

RESOLUTION NO. 15-1703

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED “AMENDMENT TO CHAPTER 26 OF THE GOODYEAR CITY CODE – SPECIAL EVENTS AMENDING SECTIONS 26-1-2 DEFINITIONS; 26-1-6 GENERAL REQUIREMENTS AND TERMS; 26-1-7 SPECIAL EVENTS ON CITY PROPERTY; 26-2-1 PERMIT APPLICATION AND PROCESSING; AND 26-2-2 GRANTING OR DENYING SPECIAL EVENT APPLICATION”.

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

SECTION 1. Declaration of Public Record. That certain document titled “Amendment to Chapter 26 of the Goodyear City Code – Special Events Amending Sections 26-1-2 Definitions; 26-1-6 General Requirements and Terms; 26-1-7 Special Events on City Property; 26-2-1 Permit Application and Processing; and 26-2-2 Granting or Denying Special Event Application” a copy of which is attached hereto as Exhibit A is hereby declared a public record.

SECTION 2. Copies Filed with the City Clerk. Three copies of that certain document titled, “Amendment to Chapter 26 of the Goodyear City Code – Special Events Amending Sections 26-1-2 Definitions; 26-1-6 General Requirements and Terms; 26-1-7 Special Events on City Property; 26-2-1 Permit Application and Processing; and 26-2-2 Granting or Denying Special Event Application” are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

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

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Maureen Scott, City Clerk

Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, the undersigned Maureen Scott, being the duly appointed, qualified City Clerk of the City of Goodyear, Maricopa County, Arizona, certify that the foregoing Resolution No. 15-1703 is a true, correct and accurate copy of Resolution No. 15-1703, passed and adopted at a regular meeting of the Council of the City of Goodyear, Maricopa County, Arizona, held on the _____ day of _____ 20____, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 20____.

seal

City Clerk

**EXHIBIT A
TO RESOLUTION 15-1703**

“AMENDMENT TO CHAPTER 26 OF THE GOODYEAR CITY CODE – SPECIAL EVENTS AMENDING SECTIONS 26-1-2 DEFINITIONS; 26-1-6 GENERAL REQUIREMENTS AND TERMS; 26-1-7 SPECIAL EVENTS ON CITY PROPERTY; 26-2-1 PERMIT APPLICATION AND PROCESSING; AND 26-2-2 GRANTING OR DENYING SPECIAL EVENT APPLICATION”

CHAPTER 26, SPECIAL EVENTS OF THE GOODYEAR CITY CODE IS HEREBY AMENDED AS FOLLOWS:

SECTION 26-1-2 DEFINITIONS IS HEREBY AMENDED TO READ AS FOLLOWS:

26-1-2 DEFINITIONS.

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (A) APPLICANT means the individual who submits the Special Event Application.
- (B) BLOCK PARTY means an organized neighborhood or public gathering on a street, whether public or private, on a specified date at a specific time and place.
- (C) CITY means the City of Goodyear, an Arizona municipal corporation.
- (D) CITY CLERK means the City Clerk of Goodyear or his/her designee.
- (E) CITY MANAGER means the City Manager of Goodyear or his/her designee.
- (F) CITY SPONSORED EVENT means an event that is conducted in whole or in part by the City or that is conducted on behalf of the City by third parties pursuant to a written contract with the City.
- (G) EVENT ORGANIZER means any person who conducts, manages, promotes, organizes, aids, or solicits attendance at a special event.
- (H) FIRE WORKS means any combustible or explosive composition, substance or combination of substances or any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation except for Consumer Fireworks as defined by Arizona State Statute Section 36-1601.

(I) FIRST AMENDMENT ACTIVITY means all expressive and associative activity conducted on private property or Public Forums that is protected by the United States and Arizona Constitutions, including speech, press, assembly and the right to petition but does not include commercial advertising or speech.

(J) FIRST AMENDMENT EVENT means an event where the sole activity is First Amendment Activity.

(K) GOODYEAR SPRING TRAINING COMPLEX means the land and improvements owned by the City that support Cactus League Spring Training in the City, including the stadium known as the Goodyear Ballpark, the Reds and Indians Clubhouses, the practice facilities and all of the City owned parking parcels.

(L) NON-PERMITTED SPECIAL EVENT means an event for which a Special Event Permit was required, but not obtained.

(M) NON-DOMESTICATED ANIMALS means any wild animal reptile or fowl that is not naturally tame or gentle but is of a wild nature or disposition and that because of its size, vicious nature or other characteristics would constitute a danger to human life or property.

