for an act of terrorism, or law enforcement services after a critical incident.

11. Is your agency prepared to provide up to 25% cash (hard) or in-kind (soft) match and ensure it is tracked and documented should matching funds be a requirement in FFY 2026?:

No

PLANNED ACTIVITIES FOR QUARTER #1

Develop a project management plan and prepare documents needed to gain approval from the City of Goodyear City Council to accept and send grant funds from the UASI working group.

PLANNED ACTIVITIES FOR QUARTER #2

Complete all procurement documentation, execute purchase orders and/or contracts for purchase, and monitor progress. Review and make modifications if needed to the timeline and schedule for acquisitions. Review overall implementations to identify any potential conflicts with vendors or stakeholders.

PLANNED ACTIVITIES FOR QUARTER #3

Monitor progress, pay for and receive the equipment making modifications if needed. Review overall implementation to identify any potential conflicts with vendors and stakeholders.

PLANNED ACTIVITIES FOR QUARTER #4

Ensure payments for equipment are completed for this grant cycle. Review the overall implementation to identify any potential conflicts with vendors and stakeholders in reference to billing and reimbursements.

Equipment Item	Age/Condition of Equipment	Qty Requested	Cost Per Unit	Total Requested	Total Awarded
Item Name: Night Observation Devices AEL: 03OE-02-TILA Description: This equipment will be used by our Special Assignments Unit that responds to the most critical situations and provides support to both state and federal partners in the regions. The equipment will be assigned to each team member and integrated through training into their standard response capability. This project will allow tactical operators to effectively identify, track, and interdict threats in low-light and no-light environments, thereby enhancing operational effectiveness and safety.	N/A	25	\$15,640	\$391,000	\$0
				\$391,000	\$0

Equipment Requested Total: \$391,000

Equipment Awarded Total: \$0

Training Item	Backfill / Overtime	Workshops / Conferences	Trainers / Contractors / Consultants		Supplies	Travel	Total Requested	Total Awarded
Training Name: N/A	\$0	\$0	\$0		\$0	\$0	\$0	\$0
Training Description: N/A								
Backfill / Overtime Details: N/A								
Workshops / Conferences Details: N/A								
Trainers / Contractors / Consultants Details: N/A								
Supplies Details: N/A								
Travel Details: N/A								
							\$0	\$0

Training Request Total: \$0

Training Award Total: \$0

Does your agency have an IPP?:

Yes

IPP Document:

 goodyear_mytep_2026-2028.pdf (https://azdohs.gov/system/files/goodyear_mytep_2026-2028_0.pdf)

Description	Exercise Type	Backfill / Overtime	Workshops / Conference	Trainers / Contractors / Consultants	Supplies	Travel	Total Requested	Total Awarded
N/A		\$0	\$0	\$0	\$0	\$0	\$0	\$0
							\$0	\$0

Exercise Requested Total: \$0

Exercise Awarded Total: \$0

Does your agency have an IPP?:

No

Description	Backfill and Overtime	Workshops / Conference	Staff / Contractors / Consultants	Materials	Travel	Total Requested	Total Awarded
N/A	\$0	\$0	\$0	\$0	\$0	\$0	\$0
						\$0	\$0

Planning Request Total: \$0**Planning Award Total: \$0**

Description	Overtime	Operational Expenses	Staff / Contractors / Consultants	Total Requested	Total Awarded
N/A	\$0	\$0	\$0	\$0	\$0
				\$0	\$0

Organizational Activity Request Total: \$0**Organizational Activity Award Total: \$0**

Description	Backfill / Overtime	Personnel / Contractor / Consultant	Travel	Materials	Total Requested
N/A	\$0	\$0	\$0	\$0	\$0
					\$0

M&A Total Requested: \$0**M&A Awarded Total: \$0**

PROJECT REQUEST TOTAL

Cost Category	Total Requested	Total Awarded
Equipment Total	\$391,000	\$0
Exercise Total	\$0	\$0
Training Total	\$0	\$0
Planning Total	\$0	\$0
Organization Total	\$0	\$0
Project Total	\$391,000	\$0
	M&A Amount Requested	M&A Amount Awarded
Management and Administration	\$0	\$0
	Indirect Costs Requested	Indirect Costs Approved
Indirect Costs	No	No

Is your agency seeking indirect costs?: No

Can partial funding be accepted in support of this project?: No

Select a 2026 National Priority Area:

Enhancing the protection of soft targets and crowded places

Source URL (retrieved on Jan 23 2026 - 4:09pm): <https://azdohs.gov/entityform/5471>

ITEM #: 10.
DATE: 03/23/2026
AI #:3178



CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE DEPARTMENT OF JUSTICE (DOJ) FOR A CRIME GUN INTELLIGENCE CENTER (CGIC).

STAFF PRESENTER(S): Brian Issitt, Chief of Police

SUMMARY

Council consideration and authorization for the Goodyear Police Department to submit an application to the Department of Justice (DOJ) for the Local Law Enforcement Crime Gun Intelligence Center (CGIC) Integration grant program to purchase a MatchPoint Analysis Station, BrassTrax Acquisition Station, and PAG800 Stereo Zoom microscope to establish a CGIC.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2515 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FY2025 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION GRANT FUNDS FOR \$441,884, FOR THE GOODYEAR POLICE DEPARTMENT, TO PURCHASE A MATCHPOINT ANALYSIS STATION, BRASSTRAX ACQUISITION STATION, AND A PAG800 STEREO ZOOM MICROSCOPE TO ESTABLISH A CRIME GUN INTELLIGENCE CENTER, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE ALL DOCUMENTS RELATING TO THE GRANT APPLICATION AND GRANT AWARD, AND AUTHORIZING A BUDGET TRANSFER TO ALLOW FOR EXPENDITURE OF THE GRANT (IF GRANT FUNDS ARE AWARDED). (Brian Issitt, Chief of Police)

FISCAL IMPACT

The Goodyear Police Department is requesting funding of \$441,884 from the DOJ Local Law Enforcement CGIC Integration Grant (Attachment B). There are no matching fund requirements for this grant.

BACKGROUND AND PREVIOUS ACTIONS

In collaboration with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), the Local Law Enforcement CGIC Integration Initiative supports law enforcement agencies in the establishment and expansion of CGICs to address firearm-related crime. CGICs are an interagency collaboration focused on the timely collection, management, and analysis of crime gun evidence, such as shell casings and semiautomatic handguns, using ATF's National Integrated Ballistic Information Network (NIBIN) and Electronic Tracing System (eTrace).

The Goodyear Police Department responds to violent gun crimes, often times requiring the collection, processing, and analysis of firearm and ballistic evidence. This examination is frequently restricted by access to necessary equipment. In an effort to continue directly supporting law enforcement operations, this project will substantially improve firearm evidence processing times, increase case clearance rates, and decrease shootings in the community through the development and implementation of a CGIC.

STAFF ANALYSIS

This project will enable the Goodyear Police Department to secure critical equipment for the processing and examination of firearm evidence within a 24 to 48-hour period following an incident. This equipment will be housed at the City's Crime Lab, with the Goodyear Police Department as a primary agency providing assistance and system accessibility to surrounding police agencies (Avondale, Tolleson, Litchfield Park, Luke Air Force Base, and Peoria among others).

To serve the Goodyear Community and provide additional support to the greater Phoenix metropolitan area, the procurement of specific equipment is necessary for collecting firearm evidence, conducting test fires, entering firearms exhibits into NIBIN, and conducting exhibit correlations to develop leads and further case clearance. Staff recommends adopting Resolution No. 2026-2515 (Attachment A), approving the Goodyear Police Department to submit the grant application.

Attachments

Attachment A - Resolution No. 2026-2515

Attachment B - Grant Application

RESOLUTION NO. 2026-2515

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE FY2025 LOCAL LAW ENFORCEMENT CRIME GUN INTELLIGENCE CENTER INTEGRATION GRANT FUNDS FOR \$441,884, FOR THE GOODYEAR POLICE DEPARTMENT, TO PURCHASE A MATCHPOINT ANALYSIS STATION, BRASSTRAX ACQUISITION STATION, AND A PAG800 STEREO ZOOM MICROSCOPE TO ESTABLISH A CRIME GUN INTELLIGENCE CENTER, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE ALL DOCUMENTS RELATING TO THE GRANT APPLICATION AND GRANT AWARD, AND AUTHORIZING A BUDGET TRANSFER TO ALLOW FOR EXPENDITURE OF THE GRANT (IF GRANT FUNDS ARE AWARDED).

WHEREAS, it is in the best interest of the City to apply for Local Law Enforcement Crime Gun Intelligence Center Integration grant funds for assistance in purchasing a MatchPoint Analysis Station, BrassTrax Acquisition Station, and PAG800 Stereo Zoom microscope to establish a Crime Gun Intelligence Center for the police department;

WHEREAS, the projects qualify as eligible projects under the Local Law Enforcement Crime Gun Intelligence Center program; and

WHEREAS, there is no match requirement for this application.

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

SECTION 1. The City Manager, or their designee, is hereby authorized to submit an application to the Department of Justice for the Local Law Enforcement Crime Gun Intelligence Center Integration for purchasing a MatchPoint Analysis Station, BrassTrax Acquisition Station, and PAG800 Stereo Zoom microscope to establish a Crime Gun Intelligence Center for the police department for an amount not to exceed \$441,884.

SECTION 2. If the grant application is awarded, the City will enter into a Grant Agreement with the Department of Justice to implement the projects or programs that have been approved by the Department of Justice.

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

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

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 23rd day of March, 2026.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

Proposal Abstract

Applicant Name: City of Goodyear Police Department

Category 2: Implementation of a new CGIC

Project Title: Goodyear Police Department CGIC Initiative

The Goodyear Police Department responds to violent gun crimes, often times requiring the collection, processing, and analysis of firearm and ballistic evidence. This examination is frequently restricted by access to necessary equipment. In an effort to continue directly supporting law enforcement operations, this project will substantially improve firearm evidence processing times, increase case clearance rates, and decrease shootings in the community through the development and implementation of a Crime Gun Intelligence Center (CGIC).

This project will enable the Police Department to secure critical equipment for the processing and examination of firearm evidence within a 24 to 48 hour period following an incident. This project will occur in the Goodyear service area, with the Police Department as a primary agency providing access regionally to additional agencies (Police Departments: Avondale, Tolleson, Litchfield Park, Luke Air Force Base, and Peoria, among others). To serve the Goodyear, Arizona community and provide additional support to the greater Phoenix-metropolitan area, the procurement of specific equipment is necessary for collecting firearm evidence, conducting test fires, entering firearm exhibits into NIBIN, and conducting exhibit correlations to develop leads and further case clearance.

Deliverables and Performance Measures

The Police Department will submit performance measures regularly via the BJA Local Law Enforcement CGIC Integration Initiative Performance Measures form in JustGrants.

Additionally, the development of reports to demonstrate achievement through NIBIN leads, test fires and firearms traces, improved case clearance rates, decreased shootings in the community, and lessons learned during the implementation process. An application for ATF CGIC Certification will be submitted to further dedication and support for the effective use of CGIC in crime gun reduction strategies through organizational partnership.

NIBIN GRANT -- GOODYEAR CGIC INITIATIVE PROGRAM NARRATIVE

I. Description of the Need: The Goodyear Police Department proposes the Goodyear Crime Gun Intelligence Center Initiative as a response to the violent gun crime in the Goodyear, Arizona community. This project aims to increase timely NIBIN leads, improve case clearance, and provide direct support to law enforcement operations through the prompt collection, processing, and analysis of firearm and ballistic evidence.

Goodyear violent crime cases, involving homicide, aggravated assault, robbery, and sexual assaults, increased 24.14% in 2024 and again by 34.26% in 2025. During these times, the City of Goodyear's population was approximately 118,186 and 123,279, respectively, an overall population increase of 4-6% annually. Violent crime cases involving a firearm accounted for 31.9% of the total case volume for 2024 and 2025. The illegal use of a firearm contributed directly to a homicide and several non-fatal shootings (aggravated assaults and robberies) during this time period. Specifically, a firearm was utilized in 38.9% and 39.3% of aggravated assault cases from 2024 and 2025, while 51.3% of robberies in this same time period included firearms as the primary weapon.

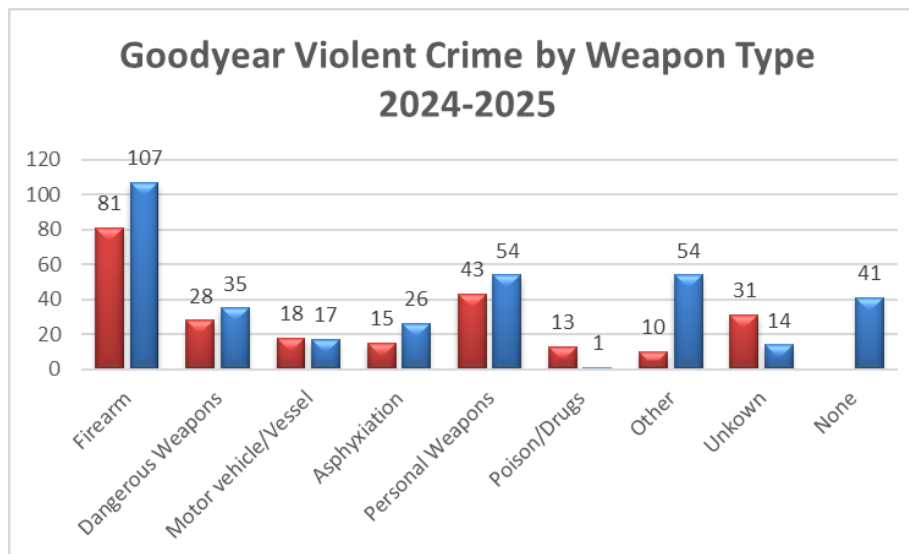


Figure 1: 2025 City of Goodyear, AZ Violent Crime Statistics by Weapon Type
Sourced from <https://azcrimestatistics.azdps.gov/tops/report/violent-crimes/goodyear-pd/2025>.

NIBIN GRANT -- GOODYEAR CGIC INITIATIVE PROGRAM NARRATIVE

The City of Goodyear continues to increase in population each year, with an increase in firearm related cases to follow. A current gap exists between the time an incident occurs to the time the firearm and ballistic evidence is processed and analyzed. This issue is the result of a lacking necessary equipment to enter firearm evidence into NIBIN, which delays time in identifying case leads and increases the timespan to firearm-related case clearance. With the residents of Goodyear as a focal point for this resolution, the project aims to backfill this gap by allowing immediate access to necessary technology for firearm evidence analysis. This project will enable the test fire and entry of test fired casings promptly into NIBIN utilizing the Brasstrax system and conducting correlations of each casing exhibit with MatchPoint software. In partnership with ATF, case clearance rates will increase due to the interconnectivity between agencies via the leads developed from exhibits entries. The average time lapse between the date of occurrence for an incident and the date of entry for a test fired casing into NIBIN was approximately 68 days in 2024 with the major implementation of the NIBIN program at the Police Department. The implementation of firearm evidence testing protocol, trained personnel, and partnership with other agencies addressed a backlog of firearm evidence. The growth of the internal NIBIN program decreased firearm evidence processing time to 19 days in 2025. This Goodyear CGIC Initiative will allow for firearm and ballistic evidence processing times to decrease further, reaching the desired 24 to 48-hour period following an incident. The NIBIN leads, case clearance, and decreased shootings in the community resulting from this increased connectivity directly support the ATF's goal for a reduction in gun crime through increased processing measures.

Subpart I: Category 2: Implementation of a New CGIC: The Goodyear Crime Gun Intelligence Center (CGIC) Initiative plans to continue working directly with the ATF and

NIBIN GRANT -- GOODYEAR CGIC INITIATIVE PROGRAM NARRATIVE

partner agencies across the Phoenix-metropolitan area to support law enforcement operations. Scene casings and test fired casings are currently entered into NIBIN using local partner sites, coordinating directly with agencies for site access and with Regional ATF contacts for lead information, but with a significant delay due to lack of resources. The project aims to further develop the Goodyear Police Department's NIBIN Program by acquiring NIBIN equipment and strictly enforcing a time constraint for illegally used firearms and firearm and ballistic evidence.

Project personnel plan to track and manage incoming firearm and ballistic evidence to influence analysis within a 24 to 48-hour window following an incident. Tracking and management include confirming or submitting eTrace forms into ATF's Electronic Tracing System (eTrace) program for recovered firearms, a program that is already routinely implemented. Analysis by project personnel includes reviewing fired cartridge cases, test firing recovered firearms, reviewing test fired cartridge cases, and entering cartridge case exhibits and firearm information into NIBIN via the Brasstrax system. Project personnel plan to review entries from all site Brasstrax users to correlate potential matches and generate NIBIN leads through MatchPoint software, reinforcing a positive and proactive partnership with the NNCTC by redirecting correlation workflow.

Project personnel plan to work directly with internal and external entities, including the ATF, to distribute lead information. In addition to internal casework, project personnel plan to work with partner agencies on the trafficking of illegally used firearms via the discovery of gun crime networks based on NIBIN lead information and regular interagency collaborative efforts. Collaboration with outside agencies is planned to continue through routine scheduled meetings on quarterly bases, and within and among task force workgroups. Additionally, project personnel intend to attend the Association of Firearm and Toolmark Examiners (AFTE) Annual Training

NIBIN GRANT -- GOODYEAR CGIC INITIATIVE PROGRAM NARRATIVE

Seminar to exchange knowledge, best practices, and methodologies employed in the analysis of firearm-related evidence to further develop relationships in the gun crime intelligence community.

II. Project Goals and Objectives: The Goodyear Crime Gun Intelligence Center (CGIC)

Initiative directly supports law enforcement agencies by creating a space for interagency collaboration on crime gun efforts. Focal points for this project include the prompt collection, oversight, and analysis of illegally used firearms and firearm and ballistic evidence. Integrating Goodyear as a CGIC expands the reach of ATF's Local Law Enforcement Crime Gun Intelligence Initiative by allowing additional collaborative space and equipment for the investigation of firearm-related incidents.

This project will advance priority Office of Justice Programs objectives in three ways. First, the Goodyear CGIC will directly support law enforcement operations as a project housed within the Goodyear Police Department. Police Department personnel will serve as project participants, providing primary program oversight and analysis of firearm-related evidence. The implementation of this initiative will decrease the time between incident occurrence and evidence analysis through the use of in-house equipment versus traveling to another NIBIN site. This corresponds to a shorter time identifying NIBIN leads and faster case clearance rates. Second, this initiative addresses the increase in violent crime consistently demonstrated in this community. At the Goodyear Police Department's initial implementation of the NIBIN program in 2024, the average time from incident occurrence to test fire of an illegally used firearm was 62 days, and the average time for entry of the test fired casing into NIBIN was an additional 6 days. In 2025, the average time from incident occurrence to test fire of an illegally used firearm was 18 days, and the average time for entry of the casing into NIBIN was an additional 1 day. The

NIBIN GRANT -- GOODYEAR CGIC INITIATIVE PROGRAM NARRATIVE

addition of NIBIN equipment and infrastructure through this initiative will drive those times down even further, increasing timely NIBIN leads for investigative efforts and reducing gun crime through interagency collaboration. Finally, this initiative supports the American citizens who are victims of firearm-related crime in this region. ATF's eTrace and NIBIN programs provide international connections on scene casings and test fired casings through NIBIN-generated leads, allowing agencies to share information with each other in a fast and articulate manner. The equipment and software provided to the Goodyear Police Department will allow project personnel to manage and analyze firearm-related evidence produced from violent crimes in an expedited timeframe, influencing community support for law enforcement operations, securing accountability for gun crime offenders, and advancing justice for victims of violent gun crime offenses.

There are four primary project objectives. The first objective includes improved gun crime investigations through decreased evidence processing time, as documented by decreased times between incident occurrence, test fire, and NIBIN exhibit entry. The second objective ensures that all illegally used firearms are test fired and traced, as conducted by project personnel. Thirdly, the initiative will improve case clearance rates for firearm-related crime through prompt evidence analysis and interagency collaboration. Finally, the last objective focuses on a reduction in gun crime through the identification of crime gun networks and routine collaborative efforts with local, regional, and federal agencies. Project personnel will further gun crime reduction strategies by attending the annual conference hosted by AFTE to engage with industry leaders in current best practices of firearm-related evidence analysis.

III. Project Design and Implementation: Goals and objectives of the Goodyear CGIC Initiative are congruent with the ATF CGIC business model through the implementation of

NIBIN GRANT -- GOODYEAR CGIC INITIATIVE PROGRAM NARRATIVE

specific project activities to improve the investigative timeframe and leads of firearm-related evidence. Goodyear Police Department personnel will collect and document all firearm and ballistic evidence, including fired cartridge cases and firearms, involved in the commission of a crime. The dedicated team of project personnel, the Goodyear Police Department Forensic Services Unit, will enter all scene cartridge cases into NIBIN within a 24-48 hour period following an incident. All crime guns collected will be traced through the ATF eTrace system. All crime guns will be documented, function checked, and test fired at the Goodyear Police Department Forensic Services Office to acquire test fired casings. Test fired casings will subsequently be entered into NIBIN for analysis. In addition to the use of eTrace and Brasstrax equipment for tracing firearms and analyzing fired casings, MatchPoint software and technology will enable project personnel to efficiently conduct correlations on casing exhibits entered into NIBIN. Key project personnel are currently coordinating ATF training measures for the certification of MatchPoint software for correlations, a no-cost training provided by the ATF and completed on-site with local CGIC agencies. The use of these technological components will increase investigative leads, decrease processing time and effort, and support prosecution.

In addition to evidence processing, a proactive component of this project includes following up with officers who assisted with the collection and documentation of firearm and ballistic evidence. Project personnel will share success stories resulting from their efforts on scenes to continue driving involvement and program support. Engagement with regional partners, including local, state, and federal agencies, regarding crime scene response, crime analysis, laboratory processing, and law enforcement operations, among others, through routine convenings will continue to develop and strengthen collaborative partnerships regarding violent

NIBIN GRANT -- GOODYEAR CGIC INITIATIVE PROGRAM NARRATIVE

gun crime. These collaborative efforts will include the distribution of gun crime intelligence, prosecution efforts and practices, and best practices from shared and unique experiences.

These project activities will be ongoing and will occur as incidents arise. Adjustments to the project to further improve investigative efforts will be made at the discretion of the dedicated project key staff, the Forensic Services Unit. This project will benefit not only the Goodyear Police Department but neighboring agencies and communities to whom the program is allowed access. The ultimate beneficiary is the community members who are affected by violent gun crimes in the project area through the prompt recovery and analysis of firearm-related evidence.

Project deliverables will be generated and submitted regularly throughout the project as well as at the culmination of the project period. The BJA Local Law Enforcement CGIC Initiative Performance Measures are outlined in JustGrants with data points that will be reported as directed. Data points will be collected and reported out for all agencies utilizing or contributing to the project activities listed under the Goodyear CGIC Initiative. Reports regarding lead results from NIBIN entries, volume of test fires conducted, volume of eTrace forms submitted, case clearance rates, and analysis of violent gun crime trends, regardless of severity, will be constructed and submitted throughout the life of the project.

Project participants may include, but are not limited to, agencies in the neighboring communities of Avondale, Tolleson, Litchfield Park, and Luke Air Force Base who actively participate in gun crime reduction through the prompt collection and analysis of firearm and ballistic evidence. Success stories and lessons learned will be compiled for distribution to all levels of project partners at regular convening intervals as coordinated at the local, regional, and state level. A Memorandum of Understanding (MOU) will be created between the project agency and ATF to document the framework of the CGIC Initiative and the integration of the Goodyear

NIBIN GRANT -- GOODYEAR CGIC INITIATIVE PROGRAM NARRATIVE

Police Department as a new CGIC site. To demonstrate commitment to the ongoing decrease of violent gun crime through the dedicated implementation of a CGIC, an application for certification as a CGIC through ATF will be filed during the course of this project.

IV. Capabilities and Competencies: The key project personnel responsible for the implementation of the Goodyear CGIC Initiative are uniquely qualified to successfully carry out the activities of this project. These personnel are currently involved in multiple activities proposed by this project, including routinely reporting data collected on the progress of these activities. The Forensic Services Unit will be responsible for compiling data and reporting performance measures for the specified time periods outlined by the Bureau of Justice Assistance. Data will be collected for all firearm-related evidence via documentation during the collection, processing, and analysis of crime guns, scene casings, and test fired casings. Additional information will be collected and reported during project partner convenings with local, regional, state, and federal partners.

The Goodyear Police Department currently collects all firearms and firearm and ballistic evidence involved in the commission of a gun crime regardless of the severity of the crime. Incoming evidence items are routinely monitored by Forensic Services Unit personnel to prepare for NIBIN entry of scene casings and processing and analysis of crime guns. Crime guns are grouped and test fired based on unit capacity to enter test fired casings into NIBIN, as current procedures require travel to and access to a regional NIBIN site. Following the entry of scene or test fired casings into NIBIN, the NNCTC returns correlation results to the Forensic Services Unit. The case officer responsible for the collection of the evidence or handling the investigative leads of the case is notified of NIBIN lead results. These procedures will continue in the proposed project but with the incorporation of an expedited timeline to influence the prompt

NIBIN GRANT -- GOODYEAR CGIC INITIATIVE PROGRAM NARRATIVE

analysis of firearm-related evidence. The only additional task not currently implemented is the casing correlation component utilizing MatchPoint software, which will be an efficient addition to the services provided to the Police Department through improved processing times and to ATF by reducing workflow to the NNCTC. Key project personnel plan to attend training on MatchPoint software, a no-cost training provided by the ATF completed at local partner CGIC sites, to expand current services offered in the departmental NIBIN program. Data and metrics on the collection, processing, and analysis of firearms and firearm and ballistics evidence are tracked daily and reported monthly, which will continue in conjunction with project reporting parameters.

All forensic specialists in the Goodyear Police Department Forensic Services Unit are trained and certified in Brasstrax Triage and Acquisition, having entered hundreds of casing exhibits since the beginning of 2024. These personnel are all certified through the International Association for Identification as Crime Scene Investigators, including specifications in the documentation, collection, processing, and analysis of firearm-related evidence. These personnel not only respond to scenes involving violent gun crime, but interface directly with Police Department officers who respond to similar incidents, creating a continuous feedback loop for successful project implementation from the initial response point. Lastly, key project personnel all retain higher education degrees in the forensic sciences, in addition to ongoing training and professional development courses involving best practices for evidence handling and processing.

Appendix 1

U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS

Certification by the Chief Executive Officer (or senior official) of the Applicant Government

On behalf of the applicant named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief executive officer of the State or local government ("the jurisdiction") of which the applicant entity named below is a part (or a senior official of the jurisdiction, with the legal authority to bind the same), I have received appropriate legal advice as to this certification, and I have the authority to make this certification on my own behalf as chief executive officer (or senior official) and on behalf of the jurisdiction and the applicant entity. I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed (or have received pertinent legal advice concerning) 8 U.S.C. §§ 1373(a) & (b) and 1644, including the prohibitions on certain actions by State and local government entities, agencies, and officials regarding information on citizenship and immigration status.
- (3) I (and the applicant entity) understand that, for purposes of this certification, the term "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 42 U.S.C. § 901(a)(2)).
- (4) I (and the applicant entity) assure that the applicant entity (and its officials and other personnel) will comply with 8 U.S.C. §§ 1373 and 1644 in any "program or activity" receiving federal financial assistance under any award made by OJP pursuant to this application. I further certify that any subrecipient (at any tier) of such federal financial assistance (and its officials and other personnel) will also comply with 8 U.S.C. §§ 1373 and 1644.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 34 U.S.C. § 10271 or under 18 U.S.C. § 1001 or 1621, and may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729–3730 and §§ 3801–3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive Officer (or senior official) of the Applicant Government

Date of Certification

Printed Name of Chief Executive Officer (or senior official)

Title of Chief Executive Officer (or senior official)

Name of Applicant Government Entity

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

Yes

[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0

Narrative

B. Fringe Benefits

Name <i>List each grant-supported position receiving fringe benefits.</i>	Computation <i>Show the basis for computation.</i>				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0

Narrative

Purpose Area #4

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
Annual Association of Firearm and Tool Mark Examiners Conference	Baltimore, MD	Other	N/A	\$725.00	1	2	1	\$1,450		\$1,450
Annual Association of Firearm and Tool Mark Examiners Conference	Baltimore, MD	Local Travel	N/A	\$600.00	1	2	1	\$1,200		\$1,200
Annual Association of Firearm and Tool Mark Examiners Conference	Baltimore, MD	Lodging	Night	\$1,622.00	1	2	1	\$3,244		\$3,244
Annual Association of Firearm and Tool Mark Examiners Conference	Baltimore, MD	Meals	Day	\$408.50	1	2	1	\$817		\$817
Annual Association of Firearm and Tool Mark Examiners Conference	Baltimore, MD	Transportation	Round-trip	\$370.00	1	2	1	\$740		\$740
Total(s)								\$7,451	\$0	\$7,451
Narrative										

The Association of Firearm and Tool Mark Examiners is an international professional organization for practitioners of firearms and tool mark identification. This annual conference focuses on the exchange of information, methods, best practices and furtherance of research. This is overall a training seminar for the dissemination of information, methods, research and other educational material relating to crime guns/firearms. This training will help further understanding of how current firearm analysis methods, such as using BrassTax/Matchpoint, can be used to assist and more quickly close firearm related cases.

Purpose Area #4

D. Equipment						
Item		Computation				
List and describe each item of equipment that will be purchased		Compute the cost (e.g., the number of each item to be purchased X the cost per item)				
		# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
MatchPoint Analysis Station (CC)		1	\$270,396.39	\$270,397		\$270,397
BrassTrax Acquisition Station		1	\$147,952.76	\$147,953		\$147,953
AmScope Stereo Microscope		1	\$1,592.99	\$1,593		\$1,593
Abestorm 360 Degree Intake Air Filtration		1	\$279.00	\$279		\$279
Dewalt Portable Wet/Dry Vacuum		1	\$145.00	\$145		\$145
Total(s)				\$420,367	\$0	\$420,367
Narrative						
The Matchpoint Analysis Station and BrassTrax Acquisition Station are needed to acquire and process images of crime gun's fired casings and scene casing evidence in the National Integrated Ballistic Information Network (NIBIN) database. The cost for these two items was given by LeadsOnline in the manner of a quote. The AmScope Stereo Microscope is to triage crime gun's fired casings and scene casing evidence prior to entry into NIBIN. The cost for this was obtain from Amscope.com. The Abestorm 360 Intake Air Filtration system is for increased air filtration in our NIBIN shoot room in order to remove gun powder residues from the air while we are test firing crime guns. The price for the filtration system was obtained from Amazon.com. The DeWalt Portable Vacuum is to connect to the current Savage Range Systems Tabletop Gunsmith Model GT bullet trap we utilize to test fire crime guns. This vacuum will allow for the removal of gun powder from the air immediately once a firearm is shot. The cost for this was obtained from uline.com.						

Purpose Area #4

E. Supplies						
Supply Items		Computation				
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>				
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request	
			\$0		\$0	
Total(s)			\$0	\$0	\$0	
Narrative						
F. Construction						
Purpose	Description of Work	Computation				
<i>Provide the purpose of the construction</i>	<i>Describe the construction project(s)</i>	<i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

G. Subawards (Subgrants)									
Description		Purpose		Consultant?					
Provide a description of the activities to be carried out by subrecipients.		Describe the purpose of the subaward (subgrant)		Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.					
						Total Cost	Non-Federal Contribution	Federal Request	
								\$0	
Total(s)						\$0	\$0	\$0	
Consultant Travel (if necessary)									
Purpose of Travel		Location		Type of Expense		Computation			
Indicate the purpose of each trip or type of trip (training, advisory group meeting)		Indicate the travel destination.		Hotel, airfare, per diem		Compute the cost of each type of expense X the number of people traveling.			
				Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
							\$0		\$0
Total						\$0	\$0	\$0	
Narrative									

Purpose Area #4

H. Procurement Contracts								
Description	Purpose	Consultant?						
<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	<i>Describe the purpose of the contract</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>						
			Total Cost	Non-Federal Contribution	Federal Request			
				\$0	\$0			
Total(s)			\$0	\$0	\$0			
Consultant Travel (if necessary)								
Purpose of Travel	Location	Type of Expense	Computation					
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>					
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request

Purpose Area #4

						\$0		\$0
Total						\$0	\$0	\$0
Narrative								
I. Other Costs								
Description <i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>		Computation <i>Show the basis for computation</i>						
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request	
					\$0		\$0	
Total(s)						\$0	\$0	\$0
Narrative								

Purpose Area #4

J. Indirect Costs					
Description		Computation			
<i>Describe what the approved rate is and how it is applied.</i>		<i>Compute the indirect costs for those portions of the program which allow such costs.</i>			
	<i>Base</i>	<i>Indirect Cost Rate</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
			\$0		\$0
<i>Total(s)</i>			\$0	\$0	\$0
Narrative					

Budget Detail - Year 2

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N

[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name <i>List each name, if known.</i>	Position <i>List each position, if known.</i>	Computation <i>Show annual salary rate & amount of time devoted to the project for each name/position.</i>						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0

Narrative

B. Fringe Benefits

Name <i>List each grant-supported position receiving fringe benefits.</i>	Computation <i>Show the basis for computation.</i>				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0

Narrative

Purpose Area #4

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Lodging, Meals, Etc.</i>	<i>Per day, mile, trip, Etc.</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
Annual Association of Firearm and Tool Mark Examiners Conference	Frisco, TX	Other	N/A	\$725.00	1	2	1	\$1,450		\$1,450
Annual Association of Firearm and Tool Mark Examiners Conference	Frisco, TX	Local Travel	N/A	\$500.00	1	2	1	\$1,000		\$1,000
Annual Association of Firearm and Tool Mark Examiners Conference	Frisco, TX	Lodging	Night	\$1,509.83	1	2	1	\$3,020		\$3,020
Annual Association of Firearm and Tool Mark Examiners Conference	Frisco, TX	Meals	Day	\$380.00	1	2	1	\$760		\$760
Annual Association of Firearm and Tool Mark Examiners Conference	Frisco, TX	Transportation	Round-trip	\$330.00	1	2	1	\$660		\$660
Total(s)								\$6,890	\$0	\$6,890
Narrative										

The Association of Firearm and Tool Mark Examiners is an international professional organization for practitioners of firearms and tool mark identification. This annual conference focuses on the exchange of information, methods, best practices and furtherance of research. This is overall a training seminar for the dissemination of information, methods, research and other educational material relating to crime guns/firearms. This training will help further understanding of how current firearm analysis methods, such as using BrassTax/Matchpoint, can be used to assist and more quickly close firearm related cases.

Purpose Area #4

D. Equipment																	
Item	Computation																
<i>List and describe each item of equipment that will be purchased</i>	<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>																
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request												
			\$0		\$0												
Total(s)			\$0	\$0	\$0												
<table border="1"> <tr> <td>Narrative</td> <td colspan="5"></td> </tr> <tr> <td colspan="6" style="height: 150px;"></td> </tr> </table>						Narrative											
Narrative																	

E. Supplies											
Supply Items	Computation										
<i>Provide a list of the types of items to be purchased with grant funds.</i>	<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>										
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request						
			\$0		\$0						
Total(s)			\$0	\$0	\$0						
<table border="1"> <tr> <td>Narrative</td> <td colspan="5"></td> </tr> </table>						Narrative					
Narrative											

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
Total(s)				\$0	\$0	\$0
Narrative						

Purpose Area #4

G. Subawards (Subgrants)									
Description		Purpose		Consultant?					
Provide a description of the activities to be carried out by subrecipients.		Describe the purpose of the subaward (subgrant)		Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.					
					Total Cost	Non-Federal Contribution	Federal Request		
								\$0	
Total(s)					\$0	\$0	\$0		
Consultant Travel (if necessary)									
Purpose of Travel		Location	Type of Expense	Computation					
Indicate the purpose of each trip or type of trip (training, advisory group meeting)		Indicate the travel destination.	Hotel, airfare, per diem	Compute the cost of each type of expense X the number of people traveling.					
				Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
							\$0		\$0
Total							\$0	\$0	\$0
Narrative									

Purpose Area #4

H. Procurement Contracts										
Description <i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>		Purpose <i>Describe the purpose of the contract</i>			Consultant? <i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
							Total Cost		Non-Federal Contribution	
									Federal Request	
									\$0	
Total(s)							\$0		\$0	
Consultant Travel (if necessary)										
Purpose of Travel <i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>		Location <i>Indicate the travel destination.</i>		Type of Expense <i>Hotel, airfare, per diem</i>		Computation <i>Compute the cost of each type of expense X the number of people traveling.</i>				
					Cost		Duration or Distance		# of Staff	
							Total Cost		Non-Federal Contribution	
									Federal Request	

Purpose Area #4

						\$0		\$0
Total						\$0	\$0	\$0
Narrative								
I. Other Costs								
Description <i>List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).</i>		Computation <i>Show the basis for computation</i>						
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request	
					\$0		\$0	
Total(s)						\$0	\$0	\$0
Narrative								

Purpose Area #4

J. Indirect Costs					
Description		Computation			
<i>Describe what the approved rate is and how it is applied.</i>		<i>Compute the indirect costs for those portions of the program which allow such costs.</i>			
	<i>Base</i>	<i>Indirect Cost Rate</i>	<i>Total Cost</i>	<i>Non-Federal Contribution</i>	<i>Federal Request</i>
			\$0		\$0
<i>Total(s)</i>			\$0	\$0	\$0
Narrative					

Budget Detail - Year 3

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N
[\(DOJ Financial Guide, Section 3.10\)](#)

A. Personnel

Name	Position	Computation						
List each name, if known.	List each position, if known.	Show annual salary rate & amount of time devoted to the project for each name/position.						
		Salary	Rate	Time Worked (# of hours, days, months, years)	Percentage of Time	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total(s)						\$0	\$0	\$0
Narrative								

B. Fringe Benefits

Name	Computation				
List each grant-supported position receiving fringe benefits.	Show the basis for computation.				
	Base	Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

C. Travel										
Purpose of Travel	Location	Type of Expense	Basis	Computation						
Indicate the purpose of each trip or type of trip (training, advisory group meeting)	Indicate the travel destination.	Lodging, Meals, Etc.	Per day, mile, trip, Etc.	Compute the cost of each type of expense X the number of people traveling.						
				Cost	Quantity	# of Staff	# of Trips	Total Cost	Non-Federal Contribution	Federal Request
Annual Association of Firearm and Tool Mark Examiners Conference	Omaha, NE	Other	N/A	\$725.00	1	2	1	\$1,450		\$1,450
Annual Association of Firearm and Tool Mark Examiners Conference	Omaha, NE	Local Travel	N/A	\$450.00	1	2	1	\$900		\$900
Annual Association of Firearm and Tool Mark Examiners Conference	Omaha, NE	Lodging	Night	\$1,582.70	1	2	1	\$3,166		\$3,166
Annual Association of Firearm and Tool Mark Examiners Conference	Omaha, NE	Meals	Day	\$380.00	1	2	1	\$760		\$760
Annual Association of Firearm and Tool Mark Examiners Conference	Omaha, NE	Transportation	Round-trip	\$450.00	1	2	1	\$900		\$900
Total(s)								\$7,176	\$0	\$7,176
Narrative										
The Association of Firearm and Tool Mark Examiners is an international professional organization for practitioners of firearms and tool mark identification. This annual conference focuses on the exchange of information, methods, best practices and furtherance of research. This is overall a training seminar for the dissemination of information, methods, research and other educational material relating to crime guns/firearms. This training will help further understanding of how current firearm analysis methods, such as using BrassTax/Matchpoint, can be used to assist and more quickly close firearm related cases.										

Purpose Area #4

D. Equipment					
Item		Computation			
<i>List and describe each item of equipment that will be purchased</i>		<i>Compute the cost (e.g., the number of each item to be purchased X the cost per item)</i>			
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					
E. Supplies					
Supply Items		Computation			
<i>Provide a list of the types of items to be purchased with grant funds.</i>		<i>Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.</i>			
	# of Items	Unit Cost	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Purpose Area #4

F. Construction						
Purpose <i>Provide the purpose of the construction</i>	Description of Work <i>Describe the construction project(s)</i>	Computation <i>Compute the costs (e.g., the number of each item to be purchased X the cost per item)</i>				
		# of Items	Cost	Total Cost	Non-Federal Contribution	Federal Request
				\$0		\$0
<i>Total(s)</i>				\$0	\$0	\$0
Narrative						

Purpose Area #4

G. Subawards (Subgrants)								
Description		Purpose		Consultant?				
Provide a description of the activities to be carried out by subrecipients.		Describe the purpose of the subaward (subgrant)		Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.				
					Total Cost	Non-Federal Contribution	Federal Request	
							\$0	
Total(s)					\$0	\$0	\$0	
Consultant Travel (if necessary)								
Purpose of Travel		Location	Type of Expense	Computation				
Indicate the purpose of each trip or type of trip (training, advisory group meeting)		Indicate the travel destination.	Hotel, airfare, per diem	Compute the cost of each type of expense X the number of people traveling.				
			Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
						\$0		\$0
Total						\$0	\$0	\$0
Narrative								

H. Procurement Contracts

Description	Purpose	Consultant?					
<i>Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently \$150,000).</i>	<i>Describe the purpose of the contract</i>	<i>Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.</i>					
			Total Cost	Non-Federal Contribution	Federal Request		
					\$0		
Total(s)			\$0	\$0	\$0		
Consultant Travel (if necessary)							
Purpose of Travel	Location	Type of Expense	Computation				
<i>Indicate the purpose of each trip or type of trip (training, advisory group meeting)</i>	<i>Indicate the travel destination.</i>	<i>Hotel, airfare, per diem</i>	<i>Compute the cost of each type of expense X the number of people traveling.</i>				
		Cost	Duration or Distance	# of Staff	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Total					\$0	\$0	\$0
Narrative							

Purpose Area #4

I. Indirect Costs							
Description	Computation						
List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).	Show the basis for computation						
	Quantity	Basis	Cost	Length of Time	Total Cost	Non-Federal Contribution	Federal Request
					\$0		\$0
Total(s)					\$0	\$0	\$0
Narrative							

J. Indirect Costs					
Description	Computation				
Describe what the approved rate is and how it is applied.	Compute the indirect costs for those portions of the program which allow such costs.				
	Base	Indirect Cost Rate	Total Cost	Non-Federal Contribution	Federal Request
			\$0		\$0
Total(s)			\$0	\$0	\$0
Narrative					

Budget Summary

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

	Year 1		Year 2 (if needed)		Year 3 (if needed)		Year 4 (if needed)		Year 5 (if needed)		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
B. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
C. Travel	\$7,451	\$0	\$6,890	\$0	\$7,176	\$0	\$0	\$0	\$0	\$0	\$21,517
D. Equipment	\$420,367	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$420,367
E. Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
F. Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
G. Subawards (Subgrants)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
H. Procurement Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
I. Other	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$427,818	\$0	\$6,890	\$0	\$7,176	\$0	\$0	\$0	\$0	\$0	\$441,884
J. Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Project Costs	\$427,818	\$0	\$6,890	\$0	\$7,176	\$0	\$0	\$0	\$0	\$0	\$441,884
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N											Yes



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Phoenix Field Division

www.atf.gov

March 10, 2026

Bureau of Justice Assistance
810 Seventh Street, NW
Washington, DC 20531

Sir/Madam,

This letter stands in support of the City of Goodyear, Arizona application for the Local Law Enforcement Crime Gun Intelligence Center (CGIC) Integration Initiative, administered by the Bureau of Justice Assistance in partnership with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF).

The impact of gun violence in the Goodyear area presents unique challenges for local law enforcement agencies to fulfill their mission of protecting the public. As a united front, our guiding message is that this violence is not acceptable. Collectively we must target the predators, prolific shooters, and their sources of firearms. In order to address violent gun crime in the area, ATF understands the Goodyear Police Department is seeking grant funds to develop a Crime Gun Intelligence Center, which would utilize NIBIN, eTrace, forensics and other tools to mitigate gun violence. This grant funding would allow for better efficiency in the building and sharing gun intelligence with other local law enforcement agencies in the Phoenix Metropolitan West Valley. The Goodyear Police Department has already demonstrated effective processes in their utilization of NIBIN and eTrace to target violent offenders and prolific shooters committing acts of violence in the West Valley. The Goodyear Police Department currently collaborates with local, state, and federal law enforcement agencies, to include ATF, on a variety of investigations to include NIBIN follow-up investigations that continue to see successes in removing violent offenders from our communities.

On behalf of ATF in Phoenix, Arizona, I would like to express our full support for the Goodyear Police Department's grant application.

Sincerely,

Shawn Stallo
Acting Special Agent in Charge
Phoenix Field Division

Letter of Support for the Goodyear Police Department – NIBIN Project

To Whom It May Concern,

I am writing to express my support for the Forensic Services Supervisor of the Goodyear Police Department, Chantalle Zdilla's grant application for the NIBIN project. As the Forensic Services Supervisor with the Peoria Police Department, I have had the opportunity to work with members of the Goodyear Police Department through professional collaboration and regional public safety efforts. Through these interactions, I have observed their commitment to improving services, strengthening investigative capabilities, and enhancing safety for the communities they serve.

Our agencies maintain a professional working relationship and regularly collaborate on matters related to law enforcement operations, investigations, and information sharing. Based on this experience, I have developed a strong respect for the professionalism and dedication demonstrated by the personnel at the Goodyear Police Department.

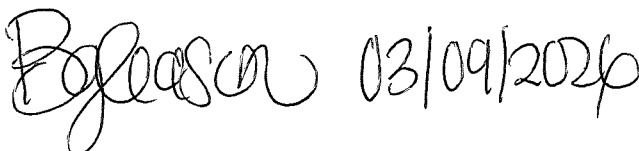
The proposed project addresses an important need within the community. Investments in NIBIN Brasstrax and NIBIN-related items would have a tremendous impact on our communities. Gun-related crimes continue to rise within our communities and are often interconnected incidents between our jurisdictions. The NIBIN project will enhance the agency's ability to respond effectively to incidents, support investigative efforts, and improve overall public safety outcomes. Initiatives such as this strengthen not only the applicant agency's capabilities but also benefit neighboring agencies and the broader regional public safety network. Our agency would benefit from the opportunity to use the terminal, and it would further strengthen our commitment to helping other agencies in the West Valley obtain the supplies needed to do their jobs.

Based on my experience working with the Goodyear Police Department, I am confident in their capacity to successfully implement the proposed project. Their agency has demonstrated strong leadership, sound operational practices, and a commitment to responsible stewardship of resources. These qualities position them well to effectively manage grant funding and achieve the goals outlined in their proposal.

For these reasons, I fully support the Goodyear Police Department's application and believe this project will provide meaningful benefits to their community and the surrounding agencies.

Thank you for your consideration.

Sincerely,



Brittany Gleason
Forensic Services Supervisor
Peoria Police Department

03/03/2026

To Whom It May Concern,

I am writing on behalf of Chessa Emmons, Forensic Specialist with the Goodyear Police Department. This letter is to express my strong support for the proposed NIBIN-related project. Mrs. Emmons has maintained a collaborative working relationship with the Buckeye Police Department NIBIN team for just over a year. Throughout this past year, we have been able to demonstrate mutual trust, operational coordination, and a shared commitment to reducing gun violence in not only our cities, but in the many surrounding jurisdictions. She shows great operational readiness, combined with clearly defined goals and performance measures, and has ensured they have the capacity to complete the proposed project efficiently and in compliance with all requirements.

Gun-related crimes continue to have an impact on our communities, often involving repeat offenders and interconnected incidents across jurisdictions. The National Integrated Ballistic Information Network (NIBIN) is a critical investigative tool that enhances public safety by enabling law enforcement agencies to connect firearm-related evidence across many jurisdictions. Through time sensitive ballistic imaging, analysis and correlation, NIBIN helps identify links between shooting incidents and has potential to prevent further criminal activity. Obtaining NIBIN through this proposed project can reduce investigative turnaround times, support prosecution by producing strong forensic evidence, disrupt violent crime networks, and ultimately improve public safety.

Mrs. Emmons has demonstrated strong leadership, exceptional time management, and a proven track record of successfully implementing and adhering to firearm-related evidence policies and procedures. The Goodyear Police Department possesses trained personnel, has well established evidence submission protocols, and an existing NIBIN infrastructure that supports effective project execution. I fully support this application and am confident that the proposed project will produce great improvements in firearm related crime investigations for the Goodyear Police Department.

Please feel free to contact me if additional information is needed.

Sincerely,

Aime M. Prusick



Crime Scene Manager
Buckeye Police Department
aprusick@buckeyeaz.gov

Chantalle Zdilla
11 N 145th Ave.
Goodyear, AZ, 85338
(480)-852-8661
CZdilla@goodyearaz.gov

Education

- Master of Science in Pharmacy, concentration Forensic Science, Summa Cum Laude, University of Florida, Gainesville, Florida. August 2015
- Graduate Certificate in Forensic DNA and Serology, University of Florida, Gainesville, Florida. December 2016
- Bachelor of Science in Forensic Science, Summa Cum Laude, Grand Canyon University, Phoenix, Arizona. April 2014

Professional Experience

Employment:

Forensic Services Supervisor, Goodyear Police Department, Goodyear, AZ
December 2023 – Present

- Supervise Forensic Services Unit through managing personnel, providing training, and keeping update-to-date best practices. Assist in miscellaneous needs of the department regarding crime scene response and forensic related matters.
- Respond to crime scenes for technical police support.
- Process and investigate crime scenes to record, document, and collect physical evidence, including fingerprint evidence, using cameras, measurement techniques, and special physical evidence procedures.
- Perform presumptive chemical tests to determine the presence of blood evidence.
- Perform field drug tests to determine presence of illicit drugs
- Provide expert testimony relative to the work performed in court and other legal proceedings.
- Write reports and complete all paperwork associated with crime scene investigations
- Process physical evidence for DNA and/or latent fingerprints
- Perform laboratory processing of physical evidence for DNA and/or latent fingerprints
- Oversee NIBIN program and perform NIBIN related documentation and test firing of firearms collected by department personnel
- Oversee Police Department TruNarc Program to include policy review, training, and instrument quality control

Senior Crime Scene Specialist, Gilbert Police Department, Gilbert, AZ
October 2022 – December 2023

- Respond to crime scenes for technical police support.
- Process and investigate crime scenes to record, document, and collect physical evidence, including fingerprint evidence, using cameras, measurement techniques, and

special physical evidence procedures.

- Perform presumptive chemical tests to determine the presence of blood evidence.
- Perform field drug tests to determine presence of illicit drugs
- Provide expert testimony relative to the work performed in court and other legal proceedings.
- Write reports and complete all paperwork associated with crime scene investigations

Forensic Services Technician, Tempe Police Department, Tempe, AZ, July 2022- September 2022

- Respond to crime scenes to forensically identify, photograph, document, collect, and preserve physical and biological evidence.
- Apply various processing methods to locate and develop latent prints on scene and the laboratory. Produce written reports using notes and photographs.
- Photograph, document, and perform test fires of request guns for NIBIN entry.

Crime Scene Technician II, Chandler Police Department, Chandler, AZ
November 2015-December 2018, May 2020 – June 2022

- Respond to crime scenes for technical police support.
- Process and investigate crime scenes to record, document, and collect physical evidence, including fingerprint evidence, using cameras, measurement techniques, and special physical evidence procedures.
- Perform presumptive chemical tests to determine the presence of blood evidence.
- Provide expert testimony relative to the work performed in court and other legal proceedings.
- Write reports and complete all paperwork associated with crime scene investigations

Adjunct Professor, College of Science, Engineering and Technology, Grand Canyon University, Phoenix, AZ. August 2015 - January 2020, August 2020 - Present

- Educate, guide and facilitate learning of college undergraduate and graduate students in forensic science related courses including but not limited to SCI-220 Forensic Photography and Reconstruction, SCI-255 Crime Scene Processing, SCI-320 Physical Evidence, BIO-440 Body Fluid and DNA Analysis, SCI-498 Senior Capstone in Forensic Science, FOR-505 Ethical Principles in Forensic Science and the Role of QA and QC, FOR-515 Crime Scene Processing and Medicolegal Death Investigation, FOR-525 Applied Statistics for Forensic Science, FOR-530 Microscopy and Instrumental Analysis Methods in Forensic Science, FOR-540 Advanced Body Fluid and DNA Analysis, FOR-575 Comparative Methods, and FOR-600 Courtroom Presentation of Scientific Evidence.

Professor, College of Science, Engineering and Technology, Grand Canyon University, Phoenix, AZ. January 2019 – August 2020

- Educate, guide, and facilitate learning of college undergraduate students in forensic science related courses including but not limited to BIO-440 Body Fluid and DNA Analysis, SCI-498 Senior Capstone in Forensic Science, SCI-220 Forensic Photography and Reconstruction, SCI-255 Crime Scene Processing, and SCI-320 Physical Evidence. Mentor undergraduate students on gaining professional experience and facilitate Forensic Science research group (Arizona Shoe Outsole Database: Sole Purpose).

