



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, June 12, 2023

**Immediately following the Joint Community Facilities District
Special Meeting**

Mayor
Joe Pizzillo

Vice Mayor
Laura Kaino

Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Brannon Hampton

Councilmember
Vicki Gillis

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

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

NON-AGENDA ITEMS

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

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

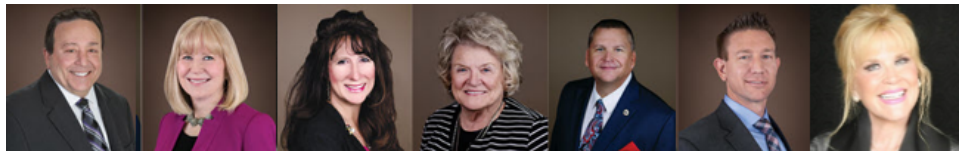
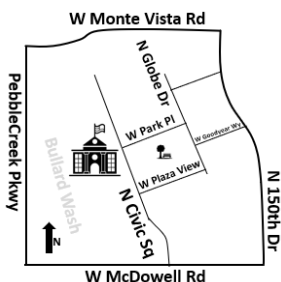
AGENDA ITEMS

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

PROCEDURES

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Goodyear City Council and to the general public that the Council of the city of Goodyear will hold a meeting open to the public. Public body members of the city of Goodyear will attend either in person or by telephone conference call and/or video communication. The Goodyear City Council may vote to go into Executive Session, pursuant to A.R.S. § 38-431.03(A)(3), which will not be open to the public, to discuss certain matters.

Meetings are conducted in accordance with the City Council Meetings Council Rules of Procedure adopted by Resolution No.2018-1879.



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

www.goodyearaz.gov/cityclerk

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

Immediately following the Joint Community Facilities District Special Meeting

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER STIPP****CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR****CONSENT**

1. **APPROVAL OF MINUTES
RECOMMENDATION**

Approve the draft meeting minutes from the Special Meetings of May 15, 2023 and May 17, 2023 and the Regular Meeting of May 22, 2023. (Darcie McCracken, City Clerk)

2. **RECOMMEND APPROVAL FOR A NEW CLASS B BINGO LICENSE
RECOMMENDATION**

Recommend approval to the Arizona Department of Revenue (ADOR) for a Class B bingo license, submitted by John Fournier, Administrator for the Avondale Moose Lodge, for bingo games to be held at 1572 S. Cotton Ln, Goodyear, AZ, 85338. (Corinne Ferguson, Deputy City Clerk)

3. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR
WAFFLETTTO COFFEE & WAFFLES
RECOMMENDATION**

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 236460, a request by Juanita Alicia Esparza, agent for Waffletto Coffee & Waffles for a new Series 12 liquor License. Waffletto Coffee & Waffles is located at 406 N. Litchfield Rd. #208, Goodyear, AZ 85338 (generally located N of Van Buren and W of Litchfield Rd.). (Darcie McCracken, City Clerk)

4. **INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR INDIAN
SCHOOL ROAD & PERRYVILLE ROAD INTERSECTION IMPROVEMENTS
RECOMMENDATION**

ADOPT RESOLUTION NO. 2023-2313 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR INDIAN SCHOOL ROAD AND PERRYVILLE ROAD INTERSECTION IMPROVEMENTS, PROVIDING AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE. (Hugh Bigalk, P.E., City Traffic Engineer)

5. **DEDICATION OF RIGHT OF WAY REQUIRED FOR THE BULLARD AVENUE WIDENING AT SOUTHBOUND VAN BUREN PROJECT**

RECOMMENDATION

Authorize the acceptance and execution of Special Warranty Deed from Squaw Peak Goodyear LLC, an Arizona limited liability company conveying right-of-way to the City. (Kimberly Romero, Real Estate Coordinator)

6. **APPROVE AMENDMENT 12 TO THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF GOODYEAR AND THE REGIONAL PUBLIC TRANSIT AUTHORITY FOR THE CONTINUED PROVISION OF ACCESSIBLE TRANSIT SERVICES**

RECOMMENDATION

Authorize the City Manager to approve Transit Services Amendment 12 between the City of Goodyear and the Regional Public Transit Authority (RPTA) for the continued provision of transit services in Goodyear and related FY2024 budget transfer. (Christine McMurdy, Project Management Coordinator)

7. **APPROVE EXPENDITURE UP TO \$1,000,000 FOR THE MID-TERM UPDATE OF THE INTEGRATED WATER MASTER PLAN (PROJECT 60079)**

RECOMMENDATION

Approve expenditure of funds up to \$1,000,000 for the mid-term update of the Integrated Water Master Plan to include the submission/renewal of a Designation of Assured Water Supply (DAWS) application. (Ray Diaz, Water Resources and Sustainability Manager)

8. **RESOLUTION 2023-2324 AMENDING “POLICY 600 ATTENDANCE AND LEAVE”, AS AN AMENDMENT TO THE “CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL”**

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2324 AMENDING “POLICY 600 ATTENDANCE AND LEAVE,” AS AN AMENDMENT TO THE “CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL.” (Vicki Lackey, Human Resources Deputy Director)

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

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

9. **PROPOSED PROPERTY TAX LEVY FOR FY2024 (TRUTH-IN-TAXATION HEARING) AND ON PROPOSED FINAL BUDGET ADOPTION FOR FY2024 AND APPROVAL OF TRUTH IN TAXATION INCREASE BY ROLL CALL VOTE RECOMMENDATION**

1. Conduct a public hearing on Resolution No. 2023-2318, which adopts the final estimates by the city of Goodyear for the fiscal year beginning July 1, 2023 and ending June 30, 2024 and on the proposed primary property tax levy increase of \$258,247.

2. Approve the Truth-in-Taxation increase of \$258,247 for FY2024 by a roll call vote. (Ryan Bittle, Finance Manager)

BUSINESS

10. **DEVELOPMENT AGREEMENT FOR BULLARD AVENUE IMPROVEMENTS RECOMMENDATION**

ADOPT RESOLUTION NO. 2023-2320 APPROVING THE DEVELOPMENT AGREEMENT FOR BULLARD AVENUE IMPROVEMENTS WITH SQUAW PEAK GOODYEAR, LLC AN ARIZONA LIMITED LIABILITY COMPANY; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAID DEVELOPMENT AGREEMENT; PROVIDING AUTHORIZATION FOR FUTURE ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (Stephen Scinto, Director of Engineering)

INFORMATION ITEMS

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

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

Council Related Matters.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

June 26, 2023

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 6/07/2023 at 5:00 p.m. by PP.

ITEM #: 1.
DATE: 06/12/2023
AI #:1170



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the draft meeting minutes from the Special Meetings of May 15, 2023 and May 17, 2023 and the Regular Meeting of May 22, 2023. (Darcie McCracken, City Clerk)

Attachments

May 15, 2023 Special Meeting Minutes - Draft
May 17, 2023 Special Meeting Minutes - draft
May 22, 2023 Regular Meeting Minutes - Draft

City Council Special Meeting

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



Monday, May 15, 2023

**Immediately Following
Work Session**

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the meeting to order at 7:02 p.m.

ROLL CALL

Present: Mayor Joe Pizzillo; Vice Mayor Laura Kaino; Councilmember Sheri Lauritano; Councilmember Wally Campbell; Councilmember Brannon Hampton; Councilmember Vicki Gillis

Absent: Councilmember Bill Stipp

Staff Present: City Manager Wynette Reed; City Attorney Roric Massey; Deputy City Clerk Corinne Ferguson

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Vicki Gillis to EXCUSE Councilmember Stipp. Motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

BUSINESS

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

1. Pursuant to A.R.S. § 38-431.03(A)(1) & (3): For legal advice and for discussion or consideration of employment, assignment, and appointment, of the position of Presiding Judge.
2. Pursuant to A.R.S. §38-431.03(A)(3) & (4): Discussion and consultation with the City Attorney for legal advice to consider its position and instruct its attorneys regarding the City's position regarding contracts that are the subject of negotiations related to the possible amendment of a development agreement with Microsoft Corp.

MOTION BY Councilmember Brannon Hampton, SECONDED BY Councilmember Wally Campbell to CONVENE an Executive Session. Motion carried as follows:

AYE: **Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Brannon Hampton, Councilmember Vicki Gillis**

Passed - Unanimously

Council entered Executive Session at 7:03 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 7:35 p.m.

RECONVENING OF SPECIAL MEETING

Mayor Pizzillo reconvened the Special Meeting at 7:35 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 7:36 p.m.

Darcie McCracken, City Clerk

Joe Pizzillo, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL SPECIAL MEETING of the city of Goodyear, Arizona, held on May 15, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2023.

SEAL:

Darcie McCracken, City Clerk

City Council Special Meeting

City Hall - Civic Square Conference Room
1900 N. Civic Square
Goodyear, AZ 85395



Wednesday, May 17, 2023

4:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 4:01 p.m.

ROLL CALL

Present: **Mayor Joe Pizzillo; Vice Mayor Laura Kaino; Councilmember Sheri Lauritano; Councilmember Wally Campbell; Councilmember Bill Stipp; Councilmember Vicki Gillis**

Absent: **Councilmember Brannon Hampton**

Staff City Manager Wynette Reed; City Attorney Roric Massey;
Present:

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Vice Mayor Laura Kaino to EXCUSE Councilmember Hampton. The motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Vicki Gillis

Passed - Unanimously

BUSINESS

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

1. Pursuant to A.R.S. §38-431.03(A)(3) & (4) Consultation with the City's Attorney for legal advice and in order to consider its position and instruct its attorneys regarding the public body's position regarding pending or contemplated litigation or in settlement discussions in order to avoid or resolve litigation related to potential or pending transaction privilege tax matters.

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

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Vicki Gillis

Passed - Unanimously

Council moved into Executive Session at 4:02 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 4:55 p.m.

RECONVENING OF SPECIAL MEETING

Mayor Pizzillo reconvened the Special Meeting at 4:55 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 4:55 p.m.

Darcie McCracken, City Clerk

Joe Pizzillo, Mayor

Date: _____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL SPECIAL MEETING of the city of Goodyear, Arizona, held on May 17, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2023.

SEAL:

Darcie McCracken, City Clerk

City Council Regular Meeting

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



Monday, May 22, 2023

**Immediately following the
Communities Facility
District Meeting at 5:00 p.m.**

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the meeting to order at 5:13 p.m.

ROLL CALL

Present: **Mayor Joe Pizzillo; Vice Mayor Laura Kaino; Councilmember Sheri Lauritano;
Councilmember Wally Campbell; Councilmember Bill Stipp; Councilmember
Brannon Hampton; Councilmember Vicki Gillis**

Staff City Manager Wynette Reed; City Attorney Roric Massey; City Clerk Darcie

Present: McCracken

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER CAMPBELL

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Vic Knight, a Goodyear resident, opposed the Use Permit for a Circle K, questioning the zoning permit notice process, the zoning notification area, and the lack of notice of the full scope of the application.

Constance Angus, a Goodyear resident, thanked the Council for their service to the community. Ms. Angus opposed the Use Permit for a Circle K, presenting information from a petition circulated within the Pebble Creek community. She added that the permit would cause health concerns for the residents near Circle K.

John Angus, a Goodyear resident, seconded Ms. Angus's comments. He added his opposition based on serious health concerns for residents living next to diesel fuel pumping stations and semi-truck parking, which he likened to a truck stop.

Council requested information regarding the zoning administrators' ability to extend the notification area.

CONSENT

Council requested clarification of Consent Agenda item 7, specifically to the property requiring eminent domain. Real Estate Coordinator Kimberly Romero explained the City would obtain a temporary construction easement via a court order to install a waterline.

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Brannon Hampton to APPROVE Consent Agenda items 1 through 10. Motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

1. APPROVAL OF MINUTES

Approve the draft minutes from a Regular Meeting held on May 8, 2023. (Darcie McCracken, City Clerk)

2. ADOPTION OF THE PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM FY2024 PENSION FUNDING POLICY

RECOMMENDATION

Adopt the Public Safety Personnel Retirement System FY2024 Pension Funding Policy. (Doug Sandstrom, Finance Director)

3. JOINT AGENCY AGREEMENT WITH THE MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) FOR THE VINEYARD AND 143RD AVE SAFETY PROJECT

RECOMMENDATION

Approve the Joint Agency Agreement with the Maricopa Association of Governments (MAG) for project 42070 - Vineyard and 143rd Ave Safety Project and authorizing necessary budget amendments and all expenditures of up to \$30,000 for design in FY 2023 and up to \$414,671 for construction in FY 2024. (Christopher Bridges, Transportation Planning Manager)

4. ADOPT A RESOLUTION TO CALL THE SPECIAL BOND ELECTION, PROVIDE NOTICE OF THE ELECTION AND REQUEST ARGUMENTS FOR AND AGAINST THE MEASURES

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2306 ORDERING, CALLING AND PROVIDING NOTICE OF A SPECIAL ELECTION FOR NOVEMBER 7, 2023; REFERRING TO THE VOTERS OF THE CITY OF GOODYEAR QUESTIONS OF SELLING AND ISSUING BONDS PAYABLE FROM SECONDARY (AD VALOREM) PROPERTY TAXES; DESIGNATING THE MANNER OF ELECTION; DESIGNATING THE DATES THAT VOTER REGISTRATION CLOSES; DESIGNATING PROVISIONS FOR THE FILING OF ARGUMENTS FOR AND AGAINST THE BONDS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO ENTER INTO ALL AGREEMENTS TO EFFECTUATE ELECTION SERVICES; AND ORDERING THE CITY CLERK TO PUBLISH NOTICE OF THIS CALL OF ELECTION. (Darcie McCracken, City Clerk)

5. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY FOR COORDINATION OF ROADWAY STANDARDS RELATED TO DEVELOPMENT**

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2316 APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY AND THE CITY OF GOODYEAR FOR COORDINATION OF ROADWAY STANDARDS RELATED TO PRIVATE DEVELOPMENTS AND PROVIDING DIRECTION AND AUTHORIZATION. (Christopher Bridges, Transportation Planning Manager)

6. **FY2024 DESIGNATION OF CHIEF FISCAL OFFICER FOR EXPENDITURE LIMIT REPORTING**

RECOMMENDATION

ADOPT RESOLUTION NO. 2023–2310 DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2024 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL. (Doug Sandstrom, Finance Director)

7. **AUTHORIZATION TO PROCEED WITH CONDEMNATION UNDER THE POWERS OF EMINENT DOMAIN FOR THE LAND RIGHT NECESSARY FOR THE HISTORIC GOODYEAR WATERLINE REPLACEMENT**

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2314 AUTHORIZING AND DIRECTING THAT INTERESTS IN CERTAIN REAL PROPERTY BE ACQUIRED BY THE CITY OF GOODYEAR BY EXERCISE OF EMINENT DOMAIN AS A MATTER OF PUBLIC NECESSITY AND AUTHORIZING USE OF EMINENT DOMAIN (Kimberly Romero, Real Estate Coordinator)

8. **AUTHORIZATION FOR RIGHT-OF-WAY ACQUISITION FOR THE YUMA ROAD WIDENING CANYON TRAILS TO SARIVAL**

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2315 AUTHORIZING AND DIRECTING THAT FEE SIMPLE AND EASEMENT INTERESTS IN CERTAIN REAL PROPERTY BE ACQUIRED BY THE CITY OF GOODYEAR BY DEDICATION, DONATION, PURCHASE OR THE EXERCISE OF THE POWER OF EMINENT DOMAIN AS A MATTER OF PUBLIC NECESSITY AND PROVIDING AUTHORIZATION. (Kimberly Romero, Real Estate Coordinator)

9. **INCREASE TOTAL PROJECT BUDGET FOR CAPITAL IMPROVEMENT PROGRAM PROJECT #42037 YUMA ROAD, CANYON TRAILS TO SARIVAL AND AUTHORIZE RELATED BUDGET AMENDMENTS**

RECOMMENDATION

Approve a budget increase of \$2.37 million for Capital Improvement Program Project #42037 Yuma Road, Canyon Trails to Sarival and related budget amendments. (Hugh Bigalk, City Traffic Engineer; Allan Smolko, Sr. Project Manager)

10. **FINAL PLAT FOR ARROYO RANCH**

RECOMMENDATION

Approve the Final Plat for Arroyo Ranch. (Marty Crossland, Interim Deputy Director of Development Engineering)

PUBLIC HEARINGS

11. **USE PERMIT FOR A CONVENIENCE USE (CIRCLE K CONVENIENCE STORE WITH A GAS STATION)**

This item has been continued to June 26, 2023.

12. **SPECIAL USE PERMIT FOR A STORAGE FACILITY (U-HAUL MOVING & STORAGE FACILITY)**

Mayor Pizzillo opened the public hearing at 5:23 p.m.

Planning Manager Steve Careccia introduced the request for approval of a Special Use Permit (SUP) for a Storage Facility, U-Haul Moving & Storage Facility, located at the corner of West Van Buren and North 137th Avenue. The zoning is C-2, which requires a SUP for a storage facility. The stipulations include standard site plan reviews, signage approvals, and approval from the City of Avondale, as the lot is adjacent to the City.

Mayor Pizzillo closed the public hearing at 5:29 p.m.

Council requested clarification of the location and the visibility of storage boxes from the public.

Mr. Careccia noted the area of the proposed use and reiterated the storage containers would be housed in the building.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Bill Stipp to Approve a Special Use Permit for a Storage Facility with stipulations.

Motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

BUSINESS

13. **ADOPT TENTATIVE BUDGET FOR FISCAL YEAR 2024 AND SET A PUBLIC HEARING**

Finance Manager Ryan Bittle introduced Business items 13 through 15, a Resolution adopting the revenue and expense estimates for the fiscal year 2024, the 2024 financial policies, and the authorization of expenditures over \$500,000.

Mr. Bittle provided information on the 14 changes included in the budget as discussed by the Council at April 17, 2023, work session.

Council discussed how funds are reconciled when expenditures are not completed in one fiscal year, infrastructure needs for the Mobile area, the time the Council gives to review and plan for budget changes strategically, and the need for an increase in staff numbers to best support the growth within the City.

Council shared the need to take advantage of the work session meetings scheduled to discuss items in more detail.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Brannon Hampton to ADOPT Resolution 2023-2309, A RESOLUTION ADOPTING THE FISCAL YEAR 2023-2024 ESTIMATES OF REVENUES AND EXPENSES FOR THE CITY OF GOODYEAR, INCLUDING ESTIMATED PROPERTY TAX LEVY AND PROPERTY TAX RATES, AS THE TENTATIVE BUDGET FOR FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024; SETTING FORTH THE RECEIPTS AND THE AMOUNTS ESTIMATED AS COLLECTIBLE FOR THE PREVIOUS FISCAL YEAR; THE AMOUNT PROPOSED TO BE RAISED BY DIRECT PROPERTY TAXATION FOR THE VARIOUS PURPOSES; GIVING NOTICE OF THE TIME FOR HEARING TAXPAYERS; FOR ADOPTION OF BUDGET AND SETTING THE TAX LEVIES. Motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

14. FY2024 FINANCIAL POLICIES

MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Wally Campbell to ADOPT the Fiscal Year 2024 Financial Policies. Motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

15. AUTHORIZATION OF EXPENDITURES IN EXCESS OF \$500,000 FOR FY2024

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Wally Campbell to AUTHORIZE the FY2024 listed expenditures in excess of \$500,000. Motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

16. **ADOPT PROPOSED USER FEE CHANGES TO THE GOODYEAR MUNICIPAL USER FEE SCHEDULE**

Deputy Finance Director Jared Askelson presented Resolution 2023-2307, updating the Municipal User Fees. Mr. Askelson noted the only two changes were a decrease in Preliminary Subdivision Plat Application Fees for preliminary plats with 11 or more lots, and the addition of a new fee category for large-scale utility boring projects.

Robert Pizorno with Lumen Technologies thanked staff and Council for considering the Municipal User Fee Resolution changes.

MOTION BY Councilmember Vicki Gillis, SECONDED BY Councilmember Bill Stipp to ADOPT RESOLUTION NO. 2023-2307 APPROVING AND ADOPTING A DOCUMENT ENTITLED THE GOODYEAR MUNICIPAL USER FEE SCHEDULE REPLACING AND SUPERSEDING THE MUNICIPAL USER FEE SCHEDULE ADOPTED BY RESOLUTION NO. 2022-2274 AS AMENDED; PROVIDING FOR AN EFFECTIVE DATE. Motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Laura Kaino, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Bill Stipp, Councilmember Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

INFORMATION ITEMS

Councilmember Hampton requested the City Manager look into relief for the construction traffic concerns of the residents living in Palm Valley Phase 5.

City Manager Wynette Reed stated the Goodyear Night Market was a popular event, with over 3,000 attendees.

Ms. Reed concluded noting the Ballpark hosted three high school graduations with 1,180 graduates and 15,000 guests, and the BBQ and Balloons event had over 800 attendees and included multiple food and retail vendors, six barbeque teams, and two hot air balloons.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

June 5, 2023

Council Work Session

5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:25 p.m.

Darcie McCracken, 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 May 22, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2023.

SEAL:

Darcie McCracken, City Clerk

ITEM #: 2.
DATE: 06/12/2023
AI #:1525



CITY COUNCIL ACTION REPORT

SUBJECT: RECOMMEND APPROVAL FOR A NEW CLASS B BINGO LICENSE

STAFF PRESENTER(S): Corinne Ferguson, Deputy City Clerk

OTHER PRESENTER(S):

John Fournier, Administrator for the Avondale Moose Lodge.

SUMMARY

The applicant is requesting a recommendation of approval for a Class B bingo license.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Sense of
Community

RECOMMENDATION

Recommend approval to the Arizona Department of Revenue (ADOR) for a Class B bingo license, submitted by John Fournier, Administrator for the Avondale Moose Lodge, for bingo games to be held at 1572 S. Cotton Ln, Goodyear, AZ, 85338. (Corinne Ferguson, Deputy City Clerk)

FISCAL IMPACT

The applicant paid a \$25 fee to the City of Goodyear per the ADOR Bingo License Packet.

BACKGROUND AND PREVIOUS ACTIONS

John Fournier, Administrator for the Avondale Moose Lodge, has applied for a new Class B bingo license to be located at 1572 S. Cotton Ln., Goodyear, AZ 85338. The Lodge plans to host bingo games Monday and Saturday of each week starting at 6:00 PM.

The City Clerk's office received the completed application on May 9, 2023. The application has been routed to the Police Department and the Development Services Department (Planning & Zoning, Code Compliance and Building Safety), any comments are listed below.

