



Mayor
Joe Pizzillo

Vice Mayor
Brannon Hampton

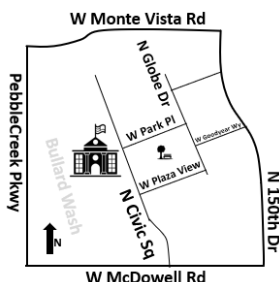
Councilmember
Wally Campbell

Councilmember
Laura Kaino

Councilwoman
Vicki Gillis

Councilmember
Benita Beckles

Councilmember
Trey Terry



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, April 27, 2026

**Immediately following the Community Facilities District
Meeting that begins at 5:00 p.m.**

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

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>

Immediately following the Community Facilities District Meeting that begins at 5:00 p.m.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER TERRY

COMMUNICATIONS

1. **2026 SPRING TRAINING RECAP**
2. **RECOGNITION OF MILLENNIUM HIGH SCHOOL GIRLS BASKETBALL TEAM**

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

3. **APPROVAL OF MINUTES
RECOMMENDATION**

Approve the March 21, 2026 Special Meeting draft minutes, March 23, 2026 Regular Meeting draft minutes, March 25, 2026 Special Meeting draft minutes, and April 6, 2026 Special Meeting draft minutes. (Jasmine Pernicano, City Clerk)

4. **APPROVAL OF SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE FOR BUC-EE'S GOODYEAR LLC
RECOMMENDATION**

Recommend approval of Application No. 382604 to the Arizona DLLC for a Series 10 (Beer and Wine Store) liquor license for Buc-ee's Goodyear LLC located at 1001 N. Bullard Ave., Goodyear, AZ 85338. (Jasmine Pernicano, City Clerk)

5. **APPROVAL OF SERIES 14 (PRIVATE CLUB) LIQUOR LICENSE FOR AVONDALE MOOSE LODGE #2078
RECOMMENDATION**

Recommend approval of Application No. 390657 to the Arizona DLLC for a Series 14 (Private Club) liquor license for Avondale Moose Lodge #2078 located at 1572 S. Cotton Lane, Goodyear, AZ 85338. (Jasmine Pernicano, City Clerk)

6. **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)
7. **APPROVAL OF AMENDMENT ONE TO THE INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY FOR HOMELESS OUTREACH SERVICES**
RECOMMENDATION
Approve Amendment one to the IGA with Maricopa County, 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 IGA. (Brian Issitt, Chief of Police)
8. **RESOLUTION AUTHORIZING THE ACQUISITIONS OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR CIP #60062 DEL CAMINO LIFT STATION**
RECOMMENDATION
ADOPT RESOLUTION NO. 2026-2517 AUTHORIZING THE ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE DEL CAMINO LIFT STATION: FORCE MAIN AND SEWER RELOCATION PROJECT. (Colton Blyle, Real Estate Specialist; Logan Hopp, Deputy Director of Transportation)

PUBLIC HEARINGS

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

- A. Open the Public Hearing
 - B. Staff Presentation
 - C. Applicant Presentation (if applicable)
 - D. Receive Public Comment
 - E. Close the Public Hearing
9. **PUBLIC HEARING TO REVIEW AND AMEND STIPULATION #13 OF USE PERMIT FOR PV10 MCDONALD'S LOCATED AT THE NORTHEAST CORNER OF INDIAN SCHOOL ROAD AND SARIVAL AVENUE**
RECOMMENDATION
Amend Stipulation #13 of the approved Use Permit for PV10 McDonald's, located at the northeast corner of Indian School Road and Sarival Avenue, to remove the requirement that City Council review the hours of operation and state the hours of operation for PV10 McDonald's shall be 5:00 AM to 12:00 AM daily. (Ann Dolmage, Principal Planner)

10. **PUBLIC HEARING FOR APPROVAL OF USE PERMIT FOR A CONVENIENCE USE DRIVE-THROUGH OIL CHANGE FACILITY GENERALLY LOCATED NORTH OF THE NORTHWEST CORNER OF ELLIOT ROAD AND SAN GABRIEL DRIVE EAST**

RECOMMENDATION

Approve the Use Permit request for a convenience use drive-through oil change facility on an approximately 1.06-acre site zoned Planned Area Development (PAD) with underlying C-2 (General Commercial) zoning and generally located north of the northwest corner of Elliot Road and San Gabriel Drive East, within the commercial development known as Elliot Crossing that is within Estrella. (Ann Dolmage, Principal Planner)

11. **PUBLIC HEARING ON THE FISCAL YEAR (FY) 2027-2030 FOUR-YEAR CONSOLIDATED PLAN, FY2027 ANNUAL ACTION PLAN AND CITIZEN PARTICIPATION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

RECOMMENDATION

Collect public comment on the proposed FY2027-2030 Consolidated Plan, including its Citizen Participation Plan and FY2027 Annual Action Plan. (Christina Panaitescu, Community Partnerships Program Manager)

BUSINESS

12. **RESOLUTION APPROVING REGIONAL PARKING GARAGE DEVELOPMENT AGREEMENT**

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2518 APPROVING THE DEVELOPMENT AGREEMENT WITH RG LAND PARTNERS, LLC., FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF A REGIONAL PARKING GARAGE, POLICE SUBSTATION, AND PUBLIC OPEN SPACE AMENITIES WITHIN GOODYEAR CIVIC SQUARE. (Roric Massey, City Attorney; Kini Knudson, Interim City Manager)

13. **ORDINANCE AMENDING GOODYEAR CITY CODE CHAPTER 13 (TRAFFIC) REGARDING ELECTRIC BICYCLES AND ELECTRIC SCOOTERS**

RECOMMENDATION

ADOPT ORDINANCE NO. 2026-1648 AMENDING GOODYEAR CITY CODE, CHAPTER 13, TRAFFIC TO ENACT A NEW ARTICLE, 13-7, TITLED E-BIKE / E-SCOOTER REGULATIONS. (Brian Issitt, Chief of Police)

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:

May 4, 2026	Council Meeting	5:00 p.m.
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ADJOURNMENT

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

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

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

POSTING VERIFICATION

This agenda was posted on 4/22/2026 at 4:38 p.m. by AG.

ITEM #: 1.
DATE: 04/27/2026
AI #:3069



CITY COUNCIL COMMUNICATION

SUBJECT: 2026 SPRING TRAINING RECAP

STAFF PRESENTER(S): Bruce Kessman, Deputy Director Ballpark General Manager; Cody Disbennet, Assistant General Manager Ballpark Operations

SUMMARY

Council will receive an update and review of the 2026 Major League Baseball (MLB) Spring Training at Goodyear Ballpark, including gameday highlights, ballpark projects, ballpark volunteers and upcoming events.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Receive an update on the 2026 Major League Baseball (MLB) Spring Training at Goodyear Ballpark. No action will be taken. (Bruce Kessman, Deputy Director Ballpark General Manager; Cody Disbennet, Assistant General Manager Ballpark Operations)

Attachments

Staff Presentation



2026 SPRING TRAINING





2026 SPRING TRAINING

	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
 GOODYEAR BALLPARK							21  1:05 PM
	22  1:05 PM	23  1:05 PM	24  1:05 PM	25  1:05 PM	26  1:05 PM	27  1:05 PM	28  1:05 PM
	1  1:05 PM	2  1:05 PM	3  1:05 PM	4  1:05 PM	5  1:05 PM	6  1:05 PM	7  1:05 PM
	8  1:05 PM	9  1:05 PM	10  1:05 PM	11  1:05 PM	12  6:05 PM	13  6:05 PM	14  1:05 PM
	15  1:05 PM	16  6:05 PM	17  6:05 PM	18  1:05 PM	19  6:05 PM	20  1:05 PM	21  1:05 PM
22  12:05 PM							

SPRING TRAINING
FEBRUARY / MARCH 2026

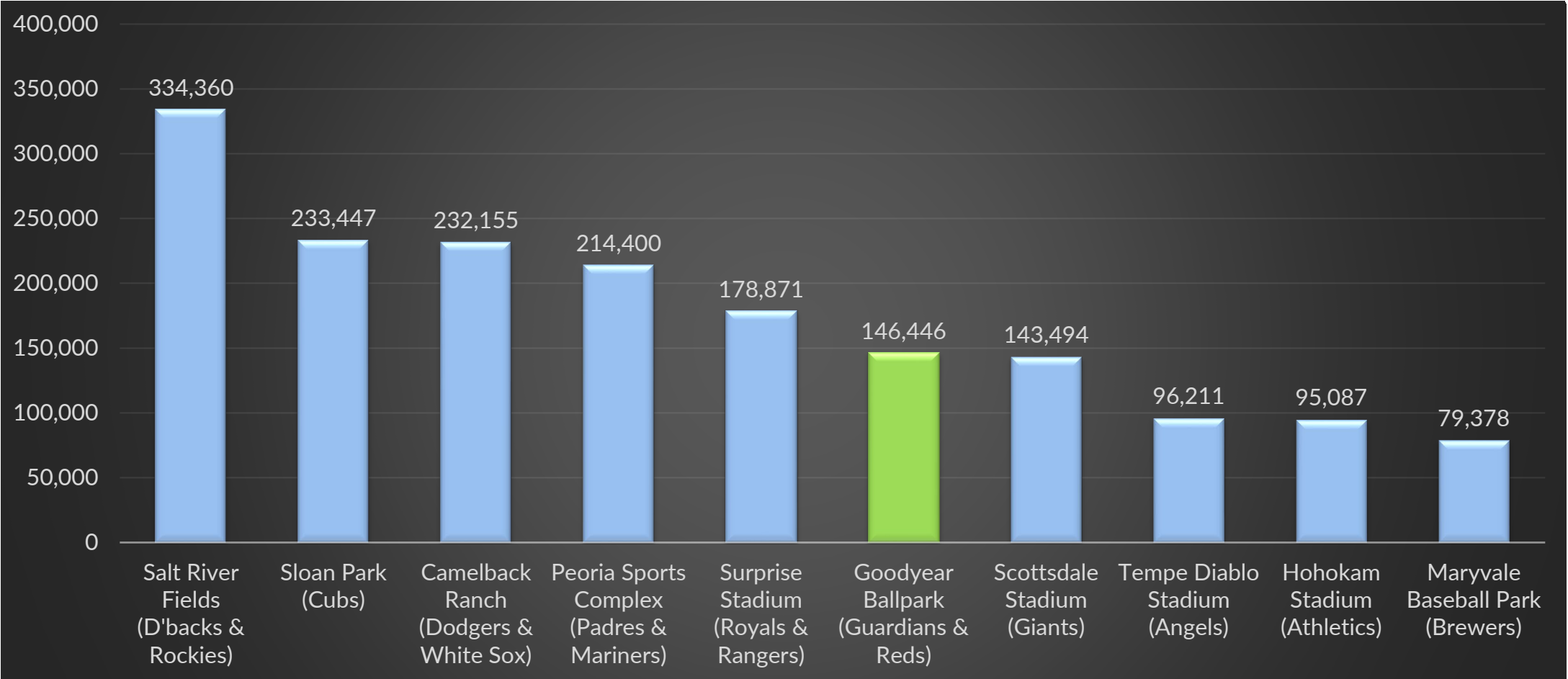
All game dates, times, opponents and promotions are subject to change.

 Home
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2026 SPRING TRAINING





2026 SPRING TRAINING



GAMEDAY HIGHLIGHTS





BALLPARK PROJECTS



VOLUNTEERS





UPCOMING EVENTS

- First Friday Food Truck Festivals & Sunday Markets
- Goodyear Little League
- Buckeye Union HS District graduations
- AIA State Baseball Playoffs
- AZBCA All-Star Games
- Perfect Game tournaments
- Star Spangled 4th
- RoundUp Food Truck Festival
- NABA & MSBL Adult Leagues
- Arizona Fall League
- Fall Festival



ITEM #: 2.
DATE: 04/27/2026
AI #:3273



CITY COUNCIL COMMUNICATION

SUBJECT: RECOGNITION OF MILLENNIUM HIGH SCHOOL GIRLS BASKETBALL TEAM

STAFF PRESENTER(S): Joe Pizzillo, Mayor

SUMMARY

Council will recognize the Millennium High School girls basketball team for winning the 2026 Arizona Interscholastic Association (AIA) Open Division State Championship with a proclamation.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Recognize the Millennium High School girls basketball team for winning the 2026 AIA Open Division State Championship, recognizing their dedication to hard work, teamwork, and athletic excellence. No action will be taken. (Joe Pizzillo, Mayor)

FISCAL IMPACT

There is no fiscal impact related to this item.

ITEM #: 3.
DATE: 04/27/2026
AI #:3258



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the March 21, 2026 Special Meeting draft minutes, March 23, 2026 Regular Meeting draft minutes, March 25, 2026 Special Meeting draft minutes, and April 6, 2026 Special Meeting draft minutes. (Jasmine Pernicano, City Clerk)

Attachments

Draft Minutes 2026-03-21 Special Meeting
Draft Minutes 2026-03-23 Regular Meeting
Draft Minutes 2026-03-25 Special Meeting
Draft Minutes 2026-04-06 Special Meeting

City Council Special Meeting

City Hall - Canyon Trails Room 1 & 2
1900 N. Civic Square
Goodyear, AZ 85395



Saturday, March 21, 2026

10:00 a.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 10:00 a.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 City Attorney Roric Massey

Present:

Attendees: Wendi Brown, President/CEO, WBCP, Inc.

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 Councilmember Laura Kaino, SECONDED BY Councilmember Wally Campbell 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 10:00 a.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 5:20 p.m.

RECONVENE SPECIAL MEETING

Mayor Pizzillo reconvened the Special Meeting at 5:20 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 5:20 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 21, 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 Regular Meeting
City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395



Monday, March 23, 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: Interim City Manager Kini Knudson; City Attorney Roric Massey; City Clerk Jasmine Pernicano

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER BECKLES

APPOINTMENTS

1. APPOINTMENT TO CITY BOARDS, COMMISSIONS AND COMMITTEES

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilwoman Vicki Gillis to APPROVE the appointment to the Planning & Zoning Commission as recommended by the Council Subcommittee on City Boards, Commissions and Committees. 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

Jasmine Pernicano, City Clerk, administered the Oath of Office for those in attendance.

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

Harley Coffin, Goodyear Resident, spoke regarding the increase in electric motorcycles and distributed material for the Police Department.

Seth Filo, Goodyear Resident, requested Council to consider extending the closing time for a medical dispensary from 7:00 p.m. to 10:00 p.m.

Jeff Redmon, Goodyear Resident, expressed support for staff and artwork on utility boxes, and concerns regarding political signs and illegal dumping.

Steven Angel, Goodyear Resident, spoke regarding driveway and RV parking restrictions.

CONSENT

MOTION BY Councilmember Wally Campbell, SECONDED BY Vice Mayor Brannon Hampton to APPROVE Consent Agenda items 2 through 11. 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

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

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

Mayor Pizzillo opened the public hearing at 5:22 p.m.

Guadalupe Ortiz Cortez, Principal Planner, presented a request to annex approximately 16.25 acres of property generally located along W. Lower Buckeye Road, east of S. Perryville Road, for Liberty Elementary School District. Ms. Ortiz Cortez explained the annexation timeline nothing that this is a second public hearing, and that the applicant has fulfilled the Intergovernmental Agreement obligations. She noted the annexation request is consistent with the city's annexation policy and recommended City Council to approve the annexation.

There being no speakers, Mayor Pizzillo closed the Public Hearing at 5:24 p.m.

Jasmine Pernicano, City Clerk, read Ordinance No. 2026-1645 by title only.

In response to Council inquiry, Ms. Ortiz Cortez confirmed the public hearing being held is the last step of the annexation process.

Council briefly spoke about the services provided by the city when an annexation is approved.

MOTION BY Councilmember Benita Beckles, SECONDED BY Councilmember Laura Kaino to 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. 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

BUSINESS

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

David Seid, Interim Parks and Recreation Director, and Layne Ruiz, Arts and Culture Coordinator, with support from Nancy Love, Chair of the Arts and Culture Commission, presented highlights from the FY 2027 Public Art Plan, focusing on the impact of public art, program goals, and key projects such as artwork along the Bullard Wash Trail, Estrella Bridge, three fire stations, Goodyear Recreation Campus Phase II, traffic cabinet art, and the Solid Rock Teen Center. Ms. Ruiz outlined future efforts, such as temporary art pop-ups, Fire Station 188 Police Department substation, and maintenance and conservation of existing art, and reviewed upcoming projects planned for GSQ, future Fire Station 1810, and Wildflower Park renovation.

In response to Council inquiry, Ms. Ruiz reported that 62 utility cabinets have been embellished since the program started in 2019, in addition to 11 heArt projects.

Council expressed support and appreciation to city staff and the committee for their innovation and enhancement of arts and culture in the community.

MOTION BY Vice Mayor Brannon Hampton, SECONDED BY Councilmember Laura Kaino to APPROVE the FY2027 Annual Public Art Plan as recommended by the Goodyear Arts and Culture Commission. 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

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

Katie Wilken, Development Services Director, introduced the item, noting it was previously previewed at a Work Session as part of broader efforts to update city codes and Development Services processes. She stated the item aligns with the city's direction, noted it was developed in coordination with the Fire Department, and recognized Cheryl Mullis, Chief Building Official, to present. Tim Wayne, Interim Fire Chief, was also present for questions.

Ms. Mullis provided an overview of the International Building and Fire Codes, noting they are developed by the International Code Council and that the city currently operates under the 2018 Codes. She reviewed the public process, local amendments, and next steps, to conform to the 2024 Building and Fire Codes.

Jasmine Pernicano, City Clerk, read Ordinance No. 2026-1646 by title only.

Council discussed stakeholder engagement, code updates and the communication plan.

In response to Council inquiry, Ms. Mullis explained that projects currently under review will proceed under the existing code. She added there will be a 30 day implementation period for

Fire and 90 days for Building, with a one year buffer for home builders to update standard plans.

In response to Council inquiry, Tim Wayne, Interim Fire Chief, and Ms. Mullis confirmed the new Fire Code addresses proper storage of lithium batteries.

MOTION BY Councilmember Trey Terry, SECONDED BY Councilmember Benita Beckles to 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. 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

Jasmine Pernicano, City Clerk, read Ordinance No. 2026-1647 by title only. There were no additional discussion.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilwoman Vicki Gillis to 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. 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

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

Anthony Dudley, Interim Water Services Director, introduced the item and turned the presentation over to Andrew Pirrone, Water Conservation Supervisor.

Mr. Pirrone presented on the item and shared information on the current non-residential program, including the number of acres of lawn replaced, water saved, and current funding. He gave a brief description of the new SRP non-residential lawn removal assistance agreement, which expands the partnership with SRP and supports additional conversions within the city's water service area.

Council discussed SRP partnership efforts and water conservation outcomes.

In response to Council inquiry, Mr. Pirrone clarified that the non-residential program does not apply to single-family residential and outlined the application and communication process.

MOTION BY Councilmember Trey Terry, SECONDED BY Councilwoman Vicki Gillis to 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. 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

INFORMATION ITEMS

Council provided updates on the National League of Cities conference and recent community events, and expressed appreciation to public safety for their support.

Council discussed roadway alignment near Loop 303 and Citrus Road and requested an update on the proposed road name change for access to Goodyear High School.

Kini Knudson, Interim City Manager, responded to Council inquiry regarding traffic signal cabinets and shared highlights from recent city events, noting strong attendance at the Lakeside Music Festival and thanked staff and volunteers.

Mayor Pizzillo requested additional information on attendance at the music festival, specifically the number of non-Goodyear residents.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

April 6, 2026

Council Meeting

1:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:19 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 23, 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



Wednesday, March 25, 2026

3:30 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 3:31 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 Attorney Roric Massey

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 and Interim City Manager positions and recruitment.

MOTION BY Vice Mayor Brannon Hampton, SECONDED BY Councilwoman Vicki Gillis 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 3:31 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 4:05 p.m.

RECONVENE SPECIAL MEETING

Mayor Pizzillo reconvened the Special Meeting at 4:05 p.m.

CONTINUATION OF BUSINESS

2. Council will consider for possible action, adjustments to compensation for the Interim City Manager.

No action was taken.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 4:05 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 25, 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 - Canyon Trails Room 1 & 2
1900 N. Civic Square
Goodyear, AZ 85395



Monday, April 6, 2026

1:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 1:00 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: Interim City Manager Kini Knudson; City Attorney Roric Massey; City Clerk Jasmine Pernicano

[Councilwoman Gills participated by telephone.]

BUSINESS

1. APPROVAL OF CITY MANAGER APPOINTMENT AND CONTRACT

Roric Massey, City Attorney, presented the item, providing an overview of the recruitment process for the City Manager, introducing Bryan Langley, and summarizing the terms of the proposed employment agreement.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Laura Kaino to APPROVE the appointment of Larry Bryan Langley as the new City Manager and authorize the Mayor, or their designee, to execute the related employment agreement. The motion carried by a ROLL CALL vote 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

Mayor Pizzillo recognized Kini Knudson for his service and contributions while serving as Interim City Manager.

WORK SESSION

ALL ITEMS LISTED ARE FOR DISCUSSION ONLY. NO ACTION CAN NOR WILL BE TAKEN.

2. **CITY MANAGER'S RECOMMENDED FISCAL YEAR (FY) 2027 ANNUAL BUDGET AND FY2027-2031 CAPITAL IMPROVEMENT PROGRAM**

Kini Knudson, Interim City Manager, introduced the FY2027 Recommended Budget emphasizing the city's strategic plan and conservative financial policies.

Finance Manager Ryan Bittle presented the FY2027 City Manager's Recommended Budget totaling \$855.2 million, providing an overview of economic indicators, financial policies, five-year forecasts, and assumptions previously reviewed during the February 17, 2026 Council Retreat. Mr. Bittle discussed personnel recommendations which included 57.5 new full-time equivalent positions and a 5% pay increase for all non-represented employees, and associated increases for represented public safety employees per the adopted Memorandum of Understanding (MOU). He then reviewed supplemental requests from the City Manager's Office, Legal Services, Municipal Court, City Clerk's Office, Finance, Human Resources, Information Technology, Digital Communications, Fire, and Police.

Council discussed supplemental staffing requests, expressed support for the Management Assistant for the City Clerk's Office but requested an evaluation of the administrative positions. Mr. Knudson explained the timing of recruiting for the Management Assistant position will be held until the new City Manager has an opportunity to review administrative positions citywide.

Council discussed the class and compensation study and reviewed internal equity, benchmarking and comprehensive study of all job descriptions.

Council inquired about leasing versus purchasing equipment, and a follow-up discussion on the supplemental process for requests not brought forward for recommendation. Brian Issitt, Chief of Police, explained the potential to utilize grant and RICO funding to support equipment purchases. Council requested additional information regarding the implementation of a drone program in coordination with the Real-Time Crime Center.

Council discussed community growth, resource needs, and the importance of retaining and supporting public safety personnel, and emphasized the need to continue pursuing funding for the drone program. Council also expressed support for body-worn camera software enhancements, including the use of artificial intelligence to streamline and expedite video review, and public safety initiatives.

Mayor Pizzillo recessed the Work Session at 2:39 p.m. and reconvened it at 2:53 p.m.

Mr. Bittle continued the review of supplemental funding requests for Development Services, Economic Development, Engineering, Parks and Recreation, Public Works, and Water Services.

In response to Council discussion, Wendy Bridges, Economic Development Director, explained the Business Attraction Program encourages new business development within the city, while the Business Retention and Expansion Program supports the successful growth of existing businesses. Ms. Bridges also described the Innovation Center, which provides resources for small businesses and entrepreneurs, noting a 29% increase in interactions attributed to a partnership with Arizona State University. Council discussed the potential for increasing requested funding for business attraction and retention efforts. Mr. Knudson indicated that a work session with the incoming City Manager would be scheduled to review the Economic

Development Strategic Plan.

Steve Scinto, Director of Engineering, in response to Council inquiry, reported that recent traffic counts had been completed on all major arterial roads and addressed one-time funding requests for staffing to support ongoing construction activity throughout the city. Council requested additional information from the traffic counts performed.

Council discussed staffing needs at the Ballpark and Recreation Center, as well as soccer fields to retain recreational opportunities in Goodyear. David Seid, Interim Parks and Recreation Director, provided information on staffing levels and noted that grant funding was being utilized to install shade structures at baseball fields, community parks, and pickleball courts. Mr. Knudson added that partnership opportunities for soccer fields were being explored.

Council discussed the Bullard Wash and Goodyear Recreation Campus (GRC) Phase II projects, expressing concerns related to design and requested an update at a future meeting.

Mr. Bittle presented an overview of the Capital Improvement Program (CIP), including updates on current projects and the five-year CIP consisting of 68 projects totaling \$706.6 million across transportation, enterprise, general government, parks and ballpark, and public safety categories. He also highlighted Fiscal Year 2026 CIP accomplishments.

Council discussed project timelines, scopes, and coordination efforts to limit disruptions and maintain traffic flow during roadway improvement projects, in addition to concerns regarding congestion at the intersections of Indian School Road at Perryville Road and Indian School Road at Citrus Road. In response, Mr. Scinto described phased approaches for various projects to allow for earlier initiation.

In response to Council concerns on the timing of projects along Bullard Avenue in relation to the opening of Buc-ee's, Mr. Knudson responded that roadway improvements associated with Buc-ee's would be completed prior to its opening.

Councilmember Campbell left the meeting at 4:07 p.m.

In response to Council inquiry regarding fire station remodels, Tim Wayne, Interim Fire Chief, reported that all stations except one met current standards, and that plans were underway for improvements to the remaining station as well as a new station in Mobile.

Council discussed unfunded CIP projects and the process outlined on page 120 of the budget document. Mr. Knudson noted that staff would return to Council in future fiscal years with updated budget proposals and CIP recommendations, and he also referenced a potential policy change related to art funding.

Council discussed the ability of the new City Manager to make amendments to the recommended budget.

Mr. Bittle concluded the discussion on the FY2027 Recommended Budget highlighting next steps in the budget process.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

April 13, 2026

Council Meeting

5:00 p.m

EXECUTIVE SESSION

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

3. Pursuant to A.R.S. §38-431.03(A) (3) & (4): For legal advice and consultation and to consider its position and to provide instruction/direction to City Attorney and City Manager regarding the city's position in connection with contracts that are the subject of negotiations associated with the GSQ district parking garage project.

MOTION BY Councilmember Laura Kaino, SECONDED BY Vice Mayor Brannon Hampton to CONVENE an Executive Session. The motion carried as follows:

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

Passed - Unanimously

Council moved into Executive Session at 4:37 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 5:02 p.m.

RECONVENE SPECIAL MEETING

Mayor Pizzillo reconvened the Special Meeting at 5:02 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 5:02 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 April 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 #: 4.
DATE: 04/27/2026
AI #:3261



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVAL OF SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE
FOR BUC-EE'S GOODYEAR LLC**

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

OTHER PRESENTER(S):

Melissa Stansell, Agent

SUMMARY

Melissa Stansell, Agent for Buc-ee's Goodyear LLC, has submitted an application for a Series 10 (Beer and Wine Store) liquor license for the location at 1001 N. Bullard Ave., Goodyear, AZ 85338. 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. 382604 to the Arizona DLLC for a Series 10 (Beer and Wine Store) liquor license for Buc-ee's Goodyear LLC located at 1001 N. Bullard Ave., Goodyear, AZ 85338. (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 new Series 10 (Beer and Wine Store) liquor license application on March 20, 2026, from the Arizona DLLC for Buc-ee's Goodyear LLC, represented by Agent Melissa Stansell.

In accordance with A.R.S. §4-201(B), the public hearing notice was posted on April 1, 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 and Planning & Zoning, with no objections reported. The application is included as Attachment A - DLLC Local Governing Body Report.

STAFF ANALYSIS

The requested Series 10 license authorizes the retail sale of beer and wine in original, sealed containers for off-premises consumption only. It does not permit on-site consumption of alcohol and does not require a minimum percentage of food sales. The license is non-transferable.

State regulations (A.R.S. §4-207) prohibit the issuance of liquor licenses within 300 feet of licensed childcare facilities or K–12 schools; the proposed location complies with these requirements. For context, a One-Mile Report and Evaluation Map is provided as Attachment B, showing existing liquor licenses and three K–12 schools within one-mile.

The Arizona DLLC requires key personnel (owners, agents, and managers involved in daily operations) to complete state-approved Title 4 Basic and Management Training. The applicant has confirmed that both the owner and manager have completed these trainings. Operationally, a manager will be on-site at all times, and valid identification will be required for anyone appearing under the legal drinking age.

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

Attachments

Attachment A - DLLC Local Governing Body Report

Attachment B - One-Mile Report and Evaluation Map

Received by the
Goodyear City
Clerk's Office
Friday,
March 20, 2026

State of Arizona
Department of Liquor Licenses and Control

Created 03/20/2026 @ 01:08:09 PM

Local Governing Body Report

LICENSE

Number: Type: 010 BEER AND WINE
STORE

Name: BUC-EE'S GOODYEAR LLC
State: Pending
Issue Date: Expiration Date:
Original Issue Date:

Location: 1001 N BULLARD AVENUE
GOODYEAR, AZ 85338
USA

Mailing Address: 327 FM 2004
LAKE JACKSON, TX 77566
USA

Phone: (346)355-7315
Alt. Phone:
Email: PERMITS@BUC-EES.COM

AGENT

Name: MELISSA STANSELL
Gender: Female
Correspondence Address: 327 FM 2004
LAKE JACKSON, TX 77566
USA

Phone: (478)662-3378
Alt. Phone: (346)355-7315
Email: 0072GM@BUC-EES.COM

OWNER

Name: BUC-EE'S GOODYEAR LLC
Contact Name: MELISSA STANSEL
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23647536 State of Incorporation: DE
Incorporation Date:
Correspondence Address: 327 FM 2004
LAKE JACKSON, TX 77566
USA

Phone: (346)355-7315
Alt. Phone:
Email: PERMITS@BUC-EES.COM

60th 5-19-2026

Officers / Stockholders

Name:
BUC-EE'S LTD

Title:
Mgr-Member

% Interest:
100.00

BUC-EE'S GOODYEAR LLC - Mgr-Member

Name: BUC-EE'S LTD
Contact Name: MELISSA STANSEL
Type: PARTNERSHIP
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 327 FM 2004
LAKE JACKSON , TX 77566
USA
Phone: (346)355-7315
Alt. Phone:
Email: PERMITS@BUC-EES.COM

BUC-EE'S HOLDINGS INC - Stockholder

Name: ARCH HARTWELL ALPIN III
Gender: Male
Correspondence Address: 327 FM 2004
LAKE JACKSON , TX 77566
USA
Phone: (346)355-7315
Alt. Phone: (346)391-7553
Email: PERMITS@BUC-EES.COM

BUC-EE'S HOLDINGS INC -

Name: ALYSSA ANNE WASEK 2020 IRREVOCABLE TRUST
Contact Name: ALYSSA ANNE WASEK
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 327 FM 2004
LAKE JACKSON , TX 77566
USA
Phone: (346)355-7315
Alt. Phone: (346)391-7553
Email: PERMITS@BUC-EES.COM

BUC-EE'S LTD - Limited Partner

Name: BUC-EE'S HOLDINGS INC
Contact Name: MELISSA STANSEL
Type: PARTNERSHIP
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 327 FM 2004
LAKE JACKSON , TX 77566
USA
Phone: (346)355-7315
Alt. Phone:
Email: PERMITS@BUC-EES.COM

BUC-EE'S HOLDINGS INC - Stockholder

Name: DONALD EUGENE WASEK
Gender: Male
Correspondence Address: 327 FM 2004
LAKE JACKSON , TX 77566
USA
Phone: (346)355-7315
Alt. Phone: (346)391-7553
Email: PERMITS@BUC-EES.COM

ALYSSA ANNE WASEK 2020 IRREVOCABLE TRUST -

Name: ALYSSA ANNE WASEK
Gender: Female
Correspondence Address: 327 FM 2004
LAKE JACKSON , TX 77566
USA
Phone: (346)355-7315
Alt. Phone: (346)391-7553
Email: PERMITS@BUC-EES.COM

APPLICATION INFORMATION

Application Number: 382604
Application Type: New Application
Created Date: 02/03/2026

RV

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
Desert Thunder Elementary School (16750 W Garfield St, Goodyear, AZ 85338) is approximately 3.3 miles away from the location of Buc-ee's Goodyear, LLC. We confirm that the location of Buc-ee's Goodyear, LLC is not within 300 horizontal feet of a public or private school building, or within 300 horizontal feet of a fenced recreational area adjacent to such school building.
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Owner. Attached please find a Special Warranty Deed showing proof of purchase and ownership of Property by Buc-ee's Goodyear, LLC.
- 4) Is there a penalty if lease is not fulfilled?
No

- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
A \$75,000,000 loan was obtained from Truist Bank. Please see attached Letter from Truist Bank providing verification of said loan.
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
May 22, 2026

DOCUMENTS

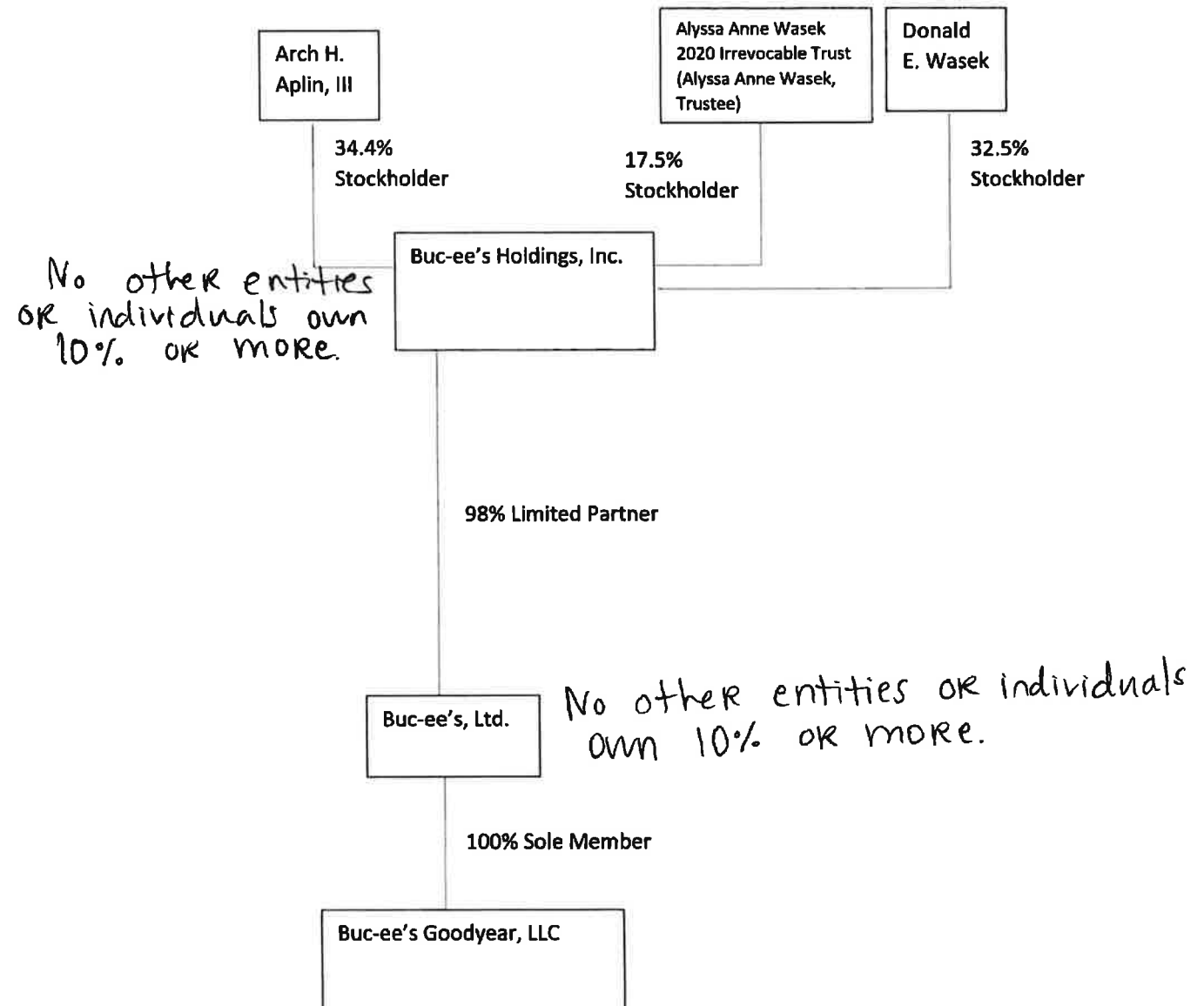
DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ORGANIZATIONAL DOCUMENTS	#72, Organization Chart of Buc-ee's Goodyear, LLC.pdf	02/05/2026
QUESTIONNAIRE	Jeff Nadalo - AZ Liquor - Personal Information Question Form - signed.pdf	02/06/2026
QUESTIONNAIRE	Joe O'Leary - AZ Liquor - Personal History Questionnaire - signed.pdf	02/06/2026
QUESTIONNAIRE	Alyssa Wasek - Arizona Liquor - Personal Info Questionnaire - signed.pdf	02/09/2026
QUESTIONNAIRE	Don Wasek - Arizona Liquor - Personal Info Questionnaire - signed.pdf	02/09/2026
QUESTIONNAIRE	Arch Hartwell Aplin, III - Arizona Liquor - Personal Question Form - signed.pdf	02/09/2026
ORGANIZATIONAL DOCUMENTS	Buc-ee's Goodyear, LLC - Certificate of Formation in DE.pdf	02/10/2026
ORGANIZATIONAL DOCUMENTS	Buc-ee's Goodyear, LLC - Certificate of Registration from ACC.pdf	02/10/2026
ORGANIZATIONAL DOCUMENTS	Buc-ee's Goodyear, LLC - Organization of Company.pdf	02/10/2026
ORGANIZATIONAL DOCUMENTS	Officers of Buc-ee's Entites.pdf	02/11/2026
MISCELLANEOUS	Evidence of Finances - Buc-ee's Goodyear, LLC.pdf	02/11/2026
MISCELLANEOUS	Receipt - Melissa Stansell Background Check.pdf	02/12/2026
QUESTIONNAIRE	James Brown - Personal Information Questionnaire - signed.pdf	02/12/2026
MISCELLANEOUS	Jimmy Brown - Receipt for Background Check and Fingerprinting.pdf	02/12/2026
MISCELLANEOUS	Alyssa Wasek - Receipt for Background Check and Fingerprinting.pdf	02/13/2026
MISCELLANEOUS	Don Wasek - Receipt for Background Check and Fingerprinting.pdf	02/13/2026

MISCELLANEOUS	Joe O'Leary - Receipt for Background Check and Fingerprinting.jpeg	02/13/2026
MISCELLANEOUS	Melissa Stansell - Title 4 Management Training Certificate of Completion.pdf	02/16/2026
MISCELLANEOUS	Special Warranty Deed showing purchase of land owned by Buc-ee's Goodyear, LLC.pdf	02/18/2026
MISCELLANEOUS	Jeff Nadalo - Arizona Background Check receipt.pdf	02/23/2026
MISCELLANEOUS	Arch Aplin, III - Background Check Payment Receipt.pdf	02/23/2026
DIAGRAM/FLOOR PLAN	Key for Buc-ee's Goodyear Map (1).pdf	02/23/2026
DIAGRAM/FLOOR PLAN	Map of Buc-ee's Goodyear, LLC.pdf	02/23/2026
MISCELLANEOUS	Melissa Stansell (Agent) Birth Certificate.jpg	03/02/2026
ALIEN STATUS	Melissa Stansell (Agent) - Alien Status Form.pdf	03/02/2026
ALIEN STATUS	Melissa Stansell - Agent - Copy of Arizona Driver's License.jpg	03/04/2026
ALIEN STATUS	Melissa Stansell - Agent - Copy of Arizona Driver's License (additional view).jpg	03/04/2026
QUESTIONNAIRE	Melissa Stansell - Agent - Personal Information Questionnaire (signed).pdf	03/04/2026
QUESTIONNAIRE	Melissa Stansell - Manager - Personal Information Questionnaire (signed).pdf	03/04/2026
MISCELLANEOUS	Arch Aplin III Receipt for Background Check and Fingerprinting.pdf	03/04/2026
	Alyssa Wasek - Receipt for Background Check and Fingerprinting.pdf	03/10/2026
	Arch Aplin, III - Background Check Payment Receipt.pdf	03/10/2026
	Don Wasek - Receipt for Background Check and Fingerprinting.pdf	03/10/2026
	Jeff Nadalo - Arizona Background Check receipt.pdf	03/10/2026
	Jimmy Brown - Receipt for Background Check and Fingerprinting.pdf	03/10/2026
	Joe O'Leary - Receipt for Background Check and Fingerprinting.jpeg	03/10/2026
	Receipt - Melissa Stansell Background Check.pdf	03/10/2026
	Joe O'Leary - Confirmation of Fingerprints Collected.pdf	03/10/2026
	#72, Proof of Delivery of Arch Aplin III Fingerprints to AZ Department of Liquor Licenses & Control.pdf	03/10/2026

#72, Shipping label for Arch Aplin III 03/10/2026
Fingerprints to AZ Department of Liquor
Licenses & Control.pdf.pdf

Melissa Stansell - Signed Title 4 03/10/2026
Management Training Certificate.pdf

Buc-ee's Goodyear, LLC Organization Chart (showing ownership of >10% ONLY)



26 3 2019, Dep. AM 8:09

Officers of Buc-ee's Entities:

Buc-ee's Goodyear, LLC:

Officer: Arch Hartwell Aplin, III (President)

Officer: Joseph Richard O'Leary (Vice President)

Officer: Jeff Frank Nadalo (Secretary and General Counsel)

Buc-ee's, Ltd.:

None

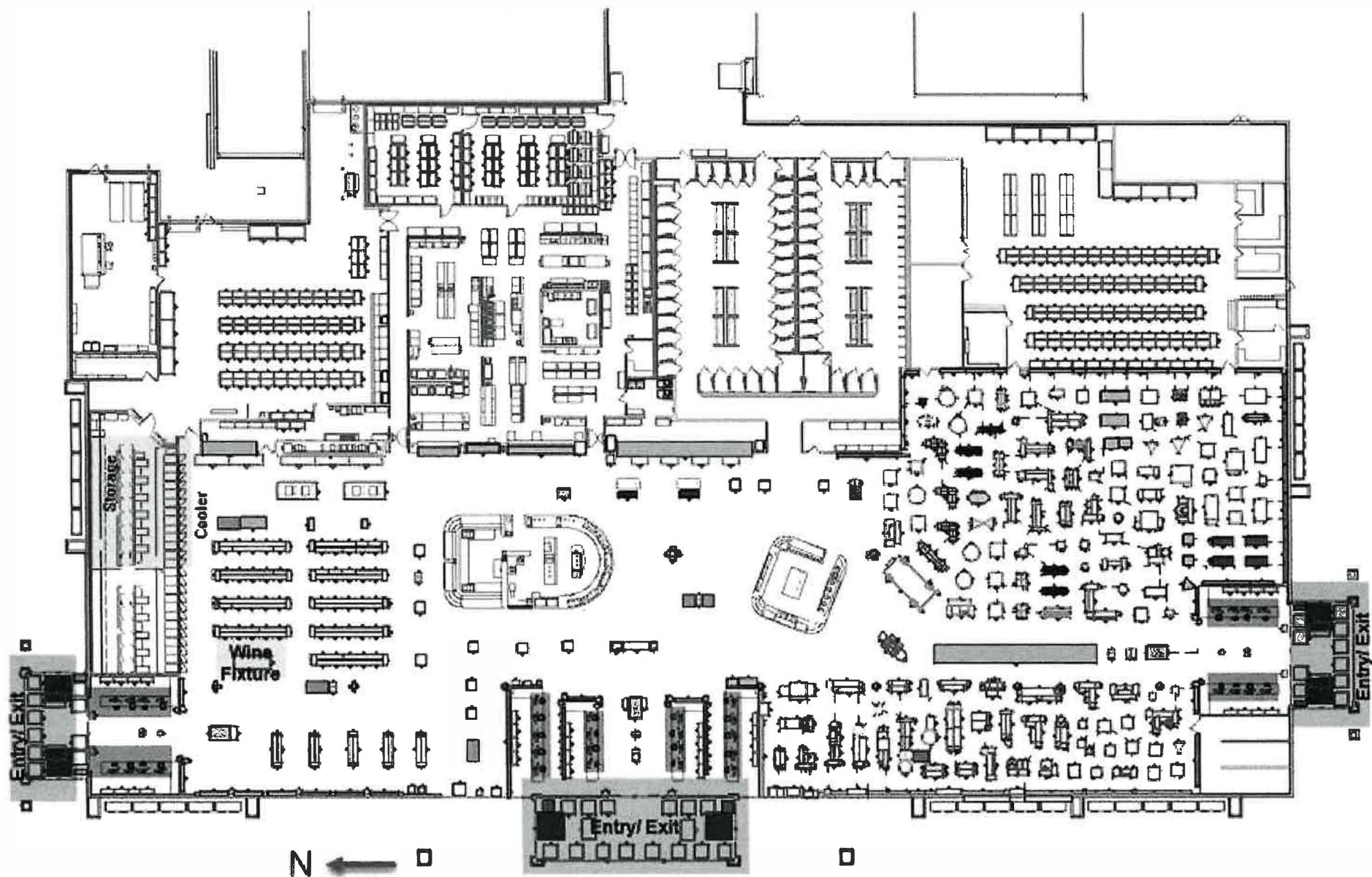
Buc-ee's Holdings, Inc.:

Officer: Arch Hartwell Aplin, III (President)

Officer: Joseph Richard O'Leary (Vice President)

Officer: Donald Eugene Wasek (Vice President)

Officer: Jeff Frank Nadalo (Secretary and General Counsel)



Total Sq ft 74,000 sq ft

26 3 16 (147, Dept PM 2:19

Liquor Licenses within One Mile – Buc-ee's Goodyear LLC

Applicant Address: 1001 N. Bullard Avenue, Goodyear, AZ 85338

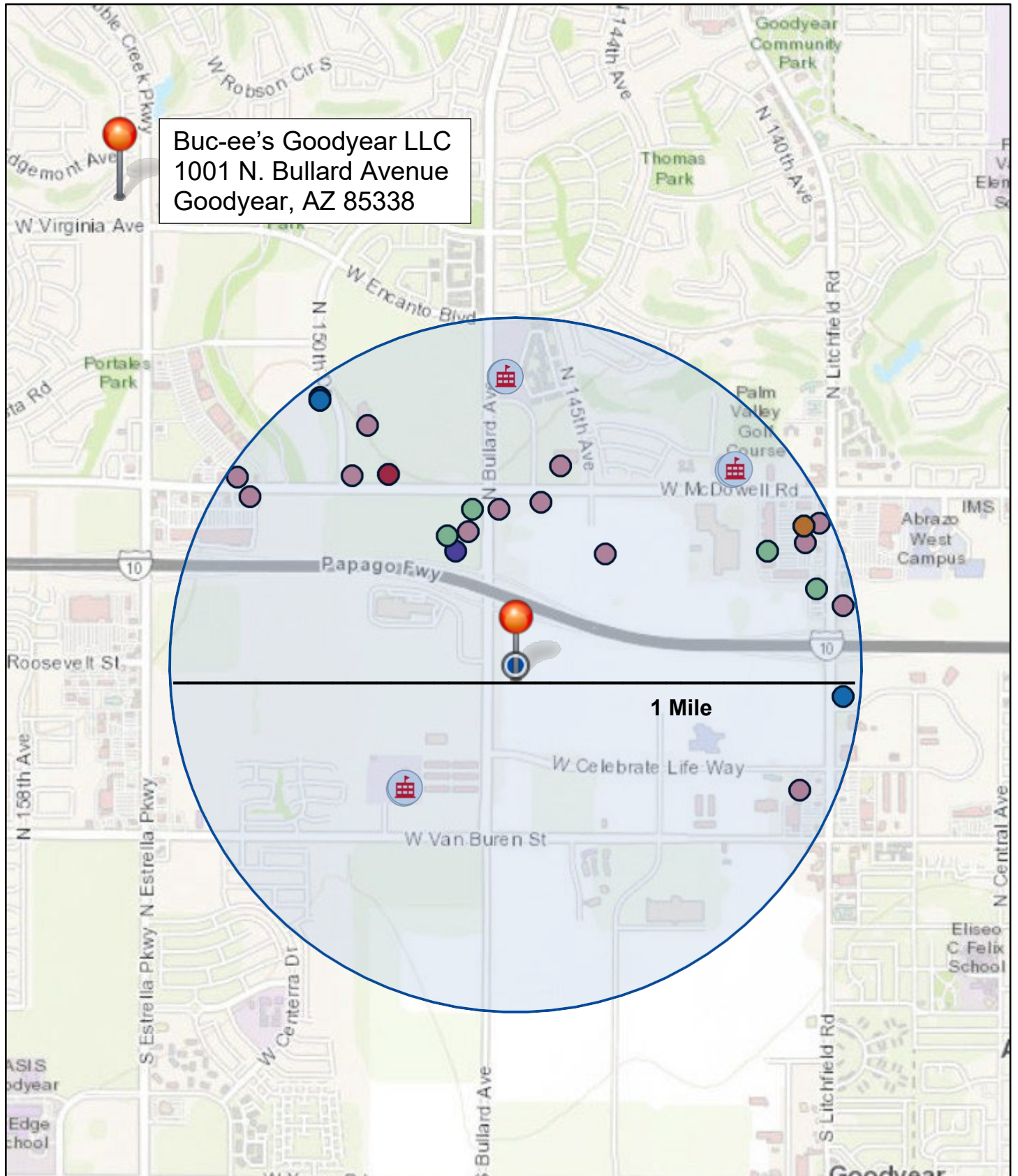
Liquor Establishments				
Business Name	Address	Distance from Applicant Address		License Series
SPRINGHILL SUITES BY MARRIOTT GOODYEAR	1370 N BULLARD AVE	1,960.51	ft.	11
BUBBA'S 33	1460 N BULLARD AVE	2,149.87	ft.	12
MERA GOODYEAR	1375 N 145TH AVE	2,173.47	ft.	BYO
TRU BY HILTON GOODYEAR	1430 N BULLARD AVE	2,218.95	ft.	10
PF CHANG'S CHINA BISTRO	14681 W MCDOWELL RD	2,385.61	ft.	12
QUIKTRIP #1417	1540 N BULLARD AVE	2,467.10	ft.	10
RED ROBIN AMERICA'S GOURMET BURGERS & SPIRITS	14551 W MCDOWELL RD	2,510.56	ft.	12
LIFE TIME FITNESS	14540 W MCDOWELL RD	3,105.20	ft.	12
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL RD	3,482.67	ft.	12, 12G
CHEDDARS SCRATCH KITCHEN	15030 W MCDOWELL RD	3,814.71	ft.	12
TOTAL WINE & MORE #1008	1416 N LITCHFIELD RD	4,208.77	ft.	9, 9S
HARKINS THEATRES AT ESTRELLA FALLS	15010 W MCDOWELL RD	4,281.98	ft.	12
CIRCLE K STORE #9177	1264 N LITCHFIELD RD	4,731.85	ft.	10
WAFFLETTTO COFFEE & WAFFLES	406 N LITCHFIELD RD	4,738.65	ft.	12
MOD PIZZA	1380 N LITCHFIELD RD K3A	4,784.73	ft.	12
TEXAS RDHOUSE	15255 W MCDOWELL RD	4,804.79	ft.	12
MACAYOS MEXICAN FOOD	1474 N LITCHFIELD RD	4,869.29	ft.	12, CTG
RUDY'S COUNTRY STORE & BAR B QUE	845 N LITCHFIELD RD	5,010.45	ft.	7
COPPER & SAGE GSQ	1975 N GLOBE DR	5,024.87	ft.	12
BACCHUS WINE BAR	1975 N GLOBE DR	5,024.87	ft.	7
THE STILLERY	1971 N GLOBE DR BLDG	5,054.03	ft.	12
CRACKER BARREL #277	1209 N LITCHFIELD RD	5,087.95	ft.	12
HAYASHI HIBACHI	1480 N LITCHFIELD RD	5,106.64	ft.	12
OREGANO'S PIZZA BISTRO	15280 W MCDOWELL RD	5,114.91	ft.	12
RED LOBSTER #6342	15311 W MCDOWELL RD	5,239.66	ft.	12
ANGRY CRAB SHACK RESTAURANT	310 N LITCHFIELD RD	5,246.55	ft.	12
CHIPOTLE MEXICAN GRILL #542	1560 N LITCHFIELD RD	5,250.83	ft.	12
SPITZ MEDITERRANEAN STREET FOOD	2015 N GLOBE DR	5,277.61	ft.	12
CLASSIC & FANCY NAIL SPA	2015 N GLOBE DR	5,277.61	ft.	UNL

Schools		
Business Name	Address	Distance from Applicant Address
Somerset Academy Skyway Campus	14900 W Van Buren St	2,504.58 ft
Great Hearts Academies - Archway Trivium West	2001 N Bullard Ave	4,395.74 ft
Great Hearts Academies - Archway Trivium East	14130 W McDowell Rd	4,442.32 ft

Series Legend

Series 1 In-State Producer	Series 7 Beer & Wine Bar	Series 12 Restaurant
Series 3 Microbrewery	Series 8 Conveyance	Series 13 Domestic Farm Winery
Series 4 Wholesaler	Series 9 Liquor Store (All Liquor)	Series 14 Private Club
Series 5 Government	Series 10 Beer & Wine Store	Series 15 Special Event Liquor
Series 6 Bar (All Liquor)	Series 11 Hotel-Motel	Series 16 Wine Festival

Liquor License Evaluation Map



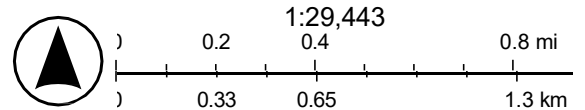
3/24/2026, 12:40:04 PM

Liquor Licenses

- Beer and Wine Bar
- Beer and Wine Store
- Bring Your Own
- Cocktails To Go

- Hotel / Motel
- Liquor Store
- Liquor Store Sampling
- Restaurant
- Restaurant Growler

- Other
- Schools



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

ITEM #: 5.
DATE: 04/27/2026
AI #:3263



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVAL OF SERIES 14 (PRIVATE CLUB) LIQUOR LICENSE FOR
AVONDALE MOOSE LODGE #2078**

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

OTHER PRESENTER(S):

John Fournier, Agent

SUMMARY

John Fournier, Agent for Avondale Moose Lodge #2078, has submitted an application for a Series 14 (Private Club) liquor license for the location at 1572 S. Cotton Lane, Goodyear, AZ 85338. 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. 390657 to the Arizona DLLC for a Series 14 (Private Club) liquor license for Avondale Moose Lodge #2078 located at 1572 S. Cotton Lane, Goodyear, AZ 85338. (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 new Series 14 (Private Club) liquor license application on March 26, 2026, from the Arizona DLLC for Avondale Moose Lodge #2078, represented by Agent John Fournier.

In accordance with A.R.S. §4-201(B), the public hearing notice was posted on April 2, 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 and Planning & Zoning, with no objections reported. The application is included as Attachment A - DLLC Local Governing Body Report.

STAFF ANALYSIS

The requested Series 14 license is a non-transferable, "on-sale" retail privileges license that authorizes the holder to sell and serve all types of spirituous liquor (beer, wine, and distilled spirits) for consumption exclusively on the licensed premises. Sales and consumption are restricted only to credible members of the club and their invited guests. It is not open to the general public. The applicant has submitted bylaws and membership documentation affirming this operational model.

State regulations (A.R.S. §4-207) prohibit the issuance of liquor licenses within 300 feet of licensed childcare facilities or K–12 schools; the proposed location complies with these requirements. For context, a One-Mile Report and Evaluation Map is provided as Attachment B, showing existing liquor licenses and two K–12 schools within one-mile.

The Arizona DLLC requires key personnel (owners, agents, and managers involved in daily operations) to complete state-approved Title 4 Basic and Management Training. The applicant has confirmed that both the owner and manager have completed these trainings. Operationally, a manager will be on-site at all times, and valid identification will be required for anyone appearing under the legal drinking age.

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

Attachments

Attachment A - DLLC Local Governing Body Report

Attachment B - One-Mile Report and Evaluation Map

Received by the
Goodyear City
Clerk's Office
Thursday,
March 26, 2026

State of Arizona
Department of Liquor Licenses and Control

Created 03/26/2026 @ 10:03:46 AM

Local Governing Body Report

LICENSE

Number: Type: 014 CLUB
Name: AVONDALE MOOSE LODGE #2078
State: Pending
Issue Date: Expiration Date:
Original Issue Date:
Location: 1572 S COTTON LANE
GOODYEAR, AZ 85338
USA
Mailing Address:
Phone: (623)932-4022
Alt. Phone:
Email: LODGE2078@MOOSEUNITS.ORG

AGENT

Name: JOHN RUSSEL FOURNIER
Gender: Male
Correspondence Address: 1572 S COTTON LANE
GOODYEAR, AZ 85338
USA
Phone: (253)740-3928
Alt. Phone:
Email: KANDYSMAN10@YAHOO.COM

OWNER

Name: AVONDALE MOOSE LODGE #2078
Contact Name: JOHN FOURNIER
Type: CLUB
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 1572 S COTTON LANE
GOODYEAR, AZ 85338
USA
Phone: (623)932-4022
Alt. Phone:
Email: LODGE2078@MOOSEUNITS.ORG

60th - 5/25/26

Officers / Stockholders

Name:	Title:	% Interest:
DOUGLAS WAYNE PARLIN	Treasurer	

JOHN RUSSEL FOURNIER
JOSEPH F MILLER
ERIC DONALD BRANDT

ADMIN
President
President

AVONDALE MOOSE LODGE #2078 - President

Name: JOSEPH F MILLER
Gender: Male
Correspondence Address: 1572 S COTTON LANE
GOODYEAR, AZ 85338
USA
Phone: (602)448-5955
Alt. Phone: (602)448-5955
Email: SMILLER@LUDVIEKELECTRIC.COM

AVONDALE MOOSE LODGE #2078 - Treasurer

Name: DOUGLAS WAYNE PARLIN
Gender: Male
Correspondence Address: 1572 S COTTON LANE
GOODYEAR, AZ 85338
USA
Phone: (623)256-9053
Alt. Phone:
Email: DPAP@COX.NET

AVONDALE MOOSE LODGE #2078 - President

Name: ERIC DONALD BRANDT
Gender: Male
Correspondence Address: 1572 S COTTON LANE
GOODYEAR, AZ 85338
USA
Phone: (262)496-4115
Alt. Phone: (262)914-7823
Email: EBRANDT2000@HOTMAIL.COM

AVONDALE MOOSE LODGE #2078 - ADMIN

Name: JOHN RUSSEL FOURNIER
Gender: Male
Correspondence Address: 1572 S COTTON LANE
GOODYEAR, AZ 85338
USA
Phone: (623)932-4022
Alt. Phone: (253)740-3928
Email: KANDYSMAN10@YAHOO.COM

MANAGERS

Name: ZELMA THERESA MILLER
Gender: Female
Correspondence Address: 1572 S COTTON LANE
GOODYEAR, AZ 85338
USA
Phone: (623)882-5055
Alt. Phone:
Email: ZELMAMILLER2@GMAIL.COM

APPLICATION INFORMATION

Application Number: 390657
Application Type: New Application
Created Date: 03/19/2026

QUESTIONS & ANSWERS

014 Club

- 1) Are you applying for an Interim Permit (INP)?
Yes
What date are you taking ownership? Please upload the Interim Permit Notary page when you reach the upload page.
3/26/2026
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
OWNER
- 3) Is there a penalty if lease is not fulfilled?
No
- 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
- 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?
No

State of Arizona
Department of Liquor Licenses and Control

Created 03/26/2026 @ 10:03:50 AM

Local Governing Body Report

LICENSE

Number:	INP070037676	Type:	INP INTERIM PERMIT
Name:	AVONDALE MOOSE LODGE #2078		
State:	Active		
Issue Date:	03/26/2026	Expiration Date:	07/12/2026
Original Issue Date:	03/26/2026		
Location:	1572 S COTTON LANE GOODYEAR, AZ 85338 USA		
Mailing Address:			
Phone:	(623)932-4022		
Alt. Phone:			
Email:	LODGE2078@MOOSEUNITS.ORG		

AGENT

Name:	JOHN RUSSEL FOURNIER
Gender:	Male
Correspondence Address:	1572 S COTTON LANE GOODYEAR, AZ 85338 USA
Phone:	(253)740-3928
Alt. Phone:	
Email:	KANDYSMAN10@YAHOO.COM

OWNER

Name:	AVONDALE MOOSE LODGE #2078		
Contact Name:	JOHN FOURNIER		
Type:	CLUB		
AZ CC File Number:		State of Incorporation:	
Incorporation Date:			
Correspondence Address:	1572 S COTTON LANE GOODYEAR, AZ 85338 USA		
Phone:	(623)932-4022		
Alt. Phone:			
Email:	LODGE2078@MOOSEUNITS.ORG		

Officers / Stockholders

Name:	Title:	% Interest:
DOUGLAS WAYNE PARLIN	Treasurer	

JOHN RUSSEL FOURNIER
JOSEPH F MILLER
ERIC DONALD BRANDT

ADMIN
President
President

AVONDALE MOOSE LODGE #2078 - President

Name: JOSEPH F MILLER
Gender: Male
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MANAGERS

Name: ZELMA THERESA MILLER
Gender: Female
Correspondence Address: 1572 S COTTON LANE
GOODYEAR, AZ 85338
USA
Phone: (623)882-5055
Alt. Phone:
Email: ZELMAMILLER2@GMAIL.COM

APPLICATION INFORMATION

Application Number: 390658
Application Type: New Application
Created Date: 03/19/2026

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
14070001
- 2) Is the license currently in use?
No
How long has it been out of use?
8/2026
- 3) Submit the interim permit section of the license series application you are applying for when you reach the upload page.
Yes
A Document of type INTERIM NOTARY PAGE is required.

2. List any individual or entity that owns interest of 10% or more, and/or has control. If the owner/member listed below owns another entity, **MUST** attach a statement which includes the liquor license number involved.