Volunteer:

- Volunteer Crime Scene Technician II, Chandler Police Department, Chandler, AZ
January 2019 – May 2020
- Forensic Laboratory Volunteer, Chandler Police Department, Chandler, AZ.
November 2013 - November 2015

Professional Certifications

Certified Crime Scene Investigator
Certificate No. C14007
TruNarc/NARK II Certified

International Association for Identification
Expires: September 14, 2028
Mesa Police Department Forensic Services
Obtained: December 6, 2022

Professional Associations

International Association for Identification
Arizona Identification Council
Arizona Homicide Investigators Association
International Crime Scene Investigators Association

May 2016 - Present
March 2021 - Present
January 2019 – December 2024
June 2017- June 2019

Training Certificates

<i>Chandler Police Department Crime Scene Training School</i>	November 2015 - February 2016
<i>Chandler Police Department Crime Scene Field Training</i>	February 2016 – March 2016
<i>Courtskills and Courtroom Presentation of Evidence</i>	April 2016
Presented by: Raymond Davis	
<i>Ethics, Quality, and Integrity in Forensic Science</i>	May 2016
Presented by: Anja Einseln, ASCLD/LAB	
<i>Foundations of Fingerprint Comparison</i>	August 2016
Presented by: Texas A&M Forensic Science Academy	
<i>Equipment training on Bend-Pak Vehicle Lift</i>	August 2016
Presented by: City of Chandler	
<i>Fingerprint Evidence Processing, Collection, and Photography</i>	February 2017
Presented by: W. Morgan Hays and Lawrence Stringham	
<i>Comparative Photography Refresher Training Shoe Prints, Tire Marks, and Exemplars</i>	April 2017
Presented by: Daniel Desjardins and Deborah Itule	
<i>Photo Evidence for Reconstruction of Vehicular Crimes</i>	May 2017
Presented by: Officer Bill Johnson, CPD	
<i>Arson Scene Investigations</i>	June 2017
Presented by: Detective Ed Nordskog	
<i>General Instructors Training</i>	August 2017
Presented by: AZ POST Instructors	
<i>AZDPS Trajectory Training</i>	December 2017
Presented by: DPS Instructors	
<i>IAI Crime Scene Certification Preparation CCSI</i>	September 2018

Presented by: Janice Johnson <i>4th Annual Toxicology Conference</i>	September 2019
Presented By: Maricopa Medical Center <i>Fundamentals of Death Investigation Webinar</i>	March 2021
Presented By: Dr. Maria Pettolina <i>Introduction to Crime Scene Management Webinar</i>	November 2021
Presented By: Lawrence Stringham <i>ANAB Forensic Technical Assessor Training (ISO/IEC 17025:2017)</i>	April 2022
Presented By: Led Remote Training <i>Substance Field Training NARK II / TruNarc</i>	December 2022
Presented By: Jon Tew <i>Advanced Crime Scene Investigation</i>	March 2023
Presented By: Steven McGibbons <i>Surface Skeleton and Buried body Recovery Course</i>	April 2023
Presented By: Dr. Laura Fulginiti & Frank DiModica <i>Courtroom Testimony Training</i>	April 2023
Presented By: Kristy Swan & Kristen Rogers <i>Courtroom Testimony Training</i>	October 2023
Presented By: Patrick G. Gann <i>Arizona Homicide Investigators Association Conference</i>	September 2023
Presented By: Nathan Moffat & Stephen Palmer <i>NIBIN Triage & Acquisition</i>	February 2024
Presented By: Scott Wills <i>AZPOST Front Line Leadership</i>	March 2024
Presented By: Ron Bane <i>Gap Science Forensic Field Training Course</i>	April 2024
Presented By: Ashley Church <i>Trimble X7 & GNSS Forensic Mapping, and Forensic Reveal I</i>	June 2024
Presented By: Hunter Martin <i>DNA Evidence Collection and Submission</i>	September 2024
Presented By: Sarah LaFragola <i>Supervision of Forensic Units</i>	February 2025
Presented By: Lawrence Stringham <i>Supervisor Leadership Institute</i>	March 2025
Presented By: FBI-LEEDA	

Chessa Emmons

FORENSIC SPECIALIST

Objective

Reputable and organized forensic specialist, crime scene investigator, and analyst, with multiple years of experience in public service efforts conducting investigative research through identification, collection, documentation, and processing of evidence, producing comprehensive reports for varied audiences—public, private, and interagency.

Education

2025-2027	Oklahoma State University DFS Doctoral Candidate
2022-2023	Arizona State University PSM Forensic Science Thesis: "Forensic DNA Analysis: An Evolution of Techniques & Technology" Advisor: Dr. Stewart Raley
2014-2015	Troy University BS Anthropology Graduated Magna Cum Laude Minored in Criminal Justice
2011-2014	New Mexico State University AS General Science

Honors and awards

August 2023	Graduate Degree With Distinction Awarded for earning a 4.0 cumulative GPA.
December 2015	Magna Cum Laude Awarded to students who achieve and maintain a minimum 3.6 GPA.
July 2013	Crimson Scholar Awarded at graduation to academically superior students who achieve and maintain a 3.5 GPA or higher.

Certifications

September 2024	TruNarc Analyzer Operations Thermo Fisher Scientific
January 2025	NIBIN Triage and Acquisition Department of Justice – Alcohol, Tobacco, and Firearms
September 2025	Certified Crime Scene Investigator, Level I International Association for Identification

Professional training

2024	Goodyear Police Department Forensic Services Unit Four-phase comprehensive training program.
June 2024	Trimble Forensics – 40 hrs. Trimble X7 Forensic Mapping, Trimble GNSS Forensic Mapping, and Trimble Forensics Reveal program training.
August 2024	Texas Forensic Science Academy – 16 hrs. Foundations of Fingerprint Comparison utilizing the ACE-V method of analysis, comparison, evaluation, and validation regarding fingerprint evidence.
September 2024	Arizona Department of Public Safety – 4 hrs. DNA Evidence Collection and Submission practices for identifying items of evidentiary value and associated collection procedures and techniques.
September 2024	Thermo Fisher Scientific – 2 hrs. TruNarc Basic Operator Course and TruNarc Analyzer Operational Training Course, to operate the TruNarc device and provide device support to personnel.
October 2024	Chandler Police Department – 8 hrs. Courtroom Testimony Training involving preparation techniques for expert witness testimony in a court trial.
November 2024	TriTech Forensics – 40 hrs. Advanced Crime Scene Documentation training, to include bloodstain pattern documentation and shooting incident documentation.
November 2024	Foster & Freeman – 8 hrs. Alternate Light Source Applications and Techniques including the use of the Crime-Lite Auto and other technology to observe and collect evidence on a scene.
January 2025	Dept. of Justice: Alcohol, Tobacco, and Firearms – 40 hrs. National Integrated Ballistics Information Network training on triage and image acquisition protocols for cartridge case entry into the IBIS (Integrated Ballistics Identification System) Brasstrax system.
January 2025	Pinal County Medical Examiner's Office – 3 hrs. Distinguishing Postmortem Changes and Injuries including lecture of postmortem changes vs. Injury comparison and culminating in an autopsy examination and discussion.

February 2025	Pinal County Medical Examiner's Office – 3 hrs. Human Skeletal Remains seminar, including lecture of skeletal components, identifying characteristics, and trauma analysis culminating in an examination of multiple sets of skeletal remains and discussions.
March-April 2025	Fingerprint Evidence Processing, Collection & Photography – 40 hrs. Comprehensive training on mechanical and chemical processing of latent print evidence, including two days of photography workshops with specialized lighting techniques and use of alternate light sources to visualize and record evidence.
May 2025	Legal and Liability Risk Management Institute – 1.5 hrs. Firearm and Firearm Evidence -- In-depth review of firearms and firearm-related evidence, including cartridges, casings, projectiles, firearm mechanisms, and processing and documentation procedures.
June 2025	Foster and Freeman – 1 hr. Trace Evidence webinar demonstrating the use of various technological components to visualize trace evidence with alternate light sources.
October 2025	Pinal County Medical Examiner's Office – 3 hrs. Uncommon and Unusual Deaths seminar, including lecture of various unusual occurrences on death investigation scenes and the critical importance of proper documentation on scene and during interviews.
January 2026	Trimble Forensics – 16 hrs. Trimble X9 Forensic Mapping, Trimble GNSS Forensic Mapping, and Trimble Forensics Reveal program training practical application with law enforcement personnel.
February 2026	Dr. Fulginitti and DiModica – 24 hrs. Surface Skeleton and Buried Body Recovery Seminar in the proper techniques for processing surface skeletons and buried body scenes, involving two days of lecture and one day of recovery of human remains from a clandestine grave.

Professional affiliations

2024-Present	International Association for Identification Active member
2024-Present	Arizona Identification Council Active member

Languages

English	Native language
Spanish	Novice Speaker, Novice Listener, Intermediate Reading and Writing

References

Chantalle Zdilla czdilla@goodyearaz.gov (480) 852-8661
Sydney Henderson shenderson@goodyearaz.gov (480) 371-0945
Kaytelyn Johnson kjohnson@goodyearaz.gov (623) 522-6005
Severita Ortiz sortiz@goodyearaz.gov (480) 506-8049
Aime Prusick aprusick@buckeyeaz.gov (623) 349-6461

Sydney Henderson
11 N. 145th Ave
Goodyear, AZ 85338
(480) 371-0945
SHenderson@goodyearaz.gov

EDUCATION

Master of Science in Forensic Science, concentration in Forensic Investigative Sciences,
Oklahoma State University
-Tulsa, Oklahoma, August 2027

Bachelor of Science in Forensic Science, Cum Laude, Grand Canyon University
-Phoenix, Arizona, April 2021

PROFESSIONAL EXPERIENCE

Employment

Forensic Specialist, Goodyear Police Department, Goodyear, AZ

August 2022 – Present

- Respond to crime scenes to provide technical support for police investigations.
- Document, photograph, and process crime scenes to collect and preserve physical evidence, including fingerprint evidence, using specialized techniques and equipment.
- Write detailed reports and complete all required documentation associated with crime scene investigations.
- Photograph, document, and perform test-firing of firearms collected by department personnel for NIBIN entry.
- Perform NIBIN entries.
- Conduct forensic processing of submitted evidence items to recover DNA and fingerprint evidence in the lab.
- Provide expert testimony relative to the work performed in court and other legal proceedings.

Volunteer

Volunteer Crime Scene Technician, Avondale Police Department, Avondale, AZ

June 2021 – August 2022

- Assist Identification Technicians at crime scenes by locating and collecting evidence, acting as a scribe, packaging items, and retrieving necessary supplies.
- Conduct forensic processing of submitted evidence items to recover fingerprint evidence using visual examination, and chemical or physical processing techniques to include powders and cyanoacrylate fuming.
- Handle and assist in the forensic processing of evidence in the crime lab, including DNA collection from firearms, while adhering to safety protocols and packaging standards.

PROFESSIONAL CERTIFICATIONS

TruNarc Certified (Obtained - September 2024) -Goodyear Police Department

NIBIN Triage & Acquisition Certified (Obtained - October 2024) -ATF

Certified Crime Scene Investigator (Obtained - July 2025) – International Association for Identification

AZ POST General Instructor (Obtained - March 2026) – Arizona Peace Officer Standards and Training Board

TRAINING CERTIFICATES

<i>"Documenting the Suicide Scene"</i> (1.5 hours)	October 2022
Presented by: Tom Martin	
<i>"Arizona Identification Council Conference"</i> (24 hours)	October 2022
Presented by: Multiple Presenters	
<i>"AZDPS DNA Evidence Collection for Agencies"</i> (4 hours)	November 2022
Presented by: S. LaFragola, B. Ford, & G. Belancik	
<i>"Investigative Genealogy"</i> (2 hours)	November 2022
Presented by: Jim Kraus	
<i>"Firearms and Firearm Evidence"</i> (2 hours)	December 2022
Presented by: Tom Martin	
<i>"Bone or Stone? Human or Non-Human?"</i> (2 hours)	February 2023
Presented by: Dr. Terea 'Lily' White	
<i>"Advanced Crime Scene Investigation"</i> (40 hours)	March 2023
Presented by: Brandon Nabozny	
<i>"Cold Case Homicide Training"</i> (9 hours)	April 2023
Presented by: DPS & MCAO Instructors	
<i>"Courtroom Testimony Training"</i> (8 hours)	April 2023
Presented by: Kristy Swan & Kristin Rogers	
<i>"Nighttime Photography Training"</i> (4 hours)	April 2023
Presented by: Brandon Nabozny & Ken Pomeranz	
<i>"Analysis & Documentation of Medicolegal Death Investigations"</i> (40 hours)	June 2023
Presented by: Dr. Maria Pettolina	
<i>"Long Exposure & Flash Photography"</i> (24 hours)	July 2023
Presented by: Brandon Nabozny	
<i>"Explaining the Unexplained: Investigating Child Fatalities"</i> (1.25 hours)	October 2023
Presented by: Jenna DeRango	
<i>"Trimble X7 & GNSS Forensic Mapping, and Forensic Reveal I"</i>	June 2024
Presented by : Hunter Martin	
<i>"Fingerprint Processing, Photography, and Collection"</i> (40 hours)	June 2024
Presented by: Kasey Buckner	
<i>"NIBIN Training"</i> (40 hours)	October 2024
Presented by: Scott Wills	

<i>“Advanced Crime Scene Documentation”</i> (40 hours)	November 2024
Presented by: Jackie Smithson	
<i>“Human Skeletal Remains Seminar”</i> (4 hours)	February 2025
Presented by: Dr. Courtney Koppenhaver-Astrom	
<i>“Crime Scene Certification Preparation”</i> (32 hours)	July 2025
Presented by: Sunny Lu	
<i>“Investigative Analysis & Crime Scene Reconstruction”</i> (40 hours)	September 2025
Presented by : Gary Graff & Iris Dalley Graff	
<i>“Trimble GNSS Forensic Mapping”</i>	January 2026
Presented by : JJ Connelly	
<i>“Surface Skeleton and Buried Body Recovery”</i> (32 hours)	February 2026
Presented by : Dr. Laura Fulginiti & Frank DiModica	
<i>“AZ POST General Instructor School”</i> (40 hours)	March 2026
Presented by : AZDPS General Instructors	

MEMBERSHIP AND ACTIVITY IN PROFESSIONAL ORGANIZATIONS

- Member of Arizona Identification Council since 2022
- Member of International Association for Identification since 2022

ITEM #: 11.
DATE: 03/23/2026
AI #:3199



CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION AUTHORIZING THE SUBMISSION OF THREE GRANT APPLICATIONS TO THE DEPARTMENT OF HOMELAND SECURITY (DHS) FOR FISCAL YEAR (FY) 2026 PHOENIX URBAN AREA SECURITY INITIATIVES (UASI) GRANT FUNDING

STAFF PRESENTER(S): Brian Issitt, Chief of Police

SUMMARY

Council consideration and authorization for the Goodyear Police Department to apply for three FY2026 DHS Phoenix UASI Grants.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2516 AUTHORIZING THE SUBMISSION OF THREE APPLICATIONS FOR FY2026 PHOENIX URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM FUNDS, FOR THE GOODYEAR POLICE DEPARTMENT, TO THE DEPARTMENT OF HOMELAND SECURITY, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, TO EXECUTE THE GRANT AGREEMENTS AND APPROVE THE REQUIRED BUDGET TRANSFERS (IF GRANT FUNDS ARE AWARDED). (Brian Issitt, Chief of Police)

FISCAL IMPACT

GYPD is requesting funding of \$181,020 from the DHS Phoenix Urban Area Security Initiative grant. There are no matching fund requirements with the grants or other impacts to the FY26 Police Department base budget.

BACKGROUND AND PREVIOUS ACTIONS

The UASI program is part of the Homeland Security Grant Program and aims to assist high-threat, high-density urban areas in building, sustaining, and improving their capabilities to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The Goodyear Police Department has used the UASI grants to assist with building their resources for both the Special Assignment Unit (SAU) and the Threat Liaison Officer (TLO) programs.

The program focuses on addressing identified security gaps, increasing inter-agency coordination, and

strengthening critical infrastructure protection. The city of Goodyear is geographically located in an area that has been directly impacted by the ongoing border crisis due to its proximity to major smuggling and trafficking corridors into the United States from Mexico. The city is also located next to Luke Air Force Base, the Phoenix Goodyear Airport and in proximity to Phoenix Raceway. Because of this, the Special Assignments Unit and TLO support other agencies as needed for critical events and incidents.

In calendar year 2025, SAU saw a substantial increase in mission/operations, conducting over 110 total operations, including search warrants, apprehensions, covert rescue and support human-trafficking details, dignitary protection, and multi-agency collaborations, while maintaining biweekly training.

STAFF ANALYSIS

These grants will support the Chief's five-year strategic plan that includes an expansion of the TLO program and implementation of a full-time SWAT. The grants will supplement the proposed fiscal year 2027 budget through the funding of SAU portable ballistic shields, hydraulic breaching kits for specialized use in high-risk entries and active threat scenarios.

Both SAU and TLO are requesting funding for additional training to ensure that the officers are using the most current and effective operational tactics. The attendance at the Homeland Security Conference allows the TLO to network with other government agencies and evaluate new technologies that assist with the mission of threat identification and notification.

Staff recommends adopting Resolution No. 2026-2516 (Attachment A) approving the three applications (Attachment B, Attachment C, and Attachment D) for the grants. By doing so, the city will continue to ensure the safety of the officers and Goodyear community residents through assistance with enhancing interoperability and closing operational gaps.

Attachments

Attachment A - Resolution No. 2026-2516

Attachment B - SWAT Training Grant Application

Attachment C - TLO Training & Equipment Grant Application

Attachment D - SWAT Equipment Grant Application

Attachment E - Mayoral Approval

RESOLUTION NO. 2026-2516

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF THREE APPLICATIONS FOR FY 2026 PHOENIX URBAN AREA SECURITY INITIATIVE (UASI) GRANT PROGRAM FUNDS, FOR THE GOODYEAR POLICE DEPARTMENT, TO THE DEPARTMENT OF HOMELAND SECURITY, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, TO EXECUTE THE GRANT AGREEMENTS AND APPROVE THE REQUIRED BUDGET TRANSFERS (IF GRANT FUNDS ARE AWARDED).

WHEREAS, it is in the best interest of the City to apply for Phoenix Urban Area Security Initiative grant funds for assistance in Threat Liaison Officer and Special Assignment Unit equipment and training for the police department;

WHEREAS, the projects qualify as eligible projects under the UASI grant program; and

WHEREAS, there is no match requirement for this application.

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

SECTION 1. The City Manager, or their designee, is hereby authorized to submit three applications to the Department of Homeland Security for the Phoenix Urban Area Security Initiative for the police department for an amount not to exceed \$181,020.

SECTION 2. If the grant applications are awarded, the City will enter into the Grant Agreements with the Department of Homeland Security to implement the projects or programs that have been approved by the Department of Homeland Security.

SECTION 3. The City Manager, or their designee, is hereby authorized to execute all documents relating to these applications and any grant offers resulting from such applications.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 23rd day of March, 2026.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney



2026 Phoenix Urban Area Security Initiative Grant Application

Submitted by Jeff Carrion on February 26, 2026 - 6:59pm

PROJECT DESCRIPTION

Project Title: Goodyear Police Department Special Assignments Unit CBRNE Regional Response Capability Training and Enhancement Project to Protect Soft Targets

Project Summary:

The Goodyear Police Department Special Assignments Unit (SAU), functioning as the agency's specialized tactical team, seeks UASI funding to address critical equipment and training gaps in surveillance, interdiction, disruption, and protecting core capabilities with a direct nexus to terrorism threats, including active shooters at crowded venues, barricaded hostage situations, and potential transnational threats facilitated by border-smuggling/human-trafficking corridors. Goodyear, one of the nation's fastest-growing cities with over 20% population increase in the last five years, features vulnerable soft targets such as a spring training baseball facility with limited security infrastructure, a newly built recreation campus in 2021 aimed at servicing families and juveniles, and a new Goodyear civic square location hosting large events with restaurants and retail surrounding the primary City Hall building. The city has over 100 warehouses/distribution centers, in which the sheer volume of employees adds to high-density population environments and soft targets. The city has two additional high schools Estrella Foothills High School and Goodyear High School, a mixed-security prison facility which also houses female death row inmates, and a municipal airport susceptible to unauthorized activities. After Phoenix and Tucson, Goodyear is the next most-populated city in the state that also contain an airport and prison facility. Furthermore, the proximity to Luke Air Force Base results in requests for mutual aid for special events (Luke Days), training, critical incident response and dignitary protection details with the Air Force. The department supports the Arizona Department of Public Safety (DPS), Maricopa County Sheriff's Office (MCSO) and other resource-limited agencies through mutual aid response and collaborative training in the region. The southern border of our city encompasses the Estrella Mountains, which provide avenues for immigration and smuggling activities that may intersect with terrorism vectors, necessitating enhanced local support capabilities. Major highway corridors include Interstate 8 and 10, and State Road 238 and County Road 85. In calendar year 2025, the SAU team saw a substantial increase in missions/operations, conducting over 110 total operations, including search warrants, apprehensions, covert rescue and support, human-trafficking details, dignitary protection, and multi-agency collaborations, while maintaining biweekly training under significant budget constraints. This project supports the transition to a full-time SWAT team by procuring advanced tactical training (including attendance at the TTPOA Conference, OTOA Conference and True Kinetics Hostage Rescue Training for up to 20 personnel, with associated travel). These investments will close operational gaps, enhance interoperability with regional partners and fusion centers via the department's Threat Liaison Officer and a Goodyear Real-Time Crime Center currently under construction, and enable proactive mitigation of terrorism risks in crowded places and border-proximate areas, with regional benefits and long-term sustainability through municipal budgeting.

Organization Name:

Goodyear Police Department

COMMENTS / REVIEW

Funding Year: 2026

Performance Period: October 1, 2026 to September 30, 2027

Award Letter Date: September 21, 2026

Award Docs Return by Date: Sunday, Jan. 31, 2027

Award Exp Start Date: Thursday, Oct. 1, 2026

EHP: A

Applicant Title:

Lieutenant

Applicant Name:

Jeff Carrion

Applicant Email:

jcarrion@goodyearaz.gov

Applicant Office Phone:

(480) 527-7297

Applicant Cell Phone:

(480) 527-7297

Address:

11 N.145th Ave

Goodyear AZ 85338-2901

Head of Agency Title:

City Manager

Head of Agency Name:

Wynette Reed

Head of Agency Email:

wynette.reed@goodyearaz.gov

Head of Agency Office Phone:

(623) 882-7058

Program Contact Title:

Lieutenant

Program Contact Name:

Jeff Carrion

Program Contact Email:

jcarrion@goodyearaz.gov

Program Contact Office Phone:

(480) 527-7297

Program Contact Cell Phone:

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Fiscal Contact Title:

Support Services Manager

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Address:

11 N. 145th Ave

Goodyear AZ 85338-2901

AGENCY DEMOGRAPHICS

Number of sworn personnel: 185

Specialized Team Project Supports: SWAT

Number of personnel on Specialized Team Project Supports: 20

INITIATIVES

Is this project a Law Enforcement Terrorism Prevention Activity (LETPA)?: Yes

Initiatives:

Strengthen CBRNE Detection, Response & Decontamination Capabilities

Project Type: Enhance capabilities to respond to all-hazards events

Is this project also submitted in SHSGP?: No

Does this project support a National Priority Area?:

Yes

Explain how this project supports the National Priority Area you selected above.:

This project aligns with the National Priority Areas of Enhancing the Protection of Soft Targets/Crowded Places and Supporting Border Crisis Response and Enforcement (minimum 10% allocation). It strengthens capabilities to protect soft targets like event venues (spring training facility, civic square, high schools) against active shooter or vehicle-borne attacks, while improving interdiction in border-adjacent zones (Estrella Mountains and Highway smuggling routes) through enhanced tactical response tools and training. The training will enable preparation for a rapid, safe operations in low-light or barricaded terrorism scenarios, support multi-agency collaboration with fusion centers/ACTIC, and address transnational threats with terrorism nexus (e.g., foreign-inspired violence or smuggling-enabled attacks). It also bolsters information sharing and regional preparedness in the Phoenix-metro UASI area.

1. What is the terrorism threat your area faces that will be addressed by this project?:

Active Shooter

2. Explain how this project will assist your agency in preventing/protecting against/mitigating/responding to/recovering from all hazards events and threats including your chosen terrorism threat in question 1.:

Transnational criminal activity with potential terrorism nexus, including human smuggling, drug trafficking, and organized crime exploiting border corridors (e.g., Estrella Mountains routes linking to major interstates), which may facilitate terrorism-related threats such as active shooters, barricaded subjects, or improvised explosive devices at soft targets. The City of Goodyear is directly impacted by the ongoing

border crisis due to proximity to major smuggling routes (Interstates 8, 10, and State Route 238), enabling nighttime operations in remote terrain that challenge public safety and homeland security.

3. Mission Area > Core Capability:

- Respond › On-Scene Security, Protection, and Law Enforcement

3a. Capability Target > POETE > Gap:

- Within 4 hour(s) of an incident, provide security and law enforcement services to protect emergency responders and 54,000 people affected. › Training › Law enforcement

4. What resources does your agency currently have to support the capability target selected above?:

The Goodyear Police Department maintains an approximate-20-person SWAT Team (and 6-person CNT contingent) with biweekly training, mutual aid partnership with Luke AFB, MCSO, and other nearby municipal agencies which coordinate via a dedicated full-time Threat Liaison Officer (and two part-time TLOs) with ACTIC/fusion centers, and an under-construction Real Time Crime Center. However, aside from our equipment gaps (e.g., insufficient breaching and shield assets) and budget constraints on advanced training limit our operational capability in terrorism-related incidents.

5. How will this project help your agency to achieve the capability target selected above?:

The procurement of training to supplement existing biweekly training aimed at minimum proficiency levels as well as advanced tactical training will provide essential tools for SWAT to maintain a higher level of proficiency. They will be better prepared in active threat and barricaded scenarios, enabling precise, rapid response and intel gathering enhancements. Training for 20 personnel Texas Tactical Police Officers Association/ Ohio Tactical Officers Association (TTPOA/OTOA Conference and a TruKinetics Hostage Rescue Training Course, including travel) will certify skills in hostage rescue, joint tactics, and threat assessment, closing gaps in readiness and interoperability. Together, these will allow safer, more effective operations against terrorism threats, supporting regional partners and fusion center information sharing.

6. Will your agency continue to maintain, support and sustain this capability with other funding sources if Homeland Security grant funds were no longer available?: Yes

6a. What is your agency's sustainment plan for this capability?:

The City of Goodyear will seek alternative funding options through other grant opportunities. In addition to seeking other grants, the City of Goodyear would support and sustain the capabilities of SAU training to the extent of the financial constraints at the time. City funds, taxes and political climate often dictate the financial support provided to carry out a project of this nature.

7. Does this project support a NIMS typed resource?: Yes

7a. Select NIMS Typed Resource:

Law Enforcement Patrol Team (Strike Team)

8. Has your agency previously been awarded Homeland Security Grant Program (SHSGP, UASI and/or OPSG) funding to support this project/capability?: No

9. Is this a multi-phase project?:

No

10. Will your project benefit more than just your own agency?:

Yes

10a. List which agencies that will have a direct benefit:

Surprise PD , Peoria, DPS, Avondale and Buckeye

10b. Describe in detail how the agencies mentioned in question 10a will benefit.:

The Goodyear Police Department SAU trains regularly and deploys with other area agencies. Goodyear has covered SWAT calls for periods of time for both Surprise and Peoria PD. We have deployed alongside Phoenix, MCSO, Glendale and Luke Air Force base for regional assistance during high profile events demanding regional response and cooperation. Shared tactical training methodologies and response protocols via ACTIC/fusion centers; deployable equipment (e.g., shields and breaching tools) in multi-agency incidents; improved interoperability for border-related or large-event operations; reduced response times and enhanced collective readiness against terrorism threats in the Phoenix-metro area.

11. Is your agency prepared to provide up to 25% cash (hard) or in-kind (soft) match and ensure it is tracked and documented should matching funds be a requirement in FFY 2026?:

No

PLANNED ACTIVITIES FOR QUARTER #1

Obtain vendor quotes, submit purchase orders, and begin planning for training registration; register and attend True Kinetics Hostage Rescue Training as this is a high priority for team development (local, for 20 personnel);

PLANNED ACTIVITIES FOR QUARTER #2

Register and prepare for TTPOA/OTOA Conference attendance (10 personnel to each conference, with travel coordination).

PLANNED ACTIVITIES FOR QUARTER #3

Attend TTPOA/OTOA Conferences (tactical best practices); integrate new skills and tactics into biweekly training and conduct training exercises with a regional partner.

PLANNED ACTIVITIES FOR QUARTER #4

Ensure the UASI funds have been properly dispersed and accounted for. Finalize the documentation and processing as it relates to the UASI funds granted for training.

Equipment Item	Age/Condition of Equipment	Qty Requested	Cost Per Unit	Total Requested	Total Awarded
		0	\$0	\$0	\$0
				\$0	\$0

Equipment Requested Total: \$0

Equipment Awarded Total: \$0

Training Item	Backfill / Overtime	Workshops / Conferences	Trainers / Contractors / Consultants	Supplies	Travel	Total Requested	Total Awarded
Training Name: Texas Tactical Police Officers Association Conference Training Description: <i>The TTPOA continues to strive to foster an exchange of ideas and information within the field of tactics and operations in Police work. Our annual conference is the greatest example of how our staff can accomplish this goal. We understand our organization could not achieve this mission without skilled and accomplished Instructors to provide quality training to our members. The TTPOA staff has worked hard to host some of the industry's most qualified instructors to this year's conference to better serve our members. Up to 21 hours of TCOLE credit earned for attending all sessions and classes.</i> Backfill / Overtime Details: N/A Workshops / Conferences Details: Registration cost for 10 attendees Travel Details: Round Trip Flights and Hotel and Per Diem for 10 Attendees	\$0	\$4,300	\$0	\$0	\$17,100	\$21,400	\$0
						\$64,500	\$0

Training Item	Backfill / Overtime	Workshops / Conferences	Trainers /		Supplies	Travel	Total Requested	Total Awarded
			Contractors / Consultants					
Training Name: Ohio Tactical Officer's Association Conference (OTOA) Training Description: <i>The Ohio Tactical Officers Association is an independent nonprofit organization dedicated to advancing the performance and professionalism of all levels of first responders. We provide vital training and relevant education at a value throughout the state to those driven to improve. By cultivating a community of like-minded professionals with the highest standards, we elevate the profession and build trust between first responders and the public they serve. We equip all first responders with a tactical mindset and set the standard of professionalism through vital training and education</i> Workshops / Conferences Details: <i>Registration cost for 10 attendees</i> Travel Details: <i>Round trip flights, hotel and per diem for 10 attendees</i>	\$0	\$4,500	\$0		\$0	\$14,600	\$19,100	\$0
							\$64,500	\$0

Training Item	Backfill / Overtime	Workshops / Conferences	Trainers / Contractors / Consultants	Supplies	Travel	Total Requested	Total Awarded
Training Name: TruKinetics Hostage Rescue Training Training Description: This is a 30-hour all-inclusive course, combining team movement concepts, surreptitious intel gathering, negotiations, breaching (manual, mechanical, energetic), communication with command and intensive decision making. In-depth, honest debriefs of previous HR incidents. Course utilizes multiple venues with intensive live fire and scenario-based evolutions. Can be extended to 40-hours to incorporate night vision utilization. Backfill / Overtime Details: N/A Workshops / Conferences Details: Registration costs for 20 attendees (entire SAU team) Trainers / Contractors / Consultants Details: N/A Supplies Details: N/A Travel Details: N/A	\$0	\$24,000	\$0	\$0	\$0	\$24,000	\$0
						\$64,500	\$0
Training Request Total: \$64,500							
Training Award Total: \$0							

Does your agency have an IPP?:

Yes

IPP Document:
 goodyear_mytep_2026-2028_1.pdf (https://azdohs.gov/system/files/goodyear_mytep_2026-2028_1_0.pdf)

Description	Exercise Type	Backfill / Overtime	Workshops / Conference	Contractors / Consultants	Supplies	Travel	Total Requested	Total Awarded
		\$0	\$0	\$0	\$0	\$0	\$0	\$0
							\$0	\$0

Exercise Requested Total: \$0**Exercise Awarded Total: \$0****Does your agency have an IPP?:**

No

Description	Backfill and Overtime	Workshops / Conference	Staff / Contractors / Consultants	Materials	Travel	Total Requested	Total Awarded
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
						\$0	\$0

Planning Request Total: \$0

Planning Award Total: \$0

Description	Overtime	Operational Expenses	Staff / Contractors / Consultants	Total Requested	Total Awarded
	\$0	\$0	\$0	\$0	\$0
				\$0	\$0

Organizational Activity Request Total: \$0**Organizational Activity Award Total: \$0**

Description	Backfill / Overtime	Personnel / Contractor / Consultant	Travel	Materials	Total Requested
	\$0	\$0	\$0	\$0	\$0
					\$0

M&A Total Requested: \$0**M&A Awarded Total: \$0**

PROJECT REQUEST TOTAL

Cost Category	Total Requested	Total Awarded
Equipment Total	\$0	\$0
Exercise Total	\$0	\$0
Training Total	\$64,500	\$0
Planning Total	\$0	\$0
Organization Total	\$0	\$0
Project Total	\$64,500	\$0

	M&A Amount Requested	M&A Amount Awarded
Management and Administration	\$0	\$0

	Indirect Costs Requested	Indirect Costs Approved
Indirect Costs	No	No

Is your agency seeking indirect costs?: No

Funding Details:

To meet the needs of the National Priority Area of Enhancing the Protection of Soft Targets/Crowded Places our priorities are as follows: 1. TruKinetics Hostage Rescue Training for a NIMS Type II Tactical Team. 2. TTPOA Training Conference for the NIMS Type II Tactical Team 3. OTOA Training Conference for the NIMS Type II Tactical Team. We would accept \$20,000 for the Hostage Rescue Training as it is the highest priority and while there is no travel, it is an essential element in training to protect soft targets and crowded places. We would accept \$15000 for TTPOA and OTOA and send fewer team members if needed.

Can partial funding be accepted in support of this project?: Yes

Select a 2026 National Priority Area:

Enhancing the protection of soft targets and crowded places

Source URL (retrieved on Mar 2 2026 - 10:13am): <https://azdohs.gov/entityform/5908>



2026 Phoenix Urban Area Security Initiative Grant Application

Submitted by William Underwood on February 16, 2026 - 11:11am

PROJECT DESCRIPTION

Project Title: 2026 Goodyear Police UASI Prevention Grant

Project Summary:

This project supports the law enforcement component of the Phoenix Urban Area Security Initiative (UASI) Terrorism/Threat Liaison Officer (TLO) Program for the Goodyear Police Department, along with related elements of the UASI Regional Response Team (RRT). The TLO Program is a collaborative effort among federal, state, and local law enforcement agencies, state planners, emergency managers, fire departments, the FBI, the Department of Homeland Security (DHS), and National Guard personnel. Its mission is to proactively prevent acts of terrorism in Arizona. TLOs work in coordination with the Arizona Counter Terrorism Information Center (ACTIC) to maintain a communication link with other TLOs and first responders. They facilitate the rapid sharing of critical information before and during incidents to support timely and effective response efforts. The program also provides access to infrastructure protection plans and other business and community resources to assess threats to key assets and critical infrastructure. Information gathered by TLOs and assessment teams supports informed decision-making, resource management, and operational coordination in response to evolving threats. All funding allocated to this program directly supports terrorism prevention efforts and enhances the rapid dissemination of information among partner agencies and organizations.

Organization Name:

Goodyear Police Department

COMMENTS / REVIEW

Funding Year: 2026

Performance Period: October 1, 2026 to September 30, 2027

Award Letter Date: September 21, 2026

Award Docs Return by Date: Sunday, Jan. 31, 2027

Award Exp Start Date: Thursday, Oct. 1, 2026

EHP: A

Applicant Title:

Threat Liaison Officer

Applicant Name:

William Underwood

Applicant Email:

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Applicant Office Phone:

(623) 258-6095

Applicant Cell Phone:

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Address:

11 N. 145th Ave.

Goodyear AZ 85338-2901

Head of Agency Title:

Chief of Police

Head of Agency Name:

Brian Issitt

Head of Agency Email:

Blssitt@GoodyearAZ.gov

Head of Agency Office Phone:

(623) 258-6095

Program Contact Title:

Threat Liaison Officer

Program Contact Name:

William Underwood

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Fiscal Contact Title:

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Fiscal Contact Name:

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Fiscal Contact Office Phone:

(623) 882-7805

Address:

11 N. 145th Ave.

Goodyear AZ 85338-0000

AGENCY DEMOGRAPHICS

Number of sworn personnel: 185

Specialized Team Project Supports: Other

Other Specialized Team Project Supports: TLO

Number of personnel on Specialized Team Project Supports: 4

INITIATIVES

Is this project a Law Enforcement Terrorism Prevention Activity (LETPA)?: Yes

Initiatives:

Strengthen Information Sharing and Collaboration Capabilities

Project Type: Establish/enhance regional response teams

Is this project also submitted in SHSGP?: No

Does this project support a National Priority Area?:

Yes

Explain how this project supports the National Priority Area you selected above.:

The City of Goodyear Police Department is seeking to purchase two Motorola APX NEXT tri-band handheld radios (or equivalent models) and to fund additional training for the Threat Liaison Officer (TLO) Program. According to the 2020 U.S. Census, Goodyear was one of the fastest-growing cities in the nation, experiencing 46% growth over the past decade. The city includes a Foreign Trade Zone, a Military Reuse Zone, designated redevelopment areas, and major defense contractors such as Boeing and AerSale. Goodyear is also home to regional distribution hubs for UPS, FedEx, Dick's Sporting Goods, and Amazon. Strategically, Goodyear borders Luke Air Force Base, and the Phoenix-Goodyear Airport is recognized as the busiest single-runway airport in the United States. It is one of the few runways in the region capable of supporting large wide-body and military aircraft, including a Boeing 747. The city also hosts Spring Training for the Cleveland Guardians and the Cincinnati Reds, drawing significant seasonal visitors. In 2022, the Goodyear Police Department identified the need to strengthen its information and intelligence sharing capabilities and sent one officer to TLO school to serve in a part-time, unfunded ancillary role. After recognizing the value of the program, the department authorized one full-time TLO position and two additional part-time positions in 2023. In 2025, the department is adding a third part-time TLO supervisor who will also serve in an on-call capacity. Since 2022, Goodyear TLO officers have supported national-level events including the Super Bowl, World Series, NCAA Men's Final Four, Waste Management Phoenix Open, Luke Days, and numerous high-profile dignitary visits leading up to the 2024 General Election. They have also conducted Threat and Vulnerability Assessments on critical infrastructure and supported mitigation efforts for state and local election security. TLO personnel have completed advanced training in Joint Hazard Assessment Teams (JHAT), Field Intelligence Teams, Crime Prevention Through Environmental Design (CPTED), Threat and Vulnerability Assessment (TVA), and the Physical Security Assessment Training Program through FLETC, among others. These certifications and operational experiences position the Goodyear Police Department as a key regional asset. The requested equipment

and training will further enhance the department's ability to communicate, coordinate, and operate effectively across the Central Region and throughout the State of Arizona.

1. What is the terrorism threat your area faces that will be addressed by this project?:

Active Shooter

2. Explain how this project will assist your agency in preventing/protecting against/mitigating/responding to/recovering from all hazards events and threats including your chosen terrorism threat in question 1.:

The Goodyear Police Department employs a full-time Terrorism Liaison Officer (TLO) as well as two part time TLO's who are responsible for conducting threat vulnerability assessments, active shooter trainings, and investigations of suspicious activity in an effort to prevent and protect from terrorist incidents. The TLO is also responsible for coordinating with federal, state, and local public safety and terrorism fusion centers to mitigate, respond to and recover from terrorism and all-hazards events. This project will assist the agency by providing equipment. used for intelligence/information sharing, and communication interoperability, when responding, mitigating, and recovery at all-hazard events. This project will also provide training capabilities by allowing TLOs to attend training conferences in the areas of active threats, terrorism and threat management, which will also assist in the counter terrorism mission areas.

3. Mission Area > Core Capability:

- Prevent › Intelligence and Information Sharing

3a. Capability Target > POETE > Gap:

- During steady state, & in conjunction with fusion center and/or Joint Terrorism Task Force (JTTF), every 1 yr(s), review ability to effectively execute intel cycle, including planning, direction, collection, exploitation, processing, analysis, production, › Equipment › Continuous threat assessment
- Then, within 1 hr(s) of identification or notification of credible threat, identify/analyze local context of threat for respective area of responsibility, & facilitate sharing of threat info w/ 125 priority intel stakeholder agencies/entities in accordanc › Training › Analysis of intelligence and information

4. What resources does your agency currently have to support the capability target selected above?:

The Goodyear Police Department currently maintains one full-time Level A TLO with a dedicated response vehicle and computer, capable of responding to all hazards statewide within Arizona. The Goodyear Police Department also has one TLO trained Supervisor and two part-time TLOs capable of statewide response. These TLO's are regional responders and are capable Interoperable communications capabilities including radio, cellular, and computer networks. These resources enable collaboration with federal, state, local public safety, and private sector stakeholders to prevent, protect against, mitigate, respond to, and recover from terrorism and other all-hazards events.

5. How will this project help your agency to achieve the capability target selected above?:

This project will assist the Goodyear Police Department in achieving prevention, protection, and response capabilities by providing the equipment and training necessary to sustain and enhance the TLO program. The project includes the purchase of two APX NEXT portable radios (subscriber units). No additional infrastructure is required for operational use. The APX NEXT radios are Motorola Solutions flagship handheld products and will significantly enhance communications for TLO personnel. The department currently utilizes older APX 6000 radios, which lack next-generation technological and communication capabilities available in the APX NEXT platform. Upgrading to APX NEXT radios will improve communication clarity and interoperability and enhance situational awareness capabilities. This upgrade will also strengthen intelligence-sharing efficiency during critical incidents and support rapid threat identification and dissemination. Additionally, project funding will allow TLO personnel to attend specialized training conferences focused on active threats, terrorism prevention, threat management, and targeted violence. These conferences provide valuable lessons learned, best practices, and emerging threat intelligence that directly enhance local operational readiness. Collectively, this project strengthens the department's ability to conduct continuous threat assessments, share intelligence rapidly, and protect the community from active shooter incidents and other all-hazards threats.

6. Will your agency continue to maintain, support and sustain this capability with other funding sources if Homeland Security grant funds were no longer available?: Yes**6a. What is your agency's sustainment plan for this capability?:**

If grant funding were no longer available, the Goodyear Police Department would continue to fund TLO personnel, operations, equipment maintenance, cellular devices, MDC computers, and take-home vehicles. However, aging radio infrastructure may impact communication reliability without replacement.

7. Does this project support a NIMS typed resource?: No**8. Has your agency previously been awarded Homeland Security Grant Program (SHSGP, UASI and/or OPSG) funding to support this project/capability?: No****9. Is this a multi-phase project?:**

No

10. Will your project benefit more than just your own agency?:

Yes

10a. List which agencies that will have a direct benefit:

Statewide and regional partners including Arizona DPS, MCSO, Phoenix PD/FD, Glendale, Surprise, Buckeye, Avondale, El Mirage, Peoria, Scottsdale, Mesa, Tempe, Chandler, Gilbert, Queen Creek, Luke AFB, DOD, FBI, and DHS.

10b. Describe in detail how the agencies mentioned in question 10a will benefit.:

All equipment and training obtained and used in this project will be used in partnership participation among the Phoenix UASI region by the Goodyear Police Department Threat Liaison Officers who are considered regional assets and cover frequently the West Valley TLO on call

calendar. Other state, county, and local agencies in the State of Arizona as well as our federal partners will also benefit from this project by providing TLO coverage throughout the valley when called upon by other agencies. The Goodyear Police Department is committed to the missions of the TLO program, the ACTIC, the State of Arizona as well as supporting of the UASI central region.

11. Is your agency prepared to provide up to 25% cash (hard) or in-kind (soft) match and ensure it is tracked and documented should matching funds be a requirement in FFY 2026?:

No

PLANNED ACTIVITIES FOR QUARTER #1

Develop a project management plan and prepare documents needed to gain approval from the City of Goodyear City Council for to approval to accept and send grant funds from the UASI working group.

PLANNED ACTIVITIES FOR QUARTER #2

Complete all procurement documentation, execute purchase orders and/or contacts purchase, and monitor progress. Review and make modifications if needed to the timeline and schedule for acquisitions. Review overall implementations to identify any potential conflicts with vendors or stakeholders.

PLANNED ACTIVITIES FOR QUARTER #3

Monitor progress, pay for and receive equipment making modifications if needed. Review overall implementation to identify any potential conflicts with vendors or stakeholders.

PLANNED ACTIVITIES FOR QUARTER #4

Ensure payments for equipment and subscriptions are completed for this grant cycle. Review overall implementation to identify any potential conflicts with vendors or stakeholders reference billing and reimbursements.

Equipment Item	Age/Condition of Equipment	Qty Requested	Cost Per Unit	Total Requested	Total Awarded
Item Name: Motorola Next Multiband Portable Radio with E15 capabilities AEL: 06CP-01-MOBL Description: This equipment would allow TLO's to have the capability to communicate on the E15 Homeland Security Channel with Phoenix PD, Maricopa County Sheriff's Office and DPS as well as other agencies throughout the State of Arizona. The current radios used by the Goodyear Police Department do not have cellular or UHF capability and are restricted on channel usage. The A level TLO should have the capability to communicate with Phoenix PD, Maricopa County Sheriff's Office and DPS. Unfortunately, our current radios do not have this capability. The Motorola APX Next radio or similar products should be able to handle up to 3000 channels and up to 125 Zones or Decks for communication with State, Local, and Federal Law Enforcement agencies that all have different channels and sometimes different frequencies that are not supported by our current single band radios. Communications are vital in the work we do as police officers and especially import to the work we do as TLO's, and these radios will put TLO's from the Goodyear Police Department on par with its counterparts in the region to respond to national, regional and local events.	N/A	2	\$13,500	\$27,000	\$0
				\$27,000	\$0

Equipment Requested Total: \$27,000

Equipment Awarded Total: \$0

Radio Equipment Questionnaire:

 Download Radio Equipment Questionnaire (<https://azdohs.gov/file/5401/download?token=9IXyUahn>) (99.08 KB)

Training Item	Backfill / Overtime	Workshops / Conferences	Trainers /		Travel	Total Requested	Total Awarded
			Contractors / Consultants	Supplies			
Training Name: Association of Threat Assessment Professionals Conference Training Description: Association of Threat Assessment Professionals (ATAP) is designed to address major issues surrounding mass shootings and other public attacks, workplace violence, school/campus violence, domestic violence, assassination of public figures and other situations involving the prevention of targeted violence. A variety of nationally recognized speakers will give presentations on current information, research and techniques related to the industry. Workshops / Conferences Details: Registration fees for the Association of Threat Assessment Professionals (ATAP) Conference at \$850 each for three individuals supporting the TLO mission. Travel Details: Airfare, Hotel Rooms, and per diem for three individuals supporting the TLO mission at the Association of Threat Assessment Professionals (ATAP) Conference	\$0	\$2,550	\$0	\$0	\$6,450	\$9,000	\$0
						\$18,000	\$0

Training Item	Backfill / Overtime	Workshops / Conferences	Trainers /		Travel	Total Requested	Total Awarded
			Contractors / Consultants	Supplies			
Training Name: National Homeland Security Conference Training Description: <i>The National Homeland Security Conference brings together professionals in Homeland Security, Law Enforcement, Fire and Emergency Management. They include officials in federal agencies, nonprofit agencies, business owners, universities and decision makers to learn about emerging trends in homeland security and see the new equipment and technology available to support the mission.</i> Workshops / Conferences Details: <i>Homeland Security Conference registration fees at \$775 each for three individuals supporting the TLO mission.</i> Travel Details: <i>Airfare, Hotel Rooms, and per diem for three individuals supporting the TLO mission at the National Homeland Security Conference.</i>	\$0	\$2,325	\$0	\$0	\$6,675	\$9,000	\$0
						\$18,000	\$0
Training Request Total: \$18,000							
Training Award Total: \$0							

Does your agency have an IPP?:

Yes

IPP Document:
 goodyear_mytep_2026-2028.pdf (https://azdohs.gov/system/files/goodyear_mytep_2026-2028_1.pdf)

Description	Exercise Type	Backfill / Overtime	Workshops / Conference	Contractors / Consultants	Supplies	Travel	Total Requested	Total Awarded
		\$0	\$0	\$0	\$0	\$0	\$0	\$0
							\$0	\$0

Exercise Requested Total: \$0**Exercise Awarded Total: \$0****Does your agency have an IPP?:**

No

Description	Backfill and Overtime	Workshops / Conference	Staff / Contractors / Consultants	Materials	Travel	Total Requested	Total Awarded
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
						\$0	\$0

Planning Request Total: \$0

Planning Award Total: \$0

Description	Overtime	Operational Expenses	Staff / Contractors / Consultants	Total Requested	Total Awarded
	\$0	\$0	\$0	\$0	\$0
				\$0	\$0

Organizational Activity Request Total: \$0**Organizational Activity Award Total: \$0**

Description	Backfill / Overtime	Personnel / Contractor / Consultant	Travel	Materials	Total Requested
	\$0	\$0	\$0	\$0	\$0
					\$0

M&A Total Requested: \$0**M&A Awarded Total: \$0**

PROJECT REQUEST TOTAL

Cost Category	Total Requested	Total Awarded
Equipment Total	\$27,000	\$0
Exercise Total	\$0	\$0
Training Total	\$18,000	\$0
Planning Total	\$0	\$0
Organization Total	\$0	\$0
Project Total	\$45,000	\$0

	M&A Amount Requested	M&A Amount Awarded
Management and Administration	\$0	\$0

	Indirect Costs Requested	Indirect Costs Approved
Indirect Costs	No	No

Is your agency seeking indirect costs?: No

Funding Details:

If full funding is not available, the Goodyear Police Department would like to request the following items in priority order: 1. TLO Radios (\$13,500 x 2=\$27,000) 2. Association of Threat Assessment Professionals Conference for 3 attendees \$9,000 3. National Homeland Security Association Conference, 3 attendees \$9,000. We will also accept funding for one radio, as well as 1 or 2 attendees for each of the national conferences with the National Homeland Security Conference as the top training priority.

Can partial funding be accepted in support of this project?: Yes

Select a 2026 National Priority Area:

Enhancing the protection of soft targets and crowded places

Source URL (retrieved on Mar 2 2026 - 10:16am): <https://azdohs.gov/entityform/5719>



2026 Phoenix Urban Area Security Initiative Grant Application

Submitted by Jeff Carrion on February 17, 2026 - 7:52am

PROJECT DESCRIPTION

Project Title: Enhancing Tactical Interdiction and Response Capabilities for the Goodyear Police Department Special Assignments Unit (SAU) to Address Terrorism Threats in Soft Targets and Border-Adjacent Areas

Project Summary:

The Goodyear Police Department Special Assignments Unit (SAU), functioning as the agency's specialized tactical team, seeks UASI funding to address critical equipment and gaps in surveillance, interdiction, disruption, and protecting core capabilities with a direct nexus to terrorism threats, including active shooters at crowded venues, barricaded hostage situations, and potential transnational threats facilitated by border-smuggling/human-trafficking corridors. Goodyear, one of the nation's fastest-growing cities with over 20% population increase in the last five years, features vulnerable soft targets such as an aging spring training baseball facility with limited security infrastructure, a newly constructed recreation campus in 2021 aimed at servicing families and juveniles, and a new civic square location hosting large events with restaurants and retail surrounding a new City Hall building. We now have over 100 warehouses/distribution centers in our city, in which the sheer volume of employees adds to high-density population environments and soft targets. Our city has two additional high schools under recent memoranda of understanding (Estrella Foothills High School and Goodyear High School), a mixed-security prison facility which also houses female death row inmates, and a municipal airport susceptible to unauthorized activities. After Phoenix and Tucson, we are the next most-populated city in the state which also has an airport and prison facility. Furthermore, our proximity to Luke Air Force Base requires mutual aid for special events (Luke Days), training, and critical incident response and dignitary protection details with our military partner. Our department supports the Arizona Department of Public Safety (DPS), Maricopa County Sheriff's Office (MCSO) and other resource-limited agencies by providing support as needed for critical incidents. The southern border of our city encompasses the Estrella Mountains, which provide avenues for immigration and smuggling activities that may intersect with terrorism vectors, necessitating enhanced local support capabilities. Major highway corridors include Interstate 8 and 10, and State Road 238 and County Road 85. In CY 2025, the SAU team saw a substantial increase in missions/operations, conducting over 110 total operations, including search warrants, apprehensions, covert rescue and support, human-trafficking details, dignitary protection, and multi-agency collaborations, while maintaining biweekly training under significant budget constraints. This project supports the transition to a full-time SWAT team by procuring portable ballistic shields, hydraulic breaching kits for specialized use in high-risk entries and active threat scenarios. These investments will close operational gaps, enhance interoperability with regional partners and fusion centers via the department's Threat Liaison Officer and a Goodyear Real-Time Crime Center currently under construction, and enable proactive mitigation of terrorism risks in crowded places and border-proximate areas, with regional benefits and long-term sustainability through municipal budgeting.

Organization Name:

Goodyear Police Department

COMMENTS / REVIEW

Funding Year: 2026

Performance Period: October 1, 2026 to September 30, 2027

Award Letter Date: September 21, 2026

Award Docs Return by Date: Sunday, Jan. 31, 2027

Award Exp Start Date: Thursday, Oct. 1, 2026

EHP: A

Applicant Title:

Lieutenant

Applicant Name:

Jeff Carrion

Applicant Email:

jcarrion@goodyearaz.gov

Applicant Office Phone:

(623) 882-7645

Applicant Cell Phone:

(480) 527-7297

Address:

11 N. 145th Ave

Goodyear AZ 85338-1249

Head of Agency Title:

City Manager

Head of Agency Name:

Wynette Reid

Head of Agency Email:

wynette.reid@goodyearaz.gov

Head of Agency Office Phone:

(623) 882-7058

Program Contact Title:

Lieutenant

Program Contact Name:

Jeff Carrion

Program Contact Email:

jcarrion@goodyearaz.gov

Program Contact Office Phone:

(623) 882-7645

Program Contact Cell Phone:

(480) 527-7297

Fiscal Contact Title:

Support Services Manager

Fiscal Contact Name:

Jennifer

Fiscal Contact Email:

jcalovini@goodyearaz.gov

Fiscal Contact Office Phone:

(623) 882-7805

Fiscal Contact Cell Phone:

(623) 882-6085

Address:

11 N. 145th Ave

Goodyear AZ 85338-1249

AGENCY DEMOGRAPHICS

Number of sworn personnel: 185

Specialized Team Project Supports: SWAT

Number of personnel on Specialized Team Project Supports: 20

INITIATIVES

Is this project a Law Enforcement Terrorism Prevention Activity (LETPA)?: Yes

Initiatives:

Strengthen CBRNE Detection, Response & Decontamination Capabilities

Project Type: Enhance capabilities to respond to all-hazards events

Is this project also submitted in SHSGP?: No

Does this project support a National Priority Area?:

Yes

Explain how this project supports the National Priority Area you selected above.:

This project aligns with the National Priority Areas of Enhancing the Protection of Soft Targets/Crowded Places and Supporting Border Crisis Response and Enforcement (minimum 10% allocation). It strengthens capabilities to protect soft targets like event venues (spring training facility, civic square, high schools) against active shooter or vehicle-borne attacks, while improving interdiction in border-adjacent zones (Estrella Mountains and Highway smuggling routes) through enhanced tactical response tools and training. The equipment and training enable rapid, safe operations in low-light or barricaded terrorism scenarios, support multi-agency collaboration with fusion centers/ACTIC, and address transnational threats with terrorism nexus (e.g., foreign-inspired violence or smuggling-enabled attacks). It also bolsters information sharing and regional preparedness in the Phoenix-metro UASI area.