Department	Comments
Police	None
Planning and Zoning	None
Code Compliance	None
Building Safety	None

Per A.R.S. §5-404, this application must be approved by the local governing body prior to being submitted to the Arizona Department of Revenue (ADOR), which is the licensing authority for bingo licenses.

STAFF ANALYSIS

Class B bingo licenses are dedicated to raising funds for the establishment's sponsoring of charitable organizations. Bingo is offered to the members of the Lodge Monday and Saturday of each week starting at 6:00 PM. Members will pay \$2 per game and the winner will win 50% of the money collected for the game. The bingo license will be valid for a year from the date issued and allows the holder to conduct bingo for which gross receipts do not exceed \$500,000 per year.

Attachments

REDACTED Bingo Application

FOR OFFICIAL USE ONLY PURSUANT TO A.R.S. § 5-404.A

- **License Applicants:** Complete lines 2, 3, and 4. Submit with entire license package to local governing body.
- **Local Governing Body:** Complete and return with license package to the Department of Revenue Bingo Section. A.R.S. §§ 5-409 and 5-410

☒ New Application		☐ Change of Location	Date MMDDYYYY	License Number
From (Name of local governing body)				
Address (number and street, PO Box)				
City		State	ZIP Code	
Phone No. (with area code)				
REVENUE USE ONLY. DO NOT MARK IN THIS AREA.				
88				
81 PM				
80 RCVD				

1 This is to certify that on MMDDYYYY a hearing was conducted pursuant to Arizona Revised Statute, Title 5, Chapter 4, in the matter of:

- ☒ Application for a bingo license by the following applicant.
☐ Application for a bingo license location transfer.

2 Applicant's Name

3 Location/Address where live bingo will be conducted: City State ZIP Code

4 Fill in the time on the days live bingo will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
☐ a.m.	☐ a.m.	☐ a.m.	☐ a.m.	☐ a.m.	☐ a.m.	☐ a.m.
☐ p.m.	1:00 ☒ p.m.	☐ p.m.	☐ p.m.	6:00 ☒ p.m.	☐ p.m.	☐ p.m.

5 Who is your live bingo supplier?

6 Recommendation for the application: ☐ Approved ☐ Disapproved

7 Specific reasons for disapproval are hereby listed pursuant to A.R.S. § 5-404.1:

This endorsement must be signed by a delegated authority of the local governing body.

PRINTED NAME

SIGNATURE

DATE

TITLE

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

- Type or print in black ink and complete all information requested on this form. If you do not, your application will be returned. All information is subject to verification. If you need more space, attach additional sheets.
- **All bingo licenses expire one year from the date of issue.** To continue conducting live bingo games, you must renew your license prior to the expiration date pursuant to A.R.S. §§ 5-403(C) and 5-410.

1 Applicant's Name AUNDAL MOOSE LODGE		
2a Mailing Address 1572 S COTTON HW		
2b City Goodyear	State AZ	ZIP Code 85338
3a Administrative Office Location 1572 S COTTON HW		
3b City Goodyear	State AZ	ZIP Code 85338
4a Name of Contact Person John Fournier	4b Telephone No. 623-932-4022	
4c E-mail Address Lodge20786mooseunits.org	4c Fax No.	

Falsification of information contained in this application constitutes a Class 6 felony.

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

88

81 PM

80 RCVD

5 Class B and Class C license applicants only: If applying as a qualified organization, *check one box* to indicate the type of organization:

- | | | | |
|---|--|---|--|
| ☐ Charitable | ☐ Social | ☐ Religious | ☐ Veterans |
| ☒ Fraternal | ☐ Volunteer Fire Department | ☐ Homeowners Association | ☐ Nonprofit Ambulance Service |

6 Class B and Class C license applicants only applying as a qualified organization, **provide parent or auxiliary information:**

6a Parent Name AUNDAL MOOSE LODGE		6b Auxiliary Name	
Address – Number and Street, Rural Rt., Apt. No. 1572 S COTTON HW		Address – Number and Street, Rural Rt., Apt. No.	
City Goodyear	State AZ	ZIP Code 85338	City State ZIP Code

7 Class B and Class C license applicants only applying as a qualified organization, **list the current officers or Board of Directors of the organization:**

7a Name John Fournier	7b Name Julie Hull
Title Administrator	Title Vice President
[Redacted]	
7c Name Fausto Quijada	7d Name Eric Brandt
Title President	Title Treasurer
Address – Number and Street, Rural Rt., Apt. No.	
[Redacted]	

8 Class B and Class C license applicants only: Bingo checking account information:

Checking Account Number	Bank Name	Bank Branch
[Redacted]	[Redacted]	[Redacted]

Continued on page 2 →

Applicant's Name (as shown on page 1)

Arondale Moose Lodge

APPLICATION FOR BINGO LICENSE

9 Class B and Class C license applicants only: Bingo interest-bearing account information:

Account Number

Bank Name

Bank Branch

10 Class B and Class C license applicants only: List all officers and/or supervisors authorized to sign checks from the accounts listed above. If applying as a qualified organization, all supervisors must be members of the applicant:

10a Name John Fournier	10b Name ERIC BRANDT
Title Administrator	Title TREASURER

11 List the name(s) of the one or two persons who will serve as managers. If applying as a qualified organization, these persons must be members of the applicant. Each person must submit an affidavit.

11a Name Jayson Mangum	11b Name Joe Halagan
Title President	Title Member

12 List the name of the one person designated as proceeds coordinator. If applying as a qualified organization, this person must be an officer or director and a member of the applicant. Each person must submit an affidavit.

Name Zelma Miller	Title Social Quarter Mgr
----------------------	-----------------------------

13 List the name(s) of the person(s) who will serve as supervisor. If applying as a qualified organization, each person must be a member of the applicant. Each person must submit an affidavit. If additional names are required, please attach affidavits.

13a Name Kristin Taylor	13b Name Lilia Grabowski
Title Member	Title Chaplain / Member

14 List the name(s) of the person(s) who will serve as assistants. If applying as a qualified organization, each person must be a member or new member of the applicant. Except for "Class A" licensees, each person must submit an affidavit.

14a Name Nicole Miller	14b Name Elizabeth Pfeiffer
14c Name Annmaria Plante	14d Name

15 Street address of the PHYSICAL location where live bingo will be played:

1572 S. Cotton Lane, Goodyear, AZ 85338

16 Games of Bingo must not exceed 5 days a week. Indicate the time on each respective day that live bingo will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
☐ a.m.	☒ a.m.	☐ a.m.	☐ a.m.	☒ a.m.	☐ a.m.	☐ a.m.
☐ p.m.	☒ p.m.	☐ p.m.	☐ p.m.	☒ p.m.	☐ p.m.	☒ p.m.

Continued on page 3 →

Aurondale Moose Lodge

17 Indicate the type of premises where bingo will be played. Check one box:

a ☒ Neither rent nor mortgage will be paid from bingo funds.b ☐ Rented or leased. Attach rental affidavit and copy of rental agreement.

Landlord's Name	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code

c ☐ Owned solely by the organization. Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:

Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code

d ☐ Owned jointly with other organization. Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:

1) Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code
2) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code
3) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.		
Telephone Number (with area code)	City	State	ZIP Code

18 List bingo licensees who are or will be conducting bingo in the same premises as you and those licensees located within 1,000 feet of your premises:

18a Name	18b Name
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

Continued on page 4 →

Avondal Moose Lodge

19 Expected bingo expenses:

a Mortgage: \$ 0 per month

Payable to	Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

b Rent: \$ 0 per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

c Janitorial Services: \$ 0 per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

d Accounting Services: \$ 0 per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

e Security Services: \$ 0 per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

f Bingo Supplies: \$ 100.00 per Month

Payable to	Address – Number and Street, Rural Rt., Apt. No.		
Telephone number (with area code)	City	State	ZIP Code

20 Who is your live bingo supplier? (For all bingo supplies). Do you foresee purchasing/renting machines as "technological aids for your live bingo games?"

Continued on page 5 →

Applicant's Name (as shown on page 1)

APPLICATION FOR BINGO LICENSE

I, JOHN FOURNIER, under penalty of perjury and upon oath, declare that I am duly authorized to sign and file this application. I hereby swear or confirm that I have read the foregoing application and know the contents thereof and that all information provided has been fully, accurately, and truthfully completed to the best of my knowledge.

John R. Fournier 4-20-22 ADMINISTRATOR
APPLICANT'S SIGNATURE DATE TITLE

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

☐ Approved ☐ Disapproved ☐ Class A License ☐ Class B License ☐ Class C License

Reviewer's Name (please print)	Date	License Number	Effective Date	Expiration Date

**Arizona Form
830****Affidavit****Bingo**

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name AVONDALE MOOSE #2078		License Number	
Position (check the appropriate boxes): ☒ Manager ☐ Supervisor ☐ Proceed Coordinator ☐ Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 	
Affiant's Name JOHN FOURNIER			
Home Phone No. (with area code) 		Work Phone No. (with area code) 623-932 4022	
		81 PM	88 RCVD

If licensee is a qualified organization, complete the following section:

Member? ☒ Yes ☐ No	Date Joined Organization 04-01-2005
Officers? ☒ Yes ☐ No	Officer Title ADMINISTRATOR
Do you have an affidavit on file for any other licensee? ☒ Yes ☐ No If "Yes", list license number(s):	

I, JOHN FOURNIER, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

John Fournier
Signature of Affiant

4-20-22
Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

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Licensee's Name
JOHN R. FOURNIER

Position (check the appropriate boxes):
☒ Manager ☐ Supervisor ☐ Proceed Coordinator ☐ Assistant

License Number

Affiant's Name
JOHN R. FOURNIER

Social Security Number

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

88

81 PM

80 RCVD

Work Phone No. (with area code)

623-932-4022

If licensee is a qualified organization, complete the following section:

Member?
☒ Yes ☐ No

Date Joined Organization
MMDDYYYY 03-31-2005

Officers?
☒ Yes ☐ No

Officer Title
ADMINISTRATOR

Do you have an affidavit on file for any other licensee?
☒ Yes ☐ No If "Yes", list license number(s): #14070001 CLUB STATE LIQUOR

ARIZONA LOTTERY LIC # 13255

GOODYEAR LIQUOR LIC # 14070001

I, JOHN R. FOURNIER, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

John R Fournier
Signature of Affiant

3-1-22
Date

Please mail to:

Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

(602) 716-7801

**Arizona Form
830****Affidavit****Bingo**

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name <u>Avondale Moose Lodge 2078</u>		License Number	
Position (check the appropriate boxes): ☒ Manager ☐ Supervisor ☐ Proceed Coordinator ☐ Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88	
Affiant's Name <u>Zelma Teresa Miller</u>			
Social Security Number [REDACTED]	Date of Birth <u>1</u>		
Home Phone No. (with area code) [REDACTED]		81 PM	80 RCVD
Work Phone No. (with area code) <u>623-932-4022</u>			

If licensee is a qualified organization, complete the following section:

Member? ☒ Yes ☐ No	Date Joined Organization
Officers? ☐ Yes ☐ No	Officer Title <u>Social Quarter Manager</u>
Do you have an affidavit on file for any other licensee? ☒ Yes ☒ No If "Yes", list license number(s): <u># 1407001 Club</u>	

AZ lottery Lic # 13255 stat hq.
Goodyear Kia Lic # 1407001

I, Zelma Miller, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Zelma Miller
Signature of Affiant

3-1-22
Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

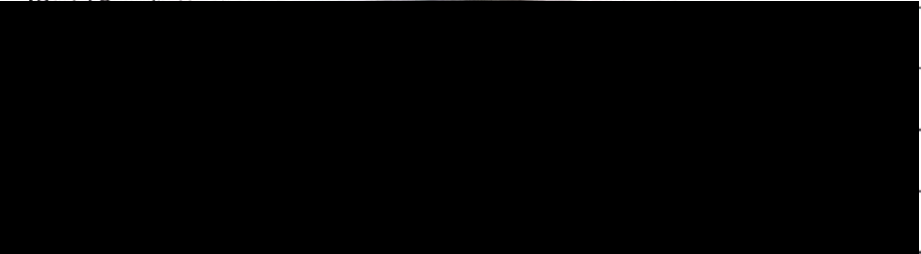
☎ (602) 716-7801

**Arizona Form
830**

Affidavit

Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name <u>Clondale Moose Lodge #2078</u>		License Number	
Position (check the appropriate boxes): ☐ Manager ☒ Supervisor ☐ Proceed Coordinator ☐ Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88	
Affiant's Name <u>Alicia Grabowski</u>			
		81 PM	80 RCVD

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☐ No	Date Joined Organization
Officers? ☐ Yes ☐ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☐ No If "Yes", list license number(s):	

I, Alicia Grabowski, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Alicia Grabowski
Signature of Affiant

11/11/22
Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

Arizona Form
830

Affidavit

Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name <u>Clondale Moose Lodge #2078</u>	License Number
Position (check the appropriate boxes): ☐ Manager ☐ Supervisor ☐ Proceed Coordinator ☒ Assistant	REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88
Affiant's Name <u>Elizabeth Pfeiffer</u>	
	81 PM 80 RCVD

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☐ No	Date Joined Organization
Officers? ☐ Yes ☐ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☐ No If "Yes", list license number(s):	

I, Elizabeth Pfeiffer, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Signature of Affiant

Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

**Arizona Form
830**

Affidavit

Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name <u>Wondale Moose Lodge #2078</u>	
Position (check the appropriate boxes): ☐ Manager ☐ Supervisor ☒ Proceed Coordinator ☐ Assistant	

License Number

Affiant's Name <u>JOSEPH M. HALLIGAN</u>

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

88	81 PM	80 RCVD
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If licensee is a qualified organization, complete the following section:

Member? ☒ Yes ☐ No	Date Joined Organization <u>09/30/2008</u>
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, [Signature], the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Signature of Affiant

Date

3-23-2022

Please mail to:
 Arizona Department of Revenue
 1600 W Monroe Street, Division Code 22
 Phoenix, AZ 85007

☎ (602) 716-7801

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name Quondale Hopse Lodge #2078
Constance Ulviner

Position (check the appropriate boxes):
☐ Manager ☐ Supervisor ☐ Proceed Coordinator ☒ Assistant

License Number

Affiant's Name
Constance Ulviner

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

88

81 PM 80 RCVD

If licensee is a qualified organization, complete the following section:

Member? ☒ Yes ☐ No	Date Joined Organization <u>MMDDYYYY 2011</u>
Officers? ☐ Yes ☒ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☒ No If "Yes", list license number(s):	

I, Constance Ulviner, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

[Signature]
Signature of Affiant

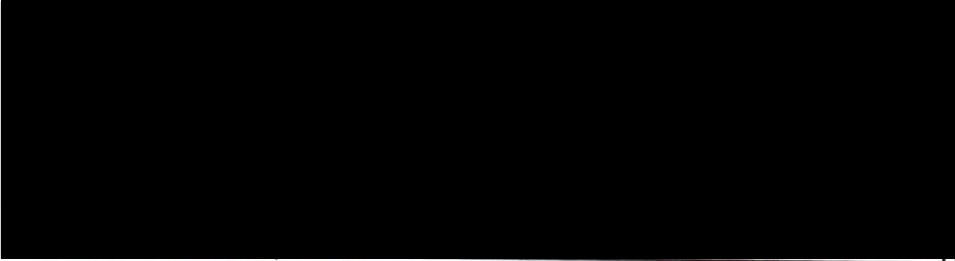
3.23-22
Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

(602) 716-7801

**Arizona Form
830****Affidavit****Bingo**

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name <u>Quendale Moose Lodge #2078</u>		License Number	
Position (check the appropriate boxes): ☐ Manager ☐ Supervisor ☒ Proceed Coordinator ☐ Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88	
Affiant's Name <u>Kristen Taylor</u>			
		81 PM	80 RCVD

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☐ No	Date Joined Organization
Officers? ☐ Yes ☐ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☐ No If "Yes", list license number(s):	

I, Kristen Taylor, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Signature of Affiant

Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

**Arizona Form
830****Affidavit****Bingo**

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name <u>Quondale Moose Lodge #2078</u>	License Number
Position (check the appropriate boxes): ☐ Manager ☐ Supervisor ☐ Proceed Coordinator ☒ Assistant	REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88
Affiant's Name <u>Cinnamaria Planty</u>	
	81 PM 80 RCVD

If licensee is a qualified organization, complete the following section:

Member? ☐ Yes ☐ No	Date Joined Organization
Officers? ☐ Yes ☐ No	Officer Title
Do you have an affidavit on file for any other licensee? ☐ Yes ☐ No If "Yes", list license number(s):	

I, Cinnamaria Planty, the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

C. Planty
Signature of Affiant

11/11/2022
Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

ITEM #: 3.
DATE: 06/12/2023
AI #:1528



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR
LICENSE FOR WAFFLETTTO COFFEE & WAFFLES**

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

Juanita Alicia Esparza, Agent

SUMMARY

The applicant is requesting a recommendation of approval for a new Series 12 (Restaurant) liquor license.

STRATEGIC PLAN ALIGNMENT



Sense of
Community

RECOMMENDATION

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 236460, a request by Juanita Alicia Esparza, agent for Waffletto Coffee & Waffles for a new Series 12 liquor License. Waffletto Coffee & Waffles is located at 406 N. Litchfield Rd. #208, Goodyear, AZ 85338 (generally located N of Van Buren and W of Litchfield Rd.). (Darcie McCracken, City Clerk)

FISCAL IMPACT

The applicant paid the \$635 application fee for the liquor license per the Goodyear Municipal User Fee Schedule. The business will also contribute to the tax base of the community.

BACKGROUND AND PREVIOUS ACTIONS

Ms. Esparza has applied for a new Series 12 liquor license for Waffletto Coffee & Waffles which is currently open for business.

The City Clerk's office received the application from the DLLC on May 15, 2023. A Public Notice was posted on the property on the same day, May 15, 2023, to comply with Arizona Revised Statutes §4-201(b). No Petitions or protests from qualified person were

received during the comment period.

The application was routed to the Police Department and the Development Services Department (Planning & Zoning, and Building Safety), and any comments from these departments are listed below:

Department/Division	Comments
Police	None
Planning & Zoning	None
Code Compliance	None
Building Safety	None

STAFF ANALYSIS

A Series 12 liquor license is for a restaurant and is non-transferable. This on-sale retail privileges liquor license allows the holder to sell all types of spirituous liquor solely for consumption on the premises of an establishment that derives at least forty percent (40%) of its gross revenue from the sale of food.

The DLLC requires liquor license owners, agents, and managers actively involved in the day-to-day operations of the business to complete a state-approved management training course prior to the issuance of a liquor license. The registered premise manager will complete the proper training and all employees will be educated in the Title 4 liquor law training. Restaurant workers will require proper identification from anyone ordering alcohol.

There are no licensed childcare facilities or K-12 schools within 300 feet of the location. The City Council's recommendation of "Approval", "Disapproval", or "No Recommendation" will be forwarded to the DLLC for consideration during their licensing review process.

Attachments

DLLC Local Governing Body Report
Liquor License Evaluation Map
Liquor License within One Mile Report



Local Governing Body Recommendation A.R.S. § 4-201(C)

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with **Black Ink**

City or Town of: _____ Liquor License/Application #: _____
(Circle one) (Arizona license/application #)

County of: _____ City/Town/County #: _____

Licensed establishment that will be operating within an "entertainment district" as described in A.R.S. § 4-207(D)(2),

(Name of entertainment district)

(Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

The _____ at a _____ meeting held
(Governing body) (Regular or special)
on the _____ of _____, _____ considered the application of _____
(Day) (Month) (Year) (Name of applicant)

for a license to sell spirituous liquor at the premises described in the application as provided by A.R.S. § 4-201.

