



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, September 28, 2026

5:00 p.m.

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

Mayor
Joe Pizzillo

Vice Mayor
Brannon Hampton

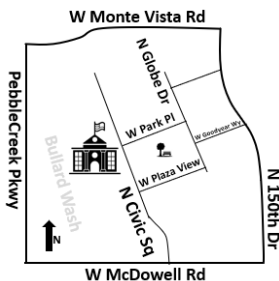
Councilmember
Wally Campbell

Councilmember
Laura Kaino

Councilwoman
Vicki Gillis

Councilmember
Benita Beckles

Councilmember
Trey Terry



PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

Please complete a speaker card and submit it to the City Clerk prior to the meeting being convened, if possible. Each speaker is limited to three (3) minutes. Once the City Clerk has called your name, step up to the lectern and begin by clearly stating your name for the record and whether you are a Goodyear resident.

NON-AGENDA ITEMS

Members of the public may address the City Council regarding any non-agenda item within the jurisdiction of the City Council. The City Council will listen to comments and may take any of the following actions:

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

AGENDA ITEMS

Members of the public may address the City Council regarding any item on the Consent, Public Hearing and/or Business portions of the agenda. Each speaker's name will be called in turn once the item has been reached and after City staff have completed their presentation.

PROCEDURES

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Goodyear City Council and to the general public that the Council of the city of Goodyear will hold a meeting open to the public. Public body members of the city of Goodyear will attend either in person or by telephone conference call and/or video communication. The Goodyear City Council may vote to go into Executive Session, pursuant to A.R.S. § 38-431.03(A)(3), which will not be open to the public, to discuss certain matters. Meetings are conducted in accordance with the City Council Meetings Council Rules of Procedure adopted by Resolution No. 2025-2441.



City Clerk's Office: 1900 N. Civic Square, Goodyear, AZ 85395 (623) 882-7830
www.goodyearaz.gov/cityclerk

City Council Meeting Live Broadcast: <https://www.facebook.com/cityofgoodyear/videos>

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE AND INVOCATION BY VICE MAYOR HAMPTON****PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR****CONSENT****1. APPROVAL OF MINUTES
RECOMMENDATION**

Approve the August 31, 2026 and September 14, 2026 Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

**2. APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR
FLOWER CHILD
RECOMMENDATION**

Recommend approval of Application No. 407388 for a Series 12 (Restaurant) liquor license to the Arizona Department of Liquor Licenses and Control, for Flower Child located at 1830 N. Bullard Avenue, Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

**3. APPROVAL OF BUDGET AMENDMENTS AND RELATED EXPENDITURE
AUTHORITY
RECOMMENDATION**

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

**4. APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) FOR FORENSIC
MEDICAL SERVICES AT THE SOUTHWEST FAMILY ADVOCACY
CENTER (SWFAC)
RECOMMENDATION**

Approve the MOU with the Southwest Family Advocacy Center, Partnering Agencies, HonorHealth, and Phoenix Children's Hospital, Inc., to support the continued provision of forensic medical services at the Southwest Family Advocacy Center, and provide authorization and direction to the City Manager, or designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

5. **APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) WITH HOMELAND SECURITY INVESTIGATIONS (HSI) EL DORADO TASK FORCE PARTICIPATION RECOMMENDATION**

Approve the MOU with Homeland Security Investigations to allow the Goodyear Police Department to participate in the El Dorado Task Force, and provide authorization and direction to the City Manager, or designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

6. **APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) WITH FEDERAL BUREAU OF INVESTIGATION (FBI) FINANCIAL CRIMES TASK FORCE RECOMMENDATION**

Approve the MOU with the Federal Bureau of Investigation to allow the Goodyear Police Department to participate in the Financial Crimes Task Force, and provide authorization and direction to the City Manager, or designee, to take action and execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

7. **APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) WITH DRUG ENFORCEMENT ADMINISTRATION (DEA) TASK FORCE PARTICIPATION RECOMMENDATION**

Approve the MOU with the Department of Justice, Drug Enforcement Administration, to allow the Goodyear Police Department to continue to participate in the DEA Task Force, and provide authorization and direction to the City Manager, or designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

BUSINESS

8. **AUTHORIZE CONSENT ORDER WITH MARICOPA COUNTY ENVIRONMENTAL SERVICES DEPARTMENT RECOMMENDATION**

Authorize and direct the Water Services Director to enter into a Consent Order agreement with the Maricopa County Environmental Services Department and to take actions and execute documents necessary to carry out the intent of the agreement. (Barbara Chappell, Water Services Director)

INFORMATION ITEMS

Comments, commendations, reports on current events and presentations by Mayor, Councilmembers, or the City Manager. The Council may not propose, discuss, deliberate or take any legal action on the information presented, pursuant to A.R.S. 38-431.02.

- Reports from the Mayor and City Council
This may include current events and activities as well as requests for information or

future agenda items.

- Report from the City Manager

This may include updates from events, city staffing updates, update on legislative issues, clarification on items being requested by Council, and Manager's update on Council related matters.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

October 5, 2026

Council Meeting

5:00 p.m.

ADJOURNMENT

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

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

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

POSTING VERIFICATION

This agenda was posted on September 23, 2026, at 3:30 p.m. by Anita Gabrielson, Senior City Clerk Specialist.

ITEM #: 1.
DATE: 09/28/2026
AI #:3495



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the August 31, 2026 and September 14, 2026 Regular Meeting draft minutes.
(Jasmine Pernicano, City Clerk)

Attachments

2026-08-31 Regular Meeting Draft Minutes

2026-09-14 Regular Meeting Draft Minutes

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



Monday, August 31, 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: Bryan Langley, City Manager; Roric Massey, City Attorney; Jasmine Pernicano, City Clerk

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER BECKLES

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

Bob Raya, Goodyear resident, requested the establishment of a city pickleball league.

Chris McLaughlin, Goodyear resident, expressed concerns regarding Flock cameras and requested the matter be placed on a future meeting agenda.

Jason Chavez expressed concerns with Flock cameras.

COMMUNICATIONS

1. RECOGNITION OF BATTALION CHIEF DARRIN GREEN'S RETIREMENT AND 24 YEARS OF SERVICE WITH THE GOODYEAR FIRE DEPARTMENT

Paul Luizzi, Fire Chief, recognized Battalion Chief Darrin Green for 24 years of service and highlighted his career accomplishments and contributions to the Goodyear Fire Department.

Darrin Green, Battalion Chief, expressed his gratitude for the opportunities to serve the City.

Council thanked Battalion Chief Green for his service and wished him well in retirement.

No action was taken.

2. **PROCLAMATION RECOGNIZING GOODYEAR LITTLE LEAGUE 11U WINNING THE STATE CHAMPIONSHIP**

Bruce Kessman, Ballpark General Manager, recognized the Goodyear Little League 11U All-Star team for winning the Arizona State Championship. Mr. Kessman highlighted the team was undefeated during the state championship, recognized the team for its determination, teamwork, and representation of Goodyear. A video showcasing the team's highlights was shown to the public.

Janet Hidalgo, Assistant to the Mayor, read a proclamation recognizing the team.

Mayor Pizzillo presented the proclamation.

No action was taken.

CONSENT

MOTION BY Councilmember Laura Kaino, SECONDED BY Vice Mayor Brannon Hampton to APPROVE Consent Agenda items 3 through 12. 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

3. **APPROVAL OF MINUTES**

RECOMMENDATION

Approve the July 6, 2026 Regular Meeting draft minutes and August 4, 2026 Special Meeting draft minutes. (Jasmine Pernicano, City Clerk)

4. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR ROCK N ROLL SUSHI**

RECOMMENDATION

Recommend approval of Application No. 404248 for a Series 12 (Restaurant) liquor license and Application No. 404257 for an Interim Permit to the Arizona Department of Liquor Licenses and Control, for Rock N Roll Sushi located at 15611 W. McDowell Road, Suite 110, Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

5. **APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR FEDERICO'S MEXICAN FOOD**

RECOMMENDATION

Recommend approval of Application No. 406216 to the Arizona Department of Liquor Licenses and Control for a Series 12 (Restaurant) liquor license for Federico's Mexican Food located at 2455 N. Pebblecreek Parkway, Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

6. **PERMANENT EXTENSION OF PREMISES/PATIO PERMIT FOR LAKESIDE GRILL ESTRELLA**

RECOMMENDATION

Recommend approval of a Permanent Extension of Premises/Patio Permit application to the Arizona Department of Liquor Licenses and Control for Lakeside Grill Estrella, liquor license No. 012070002030, located at 17665 W. Elliot Road, Goodyear, Arizona 85338. (Jasmine Pernicano, City Clerk)

7. **APPROVAL OF BUDGET AMENDMENTS AND RELATED EXPENDITURE AUTHORITY**

RECOMMENDATION

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

8. **APPROVAL OF AMENDMENT ONE TO THE INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY FOR THE GOODYEAR POLICE DEPARTMENT (GYPD) RECRUIT TRAINING**

RECOMMENDATION

Approve Amendment One to the IGA with Maricopa County, and provide authorization and direction to the Mayor, or their designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

9. **RESOLUTION AUTHORIZING ACQUISITIONS OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR CAPITAL IMPROVEMENT PROJECT (CIP) #30014 - FIRE STATION 187 (MOBILE) REMODEL IMPROVEMENTS PROJECT**

RECOMMENDATION

Adopt Resolution No. 2026-2534 Authorizing the acquisition of Real and Personal property interests needed for CIP #30014 - Fire Station 187 (Mobile) Remodel Improvements Project. (Colton Blyle, Real Estate Specialist)

10. **RESOLUTION DESIGNATING THE CHIEF FISCAL OFFICER FOR ANNUAL EXPENDITURE LIMITATION REPORTS FOR FISCAL YEARS (FY) 2026 AND 2027**

RECOMMENDATION

Adopt Resolution No. 2026-2535 Designating the Chief Fiscal Officer for officially submitting the Fiscal Years 2026 and 2027 Annual Expenditure Limitation Report to the Arizona Auditor General. (Laura Calder, Director of Finance)

11. **RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE GILA RIVER INDIAN COMMUNITY FOR MUTUAL AID**

RECOMMENDATION

Adopt Resolution No. 2026-2536 Approving an Intergovernmental Agreement with Gila River Indian Community for Mutual Aid Response for Fire Protection and Other Emergency Services. (Paul Luizzi, Fire Chief)

12. **ORDINANCE CREATING A CUSTOMER SERVICE & INNOVATION DEPARTMENT**

RECOMMENDATION

Adopt Ordinance No. 2026-1653 Amending Goodyear City Code Section 3-1-5 (Department Heads) creating a Customer Service & Innovation Department; providing for corrections, severability and declaring an emergency. (Bryan Langley, City Manager)

PUBLIC HEARINGS

13. **RESOLUTION APPROVING A SPECIAL USE PERMIT FOR DESERT RAINBOW SOLAR ENERGY GENERATION FACILITY**

Mayor Pizzillo opened the public hearing at 5:33 p.m.

Ann Dolmage, Principal Planner, presented a request for a Special Use Permit for Desert Rainbow, a solar energy generation facility, on approximately 5,050 acres in South Goodyear. Ms. Dolmage reviewed the project layout, solar generation, battery energy storage components and notated the preservation of approximately 730 acres associated with Waterman Wash. She provided details on the screening and setbacks, access to the site, including emergency response, utility needs, hazard mitigation, and biological study results. She reviewed the project lifespan, decommissioning plan and provided the results of an economic study.

Ms. Dolmage summarized the public notification process and noted that 14 resident comments had been received. She also reviewed staff's recommendation, which was consistent with the Planning and Zoning Commission's recommendation.

Andrew Yancey, attorney with Bergin, Frakes, Smalley and Oberholtzer, on behalf of the applicant, presented information regarding the utility grid, project details, site plan and economic and community benefits.

Anna Smith, representing Arizona Public Service, spoke in support of the added value the SRP project will provide.

Kristiana Faddoul-Pepper, expressed support for the project.

Manuel Gutierrez, on behalf of Veteran Power America, and Ashley Carroll did not wish to speak, but supported the project.

There being no other speakers present, Mayor Pizzillo closed the public hearing at 5:58 p.m.

Jasmine Pernicano, City Clerk, read Resolution No. 2026-2537 by title only.

In response to Council inquiry, Ms. Dolmage clarified that the project would not change the existing General Plan designation and provided information regarding open space, zoning, public notification, a letter of support from Arizona Public Service, and the anticipated project timeline.

Mr. Yancey provided information on the privately owned parcels located within the project site, decommissioning plan, current cattle leases, land ownership, and fire safety in response to Council inquiry.

Paul Luizzi, Fire Chief, responded to Council inquiry regarding the emergency and fire

response, and a project-specific risk assessment would be completed when the applicant develops an emergency response plan.

Councilmember Terry requested additional information on the decommissioning and emergency response plan as it is finalized.

Vice Mayor Hampton inquired about the access to the Quartz Peak trailhead.

In response to Council inquiry, Brendan Cuffe, Senior Manager, AES Corporation, provided details of the large scale fire tests that are performed during the certification process to minimize risks.

Councilmember Beckles stated the benefits and concerns associated with the proposed project, including renewable energy.

Katie Wilken, Director of Development Services, provided information regarding the location of a future roadway extending south toward Mobile.

Council discussed property access, decommissioning, wildlife, fire mitigation, lighting, renewable energy, financial assurances, and community benefits.

MOTION BY Councilmember Trey Terry, SECONDED BY Councilmember Laura Kaino to ADOPT Resolution No. 2026-2537 Approving the Special Use Permit for an Energy Generation Facility with an accessory use of a battery energy storage system located on approximately 5,050 acres generally extending north to south from the Queen Creek Road alignment to the Patterson Road alignment, and west to east from Waterman Wash to the 139th Avenue alignment. The motion carried as follows:

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

NAY: Councilmember Benita Beckles

Passed

14. RESOLUTION ESTABLISHING A SPECIAL PUBLIC IMPROVEMENT PROJECT AREA AND AUTHORIZING COST RECOVERY FOR CAPITAL IMPROVEMENT PROJECT (CIP) PROJECT #42026 - ESTRELLA PARKWAY: VINEYARD ROAD TO MC85 (ESTRELLA BRIDGE)

Mayor Pizzillo opened the Public Hearing at 6:42 p.m.

Logan Hopp, Deputy Director of Engineering - Transportation, presented a request to establish a Special Public Improvement Cost Recovery Area for the Estrella Parkway widening project. Mr. Hopp reviewed the purpose and process for cost recovery, the proposed roadway and Estrella bridge improvements, property and utility requirements, construction timing, and the allocation of costs among eight undeveloped parcels owned by three property owners. The total project cost was estimated at approximately \$114 million, with proposed maximum cost recovery across the eight parcels of \$20,845,000.

Noel Carter, representing Pioneer 2005 LLC, expressed concerns regarding the cost should the owners sell the property for future development.

There being no other speakers present, Mayor Pizzillo closed the public hearing at 6:51 p.m.

Jasmine Pernicano, City Clerk, read Resolution No. 2026-2538 by title only.

In response to Council inquiry, Mr. Hopp, explained that cost recovery allows the City to advance roadway improvements before adjacent properties develop. He also discussed communication with affected property owners, the 15-year cost recovery period, parcel zoning, and the proposed separated bike lane on Estrella Bridge.

Roric Massey, City Attorney, responded to Mayor Pizzillo's inquiry that a road adjacent to a property is a condition of development and different from impact fees.

In response to Council's inquiry, Laura Calder, Director of Finance, explained that recovered funds would be returned to the city budget.

Council expressed support for the proposed cost recovery and discussed its purpose and timing, impacts on undeveloped properties, and anticipated project benefits.

MOTION BY Vice Mayor Brannon Hampton, SECONDED BY Councilmember Trey Terry to ADOPT Resolution No. 2026-2538 Approving and establishing a Special Public Improvement Project Area that includes properties receiving special benefits from improvements to widen Estrella Parkway and authorizing the City to recover an allocated share of the costs of the special public improvements from the owners of the specially benefited properties. 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 events and thanked staff for the work associated with the Goodyear Little League championship and other community activities, promoted upcoming 9/11 events and showed appreciation to the Goodyear Police and Fire response following a recent traffic accident.

Bryan Langley, City Manager, welcomed Council back following the summer break and introduced James Smith, Director of Economic Development. Mr. Langley noted that additional recruitment updates would be provided to Council in the near future.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

September 14, 2026

Council Meeting

5:00 p.m.

EXECUTIVE SESSION

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

15. 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 city's position in connection with contracts that are the subject of negotiations associated with Spring Training facilities.

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Benita Beckles 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 7:10 p.m

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 8:05 p.m.

RECONVENE REGULAR MEETING

Mayor Pizzillo reconvened the Regular Meeting at 8:05 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 8:05 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 REGULAR MEETING of the city of Goodyear, Arizona, held on August 31, 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 - Canyon Trails Room 1 & 2
1900 N. Civic Square
Goodyear, AZ 85395



Monday, September 14, 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 Trey Terry**

Absent: **Councilmember Benita Beckles**

Staff Present: Bryan Langley, City Manager; Roric Massey, City Attorney; Jasmine Pernicano, City Clerk

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilwoman Vicki Gillis to EXCUSE Councilmember Beckles. The motion carried as follows:

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

Passed - Unanimously

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR PIZZILLO

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

Chris McLaughlin, Goodyear resident, expressed concerns regarding Flock cameras and requested the matter be placed on a future meeting agenda.