1. What is the terrorism threat your area faces that will be addressed by this project?:

Active Shooter

2. Explain how this project will assist your agency in preventing/protecting against/mitigating/responding to/recovering from all hazards events and threats including your chosen terrorism threat in question 1.:

The project equips the SAU to interdict threats more effectively in active shooters, hostage, or barricaded scenarios at soft targets. Portable ballistic shields provide cover for operators during crowd evacuations or threat neutralization at large events; hydraulic breaching kits enable rapid, non-explosive entry in barricaded terrorism situations (e.g., hostage rescue); rangefinders enhance precision intel gathering, tactical observation and distance accuracy in active shooter or barricaded events at soft targets. This equipment and the ability to work with

and support our regional partners such as Luke AFB, DPS, and MCSO reduces risk to officers and the public and supports regional joint operations.

3. Mission Area > Core Capability:

- Protect › Interdiction and Disruption

3a. Capability Target > POETE > Gap:

- Within 1 hour(s) of the identification or notification of a credible threat, conduct outreach to the fusion center and Joint Terrorism Task Force (JTTF) in the community and identify 25 personnel assigned to support follow up interdiction and disruption
 - a › Equipment › Tactical law-enforcement operations

4. What resources does your agency currently have to support the capability target selected above?:

The Goodyear Police Department maintains an approximate-20-person SWAT Team (and 6-person CNT contingent) with biweekly training, mutual aid partnership with Luke AFB, MCSO, and other nearby municipal agencies which coordinate via a dedicated full-time Threat Liaison Officer (and two part-time TLOs) with ACTIC/fusion centers, and an under-construction Real Time Crime Center. However, equipment gaps (e.g., outdated or insufficient breaching and shield assets) and budget constraints limit our operational capability in terrorism-related incidents.

5. How will this project help your agency to achieve the capability target selected above?:

Procurement of 2 portable ballistic shields, 3 hydraulic breaching kits, and 2 rangefinders will provide essential tools for SWAT use in active threat and barricaded scenarios, enabling precise, rapid response and intel gathering/observation enhancements. The equipment will assist in closing operational gaps in readiness and response capability. This will allow for safer and more effective operations against terrorism threats, supporting regional partners and fusion center information sharing.

6. Will your agency continue to maintain, support and sustain this capability with other funding sources if Homeland Security grant funds were no longer available?: Yes

6a. What is your agency's sustainment plan for this capability?:

Integrate equipment into the department's asset replacement schedule and operational budget; leverage efficiencies from the Real Time Crime Center; allocate municipal funds for maintenance, storage, and ongoing training to ensure long-term viability.

7. Does this project support a NIMS typed resource?: Yes

7a. Select NIMS Typed Resource:

Law Enforcement Patrol Team (Strike Team)

8. Has your agency previously been awarded Homeland Security Grant Program (SHSGP, UASI and/or OPSG) funding to support this project/capability?: No

9. Is this a multi-phase project?:

No

10. Will your project benefit more than just your own agency?:

Yes

10a. List which agencies that will have a direct benefit:

Luke Air Force Base (joint operations/events/dignitary protection), Arizona Department of Public Safety (highway/border support), MCSO, Glendale PD, Avondale PD, Buckeye PD, Surprise PD (mutual aid), Goodyear Airport, regional high schools and Perryville

10b. Describe in detail how the agencies mentioned in question 10a will benefit.:

Shared tactical training methodologies and response protocols via ACTIC/fusion centers; deployable equipment (e.g., shields and breaching tools) in multi-agency incidents; improved interoperability for border-related or large-event operations; reduced response times and enhanced collective readiness against terrorism threats in the Phoenix-metro area.

11. Is your agency prepared to provide up to 25% cash (hard) or in-kind (soft) match and ensure it is tracked and documented should matching funds be a requirement in FFY 2026?:

No

PLANNED ACTIVITIES FOR QUARTER #1

Initiate procurement process for 2 portable ballistic shields (AEL 01LE-01-SHLD) and 3 hydraulic breaching kits (AEL 01LE-00-TOOL) and 2 rangefinders (AEL 13LE-00-SURV).

PLANNED ACTIVITIES FOR QUARTER #2

Receive and distribute equipment; conduct initial in-house familiarization drills

PLANNED ACTIVITIES FOR QUARTER #3

Integrate new equipment into biweekly training and conduct joint exercises with regional partners.

PLANNED ACTIVITIES FOR QUARTER #4

Finalize equipment deployment and training certification with equipment. Ensure all UASI funds have been appropriately distributed and equipment received. Submittal of final documents to UASI.

Equipment Item	Age/Condition of Equipment	Qty Requested	Cost Per Unit	Total Requested	Total Awarded
Item Name: Hydraulic Breaching Kits AEL: 20TE-00-NTRY Description: The Hydraulic breaching kits allow the SAU to gain entry into the area that may otherwise be extremely difficult to access through other means during tactical operations. The hydraulic pump, enclosed in custom noise-reduction foam, operates with minimal sound, therefore ensuring a quieter breaching process critical for high-stakes operations. Its modular design includes a wide range of quick-connect hydraulic tool heads, thus enabling teams to adapt the system to mission-specific requirements, whether breaching doors, hatches, windows, gates, fences, or even fortified vehicles and targets. The equipment will be used to facilitate entry in regional responses for terrorisms related response or mutual aid in attacks on soft targets or crowded places.	We are not replacing grant funded equipment.	3	\$16,840	\$50,520	\$0
Item Name: Portable Rolling Ballistic Shields AEL: 01LE-01-SHLD Description: portable ballistic shield offering up to NIJ Level IV protection against 7.62mm rounds. Built with collapsible side panels, it forms an adaptable defensive fighting position ideal for doorway entry. The mobile ballistic shield rolls easily through hallways and tight spaces, providing full coverage and a ballistic viewport to return fire under threat.	No, we are not replacing grant funded equipment	2	\$9,000	\$18,000	\$0
				\$71,520	\$0

Equipment Item	Age/Condition of Equipment	Qty Requested	Cost Per Unit	Total Requested	Total Awarded
Item Name: Range Finder AEL: 13LE-00-SURV Description: range-finding binoculars combine two of your most essential visual tools into one powerful unit for ultra-fast, efficient glassing and ranging. One-handed button and focus control allow for effortless use of both functions, so you can quickly find and range targets without ever taking your eyes off the target. This tool would be used by our SAU snipers for enabling precision, rapid response and intelligence gathering during critical incident responses.	No, we are not replacing grant funded equipment.	2	\$1,500	\$3,000	\$0
				\$71,520	\$0

Equipment Requested Total: \$71,520

Equipment Awarded Total: \$0

Training Item	Backfill / Overtime	Workshops / Conferences	Trainers / Contractors / Consultants	Supplies	Travel	Total Requested	Total Awarded
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
						\$0	\$0

Training Request Total: \$0

Training Award Total: \$0

Does your agency have an IPP?:

No

Description	Exercise Type	Backfill / Overtime	Workshops / Conference	Contractors / Consultants	Supplies	Travel	Total Requested	Total Awarded
		\$0	\$0	\$0	\$0	\$0	\$0	\$0
							\$0	\$0

Exercise Requested Total: \$0

Exercise Awarded Total: \$0

Does your agency have an IPP?:

No

Description	Backfill and Overtime	Workshops / Conference	Staff / Contractors / Consultants	Materials	Travel	Total Requested	Total Awarded
	\$0	\$0	\$0	\$0	\$0	\$0	\$0
						\$0	\$0

Planning Request Total: \$0

Planning Award Total: \$0

Description	Overtime	Operational Expenses	Staff / Contractors / Consultants	Total Requested	Total Awarded
	\$0	\$0	\$0	\$0	\$0
				\$0	\$0

Organizational Activity Request Total: \$0

Organizational Activity Award Total: \$0

Description	Backfill / Overtime	Personnel / Contractor / Consultant	Travel	Materials	Total Requested
	\$0	\$0	\$0	\$0	\$0
					\$0

M&A Total Requested: \$0

M&A Awarded Total: \$0

PROJECT REQUEST TOTAL

Cost Category	Total Requested	Total Awarded
Equipment Total	\$71,520	\$0
Exercise Total	\$0	\$0
Training Total	\$0	\$0
Planning Total	\$0	\$0
Organization Total	\$0	\$0
Project Total	\$71,520	\$0

	M&A Amount Requested	M&A Amount Awarded
Management and Administration	\$0	\$0

	Indirect Costs Requested	Indirect Costs Approved
Indirect Costs	No	No

Is your agency seeking indirect costs?: No

Can partial funding be accepted in support of this project?: No

Select a 2026 National Priority Area:

Enhancing the protection of soft targets and crowded places

Source URL (retrieved on Mar 2 2026 - 10:15am): <https://azdohs.gov/entityform/5724>

Conditional Mayoral Approval Form

Project Name: Department of Homeland Security UASI Grant

Brief Description/Purpose:

The Department of Homeland Security UASI grant offers funding to address the unique risk driven and capabilities-based planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas. The Police Department is requesting training and equipment through the UASI program to develop the threat liaison officer program and the capabilities of the Special Assignment Unit (SAU)

Total Project Budget: 181,020 ☐ Budgeted ☒ Unbudgeted ☐ FY ____ CIP

Is Multi-Year Funding Needed? No Amount of Grant Funding Needed: 181,020

Minimum award required to proceed: 181,200 Source of match if required: N/A

Does the project align with Goodyear's priorities?	☒ Yes ☐ No
Does the project align with Goodyear's strategic plan or General plan?	☒ Yes ☐ No
Is the project an enhancement or expansion of something found in the existing budget?	☒ Yes ☐ No
Does the project/program need to start or finish by a specific date? <i>How long will it take to complete the project/program?</i>	☒ Yes ☐ No
Does this timeline align with the grant requirements?	☒ Yes ☐ No
Is the total project/program cost within the total possible award amount?	☒ Yes ☐ No
Are there any other opportunities to joint-fund this project with another department or an outside agency? <i>Have those other opportunities been pursued?</i>	☐ Yes ☒ No
Has an itemized project/program costing been prepared (<i>for, planning projects, has a budget been estimated</i>) ?	☒ Yes ☐ No
Will an asset be created?	☒ Yes ☐ No
Are there ongoing operating costs, etc. -- city funding obligations -- that will come as a result of this project?	☐ Yes ☒ No
Is there a realistic plan for the project/program to be sustained after the initial grant award?	☒ Yes ☐ No
Are other departments required for upkeep, maintenance, or replacement? <i>Are those other departments supportive of the application?</i>	☐ Yes ☒ No
Does the department have the capacity to administer the financial and administrative policy or compliance standards aspects of the grant, if awarded?	☒ Yes ☐ No

Resolution will be brought to Council (first available meeting date): March 23, 2026


Mayor's Signature

02/27/2026

Date

Department of Homeland Security UASI Grant

While the police department is submitting three separate grants that are under the threshold of the \$75,000. The total funding through the Department of Homeland is \$181,020. The department wanted to ensure that full disclosure to the mayor and request to receive Mayoral approval prior to submission on February 27, 2026.

ITEM #: 12.
DATE: 03/23/2026
AI #:3007



CITY COUNCIL ACTION REPORT

SUBJECT: SECOND HEARING FOR THE ANNEXATION OF LIBERTY ELEMENTARY SCHOOL DISTRICT NO. 25

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

OTHER PRESENTER(S):

Bob Young, Executive Director of Operations, Liberty Elementary School District No. 25 & Daniel Ox Auxier, EPS Group Inc.

SUMMARY

This is a public hearing to consider the annexation of approximately 16.25 acres of property, generally located along W Lower Buckeye Road, east of S Perryville Road.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT ORDINANCE NO. 2026-1645, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 16.25 ACRES OF PROPERTY GENERALLY LOCATED ALONG W. LOWER BUCKEYE ROAD, EAST OF S. PERRYVILLE ROAD, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR. (Guadalupe Ortiz Cortez, Principal Planner)

FISCAL IMPACT

Annexation of land has a fiscal impact. A brief overview of anticipated public infrastructure and services impacts is included in the staff analysis section of this report.

BACKGROUND AND PREVIOUS ACTIONS

The application request is for the annexation of approximately 16.25 acres of property, generally located along W. Lower Buckeye Road, east of S. Perryville Road (the "Property"). See Attachment A for the proposed Ordinance No. 2026-1645 for adoption and Attachment B for an aerial exhibit of the Property. The Property encompasses what is currently two parcels, currently identified with Maricopa County Assessor's Parcel No. 502-42-868 and Parcel No. 502-42-869. The Property is owned by the Liberty Elementary School District No. 25 and is the site of Loretta Zumbro Elementary School (Liberty

Elementary School No. 8), which opened in August 2025.

Directly east of the Property is Pradera Phase 3 Parcel E (zoned R1-6) and Pradera Phase 3 Parcel F (zoned R1-4), both of which are located within the city of Goodyear. Abutting the western boundary of the Property is a single-family home (zoned RU-43) and a vacant parcel to the north (zoned RU-43), both of which are located within Maricopa County.

At the September 9, 2024 Regular meeting, Council authorized staff to proceed with the annexation request.

At the April 28, 2025 Regular meeting, Council adopted Resolution No. 2025-2462 approving an Intergovernmental Agreement (IGA) for the annexation and provision of city services to the annexation property. See Attachment C for the executed IGA. The various pre-annexation conditions and requirements included in the IGA have been completed. Thus, the city is proceeding with annexation of the Property.

At the May 19, 2025 Regular meeting, Council held a public hearing to consider the annexation, which was held within the last ten days of thirty-day waiting period. There were no public speakers for the items. No action was needed for these public hearings.

STAFF ANALYSIS

Current Policy:

Council adopted an Annexation Policy (Attachment D) by Resolution No. 01-768 that provides staff with guidelines for the evaluation of annexation requests. The Policy includes evaluation of the following:

- A. The city's ability to provide basic services in a timely manner
- B. Long-term desirability for community development and economic growth
- C. Likelihood of the area being developed in Maricopa County or being annexed by another city or town
- D. Ability to control the quality of land uses and infrastructure standards
- E. Compatibility with General Plan, infrastructure needs, and timing of development

This application has been reviewed using the City's Annexation Policy as a guiding document. Additionally, staff's analysis includes review of the appropriate Arizona Revised Statutes, the General Plan, and Zoning Ordinance.

Details of the Request:

There is one application request for consideration:

- Annexation of approximately 16.25 acres of property, generally located along W. Lower Buckeye Road, east of S. Perryville Road.

The Property is generally located along W. Lower Buckeye Road, east of S. Perryville Road and is owned by the Liberty Elementary School District No. 25 and has developed as Loretta Zumbro Elementary School, which opened in August 2025.

The land use designation for the Property under the City's General Plan is Neighborhood, which provides areas for residential neighborhoods and includes community facilities such as schools and places of worship. The existing County zoning for the annexation area is Rural-43 (RU-43). Upon annexation, the property would be designated the city equivalent zoning district of Agricultural Urban (AU). The use of the annexation property for a school would be permitted under the AU zoning district and a rezone will not be necessary.

The property is located within the city's municipal planning area and meets State statutory requirements for annexation.

Streets: The Property is located adjacent to W. Lower Buckeye Road and has been improved as an arterial street, which includes two lanes in each direction. Liberty constructed the infrastructure

improvements needed to support the school.

Public Safety: The Property is located within an existing Police patrol beat and the current level of service within the beat can accommodate the development of the property. Fire services will be provided by Station 188, which is located approximately 2.2 miles away from the site and Station 184, located 3.8 miles northwest of the site.

Water/Wastewater: Liberty constructed all water and wastewater infrastructure needed to support the operation of the school. Upon annexation, the property would be served by the city of Goodyear. The property is already included in the city's Integrated Water Master Plan (IWMP).

STAFF FINDINGS:

This annexation request is compatible with the General Plan and will allow the city to ensure its infrastructure and services standards are met. The proposed annexation for an elementary school in the area supports "complete neighborhoods" that support the needs of the residents in the vicinity and the overall Goodyear community (General Plan Goal LC-4).

Attachments

Attachment A - Ordinance No. 2026-1645 with Exhibits

Attachment B - Aerial Photo

Attachment C - Intergovernmental Agreement

Attachment D - Annexation Policy

Staff Presentation

ORDINANCE NO. 2026-1645

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 16.25 ACRES OF PROPERTY GENERALLY LOCATED ALONG W. LOWER BUCKEYE ROAD, EAST OF S. PERRYVILLE ROAD, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR.

WHEREAS, a petition in writing, accompanied by a map or plot of said real property, having been filed and presented to the Mayor and Council of the city of Goodyear, Arizona, signed by the owner of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the city of Goodyear in the event of annexation within the territory and land hereinafter described as shown by the last assessment of said property, which said territory is contiguous to the city of Goodyear, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed to the city of Goodyear, and to extend and increase the corporate limits of the city of Goodyear so as to embrace the same;

WHEREAS, the Mayor and Council of the city of Goodyear, Arizona are desirous of complying with said petition and extending and increasing the corporate limits of the city of Goodyear to include said territory;

WHEREAS, the property that is the subject of the annexation petition is developed as the Loretta Zumbro Elementary School (Liberty Elementary School District No. 25);

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the city of Goodyear, and had attached thereto at all times an accurate map of the territory desired to be annexed;

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property in such territory;

WHEREAS, the provisions of A.R.S. §9-471, and amendments thereto, have been fully observed; and,

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the city of Goodyear, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the County Recorder.

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

SECTION 1. ANNEXATION

That the approximate 16.25 acres of territory described in and depicted in Exhibit A – Liberty 8 Annexation Legal Description and Liberty 8 Annexation Map, which is attached hereto and incorporated herein, is hereby annexed to the city of

Goodyear, and that the present corporate limits are hereby extended and increased to include the approximate 16.25 acres of territory described in Exhibit A - Liberty 8 Annexation Legal Description and Liberty 8 Annexation Map (the "Annexation Property"); and that the official map of the City of Goodyear be amended to include the Annexation Property.

SECTION 2. ZONING

That the City of Goodyear zoning classification for the Annexation Property shall be Agricultural Urban (AU) (being the City of Goodyear zoning classification most consistent with Maricopa County's classification of RU-43). That the official zoning map of the City of Goodyear be amended to show the City of Goodyear's zoning classification for the Annexation Property.

SECTION 3. RECORDATION

A copy of this ordinance and all exhibits referred to herein, including Exhibit A – Liberty 8 Annexation Legal Description and Liberty 8 Annexation Map, which depicts the territory annexed to the city of Goodyear, and Exhibit B – Certification of Map shall be filed and recorded in the Office of the Maricopa County Recorder, Arizona. A copy of this Ordinance and the annexation map shall also be provided to the Clerk of the Board of Supervisors of Maricopa County, Arizona.

SECTION 4. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after adoption as provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 23rd day of March, 2026.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

Exhibit A



LIBERTY 8 ANNEXATION LEGAL DESCRIPTION

JOB NO. 23-0699

March 10, 2026

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CITY OF GOODYEAR BRASS CAP FLUSH AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, FROM WHICH A FOUND CITY OF GOODYEAR BRASS CAP FLUSH AT THE SOUTHWEST CORNER OF SAID SECTION 15, BEARS NORTH 89 DEGREES 55 MINUTES 52 SECONDS WEST, (**BASIS OF BEARING**) 2,641.70 FEET;

THENCE, NORTH 89 DEGREES 55 MINUTES 52 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 534.94 FEET;

THENCE, DEPARTING SAID SOUTH LINE NORTH 00 DEGREES 00 MINUTES 55 SECONDS WEST, 1,323.17 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER;

THENCE, SOUTH 89 DEGREES 57 MINUTES 18 SECONDS, EAST ALONG SAID NORTH LINE, 534.82 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE, SOUTH 00 DEGREES 01 MINUTES 14 SECONDS EAST ALONG THE EAST LINE THEREOF, 1,323.39 FEET TO THE **POINT OF BEGINNING**.

SAID PORTION OF LAND CONTAINING **707,799** SQUARE FEET, OR **16.2488** ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHTS-OF-WAYS OF RECORD OR OTHERWISE.

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



EPS Group, Inc. • 1130 N Alma School Road, Suite 120 • Mesa, AZ 85201
Tel (480) 503-2250 • Fax (480) 503-2258

EXHIBIT "A"

NORTHEAST CORNER
OF THE SOUTH HALF
OF THE SOUTHWEST
1/4 SECTION 15

S89°57'18"E 534.82'



ANNEXATION AREA
707,799 SQUARE FEET OR
16.2488 ACRES
MORE OR LESS

N0°00'55"W 1323.17'

S0°01'14"E 1323.39'
EAST LINE OF THE SW 1/4 SEC 15, T1N, R2W

SOUTHWEST CORNER
SEC. 15, T1N, R2W
FOUND BRASS
CAP FLUSH
CITY OF GOODYEAR

POINT OF BEGINNING
SOUTH 1/4 CORNER
SEC. 15, T1N, R2W,
FOUND BRASS CAP FLUSH
CITY OF GOODYEAR

2106.71' 534.94'
N89°55'52"W 2641.70' (BASIS OF BEARINGS)

SOUTH LINE OF THE SW 1/4 SEC 15, T1N, R2W
W LOWER BUCKEYE ROAD



Mar 10, 2026 2:18pm S:\Projects\2023\23-0699 Annexation LD\23-0699 Annexation Area.dwg
jdodd

23-0699

Drawn by: KFN Reviewed by: JLD Sheet Scale: 1" = 200'

Sheet No: 1 of 1

LIBERTY 8
ANNEXATION

EXHIBIT "A"



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

EXHIBIT B

CERTIFICATION OF MAP

**MAP OF AREA
TO BE ANNEXED**

I, Joe Pizzilo, Mayor of the City of Goodyear, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by Ordinance No. 2026-1645, annexing the territory described in Ordinance No. 2026-1645 and as shown on said map as a part of that territory to be included within the corporate limits of the City of Goodyear, Arizona.

Joe Pizzillo

Date: _____

ATTEST:

City Clerk

Annexation for Liberty Elementary School District No.25
North of W Lower Buckeye Road
East of S Perryville Road



P24-00247 Liberty Elementary School District No. 25 - Annexation

WHEN RECORDED, RETURN TO:

City of Goodyear, Arizona
Office of the City Clerk
1900 North Civic Square
Goodyear, Arizona 85395

2025125-20-1-1--
HoyP

**INTERGOVERNMENTAL AGREEMENT
FOR THE ANNEXATION AND PROVISION OF CITY SERVICES TO LIBERTY
ELEMENTARY SCHOOL DISTRICT NO. 25 PROPERTY**

This Intergovernmental Agreement for the Annexation and Provision of City Services to Liberty Elementary School District No. 25 Property is entered into by and between Liberty School District No. 25, a political subdivision of the State of Arizona and the City of Goodyear, an Arizona municipal corporation. Liberty Elementary School District No. 25 and the City of Goodyear are sometimes referred to individually as Party and collectively as Parties.

RECITALS

A. WHEREAS, Liberty Elementary School District No. 25 owns approximately 15.8 acres of land generally located adjacent to W. Lower Buckeye Rd. between S. Citrus Road and S. Perryville Road as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. WHEREAS, Liberty intends to develop the Property as a large elementary school campus, with the initial phase consisting of five buildings that will house administrative staff and that can accommodate roughly 850 students with additional buildings and facilities being constructed in the future.

C. WHEREAS, the Property is located in unincorporated Maricopa County and the City does not provide services outside the boundaries of the City of Goodyear.

D. WHEREAS, if the Property is developed within an unincorporated area of Maricopa County, Liberty would have to develop facilities to provide water to serve the needs of the elementary school campus and facilities to handle the wastewater generated from the operation of the facilities developed on the Property.

E. WHEREAS, Liberty is desirous of having the City provide the Property with city services, including, but not limited to, police, fire, water and wastewater services.

F. WHEREAS, for the City to provide the requested services, the Property would have to be annexed into the City.

G. WHEREAS, the City is willing to annex the Property and provide City services to

the Property, including but not limited to water and wastewater services, subject to Liberty's compliance with the terms of this Agreement, including provisions for the payment of a Water/Wastewater In-Lieu (defined below).

H. WHEREAS, the Liberty Elementary School District No. 25 has the power to enter into this Agreement pursuant to the authority granted under A.R.S. § 15-342 (13), which allows it to enter into contracts or agreements with other public agencies for services.

I. WHEREAS, the governing board of the Liberty Elementary School District No. 25 has approved the terms of this Agreement and authorized its execution.

J. WHEREAS, the Mayor and Council of the City of Goodyear have approved the terms of this Agreement and authorized its execution.

K. WHEREAS, Liberty and City intend this Agreement to be an Intergovernmental Agreement within the meaning of A.R.S. § 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Parties hereby adopt and incorporate, as if fully set forth herein, the Recitals stated above.

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

2.1. "Agreement" means this Intergovernmental Agreement for the Annexation and Provision of City Services to Liberty Elementary School District No. 25 Property by and between Liberty Elementary School District No. 25, a political subdivision of the State of Arizona and the City of Goodyear, an Arizona municipal corporation, as it may be amended, restated and/or supplemented in writing from time to time, and all exhibits and schedules attached thereto. References to Sections or Exhibits are to this Agreement unless otherwise specified.

2.2. "Certificate of Occupancy" means any document issued by the City that will allow a building to be occupied, including, but not limited to, a Temporary Certificate of Completion, a Certificate of Completion, a Temporary Certificate of Occupancy, or a Certificate of Occupancy.

2.3. "City" means the City of Goodyear, an Arizona municipal corporation.

2.4. "City Engineer" means the person designated by the City as the City Engineer or his/her designee.

2.5. “Development Application” means an application for the approval of any development related activities within all or part of the Property, including applications for preliminary plats, final plats, site plans, construction plans, and construction, including building, permits.

2.6. “Development Regulations” means all applicable laws, codes, ordinances, rules, regulations, standards, guidelines, conditions of approval, and the like governing the development of property within the City as they may be amended from time to time. This includes, by way of example but not limitation: the Building Codes and Regulations (currently Chapter 9 of the Goodyear City Code), the City of Goodyear’s Design Guidelines Standards, the City of Goodyear Engineering Design Standards and Policies as they all may be adopted and amended from time to time.

2.7. “EDS&PM means the City of Goodyear Engineering Design Standards and Policies Manual as it may be amended from time to time.

2.8. “Future Phase Buildings” means the construction of buildings and facilities on the Property not included in the Initial Phase and the expansion or change in use of the buildings included in the Initial Phase.

2.9. “Initial Phase” means the construction of five buildings on the Property consisting of three academic buildings (buildings with classroom), a building that will house administrative staff and pre-K students and a multipurpose and physical education building.

2.10. “Liberty” means Liberty Elementary School District No. 25, a political subdivision of the State of Arizona.

2.11. “Owner” means Liberty Elementary School District No. 25, a political subdivision of the State of Arizona and its successors and assigns, which includes any person or entity that succeeds to or is assigned any interest in all or part of the Property.

2.12. “Public Infrastructure” means infrastructure improvements that will be owned and maintained by the City and includes by way of example, but not limitation, street improvements, traffic signal improvements, water delivery lines that are located outside the boundaries of the Property, and wastewater transmission lines that are located outside the boundaries of the Property.

2.13. “Traffic Study” means any study, report or analysis that analyzes the traffic impacts the operation of the school on the Property will have on public streets and identifies infrastructure improvements needed to address such impacts.

2.14. “Warranty Bond” means a bond, in a form approved by the City Engineer, that warrants against defective workmanship and/or materials the Public Infrastructure Owner constructs in connection with the development of the Property for a two-year period.

2.15. **Water/Wastewater In-Lieu Fee** means the amount equivalent to all costs an Institutional User located within the boundaries of the City of Goodyear would pay to hook up to the city's water and wastewater system, which includes by way of example but not limitation, meter fees, hook-up fees, account set up and activation fees, and water and wastewater development impact fees, which are based on the size of the meters issued if the water meters required to serve the Property are 1.50 inches or less if water meters larger than 1.50 inches are required based on the per gallon costs of \$21.21 (water) multiplied by the average day water demands of the Property, in gallons, from (1) the City of Goodyear Engineering Standards, (2) a submitted water study, or (3) other estimated water demand flows; and the per gallon costs of \$27.76 per gallon (wastewater) multiplied by the average day wastewater flows from the Property, in gallons, from (1) the City of Goodyear Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flows from the Property.

3. **EFFECTIVE DATE.** The execution of this Agreement by the Parties, the approval of this Agreement by Resolution of the Goodyear City Council, are conditions precedent to this Agreement becoming effective. This Agreement shall take effect upon the later of (i) the full execution of this Agreement by the Parties and (ii) the date the Resolution approving this Agreement becomes effective.

4. **EXPIRATION DATE.** This Agreement shall expire after the obligations of the Parties have been fully satisfied. Notwithstanding the foregoing, this Agreement shall terminate on July 1, 2027 if the Property has not been annexed into the City of Goodyear by that date and it may be terminated earlier upon the mutual agreement, in writing, executed by the Parties.

GENERAL DEVELOPMENT OBLIGATIONS

5. **GENERAL OBLIGATIONS.** The following General Obligations apply to the development of the Property:

5.1. **DEVELOPMENT REGULATIONS.** Except as otherwise expressly provided in this Agreement and subject to the terms and conditions of this Agreement, the Parties agree that the development of the Property shall be governed by the Development Regulations in effect as of the date of this Agreement or in effect when the specific Development Application is approved, whichever is later. For example, future applications for building permits shall be subject to the Development Regulations in effect when the application is approved.

5.2. **CONSTRUCTION STANDARDS.** All Public Infrastructure Owner is required to design and construct or cause to be designed and constructed, shall be designed and constructed in accordance with applicable Development Regulations in effect when the application for permits for the construction of such infrastructure are approved.

5.3. **AS-BUILT DRAWINGS.** Upon the completion of the Public Infrastructure Owner is required to design and construct or cause to be designed and constructed, Owner shall notify the City in writing that the infrastructure has been completed and provide the City with "as-built" drawings and plans of the completed infrastructure. After receipt of the notice, the City Engineer or his/her designee shall inspect the infrastructure identified in the written notice to

determine whether it has been constructed in accordance with the applicable standards and the plans and specifications for the infrastructure. Upon completion of the inspection and review of the "as-built" drawings, the City shall deliver written notice to Owner either (1) approving the construction of the infrastructure and, agreeing to accept the conveyance of the infrastructure after the Property is annexed into the City; or (2) providing a punch list of specific items that are not in accordance with the applicable standards and/or the plans and specifications that are to be corrected by Owner. So long as such infrastructure is constructed in accordance with the applicable standards and plans and specifications, as verified by the City Engineer, following an inspection; all punch list items have been timely completed; and accurate "as built" drawings and plans of the completed Public Infrastructure Improvements have been provided to the City, the City shall accept the Public Infrastructure Improvements after the Property is annexed into the City.

5.4. REQUIREMENTS NOT ADDRESSED. The Parties acknowledge and agree that this Agreement addresses only certain issues with respect to the development of the Property and provides only those rights expressly set forth in this Agreement. Owner shall, at Owner's sole cost and expense, construct additional public or private infrastructure that may be required by applicable Federal, State, County or City laws, ordinances, codes, rules, regulations, standards, guidelines, conditions of approval and the like, for development of the Property, including by way of example, but not limitation, infrastructure needed for drainage, internal roads, and emergency access roads. Owner shall comply with the City's requirements concerning the development process for the development of the Property, including by way of example but not limitation, complying with applicable procedures and processes governing submission requirements, and Owner shall pay all applicable costs required by the City, including by way of example, but not limitation, permit fees, application fees, taxes, water development impact fees, wastewater development impact fees, and street development impact fees.

6. OWNER'S OBLIGATIONS. In addition to the obligations set forth above, and as a condition for the City annexing the Property, Owner agrees as follows:

6.1. As a condition of the City annexing the Property into the City of Goodyear and providing water and wastewater services to the Property, Owner agrees to pay the City a Water/Wastewater In-Lieu Fee. The City shall not annex the Property, issue any water meters needed for the City to provide water and wastewater services to the City, issue any Certificate of Occupancy for any building within the Property and/or provide water and/or wastewater services to the Property until the Water/Wastewater In-Lieu Fee has been paid to the City.

6.2. W. Lower Buckeye Road. Owner shall, at its sole cost and expense, design and construct or cause to be designed and constructed full half-street improvements to the north half of the section of W. Lower Buckeye adjacent to the Property, which shall be designed and constructed to City standard cross-section for a minor arterial street, which is currently set forth in Standard Detail G-3122 of the EDS&PM (the "Lower Buckeye North Half-Street Improvements"). The Lower Buckeye North Half-Street Improvements shall be constructed in accordance with the City's requirements as set forth in the EDS&PM. Following the completion of the Lower Buckeye North Half-Street Improvements, Owner shall comply with the requirements set forth in Section 5.3 and shall provide the City a Warranty Bond for the Lower Buckeye North Half-Street Improvements. The City shall not annex the Property or issue any Certificate of Occupancy for

any building within the Property until the Lower Buckeye North Half-Street Improvements have been completed, the Warranty Bond described herein has been provided to the City, Owner has complied with the Requirements set forth in Section 5.3, and the Property has been annexed into the City.

6.3. South 183rd Avenue. Owner shall, at its sole cost and expense, design and construct or cause to be designed and constructed full half-street improvements to the west half of the section of South 183rd Avenue adjacent to the Property, which shall be designed and constructed to City standard cross-section for a minor collector street, which is currently set forth in Standard Detail G-3124-1 of the EDS&PM (the “183rd Avenue West Half-Street Improvements”). The 183rd Avenue West Half-Street Improvements shall be constructed in accordance with the City’s requirements as set forth in the EDS&PM. Following the completion of the 183rd Avenue West Half-Street Improvements, Owner shall comply with the requirements set forth in Section 5.3 and shall provide the City a Warranty Bond for the 183rd Avenue West Half-Street Improvements. The City shall not annex the Property or issue any Certificate of Occupancy for any building within the Property until the 183rd Avenue West Half-Street Improvements have been completed, the Warranty Bond described herein has been provided to the City, Owner has complied with the Requirements set forth in Section 5.3, and the Property has been annexed into the City.

6.4. Owner shall, at Owner’s sole cost and expense, design and construct or cause to be designed and constructed a three-legged traffic signal at the intersection of South 183rd Avenue and West Lower Buckeye Road, including all improvements required for sidewalks, ramps required by the ADA, crosswalks, and infrastructure needed to connect the traffic signal to the City’s interconnect fiber system (the “Lower Buckeye Traffic Signal Improvements”). The Lower Buckeye Traffic Signal Improvements shall be constructed in accordance with the City’s requirements as set forth in the EDS&PM. Following the completion of the Lower Buckeye Traffic Signal, Owner shall comply with the requirements set forth in Section 5.3 and provide the City a Warranty Bond for the Lower Buckeye Traffic Signal Improvements. The City shall not annex the Property or issue any Certificate of Occupancy for any building within the Property until the Lower Buckeye Traffic Signal Improvements have been completed, the Warranty Bond described herein has been provided to the City, Owner has complied with the Requirements set forth in Section 5.3, and the Property has been annexed into the City.

6.5. Owner shall, at its sole cost and expense, design and construct or cause to be designed and constructed all infrastructure improvements identified by the City as being needed for the City to provide water and wastewater services to the Initial Phase, whether such improvements are needed within or outside the boundaries of the Property. The water and wastewater improvements shall be constructed in accordance with the City’s requirements as set forth in the EDS&PM. Following the completion of the water and wastewater improvements, Owner shall, for all water and wastewater infrastructure improvements that are to be Public Infrastructure (the “Public Water and Wastewater Infrastructure”), comply with the requirements set forth in Section 5.3 and provide the City a Warranty Bond for the Public Water and Wastewater Infrastructure. The City shall not annex the Property or issue any Certificate of Occupancy for any building within the Property until the water and wastewater infrastructure improvements required for the City to provide water and wastewater services to the Property have been

completed, Owner has provided the City a Warranty Bond described herein for the Public Water and Wastewater Infrastructure, Owner has complied with the Requirements set forth in Section 5.3, and the Property has been annexed into the City.

6.6. Except as provided in Section 9, Owner shall not be issued water meters or be allowed to connect to the City's water delivery lines or the City's wastewater transmission lines until the Property has been annexed into the City and the City has been paid the Water/Wastewater In-Lieu Fee .

6.7. Owner shall, at its sole cost and expense, obtain approvals from all regulatory agencies whose approvals are required for the construction of water and wastewater infrastructure improvements required for the City to serve the Property and required for the connection to the City's water and wastewater system, which includes, but is not limited to, approvals from the Maricopa County Environmental Services Department.

6.8. Owner shall submit all civil and building plans for the development of the Property to the City for approval and shall follow the Maricopa County waiver process for onsite civil plans. Upon receipt of the approved plans for the Initial Phase development from the City, Owner shall submit the approved plans and all applicable fees to the Maricopa County Planning and Development Department, which will be responsible for permitting and inspecting the Initial Phase development until the property is annexed into the City.

6.9. Owner shall submit plans for fire alarms and fire sprinklers, including plans for underground fire lines to be constructed within the Property to the City for approval. Upon Owner's receipt of the approved plans for the Initial Phase development from the City, Owner shall submit the approved plans and all applicable fees to the State Fire Marshal, who shall be responsible for permitting and inspecting the Initial Phase development, including underground fire lines from public streets to the structures being constructed in the Initial Phase. Even if the City annexes the Property before Certificates of Occupancy have been issued for the Initial Phase, the State Fire Marshal shall complete the review of the plans and shall conduct all inspections, up to and through final inspections, but inspections shall be coordinated with the City's Building and Fire Code Official.

6.10. Owner shall submit all plans for off-site civil infrastructure improvements to the City and shall pay the City all applicable fees permitted by law, including by way of example, but not limitation, plan review fees, inspection fees, permit fees and the like.

6.11. Following the City's annexation of the Property, Owner shall, convey or cause to be conveyed to the City, at no cost to the City, all of the following:

6.11.1. The Lower Buckeye North Half-Street Improvements; fee ownership of the right-of-way required for the City to own the full north half-street of the section of West Lower Buckeye Road adjacent to the Property, a minor arterial street, which is a twenty-two (22) feet wide strip of the Property along the southern boundary of the Property; and a ten-foot-wide public utility easement, in a form reasonably acceptable to the City Attorney or his designee, adjacent to the north side of the right-of-way to be conveyed to the City as provided

herein.

6.11.2. The 183rd Avenue West Half-Street Improvements; fee ownership of the right-of-way required for the west half-street of South 183rd Avenue, a minor collector street, which is a thirty (30) foot wide strip of the Property along the eastern boundary of the Property; and a ten-foot-wide public utility easement, in a form acceptable to the City Attorney or his designee, adjacent to the western side of the right-of-way to be conveyed to the City as provided herein.

6.11.3. The Lower Buckeye Traffic Signal Improvements and the real property interests (easements and fee) required by the City for the City to own and operate the Lower Buckeye Traffic Signal Improvements.

6.11.4. All Public Water and Wastewater Infrastructure and the easements required by the City for such Public Water and Wastewater Infrastructure.

7. If Future Phase Buildings are constructed on the Property, Owner shall:

7.1. Design and construct or cause to be designed and constructed, at Owner's sole costs and expense, all infrastructure improvements identified by the City as being needed for the City to provide water and wastewater services to the Future Phase Buildings, whether such improvements are needed within or outside the boundaries of the Property. The water and wastewater improvements shall be constructed in accordance with the City's requirements as set forth in the EDS&PM. Following the completion of the water and wastewater improvements, Owner shall, for all Public Water and Wastewater Infrastructure, comply with the requirements set forth in Section 5.3 and provide the City a Warranty Bond for the Public Water and Wastewater Infrastructure. Owner shall, at no cost to the City, convey to the City the Public Water and Wastewater Infrastructure, and the real property interests required by the City for the Public Water and Wastewater Infrastructure. The City shall not issue any Certificate of Occupancy for any Future Phase Buildings until the water and wastewater infrastructure improvements required for the City to provide water and wastewater services to the Future Phase Buildings have been completed, Owner has: complied with the requirements set forth in Section 5.3; provided the City a Warranty Bond described herein for the Public Water and Wastewater Infrastructure; conveyed the Public Water and Wastewater Infrastructure to the City and conveyed the real property interests required by the City for the Public Water and Wastewater Infrastructure.

7.2. Pay, at the time of the issuance of a building permit or for each Future Phase Building, all applicable development impact fees. Building permits for Future Phase Buildings shall not be issued until all applicable development impact fees have been paid to the City.

7.3. Design and construct or cause to be designed and constructed, at Owner's sole cost and expense, all traffic infrastructure improvements identified in a Traffic Study approved by the City Engineer identified as being required to mitigate the traffic impacts from the operation of any Future Phase Building whether such improvements are needed within or outside the boundaries of the Property, including by way of example, but not limitation additional traffic signals. Following the completion of the traffic infrastructure improvements, Owner shall, for all

traffic infrastructure improvements that are to be Public Infrastructure (the “Public Traffic Infrastructure”), comply with the requirements set forth in Section 5.3 and provide the City a Warranty Bond for the Public Traffic Infrastructure. Owner shall, at no cost to the City, convey to the City the Public Traffic Infrastructure, and the real property interests required by the City for the Public Traffic Infrastructure. The City shall not issue any Certificate of Occupancy for any Future Phase Building until the traffic infrastructure improvements identified in a Traffic Study approved by the City Engineer identified as being required to mitigate the traffic impacts from the operation of any Future Phase Building have been completed, Owner has: complied with the requirements set forth in Section 5.3; provided the City a Warranty Bond described herein for the Public Traffic Infrastructure; conveyed the Public Traffic Infrastructure to the City, and conveyed the real property interests required by the City for the Public Traffic Infrastructure

7.4. Following the City’s annexation of the Property, all civil and building plans for the Future Phase Buildings shall be submitted to the City for review and permitting and Owner shall comply with all applicable Development Regulations in effect at the time of development, including but not limited to, the requirements in the EDS&PM.

8. **CITY’S OBLIGATIONS.** The City agrees to:

8.1. Review civil plans for off-site infrastructure improvement plans submitted to the City, permit and inspect Public Infrastructure, including Public Water and Wastewater Infrastructure, being constructed off-site; and

8.2. Annex the Property into the City as provided herein. The City will annex the Property to the City if all of the following have been satisfied:

8.2.1. Owner has complied with the statutory requirements for annexation set forth in A.R.S. § 9-471; and

8.2.2. The Lower Buckeye North Half-Street Improvements have been completed, the City has been provided a Warranty Bond for the Lower Buckeye North Half-Street Improvements, and Owner or others on Owner's behalf have complied with the requirements in Section 5.3 as described in Section 6.2; and

8.2.3. The 183rd Avenue West Half-Street Improvements have been completed, the City has been provided a Warranty Bond for the 183rd Avenue West Half-Street Improvements, and Owner or others on Owner's behalf have complied with the requirements in Section 5.3 as described in Section 6.3; and

8.2.4. The Lower Buckeye Traffic Signal Improvements have been completed, the City has been provided a Warranty Bond for the Lower Buckeye Traffic Signal Improvements, and complied with the requirements in Section 5.3 as described in Section 6.4; and

8.2.5. The Public Water and Wastewater Infrastructure have been completed, the City has received a Warranty Bond for the Public Water and Wastewater Infrastructure, and Owner or others on Owner's behalf have complied with the requirements in

Section 5.3 as described in Section 6.5; and

8.2.6. Owner has complied with all requirements set forth in this Agreement related to the completion of the infrastructure improvements described in Section 8.2 and the subsections herein; and

8.3. Issue a water meter and provide water and wastewater services to the Property following the annexation of the Property and subject to Owner's compliance with the requirements set forth in this Agreement, including, but not limited to, the requirements in Sections 6.1 and 6.7; and

8.4. Review on-site civil and building plans for the development of the Initial Phase and provide Owner with approved plans to be submitted by Owner to the Maricopa County Planning and Development Department, and to provide inspections following the annexation of the Property; and

8.5. Provide Water and Sewer Notice of Will Serve Letters to Maricopa upon Owner's request and subject to satisfaction of the requirements in this Agreement, including the requirements in Section 6.7.

9. **COMPLETION BEFORE ANNEXATION.** If buildings on the Property have been completed prior to the City's annexation of the Property, the City agrees to provide Maricopa County with a Water and Sewer Notice of Will Serve, to issue a water meter for the Property, to ask that Maricopa County issue a Certificate of Occupancy for the completed buildings, and to provide water and wastewater services to the Property after all of the following have been satisfied:

9.1. The Lower Buckeye North Half-Street Improvements have been completed, the City has been provided a Warranty Bond for the Lower Buckeye North Half-Street Improvements, and Owner or others on Owner's behalf have complied with the requirements in Section 5.3 as described in Section 6.2; and

9.2. The 183rd Avenue West Half-Street Improvements have been completed, the City has been provided a Warranty Bond for the 183rd Avenue West Half-Street Improvements, and Owner or others on Owner's behalf have complied with the requirements in Section 5.3 as described in Section 6.3; and

9.3. The Lower Buckeye Traffic Signal Improvements have been completed, the City has been provided a Warranty Bond for the Lower Buckeye Traffic Signal Improvements, and complied with the requirements in Section 5.3 as described in Section 6.4; and

9.4. The Public Water and Wastewater Infrastructure have been completed, the City has received a Warranty Bond for the Public Water and Wastewater Infrastructure, and Owner or others on Owner's behalf have complied with the requirements in Section 5.3 as described in Section 6.5; and

9.5. Owner has complied with all requirements set forth in this Agreement

related to the completion of the infrastructure improvements described in Sections 6 and 8.2 and the subsections herein; and

9.6. Owner has complied with the requirements set forth in this Agreement, including, but not limited to, the requirements in Sections 6.1 and 6.7; and

9.7. All other requirements for the issuance of a Certificate of Occupancy have been satisfied.

10. **WAIVER.** Liberty understands and agrees that but for Liberty's agreement to the requirements set forth in this Agreement, including the payment of the Water/Wastewater In-Lieu Fee, the City would not provide water and/or wastewater services to the Property or annex the Property into the City. Accordingly, Liberty expressly waives any claims to challenge the obligation to complete the infrastructure improvements identified in this agreement and/or the obligation to pay the City the Water/Wastewater In-Lieu Fee and Liberty agrees to defend, hold harmless and indemnify the City against all claims, liabilities, causes of actions and damages of any kind asserted against the City related to or arising from the requirements set forth in this Agreement, including the requirement that Liberty pay the Water/Wastewater In-Lieu Fee. The terms of this Section 10 shall survive the expiration or earlier termination of this Agreement

11. **CHANGE IN OWNERSHIP.** Should Owner transfer all or part of the Property to another person or entity before annexation, the City shall have no obligation to annex the Property. If Owner transfers all or part of the Property to another person or entity after the City has annexed the Property, no development shall occur until the Property has been rezoned if needed to accommodate the proposed development and the new owner shall, in addition to constructing the improvements set forth herein, comply with all City requirements and Development regulations applicable to the development of the Property, pay all development impact fees applicable to the development of the Property in accordance with A.R.S. § 9-500.18, construct, at owner's sole cost and expense, all infrastructure improvements (off-site and on-site) required by the City to provide City services to the Property, including Public Infrastructure and convey to the City, at no cost to the City all real property interests (fee ownership and/or easements) needed for the Public Infrastructure and required to be dedicated to the City pursuant to applicable development regulations.

12. **FUTURE CONDITIONS AND APPROVALS.** The Parties acknowledge and agree that this Agreement addresses only limited issues relative to the development of the Property and that the Agreement does not limit or preclude the City from imposing additional restrictions, requirements, contributions, conditions or the like for the development of the Future Phase Buildings as permitted by law. The Parties agree that nothing in this Agreement shall be deemed to require the City to grant any future administrative or legislative approvals related to the development of the Future Phase Buildings. Regardless of whether the action is provided for in this Agreement, the Parties acknowledge and agree that the City is not required to undertake any action if any federal, state, or local law requires formal action and approval by the City Council before undertaking such action until the City Council has taken the required formal action and has approved the action.

GENERAL TERMS

13. **ENTIRE AGREEMENT.** This Agreement constitutes the sole and entire agreement between the Parties with respect to the matters covered herein and supersede any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between Parties and/or by or between any of the Parties and any third parties regarding the matters covered herein.

14. **AMENDMENTS.** This Agreement shall only be modified, amended or restated by a writing executed by the Owner(s) and City. In order for an amendment of this Agreement to become effective, the Party seeking the amendment shall submit its proposed amendment in writing to the other Party for review. To be effective, amendments shall be approved by the City Council, signed by the Parties and attached to this Agreement as an addendum. Amendments shall also be recorded in the Official Records of Maricopa County within ten (10) days after execution.

15. **NOTICES AND FILINGS.** Any and all notices, filings, approvals, consents or other communications required or permitted by this Agreement shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

The City:

City of Goodyear
Attn: City Manager
1900 North Civic Square
Goodyear, Arizona 85395

Owner:

Superintendent
Liberty Elementary School District
19871 W. Fremont Road
Buckeye AZ 85326

With copy to:

City of Goodyear
Attn: Development Services Director
1900 North Civic Square
Goodyear, Arizona 85395

With copy to:

City of Goodyear
Attn: City Attorney
1900 North Civic Square
Goodyear, Arizona 85395

or to any other addresses as any of the Parties hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communications shall be deemed to have been given as of the date of delivery if hand delivered, or as of twenty-four (24) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above.

16. **COVENANTS RUNNING WITH THE LAND.** The rights and duties under this Agreement shall be for the benefit of, and a burden upon, the Property, and they shall be covenants

running with the land.

17. **SUCCESSORS AND ASSIGNS.** The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their Successors and Assigns; provided, however, that Owner's rights and obligations hereunder may be assigned in whole or in part only upon prior written consent by the City, however any assignment to any subsequent owner of all or any portion of the Property may be made without further consent from the City.

18. **NO AGENCY OR PARTNERSHIP.** Neither City nor Owner is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between the City and Owner.

19. **CONFLICTS OF INTEREST.** This Agreement is subject to the provisions of A.R.S. § 38-511, and may be terminated by either Party in accordance with such provisions.

20. **DEFAULTS AND REMEDIES.** Any Party shall be in default under this Agreement ("Default"), if it fails to satisfy any term or condition as required under this Agreement within thirty (30) business days following written notice from the other Party ("Notice"); provided, however, that the Notice shall set forth the specific reasons for the determination that the Party has failed to satisfy any term of condition hereof. A Party shall not be in Default if the Party commences to cure any deficiencies within thirty (30) business days of receipt of Notice and cures such deficiencies within a reasonable time thereafter.

21. **NO WAIVER.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. The terms of this Section 21 shall survive the expiration or earlier termination of this Agreement.

22. **MEDIATION.** If a dispute arises out of or related to this Agreement, or breach thereof, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. The terms of this Section 22 shall survive the expiration or earlier termination of this Agreement.

23. **WAIVER OF JURY TRIAL. UNLESS EXPRESSLY PROHIBITED BY LAW, EACH OF THE CITY AND OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL**

ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. The terms of this Section 23 waiving the right to a jury trial shall survive the expiration or earlier termination of this Agreement.

24. LIMITATION ON CLAIMS. IN NO EVENT SHALL CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES, WHICH INCLUDES, BUT IS NOT LIMITED, CLAIMS FOR LOST PROFITS, BE AWARDED AS DAMAGES FOR A BREACH OF THIS AGREEMENT, AND THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES IN THE EVENT OF A BREACH OF THIS AGREEMENT. The terms of this Section 24 limiting the remedies available to the Parties in the event of a breach of the Agreement shall survive the expiration or earlier termination of this Agreement.

25. SECTION HEADINGS. The section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

26. TERMINATION. Except as provided in Section 4 above, this Agreement cannot be terminated except for material breach or mutual agreement of the parties. If the Agreement is terminated by the non-breaching party for material breach, the non-breaching party shall have all remedies provided by Arizona law for such breach.

27. FAIR INTERPRETATION. The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of its own choosing and/or has been represented by counsel of its own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this Section 27 shall survive the expiration or earlier termination of this Agreement.

28. CHOICE OF LAW, VENUE, AND ATTORNEY'S FEES. In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a state court of

competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County. The terms of this Section 28 shall survive the expiration or earlier termination of this Agreement.

29. **SURVIVAL CLAUSE.** All provisions in this Agreement that should logically survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. This includes by way of example: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions; all limitation of remedies and damages provisions; all provisions waiving claims; and all provisions relieving any Party of liability for actions taken. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this Section 29 to other provisions in the Agreement.

30. **REPRESENTATIONS AND WARRANTIES OF OWNER.** As of the date of the execution of this Agreement, Owner represents and warrants the following:

30.1. **OWNERSHIP.** Liberty Elementary School District No. 25, a political subdivision of the State of Arizona is the owner of the Property and has the full right and authority to submit its interest in the Property to the obligations hereunder.

30.2. **AUTHORIZATION.** Owner agrees that the persons executing this Agreement on behalf of Owner have been duly authorized to do so.

31. **REPRESENTATIONS AND WARRANTIES OF CITY.** As of the Effective Date of this Agreement, the City represents and warrants the following:

31.1. **APPROVAL.** City has approved this Agreement at a duly held and noticed public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.

31.2. **AUTHORIZATION.** City agrees that the persons executing this Agreement on behalf of City have been duly authorized to do so.

32. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement provided however, Owner shall deliver an original to the City for recordation in the Official Records of Maricopa County.

33. **PAGE NUMBERING.** The page numbering of this document is exclusive of the Exhibits attached hereto.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this Agreement the Parties have caused this Agreement to be executed by their duly appointed representatives.