(N) PARADE means a procession of pedestrians, vehicles, or animals or any combination thereof, traveling in unison along or upon a street, road, or highway, organized and conducted for the purposed of attracting the attention of the general public that interferes with the normal flow or regulation of pedestrian and/or vehicular traffic. A Parade shall not mean a funeral procession.

(O) PERMITTEE means the Person to whom a Special Event Permit is issued.

(P) PERSON means an individual, agent, representative, firm, partnership, corporation, limited liability company, joint venture, organization, contractor, subcontractor, affiliate, association or other legal entity of any kind but shall not mean the City.

(Q) PROMOTER means any person who produces or conducts a Special Event on behalf of a Special Event Sponsor.

(R) PUBLIC FORUM means state, local, and federal property that has traditionally been open to the public for speech, assembly and debates. Public Forums do not include public streets.

(S) SPECIAL EVENT means:

(1) any gathering, use, event, or activity that is held wholly indoors that does not exceed three consecutive days and that meets all of the following criteria:

a. the location of such gathering, use, event or activity is not zoned for such use.

(2) any gathering, use, event or activity that is held in whole or in part outdoors, that does not exceed three consecutive days, and that meets any of the following criteria:

a. has more than two hundred and fifty (250) people at the event as attendees, participants, operators, vendors, or in any other capacity; or

b. involves the closing or partial closing of a public street or right-of-way; or that restricts the use of a public street or right-of-way, which includes by way of example, but not limitation, races over public streets and/or sidewalks; or

c. will block or restrict access to the property of others; or

d. involves the use of Fireworks, special effects, large open flames such as bonfires, explosions, or other potentially dangerous displays or actions; or

e. involves any activity or use on property that deviates from the current legal land use or legal nonconforming use of the property; or

f. involves the installation of mechanical amusement rides and/or temporary or portable buildings; or

g. involves the display of non-domesticated animals; or

h. requires a State-issued temporary extension of liquor license premises or a special event liquor license; or

i. meets the definition of Parade set forth in Section 26-1-2 (N) above; or

j. meets the definition of Block Party set forth in Section 26-1-2 (B) above.

(T) SPECIAL EVENT PERMIT means the written authorization from the City allowing a Promoter and/or Special Event Sponsor to hold a Special Event pursuant to this Chapter.

(U) SPECIAL EVENT PERMIT CONDITIONS means the terms, conditions, and/or stipulations imposed as a condition of granting a Special Event Permit.

(V) SPECIAL EVENT SPONSOR means a Person who conducts a Special Event on the Person's own behalf, or the person on whose behalf a Special Event is conducted.

(W) VENDOR means a Person, other than a Promoter and/or Special Event Sponsor who occupies a space, cell, booth, or other temporary structure or location for the purpose of retail sales of goods or services to the public in connection with a Special Event.

SECTION 26-1-6 GENERAL REQUIREMENTS AND TERMS IS HEREBY AMENDED TO READ AS FOLLOWS:

26-1-6 GENERAL REQUIREMENTS AND TERMS.

(A) Neither the words "City of Goodyear" nor the City's Logo, or any combination thereof, shall be used by the Special Event in any manner that would imply an official endorsement of the Special Event by the City without the written authorization of the City Manager.

(B) The Special Event Sponsor and/or the Promoter shall be jointly and severally liable to the City for all applicable fees and costs associated with the Special Event, and the failure to pay such fees and costs shall be unlawful.

(C) Special Event Permits shall remain on the site of the permitted Special Event and shall be shown to City personnel upon request.

(D) Special Event activities shall be confined to the premises listed on the Special Event Permit.

(E) City code compliance officers, police officers and fire inspectors shall have the right to enter permitted Special Events or Non-Permitted Special Events free of charge to insure compliance with the Special Event Permit Conditions, the provisions of this Chapter, the City of Goodyear Zoning Ordinance and any other applicable federal, state, and local laws, ordinances, rules and/or regulations.

(F) Any Special Event that involves the use of Fire Works, special effects, large open flames such as bonfires, explosions, or other potentially dangerous displays or actions shall carry insurance that provides separate coverage for bodily injury and property damage resulting from such activities in an amount no less than \$5,000,000 per occurrence with a \$5,000,000 aggregate.

(G) The Permittee shall be responsible for insuring that all Vendors have Transaction Privilege Tax numbers.