Name	Title	%Owned	Complete Mailing Address
JOHN FOURNIER	admin	0	13116 s. 209th av Buckeye AZ
Joseph F Miller	past Pres.		
Eric Brant	pres		
Doug Parlin	Tres.		

SECTION 5 - Interim Permit

1. Current license number at the location: 14070001 Is the license currently in use? ☒ Yes ☒ No

2. If **NOT** currently in use, how long has it been since the license was last used at this location? Aug 2024

Current Licensee Name: John Fourwiler Signature: John Fourwiler

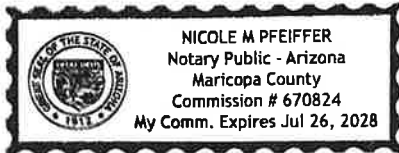
State of Arizona

County of Maricopa

Signed before me on this 16 day of March, 20 26

Notary Signature Nicole M Pfeiffer

My commission expires on 16 day of March, 20 26



Nicole M Pfeiffer
Notary Public - Arizona
Maricopa County
Commission # 670824
My Comm. Expires Jul 26, 2028

Notary Seal

SECTION 6 - Location

1. I am the: ☒ **Owner:**
☐ **Tenant:** a person who holds the lease of a property; a lessee.
☐ **Subtenant:** a person who rents property from a tenant of the property.
☐ **Purchaser:** attach purchasing agreement
☐ **Management Company :** attach management agreement

2. If you are a tenant, subtenant, purchase or management company enter information below:

Name: _____
(Lessor, Broker, Management Co)
Address: _____
Street City State Zip

3. What is the penalty for tenant/sub-tenant if the lease is not fulfilled? \$ _____

4. Does any spirituous liquor manufacturer, wholesaler, or employee have an interest in your business?

☐ Yes If yes, attach explanation ☒ No

22 1969

26 MAR 19 01 11 20 AZOLLC



APPLICATION FOR CHARTER

LOYAL ORDER OF MOOSE

In accordance with the power vested in me by the Supreme Lodge of the World, Loyal Order of Moose, and pursuant to dispensation for charter, I respectfully report that a Lodge was instituted at Avondale State or Province of Arizona, on the 14th day of December, 1969 to be known as Avondale Lodge No. 2078, Loyal Order of Moose. Its officers having been installed in due form, and all demands having been complied with, the fifty charter members as listed, acting by virtue of the dispensation under which the Lodge was organized, respectfully request that a Charter be issued, conferring upon them and their successors all the rights and privileges properly belonging to a lodge of the Loyal Order of Moose.

We hereby certify that the list on this report is correct and satisfactory to the Lodge.

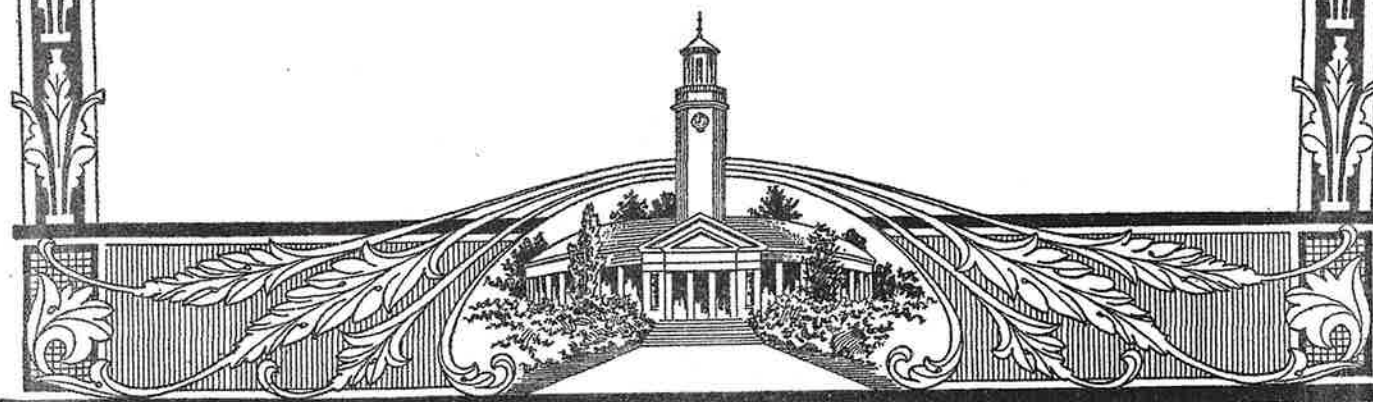
Respectfully submitted,

Red J. Stano
REGIONAL or STATE DIRECTOR

Henry L. Mattox
GOVERNOR.
John C. Stone Jr.
SECRETARY.

Approved, December 14 1969

Herbert W. Heilman
DIRECTOR MEMBERSHIP ENROLLMENT DEPT.



DEC 22 1969

26 MAR 19 11 20 AZD LLC



REPORT OF INSTITUTION

LOYAL ORDER OF MOOSE

December 14 1969

In accordance with the power vested in me by the Supreme Lodge of the World, Loyal Order of Moose, and pursuant to dispensation issued, I instituted a Lodge of said Order in the City of Avondale County of Maricopa State of Arizona on 14th day of December, 1969, to be known as Avondale Lodge No. 2078, Loyal Order of Moose. I installed the officers in due form; and herewith submit my report. There were 56 charter members present.

This report includes a statement signed by the Membership Committee certifying that the conditions set out in the Dispensation for Charter were fully complied with, that the Ritual Ceremony was exemplified in full, and that each of the officers was instructed in his duties.

Yours in Purity, Aid and Progress,

Ed J. Stano
INSTITUTING OFFICER.
State Director Title.



Jerry Mulgrew
OK

Loyal Order of Moose
Abundant Lodge 2078

DEC 23 1970

20 Dec 1970

Dear Supreme Secretary,

The charter we received does not include all the Charter Members. Evidently the complete list was not submitted. Our Charter was extended to include all members enrolled on the 16th of February 1970. We respectfully request that the following names be added to our Charter:

1 ✓ DOUGLAS E. ALLISON

2 ✓ JOHN P. BERNIER

3 ✓ CARL J. CARR

4 ✓ WILMER DAILY

5 ✓ D. H. PICKETT

6 ✓ CHARLES G. REID

7 ✓ BILLY R. TAYLOR

8 ✓ EARNEST TILLMAN

9 ✓ FREDRICK B. WEHNER

10 ✓ FRANK WITT

11 ✓ ELEAZAR ARELLANO

12 ✓ CALVIN N. ASHTON

13 ✓ MICHEAL BUBEN

14 ✓ LARRY BURKS

15 ✓ VICTOR N. BUNYARD

16 ✓ DON H. CANNON

17 ✓ JAMES L. COOPER

18 ✓ ROBERT DRESBACH

19 ✓ PETE ESPIL

20 ✓ CECIL HOWE

21 ✓ WALTER MADES

The floor plan illustrates the interior layout of a mobile food service unit. The unit is rectangular with a central service area. Key features include:

- Top Section:** A 12" BEVERAGE ICE BIN, a WELL, and a GLASS WASH-R.
- Left Side:** A 48" UNDER COUNTER COOLER, a SINK, and a 12" BEVERAGE ICE BIN.
- Central Area:** A BAR with a 104" length, flanked by 48" UNDER COUNTER COOLERS on both sides. The bar is labeled P.O.3 at both ends.
- Right Side:** A 48" UNDER COUNTER COOLER, a 12" UNDER COUNTER COOLER, and a 48" UNDER COUNTER COOLER.
- Bottom Section:** A 3-COMPARTMENT sink, a GLASS WASH-R, and a HAND SINK.
- Exterior Features:** A 67" PASS-THRU window on the right side and a 12" UNDER COUNTER COOLER on the bottom left.

PLAN 1

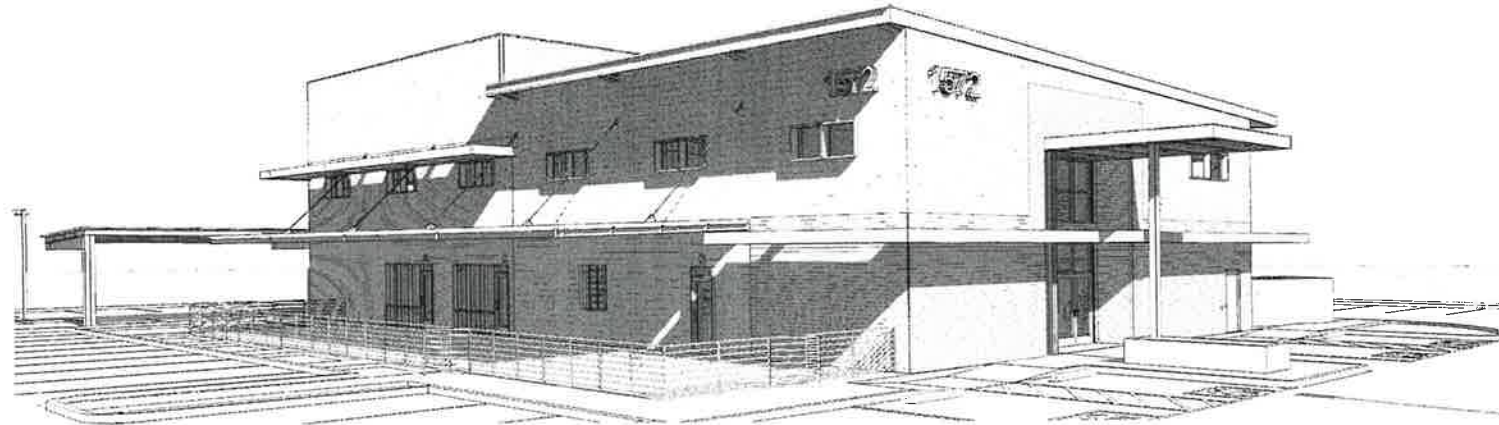
5' 3" RANGE
1' 7" 24" 1' 8" CURBLESS RAMP
48" CHIEF TABLE (2) 16" FRYERS
(3) FRYERS BROASTER
30" CHIEF TABLE W/ FOOD WARMER & CHARBROILER
60" RANGE
UNDER COUNTER FREEZER
30X72 WORK TABLE
24X60 WORK TABLE
3-COMPARTMENT SINK
ATTACHED DISHWASHER
FRIDGE
18X48 RACK
KITCHEN 109
ICE
FREEZER
18X48 RACK
MEDIA
30X60 WORK TABLE
48" PASS-THRU
SERVICE/ICE 110
WALK-IN COOLER 111
24X60 RACK
18X48 RACK
18X48 RACK
24X60 RACK
18X48 RACK
24X60 RACK
112
LNDRY.

① ENLARGED EQUIPMENT FLOOR PLAN AT KITCHEN
1/4" = 1'-0"

20 APR 19 04 11:21 AM

AVONDALE MOOSE LODGE

GOODYEAR, ARIZONA



PLUMBING CALCULATIONS

PLUMBING FIXTURES	337 FIRM OCCUPANTS 327 X 50% = 164 FEMALE 327 X 50% = 164 MALE
PLUMBING FIXTURES REQUIRED	(3) WC - FEMALE (1 PER 50) 164 / 75 = 2 (2 1/2) (1) LAV - FEMALE (1 PER 200) 164 / 200 = 1 (1 1/2) (3) WC - MALE (1 PER 50) 164 / 75 = 2 (2 1/2) (1) LAV - MALE (1 PER 200) 164 / 200 = 1 (1 1/2) (1) = DRINKING FOUNTAIN (1 PER 500) (1) SERVICE SINK
PROVIDED PLUMBING FIXTURES	(1) WC - FEMALE - (1) ACCESSIBLE (2) LAV - FEMALE (3) URINAL - MALE (2) LAV - MALE (2) WC - UNISEX (1) SERVICE SINK DRINKING WATER PROVIDED BY ESTABLISHMENT

INTERNATIONAL ENERGY CODE GENERAL NOTES

- THE PROVIDED NEW CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE 2018 INTERNATIONAL ENERGY CONSERVATION CODE.
- EXTERIOR WALLS SHALL COMPLY WITH TABLE C402.1.3 OR C402.1.4.
- ALL NEW GLAZING SHALL COMPLY WITH C402.4.
- MECHANICAL SYSTEMS SHALL COMPLY WITH C402.5.
- SEWAGE WATER HEATING SHALL COMPLY WITH C404.
- ELECTRICAL POWER AND LIGHTING SYSTEMS SHALL COMPLY WITH C405.

ENERGY REQUIREMENTS

BUILDING ENVELOPE COMPONENTS TO HAVE THE FOLLOWING MINIMUM REQUIREMENTS PER TABLE C402.1.3 OF THE 2018 IECC.

SLAB	NO REQUIREMENT
UNHEATED SLAB	NO REQUIREMENT
WALLS (R-FACTOR)	13
METAL BUILDING	8.5 CONTINUOUS INSULATION
WINDOWS (U-FACTOR): FIXED PENETRATION OPERABLE PENETRATION ENTRANCE DOORS	0.50 0.45 0.3
WINDOWS (SHGC): NORTH SOUTH EAST WEST	0.33 0.36 0.25 0.25
ROOF (R-FACTOR) METAL BUILDING	19 11 LINER SYSTEM

PROJECT DATA

BUILDING AND SITE BASICS	
PROJECT ADDRESS	1973 S. COTTON LANE GOODYEAR, ARIZONA 85338
ASSESSORS PARCEL #	502-43-002B
TOWNSHIP SECTION	367 14 01 TOWNSHIP SECT. 14 SECT. 14-1 SECT.
GROSS LOT AREA	131,116 S.F., 3.01 ACRES
NET LOT AREA	90,605 S.F., 2.08 ACRES
ZONING	C-1
LOT COVERAGE ALLOWED	50%
PROPOSED LOT COVERAGE	9,767 S.F. / 90,605 S.F. = 11%
SETBACKS	FRONT 30' SIDE 20' REAR 60' (50' + 10' FOOT = 60')
REQUIRED LANDSCAPE	90,605 S.F. X 15% = 13,591 S.F.
PROPOSED LANDSCAPE	38,281 S.F. / 90,605 S.F. = 42%
MAX BUILDING HEIGHT	30'
BUILDING HEIGHT	26'-1" 1 STORY W/ MEZZANINE
MAXIMUM BUILDING AREA (TYPICAL)	38,000 S.F.
BUILDING UNDER ROOF	6,800 S.F.
MEZZANINE	2,963 S.F.
TOTAL UNDER ROOF	9,763 S.F.
BUILDING AREA FOOTPRINT	6,562 S.F.
CONSTRUCTION TYPE	II B
BUILDING CODE INFORMATION:	
BUILDING OCCUPANCY	A-2/B
OCCUPANT LOAD	307
*REFER TO SHEET A2.3 FOR OCCUPANT LOAD CALCULATIONS	
BUILDING AREA (FOOT PRINT)	6,142 S.F.
BUILDING AREA:	
FIRST FLOOR	6,582 S.F.
MEZZANINE	2,963 S.F.
RATIO	1.85 S.F.
TOTAL AREA	10,765 S.F.
AREA SEPARATIONS REQUIRED	NO
FIRE SPRINKLERS REQUIRED:	YES
FIRE SPRINKLERS PROVIDED:	YES
FIRE ALARM REQUIRED:	YES
FIRE ALARM PROVIDED:	YES
NUMBER OF EXITS REQUIRED:	2
NUMBER OF EXITS PROVIDED:	6

PARKING CALCULATIONS

REQUIRED PARKING	1,271 S.F. / 75 = 17
INDOOR ASSEMBLY AREA	1,813 S.F. / 200 = 9
SHOES, SEAT, & JACKET	84
TOTAL PARKING	86 STALLS (4 ACCESSIBLE)
PROVIDED PARKING	86 STALLS (4 ACCESSIBLE)
REQUIRED BICYCLE PARKING:	10
BIKE SPACES	10
TOTAL SPACES	10

PROJECT TEAM

OWNER	AVONDALE MOOSE LODGE 1973 S. COTTON LANE GOODYEAR, ARIZONA 85338
CONTACT	JOHN FOURNER T. 602.932.4022
ARCHITECT	SYNCRETE DESIGN, INC. 1111 W. UNIVERSITY DRIVE, SUITE #104 TEMPE, ARIZONA 85281
CONTACT	VANCE D. BAKER T. 480.244.9786 E. vance@syncrete.com
STRUCTURAL ENGINEER	STRUCTURAL DESIGN CONSULTING 734 W. POLK, SUITE 5 PHOENIX, ARIZONA 85007
CONTACT	T. 480.296.1675 E. KELLY@LEVASSEUR.COM

PROJECT NARRATIVE
THIS PROJECT CONSISTS OF SITE IMPROVEMENTS AND NEW CONSTRUCTION OF A NEW 6,142 MULTI-PURPOSE LODGE BUILDING. SITE IMPROVEMENTS TO INCLUDE NEW CONCRETE CURBING & WALKWAYS, NEW ASPHALT PARKING LOT, TRASH ENCLOSURE, AND NEW LANDSCAPING.

GOVERNING CODES

2018 INTERNATIONAL BUILDING CODE
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL PLUMBING CODE
2017 NATIONAL ELECTRICAL CODE
2018 INTERNATIONAL FIRE CODE
2018 INTERNATIONAL ENERGY CODE
2010 ADA STANDARDS FOR ACCESSIBLE DESIGN

ADDITIONAL CODES OR ORDINANCES AS ADOPTED BY THE CITY OF GOODYEAR.

DEFERRED SUBMITTALS

STEEL OR WOOD JOISTS/GIRDS
SKINNING
FIRE PROTECTION
MANUFACTURED CANOPIES/AWNINGS
MANUFACTURED GUARDRAILS

SEPARATE SUBMITTALS

FIRE SPRINKLERS
1 TYPE 1 HOOD SUPPRESSION
FIRE ALARM
CARBON DIOXIDE SYSTEM

REQUIRED REPORTS

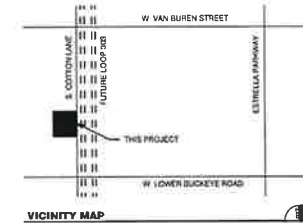
FIRE PROTECTION SYSTEMS
ORANGE HOOD DRAUGHT
AIR BALANCE & FLOW
BACKFLOW, EXTERIOR & INTERIOR
SPECIAL INSPECTIONS
ADDITIONAL REPORTS AS REQUIRED BY THE CITY OF GOODYEAR

SPECIAL INSPECTIONS

INSPECTION OF FABRICATORS
STEEL CONSTRUCTION
CONCRETE CONSTRUCTION
MASONRY CONSTRUCTION
SOLIS
SPRINKLED FIRE RESISTANT MATERIALS
FIRE-RESISTANT PENETRATIONS AND JOINTS

SHEET INDEX

A01 COVER SHEET	M46 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A02 CONVEYERS	M47 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A03 R.I.F. WILLIAMS & ASSOCIATES, INC.	M48 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A04 40% MECHANICAL SITE PLAN	M49 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A10 SITE DETAILS	M50 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A12 SITE DETAILS	M51 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A21 FIRST FLOOR PLAN	M52 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A22 MEZZANINE FLOOR PLAN	M53 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A23 EGRESS FLOOR PLANS	M54 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A24 EQUIPMENT PLAN	M55 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A25 ENLARGED EQUIPMENT PLANS	M56 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A26 FIRST FLOOR REFLECTED CEILING PLAN	M57 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A27 MEZZANINE REFLECTED CEILING PLAN	M58 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A28 ROOF PLAN	M59 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A29 AWNING PLANS	M60 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A31 EXTERIOR ELEVATIONS	M61 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A41 ENLARGED PLANS - INTERIOR ELEVATIONS	M62 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A42 INTERIOR ELEVATIONS	M63 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A43 INTERIOR ELEVATIONS	M64 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A51 BUILDING SECTIONS	M65 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A61 WALL SECTIONS	M66 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A71 DETAILS	M67 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A72 DETAILS	M68 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A73 DETAILS	M69 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A74 DETAILS	M70 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A75 DETAILS	M71 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
A81 SCHEDULES	M72 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
M95 MECHANICAL & PLUMBING SPECIFICATIONS	M73 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
M100 MECHANICAL SPECIFICATIONS	M74 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
M10 MECHANICAL FIRST FLOOR PLAN	M75 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
M100 MECHANICAL SECOND FLOOR PLAN	M76 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
M10 MECHANICAL ROOF PLAN	M77 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
M10 MECHANICAL - CAPTIVEAIR SPECIFICATIONS	M78 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
M41 MECHANICAL - CAPTIVEAIR SPECIFICATIONS	M79 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
M42 MECHANICAL - CAPTIVEAIR SPECIFICATIONS	M80 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
M43 MECHANICAL - CAPTIVEAIR SPECIFICATIONS	M81 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
M44 MECHANICAL - CAPTIVEAIR SPECIFICATIONS	M82 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
M45 MECHANICAL - CAPTIVEAIR SPECIFICATIONS	M83 MECHANICAL - CAPTIVEAIR SPECIFICATIONS
M46 MECHANICAL - CAPTIVEAIR SPECIFICATIONS	M84 MECHANICAL - CAPTIVEAIR SPECIFICATIONS



AVONDALE MOOSE LODGE

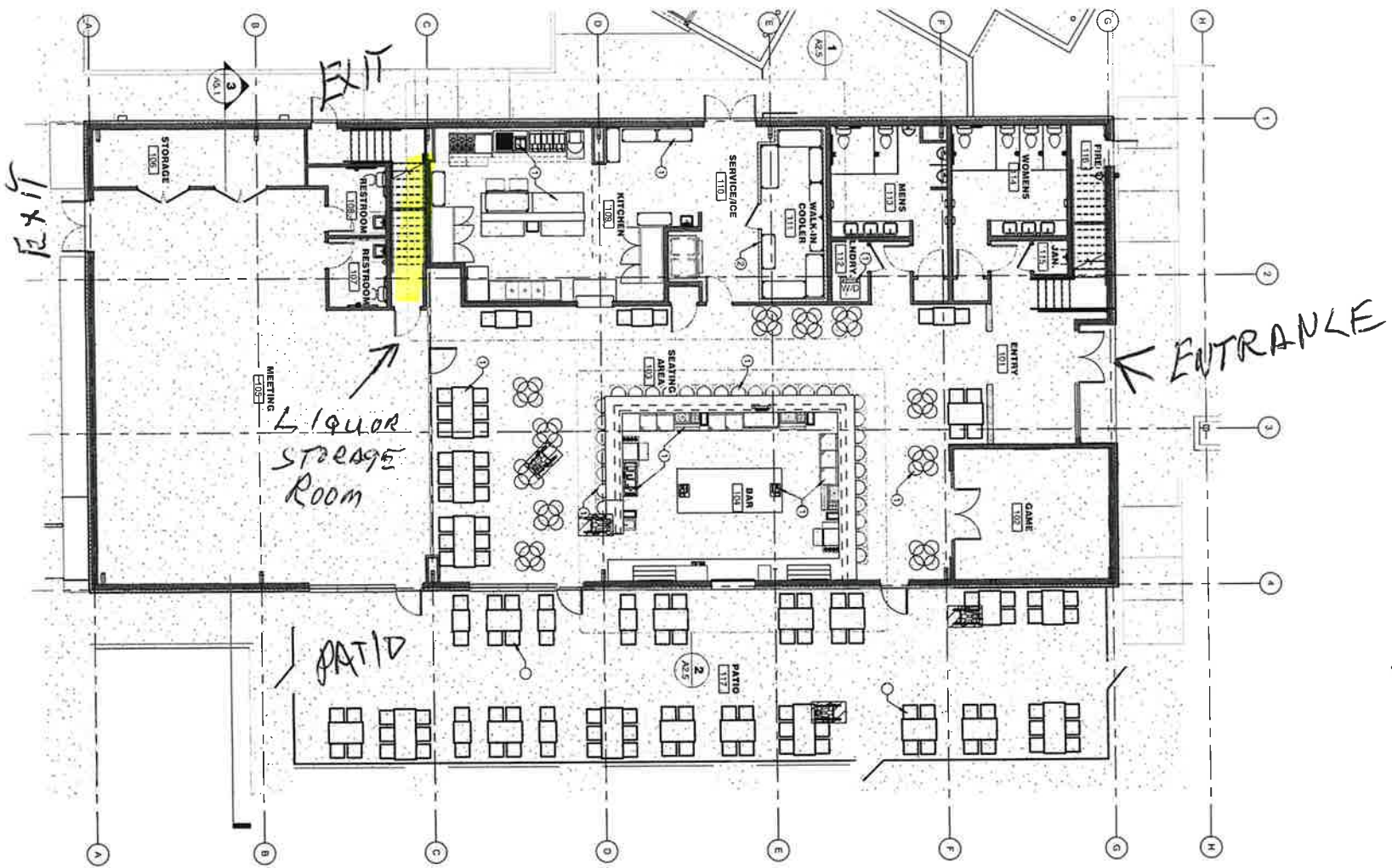
1973 S. COTTON LANE
GOODYEAR, ARIZONA 85338



DATE	2024.11.15
BY	DAVID L. WILLIAMS
CHECKED BY	DAVID L. WILLIAMS
DATE	2024.11.15

Phase	CD
Drawn By	MM
Reviewed By	LDH
EDI Project No.	4290
Date	2024.11.15
Sheet	

A0.1
COVER SHEET



1) IM THE CONTROLLING FOR THIS LIC
FOR CLUB LIC

AUONDAKE MOOSE #2078

John R Farmer

14070001

26 3 25 1997. Dept PM 1 05

Liquor Licenses within One Mile – Avondale Moose Lodge #2078

Applicant Address: 1572 S. Cotton Lane, Goodyear, AZ 85338

[illegible]

Schools		
Business Name	Address	Distance from Applicant Address
Copper Trails	16875 W Canyon Trails Blvd	4217.92 ft
The Odyssey Preparatory Academy Goodyear	17532 W Harrison St	5077.58 ft

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

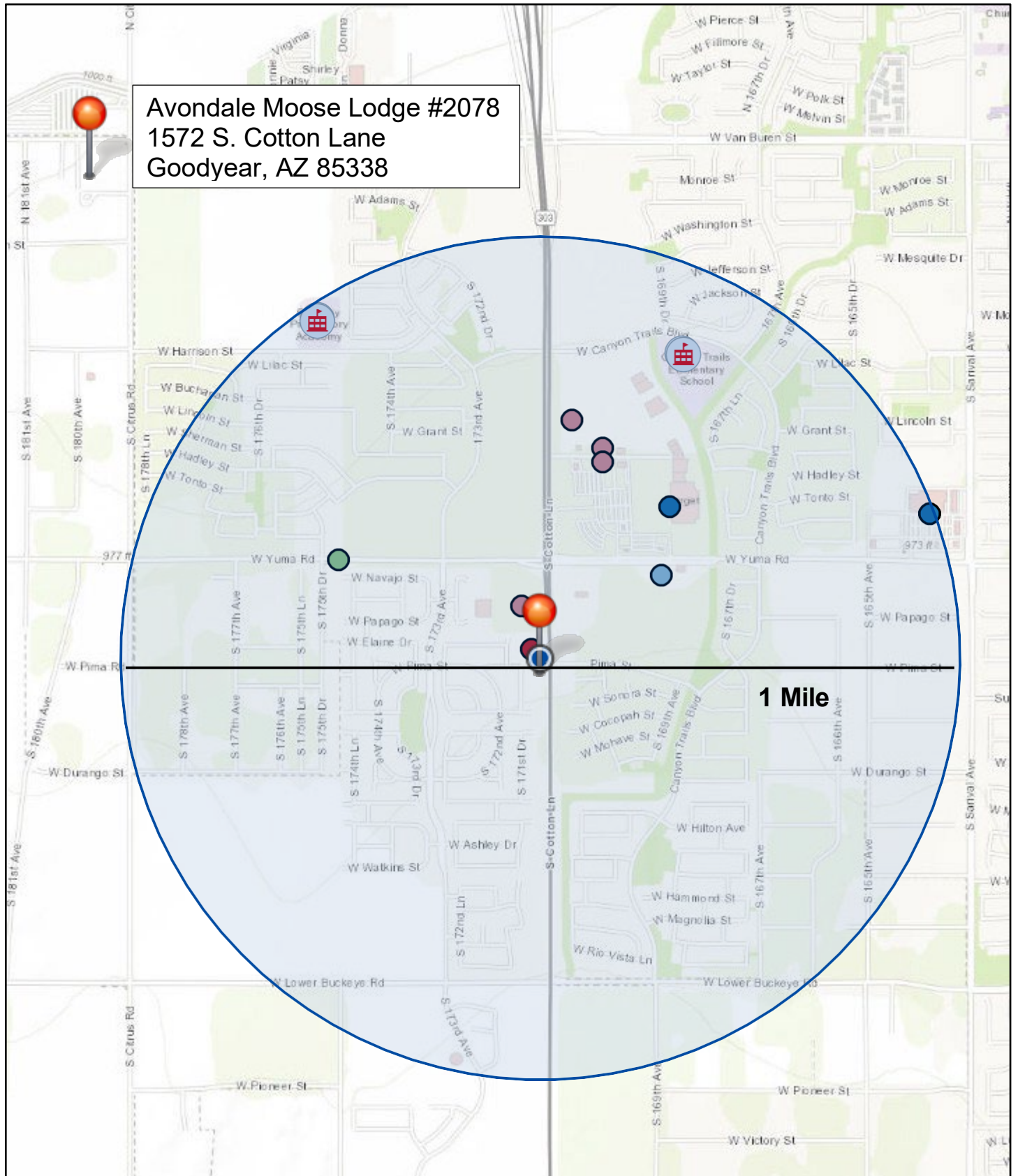
Series 13 Domestic Farm Winery

Series 14 Private Club

Series 15 Special Event Liquor

Series 16 Wine Festival

Avondale Moose Lodge Evaluation Map

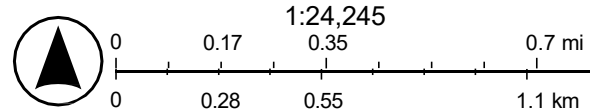


3/26/2026, 3:46:49 PM

Liquor Licenses

-  Bar
-  Beer and Wine Store
-  Club

-  Liquor Store
-  Restaurant
-  Schools



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

ITEM #: 6.
DATE: 04/27/2026
AI #:3197



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY

STAFF PRESENTER(S): Ryan Bittle, Finance Manager

SUMMARY

Approval of Budget Amendments.

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 report (Attachment A). The citywide 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 fiscal year (FY) 2026 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 included as Attachment A. If applicable, the revised items from the FY2026 Expenditures for Administrative Award are included in Attachment A.

Attachments

Attachment A - Budget Amendment Report

City Council - Budget Amendments Report - FY2026

Council Agenda Date: 4/27/2026

Date	Transfer Journal No.	Reason Needed	Amount	Ultimate Fund(s) Affected; Explanation	Funding From	Funding To
4/3/2026	115	Move remaining Fire Inspector salary and benefits budget from DSD to Fire to align with where the position resides.	\$26,500		Ongoing Development Services Personnel	Ongoing Fire Personnel
3/27/2026	829	Re-program CIP savings from project 50050-Loma Linda Site Improvements to 1-Time facility maintenance and CIP Reserve.	\$328,600		CIP Project #50050	1-Time General Fund; CIP Reserve
3/18/2026	518	To cancel CIP project 41006-Ballpark Liner Spaces Remodel and repurpose remaining funding for ballpark to clear spaces and provide a temporary storage solution.	\$1,049,100		CIP Project #41006	CIP Reserve

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

ITEM #: 7.
DATE: 04/27/2026
AI #:3277



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF AMENDMENT ONE TO THE INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY FOR HOMELESS OUTREACH SERVICES

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

SUMMARY

The City of Goodyear Police Department has partnered with Phoenix Rescue Mission for over five years to offer outreach and support services to individuals experiencing homelessness. As the need for services has increased, the Police Department is recommending enhanced support through a partnership with Maricopa County's Hand in Hand Street Outreach program.

Hand In Hand (HIH), which collaborates with Phoenix Rescue Mission, receives supplementary funding from grants and other sources to expand services across the valley. This Amendment one to the Intergovernmental Agreement (IGA) establishes a partnership between Goodyear and Maricopa County for fiscal year (FY) 2027 to provide targeted outreach through Hand in Hand, including case management, connection to shelter and housing services, transportation, and administration of flex funds for individuals in crisis.

The city will contribute \$20,000 from the FY2027 general fund budget toward this program. The amendment agreement term is from July 1, 2026, through June 30, 2027.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve Amendment one to the IGA with Maricopa County, 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 IGA. (Brian Issitt, Chief of Police)

FISCAL IMPACT

The fiscal impact is \$20,000, which has been included in the city of Goodyear's FY2027 General Fund budget under Police Department outreach services.

BACKGROUND AND PREVIOUS ACTIONS

The Goodyear Police Department has partnered with Phoenix Rescue Mission for more than five years to provide outreach and support services to unsheltered individuals within the city. These efforts have been managed through the department's Community Action Team (CAT) to help connect individuals experiencing homelessness with resources and shelter.

In response to a rising number of service needs, the department initiated discussions in FY2025 to expand support services. At the August 25, 2025, Regular Council meeting, Council approved the IGA with Maricopa County for Homeless Outreach Services for FY2026 (Contract No. 25-0856).

This partnership model has been successfully implemented in other jurisdictions and now provides Goodyear an opportunity to expand support efforts without bearing the full financial burden.

STAFF ANALYSIS

This agreement enhances the city's existing efforts by expanding support services through Hand in Hand Street Outreach. Outreach teams will operate seven days a week and provide a variety of services. Key examples are: engagement with unsheltered individuals, case management, housing navigation, and transportation assistance.

As a result, staff recommends approving Amendment one of IGA with Maricopa County Human Services Department, included as Attachment A, to access services through their partner organization, Hand in Hand Street Outreach, which works in collaboration with Phoenix Rescue Mission and other valley cities and is partially supported by grants and other non-city funds, which allows for broader service delivery.

The city's \$20,000 contribution supports this effort and enables Goodyear's CAT to work more effectively with regional partners. The arrangement provides both direct service expansion and strategic collaboration, aligning with the city's priorities for safety, quality of life, and community well-being.

Attachments

Attachment A - Amendment 1 Hand in Hand IGA

AMENDMENT NO.1 TO THE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE CITY OF GOODYEAR

- I. Maricopa County ("County"), administered by its Human Services Department, entered into a financial Intergovernmental Agreement ("Agreement") with The City of Goodyear ("Subrecipient") on or about October 3, 2025. The purpose of the Agreement is to establish coordination between the Parties through expansion of homelessness services in West Valley Cities adjacent to Wash and Canal areas (e.g. Agua Fria, Skunk Creek, and New River) to serve individuals and families experiencing homelessness in remote areas that would otherwise not be accessible. The City provided the County with \$20,000 for Fiscal Year 2026 for services under the Agreement. The Agreement term is July 1, 2025, through June 30, 2026. The City and the County collectively are referred to as the "Parties."
- II. The Parties agree to enter into this Amendment No.1 to amend the Agreement as follows:
- A. Extend the Agreement term identified on page 1 of the Agreement, in accordance with section 4.0 Amendments, from July 1, 2026, through June 30, 2027, Fiscal Year 2027.
- B. 1. In Paragraph 5.0 Funding, revise Attachment A - Budget, incorporated into the Agreement, to provide the County funding for Fiscal Year 2027 in the amount of \$20,000.
2. In Paragraph 10.0 (Notices), update County point of contact for the Agreement as follows:
- County:
Name: Erin Cochran
Title: Homeless Initiatives Program Supervisor
Maricopa County Human Services Department
234 N Central Avenue, Suite 3000
Phoenix, AZ 85004
Telephone: 602-372-0731
Email: erin.cochran@maricopa.gov
3. Revise and replace Paragraph 15.0 (Insurance) with the following:

15.0 INSURANCE

- 15.1 Each Party is a Public entity and shall provide the other Party with a Certificate of Self-Insurance equal to the types and amounts specified below:
- | | |
|-----------------------|-------------|
| General Aggregate | \$3,000,000 |
| Each Occurrence Limit | \$1,000,000 |
- 15.2 Within ten (10) calendar days following execution of this Agreement, the City shall furnish the County, to the persons listed

in Paragraph 10.0 (Notices), with valid and complete Certificate(s) of Insurance, or formal endorsements as required in the form provided by the County, issued by the City, as evidence that policies providing the required coverage, conditions and limits as required by this Agreement are in full force and effect. Such certificates shall identify this Agreement number and title.

15.2.1 In addition to the above, the City shall provide a copy by mail to the following and Certificate holder shall be identified as:
Mail COI to:

Maricopa County
c/o Risk Management
301 W Jefferson St., Suite 910
Phoenix, AZ 85003

15.3 Cancellation and Expiration Notice:

15.3.1 Applicable to all insurance policies required within the insurance requirements of this contract, City's insurance shall not be permitted to expire, be suspended, be canceled, without 30 days prior written notice to Maricopa County. Such notice shall be sent directly to Maricopa County Human Services Department, Workforce Development Division and shall be mailed, or hand delivered to 234 N. Central Avenue, Phoenix Suite 3000, AZ 85004, or emailed to the Human Services representative noted in the Contract.

III. Section II above contains all the changes made by this Amendment No. 1. The Agreement is amended to incorporate the changes contained in this Amendment No. 1. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No. 1 is subject to and incorporates the provisions of A.R.S. § 38-511.

IV. The Parties have authorized the undersigned to execute this Amendment No. 1 on their behalf, and it shall be effective upon approval and signature by both Parties.

[Signatures contained on the following page]

IN WITNESS, the Parties have approved and signed this Amendment No.1:

APPROVED BY:

APPROVED BY:

CITY OF GOODYEAR

MARICOPA COUNTY

Joe Pizzillo
Mayor

Kate Brophy McGee
Chair, Board of Supervisors

Date

Attestation:

Attestation:

Jasmine Pernicano
City Clerk

Juanita Garza
Clerk of Board

Date _____

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS ADMINISTRATIVE CHANGE ORDER NO.1 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF GOODYEAR UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AMENDMENT NO. 5 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Andrew McGuire, City Attorney

Date

Deputy County Attorney _____ Date _____

ATTACHMENT A: BUDGET**Fiscal Year 2027**

HAND IN HAND- GOODYEAR - ANNUAL BUDGET				
NUMBER OF POSTIONS	POSITION TITLE	SALARY PER POSITION	TOTAL SERVICE COST	CITY OF GOODYEAR COST
5	Street Outreach Case Managers	\$59,690.20	\$298,451.00	\$20,000

ITEM #: 8.
DATE: 04/27/2026
AI #:3276



CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION AUTHORIZING THE ACQUISITIONS OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR CIP #60062 DEL CAMINO LIFT STATION

STAFF PRESENTER(S): Colton Blyle, Real Estate Specialist; Logan Hopp, Deputy Director of Transportation

SUMMARY

Approval of this item will authorize the acquisition of land rights within the project corridor necessary for the completion of Capital Improvement Project (CIP) #60062 Del Camino Lift Station: Force Main and Sewer Relocation project.

STRATEGIC PLAN ALIGNMENT



Economic
Vitality



INFRASTRUCTURE

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2517 AUTHORIZING THE ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE DEL CAMINO LIFT STATION: FORCE MAIN AND SEWER RELOCATION PROJECT. (Colton Blyle, Real Estate Specialist; Logan Hopp, Deputy Director of Transportation)

FISCAL IMPACT

CIP #60062 is included in the approved fiscal year (FY) 2026 budget. The budget for the land component is \$57,800.00 and will be used to pay compensation for (i) the land rights 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 May 24th, 2021, Regular Council Meeting, Council approved CIP #60062 (Goodyear Motel-Country Aire Apartments Sewer Piping) as part of Schedule 9 – Capital Improvement Program List for the FY2022 budget by adopting Resolution No. 2021-2160.

At the May 19th, 2025, Regular Council Meeting, Council authorized the expenditures for Capital Improvement Projects in the 5-year CIP Plan, including CIP #60062 which has changed to be called 'Del Camino Lift Station: Force Main and Sewer Relocation' as it was moved from an operations project to a CIP team managed project.

STAFF ANALYSIS

Mayor and Council of the city of Goodyear previously approved CIP #60062 Del Camino Lift Station project to improve the existing sewer lift station and secure access for a wastewater line easement.

The project impacts two parcels located in the project area. A depiction of the portion of the impacted parcels is attached as Exhibit C to Resolution No. 2026-2517 (Attachment A) and a depiction of the interests required for the Project are depicted in Exhibits "A" and "B" to Resolution No. 2026-2517. Engineering Staff and the design consultant have worked diligently to develop a cost-effective design that minimizes the impact to affected property owners, while achieving the goals of the project as described above. Based on current design plans, the City will acquire real property in fee interest and a wastewater line and facilities easement.

Project construction cannot commence until all the necessary real and personal property interests are acquired. The design plans have reached a stage that enables staff to clearly identify the required property interests to be acquired. Obtaining Council authorization allows staff to move forward with the acquisition of the necessary real and personal property rights from the impacted owners.

Accordingly, staff is recommending Council adopt Resolution No. 2026-2517 authorizing and directing 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 depicted on the exhibits.

Attachments

Attachment A - Resolution No. 2026-2517 with Exhibits

RESOLUTION NO. 2026-2517

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 DEL CAMINO LIFT STATION: FORCE MAIN AND SEWER RELOCATION PROJECT.

WHEREAS, the Mayor and Council of the city of Goodyear previously approved Capital Improvement Project (CIP) Number 60062 Del Camino Lift Station: Force Main and Sewer Relocation Project ("Del Camino Lift Station") to improve the existing sewer lift station and the access to the lift station (the "Project");

WHEREAS, the Project will provide improvements to the existing lift station and construct a new force main and sewer connection into the city sewer system; (collectively the "Project Improvements");

WHEREAS, the completion of the Project Improvements will improve the sewer services for the connected users into the city's existing infrastructure;

WHEREAS, design plans for the Project Improvements are 90% complete and the City's design consultants have identified and prepared plans for the portions of real property to be acquired in fee interest and a wastewater line and facilities easement will be required;

WHEREAS, the lift station is located on a portion of parcel 500-03-269Z highlighted in red in Exhibit "C" attached hereto and depicted in more detail in Exhibit "A" attached, and the city currently only has an easement over this area (the "Lift Station Property");

WHEREAS, to eliminate the limitations on the use of the Lift Station Property contained in the easement, the completion of the Project Improvements require the City to acquire the Lift Station Property in fee;

WHEREAS, the Project also requires the construction of a new wastewater line and appurtenants and the construction of new access facilities to provide ingress and egress to the lift station off of E Via Villa Street, requiring an easement over a portion of parcel 500-03-269L shown on Exhibit "C" and depicted in more detail in Exhibit "B" and the acquisition of any personal property located within the easement that will be impacted by the construction of such improvements;

WHEREAS, collectively the fee interest in the Lift Station Property and the easement for the wastewater and access improvements are referred to as the "Land Rights";

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

WHEREAS, the city of Goodyear has determined that the acquisition of the Land Rights described above and depicted in the exhibits attached hereto results in the greater public good and the least private injury.

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

SECTION 1. The Council of the city of Goodyear finds that the acquisition of the Land Rights required and any personal property located within the Land Rights being acquired that will need to be removed or that will be impacted to accommodate the Project Improvements are needed for the completion of CIP Number 60062 Del Camino Lift Station: Force Main and Sewer Relocation Project and the securing of immediate possession of such real and personal property interests is for a necessary public purpose and is in the best interest of the citizens of the city of Goodyear.

SECTION 2. City staff is hereby authorized and directed to acquire, by dedication, donation, purchase, or the exercise of the power of eminent domain, the Land Rights described in the Recitals above and depicted in the exhibits attached hereto as determined by the final engineering design plans and any personal property located within the Land Rights 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 real and personal property interests needed for the completion of the Project Improvements by dedication, donation, or purchase within a reasonable period of time, the City Attorney, or his designee is hereby authorized and directed to commence or cause the commencement of condemnation proceedings, through the exercise of the power of eminent domain, to acquire, in the name of the city of Goodyear, the real and personal property interests needed for the construction of the Project Improvements and to secure immediate possession of such real and personal property interests. The City Attorney and/or his designee is further authorized and directed to undertake all actions and to perform all acts necessary in furtherance of the acquisition of such real and personal property interests.

SECTION 4. The City Manager, or their designee, is expressly authorized to take all actions and execute all documents necessary to acquire the real and personal property interest needed for the completion of the CIP 60062 Del Camino Lift Station: Force Main and Sewer Relocation Project 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 27th day of April, 2026.

Joe Pizzillo, Mayor

Date: _____
APPROVED AS TO FORM:

ATTEST:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

EXHIBIT "A"

FEE INTEREST AREA

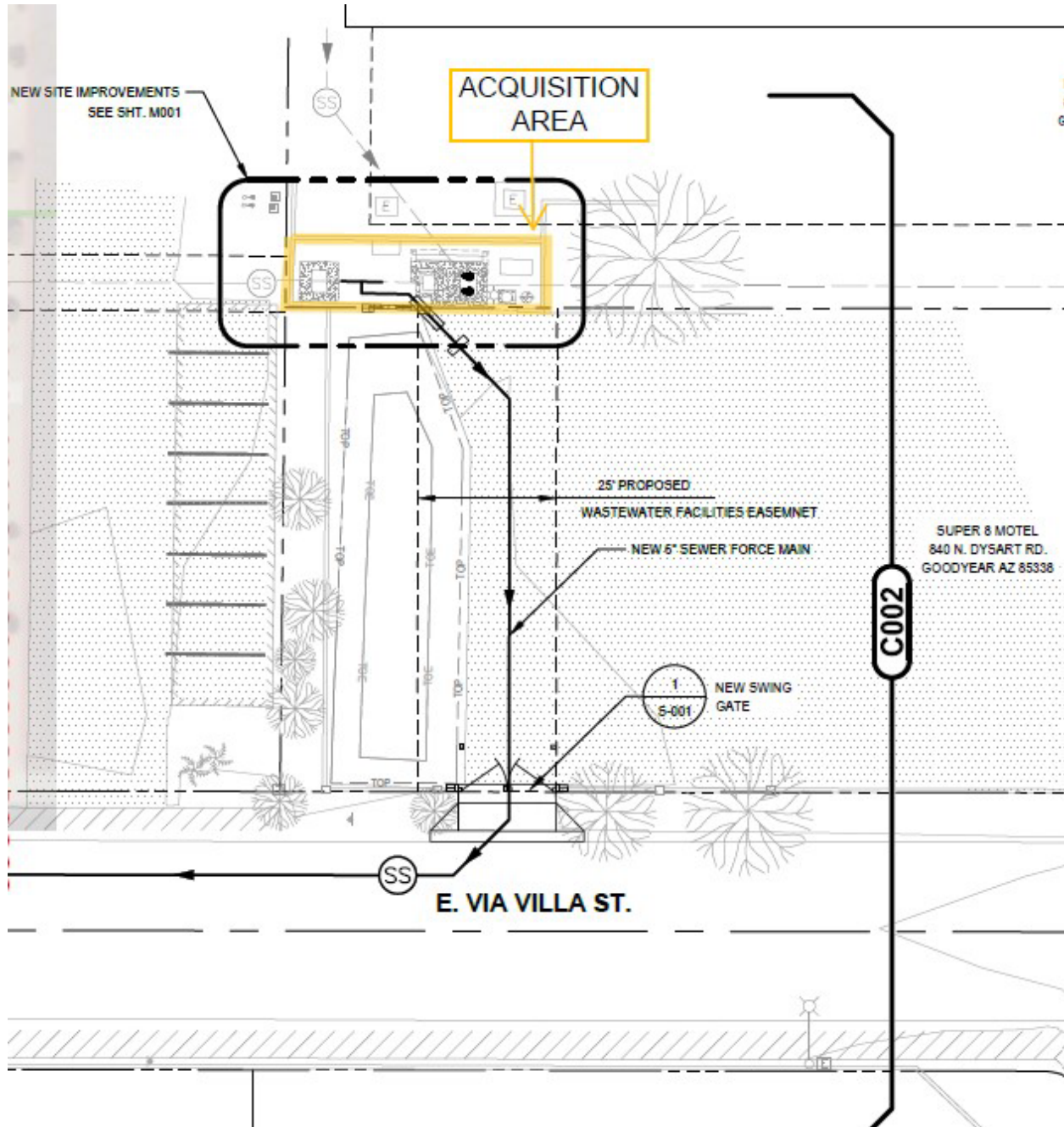


EXHIBIT "B"

WASTEWATER LINE AND FACILITIES EASEMENT

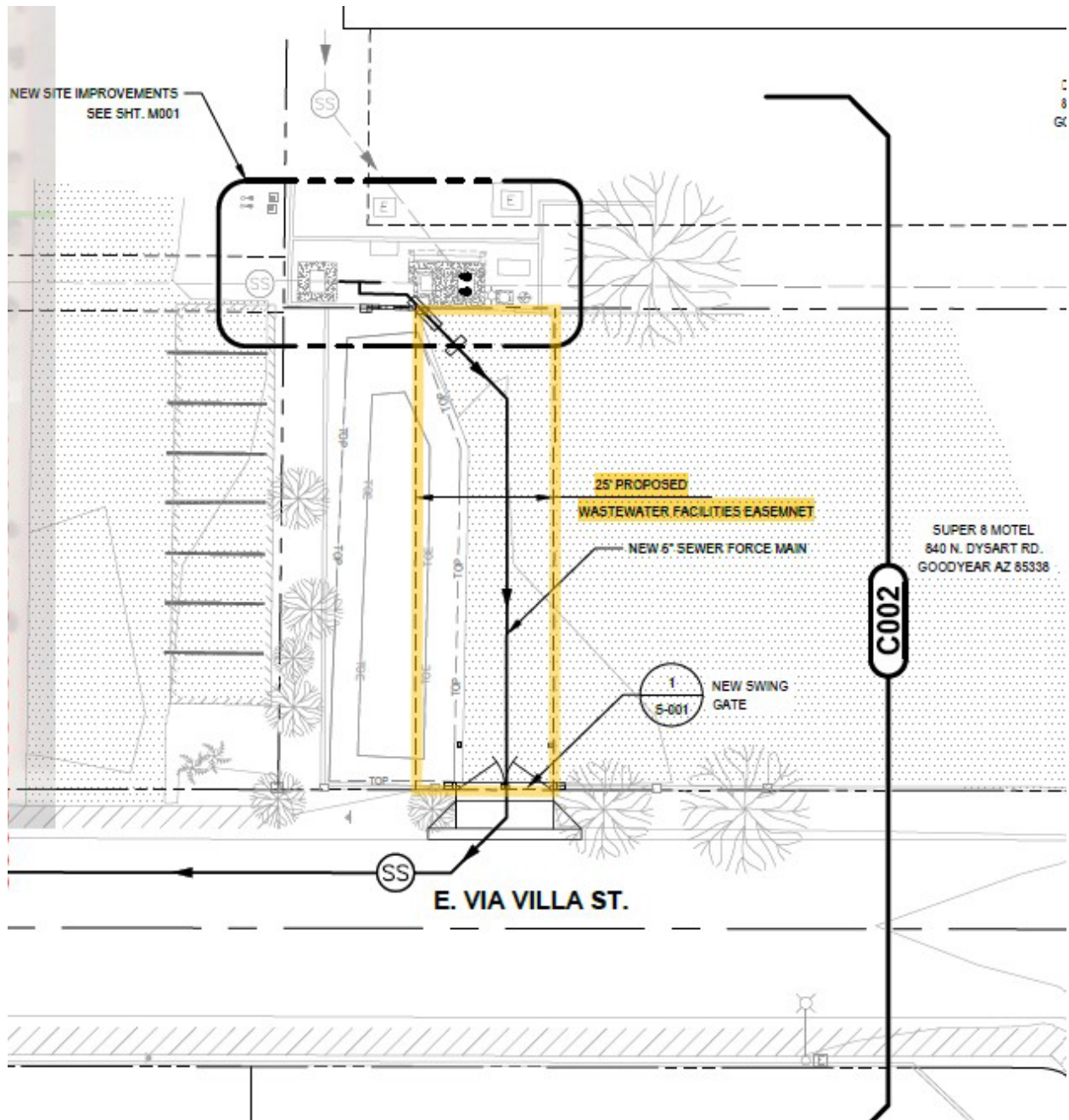


EXHIBIT "C"
DEPICTION OF IMPACTED PARCELS



ITEM #: 9.
DATE: 04/27/2026
AI #:2738



CITY COUNCIL ACTION REPORT

SUBJECT: PUBLIC HEARING TO REVIEW AND AMEND STIPULATION #13 OF USE PERMIT FOR PV10 MCDONALD'S LOCATED AT THE NORTHEAST CORNER OF INDIAN SCHOOL ROAD AND SARIVAL AVENUE

STAFF PRESENTER(S): Ann Dolmage, Principal Planner

SUMMARY

This is a public hearing for the required review of Stipulation #13 of city of Goodyear Case #P22-300-00005, an approved Use Permit for a McDonald's drive-through restaurant. The restaurant is located in PV10, a commercial center at the northeast corner of Indian School Road and Sarival Avenue. Stipulation #13 sets forth the hours of operation for the restaurant and requires City Council to conduct a one-year status review of these hours.

STRATEGIC PLAN ALIGNMENT



Economic
Vitality



SAFE &
VIBRANT
COMMUNITY

RECOMMENDATION

Amend Stipulation #13 of the approved Use Permit for PV10 McDonald's, located at the northeast corner of Indian School Road and Sarival Avenue, to remove the requirement that City Council review the hours of operation and state the hours of operation for PV10 McDonald's shall be 5:00 AM to 12:00 AM daily. (Ann Dolmage, Principal Planner)

STIPULATIONS

The proposed language for Stipulation #13 of city of Goodyear Case #P22-300-00005 is as follows:

13. Hours of operation shall be from 5:00 AM – 12:00 AM.

Stipulations 1 through 12 for #P22-300-00005 are proposed to remain as approved by City Council on November 14, 2022. These stipulations are in the Planning & Zoning Commission staff report for #P22-300-00005, included as Attachment A.

FISCAL IMPACT

This McDonald's was constructed under a previously approved Use Permit and is in full operation as of the date of this report. Extensions in the hours of operation could result in increased food sales, which in turn would generate increased sales tax revenue for the city of Goodyear. The city's current restaurant tax rate is 4%; therefore, every additional \$1,000 in food sales would result in approximately \$40 of additional tax revenue. Conversely, a reduction in the hours of operation could result in decreased food sales, with a corresponding decrease in sales tax revenue.

BACKGROUND AND PREVIOUS ACTIONS

On October 12, 2022, the Planning & Zoning Commission held a public hearing for Use Permit #P22-300-00005, for a drive-through restaurant in PV10, a commercial center at the northeast corner of Indian School Road and Sarival Avenue. The original Use Permit request indicated that the restaurant would operate twenty-four (24) hours per day. Six (6) residents spoke in opposition to the project at the hearing, while two (2) additional residents provided speaker cards (one in opposition and one in support) but did not speak. The appropriateness of the proposed 24-hour schedule at this location was one topic of interest amongst speakers who opposed the project. The Planning & Zoning Commission voted 4-1, with two (2) Commissioners absent, to recommend approval of the Use Permit to City Council with the addition of a stipulation restricting the hours of operation to 5 AM to 10 PM daily; these hours were selected to align with the anticipated operating hours of the adjacent proposed self-storage facility. That self-storage facility's Use Permit was considered by the Planning & Zoning Commission on the same evening and approved by both the Commission and City Council, but the approval has since expired because the project was never constructed.

On November 14, 2022, City Council held a public hearing for the Use Permit. Six (6) residents spoke in opposition to the project. After a discussion about hours of operation, Council voted 7-0 to approve the Use Permit with the following language for Stipulation #13:

"Hours of operation shall be from 5 AM – 12 AM with a 1-year status review at a public hearing before the City Council to re-evaluate the hours of operation. The 1-year time limit shall commence from the issuance of a certificate of occupancy for McDonald's by the City of Goodyear Development Services Department."

The PV10 McDonald's received a certificate of occupancy on May 9, 2025. Since nearly a full year has passed since that issuance, per Stipulation 13, Council review of this stipulation is required.

STAFF ANALYSIS

To date, no complaints have been filed with the Code Compliance Division regarding the hours of operation of PV10 McDonald's.

Aside from the PV10 McDonald's location, there are five (5) additional McDonald's restaurants with drive-through service within the city of Goodyear. Hours of operation for each McDonald's location are shown in the table below. While dining room hours are consistent across all five locations, drive-through hours are more variable and correlate to the location's proximity to Interstate-10 (Papago Freeway) and other major transportation corridors, as well as the intensity of surrounding commercial development.

Location	Dining room hours per McDonald's website	Drive-through hours per McDonald's website
Canyon Trails (Estrella Parkway)	5 AM to 11 PM	24 hours
Dysart Road & I-10	5 AM to 11 PM	24 hours
Litchfield Road & McDowell Road	5 AM to 11 PM	3 AM to 1 AM or 2 AM
Pueblo Verde (Sarival Avenue & Yuma Road)	5 AM to 12 AM	5 AM to 12 AM
Mountain Ranch Marketplace (Estrella Parkway & Elliot Road)	5 AM to 12 AM	5 AM to 12 AM

The Pueblo Verde McDonald's located at the southeast corner of Sarival Avenue & Yuma Road, is comparable to the PV10 McDonald's location because of its proximity to the single-family residential development of Pueblo Verde. The nearest residence to the Pueblo Verde McDonald's is approximately 210 feet to the south, while at the PV10 McDonald's the closest residence is approximately 370 feet to the east. The Pueblo Verde McDonald's operates its dining room and drive-through from 5 AM to 12 AM, which is consistent with the hours authorized in its Use Permit and the city has not received any complaints related to business hours at that location.

An alternative citizen review was conducted for this item, as allowed per Article 1-3-8-E of the Zoning Ordinance. The alternative citizen review consisted of mailing notification postcards on March 13, 2026, to all property owners within five hundred and fifty (550) feet of the Project. Sixty-two (62) property owners were mailed a postcard and invited to review the project and provide comments. The property owners notified included owners of nearby commercial and industrial properties, residential properties, and homeowner associations for Palm Valley Phase V and PebbleCreek Golf Resort. No comments were received in response to this postcard mailing.

Notices for the public hearing before City Council included a notice mailed to sixty-two (62) surrounding property owners on April 3, 2026; a sign posted on the Property on April 10, 2026; and a legal notice published in the Arizona Business Gazette- Republic Edition on April 10, 2026. As of the writing of this report, staff have received no inquiries about the project.

Based on the information above, staff recommend amending Stipulation #13 to allow the PV10 McDonald's to continue operating daily from 5 AM to 12 AM and to remove the requirement for a one-year status review. This change would maintain the restaurant's current operating conditions while eliminating future uncertainty regarding the status of its hours of operation.

Attachments

Attachment A - Planning & Zoning Commission Action Report (10/12/22)
Staff Presentation

AGENDA ITEM #:22-300-00005
DATE: October 12, 2022
CAR #:
CASE #: 22-300-00005



Planning & Zoning Commission ACTION REPORT

SUBJECT: USE PERMIT FOR A CONVENIENCE USE (MCDONALD'S RESTAURANT WITH DRIVE-THROUGH IN PALM VALLEY PHASE 5)

STAFF PRESENTER(S): Alex Lestinsky, Senior Planner

OTHER PRESENTER(S):

Manjula Vaz, Gammage and Burnham

SUMMARY:

This is a Public Hearing for and consideration of a Use Permit request for a convenience use (McDonald's drive-through restaurant) proposed at the northeast corner of Indian School Road and Sarival Avenue. The property is located within the Palm Valley Phase V Planned Area Development (PAD).

RECOMMENDATION:

1. Conduct a public hearing to consider a request for a Use Permit for a convenience use for a McDonald's Restaurant with a drive-through on a 1.5-acre parcel at the northeast corner of Indian School Road and Sarival Avenue (the "Property") within the Palm Valley Phase V PAD.
2. Recommend approval of the request for a Use Permit for a convenience use (McDonald's drive-through) on a 1.5-acre parcel proposed at the northeast corner of Indian School Road and Sarival Avenue (the "Property") within the Palm Valley Phase V PAD, subject to stipulations. (Alex Lestinsky, Senior Planner)

STIPULATIONS:

The approval of the Use Permit is subject to the following conditions and stipulations:

1. All future development on the Property is subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation; and
2. The drive-through restaurant shall be designed and operated in accordance with the requirements of Section 4-2-18 of the Goodyear Zoning Ordinance; and
3. Mitigation measures shall be implemented to mitigate escape of odors generated by the operations of the restaurant to nearby residential developments. Prior to approval of building permits for the Property, the applicant/franchisee shall provide an odor mitigation plan to the City of Goodyear that specifies the range of odor mitigation practices to be used onsite to control odor-emitting activities, sources, and locations. The plan shall be submitted with the building plans and require approval from the Development Services Director, or designee.