OWNER:

Liberty Elementary School District No. 25,
a political subdivision of the State of Arizona

By: _____

Name: Curt Monroe

Title: Superintendent

CERTIFICATE OF NOTARIAL ACT

STATE OF ARIZONA)
) ss.
County of Maricopa)

This record was acknowledged, signed, and sworn to before me on the 16th day of April, 2025, by Curt Monroe, the Superintendent (title or office) of Liberty Elementary School District No 25 of Maricopa County, Arizona, on behalf of the District.

Brenda L. Rosalez
Notary Public

Stamp:

My commission expires: 11/2/2028



APPROVAL OF DISTRICT ATTORNEY

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned counsel who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Cybele R. Drysdale
District Attorney

Signatures, Acknowledgments and Exhibit(s) on Following Pages

CITY:

CITY OF GOODYEAR, an Arizona municipal corporation

By: Wynette Reed
Wynette Reed
Its: City Manager

CERTIFICATE OF NOTARIAL ACT

STATE OF ARIZONA)
) ss.
County of Maricopa)

This record was acknowledged, signed, and sworn to before me on the 28th day of April, 2025, by Wynette Reed, the City Manager of the City of Goodyear, Arizona, an Arizona municipal corporation on behalf of the City.

Stamp:  Cynthia Mason
Notary Public

My commission expires: 9/30/28

APPROVAL OF CITY ATTORNEY

The foregoing Intergovernmental Agreement has been reviewed pursuant to A.R.S. §11-952 by the undersigned counsel who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Sarah Chilton for
City Attorney

ATTEST:

Janine Puciano
City Clerk



EXHIBIT “A”

PROPERTY LEGAL DESCRIPTION

(on the following pages)



**LIBERTY 8
ANNEXATION
LEGAL DESCRIPTION**

JOB NO. 23-0699

JUNE 27, 2024

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CITY OF GOODYEAR BRASS CAP FLUSH AT THE SOUTH QUARTER CORNER OF SAID SECTION 15, FROM WHICH A FOUND CITY OF GOODYEAR BRASS CAP FLUSH AT THE SOUTHWEST CORNER OF SAID SECTION 15, BEARS NORTH 89 DEGREES 55 MINUTES 52 SECONDS WEST, (**BASIS OF BEARING**) 2,641.70 FEET;

THENCE, NORTH 89 DEGREES 55 MINUTES 52 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 534.99 FEET;

THENCE, LEAVING SAID SOUTH LINE NORTH 00 DEGREES 00 MINUTES 55 SECONDS WEST, 1,323.17 FEET TO THE NORTH LINE OF THE SOUTH HALF OF SAID SOUTHWEST QUARTER;

THENCE, SOUTH 89 DEGREES 57 MINUTES 18 SECONDS EAST ALONG SAID NORTH LINE, 534.82 FEET TO THE NORTHEAST CORNER THEREOF;

THENCE, SOUTH 00 DEGREES 01 MINUTES 14 SECONDS EAST ALONG THE EAST LINE THEREOF, 1,323.39 FEET, TO THE **POINT OF BEGINNING**.

SAID PORTION OF LAND CONTAINING **707,799**SQUARE FEET, OR **16.2488** ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHTS-OF-WAYS OF RECORD OR OTHERWISE.

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

EXHIBIT "A"

NORTHEAST CORNER
OF THE SOUTH HALF
OF THE SOUTHWEST
1/4 SECTION 15



S89°57'18"E 534.82'

N0°00'55"W 1323.17'

ANNEXATION AREA
707,799 SQUARE FEET OR
16.2488 ACRES
MORE OR LESS

S0°01'14"E 1323.39'
EAST LINE OF THE SW 1/4 SEC 15, T1N, R2W

SOUTHWEST CORNER
SEC. 15, T1N, R2W
FOUND BRASS
CAP FLUSH
CITY OF GOODYEAR

POINT OF BEGINNING
SOUTH 1/4 CORNER
SEC. 15, T1N, R2W,
FOUND BRASS CAP FLUSH
CITY OF GOODYEAR

2106.71' 534.94'
N89°55'52"W 2641.70' (BASIS OF BEARINGS)
SOUTH LINE OF THE SW 1/4 SEC 15, T1N, R2W
W LOWER BUCKEYE ROAD



Jul 01, 2024 7:11am S:\Projects\2023\23-0699\Land Survey\Legals\23-0699 Annexation [D\23-0699 Annexation Area.dwg
knechero

23-0699

Drawn by: KFN Reviewed by: JLD Sheet Scale: 1" = 200'

Sheet No: 1 of 1

LIBERTY 8
ANNEXATION

EXHIBIT "A"



EPS
GROUP

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

RESOLUTION NO. 01-768

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING ANNEXATION POLICIES, PROCEDURES AND CRITERIA FOR EVALUATING THE DESIRABILITY OF ANNEXING A PARTICULAR AREA INTO THE GOODYEAR CORPORATE LIMITS; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED, by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, as follows:

WHEREAS, requests for annexation of new areas into the corporate boundaries of Goodyear requires an evaluation of the benefits and consequences of providing the newly annexed area with City services; and,

WHEREAS, the Council desires policies, procedures and criteria for evaluating requests for annexation; and,

WHEREAS, annexation policies, procedures and criteria will enable the Council to make decisions on annexation that will result in a more efficient delivery of City services, as well as provide for a more logical extension of Goodyear's corporate boundaries; and,

WHEREAS, these annexation policies, procedures and criteria are in conformance with State legislation on Growing Smarter and Growing Smarter Plus, as well as the provisions of A.R.S. 9-471.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Goodyear, Maricopa County, Arizona, as follows:

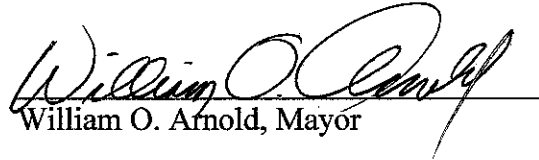
Section 1. That the Annexation Policy, dated April 23, 2001, a copy of the Policy in its final form is attached hereto, is hereby adopted.

Section 2. That it is in the best interests of the City of Goodyear that this Annexation Policy be adopted and be used to assess the desirability of annexing a particular area into the City of Goodyear.

BE IT FURTHER RESOLVED, by the Mayor and City Council of the City of Goodyear, Maricopa County, Arizona, as follows:

Section 3. That this Resolution shall become effective as provided by law.

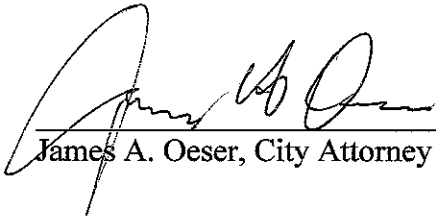
PASSED AND ADOPTED this 23rd day of April 2001.


William O. Arnold, Mayor

ATTEST:


Dee Cockrum, City Clerk

APPROVED AS TO FORM:


James A. Oeser, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)

COUNTY OF MARICOPA)

I, the undersigned Dee Cockrum, being the duly appointed, qualified and acting City Clerk of the City of Goodyear, Maricopa County, Arizona, certify that the foregoing Agenda is a true, correct and accurate copy of said Agenda for a regular scheduled meeting of the Council of the City of Goodyear, Maricopa County, Arizona held on the 23 day of April 2001, and was publicly posted in the appropriate designated posting sites on April 19 2001, at 5:00 p.m.

Given under my hand and seal, this 23rd day of April 2001.




City Clerk

CITY OF GOODYEAR
ANNEXATION POLICY
April 23, 2001

INTRODUCTION

The purpose of this annexation policy is to identify a process that the City of Goodyear will utilize in making annexation decisions. By employing a prescribed process and specified criteria, the Mayor and Council will have the pertinent information to determine whether an annexation request is in the best long-term interest of the City of Goodyear. According to State law, a plan, policy or procedure identifying how services and infrastructure will be provided to the anticipated development within the annexed area over a ten-year period is required for each municipality. The adoption of this policy will satisfy this State requirement.

The implementation of these policies will enable the Mayor and Council and City Staff to make decisions that will ultimately result in the efficient delivery of urban services, as well as protect the health and safety of Goodyear residents. Further, it will allow for the logical extension of Goodyear's corporate boundaries through annexation of County islands and appropriate adjacent lands.

Annexation requires the consent of the owners of at least one-half of the value of the real and personal property, and more than one-half of the property owners in the territory to be annexed as shown by the last County assessment. In addition, the consent and approval of the Mayor and Council are required for an annexation request.

In any annexation decision, the practical consequences and costs of providing services to the area to be annexed must be considered. While the annexation of new territory may certainly mean additional state shared revenue, the additional revenue to be gained must be considered in light of the necessary expenditures to provide services to the annexed area. Further, it is important to consider not only the short-term costs associated with an annexation request, but also the long-term benefits and City costs of providing services to the proposed annexation.

Prior to assessing the desirability of annexing a particular area, a determination must be made on whether the proposed area meets the State legal requirements for annexation. A.R.S. 9-471 provides the procedures and criteria for extending the corporate boundaries of a city.

LEGAL REQUIREMENTS FOR ANNEXATION

Contiguity, Size and Shape

Arizona law (A.R.S. 9-471) requires that the territory to be annexed must adjoin the boundary of the City for at least 300 feet. This provision does not apply if the area proposed for annexation is surrounded by the City on at least three sides.

The size and shape of the territory to be annexed must be a minimum of 200 feet in width at all points, exclusive of rights-of-way and roadways. The length of the parcel is measured from where the territory adjoins the City to the furthest point of the parcel and cannot be more than twice the maximum width of the annexed territory. These length and width requirements do not apply if the City surrounds the territory proposed for annexation on at least three sides.

Creating County Islands

The City cannot annex territory if, as a result of the annexation, it results in the creation of a County island. The City may annex only a portion of a County island, and this annexation would be exempt from the size, shape and contiguity provisions of A.R.S. 9-471 (H), provided the territory to be annexed is surrounded on at least three sides by the City.

Unincorporated Area

The City may only annex unincorporated territory. It cannot annex territory lying within the boundaries of another incorporated city or town.

County Rights-of-Way

A County right-of-way adjacent to the City with no taxable property may be annexed to the City with the mutual consent of the County Board of Supervisors and the Mayor and Council. The right-of-way must be adjacent to the City limits for the entire length of the annexation. No petitions or public hearings are required for these annexations.

SYNOPSIS OF ANNEXATION PROCEDURES

1. Landowner files application and petition requesting annexation, along with a filing fee of \$5,000, with the City Clerk.

2. Staff provides an impact analysis of the annexation proposal to determine whether the City would be able to provide services to the newly annexed territory, and presents its findings to the Mayor and Council at a regular or special meeting of the Council.
3. Council will consider the annexation proposal, and make a determination on whether to authorize Staff to proceed with the annexation. If authorization is not provided, then no further action on the annexation will be taken and Staff will refund one-half of the fee paid by the applicant.
4. If Council determines that the annexation should proceed, then Staff would be authorized to follow the State statutory requirements for annexing the land into the City.
5. A blank (unsigned) petition containing the legal description and an accurate map of all exterior boundaries, including all County rights-of-way and roadways with no taxable value, of the territory proposed to be annexed shall be filed with the County Recorder.
6. Signatures for annexation shall not be obtained for 30 days after filing the blank (unsigned) petition.
7. A public hearing must be held within the last 10 days of the 30-day waiting period.
8. Notice of the public hearing must be published in a newspaper of general circulation at least six days prior to the hearing and at least fifteen days before the end of the 30-day waiting period.
9. Notices of the public hearing must be posted in at least three conspicuous public places in the territory proposed to be annexed.
10. Notice of the public hearing must be sent by first class mail to the Chairman of the County Board of Supervisors.
11. Notice of the public hearing, along with an accurate map of the proposed annexation area, must be mailed first class to each owner of real and personal property subject to taxation by the City in the event of annexation.
12. No alterations increasing or decreasing the proposed annexation area can be made after a property owner has signed a petition.
13. Signatures by the owners of one-half or more in value and more than one-half of the persons owning real and personal property, subject to taxation by the City upon annexation, must be filed in the office of the County Recorder within one year after the last day of the 30 day waiting period.

14. When all annexation requirements have been compiled with, an ordinance for annexation may be presented to the City Council for consideration.

BENEFITS OF ANNEXATION

Annexation is the process by which a city or town may assume jurisdiction over unincorporated territory adjacent to its boundaries. Since annexation of new areas into the corporate boundaries of Goodyear requires the extension of services to more people over a larger area, there are important questions that need to be addressed when considering whether annexation is in the best interest of the City of Goodyear.

There are many pro and con arguments that have been advanced regarding annexations. From the City's perspective, the major advantages to annexation are as follows:

- It can be used as a tool to effectively manage and control growth and development.
- It allows for the efficient delivery of municipal services.
- It can protect the City's revenue base by bringing into the City additional sources of revenue generating properties.
- It will increase the assessed valuation of the City.
- It will protect the City's borders by requiring properties developing on its borders to comply with municipal building codes, and zoning and subdivision regulations.
- Additional population will increase the City's share of State sales tax distributed to cities and towns in Arizona.
- Additional population will increase the City's share of motor vehicle fuel taxes distributed to cities and towns in Arizona.
- City ad valorem taxes will be assessed and collected based upon the assessed valuation of property within the area annexed.
- It protects the natural environment by providing the City with greater influence over the issuance of septic tank permits by Maricopa County.

From a landowner's perspective, annexation provides various benefits. Upon annexation, the City has an obligation to provide municipal services to the new territory on a similar basis as other areas of the City. The benefits include the following:

Water and Wastewater Services

Since the Maricopa County does not provide water and wastewater services, unincorporated areas must receive water from individual underground wells, or a private water company if one serves the area. Also, County wastewater service is typically provided by septic tanks and cesspools, or private sewer systems. The cost of combining with others and building water and wastewater infrastructure may be prohibitive. Further, the cost of adequately maintaining these facilities may also be costly for a limited number of residents and businesses.

With annexation, the extension of water and wastewater lines to the new territory would be permitted, and user fees for these services would be on the same basis as other residents and businesses on the City's central water and wastewater systems.

Fire Protection & Rescue Services

The City of Goodyear Fire Department is professionally managed, and with appropriate resources, is capable of providing fire protection and rescue services to Goodyear residents and businesses. The rating of the Fire Department may well reduce the fire insurance premium on residential, commercial and industrial properties.

Police Protection

The City of Goodyear provides regular patrolling in residential and non-residential areas by a competent, trained and well-equipped police force.

Zoning and Building Protection

The City provides protection of the environment, the lifestyle of residents, as well as property values through the adoption and enforcement of ordinances relating to planning, zoning, and building safety. State law provides that a city annexing an area shall adopt zoning classifications that permit uses and densities no greater than those permitted by the County at the time of annexation. It is the policy of the City of Goodyear to establish a city zoning classification at the time of Council approval of the annexation ordinance.

Street Maintenance

The City of Goodyear maintains dedicated and improved streets and rights-of-way. The City's Public Works Department has a regular schedule for cleaning all fully improved streets. In addition, the City provides standards that ensure the proper installation and maintenance of modern street lighting, traffic signals, street signs, major street improvements and sidewalks.

Parks and Recreational Services

The City provides public parks and recreational facilities, such as the Goodyear Aquatic Center, for the enjoyment of Goodyear residents and others.

Participation in City Government

Residents of Goodyear have a voice in the affairs of city government, including eligibility for City office, the right to vote in City elections, and the right to serve on voluntary boards and commissions.

CLASSIFYING ANNEXATION TYPES

Annexation requests may be initiated either by the City or by citizens residing immediately outside the Goodyear municipal boundaries. The initial consideration of an annexation request should be a careful review of the desirability of annexing the territory into the City of Goodyear, as well as making a determination on whether the legal requirements as provided by Arizona State Statutes for annexation are complied with.

To evaluate annexation requests, it is first necessary to classify the various types of annexations that the Mayor and Council may consider. For purposes of these policies, annexations shall be categorized as follows:

- | | |
|----------------|--|
| General Area: | Proposed annexations of developed or undeveloped land. |
| County Island: | Proposed annexations that are surrounded by the Goodyear corporate limits on at least three sides. |
| Rights-of-way: | Annexation of existing roadways located within Maricopa County. |

CRITERIA FOR EVALUATING GENERAL AREA AND COUNTY ISLAND ANNEXATIONS

The following criteria will be used to determine whether it is beneficial now or at some point in the future to annex an area or if some lands would never be beneficial to annex:

- A. Ability to provide basic services in a timely manner and with an acceptable revenue to cost ratio.

The first question that will be addressed is whether the City has sufficient resources to provide services to both existing and future development. Does the City have sufficient water resources and wastewater capacity to serve the area now and in the future?

Can the City provide fire service to the existing or planned development in a timely manner? If the area is beyond a reasonable response time from existing facilities, the City can pursue one of three options: (1) Build a new facility and staff it partly or fully; or, (2) provide fire service from existing facilities if service can be provided on a similar basis as other residences and businesses within the City; or, (3) If feasible, contract with another agency to provide an appropriate level of service on a temporary basis.

The key phrase for this criterion is "timely manner". If service cannot be provided for several years, it may be better to wait a few years until development catches up with the area. The long-term drawback to this approach would be if development occurs within the County to lower standards and less amenities than Goodyear would require with annexation and development. This may result in pressure from County residents in the future to "fix" their infrastructure problems. In addition, this approach will complicate area-wide transportation and utility improvement planning and implementation.

The City utilizes a fiscal impact model to assess the revenues and costs associated with a proposed annexation and development. Generally, the model has projected negative cash flow results over a ten-year period with most residential developments, positive revenue results with commercial development, and varied results with mixed-use developments, depending upon the amount of commercial land use in comparison with the residential uses. In those areas that produce a negative fiscal impact, the City will need to determine whether it is willing to subsidize an area for the short-term in order to obtain long-term economic gains. If the City is willing to provide these short-term investments in a development, then what is the criterion for an "acceptable" level? By how much and for how long? In some cases, a proposed annexation may be highly desirable to the City's growth and development. A policy of not providing any level of short-term monetary investment in a development for any length of time may result in the area developing within Maricopa County and the loss of any future development and revenue opportunities.

B. Long-term desirability for community development and economic growth as well as preservation of revenue of likely future land uses that would occur in the area.

Most recent annexation requests considered by the City have been County lands that are either vacant or partly developed with scattered, low-density housing. If the property is partly or fully developed, what is the quality of the use? Will the land uses remain or evolve into other land uses after annexation? Will the existing land uses have no impact or a detrimental impact on the attraction of high quality residential, commercial and industrial growth to nearby vacant parcels? After an evaluation of the existing land uses, there may be important policy reasons for annexing an area with some substandard land uses and structures for economic and planning considerations.

Annexing areas that have undesirable land uses with code violations should be avoided, unless these areas need to be annexed to reach more desirable development and vacant land. If the land use is unlikely to change, then the City should bypass these areas if it does not violate any legal requirements. In considering any proposed annexations, it is important to insure that no noise sensitive land uses develop in locations that could hinder the operations of Luke Air Force Base or the Phoenix-Goodyear Airport.

C. Likelihood of the area being developed in Maricopa County and never wishing to annex, or being annexed by another city or town.

If a property is a County island, or located completely within the City of Goodyear's strip annexed area (east of Perryville Road), then the landowners' options regarding annexation will be very limited. The area will be either developed within the County, or be annexed into the City of Goodyear. If the lands, such as Sarival Gardens and Sweetwater Estates, were developed years ago within the County and the residents appear to be satisfied with the County's level of service, it is unlikely that the residents will desire annexation and will likely resist it, unless the City wishes to make unrealistic concessions. In these cases, the City should not annex existing areas without the landowners agreeing to upgrade their infrastructure to City standards, and should not provide additional city services without annexation. The City should avoid assuming ownership and maintenance of substandard infrastructure that will financially burden the existing City residents.

If the City entertains an annexation proposal that is outside the strip annexed area and the City's Planning Area, it may be necessary to annex the property if it has strategic value to the long-term economic interests of the City and there is a possibility of losing the opportunity for annexation to another municipality.

D. Ability to control the quality of land use types and appearance and the standards for constructing infrastructure.

If lands within the City's strip annexed area are undeveloped, then there is the possibility of lower quality projects and substandard infrastructure developing within Maricopa County. However, low quality development is more unlikely today than it was several years ago since the County has continued to raise its zoning and subdivision standards and appears to be less interested in serving leap frog developments.

E. Compatibility with General Plan, infrastructure needs and timing of development.

Is the proposed annexation and development proposal compatible with the City's General Plan? If the property is not located within the Goodyear Planning Area, the City will require that a General Plan amendment be processed. The General Plan will determine the appropriate land uses for the area, as well as the

infrastructure needs for the development. If the City cannot provide services to the area under the prescribed timeframe for development, or there is uncertainty on the timing of development, then a pre-annexation agreement will be utilized. The pre-annexation agreement can specify the phasing and timing of development. Annexation of land will not be an automatic guarantee of immediate zoning of any type or intensity of land use if that zoning does not otherwise fit with good planning.

Having land within Goodyear's corporate limits gives the City the ability to control the timing and intensity of zoning. The burden of proof will be on the landowner requesting zoning to demonstrate that it is necessary for reasonable use of the land and that a market exists. Providing a development fee ordinance that is structured for the extraordinary costs of extending services to areas outside the City's existing infrastructure and services is one way to avoid leap frog development. Another way is to condition zoning on a reasonable schedule for development and to revert the zoning if no construction occurs or the agreed upon minimum amount of construction does not occur.

CRITERIA FOR EVALUATING ROADWAY ANNEXATIONS

It is the policy of the City of Goodyear to annex only those County roadways that have either been improved to prevailing City standards, or the County has provided funds to the City for upgrading those roadways. Deviations to this general policy may be appropriate in some cases where there are strategic reasons for annexing roadways to provide more efficient service delivery to Goodyear residents or to reduce jurisdictional confusion.

SUMMARY OF KEY ANNEXATION POLICIES

1. It is the City's policy to minimize any short-term subsidies and maximize the long-term benefits through careful determination of which areas should be annexed and provide the optimum timing for annexation and development.
2. City Staff will continue to apply a fiscal impact model to each annexation and development proposal.
3. Developed County residential subdivisions will be required to upgrade their infrastructure and facilities through the use of improvement districts or other means prior to annexation.
4. The City will not extend infrastructure or provide any services to areas outside the corporate limits without annexation or a commitment to annex in the future.

5. Pre-annexation agreements should be used by the City with single ownership annexation proposals in order to specify the infrastructure needs for the development and the schedule for development of the annexed lands.
6. Premature rezoning of annexed lands should be avoided.
7. Annexation requests, other than roadway annexations, will be evaluated using the five criteria in this policy which results in a Staff recommendation for annexing the property now, in the future or not at all.
8. The City should annex only those County roadways that have either been improved to prevailing City standards, or the County has provided funds to the City for upgrading those roadways.

**CITY OF GOODYEAR
CITY COUNCIL ACTION FORM**

SUBJECT: Resolution No. 01-768 adopting an Annexation Policy for assessing the desirability of annexing new areas into the Goodyear corporate limits.

STAFF PRESENTER: Harvey Krauss,
Community Development Director

COMPANY

CONTACT: N/A

RECOMMENDATION:

Council approve Resolution No. 01-768 adopting an Annexation Policy, dated April 23, 2001, for assessing the desirability of annexing new areas into the corporate limits of Goodyear.

DISCUSSION:

Staff has drafted an Annexation Policy summarizing the legal requirements and various procedures for annexation, the benefits of annexation, and criteria for evaluating various types of annexations. These policies, procedures and criteria will enable the Council and Staff to better assess the desirability of annexing new areas into the city limits. A careful review and evaluation of the various costs and consequences of annexing a particular area in the City will ultimately result in the more efficient delivery of City services to existing and future residents of Goodyear.

Further, the Growing Smarter Plus legislation required that cities and towns approve a "plan, policy or procedure to provide the annexed (land) with appropriate levels of infrastructure and services to serve anticipated new development within 10 years after the date when the annexation becomes final..." The adoption and application of this Annexation Policy will enable the City to satisfy this new State requirement.

A work session was held with Council on this draft annexation policy, and Council members had the following comments:

- 1) Incorporate the legal requirements for annexing property into the proposed policy.

A synopsis of the legal requirements and procedures for annexations has been added to the policy.

- 2) Provide the annexation fee in the policy.

This has been added to the policy, as well as the City's policy of refunding one-half of the fee if the Council does not authorize the Staff to proceed with the annexation after an evaluation of the benefits, costs and consequences of annexing the land.

- 3) There was a question on whether the policy should be adopted by ordinance rather than resolution.

Originally it was Staff's understanding of Growing Smarter Plus that the "policy, procedure or plan" needed to be adopted by ordinance. However, the League of Arizona Cities and Towns has advised Staff that the policy does not require adoption by ordinance. Typically, policies are adopted by resolution, and Staff has drafted a resolution rather than an ordinance for Council to consider for adoption.

If Council adopts this Annexation Policy, then the Policy will be distributed to those individuals and parties interested in submitting an annexation petition.

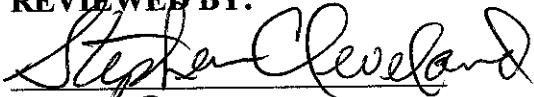
Current Policy

In November 2000 Council adopted a two-step process for evaluating annexation requests. First, the Staff would provide an initial impact analysis for this annexation, and present this analysis to the Council for their consideration. Based upon Council evaluation of this analysis, Council would make a determination on whether the annexation should proceed any further in the process. If the annexation fails to warrant further consideration, then no further time or expense by the City would be incurred and the City would refund the applicant one-half of the annexation filing fee of \$5,000. If Council authorizes Staff to proceed with the annexation, then the statutory steps involved with processing an annexation would be followed. These steps have been incorporated into the proposed Annexation Policy.

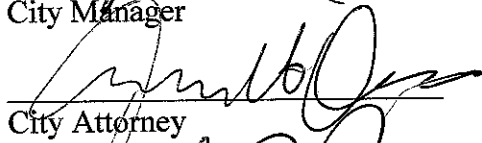
FISCAL IMPACT

The Annexation Policy requires that the Staff evaluate the short-term and long-term costs associated with annexing a particular area into the city limits.

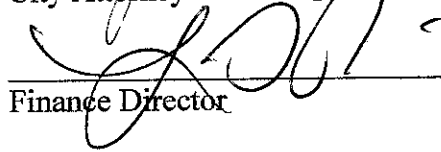
REVIEWED BY:



City Manager

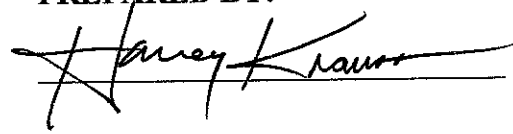


City Attorney



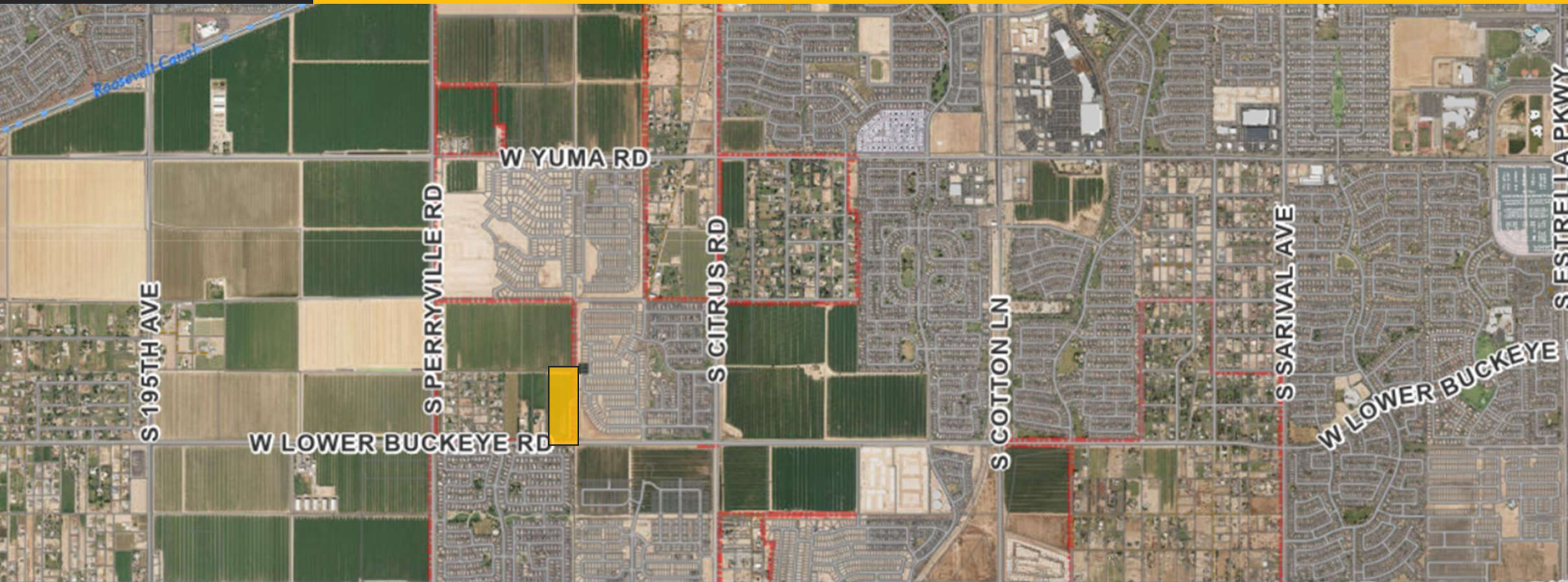
Finance Director

PREPARED BY:





Liberty Elementary School District Annexation

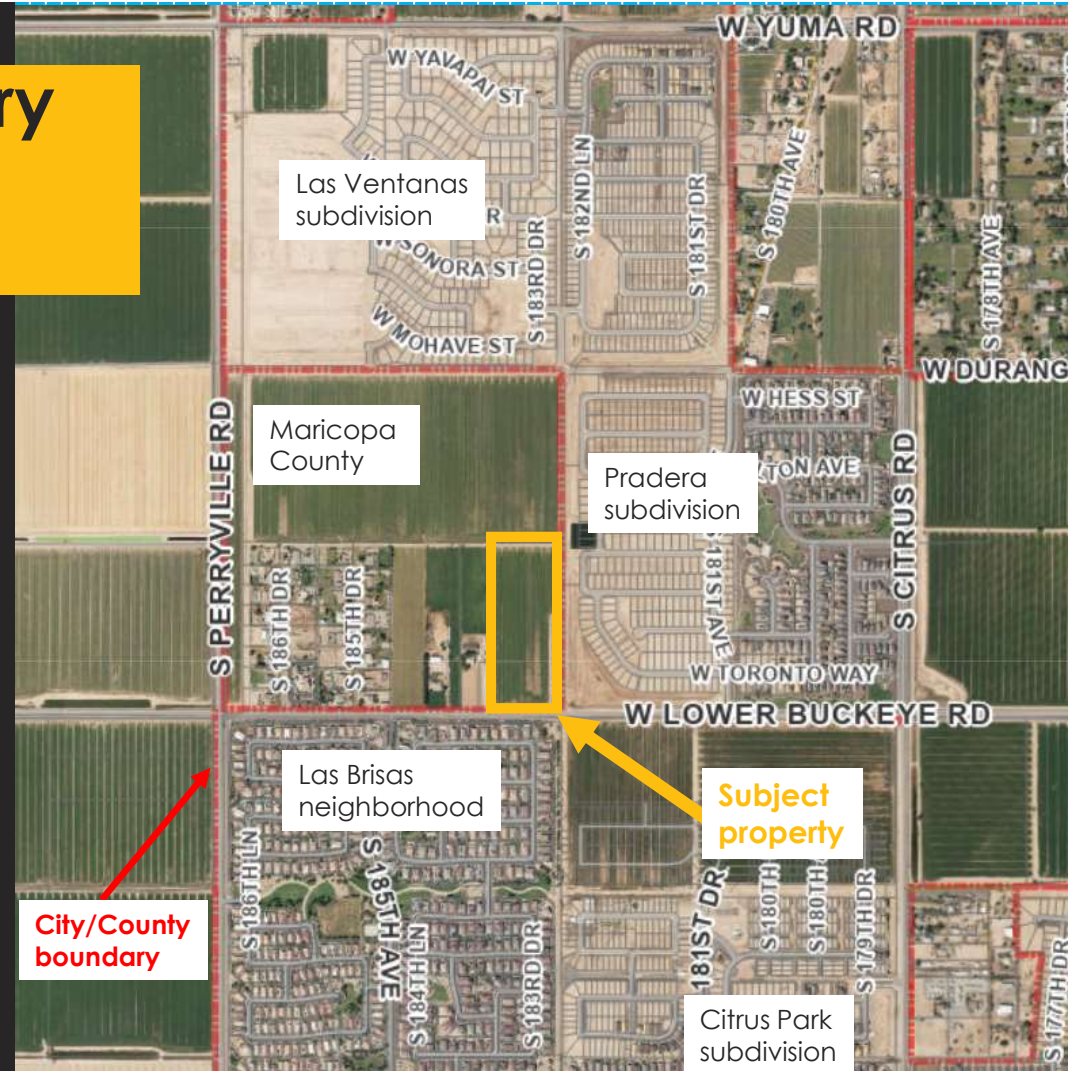




Liberty Elementary School District Annexation

Annexation Property

- W. Lower Buckeye Road & S. Perryville Road





Annexation Process

Liberty Elementary School District Annexation

- September 9, 2024 – Council authorization
- April 28, 2025 – IGA approved
- May 29, 2025 – First public hearing
- Tonight – Final public hearing



Annexation Evaluation Criteria

Liberty Elementary School District Annexation

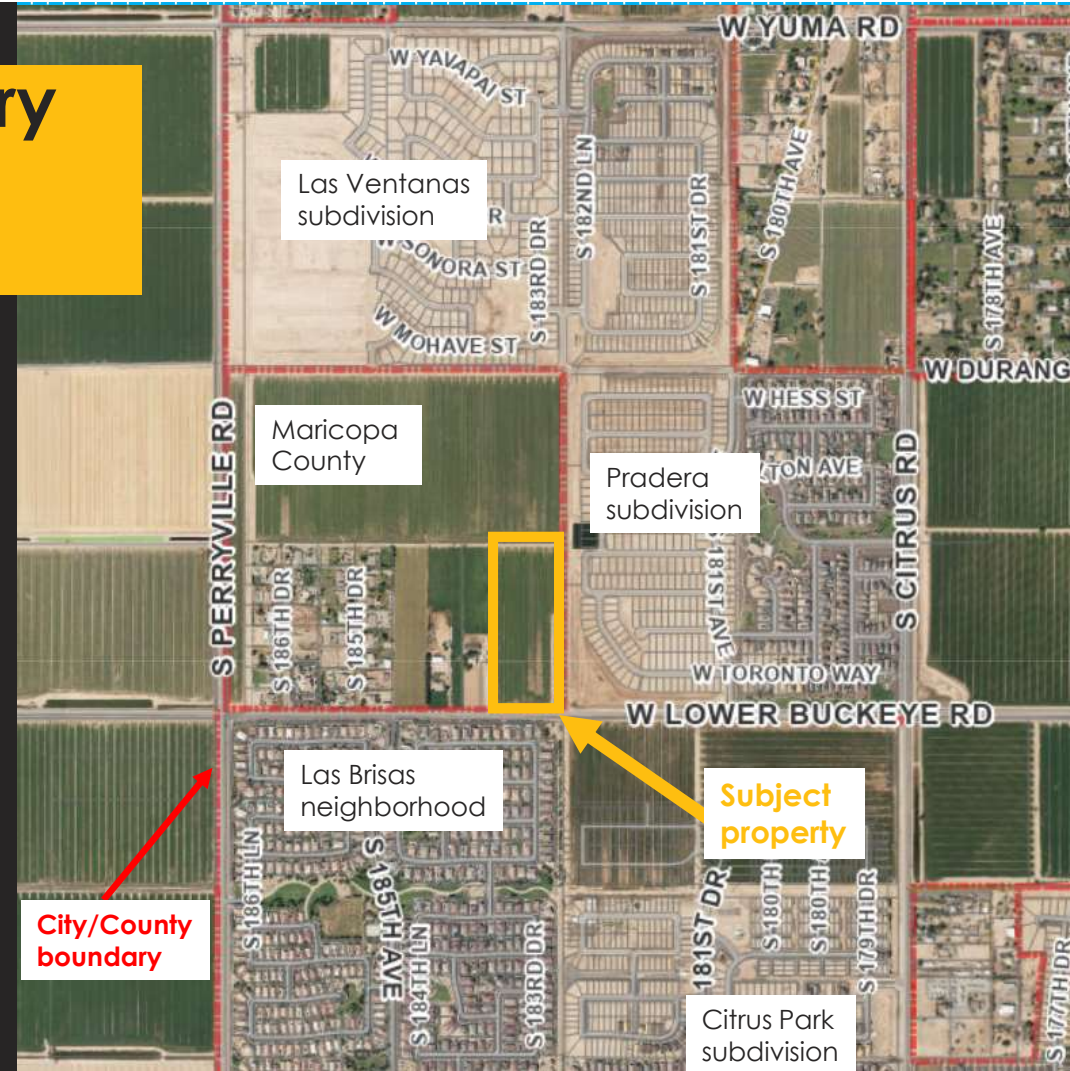
- Ability of the City to provide basic services in a timely manner and with an acceptable revenue to cost ratio.
- Long term desirability for community development and economic growth.
- Likelihood of area proposed to be annexed being developed in the County and never wishing to be annexed by any other city.
- Ability to control the quality of land use types, appearance, and standards for constructing infrastructure.
- Compatibility with the General Plan, infrastructure needs, and timing of development.



Liberty Elementary School District Annexation

Annexation Property

- W. Lower Buckeye Road & S. Perryville Road





Recommendation

Liberty Elementary School District Annexation

- Adopt Ordinance 2026-1645 annexing approx. 16.25 acres of property generally located along W. Lower Buckeye Road, east of S. Perryville Road.

ITEM #: 13.
DATE: 03/23/2026
AI #:3075



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF FISCAL YEAR (FY) 2027 ANNUAL PUBLIC ART PLAN

STAFF PRESENTER(S): Layne Ruiz, Arts & Culture Coordinator

OTHER PRESENTER(S):

Nancy Love, Chairman, Goodyear Arts and Culture Commission

SUMMARY

The Goodyear Arts and Culture Commission will present the recommended Fiscal Year (FY) 2027 Annual Public Art Plan for Council consideration and approval.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the FY2027 Annual Public Art Plan as recommended by the Goodyear Arts and Culture Commission. (Layne Ruiz, Arts and Culture Coordinator)

FISCAL IMPACT

The Parks and Recreation Department has submitted project requests for consideration within the annual citywide budget process. Current public art projects were funded and approved within the city's annual budget process. Funding for recommended projects will be considered by Council in the immediate fiscal year during the annual budget process.

BACKGROUND AND PREVIOUS ACTIONS

The Parks and Recreation Department's Arts and Culture Division was established in 2006 by the Council to create a distinct sense of place and cultural destination by integrating art into public spaces. The Arts & Culture Division continues to expand arts opportunities to provide a platform to express artistic excellence.

Goodyear City Code Article 3-9 (Public and Performing Arts Program) identifies the arts as a process to beautify public space, promote economic development, and strengthen "sense of community." Additionally, the City Code provides that up to 1% of costs, for eligible capital improvement program (CIP) projects, may be allocated and appropriated for arts projects in accordance with the city's annual budget process. Artwork commissioned through the city's program is intended to be accessible to the public and experienced on a daily basis.

City Code charges the Goodyear Arts & Culture Commission with making recommendations to Council for each immediate fiscal year and project expenditures for the next five fiscal years.

The FY2026 Annual Public Art Plan was approved by Council on March 24, 2025.

STAFF ANALYSIS

The Annual Public Art Plan emphasizes the use of local resources for city projects, engages the community in the public art process, and encourages local artists to become involved in all aspects of the arts in Goodyear. The Arts and Culture Commission understands the importance of the arts and will continue to recommend projects and programs that meet Council priorities to provide a safe and vibrant community and catalyze the city's economic vitality.

The FY2027 Annual Public Art Plan, Attachment A, meets these key elements:

- Advance Goodyear public art and provide quality art experiences in the city
- Develop projects that engage the community
- Integrate art into the architecture of municipal structures visited by the public
- Identify areas of the city that do not have permanent public artwork installed
- Explore temporary accessible and affordable temporary installations

Funded Projects

The Arts and Culture Commission has completed or is currently working on the following funded projects:

Project	Description	Project Status	Funding Level
Bullard Wash Trail Extension	Integrated artwork to establish unique points of interest and emphasize thematic elements	In design phase - install anticipated in FY2028	\$290,000
Estrella Parkway Bridge	Public artist to include aesthetic elements as part of city infrastructure	Design phase complete - install anticipated by June 2028	\$953,000
Fire Station 184	Create artwork that represents Goodyear Firefighters and their history	In design phase - install anticipated in FY2027	\$72,000
Fire Station 187	Create artwork that celebrates Goodyear Firefighters and the community.	Initiation phase - install anticipated in FY2029	\$35,000
Fire Station 189	Architecturally integrated artwork to be aligned with fire station 189 construction	Initiation phase - install anticipated in FY2029	\$190,000
Goodyear Recreation Campus (GRC) Phase II	Integrate an interactive series of public art into the design of GRC Phase II	Initiation phase - install anticipated in FY2030	\$515,000
Goodyear Recreation Campus Walking Track Mural	Community mural at the Goodyear Recreation Campus that is site-specific	Completed January 2026	\$2,500

HOLA West Valley Temporary Art	3D installation at the Goodyear Recreation Campus as part of a West Valley cities temporary art series	Installed November 2025	\$10,000
Light Pole Banners	Suspended public art installations hung on light poles throughout the city	In design phase - install anticipated in Spring 2027	\$12,000
Pop Ups in the Park	Provide experiential public art opportunities through Veterans Day and Juneteenth temporary mural installations	Veterans Day murals complete and Juneteenth murals to be completed June 2026	\$25,000
Solid Rock heART	Add a fiberglass heart to the public art series in front of teen center	Installed January 2026	\$6,500
Traffic Signal Cabinets	Engage community and local artists to utilize applied artwork to embellish ten traffic cabinets	Current series includes ten new cabinets to completed by May 2026	\$42,000

Recommended Public Art Projects

(Subject to funding appropriations for the FY2027-2031 annual CIP and Supplemental process)

The Arts and Culture Commission's goal for the five-year plan is to include artwork in high-traffic outdoor public spaces. This artwork will define the identity of the community and those who call it home. The Arts and Culture Commission recommends the following projects, to be considered in the respective fiscal year, during the annual budget process. Council may amend this plan, as they deem appropriate.

Recommended Project	Fiscal Year	Description	Project Goals	Recommended Funding Level
heART of Goodyear	FY2027	Refresh series of fiberglass hearts located throughout Goodyear with new artwork	Beautify the city and engage community in public art	\$40,000
HOLA West Valley Temporary Art	FY2027-28	Temporary installation as part of an art series throughout the West Valley	Showcase a thriving Arts and Culture scene in the West Valley	\$10,000
Fire Station 188 Police Substation	FY2028-30	Architecturally integrated artwork to be aligned with fire station 188 construction	Include public art at new city facilities	\$235,000

Pop Ups in the Park	FY2027	Provide experiential public art opportunities through Veterans Day and Juneteenth temporary mural installations	Encourage civic pride, enhance quality of life, and build community	\$25,000
Traffic Signal Cabinets	FY2027	Engage community and local artists to utilize applied artwork to embellish ten traffic cabinets	Encourage civic pride and beautify the city	\$42,000
Ziz	FY2027	Refurbish paint and UV protection	Maintain current collection	\$45,000

Furthermore, the Arts and Culture Commission is moving toward consideration of the following projects to meet the goals of engaging local artists, maintaining assets, and installing permanent public artworks that encourage visits to destinations throughout the city.

Future Forecast

Projects Under Consideration	Description	Project Goal
Art Trail at GSQ	Support development of an art trail along Goodyear Way between 150th Dr and Bullard Ave to include three major nodes	Drive economic growth and create artwork that welcomes those that visit
Fire Station 1810	Architecturally integrated artwork to be aligned with station 1810 construction	Include public art at city facilities and create artwork that welcomes those that visit
Wildflower Park	Include public art at newly renovated community park to promote connectedness between the North and South Park	Enhance recreation experience through public art and build community

The Arts and Culture Commission continues to identify innovative arts programming that positions Goodyear to be the hub for the arts in the West Valley.

Attachments

Attachment A - FY2027 Annual Public Art Plan
Staff Presentation



FISCAL YEAR 2027 ANNUAL PUBLIC ART PLAN

Goodyear Arts & Culture
Parks & Recreation Department



ARTS & CULTURE COMMISSION

The Arts & Culture Commission provides leadership through the Arts, bringing community together to celebrate our diverse histories, beliefs, cultures, and aspirations. We strive to beautify the city, create public dialogue, advance education, and inspire civic pride.

We promote artistic excellence through public art that reflects our community's identity and values, create economically viable and enriching arts events, provide Arts advocacy in private and public arenas, develop opportunities for local and emerging artists, and support greater academic achievement through arts education.



NANCY LOVE
Chairman



KYOKO IWASAKA
Vice Chairman



JERRY DRAKE
Commissioner



CAROLE PALMER
Commissioner



CINDY BRAUN
Commissioner



LAURA FRIES
Commissioner



KIMBERLY HILL
Commissioner



ROBERT COBERLY
Commissioner



STEVE ADLER
Commissioner

GOODYEAR ARTS & CULTURE

Goodyear Arts & Culture continues to be recognized as an Arts leader in the West Valley. The Goodyear Public Art Program, under the direction of the Arts & Culture Commission, continues to grow the permanent public art collection and is developing a dynamic portable and temporary collection that fully engages residents. Programs and events highlight the performing and visual Arts to meet the evolving needs of our growing community. Through the combined efforts of City Council, Arts & Culture Commission, Goodyear residents and staff, we continue to grow a “Culture of Art” throughout Goodyear. Whether it is Arts events, programs, or public art, Goodyear is the destination for the Arts in the West Valley.

THE COMMISSION USES ARTS TO:



Integrate the vision of residents, businesses, and community leaders



Attract new and visiting populations to Goodyear



Create a foundation for defining a sense of place



Contribute to the development of a skilled workforce

DIVISION GOALS

The Arts & Culture Commission was established in 2006 by the Goodyear City Council to create a distinct sense of place and cultural destination by integrating art into public spaces. The Arts & Culture Division continues to expand Arts opportunities to provide a platform to express artistic excellence. Goals for the division align with Council priorities to provide a safe and vibrant community, and catalyze the city's economic vitality.



DRIVE ECONOMIC GROWTH



- Encourage businesses to locate within the city and attract tourism
- Promote an identity for the city through art
- Incorporate public art in city planning and throughout the community

PROVIDE ARTS FOR ALL



- Engage local artists
- Explore best approach to installing artwork that complements the urban environment and is accessible by many
- Provide engaging and innovative programming for all demographics of residents from students to seniors

ADVANCE PUBLIC ART



- Explore opportunities for temporary artworks that are community responsive and have a lower fiscal impact
- Celebrate existing public art collection
- Identify new public art installations that create a sense of place

BUILD A CULTURE OF ART



- Commitment by the city and community to prioritize Arts & Culture through strategic investments, intentional planning, and active engagement
- Ensure arts initiatives contribute to the community's identity, vibrancy, and quality of life

PUBLIC ART ORDINANCE

Article 3-9 “Public and Performing Arts Program” of the Goodyear Code of Ordinances identifies the Arts as a process to beautify public areas, enhance quality of life for Goodyear residents, attract tourism, promote City services and departments, provide a mechanism to meaningfully involve residents in the design of their environment, and encourage businesses to locate within the City, thus expanding Goodyear’s economic base through the promotion and encouragement of private and public programs, to further the development and public awareness of and interest in the visual and performing arts, to increase employment opportunities in the arts, and to encourage the integration of art into the architecture of municipal structures.

The ordinance provides that up to 1% of costs, for eligible Capital Improvement Plan projects, may be allocated and appropriated in accordance with the city’s annual budget process. Through the Goodyear Public Art program, commissioned artwork will be accessible to the public and experienced on a daily basis.

As part of the “Public and Performing Art Ordinance”, the Goodyear Arts & Culture Commission shall make recommendations to City Council for each immediate fiscal year and project expenditures for the next five fiscal years.



FUNDED PUBLIC ART PROJECTS

The following projects have been approved by the Council and have been completed or are currently in progress.

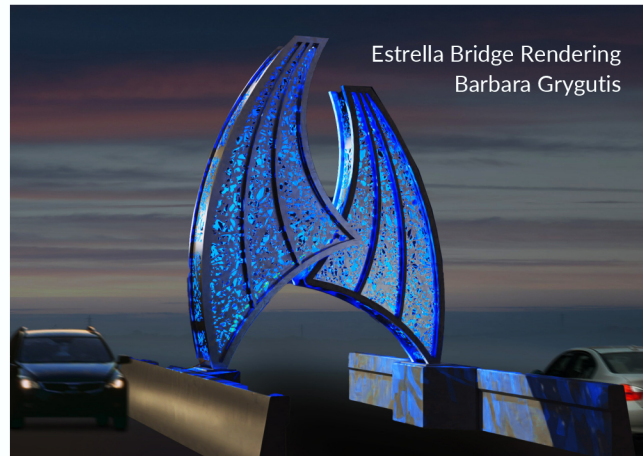
ESTRELLA BRIDGE

Funded: \$953,000

Artist: Barbara Grygutis

Status: Design phase complete with anticipated install by June 2028

Artwork will create cohesion between existing and new bridges. As part of city infrastructure, this monumental artwork will be a gateway into southern Goodyear.



BULLARD WASH TRAIL

Funded: \$290,000

Artist: Creative Machines

Status: Design phase with install anticipated FY28

Integrated artwork to establish unique points of interest and emphasize thematic elements



FIRE STATION 184

Funded: \$71,900

Artist: Mary Shindell

Status: Design phase with install anticipated FY29

Artistic screen wall as part of the station remodel that represents Goodyear Firefighters and their history.

FIRE STATION 187

Funded: \$35,000

Artist: To be selected

Status: Artist selection

Create artwork that celebrates Goodyear Firefighters and the community.

FIRE STATION 189

Funded: \$190,000

Artist: To be selected

Status: Artist selection

Architecturally integrated artwork to be aligned with station 189 construction.

FUNDED PUBLIC ART PROJECTS CONTINUED

GOODYEAR RECREATION CAMPUS PHASE II

Funded: \$515,000
Artist: To be selected
Status: Artist selection

Artists commissioned to create a community mural at the Goodyear Recreation Campus. The artist will design a mural that is site-specific and represents the Goodyear community.

GOODYEAR RECREATION CAMPUS WALKING TRACK MURAL

Funded: \$2,500
Artist: Catitude Arts Mural Mentor Program
Status: Completed January 2026

Artists commissioned to create a community mural at the Goodyear Recreation Campus. The artist will design a mural that is site-specific and represents the Goodyear community.



HOLA WEST VALLEY TEMPORARY ART

Temporary Installation

Funded: \$10,000
Artist: Jo Ho
Status: Installed November 2025

Diving Into Goodyear was installed at the Goodyear Recreation Campus as part of the HOLA West Valley Program. The goal of this initiative is to connect West Valley cities and residents to arts and culture resources through temporary installations.



LIGHT POLE BANNERS

Temporary Installation

Funded: \$12,200
Artist: Various
Status: Design phase with install anticipated Spring 2027

Suspended public art installations hung on light poles to provide Arts experiences when traveling throughout Goodyear.

FUNDED PUBLIC ART PROJECTS CONTINUED

POP UP MURAL EXPERIENCES

Temporary Murals

Funded: \$25,000

Artist: Various

Status: Veterans Day complete, Juneteenth in progress

As part of Pop Ups in the Park, ten artists were selected to honor veterans through 8'x8' temporary murals. Artists painted at Civic Square Park throughout the week leading up to Goodyear's Veterans Day event. A mural experience will also be held at the annual Juneteenth event to celebrate history and culture.

HEART OF GOODYEAR SOLID ROCK HEART

Funded \$6,500

Artist: Master Artist Troy Buck and Solid Rock Teens

Status: Installed January 2026

As part of the heART of Goodyear series, a fiberglass heart was installed outside the Solid Rock Teen Center and artwork was created by the master artist and teens.

TRAFFIC SIGNAL CABINETS

Funded \$42,000

Artist: Various Arizona Artists

Status: Anticipated completion by May 2026

Aesthetically enhance ten new traffic signal cabinets throughout the city. When completed, Goodyear will have a total of 62 embellished cabinets.



Solid Heart
Troy Buck and Teen Center Artists

RECOMMENDED FY27 WORKING PUBLIC ART PLAN

The Goodyear Arts & Culture Commission is recommending the following projects, to be considered over the next five years, during the city's annual budget process. The project goals include: engaging local artists, including public art in city planning, identifying locations for artwork in places easily accessible to the public, and to maintaining the current collection.

Recommended Project	Fiscal Year	Description	Project Goals	Recommended Funding Level
heART of Goodyear	FY27	Refresh series of fiberglass hearts located throughout Goodyear with new artwork	Beautify the city and engage community in public art	\$40,000
HOLA West Valley Temporary Art	FY27-28	Temporary installation as part of art series throughout the West Valley	Showcase a thriving Arts & Culture scene in the West Valley	\$10,000
Fire Station 188 Police Substation	FY28-30	Architecturally integrated artwork to be aligned with substation 188 construction	Include public art at city facilities and create artwork that welcomes those that visit	\$235,000
Pop Ups in the Park	FY27	Provide experiential public art opportunities through Veterans Day and Juneteenth temporary mural installations	Encourage civic pride, enhance quality of life, and build community	\$25,000
Traffic Cabinets	FY27	Engage community and local artists to utilize applied artwork to embellish ten traffic cabinets	Encourage civic pride and beautify the city	\$42,000
Ziz	FY27	Refurbish paint and UV protection	Maintain current collection	\$45,000

FUTURE FORECAST

The Commission understands the importance of the Arts and will continue to recommend projects and programs that meet Council goals. With a focus on new partnerships, the Commission will continue to explore new Arts experiences for Goodyear. Through community-engaged strategies and a forward-looking approach, the Arts will continue to thrive in Goodyear.