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF _____
(Name of applicant)
to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended
for _____.
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

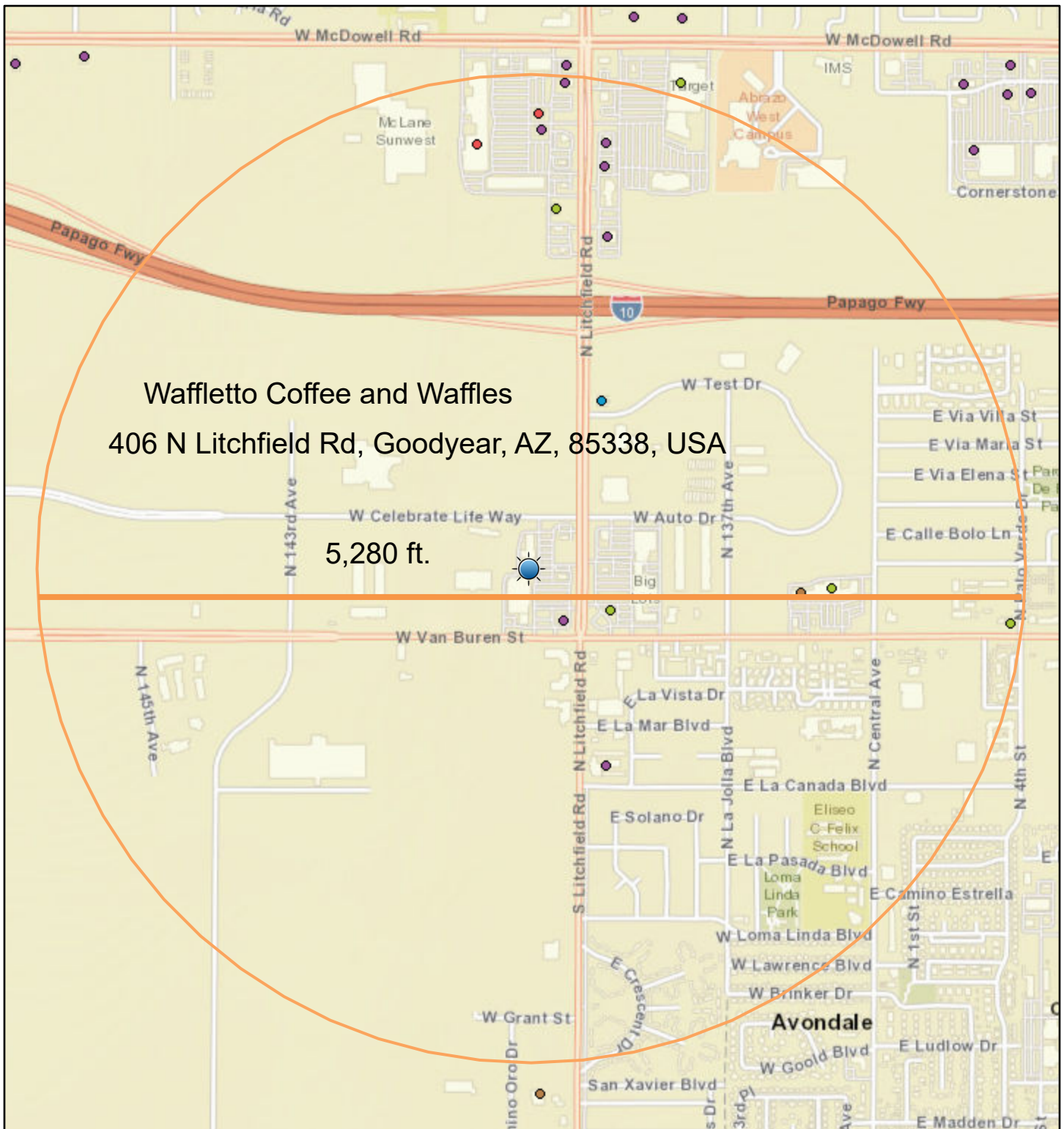
IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State
Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at _____ on _____, _____
(Location) (Day) (Month) (Year)

(Printed name of city, town or county clerk)

(Signature of city, town or county clerk)

Liquor License Evaluation - Waffleto Coffee & Waffles

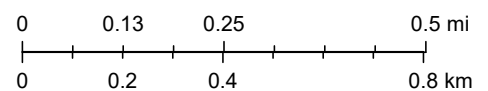


6/2/2023, 3:35:27 PM

1:18,056

October 2022 Liquor Licenses

- Bar
- Beer and Wine Bar
- Beer and Wine Store
- Liquor Store
- Liquor Store Sampling Beer and Wine Store
- Restaurant
- Unlicensed



PHX GIS, City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS, City of Goodyear

Clerk and Recorder
City of Goodyear

Liquor Licenses within One Mile – Waffleto Coffee & Waffles

Applicant Address: 406 N. Litchfield Rd., Goodyear, AZ 85338

Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
ANGRY CRAB SHACK RESTAURANT	310 N LITCHFIELD RD	636.36 ft	12
CIRCLE K STORE #9180	315 N LITCHFIELD RD	958.44 ft	10
RUDY'S COUNTRY STORE & BAR B QUE	845 N LITCHFIELD RD	1,984.12 ft	7
URBAN CORNER	55 N LITCHFIELD RD	2,227.37 ft	12
99 CENTS ONLY STORE #231	13540 W VAN BUREN ST	3,243.71 ft	10
CRACKER BARREL #277	1209 N LITCHFIELD RD	3,681.57 ft	12
CIRCLE K STORE #9177	1264 N LITCHFIELD RD	3,892.39 ft	10
RAUL & THERESA'S	1363 N LITCHFIELD RD	4,405.86 ft	12
TOTAL WINE & MORE #1008	1416 N LITCHFIELD RD	4,605.08 ft	9
TOTAL WINE & MORE #1008	1416 N LITCHFIELD RD	4,605.08 ft	09S
CHILI'S GRILL & BAR #608	1371 N LITCHFIELD RD	4,667.61 ft	12
MOD PIZZA	1380 N LITCHFIELD RD	4,726.65 ft	12
MACAYO'S	1474 N LITCHFIELD RD	4,907.13 ft	6
GOODYEAR FOOD STORE	13310 W VAN BUREN ST	5,181.91 ft	10
HAYASHI HIBACHI	1480 N LITCHFIELD RD	5,247.54 ft	12

Schools			
LATTIE COOR ELEMENTARY SCHOOL	1406 N CENTRAL AVE	3,179.84 ft	
AVONDALE MIDDLE SCHOOL	1406 N CENTRAL AVE	3,680.32 ft	
ELISEO C. FELIX SCHOOL	540 E LA PASADA BLVD	4,526.16 ft	
ST JOHN VIANNEY CATHOLIC SCHOOL	539 LA PASADA BLVD	4,736.99 ft	

Series Legend:

Alternating Proprietorship (20)
 Bar (6)
 Beer & Wine Bar (7)
 Beer & Wine Store (10)
 Beer & Wine Store (10) with Sampling Privileges
 Private Club (14)
 Conveyance (8)
 Craft Distiller (18)
 Custom Crush (21)
 Direct Shipment (17W)
 Government (5)
 Hotel (11)
 Producer: In State (1)
 Producer: Out of State (2)
 Producer: Limited out of State (2L)
 Producer: Out of State Winery (2W)
 Producer: Out of State Microbrewery (2M)
 Liquor Store (9)
 Liquor Store (9) with Sampling Privileges
 Microbrewery (3)
 Restaurant (12)
 Restaurant (12) with Growler Privileges
 Special Event Contractor (SEC)
 Wholesaler (4)
 Winery (13)
 Tasting Room (19)

ITEM #: 4.
DATE: 06/12/2023
AI #:1434



CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR INDIAN SCHOOL ROAD & PERRYVILLE ROAD INTERSECTION IMPROVEMENTS

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

SUMMARY

This Intergovernmental Agreement (IGA) identifies the responsibilities for Goodyear and Maricopa County for intersection improvements at the intersection of Indian School Road & Perryville Road, which includes the installation of a traffic signal.

STRATEGIC PLAN ALIGNMENT



Quality of Life

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2313 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR INDIAN SCHOOL ROAD AND PERRYVILLE ROAD INTERSECTION IMPROVEMENTS, PROVIDING AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE. (Hugh Bigalk, P.E., City Traffic Engineer)

FISCAL IMPACT

The total project budget for the design, Right of Way acquisition, and construction of intersection improvements, including a traffic signal at the intersection of Indian School Road & Perryville Road is estimated at \$1,343,600, with Goodyear responsible for 50% and Maricopa County responsible for 50%. This results in a city share of \$671,800 and a county share of \$671,800. The breakdown of the project costs are illustrated below in Table 1.

Table 1
Project Cost Responsibility

Item	City	County	Total
Design	\$30,000	\$30,000	\$60,000
Right of Way	\$19,800	\$19,800	\$39,600

Construction	\$622,000	\$622,000	\$1,244,000
Total Cost	\$671,800	\$671,800	\$1,343,600

This project is programmed in the city's Capital Improvement Plan (CIP) with design in FY2022-25, Right of Way acquisition in FY2023-25, and construction in FY2025-26.

At the start of construction, Goodyear will invoice Maricopa County for its share of the project costs. If the project costs should change from the amounts listed in Table 1, the costs or savings will be split evenly between Goodyear and Maricopa County.

BACKGROUND AND PREVIOUS ACTIONS

The intersection was originally proposed and approved in the FY2019 CIP as project C4200012 and was cancelled due to proposed developer and utility projects that conflicted with the project. It was reintroduced and approved in FY2022 CIP as project 42040.

STAFF ANALYSIS

Traffic volumes at the intersection of Indian School Road & Perryville Road have increased significantly which have caused the current all-way stop to meet traffic signal volume warrants. This project will install a traffic signal and also provide additional pavement for a northbound left turn lane on Perryville Road.

Perryville Road south of the intersection and Indian School Road west of the intersection are located in Maricopa County. Perryville Road north of the intersection and Indian School Road east of the intersection are located in Goodyear. The Intergovernmental Agreement, requires Maricopa County and Goodyear to share equally in the costs of the improvements, which is consistent with each jurisdiction controlling 50% of the intersection.

Attachments

Resolution
Exhibit A

RESOLUTION NO. 2023-2313

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR INDIAN SCHOOL ROAD AND PERRYVILLE ROAD INTERSECTION IMPROVEMENTS, PROVIDING AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE.

WHEREAS, Indian School Road and Perryville Road is an existing unsignalized intersection; and

WHEREAS, two approaches to the intersection are located within the City of Goodyear and two approaches to the intersection are located within the jurisdiction of Maricopa County; and

WHEREAS, the proposed Intergovernmental Agreement between Maricopa County and the City of Goodyear for the intersection improvements, including a traffic signal at the intersection of Indian School Road and Perryville Road, provides terms requiring the city to design, acquire right-of-way, and construct the intersection improvements and requiring Maricopa County to reimburse the City for fifty percent (50%) of the costs of the design and construction of the intersection improvements and the costs of the right-of-way acquired for such improvements; and

WHEREAS, the Mayor and Council of the City of Goodyear find the adoption of the proposed Intergovernmental Agreement between Maricopa County and the City of Goodyear for the intersection improvements, including a traffic signal at the intersection of Indian School Road and Perryville Road are in the best interests of the city and its residents.

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

SECTION 1. The Mayor and Council of the City of Goodyear hereby approve and authorize the City Manager to execute the Intergovernmental Agreement between Maricopa County and the City of Goodyear for Installation of Traffic Signal at Indian School Road and Perryville Road, in the form attached hereto as Exhibit A (the "IGA").

SECTION 3. The Mayor and Council of the City of Goodyear further directs and authorizes the City Engineer or his/her designee to take all actions necessary to carry out the terms of the IGA approved herein.

SECTION 2. Resolution 2023-2313 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2023.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY
AND THE CITY OF GOODYEAR
FOR INSTALLATION OF TRAFFIC SIGNAL AT
INDIAN SCHOOL ROAD AND PERRYVILLE ROAD
(TT0____)
(C-64-23-____-X-00)**

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**), and the City of Goodyear, a municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. A.R.S. Section 11-251 and Sections 28-6701 *et. seq.* authorizes the County to lay out, maintain, control and manage public roads within the County.
2. A.R.S. Section 11-951 *et. seq.* authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. Section 9-240 and Sections 9-276 *et. seq.* authorizes the City to lay out and establish, regulate, and improve streets within the City and to enter into this Agreement.

BACKGROUND

4. Indian School Road and Perryville Road is an existing unsignalized intersection with stop control in all directions (**Intersection**).
5. The west leg and south leg of the Intersection are owned and operated by the County. The east leg and north leg of the Intersection are owned and operated by the City.
6. Traffic signal warrant analysis indicated the Intersection meet signal warrants based on traffic volumes. The proposed project is to install a new traffic signal at the Intersection (**Project**).
7. The Project is anticipated to be designed in Fiscal Year 2023 and constructed in Fiscal Year 2024.
8. **Project Costs.** The anticipated Project costs are as follows:

8.1	Design:	\$60,000
8.2	Right-of-way Acquisition:	\$39,600
8.3	Construction:	<u>\$1,244,000</u>
8.4	Total Estimated Cost of the Project:	\$1,343,600

9. The Parties have agreed to financially participate in the Project to each fund fifty percent (50%) of the actual cost of the project.
10. The County will not financially participate in Project enhancements, including but not limited to landscaping, irrigation, street lighting, visual mitigation, decorative pavers, street furniture and any other items inconsistent with the County's Roadway Design Manual, unless otherwise specifically identified in this Agreement.

PURPOSE OF THE AGREEMENT

11. The purpose of this Agreement is to identify and define the responsibilities of the County and City for the Project as set forth herein, including but not limited to cost sharing, design, permitting, right-of-way acquisition, utility relocation, construction, and construction management.

TERMS OF THE AGREEMENT

12. This Agreement does not alter the ownership, operation, or maintenance responsibilities of the Parties for the Project roadways, unless otherwise specified in this Agreement.

13. **Responsibilities of the County:**

- 13.1 Except as provided in Paragraph 10 of this Agreement, the County shall be responsible for fifty percent (50%) of the total cost of the Project. The total cost of the Project is currently estimated at \$1,343,600, with the County's responsibility being limited to 50% of the actual costs of the Project. The County's share is currently estimated at \$671,800.
- 13.2 The County's cost share contribution shall include design fees, right-of-way acquisition costs, if any, and all construction costs, including utility relocation costs if needed but not including any costs arising from City-requested enhancements as described in Paragraph 10.
- 13.3 The County shall remit payment within thirty (30) days of the receipt of an invoice from the City.
- 13.4 The County shall issue no-cost permits to the City for any necessary Project related work performed within the County.
- 13.5 The County shall participate with the City in the substantial completion, final inspection, and acceptance of the Project.

14. **Responsibilities of the City:**

- 14.1 The City shall act as the lead agency with respect to design, right-of-way acquisition, and construction. The Parties understand and agree that references in this Agreement to right-of-way to be acquired means the acquisition of property in fee needed for the construction of the traffic signal improvements and/or the

acquisition of easement(s) allowing for the construction, operation, and maintenance of the traffic signal improvements.

- 14.2 The City shall design and construct the Project to City standards.
- 14.3 The City shall apply to the County for no-cost permits for any necessary Project related work performed within County jurisdiction.
- 14.4 The City shall be responsible for fifty percent (50%) of the total cost of the Project. The total cost of the Project is currently estimated at \$1,343,600, with the City's responsibility currently estimated at \$671,800.
- 14.5 The City shall also be solely financially responsible for the cost of all Project enhancements, as described in Paragraph 10, that have been requested by the City.
- 14.6 Upon the notice to proceed for construction, the City shall invoice the County for fifty percent (50%) of the County's estimated total cost share contribution for right-of-way acquisition, and construction, including utility relocation if required.
- 14.7 Upon completion of construction, the City shall invoice the County for the remaining balance of the County's total cost share contribution for right-of-way acquisition and construction, not to exceed 50% of the actual cost of the Project.
- 14.8 The City shall assume full responsibility for the operation and maintenance of the traffic signal installed as part of the Project.
- 14.9 The City shall assume all costs associated with the operation of the signalized intersections, including electrical power to the traffic signal and any associated luminaries.

GENERAL TERMS AND CONDITIONS

- 15. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify, defend and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the negligent performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been caused or contributed to by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

16. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and remain in full force and effect until all stipulations previously indicated have been satisfied, except that it may be amended upon written Agreement by all Parties. Any Party may terminate this Agreement upon furnishing the other Party with a written notice at least thirty (30) days prior to the City expending any funds for the acquisition of any right-of-way needed for this project and prior to the City entering a contract for any part of the construction of the Project.
17. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.
18. The Parties warrant that they follow A.R.S. Section 41-4401 and further acknowledge that:
 - 18.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A) and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
 - 18.2 Any breach of this warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - 18.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - 18.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
19. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

20. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 West Durango Street
Phoenix, Arizona 85009

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

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

21. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
22. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
23. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
24. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the City Council in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds. The terminating Party shall be responsible for costs attributable to such Party that are incurred prior to the termination.
25. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
26. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this

Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.

27. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
28. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
29. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
30. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
31. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
32. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
33. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
34. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
35. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
36. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF GOODYEAR

Recommended by:

Wynette Reed Date
City Manager

Approved and Accepted by:

Joe Pizzillo Date
Mayor

Attest by:

City Clerk Date

APPROVAL OF CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the City by its respective governing body under the laws of the State of Arizona.

City Attorney Date

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

DocuSigned by:
 5/11/2023
E47E235375F04C3...

Jesse Gutierrez Date
Transportation Director

Approved and Accepted by:

Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the County by the Board of Supervisors under the laws of the State of Arizona.

DocuSigned by:
 5/11/2023
B2E3DD10DD524B1...

Deputy County Attorney Date

ITEM #: 5.
DATE: 06/12/2023
AI #:1543



CITY COUNCIL ACTION REPORT

SUBJECT: DEDICATION OF RIGHT OF WAY REQUIRED FOR THE BULLARD AVENUE WIDENING AT SOUTHBOUND VAN BUREN PROJECT

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

OTHER PRESENTER(S):

Allan Smolko, Project Manager

SUMMARY

Approval of acceptance of right-of-way required for improvements to the Bullard Avenue Widening @ Southbound Van Buren project will allow right of way clearance for the project.

STRATEGIC PLAN ALIGNMENT



Quality of Life

RECOMMENDATION

Authorize the acceptance and execution of Special Warranty Deed from Squaw Peak Goodyear LLC, an Arizona limited liability company conveying right-of-way to the City. (Kimberly Romero, Real Estate Coordinator)

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on the dedication provided for herein, the conveyance is required per the zoning stipulations.

BACKGROUND AND PREVIOUS ACTIONS

On February 11, 2019, the City Council adopted Ordinance 2019-1422, re-zoning approximately 95 acres of land located at the southwest corner of Bullard Avenue and Van Buren Street, from the AU (Agricultural Urban) zoning district to the I-1 (Light Industrial Park), C-2 (General Commercial), and MF-24 (Multi-Family) zoning districts with a PAD overlay, amending the zoning map of the City of Goodyear; providing for an effective date; and providing for penalties. The property is known as Goodyear Airport Commons. Pursuant to Section 3 Stipulations item number 15 of Ordinance 2019-1422, the Owner of the portions of

the Goodyear Airport Commons Property along the frontage of Bullard Avenue is required to dedicate to the city, in fee, an additional 32-foot of right-of-way along such frontage prior to the issuance of the first civil construction permit within such portion of the Property or when requested by the City Engineer, whichever is earlier”.

Most of the Goodyear Airport Commons Property adjacent to the frontage of Bullard Avenue has been developed and the owner(s) of such property have dedicated the required right-of-way and have improved the sections of Bullard Avenue adjacent to their property. However, there is a section of the Goodyear Airport Commons Property with frontage along Bullard Avenue that has not been developed. The city is undertaking the Bullard Avenue Widening Project to complete the improvements to Bullard Avenue along the undeveloped section of the Goodyear Airport Commons Property and requires the additional right-of-way needed to complete such improvements.

STAFF ANALYSIS

The owner has agreed to convey the right-of-way to the city, in the forms attached hereto. The council is required to accept the conveyance of street right-of-way. Normally staff would not seek acceptance until fully executed documents have been received. However, so as not to delay the Bullard Avenue Widening project, staff is asking Council to authorize the acceptance of the right-of-way from Squaw Peak Goodyear LLC following the city's receipt of executed special warranty deeds.

Attachments

Special Warranty Deed from Squaw Peak Goodyear LLC

When recorded return to:

City of Goodyear
City Clerk / KGR
1900 N. Civic Square
Goodyear, Arizona 85395

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

GRANTOR:

**Squaw Peak Goodyear LLC, an Arizona
limited liability company**

GRANTEE:

**CITY OF GOODYEAR, an Arizona
municipal corporation**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Squaw Peak Goodyear LLC, an Arizona limited liability company** ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona municipal corporation**, ("Grantee"), its successors and assigns, the following real property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT ONLY TO current taxes and assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein and no other.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2023.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
SQUAW PEAK GOODYEAR, LLC
an Arizona limited liability company

BY: _____
Thomas Palmer

ITS: Manager

State of _____)
)ss.
County of _____)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this ____ day of _____, 2023 by Thomas Palmer, the Manager of SQUAW PEAK GOODYEAR, LLC, on behalf of said entity.

Notary Public

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona municipal corporation, the ____ day of _____, 2023.

By: _____
Joe Pizzillo

Title: Mayor_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this _____ day of _____, 2023 by Joe Pizzillo, as Mayor of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION
RIGHT-OF-WAY
APN 500-10-688B

A portion of Lot 2, Minor Land Division for Goodyear Airport Commons, as recorded in book 1450, page 8, records of Maricopa County, located in the Northeast quarter of Section 8, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows;

Commencing at the Northeast corner of said Section 8, a found brass cap in handhole at the intersection of Van Buren Street and Bullard Avenue, from which a found brass cap flush being the North quarter corner of said Section 8 bears North 89 degrees 26 minutes 22 seconds West (basis of bearing), a distance 2604.89 feet;

Thence South 00 degrees 49 minutes 45 seconds West, along the East line of said Section 8, a distance of 148.68 feet;

Thence departing said East line, North 89 degrees 10 minutes 15 seconds West, a distance of 73.00 feet to a point on the West right of way line of said Bullard Avenue and the **POINT OF BEGINNING**;

Thence along said West right of way line the following three (3) courses;

South 00 degrees 49 minutes 45 seconds West, a distance of 39.53 feet;

South 89 degrees 10 minutes 15 seconds East, a distance of 40.00 feet;

South 00 degrees 49 minutes 45 seconds West, a distance of 516.31 feet, to the Southeast corner of said Lot 2;

Thence South 89 degrees 42 minutes 23 seconds West, along the South line of said Lot 2, a distance of 32.01 feet;

Thence departing said South line, North 00 degrees 49 minutes 45 seconds East, a distance of 410.03 feet;

Thence North 14 degrees 34 minutes 26 seconds West, a distance of 54.59 feet;

Thence North 00 degrees 49 minutes 45 seconds East, a distance of 52.45 feet;

Thence North 09 degrees 45 minutes 35 seconds East, a distance of 41.87 feet to the **POINT OF BEGINNING.**

Containing 17,823.17 square feet, 0.4092 acres, as shown on the attached exhibit which by this reference is made a part hereof.



EXHIBIT "A"

(BASIS OF BEARING)

N89° 26' 22"W 2604.89'

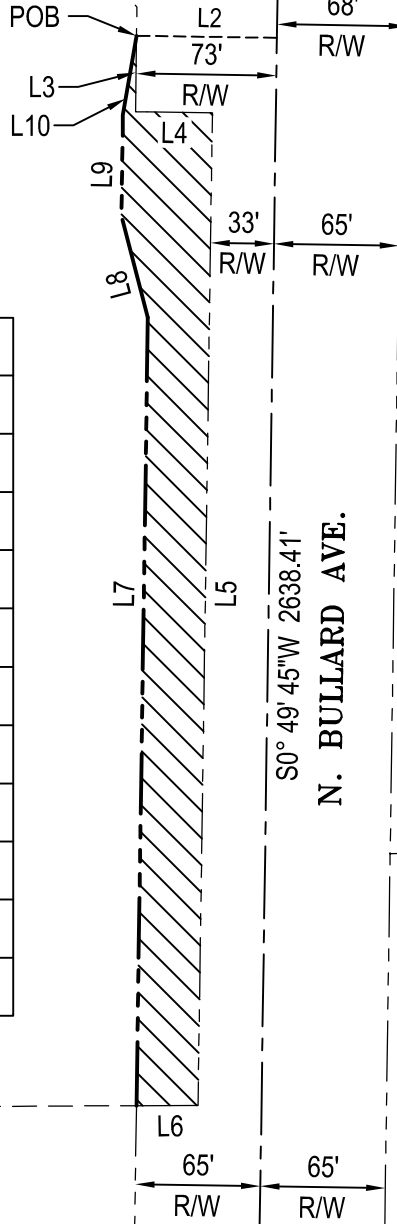
W. VAN BUREN ST.