Such mitigation measures are subject to the approval of the Development Services Director or his designee and shall include, at a minimum:

- a. An exhaust scrubbing device, such as the AirMaid Corona Glass Cell or similar, scrubbing device shall be installed to mitigate odor impact to nearby residential developments. Such installation shall be reviewed and approved as part the building permit review; and
 - b. All mitigation measures in the approved odor mitigation plan shall be installed and completed prior to the issuance of a certificate of occupancy for the restaurant; and
 - c. The failure to maintain all approved mitigation measures in good working order shall be a violation of the terms of the Use Permit and unless timely corrected is grounds for the termination of the Use Permit;
4. The development of the Property shall conform to the standards designated for Lighting Zone 2 as established in Article 10, Outdoor Lighting Standards, of the City of Goodyear Zoning Ordinance; and
 5. All site lighting (building, parking, or security) shall be directed down with sharp cut-off directional lighting fixtures. All lighting on the site shall be dimmed to 50% between 10 p.m. and 6 a.m. No wall mounted lights, on the east side of the building, may be placed higher than above 8 feet above the building foundation. All under-canopy lights shall be screened by the canopy edge, such that the light source is not visible from the east property line; and
 6. Speakers for drive-through facilities located on the Property shall not be audible from any residentially zoned property. Sound shall be mitigated using volume control, sound attenuation walls, landscaping, or other measures acceptable to the Zoning Administrator or designee; and
 7. The configuration and location of the proposed drive-through lanes and pick-up window and resultant traffic patterns shall be developed in substantial conformance with the preliminary site plan attached hereto. An amendment to the Use Permit shall be required if the Zoning Administrator determines that the site plan submitted for approval is not in substantial conformance with the preliminary site plan attached hereto; and
 8. Owner shall complete the construction of all improvements needed for the completion of full half-street improvements for the east half of the section of N. Sarival Avenue along the western boundary of the Property required for a Minor Collector as set forth in the Engineering Design Standards in effect at the time of construction except as modified by the City Engineer or his designee, which improvements may include, by way of example, but not limitation, street frontage landscape, landscape irrigation, street lighting, and any required deceleration lanes; and
 9. Owner shall provide secondary emergency services access to the Property as required by applicable Development Regulations; and
 10. Owner may apply to the Goodyear City Council for an access easement for a proposed driveway crossing City-owned parcel 501-62-868 to provide access to the site to W. Indian School Road. The form of any easement shall be in a form provided by the City Attorney or his designee. If the easement is approved by the City Council, it shall be recorded or executed prior to issuance of the first construction permit. If denied by the City Council, Owner shall make any necessary alteration to the site to accommodate a secondary access point to public rights-of-way that complies with the requirements of applicable Development Regulations for secondary emergency services access.
 - a. If Owner is granted the access easement referred to above, Owner shall, at Owner's sole cost and expense, be responsible for constructing or causing the construction of all improvements required to provide access to the Property from Indian School, including a culvert crossing the existing drainage channel.
 - b. If Owner is granted the access easement referred to above and the construction of improvements over the easement area requires the removal of any existing plants within the City-owned parcel, Owner shall install replacement plants of like kind and quality as the plants removed as determined by the Development Services Director or his designee; and

11. In no instance shall queued vehicles obstruct designated fire lanes or public streets. Any observed obstruction by city staff shall be immediately remediated by the owner/operator and owner/operator shall prepare a traffic management plan to prevent future obstructions, which shall be completed and submitted to the Fire Chief and Director of Engineering or their respective designees within 30 days of city staff's observation of the obstruction of the fire lanes and/or public streets. Said plan shall require approval from the Fire Chief and Engineering Director, or designees. The failure to comply with the requirements set forth herein can result in the termination of this Use Permit if the approved traffic management plan required herein is not in place and implemented in a timely fashion following city staff's observations of obstructions to designated fire lanes and/or public streets; and
12. No signage is approved as part of this Use Permit. All signage proposed on the Property shall require separate submittal and review of sign permits, and shall comply with the City of Goodyear Zoning Ordinance and the following:
 - a. Internally illuminated signage shall not be placed on the east side of any building on the Property. External illumination is permitted as long as the light source is fully shielded and not visible.

FISCAL IMPACT:

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

BACKGROUND AND PREVIOUS ACTIONS:

The Property is located within Phase V of the Palm Valley PAD. The PAD zoning for Palm Valley Phase V was approved on August 11, 2003. Pursuant to the PAD, neighborhood commercial uses are permitted on the Property, subject to the city's C-1 (Neighborhood Commercial) zoning regulations. In accordance with the C-1 zoning district, a restaurant with drive-through having any portion of the drive-through lane within 500 feet of residentially zoned property requires approval of a Use Permit.

The City Council approved a Zoning Ordinance Text Amendment for drive-through restaurants at their regular meeting on June 27, 2022 (AI# 936). The text amendment became effective on June 27, 2022.

STAFF ANALYSIS

Current Policy:

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

Details of the Request:

The applicant is requesting a Use Permit for a convenience use (McDonald's drive-through restaurant) on a vacant parcel within the Palm Valley Phase V PAD. As previously noted, the Property is designated for neighborhood commercial use and will be developed in accordance with the PAD's design guidelines and city's C-1 (Neighborhood Commercial) zoning district. As required in the C-1 zoning district, a restaurant with a drive-through must obtain approval of a Use Permit prior

to development. The first stopping point of the drive-through is approximately 390 feet from the residential property line.

The proposed convenience use will be a McDonald's drive-through restaurant. As shown on the preliminary site plan submitted with the Use Permit, the restaurant will consist of a single-story (26-foot tall), 4,534 square-foot building.

The site will include a double lane drive-through, with three windows for payment and pick up. Parking for the proposed convenience use will be provided onsite in conformance with city standards. The master site plan, which includes McDonald's and Dollar Self Storage has been submitted concurrently with the respective Use and Special Use Permits.

Section 1-3-2 (Use Permits) of the Zoning Ordinance requires that the Planning and Zoning Commission and City Council determine that the proposed use meets the following findings prior to granting a Use Permit:

1. *The Use Permit will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare;*

The proposed use, as described in the materials provided with the Use Permit and as stipulated herein, should not generate excessive traffic, odors, noise or light to the detriment of the surrounding area. In response to resident concerns related to excessive odor, a stipulation has been included to require the developer to install an odor control that reduces any excessive odors. Traffic impacts have been reviewed and determined to be in conformance with the roadway capacity and improvements for this area. The drive-through lanes and queue have been internalized to the Property and should not detrimentally affect surrounding properties or public streets. Two drive-through lanes with queuing that meets the city's requirements of at least six stacking spaces have been provided. Due to resident's concerns, stipulations have been including requiring speakers to not be audible to residential property and lighting to be shielded per lighting standards. Signage facing east is also restricted by stipulation to prevent light pollution overnight.

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

The proposed use would be located within an undeveloped parcel subject to the city's C-1 (Neighborhood Commercial) zoning regulations, which is intended for similar commercial uses. The Property is located at the northeast corner of Indian School Road and Sarival Avenue and is 390-feet from the residential development to the east and is separated by undeveloped property that is also subject to the city's C-1 (Neighborhood Commercial) zoning regulations, and an approximate proposed 40-foot wide drainage easement that will run along the western boundary of the residential development generally from W. Charles Blvd to Indian School Road. The proposed drainage easement will contain rip rap and the commercial side will include trees planted to ensure a continuous canopy. A future commercial pad is proposed for the undeveloped property between the Property and the residential development to the east of the Property. There are currently no plans for the vacant pad site.

The proposed use is located along a major arterial road abutting industrial development to the west and is approximately 0.6 miles from the Loop 303 and an interchange with Indian School Road.

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

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

The 1.5-acre parcel is of sufficient size and configuration to accommodate the proposed restaurant with drive-through. The proposed access and internal traffic circulation pattern have been designed to be consistent with the overall master site plan. Queuing space for the drive-through meets city standards and, pursuant to the traffic study, can be accommodated onsite without adversely impacting any public streets or adjacent land uses.

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

Hours of operation are requested to be 24 hours, 7 days a week. Staff does not recommend any limitation on the hours of operation but, given the concerns from the residents regarding noise and light impacts, staff has included stipulations to address those concerns.

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

A traffic study was submitted with the application for Use Permit. All intersections are expected to continue to operate at an adequate level of services with the proposed uses and the traffic study for the site was approved by the Engineering Department. The Indian School Road and Sarival Avenue intersection is currently signalized. Per the approved traffic study, a signal at Charles Boulevard and Sarival Avenue is not warranted as part of this project.

Ingress/egress is provided from both Sarival Avenue and Indian School Road. The driveway off of Sarival Avenue will be a full turning movement and the Indian School Road driveway will be right-in/right-out. The access off of Indian School Road will require a right turn lane with a minimum storage length of 150-feet and will also require a culvert crossing over the existing drainage channel.

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

As described in more detail later in this report, staff did receive neighborhood opposition to this request. In response, additional stipulations of approval are recommended to promote greater compatibility between the proposed use and nearby neighborhood.

Fire Department:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#185	3.59	1.29	3.59	1.29	#183	7.87	3.43	7.87	3.43

Public Participation:

In accordance with the city's Citizen Review Ordinance, a neighborhood meeting was held of July 13, 2022. Notice was sent to all property owners within 500 feet of the Property. Over 50 residents attended the neighborhood meeting expressing concerns related to restaurant odors, increased traffic, noise, lighting, crime and safety. At the meeting some residents supported the McDonald's. Additionally, staff, the applicant, and City Council have collectively received five emails in support of the request and seven emails objecting to the request. At the Planning and Zoning Commission meeting held on September 14, 2022, during the public comments portion of the agenda a resident expressed concerns about the proposed McDonald's and Storage facility on the property.

Notice for the public hearings before the Planning and Zoning Commission and City Council included the following: a notice mailed to surrounding property owners; a sign posted on the property; and a

legal notice published in the Arizona Republic, Southwest Edition.

Staff Findings:

Staff finds that the proposed Use Permit for McDonald's drive-through, subject to the conditions and stipulations set forth above, meets the Zoning Ordinance requirements for convenience uses, will not be materially detrimental to adjacent properties and will be compatible with the surrounding area. Staff is recommending approval of the Use Permit subject to the conditions and stipulations set forth above.

Attachments

Aerial Photo

Project Narrative

Preliminary Site Plan

Conceptual Building Elevations

Preliminary Landscape Plan

Neighborhood Meeting Minutes

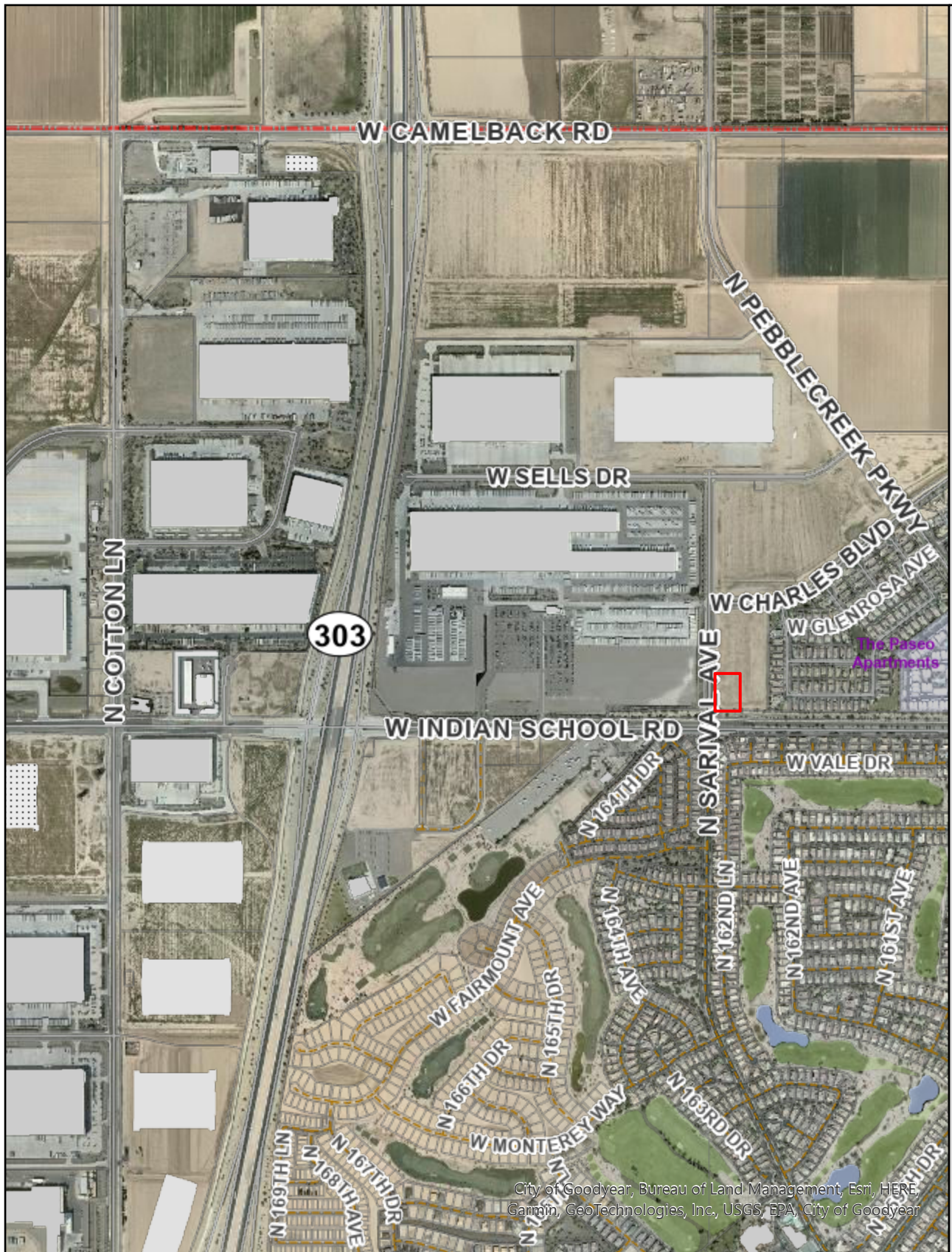


Aerial Photo

City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA, City of Goodyear

Name of Map: City of Goodyear

Description: 22-300-00005 - PV10 McDonald's



Aerial Photo

PV 10 PROJECT NARRATIVE

MCDONALD'S USE PERMIT REQUEST

Overview

Sunbelt Holdings is the developer of **PV10**, a mixed-use retail/commercial project at the northeast corner of Indian School Road and Sarival Avenue in Goodyear, Arizona. The approximately 9.96 acre site (11.5 acres including the drainage channel along Indian School Road) will include an mini-storage facility with RV parking (i.e., proposed Dollar Storage) along with a McDonald's with a drive-through (i.e., a 4,534 sq. ft. bldg.) and a future commercial (pad) lot on Indian School Road. This Use Permit Narrative specifically pertains to the requested McDonald's drive-through. It should be noted, we have submitted concurrently for Site Plan Review and a Minor Land Division (i.e., to create 3 separate parcels with required parking and/or drainage cross easements) for the entire approximately 11.5-acre site.

For background, the approximately 11.5-acre site is zoned Planned Area Development (PAD) under the Palm Valley Phase V PAD and is designated for commercial uses. This new mixed-use development will provide needed storage services, as well as a buffer, and limited retail/commercial opportunities for the neighboring residential areas and growing employment population in PV303. The approximately 11.5-acre site abuts on the north and west by PV303 with UPS across Sarival Avenue to the west and vacant industrial land to the north. Residential development exists directly to the east and across Indian School Road to the south. Access to the approximately 11.5-acre site for both vehicles and pedestrians will be provided from Indian School Road, Sarival Avenue, and a single emergency access / exit only point from Charles Boulevard to the north. A large earthen berm with heavy landscaping will be placed east of the Charles Boulevard access to help screen the drive from westbound neighborhood traffic.

Overall Site

The approximately 11.5-acre site has been planned with an awareness towards the adjacent single-family neighborhood to the east. Single story homes with back yards and a block privacy fence share a common property line along the east.

Specifically:

1. A 40' wide retention basin provides separation and an opportunity for a landscape buffer that will help screen the development from the neighbors. Other than the screening trees, landscaping in this area is limited for security and maintenance purposes.

2. The building heights will be 2-stories or less (consistent with single-family homes), but in contrast with the typical 36' to 40' building heights typical with the adjacent industrial facilities.
3. Emphasis on materials, details and colors that create a pedestrian level scale and a neighborhood retail/commercial look and feel in contrast to the surrounding industrial developments.
4. A lush desert landscape palette will also complement the building architecture; provide shading, and enhance the street frontages leading into the neighboring communities.
5. Automobile parking will meet minimum City requirements and market-driven standards. Parking areas will be screened along the street frontages with a decorative masonry wall consistent with the PV303 Design Guidelines.

McDonald's Use Permit

As mentioned above, the McDonald's drive-through requires a Use Permit. The proposed site plan for the McDonald's property provides adequate car queuing, screening, and landscaping to mitigate views from the abutting streets. Moreover, the McDonald's use/drive-through is located at the far edge of the approximately 11.5-acre site away from the single-family homes and will be buffered by the future retail/commercial (pad) lot when it develops. The proposed McDonald's intends to serve the surrounding neighborhoods, individuals employed within the vicinity of the property and drive-through customers from the existing vehicular traffic in the area

The single-story McDonald's building, elevations, and site plan are designed to be aesthetically appealing, functional, pedestrian friendly and provide for safe and expeditious vehicular flow into, throughout and exiting the site. The building has a full kitchen with cold storage and an indoor dining facility.

The drive-through is designed to expedite drive-through service safely/efficiently. The proposed drive-through will have a drive-through window lane of approximately 330 feet, beginning at southwest corner of the restaurant and ending at a drive-through window on the northeast side of building. Based on an internal assessment, we estimate that 74 inbound vehicles per hour, the arrival rate will be approximately 1.23 minutes. Based on the above we anticipate 7 vehicles in the drive through lane at any one time. Our calculations suggest that a queue length of 175 feet is sufficient. Therefore, the proposed length of 330 feet for storage for the drive through lane exceeds the expected need of the site.

Onsite parking is provided with a total of 43 regular spaces (40 parking spaces are required). The contemporary McDonald's prototype building architecture will be in keeping with the architectural character of the surrounding area, providing a transition between the light industrial buildings to the west and the single-family neighborhoods to the east and south. For flexibility purposes, McDonald's is also requesting permission to be operational 24 hours, 7 days a week. McDonald's has found that nationally there is substantial interest in being

able to purchase nighttime fare and due to the proximity to employers in the area and the Loop 303 freeway, this location makes sense. Moreover, the proposed McDonald's location is away from the residential homes, buffered by a future development/landscaping which will not cause issues. Suffice to say; due to the recent/ongoing COVID-19 global pandemic and the customers' needs, the request for extended hours is part of McDonald's national program to be responsive to the changing environment. Ultimately, the final implementation of extended hours is evaluated based on local customer demand and should the demand prove not to be warranted then hours will be adjusted accordingly.

Per Section 1-3-2 of the City's Zoning Ordinance, a Use Permit needs to meet/address the following two (2) criteria to be approved:

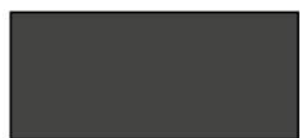
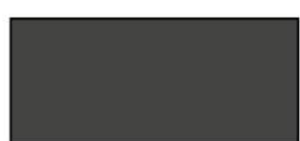
- 1. Will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare; and*
- 2. That the proposed use is reasonably compatible with uses permitted in the surrounding area.*

The proposed McDonald's site plan will be a part/integrated into a larger retail/commercial site plan/development and will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare. The more "active components" of McDonald's are located as far as possible from offsite neighbors and closer to more intense users (i.e., industrial/employment). Sound produced at the drive-through order points is regulated by state-of-the-art technology components, which recognize the ambient noise level of the surroundings and adjust the volume accordingly (i.e., nighttime order point volume will be less than lunch time volume setting). It is worth noting, that the typical sound required for a drive-through transaction has been reduced via the use of transaction confirmation screens. Site lighting will be in full conformance with the city of Goodyear's ordinances: light pole lamps will be designed so as to reduce light levels to the minimums required at the property lines; light sources and fixture shielding will be 'zone' compliant; and after-hours lighting will be reduced to levels only necessary for security. Odor abatement is addressed in several ways: kitchen odors travelling through exhaust ducts are 'scrubbed' by filters; outside below-grade grease interceptors are monitored and maintained per county and state guidelines; and the trash corral area is cleaned several times a day. McDonald's operations standards are rigorously enforced making sure that the site is cleaned frequently and trash containers are emptied regularly.

In summation, the proposed Use Permit is reasonable, compatible, appropriate, necessary for the restaurant use (i.e., McDonald's), and reasonable and it will not have any detrimental effects on any persons living or working in the area. More importantly, this request for a Use Permit, based upon the site plan submitted and information provided above, meets the two (2) standards enumerated for approving a Use Permit request. For the foregoing reasons, we respectfully request the proposed Use Permit be approved.

Thank you in advance for your time and consideration of this request. Should you have any questions regarding the above and/or the enclosed submittal materials, please feel free to contact the applicant.

FINISH/ COLOR SCHEDULE

	BASE BUILDING HARDIE PLANK BY JAMES HARDIE COLOR: KHAKI BROWN
	FEATURE WALL STUCCO COLOR: SW IRON ORE (SW 7069)
	PRIMARY STUCCO COLOR: SANDS OF TIME (SW 6101) (MATCHES DOLLAR STORAGE COLOR)
	CANOPY/ ALPOLIC METAL PANEL COLOR: SW IRON ORE (SW 7069)
	McD SIGN /UNDERSCORE COLOR: GOLD
	ALUMINUM CANOPY COLOR: WHITE
	ALUMINUM DOOR/ WINDOW FRAME COLOR: DARK BRONZE
	STONE VENEER CORONADO STONE OLD WORLD STONE CHABLIS (MATCHES DOLLAR STORAGE STONE)



1
A2.0 FRONT ELEVATION - NORTH
1/4" = 1'-0"



2
A2.0 NON-DRIVE-THRU ELEVATION -WEST
1/4" = 1'-0"

McDonald's. BUILDING ELEVATIONS

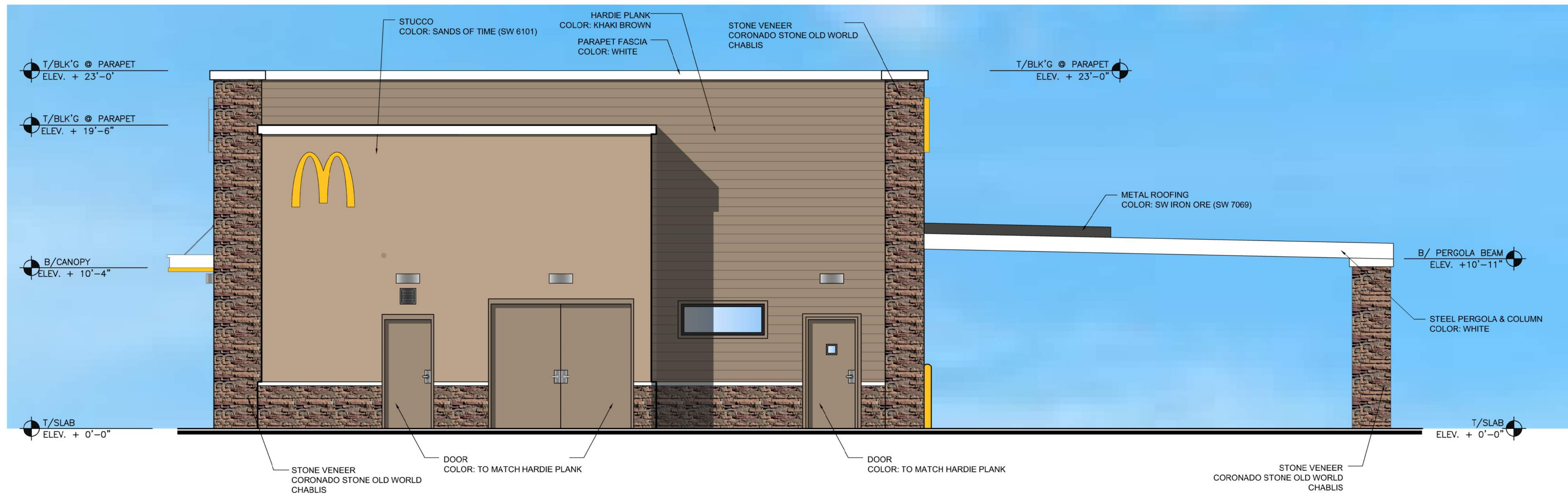
NEC INDIAN SCHOOL ROAD & SARIVAL ROAD, GOODYEAR, AZ 85395
L/C: 002-1070



300 W. Clarendon Avenue
Suite 320
Phoenix, AZ 85013
O: 602.234.1868
F: 602.234.1413
KDF PROJECT: 21031
DATE: 09-08-22

BEC2.1

FINISH/ COLOR SCHEDULE	
	BASE BUILDING HARDIE PLANK BY JAMES HARDIE COLOR: KHAKI BROWN
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	STONE VENEER CORONADO STONE OLD WORLD STONE CHABLIS (MATCHES DOLLAR STORAGE STONE)



1 DRIVE THRU ELEVATION – EAST
A2.1 1/4" = 1'-0"

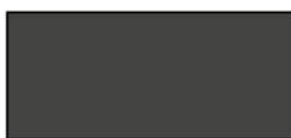
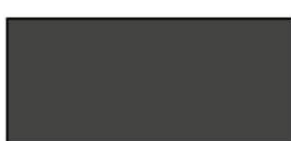


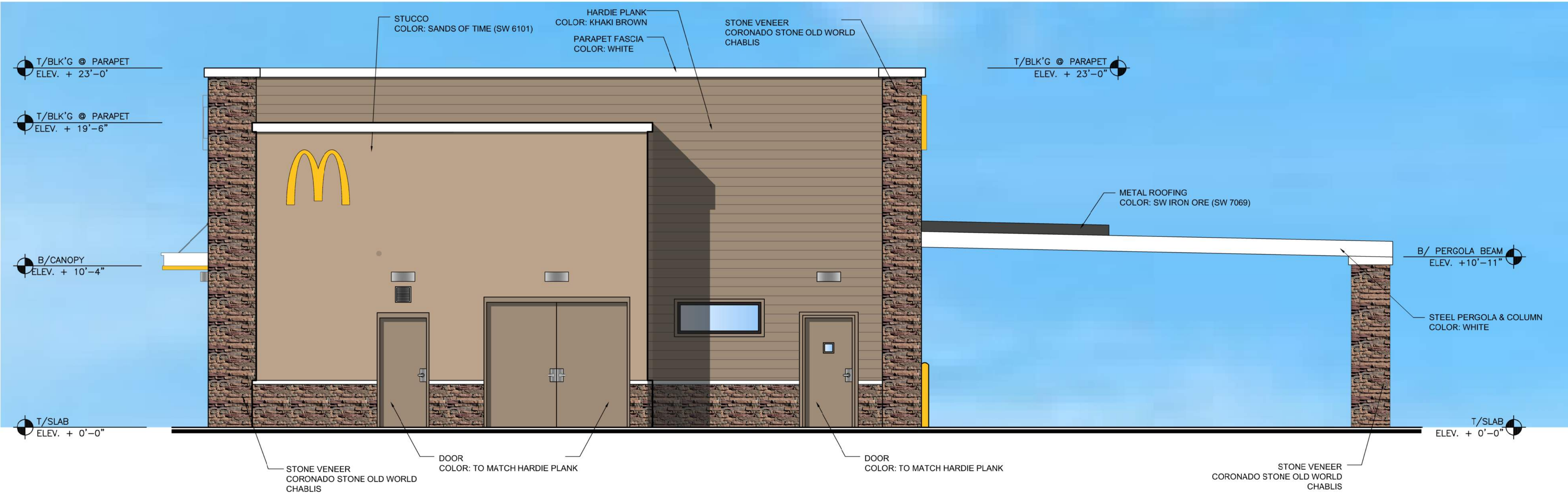
2 REAR ELEVATION – SOUTH
A2.1 1/4" = 1'-0"

 **McDonald's.**
BUILDING ELEVATIONS
 NEC INIDAN SCHOOL ROAD & SARIVAL ROAD, GOODYEAR, AZ 85395
 L/C: 002-1070



300 W. Clarendon Avenue
 Suite 320
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 O: 602.234.1868
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 KDF PROJECT: 21031
 DATE: 09-08-22

FINISH/ COLOR SCHEDULE	
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	ALUMINUM CANOPY COLOR: WHITE
	ALUMINUM DOOR/ WINDOW FRAME COLOR: DARK BRONZE
	STONE VENEER CORONADO STONE OLD WORLD STONE CHABLIS (MATCHES DOLLAR STORAGE STONE)



1 DRIVE THRU ELEVATION – EAST
A2.1 1/4" = 1'-0"



2 REAR ELEVATION – SOUTH
A2.1 1/4" = 1'-0"

 **McDonald's.**
BUILDING ELEVATIONS
NEC INIDAN SCHOOL ROAD & SARIVAL ROAD, GOODYEAR, AZ 85395
L/C: 002-1070



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KDF PROJECT: 21031
DATE: 09-08-22



LANDSCAPE LEGEND
ALL TREES TO MEET OR EXCEED A.N.A. SPECIFICATIONS
(U.O.N UNLESS OTHERWISE NOTED)
(tm - MSN trade marked by Mountain States Nursery)

TREES		SIZE	QTY
	Prosopis alba 'Cooperi'	24" Box	11
	Cooper's Mesquite 'Thornless'	Multi-Trunk	
	Prosopis alba 'Thornless'	24" Box	16
	Argentina Mesquite	Multi-Trunk	
	Dalbergia sissoo	24" Box	32
	Sissoo Tree	Standard	
	Acacia salicina	24" Box	21
	Willow Acacia	Standard	
	Parkinsonia hybrid	24" Box U.O.N	11
	Desert Museum	36" Box	18
	Desert Museum	Standard	
	Caesalpinia mexicana	24" Box	05
	Mexican Bird of Paradise	Multi-Trunk	
	Ebenopsis ebano	24" Box	22
	Texas Ebony	Standard	
	Acacia aneura	36" Box	10
	Mulga Tree	Standard	

SHRUBS		SIZE	QTY
	Leucophyllum frutescens 'Compacta'	5 Gallon	36
	Compact Texas Ranger		
	Dasylirion acrotrichum	5 Gallon	114
	Green Desert Spoon		
	Bougainvillea 'Torch Glow'	5 Gallon	110
	Torch Glow		
	Muhlenbergia capillaris	5 Gallon	362
	Regal Mist		
	Caesalpinia mexicana	5 Gallon	50
	Mexican Bird of Paradise		
	Eremophilla glabra 'carnosa'	5 Gallon	268
	Winter Blaze		
	Agave americana	5 Gallon	193
	Century Agave		
	Hesperaloe parviflora 'Yellow'	5 Gallon	16
	Yellow Yucca		
	Dodonea viscosa 'Green'	5 Gallon	10
	Green Hopseed Bush		
	Muhlenbergia rigida 'Nashville'	5 Gallon	224
	Nashville Muhly		
	Olea europaea 'Little Ollie'	5 Gallon	147
	Little Ollie		
	Dalea capitata 'Sun Gold'	5 Gallon	27
	Sun Gold tm - MSN		
	Tecoma stans	5 Gallon	111
	Yellow Bells		
	Leucophyllum frutescens	5 Gallon	179
	Texas Ranger		

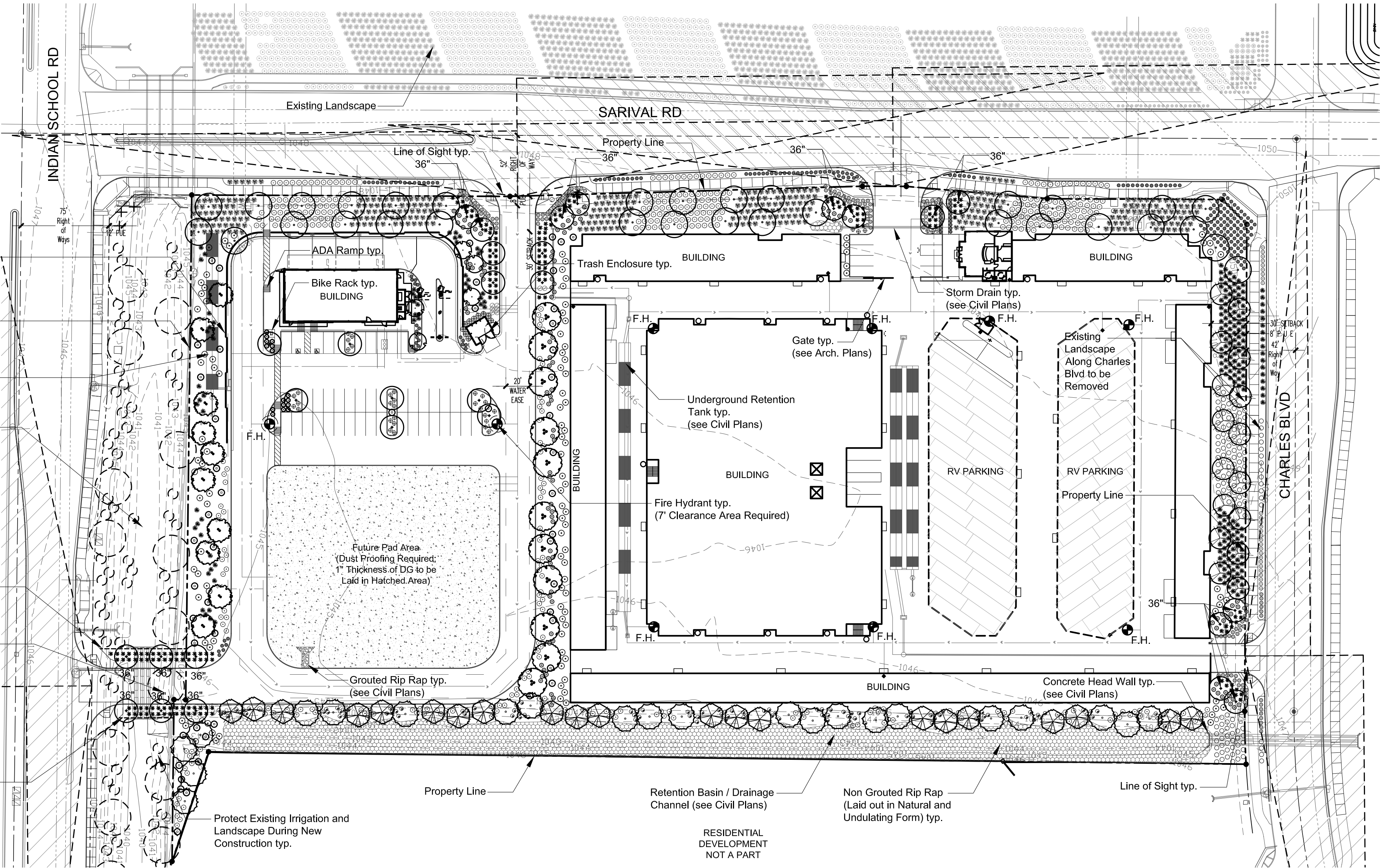
GROUND COVER		SIZE	QTY
	Lantana montevidensis	5 Gallon	146
	Gold Mound Lantana		
	Eremophilla glabra 'Mingeneu Gold'	5 Gallon	226
	Mingeneu Gold		

INERT MATERIALS Submit ALL Inert Material to LA for Approval

	Decomposed Granite 1/2" Screened Mtn. Vista Brown
	2" depth in all landscape areas
	Rip-Rap: 6" to 12" RockPros Mtn. Vista Brown
	3" depth in noted landscape areas
	Grouted Rip-Rap: 6" to 12" RockPros Mtn. Vista Brown
	6" depth in noted landscape areas
	Decomposed Granite 1/2" Screened Mtn. Vista Brown
	1" depth in noted areas

PRELIMINARY LANDSCAPE PLAN GENERAL NOTES:

1. THE ENTIRE SITE WILL BE MAINTAINED IN ACCORDANCE WITH CITY OF GOODYEAR STANDARDS.
2. ALL TREES WILL BE 24" BOX OR LARGER.
3. AN AUTOMATIC IRRIGATION SYSTEM WILL BE INSTALLED GUARANTEEING 100% COVERAGE TO ALL LANDSCAPE AREAS.
4. DECOMPOSED GRANITE, 2" MINIMUM THICKNESS, TO BE PLACED IN ALL LANDSCAPE AREAS NOT DESIGNATED FOR RIP-RAP OR LAWN.
5. ALL EARTHWORK WILL BE DONE SO THAT ALL WATER DRAINS AWAY FROM SIDEWALKS, STRUCTURES AND WILL NOT IMPEDE NATURAL DRAINAGE EASEMENTS.
6. STRUCTURES AND LANDSCAPING WITHIN A SIGHT VISIBILITY TRIANGLE OR SIGHT VISIBILITY LINE WILL NOT EXCEED 24" INCHES.
7. FINAL LANDSCAPE PLANS TO MEET OR EXCEED MINIMUM CITY STANDARDS.



GENERAL BUILDING FOUNDATION AND IRRIGATION NOTES:

POSITIVE DRAINAGE NEEDS TO BE MAINTAINED FROM THE BUILDINGS EXTERIOR WALLS FOR A MINIMUM OF 10'. NO IRRIGATED LANDSCAPE MATERIALS WITHIN THE FIRST 3' NEXT TO THE BUILDING FOUNDATION. WITHIN 3'-5' OF THE BUILDING FOUNDATION ONLY LANDSCAPE MATERIALS THAT CAN BE IRRIGATED WITH A 1 GPH EMITTER ARE ALLOWED. ANY LANDSCAPE MATERIALS REQUIRING AN EMITTER GREATER THAN 1GPH, INCLUDING TURF SHALL BE A MINIMUM OF 5' FROM THE OUTSIDE FACE OF THE BUILDING FOUNDATION. ALL IRRIGATION LINES, OTHER THAN THOSE SUPPLYING INDIVIDUAL EMITTERS SHALL NOT BE PLACED WITHIN 5' OF THE BUILDING FOUNDATION.

MAINTENANCE NOTES

1. ALL PLANT MATERIAL SHALL BE PRUNED 4 TIMES PER YEAR (3 TIMES DURING ACTIVE GROWTH SEASON AND 1 TIME DURING DORMANCY).
2. ALL HEDGE MATERIAL MAY BE PRUNED WITH SHEARS: ALL OTHER PLANT MATERIAL SHALL BE HAND PRUNED TO MAINTAIN A NATURAL APPEARANCE WITH ALL CUTS BEING MADE WITHIN THE CROWN OF THE PLANT TO MINIMIZE VISUAL CUTS. ALL TREES, SHRUBS AND VINES HAVE CORRECTIVE PRUNING PERFORMED DURING THE DORMANT SEASON.
3. ALL PLANT MATERIAL SHALL BE CARED FROM UNDER AN IPM (INTEGRATED PEST MANAGEMENT) PROGRAM. ALL PESTICIDES SHALL BE MADE DURING SITE AND REGION SPECIFIC TIME FRAMES THAT WILL MAXIMIZE THE EFFECTS OF THE CHEMICAL TO CONTROL ANY PESTS OR PATHOGENS AND THAT WILL MAXIMIZE THE CONCEPT OF IPM.

LANDSCAPE COVERAGE DATA

LIVE COVERAGE REQUIRED IN LANDSCAPE AREA:
- TOTAL LANDSCAPE AREA: 158,123 SF
- 50% MINIMUM (79,062 SF)

PLANT MATERIAL COVERAGE:

TREES:
25' DIAMETER - 48,609 SF
20' DIAMETER - 10,048 SF
15' DIAMETER - 2,655 SF

SHRUBS:
8' DIAMETER - 19,750 SF
5' DIAMETER - 24,000 SF
3' DIAMETER - 4,361 SF

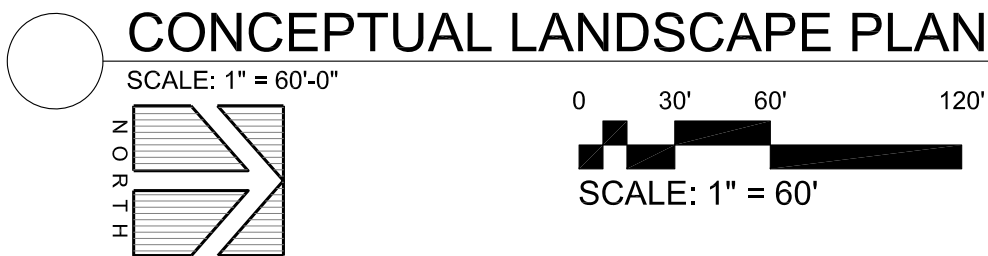
TOTAL: 109,443 SF (69.2% LIVE COVERAGE)

PROJECT TEAM

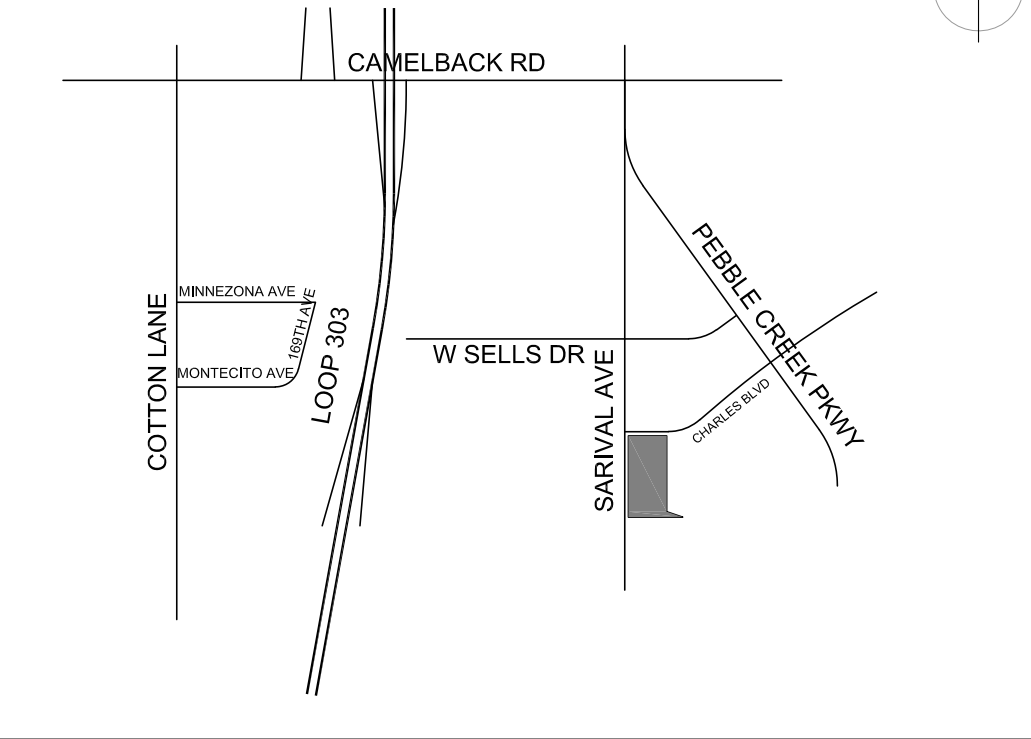
Developer
RP PV III LLC
c/o Sunbelt Holdings
6720 N. Scottsdale Road, Ste 250
Scottsdale, Arizona 85253
Contact: Wayne Dames
wdames@sunbeltholdings.com

Landscape Architect
Laskin and Associates Inc.
67 East Weldon Avenue Suite 230
Phoenix, Arizona 85012
Contact: Stanley Berinson
stanley@laskindesign.com
Ph: (602) 840-7771

Civil Engineer
Goodwin & Marshall Inc.
2705 S. Alma School Rd., Ste 2
Chandler, Arizona 85286
Contact: Warren Russell
wrussell@gmcivil.com
Ph: (602) 218-7285



VICINITY MAP



CITY OF GOODYEAR: GENERAL NOTES FOR LANDSCAPE

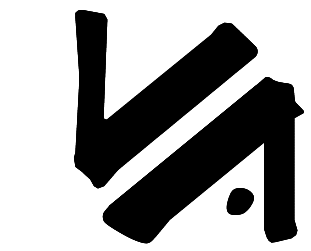
- A. ALL GENERAL NOTES SHALL APPLY.
- B. SUBSTITUTIONS IN TYPE, AND/OR DEVIATION IN SIZE OR QUANTITY FROM THE APPROVED LANDSCAPE OR IRRIGATION PLANS SHALL NOT BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF GOODYEAR. CONTACT THE CITY LANDSCAPE TECHNICIAN REGARDING ALL PLANTING AND IRRIGATION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

CITY OF GOODYEAR CLEARANCE NOTES:

- A. SHRUBS AND GROUND COVERS PLANTED WITHIN SIGHT VISIBILITY TRIANGLES SHALL HAVE A MATURE HEIGHT OF NOT MORE THAN 24 INCHES. HEIGHT SHALL BE MEASURED FROM EDGE OF PAVEMENT, AND TOTAL HEIGHT SHALL INCLUDE THE HEIGHT OF ANY MOUNDING.
- B. TREES PLANTED WITHIN SIGHT VISIBILITY TRIANGLE SHALL HAVE A CLEAR TRUNK PRUNED TO A HEIGHT OF 7 FEET OR GREATER UPON INSTALLATION. HEIGHT SHALL BE MEASURED FROM THE EDGE OF PAVEMENT.
- C. 7 FOOT MIN. CLEARANCE SHALL BE MAINTAINED AROUND THE FIRE HYDRANT FROM LANDSCAPE MATERIAL WITH A MATURITY HEIGHT EXCEEDING 6 INCHES PER CITY STANDARD DETAILS.



CLP.01
Preliminary Landscape Plan



LASKIN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTS
67 E. Weldon Ave.
Suite 230
Phoenix, Arizona 85012
P (602) 840-7771
F (602) 840-8021
www.laskindesign.com



PV10
NEC Indian School Road and Sarival Road
Goodyear, Arizona

Neighborhood Meeting – July 13, 2022

PV10 – McDonalds Use Permit and Dollar Storage Special Use Permit

Dollar Storage Comments:

- Residents from the neighborhood to the east were concerned about seeing the RVs that would be stored in the facility. They stated that their HOA does not allow RVs to be parked in their own yards so they were confused on why RVs would then be allowed here on the property.
- Concern about being able to see the RVs through the gates/height of RVs.
- Residents expressed that their relators promised that the building heights and zoning on the subject property were different than they were; thus, not expecting commercial uses to be constructed – thought it would be an extension of residential homes like theirs.
- What would be the construction timeline and how would this affect traffic on Sarival/Indian School?
- Where will the lighting be located/how high will the lighting be?
- Concerns about development decreasing property value.
- Questions about the size/appearance of the building closest to the residential property.

McDonalds Comments:

- General:
 - What is the construction timeline and how will this affect traffic and noise?
 - How will home values be affected by the McDonalds/Drive-through in general?
 - How will the homeowner's taxes be affected by the McDonalds?
 - How does the community/residents benefit from the McDonalds? What is the value?
 - How many other McDonalds are in or immediately adjacent to neighborhoods?
 - Concern over the smell from McDonalds from the grease and wind direction.
 - Health concerns, specifically for children attending the surrounding schools.
- Noise:
 - What is the noise limit in the area?
 - When do trash truck come to pick up trash?
 - When do delivery trucks come?
 - How loud will the speaker be if another business builds on the vacant portion of the lot?
- Lighting:
 - Where will lighting be located?
 - How high will the lighting be?
 - Will the golden arches logo be lit?
 - How late will the light be on?
 - They wanted more than just lighting as a form of security.
- Use Permit Process:
 - What are the steps in obtaining a use permit?
 - Many asking for clarification on what the current zoning allows.

- How does the recent Council approval for drive-through text amendment affect/change the process?
- Can we convince the City to change the type of restaurant?
- Who is on the Planning Commission and City Council?
- Traffic:
 - How will this impact the existing traffic problem resulting from trucks traveling to and from the UPS facility?
 - Will people working at the industrial properties impact the traffic pattern and cause congestion during lunch time?
 - Safety associated with large semi-truck presence.
 - What modifications will be made to Indian School and Sarival?
 - Concerns about people leaving the McDonalds property onto Indian School heading West, then making a U-turn at the Sarival intersection to head East on Indian School.
- Crime/Safety:
 - The attendees said they are concerned about crime that is “already associated with all drive through restaurants/McDonalds.”
 - There was concern mentioned about the safety of “senior citizens” living in the Pebble Creek Community to the south. General concern for how the quality of life for “retirees” in the area would be affected.
 - People will jump the walls into people’s yards - increasing crime.
 - How will the Police Department be involved in ensuring safety around the McDonalds?
 - Concern for the McDonalds attracting “homeless,” “drug users,” and “low-income” people into the area.
 - How will McDonalds ensure safety?

PV10 McDONALD'S USE PERMIT STIPULATION REVIEW



PV10 McDONALD'S USE PERMIT STIPULATION REVIEW

PV10 Commercial Center

- NEC of Indian School & Sarival
- Palm Valley Phase V PAD
- C-2 (General Commercial) uses





PV10 McDONALD'S USE PERMIT STIPULATION REVIEW

Use Permit 22-300-00005 approved November 14, 2022

Stipulation #13:

Hours of operation shall be from 5 AM – 12 AM with a 1-year status review at a public hearing before the City Council to re-evaluate the hours of operation. The 1-year time limit shall commence from the issuance of a certificate of occupancy for McDonald's by the City of Goodyear Development Services Department.



PV10 McDONALD'S USE PERMIT STIPULATION REVIEW

- No code compliance cases related to hours of operation
- Hours are comparable to those of other McDonald's locations
- Public notifications:
 - Alternative citizen review
 - Public hearing
 - No responses from public



PV10 McDONALD'S USE PERMIT STIPULATION REVIEW

Recommendation

Modify Stipulation #13 of Use Permit 22-300-00005 to read as follows:

“Hours of operation shall be from 5:00 AM - 12:00 AM.”

ITEM #: 10.
DATE: 04/27/2026
AI #:3196



CITY COUNCIL ACTION REPORT

**SUBJECT: PUBLIC HEARING FOR APPROVAL OF USE PERMIT FOR A
CONVENIENCE USE DRIVE-THROUGH OIL CHANGE FACILITY
GENERALLY LOCATED NORTH OF THE NORTHWEST CORNER OF
ELLIOT ROAD AND SAN GABRIEL DRIVE EAST**

STAFF PRESENTER(S): Ann Dolmage, Principal Planner

SUMMARY

This is a public hearing to request a Use Permit for a convenience use (a drive-through oil change facility), on an approximately 1.06-acre site zoned Planned Area Development (PAD) with underlying C-2 (General Commercial) zoning and generally located north of the northwest corner of Elliot Road and San Gabriel Drive East, within the commercial development known as Elliot Crossing that is within Estrella (the "Property").

STRATEGIC PLAN ALIGNMENT



Economic
Vitality



SAFE &
VIBRANT
COMMUNITY

RECOMMENDATION

Approve the Use Permit request for a convenience use drive-through oil change facility on an approximately 1.06-acre site zoned Planned Area Development (PAD) with underlying C-2 (General Commercial) zoning and generally located north of the northwest corner of Elliot Road and San Gabriel Drive East, within the commercial development known as Elliot Crossing that is within Estrella. (Ann Dolmage, Principal Planner)

STIPULATIONS

The approval of the Use Permit is subject to the Conditions of Approval (Attachment A).

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The Property is located within the Elliot Crossing PAD. The PAD zoning was approved on June 11, 1996. Pursuant to the PAD, commercial uses are permitted on the Property.

The Property consists of an undeveloped 1.06-acre lot within the commercial center known as Elliot Crossing, located at the northwest corner of Elliot Road and San Gabriel Drive East. A conceptual master site plan for the full center, including design guidelines, was approved as part of the above-mentioned Elliot Crossing PAD. A gas station, convenience store, restaurant, and professional and medical offices, and a self-storage facility have all been administratively approved within the center. Off-site improvements have been completed for this center. On-site improvements for the existing components of the center are in place or currently under construction.

On April 15, 2026, the Planning and Zoning (P&Z) Commission held a public hearing for this item. After the staff presentation, no residents spoke in support or opposition to the Use Permit. Prior to the closing of the Public Hearing, the P&Z Commission asked informational questions of the applicant related to business operations. At the conclusion of the public hearing, the P&Z Commission voted 6-0 to recommend approval, subject to the proposed stipulations which are included as Attachment A.

A Public Hearing notice for the City Council Meeting was published in the Arizona Business Gazette - Republic Edition on March 27, 2026, at least 15 days prior to the meeting. Postcards were mailed to ten (10) adjoining owners, located within five hundred (500) feet of the Property, on March 21, 2026, and signs were posted on the site on March 20, 2026.

Additional details regarding the previous actions are provided in the P&Z Commission Staff Report, included in Attachment G.

STAFF ANALYSIS

Current Policy:

An automotive repair facility (including a facility providing oil change services) without a drive-through component is a permitted use in the C-2 District per Section 3-3-3-A-2 of the Goodyear Zoning Ordinance. Because the proposed automotive repair facility will offer an oil change service that allows the customer to remain in their vehicle throughout the entire service, the use is an analogous use to a drive-through. An automotive repair facility with a drive-through component has been determined to be a "convenience use" as defined in Section 2-2 of the Zoning Ordinance and therefore is a Use Permit use in the C-2 District per Section 3-3-3-C-3 of the Goodyear Zoning Ordinance and is subject to the convenience use standards in Section 4-2-2, including the requirement for Use Permit approval.

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

Details of Request:

The proposed use is a single-story automotive repair facility, under the brand name “Express Oil”, that is approximately 5,288 square feet in size. The facility will contain three (3) oil-change bays at the east end of the building, as well as six (6) additional bays at the west end of the building for services such as brake pad replacement, tire repair and replacement, and alignments. Only the three oil-change bays are subject to this Use Permit approval, as they are the only bays configured as drive-throughs. The project narrative supplied by the applicant states that their goals for service times are ten (10) minutes or less for oil changes (not counting queuing time) and two (2) hours or less for other services. Should any vehicles need to stay in the facility overnight, they will be stored in the service bays with the doors locked.

Section 4-2-18 of the Zoning Ordinance sets forth operational and design requirements for drive-through restaurants, related to drive-through queuing capacity, traffic and pedestrian circulation, screening, and other considerations. While the proposed use is not a restaurant, staff have determined that the vehicle queuing standards are still applicable, and that each service bay for the oil change facility requires queuing space for at least three (3) vehicles behind the vehicle currently receiving service within that bay, as per Section 4-2-18-A of the Zoning Ordinance. Staff have determined the proposed use is meeting this requirement.

Per the building elevations submitted with the Use Permit application, the proposed materials and colors for the automobile repair facility will coordinate with those of the neighboring self-storage facility and medical buildings and follow the Elliot Crossing Design Guidelines.

Primary access to the site will be via a driveway on San Gabriel Drive East, to be shared with the self-storage facility currently under construction. Additional access will be via two existing driveways on Elliot Road. Cross-access exists for all parcels within the Elliot Crossing center. Twenty-four (24) vehicle parking spaces will be provided on the Express Oil parcel, which conforms to the required parking for the use as described in Article 6-4-2 of the Zoning Ordinance.

A project narrative, aerial photo, conceptual site plan, and conceptual building elevations are attached to this report as Attachments B through E.

Evaluation Criteria:

Evaluation criteria for this project can be found in Section 1-3-2 (Use Permits) and Section 4-2-2 (Convenience Uses) of the Zoning Ordinance. See Attachment F for an analysis of the project’s conformity to these criteria.

Staff Findings:

Staff finds that the proposed Use Permit for an oil change facility with drive-through meets the Zoning Ordinance requirements for drive-through uses, will not be materially detrimental to adjacent properties and will be compatible with the surrounding area, subject to the Conditions of Approval set forth in Attachment A. Staff is recommending approval of the Use Permit subject to the Conditions of Approval set forth in Attachment A.

Attachments

Attachment A - Conditions of Approval

Attachment B - Project Narrative

Attachment C - Aerial Photo

Attachment D - Conceptual Site Plan

Attachment E - Conceptual Building Elevations

Attachment F - Evaluation Criteria

Attachment G - Planning and Zoning Staff Report

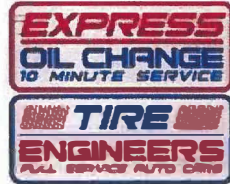
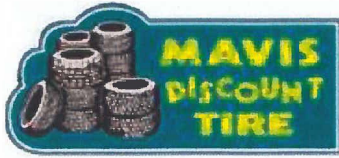
Staff Presentation

Attachment A – Conditions of Approval

1. All future development on the approximately 1.06 acres of land that is generally located north of the northwest corner of Elliot Road and San Gabriel Drive East, within the commercial development known as Elliot Crossing (the “Property”) will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation; and
2. The development of the Property shall be in substantial conformance with the conceptual “Site Plan for Express Oil Change in Elliot Crossing” attached as “Attachment D”, the building elevations attached as “Attachment E” and with all other approved site plan submittal documents. An amendment to the Use Permit may be required, as determined by the Development Services Director or their designee, if any deviation is requested from the configuration of the improvements as shown on Attachment D, Attachment E and any other approved site plan submittal documents; and
3. The development of the Property shall comply with the Elliot Crossing Design Guidelines that were approved for the center on June 11, 1996; and
4. In no instance shall queued vehicles obstruct designated fire lanes or public streets. Any obstruction of designated fire lanes or public streets by queued vehicles shall be immediately remediated by the owner/operator. Upon receiving notice by city staff, the owner/operator shall prepare a traffic management plan to prevent future obstructions of designated fire lanes or public streets by queued vehicles. The traffic management plan shall be submitted to the City of Goodyear Fire Chief and City of Goodyear Director of Engineering, or their respective designees, within thirty (30) days of city staff providing notice to the owner/operator of city staff’s observation of the obstructed fire lanes or public streets and the need to prepare a traffic management plan. Such traffic management plan submitted by the owner/operator shall require the approval of the Fire Chief and Director of Engineering or their designees. The failure of the owner/operator to (i.) submit the traffic management plan, (ii.) revise the traffic management plan as directed by the Fire Chief and/or Director of Engineering or their designees, and/or (iii.) implement the traffic management plan in a timely fashion, may result in the termination of this Use Permit. Repeated observations by city staff of queued vehicles obstructing designated fire lanes and/or public streets after the implementation of a traffic management plan may result in the termination of this Use Permit; and
5. The development of the Property shall conform to the standards designated for Lighting Zone 2 as established in Article 10, Outdoor Lighting Standards, of the City of Goodyear Zoning Ordinance; and
6. No signage is approved as part of this Use Permit. All signage proposed on the Property shall require a separate submittal and review. The proposed signage shall comply with the design guidelines for Elliot Crossing and Article 7 of the Zoning

Ordinance as they may be amended; and

7. Any future subdivision that includes the Property shall conform to the development standards as established in the C-2 (General Commercial) zoning district, including (but not limited to) building setbacks, minimum parking requirements, lot coverage, and landscaping; and
8. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with the Goodyear Zoning Ordinance, the City of Goodyear subdivision regulations, the City of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, all Building Codes and Regulations adopted by the City of Goodyear, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and



Tyler Hendon
Project Manager
Engineering & Permitting
1880 Southpark Drive
Birmingham, Alabama 35244
Direct Dial: 205-337-2967
tyler.hendon@expressoil.com
www.expressoil.com

May 8th, 2025

City of Goodyear, AZ
1900 N Civic Square
Goodyear, AZ 85395

Re: Express Oil Goodyear, Arizona Estrella Mtn

Express Oil is under contract to purchase a single parcel located in the Elliot Crossing Shopping Center located just North of the intersection of W Elliot Rd. and S. San Gabriel Dr E.

Our company is proposing a greenfield construction of our latest Express Oil prototype. Our Express Oil prototype is constructed with a roughly 10' deep pit on one side of the building to facilitate the 3 express oil change bays and service that we are famous for. In addition, we will provide 5-6 additional bays that will provide minor auto repair services. The Express brand specializes in the following:

- 10-Minute Express Oil Changes
- Tires
- Brake Pads
- Rotors
- Minor Auto Services
- Alignments
- Other ancillary auto services specialties.

Our company strives to have customers in and out of the facility within a 2-hour window for minor services and 10 minutes or less for the drive-thru oil change services. Vehicles are not typically kept overnight for repairs because of only offering minor automotive work. The average car count per day for an Express Oil location is 25 cars. If a vehicle needs to be kept overnight, Express Oil always stores vehicles inside the bays, locked and secured.

Express Oil is based in Birmingham, AL but is a national brand with an over 380 store footprint that provides an upscale experience for the customer. Hours of operation are M-Sat 8-6, closed on Sunday. We look forward to presenting to your community and bringing an Express Oil to Goodyear.

Kindest Regards,

A handwritten signature in black ink, appearing to read "Tyler", followed by a long horizontal line extending to the right.

Tyler Hendon

Express Oil

North of the Northwest Corner of West Elliot
Road and South San Gabriel Drive East



P25-00241 Express Oil Use Permit

son - Engineering
zona COA #10861-01

NO.	DATE	DESIGNATION
1	10.24.2025	1ST SITE IMPROVEMENT PLAN SUBMITTAL

SITE IMPROVEMENT PLANS

SITE PLAN

Project no.: 025-0
Date: 10.24

SHEET
C4.0

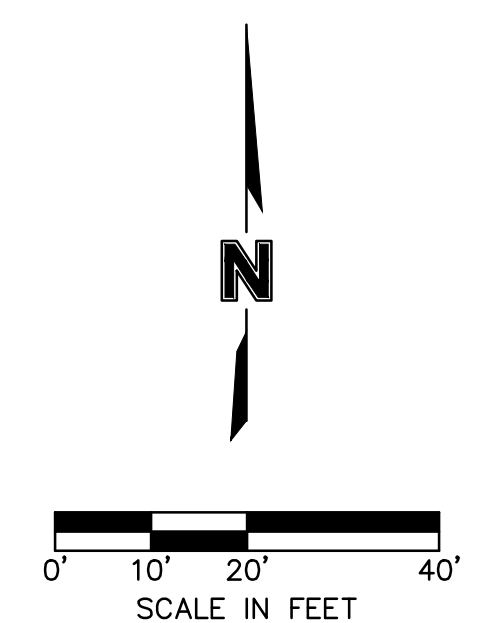
SITE DATA

SITE PLAN NOTES

- 1 MONUMENT SIGN, SEE ARCHITECTURAL PLAN FOR DETAIL.
- 2 DOUBLE TRASH ENCLOSURE, SEE ARCHITECTURAL PLAN FOR DETAILS.
- 3 90' PARKING STALL. PARKING STALL DIMENSION PER C.O.G. STD DTL G-3150 (18.5'x9' WITH 1.5' OVERHANG).
- 4 PARALLEL PARKING STALL. PARKING STALL DIMENSION PER C.O.G. STD DTL G-3150.
- 5 ACCESSIBLE PARKING STALL WITH ASSOCIATED STRIPES AND SIGN. WIDTH AND DEPTH AS NOTED.
- 6 CONCRETE SIDEWALK PER M.A.G. STD DTL 230, WIDTH AS NOTED.
- 7 SIDEWALK RAMP.
- 8 EXISTING CONCRETE SIDEWALK, WIDTH AS NOTED.
- 9 EXISTING FIRE HYDRANT.
- 10 FIRE SPRINKLER ROOM. SEE ARCHITECTURAL PLAN FOR DETAILS.
- 11 FIRE DEPARTMENT CONNECTION (FDC) EXTERNAL TO THE BUILDING.
- 12 FIRE TRUCK TURNING RADII (48' OUTER RADII, 28' INNER RADII).
- 13 SIGHT VISIBILITY TRIANGLES PER C.O.G STD DTL G-3232 (1 LANE, 25 MPH).
- 14 PROPOSED "ONE WAY" SIGN.
- 15 PROPOSED "DO NOT ENTER" SIGN.
- 16 CONSTRUCT 5' CONCRETE APRON IN FRONT OF SERVICE BAY.
- 17 INSTALL LIGHT POLES. REFERENCE PHOTOMETRIC PLANS FOR MORE INFORMATION.
- 18 INSTALL 4" STEEL PIPE BOLLARDS, FILLED WITH CONCRETE, PAINT SAFETY YELLOW AND LOCATE PER PLAN TO PROTECT BAY DOORS AND EQUIPMENT.
- 19 PROPOSED ELECTRIC METER. REFERENCE MEP PLANS FOR CONNECTION.
- 20 EXISTING LIGHT POLES TO REMAIN.
- 21 CURB CUT - TYPE 1, PER M.A.G. STD DTL 226-1.
- 22 INSTALL TRANSFORMER AND PAD. SEE ELECTRICAL PLANS FOR MORE INFORMATION.
- 23 INSTALL U-LINE TYPE BIKE RACKS.
- 24 SCREEN WALL. MINIMUM HEIGHT OF 3 FEET ON PARKING SIDE AND MAXIMUM HEIGHT OF 4.5 FEET ON STREET SIDE.
- 25 PROPOSED SCORED CONCRETE (18" X 18" DIAMOND PATTERN)

NOTE:

1. ALL RADII ARE 3' UNLESS OTHERWISE NOTED.
2. THE BACK FLOW DEVICE IS TO BE ELECTRONICALLY MONITORED BY THE BUILDING FIRE ALARM SYSTEM.