CONSENT

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Wally Campbell to APPROVE Consent Agenda Items 1 through 5. The motion carried as follows:

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

Passed - Unanimously

1. **APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR FOGO DE CHAO CHURRASCARIA**

RECOMMENDATION

Recommend approval of Application No. 404218 to the Arizona Department of Liquor Licenses and Control (DLLC) for the issuance of a new Series 12 Restaurant Liquor License for Fogo de Chao Churrascaria, located at 14725 W. Goodyear Way, Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

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

RECOMMENDATION

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

3. **APPROVAL OF INTERGOVERNMENTAL AGREEMENTS (IGA) WITH CITY OF AVONDALE WEST VALLEY SEX TRAFFICKING TASK FORCE**

RECOMMENDATION

Approve the IGA with the City of Avondale's West Valley Sex Trafficking Task Force and provide authorization and direction to the City Manager and or their designee, to execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

4. **APPROVAL OF THE DRUG ENFORCEMENT AGENCY (DEA) EQUITABLE SHARING AGREEMENT AND ANNUAL CERTIFICATION AFFIDAVIT**

RECOMMENDATION

Approve the Equitable Sharing Agreement and Certification (ESAC) with Department of Justice, and provide authorization and direction to the Mayor, or designee and City Manager, or designee, to take actions and execute the necessary documents to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

5. **RESOLUTION AUTHORIZING THE LICENSE AGREEMENT WITH BICENTEL LLC TO INSTALL A FIBER OPTIC NETWORK WITHIN THE CITY'S RIGHTS-OF-WAY**

RECOMMENDATION

Adopt Resolution No. 2026-2539 Authorizing the City Manager and or their designee to execute a license agreement with Bicentel LLC, a Florida limited liability company, and to enter into separate agreements for in-kind exchanges which may include fiber and or conduit. (Philip Cochran, Assistant City Attorney)

WORK SESSION

ALL ITEMS LISTED WERE FOR DISCUSSION ONLY. NO ACTION WAS TAKEN.

6. FIRE RESOURCE MANAGEMENT BUILDING UPDATE

Paul Luizzi, Fire Chief, introduced the item and provided an overview of the previous and current conditions of the current Fire Resource Management Building and mitigations put in place for safety. Chief Luizzi then introduced Tim Wayne, Deputy Fire Chief.

Deputy Fire Chief Wayne reviewed the proposed new Fire Resource Management Building, CIP Project 30015, including the timeline, funding, interior and exterior design of the facility and next steps.

Chief Luizzi responded to Council's inquiry that completion would be in 2028 and that the project would return to Council for consideration in the FY2028 budget process, and clarified that this moves the project up in the current 5-year Capital Improvement Program (CIP). He additionally explained that cold plunge and red-light therapy are additional services anticipated to be included in the design for post-shift use for overall health and wellness.

In response to Council inquiry, Deputy Chief Wayne confirmed there will be covered parking in the exterior parking area.

In response to Council, Bryan Langley, City Manager, explained that additional add-ons such as the solid waste facility would need to be funded by a different source and will be brought for consideration during the FY2028 budget cycle.

Council expressed support for the project.

7. STRATEGIC PLAN UPDATE: INCREASE CITY NON-POTABLE WATER USES

Rachel Garcia, Deputy City Manager, introduced the strategic plan action item related to the increase use of non-potable water for park irrigation, then introduced David Lopez, Director of Parks and Recreation and Barbara Chappell, Water Services Director.

David Lopez reviewed the strategic plan goal, then turned the presentation over to Barbara Chappell. Ms. Chappell reviewed the definition of water sources used for park irrigation and provided a list of water providers throughout the city. Mr. Lopez continued to review the current Goodyear park locations, highlighting those currently using alternative water sources. He then reviewed the current challenges as they relate to reliability, availability and increased costs and future opportunities for Roosevelt Irrigation District (RID) connections, increasing the use of non-potable water and extending the remediated water. He highlighted various parks, including Goodyear Community Park and Goodyear Recreation Campus Phase I & II, for opportunities to use alternate water sources. Mr. Lopez concluded with next steps to prioritize, coordinate and implement the non-potable water options.

Mr. Lopez responded to Council inquiry, that there could be multiple storage ponds that could aerate the water to limit mosquitos, and noted the ponds at Rio Paseo and Bullard Wash parks are used to irrigate the park.

In response to Council inquiry, Ms. Chappell explained that fish in storage ponds are added for upkeep, and fishing is not permitted and explained HOA conservation programs and noted that

new schools are encouraged to use non-potable water for irrigation, and increasing the number of irrigation wells may be an option.

Council discussed support for increasing the use of non-potable water, noting salinity concerns to prevent damage to landscaping, including using non-potable water for golf courses and water features and recognized its value for groundwater recharge and acknowledged the benefit of having multiple water sources.

INFORMATION ITEMS

There were no information items.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

September 21, 2026

Council Meeting

5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:07 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 September 14, 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 #: 2.
DATE: 09/28/2026
AI #:3451



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR FLOWER CHILD

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

SUMMARY

Ryan Anderson, Agent for Flower Child, has submitted an application for a Series 12 (Restaurant) liquor license for Flower Child located at 1830 N. Bullard Avenue, Goodyear, AZ 85395. The applicant is requesting that the Council 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. 407388 for a Series 12 (Restaurant) liquor license to the Arizona Department of Liquor Licenses and Control, for Flower Child located at 1830 N. Bullard Avenue, Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The City Clerk Office received a Series 12 (Restaurant) liquor license application on August 17, 2026, from the Arizona DLLC for Flower Child, represented by Agent Ryan Anderson.

In accordance with A.R.S. §4-201(B), the public hearing notice was posted at the establishment on September 3, 2026, 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 Goodyear Police Department and the Development Services Department, including Code Compliance, Building and Planning &

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

STAFF ANALYSIS

The requested Series 12 (Restaurant) License is a non-transferable license issued to establishments that operate primarily as restaurants. The license authorizes the sale of all types of spirituous liquor for consumption on the premises, provided that at least 40% of the establishment's gross revenue is derived from the sale of food.

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

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

The Council's recommendation will be forwarded to the Arizona DLLC for consideration.

Attachments

Attachment A - DLLC Local Governing Body Report

Attachment B - One-Mile Report and Evaluation Map

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

Created 08/17/2026 @ 08:56:19 AM

Local Governing Body Report

**Received by the
Goodyear City
Clerk's Office
Monday,
August 17, 2026**

LICENSE

Number:		Type:	012 RESTAURANT
Name:	FLOWER CHILD		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1830 N BULLARD AVENUE GOODYEAR, AZ 85395 USA		
Mailing Address:			
Phone:	(602)234-8763		
Alt. Phone:			
Email:	SGONZALES@BCATTORNEYS.COM		

AGENT

Name:	RYAN WITNER ANDERSON
Gender:	Male
Correspondence Address:	1850 N CENTRAL AVENUE #1700 C/O BURCH & CRACCHIOLO P.A. PHOENIX, AZ 85004 USA
Phone:	(602)234-8763
Alt. Phone:	(602)274-7611
Email:	BCLIQUOR@BCATTORNEYS.COM

OWNER

Name:	FLOWER CHILD GOODYEAR LLC		
Contact Name:	RYAN WITNER ANDERSON		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	25034978	State of Incorporation:	AZ
Incorporation Date:	03/18/2026		
Correspondence Address:	1850 N CENTRAL AVENUE #1700 C/O BURCH & CRACCHIOLO P.A. PHOENIX, AZ 85004 USA		
Phone:	(602)234-8763		
Alt. Phone:			
Email:	BCLIQUOR@BCATTORNEYS.COM		

Officers / Stockholders

60th Day -
10-16-26

Name:
FLOWERCHILD HOLDING COMPANY LLC

Title:
Member

% Interest:
100.00

**THE CHEESECAKE FACTORY RESTAURANTS
INC - Shareholder
THE CHEESECAKE FACTORY RESTAURANTS
INC - Shareholder
THE CHEESECAKE FACTORY RESTAURANTS
INC - Shareholder
THE CHEESECAKE FACTORY RESTAURANTS
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INC - Shareholder
THE CHEESECAKE FACTORY RESTAURANTS
INC - Shareholder
THE CHEESECAKE FACTORY RESTAURANTS
INC - Shareholder**

Name: THE CHEESECAKE FACTORY INCORPORATED
Contact Name: SAMUEL WILLIAM FOX
Type: CORPORATION
AZ CC File Number: F10142781 State of Incorporation: AZ
Incorporation Date:
Correspondence Address: 4455 E CAMELBACK ROAD
#B100
PHOENIX, AZ 85018
USA
Phone: (480)905-6920
Alt. Phone:
Email: LKIM@FOXRC.COM

FLOWER CHILD GOODYEAR LLC - Member

Name: FLOWERCHILD HOLDING COMPANY LLC
Contact Name: RYAN WITNER ANDERSON
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L21241162 State of Incorporation: AZ
Incorporation Date: 09/19/2016
Correspondence Address: 1850 N CENTRAL AVENUE
#1700 C/O BURCH & CRACCHIOLO P.A.
PHOENIX, AZ 85004
USA
Phone: (602)274-8773
Alt. Phone:
Email: BCLIQUOR@BCATTORNEYS.COM

**THE CHEESECAKE FACTORY INCORPORATED -
CFO/Dir
THE CHEESECAKE FACTORY RESTAURANTS
INC - CFO/Dir
THE CHEESECAKE FACTORY INCORPORATED -
CFO/Dir
THE CHEESECAKE FACTORY RESTAURANTS
INC - CFO/Dir
THE CHEESECAKE FACTORY INCORPORATED -
CFO/Dir
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CFO/Dir
THE CHEESECAKE FACTORY RESTAURANTS
INC - CFO/Dir
THE CHEESECAKE FACTORY INCORPORATED -
CFO/Dir
THE CHEESECAKE FACTORY RESTAURANTS
INC - CFO/Dir**

Name: MATTHEW ELIOT CLARK
Gender: Male
Correspondence Address: 4455 E CAMELBACK ROAD
#B100
PHOENIX, AZ 85018
USA
Phone: (818)871-3084
Alt. Phone:
Email: LICENSING@THECHEESECAKEFACTORY.COM

**FOX RESTAURANT CONCEPTS LLC - Member-
Stockholder**

**FOX RESTAURANT CONCEPTS LLC - Member-
Stockholder**

**FOX RESTAURANT CONCEPTS LLC - Member-
Stockholder**

**FOX RESTAURANT CONCEPTS LLC - Member-
Stockholder**

**FOX RESTAURANT CONCEPTS LLC - Member-
Stockholder**

Name: THE CHEESECAKE FACTORY RESTAURANTS INC
Contact Name: SAMUEL WILLIAM FOX
Type: CORPORATION
AZ CC File Number: ACC #F09379149 State of Incorporation: CA
Incorporation Date: 01/31/2000
Correspondence Address: 4455 E CAMELBACK ROAD
#B100
PHOENIX, AZ 85018
USA
Phone: (480)905-6920
Alt. Phone:
Email: LKIM@FOXRC.COM

**FLOWERCHILD HOLDING COMPANY LLC -
Member, Stockholder**

Name: FC INVESTORS LLC
Contact Name: SAMUEL WILLIAM FOX
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 4485 E CAMELBACK ROAD
B100
PHOENIX, AZ 85018
USA
Phone: (480)905-6920
Alt. Phone:
Email: LKIM@FOXRC.NET

**THE CHEESECAKE FACTORY INCORPORATED -
CEO,Pres,CEO
THE CHEESECAKE FACTORY RESTAURANTS
INC - CEO/Dir
THE CHEESECAKE FACTORY INCORPORATED -
CEO,Pres,CEO
THE CHEESECAKE FACTORY RESTAURANTS
INC - CEO/Dir
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INC - CEO/Dir
THE CHEESECAKE FACTORY INCORPORATED -
CEO,Pres,CEO
THE CHEESECAKE FACTORY RESTAURANTS
INC - CEO/Dir**

Name: DAVID MARSHALL OVERTON
Gender: Male
Correspondence Address: 4455 E CAMELBACK ROAD
#B100
PHOENIX, AZ 85018
USA
Phone: (480)905-6920
Alt. Phone: (480)588-9719
Email: IBEAULIEU@FOXRC.COM

**THE CHEESECAKE FACTORY INCORPORATED -
VP/SEC/Dir
THE CHEESECAKE FACTORY RESTAURANTS
INC - Secretary/VP
THE CHEESECAKE FACTORY INCORPORATED -
VP/SEC/Dir
THE CHEESECAKE FACTORY RESTAURANTS
INC - Secretary/VP
THE CHEESECAKE FACTORY INCORPORATED -
VP/SEC/Dir
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THE CHEESECAKE FACTORY RESTAURANTS
INC - Secretary/VP
THE CHEESECAKE FACTORY INCORPORATED -
VP/SEC/Dir
THE CHEESECAKE FACTORY RESTAURANTS
INC - Secretary/VP**

Name: SCARLETT ANN MAY
Gender: Female
Correspondence Address: 4455 E CAMELBACK ROAD
#B100
PHOENIX, AZ 85018
USA
Phone: (818)871-3084
Alt. Phone:
Email: LICENSING@THECHEESECAKEFACTORY.COM

**THE CHEESECAKE FACTORY RESTAURANTS
INC - President
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INC - President
THE CHEESECAKE FACTORY RESTAURANTS
INC - President
THE CHEESECAKE FACTORY RESTAURANTS
INC - President**

Name: DAVID MICHAEL GORDON
Gender: Male
Correspondence Address: 4455 E CAMELBACK ROAD
#B100
PHOENIX, AZ 85018
USA
Phone: (818)871-3084
Alt. Phone:
Email: LICENSING@THECHEESECAKEFACTORY.COM

**FRC MANAGEMENT LLC - Stockholder,Member
FC INVESTORS LLC - Member, Stockholder
FRC MANAGEMENT LLC - Stockholder,Member
FRC MANAGEMENT LLC - Stockholder,Member**

Name: FOX RESTAURANT CONCEPTS LLC
Contact Name: SAMUEL WILLIAM FOX
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: ACC #L08987477 State of Incorporation: AZ
Incorporation Date: 12/28/1999
Correspondence Address: 4455 E CAMELBACK ROAD
#B100
PHOENIX, AZ 85018
USA
Phone: (480)905-6920
Alt. Phone:
Email: LKIM@FOXRC.COM

MANAGERS

Name: THE CHEESECAKE FACTORY RESTAURANTS INC
Contact Name: SAMUEL WILLIAM FOX
Type: CORPORATION
AZ CC File Number: ACC #F09379149 State of Incorporation: CA
Incorporation Date: 01/31/2000
Correspondence Address: 4455 E CAMELBACK ROAD
#B100
PHOENIX, AZ 85018
USA
Phone: (480)905-6920
Alt. Phone:
Email: LKIM@FOXRC.COM

APPLICATION INFORMATION

Application Number: 407388
Application Type: New Application
Created Date: 07/30/2026

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
unpaid rent - eviction, termination of lease
- 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

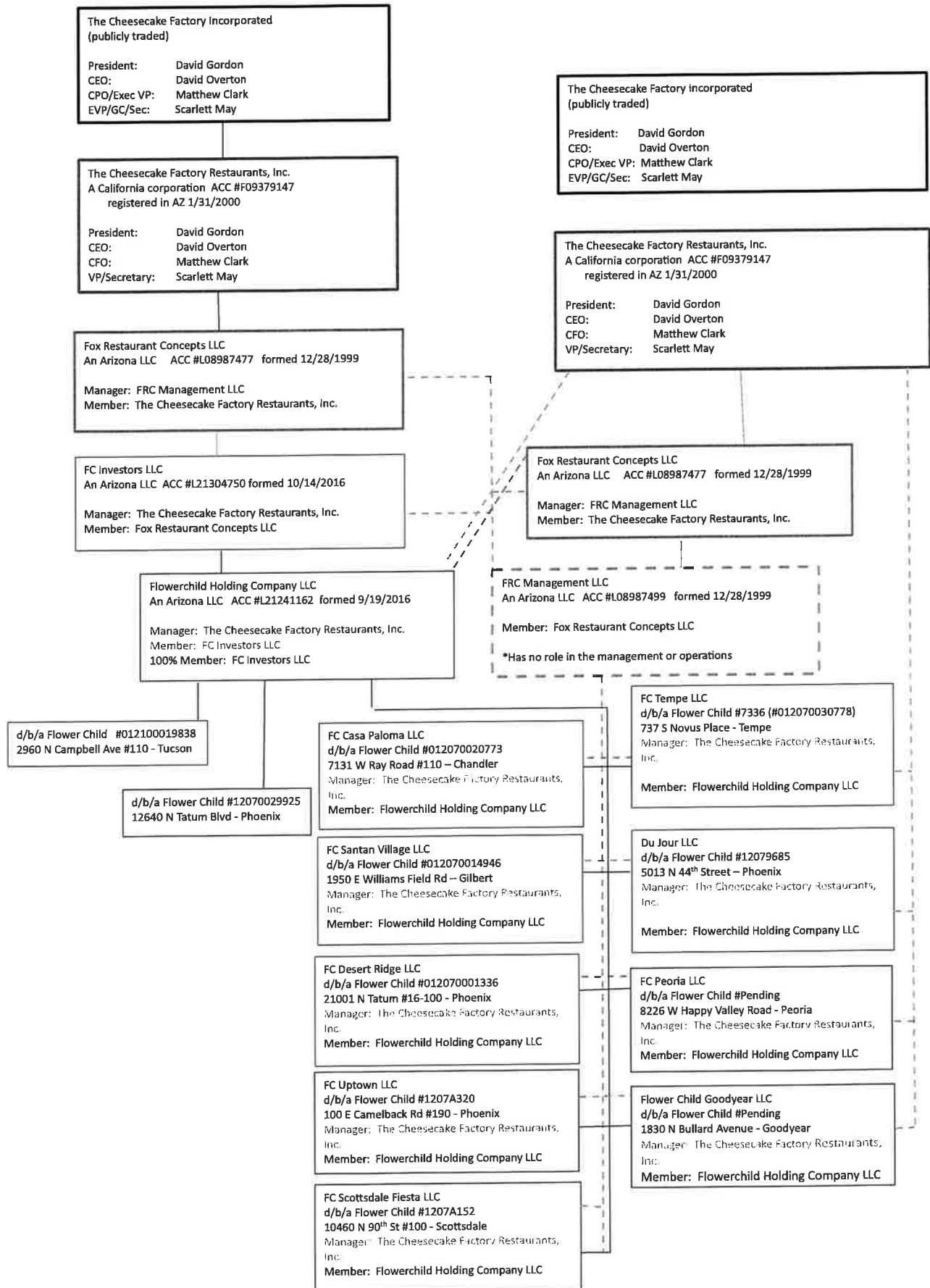
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
 Yes
 If yes, what is your estimated completion date?
 December 2026
- 9) What type of business will this license be used for?
 Restaurant