NE COR SEC 8, T.1N, R.1W
FOUND BRASS CAP IN HANDHOLE
POINT OF COMMENCEMENT

N 1/4 COR SEC 8, T.1N, R.1W
FOUND BRASS CAP FLUSH

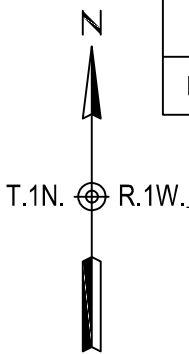
APN 500-10-688B
SQUAW PEAK GOODYEAR LLC
LOT 2, BK. 1450, PG. 8, MCR

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00° 49' 45"W	148.68'
L2	N89° 10' 15"W	73.00'
L3	S00° 49' 45"W	39.53'
L4	S89° 10' 15"E	40.00'
L5	S00° 49' 45"W	516.31'
L6	S89° 42' 23"W	32.01'
L7	N00° 49' 45"E	410.03'
L8	N14° 34' 26"W	54.59'
L9	N00° 49' 45"E	52.45'
L10	N09° 45' 35"E	41.87'



APN 500-10-857
PEAK REALTY INVESTMENT 2 LLC

APN 500-10-858
PEAK REALTY INVESTMENT 2 LLC

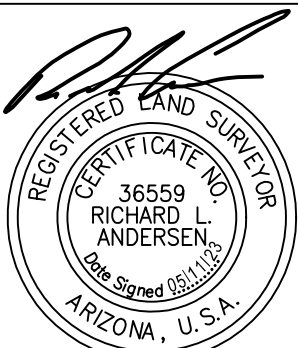


SCALE: NTS

LEGEND

- EXISTING MONUMENT LINE
- EXISTING PROPERTY LINE
- EXISTING R/W LINE
- NEW R/W LINE
- NEW R/W
- FOUND BRASS CAP IN HANDHOLE
- FOUND BRASS CAP FLUSH

E 1/4 COR SEC 8,
T.1N, R.1W
CALCULATED



TRACE
CONSULTING

TC# 221102, DATE: 05/11/2023

ITEM #: 6.
DATE: 06/12/2023
AI #:1539



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE AMENDMENT 12 TO THE INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF GOODYEAR AND THE REGIONAL PUBLIC TRANSIT AUTHORITY FOR THE CONTINUED PROVISION OF ACCESSIBLE TRANSIT SERVICES

STAFF PRESENTER(S): Christine McMurdy, Project Management Coordinator

SUMMARY

The twelfth amendment to the IGA will renew Valley Metro's obligation to provide express bus trips at the Goodyear Park and Ride, fixed route bus service on Route 3 and Route 17, and Paratransit/Americans with Disabilities Act (ADA) services via Dial a Ride and the RideChoice program. Small Urbanized Area federal transit funding will offset \$288,344 of the city's cost to provide FY2023 Dial a Ride and RideChoice services, requiring a city share of \$271,859.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Sense of
Community

RECOMMENDATION

Authorize the City Manager to approve Transit Services Amendment 12 between the City of Goodyear and the Regional Public Transit Authority (RPTA) for the continued provision of transit services in Goodyear and related FY2024 budget transfer. (Christine McMurdy, Project Management Coordinator)

FISCAL IMPACT

The FY2024 total cost of the city's share of services under this agreement is \$271,859 which is composed of \$69,466 for Regional Paratransit and \$202,393 for RideChoice services.

The FY2024 estimated city share of the cost of federally mandated regional Paratransit service (Dial a Ride) is \$69,466 after fare revenue, federal operating funds, and \$16,485 in Public Transportation Funds (Prop 400) is deducted.

The FY2024 city share of the cost to provide RideChoice service is \$202,393 after fare

revenue and federal operating assistance funding is deducted.

Staff is requesting a budget transfer of \$271,859 from the Arizona Lottery Fund (ALF) to cover the cost for FY2024 transit services.

BACKGROUND AND PREVIOUS ACTIONS

Schedule A of the Amendment refers to regionally funded Fixed Route Bus Service, which includes the Route 562 Express bus operating out of the Goodyear Park and Ride Monday through Friday, and Route 17 (McDowell Road) and Route 3 (Van Buren), which operate Monday through Saturday. RPTA Funds (Prop 400) pay for these services.

Schedule C refers to federally mandated ADA Paratransit (Dial a Ride) service, which is required to be provided within $\frac{3}{4}$ miles of Route 17, and Route 3. Schedule C of the Amendment shows that after the city's allocation of Proposition 400 Paratransit funds (identified in Schedule E), and federal operating assistance are applied, the city's cost for Paratransit service in FY2024 is \$69,466.

Schedule D refers to the RideChoice program, which offers ADA certified residents of Goodyear a trip to work, school or medical appointments for \$3 for up to 8 miles, with any additional miles costing \$2 per mile or a mileage-based option that allows customers up to 400 miles per month, for trips of up to 50 miles in length, for \$3 per trip. The cost of service for FY2024 is \$202,393. The City pays for RideChoice services using advertising revenue from the digital marquee at the Park and Ride.

Schedule E refers to the City's allocation of Public Transportation Funds (PTF) available for offsetting the cost for ADA trips in Goodyear. The maximum amount available, \$16,485 is applied to the City's Dial a Ride expenses, noted in Schedule C.

STAFF ANALYSIS

The addition of WeRIDE Microtransit service in central Goodyear is expected to offset some Dial a Ride and RideChoice services. Regional accessible services offered by Valley Metro pick up customers at their door and deliver them to the front door of their destination, while WeRIDE functions via a virtual stop arrangement, requiring customers to walk a short distance for their pickup/drop-off. Accordingly, as long as regional fixed-route buses travel to Goodyear, it will be necessary to offer at least Dial a Ride to comply with the ADA. RideChoice will also be necessary for areas of Goodyear that are not served by a Microtransit zone and/or the customer requires and is certified for door to door transportation.

Paratransit and fixed route service costs for both East and West Valley have increased to address contractor high vacancy rates caused by severe labor shortages. The Valley Metro Board of Directors approved contract changes in the form of offering higher salaries to vehicle operators and mechanics to address this issue. Transit operators are required to maintain a Commercial Driver's License (CDL), which can dissuade potential operators from seeking these jobs when many other occupations do not require this level of certification.

Higher costs for Dial a Ride and RideChoice services, plus the addition of Microtransit are depleting the two funds (Park and Ride and Arizona Lottery Funds) the City has relied on to cover the cost of transit services in Goodyear. This is also the last year that the City can rely on operating support from the Federal Transit Administration because the Avondale/Goodyear Urbanized Area (UZA) was absorbed into the larger Phoenix West-Goodyear-Avondale Urban

Area as a result of the 2020 Census, making federally supported transit operations ineligible. Staff is working with the Budget Division to forecast transit funding for the longer term.

Attachments

RPTA IGA Amendment 12 FY2024

TRANSIT SERVICES AMENDMENT
BETWEEN THE CITY OF GOODYEAR (“Member”)
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
Contract # 136-75-2024-11-00

THIS AMENDMENT dated this 1st day of July, 2023, amends the following items of the Transit Services Agreement Contract #136-75-2023 entered into between the City of Goodyear and the Regional Public Transportation Authority July 1, 2015, as amended October 26, 2015, July 1, 2016, July 1, 2017, July 1, 2018, March 25, 2019, July 1, 2019, September 23, 2019, July 1, 2020, July 21, 2021, and July 1, 2022 (collectively the Transit Service Agreement dated July 1, 2015 and each amendment thereto is referred to as the (“Agreement”))

The following Schedules replace those Schedules referred to in Section 31 of the tenth Amendment to the Agreement entered into July 1, 2022.

The attached Schedule A replaces Schedule A entered into July 1, 2022.

The attached Schedule B replaces Schedule B entered into July 1, 2022.

The attached Schedule C replaces Schedule C entered into July 1, 2022.

The attached Schedule D replaces Schedule D entered into July 1, 2022.

The attached Schedule E replaces Schedule E entered into July 1, 2022.

All other terms of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____
Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Michael Wawro, Interim General Counsel

CITY OF GOODYEAR

By: _____
Wynette Reed, City Manager

Attest: _____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

By: _____
Roric Massey, City Attorney

SCHEDULE "A" REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

I. Regionally Funded Fixed Route Bus Service **\$288,021** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Goodyear. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

FY24 Fixed Route Bus Estimate

RPTA Operated Service

PTF Funded

Funding	PTF
HASTUS	Good

Level	Route	Annual Miles	Gross Cost	Fares	PM	Oper Assist	Net Cost
W	562	7,020	\$92,180	(\$3,561)	(\$3,186)	(\$42,717)	\$42,717
Grand Total		7,020	\$92,180	(\$3,561)	(\$3,186)	(\$42,717)	\$42,717

FY24 Fixed Route Bus Estimate

Phoenix Operated in the City of Goodyear

PTF Funded

Funding	PTF
HASTUS	Good

Level	Route	Annual Miles	Gross Cost	Fares	Oper Assist	Net Cost
S	3*	172	\$1,644	\$0	(\$822)	\$822
W	3*	1,645	15,758	(264)	(7,747)	7,747
S	17*	4,472	42,835	(745)	(21,045)	21,045
W	17*	45,926	439,892	(8,513)	(215,690)	215,690
Grand Total		52,215	\$500,130	(\$9,522)	(\$245,304)	\$245,304

* Service operated by Phoenix; mileage, costs, fares, federal revenues are all Phoenix data/funds

ROUTE DESCRIPTION

Express 562 – Goodyear Express AM/Inbound

From the Goodyear Park-and-Ride to 17th Avenue/Jefferson Street (Weekday only):

Exit Goodyear Park-and-Ride; East on Cornerstone Boulevard; South on Dysart Road; East on Papago/I-10 Freeway; Exit at 5th/3rd Avenue exit; South on 5th Avenue; East on Van Buren Street; South on 1st Avenue; West on Washington Street; South on 17th Avenue to Jefferson Street.

Express 562 – Goodyear Express PM/Outbound

From Jefferson Street/18th Avenue to the Goodyear Park-and-Ride (Weekday only):

East on Jefferson Street; North on Central Avenue; West on Roosevelt Street; North on 3rd Avenue; West on Papago/I-10 Freeway; exit Dysart Road; North on Dysart Road; West on Cornerstone Boulevard; South into the Goodyear Park and Ride to bus stop.

SCHEDULE “B” – CITY FUNDED FIXED ROUTE BUS SERVICE COST ESTIMATE

For the period July 1, 2023 to October 23, 2024, the City of Goodyear will pay the Regional Public Transportation Authority **\$0.00** for bus service on the Zoom Circulator in Goodyear. The final billing will occur in conjunction with the annual reconciliation process. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY24 Fixed Route Bus Estimate

RPTA Operated Service Funded by the City of Goodyear
Goodyear Funded

There is no Zoom Service in Goodyear assumed for FY24

SCHEDULE C – PARATRANSIT SERVICE FINANCIAL INFORMATION AND SERVICES COST ESTIMATE

For the period from July 1, 2023 through June 30, 2024, the City of Goodyear will pay Valley Metro a total of **\$69,466.00** for the provision of regional paratransit services. Payments will be made monthly based on reconciliation of trips provided; grant monies and Proposition 400 monies applied and shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA. The final billing will occur in conjunction with the annual reconciliation process. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY24 Paratransit Service Funded by City of Goodyear

	<u>Paratransit</u>
Trips	
Paratransit Trips	1,456
<u>Total</u>	<u>1,456</u>
 Cost:	
Contractor Transportation Cost	\$170,841
RPTA Salaries, Fringes & OHD	\$6,651
<u>Total Gross Program Cost</u>	<u>\$177,492</u>
 Total Fare Revenue	(\$5,591)
Federal Operating Assistance	(\$85,951)
<u>Total Net Program Cost Before PTF</u>	<u>\$85,951</u>
 PTF Balance Available	\$16,485
PTF Applied	\$16,485
 Member City Contributions:	
Paratransit Service	\$69,466
<u>Total Member City Contribution</u>	<u>\$69,466</u>

Must be ADA certified, and ADA eligible visitors

SCHEDULE “D” – RIDE CHOICE

The City of Goodyear agrees to participate and financially support the RideChoice Transportation Services program for Fiscal Year 2023-24. The City of Goodyear shall fund this project in the amount of **\$202,393** for the period July 1, 2023 to June 30, 2024. The final billing will occur in conjunction with the annual reconciliation process. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY24 RideChoice Service Funded by City of Goodyear

	<u>RideChoice</u>
Trips:	
Ride Choice Trips	7,480
Total Trips	7,480
Cost:	
Contractor Transportation Cost	\$400,554
RPTA Salaries, Fringes & OHD	\$27,344
Total Gross Program Cost	\$427,898
Total Fare Revenue	(\$23,113)
Federal Operating Assistance	(\$202,393)
Total Net Program Cost before PTF	\$202,393
PTF Balance Available	\$0
PTF Applied	\$0
Member City Contributions:	
RideChoice Costs	\$202,393

Must be eligible residents of Incorporated Goodyear, and ADA certified

**SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ACT)
PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period July 1, 2023 to June 30, 2024 the maximum amount of Public Transportation Funds (PTF) available for the City of Goodyear is **\$16,485**. The PTF will pay actual costs for ADA trips and other trips taken by ADA certified individuals using non-ADA service or the RideChoice program up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses and certified by the City’s chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **\$16,485**

ITEM #: 7.
DATE: 06/12/2023
AI #:1521



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE EXPENDITURE UP TO \$1,000,000 FOR THE MID-TERM UPDATE OF THE INTEGRATED WATER MASTER PLAN (PROJECT 60079)

STAFF PRESENTER(S): Ray Diaz, Water Resources and Sustainability Manager

SUMMARY

Request Council approval of the expenditure of FY2023 funds for the Integrated Water Master Plan (IWMP) Mid-Term Update (Project 60079). This is a two-part project in which the City will update its 2016 Integrated Water Master Plan (IWMP) and also begin the process of renewing its Designation of Assured Water Supply (DAWS).

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management



Economic
Vitality

RECOMMENDATION

Approve expenditure of funds up to \$1,000,000 for the mid-term update of the Integrated Water Master Plan to include the submission/renewal of a Designation of Assured Water Supply (DAWS) application. (Ray Diaz, Water Resources and Sustainability Manager)

FISCAL IMPACT

The IWMP mid-term update (Project 60079) has an approved project budget of \$1,000,000 funded through water and wastewater operating funds. \$162,640 has been expended and/or encumbered for completion of initial tasks for the project. The remaining available budget of \$837,360 will be used for the completion of the project tasks and the submission of the DAWS application.

BACKGROUND AND PREVIOUS ACTIONS

Per City of Goodyear Resolution 08-1255, all expenditures of budgeted funds in excess of \$500,000 must obtain Council approval. The city has developed and approved a Capital Improvement Program for FY2022 through FY2026. The mid-term update of the IWMP was planned to occur in FY2023 per this plan.

Master planning for municipal water and wastewater services is a very dynamic process that needs to account for factors such as population; economic development and growth; redevelopment; water supply availability; drought management; changes in water and wastewater treatment technologies; engineering; and new water quality regulations.

The purpose of this Integrated Water Master Plan is to provide the city of Goodyear with a comprehensive plan that will analyze current and future challenges and provide recommendations to adequately address them. This will allow the city of Goodyear to continue providing the highest level of services to its citizens, support growth, and meet all regulatory requirements. The previous IWMP was completed in 2016.

Additionally, as part of this project, the City will apply to Arizona Department of Water Resources (ADWR) for renewal of its Designation of Assured Water Supply (DAWS). A DAWS is necessary to demonstrate that the City has sufficient water supplies to meet the demands of current and projected developments for 100 years. Our current DAWS was approved by ADWR in 2016 and should be renewed every twelve years. This process could take up to two years to complete as many other cities will also be submitting applications to renew their DAWS.

STAFF ANALYSIS

The most current IWMP was completed in 2016. The City and its water and wastewater needs have changed significantly since this time. The update to the IWMP will look at the new growth that has occurred along with projected growth within the Rainbow Valley (RV) area which has not previously been explored in much depth. Water will be quantified within RV, and several strategies will be explored to identify water supplies, groundwater replenishment obligations, and effluent.

The City will also submit a renewal application to ADWR to seek approval of a new DAWS. The City has a current DAWS that is not due for renewal until 2028. However, most AMWUA cities will be renewing their DAWS beginning the end of 2023. As a result, the city of Goodyear will also submit for renewal to ensure we can maximize available water supplies. Delays could mean less groundwater available to the City impacting our overall water portfolio.

ITEM #: 8.
DATE: 06/12/2023
AI #:1549



CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION 2023-2324 AMENDING “POLICY 600 ATTENDANCE AND LEAVE”, AS AN AMENDMENT TO THE “CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL”

STAFF PRESENTER(S): Vicki Lackey, Human Resources Deputy Director

SUMMARY

This request is to apply revisions to Policy 600 within the city of Goodyear Policy and Administrative Guidelines Manual. Details of the recommended policy changes are listed under Background and Previous Actions.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2324 AMENDING “POLICY 600 ATTENDANCE AND LEAVE,” AS AN AMENDMENT TO THE “CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL.” (Vicki Lackey, Human Resources Deputy Director)

FISCAL IMPACT

Any fiscal impact associated with these policy amendments has been included in the FY2024 adopted budget.

BACKGROUND AND PREVIOUS ACTIONS

Human Resources continually reviews and revises policy and guidelines to reflect the most recent labor law changes, implement best practices, and to enhance wording or provide clarity to our manual. On May 8, 2023, Council approved the FY2024 Budget. As part of the budget, vacation accrual rates based upon years of credited service with Arizona government retirement systems was approved. Changes were made to the policy to reflect this change. In addition, Battalion Chiefs and Lieutenants participated in the meet and discuss process. Changes based upon these discussions were added as well.

STAFF ANALYSIS

The following are a list of the policies and the changes incorporated:

Policy 600 – Attendance and Leave

- Add clarifying language where relevant.
- Language clean up replacing “termination” with “separation” where relevant.
- Adjust accrual rates based upon years of credited service with eligible Arizona government retirement systems (i.e., ASRS, PSPRS, city of Phoenix, city of Tucson)
- Change vacation cash-out parameters for Battalion Chiefs based upon meet and discuss.
- Add option for Battalion Chiefs to cash out sick leave conversion or deposit in deferred compensation plan based upon meet and discuss.

Attachments

Resolution 23-2324

Policy 600 - Redlines

Policy 600 - Final Clean

RESOLUTION NO. 2023-2324

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING "POLICY 600 ATTENDANCE AND LEAVE," AS AN AMENDMENT TO THE "CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL."

WHEREAS, the Mayor and Council of the city of Goodyear, Maricopa County, Arizona are authorized to provide for the manner in which personnel policies, rules, regulations and procedures applicable to city of Goodyear employees are to be adopted.

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

SECTION 1. STATEMENT OF AUTHORITY

Section 3-3-3 of chapter 3 of the Goodyear City Code authorizes the Mayor and City Council to adopt by ordinance written policies, rules, regulations and procedures to give effect to the Article.

SECTION 2. "POLICY 600 ATTENDANCE AND LEAVE" AS AN AMENDMENT TO THE "CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL."

The "Policy 600 Attendance and Leave," are amended as reflected in Exhibit A (Final Version).

SECTION 3. CORRECTIONS

The City Clerk and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Resolution, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

SECTION 4. SEVERABILITY

If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions of the ordinance or parts thereof.

SECTION 5. EFFECTIVE DATE

This Resolution shall become effective as prescribed by law.

Resolution 2023-2324 shall be effective June 25, 2023.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2023.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

POLICY STATEMENT

Subject: Attendance and Leave

Origination Date: 04/01/2001

Revision Date: 06/25/2023

Policy Number: 600

Deleted: 05/23/2022

Purpose

The purpose of this policy is to establish standard hours of work, holidays, vacation leave, and sick leave. In addition, this policy will establish the conditions under which city employees may be granted time off from work.

Deleted: C

Policy

A. Hours of Work/Attendance

Department directors are responsible for establishing a schedule of regular working hours for their respective departments to ensure optimum service delivery to the citizens of Goodyear. Employees are responsible for being at their work site during their scheduled work hours.

B. Holidays

The following days shall be considered holidays for City employees:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday after Thanksgiving Day
11. Christmas Day
12. Floating Holiday*

*One (1) floating holiday is available to all regular full-time and part-time (half benefit) status employees each calendar year as defined in Guideline 620.

Deleted: Floating holidays are granted on January 1st of each calendar year. If you are not employed as of January 1st, a floating holiday will not be granted for the calendar year. Floating holidays must be scheduled with, and approved, by your supervisor at least three (3) days in advance of the requested date. Floating holidays may not be carried forward to be used in the following year.

C. Vacation Leave

Vacation is provided to employees to ensure the mental and physical health and well-being of both the employee and the organization.

For employees entitled to vacation leave, accruals will accrue on a per pay period basis and will be available to use at the start of the following pay period. No employee shall take vacation leave in excess of the amount accrued. Full-time employees accrue vacation leave based upon years of credited service with

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eligible Arizona government retirement systems (i.e., ASRS, PSPRS, city of Phoenix, city of Tucson):

Job Classification	Years of Service	Vacation Hours Earned per Pay Period	
		40-hour Employees	56-hour Non-MOU Employees
Full-time Regular and Trial Employees	21+ years	7.3643	10.81
	15 – 20 years	7.0571	10.38
	10 – 14 years	6.1571	9.12
	5 – 9 years	5.3	7.92
	0 – 4 years	4.3929	6.65

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Regardless of years of services, the maximum accrual of vacation hours at the end of the calendar year is 320 hours for forty (40) hour work week employees and 456 hours for fifty-six (56) hour work week employees. If vacation balance exceeds 456 at the end of the calendar year for 56-hour employee, up to 48 hours of the overage will be automatically cashed out. Any hours over 504 will be automatically donated to the Labor Relations Bank.

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1. Vacation Accrual for Part-Time and Temporary

Regular part-time employees shall receive a prorated accrual of vacation leave benefits at ½ the accrual rate of full-time employees. Temporary employees typically shall not accrue vacation leave. However, temporary employees working a 40 hour a week schedule for a planned duration of six (6) months or more will receive vacation leave.

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2. Maximum Accrual

Hours over the maximum accrual will be lost at the end of each calendar year, unless the City Manager provides written authorization for an employee to exceed their maximum accrual.

3. Vacation Cash-In

Employees shall be allowed to cash in up to forty (40) hours [fifty-six (56) hours for sworn shift Fire], based on availability of budgeted funds, of accrued vacation leave, one time a year as determined by the City, as long as they maintain a vacation balance of eighty (80) hours [seventy-two (72) hours for sworn shift non-MOU Fire] after the vacation leave is paid out and have taken at least forty (40) hours [forty-eight (48) hours for sworn shift non-MOU Fire] of vacation leave prior to the cash in date. Payment of vacation cash-in is considered supplemental wages and is subject to I.R.S. guidelines requiring a mandatory lump sum tax withholding in addition to all other applicable taxes.