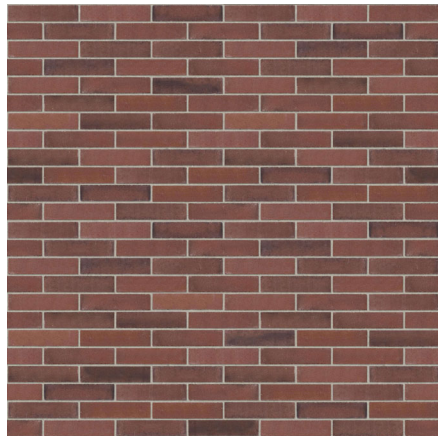
EXTERIOR FINISH MATERIAL LEGEND



INTEGRAL COLOR SPLIT-FACE CMU
Color: Huntington Gray
Manuf: Echelon
Keynote: 19, 19a



INTEGRAL COLOR SMOOTH-FACE CMU
Color: Huntington Gray
Manuf: Echelon
Keynote: 323



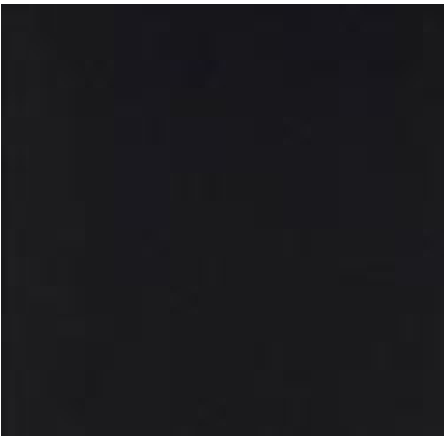
UNPAINTED STRUCTURAL HALF-HIGHS
Color: Promenade
Manuf: Superlite by Oldcastle
Keynote: 18a



PAINTED EIFS CLADDING SYSTEM, CORNICE, AND TRIM
Color: DE6226 Foggy Day
Manuf: Dunn Edwards
Keynotes: 318, 329



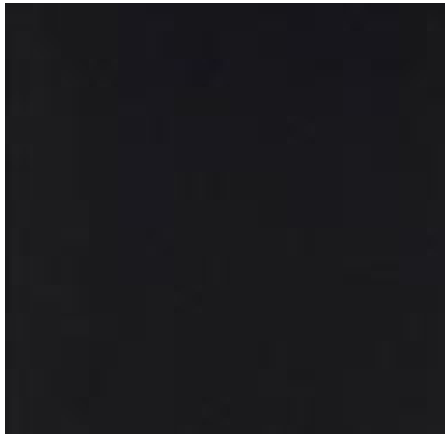
STANDING SEAM METAL ROOF
Color: Dark Bronze
Manuf: Berridge
Keynote: 9



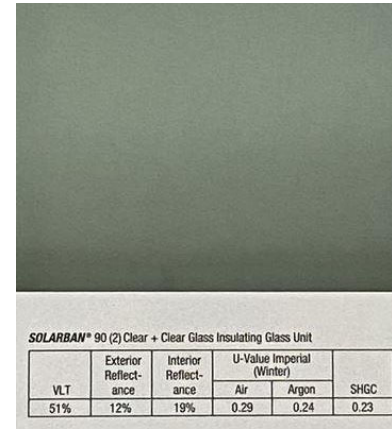
STOREFRONT DOORS/WINDOWS
Color: Dark Bronze Anodized Aluminum
Manuf: YKK



BOLLARDS, BRACKETS AND AWNINGS
Color: TBD
Manuf: Dunn Edwards Paints
Keynotes: 11, 20, 276



OVERHEAD DOORS
Color: Dark Bronze
Manuf: TBD



TINTED GLAZING
Color: Solarban 90 on Clear
Manuf: Vitro Architectural Glass



MORTAR
Color: Coosa Frost
Manuf: Coosa Masonry Cements

Keynote Schedule	
Tag	Text
1	Wall Pack / Electrical Fixture. See Electrical.
9	Pre-finished standing seam metal roof system. See Specification 074113.16 Standing Seam Metal Roof Panels. See Finish Schedule for color.
11	Pre-finished metal canopy. See Details.
18a	Unpainted structural half-highs. See Specification 042200 Concrete Unit Masonry. Color as indicated on Finish Schedule.
19	Integral color split-face CMU (bond beam where indicated; see Structural). See Specification 042200 Concrete Unit Masonry. Color as indicated on Finish Schedule.
19a	Integral color split-face CMU (bond beam where indicated; see Structural), projected 1/2". See Specification 042200 Concrete Unit Masonry. Color as indicated on Finish Schedule.
20	4" diameter painted concrete-filled steel pipe bollard. Color as indicated on Finish Schedule. Paint embedded portion of bollard. Use primer and two finish coats. See Details. See Specification 055000 Metal Fabrications.
21	Cast-in-place concrete wall. See Structural. Membrane waterproofing at perimeter of foundation wall as specified. See Specification 334600 Subdrainage.
22	Signage (By Others). See Electrical.
25	Control joint. For control joints in concrete floor slabs, coordinate location with equipment layout by others. Max. distance between control joints in slabs not to exceed 12'-0". Control joints in walls shall be 4'-0" max from wall intersection or corner and every 20'-0".
26	Fire Department Lock Box (Knox Company Model 3200) mounted 60" above finished grade. See Specification Section 104413 Fire Department Lock Box."
27	Pre-finished metal coping at exposed tops only over self-adhered membrane flashing and pressure treated wood blocking. Slope to drain. Color as indicated on Finish Schedule.
35	Submersible foundation sump pump. Provide Zoeller M98 or comparable product. Coordinate location with Civil and tie into Civil's storm drainage system.
47	Provide address identification as directed by the Local Fire Marshal or AHJ. Number size to be 16 inches minimum in a contrasting color.
53	Conduit to be centered horizontally for lights in canopy. Verify with sign company prior to rough-in.
56	Metal louver or vent. Color to match adjacent surface. See Mechanical.
276	Tube Steel Brackets. See details for member sizes. See Specification Section 051200 Structural Steel Framing. Color/finish as indicated on the Finish Schedule.
318	Painted preformed EIFS cornice and trim. See Specification Section 072400 EIFS Exterior Insulation and Finish System.
323	Integral color smooth-face CMU (bond beam where indicated; see Structural), projected 1/2". See Specification 042200 Concrete Unit Masonry.
329	Drainable EIFS cladding system: EIFS cladding adhered with adhesive applied in vertical ribbons on fluid applied vapor permeable air barrier on 1/2" exterior plywood sheathing on 2x6 wood framing. See details for EIFS thickness.



01. Exterior Elevation False Front (South)
3/16" = 1'-0"



NOT FOR
CONSTRUCTION

Express Oil Change & Tire Engineers
Single Building / Right Hand Oil Change / Rear Enter / Side Tire Storage
Goodyear, Arizona

CONCEPTUAL

No.	Description	Date

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Exterior Elevation -
False Front (South)

Project number	25019
Date	1/22/2026
Drawn by	MB
Checked by	ARC

A200

Scale 3/16" = 1'-0"

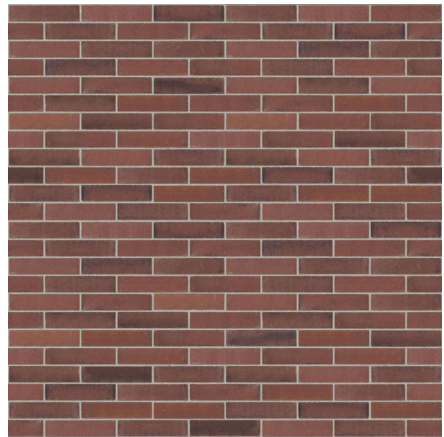
EXTERIOR FINISH MATERIAL LEGEND



INTEGRAL COLOR SPLIT-FACE CMU
Color: Huntington Gray
Manuf: Echelon
Keynote: 19, 19a



INTEGRAL COLOR SMOOTH-FACE CMU
Color: Huntington Gray
Manuf: Echelon
Keynote: 323



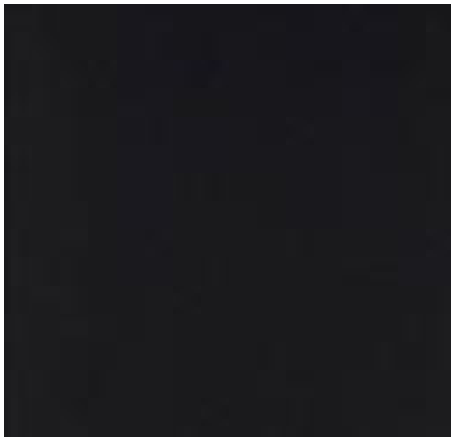
UNPAINTED STRUCTURAL HALF-HIGHS
Color: Promenade
Manuf: Superlite by Oldcastle
Keynote: 18a



PAINTED EIFS CLADDING SYSTEM, CORNICE, AND TRIM
Color: DE6226 Foggy Day
Manuf: Dunn Edwards
Keynotes: 318, 329



STANDING SEAM METAL ROOF
Color: Dark Bronze
Manuf: Berridge
Keynote: 9



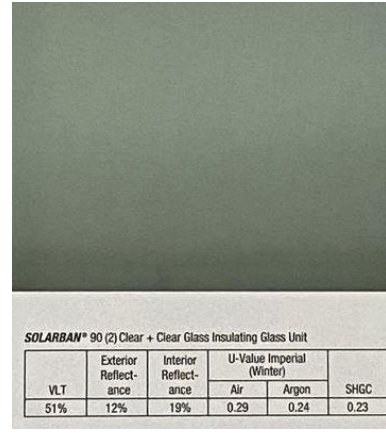
STOREFRONT DOORS/WINDOWS
Color: Dark Bronze Anodized Aluminum
Manuf: YKK



BOLLARDS, BRACKETS AND AWNINGS
Color: TBD
Manuf: Dunn Edwards Paints
Keynotes: 11, 20, 276



OVERHEAD DOORS
Color: Dark Bronze
Manuf: TBD



TINTED GLAZING
Color: Solarban 90 on Clear
Manuf: Vitro Architectural Glass



MORTAR
Color: Coosa Frost
Manuf: Coosa Masonry Cements

Keynote Schedule	
Tag	Text
1	Wall Pack / Electrical Fixture. See Electrical.
9	Pre-finished standing seam metal roof system. See Specification 074113.16 Standing Seam Metal Roof Panels. See Finish Schedule for color.
11	Pre-finished metal canopy. See Details.
18a	Unpainted structural half-highs. See Specification 042200 Concrete Unit Masonry. Color as indicated on Finish Schedule.
19	Integral color split-face CMU (bond beam where indicated; see Structural). See Specification 042200 Concrete Unit Masonry. Color as indicated on Finish Schedule.
19a	Integral color split-face CMU (bond beam where indicated; see Structural), projected 1/2". See Specification 042200 Concrete Unit Masonry. Color as indicated on Finish Schedule.
20	4" diameter painted concrete-filled steel pipe bollard. Color as indicated on Finish Schedule. Paint embedded portion of bollard. Use primer and two finish coats. See Details. See Specification 055000 Metal Fabrications.
21	Cast-in-place concrete wall. See Structural. Membrane waterproofing at perimeter of foundation wall as specified. See Specification 334600 Subdrainage.
22	Signage (By Others). See Electrical.
25	Control joint. For control joints in concrete floor slabs, coordinate location with equipment layout by others. Max. distance between control joints in slabs not to exceed 12'-0". Control joints in walls shall be 4'-0" max from wall intersection or corner and every 20'-0".
26	Fire Department Lock Box (Knox Company Model 3200) mounted 60" above finished grade. See Specification Section 104413 Fire Department Lock Box."
27	Pre-finished metal coping at exposed tops only over self-adhered membrane flashing and pressure treated wood blocking. Slope to drain. Color as indicated on Finish Schedule.
35	Submersible foundation sump pump. Provide Zoeller M98 or comparable product. Coordinate location with Civil and tie into Civil's storm drainage system.
47	Provide address identification as directed by the Local Fire Marshal or AHJ. Number size to be 16 inches minimum in a contrasting color.
53	Conduit to be centered horizontally for lights in canopy. Verify with sign company prior to rough-in.
56	Metal louver or vent. Color to match adjacent surface. See Mechanical.
276	Tube Steel Brackets. See details for member sizes. See Specification Section 051200 Structural Steel Framing. Color/finish as indicated on the Finish Schedule.
287	Fire department connection.
318	Painted preformed EIFS cornice and trim. See Specification Section 072400 EIFS Exterior Insulation and Finish System.
323	Integral color smooth-face CMU (bond beam where indicated; see Structural), projected 1/2". See Specification 042200 Concrete Unit Masonry.
329	Drainable EIFS cladding system: EIFS cladding adhered with adhesive applied in vertical ribbons on fluid applied vapor permeable air barrier on 1/2" exterior plywood sheathing on 2x6 wood framing. See details for EIFS thickness.



① 02 Exterior Elevation Rear Entry (North)
3/16" = 1'-0"



NOT FOR
CONSTRUCTION

Express Oil Change & Tire Engineers
Single Building / Right Hand Oil Change / Rear Enter / Side Tire Storage
Goodyear, Arizona

CONCEPTUAL

No.	Description	Date

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Exterior Elevation -
Rear Entry (North)

Project number	25019
Date	1/22/2026
Drawn by	ARC
Checked by	N/A

A201

Scale 3/16" = 1'-0"

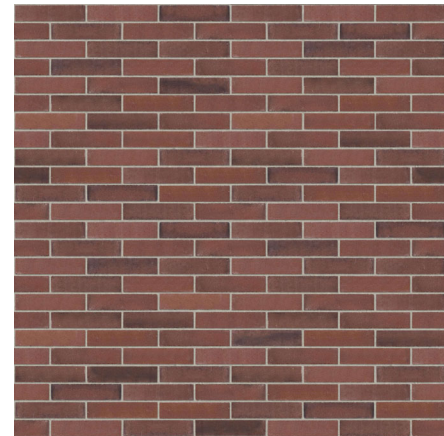
EXTERIOR FINISH MATERIAL LEGEND



INTEGRAL COLOR SPLIT-FACE CMU
Color: Huntington Gray
Manuf: Echelon
Keynote: 19, 19a



INTEGRAL COLOR SMOOTH-FACE CMU
Color: Huntington Gray
Manuf: Echelon
Keynote: 323



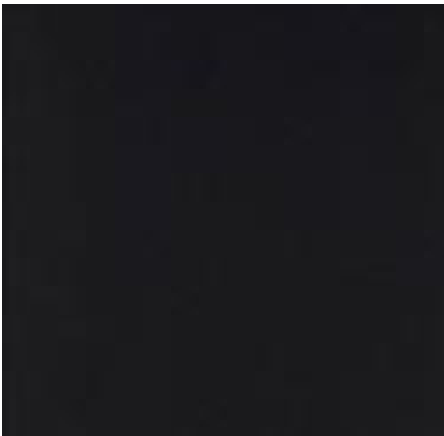
UNPAINTED STRUCTURAL HALF-HIGHS
Color: Promenade
Manuf: Superlite by Oldcastle
Keynote: 18a



PAINTED EIFS CLADDING SYSTEM, CORNICE, AND TRIM
Color: DE6226 Foggy Day
Manuf: Dunn Edwards
Keynotes: 318, 329



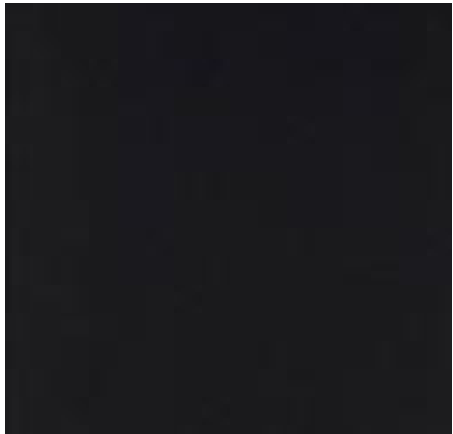
STANDING SEAM METAL ROOF
Color: Dark Bronze
Manuf: Berridge
Keynote: 9



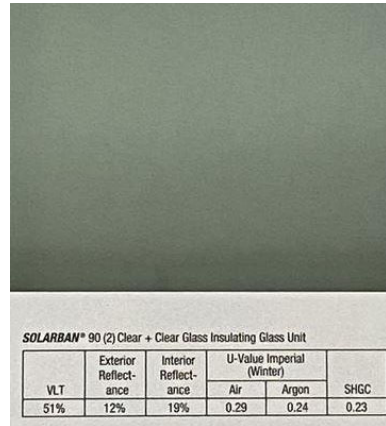
STOREFRONT DOORS/WINDOWS
Color: Dark Bronze Anodized Aluminum
Manuf: YKK



BOLLARDS, BRACKETS AND AWNINGS
Color: TBD
Manuf: Dunn Edwards Paints
Keynotes: 11, 20, 276



OVERHEAD DOORS
Color: Dark Bronze
Manuf: TBD



TINTED GLAZING
Color: Solarban 90 on Clear
Manuf: Vitro Architectural Glass

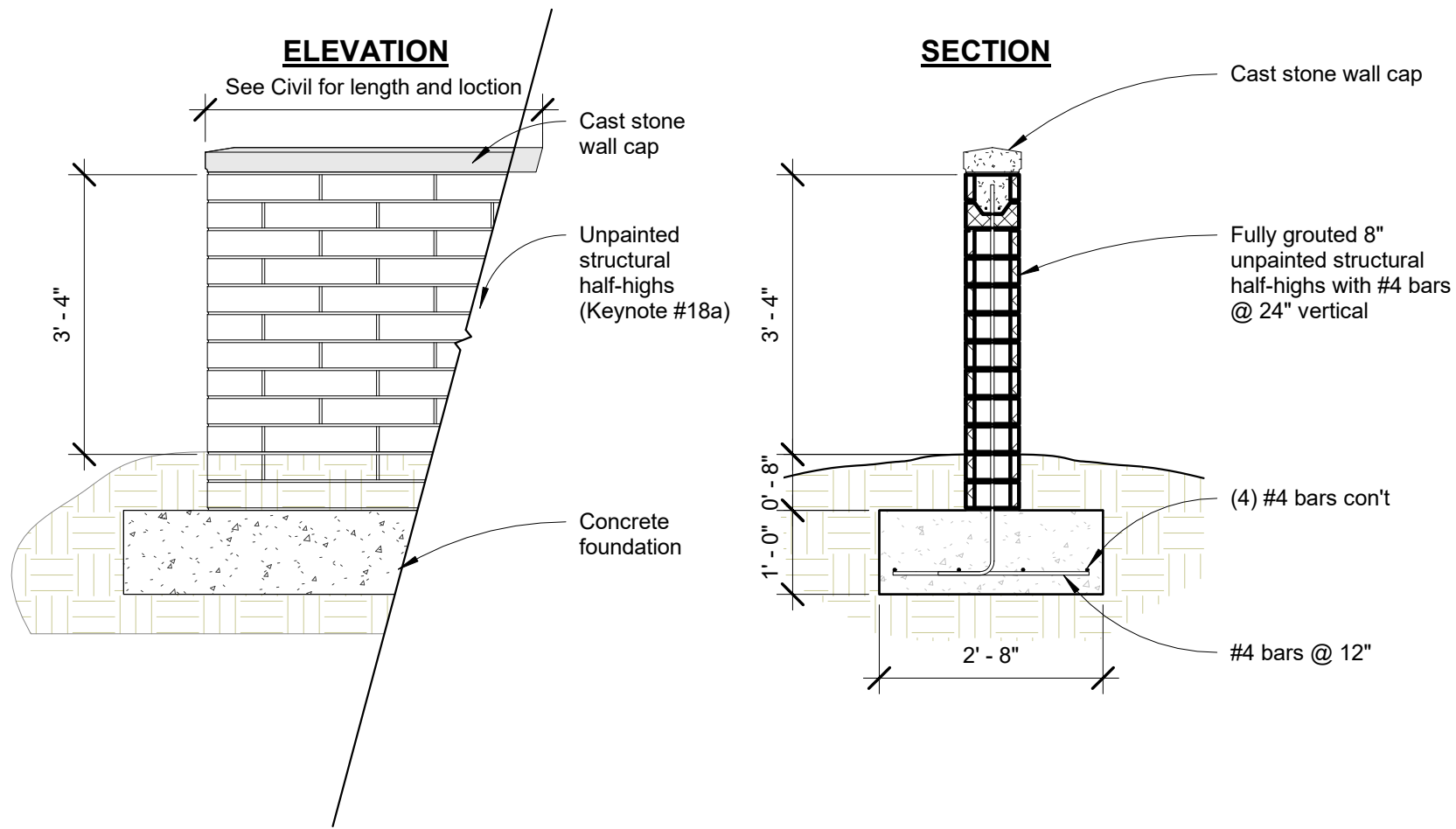


MORTAR
Color: Coosa Frost
Manuf: Coosa Masonry Cements

Keynote Schedule	
Tag	Text
1	Wall Pack / Electrical Fixture. See Electrical.
9	Pre-finished standing seam metal roof system. See Specification 074113.16 Standing Seam Metal Roof Panels. See Finish Schedule for color.
11	Pre-finished metal canopy. See Details.
18a	Unpainted structural half-highs. See Specification 042200 Concrete Unit Masonry. Color as indicated on Finish Schedule.
19	Integral color split-face CMU (bond beam where indicated; see Structural). See Specification 042200 Concrete Unit Masonry. Color as indicated on Finish Schedule.
19a	Integral color split-face CMU (bond beam where indicated; see Structural), projected 1/2". See Specification 042200 Concrete Unit Masonry. Color as indicated on Finish Schedule.
20	4" diameter painted concrete-filled steel pipe bollard. Color as indicated on Finish Schedule. Paint embedded portion of bollard. Use primer and two finish coats. See Details. See Specification 055000 Metal Fabrications.
21	Cast-in-place concrete wall. See Structural. Membrane waterproofing at perimeter of foundation wall as specified. See Specification 334600 Subdrainage.
22	Signage (By Others). See Electrical.
25	Control joint. For control joints in concrete floor slabs, coordinate location with equipment layout by others. Max. distance between control joints in slabs not to exceed 12'-0". Control joints in walls shall be 4'-0" max from wall intersection or corner and every 20'-0".
26	Fire Department Lock Box (Knox Company Model 3200) mounted 60" above finished grade. See Specification Section 104413 Fire Department Lock Box."
27	Pre-finished metal coping at exposed tops only over self-adhered membrane flashing and pressure treated wood blocking. Slope to drain. Color as indicated on Finish Schedule.
35	Submersible foundation sump pump. Provide Zoeller M98 or comparable product. Coordinate location with Civil and tie into Civil's storm drainage system.
56	Metal louver or vent. Color to match adjacent surface. See Mechanical.
276	Tube Steel Brackets. See details for member sizes. See Specification Section 051200 Structural Steel Framing. Color/finish as indicated on the Finish Schedule.
318	Painted preformed EIFS cornice and trim. See Specification Section 072400 EIFS Exterior Insulation and Finish System.
323	Integral color smooth-face CMU (bond beam where indicated; see Structural), projected 1/2". See Specification 042200 Concrete Unit Masonry.
329	Drainable EIFS cladding system: EIFS cladding adhered with adhesive applied in vertical ribbons on fluid applied vapor permeable air barrier on 1/2" exterior plywood sheathing on 2x6 wood framing. See details for EIFS thickness.



① 03 Exterior Elevation, Right (East)
3/16" = 1'-0"



Notes:

1. This detail is based on the wall not retaining any soil

② Screen Wall Detail
1/2" = 1'-0"



NOT FOR
CONSTRUCTION

Express Oil Change & Tire Engineers
Single Building / Right Hand Oil Change / Rear Enter / Side Tire Storage
Goodyear, Arizona

CONCEPTUAL

No.	Description	Date

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Exterior Elevation -
Right (East)

Project number	25019
Date	1/22/2026
Drawn by	ARC
Checked by	N/A

A202

Scale As indicated

EXTERIOR FINISH MATERIAL LEGEND



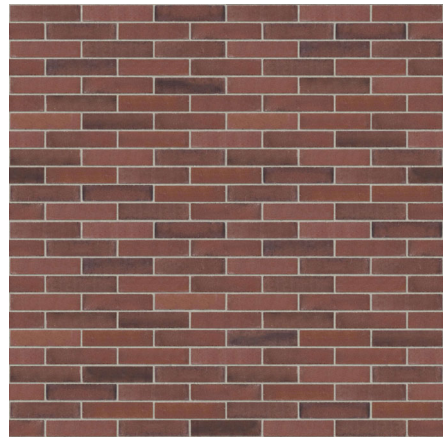
INTEGRAL COLOR SPLIT-FACE CMU

Color: Huntington Gray
Manuf: Echelon
Keynote: 19, 19a



INTEGRAL COLOR SMOOTH-FACE CMU

Color: Huntington Gray
Manuf: Echelon
Keynote: 323



UNPAINTED STRUCTURAL HALF-HIGHS

Color: Promenade
Manuf: Superlite by Oldcastle
Keynote: 18a



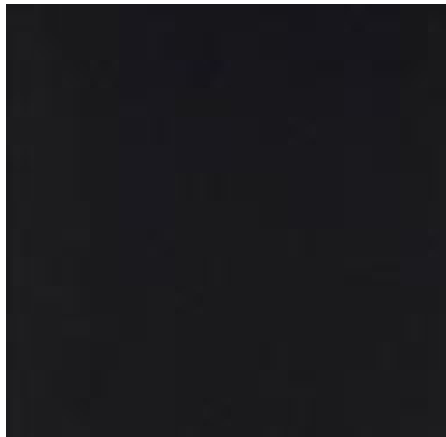
PAINTED EIFS CLADDING SYSTEM, CORNICE, AND TRIM

Color: DE6226 Foggy Day
Manuf: Dunn Edwards
Keynotes: 318, 329



STANDING SEAM METAL ROOF

Color: Dark Bronze
Manuf: Berridge
Keynote: 9



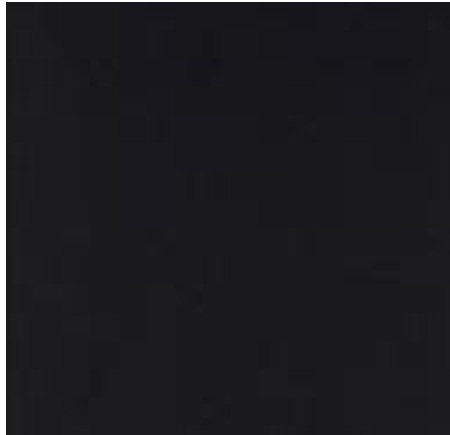
STOREFRONT DOORS/WINDOWS

Color: Dark Bronze Anodized Aluminum
Manuf: YKK



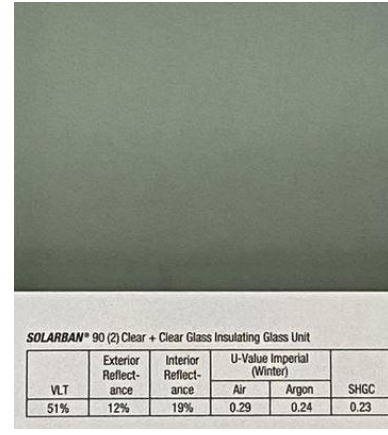
BOLLARDS, BRACKETS AND AWNINGS

Color: TBD
Manuf: Dunn Edwards Paints
Keynotes: 11, 20, 276



OVERHEAD DOORS

Color: Dark Bronze
Manuf: TBD



TINTED GLAZING

Color: Solarban 90 on Clear
Manuf: Vitro Architectural Glass



MORTAR

Color: Coosa Frost
Manuf: Coosa Masonry Cements

Keynote Schedule	
Tag	Text
1	Wall Pack / Electrical Fixture. See Electrical.
9	Pre-finished standing seam metal roof system. See Specification 074113.16 Standing Seam Metal Roof Panels. See Finish Schedule for color.
11	Pre-finished metal canopy. See Details.
18a	Unpainted structural half-highs. See Specification 042200 Concrete Unit Masonry. Color as indicated on Finish Schedule.
19	Integral color split-face CMU (bond beam where indicated; see Structural). See Specification 042200 Concrete Unit Masonry. Color as indicated on Finish Schedule.
19a	Integral color split-face CMU (bond beam where indicated; see Structural), projected 1/2". See Specification 042200 Concrete Unit Masonry. Color as indicated on Finish Schedule.
20	4" diameter painted concrete-filled steel pipe bollard. Color as indicated on Finish Schedule. Paint embedded portion of bollard. Use primer and two finish coats. See Details. See Specification 055000 Metal Fabrications.
21	Cast-in-place concrete wall. See Structural. Membrane waterproofing at perimeter of foundation wall as specified. See Specification 334600 Subdrainage.
22	Signage (By Others). See Electrical.
25	Control joint. For control joints in concrete floor slabs, coordinate location with equipment layout by others. Max. distance between control joints in slabs not to exceed 12'-0". Control joints in walls shall be 4'-0" max from wall intersection or corner and every 20'-0".
26	Fire Department Lock Box (Knox Company Model 3200) mounted 60" above finished grade. See Specification Section 104413 Fire Department Lock Box.
27	Pre-finished metal coping at exposed tops only over self-adhered membrane flashing and pressure treated wood blocking. Slope to drain. Color as indicated on Finish Schedule.
144	Electrical meter. See Electrical. Paint to match adjacent building materials.
276	Tube Steel Brackets. See details for member sizes. See Specification Section 051200 Structural Steel Framing. Color/finish as indicated on the Finish Schedule.
318	Painted preformed EIFS cornice and trim. See Specification Section 072400 EIFS Exterior Insulation and Finish System.
323	Integral color smooth-face CMU (bond beam where indicated; see Structural), projected 1/2". See Specification 042200 Concrete Unit Masonry.
329	Drainable EIFS cladding system: EIFS cladding adhered with adhesive applied in vertical ribbons on fluid applied vapor permeable air barrier on 1/2" exterior plywood sheathing on 2x6 wood framing. See details for EIFS thickness.



① 04 Exterior Elevation_Left (West)
3/16" = 1'-0"



www.ahoarch.com

NOT FOR
CONSTRUCTION

Express Oil Change & Tire Engineers
Single Building / Right Hand Oil Change / Rear Enter / Side Tire Storage
Goodyear, Arizona

CONCEPTUAL

No.	Description	Date

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Exterior Elevation -
Left (West)

Project number	25019
Date	1/22/2026
Drawn by	ARC
Checked by	N/A

A203

Scale 3/16" = 1'-0"



False Front (South) Elevation



Rear Entry (North) Elevation

NOT FOR
CONSTRUCTION

Express Oil Change & Tire Engineers
Single Building / Right Hand Oil Change / Rear Enter / Side Tire Storage
Goodyear, Arizona

CONCEPTUAL

No.	Description	Date

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3D Rendering

Project number	25019
Date	1/22/2026
Drawn by	Author
Checked by	Checker

R100

Scale

Section 1-3-2 (Use Permits) of the Zoning Ordinance requires that the Planning and Zoning Commission and City Council determine that the proposed use meets the following findings prior to granting a Use Permit:

1. The Use Permit will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare;

The proposed facility will be located within a 1.06-acre site zoned Planned Area Development (PAD) with underlying C-2 (General Commercial) zoning within a commercial development known as Elliot Crossing, a commercial center at the northwest corner of Elliot Road and San Gabriel Drive (the “Property”). A larger commercial center (Mountain Ranch Marketplace) is located on the opposite side of San Gabriel, and Starpointe Residents’ Club is located on the south side of Elliot Road. A vacant property designated for commercial use in the Estrella Phase 1 PAD is located directly west of Starpointe. The closest residential areas to the project site are the Hidden Hills and Sonoran Vistas custom-home subdivisions to the north, both of which are separated from Elliot Crossing and Mountain Ranch Marketplace by hills that create a natural buffer between residential and commercial uses. The closest residential lot within Hidden Hills is approximately 922 feet from the Property, while the closest residential lot within Sonoran Vistas is approximately 696 feet from the Property. Additional residential subdivisions in the general vicinity include Cordrero (approximately 0.27 miles to the southwest and on the opposite side of Elliot Road); Saguaro Summit (approximately 0.33 miles to the northwest and again separated from Elliot Crossing by hilly terrain); and Avenida Del Lago (approximately 0.27 miles to the southeast and on the far side of Starpointe).

The Property is in the city’s Lighting Zone 2, which requires house-side shielding for all perimeter lighting. Traffic impacts have been reviewed and determined to be in conformance with the roadway capacity and improvements for this area. The queuing lanes for oil changes will be screened with walls to minimize views from public streets. Additionally, a stipulation is proposed that prohibits queued vehicles from obstructing fire lanes or public streets and requires a traffic management plan should obstructions occur. Vehicular queuing space has been provided in conformance with the applicable requirements in Article 4-2-18 of the Goodyear Zoning Ordinance.

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

The Elliot Crossing PAD designates the Property for commercial uses. The Property is located within a commercial center that currently contains a gas station with convenience store, a restaurant, and professional and medical offices, as well as a self-storage facility that currently is under construction. Mountain Ranch Marketplace is located directly to the east (on the opposite side of San Gabriel Drive East) and contains a major supermarket as well as in-line and freestanding shops, restaurants, and offices. Five businesses within Mountain Ranch Marketplace include drive-through lanes, including two restaurants, a coffee shop, a bank, and a pharmacy. Starpointe Residents’ Club and

a vacant parcel designated for commercial uses are located to the south. As noted above, the nearest residential home is nearly 700 feet from the Property and hilly terrain with natural vegetation separates the Property from homes to the north. The project proposes screen walls to minimize views of the oil change queueing lanes from nearby streets, and a stipulation is proposed requiring the project to adhere to outdoor lighting standards in the Zoning Ordinance.

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

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

The 1.06-acre parcel is of sufficient size and configuration to accommodate the proposed drive-through oil change facility. The proposed access and internal traffic circulation pattern have been designed to be consistent with the existing commercial center. Three driveways (one on San Gabriel Drive East and two on Elliot Road) will provide access to the new facility. Queuing space for the drive-through meets applicable city requirements and can be accommodated onsite. While the drive-through is not expected to create adverse impacts to public streets or adjacent land uses, a stipulation is proposed that outlines a course of remedial action in the event public streets or fire lanes are obstructed.

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

The proposed hours of operation for the facility are 8:00 AM to 6:00 PM, Monday through Saturday. The facility will be closed on Sundays. These hours are comparable to the business hours of other oil change and auto repair facilities in the city, and they ensure that the use will be inactive during the times of day when residential neighborhoods are the most sensitive to noise. Staff is recommending no restrictions on hours of operation for the use.

3. Required traffic and access mitigation measures, if any.

The proposed project does not require additional right of way, off-site traffic mitigation measures, or restriction of traffic movements through signs or other measures. The center allows for shared vehicle and pedestrian access across all access drives within the center via its Declaration of Covenants, Conditions, Restrictions and Easements.

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

There are no other concerns affecting the advisability of the proposed convenience use.

Fire Department:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Minutes	Miles
182	2.56	1.28

2nd nearest Fire Station	Minutes	Miles
186	17.12	8.56

AGENDA ITEM #: 2.
DATE: April 15, 2026
CAR #:
CASE #: P25-00241



Planning & Zoning Commission ACTION REPORT

SUBJECT: USE PERMIT FOR DRIVE-THROUGH OIL CHANGE FACILITY

STAFF PRESENTER(S): Ann Dolmage, Principal Planner

SUMMARY:

This is a public hearing to request a Use Permit for a drive-through oil change facility, on an approximately 1.06-acre site zoned Planned Area Development (PAD) with underlying C-2 (General Commercial) zoning and generally located north of the northwest corner of Elliot Road and San Gabriel Drive East, within the commercial development known as Elliot Crossing that is within Estrella (the "Property").

RECOMMENDATION:

1. Conduct a public hearing to consider a Use Permit for a drive-through oil change facility, on an approximately 1.06-acre site zoned Planned Area Development (PAD) with underlying C-2 (General Commercial) zoning and generally located north of the northwest corner of Elliot Road and San Gabriel Drive East, within the commercial development known as Elliot Crossing that is within Estrella.
2. Recommend approval of the request for a Use Permit for a drive-through oil change facility, on an approximately 1.06-acre site zoned Planned Area Development (PAD) with underlying C-2 (General Commercial) zoning and generally located north of the northwest corner of Elliot Road and San Gabriel Drive East, within the commercial development known as Elliot Crossing that is within Estrella (Ann Dolmage, Principal Planner).

STIPULATIONS:

The approval of the Use Permit is subject to the Conditions of Approval (Attachment A).

FISCAL IMPACT:

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

BACKGROUND AND PREVIOUS ACTIONS:

The Property is located within the Elliot Crossing PAD. The PAD zoning was approved on June 11, 1996. Pursuant to the PAD, commercial uses are permitted on the Property.

The Property consists of an undeveloped 1.06-acre lot within the commercial center known as Elliot Crossing, located at the northwest corner of Elliot Road and San Gabriel Drive East. A conceptual master site plan for the full center, including design guidelines, was approved as part of the above-mentioned Elliot Crossing PAD. A gas station, convenience store, restaurant, and professional and medical offices, and a self-storage facility have all been administratively approved within the center. Off-site improvements have been completed for this center. On-site improvements for the existing components of the center are in place or currently under construction.

STAFF ANALYSIS

Current Policy:

An automotive repair facility (including a facility providing oil change services) without a drive-through component is a permitted use in the C-2 District per Section 3-3-3-A-2 of the Goodyear Zoning Ordinance. Because the proposed automotive repair facility will offer an oil change service that allows the customer to remain in their vehicle throughout the entire service, the use is an analogous use to a drive-through. . An automotive repair facility with a drive-through component has been determined to be a "convenience use" as defined in Section 2-2 of the Zoning Ordinance and therefore is a Use Permit use in the C-2 District per Section 3-3-3-C-3 of the Goodyear Zoning Ordinance and is subject to the convenience use standards in Section 4-2-2, including the requirement for Use Permit approval.

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

Details of Request:

The proposed use is a single-story automotive repair facility, under the brand name "Express Oil", that is approximately 5,288 square feet in size. The facility will contain three (3) oil-change bays at the east end of the building, as well as six (6) additional bays at the west end of the building for services such as brake pad replacement, tire repair and replacement, and alignments. Only the three oil-change bays are subject to this Use Permit approval, as they are the only bays configured as drive-throughs. The project narrative supplied by the applicant states that their goals for service times are ten (10) minutes or less for oil changes (not counting queuing time) and two (2) hours or less for other services. Should any vehicles need to stay in the facility overnight, they will be stored in the service bays with the doors locked.

Section 4-2-18 of the Zoning Ordinance sets forth operational and design requirements for drive-through restaurants, related to drive-through queuing capacity, traffic and pedestrian circulation, screening, and other considerations. While the proposed use is not a restaurant, staff have determined that the vehicle queuing standards are still applicable, and that each service bay for the oil change facility requires queuing space for at least three (3) vehicles behind the vehicle currently receiving service within that bay, as per Section 4-2-18-A of the Zoning Ordinance. Staff have determined the proposed use is meeting this requirement.

Per the building elevations submitted with the Use Permit application, the proposed materials and colors for the automobile repair facility will coordinate with those of the neighboring self-storage facility and medical buildings and follow the Elliot Crossing Design Guidelines.

Primary access to the site will be via a driveway on San Gabriel Drive East, to be shared with the self-storage facility currently under construction. Additional access will be via two existing driveways on Elliot Road. Cross-access exists for all parcels within the Elliot Crossing center. Twenty-four (24) vehicle parking spaces will be provided on the Express Oil parcel, which conforms to the required parking for the use as described in Article 6-4-2 of the Zoning Ordinance.

A project narrative, aerial photo, conceptual site plan, and conceptual building elevations are attached to this report as Attachments B through E.

Evaluation Criteria:

Evaluation criteria for this project can be found in Section 1-3-2 (Use Permits) and Section 4-2 2 (Convenience Uses) of the Zoning Ordinance. See Attachment F for an analysis of the project's conformity to these criteria.

Public Participation:

Since there are no residential properties within five hundred (500) feet of the Project, an alternative citizen review was conducted, as allowed per Article 1-3-8-E of the Zoning Ordinance. The alternative citizen review consisted of mailing notification postcards on December 13, 2025, to all property owners within five hundred (500) feet of the Project. Ten (10) property owners were mailed a postcard and invited to review the project and provide comments. The property owners notified included owners of nearby commercial properties and the Estrella Community Association. No comments were received in response to this postcard mailing.

Notices for the public hearings before the Planning and Zoning Commission and City Council included a notice mailed to ten (10) surrounding property owners on March 21, 2026; a sign posted on the Property on March 20, 2026; and a legal notice published in the Arizona Business Gazette- Republic Edition on March 27, 2026. As of the writing of this report, staff have received no inquiries about the project.

Staff Findings:

Staff finds that the proposed Use Permit for an oil change facility with drive-through meets the Zoning Ordinance requirements for drive-through uses, will not be materially detrimental to adjacent properties and will be compatible with the surrounding area, subject to the Conditions of Approval set forth in Attachment A. Staff is recommending approval of the Use Permit subject to the Conditions of Approval set forth in Attachment A.

Attachments

Attachment A - Conditions of Approval

Attachment B - Project Narrative

Attachment C - Aerial Photo

Attachment D - Conceptual Site Plan

Attachment E - Conceptual Building Elevations

Attachment F - Evaluation Criteria



EXPRESS OIL USE PERMIT





EXPRESS OIL USE PERMIT

1.06 acres

Elliot Crossing PAD

C-2 uses permitted



EXPRESS OIL USE PERMIT

Auto repair facility with drive-through oil change service

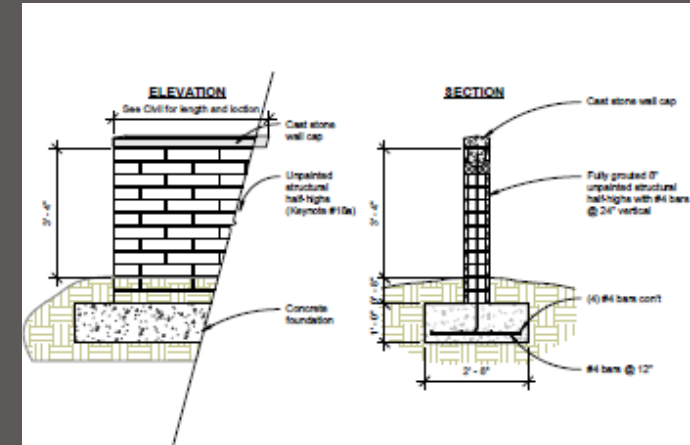
“Convenience use” -
Use Permit required





EXPRESS OIL USE PERMIT

Building Design & Screening





EXPRESS OIL USE PERMIT

Residential separation

Business hours





EXPRESS OIL USE PERMIT

Public Notification & Prior Action

Alternative citizen review- postcards

Public hearing- postcards, sign posting, website posting,
& legal ad

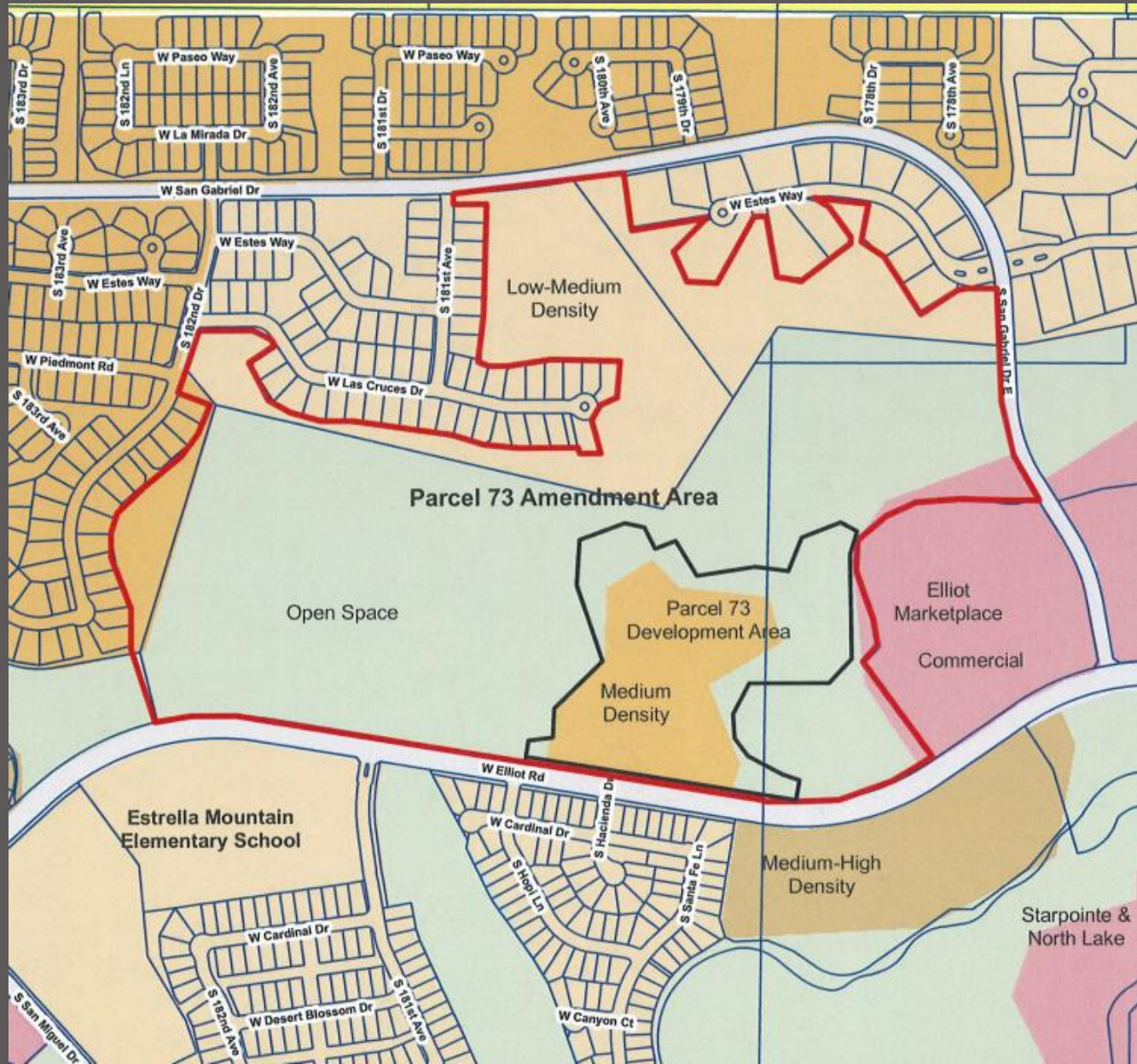
Planning & Zoning Commission- April 15, 2026



EXPRESS OIL USE PERMIT

Recommendation

Approve the Use Permit for a Convenience Use (drive-through oil change facility), subject to staff stipulations



ITEM #: 11.
DATE: 04/27/2026
AI #:2950



CITY COUNCIL ACTION REPORT

SUBJECT: PUBLIC HEARING ON THE FISCAL YEAR (FY) 2027-2030 FOUR-YEAR CONSOLIDATED PLAN, FY2027 ANNUAL ACTION PLAN AND CITIZEN PARTICIPATION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

STAFF PRESENTER(S): Christina Panaitescu, Community Partnerships Program Manager

SUMMARY

The proposed FY2027-2030 Consolidated Plan, including its Citizen Participation Plan and FY2027 Annual Action Plan ("planning documents") describe needs, resources, goals, strategies, and objectives to assist Goodyear's low- and moderate-income (LMI) people, households, and neighborhoods as defined by Housing and Urban Development (HUD).

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Collect public comment on the proposed FY2027-2030 Consolidated Plan, including its Citizen Participation Plan and FY2027 Annual Action Plan. (Christina Panaitescu, Community Partnerships Program Manager)

FISCAL IMPACT

HUD Community Planning and Development (CPD) funded activities must be tied to the goals and objectives of the City's Consolidated Plan. This applies to CDBG and HOME Investment Partnerships Program (HOME) funds the City anticipates receiving between FY2027-2030. Once adopted, the Consolidated Plan will restrict how CDBG and possible HOME grant revenues can be expended. Each year, the city will develop an Annual Action Plan that describes how the annual allocation will be used. The FY2027 Annual Action Plan will only address the investment CDBG funds and does not require a match from the city.

BACKGROUND AND PREVIOUS ACTIONS

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

1. Community Facilities and Infrastructure
2. Community Services and Programs
3. Economic Development
4. Quality Affordable Housing

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

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

In 2020, the direction was given to accept HUD's invitation to become a direct recipient (entitlement community) and initiate the planning process to begin receiving funds in the city's FY2022. On January 25, 2021, Council approved the CDBG Public Participation Plan, which outlined how public feedback would be collected during the development of the CDBG planning documents. On May 10, 2021, Council adopted the FY2022-2026 Consolidated Plan, including its Citizen Participation Plan and FY2022 Annual Action Plan, for the Goodyear CDBG program.

FY2026 marked the final year of the city's first Consolidated Plan.

These planning documents describe needs, resources, goals, strategies, and objectives to assist Goodyear's LMI people, households, and neighborhoods as defined by HUD. The majority of the plan is a HUD-required analysis of the existing conditions impacting LMI residents in the city. Data in the plan are generated by HUD through its Comprehensive Housing Affordability Strategy (CHAS) data system and from the US Census Bureau American Community Survey. This analysis informs the development of the priority categories and activities proposed for CDBG funding.

On February 9, 2026, Council directed that the FY2027-2030 Four-Year Consolidated Plan include high and low priority activities and that FY2027 CDBG funds be utilized for an owner-occupied home rehab program, tenant-landlord education and mediation to prevent eviction filings, and program administration.

All documents remain available for public comment via the city's website through April 30, 2026, a period of 30 days, as outlined in the Citizen Participation Plan.

STAFF ANALYSIS

Citizen Participation Plan

The Citizen Participation Plan describes policies and procedures for public involvement in the Consolidated Plan process. These policies and procedures have been adhered to during the development of these planning documents. (See Attachment A)

FY2027-2030 Four-Year Consolidated Plan

This Consolidated Plan establishes the framework and priority categories for the use of Community Planning & Development (CPD) funds received from the US Department of Housing and Urban Development (HUD) for a four-year period covering program years

(PY) 2026-2029, which is equivalent to city fiscal years FY2027-2030, aligning the city's planning process with that of the Maricopa County HOME Consortium. This document is required by HUD and will be updated every three years beginning in 2030, unless an amendment is needed sooner.

In developing the Consolidated Plan, the city must establish long-term goals related to the use of CDBG and HOME funds and strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. As opportunities that directly benefit LMI households, LMI neighborhoods, and people with special needs may be present throughout the city, staff's recommendation is to remain open to investing CDBG funds in activities throughout the city, rather than restricting use to one specific target area.

Based on the data analysis and input from residents and stakeholders, the following proposed four-year priority areas and strategies are presented for inclusion in the Four-Year Consolidated Plan FY2027-2030 and FY2027 Annual Action Plan (Attachment B):

High-Priority Activities

(likely to be funded with CDBG or HOME resources during the next four years)

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

Low-Priority Activities

(may be funded as opportunities arise)

1. Economic Development

FY2027 Annual Action Plan

The Annual Action Plan must describe specific activities the city will fund with its CDBG allocation in the upcoming program year and must correlate with at least one priority activity area indicated in the Five-Year Consolidated Plan. The FY2027 Annual Action Plan describes the planned uses of an estimated \$415,122 of CDBG funding for the period beginning July 1, 2026, and ending June 30, 2027. Based on stakeholder input and the city's current capacity to administer CDBG funds, 20% of the total allocation will be applied toward program administration, up to 15% of the total allocation will be applied toward legal services for renters facing unlawful eviction, and the balance will be applied to an owner-occupied housing rehabilitation program. Activities in other priority areas identified in the Four-Year Consolidated Plan can be considered in future years.

Drafts of these planning documents have been made available for public comment on the city's website at goodyearaz.gov/cdbg, beginning on April 1 and will remain open to comment through April 30, 2026.

The Council will consider adopting the final Four-Year Consolidated Plan and FY2027 Annual Action Plan at the May 4, 2026, Council meeting, enabling staff to meet the statutory submission deadline from HUD.

Attachment A - Citizen Participation Plan

Attachment B - Planning Documents

Staff Presentation

City of Goodyear 2026-2029 Consolidated Plan Citizen Participation Plan for US Department of Housing and Urban Development Community Planning and Development Programs

Introduction

On February 2, 2026, the Goodyear City Council authorized participation in the Maricopa HOME Consortium (Consortium). Participation in the Consortium will provide access to US Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program (HOME) funds through the Consortium. Goodyear will be eligible to receive HOME funds through the Consortium beginning July 1, 2027. Participation in the Consortium requires the city to adopt and follow the Consortium Citizen Participation Plan.

Maricopa HOME Consortium Citizen Participation Plan

The Consortium is committed to encouraging citizens to participate in the planning, implementation, and assessment of the performance of its federal HUD-funded programs including Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grants (ESG). The Citizen Participation Plan emphasizes the need to provide citizens with adequate information and to afford them the opportunity to give meaningful input.

The goal of the Citizen Participation Plan is to fully integrate citizen input into the participation, planning, and reporting activities required to successfully manage HUD programs. These activities include developing the following:

1. Amendments to the Citizen Participation Plan (CPP);
2. Five-year Consolidated Plan;
3. Annual Action Plans (AAP);
4. Consolidated Annual Performance and Evaluation Reports (CAPER); and
5. Substantial amendments to the Consolidated Plan or Annual Action Plans.

This document implements the consultation and citizen participation planning regulations applicable under Consolidated Plan submittal requirements noted under 24 CFR 91.105. This citizen participation plan applies to Consolidated Plans covering FY 2027 through FY 2030, HUD Program Years 2026-2029, pursuant to:

- 24 CFR 91.200 for Consolidated Plan submission for the city of Goodyear
- 24 CFR 91.400 for Consolidated Plan submission for the Maricopa HOME Consortium

To request access to documents, or for more information concerning the citizen participation process associated with the Consolidated Plan, please contact the city of Goodyear at 623-882-7804.

City of Goodyear 2026-2029 Consolidated Plan Citizen Participation Plan for US Department of Housing and Urban Development Community Planning and Development Programs

Citizen Participation Plan Adoption and Amendments

The Citizen Participation Plan (CPP) is a required component of the Consolidated Plan. The CPP, and any subsequent amendments to the CPP, are adopted by the Maricopa County Board of Supervisors and city of Goodyear council concurrent with the scheduled adoption of each Consortium member's Three-to-Five-Year Consolidated Plan. Amendments to the CPP may occur on an as-needed basis at any time during the Consolidated Plan period.

Consolidated Plan Summary

HUD regulations noted in 24 CFR 91.105 require the preparation of Consolidated Plans for all entitlement communities. The Consolidated Plan is prepared in draft form by April in the year the Plan takes effect and includes needs, priorities and long- and short-term strategies concerning affordable housing, homeless/special needs, and community development in the region, unless a delay in HUD allocation release causes delay in the submission deadline to HUD and subsequently delays the draft preparation. The Consolidated Plan process includes a Three-to-Five-Year Consolidated Plan and Annual Action Plans, and serves as a long- and short- term investment guide for federal Community Development Block Grant (CDBG), Emergency Solutions Grants (ESG), and HOME Investment Partnerships Program (HOME). The Consolidated Plan is also consulted prior to the award of other funding administered by the U.S. Department of Housing and Urban Development (HUD).

The Consolidated Plan prepared for the Consortium is regional in nature and focuses on affordable housing, homeless and special needs priorities and strategies pursuant to 24 CFR 91.400, while those prepared by entitlement community members herein are local in nature and shall address affordable housing, community development, homeless and special population needs priorities and strategies pursuant to 24 CFR 91.200. Consortium members must participate in submission of a Consolidated Plan for the Consortium, prepared in accordance with 24 CFR 91. As described in 24 CFR 91.400, CDBG entitlement communities that are members of a consortium must provide additional information for the consolidated plan.

Encouragement of Citizen Participation

In order to encourage citizens to participate in the development of the Consolidated Plan, any substantial amendment to the Consolidated Plan, and the performance report, the following efforts shall be undertaken by Consortium members. Consortium members shall encourage participation by low- and moderate-income persons, particularly those persons living in areas designated by the jurisdiction as a revitalization area or in a slum and blighted area and in areas

City of Goodyear 2026-2029 Consolidated Plan Citizen Participation Plan for US Department of Housing and Urban Development Community Planning and Development Programs

where CDBG funds are proposed to be used, by residents of predominantly low- and moderate-income neighborhoods, as defined by the jurisdiction. Consortium members must take appropriate actions to encourage the participation of all its citizens, including minorities and non-English speaking persons, as well as persons with disabilities.

Per 24 CFR 91.100, the Consortium members shall consult with housing authorities in their jurisdictions to solicit participation of the residents of public and assisted housing (including any resident advisory boards, resident councils, and resident management corporations) in plan development and review, which is anticipated to be derived from PHA planning activities stipulated under 24 CFR Part 903. As needed and applicable, Consortium members will also consult with the Maricopa Regional Continuum of Care and organizations therein, supportive housing agencies, relevant businesses and industry representatives and low-income residents of targeted revitalization areas in which federal projects are anticipated. Consortium members shall make Consolidated Plan information available to local housing authorities on a continuing basis for any public hearings to be held under the HUD Comprehensive Grant Program or Public Housing Agency Plan established pursuant to 24 CFR Part 903.

Per 24 CFR 91.100, Consortium members shall encourage participation of local and regional institutions and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations), public and private organizations, broadband internet service providers, organizations engaged in narrowing the digital divide, agencies whose primary responsibilities include the management of flood prone areas, public land or water resources, and emergency management agencies in the process of developing and implementing the Consolidated Plan.

Consolidated Plan

Consortium members shall each hold at least one public hearing concerning the Consolidated Plan in addition to surveys, consultation, and other methods to solicit input desired by members as required by 24 CFR 91.105 (e)(ii). The public hearing will be held during the development and preparation of the Consolidated Plan, and before publishing the plan for the 30-day public comment period. The public hearing to be conducted by Maricopa County Consortium members shall include the following items:

- The amount of CDBG, ESG, and HOME resources anticipated to be made available within member jurisdictions on a program year basis, and the eligible range of activities that may be undertaken concerning such federal programs.
- The amount of CDBG, ESG, and HOME resources anticipated to benefit income qualified persons residing within member jurisdictions on a program year basis.

City of Goodyear 2026-2029 Consolidated Plan Citizen Participation Plan for US Department of Housing and Urban Development Community Planning and Development Programs

- Plans by Maricopa County Consortium members to minimize the displacement of persons from the intended uses of CDBG, ESG, and HOME resources anticipated to be invested during any given fiscal year.
- Perspectives on priorities and housing and community development needs in each Maricopa County Consortium member jurisdiction.
- Proposed strategies and actions for affirmatively furthering fair housing.
- Other aspects of the Consolidated Plan as applicable.

Annual Action Plan

Consortium members shall each hold at least one public hearing concerning the development of Annual Action Plan each year as required by 24 CFR 91.105 (e)(ii). The public hearing will be held during the development and preparation of the Annual Action Plan, and before publishing the plan for the 30-day public comment period. Additional citizen outreach efforts may be undertaken and may include surveys, consultation and other methods to solicit input desired by members however these are held at the discretion of Consortium members and not required.

On or before April 1st of any given year, Consortium members will make available their draft Annual Plans and the previous year's Consolidated Annual Performance and Evaluation Report (CAPER) to each housing authority, libraries, surrounding municipal governments (as applicable), and selected other locations for the mandatory 30-day public comment period to end no later than the 1st of May of any given year. If HUD annual funding allocations have not been released by March 15, the timeline for the draft and subsequent submission to HUD may be delayed. Members may also post their draft Plans using other supplemental forms of securing valid public input. The public shall be notified at least 14 days in advance of the public hearing, and before the comment period of this opportunity for review and comment in one or more newspapers with general circulation in each Consortium member's jurisdiction and shall identify the locations where citizens may review copies of draft Annual Action Plan and relevant CAPERs. A member may pursue alternative forms of posting with prior HUD written approval.