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	Cover Letter.pdf	07/30/2026
QUESTIONNAIRE	David Gordon PQ & Statement.pdf	07/30/2026
QUESTIONNAIRE	David Overton PQ & Statement.pdf	07/30/2026
DIAGRAM/FLOOR PLAN	Diagram.pdf	07/30/2026
QUESTIONNAIRE	Kate Houser PQ & Training Certificates.pdf	07/30/2026
QUESTIONNAIRE	Matthew Clark PQ & Statement.pdf	07/30/2026
MENU	Menu.pdf	07/30/2026
ORGANIZATIONAL DOCUMENTS	Org Chart.pdf	07/30/2026
RECORDS REQUIRED FOR AUDIT	Records Required for Audit.pdf	07/30/2026
RESTAURANT OPERATION PLAN	Restaurant Op Plan.pdf	07/30/2026
MISCELLANEOUS	Ryan W Anderson Alien Form with DL.pdf	07/30/2026
QUESTIONNAIRE	Ryan W Anderson PQ.pdf	07/30/2026
QUESTIONNAIRE	Scarlett May PQ & Statement.pdf	07/30/2026

Flower Child Goodyear LLC

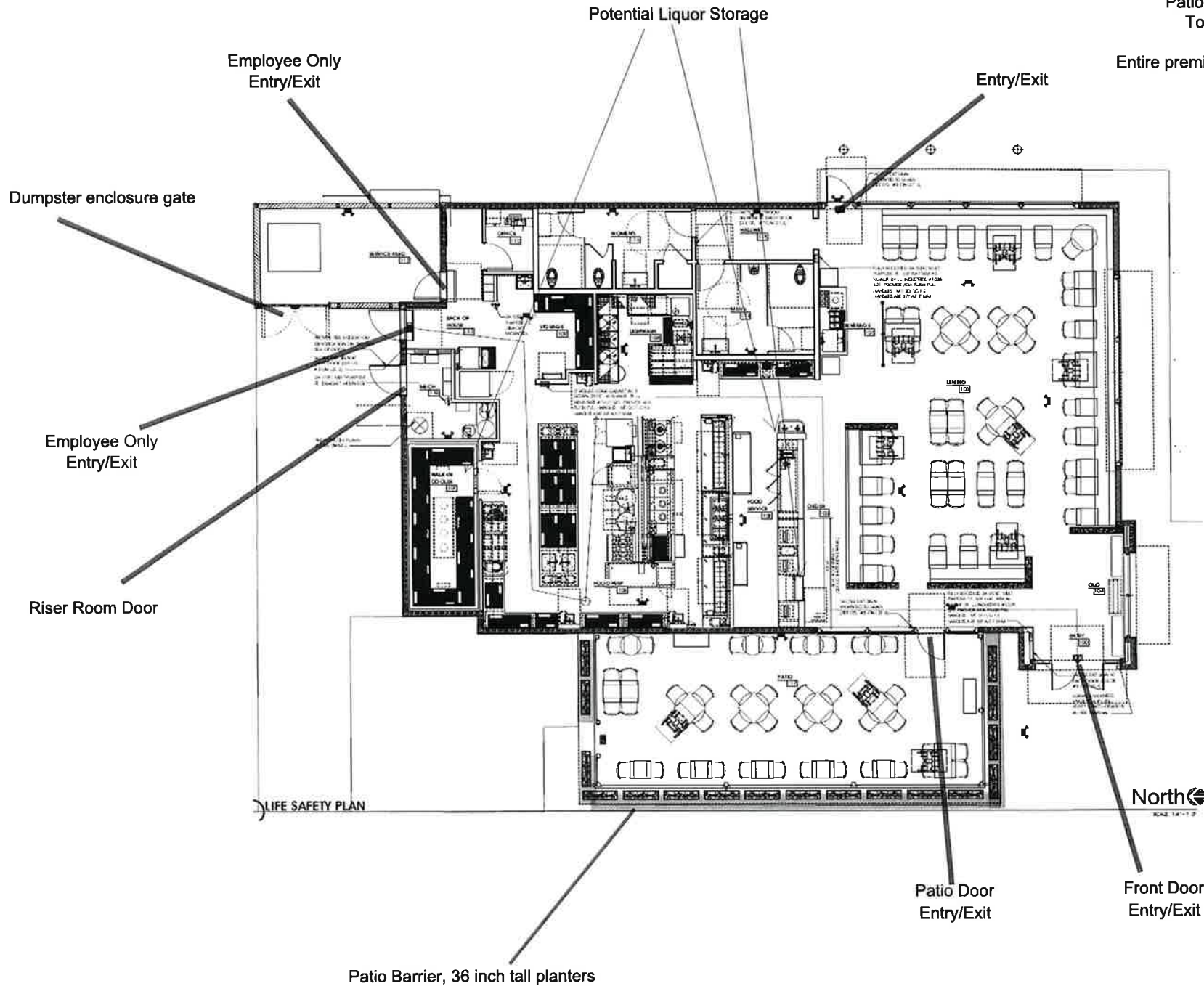
125 5 4 10/1/2022



Flower Child
1830 N Bullard Avenue, Goodyear AZ 85395

Patio Dining SF - Approx. 789
Total SF - Approx. 4,876

Entire premise licensed for alcohol storage,
display and sales



2021.04.14 09:02



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

DLIC USE ONLY

Job #:	407388
Date Accepted:	7/30/26
LC:	SA
License #:	

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

Flower Child

1. Name of restaurant (Please print): _____

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	Jade Model# JTRH-36B-36C/JMRH-1FHT/JMRH-2FHT/JCM-72-PT
Oven	Blodgett Model# ZEPH-100-G DBL
Freezer	N/A - Blast Chill - Irinox Model# EASYFRESH NEXT LL
Refrigerator	Food - Norlake Refrigerated Walk-In Cooler/Beverage - Glastender Model# C2FB84
Sink	Custom S/S Fab - Soiled & clean dishtables, 3comp sink, and 2 prep sinks
Dish Washing Facilities	Ecolab Model# XL-HT dishmachine & 3 Compartment Sink
Food Preparation Counter (Dimensions)	6 prep tables - 54"x116"/54"x108"/30"x153"/21"x72"/(2)21"x60"
Other	Garland model# C36-6C/Cleveland Model# SET15(2)

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

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

(Do not include kitchen, bar, hi-top tables, or game area.) 100 %

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

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

6. List the seating capacity for:

a) Restaurant dining area of your premises: (DO NOT INCLUDE PATIO SEATING)	[84]
b) Bar area	[+ 0]
TOTAL	[= 84]

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

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

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

10. List number of employees for each position:

Position	How many
Cooks	22
Bartenders	0
Hostesses	0
Managers	6
Servers	25
Other (Dishwasher)	5
Other ()	
Other ()	

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

Applicant Signature: David Overton
 Signer ID: 8CWPTURU12...

FLOWER CHILD

HEALTHY FOOD FOR A HAPPY WORLD

SALADS

OUR ORGANIC PRODUCE IS GUIDED BY THE DIRTY DOZEN LIST

try our sugar & dairy-free
lemon avocado dressing @ \$1.90 cal

STEAKHOUSE WEDGE \$11.25 @

chopped iceberg, marinated tomato, cucumber,
egg, pickled onion, smoked blue cheese,
buttermilk chive ranch 550 cal

TURKEY & AVOCADO COBB \$14.45 @

romaine, arugula, red cabbage, avocado, tomato,
cucumber, crunchy corn, pickled onion, smoked
almond, gorgonzola vinaigrette 740 cal

AVOCADO CAESAR \$11.25 @

romaine, parmesan, bread crumb,
chive, avocado caesar dressing 350 cal

BRUSSELS SPROUTS & ORGANIC KALE \$10.75 @

red grape, organic apple, pink grapefruit,
white cheddar, smoked almond,
apple cider vinaigrette 580 cal

CHOPPED VEGETABLE \$11.25 @

organic greens, romaine, avocado, heirloom carrot,
snap pea, radish, baby tomato, cucumber, toasted
sesame seed, ginger miso vinaigrette 270 cal

GINGER MISO CRUNCH \$10.75 @

carrot zoodles, zucchini, red pepper, cabbage, mint,
cashew, sesame seed, asian dressing 280 cal

BOWLS

GLOW BOWL \$11.95 @

sweet potato noodle, shiitake, onion, snap pea,
cilantro, mint, sunflower sauce 520 cal

CHICKEN YAKISOBA NOODLES \$16.25

grilled chicken thigh, wok seared vegetables, sesame
garlic sauce, roasted cashew 770 cal

MEDITERRANEAN CHICKEN KABOB \$16.25 @

summer squash, portobello mushroom, bell pepper,
harissa, quinoa rice, yogurt sauce, greek salad 660 cal

GREEN CHILE BEEF COLORADO \$16.75 @

jasmine rice, avocado, cilantro, radish, pico de gallo
750 cal

MOTHER EARTH \$12.45 @

ancient grains, sweet potato, portobello mushroom,
avocado, cucumber, broccoli pesto, charred onion, leafy
greens, red pepper miso vinaigrette,
hemp seed 560 cal

CHICKEN ENCHILADAS \$15.75 @

guajillo chile, smoked gouda, poblano crema,
organic black bean, roasted corn, avocado 810 cal

"FORBIDDEN" RICE \$11.95 @

black pearl, red japonica, snap pea, bok choy, broccoli,
carrot, onion, toasted sesame, red chili hoisin 670 cal

**CRUSHED AVOCADO
TOAST \$8.25 @**
soft egg*, everything spice, white
cheddar, E.V.O.O. 430 cal

**GREEN CHILE
QUESO \$8.95 @**
chickpea chorizo, white cheddar,
yellow corn chips 760 cal

AVOCADO HUMMUS \$8.25 @
sweet corn, radish, clementine &
pumpkin seed, pita 540 cal
SUB RAW VEGGIES \$3.25 40 cal

CLASSIC HUMMUS \$7.25 @
sun dried tomato, castelvetro olive,
oregano, pita 520 cal
SUB RAW VEGGIES \$3.25 40 cal

THAI LETTUCE WRAPS \$10.50 @
tofu chili crunch, sesame, lime,
cilantro, mint 450 cal

DAILY SOUP \$7.45

ENTRÉES

pick a protein + 2 sides

CHICKEN @
\$15.25

STEAK* @
served medium \$16.50

SALMON* @
\$17.25

SHRIMP @
\$16.50

TOFU @
\$13.25

**3 VEGETARIAN
SIDES \$14.50**

**roasted BRUSSELS
SPROUTS @**
caramelized cabbage, thai
basil, umami sauce 340 cal

KALE SALAD @
lemon, roasted garlic,
zucchini, parmesan, bread
crumb 270 cal

**gluten-free
MAC & CHEESE @**
aged white cheddar,
parmesan 570 cal

**roasted SWEET
POTATO FRIES @**
buttermilk yogurt ranch
460 cal

**SWEET CORN &
QUINOA @**
greek yogurt 380 cal
**red chile glazed
SWEET POTATO @**
bok choy &
sesame seed 210 cal
**simple steamed
BROWN RICE @**
160 cal

**OLIVE OIL ROASTED
VEGETABLES @**
cauliflower, broccoli, heirloom
carrot, green bean, lemon,
thyme 270 cal

**CAULIFLOWER
"RISOTTO" @**
cauliflower rice, coconut,
toasted bread crumb,
lemon, parsley 110 cal

**smashed
GOLD POTATO @**
roasted garlic & thyme
420 cal

**KUNG POW
CAULIFLOWER @**
spicy sichuan sauce, cashew,
cilantro 400 cal

roasted BROCCOLI @
lemon, garlic, parmesan,
bread crumb 250 cal

FRESH FRUIT @
pineapple, mandarin orange,
organic red grape 100 cal

SINGLE SIDES \$5.75 each

HEALTHY KIDS

\$8.95 «12 & UNDER»

pick a protein + 2 sides
(220-630 cal)

CHICKEN @ | STEAK* @ | TOFU @

BROCCOLI WITH PARMESAN @

SMASHED POTATO @

SWEET CORN & QUINOA @

GLUTEN-FREE MAC & CHEESE @

FRESH FRUIT @

CHICKEN @
\$5.75
140 cal

STEAK* @
served medium
\$6.95
180 cal

SALMON* @
\$7.25
190 cal

SHRIMP @
\$6.95
90 cal

TOFU @
\$4.25
150 cal

⊙ VEGETARIAN
⊕ VEGAN
⊗ GLUTEN-FREE

*These items may be served raw or undercooked.
Consuming raw or undercooked meats, poultry,
seafood, shellfish, or eggs may increase your risk of
foodborne illness, especially if you have certain
medical conditions. While we offer gluten-free items,
our kitchen is not gluten-free.

DESSERT

CHOCOLATE CHIP CASHEW COOKIE
\$2.95 @ 330 cal

CHOCOLATE PUDDING \$5.25 @
sprouted almond, toasted coconut 420 cal

**DOUBLE CHOCOLATE
ALMOND BROWNIE \$4.75 @**
cocoa nib, toasted almond 370 cal

LEMON OLIVE OIL CAKE \$3.75 @ 380 cal



WRAPS

CAROLINA BBQ CHICKEN \$12.95
kombucha bbq, pepperjack,
coleslaw, b & b pickle 740 cal

FLYING AVOCADO \$12.45
roasted turkey, gouda, romaine,
tomato, avocado hummus 650 cal

BLACK BEAN FALAFEL \$11.45 @
hummus, tomato, pickled red onion, arugula,
romaine, mediterranean herbs, tzatziki 600 cal

THE REBEL "FRENCH DIP" \$13.75
grass-fed steak, charred onion, arugula, creamy
horseradish, fontina cheese, bone broth 730 cal

FAMILY PACKS

TAKEOUT ONLY

(520-1030 cal/per person)

\$68 BUNDLE

«SERVES 4-6»

large grilled chicken @

SUB: STEAK*, SHRIMP*,
OR SALMON* + \$10

choice of 2 large sides

large chopped
vegetable salad @

BUILD YOUR OWN large proteins

TOFU @ \$18 | CHICKEN @ \$23

STEAK* @ \$28 | SHRIMP @ \$30

SALMON* @ \$33

large salads

CHOPPED VEGETABLE @ \$21.50

TURKEY & AVOCADO COBB @ \$28

BRUSSELS SPROUTS

& ORGANIC KALE @ \$21.50

AVOCADO CAESAR @ \$21.50

STEAKHOUSE WEDGE @ \$21.50

large sides \$15.50 ea.