Project	Description	Project Goals
Art Trail at GSQ	Include three major nodes to support development of an art trail along Goodyear Way between 150th Dr and Bullard Ave	Drive economic growth and create artwork that welcomes those that visit
Fire Station 1810	Architecturally integrated artwork to be aligned with station 1810 construction	Include public art at city facilities and create artwork that welcomes those that visit
Wildflower Park	Include public art at newly renovated neighborhood park to promote connectedness between the North and South Park	Enhance recreation experience through public art and build community



Solid Heart
Troy Buck and Teen Center Artists

GOODYEAR ARTS & CULTURE

LET'S CONNECT!

EMAIL

arts@goodyearaz.gov

WEBSITE

goodyearaz.gov/arts

FACEBOOK

Goodyear Arts &
Culture Commission

INSTAGRAM

[goodyear_arts](https://www.instagram.com/goodyear_arts)



Goodyear
arts
& culture
Commission

FY2027 ANNUAL PUBLIC ART PLAN



Annual Public Art Plan

- Public and Performance Ordinance
- Highlights
- Recommended projects



20th Anniversary



Arts & Culture Goals



**Drive
Economic
Growth**



**Provide
Arts For
All**



**Advance
Public
Art**



**Build a
“Culture
of Art”**

FY2026 Highlights



Public Art

12 Projects at 22 Sites



Events

20 City Special Events



Programs

50+ Multigenerational
Program Offerings

Current Projects



*Solid Heart
Troy Buck and Teen Center Artists. 2026*



*The Tortoise and The Hare
Catitude Arts, 2026*



*Bullard Wash Trail Rendering
Creative Machines*



Recommended Projects

Subject to funding appropriations for the FY27-31 annual CIP and Supplemental process

Recommended Project	Fiscal Year	Recommended Funding Level
heART of Goodyear	FY27	\$40,000
HOLA West Valley Temporary Art	FY27-28	\$10,000
Fire Station 188 Police Substation	FY28-30	\$235,000
Pop Ups in the Park	FY27	\$25,000
Traffic Cabinets	FY27	\$42,000
Ziz Refurbishment	FY27	\$45,000

Temporary Art Pop Ups in the Park FY2027



Juneteenth Mural
Egypt Hagan, 2025



Veterans Day Mural
Lucretia Torva, 2025



Juneteenth Community Mural
Giovanni Dixon, 2024

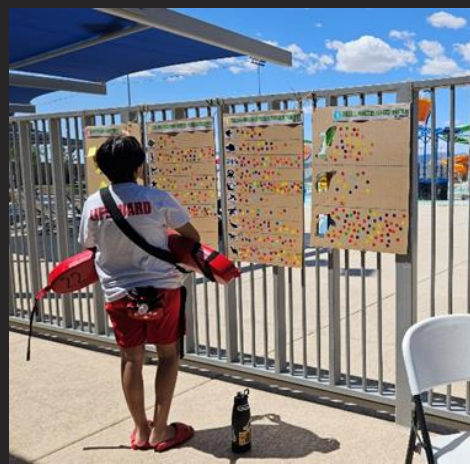


Veterans Day Mural
Persephone Preciado, 2024

Temporary Art FY2027

¡HOLA!

Highlighting Our Local Arts in the West Valley





Permanent Art *Fire Station 188 PD Substation* FY2028-2031



Where Water Flows
Jason Bulter, 2024



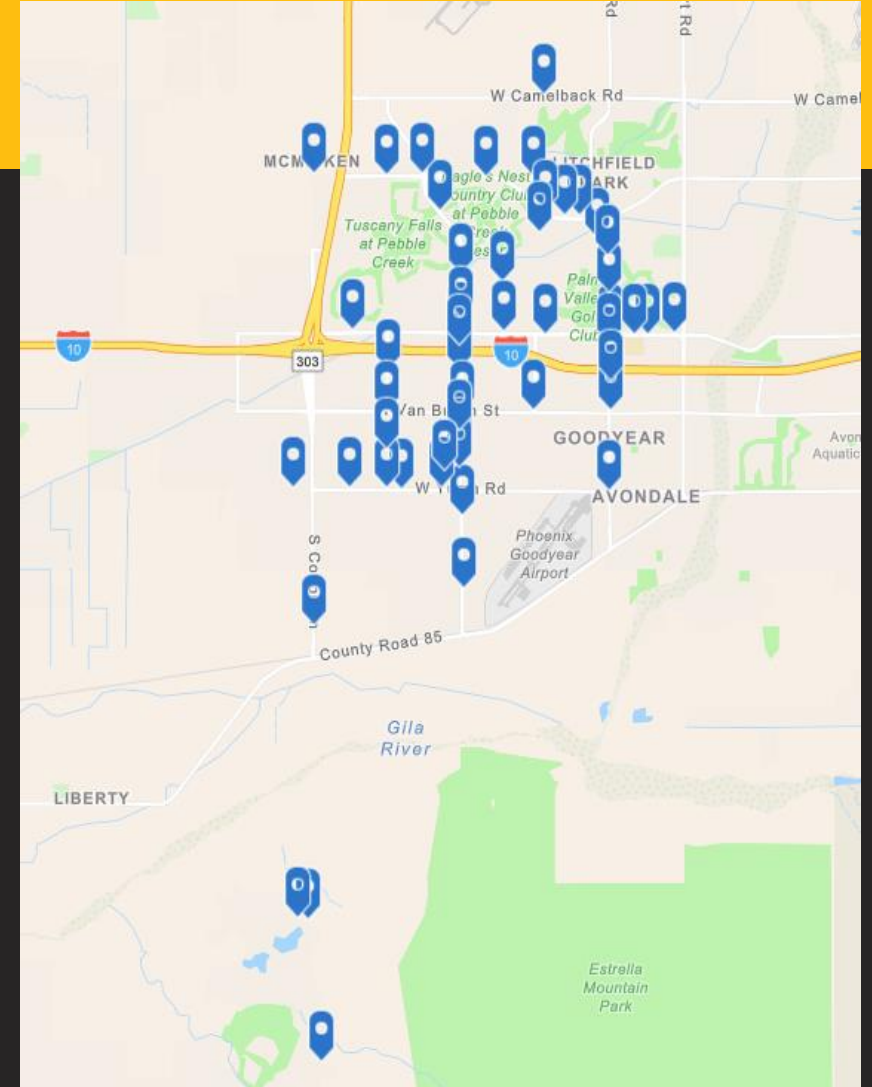
Maintenance and Conservation Traffic Cabinets FY2027



Lavendar and Marigold
Eli Farias, 2026



McDowell & 150th Dr
Adrian Ramirez, 2024



Maintenance and Conservation *heARTS* of Goodyear FY2027



BRIGITTE DE MARCO-JEROME
Bullard Wash Park
152nd Ave. (amphitheater)



LICHEN SHEPARD
Goodyear Ballpark
1933 S. Ballpark Way



KELSEY PHILLIPS
Bullard Wash Park
Virginia Ave. (Playground)



EWA KOBACKA-BUGALA
Foothills Community Park
12795 S. Estrella Pkwy.



DEBRA GOLEY
Estrella Vista Park North
12575 S. 157th Ave.



CONNIE WHITLOCK & MARTY WOLFE
Falcon Park
15050 W. Indian School Rd.



MERITA JAHA
Goodyear Community Park
3075 N. Litchfield Rd.



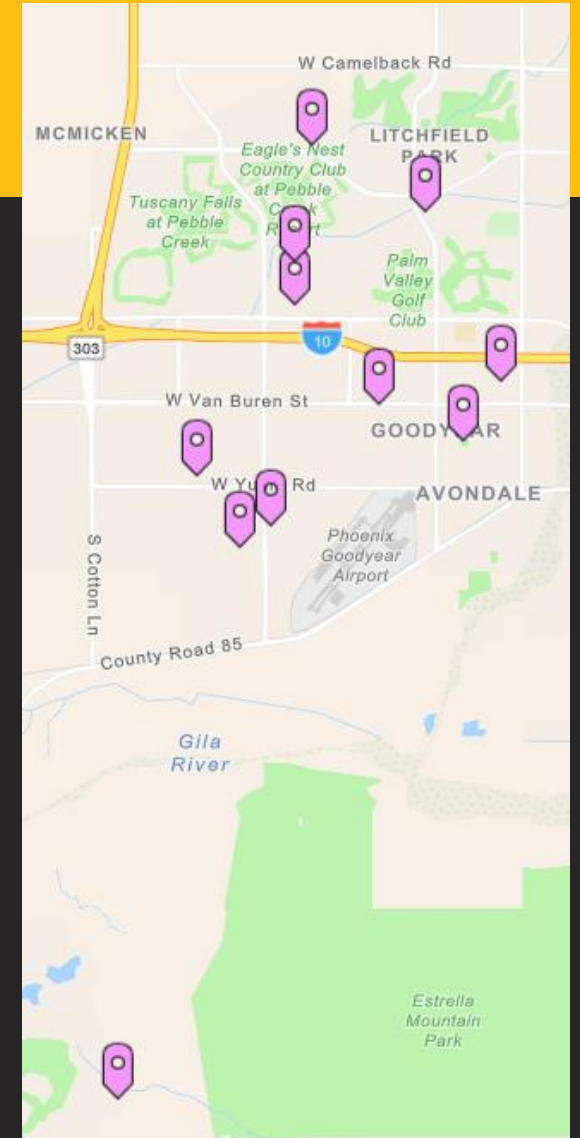
JESSI KERR
Loma Linda Park
430 E. Loma Linda Blvd.



ARIEL FAN
Parque De Paz
1601 N. Palo Verde Dr.



LUCRETIA TORVA
Wildflower Park South
16150 W. Desert Bloom St.





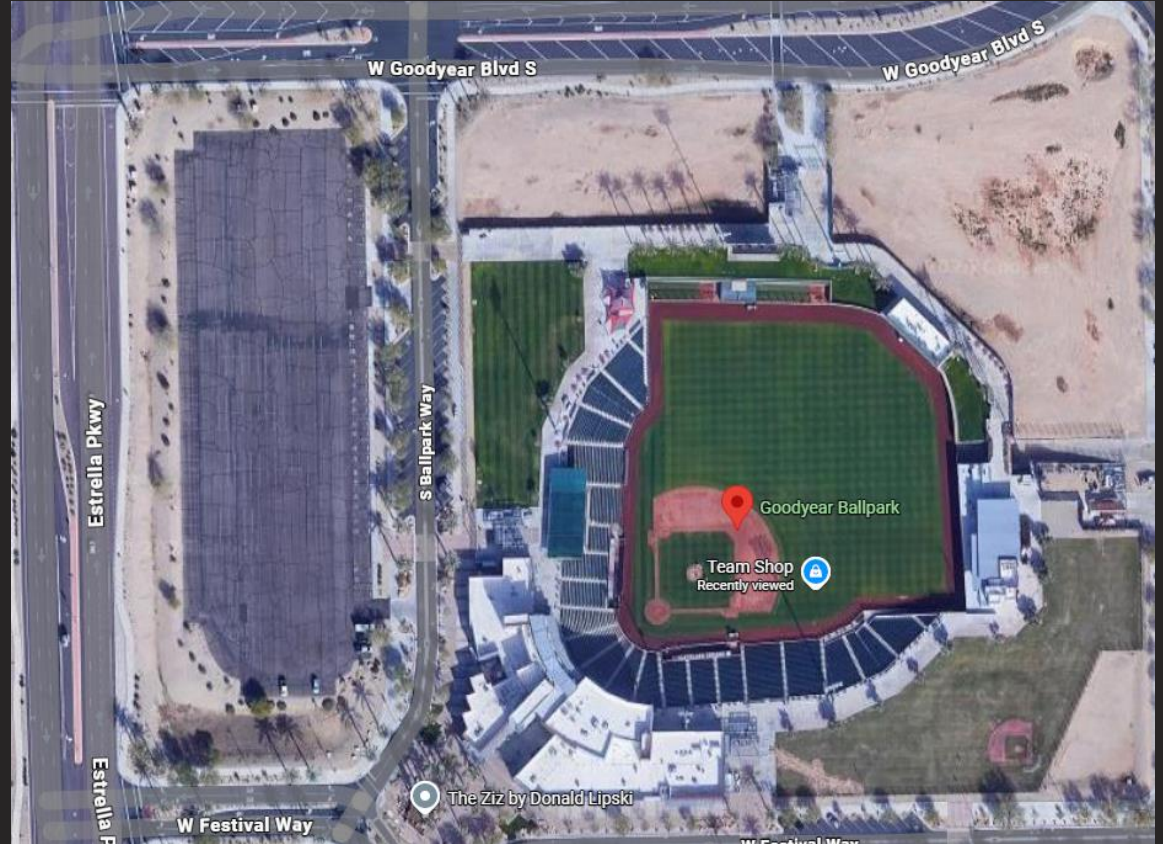
Maintenance and Conservation

The Ziz

FY2027



The Ziz
Donald Lipski, 2010



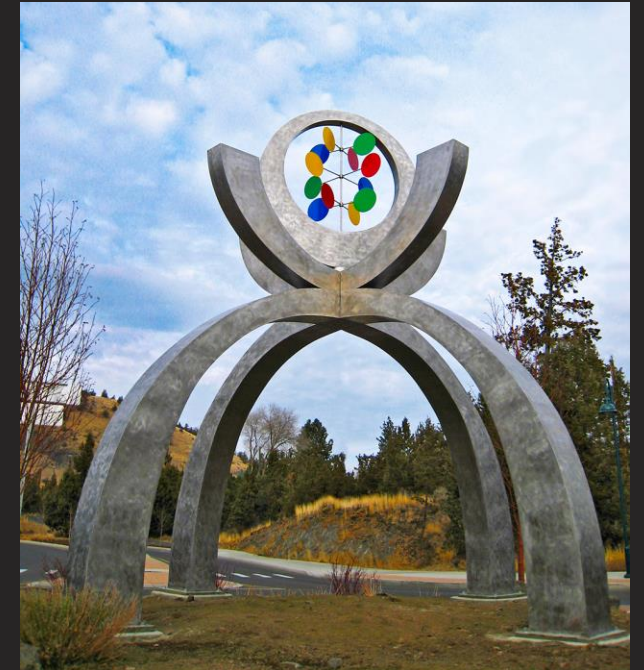
Future Forecast

Recommended Project	Description
Art Trail at GSQ	Include three major nodes to support development of an art trail along Goodyear Way between 150th Dr and Bullard Ave
Fire Station 1810	Architecturally integrated artwork to be aligned with station 1810 construction
Wildflower Park	Include public art at newly renovated neighborhood park to promote connectedness between the North and South Park

Art Trail at GSQ



Conceptual Imagery



Conceptual Imagery

Fire Station 1810



Conceptual Imagery



Conceptual Imagery

Wildflower



Conceptual Imagery





Request Approval of FY2027 Annual Art Plan

ITEM #: 14.
DATE: 03/23/2026
AI #:3099



CITY COUNCIL ACTION REPORT

SUBJECT: ORDINANCES ADOPTING THE 2024 INTERNATIONAL TECHNICAL BUILDING CODE AND 2024 INTERNATIONAL FIRE CODE

STAFF PRESENTER(S): Katie Wilken, Development Services Director; Cheryl Mullis, Chief Building Official

SUMMARY

This is a request to amend section 9-1-1 of Chapter 9 and section 5-2-1 of Chapter 5 of the Goodyear City Code by adopting recent editions of certain technical codes related to building construction and the 2024 International Fire Code, as well as adopting relevant amendments.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT ORDINANCE NO. 2026-1646 AMENDING SECTION 9-1-1 (ADOPTION BY REFERENCE) OF ARTICLE 9-1 (TECHNICAL CODES) OF CHAPTER 9 (BUILDINGS AND BUILDING REGULATIONS) OF THE GOODYEAR CITY CODE. and

ADOPT ORDINANCE NO. 2026-1647 AMENDING SECTION 5-2-1 (INTERNATIONAL FIRE CODE ADOPTED) OF ARTICLE 5-2 OF CHAPTER 5 (FIRE DEPARTMENT) OF THE GOODYEAR CITY CODE. (Katie Wilken, Development Services Director; Cheryl Mullis, Chief Building Official)

FISCAL IMPACT

There are no new or additional costs to the city created by the adoption of the updated technical codes related to building construction or the 2024 International Fire Code and the amendments thereto. There will be no changes, additions, or deletions to any development fees with this adoption.

BACKGROUND AND PREVIOUS ACTIONS

Building and fire codes promote the health, welfare and safety of our community by requiring that best practices are followed in the construction, alteration, repair, use, occupancy and maintenance of buildings and structures within the community. By adopting up-to-date building and fire codes the citizens of Goodyear, design professionals and builders can take advantage of current construction technologies, materials, methods and can benefit from updated building safety requirements, such as exiting, structural issues and fire and life safety concerns.

Consistency and uniformity of codes is important among municipalities within the State of Arizona as the adoption of these uniform codes makes it easier for designers and contractors to build in multiple jurisdictions and allows for more consistent enforcement by Building Safety and Fire personnel. Conformance to the more recent editions of the international technical building codes and the fire code will allow for uniformity and consistency. This "family of codes" is comprised of the International Building Code, International Residential Code, International Mechanical Code, International Plumbing Code, International Fuel Gas Code, International Energy Conservation Code, International Fire Code, International Existing Building Code, International Property Maintenance Code, the ICC A117.1 Accessible and Usable Buildings, NFPA 99 Standard for Health Care Facilities Code and Facilities and the NFPA 70 National Electric Code (the "Uniform Codes"). When adopted together, these Uniform Codes work in harmony and provide comprehensive code requirements for regulating buildings and structures within our community.

The city's Uniform Codes were last updated on October 28, 2019 with the adoption of Ordinances No. 2019-1437 and 2019-1438. That update was based primarily upon the 2018 editions of the International Code Council's codes and the 2018 International Fire Code.

STAFF ANALYSIS

The goal in updating the city's Uniform Codes is to keep local amendments to a minimum. Similarly, updates to the city's Uniform Codes are typically done on a regular cadence in conjunction with similar updates by other valley cities in the Phoenix metropolitan area. Together this ensures consistency and clarity for those following and interpreting the city's Uniform Codes.

Specifically, the updated Uniform Codes that are proposed for adoption are:

- 2024 International Fire Code published by the International Code Council
- 2024 International Building Code published by the International Code Council
- 2024 International Mechanical Code published by the International Code Council
- 2024 International Plumbing Code published by the International Code Council
- 2024 International Fuel Gas Code published by the International Code Council
- 2024 International Energy Conservation Code published by the International Code Council
- 2024 International Existing Building Code published by the International Code Council
- 2023 NFPA 70 National Electric Code published by the National Fire Protection Association
- 2017 ICC A117.1 Accessible and Usable Buildings and Facilities published by the International Code Council
- 2010 ADA Standards for Accessible Design published by the Department of Justice
- 2024 NFPA 99 Standard for Health Care Facilities Code published by the National Fire Protection Association
- 2024 International Residential Code as published by the International Code Council
- 2024 International Property Maintenance Code published by the International Code Council

As part of the amendments adopted to the Uniform Codes, the administrative portions of the adopted codes promulgated by the International Code Council have been deleted and replaced with the administrative provisions as provided in the 2024 International Building Code. This greatly reduces duplication of information and provides the public with one location to find answers to our administrative process.

Drafts of the code amendments were posted on the city website, and an e-mail was sent to approximately 400+ contacts in the development community soliciting feedback. The Home Builders Association of Central Arizona (HBACA) requested modifications to energy code requirements that are non-life safety issues, which were incorporated into our amendments. These same amendments have been adopted by Surprise, Peoria, Glendale, Avondale, Phoenix, Chandler, and Gilbert. A letter of support has been received from HBACA.

A Development Advisory Forum was held in November 2025 and was advertised to approximately 400

individuals in the development community. There were approximately 35 attendees and the proposed adoption dates and implementation were discussed. To assist with the transition, staff have proposed flexibility in code implementation that allows an individual seeking a permit for commercial and/or industrial projects up to 90 days after the effective date of the ordinance to request to have the project reviewed under the previously adopted codes and standard plans on file with the city shall be valid for up to one year following the effective date of the ordinance adopting the most recent codes. This proposal is similar to other municipalities adopting code updates such as Surprise and Phoenix.

The International Fire Code shall be effective 30 days after the adoption of the ordinance adopting the 2024 International Fire Code in order to adequately address emerging technologies. Most developers and fire protection contractors are already implementing the new codes and standards.

Staff recommends the adoption of Ordinances No. 2026-1646 (Attachment A) and Ordinance No. 2026-1647 (Attachment B) with all corresponding amendments.

Attachments

Attachment A - Ordinance No. 2026-1646 with Exhibit

Attachment B - Ordinance No. 2026-1647 with Exhibit

Staff Presentation

ORDINANCE NO. 2026-1646

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING SECTION 9-1-1 (ADOPTION BY REFERENCE) OF ARTICLE 9-1 (TECHNICAL CODES) OF CHAPTER 9 (BUILDINGS AND BUILDING REGULATIONS) OF THE GOODYEAR CITY CODE.

WHEREAS, the Mayor and Council deem it necessary to adopt certain rules and regulations controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use and maintenance of, heating, cooling, ventilating, process piping, refrigerator systems, incinerator or other heat-producing appliance and to adopt certain rules and regulations to regulate the erection, construction, enlargement, alteration, repair, moving, removal, and demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings or structures in order to protect the public health, safety and welfare and both public and private property;

WHEREAS, the International Code Council, through a process involving all stakeholders impacted by building construction codes, have developed business construction codes for various aspects of construction including but not limited to residential building codes, building codes, mechanical codes and plumbing codes;

WHEREAS, in addition to the codes adopted by the International Code Council, national industry groups, through a process involving all affected stakeholders, have delivered uniform codes in specific fields such as the National Electric Code;

WHEREAS, these international codes and national codes have been designed to be used nationally across the United States to provide uniformity in the building construction industry;

WHEREAS, uniformity in the building construction codes allows builders to use plans and construction drawings across jurisdictions, thereby facilitating development by saving time and money;

WHEREAS, the uniform codes are supported by organizations such as the Arizona Building Officials, National Association of Homebuilders, FEMA and the American Institute of Architects;

WHEREAS, city staff have reviewed the construction codes for the various aspects of construction including but not limited to residential building codes, building codes, mechanical codes, plumbing codes, gas codes, electric codes and property maintenance codes; and

WHEREAS, amendments to these various standardized codes are needed to address issues specific to the City of Goodyear and to ensure consistency between existing City Ordinances, standard policies and regulations.

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

SECTION 1. DECLARATION OF PUBLIC RECORDS

That certain document titled "Amendment to Section 9-1-1 of Article 9-1 of Chapter 9 of the Goodyear City Code" a copy of which is attached hereto as

Exhibit A, is hereby declared a public record and incorporated herein by this reference.

That certain document titled "2024 International Building Code" including Appendices C, H and O as published by the International Code Council" is hereby declared a public record and incorporated herein by this reference.

That certain document titled "2024 International Mechanical Code" as published by the International Code Council is hereby declared a public record and incorporated herein by this reference.

That certain document titled "2024 International Plumbing Code" as published by the International Code Council is hereby declared a public record and incorporated herein by this reference.

That certain document titled "2024 International Fuel Gas Code" as published by the International Code Council is hereby declared a public record and incorporated herein by this reference.

That certain document titled "2024 International Energy Conservation Code" as published by the International Code Council is hereby declared a public record and incorporated herein by this reference.

That certain document titled "2024 International Existing Building Code" as published by the International Code Council is hereby declared a public record and incorporated herein by this reference.

That certain document titled "2023 NFPA 70 National Electric Code", including only ANNEXES C and D as published by the National Fire Protection Association is hereby declared a public record and incorporated herein by this reference.

That certain document titled "2017 ICC A117.1 Accessible and Usable Buildings and Facilities" Code as published by the International Code Council is hereby declared a public record and incorporated herein by this reference.

That certain document titled "2010 ADA Standards for Accessible Design" as published by the United States Department of Justice is hereby declared a public record and incorporated herein by this reference.

That certain document titled "2024 NFPA 99 Health Care Facilities Code" as published by the National Fire Protection Association is hereby declared a public record and incorporated herein by this reference.

That certain document titled "2024 International Residential Code" including Appendices BB, BF, BG, CA, CB, CE and CF as published by the International Code Council is hereby declared a public record and incorporated herein by this reference.

That certain document titled "2024 International Property Maintenance Code" as published by the International Code Council is hereby declared a public record and incorporated herein by this reference.

Either three (3) paper copies or one (1) paper copy and one (1) electronic copy, maintained in compliance with A.R.S. 44-7041, of the aforementioned documents being declared public records herein is ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

SECTION 2. AMENDING SECTION 9-1-1 OF ARTICLE 9-1 OF CHAPTER 9 OF THE GOODYEAR CITY CODE:

Section 9-1-1 of Article 9-1 of Chapter 9 of the Goodyear City Code is hereby deleted in its entirety and amended as set forth in that certain document titled, "Amendment to Section 9-1-1 of Article 9-1 of Chapter 9 of the Goodyear City Code" which is attached to this Ordinance 2026-1646 as Exhibit A, and is declared a public record, a copy of which is on file with the City Clerk of the city of Goodyear in compliance with A.R.S. 44-7041 and which is referred to, adopted and made a part hereof as if fully set forth in this Ordinance.

SECTION 3. REPEAL OF ORDINANCE NO. 2019-1437

Ordinance No. 2019-1437 is hereby repealed as of the effective date of this Ordinance No. 2026-1646. The repeal of this ordinance does not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

SECTION 4. IMPLEMENTATION

The codes and amendments thereto adopted by this Ordinance 2026-1646, shall apply to all applications for building permits submitted on or after the effective date of this Ordinance 2026-1646 except as provided herein:

- A. Applications for permits submitted for review will be reviewed using the building construction codes in effect at the time of submittal.
 - 1. Subdivisions will not be treated as a whole for purposes of the application of construction building codes. Depending on the application dates, some houses may be under construction using the building construction codes and amendments adopted by Ordinance 2019-1437.
- B. Standard home plans approved under the building construction codes and amendments adopted thereto by Ordinance 2019-1437 will remain valid until one (1) year following the effective date of this Ordinance 2026-1646 and shall expire thereafter.
- C. To prevent unnecessary delays and costs related to redesigns, for a period of ninety (90) days after the effective date of this Ordinance 2026-1646 all commercial and/or industrial projects may request to have the project reviewed using the building construction codes and amendments thereto adopted by Ordinance 2019-1437.

- D. All permits issued under the building construction codes and the amendments thereto adopted by Ordinance 2019-1437 that have expired (no work within 180 days after issuance), must comply with this Ordinance 2026-1646 and the codes adopted herein prior to being renewed or reissued.

SECTION 5. CORRECTIONS

The City Clerk and his/her designee, the City Attorney and his/her designee, 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 6. SEVERABILITY

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

SECTION 7 EFFECTIVE DATE

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

SECTION 8. RECORDATION

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

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 23rd day of March, 2026.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

EXHIBIT A

Amendment to Section 9-1-1 of Article 9-1 of Chapter 9 of the Goodyear City Code

Upon Council Adoption of Ordinance No. 2026-1646, Section 9-1-1 of Article 9-1 of Chapter 9 of the Goodyear City Code is hereby deleted in its entirety and replaced with the following:

§ 9-1-1 Adoption by reference.

(A) *Adoption of International Building Code.* That certain document known as the "2024 International Building Code" including Appendices C, H and O ("International Building Code") as published by the International Code Council, is hereby referred to, adopted and made a part hereof as if fully and completely set forth herein except as amended below.

1. The 2024 International Building Code, including Appendices C, H and O as adopted by the Mayor and Council of the City of Goodyear, is hereby amended as follows:

(a) CHAPTER 1 "ADMINISTRATION," is hereby amended as follows:

Section [A] 101.1 "Title," is hereby deleted in its entirety and replaced with the following:

[A] 101.1 Title.

These regulations shall be known as the Building Code of the City of Goodyear, hereinafter referred to as "this code." The fees and administrative provisions of this Chapter of this Code, as amended, shall apply to all technical codes as adopted and amended by the City of Goodyear.

Section [A] 101.2 "Scope," is hereby deleted in its entirety and replaced with the following:

[A] 101.2 Scope.

The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception: Detached one- and two-family dwellings and townhouses not more than three stories above grade plane in height with a separate means of egress, and their accessory structures not more than three stories above grade plan in height, shall comply with this code of the International Residential Code. Where preempted by the Arizona Revised Statutes, accessory dwelling units (ADUs), duplexes, townhouses, triplexes, and

EXHIBIT A

fourplexes shall comply with the International Residential Code.

Section [A] 101.4 “Referenced Codes,” is hereby deleted in its entirety and replaced with the following:

[A] 101.4 Referenced codes.

The codes and standards referenced herein shall be those that are listed in Chapter 35 and such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in sections 101.4.1 through 101.4.11, adopted by the City of Goodyear, as amended, and referenced elsewhere in this code shall be considered to be part of the requirements of this code to the prescribed extent of each such reference.

Section [A] 101.4.1 “Gas,” is hereby deleted in its entirety and replaced with the following:

[A] 101.4.1 Gas.

The provisions of the International Fuel Gas Code, including Appendices A, B and C shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

Section [A] 101.4.2 “Mechanical,” is hereby deleted in its entirety and replaced with the following:

[A] 101.4.2 Mechanical.

The provisions of the International Mechanical Code, including Appendix A shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

Section [A] 101.4.3 “Plumbing,” is hereby deleted in its entirety and replaced with the following:

[A] 101.4.3 Plumbing.

The provisions of the International Plumbing Code, including Appendices B, D and E, shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the International Private Sewage Disposal Code shall apply to private sewage disposal systems.

Section [A] 101.4.4 “Property maintenance” is deleted in its entirety and replaced with the following:

EXHIBIT A

[A] 101.4.4 Property maintenance.

The provisions of the International Property Maintenance Code, including Appendix A shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

Section [A] 101.4.5 “Fire prevention,” is hereby deleted in its entirety and replaced with the following:

[A] 101.4.5 Fire prevention.

The provisions of the International Fire Code, including Appendices B,C, D, E, F, G, H, I and L, shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

Section [A] 101.4.6 “Energy,” is hereby deleted in its entirety and replaced with the following:

[A] 101.4.6 Energy.

The provisions of the International Energy Conservation Code shall apply to all matters governing the design and construction of buildings for energy efficiency.

Section [A] 101.4.7 “Existing buildings,” is hereby deleted in its entirety and replaced with the following:

[A] 101.4.7 Existing buildings.

The provisions of the International Existing Building Code shall apply to all matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

Section [A] 101.4.8 “Accessibility,” is hereby deleted in its entirety and replaced with the following:

[A] 101.4.8 Accessibility.

The provisions of the ICC A117.1 Accessible and Usable Buildings and Facilities 2017 Edition, shall apply to all matters governed by this code. In addition, the 2010 ADA Standards for Accessible Design, as adopted and amended by the governing authority. In the event of a conflict between the two, the more restrictive requirements shall apply.

Section [A] 101.4.9 “Electrical,” is hereby deleted in its entirety and replaced with the following:

EXHIBIT A

[A] 101.4.9 Electrical.

The provisions of NFPA 70 National Electrical Code, shall apply to all matters governing the design and construction of electrical systems for all buildings and structures except those regulated by the International Residential Code for One and Two-Family Dwellings, as adopted and amended by the governing authority.

Section [A] 101.4.10 “Health care facilities,” is hereby deleted in its entirety and replaced with the following:

[A] 101.4.10 Health care facilities.

The provisions of NFPA 99 Health Care Facilities Code shall apply to all matters governing the design and construction of Health Care Facilities.

Section [A] 101.4.11 “Residential,” is hereby deleted in its entirety and replaced with the following:

[A] 101.4.11 Residential.

The provisions of the International Residential Code For One and Two-Family Dwellings including Appendices BB, BF, BG, CA, CB, CE and CF as adopted and amended by the governing authority shall apply to all matters governing the design and construction of one and two-family dwelling units. Where preempted by the Arizona Revised Statutes accessory dwelling units (ADUs), duplexes, townhouses, triplexes, and fourplexes shall comply with the International Residential Code.

Section [A] 102.4 “Referenced codes and standards,” is hereby deleted in its entirety and replaced with the following:

[A] 102.4 Referenced codes and standards.

The codes and standards referenced in this code shall be considered to be part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Section 102.4.1.

Section [A] 102.4.1 “Conflicts,” is hereby deleted in its entirety and replaced with the following:

[A] 102.4.1 Conflicts.

Where conflicts occur between provisions of this code and referenced codes and standards, in this code or between the provision of this code and any state, local and/or federal laws, rules, and regulations, including by way of example, the City of Goodyear Engineering Design Standards and Policies and technical codes adopted by the governing authority, the most restrictive requirements apply.

Exceptions:

1. Where enforcement of a code provision would violate the conditions of the listing of equipment or appliances as approved by the City of Goodyear, the conditions of the listing and manufacturer's instructions

EXHIBIT A

shall apply.

2. Where there is a provision contained in another adopted technical code that is not addressed in this code, then the provision of the technical code shall apply.

Section [A] 102.4.2 “Provisions in referenced codes and standards,” is hereby deleted in its entirety.

Section [A] 102.7 “Maintenance,” is hereby added as follows:

[A] 102.7 Maintenance.

Mechanical, plumbing, and fuel gas systems, both existing and new, and parts thereof shall be maintained in proper operating condition in accordance with the original design and in a safe and sanitary condition. Devices or safeguards which are required by this code shall be maintained in compliance with the code edition under which they were installed. The owner or the owner’s designated agent shall be responsible for maintenance of such systems. To determine compliance with this provision, the building official shall have the authority to require a system to be re-inspected. The inspection for maintenance of HVAC systems shall be done in accordance with ASHRAE/ACCA/ANSI Standard 180.

Section [A] 102.8 “Additions, Alterations or repairs,” is hereby added as follows:

[A] 102.8 Additions, alterations or repairs.

Additions, alterations, renovations or repairs to a mechanical, plumbing, or fuel gas system shall conform to that required for a new system without requiring the existing system to comply with all of the requirements of this code. Additions, alterations, renovations or repairs shall not cause an existing system to become unsafe, hazardous or overloaded. Minor additions, alterations, renovations and repairs to existing systems shall meet the provisions for new construction, unless such work is done in the same manner and arrangement as was in the existing system, is not hazardous and is *approved*.

Section [A] 102.9 “Change in occupancy,” is hereby added as follows:

[A] 102.9 Change in occupancy.

It shall be unlawful to make any change in the occupancy of any structure that will subject the structure to any special provision of this code applicable to the new occupancy without approval of the building official. The building official shall certify that such structure meets the intent of the provisions of law governing building construction for the proposed new occupancy and that such change of occupancy does not result in any hazard to the public health, safety or welfare.

Section [A] 104.10 “Flood hazard areas,” is hereby added as follows:

EXHIBIT A

[A] 104.10.1 Flood hazard areas.

The building official shall not grant any modification in conflict with *flood hazard areas* as established by City code Article 16-3

Section [A] 105.1 “Required,” is hereby deleted in its entirety and replaced with the following:

[A] 105.1 Required.

Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit. Permits are non-transferable without authorization of the building official, and any change in occupancy, operation, tenancy or ownership shall require a new permit.

Section [A] 105.1.1 “Annual permit,” is hereby deleted in its entirety and replaced with the following:

[A] 105.1.1 Reserved.

Section [A] 105.1.2 “Annual permit records,” is hereby deleted in its entirety and replaced with the following:

[A] 105.1.2 Reserved.

Section [A] 105.2 “Work exempt from permit,” under subsection “Building,” is amended as follows, items 1, 2 and 14 are hereby deleted in their entirety and replaced with the following:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided that the floor area is not greater than 120 square feet (11 m²) on commercial properties and 200 square feet (18.5 m²) on residential properties.

2. Fences not over 6 feet (1828.8 mm) high.

14. Re-roofing with the same type of material as the original roofing considered like for like residential re-roofs for one and two-family dwellings as regulated by the International Residential Code.

Section [A] 105.2 “Work exempt from permit,” under subsection “Building,” is amended as follows, item 4 concerning retaining walls that are not over four (4) feet in height is hereby deleted in its entirety.

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Section [A] 105.2 “Work exempt from permit,” subsection “Electrical,” is hereby deleted in its entirety and replaced with the following:

Electrical Commercial Application:

1. Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
2. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions and do apply to equipment and wiring for a power supply and the installations of towers and antennas.
3. Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Electrical One and Two-family Dwellings application:

1. Listed cord-and-plug connected temporary decorative lighting.
2. Reinstallation of attachment plug receptacles but not the outlets therefore.
3. Replacement of branch circuit overcurrent devices of the required capacity in the same location.
4. Electrical wiring, devices, appliances, apparatus or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy.
5. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Section [A] 105.2 Subsection “Gas,” is hereby amended to add Item 3 as follows:

3. Replacement of gas water heating appliances by a licensed contractor, of equal or less BTU/CFH rating and without modification to electrical, mechanical and plumbing connections necessary to serve the new appliance.

Section [A] 105.2 Subsection “Mechanical” is hereby amended to add Items 8, 9 and 10 as follows:

8. Portable fuel cell appliances that are not connected to affixed piping system and are not interconnected to a power grid.

EXHIBIT A

9. Repair or replacement in kind, by a licensed contractor, of refrigeration units not over 5 tons (17.5 kW) of refrigeration capacity, when located outdoors.
10. Replacement equipment shall be in the same location and equal to or less than the weight and height of that which is replaced.

Section [A] 105.2 subsection “Plumbing,” is hereby amended as follows to add Item 3:

3. Replacement of electric water heating appliances, by a licensed contractor, of equal or less amperage rating and without modification to electrical, mechanical and plumbing connections necessary to serve the new appliance.

Section [A] 105.3.3 “Approved construction documents,” is hereby added as follows:

[A] 105.3.3 Approved construction documents.

When the building official issues the permit where construction documents are required, the construction documents shall be endorsed in writing and stamped “APPROVED.” Such approved construction documents shall not be changed, modified or altered without authorization from the building official. All work shall be done in accordance with the approved construction documents.

Section [A] 105.5 “Expiration,” is hereby deleted in its entirety and replaced with the following:

[A] 105.5 Expiration.

Every permit issued shall expire by limitation and become null and void if the work authorized by such permit is not commenced within 180 days after its issuance or if the work authorized by such permit is suspended or abandoned for a period of 180 days after the work is commenced. The building official is authorized to grant, in writing, one or more extensions of time for a period of not more than 180 days provided that the permittee has demonstrated in writing that no changes have been made or will be made in the original construction documents for the permitted work and that justifiable cause exists for the failure to commence the work within 180 days or for the suspension or abandonment of the work after it was commenced. The fee for the extension shall be the cost of reviewing the application at a rate based on the current fee schedule with a minimum charge of one half hour. In order to renew action on a permit after expiration, a new permit fee, as determined by the building official, shall be paid based on the current fee schedule adopted by the City. Permits which have inspections requested that have been either approved or partially approved shall automatically extend the permit for an additional 180 days. Any other type of inspections shall not extend the permit for an additional 180 days.

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Section [A] 107.1 “General,” is hereby deleted in its entirety and replaced with the following:

[A] 107.1 General.

Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets, or a digital format where allowed by the building official, with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Exception:

The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

Section [A] 107.2 “Construction documents,” is hereby deleted in its entirety and replaced with the following:

[A] 107.2 Construction documents.

Construction documents shall be in accordance with Sections 107.2.1 through 107.2.10.

Section [A] 107.2.9 “Manufacturer’s installation instructions” is hereby added as follows:

[A] 107.2.9 Manufacturer’s installation instructions.

Manufacturer’s installation instructions, as required by this code, shall be available on the job site at the time of inspection.

Section [A] 107.2.10 “Information on braced wall design,” is hereby added as follows:

[A] 107.2.10 Information on braced wall design.

For buildings and structures utilizing braced wall design, braced wall lines shall be identified on the construction documents. Pertinent information including, but not limited to, bracing methods, location and length of braced wall panels and foundation requirements of braced wall panels and connections at top and bottom shall be provided.

Section [A] 108.3 “Temporary service utilities,” is hereby deleted in its entirety and replaced with the following:

[A]108.3 Temporary service utilities.

The building official is authorized to give permission to temporarily supply

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and use power in part of an electric installation before such utilities before an installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70 the code.

Section [A] 109.1 “Payment of fees,” is hereby deleted in its entirety and replaced with the following:

[A] 109.1 Payment of Fees.

A permit shall not be issued and shall not be valid until all ~~the~~ fees prescribed by law have been paid, nor shall an amendment to a permit be released until all additional fees, if any, have been paid.

Section [A] 109.1.1 “Building Permit Fees,” is hereby added as follows:

[A] 109.1.1 Building Permit Fees.

Building permit fees for new construction, buildings and additions are to be calculated based on the city user fee schedule adopted by council.

Section [A] 109.1.2 “Building Plan Review Fees,” is hereby added as follows:

[A] 109.1.2 Building Plan Review Fees.

Building plan review fees for permits for new construction, buildings, additions, and tenant improvements are to be calculated based on the city user fee schedule adopted by council.

Section [A] 109.1.3 “Fire Permit Fees,” is hereby added as follows:

[A] 109.1.3 Fire Permit Fees.

Fire permit fees for new construction, buildings, additions and tenant improvements are to be calculated based on the city user fee schedule adopted by council.

Section [A] 109.1.4 “Fire Plan Review Fees,” is hereby added as follows:

[A] 109.1.4 Fire Plan Review Fees.

Fire plan review fees for new construction, buildings, additions and tenant improvements are to be calculated based on the city user fee schedule adopted by council.

Section [A] 109.3 “Building permit valuations,” is hereby deleted in its entirety and replaced with the following:

[A] 109.3 Building permit valuations.

The applicant for a permit shall provide an estimated value valuation for which the permit is being issued at time of application. Permit valuations shall reflect the Such estimated valuations shall include total value of work,

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including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If where, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied valuation shall be set by the building official, unless the applicant can show detailed estimates to meet the approval of the building official. Final building valuation shall be set by the building official. For the purposes of determining valuations, the most current building valuation data table published by the International Code Council in Building Safety Journal magazine, shall be used. The valuation for any shell-only buildings shall be permitted to be reduced by 20 percent (20%). The valuation for any foundation-only permit shall be permitted to be reduced by 80 percent (80%), and is in addition to the permit and plan review for the structure. When a foundation only permit is authorized by the Building Official, it shall be permitted to include the foundation, interior underground utilities and any interior slab-work when so specified. Any valuation not specifically provided for shall be determined by the Building Official and shall be classified in the use and construction type it most nearly resembles.

Section [A] 109.4 “Work commencing before permit issuance,” is hereby deleted in its entirety and replaced with the following:

[A] 109.4 Work commencing before permit issuance.

Any person who commences work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees. This fee can be found in the city user fee schedule.

Section [A] 109.6 “Refunds” is hereby deleted in its entirety and replaced with the following:

[A] 109.6. Refunds.

The building official shall be permitted to authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than 65 percent (65%) of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Not more than 65 percent (65%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any examination time has been expended.

The Building Official shall not authorize refunding of any fee paid except upon written application filed by the original permittee not later than 90

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days after the date of fee payment.

Section [A] 109.7 Public School Fee Waiver is hereby added as follows:

[A] 109.7 Public School Fee Waiver.

Except as otherwise provided herein, the permit fees adopted in the city user fee schedule shall not apply to permitted work for public schools providing educational instruction for pupils in any combination of elementary grades or secondary grades Kindergarten through twelve. The fee waiver provided herein extends only to work on improvements that are owned by the public school. This waiver does not apply to the other fees set forth in Table 1-G of the city user fee schedule such as: inspections outside of normal business hours, reinspection fees, replications of plans and providing written responses to requests for information related to the building code or Building Safety Division policy issues. Public schools for purposes of this section are those schools that are funded wholly by public funds. Where preempted by Arizona Revised Statute A.R.S. 9-500.18, policy prohibits cities or towns from assessing or collecting development fees for streets or water sewer utility functions for developments funded in whole or in part from the New School Facilities Fund.

Section [A] 111.4, "Certificate of Completion," is hereby deleted in its entirety and replaced with the following:

[A] 111.4 Certificate of Completion.

After final inspection of a building or structure for which the permit was issued for only the building shell, if no violations of this code or of related land use and public health ordinances, rules and regulations have been discovered, or if such violations have been discovered and have been corrected, the building official shall issue a certificate of completion which shall contain the following:

1. The building permit number.
2. The address of the building.
3. The name and address of the owner.
4. A description of the building or that portion of the building for which the certificate is issued.
5. The name of the building official.
6. A statement that no portion of the building shall be occupied until tenant improvement permits are obtained and occupancy is approved.
7. The edition of the code under which the permit was issued.
8. The type of construction as defined in chapter 6.
9. Where an automatic sprinkler system is provided, whether the sprinkler system is required.
10. Any special stipulation and conditions of the building permit.
11. An explanation that the responsibility for the buildings compliance with the provisions of the city codes and for maintenance of the building rests exclusively with the permit applicants and their agents and the

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buildings owners.

Section [A] 111.5 “Posting Certificate of Occupancy/Certificate of Completion,” is hereby added as follows:

[A] 111.5 Posting Certificate of Occupancy/Certificate of Completion.

The certificate of occupancy and/or the certificate of completion shall be posted in a conspicuous place on the premises and shall not be removed except by the building official.

Section [A] 111.6 “Revocation,” is hereby added as follows:

[A] 111.6 Revocation.

The building official is authorized to suspend or revoke a certificate of occupancy or completion under the provisions of this code, in writing, wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of the provisions of this code or other ordinance of the jurisdiction.

Section [A] 112.2 “Temporary connection,” is hereby deleted in its entirety and replaced with the following:

[A] 112.2 Temporary utilities.

The building official shall have the authority to authorize the temporary connection of the building or system to utility sources of energy, fuel or power, or the water system or sewer system before the installation has been fully completed and a final certificate of completion has been issued. The portion of the structure covered by the temporary certificate shall comply with the requirements for temporary lighting, heat, water, sewer or power in all applicable technical codes as adopted by the governing authority, including NFPA 70 National Electric Code 2023 Edition as adopted by the governing authority.

Section 113 “MEANS OF APPEALS” and all subsections therein are hereby deleted in their entirety and replaced with the following:

SECTION 113 (BOARD OF APPEALS)

[A] 113.1 General.

There is hereby created a board of appeals (the “Board”) in order to hear and decide appeals of orders, notices, decision, or determinations made by the building official relative to the application and interpretation of this code and all other technical codes governing the construction, installation, alteration, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected to or attached to such structures as adopted by the governing authority, including by way of example, but not limitation, the International Fire Code, the International Residential Code for One and Two Family Dwellings, the International

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Plumbing Code, the International Fuel Gas Code, the International Mechanical Code, the International Property Maintenance Code, NFPA 70 National Electric Code, the International Energy Conservation Code, International Existing Building Code, ICC A117.1 Accessible and Usable Buildings and Facilities, NFPA 99 Standard for Health Care Facilities, and the 2010 ADA Standards for Accessible Design. (For purposes of Section 113 and sections 113.1 through 113.8 and all subsections therein the foregoing are collectively referred to as “technical codes.”) The Board shall be appointed by the governing authority and shall hold office at its pleasure.

[A] 113.1.1 By-laws.

Subject to the approval of the governing authority, the Board shall adopt by-laws, which shall include rules of procedure for conducting its business, which shall be consistent with applicable ordinances and regulations as adopted by the governing authority, including applicable provisions in the City of Goodyear Administrative Manual as adopted and amended by the governing authority, and shall, subject to the approval of the governing authority, have the power to amend the by-laws. If there is a conflict between the Board's by-laws and any other applicable legal requirement governing appeals of decisions by the building official, the more restrictive provision shall apply. The governing authority may, at its own direction, amend the Board's by-laws.

[A] 113.2 Membership.

The Board shall consist of five members, none of whom may be an employee of the City of Goodyear, appointed by the governing authority and who shall serve for the terms as set forth in the adopted by-laws unless removed by the governing authority.

[A] 113.2.1 Qualifications. The Board shall consist of members who are qualified by experience and training to hear, decide, and make the determinations on the matters for which the Board is created, and who are not employees of the City of Goodyear. To the extent possible, the Board's membership shall include at least one individual from each of the following professions or discipline:

1. Registered design professional who is a registered architect; or a builder or superintendent of building construction with at least 10 years' experience, 5 years of which shall have been in responsible charge of work.
2. Registered design professional with structural engineering or architectural experience.
3. Registered design professional with mechanical and plumbing engineering experience; or a mechanical and plumbing contractor with at least 10 years' experience, 5 years of which shall have been in responsible charge of work.

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4. Registered design professional with electrical engineering experience; or an electrical contractor with at least 10 years' experience, 5 years of which shall have been in responsible charge of work.
5. Registered design professional with fire protection engineering experience; or a fire protection contractor with at least 10 years' experience, 5 years of which shall have been in responsible charge of work.

If the building official does not receive applications from individuals meeting the foregoing criteria, the governing authority shall appoint other individuals who have been determined by the building official to have experience, and training that will allow them to hear, decide and make the determinations on the matters for which the Board is created.

[A] 113.2.2 Alternate members.

The governing authority shall appoint two alternate members who shall be called by the Board chairman to hear appeals during the absence or disqualification of a member. Alternate members shall possess the same qualifications as required for Board membership.

[A] 113.2.3 Disqualification of members.

A member shall not hear an appeal in which that member has a personal, professional or financial interest.

[A] 113.3 Reversal.

A decision of the building official or fire code official can be reversed or modified only upon a concurring vote of at least three of the board members hearing an appeal. Notwithstanding the foregoing, if the appeal involves a challenge related to the fire code or any fire safety requirements, the decision of the building official or fire code official can be reversed only upon a concurring vote of at least three of the board members hearing an appeal and one of the members voting for the reversal shall be the member of the board appointed based on his/her experience and/or training involving fire protection.

[A] 113.4 Hearing.

All hearings before the Board shall be open to the public. At least 4 of the members of the Board shall be present to hear any appeal, and for appeals involving a challenge related to the fire code or any fire safety requirements, one of the members hearing the appeal shall be the member of the board appointed based on his/her experience and/or training involving fire protection. The appellant, the appellant's representative, the building official, the fire code official and any other person whose interests are affected shall be given an opportunity to be heard.

[A] 113.4.1 Postponed hearing.

An appellant is entitled to a hearing before all 5 members of the Board and if all 5 members are not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.

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[A] 113.5 Limitation on authority.

An application for an appeal shall be based on a claim that the true intent of this code and the technical codes or the rules legally adopted thereunder have been incorrectly interpreted, do not fully apply, or an equally good or better form of construction is proposed. The Board shall have no authority to waive the requirement of this code of any other technical code.

[A] 113.6 Filing of Appeals.

Appeals of notices of violations and orders (other than those involving imminent dangers or unsafe structures and/or equipment) and of determinations or decisions on any application for a permit, including fire permits, shall be filed with building official in writing in a form and containing the information required by the Board of Appeals, within twenty (20) days of the date of such notice, order, decision, or determination. Appeals of notices and orders involving imminent dangers or unsafe structures and/or equipment shall be filed with the building official in writing in a form and containing the information required by the Board of Appeals, within three business days of the date of such notice or order.

[A] 113.7 Stays of enforcement.

Timely and proper appeals of notices and orders (other than Imminent Danger notices or notices of unsafe structures or equipment) shall stay the enforcement of the notice and order until the appeal is heard by the appeals board.

[A] 113.8 Bar.

The failure to pursue a timely proper appeal with the Board of Appeals of orders, notices, decision, or determinations made by the building official relative to any of the matters within the Board of Appeals jurisdiction, shall bar a later challenge in any prosecution of a violation as to the building officials application or interpretation of this code and all other technical codes governing the construction, installation, alteration, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected to or attached to such structures as adopted and amended by the governing authority.

Section [A] 114.1 “Unlawful acts,” is hereby deleted in its entirety and replaced with the following:

[A] 114.1 Unlawful acts.

It shall be unlawful for:

1. Any person to erect, construct, install, alter, extend, repair, move, remove or demolish any building, structure, premises, system or equipment regulated by this code in violation of any of the provision of this code; or to cause or allow same to be done;

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2. Any person to erect, construct, install, alter, extend, repair, move, remove or demolish any building, structure, premises, system or equipment in violation of approved construction plans or any direction of the building official or of a permit or certificate issued under the provisions of this code or to cause or allow same to be done;
3. Any person to occupy or use any building, structure, premises, system, or equipment regulated by this code in violation of any provisions of this code or any direction of the building official or of a permit or certificate issued under the provisions of this code, or to cause or allow same to be done;
4. Any Owner to fail to take actions necessary to correct conditions in any building, structure, or equipment regulated by this code that is in violation of any provisions to bring such building, structure or equipment in compliance with the provisions of this code;
5. Any person to violate or fail to comply with notices and orders issued pursuant to the enforcement of this code, including by way of example, but not limitation, provisions of notices of violations, notices of unsafe conditions, and stop work orders.

Section [A] 114.2 “Notice of violation,” is hereby deleted in its entirety and replaced with the following:

[A] 114.2 Notice of violation.

Whenever the building official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, the building official may provide a written warning by attaching the warning in a conspicuous place in or about the structure affected by such notice. Such warnings shall include at least the following, a description of the real estate sufficient for identification, description of the violation(s) and why the notice is being issued and the corrective actions that need to be taken. Whenever the building official determines that there has been a violation of this code or has grounds to believe that a violation has occurred and the building official wants to prosecute such violation, notice of the violation or order shall be given to the person(s) responsible for the violation in the manner prescribed in Sections 114.2.1 and 114.2.2 below.

Section [A] 114.2.1 “Form of notice,” is hereby added as follows:

[A] 114.2.1 Form of notice.

A notice of violation or order prescribed in Section 114.2 shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.

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3. Include a statement of the violation or violations and why the notice is being issued.
4. Correction orders shall be included in the notice which shall provide a reasonable time to make the repairs and improvements required or to take other such actions needed for compliance with the provisions of this code.
5. Include information on the right to appeal the notice of violation or order.
6. Include a statement of the right of the governing authority to file a lien in accordance with the provisions of Section 114.3 Prosecution of violation.