The public hearing to be conducted by Consortium members shall include the following items:

- The amount of CDBG, ESG, and HOME resources anticipated to be made available within member jurisdictions on a program year basis, and the projects within the range of eligible activities that may be undertaken concerning such federal programs.
- The amount of CDBG, ESG, and HOME resources anticipated to benefit income qualified persons residing within member jurisdictions on a program year basis.
- Other aspects of the Annual Action Plan as applicable.

City of Goodyear 2026-2029 Consolidated Plan Citizen Participation Plan for US Department of Housing and Urban Development Community Planning and Development Programs

Consolidated Annual Performance and Evaluation Report (CAPER)

In early September of each year, Consortium members shall make available their draft Consolidated Annual Performance and Evaluation Reports (CAPERs) for the previous fiscal year to each housing authority, libraries, surrounding municipal governments (as applicable); and selected other locations for the mandatory 15-day public comment period to end no later than September 28 as per 24 CFR 91.105 (d). Again, members may also post their draft CAPERs using other supplemental forms of securing valid public input. A member may pursue alternative forms of posting with prior HUD written approval.

Document	Required Number of Days for Notice of Comment Period	Required Number of Days for Public Comment
Consolidated Plan	14 days	30 days
Annual Action Plan	14 days	30 days
Citizen Participation Plan	14 days	30 days
Substantial Amendment to the Con Plan/AAP/CPP	14 days	30 days
CAPER	14 days	15 days

Public Hearings

At least two public hearings are required at two different stages of the year. As noted earlier in this plan, one of the public hearings must be held during the development of the Consolidated Plan and Annual Action Plan. Public hearings to be conducted by Maricopa County Consortium members shall be publicly noticed with a minimum of 14-day lead time, before the actual public hearing is conducted and be noticed in one or more newspapers with general circulation in the community. All postings shall include relevant information to permit informed citizen comments. Together, the hearings must address housing and community development needs, development of proposed activities, proposed strategies and actions for affirmatively furthering fair housing, and a review of program performance as per 24 CFR 91.105 (d) & (e).

Consortium members shall explore alternative public involvement techniques to encourage citizen participation, i.e. use of the internet, and making copies of the notices and documents available on City/Town/County websites, distribution of materials in public service lobbies, and QR codes. Consortium members will provide a reasonable number of free copies of the Consolidated Plan as applicable to residents or groups that request it.

All public hearings to be conducted will be held at times and locations convenient to prospective program beneficiaries and be conducted with accommodation for persons with

City of Goodyear 2026-2029 Consolidated Plan Citizen Participation Plan for US Department of Housing and Urban Development Community Planning and Development Programs

disabilities when requested at least three working days in advance. Where appropriate to the local community and were requested in advance, a bilingual staff person or translator may be made available to meet the needs of residents. Specific determinations on the issues noted above shall be made by the staff of each Consortium member on a case-by-case basis.

Comments Received at Public Hearings

Prior to transmitting a Citizen Participation Plan, Consolidated Plan, Annual Action Plan, substantial amendments, or Consolidated Annual Performance and Evaluation Report, members shall compile any comments or views of citizens received in writing or orally at public hearings. A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the related document for final submission to HUD.

Amendments to Consolidated Plan and Annual Action Plan

Criteria

Should any Consortium member decide to make one of the following changes outside of the annual action planning process, an amendment to the Consolidated Plan or Annual Action Plan would be required:

a) To make a substantial change in the allocation priorities or methods of distribution delineated in the plans. "Substantial" in this context is defined as:

- Changes made to funding priorities in the Consolidated Plans over time when not undertaken through annual submission requirements stipulated by HUD; and/or;
- Changes in any method of distribution for HOME or ESG resources that will alter the manner in which funds are allocated to individual projects identified in the Annual Action Plan, including reallocation of funds i.e. returned funds or program income, by at least 30% of any annual Consortium allocation, subject to other program requirements in the CFR as applicable; and/or;
- Project deletions or changes made in allocation priorities or methods of distribution that have the effect of changing the funding level of individual CDBG projects within an eligible project identified in its Annual Action Plan by more than 30% of an entitlement jurisdiction's annual funding level, subject to other program requirements in the CFR as applicable. Any new eligible project funded with CDBG and not already identified in an Annual Action Plan, as well as significant changes in the use of CDBG funds from one eligible project to another, in an amount greater than 30% of the annual CDBG allocation.

City of Goodyear 2026-2029 Consolidated Plan Citizen Participation Plan for US Department of Housing and Urban Development Community Planning and Development Programs

b) To carry out an eligible project, using funds from any program covered by the Consolidated Plans (including program income), not previously described in the Annual Action Plans.

c) To substantially change the purpose, scope, location, or beneficiaries of a project.

Process

Should substantial amendments be made to any aspect of the Consolidated Plan after its formal adoption, Consortium members will undertake the following:

- a) In the instance of Maricopa County, inform units of local government.
- b) Provide reasonable public notice of the proposed amendment(s) in applicable newspaper/s of general circulation to enable review and comment by the public for at least 30 days.
- c) Upon the termination of the 30-day comment period, include any citizen comments received and the response(s) by Consortium members to such comment(s).
- d) Update Plan document available to the public to include amendment (i.e., paper or electronic versions posted on the internet)
- e) Submit substantial amendments to HUD through Information Disbursement and Information System (IDIS).
- f) Notify HUD of any amendments submitted in IDIS.

Emergency or Disaster Procedures

In the event of a local, state, or federally declared disaster or emergency, including the COVID-19 or other health-related Pandemic, public places may be closed to the public, or in-person participation may not be feasible, or large gatherings may be considered a public health risk. In some situations, it may be necessary to expedite the Substantial Amendment to a Consolidated Plan, Action Plan, or Citizen Participation Plan to provide updated procedures or rapid allocation or reallocation of funds in order to respond to a disaster or emergency; expedite the amendment to a Consolidated Plan or Action Plan prior to the submission/approval of the plan to HUD to provide allocation or reallocation of funds to be used to respond to a disaster or emergency; and/or receive public input using alternate methods such as holding public hearings remotely.

In these cases, the following modifications to the citizen participation processes may be made, subject to any applicable or mandated HUD regulations, requirements, approval, or waivers:

- **Public Comment Period** - Provide reasonable public notice of the proposed documents and/or amendment(s) and enable review and comment by the public for at least 5 days.

City of Goodyear 2026-2029 Consolidated Plan Citizen Participation Plan for US Department of Housing and Urban Development Community Planning and Development Programs

Conduct a public hearing on the subject of the proposed amendment during the abbreviated or expedited comment period. Draft documents will be provided to the public through posting on the appropriate Consortium member websites.

- Public Hearing - Public hearings and meetings may be conducted virtually via conference call or live web-streaming with the ability for participants to ask questions and provide comments in real time. Accommodations for persons with disabilities and/or with limited English proficiency will be made available to the greatest extent possible upon request.
- Submission Deadline - In the event that HUD waives or updates the submission deadlines for any HUD-required Consolidated Plan, Action Plan, CAPER, or other any other document or report, Consortium members may opt to follow revised submission deadlines within HUD guidelines.
- In the event that HUD waives any or all components of the public participation process, Consortium members may opt to follow revised citizen participation allowances within HUD guidelines.

Technical Assistance

Consortium members will provide assistance to very low- and low- income persons and groups representative of them that request such assistance in commenting on the Consolidated Plan, or in developing proposals for funding under the CDBG, ESG, and HOME resources as applicable. Each respective Consortium member will determine the level and type of technical assistance on a case-by- case basis.

Access to Records

All Consortium members shall provide citizens, public agencies, and other interested parties with reasonable and timely access to public records relating to the Consolidated Plan as adopted, substantial amendments, the performance report, and their past use of CDBG, ESG, and HOME and related assistance for the previous six years. This information shall be made available to interested parties and persons with disabilities in alternate formats as reasonably requested and shall be so noticed.

Comments and Complaints

Any citizen, organization or group desiring to make a comment or complaint regarding the Consolidated Plan, any activity related to the implementation of the Consolidated Plan, amendments, or performance reports may do so in writing to any Consortium members.

City of Goodyear 2026-2029 Consolidated Plan Citizen Participation Plan for US Department of Housing and Urban Development Community Planning and Development Programs

Comments or complaints may also be made verbally during the execution of such public hearings and submitted in writing during a public comment period. In addition, any citizen, organization or group may also make comments or complaints verbally or in writing to a respective jurisdiction. At all times, citizens have the right to submit complaints directly to the Department of Housing and Urban Development as well. All comments and complaints are recorded in the Citizen Participation Record in the Consolidated Plan, Annual Action Plans, CAPERs, or Assessment of Fair Housing along with the response and any changes, if made, as a result of the comments. Each Consortium member shall respond in writing to comments or complaints in their jurisdiction within 15 working days from receipt.

The Maricopa County Board of Supervisors is the final disposition authority for comments or complaints under the purview of Maricopa County, while the Goodyear City Council is the final disposition authority for comments or complaints applicable to such jurisdictions. To make comments or complaints to Maricopa County, please contact:

Maricopa County Human Services Department Housing and Community Development ATTN:
HCD Division – Citizen Input
234 N. Central Ave, Suite 3000 Phoenix, AZ 85004
Email: HCD@maricopa.gov

Other Citizen Participation Requirements

People and agencies seeking resources from individual Consortium members may need to comply with additional citizen participation requirements imposed on them by such entities. For additional information in this regard, contact the jurisdictions noted under the “HOME Consortium Applicability” section in this document. HUD waivers relevant to the provisions of this document shall override and supersede the applicable contents of this citizen participation plan.

Anti-Displacement Plan

All Consortium members will minimize the displacement of persons assisted through the use of CDBG, ESG and HOME resources. The policies to be followed are separately included in this document, and all Consortium members have agreed to abide by the anti-displacement plan. For efforts other than federally funded acquisition or rehabilitation, Consortium members may utilize adopted local policies concerning displacement assistance.

City of Goodyear 2026-2029 Consolidated Plan Citizen Participation Plan for US Department of Housing and Urban Development Community Planning and Development Programs

Acquisition and Relocation Policies

Preface

This policy is necessary to minimize displacement and ensure compliance with the Uniform Acquisition and Relocation Act when displacement is unavoidable. Acquisition may in some cases be undertaken by the subrecipient, but only with the close coordination of Maricopa County Human Services Department staff and/or consultants.

The Maricopa Human Services Department, in carrying out its responsibility for CDBG and HOME Program administration, and as the designated "State Agency" responsible for acquisition and relocation associated with CDBG and HOME Program assisted projects will use staff and professional consultants as necessary to comply with the requirements of the Uniform Acquisition and Relocation Act of 1970 (PL 91-646), as amended.

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MARICOPA COUNTY HOME CONSORTIA POLICIES ON DISPLACEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) and/or HOME FUNDED ACTIVITIES

This policy follows Guide form Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974, as Amended. The Maricopa Consortium, in accordance with Federal Regulations for Displacement, 24 CFR 570.606(b), hereby issues this statement of policy regarding the displacement of persons by CDBG or HOME Program funded activities.

Any entity receiving CDBG or HOME Program funds will replace all occupied and vacant units that will be demolished or converted to a use other than as low/moderate income housing. (One-for-one replacement)

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. This includes any property obtained through a public undertaking.

Before obligating or expending funds that will directly result in such demolition or conversion, the entity will make public and submit to the HUD Field Office the following information in writing.

- A description of the proposed assisted activity;
- The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for low/moderate income dwelling units as a direct result of the assisted activity;
- A time schedule for the commencement and completion of the demolition or conversion;
- The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
- The source of funding and a time schedule for the provision of replacement dwelling units; and
- The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling unit for at least 10 years from the date of initial occupancy (i.e.: Deed of Trust, Deed Restriction, etc.).

The entity will provide relocation assistance, as described in 570.606(b)(2), to each low/moderate income household displaced by the demolition of housing or by the conversion of a low/moderate income dwelling to another use. Benefits will be provided relocatees and

City of Goodyear 2026-2029 Consolidated Plan Citizen Participation Plan for US Department of Housing and Urban Development Community Planning and Development Programs

displaces according to the calculation of benefits derived pursuant to requirements of regulations promulgated under the Uniform Property Acquisition and Relocation Act of 1970, as amended.

Permanent Displacement

Displacement is defined as follows: Permanent movement of person(s) or other entities from a dwelling unit or business location resulting from CDBG or HOME funded code inspection, rehabilitation, demolition or acquisition.

In order to minimize displacement and mitigate adverse effects, the policy shall consist of the following guiding principles. In the event displacement is caused by current or future CDBG or HOME Program funded projects the project plan will:

- Avoid or minimize permanent displacement whenever possible and only take such action when no other viable alternative exists.
- Consider impact on existing persons and properties in the development of CDBG and HOME Program funded projects.
- Inform citizens of CDBG or HOME Program project area(s) through information made available as part of the annual plan for use of CDBG and HOME Program funds.
- Follow current regulations, HUD notices and policies when preparing informational statements and notices.
- Provide written notification of intent to eligible property owners or tenants who may be displaced and/or relocated due to an approved project activity.
- Assist those displaced in locating affordable, safe, decent and comparable replacement housing.
- Ensure that "just compensation" for CDBG or HOME Program acquired property (as determined by appraised fair market value) is paid with relocation benefits, if applicable.
- Provide for reasonable benefits to any person permanently displaced as a result of the use of CDBG or HOME Program funds to acquire or substantially rehabilitate property.
- Provide information about equal opportunity and fair housing laws in order to ensure that the relocation process does not result in different or separate treatment on account of race, color, national origin, religion, sex, disability, familial status or source of income.
- Contingent upon availability, displaced households may be provided assistance through Section 8, Conventional Public Housing or any other federally funded program for which they might qualify.

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Temporary Displacement

CDBG or HOME Program funded activities may involve temporary displacement. While strict adherence to provisions of the Uniform Relocation Act are not specified, it is the policy of the Consortium that all subrecipients shall take steps to mitigate the impact of CDBG or HOME Program funded code inspections, rehabilitation, demolition or acquisition that results only in temporary movement of person(s) from a dwelling unit. Such temporary displacement primarily involves demolition and reconstruction of a single- family owner- occupied home or lead based paint abatement during rehabilitation of a residential unit. Accordingly, the citizens involved in a temporary movement shall be fully informed of the below matters and appropriate steps shall be taken to ensure that fair and equitable provisions are made to:

- Receive temporary living accommodations while their CDBG or HOME Program funded unit is being rehabilitated or demolished and reconstructed.
- Move and temporarily store household goods and effects during the rehabilitation or demolition and reconstruction project.
- Reimburse all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, including moving costs and any increased rent and utilities.

Assistance To Aliens

An alien who is not lawfully present in the United States is prohibited from receiving assistance under the Uniform Relocation Act, per 49 CFR 24.208, and assisted housing programs.

Circumstances may dictate that determination that an alien is ineligible would result in exceptional and extremely unusual hardship to a spouse, parent, child who is a United States citizen. A final determination on the eligibility of the request will be made by HUD before any assistance is provided.



Public Comment Draft

HUD PY26-29 Consolidated Plan





City of Goodyear Arizona HUD PY2026-2029 Four-Year Consolidated Plan

Public Comment Draft

Executive Summary

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

1. Introduction

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

The Consolidated Plan may cover a period of 3, 4 or 5 years. The city of Goodyear anticipates joining the Maricopa HOME Consortium during the term of this Consolidated Plan. By joining the Maricopa HOME Consortium, the city of Goodyear will also be eligible to receive HOME funds from Maricopa County. To coordinate future Consolidated Plans with the Maricopa HOME Consortium, this Consolidated Plan is for a 4-year period beginning July 1, 2026 and ending June 30, 2030.

The Consolidated Plan establishes overarching priorities for the investment of CDBG funds by the city of Goodyear and is designed to guide HUD-funded housing, homelessness and community development policies and programs for the period beginning July 1, 2026 and ending June 30, 2030. City of Goodyear goals and objectives for the use of HOME funds will be included in the Maricopa HOME Consortium Consolidated Plan and Annual Action Plan.

In developing the Consolidated Plan, the city established four-year goals related to the use of CDBG funds, and strategies to improve the housing and homelessness delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. These goals and strategies are based on data and input from residents and stakeholders. Data in the Consolidated Plan are generated by HUD through its Comprehensive Housing Affordability Strategy (CHAS) data system and from the US Census Bureau American Community Survey.



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2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Based on data and public and stakeholder input, the city identified priority needs and established activity goals in five (5) areas for the four years beginning July 1, 2026:

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

3. Evaluation of past performance

The city of Goodyear began receiving CDBG funds in July of 2021 and has annually invested CDBG funds in community facilities and improvements and program planning and administration. Program planning and administration, and community facilities and improvements activities funded during the first three years of the Goodyear program have been completed. These activities include North Subdivisions streetlight improvements, Palmateer Park improvements, and improvements to the New Life Center child development center facilities. Completed planning activities include all three phases of the Community and Neighborhood Services Master Plan (Phase I: Human Services, Phase II: Neighborhoods, Phase III: Housing).

The city is continuing to work towards completing the CDBG-funded Litchfield Road streetlights improvements and improvements to the Southwest Valley YMCA early learning center facilities.

4. Summary of citizen participation process and consultation process

The city of Goodyear conducted two public hearings to solicit input into Consolidated Plan needs and priorities, two meetings to gather input from stakeholders and residents, and discussed needs and priorities with the Faith and Community Roundtable. Conversations also took place with various city departments that may use CDBG and/or HOME funds to attain their goals.

The first public hearing was held on January 14, 2026 to solicit public and stakeholder input into needs. The purpose of the hearing was to share information about past uses of CDBG funds and solicit input regarding housing and community development needs and priorities over the next four years. A notice announcing the hearing and soliciting comments was published in the Arizona Business Gazette Republic Edition on December 26, 2025, and on the city website. Notification was also emailed to more than 1,500 subscribers of the city's Neighborhood Services news.



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The city of Goodyear consulted with more than forty individuals representing housing, social service and other entities during a Faith and Community Roundtable meeting. City departments were invited to discuss potential activities and contributions, including Broadband and Hazard Mitigation needs, to round out HUD's Consolidated Planning consultation requirements.

The results of the public and stakeholder meetings and consultations were combined with available data to identify priorities and set goals for the use of CDBG and HOME funds.

A second public hearing will be held with city council on April 27, 2026, to receive additional comment on the four-year Consolidated Plan and PY2026 Annual Action Plan. The April meeting and 30-day public comment period were noticed in the Arizona Business Gazette – Republic Edition on Wednesday, March 11, 2026.

Summary of public comments

A broad range of needs and priorities were brought forth in the meetings and consultations. Across all forms of outreach, the following long-term high-priority needs emerged:

1. Community facilities and infrastructure improvements.
2. Housing rehabilitation.
3. Public services, including housing services.
4. Demolition and clearance.
5. Region-serving emergency shelter for individuals experiencing homelessness.

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

A summary of comments or views not accepted will be included in the final document submitted to HUD.

7. Summary

Citizen and stakeholder input, the needs assessment and housing market analysis, and input received at public hearings were collated to identify priorities, goals and objectives for the Consolidated Plan.



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The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

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

The city of Goodyear City Manager's Office is responsible for preparing the Consolidated Plan and for administering Community Development Block Grant (CDBG) funds received from the US Department of Housing and Urban Development. Maricopa County is the lead agency for HOME funds received by the Maricopa HOME Consortium.

Consolidated Plan Public Contact Information

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

Christina Panaitescu, Community Partnerships Program Manager
City of Goodyear
1900 N Civic Square
Goodyear, AZ 85338
623-882-7804
Christina.Panaitescu@goodyearaz.gov



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PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(I) and 91.315(I)

1. Introduction

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

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

The Goodyear Faith & Community Roundtable began in 2009 as a forum for cooperation, trust and respect within the community to nurture goodwill and offer services. It was originally called the Goodyear Faith Community Roundtable and was renamed in 2017 in order to recognize and embrace the participation of laypersons representing both the faith sector and nonprofit partners. The Roundtable meets monthly at least ten times each year for the purpose of collaborating resources to make a difference for those in need in the southwest valley.

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

The city of Goodyear takes part in the regional Point in Time count. On November 17, 2025, Goodyear Vice Mayor Wally Campbell's application to fill the West Valley Elected Official seat on the Continuum of Care board was approved.

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

The city of Goodyear is not an ESG grantee.

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

The city of Goodyear consulted with more than forty individuals representing housing, social service and other entities during a Faith and Community Roundtable meeting. City departments were invited to discuss potential activities and contributions, including Broadband and Hazard Mitigation needs, to round out HUD's Consolidated Planning consultation requirements.



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

The city of Goodyear offered an opportunity for consultation and consulted with all HUD-required agency types to identify priorities and needs. Not all agency types responded to requests for participation in the planning process.

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

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Goodyear Community and Neighborhood Services Master Plan	City of Goodyear	Describes public services needs and priorities, resident engagement opportunities, and housing needs.
Point-in time count and housing (beds) inventory count	Maricopa Regional Continuum of Care	Shared goals for assisting individuals and families experiencing or at risk of homelessness.
City of Goodyear General Plan 2035	City of Goodyear	Goals to provide housing, services and economic opportunity for Goodyear's residents.
City of Goodyear FY26-29 Strategic Plan	City of Goodyear	Establishes the city's vision, mission, guiding principles, and identifies five priority focus areas with associated action items for the next three years.

Table 1 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I))

The city works with various departments and neighboring jurisdictions to coordinate resource delivery to eligible households and neighborhoods. The city also works with Maricopa County to plan for HOME funds and with the Maricopa Association of Governments Continuum of Care to advocate for resources and services for vulnerable individuals and families at risk of or experiencing homelessness.



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PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c)

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

The city of Goodyear conducted two public hearings to solicit input into Consolidated Plan needs, priorities and planned activities, and discussed needs and priorities with the Faith and Community Roundtable.

The first public hearing was held on January 14, 2026, to solicit public and stakeholder input into needs. The purpose of the hearing was to share information about past uses of CDBG funds and solicit input regarding housing and community development needs and priorities over the next four years. A notice announcing the hearing and soliciting comments was published in the Arizona Business Gazette Republic Edition on December 26, 2025, on the city website and emailed to neighborhood services news subscribers.

The city of Goodyear consulted with more than forty individuals representing housing, social service and other entities during a Faith and Community Roundtable meeting. In addition, consultations were conducted with city department stakeholders to round out HUD's Consolidated Planning consultation requirements.

The results of the public and stakeholder meetings and consultations were combined with available data to identify priorities and set goals for the use of CDBG and HOME funds.



Needs Assessment

NA-05 Overview

Needs Assessment Overview

Goodyear is located 20 miles west of Phoenix in the Maricopa County area known as the Southwest Valley. Many natural features dot the Goodyear landscape. The Gila River runs through Goodyear along with other significant washes. The Sierra Estrella Mountains are located just south of the Gila River in Goodyear, and the southern part of the city borders the Sonoran Desert National Monument. Goodyear is a fast-growing community with a rich past and a promising future. Goodyear residents enjoy a high quality of life with distinctive neighborhoods, tremendous community spirit, scenic views, and unique natural resources.

The city was originally founded as an agricultural community in 1917 by Paul Litchfield of the Goodyear Tire and Rubber Company. The Egyptian cotton grown in Goodyear was used in the manufacturing of Goodyear tires. Goodyear later became a location of military operations when blimps were manufactured in Goodyear during World War II. Goodyear was incorporated as a town in 1946 and became a charter city in 1985.

The city of Goodyear encompasses 191 square miles and had an estimated population of 95,294 people in 27,016 households in 2020, a 46% increase from 2010. The Maricopa Association of Governments estimates the Goodyear population will increase to 240,000 by 2055. Based on the 2024 average household size of 2.65 people, there will be 90,566 households in Goodyear by 2055.

Population and household growth projections indicate a need for approximately 2,000 additional housing units annually between 2025 and 2055. Many of these units will need to address the housing needs of Goodyear's growing workforce.



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NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

The following tables introduce demographic and housing needs information generated by HUD. HUD provides data regarding housing problems by tenure (renter or owner) for the following family types:

- Small related – 2 to 4 related family members in one household;
- Large related – 5 or more related family members in one household;
- Elderly – at least one family member in a household is age 62 or older;
- Other – nonfamily households, including single-person households and groups of unrelated people living together.

HUD uses the following definitions to define housing problems. Data is not available regarding the number of overcrowded households with children:

- Substandard housing - lacking complete plumbing or kitchen facilities;
- Severely overcrowded - 1.51 or more people per room;
- Overcrowded - 1.01 to 1.5 people per room;
- Severe housing cost burden – paying more than 50% of gross household income for housing costs.
- Housing cost burden – paying more than 30% of gross household income for housing costs; and
- Zero/negative income – having no income and none of the above housing problems.

Demographics	Base Year: 2020	Most Recent Year: 2023	% Change
Population	83,519	102,891	23.2%
Households	27,106	35,839	32.2%
Median Income	\$85,217	\$101,814	19.5%

Table 2 - Housing Needs Assessment Demographics

Data Source: 2016-2020 ACS (Base Year), 2019-2023 ACS (Most Recent Year)

HUD estimated there were 8,845 low-moderate income (LMI) households in Goodyear in 2022, including 5,370 owner households and 3,475 renter households. Of the HUD-estimated 33,220 households in Goodyear in 2022, 27% were considered LMI. Renters (47%) were 2.3 times more likely than owners (21%) to be LMI.



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Number of Households Table

The following table describes households by family type and HUD Area Median Family Income (HAMFI). According to HUD Comprehensive Housing Affordability Strategy (CHAS) data, households with one or more children age 6 or younger are most likely to be LMI (39%), followed by households with at least one person age 75 or over (35%), and families with five or more people (33%).

	0-30% HAMFI	>30- 50% HAMFI	>50- 80% HAMFI	>80- 100% HAMFI	>100% HAMFI
Total Households	950	1,480	2,940	2,620	17,845
Small Family Households	795	1,305	2,295	2,270	14,865
Large Family Households	180	355	875	525	2,355
Household contains at least one person 62-74 years of age	420	735	1,145	1,445	5,535
Household contains at least one person age 75 or older	250	445	890	885	2,035
Households with one or more children 6 years old or younger	220	670	1,150	683	2,499

Table 3 - Total Households Table

Data Source: 2018-2022 CHAS



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Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total	0-30% AMI	>30- 50% AMI	>50- 80% AMI	>80- 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard - Lacking complete plumbing or kitchen	25	4	20	20	69	0	25	10	0	35
Severely Overcrowded - >1.51 people per room	0	15	0	0	15	0	0	0	0	0
Overcrowded - 1.01-1.5 people per room	40	30	80	0	150	0	0	10	0	10
Housing cost burden greater than 50% of income	285	365	100	4	754	595	565	525	95	1,780
Housing cost burden greater than 30% of income	0	290	615	195	1,100	94	280	770	660	1,804
Zero/negative Income (and no housing problems)	89	0	0	0	89	160	0	0	0	160

Table 4 – Housing Problems Table

Data 2016-2020 CHAS
Source:



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2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	480	920	1,320	550	3,265	695	955	1,720	895	4,265
Having none of four housing problems	185	220	360	525	1,285	255	520	1,220	1,725	3,725
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 5 – Housing Problems 2

Data 2018-2022 CHAS
Source:

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	160	320	480	5	105	310	420
Large Related	0	105	215	320	40	45	325	410
Elderly	0	35	170	205	50	170	345	565
Other	0	90	390	480	0	5	10	15
Total need by income	0	390	1,095	1,485	95	325	990	1,410

Table 6 – Cost Burden > 30%

Data 2018-2022 CHAS
Source:



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4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	190	300	5	495	215	85	305	605
Large Related	20	50	0	70	45	95	60	200
Elderly	130	125	40	295	290	185	300	775
Other	135	55	120	310	45	245	50	340
Total need by income	475	530	165	1,170	595	610	715	1,920

Table 7 – Cost Burden > 50%

Data 2018-2022 CHAS
Source:

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	35	45	80	0	160	0	0	10	0	10
Multiple, unrelated family households	4	0	0	0	4	0	0	0	0	0
Other, non-family households	0	0	0	0	0	0	0	0	0	0
Total need by income	39	45	80	0	164	0	0	10	0	10

Table 8 – Crowding Information – 1/2

Data 2016-2020 CHAS
Source:



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Describe the number and type of single person households in need of housing assistance.

There were an estimated 11,748 single-person households in Goodyear in 2023, including 5,593 elderly and 6,155 non-elderly. Two-thirds (67%) of elderly single-person households own their home, as do 41% of non-elderly single-person households. Overlaying HUD CHAS data with US Census data reveals an estimated 350 LMI elderly owners and 340 LMI elderly renters experience housing cost burden and would benefit from housing assistance. Among non-elderly single-person households, an estimated 445 LMI owners and 926 LMI renters experience housing cost burden and would benefit from housing assistance.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

People with Disabilities. There are an estimated 5,830 Goodyear owner households that include a person with a disability. Of owner households that include a person with a disability, an estimated 2,362 (41%) experience housing problems, including 1,245 low-moderate income owners, and 1,116 middle-higher income owners. Renter households that include a person with a disability are 2.4 times more likely than owner households to experience housing problems. There are an estimated 1,700 renter households that include a person with a disability. Of renter households that include a person with a disability, an estimated 1,675 (99%) experience housing problems, including 1,212 low-moderate income renters and 463 middle-higher income renters.

Domestic violence, dating violence, sexual assault and stalking. Based on the most recent point-in-time count by the Maricopa Association of Governments Continuum of Care, countywide there were 414 individuals housed in emergency shelter and 260 in transitional shelter serving victims of domestic violence. An additional 131 victims of domestic violence were unsheltered. There is no data regarding the number of people in need of housing assistance who are victims of dating violence, sexual assault and stalking. All victims of domestic violence are in need of shelter and housing assistance to attain housing stability and economic self-sufficiency.

What are the most common housing problems?

The most common housing problems are:

1. Severe housing cost burden (paying 50% or of income for housing); and
2. Housing cost burden (paying more than 30% but less than 50% of income for housing).



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Are any populations/household types more affected than others by these problems?

Severe housing cost burden is more likely to disproportionately impact large families (44%) with income less than 30% AMI. In addition, 28% of elderly households with income less than 80% AMI experience severe housing cost burden.

Housing cost burden disproportionately impacts large families, with 69% of households with income less than 30% AMI and 77% of households with income less than 50% AMI experiencing cost burden. In addition, 46% of small families with income less than 30% AMI and 46% of elderly households with income less than 30% AMI experience housing cost burden.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

Extremely low-income households (income < 30% AMI) that spend over 50% of their income on rent, including utilities, are especially vulnerable to sudden financial or personal crises that can result in homelessness. Among extremely low-income households, single-parent households are at the greatest risk. Along with formerly homeless families and individuals nearing the termination of rapid rehousing assistance, households at risk of homelessness need assistance finding housing coupled with supportive services, such as financial education, job training, and affordable childcare.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

The jurisdiction does not provide estimates of the at-risk populations.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Rent increases that have outpaced income increases are the primary characteristic linked with instability and increased risk of homelessness. Lack of financial resources, doubling up with other families to afford housing, life events such as divorce or the death of a family member, medical expenses, or unexpected emergency expenses often lead to housing instability among households with lower or fixed incomes. Domestic violence, abandonment by a partner, mental illness, and substance abuse also contribute to the local risk of homelessness.



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NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD considers a need to be disproportionately greater if the percentage of individuals in a specific income category exceeds the overall category by at least 10 percentage points. In this section, the tables show the prevalence of standard Housing Problems. A Housing Problem is defined as one or more of four things:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than one occupant per room, and
4. Cost burden greater than 30%.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,035	349	0
White	695	214	0
Black / African American	30	0	0
Asian	10	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	265	95	0

Table 9 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2016-2020 CHAS



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30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,570	514	0
White	770	305	0
Black / African American	65	70	0
Asian	30	24	0
American Indian, Alaska Native	79	0	0
Pacific Islander	0	0	0
Hispanic	350	58	0

Table 10 - Disproportionally Greater Need 30 - 50% AMI

Data 2016-2020 CHAS
Source:

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,135	1,670	0
White	1,060	1,120	0
Black / African American	299	80	0
Asian	8	30	0
American Indian, Alaska Native	15	0	0
Pacific Islander	0	0	0
Hispanic	734	410	0

Table 11 - Disproportionally Greater Need 50 - 80% AMI

Data 2016-2020 CHAS
Source:



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80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	985	1,865	0
White	730	1,100	0
Black / African American	145	84	0
Asian	4	115	0
American Indian, Alaska Native	4	0	0
Pacific Islander	0	55	0
Hispanic	100	499	0

Table 12 - Disproportionally Greater Need 80 - 100% AMI

Data 2016-2020 CHAS
Source:

Discussion

CHAS housing problems data by race and ethnicity show that housing problems are disproportionately high among:

1. Black/African American (30 households), and Asian (10) households with income < 30% AMI;
2. Native American households (79 households), and Hispanic (350) households with income 30-50% AMI;
3. Black/African American (299 households), and Native American (15) households with income 50-80% AMI; and
4. Black/African American (145 households), and Native American (4) households with income 80-100% AMI.



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NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD considers a severe need to be disproportionately greater if the percentage of individuals in a specific income category exceeds the overall category by at least 10 percentage points. In this section, the tables show the prevalence of standard Housing Problems. A Housing Problem is defined as one or more of four things:

1. Lacks complete kitchen facilities,
2. Lacks complete plumbing facilities,
3. More than 1.5 occupants per room, and
4. Cost burden greater than 50%.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	945	444	0
White	655	254	0
Black / African American	30	0	0
Asian	10	0	0
American Indian, Alaska Native	0	0	0
Pacific Islander	0	0	0
Hispanic	205	150	0

Table 13 – Severe Housing Problems 0 - 30% AMI

Data 2016-2020 CHAS
Source:



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30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,010	1,084	0
White	405	670	0
Black / African American	65	70	0
Asian	15	39	0
American Indian, Alaska Native	15	64	0
Pacific Islander	0	0	0
Hispanic	225	184	0

Table 14 – Severe Housing Problems 30 - 50% AMI

Data 2016-2020 CHAS
Source:

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	750	3,055	0
White	390	1,790	0
Black / African American	195	184	0
Asian	4	34	0
American Indian, Alaska Native	0	15	0
Pacific Islander	0	0	0
Hispanic	144	995	0

Table 15 – Severe Housing Problems 50 - 80% AMI

Data 2016-2020 CHAS
Source:



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80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	119	2,720	0
White	84	1,735	0
Black / African American	4	219	0
Asian	0	115	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	55	0
Hispanic	30	569	0

Table 16 – Severe Housing Problems 80 - 100% AMI

Data 2016-2020 CHAS
Source:

Discussion

CHAS housing problems data by race and ethnicity show that housing problems are disproportionately high among Black/African American (30 households) with income < 30% AMI, and 50-80% AMI (195 households).



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NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction:

HUD considers cost burden to be disproportionately greater if the percentage of individuals in a specific income category exceeds the overall category by at least 10 percentage points.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	20,190	3,884	2,705	240
White	13,635	2,370	1,510	209
Black / African American	1,054	315	300	0
Asian	795	40	29	0
American Indian, Alaska Native	70	93	0	0
Pacific Islander	85	0	0	0
Hispanic	3,795	1,065	520	40

Table 17 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

Discussion:

CHAS housing cost burden data indicates 34.4% of Goodyear households experience housing cost burden. Housing cost burden data by race and ethnicity show that housing cost burden is disproportionately high among:

1. Black/African American households – 36.8%; and
2. Native American households – 57.1%.



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NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

CHAS housing problems data by race and ethnicity show the racial or ethnic groups with disproportionately greater need than the income category as a whole are:

1. Black/African American and Asian households with income < 30% AMI;
2. Native American and Hispanic households with income 30-50% AMI;
3. Black/African American and Native American households with income 50-80% AMI; and
4. Black/African American and Native American households with income 80-100% AMI.

If they have needs not identified above, what are those needs?

The housing needs of racial and ethnic minorities are identified above.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

There are 13 Census Block Groups with a disproportionate number of Hispanic persons than in Goodyear as a whole. There are no specific areas or neighborhoods with disproportionate numbers of racial groups relative to Goodyear as a whole.

NA-35 Public Housing – 91.205(b)

Introduction

The city of Goodyear does not own or operate public housing or Section 8 Housing Choice Voucher programs. The city is served by the Housing Authority of Maricopa County, which owns no public housing in Goodyear.



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NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The Maricopa Regional Continuum of Care (CoC) works throughout Maricopa County, including the city of Goodyear, to coordinate homeless planning across municipalities and agencies. The city may use CDBG resources to support or expand facilities and services for people experiencing homelessness in cooperation with other west valley communities and the CoC.

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

The Phoenix Rescue Mission works with the Goodyear Police Department Homeless Outreach Team to continuously engage people experiencing chronic homelessness in Goodyear to build trust and rapport. Angels on Patrol also provides supports to Goodyear's Police Officers to connect people in crisis with solutions and services. Many individuals they engage are struggling with addiction and mental health issues and are in need of support to acquire stable housing and social security benefits as they are unable to maintain steady employment.

The Interfaith Homeless Emergency Lodging Program (I-HELP) is a network of southwest valley faith organizations that provide overnight emergency shelter and case management to assist people experiencing homelessness move from crisis to stability.

The Maricopa Regional Continuum of Care, coordinates the region's response to homelessness, including conducting the annual Point-In-Time (PIT) Count. The PIT Count is conducted annually in late January to get a snapshot of sheltered and unsheltered homelessness in the county. The data in this section comes from the 2024 PIT Count, conducted by the CoC, and estimates from the local Homeless Management Information System (HMIS). The data provided in this section are for the entirety of Maricopa County.



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If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

Chronically homeless individuals and families experience long-term or repeated homelessness, often linked to mental health challenges, substance use disorders, or physical disabilities, requiring intensive support services and permanent housing solutions to regain stability. In the MAG CoC region, there are 1,318 chronically homeless individuals in shelters and 645 unsheltered, highlighting the urgent need for housing interventions. Each year, 4,660 individuals and 661 families experience homelessness, while only 981 individuals and 423 families successfully exit homelessness.

Economic hardship, domestic violence, and housing that is not affordable are the most common contributors to homelessness among families with children. Homelessness among families with children disrupts access to education and health care and can have long-term effects on overall well-being. In the MAG CoC region, 1,867 individuals in families with children are sheltered, while 222 are unsheltered. Each year, 5,300 individuals within families with children become homeless, while 3,342 exit homelessness.

Veterans experiencing homelessness may face greater risk of chronic homelessness due to service-related physical disabilities or mental health conditions. Veterans may require specialized healthcare and housing assistance. In the MAG CoC region, 346 veterans are sheltered, and 93 are unsheltered. Annually, 1,417 veterans experience homelessness, and 795 exit homelessness.

Unaccompanied youth (under age 24) most often experience homelessness due to family rejection, aging out of foster care, or abusive environments. Youth are particularly vulnerable to exploitation, mental health issues, and face barriers to education and employment. In the MAG CoC region, 21 unaccompanied youth are in shelters, and 17 are unsheltered. Each year, 64 unaccompanied youth become homeless, while 14 exit homelessness.

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Using data from the Homelessness Management Information System (HMIS), 5,460 persons in households with adults and children experience homelessness in Maricopa County each year with approximately 3,342 exiting homelessness each year. This leaves a gap of about 2,118 persons in families that are unable to exit homelessness each year and in need of housing services or assistance. Additionally, HMIS estimates 1,467 veterans and their family members experience homelessness each year with approximately 795 exiting homelessness each year. This leaves a gap of about 672 veterans that are unable to exit homelessness each year and in need of housing services.



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Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Individuals surveyed during the 2024 Point-in-Time Count who provided an answer to the race and ethnicity with which they identified included: 61% White, 29% Black or African American, 6% Native American, 3% multi-racial, and 1% all other races. Ethnically, 27% identified as Hispanic, while 73% identified as non-Hispanic.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Of all persons that were surveyed in the 2024 Point-in-Time Count, 57% were sheltered and 43% were unsheltered. Twenty-two percent of the persons counted were experiencing chronic homelessness. Approximately 14% of persons surveyed reported having a serious mental illness and 14% reported having a substance use disorder. Just 7% of persons surveyed reported that they were fleeing/survivors of domestic violence.

Discussion:

The increasing population has created an imbalance between housing demand and housing supply. This imbalance has resulted in significant rent and price increases and a corresponding increase in homelessness.

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

For purposes of the Consolidated Plan, the city of Goodyear defines special populations as:

1. People who are Elderly or Frail Elderly
2. People with Severe Mental Illness
3. People with Mental, Physical and/or Developmental Disabilities
4. People with Alcohol/Other Drug Addictions
5. Persons with HIV/AIDS & their families
6. Domestic Violence Survivors

The CDBG program expressly permits CDBG funding without income qualification for specific categories of people with special needs – referred to as “presumed benefit” populations. These populations include abused children, elderly persons, victims of domestic violence, severely disabled adults, illiterate adults, persons living with AIDS, and migrant farm workers.



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Describe the characteristics of special needs populations in your community:

Elderly and Frail Elderly. According to the 2023 American Community Survey, there are an estimated 10,407 Goodyear households that are headed by a person 65 or older, including 4,030 age 75 and older. Nine of ten elderly and frail elderly households are homeowners. Of elderly Goodyear residents (age 65 and over), 3.8% or 403 have income below the poverty level. Among residents age 75 and older, 5.2% or 363 have income below the poverty level. The poverty level is highest among single females age 75 and older at 7.7%.

People with Severe Mental Illness. According to the Arizona Health Care Cost Containment System (AHCCCS) Behavioral Health Services Annual Report for Fiscal Year 2024, 59,428 Arizona residents received services as a serious mentally ill AHCCCS enrollee. Specific data is not available for Goodyear. AHCCCS indicates about 1/3 of SMI individuals enrolled in the public health care system also have substance abuse issues. The majority of enrolled SMI individuals receive case management, rehabilitation, and medical and pharmacy services. About 1/3 of enrolled SMI individuals receive supported employment and living skills training.

People with Physical and Developmental Disabilities. According to the 2023 ACS, there are 7,530 Goodyear households that include a person with one or more disabilities. Of these households, 5,830 (77%) are owner households and 1,700 are renter households. Of owner households that include a person with a disability, an estimated 2,362 (41%) experience housing problems, including 1,245 low-moderate income owners, and 1,116 middle-higher income owners. Of renter households that include a person with a disability, an estimated 1,675 (99%) experience housing problems, including 1,212 low-moderate income renters and 463 middle-higher income renters.

People with Alcohol/Other Drug Addictions. In June 2024, the Maricopa County Public Health Department published a Coordinated Community Health Needs Assessment (CCHNA), which includes data on drug and alcohol-related hospitalizations and deaths. Specific data for Goodyear is not available. Approximately one in five adults aged 18 or older reported using illegal or illicit substances. For Maricopa County residents under 18, marijuana use was reported at lower rates than the state average, but the use of inhalants and unauthorized pain medications was notably higher. Among this age group, drug overdoses ranked as the fifth leading cause of death. Maricopa County is grappling with a growing opioid crisis. Both accidental drug poisonings and opioid overdoses, along with overall drug-related deaths, rose between 2017 and 2021. Maricopa County's alcohol-related death rate during 2017–2021 was 30 per 100,000, exceeding both state and national averages.

Domestic Violence, Sexual Assault and Stalking Survivors. In 2025, the Goodyear Police Department took 1,587 calls for domestic violence, 245 calls for sexual assault, and 75 calls for stalking. Victim Advocates provided services to reduce the trauma of interpersonal violence to 1,036 Goodyear residents.



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What are the housing and supportive service needs of these populations and how are these needs determined?

Elderly and Frail Elderly. Elderly homeowners are most in need of assistance to maintain their homes and installation of accessibility improvements to retain homeownership if desired. Elderly renters are in need of more affordable rental housing in close proximity to transportation and services. Housing connected to community services, including health care and transportation, and that promotes a healthy and active lifestyle is important to seniors maintaining the ability to live independently.

People with Severe Mental Illness. Individuals with serious mental illness are particularly vulnerable to homelessness and in need of permanent supportive housing to attain housing and mental health stability.

People with Physical and Developmental Disabilities. People with physical and developmental disabilities have highly-variable housing and supportive service needs. Support with home maintenance and repairs for owners and supportive housing for renters are critical to meeting the housing and social needs of people with disabilities. Transportation services and employment opportunities for people with disabilities would be particularly beneficial to providing needed economic and social supports.

People with Alcohol/Other Drug Addictions. Individuals struggling with substance abuse require strong support systems to sustain sobriety and overall health. Their housing needs include safe environments that encourage sobriety in close proximity to family friends and support networks. Their supportive services needs include access to employment assistance, and mental health and health care facilities.

Domestic Violence, Sexual Assault and Stalking Survivors. The most immediate needs of domestic violence, sexual assault and stalking survivors are a safe place to live, meals, basic toiletries, legal advocacy, case management, financial coaching, employment assistance, and life skills development. While many are capable of moving to permanent housing without supports, others are in need of transitional housing with supportive services or with mortgage or rent assistance to maintain their housing after family breakup. There is also a need for free or low-cost specialty counseling services to address trauma.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to the Maricopa County HOME Consortium, in 2021 the county's HIV prevalence rate stood at 296.4 per 100,000 residents. Between 2016 and 2021, Maricopa County consistently reported a higher HIV prevalence rate than the state average, though it remained below the national rate. Arizona's HIV-related mortality rates were also lower than the national average during this period. For AIDS, Arizona's prevalence rate was 132.3 per 100,000, with both prevalence and mortality rates staying below national levels. Despite a steady increase in HIV cases in Maricopa County, Arizona and the county continued to maintain comparatively lower AIDS prevalence and mortality rates, as reported by the CDC and ADHS.



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The Greater Phoenix Ryan White HIV Services Planning Council provides vital programs and services for individuals affected by HIV/AIDS in Maricopa County. In 2023, a community survey of 359 HIV-positive individuals identified key priorities, including Black/African American men, Women of Color, and Young Adults (ages 18-34), with 37 surveys completed in Spanish. The top needs included the AIDS Drug Assistance Program (ADAP), access to medical care, and health insurance premium assistance. In support services, assistance with food, housing, and utility costs ranked as the most urgent needs.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

According to the Maricopa HOME Consortium, TBRA assistance may be provided through the HOME Consortium member cities. Each member has an income eligibility criteria; however, in general there are no preferences for households with a specific category of disability.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

A broad range of public facilities are eligible for CDBG funding including those that serve LMI neighborhoods such as parks or recreational facilities and neighborhood centers, or a specific population such as seniors, persons with disabilities, people experiencing homelessness, youth, or abused and neglected children.

In addition to other public facilities that are or may become eligible for CDBG funding, the city of Goodyear Capital Improvement Plan identified potential park improvements in LMI neighborhoods.

How were these needs determined?

Needs were determined by reviewing the Capital Improvement Program (CIP), and needs and priorities identified by participants in the citizen participation and stakeholder consultation process.

The Capital Improvement Plan (CIP) is designed to ensure that improvements will be made when and where they are needed and that the city will have the funds to pay for and maintain them. The CIP outlines project costs, funding sources and estimated future operating costs associated with each project. Nine city department projects are included in the CIP – development services, economic development, engineering, facilities, fire department, parks and recreation, police department, public works, and water services.

The CIP is updated annually to ensure that it addresses new and changing priorities within the city. The CIP is a *plan*. As such, projects are subject to change based on new or shifting service needs, special financing opportunities, emergency needs, or other directives established by the Mayor and Council.



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Residents and stakeholders participating in needs and priorities discussions, identified the following public facility needs:

1. Public facilities / community centers in LMI neighborhoods.
2. Youth and senior facilities.
3. Regional low-barrier shelter for individuals experiencing homelessness.

Describe the jurisdiction's need for Public Improvements:

Public improvements eligible for CDBG funding are those that benefit LMI neighborhoods such as improvements to solid waste disposal, flood drainage, water and sewer, streets, sidewalks, street lighting, and other public improvements for special populations such as the removal of architectural barriers.

In addition to other public improvements that are or may become eligible for CDBG funding, the city of Goodyear Capital Improvement Plan identified street and sidewalk improvements in LMI neighborhoods as potential CDBG-funded public improvements activities.

How were these needs determined?

Public improvement needs were determined in the same manner as public facility needs - by reviewing the city Capital Improvement Plan and needs and priorities identified by participants in the citizen participation and stakeholder consultation process.

The Capital Improvement Plan (CIP) is designed to ensure that improvements will be made when and where they are needed and that the city will have the funds to pay for and maintain them. The CIP outlines project costs, funding sources and estimated future operating costs associated with each project. Nine city department projects are included in the CIP – development services, economic development, engineering, facilities, fire department, parks and recreation, police department, public works, and water services.

The CIP is updated annually to ensure that it addresses new and changing priorities within the city. The CIP is a *plan*. As such, projects are subject to change based on new or shifting service needs, special financing opportunities, emergency needs, or other directives established by the Mayor and Council.

Residents and stakeholders participating in needs and priorities discussions, identified the following public improvements needs:

1. Street and sidewalk improvements.
2. Drainage improvements.
3. Water infrastructure.



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Describe the jurisdiction's need for Public Services:

Public services eligible for CDBG funding are those that serve LMI neighborhoods and residents, such as services for seniors, persons with disabilities, people experiencing homelessness, youth, abused and neglected children, and domestic violence survivors. Other CDBG-eligible services include employment training, crime awareness/prevention, fair housing, tenant/landlord counseling, health and mental health services, eviction or foreclosure prevention, and other services that promote housing and economic opportunity or stability.

Phase I of the city's Community and Neighborhood Services Master Plan focused on human and public services, and identified the following priority service needs:

1. Basic needs, including food, clothing, shelter, and personal safety.
2. Mental health services that align with individual and family needs.
3. Sustainable income through increased opportunities for economic self-sufficiency and prosperity.
4. Transportation, focused on access to flexible and affordable transportation options for vulnerable residents and workforce members.

How were these needs determined?

Phase I of the city's Community and Neighborhood Services Master Plan was developed with multiple opportunities for resident and stakeholder input, information from other city plans, and available data. To gather input regarding the city's most vulnerable residents and their human service needs, outreach was conducted from July through September 2021. Outreach included five focus groups attended by twenty-seven (27) individuals, nineteen (19) stakeholder and key informant interviews, a school district representatives roundtable, a discussion with the Goodyear Youth Commission, and two Goodyear Faith and Community Roundtable discussions. Focus groups were organized for seniors, people experiencing homelessness, and beneficiaries of programs currently providing services in Goodyear. Outreach was coordinated through service providers and organizations representing Goodyear residents, as well as social media. Phase I also incorporated information from existing planning efforts, including the city of Goodyear Strategic Plan, the 2019 Community Assessment of resident health and well-being, the city of Goodyear Economic Development Action Plan, and regional transit studies.



Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

The housing market consists of homeowners and renters and the units they occupy. In addition to tenure and occupancy, the three primary elements of the housing market that impact supply and demand are:

1. Variety - the types of housing that are available.
2. Quality - most often defined by age, unit value and whether the unit has complete plumbing or kitchen facilities.
3. Affordability - defined by the percentage of household income that must be spent for housing costs and whether that percentage consumes more than 30% of gross household income.

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

A variety of housing types are necessary to meet the diverse housing needs and desires of both owners and renters. Housing variety is driven by many factors - primarily demand for certain types of housing and amenities. Other factors that influence housing variety include public policy such as zoning and building requirements, the availability and cost of infrastructure, and the cost of development (land, construction, fees).

In 2023, 85% of Goodyear housing units were single-family detached structures, compared to 90.1% in 2018. Of Goodyear housing units, 76% consisted of three or more bedrooms. Units with three or more bedrooms were 1.7 times more likely to be owner occupied, while units with two or fewer bedrooms were 3.1 times more likely to be renter occupied.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	33,585	85%
1-unit, attached structure	962	2%
2-4 units	900	2%
5-19 units	1,288	3%
20 or more units	2,347	6%
Mobile Home, boat, RV, van, etc	359	1%
Total	39,441	100%

Table 18 – Residential Properties by Unit Number

Data Source: 2019-2023 ACS



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Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	52	0.2%	1,011	13%
1 bedroom	127	0.5%	1,153	15%
2 bedrooms	4,385	16%	1,872	24%
3 or more bedrooms	23,375	84%	3,864	49%
Total	27,939	100%	7,900	100%

Table 19 – Unit Size by Tenure

Data Source: 2019-2023 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Two projects assisted with federal, state, and local funds were completed for occupancy in 2026.

Goodyear Table A – Units Assisted with Federal, State and Local Programs							
Property Name	Program Type	Number of Units					Targeting
		0 br	1 br	2 br	3+br	Total	
Estrella Springs at Canyon Trails	4% LIHTC	0	12	192	192	396	Family
Suncrest Vista at Canyon Trails	4% LIHTC	0	76	153	32	261	Senior

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

There are no units expected to be lost from the affordable housing inventory during the period covered by this Consolidated Plan.

Does the availability of housing units meet the needs of the population?

There is a general oversupply of units with 3 or more bedrooms – six of ten Goodyear households consist of one or two people, while 76% of housing units contain 3 or more bedrooms. People may choose to live in a unit that is larger than needed for their household size. The limited supply of multi-family and 1- and 2- bedroom units constrain choices for households who may wish to live in a smaller unit. The available single-family choices are more expensive than what a typical LMI household can afford.



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Describe the need for specific types of housing:

There is a need for homes with fewer bedrooms to accommodate both younger families and older families that may wish to downsize. Phase III of the city of Goodyear Community and Neighborhood Services Master Plan identified a need for homes for the workforce, including homeownership homes priced between \$270,000 and \$330,000 for multi-earner households, and rental homes priced from \$1,030 for single people to \$2,245 for families. The Phase III analysis identified a need for 3,115 income-aligned rental homes in general, include 1,208 for households headed by a person under age 35, 1,471 for households headed by a person age 35 to 64, and 435 for households headed by a person age 65 and over.

Discussion

Encouraging a range of housing choices for people at all income levels can be achieved through addressing the need for affordable housing for those with lower incomes, developing new opportunities for first-time homebuyers to enter the homeownership market, and promoting market-rate and executive housing for professionals and upwardly-mobile households.

Encouraging housing variety also provides an opportunity for people of different incomes, ages, races and ethnicities to create a strong community and when a variety of housing types are integrated into a neighborhood, to live in the same neighborhood as their housing needs change through life.

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

Introduction

Housing that is not affordable has costs to families and the community. It can lead to homelessness, place increased demands on community services, result in deferred maintenance that impacts entire neighborhoods, and negatively impact local businesses as households make fewer discretionary purchases. Households that pay too much for housing must often make difficult decisions about how to pay for other nondiscretionary costs such as food, childcare, and transportation. Homeowners that pay too much for housing often struggle with necessary maintenance and repairs, and renters that pay too much for housing are often unable to save the funds necessary to move into homeownership.

Housing is considered affordable when a household pays not more than 30% of household income for housing costs. Households that spend more than the 30% threshold are considered housing cost burdened. Households that spend more than 50% for housing costs are considered severely cost burdened.

Both owners and renters may choose to occupy housing that is disproportionately costly for any number of reasons. Location, availability, public transportation and access to services or employment, anticipated income increases, and housing quality are just some of the complex factors that impact housing choice and affordability. Yet choice is much more limited for households with the lowest incomes.



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Homeowners who are housing cost burdened may require assistance with unplanned home repairs. The lowest income homeowners may be challenged to maintain their homes. In 2023, 5,297 Goodyear households experienced housing problems, including 2,182 owners and 3,115 renters. Single person and nonfamily renter households are the most likely to experience housing problems. Phase III of the Goodyear Community and Neighborhood Services Master Plan projects the number of households with housing problems will increase by 2,977 to 8,274 households by 2035. The projected increase includes 1,439 owners and 1,538 renters.

Cost of Housing

	Base Year: 2020	Most Recent Year: 2023	% Change
Median Home Value	310,500	441,900	42%
Median Contract Rent	1,169	1,644	41%

Table 20 – Cost of Housing

Data Source: 2016-2020 ACS (Base Year), 2019-2023 ACS (Most Recent Year)

Rent Paid	Number	%
Less than \$500	31	0.3%
\$500-999	318	3.4%
\$1,000-1,499	1,284	13.8%
\$1,500-1,999	3,015	32.4%
\$2,000 or more	4,656	50.0%
Total	9,304	100%

Table 21 - Rent Paid

Data Source: 2019-2023 ACS

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	734	-
50% HAMFI	373	1,644
80% HAMFI	2,965	3,264
100% HAMFI	3,310	7,268
Total	7,382	12,176

Table 22 – Housing Affordability

Data Source: 2018-2022 CHAS



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Monthly Rent

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Area median rent					
Fair Market Rent	1,344	1,467	1,740	2,386	2,716
High HOME Rent	1,044	1,119	1,346	1,546	1,705
Low HOME Rent	818	876	1,052	1,215	1,356

Table 23 – Monthly Rent

Data Source: 2023 HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

There is insufficient housing for households with income less than 100% AMI.

How is affordability of housing likely to change considering changes to home values and/or rents?

Both home values and rents rose over 40% between 2020 and 2023, significantly decreasing housing affordability for both owners and renters. Phase III of the Goodyear Community and Neighborhood Services Master Plan indicated that about one of three properties transferred ownership during the 2019 to 2024 period. Given the high number of property transfers coupled with increased home values and rents, the likelihood of affordability improving is very low, absent a significant economic downturn or increased investments in housing affordability.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

In general HOME rents are lower than area median rent, while Fair Market Rent is higher. As HOME rents are lower, they are used in HOME projects. Lower HOME rents suggest a significant investment in rental units is necessary to increase affordability for low-income renters, particularly those with income less than 50% AMI. The most significant gaps in rental affordability and area median rents are efficiency and 4-bedroom units, suggesting that rental affordability is most needed among single people and large families.

Discussion

Housing affordability continues to decline as the population increases and supply cannot keep pace with demand. LMI households are challenged to find decent, safe housing that is affordable. Housing affordability impacts both renters and homeowners.

Between 2020 and 2023, median home values increased 41%, median rents increased 42%, while median income increased 20%. Both median home values and median rents increased at more than twice the rate of median income.



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Rehabilitated or new units targeted for very low-income renters would have positive impacts on the availability of cost-attainable housing.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

Housing quality encompasses a range of issues that are central to quality of life including housing safety, design and appearance, maintenance and energy efficiency, and community safety and livability. The quality of the existing housing stock reflects economic prosperity and pride of community.

The age of the housing stock is one indicator of housing quality. While many older housing units have been well-maintained, other older housing units may have been built to outdated building codes using materials and construction techniques that are no longer considered safe or sustainable. Older housing units may be less energy efficient, resulting in higher utility costs for occupants. In addition, some materials, such as lead (in units built prior to 1978) and asbestos may be health hazards to unit occupants.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

A substandard housing unit is defined by HUD as lacking complete plumbing or kitchen facilities. HUD also requires the city to define 1) substandard condition and 2) substandard condition and suitable for rehabilitation. These definitions are used in determining the eligibility of a housing unit for rehabilitation, except for emergency/minor repairs using CDBG funds.

- *Substandard Dwelling Unit.* A residential property that does not meet HUD Housing Quality Standards (HQS), or local building code.
- *Substandard Dwelling Unit Suitable for Rehabilitation.* A dwelling unit that does not meet HUD Housing Quality Standards (HQS) or local building code, where 1) improvements to bring the unit to local building codes or HUD HQS are economically and physically feasible, and 2) the cost of rehabilitation will not exceed 100% of the replacement cost of the dwelling.
- *Emergency/minor repairs* may be made using CDBG funds without the entire unit meeting local code as long as the repairs meet local code. Emergency/minor repairs include but are not limited to: disability accessibility improvements, lead-based paint remediation, repair of one major system (e.g., foundation, wall, electrical, roof, plumbing, HVAC), and window/door or energy efficiency improvements.



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Condition of Units

	Owner		Renter	
	Number	%	Number	%
With one selected Condition	5,589	20%	4,235	54%
With two selected Conditions	18	0%	470	6%
With three selected Conditions	29	0%	3	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	22,303	80%	3,192	40%
Total	27,939	100%	7,900	100%

Table 24 - Condition of Units

Data Source: 2019-2023 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	22,869	82%	5,204	66%
1980-1999	4,237	15%	2,058	26%
1950-1979	755	3%	360	5%
Before 1950	78	0.3%	278	4%
Total	27,939	100%	7,900	100%

Table 25 – Year Unit Built

Data Source: 2019-2023 ACS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	833	3.0%	638	8.1%
Housing Units built before 1980 with children present	54	6.3%	153	27.6%

Table 26 – Risk of Lead-Based Paint

Data Source: 2019-2023 ACS (Total Units) 2018-2022 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units			5,927
Abandoned Vacant Units			
REO Properties			
Abandoned REO Properties			

Table 27 - Vacant Units



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Need for Owner and Rental Rehabilitation

Housing units that are 40 years old or older are more likely than newer housing stock to require rehabilitation or replacement, lead-based paint remediation, and energy efficiency improvements. Over three quarters (78%) of Goodyear's housing stock has been built since the year 2000. There are 1,471 units that were built before 1980 and are 40 years old or older, representing 4.1% of Goodyear housing units.

HUD's housing condition data includes four housing conditions: 1) lacks complete kitchen facilities, 2) lacks complete plumbing facilities, 3) more than one person per room, and 4) cost burden greater than 30%. Conditions 3 and 4 are not directly relevant to the physical condition of the unit, although overcrowding and cost burden can lead to substandard housing. US Census data provide information on complete plumbing and kitchen facilities. Complete kitchen facilities include a) cooking facilities, b) refrigerator, and c) a sink with piped water. Complete plumbing facilities include a) hot and cold piped water, b) a flush toilet, and c) a bathtub or shower. US Census data indicates there are 83 units in Goodyear that lack complete plumbing facilities and 124 that lack complete kitchen facilities.

Estimated Number of Housing Units Occupied by Low- or Moderate-Income Families with LBP Hazards

There are an estimated 150 Goodyear housing units with Lead-based Paint (LBP) hazards occupied by low-moderate income families with children under age 6, including 50 owner-occupied units and 100 renter-occupied units. Low-moderate income families with young children comprise 92% of owner households and 65% of renter households occupying housing units with LBP hazards.