DRINKS

ICED TEA 0 cal, HOT TEA 0 cal
& LEMONADE \$4

rotating kombucha ON TAP \$6.95
cold beer \$6
seasonal sangria \$8 \$28
WINE 150 / 200 cal 6oz 8oz
sparkling wine \$9
rosé \$8 \$10
sauvignon blanc \$8 \$10
chardonnay \$8 \$10
pinot noir \$8 \$10
red blend \$8 \$10

IAMAFLOWERCHILD.COM

f /eatflowerchild



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

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

DLLC USE ONLY	
Job #:	407388
Date Accepted:	7/30/26
LC:	SAK
License #:	

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

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

11. General Ledger

A. Sales Journals/Monthly Sales Schedules

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

B. Cash Receipts/Disbursement Journals

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

12. Tax Records

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

13. Payroll Records

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

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

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

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

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

A.R.S. §4-210(A) 7

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

A.R.S. §4-205.02(M)

For the purpose of this section:

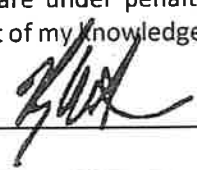
Restaurant: an establishment that derives **at least forty percent (40%)** of its gross revenue from the sale of food

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

Declaration:

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

Signature: _____



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

Liquor Licenses within One Mile – Flower Child

Applicant Address: 1830 N. Bullard Ave., Goodyear, AZ 85395

Liquor Establishments				
Business Name	Address	Distance from Applicant Address		License Series
QUIKTRIP #1417	1540 N BULLARD AVE	1,244.23	ft.	10
PF CHANG'S CHINA BISTRO	14681 W MCDOWELL RD	1,282.71	ft.	12
LIFE TIME FITNESS	14540 W MCDOWELL RD	1,367.73	ft.	12
RED ROBIN AMERICA'S GOURMET BURGERS	14551 W MCDOWELL RD	1,478.20	ft.	12
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL RD	1,560.08	ft.	12, 12G
BUBBA'S 33	1460 N BULLARD AVE	1,598.32	ft.	12
HARKINS THEATRES ESTRELLA FALLS	15010 W MCDOWELL RD	1,698.06	ft.	12
TRU BY HILTON GOODYEAR	1430 N BULLARD AVE	1,723.55	ft.	10
SPRINGHILL SUITES MARRIOTT GOODYEAR	1370 N BULLARD AVE	1,910.29	ft.	11
CHEDDARS SCRATCH KITCHEN	15030 W MCDOWELL RD	2,062.91	ft.	12
COPPER & SAGE GSQ	1975 N GLOBE DRIVE	2,470.36	ft.	12
BACCHUS WINE BAR	1975 N GLOBE DRIVE	2,470.36	ft.	7
THE STILLERY	1971 N GLOBE DRIVE BLDG	2,473.25	ft.	12
SPITZ MEDITERRANEAN STREET FOOD	2015 N GLOBE DRIVE	2,609.15	ft.	12
OVER EASY	1845 N GLOBE DRIVE	2,699.78	ft.	12
SHAKE SHACK #1515	1675 N GLOBE DRIVE	2,699.78	ft.	12
HIGH TIDE	1845 N GLOBE DRIVE BLDG 2	2,699.78	ft.	12
TEXAS RDHOUSE	15255 W MCDOWELL RD	3,654.10	ft.	12
OREGANO'S PIZZA BISTRO	15280 W MCDOWELL RD	3,751.77	ft.	12
ARRIBA MEXICAN GRILL	15370 W MCDOWELL RD	4,345.74	ft.	12
RED LOBSTER #6342	15311 W MCDOWELL RD	4,418.95	ft.	12
POPO'S FIESTA DEL SOL	15375 W MCDOWELL RD	4,482.52	ft.	12, CTG
OLIVE GARDEN ITALIAN RESTAURANT #1773	15411 W MCDOWELL RD	4,643.97	ft.	12
TOTAL WINE & MORE #1008	1416 N LITCHFIELD RD	4,793.09	ft.	9, 9S
BEVMO	15405 W MCDOWELL RD	4,801.82	ft.	9, 9S
HAYMAKER GOODYEAR	1800 N LITCHFIELD RD	5,101.52	ft.	12
RUBIO'S FRESH MEXICAN GRILL #225	15479 W MCDOWELL RD	5,105.66	ft.	12
OLD CHICAGO PIZZA AND TAPROOM	1828 N LITCHFIELD RD	5,122.93	ft.	12
MACAYOS MEXICAN FOOD	1474 N LITCHFIELD RD	5,178.49	ft.	12, CTG
AH-SO SUSHI & STEAK	15475 W MCDOWELL RD	5,190.99	ft.	12
BARRO'S PIZZA	15475 W MCDOWELL RD	5,190.99	ft.	12

Schools		
Business Name	Address	Distance from Applicant Address
Great Hearts - Archway Trivium West	2001 N Bullard Ave	877.17 ft
Great Hearts - Archway Trivium East	14130 W Mcdowell Rd	3,966.98 ft
Montessori In The Park	1832 N Litchfield Rd	4,765.46 ft

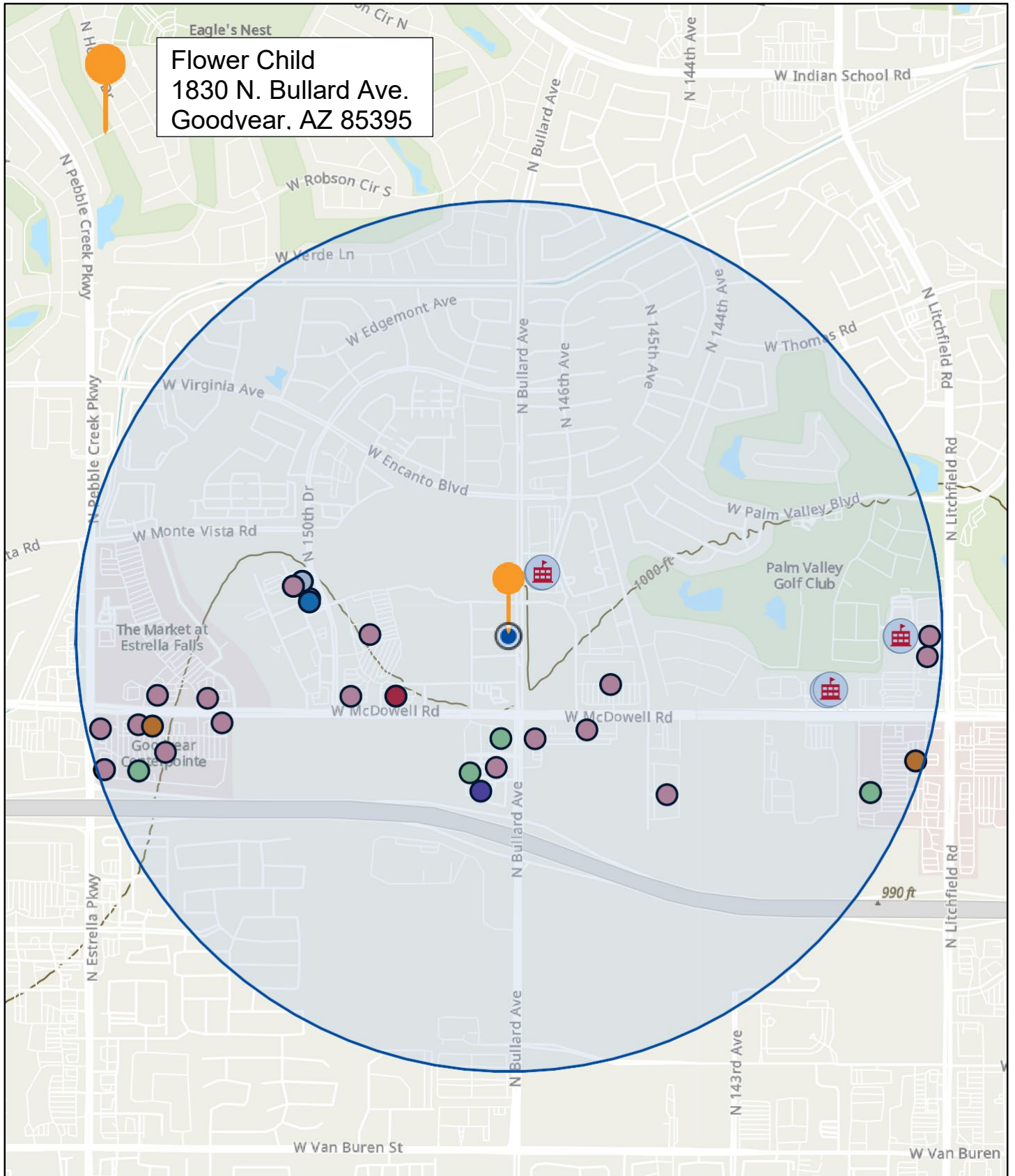
Types of Series

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 9S Liquor Store w/ Sampling
 Series 10 Beer & Wine Store
 Series 10S Beer & Wine Store w/
 Series 11 Hotel-Motel

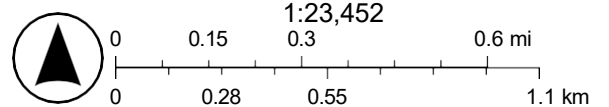
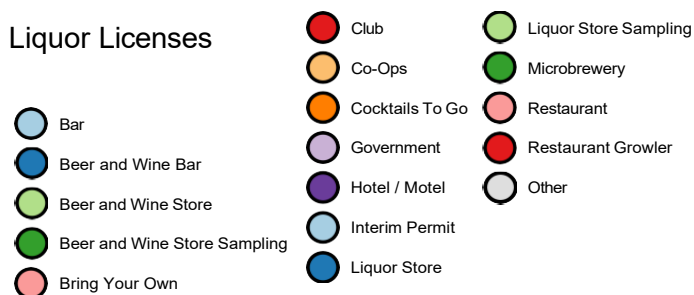
Series 12 Restaurant
 Series 12G Restaurant w/ Growler
 Series 13 Domestic Farm Winery
 Series 14 Private Club
 Series 15 Special Event Liquor
 CTG Cocktails To-Go Privilege

Evaluation Map



8/17/2026, 3:47:28 PM

Liquor Licenses



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, CNES/Airbus DS, InterMap, NASA/METI, NASA/NGS and the GIS User Community

ITEM #: 3.
DATE: 09/28/2026
AI #:3488



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF BUDGET AMENDMENTS AND RELATED EXPENDITURE AUTHORITY

STAFF PRESENTER(S): Ryan Bittle, Deputy Finance Director

SUMMARY

Budget amendment and expenditure authority requests are presented to Council on an as-needed basis throughout the year to remain in compliance with both city policy and state statute. These requests provide transparency behind adjustments needed to deliver the programs and initiatives included as part of the city's adopted budget. All requests have been previously reviewed by city leadership, ensuring the availability of financial resources and alignment with the goals and objectives of the city's financial policy.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

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

FISCAL IMPACT

Details surrounding the requests are outlined in the staff analysis section below as well as summarized in the Budget Amendment Report (Attachment A). The citywide budget total remains unchanged within the Adopted State Expenditure Limitation.

BACKGROUND AND PREVIOUS ACTIONS

Budget amendments requiring Council approval are presented as necessary throughout the fiscal year. The Fiscal Year (FY) 2027 expenditure limitation budget and FY2027 Expenditures for Administrative Award (Expenditure Authority) were both adopted on June 8, 2026.

STAFF ANALYSIS

Budget amendments 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 moving appropriations between budget items. All budget amendments are completed within city policy established by Resolution 2022-2256.

The Budget Amendment Report (Attachment A) includes the following items for reference:

1. Human Resources Department Risk Management section is requesting an additional \$170,000 in FY2027 to repair wiring and replace three conductors at the Water Services Department's Adaman Well #3 due to theft. Approximately 85% of this cost will be offset by insurance proceeds.
2. Water Services Department is requesting to move project 61027 - Well 18B: Redrill, which is currently budgeted in FY2028, into FY2027. The project is budgeted at \$2,532,000.
3. Establish Customer Service & Innovation Department Budget - At its August 31, 2026 Council meeting, Council approved Ordinance No. 2026-1653, authorizing the establishment of the Customer Service & Innovation (CSI) Department. Council is now being asked to approve all budget amendments necessary to operationalize the new department. This process primarily involves reallocating funding from other existing city departments to the new CSI Department. No additional funding beyond the adopted FY2027 budget is requested through this action. Any future requests for funding above adopted levels will be considered in accordance with the city's Council-adopted budget amendment policy.

Attachments

Attachment A- Budget Amendment Report

City Council - Budget Amendments Report - FY2027

Council Agenda Date:

9/28/2026

Reference # for CAR	Date	Transfer Journal No.	Reason Needed	Amount Requested	Funding From	Funding To
1	9/11/2026	412	Repair wiring and replace three conductors at Adaman Well #3 using Risk Water Funds due to theft.	\$170,000	Unallocated Fund Balance	Risk - Water
2	9/21/2026	754	Move project 61027 - Well 18B: Redrill, which is currently budgeted in FY2028, into FY2027. The project is budgeted at \$2,532,000.	\$2,532,000	Bond - Water	Bond - Water
3	TBD	various	Approval of future budget amendments to operationalize the Customer Service & Innovation Department. All approved amendments with this action will occur within existing funding levels.	none	Various General Fund Department Budgets	CSI Department

FY2027 Expenditures for Administrative Award (If Applicable)

Reference # for CAR	Reference to Sched 10	Project No.	Description	Current Amount	Proposed Increase/(Decrease)	Revised Amount
2	27101	61027	Move Well18B: Redrill project from FY2028 to FY2027	\$ -	\$ 2,532,000	\$ 2,532,000
				\$ -	\$ -	\$ -

ITEM #: 4.
DATE: 09/28/2026
AI #:3440



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) FOR FORENSIC MEDICAL SERVICES AT THE SOUTHWEST FAMILY ADVOCACY CENTER (SWFAC)

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

SUMMARY

The Southwest Family Advocacy Center (SWFAC) provides a coordinated, multidisciplinary response to children who are victims of abuse. HonorHealth and Phoenix Children's Hospital, Inc. provide forensic medical teams that support SWFAC by conducting forensic medical examinations of children presenting with allegations of abuse.

The proposed Memorandum of Understanding (MOU) formalizes the roles and responsibilities of the participating governmental agencies, HonorHealth, and Phoenix Children's Hospital, Inc. in supporting SWFAC services and multidisciplinary coordination.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the MOU with the Southwest Family Advocacy Center, Partnering Agencies, HonorHealth, and Phoenix Children's Hospital, Inc., to support the continued provision of forensic medical services at the Southwest Family Advocacy Center, and provide authorization and direction to the City Manager, or designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

FISCAL IMPACT

Operational costs associated with SWFAC are shared among the Partnering Agencies based on budget information provided by the City of Avondale. The City of Goodyear's Fiscal Year (FY) 2027 share of SWFAC operational costs is included in the Police Department's adopted base budget in the amount of \$479,000. Approval of the MOU does not require additional budget authority.

BACKGROUND AND PREVIOUS ACTIONS

The Southwest Family Advocacy Center opened in May 2008 to provide a coordinated, multidisciplinary approach to the investigation, assessment, treatment, and prosecution of cases involving children who are victims of abuse. The center brings together law enforcement, child protection, prosecution, medical, mental health, and other professionals to coordinate services and minimize additional trauma to children and their families.

On July 13, 2015, Council approved the First Amendment to the Amended and Restated Intergovernmental Agreement (IGA) governing participation in SWFAC. The agreement established a framework for participating governmental agencies to collaboratively provide services and share costs associated with SWFAC operations.

SWFAC operates pursuant to various intergovernmental agreements among its participating governmental agencies. HonorHealth and Phoenix Children's Hospital, Inc. participate in the center's multidisciplinary approach by providing forensic medical teams that conduct examinations of children presenting with allegations of abuse.

The proposed MOU formalizes the continued collaboration among the participating governmental agencies, HonorHealth, and Phoenix Children's Hospital, Inc., and establishes the roles and responsibilities of each participating entity. The MOU identifies an effective date of November 1, 2025, and provides for a five-year term from the date of signature unless terminated earlier in accordance with the agreement.

STAFF ANALYSIS

SWFAC provides a centralized, child-focused environment where participating agencies and service providers can coordinate the investigation and response to allegations of child abuse. This multidisciplinary approach supports collaboration among law enforcement, child protection, prosecution, medical, mental health, and other professionals while helping minimize the number of interviews and medical examinations a child may experience.

Under the proposed MOU, participating governmental agencies agree to support the center and coordinate investigative activities as resources allow. The MOU also establishes specific responsibilities for HonorHealth and Phoenix Children's Hospital, Inc., including the use of their respective forensic teams to provide unbiased forensic medical examinations to children presenting to the center with allegations of abuse.

The MOU further establishes expectations related to multidisciplinary case coordination, confidentiality, information sharing, training, and compliance with applicable federal and state laws and SWFAC policies.

Approval of the MOU, included as Attachment A, will formalize the roles and responsibilities of the participating entities and support the continued delivery of coordinated forensic medical and investigative services to children served by SWFAC.

Attachments

Attachment A - SWFAC MOU

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FOLLOWING PARTICIPATING
AGENCIES:
CITY OF AVONDALE,
CITY OF GOODYEAR,
CITY OF BUCKEYE,
STATE OF ARIZONA - DEPARTMENT OF
CHILD SAFETY
MARICOPA COUNTY – COUNTY
ATTORNEY’S OFFICE,
MARICOPA COUNTY – COUNTY SHERIFF’S
OFFICE,
HONORHEALTH,
AND
PHOENIX CHILDREN’S HOSPITAL, INC.

The City of Avondale Southwest Family Advocacy Center (“Center”), pursuant to various Intergovernmental Agreements, was created to provide integrated services for victims of abuse through the collaboration of the City of Avondale (“Avondale”), City of Buckeye (“Buckeye”), City of Goodyear (“Goodyear”), Maricopa County (“Maricopa”), and the State of Arizona Department of Child Safety (collectively referred to as “Governmental Agencies” for the purposes of the Memorandum of Understanding). *See Attachments 1 and 2.*

One of the core missions of the Center is to provide on-site collaboration and the use of multi-disciplinary team approach for children who are victims of abuse. This multidisciplinary team approach is used for prevention, investigation, protection, medical assessment, and referral for prosecution and treatment of children who are victims of abuse.

Honor Health and Phoenix Children Hospital (collectively referred to as “Nonprofit Organizations”) employ forensic teams who conduct forensic medical examinations of children who are victims of abuse.

We, the undersigned Nonprofit Organizations and Governmental Agencies, agree to this Memorandum of Understanding (“MOU”) which memorializes our support of policies, services

and programs provided by Center to assist children who are victims of abuse.

We recognize that children who have been abused have specific needs and may be in a fragile state through no fault of their own. Our current systematic response to the needs of abused children in Maricopa County includes a wide array of professional services from both public and private sectors.

We recognize that a coordinated, collaborative and systematic response enhances the investigative process and provides for the immediate medical and therapeutic treatment therefore improving the welfare of children. Having recognized these things, the undersigned support coordination between the Governmental Agencies and the Nonprofit Organizations.

Each of the undersigned agrees to support the provisions outlined in the MOU and the provisions and policies set forth in the Center's Operation Manual in an effort to implement the multidisciplinary coordination efforts, including multidisciplinary investigations.

We acknowledge that the multidisciplinary team approach through the Center will serve to enhance the individual efforts of each of the undersigned entities.

We acknowledge that through the coordination of the Governmental Agencies and Nonprofit Organizations, and through community support and awareness, the Center will assist in coordinating efforts to ensure the protection and preservation of the children of Arizona.