(H) The Special Event Sponsor and/or the Promoter shall obtain all other licenses, permits, certificates and the like required by federal, state, and local laws, ordinances, rules

and/or regulations, including the City of Goodyear's laws, ordinances, rules and/or regulations. This includes, by way of example, Traffic Control Permits and Fire Safety Inspection Permits, which may be required based on the nature of the Special Event. The issuance of a Special Event Permit shall not be evidence that the City knew, or should have known, that another license, permit, certificate or the like was required or was otherwise improperly issued. Both the Special Event Sponsor and the Promoter shall be responsible for violations of this provision.

(I) The issuance of a Special Event Permit pursuant to this Chapter does not obligate or require the City to provide City services, equipment or personnel in support of the permitted Special Event, although the City may provide such services, equipment or personnel if such are reasonably available and the event organizer makes provisions to reimburse the City for the costs thereof.

(J) Fees and costs will be assessed if supplemental permits are required by other City departments through the Special Event Application review process or if City-provided services are required. All expenses incurred by the City for public safety, sanitation, and traffic control personnel and resources required along with any other expenses or costs incurred by the City as a result of the Special Event are the joint and several liability of the Special Event Sponsor and the Promoter, and the failure to pay such fees and costs shall be unlawful.

(K) Off-duty City of Goodyear police officers shall be used for all Special Events requiring law enforcement personnel for traffic control on public roadways and public rights of way. If off-duty City of Goodyear police officers are not available, sworn off-duty law enforcement officers from other jurisdictions may be used.

(L) Neither the approval of an application for a Special Event permit, the issuance of a Special Event Permit, nor the imposition of Special Event Permit Conditions are intended to guarantee the health, safety, or welfare of any Person or the value or security of any real property, or to create liability on the part of or a cause of action against the City of Goodyear or any of its officers, elected and appointed officials, employees, agents, representatives, and volunteers for any damages that may result from the Special Event. The provisions of this Chapter and the Special Event Conditions imposed pursuant to this Chapter are intended as minimum standards for the protection of public health, safety, and welfare. The Promoter and the Special Event Sponsor are responsible for undertaking all measures necessary for the protection of the health, safety or welfare of any Person who may be injured, or whose property may be damaged as a result of the Special Event.

(M) The type of coverage and limits of insurance required by the City for Special Events on City owned or controlled property and required for any Special Events that involves the use of Fire Works, special effects, large open flames such as bonfires, explosions, or other potentially dangerous displays or actions represent minimum amounts of insurance that must be carried and do not represent a determination that the required coverage and limits are adequate to cover claims and/or losses that may be asserted in connection with the Special Event. The lack of insurance requirements for other types of Special Events does not represent a determination that there is no risk of claims or losses for bodily injury or property damage arising from the Special Event. The Promoter and the Special Event Sponsor are responsible for determining the

type of insurance coverage and the amount of such coverage needed to cover claims and/or losses that may be asserted in connection with a Special event and for carrying such insurance coverage.

(N) Subject to Council appropriation for the cost of such waivers, and except as otherwise provided herein, fees for other permits required in connection with a Special Event shall be waived for events that are sponsored by public schools and organizations that have obtained tax-exempt status under section 501(c)(3) of the Internal Revenue Code. In addition, and except as otherwise provided herein and subject to Council appropriation for the cost of such waivers, fees for permits required in connection with gatherings, uses, events, or activities held in whole or in part outdoors that does not exceed three consecutive dates and has less than two hundred and fifty (250) people at the event as attendees participants, operators, vendors or in any other capacity that are sponsored by public schools or organizations that have obtained exemptions under section 501(c)(3) of the Internal Revenue Code events shall be waived. The waivers provided herein apply only to the fees for the permit, not the fees that may be charged for additional services that may be required in connection with a special event, such as cost of off-duty personnel, cost of traffic barricades, cost of sanitation services, rental fees, etc. The fee waivers provided herein shall be provided on a first-come basis.

SECTION 26-1-7 SPECIAL EVENTS ON CITY PROPERTY IS HEREBY AMENDED TO READ AS FOLLOWS:

26-1-7 SPECIAL EVENTS ON CITY PROPERTY.

(A) If required by the City, the Promoter and Special Event Sponsor for any Special Event that is to be held on City owned property shall execute an agreement on a form provided by the City under which the Promoter and Special Event Sponsor agrees to waive and release the City of Goodyear and its officers, elected and appointed officials, employees, agents, representatives, and volunteers from and against any and all claims, costs, liabilities (including bodily injury or illnesses), expenses or judgments, including attorney's fees and court costs (collectively "Claims"), arising out of or related to the activities of the permitted Special Event and also agrees to indemnify and hold harmless the City from and against any and all Claims arising out of or related to the activities of the permitted Special Event unless such Claims are caused solely by the negligence, gross negligence or willful misconduct of the City, its officers, elected and appointed officials, employees, agents, representatives, and/or volunteers.

(B) For any Special Event that is to be held on property owned or controlled by the City, the Special Event Sponsor, the Promoter, and all Persons, including by way of example, but not limitation, Vendors, contractors and sub-contractors who will be performing any activity associated with the setup, tear down, clean-up, and/or operation of the Special Event, shall, if required by the City, carry and provide proof of insurance in the amounts and types of coverage as determined by rules and regulations adopted by the City Manager subject to the following:

(1) All required insurance coverage shall be primary and any insurance maintained by the City, its officers, elected and appointed officials, employees, agents, representatives and volunteers shall be excess and non-contributory.

(2) All required insurance coverage shall be provided on a “per occurrence” form. If coverage is only available on a “claims made” form, the City Clerk shall deny the application for the Special Event except as follows. The Risk Manager may require and obtain proof that the insured has obtained extended reporting coverage for a period of time deemed sufficient by the Risk Manager to protect the City from any unforeseen losses and in such a case, a “claims made” policy may be allowed.

(3) The City, its officers, elected and appointed officials, employees, agents, representatives, and volunteers shall be included as additional insureds on insurance policies as required by the Risk Manager. The City, its officers, elected and appointed officials, employees, agents, representatives, and volunteers shall be named as additional insured by endorsement and not solely as a listed party on a certificate of insurance. The City, its officers, elected and appointed officials, employees, agents, representatives, and volunteers are to be covered as additional insureds to the full limits of coverage purchased even if those limits are in excess of the minimum amounts of insurance required by the City.

(C) The Promoter and Special Event Sponsor shall execute any agreements and pay all applicable fees required by the City, including the Parks and Recreation Department, for the use of the City’s parks, parks facilities, or other City owned and/or controlled property.

**SECTION 26-2-1 PERMIT APPLICATION AND PROCESSING IS HEREBY
AMENDED TO READ AS FOLLOWS:**

26-2-1 PERMIT APPLICATION AND PROCESSING.

(A) The application for a permit to conduct or engage in any Special Event shall be filed with the City Clerk. The application shall be on a form furnished by the City Clerk, and the application shall include full, complete and detailed information as requested in the application. The fully completed application shall be accompanied by all supporting documentation specified in the application.

(B) If the person who files the Special Event application is not the Special Event Sponsor, the Special Event Sponsor shall provide the City Clerk written authorization authorizing the Applicant to apply for the Special Event Permit on the Special Event Sponsor’s behalf and certifying that the Special Event Sponsor shall be responsible for all City fees, charges, and costs associated with the Special Event.

(C) Special Event applications shall be filed at least forty-five (45) calendar days before the proposed date(s) of the Special Event unless the event involves the closures of all or part of any public roadways. For Special Events involving the closure of all or part of up to 10 kilometers of public roadways located entirely within the City of Goodyear, a Special Event application shall be filed at least 90 days before the day of the event. For Special Events involving the closure of all or part of more than 10 kilometers of public roadways located entirely within the City of Goodyear, a Special Event application shall be filed at least 120 days before the day of the event. For Special Events involving the closure of all or part of public roadways in multiple jurisdictions, a Special Event application shall be filed at least 180 days before the day of the event. The City Clerk, at his/her sole discretion, may process a Special Event application that is received less than the time frames set forth herein if good cause is shown and the nature of the application can reasonably be processed prior to the proposed date(s) of the Special Event.

(D) Following the receipt of a Special Event application, the City Clerk shall:

(1) distribute the application to the members of the Special Event Review Committee whose members shall: advise the City Clerk if additional clarifications and/or additional information is required; recommend Special Event Conditions that should be imposed; recommend that the application be granted, with or without conditions or denied based on the findings as set forth in Section 26-2-2; and provide the City Clerk any additional information requested by the City Clerk; and

(2) based on the recommendations of the Special Event Review Committee, either issue a Preliminary Approval of the application with all recommended Special Event Conditions, or deny the application.

(E) The City Clerk shall issue an approval or denial of a Special Event application within the most reasonable time possible based on the scale of the Special Event. The City Clerk shall provide written notification to the Applicant informing them of the approval or denial. The written notification shall be mailed to the Applicant's address as stated on the application.

(F) Depending upon the amount of time that has lapsed between the approval and the event, the City Clerk may require the Applicant to confirm in writing that there have been no changes in circumstances that would have warranted a different response on the application. If the Applicant cannot provide this confirmation because there were changes that would have warranted a different response on the application, the Applicant shall provide the City Clerk the updated information, and the City Clerk shall forward the updated information to the Special Event Review Committee and based on the recommendations of the Special Event Review Committee, may deny a final approval or impose additional Special Event Conditions as needed to address the change in circumstances.

(G) If the City Clerk denies a Special Event Application, the City Clerk shall provide the Applicant written notification of such denial, which notification shall include the reasons for the denial and a reference to the appeal procedures set forth in Section 26-2-4 below. The written notification requirement set forth herein shall be deemed satisfied on the date the written

notice is either hand delivered to the Applicant at the address shown on the permit application or placed, postage prepaid, in the United States mail, certified mail, return receipt requested and addressed to the Applicant at the address shown on the permit application, whichever is earlier.

**SECTION 26-2-2 GRANTING OR DENYING A SPECIAL EVENT APPLICATION IS
HEREBY AMENDED TO READ AS FOLLOWS:**

26-2-2 GRANTING OR DENYING A SPECIAL EVENT APPLICATION.

(A) The City Clerk shall issue a Special Event Permit under this Chapter if the City Clerk finds that the issuance of the permit, with or without conditions, meets *all* of the following criteria:

(1) The Special Event application has not been denied for any of the conditions for denial as set forth in Section 26-2-2(B) below.

(2) The issuance of a Special Event Permit will not violate any of the requirements of this Chapter, the City of Goodyear Zoning Ordinance, or any other applicable federal, state, and local laws, ordinances, rules and/or regulations.

(3) All conditions imposed during the application process for the issuance of a Special Event Permit have been met.

(4) The expected attendance at the event will not exceed the lawful capacity of the Special Event venue site under the City's fire code.

(5) There is adequate parking available to accommodate the expected attendance at the Special Event.

(6) The Special Event will not have an unreasonable adverse impact upon nearby residential neighborhoods or businesses for such things as traffic circulation, parking shortages, excessive noise levels or other nuisances.

(7) The Special Event will not substantially interrupt the safe and orderly movement of pedestrian and vehicular traffic within the City.

(8) The Special Event will not require the diversion of public safety or other City employees from their normal duties so as to unreasonably reduce adequate levels of service to any other area of the City.

(9) The Special Event will not unreasonably interfere with access to police or fire stations, or other public safety facilities or will not unreasonably interfere with the

movement of police, fire, ambulances, and other public safety or emergency vehicles on the streets.

(10) The Special Event would present an unreasonable danger to the health or safety of the Applicant, spectators, City employees, or members of the public.

(11) The Special Event will not conflict with construction or development in the public right-of-way or at a public facility.

(12) The Special Event will not unreasonably interfere with any other special event for which a permit has already been granted or with the provision of City services in support of other scheduled events or scheduled government functions.

(13) The Special Event will not have a significant adverse environmental impact.

(B) The City Clerk shall deny any application for a Special Event Permit if the City Clerk finds any of the following conditions exist:

(1) If any of the criteria set forth in Section 26-2-2(A) above have not been met; or

(2) If the Special Event application is incomplete and the Applicant failed to provide any additional information requested; and/or if the application contains a false or material misrepresentation; or

(3) If the Applicant, Promoter, and/or Special Event Sponsor fails to comply with all requirements of this Chapter including, but not limited to, failing to provide proof of insurance and/or an indemnification agreement as required by this Chapter; failing to pay all applicable fees and costs; failing to obtain additional permits as may be required; or

(4) The proposed time and place for the Special Event conflicts with another earlier application for a Special Event Permit that will be issued; or

(5) Required insurance coverage is not available on an occurrence basis and the Risk Manager, in his/her discretion, concludes that the lack of an occurrence policy presents an undue risk of liability to the City.

(C) The City Clerk may deny any application for a Special Event Permit if the City Clerk finds any of the following conditions exist:

(1) If there has been a history of significant complaints generated from similar prior Special Events; or

(2) The Applicant, Promoter and/or the Special Event Sponsor have, on prior occasions, damaged City property and has not paid in full for such damage, or has other outstanding and unpaid debts to the City.

(3) If the Special Event application was not received within the time frames set forth in Section 26-2-1.