Childhood lead poisoning is a serious pediatric health problem and children aged six years and younger are particularly susceptible to lead poisoning. Research indicates that even a low level of lead in a child's blood can have harmful effects on physical and developmental health. The most common source of exposure is deteriorating lead-based paint and lead-contaminated dust found in the home, but other sources include pottery, jewelry, candy, and makeup.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The city of Goodyear does not own or operate public housing or Section 8 Housing Choice Voucher programs. The city is served by the Housing Authority of Maricopa County, which does not own or operate public housing in the city of Goodyear



MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

The following section describes the facilities and services available in the Maricopa Regional Continuum of Care (CoC). The data in the following table comes from the 2024 Maricopa Regional CoC Housing Inventory Chart (HIC). It is important to note that the HIC includes beds for the entire CoC region, which includes unincorporated Maricopa County and all municipalities within Maricopa County.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	1,808	0	513	1,321	0
Households with Only Adults	3,044	25	728	4,843	0
Chronically Homeless Households	0	0	0	1,687	0
Veterans	0	0	196	1,413	0
Unaccompanied Youth	115	0	118	0	0

Table 28 - Facilities and Housing Targeted to Homeless Households



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Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

Mainstream services available in Maricopa County complement homeless-targeted services by addressing key health, mental health, and employment needs, ensuring a holistic approach to stability.

Health services include:

- *Circle the city* operates mobile health units and respite centers providing accessible medical care for homeless individuals. They focus on primary care, chronic condition management, and post-hospitalization recovery.
- *Mission of Mercy* offers free primary medical care and prescription medications to the uninsured, many of who have chronic conditions like high blood pressure and type 2 diabetes, and choose to make MOM their medical home.
- *Native American Community Service Center* offers culturally specific healthcare, including mental health and substance abuse services tailored to Native American individuals.
- *Phoenix Rescue Mission* includes wellness programs addressing nutrition, disease prevention, and recovery from addiction.

Employment services include:

- *A New Leaf* conducts job readiness workshops, offering support for resume building, interview preparation, and job placement. They also provide financial literacy training for maintaining financial independence.
- *West Valley Housing Assistance Center (WVHAC)* provides coordinated entry in the West Valley. In addition to emergency housing for families experiencing homelessness, WVHAC staff help individuals find secure work, and ultimately save for a long-term home or apartment. They provide free pick up/drop off for intake and other related appointments.
- *Gervonni Cares* provides assistance and resources that address food insecurity, housing stability, financial literacy, and workforce development. The Stuck In the Middle (SIM) program empowers individuals to rise above life's hurdles, fostering stability and growth for those striving to improve their circumstances.
- *Arizona @ Work* is a statewide workforce development network providing job search assistance, career counseling, and access to training programs for industries with workforce shortages. This resource is easily accessed through a dedicated workforce development coordinator physically located in Goodyear and funded through a city-county partnership.

Mental Health services include:

- *Arizona Behavioral Health Corporation* provides crisis intervention, mental health counseling, and long-term care for individuals with severe mental illness.
- *Community Bridges* combines behavioral health services with substance abuse treatment and peer support programs, offering a continuum of care model.



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- *Maggie's Place* provides trauma-informed counseling and mental health support for pregnant women and new mothers experiencing homelessness, addressing their unique emotional and psychological challenges.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

A comprehensive array of services and facilities designed to address the needs of diverse homeless populations, including chronically homeless individuals, families, veterans, and youth are available throughout Maricopa County.

For individuals experiencing chronic homelessness:

- UMOM New Day Centers and Human Services Campus offer comprehensive support, including permanent supportive housing, healthcare services, and employment assistance to address chronic homelessness.
- Community Bridges offers integrated behavioral health services, including mental health and substance abuse treatment, tailored to individuals experiencing chronic homelessness. Their programs also include crisis stabilization services to address immediate needs.
- Native American Community Service Center focuses on providing culturally appropriate services for Native American individuals, including access to healthcare, housing, and mental health resources to address chronic homelessness.
- Arizona Behavioral Health Corporation specializes in mental health services for individuals with severe mental illnesses, a key factor in chronic homelessness. Their programs include housing assistance and supportive case management to help individuals achieve stability.

For families with children:

- Save the Family Foundation of Arizona provides transitional housing, parenting classes, and employment services to stabilize families and help them achieve self-sufficiency.
- Child Crisis Arizona offers emergency shelter, counseling, and family reunification services to ensure children and families are supported in a safe and nurturing environment.
- New Life Center serves families experiencing domestic violence and homelessness by providing emergency shelter, legal advocacy, and childcare services.
- Maggie's Place offers transitional housing and support for pregnant women and new mothers, including parenting education, trauma-informed counseling, and childcare support.

For veterans:

- US Vets operates transitional and permanent housing programs for veterans and their families, offering job training, mental health services, and counseling.



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For unaccompanied youth:

- Homeless Youth Connection offers housing and case management for youth ages 18-24, focusing on education, employment, and independent living skills.
- one-n-ten supports LGBTQ+ youth by providing safe housing, mentorship, and community-building programs, addressing challenges specific to this group.
- Florence Crittenton Services of Arizona specializes in serving at-risk and homeless girls, providing shelter, behavioral health services, and education programs aimed at building self-esteem, life skills, and independence. They also offer therapeutic counseling to address trauma and promote healing.

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

There are a variety of regional services available to assist vulnerable populations, including at-risk youth, seniors, and persons with disabilities, people with serious mental illness, alcohol and/or substance use disorders, and HIV/AIDS. Within the Maricopa County HOME Consortium, four primary groups have been identified: the elderly and frail elderly, individuals affected by HIV/AIDS and their families, those experiencing alcohol and/or drug addiction, and people with mental or physical disabilities.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents, and any other categories the jurisdiction may specify, and describe their supportive housing needs

Supportive housing needs include but are not limited to: rent and utility assistance, financial management, food and clothing assistance, health and mental health care, employment services, and life skills training or assistance with daily living. The following detail provides information on the Maricopa HOME Consortium supportive housing focus for specific populations.

Supportive housing needs for elderly individuals are based on their health and mobility levels. Typically, elderly residents require a living environment that provides multiple forms of assistance or convenience. Access to healthcare services is essential, as health issues tend to become more common with age. Assistance with daily tasks (such as shopping, cooking, and housekeeping) becomes increasingly important with aging. Accessible transportation options, especially public transit, are crucial to enable elderly individuals to maintain independence for as long as possible. Safety is a top priority, as older residents may be more vulnerable to crime or exploitation. Finally, climate and weather play a role, as they can impact mobility and health. Supportive housing should offer healthcare access and adaptable housing modifications to support continued independence.



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People with disabilities have diverse needs depending on their capabilities and may face challenges similar to the general population, alongside unique needs. Many live on limited incomes with restricted housing options. While those with greater independence may benefit from subsidized housing, individuals requiring specialized care have fewer options. Many adults with disabilities continue living with family members, creating potential financial strain. Accessible housing features, such as ramps, wider doorways, and adapted bathroom facilities, are crucial for those with physical disabilities. Additionally, for those with mental or developmental disabilities, access to case management and social services can improve quality of life and help individuals achieve greater self-sufficiency.

Those recovering from addiction need housing options that provide a safe, supportive environment conducive to sobriety. A reliable support network is key to maintaining recovery. Access to healthcare, support groups, employment services, and family or friends is essential. Detox services are particularly important during the early stages of recovery. Beyond detox, access to transitional or permanent supportive housing can provide a stable environment that reduces the risk of relapse. Additionally, life skills training and counseling can further aid in reintegrating individuals into the community, fostering independence, and reducing the stigma associated with addiction.

Individuals living with HIV/AIDS require medical and social support tailored to their needs. Although medical advancements have improved HIV/AIDS treatment, specialized care and support remain essential. It is important for these individuals to have access to informed family and friends for social support, as well as nearby medical facilities for ongoing care. Stable housing is crucial, as it has been shown to improve health outcomes for people with HIV/AIDS by reducing stress and providing a foundation for consistent medical care. Additionally, supportive housing should include access to mental health services to address the emotional and psychological challenges often associated with managing a chronic illness.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Several programs and initiatives in Maricopa County are designed to ensure that individuals returning from mental and physical health institutions receive the supportive housing and care they need. Collectively, these programs aim to reduce recidivism, improve health outcomes, and provide a stable foundation for individuals as they reintegrate into the community after time in institutional settings:

1. **Transitional Housing Programs:** Transitional housing options, such as Hope Lives - Vive La Esperanza, provide short-term housing with supportive services to help individuals stabilize during their transition out of institutional settings. These programs offer assistance with daily activities, case management, and access to essential mental and physical health services, all aimed at supporting residents as they adjust to independent living.
2. **Permanent Supportive Housing (PSH):** Various permanent supportive housing programs operate within Maricopa County, facilitated by organizations such as HOM, Inc., in partnership with the Arizona Department of Housing (ADOH) and behavioral health providers. These programs offer



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long-term housing assistance along with supportive services tailored to individuals with chronic mental or physical health needs. Services include case management, access to healthcare, substance use counseling, and assistance with daily living skills, helping residents maintain stability and independence.

3. AHCCCS Housing Programs (AHP): The AHCCCS Housing Programs (AHP), administered by the Arizona Health Care Cost Containment System (AHCCCS) in partnership with the Arizona Behavioral Health Corporation (ABC), offer housing assistance specifically for individuals with behavioral health needs, including those returning from mental health institutions. AHP provides a range of housing solutions, from short-term rental assistance to long-term supportive housing, focused on promoting stability and recovery. By prioritizing individuals with serious mental illness and other behavioral health challenges, AHP ensures access to safe, affordable housing and essential supportive services, such as case management, counseling, and health care coordination. This holistic approach addresses both housing and health needs, significantly reducing homelessness and improving health outcomes for vulnerable populations in Maricopa County.
4. Mobile Crisis and Outreach Services: Programs like Terros Health's Mobile Outreach Program offer support to individuals who may be at risk of re-entering an institution or experiencing a crisis after transitioning to housing. These mobile crisis teams respond to mental health emergencies, provide on-site counseling, and work to prevent housing loss by addressing immediate needs in a timely manner.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The city grants resources through its Community Funding Program to nonprofit organizations that address the housing and supportive services needs of vulnerable individuals and families. Some examples of areas the Community Funding Program has traditionally funded include individual and family assistance to attain and maintain housing stability, gain self-sufficiency, access healthy foods, provide transportation services, and assistance enrolling in means-based programs.



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MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit."

The city has a variety of planning documents and resources, many of which include a housing element, such as the 2035 Goodyear General Plan, the December 2024 Housing Needs Assessment Research report and a December 2025 Zoning Assessment. The city also recently prepared Phase III of the Goodyear Community and Neighborhood Services Master Plan (CANS Phase III), which focused on housing. The 2024 housing needs assessment was prepared in accordance with Arizona law and estimated current and anticipated demand by household income level. CANS Phase III further projected household tenure and the potential number of households that will experience or be at risk of experiencing housing problems in 2035. Together these documents provide a strong baseline by which to target investments and potential incentives.

The city is currently undergoing a rewrite of the Zoning Ordinance, with proposed City Council adoption in summer 2026. A model housing ordinance is under consideration; absent the ordinance, the city works with developers to accommodate requests for regulatory relief when practical, particularly through the entitlement and rezoning process in the form of a Planned Area Development (PAD).

Parcels that are not yet constructed are required to provide water and wastewater line extension, half-street improvements, traffic signals, and any other unbuilt infrastructure identified through studies for grading, drainage, sewer, or traffic. While these requirements may impede the development of affordable housing, they are essential to community health and safety. CDBG funds could help to offset costs to improve the likelihood projects will move forward.



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MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

The city of Goodyear is committed to economic vitality and will maintain its unique character while seeking diverse and high-quality development that supports the community's economic sustainability. To this end, the city will foster economic development strategies that invest in public amenities and infrastructure to enhance the community.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	324	318	1	1	0
Arts, Entertainment, Accommodations	3,718	4,829	12	22	10
Construction	1,930	660	6	3	-3
Education and Health Care Services	5,519	4,222	18	19	1
Finance, Insurance, and Real Estate	2,506	561	8	3	-6
Information	492	121	2	1	-1
Manufacturing	1,962	2,140	7	10	3
Other Services	862	860	3	4	1
Professional, Scientific, Management Services	2,002	787	7	4	-3
Public Administration	0	0	0	0	0
Retail Trade	4,095	4,467	14	20	7
Transportation and Warehousing	2,141	1,727	7	8	1
Wholesale Trade	1,507	590	5	3	-2
Total	27,058	21,282	--	--	--

Table 29 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	48,962
Civilian Employed Population 16 years and over	46,117
Unemployment Rate	
Unemployment Rate for Ages 16-24	10.30%
Unemployment Rate for Ages 25-65	3.50%

Table 30 - Labor Force

Data Source: 2019-2023 ACS



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Occupations by Sector	Number of People
Management, business and financial	9,481
Farming, fisheries and forestry occupations	253
Service	7,304
Sales and office	10,165
Construction, extraction, maintenance and repair	3,350
Production, transportation and material moving	5,454

Table 31 – Occupations by Sector

Data Source: 2019-2023 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	15,184	47%
30-59 Minutes	13,728	42%
60 or More Minutes	3,639	11%
Total	32,551	100%

Table 32 - Travel Time

Data Source: 2019-2023 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	2,145	100	1,921
High school graduate (includes equivalency)	7,423	183	3,042
Some college or Associate's degree	14,792	818	5,007
Bachelor's degree or higher	14,101	620	3,155

Table 33 - Educational Attainment by Employment Status

Data Source: 2019-2023 ACS



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Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	164	128	198	730	693
9th to 12th grade, no diploma	1,134	1,059	867	1,184	524
High school graduate, GED, or alternative	2,958	2,933	2,789	5,027	3,567
Some college, no degree	2,565	2,854	3,752	6,176	3,991
Associate's degree	507	1,343	2,197	4,362	2,211
Bachelor's degree	420	2,680	3,251	6,105	4,004
Graduate or professional degree	3	851	1,732	3,411	3,585

Table 34 - Educational Attainment by Age

Data Source: 2019-2023 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	\$ 37,057
High school graduate (includes equivalency)	\$ 43,787
Some college or Associate's degree	\$ 51,584
Bachelor's degree	\$ 72,958
Graduate or professional degree	\$ 81,867

Table 35 – Median Earnings in the Past 12 Months

Data Source: 2019-2023 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Based on the Business Activity table above, the major employment sectors (employing more than 2,000 workers) within the city of Goodyear are:

1. Arts, entertainment, accommodations.
2. Retail trade.
3. Education and health care services.
4. Manufacturing.



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Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	324	318	1	1	0
Arts, Entertainment, Accommodations	3,718	4,829	12	22	10
Construction	1,930	660	6	3	-3
Education and Health Care Services	5,519	4,222	18	19	1
Finance, Insurance, and Real Estate	2,506	561	8	3	-6
Information	492	121	2	1	-1
Manufacturing	1,962	2,140	7	10	3
Other Services	862	860	3	4	1
Professional, Scientific, Management Services	2,002	787	7	4	-3
Public Administration	0	0	0	0	0
Retail Trade	4,095	4,467	14	20	7
Transportation and Warehousing	2,141	1,727	7	8	1
Wholesale Trade	1,507	590	5	3	-2
Total	27,058	21,282	--	--	--

The Business Activity table above illustrates the distribution of workers and jobs by sector in the city of Goodyear. There are 5,776 more workers than jobs in the overall economy, with the greatest discrepancies in the Finance, Insurance, and Real Estate (1,945), Construction (1,270), and Professional, Scientific, and Management Services (1,215) sectors. This discrepancy highlights the attractiveness of Goodyear as a place to live among employees in generally higher-paying employment sectors.

While there is an overall surplus of workers, the arts, entertainment and accommodations (-1,111), and retail trade (-378) sectors indicate a shortage of workers relative to job availability. Jobs in these sectors are often part-time, with variable, less predictable schedules, and lower wages. The shortage of workers in these sectors can lead to high turnover and resulting challenges for employers. Addressing these sector-specific imbalances is important to supporting long-term tourism and livability goals.



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Describe the workforce and infrastructure needs of the business community:

The Western Maricopa Coalition (WESTMARC) is a public-private partnership representing 15 communities, the business sector, and educational institutions across the West Valley of Greater Phoenix. Established in 1990, WESTMARC serves as a unifying force, driving strategic collaboration to advance the region's economic vitality and quality of life. The *West Valley Pipeline 2.0 2024-2028* is the West Valley Regional Workforce Development Strategic Plan. Workforce and infrastructure needs of the business community include reduced commute times, barriers around access to transportation, childcare and housing that is affordable, and limited pathways for businesses to engage with K-12 and post-secondary schools.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

Over the next several years, the city of Goodyear has planned multiple initiatives that may affect job and business growth opportunities:

1. Development of the Goodyear Ballpark on city-owned land.
2. Development of options for future collaboration, partnership, or ownership of the Phoenix-Goodyear Airport.
3. Preservation of wildlife corridors connecting Goodyear with the Estrella Mountain Regional Park.

All of these initiatives are infrastructure intensive, requiring significant financial investment from the city or project partners and collaborators. Initially, workforce development needs will focus on construction trades, while long-term workforce development needs will be highly variable.

In terms of infrastructure, these initiatives will require continued investment in transportation, digital connectivity, and utilities. To ensure Goodyear remains an attractive location for businesses, enhancing public transit, expanding broadband access, and upgrading energy infrastructure will be critical.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Although the number of available jobs is comparable to the number of workers, there is a misalignment in skills across various sectors, with many workers lacking the training required for the available positions. This mismatch is evident from the disparities in available jobs and the actual sectors in which Goodyear residents are employed. Implementing targeted training programs and educational initiatives is crucial to better align workforce skills with industry needs.



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Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

ARIZONA@WORK is a statewide workforce development network that connects job seekers with employers. The network offers job search assistance, resume building, career counseling, and training programs to enhance employment opportunities. Conversely, employers can access recruitment resources and labor market information to better align workforce skills with the specific demands of their industries. Together, these dual efforts help to support both workforce readiness and economic growth.

The Maricopa County West Valley ARIZONA@WORK One- Stop Center provides career services to residents of Maricopa County living outside of the city of Phoenix. ARIZONA@WORK serves job seekers of all backgrounds, all skill levels, and all ages and partners with employers to meet their workforce needs. Job seekers are provided with career guidance and assessments, customized training, education and skills development, and assistance connecting with employers and supportive services, if needed. Specialized services are available for veterans, people with disabilities, and people with criminal justice challenges or backgrounds. Supportive services to enable successful completion of training may include assistance with costs of housing, utilities, transportation, childcare, clothing/uniform, or tools necessary for employment. This resource is easily accessed through a dedicated workforce development coordinator physically located in Goodyear and funded through a city-county partnership.

Estrella Mountain Community College is located near Goodyear and offers Associate's Degrees and Certificates in Accounting, Justice, Law Enforcement and Corrections, Information Technology, Organizational Leadership, Retail and Small Business Management, and Speech Pathology.

In addition to business recruitment, a focus on stimulating entrepreneurship and growing small and local business will also have a positive impact on the economy by helping to create jobs and by increasing the volume and velocity of income to generate wealth. The Goodyear Innovation Hub fulfills this role by providing resources for entrepreneurs and small business owners.

These efforts will support the Consolidated Plan by providing services for youth and adults seeking career and employment opportunities, and by providing assistance to small businesses and entrepreneurs.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No



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If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

The city of Goodyear Economic Vitality strategy is designed to maintain the city's unique character while seeking diverse and high-quality development that supports the community's economic sustainability and is organized around six guiding principles:

1. Ensure city services are continually streamlined, efficient, customer focused and responsive to support residential and business growth, and the long-term success of existing local businesses and residents.
2. Continually update and refine long-range plans that incorporate resident and stakeholder input to provide a road map for community design, strategic economic development, and infrastructure investments.
3. Focus on strategic and targeted economic development pursuits that increase high quality employment and amenities, encourage tourism, and generate additional revenues.
4. Nurture and support existing businesses and entrepreneurial efforts in the city.
5. Foster business investment through streamlined processes, innovation, and ongoing partnerships.
6. Employ balanced housing strategies that target a wide variety of options (e.g., types, price ranges, sizes, ownership/rental, and styles) through strategic partnerships and enhanced ordinances/policies.



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MA-50 Needs and Market Analysis Discussion

**Are there areas where households with multiple housing problems are concentrated?
(include a definition of "concentration")**

There are no areas in Goodyear where households with multiple housing problems are concentrated.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

An area of low-income concentration is defined by HUD as an area where at least 51% of the population has income below 80% of the area median income. In 2024, HUD identified eleven census block groups that met this criterion. These areas are concentrated in the areas of Goodyear with the oldest housing stock – Historic Goodyear, North Subdivisions, the Wildflower subdivision, and more rural areas in south Goodyear.

Because Goodyear has relatively few census block groups that meet this criterion, HUD provides a program year (PY) exception to the 51% low-moderate income criterion. This annual exception was 45.5% in PY2024 and 45.8% in PY2023, adding several additional census block groups to the low-income concentration areas.

What are the characteristics of the market in these areas/neighborhoods?

Some areas of low-income concentration are urban in nature while others are more rural in nature. Many are located near transportation and current or planned employment corridors and opportunities. Housing prices continue to increase throughout Goodyear, and low-income concentration areas are no exception.

Are there any community assets in these areas/neighborhoods?

Assets in many of these areas include a higher number of working-age adults, multi-cultural roots and traditions, and proximity to current or planned transportation and employment corridors.

Are there other strategic opportunities in any of these areas?

There are aging facilities and infrastructure that would benefit from improvement to better serve area residents.



MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

The Arizona Broadband Navigator is a powerful tool provided by the Arizona Commerce Authority that allows residents, government representatives, internet service providers, and others to visualize and understand broadband coverage across the state. The map also provides a representation of broadband availability for each home, business, and other serviceable locations in Arizona. It classifies locations into three categories:

- Served: Addresses with broadband service that meets or exceeds 100 Mbps download speed and 20 Mbps upload speed – 93.55% of Goodyear locations are served.
- Underserved: Addresses with broadband service below 100 Mbps download speed and 20 Mbps upload speed but higher than 25 Mbps download speed and 3 Mbps upload speed – 3.48% of Goodyear locations are underserved.
- Unserved: Addresses with broadband service below 25 Mbps download speed and 3 Mbps upload speed – 2.98% of Goodyear locations are unserved – these areas are primarily in the rural areas of Goodyear to the south of the urbanized city.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

Multiple broadband Internet service providers already serve the city of Goodyear.



MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

The Maricopa County Multi-Jurisdictional Hazard Mitigation Plan 2021 identified the likely effects of climate change as increased heat, drought, and insect outbreaks that result in more wildfires, declining water supplies, subsidence, reduced agricultural yields, health impacts in cities due to heat, and flooding and erosion. The plan was prepared in compliance with US Department of Homeland Security Federal Insurance and Mitigation Administration Requirements.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

The Maricopa County Multi-Jurisdictional Hazard Mitigation Plan 2021 calculated the number of Goodyear residential addresses vulnerable to increased natural hazard risks associated with climate change. Using the 2024 LMI total calculation of 30.8%, the following LMI households are considered vulnerable to natural hazard risks:

- Flooding due to spillway inundation – 2,118 LMI households
- Flooding due to dam failure – 1,463 LMI households
- Flooding due to location in a high hazard flood zone – 173 LMI households
- Subsidence – 6,755 LMI households
- Wildfire – 35 LMI households



Strategic Plan

SP-05 Overview

Strategic Plan Overview

The Four-Year HUD Consolidated Plan aligns with the city's Strategic Plan, which includes five focus areas: 1) *Fiscal and Resource Management* that demonstrates fiscal responsibility through established financial policies, budgeting practices and financial standards that meet the requirements and benchmarks for financial reporting established by the Governmental Finance Officer Association (GFOA) and the Government Accounting Standards Board (GASB); 2) *Economic Vitality*, focused on maintaining its unique character while seeking diverse and high-quality development that supports the community's economic sustainability. The city will foster economic development strategies that invest in public amenities and infrastructure to enhance the community; 3) *Safe and Vibrant Community* that provides programs, gathering places and events where the community can come together to participate in opportunities for an engaged, healthy, safe, and active lifestyle; 4) *Innovative and High Performing Organization* that strives to be a preferred employer by fostering an inclusive culture and a safe working environment that attracts and retains a highly performing and engaged workforce. The city is committed to providing outstanding service to the community at an exceptional value; and 5) *Infrastructure* - strategically plan, implement and maintain current and future infrastructure and facilities to support the community's quality of life, economic viability and protection of the environment.

As a young and fast-growing city, Goodyear has focused CDBG funding on creating a sense of community that includes safe neighborhoods, decent and economically-sustainable housing, adequate infrastructure, and accessible public facilities.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

The city of Goodyear has not identified target or geographic priority areas.

General Allocation Priorities

Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA)

The city of Goodyear will invest CDBG funds in activities throughout the city that directly benefit LMI households, areas, and people with special needs.



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SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Public and stakeholder input, the Consolidated Plan needs assessment and market analysis, the Community and Neighborhood Services Master Plan, the city's General Plan, Capital Improvements Plan, and Strategic Plan are used to determine the relative priority of activities and the populations that will be served.

HUD allows two priority designations – high and low. Assignment of priority does not reflect a lack of need for any particular population or activity; it merely identifies those conditions that are most likely to be addressed with limited CDBG funding. All priority needs, regardless of priority designation of high or low, are considered consistent with the Goodyear Consolidated Plan for the purpose of issuing consistency letters to third parties.

- High priority activities are likely to be funded with CDBG and/or HOME resources during the next four years. HOME funds are included in the Maricopa HOME consortium Consolidated Plan and information is provided in the Goodyear Consolidated Plan for information purposes only.
- Low priority activities may be funded as opportunities arise.

High-Priority Activities

1. Attainable and Sustainable Housing
2. Community Facilities and Infrastructure
3. Program Administration
4. Public Services

Low-Priority Activities

1. Economic Development



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SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	• 1,170 LMI renters are severely housing cost burdened. • Median contract rent increased 41% between 2020 and 2023, while median income increased 20%. • 50% of rental units rent for \$2,000/month or more. • 1,107 units affordable to renters with income less than 50% AMI.
TBRA for Non-Homeless Special Needs	• Renter households that include a person with a disability are 2.4 times more likely than owners to experience housing problems. • 1,212 low-moderate income renters with disabilities experience housing problems.
New Unit Production	• 2,000 additional housing units are estimated to be needed annually. • Homeownership opportunities are needed for first-time homebuyers. • 1,170 LMI renters and 1,920 LMI owners are severely housing cost burdened.
Rehabilitation	• 20% of owner units and 54% of renter units have one selected condition (incomplete kitchen or bathroom, overcrowding, or housing cost burden). • 100 renters and 50 owners with children under age 6 occupy pre-1980 housing. • 1,471 Goodyear housing units were built before 1980. • The US Census estimates there are 83 units that lack complete plumbing and 124 units that lack complete kitchens. • 130 applications for owner-occupied housing rehabilitation were received from 2022 to 2025.
Acquisition, including preservation	• 1,170 LMI renters and 1,920 LMI owners are severely housing cost burdened. • Acquisition of existing homes for placement into the affordable housing inventory could benefit housing cost burdened homeowners or renters.

Table 36 – Influence of Market Conditions



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SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

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

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

The amount of CDBG funding received by the city varies from year-to-year based on the Federal Budget. The city expects to receive approximately \$415,000 annually during each of the next four years and received \$415,122 in PY2025. The Annual Action Plan describes city allocations for the CDBG program during the coming year based on the PY2025 allocation.

The city of Goodyear anticipates becoming a member of the Maricopa HOME consortium for the fiscal year beginning July 1, 2027. When Goodyear becomes a HOME consortium member, the city will be eligible to receive HOME funds from Maricopa County through the consortium. The city expects to receive approximately \$100,000 annually.

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

The HOME program has matching fund requirements that will be met through cash contributions from private entities, below-market interest rate loans, general obligation bonds, the forbearance of fees, donated property, on- and off-site infrastructure documented as necessary for a HOME-assisted project, multifamily or single family bond financing, donated labor, supportive services, or homebuyer counseling. The CDBG program does not have matching fund requirements.

CDBG funds will leverage the city's Community Funding Program. The Community Funding Program provides grants to nonprofit organizations that provide human or social services to benefit Goodyear residents. Applications are generally taken in spring of each year for activities that will address a priority identified in Community Funding Policy for Grant Awards to nonprofit organizations. These priorities are to:



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1. Meet basic needs by providing access to nutritious food, clothing, shelter, and emergency financial assistance for Goodyear residents in crisis or facing instability.
2. Create community spaces that foster social and cultural cohesion.
3. Improve service delivery through strengthened case management, expanded digital access and technology, integrated peer support, and trauma-informed care.
4. Expanded mental health services for individuals and families.
5. Advance regional solutions through collaborative initiatives that create broader community impact.
6. Promote economic stability by helping individuals achieve sustainable income and financial security through targeted programs.
7. Improve transportation access to ensure equitable access to essential services.

At least one priority population must be served. Priority populations are older adults and individuals with disabilities who live on low, fixed incomes; low-income individuals and families; individuals with mental health concerns; individuals experiencing or at risk of homelessness; individuals with limited financial literacy; and young people who are disconnected from education or employment opportunities.

CDBG funds may also leverage Goodyear's partnership with the city of Avondale to provide support for the regional community action program and senior center. In addition, CDBG funds may leverage federal resources available to the city including funds available from the Departments of Transportation, Health and Human Services, and the Economic Development Administration.

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

The city of Goodyear does not presently have publicly-owned land or property that may be used to address the needs identified in the plan.



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SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

The City Manager's Office is responsible for the administration of CDBG funds received from the US Department of Housing and Urban Development.

The city's Neighborhood Services Division is part of the Parks and Recreation Department and was created to support and nurture Goodyear's neighborhoods, acting as a bridge between citizens and their government. The vision of the Division is to be a dynamic, committed partner in building strong relationships so that citizens, organizations, businesses, and the city can solve problems and accomplish community goals together. The Division will carry out the Consolidated Plan and work towards its vision by:

1. Assisting with the organization of associations or alliances to give neighborhoods a sense of identity;
2. Delivering homeowners association education;
3. Facilitating the Goodyear Leadership Enrichment and Development (LEAD) program. The LEAD program provides in-depth information about how local government works, develops skills to strengthen participants' leadership capability, and informs individual interest. The program builds relationships with emerging community leaders to prepare individuals for non-elected or elected leadership roles, foster community-based problem solving, and support neighborhood self-reliance through civic engagement;
4. Facilitating the Goodyear Faith & Community Roundtable to collaborate resources to make a difference for those in need in the Southwest Valley; and
5. Implementing specific activities that may be funded with CDBG resources.



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Assess of Strengths and Gaps in the Institutional Delivery System

The city of Goodyear continues to expand its capacity to deliver public services and housing and community development programs. There are few providers physically located in Goodyear; regional providers serve Goodyear's LMI and vulnerable residents.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X		X
Rental Assistance	X	X	X
Utilities Assistance	X	X	X
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X		X
Education	X		X
Employment and Employment Training	X	X	X
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X	X	X
Other			
Other			

Table 37 - Homeless Prevention Services Summary



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Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

The city of Goodyear is committed to addressing the needs of persons experiencing and at risk of homelessness. The city of Goodyear participates in the regional Continuum of Care plan in collaboration with all other jurisdictions in Maricopa County. The Maricopa Association of Governments (MAG) is the lead agency for the Maricopa Regional Continuum of Care (CoC) and plans and administers the CoC. The CoC meets at least quarterly to review progress and implementation strategies; it convenes nonprofit organizations, business, faith and community groups to problem-solve housing, treatment or shelter needs. Agencies address housing concurrently with substance abuse, mental health and other health care needs.

A network of regional providers makes available Homelessness Prevention Services, including Crisis Response Network; Crisis, Preparation, and Recovery, Community Legal Services, Avondale Community Action Program, Maricopa County Human Services Department, Lutheran Social Services, and The Salvation Army. Most human services targeted to people at risk of or experiencing homelessness are provided by the Human Services Campus located in Phoenix; Street Outreach Services are conducted by the Goodyear Police Department Community Action Team, Mission of Mercy, Mercy Maricopa Integrated Care, and Phoenix Rescue Mission.

Supportive services are largely available in the community, with the exception of low-cost child care and education services. The community may access supportive services through Recovery Innovations, Community Bridges, Inc., Arizona @ Work, and Goodwill. Health services are provided by Abrazo West Hospital, Adelante, Dignity Health, Mission of Mercy, and Mountain Park Health Center. The Phoenix Rescue Mission, Human Services Campus and the Health Care for Homeless Veterans Program provide services targeted to people at risk of or experiencing homelessness. The Area Agency on Aging, through HIV Care Directions, provides supportive services to people living with HIV/AIDS.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The Maricopa Regional Continuum of Care regularly consults nonprofit organizations, which are the primary providers of services for special needs populations and persons experiencing homelessness. Health agencies, and agencies that provide supportive housing and social services to individuals living with HIV/AIDS are also active participants in the CoC.

The main gaps and challenges in the delivery system for people with special needs and persons experiencing homelessness are due to insufficient funding to meet the growing need. Limited income increases for households at the lowest-income levels and living on fixed incomes are placing more



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households at risk of homelessness. Additionally, as the population ages the demand for senior services continues to increase.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The city will continue to facilitate the Goodyear Faith and Community Roundtable to coordinate resources and identify strategic partnerships to address priority needs. During the next four years, Goodyear will continue to invest in nonprofit organizations that address priority needs and populations and will expand efforts to address substandard housing conditions and promote homeownership.



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SP-45 Goals Summary – 91.215(a)(4)

The following goals are established to allow for a range of activities during the next four years. Goal outcomes are estimated based on available funding and the number of LMI people and households in Goodyear. The city must annually report progress towards meeting four-year goals. There is no penalty for not meeting a goal. Goals for the use of HOME funds are included for informational purposes and incorporated into the Maricopa HOME Consortium Consolidated Plan.

Four-year Consolidated Plan Goals for CDBG Funding	
Activity	Four-Year Goal
High Priority: Community Facilities and Improvements	
Community Facilities & Improvements	2,000 people
High Priority: Public Services	
Services to Meet Basic Needs	2,000 people
High Priority: Attainable and Sustainable Housing	
Owner-occupied Housing Unit Rehabilitation and Emergency Repairs	10 housing units
Direct Assistance to 1 st -time Homebuyers	5 households
Infrastructure for Housing	10 people
Low Priority: Economic Development	
Create or Retain Jobs	2 businesses

Four-year Consolidated Plan Goals for HOME Funding (for information purposes only; to be included in Maricopa HOME Consortium Consolidated Plan)	
Activity	Four-Year Goal
High Priority: Attainable and Sustainable Housing	
Direct Assistance to 1 st -time Homebuyers	5 households
Rental Housing Units	4 housing units
Homeownership Housing Units	4 housing units
Tenant-based Rental Assistance	5 households



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Goal Descriptions

1	Goal Name	Community Facilities and Improvements
	Goal Description	CDBG funds for: development of or improvements to facilities for seniors, youth, persons with disabilities, abused and neglected children, neighborhood facilities, parks/ recreation facilities, child care centers, fire stations/equipment, health facilities, nonprofit facilities, bus shelters, including energy efficiency and disability accessibility improvements; development of or improvements to flood drainage, water/sewer systems, streets, and sidewalks in LMI areas, or for economic or housing development, including infrastructure improvements; broadband and disability accessibility improvements; clearance and demolition or movement of buildings to other sites; acquisition of real property that will be developed for a public purpose; and cleanup of contaminated sites.
2	Goal Name	Public Services
	Goal Description	CDBG-funded services to LMI individuals, including persons experiencing or at risk of homelessness, seniors, persons with disabilities, youth, domestic violence survivors, people with serious mental illness, people with alcohol/ substance use disorders, abused/neglected children, domestic violence survivors, improvements to or operating support for emergency/transitional shelter.
3	Goal Name	Attainable and Sustainable Housing
	Goal Description	CDBG funded infrastructure for or rehabilitation of housing for LMI owners or renters, including energy-efficiency, disability accessibility improvements, temporary or permanent relocation; first-time homebuyer assistance, including down payment and closing cost assistance and interest rate buydowns; and acquisition/rehabilitation/resale of homeownership housing. HOME (through the Maricopa HOME consortium) funded rehabilitation of housing for LMI owners or renters; new construction of homebuyer or renter housing; homebuyer assistance, including down payment and closing cost assistance and interest rate buydowns; acquisition/rehabilitation/resale of homeownership housing; and tenant-based rental assistance.
4	Goal Name	Economic Development
	Goal Description	CDBG-funded financial and technical assistance to commercial enterprises with five or fewer employees, one or more of whom own the enterprise. Infrastructure in support of economic development may be undertaken as part of community facilities and improvements activities.



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5	Goal Name	Program Administration
	Goal Description	General program administration; planning; indirect costs; and fair housing activities.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The city estimates it will provide affordable housing to 5 extremely low-income families, 5 low-income family and 15 moderate-income families. CDBG resources will be focused on community improvements. Goodyear residents will continue to be assisted through referrals to the housing resources described above as the city evaluates conditions and assesses the need for additional housing services.



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SP-50 Public Housing Accessibility and Involvement – 91.215(c)

The city of Goodyear does not own or operate public housing or Section 8 Housing Choice Voucher programs. The city is served by the Housing Authority of Maricopa County, which owns no public housing in Goodyear.

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit."

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The city of Goodyear will take four steps to mitigate barriers to affordable housing, including a combination of strategic planning, legal and financial actions:

1. Implement the Community and Neighborhood Services Master Plan to guide investments in housing programs and projects that are coordinated with human services and neighborhood connections.
2. Focus community education on increased understanding of housing affordability challenges. Continued conversations regarding housing affordability will take place to foster support for investment in programs and projects that can increase affordability. These conversations will help to change perceptions about the benefits of housing affordability.
3. Encourage Accessory Dwelling Unit and Missing Middle housing development in accordance with Arizona Revised Statutes.
4. Build relationships to attract additional funding and incentives, such as with financial institutions and private foundations.



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SP-60 Homelessness Strategy – 91.215(d)

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

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

Addressing the emergency and transitional housing needs of homeless persons

Outreach is conducted throughout the year by the Goodyear Police Department and Phoenix Rescue Mission. Phoenix Rescue Mission may provide shelter and services or refer individuals and families to the Human Services Campus (HSC) in Phoenix. The HSC is the lead agency for single adult coordinated entry in the Valley and conducts intakes and assessments. The HSC connects individuals to a wide array of services guided by HSC Navigators. The HSC provides matches to housing, helps connect people with family or friends, provides additional hospitality resources including post office services and bag storage, and leads and fosters collaboration among partner agencies to end homelessness.

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

The Goodyear Police Department will continue its proactive approach to establishing trusting community relationships and providing referrals to regional resources and shelter options to address specific needs. Individuals and families are able to access regional homelessness prevention resources across a continuum based on the immediacy of their risk, current housing situation, and family resources. Increased aftercare and follow-up activities are being piloted by multiple State-funded projects serving families with the aim of quickly identifying and addressing issues that could result in repeat homelessness. These efforts will help to shorten the time that individuals and families experience homelessness; however, the shortage of supportive and affordable housing will continue to limit the ability of the Continuum of Care to quickly house people.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs



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

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Any structure built before 1978 that is proposed for rehabilitation under federal programs will be tested for lead-based paint. Notices and requirements regarding testing and removal of lead-based paint will be provided to program participants and contractors. Should the city elect to implement housing rehabilitation assistance programs, it will provide families with a copy of Renovate Right or other EPA approved documents and require testing or presume the presence of lead-based paint. If testing indicates surfaces contain lead-based paint, safe work practices will be implemented during rehabilitation work. After completion of rehabilitation, the city will require a clearance examination of the worksite(s).

How are the actions listed above related to the extent of lead poisoning and hazards?

The city has a very small stock of pre-1978 housing units – an estimated 640 housing units - and will take action to educate and inform the public regarding lead hazards by distributing lead poisoning and lead hazard information to participants in federally-funded housing programs and to any interested resident.

How are the actions listed above integrated into housing policies and procedures?

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

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



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SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The US Census calculates poverty using income from earnings and other sources for adult household members, but not public assistance such as housing subsidy or food stamps. For this and other reasons it is important to note that while poverty may measure what a family needs, it is used primarily as a statistical yardstick.

The American Community Survey 2023 5-year estimates indicate that 4.5% of Goodyear families live in poverty, with the highest rate of poverty – 49.2% - among single-female headed families with children under 5 years. The same data indicates that the householder worked full-time in 2.3% of families living in poverty. As many Goodyear residents commute to their jobs across the valley, housing and transportation costs may consume nearly all of a household budget.

The root causes of poverty include: lack of higher-wage jobs; insufficient education; insufficient childcare and childcare assistance; and the high cost of housing and basic goods and services. The city of Goodyear works to increase economic activity, promote jobs-based education, and provide services to help households attain higher-wage employment. The city will invest in community improvements and provide local funding to support critical services to poverty-level families to reduce poverty by 10% from 4.5% to 4.05% over the next four years. This goal will be heavily influenced by factors beyond the control of the city, including the worldwide economy.

While the focus of the anti-poverty strategy is to reduce the incidence of poverty, the city will invest in stabilization of people in crisis as a forerunner to their movement out of poverty. Consequently, the anti-poverty strategy focuses on creating stable family and community environments. Public services for LMI individuals and families, people experiencing homelessness, people with disabilities, and other particularly vulnerable populations are critical.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Many poverty-level households consist of households with a single earner and/or people with special needs who live on fixed incomes. By investing in public services, the city will support family and community stability. By investing in community improvements and decent economically-sustainable housing, the city will provide the infrastructure, facilities, and services that support economic and education opportunity for people living in poverty.



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SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The purpose of monitoring is to ensure all projects remain compliant with the regulations set forth by HUD, including timely expenditure of funds. The city of Goodyear will accomplish the majority of its goals through collaboration among city departments and in cooperation with regional organizations. These collaborations will be monitored for progress through quarterly reports, receipt of payment requests that are compared to quarterly reports for consistency, and ongoing communication. Regular communication ensures that city departments or any subrecipients facing challenges are provided the necessary support. If reports and payment requests are not received regularly, the CDBG administrator will contact the city department or subrecipient to encourage payment request submittal and therefore timely expenditure of funds. Along with quarterly reports, payment requests are examined to quantify progress.

Each activity will receive on-site monitoring to identify areas for improvement, assist in overcoming challenges impeding accomplishments, and ensure compliance with regulations and policies. The city will monitor each activity to ensure the administrative requirements of 2 CFR 200 are followed.

Timely expenditure of funds will be ensured through inter-departmental or subrecipient agreements. The process of selecting activities will include ability to utilize CDBG funds in an efficient and expedient manner. Activities will be tracked for performance and compliance through institutional processes including accounting, performance and time tracking, grant management, and legal review. Measured accomplishments are provided through the Integrated Disbursement and Information System (IDIS), and in the Consolidated Annual Performance Evaluation Report.



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HUD PY2026 Annual Action Plan





Expected Resources

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

Introduction

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

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

The amount of CDBG funding received by the city varies from year-to-year based on the Federal Budget. The Annual Action Plan describes city allocations for the CDBG program during the coming year based on the PY2025 allocation, which was \$415,022. Should the actual allocation be lower or higher, the distribution of funds among projects will be proportionately decreased or increased.

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

CDBG funds will leverage the city's Community Funding Program. The Community Funding Program provides grants to nonprofit organizations that provide human or social services to benefit Goodyear residents. Applications are generally taken in spring of each year for activities that will address a priority identified in Community Funding Policy for Grant Awards to nonprofit organizations. These priorities are to:

1. Meet basic needs by providing access to nutritious food, clothing, shelter, and emergency financial assistance for Goodyear residents in crisis or facing instability.
2. Create community spaces that foster social and cultural cohesion.
3. Improve service delivery through strengthened case management, expanded digital access and technology, integrated peer support, and trauma-informed care.
4. Expanded mental health services for individuals and families.
5. Advance regional solutions through collaborative initiatives that create broader community impact.



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6. Promote economic stability by helping individuals achieve sustainable income and financial security through targeted programs.
7. Improve transportation access to ensure equitable access to essential services.

At least one priority population must be served. Priority populations are older adults and individuals with disabilities who live on low, fixed incomes; low-income individuals and families; individuals with mental health concerns; individuals experiencing or at risk of homelessness; individuals with limited financial literacy; and young people who are disconnected from education or employment opportunities.

CDBG funds may also leverage Goodyear's partnership with the city of Avondale to provide support for the regional community action program and senior center. In addition, CDBG funds may leverage federal resources available to the city including funds available from the Departments of Transportation, Health and Human Services, and the Economic Development Administration.

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

The city of Goodyear does not presently have parcels of city-owned land or property that may be used to address the needs identified in this plan.



Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Annual Goals for CDBG Funding	
Activity	Annual Goal
High Priority: Community Facilities and Improvements	
Community Facilities & Improvements	0 people
High Priority: Public Services	
Services to Meet Basic Needs	280 people
High Priority: Attainable and Sustainable Housing	
Owner-occupied Housing Unit Rehabilitation and Emergency Repairs	10 housing units
Direct Assistance to 1 st -time Homebuyers	0 households
Infrastructure for Housing	0 people
Low Priority: Economic Development	
Create or Retain Jobs	0 businesses



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Goal Descriptions

1	Goal Name	Community Facilities and Improvements
	Goal Description	CDBG funds for: development of or improvements to facilities for seniors, youth, persons with disabilities, abused and neglected children, neighborhood facilities, parks/ recreation facilities, child care centers, fire stations/equipment, health facilities, nonprofit facilities, bus shelters, including energy efficiency and disability accessibility improvements; development of or improvements to flood drainage, water/sewer systems, streets, and sidewalks in LMI areas, or for economic or housing development, including broadband and disability accessibility improvements; clearance and demolition or movement of buildings to other sites; acquisition of real property that will be developed for a public purpose; and cleanup of contaminated sites.
2	Goal Name	Public Services
	Goal Description	CDBG-funded services to LMI individuals, including persons experiencing or at risk of homelessness, seniors, persons with disabilities, youth, domestic violence survivors, people with serious mental illness, people with alcohol/ substance use disorders, abused/neglected children, domestic violence survivors, improvements to or operating support for emergency/transitional shelter.
3	Goal Name	Decent Income-aligned Housing
	Goal Description	CDBG funded infrastructure for or rehabilitation of housing for LMI owners or renters, including energy-efficiency, disability accessibility improvements, temporary or permanent relocation; first-time homebuyer assistance, including down payment and closing cost assistance and interest rate buydowns; and acquisition/rehabilitation/resale of homeownership housing. HOME (through the Maricopa HOME consortium) funded development (new construction, acquisition and/or rehabilitation of housing for LMI owners or renters; homebuyer assistance, including down payment and closing cost assistance and interest rate buydowns; acquisition/rehabilitation/resale of homeownership housing; and tenant-based rental assistance.
4	Goal Name	Economic Development
	Goal Description	CDBG-funded financial and technical assistance to commercial enterprises with five or fewer employees, one or more of whom own the enterprise. Infrastructure in support of economic development may be undertaken as part of community facilities and improvements activities.



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5	Goal Name	Program Administration
	Goal Description	General program administration; planning; indirect costs; and fair housing activities.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The city estimates it will provide affordable housing to 2 extremely low-income families, 4 low-income families and 4 moderate-income families.

Projects

AP-35 Projects – 91.220(d)

Introduction

The city of Goodyear will direct PY2026 CDBG funding to three activities:

1. Owner-occupied housing rehabilitation (CDBG matrix code 14A).
2. Legal services for renters facing unlawful eviction (CDBG matrix code 05C).
3. Program administration (CDBG matrix code 21A).

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

At least 70% of CDBG funds must serve LMI people and not more than 15% may be used for public services. Up to 20% may be used to cover administrative costs. The largest obstacle to addressing underserved needs is insufficient funding to support large projects.

AP-50 Geographic Distribution – 91.220(f)

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

CDBG assistance will be directed throughout Goodyear to benefit LMI residents, households, and neighborhoods.

Rationale for the priorities for allocating investments geographically

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

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	6
Special-Needs	4
Total	10

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	0
Total	10

Discussion

The city will utilize CDBG funds to rehabilitate housing units and make emergency repairs for eligible homeowners. Approximately 40% of eligible homeowners are anticipated to be elderly and/or have disabilities (special needs).

AP-60 Public Housing – 91.220(h)

Introduction

The city of Goodyear does not have a public housing authority. Residents may receive assistance through the Housing Authority of Maricopa County, which does not own or operate public housing in Goodyear.

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

Introduction

The Maricopa Regional Continuum of Care (CoC) is managed by the Maricopa Association of Governments and works throughout Maricopa County, including the city of Goodyear, to coordinate homeless planning across municipalities and agencies. The city may use CDBG resources to support or expand facilities and services for homeless people in cooperation with other west valley communities and the CoC.

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

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

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

Addressing the emergency and transitional housing needs of homeless persons

Outreach is conducted throughout the year by the Goodyear Police Department and Phoenix Rescue Mission. Phoenix Rescue Mission may provide shelter and services or refer individuals and families to the Human Services Campus (HSC) in Phoenix. The HSC is the lead agency for single adult coordinated entry in the Valley and conducts intakes and assessments. The HSC connects individuals to a wide array of services guided by HSC Navigators. The HSC provides matches to housing, helps connect people with family or friends, provides additional hospitality resources including post office services and bag storage, and leads and fosters collaboration among partner agencies to end homelessness.

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

The Goodyear Police Department will continue its proactive approach to establishing trusting community relationships and providing referrals to regional resources and shelter options to address specific needs. Individuals and families are able to access regional homelessness prevention resources across a continuum based on the immediacy of their risk, current housing situation, and family resources. Increased aftercare and follow-up activities are being piloted by multiple State-funded projects serving families with the aim of quickly identifying and addressing issues that could result in

repeat homelessness. These efforts will help to shorten the time that individuals and families experience homelessness; however, the shortage of supportive and affordable housing will continue to limit the ability of the Continuum of Care to quickly house people.

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

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

Discussion

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

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

Introduction:

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit."

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

During the coming year, the city of Goodyear will take four steps to mitigate barriers to affordable housing, including a combination of strategic planning, legal, and financial actions:

1. Focus community education on increased understanding of housing affordability challenges. Continued conversations regarding housing affordability will take place to foster support for investment in programs and projects that can increase affordability. These conversations will help to change perceptions about the benefits of housing affordability.
2. Encourage Accessory Dwelling Unit and Missing Middle housing development in accordance with Arizona Revised Statutes.
3. Build relationships to attract additional funding and incentives, such as with financial institutions and private foundations.

AP-85 Other Actions – 91.220(k)

Introduction:

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

Actions planned to address obstacles to meeting underserved needs

The development and subsequent implementation of policy initiatives is critical to the success of the city of Goodyear's overall housing and economic development goals. In general, policy development and implementation are designed to enhance city program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market-based solutions. At present, the greatest obstacle to meeting underserved needs is insufficient funding.

Actions planned to foster and maintain affordable housing

The city will invest CDBG funds in owner-occupied housing rehabilitation, assisting an estimated 10 LMI Goodyear homeowners.

In addition, to address impediments to fair housing choice identified in the Maricopa County Regional Analysis of Impediments to Fair Housing Choice, the city will:

1. Actively strive to educate the public about housing affordability.
2. Facilitate missing middle and multi-family rental housing.
3. Increase funding and incentives to address housing affordability.

Actions planned to reduce lead-based paint hazards

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

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

Actions planned to reduce the number of poverty-level families

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

Actions planned to develop institutional structure

The city of Goodyear recognizes the benefits of increasing administrative efficiencies to improve the delivery system. During the next year, the city will examine alternative methods to administration of HUD CPD programs among city departments.

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

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

Program Specific Requirements

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

Introduction:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

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

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

Other CDBG Requirements

1. The amount of urgent need activities

No urgent need activities.

1. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities.

Not applicable.



FY 2027-2030

Community Development Block Grant (CDBG)





Meeting Purpose Agenda

Information

HUD 4-year Consolidated Plan

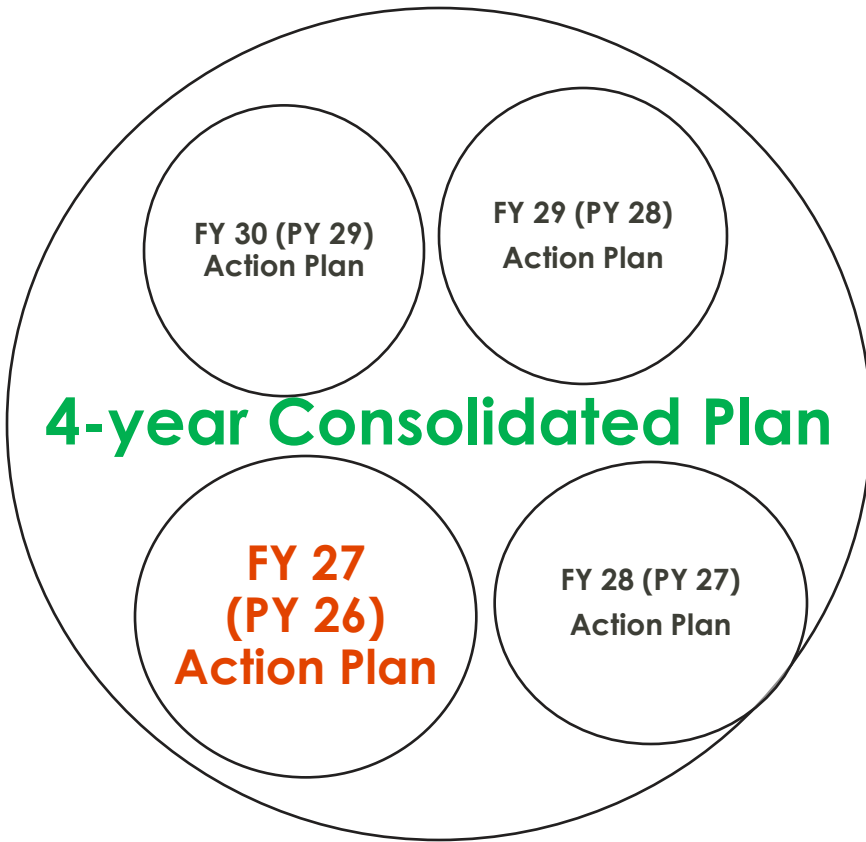
FY2027 Annual Action Plan

Activity
Recommendation

Next Steps



Consolidated Plan and Annual Action Plan Information



Consolidated Plan framework for use of HUD Community Planning & Development Funds

Annual Action Plan identifies specific projects to be funded and implements priorities from Consolidated Plan



Consolidated Plan and Annual Action Plan Process

Outreach

Data

Plan



4-year Consolidated Plan Priorities and Goals

High Priority

- Attainable & Sustainable Housing
- Community Facilities & Improvements
- Public Services
- Program Administration

Lower Priority

- Economic Development



FY2026-2027 CDBG Entitlement ± \$415,122

- 20% Program Administration: ± \$83,024
- Up to 15% Public Services: Gervonni Cares ± \$62,268
- 65% Goodyear Owner-Occupied Home Rehab: ± \$269,830



Next Steps

Stay up-to-date at: goodyearaz.gov

April 1 – 30: Public Comment Period

May 4: Council Meeting to Authorize Submission

Submit Plans to HUD by Deadline

HUD Approves Plan and Funds Available After July 1

ITEM #: 12.
DATE: 04/27/2026
AI #:3260



CITY COUNCIL ACTION REPORT

**SUBJECT: RESOLUTION APPROVING REGIONAL PARKING GARAGE
DEVELOPMENT AGREEMENT**

STAFF PRESENTER(S): Roric Massey, City Attorney; Kini Knudson, Interim
City Manager

SUMMARY

Approve Development Agreement with RG Land Partners, LLC ("RGLP") for a Regional Parking Garage located at Goodyear Civic Square ("GSQ").

STRATEGIC PLAN ALIGNMENT



Economic
Vitality



SAFE &
VIBRANT
COMMUNITY

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2518 APPROVING THE DEVELOPMENT AGREEMENT WITH RG LAND PARTNERS, LLC., FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF A REGIONAL PARKING GARAGE, POLICE SUBSTATION, AND PUBLIC OPEN SPACE AMENITIES WITHIN GOODYEAR CIVIC SQUARE. (Roric Massey, City Attorney; Kini Knudson, Interim City Manager)

FISCAL IMPACT

The city will be committing a maximum of \$22,000,000 to this development agreement in support of the regional parking garage project. Funding to fulfill the financial obligations of this development agreement is included in the fiscal year (FY) 2027 budget, scheduled for tentative adoption by Council on May 18, 2026. Budget amendments are authorized in the Resolution approving the development agreement to allow for payments in advance of the effective date of the FY2027 budget.

BACKGROUND AND PREVIOUS ACTIONS

Goodyear Civic Square ("GSQ") is a mixed-use development in the City of Goodyear, Arizona consisting of approximately 150 acres. It is being designed to become the city's premier cultural and lifestyle destination. In support of this vision, the Council approved relocating the future city hall, which was to have been located on the former City Center site, to GSQ and hired the owner/developer of GSQ to design and construct the city's new city hall, state-of-the-art library, and a two-acre public park. This project resulted in the private development of GEN1, a class A 3-story office building consisting of over 103,630 rentable square footage located to the north of city hall, and a 4-story parking garage with more than 900 spaces, which provides parking for city hall employees and visitors.

The city subsequently purchased the 4-story parking garage, which led to the private development of a second office building to the south of city hall, which houses the Banner Health Center, a 3-story garage with more than 500 parking spaces, and the upcoming development of a hotel. To support the city's vision of GSQ as a gathering place for its residents for events such as festivals, concerts and parades and the continued development of retail and commercial development, city staff is recommending the city facilitate the design and construction of a publicly-owned regional parking garage containing approximately 600 parking spaces, together with a police substation and public open space within GSQ.

STAFF ANALYSIS

Under the terms of the proposed development agreement, RGLP will:

- design and construct a parking garage with approximately 600 parking spaces, (the garage will be developed with as many spaces as can be developed within the maximum amount reflected below);
- design and construct an approximately 1,500 square-foot shell for a police substation that will be plumbed for utilities (plumbing, electrical, and HVAC) with appurtenances including parking facilities;
- design and construct public open space amenities;
- convey to the city, at no cost, the land for the parking garage and police substation; and
- convey to the city, at no cost, a public open space access easement to the area where the public open space amenities being constructed will be located.

Under the terms of the proposed development agreement, the City will:

- reimburse RGLP for the costs incurred in the design and construction of the parking garage up to a maximum of \$20,000,000, including a 3% management fee;
- reimburse RGLP for the costs incurred in the design and construction of the police substation improvements up to \$1,000,000, including a 3% management fee;
- reimburse RGLP for 50% of the costs incurred in the design and construction of the public open space amenities up to \$1,000,000, including a 3% management fee; and
- based on the number of spaces within the finished parking garage, allow for a number of spaces within the parking garage to be counted towards the minimum number of parking spaces required under applicable laws for the development of surrounding private parcels, subject to specific limitations as to the type of development.

RGLP formed a property owner's association (POA), and the proposed development agreement includes a requirement for the POA to pay 50% of the costs of maintaining the parking garage, to which the POA has consented.

Staff supports the proposed development agreement because it supports the city's vision of GSQ as a gathering place for its residents and visitors for events such as festivals, concerts, parades, and the city's desire for the continued development of retail and commercial

development in GSQ by providing additional parking needed for such purposes and providing for a police presence. Resolution No. 2026-2518 is included as Attachment A.

Attachments

Attachment A - Resolution No. 2026-2518 with Exhibit
Staff Presentation

RESOLUTION NO. 2026-2518

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT WITH RG LAND PARTNERS, LLC., FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF A REGIONAL PARKING GARAGE, POLICE SUBSTATION, AND PUBLIC OPEN SPACE AMENITIES WITHIN GOODYEAR CIVIC SQUARE.

WHEREAS, Goodyear Civic Square ("GSQ") is a mixed-use development in the City of Goodyear, Arizona consisting of approximately 150-acres designed to become the City's premier cultural and lifestyle destination anchored by the City's new city hall, state-of-the-art library, a two-acre public park, a public parking garage and bordered by the Bullard Wash along the western boundary of the new city hall;

WHEREAS, to support the City's vision of GSQ as a gathering place for its residents for events such as festivals, concerts and parades and the continued development of retail and commercial development, the City desires to facilitate the design and construction of a publicly owned regional parking garage containing approximately six hundred (600) parking spaces, together with a police substation and public open space;

WHEREAS, the Development Agreement provides for the construction of the garage, police substation and open space amenities by the owner/developer of GSQ, the city's responsibilities for the costs of the improvements, and the ownership and responsibility for the maintenance of the improvements; and

WHEREAS, the Development Agreement is intended to be a development agreement pursuant to A.R.S. § 9-500.05.

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

SECTION 1. The Mayor and Council of the City of Goodyear, hereby approve the Development Agreement with RG Land Partners, LLC., a Delaware limited liability company attached hereto as Exhibit "1" for the design, construction, operation and maintenance of a Regional Parking Garage, Police Substation, and Public Open Space Amenities within Goodyear Civic Square, which is intended to be a development agreement pursuant to A.R.S. § 9-500.05.

SECTION 2. The City Manager is hereby authorized and directed to execute the Development Agreement attached hereto as Exhibit "1" and the City Manager or his/her designee is hereby authorized and directed to take any and all actions and to execute any and all documents necessary to carry out the intent of this Resolution and the terms of this Development Agreement, including approving budget amendments to the FY2026 Budget as needed to allow for payments required under the terms of this Agreement.

SECTION 3. Resolution 2026-2518 shall be effective as provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 27th day of April, 2026.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

EXHIBIT “1”

**DEVELOPMENT AGREEMENT WITH RG LAND PARTNERS, LLC
REGIONAL PARKING GARAGE**

(On the following pages)

When recorded, return to:
City of Goodyear
1900 North Civic Square
Goodyear, Arizona 85395
Attn: City Manager

DEVELOPMENT AGREEMENT (REGIONAL GARAGE)

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made as of the ____ day of _____, 2026, by and between the CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation (“**City**”) and RG LAND PARTNERS, LLC, a Delaware limited liability company (“**RGLP**”). The City and RGLP are sometimes referred to herein collectively as the “**Parties**”, or, individually, as a “**Party**”. Other capitalized terms used in this Agreement shall have the meanings ascribed to them parenthetically throughout this Agreement (inclusive of the Recitals below) or as specifically defined in this Agreement.