GENERAL PROVISIONS

1. Each Governmental Agency and Nonprofit Organization will work with and assist Center to ensure that the best interests and protection of children will be served.
2. Each Governmental Agency and Nonprofit Organization shall participate at the Center as resources allow.
3. All reasonable efforts will be made by each Governmental Agency and Nonprofit Organization to coordinate each step of the investigative process in order to minimize the number of interviews and medical exams to which a child is subjected to at the Center.
4. Each Governmental Agency and Nonprofit Organization, through its duly authorized representative(s) will participate in regularly established multi-agency case reviews.
5. Each Governmental Agency and Nonprofit Organization will agree to assist, to a reasonable level and as resources allow the Center with the collection of information for case tracking purposes.
6. Each Governmental Agency and Nonprofit Organization will be invited and encouraged to attend training sponsored by the Center. The Center may, but is not obligated to, provide financial support for professionals and volunteers to attend specialized training in

Center's sole discretion.

7. All Center volunteers must meet the criteria set forth by the Center in order to qualify as volunteers.

8. It is expressly understood that each Governmental Agency and Nonprofit Organization will work within its departmental mandates and policies. Nothing contained herein supersedes the statutes, rules and regulations governing each Governmental Agency and Nonprofit Organization.

9. Each Governmental Agency and Nonprofit Organization participating at the Center agrees, as resources allow, to provide specially trained professionals with skills in interviewing, assessment, and investigation to handle appropriate cases of child sexual and physical abuse.

10. Any conflicts or divergence from protocols and procedures that occur regarding cases being addressed by the Center shall be discussed and evaluated at the disciplinary team meeting to define a solution acceptable to all parties.

11. Each Governmental Agency and Nonprofit Organization wishes to protect the confidentiality of certain confidential information disclosed solely for use as part of the multidisciplinary team under this MOU (the "Permitted Use").

12. Any Governmental Agency or Nonprofit Organization (the "Disclosing Party") may disclose or make available to another MOU participant (the "Receiving Party"), whether orally or in physical or electronic form, confidential or proprietary information concerning the Disclosing Party and/or its activities, cases, business, products, services, marketing, or promotional or technical information in connection with this MOU, which shall include the terms and conditions of this MOU (collectively, the "Confidential Information"). For purposes hereof Confidential Information will not include information (i) that was previously known to the Receiving Party without an obligation of confidentiality; (ii) that was acquired by the Receiving Party from a third party that was not, to the Receiving Party's knowledge, under an obligation to not disclose such information; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that the Disclosing Party gave written permission to the Receiving Party to disclose. If applicable, all parties to this MOU will comply with A.R.S. § 8-807.

13. Except as otherwise required by applicable law, each Receiving Party agrees that (i) it will use the Confidential Information of the Disclosing Party solely for the Permitted Use and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and limited use at least as strict as those contained herein. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information and materials of like kind, but in no event less than a reasonable standard of care. The Receiving Party is responsible for any breach of the confidentiality provisions of this MOU by its employees or agents. In the event the Receiving Party receives a subpoena or other validly issued

administrative or judicial process demanding the Confidential Information, the Receiving Party will give the Disclosing Party prompt written notice of the subpoena or demand so that the Disclosing Party may assert any defenses to disclosure that may be available. Any such defenses must be asserted within thirty (30) days of the Disclosing Party's written notice. Confidential Information disclosed by the Disclosing Party to the Receiving Party will at all times remain the exclusive property of the Disclosing Party. The Receiving Party shall not receive any right, title, or interest in, or any license or right to use, Confidential Information or any intellectual property rights therein, by implication or otherwise except as explicitly provided herein.

14. Except as otherwise required by applicable law, the Receiving Party shall, upon the termination of this MOU or the request of the Disclosing Party, return to the Disclosing Party all Confidential Information received by the Receiving Party from the Disclosing Party and all Confidential Information in the Receiving Party's possession or control (and all copies and reproductions thereof). Alternatively, at the Receiving Party's option, the Receiving Party shall destroy all Confidential Information received by the Receiving Party from the Disclosing Party (and all copies and reproduction thereof) and any notes, reports, or other documents prepared by the Receiving Party that contain Confidential Information. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party will continue to be bound by the obligations, including confidentiality, hereunder.

15. All Governmental Agencies and Nonprofit Organizations further agree to comply with any and all federal and state laws, rules and regulations regarding the confidentiality of medical information and health care records included in such Confidential Information. To the extent such requirements apply to this MOU, each entity will comply with its own rules, regulations and policies required by state and federal law, including without limitation, the Health Insurance Portability and Accountability Act and its implementing regulations (collectively "HIPAA") where applicable.

16. Any public announcement or press release that specifically references the Center shall be reviewed and approved by the Center prior to the release. The Governmental Agency or Nonprofit Organization shall provide the public announcement or press release to the Center at fifteen (15) days prior to release. The use of the Center's name, logo or intellectual property require prior written approval. Nothing in this MOU shall be deemed to grant to any Agency any right related to any of the trademarks, trade name, or good will of the Center.

17. Subject to the protections provided to Confidential Information in Section 11 above, each Agency participating at the Center will immediately share pertinent case information as permitted by protocol and all applicable law, including HIPAA.

18. The Governmental Agencies and Nonprofit Organizations will work to identify strategies that raise public awareness regarding prevention, identification, investigation, intervention, and treatment of child abuse.

19. The Governmental Agencies and Nonprofit Organizations shall support the Center to meet the Standards of Accreditation set forth by National Children's Alliance. *See Attachment 3.*

20. The Governmental Agencies and Nonprofit Organizations intend to create a collaboration and not a partnership. No provision of this MOU shall be construed or deemed to create any joint venture, joint enterprise, or agency relationship among the undersigned entities, and no undersigned entity shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of the other undersigned entities hereto, in the absence of a separate writing, executed by an authorized representatives. Each Governmental Agency and Nonprofit Organization shall be solely responsible for its representatives, employees, and contractors. All undersigned entities shall not hold themselves out as employees or agents of each other. No entity shall withhold on behalf of the employees of another, any sums for income tax, unemployment insurance, social security or any other withholding or benefit pursuant to any law or requirement of any governmental body. Nothing in this MOU is intended nor shall be construed to create an employer/employee relationship, or to allow the undersigned entities to exercise control over one another in the manner in which their employees or agents perform services which are the subject of this MOU.

21. Each undersigned entity hereto (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless each of the other undersigned entities (each, an "Indemnified Party") and their successors, permitted assigns, estates, executors and heirs, to the fullest extent permitted by applicable Arizona law and federal law against all claims, damages, losses, liabilities, costs and expenses (collectively "Losses") incurred by the Indemnified Parties to the extent that such Losses arise from or are due to (i) the negligence, willful misconduct or fraud of the Indemnifying Party; and/or (ii) a breach of any of the terms, conditions, representations or warranties of this MOU.

22. The Indemnified Parties shall provide prompt notice to the Indemnifying Party of any potential claim subject to indemnification hereunder; provided, however, that failure to give such notification shall not affect the indemnification provided under this MOU except to the extent the Indemnifying Party shall have been materially prejudiced as a result of such failure. The Indemnifying Party shall assume the defense of the claim through legal counsel designated by it and reasonably acceptable to the Indemnified Parties, provided that each Indemnified Party may obtain separate legal counsel at its own expense. The Indemnifying Party shall not settle or compromise any claim, or consent to the entry of any judgment, without the prior written consent of the Indemnified Parties, which consent shall not be unreasonably withheld, conditioned or delayed. The Indemnified Parties shall cooperate with the Indemnifying Party in the defense of a claim, provided that such cooperation shall be at the Indemnifying Party's expense and within reasonable limitations.

23. No undersigned entity shall be liable to the other for lost profits or business, indirect, consequential or punitive damages, whether based in contract or tort (including negligence, strict liability or otherwise), and whether or not advised of the possibility of such damages.

24. Each undersigned entity agrees that none of the Center's directors, officers, employees, or any of their respective agents shall have any personal obligation hereunder, and that no undersigned entity shall not seek to assert any claim or enforce any of their rights hereunder against any of the other undersigned entities. The limitations set forth in this paragraph shall survive any cancellation, expiration, or termination, for any reason, of this MOU.

25. No Governmental Agency or Nonprofit Organization shall be responsible for the negligence or wrongful acts/omissions of another party, its officers, trustees, directors, or employees.

26. This MOU is not intended to and shall not confer upon any other person or business entity, other than the parties hereto, any rights or remedies with respect to the subject matter of this MOU.

SPECIAL AGENCY PROVISIONS

1. The City of Avondale, City of Goodyear, City of Buckeye, and Maricopa County (Sheriff's Office) shall:

- Utilize the Center as the primary office for the Lieutenant, Detectives and civilian staff of the of the Center to assist with child abuse investigations.
- Exercise final authority regarding all criminal processes involving cases that originate in the respective entity's jurisdiction including those conducted jointly with the Department of Child Safety and/or other entities.
- Not knowingly or intentionally bring a suspected abuser to the Center.

2. The Department of Child Safety (DCS) shall:

- For cases assigned to the Office of Child Welfare Investigations ("OCWI") unit of DCS, coordinate with signatory entities to protect children who are served by Center to conduct investigations, assess degree of risk and coordinate services for the children and their families.
- Exercise final authority regarding DCS administrative processes including those conducted jointly with the any of the undersigned entities.

3. The Maricopa County Attorney's Office shall:

- Be responsible for assessing the legal aspects of the cases subject to this MOU in accordance with its prosecutorial role.

4. Phoenix Children's Hospital and Honor Health shall:

- Utilize its respective forensic teams to provide unbiased forensic medical examinations on children presenting to the Center with allegations of abuse.
- If applicable, have the sole and exclusive right to charge, bill, collect and retain all monies received for its professional services provided to patients encountered due to this MOU.

5. The Center shall:

- Provide signatory agencies in this MOU with a professional working environment including administrative and facilities support to ensure child abuse cases are handled properly.
- Provide, at a minimum, immediate crisis intervention by specialized therapists to respond to children and non-offending caregivers during the investigation process at

the Center.

- Provide specialized, dedicated staff to conduct forensic interviews of children alleging abuse.
- Provide victim advocacy through either dedicated staff and/or involvement from mental health staff.
- Facilitate regularly scheduled review of cases presented at the Center. Facilitate regularly scheduled peer review of forensic interviews.

EFFECTIVE DATE, MODIFICATION, TERMINATION AND ADDITIONAL PROVISIONS

1. This MOU will be effective on November 1, 2025, and will remain in effect for a period of five years from the date of signature, unless terminated earlier in accordance with termination requirements outlined in this MOU.
2. This MOU shall only be modified with the consent of all signatory entities.
3. The MOU and guidelines may be terminated by written notice, submitted to all signatories. Any party may terminate the MOU and Provisions, without or without cause, by providing thirty (30) days' written notice. Upon termination of this MOU, all rights and obligations of the Agencies shall cease, except those rights and obligations that have accrued or expressly survive, or that by their terms are intended to survive, such termination.
4. Parties of this MOU, whether housed at the Center or not, agree to the guidelines and provisions as outlined in this MOU.
5. **ARBITRATION:** The parties to this MOU agree to resolve all disputes arising out of or relating to this MOU through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518(B) and except as may be required by other applicable statutes. *See Attachment 4.*
6. **CONFLICT OF INTEREST:** The requirements of A.R.S. § 38-511 apply to this MOU. Any party may cancel this MOU, without penalty or further obligation, if a conflict exists pursuant to A.R.S. § 38-511. *See Attachment 5.*
7. **NON-DISCRIMINATION:** To the extent required by law, all parties shall comply with Executive Orders 2009-09, 2023-01, 2023-09C and all other applicable Federal and State laws, rules and regulations including the Americans with Disabilities Act. *See Attachment 6.*
8. **AUDIT OF RECORDS:** Pursuant to A.R.S. § 35-214 and § 35-215, all parties shall retain all data, books and other records ("records") relating to this MOU for a period of five years after completion of the MOU. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, either party shall produce the original of any or all such records. *See Attachments 7 and 8.*
9. **NON-AVAILABILITY OF FUNDS:** In accordance with ARS § 35-154, every payment obligation of the State under the Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available

for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph. *See Attachment 9.*

PARTICIPATING ENTITIES

IN WITNESS WHEREOF, the entities below have caused this MOU to be executed by their respective representatives duly authorized so to do as of the date below. Signatures contained on this document acknowledge the participation by the represented entities and affirmation that the represented agencies and all members will adhere to this MOU to the best of their ability.

City of Avondale, Avondale Police Department/Southwest Family Advocacy Center

Ron Corbin, City Manager

Date

City of Goodyear, Goodyear Police Department

Bryan Langley, City Manager

Date

City of Buckeye, Buckeye Police Department

Doug Sandstrom, City Manager

Date

Maricopa County, Maricopa County Sheriff's Office

Sheriff's Department Representative

Date

Department of Child Safety Representative:

Katie Ptak, DCS Director

Date

Maricopa County Attorney's Office Representative:

Rachel Mitchell, Maricopa County Attorney

Date

Phoenix Children's Hospital Representative:

Signature

Date

HonorHealth Representative:

Signature

Date

City of Goodyear

Bryan Langley, City Manager

Date

Approved as to Form:

Roric Massey, City Attorney

Attest:

Jasmine Pernicano, City Clerk

ATTACHMENTS

ATTACHMENT 1:

Intergovernmental Agreement between Partnering Agencies

ATTACHMENT 2:

Intergovernmental Agreement between Partnering Agencies and Department of Child Safety

ATTACHMENT 3

National Children's Alliance Standards Link

ATTACHMENT 4:

A.R.S. § 12-1518

ATTACHMENT 5:

A.R.S. § 38-511

ATTACHMENT 6:

Executive Order 2023-01 Protecting Employment Opportunity

ATTACHMENT 7:

A.R.S. § 35-214

ATTACHMENT 8:

A.R.S. § 35-215

ATTACHMENT 9:

A.R.S. § 35-154

ITEM #: 5.
DATE: 09/28/2026
AI #:3445



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) WITH
HOMELAND SECURITY INVESTIGATIONS (HSI) EL DORADO TASK
FORCE PARTICIPATION**

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

SUMMARY

This MOU with HSI allows the Goodyear Police Department's first time participation with the El Dorado Task Force (EDTF).

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the MOU with Homeland Security Investigations to allow the Goodyear Police Department to participate in the El Dorado Task Force, and provide authorization and direction to the City Manager, or designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

FISCAL IMPACT

The Police Department's current Fiscal Year (FY) 2027 base budget covers the Special Investigations Unit detective's position that would participate in the HSI El Dorado Task Force. HSI will provide a vehicle for the assigned Goodyear Police Department employee to use while assigned to the HSI Task Force.

BACKGROUND AND PREVIOUS ACTIONS

The El Dorado Task Force (EDTF) is an HSI-led, multi-agency initiative focused on money laundering, financial crimes, and the movement of illicit proceeds, particularly those associated with transnational criminal organizations, drug-trafficking organizations, fraud, and other organized criminal activity. The original El Dorado Task Force was established in New York in 1992 and has historically brought together federal, state, and local law-enforcement personnel, financial investigators, intelligence analysts, and federal prosecutors.

HSI has expanded the El Dorado model nationally, describing the national initiative as an

effort to disrupt and dismantle transnational money-laundering organizations operating in the United States through proactive investigations, financial intelligence, partnerships with the private sector, and the use of federal and state financial-crime laws.

The EDTF utilizes a collaborative investigative model, allowing participating agencies to combine personnel, intelligence, investigative resources, financial expertise, and federal, state, and local authorities. This approach is designed to identify the financial infrastructure supporting organized criminal activity, trace and seize illicit proceeds and assets, and develop complex investigations for federal prosecution.

STAFF ANALYSIS

The Goodyear Police Department (GYPD) continually evaluates opportunities to strengthen its ability to investigate and disrupt criminal organizations operating within or impacting the City of Goodyear. As criminal organizations become increasingly sophisticated and utilize financial institutions, electronic payment systems, cryptocurrency, businesses, and interstate and international transactions to facilitate and conceal criminal proceeds, effective law enforcement increasingly requires collaboration across jurisdictional boundaries.

The HSI EDTF provides an opportunity for GYPD to enhance its investigative capabilities through collaboration with federal, state, and local law-enforcement partners. HSI identifies the EDTF as a multi-agency initiative specifically focused on combating money laundering and financial crime. The EDTF model is designed to bring together law-enforcement resources and authorities to identify, investigate, disrupt, and dismantle organizations involved in the movement and concealment of illicit proceeds.

Goodyear is part of a rapidly growing metropolitan region in which criminal activity routinely crosses municipal boundaries. Criminal organizations do not operate according to jurisdictional boundaries, and financial transactions associated with criminal activity may involve multiple cities, states, financial institutions, and countries. Engagement with the EDTF would strengthen GYPD's existing relationships with federal and regional law-enforcement partners and provide an additional mechanism for intelligence sharing, investigative coordination, and case deconfliction. HSI emphasizes that its task-force model is intended to combine the resources and authorities of participating agencies to more effectively investigate and disrupt transnational criminal activity.

GYPD's participation in the EDTF should be specifically distinguished from participation in immigration-enforcement programs or agreements that provide state or local officers with delegated federal immigration-enforcement authority. The El Dorado Task Force is identified by HSI as a financial-crimes initiative focused on money laundering and financial crime.

The City's participation in the EDTF will also allow the City to participate in the Department of Justice (DOJ) Equitable Sharing Program and receive federal forfeiture funds, if available. The City's participation in the Equitable Sharing Program requires the approval and execution of the DOJ Equitable Sharing Agreement and Certification, which certifies the police department is in compliance with applicable nondiscrimination requirements. This agreement is already submitted as part of the Drug Enforcement Agency MOU that was approved in 2021.

The MOU is included as Attachment A.