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4. Change of Employee Status

When an employee is promoted, demoted or transferred, they shall not lose accrued vacation leave. However, depending on the employee's job classification, the rate at which they accrue vacation leave may change.

5. Disciplinary Action

Under circumstances of financial hardship, the City Manager or Deputy City Manager may approve requests for use of accrued vacation or compensatory time in lieu of suspension. Request must be submitted to the department director and Human Resources.

D. Sick Leave

Sick leave is provided as benefit for all employees unable to report to work because of personal illness (to prevent infection of co-workers), or whose family member becomes ill and the employee must care for the family member. Upon approval from the department director or designee, sick leave may be used to extend funeral leave (Administrative Guideline #660). It is not to be used for purposes other than those contained herein.

Sick time accruals will accrue on a per pay period basis and will be available to use at the start of the following pay period. Full-time employees (including full-time temporary employees) accrue sick leave on the following basis.

	Accrual per Pay Period	Maximum Accrual of Hours
Full-time Regular and Trial Employees	3.70 hours	Unlimited
56-hour Work Week Employees	5.18 hours	Unlimited

Part-time employees receive sick leave at half (½) the rate of the full-time employees.

Temporary employees who are not working full-time accrue sick leave on the following basis:

	Accrual per Pay Period per Hours Worked	Maximum Accrual of Hours	Maximum Annual Usage
Part-time Employees	0.34	Unlimited	40 hours

The maximum carryover of sick hours for part-time employees is 80 hours at the end of each calendar year.

Sick Leave Payout upon Separation

A full-time regular employee vested in the Arizona State Retirement System (ASRS) with a minimum of five (5) years of continuous service with the City and who voluntarily separate employment shall be compensated for accrued sick leave up to a maximum of 240 hours upon separation. Employees with a minimum of ten (10) years of continuous service with the City shall be

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compensated for accrued sick leave up to a maximum of 480 hours upon separation regardless of reason for separation.

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A full-time regular employee vested in the Arizona Public Safety Personnel Retirement System (PSPRS) with a minimum of five (5) years of continuous service with the City and who voluntarily separate employment shall be compensated for accrued sick leave up to a maximum of 240 hours [336 hours for fifty-six (56) hour employees] upon separation. A full-time regular employee vested in the Arizona PSPRS with a minimum of ten (10) years of continuous service with the City shall be compensated for 480 hours [672 hours for fifty-six (56) hour employees who work the majority of his/her last ten (10) years of service in a fifty-six (56) hour assignment] of accrued sick leave (if accrued) upon separation regardless of reason for separation.

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1. Sick Leave Conversion Upon Separation

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Full-time regular employees who officially retire through ASRS or PSPRS or employees who separate employment due to disability retirement or separate from employment after filing for long term disability will receive the following amount of sick leave balance that is above the noted threshold paid out in a Retirement Health Savings (RHS) account (Battalion Chiefs will be paid out in a cash out (minus applicable taxes required by the IRS) or deposited in a deferred compensation account up to the maximum IRS allowable amount) at the time of separation at the current regular hourly wage amount:

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Years of Service	Percent of Sick Leave Balance above 480 hours or 672 hours (56-hour employees) to be converted to RHS
8 years	25%
10 years	35%
15 years	50%
20 years	75%

Employees who involuntarily separate employment or do not meet these eligibility requirements will not receive any sick conversion at the time of termination, and they forfeit all unused sick time.

2. Discipline

Forfeiture of accrued sick leave as a disciplinary action shall not be authorized.

3. Advanced Sick Leave

The City Manager may grant no more than ten days of advanced sick leave to a full-time regular employee. The advanced sick leave will be repaid by the employee through the normal leave accrual process or through transfer of sick leave accrual. In order to qualify for advanced sick leave, employees must be full-time regular and have exhausted all forms of paid leave; i.e., vacation, sick, compensatory time, floating holiday.

4. Promotions/Demotions/Transfers

When an employee is promoted, demoted or transferred, the employee will not lose accrued sick leave.

5. Donation of Sick Leave and Vacation Leave

The purpose of leave donation is to permit an employee to donate accrued sick or vacation leave to a central leave bank to assist another employee. This policy permits such a donation to occur when an employee has a need for additional paid leave because they have exhausted all paid leave including, but not limited to sick, vacation, comp time, and floating holidays and have a serious medical hardship or catastrophic illness or injury. The employee's need may arise from their own serious medical hardship or catastrophic illness or from their need to care for a family member who has a serious medical hardship or catastrophic illness.

In addition to employee donations, all forfeited sick leave balances will be placed in the central bank. If the donation leave bank exceeds 2,000 hours, all hours above will be retired.

6. Sick Leave Conversion to Retirement Health Savings (RHS) Account

If an employee has a sick leave balance that reaches the threshold noted below by December 30th of each year, the corresponding sick leave amount will be converted to a dollar amount and be automatically removed from the employee's sick leave bank and rolled in an RHS Account tax free:

Accrued Hours	Sick Leave RHS Conversion
240	12 hours
360	18 hours
480	24 hours
720	48 hours

The monies deposited into this account can be accessed upon separation of employment for health-related premiums and expenses. Employees covered by the IAFF Local 4005 MOU and Battalion Chiefs are not eligible for this conversion.

E. Family and Medical Leave (FMLA)

The Family and Medical Leave (FMLA) Act of 1993 and the National Defense Authority Act (NDAA) of 2008 intends to balance the demands of the workplace with the needs of families, to promote the stability and economic security of families, and to promote national interests in preserving family integrity. To accomplish these purposes, the City will establish a process with respect to leave necessary for the medical care of employees and their families.

F. Other Leave Categories

The City shall provide a mechanism for the following types of additional leave to be available to employees:

1. Military Leave
2. Funeral or Bereavement Leave
3. Jury Duty Leave
4. Election Leave
5. Injury Leave
6. Administrative Leave
7. Crime Victims Leave
8. Fatigue Leave

G. Industrial Leave to Attend Off-Duty AppointmentsUnpaid Leave Categories

1. Personal Leave Without Pay

The City provides an opportunity for leave without pay for employees to deal with personal situations occurring for more than ten (10) days, but not exceeding ninety (90) days. Such leave is granted at the discretion of the department director on a case-by-case basis. The leave is unpaid, unless the employee has available vacation, sick, or other time. This policy does not cover leaves for medical reasons, which would otherwise be covered by the FMLA. Also, this policy does not cover medical leaves that may be covered by the Americans with Disabilities Act (ADA). Such leave will be covered by the City's policy regarding reasonable accommodations for employees with disabilities, which provides that in some cases an employee may be given an unpaid leave of absence as a reasonable accommodation, the length of which will be evaluated on a case-by-case basis, and may in some instances involve leave beyond ninety (90) days.

2. Furloughs

If a budget shortfall is anticipated, the City Manager has the authority to require employees to take a specified number of hours off without pay which will be designated as furlough time off. Exempt employees are considered hourly during pay periods in which furlough time is taken and accurate payroll records must be maintained of actual hours worked. Furloughs authorized by the City Manager are not subject to the discipline, grievance and/or appeals process.

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The department director may authorize employees to work at a centralized City location, or at other sites to possibly include telecommuting. For telecommuting refer to Administrative Guideline #680. All employees must reside and work on a regular basis within the state of Arizona.

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I. Emergency Leave

Under a declaration of emergency, the City Manager is authorized to grant emergency leave provisions to maintain the continuity of city operations.

POLICY STATEMENT

Subject: Attendance and Leave

Origination Date: 04/01/2001

Revision Date: 06/25/2023

Policy Number: 600

Purpose

The purpose of this policy is to establish standard hours of work, holidays, vacation leave, and sick leave. In addition, this policy will establish the conditions under which city employees may be granted time off from work.

Policy

A. Hours of Work/Attendance

Department directors are responsible for establishing a schedule of regular working hours for their respective departments to ensure optimum service delivery to the citizens of Goodyear. Employees are responsible for being at their work site during their scheduled work hours.

B. Holidays

The following days shall be considered holidays for City employees:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday after Thanksgiving Day
11. Christmas Day
12. Floating Holiday*

*One (1) floating holiday is available to all regular full-time and part-time (half benefit) status employees each calendar year as defined in Guideline 620.

C. Vacation Leave

Vacation is provided to employees to ensure the mental and physical health and well-being of both the employee and the organization.

For employees entitled to vacation leave, accruals will accrue on a per pay period basis and will be available to use at the start of the following pay period. No employee shall take vacation leave in excess of the amount accrued. Full-time employees accrue vacation leave based upon years of credited service with

eligible Arizona government retirement systems (i.e., ASRS, PSPRS, city of Phoenix, city of Tucson):

Job Classification	Years of Service	Vacation Hours Earned per Pay Period	
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Regardless of years of services, the maximum accrual of vacation hours at the end of the calendar year is 320 hours for forty (40) hour work week employees and 456 hours for fifty-six (56) hour work week employees. If vacation balance exceeds 456 at the end of the calendar year for 56-hour employee, up to 48 hours of the overage will be automatically cashed out. Any hours over 504 will be automatically donated to the Labor Relations Bank.

1. Vacation Accrual for Part-Time and Temporary

Regular part-time employees shall receive a prorated accrual of vacation leave benefits at $\frac{1}{2}$ the accrual rate of full-time employees. Temporary employees typically shall not accrue vacation leave. However, temporary employees working a 40 hour a week schedule for a planned duration of six (6) months or more will receive vacation leave.

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Hours over the maximum accrual will be lost at the end of each calendar year, unless the City Manager provides written authorization for an employee to exceed their maximum accrual.

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A full-time regular employee vested in the Arizona State Retirement System (ASRS) with a minimum of five (5) years of continuous service with the City and who voluntarily separate employment shall be compensated for accrued sick leave up to a maximum of 240 hours upon separation. Employees with a minimum of ten (10) years of continuous service with the City shall be

compensated for accrued sick leave up to a maximum of 480 hours upon separation regardless of reason for separation.

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I. Emergency Leave

Under a declaration of emergency, the City Manager is authorized to grant emergency leave provisions to maintain the continuity of city operations.

ITEM #: 9.
DATE: 06/12/2023
AI #:1536



CITY COUNCIL ACTION REPORT

**SUBJECT: PROPOSED PROPERTY TAX LEVY FOR FY2024
(TRUTH-IN-TAXATION HEARING) AND ON PROPOSED FINAL
BUDGET ADOPTION FOR FY2024 AND APPROVAL OF TRUTH
IN TAXATION INCREASE BY ROLL CALL VOTE**

STAFF PRESENTER(S): Ryan Bittle, Finance Manager

SUMMARY

The City Council will hold a public hearing to receive a staff report and public comment on the proposed final budget for fiscal year 2023-2024 (FY2024) as tentatively approved on May 22, 2023 and on the proposed increase in the primary property tax levy. The City Council will also consider a motion to levy proposed property taxes to be assessed on June 26, 2023.

No changes from the May 22, 2023, tentative budget are included in the final budget or primary property tax levy. Adoption of the Final Budget will occur in a special meeting immediately following the regular meeting as prescribed by A.R.S. §42-17105(A).

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

1. Conduct a public hearing on Resolution No. 2023-2318, which adopts the final estimates by the city of Goodyear for the fiscal year beginning July 1, 2023 and ending June 30, 2024 and on the proposed primary property tax levy increase of \$258,247.
2. Approve the Truth-in-Taxation increase of \$258,247 for FY2024 by a roll call vote. (Ryan Bittle, Finance Manager)

FISCAL IMPACT

The FY2024 Budget totals \$806,949,000. It is balanced for the General Fund and within resources for Asset Management, Enterprise, Special Revenue, Capital, and Debt Service funds. The primary property tax levy is used in the balanced FY2024 General Fund budget.

BACKGROUND AND PREVIOUS ACTIONS

In addition to the city's internal processes, state law requires a number of steps to adopt the annual budget and property tax levy.

Annual Budget Process

The FY2024 budget process began in calendar year 2022 and included departments submitting their initial list of new capital projects, preparing base budget estimates, preparing supplemental addition requests and updating existing CIP project costs and timelines as needed. All of these estimates and requests are reviewed by Budget and Research and with the executive team. In the case of capital projects; Engineering Project Management, Information Technology, and Procurement are highly involved in reviews to ensure that all elements of a project are captured within its scope/budget and that we have the organizational resources to deliver the projects proposed.

City Council was provided an initial General Fund five-year forecast in February 2023 as part of the City Council Retreat, which included risks and budget priorities. Those discussions and that presentation served as the basis for the recommended budget. The City Manager presented a sustainable recommended budget on April 17th, 2023, which focused on growth, continuing existing programs and services to a larger residential base, fair compensation for employees, meeting obligations, opening new capital facilities, and continuing the capital improvement program.

On May 22, 2023, City Council approved the only change to our financial policy, which was to increase our portion of construction sales tax treated as ongoing revenue from \$6.1 million to \$6.5 million. This policy calls for annual review and the \$6.5 million was based on the average of the lowest five-years in the prior ten of General Fund construction sales tax collections.

Any subsequent changes from the City Manager's recommended budget work session were summarized as part of our Tentative budget presented to and adopted by Council on May 22, 2023. The approved tentative budget was published in the Southwest Valley Republic on May 26, and June 2, 2023, consistent with requirements of state law. Further, state required budget forms are posted on the website, where they must remain for five years, and are also available at the library and City Clerk's Office.

Property Tax Levy Process

In accordance with Arizona Revised Statute (A.R.S.) § 42-17107, when the municipal primary property tax levy, excluding any increases due to the value of new construction, is greater than the amount levied in the previous year, actions must be taken to inform residents. These notices and actions are referred to as Truth-in-Taxation and appeared in the Southwest Valley Republic (a local newspaper of general circulation) on May 26, and June 2, 2023, as well as in a press release on May 19th.

The primary tax levy is limited to an annual increase of two percent over the previous year's maximum allowable primary levy, plus an increased dollar amount attributable to a net gain in property not taxed in the previous year (i.e. new construction). The FY2024 primary property tax at the maximum levy is a planned revenue supporting general fund ongoing operations and maintenance activities including police and fire protection, parks and recreation, development services and other general government functions. City Council adopted the Financial Policies, which call for levying the maximum allowable primary property tax, including this two percent increase, to support the ongoing General Fund operations.

Because the city levies the maximum allowable primary levy, the Truth-in-Taxation notification steps outlined above were required. Of the planned primary property tax levy, \$258,247 is above the Truth In Taxation levy limit of \$13,650,225. The total primary property tax levy will be \$13,923,866. Final action to set the primary and secondary property taxes for the City of Goodyear is scheduled for June 26, 2023, during a regular meeting of the City Council.

STAFF ANALYSIS

The primary tax levy is limited to an annual increase of two percent over the previous year's maximum allowable primary levy, plus an increased dollar amount attributable to a net gain in property not taxed in the previous year (i.e. new construction). City Council adopted Financial Policies, which call for levying the maximum allowable primary property tax, including this two percent increase, to support the ongoing General Fund operations.

Attachments

FY2024 State Forms

Truth-in-Taxation Notice of Tax Increase

Truth-in-Taxation Analysis

Truth-in-Taxation Press Release

Presentation

City/Town of Goodyear
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2024

Fiscal year	S c h		Funds									
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	CFD & Trust Funds	Enterprise Funds	Internal Service Funds	Total all funds		
2023		Adopted/adjusted budgeted expenditures/expenses*	E	1	303,793,900	35,630,300	14,829,600	153,663,400	40,936,000	94,167,300	0	643,020,500
2023		Actual expenditures/expenses**	E	2	155,393,400	29,551,400	14,765,400	35,406,200	31,253,600	58,624,400	0	324,994,400
2024		Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	187,474,800	11,111,200	971,100	133,228,000	15,876,100	37,800,300	0	386,461,500
2024		Primary property tax levy	B	4	13,923,866							13,923,866
2024		Secondary property tax levy	B	5			11,196,100					11,196,100
2024		Estimated revenues other than property taxes	C	6	187,341,400	15,499,700	3,937,800	145,206,600	42,541,100	70,535,800	0	465,062,400
2024		Other financing sources	D	7	0	0	0	0	0	0	0	0
2024		Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2024		Interfund transfers in	D	9	25,400,500	17,482,200	0	7,924,300	9,100	35,877,100	0	86,693,200
2024		Interfund Transfers (out)	D	10	34,076,200	560,000	0	12,045,800	9,100	40,002,100	0	86,693,200
2024		Line 11: Reduction for fund balance reserved for future budget year expenditures		11								
		Maintained for future debt retirement										0
		Maintained for future capital projects										0
		Maintained for future financial stability										0
2024		Total financial resources available		12	380,064,366	43,533,100	16,105,000	274,313,100	58,417,200	104,211,100	0	876,643,866
2024		Budgeted expenditures/expenses	E	13	380,064,400	42,022,800	14,406,000	209,910,400	58,400,100	102,145,300	0	806,949,000

Expenditure limitation comparison

1	Budgeted expenditures/expenses
2	Add/subtract: estimated net reconciling items
3	Budgeted expenditures/expenses adjusted for reconciling items
4	Less: estimated exclusions
5	Amount subject to the expenditure limitation
6	EEC expenditure limitation

	2023	2024
1	\$ 643,020,500	\$ 806,949,000
2		
3	643,020,500	806,949,000
4	127,004,800	199,455,116
5	\$ 516,015,700	\$ 607,493,884
6	\$ 555,220,547	\$ 622,516,993

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City/Town of Goodyear
Tax levy and tax rate information
Fiscal year 2024

	<u>2023</u>	<u>2024</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 12,882,853	\$ 13,923,866
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	
3. Property tax levy amounts		
A. Primary property taxes	\$ 12,882,853	\$ 13,923,866
Property tax judgment		
B. Secondary property taxes	9,565,400	11,196,100
Property tax judgment		
C. Total property tax levy amounts	\$ 22,448,253	\$ 25,119,966
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$	
(2) Prior years' levies		
(3) Total primary property taxes	\$	
B. Secondary property taxes		
(1) Current year's levy	\$ 9,565,400	
(2) Prior years' levies		
(3) Total secondary property taxes	\$ 9,565,400	
C. Total property taxes collected	\$ 9,565,400	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.9957	0.9617
Property tax judgment		
(2) Secondary property tax rate	0.7393	0.7733
Property tax judgment		
(3) Total city/town tax rate	1.7350	1.7350
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating <u>10</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City/Town of Goodyear
Revenues other than property taxes
Fiscal Year 2024

Source of revenues	Estimated revenues 2023	Actual revenues* 2023	Estimated revenues 2024
General Fund			
Local taxes			
Sales	\$ 78,435,900	\$ 85,834,100	\$ 88,737,900
Construction	19,038,600	20,978,300	16,782,600
Franchise	3,818,500	4,209,300	4,278,300
Licenses and permits			
License and Registration	\$ 419,500	\$ 389,100	\$ 398,800
Intergovernmental			
Urban Revenue Sharing (Income Tax)	\$ 18,392,600	\$ 19,298,900	\$ 27,281,300
Auto Lieu (VLT)	4,512,000	5,194,800	5,211,800
State Shared Sales Tax	13,639,900	14,311,800	15,314,700
Charges for services			
General Government-Reimbursements	\$ 11,814,300	\$	\$ 11,850,300
Arizona Tourism Reimbursement	2,445,500	2,553,400	2,431,400
Rentals	547,900	575,000	592,300
Parks, Recreation and Aquatics	916,700	1,491,800	1,836,700
Development Related	13,376,200	13,800,000	9,405,500
Fines and forfeits			
Fines	\$ 1,041,800	\$ 1,042,300	\$ 1,068,200
Interest on investments			
Investment Income	\$ 317,300	\$ 1,100,000	\$ 1,389,600
Miscellaneous			
Development Agreement Proceeds	\$ 2,025,000	\$ 2,260,800	\$
Miscellaneous Revenue	1,657,300	751,000	73,000
Risk Reserve			689,000
Total General Fund	\$ 172,399,000	\$ 173,790,600	\$ 187,341,400
Special revenue funds			
Ballpark Operating	\$ 3,665,300	\$ 3,529,000	\$ 3,539,000
Ballpark Capital Replacement Fund	115,000	115,000	115,000
Highway User Revenue Fund (HURF)	7,559,200	7,931,800	7,898,900
Impound Fund	105,000	105,000	100,000
Arizona Lottery Funds (ALF)	325,800	325,800	325,800
Park and Ride Marquee Fund	112,000	112,000	114,800
AZ Smart & Safe Fund	500,000	500,000	560,000
Court Enhancement Fund	70,000	70,000	80,000
Judicial Collection Enhancement Fund (JCEF)	13,500	13,500	13,500
Fill the Gap	6,000	6,000	6,000
Officer Safety Equipment	20,000	20,000	20,000
CBDG Entitlement	422,800	60,700	801,900
American Rescue Plan		2,792,500	
Ambulance	281,700		281,700
Miscellaneous Grants	2,603,100	1,902,800	1,566,200
Opioid Settlement Fund		76,900	76,900
Total special revenue funds	\$ 15,799,400	\$ 17,561,000	\$ 15,499,700

City/Town of Goodyear
Revenues other than property taxes
Fiscal Year 2024

Source of revenues	Estimated revenues 2023	Actual revenues* 2023	Estimated revenues 2024
Debt service funds			
McDowell Improvement District	\$ 3,799,200	\$ 4,300,800	\$ 3,937,800
Total debt service funds	\$ 3,799,200	\$ 4,300,800	\$ 3,937,800
Capital projects funds			
Budget Authority	\$ 15,000,000		\$ 15,000,000
G.O. Bonds			40,000,000
Enterprise Capital - Wastewater Bonds	31,000,000		31,000,000
Non-Utility Impact Fees	19,366,100	23,382,900	21,704,700
Utility Impact Fees	15,876,300	7,551,900	37,501,900
Total capital projects funds	\$ 81,242,400	\$ 30,934,800	\$ 145,206,600
Enterprise funds			
Water	\$ 36,656,200	\$ 31,085,400	\$ 39,493,000
Wastewater	20,978,000	22,183,200	23,070,500
Solid Waste	8,369,700	7,972,300	7,972,300
	\$ 66,003,900	\$ 61,240,900	\$ 70,535,800
Total enterprise funds	\$ 66,003,900	\$ 61,240,900	\$ 70,535,800
CFD & Trust Funds			
Community Facilities Districts	\$ 11,683,800	\$ 16,817,100	\$ 28,357,000
Trust Funds	13,701,000	13,218,700	14,184,100
	\$	\$	\$
Total CFD & Trust funds	\$ 25,384,800	\$ 30,035,800	\$ 42,541,100
Total all funds	\$ 364,628,700	\$ 317,863,900	\$ 465,062,400