1. RECITALS

- A. Goodyear Civic Square ("GSQ") is a mixed-use development in the City of Goodyear, Arizona consisting of approximately 150-acre designed to become the City's premier cultural and lifestyle destination anchored by the City's new city hall, state-of-the-art library, a two-acre public park, a public parking garage and bordered by the Bullard Wash along the western boundary of the new city hall.
- B. To support the City's vision of GSQ as a gathering place for its residents for events such as festivals, concerts and parades and the continued development of retail and commercial development, the City desires to facilitate the design and construction of a publicly owned regional parking garage containing approximately six hundred (600) parking spaces, together with a police substation and public open space.
- C. RGLP (a joint venture formed between Globe Land Investors, LLC (“**GLI**”) and principals of RED Development (“**RED**”)) owns property within GSQ.
- D. The City is authorized to enter into development agreements pursuant to A.R.S. § 9-500.05 and has determined that a development agreement is an appropriate mechanism to establish the terms and conditions under which certain public improvements may be designed, constructed, owned, operated, and maintained within GSQ.
- E. RGLP has agreed, subject to the terms and conditions of this Agreement, to donate the Garage Parcel to the City for development of the Project, recognizing that such

land contribution is a material component of the public-private framework contemplated by the Parties.

- F. The Parties previously entered into a City Council approved non-binding Letter of Intent dated November 7, 2025 (“**LOI**”), which outlined preliminary concepts related to the Project. This Agreement is in accord with the LOI. The LOI is referenced herein solely for background purposes and does not create binding obligations, and all binding obligations of the Parties are set forth exclusively in this Agreement.
- G. The Parties intend that the design and construction of the Project will be subject to applicable public procurement requirements, including A.R.S. Title 34, and that nothing in this Agreement is intended to waive, limit, or modify such statutory requirements.
- H. The Parties desire to enter into this Agreement pursuant to A.R.S. § 9-500.05 to set forth their respective rights and obligations relating to the Project, with the intent that this Agreement be recorded, run with the land as provided by law, and provide a clear procedural framework while preserving flexibility for future development and municipal action.

2. AGREEMENTS

Now, therefore, in consideration of the foregoing recitals and the representations and mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Parties agree as follows:

- 1. **INCORPORATION OF RECITALS.** The accuracy of the above Recitals is confirmed and all of the above-mentioned Recitals are incorporated herein and are hereby made substantive provisions of this Agreement.
- 2. **DEFINITIONS.** Terms not defined elsewhere in this Agreement have the following meaning unless a different meaning clearly appears from the context:
 - (a) “**Affiliate(s)**” means, with respect to a specified person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with such person or entity.
 - (b) “**Agreement**” means this Agreement and all Exhibits attached hereto, as amended and restated or supplemented in writing from time to time. References to Sections or Exhibits are to this Agreement unless otherwise qualified. The Recitals set forth herein are incorporated herein by reference and form a part of this Agreement.
 - (c) “**Applicable Laws**” means the federal, state, county and local laws (statutory and common law) ordinances, rules, regulations, permit requirements, and other requirements and official policies of the City which apply to the development of the Project and the Private Parcels.

- (d) **"City Improvements"** means the improvements as more fully described in Section 3.1 and the subsections therein except for the Public Open Space Improvements.
- (e) **"City Improvements Project Costs"** means all hard and soft costs incurred directly by or on behalf of RGLP in connection with the development, design, permitting, procurement, construction, equipping, and delivery of the City Improvements, including without limitation costs of architects, engineers, contractors, subcontractors, testing, inspection, construction administration, insurance, bonds, legal representation related to public bidding, surveyors, Development Manager Fees (as defined in Section 4.5), and other customary development costs. City Improvements Project Costs shall exclude : legal fees incurred by RGLP related to the Project other than legal fees related to complying with Title 34's public bidding requirements; land acquisition costs or land value; financing costs, interest, issuance costs, or reserves; taxes, costs to satisfy liens, judgements, assessments, including costs for reallocating assessments, or other obligations recorded against the Garage Parcel that are objected to by the City; RGLP overhead; and other costs not expressly approved by the City, which shall include costs RGLP would otherwise incur in the absence of this Agreement (collectively, **"Ineligible Costs"**).
- (f) **"Development Manager"** means RGLP, acting as the City's development manager and project developer for the delivery of the City Improvements, including responsibility for administering design and construction procurements, managing contractors, controlling project schedules and budgets, and delivering the completed City Improvements, subject to City oversight and Applicable Laws
- (g) **"Effective Date"** means the date the Resolution adopted by the City Council approving this Agreement becomes effective.
- (h) **"Final Acceptance"** means a written document executed by the City accepting the City Improvements subject to the satisfaction of the requirements set forth in Section 7.15.
- (i) **"Garage Parcel"** means the real property to be conveyed to the City by RGLP, as described in Section 8.1, upon which the Garage and Police Substation will be developed, which is generally depicted in Exhibit "B." A legal description of the Garage Parcel, which will be an independent platted lot and will be provided by RGLP and attached to this Agreement as Exhibit "B-1" prior to the conveyance of the Garage Parcel, which shall be subject to the approval of the City.
- (j) **"Lot 19"** means the real property upon which the Garage Parcel and the Public Open Space Access Easement are to be located and which is legally described on Exhibit "A".

- (k) **“Project”** means the coordinated planning, design, permitting, construction, ownership, operation, and maintenance of the City Improvements and the Public Open Space Improvements as further described herein.
- (l) **“Property Owners Association”** means GSQ Owners Association, Inc., an Arizona non-profit corporation, established pursuant to the GSQ CC&Rs (as defined in Section 8.7
- (m) **“Pre-Development Costs”** means reasonable third-party costs incurred for conceptual design, engineering coordination, and related studies prior to commencement of construction.
- (n) **“Private Parcels”** means the real property subject to the GSQ CC&Rs.
- (o) **“Public Open Space Access Easement”** is the easement RGLP is to convey to the City as described in Section 8.2.
- (p) **“Public Open Space Easement Area”** means the real property generally depicted in Exhibit "B" over which RGLP is to convey to the City a Public Open Space Access Easement providing public access to the open space and amenities that will be developed thereon pursuant to this Agreement. A legal description of the Public Open Space Access Easement Area will be provided by RGLP and attached to this Agreement as Exhibit "B-2" prior to the conveyance of the Garage Parcel, which shall be subject to the approval of the City.
- (q) **“Separate City Costs”** means City internal staffing costs, City legal fees, City Council costs, financing issuance costs, and any costs expressly excluded from reimbursement under this Agreement.
- (r) **“Successors and Assigns”** means any person or entity that succeeds to or is assigned any interest in all or part of the Garage Parcel, the Public Open Space Easement Area and the Private Parcels.

3. **PROJECT DESCRIPTION, FINDINGS, AND PUBLIC PURPOSE**

3.1. **Project Overview and Components.** The Project consists of a coordinated program of public facilities and improvements within GSQ, intended to serve the general public, the City, GSQ, and surrounding development. The Project includes, without limitation:

- (a) a City-owned, multi-level regional parking garage containing approximately six hundred (600) parking spaces and related improvements to be located on the Garage Parcel (the **“Garage”**);
- (b) an approximately 1,500 square foot shell that includes all required electrical wiring, plumbing pipes, mechanical systems, and HVAC ductwork for utility services needed to serve the building upon buildout together with associated parking and site improvements, which will be finished by the City as a police

substation to provide public safety services to GSQ and the surrounding area and which is to be located on the Garage Parcel (the “**Police Substation**”);

- (c) privately owned but publicly accessible open space, including pedestrian walkways, plaza areas, landscaping, and related civic amenities located (the “**Public Open Space Improvements**”) to be located on the Public Open Space Easement Area; and
- (d) all related and necessary on-site and off-site infrastructure and improvements, including utilities; drainage; hardscape, except for street, road or access improvements; landscape; lighting; signage; and appurtenant facilities required to support the Garage and Police Substation.

Notwithstanding the foregoing, the final size, configuration, and number of parking spaces within the Garage shall be subject to available City funding, City approval, and compliance with Applicable Laws, and nothing herein shall be construed as a guarantee that the Garage will be constructed with approximately six hundred (600) parking spaces.

3.2. Relationship to Existing GSQ Development. The Parties acknowledge that the Project supports the city's vision of GSQ as a gathering place for its residents for events such as festivals, concerts and parades as well as the broader GSQ mixed use development. The location, design, and configuration of the City Improvements are intended to complement adjacent private development within GSQ, promote a pedestrian-oriented environment, in support of the city's vision for GSQ. The design of the Garage shall be consistent with the design of the existing parking garage located on Lot 7 of the Final Plat of Goodyear Civic Square Parcel "A" at Estrella Falls recorded in the Official Records of Maricopa County Recorder, Maricopa County, AZ at Book 1577, Page 1 (Instrument 202110249393) and the design of the Police Substation shall be consistent with and complement the design of the Garage.

Except as expressly provided herein, nothing in this Agreement shall obligate the City to construct nor be deemed to be the City's construction of improvements for the benefit of any specific private development, nor shall this Agreement be construed to confer development rights, density entitlements, or vested rights upon RGLP or any third party.

3.3. Parking Purpose and Use. The Garage is intended to function as a City-owned regional parking facility under the operational control of the City, and is intended to provide parking for a mix of City facilities, public uses, and development within GSQ. There shall be no residential parking allowed in the Garage; and, unless otherwise agreed to by separate agreement, which may be administratively approved by the City Manager or his/her designee, there shall be no hotel parking, no convention center parking, and no overnight parking in the Garage.

- (a) Subject to the terms and conditions set forth herein, the City agrees that up to 450 of the parking spaces in the Garage may be counted towards the minimum parking spaces required under Applicable Laws for development within the Private Parcels. None of the parking spaces in the Garage may be counted towards

the parking requirements for residential development; and unless otherwise agreed to by separate agreement which may be administratively approved by the City Manager or his/her designee, none of the parking spaces in the Garage may be counted towards the parking requirements for any of the following types of development within the Private Parcels: hotels and convention center.

- (b) The counting of the 450 parking spaces towards the minimum parking spaces described above is conditioned upon the Garage being constructed pursuant to this Agreement having a minimum of 600 parking spaces. If the Garage has fewer than 600 parking spaces, the 450 parking spaces shall be reduced by 75% of the number of parking spaces below 600 parking spaces. For example, if the Garage upon completion only has 550 spaces, the number of parking spaces that may be counted towards the minimum parking spaces required under Applicable Laws for development within the Private Parcels shall be reduced by 75% of the shortage or 38 parking spaces ($.75 \times (600-550) = 38$) reducing the number of parking spaces that may be counted towards the minimum parking requirements towards the minimum parking spaces required under Applicable Laws for development within the Private Parcels, shall from 450 to 412 ($450 - 38$). Similarly, if the number of parking spaces exceeds 600, then the 450 spaces described above shall increase proportionally by 75% of the additional spaces constructed.
- (c) The City and RGLP grant Property Owners Association the sole authority to designate the number of parking spaces that may be counted towards the requirement under Applicable Law for an individual Private Parcel. In no event shall the Property Owners Association designate more than the total number of parking spaces available to the Private Parcels described in sections 3.3(a) and 3.3(b) above.

3.4. Phasing and Sequencing. The Garage, Police Substation, Public Open Space Improvements, and related infrastructure are intended to be designed and constructed as a single integrated phase. Notwithstanding the foregoing, the City retains discretion to modify sequencing or implementation timing based on funding availability, procurement requirements, or other municipal considerations.

3.5. Public Purpose and Findings. The City hereby finds and declares that the Project serves a valid public purpose by, among other things:

- (a) enhancing mobility and public parking availability for City and private sponsored events and for adjacent retail and commercial developments;
- (b) supporting public safety services through the provision of a police substation;
- (c) providing publicly accessible open space and civic amenities;
- (d) supporting economic development within the City; and
- (e) furthering the goals and policies of the City's General Plan and applicable planning documents.

3.6. No Guarantee of Scope or Timing. Nothing in this Article or elsewhere in this Agreement shall be construed as a guarantee that any specific component of the Project will be constructed, or that construction will occur according to any particular schedule, absent satisfaction of the conditions precedent set forth in this Agreement and the appropriation of funds by City Council. The Parties acknowledge the intent that completion of the Garage is targeted to align with the opening of certain GSQ retail uses; provided, however, that such timing is not guaranteed and is subject to City approval and appropriation.

3.7. Project Schedule; Retail Opening Target. The Parties acknowledge that certain retail tenants within the GSQ development are anticipated to open for business on or about February 2027, and that the Garage is intended to support such retail activity, but there is no guarantee that the Garage will be completed by February 2027.

The Parties further acknowledge that the anticipated retail opening timeframe is provided for planning and coordination purposes only. Nothing in this Agreement shall be construed to:

- (a) require the City to complete the Project or any component thereof by a date certain;
- (b) create a contractual obligation to meet or achieve any particular construction milestone or completion date; or
- (c) give rise to damages, penalties, or claims of default based on the timing of Project completion.

All Project scheduling remains subject to City approval, appropriation of funds, procurement under Applicable Laws, and other conditions precedent set forth in this Agreement. RGLP waives any and all claims it may have against the City for the failure of the Garage to be completed by February 2027.

3.8 Prior Planning Materials. The Parties acknowledge that conceptual planning, feasibility analysis, and test-fit work has been undertaken in connection with the Project prior to execution of this Agreement. The City intends, to the extent practicable and consistent with Applicable Laws and procurement requirements, to consider such prior planning materials as background information to inform the Project's goals, scope, and design intent; provided, however, that nothing herein shall be construed to require the City to adopt any such materials or to limit the City's discretion under A.R.S. Title 34.

4. RGLP ROLE AND PROJECT MANAGEMENT

4.1. Appointment of Development Manager and Project Developer. The City hereby appoints RGLP as the Development Manager and project developer for the Project, responsible for the delivery of the City Improvements in accordance with this Agreement, subject to City oversight and Applicable Laws.

4.2. No Agency; Independent Developer. Notwithstanding RGLP's appointment as Development Manager and project developer, RGLP is an independent contracting party and is not an agent, partner, joint venturer, or representative of the City. Nothing in this Agreement shall be construed to authorize RGLP to bind the City, incur obligations on behalf of the City, or act as the City's legal representative, except as expressly approved in writing by the City in accordance with Applicable Laws. Nothing in this Agreement shall be construed to create any fiduciary duty or agency relationship between the City and RGLP.

4.3. Scope of Development Manager Services. RGLP shall be responsible for the design, construction, and delivery of the City Improvements to the City in accordance with the terms of this Agreement, which obligations include by way of example, but not limitation, all of the following activities:

- (a) procuring, retaining and managing architects, engineers, and other consultants;
- (b) procuring, retaining, and managing construction contractors and subcontractors;
- (c) coordinating and overseeing all construction activities;
- (d) managing project schedules, budgets, and cost controls;
- (e) reviewing and approving pay applications, change orders, and close-out documentation;
- (f) coordinating inspections, testing, and commissioning;
- (g) delivering the City Improvements in accordance with plans approved by the City.

Notwithstanding RGLP's responsibility for procuring all contracts related to the Project, all procurements subject to A.R.S. Title 34 shall be conducted by RGLP and approved by the City. The City shall reasonably assist RGLP, at no cost to RGLP, with procuring the contracts required for the design and construction of the City Improvements in accordance with the requirements of A.R.S. Title 34.

4.4. Standard of Care. RGLP shall perform its Development Manager services in a commercially reasonable manner consistent with the standard of care exercised by experienced development managers on similar public projects.

4.5. Development Manager Fee. In consideration for RGLP's development and delivery of the City Improvements pursuant to this Agreement, the City agrees to pay to RGLP a fee (the "Development Manager Fee") in an amount equal to three percent (3%) of the City Improvements Project Costs, less those costs expressly excluded below.

For purposes of this Agreement, 'City Improvements Project Costs' has the meaning set forth in Section 2(e).

Notwithstanding the foregoing, the following items shall not be included for purposes of calculating the Development Manager Fee:

- (a) Separate City Costs;
- (b) legal fees incurred by RGLP;
- (c) the Ineligible Costs described in Section 2(e);
- (e) taxes, development fees, impact fees, or permit fees payable to the City
- (f) the costs of furniture, unattached trade fixtures, equipment, public art, or artwork; and
- (g) Development Manager Fees.

Except as otherwise provided in this Agreement, the Development Manager Fee shall be earned proportionately as City Improvements Project Costs are incurred and shall be paid monthly, subject to City approval and compliance with Applicable Laws, based on invoices submitted by RGLP with reasonable supporting documentation.

Upon the City's issuance of Final Acceptance accepting the City Improvements, which shall not be issued until the Garage Parcel has been conveyed to the City, the Development Manager Fee shall be reconciled based on final City Improvements Project Costs, and any remaining balance shall be paid within thirty (30) days following Final Acceptance, subject to appropriation.

4.6. Development Delivery Structure. RGLP shall, as Development Manager, be responsible for delivering the City Improvements and completing the Public Open Space Improvements in compliance with Applicable Laws. RGLP shall procure, contract with, and manage architects, engineers, contractors, and other consultants necessary for the design and construction of the City Improvements and the Public Open Space Improvements, and shall administer all such contracts. All contracts entered for the design and construction of the City Improvements and the Public Open Space Improvements to be constructed by RGLP pursuant to this Agreement shall: include normal and customary warranties for the work to be performed and the systems being installed with a minimum warranty of one year for the Garage and Substation structure; name the City as a third-party beneficiary; include a provision that allows the City to assume the contracts in the event of a default by RGLP; include terms indemnifying, holding harmless, and defending the City, its elected and appointed officials and its employees from all claims arising from or related to the work undertaken pursuant to the contracts; and require that all warranties related to the work performed under the contracts be assigned to the City. RGLP shall not commence vertical construction until the Garage Parcel and Public Open Space Access Easements have been conveyed to the City. RGLP shall prior to commencement of vertical construction provide the City with complete copies of all contracts entered for the design and construction of the City Improvements and the Public Open Space Improvements.

The City may designate a Capital Improvement Program Manager or other representative to monitor progress, budgets, and compliance; provided, however, that such oversight shall not relieve RGLP of its responsibility for delivery of the City Improvements nor be deemed control over construction means or methods.

4.7. Delivery Responsibility. RGLP shall be solely responsible for the sequencing, coordination, and day-to-day management of the design and construction of the City Improvements and Public Open Space Improvements, including coordination among contractors, consultants, and suppliers. City oversight, approvals, or reviews under this Agreement shall not be construed as participation in or responsibility for the design of the City Improvements and Public Open Space Improvements or the construction means or methods for the completion of such improvements.

5. CONDITIONS PRECEDENT; NO OBLIGATION TO PROCEED; TERMINATION

5.1. Conditions Precedent to City Obligations. The City's obligations under this Agreement to pay for the costs of the procurement and construction of the City Improvements and Public Open Space Improvements is expressly conditioned upon satisfaction of the following conditions precedent:

- (a) RGLP's conveyance of the Garage Parcel and Public Open Access Easement to the City;
- (b) RGLP's compliance with all Applicable Laws.

Failure to satisfy any condition precedent shall relieve the City of any obligation to proceed and shall not constitute a default by the City.

5.2. Termination. This Agreement may be terminated as follows:

- (a) by mutual written agreement of the Parties;
- (b) by the City if the City exercises its right to terminate pursuant to Section 8.3;
- (c) by the City upon a material default by RGLP that remains uncured as set forth in Section 12.3; or
- (d) by RGLP upon a material default by the City that remains uncured as set forth in Section 12.3.

5.3. Effect of Termination. Upon termination of this Agreement, the Parties shall be relieved of any further obligations hereunder, except for obligations that expressly survive termination.

5.4. TCO. The City shall issue a Temporary Certificate of Occupancy prior to Final Acceptance allowing parking within the Garage upon a determination by the City's

Building Official that the Garage can be safely occupied. The determination of the City's Building Official shall be at the sole discretion of the City's Building Official who may impose an expiration date for the TCO and stipulations that must be satisfied for the Temporary Certificate of Occupancy to remain in effect.

6. COSTS, FUNDING, FINANCIAL TERMS

6.1. General Allocation of Costs. Each Party shall bear its own costs and expenses incurred in connection with the negotiation and execution of this Agreement. Nothing herein shall be construed as obligating the City to fund, reimburse, or pay any costs unless expressly approved by the City and subject to appropriation.

6.2. City Funding; Appropriation Requirement. Any financial participation by the City in the Project is expressly subject to approval by the City Council and the appropriation of funds in accordance with applicable law.

6.3. Pre-Development Costs. Any pre-development costs incurred by RGLP, including costs associated with conceptual design, feasibility analysis, or coordination activities, shall be incurred at RGLP's sole cost and risk unless reimbursement is expressly authorized by the City in writing.

6.4. No Financing Obligation. Nothing in this Agreement shall be construed as requiring the City to issue bonds, incur debt, or otherwise finance the Project. Any financing mechanism shall be subject to separate approval by the City and compliance with Applicable Laws.

6.5. Garage Design. In exchange for the payments and disbursements set forth below, RGLP shall deliver to the City a multi-level regional parking garage with approximately 600 spaces constructed and an approximately 1500 square foot Police Substation within the Garage Parcel that meet the requirements set forth in this Agreement.

7. PAYMENT DRAWS AND DISBURSEMENT MECHANICS

7.1. Draw Structure. Subject to the terms and conditions set forth in this Agreement, and subject to City approval and compliance with Applicable Laws, City funding for the Project shall be disbursed in progress-based monthly draws ("**Draws**"). Draws are intended to reimburse eligible, Project-related costs incurred in connection with the design and construction of the City Improvements as set forth herein.

(a) The City's reimbursement obligation for the costs RGLP incurs in the design and construction of the Garage and all ancillary improvements related and necessary on-site improvements, including utilities; drainage; hardscape, except for street, road or access improvements; landscape; lighting; signage; and appurtenant facilities required to support the Garage is capped at twenty million dollars (\$20,000,000).

(b) The City's reimbursement obligation for the costs RGLP incurs in the design and construction of the Police Substation and all ancillary improvements related and

necessary on-site improvements, including utilities; drainage' hardscape, except for street, road or access improvements; landscape; lighting; signage; and appurtenant facilities required to support the Police Substation is capped at one million dollars (\$1,000,000).

- (c) The City's reimbursement obligation for the Public Open Space Improvements is limited to fifty-percent of the reimbursement eligible costs RGLP incurs in the design and construction of the Public Open Space Improvements up to a maximum of one million dollars (\$1,000,000).
- (d) To secure the conveyance of the Garage Parcel and the Public Open Space Access Easement as required in this Agreement, the City shall not be required to pay any draws for the construction of the City Improvements and Public Open Space Improvements, which includes the costs identified in Sections 7.2 (b) through (i) below and the Development Manager Fee on such costs, until the Garage Parcel and Public Open Space Access Easement have been conveyed to the City.

7.2. Eligible Costs. Subject to City approval and compliance with Applicable Laws, eligible costs for reimbursement through Draws (“**Eligible Costs**”) shall include all City Improvements Project Costs, except for Ineligible Costs, incurred by or on behalf of RGLP in connection with the development, design, permitting, procurement, construction, equipping, and delivery of the City Improvements as described in Section 2(e) , including without limitation:

- (a) architectural, engineering, and other professional services except legal services other than legal fees incurred in complying with Title 34's public bidding requirements;
- (b) construction costs, including costs of the general contractor, subcontractors, and suppliers;
- (c) construction management, project administration, scheduling, cost control, and field supervision costs;
- (d) insurance, bonds, and surety costs required in connection with the construction of the City Improvements;
- (e) testing, inspection, surveying, geotechnical, and environmental services;
- (f) permits, governmental approvals, and third-party review fees (excluding City development impact fees);
- (g) temporary utilities, site security, safety measures, and construction facilities;
- (h) commissioning, punch-list completion, close-out, and warranty administration costs;
- (i) approved contingencies incorporated into the Project budget; and
- (j) the Development Manager Fee payable pursuant to Section 4.5.

7.3. Payment of Contractors by RGLP. RGLP shall be responsible for the timely payment of all contractors, subcontractors, consultants, and vendors retained in connection with the design and construction of the City Improvements. Reimbursement by the City through Draws shall be made only for Eligible Costs actually incurred and

paid by RGLP as provided herein. All Draws submitted to the City are subject to City review, approval, appropriation, and compliance with Applicable Laws.

7.4. Draw Requests. Each Draw request shall be submitted in a form approved by the City and shall include reasonable supporting documentation requested by the City, which shall include invoices, lien waivers, and certifications and shall have been reviewed and approved by RGLP.

7.5. Review and Approval. The City shall review each Draw request for compliance with this Agreement, Applicable Laws, and available appropriations. The City may approve, partially approve, or reject a Draw request in its reasonable discretion. Approval of a Draw does not constitute acceptance of the underlying work.

7.6. Timing of Payment. Approved Draws shall be paid in accordance with the terms set forth herein. The City shall have no obligation to advance funds or make payments in excess of the maximum amounts for the City Improvements and the Public Open Space Access Improvements as described in Section 7.1 and the subsections therein.

7.7. Withholding; Audit Rights. The City may withhold payment for disputed, incomplete, or non-compliant work. The City retains the right to audit all Draw requests and supporting documentation in accordance with its record retention policies.

7.8. No Guarantee of Funding. The Draw procedures set forth herein do not obligate the City to fund the Project beyond amounts set forth in this Agreement.

7.9. Limited Reimbursement of Pre-Title 34 Architectural and Engineering Costs. Notwithstanding Section 6.3 or any provision of this Agreement to the contrary, the Parties acknowledge that certain architectural and engineering services related to the Garage have been performed by or on behalf of RGLP prior to initiation of procurement under A.R.S. Title 34. Subject to City approval, the City shall reimburse RGLP for eligible architectural and engineering costs for the City Improvements, including architectural and engineering costs incurred prior to the execution of this agreement and Title 34 procurement up to a maximum of \$500,000. The reimbursements provided hereunder are part of the City's reimbursement obligation under Section 7.1(a) above.

Any such reimbursement shall be processed through the Draw procedures set forth in this Article 7 as a discrete reimbursement draw not tied to construction progress, subject to City review and approval, shall be limited to costs directly related to the Garage, and shall be contingent upon execution of this Agreement.

7.10. Construction Cost Risk. Except for City-directed scope changes or delays, RGLP shall be responsible for contracting for and delivering the City Improvements within the maximum amounts set forth in Section 7.1 and the subsections therein.

7.11. No Third-Party Reliance; No Beneficiaries. No contractor, consultant, or other third party shall be deemed a third-party beneficiary of this Agreement, nor shall any such party be entitled to rely upon any payment, approval, inspection, or review by the City as

evidence of acceptance, approval, or completion of any portion of the City Improvements.

7.12. Acceptance of City Improvements. Payment of any Draw, including final payment, shall not constitute acceptance of any portion of the City Improvements. Acceptance of the City Improvements occurs only when the City issues Final Acceptance of the City Improvements or any component thereof.

7.13. City Payments, Payment Request Requirements. This Section 7.13 is intended to supplement and further detail the Draw procedures set forth in Sections 7.1 through 7.12. Subject to the express limitations set forth in this Agreement, the City shall reimburse Eligible Costs incurred in connection with the City Improvements through monthly progress-based Draws (each, a “**Payment Request**”).

- (a) Submission of Payment Requests. RGLP shall submit Payment Requests not more than once per calendar month. Each Payment Request shall include, as applicable:
 - (i) an Application and Certificate for Payment (AIA Document G702, or then-current equivalent) executed by RGLP certifying the percentage and value of work completed during the applicable payment period and that all work for which reimbursement is requested has been performed in accordance with this Agreement and applicable construction contracts procured pursuant to A.R.S. Title 34;
 - (ii) a summary schedule identifying each line item of the approved City Improvements budget and the approved budget for the Public Open Space Improvements, including total budgeted amount, amounts previously reimbursed, amount requested, and remaining balance;
 - (iii) invoices and conditional lien waivers from contractors and subcontractors furnishing labor or materials for which reimbursement is requested, which shall be in substantially the form required by A.R.S. § 33-1008;
 - (iv) unconditional lien waivers for the prior reimbursements paid by the City demonstrating that the City's payment was received and distributed to the contractors and subcontractors that furnished the labor and materials for which the City's payment was made and that the lien/bond rights for those costs are released;
 - (v) to the extent the Development Manager Fee is included in the Payment Request, invoices from RGLP for the Development Manager Fee shall illustrate the calculation of the Development Manager Fee;
 - (vi) a continuation sheet (AIA Document G703, or equivalent); and
 - (vii) invoices and supporting documentation from architects, engineers, and other design professionals performing services during the applicable period, to the extent not otherwise included above.

- (b) Review and Approval. Within twenty-one (21) days of receipt of a Payment Request from RGLP, the City shall review each Payment Request and shall approve or disapprove the Payment Request and pay RGLP for approved Payment Requests
- (c) Disapproval. If the City disapproves a Payment Request, the City shall provide written notice specifying the reasons for disapproval within the applicable review period.
- (d) Limited Waiver. City approval of any Payment Request despite the existence of an unmet condition shall constitute a waiver only with respect to that specific Payment Request and shall not waive such condition for future Payment Requests.
- (e) Withholding. The City may withhold approval of all or a portion of any Payment Request to the extent reasonably necessary to protect the City from loss due to any of the following:
 - (i) an uncured material default by RGLP;
 - (ii) defective or non-conforming work not timely remedied; or
 - (iii) failure to timely pay contractors or consultants, absent a bona fide dispute.
- (f) Disputed Amounts. In the event of a dispute regarding a Payment Request, the City shall pay all undisputed amounts, and RGLP shall continue performance. Disputed amounts shall be paid upon resolution of the dispute in accordance with this Agreement.

7.14. Conditions to Final Payment. The City's obligation to make final payment of approved Eligible Costs for the City Improvements and Development Manager Fee, is subject to the satisfaction of the conditions set forth in this Article 7 and the following conditions:

- (a) Conveyances. Conveyance of the Garage Parcel in accordance with the requirements of Section 8.1, the conveyance to the City of the Public Open Access Easement in accordance with the requirements of Section 8.2.
- (b) RGLP shall have satisfied in full the McDowell Road Improvement District Assessment(s) for the assessment parcel that includes the Garage Parcel in full or, if such assessment was reallocated as set forth in Section 8.5, RGLP shall have satisfied the Garage Parcel Assessment.
- (c) Completion of Work. The City Improvements shall have been completed in accordance with this Agreement, approved plans and specifications, and Applicable Laws, including completion and correction of all punch-list items.
- (d) Inspections and Approvals. All required inspections, certifications, and approvals by applicable governmental authorities shall have been obtained, including

issuance of a final certificate of occupancy, if applicable, and all permits and authorizations necessary for lawful use and operation of the City Improvements.

- (e) Contractor and Consultant Certifications. RGLP shall deliver to the City certifications from the applicable contractors and design professionals retained pursuant to A.R.S. Title 34 confirming that the City Improvements have been completed in accordance with approved plans and Applicable Laws, that no uncured notices of violation or non-conformity remain outstanding, that all required utility connections have been completed, and that the City Improvements are ready for occupancy or use.
- (f) Conditional Waiver and Release on Final Payment. Receipt of a conditional waiver and release on final payment for all work performed within the Garage Parcel.
- (g) Personal Property. To the extent personal property will be included as part of the City Improvements that will be owned by the City, RGLP shall deliver to the City a bill of sale and inventory describing such personal property, free and clear of liens.
- (h) Close-Out Deliverables. The City shall have received, or received a written commitment for delivery within a reasonable period, of:
 - (i) final as-built plans, record drawings, or specifications certified by the contractor and architect of record, as applicable;
 - (ii) operating manuals and maintenance instructions; and
 - (iii) an assignment of warranties and copies of all applicable warranties relating to the City Improvements in the form attached hereto as Exhibit C.

If the conditions set forth in subsections (a) through (e) herein have been satisfied, the City may release final payment except for an amount reasonably estimated to cover the cost of any outstanding close-out deliverables, which amount may be retained until such items are delivered.

- (i) No Waiver of Acceptance Standards. Final payment shall not constitute acceptance of any defective or non-conforming work, nor shall it waive any rights of the City under this Agreement or Applicable Laws.

7.15. Conditions to Final Acceptance. The City shall issue Final Acceptance of the City Improvements after the Final Payment is made and all of the close-out deliverables identified in Section 7.14(g) above and the final unconditional lien waivers for the Project have been received by the City.

8. LAND CONVEYANCE

8.1. Conveyance Obligation; Garage and Police Substation. In exchange for the City's commitments under this Agreement, and subject to the terms and conditions of this Agreement, RGLP shall convey to the City by special warranty deed and free of all liens, taxes, assessments, monetary obligations, and all other encumbrances objected to by the City, the Garage Parcel.

8.2. Conveyance Obligation: Public Open Space Access Easement. Subject to the terms and conditions of this Agreement, RGLP shall convey to the City, at no cost to the City, free of all liens, taxes, monetary obligations, and other encumbrances objected to by the City, a perpetual Public Open Space Access Easement that grants, public use of pedestrian walkways, plaza areas, and pedestrian furniture and other improvements usable by the public over through and across the Public Open Space Easement Area as defined in Section 2(p) above. The easement(s), which shall be consented to by the Property Owners Association, shall require the Property Owners Association to operate, maintain, repair, and replace the improvements constructed within the Public Open Space Easement Area at its sole cost and expense and to defend, indemnify and hold harmless the City for any and all claims asserted against it arising from, related to or alleged to have arisen from or to be related to the use of the Public Open Space Easement. The easement shall run with the land but shall include a provision that allows the Public Open Space Access Easement to be relocated subject to the administratively approved revised written easement agreement of the City and the then owner of the Public Open Space Easement Area on the relocation and the amenities to be constructed within the relocated easement.

8.3. Conditions for City Acceptance of Conveyances. The City may refuse to accept the conveyance of the Garage Parcel if the City determines that the Phase 1 Environmental site assessment that is to be provided pursuant to Section 8.13 indicates the presence of potential environmental liabilities within the Garage Parcel or if RGLP fails to clear all of the title exceptions applicable to the Garage Parcel objected to by the City as provided in Sections 8.7 & 8.8. If the City refuses to accept the conveyance of the Garage Parcel as provided herein, the City may terminate this Agreement. The City may refuse to accept the conveyance of the Public Open Space Access Easement if the City determines that the Phase 1 Environmental site assessment that is to be provided pursuant to Section 8.13 indicates the presence of potential environmental liabilities within the Public Open Space Easement Area or if RGLP fails to clear all title exceptions applicable to the Public Open Space Easement Area objected to by the City as provided in Sections 8.7 & 8.8. If the City refuses to accept the conveyance of the Public Open Space Access Easement, the City shall not be required to reimburse RGLP for any of the costs associated with the Public Open Space Improvements.

8.4. Timing of Conveyance. Conveyance of the Garage Parcel and the Public Open Space Access Easement shall occur prior to commencement of any vertical construction of the City Improvements and the Public Open Access Improvements.

8.5. Acts Affecting the Garage Parcel and Public Open Space Easement Area. From and after the Effective Date and until conveyance of the Garage Parcel and the Public Open Space Access Easement to the City, RGLP shall not, without the prior written consent of the City:

- (a) enter into or create any lease, license, occupancy right, improvement district, community facilities district, owners' association, mortgage, pledge, or other encumbrance affecting the Garage Parcel or the Public Open Space Easement Area, except for leases or occupancy rights that will be terminated prior to conveyance;
- (b) create or agree to any new exception to title affecting the Garage Parcel or the Public Open Space Easement Area, or amend any permitted exception; or
- (c) take any action that would materially impair RGLP's ability to convey the Garage Parcel or the Public Open Space Easement Area in accordance with this Agreement.

Except as provided herein, RGLP shall timely pay all real property taxes attributable to periods prior to conveyance of the Garage Parcel and shall ensure that no taxes become delinquent prior to conveyance. Prior to the conveyance of the Garage Parcel, RGLP shall, at its sole cost and expense: (i) satisfy in full the McDowell Road Improvement District Assessment(s) for the assessment parcel that includes the Garage Parcel in full or (ii) apply to reallocate the portion of the McDowell Road Improvement District Assessment(s) for the assessment parcel that includes the Garage Parcel attributable to the Garage Parcel (the "**Garage Parcel Assessment**") and provide the City with financial assurances in a form and in an amount acceptable to the City Manager or his/her designee to ensure payment of the Garage Parcel Assessment upon completion of the reallocation.

8.6. Entry. The City and its agents and representatives shall be entitled to enter upon the Garage Parcel and the Public Open Space Easement Area for inspection, soils report, environmental report, and examination prior to the Conveyance Date. To the extent permitted by law, the City hereby indemnifies, defends and holds RGLP harmless from any out-of-pocket damages or liabilities (including reasonable attorney's fees) arising from the activities of the City, its agents or representatives on the Garage Parcel or the Public Open Space Easement Area. Notwithstanding anything contained in this Agreement to the contrary, the City's obligation to indemnify RGLP as set forth herein shall survive the conveyance to the City of the Garage Parcel and the Public Open Space Easement Area and any termination of this Agreement. Notwithstanding anything contained in the Agreement to the contrary, if the City does not proceed with the acquisition of the Garage Parcel or the Public Open Space Access Easement, the City shall restore the property to as good a condition as practicable prior to this examination of the property, which obligation shall survive the termination of this Agreement.

8.7. Condition of Title. Subject to the provisions of Section 8.8, the Garage Parcel and the Public Open Space Access Easement shall be conveyed free and clear of all liens,

assessments, taxes, monetary obligations and all other encumbrances objected to by the City.

8.8. Preliminary Title Commitment. Within thirty (30) days after the Effective Date, RGLP shall deliver to the City a commitment for an ALTA Policy of Title Insurance (the "Title Commitment") for the Garage Parcel and the Public Open Space Easement Area, together with legible copies of all documents referenced therein. The policy amount shall be Three Million Dollars (\$3,000,000.00).

The City shall have the right, within thirty (30) days of receipt of the Title Commitment, to review and approve the Title Commitment and any amendments thereto. RGLP shall not be allowed to execute or agree to record any additional title exceptions following the delivery of the Title Commitment without the City's approval. The City shall have the right to further review and approve any amended Title Commitment if additional material adverse exceptions are raised that do not result from the acts of the City. If the City does not object to any matters shown on the Title Commitment within such thirty (30) day period, the City shall be deemed to have approved the matters shown on the Title Commitment. RGLP shall not be required to remove or cure title exceptions that do not materially interfere with the City's ownership, operation, maintenance and use of the City Improvements or the exercise of the rights granted to the City under the Public Open Space Access Easement, as reasonably determined by the City and disclosed to the City prior to conveyance. The Parties agree that the application of the Declaration of Covenants, Conditions, Restrictions and Easements for GSQ Regional Center recorded in document 2024 0548135 (the "**GSQ CC&Rs**") will materially interfere with the City's ownership, operation, maintenance, and use of the City Improvements located on the Garage Parcel. Accordingly, RGLP, as the Declarant under the GSQ CC&Rs, shall, prior to conveyance of the Garage Parcel, amend the provisions in the GSQ CC&Rs to eliminate the Garage Parcel from the property subject to the GSQ CC&Rs and record such amendment in the official records of the Maricopa County. If RGLP is unable or unwilling to remove any matters which the City has objected to the City may acquire the property subject to such matters or terminate this agreement by providing written notice to RGLP.

RGLP shall be under an affirmative obligation, on or before conveyance of the Garage Parcel and the Public Open Space Access Easement, to eliminate or cause to be removed, released, bonded around, or insured over, in accordance with Applicable Laws, the following title matters, without objection by the City:

- (a) any voluntary financing liens or monetary encumbrances created by or through RGLP that are capable of being satisfied by payment;
- (b) any judgment liens, mechanics' or materialmen's liens, tax liens, or other non-consensual monetary liens against RGLP affecting the property;
- (c) improvement district assessments on the Garage Parcel; and

All title exceptions not objected to by the City in writing prior to conveyance shall be deemed approved as permitted exceptions. Nothing in this Section shall be construed to obligate the City to accept title subject to any unapproved material adverse exception.

8.9. No Reversionary Interest. The Parties acknowledge and agree that, upon conveyance, the Garage Parcel shall be owned by the City in fee simple, and RGLP shall retain no reversionary interest or right of reacquisition unless the City thereafter elects to not proceed with construction of the City Improvements.

8.10. Liens and Encumbrances. Neither RGLP nor any contractor, subcontractor, consultant, or other person claiming by, through, or under RGLP shall place, or permit to be placed, any lien or other encumbrance against any portion of the Garage Parcel, any City-owned interest therein, except for those liens or encumbrances expressly approved by the City and identified as permitted exceptions to title.

In the event any lien or encumbrance is recorded against the Garage Parcel, or City-owned improvements in violation of this Section, RGLP shall, at its sole cost and expense, promptly cause such lien or encumbrance to be released, discharged, or bonded around in accordance with Applicable Laws, so as to remove the lien as a cloud on title.

8.11. ALTA Survey. Prior to conveyance of the Garage Parcel and the Public Open Space Access Easement, RGLP shall provide to the City, at RGLP's sole cost and expense, a current ALTA/NSPS Land Title Survey of the Garage Parcel and the Public Open Space Easement Area, prepared by a licensed surveyor acceptable to the City. The City shall have a period of thirty (30) days from its receipt of the Survey (the "Survey Review Period") to approve the Survey.

8.12. Environmental Assessment. Prior to conveyance of the Garage Parcel and the Public Open Space Easement Area, RGLP shall provide the City with a current Phase I Environmental Site Assessment prepared in accordance with applicable ASTM standards. RGLP makes no representation or warranty regarding environmental conditions except as expressly set forth in this Agreement.

- (a) Additional Environmental Reports. Within thirty-five (35) days after the Effective Date, RGLP shall deliver to the City true and correct copies of any soils, hydrology, geotechnical, geological, or similar environmental reports in RGLP's possession relating to the Garage Parcel and the Public Open Space Easement Area. Delivery of such reports shall be for informational purposes only and shall not be deemed a representation or warranty as to environmental conditions.
- (b) Certification. Prior to conveyance of the Garage Parcel and the Public Open Space Access Easement, RGLP shall cause the Phase I Environmental Site Assessment to be certified to the City by the environmental professional who prepared such assessment.

8.13. As-Is Conveyance; No Reliance; Release. The City acknowledges and agrees that the Garage Parcel will be conveyed "AS IS, WHERE IS, AND WITH ALL FAULTS,"

without representations or warranties of any kind, express or implied, except as expressly set forth in this Agreement or the conveyance instrument. The City further acknowledges that neither RGLP nor any of its affiliates, members, managers, partners, officers, employees, or consultants has made any representation, warranty, statement, or guaranty regarding the Garage Parcel, and that the City has not relied and will not rely upon any such matters except as expressly stated herein.

The City expressly acknowledges that the Garage Parcel is undeveloped, that development will require approvals, dedications, exactions, and compliance with Applicable Laws, and that all such matters shall be the City's sole responsibility following conveyance. Any information provided by or on behalf of RGLP regarding the Garage Parcel is provided for informational purposes only, without warranty, and subject to the City's independent investigation and verification.

To the maximum extent permitted by law, and except for RGLP's express obligations under this Agreement, the City, on behalf of itself and its successors and assigns, releases and discharges RGLP and its affiliates from any and all claims arising out of or relating to the physical condition of the Garage Parcel as of the date of conveyance, including subsurface conditions, environmental conditions, zoning or land use matters, and the suitability of the Garage Parcel for the City Improvements; provided, however, that nothing herein shall be deemed to release claims arising from gross negligence, willful misconduct, or violations of applicable environmental laws.

9. OWNERSHIP OPERATIONS AND MAINTENANCE

9.1. Ownership of City Improvements. Upon conveyance of the Garage Parcel and the acceptance of the City Improvements pursuant to a Final Acceptance issued by the City, the Garage, and Police Substation, and related infrastructure constructed within the Garage Parcel, shall be owned by the City in fee simple.

9.2. Operation and Maintenance Responsibility. Except as expressly provided in Section 9.5 (Maintenance Cost Allocation for Garage), or in a separate agreement approved by City, the City shall be solely responsible for the operation, maintenance, repair, and replacement of the City Improvements following their completion and Final Acceptance by the City.

9.3. Standards of Maintenance. The City shall operate and maintain the Garage in a manner consistent with generally applicable City standards for similar public facilities, subject to availability of funds and Applicable Laws.

9.4. Parking Operations. The City, in its sole discretion, shall be responsible for determining and setting all rules, policies, and regulations governing the operation, management, and use of the Garage. Nothing in this Agreement shall be construed to grant RGLP or Property Owners Association any right to control or participate in parking operations unless expressly set forth in a separate agreement.

9.5. Maintenance Cost Allocation.

- (a) Maintenance. In exchange for the right to count parking spaces towards their requirement under Applicable Law, the Property Owners Association shall share the ongoing maintenance, repair, and replacement costs for the Garage (exclusive of the Police Substation, which shall be maintained by the City's expense) with Property Owners Association responsible for 50% of the such costs, as more particularly set forth in this Section 9.5 unless otherwise modified by written agreement with the City.
- (b) Documentation of Cost-Sharing. The Parties acknowledge that the allocation and administration of Maintenance Costs may be further documented in a separate maintenance or operations agreement approved by the Parties; provided, however, that the obligation to share Maintenance Costs as set forth in this Section 9.5 shall not be negated solely by the absence of such separate agreement and that any City payment obligation remains subject to appropriation.
- (c) Scope of Maintenance Costs. For purposes of this Section, "Maintenance Costs" shall include routine maintenance, structural repairs, resurfacing, cleaning, lighting, security systems, and other costs customarily associated with the operation and upkeep of a public parking structure, as reasonably determined by the City.
- (d) Adjustment for Future Expansion. In the event the Garage is expanded in the future to provide additional parking spaces, the allocation of Maintenance Costs shall be equitably adjusted so that the Party benefiting from such additional parking capacity bears responsibility for the Maintenance Costs attributable to the additional spaces, as determined pursuant to a separate written agreement approved by the Parties.
- (e) Nothing in this Agreement shall obligate the City to implement payment procedures or administrative mechanisms for Maintenance Costs except as approved by the City; provided, however, that the cost-sharing obligation set forth in Section 9.5(a) shall remain binding.
- (f) No Operational Control. The Property Owners Association contributions toward Maintenance Costs, shall not confer any right or obligation to control, manage, or operate the Garage, all of which shall remain within the sole discretion of the City.

9.6. No RGLP Liability. RGLP shall not be responsible for, and shall have no liability for, the operation, use, maintenance, or condition of the City Improvements that the City is to own following their conveyance and Final Acceptance by the City.

9.7. No Third-Party Rights. Nothing in this Article shall be construed to create rights in any third party, including without limitation any tenants, users, or occupants of GSQ or adjacent properties except for the rights of the Property Owners Association to determine which Private Parcels may count the applicable parking spaces in the Garage toward their requirements under Applicable Law.

9.8. Survival. The provisions of Sections 9.2 through 9.7 inclusive, including all subsections therein shall survive the expiration or termination of this Agreement.

10. CITY REPRESENTATIONS

The City represents and warrants to RGLP that:

10.1. Authority. The City has the full right, power and authorization to enter into and perform this Agreement and each of the City's obligations and undertakings under this Agreement, and the City's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of the City Code.

10.2. Funding. The City represents and warrants that, prior to commencement of construction of the City Improvements (or any material component thereof), the City Council will have approved and appropriated funds as set forth in this Agreement.

10.3. Approvals. All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

10.4. Further Assurances. The City will execute and acknowledge, when appropriate, all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

10.5. Litigation. The City knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the City or its officials with respect to this Agreement that has not been disclosed in writing to RGLP.

10.6. Enforceability. This Agreement (and each undertaking of the City contained herein) constitutes a valid, binding and enforceable obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The City will defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names the City as a party or which challenges the authority of the City to enter into or perform any of its obligations hereunder and will cooperate with RGLP in connection with any other action by a third party in which RGLP is a party and the benefits of this Agreement to RGLP are challenged. The severability and reformation provisions of Section 16.23 shall apply in the event of any successful challenge to this Agreement or to any provision hereof.

10.7. No Conflict. The execution, delivery and performance of this Agreement by the City is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which the City is a party or is otherwise subject.

10.8. No Improper Payments. The City has not paid, given or received from, and will not pay, give or receive from, any Third Party any money or other consideration for obtaining

this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

10.9. Counsel. The City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

10.10. No Adverse Actions. The City has no knowledge, and the City has received no notice, of any plan, study or effort of regulatory authorities which would materially adversely affect the use of the Garage Parcel, or any portion thereof, for its intended uses or any intended public improvements which will result in any charge being levied against, or any lien assessed upon, or any special assessment lien on the Garage Parcel or any portion thereof, and the City will not take any such action.

10.11. Assessments and Moratoria. The City has no knowledge, and the City has received no notice, of any plan, study or effort of regulatory authorities which would materially adversely affect the use of the Garage Parcel, or any portion thereof, for its intended uses or any intended public improvements which will result in any charge being levied against, or any lien assessed upon, or any special assessment lien on the Garage Parcel or any portion thereof, and the City will not take any such action. Except for assessments levied in connection with the existing McDowell Road Improvement District, the City has no knowledge of any improvement district assessments, special assessments or community facilities assessments which have been levied against the Garage Parcel or any existing water, sewer or building moratoria on the Garage Parcel.

11. REPRESENTATIONS BY RGLP

RGLP, in its capacity as owner and Development Manager, represents and warrants to the City that, as of the Effective Date:

11.1. Authority. RGLP has the full right, power and authorization to enter into and perform this Agreement and each of RGLP's obligations and undertakings under this Agreement, and the execution, delivery and performance of this Agreement by RGLP have been duly authorized and agreed to in compliance with RGLP's organizational documents.

11.2. Approvals. All consents and approvals necessary to the execution, delivery, and performance of this Agreement by RGLP have been obtained; provided, however, RGLP makes no representation that the Garage Parcel has been released from lender lien as of the Effective Date. Any release of the Garage Parcel from lender's collateral shall be obtained in connection with the conveyance of the Garage Parcel to the City, and RGLP shall not be required to obtain such release until such conveyance.

11.3. Further Assurances. RGLP will execute and acknowledge, when appropriate, all documents and instruments and take all actions reasonably necessary to implement, evidence and enforce this Agreement.

11.4. Litigation. As of the Effective Date, RGLP has no knowledge of any litigation, proceeding or investigation pending or threatened against RGLP which would materially impair RGLP's ability to perform its obligations under this Agreement and which has not been disclosed in writing to the City.

11.5. Enforceability. This Agreement (and each undertaking of RGLP contained herein) constitutes a valid, binding and enforceable obligation of RGLP, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. RGLP will defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names RGLP as a party or which challenges RGLP's authority to enter into or perform its obligations hereunder and will cooperate with the City in connection with any other action by a third party in which the City is a party and the benefits of this Agreement to the City are challenged. The severability and reformation provisions of Section 16.24 shall apply in the event of any successful challenge to this Agreement or any provision hereof.

11.6. No Conflict. The execution, delivery and performance of this Agreement by RGLP is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which RGLP is a party or by which it is bound.

11.7. No Improper Payments. RGLP has not paid, given or received from, and will not pay, give or receive from, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

11.8. Assessments and Moratoria. RGLP has no knowledge, and RGLP has received no notice, of any plan, study or effort of regulatory authorities which would materially adversely affect the use of the Garage Parcel, or any portion thereof, for its intended uses or any intended public improvements which will result in any charge being levied against, or any lien assessed upon, or any special assessment lien on the Garage Parcel or any portion thereof, and RGLP will not take any such action. Except for assessments levied in connection with the existing McDowell Road Improvement District, RGLP has no knowledge of any improvement district assessments, special assessments or community facilities assessments which have been levied against the Garage Parcel or any existing water, sewer or building moratoria on the Garage Parcel.

11.9. RGLP has no knowledge of any written notices of any uncured violations of any governmental regulations relating to the Garage Parcel or that any such uncured violations exist.

11.10. To RGLP's knowledge, there has been no production, disposal or storage on the Garage Parcel of any hazardous waste (or other toxic or radioactive substance or matter) in violation of Applicable Laws, RGLP has not received any written notices of any uncured violation of hazardous waste statutes or regulations relating to the Garage Parcel. To RGLP's knowledge, as of the Effective Date there is no proceeding or inquiry by any authority with respect to any uncured environmental law violations on the Garage Parcel,.

11.11. To RGLP's knowledge, RGLP has not received any written notice that any portion of the Garage Parcel is now being or has ever been used for the discharge or disposal of a pollutant or waste in violation of Applicable Laws which remains uncured, for the treatment or disposal of refuse or sewage in violation of Applicable Laws, or for the operation of any underground storage tanks in violation of Applicable Laws.

11.12. Counsel. RGLP has been assisted by counsel of their own choosing in connection with the preparation and execution of this Agreement.

12. NON-PERFORMANCE

12.1. Events of Non-Performance by RGLP. An “Event of Non-Performance” by RGLP under this Agreement shall mean the occurrence of any of the following events, provided that such event remains uncured after the expiration of the applicable cure period set forth in Section 12.3:

- (a) Failure by RGLP to comply with material dates or milestones expressly required of RGLP under this Agreement relating to the commencement or completion of the City Improvements, if any, as approved by the City pursuant to Applicable Laws (a “**Construction Failure**”);
- (b) Any representation or warranty made by RGLP in this Agreement that was materially inaccurate when made or becomes materially inaccurate during the Term and has a material adverse effect on the City;
- (c) The recordation of any mechanic’s, materialmen’s, or other lien against the Garage Parcel or City Improvements prior to completion of the City Improvements, unless RGLP bonds around or otherwise discharges such lien within a reasonable period after notice;
- (d) Any prohibited assignment or transfer of this Agreement in violation of Article 14;
- (e) Failure by RGLP to comply with its indemnity or insurance obligations under this Agreement; or
- (f) Failure by RGLP to perform any other material covenant or obligation expressly required of RGLP under this Agreement.

12.2. Events of Non-Performance by the City. An “Event of Non-Performance” by the City under this Agreement shall mean the occurrence of any of the following events, provided that such event remains uncured after the expiration of the applicable cure period set forth in Section 12.3:

- (a) Any representation or warranty made by the City in this Agreement that was materially inaccurate when made or becomes materially inaccurate during the Term; or

- (b) Failure by the City to perform any material covenant or obligation expressly required of the City under this Agreement, excluding any action or inaction that is expressly subject to City Council approval or appropriation of funds.

12.3. Grace Periods; Notice and Cure. Upon the occurrence of an Event of Non-Performance by any Party, the non-defaulting Party shall provide written notice to the non-performing Party specifying the nature of the Event of Non-Performance. The non-performing Party shall have:

- (a) Thirty (30) days to cure an Event of Non-Performance;
- (b) if such Event of Non-Performance is not reasonably capable of being cured within such period, such longer period (not to exceed an additional sixty (60) days) as is reasonably necessary, provided that the cure is commenced within the applicable period and diligently pursued to completion.

Notwithstanding anything to the contrary herein, failure by the City to appropriate funds, include the Project in a capital improvement program, approve financing, or elect to proceed with construction of the Project or any phase thereof shall not constitute an Event of Non-Performance, provided, however, the City's failure to do so shall relieve RGLP of the obligations set forth herein.

12.4. Remedies for Event of Non-Performance. If an Event of Non-Performance is not timely cured in accordance with Section 12.3, the non-defaulting Party may exercise the following remedies, subject to the limitations set forth herein and Applicable Laws:

- (a) Remedies of the City. Subject to the provisions of this Agreement and Applicable Laws, the City's remedies for an uncured Event of Non-Performance by RGLP shall include:
 - (i) If the Event of Non-Performance consists of a Construction Failure relating to RGLP's failure to cause commencement of construction of the City Improvements following all required City approvals and appropriations, the City may terminate this Agreement and cease payment of City Payments for costs first incurred after termination.
 - (ii) With respect to any other uncured Event of Non-Performance by RGLP, the City may terminate this Agreement and pursue any remedies available at law or in equity; provided, however, that the City waives any right to recover consequential, incidental, punitive, or exemplary damages.
 - (iii) The City may seek injunctive or mandamus-type relief to address public safety concerns or to enjoin activities not in compliance with this Agreement.
- (b) Remedies of RGLP. Subject to Applicable Laws, RGLP's remedies for an uncured Event of Non-Performance by the City shall be limited to:

- (i) Recovery of amounts expressly owed and appropriated under this Agreement; and
- (ii) Injunctive or mandamus-type relief requiring the City to perform nondiscretionary obligations expressly required by this Agreement.

RGLP expressly waives any claim for consequential, incidental, punitive, or exemplary damages arising from an Event of Non-Performance by the City.

12.5. Delays; Waivers. No delay or failure by any Party to exercise any right or remedy shall operate as a waiver of such right or remedy, nor shall any waiver of an Event of Non-Performance constitute a waiver of any subsequent Event of Non-Performance.

12.6. Enforced Delay. Neither Party shall be deemed in Event of Non-Performance for delays caused by events beyond its reasonable control, including acts of God, governmental actions, litigation, labor disputes, severe weather, or similar causes (“**Enforced Delay**”), provided that the affected Party promptly notifies the other Party and uses commercially reasonable efforts to resume performance.

Enforced Delay shall not include delays resulting solely from the City’s discretionary decision not to appropriate funds or proceed with the Project.

12.7. Rights and Remedies Cumulative. Except as expressly limited herein, the rights and remedies of the Parties under this Agreement are cumulative and not exclusive.

13. **DISPUTE RESOLUTION, INSURANCE, INDEMNIFICATION, LIMITATION OF LIABILITY**

13.1. Representatives. To further the cooperation of the Parties in implementing this Agreement, the City and RGLP shall each designate and appoint a representative to act as a liaison among the City and its various departments and RGLP, respectively, with respect to coordination and administration of matters arising under this Agreement.

The initial representative of the City shall be the City Manager, or such other person as the City may designate from time to time by written notice to RGLP (the “**City Representative**”). The initial representative of RGLP shall be its designee identified by RGLP from time to time by written notice to the City (the “**RGLP Representative**”).

The City Representative and the RGLP Representative shall be available at all reasonable times to discuss and review the performance of the Parties and the development, design, and construction of the Project. Designation of a representative pursuant to this Section is intended for coordination and communication purposes only and shall not be construed to authorize any representative to amend this Agreement, bind the designating Party, or waive any rights or obligations under this Agreement unless expressly authorized in writing in accordance with this Agreement.

13.2. Impasse. The City acknowledges and agrees that it is desirable for RGLP to proceed rapidly with the implementation of this Agreement and the development of the Project. Accordingly, to the extent not inconsistent with Applicable Laws, the Parties agree that if at any time RGLP believes an impasse has been reached with City staff on any issue affecting the Project which is not an Event of Non-Performance, RGLP shall have the right to immediately appeal to the City Representative for an expedited decision pursuant to this Section 13.2.

If the issue on which an impasse has been reached is an issue where a final decision can be reached by City staff, the City Representative shall give RGLP a final administrative decision within seven (7) business days after receipt of RGLP's request for an expedited decision.

If the issue on which an impasse has been reached is one where a final decision requires action by the City Council, the City Representative shall request a City Council hearing on the issue to take place at the first regular council meeting scheduled thirty (30) days after RGLP's request for an expedited decision; provided, however, that if the issue is appropriate for review by the City's Planning and Zoning Commission, the matter shall be submitted to the Planning and Zoning Commission at the first scheduled Planning and Zoning Commission meeting thirty (30) days after RGLP's request for an expedited decision, and then to the City Council at its first meeting following the Planning and Zoning Commission hearing and the applicable public notice period.

Each of the Parties agrees to continue to use reasonable good faith efforts to resolve any impasse pending such expedited decision. Except as otherwise provided herein, the City Improvements are for the benefit of the City and RGLP shall have no claim against the City for delays in the completion of the City Improvements.

13.3. Mediation. If there is a dispute arising under this Agreement that is not an Event of Non-Performance and which the applicable Parties cannot resolve between themselves within the time frame set forth in Section 13.2, or which is not resolved to the satisfaction of RGLP as provided in Section 13.2, the Parties agree that there shall be a ninety (90) day moratorium on litigation, during which time the Parties shall attempt to settle the dispute by non-binding mediation prior to the commencement of litigation.

The mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association, but shall not be administered by the AAA unless the Parties agree in writing, in which case all administrative fees shall be divided equally between the City and RGLP.

The matter in dispute shall be submitted to a mediator mutually selected by the City and RGLP. If the Parties are unable to agree upon the selection of a mediator within ten (10) days, then within five (5) days thereafter, the Parties shall request that the Presiding Judge of the Superior Court of the State of Arizona, in and for Maricopa County, appoint the mediator.

The mediator selected shall have at least ten (10) years of experience in mediating or arbitrating disputes relating to commercial real estate or development matters. The costs of the mediation shall be divided equally between the City and RGLP.

The results of the mediation shall be nonbinding, and any Party shall be free to initiate litigation upon the conclusion of the later of (i) the mediation or (ii) the ninety (90) day moratorium on litigation. The mediation shall be completed in one (1) day or less, shall be confidential and private, and shall otherwise be governed by A.R.S. § 12-2238.

13.4. RGLP Insurance. During any period in which RGLP is performing Development Manager services under this Agreement, RGLP shall maintain commercially reasonable liability insurance coverage.

13.5. No Construction Insurance Obligation. RGLP shall not self-perform construction but shall be responsible for managing and administering construction activities through contractors retained in compliance with A.R.S. Title 34. Construction insurance, including builder's risk and liability insurance in amounts reasonably acceptable to the City, shall be maintained by the applicable contractors in accordance with their contracts and Applicable Laws.

13.6. Indemnification by RGLP. RGLP shall indemnify, defend, and hold harmless the City, its elected and appointed officials, directors, employees, and agents from and against any claims, damages, liabilities, losses, or expenses, including reasonable attorneys' fees, arising out of RGLP's development management, construction management, or delivery of the City Improvements, except to the extent caused by the City's negligence or willful misconduct.