Attachments

Attachment A - HSI MOU

MEMORANDUM OF UNDERSTANDING

between

U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT HOMELAND SECURITY INVESTIGATIONS

and

City of Goodyear

regarding

THE DESIGNATION OF City of Goodyear Police Department EMPLOYEES AS CUSTOMS OFFICERS (EXCEPTED)

1. **PARTIES.** The Parties to this Memorandum of Understanding (MOU) are U.S. Immigration and Customs Enforcement (ICE) Homeland Security Investigations (HSI) and City of Goodyear Police Department.
2. **AUTHORITY.** Title 19, United States Code (U.S.C.), Section 1401(i); 19 U.S.C. § 1589a. This MOU is also authorized under the provisions of Arizona Revised Statute (ARS) 11-952.
3. **PURPOSE.** The Parties agree that effective enforcement of the laws relating to HSI jurisdiction requires close cooperation and coordination between the two Parties. The Parties have therefore entered into this MOU to govern the use of HSI designations by certain employees of City of Goodyear Police Department.

Pursuant to section 401(i), Tariff Act of 1930, as amended (19 U.S.C. § 1401(i)), the Secretary of Homeland Security is authorized to designate persons as Customs Officers (Excepted) to perform the duties of a Customs Officer. Within ICE, this authority has been delegated to the HSI Special Agents in Charge. Pursuant to 19 U.S.C. § 1589a, customs officers are authorized to enforce the full range of federal offenses. However, in designating Customs Officers (Excepted), *HSI is not conveying the authority to enforce administrative violations of immigration law.*

There may be instances when HSI determines that it is desirable for certain sworn law enforcement employees of City of Goodyear Police Department to perform certain HSI duties. This MOU sets forth the agreement and relationship between the Parties with respect to this determination.

4. RESPONSIBILITIES.

The Parties agree as follows:

HSI agrees to:

- a. Designate certain employees of City of Goodyear Police Department as Customs Officers (Excepted), without additional compensation, to perform the duties as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). This form is attached and is hereby made part of this MOU;
- b. Issue a "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) to each qualified and designated employee;
- c. Provide appropriate training in laws, policies, and procedures to each designated employee;

- d. Advise the designated Customs Officers (Excepted) about court proceedings concerning seizures or arrests made by them in accordance with the authorities granted by HSI contemplated under this MOU; and
- e. Process, under appropriate regulations, any injury claim submitted as a result of injuries occurring to the designated Customs Officers (Excepted) while such individuals are acting pursuant to this MOU, for compensation under the Federal Employee Workers Compensation Act (5 U.S.C. § 8101, *et seq.*).

City of Goodyear agrees:

- a. That only sworn law enforcement officers of City of Goodyear Police Department who successfully complete the appropriate HSI Task Force Officer cross-designation Training Course and receive an approved "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001) will be designated as Customs Officers (Excepted);
- b. That each law enforcement officer will be bound by the Authorities Granted and the Endorsements and Restrictions as noted on the "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001);
- c. To advise HSI of each court proceeding in which the validity of a Customs Officer (Excepted)'s enforcement authority becomes an issue, and allow HSI to provide legal memoranda or other assistance as deemed necessary by HSI;
- d. That agency employees designated as Customs Officers (Excepted) will follow HSI directives and instructions when utilizing enforcement authority conveyed by HSI;
- e. To provide to HSI, before designation of each officer and on an ongoing basis, any derogatory information, or information that may call into question the officer's truthfulness or ability to testify in court; and
- f. To return all HSI-issued equipment and identification when a cross-designated officer terminates employment or when his or her cross-designation expires.

Both Parties agree:

- a. That any abuse of HSI cross-designation authority may lead to the revocation of such cross-designations by HSI; and
- b. To schedule periodic meetings to review this MOU, as required.

5. REPORTING AND DOCUMENTATION. HSI SAC offices will maintain the original signed "Designation, Customs Officer (Excepted) – Title 19 Task Force Officer" (ICE Form 73-001). Copies of this form will be held by the Contraband Smuggling Unit at HSI Headquarters, the designated Customs Officer (Excepted), and City of Goodyear Police Department.

If applicable, the HSI office will maintain documentation of designated Customs Officers (Excepted) approved to use HSI vehicles and certification that the designated Customs Officers (Excepted) have completed the ICE Fleet Card Training in Virtual University and any other fleet related training.

6. POINTS OF CONTACT.

HSI Office: HSI Arizona, DSAC Phoenix

Name: Nathan Winward

Title: Group Supervisor

Address: 14641 N. 74th Street

Scottsdale, AZ 85260

Telephone Number: +1 (210) 336-4862

Fax Number:

E-mail Address: nathan.h.winward@hsi.dhs.gov

Goodyear Police Department :

Name: Brian Issitt

Title: Chief of Police

Address: 11 North 145th Avenue

Goodyear, AZ 85338

Telephone Number: +1 (623) 932-1220

Fax Number:

E-mail Address: bissitt@goodyearaz.gov

- 7. OTHER PROVISIONS.** This MOU is an internal agreement between the Parties and does not confer any rights, privileges, or benefits to any other party or the public.

Nothing in this MOU is intended to conflict with current laws, regulations, or policies of either Party. If a term of this MOU is inconsistent with such authority, that term shall be invalid but the remaining terms and conditions of this MOU shall remain in full force and effect.

Nothing in this MOU is intended or shall be construed to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341-1519.

The forms and authorities referenced herein may be renamed or replaced by HSI without prejudice to this MOU.

- 8. EFFECTIVE DATE.** The terms of this MOU will become effective on the date the last Party signs the MOU. The Designation Form of each Customs Officer (Excepted) is effective per the date on that document.

- 9. MODIFICATION.** This MOU may be amended by the written concurrence of both Parties.

- 10. TERMINATION.** This MOU may be terminated by either Party upon a 30-day written notification to the other Party.

APPROVED BY:

Jason T. Stevens

Name of HSI Official

Special Agent in Charge

Title of HSI Official

Homeland Security Investigations

U.S. Immigration and Customs Enforcement

Date: _____

Bryan Langley

Name of Goodyear's Official

City Manager

Title of Goodyear's Official

Name of Goodyear's Agency

Date: _____

MEMORANDUM OF UNDERSTANDING
between
U.S. IMMIGRATION AND CUSTOMS ENFORCEMENT HOMELAND SECURITY INVESTIGATIONS
and
City of Goodyear

Approved as to Form:

Roric Massey, City Attorney, City of Goodyear

Attest:

Jasmine Pernicano, City Clerk, City of Goodyear

ITEM #: 6.
DATE: 09/28/2026
AI #:3447



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) WITH
FEDERAL BUREAU OF INVESTIGATION (FBI) FINANCIAL CRIMES TASK
FORCE**

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

SUMMARY

This Memorandum of Understanding (MOU) between the city of Goodyear and the Federal Bureau of Investigation (FBI) allows for the Goodyear Police Department's first time participation with the Financial Crimes Task Force (FCTF).

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the MOU with the Federal Bureau of Investigation to allow the Goodyear Police Department to participate in the Financial Crimes Task Force, and provide authorization and direction to the City Manager, or designee, to take action and execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

FISCAL IMPACT

The Police Department's current Fiscal Year (FY) 2027 base budget covers the Property Crimes Unit detective's position that would participate part-time in the FBI Financial Crimes Task Force.

BACKGROUND AND PREVIOUS ACTIONS

The cooperation between federal and local task force agencies began in the 1970s. The FBI Financial Crimes Phoenix Task Force consists of federal agents and local law enforcement task force officers. The purpose of the task force is to disrupt cyber-related fraud crimes in the state of Arizona. Assigned task force members gather intelligence concerning cyber-related crimes, conduct undercover operations, and assist as necessary with the prosecution of criminal defendants and illicit criminal organizations.

STAFF ANALYSIS

The mission of the FCTF is to identify, and target for prosecution, organized groups and individuals involved in federal/state/and local financial crimes to include cyber-related fraud such as wire fraud, mail fraud, bank fraud, bankruptcy fraud, credit card fraud, identity theft, money laundering, mortgage fraud, bank fraud, securities and commodities fraud, cyber-enabled fraud, money laundering, and criminal violations of intellectual property rights. The FCTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutorial avenues by which to investigate, convict and incarcerate those involved.

The FCTF provides access to federal resources the City of Goodyear Police Department currently does not have to assist in Financial Crimes investigations such as crimes related to cryptocurrency, gold and other precious metals. Additionally, the FCTF provides partnering agencies the opportunity to de-conflict cases and enhance collaboration in dealing with complex money trails and identity theft investigations.

It has been determined that participation in the FCTF will assist the department in investigating fraud cases which benefit the City of Goodyear. The MOU is included as Attachment A.

Attachments

Attachment A - FBI FCTF-GYPD MOU

FEDERAL BUREAU OF INVESTIGATION FINANCIAL CRIMES TASK FORCE (FCTF) MEMORANDUM OF UNDERSTANDING

PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI), and Goodyear Police Department. FBI and Goodyear Police Department, (participating agency) (collectively: the Parties). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

AUTHORITIES

1. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (8) 533;42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), §0.85; and applicable United States Attorney General's Guidelines.

PURPOSE

2. The purpose of this MOU is to delineate the responsibilities of FCTF participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations and maximize interagency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof. No assignment of rights, duties, or obligations of this MOU shall be made by any party without the express written approval of a duly authorized representative of all other parties.

MISSION

3. The mission of the FCTF is to identify, and target for prosecution, organized groups and individuals involved in federal/state/and local financial crimes to include wire fraud, mail fraud, bank fraud, bankruptcy fraud, credit card fraud, identity theft, money laundering, mortgage fraud, bank fraud, securities and commodities fraud, cyber-enabled fraud, money laundering, and criminal violations of intellectual property rights. The FCTF will enhance the effectiveness of federal/state/local law enforcement resources through a well-coordinated initiative seeking the most effective investigative/prosecutorial avenues by which to investigate, convict and incarcerate those involved.

SUPERVISION AND CONTROL

A. Supervision

4. Overall management of the FCTF shall be the shared responsibility of the participating agency heads and/or their designees.

5. The Special Agent in Charge (SAC) of the Phoenix Field Office shall designate one Supervisory Special Agent (SSA) to supervise the FCTF. The FCTF Supervisor may designate a Special Agent or a professional staff employee to serve as the FCTF Coordinator (Task Force Coordinator). The FCTF Supervisor shall oversee the day-to-day operational and investigative matters pertaining to the FCTF. If the FCTF coordinator is a professional staff employee, the FCTF coordinator will oversee administrative matters pertaining to the FCTF. If the FCTF coordinator is a special agent, the FCTF coordinator will oversee day to day operational, investigative, and administrative matters pertaining to the FCTF, as determined by the FCTF supervisor.

6. Conduct undertaken outside the scope of an individual's FCTF duties and assignments under this MOU shall not fall within the oversight responsibility of the FCTF Supervisor or Task Force Coordinator.

7. FCTF personnel will report to their respective agencies for personnel and administrative matters. Each participating agency shall be responsible for the pay, overtime, leave, performance appraisals, and other personnel matters relating to its employees detailed to the FCTF. The FBI and the participating agency(ies) may provide for overtime reimbursement by the FBI by separate written agreement.

8. FBI participants will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the DOJ.

9. All FCTF personnel will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU.

10. All FCTF personnel, which for the purposes of this agreement includes Task Force Officers (TFO), Task Force Members (TFM), and Task Force Participants (TFP), must adhere to the applicable U.S. Attorney General's Guidelines and Domestic Investigations and Operations Guide (DIOG).

11. Continued assignment to the FCTF will be based on performance and at the discretion of appropriate FBI management. The participating agency will also retain discretion to remove any of their personnel from the FCTF.

B. Case Assignments

12. The FCTF Supervisor will be responsible for opening, monitoring, directing, and closing FCTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

13. Assignments of cases to FCTF personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the FCTF Supervisor.

14. For FBI administrative purposes, FCTF cases will be maintained in Sentinel.

15. FCTF personnel will have equal responsibility for each case assigned. FCTF personnel will be totally responsible for the complete investigation from predication to resolution.

C. Resource Control

16. The head of each participating agency shall determine the resources to be dedicated by that agency to the FCTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

OPERATIONS

A. Investigative Exclusivity

17. It is agreed that matters designated to be handled by the FCTF will not knowingly be subject to non-FCTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the FCTF's existence and areas of concern.

18. It is agreed that there is to be no unilateral action taken on the part of the FBI or participating agencies relating to FCTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.

19. FCTF investigative leads outside of the geographic areas of responsibility for FBI Phoenix Field Office Division will be communicated to other FBI offices for appropriate investigation.

B. Confidential Human Sources (CHS)

20. The disclosure of FBI CHSs to non-FCTF personnel or agencies will be limited to those situations where it is essential to the effective performance of the FCTF. These disclosures will be consistent with applicable FBI guidelines and policy.

21. Non-FBI FCTF personnel and member agencies may not make any further disclosure of the identity of an FBI CHS, including to other personnel or member agencies of the FCTF. No documents or information which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.

22. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

23. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHS shall apply to all FBI CHSs opened and operated in furtherance of FCTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.

24. Operation, documentation, and payment of any CHSs opened and operated by non-FBI FCTF members in furtherance of FCTF investigations must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI FCTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of FCTF investigations shall be maintained at an agreed upon location.

C. Reports and Records

25. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the FCTF will be made available for inclusion in the respective investigative agencies' files as appropriate.

26. FCTF reports prepared in cases assigned to FCTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.

27. Records and reports generated in FCTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for FCTF.

28. FCTF investigative records maintained at the Phoenix Field Office of the FBI will be available to all FCTF members, as well as their supervisory and command staff subject to pertinent legal administrative and/or policy restrictions.

29. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the FCTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by FCTF personnel.

30. All FCTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to FCTF supervisor approval.

31. Classified information and/or documents containing information that identifies or tends to identify an FBI informant shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied and only with prior FBI approval.

INFORMATION SHARING

32. Records or reports created or obtained by the FCTF are the property of the FBI and disclosure of such records, if it occurs, shall be pursuant to applicable federal law, with the approval of the FBI. If such records are shared outside of the FCTF with state and/or local law enforcement agencies, such records are merely loaned to the non-Federal agency and are subject to retrieval by the FBI at its discretion. In the event that the Goodyear Police Department receives a request pursuant to Arizona's public records statute, A.R.S. 39-121, the civil or criminal discovery process, or other judicial, legislative, or administrative process, to disclose FCTF records, the Goodyear Police Department will immediately notify the FBI of any such request in order to allow sufficient time for the FBI to seek to prevent disclosure through appropriate channels, if necessary.

33. No information possessed by the FBI, to include information derived from informal communications by the FCTF member with personnel of the FBI, may be disseminated by the FCTF member to non-FCTF personnel without the approval of the FCTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, the FCTF member will not provide any participating agency

information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.

34. The Parties acknowledge that the information FCTF personnel will be able to access as a result of this MOU may contain information about U.S. persons, which may be protected by the Privacy Act of 1974 and/or Executive Order 12333 (or any successor executive order). The Parties expressly agree that all such information will be handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by the members requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

35. Each party that discloses personally identifiable information (PII) is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.

36. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.

37. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.

38. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).

39. Each party agrees to provide, upon request, details regarding the handling and maintenance of data in electronic and paper recordkeeping systems maintained pursuant to the provisions of this MOU, in order to allow the other party to ensure that appropriate security and privacy protections are in place. Such information shall be provided to the extent allowable by the laws, regulations, and policies governing each party.

PROSECUTIONS

40. FCTF investigative procedure, whenever practicable, are to conform to the requirements which would allow for federal prosecution.

41. A determination will be made on a case-by-case basis whether the prosecution of FCTF cases will be at the federal or state level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the FCTF.

42. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a FCTF case at the state or local level the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

A. Investigative Methods/Evidence

43. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

44. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

45. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

B. Undercover Operations

46. All FCTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if a member of the participating agency is assigned duties which require the officer to act in an undercover capacity.

C. Task Force Officer Use of Home Agency Body-Worn Cameras

47. As a general rule, TFOs must operate body-worn cameras (BWC) in compliance with the FBI's Body-Worn Cameras Policy Guide. However, an Assistant Director in Charge (ADIC) or Special Agent in Charge (SAC) has discretion to allow a TFO, when using the TFO's home agency's BWC, to deviate from the policy guide if a deviation is required to comply with home-agency policy or state or local law.

USE OF FORCE POLICIES

48. FCTF personnel will follow their own agency's policy concerning firearms discharge and use of deadly force.

USE OF LESS-THAN-LETHAL-DEVICES¹

49. The parent agency of each individual assigned to the FCTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a TFO, TFM, or TFP, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.

50. The parent agency of each individual assigned to the FCTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the TFO, TFM, or TFP are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.²

¹ Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

² Less-lethal – When use of force is required, but deadly force may not be appropriate, law enforcement officers may employ less-lethal weapons to gain control of a subject. Less-lethal weapons are designed to induce a subject to submit or comply with directions. These weapons give law enforcement officers the ability to protect the safety of officers, subjects, and the public by temporarily incapacitating subjects. While less-lethal weapons are intended to avoid causing any serious harm or injury to a subject, significant injuries and death can occur from their use.

DEPUTATIONS

51. Local and state law enforcement personnel designated to the FCTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 U.S.C. authority (via the United States Marshals Service) and Title 21 U.S.C. authority (via the FBI, to participate in federal drug investigations). The FBI will secure the required deputation authorization(s). These deputations should remain in effect throughout the tenure of each investigator's assignment to the FCTF or until the termination of the FCTF, whichever comes first.

52. Deputized FCTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

53. State, local, tribal, and territorial law enforcement officers (LEOs) who serve on the FCTF must be federally deputized under Title 18. They must also be deputized under Title 21 to participate in federal drug investigations. The FBI may likewise require federal LEOs who serve on the FCTF to be deputized while assigned to the FCTF. The FBI will secure the required authorization for deputations, as needed.

54. Under the terms of this MOU, the Participating Agency agrees that non-LEOs detailed to the FCTF will not: (1) participate in law enforcement activities; (2) carry a weapon, either lethal or non-lethal; or (3) participate in the execution of search/arrest warrants.

VEHICLES

55. In furtherance of this MOU, FCTF personnel may be permitted to drive FBI owned or leased vehicles for official FCTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Use Policy Implementation Guide. The assignment of an FBI owned or leased vehicle to FCTF personnel will require the execution of a separate Vehicle Use Agreement.

56. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to FCTF business.

57. Neither the FBI nor the United States will be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by [task force personnel] while engaged in any conduct other than their official duties and assignments pursuant to their federal deputation on the [task force].

58. To the extent permitted by applicable law, each party to this MOU agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by FCTF personnel which is outside the scope of his or her official duties and assignments.

SALARY/OVERTIME COMPENSATION

59. Each participating agency remains responsible for all personnel costs for their employees assigned to the FCTF , including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 59, below.

60. Subject to funding availability and legislative authorization, the FBI will reimburse each participating agency the cost of overtime worked by non-federal FCTF personnel assigned full-time to the FCTF, provided overtime expenses were incurred as a result of FCTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and the participating agency for full-time employee(s) assigned to the FCTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable participating agency overtime provisions and shall be subject to the prior approval of appropriate participating agency personnel.

PROPERTY AND EQUIPMENT

61. Property utilized by the FCTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the FCTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by FCTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of FCTF, will be the financial responsibility of the agency supplying said property.

FUNDING

62. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

FORFEITURES

63. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with FCTF operations

64. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to FCTF investigations may be equitably shared with the agencies participating in the FCTF.

DISPUTE RESOLUTION

65. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the FCTF's objectives.

66. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

MEDIA RELEASES

67. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.

68. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

PLACEMENT ON FCTF AND SECURITY CLEARANCES

69. FCTF personnel must adhere to the security clearance requirements pursuant to the FBI Joint Task Force Policy Guide. If a participating agency candidate for the FCTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.

70. If, for any reason, the FBI determines that a FCTF candidate is not qualified or eligible or appropriate for placement on the FCTF, the participating agency will be so advised and a request will be made for another candidate.

71. Upon being placed on the FCTF, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.

72. Before receiving unescorted access to FBI space identified as an open storage facility, FCTF personnel will be required to obtain and maintain a "Top Secret" security clearance. . FCTF personnel will not be allowed unescorted access to FBI space unless they received a Top-Secret security clearance.

73. Upon departure from the FCTF, each Task Force Officer, Task Force Member, or Task Force Participant will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement which he or she previously signed.

LIABILITY

74. The participating agencies acknowledge this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the FCTF.

75. Each party agrees to notify the other in the event of receipt of a civil claim arising from the FCTF. Both parties agree to cooperate fully with one another in the event of any investigation arising from alleged negligence or misconduct arising from the operational relationship. Nothing in this paragraph prevents any party from conducting an independent administrative review of any incident giving rise to a claim. In the event that a civil claim or complaint is brought against a state or local officer assigned to the FCTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.

76. COMMON LAW TORT CLAIMS

- a. Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the U.S. Government, acting within the scope of his or her employment, shall be an action against the United States under the Federal Tort Claims Act, 28 U.S.C. § 1346(b), and §§ 2671-2680.
- b. Notwithstanding any other provision contained in this MOU, for the limited purpose of defending civil claims arising out of FCTF activity, any employee detailed from a Participating Agency who is acting within the course and scope of his or her official duties and assignments pursuant to this MOU may be considered an “employee” of the U.S. government, as defined at 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).
- c. Under the Federal Employee Liability Reform and Tort Compensation Act of 1998 (commonly known as the Westfall Act), see 28 U.S.C. § 2679(b)(1), if an employee of the United States is named as a defendant in a civil action, the Attorney General or his or her designee may certify that the defendant acted within the scope of his or her employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(1)&(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims alleged in the action. 28 U.S.C. § 2679(d)(1)&(2). Decisions to certify that an employee was acting within the scope of his or her employment at the time of the incident giving rise to the suit, see 28 U.S.C. § 2679(d)(1)&(2), are made on a case-by case-basis, and such certification cannot be guaranteed.
- d. If the Attorney General declines to certify that an employee was acting within the scope of employment, “the employee may at any time before trial petition the court to find and certify that the employee was acting within the scope of his office or employment.” 28 U.S.C. § 2679(d)(3)."

77. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or *Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics*, 403 U.S. 388 (1971): An individual assigned to the FCTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to

Chief Division Counsel (CDC) for the FBI Phoenix Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any FCTF personnel.

78. Liability for any conduct by a FCTF member undertaken outside of the scope of his or her assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States.

DURATION

79. The term of this MOU is for the duration of the FCTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved. This MOU will be reviewed every three years.

80. Any participating agency may withdraw from the FCTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the FCTF at least 30 days prior to withdrawal.

81. Upon termination of this MOU, all equipment provided to the FCTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any FCTF participation.

MODIFICATIONS

82. This agreement may be modified at any time by written consent of all involved agencies.

83. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

SIGNATORIES

Rebecca A. Day
Special Agent in Charge
Federal Bureau of Investigation

DATE

Bryan Langley
City Manager
City of Goodyear

DATE

Approved as to Form:

Roric Massey, City Attorney, City of Goodyear

Attest:

Jasmine Pernicano, City Clerk , City of Goodyear

ITEM #: 7.
DATE: 09/28/2026
AI #:3486



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) WITH
DRUG ENFORCEMENT ADMINISTRATION (DEA) TASK FORCE
PARTICIPATION**

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

SUMMARY

The Memorandum of Understanding (MOU) with the Drug Enforcement Administration (DEA) allows the City of Goodyear Police Department (GYPD) to continue to partner with the DEA for drug-related investigations. As part of the task force, the GYPD participates in the DEA Equitable Sharing Program which is managed by the Money Laundering and Asset Recovery Station (MLARS). MLARS requires annual certification of the Equitable Sharing Agreement and Certification Affidavit prior to allocating asset forfeiture funding to the City of Goodyear, which was already approved by City Council on September 14, 2026.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the MOU with the Department of Justice, Drug Enforcement Administration, to allow the Goodyear Police Department to continue to participate in the DEA Task Force, and provide authorization and direction to the City Manager, or designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

FISCAL IMPACT

All costs associated with the DEA MOU have been accounted for as part of GYPD's adopted FY2027 budget and additional funding is not needed. Per the agreement, the Department of Justice and DEA, subject to availability, will provide necessary funds and equipment to support the Goodyear detective assigned to the task force. Additionally, the DEA will reimburse the employee's overtime up to 25% in accordance with federal pay scale standards. The City's participation in this task force qualifies the police department for the associated Equitable Sharing Program which allows the Department of Justice (DOJ) to allocate a portion of asset forfeitures to the City. These funds will be tracked within the existing Racketeering Influence and Corrupt Organizations Act (RICO) object codes.

BACKGROUND AND PREVIOUS ACTIONS

On November 7, 2022, Council approved GYPD to participate in the DEA Task Force for the period of four years, ending September 30, 2026. This task force allows the GYPD to provide one detective to assist with DEA with cases within the valley, including the City of Goodyear. If the participation in the task force results in a federal forfeiture, GYPD may file to receive a portion of the forfeiture.

In order to participate in the equitable sharing program, GYPD must submit the Equitable Sharing Agreement and Certification (ESAC) form and affidavit to the Money Laundering and Asset Recovery Section (MLARS), which was approved by Council on September 14, 2026. Once this form has been reviewed and accepted, the Department is placed into compliance.

STAFF ANALYSIS

The value of GYPD's participation in federal narcotics investigations was demonstrated in June 2025, when the Drug Enforcement Administration conducted a major fentanyl trafficking investigation with assistance from the City of Goodyear Police Department, Homeland Security Investigations, Arizona Department of Public Safety, and Arizona State University Police Department.

The investigation resulted in the arrest of two individuals and the seizure of more than 45 kilograms of fentanyl, including more than 36 kilograms of fentanyl pills and more than 9 kilograms of fentanyl powder. Investigators also recovered more than 200,000 additional fentanyl pills and approximately nine kilograms of fentanyl powder during a subsequent search.

This investigation demonstrates the benefit of GYPD's participation in DEA task-force operations. GYPD officers were able to contribute local investigative knowledge and expertise to a complex, multi-agency investigation involving activity beyond the City's jurisdiction. Participation provides the Department with a direct connection to federal investigative resources, intelligence, specialized expertise, and partner agencies while allowing GYPD to contribute to investigations targeting significant narcotics trafficking organizations operating throughout the region. MOU is included as Attachment A.

Attachments

Attachment A - DEA MOU

Drug Enforcement Administration

State and Local Law Enforcement Agency

Memorandum of Agreement

This agreement is made this 1st day of October, 2026, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Goodyear Police Department (hereinafter "parent agency"), ORI# AZ0071500; Unique Entity Identifier (UEI#) KRJRN18WVGH3. The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics, dangerous drugs, controlled-substance pharmaceuticals, and/or listed chemicals exists in the Arizona area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Arizona, the parties hereto agree to the following:

1. The Phoenix Field Division (DEA Group) will perform the activities and duties described below:
 - a. Disrupt the illicit drug traffic in the Arizona area by immobilizing targeted violators and trafficking organizations;
 - b. Investigate, gather and report intelligence data relating to trafficking in narcotics and dangerous drugs, trafficking of controlled pharmaceuticals and/or listed chemicals; and
 - c. Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the DEA Group's activities will result in effective prosecution before the courts of the United States and the State, Commonwealth, or Territory of Arizona.
 - d. Investigate, disrupt and dismantle individuals and/or organizations involved in diversion schemes (e.g., "doctor shopping," prescription forgery, and prevalent retail-level violators) of controlled pharmaceuticals and/or listed chemicals in the Arizona area; if applicable.
2. To accomplish the objectives of the DEA Group, the parent agency agrees to detail experienced officer(s) to the DEA Group for a period of not less than

two years.¹ During this period of assignment, the parent agency officer(s) will be under the direct supervision of DEA supervisory personnel assigned to the DEA Group .

3. The parent agency officer(s) assigned to the DEA Group shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the DEA Group . Failure to complete mandatory DEA training within the required timeframe shall be grounds for dismissal from the DEA Group .
4. In instances where parent agency policy or state/local law imposes a requirement that is not addressed in DEA policy, the parent agency will promptly notify DEA and provide DEA with written copies of the applicable law and/or policy. Whether the parent agency officer will comply with parent agency policy in such instances will be at the discretion of DEA.
5. The parent agency officers assigned to the DEA Group shall be deputized as Task Force Officers pursuant to 21 U.S.C. § 878.
6. To accomplish the objectives of the DEA Group , DEA will assign Special Agent(s) and/or Diversion Investigator(s), if applicable, to the DEA Group . Other support to DEA office(s), including any overtime reimbursement, is funded on the basis of whether the group is DEA Program Funded, Fee Funded (SPEAR), or HIDTA Funded.
 - a) **DEA Program Funded** - To accomplish the objectives of the DEA Group , DEA will assign DEA Special Agent(s) to the DEA Group and up to one (1) Task Force Officer(s). The parent agency agrees to provide and maintain a vehicle for use for each of its assigned Task Force Officers. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agent(s) and parent agency officer(s) assigned to the DEA Group . This support will include: office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items.
 - b) **Synthetics Precursors Enforcement and Regulations (SPEAR) (Fee Funded)** - DEA will, subject to the availability of annual Diversion Control Fee Account (DCFA) funds, provide necessary funds, vehicles, and equipment to support the activities of the DEA Special Agent(s) and up to 0 (0) Task Force Officer(s) assigned to the DEA Group . This support will include: vehicles; office space; office supplies; travel funds; funds

¹ The number of officers assigned cannot exceed the number of positions allocated by the Division's Table of Organization.

for the purchase of evidence and information; investigative equipment; training; and other investigative support items, as available DCFA funds permit. While on duty and acting on DEA's business, the parent agency officer(s) assigned shall be subject to all DEA and federal government rules, regulations and procedures governing the use of Official Government Vehicles (OGVs) and home to work transportation when authorized. Accidents involving vehicles while in use for DEA Group purposes shall be reported and investigated in accordance with the procedures of DEA and the parent agency.

- c) **High Intensity Drug Trafficking Areas (HIDTA) (HIDTA Funded) -** Subject to the availability of funding, and HIDTA planning and budgeting guidance, HIDTA will provide funding to support the activities of Federal Special Agents, and up to 0 (0) Task Force Officer(s), and other specified employees (if any). This support will include: office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items. The parties to this agreement understand that financial reimbursement to participating organizations is subject to the budgeting, administrative and managerial decisions of the HIDTA Executive Board, as well as the availability of HIDTA funding (from whatever source).

Vehicles may be provided by the parent agency or furnished by DEA subject to the availability and approval of HIDTA funding for vehicle leases. DEA may request that HIDTA fund installation and removal of mobile radios in DEA Group vehicles and reimburse the parent agency for fuel, maintenance, and repair attributable to use of the vehicles for DEA Group purposes. Accidents involving vehicles while in use for DEA Group purposes shall be reported and investigated in accordance with the procedures of DEA and the parent agency.

While on duty and acting on DEA's business, the parent agency officer(s) assigned to the HIDTA group shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV and home to work transportation when authorized.

- d) **DEA Provisional -** DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agent(s) and up to 0 (0) Task Force Officer(s) assigned to the DEA Group. This support will include: office space; office supplies; travel funds; funds for the purchase of evidence and information; investigative equipment; training; and other investigative support items. DEA does not reimburse for Provisional TFO overtime, and vehicles must be provided by the parent agency. Although DEA does not normally reimburse for Provisional

TFO overtime, TFOs may be eligible to receive overtime from eligible funding sources, subject to the availability of funds.

7. During the period of assignment to the DEA Group, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officer(s) assigned to the DEA Group, and for making all payments due to them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement, which shall be submitted monthly on a fiscal year basis, and which provides the name of each officer(s) who incurred overtime in support of DEA investigations during invoiced period to include the number of overtime hours incurred, the hourly regular and overtime rates in effect for each officer, and the total cost for the invoiced period. If HIDTA funded, HIDTA will, subject to availability of annually appropriated funds, reimburse the parent agency for overtime payments incurred by its Task Force Officers. Each invoice submitted must include an **invoice number** and **invoice date**. The parent agency will bill overtime as it is performed, and no later than **30 days** after the end of each month in which the overtime is performed. The parent agency will submit invoices to Phoenix Field Division (DEA Division) process coordinator email box (invoice.phoenix@dea.gov). ***Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses including taxes."***
8. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
9. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
10. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

11. The parties acknowledge and understand that the United States of America is liable for the wrongful actions or inactions of Federal employees, including those Federal employees deputized as Task Force Officers, who are acting within the scope of their employment under the Federal Torts Claim Act (28 U.S.C §§ 2671 – 2680). This may extend to representation of the covered employee if in the best interests of the United States (28 C.F.R. § 50.15(a)(2)). A state or local employee participating in the DEA group may concurrently or separately be covered for the purposes of liability by their employer.
12. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
13. The Parent Agency's signature to this agreement certifies the Parent Agency's compliance with the certifications required under 2 C.F.R. Part 2867 (Nonprocurement Debarment and Suspension); 28 C.F.R. Part 69 (New Restrictions on Lobbying); and 28 C.F.R. Part 83 (Government-Wide Requirements for Drug-Free Workplace). DEA awards Federal funds under this cooperative agreement in reliance upon the Parent Agency's certification of compliance with these requirements. The Parent Agency has accordingly reviewed these regulations.
14. When issuing statements, press releases requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or part with federal money, the parent agency shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money; and (2) the dollar amount of federal funds for the program or project.
15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2031. This agreement may be terminated by either party on thirty (30) days' advance written notice. DEA's support to the DEA Group, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 30 days of the end of the fiscal year or within 30 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Special Agent in Charge

Apolonio Ruiz, Jr.

Printed Name

Phoenix Field Division

Division

Date

For the Parent Agency:

Agency Head

Bryan Langley, City Manager

Printed Name and Title

Date

Approved as to Form:

Roric Massey, City Attorney, City of Goodyear

Attest:

Jasmine Pernicano, City Clerk, City of Goodyear

[END OF DOCUMENT]

ITEM #: 8.
DATE: 09/28/2026
AI #:3481



CITY COUNCIL ACTION REPORT

**SUBJECT: AUTHORIZE CONSENT ORDER WITH MARICOPA COUNTY
ENVIRONMENTAL SERVICES DEPARTMENT**

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

SUMMARY

Authorize the Water Services Director to enter into a Consent Order agreement with the Maricopa County Environmental Services Department on behalf of the city, outlining the city's required compliance actions in response to recent Total Trihalomethane (TTHM) level exceedances.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



SAFE &
VIBRANT
COMMUNITY



INFRASTRUCTURE

RECOMMENDATION

Authorize and direct the Water Services Director to enter into a Consent Order agreement with the Maricopa County Environmental Services Department and to take actions and execute documents necessary to carry out the intent of the agreement. (Barbara Chappell, Water Services Director)

FISCAL IMPACT

There is no direct fiscal impact related to the approval of this item. The \$2,000,000 cost for the purchase and installation of two (2) trailer mounted granular activated carbon (GAC) vessels referenced in the Consent Order agreement were previously approved by Council on August 31, 2026, and September 14, 2026, utilizing savings from the Water Services Department's (Water Services) Brine Management Projects (60034 and 610015). Annual maintenance costs are estimated to be \$100,000.

BACKGROUND AND PREVIOUS ACTIONS

The city's water system has recently experienced elevated levels of TTHM, which is a group of disinfection byproducts formed when chlorine reacts with naturally occurring organic material in source water. The city's water system is comprised of both groundwater and surface water sources. While groundwater sources typically show very low organics, surface water sources can experience increased levels due to the presence of algae, bacteria and aquatic plants in our lakes and canals. TTHMs are regulated by the United States Environmental Protection Agency's Stage 2 Disinfection Byproducts Rule with a maximum contaminant level (MCL) of 0.080 parts per million (ppm) running annual average (RAA). TTHMs are required to be tested quarterly, and regulations measure the RAA is across the current quarter and the previous three quarters.

TTHMs include four species - chloroform, bromodichloromethane, dibromochloromethane, and bromoform. All are volatile and can be reduced through an aeration process. Bromoform is the least volatile and is therefore more difficult to remove through aeration. Due to the typical organic content levels in the city's surface water, aeration systems were installed at two of the city's potable water storage tanks (reservoirs 13 and 23) when the city's surface water treatment facility became operational in 2022. However, the city's surface water source has recently seen higher levels of bromoform, making the city's existing aeration and treatment systems less effective in mitigating TTHM levels. Other Valley water providers are experiencing similar conditions and similar elevated TTHM levels.

Water Services' recent water test results showed TTHM exceedances of the MCL for the calculated RAA in the 2nd quarter of 2026 and the 3rd quarter of 2026. The 2026 2nd quarter RAA exceedance occurred at two sampling locations with a calculated RAA of 0.081 ppm at one sampling location and 0.084 ppm at another sampling location. The 2026 3rd quarter RAA exceedance also occurred at two sampling locations with a calculated RAA of 0.082 ppm at one sampling location and 0.086 ppm at another sampling location. These exceedances in the 2nd and 3rd quarters of 2026 triggered two public notifications within thirty (30) days of the violations.

Based on these results, Water Services developed a plan to correct the regulatory violations, which includes implementing operational changes such as adjusting chlorine dosage, replacing aeration equipment, optimizing storage tank operations, and conducting targeted flushing. In addition, Water Services has purchased portable GAC treatment vessels, which will be installed at two of the city's potable water storage tanks (Reservoirs 13 and 23) to provide additional TTHM removal capacity. Water Services expects the GAC treatment vessels to be operational in October 2026.

STAFF ANALYSIS

Water Services staff have been working with the Maricopa County Environmental Services Department (MCESD) on the city's plan to correct the regulatory violations. MCESD is in agreement with the city's compliance plan and has asked the city to formalize its plan through a Consent Order agreement (Attachment A). Under the terms of the Consent Order agreement, within 120 days of the effective date of the agreement, the city is required to obtain approvals to construct the two GAC treatment vessels, complete the installation of the two GAC treatment vessels, and obtain an Approval of Construction from MCESD for the completed installation.

As noted above, the two GAC treatment vessels have been ordered and are expected to be delivered by October 12, 2026. The permit application has been submitted and will be handled on an expedited basis by MCESD. Water Services staff anticipates that the two GAC treatment vessels will be installed and the Approval of Construction will be issued by the end

of October 2026.

Once the Approval of Construction for the two GAC treatment vessels has been issued, the Consent Order requires the city to undertake monthly testing in addition to the required quarterly testing. However, if the TTHM levels in the four quarterly compliance samples taken following the issuance of the Approval of Construction do not result in TTHM exceedances, the city will be relieved of its obligations to conduct the monthly testing and can seek termination of the Consent Order.

The alternative to the Consent Order is for MCESD to pursue penalties for violations of applicable regulatory requirements; therefore, Water Services staff recommend Council authorize the Water Services Director to execute the MCESD Consent Order agreement on behalf of the city.

Attachments

Attachment A – MCESD Consent Order
Staff Presentation



Environmental Services

Quality & Compliance Division Enforcement Program

301 W. Jefferson St., Suite 170 - Phoenix, Arizona 85003
602.372.6688 – Maricopa.gov/enviro

CONSENT ORDER

IN THE MATTER OF:
City of Goodyear
Water Services Department
Barbara Chappell, Director
4980 S. 157th Avenue
Goodyear, AZ 85338

Cause Number: EF2600419

Public Water System ("PWS"): 07-094
Arizona Parcel Number ("APN"): N/A
PWS Address: 4980 S. 157th Avenue
Goodyear, AZ 85338

Date of Violation: May 5, 2026

The Maricopa County Environmental Services Department ("Department") and the City of Goodyear, owner of the Public Water System PWS registered with the ADEQ as AZ0407094 and operating under Maricopa County Permit Number 07-094 ("PWS"), located at 4980 South 157th Avenue, in Goodyear, AZ 85338, hereby enter into this Consent Order regarding the settlement of existing enforcement action by the Department against the City of Goodyear. IT IS HEREBY STIPULATED AND AGREED by the City of Goodyear and the Department as follows:

I. RECITALS AND AUTHORITY

The Department, acting under the authority of the Arizona Revised Statutes ("ARS") §49-354(A) and §49-354(B) through Delegation Agreement EV24-0020, between the Arizona Department of Environmental Quality ("ADEQ") and Maricopa County, is responsible for enforcing drinking water laws, codes and/or regulations outlined in the Maricopa County Environmental Health Code ("MCEHC"), the Arizona Administrative Code ("AAC"), ARS, and the Code of Federal Regulations ("CFR"). Drinking water regulations pertaining to drinking water systems are found in MCEHC Chapter V. The Department is empowered to regulate drinking water systems, and the Director has jurisdiction over this matter and is authorized to issue this Consent Order.



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A. Barbara Chappell, Water Services Director of the City of Goodyear Water Services Department, certifies that she is fully authorized to execute this Consent Order on behalf of the City of Goodyear, to legally bind the City of Goodyear, to this Consent Order, and no later than the Effective Date, defined below, will provide documentation to the satisfaction of the Department indicating such authority.

B. This Consent Order contains the full terms of the agreement between the parties.

C. The City of Goodyear voluntarily agrees to this Consent Order based only on the terms contained in the Consent Order.

D. The City of Goodyear understands that agreeing to this Consent Order does not resolve any liability that it may have for civil penalties for a violation of any state, federal, or local law.

E. Except in a proceeding to implement or enforce this Consent Order, both the Department and the City of Goodyear retain the right to dispute the validity of any findings contained in this Consent Order in any future proceeding.

F. Except as stated in Recital E above, City of Goodyear agrees to the terms of this Consent Order and agrees not to dispute the validity or terms of this Consent Order in any future proceeding.

II. FINDINGS

On May 5, 2026, the City of Goodyear was notified by ADEQ that during the second quarter of the 2026 monitoring period, the PWS exceeded the Maximum Contaminant Level ("MCL") as a Locational Running Annual Average ("LRAA") of 0.080mg/L for Total Trihalomethanes ("TTHM") at two (2) disinfection byproduct compliance sampling locations within the PWS's distribution system, sampling location 02-A and sampling location 08-A. For 02-A, the LRAA is 0.081 mg/L, and for 08-A, the LRAA for TTHM is 0.084 mg/L for the monitoring period.



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On June 12, 2026, the Department issued a Letter of Outstanding Violation to the City of Goodyear, informing the City of Goodyear of outstanding violations of the PWS for exceeding the MCL for disinfection byproducts, specifically, TTHM, and requiring the City of Goodyear to develop a plan and correct the violation.

The City of Goodyear, the owner of a PWS in Goodyear, AZ, is in violation of the following laws, codes, or regulations of the MCEHC, AAC, and CFR:

A. MCEHC, Chapter V, Section I, Regulation 1(a)

The following provisions of the Arizona Administrative Code ("AAC"), including all revisions, technical corrections, and supplements published as of March 31, 2010 are incorporated by reference:

Title 18, Chapter 4, Article 1. Primary Drinking Water Rules

Title 18, Chapter 4, Article 2. State Drinking Water Rules

Title 18, Chapter 5, Article 5. Minimum Design Criteria

Title 12, Chapter 15 Sections 811, 816 and 822 (R12-15-811, R12-15-816 and R12-15-822).

B. AAC R18-4-109. Primary Drinking Water Regulations: Maximum Contaminant Levels and Maximum Residual Disinfectant Levels – 40 CFR 141, Subpart G

40 CFR 141, Subpart G (40 CFR 141.60 through 141.66), is incorporated by reference as of the date specified in R18-4-102; this incorporation does not include any later amendments or editions.

C. 40 CFR §141.64(b) Maximum contaminant levels for disinfection byproducts.

(b) TTHM [Disinfection byproduct], 0.080 [MCL (mg/L)]

III. SETTLEMENT OF ENFORCEMENT ACTION AND COMPLIANCE SCHEDULE

It is therefore stipulated by and between the parties above-named that the City of Goodyear, the owner/operator of PWS, shall maintain the PWS in compliance with all applicable sections of the MCEHC, AAC, ARS, and CFR from the date this Consent Order



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is signed by the Director ("Effective Date"), and the City of Goodyear further agrees to the following:

A. Within one hundred and twenty (120) days from the Effective Date, the City of Goodyear shall submit and obtain Department approval for **expedited** Approval to Construct (ATC) permits and Approval of Construction (AOC) permits for trailer-mounted Granulated Activated Carbon (GAC) vessels at both Site Thirteen and Site Twenty-Three ("Sites") of the PWS.

B. Within one hundred and twenty (120) days from the Effective Date, the City of Goodyear shall install and activate trailer-mounted GAC vessels at the Sites.

C. From the date of approval of the AOC for the trailer-mounted GAC vessels at the Sites, the City of Goodyear shall conduct monthly TTHM sampling at the Sites within the first seven (7) calendar days of each month and submit the results to the Department within forty-eight (48) hours of receiving the results. Each of the Site's shall be sampled in two (2) locations. The first sampling location will be pre-treatment prior to the trailer-mounted GAC vessels. The second sampling location will be post-treatment of the trailer-mounted GAC vessels. The PWS will communicate with the Department on the technique being utilized for monthly TTHM sampling. This sampling of the Site's is in addition to the required quarterly compliance sampling TTHM compliance sampling through an Arizona certified lab.

D. From the date of approval of the AOC for the trailer-mounted GAC vessels at the Sites, all monthly post-treatment trailer-mounted GAC vessel samples collected under item C at the Sites shall be below the MCL of 0.080mg/L TTHM.

E. From the date of approval of the AOC and until four (4) quarterly compliance samples are submitted to the Department, the LRAA for TTHM at disinfection byproduct compliance sampling locations 02-A and 08-A shall be below the MCL of 0.080mg/L TTHM.

F. The Consent Order shall be in effect from the Effective Date and until Section III (E)



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is completed.

IV. STATEMENT OF CONSEQUENCES

If the City of Goodyear fails to complete any of the requirements in Section III of this Consent Order, the Consent Order may be enforced by appropriate legal action, including a civil action filed in the Maricopa County Superior Court. In that action, the County may ask the Court for, among other things, a civil penalty against the City of Goodyear Water Services Department of up to \$1,000.00 per day, but not to exceed \$10,000.00 for each violation. In addition, the County and/or Department may take any other action against the City of Goodyear under law that the Director and/or the County deems appropriate.

IT IS FURTHER STIPULATED BY AND BETWEEN THE PARTIES that the City of Goodyear PWS shall be operated at all times in accordance with the MCEHC, AAC, ARS, and CFR. If, at any time or during any inspection made within the period of the Consent Order, a violation of the MCEHC, AAC, ARS, and CFR is observed, the Department shall have the right to require further action in accordance with applicable law. This Consent Order does not relieve the City of Goodyear in any manner of its obligation to apply for, obtain, and comply with all applicable permits. Nothing in this Consent Order shall in any way alter, modify, or revoke federal, state, or local law or relieve the City of Goodyear in any manner of the obligation to comply with such laws. Compliance with the terms of this Consent Order shall not be a defense to any action to enforce any such permits or laws. All equipment and construction must be of proper and approved design, again as defined by current laws, codes and regulations found in the MCEHC, AAC, ARS, and CFR.

V. SITE ACCESS

Department personnel may at any time enter the PWS in order to observe and monitor compliance with the provisions of this Consent Order. This right of entry is in addition to the Department's rights under applicable law.



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VI. RESERVATION OF RIGHTS

A. This Consent Order is based solely on currently available information. If additional information is discovered indicating that the actions under this Consent Order are or will be inadequate to protect human health, safety, or the environment, or to conform with applicable federal, state, or local laws, the Department has the right to require further action.

B. The Department has the right to:

1. Seek civil penalties for any and all violations of ARS Title 36 or other applicable statutes, rules, laws, regulations, and ordinances;
2. Disapprove of the City of Goodyear's work that fails to comply with this Consent Order;
3. Take enforcement action for any and all violations of this Consent Order; and
4. Take enforcement action for any and all violations of ARS Title 36 or other applicable statutes, rules, laws, regulations, and ordinances occurring before and/or after the Effective Date of this Consent Order.

C. With respect to this Consent Order, the City of Goodyear waives all rights to the appeals process under the MCEHC and ARS §41-1061 et seq.

VII. SEVERABILITY

If a court of law declares that any provision of this Consent Order is invalid or unenforceable, all other provisions of this Consent Order remain in full force and effect.

VIII. MODIFICATIONS

Any modifications of this Consent Order must be in writing and signed by both parties.

IX. PARTIES BOUND



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The City of Goodyear is responsible, and will remain responsible, for carrying out all activities required under this Consent Order, regardless of change in ownership, corporate status, or partnership status, or transfer of assets or real or personal property relating to the subject of this Consent Order, unless:

- A. The party to whom the right, title, or interest has been sold, transferred, or assigned agrees in writing to fulfill the obligations of this Consent Order; and
- B. The Department approves such sale, transfer, or assignment for a change in ownership.

X. TERMINATION

A. The Department will notify the City of Goodyear in writing that this Consent Order is ended when the Department determines that the City of Goodyear has demonstrated that all terms of this Consent Order have been completed and satisfied.

B. If the Department denies the City of Goodyear's request for termination, the Department will notify the City of Goodyear Water Services Department in writing and describe which terms of the Consent Order have not been completed to the Department's satisfaction.

C. The Department reserves the right to terminate this Consent Order unilaterally at any time if the City of Goodyear breaches or is not in compliance with the terms and conditions of this Consent Order, as solely determined by the Department. The Department will notify the City of Goodyear in writing as to the reasons for termination.

XI. VIOLATIONS OF ORDER

If the City of Goodyear fails to comply with this Consent Order, the City of Goodyear may be liable for other administrative or judicial sanctions, including civil penalties.

XI. SIGNATURES



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Barbara Chappell, Water Services Director of the City of Goodyear Water Services Department, on behalf of the City of Goodyear, acknowledges that [he/she] has read and been advised of all terms of this Consent Order and agrees:

A. The City of Goodyear consents that the City of Goodyear is in violation of the MCEHC, AAC, ARS, and CFR through statements made in this Consent Order and for which this Department has authority,

B. The City of Goodyear willingly enters into this Consent Order with the Department, and

C. The City of Goodyear will comply with this Consent Order and waives any right to appeal.

D. By signing this agreement, the City of Goodyear waives the right to monthly updates for this agreement as required in ARS 11-1603(H). Updates can be obtained at any time upon request by calling (602) 372-6688.

_____, Date _____

Barbara Chappell
Water Services Director of the City of Goodyear Water Services Department.

_____, Date _____

Andy Linton, R.S., Director
Maricopa County Environmental Services Department

Copy of this Consent Order sent certified mail and first-class mail this ____ day of _____, 2026, to:

The City of Goodyear
Water Services Department
Barbara Chappell, Director
4980 S. 157th Avenue
Goodyear, AZ 85338



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Approved as to form

Roric Massey
City Attorney, City of Goodyear

Attest:

Jasmine Pernicano
City Clerk, City of Goodyear



Water Services Department Maricopa County Environmental Services Department (MCESD) Consent Order





MCESD Consent Order Agreement Elevated TTHM Levels



What is TTHM?

- **Can form in water over time**
 - Groundwater
 - Surface water
- **Factors**
 - Source water quality
 - Time/water age
 - Temperature



MCESD Consent Order Agreement Elevated TTHM Levels

Compliance

- **Monitoring**
 - Sampling
 - Reporting
 - Running Annual Average
- **Exceedance**
 - 2nd Quarter (May 2026)
 - 3rd Quarter (September 2026)





MCESD Consent Order Agreement Elevated TTHM Levels

CITY OF Goodyear Public, Fee, and Tax Notices Search

OUR CITY GOVERNMENT

Is my drinking water safe to use?

Yes. This is not an emergency, and your water remains safe to drink and use as normal. If the water is ever unsafe to drink for any reason, the city would notify customers within 24 hours. No immediate corrective action is required by customers.

Do I need to boil my water, buy bottled water or install a filtration system?

No. This is not a boil-water notice, and customers do not need to boil water, buy bottled water or install a filtration system because of this notice.

Water Quality

- **Not an emergency**
- **Safe to drink**
- **No action needed**



MCESD Consent Order Agreement Elevated TTHM Levels

Short-term

- Operational changes
- Purchased portable Granular Activated Carbon (GAC) Treatment vessels

Longer-term

- Full scale permanent solution





MCESD Consent Order Agreement Elevated TTHM Levels

Consent Order

- **Mutual Agreement**
 - Schedule
 - Increased monitoring





Water Services Department

Maricopa County Environmental Services Department (MCESD) Consent Order

Recommendation:

Authorize and direct the Water Services Director to enter into a Consent Order agreement with the Maricopa County Environmental Services Department and take actions and execute documents necessary to carry out the intent of the agreement.



Water Services Department

Maricopa County Environmental Services Department (MCESD) Consent Order

A wide-angle photograph of a desert landscape. In the foreground, there are several tall saguaro cacti and some dry, scrubby vegetation. The middle ground shows rolling hills and mountains with varying shades of brown and tan, indicating different rock formations. The sky is a deep blue with some lighter clouds. A semi-transparent dark grey rectangle is overlaid on the lower half of the image, containing the word "Questions" in white.

Questions