Section [A] 114.2.2 “Method of service” is hereby added as follows:

[A] 114.2.2 Method of service.

A notice of violation or order prescribed in Section 114.2.1 shall be deemed to be served if a copy of the notice or order is:

1. Delivered personally; or
2. Mail by certified mail with return receipt requested to the last known address; or
3. If the notice or order is returned showing that the notice or order was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice or order.

If more than one person owns a building or structure that is the subject of a notice or order service to just one of the owners satisfies the requirement of providing the owner notice.

Service of a notice or order in the foregoing manner upon an owner's agent, or upon the person responsible for the structure shall constitute service of notice upon the owner.

Section [A] 114.2.3 “Unauthorized Tampering,” is hereby added as follows:

[A] 114.2.3 Unauthorized Tampering.

Signs, tags or seals posted or affixed by the building official shall not be mutilated, destroyed, tampered with, or removed without authorization from the building official.

Section [A] 114.3 “Prosecution of violation,” is hereby deleted in its entirety and replaced with the following:

[A] 114.3 Prosecution of violation.

Any person failing to comply with a notice of violation or order prepared and served in accordance with Sections 114.2.1 and 114.2.2 shall be deemed

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guilty of a misdemeanor and shall be subject to the penalties as prescribed by law. Such violations shall be deemed a strict liability offense. If the notice of violation is not complied with, the building official is authorized to request legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity (or both) to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provision of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Section [A] 114.4 “Violation penalties,” is hereby deleted in its entirety and replaced with the following:

[A] 114.4 Violation penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters, or repairs a building or structure in violation of the approved construction documents or directive of the building official or of a permit or certificate issued under the provisions of this code; or who fails to comply with a notice of violation or order prepared and served in accordance with Sections 114.2.1 and 114.2.2 shall be deemed guilty of a misdemeanor and shall be subject to the penalties as prescribed by law. Violations shall be deemed a strict liability offense. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section [A] 114.5 “Abatement of violation,” is hereby added as follows:

[A] 114.5 Abatement of Violation.

The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to prevent unlawful construction or to restrain, correct or abate a violation, or to prevent illegal occupancy of a building, structure or premises, or to stop an illegal act, conduct, business or use of any of the systems installed on or about any of the premises.

Section [A] 114.6 “Transfer of ownership,” is hereby added as follows:

[A] 114.6 Transfer of ownership.

It shall be unlawful for the owner of any building or structure who has received a notice of violation or order or upon whom a notice of violation or order has been served to sell, transfer, mortgage, lease or otherwise dispose of such building or structure to another until the provisions of the notice of violation or order have been complied with, or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any notice of violation or order issued by the building official and shall furnish to the building official a signed and notarized statement that the grantee, transferee, mortgagee or lessee, acknowledges the receipt of such notice of violation or order and fully accepts responsibility without

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condition for making the correction or repairs required by such notice of violation or order.

Section [A] 115.2 “Issuance,” is hereby deleted in its entirety and replaced with the following:

[A] 115.2 Issuance.

The stop work order shall be in writing and shall comply with the requirements of section 114.2.1 as supplemented herein. The stop work order shall include a description of work that is being performed in a manner that is contrary to the provisions of this code, dangerous and or unsafe, and the required repairs, improvements or actions needed to be taken to remove a violation or unsafe condition. Such notice shall require the person served to declare immediately to the building official his or her acceptance or rejection of the terms of the order.

Section [A] 115.2.1 “Service,” is hereby added as follows:

[A] 115.2.1 Service.

The stop work order shall be served on the owner, the owner’s agent or the person doing the work. Service of such order shall be made in accordance with the requirements of 114.2.2.

Section [A] 115.2.2 “Imminent danger,” is hereby added as follows:

[A] 115.2.2 Imminent danger.

Where an imminent danger exists, the building official shall not be required to give a written notice prior to stopping the work.

Section [A] 116.3 “Notice,” is hereby deleted in its entirety and replaced with the following:

[A] 116.3 Notice.

If an unsafe condition is found, the building official shall serve a written notice on the owner, agent or person in control of the structure, that complies with the requirements of section 114.2.1 as supplemented herein. The notice shall include a description of the condition deemed unsafe and a description of the required repairs or improvements that need to be made to abate the unsafe condition or that requires the unsafe structure to be demolished. The notice shall also include a deadline by which the repairs, improvements or demolition must be completed. Such notice shall require the person thus notified to declare immediately to the building official his or her acceptance or rejection of the terms of the order.

Section [A] 116.4 “Method of service,” is hereby deleted in its entirety and replaced with the following:

[A] 116.4 Method of service.

Service of such notice shall be made in accordance with the requirements of section 114.2.2.

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(b) CHAPTER 2, “DEFINITIONS,” is hereby amended as follows:

Section 201.1 “Scope,” is hereby deleted in its entirety and replaced with the following:

201.1 Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meaning shown in this chapter regardless of whether the words are italicized, capitalized, or otherwise designated in the text as being a defined term.

Section 201.3 “Terms defined in other codes,” is hereby deleted in its entirety and replaced with the following:

201.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the International Energy Conservation Code, International Fuel Gas Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Residential Code for One and Two Family Dwellings, International Property Maintenance Code, and the International Existing Building Code as adopted by the governing authority, such terms shall have the meanings ascribed to them in those codes.

Section 202 “DEFINITIONS,” is hereby deleted in its entirety and replaced with the following:

CODE OFFICIAL: Building Official shall be individual charged with the administration and enforcement of this code and all other technical codes governing the construction, installation, alteration, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected to or attached to such structures as adopted and amended by the governing authority, or that individual's duly authorized representative(s). The technical codes referred to herein include by way of example, but not limitation, the International Residential Code for One and Two Family Dwellings, the International Existing Building Code, the International Fuel Gas Code, the International Mechanical Code, the International Plumbing Code, the International Property Maintenance Code, the NFPA 70 National Electric Code, the International Energy Conservation Code, the ICC A117.1 Accessible and Usable Buildings and Facilities, the NFPA 99 Standard for Health Care Facilities, and 2010 ADA Standards for Accessible Design.

CONFLICT: A situation in which it is impossible to comply with provisions applicable to the same subject; a conflict does not exist when different provisions address the same subject and each can be complied with without violating either provision.

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EASEMENT: That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above said lots.

GOVERNING AUTHORITY: The Mayor and Council of the City of Goodyear.

IMMINENT DANGER: A condition that could cause serious or life threatening injury at any time.

OCCUPANCY: The purpose for which a building, structure, or portion thereof is utilized or occupied.

OWNER: Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

OPERATOR: Any person who has charge, care, or control of a structure or premises which is let or offered for occupancy.

PERSON: An individual, corporation, partnership or any other group acting as a unit.

PREMISES: A lot, plot or parcel of land, easement or public way including any structures thereon.

STRICT LIABILITY OFFENSE: The violation of a law or rule where the governing authority does not have to prove the violator's intent or negligence as part of its case. It is enough to prove that the defendant either did an act which was prohibited or failed to do an act which the defendant was legally required to do.

TEMPORARY: For a period not to exceed 180 days.

(c) CHAPTER 3, "USE AND OCCUPANCY CLASSIFICATION," is hereby amended as follows:

Section 308.2.4 "Five or fewer persons receiving custodial care," is hereby deleted in its entirety and replaced with the following:

308.2.4 Five or fewer persons receiving custodial care.

A facility with five or fewer persons receiving custodial care shall be classified as Group R-3 or shall comply with the International Residential Code provided an automatic sprinkler system is installed in accordance with, Section 903.3.1.3, or Section P2904 of the International Residential Code. Automatic sprinkler systems are not required in one- and two- family (Group R-3) structures complying with the exceptions noted under Section 903.2.8.

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Section 308.2.5 “Arizona State Department of Health Facilities,” is hereby deleted in its entirety and replaced with the following:

308.2.5 Arizona State Department of Health Facilities.

All facilities licensed by the State of Arizona Department of Health Services, further known, but not limited to, as directed care, personal care, supervisory care and behavioral residential agency, housing at least six (6) and not more than ten (10) persons, shall be considered a Group R-4.

Section 310.4.1 “Care facilities within a dwelling,” is hereby deleted in its entirety and replaced with the following:

310.4.1 Care facilities within a dwelling.

Care facilities for five (5) or fewer persons receiving care that are within a single-family dwelling are permitted to comply with the International Residential Code provided an automatic sprinkler system is installed in accordance with Section 903.3.1.3, or Section P2904 of the International Residential Code. Automatic sprinkler systems are not required in one- and two- family (Group R-3) structures complying with the exceptions noted under Section 903.2.8.

Section 310.5 “Residential Group R-4,” is hereby deleted in its entirety and replaced with the following:

310.5 Residential Group R-4.

Residential Group R-4 occupancy shall include buildings, structures or portions thereof for more than five (5) but not more than sixteen (16) persons, excluding staff, who reside on a 24-hour basis in a supervised residential environment and receive custodial care. Buildings of Group R-4 shall be classified as one of the occupancy conditions specified in Section 310.5.1 or 310.5.2. This group shall include, but not be limited to, the following:

- Alcohol and drug centers
- Assisted living facilities
- Congregate care facilities
- Convalescent facilities
- Group homes
- Halfway houses
- Residential board and custodial care facilities
- Social rehabilitation facilities

(d) CHAPTER 5 “GENERAL BUILDING HEIGHTS AND AREAS,” is hereby amended as follows:

Section [F] 502.1 “Address identification,” is hereby deleted in its entirety and replaced with the following:

[F] 502.1 Address Identification.

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New and existing buildings shall be provided with approved identification in accordance with section 505.1 through 505.1.9 and 505.3 through 505.3.8 of the International Fire Code as adopted by the governing authority.

Section 507.3 “Non-sprinklered, one-story buildings,” is hereby deleted in its entirety.

(e) CHAPTER 9 “FIRE PROTECTION AND LIFE SAFETY SYSTEMS”, is hereby amended as follows:

Section [F] 903.1 “General,” is hereby deleted in its entirety and replaced with the following:

[F] 903.1 General.

Approved automatic fire extinguishing systems shall be provided and installed in accordance with the International Fire Code as adopted by the governing authority.

Section [F] 903.2.8 “Group R,” is hereby deleted in its entirety and replaced with the following:

[F] 903.2.8 Group R.

An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area except as follows:

Exception:

Automatic sprinkler systems shall not be required in one- and two-family dwellings and R-3 occupancies that are less than 5,000 square feet when there is adequate water supply and an approved fire apparatus access road. When there is inadequate water supply or limited fire department access, automatic sprinkler systems shall not be required in one- and two-family dwellings and R-3 occupancies that are less than 3,600 square feet. The square footage shall be determined based on the total floor area, which includes the living area, attached garages and areas under roof or horizontal projections, including but not limited to, porches, sunrooms, courts, etc. Detached structures not satisfying the required fire separation distance shall be considered as part of the total square footage of the main structure. (This exception does not apply to care facilities located in one- or two-family dwellings where the occupants are incapable of self-preservation or build to rent properties.)

Section 903.2.8.4 “Single stair buildings,” is hereby added as follows:

903.2.8.4 Single stair buildings.

Where a residential structure, more than three (3) stories, is constructed with a single access point stair, the following are required:

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The automatic fire sprinkler system shall be designed and installed per Section 903.3.1.1 throughout the entire structure.

A complete automatic fire alarm system, to include occupant notification, is to be installed throughout the structure per Section 907.2.9.1.

The single access stair is to be designed as a two (2) hour-rated enclosure and is to be pressurized.

The storage of micro-mobility devices, electric bicycles, electric scooters, etc. is not permitted inside the dwelling units. A separate two (2) hour-rated room is to be provided for residents for the storage of these types of devices.

Single access point buildings are not permitted in buildings designed for "Independent Living"¹ or "Senior Living".

¹Independent Living refers to housing options that allow seniors to live independently in their own apartments or homes within a community setting. These communities often provide amenities like dining, activities, and transportation to enhance residents' quality of life. While emphasizing independence, some communities may also offer optional services like housekeeping or meal preparation.

Section 903.2.8.5 "Special Requirements for Arizona State Department of Health Facilities," is hereby added as follows:

[F] 903.2.8.5 Special Requirements for Arizona State Department of Health Facilities.

All facilities as licensed by the State of Arizona Department of Health, further known, but not limited to, as directed care, personal care and supervisory care, housing at least six (6) and not more than ten (10) persons shall be considered a Group R-4.

[F] 903.2.8.6 Special Requirements for Group R-4 Occupancies," is hereby added as follows:

[F] 903.2.8.6 Special Requirements for Group R-4 Occupancies.
Fire sprinklers shall be installed in all attached garages.

Section 907.2.9.1 "Manual fire alarm system." is hereby deleted in its entirety and replaced with the following:

907.2.9.1 Manual fire alarm system.

A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-2 occupancies where any of the following conditions apply:

1. Any dwelling unit or sleeping unit is located three or more stories above the lowest level of exit discharge.

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2. Any dwelling unit or sleeping unit is located more than one story below the highest level of exit discharge of exits serving the dwelling unit or sleeping unit.
3. The building contains more than 16 dwelling units or sleeping units.
4. The building is more than three (3) stories and is constructed with a single access point stair.

Exceptions:

1. A fire alarm system is not required in buildings not more than two stories in height where all dwelling units or sleeping units and contiguous attic and crawl spaces are separated from each other and public or common areas by not less than 1-hour fire partitions and each dwelling unit or sleeping unit has an exit directly to a public way, egress court or yard
2. Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 and the occupant notification appliances will automatically activate throughout the notification zones upon a sprinkler water flow.

Section [P] 912.6 “Backflow protection,” is hereby deleted in its entirety and replaced with the following:

[P] 912.6 Backflow protection.

The potable water supply to automatic sprinkler and standpipe systems shall be protected against backflow as required by the International Plumbing Code adopted by the City of Goodyear and the City of Goodyear Engineering Design Standards and Policies Manual.

(f) CHAPTER 11, “ACCESSIBILITY,” is hereby amended as follows:

Section 1102.1 “Design,” is hereby deleted in its entirety and replaced with the following:

1102.1 Design.

Buildings and facilities shall be designed and constructed to be accessible in accordance with this code, ICC A117.1, and the 2010 ADA Standards for Accessible Design, as adopted by the governing authority. The requirements herein shall apply to new construction and alterations and are not required in buildings or portions of existing buildings that do not meet the standards and specifications unless expressly required by federal or state law.

(g) CHAPTER 12, “INTERIOR ENVIRONMENT,” is hereby amended as follows:

Section 1206.1 “Scope,” is hereby deleted in its entirety and replaced with the following:

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1206.1 Scope.

This section shall apply to common interior walls, partitions and floor/ceiling assemblies between adjacent dwelling units and sleeping units or between dwelling units and sleeping units and adjacent public use areas, and buildings as described in 1206.4.

Section 1206.4 “Sound Attenuation,” is hereby added as follows:

1206.4 Sound attenuation.

In order to achieve an interior noise level of forty-five (45) decibels in areas within the noise contours described in A.R.S. Section 28-8461, paragraph 8, subdivision (a), (b) or (c) as applicable, the following types of construction shall comply with the provisions of this section and 1206.4.1:

1. All new development and construction of portions of buildings where the public is received;
2. Office areas;
3. Where normal noise level is low for first occupancy (i.e. churches, libraries);
4. If the gross floor area of a structure or project is expanded by less than 50%, the requirements of this section only apply to the area of expansion. If the gross floor area of a structure or project is expanded by 50% or more the requirements of this section, apply to the entire structure

Exception:

Ancillary buildings used in agricultural land use are not subject to the construction standards contained herein.

Section 1206.4.1 Certification is hereby added as follows:

1206.4.1 Certification.

A certified statement by a licensed architect or Acoustic engineer, accrediting that the building area achieves the requirement of a maximum interior noise level of forty-five (45) decibels is required for all construction identified in 1206.4. The certified statement shall include documentation supporting the statement.

(h) CHAPTER 16, “STRUCTURAL DESIGN,” is hereby amended as follows:

Section 1612.3 “Establishment of flood hazard areas,” is hereby deleted in its entirety and replaced with the following:

1612.3 Establishment of flood hazard areas.

Flood hazard areas shall be established in conformance with City code Chapter 16 “Flood Damage Prevention,” Article 16-3 “General Provisions.”

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(i) CHAPTER 29, "PLUMBING SYSTEMS," is hereby amended as follows:

Table 2902.1, "Minimum Number of Required Plumbing Fixtures," footnote "e" is hereby deleted in its entirety and replaced with the following:

- e. For business and mercantile classifications with an occupant load of 50 or fewer, a service sink shall not be required.

Section 2902.2, "Exception 2," is hereby deleted in its entirety and replaced with the following:

- 2. Separate facilities shall not be required in structures or tenant spaces with a total occupant load, including both employees and customers, of 25 or fewer.

Section 2902.6 "Small occupancies," is hereby deleted in its entirety and replaced with the following:

2902.6 Small occupancies.

Drinking fountains shall not be required for an occupant load of 50 or fewer, except for mercantile use groups which shall not require drinking fountains for an occupant load of 100 or fewer.

(j) CHAPTER 31, "Special Construction," is hereby amended as follows:

Section 3109 "SWIMMING POOLS, SPAS AND HOT TUBS," is hereby deleted in its entirety and replaced with the following:

SECTION 3109 - SWIMMING POOL ENCLOSURES AND SAFETY DEVICES

Section 3109.1 General.

The City of Goodyear Zoning Ordinance Article 5 shall be used to determine barrier requirements for swimming pools and Maricopa County Environmental Services standards and by that entity.

(B) *Adoption of 2024 International Mechanical Code.* That certain document known as the 2024 International Mechanical Code as published by the International Code Council is hereby referred to, adopted and made a part hereof as if fully and completely set forth herein.

- 1. The 2024 International Mechanical Code as adopted by the Mayor and Council of the City of Goodyear, is hereby amended as follows:

(a) (1) CHAPTER 1, "SCOPE AND ADMINISTRATION," is hereby amended as follows:

Section 101.1 "Title," is hereby deleted in its entirety and replaced

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with the following:

[A] 101.1 Title.

These regulations shall be known as the Mechanical Code of the City of Goodyear, hereinafter referred to as "this code."

Section 102.8 "Referenced codes and standards," is hereby deleted in its entirety and replaced with the following:

[A] 102.8 Referenced codes and standards.

The codes and standards referenced herein shall be those that are listed in Chapter 15 and such codes and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.8.1 and 102.8.2.

Exception:

Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing and the manufacturer's installation instructions shall apply.

Section [A] 102.8.1 "Conflicts," is hereby deleted in its entirety and replaced with the following:

[A] 102.8.1 Conflicts.

Where conflicts occur between provisions of this code and standards referenced in this code or between the provision of this code and any state, local and/or federal laws, rules, and regulations, including by way of example, the City of Goodyear Engineering Design Standards and Policies as adopted by the governing authority and technical codes as adopted by the governing authority, the most restrictive requirements apply.

Exceptions:

1. Where enforcement of a code provision would violate the conditions of the listing of equipment or appliances as approved by the City of Goodyear, the conditions of the listing and manufacturer's instructions shall apply.
2. Where there is a provision contained in another technical code as adopted and amended by the governing authority that is not addressed in this code then the provision of the technical code shall apply.

Section 102.8.2 "Provisions in referenced codes and standards," is hereby deleted in its entirety.

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Part 2 – “Administration and Enforcement,” Sections 103 through 110 including all subsections is hereby deleted in its entirety and replaced with the following:

PART 2-ADMINISTRATION AND ENFORCEMENT. Refer to 2024 International Building Code sections 103 through 116.

(b) (2) CHAPTER 2, “Definitions” is hereby amended as follows:

Section 201.1 “Scope,” is hereby deleted in its entirety and replaced with the following:

201.1 Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meaning shown in this chapter regardless of whether the words are italicized, capitalized, or otherwise designated in the text as being a defined term.

Section 201.3 “Terms defined in other codes,” is hereby deleted in its entirety and replaced with the following:

201.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the International Energy Conservation Code, International Fuel Gas Code, International Fire Code, International Building Code, International Plumbing Code, International Residential Code for One and Two Family Dwellings, International Property Maintenance Code, and the International Existing Building Code as adopted by the governing authority, such terms shall have the meanings ascribed to them in those codes.

Section 202 “General Definitions,” is hereby amended as follows:

The definition “CODE OFFICIAL” is hereby deleted in its entirety and replaced with the following:

CODE OFFICIAL: The Building Official as defined in the International Building Code as adopted by the governing authority.

Section 202 “General Definitions,” is amended to add the following definitions:

CONFLICT: A situation in which it is impossible to comply with provisions applicable to the same subject; a conflict does not exist when different provisions address the same subject and can be complied with without violating either provision.

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EASEMENT: That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above said lots.

GOVERNING AUTHORITY: The Mayor and Council of the City of Goodyear.

IMMINENT DANGER: A condition that could cause serious or life threatening injury or death at any time.

OPERATOR: Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER: Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON: An individual, corporation, partnership or any other legal entity.

STRICT LIABILITY OFFENSE: An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited or failed to do an act which the defendant was legally required to do.

TEMPORARY: For a period not to exceed 180 days.

(C) *Adoption of 2024 International Plumbing Code.* That certain document known as the 2024 International Plumbing Code as published by the International Code Council is hereby referred to, adopted and made a part hereof as if fully and completely set forth herein.

1. The 2024 International Plumbing Code, as adopted by the Mayor and Council of the City of Goodyear, is hereby amended as follows:

(a) (1) CHAPTER 1 “SCOPE AND ADMINISTRATION,” is hereby amended as follows:

Section [A] 101.1 “Title,” is hereby deleted in its entirety and replaced with the following:

[A] 101.1 Title.

These regulations shall be known as the Plumbing Code of the City of Goodyear, hereinafter referred to as “this code.”

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Section [A] 101.2.1 “Appendices,” is hereby deleted in its entirety and replaced with the following:

[A] 101.2.1 Appendices. “Appendix B” Rates of Rainfall for Various Cities, “Appendix D” Degree Day and Design Temperatures and “Appendix E” Sizing of Water Piping System are hereby adopted in their entirety.

Section 102.8.1 “Conflicts,” is hereby deleted in its entirety and replaced with the following:

[A] 102.8.1 Conflicts.

Where conflicts occur between provisions of this code and standards referenced in this code or between the provision of this code and any state, local and/or federal laws, rules, and regulations, including by way of example, the City of Goodyear Engineering Design Standards and Policies as adopted by the governing authority and technical codes as adopted by the governing authority, the most restrictive requirements apply.

Exceptions:

1. Where enforcement of a code provision would violate the conditions of the listing of equipment or appliances as approved by the City of Goodyear, the conditions of the listing and manufacturer’s instructions shall apply.
2. Where there is a provision contained in another technical code as adopted and amended by the governing authority that is not addressed in this code then the provision of the technical code shall apply.

Section 102.8.2 “Provisions in referenced codes and standards” is hereby deleted in its entirety.

Part 2 – “Administration and Enforcement,” Sections 103 through 108 including all subsections is hereby deleted in its entirety and replaced with the following:

PART 2-ADMINISTRATION AND ENFORCEMENT. Refer to 2024 International Building Code sections 103 through 116.

(b) (2) CHAPTER 2, “Definitions” is hereby amended as follows:

Section 201.1 “Scope,” is hereby deleted in its entirety and replaced with the following:

201.1 Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meaning shown in this chapter

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regardless of whether the words are italicized, capitalized, or otherwise designated in the text as being a defined term.

Section 201.3 “Terms defined in other codes,” is hereby deleted in its entirety and replaced with the following:

201.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the International Energy Conservation Code, International Fuel Gas Code, International Fire Code, International Building Code, International Mechanical Code, International Residential Code for One and Two Family Dwellings, International Property Maintenance Code, and the International Existing Building Code as adopted by the governing authority, such terms shall have the meanings ascribed to them in those codes.

Section 202 “General Definitions,” is hereby amended as follows:

“CODE OFFICIAL,” is hereby deleted in its entirety and replaced with the following:

CODE OFFICIAL: The Building Official as defined in the International Building Code as adopted by the governing authority.

Section 202 is amended to add the following definitions:

CONFLICT: A situation in which it is impossible to comply with provisions applicable to the same subject; a conflict does not exist when different provisions address the same subject and can be complied with without violating either provision.

EASEMENT: That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above said lots.

GOVERNING AUTHORITY: The Mayor and Council of the City of Goodyear.

IMMINENT DANGER: A condition that could cause serious or life threatening injury or death at any time.

OPERATOR: Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER: Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

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PREMISES: A lot, plot or parcel of land, easement or public way including any structures thereon.

TEMPORARY: For a period not to exceed 180 days.

(c) (3) CHAPTER 4 “FIXTURES, FAUCETS AND FIXTURE FITTINGS,” is hereby amended as follows:

Table 403.1 Minimum Number of Required Plumbing Facilities footnote “e” is hereby amended as follows:

- e. For business and mercantile occupancies with an occupant load of 50 or fewer, service sinks shall not be required.

Section 403.2 “Separate Facilities Exception 2,” is hereby deleted in its entirety and replaced with the following:

Exceptions:

- 2. Separate facilities shall not be required in structures or tenant spaces with a total occupant load, including both employees and customers, of 25 or fewer.

Section 410.2 “Small Occupancies,” is hereby deleted in its entirety and replaced with the following:

410.2 Small Occupancies.

Drinking fountains shall not be required for an occupant load of 50 or fewer, except for mercantile use groups which shall not require drinking fountains for an occupant load of 100 or fewer.

(D) *Adoption of 2024 International Fuel Gas Code.* That certain document known as the 2024 International Fuel Gas Code as published by the International Code Council is hereby referred to, adopted and made a part hereof as if fully and completely set forth herein.

- 1. The 2024 International Fuel Gas Code, as adopted by the Mayor and Council of the City of Goodyear, is hereby amended as follows:

(a) (1) CHAPTER 1, “SCOPE AND ADMINISTRATION,” is hereby amended as follows:

Section 101.1 “Title,” is hereby deleted in its entirety and replaced with the following:

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[A] 101.1 Title.

These regulations shall be known as the Fuel Gas Code of the City of Goodyear, hereinafter referred to as “this code.”

Section 101.2.1 “Appendices,” is hereby deleted in its entirety and replaced with the following:

[A] 101.2.1: Appendices.

Appendix A Sizing and Capacities of Gas Piping, Appendix B Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances and Appliances Listed for use with Type B Vents, and Appendix C Recommended Procedure for Safety Inspection of an Existing Appliance Installation, are adopted in their entirety.

Section 102.8 “Referenced codes and standards,” is hereby deleted in its entirety and replaced with the following:

[A] 102.8 Referenced codes and standards.

The codes and standards referenced in this code shall be those that are listed in Chapter 8 and such codes and standards shall be considered to be part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.8.1 and 102.8.2.

Exception:

Where enforcement of a code provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing and the manufacturer’s installation instructions shall apply.

Section 102.8.1 “Conflicts,” is hereby deleted in its entirety and replaced with the following:

[A] 102.8.1 Conflicts.

Where conflicts occur between provisions of this code and standards referenced in this code or between the provision of this code and any state, local and/or federal laws, rules, and regulations, including by way of example, the City of Goodyear Engineering Design Standards and Policies as adopted by the governing authority and technical codes as

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adopted by the governing authority, the most restrictive requirements apply.

Exceptions:

1. Where enforcement of a code provision would violate the conditions of the listing of equipment or appliances as approved by the City of Goodyear, the conditions of the listing and manufacturer's instructions shall apply.
2. Where there is a provision contained in another technical code as adopted and amended by the governing authority that is not addressed in this code then the provision of the technical code shall apply.

Section 102.8.2 "Provisions in referenced codes and standards," is hereby deleted in its entirety.

Part 2 – Administration and Enforcement, Sections 103 through 114 including all subsections is hereby deleted in its entirety and replaced with the following:

PART 2-ADMINISTRATION AND ENFORCEMENT. Refer to 2024 International Building Code sections 103 through 116.

(b) (2) CHAPTER 2, "Definitions" is hereby amended as follows:

Section 201.1 "Scope," is hereby deleted in its entirety and replaced with the following:

201.1 Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meaning shown in this chapter regardless of whether the words are italicized, capitalized, or otherwise designated in the text as being a defined term.

Section 201.3 "Terms defined in other codes," is hereby deleted in its entirety and replaced with the following:

201.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the International Energy Conservation Code, International Plumbing Code, International Fire Code, International Building Code, International

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Mechanical Code, International Residential Code for One and Two Family Dwellings, International Property Maintenance Code, and the International Existing Building Code as adopted by the governing authority, such terms shall have the meanings ascribed to them in those codes.

Section 202 “General Definitions,” is hereby amended as follows:

“CODE OFFICIAL,” is hereby deleted in its entirety and replaced with the following:

CODE OFFICIAL: The officer or other designated authority charged with the administration and enforcement of this code or a duly authorized representative. Building Official as defined in the International Building Code as adopted by the governing authority.

Section 202 “Definitions,” is amended to add the following definitions:

CONFLICT: A situation in which it is impossible to comply with provisions applicable to the same subject; a conflict does not exist when different provisions address the same subject and can be complied with without violating either provision.

EASEMENT: That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above said lots.

GOVERNING AUTHORITY: The Mayor and Council of the City of Goodyear.

IMMINENT DANGER: A condition that could cause serious or life threatening injury or death at any time.

OPERATOR: Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER: Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the

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estate of any such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON: An individual, corporation, partnership or any other legal entity.

PREMISES: A lot, plot or parcel of land, easement or public way including any structures thereon.

STRICT LIABILITY OFFENSE: An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited or failed to do an act which the defendant was legally required to do.

TEMPORARY: For a period not to exceed 180 days.

(E) *Adoption of 2024 International Energy Conservation Code.* That certain document known as the 2024 International Energy Conservation Code as published by the International Code Council is hereby referred to, adopted and made a part hereof as if fully and completely set forth herein.

1. The 2024 International Energy Conservation Code as adopted by the Mayor and Council of the City of Goodyear, is hereby amended as follows:

(a) CHAPTER [CE] 1, "SCOPE AND ADMINISTRATION" is hereby amended as follows:

Section C101.1 Title is hereby amended as follows:

C 101.1 Title.

This code shall be known as the Energy Conservation Code of the City of Goodyear and shall be cited as such. It is referred to herein as "this code."

Section C101.2 "Scope," is hereby deleted in its entirety and replaced with the following:

C 101.2 Scope.

This code applies to commercial buildings and the buildings' sites and associated systems and equipment. Group R-2 shall have the option of complying under the residential provisions of this code, regardless of height. Designers shall stipulate residential energy efficiency and once stated as such on the submittal documents, all components of the residential provisions shall be followed.

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Part 2 – Administration and Enforcement, Sections C103 through C110 including all subsections is hereby deleted in its entirety and replaced with the following:

Part 2 – ADMINISTRATION AND ENFORCEMENT. Refer to 2024 International Building Code sections 103 through 116.

(b) CHAPTER 2 “Definitions,” is hereby amended as follows:

Section C201.1 “Scope,” is hereby deleted in its entirety and replaced with the following:

C 201.1 Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meaning shown in this chapter regardless of whether the words are italicized, capitalized, or otherwise designated in the text as being a defined term.

Section C201.3 “Terms defined in other codes,” is hereby deleted in its entirety and replaced with the following:

C 201.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the International Building Code, International Fuel Gas Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Residential Code for One- and Two-Family Dwellings, International Property Maintenance Code, or International Existing Building Code as adopted by the governing authority, such terms shall have the meanings ascribed to them in those codes.

Section C202 “General Definitions,” is hereby amended as follows:

“CODE OFFICIAL” is hereby deleted in its entirety and replaced with the following:

CODE OFFICIAL: The Building Official as defined in the International Building Code as adopted by the governing authority.

Section C202 “General Definitions,” is amended to add the following definitions:

CONFLICT: A situation in which it is impossible to comply with provisions applicable to the same subject; a conflict does not exist when different provisions address the same subject and can be complied with without violating either provision.

EASEMENT: That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above said lots.

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GOVERNING AUTHORITY: The Mayor and Council of the City of Goodyear.

IMMINENT DANGER: A condition which could cause serious or life-threatening injury or death at any time.

OPERATOR: Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER: Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON: An individual, corporation, partnership or any other group acting as a unit.

PREMISES: A lot, plot or parcel of land, easement or public way including any structures thereon.

STRICT LIABILITY OFFENSE: An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited or failed to do an act which the defendant was legally required to do.

TEMPORARY: For a period not to exceed 180 days

(c) Chapter [CE] 4 “COMMERCIAL ENERGY EFFICIENCY,” is hereby amended as follows:

C401.2 “Application,” is hereby deleted in its entirety and replaced with the following:

C401.2 Application.

Commercial buildings shall comply with one of the following:

1. The requirements of ANSI/ASHRAE/IESNA 90.1
2. The requirements of Sections C402 through C405. In addition, commercial buildings shall comply with Section C406 and tenant spaces shall comply with Section C406.1.1
3. The requirements of sections C402.5, C403.2, C403.3 through C403.3.2, C403.4 through C403.4.2.3, C403.5.5, C403.7, C403.8.1 through C403.8.4, C403.10.1 through C403.10.3, C403.11, C403.12, C404, C405, and C407. The building energy costs shall be equal to or less than 85 percent of the standard reference design building.

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C401.2.1 “International Energy Conservation Code,” is hereby deleted in its entirety.

C401.2.2 “ASHRAE 90.1,” is hereby deleted in its entirety.

C405.13 “Energy monitoring,” and all subsections therein are deleted in their entirety. Note: The corresponding requirements in ASHRAE 90.1 8.4.3 Electrical Energy Monitoring is also deleted in its entirety

C405.15 “Renewable energy systems,” is deleted in its entirety. Note: The corresponding requirements in ASHRAE 90.1 10.5.1 Renewable Energy Systems is also deleted in its entirety.

C406 “Additional Efficiency, Renewable and Load Management Requirements” This section is deleted in its entirety. Note: The corresponding requirements in ASHRAE 90.1 Section 11 Additional Efficiency Requirements are also deleted in their entirety.

C408.1 “General” is hereby deleted in its entirety and replaced with the following:

C408.1 General.

This section covers the provision of maintenance information and the commissioning of, and the functional testing requirements for, building systems. Compliance with the provisions of C408 are optional.

(d) CHAPTER 1 [RE] “SCOPE AND ADMINISTRATION,” is hereby amended as follows:

Section R101.1 “Title,” is hereby deleted in its entirety and replaced with the following:

R101.1 Title.

This code shall be known as the Energy Conservation Code of the city of Goodyear and shall be cited as such. It is referred to herein as “this code.”

Section R101.2 “Scope,” is hereby deleted in its entirety and replaced with the following:

R101.2 Scope.

This code applies to residential buildings and the building sites and associated systems and equipment. Group R-2 shall have the option of complying under the commercial provisions of this code, regardless of height. Designers shall stipulate commercial energy efficiency and once stated as such on the submittal documents, all components of the commercial provisions shall be followed.

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(e) Part 2 – Administration and Enforcement, Sections R103 through R110 including all subsections is hereby amended as follows:

PART 2-ADMINISTRATION AND ENFORCEMENT. Refer to 2024 International Building Code sections 103 through 116.

(f) Section R111 RESNET Testing & Inspection Protocol is hereby added as follows:

R111 RESNET Testing & Inspection Protocol.

The Residential Energy Services Network (RESNET) Mortgage Industry National Home Energy Rating System Standards Protocol for third party testing and inspections shall be deemed to meet the requirements of sections R402.5.1, R402.5.1.2 and R403.3.7, and shall meet the following conditions:

1. Third Party Testing and Inspections shall be completed by RESNET certified Raters or Rating Field Inspectors and shall be subject to RESNET Quality Assurance Field Review procedures.
2. Sampling in accordance with Chapter 6 of the MINHERS Standards shall be performed by Raters or Rating Field Inspectors working under a RESNET Accredited Sampling Provider.
3. Third Party Testing is required for the following items:
 - a. R402.5.1.1 – Building Envelope – Thermal and Air Barrier Checklist
 - b. R402.5.1.2 – Testing – Air Leakage Rate
 - c. R403.3.7 – Sealing – Duct Tightness
 - d. Any other testing and inspections required under the code
4. Alternate testing and inspection programs and protocols shall be allowed when approved by the Building Code Official.

(g) CHAPTER 2[RE] “Definitions,” is hereby amended as follows:

Section R201.1 “Scope,” is hereby deleted in its entirety and replaced with the following:

201.1 Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meaning shown in this chapter regardless of whether the words are italicized, capitalized, or otherwise designated in the text as being a defined term.

Section R201.3 “Terms defined in other codes,” is hereby deleted in its entirety and replaced with the following:

201.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the International Building Code, International Fuel Gas Code, International

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Fire Code, International Mechanical Code, International Plumbing Code, International Residential Code for One- and Two-Family Dwellings, International Existing Building Code, or International Property Maintenance Code as adopted by the governing authority, such terms shall have the meanings ascribed to them in those codes.

Section R202 “General Definitions,” is hereby amended as follows:

“CODE OFFICIAL” is hereby deleted in its entirety and replaced with the following:

CODE OFFICIAL: The Building Official as defined in the International Building Code as adopted by the governing authority.

Section R202 “General Definitions,” is amended to add the following definitions:

CONFLICT: A situation in which it is impossible to comply with provisions applicable to the same subject; a conflict does not exist when different provisions address the same subject and can be complied with without violating either provision.

EASEMENT: That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above said lots.

GOVERNING AUTHORITY: The Mayor and Council of the City of Goodyear.

IMMINENT DANGER: A condition which could cause serious or life-threatening injury or death at any time.

OPERATOR: Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER: Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON: An individual, corporation, partnership or any other legal entity.

PREMISES: A lot, plot or parcel of land, easement or public way including any structures thereon.

STRICT LIABILITY OFFENSE: An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its

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case. It is enough to prove that the defendant either did an act which was prohibited or failed to do an act which the defendant was legally required to do.

TEMPORARY: For a period not to exceed 180 days.

(h) CHAPTER 4[RE] “RESIDENTIAL ENERGY EFFICIENCY,” is hereby amended as follows:

Section R403.6.3 “Testing,” is hereby deleted in its entirety.

Section R403.10.3 “Covers,” is hereby deleted in its entirety.

Section R404.2 “Interior lighting controls,” is hereby deleted in its entirety.

Section R404.3 “Exterior lighting controls,” is hereby deleted in its entirety.

TABLE R406.5 “MAXIMUM ENERGY RATING INDEX,” is hereby deleted in its entirety and replaced with the following:

**TABLE R406.5
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
0-1	52
2	57
3	51
4	54
5	55
6	54
7	53
8	53

Section R408: “Additional Efficiency Requirements,” is hereby deleted in its entirety.

(F) *Adoption of International Existing Building Code.* That certain document known as the 2024 International Existing Building Code as published by the International Code Council is hereby referred to, adopted and made a part hereof as if fully and completely set forth herein.

1. The 2024 International Existing Building Code as adopted by the Mayor and Council of the City of Goodyear, is hereby amended as follows:

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(a) CHAPTER 1 PART 1 “SCOPE AND APPLICATION,” is hereby amended as follows:

Section [A] 101.1 “Title,” is hereby deleted in its entirety and replaced with the following:

[A] 101.1 Title.

These regulations shall be known as the Existing Building Code of the City of Goodyear, herein-after referred to as “this code.”

Section 102.4 “Referenced codes and standards,” is deleted in its entirety and replaced with the following:

[A] 102.4 Referenced codes and standards.

The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Section 102.4.1.

Section [A] 102.4.1 “Conflicts,” is hereby deleted in its entirety and replaced with the following:

[A] 102.4.1 Conflicts.

Where conflicts occur between provisions of this code and standards referenced in this code or between the provision of this code and any state, local and/or federal laws, rules, and regulations, including by way of example, the City of Goodyear Engineering Design Standards and Policies as adopted and amended by the governing authority and technical codes as adopted and amended by the governing authority, the most restrictive requirements apply.

Exceptions:

1. Where enforcement of a code provision would violate the conditions of the listing of equipment or appliances as approved by the City of Goodyear, the conditions of the listing and manufacturer’s instructions shall apply.
2. Where there is a provision contained in another technical code as adopted and amended by the governing authority that is not addressed in this code then the provision of the technical code shall apply.

Section [A]102.4.2 “Conflicting provisions,” is hereby deleted in its entirety.

Part 2 – Administration and Enforcement, Sections 103 through 117 including all subsections is hereby deleted in its entirety and replaced with the following.

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PART 2 - ADMINISTRATION AND ENFORCEMENT. Refer to 2024 International Building Code sections 103 through 116.

(b) CHAPTER 2, “Definitions” is hereby amended as follows:

Section 201.1 “Scope.” is hereby deleted in its entirety and replaced with the following:

201.1 Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meanings shown in this chapter regardless of whether the words are italicized, capitalized, or otherwise designated in the text as being a defined term.

Section 201.3 “Terms defined in other codes.” is hereby deleted in its entirety and replaced with the following:

201.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the International Energy Conservation Code, International Fuel Gas Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Residential Code for One- and Two-Family Dwellings, International Property Maintenance Code as adopted by the governing authority, such terms shall have the meanings ascribed to them as in those codes.

Section 202 General Definitions” is hereby amended as follows:

“CODE OFFICIAL” is hereby deleted in its entirety and replaced with the following:

CODE OFFICIAL: The Building Official as defined in the International Building Code as adopted by the governing authority.

Section 202 “General Definitions” is hereby amended to add the following definitions:

CONFLICT: A situation in which it is impossible to comply with provisions applicable to the same subject; a conflict does not exist when different provisions address the same subject and can be complied with without violating either provision.

EASEMENT: That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above said lots.

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GOVERNING AUTHORITY: The Mayor and Council of the City of Goodyear.

IMMINENT DANGER: A condition that could cause serious or life threatening injury at any time.

OPERATOR: Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER: Any person, agent, operator, entity, firm or corporation having any legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding an interest or title to the property; or otherwise having possession or control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PREMISES: A lot, plot or parcel of land, easement or public way including any structures thereon.

TEMPORARY: A period not to exceed 180 days.

(G) *Adoption of NFPA 70 National Electrical Code.* That certain document known as the 2023 NFPA 70 National Electrical Code, including ANNEXES C and D as published by the National Fire Protection Association is hereby referred to, adopted and made a part hereof as if fully and completely set forth herein.

1. The 2023 NFPA 70 National Electrical Code as adopted by the Mayor and Council of the City of Goodyear, is hereby amended as follows:

(a) ARTICLE 90 “INTRODUCTION,” is hereby amended as follows:

Section 90.1.1 “Incorporation of International Building Code Administrative Provisions,” is hereby added as follows:

90.1.1 Incorporation of International Building Code Administrative Provisions.

The administrative provisions of the International Building Code, sections 103 through 116, as adopted by the governing authority are hereby incorporated into this code.

Section 90.1.2 “Conflicts,” is hereby added as follows:

90.1.2 Conflicts.

Where conflicts occur between provisions of this code and standards referenced in this code or between the provision of this code and any state, local and/or federal laws, rules, and regulations, including by way of example, the City of Goodyear Engineering Design Standards and Policies as adopted and amended by the governing authority and technical codes as adopted and amended by the governing authority, the

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most restrictive requirements apply.

Exceptions:

1. Where enforcement of a code provision would violate the conditions of the listing of equipment or appliances as approved by the City of Goodyear, the conditions of the listing and manufacturer's instructions shall apply.
2. Where there is a provision contained in another technical code as adopted by the governing authority that is not addressed in this code then the provision of the technical code shall apply.

Section 90.1.3 "Appeals," is hereby added as follows:

90.1.3 Appeals.

Any person shall have the right to appeal a decision of the building official to the board of appeals as provided in Section 113 Board of Appeals, Sections 113.1 through 113.5 and all subsections therein of the International Building Code as adopted and amended by the governing authority.

Section 90.2 (B) "Not Covered," is hereby amended by adding item (6) to the list of installations not covered, as follows:

90.2 (B) Not Covered.

(6) Buildings and structures regulated by the International Residential Code for One- and Two-Family Dwellings as adopted by the governing authority.

(b) Chapter 1 "General," is hereby amended as follows:

Article 100 "Definitions," section titled "Scope," is hereby deleted in its entirety and replaced with the following:

Scope.

This article contains only those definitions essential to the application of this Code. It is not intended to include commonly defined general terms or commonly defined technical terms from related codes and standards. In general, only those terms that are used in two or more articles are defined in Article 100. Other definitions are included in the article in which they are used but may be referenced in Article 100.

Part I of this article contains definitions intended to apply wherever the terms are used throughout this Code. Part II contains definitions applicable to installations and equipment operating at over 1000 volts, nominal. Part III contains definitions applicable to Hazardous (Classified) locations. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meaning shown in this

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chapter regardless of whether the words are italicized, capitalized, or otherwise designated in the text as being a defined term.

Article 100 Part I “General,” is hereby amended to add the following definitions:

BUILDING OFFICIAL: The Building Official as defined in the International Building Code as adopted by the governing authority.

CONFLICT: A situation in which it is impossible to comply with provisions applicable to the same subject; a conflict does not exist when different provisions address the same subject and can be complied with without violating either provision.

EASEMENT: That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above said lots.

GOVERNING AUTHORITY: The Mayor and Council of the City of Goodyear.

IMMINENT DANGER: A condition which could cause serious or life-threatening injury or death at any time.

OCCUPANCY: The purpose for which a building, structure, or portion thereof is utilized or occupied.

OPERATOR: Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER: Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON: An individual, corporation, partnership or any other group legal entity.

PREMISES: A lot, plot or parcel of land, easement or public way including any structures thereon.

STRICT LIABILITY OFFENSE: An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited or failed to do an act which the defendant was legally required to do.

TEMPORARY: For a period not to exceed 180 days.

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(c) Chapter 2 “Wiring and protection,” is hereby amended as follows:

ARTICLE 210.8(A) “Dwelling Units,” is hereby deleted in its entirety and replaced with the following:

210.8(A) Dwelling Units.

Receptacles installed in the locations specified in 210.8(A)(1) through (A)(12) and supplied by single-phase branch circuits rated 125 volts or less to ground shall have ground-fault circuit-interrupter protection for personnel.

- (1) Bathrooms
- (2) Garages and also accessory buildings that have a floor located at or below grade level not intended as habitable rooms and limited to storage areas, work areas, and areas of similar use
- (3) Outdoors
Exception to (3): Receptacles that are not readily accessible and are supplied by a branch circuit dedicated to electric snow-melting, deicing, or pipeline and vessel heating equipment shall be permitted to be installed in accordance with 426.28 or 427.22, as applicable.
- (4) Crawl spaces — at or below grade level
- (5) Basements
Exception to (5): A receptacle supplying only a permanently installed fire alarm or burglar alarm system shall not be required to have ground-fault circuit-interrupter protection.
Informational Note: See 760.41(B) and 760.121(B) for power supply requirements for fire alarm systems. Receptacles installed under the exception to 210.8(A)(5) shall not be considered as meeting the requirements of 210.52(G).
- (6) Kitchens — where the receptacles are installed to serve the countertop surfaces
- (7) Areas with sinks and permanent provisions for food preparation, beverage preparation, or cooking
- (8) Sinks — where receptacles are installed within 1.8 m (6 ft) from the top inside edge of the bowl of the sink
- (9) Boathouses
- (10) Bathtubs or shower stalls — where receptacles are installed within 1.8 m (6 ft) of the outside edge of the bathtub or shower stall
- (11) Laundry areas
Exception to (1) through (3), (5) through (8), and (10): Listed locking support and mounting receptacles utilized in combination with compatible attachment fittings installed for the purpose of serving a ceiling luminaire or ceiling fan shall not be required to be ground-fault circuit-interrupter protected. If a general-purpose convenience receptacle is integral to the ceiling luminaire or ceiling fan, GFCI protection shall be provided.
- (12) Indoor damp and wet locations

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Article 210.8(F) “Outdoor Outlets,” is hereby deleted in its entirety and replaced with the following:

210.8(F) Outdoor Outlets.

All outdoor outlets for dwellings, other than those covered in 210.8(A)(3), Exception to (3), that are supplied by single-phase branch circuits rated 125 volts to ground or less, shall have ground-fault circuit-interrupter protection for personnel.

Exception No. 1:

Ground-fault circuit-interrupter protection shall not be required on lighting outlets other than those covered in 210.8(C).

Exception No. 2:

Ground-fault circuit interrupter protection shall not be required for listed HVAC equipment.

(d) Chapter 7 “Special Conditions,” Article 706 “Energy Storage Systems,” Part I “General” is hereby amended as follows:

Section 706.1 “Scope,” is deleted in its entirety and replaced with the following:

706.1 Scope.

This article applies to all installed energy storage systems (ESS) operating over 50 volts ac or 60 volts dc that may be stand-alone or interactive with other electric power production sources.

(H) *Adoption of ICC A117.1 Accessible and Usable Buildings and Facilities.* That certain document known as the 2017 ICC A117.1 Accessible and Usable Buildings and Facilities as published by the International Code Council is hereby referred to, adopted and made a part hereof as if fully and completely set forth herein.

1. The 2017 Accessible and Usable Buildings and Facilities as adopted by the Mayor and Council of the City of Goodyear, is hereby amended as follows:

(a) CHAPTER 1, “APPLICATION AND ADMINISTRATION,” is hereby amended as follows:

Section 106.2.1 “Americans with Disabilities Act (ADA) Accessibility Guidelines for Transportation Vehicles,” is hereby deleted in its entirety.

Section 106.2.5 “Performance Criteria for Accessible Communications Entry Systems,” is hereby deleted in its entirety.

Section 106.3 “Conflicts,” is hereby added as follows:

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106.3 Conflicts.

Where conflicts occur between provisions of this code and standards referenced in this code or between the provision of this code and any state, local and/or federal laws, rules, and regulations, including by way of example, the City of Goodyear Engineering Design Standards and Policies as adopted by the governing authority and technical codes as adopted and amended by the governing authority, the most restrictive requirements apply.

Exceptions:

1. Where enforcement of a code provision would violate the conditions of the listing of equipment or appliances as approved by the City of Goodyear, the conditions of the listing and manufacturer's instructions shall apply.
2. Where there is a provision contained in another technical code as adopted and amended by the governing authority that is not addressed in this code then the provision of the technical code shall apply.

(I) *Adoption of 2010 ADA Standards for Accessible Design.* That certain document known as the 2010 ADA Standards for Accessible Design as published by the U.S. Department of Justice is hereby referred to, adopted and made a part hereof as if fully and completely set forth herein.

1. The 2010 ADA Standards for Accessible Design as adopted by the Mayor and Council of the City of Goodyear, is hereby amended as follows:

(a) Chapter 1 "APPLICATION AND ADMINISTRATION," is hereby amended as follows:

Section 101.1.1 is hereby added as follows:

101.1.1 Incorporation of International Building Code Administrative Provisions.

The administrative provisions of the International Building Code as adopted and amended by the governing authority are hereby incorporated into this code.

106.5 "Defined Terms," is hereby amended by adding the following definitions:

CODE OFFICIAL: The Building Official as defined in the International Building Code as adopted by the governing authority.

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CONFLICT: A situation in which it is impossible to comply with provisions applicable to the same subject; a conflict does not exist when different provisions address the same subject and can be complied with without violating either provision.

EASEMENT: That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above said lots.

GOVERNING AUTHORITY: The Mayor and Council of the City of Goodyear.

IMMINENT DANGER: A condition which could cause serious or life-threatening injury at any time.

OCCUPANCY: The purpose for which a building, structure, or portion thereof is utilized or occupied.

OPERATOR: Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER: Any person, agent, operator, firm or corporation having a legal or equitable interest in the property in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON: An individual, corporation, partnership or any other legal entity.

PREMISES: A lot, plot or parcel of land, easement or public way including any structures thereon.

STRICT LIABILITY OFFENSE: An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited or failed to do an act which the defendant was legally required to do.

Section 107 “Conflicts,” is hereby added as follows:

107 Conflicts.

Where conflicts occur between provisions of this code and standards referenced in this code or between the provision of this code and any state, local and/or federal laws, rules, and regulations, including by way of example, the City of Goodyear Engineering Design Standards and Policies as adopted and amended by the governing authority and technical codes as adopted and amended by the governing authority, the

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most restrictive requirements apply unless otherwise provided by law or as otherwise expressly provided herein.

Exceptions:

1. Where enforcement of a code provision would violate the conditions of the listing of equipment or appliances as approved by the City of Goodyear, the conditions of the listing and manufacturer's instructions shall apply.
2. Where there is a provision contained in another technical code as adopted and amended by the governing authority that is not addressed in this code then the provision of the technical code shall apply.

(J) *Adoption of NFPA 99 Health Care Facilities Code.* That certain document known as the 2024 NFPA 99 Health Care Facilities Code as published by the National Fire Protection Association is hereby referred to, adopted and made a part hereof as if fully and completely set forth herein.

1. The 2024 NFPA 99 Health Care Facilities Code as adopted by the Mayor and Council of the City of Goodyear, is hereby amended as follows:

(a) CHAPTER 1, "Administration," is hereby amended as follows:

Section 1.6.3 "Incorporation of International Building Code Administrative Provisions," is hereby added as follows:

1.6.3 Incorporation of International Building Code Administrative Provisions.

The administrative provisions of the International Building Code as adopted and amended by the governing authority are hereby incorporated into this code.

(b) CHAPTER 2, "Referenced Publications," is hereby amended as follows:

Section 2.1 "General," subsection (2) is hereby deleted and replaced with the following:

(2) Where conflicts occur between provisions of this code and standards referenced in this code or between the provision of this code and any state, local and/or federal laws, rules, and regulations, including by way of example, the City of Goodyear Engineering Design Standards and Policies as adopted and amended by the governing authority and technical codes as adopted and amended by the governing authority, the most restrictive requirements apply.¹

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¹ Exceptions:

1. Where enforcement of a code provision would violate the conditions of the listing of equipment or appliances as approved by the City of Goodyear, the conditions of the listing and manufacturer's instructions shall apply.
2. Where there is a provision contained in another technical code as adopted and amended by the governing authority that is not addressed in this code then the provision of the technical code shall apply.

(c) CHAPTER 3, "Definitions," is hereby amended as follows:

Section 3.1 "General," is hereby deleted in its entirety and replaced with the following:

3.1 General.

The definitions contained in this chapter shall apply to the terms used in this code. Where terms are not defined in this chapter or within another chapter, they shall be defined using their ordinarily accepted meanings within the context in which they are used. Merriam-Webster's Collegiate Dictionary, 11th edition, shall be the source for the ordinarily accepted meaning. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meaning shown in this chapter regardless of whether the words are italicized, capitalized, or otherwise designated in the text as being a defined term.

Section 3.2 "NFPA Official Definitions," is hereby amended as follows:

Section 3.2.2 "Authority Having Jurisdiction (AHJ)," is hereby deleted in its entirety and replaced with the following:

3.2.2 Authority Having Jurisdiction (AHJ).

Building Official as defined in the International Building Code as adopted and amended by the governing authority.

3.2.3 Chapter 3 "Definitions," is hereby amended to add the following definitions:

CONFLICT: A situation in which it is impossible to comply with provisions applicable to the same subject; a conflict does not exist when different provisions address the same subject and can be complied with without violating either provision.

EASEMENT: That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above said lots.

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GOVERNING AUTHORITY: The Mayor and Council of the City of Goodyear.

IMMINENT DANGER: A condition that could cause serious or life threatening injury or death at any time.

OCCUPANCY: The purpose for which a building, structure, or portion thereof is utilized or occupied.

OPERATOR: Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER: Any person, agent, operator, firm or corporation having a legal or equitable interest in the property in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON: An individual, corporation, partnership or any other legal entity.

PREMISES: A lot, plot or parcel of land, easement or public way including any structures thereon.

STRICT LIABILITY OFFENSE: An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited or failed to do an act which the defendant was legally required to do.

TEMPORARY: For a period not to exceed 180 days.

(K) *Adoption of International Residential Code*. That certain document known as the 2024 International Residential Code including Appendices BB, BF, BG, CA, CB, CE and CF as published by the International Code Council is hereby referred to, adopted and made a part hereof as if fully and completely set forth herein.

1. The 2024 International Residential Code including Appendices BB, BF, BG, CA, CB, CE and CF as adopted by the Mayor and Council of the City of Goodyear, is hereby amended as follows:

(a) CHAPTER 1, “ADMINISTRATION,” is hereby amended as follows:

Section R101.1 “Title,” is hereby deleted in its entirety and replaced with the following:

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R101.1 Title.

These provisions shall be known as the Residential Code for One- and Two-family Dwellings of the City of Goodyear, including Appendices BB, BF, BG, CA, CB, CE and CF and shall be cited as such and will be referred to herein as “this code.”

Section R102.4.1 “Conflicts,” is hereby deleted in its entirety and replaced with the following:

R102.4.1 Conflicts.

Where conflicts occur between provisions of this code and standards referenced in this code or between the provision of this code and any state, local and/or federal laws, rules, and regulations, including by way of example, the City of Goodyear Engineering Design Standards and Policies as adopted by the governing authority and technical codes as adopted and amended by the governing authority, the most restrictive requirements apply.

Exceptions:

1. Where enforcement of a code provision would violate the conditions of the listing of equipment or appliances as approved by the City of Goodyear, the conditions of the listing and manufacturer’s instructions shall apply.
2. Where there is a provision contained in another technical code as adopted and amended by the governing authority that is not addressed in this code then the provision of the technical code shall apply.

Section 102.4.2 “Provisions in referenced codes and standards,” is hereby deleted in its entirety.

Part 2 – Administration and Enforcement, Sections R103 through R114 including all subsections is hereby deleted in its entirety and replaced with the following.

Part 2 – ADMINISTRATION AND ENFORCEMENT. Refer to 2024 International Building Code sections 103 through 116.

(b) CHAPTER 2, “DEFINITIONS,” is hereby amended as follows:

Section R201.1 “Scope,” is hereby deleted in its entirety and replaced with the following:

R201.1 Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meaning shown in this chapter regardless of whether the words are italicized, capitalized, or otherwise designated in the text as being a defined term.

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Section R201.3 “Terms defined in other codes,” is hereby deleted in its entirety and replaced with the following:

R201.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the International Energy Conservation Code, International Fuel Gas Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Building Code, International Property Maintenance Code, or International Existing Building Code as adopted and amended by the governing authority, such terms shall have the meanings ascribed to them in those codes.

Section R202 “Definitions,” is amended as follows:

“CODE OFFICIAL” is hereby deleted in its entirety and replaced with the following:

BUILDING OFFICIAL: The Building Official as defined in the International Building Code as adopted and amended by the governing authority.

“FIRE SEPARATION DISTANCE” is hereby deleted in its entirety and replaced with the following:

FIRE SEPARATION DISTANCE. The distance measured from the building face of wall framing to one of the following:

1. To the closest interior lot line; or
2. To the centerline of a street, an alley or public way; or
3. To an imaginary line between two buildings on the lot.
The distance shall be measured at a right angle from the face of the wall framing.

“OWNER” is hereby deleted in its entirety and replaced with the following:

OWNER: Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

“PERSON” is hereby deleted in its entirety and replaced with the following:

PERSON: An individual, partnership or corporation, or any other legal entity.

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Section R202 “Definitions,” is amended to add the following definitions:

CONFLICT: A situation in which it is impossible to comply with provisions applicable to the same subject; a conflict does not exist when different provisions address the same subject and can be complied with without violating either provision.

EASEMENT: That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above said lots.

GOVERNING AUTHORITY: The Mayor and Council of the City of Goodyear.

IMMINENT DANGER: A condition which could cause serious or life-threatening injury or death at any time.

OCCUPANCY: The purpose for which a building, structure, or portion thereof is utilized or occupied.

OPERATOR: Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

PREMISES: A lot, plot or parcel of land, easement or public way including any structures thereon.

STRICT LIABILITY OFFENSE: An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited or failed to do an act which the defendant was legally required to do.

TEMPORARY: For a period not to exceed 180 days.

(c) CHAPTER 3, “BUILDING PLANNING,” is hereby amended as follows:

R301.2 “Climatic and Geographic Design Criteria,” along with “Table R301.2 Climatic and Geographic Design Criteria,” is hereby deleted in their entirety and replaced with the following:

R301.2 climatic and geographic design criteria.

Buildings shall be constructed in accordance with the provisions of this code as limited by the provisions of this section.

Table R301.2

CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

(Due to space limitations, the table could not be reproduced, only the values are listed)
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Ground snow load ^o	<u>N/A</u>
Wind speed (mph)	<u>105</u>
Topographic effects ^k	<u>NO</u>
Special wind region ^l	<u>NO</u>
Windborne debris zone ⁿ	<u>NO</u>
Seismic design category ^f	<u>B</u>
Weathering ^a	<u>Negligible</u>
Frost line depth ^b	<u>0</u>
Termite ^c	<u>Moderate to heavy</u>
Winter design temperature ^e	<u>None to slight</u>
Ice barrier underlayment required ^h	<u>NO</u>
Flood hazards ^g	<u>See Goodyear city code</u>
Air freezing index ⁱ	<u>N/A</u>
Mean annual temperature	<u>71.2°F</u>

MANUAL J DESIGN CRITERIA

Refer to Section M1401.3 and N1103.7 of the 2024 IRC

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.47 m/s.

- a. Where weathering requires a higher strength concrete or grade of masonry than necessary to satisfy the structural requirements of this code, the frost line depth strength required for weathering shall govern. The weathering column shall be filled in with the weathering index, "negligible," "moderate" or "severe" for concrete as determined from Figure R301.2(1). The grade of masonry units shall be determined from ASTM C34, ASTM C55, ASTM C62, ASTM C73, ASTM C90, ASTM C129, ASTM C145, ASTM C216 or ASTM C652.
- b. Where the frost line depth requires deeper footings than indicated in Figure R403.1(1), the frost line depth strength required for weathering shall govern. The jurisdiction shall fill in the frost line depth column with the minimum depth of footing below finish grade.
- c. The jurisdiction shall fill in this part of the table to indicate the need for protection depending on whether there has been a history of local subterranean termite damage.
- d. The jurisdiction shall fill in this part of the table with the wind speed from the ultimate design wind speeds map [Figure R301.2(2)]. Wind exposure category shall be determined on a site-specific basis in accordance with Section 301.2.1.4.
- e. The jurisdiction shall fill in this section of the table to establish the design criteria using Table 10A from ACCA Manual J or established criteria determined by the jurisdiction.
- f. The jurisdiction shall fill in this part of the table with the seismic design category determined from Section R301.2.2.1.
- g. The jurisdiction shall fill in this part of the table with: the date of the jurisdiction's entry into the National Flood Insurance Program (date of adoption of the first code or ordinance for management of flood hazard areas), and the title and date of the currently effective Flood Insurance

EXHIBIT A

Study or other flood hazard study and maps adopted by the authority having jurisdiction, as amended.

- h. In accordance with Sections R905.1.2, R905.4.3.1, R905.5.3.1, R905.6.3.1, R905.7.3.1 and R905.8.3.1, where there has been a history of local damage from the effects of ice damming, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall fill in this part of the table with "NO."
- i. The jurisdiction shall fill in this part of the table with the 100-year return period air freezing index (BF days) from Figure R403.3(2) or from the 100-year (99 percent) value on the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."
- j. The jurisdiction shall fill in this part of the table with the mean annual temperature from the National Climatic Data Center data table "Air Freezing Index-USA Method (Base 32°F)."
- k. In accordance with Section R301.2.1.5, where there is local historical data documenting structural damage to buildings due to topographic wind speed-up effects, the jurisdiction shall fill in this part of the table with "YES." Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- l. In accordance with Figure R301.2(2), where there is local historical data documenting unusual wind conditions, the jurisdiction shall fill in this part of the table with "YES" and identify any specific requirements. Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- m. In accordance with Section R301.2.1.2 the jurisdiction shall indicate the wind-borne debris wind zone(s). Otherwise, the jurisdiction shall indicate "NO" in this part of the table.
- n. The jurisdiction shall fill in these sections of the table to establish the design criteria using Table 1a or 1b from ACCA Manual J or established criteria determined by the jurisdiction.
- o. The jurisdiction shall fill in this section of the allowable stress design table using the Ground Snow Loads in Figure R301.2(3).

Section R309.1 "Townhouse automatic sprinkler systems," is hereby deleted in their entirety and replaced with the following:

R309.1 Townhouse automatic sprinkler systems.

An automatic residential fire sprinkler system may be installed in townhouses.

Section R309.2 "One- and two-family dwellings automatic sprinkler systems," is hereby amended as follows:

R309.2 One- and two-family dwellings automatic fire systems.

An automatic residential fire sprinkler system may be installed in one and two-family dwellings.

Section R319.1 "Emergency escape and rescue opening required," is hereby deleted in its entirety and replaced with the following:

R319.1 Emergency escape and rescue opening required.

Basements, habitable attics and every sleeping room shall have not less than one operable emergency escape and rescue opening.

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Where basements contain one or more sleeping rooms, an emergency escape and rescue opening shall be required in each sleeping room. Emergency escape and rescue openings shall open directly into a public way, or to a yard or court having a minimum width of 36 inches (914 mm) that opens to a public way.

Exceptions:

1. Storm shelters and basements used only to house mechanical equipment not exceeding a total floor area of 200 square feet (18.58 m²).
2. Where the dwelling unit or townhouse unit is equipped with an automatic sprinkler system installed in accordance with Section P2904, sleeping rooms in basements shall not be required to have emergency escape and rescue openings provided that the basement has one of the following:
 - 2.1. One means of egress complying with Section R318 and one emergency escape and rescue opening.
 - 2.2. Two means of egress complying with Section R318.
3. A yard shall not be required to open directly into a public way where the yard opens to an unobstructed path from the yard to the public way. Such path shall have a width of not less than 36 inches (914 mm). Pool equipment, condenser equipment or the like shall not reduce the width to less than 20 inches (508 mm) for greater than 5 feet (1524 mm).

Section R328 “Swimming pools, Spas and Hot Tubs,” is hereby deleted in its entirety and replaced with the following:

Section R328 Swimming pools, Spas and Hot Tubs

R328.1 General.

The City of Goodyear Zoning Code shall be used to determine barrier requirements for swimming pools and Maricopa County Environmental Services Department.

(d) CHAPTER 11 “ENERGY EFFICIENCY,” is hereby amended as follows:

Section N1101.13.1 (R401.2.1) “Prescriptive Compliance Option,” is hereby deleted in its entirety and replaced with the following:

N1101.13.1 (R401.2.1) Prescriptive Compliance Option.

The Prescriptive Compliance Option requires compliance with Sections N1101 through N1104

EXHIBIT A

Section N1101.15 (R401.2.1) Alternative approach for compliance is hereby added as follows:

N1101.15 (R401.2.6) Alternative approach for compliance.
A Home Energy Rating System ("HERS") Index of 57 or less, confirmed in writing by a Residential Energy Services Network certified energy rater may be used in place of the approach described in section N1101.15. Compliance may be demonstrated by sampling in accordance with Chapter 6 of the Mortgage Industry National Home Energy Rating Systems Standard as adopted by the Residential Energy Services Network.

Section N1101.4.1 RESNET Testing & Inspection Protocol is hereby added as follows:

Section N1101.4.1 (R104.1.2) RESNET Testing & Inspection Protocol is hereby added as follows:

R104.1.2 (N1101.4.1) RESNET Testing & Inspection Protocol.
The Residential Energy Services Network (RESNET) Mortgage Industry National Home Energy Rating System Standards Protocol for third party testing and inspections shall be deemed to meet the requirements of sections R402.5.1, R402.5.1.2 and R403.3.7 and shall meet the following conditions:

5. Third Party Testing and Inspections shall be completed by RESNET certified Raters or Rating Field Inspectors and shall be subject to RESNET Quality Assurance Field Review procedures.
6. Sampling in accordance with Chapter 6 of the MINHERS Standards shall be performed by Raters or Rating Field Inspectors working under a RESNET Accredited Sampling Provider.
7. Third Party Testing is required for the following items:
 - a. R402.5.1.1 – Building Envelope – Thermal and Air Barrier Checklist
 - b. R402.5.1.2 – Testing – Air Leakage Rate
 - c. R403.3.7 – Sealing – Duct Tightness
 - d. Any other testing and inspections required under the code
8. Alternate testing and inspection programs and protocols shall be allowed when approved by the Building Code Official.

Section N1103.10.3 (R403.10.3) "Covers," is hereby deleted in its entirety.

Section N1104.1.1 (R404.1.1) "Exterior lighting," is hereby deleted in its entirety.

Section N1104.2 (R404.2) "Interior lighting controls," and all subsections are hereby deleted in their entirety.

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Section N1104.3 (R404.3) “Exterior lighting controls,” and all subsections are hereby deleted in their entirety.

Table N1106.5 (R406.5) is hereby deleted in its entirety and replaced with the following:

**TABLE N1106.5 (R406.5)
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX ^a
1	52
2	57
3	51
4	54
5	55
6	54
7	53
8	53

Section N1108 (R408) “ADDITIONAL EFFICIENCY PACKAGE OPTIONS,” is hereby deleted in its entirety.

(e) Chapter 15 “Exhaust Systems,” is hereby amended as follows:

Section M1503.6 “Makeup air required,” is hereby deleted in its entirety and replaced with the following:

M1503.6 Makeup air required.

Where one or more gas, liquid or solid fuel-burning appliance that is neither direct-vent nor uses a mechanical draft venting system is located within a dwelling unit's air barrier, each exhaust system capable of exhausting in excess of 400 cubic feet per minute (0.19 m³/s) shall be mechanically or passively provided with makeup air at a rate approximately equal to the difference between exhaust air rate and 400 cubic feet per minute. Such makeup air systems shall be equipped with not fewer than one damper complying with Section M1503.6.2.

Exception:

Makeup air is not required for exhaust systems installed for the exclusive purpose of space cooling and intended to be operated only when windows or other air inlets are open.

(f) CHAPTER 39 “POWER AND LIGHTING DISTRIBUTION,” is hereby amended as follows:

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Section E3901.4.2 “Island and peninsular countertops and work surfaces,” is hereby deleted in its entirety and replaced with the following:

E3901.4.2 Island and peninsular countertops and work surfaces.
At least one receptacle shall be installed at each island and peninsular countertop space with a long dimension of 600 mm (24 in.) or greater and a short dimension of 300 mm (12 in.) or greater. A peninsular countertop is measured from the connected perpendicular wall.

Section E3901.4.3 “Receptacle outlet location,” is hereby deleted in its entirety and replaced with the following:

E3901.4.3 Receptacle outlet location.
Receptacle outlets rendered not readily accessible by appliances fastened in place, appliance garages, sinks, or rangetops as covered in the exception to Section E3901.4.1, or appliances occupying assigned spaces shall not be considered as these required outlets. Required receptacle outlets shall be located in one or more of the following:

1. On or above, but not more than twenty (20) inches (508 mm) above, the countertop or work surface.
2. In a countertop using receptacle outlet assemblies listed for the use in countertops.
3. In a work surface using receptacle outlet assemblies listed for use in work surfaces or listed for use in countertops. [210.52(C)(3)]

Exception:

To comply with the following conditions (1) and (2), receptacle outlets shall be permitted to be mounted not more than 300 mm (12 in.) below the countertop or work surface. Receptacles mounted below a countertop or work surface in accordance with this exception shall not be located where the countertop or work surface extends more than 150 mm (6 in.) beyond its support base.

1. Construction for the physically impaired
2. On island and peninsular countertops or work surface where the surface is flat across its entire surface (no backsplashes, dividers, etc.) and there are no means to mount a receptacle within 500 mm (20 in.) above the countertop or work surface, such as an overhead cabinet.

Section E3902.2 “Garage and accessory building receptacles,” is hereby deleted in its entirety and replaced with the following:

E3902.2 Garage and accessory building receptacles.

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125-volt through 250-volt Receptacles installed in garages and grade-level portions of unfinished accessory buildings used for storage or work areas and supplied by single-phase branch circuits rated 125 volts or less to ground shall have ground-fault circuit-interrupter protection for personnel. [210.8(A)(2)]

Exception:

Receptacles that are not readily accessible.

Section E3902.3 “Outdoor receptacles,” is hereby deleted in its entirety and replaced with the following:

E3902.3 Outdoor receptacles.

Receptacles installed outdoors and supplied by single-phase branch circuits rated 125 volts or less to ground shall have ground-fault circuit-interrupter protection for personnel. [210.8(A)(3)]

Exception:

Receptacles as covered in Section E4101.7. [210.8(A)(3) Exception]

Section E3902.14 “Outdoor outlets,” is hereby amended as follows:

Exception 3 is hereby deleted in its entirety and replaced with the following:

3. GFCI protection shall not be required for listed HVAC equipment.

(g) CHAPTER 40 “DEVICES AND LUMINAIRES,” is hereby amended as follows:

SECTION E4002.11 “Bathtub and Shower Spaces,” is hereby deleted in its entirety and replaced with the following:

E4002.11 Bathtub and Shower Space.

Receptacles shall not be installed within or directly over a bathtub or shower stall.

(h) Appendix BG “SOUND TRANSMISSION,” is hereby amended as follows:

SECTION BG102.2 “Sound Attenuation,” and the subsection thereto is hereby deleted in its entirety and replaced with the following:

BG102.2. Sound Attenuation.

In order to achieve an interior noise level of 45 decibels, all residences shall be constructed using the following minimum construction standards:

1. Exterior wall penetrations by pipe ducts or conduits shall be sealed.
2. Mailboxes shall not be used through the door or wall.

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3. Windows shall have 2 panes of glass and a sound transmission rating of STC-22. All operable windows shall be weather stripped and air tight in accordance with ASTM E-283-84-T Standard. Perimeter window frames shall be sealed.
4. All exterior side hinge doors shall be solid core wood or insulated hollow metal at least 1 inch thick and fully weather stripped. All exterior doors other than side hinge doors shall be solid wood, foam filled fiberglass or metal construction.
5. Fire places shall be provided with well-fitting dampers.
6. Exterior walls shall achieve a minimum overall thermal resistance rating of R19. (Exterior walls shall be at least four inches in nominal thickness and shall be finished on the outside with block, siding, sheathing, or stucco on one inch Styrofoam. A minimum of R-13 fiberglass or cellulose insulation shall be installed continuously throughout the cavity space within the wall.)
7. All roof spaces shall achieve a minimum overall thermal resistance rating of R30

BG102.2.1. Certification.

A certified statement by a licensed architect or engineer certifying that the residence achieves the requirement of a maximum interior noise level of 45 decibels is required for all construction. The certified statement shall include documentation supporting the statement.

Exception.

Construction outside the areas designated as having a day-night average sound level 65 decibels or higher as determined by the use of the 1988 noise contour lines developed by the Maricopa County Association of Governments that complies with the construction standards of International Building Code Section 1206.4.1 shall be deemed to have achieved the interior noise level of 45 decibels, and shall not require the certified statement."

(L) *Adoption of International Property Maintenance Code.* That certain document known as the 2024 International Property Maintenance Code as published by the International Code Council is hereby referred to, adopted and made a part hereof as if fully and completely set forth herein.

1. The 2024 International Property Maintenance Code as adopted by the Mayor and Council of the City of Goodyear, is hereby amended as follows:

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(a) CHAPTER 1, “SCOPE AND ADMINISTRATION,” is hereby amended as follows:

Section [A] 101.1 “Title,” is hereby deleted in its entirety and replaced with the following:

[A] 101.1 Title.

These regulations shall be known as the International Property Maintenance Code of the City of Goodyear, hereinafter referred to as “this code.”

Section 102.4.2 “Provisions in referenced codes and standards,” is hereby deleted in its entirety.

Section 102.8 “Referenced codes and standards,” is hereby deleted in its entirety and replaced with the following:

[A] 102.8 Referenced codes and standards.

The codes and standards referenced in this code shall be those that are listed in Chapter 8 and considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.8.1

Section 102.8.1 “Conflicts,” is hereby deleted in its entirety and replaced with the following:

102.8.1 Conflicts.

Where conflicts occur between provisions of this code and standards referenced in this code or between the provision of this code and any state, local and/or federal laws, rules, and regulations, including by way of example, the City of Goodyear Engineering Design Standards and Policies as adopted by the governing authority and technical codes as adopted by the governing authority, the most restrictive requirements apply.

Exceptions:

- a. Where enforcement of a code provision would violate the conditions of the listing of equipment or appliances as approved by the City of Goodyear, the conditions of the listing and manufacturer’s instructions shall apply.
- b. Where there is a provision contained in another technical code as adopted and amended by the governing authority that is not addressed in this code then the provision of the technical code shall apply.

Section 102.8.2 “Provisions in referenced codes and standards,” is hereby deleted in its entirety.

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Part 2 – Administration and Enforcement, Sections 103 through 111 including all subsections is hereby deleted in its entirety and replaced with the following.

Part 2 – ADMINISTRATION AND ENFORCEMENT. Refer to 2024 International Building Code sections 103 through 116.

(b) CHAPTER 2, “Definitions,” is hereby amended as follows:

Section 201.1 “Scope,” is hereby deleted in its entirety and replaced with the following:

201.1 Scope.

Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter regardless of whether the words are italicized, capitalized, or otherwise designated in the text as being a defined term.

Section 201.3 “Terms defined in other codes,” is hereby deleted in its entirety and replaced with the following:

201.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the International Energy Conservation Code, International Fuel Gas Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Residential Code, International Building Code or International Existing Building Code as adopted by the governing authority, such terms shall have the meanings ascribed to them in those codes.

Section 202 “General Definitions,” is hereby amended as follows:

“CODE OFFICIAL” is hereby deleted in its entirety and replaced with the following:

CODE OFFICIAL: The Building Official as defined in the International Building Code as adopted by the governing authority.

Section 202 “Definitions,” is amended to add the following definitions:

CONFLICT: A situation in which it is impossible to comply with provisions applicable to the same subject; a conflict does not exist when different provisions address the same subject and can be complied with without violating either provision.

GOVERNING AUTHORITY: The Mayor and Council of the City of Goodyear.

TEMPORARY: For a period not to exceed 180 days.

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(c) CHAPTER 3, “GENERAL REQUIREMENTS,” is hereby deleted in its entirety and replaced with the following:

Section 302.4 “Weeds,” is hereby amended as follows:

302.4 Weeds.

Premises and exterior property shall be maintained free from weeds or plant growth in excess of six (6) inches (152 mm). Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 109 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

ORDINANCE NO. 2026-1647

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING SECTION 5-2-1 (INTERNATIONAL FIRE CODE ADOPTED) OF ARTICLE 5-2 OF CHAPTER 5 (FIRE DEPARTMENT) OF THE GOODYEAR CITY CODE.

WHEREAS, the Mayor and Council of the city of Goodyear, Maricopa County, Arizona desire to protect the public health and safety of the residents of Goodyear from fire and/or explosion;

WHEREAS, the International Code Council, established with the membership of three model code development groups, promulgated international codes to provide and protect the public health, safety, and welfare; including international codes related to fire safety;

WHEREAS, the 2024 International Fire Code is a companion code to other codes promulgated by the International Code Council and correlation of the adopted codes by a jurisdiction is essential for the application and understanding of the codes;

WHEREAS, city staff have reviewed the 2024 International Fire Code and find that it correlates to other codes promulgated by the International Codes Council which have been adopted by the city;

WHEREAS, it is important to adopt certain amendments to the 2024 International Fire Code to reflect Arizona laws, Goodyear City Code, and other procedures and practices; and

WHEREAS the Mayor and Council of the city of Goodyear, Arizona, find that the interests of the City of Goodyear and its citizens are best served by the adoption of the 2024 International Fire Code.

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

SECTION 1. DECLARATION OF PUBLIC RECORDS

That certain document titled “2024 International Fire Code” published by the International Code Council, including only the following appendices: B, C, D, E, F, G, H, I and L as published by the International Code Council is hereby declared a public record and incorporated herein by this reference.

That certain document titled “Amendment to Section 5-2-1 of Article 5-2 of Chapter 5 of the Goodyear City Code” a copy of which is attached hereto as Exhibit A, is hereby declared a public record and incorporated herein by this reference.

Either three (3) paper copies or one (1) paper copy and one (1) electronic copy, maintained in compliance with A.R.S. 44-7041, of the aforementioned documents being declared public records herein are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

SECTION 2.

AMENDING SECTION 5-2-1 OF ARTICLE 5-2 OF CHAPTER 5 OF THE
GOODYEAR CITY CODE

Section 5-2-1 of Article 5-2 of Chapter 5 of the Goodyear City Code is hereby in its entirety and amended as set forth in that certain document titled, "Amendment to Section 5-2-1 of Article 5-2 of Chapter 5 of the Goodyear City Code" which is attached to this Ordinance 2026-1647 as Exhibit A, and is declared a public record, a copy of which is on file with the City Clerk of the City of Goodyear and which is referred to, adopted and made a part hereof as if fully set forth in this Ordinance.

SECTION 3. REPEAL OF ORDINANCE NO. 2019-1438

Ordinance No. 2019-1438 is hereby repealed as of the effective date of this Ordinance No. 2026-1647. The repeal of this ordinance does not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

SECTION 4. CORRECTIONS

The City Clerk and his/her designee, the City Attorney and his/her designee, 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 invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance or parts thereof.

SECTION 6. EFFECTIVE DATE

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

SECTION 7. RECORDATION

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

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 23rd day of March, 2026.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

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Amendment to Section 5-2-1 of Article 5-2 of Chapter 5 of the Goodyear City Code

Upon Council Adoption of Ordinance No. 2026-1647 Section 5-2-1 of Article 5-2 of Chapter 5 of the Goodyear City Code is hereby deleted in its entirety and replaced with the following:

§ 5-2-1 International fire code adopted.

(A) *Adoption of International Fire Code.* That certain document known as the 2024 International Fire Code, including only the following appendices: B, C, D, E, F, G, H, I and L as published by the International Code Council is hereby referred to, adopted, and made a part hereof as if fully and completely set forth herein except as amended below.

(B) *Amendments.* The 2024 International Fire Code including appendix chapters B, C, D, E, F, G, H, I, and L as adopted by the Mayor and Council of the City of Goodyear is hereby amended as follows:

1. CHAPTER 1 "SCOPE AND ADMINISTRATION," is hereby amended as follows:

Section 101.1 "Title," is hereby amended as follows:

Insert the words "City of Goodyear" as the name of the jurisdiction.

Section 101.2.1 "Appendices," is deleted in its entirety and replaced with the following:

101.2.1 Appendices.

Appendices B, C, D, E, F, G, H, I, and L are hereby adopted by reference as if set forth herein.

Section 101.6 "Public/Charter Schools, State and County owned buildings," is hereby added in its entirety with the following:

101.6 Public/Charter Schools, State and County owned buildings.
Pursuant to Arizona Revised Statutes Title 37, Section 37-1383(A)(5), as the City of Goodyear has a population greater than one hundred thousand (100,000) per the V2024 population estimate and the City of Goodyear has adopted a nationally recognized Fire Code, does hereby assume jurisdiction from the Office of the State Fire Marshal for all

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public/charter schools and State and County owned buildings within the jurisdiction of the City of Goodyear. Such public/charter schools and State and County buildings are not subject to any amendments to the Fire Code outside of what is adopted by the Office of the State Fire Marshal.

Section 102.5 "Application of residential code," is hereby deleted in its entirety and replaced with the following:

102.5 Application of residential code.

Where structures are designed and constructed in accordance with the International Residential Code for One and Two-Family Dwellings as adopted and amended by the governing authority, the provisions of this code shall apply as follows:

1. Construction and design provisions of this code pertaining to the structure shall apply including, but not limited to, premises identification, fire apparatus access, water supplies, fire suppression systems and fire alarm systems. Where interior or exterior systems or devices are installed, construction permits required by Section 105.6 and all subsections therein shall also apply.
2. Administrative, operational and maintenance provision of this code shall apply.

Section 102.7 "Referenced codes and standards," is hereby deleted in its entirety and replaced with the following:

102.7 Referenced codes and standards.

The codes and standards referenced in this code shall be those that are listed in Chapter 80, the City of Goodyear Engineering Design Standards and Policies Manual as adopted and amended by the governing authority, the City of Goodyear Zoning Code, as adopted and amended by the governing authority, the 2010 ADA Standards of Accessible Design as adopted and amended by the governing authority; and all other applicable local, state, and federal laws and regulations. Such codes and standards shall be considered part of the requirements of this code to the extent of each such reference or as otherwise applicable and as further regulated in Sections 102.7.1.

Section 102.7.1 "Conflicts," is hereby deleted in its entirety and replaced with the following:

102.7.1 Conflicts.

Where conflicts occur between provisions of this code and standards referenced in this code or between the provision of this code and any state, local and/or federal laws, rules, and regulations, including by way of

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example, the City of Goodyear Engineering Design Standards and Policies as adopted and amended by the governing authority and technical codes as adopted and amended by the governing authority, the most restrictive requirements shall apply.

Exceptions:

1. Where enforcement of a code provision would violate the conditions of the listing of equipment or appliances as approved by the City of Goodyear, the conditions of the listing and manufacturer's instructions shall apply.
2. Where there is a provision contained in another technical code as adopted and amended by the governing authority that is not addressed in this code then the provision of the technical code shall apply.

Section 102.7.2 "Provisions in referenced codes and standards," is hereby deleted in its entirety.

Section 104.7 "Official Records," is hereby amended as follows:

104.6 Official Records.

The fire code official shall keep official records as required by Sections 104.7.1 through 104.7.6 and all other records required to be retained by law. Such official records shall be retained in the official records for the period required for retention of public records.

Section 105.1.1 "Permits required," is hereby amended by adding the following sentence to the end of the section:

Permits are non-transferable and any change in occupancy, operation, tenancy, or ownership shall require a new permit.

Section 105.2 "Application," is hereby deleted in its entirety and replaced with the following:

105.2 Application.

To obtain a permit, the applicant shall submit a written application, all required supporting documentation and all applicable fees in accordance with the applicable requirements set forth in the City of Goodyear Administrative Process Manual as adopted and amended by the governing authority and as supplemented herein. If the applicable permit application requires the disclosure of occupancy classifications, the application shall indicate the proposed occupancy classifications for all

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parts of the building and of that portion of the site or lot, if any not covered by the building or structure.

Section 105.2.1 "Refusal to issue permit," is hereby amended by deleting the last sentence in its entirety and replacing it with the following to read as follows:

Such refusal shall be in writing and shall contain the reasons for refusal.

Section 105.2.3 "Time limitation of application," is hereby deleted in its entirety and replaced with the following:

105.2.3 Time limitation of application.

In the event a permit has not been issued or an application for a permit has not been denied, an application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, except that the fire code official is authorized to grant one or more extensions of time for additional periods not to exceed 90 days each. The extension shall be requested in writing and justifiable cause demonstrated to the fire code official before any extension is granted.

Section 105.2.4 "Action on application," is hereby deleted in its entirety and replaced with the following:

105.2.4 Action on application.

The fire code official shall examine or cause to be examined applications for permits and amendments thereto in accordance with the requirements set forth in the City of Goodyear Administrative Process Manual as adopted and amended by the governing authority as supplemented herein. If the application and/or supporting documentation does not conform to the requirements of applicable laws, the fire code official shall reject such application in writing stating the reasons therefor. If the fire code official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto and all applicable fees have been paid, the fire code official shall issue a permit therefore as soon as practicable.

Section 105.3.1 "Expiration," is hereby deleted in its entirety and replaced with the following:

105.3.1 Expiration.

Every permit issued shall expire by limitation and become null and void if the work authorized by such permit is not commenced within 180 days after its issuance or if the work authorized by such permit is suspended or

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abandoned for a period of 180 days after the work is commenced. Notwithstanding the foregoing, a permittee holding an unexpired permit shall have the right to apply in writing to extend the expiration deadlines set forth herein. The fire code official is authorized to grant, in writing, one extension of time for a period of not more than 180 days provided that the permittee has demonstrated in writing that no changes have been made or will be made in the original construction documents for the permitted work and that justifiable cause exists for the failure to commence the work within 180 days or for the suspension of abandonment of the work after it was commenced. The fee for the extension shall be the cost of reviewing the application at a rate of \$100.00 per hour with a minimum charge of one hour. In order to renew action on a permit after expiration, a new permit fee, as determined by the fire code official, shall be paid based on the current fee schedule adopted by the City.

Section 105.5 "Required Operational Permits," is deleted in its entirety and replaced with the following:

105.5 Required Operational Permits.

Operational permits are required for the operations set forth in section 105.5.1 through 105.5.57. Operational permits are in addition to required construction permits. The Fire Chief is authorized to issue the operational permits required herein.

Section 105.5.17 "Fire hydrants and valves," is hereby deleted in its entirety and replaced with the following:

105.5.17 Fire hydrants and valves.

Except for authorized employees of the City of Goodyear Fire Department or any fire department that is subject to an automatic aid or mutual aid agreement with the City of Goodyear for the assistance in responding to fires and other types of emergency incidents, an operational permit is required to use or operate fire hydrants or valves intended for fire suppression purposes that are installed on the City of Goodyear's water system and accessible to a fire apparatus access road that is open to or generally used by the public. Approval to use or operate fire hydrants or valves that are part of private water company's water system is regulated by the private water company.

Section 105.5.30 "LP-gas," is hereby amended as follows:

Item 2 requiring an operation permit for the operation of cargo tankers that transport LP-gas is hereby deleted.

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Section 106.1 "Submittals," is hereby deleted in its entirety and replaced with the following:

106.1 Submittals.

Construction documents and supporting data shall be submitted in accordance with the applicable requirements set forth in the City of Goodyear Administrative Process Manual as adopted and amended by the governing authority and in accordance with the requirements set forth in Sections 106.2.1 through 106.2.4 and all subsections therein, and in Section 107.3.4 and all subsections therein of the International Building Code as adopted and amended by the governing authority, as applicable and as otherwise supplemented herein. In the event of a conflict, the most restrictive provisions shall apply. All construction documents and supporting data shall be prepared by a professional registrant with the Arizona Board of Technical registration, or in lieu of being designed by a professional registrant with the Arizona Board of Technical registration , fire sprinkler installation drawings shall bear a review certification of a minimum Level III National Institute for the Certification of Engineering Technologies (NICET) in Fire Sprinkler Systems , and fire alarm installation drawings shall bear a review certification of a minimum Level III National Institute for the Certification of Engineering Technologies (NICET) in Fire Alarm Systems, and emergency responder radio coverage systems shall bear a review certification of a minimum IB-PSC National Institute for the Certification of Engineering Technologies (NICET) for In-Building Public Safety Communications.

Exception: The fire code official shall have the authority to waive the submission of construction documents , calculations or other data if the nature of the work applied for is such that the reviewing of construction documents is not necessary to determine compliance with this code and the authority to waive the requirement that construction documents, calculations and or other data be prepared and designed by a professional registrant if compliance with the requirements of this code can be determined by the fire code official.

Section 108 "Fees," is hereby deleted in its entirety and replaced with the following:

108.1 Fees.

Fees are established per section 109 of the International Building Code and the City of Goodyear fee schedule as adopted by City Council.

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Section 112 "Means of Appeals," is deleted in its entirety and replaced with the following:

SECTION 112 MEANS OF APPEALS

112.1 General.

Any person shall have the right to appeal a decision of the fire code official to the Board of Appeals as provided in Section 113 Board of Appeals, Sections 113.1 through 113.8 and all subsections therein of the International Building Code as adopted and amended by the governing authority.

Section 113.1 "Unlawful acts," is hereby deleted in its entirety and replaced with the following:

113.1 Unlawful acts.

It shall be unlawful for:

1. Any person to erect, construct, install, alter, extend, repair, move, remove, or demolish any building, structure, premises, system or equipment regulated by this code in violation of any of the provision of this code; or to cause or allow same to be done.
2. Any person to erect, construct, install, alter, extend, repair, move, remove, or demolish any building, structure, premises, system or equipment in violation of approved construction plans or any direction of the fire code official or of a permit or certificate issued under the provisions of this code or to cause or allow same to be done.
3. Any person to occupy or use any building, structure, premises, system, or equipment regulated by this code in violation of any provisions of this code or any direction of the fire code official or of a permit or certificate issued under the provisions of this code, or to cause or allow same to be done.
4. Any Owner to fail to take actions necessary to correct conditions in any building, structure, or equipment regulated by this code that is in violation of any provisions to bring such building, structure or equipment in compliance with the provisions of this code.
5. Any person to violate or fail to comply with notices and orders issued pursuant to the enforcement of this code, including by way of example, but not limitation, provisions of notices of violations, notices of unsafe conditions, and stop work orders.

Section 113.3 "Notice of violation," is hereby deleted in its entirety and replaced with the following:

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113.3 Notice of violation.

Whenever the fire code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, the fire code official may provide a written warning by attaching the warning in a conspicuous place in or about the structure affected by such notice. Such warnings shall include at least the following, a description of the real estate sufficient for identification, description of the violation(s) and why the notice is being issued and the corrective actions that need to be taken. Whenever the fire code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred and the fire code official wants to prosecute such violation, a notice of the violation shall be given to the person(s) responsible for the violation as prescribed in section 113.3.1 below and the notice of violation shall be in accordance with all of the following:

1. Be in writing.
2. Include a description of the real estate sufficient for identification.
3. Include a statement of the violation or violations and why the notice is being issued.
4. Correction orders shall be included in the notice which shall provide a reasonable time to make the repairs and improvements required or to take other such actions needed for compliance with the provisions of this code.
5. Include information on the right to appeal the notice of violation.
6. Include a statement of the right to file a lien in accordance with the provisions of Section 109.3.3 Prosecution of violation.

Section 113.3.1 "Service," is hereby added as follows:

113.3.1 Service.

A notice of violation or order prescribed in Section 113.3 shall be deemed to be served if a copy of the notice or order is:

1. Delivered personally; or
2. Mail by certified mail with return receipt requested to the last known address.
3. If the notice or order is returned showing that the notice or order was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice or order.
4. If more than one person owns a building or structure that is the subject of a notice or order, service to just one of the owners satisfies the requirement of providing the owner notice.

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5. Service of a notice or order in the foregoing manner upon an owner ' s agent, or upon the person responsible for the structure, shall constitute service of notice upon the owner.

Section 113.3.3 "Prosecution of violations," is hereby deleted in its entirety and replaced with the following:

113.3.3 Prosecution of violations.

Any person failing to comply with a notice of violation or order prepared and served in accordance with Sections 113.3 and 113.3.1 shall be deemed guilty of a misdemeanor and shall be subject to the penalties as prescribed by law. Such violations shall be deemed a strict liability offense. If the notice of violation is not complied with the fire code official is authorized to request legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity (or both) to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provision of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Section 113.3.5 "Transfer of ownership," is hereby added as follows:

113.3.5 Transfer of ownership.

It shall be unlawful for the owner of any building or structure who has received a notice of violation or order or upon whom a notice of violation or order has been served to sell, transfer, mortgage , lease or otherwise dispose of such building or structure to another until the provisions of the notice of violation or order have been complied with or until such owner shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any notice of violation or order issued by the building official and shall furnish to the building official a signed and notarized statement that the grantee, transferee, mortgagee or lessee , acknowledging the receipt of such notice of violation or order and fully accepting responsibility without condition for making the correction of repairs required by such notice of violation or order.

Section 113.4 "Violation penalties," is hereby deleted in its entirety and replaced with the following:

113.4 Violation penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof; erects, constructs, alters, or repairs a

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building or structure in violation of the approved construction documents or directive of the fire code official or of a permit or certificate issued under the provisions of this code; or who fails to comply with a notice of violation or order prepared and served in accordance with Sections 113.3 and 113.3.1 shall be deemed guilty of a misdemeanor and shall be subject to the penalties as prescribed by law. Violations shall be deemed a strict liability offense. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 114.3.1 "Imminent danger," is hereby added as follows:

114.3.1 Imminent danger.

Where an imminent danger exists, the fire code official shall not be required to give a written notice prior to stopping work.

Section 114.4 "Failure to comply," is hereby deleted in its entirety and replaced with the following:

114.4 Unlawful continuances.

Upon issuance of a stop work order, the cited work shall immediately cease. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to the penalties as prescribed by law.

2. CHAPTER 2 "DEFINITIONS," is hereby amended as follows:

Section 201.1 "Scope," is hereby deleted in its entirety and replaced with the following:

201.1 Scope.

Unless otherwise expressly stated, the following words and terms shall, for the purposes of this code, have the meaning shown in this chapter regardless of whether the words are italicized, capitalized, or otherwise designated in the text as being a defined term.

Section 201.3 "Terms defined in other codes," is hereby deleted in its entirety and replaced with the following:

201.3 Terms defined in other codes.

Where terms are not defined in this code and are defined in the International Energy Conservation Code, International Fuel Gas Code, International Fire Code, International Mechanical Code, International Plumbing Code, International Residential Code for One and Two-Family

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Dwellings, International Property Maintenance Code as adopted and amended by the governing authority, such terms shall have the meanings ascribed to them in those codes.

Section 202 "General Definitions," is hereby amended as follows:

Section 202 is amended to add the following definitions:

CONFLICT. A situation in which it is impossible to comply with provisions applicable to the same subject; a conflict does not exist when different provisions address the same subject and can be complied with without violating either provision.

BUILD TO RENT. A “build to rent”, “single family rental”, or a similar description of a product that is located on a single parcel, is not intended to be individually purchased, and is intended to be rented are considered a multi-family type product for the purpose of applying requirements for fire sprinkler protection. Whether the product is constructed under the International Residential Code or the International Building Code, will not have a bearing on excluding the fire sprinkler requirements.

EASEMENT. That portion of land or property reserved for present or future use by a person or agency other than the legal fee owner(s) of the property. The easement shall be permitted to be for use under, on or above said lots.

FIRE ALARM CONTROL UNIT. A system component that receives inputs from automatic and manual fire alarm devices and may be capable of supplying power to detection devices and transponder(s) or off-premises transmitter(s). The control unit may be capable of providing a transfer of power to the notification appliances and transfer of condition to relays or devices. The fire alarm control unit shall be of the addressable type.

FIRE ALARM SYSTEM. A system or portion of a combination system consisting of components and circuits arranged to monitor and annunciate the status of fire alarm or supervisory signal-initiating devices and to initiate the appropriate response to those signals. The fire alarm system shall be of the addressable type.

GOVERNING AUTHORITY. The Mayor and Council of the City of Goodyear.

Group R single stair buildings. A residential structure, more than three (3) stories and is constructed with a single access stair point. Structures

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meeting this definition are to meet the requirements of Section 420.12 of the International Building Code – City of Goodyear Amendments.

IMMINENT DANGER. A condition which could cause serious or life-threatening injury or death at any time.

OPERATOR. Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER. Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON. An individual, corporation, partnership, or any other legal entity.

PREMISES. A lot, plot or parcel of land, easement or public way including any structures thereon.

REPAIR. Repair of any fire protection equipment is defined as a "like for like" replacement of a component. The component replaced must be from the same manufacturer, be the same model, and be the same part number.

REPLACEMENT. Replacement of any fire protection system component for any fire protection system must be by the same manufacturer, the same model, and the same part number. Replacement of a component by a different manufacturer, model, or part number due to obsolescence is considered an upgrade.

STRICT LIABILITY OFFENSE. An offense in which the prosecution in a legal proceeding is not required to prove criminal intent as a part of its case. It is enough to prove that the defendant either did an act which was prohibited or failed to do an act which the defendant was legally required to do.

TEMPORARY. For a period not to exceed 180 days.

UPGRADE. Upgrade of a fire protection system is anytime a major system component is replaced by a different manufacturer, model, or part number due to obsolescence or to expand capacity. Upgrades of the fire

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protection system shall the entire fire protection system to meet all current Fire Code and NFPA requirements.

The following sub sections of "Section 203 - Occupancy Classification and Use" are amended to read as follows:

203.7.1 Institutional Group 1-1.

This occupancy shall include buildings, structures or parts thereof for more than 16 persons who reside on a 24-hour basis in a supervised environment and receive custodial care. The persons receiving care are capable of self-preservation. This group shall include, but not be limited to, the following:

- Alcohol and drug centers
- Assisted living facilities
- Congregate care facilities
- Convalescent facilities
- Group homes
- Half-way houses
- Residential board and custodial care facilities
- Social rehabilitation facilities

203.7.1.3 Six to sixteen persons receiving care. A facility such as above, housing at least six and not more than 16 persons receiving such care shall be classified as Group R-4.

203.7.1.4 Five or fewer persons receiving care. A facility such as above with five or fewer persons receiving such care shall be classified as Group R-3 or shall comply with the International Residential Code provided an automatic sprinkler system is installed in accordance with Section 903.3.1.3 as amended or Section P2904 of the International Residential Code. Automatic sprinkler systems are not required in one- and two- family (Group R-3) structures complying with the exceptions noted under Section 903.2.8 of this code as amended by this ordinance.

203.7.1.5 Arizona State Department of Health Facilities. All facilities as licensed by the State of Arizona Department of Health, further known, but not limited to, as direct care, personal care, supervisory care and behavioral residential agency, housing at least six and not more than 10 persons shall be considered a Group R-4.

203.9.3 Residential Group R-3.

Residential occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

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Boarding houses (nontransient) with 16 or fewer occupants
Boarding houses (transient) with 10 or fewer occupants
Buildings that do not contain more than two dwelling units
Care facilities that provide accommodations for five or fewer persons receiving care
Congregate living facilities (nontransient) with 16 or fewer occupants
Congregate living facilities (transient) with 10 or fewer occupants

203.9.3.1 Care facilities within a dwelling.

Care facilities for five or fewer persons receiving care that are within a single-family dwelling are permitted to comply with the International Residential Code provided an automatic sprinkler system is installed in accordance with Section 903.3.1.3 with amendments or Section P2904 of the International Residential Code. Automatic sprinkler systems are not required in one- and two- family (Group R-3) structures complying with the exceptions noted under Section 903.2.8 of this code as amended by this ordinance.

203.9.4 Residential Group R-4.

This occupancy shall include buildings, structures or portions thereof for more than five but not more than 16 persons, excluding staff, who reside on a 24- hour basis in a supervised residential environment and receive custodial care. The persons receiving care are capable of self-preservation. This group shall include, but not be limited to, the following:

Alcohol and drug centers
Assisted living facilities
Congregate care facilities
Convalescent facilities
Group homes
Halfway houses
Residential board and custodial care facilities
Social rehabilitation facilities

203.9.5 Arizona State Department of Health Facilities, which includes all facilities as licensed by the State of Arizona Department of Health, further known, but not limited to, as direct care, personal care, supervisory care and behavioral residential agency, housing at least six and not more than 10 persons shall be considered a Group R-4 occupancy.

Group R-4 occupancies shall meet the requirements for construction as defined for Group R-3, except as otherwise provided for in the

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International Building Code as adopted and amended by the governing authority.

3. CHAPTER 5 "FIRE SERVICE FEATURES," is amended as follows:

Section 503.1.1 "Buildings and Facilities," is hereby deleted in its entirety and replaced with the following:

503.1.1 Buildings and Facilities.

Approved fire apparatus access roads shall be provided for every facility, building or portion of a building hereafter constructed or moved into or within the jurisdiction. The fire apparatus access road shall comply with the requirements of this section and shall extend to within 150 feet (45 720 mm) of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.

Exception: The fire code official is authorized to increase the dimension of 150 feet (45 720 mm) when there are not more than two Group R-3 or Group U occupancies.

Section 503.3 "Marking," is hereby deleted in its entirety and replaced with the following:

503.3 Marking.

Where required by the fire code official, approved signs or other approved notices or markings that include the words "NO PARKING-FIRE LANE" shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signage shall be in accordance with the City of Goodyear Engineering Design Standards and Policies Manual as adopted and amended from time to time. Signs shall be installed perpendicular and double sided when placed on one side of a fire apparatus access roads.

The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and replaced or repaired when necessary to provide adequate visibility. Signs shall not be greater than 100' 0" (30.48m) apart and shall be posted at the beginning and end of the fire lane.

In addition to or in lieu of the required fire lane signage the Fire Code Official may approve curb, street or driveway painted red to indicate fire lane and labeled " FIRE LANE NO PARKING " in white block letters 3 inches (76.2mm) in height, ¾ inch (19.5mm) stroke, on the vertical face of

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the curb to indicate fire lane. Lettering shall not be greater than 50' 0" (15.24m) apart and shall be posted at the beginning and end of the fire lane.

Section 503.6 "Security gates," is deleted in its entirety and replaced, to include Sections 503.6.1 through 503.6.12, with the following:

503.6 Security gates.

The installation of security gates across a fire apparatus access road shall be approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200 and the following:

503.6.1 Obstruction.

The gates shall be designed so that the access roadway or turning radius shall not be obstructed by the operation of the gate. Minimum set back from the public streets shall be a distance determined by the City Engineer and allow the emergency vehicle the ability to safely operate the lock box or control panel. Turning radius from the public street shall meet the requirements of the Goodyear Fire Department.

503.6.2 Width.

Clear width of the roadway shall be minimum of twenty (20) feet clear on all entrances. Exit only roadways shall be a minimum of sixteen (16) feet clear or larger on all exits, unless otherwise approved by the Goodyear Fire Department.

503.6.3 Divided entrance.

Sub-divisions and commercial occupancies may have a divided entrance and exit gates. The entrance side shall have a clearance of twenty (20) feet clear, the exit side sixteen (16) feet clear.

503.6.4 Access controls.

Access controls shall be exterior to the gate, installed a minimum of ten (10) feet from the gate, and located for activation by the vehicle operator without dismounting from the vehicle. The height of the key switch/control panel shall be sixty-six (66) inches, measured from the finished grade line of the street.

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503.6.5 Lock box.

The lock box, padlock and/or key switch, must be an approved model utilized by the Goodyear Fire Department. The current approved manufacturer of the lock box, padlock, or key switch is The Knox Company.

503.6.6 Traffic pre-emption.

A Traffic Pre-emption opening device shall be installed on all motorized gates. An Opticom, 3M, Model 722 receiver (no coding model) or compatible shall be used.

503.6.7 Activation.

Gates must open to a clear width of twenty (20) feet within twenty (20) seconds of activation and remain in the open position until closed by operation of the electrical control device.

503.6.8 Control pedestal.

The control pedestal must be identified with an approved sign using white letters on a red background. This sign must be of reflective material, securely fastened to the pedestal, and legible from the approaching vehicle: FD ACCESS.

503.6.9 Battery backup.

Battery back-up for all motorized gates is required, unless the gate will fail safe in the open position in the event of a loss of power.

503.6.10 Secondary exit.

Secondary "Exit Only" gates from properties shall be set up for Goodyear Fire Department emergency access. Exit only gates, which are not motorized, shall be installed per Goodyear Fire Department standards. Exit only gates shall have a minimum clearance of twenty (20) feet clear width and be posted with a sign that states "Caution Gate Opens Out." The ground shall be painted with a yellow strip showing the depth of the gate swing.

503.6.11 Operation.

Operation at the electric gate shall be by either pre-emption device or key switch.

503.6.12 Exiting.

If exiting through an electric gate is not automatic, a pre-emption device and a key switch are required on the inside to allow the Fire Department emergency operation.

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Section 505.1 "Address Identification," is hereby deleted in its entirety and replaced with the following:

505.1 Address Identification.

New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. Landscaping or structures cannot obscure addresses or required signage. These numbers shall contrast with their background and shall be weather resistant. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Unless otherwise provided herein, numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained and sized in accordance with the following:

505.1.1 One- and two-family dwellings.

One and two-family dwellings and commercial businesses being conducted in a one or two-family dwelling shall require minimum four (4) inch high numbers or letters with a minimum 1/2-inch stroke width and be of a contrasting color.

505.1.2 Triplexes and multifamily dwellings.

Triplexes and multifamily dwellings shall post building numbers a minimum of fifteen (15) inches high with a three (3) inch stroke. The minimum size unit numbers are to be seven (7) inches high with a one (1) inch stroke and must show the unit ranges per floor. All address numbers must be of a contrasting color, and mounted high on the building and be visible from the street or drive aisle. Building orientation or size may require additional address locations.

505.1.3 Less than 75 feet.

Commercial buildings located less than seventy-five (75) feet from a public right-of-way (the street on which the property is addressed) shall post minimum twelve (12) inch high numbers or letters having a minimum two (2) inch stroke width and be of a contrasting color.

505.1.4 Less than 200 feet.

Commercial buildings located more than seventy-five (75) feet and up to two hundred (200) feet from a public right-of-way (the street on which the property is addressed) shall post minimum sixteen (16) inch high

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numbers or letters having a minimum three (3) inch stroke width and be of a contrasting color.

505.1.5 More than 200 feet.

Commercial buildings located more than two hundred (200) feet from a public right-of-way (the street on which the property is addressed) shall post twenty-four (24) inch high numbers or letters having a four (4) inch stroke width and be of a contrasting color.

505.1.6 Suites.

Unit or suite numerals and/or letters shall be required on or adjacent to the front door and on the rear door of multi-tenant buildings to be immediately visible. Letters or numerals shall be a minimum four (4) inch high with a minimum 1/2-inch stroke width in a color contrasting to the door and shall be weather-resistant.

505.1.7 Large buildings.

Large Office and Warehouse Buildings, regardless of the distance from the public right of way (the street on which the property is addressed) shall post twenty-four (24) inch high numbers with a four (4) inch stroke with contrasting background. Address must be visible from all access directions. Buildings over five hundred (500) feet long will require two (2) address locations if more than one access point is visible.

505.1.8 Doors.

In large or complex buildings or structures with four (4) or more doors in anyone building plane, all doors shall be numbered sequentially around the building or structure. Minimum twelve (12) inch high numbers or letters having a minimum two (2) inch stroke width or as required by the fire code official and be of a contrasting color.

505.1.9 Exceptions.

Exceptions to these requirements shall be approved by the Fire Code Official.

Section 505.3 “Campus plan,” is hereby added as follows:

505.3 Campus plan.

An approved campus plan shall be installed at properties with more than one (1) principal building, buildings with unit identification numbers, or when, in the opinion of the fire code official, emergency response may be delayed due to the physical layout of the complex. (Example: multi-family buildings, business office condos). The campus plan is to be installed at the main entrance. In the case of multiple entrance locations, a campus

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plan is to be installed at those locations. The campus plan shall meet the following requirements:

505.3.1 Specifications.

Drawings and/or samples shall be submitted to the Fire Department for review and approval for all required campus plans.

505.3.2 Dimensions.

The minimum size for the campus plan is to be three (3) feet by three (3) feet. Larger sizes may be required where the site cannot fit on the standard size and still be legible. Approval of the size of the campus plan is by the Fire Department.

505.3.3 Protection.

The campus plan is to be suitably constructed to be installed outdoors. The graphics shall be protected from vandalism and weather by a clear polycarbonate cover. The cover shall be a minimum of 1/8" thick and sealed to protect the graphics from weather damage.

505.3.4 Illumination.

The campus plan is to be illuminated internally by a white light. The light shall be sufficient to illuminate the entire site plan with even light. The campus plan is to be illuminated from dusk to dawn. The illumination can be turned on and off by an automatic timer or photocell.

505.3.5 Installation requirements.

The campus plan is to be installed a minimum of thirty-six (36) inches above the finished grade. Larger sizes of campus plans can be mounted no lower than twenty-four (24) inches when approved by the Fire Code Official. The support post or stanchions are to be set in concrete.

505.3.6 Depiction requirements.

The campus plan shall depict the site in a clear, easily understood manner from eight (8) feet. The campus plan shall depict structures, building numbers, units, apartment space numbers, tennis courts, swimming pools, driveways, streets, fire hydrants and any other areas as determined by the Fire Code Official. Construction of the campus plan shall comply with the following requirements:

1. Campus plans shall be a dark print on a contrasting light background.
2. The name and address of the complex are required but shall not exceed ten (10) percent of the total size of the campus plan.
3. Any water areas shall be blue (i.e.: pools, fountains, canals, etc.).
4. Tennis courts shall be green.

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5. Fire hydrants shall be a one-quarter ($\frac{1}{4}$)-inch diameter black circle filled with a yellow center. The abbreviation "HYD" must be affixed by the location of the hydrant on the campus plan.
6. The campus plan shall be oriented to the viewer with a red symbol, one (1) inch in diameter, with the words "YOU ARE HERE" affixed at the appropriate location of the campus plan.
7. North must be indicated on the site plan by an arrow no less than three (3) inch in size.
8. The building numbers must be one (1) inch in diameter, located directly adjacent to the building on the driveway side.
9. The colors used on the campus plan may not be duplicated to represent more than one (1) item.

505.3.7 Setback requirements.

The campus plan shall be installed on the occupant's property. A scaled plan shall be submitted showing the proposed location of the address directory, streets, drive aisles, any gate controls and traffic islands.

1. The location of the campus plan shall be far enough from the street for the fire apparatus to be safely on the property while reviewing the address directory. The location of the campus plan cannot conflict with the traffic visibility zone.
2. No landscape or architectural designs may obstruct the viewing of the campus plan.

505.3.8 Prohibitions.

No advertising or additional artwork is allowed on the campus plan.

Section 506.3 "Multi-tenant buildings," is hereby added to read as follows:

506.3 Multi-tenant buildings.

In multi-tenant buildings there shall be 1 key box installed for every 4 tenant suites or fraction thereof. Location of key boxes and signage shall be as required by the fire code official.

Section 506.4 "Additional Key Boxes," is hereby added to read as follows:

506.4 Additional key boxes.

Additional key boxes may be required to be installed due to the size, configuration or nature of the business as required by the fire code official.

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Section 506.5 "Key Type," is hereby added to read as follows:

506.5 Key type.

Keys shall be of the manual type. Other types of access, such as electronic cards, shall be as approved by the fire code official.

Section 507.5 "Fire hydrant systems," is hereby deleted in its entirety and replaced with the following:

507.5 Fire hydrant systems.

Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6, and on-site fire hydrants spacing, and mains shall be provided where required by the City of Goodyear Engineering Design Standards and Policies Manual and the fire code official.

Section 507.5.1 "Where required," is hereby amended as follows:

Exceptions #1 and #2 are deleted in their entirety.

Section 509.1.2 "Electric vehicle charging systems," is hereby added as follows:

509.1.2 Electric vehicle charging systems.

All electric vehicle charging systems, to include new and existing locations, are to have an approved sign attached or placed in close proximity to the charging system that details the location of the means of disconnect, to include when required, panel designation and circuit breaker numbers. The approved sign is to be permanent in nature and clearly identifiable.

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4. CHAPTER 9 "FIRE PROTECTION AND LIFE SAFETY SYSTEMS," is amended as follows:

Section 903.2 "Where required," is hereby deleted in its entirety and replaced with the following:

903.2 Where required.

Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12 as amended herein, except for telecommunication buildings, existing structures, special amusement buildings and exempt locations as follows:

Exceptions:

Telecommunications building: Spaces or areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic smoke detection system in accordance with Section 907.2 and are separated from the remainder of the building by not less than 1-hour fire barriers constructed in accordance with Section 707 of the International Building Code or not less than 2-hour horizontal assemblies constructed in accordance with Section 711 of the International Building Code, or both.

Existing Structures: An automatic sprinkler system shall not be required to be retrofitted in existing buildings where the occupancy is changed provided the new or proposed use is no more hazardous, based on life safety and fire risk, than the existing use and the existing structure is not increased more than an aggregate total of all additions of 500 square feet. The determination of whether the new or proposed use is less hazardous shall be made by the fire code official in his/her discretion.

Special Amusement Buildings: Automatic sprinkler systems shall not be required for temporary special amusement buildings pursuant to the Exception in Section 411.2 of the International Building Code.

Section 903.2.1.1 "Group A-1," is hereby deleted in its entirety and replaced with the following:

903.2.1.1 Group A-1.

An automatic sprinkler system shall be provided throughout buildings containing Group A-1 occupancies.

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Section 903.2.1.2 "Group A-2," is hereby deleted in its entirety and replaced with the following:

903.2.1.2 Group A-2.

An automatic sprinkler system shall be provided throughout buildings containing Group A-2 occupancies.

Section 903.2.1.3 "Group A-3," is hereby deleted in its entirety and replaced with the following:

903.2.1.3 Group A-3.

An automatic sprinkler system shall be provided throughout buildings containing Group A-3 occupancies.

Section 903.2.1.4 "Group A-4," is hereby deleted in its entirety and replaced with the following:

903.2.1.4 Group A-4.

An automatic sprinkler system shall be provided throughout buildings containing Group A-4 occupancies.

Section 903.2.1.5 "Group A-5," is hereby deleted in its entirety and replaced with the following:

903.2.1.5 Group A-5.

An automatic sprinkler system shall be provided for all enclosed Group A-5 occupancies, including all accessory use areas, which includes, but is not limited to: concession stands, retail areas, and press boxes.

Section 903.2.2 "Group B," is hereby deleted in its entirety and replaced with the following:

903.2.2 Group B.

An automatic sprinkler system shall be provided throughout buildings containing Group B occupancies.

Section 903.2.2.1 "Ambulatory care facilities," is hereby deleted in its entirety and replaced with the following:

903.2.2.1 Ambulatory care facilities.

An automatic sprinkler system shall be provided throughout the area containing ambulatory care facilities.

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Section 903.2.3 "Group E," is hereby deleted in its entirety and replaced with the following:

903.2.3 Group E.

An automatic sprinkler system shall be provided throughout buildings containing Group E occupancies.

Section 903.2.4 "Group F-1," is hereby deleted in its entirety and replaced with the following:

903.2.4 Groups F-1, F-2 and U.

An automatic sprinkler system shall be provided throughout buildings containing Groups F-1, F-2, and U occupancies.

Section 903.2.4.1 "Woodworking operations," is hereby deleted in its entirety.

Section 903.2.7 "Group M," is hereby deleted in its entirety and replaced with the following:

903.2.7 Group M.

An automatic sprinkler system shall be provided throughout buildings containing Group M occupancies.

Section 903.2.7.1 "High-piled storage," is hereby deleted in its entirety.

Section 903.2.8 "Group R," is hereby deleted in its entirety and replaced with the following:

903.2.8 Group R.

An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area, to include "Build for Rent" type multifamily project, except as follows:

Exception:

Automatic sprinkler systems shall not be required in one- and two-family dwellings and R-3 occupancies that are less than 5,000 square feet when there is adequate water supply and an approved fire apparatus access road. When there is inadequate water supply or limited fire department access, automatic sprinkler systems shall not be required in one- and two-family dwellings and R-3 occupancies that are less than 3,600 square feet. The square footage shall be determined based on the total floor area, which includes the living area, attached garages and areas under

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roof or horizontal projections, including but not limited to, porches, sunrooms, courts, etc.

Detached structures not satisfying the required fire separation distance shall be considered as part of the total square footage of the main structure.

This exception does not apply to care facilities located in one- or two-family dwellings where the occupants are incapable of self-preservation or Build to Rent properties.

Section 903.2.8.4 "Special Requirements for Arizona State Department of Health Facilities" is hereby added as follows:

903.2.8.4 Special Requirements for Arizona State Department of Health Facilities.

All facilities as licensed by the State of Arizona Department of Health, further known, but not limited to, as direct care, personal care and supervisory care, housing at least six and not more than 10 persons shall be considered a Group R-4.

Section 903.2.8.5 "Special Requirements for Group R Occupancies" is hereby added as follows:

903.2.8.5 Special Requirements for Group R-4 Occupancies.
Fire sprinklers shall be installed in all attached garages.

Section 903.2.9 "Group S-1," is hereby deleted in its entirety and replaced with the following:

903.2.9 Group S-1.

An automatic sprinkler system shall be provided throughout all buildings containing Group S-1 occupancies.

Section 903.2.9.1 "Repair garages," is hereby deleted in its entirety.

Section 903.2.9.2 "Bulk storage of tires," is hereby deleted in its entirety.

Section 903.2.9.3 "Group S-1 distilled spirits or wine," is hereby deleted in its entirety.

Section 903.2.9.4 "Group S-1 upholstered furniture and mattresses," is hereby deleted in its entirety.

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Section 903.2.10 "Group S-2," is hereby deleted in its entirety and replaced with the following:

903.2.10 Group S-2. An automatic sprinkler system shall be provided throughout all buildings containing Group S-2 occupancies.

Section 903.2.10.1 "Commercial parking garages," is hereby deleted in its entirety.

Section 903.2.10.2 "Mechanical access enclosed parking garages," is hereby deleted in its entirety.

Section 903.2.11 "Specific buildings areas and hazards," is hereby deleted in its entirety and replaced with the following:

903.2.11 Specific buildings areas and hazards.

In all occupancies requiring automatic sprinkler systems, an automatic sprinkler system shall be installed for building design or hazards in locations set forth in Sections 903.2.11.1 through 903.2.11.6 as amended herein:

Section 903.2.11.1 "Stories without openings," is hereby deleted in its entirety and replaced with the following:

903.2.11.1 Stories without openings.

An automatic sprinkler system shall be provided throughout all stories, including basements.

Section 903.2.11.3 "Buildings 55 feet or more in height," is hereby deleted in its entirety and replaced with the following:

903.2.11.3 Buildings height.

An automatic sprinkler system shall be installed throughout all buildings regardless of the occupant load and the use.

Section 903.3.1.1.2 "Bathrooms." is hereby deleted in its entirety and replaced with the following:

903.3.1.1.2 Accessory exempt locations.

An automatic sprinkler system shall not be required in the following buildings, rooms or areas:

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1. Detached storage sheds, detached private garages, detached gazebos and ramadas for private, residential and non-commercial uses.
2. Detached restroom buildings at parks, golf courses and similar locations not exceeding 1,500 square feet with storage areas not exceeding 100 square feet.
3. Non-combustible detached gazebos, ramadas and greenhouses for public use not exceeding 1,500 square feet.
4. Non-combustible detached wash racks and canopies with flame retardant sunscreen.
5. Agricultural buildings, animal shelters, greenhouses, grain silos and barn accessories to a residential occupancy not exceeding 1,500 square feet with no habitable space.
6. Detached hay barns with no accessory storage or uses and no habitation areas.
7. Open shade horse stalls of non-combustible construction for private, residential non-commercial use not exceeding 5,000 square feet with no storage of combustible products, vehicles, or agricultural equipment.
8. Detached non-combustible carports for residential and commercial developments with covered parking.
9. Temporary tents and membrane structures for approved special events.
10. Detached temporary modular sales offices.
11. Special use structures as approved by the fire code official.

Section 903.3.1.2.4 “Floor control valve assemblies,” is hereby added as follows:

903.3.1.2.4 Floor control valve assemblies.

Floor control valve assemblies shall be required for all multistory buildings, 3 or more stories in height. Floor control valve assemblies are to include a control valve, check valve, main drain valve, and flow switch for isolation, control, and annunciation of water flow for each individual floor level.

Exception: When approved by the Fire Code Official

Section 903.3.1.3.1 “Garage fire sprinkler protection,” is hereby added as follows:

903.3.1.3.1 Garage fire sprinkler protection.

When an NFPA 13D fire sprinkler system is installed in a one-and two-family dwelling; Group R-3; Group R-4, Condition 1; and townhouses with

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an attached garage, automatic fire sprinkler coverage is to extend into the attached garage. Design coverage and sprinkler head spacing shall match the interior of the residence.

Section 903.3.5.3 "Sprinkler design safety factor," is hereby added as follows:

903.3.5.3 Sprinkler design safety factor.

Automatic sprinkler systems for NFPA 13, NFPA 13R, and NFPA 13D systems shall be designed with a minimum safety factor as follows:

1. When the static pressure exceeds 80 psi, the maximum design static pressure shall be 80 psi, or 10 psi less than the actual test pressure, whichever is lower.
2. The actual flow test pressures shall be used to determine the need for sizing fire pumps, pressure reducing valve, and hanger requirements in accordance with NFPA 13, NFPA 13D, and NFPA 13R.
3. When the static pressure is less than 80 psi, a minimum 10 psi safety factor shall be provided between the available water supply and the system flow and pressure demand and shall include hose stream allowances required by NFPA 13, NFPA 13D, and NFPA 13R.

Section 907.2.1 "Group A." is hereby deleted in its entirety and replaced with the following:

907.2.1 Group A.

A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies where the occupant load due to the assembly occupancy is 100 or more. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the International Building Code shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception:

1. Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.
2. Manual fire alarm boxes and the associated occupant notification system or emergency voice/alarm communication system are not required for Group A-5 outdoor bleacher-type seating having an

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occupant load of greater than or equal to 300 and less than 15,000 occupants, provided that all of the following are met:

- 2.1 A public address system with standby power is provided.
- 2.2 Enclosed spaces attached to or within 5 feet (1524 mm) of the outdoor bleacher type seating compose, in the aggregate, a maximum of 10 percent of the overall area of the outdoor bleacher-type seating or 1,000 square feet (92.9 m²), whichever is less.
- 2.3 Enclosed accessory spaces under or attached to the outdoor bleacher-type seating shall be separated from the bleacher-type seating in accordance with Section 1030.1.1.1.
- 2.4 All means of egress from the bleacher-type seating are open to the outside.
3. Manual fire alarm boxes and the associated occupant notification system or emergency voice/alarm communications system are not required for temporary Group A-5 outdoor bleacher-type seating, provided that all of the following are met:
 - 3.1. There are no enclosed spaces under or attached to the outdoor bleacher-type seating.
 - 3.2. The bleacher-type seating is erected for a period of less than 180 days.
 - 3.3. Evacuation of the bleacher-type seating is included in an approved fire safety plan.

Section 907.2.2 "Group B." is hereby deleted in its entirety and replaced with the following:

907.2.2 Group B.

A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group B occupancies where one of the following conditions exists:

1. The combined Group B occupant load of all floors is 100 or more.
2. The fire area contains an ambulatory care facility.

Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

Section 907.2.4 "Group F." is hereby deleted in its entirety and replaced with the following:

907.2.4 Group F.

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A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group F occupancies where the occupant load due to the Group F occupancy is 100 or more.

Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

Section 907.2.5 "Group F." is hereby deleted in its entirety and replaced with the following:

907.2.5 Group H.

A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group H-1 through H-4 occupancies where the occupant load is 100 or more, Group H-5 occupancies, and in occupancies used for the manufacture of organic coatings. An automatic smoke detection system shall be installed for highly toxic gases, organic peroxides and oxidizers in accordance with Chapters 60, 62 and 63, respectively.

Section 907.2.7.1 "Occupant load." is hereby deleted in its entirety and replaced with the following:

907.2.7.1 Occupant load.

A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group M occupancies where the following exists:

1. The combined Group M occupant load of all floors is 100 or more persons.

Exceptions:

1. A manual fire alarm system is not required in covered or open mall buildings complying with Section 402 of the International Building Code.
2. Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will automatically activate throughout the notification zones upon sprinkler water flow.

Section 907.2.9.1 "Manual fire alarm system." is hereby deleted in its entirety and replaced with the following:

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907.2.9.1 Manual fire alarm system.

A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group R-2 occupancies where any of the following conditions apply:

1. Any dwelling unit or sleeping unit is located three or more stories above the lowest level of exit discharge.
2. Any dwelling unit or sleeping unit is located more than one story below the highest level of exit discharge of exits serving the dwelling unit or sleeping unit.
3. The building contains more than 16 dwelling units or sleeping units.
4. The building is more than three (3) stories and is constructed with a single access point stair.

Exceptions:

1. A fire alarm system is not required in buildings not more than two stories in height where all dwelling units or sleeping units and contiguous attic and crawl spaces are separated from each other and public or common areas by not less than 1-hour fire partitions and each dwelling unit or sleeping unit has an exit directly to a public way, egress court or yard.
2. Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 and the occupant notification appliances will automatically activate throughout the notification zones upon a sprinkler water flow.

Section 907.2.10 "Group S." is hereby deleted in its entirety and replaced with the following:

907.2.10 Group S.

A fire alarm system shall be installed in a Group S occupancy as required by Sections 907.2.10.1, 907.2.10.2, and 907.2.10.3.

Section 907.2.10.3 "Other Groups S." is hereby added as follows:

907.2.10.3 Other Group S.

A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S occupancies where the occupant load is 100 or more persons. Visible notification appliances are not required within public and self-storage occupancies storage units.

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Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

Section 912.1.1 “Sizing,” is hereby added as follows”

912.1.1 Sizing.

Fire department connections shall be sized to support the system demand or fire flow demand, whichever is greater, for the system that they are connected to. The piping from the system connection to the fire department connection outlets is to be sized to flow the required demand. A sufficient number of fire department connection inlets is to be provided, at a rate of two hundred fifty (250) gpm per outlet, to meet the system demand.

Section 912.6 "Backflow protection," is hereby deleted in its entirety and replaced with the following:

912.6 Backflow protection.

The potable water supply to automatic sprinkler and standpipe systems shall be protected against backflow as required by the International Plumbing Code and the City of Goodyear Engineering Design Standards and Policies Manual.

5. CHAPTER 12 "ENERGY SYSTEMS" is amended as follows:

Section 1203.1.1 “Standby generators,” is hereby deleted in its entirety and replaced with the following:

1203.1.1 Stationary generators.

Stationary emergency and standby power generators required by this code shall be listed in accordance with UL 2200. Associated flammable or combustible liquid tanks shall also comply with Chapters 50 and 57.

Section 1203.2.20 “Connected facilities,” is hereby added as follows:

1203.2.20 Connected facilities.

Power and lighting facilities or the fire command center and elevators specified in Sections 403.4.8.1 and 403.6 of the International Building Code, as applicable, and electrically powered fire pumps required to maintain pressure, shall be transferable to the standby source. Standby

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power shall be provided for at least one elevator to serve all floors and be transferable to any elevator.

Section 1205.1.1 “Permits,” is hereby added as follows:

1205.1.1 Permits.

Permits shall be obtained for solar voltaic systems in accordance with Section 105.6.21.

Exception: Solar photovoltaic system with less than 3 kW alternating current nameplate rating.

Section 1205.1.2 “Marking,” is hereby added as follows:

1205.1.2 Marking.

Marking is required on interior and exterior direct-current (DC) conduit, enclosures, raceways, cable assemblies, junction boxes, combiner boxes and disconnects.

Section 1205.1.2.1 “Materials,” is hereby added as follows:

1205.1.2.1 Materials.

The materials used for marking shall be reflective, weather resistant and suitable for the environment. Marking as required in Section 1205.1.2 through 1205.1.6 shall have all letters capitalized with a minimum height of 3/8 inch white on red background.

Section 1205.1.2.2 “Marking content,” is hereby added as follows:

Section 1205.1.2.2 Marking content.

The marking shall contain the words “WARNING: PHOTOVOLTAIC POWER SOURCE.”

Section 1205.1.2.3 “Main service disconnect,” is hereby added as follows:

1205.1.2.3 Main service disconnect.

The marking shall be placed adjacent to the main service disconnect in a location clearly visible from the location where the disconnect is operated.

Section 1205.1.3 “Location of marking,” is hereby added as follows:

1205.1.3 Location of marking.

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Marking shall be placed on interior and exterior DC conduit, raceways, enclosures and cable assemblies every ten (10) feet, within one (1) foot or turns or bends and within (1) foot above and below penetrations of roof/ceiling assemblies, walls or barriers.

Section 1207.1.9 "Forensic analysis," is hereby added as follows:

1207.1.9 Forensic analysis.

The fire code official may also require a forensic analysis of the cause of failure by an independent laboratory approved by the fire code official, in accordance with Section 104.2.2.

Section 1207.3.4 "Energy storage management system," is hereby deleted in its entirety and amended as follows:

1207.3.4 Energy storage management system.

Where required by the ESS listing, an approved energy storage management system that monitors and balances cell voltages, currents and temperatures within the manufacturer's specifications shall be provided. The system shall disconnect electrical connections to the ESS or otherwise place it in a safe condition if potentially hazardous temperatures or other conditions such as short circuits, over voltage or under voltage are detected. The system shall transmit an alarm signal to an approved location and to an approved annunciator panel if potentially hazardous temperatures or other conditions such as short circuits, over voltage or under voltage are detected. (Material based on NFPA 855 2023 Ed.)

1207.3.4.1 Annunciator panel.

The approved annunciator panel shall visibly indicate any hazardous temperature or other conditions. The location of the annunciator panel shall be approved by the fire code official.

Section 1207.4 "General installation requirements." Is hereby deleted in its entirety and replaced with the following:

1207.4 General installation requirements.

Stationary and mobile ESS shall comply with the requirements of Sections 1207.4.1 through 1207.4.13.

Section 1207.4.13 "Location," is hereby added as follows:

1207.4.13 Location.

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Stationary storage battery systems shall not be located in the following areas:

1. Where the floor is located more than 75 feet (22 860 mm) above the lowest level of fire department vehicle access,
2. Where the floor level is located below the lowest level of exit discharge.

Exceptions:

1. Lead acid and nickel cadmium stationary storage battery systems less than 50 VAC and 60 VDC installed in facilities under the exclusive control of communications utilities in accordance with NFPA 76.
2. Where approved, installations shall be permitted in underground vaults complying with NFPA 70, Article 450, Part III.
3. Where approved by the fire code official, installations shall be permitted on higher and lower floors.
4. Installations on noncombustible rooftops of buildings exceeding 75 feet (22 860 mm) in height that do not obstruct fire department rooftop operations, where approved by the fire code official.

Section 1207.5.4 “Fire detection,” is hereby deleted in its entirety and replaced with the following:

1207.5.4 Fire detection.

An approved automatic smoke detection system or radiant energy sensing fire detection system complying with Section 907.2 shall be installed in rooms, indoor areas and walk in units containing electrochemical ESS. An approved radiant energy sensing fire detection system shall be installed to protect open parking garage and rooftop installations. Alarm and supervisory signals from detection systems shall be transmitted to a central station, proprietary or remote station service in accordance with NFPA 72, or where approved to a constantly attended location, and to an approved remote annunciator panel.

Section 1207.5.5 “Fire suppression systems,” is hereby deleted in its entirety and replaced with the following:

1207.5.5 Fire suppression systems.

Rooms and areas within buildings and walk-in units containing electrochemical ESS shall be protected by an automatic fire suppression system designed and installed in accordance with the most stringent of the following:

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1. An automatic sprinkler system designed and installed in accordance with Section 903.3.1.1 for ESS units (groups) with a maximum stored energy capacity of 50 kWh, as described in Section 1207.5.1, shall be designed with a minimum density of 0.6 gpm/ft.² (2.27 L/min) based over the area of the room or 2,500 ft.² (232 m²) design area, whichever is smaller, unless a lower density is approved based on large-scale fire testing in accordance with Section 1207.1.7.
2. Where approved, an automatic sprinkler system designed and installed in accordance with Section 903.3.1.1 for ESS units (groups) exceeding 50 kWh shall use a density based on large scale fire testing complying with Section 1207.1.7.
3. The following alternate automatic fire extinguishing systems designed and installed in accordance with Section 904, provided the installation is approved by the fire code official based on large scale fire testing complying with Section 1207.1.7:
 - 3.1 NFPA 12, Standard on Carbon Dioxide Extinguishing Systems.
 - 3.2 NFPA 15, Standard for Water Spray Fixed Systems for Fire Protection.
 - 3.3 NFPA 750, Standard on Water Mist Fire Protection Systems.
 - 3.4 NFPA 2001, Standard on Clean Agent Fire Extinguishing Systems.
 - 3.5 NFPA 2010, Standard for Fixed Aerosol Fire Extinguishing Systems.

Exceptions:

1. Fire suppression systems for lead acid and nickel cadmium battery systems at facilities under the exclusive control of communications utilities that operate at less than 50 VAC and 60 VDC shall be provided where required by NFPA 76.
2. Lead-acid and nickel-cadmium systems that are used for DC power for control of substations and control for safe shutdown of generating stations under the exclusive control of the electric utility, and located outdoors or in building space used exclusively for such installations, shall not be required to have a fire suppression system installed.
3. Lead-acid battery system in uninterruptable power supplies listed and labeled in accordance with UL 1778, utilized for standby power applications, which is limited to not more than 10 percent of the floor area on the floor on which the ESS is located, shall not be required to have a fire suppression system. (Material based on NFPA 855 2023 Ed.)

Section 1207.6.1.2.5 “Mechanical exhaust ventilation controls,” is hereby added as follows:

1207.6.1.2.5 Mechanical exhaust ventilation controls.

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Clearly identified separate switches shall be provided to both to activate the mechanical exhaust ventilation system and to shutoff the ventilation system.

Section 1207.6.1.2.6 “System activation,” is hereby added as follows:

1207.6.1.2.6 System activation.

Activation of the gas detection system shall result in all the following:

1. Initiation of distinct audible and visible alarms in the battery storage room.
2. Transmission of an alarm to an approved location.
3. De-energizing of the battery charger.

Exception: Lead-acid and nickel-cadmium stationary storage battery systems shall not be required to comply with Items 1, 2 and 3.

Section 1207.11.3 “Location” is hereby deleted in its entirety and replaced with the following:

1207.11.3 Location.

Energy storage system shall only be installed in the following locations:

1. Detached garages and detached accessory structures.
2. Attached garages separated from the dwelling unit living space and sleeping units in accordance with Section 406.3.2 of the International Building Code.
3. Outdoors or on the exterior side of exterior walls located a minimum of 3 feet (914 mm) from doors and windows directly entering the dwelling unit.

Section 1207.11.4 “Energy ratings,” is hereby deleted in its entirety and replaced with the following:

1207.11.4 Energy ratings.

Individual ESS units shall have a maximum rating of 20 kwh. The aggregate rating of the ESS shall not exceed:

1. 80 kWh in attached or detached garages and detached accessory structures.
2. 80 kWh on exterior walls.
3. 80 kWh outdoors on the ground.

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ESS installations exceeding the permitted individual or aggregate ratings shall be installed in accordance with Sections 1207.1 through 1207.9. (Material based on NFPA 855 2023 Ed.)

6. CHAPTER 23 "MOTOR FUEL-DISPENSING FACILITIES AND REPAIR GARAGES," is amended as follows:

Section 2308.3.2 "Vehicle impact protection," is hereby added as follows:

2308.3.2 Vehicle impact protection.

Vehicle impact protection for CNG gas storage containers, pumps and dispensers shall be provided in accordance with section 312 of the International Fire Code.

Section 3307.2.1 "Combustible building materials," is hereby deleted in its entirety and replaced with the following:

3307.2.1 Combustible building materials.

When combustible building materials of the building under construction are delivered to a site, a minimum fire flow of 1500 gallons per minute (5678 L/m) shall be provided. The fire hydrant used to provide this fire flow supply shall be within 500 feet (152 m) of the combustible building materials, as measured along an approved fire apparatus access lane. Where the site configuration is such that one fire hydrant cannot be located within 500 feet (152 m) of all combustible building materials, additional fire hydrants shall be required to provide coverage in accordance with this section.

Section 3307.2.2 "Vertical construction of Types III, IV and V construction," is hereby deleted in its entirety and replaced with the following:

Section 3307.2.2 Vertical construction of Types III, IV and V construction. Prior to commencement of vertical construction of Type III, IV or V buildings that utilize any combustible building materials, a minimum fire flow of 1500 gallons per minute (5678 L/m) shall be provided. A sufficient number of fire hydrants shall be provided so all portions of the vertical construction is within 500 feet (152 m) of a fire hydrant measured along an approved fire apparatus access road.

Section 3307.2.2.1 "Fire separation up to 30 feet," is hereby deleted in its entirety.

EXHIBIT A

Section 3307.2.2.2 “Fire separation of 30 feet up to 60 feet,” is hereby deleted in its entirety.

Section 3307.2.2.3 “Fire separation of 60 feet or greater,” is hereby deleted in its entirety.

7. APPENDIX C: “FIRE HYDRANT LOCATIONS AND DISTRIBUTION,” is hereby deleted in its entirety and replaced with the following:

Section C101 GENERAL is hereby deleted in its entirety and replaced with the following:

C101.1 Scope.

In addition to the requirements of section 507.5.1, fire hydrants shall be provided in accordance with the City of Goodyear Engineering Design Standards and Policies Manual and this appendix for the protection of buildings, or portions of buildings, hereafter constructed or moved into the jurisdiction.

Section C102 NUMBER OF HYDRANTS is hereby deleted in its entirety and replaced with the following:

C102.1 Minimum number of fire hydrants for a building.

The number of fire hydrants available for a building shall be not less than the minimum specified in Table C102.1

TABLE C102.1
REQUIRED NUMBER OF FIRE HYDRANTS ^{a,b,c,d,e,f,g,h}

FIRE-FLOW REQUIREMENT (gpm)	MINIMUM NUMBER OF HYDRANTS
1,750 or less	1
1,751- 2,250	2
2,251- 2,750	3
2,751- 3,250	3

EXHIBIT A

3,251-4, 000	4
4,001- 5,000	5
5,001- 5,500	6
5,501---6,000	6
6,001- 7 ,000	7
7,001 or more	8 or more ^e

For SI: 1 foot= 304.8 mm, 1 gallon per minute = 3.785 Um

- a. Reduce by 100 feet for dead-end streets or roads.
- b. Where streets are provided with median dividers that cannot be crossed by fire fighters pulling hose lines, or where arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis.
- c. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet to provide for transportation hazards.
- d. Reduce by 50 feet for dead-end streets or roads.
- e. One hydrant for each 1,000 gallons per minute or fraction thereof.
- f. A 50-percent spacing increase shall be permitted where the building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1 of the International Fire Code.
- g. A 25-percent spacing increase shall be permitted where the building is equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.2 or 903.3.1.3 of the International Fire Code or Section P2904 of the International Residential Code.
- h. The fire code official is authorized to modify the location, number and distribution of fire hydrants based on site-specific constraints and hazards.

EXHIBIT A

Section C103 FIRE HYDRANT SPACING is hereby deleted in its entirety and replaced with the following:

C103.1 Hydrant spacing.

Fire apparatus access roads and public streets providing required access to buildings in accordance with Section 503 shall be provided with one or more fire hydrants, as determined by the City of Goodyear Engineering Design Standards and Policy Manual, and Table C102.1.

8. APPENDIX D: "FIRE APPARATUS ACCESS ROAD," is hereby amended as follows:

Section D101.1 "Scope," is hereby deleted in its entirety and replaced with the following:

D101.1 Scope.

Fire apparatus access roads shall be in accordance with this appendix, all other applicable requirements of the International Fire Code, and the City of Goodyear Engineering Design Standards and Policies Manual.

Section D103.1 "Access road width with a hydrant," is hereby deleted in its entirety and replaced with the following:

D103.1 Access road width with a hydrant.

Where a fire hydrant is located on a fire apparatus access road, the minimum width shall be as required by the City of Goodyear Engineering Design Standards and Policies Manual.

Figure D103.1 "Dead-end Fire Apparatus Access Road Turnaround," is deleted in its entirety and replaced with the following:

Figure D103.1 Dead End Fire Apparatus Access Road Turnaround.

Dead ends and fire apparatus access road turnarounds shall comply with the requirements for dead ends and fire apparatus access road turnarounds in the City of Goodyear Engineering Design Standards and Policies Manual.

Section D103.2 "Grade," is hereby deleted in its entirety and replaced with the following:

D103.2 Grade.

Fire apparatus access road shall not exceed the grade of 8% as required in the City of Goodyear Engineering Design Standards and Policies Manual.

EXHIBIT A

Exception: Grades steeper than 8% as approved by the fire chief.

Section D103.3 "Turning radius ," is hereby deleted in its entirety and replaced with the following:

D103.3 Turning radius.

The minimum turning radius shall be in accordance with the requirements in the City of Goodyear Engineering Design Standards and Policies Manual.

Section D103.4 "Dead ends and Table D103.4," are hereby deleted in its entirety and replaced with the following:

D103.4 Dead ends.

Dead-end fire apparatus access roads in excess of 150 feet (45720 mm) shall be provided with width and turnaround provisions in accordance with the requirements of the City of Goodyear Engineering Design Standards and Policies Manual and Table D103.4.

Section D103.6 "Signs," is hereby deleted in its entirety and replaced with the following:

D103.6 Signs.

Where required by the fire code official, fire apparatus access roads shall be marked with permanent signs complying with the City of Goodyear Engineering Design Standards and Policies Manual and/or provide curb markings in accordance with Section 503.3 of the International Fire Code as amended herein.

Section D104.2 "Buildings exceeding 62,000 square feet in area," is hereby amended as follows:

The exception is deleted in its entirety.

Section D106.1 "Projects having more than 100 dwelling units," is hereby amended as follows:

The exception is deleted in its entirety.

Section D106.2 "Projects having more than 200 dwelling units," is hereby deleted in its entirety.

EXHIBIT A

9. APPENDIX L: "REQUIREMENTS FOR FIREFIGHTER AIR REPLENISHMENT SYSTEMS" is amended as follows:

Section L101.1 "Scope," is hereby deleted in its entirety and replaced with the following:

L101.1 Scope.

Firefighter air replenishment systems (FARS) shall be provided in accordance with this appendix.

Section L101.2 "When required," is hereby added as follows:

L101.2 When required.

A Fire Fighter Air Replenishment System (FARS) shall be required in all new buildings or structures that meet any of the following:

1. The building or structure has five (5) or more floors above grade; or
2. The building or structure is a high rise building as defined by the International Building Code as adopted and amended by the governing authority; or
3. The building, structure or components thereof are underground and the square footage of the underground building, structure, or component thereof is ten thousand (10,000) feet or more and is located either more than two (2) floors below grade or more than thirty (30) feet below grade; or
4. In the opinion of the fire code official, a FARS is required where, in large or complex buildings, the travel distance exceeds 150 foot (45720 mm) from the exterior entry points around the building to all interior locations.



City of Goodyear

2024 International Building and Fire Codes Adoption



International Codes (I-Codes)

- International Code Council
- Currently on 2018 I-Codes



Public Process

- Developer Advisory Forum
- Draft amendments distributed for review
- Stakeholder meetings (HBACA)





Local Amendments

- No permits required for residential water heaters installed by licensed contractor.
- No permit required for residential re-roofing projects.
- All retaining walls regardless of height require permit.



Next Steps

- 30-day implementation period for 2024 International Fire Code
 - Align with emerging technologies
- 90-day implementation period for 2024 International Building Code
 - One year buffer for home builders to update standard plans





Recommendation

2024 International Building and Fire Codes Adoption

ADOPT INTERNATIONAL CODES

and

ADOPT INTERNATIONAL FIRE CODE

ITEM #: 15.
DATE: 03/23/2026
AI #:3102



CITY COUNCIL ACTION REPORT

SUBJECT: SALT RIVER PROJECT (SRP) NON-RESIDENTIAL LAWN CONVERSION PROGRAM ASSISTANCE AGREEMENT

STAFF PRESENTER(S): Barbara Chappell, Water Services Director; Andrew Pirrone, Water Conservation Supervisor

SUMMARY

Salt River Project Agricultural Improvement and Power District (SRP) is offering up to \$225,000 of financial support over a ten-year period to the City of Goodyear (City) to support the City's current and ongoing efforts to convert non-residential lawn/turf landscaping within the City's water service area into low-water use landscaping.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality



INFRASTRUCTURE

RECOMMENDATION

Approve SRP Non-Residential Lawn Conversion Program Assistance Agreement and provide authorization and direction to the City Manager, or their designee, to take actions and execute documents necessary to carry out the intent of the Agreement. (Anthony Dudley, Interim Water Services Director)

FISCAL IMPACT

The Agreement (Attachment A) provides a SRP match to rebates paid by the City for the conversion of lawn/turf landscaping located within non-residential properties into low-water use landscaping. SRP funding will augment the City's current funding for such conversions, which are included in the Water Services Department's (Water Services) approved budget.

Water Services staff time will be needed to process the paperwork required to receive the funding under this Agreement. However, minimal impact is expected as Water Services has existing processes in place to provide support for prior grants with similar requirements.

BACKGROUND AND PREVIOUS ACTIONS

Part of the City's efforts to protect and bolster the resilience of the City's water resource portfolio include conservation efforts. The City's existing program supports the conversion of lawn/turf landscaping that is not being used for active recreational purposes into low-water use landscaping. The program's focus is on lawn/turf landscaping within non-residential properties, such as commercial properties and homeowners' association (HOA) common areas, within Goodyear's water service area.

SRP has been a valuable partner in the City's water conservation efforts. The City and SRP have an existing agreement in place where SRP provides funds that support water budgeting software for large landscape water customers to help with efficiency and leak detection. The Agreement (Attachment A) furthers the City's conservation efforts by supplementing available funding for non-residential lawn/turf conversions.

STAFF ANALYSIS

Under the terms of this Agreement, SRP will match the City's payments for non-residential lawn/turn conversions up to \$5,000 per approved rebate with a maximum of \$25,000 per SRP's fiscal year. The Agreement is for ten years but is subject to SRP's Board of Directors approving funding for the continued program.

Although the City has made progress with its conversions within the City's water service area, there still remains more than 350 acres of lawn/turf landscaping within non-residential properties. Replacing lawn/turf landscaping that is not used for active recreational purposes with low-water use landscaping bolsters the resilience of Goodyear's water resource portfolio in addition to maximizing the social and economic value of where our water is utilized within the city.

The financial support from SRP under this Agreement will allow for an increased amount of conversions within the City's water service area.

Attachments

Attachment A - SRP Non-Residential Lawn Conversion Program Assistance Agreement
Staff Presentation

AGREEMENT
BETWEEN
THE CITY OF GOODYEAR
AND

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

This Agreement ("Agreement") is made and entered into as of the _____ day of _____, 2026, by and between the CITY OF GOODYEAR, an Arizona municipal corporation ("Goodyear" or the "City") and SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, a political subdivision of the State of Arizona ("SRP") (collectively the "Parties").

RECITALS:

1. The City is authorized to execute this Agreement pursuant to action taken by the Goodyear City Council on March 23, 2026.
2. SRP desires to coordinate with the City on a non-residential grass conversion program (Program) beginning on July 1, 2026. The Program will provide financial incentives to non-residential Goodyear water customers who are removing qualifying areas of live, healthy grass and converting to certain approved low-water-use landscapes.
3. SRP will provide matching funds, in the amount up to \$225,000 (maximum of up to \$25,000 per fiscal year with the first fiscal year beginning on May 1, 2026), to the Program for the City to distribute to non-residential Goodyear water customers throughout the term of this contract, subject to budget approval and annual evaluation by SRP to confirm that the Program is resulting in the anticipated water savings commensurate with expenditures.

SRP Fiscal Years are as follows:

- a) FY27 (May 1, 2026-April 30, 2027)
- b) FY28 (May 1, 2027-April 30, 2028)
- c) FY29 (May 1, 2028-April 30, 2029)
- d) FY30 (May 1, 2029-April 30, 2030)
- e) FY31 (May 1, 2030-April 30, 2031)
- f) FY32 (May 1, 2031-April 30, 2032)
- g) FY33 (May 1, 2032-April 30, 2033)
- h) FY34 (May 1, 2033-April 30, 2034)
- i) FY35 (May 1, 2034-April 30, 2035)

4. The City desires to cooperate with SRP in the development of the Program and making this funding match opportunity available to Goodyear non-residential water customers via the Program.
5. The Program supports the City's municipal water conservation goals as well as the SRP 2035 sustainability goal for water conservation of creating and executing programs to identify five billion gallons of potential water conservation by 2035.
6. The Parties believe this Agreement will benefit both Goodyear and SRP's water customers by providing the City and SRP with data on water conservation savings related to grass removal conversion projects that result in low-water-use landscapes. The City will provide aggregated water use data to SRP to quantify the water savings towards the sustainability goal. The data that SRP receives will not include personally identifying information or other confidential information about the customers or their water use.
7. Both Parties understand that there are no guaranteed water conservation savings from individual grass conversion projects under the Program, but anticipate that the Program will, in the aggregate, result in non-negligible water savings. Estimated water savings range from 20 – 40 gallons per square foot per year for lawn replacement projects. 30 Gallons per square foot may be used as an average to determine an aggregate estimate until water savings may be determined from billed consumption data.
8. Both Parties acknowledge that the Program is part of the City's initiative to reduce water usage and in accordance with SRP's previously filed conservation plan(s) and is not intended to abandon, forfeit, waive, or evidence any abandonment, forfeiture, or waiver, or reduce in any way any water rights that may be associated with or appurtenant to any property enrolled in the Program. Landscape areas that are served by flood irrigation are ineligible for incentives under the Program.

NOW, THEREFORE, in consideration of the foregoing, the mutual promises contained herein and other good and valuable consideration, sufficiency and adequacy of which the Parties acknowledge, the City and SRP agree as follows:

1. GENERAL PROVISIONS

- 1.1 The foregoing recitals are incorporated into this Agreement.
- 1.2 DEFINITIONS: In addition to the defined and capitalized terms in this Agreement, the following terms shall have the following meanings:
 - (a) "Program" refers to Goodyear's non-residential grass conversion rebate program.
 - (b) "Customers" refers to Goodyear non-residential water customers who participate in the Program.
 - (c) "Approved Rebate" refers to applications that have been submitted to Goodyear's Program, met all of the requirements of the Program, been reviewed internally by

Goodyear, and been approved by Goodyear for rebate payout after final inspection of the completed landscape conversion.

- 1.3 PURPOSE: This Agreement is intended to set forth the respective agreements and responsibilities of the Parties with respect to the Program.
 - 1.3.1 SRP Responsibilities. SRP agrees to do the following in connection with the Program:
 - 1.3.1.1 SRP will provide up to \$225,000 (maximum of up to \$25,000 per year), subject to annual SRP Board of Director's budget approval, in Program funding to the City over the term of this contract.
 - 1.3.1.2 SRP will promote the Program via relevant communications to City Customers (as necessary and if requested by Goodyear);
 - 1.3.1.3 SRP will provide reimbursement to the City through the SRP Accounts Payable process;
 - 1.3.1.4 SRP will match payments made by Goodyear, up to \$5,000 per Approved Rebate to participating Goodyear Customers, calculated at the rate of \$1.00 per square foot of removed grass when converted to an approved low-water-use landscape, that meets the terms and conditions of the Program rules, as specified by the City and its application process.
 - 1.3.1.5 SRP will pay the City's invoices in accordance with section 2.1 of this Agreement. SRP will defer to the City's determination that a Customer has qualified to receive such funds, as limited by section 1.3.2.5 of this Agreement.
 - 1.3.2 City of Goodyear Responsibilities. The City agrees to perform the following in connection with the Program:
 - 1.3.2.1 The City will market the Program to its non-residential water customers;
 - 1.3.2.2 The City will require permission via user agreement from Customers to share aggregated water data for the calendar year by March 1 of the following year with SRP. The City will not share any personal water use data with SRP;
 - 1.3.2.3 The City will ensure that the entity or person that owns the enrolled property, if different than the Customer, has consented to modifications to the property and that the proposed modifications to the property do not violate the requirements of the ordinance zoning the property;
 - 1.3.2.4 The City will ensure Program funds for which a rebate will be sought will be paid to the account holder of an active Goodyear water meter that serves all or at least a portion of the landscape that has an Approved Rebate from the Program on file;

- 1.3.2.5 The City will reasonably, in good faith and at its sole discretion determine whether a Customer qualifies to receive Program funds subject to a rebate under this Agreement;
- 1.3.4.6 The City will provide SRP with updates on how many Customers have participated in the Program, as well as total square feet of converted grass from the Program;
- 1.3.2.7 The City will share aggregated data quarterly, with each invoice submitted pursuant to section 2.1 below, with SRP on water savings and other significant findings based on Approved Rebates;
- 1.3.2.8 The City will manage, distribute and follow-up with Customers regarding Program satisfaction using surveys;

2. CONSIDERATION AND TERM

The City and SRP agree to the following:

- 2.1. Manner of financing. SRP agrees to contribute up to \$225,000 (maximum of up to \$25,000 per year), subject to annual SRP Board of Director's budget approval, in Program funding over the term of contract. SRP shall provide the funds in the form of a reimbursement for Approved Rebates. For each square foot of removed grass converted to an approved low-water-use landscape under the Program, SRP will provide \$1.00 in funds up to \$5,000 per Approved Rebate to reimburse Goodyear for a portion of the Approved Rebate, up to a maximum of \$25,000 per year and \$225,000 in total. Goodyear will pay out Program funds to qualifying Customers and invoice SRP for the amount paid on a quarterly basis. Goodyear will provide the square footage and associated water savings with the Approved Rebates as backup for the invoice. SRP shall pay each invoice within sixty (60) days following the date of such invoice, or if such day is not a business day, on the next succeeding business day.
- 2.2 SRP shall have the right to designate its own employee representative(s) or its contracted representative(s) to audit and to examine, at its own expense, any cost, payment, aggregated water usage data, or supporting documentation resulting from any items set forth in this Agreement. SRP or its representative(s) shall undertake any such audit(s) at reasonable times and appropriate locations and in conformance with generally accepted auditing standards. Goodyear shall fully cooperate with any such audit(s). This right to audit shall extend for a period of three (3) years following the date of each payment under this Agreement. Goodyear shall retain all necessary records/documentation during this audit period or until any dispute in connection with an audit is resolved, whichever is longer. Goodyear shall notify SRP in writing of any exception taken as a result of an audit and SRP shall respond in writing to such notification within thirty (30)

days. Upon resolution of any exception, the owing Party shall directly refund the amount of any exception to the other Party within thirty (30) days.

- 2.3 The Agreement shall be effective on the date the Agreement is fully executed ("Effective Date"). The term of the Agreement will expire on April 30, 2035, unless terminated earlier as provided herein.
- 2.4 SRP may terminate this Agreement by giving thirty (30) days' written notice if SRP's annual review of water savings and expenditures demonstrates that the Program is not, in SRP's reasonable discretion, resulting in anticipated water savings commensurate with expenditures.
- 2.5 Either Party may terminate this Agreement by giving written notice to the other Party at least sixty (60) days prior to the desired termination date.
- 2.6 SRP shall remain liable for reimbursements for all Approved Rebates, subject to the terms of this Agreement, approved prior to the expiration or earlier termination of this Agreement.
- 2.7 Upon termination, all of the Parties' obligations under this Agreement shall cease, unless such obligations expressly survive termination pursuant to the terms of this Agreement.

3. MISCELLANEOUS PROVISIONS

- 3.1 This Agreement may not be changed, modified or rescinded, except as provided herein and in writing and signed by the Parties hereto, and any attempt at oral modification shall be void.
- 3.2 All notices required pursuant to this Agreement shall be delivered or sent via certified mail, return receipt requested, to:

SRP

Salt River Project
Attn: Senior Manager of Water & Forest
Sustainability
P.O. Box 52025
Phoenix, AZ 85072-2025

Goodyear

City of Goodyear
Attn: City Manager
1900 N. Civic Square
Goodyear, Arizona 85395

- 3.3 All notices are effective when delivered or on the date that certified mail return receipt is signed.
- 3.4 All sums owed under this Agreement, if not received by Goodyear within thirty (30) days after they become payable, will be charged a late payment fee of two percent (2.0%) of the amounts due. Any applicable late charges shall be separate and not discounted from the remaining Program Funds.

- 3.5 Pursuant to A.R.S. § 38-511, this Agreement may be cancelled without penalty or further obligation within three years after execution of the Agreement if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of either Party is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of the other Party to the contract in any capacity or is a consultant to any other party of the contract with respect to the subject matter of the Agreement. Additionally, pursuant to A.R.S. § 38-511 the aggrieved party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the aggrieved party, from the other party arising as the result of the Agreement.
- 3.6 This Agreement represents the entire agreement of the Parties with respect to its subject matter, and supersedes any and all other agreements or understandings, whether written or oral, and whether previous to or contemporaneous with execution hereof.
- 3.7 This Agreement shall be governed by the laws of the State of Arizona without regard to Arizona's conflict of laws provision.
- 3.8 Any action or suit commenced in connection with this contract shall be in the Superior Court of Arizona in and for the County of Maricopa.
- 3.9 The rights and remedies of the Parties provided in this Agreement are not exclusive and are in addition to any other rights and remedies available to the Parties in law or equity.
- 3.10 Neither Party shall assume liability for claims, loss or liability arising out of or resulting from the Program other than for its negligence and the Parties hereby release each other from any such claims, loss or liability.
- 3.11 Assignment: Neither Party shall assign this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld.
- 3.12 Entire Agreement: This Agreement, together with any supplemental provisions attached hereto, constitutes the entire Agreement between the parties. Waiver or any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver or any subsequent breach of any term, covenant or condition herein. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assignees.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the ____ day of _____, 2026.

CITY OF GOODYEAR

City Manager

Date

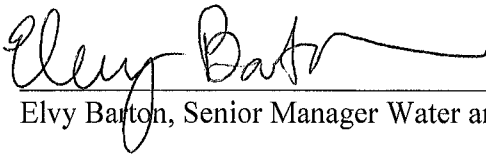
APPROVED AS TO FORM:

Roric Massey, City Attorney

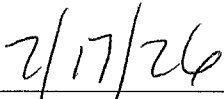
ATTEST:

Jasmine Pernicano, City Clerk

SRP



Elvy Barton, Senior Manager Water and Forest Sustainability



Date



Salt River Project Non-Residential Lawn Conversion Program Assistance





Salt River Project Non-Residential Lawn Conversion Program Assistance

Agenda

- Current Program
- Funding
- Alignment with Goodyear's Strategic Plan





SRP Non-Residential Lawn Removal Assistance

Current Program

- ➔ Non-Residential
- ➔ Approximately 5 Acres of lawn replaced
- ➔ Approximately 6 Million Gallons Saved Per Year
- ➔ Still 350+ acres of this category of lawn in the service area





SRP Non-Residential Lawn Removal Assistance

Funding

- ➔ Water Operating Fund
- ➔ Water Infrastructure Finance Authority (WIFA) Grant
- ➔ Salt River Project Agreement





Salt River Project Non-Residential Lawn Conversion Program Assistance

Strategic Plan Alignment

→ Focus Areas

- Fiscal & Resource Management
- Economic Vitality
- Innovative & High Performing Organization





Salt River Project Non-Residential Lawn Conversion Program Assistance

Recommendation:
Approve the Agreement between the City of Goodyear and Salt River Project Agricultural Improvement and Power District.



Single Family Yard Lawns?

Single Family Residential Theoretical:

To achieve similar water savings:

- ~250 individual home yards
- Additional \$600,000
- 1 Additional staff
- Equity questions for already completed projects or those in Liberty



COST PER KGAL SAVED

*Estimated based on existing rebate amounts and typical expected water savings, not including staff time