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City/Town of Goodyear
Other financing sources/(uses) and interfund transfers
Fiscal year 2024

Fund	Other financing 2024		Interfund transfers 2024	
	Sources	(Uses)	In	(Out)
General Fund				
General Fund	\$	\$	\$ 11,243,200	\$ 34,076,200
Risk Reserve			2,076,800	
Asset Management Reserve			12,080,500	
Total General Fund	\$	\$	\$ 25,400,500	\$ 34,076,200
Special revenue funds				
Ballpark Operating	\$	\$	\$ 15,434,100	\$
Highway User Revenue (HURF)			1,015,600	
AZ Smart & Safe				560,000
Ambulance			1,032,500	
Total special revenue funds	\$	\$	\$ 17,482,200	\$ 560,000
Debt service funds				
	\$	\$	\$	\$
Total debt service funds	\$	\$	\$	\$
Capital projects funds				
Non-Utility Impact Fees			7,924,300	
Construction Sales Tax				7,924,300
Utility Impact Fees				4,121,500
Total capital projects funds	\$	\$	\$ 7,924,300	\$ 12,045,800
Permanent funds				
	\$	\$	\$	\$
Total permanent funds	\$	\$	\$	\$
Enterprise funds				
	\$	\$	\$	\$
Water			17,914,300	18,124,600
Wastewater			17,512,800	20,047,700
Solid Waste			450,000	1,829,800
Total enterprise funds	\$	\$	\$ 35,877,100	\$ 40,002,100
Community Facilities Districts funds				
Community Facilities Districts Funds	\$	\$	\$ 9,100	\$ 9,100
Total Community Facilities Districts funds	\$	\$	\$ 9,100	\$ 9,100
Total all funds	\$	\$	\$ 86,693,200	\$ 86,693,200

City/Town of Goodyear
Expenditures/expenses by fund
Fiscal year 2024

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Fund/Department	2023	2023	2023	2024
General Fund				
Mayor and Council	\$ 497,300	\$	\$ 475,700	\$ 491,600
City Manager	8,351,000	(1,065,200)	6,290,300	6,185,700
Legal Services	2,769,300		2,613,100	3,021,700
Municipal Court	2,187,200		1,731,500	2,418,600
City Clerk	1,162,000	60,000	987,900	1,317,200
Finance	5,151,800	(52,500)	4,904,300	33,249,700
Human Services	5,453,900	592,000	5,100,100	3,938,000
Information Technology	8,526,000	(167,000)	7,764,000	11,009,800
Digital Communications	1,631,700	30,900	1,577,600	1,834,700
Fire	29,682,400	946,500	27,096,900	39,912,600
Police	40,561,200	(177,600)	35,215,300	47,171,700
Development Services	17,139,400	33,300	11,896,400	16,467,100
Economic Development	5,633,100	1,648,300	4,632,900	4,410,100
Engineering	54,083,400	4,050,000	7,808,400	68,932,200
Parks & Recreation	22,126,000	(588,200)	18,537,700	26,669,800
Public Works	16,060,500	(151,900)	7,114,900	15,969,400
Water Services			903,100	5,069,400
Debt Service	1,155,000		1,155,000	
Non-Departmental	1,738,200	1,761,800	3,500,000	3,500,000
Contingency	600,000	(67,500)	600,000	600,000
Reserves	59,674,300	(7,215,100)		47,159,100
Fire Asset Management	1,069,600	189,300	1,207,200	1,431,000
Fleet Asset Management	8,918,700	488,100	31,900	17,209,400
Parks Asset Management	3,050,000	235,500	1,484,400	7,021,200
Risk Reserve	750,000		280,000	3,235,800
Traffic Signals Asset Management	1,003,700		756,800	2,662,000
Technology Asset Management	2,234,900	387,000	1,083,500	4,082,300
Facilities Asset Management	1,528,400	117,200	644,500	5,094,300
Total General Fund	\$ 302,739,000	\$ 1,054,900	\$ 155,393,400	\$ 380,064,400
Special revenue funds				
Highway User Revenue Fund (HURF)	\$ 9,957,400	\$ (586,500)	\$ 8,944,500	\$ 10,573,800
Arizona Lottery Funds	1,032,500	110,100	393,500	918,800
Park and Ride Marquee	1,478,500		349,300	1,429,900
Court Enhancement Fund	350,900		50,900	404,500
Fill the Gap	75,200			81,100
Judicial Collection Enhancement Fund (JCEF)	142,100			162,400
Impound Fund	376,700		82,900	380,700
Opioid Settlement			76,900	76,900
Officer Safety Equipment	85,300		12,000	93,500
Ambulance	1,596,900	1,900	1,146,400	1,483,000
Ballpark Operating	17,048,000	(35,700)	16,848,700	18,688,500
Ballpark Capital Replacement Fund	670,000	163,000	455,000	4,335,800
Prop 302 Funds (Tourism)	300,000		300,000	464,100
American Rescue Plan	2,534,700	(2,219,300)	315,400	
CBDG Entitlement	798,800	(334,000)	60,700	801,900
Miscellaneous Grants	3,068,400	(984,600)	515,200	2,127,900
Total special revenue funds	\$ 39,515,400	\$ (3,885,100)	\$ 29,551,400	\$ 42,022,800
Debt service funds				
Secondary Property Tax	\$ 9,897,600	\$ 566,000	\$ 10,463,600	\$ 10,467,200
McDowell Improvement District	3,799,200	566,800	4,301,800	3,938,800
Total debt service funds	\$ 13,696,800	\$ 1,132,800	\$ 14,765,400	\$ 14,406,000

City/Town of Goodyear
Expenditures/expenses by fund
Fiscal year 2024

Fund/Department	Adopted budgeted expenditures/ expenses 2023	Expenditure/ expense adjustments approved 2023	Actual expenditures/ expenses* 2023	Budgeted expenditures/ expenses 2024
Capital projects funds				
General Obligations Bonds	\$ 25,099,000	\$ (1,912,300)	\$ 6,210,500	\$ 20,291,100
Budget Authority	15,000,000	(14,711,700)		15,000,000
General Government Capital Projects	10,778,800	7,534,700	13,543,900	40,000,000
Water Bonds	2,751,800	(1,799,600)		
Wastewater Bonds	31,000,000		868,500	30,527,900
Water Capital Projects	445,300	(7,000)	438,300	
Wastewater Capital Projects				
Non-Utility Impact Fees	59,298,100	2,645,300	9,573,600	51,720,400
Construction Sales Tax - Impact Fee	2,150,800	1,738,200	3,709,000	10,689,000
Utility Impact Fees	8,322,100	5,329,900	1,062,400	41,682,000
Total capital projects funds	\$ 154,845,900	\$ (1,182,500)	\$ 35,406,200	\$ 209,910,400
Community facility districts funds				
Community Facility Districts (CFD)	\$ 17,626,200		\$ 17,683,300	\$ 35,434,700
Total CFD funds	\$ 17,626,200		\$ 17,683,300	\$ 35,434,700
Enterprise funds				
Water	\$ 63,036,600	\$ (6,877,800)	\$ 34,367,200	\$ 52,544,200
Wastewater	26,743,800	2,161,300	16,919,800	39,823,300
Solid Waste	8,954,800	148,600	7,337,400	9,777,800
Total enterprise funds	\$ 98,735,200	\$ (4,567,900)	\$ 58,624,400	\$ 102,145,300
Trust Funds				
Self Insurance Trust Fund	\$ 22,532,400		\$ 13,193,700	\$ 22,672,000
Volunteer Firefighter Trust Fund	740,800		377,900	242,200
Other Trust Funds		36,600	(1,300)	51,200
Total trust funds	\$ 23,273,200	\$ 36,600	\$ 13,570,300	\$ 22,965,400
Total all funds	\$ 650,431,700	\$ (7,411,200)	\$ 324,994,400	\$ 806,949,000

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City/Town of Goodyear
Expenditures/expenses by department
Fiscal year 2024

Department/Fund	Adopted budgeted expenditures/ expenses 2023	Expenditure/ expense adjustments approved 2023	Actual expenditures/ expenses* 2023	Budgeted expenditures/ expenses 2024
Mayor and Council:				
General Fund	\$ 497,300	\$	\$ 375,700	\$ 391,600
Mayor and Council Total	\$ 497,300	\$	\$ 375,700	\$ 391,600
City Manager:				
General Fund	\$ 8,351,000	\$ (1,065,200)	\$ 3,443,500	\$ 6,185,700
CBDG Entitlement	460,600	4,200	60,700	483,700
Grant		2,000		
City Manager Total	\$ 8,811,600	\$ (1,059,000)	\$ 3,504,200	\$ 6,669,400
Legal Services:				
General Fund	\$ 2,769,300	\$	\$ 2,613,100	\$ 3,021,700
Legal Services Total	\$ 2,769,300	\$	\$ 2,613,100	\$ 3,021,700
Municipal Court:				
General Fund	\$ 2,187,200	\$	\$ 1,731,500	\$ 2,223,600
Court Enhancement Fund	50,300		50,900	54,600
Fill the Gap Fund				
Municipal Court Total	\$ 2,237,500	\$	\$ 1,782,400	\$ 2,278,200
City Clerk:				
General Fund	\$ 1,162,000	\$ 60,000	\$ 987,900	\$ 1,317,200
City Clerk Total	\$ 1,162,000	\$ 60,000	\$ 987,900	\$ 1,317,200
Finance:				
General Fund	\$ 5,011,800	\$ 87,500	\$ 4,904,300	\$ 5,749,700
Community Facilities District (CFD)	6,943,500	(334,500)	6,248,600	8,281,600
Non-Utility Impact Fees	4,300	103,100	107,400	107,400
Utility Impact Fees	10,700	254,900	265,600	265,600
Other			76,900	6,876,900
Finance Total	\$ 11,970,300	\$ 111,000	\$ 11,602,800	\$ 21,281,200
Human Resources:				
General Fund	\$ 5,453,900	\$ 592,000	\$ 5,100,100	\$ 3,938,000
Risk Reserve	750,000		280,000	3,235,800
Self Insurance Trust Fund	22,532,400		13,193,700	14,572,700
Enterprise Fund - Water	42,400	45,000	42,400	43,200
Enterprise Fund - Wastewater	96,600	(45,000)	96,600	96,600
Enterprise Fund - Solid Waste	10,000		10,000	10,000
Fill a Need Fund		17,600		13,000
Human Resources Total	\$ 28,885,300	\$ 609,600	\$ 18,722,800	\$ 21,909,300
Information Technology:				
General Fund	\$ 8,326,000	\$ 33,000	\$ 7,764,000	\$ 11,009,800
Technology Asset Management	1,115,900	387,000	1,072,700	1,072,700
Enterprise	160,800		161,800	344,300
Special Revenue		70,000	70,000	70,000
Information Technology Total	\$ 9,602,700	\$ 490,000	\$ 9,068,500	\$ 12,496,800
Digital Communications:				
General Fund	\$ 1,631,700	\$ 30,900	\$ 1,577,600	\$ 1,834,700
Digital Communications Total	\$ 1,631,700	\$ 30,900	\$ 1,577,600	\$ 1,834,700

City/Town of Goodyear
Expenditures/expenses by department
Fiscal year 2024

Department/Fund	Adopted budgeted expenditures/ expenses 2023	Expenditure/ expense adjustments approved 2023	Actual expenditures/ expenses* 2023	Budgeted expenditures/ expenses 2024
Fire:				
General Fund	\$ 28,011,900	\$ 956,500	\$ 27,036,900	\$ 31,721,200
Fire Asset Management	248,800	189,300	438,100	186,500
Volunteer Firefighter Trust Fund	740,800		377,900	242,200
Grants	1,007,700	(932,100)	75,900	
Ambulance	1,596,900	1,900	1,146,400	1,083,000
Fire Total	\$ 31,606,100	\$ 215,600	\$ 29,075,200	\$ 33,232,900
Police:				
General Fund	\$ 37,078,000	\$ (80,900)	\$ 34,646,700	\$ 43,499,800
Impound Fund	87,100		82,900	102,400
Officer Safety Equipment Fund	12,000		12,000	65,000
Grants	398,600	255,000	159,400	496,200
DIF Police 18				1,642,200
CFD Trust		19,000	(1,300)	38,200
Police Total	\$ 37,575,700	\$ 193,100	\$ 34,899,700	\$ 45,843,800
Development Services:				
General Fund	\$ 12,881,400	\$ 33,300	\$ 11,559,200	\$ 12,546,300
Development Services Total	\$ 12,881,400	\$ 33,300	\$ 11,559,200	\$ 12,546,300
Economic Development:				
General Fund	\$ 3,945,500	\$ 662,700	\$ 4,436,600	\$ 4,161,600
American Rescue Plan	2,534,700	(2,219,300)	315,400	
Economic Development Total	\$ 6,480,200	\$ (1,556,600)	\$ 4,752,000	\$ 4,161,600
Engineering:				
General Fund	\$ 2,568,500	\$	\$ 2,506,200	\$ 2,804,600
Traffic Signals Asset Management	966,700		966,700	997,600
Highway User Revenue Fund (HURF)	9,370,900		3,047,400	3,694,700
Grants	500,000			1,000,000
Arizona Lottery Fund (ALF)	283,400	110,100	393,500	364,900
Park and Ride Marquee	500,000	50,000	349,300	750,700
Other	4,777,100	(1,020,000)		
Engineering Total	\$ 18,966,600	\$ (859,900)	\$ 7,263,100	\$ 9,612,500
Parks and Recreation:				
General Fund	\$ 18,677,800	\$ 7,800	\$ 18,448,600	\$ 21,568,500
Parks Asset Management	944,900	58,100	1,003,000	1,367,600
Ballpark Operating Fund	6,059,000	204,300	6,099,700	7,214,200
Ballpark Capital Replacement Fund	180,000	163,000	295,000	420,000
Grants		11,000		
Prop 302	300,000		300,000	300,000
Other		20,000		
Parks and Recreation Total	\$ 26,161,700	\$ 464,200	\$ 26,146,300	\$ 30,870,300
Public Works:				
General Fund	\$ 5,394,600	\$ (166,600)	\$ 5,008,500	\$ 5,875,400
Fleet Asset Management	2,997,200	(13,000)	27,400	5,567,000
Facilities Asset Management	696,900	(48,000)	66,900	1,032,600
Enterprise Fund - Solid Waste	7,389,300	(1,400)	7,327,400	8,110,900
HURF			5,897,100	6,879,100
Public Works Total	\$ 16,478,000	\$ (229,000)	\$ 18,327,300	\$ 27,465,000

City/Town of Goodyear
Expenditures/expenses by department
Fiscal year 2024

Department/Fund	Adopted budgeted expenditures/ expenses 2023	Expenditure/ expense adjustments approved 2023	Actual expenditures/ expenses* 2023	Budgeted expenditures/ expenses 2024
Water Services:				
General Fund	\$ 926,000	\$	\$ 903,100	\$ 1,565,200
Enterprise Fund - Water	25,812,900	(25,000)	22,694,600	25,254,400
Enterprise Fund - Wastewater	11,489,800	(64,200)	11,006,900	13,076,800
Water Services Total	\$ 38,228,700	\$ (89,200)	\$ 34,604,600	\$ 39,896,400
Debt Service:				
General Fund	\$ 1,155,000	\$	\$ 1,155,000	\$
Special Revenue Funds	9,999,000		9,999,000	9,996,800
Debt Service Funds	13,696,800	1,132,800	14,765,400	14,406,000
Enterprise - Water/Wastewater	12,306,000	1,077,300	12,306,000	14,507,100
CFD- Trust Funds	10,682,700	334,500	11,434,700	11,653,100
Debt Services Total	\$ 47,839,500	\$ 2,544,600	\$ 49,660,100	\$ 50,563,000
Non-Departmental:				
General Fund	\$ 1,738,200	\$ 1,761,800	\$ 3,500,000	\$ 3,500,000
Other Capital	1,970,800	1,738,200	3,709,000	3,709,000
Non-Departmental Total	\$ 3,709,000	\$ 3,500,000	\$ 7,209,000	\$ 7,209,000
Capital Projects:				
General Fund	\$ 76,142,300	\$ 4,007,600	\$ 8,659,800	\$ 128,359,700
Asset Management	10,834,900	843,700	1,633,500	12,663,300
Special Revenue	3,566,800	(1,555,200)	1,119,900	6,673,200
Debt Service		\$		
Enterprise Fund - Water	22,862,400	(7,578,800)	2,809,200	13,444,100
Enterprise Fund - Wastewater	8,364,400	1,874,200	2,169,500	17,214,200
Enterprise Fund - Solid Waste	300,000	150,000		450,000
General Obligations Bonds	25,099,000	(1,912,300)	6,210,500	60,291,100
Water & Wastewater Bonds	33,751,800	(1,799,600)	868,500	30,527,900
Non-Utility Impact Fees	59,293,800	2,542,200	9,466,200	49,970,800
Utility Impact Fee	8,311,400	5,075,000	796,800	41,416,400
Other Capital	6,627,000	8,527,700	13,982,200	180,000
Capital Projects Total	\$ 255,153,800	\$ 10,174,500	\$ 47,716,100	\$ 361,190,700
Contingency:				
General Fund	\$ 60,274,300	\$ (7,282,600)	\$ 3,546,800	\$ 48,054,100
Asset Management				14,612,900
Special Revenue	2,608,400	(50,000)		2,297,400
Enterprise	9,900,600			9,593,700
CFD- Trust Funds				23,599,300
Other Capital	15,000,000	(14,711,700)		15,000,000
Contingency Total	\$ 87,783,300	\$ (22,044,300)	\$ 3,546,800	\$ 113,157,400
Department total	\$ 650,431,700	\$ (7,411,200)	\$ 324,994,400	\$ 806,949,000

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City/Town of Goodyear
Full-time employees and personnel compensation
Fiscal year 2024

	Full-time equivalent (FTE)	Employee salaries and hourly costs	Retirement costs	Healthcare costs	Other benefit costs	Total estimated personnel compensation
Fund	2024	2024	2024	2024	2024	2024
General Fund	768.11	\$ 77,638,600	\$ 12,855,100	\$ 12,309,000	\$ 9,684,700	\$ 112,487,400
Special revenue funds						
Highway User Revenue Fund	24.00	\$ 2,027,300	\$ 248,700	\$ 452,500	\$ 319,400	\$ 3,047,900
Ballpark Operating Fund	48.00	2,712,800	261,800	418,400	335,700	
Impound Fund	0.60	50,800	6,300	10,500	6,000	
Court Enhancement Fund	0.57	31,300	3,900	5,200	4,200	
Ambulance	7.00	556,400	68,100	121,800	79,600	
Grants						
Total special revenue funds	80.17	\$ 5,378,600	\$ 588,800	\$ 1,008,400	\$ 744,900	\$ 3,047,900
Enterprise funds						
Water	42.45	\$ 3,520,700	\$ 432,100	\$ 724,700	\$ 470,700	\$ 5,148,200
Wastewater	43.45	3,429,000	422,000	728,100	469,000	5,048,100
Solid Waste	13.00	911,700	111,300	223,300	145,600	1,391,900
Total enterprise funds	98.90	\$ 7,861,400	\$ 965,400	\$ 1,676,100	\$ 1,085,300	\$ 11,588,200
Total all funds	947.18	\$ 90,878,600	\$ 14,409,300	\$ 14,993,500	\$ 11,514,900	\$ 127,123,500

TRUTH IN TAXATION HEARING NOTICE OF TAX INCREASE

IN COMPLIANCE WITH SECTION 42-17107, ARIZONA REVISED STATUTES, CITY OF GOODYEAR IS NOTIFYING ITS PROPERTY TAXPAYERS OF CITY OF GOODYEAR'S INTENTION TO RAISE ITS PRIMARY PROPERTY TAXES OVER LAST YEAR'S LEVEL. CITY OF GOODYEAR IS PROPOSING AN INCREASE IN PRIMARY PROPERTY TAXES OF \$258,247 OR 2%.

FOR EXAMPLE, THE PROPOSED TAX INCREASE WILL CAUSE CITY OF GOODYEAR'S PRIMARY PROPERTY TAXES ON A \$100,000 HOME TO BE \$96.17. WITHOUT THE PROPOSED TAX INCREASE, THE TOTAL TAXES THAT WOULD BE OWED ON A \$100,000 HOME WOULD HAVE BEEN \$94.28.

THIS PROPOSED INCREASE IS EXCLUSIVE OF INCREASED PRIMARY PROPERTY TAXES RECEIVED FROM NEW CONSTRUCTION. THE INCREASE IS ALSO EXCLUSIVE OF ANY CHANGES THAT MAY OCCUR FROM PROPERTY TAX LEVIES FOR VOTER APPROVED BONDED INDEBTEDNESS OR BUDGET AND TAX OVERRIDES.

ALL INTERESTED CITIZENS ARE INVITED TO ATTEND THE PUBLIC HEARING ON THE TAX INCREASE THAT IS SCHEDULED TO BE HELD **JUNE 12, 2023 5:00 P.M. AT 1900 NORTH CIVIC SQUARE, GOODYEAR CITY HALL COUNCIL CHAMBERS, ARIZONA, 85395.**

* Enter data in highlighted cells.

* Use calculated data in boxed cells in published notice.

Truth in Taxation Analysis

Calculation for Truth in Taxation Hearing Notice pursuant to A.R.S. § 42-17107

Actual current primary property tax levy: \$ 12,882,853
(line F.1. actual levy from prior year's final levy limit worksheet)

Net assessed valuation: (line C.4. from current year's worksheet) \$ 1,447,838,834

Value of new construction: \$ 81,451,261

Net assessed value minus new construction: \$ 1,366,387,573
(line B.4. from current year's levy limit worksheet)

MAXIMUM TAX RATE THAT CAN BE IMPOSED
WITHOUT A TRUTH IN TAXATION HEARING: \$ 0.9428

Growth in property tax levy capacity associated
with new construction: \$ 767,922

MAXIMUM PRIMARY PROPERTY TAX LEVY
WITHOUT A TRUTH IN TAXATION HEARING: \$ 13,650,225

Proposed primary property tax levy: \$ 13,923,866

Proposed increase in primary property tax levy,
exclusive of new construction \$ 258,247

Proposed percentage increase in primary
property tax levy: 2.00%

Proposed primary property tax rate: \$ 0.9617

Proposed increase in primary property tax rate: \$ 0.0189

Proposed primary property tax levy
on a home valued at \$100,000 \$ 96.17

Primary property tax levy on a home valued
at \$100,000 if the tax rate was not raised: \$ 94.28

Proposed primary property tax levy increase
on a home valued at \$100,000: \$ 1.89

Truth In Taxation Hearing, Notice Of Tax Increase

Post Date: 05/19/2023 03:25 PM



In compliance with section 42-17107, Arizona Revised Statutes, the city of Goodyear is notifying its property Taxpayers of the city of Goodyear's intention to raise its primary property taxes over last year's level. City of Goodyear is proposing an increase in primary property taxes of \$258,247 or 2%.