13.7. Indemnification by City. To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless RGLP and its members, managers, officers, and agents from and against any claims, damages, liabilities, losses, or expenses, including reasonable attorneys' fees, arising out of the City's operation, or maintenance of the City Improvements except to the extent caused by RGLP's negligence or willful misconduct.

13.8. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or modify any immunities, defenses, or limitations of liability available to the City under applicable law.

13.9. Survival. The following provisions of this Article 13 shall survive the expiration or termination of this Agreement: Sections 13.3; 13.6, 13.7 and 13.8.

14. ASSIGNMENT; TRANSFER

14.1. Prohibition on Assignment. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their Successors and Assigns. Except as expressly permitted herein, RGLP shall not assign, transfer, convey, or otherwise encumber this Agreement or any of its rights or obligations hereunder, in whole or in

part, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed.

14.2. Permitted RGLP Assignment. Notwithstanding Section 14.1, RGLP may assign this Agreement without City consent to:

- (a) an entity controlling, controlled by, or under common control with RGLP;
- (b) an entity resulting from a merger, consolidation, or reorganization of RGLP; or

An assignment under this Section 14.2 does not relieve the owners of property from obligations that run with the land.

14.3. City Assignment. The City may not assign this Agreement to any governmental entity, authority, or agency succeeding to the City's interest in the Project or the Garage Parcel without RGLP's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

15. RECORDATION; TERM; COVENANT RUNNING WITH THE LAND

15.1. Recordation. Following execution by the Parties, this Agreement shall be recorded in the Official Records of Maricopa County, Arizona. The City shall be responsible for recordation of this Agreement within ten (10) days of execution as required by A.R.S. § 9-500.05(D). The Parties acknowledge that recordation is intended to provide notice of the terms of this Agreement to successors and assigns.

15.2. Term. This Agreement shall commence on the Effective Date and shall remain in effect until the earlier of: (a) completion of the Project and satisfaction of the Parties' respective obligations hereunder; or (b) termination of this Agreement in accordance with Article 5.

15.3. Survival of Delivery Obligations. Termination of this Agreement shall not relieve RGLP of responsibility for completion of any portion of the City Improvements for which reimbursement has been approved or paid prior to termination, except as expressly provided herein. The obligations described in this Section 15.3 shall survive termination in accordance with, and in addition to, Section 16.14.

15.4. Release Upon Completion or Termination. Upon completion of the Project, or upon termination of this Agreement in accordance with its terms, the City shall, upon written request by RGLP, record a notice evidencing the completion or termination of this Agreement, as applicable, which notice shall release RGLP as applicable from further obligations under this Agreement, except for those provisions that expressly survive.

15.5. Outside Commencement Date. Notwithstanding anything to the contrary contained in this Agreement, if construction of the City Improvements has not commenced on or before the date that is three (3) years following the Effective Date (the "Outside Commencement Date"), this Agreement shall automatically terminate in its entirety on the Outside Commencement Date, without notice, action, or approval by either Party.

The Outside Commencement Date is a material and bargained-for limitation on the duration of this Agreement and shall not be extended, tolled, or waived except by a written amendment approved by the City Council and executed by the Parties prior to the Outside Commencement Date.

Upon expiration pursuant to this Section 15.5:

- (a) this Agreement shall be null and void for all purposes except for those provisions that expressly survive termination as set forth herein;
- (b) neither Party shall be deemed in default or Event of Non-Performance solely as a result of such expiration; and
- (c) neither Party shall have any further obligation, liability, or responsibility under this Agreement except as expressly surviving.

16. MISCELLANEOUS

16.1. Notices. Except as otherwise required by law, any notice required or permitted under this Agreement shall be in writing and shall be given by personal delivery, or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, addressed to the Parties at their respective addresses set forth below, or at such other address as a Party may designate in writing pursuant to the terms of this Section, or by any nationally recognized express or overnight delivery service (e.g. Federal Express or UPS), delivery charges prepaid:

If to the City: City of Goodyear
1900 North Civic Square
Goodyear, Arizona 85395
Attn: City Manager

With a required copy to: City of Goodyear
1900 North Civic Square
Goodyear, Arizona 85395
Attn: City Attorney

If to RGLP:
RG LAND PARTNERS, LLC
2502 E Camelback Road, Suite 200
Phoenix, Arizona 85016
Attn: Scott Wagner

With a required copy to: Burch and Cracchiolo
1850 N Central Avenue Suite 1700
Phoenix, Arizona 85004
Attn: Ed Bull

16.2. Time of Essence. Time is of the essence of this Agreement and each provision hereof.

16.3. Attorneys' Fees and Costs. In the event of a breach by any Party and commencement of a subsequent legal action in an appropriate forum, the prevailing Party or Parties in any such dispute shall be entitled to reimbursement of its reasonable attorneys' fees and court costs, including, but not limited to, its costs of expert witnesses, transportation, lodging and meal costs of the applicable Party and witnesses, costs of transcript preparation and other reasonable and necessary direct and incidental costs of such dispute.

16.4. Waiver. Without limiting the provisions of Section 12.5 of this Agreement, the Parties agree that neither the failure nor the delay of any Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver of such right, remedy, power or privilege, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

16.5. Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this Agreement, except for permitted transferees, assignees, or lenders under Section 14.2

to the extent that they assume or succeed to the rights and/or obligations of RGLP under this Agreement as required by Section 14.2, and except that the indemnified parties referred to in Sections 13.6 and 13.7 (or elsewhere in this Agreement) shall be third-party beneficiaries of such indemnification provisions.

16.6. Exhibits. Without limiting the provisions of Section 2 of this Agreement, the Parties agree that all references to this Agreement include all Exhibits designated in and attached to this Agreement, such Exhibits being incorporated into and made an integral part of this Agreement for all purposes.

16.7. Integration. Except as expressly provided herein, this Agreement constitutes the entire agreement among the Parties with respect to the subject matters hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the subject matters covered by this Agreement.

16.8. Further Assurances. Each Party agrees to perform such other and further acts and to execute and deliver such additional agreements, documents, affidavits, certifications, acknowledgments and instruments as any other Party may reasonably require to consummate, evidence, confirm or carry out the matters expressly contemplated by this Agreement or confirm the status of (a) this Agreement is in full force and effect and (b) the performance of the obligations hereunder at any time during its Term. This Section 16.8 is intended to supplement, and not limit or supersede, the further assurances obligations set forth in Sections 10.3 and 11.3.

16.9. Third Party Legal Actions. The Parties agree to participate, at their own expense, and to cooperate in the defense of any action, referendum or other proceeding seeking to challenge, limit or invalidate any provision of this Agreement or which challenges the authority of any Party to enter into this Agreement or to perform any of its obligations hereunder. The severability and reformation provisions of Section 16.24 shall apply in the event of any successful challenge to this Agreement.

16.10. Days. References to “days: in this Agreement shall mean calendar days; provided, however, if the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on a Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

16.11. Covenants Running with Land; Inurement. The covenants, conditions, terms, and provisions of this Agreement that relate to the Garage Parcel, Public Open Space Easement Area, and the Private Parcels shall run with the land and shall be binding upon and inure to the benefit of the Parties and their respective permitted Successors and Assigns.

Wherever the term “Party” or the name of any particular Party is used in this Agreement, such term shall include such Party’s permitted Successors and Assigns.

16.12. Amendment. This Agreement may be amended only by a written instrument approved by the City Council and executed by the Parties. Any amendment to this Agreement shall be recorded in the Official Records of Maricopa County, Arizona in accordance with A.R.S. § 9-500.05.

16.13. Good Faith of Parties. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, each Party agrees that it will act in good faith and will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

16.14. Survival. Termination, expiration, or completion of this Agreement shall not relieve any Party of any obligation which, by its nature or by express terms, is intended to survive such termination, expiration, or completion. Without limiting the foregoing, the following provisions shall expressly survive:

- (a) Section 3.3 (Parking Purpose and Use) including subsection 3.3(a) through (c) inclusive
- (b) Section 9.2 (Parking Operations)
- (c) Section 9.5 (Cost Sharing Obligation) including subsections 9.5 (a) through (f) inclusive and the subsections therein;
- (d) Article 12, solely with respect to Events of Non-Performance occurring prior to termination;
- (e) Section 13.3 (Mediation);
- (f) Section 13.6 (Indemnification by RGLP);
- (g) Section 13.7 (Indemnification by City);
- (h) Section 13.8 (Governmental Immunity);
- (i) Section 16.3 (Attorneys’ Fees and Costs);
- (j) Section 16.4 (Waiver);
- (k) Section 16.11 (Covenants Running with the Land);
- (l) Section 16.16 (Nonliability of City and RGLP Employees)
- (m) Section 16.17 (Conflict of Interest Statute);

(n) Section 16.19 (Waiver of Claims Pursuant to A.R.S. § 12-1134, et seq.);

(o) Section 16.22 (Governing Law; Venue);

(p) Section 16.23 (Severability); and

(q) Section 8.6 (Entry; Indemnification).

16.15. Rights of Lenders. The City is aware that RGLP may obtain financing or refinancing for the City Improvements, in whole or in part, from time to time, by one or more Third Parties (individually a “**Lender**,” and collectively the “**Lenders**”). In the event of an Event of Non-Performance by RGLP, the City shall provide notice of such Event of Non-Performance, at the same time notice is provided to RGLP, to not more than two (2) of such Lenders as designated by RGLP to receive such notice (the “**Designated Lenders**”) whose names and addresses will provided by written notice to the City. The City shall give RGLP copies of any such notice provided to such Designated Lenders and, unless RGLP notifies the City that the Designated Lenders names or addresses are incorrect (and provides the City with the correct information) within three (3) business days after RGLP receives its copies of such notice from the City, the City will be deemed to have given such notice to the Designated Lenders even if their names or addresses are incorrect. RGLP may provide notices to other Lenders. Upon request by a Lender, the City will enter into a separate nondisturbance agreement with such Lender. If a Lender is permitted, under the terms of its nondisturbance agreement with the City, to cure the Event of Non-Performance and/or to assume RGLP’s position with respect to this Agreement, the City agrees to recognize such rights of the Lender and to otherwise permit the Lender to assume all of the rights and obligations of RGLP thereafter accruing under this Agreement. The City shall, at any time upon reasonable request by RGLP, provide to any Lender an estoppel certificate or other document evidencing that this Agreement is in full force and effect and that no Event of Non-Performance by RGLP exists hereunder (or, if appropriate, specifying the nature and duration of any existing Event of Non-Performance).

16.16. Nonliability of City and RGLP Employees. No member, official or employee of the City shall be personally liable to RGLP, or any successor in interest of RGLP, in the event of any Event of Non-Performance by the City or for any amount which may become due to RGLP or any successor in interest, or on any obligation, under the terms of this Agreement. No member, manager, officer or employee of RGLP, and no member, manager, partner, stockholder, director, officer or employee of any manager or member of RGLP or any successor to RGLP, and no Affiliate of any such persons or entities, shall be personally liable to the City in the event of any Event of Non-Performance by RGLP or for any amount which may become due to the City, or on any obligation, under the terms of this Agreement.

16.17. Conflict of Interest Statute. This Agreement is subject to and may be terminated by the City in accordance with, the provisions of A.R.S. § 38-511.

16.18. Warranty Against Payment of Consideration for Agreement. RGLP warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, realtors and attorneys.

16.19. Waiver of Claims Pursuant to A.R.S. § 12-1134, et seq. RGLP agrees, understands and acknowledges that the City is entering into this Agreement in good faith and at the specific request of RGLP, and further with the understanding that, if the City acts consistently with the terms and conditions herein, it will not be subject to a claim for diminished value of the Garage Parcel. RGLP on behalf of it and its successors and assigns, intends to encumber the Garage Parcel with the following agreements and waivers. RGLP agrees and consents to all the conditions imposed by this Agreement, the General Plan, Applicable Laws and all permits and approvals issued or granted by the City in furtherance thereof, and by signing this Agreement waives any and all claims, suits, damages, compensation and causes of action the RGLP may have now or in the future under the provisions of A.R.S. §§ 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting from the development of the Garage Parcel consistent with this Agreement, the General Plan, Applicable Laws and all permits and approvals issued or granted by the City in furtherance thereof or from any “land use law” (as such term is defined in the aforementioned statute paragraphs) permitted by this Agreement to be enacted, adopted or applied by the City now or hereafter. RGLP acknowledges and agrees that the terms and conditions set forth in this Agreement, the General Plan, Applicable Laws and all permits and approvals issued or granted by the City in furtherance thereof cause the fair market value of the Garage Parcel to equal or exceed the fair market value of the Garage Parcel in the absence of this Agreement, the General Plan, Applicable Laws and all permits and approvals issued or granted by the City in furtherance thereof, and such “land use laws.”

16.20. City Council Action Requirement. The City and RGLP acknowledge that, notwithstanding any language of this Agreement or any subsequent additional document, no act, requirement, payment or other agreed-upon action to be done or performed by the City which would, under any federal, state or city constitution, statute, charter provision, ordinance or regulation, require formal action, approval or concurrence by the City Council, will be required to be done or performed by the City unless and until said formal City Council action has been taken and completed. “Completed” under this provision means that such City Council action is no longer subject to referendum action.

16.21. Section Headings. The Section headings contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

16.22. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Venue for any action arising out of this Agreement shall lie exclusively in the Superior Court of the State of Arizona in and for Maricopa County.

16.23. Severability. Each Party believes that the execution, delivery and performance of this Agreement are in compliance with all Applicable Laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring the City to do any act in violation of any Applicable Laws, constitutional provision, law, regulation, City code or City charter), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be reformed to the extent reasonably and legally possible, but in all events must be reformed, in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provides essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

16.24. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. 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 executed copy of this Agreement to the City for recordation in the Official Records of Maricopa County.

16.25. Construction and Page Numbering. The terms and provisions of this Agreement represent the results of negotiations among the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same. The Page numbering of this Agreement is exclusive of the Exhibits.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

Signatures, Acknowledgments, and Exhibits Continued on Following Pages

RG LAND PARTNERS, LLC,
a Delaware limited liability company

By: GOODYEAR PRINCIPALS, LLC
a Delaware limited liability company,
its Managing Member

By: _____
Name: Michael L. Ebert
Title: Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Michael L. Ebert, the Manager of Goodyear Principals, LLC, a Delaware limited liability company, the Managing Member of RG Land Partners, LLC, a Delaware limited liability company, on behalf of said entities.

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

Notary Public

My Commission Expires:

Signatures, Acknowledgments, and Exhibits Continued on Following Pages

CITY
CITY OF GOODYEAR, ARIZONA,
an Arizona municipal corporation

By: _____
Kini Knudson
Its: Interim City Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Development Agreement, consisting of ____ pages, including this page and all exhibits was acknowledged before me this ____ day of _____, 2026 by Kini Knudson, the Interim City Manager of the City of Goodyear, Arizona, an Arizona municipal corporation, who acknowledged that he/she signed the foregoing instrument on behalf of the City.

Notary Public

My Commission Expires:

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibits Continued on Following Page

List of Exhibits

Exhibit A – Legal Description of Lot 19

Exhibit B – Depiction of Garage Parcel and Public Open Space Easement Area

- Exhibit B-1—Legal Description of Garage Parcel
- Exhibit B-2 – Legal Description of Public Open Space Easement Area

Exhibit C – Form Assignment of Warranties

Exhibit D POA Consent

Exhibit A

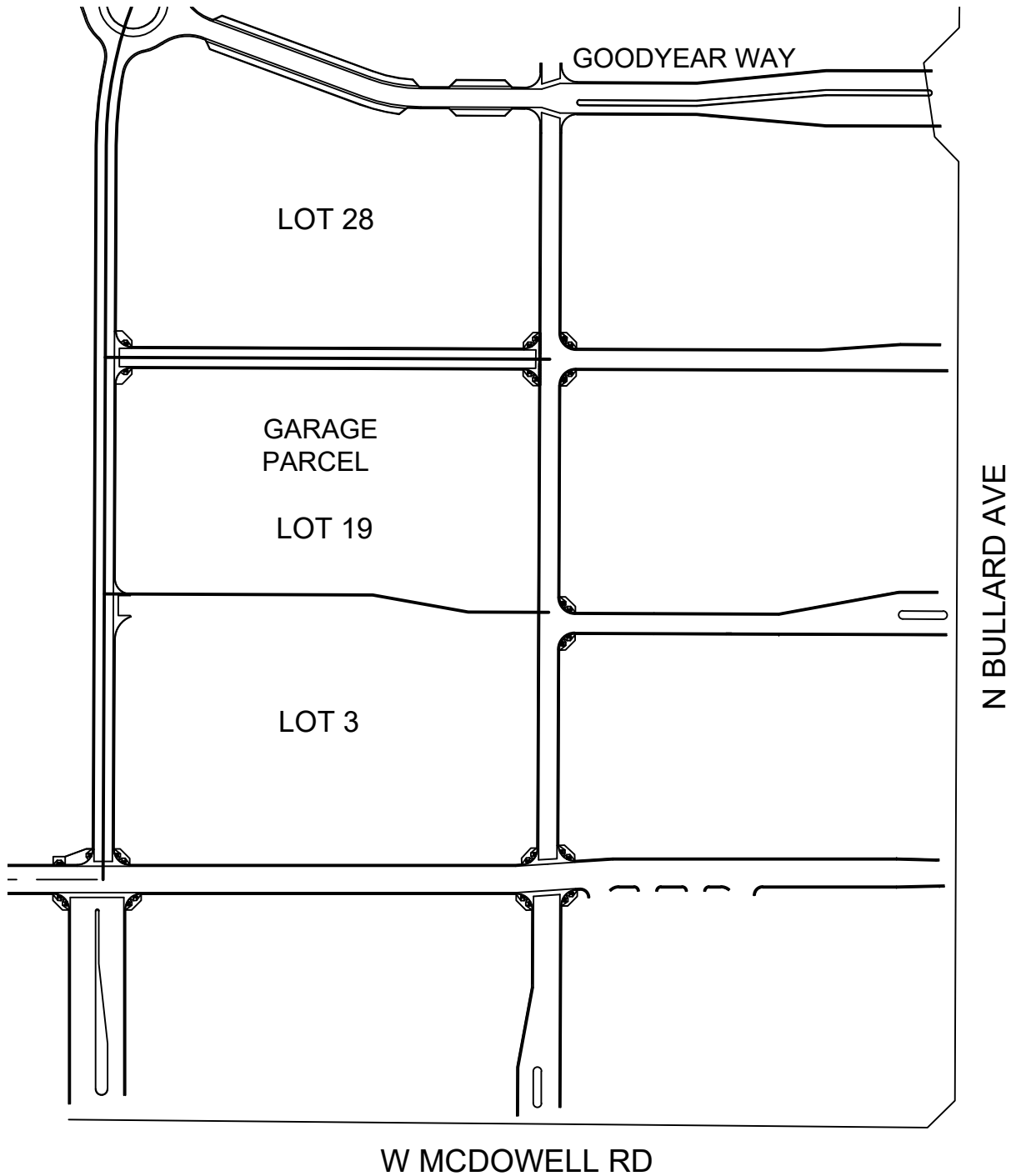
Legal Description of Lot 19

Lot 19 of the Replat of Lot 19 for Goodyear Regional Center recorded in Book 1913
Page 43 of the official records of Maricopa County, Arizona.

Exhibit B

Depiction of Garage Parcel and Public Open Space Easement Area within Lot 19

(Attached)



SCALE 1" = 200'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

LOT 19 - BLOCK C2 VICINITY MAP

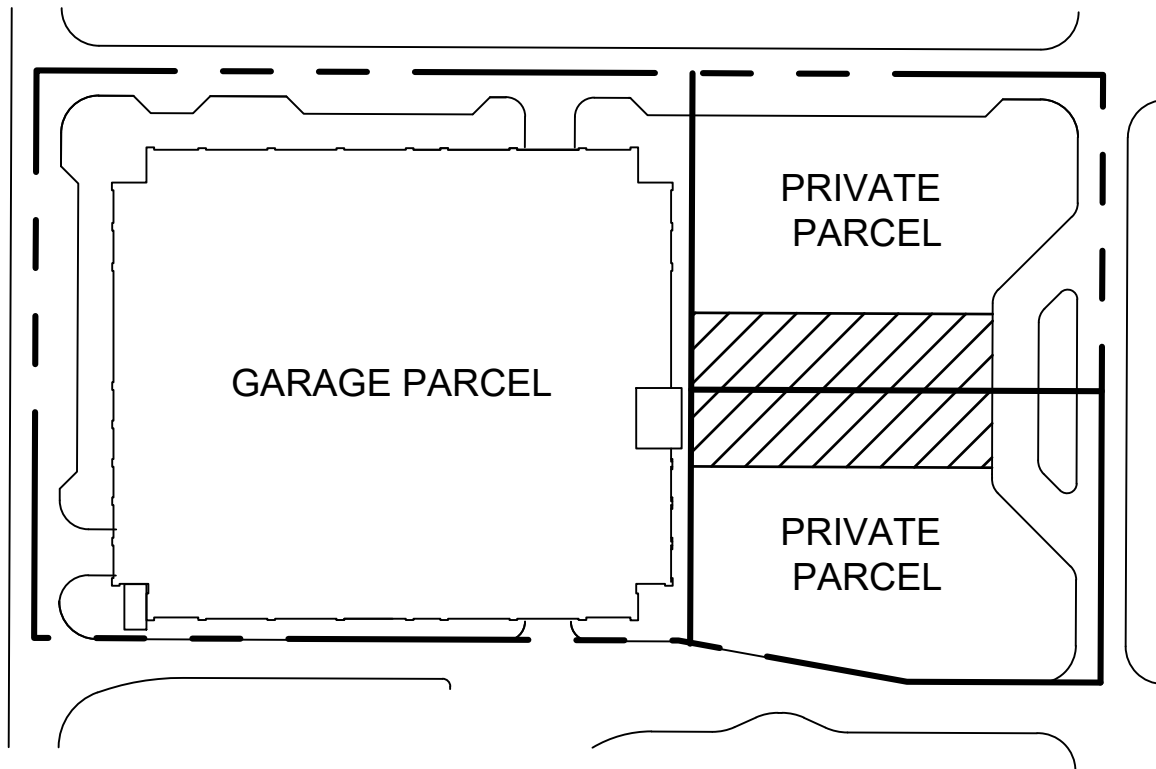
GSQ - GOODYEAR REGIONAL CENTER



1 OF 2



PUBLIC OPEN SPACE EASEMENT AREA



SCALE 1" = 100'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

LOT 19 - BLOCK C2

GSQ - GOODYEAR REGIONAL CENTER



2 OF 2

Exhibit B-1

Legal Description of Garage Parcel

(To be provided in future.)

Exhibit B-2

Legal Description of Public Open Space Easement Area

(To be provided in the future.)

Exhibit C

FORM OF ASSIGNMENT OF WARRANTIES

ASSIGNMENT OF WARRANTIES

For and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RG Land Partners, LLC, a Delaware Limited Liability Company (“**Assignor**”), hereby transfers and assigns, on a non-exclusive basis, to the City of Goodyear, an Arizona municipal corporation (“**Assignee**”), all of Assignor’s right, title, and interest in and to the warranties and guaranties listed on Exhibit “A” attached hereto. Notwithstanding the foregoing, Assignor shall retain the non-exclusive rights in and to such warranties and guaranties as necessary in order to pursue any rights it may have against the parties giving such warranties and guaranties independent of Assignee’s rights, including, without limitation, rights to indemnity against such parties.

Assignor has executed this Assignment this ____ day of _____, 20__.

ASSIGNOR:

RG LAND PARTNERS, LLC,
a Delaware limited liability company

By: GOODYEAR PRINCIPALS, LLC
a Delaware limited liability company,
its Managing Member

By: _____
Name: Michael L. Ebert
Title: Manager

Exhibit D

PROPERTY OWNER'S ASSOCIATION CONSENT AND ASSUMPTION

(Attached)

CONSENT AND ASSUMPTION OF RESPONSIBILITIES

This Consent and Assumption of Responsibilities (“Consent Agreement”) is made as of _____, 2026, by and between the City of Goodyear, an Arizona municipal corporation (“**City**”), and GSQ Owners Association, Inc., an Arizona non-profit corporation (“**Association**”), with reference to that certain Development Agreement (Regional Garage) (the "**Agreement**").

RECITALS

WHEREAS, the City and RG Land Partners, LLC, a Delaware limited liability company ("**RGLP**"), are parties (the “Parties”) to the Agreement to which this Consent Agreement is attached as Exhibit D.

WHEREAS, the Association was formed to manage, maintain, and administer certain property and related obligations described in the Declaration of Covenants, Conditions, Restrictions and Easements for GSQ Regional Center recorded in document 2024-0548135 (the "**GSQ CC&Rs**").

WHEREAS, RGLP is the declarant under the GSQ CC&Rs.

WHEREAS, subject to the terms and conditions therein, the Agreement provides for the construction of a city-owned parking garage by RGLP that will, upon completion, be available for public parking for development within the property subject to the GSQ CC&Rs (the "**Private Parcels**") and allows the Association to designate a certain number of parking spaces within the garage to be counted towards the minimum number of parking spaces required under applicable laws for certain types of development within the Private Parcels.

WHEREAS, because of the benefits provided to the Private Parcels under the Agreement described above, the Agreement requires the Association to share responsibility for the cost of maintaining and operating the parking garage.

WHEREAS, the Agreement also provides for the construction of privately owned but publicly accessible open space, including pedestrian walkways, plaza areas, landscaping, and related civic amenities (the "**Public Open Space Improvements**"), which are to be available to the public.

WHEREAS, because laws applicable to the development of the Private Parcels require that open space be provided, the Agreement requires the Association to maintain and operate the Public Open Space Improvements.

WHEREAS, to provide the required access to the Public Open Space Improvements and to ensure that the Association operates and maintains the Public Open Space Improvements, the Agreement requires RGLP to convey an easement to the City that provides for public access to the amenities and requires the Association to operate and

maintain the open space amenities, indemnify the City, and consent to the terms of the Easement.

WHEREAS, the City desires for the Association to assume certain rights, duties, and obligations under the Agreement related to the foregoing, and the Association is willing to assume such rights, duties, and obligations subject to the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

CONSENT AGREEMENT

1. **Consent.** The City hereby consents to the Association assuming the responsibilities, duties, and obligations under the Agreement, to the extent specified herein.
2. **Assumption of Obligations.** The Association hereby accepts and assumes all responsibilities, duties, liabilities, and obligations and agrees to be bound by the terms set forth in the following sections of the Agreement to which this Consent is attached:
 - Section 3.3 including subsections 3.3(a) through (c) inclusive;
 - Section 9.5 including subsections 9.5 (a) through (f) inclusive; and
 - Section 8.2.

The foregoing sections of the Agreement survive the termination of the Agreement, and the Association shall be bound by the foregoing sections of the Agreement following the termination of the Agreement.

3. **Effective Date.** This Consent Agreement shall become effective on the date the Agreement to which it is attached becomes effective and shall remain in effect until it is terminated by the mutual written agreement of the Parties.
4. **Indemnification.** The Association agrees to indemnify, defend, and hold harmless the City and RGLP from and against any claims, damages, losses, or liabilities arising out of or related to the Association's performance or failure to perform its assumed obligations under the Agreement from and after the Effective Date.
5. **Modifications.** This Agreement may be amended only by a written instrument approved by the City and executed by the Parties. Any amendment to this Agreement shall be recorded in the Official Records of Maricopa County, Arizona.
6. **Governing Law; Venue.** This Consent Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Venue for any action arising out of this Agreement shall lie exclusively in the Superior Court of the State of Arizona in and for Maricopa County.
7. **Counterparts.** This Consent Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one

instrument. A manually signed copy of this Consent 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 Consent Agreement, provided however, Owner shall deliver an original executed copy of this Consent Agreement to the City for recordation in the Official Records of Maricopa County.

IN WITNESS WHEREOF, the parties have executed this Consent as of the date first written above.

GSQ Owners Association,
an Arizona non-profit corporation

By: _____
Scott Wagner
Its: President and Sole Director

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Scott Wagner, the President and Sole Director of GSQ Owners Association, an Arizona non—profit corporation on behalf of said entity.

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

Notary Public

My Commission Expires:

Signatures and Acknowledgments Continued on Following Page

CITY
CITY OF GOODYEAR, ARIZONA,
an Arizona municipal corporation

By: _____
Kini Knudson
Its: Interim City Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing Development Agreement, consisting of ____ pages, including this page and all exhibits was acknowledged before me this ____ day of _____, 2026 by Kini Knudson, the Interim City Manager of the City of Goodyear, Arizona, an Arizona municipal corporation, who acknowledged that he/she signed the foregoing instrument on behalf of the City.

Notary Public

My Commission Expires:

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



Development Agreement for Regional Parking Garage





Agenda

- Background
- Proposed Design
- Development Agreement and Timeline
- Recommendations and Next Steps



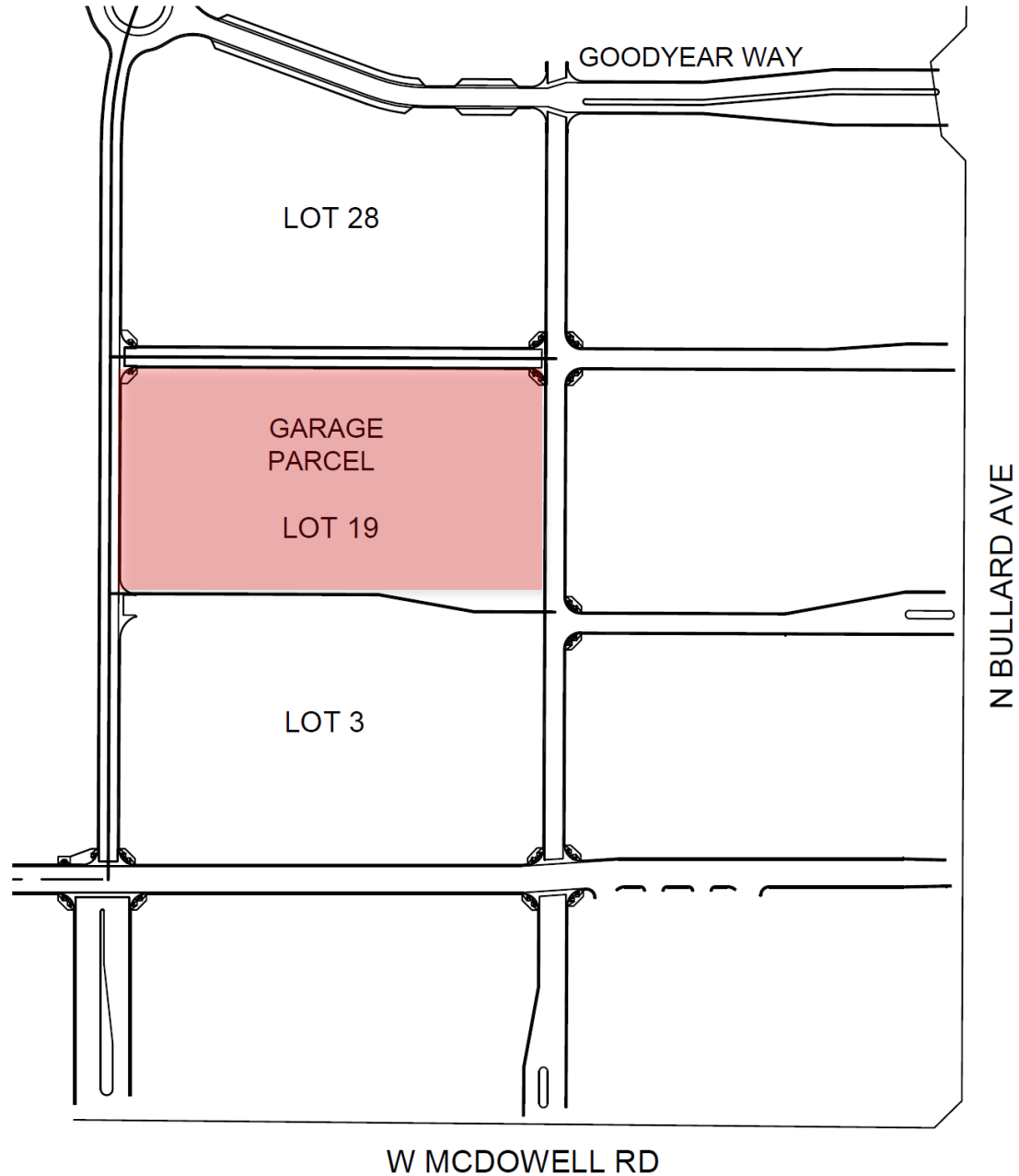
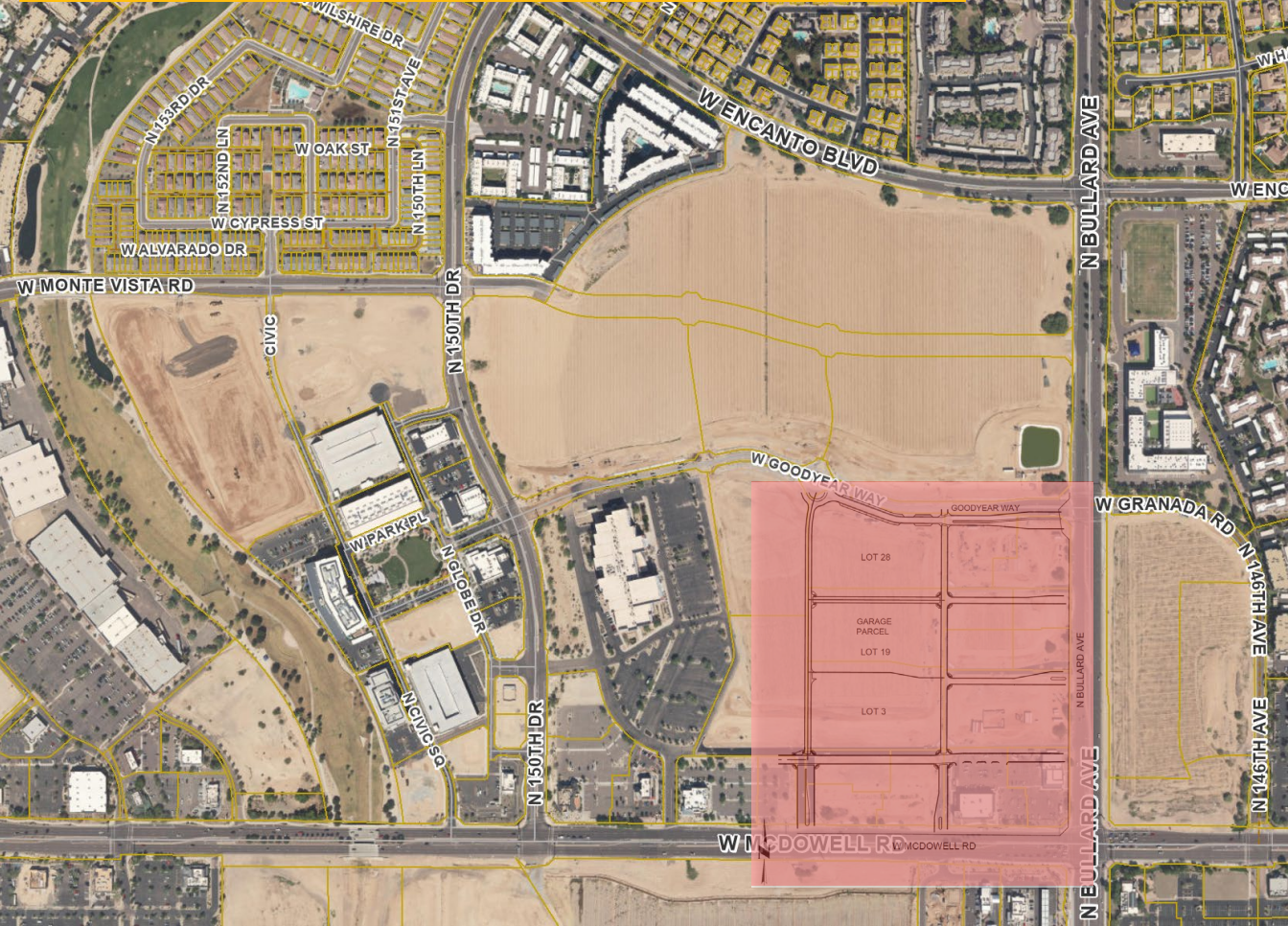
Background

GSQ Development Vision

- Walkable, Urban Downtown Feel
- Mixed-use development
- Pedestrian-first design
- Vibrant public spaces



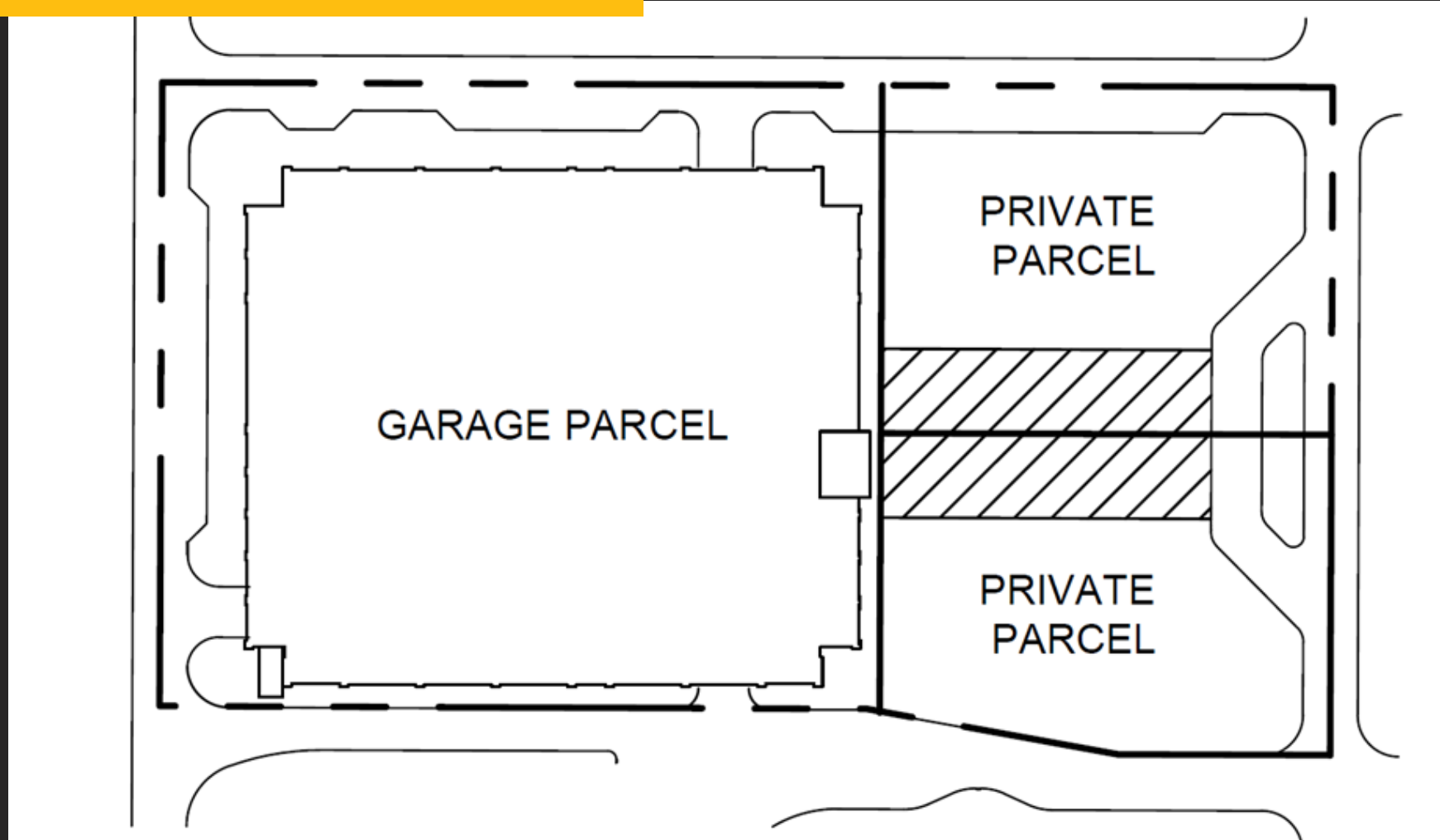
Proposed Design: Development Map



Proposed Design: Parking Garage Site Plan



PUBLIC OPEN SPACE EASEMENT AREA



Development Agreement and Timeline

Key Terms:

- City-owned, publicly operated garage
- RGLP donates land (Garage Parcel) to City
- RGLP serves as Development Manager (3% fee)
- Property Owners Association shares 50% of maintenance costs
- City reimbursement
 - Up to \$20M City reimbursement for garage
 - Up to \$1M for police substation
 - Up to \$1M for open space (50% City share)
- Target retail opening: February 2027





Recommendation and Next Steps

Council Action:

Adopt resolution approving the development agreement with RG Land Partners for the design, construction, operation, and maintenance of a regional parking garage, police substation, and public open space amenities within Goodyear Square.

ITEM #: 13.
DATE: 04/27/2026
AI #:3275



CITY COUNCIL ACTION REPORT

**SUBJECT: ORDINANCE AMENDING GOODYEAR CITY CODE CHAPTER 13
(TRAFFIC) REGARDING ELECTRIC BICYCLES AND ELECTRIC
SCOOTERS**

STAFF PRESENTER(S): Brian Issitt, Chief of Police; Deputy Police Chief Jose Gonzalez

SUMMARY

Council will consider adopting an ordinance amending Chapter 13 (Traffic) of the Goodyear City Code to establish regulations for electric bicycles and electric scooters. The proposed ordinance would address a current enforcement gap for privately owned devices, provide clearer safety standards for their use on city roadways, sidewalks, and recreational areas, and support safer mobility options as the city continues to grow.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT ORDINANCE NO. 2026-1648 AMENDING GOODYEAR CITY CODE, CHAPTER 13, TRAFFIC TO ENACT A NEW ARTICLE, 13-7, TITLED E-BIKE / E-SCOOTER REGULATIONS. (Brian Issitt, Chief of Police)

FISCAL IMPACT

Educational social media campaigns and enforcement personnel are supported through the Police Department's existing base budget. Adoption of the proposed ordinance may also result in additional costs and revenues related to implementation, public outreach, and signage.

BACKGROUND AND PREVIOUS ACTIONS

Community safety concerns have been growing regarding electric-powered riding devices on city roadways, sidewalks, and in recreational areas. In some cases, inexperienced riders are operating electric riding devices capable of reaching speeds up to 28 miles per hour, often on sidewalks and walking paths. Arizona Revised Statutes (A.R.S.) §28-819 defines electric bicycles (e-bikes) and electric stand-up scooters (e-scooters) and permits the use of e-bikes, e-scooters, and Class 1 and 2 e-bikes on bicycle paths and multi-use paths; Class 3 e-bikes are excluded. In December of 2019, the city of Goodyear adopted Shared Mobility Devices Municipal Code, 13-6-1, through Ordinance No. 2019-1459. While section 13-6-1 provides enforcement authority, it applies only to e-bikes and e-scooters that are leased or rented by a company. The municipal code does not address privately-owned electric riding devices, creating a gap in regulations and enforcement.

STAFF ANALYSIS

As the city of Goodyear continues to grow, residents are increasing the use of a diverse range of transportation to include e-bikes and e-scooters. Injuries from e-bikes and e-scooters have been increasing in Arizona, with nearly 200 trauma cases between 2020 and 2025. Other cities within the valley have implemented similar ordinances, including Glendale, Mesa, Phoenix, Scottsdale, and Tempe. These cities have large entertainment districts similar to the vision for GSQ and large parks, as well as residential communities. The adoption of a city ordinance will guide residents and enforcement ability to officers, both of which will increase the overall safety for the community. Ordinance No. 2026-1648 is included as Attachment A.

Attachments

Attachment A - Ordinance No. 2026-1648 with Exhibit
Staff Presentation

ORDINANCE NO. 2026-1648

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING GOODYEAR CITY CODE, CHAPTER 13, TRAFFIC TO ENACT A NEW ARTICLE, 13-7, TITLED E-BIKE / E-SCOOTER REGULATIONS.

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona find it necessary to provide for the regulation of electric bicycles, electric stand-up scooters and electric miniature scooters, to establish safety guidelines for protective equipment to minimize injury;

WHEREAS, in the interest of protecting the safety of pedestrians and operators of motor vehicles, these regulations are necessary to establish regulations for the safe operation of electric bicycles and scooters within the City of Goodyear, Arizona; 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 proposed City of Goodyear Code Amendment to establish the proposed 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 Goodyear City Code, Chapter 13, Traffic to Enact a New Article 13-7, E-Bike / E-Scooter Regulations," a copy of which is attached hereto as Exhibit A and is hereby declared a public record and incorporated herein by this reference.

Either three paper copies or one paper copy and one electronic copy maintained in compliance with section A.R.S. 44-7041 of each 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. AMENDMENT TO GOODYEAR CITY CODE CHAPTER 13

Goodyear City Code, Chapter 13, Traffic is hereby amended to enact a new Article, 13-7, E-Bike / E-Scooter Regulations, pursuant to Exhibit A, attached hereto and declared as a public record.

SECTION 3. CORRECTIONS

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

SECTION 4. SEVERABILITY

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

SECTION 4. VIOLATIONS AND PENALTIES

(A) Notwithstanding the provisions of subsection (B), any person who is found responsible for a violation of Goodyear City Code Article 13-7, whether by admission, default, or after a hearing, shall be issued a civil sanction as follows:

(1) *First violation.* A person found responsible for a violation of this Article, without being held responsible for any other violations of this Article within the prior twelve months, shall be responsible for a civil offense and fined a penalty of fifty dollars (\$50.00) per violation of this Article.

(2) *Second violation.* A person found responsible for a second violation of this Article within twelve months of being held responsible for a violation of this Article, shall be fined two hundred and fifty dollars (\$250.00) per violation of this Article.

(3) *Third violation.* A person found responsible for a third violation of this Article within twelve months of being held responsible for two prior violations of this Article shall be fined a penalty of five hundred dollars (\$500.00) per violation of this Article.

(B) Any person found guilty for a violation of §13-7-10 or §13-7-11 is guilty of a class 1 misdemeanor.

SECTION 4. EFFECTIVE DATE

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

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 27th day of April, 2026.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

EXHIBIT A
AMENDMENT TO GOODYEAR CITY CODE, CHAPTER 13, TRAFFIC, TO ENACT A
NEW ARTICLE 13-7, E-BIKE / E-SCOOTER REGULATIONS

GOODYEAR CHAPTER 13, TRAFFIC, IS HEREBY AMENDED TO ENACT A NEW
ARTICLE 13-7, TO READ AS FOLLOWS:

CHAPTER 13
TRAFFIC

Articles:

- 13-1 Administration**
- 13-2 Traffic Control**
- 13-3 Standing and Parking**
- 13-4 Street Repairs**
- 13-5 Motorized Skateboards**
- 13-6 Shared Mobility Devices**
- 13-7 E-BIKE / E-SCOOTER REGULATIONS**

§13-7-1 Purpose and definitions.

Purpose. To provide for the regulation of electric bicycles, motorized bicycles, electric stand-up scooters, and electric miniature scooters, and establish safety guidelines for protective equipment to minimize injury.

Definitions. Whenever any words or phrases used in this article are not defined in this article, but are defined in Title 28, Arizona Revised Statutes, as amended, such definitions shall apply to the words and phrases used herein.

BICYCLE means any two-wheeled vehicle having a tandem arrangement of the wheels and having cranks, levers, or pedals for its propulsion by the feet.

ELECTRIC BICYCLE means the definition in A.R.S. § 28-101.

ELECTRIC MINIATURE SCOOTER means the definition in A.R.S. § 28-101.

ELECTRIC STAND-UP SCOOTER means the definition in A.R.S. § 28-101.

MOTORIZED BICYCLE means the definition in A.R.S. § 28-101 and § 28-2516.

RIDER means any person operating, or in actual physical control of, an electric bicycle, electric stand-up scooter, electric miniature scooter, or shared mobility device on a right-of-way.

RIGHT-OF-WAY means a public roadway, highway, street, sidewalk, alley or utility easement. Right-of-way does not include a Federal Interstate Highway, a state highway

or state route under the jurisdiction of the Arizona Department of Transportation, county-owned highway, a private easement, property that is owned by a special taxing district, or a utility easement.

ROADWAY means that portion of a road that is improved, designed or ordinarily used for vehicular travel, exclusive of the berm or shoulder.

SHARED MOBILITY DEVICE means a self-propelled device that has a motor, gas or electric, a deck or seat on which a person may ride and at least two tandem wheels in contact with the ground, as defined in A.R.S. Title 28, as a "Class 1 electric bicycle," "Class 2 electric bicycle," or "electric stand up scooter" and is leased or rented by shared transportation company to an operator for monetary exchange from time to time.

SIDEWALK means the portion of a street that is between the curb lines or the lateral lines of a roadway and the adjacent property lines and that is intended for the use of pedestrians.

§13-7-2 Applicability of Laws.

(A) Every person riding an electric bicycle, electric stand-up scooter, or electric miniature scooter upon a roadway, on a shoulder adjoining a roadway, in a public parking lot, or other public vehicular right-of-way in the City, shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of this State declaring rules of the road applicable to vehicles.

(B) Every person riding an electric bicycle, electric stand-up scooter, or electric miniature scooter in the City is granted all the rights and privileges and shall be subject to all the duties of a person riding a bicycle in accordance with Arizona Revised Statutes (as amended). Except as otherwise provided in this article, an electric bicycle or an electric stand-up scooter is subject to the same provisions of A.R.S. Title 28 as a bicycle.

§13-7-3 Age Requirements.

(A) No person may operate a Class 3 electric bicycle, as defined by A.R.S. § 28-101(28)(c), who is less than sixteen years old.

(B) No person may operate a Class 1 or 2 electric bicycle, as defined by A.R.S. § 28-101(28)(a) and (b), who is less than fourteen years old.

(C) No person may operate an electric stand-up scooter who is less than twelve years old.

(D) Passengers on e-bicycles, e-scooters and motorized bicycles are prohibited when the operator is under the age of 16.

§13-7-4 Adherence to Speed Limits and Exercising Reasonable Care.

(A) A person who uses, operates, or rides an electric bicycle, electric stand-up scooter, or electric miniature scooter on any public property, or private property open to public use, shall obey all posted speed limits. Notwithstanding any posted speed limit, no person shall use, operate, or ride an electric bicycle, electric stand-up scooter, or electric miniature scooter at a speed greater than is reasonable and prudent under the circumstances, conditions, and actual and potential hazards then existing.

(B) A person who uses, operates, or rides an electric bicycle, electric stand-up scooter, or electric miniature scooter on any public property, or private property open to public use, shall control the speed of the electric bicycle or electric stand-up scooter as necessary to avoid colliding with any object, person, vehicle, or other conveyance in compliance with legal requirements and the duty of all people to exercise reasonable care for the protection of others.

§13-7-5 Obedience to Traffic Control Devices.

(A) Any person operating or riding on an electric bicycle, electric stand-up scooter, or electric miniature scooter shall obey the instructions of official traffic-control signals, signs, and other control devices applicable to vehicles unless otherwise directed by a police officer.

§13-7-6 Riding on Roadways and Bicycle Paths.

(A) The operator of an electric bicycle, electric stand-up scooter, or electric miniature scooter upon a roadway, shall ride as near as practicable to the right-hand side of the roadway, exercising due care when passing a standing vehicle or one proceeding in the same direction.

(B) The operator of an electric bicycle, electric stand-up scooter, or electric miniature scooter upon a roadway shall not ride more than two abreast, except on paths or parts of roadways set aside for the exclusive use of bicycles.

(C) Wherever a bicycle lane is present upon a roadway, the operator of an electric bicycle, electric stand-up scooter, or electric miniature scooter shall use the bicycle lane, except that the operator shall not be required to use or remain in a bicycle lane:

- (1) When the bicycle lane is of insufficient width to permit safe electric bicycle, electric stand-up scooter, or electric miniature scooter operation;
- (2) When the condition of the bicycle lane, including hazards then existing, prevents safe electric bicycle, electric stand-up scooter, or electric miniature scooter operation; or

(3) When moving into position to make a left turn.

(D) When a bicycle lane is not present, or when an exception exists as outlined in subsection (A) above which prevents the use of the bicycle lane, an electric bicycle, electric stand-up scooter, or electric miniature scooter may be operated on the portion of a roadway used normally for vehicle traffic, subject to the following:

(1) No person shall operate an electric stand-up scooter or electric miniature scooter on the roadway if the posted speed limit is greater than twenty-five miles per hour.

(2) A person riding an electric bicycle, electric stand-up scooter, or electric miniature scooter device on a roadway shall ride as close as practicable to the right-hand curb or edge of the roadway, except under any of the following situations:

(a) If overtaking and passing another bicycle, electric bicycle, electric stand-up scooter, electric miniature scooter, or vehicle proceeding in the same direction; or

(b) If preparing for a left turn at an intersection or into a private road or driveway; or

(c) If reasonably necessary to avoid hazards then existing; or

(d) If the lane in which the person is operating the electric bicycle, electric stand-up scooter, or electric miniature scooter is too narrow for an electric bicycle, electric stand-up scooter, or electric miniature scooter and a vehicle to travel safely side-by-side within the lane.

§13-7-7 Riding upon sidewalks and crosswalks.

(A) An electric miniature scooter may be operated within a crosswalk, except where prohibited by official traffic control devices or when it is unsafe, in which case the operator of an electric miniature scooter must dismount and walk the electric miniature scooter to an area where safe riding may resume.

(B) An operator of an electric miniature scooter may use the sidewalk when no bike lane is present and if the road speed is greater than 25 MPH.

(C) An operator of an electric miniature scooter riding upon a sidewalk, or across a roadway within a crosswalk, shall yield the right-of-way to any pedestrian and shall give an audible warning before overtaking and passing such pedestrian.

(D) An operator of an electric miniature scooter riding upon a sidewalk, or across a roadway within a crosswalk, shall have all of the rights and is subject to all of the duties applicable to a pedestrian under the same circumstances.

(E) An operator of an electric miniature scooter riding on the sidewalk shall not suddenly leave a curb or other place of safety and move into the path of a vehicle that is so close as to constitute an immediate hazard.

(F) Electric bicycles, electric stand-up scooters, and any other electric or gas-powered method of conveyance capable of exceeding ten miles-per-hour (10 MPH) shall not be operated on a sidewalk.

§13-7-8 Prohibited Operation.

(A) No person shall operate an electric bicycle, electric stand-up scooter, or electric miniature scooter in any of the following manners:

(1) In violation of any City of Goodyear Municipal Code, Arizona Revised Statute, or other existing law.

(2) In disobedience to any official posted signs or signals.

(3) Against the flow of traffic or on other than the right-hand edge of the roadway, except an electric miniature scooter operated on a sidewalk.

(4) Failing to yield to vehicles or pedestrians when required.

(5) While carrying more persons than for which the electric bicycle, electric stand-up scooter, or electric miniature scooter was designed to carry.

(6) Without a properly fitted and fastened helmet if the rider is less than sixteen years old.

(7) Riding a class 3 electric bicycle with the power assist motor engaged while in excess of twenty miles per hour on a bicycle path, trail, or multi-use path.

§13-7-9 Parking.

(A) No person shall park a bicycle, electric bicycle, electric stand-up scooter, or electric miniature scooter upon a roadway or sidewalk.

§13-7-10 Reckless Riding.

(A) It is unlawful for a person to ride or operate, while on a public roadway, right-of-way, or sidewalk, or while on private property, an electric bicycle, motorized bicycle, electric stand-up scooter, or electric miniature scooter with reckless disregard for the safety of persons or property.

§13-7-11 Riding Under the Influence.

Riding, operating or actual physical control while under the influence; presumptions; admissible evidence; sentencing.

(A) It is unlawful for a person to ride or operate while in actual physical control of an electric bicycle, motorized bicycle, electric stand-up scooter, or electric miniature scooter under any of the following circumstances:

(1) While under the influence of intoxicating liquor, any drug, a vapor-releasing substance containing a toxic substance, or any combination of liquor, drugs or vapor-releasing substances if the person is impaired to the slightest degree.

(2) If the person has an alcohol concentration of 0.08 or more within two hours of riding or operating, while being in actual physical control of the electric bicycle, motorized bicycle, electric stand-up scooter, or electric miniature scooter, and the alcohol concentration results from alcohol consumed either before or while riding or being in actual physical control of the electric bicycle, motorized bicycle, electric stand-up scooter, or an electric miniature scooter.

(3) While there is any drug defined in Arizona Revised Statutes Section 13-3401 or its metabolite in the person's body.

(B) It is not a defense to a charge of a violation of subsection (A), paragraph 1 of this section that the person is or has been entitled to use the drug under the laws of this state.

(C) A person using a drug as prescribed by a medical practitioner who is licensed pursuant to Arizona Revised Statutes Title 32 and who is authorized to prescribe the drug is not guilty of violating subsection (A), paragraph (3) of this section.

(D) In a trial, action, or proceeding for a violation of this section, the defendant's alcohol concentration within two hours of the time of riding, operating, or being in actual physical control as shown by analysis of the defendant's blood, breath, or other bodily substance gives rise to the following presumptions:

(1) If there was at that time 0.05 or less alcohol concentration in the defendant's blood, breath or other bodily substance, it may be presumed that the defendant was not under the influence of intoxicating liquor.

(2) If there was at that time in excess of 0.05 but less than 0.08 alcohol concentration in the defendant's blood, breath or other bodily substance, that fact shall not give rise to a presumption that the defendant was or was not under the

influence of intoxicating liquor, but that fact may be considered with other competent evidence in determining the guilt or innocence of the defendant.

(3) If there was at that time 0.08 or more alcohol concentration in the defendant's blood, breath or other bodily substance, it may be presumed that the defendant was under the influence of intoxicating liquor.

(E) Subsection (E) of this section does not limit the introduction of any other competent evidence bearing on the question of whether or not the defendant was under the influence of intoxicating liquor.

(F) A person who is convicted of a violation of this section:

(1) Shall be sentenced to serve not less than one (1) day in jail and is not eligible for probation or suspension of execution of sentence unless the entire sentence is served.

(2) Shall pay a fine of not less than two-hundred fifty (\$250) dollars.

(3) May be ordered by a court to perform community restitution.

(H) Notwithstanding subsection (G), paragraph 1 of this section, at the time of sentencing the judge may suspend the sentence if the person completes a court-ordered alcohol or other drug screening, education, or treatment program. If the person fails to complete the court ordered alcohol or other drug screening, education, or treatment program, and has not been placed on probation, the court shall issue an order to show cause to the defendant as to why the remaining jail sentence should not be served.

§13-7-12 *Violations.*

(A) Notwithstanding the provisions of subsection (B), any person who is found responsible for a violation of Goodyear Municipal Code Article 13-7, whether by admission, default, or after a hearing, shall be issued a civil sanction as follows:

(1) *First violation.* A person found responsible for a violation of this Article, without being held responsible for any other violations of this Article within the prior twelve months, shall be responsible for a civil offense and fined a penalty of fifty dollars (\$50.00) per violation of this Article.

(2) *Second violation.* A person found responsible for a second violation of this Article within twelve months of being held responsible for a violation of this Article, shall be fined two hundred and fifty dollars (\$250) per violation of this Article.

(3) *Third violation.* A person found responsible for a third violation of this Article within twelve months of being held responsible for two prior violations of this Article shall be fined a penalty of five hundred dollars (\$500.00) per violation of this Article.

(B) Any person found guilty for a violation of §13-7-10 or §13-7-11 is guilty of a class 1 misdemeanor.



Goodyear E-Bike/E-Scooter Ordinance

Highlighted Areas of Interest

E-Bike/E-Scooter Ordinance

- Establishes regulations and safety guidelines for:
 - Electric bicycles (all classes)
 - Motorized bicycles
 - Electric stand-up scooters
 - Electric miniature scooters
- Aligns local definitions with Arizona Revised Statutes.





Goodyear E-Bike/E-Scooter Ordinance

Highlighted Areas of Interest

Speed & Safe Operation

- Must obey posted speed limits.
- Must ride at a speed that is reasonable and safe for conditions.
- Riders must control speed to avoid hazards or collisions.





Goodyear E-Bike/E-Scooter Ordinance

Highlighted Areas of Interest



Age Restrictions

- Class 3 e-bikes: 16 years
- Class 1–2 e-bikes: 14 years
- Electric stand-up scooters: 12 years



Goodyear E-Bike/E-Scooter Ordinance

Highlighted Areas of Interest

Road Positioning & Bike Lanes

- Ride near the right-hand side of the roadway.
- No more than two abreast unless in bike-designated areas.
- Use bike lanes when present, except when unsafe or preparing for a left turn.
- Scooters prohibited on roads with speed limits >25 MPH.





Goodyear E-Bike/E-Scooter Ordinance

Highlighted Areas of Interest

Actions Not Permitted

- Riding against traffic (except miniature scooters on sidewalks).
- Ignoring posted signs.
- Carrying passengers not designed for the device.
- Under-16 riders must wear a helmet.
- Class 3 e-bikes may not exceed 20 MPH on shared paths.
- No parking on roadways or sidewalks.





Goodyear E-Bike/E-Scooter Ordinance

Highlighted Areas of Interest



Riding Under the Influence

- Illegal to operate while impaired by alcohol, drugs, or toxic vapors.
- ≥0.08: presumed impaired
- Penalties include:
 - Minimum 1 day jail
 - Minimum \$250 fine
 - Possible treatment and community service



Goodyear E-Bike/E-Scooter Ordinance

Highlighted Areas of Interest

Civil Penalties

- 1st Violations: \$50
- 2nd Violations: \$250
- 3rd Violations: \$500





Goodyear E-Bike/E-Scooter Ordinance

Highlighted Areas of Interest

If Ordinance is approved:

- 1st 6 months, education campaign through the Police Department and Digital Communications
- After 6 months, enforcement will begin (November 1st).





Goodyear Real-Time Crime Center FY2025 Strategic Plan Update

Recommendation

- Approval of E-Bike/E-Scooter Ordinance.