For example, the proposed tax increase will cause city of Goodyear's primary property taxes on a \$100,000 home to be \$96.17. Without the proposed tax increase, the total taxes that would be owed on a \$100,000 home would have been \$94.28.

This proposed increase is exclusive of increased primary property taxes received from new construction. The increase is also exclusive of any changes that may occur from property tax levies for voter approved bonded indebtedness or budget and tax overrides.

All interested citizens are invited to attend the public hearing on the tax increase that is scheduled to be held June 12, 2023 at 5:00 p.m. at:

Goodyear City Hall and Council Chambers
1900 North Civic Square
Goodyear, AZ
85395

The Truth in Taxation Notice will be published on May 26th and June 2nd in the Southwest Valley Republic.

FY2024 Final Budget Adoption



Truth In Taxation
June 12, 2023

Agenda for Public Hearing & Final Budget Adoption



- Open Public Hearing for Final FY2024 Budget & Truth In Taxation
 - Staff Presentation
 - Public Comment
- Close Public Hearing
- Approve Truth in Taxation Increase of \$258,247 by roll call vote
- Special Meeting to Approve FY2024 Budget follows regular meeting

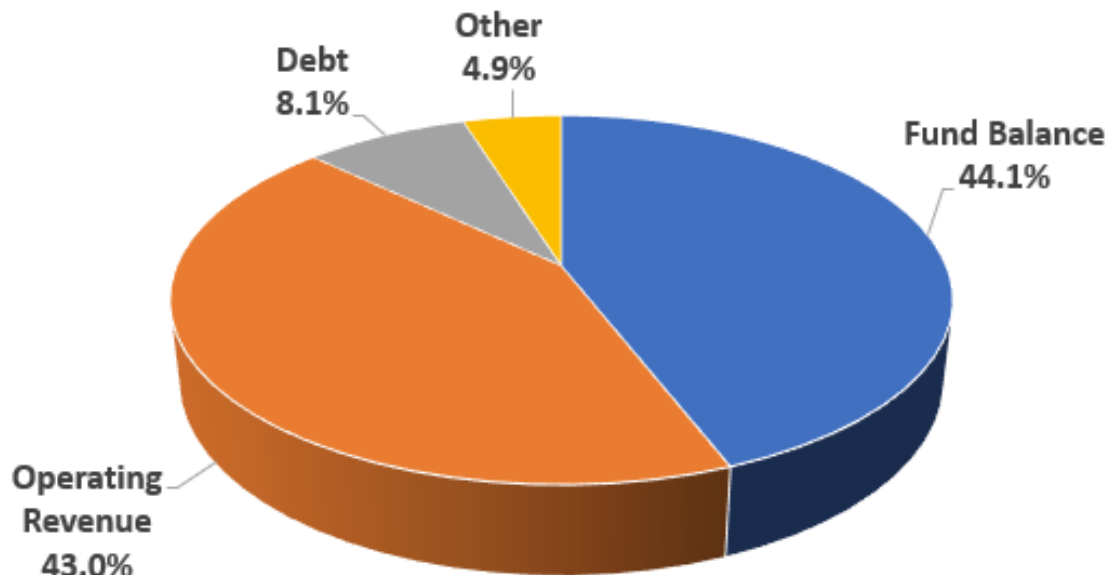
FY2024 Budget Overview

FY2024 Where the Money Comes From

All Funds



\$876.6 MILLION

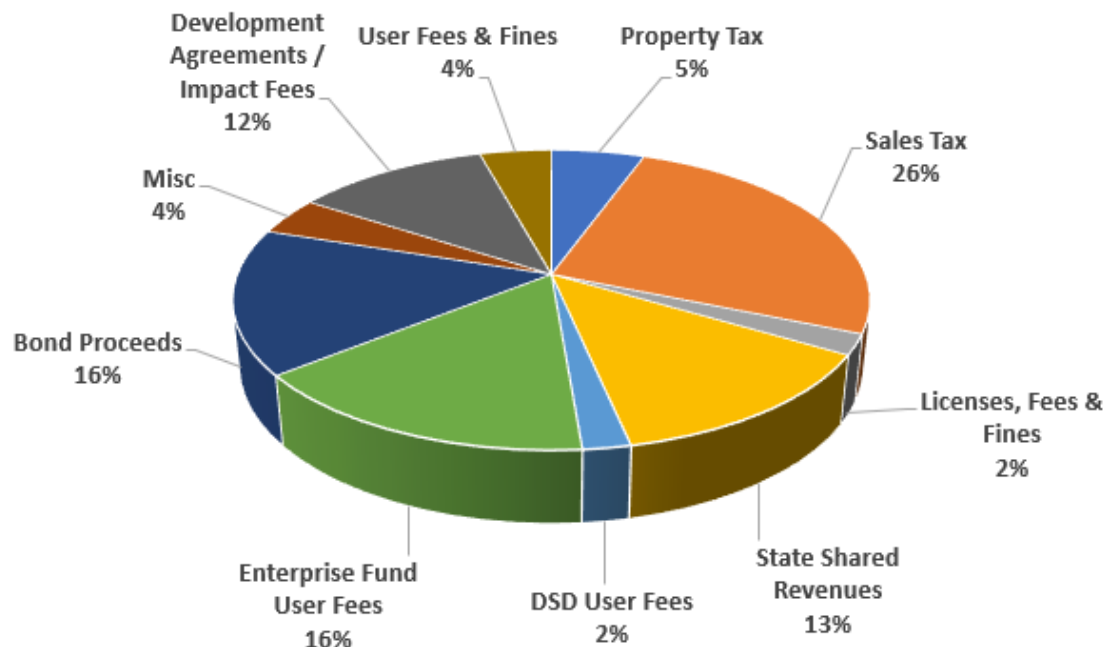


FY2024 Where the Money Comes From

All Funds



OPERATING REVENUE – \$490.2 MILLION

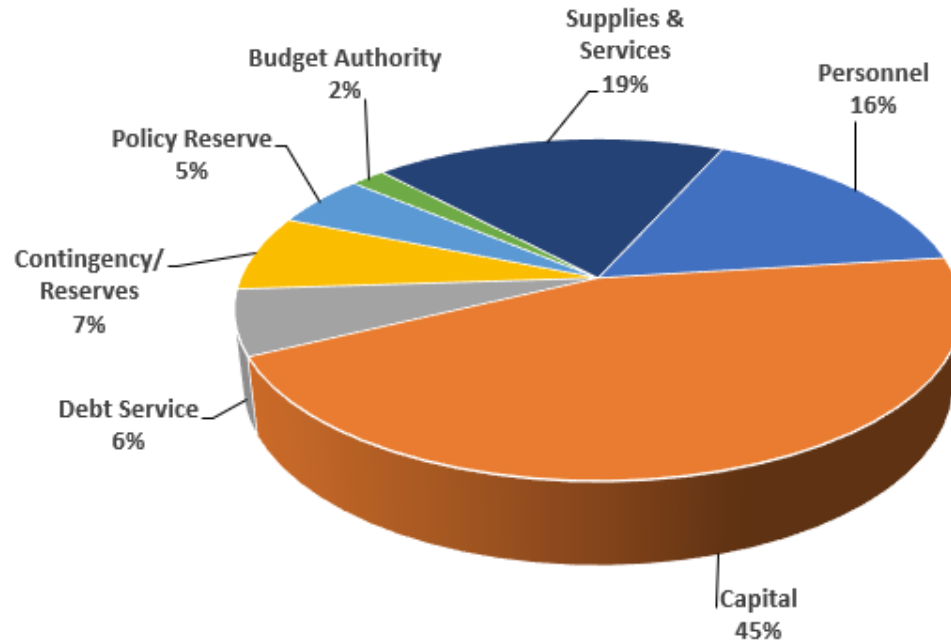


FY2024 Where the Money Goes

All Funds – by use



\$806.9 MILLION

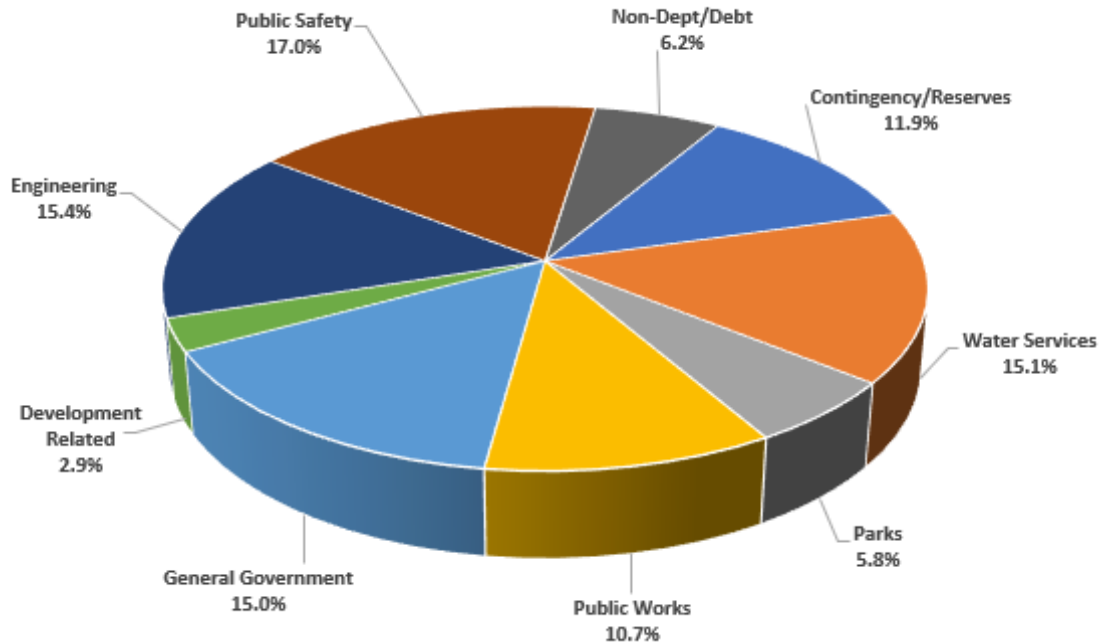


FY2024 Where the Money Goes

All Funds – by Department



\$806.9 MILLION



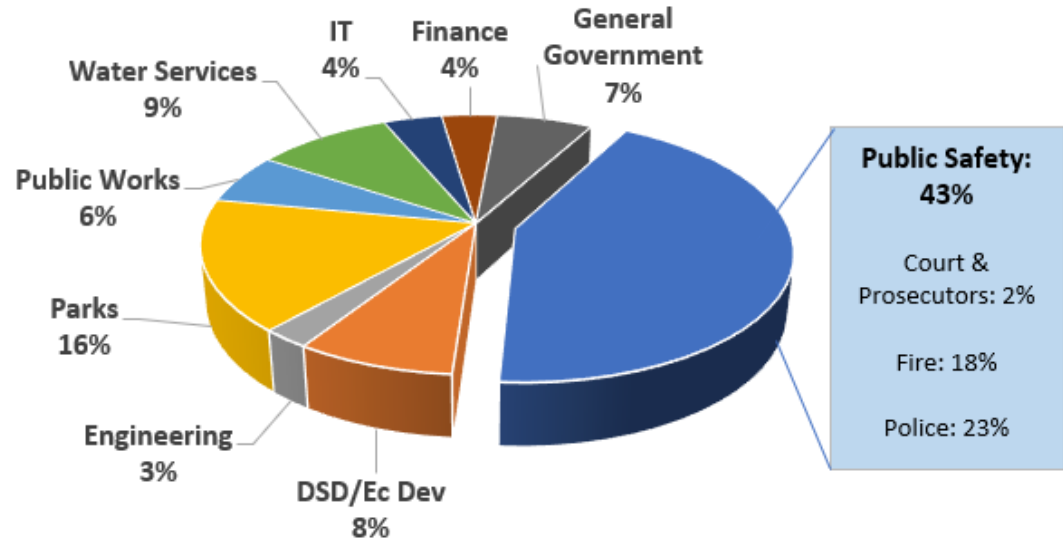


FY2024 Budget - Personnel

TOTAL AUTHORIZATION (947.18 FTE)

	<u>FY23</u>	<u>change</u>	<u>FY24</u>
City Manager's Office	16.00	2.00	18.00
Legal Services	15.00	2.00	17.00
Municipal Court	17.30	0.00	17.30
City Clerk's Office	7.00	0.00	7.00
Finance	35.00	1.00	36.00
Human Resources	17.97	0.53	18.50
Information Technology	36.00	2.00	38.00
Digital Communications	9.00	0.00	9.00
Fire	161.50	5.46	166.96
Police	205.55	11.50	217.05
Development Services	63.00	1.00	64.00
Economic Development	11.00	1.00	12.00
Engineering	22.00	1.00	23.00
Parks and Recreation	147.87	7.50	155.37
Public Works	53.00	6.00	59.00
Water Services	87.00	2.00	89.00
FTE's	904.2	42.99	947.18

FY2024 FTE's by Service Area

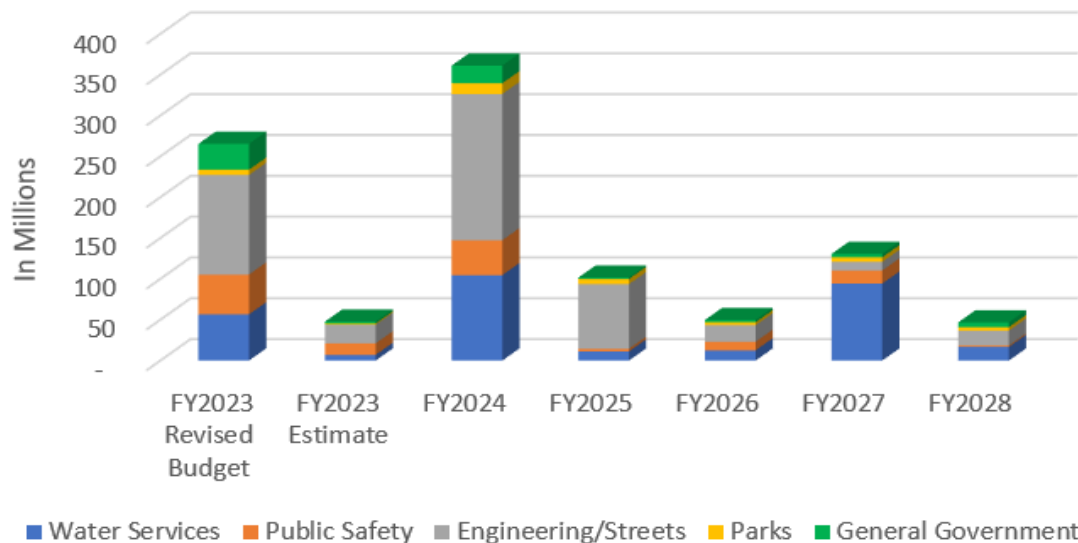


FY2024 Budget



CAPITAL IMPROVEMENT PLAN –FINAL \$689.9 MILLION

FY2024-2028 CIP by Department
(with FY2023)



The background of the slide is a close-up photograph of green grass blades covered in small, glistening dew droplets. The entire image is overlaid with a semi-transparent yellow filter, creating a warm, golden glow. The text 'Truth In Taxation' is centered in a bold, black, sans-serif font.

Truth In Taxation

Truth In Taxation



WHO GETS YOUR PROPERTY TAXES?



Truth In Taxation



PRIMARY PROPERTY TAX

- State Constitution limits annual levy increase to no more than 2%
- Truth In Taxation process required per A.R.S. 42-17107
- Truth in Taxation amount - \$258,247



Property Tax Rates and Levies

RATES ARE PER \$100 OF ASSESSED VALUATION

	FY2023 Assessed			FY2024 Assessed		
	Valuation	FY2023 Levy	FY2023 Rate*	Valuation	FY2024 Levy	FY2024 Rate*
Primary	1,293,848,816	12,882,853	\$ 0.9957	1,447,838,834	13,923,866	\$ 0.9617
Secondary	1,293,848,816	9,565,400	\$ 0.7393	1,447,838,834	11,196,100	\$ 0.7733
Totals		22,448,253	\$ 1.7350	2,895,677,668	25,119,966	\$ 1.7350

Goodyear Property Tax - \$100,000 home \$ **173.50**

Goodyear Property Tax - \$105,000 home (maximum 5% appreciation, \$8.68 per \$100,000 AV increase) \$ **182.18**

Goodyear Property Tax - \$219,387 Median Assessed Value for Goodyear Single Family Home: \$ **380.64**

Outreach and Notification Steps



- Truth in Taxation (statutory requirements)
 - May 19 – Press Release
 - May 26 - Newspaper Ad
 - June 2 - Newspaper Ad
- Budget Schedules (statutory requirements)
 - May 23 - Library; City Clerk; Website
 - May 26- Newspaper
 - June 2 - Newspaper

Next Steps



- Take public comment on FY2024 Truth in Taxation and Final Budget
- Close Public Hearing
- Approve Truth in Taxation Increase of \$258,247 by Roll Call Vote
- Budget to be adopted in Special Meeting

ITEM #: 10.
DATE: 06/12/2023
AI #:1534



CITY COUNCIL ACTION REPORT

SUBJECT: DEVELOPMENT AGREEMENT FOR BULLARD AVENUE IMPROVEMENTS

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

SUMMARY

The Development Agreement for Bullard Avenue Improvements is intended provide for reimbursements to the city for costs of improvements the city will be making to Bullard Avenue that the property owner is required construct and to obtain the property interests needed for the city to complete the improvements.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2320 APPROVING THE DEVELOPMENT AGREEMENT FOR BULLARD AVENUE IMPROVEMENTS WITH SQUAW PEAK GOODYEAR, LLC AN ARIZONA LIMITED LIABILITY COMPANY; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAID DEVELOPMENT AGREEMENT; PROVIDING AUTHORIZATION FOR FUTURE ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE. (Stephen Scinto, Director of Engineering)

FISCAL IMPACT

The city is undertaking a capital improvement project to eliminate scalloped streets along a section of Bullard Avenue, which is currently estimated to cost \$1.55 million. Pursuant to the terms of the proposed development agreement, the city will be reimbursed the actual costs the city incurs in constructing improvements to Bullard Avenue that the owner of the Property is required to construct subject to a maximum reimbursement of \$1,261.271.50. The difference between the total project cost and the maximum reimbursement is due to interim drainage improvements and median improvements that are contained in the total project, but not the responsibility of the developer.

BACKGROUND AND PREVIOUS ACTIONS

Squaw Peak Goodyear owns approximately 12 acres of land generally located at the southwest corner of Van Buren Street and Bullard Avenue (the "Property"). The Property was part of an approximate 95-acre parcel of land commonly known as Goodyear Airport Commons (the "Goodyear Airport Commons Property") that was re-zoned by ordinance 2019-1422 adopted by the Goodyear City Council on February 11, 2019. Under the terms of Ordinance 2019-1422, the owner(s) of the Goodyear Airport Commons Property are required to dedicate to the City right-of-way needed for the completion of the full half-street improvements to the west-half of the section of Bullard Avenue located within the Bullard Avenue alignment and public utility easement(s) ("PUE") along the frontage of Bullard Avenue and to construct full half-street improvements required for a major arterial for the section of Bullard Avenue fronting the Goodyear Airport Commons Property when the Goodyear Airport Commons Property develops and the improvements are to be constructed in substantial conformance with the design strategies as established within that certain document titled Bullard Avenue Corridor Design Treatment Strategies November 2018, which document was declared a public record by Resolution No. 2019-1927. The Goodyear Airport Commons Property was subsequently subdivided into three lots by that certain Minor Land Division for Goodyear Airport Commons.

The improvements to Bullard Avenue along the frontage of the Goodyear Airport Commons Property have been completed except for section of Bullard Avenue along the frontage of the Property and the city has received the dedications of right-of-way and the PUE from the other owners of the Goodyear Airport Commons Property except for the dedications required from the owner of the Property. The city is undertaking a capital improvement project to eliminate scalloped streets along a section of Bullard Avenue estimated to cost \$1.55 million (the "Bullard Avenue Widening Project") and will be constructing some of the improvements the owner of the Property is required to construct.

Staff had been prepared to pursue a Cost Recovery Resolution to obtain reimbursement for the costs of the Bullard Avenue Improvements from the owners of properties benefitted from the Bullard Avenue Improvements. Because the Property is the only private property benefitted by the Bullard Avenue Improvements, the City and the owner of the Property, Squaw Peak Goodyear, have agreed to enter this reimbursement agreement for Squaw Peak Goodyear's payment for the Bullard Avenue Improvements and dedication of the real property interests need to complete the improvements. Under the terms of the agreement, the Owner of the Property will reimburse the city the actual costs the city incurs in constructing improvements to Bullard Avenue that the owner of the Property is required to construct subject to a maximum reimbursement of \$1,261,271.50. The payment will be made prior the issuance of any construction permit for work within the Property.

STAFF ANALYSIS

City is recommending the approval of the Development Agreement for Bullard Avenue Improvements as it ensures the city will receive the real property interest that are required to be dedicated to the city under Ordinance 2019-1422 and that are needed for the completion of the Bullard Avenue Widening Project and provides for the reimbursement for the cost of the portion of the improvements the owner of the Property is responsible for constructing without having to resort to the cost recovery process.

Attachments

Bullard Ave Improvements DA

Bullard Ave Improvements Resolution

WHEN RECORDED, RETURN TO:
City of Goodyear, Arizona
Office of the City Clerk
1900 North Civic Square
Goodyear, Arizona 85395

DEVELOPMENT AGREEMENT FOR BULLARD AVENUE IMPROVEMENTS

This Development Agreement for Bullard Avenue Improvements is entered into by and between Squaw Peak Goodyear, LLC, an Arizona limited liability company (“Squaw Peak Goodyear”) and the City of Goodyear, an Arizona municipal corporation (the “City”). Squaw Peak Goodyear and the City are sometimes referred to individually as Party and collectively as Parties.

RECITALS

A. WHEREAS, Squaw Peak Goodyear owns approximately 12 acres of land generally located at the southwest corner of Van Buren Street and Bullard Avenue and as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

B. WHEREAS, the Property was part of an approximate 95-acre parcel of land commonly known as Goodyear Airport Commons that was re-zoned by ordinance 2019-1422 adopted by the Goodyear City Council on February 11, 2019 and subdivided into three lots by that certain Minor Land Division for Goodyear Airport Commons recorded on March 29, 2019 in the official records of the Maricopa County Recorder at Book 1450 of Maps Page 8 (Instrument 2019 0222179) (collectively the three lots are referred to as the “Goodyear Airport Property”).

C. WHEREAS, under the conditions/stipulations of approval of Ordinance 2019-1422, the owner(s) of the property subject to the ordinance, are required to dedicate to the City right-of-way needed for the completion of the improvements for the full half-street improvements to the west-half of the section of Bullard Avenue located within the Bullard Avenue alignment and public utility easement(s) (“PUE”) along the frontage of Bullard Avenue.

D. WHEREAS, under the conditions/stipulations of approval of Ordinance 2019-1422, the owner(s) of the property subject to the ordinance, are required to construct full half-street improvements required for a major arterial for the section of Bullard Avenue fronting the Goodyear Airport Commons Property when the Goodyear Airport Commons Property develops and the improvements are to be constructed in substantial conformance with the design strategies as established within that certain document titled Bullard Avenue Corridor Design Treatment

Strategies November 2018, which document was declared a public record by Resolution No. 2019-1927.

E. WHEREAS, under applicable Development Regulations, the owners of properties adjacent to public right of way are required to accept storm water flows from adjacent roadways and to provide the City with a drainage easement to accommodate such flows.

F. WHEREAS, the Goodyear City Council has expressed a desire to eliminate scalloped streets when financially feasible to do so, and as such, the City is desirous of completing the Bullard Avenue Improvements (defined below) before the Property is developed and the obligation to construct the Bullard Avenue Improvements is triggered under Ordinance 2019-1422.

G. WHEREAS, because the Property is the only private property benefitted by the Bullard Avenue Improvements, the City and Squaw Peak Goodyear have agreed to enter this reimbursement agreement for Squaw Peak Goodyear's payment for the Bullard Avenue Improvements rather than the City seeking cost recovery for the costs of the Bullard Avenue Improvements through the cost recovery process.

H. WHEREAS, Squaw Peak Goodyear and the City intend this document to be a Development Agreement within the meaning of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Parties hereby adopt and incorporate, as if fully set forth herein, the Recitals stated above.

2. **DEFINITIONS:** Capitalized Terms not defined elsewhere in this Agreement are defined as follows:

2.1. "Agreement" means this Development Agreement for Bullard Avenue Improvements by and between Squaw Peak Goodyear LLC, an Arizona limited liability company and the City of Goodyear, an Arizona municipal corporation, as it may be amended, restated and/or supplemented in writing from time to time, and all exhibits and schedules attached thereto.

2.2. "Bullard Avenue Improvements" means the improvements reflected in the preliminary plans a copy of which is attached hereto as Exhibit "B" and which is hereby referred to and incorporated herein by this reference as if fully set forth herein, which reflect the half-street

improvements required in the applicable Development Regulations for a major arterial for the west-half of the section of Bullard Avenue fronting the Property excluding landscaping required to be installed back of curb and any improvements necessitated by the development of the Property such as turn lanes, traffic signal and the like.

2.3. “Development Regulations” means all applicable laws, codes, ordinances, rules, regulations, standards, guidelines, conditions of approval, and the like governing the development of property within the City as they may be amended from time to time. This includes, by way of example but not limitation: the Building Codes and Regulations (currently Chapter 9 of the Goodyear City Code), the Subdivision Regulations adopted by the City of Goodyear (currently Chapter 15 of the Goodyear City Code), the City’s Zoning Ordinance, the City of Goodyear’s Design Guidelines Standards, the City of Goodyear Engineering Design Standards and Policies as they all may be adopted and amended from time to time; ordinances rezoning the Property, including stipulations and conditions of approval thereto; and stipulations; and conditions of approvals of approved preliminary and final plats for the Property.

2.4. “Successors and Assigns means any person or entity that succeeds to or is assigned any interest in all or part of the Property except any portion of the Property conveyed to the City.

3. **EFFECTIVE DATE.** The execution of this Agreement by the Parties and the approval of this Agreement by Resolution of the Goodyear City Council. This Agreement shall take effect upon the later of (i) the full execution of this Agreement by the Parties and (ii) the date the Resolution approving this Agreement becomes effective.

4. **EXPIRATION DATE.** This Agreement shall expire after the obligations of the Parties have been fully satisfied. Notwithstanding the foregoing, this Agreement may be terminated earlier upon the mutual agreement, in writing, executed by the Parties.

THE PARTIES OBLIGATIONS

5. **OWNER’S OBLIGATIONS.** Owner agrees as follows:

5.1. **DEDICATIONS.** If Owner has not previously done so, Owner shall dedicate to the City the following interests in the Property:

5.1.1. Right-of-way needed for the Bullard Avenue Improvements, which shall be dedicated in fee and in the form attached hereto as Exhibit “C”, which is hereby referred to and incorporated herein by this reference as if fully set forth herein.

5.1.2. A PUE generally located in the area reflected in Exhibit “D” attached hereto, which is hereby referred to and incorporated herein by this reference as if fully set forth herein.

5.1.3. A Temporary Drainage Easement generally located in the area reflected in Exhibit “E” attached hereto, which is hereby referred to and incorporated herein by this reference as if fully set forth herein.

5.1.4. A Temporary Construction Easements generally located in the areas reflected in Exhibit “F” attached hereto, which is hereby referred to and incorporated herein by this reference as if fully set forth herein.

5.2. IN-LIEU PAYMENT. Prior to the issuance of any construction permits for any work within the Property, Owner shall make an in-lieu payment for the cost of the Bullard Avenue Improvements as described herein and subject to the City’s satisfaction of the conditions set forth herein.

5.2.1. If the City has completed the construction of the Bullard Avenue Improvements prior to Owner’s request for a construction permit for any work within the Property, Owner shall remit to the City a payment for the actual costs the City incurs in constructing such improvements, which shall not exceed \$1,261,271.50, as reflected in the document titled Opinion of Maximum Probably Cost for West Property Cost Recovery Funds, a copy of which is attached hereto as Exhibit G (the “Estimated Maximum Probable Cost”). City shall provide Owner documentation establishing the actual costs the City incurred in the construction of the Bullard Avenue Improvements.

5.2.2. If the City has entered into a contract for the construction of the Bullard Avenue Improvements but the improvements have not been completed, Owner shall remit the Estimated Maximum Probable Cost of \$1,261,271.50 prior to the issuance of any construction permits for any work within the Property. Upon completion of the Bullard Avenue Improvements, the City shall provide Owner documentation establishing the actual costs the City incurred in the construction of the Bullard Avenue Improvements. If the actual costs the City incurred are less than the Estimated Maximum Probable Cost, the City shall reimburse Owner the difference between the Estimated Maximum Probable Cost and the actual costs of the Bullard Avenue Improvements.

5.3. COMPLETION OF BULLARD AVENUE IMPROVEMENTS. If the City constructs the Bullard Avenue Improvements as defined in this Agreement, Owner’s remaining obligations for the Bullard Avenue are as follows:

5.3.1. Owner shall install right-of-way improvements to the section of Bullard Avenue fronting the Property necessitated by the design and development of the Property, such as turn lanes, traffic signals and the like, and shall convey to the City, at no cost to the City, the additional right-of-way required for such improvements. The conveyances required herein shall be in fee, lien free and free of all encumbrances unless specifically agreed to by the City.

5.3.2. Owner shall install landscaping within the Bullard Avenue right-of-way located back of curb required by applicable Development Regulations for a major arterial for the west-half of the section of Bullard Avenue fronting the Property modified by the requirements

of condition of approval/stipulation 12 of Ordinance 2019-1422, which requires that the Property be developed in substantial conformance with the design strategies as established with that certain document title "Bullard Avenue Corridor Design Treatment Strategies 2018, which document was declared a public record by Resolution No. 2019-1927, three copies of which are on file with the City Clerk of the city of Goodyear and which is referred to and made a part hereof as if fully set forth in this Ordinance.

5.4. OBLIGATIONS IF CITY DOES NOT CONSTRUCT. If the City has not commenced construction of the Bullard Avenue Improvements as defined in this Agreement and has not entered into a contract for the construction of the Bullard Avenue Improvements, Owner shall be responsible for constructing all improvements, except for ½ of the required median and ½ the required median landscaping, needed for the completion of the full half-street improvements for the east half of the section of Bullard Avenue along the frontage of the Property required for a Major Arterial as set forth in the Engineering Design Standards in effect at the time of construction as modified by the requirements of condition of approval/stipulation 12 of Ordinance 2019-1422, which requires that the Property be developed in substantial conformance with the design strategies as established with that certain document title "Bullard Avenue Corridor Design Treatment Strategies 2018, which document was declared a public record by Resolution No. 2019-1927, three copies of which are on file with the City Clerk of the City of Goodyear and which is referred to and made a part hereof as if fully set forth in this Ordinance. If Owner is required to construct the improvements described in this Section 5.4, Owner shall make an in-lieu payment for ½ the cost of a full median and ½ the cost of full median landscaping. The in-lieu payment required herein shall be paid prior to the issuance of any construction permit for work within the Property and shall be based on the actual costs if already completed or the costs as estimated by the City Engineer or his/her designee.

5.5. CONDITIONS OF APPROVAL IN ORDINANCE 2019-1422. Owner shall be responsible for satisfying all other conditions of approval in Ordinance 2019-1422, including but not limited to, making the payment for the costs of the Van Buren Improvements described in condition of approval/stipulation 13 of Ordinance 2019-1422 as modified by the Development Agreement for the Reimbursement and Allocation of Cost Recovery Payment recorded in the Official Records of Maricopa County, Arizona on October 10, 2019 as Instrument Number 2019 0807081, and the contribution for the traffic signal at the intersection of Van Buren Street and Bullard Avenue as set forth in condition of approval/stipulation 14 of Ordinance 2019-1422.

GENERAL TERMS

6. REQUIREMENTS NOT ADDRESSED. The Parties acknowledge and agree that this Agreement addresses only certain issues with respect to the development of the Property and provides only those rights expressly set forth in this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Owner from constructing additional public or private infrastructure that may be required by Federal, State, County or City laws, ordinances, codes, rules, regulations, standards, guidelines, conditions of approval and the like, including by way of example but not limitation, infrastructure needed for drainage, internal roads,

and emergency access roads. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Owner from complying with the City's requirements concerning the development process, including by way of example but not limitation, complying with procedures and processes governing submission requirements for zoning, preliminary subdivision plats, final subdivision plats and/or site plans, and paying all applicable costs, permit fees, development fees, application fees, and taxes.

7. **FUTURE CONDITIONS and APPROVALS.** The Parties acknowledge and agree that this Agreement addresses only limited issues relative to the development of the Property and that the Agreement does not limit or preclude the City from imposing additional restrictions, requirements, contributions, conditions or the like for the development of the Property that may be allowed by law, unless expressly addressed herein. The Parties agree that nothing in this Agreement shall be deemed to require the City to grant any future administrative or legislative approvals related to the development of the Property that would be in addition to those approvals the City has already provided to the Property as of the Effective Date of this Agreement provided, however, such approvals have not already expired or been terminated, do not expire or terminate pursuant to the terms of this Agreement, or are not revoked or terminated because of a breach of this Agreement. Regardless of whether the action or payment is provided for in this Agreement, the Parties acknowledge and agree that the City is not required to undertake any action or make any payments if any federal, state, or local law requires formal action and approval by the City Council before undertaking such action or payment until the City Council has taken the required formal action and has approved the action or payment. The Parties agree that nothing in this Agreement shall affect the City's legislative authority to approve or deny zoning or other development related applications, including applications for preliminary and/or final plats and/or site plans, or the City's legislative authority to impose conditions on the development of the Property. Finally, the Parties agree that except as otherwise expressly provided herein, nothing in this Agreement shall restrict the Owner's rights to object to and pursue all legal remedies to obtain relief from any future conditions, stipulations, policies, procedures, resolutions or ordinances imposed by the City that Owner deems are illegal and/or beyond the scope of the City's statutory authority as applied to the Property.

8. **ENTIRE AGREEMENT.** This Agreement, constitute the sole and entire agreement between the Parties with respect to the matters covered herein and supersede any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between Parties and/or by or between any of the Parties and any third parties regarding the matters covered herein.

9. **AMENDMENTS.** This Agreement shall only be modified, amended or restated by a writing executed by the Owner and City. In order for an amendment of this Agreement to become effective, the Party seeking the amendment shall submit its proposed amendment in writing to the other Parties for review. To be effective, amendments shall be approved by the City Council, signed by the Parties and attached to this Agreement as an addendum. Amendments shall also be recorded in the Official Records of Maricopa County within ten (10) days after execution.

10. **NOTICES AND FILINGS.** Any and all notices, filings, approvals, consents or other communications required or permitted by this Agreement shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

City: City of Goodyear Attn: City Manager 1900 N. Civic Square Goodyear, Arizona 85395	Squaw Peak Goodyear, LLC: Squaw Peak Goodyear LLC Attn: Thomas Palmer, Manager 4231 E. Marlette Avenue Paradise Valley, Arizona 85253
copy to: City of Goodyear Attn: City Attorney 1900 N. Civic Square Goodyear, Arizona 85395	

or to any other addresses as any of the Parties hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communications shall be deemed to have been given as of the date of delivery if hand delivered, or as of twenty-four (24) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above.

11. **COVENANTS RUNNING WITH THE LAND.** The rights and duties under this Agreement shall be for the benefit of, and a burden upon, the Property, and they shall be covenants running with the land except the Parties hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants on any portion of the Property conveyed to the City.

12. **SUCCESSORS AND ASSIGNS.** The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their Successors and Assigns; provided, however, that Owner's rights and obligations hereunder may be assigned only upon prior written consent by the City, which shall not be unreasonably withheld, in whole or in part, by written instrument.

13. **NO AGENCY OR PARTNERSHIP.** Neither City nor Owner is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between the City and Owner.

14. **CONFLICTS OF INTEREST.** This Agreement is subject to the provisions of A.R.S. § 38-511, and may be terminated by the City in accordance with such provisions.

15. **DEFAULTS AND REMEDIES.** Any Party shall be in default under this Agreement (“Default”) if it fails to satisfy any term or condition as required under this Agreement within thirty (30) business days following written notice from the other Party (“Notice”); provided, however, that the Notice shall set forth the specific reasons for the determination that the Party has failed to satisfy any term of condition hereof. A Party shall not be in Default if the Party commences to cure any deficiencies within thirty (30) business days of receipt of Notice and cures such deficiencies within a reasonable time thereafter.

16. **NO WAIVER.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

17. **MEDIATION.** If a dispute arises out of or related to this Agreement, or breach thereof, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. The terms of this Section 17 shall survive the expiration or earlier termination of this Agreement.

18. **WAIVER OF JURY TRIAL.** **UNLESS EXPRESSLY PROHIBITED BY LAW, EACH OF THE CITY AND OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL.** The terms of this Section 18 waiving the right to a jury trial shall survive the expiration or earlier termination of this Agreement

19. **SECTION HEADINGS.** The section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

20. **FAIR INTERPRETATION.** The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this Section 20 shall survive the expiration or earlier termination of this Agreement.

21. **CHOICE OF LAW, VENUE, AND ATTORNEY'S FEES.** In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County. The terms of this Section 21 shall survive the expiration or earlier termination of this Agreement.

22. **SURVIVAL CLAUSE:** All provisions in this Agreement that logically ought to survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. This includes by way of example: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions; all limitation of remedies and damages provisions; all provisions waiving claims; and all provisions relieving any Party of liability for actions taken. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this Section 22 to other provisions in the Agreement.

23. **REPRESENTATIONS AND WARRANTIES OF OWNER.** As of the date of the execution of this Agreement, Owner represents and warrants the following:

23.1. **OWNERSHIP.** Squaw Peak Goodyear, LLC, an Arizona limited liability company is the owner of the Property and has the full right and authority to submit its interest in the Property to the obligations hereunder. Owner holds title free and clear of all liens other than liens for taxes not yet due and payable.

23.2. **AUTHORIZATION.** Owner is an Arizona limited liability company, qualified to do business in Arizona and in good standing; Owner (including the person signing for Owner) has the authority and the right to enter into this Agreement as authorized by the manager of Owner, and Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

23.3. **DUE DILIGENCE.** Owner reviewed this Agreement and reached its own conclusions as to the binding and enforceable nature thereof and all of the provisions contained therein, and has not relied on any representations or warranties of City other than those expressly provided in this Agreement.

24. **REPRESENTATIONS AND WARRANTIES OF CITY.** As of the Effective Date of this Agreement, the City represents and warrants the following:

24.1. **APPROVAL.** City has approved this Agreement at a duly held and noticed public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.

24.2. **AUTHORIZATION.** City agrees that the persons executing this Agreement on behalf of City have been duly authorized to do so.

25. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement provided however, Owner shall deliver an original to the City for recordation in the Official Records of Maricopa County.

26. **PAGE NUMBERING.** The page numbering of this document is exclusive of the Exhibits attached hereto.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this Agreement the Parties have caused this Agreement to be executed by their duly appointed representatives.

Signatures, Acknowledgments and Exhibits on Following Pages

OWNER:

Squaw Peak Goodyear LLC, an Arizona limited liability company

By: _____

Thomas P. Palmer

Its: Manager

State of Arizona)
)ss
County of Maricopa)

The Development Agreement for Bullard Avenue Improvements by and between Squaw Peak Goodyear LLC, an Arizona limited liability company and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this ____ day of _____, 2023, by Thomas P. Palmer, Manager of Squaw Peak Goodyear LLC, an Arizona limited liability company, and who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Squaw Peak Goodyear LLC, an Arizona limited liability company.

Notary Public

Signatures, Acknowledgments and Exhibits on Following Pages

CITY:

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____
Wynette Reed
Its: City Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The Development Agreement for Bullard Avenue Improvements by and between Squaw Peak Goodyear LLC, an Arizona limited liability company and the City of Goodyear, an Arizona municipal corporation was acknowledged before me this ____ day of _____, 2023, by Wynette Reed, the City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, for and on behalf thereof.

Notary Public

Attest:

Darcie McCracken, City Clerk

Approved as to Form:

Roric Massey, City Attorney

Exhibits on Following Pages

RESOLUTION NO. 2023-2320

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE DEVELOPMENT AGREEMENT FOR BULLARD AVENUE IMPROVEMENTS WITH SQUAW PEAK GOODYEAR, LLC AN ARIZONA LIMITED LIABILITY COMPANY; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE SAID DEVELOPMENT AGREEMENT; PROVIDING AUTHORIZATION FOR FUTURE ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Squaw Peak Goodyear, LLC (“Squaw Peak Goodyear”) owns approximately 12 acres of land generally located at the southwest corner of Van Buren Street and Bullard Avenue and as more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “Property”).

WHEREAS, the Property was part of an approximate 95-acre parcel of land commonly known as Goodyear Airport Commons that was re-zoned by ordinance 2019-1422 adopted by the Goodyear City Council on February 11, 2019 and subdivided the Property into three lots by certain Minor Land Division for Goodyear Airport Commons (collectively the three lots are referred to as the “Goodyear Airport Property”).

WHEREAS, the owner of the Property is required pursuant to certain conditions and stipulations of approval in Ordinance 2019-1422, to dedicate to the City right-of-way needed for the completion of the full half-street improvements to the west-half of the section of Bullard Avenue located within the Bullard Avenue alignment and public utility easement(s) (“PUE”) along the frontage of Bullard Avenue.

WHEREAS, under the conditions/stipulations of approval of Ordinance 2019-1422, the owner of the Property is required to construct full half-street improvements required for a major arterial for the section of Bullard Avenue fronting the Goodyear Airport Commons Property when the Goodyear Airport Commons Property develops and the improvements are to be constructed in substantial conformance with the design strategies as established within that certain document titled Bullard Avenue Corridor Design Treatment Strategies November 2018, which document was declared a public record by Resolution No. 2019-1927.

WHEREAS, under applicable Development Regulations, the owners of property adjacent to public right of way are required to accept storm water flows from adjacent roadways and to provide the City with a drainage easement to accommodate such flows.

WHEREAS, to eliminate scalloped streets, the city is undertaking a capital improvement to complete certain of the half-street improvements the owner of the Property is required to construct for the section of Bullard Avenue adjacent to the Property (the “Bullard Avenue Improvements”).

WHEREAS, city staff were prepared to pursue a Cost Recovery Resolution to obtain reimbursement for the costs of the Bullard Avenue Improvements from the owners of properties benefitted from the Bullard Avenue Improvements, but because the Property is the only private property benefitted by the Bullard Avenue Improvements, the City and the owner of the Property, Squaw Peak Goodyear, have agreed to enter this reimbursement agreement for Squaw Peak Goodyear’s payment for the Bullard Avenue Improvements.

WHEREAS, Squaw Peak Goodyear and the City intend this Development Agreement for Bullard Avenue Improvements to be a development agreement within the meaning of A.R.S. § 9-500.05

that binds Squaw Peak Goodyear and all future owners of all or any portion of the Property to its terms.

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

SECTION 1. The Mayor and Council of the City of Goodyear find the approval of the Development Agreement for Bullard Avenue Improvements by and between Squaw Peak Goodyear, LLC, an Arizona limited liability company and the City of Goodyear, an Arizona municipal corporation, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference, to be in the best interest of the City of Goodyear, and hereby approve the Development Agreement for Bullard Avenue Improvements.

SECTION 2. The City Manager or her designee is hereby authorized and directed to execute the Development Agreement for Bullard Avenue Improvements attached hereto as Exhibit B

SECTION 3. The City Manager or her designee is hereby authorized and directed to take any and all actions and to execute all the documents necessary to carry out the intent of this Resolution and the terms of the Development Agreement for Bullard Avenue Improvements, including authorizing the construction of any or all of the improvements identified in the Development Agreement for Bullard Avenue Improvements.

SECTION 4. This Resolution shall become effective as provided by law.

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

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney