



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, October 16, 2023

Immediately following the Work Session that begins at 5:00 p.m.

Mayor
Joe Pizzillo

Vice Mayor
Laura Kaino

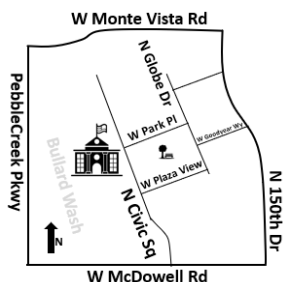
Councilmember
Sheri Lauritano

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 Work Session that begins at 5:00 p.m.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER CAMPBELL

APPOINTMENTS

**1. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES
RECOMMENDATION**

Approve the appointments and re-appointments to the Boards, Commissions and Committees. (Darcie McCracken, City Clerk)

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

**2. APPROVAL OF MINUTES
RECOMMENDATION**

Approve the September 22, 2023 Special Meeting draft minutes and the September 25, 2023 Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

**3. 2024 COUNCIL MEETING CALENDAR
RECOMMENDATION**

Approve the 2024 Council Meeting Calendar. (Darcie McCracken, City Clerk)

**4. APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR
OREGANO'S PIZZA BISTRO
RECOMMENDATION**

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 256315, a request by Steven David Dunsire, owner of Oregano's Pizza Bistro for a new series 12 liquor license. Oregano's Pizza Bistro is located at 15280 W McDowell Rd., Goodyear, AZ 85395. (Darcie McCracken, City Clerk)

5. **AUTHORIZATION OF EXPENDITURE OF CONSTRUCTION FUNDS FOR APPROVED CAPITAL IMPROVEMENT PROJECT #50050 – LOMA LINDA SITE IMPROVEMENTS**

RECOMMENDATION

Authorize the expenditure of funds for the Loma Linda Pool Improvement project in an amount not to exceed \$2,569,200. (Mike Beadle, Recreation Superintendent)

6. **DEDICATION OF RIGHT OF WAY FOR ROADWAY IMPROVEMENTS ON CITRUS ROAD**

RECOMMENDATION

1. Authorize the acceptance and execution of a Special Warranty Deed from Citrus Land, Inc., conveying right-of-way needed for roadway improvements on Citrus Road as required by the City of Goodyear for the Abel Ranch Development.

2. Authorize the acceptance and execution of a Special Warranty Deed from Southwest Next NEC Indian School and Citrus, LLC, conveying right-of-way needed for roadway improvements on Citrus Road as required by the City of Goodyear for the Abel Ranch Development. (Kevin Spicer, Real Estate Specialist)

7. **APPROVE BUDGET AMENDMENTS**

RECOMMENDATION

Approve budget amendments. (Ryan Bittle, Finance Manager)

8. **APPROVE EXPENDITURES TO REPLACE FIRE APPARATUS PUMPER UNITS 993, 994, AND 995, AND RELATED BUDGET TRANSFERS**

RECOMMENDATION

Approve budget amendments and authorize expenditure of funds from the Fleet Asset Management fund earmarked for FY2027 in FY2024 to place an early order for the replacement of Fire Apparatus units 993, 994, and 995. (Kevin Devery, Fleet Superintendent)

9. **ADOPT RESOLUTION AND RENEW INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN CITY OF GOODYEAR AND TOWN OF GUADALUPE FOR JUDICIAL SERVICES**

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2357 AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF GUADALUPE FOR JUDICIAL SERVICES FOR CASES FILED PRIOR TO JULY 1, 2020. (Crystal Whelan, Court Administrator)

10. **AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE CITY OF AVONDALE HUMAN TRAFFICKING TASK FORCE**

RECOMMENDATION

Authorize the City Manager or designee to execute the Amended and Restated Intergovernmental Agreement (IGA) with the City of Avondale's West Valley Human Trafficking Task Force which shall supersede the previously approved agreement. (Santiago Rodriguez, Chief of Police)

BUSINESS

11. **ADOPT LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENT PLAN; AND PROVIDE FOR AN EFFECTIVE DATE**

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2324 ADOPTING THE LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENTS PLAN (IIP), PROVIDING FOR CORRECTIONS, SEVERABILITY AND AN EFFECTIVE DATE. (Jared Askelson, Deputy Finance Director)

12. **EMPLOYMENT AGREEMENT FOR NEW PRESIDING MUNICIPAL JUDGE**
RECOMMENDATION

Approve Employment Agreement for new Presiding Municipal Judge. (Lyman Lockett, Human Resources Director)

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:

October 19, 2023	Council Retreat	8:30 a.m.
October 23, 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 10/11/2023 at 4:48 p.m. by PP.

ITEM #: 1.
DATE: 10/16/2023
AI #:1646



CITY COUNCIL ACTION REPORT

SUBJECT: APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

Approve the recommended appointments and re-appointments to Boards, Commissions and Committees to the terms listed.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the appointments and re-appointments to the Boards, Commissions and Committees.
(Darcie McCracken, City Clerk)

FISCAL IMPACT

There is no direct fiscal impact associated with these appointments.

BACKGROUND AND PREVIOUS ACTIONS

The City Council Subcommittee: Boards, Commissions and Committees met on September 12, 2023, and September 18, 2023. After review of the applications and interviews, the Subcommittee recommends the following appointments:

ARTS AND CULTURE COMMISSION

NAME	BEGINS	EXPIRES
Nancy Love	January 1, 2024	December 31, 2027
Kyoko Iwasaka (Alternate)	January 1, 2024	December 31, 2026

SELF-INSURED HEALTH TRUST BOARD

NAME	BEGINS	EXPIRES
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Wade Foster	October 17, 2023	October 16, 2026
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JUDICIAL ADVISORY COMMITTEE

NAME	BEGINS	EXPIRES
Ginny Boyle	October 17, 2023	October 16, 2025
Robert Jones	October 17, 2023	October 16, 2025

COUNCIL COMPENSATION COMMITTEE

NAME	BEGINS	EXPIRES
Paul Gioia	October 17, 2023	October 16, 2027
Kelly Kessler	October 17, 2023	October 16, 2027

PLANNING AND ZONING COMMISSION

NAME	BEGINS	EXPIRES
Jeremiah Smith	October 17, 2023	February 28, 2025

CITIZENS WATER ADVISORY COMMITTEE

NAME	BEGINS	EXPIRES
Lynette Keating	October 17, 2023	October 16, 2025
Elena Ross	October 17, 2023	October 16, 2025
Tracy Yran	October 17, 2023	October 16, 2025
Greg Brown	October 17, 2023	October 16, 2026
Robert Shirley	October 17, 2023	October 16, 2026
Sheri Trapp	October 17, 2023	October 16, 2026
Chad Gallegos	October 17, 2023	October 16, 2026
Teresa Kuleff (Alternate)	October 17, 2023	October 16, 2025
Rodie Purcell(Alternate)	October 17, 2023	October 16, 2025

ITEM #: 2.
DATE: 10/16/2023
AI #:1177



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the September 22, 2023 Special Meeting draft minutes and the September 25, 2023 Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

Attachments

September 22, 2023 Special Meeting
September 25, 2023 Regular Meeting

City Council Special Meeting

City Hall - Civic Square Conference Room 464
1900 N. Civic Square
Goodyear, AZ 85395



Monday, September 22, 2023

1:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 1:03 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 Present: City Manager Wynette Reed; City Attorney Roric Massey; Human Resources Director Lyman Lockett; Deputy City Clerk Corinne Ferguson

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): Discussion of personnel matters and interviews related to the Presiding Municipal Judge recruitment.

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 Brannon Hampton, Councilmember Vicki Gillis

Passed - Unanimously

The Council moved into Executive Session at 1:03 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 3:01 p.m.

RECONVENING OF SPECIAL MEETING

Mayor Pizzillo reconvened the Special Meeting at 3:01 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 3:02 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 September 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

City Council Regular Meeting

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



Monday, September 25, 2023

5:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the meeting to order at 5:00 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 Present: City Manager Wynette Reed; City Attorney Roric Massey; Deputy City Clerk Corinne Ferguson; Records Program Coordinator Kristen Benavidez

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER LAURITANO

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

A Goodyear resident, Bryan McCarty, shared his continued concerns regarding the noise created by increased training and operations at Goodyear Airport.

Mayor Pizzillo provided information on upcoming meetings with airport officials to discuss the concerns.

CONSENT

[The request for authorization of expenditure of construction and furniture, fixtures, and equipment (FF&E) funds for approved CIP Project #60105 - Goodyear Municipal Complex Tenant Improvements was removed from the Consent Agenda at the Council's request for additional information.]

Director of Engineering Steve Scinto summarized item #6, the 3-phase Capital Improvement Program Project, which included a request to authorize up to \$3,690,000 for tenant and site improvements at Goodyear Municipal Complex Building D in Phase 1.

The Council requested that larger projects be presented in smaller increments moving forward.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Brannon Hampton to APPROVE Consent Agenda items 1 through 5, 7,8, and 9. The 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

MOTION BY Councilmember Bill Stipp, SECONDED BY Vice Mayor Laura Kaino to APPROVE Consent Agenda item 6. The 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 September 8, 2023 Special Meeting draft minutes and September 11, 2023 Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

2. MAP OF DEDICATION FOR COMPASS DATACENTERS YUMA ROAD

RECOMMENDATION

Approve the Map of Dedication for Yuma Road, subject to stipulations. (Marty Crossland, Interim Deputy Director of Development Engineering)

3. AMEND CHAPTER 12 (SEWERS) OF THE GOODYEAR CITY CODE

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2337 DECLARING A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "AMENDING CHAPTER 12 (SEWERS) OF THE GOODYEAR CITY CODE."

2. ADOPT ORDINANCE NO. 2023-1583 AMENDING CHAPTER 12 (SEWERS) OF THE GOODYEAR CITY CODE TO AMEND AND REPLACE CHAPTER 12 IN ITS ENTIRETY; PROVIDING FOR CORRECTIONS; SEVERABILITY; PENALTIES AND AN EFFECTIVE DATE. (Todd Carpenter, Deputy Water Services Director and Barbara Chappell, Water Services Director)

4. AMEND CHAPTER 12A (SEWER PRETREATMENT) OF THE GOODYEAR CITY CODE

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2338 DECLARING A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "AMENDING CHAPTER 12A (SEWER PRETREATMENT) OF THE GOODYEAR CITY CODE."

2. ADOPT ORDINANCE NO. 2023-1584 AMENDING CHAPTER 12A (SEWER PRETREATMENT) OF THE GOODYEAR CITY CODE TO AMEND AND REPLACE IN ITS ENTIRETY; PROVIDING FOR CORRECTIONS; SEVERABILITY; PENALTIES AND AN EFFECTIVE DATE. (Todd Carpenter, Deputy Water Services Director and Barbara Chappell, Water Services Director)

5. **AMEND ARTICLE 14-11 (BACKFLOW CONTROL AND CROSS-CONNECTION PROGRAM) OF THE GOODYEAR CITY CODE**

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2023-2335 DECLARING AS PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "AMENDING ARTICLE 14-11 (BACKFLOW CONTROL AND CROSS-CONNECTION PROGRAM) OF THE GOODYEAR CITY CODE."

2. ADOPT ORDINANCE NO. 2023-1582 AMENDING ARTICLE 14-11 (BACKFLOW CONTROL AND CROSS-CONNECTION PROGRAM) OF THE GOODYEAR CITY CODE; PROVIDING FOR CORRECTIONS, SEVERABILITY, PENALTIES, AND AN EFFECTIVE DATE. (Todd Carpenter, Deputy Water Services Director and Barbara Chappell, Water Services Director)

6. **AUTHORIZATION OF EXPENDITURE OF CONSTRUCTION AND FURNITURE, FIXTURES, AND EQUIPMENT (FF&E) FUNDS FOR APPROVED CIP PROJECT #60105 – GOODYEAR MUNICIPAL COMPLEX TENANT IMPROVEMENTS**

RECOMMENDATION

Consider authorization for the expenditure of construction and furniture, fixtures, & equipment (FF&E) funds up to \$3,690,000 for Tenant and Site Improvements for Building D of Goodyear Municipal Complex (GMC) for Capital Improvement Program (CIP) Project #60105 - Goodyear Municipal Complex Tenant Improvements. (Tony Mena, Deputy Public Works Director and Allan Smolko, Senior Project Manager)

7. **WATER INFRASTRUCTURE AND FINANCE AUTHORITY (WIFA) GRANT APPLICATION TO DEPLOY SMART HOME WATER DEVICES FOR 500 WATER CUSTOMERS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2350 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR WATER INFRASTRUCTURE AND FINANCE AUTHORITY (WIFA) CONSERVATION FUNDS TO GOODYEAR WATER SERVICES, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Andrew Pirrone, Water Conservation Coordinator)

8. **RURAL AND TRIBAL ASSISTANCE PILOT PROGRAM GRANT AND RESOLUTION**

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2351 RATIFYING THE CONDITIONAL APPROVAL AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2023-2024 RURAL AND TRIBAL ASSISTANCE PILOT PROGRAM FUNDS TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT), AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Chris Bridges, Deputy Director of Engineering)

9. **DEVELOPMENT AGREEMENT FOR AIRPORT GATEWAY SOUTH**

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2354 APPROVING THE FORM OF A DEVELOPMENT AGREEMENT FOR AIRPORT GATEWAY SOUTH, CONDITIONALLY AUTHORIZING ITS EXECUTION, PROVIDING DIRECTION AND AUTHORIZATION, PROVIDING FOR THE TERMINATION OF THE APPROVALS AND AUTHORIZATIONS PROVIDED IN THE RESOLUTION; AND PROVIDING AN EFFECTIVE DATE. (Andy Granger, Deputy City Manager)

PUBLIC HEARINGS

10. **REZONE WEST OF THE SOUTHWEST CORNER OF ESTRELLA PARKWAY AND VAN BUREN STREET TO FINAL PAD WITH UNDERLYING MF-24 (MULTI-FAMILY) ZONING**

Mayor Pizzillo opened the Public Hearing at 5:16 p.m.

Planning Manager Steve Careccia presented the request for Leon Capital Group (LCG) at Estrella Parkway rezone to PAD with underlying (multifamily) MF-24. He stated the rezoning request is in the Land Use Plan's designated Business and Commerce area, which can include high-density residential locations; however, the site is currently zoned C-2. Mr. Carrecia continued, describing the three and four-story apartment buildings the applicant plans to construct on the property.

Mr. Careccia ended his presentation by providing the Planning and Zoning Commission's recommendation for denial based on meeting locational criteria, deviations for higher density and building height, increased traffic, and several additional concerns. He stated the staff recommendation is to approve the request, subject to stipulations included in the draft ordinance.

Brennan Ray with Burch & Cracchiolo, P.A. spoke on behalf of the applicant, stating the applicant is an award-winning developer who builds high-end, gated multifamily structures. Mr. Ray said the applicant considered several requests from staff and the community members of Hudson Commons, including the reduction from four to three-stories on another complex under construction. He added the development is designed with the Council's desire in mind for above-quality projects in the city, addressed the housing shortage within the city, and requested approval as recommended by staff.

Three citizen comment forms were received supporting the staff recommendation for rezoning, but they did not wish to speak.

Thirteen citizen comment forms were received supporting the Planning and Zoning Commission's recommendation to deny rezoning but did not wish to speak.

The following Goodyear residents spoke in opposition to the rezoning application request. Kevina Devereaux, Domino Prasky, Yusra Millenbaugh, Carol Whitaker, Eugene Habich, Jonathan Schurig, Andres Thimgana, Benjamin Zukowske, Robert Tremble, Christopher Lopez Dominguez. The residents provided concerns with lack of notification, affordability, the potential for increased and unmanageable traffic, the risk for criminal activity with a large population in a small area, over-crowding of schools, lack of adequate parking, loss of views and neighborhood appeal, and loss of privacy for the single-family residences immediately adjacent to the property.

Having no additional speakers, Mayor Pizzillo closed the Public Hearing at 6:10 p.m.

Council requested information on how many multifamily versus single-family residences are in the city and in comparison to neighboring cities, what the status is of streetlight installation in the proposed area, if the proposed developments' parking meets city standards, and if the schools were notified to allow for concerns with overcrowding to be voiced.

Development Services Director Christopher Baker answered there are approximately 19% multifamily within the city, which is similar to other West Valley cities and lower than the East Valley cities.

Director of Engineering Steve Scinto stated the I-10 and Estrella streetlight installation is 90% complete, and the Hudson and Estrella streetlight is scheduled to be done by the end of the fiscal year.

Planning Manager Steve Careccia advised the Council that the parking area meets city standards, and the schools were notified and acknowledged receipt. No comments were provided. He also provided information on the timing of the project and additional review processes as the project moves forward.

Council acknowledged the concerns of the neighbors who came to speak against the project and discussed the difficulty of developing the lot as a commercial development, how multifamily development drives commercial and entertainment development, how the Council requires high standards for the housing units so they are cohesive with the neighborhoods, and that the cost of living is not conducive for younger individuals and many teachers and public safety staff to live in Goodyear without other options than single family homes.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Bill Stipp to ACCEPT the Planning and Zoning Commission's recommendation to deny the request to rezone the property from final planned area development (PAD) with underlying C-2 (General Commercial) zoning to final PAD with underlying MF-24 (Multi-Family) zoning. The motion failed as follows:

AYE: Mayor Joe Pizzillo

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

Failed

MOTION BY Councilmember Brannon Hampton, SECONDED BY Councilmember Sheri Lauritano to ADOPT Resolution 2023-2349 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS INCORPORATED BY REFERENCE IN ORDINANCE 2023-1593 REZONING APPROXIMATELY 11.37 ACRES OF LAND LOCATED WEST OF THE SOUTHWEST CORNER OF ESTRELLA PARKWAY AND VAN BUREN STREET FROM FINAL PLANNED AREA DEVELOPMENT (PAD) WITH UNDERLYING C-2 (GENERAL COMMERCIAL) ZONING TO FINAL PAD WITH UNDERLYING MF-24 (MULTI-FAMILY) ZONING. A verbal vote was taken. The motion carried as follows:

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

NAY: **Mayor Joe Pizzillo**

Passed

MOTION BY Councilmember Brannon Hampton, SECONDED BY Councilmember Sheri Lauritano to ADOPT Ordinance 2023-1593 CONDITIONALLY REZONING APPROXIMATELY 11.37 ACRES OF LAND LOCATED WEST OF THE SOUTHWEST CORNER OF ESTRELLA PARKWAY AND VAN BUREN STREET FROM FINAL PLANNED AREA DEVELOPMENT (PAD) WITH UNDERLYING C-2 (GENERAL COMMERCIAL) ZONING TO FINAL PAD WITH UNDERLYING MF-24 (MULTI-FAMILY) ZONING; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. The Motion carried as follows:

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

NAY: **Mayor Joe Pizzillo**

Passed

Mayor Pizzillo called a ten-minute recess.

The Regular Meeting resumed at 7:23 p.m.

11. AMENDMENT TO THE ZONING ORDINANCE TO ESTABLISH A NEW BUSINESS PARK ZONING DISTRICT

Mayor Pizzillo opened the Public Hearing at 7:24 p.m.

Planning Manager Steve Careccia provided a brief overview of the request to amend provisions in Article 3-3 of the Goodyear Zoning Ordinance with the addition of a new Business Park District. He added how the proposed request meets the direction from the community and Council, establishing appropriate areas for the designation, supporting businesses and entertainment development, and maintaining aesthetically pleasing business fronts and transitional areas. The Planning and Zoning Commission recommendation was to approve the request.

Having no speakers, Mayor Pizzillo closed the Public Hearing at 7:29 p.m.

The Council thanked the staff for bringing the modification forward.

MOTION BY Councilmember Bill Stipp, SECONDED BY Vice Mayor Laura Kaino to ADOPT Resolution 2023-2345 DECLARING AS PUBLIC RECORD THAT CERTAIN DOCUMENT REFERRED TO AND INCORPORATED IN ORDINANCE NO. 2023-1592 FILED WITH THE CITY CLERK AMENDING PROVISIONS IN ARTICLE 3-3 (COMMERCIAL DISTRICTS) OF THE GOODYEAR ZONING ORDINANCE TO ADD A NEW BUSINESS PARK DISTRICT (BPD). The 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

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Sheri Lauritano to ADOPT Ordinance 2023-1592 AMENDING CITY OF GOODYEAR ZONING ORDINANCE ARTICLE 3-3 (COMMERCIAL DISTRICTS) TO ESTABLISH A NEW BUSINESS PARK ZONING DISTRICT (BPD); PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. The 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

12. **AMENDMENT TO ZONING ORDINANCE AND SUBDIVISION REGULATIONS RELATED TO FREEWAY SOUND ATTENUATION**

Mayor Pizzillo opened the Public Hearing at 7:32 p.m.

Planning Manager Steve Careccia provided a description of the zoning ordinance modification request. Mr. Careccia stated the modification brings the city ordinance up to date with the same requirements for maximum exterior noise levels as the Arizona Department of Transportation (ADOT). He continued noting that no comments were received and the Planning and Zoning Commission recommendation was to approve the request.

Mayor Pizzillo closed the Public Hearing at 7:33 p.m.

The Council questioned if the modification would address previous concerns with noise near the freeways.

Mr. Careccia informed the Council this would address new builds and provide consistency for developers with new projects.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Vicki Gillis to ADOPT Resolution 2023-2341 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AND INCORPORATED IN ORDINANCE 2023-1589 FILED WITH THE CITY CLERK AMENDING PROVISIONS IN THE GOODYEAR ZONING ORDINANCE AND THE SUBDIVISION REGULATIONS IN THE GOODYEAR CITY CODE RELATED TO NOISE ATTENUATION REQUIREMENTS NEAR FREEWAYS. The 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

MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Bill Stipp to ADOPT Ordinance 2023-1589 AMENDING CITY OF GOODYEAR ZONING ORDINANCE ARTICLE 2 (DEFINITIONS) AND ARTICLE 9-1 (FREEWAY DEVELOPMENT OVERLAY DISTRICT) AND CITY OF GOODYEAR CODE OF ORDINANCES CHAPTER 15 (SUBDIVISION REGULATIONS) TO ADD DEFINITIONS AND CHANGE THE EXTERIOR SOUND ATTENUATION REQUIREMENT FOR DWELLING UNITS AND NOISE SENSITIVE USES TO SIXTY-SEVEN (67) DECIBELS; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. The 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

13. USE PERMIT FOR A CONVENIENCE STORE AND FUEL STATION 23-300-00002 (LAKIN PARK CONVENIENCE STORE)

Mayor Pizzillo opened the Public Hearing at 7:36 p.m.

Contract Senior Planner David Williams introduced the applicant's request for a convenience store and gas station Use Permit at MC-85 and Cotton Lane. This area is primarily commercial, with one residential structure within 500 feet of the project. He continued by providing the proposal for the site, which includes a 24-hour convenience store, diesel fuel access, the ingress and egress to the property, and the stipulation to comply with the design criteria of the City Code.

Mayor Pizzillo closed the Public Hearing at 7:42 p.m.

The Council requested clarification regarding the property access, concerns with overnight parking, and how restrictions would be enforced.

Mr. Williams clarified that the full access entry was not included in the slide and that there are currently no restrictions in the plan.

With agreement from Councilmember Hampton, Councilmember Stipp modified the motion to include a stipulation prohibiting overnight parking.

The Council concluded the discussion by requesting a map of other commercial and residential uses in the area and stated the site is the most appropriate location to offer diesel fuel and that developers should consider encouraging the installation of electrical charging stations.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Brannon Hampton to APPROVE a Use Permit for a Convenience Use (Convenience Store with gas station) on an approximately 5.22-acre parcel located at the Southwest Corner of MC-85 and S. Cotton Lane (the "Property") to include a stipulation prohibiting overnight parking.

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

NAY: **Vice Mayor Laura Kaino**

Passed

14. **REZONE APPROXIMATELY 47.35 ACRES FROM PRELIMINARY PLANNED AREA DEVELOPMENT (PAD) TO I-1 (LIGHT INDUSTRIAL) WITH PAD OVERLAY**

Mayor Pizzillo opened the Public Hearing at 7:57 p.m.

Principal Planner Christian Williams briefly presented the rezoning application from preliminary planned area development to I-1 light industrial with stipulations for the property at Sarival and MC-85. He continued by providing a history of the area, including the location for State Route 30 and noted the Planning and Zoning Commission recommendation for approval.

Mayor Pizzillo closed the Public Hearing at 8:02 p.m.

The Council stated the project is suitable for the location and questioned how road improvements would be handled.

Mr. Williams confirmed the road is a County road, and the applicant must work with the County on any necessary improvements.

MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Brannon Hampton to ADOPT Resolution 2023-2329, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND INCORPORATED BY REFERENCE IN ORDINANCE NO. 2023-1577 FILED WITH THE CITY CLERK RELATED TO THE REZONING CASE FOR – SEC SARIVAL AND MC-85.2. The 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

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Bill Stipp to ADOPT Ordinance 2023-1577, CONDITIONALLY REZONING APPROXIMATELY 47.35 ACRES OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF SARIVAL AVENUE AND MARICOPA COUNTY HIGHWAY 85 TO BE KNOWN AS SEC SARIVAL AND MC-85; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. The 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. **REZONE APPROXIMATELY 47.09 ACRES FROM C-2 GENERAL COMMERCIAL AND AG- AGRICULTURE TO I-1 (LIGHT INDUSTRIAL) WITH PAD OVERLAY**

Mayor Pizzillo opened the Public Hearing at 8:07 p.m.

Principal Planner Christian Williams introduced a 47-acre rezoning request from C-2 to I-1 light industrial for property near Citrus and McDowell Road. He continued with information on the proposed use, which will create a new market center design to include an electric vehicle charging station, a gas station with a car wash, and enhancements that will allow for pedestrian access, landscape buffers, and high-quality design features.

Mr. Williams added that staff recommends stipulation B, included in the agenda attachments, which will modify the ordinance to allow the applicant to receive water services from the adjacent water provider and that the Planning and Zoning Commission recommendation was to approve with the proposed stipulation.

Mayor Pizzillo closed the Public Hearing at 8:11 p.m.

The Council requested clarification regarding the electric charging station and what the location would look like for users waiting for their vehicles.

On behalf of the applicant, Wendy Riddell clarified that the location is not designed like a standard gas station and requires reservations to access the charging facilities. She added that restrooms, a seating area, and vending machines would be available.

The Council supported the project and location and thanked the applicant for bringing it forward.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Brannon Hampton to ADOPT Resolution 2023-2331, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS REFERRED TO AND INCORPORATED BY REFERENCE IN ORDINANCE NO. 2023-1578 FILED WITH THE CITY CLERK RELATED TO THE REZONING CASE FOR – SEC CITRUS AND MCDOWELL. The 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

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Wally Campbell to ADOPT Ordinance 2023-1578, CONDITIONALLY REZONING APPROXIMATELY 47.09 ACRES OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF CITRUS ROAD AND MCDOWELL ROAD FROM C-2 (GENERAL COMMERCIAL) AND AGRICULTURAL (AG) TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF I-1 (LIGHT INDUSTRIAL) WITH PLANNED AREA DEVELOPMENT (PAD) OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE SUBJECT TO THE FOLLOWING AMENDMENTS: STIPULATIONS AS

FOLLOWS: Stipulation 14 is amended to read: "Owner shall construct, at Owner's sole cost and expense, all on-site and off-site infrastructure improvements determined by the City as being necessary to provide wastewater service to the Property, including the improvements identified in the sewer report as required by the EDSPM and the City during review of the Site Plan/ and or construction plans" and Section 1:C:1 will read "The Electric Vehicle charging facility that is to be constructed on all or part of the subject property shall have at the time of Temporary Certificate of Occupancy (TCO) a completed security and screening fence constructed in accordance with city requirements and shall be monitored 24 hours a day, 7 days a week." The 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

The Council requested the information regarding the airport concerns be provided as it becomes available before any meeting is held, that the Planning and Zoning Commission be invited to the presentation scheduled with Arizona State University (ASU), and congratulated the Communications Department on the three Digital Communications awards they received.

City Manager Wynette Reed provided an update stating the West Valley Mavericks were pleased with the Mavericks Roundup Event, adding that there were 13,000 in attendance, with 50 food truck vendors, two live bands, and a DJ.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

October 16, 2023

Council Meeting

5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 8:26 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 September 25, 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 #: 3.
DATE: 10/16/2023
AI #:1620



CITY COUNCIL ACTION REPORT

SUBJECT: 2024 COUNCIL MEETING CALENDAR

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

Staff is seeking approval of the 2024 Council Meeting Calendar.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management



Economic
Vitality



Sense of
Community

RECOMMENDATION

Approve the 2024 Council Meeting Calendar. (Darcie McCracken, City Clerk)

FISCAL IMPACT

No fiscal impact will result from approving the 2024 Council Meeting Calendar.

BACKGROUND AND PREVIOUS ACTIONS

The Council's Rules of Procedure, adopted by Resolution No. 2018-1789, require the adoption of a Council meeting calendar no later than November 1 of each year for the following year.

The Council meeting calendar touches each strategic plan focus area as it allows the city to conduct its business timely.

Attachments

Council Meeting Calendar - draft



2024 Council Meeting Calendar

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

JANUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY						
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				1	2	3
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18	19	20	21	22	23	24
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MARCH						
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24	25	26	27	28	29	30
31						

APRIL						
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28	29	30				

MAY						
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19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE						
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30						

JULY						
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28	29	30	31			

AUGUST						
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SEPTEMBER						
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29	30					

OCTOBER						
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20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
S	M	T	W	T	F	S
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DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- Work Session
- Council Meeting
- Council Recess
- Holiday/City Offices Closed (In Observance)
- Holiday (Federal Only)
- Election Days
- June 10 will need Special Meetings to adopt the Budget and for CFD
- NLC
- AZ League Conf
- City Mgr Annual
- Budget Adoption (Special Mtg?)

All Council Meetings are held on Monday's unless otherwise specified.

All Council Meeting nights begin at 5:00 p.m.

All Council Meetings are subject to additions, cancellations or changes to conduct the business of the city.

ITEM #: 4.
DATE: 10/16/2023
AI #:1669



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR
LICENSE FOR OREGANO'S PIZZA BISTRO**

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

Steven David Dunsire, Owner

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. 256315, a request by Steven David Dunsire, owner of Oregano's Pizza Bistro for a new series 12 liquor license. Oregano's Pizza Bistro is located at 15280 W McDowell Rd., Goodyear, AZ 85395. (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

Mr. Dunsire has applied for a new Series 12 liquor license for Oregano's Pizza Bistro. He is the new owner of Oregano's Pizza Bistro which is currently open for business and operating under an Interim Permit issued by the Arizona Department of Liquor Licenses and Control (DLLC). An Interim Permit allows an applicant to sell, serve and store liquor under an existing license of the same series at the same location while their new license is processed (A.R.S. § 4-203.01).

The City Clerk's office received the application from the DLLC on September 6th, 2023, and the Public Hearing notice was posted September 8th, 2023 to comply with the Arizona Revised Statutes §4-201(b). No petitions or protests from qualified persons 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:

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

STAFF ANALYSIS

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

The DLLC requires 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. All managers at the location have taken the Title 4 Basic & Management training and all servers are required to take Title 4 Basic within 30 days of hire. In addition to completing the required training, the manager will be on site during all business hours. The restaurant's training procedures and company policy call for carding anyone under 35 years of age.

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

State of Arizona
Department of Liquor Licenses and Control

Created 09/06/2023 @ 02:52:35 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	OREGANO'S PIZZA BISTRO		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	15280 W MCDOWELL ROAD GOODYEAR, AZ 85395 USA		
Mailing Address:	10135 E VIA LINDA DRIVE D124 SCOTTSDALE, AZ 85258 USA		
Phone:	(602)432-2002		
Alt. Phone:			
Email:	SDUNSIRE@OREGANOS.COM		

AGENT

Name:	STEVEN DAVID DUNSIRE
Gender:	Male
Correspondence Address:	10135 E VIA LINDA DRIVE D124 SCOTTSDALE, AZ 85258 USA
Phone:	(602)432-2002
Alt. Phone:	
Email:	SDUNSIRE@OREGANOS.COM

OWNER

Name: OREGANO'S AZ LLC
Contact Name: STEVEN DAVID DUNSIRE
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23551361 State of Incorporation: AZ
Incorporation Date: 07/06/2023
Correspondence Address: 10135 E VIA LINDA DRIVE
D124
SCOTTSDALE, AZ 85258
USA
Phone: (602)432-2002
Alt. Phone:
Email: SDUNSIRE@OREGANOS.COM

Officers / Stockholders

Name:	Title:	% Interest:
OREGANO'S USA LLC	CONTROLLING INTEREST	100.00
DILLON DART LANE	President	
MICHAEL WHELAN EDWARD	Treasurer/SECRETARY	
STEVEN DAVID DUNSIRE	Vice-President	

**BOBBY COX COMPANIES INC -
CEO/CONTROLLING**

Name: BOBBY DAN COX
Gender: Male
Correspondence Address: 10135 E VIA LINDA DRIVE
D124
SCOTTSDALE, AZ 85258
USA
Phone: (918)260-7401
Alt. Phone:
Email: BOBBY@BOBBYCOX.COM

BOBBY COX COMPANIES INC - Vice-President

Name: DILLON DART LANE
Gender: Male
Correspondence Address: 10135 E VIA LINDA DRIVE
D124
SCOTTSDALE, AZ 85258
USA
Phone: (817)999-0147
Alt. Phone:
Email: DILLON@BOBBYCOX.COM

**OREGANO'S AZ LLC - CONTROLLING
INTEREST**

Name: OREGANO'S USA LLC
Contact Name: STEVEN DAVID DUNSIRE
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 10135 E VIA LINDA DRIVE
D124
SCOTTSDALE, AZ 85258
USA
Phone: (602)432-2002
Alt. Phone:
Email: SDUNSIRE@OREGANOS.COM

OREGANO'S AZ LLC - Treasurer/SECRETARY

Name: MICHAEL WHELAN EDWARD
Gender: Male
Correspondence Address: 10135 E VIA LINDA DRIVE
D124
SCOTTSDALE, AZ 85258
USA
Phone: (918)260-7401
Alt. Phone:
Email: MWHELAN@BOBBYCOX.COM

**OREGANO'S USA LLC - CONTROLLING
INTEREST**

Name: BOBBY COX COMPANIES INC
Contact Name: STEVEN DAVID DUNSIRE
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 10135 E VIA LINDA DRIVE
D124
SCOTTSDALE, AZ 85258
USA
Phone: (602)432-2002
Alt. Phone:
Email: SDUNSIRE@OREGANOS.COM

OREGANO'S AZ LLC - President

Name: DILLON DART LANE
Gender: Male
Correspondence Address: 10135 E VIA LINDA DRIVE
D124
SCOTTSDALE, AZ 85258
USA
Phone: (817)999-0147
Alt. Phone:
Email: DILLON@BOBBYCOX.COM

OREGANO'S AZ LLC - Vice-President

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Gender: Male
Correspondence Address: 10135 E VIA LINDA DRIVE
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SCOTTSDALE, AZ 85258
USA
Phone: (602)432-2002
Alt. Phone:
Email: SDUNSIRE@OREGANOS.COM

BOBBY COX COMPANIES INC - CFO

Name: MICHAEL WHELAN EDWARD
Gender: Male
Correspondence Address: 10135 E VIA LINDA DRIVE
D124
SCOTTSDALE, AZ 85258
USA
Phone: (918)260-7401
Alt. Phone:
Email: MWHELAN@BOBBYCOX.COM

APPLICATION INFORMATION

Application Number: 256315
Application Type: New Application 
Created Date: 08/28/2023

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Tenant
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Landlord may terminate lease and hold tenant liable for payment for all rent
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$0.00

- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
Contiguous
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
Restaurant

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	Diagram.pdf	08/28/2023
INTERIM PERMIT (INP) NOTARY PAGE	Interim Notary Form.pdf	08/28/2023
MENU	AZ Menu.pdf	08/28/2023
QUESTIONNAIRE	EXECUTED - Premises Manager Questionnaire - Steve - 1016.pdf	08/28/2023
QUESTIONNAIRE	EXECUTED - AZ Agent Questionnaire -Dillon - 1016.pdf	08/28/2023
QUESTIONNAIRE	EXECUTED - AZ agent questionnaire - Whelan - 1016.pdf	08/28/2023
RESTAURANT OPERATION PLAN	Az Restaurant Operation Plan 1016.pdf	08/28/2023
RECORDS REQUIRED FOR AUDIT	EXECUTED - AZ Records for Audit (Steve).pdf	08/28/2023
	EXECUTED - AZ Agent Questionnaire (S. Dunsire) - 1016.pdf	08/31/2023
	EXECUTED - AZ Alien Status (S. Dunsire) - 1016.pdf	08/31/2023
	EXECUTED - AZ Agent Questionnaire (D. Lane) - 1016.pdf	08/31/2023
	Org Chart.pdf	08/31/2023

State of Arizona
Department of Liquor Licenses and Control

Created 09/06/2023 @ 02:54:39 PM

Local Governing Body Report

LICENSE

Number:	INP070024810	Type:	INP INTERIM PERMIT
Name:	OREGANO'S PIZZA BISTRO		
State:	Active		
Issue Date:	09/06/2023	Expiration Date:	12/20/2023
Original Issue Date:	09/06/2023		
Location:	15280 W MCDOWELL ROAD GOODYEAR, AZ 85395 USA		
Mailing Address:	10135 E VIA LINDA DRIVE D124 SCOTTSDALE, AZ 85258 USA		
Phone:	(602)432-2002		
Alt. Phone:			
Email:	SDUNSIRE@OREGANOS.COM		

AGENT

Name:	STEVEN DAVID DUNSIRE
Gender:	Male
Correspondence Address:	10135 E VIA LINDA DRIVE D124 SCOTTSDALE, AZ 85258 USA
Phone:	(602)432-2002
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Name: BOBBY COX COMPANIES INC
Contact Name: STEVEN DAVID DUNSIRE
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 10135 E VIA LINDA DRIVE
D124
SCOTTSDALE, AZ 85258
USA
Phone: (602)432-2002
Alt. Phone:
Email: SDUNSIRE@OREGANOS.COM

OREGANO'S AZ LLC - President

Name: DILLON DART LANE
Gender: Male
Correspondence Address: 10135 E VIA LINDA DRIVE
D124
SCOTTSDALE, AZ 85258
USA
Phone: (817)999-0147
Alt. Phone:
Email: DILLON@BOBBYCOX.COM

OREGANO'S AZ LLC - Vice-President

Name: STEVEN DAVID DUNSIRE
Gender: Male
Correspondence Address: 10135 E VIA LINDA DRIVE
D124
SCOTTSDALE, AZ 85258
USA
Phone: (602)432-2002
Alt. Phone:
Email: SDUNSIRE@OREGANOS.COM

BOBBY COX COMPANIES INC - CFO

Name: MICHAEL WHELAN EDWARD
Gender: Male
Correspondence Address: 10135 E VIA LINDA DRIVE
D124
SCOTTSDALE, AZ 85258
USA
Phone: (918)260-7401
Alt. Phone:
Email: MWHELAN@BOBBYCOX.COM

APPLICATION INFORMATION

Application Number: 256318
Application Type: New Application *DA*
Created Date: 08/28/2023

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location *1207A114*
- 2) Is the license currently in use? *Yes*
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page? *Yes*



Interim Permit (INP) Notary Page

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FOR DLIC USE ONLY

INP number:	INP0570024810
Date Approved:	9/6/23
Expiration:	12/20/23
CSR:	TA
Fee:	\$100.00

SECTION 5 page 2 of the license application

For approval of an Interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for, **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S. §4-203.01(A)

1. Enter license number currently at the location: 1207A114

2. Is the license currently in use? ☒ Yes ☐ No If no, how long has it been out of use? _____

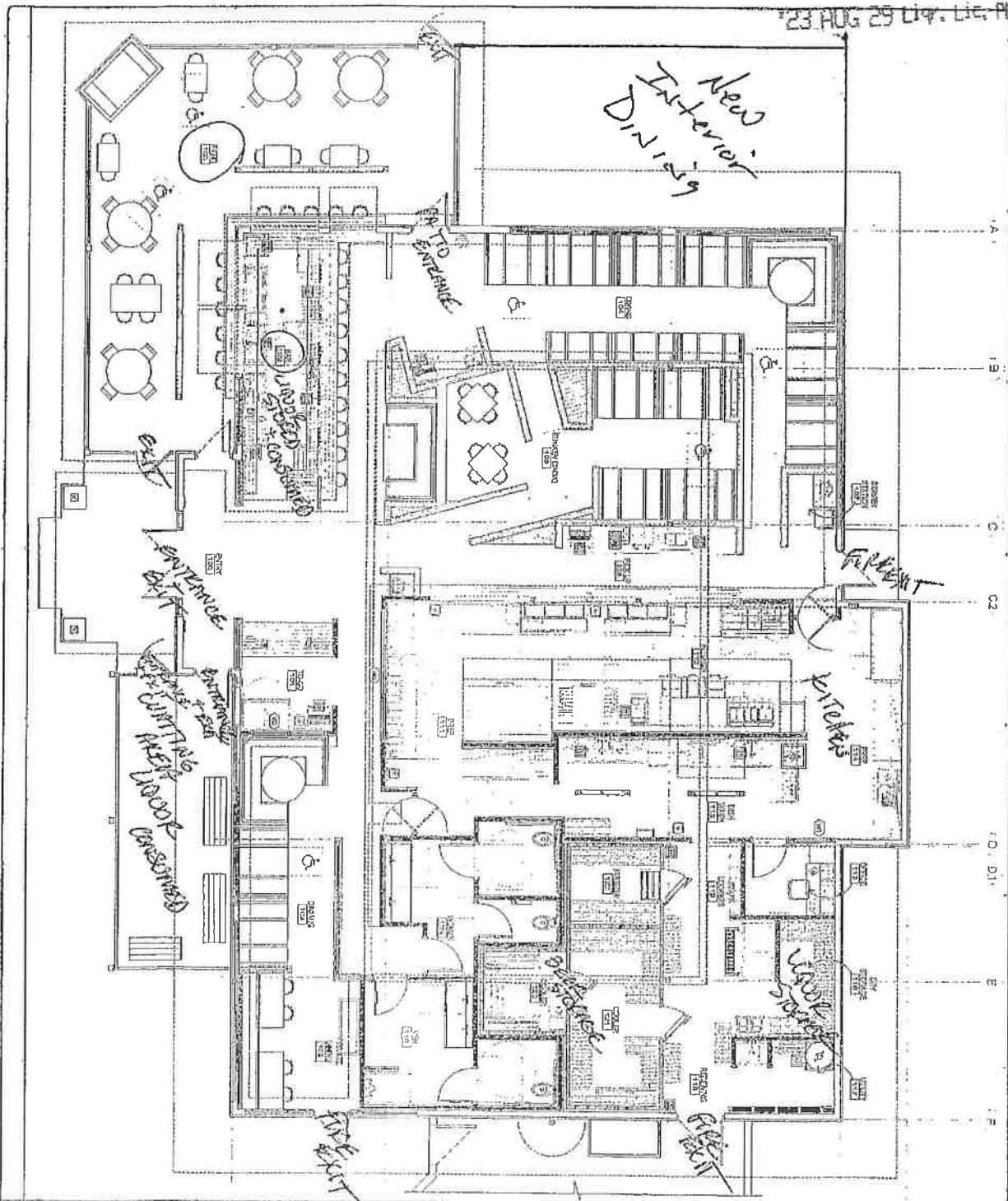
I, (Print Full Name) Mark Russell hereby declare that I am the Individual, Owner, Agent, or Controlling Person on the stated license and location.

Signature: [Signature] ←

State of <u>ARIZONA</u>	
County of <u>MARICOPA</u>	
Signed before me on this <u>20th</u> day of <u>July</u> 20 <u>23</u>	
Notary Signature <u>[Signature]</u>	
My commission expires on <u>4/29/2026</u>	

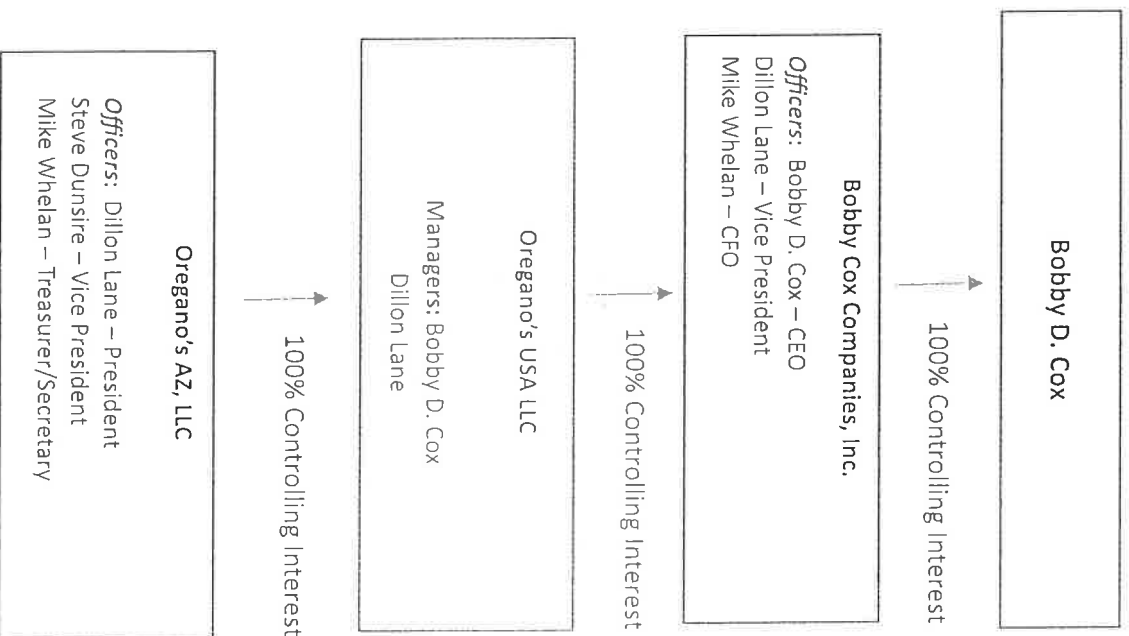
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Interior Sq. Ft. - 5055
 Exterior Patio - 800
 5855

NOTES:
 1. ALL DIMENSIONS ARE IN FEET AND INCHES.
 2. DIMENSIONS ARE APPROXIMATE.
 3. DIMENSIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.



23 SEP 6 11:47, LLC, RM 9119



RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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**

1. Name of restaurant (Please print): Oregano's Pizza Bistro

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	N/A
Oven	Middleby PS636G-2 Double; Baker's Pride Pizza Oven Y-800 Triple Stack;
Freezer	Delfield Reach-in Freezer 6125XL-S
Refrigerator	Randell Pizza Prep 84111N; Delfield Worktop 18672BUCM; Sandwich/Salad Prep 4472N-30M; Chef Base F2987C; 6076XL-S
Sink	Perlick Under bar 3-comp; under bar hand sink; Advance Tabco 3-comp kitchen sink; Hand Sinks
Dish Washing Facilities	Dish Machine hood & Fan; Clean and soiled dish tables; dish table sorting shelf
Food Preparation Counter (Dimensions)	Multiple 30", 48", 60", 72" work prep tables w/SS tops
Other	

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

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

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

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

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

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

a) Restaurant dining area of your premises: [154]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 0]

TOTAL [= 154]

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

8. Does your restaurant contain any **games, televisions, or any other entertainment**? ☒ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

10-12 TVs

9. Do you have live entertainment or dancing? ☐ YES ☒ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	19
Bartenders	6
Hostesses	4
Managers	4
Servers	16
Other (ToGo)	9
Other (Bussers)	2
Other (Dish)	5

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

Applicant Signature: Steve Dunsire



RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

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

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

Oregano's Pizza Bistro

1. Name of restaurant (Please print): Oregano's Pizza Bistro
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of **all** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets
11. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks

12. Tax Records

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

13. Payroll Records

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

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

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

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

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

Applicant Signature: Steven Dunsire

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

Oregano's

ITALIAN

The land of sky bl

A TRUE FAMILY TRADITION SINCE THE '50s

Back in the 50s my parents loved to entertain. On weekends, they would use every chair in the apartment, throw a large red and white checkered tablecloth over the dining room table and invite friends and family over for dinner. To an enthusiastic crowd, dad would serve his variations of time-honored family dishes as well as recipes he was developing, most of which received outstanding reviews. Dad's pasta dishes were fabulous, but his pizzas were the crowning achievement! My dad truly practiced his simple philosophy about life; the key to happiness is friends, good food and music.

They have since passed away, but their passion lives on in our hearts. They were well loved, thought of highly, and we miss them greatly.

Years later, I cleaned out their garage and found close to a thousand assorted plates, wine glasses, and silverware (none of which matched) that made me think he'd been collecting them for years in hopes of opening his own restaurant. I wish I had known.

He would be so proud of the many people who have become part of our Oregano's family and who share his belief in good food and service. We are all truly honored to have you here today! And just so you know, the antiques and Big Band music are a tribute to our wonderful life growing up in the 50s. A life we honor with a photo of my parents that adorns the front of every Oregano's restaurant.

On behalf of the entire
Oregano's family -
PLEASE enjoy yourself!

Mark S Russell

ORegaNo's

Your Neighborhood Italian Joint

DRINKS

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DRAFT BEER

Bud Light (cal 140/200)	6 / 8
Peroni Italian Lager (cal 170/290)	7 / 9
Dos Equis Lager (cal 190/280)	7 / 9
Blue Moon (cal 210/310)	7 / 9
Four Peaks Kilt Lifter (cal 270/390)	7 / 9
Local Rotating (Ask your server)	7 / 9

BOTTLED BEER

Budweiser (cal 145)	6
Coors Light (cal 102)	6
Miller Lite (cal 100)	6
Michelob Ultra (cal 100)	6
Stella Artois (cal 140)	7
Corona Extra (cal 150)	7
Birra Moretti (cal 150)	7
Mother Road Tower Station IPA (cal 330)	8
Heineken 0.0 N/A (cal 69)	6



RED WINE

Placido Chianti Italy (cal 150)	10.5 / 39
Canyon Road Cabernet California (cal 150)	10.5 / 39
Sterling Vineyards Cabernet Napa (cal 140)	11.5 / 43
Sycamore Lane Merlot California (cal 150)	10.50/39
McManis Pinot Noir Lodi (cal 150)	11.5 / 43
Whiplash Zinfandel Lodi (cal 160)	12 / 45
Charles & Charles Red Blend Washington (cal 150)	10 / 37
The Prisoner Red Blend Napa (cal 150)	16 / 60



WHITE WINE

Ecco Domani Pinot Grigio Italy (cal 150)	11 / 41
Canyon Road Chardonnay California (cal 160)	10.5 / 39
Rickshaw Chardonnay California (cal 150)	11 / 41
Snapdragon Riesling Sonoma (cal 140)	11 / 41
Beringer White Zinfandel California (cal 140)	10.5 / 39
Mirasou Moscato Central Coast (cal 140)	10.5 / 39
Kim Crawford Sauvignon Blanc Central Coast (cal 140)	14 / 53

ROSÉ & BUBBLES

Seaglass Rosé Monterey (cal 140)	11.5 / 43
Riunite Lambrusco Split Italy (cal 160)	9
La Marca Prosecco Split Italy (cal 160)	11

Cocktails



DIRTY MONKEY

Cruzan Mango Rum, Pama Pomegranate Liqueur and our tasty island juices. (cal 360) 11

THE BISTRO MULE

Ask for it Moscow, Mexican, Tennessee, London, or Jamaican style! (cal 200) 11

CLASSIC SANGRIAS

They've got enough zing to get you swingin' in your chair. Blanco or Rojo (cal 200) 11

PAIN RELIEVER

Captain Morgan Rum, cream of coconut, pineapple and orange juice with a dash of nutmeg on top. (cal 310) 11

The Original

GIBBILINI BELLINI

A swingin' frozen concoction sure to melt your thirst. Rum, champagne, chianti, peach schnapps and some secret ingredients. It's a classic! (cal 390) 11

GRANDPA JOE'S GREYHOUND

Deep Eddy Ruby Red Vodka and grapefruit juice make this old classic refreshingly new again. (cal 220) 11

BISTRO MARGARITAS

Made with 100% Blue Agave Camarena Tequila!
Anita Margarita (cal 290) 11
Mango Margarita (cal 300) 11
Prickly Pear Margarita (cal 300) 11

THE LONG ISLAND EXPRESS

New Amsterdam Vodka & Gin, Camarena Tequila, Cruzan Rum, and Triple Sec mixed with fresh squeezed lemon. (cal 310) 11

TWISTS

**REAL FRUIT,
NO ALCOHOL,**
& has for 'kids' of all ages!

These lemonade concoctions are full of flavor without the booze. (cal 250-270)

STRAWBERRY BOOGIE • MANGO TANGO • BISTRO BERRY TWIST

Add vodka or rum for just a little more!



TASTES

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SOMETHING to SHARE

BISTRO CALAMARI

We cook scrumptious strips of calamari, toss'm in garlic sauce and serve them with our house marinara for dipping. An Oregano's favorite, try 'em! (cal 850) 10.29

MOM'S MAC N' CHEESE

Spiral pasta, Alfredo sauce, blended chipotle peppers, and cheddar cheese topped with cotija cheese, bread crumbs, baked in a skillet, and served with our "south of the border" bread. Want it traditional style, just ask! (cal 1670) 8.29
Add bacon (cal 150) only .99

SIX PACK SHRIMP

Six BIG tail-on shrimp sautéed in a spicy chipotle garlic butter with a pinch of parsley. Served with our "south of the border" bread. (cal 900) 9.49

HUGE GUACA-TONY

A very tasty Italian guacamole made with basil, garlic, fresh avocado, red onions, and a little tomato all surrounded with our pizza crust chips. (cal 1880) 10.99

BOOM DIP

Named after our swingin' Kaboom Room, it's a concoction of spinach, artichokes and cheese served with our pizza crust chips for dipping. (cal 2170) 10.99

Italian FRIED ZUCCHINI

These skinny zucchinis are lightly battered and fried to a golden perfection. Served with a side of ranch for your dipping pleasure. (cal 1470) 9.99



Kick-Butt GARLIC BREAD

A family favorite, our garlic bread is a BIG tear-off loaf. (cal 800) 6.29
w/Cheese (cal 1430) 7.49
Side of homemade marinara (cal 60) .99

CHEESE CHOMPS

We coat Wisconsin cheese bites with breadcrumbs and cook them to golden perfection. Choose one of two house-made seasonings (Dry Rub or Garlic Parmesan) or have them plain Jane just the same! We include two of our tasty wing sauces for dipping. (cal 1200) 8.49

Jumbo WINGS

Bone-in or boneless! (cal 1190-1540) 16.99

BIG BUB'S DRY RUB
ITALIAN GOLD
MARVELOUS MEDIUM

PRETTY HOT
SWEET N' SPICY
YAHOO BBQ

Want homemade potato chips
with your wings? Just ask,
they're on the house! (cal 380)



SWAP
YOUR
SIDE

ITALIAN FRIED POTATOES
(cal 870) \$1.49
SWEET PO'S
(cal 840) \$1.99

SIDES

TWO HUGE MEATBALLS OR SAUSAGES

Served with marinara and cheese.
Meatballs (cal 720) 6.99
Sausages (cal 1500) 6.99

ITALIAN WEDDING SOUP

We mix pasta, fresh spinach and Italian meatballs in our delicious chicken broth. (cal 680) 8.99 Refills 1.99

BISTRO FRIES

A heaping portion of either our tasty Sweet Po's or waffle-shaped Italian Fried Potatoes
Italian Fried Potatoes (Cal 1720) 4.99
Sweet Po's (Cal 1680) 5.99

LOTS O' SPINACH OR BROCCOLI

Over a 1/2 lb. of tasty shrubs sautéed and seasoned for deliciousness. Spinach (cal 500) 6.99
Broccoli (cal 770) 6.99

SALADS

VINO BAMBINO

Batter up! Romaine tossed with Caesar dressing and a medley of tri-colored pasta, black olives, bell peppers, scallions, cilantro and pinto beans. Then topped with our wine-marinated chicken, red bell peppers, sun dried tomatoes and Parmesan. (cal 1630) 12.29

OREGANO'S FAVORITE

And soon to be yours! Romaine, roasted red peppers and spiced feta, combined with a medley of sun dried tomatoes, Kalamata olives, pine nuts and raisins. Tossed with honey vinaigrette and red onions. (cal 1010) 11.79 Add chicken (cal 330), just 4.99

THE ANTIPASTO THING

Loaded with Italian meats, Romaine, artichoke hearts, tomatoes, red peppers, red onions, pepperoncini, Italian cheese, and our cheese-tons. All tossed with Italian dressing. (cal 1480) 14.49

SIMPLE HOUSE SALAD

Romaine, red onion, cucumber, tomato, pepperoncini, homemade croutons and your choice of dressing. Big (cal 210) 7.99 Real Big (cal 280) 10.49 Add chicken (cal 330), just 4.99



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THE PABLO SALAD

Fajita chicken, Romaine, cotija, cheddar and our four cheese blend, mixed with cilantro, tomatoes and onion. Tossed in a slightly spicy chipotle ranch and topped with corn strips. (cal 1560) 13.49 Veg heads, try pinto beans instead of chicken (cal 1610)

JULIUS CAESAR SALAD

Romaine, Caesar dressing, homemade croutons and Parmesan. Big (cal 910) 10.29 Real Big (cal 1310) 12.49 Add chicken (cal 330), just 4.99

THE BIG BEEFSTRO SALAD

Lots of shaved ribeye, jalapeños, cotija cheese, tomatoes, spinach, Romaine, a little onion, cilantro, then tossed with our fat-free sweet serrano pepper dressing and topped with crispy onions. Moo. (cal 1290) 13.99

HOUSEMADE DRESSINGS

House Italian (cal 180), Ranch (cal 320), Blue Cheese (cal 340), Honey Vinaigrette (cal 340), Chipotle Ranch (cal 290), Balsamic Vinaigrette (cal 230), Caesar (cal 360), Fat-Free Sweet Serrano Pepper (cal 70)

SANDWICHES

Oven-Baked BEAUTIES

CHICK PARM SANDWICH

BIG chicken breast topped with our marinara, provolone and our four cheese blend, on an Italian roll rubbed with our garlic spread. (cal 2110) 13.29

THE MEATBALL SANDWICH

Three homemade meatballs nestled in an Italian roll, topped with marinara and provolone, then baked. (cal 1330) 12.49

THE ORIGINAL ITALIAN STUFFED

About a ½ lb. of pepperoni, capicola and salami on an Italian roll, topped with provolone and baked. Then we add lettuce, tomato, onion, green peppers, black olives and oil & vinegar sprinkled with dried oregano. (cal 1270) 12.29

OUR CHICAGO ITALIAN SAUSAGE

A big sausage link topped with melted provolone and served with a side of marinara...a bit hot and spicy. (cal 1100) 10.99



THE BIG BEEF SANDWICH

This spicy sandwich has a ½ lb. of shaved ribeye beef, roasted poblano peppers, caramelized onions, Havarti cheese and our chef's special sauce. (cal 1750) 14.29

We throw in our homemade potato chips (cal 380), and our o' slaw (cal 180).

Want traditional Chicago Giardiniera (cal 180)? Just ask!

Swap your side...

ITALIAN FRIED POTATOES (cal 370)

\$1.49

SWEET POT'S (cal 840)

\$1.99

THE TURKEY STUFFED

An Italian roll piled with oven-roasted turkey and provolone, then baked. We add lettuce, tomato, onion, green peppers, black olives and oil & vinegar sprinkled with dried oregano. Gobble. (cal 870) 11.29

VEGGIE STUFFED SANDWICH

Mozzarella cheese topped with pinto beans, spinach, sliced tomatoes, avocado, roasted red peppers and onions, and sliced mushroom with our house balsamic glaze on a chipotle garlic ciabatta bun. (cal 890) 10.99

CIABATTA BINC CIABATTA BOOM

Two huge chicken breasts topped with fresh tomatoes, melted mozzarella, roasted red peppers, fresh basil, and our house balsamic glaze on a chipotle garlic ciabatta bun. (cal 850) 13.29

PASTA

Specialties

WITH LOVE from DAD'S KITCHEN

All pasta dishes are served with a hunk of garlic bread (cal 270).



TWO LARGE MEATBALLS, 3.99
LOTS O'CHICKEN, 4.99
TWO HUGE SAUSAGES, 5.99
(cal 330-1260)

THE ORIGINAL BOLLO PASTA

It's pronounced "Bowl O' Pasta" and it's a neighborhood favorite. Our delicious angel hair topped with marinara sauce. (cal 920) All you can eat! 11.29
Choose meat sauce (cal 1150), add only 1.59

HAKUNA PICCATA

Two large chicken breasts lightly breaded and baked to perfection, served over fettuccini with a delicious lemon butter sauce and those cool little capers. Try this and have no worries for the rest of your night. (cal 1950) 14.79

THE COOP DE VILLE JUMBO CHICK PARM

HUGE all-natural chicken breast served on a bed of fettuccine and topped with our homemade marinara, provolone and our four cheese blend. (cal 2140) 15.99

SHRIMPY CAPRESE

This shrimp dish is anything but small! We start with 6 HUGE, tail-on shrimp layered over spaghetti, then finish with melted mozzarella, parmesan cheese, basil and tomatoes in our aromatic garlic sauce. (cal 1380)
19.99 (shrimp) / 17.29 (chicken)

RAGIN' CAJUN CHICKEN PASTA

We cook an all-natural, lightly breaded chicken breast to perfection, then mix with mushrooms, green peppers, roasted red peppers, caramelized onions, and our house Cajun seasoning and house sauces. We top with a sprinkle of cotija cheese and Pico de Gallo. (cal 1830) 15.49

El Diablo

SHRIMP PASTA



We toss nearly a 1/2 lb. of BIG tail-on shrimp in our spicy chipotle cream sauce and mix with fettuccine pasta, cotija cheese and Pico de Gallo. (cal 1300) 19.99
Want chicken instead? (cal 1610) 17.29

ZANY ZITI

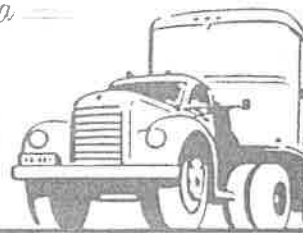
Penne pasta, meat sauce, and four Italian cheeses. Topped with Wisconsin cheese, baked in a bread bowl and sprinkled with oregano. Get crazy! (cal 2060) 14.49

STUFFED RICA TONY

These tubular rigatoni are hand stuffed with our fresh ricotta cheese and Oregano's herbs, and covered with a slightly creamy meat sauce. It's finished with shredded Parmesan. (cal 1030) 13.99

BIG RIC *Pasta*

A huge bowl of rigatoni pasta covered with a tasty tomato chipotle cream sauce, chopped basil, diced tomatoes, Parmesan and a slightly spicy finish. (cal 1330) 14.29



ALFREDO the DARK



A crowd favorite! We mix Poblanos, cream, a special blend of Southwest cheeses and sauté with spiral pasta. We top it with diced tomatoes, cotija cheese, a jalapeño and our "south of the border" bread. (cal 1660) 14.29

ITALIAN FLAG LASAGNA

You'll be standing at attention when we raise this flag. We stuff fresh pasta with our meat sauce, a bit of spinach, Italian cheeses and top with marinara, then bake to perfection. Made fresh daily, so served until there ain't no more! (cal 1190) 15.29

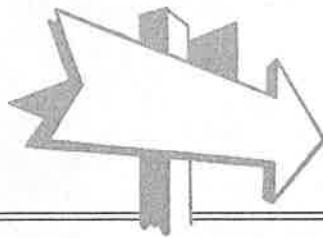
LADY IS A SCAMPI

We take nearly a 1/2 lb. of BIG, tail-on shrimp and mix it with spiral pasta, diced tomatoes, fresh cilantro, and imported Parmesan cheese, in our chipotle garlic sauce. (cal 1340) 19.99
Want chicken instead? (cal 1640) 17.29

PIZZA

We do it
**CHICAGO
STYLE**

23 AUG 29 Lit. Lic. PM 1 14



*What's your
preference?*

THIN CRUST

Try our Chicago Thin Crust Pizza,
it's made with REAL Wisconsin
cheese and custom cut into squares.

14"

12 slices

16⁴⁹

(cal/slice 170)

Add
Toppings

2⁹⁹
each

18"

21 slices

19⁴⁹

(cal/slice 130)

Add
Toppings

3²⁹
each

PAN

12"

8 slices

16⁷⁹

(cal/slice 570)

Add
Toppings

2⁹⁹
each

This classic is hand-tossed and baked for a light, flaky crust and topped
with REAL Wisconsin cheese (not the fake stuff!), tomatoes and a few
shakes of oregano. Add your own toppings!

Toppings

(cal/topping 0-370)

Artichoke	Fresh Basil	Onions	Roasted Red Peppers
Bacon	Fresh Mozzarella	Pepperoncinis	Salami
Black Olives	Green Olives	Pepperoni	Sausage
Canadian Bacon	Green Peppers	Pineapple	Sliced Tomatoes
Caramelized Red Onions	Kalamata Olives	Red Onions	Spiced Feta Cheese
Chicken	Meatballs	Roasted Garlic	Spinach
	Mushrooms	Roasted Jalapeños	Sun Dried Tomatoes

THIN CRUST

Specialties

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AUNT MARCHERITA PIZZA

Our signature thin crust is lightly sauced and topped with fresh mozzarella, sliced tomatoes and basil. (cal/slice 130 / 110) 14" 19.29 / 18" 23.29

LAWRENCE'S ORIGINAL

Spinach, mushrooms, roasted garlic and Wisconsin cheese combine to make an absolute HIT! He loved it and you will, too! (cal/slice 140 / 130) 14" 19.29 / 18" 23.29

BISTRO CLASSIC

This white pizza is brushed with garlic sauce, dusted with Parmesan and topped with tomatoes, diced red onion, thinly sliced basil, and four Italian cheeses. (cal/slice 150 / 140) 14" 18.99 / 18" 22.99

OREGANO'S OWN PESTO PIZZA

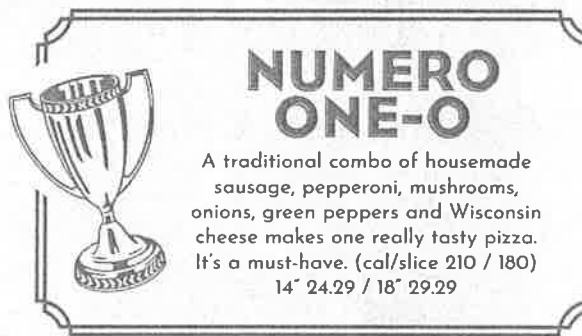
We spread basil pesto on a fresh, thin crust, then top it with ripe tomatoes and Wisconsin cheese. (cal/slice 150 / 140) 14" 19.29 / 18" 23.29
Try it with our chicken or sausage for a little extra dough!

CLARK STREET MEAT PIZZA

It's loaded with our Chicago sausage, capicola, salami, oregano, chili flakes, Parmesan, Parmo and Wisconsin cheeses, then finished with fresh basil. (cal/slice 210 / 190) 14" 24.29 / 18" 29.29

THE YAHOO BARBECUE CHICKEN PIZZA

We pile on our tasty chicken (what else?), cotija, cheddar and Wisconsin cheeses, red onions, scallions, diced tomatoes, and Oregano's own BBQ sauce. This pizza will leave a mark on you. (cal/slice 190 / 160) 14" 22.29 / 18" 27.29



KIDS

None of this
"KID AT HEART"
Business

CHICKEN

in a basket
(cal 420)

Want homemade potato chips with your wings? Just ask they're on the house! (cal 380)

Only \$6.49

Kid SLICE

Only \$3.99

Cheese Pizza (cal 360)

Add toppings (cal 380)

Only \$3.99

PASTA

Choose a noodle
(cal 400-420)

Angel Hair
Penne
Corkscrew
Cheese Ravioli

Pick a sauce

Butter or Marinara (cal 200/40)
Swap Meat Sauce (cal 110) .79¢

or try

Mac & Cheese (cal 790)

Only \$5.99

* Extras *

SLICED ORANGES
(cal 60)

Only \$5.99

CHICKEN
(cal 160)

MEATBALL
(cal 240)

BROCCOLI
(cal 50)

Only \$9.99

DRINK Included!

MOTT'S APPLE JUICE
(cal 50)

MILK
(cal 220)

CHOCOLATE MILK
(cal 280)

ASSORTED SOFT DRINKS
(cal 0-290)

the MIDDAY RUSH

MONDAY through FRIDAY - 11AM to 3PM

CAESAR SALAD

Choose Your
ADD-ON
Only 3.99

HOUSE SALAD

Mini PAN PIZZA BUILD YOUR OWN

Our famous pan pizza comes lunch-sized with a light and flaky crust and is topped with REAL Wisconsin cheese, tomatoes and a few shakes of oregano. (cal 1090)

Add up to any 2 toppings
(cal/topping 0-370)

Only
\$9.49

HECKUYA Slice

A BIG slice of our Chicago style thin crust pizza covered with cheese. Did we mention it's big?! (cal 710)

Add toppings
(cal/topping 0-370)
for only .99 each

Only
\$4.49

Lunchbox COMBO

HECKUYA SLICE AND A SALAD

Kick it up a notch with a Two-topping Heckuva slice and a side Caesar or house salad.

Only
\$10.29

SALADS

OREGANO'S FAVORITE

Romaine, roasted red peppers and spiced feta, combined with a medley of sun dried tomatoes, Kalamata olives, pine nuts and raisins. Tossed with honey vinaigrette and red onions. (cal 680) 9.99 Add chicken (cal 330) 4.99

JULIUS' CHICKEN CAESAR

Romaine, Caesar dressing, homemade croutons and Parmesan (cal 1290) 10.79

THE PABLO SALAD

Fajita chicken, Romaine, cotija, cheddar and our four cheese blend, mixed with cilantro, tomatoes and onion. Tossed in a slightly spicy chipotle ranch and topped with corn strips. (cal 860) 10.29

THE ANTIPASTO THING

Loaded with Italian meats, Romaine, artichoke hearts, tomatoes, red peppers, red onions, pepperoncini, Italian cheese, and our cheese-toms. All tossed with Italian dressing. (cal 1020) 9.99

PASTAS

Add TWO MEATBALLS 3.99, LOTS O'CHICKEN 4.99,
TWO SAUSAGES 5.99 (cal 330-1260)

*If you only want
one, just ask!*

BOLLO PASTA All You Can Eat!

Our delicious angel hair topped with Oregano's homemade marinara sauce (cal 920) 8.59
Choose meat sauce (cal 1150), add only 1.59

BIG RIC PASTA

Rigatoni pasta covered with a tomato chipotle cream sauce, chopped basil, diced tomatoes, Parmesan and a slightly spicy finish. (cal 1310) 9.99

ALFREDO THE DARK

We mix Poblanos, cream, a special blend of Southwest cheeses and sauté with spiral pasta. We top it with diced tomatoes, cotija cheese, a jalapeño and our "south of the border" bread. (cal 1200) 9.99

LC:
Amount:

23 SEP 5 Lic. Lic. # 945



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

DLLC USE ONLY

Job #: 256315

Date Accepted: 9/16/23

CSR: + A

License Number: 256315

805-433

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →

☒ Agent

☒ Controlling Person

2. Name: Dunsire, Steven David Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: AZ

4. Place of birth: Flint, Michigan USA Height: 5'10" Weight: 205 Eyes: BRN Hair: BRN
City State COUNTRY

5. Name of current/most recent spouse: Dunsire, Diane Marie Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 11/01/1980

7. Daytime telephone number: 602.432.2002 Email address: sdunsire@oreganos.com

8. Premises Name: Oregano's Pizza Bistro Business Phone: 602 / 432 / 2002

9. Premises Address: 15280 W. McDowell Road, Goodyear, Maricopa County, AZ 85395
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired or student, list date of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY) 28 SEP 25, 11:41 AM 9 45

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/2013	CURRENT	Chief Operating Officer	Oregano's Pizza Bistro, Inc.
			10135 E. Via Linda Drive, D124
			Scottsdale, AZ 85258

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
05/1994	CURRENT				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☒ No ☐
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. Yes ☐ No ☒
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

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

Signature: Steven D Dunsire Date: 08/30/2023



ALIEN STATUS

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

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Steven David Dunsire

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No - If yes, indicate place of birth:

City Flint State Michigan COUNTRY USA

If you answered Yes, 1) Attach a legible copy of a document from the list below.

2) Name of document: Driver License

If you answered No, you must complete Sections III.

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

23 SEP 5 11:45
Liq. Lic. #1945

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

SECTION III – QUALIFIED ALIEN DECLARATION

23 SEP 5 1995

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C. § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.
- 14. **Otherwise Lawfully Present**
- 15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

Steven Dunsire

Print Name

Steven Dunsire

Signature

8/25/23

Date

Certificate # AZB-ON-01227503

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

☒	On-sale
☐	Off-sale
☐	On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Steven Dunsire

Full Name (please print)

Steven Dunsire

Signature

05/08/2023

Training Completion Date

05/07/2026

Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.

Company Name

5000 Plaza on the Lake, Suite 305, Austin, TX 78746

Mailing Address

(877) 881-2235

Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Samantha Montalbano

Instructor Signature

05/08/2023

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

Certificate # AZM-ON01205683

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

23 SEP 6 11:17 AM '01

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Steven Dunsire

Full Name (please print)

Steven Dunsire

Signature

05/10/2023

Training Completion Date

05/09/2026

Certificate Expiration Date

(three years from completion date)

Training Provider Information

360training.com Inc.

Company Name

5000 Plaza on the Lake, Suite 305, Austin, TX 78746

Mailing Address

(877) 881-2235

Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Samantha Montalbano

Instructor Signature

05/10/2023

Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)

Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)

Bar (series 6)
Private Club (series 14)

Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

LC:

Amount:

'23 AUG 29 14. L.C. PM 1:14



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

DLLC USE ONLY

Job #: 256315

Date Accepted: 9/10/23

CSR: + A

License Number: 256315

805-433

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: Lane Dillon Dart Birth Date: [REDACTED] (NOT a public record)
Last First Middle
3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: TX
4. Place of birth: Lubbock, TX, USA Height: 5'11" Weight: 200 Eyes: Green Hair: Brown
City State COUNTRY
5. Name of current/most recent spouse: Lane Lauren Birth Date: [REDACTED] (NOT a public record)
Last First Middle
6. Are you a bonafide resident of Arizona? Yes ☐ No ☒ If yes, what is your date of residency? _____
7. Daytime telephone number: 817-999-0147 Email address: dillon@bobbycox.com
8. Premises Name: Oregano's Pizza Bistro Business Phone: 602 / 432 / 2002
9. Premises Address: 15280 W. McDowell Road, Goodyear, Maricopa, AZ 85395
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
11/2008	CURRENT	VP	Bobby Cox Companies, Inc. 5000 Overton Plaza

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
5/2020	CURRENT				
11/2018	5/2020				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? MUST attach copies of both training certificates. Yes ☐ No ☒
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

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

Signature: _____

Date: _____

8/24/23

LC:

Amount:

*23 AUG 29 Lir. Lic. PM 1:13



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

DLLC USE ONLY

Job #

Date Accepted:

CSR:

License Number: 250315

805-433

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →

☐

Agent

☒

Controlling Person

2. Name: Whelan Edward Michael Birth Date: [REDACTED] (NOT a public record)
3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: TX
4. Place of birth: Niagara Falls, NY, USA Height: 6'0" Weight: 205 Eyes: Hazel Hair: Gray
5. Name of current/most recent spouse: Whelan Stephanie Birth Date: [REDACTED] (NOT a public record)
6. Are you a bonafide resident of Arizona? Yes ☐ No ☒ If yes, what is your date of residency? _____
7. Daytime telephone number: 918-260-7401 Email address: mwhelan@bobbycox.com
8. Premises Name: Oregano's Pizza Bistro Business Phone: 602 / 432 / 2002
9. Premises Address: 15280 W. McDowell Road, Goodyear, Maricopa, AZ 85395
- Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
6/2018	CURRENT	CFO	Bobby Cox Companies, Inc. 5000 Overton Plaza, Ste 300, Fort Worth, TX 76109

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

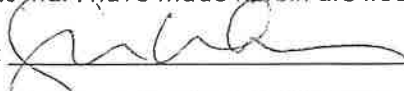
FROM Month/Year	To Month/Year	Street	City	State	Zip
12/2010	CURRENT				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. Yes ☐ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202,4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. **CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED**

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

Signature:  Date: 8/23/23

LC:

Amount:

23 SEP 6 11:19 AM



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

DLLC USE ONLY

Job #	256315
Date Accepted:	8-28-2023
CSR	TA

Type or Print with Black Ink

License Number:

256315

805-433

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the
Appropriate
Box →

☐

Agent

☒

Controlling Person

2. Name: Cox Bobby Dan Birth Date: [REDACTED]
Last First Middle (NOT a public record)
3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: TX
4. Place of birth: DeKalb, TX, USA Height: 6'3" Weight: 185 Eyes: Brown Hair: Gray
City State COUNTRY
5. Name of current/most recent spouse: Cox Eva Leona Birth Date: [REDACTED]
Last First Middle (NOT a public record)
6. Are you a bonafide resident of Arizona? Yes ☐ No ☒ If yes, what is your date of residency? _____
7. Daytime telephone number: 918-260-7401 Email address: bobby@bobbycox.com
8. Premises Name: Oregano's Pizza Bistro Business Phone: 602 / 432 2002
9. Premises Address: 15280 W. McDowell Rd Goodyear AZ Maricopa 85395
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
4/2012	CURRENT	CEO	Bobby Cox Companies, Inc. 5000 Overton Plaza, Ste 300, Fort Worth, TX 76109

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
7/2014	CURRENT				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

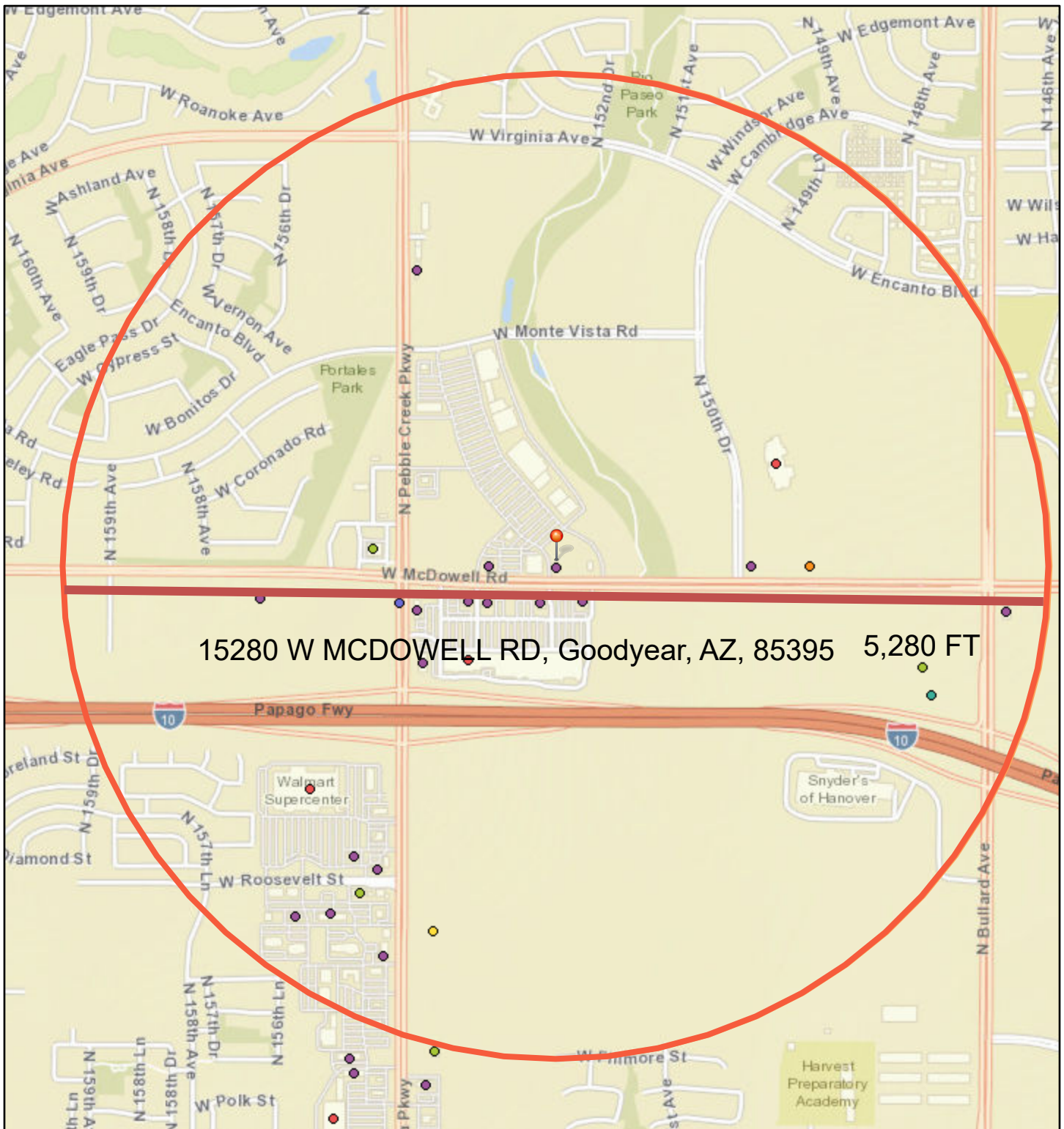
12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? MUST attach copies of both training certificates. Yes ☐ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

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

Signature: Bobby Dan Cox Date: 8.25.2023

Liquor License Evaluation - Oregano's Pizza Bistro



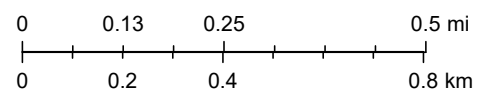
10/6/2023, 4:06:56 PM

1:18,056

October 2022 Liquor Licenses

- Bar
- Beer and Wine Store
- Hotel / Motel
- Liquor Store

- Liquor Store Sampling Beer and Wine Store
- Microbrewery
- Restaurant
- Restaurant Growler
- Sampling



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

Liquor Licenses within One Mile – OREGANO'S PIZZA BISTRO

Applicant Address: 15280 W MCDOWELL RD, Goodyear, AZ, 85395

Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
RED LOBSTER #6342	15311 W MCDOWELL RD	431.56 ft	12
TEXAS RDHOUSE	15255 W MCDOWELL RD	456.86 ft	12
ARRIBA MEXICAN GRILL	15370 W MCDOWELL RD	739.4 ft	12
CANTINA GUEROS GOODYEAR	15375 W MCDOWELL RD	844.51 ft	12
OLIVE GARDEN ITALIAN RESTAURANT #1773	15411 W MCDOWELL RD	1,032.94 ft	12
BEVMO	15405 W MCDOWELL RD	1,392.47 ft	9
BEVMO	15405 W MCDOWELL RD	1,392.47 ft	09S
RUBIOS FRESH MEXICAN GRILL #225	15479 W MCDOWELL RD	1,581.17 ft	12
CIRCLE K STORE #9528	1550 N PEBBLE CREEK PKWY	1,735.93 ft	9
AH-SO SUSHI & STEAK	15475 W MCDOWELL RD	1,781.86 ft	12
BARRO'S PIZZA	15475 W MCDOWELL RD	1,781.86 ft	12
WALGREENS #12334	1654 N PEBBLE CREEK PKWY	1,981.48 ft	10
CHEDDARS SCRATCH KITCHEN	15030 W MCDOWELL RD	2,072.63 ft	12
HARKINS THEATRES AT ESTRELLA FALLS	15010 W MCDOWELL RD	2,581.56 ft	6
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL RD	2,697.16 ft	12
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL RD	2,697.16 ft	12G
BABBO ITALIAN EATERY	15705 W MCDOWELL RD	3,201.21 ft	12
AKAIHANA SUSHI & GRILL	2293 N PEBBLE CREEK PKWY	3,512.12 ft	12
WAL MART SUPERCENTER #5369	1100 N ESTRELLA PKWY	3,570.77 ft	9
WAL MART SUPERCENTER #5369	1100 N ESTRELLA PKWY	3,570.77 ft	09S
ARIZONA PIZZA COMPANY	15530 W ROOSEVELT ST	3,773.63 ft	12

Business Name	Address	Distance from Applicant Address	License Series
WOK WEI ASIAN CUISINE	15560 W ROOSEVELT ST	3,783.11 ft	12
TRU BY HILTON GOODYEAR	1430 N BULLARD AVE	4,048.33 ft	10
PIZZA HUT #27007	15557 W ROOSEVELT ST	4,086.31 ft	10
ALDI #161	845 N ESTRELLA PKWY	4,122.62 ft	10
ALDI #161	845 N ESTRELLA PKWY	4,122.62 ft	10S
SPRINGHILL SUITES BY MARRIOTT GOODYEAR	1370 N BULLARD AVE	4,228.77 ft	11
AUGIE'S SPORTS GRILL	15605 W ROOSEVELT ST	4,438.26 ft	12
EL TATAKI SUSHI FUSION EXPRESS	790 N ESTRELLA PKWY	4,573.31 ft	12
SADDLE MOUNTAIN BREWING COMPANY	15651 W ROOSEVELT ST	4,675.04 ft	3
SADDLE MOUNTAIN BREWING COMPANY	15651 W ROOSEVELT ST	4,675.04 ft	12
PF CHANG'S CHINA BISTRO	14681 W MCDOWELL RD	4,816.62 ft	12

Schools		
ARCHWAY TRIVIUM WEST	2001 N BULLARD AVE	5,253.35 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 #: 5.
DATE: 10/16/2023
AI #:1675



CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZATION OF EXPENDITURE OF CONSTRUCTION FUNDS FOR APPROVED CAPITAL IMPROVEMENT PROJECT #50050 – LOMA LINDA SITE IMPROVEMENTS

STAFF PRESENTER(S): Mike Beadle, Recreation Superintendent

OTHER PRESENTER(S):

Troy Tobiasson, Project Manager

SUMMARY

Request to authorize the expenditure of construction funds for the Loma Linda Pool Improvement project.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management



Sense of
Community

RECOMMENDATION

Authorize the expenditure of funds for the Loma Linda Pool Improvement project in an amount not to exceed \$2,569,200. (Mike Beadle, Recreation Superintendent)

FISCAL IMPACT

The project is currently budgeted and programmed in the FY2024 Capital Improvement Program with a total Project Budget of \$2,984,200 this action will authorize the expenditure of all remaining project funds.

BACKGROUND AND PREVIOUS ACTIONS

This project was added to the FY2024-29 CIP with City Council action on June 12, 2023, to establish funding to replace existing assets and improve features at the Loma Linda pool.

STAFF ANALYSIS

Staff initiated a contract with the firm Valley Rain to provide construction services for the Loma Linda Pool Improvement Project (CIP Project # 50050). Staff completed negotiations of scope, schedule, and fees with Valley Rain for use in the final contract.

Asset replacement and site improvements include:

- Convert existing baby pool with new splash pad with spray features and shade covering
 - Replacing existing diving boards
 - Installation of new deck lights structure and poles
 - Installation of 13,000 sq. ft. of decking
 - Replacement of 2 sand filters
 - Replacement of pool plaster
 - Replacement of 8 underwater pool lights
 - Replacement of 2 main in-water drains
 - Replacement of 144 LF of deck/trench drain grate
 - Replacement of 2 custom cut heating tarps
 - Replacement of 9 competition level lane lines
 - Replacement of 8 competition level starting blocks
 - Replacement of 4 stadium bleachers
 - Convert existing baby pool with new splash pad with spray features and shade covering
-

ITEM #: 6.
DATE: 10/16/2023
AI #:1677



CITY COUNCIL ACTION REPORT

**SUBJECT: DEDICATION OF RIGHT OF WAY FOR ROADWAY
IMPROVEMENTS ON CITRUS ROAD**

STAFF PRESENTER(S): Kevin Spicer, Real Estate Services Specialist

SUMMARY

Acceptance of right-of-way for roadway improvements on Citrus Road required for the Abel Ranch Development.

STRATEGIC PLAN ALIGNMENT



Quality of Life

RECOMMENDATION

1. Authorize the acceptance and execution of a Special Warranty Deed from Citrus Land, Inc., conveying right-of-way needed for roadway improvements on Citrus Road as required by the City of Goodyear for the Abel Ranch Development.
2. Authorize the acceptance and execution of a Special Warranty Deed from Southwest Next NEC Indian School and Citrus, LLC, conveying right-of-way needed for roadway improvements on Citrus Road as required by the City of Goodyear for the Abel Ranch Development. (Kevin Spicer, Real Estate Specialist)

FISCAL IMPACT

There is no fiscal impact to the city by accepting the dedication of right-of-way needed for roadway improvements on Citrus Road. The construction of roadway improvements by the developer will generate one-time revenue for the city through payment of permits and construction sales tax. Upon the acceptance of the roadway improvements by the City Engineer, and subject to the completion of a two-year warranty period, the City will be responsible for maintaining the right-of-way.

BACKGROUND AND PREVIOUS ACTIONS

Meritage Homes is developing a multi-family residential project at the southeast corner of Citrus and Camelback Rd known as “Abel Ranch” that requires access from Citrus Road. To provide access from Citrus Road at the proposed location, Meritage Homes is required to construct a right lane deceleration lane on property owned by Citrus Land, Inc. (parcel 502-31-010) and property owned by Southwest Next NEC Indian School and Citrus, LLC, (parcel 502-31-010A) located south of the Abel Ranch Property. Citrus Land, Inc. and Southwest Next NEC Indian School and Citrus, LLC have agreed to convey the right-of-way needed for the deceleration lane Meritage Homes is required to construct. The right-of-way is being conveyed in fee ownership by special warranty deed consistent with City Property.

STAFF ANALYSIS

The Developer is responsible for constructing the improvements and the City will own and maintain the right-of-way. Citrus Land, Inc. and Southwest Next NEC Indian School and Citrus, LLC have agreed to convey the right-of-way to the city pursuant to the Special Warranty Deeds attached hereto. Council approval is required to accept the conveyance of right-of-way. Staff is recommending acceptance of the Special Warranty Deeds from both property owners granting the right-of-way needed for roadway improvements that the City will own and maintain. The acceptance and execution of the Special Warranty Deeds attached will facilitate the development of the Project.

Attachments

Citrus Land, Inc. Special Warranty Deed with Exhibit A

Southwest Next NEC Indian School and Citrus, LLC Special Warranty Deed with Exhibit A

When recorded return to:

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

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Citrus Land, Inc., an Arizona corporation** ("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.

Signatures, Acknowledgements and Exhibits on Following Pages

IN WITNESS WHEREOF, this instrument is executed this 13 day of September, 2023.

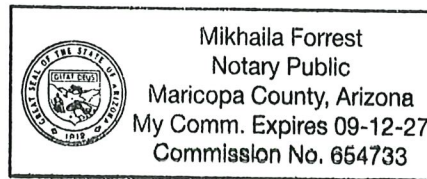
GRANTOR:

Citrus Land, Inc., an Arizona corporation

By: 
Nico Howard, President

By: 
Dax Howard, Vice President

State of Arizona)
)ss.
County of Maricopa)



The foregoing instrument (Special Warranty Deed) was acknowledged before me this 13 day of September, 2023 by Nico Howard, President and Dax Howard, Vice President, as Authorized Signatories for Citrus Land, Inc., an Arizona corporation, 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

EXHIBIT "A"
LEGAL DESCRIPTION
ABEL RANCH PHASE 2
RIGHT OF WAY IN FEE

A strip of land being situated within the Southwest Quarter of Section 23, Township 2 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found City of Goodyear Brass cap in hand hole accepted as the Southwest Corner of said Section 23, from which a found 3 inch City of Goodyear Brass cap in hand hole, RLS 22782 accepted as the West Quarter Corner thereof bearing North 00°18'35" East, 2641.58 feet;

Thence North 00°18'35" East, 700.20 feet along the west line of said Southwest Quarter;

Thence leaving said west line, South 89°41'25" East, 33.00 feet to a line parallel with and 33.00 feet east of said west line, also being the **POINT OF BEGINNING**;

THENCE along said parallel line, North 00°18'35" East, 83.69 feet;

THENCE leaving said parallel line, North 84°44'52" East, 18.10 feet;

THENCE South 00°18'20" West, 15.21 feet;

THENCE South 04°07'45" West, 70.33 feet;

THENCE North 89°59'41" West, 13.33 feet to the **POINT OF BEGINNING**.

The above described parcel contains 1,359 sq. ft. (0.031 acres) more or less

Subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

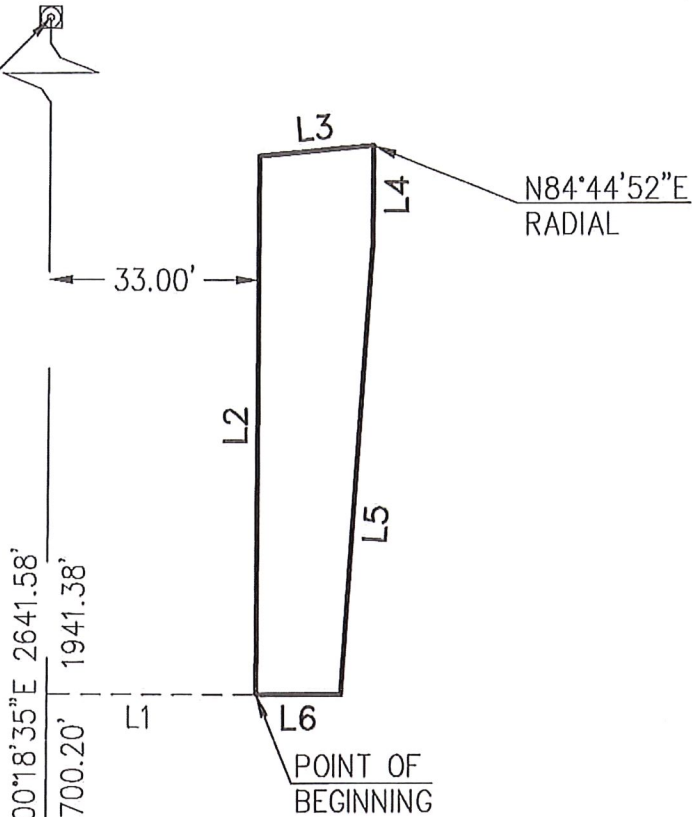
Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1838
Date: April 2023



WEST QUARTER CORNER
SECTION 23, T2N, R2W
FOUND 3" CITY OF
GOODYEAR BRASS CAP IN
HAND HOLE, RLS 22782



SOUTHWEST CORNER
SECTION 23, T2N, R2W
FOUND CITY OF GOODYEAR
BRASS CAP IN HAND HOLE
POINT OF COMMENCEMENT



LINE TABLE

LINE NO.	DIRECTION	LENGTH
L1	S89°41'25"E	33.00'
L2	N00°18'35"E	83.69'
L3	N84°44'52"E	18.10'
L4	S00°18'20"W	15.21'
L5	S04°07'45"W	70.33'
L6	N89°59'41"W	13.33'

PROJ.NO.: 1838

DATE: APR 2023

SCALE: N.T.S.

DRAWN BY: JK

CHECKED BY: KJP

ABEL RANCH PHASE 2

RIGHT OF WAY 1
GOODYEAR, ARIZONA

EXHIBIT "A"



HILGARTWILSON

2141 E. HIGHLAND AVE., STE. 250

PHOENIX, AZ 85016

P: 602.490.0535 / F: 602.368.2436

When recorded return to:

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

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Southwest Next NEC Indian School and Citrus, 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.

Signatures, Acknowledgements and Exhibits on Following Pages

IN WITNESS WHEREOF, this instrument is executed this 13 day of September, 2023.

GRANTOR:

**Southwest Next NEC Indian School and Citrus, LLC,
an Arizona limited liability company**

By: Neon Properties, LLC, an Arizona limited liability company
Its: Sole Member

By: The NIDAX Limited Partnership,
An Arizona limited partnership

Its: sole member

By: ND Management, Inc.,
an Arizona corporation

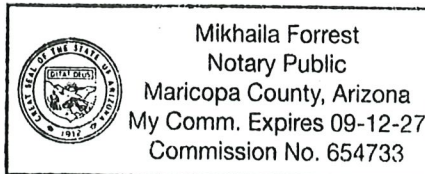
Its: General Partner

By: Dax Howard
Name: Dax Howard
Its: President

and

By: Nico Howard
Name: Nico Howard
Its: President

State of Arizona)
)ss.
County of Maricopa)



The foregoing instrument (Special Warranty Deed) was acknowledged before me this 13 day of September, 2023 by Dax Howard and Nico Howard, as Co-Presidents of ND Management, Inc., an Arizona corporation, as the General Partner of The NIDAX limited partnership, an Arizona limited partnership, as the sole member of Neon Properties, LLC, an Arizona limited liability company, as the sole member of Southwest Next NEC Indian School and Citrus, LLC, an Arizona limited liability company, on behalf of said company.

Mikhaila Forrest
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)

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LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION
ABEL RANCH PHASE 2
RIGHT OF WAY IN FEE

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COMMENCING at a found City of Goodyear Brass cap in hand hole accepted as the Southwest Corner of said Section 23, from which a found 3 inch City of Goodyear Brass cap in hand hole, RLS 22782 accepted as the West Quarter Corner thereof bearing North 00°18'35" East, 2641.58 feet;

Thence North 00°18'35" East, 516.81 feet along the west line of said Southwest Quarter;

Thence leaving said west line, South 89°41'25" East, 33.00 feet to a line parallel with and 33.00 feet east of said west line, also being the **POINT OF BEGINNING**;

THENCE along said parallel line, North 00°18'35" East, 183.39 feet;

THENCE leaving said parallel line, South 89°59'41" East, 13.33 feet;

THENCE South 04°07'45" West, 110.11 feet;

THENCE South 04°58'07" West, 73.84 feet to the **POINT OF BEGINNING**.

The above described parcel contains 1,282 sq. ft. (0.029 acres) more or less

Subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1838
Date: April 2023



WEST QUARTER CORNER
SECTION 23, T2N, R2W
FOUND 3" CITY OF
GOODYEAR BRASS CAP IN
HAND HOLE, RLS 22782



N00°18'35"E 2641.58'
516.81' 2124.77'

L1

L2
N00°18'35"E 183.39'
S04°07'45"W 110.11'
S04°58'07"W 73.84'

POINT OF
BEGINNING

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L1	S89°41'25"E	33.00'
L2	S89°59'41"E	13.33'

SOUTHWEST CORNER
SECTION 23, T2N, R2W
FOUND CITY OF GOODYEAR
BRASS CAP IN HAND HOLE
POINT OF COMMENCEMENT



PROJ.NO.: 1838

DATE: APR 2023

SCALE: N.T.S.

DRAWN BY: JK

CHECKED BY: KJP

ABEL RANCH PHASE 2

RIGHT OF WAY 2
GOODYEAR, ARIZONA

EXHIBIT "A"



HILGARTWILSON

2141 E. HIGHLAND AVE., STE. 250

PHOENIX, AZ 85016

P: 602.490.0535 / F: 602.368.2436

ITEM #: 7.
DATE: 10/16/2023
AI #:1701



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE BUDGET AMENDMENTS

STAFF PRESENTER(S): Ryan Bittle, Finance Manager

SUMMARY

Approve budget amendments

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management



Economic
Vitality



Sense of
Community

RECOMMENDATION

Approve budget amendments. (Ryan Bittle, Finance Manager)

FISCAL IMPACT

Fiscal impacts are outlined in the attached report. The citywide budget total remains unchanged within the Adopted State Expenditure Limitation.

BACKGROUND AND PREVIOUS ACTIONS

Budget amendments requiring City Council approval are presented as necessary throughout the year. The FY2024 expenditure limitation budget was adopted on June 12, 2023.

STAFF ANALYSIS

Budget transfers are permitted by Arizona Revised Statute 42-17106(B), which provides authorization for cities and towns to exceed expenditures in a budget item after final adoption of a city/town budget by transferring appropriations between budget items. All budget transfers are completed within city policy established by Resolution 2022-2256. Review of budget transfers keeps the Council and public informed about the city's current fiscal year revenues and expenditures.

Attachments

Budget Amendment Report

City Council - Budget Amendments Report - FY2024

Council Agenda Date: 10/16/2023

Date	Transfer Journal No.	Reason Needed	Amount	Ultimate Fund(s) Affected; Explanation	New Resource/ Revenue	No Ultimate Funding Change	General	Water Operating	Wastewater Operating	Other Operating Funds	Other Capital Funds
8/21/2023	2024-02-793	This budget amendment is to fund a mid-year supplemental request. The request is to re-route stormwater flows from Goldschmidt Field (Falcon Park) into the Indian School channel to alleviate flooding.	\$150,000	General Fund			\$150,000				
8/16/2023	2024-02-646	This budget amendment is to fund a mid-year supplemental request. The request is to rehabilitate the Soil Aquifer Treatment (SAT) site. This site currently has a basin that is unusable due to pest burrowing damage, which reduces the amount of reclaimed water and negatively impacts the credit the city receives to our water resource portfolio. Three of five basins are currently offline. These basins lead reclaimed water out of the city property, which violates our ADEQ permit.	\$300,000	Wastewater					\$300,000		

ITEM #: 8.
DATE: 10/16/2023
AI #:1708



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE EXPENDITURES TO REPLACE FIRE APPARATUS PUMPER UNITS 993, 994, AND 995, AND RELATED BUDGET TRANSFERS

STAFF PRESENTER(S): Kevin Devery, Fleet Superintendent

SUMMARY

Due to a 40-month delay in Fire Pumper Apparatus vehicle production caused by pandemic-related disruptions, we seek approval to allocate \$3,466,698.87 from the FY2027 Fleet Asset Management fund budget to place an early order for the replacement of Fire Department Pumper units 993, 994, and 995 in the current fiscal year. This proactive approach offers several advantages:

- Significantly reduce purchase costs
- Lock in pricing to prevent inevitable cost increases in the three years it will take the vendor to build these three units.
- Eliminate maintenance costs related to extending life of the old Fire Apparatuses.
- Eliminate increased downtime related to extending life of the old Fire Apparatuses.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

Approve budget amendments and authorize expenditure of funds from the Fleet Asset Management fund earmarked for FY2027 in FY2024 to place an early order for the replacement of Fire Apparatus units 993, 994, and 995. (Kevin Devery, Fleet Superintendent)

FISCAL IMPACT

Authorizing the prepayment and early ordering of replacement Fire Apparatus (Units 993, 994, and 995) at a total cost of \$3,466,698.87 will result in approximately \$470K in city savings through pre-payment discounts. These replacements are part of the approved FY2024-2028 5-year Capital Improvement Plan and are expected to be delivered in FY2027, with funding sourced from the Fleet Asset Management Fund. Any proceeds from the sale or trade-in of existing vehicles will be reinvested in the fleet asset management fund. Sufficient funds currently exist in the Fleet Asset Management Fund to accommodate this pre-payment.

BACKGROUND AND PREVIOUS ACTIONS

Units 993, 994, and 995 are 2018 Spartan fire apparatus pumpers, currently part of our 10-year Asset Management Plan with a scheduled replacement in FY2027. The manufacturer recently informed us that their delivery schedule is increasing from the typical 12-15 months to 36-48 months due to supply chain and labor issues. These issues will compound the increase in total purchase costs of the units as time passes toward FY2027. Waiting until FY2027 to place an order will result in having to keep the current units over 3 years past their lifecycle which will result in higher operational costs and increased downtime of the units.

By utilizing an advanced timeline to mitigate the extended lead times, the city will realize a total cost savings of approximately \$470K in pre-payment discounts for all three fire trucks.

STAFF ANALYSIS

Due to the increased delivery schedule and pending price increase, we recommend pre-paying for these three pumpers in FY2024 so they will arrive as planned in FY2027. Once replaced, Units 993, 994, and 995 will be traded in or sold at auction, and the proceeds from the auction will be deposited into the fleet asset management fund.

ITEM #: 9.
DATE: 10/16/2023
AI #:1711



CITY COUNCIL ACTION REPORT

SUBJECT: ADOPT RESOLUTION AND RENEW INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN CITY OF GOODYEAR AND TOWN OF GUADALUPE FOR JUDICIAL SERVICES

STAFF PRESENTER(S): Crystal Whelan, Court Administrator

SUMMARY

This Intergovernmental Agreement (IGA) between the City of Goodyear and the Town of Guadalupe for Judicial Services, authorizes the Goodyear Municipal Court to maintain jurisdiction of cases from the Guadalupe Town Court, filed prior to July 1, 2020.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2357 AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF GUADALUPE FOR JUDICIAL SERVICES FOR CASES FILED PRIOR TO JULY 1, 2020. (Crystal Whelan, Court Administrator)

FISCAL IMPACT

The City of Goodyear will receive a payment from the Town of Guadalupe in the amount of \$20,240 to be deposited in the City of Goodyear Court Enhancement Fund. Goodyear will also receive all future revenues, including but limited to fines, fees, assessments, Judicial Collection Enhancement Fund ("JCEF"), Fill the Gap funds, FARE quarterly disbursements and Court grants for all cases remaining under the maintenance of the Goodyear Municipal Court.

Goodyear anticipates the personnel cost associated with the processing of Guadalupe cases will continue to decrease, as cases continue to be resolved and closed by Goodyear Court personnel. Additionally, nearly all case activity is received via automated case payment processing features, further reducing the level of Goodyear personnel resources dedicated to processing the cases from the Guadalupe Town Court. Anticipated funding projections would

cover all expenses until the next evaluation period of the IGA. This funding projection does not include revenues received from quarterly FARE disbursements, which would add to the projected estimation of cost remuneration.

BACKGROUND AND PREVIOUS ACTIONS

This agreement is a renewal to the terms previously established under IGA in 2020, agenda item 2020-7003. Pursuant to the terms of that agreement, this renewal is mutually beneficial to the Town of Guadalupe and the City of Goodyear, and authorizes the continuous provision of Judicial Services.

STAFF ANALYSIS

The initial caseload received in 2020 from the Town of Guadalupe was 610 cases, at a payment of \$23,000. At the time of this renewal term, 538 cases remain under the maintenance of the Goodyear Municipal Court. Guadalupe has agreed to remit \$20,240 for these cases to be handled over the next 5 years of the IGA term. Cases are post-adjudicated and eligible for automated payment processing on the state website azcourtpay.com which will receipt automatically into the AJACS database. Goodyear Court staff will process case activity in an administrative capacity on a daily basis, based upon the payment activity received. Case typically require staff processing only if the case has reached closure status. Goodyear has also entered all defaulted cases into the statewide Debt Setoff (Tax Interception) program, further increasing payment processing and ensuring cases reach final disposition and closure. The proposed compensation also factors any costs associated with external audits, such as Minimum Accounting Standards Tri-Annual audit to be conducted in 2025.

Attachments

RES 2023-2357

IGA Goodyear and Guadalupe

RESOLUTION NO. 2023-2357

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF GUADALUPE FOR JUDICIAL SERVICES FOR CASES FILED PRIOR TO JULY 1, 2020..

WHEREAS, Guadalupe is a general law municipality and closed the Guadalupe Town Court due to budgetary issues and;

WHEREAS, Goodyear and Guadalupe entered into an Intergovernmental Agreement (IGA) dated September 1, 2020, to provide judicial services for all Guadalupe;

WHEREAS, Goodyear is a Charter City, and operates as a municipal court pursuant to the provisions of A.R.S. §22-401 et seq. and the Goodyear City Code, Chapter 6; and

WHEREAS, Guadalupe through it's Municipal Court wishes, to avail itself of the services of the City of Goodyear Municipal Court to provide judicial and administrative functions of the municipal court, including jurisdiction of all cases filed prior to July 1, 2020 arising under the ordinances of Guadalupe as provided by A.R.S. §22-402(C) as described below; and

WHEREAS, Goodyear and Guadalupe are both located in the same county, Maricopa County; and

WHEREAS, Goodyear has expressed a willingness to continue to provide Guadalupe with judicial services; and

WHEREAS, Goodyear and Guadalupe are authorized to enter into this renewed IGA by the provisions of A.R.S. §11-951 et seq. and 22-402(C).

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, Arizona, that the Mayor is hereby authorized to execute the Intergovernmental Agreement between the City of Goodyear and the Town of Guadalupe.

SECTION 2. Resolution 2023-2357 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
the City of Goodyear, Arizona and the Town of Guadalupe, Arizona
for Judicial Services
(Amended July 2023)**

This intergovernmental agreement ('IGA') is made and entered into this 16 day of October, 2023, by and between the City of Goodyear, and Arizona municipal corporation, ("Goodyear") and the Town of Guadalupe, an Arizona municipal corporation, ("Guadalupe") for the purpose of providing municipal court services to Guadalupe, pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-952 and 22-401 et seq., and the general powers and authority granted to them by the laws and Constitution of the State of Arizona. Goodyear and Guadalupe may be referred to in this IGA each individual as a "party" and collectively as the "parties."

The Presiding Judge of the Superior Court of Arizona in Maricopa County is required to approve this agreement in accordance with A.R.S § 11-952J.

RECITALS

WHEREAS, Tempe and Guadalupe entered into an IGA dated May 27, 2020, to provide judicial and prosecutorial services for all cases filed after July 1, 2020 and for all protective order cases filed on, before or after July 1, 2020 (see Exhibit "A");

WHEREAS, Goodyear is a Charter City, and operates as a municipal court pursuant to the provisions of A.R.S. §22-401 et seq. and the Goodyear City Code, Chapter 6; and

WHEREAS, Guadalupe is a general law municipality and is in the process of closing the Guadalupe Town Court due to budgetary issues. Guadalupe through its Municipal Court wishes, to avail itself of the services of the City of Goodyear Municipal Court to provide judicial and administrative functions of the municipal court, including jurisdiction of all cases filed prior to July 1, 2020 arising under the ordinances of Guadalupe as provided by A.R.S. §22-402(C) as described below; and

WHEREAS, Goodyear and Guadalupe are both located in the same county, Maricopa County; and

WHEREAS, this IGA is subject to the review and approval of the Presiding Judge of Superior Court in Maricopa County, Arizona; and

WHEREAS, Goodyear and Guadalupe are authorized to enter into this IGA by the provisions of A.R.S. §§ 11-951 et seq. and 22-402(C).

NOW, THEREFORE, in consideration of the mutual assurances and agreements contained herein, the Parties agree as follows:

1. AGREEMENTS

1.1 Designation.

- A. Guadalupe hereby designates the Goodyear Municipal Judges and Commissioners and the Goodyear Municipal Court as the court of jurisdiction for all cases filed in Guadalupe prior to

- July 1, 2020 except protective orders, (hereafter "Court Services"). The Goodyear Municipal Court shall operate and function as the Goodyear Municipal Court except as set forth herein.
- B. The Goodyear Municipal Court will take jurisdiction of Guadalupe matters commencing September 1, 2020 and the designation of the Town of Guadalupe Municipal Court to the Goodyear Municipal Court, including all administrative functions, shall be complete no later than October 1, 2020.
- 1.2 Use and Maintenance of Goodyear Municipal Court.** During the term of this IGA, Goodyear agrees to operate the Goodyear Municipal Court located at 14455 West Van Buren Street, Suite B101, Goodyear, Arizona 85338. Goodyear will maintain an operating budget consistent with current practices and in accordance with acceptable accounting procedures.
- 1.3 Citations, Pleadings, and Revenues**
- A. Goodyear shall provide judicial services as necessary to provide Court Services. All court revenues, including but not limited to fines, fees, assessments, Judicial Collection Enhancement Fund ("JCEF"), Fill the Gap funds and court grants shall all be paid directly to Goodyear by the end user and retained and used by Goodyear for the services provided for the cases described within this IGA that have not previously been paid to Guadalupe Municipal Court or Guadalupe Town Court. Any judges or staff hired to perform Court Services shall be selected, appointed and paid by Goodyear and are employees or subcontractors of Goodyear. Guadalupe does not believe any of the cases being sent to Goodyear will need prosecutorial or defense services as all cases are closed cases only subject to payment plans, collections, and/or victim restitution but in the unlikely event, services are needed, Guadalupe shall provide for Prosecutorial position for all matters related to ARS 13-911, as the Goodyear City Prosecutor's Office cannot reasonably respond to matters related to Petitions to Seal for matters that previously existed (either purged or under retention) in the Guadalupe Municipal Court.
- B. For the renewal term, Guadalupe shall arrange remittance to Goodyear \$20,240 for use in accordance with statute for any court related services needed in the processing of Guadalupe cases and administration of justice as records retention, audits pursuant to minimum accounting standards as scheduled and public records requests.
- 1.4 Insurance and Indemnification**
- A. **Guadalupe Insurance.** Guadalupe shall provide liability insurance coverage with an unimpaired limit of not less than \$1,000,000 for each occurrence covering the court facilities and function naming Goodyear as an additional insured for matters originating from Guadalupe.
- B. **Mutual Indemnification.** Each Party to this IGA, together with such Party's agents (collectively "Indemnitors"), agrees to indemnify, defend and hold harmless the other Party, and such Party's departments agencies officers, employees, elected or appointed officials and agents (collectively, "Indemnitees"), from and against all liability, losses, expenses, damages or claims (collectively "Claims") arising from or related to Indemnitors' performance or non-performance of its obligations pursuant to the terms of this IGA. The indemnification provided by this Section includes injuries or death of persons or damages to or destruction of property, or loss of use of the same, arising out of or in any way connected with the negligent or willful acts of the Indemnitors.
- 1.5 Goodyear Obligations.** Goodyear will continue jurisdiction of all cases filed before July 1, 2020 from Guadalupe and shall provide court clerk services, case information, fine collection, record keeping,

and related judicial proceedings as it provides for cases from Goodyear and as required by law in the Goodyear Municipal Court.

- 1.6 Municipal Presiding Judge and Court Hours.** The Municipal Presiding Judge appointed by the Goodyear City Council will establish appropriate Court days and hours. Guadalupe Municipal Court will notify appropriate parties of this IGA and its impact to their case. Guadalupe shall also update its website to notify parties impacted by this IGA and to clarify that past cases with payment plans, past cases in collections and restitutio cases are being handled by Goodyear. All cases filed after July 1, 2020, are handled by Tempe.

II. TERM and TERMINATION

This amended IGA will have an initial term of five (5) years, from approval of the Presiding Judge of Superior Court in Maricopa County and is effective October 16, 2023. At the end of the initial term, the arrangement will be reviewed to ensure the Agreement does not burden the Goodyear taxpayers for the cost associated with judicial services performed by Goodyear. Parties shall begin renegotiation at least ninety (90) days prior to the expiration of the renewed term (2028). Costs associated with agreement renewals will be related to the number of Guadalupe cases remaining under Goodyear's jurisdiction. If no agreement can be reached, the Agreement is terminated effective 90 days later. If neither party wishes to renegotiate the terms, and by mutual agreement, this Agreement may renew for an additional five (5) years. The IGA may renew for a second five (5) year term upon the same terms and conditions as the first five (5) year renewal terms unless otherwise terminated by the parties. Except as otherwise specifically provided herein, in the event that either Party intends to terminate this IGA, the Party wishing to terminate shall provide written notice of such cancellation, which would include a minimum 180-day notice period and a minimum of one entire fiscal year, unless both parties agree to alternate terms and conditions for said cancellation. Notices and invoices shall be in writing and delivered to:

Court Administrator

Goodyear Municipal Court

14455 W. Van Buren St, Ste B101

Goodyear, AZ 85338

Town Manager

Town of Guadalupe

9241 S. Avenida Del Yaqui

Guadalupe, AZ 85283

Notice shall be deemed to have been given on the date on which notice is delivered, if notice is given by personal delivery, telex, telegrams or telecopies, and on the date of deposit in the mail, if mailed or deposited with the overnight carrier, if used. Notice shall be deemed to have been received on the date on which the notice is received, if notice is given by personal delivery, and on the 3rd day following deposit in the mail, if notice is mailed.

III. DEFAULT and REMEDIES

3.1 Time is of the Essence: Remedies. The Parties, through their respective council, officers and employees, agree to take such action as may be necessary to carry out the terms of this agreement, and to cause such documents as may be necessary to be executed with reasonable promptness. The Parties

agree to comply with the provisions of this IGA, and failure of a Party to comply with any provision shall be considered a material breach of this IGA. If either Party is in breach of its obligations under this IGA and fails to cure such failure within thirty (30) days after written notice by the non-defaulting Party, the non-defaulting Party, the non-defaulting Party may, at its options terminate this IGA effective ninety (90) days after the date of such notice.

3.2 Additional Acts of Default. Any failure on the part of a Party to maintain all insurance required by this IGA, or if a Party shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding, or if any assignment of any of a Party's property shall be made for the benefit of its creditors, or if a Party does not repay its debts as they come due, shall be deemed an event of default by such Party. A Party will breach this IGA if such Party exposes the other Party to any liability, obligation, damage, cost, expense or other claim of any description, related to its operations pursuant to this IGA, whether or not asserted unless the breaching Party gives immediate notice to the other Party of the breaching Party's commitment to indemnify, defend, and hold the non-breaching Party harmless against such claim, and the breaching Party actually delivers to the non-breaching Party with said notice adequate financial security to assure that the breaching Party will indemnify, defend and hold harmless the non-breaching Party, against such claim.

IV. GENERAL PROVISIONS

4.1 Amendments. Any amendment to this IGA must be in writing and executed by the Parties to the IGA and neither Party shall at any time assign any rights under this IGA without the prior written consent of the other.

4.2 Uncontrollable Forces. Neither party shall be considered to be in default in the performance of any of the obligations hereunder, other than obligations to either Party to pay costs and expenses, if failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" shall mean any cause beyond the control of the Party affected, including but not limited to failure of facilities, flood, earthquake, tornado, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed so as to require either Party to settle any strike of labor dispute in which it may be involved. Either party rendered unable to fulfill an obligation by reason of an uncontrollable force shall exercise due diligence to remove such inability with all reasonable dispatch.

If either party claims its failure to perform was due to an uncontrollable force, and the other Party disputes that claim, the Party claiming an uncontrollable force shall bear the burden of proof.

In the event of an emergency, the Parties acknowledge that Goodyear has the right to move court operations to a neighboring jurisdiction in its sole discretion. All provisions of this IGA will remain in effect.

4.3 Timeliness. Each of the Parties agrees to take such actions and execute such documents as may be necessary to carry out the terms of this IGA, and the officers, employees, and attorneys of each Party are hereby authorized to take such actions and execute such documents with reasonable promptness.

4.4 Entire Agreement. This IGA is the entire agreement between the parties with respect to the subject matter hereof, and there are no oral promises, conditions, representations, understandings or terms of any kind as conditions or inducements to the execution hereof, or in effect between the Parties.

4.5 Authorized Signatures

A. The Parties represent and warrant that the signatories are authorized and duly directed by their respective City and Town Councils to execute this IGA

B. This IGA may be executed in counterpart

4.6 A.R.S. §38-511 Compliance. As prescribed by A.R.S. §38-511, as amended, either Party may cancel this IGA after its execution and without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of either Party is, at any time while the IGA or any extension thereof is in effect, an employee or agent of either Party to the IGA with respect to the subject of this IGA. In the event either Party elects to exercise its right under A.R.S. §38-511, as amended, the Party agrees to give notice thereof immediately in writing to the other Party.

4.7 Compliance with Federal Immigration Laws and Regulations. Pursuant to the provisions of A.R.S. §41-4401, each Party to this IGA warrants to the other Party is in compliance with all federal immigrations laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). The Parties acknowledge that a breach of this warrant is a material breach of this IGA subject to penalties up to and including termination of this IGA. Each Party retains the legal right to inspect the papers of any employee of the other Party who works under this IGA to ensure compliance with this warranty.

4.8 Severability. In the event any provision hereof, or any portion of any provision hereof, shall be deemed to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not alter the remaining portion of any provision or any other provision hereof, as each provision of this IGA shall be deemed to be severable from all other provisions hereof.

(Signatures on the following page)

Intergovernmental Agreement between Goodyear and Guadalupe

IN WITNESS WHEREOF the parties hereto have cause these presents to be executed.

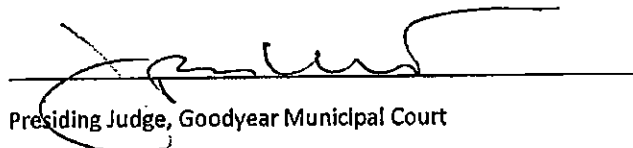
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, Arizona, this 16 day
of ~~August~~, 2023.
October

Mayor

ATTEST:

City Clerk

APPROVAL:



Presiding Judge, Goodyear Municipal Court

Presiding Judge, Superior Court of Arizona in Maricopa County and Presiding Judge of the Guadalupe
Municipal Court

APPROVED AS TO FORM:

Goodyear City Attorney

Intergovernmental Agreement between Goodyear and Guadalupe

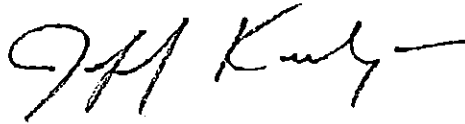
IN WITNESS WHEREOF the parties hereto have cause these presents to be executed.

PASSED AND ADOPTED BY THE TOWN COUNCIL, OF THE TOWN OF GUADALUPE, Arizona, this 24 day of August, 2023.



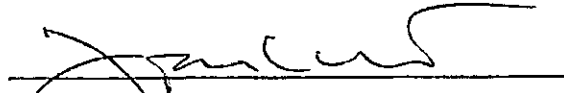
Valerie Molina, Mayor

ATTEST:



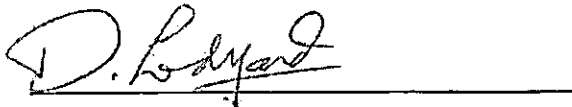
Jeff Kulaga, Town Manager/Clerk

APPROVAL:



Hon. Joseph C. Welty, Presiding Judge, Superior Court of Arizona in Maricopa County and as Presiding Judge of the Town of Guadalupe

APPROVED AS TO FORM:



David E. Ledyard, Guadalupe Town Attorney

ITEM #: 10.
DATE: 10/16/2023
AI #:1712



CITY COUNCIL ACTION REPORT

SUBJECT: AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE CITY OF AVONDALE HUMAN TRAFFICKING TASK FORCE

STAFF PRESENTER(S): Santiago Rodriguez, Chief of Police

SUMMARY

An Amended and Restated intergovernmental agreement with the City of Avondale allows the City of Goodyear Police Department to participate in the West Valley Human Trafficking Task Force.

STRATEGIC PLAN ALIGNMENT



Quality of Life

RECOMMENDATION

Authorize the City Manager or designee to execute the Amended and Restated Intergovernmental Agreement (IGA) with the City of Avondale's West Valley Human Trafficking Task Force which shall supersede the previously approved agreement. (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT

The Police Department's current FY2024 base budget covers the special victim's unit detective's position that would participate in the Human Trafficking Task Force. The City of Goodyear Police Department may request reimbursement for overtime and travel for case follow-up costs directly related to work performed by the Goodyear Police Department detective participating in the Human Trafficking Task Force. Costs may also be requested for the task force detective to attend training and travel for one personal development conference over three years.

BACKGROUND AND PREVIOUS ACTIONS

The City of Avondale, through the Southwest Valley Family Advocacy Center, applied for the Arizona Department of Emergency and Military Affairs (DEMA) grant. The grant was awarded to provide funding for programs, equipment and/or activities that reduce human trafficking. Avondale has formed the West Valley Human Trafficking Task Force and is asking the City of Goodyear, City of Buckeye, and Maricopa County to participate. The task force is led by an Avondale sergeant with the goal of reducing human trafficking in the west valley. Goodyear City Council recently approved the original IGA on September 11, 2023, and staff is now seeking Council approval on this Amended and Restated IGA, which will supersede the previous agreement and will incorporate additional minor revisions requested by the Maricopa County Attorney's Office.

STAFF ANALYSIS

The City's participation in the West Valley Human Trafficking Task Force allows for a cooperative effort to investigate criminal offenses concerning human trafficking of adults and minors.

The detective assigned to the task force may receive reimbursements for overtime, travel, and training while involved with task force operations. The Department's participation will allow the Department to assist with addressing the crimes of human trafficking in Goodyear and the West Valley.

Staff have reviewed and considered the minor revisions requested and incorporated in this Amended and Restated Agreement and are now requesting Council approval.

Attachments

Amended and Restated IGA

Attachment A - Funding Allocation Breakdown

**AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
WEST VALLEY SEX TRAFFICKING TASK FORCE
CREATION OF AND PARTICIPATION**

This Amended and Restated Intergovernmental Agreement (“IGA”) is entered into by and between the City of Avondale, the City of Buckeye, the City of Goodyear and Maricopa County, for and on behalf of their respective police departments or law enforcement agencies. Throughout this IGA governmental entities listed may be referred to as a “Party” and may be referred to collectively as “Parties”. The law enforcement agency of the Parties will be referred to as “Agency” or “Agencies”.

I. RECITALS

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

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

WHEREAS, pursuant to an Intergovernmental Agreement executed on or about October 1, 2012 the Parties partnered together for the design, construction and operation of the Southwest Family Advocacy Center (“the Center”) to provide a multi-disciplinary team approach with regard to investigation, assessment, medical treatment, and prosecution of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases; and

WHEREAS, on October 1, 2022, the City of Avondale, on behalf of the Center, was awarded grant funding from the Arizona Department of Emergency and Military Affairs (“DEMA”) for costs associated with programs, equipment and/or activities that reduce human trafficking; and

WHEREAS, the DEMA grant provided that the City of Avondale was authorized to distribute, oversee, and report the usage of the grant funding on behalf of and to partners of the Center; and

WHEREAS, the DEMA grant provided funding for partnering agencies to investigate potential trafficking cases, create a trafficking task force, pay personnel overtime associated with investigations and undercover operations, and other ancillary costs; and

WHEREAS, it is the desire of the Parties and Agencies to create a sex trafficking task force to coordinate efforts to identify, locate and rescue victims of child and adult sex trafficking by conducting undercover operations and online investigations, while also providing resources to victims and apprehending offenders.

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

II. PURPOSE & CREATION

The purpose of this IGA is to define the cooperative effort between the Parties and Agencies charged with the investigation of criminal offenses concerning sex trafficking of adults and minors. Furthermore, this IGA outlines procedures for reimbursement for certain law enforcement expenses associated with sex trafficking investigations including personnel overtime, training, and undercover operations.

This IGA creates the West Valley Sex Trafficking Task Force (“Task Force”) which is comprised of the Agencies of the above listed Parties.

III. MISSION

The mission of the Task Force is to identify, locate and rescue victims of child and adult sex trafficking by conducting undercover operations and investigations, while also providing resources to victims and apprehending offenders. This will be achieved through collaborative efforts among the Agencies, proper training, acquisition of necessary equipment and on-going investigative operations.

IV. OBJECTIVES

Each Agency, individually and while coordinating efforts, will strive to achieve the following objectives:

- *To identify, locate, and assist trafficking victims.*
- *To provide resources and assistance to trafficking victims.*
- *To identify, locate, and apprehend sex buyers and potential predators.*
- *To suppress sex buying operations.*
- *To enforce local ordinances and state statutes.*
- *To assist other Agencies with the suppression of sex and human trafficking.*

V. RESPONSIBILITIES

The responsibilities of each individual Agency vary depending upon the specific investigation, operation or task. The following outlines general responsibilities of the Agencies:

- A. All Agencies will:
 1. Identify and investigate sex traffickers;
 2. Identify sex trafficking victims and make referrals for social services;
 3. Collaborate with other investigative Agencies to proactively identify sex and human trafficking cases;
 4. Provide training, educational materials, and technical assistance concerning sex trafficking to assigned personnel about, but not limited to, the following topics:
 - i. Sex trafficking victim’s mindset
 - ii. Applicable local ordinances and state statutes
 - iii. Best practices for trafficking operations
 - iv. Current sex trafficking trends

- v. Undercover tactics for sex trafficking investigations
 - vi. Tactical considerations for sex trafficking operations
 - vii. Legal requirements concerning sex trafficking investigative operations
 - viii. Correct verbiage, and online chatting associated with sex trafficking
- 5. Provide planned takedown and cover teams for assigned personnel when operating within the Agency's jurisdiction (when necessary and depending upon staffing availability)
- 6. In accordance with the respective Agency's policies, assigned Detectives and Sergeants will be expected to utilize body worn camera or other covert recording systems provided by the Agency or Task Force in order to record encounters, conversations, and interactions with subjects in order to protect the integrity and safety of all involved.
- B. Avondale Police Department will:
 - 1. Provide one assigned Sergeant to supervise the operations
 - 2. Provide one assigned Detective
 - 3. Initiate investigations regarding sex trafficking
 - 4. Provide coordination and support in raising awareness and capacity among Avondale Police Department, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations ("NGOs") through training, community forums, and the development of a regional protocol for the identifying and responding to human and sex trafficking.
 - 5. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions; and
 - 6. Improve methods of communication between law enforcement Agencies and the victim service providers in the City of Avondale to ensure a coordinated community response to human and sex trafficking.
- C. Goodyear Police Department will:
 - 1. Provide one assigned Detective
 - 2. Initiate investigations regarding human sex trafficking
 - 3. Provide coordination and support in raising awareness and capacity among Goodyear Police Department, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations (NGOs) through training, community forums, and the development of a regional protocol for the identifying and responding to human and sex trafficking.
 - 4. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions
 - 5. Improve methods of communication between law enforcement Agencies and the victim service providers in the City of Goodyear, including the Crisis

Intervention Team with the Goodyear Fire Department, to ensure a coordinated community response to human and sex trafficking.

- D. Buckeye Police Department will:
 - 1. Provide one assigned Detective;
 - 2. Initiate investigations regarding human sex trafficking;
 - 3. Provide coordination and support in raising awareness and capacity among Buckeye Police Department, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations (NGOs) through training, community forums, and the development of a regional protocol for identifying and responding to human and sex trafficking.
 - 4. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions; and
 - 5. Improve methods of communication between law enforcement Agencies and the victim service providers in the City of Buckeye to ensure a coordinated community response to human and sex trafficking.
- E. Maricopa County Sheriff's Office will:
 - 1. Provide one assigned Detective;
 - 2. Initiate investigations regarding human trafficking;
 - 3. Provide coordination and support in raising awareness and capacity among law enforcement in the area of Maricopa County, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations (NGOs) through training, community forums, and the development of a regional protocol for the identifying and responding to human and sex trafficking.
 - 4. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions; and
 - 5. Improve methods of communication between law enforcement Agencies and the victim service providers in the area of Maricopa County to ensure a coordinated community response to human and sex trafficking.

VI. OPERATIONS

Each Agency will be primarily responsible for directing, monitoring, and carrying out the operations set forth below:

- A. Outreach Operation:
 - 1. Detectives will visit known forums, websites and geographical areas known for soliciting sex to identify offenders. Detectives will then set up a meeting at a pre-selected place and time. Once probable cause is established, the prostituted person will be detained by the arrest team that is staged nearby.
 - 2. Once the prostituted person is cleared of weapons or other harmful items, they will be introduced to service providers and advised they are not going to be

arrested for the offense. The prostituted persons will be given the option of accepting services or leaving the location.

3. This is a non-enforcement detail solely focused on the rescue of victims of child and adult sex trafficking.
4. The primary Detective will complete a departmental report documenting the encounter in their respective records management system in accordance with their assigned department policy.

B. Customer apprehension program:

1. Detectives will post ads on multiple forums, websites known to be frequented by sex buyers and predators who operate in a geographical area where there are known sex buyers. Once probable cause is established investigators may disclose the hotel location or hotel room to the suspect (as needed) or take the suspect in custody on location if applicable. The exact locations of the operation will only be disclosed with permission of Agency command to avoid multiple suspects arriving at the same time. Assigned Detectives will assist with workups and identification of suspects prior to the suspects arrival, if applicable.
2. Surveillance/overwatch teams will be set up in the parking lot or in the area of the undercover Detective and provide intel to other assigned personnel.
3. Takedown teams will take suspect into custody when deemed safe to proceed and in an appropriate location.
4. This is an enforcement operation which will be focused on identifying and arresting sex buyers.
5. Sex buyers will be charged with applicable city and or state offenses during this operation.
6. The primary Detective will complete a departmental report documenting the encounter in their respective records management system in accordance with their assigned department policy.

C. Child predator operation:

1. Detectives will focus on arresting sexual predators who are looking to traffic and/or engage in sexual activity with underage persons. Ads will be posted on a variety of internet sites commonly used to facilitate child sex, sex trafficking and prostituted persons. The undercover officers and detectives posing as juveniles and/or traffickers will field calls/texts/emails from suspects and set a "date" after an agreement for sexual services is determined.
2. Once a suspect arrives at the meet location, and probable cause has been established, the suspect will be taken into custody by the arrest team(s).
3. This operation is focused on identifying, locating, and arresting child predators for applicable city and or state offenses.
4. The primary Detective will complete a departmental report documenting the encounter in their respective records management system in accordance with their assigned department policy.

VII. COSTS AND ANY REIMBURSEMENT

- A. The Parties will be responsible for primary costs associated with implementing this IGA that are incurred by their respective Agencies.
- B. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this IGA.
- C. The City of Avondale has obtained a grant from DEMA. The grant provides for reimbursement for certain expenses associated with this IGA, including overtime pay, training, and various ancillary costs associated with sex trafficking investigative operations. The grant provisions are set forth in Attachment A, incorporated herein.
- D. Each Agency shall provide supporting documentation to the City of Avondale for Agency reimbursements. Agency reimbursement documentation shall be sent to the City of Avondale to the following contacts:

Advocacy Director: Reem George
Southwest Family Advocacy Center Director
2333 N Pebble Creek Pkwy STE A-200
Goodyear, AZ 85395
Office: 623-333-7911
Email: rgeorge@avondaleaz.gov

Finance and Budget: Veronica Martinez
Account Analyst
City of Avondale
11465 West Civic Center Drive, Suite 250
Avondale, AZ 85323
Office: 623-333-2044
Email: vmartinez@avondaleaz.gov

- E. Pursuant to the DEMA grant agreement, reimbursement amounts for each task force member, includes the following amounts:
 - 1. Monthly overtime hours worked up to \$64,800 for the duration of the grant period
 - 2. Out of state travel for professional development up to \$1,600 a year for three years,
 - 3. Out of state travel for case follow-up, up to \$1,300 a year for three years.
- F. Any Agency request for reimbursement shall be submitted to the City of Avondale in accordance with the following schedule:

PERIOD OF PERFORMANCE	SUBMITTAL OF REIMBURSEMENT DOCUMENTATION DUE DATE
Qtr. 1: July 1 – September 30	Qtr. 1: October 15
Qtr. 2: Oct.1 – Dec.31	Qtr. 2: January 15
Qtr. 3: Jan.1 - March 31	Qtr. 3: April 15
Qtr. 4: April 1 - June 30	Qtr. 4: July 15

VIII. EQUIPMENT

Computers, phones, internet access and any other hardware will be provided by the City of Avondale and will be considered the property of the City of Avondale.

IX. EFFECTIVE DATE, DURATION AND CANCELLATION OF IGA

This IGA shall become effective upon date execution upon the last date it is signed by all Parties and shall remain in effect until December 31, 2025, unless otherwise terminated by the terms of this IGA or operation of law. Failure by one or more Parties to execute the IGA shall not invalidate the IGA as to those Parties who did so. Any Party may withdraw from this IGA with or without cause by giving thirty (30) calendar days written notice to the other Parties to the IGA.

X. SUPERVISION AND WORKER'S COMPENSATION

Pursuant to A.R.S. § 23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this IGA shall be deemed to be an employee of all Parties. The parent Agency shall be solely liable for payment of worker's compensation benefits. Each Agency shall post a notice required pursuant to A.R.S. § 23- 1022(E). In addition, any volunteer of a Party that is involved in the execution of training, events, or activities pursuant to this IGA shall be considered an employee of that Party pursuant to A.R.S. § 23-901.06 and entitled to benefits pursuant to A.R.S. Title 23, Chapter 6 Worker's Compensation.

XI. Non-Joint Venture

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

XII. Employee Responsibility

Parties acknowledge that under this IGA an employee of one party is not to be considered an employee of another party in regard to rights of County merit, County retirement, or County personnel rules. The parties shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning the party's individual employees and shall save and hold one another harmless with respect thereto.

XIII. NONDISCRIMINATION

No Party shall engage in any form of illegal discrimination. The Parties to this IGA shall comply with all applicable provisions of state and federal non-discrimination laws and regulations which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act.

XIV.. INDEMNIFICATION

To the extent permitted by law, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officials, officers, employees, volunteers and agents (collectively, "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the Parties to this IGA that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations shall survive termination of this IGA.

XV. INSURANCE

Maricopa County is self-insured and can provide a letter of self-insurance for the following upon request.

The following insurance requirements are applicable:

- A. Each Party agrees to procure and maintain for the duration of the IGA, insurance against claims for injury to persons or damage to property that may arise from or in connection with this IGA.
- B. The insurance requirements contained in this IGA are minimum requirements and in no way limit the indemnity covenants contained in this IGA. The Agencies in no way warrant that the minimum limits are sufficient to protect the Parties from liabilities that might arise out of this IGA. The Parties are free to purchase additional insurance as they deem necessary.
- C. Minimum Scope and Limits of Insurance: Each Party shall provide coverage with limits of liability not less than those stated below:
Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

General Aggregate \$2,000,000

Each Occurrence \$1,000,000

- D. Workers' Compensation Insurance. Each Party shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over each Agencies employees engaged in the performance of work or services under this IGA and shall also maintain Employers Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.
- E. Notice of Cancellation: Each insurance policy required by the insurance provisions of this IGA shall not be suspended, voided, cancelled, reduced in coverage or in limits without

ten (10) business days' written notice from the insurer to the Agencies. Notice shall be mailed directly to the Agencies and shall be sent by certified mail, return receipt requested.

- F. Acceptability of Insurers: Insurance coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating or by a risk retention pool authorized pursuant to A.R.S. § 11-952.01.
- G. A party to this Agreement that is self-insured shall provide a Certificate of Self-Insurance showing no less than the minimum CGL and Workers' Compensation limits listed in this section.

XVI. GOVERNING LAW

The laws of the State of Arizona shall govern this IGA. Venue will be in the Maricopa County Superior Court. In the event of any litigation or arbitration arising out of this IGA, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

XVII. COMPLIANCE WITH E-VERIFY PROGRAM

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

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

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

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

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

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

XVIII. NOTICES

Any notice required to be given under this IGA will be provided to all Parties to this IGA. The Task Force Chiefs shall compile a list of each Agency's contact person, address, and phone number and distribute said list to each Party to this IGA. The contact list shall be updated annually.

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

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

V. OTHER PROVISIONS

The following general agreements are applicable:

- A. If any provision of this IGA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.
- B. This IGA contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This IGA may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this IGA shall not be deemed to amend this IGA and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.
- C. Each party agrees to comply with A.R.S. §§ 35-393 et seq., if applicable. Nothing within this IGA shall be construed to limit the ability of participating Agency to provide, or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime, or matter under consideration.
- D. The Parties expressly agree that this IGA is neither intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary, nor authorize anyone not a Party to this IGA to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this IGA.
- E. Neither this IGA nor any of its rights and obligations, may be transferred or assigned by any Party, without the consent of all Parties.
- F. No term or provision in this IGA is intended to create a partnership, joint venture, or Agency arrangement between the Parties.

XVVI. MULTIPLE COUNTERPARTS

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

Each Agency shall provide a copy of its fully executed IGA to every other Agency.

[SIGNATURES ON FOLLOWING PAGES]

We, the undersigned, as authorized representative of the named Party and Agency, do hereby approve this document.

IN WITNESS WHEREOF, the parties hereto have executed this IGA as of the date of the last signature set forth below (the “Effective Date”).

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation

Ron Corbin, City Manager

Date: _____

ATTEST:

Marcella Carrillo, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above IGA on behalf of his client and (ii) as to his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Nicholle Harris, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Buckeye”

CITY OF BUCKEYE, an Arizona
municipal corporation

Daniel Cotterman, City Manager
Date: _____

ATTEST:

Buckeye City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above IGA on behalf of his client and (ii) as to his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

K. Scott McCoy, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Goodyear”

CITY OF GOODYEAR, an Arizona
municipal corporation

Wynette Reed, City Manager

Date: _____

ATTEST:

Darcie McCracken, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above IGA on behalf of his client and (ii) as to his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Roric V. Massey, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“County”

COUNTY OF MARICOPA, ARIZONA, an Arizona
municipal corporation

Clint Hickman, Chairman, Board of Supervisors

Date: _____

ATTEST:

Juanita Garza, Clerk of the Board

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above IGA on behalf of her/his client and (ii) as to her/his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

County Attorney

STAFF SUMMARY SHEET

	TO	ACTION	SIGNATURE (Surname), GRADE AND DATE		TO	ACTION	SIGNATURE (Surname), GRADE AND DATE
1	AZDEMA-CFO	COORD	Mr. Jensen Forde Digitally signed by Jensen Forde Date: 2022.12.08 15:50:34 -07'00'	6			
2	AZDEMA-Gn. Counsel	COORD	Mr. Jeremy Horn Digitally signed by Horn, Jeremy Date: 2022.12.09 10:07:39 -07'00'	7			
3	NGAZ-DAS-COS	Review	LTC Justin Douglas	8			
4	NGAZ-TAG	Approve	MG Kerry L. Muehlenbeck	9			
5				10			

SURNAME OF ACTION OFFICER AND GRADE

Mr. Kyle Matthew

SYMBOL

AZDEMA-CPO

PHONE

(602) 464-6491

TYPIST'S
INITIALS
EJM

SUSPENSE DATE

SUBJECT

Border Security Fund Agreement- Avondale Police Department, Anti Human Trafficking, SWFAC

DATE

20221205

SUMMARY

Attachments

1. PURPOSE: Reimburse Avondale Police Department, acting on behalf of the Southwest Family Advocacy Center, for the costs of programs, activities and/or equipment that reduce human trafficking, and that comply with the requirements of Section 26-106, Arizona Revised Statutes.

2. BACKGROUND: General Appropriations Act; 2022-2023; H.B. 2862, 55th Legislature, 2nd Regular Session, Sec. 110

3. DISCUSSION: Avondale Police Department will use these funds to cover operating costs of the Southwest Family Advocacy Center, and contract with the members of the center for services that reduce human trafficking.

4. RECOMMENDATION: NGAZ-TAG approve/sign agreement.

//SIGNED//

KYLE MATTHEW

Chief Procurement Officer

Arizona Department of Emergency and Military Affairs

(602) 464-6491

kyle.matthew@azdema.gov

1 Attachment

1. M22-0052_APD_AHTGF_\$499K_SWFAC.pdf



Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

Agreement Type: Agreement
M22-0052

Effective Date: October 1, 2022
Termination Date: December 31, 2025

Agreement Title: The City of Avondale, Anti-Human Trafficking Grant Fund Program, Laws 2022 Chapter 313, Section 110.

CITY OF AVONDALE AGREEMENT ADMINISTRATORS

The City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323
Contact Name: Ron Corbin, City Manager
Phone Number: (623) 333-1016
Email: Citymanager@avondaleaz.gov

Avondale Police Department
11485 West Civic Center Drive
Avondale, AZ 85323
Contact Name: Reem Nabil George, Director of the Southwest
Family Advocacy Center
Phone Number: (623) 333-7911
Email: RGeorge@avondaleaz.gov

DEMA AGREEMENT ADMINISTRATOR

Arizona Department of Emergency and Military Affairs
5645 East McDowell Road,
Building. M5800
Phoenix, AZ 85008
Contact Name: Kyle Matthew, Chief Procurement Officer
Phone Number: (602) 464-6491
Email: Kyle.Matthew@azdema.gov

THIS AGREEMENT, (hereinafter referred to as “Agreement”) is between the **STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS** [hereinafter referred to as “DEMA”, a “budget unit” as defined in A.R.S. § 35-101 authorized to contract pursuant to A.R.S. § 26-102] and **THE CITY OF AVONDALE** and the **AVONDALE POLICE DEPARTMENT** [hereinafter referred to together as “City”, authorized to contract pursuant to A.R.S. § 9-241]. The City of Avondale for the purposes of this Agreement bears the responsibility of distributing, overseeing, and reporting on the usage of Border Security Fund funds on behalf of the partnering agencies of the **SOUTHWEST FAMILY ADVOCACY CENTER** [hereinafter referred to together as the “Center”]. The purpose of this Agreement is to establish the process for oversight of activities conducted by the Center and reimbursed by DEMA through the City pursuant to Appropriation Legislation 2022-2023, approved by the Governor on June 28, 2022, and authorized in accordance with Laws 2021 Chapter 408, Section 106 to distribute to the City for the purposes outlined in Section 26-106, Arizona Revised Statutes.



Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA

DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement

Executed this day by the duly authorized officer of the Eligible Entity:

The City of Avondale	Arizona Department of Emergency and Military Affairs
Signature  Ron Corbin (Jan 24, 2023 08:03 MST)	Signature 
Printed Name Ron Corbin	Printed Name Major General Kerry L. Muehlenbeck
Title City Manager	Title The Adjutant General
Date Jan 24, 2023	The above referenced Agreement is hereby executed this 4th Day of February, 20 23

Avondale Police Department
Signature  Memo Espinoza (Jan 24, 2023 08:16 MST)
Printed Name Memo Espinoza
Title Chief of Police
Date Jan 24, 2023

ATTEST:







Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

AGREEMENT TERMS

1. Recitals: The purpose of this Agreement is to define the terms under which DEMA will provide funds to the City for programs, equipment, and/or activities that reduce human trafficking and that comply with Section 26-106, Arizona Revised Statutes, conducted by the Center to be reimbursed by DEMA.

1.1 The City, as the signatory to this Agreement on behalf of other law enforcement agencies cooperating on behalf of the Center, is solely responsible for the usage of Border Security Funds. Once DEMA transfers the funds under this Agreement to the City, the City is solely responsible for overseeing the funds, including any further disbursement to other law enforcement-related agencies that partner with the City, and reporting to DEMA on the usage of these funds. If the City further disburses these funds to another law enforcement-related agency, including the Center, following the initial fund transfers from DEMA, the City shall retain responsibility for any necessary information or documentation relating to the spending of these funds be made available to DEMA upon request. The City shall be DEMA's primary point of contact for any issues or information related to this Agreement or the funds transferred under it.

2. Definitions: The Parties agree to expeditiously initiate and complete the Scope of Work under this Agreement. The Parties warrant, represent and agree that they, their employees, and representatives will comply with all applicable provisions provided herein. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

2.1. "A.R.S." means Arizona Revised Statutes.

2.2. "Agreement" means the terms and conditions of this Agreement between the State of Arizona Department of Emergency Management and Military Affairs (STATE) and The City of Avondale and the Avondale Police Department together (The City), and its addendums: Scope of Work, (Addendum A), Price Sheet (Addendum B), and Budget and Justification (Addendum C), constitute the entire Agreement between the Parties and supersede other understandings, oral or written.

2.3. "City" means The City of Avondale and the Avondale Police Department together, unless context requires that they be treated as separate entities. Unless treated as separate entities, The City of Avondale and the Avondale Police Department shall be treated as a single Party to this Agreement, and shall jointly have, exercise, and be responsible for the same rights and obligations under this Agreement.

2.4 "FY" means State Fiscal Year.

2.5. "Party" and/or "Parties" means DEMA and/or The City of Avondale.

2.6. "Project" means activities conducted within Scope of Work and from Border Security funds.

2.7. "State" means the State of Arizona.

2.8. "Southwest Family Advocacy Center," "SWFAC" and/or "Center" means the organization cooperatively formed by the City of Avondale, the Town of Buckeye, the City of Goodyear, and the County of Maricopa, Arizona.

3. Access to Information: Subject to statutory confidentiality requirements of the State of Arizona, the Parties to this Agreement shall have full, complete, and equal access to data and information prepared under this Agreement on a no-charge basis.



Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700



Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

4. Amendment: This Agreement, excluding Addendums, may be modified only by written Amendment signed and dated by authorized representatives of each signatory (treating The City of Avondale and the Avondale Police Department as separate signatories for this purpose) to this Agreement. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon the dated signature of the last signatory (again, treating The City of Avondale and the Avondale Police Department as separate signatories for this purpose). Executed copies of any Amendment shall be provided to each signatory.

4.1. Addendum Amendments: Addendums to this Agreement may be amended or modified, as necessary, only by the Parties' authorized contracting and procurement officers.

5. Budget: The amount of \$499,925.99 was appropriated in FY2023 and transferred to the Border Security Fund for deposit in the Anti-Human Trafficking Grant Fund effective October 1, 2022. DEMA shall make payment for services or reimbursement within thirty (30) days after receipt of valid invoices and supporting documentation from the City. Payments shall be made by electronic funds transfer in lieu of a State warrant whenever possible. Funds provided by DEMA to the City under this Agreement shall be used only for the purposes identified in this Agreement. Funds provided by DEMA to the City under this Agreement shall not be used to supplant Federal, State, County or local funds that would otherwise be available to the City for the purposes identified in this Agreement and shall be used to supplement funds already available to the City for the purposes identified in this Agreement.

6. Non-Availability of Funds: Pursuant to A.R.S. § 35-154(A), every payment obligation under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. Payment Mechanism: Payment shall be made within thirty (30) days after receipt of a valid invoice and supporting documentation.

8. Conflict Resolution Procedures:

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

8.2. In the event of any judicial proceeding related to this Agreement the Parties agree that venue shall be proper in Maricopa County, Arizona.

8.3. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

9. Assignment: Neither Party may assign rights hereunder without the other Party's express, written, prior consent.

10. Conflict of Interest: Either Party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.

11. Agreement Term: The term of this Agreement shall be from October 1, 2022, December 31, 2025.

12. Effective Date: This Agreement shall become effective upon the date of the last signatory's signature



Douglas A. Ducey
GOVERNOR

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Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

13. Notices, Correspondence, Reports:

13.1. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following persons at the following addresses: Notices and correspondence (except for correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement) shall be sent to:

For The City of Avondale:	For DEMA:
Name: Reem Nabil George	Name: Darlene Quihuis
Title: Director of the Southwest Family Advocacy Center	Title: Assistant Director
Phone: (623) 333-7911	Phone: (602) 464-6454
Email: RGeorge@avondaleaz.gov	Email: Darlene.Quihuis@azdema.gov

13.2. Correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:

For The City of Avondale:	For DEMA:
Name: Reem Nabil George	Name: Kyle A. Matthew
Title: Director of the Southwest Family Advocacy Center	Title: Chief Procurement Officer
Address: 2333 N. Pebble Creek Parkway, Suite A-200, Goodyear, AZ 85395	Address: 5645 East McDowell Road, Building M5800, Phoenix AZ 85008
Phone: (623) 333-7911	Phone: (602) 464-6491
Email: RGeorge@avondaleaz.gov	Email: Kyle.Matthew@azdema.gov

13.3 Reports and deliverables shall be sent in accordance with the Scope of Work, Reporting Requirement & Deliverables.

13.4. Either Party to this Agreement may designate a new contact by delivering written notice to all other signatories in accordance with these notice requirements.



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14. Ownership of Information: Both Parties retain title to all documents, reports, data, and other materials prepared as a part of the Project. DEMA and The City shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement.

15. Project Review: It is the responsibility of the City to coordinate with DEMA regarding the progress of the Project as defined in the Scope of Work and related attachments. DEMA may request in writing, at its discretion, written progress updates, which the City shall provide to DEMA within 15 calendar days of DEMA's request.

16. Severability: The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

17. Termination:

17.1. DEMA or the City may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to DEMA or the City, as appropriate. The notice shall specify the effective date of termination. Any deviation or failure to comply with the purposes and/or conditions of this Agreement by the City without written permission from DEMA may constitute cause for DEMA to terminate this Agreement.

17.2. In the event the Agreement is terminated, the City shall deliver all financial and programmatic records, supporting documents, statistical records, electronic data, and other related records. All records and documents of both Parties shall be maintained and available for access in accordance with A.R.S. §§ 35-214, 39-101, 41-151 and any other State or local rule or regulation. Repayment to DEMA of a portion or full payment received by the City may be required.

17.3. Upon notice of termination of this Agreement, the Parties will cooperate and work diligently to prepare a transition plan to include a transition schedule and circumstances for transfer of deliverables including, but not limited to, records, funds (both unexpended and any previously expended funds that may have been spent in violation of the purposes and conditions of this Agreement), and compliance with closing auditing requirements to be performed at the City's expense.

18. Indemnification: Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona is self-insured per A.R.S. § 41-621.

In addition, should the City utilize contractor(s), the City's contract with each such contractor shall (a) include the following language: (b) require that the following language be included by the contractor in all its subcontracts; and (c) require the contractor to require all its subcontractors include the following language in their contracts with all of their subcontractors:

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless The City of Avondale, DEMA and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to



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be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, the Contractor and its subcontractors shall name The City of Avondale, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds and also include a waiver of subrogation in favor of The City of Avondale, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

19. E-Verify: To comply with A.R.S. § 41-4401(A), each Party hereby warrants its compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either Party uses contractors in performance of this Agreement, the contractors shall warrant their compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with this warranty.

20. Waiver: The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.

21. Non-Discrimination: Pursuant to Title 41, Chapter 9, Article 4 of the A.R.S. and Executive Order 2009-09, the City shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.

22. Implied Consent Terms: Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

23. Record Keeping Requirements: Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all data, books, accounts and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement, after any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.

24. Lobbying: Upon signature of this Agreement, the City shall disclose all lobbying activities to DEMA to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The City shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.

25. Antitrust Recovery: The City assigns to DEMA any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the City toward fulfillment of this Agreement.



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26. Compliance with Laws. The City agrees to comply with all state and local laws and regulations applicable to the terms and conditions of this Agreement including but not limited to State of Arizona Accounting Manual (SAAM) and State and local procurement codes; whichever is more restrictive will apply.



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ADDENDUM A SCOPE OF WORK

1. **Project Title:** The City of Avondale, Anti-Human Trafficking Grant Fund Program.
2. **Project Timeline:** October 1, 2022 to December 31, 2025.
3. **Purpose:**
 - a. Reimburse The City of Avondale, acting on behalf of the Southwest Family Advocacy Center (SWFAC), for costs associated with programs, equipment and/or activities that reduce human trafficking, and that comply with the requirements of Section 26-106 Arizona Revised Statutes.
4. **Tasks:**
 - a. Purchase supplies in accordance with the budget approved by DEMA.
 - b. Appoint, train, equip and reimburse Avondale Detective, Police Crime Analyst and Sergeant in positions at the Center, in accordance with the budget approved by DEMA.
 - c. Make reservations for and reimburse SWFAC personnel travel costs for human-trafficking training conferences, and for out-of-state travel for investigation and case follow-up.
 - d. Copies of all contracts are to be provided to DEMA upon request.
5. **Cost**
 - a. Not to exceed \$499,925.99.

6. **Reporting Requirements and Deliverables:**

Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Financial Expenditure Report	Provide an accurate and detailed expenditure report with backup documentation. <u>Period of Performance:</u> Qtr. 1: July 1 – Sept. 30 Qtr. 2: Oct.1 – Dec.31 Qtr. 3: Jan.1 - March 31 Qtr. 4: April 1 - June 30	Qtr. 1: Oct. 15 Qtr. 2: Jan. 15 Qtr. 3: April 15 Qtr. 4: July 15 In the event that the 15 th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov



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Timeframe	Deliverable	Description	Due Date	Send To:
Final	Financial Summary Report	Provide an accurate and detailed expenditure financial summary report of project period.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Quarterly	Programmatic Report	Provide a progress report of all Border Security Fund activities & metrics by the jurisdiction during the reporting period. <u>Period of Performance:</u> Qtr. 1: July 1 – Sept. 30 Qtr. 2: Oct.1 – Dec.31 Qtr. 3: Jan.1 - March 31 Qtr. 4: April 1 - June 30	Qtr. 1: Oct. 15 Qtr. 2: Jan. 15 Qtr. 3: April 15 Qtr. 4: July 15 In the event that the 15 th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Final	Programmatic Report	Provide a final report to include a summary narrative of annual accomplishments and metrics.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

7. Additional Requirements:

- Ensure all procurement of goods and services are following established applicable procurement law and the City's written policies and procedures. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open, and free competition.
- All Border Security funds must be accounted for by the City in writing and in compliance with the State of Arizona Accounting Manual (SAAM), available at <https://gao.az.gov/publications/saam>.



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**ADDENDUM B
PRICE SHEET**

Budget October 1, 2022, to December 31, 2025

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$201,780.00
Fringe	\$4,056.00
Travel	\$12,300.00
Equipment (Not Applicable)	\$0
Supplies	\$30,140.00
Contractual	\$251,649.99
Other (Not Applicable)	\$0
Total Direct Costs	\$499,925.99
Administration (Not applicable)	\$0
TOTAL (Not to Exceed)	\$499,925.99

With prior written approval, the City is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require a DEMA review and amendment to the Price Sheet, Addendum B.



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ADDENDUM C

BUDGET AND JUSTIFICATION

October 1, 2022, to December 31, 2025

A. Personnel:

Position (1)	Name (2)	Annual Salary/Rate (3)	Level of Effort (5)	Total Salary (6)
Avondale Detective, 30 hours of overtime work/month	TBD from among current ICAC/sex crimes detectives	\$21,600.00/year x 3 years	100%	\$64,800.00
Part-time Police Crime Analyst, 20 hours/week	TBD	\$40,560.00/year x 3 years	100%	\$121,680.00
Police Sergeant, 5 hours/month	TBD from among current sergeants at the advocacy center	\$5,100.00/year x 3 years	100%	\$15,300.00

TOTAL PERSONNEL REQUEST	\$201,780.00
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JUSTIFICATION:

This funding will cover personnel costs for three years of a part-time crime analyst, an Avondale detective located at the Center, and an Avondale detective located at the Center. The analyst will have at least four years of experience as a crime and intelligence analyst and a bachelor's degree from an accredited university specializing in criminal justice or a related field. The analyst will meet and communicate regularly with the team and provide assistance, analysis and reports to the task force.

The Avondale detective will be a seasoned Internet Crimes Against Children (ICAC) detective located at the Center and will perform operations such as undercover stings and investigations during overtime hours dedicated to the prevention of human trafficking.

The Avondale sergeant will perform supervision and assistance with task force activities.



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Utilizing current ICAC and sex crimes detectives (for Avondale and sub-contractors- Buckeye, Goodyear, and MCSO) brings the benefit of utilizing online investigations techniques, and advanced forensic interview experience learned through their current positions.

Having all detectives located at the same facility allows for better communication and coordination for the task force and any activity relating to undercover operations. In addition, utilizing overtime for current detectives allows the four agencies time to get the project started immediately. This will enable the four agencies to arrange for more permanent solutions beyond the project timeline, and plan more strategically.

B. Fringe Benefits:

Position (1)	Name (2)	Rate (3)	Total Salary (5)	Total Fringe (6)
Police Crime Analyst	TBD	\$1,352.00/year x 3 years.		\$4,056.00
TOTAL FRINGE REQUEST				\$4,056.00

JUSTIFICATION:

Funding will provide for annually accrued sick leave only for Avondale Police Crime Analyst.

C. Travel:

Purpose (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost (5)
Professional Development Conference for one detective and one crime analyst.	TBD	Transportation, Airfare, Registration, Lodging and per diem.	\$1,600.00 x 2 Persons x 3 Years	\$9,600.00
Out-of-state travel for one Avondale detective for case investigation and case follow-up.	TBD	Transportation, Airfare, Registration, Lodging and per diem.	\$1,350.00 x 2 Years	\$2,700.00



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TOTAL TRAVEL REQUEST	\$12,300.00
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JUSTIFICATION:

One detective and one part-time analyst assigned to the Center will attend one training per year for two years focused on human trafficking investigations and operations, as well as professional development. Professional development resources are designed to provide intensive training for detectives, enabling them to network with their peers nationally while providing them with the necessary knowledge of emerging trends and investigative techniques.

The out-of-state travel for detectives will permit them to follow-up on leads and interview witnesses for their investigations.

D. Equipment (Over \$5,000 per item): Not Applicable

E. Supplies: (Items Costing Less Than \$5,000.00 per unit)

Item(s) (1)	Rate (2)	Cost (3)
12 Burner phones	\$50/Phone x 3 phones/detective x 4 detectives	\$600.00
5 Computers not affiliated with any city for undercover operations- four detectives and one analyst	\$1,000.00/computer x 5 computers	\$5,000.00
Callyo law enforcement mobile app installed on the burner phone for each detective	\$45/month x 12 months x 3 years x 4 detectives	\$6,480.00



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Marinus Analytics “Traffic Jam” software licensing fees	\$2,300.00 x 3 years	\$6,900.00
24 Hotel stays for undercover operations	\$150/day x 2-day operations x 4 operations x 3 years	\$3,600.00
Online dating app subscriptions for each detective, two apps per month	\$20/app x 2 apps/detective x 4 detectives x 36 months	\$5,760.00
Training brochures- including impressions and prints for first responder training	\$1,800 for the project timeline	\$1,800.00
TOTAL REQUEST		\$30,140.00

JUSTIFICATION:

These supplies will enable detectives to work efficiently and utilize mobile applications and online forums for their undercover investigations. Callyo will provide detectives with the capability of investigating human trafficking cases online, while Traffic Jam will provide a task force with a report containing tips on potential leads on human trafficking activities in their cities.

Hotel rentals will allow detectives to conduct operations to identify potential trafficking victims. Subscriptions for dating sites assist detectives with communicating with potential victims and setting up “dates” for rescue operations.

Brochures will be printed, widely dispersed throughout the four agencies and used as a resource for first responders.



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F. Contractual:

Name (1)	Service (2)	Rate (3)	Cost (4)
Buckeye Police Department	1 Buckeye detective to provide 36 months of overtime work at 30 hours per month to perform investigation and undercover operations.	\$60/hour x 30 hours/month x 36 months	\$64,800.00
Buckeye Police Department	Ground transportation, airfare, registration, lodging and per diem pay for 1 Buckeye detective to attend an annual professional development conference for three years.	\$1,600.00 x 3 years	\$4,800.00
Buckeye Police Department	Ground transportation, airfare, lodging and per diem pay for out-of-state travel for 1 Buckeye detective for case investigation and case follow-up.	\$1,350.00 x 2 years	\$2,700.00
Buckeye Police Department		Subtotal	\$72,300.00
Goodyear Police Department	1 Goodyear detective to provide 36 months of overtime work at 30 hours per month to perform investigations and undercover operations.	\$60/hour x 30 hours/month x 36 months	\$64,800.00
Goodyear Police Department	Ground transportation, airfare, registration, lodging and per diem pay for 1 Goodyear detective to attend an annual professional development conference over three years	\$1,600.00 x 3 years	\$4,800.00
Goodyear Police Department	Ground transportation, airfare, lodging and per diem pay for out-of-state travel for 1 Goodyear detective for case investigation and case follow-up.	\$1,350.00 x 2 years	\$2,700.00



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Name (1)	Service (2)	Rate (3)	Cost (4)
Goodyear Police Department		Subtotal	\$72,300.00
Maricopa County Sheriff's Office (MCSO)	1 MCSO Detective to provide 36 months of overtime work at 30 hours per month to perform investigations and undercover operations	\$60/hour x 30 hours/month x 36 months	\$64,800.00
Maricopa County Sheriff's Office (MCSO)	Ground transportation, airfare, registration, lodging and per diem pay for 1 MCSO detective to attend an annual professional development conference over three years.	\$1,600.00 x 3 years	\$4,800.00
Maricopa County Sheriff's Office (MCSO)	Ground transportation, airfare, lodging and per-diem pay for out-of-state travel for 1 MCSO detective for case investigation and case follow-up.	\$1,350.00 x 2 years	\$2,700.00
Maricopa County Sheriff's Office (MCSO)		Subtotal	\$72,300.00
Dr. Dominique Roe-Sepowitz, ASU	Training for all first-responders for the four partner agencies	\$650.00/training x 15 trainings	\$9,750.00
Dr. Dominique Roe-Sepowitz, ASU	Annual evaluation of data, analysis and report.	\$8,333.33 x 3 years	\$24,999.99
Dr. Dominique Roe-Sepowitz, ASU		Subtotal	\$34,749.99
TOTAL CONTRACTUAL REQUEST			\$251,649.99



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JUSTIFICATION:

The sub-grantees, Buckeye, Goodyear and MCSO will perform the same duties as the Avondale detective, enabling them to investigate potential trafficking cases, coordinate efforts with one another, and create the human trafficking task force, among other activities.

Funds for training will be used to train all first responders. The annual evaluation will compile data in a report for future permanent funding of human trafficking operations and will be used to show the community's needs.

The contract with Mrs. Roe-Sepowitz will provide training for staff and law enforcement officers at various locations in the west valley to accommodate all four law enforcement agencies totaling five training sessions per year for three years (15 total training sessions X \$650 a day, federal rate), for a total of \$9,750. The training sessions for first responders will include the following:

400 Officers

45 Center staff

75 Dispatchers

250 Fire personnel

50 Other direct service staff

100 Other law enforcement partners

Mrs. Roe-Sepowitz will gather and evaluate data from the previous year, including the number of crime victims served, the number of investigations completed, the number of cases submitted for prosecution, gaps in service, demographics of victims, and defendants and any recommendation for additional services and any other relevant information that will be presented in a report annually to the Steering Committee. The cost for the collection of data and report writing per year is \$8,333.33 x 3 years, totaling \$24,999.00.

G. Other: Not Applicable

H. Total Direct Charges:

TOTAL DIRECT CHARGES	\$499,925.99
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I. Administration: Not Applicable



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J. Total Project Costs:

TOTAL REQUEST- TOTAL PROJECT COSTS (Sum of Total Direct Costs and Admin Costs)	\$499,925.99
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K. BUDGET SUMMARY:

Category	Year 1	Year 2*	Year 3*	Total Project Costs
Personnel	\$67,260.00	\$67,260.00	\$67,260.00	\$201,780.00
Fringe	\$1,352.00	\$1,352.00	\$1,352.00	\$4,056.00
Travel	\$4,550.00	\$4,550.00	\$3,200.00	\$12,300.00
Equipment				
Supplies	\$14,980.00	\$7,580.00	\$7,580.00	\$30,140.00
Contractual	\$85,233.33	\$85,233.33	\$81,183.33	\$251,649.99
Other				
Total Direct Charges	\$173,375.33	\$165,975.33	\$160,575.33	\$499,925.99
Administration				
Total Project Costs	\$173,375.33	\$165,975.33	\$160,575.33	\$499,925.99

*FOR FUTURE REQUESTED YEARS

ITEM #: 11.
DATE: 10/16/2023
AI #:1653



CITY COUNCIL ACTION REPORT

SUBJECT: ADOPT LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENT PLAN; AND PROVIDE FOR AN EFFECTIVE DATE

STAFF PRESENTER(S): Jared Askelson, Deputy Finance Director

SUMMARY

The adoption of the Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP) is the second of four Council items related to the update of development impact fees and is consistent with state requirements.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

ADOPT RESOLUTION NO. 2023-2324 ADOPTING THE LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENTS PLAN (IIP), PROVIDING FOR CORRECTIONS, SEVERABILITY AND AN EFFECTIVE DATE. (Jared Askelson, Deputy Finance Director)

FISCAL IMPACT

There is not an immediate fiscal impact related to adopting the LUA and IIP, but it is a required step in the process for updating development impact fees.

Development impact fees allocate the appropriate cost of new infrastructure to growth related development. These updated reports and associated fees will help form revenue forecasting for capital projects and the resulting capital improvements plan (CIP). It is anticipated that the updated fees will be effective on April 1, 2024, with a state mandated fee moratorium beginning at that time, as applicable.

BACKGROUND AND PREVIOUS ACTIONS

Development impact fees (DIF) are established to ensure that new construction pays for an appropriate share of growth related infrastructure. The process for updating DIFs is outlined in Arizona Revised Statute 9-463.05. One requirement is a review of existing LUA and IIP at least every five years. The current fees became effective in April 2019 and the underlying LUA and IIP were approved in October 2018.

As required by state law, a consulting firm, TischlerBise, Inc., was selected to perform the update. Staff from several departments worked with the consultant to develop ten year growth assumptions, assess current infrastructure service levels, and to identify and prepare costs for the infrastructure needs associated with growth projections. City staff and the consultant have held five stakeholder outreach meetings to gather feedback from the development community. The result of this work is an updated draft LUA and IIP document. The document was posted to the City's website on July 13, 2023, also in accordance with state law. On September 11, 2023 a public hearing was held and a presentation was made to provide updates and receive input on the impacts of both residential and non-residential fees.

STAFF ANALYSIS

The adoption of the LUA and IIP is the second of four Council items related to the update of Development Impact Fees. The attached report represents the finalized Land Use Assumptions and Infrastructure Improvements Plan, but the development impact fees are considered draft until the fee adoption process is completed on January 8, 2024.

The following table summarizes the next steps to adopting the plans, fees, and fee implementation.

Date	Activity
November 27, 2023	Public Hearing on fee adoption
January 8, 2024	Adoption of Fees
April 1, 2024	Effective Date of Fees

Attachments

Presentation
Resolution No. 2023-2324
Land Use Assumptions and Infrastructure Improvements Plan Report



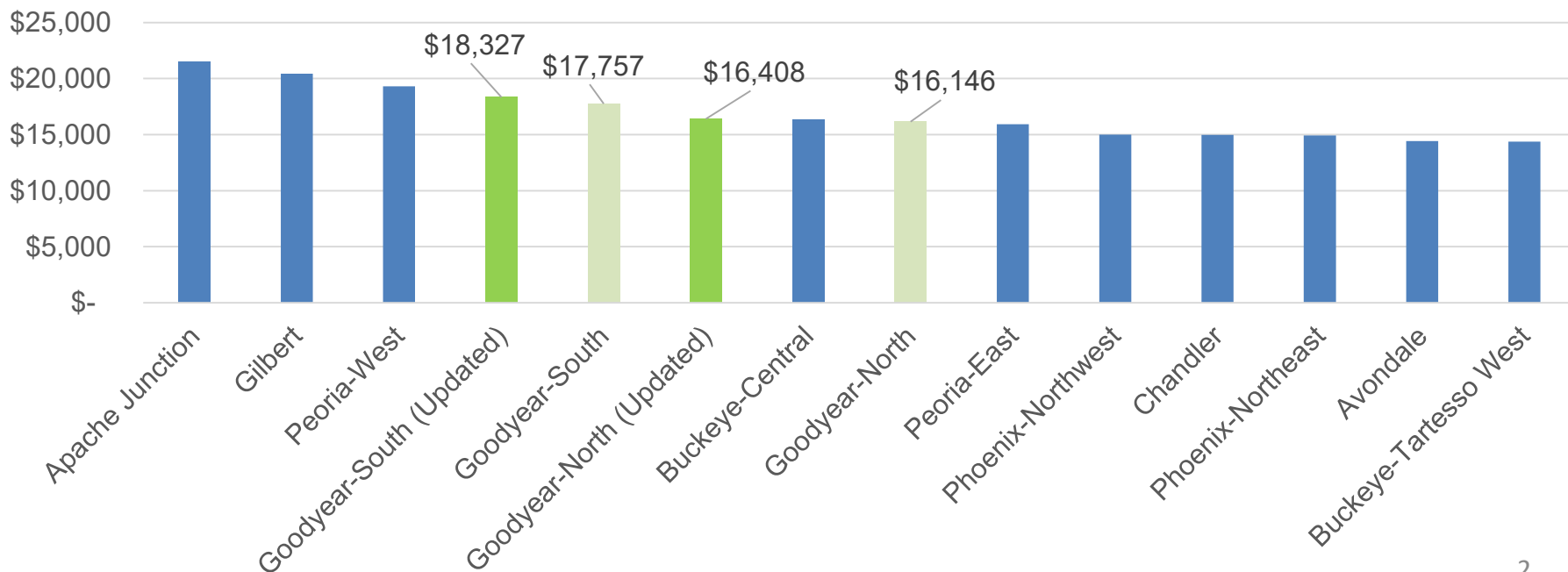
City of Goodyear Land Use Assumptions (LUA) and Infrastructure Improvement Plan (IIP)

October 16, 2023

LUA and IIP Adoption



Single Family Residential Comparison



IIP changes from 2018 study

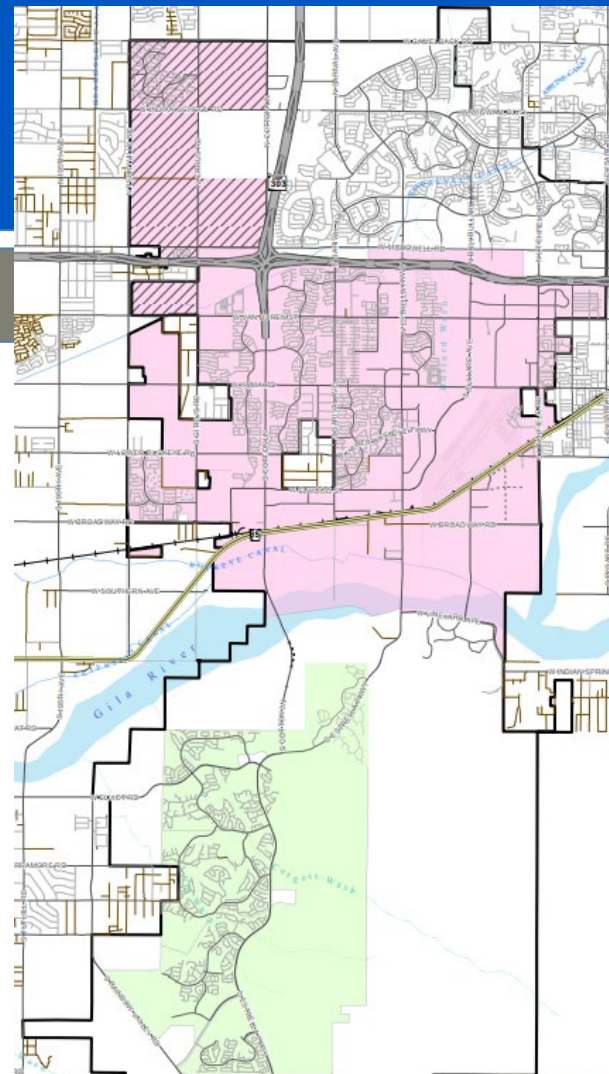
- Fire
 - Single citywide fee
- Streets
 - Offset with “excess” construction sales tax
- Water and Wastewater
 - Charged by meter size up to 1½”

LUA and IIP Adoption



Revised Utility map

- Service areas
- Current agreements



Public Hearing for LUA and IIP



- Fee Adoption

- | | |
|--------------------------|-------------------|
| - Notice of intention | October 16, 2023 |
| - Public hearing | November 27, 2023 |
| - Adoption | January 8, 2023 |
| - Effective date of fees | April 1, 2024 |

RESOLUTION NO. 2023-2324

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ADOPTING THE LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENTS PLAN (IIP), PROVIDING FOR CORRECTIONS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article 9-8 of the Goodyear City Code establishes uniform procedures for the imposition, calculation, collection, expenditure, and administration of development fees imposed on new development; and

WHEREAS, Arizona Revised Statutes §9-463.05 sets the standards and procedures for creating and assessing development fees; and

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona retained the professional services of TischlerBise Consultants Inc. (TischlerBise) to develop the City's Land Use Assumptions (LUA) and Infrastructure Improvements Plan (IIP) using generally accepted engineering and planning practices pursuant to Arizona Revised Statute §9-463.05, and

WHEREAS, TischlerBise provided Land Use Assumptions and an Infrastructure Improvements Plan (IIP) in compliance with Arizona Revised Statute §9-463.05; and

WHEREAS, the City of Goodyear posted the Land Use Assumptions and Infrastructure Improvements Plan on July 13, 2023 and held five stakeholder meetings to receive input on the same; and

WHEREAS, the City of Goodyear posted the Land Use Assumptions and Infrastructure Improvements Plan (IIP) on the city's website beginning on July 13, 2023, which is more than sixty days prior to the September 11, 2023 public hearing in compliance with Arizona Revised Statute §9-463.05; and

WHEREAS, the City of Goodyear received an update and conducted a public hearing on the Land Use Assumptions and Infrastructure Improvements Plan (IIP) on September 11, 2023, more than thirty days before the plan is being presented to the Mayor and Council for adoption; and

WHEREAS, following the stakeholder input and public hearing, modifications were made to the Infrastructure Improvements Plan (IIP) and Land Use Assumptions; and

WHEREAS, the City of Goodyear intends to assess development fees as reflected in that certain document titled "Land Use Assumptions and Infrastructure Improvements Plan, and Development Fee Report" dated October 16, 2023; and

WHEREAS, the Mayor and Council find that the adoption of Resolution 2023-2324 would be in the best interests of the City.

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

SECTION 1. ADOPTING THE CITY OF GOODYEAR, ARIZONA LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENTS PLAN

The City of Goodyear, Arizona land use assumptions and infrastructure improvements plan reflected in that certain document titled "Land Use Assumptions, Infrastructure Improvements Plan, and Development Fee Report," dated October 16, 2023, a copy of which is attached hereto, is hereby adopted as set forth in this resolution.

SECTION 2. NOTICE OF INTENTION

The City of Goodyear hereby is providing notice of its intention to assess development fees as reflected in the Land Use Assumptions and Infrastructure Improvements Plan, and Development Fee Report, dated October 16, 2023 .

SECTION 3. CORRECTIONS

The City Finance Director, City Clerk, and the City Attorney are authorized to make necessary clerical corrections to this Resolution and attachment, including, but not limited to, the correction of scrivener's/clerical errors and statutory references.

SECTION 4. SEVERABILITY

If any section, subdivision, sentence, clause, phrase, or portion of this Resolution 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 be effective as prescribed by law.

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

**Land Use Assumptions,
Infrastructure Improvements Plan,
and **DRAFT** Development Fee Report**

**Prepared for:
Goodyear, Arizona**

October 16, 2023



4701 Sangamore Road

Suite S240

Bethesda, MD 20816

301.320.6900

www.TischlerBise.com

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EXECUTIVE SUMMARY

The City of Goodyear, Arizona, contracted with TischlerBise to document land use assumptions, prepare the Infrastructure Improvements Plan (hereinafter referred to as the “IIP”), and update development fees pursuant to Arizona Revised Statutes (“ARS”) § 9-436.05 (hereafter referred to as the “Enabling Legislation”). Municipalities in Arizona may assess development fees to offset infrastructure costs to a municipality for necessary public services. The development fees must be based on an Infrastructure Improvements Plan and Land Use Assumptions. The IIP for each type of infrastructure is in the middle section of this document. The proposed development fees are displayed in the Development Fee Report in the next section.

Development fees are one-time payments used to construct system improvements needed to accommodate new development. The fee represents future development’s proportionate share of infrastructure costs. Development fees may be used for infrastructure improvements or debt service for growth related infrastructure. In contrast to general taxes, development fees may not be used for operations, maintenance, replacement, or correcting existing deficiencies. This update of Goodyear’s Infrastructure Improvements Plan and associated update to its development fees includes the following necessary public services:

1. Fire Facilities
2. Parks and Recreational Facilities
3. Police Facilities
4. Street Facilities
5. Water Facilities
6. Wastewater Facilities

This plan includes all necessary elements required to be in full compliance with SB 1525.

ARIZONA DEVELOPMENT FEE ENABLING LEGISLATION

The Enabling Legislation governs how development fees are calculated for municipalities in Arizona.

Necessary Public Services

Under the requirements of the Enabling Legislation, development fees may only be used for construction, acquisition or expansion of public facilities that are necessary public services. “Necessary public service” means any of the following categories of facilities that have a life expectancy of three or more years and that are owned and operated on behalf of the municipality: water, wastewater, storm water, library, street, fire, police, and parks and recreational. Additionally, a necessary public service includes any facility that was financed before June 1, 2011, and that meets the following requirements:

1. Development fees were pledged to repay debt service obligations related to the construction of the facility.
2. After August 1, 2014, any development fees collected are used solely for the payment of principal and interest on the portion of the bonds, notes, or other debt service obligations issued before June 1, 2011, to finance construction of the facility.

Infrastructure Improvements Plan

Development fees must be calculated pursuant to an IIP. For each necessary public service that is the subject of a development fee, by law, the IIP shall include the following seven elements:

1. A description of the existing necessary public services in the service area and the costs to update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.
2. An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.
3. A description of all or the parts of the necessary public services or facility expansions and their costs necessitated by and attributable to development in the service area based on the approved Land Use Assumptions, including a forecast of the costs of infrastructure, improvements, real property, financing, engineering and architectural services, which shall be prepared by qualified professionals licensed in this state, as applicable.
4. A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial, and industrial.
5. The total number of projected service units necessitated by and attributable to new development in the service area based on the approved Land Use Assumptions and calculated pursuant to generally accepted engineering and planning criteria.
6. The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.
7. A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved Land Use Assumptions and a plan to include these contributions in determining the extent of the burden imposed by the development.

Qualified Professionals

The IIP must be developed by qualified professionals using generally accepted engineering and planning practices. A qualified professional is defined as “a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person’s license, education, or experience.” TischlerBise is a fiscal, economic, and planning consulting firm specializing in the cost of growth services. Our services include development fees, fiscal impact analysis, infrastructure financing analyses, user fee/cost of service studies, capital improvement plans, and fiscal software. TischlerBise has prepared over 800 development fee studies over the past 30 years for local governments across the United States.

Conceptual Development Fee Calculation

In contrast to project-level improvements, development fees fund growth-related infrastructure that will benefit multiple development projects, or the entire service area (usually referred to as system improvements). The first step is to determine an appropriate demand indicator for the particular type of infrastructure. The demand indicator measures the number of service units for each unit of development. For example, an appropriate indicator of the demand for parks is population growth and the increase in population can be estimated from the average number of persons per housing unit. The second step in the development fee formula is to determine infrastructure improvement units per service unit, typically called level-of-service (LOS) standards. In keeping with the park example, a common LOS standard is improved park acres per thousand people. The third step in the development fee formula is the cost of various infrastructure units. To complete the park example, this part of the formula would establish a cost per acre for land acquisition and/ or park amenities.

Evaluation of Credits/Offsets

Regardless of the methodology, a consideration of credits/offsets is integral to the development of a legally defensible development fee. There are two types of credits/offsets that should be addressed in development fee studies and ordinances. The first is a revenue credit/offset due to possible double payment situations, which could occur when other revenues may contribute to the capital costs of infrastructure covered by the development fee. This type of credit/offset is integrated into the fee calculation, thus reducing the fee amount. The second is a site-specific credit or developer reimbursement for dedication of land or construction of system improvements. This type of credit is addressed in the administration and implementation of the development fee program. For ease of administration, TischlerBise normally recommends developer reimbursements for system improvements.

INTRODUCTION TO DEVELOPMENT FEES

Development fees are one-time payments used to fund capital improvements necessitated by future development. Development fees have been utilized by local governments in various forms for at least fifty years. Development fees do have limitations and should not be regarded as the total solution for infrastructure financing needs. Rather, they should be considered one component of a comprehensive portfolio to ensure adequate provision of public facilities with the goal of maintaining current levels of service in a community. Any community considering facility fees should note the following limitations:

- 1) Fees can only be used to finance capital infrastructure and cannot be used to finance ongoing operations and / or maintenance and rehabilitation costs.
- 2) Fees cannot be deposited in the General Fund. The funds must be accounted for separately in individual accounts and earmarked for the capital expenses for which they were collected.
- 3) Fees cannot be used to correct existing infrastructure deficiencies unless there is a funding plan in place to correct the deficiency for all current residents and businesses in the community.

REQUIRED FINDINGS

There are three reasonable relationship requirements for development fees that are closely related to “rational nexus” or “reasonable relationship” requirements enunciated by a number of state courts. Although the term “dual rational nexus” is often used to characterize the standard by which courts evaluate the validity of development fees under the U. S. Constitution, we prefer a more rigorous formulation that recognizes three elements: “impact or need,” “benefit,” and “proportionality.” The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S. Supreme Court in the *Dolan* case. The reasonable relationship language of the statute is considered less strict than the rational nexus standard used by many courts. Individual elements of the nexus standard are discussed further in the following paragraphs.

Demonstrating an Impact. All future development in a community creates additional demands on some, or all, public facilities provided by local government. If the supply of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Development fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle clearly applies to development fees. In this study, the impact of development on improvement needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level-of-service standards.

Demonstrating a Benefit. A sufficient benefit relationship requires that development fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Fees must be expended in a timely manner and the facilities funded by the fees must serve the development paying the fees. However, nothing in the U.S. Constitution or the State enabling Act authorizing development fees requires that facilities funded with fee revenues be available *exclusively* to development paying the fees. In other words, existing development may benefit from these improvements as well.

Procedures for the earmarking and expenditure of fee revenues are typically mandated by the State Enabling Legislation, as are procedures to ensure that the fees are expended expeditiously or refunded. All requirements are intended to ensure that developments benefit from the fees they are required to pay. Thus, an adequate showing of benefit must address procedural as well as substantive issues.

Demonstrating Proportionality. The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the *Dolan* case (although the relevance of that decision to development fees has been debated) and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify development-related facility costs, and in the methods used to calculate development fees for various types of facilities and categories of development. The demand for facilities is measured in terms of relevant and measurable attributes of development.

DEVELOPMENT FEE REPORT

Development fees for the necessary public services made necessary by new development must be based on the same level of service (LOS) provided to existing development in the service area. There are three basic methodologies used to calculate development fees. They examine the past, present, and future status of infrastructure. The objective of evaluating these different methodologies is to determine the best measure of the demand created by new development for additional infrastructure capacity. Each methodology has advantages and disadvantages in a particular situation and can be used simultaneously for different cost components.

Reduced to its simplest terms, the process of calculating development fees involves two main steps: (1) determining the cost of development-related capital improvements and (2) allocating those costs equitably to various types of development. In practice, though, the calculation of development fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for facilities within the designated service area. The following paragraphs discuss basic methodologies for calculating development fees and how those methodologies can be applied.

- **Cost Recovery** (past improvements) - The rationale for recoupment, often called cost recovery, is that new development is paying for its share of the useful life and remaining capacity of facilities already built, or land already purchased, from which new growth will benefit. This methodology is often used for utility systems that must provide adequate capacity before new development can take place.
- **Incremental Expansion** (concurrent improvements) - The incremental expansion methodology documents current LOS standards for each type of public facility, using both quantitative and qualitative measures. This approach assumes there are no existing infrastructure deficiencies or surplus capacity in infrastructure. New development is only paying its proportionate share for growth-related infrastructure. Revenue will be used to expand or provide additional facilities, as needed, to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments to keep pace with development.
- **Plan-Based** (future improvements) - The plan-based methodology allocates costs for a specified set of improvements to a specified amount of development. Improvements are typically identified in a long-range facility plan and development potential is identified by a land use plan. There are two basic options for determining the cost per demand unit: (1) total cost of a public facility can be divided by total demand units (average cost), or (2) the growth-share of the public facility cost can be divided by the net increase in demand units over the planning timeframe (marginal cost).

DEVELOPMENT FEE COMPONENTS

Shown below, Figure 1 summarizes service areas, methodologies, and infrastructure cost components for the proposed fees.

Figure 1: Proposed Development Fee Service Areas, Methodologies, and Cost Components

Necessary Public Service	Service Area	Cost Recovery	Incremental Expansion	Plan-Based	Cost Allocation
Fire	Citywide	N/A	Fire Apparatus	Fire Facilities, Development Fee Report	Population, Jobs
Parks and Recreational	North	N/A	Park Land, Park Amenities, Recreation Facilities	Development Fee Report	Population, Jobs
	South	N/A	Park Amenities	Development Fee Report	Population, Jobs
Police	Citywide	N/A	Police Vehicles, Communication Equipment	Police Facilities, Development Fee Report	Population, Jobs
Street	North	N/A	N/A	Street Improvements, Development Fee Report	VMT
	South	N/A	N/A	Street Improvements, Development Fee Report	VMT
Water	North	GRIC Water Lease, Surface Water Treatment	N/A	Distribution / Storage, Development Fee Report	Gallons
	South	Surface Water Treatment	N/A	Distribution / Storage, Development Fee Report	Gallons
Wastewater	North	N/A	N/A	Water Reclamation, Collection, Development Fee Report	Gallons
	South	N/A	N/A	Water Reclamation, Collection, Development Fee Report	Gallons

Calculations throughout this report are based on an analysis conducted using Excel software. Most results are discussed in the report using two, three, and four decimal places, which represent rounded figures. However, the analysis itself uses figures carried to their ultimate decimal places; therefore, the sums and products generated in the analysis may not equal the sum or product if the reader replicates the calculation with the factors shown in the report (due to the rounding of figures shown, not in the analysis).

CURRENT DEVELOPMENT FEES

Current development fees are assessed per dwelling unit for residential development and per 1,000 square feet of floor area for nonresidential development. Current development fees for water and wastewater are assessed by meter size and type.

North Service Area

Figure 2: Current Development Fees

Residential Fees per Unit					
Development Type	Fire	Parks & Recreational	Police	Street	Current Fees
Single Family	\$911	\$1,375	\$820	\$2,669	\$5,775
Multi-Family	\$682	\$1,030	\$616	\$2,069	\$4,397

Nonresidential Fees per 1,000 Square Feet					
Development Type	Fire	Parks & Recreational	Police	Street	Current Fees
Industrial	\$362	\$23	\$333	\$303	\$1,021
Commercial / Retail	\$467	\$29	\$429	\$3,621	\$4,546
Office & Other Services	\$816	\$50	\$751	\$1,698	\$3,315
Institutional	\$934	\$57	\$859	\$2,247	\$4,097

Fees per Meter			
Meter Size	Water	Wastewater	Current Fees
3/4-inch displacement	\$7,553	\$2,818	\$10,371
1.0-inch displacement	\$12,613	\$4,706	\$17,319
1.5-inch displacement	\$25,151	\$9,383	\$34,534
1.5-inch turbine I/s	\$25,151	\$0	\$25,151
2.0-inch displacement	\$40,257	\$15,019	\$55,276
2.0-inch turbine I/s	\$40,257	\$0	\$40,257
3.0-inch compound	\$80,590	\$30,068	\$110,658
3.0-inch turbine I/s	\$80,590	\$0	\$80,590
4.0-inch compound	\$125,908	\$46,976	\$172,884
4.0-inch turbine I/s	\$125,908	\$0	\$125,908
6.0-inch compound	\$251,741	\$93,923	\$345,664
8.0-inch compound	\$402,801	\$150,283	\$553,084

South Service Area

Figure 3: Current Development Fees

Residential Fees per Unit					
Development Type	Fire	Parks & Recreational	Police	Street	Current Fees
Single Family	\$971	\$2,255	\$820	\$3,330	\$7,376
Multi-Family	\$728	\$1,690	\$616	\$2,582	\$5,616

Nonresidential Fees per 1,000 Square Feet					
Development Type	Fire	Parks & Recreational	Police	Street	Current Fees
Industrial	\$408	\$110	\$333	\$378	\$1,229
Commercial / Retail	\$526	\$142	\$429	\$4,517	\$5,614
Office & Other Services	\$919	\$247	\$751	\$2,119	\$4,036
Institutional	\$1,052	\$284	\$859	\$2,803	\$4,998

Fees per Meter			
Meter Size	Water	Wastewater	Current Fees
3/4-inch displacement	\$7,843	\$2,538	\$10,381
1.0-inch displacement	\$13,097	\$4,238	\$17,335
1.5-inch displacement	\$26,117	\$8,451	\$34,568
1.5-inch turbine I/s	\$26,117	\$0	\$26,117
2.0-inch displacement	\$41,803	\$13,257	\$55,060
2.0-inch turbine I/s	\$41,803	\$0	\$41,803
3.0-inch compound	\$83,684	\$27,080	\$110,764
3.0-inch turbine I/s	\$83,684	\$0	\$83,684
4.0-inch compound	\$130,742	\$42,308	\$173,050
4.0-inch turbine I/s	\$130,742	\$0	\$130,742
6.0-inch compound	\$261,407	\$84,591	\$345,998
8.0-inch compound	\$418,267	\$135,351	\$553,618

PROPOSED DEVELOPMENT FEES

Proposed development fees will be assessed per dwelling unit for residential development and per 1,000 square feet of floor area for nonresidential development. Proposed development fees for water and wastewater will be assessed by meter size and type. The proposed street facilities fees include a credit/offset, because Goodyear's construction transaction privilege tax rate exceeds the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications.

The proposed fees represent the maximum allowable fees. Goodyear may adopt fees that are less than the amounts shown; however, a reduction in development fee revenue will necessitate an increase in other revenues, a decrease in planned capital improvements, and/or a decrease in level-of-service standards. All costs in the Development Fee Report represent current dollars with no assumed inflation over time. If costs change significantly over time, development fees should be recalculated.

North Service Area

Figure 4: Proposed Development Fees

Residential Fees per Unit					
Development Type	Fire	Parks & Recreational	Police	Street	Proposed Fees
Single Family	\$1,647	\$1,360	\$1,198	\$0	\$4,205
Multi-Family	\$1,022	\$843	\$743	\$0	\$2,608

Nonresidential Fees per 1,000 Square Feet					
Development Type	Fire	Parks & Recreational	Police	Street	Proposed Fees
Industrial	\$625	\$32	\$464	\$0	\$1,121
Commercial	\$1,147	\$58	\$851	\$0	\$2,056
Office & Other Services	\$1,758	\$90	\$1,303	\$0	\$3,151
Institutional	\$1,638	\$83	\$1,214	\$0	\$2,935

Fees per Meter			
Meter Size	Water	Wastewater	Proposed Fees ¹
0.75-inch	\$8,317	\$3,886	\$12,203
1.00-inch	\$13,890	\$6,490	\$20,380
1.50-inch	\$27,696	\$12,942	\$40,638

1. Meters larger than 1.50 inches calculated using \$21.21 per gallon (water) and \$27.76 per gallon (wastewater) for the north service area multiplied by average day gallons from (1) City of Goodyear Engineering Standards, (2) a submitted water study, or (3) other estimated water demand/wastewater flow.

South Service Area

Figure 5: Proposed Development Fees

Residential Fees per Unit					
Development Type	Fire	Parks & Recreational	Police	Street	Proposed Fees
Single Family	\$1,647	\$728	\$1,198	\$0	\$3,573
Multi-Family	\$1,022	\$452	\$743	\$0	\$2,217

Nonresidential Fees per 1,000 Square Feet					
Development Type	Fire	Parks & Recreational	Police	Street	Proposed Fees
Industrial	\$625	\$41	\$464	\$0	\$1,130
Commercial	\$1,147	\$75	\$851	\$0	\$2,073
Office & Other Services	\$1,758	\$116	\$1,303	\$0	\$3,177
Institutional	\$1,638	\$107	\$1,214	\$0	\$2,959

Fees per Meter			
Meter Size	Water	Wastewater	Proposed Fees ¹
0.75-inch	\$8,836	\$5,918	\$14,754
1.00-inch	\$14,756	\$9,883	\$24,639
1.50-inch	\$29,424	\$19,706	\$49,130

1. Meters larger than 1.50 inches calculated using \$21.98 per gallon (water) and \$42.27 per gallon (wastewater) for the south service area multiplied by average day gallons from (1) City of Goodyear Engineering Standards, (2) a submitted water study, or (3) other estimated water demand/wastewater flow.

DIFFERENCE BETWEEN PROPOSED AND CURRENT DEVELOPMENT FEES

North Service Area

The differences between the proposed and current development fees are displayed below in Figure 6.

Figure 6: Difference Between Proposed and Current Development Fees

Residential Fees per Unit					
Development Type	Fire	Parks & Recreational	Police	Street	Difference
Single Family	\$736	(\$15)	\$378	(\$2,669)	(\$1,570)
Multi-Family	\$340	(\$187)	\$127	(\$2,069)	(\$1,789)

Nonresidential Fees per 1,000 Square Feet					
Development Type	Fire	Parks & Recreational	Police	Street	Difference
Industrial	\$263	\$9	\$131	(\$303)	\$100
Commercial	\$680	\$29	\$422	(\$3,621)	(\$2,490)
Office & Other Services	\$942	\$40	\$552	(\$1,698)	(\$164)
Institutional	\$704	\$26	\$355	(\$2,247)	(\$1,162)

Fees per Meter			
Meter Size	Water	Wastewater	Difference
0.75-inch	\$764	\$1,068	\$1,832
1.00-inch	\$1,277	\$1,784	\$3,061
1.50-inch	\$2,545	\$3,559	\$6,104

South Service Area

The differences between the proposed and current development fees are displayed below in Figure 7.

Figure 7: Difference Between Proposed and Current Development Fees

Residential Fees per Unit					
Development Type	Fire	Parks & Recreational	Police	Street	Difference
Single Family	\$676	(\$1,527)	\$378	(\$3,330)	(\$3,803)
Multi-Family	\$294	(\$1,238)	\$127	(\$2,582)	(\$3,399)

Nonresidential Fees per 1,000 Square Feet					
Development Type	Fire	Parks & Recreational	Police	Street	Difference
Industrial	\$217	(\$69)	\$131	(\$378)	(\$99)
Commercial	\$621	(\$67)	\$422	(\$4,517)	(\$3,541)
Office & Other Services	\$839	(\$131)	\$552	(\$2,119)	(\$859)
Institutional	\$586	(\$177)	\$355	(\$2,803)	(\$2,039)

Fees per Meter			
Meter Size	Water	Wastewater	Difference
0.75-inch	\$993	\$3,380	\$4,373
1.00-inch	\$1,659	\$5,645	\$7,304
1.50-inch	\$3,307	\$11,255	\$14,562

LAND USE ASSUMPTIONS

Arizona's Development Fee Act requires the preparation of Land Use Assumptions, which are defined in Arizona Revised Statutes § 9-463.05(T)(6) as:

“projections of changes in land uses, densities, intensities and population for a specified service area over a period of at least ten years and pursuant to the General Plan of the municipality.”

The estimates and projections of residential and nonresidential development in this Land Use Assumptions document are for all areas within Goodyear. The current demographic estimates and future development projections will be used in the Infrastructure Improvements Plan (IIP) and in the calculation of development fees. Current demographic data estimates for 2023 are used in calculating levels of service (LOS) provided to existing development in Goodyear. Arizona's Enabling Legislation requires fees to be updated at least every five years and limits the IIP to a maximum of 10 years.

The Infrastructure Improvements Plan and the Development Fee Report include multiple service areas. The service area for the Fire Facilities IIP and the Police Facilities IIP is shown in Figure L1. The service area for the Parks and Recreational Facilities IIP is shown in Figure L2, and the service area for the Street Facilities IIP is shown in Figure L3. The service area for the Water Facilities IIP and the Wastewater Facilities IIP is shown in Figure L4.

SUMMARY OF GROWTH INDICATORS

Key land use assumptions include population, housing units, and employment projections. For areas north of the Gila River, TischlerBise projects development based on a combination of Maricopa Association of Governments (MAG) projections and staff recommendations based on recent and planned development. For areas south of the Gila River, the analysis uses development projections included in the Conceptual Master Water Report for Estrella Mountain Ranch PAD Portions of Communities 11-15 (September 2022).

Development projections are summarized in Figure L21 through Figure L29. These projections will be used to estimate fee revenue and to indicate the anticipated need for growth-related infrastructure. However, development fee methodologies are designed to reduce sensitivity to development projections in the determination of the proportionate share fee amounts. If actual development occurs at a slower rate than projected, fee revenue will decline, but so will the need for growth-related infrastructure. In contrast, if development occurs at a faster rate than anticipated, fee revenue will increase, but Goodyear will also need to accelerate infrastructure improvements to keep pace with the actual rate of development. During the next 10 years, residential development projections indicate a population increase of 64,015 persons in 29,518 housing units, and nonresidential development projections indicate an employment increase of 10,262 jobs in approximately 3,990,000 square feet of floor area.

Figure L1: Fire and Police Development Impact Fee Service Area

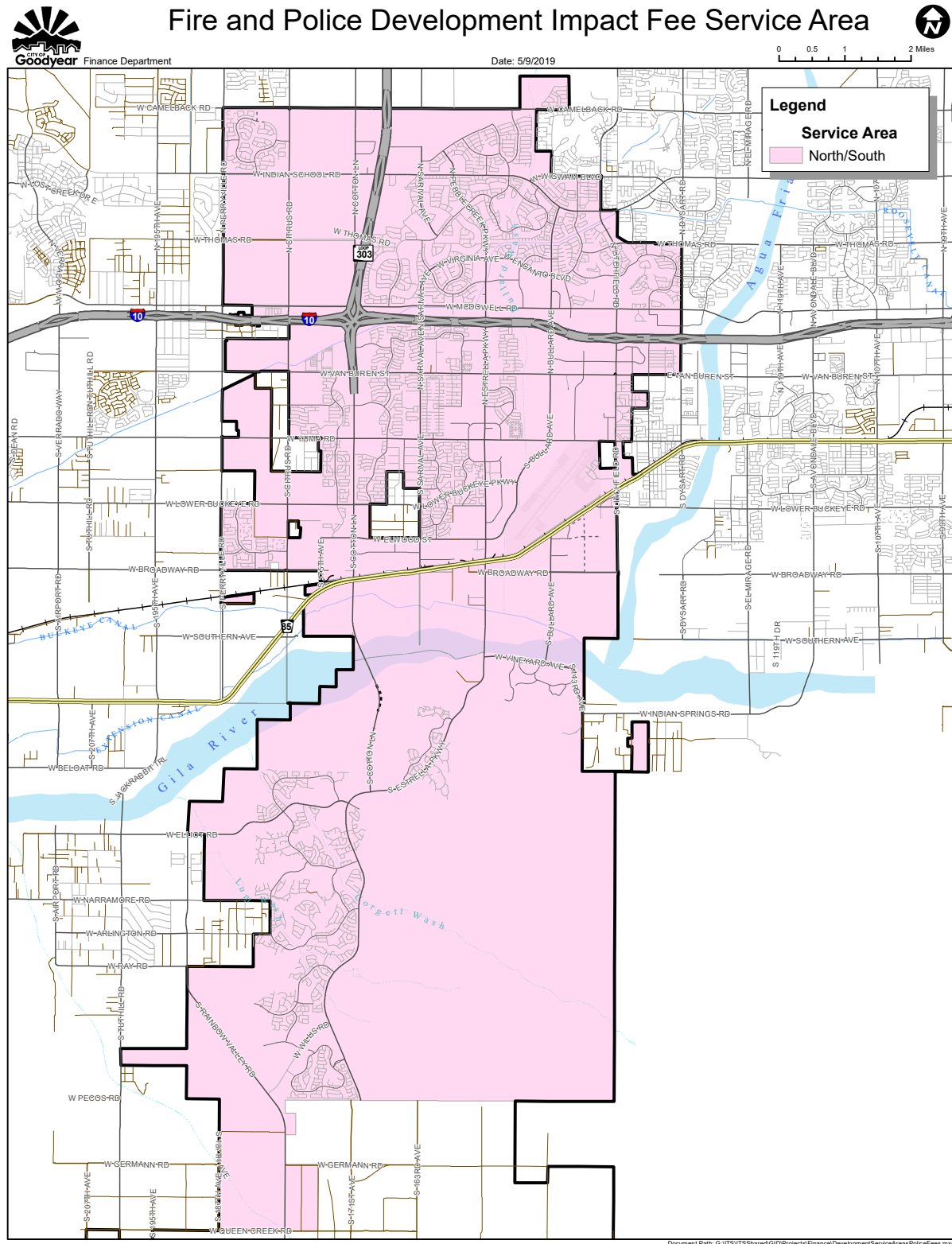


Figure L2: Parks Development Impact Fee Service Area

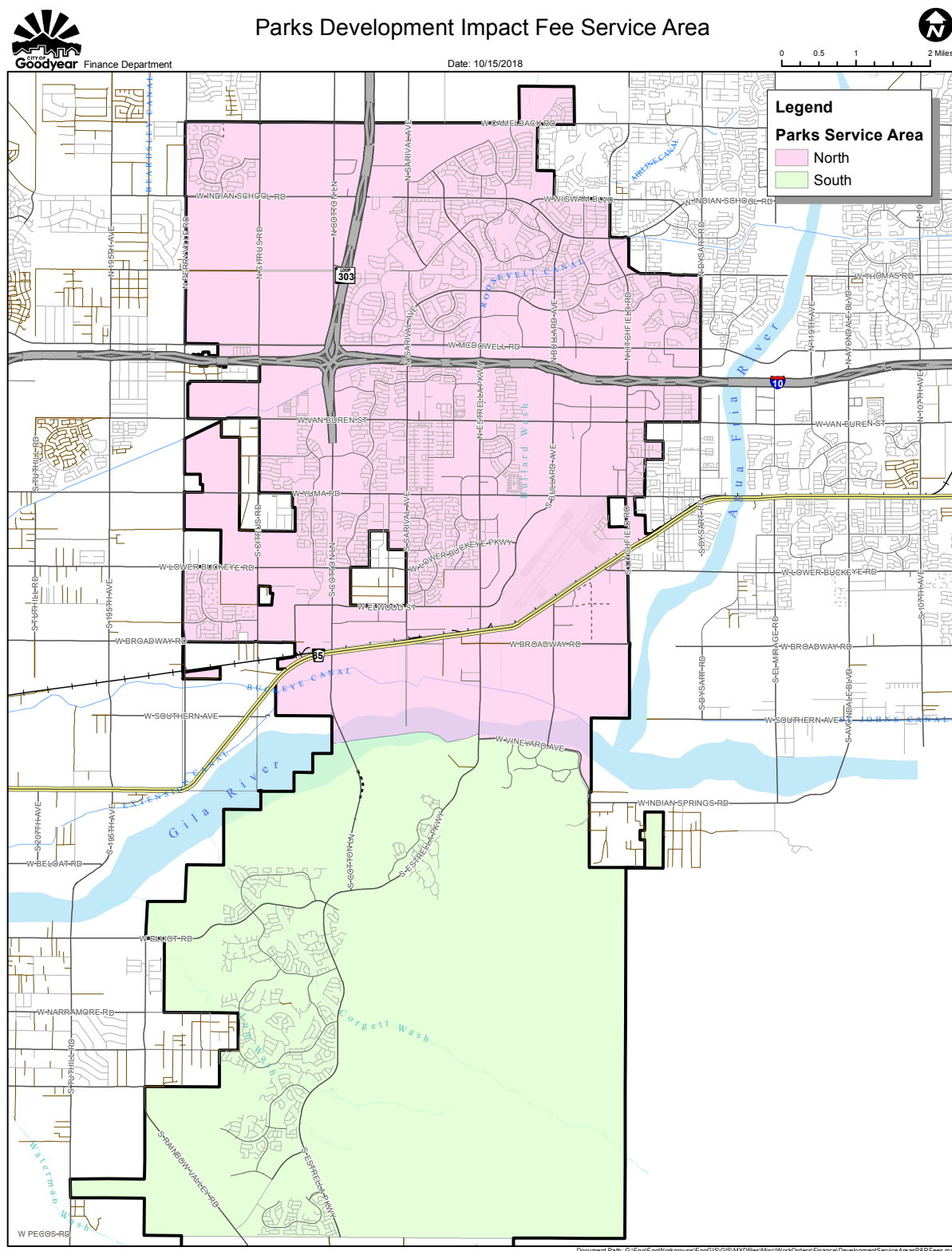
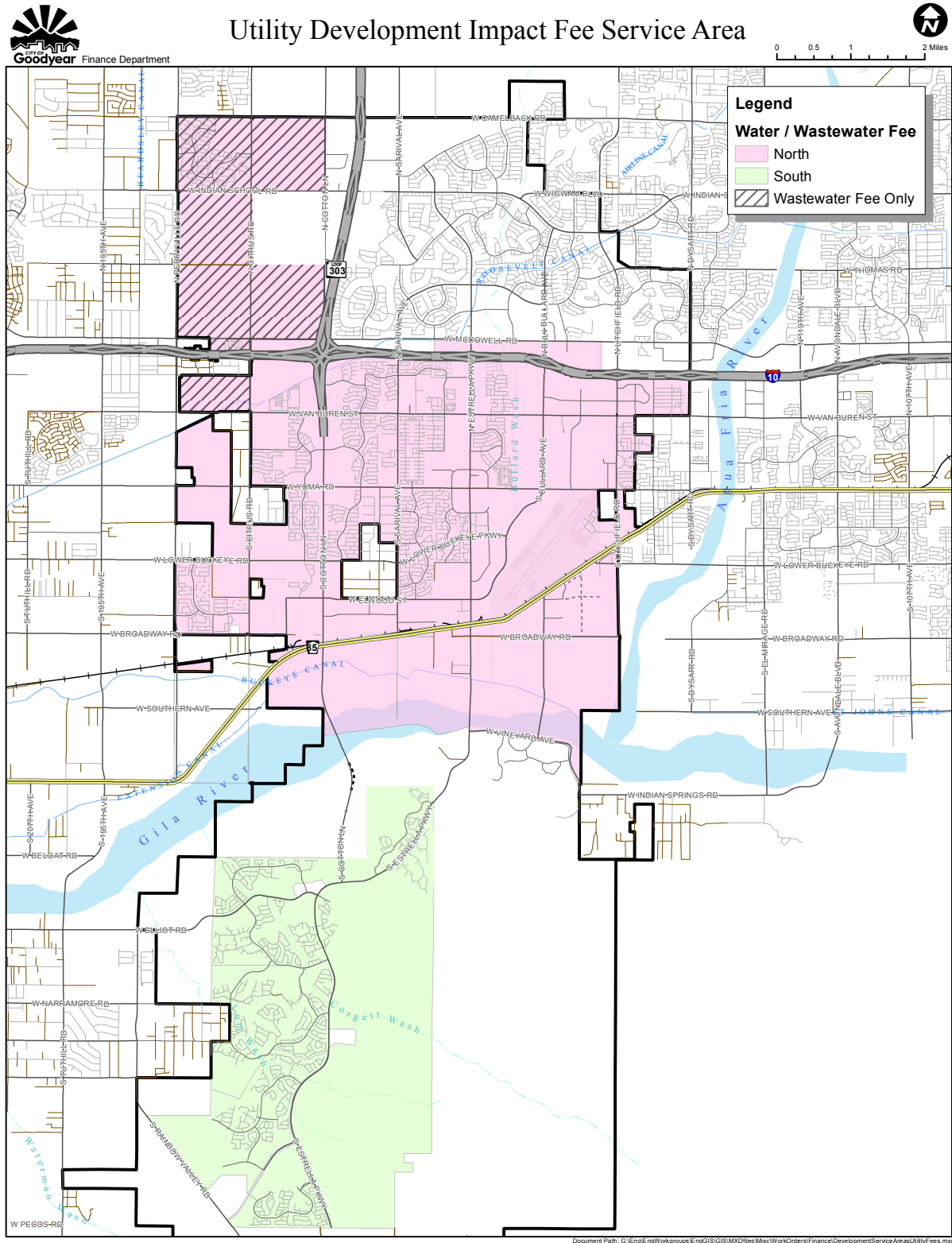


Figure L4: Utility Development Impact Fee Service Area



RESIDENTIAL DEVELOPMENT

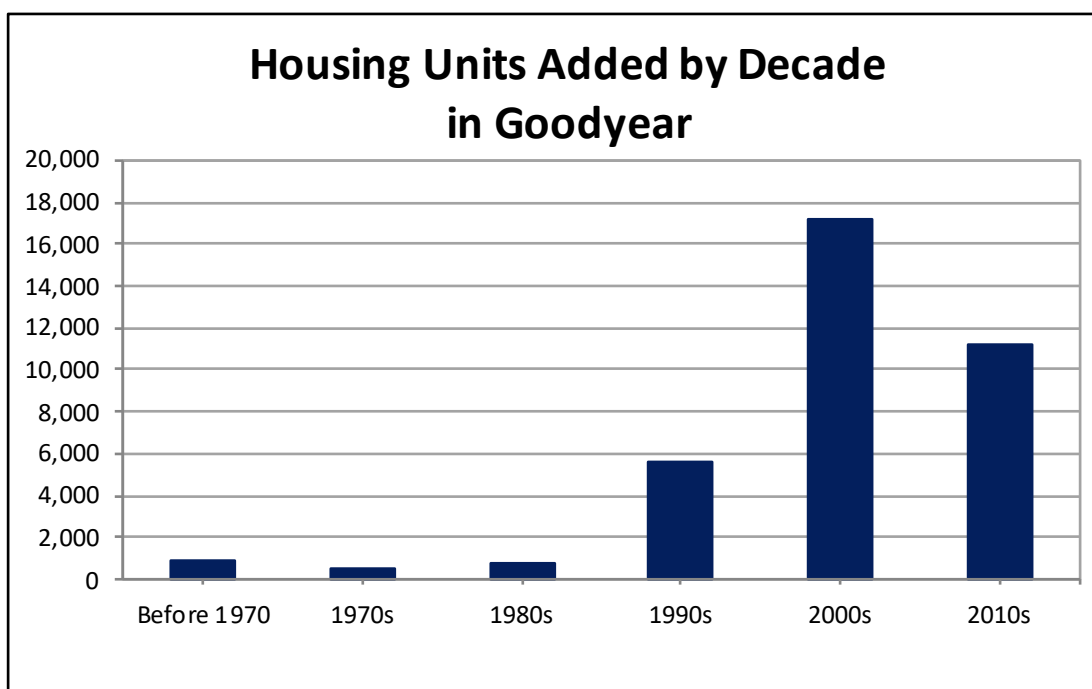
This section details current estimates and future projections of residential development including population and housing units.

Recent Residential Construction

Development fees require an analysis of current levels of service. For residential development, current levels of service are determined using estimates of population and housing units. Shown below, Figure L5 indicates the estimated number of housing units added by decade according to data obtained from the U.S. Census Bureau. In the previous decade, Goodyear's housing stock grew by an average of 1,118 housing units per year.

Figure L5: Housing Units by Decade

Census 2010 Housing Units	25,027	Goodyear's housing stock grew by an average of 1,118 housing units per year from 2010 to 2020.
Census 2020 Housing Units	36,205	
New Housing Units 2010 to 2020	11,178	



Source: U.S. Census Bureau, Census 2020 Summary File 1, Census 2010 Summary File 1, 2016-2020 5-Year American Community Survey (for 2000s and earlier, adjusted to yield total units in 2010).

Occupancy Factors

According to the U.S. Census Bureau, a household is a housing unit occupied by year-round residents. Development fees often use per capita standards and persons per housing unit (PPHU) or persons per household (PPH) to derive proportionate share fee amounts. When PPHU is used in the fee calculations, infrastructure standards are derived using year-round population. When PPH is used in the fee calculations, the development fee methodology assumes a higher percentage of housing units will be occupied, thus requiring seasonal or peak population to be used when deriving infrastructure standards. TischlerBise recommends that development fees for residential development be imposed according to the number of persons per housing unit.

Occupancy calculations require data on population and the types of units by structure. The 2010 census did not obtain detailed information using a “long-form” questionnaire. Instead, the U.S. Census Bureau switched to a continuous monthly mailing of surveys, known as the American Community Survey (ACS), which has limitations due to sample-size constraints. For example, data on detached housing units are now combined with attached single units (commonly known as townhouses, which share a common sidewall, but are constructed on an individual parcel of land). For development fees in Goodyear, detached units and attached units are included in the “Single-Family” category. The second residential category includes duplexes, all structures with two or more units on an individual parcel of land, mobile home units, recreational vehicles, and all other units.

Figure L6 below shows the occupancy estimates for Goodyear based on 2017-2021 American Community Survey 5-Year Estimates. Single-family units averaged 2.66 persons per housing unit and multi-family units averaged 1.65 persons per housing unit. The estimates shown below are used only to calculate occupancy factors and may not match population and housing unit estimates shown throughout this report.

Figure L6: Occupancy Factors

Housing Type	Persons	Households	Persons per Household	Housing Units	Persons per Housing Unit	Housing Mix	Vacancy Rate
Single-Family ¹	83,888	28,462	2.95	31,573	2.66	90.6%	9.85%
Multi-Family ²	5,395	2,894	1.86	3,268	1.65	9.4%	11.44%
Total	89,283	31,356	2.85	34,841	2.56	100.0%	10.00%

Source: U.S. Census Bureau, 2017-2021 American Community Survey 5-Year Estimates

1. Includes detached and attached (i.e., townhouses) units.

2. Includes dwellings in structures with two or more units, mobile homes, RVs, and all other units.

Residential Estimates

For 2020, data published by the U.S. Census Bureau includes 95,294 persons living in 36,205 housing units citywide. Using multi-family construction data provided by Goodyear staff and single-family construction data published by the Maricopa Association of Governments (MAG), TischlerBise estimates there are currently 43,287 housing units. Converting additional housing units to population using the occupancy factors shown in Figure L6 results in a 2023 population estimate of 106,642 persons. For this study, the analysis assumes the occupancy factors shown in Figure L6 will remain constant throughout the 10-year projection period.

Residential Projections

Population and housing unit projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease.

Non-Utility Service Areas

TischlerBise projects residential development north of the Gila River based on approved / planned multi-family units in the development pipeline and single-family construction data published by the Maricopa Association of Governments (MAG). Projected residential development over the next 10 years includes an additional 6,957 single-family units and 14,247 multi-family units in the north service area.

To convert housing units to population, occupancy factors shown in Figure L6 are applied to the housing unit projections shown in Figure L7. For example, the 10-year increase of 6,957 single-family units multiplied by 2.66 persons per housing unit equals 18,507 persons in new single-family units. Based on these assumptions, the 10-year projections include an increase of 42,015 persons and 21,205 housing units in the north service area.

Figure L7: Residential Projections – Non-Utility Service Area (North)

Non-Utility Service Area - North	2023 Base Year	2024 1	2025 2	2026 3	2027 4	2028 5	2033 10	10-Year Increase
Resident Population								
Single Family	72,308	74,090	75,872	78,054	80,235	82,416	90,815	18,507
Multi-Family	16,344	20,220	24,093	26,063	28,032	30,002	39,852	23,508
Total	88,652	94,310	99,965	104,116	108,267	112,418	130,667	42,015
Housing Units								
Single Family	28,826	29,496	30,166	30,986	31,806	32,626	35,783	6,957
Multi-Family	6,367	8,716	11,063	12,257	13,451	14,645	20,614	14,247
Total	35,193	38,212	41,229	43,243	45,257	47,271	56,398	21,205

For development south of the Gila River, TischlerBise projects residential development using housing unit projections included in the Conceptual Master Water Report for Estrella Mountain Ranch PAD Portions of Communities 11-15 (September 2022). Projected residential development over the next 10 years includes an additional 8,202 single-family units and 111 multi-family units in the south service area. Applying the occupancy factors shown in Figure L6 to projected housing units shown below, the 10-year projections include an increase of 22,000 persons and 8,313 housing units in the south service area.

Figure L8: Residential Projections – Non-Utility Service Area (South)

Non-Utility Service Area - South	2023 Base Year	2024 1	2025 2	2026 3	2027 4	2028 5	2033 10	10-Year Increase
Resident Population								
Single Family	17,990	20,172	22,353	24,535	26,717	28,899	39,807	21,817
Multi-Family	0	18	37	55	73	92	183	183
Total	17,990	20,190	22,390	24,590	26,790	28,990	39,991	22,000
Housing Units								
Single Family	8,094	8,914	9,734	10,554	11,374	12,195	16,296	8,202
Multi-Family	0	11	22	33	44	56	111	111
Total	8,094	8,925	9,756	10,587	11,419	12,250	16,407	8,313

Utility Service Areas

For utility service areas, TischlerBise projects residential development north of the Gila River using the same methodology used for non-utility service areas; however, the utility service areas exclude some areas located near and north of Interstate 10. There is no difference between the south service areas.

For the north water service area (Figure L4), projected residential development over the next 10 years includes an additional 6,086 single-family units and 8,839 multi-family units. Applying the occupancy factors shown in Figure L6 to projected housing units shown below, the 10-year projections include an increase of 30,773 persons and 14,925 housing units in the north water service area.

Figure L9: Residential Projections – Water Service Area (North)

Water Service Area - North	2023 Base Year	2024 1	2025 2	2026 3	2027 4	2028 5	2033 10	10-Year Increase
Resident Population								
Single Family	42,691	44,634	46,578	48,368	50,158	51,949	58,879	16,188
Multi-Family	8,776	11,185	13,593	14,814	16,035	17,256	23,361	14,584
Total	51,467	55,820	60,171	63,182	66,193	69,204	82,240	30,773
Housing Units								
Single Family	15,125	15,855	16,586	17,259	17,932	18,605	21,210	6,086
Multi-Family	3,377	4,837	6,296	7,036	7,776	8,516	12,216	8,839
Total	18,502	20,692	22,882	24,295	25,708	27,121	33,426	14,925

For the north wastewater service area, projected residential development over the next 10 years includes an additional 6,526 single-family units and 8,839 multi-family units. Applying the occupancy factors shown in Figure L6 to projected housing units shown below, the 10-year projections include an increase of 31,944 persons and 15,365 housing units in the north wastewater service area.

Figure L10: Residential Projections – Wastewater Service Area (North)

Wastewater Service Area - North	2023 Base Year	2024 1	2025 2	2026 3	2027 4	2028 5	2033 10	10-Year Increase
Resident Population								
Single Family	43,010	45,060	47,110	49,029	50,948	52,867	60,369	17,359
Multi-Family	9,463	11,872	14,279	15,500	16,721	17,942	24,047	14,584
Total	52,472	56,932	61,389	64,529	67,669	70,809	84,416	31,944
Housing Units								
Single Family	15,979	16,749	17,520	18,241	18,963	19,684	22,505	6,526
Multi-Family	3,793	5,253	6,712	7,452	8,192	8,932	12,632	8,839
Total	19,772	22,002	24,232	25,693	27,155	28,616	35,137	15,365

NONRESIDENTIAL DEVELOPMENT

This section details current estimates and future projections of nonresidential development including jobs and nonresidential floor area.

Nonresidential Demand Factors

TischlerBise uses the term jobs to refer to employment by place of work. In Figure L11, gray shading indicates the nonresidential development prototypes used to derive employment densities. For nonresidential development, TischlerBise uses data published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Industrial Park (ITE 130) with 864 square feet of floor area per employee. For office development, the proxy is General Office (ITE 710) with 307 square feet of floor area per employee. Institutional development uses Government Office (ITE 730) with 330 square feet of floor area per employee. The prototype for commercial development is Shopping Center (ITE 820) with 471 square feet of floor area per employee.

Figure L11: Nonresidential Demand Units

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit ¹	Wkdy Trip Ends Per Employee ¹	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Nonresidential Estimates

Shown below, 2022 MAG estimates for Goodyear equal 35,742 jobs. Applying the employment multipliers shown in Figure L11 to employment estimates shown in Figure L12 results in a nonresidential floor area estimate of 14,288,055 square feet.

Figure L12: Nonresidential Estimates

Nonresidential Category	2022 Jobs ¹	Percent of Total Jobs	Square Feet per Job ²	2022 Estimated Floor Area ³	Jobs per 1,000 Sq. Ft. ²
Industrial ⁴	6,610	18%	864	5,710,982	1.16
Commercial ⁵	10,328	29%	471	4,864,300	2.12
Office & Other Service ⁶	9,042	25%	307	2,775,771	3.26
Institutional ⁷	2,839	8%	330	937,002	3.03
Non-Site Based	6,923	19%	-	-	-
Total	35,742	100%		14,288,055	

1. Maricopa Association of Governments (MAG), Spring Conformity, 2021.

2. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

3. TischlerBise calculation (2022 jobs X square feet per job).

4. Major sectors are Industrial; Construction.

5. Major sector is Retail.

6. Major sectors are Real Estate, Rental & Leasing; Other Services.

7. Major sectors are Health Care; Public Administration.

Nonresidential Projections

Employment and floor area projections are used to illustrate the possible future pace of service demands, revenues, and expenditures. To the extent these factors change, the projected need for infrastructure will also change. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease.

Non-Utility Service Areas

TischlerBise projects nonresidential development using employment data published by the Maricopa Association of Governments (MAG). Projected employment growth over the next 10 years includes an additional 9,874 jobs in the north service area.

To convert employment to nonresidential floor area, nonresidential demand factors shown in Figure L11 are applied to the employment projections shown below. For example, the 10-year increase of 1,108 industrial jobs multiplied by 864 square feet per industrial job equals approximately 957,000 square feet of industrial development. Based on these assumptions, the 10-year projections include an increase of approximately 3,826,000 square feet in the north service area.

Figure L13: Nonresidential Projections – Non-Utility Service Area (North)

Non-Utility Service Area - North	2023 Base Year	2024 1	2025 2	2026 3	2027 4	2028 5	2033 10	10-Year Increase
Employment								
Industrial	8,796	8,866	8,936	9,046	9,156	9,266	9,904	1,108
Commercial	9,983	10,091	10,198	10,288	10,378	10,468	10,881	898
Office & Other Services	12,241	12,551	12,861	13,580	14,298	15,017	18,780	6,539
Institutional	2,699	2,832	2,964	3,085	3,206	3,327	4,029	1,329
Total	33,719	34,339	34,959	35,999	37,038	38,078	43,594	9,874
Nonres. Floor Area (x1,000)								
Industrial	5,762	5,822	5,883	5,978	6,073	6,168	6,719	957
Commercial	4,702	4,753	4,803	4,846	4,888	4,930	5,125	423
Office & Other Services	2,801	2,896	2,991	3,211	3,432	3,653	4,808	2,007
Institutional	891	934	978	1,018	1,058	1,098	1,329	439
Total	14,155	14,405	14,655	15,053	15,451	15,849	17,982	3,826

For development south of the Gila River, TischlerBise projects nonresidential development using nonresidential projections included in the Conceptual Master Water Report for Estrella Mountain Ranch PAD Portions of Communities 11-15 (September 2022). Projected nonresidential development over the next 10 years includes an additional 387 jobs in the south service area. Applying the occupancy factors shown in Figure L11 to projected employment shown below, the 10-year projections include an increase of approximately 207,000 square feet in the south service area.

Figure D1: Nonresidential Projections – Non-Utility Service Area (South)

Non-Utility Service Area - South	2023	2024	2025	2026	2027	2028	2033	10-Year
	Base Year	1	2	3	4	5	10	Increase
Employment								
Industrial	1,397	1,399	1,400	1,401	1,402	1,404	1,410	13
Commercial	453	455	456	470	485	499	676	222
Office & Other Services	695	704	713	722	731	739	782	87
Institutional	292	299	306	312	319	325	358	66
Total	2,838	2,856	2,874	2,905	2,936	2,968	3,225	387
Nonres. Floor Area (x1,000)								
Industrial	11	12	13	14	15	17	22	11
Commercial	213	214	215	222	228	235	318	105
Office & Other Services	73	76	79	81	84	87	100	27
Institutional	96	99	101	103	105	107	118	22
Total	394	401	407	420	433	446	558	164

Utility Service Areas

For utility service areas, TischlerBise projects nonresidential development north of the Gila River using the same methodology used for non-utility service areas; however, the utility service areas exclude some areas located near and north of Interstate 10. There is no difference between the south service areas.

For the north water service area (Figure L4), projected nonresidential development over the next 10 years includes an additional 7,085 jobs. Applying the occupancy factors shown in Figure L11 to projected employment shown below, the 10-year projections include an increase of approximately 2,865,000 square feet in the north water service area.

Figure L14: Nonresidential Projections – Water Service Area (North)

Water Service Area - North	2023	2024	2025	2026	2027	2028	2033	10-Year
	Base Year	1	2	3	4	5	10	Increase
Employment								
Industrial	6,579	6,643	6,708	6,809	6,910	7,011	7,605	1,026
Commercial	4,266	4,333	4,401	4,467	4,534	4,600	4,920	654
Office & Other Services	3,719	3,875	4,030	4,577	5,123	5,670	8,636	4,917
Institutional	3,102	3,143	3,183	3,219	3,255	3,291	3,590	488
Total	17,666	17,994	18,322	19,072	19,822	20,573	24,751	7,085
Nonres. Floor Area (x1,000)								
Industrial	4,274	4,329	4,385	4,472	4,560	4,647	5,160	887
Commercial	2,009	2,041	2,073	2,104	2,135	2,167	2,317	308
Office & Other Services	1,142	1,190	1,237	1,405	1,573	1,741	2,651	1,510
Institutional	493	506	520	532	544	555	654	161
Total	7,918	8,066	8,215	8,513	8,811	9,110	10,783	2,865

For the north wastewater service area (Figure L4), projected nonresidential development over the next 10 years includes an additional 8,463 jobs. Applying the occupancy factors shown in Figure L11 to projected employment shown below, the 10-year projections include an increase of approximately 3,335,000 square feet in the north wastewater service area.

Figure L15: Nonresidential Projections – Wastewater Service Area (North)

Wastewater Service Area - North	2023 Base Year	2024 1	2025 2	2026 3	2027 4	2028 5	2033 10	10-Year Increase
Employment								
Industrial	8,100	8,168	8,236	8,343	8,450	8,557	9,175	1,075
Commercial	4,272	4,342	4,412	4,481	4,550	4,619	4,950	678
Office & Other Services	4,953	5,162	5,370	5,987	6,604	7,220	10,490	5,537
Institutional	3,507	3,584	3,661	3,776	3,891	4,006	4,680	1,174
Total	20,833	21,256	21,679	22,587	23,495	24,402	29,295	8,463
Nonres. Floor Area (x1,000)								
Industrial	5,445	5,504	5,562	5,655	5,747	5,840	6,374	929
Commercial	2,012	2,045	2,078	2,111	2,143	2,176	2,332	319
Office & Other Services	1,521	1,585	1,649	1,838	2,027	2,217	3,220	1,700
Institutional	557	582	608	646	684	722	944	387
Total	9,535	9,716	9,897	10,249	10,601	10,953	12,870	3,335

AVERAGE WEEKDAY VEHICLE TRIPS

Goodyear will use average weekday vehicle trips (AWVT) for fire facilities fees and police facilities fees. Components used to determine AWVT include average weekday vehicle trip generation rates, adjustments for commuting patterns, and adjustments for pass-by trips.

Residential Trip Generation Rates

For residential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). For single-family development, the proxy is Single Family Detached Housing (ITE 210), and this type of development generates 9.43 average weekday vehicle trip ends per unit. For multi-family development, the proxy is Multifamily Housing Low-Rise (ITE 220), and this type of development generates 6.74 average weekday vehicle trip ends per unit.

Nonresidential Trip Generation Rates

For nonresidential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Industrial Park (ITE 130) which generates 3.37 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area. For office & other services development, the proxy is General Office (ITE 710), and it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. Institutional development uses Government Office (ITE 730) and generates 22.59 average weekday vehicle trip ends per 1,000 square feet of floor area.

Figure L16: Average Weekday Vehicle Trip Ends by Land Use

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit ¹	Wkdy Trip Ends Per Employee ¹	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Trip Rate Adjustments

To calculate street facilities fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further in this section, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 64 percent to account for commuters leaving Goodyear for work. According to the 2009 National Household Travel Survey (see Table 30) weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure L17, the U.S. Census Bureau's OnTheMap web application indicates 91 percent of resident workers traveled outside of Goodyear for work in 2019. In combination, these factors ($0.31 \times 0.50 \times 0.91 = 0.14$) support the additional 14 percent allocation of trips to residential development.

Figure L17: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters ¹	
Employed Residents	36,611
Residents Living and Working in Goodyear	3,180
Residents Commuting Outside Goodyear for Work	33,431
Percent Commuting out of Goodyear	91%
Additional Production Trips ²	14%
Residential Trip Adjustment Factor	64%

1. U.S. Census Bureau, OnTheMap Application (version 6.8.1) and LEHD Origin-Destination Employment Statistics, 2019.

2. According to the National Household Travel Survey (2009)*, published in December 2011 (see Table 30), home-based work trips are typically 30.99 percent of "production" trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2019 indicate that 91 percent of Goodyear's workers travel outside the city for work. In combination, these factors ($0.3099 \times 0.50 \times 0.91 = 0.14$) account for 14 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (14 percent of production trips) for a total of 64 percent.

*<http://nhts.ornl.gov/publications.shtml> ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial and institutional development, the trip adjustment factor is less than 50 percent because these types of development attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Average Weekday Vehicle Trips

Shown below in Figure L18, multiplying average weekday vehicle trip ends and trip adjustment factors (discussed on the previous page) by Goodyear's existing development units provides the average weekday vehicle trips generated by existing development. As shown below, Goodyear's existing citywide development generates 342,978 vehicle trips on an average weekday.

Figure L18: Average Weekday Vehicle Trips by Land Use – Citywide

Development Type	Development Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2023 Dev Units	2023 Veh Trips
Single Family	HU	210	9.43	64%	36,920	222,817
Multi-Family	HU	220	6.74	64%	6,367	27,465
Industrial	KSF	130	3.37	50%	5,773	9,727
Commercial	KSF	820	37.01	33%	4,916	60,035
Office & Other Services	KSF	710	10.84	50%	2,874	15,575
Institutional	KSF	610	22.59	33%	987	7,359
Total						342,978

Shown below in Figure L19, Goodyear's existing development in the north service area generates 290,391 vehicle trips on an average weekday.

Figure L19: Average Weekday Vehicle Trips by Land Use – North

Development Type	Development Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2023 Dev Units	2023 Veh Trips
Single Family	HU	210	9.43	64%	28,826	173,971
Multi-Family	HU	220	6.74	64%	6,367	27,465
Industrial	KSF	130	3.37	50%	5,762	9,708
Commercial	KSF	820	37.01	33%	4,702	57,428
Office & Other Services	KSF	710	10.84	50%	2,801	15,179
Institutional	KSF	610	22.59	33%	891	6,640
Total						290,391

Shown below in Figure L20, Goodyear's existing development in the south service area generates 52,587 vehicle trips on an average weekday.

Figure L20: Average Weekday Vehicle Trips by Land Use – South

Development Type	Development Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2023 Dev Units	2023 Veh Trips
Single Family	HU	210	9.43	64%	8,094	48,846
Multi-Family	HU	220	6.74	64%	0	0
Industrial	KSF	130	3.37	50%	11	19
Commercial	KSF	820	37.01	33%	213	2,607
Office & Other Services	KSF	710	10.84	50%	73	396
Institutional	KSF	610	22.59	33%	96	719
Total						52,587

DEVELOPMENT PROJECTIONS**Non-Utility Service Area**

Provided below is a summary of development projections used in the Development Fee Report. Base year estimates for 2023 are used in the fee calculations. Development projections are used to illustrate a possible future pace of demand for service units and cash flows resulting from revenues and expenditures associated with those demands. TischlerBise uses the projections shown below for fire and police service areas.

Figure L21: Development Projections Summary

Non-Utility Service Area	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	10-Year Increase
	Base Year	1	2	3	4	5	6	7	8	9	10	
Resident Population												
Single Family	90,298	94,262	98,226	102,589	106,952	111,315	115,678	120,040	123,568	127,095	130,622	40,324
Multi-Family	16,344	20,238	24,129	26,118	28,106	30,094	32,082	34,071	36,059	38,047	40,035	23,691
Total	106,642	114,500	122,355	128,706	135,057	141,409	147,760	154,111	159,626	165,142	170,657	64,015
Housing Units												
Single Family	36,920	38,410	39,900	41,540	43,180	44,821	46,461	48,101	49,427	50,753	52,079	15,159
Multi-Family	6,367	8,727	11,085	12,290	13,495	14,700	15,905	17,110	18,315	19,520	20,725	14,358
Total	43,287	47,137	50,985	53,830	56,676	59,521	62,366	65,211	67,742	70,273	72,804	29,518
Employment												
Industrial	10,193	10,264	10,336	10,447	10,558	10,670	10,781	10,892	11,033	11,173	11,314	1,121
Commercial	10,436	10,545	10,654	10,758	10,863	10,967	11,072	11,176	11,303	11,430	11,557	1,121
Office & Other Services	12,936	13,255	13,574	14,301	15,029	15,756	16,484	17,211	17,995	18,778	19,562	6,625
Institutional	2,992	3,131	3,270	3,397	3,525	3,652	3,780	3,907	4,067	4,227	4,387	1,395
Total	36,557	37,195	37,833	38,904	39,975	41,045	42,116	43,187	44,397	45,608	46,819	10,262
Nonres. Floor Area (x1,000)												
Industrial	5,773	5,834	5,896	5,992	6,088	6,185	6,281	6,377	6,498	6,620	6,741	968
Commercial	4,916	4,967	5,018	5,067	5,116	5,166	5,215	5,264	5,324	5,384	5,443	528
Office & Other Services	2,874	2,972	3,069	3,293	3,516	3,739	3,963	4,186	4,427	4,667	4,908	2,034
Institutional	987	1,033	1,079	1,121	1,163	1,205	1,247	1,289	1,342	1,395	1,448	460
Total	14,549	14,806	15,063	15,473	15,884	16,295	16,705	17,116	17,591	18,065	18,540	3,990

North Service Area

TischlerBise uses the projections shown below for the north parks service area.

Figure L22: Development Projections Summary

Non-Utility Service Area - North	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	10-Year Increase
	Base Year	1	2	3	4	5	6	7	8	9	10	
Resident Population												
Single Family	72,308	74,090	75,872	78,054	80,235	82,416	84,597	86,778	88,124	89,469	90,815	18,507
Multi-Family	16,344	20,220	24,093	26,063	28,032	30,002	31,972	33,942	35,912	37,882	39,852	23,508
Total	88,652	94,310	99,965	104,116	108,267	112,418	116,569	120,721	124,036	127,351	130,667	42,015
Housing Units												
Single Family	28,826	29,496	30,166	30,986	31,806	32,626	33,446	34,266	34,772	35,278	35,783	6,957
Multi-Family	6,367	8,716	11,063	12,257	13,451	14,645	15,839	17,033	18,226	19,420	20,614	14,247
Total	35,193	38,212	41,229	43,243	45,257	47,271	49,285	51,299	52,998	54,698	56,398	21,205
Employment												
Industrial	8,796	8,866	8,936	9,046	9,156	9,266	9,376	9,486	9,625	9,764	9,904	1,108
Commercial	9,983	10,091	10,198	10,288	10,378	10,468	10,558	10,648	10,726	10,804	10,881	898
Office & Other Services	12,241	12,551	12,861	13,580	14,298	15,017	15,735	16,454	17,229	18,005	18,780	6,539
Institutional	2,699	2,832	2,964	3,085	3,206	3,327	3,448	3,569	3,722	3,875	4,029	1,329
Total	33,719	34,339	34,959	35,999	37,038	38,078	39,117	40,157	41,303	42,448	43,594	9,874
Nonres. Floor Area (x1,000)												
Industrial	5,762	5,822	5,883	5,978	6,073	6,168	6,263	6,358	6,478	6,599	6,719	957
Commercial	4,702	4,753	4,803	4,846	4,888	4,930	4,973	5,015	5,052	5,088	5,125	423
Office & Other Services	2,801	2,896	2,991	3,211	3,432	3,653	3,873	4,094	4,332	4,570	4,808	2,007
Institutional	891	934	978	1,018	1,058	1,098	1,138	1,178	1,228	1,279	1,329	439
Total	14,155	14,405	14,655	15,053	15,451	15,849	16,247	16,645	17,091	17,536	17,982	3,826

South Service Area

TischlerBise uses the projections shown below for the south parks service area.

Figure L23: Development Projections Summary

Non-Utility Service Area - South	2023 Base Year	2024 1	2025 2	2026 3	2027 4	2028 5	2029 6	2030 7	2031 8	2032 9	2033 10	10-Year Increase
Resident Population												
Single Family	17,990	20,172	22,353	24,535	26,717	28,899	31,080	33,262	35,444	37,626	39,807	21,817
Multi-Family	0	18	37	55	73	92	110	128	147	165	183	183
Total	17,990	20,190	22,390	24,590	26,790	28,990	31,190	33,390	35,590	37,790	39,991	22,000
Housing Units												
Single Family	8,094	8,914	9,734	10,554	11,374	12,195	13,015	13,835	14,655	15,475	16,296	8,202
Multi-Family	0	11	22	33	44	56	67	78	89	100	111	111
Total	8,094	8,925	9,756	10,587	11,419	12,250	13,081	13,913	14,744	15,575	16,407	8,313
Employment												
Industrial	1,397	1,399	1,400	1,401	1,402	1,404	1,405	1,406	1,408	1,409	1,410	13
Commercial	453	455	456	470	485	499	514	528	577	626	676	222
Office & Other Services	695	704	713	722	731	739	748	757	765	773	782	87
Institutional	292	299	306	312	319	325	332	338	345	351	358	66
Total	2,838	2,856	2,874	2,905	2,936	2,968	2,999	3,030	3,095	3,160	3,225	387
Nonres. Floor Area (x1,000)												
Industrial	11	12	13	14	15	17	18	19	20	21	22	11
Commercial	213	214	215	222	228	235	242	249	272	295	318	105
Office & Other Services	73	76	79	81	84	87	89	92	95	97	100	27
Institutional	96	99	101	103	105	107	109	112	114	116	118	22
Total	394	401	407	420	433	446	458	471	500	529	558	164

Water Service Area

Provided below is a summary of development projections used in the Development Fee Report. Base year estimates for 2023 are used in the fee calculations. Development projections are used to illustrate a possible future pace of demand for service units and cash flows resulting from revenues and expenditures associated with those demands. TischlerBise uses the projections shown below for water service areas.

Figure L24: Development Projections Summary

Water Service Area	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	10-Year
	Base Year	1	2	3	4	5	6	7	8	9	10	Increase
Resident Population												
Single Family	60,681	64,806	68,932	72,904	76,875	80,847	84,819	88,791	92,090	95,388	98,686	38,006
Multi-Family	8,776	11,204	13,629	14,869	16,108	17,347	18,587	19,826	21,065	22,304	23,544	14,768
Total	69,457	76,010	82,561	87,772	92,983	98,195	103,406	108,617	113,155	117,692	122,230	52,773
Housing Units												
Single Family	23,218	24,769	26,320	27,813	29,306	30,800	32,293	33,786	35,026	36,266	37,506	14,288
Multi-Family	3,377	4,848	6,318	7,069	7,820	8,572	9,323	10,074	10,825	11,576	12,327	8,950
Total	26,595	29,617	32,638	34,882	37,127	39,371	41,615	43,860	45,851	47,842	49,833	23,238
Employment												
Industrial	7,977	8,042	8,108	8,210	8,312	8,415	8,517	8,620	8,752	8,884	9,015	1,039
Commercial	4,719	4,788	4,857	4,938	5,019	5,099	5,180	5,261	5,373	5,484	5,596	877
Office & Other Services	4,414	4,579	4,743	5,298	5,854	6,409	6,965	7,520	8,153	8,785	9,418	5,004
Institutional	3,394	3,442	3,489	3,531	3,574	3,617	3,659	3,702	3,784	3,866	3,948	553
Total	20,504	20,850	21,196	21,978	22,759	23,540	24,321	25,103	26,061	27,019	27,977	7,473
Nonres. Floor Area (x1,000)												
Industrial	4,285	4,341	4,398	4,487	4,575	4,664	4,752	4,841	4,955	5,069	5,183	898
Commercial	2,223	2,255	2,288	2,326	2,364	2,402	2,440	2,478	2,530	2,583	2,636	413
Office & Other Services	1,215	1,265	1,316	1,486	1,657	1,827	1,998	2,168	2,363	2,557	2,751	1,536
Institutional	589	609	629	648	666	684	703	721	753	784	815	226
Total	8,312	8,471	8,631	8,946	9,262	9,577	9,893	10,208	10,600	10,992	11,384	3,073

North Service Area

TischlerBise uses the projections shown below for the north water service area.

Figure L25: Development Projections Summary

Water Service Area - North	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	10-Year Increase
	Base Year	1	2	3	4	5	6	7	8	9	10	
Resident Population												
Single Family	42,691	44,634	46,578	48,368	50,158	51,949	53,739	55,529	56,646	57,762	58,879	16,188
Multi-Family	8,776	11,185	13,593	14,814	16,035	17,256	18,477	19,698	20,919	22,140	23,361	14,584
Total	51,467	55,820	60,171	63,182	66,193	69,204	72,215	75,227	77,564	79,902	82,240	30,773
Housing Units												
Single Family	15,125	15,855	16,586	17,259	17,932	18,605	19,278	19,951	20,371	20,791	21,210	6,086
Multi-Family	3,377	4,837	6,296	7,036	7,776	8,516	9,256	9,996	10,736	11,476	12,216	8,839
Total	18,502	20,692	22,882	24,295	25,708	27,121	28,534	29,947	31,107	32,267	33,426	14,925
Employment												
Industrial	6,579	6,643	6,708	6,809	6,910	7,011	7,112	7,214	7,344	7,475	7,605	1,026
Commercial	4,266	4,333	4,401	4,467	4,534	4,600	4,667	4,733	4,795	4,858	4,920	654
Office & Other Services	3,719	3,875	4,030	4,577	5,123	5,670	6,216	6,763	7,387	8,012	8,636	4,917
Institutional	3,102	3,143	3,183	3,219	3,255	3,291	3,327	3,363	3,439	3,514	3,590	488
Total	17,666	17,994	18,322	19,072	19,822	20,573	21,323	22,073	22,966	23,859	24,751	7,085
Nonres. Floor Area (x1,000)												
Industrial	4,274	4,329	4,385	4,472	4,560	4,647	4,735	4,822	4,935	5,048	5,160	887
Commercial	2,009	2,041	2,073	2,104	2,135	2,167	2,198	2,229	2,259	2,288	2,317	308
Office & Other Services	1,142	1,190	1,237	1,405	1,573	1,741	1,908	2,076	2,268	2,460	2,651	1,510
Institutional	493	506	520	532	544	555	567	579	604	629	654	161
Total	7,918	8,066	8,215	8,513	8,811	9,110	9,408	9,707	10,065	10,424	10,783	2,865

South Service Area

TischlerBise uses the projections shown below for the south water service area.

Figure L26: Development Projections Summary

Water Service Area - South	2023 Base Year	2024 1	2025 2	2026 3	2027 4	2028 5	2029 6	2030 7	2031 8	2032 9	2033 10	10-Year Increase
Resident Population												
Single Family	17,990	20,172	22,353	24,535	26,717	28,899	31,080	33,262	35,444	37,626	39,807	21,817
Multi-Family	0	18	37	55	73	92	110	128	147	165	183	183
Total	17,990	20,190	22,390	24,590	26,790	28,990	31,190	33,390	35,590	37,790	39,991	22,000
Housing Units												
Single Family	8,094	8,914	9,734	10,554	11,374	12,195	13,015	13,835	14,655	15,475	16,296	8,202
Multi-Family	0	11	22	33	44	56	67	78	89	100	111	111
Total	8,094	8,925	9,756	10,587	11,419	12,250	13,081	13,913	14,744	15,575	16,407	8,313
Employment												
Industrial	1,397	1,399	1,400	1,401	1,402	1,404	1,405	1,406	1,408	1,409	1,410	13
Commercial	453	455	456	470	485	499	514	528	577	626	676	222
Office & Other Services	695	704	713	722	731	739	748	757	765	773	782	87
Institutional	292	299	306	312	319	325	332	338	345	351	358	66
Total	2,838	2,856	2,874	2,905	2,936	2,968	2,999	3,030	3,095	3,160	3,225	387
Nonres. Floor Area (x1,000)												
Industrial	11	12	13	14	15	17	18	19	20	21	22	11
Commercial	213	214	215	222	228	235	242	249	272	295	318	105
Office & Other Services	73	76	79	81	84	87	89	92	95	97	100	27
Institutional	96	103	109	116	122	129	135	142	148	155	161	65
Total	394	405	416	433	450	467	484	502	535	568	601	207

Wastewater Service Area

Provided below is a summary of development projections used in the Development Fee Report. Base year estimates for 2023 are used in the fee calculations. Development projections are used to illustrate a possible future pace of demand for service units and cash flows resulting from revenues and expenditures associated with those demands. TischlerBise uses the projections shown below for wastewater service areas.

Figure L27: Development Projections Summary

Wastewater Service Area	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	10-Year Increase
	Base Year	1	2	3	4	5	6	7	8	9	10	
Resident Population												
Single Family	61,000	65,232	69,464	73,564	77,665	81,766	85,866	89,967	93,370	96,773	100,176	39,177
Multi-Family	9,463	11,890	14,316	15,555	16,794	18,034	19,273	20,512	21,752	22,991	24,230	14,768
Total	70,462	77,122	83,779	89,119	94,459	99,799	105,139	110,479	115,122	119,764	124,407	53,944
Housing Units												
Single Family	24,072	25,663	27,254	28,796	30,337	31,879	33,420	34,962	36,241	37,521	38,800	14,728
Multi-Family	3,793	5,264	6,734	7,485	8,236	8,988	9,739	10,490	11,241	11,992	12,743	8,950
Total	27,865	30,927	33,988	36,281	38,574	40,866	43,159	45,452	47,482	49,513	51,543	23,678
Employment												
Industrial	9,498	9,567	9,636	9,744	9,853	9,961	10,069	10,177	10,313	10,449	10,585	1,087
Commercial	4,726	4,797	4,868	4,951	5,035	5,118	5,202	5,285	5,399	5,512	5,626	900
Office & Other Services	5,648	5,866	6,083	6,709	7,334	7,960	8,585	9,211	9,898	10,585	11,271	5,623
Institutional	3,799	3,883	3,967	4,088	4,209	4,331	4,452	4,574	4,728	4,883	5,038	1,239
Total	23,671	24,112	24,554	25,492	26,431	27,370	28,308	29,247	30,338	31,429	32,521	8,850
Nonres. Floor Area (x1,000)												
Industrial	5,456	5,516	5,576	5,669	5,763	5,856	5,950	6,043	6,161	6,278	6,396	940
Commercial	2,226	2,259	2,293	2,332	2,371	2,411	2,450	2,489	2,543	2,596	2,650	424
Office & Other Services	1,594	1,660	1,727	1,919	2,111	2,303	2,495	2,687	2,898	3,109	3,320	1,726
Institutional	653	685	717	762	806	851	895	939	995	1,050	1,106	452
Total	9,929	10,121	10,313	10,682	11,052	11,421	11,790	12,159	12,597	13,034	13,471	3,542

North Service Area

TischlerBise uses the projections shown below for the north wastewater service area.

Figure L28: Development Projections Summary

Wastewater Service Area - North	2023 Base Year	2024 1	2025 2	2026 3	2027 4	2028 5	2029 6	2030 7	2031 8	2032 9	2033 10	10-Year Increase
Resident Population												
Single Family	43,010	45,060	47,110	49,029	50,948	52,867	54,786	56,705	57,926	59,148	60,369	17,359
Multi-Family	9,463	11,872	14,279	15,500	16,721	17,942	19,163	20,384	21,605	22,826	24,047	14,584
Total	52,472	56,932	61,389	64,529	67,669	70,809	73,949	77,089	79,531	81,974	84,416	31,944
Housing Units												
Single Family	15,979	16,749	17,520	18,241	18,963	19,684	20,406	21,127	21,586	22,045	22,505	6,526
Multi-Family	3,793	5,253	6,712	7,452	8,192	8,932	9,672	10,412	11,152	11,892	12,632	8,839
Total	19,772	22,002	24,232	25,693	27,155	28,616	30,078	31,539	32,738	33,937	35,137	15,365
Employment												
Industrial	8,100	8,168	8,236	8,343	8,450	8,557	8,664	8,771	8,906	9,040	9,175	1,075
Commercial	4,272	4,342	4,412	4,481	4,550	4,619	4,688	4,757	4,821	4,886	4,950	678
Office & Other Services	4,953	5,162	5,370	5,987	6,604	7,220	7,837	8,454	9,133	9,811	10,490	5,537
Institutional	3,507	3,584	3,661	3,776	3,891	4,006	4,120	4,235	4,384	4,532	4,680	1,174
Total	20,833	21,256	21,679	22,587	23,495	24,402	25,310	26,217	27,243	28,269	29,295	8,463
Nonres. Floor Area (x1,000)												
Industrial	5,445	5,504	5,562	5,655	5,747	5,840	5,932	6,025	6,141	6,257	6,374	929
Commercial	2,012	2,045	2,078	2,111	2,143	2,176	2,208	2,241	2,271	2,301	2,332	319
Office & Other Services	1,521	1,585	1,649	1,838	2,027	2,217	2,406	2,595	2,804	3,012	3,220	1,700
Institutional	557	582	608	646	684	722	759	797	846	895	944	387
Total	9,535	9,716	9,897	10,249	10,601	10,953	11,306	11,658	12,062	12,466	12,870	3,335

South Service Area

TischlerBise uses the projections shown below for the south wastewater service area.

Figure L29: Development Projections Summary

Wastewater Service Area - South	2023 Base Year	2024 1	2025 2	2026 3	2027 4	2028 5	2029 6	2030 7	2031 8	2032 9	2033 10	10-Year Increase
Resident Population												
Single Family	17,990	20,172	22,353	24,535	26,717	28,899	31,080	33,262	35,444	37,626	39,807	21,817
Multi-Family	0	18	37	55	73	92	110	128	147	165	183	183
Total	17,990	20,190	22,390	24,590	26,790	28,990	31,190	33,390	35,590	37,790	39,991	22,000
Housing Units												
Single Family	8,094	8,914	9,734	10,554	11,374	12,195	13,015	13,835	14,655	15,475	16,296	8,202
Multi-Family	0	11	22	33	44	56	67	78	89	100	111	111
Total	8,094	8,925	9,756	10,587	11,419	12,250	13,081	13,913	14,744	15,575	16,407	8,313
Employment												
Industrial	1,397	1,399	1,400	1,401	1,402	1,404	1,405	1,406	1,408	1,409	1,410	13
Commercial	453	455	456	470	485	499	514	528	577	626	676	222
Office & Other Services	695	704	713	722	731	739	748	757	765	773	782	87
Institutional	292	299	306	312	319	325	332	338	345	351	358	66
Total	2,838	2,856	2,874	2,905	2,936	2,968	2,999	3,030	3,095	3,160	3,225	387
Nonres. Floor Area (x1,000)												
Industrial	11	12	13	14	15	17	18	19	20	21	22	11
Commercial	213	214	215	222	228	235	242	249	272	295	318	105
Office & Other Services	73	76	79	81	84	87	89	92	95	97	100	27
Institutional	96	103	109	116	122	129	135	142	148	155	161	65
Total	394	405	416	433	450	467	484	502	535	568	601	207

Average Weekday Vehicle Trips

TischlerBise uses the projections shown below for the street service areas.

Figure L30: Average Weekday Vehicle Trips Summary

Non-Utility Service Area		Base	1	2	3	4	5	6	7	8	9	10	10-Year Increase
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	
Development	Single Family Units	36,920	38,410	39,900	41,540	43,180	44,821	46,461	48,101	49,427	50,753	52,079	15,159
	Multi-Family Units	6,367	8,727	11,085	12,290	13,495	14,700	15,905	17,110	18,315	19,520	20,725	14,358
	Industrial KSF	5,773	5,834	5,896	5,992	6,088	6,185	6,281	6,377	6,498	6,620	6,741	968
	Commercial KSF	4,916	4,967	5,018	5,067	5,116	5,166	5,215	5,264	5,324	5,384	5,443	528
	Office & Other Services KSF	2,874	2,972	3,069	3,293	3,516	3,739	3,963	4,186	4,427	4,667	4,908	2,034
Avg Weekday Vehicle Trips	Institutional KSF	987	1,037	1,088	1,134	1,180	1,227	1,273	1,320	1,377	1,434	1,491	504
	Single-Family Trips	222,817	231,810	240,804	250,703	260,602	270,501	280,400	290,299	298,301	306,304	314,307	91,490
	Multi-Family Trips	27,465	37,645	47,817	53,015	58,213	63,411	68,609	73,807	79,004	84,202	89,400	61,936
	Residential Trips	250,281	269,455	288,621	303,718	318,815	333,911	349,008	364,105	377,306	390,506	403,707	153,426
	Industrial Trips	9,727	9,831	9,935	10,097	10,259	10,421	10,583	10,745	10,950	11,154	11,359	1,632
	Commercial Trips	60,035	60,661	61,287	61,887	62,488	63,088	63,689	64,290	65,020	65,751	66,481	6,446
	Office & Other Services Trips	15,575	16,106	16,636	17,846	19,057	20,267	21,477	22,688	23,992	25,296	26,599	11,024
	Institutional Trips	7,359	7,734	8,108	8,454	8,800	9,146	9,492	9,838	10,264	10,689	11,114	3,755
	Nonresidential Trips	92,697	94,331	95,966	98,285	100,604	102,923	105,242	107,561	110,225	112,889	115,554	22,857
	Total Vehicle Trips	342,978	363,787	384,587	402,003	419,418	436,834	454,250	471,666	487,531	503,396	519,260	176,282
VMC	Vehicle Miles of Capacity (VMC)	4,024,285	4,287,300	4,550,203	4,765,695	4,981,187	5,196,678	5,412,170	5,627,662	5,821,302	6,014,943	6,208,583	2,184,298
Need	Arterial Lane Miles		29.2	29.2	23.9	23.9	23.9	23.9	23.9	21.5	21.5	21.5	242.7

TischlerBise uses the projections shown below for the north street service area.

Figure L31: Average Weekday Vehicle Trips Summary

Non-Utility Service Area - North		Base	1	2	3	4	5	6	7	8	9	10	10-Year
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Increase
Development	Single Family Units	28,826	29,496	30,166	30,986	31,806	32,626	33,446	34,266	34,772	35,278	35,783	6,957
	Multi-Family Units	6,367	8,716	11,063	12,257	13,451	14,645	15,839	17,033	18,226	19,420	20,614	14,247
	Industrial KSF	5,762	5,822	5,883	5,978	6,073	6,168	6,263	6,358	6,478	6,599	6,719	957
	Commercial KSF	4,702	4,753	4,803	4,846	4,888	4,930	4,973	5,015	5,052	5,088	5,125	423
	Office & Other Services KSF	2,801	2,896	2,991	3,211	3,432	3,653	3,873	4,094	4,332	4,570	4,808	2,007
	Institutional KSF	891	934	978	1,018	1,058	1,098	1,138	1,178	1,228	1,279	1,329	439
Avg Weekday Vehicle Trips	Single-Family Trips	173,971	178,014	182,058	187,007	191,956	196,904	201,853	206,802	209,855	212,907	215,960	41,989
	Multi-Family Trips	27,465	37,597	47,721	52,871	58,021	63,171	68,321	73,471	78,621	83,771	88,921	61,457
	Residential Trips	201,435	215,612	229,779	239,878	249,977	260,076	270,175	280,274	288,476	296,679	304,881	103,446
	Industrial Trips	9,708	9,811	9,913	10,073	10,233	10,393	10,553	10,714	10,916	11,119	11,321	1,613
	Commercial Trips	57,428	58,046	58,664	59,181	59,699	60,217	60,735	61,252	61,700	62,147	62,595	5,167
	Office & Other Services Trips	15,179	15,695	16,210	17,406	18,602	19,797	20,993	22,189	23,479	24,769	26,059	10,880
	Institutional Trips	6,640	6,966	7,292	7,589	7,887	8,185	8,482	8,780	9,157	9,534	9,911	3,270
	Nonresidential Trips	88,956	90,517	92,078	94,249	96,421	98,592	100,763	102,934	105,252	107,569	109,886	20,930
	Total Vehicle Trips	290,391	306,129	321,857	334,127	346,398	358,668	370,938	383,208	393,728	404,248	414,768	124,377
VMC	Vehicle Miles of Capacity (VMC)	3,357,468	3,554,825	3,752,070	3,901,282	4,050,494	4,199,707	4,348,919	4,498,131	4,623,829	4,749,528	4,875,226	1,517,758
Need	Arterial Lane Miles		21.9	21.9	16.6	16.6	16.6	16.6	16.6	14.0	14.0	14.0	168.6

TischlerBise uses the projections shown below for the south street service area.

Figure L32: Average Weekday Vehicle Trips Summary

Non-Utility Service Area - South		Base	1	2	3	4	5	6	7	8	9	10	10-Year
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Increase
Development	Single Family Units	8,094	8,914	9,734	10,554	11,374	12,195	13,015	13,835	14,655	15,475	16,296	8,202
	Multi-Family Units	0	11	22	33	44	56	67	78	89	100	111	111
	Industrial KSF	11	12	13	14	15	17	18	19	20	21	22	11
	Commercial KSF	213	214	215	222	228	235	242	249	272	295	318	105
	Office & Other Services KSF	73	76	79	81	84	87	89	92	95	97	100	27
	Institutional KSF	96	103	109	116	122	129	135	142	148	155	161	65
Avg Weekday Vehicle Trips	Single-Family Trips	48,846	53,796	58,746	63,696	68,646	73,596	78,546	83,496	88,446	93,397	98,347	49,501
	Multi-Family Trips	0	48	96	144	192	239	287	335	383	431	479	479
	Residential Trips	48,846	53,844	58,842	63,840	68,838	73,836	78,834	83,832	88,830	93,827	98,825	49,980
	Industrial Trips	19	20	22	24	26	28	30	32	33	35	37	18
	Commercial Trips	2,607	2,615	2,623	2,706	2,789	2,872	2,954	3,037	3,320	3,603	3,886	1,279
	Office & Other Services Trips	396	411	426	441	455	470	485	499	513	526	540	144
	Institutional Trips	719	768	816	865	913	962	1,010	1,059	1,107	1,155	1,204	485
	Nonresidential Trips	3,741	3,814	3,888	4,035	4,183	4,331	4,479	4,627	4,973	5,320	5,667	1,926
	Total Vehicle Trips	52,587	57,658	62,729	67,875	73,021	78,167	83,312	88,458	93,803	99,148	104,493	51,906
VMC	Vehicle Miles of Capacity (VMC)	666,817	732,475	798,133	864,413	930,692	996,972	1,063,252	1,129,531	1,197,473	1,265,415	1,333,357	666,540
Need	Arterial Lane Miles		7.3	7.3	7.4	7.4	7.4	7.4	7.4	7.5	7.5	7.5	74.1

FIRE FACILITIES

ARS § 9-463.05 (T)(7)(f) defines the eligible facilities and assets for the Fire Facilities IIP:

“Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.”

The Fire Facilities IIP includes components for fire facilities, fire apparatus, and the cost of preparing the Fire Facilities IIP and related development fee report. The incremental expansion methodology is used for fire apparatus. The plan-based methodology is used for fire facilities and the development fee report.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Fire Facilities IIP and development fees will allocate the cost of fire services between residential and nonresidential based on functional population. Based on 2019 estimates from the U.S. Census Bureau’s OnTheMap web application, residential development accounts for approximately 77 percent of functional population and nonresidential development accounts for the remaining 23 percent.

Figure F1: Proportionate Share

Demand Units in 2019				
Residential			Demand Hours/Day	Person Hours
Population	92,584			
Residents Not Working	55,973		20	1,119,460
Employed Residents	36,611			
Employed in Goodyear	3,180		14	44,520
Employed outside Goodyear	33,431		14	468,034
Residential Subtotal				1,632,014
Residential Share				77%
Nonresidential				
Non-working Residents	55,973		4	223,892
Jobs Located in Goodyear	26,504			
Residents Employed in Goodyear	3,180		10	31,800
Non-Resident Workers (inflow commuters)	23,324		10	233,240
Nonresidential Subtotal				488,932
Nonresidential Share				23%
Total				2,120,946

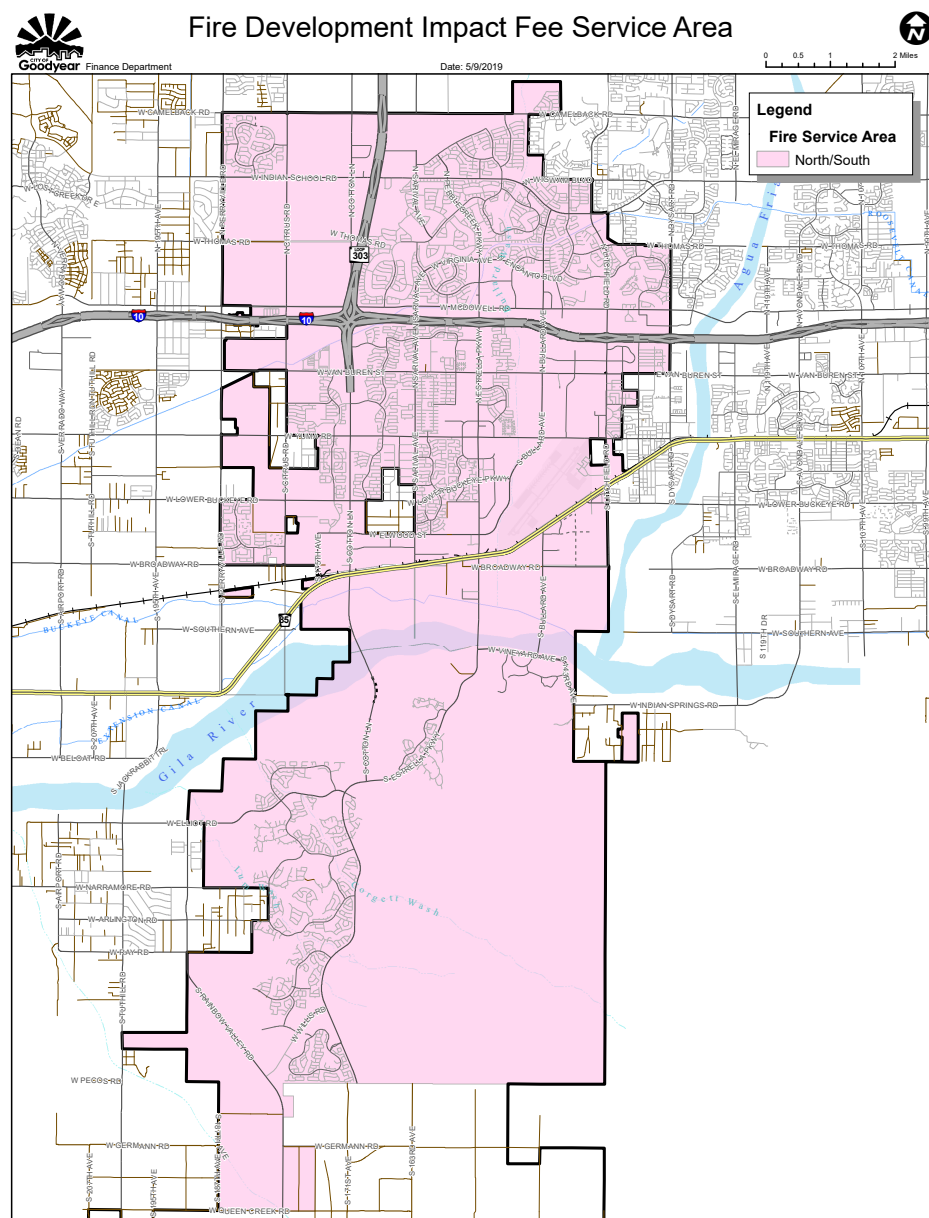
Source: Arizona Office of Economic Opportunity (population), U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.8.1 (employment).

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by type of housing unit. Since nonresidential calls for service were unavailable by specific nonresidential use, TischlerBise recommends using jobs as the demand indicator for nonresidential demand for fire services. Employment density is highest for office development and lowest for industrial development. Commercial and institutional densities fall between the other two categories. This ranking of employment densities is consistent with the relative demand for fire services from nonresidential development.

SERVICE AREA

Goodyear's Fire Department strives to provide a uniform response time within the city limits; therefore, there is a single service area for the Fire Facilities IIP.

Figure F2: Fire Development Impact Fee Service Area



RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Figure F3 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the number of persons per housing unit. For nonresidential development, the table displays the number of jobs per thousand square feet of floor area.

Figure F3: Ratio of Service Unit to Development Unit

Residential Development	
Development Type	Persons per Housing Unit ¹
Single Family	2.66
Multi-Family	1.65

Nonresidential Development	
Development Type	Jobs per 1,000 Sq Ft ¹
Industrial	1.16
Commercial	2.12
Office & Other Services	3.26
Institutional	3.03

1. See Land Use Assumptions

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Fire Facilities – Plan-Based

Goodyear currently provides 105,322 square feet of fire facilities to existing development, and Goodyear plans to construct additional fire facilities to serve future development. Goodyear constructed Station 186 through a development agreement and will repay the developer through future development fee revenue. The existing level of service shown below excludes 8,932 square feet of Station 186 related to the outstanding development agreement.

To allocate the proportionate share of demand for fire facilities to residential and nonresidential development, this analysis uses proportionate share shown in Figure F1. Goodyear's existing level of service for residential development is 0.6960 square feet per person (96,390 square feet X 77 percent residential share / 106,642 persons). The nonresidential level of service is 0.6064 square feet per job (96,390 square feet X 23 percent nonresidential share / 36,557 jobs).

Figure F4: Existing Fire Facilities

Description	Square Feet
Headquarters	14,634
Fire Resource	13,094
Station 181	16,126
Station 182	10,870
Station 183	12,653
Station 184	13,476
Station 185	9,712
Station 186	14,757
Total	105,322

Level-of-Service (LOS) Standards	
Existing Square Feet ¹	96,390
Residential	
Residential Share	77%
2023 Population	106,642
Square Feet per Person	0.6960
Nonresidential	
Nonresidential Share	23%
2023 Jobs	36,557
Square Feet per Job	0.6064

Source: Goodyear Fire Department

1. Excludes Station 186 reimbursement share

If Goodyear maintains its existing level of service over the next 10 years, future development will demand approximately 50,776 square feet of fire facilities.

Figure F5: Projected Demand for Fire Facilities

Demand for Fire Facilities					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2023	106,642	36,557	74,220.2	22,169.7	96,389.9
2024	114,500	37,195	79,689.3	22,556.6	102,245.9
2025	122,355	37,833	85,156.0	22,943.5	108,099.5
2026	128,706	38,904	89,576.3	23,592.8	113,169.1
2027	135,057	39,975	93,996.5	24,242.1	118,238.6
2028	141,409	41,045	98,416.8	24,891.3	123,308.1
2029	147,760	42,116	102,837.1	25,540.6	128,377.6
2030	154,111	43,187	107,257.3	26,189.8	133,447.2
2031	159,626	44,397	111,095.9	26,924.1	138,020.0
2032	165,142	45,608	114,934.5	27,658.4	142,592.9
2033	170,657	46,819	118,773.1	28,392.7	147,165.8
10-Yr Increase	64,015	10,262	44,552.8	6,223.0	50,775.8

As shown below in Figure F6, Goodyear plans to repay outstanding obligations related to Station 186 and to construct 30,000 square feet of fire facilities during the next 10 years. The associated cost related to 38,932 of fire facilities is \$37,169,703. Since Goodyear plans to construct fewer square feet of fire facilities than supported by the existing level-of-service projections shown in Figure F5, the analysis will use an adjustment factor of approximately 77 percent (38,932 planned square feet / 50,776 projected square feet) to calculate the adjusted level of service.

Figure F6: Planned Fire Facilities

Description	Square Feet	Cost	Cost per Sq Ft
Station 186 ¹	8,932	\$4,208,612	\$471
Station 188	15,000	\$16,159,600	\$1,077
Station 189	15,000	\$16,801,491	\$1,120
Total	38,932	\$37,169,703	\$955

Source: Goodyear Finance Department

1. Represents share related to city and developer reimbursement

Adjusted Level of Service

As discussed on the previous page, the analysis uses an adjustment factor of 77 percent to account for the planned level of service. The level-of-service standards shown below include 73,906 adjusted square feet (96,390 square feet X 77 percent adjustment factor). To allocate the proportionate share of demand for fire facilities to residential and nonresidential development, this analysis uses proportionate share shown in Figure F1. Goodyear's adjusted level of service for residential development is 0.5336 square feet per person (73,906 adjusted square feet X 77 percent residential share / 106,642 persons). The nonresidential level of service is 0.4650 square feet per job (73,906 adjusted square feet X 23 percent nonresidential share / 36,557 jobs).

Based on the outstanding balance for Station 186 and the construction cost estimates for future fire facilities, the construction cost is \$955 per square foot (\$37,169,703 cost / 38,932 square feet). For fire facilities, the cost is \$509.48 per person (0.5336 square feet per person X \$955 per square foot) and \$443.93 per job (0.4650 square feet per job X \$955 per square foot).

Figure F7: Existing Level of Service

Cost Factors	
Cost per Square Foot	\$955

Level-of-Service (LOS) Standards	
Existing Square Feet ¹	96,390
LOS Adjustment	77%
Adjusted Square Feet	73,906
Residential	
Residential Share	77%
2023 Population	106,642
Square Feet per Person	0.5336
Cost per Person	\$509.48
Nonresidential	
Nonresidential Share	23%
2023 Jobs	36,557
Square Feet per Job	0.4650
Cost per Job	\$443.93

Source: Goodyear Fire Department

1. Excludes share related to city and developer reimbursement

Fire Apparatus – Incremental Expansion

Goodyear currently serves existing development with 50 fire apparatus, and Goodyear plans to acquire additional fire apparatus to serve future development. The replacement cost of the existing fleet is \$15,132,000.

Figure F8: Existing Fire Apparatus

Description	Units	Unit Cost	Total Cost
Ladder	1	\$1,450,000	\$1,450,000
Pumper	6	\$950,000	\$5,700,000
Backup Pumper	4	\$950,000	\$3,800,000
Hazmat Truck	2	\$645,000	\$1,290,000
Wildland Truck	1	\$540,000	\$540,000
Hazmat Support	1	\$212,000	\$212,000
Brush Truck	2	\$195,000	\$390,000
BC Truck	2	\$105,000	\$210,000
Sport Utility Vehicle	2	\$82,000	\$164,000
Truck	18	\$65,000	\$1,170,000
Car	3	\$35,000	\$105,000
Forklift	1	\$25,000	\$25,000
UTV	2	\$23,000	\$46,000
Trailer	5	\$6,000	\$30,000
Total	50	\$302,640	\$15,132,000

Source: Goodyear Fire Department

To allocate the proportionate share of demand for fire apparatus to residential and nonresidential development, this analysis uses functional population outlined in Figure F1. Goodyear's existing level of service for residential development is 0.0004 units per person (50 units X 77 percent residential share / 106,642 persons). The nonresidential level of service is 0.0003 units per job (50 units X 23 percent nonresidential share / 36,557 jobs).

Based on the total cost of Goodyear's existing fire apparatus, the weighted average cost for a new fire apparatus is \$302,640 per unit (\$15,132,000 total cost / 50 units). Goodyear may use development fees to expand its fire apparatus fleet. For fire apparatus, the cost is \$109.26 per person (0.0004 units per person X \$302,640 per unit) and \$95.20 per job (0.0003 units per job X \$302,640 per unit).

Figure F9: Existing Level of Service

Cost Factors	
Weighted Average per Unit	\$302,640

Level-of-Service (LOS) Standards	
Existing Units	50
Residential	
Residential Share	77%
2023 Population	106,642
Units per Person	0.0004
Cost per Person	\$109.26
Nonresidential	
Nonresidential Share	23%
2023 Jobs	36,557
Units per Job	0.0003
Cost per Job	\$95.20

Source: Goodyear Fire Department

Development Fee Report – Plan-Based

The cost to prepare the Fire Facilities IIP and related development fee report totals \$18,000. Goodyear plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of future development from the *Land Use Assumptions* document, the cost is \$0.40 per person and \$0.92 per job.

Figure F10: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	\$18,000	Residential	77%	Population	34,766	\$0.40
		Nonresidential	23%	Jobs	4,488	\$0.92
Parks and Recreational	\$15,500	Residential	98%	Population	34,766	\$0.44
		Nonresidential	2%	Jobs	4,488	\$0.07
Police	\$18,000	Residential	79%	Population	34,766	\$0.41
		Nonresidential	21%	Jobs	4,488	\$0.84
Street	\$26,110	All Development	100%	VMT	1,172,394	\$0.02
Water	\$25,000	All Development	100%	Gallons	3,256,698	\$0.01
Wastewater	\$25,000	All Development	100%	Gallons	1,223,084	\$0.02
Total	\$127,610					

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

As shown in the *Land Use Assumptions* document, Goodyear’s population is expected to increase by 64,015 persons and employment is expected to increase by 10,262 jobs over the next 10 years. To reach the planned level of service, Goodyear will need to construct 30,000 square feet of fire facilities over the next 10 years. To maintain the existing level of service, Goodyear will need to expand the apparatus fleet by approximately 26 units over the next 10 years. The following pages include a more detailed projection of demand for services and costs for the Fire Facilities IIP.

Fire Facilities – Plan-Based

Goodyear will use development fees to repay costs associated with Station 186 (\$3,401,226 for developer reimbursement and \$807,386 for Goodyear reimbursement). Goodyear will also use development fees to construct Station 188 and Station 189 over the next 10 years. Based on a projected population increase of 64,015 persons, future residential development demands approximately 34,161 square feet of planned fire facilities (64,015 additional persons X 0.5336 square feet per person). With projected nonresidential growth of 10,262 jobs, future nonresidential development demands approximately 4,771 square feet of planned fire facilities (10,262 additional jobs X 0.4650 square feet per job). Future development demands 38,932 square feet of fire facilities at a cost of \$37,169,703 (38,932 square feet X \$955 per square foot). This includes Station 186 (8,932 square feet), Station 188 (15,000 square feet), and Station 189 (15,000 square feet) for a total of 38,923 square feet.

Figure F11: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Fire Facilities	0.5336 Square Feet	per Person	\$955
	0.4650 Square Feet	per Job	

Demand for Fire Facilities					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2023	106,642	36,557	56,907.7	16,998.4	73,906.1
2024	114,500	37,195	61,101.0	17,295.1	78,396.1
2025	122,355	37,833	65,292.6	17,591.7	82,884.3
2026	128,706	38,904	68,681.8	18,089.6	86,771.3
2027	135,057	39,975	72,071.0	18,587.4	90,658.3
2028	141,409	41,045	75,460.2	19,085.2	94,545.3
2029	147,760	42,116	78,849.4	19,583.0	98,432.4
2030	154,111	43,187	82,238.6	20,080.8	102,319.4
2031	159,626	44,397	85,181.7	20,643.8	105,825.6
2032	165,142	45,608	88,124.9	21,206.8	109,331.8
2033	170,657	46,819	91,068.1	21,769.8	112,838.0
10-Yr Increase	64,015	10,262	34,160.5	4,771.4	38,931.9

Growth-Related Expenditures	\$32,614,154	\$4,555,449	\$37,169,603
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Fire Apparatus – Incremental Expansion

Goodyear plans to maintain its level of service for fire apparatus over the next 10 years. Based on a projected population increase of 64,015 persons, future residential development demands approximately 23 fire apparatus (64,015 additional persons X 0.0004 units per person). With projected nonresidential growth of 10,262 jobs, future nonresidential development demands approximately three fire apparatus (10,262 additional jobs X 0.0003 units per job). Future development demands approximately 26 fire apparatus at a cost of \$7,971,166 (26.3 units X \$302,640 per unit). Goodyear may use development fees to expand its fire apparatus fleet.

Figure F12: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Fire Apparatus	0.0004 Units	per Person	\$302,640
	0.0003 Units	per Job	

Demand for Fire Apparatus					
Year	Population	Jobs	Units		
			Residential	Nonresidential	Total
2023	106,642	36,557	38.5	11.5	50.0
2024	114,500	37,195	41.3	11.7	53.0
2025	122,355	37,833	44.2	11.9	56.1
2026	128,706	38,904	46.5	12.2	58.7
2027	135,057	39,975	48.8	12.6	61.3
2028	141,409	41,045	51.1	12.9	64.0
2029	147,760	42,116	53.3	13.2	66.6
2030	154,111	43,187	55.6	13.6	69.2
2031	159,626	44,397	57.6	14.0	71.6
2032	165,142	45,608	59.6	14.3	74.0
2033	170,657	46,819	61.6	14.7	76.3
10-Yr Increase	64,015	10,262	23.1	3.2	26.3

Growth-Related Expenditures	\$6,994,231	\$976,935	\$7,971,166
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FIRE FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is necessary for development fees, because Goodyear's construction transaction privilege tax rate exceeds the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Goodyear will apply the entire revenue credit/offset to street facilities fees. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Fire Facilities Development Fees

Infrastructure components and cost factors for fire facilities are summarized in the upper portion of Figure F13. The cost per service unit for fire facilities is \$619.14 per person and \$540.05 per job.

Fire facilities development fees for residential development are assessed according to the number of persons per housing unit. The fee of \$1,647 for a single-family unit is calculated using a cost per service unit of \$619.14 per person multiplied by a demand unit of 2.66 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of \$625 per 1,000 square feet of industrial development is derived from a cost per service unit of \$540.05 per job multiplied by a demand unit of 1.16 jobs per 1,000 square feet.

Figure F13: Fire Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Fire Facilities	\$509.48	\$443.93
Fire Apparatus	\$109.26	\$95.20
Development Fee Report	\$0.40	\$0.92
Total	\$619.14	\$540.05

Residential Fees per Unit				
Development Type	Persons per Housing Unit ¹	Proposed Fees	Current Fees	Difference
Single Family	2.66	\$1,647	\$911	\$736
Multi-Family	1.65	\$1,022	\$682	\$340

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft ¹	Proposed Fees	Current Fees	Difference
Industrial	1.16	\$625	\$362	\$263
Commercial	2.12	\$1,147	\$467	\$680
Office & Other Services	3.26	\$1,758	\$816	\$942
Institutional	3.03	\$1,638	\$934	\$704

1. See Land Use Assumptions

FIRE FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona's enabling legislation (ARS § 9-463.05(E)(7)). In accordance with state law, this report includes an IIP for fire facilities needed to accommodate future development. Projected fee revenue shown in Figure F14 is based on the development projections in the *Land Use Assumptions* document and the updated fire facilities development fees. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue equals \$45,158,243 and projected expenditures equal \$45,158,869.

Figure F14: Fire Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Fire Facilities	\$37,169,703	\$0	\$37,169,703
Fire Apparatus	\$7,971,166	\$0	\$7,971,166
Development Fee Report	\$18,000	\$0	\$18,000
Total	\$45,158,869	\$0	\$45,158,869

		Single Family \$1,647 per unit	Multi-Family \$1,022 per unit	Industrial \$625 per 1,000 sq ft	Commercial \$1,147 per 1,000 sq ft	Office & Other \$1,758 per 1,000 sq ft	Institutional \$1,638 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2023	36,920	6,367	5,773	4,916	2,874	987
Year 1	2024	38,410	8,727	5,834	4,967	2,972	1,033
Year 2	2025	39,900	11,085	5,896	5,018	3,069	1,079
Year 3	2026	41,540	12,290	5,992	5,067	3,293	1,121
Year 4	2027	43,180	13,495	6,088	5,116	3,516	1,163
Year 5	2028	44,821	14,700	6,185	5,166	3,739	1,205
Year 6	2029	46,461	15,905	6,281	5,215	3,963	1,247
Year 7	2030	48,101	17,110	6,377	5,264	4,186	1,289
Year 8	2031	49,427	18,315	6,498	5,324	4,427	1,342
Year 9	2032	50,753	19,520	6,620	5,384	4,667	1,395
Year 10	2033	52,079	20,725	6,741	5,443	4,908	1,448
10-Year Increase		15,159	14,358	968	528	2,034	460
Projected Revenue		\$24,958,481	\$14,664,088	\$604,973	\$605,270	\$3,572,274	\$753,157

Projected Fee Revenue	\$45,158,243
Total Expenditures	\$45,158,869

PARKS AND RECREATIONAL FACILITIES IIP

ARS § 9-463.05 (T)(7)(g) defines the facilities and assets that can be included in the Parks and Recreational Facilities IIP:

“Neighborhood parks and recreational facilities on real property up to thirty acres in area, or parks and recreational facilities larger than thirty acres if the facilities provide a direct benefit to the development. Park and recreational facilities do not include vehicles, equipment or that portion of any facility that is used for amusement parks, aquariums, aquatic centers, auditoriums, arenas, arts and cultural facilities, bandstand and orchestra facilities, bathhouses, boathouses, clubhouses, community centers greater than three thousand square feet in floor area, environmental education centers, equestrian facilities, golf course facilities, greenhouses, lakes, museums, theme parks, water reclamation or riparian areas, wetlands, zoo facilities or similar recreational facilities, but may include swimming pools.”

The Parks and Recreational Facilities IIP includes components for park land (north only), park amenities, recreation facilities (north only), and the cost of preparing the Parks and Recreational Facilities IIP and related Development Fee Report. The incremental expansion methodology is used for park land, park amenities, and recreation facilities. The plan-based methodology is used for the Development Fee Report.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Parks and Recreational Facilities IIP and development fees allocate the cost of necessary public services between residential and nonresidential based on functional population. The Arizona Office of Economic Opportunity estimates Goodyear’s 2019 population equal to 92,584 persons. Based on 2019 estimates from the U.S. Census Bureau’s OnTheMap web application, 23,324 inflow commuters traveled to Goodyear for work in 2019. The proportionate share is based on cumulative impact hours per year with a resident potentially impacting parks and recreational facilities 5,840 hours per year and an inflow commuter potentially impacting parks and recreational facilities 500 hours per year. For parks and recreational facilities, residential development generates 98 percent of demand and nonresidential development generates the remaining two percent of demand.

Figure PR1: Proportionate Share

Development Type	Service Unit	Impact Hours per Year	Cumulative Impact Hours per Year	Proportionate Share
Residential	92,584 residents ¹	5,840	540,690,560	98%
Nonresidential	23,324 inflow commuters ²	500	11,662,000	2%
Total			552,352,560	100%

1. Arizona Office of Economic Opportunity, 2019

2. U.S. Census Bureau, OnTheMap Application and LEHD Origin-Destination Employment Statistics, Version 6.8.1, 2019

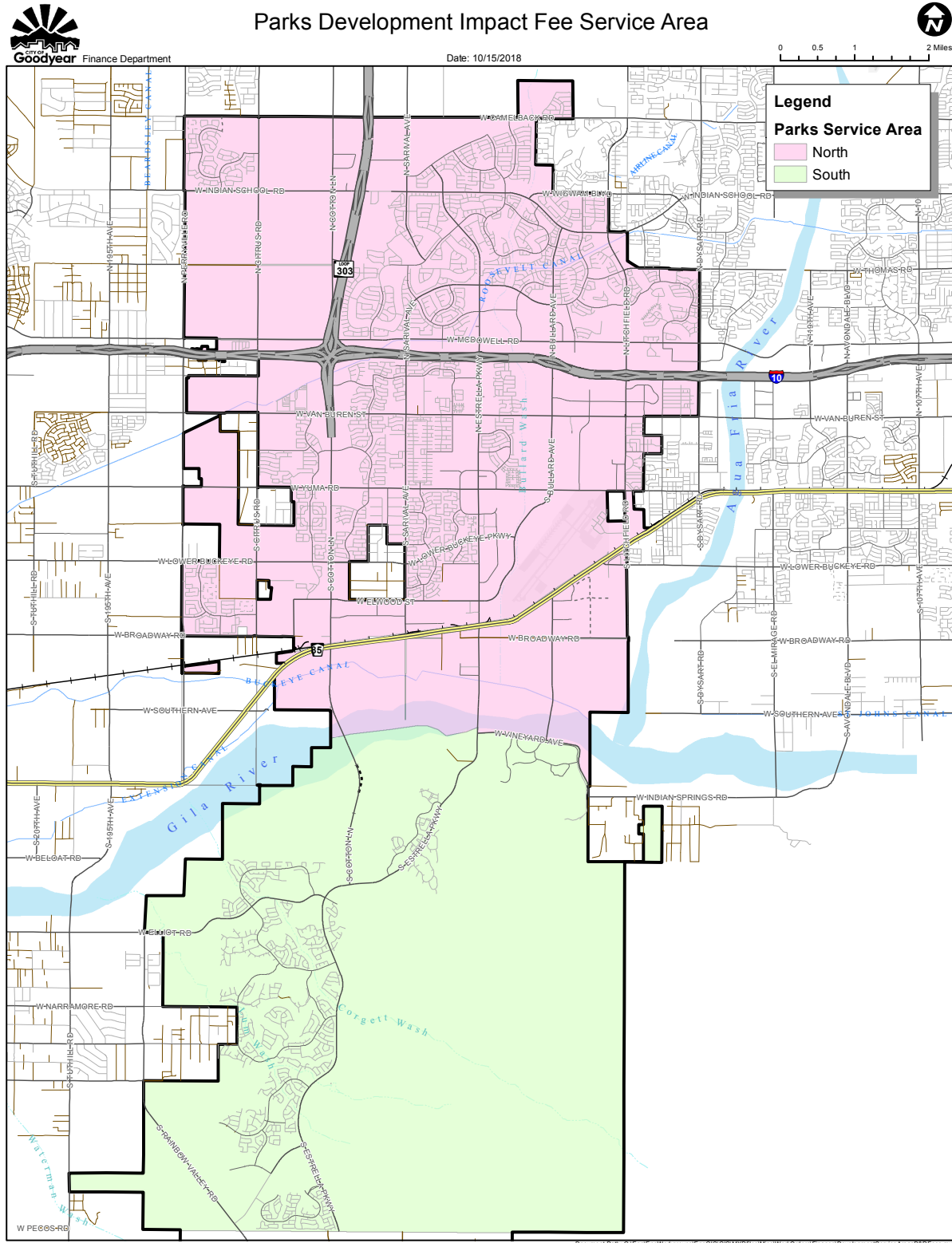
Residential Impact: 16 hours per day X 365 per year

Nonresidential Impact: 2 hours per day X 5 days per week X 50 weeks per year

SERVICE AREA

Due to different levels of service, there are two service areas for the Parks and Recreational Facilities IIP.

Figure PR2: Parks Development Impact Fee Service Area



RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Figure PR3 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the number of persons per housing unit. For nonresidential development, the table displays the number of employees per thousand square feet of floor area.

Figure PR3: Ratio of Service Unit to Development Unit

Residential Development	
Development Type	Persons per Housing Unit ¹
Single Family	2.66
Multi-Family	1.65

Nonresidential Development	
Development Type	Jobs per 1,000 Sq Ft ¹
Industrial	1.16
Commercial	2.12
Office & Other Services	3.26
Institutional	3.03

1. See Land Use Assumptions

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

North Service Area

Park Land – Incremental Expansion

Goodyear currently provides 113.0 acres of park land in the north service area and plans to acquire additional park land to serve future development. To allocate the proportionate share of demand for park land to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. Goodyear's existing LOS for residential development is 0.00125 acres per person (113.0 acres X 98 percent residential share / 88,652 persons). For nonresidential development, the existing LOS is 0.00007 acres per job (113.0 acres X two percent nonresidential share / 33,719 jobs).

Based on estimates provided by the Goodyear Finance Department, the cost for park land is \$200,000 per acre. For park land, the cost is \$249.83 per person (0.00125 acres per person X \$200,000 per acre) and \$13.40 per job (0.00007 acres per job X \$200,000 per acre).

Figure PR4: Existing Level of Service

Description	Acres
Goodyear Community Park	36.0
Goodyear Recreation Campus ¹	30.0
Portales	17.0
Falcon	16.0
Rio Paseo	14.0
Total	113.0

Cost Factors	
Cost per Acre	\$200,000

Level-of-Service (LOS) Standards	
Existing Acres	113.0
Residential	
Residential Share	98%
2023 Population - North	88,652
Acres per Person	0.00125
Cost per Person	\$249.83
Nonresidential	
Nonresidential Share	2%
2023 Jobs - North	33,719
Acres per Job	0.00007
Cost per Job	\$13.40

Source: Goodyear Parks and Recreation Department

1. Excludes portion in excess of 30 acres

Park Amenities – Incremental Expansion

Goodyear currently provides 46 park amenities in its existing parks in the north service area and plans to construct additional park amenities to serve future development. Based on costs provided by Goodyear's Parks and Recreation Department to construct recent park amenities, the total cost of Goodyear's existing park amenities in the north service area is \$22,397,701.

To allocate the proportionate share of demand for park amenities to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. Goodyear's existing LOS for residential development is 0.00051 units per person (46 units X 98 percent residential share / 88,652 persons). For nonresidential development, the existing LOS is 0.00003 units per job (46 units X two percent nonresidential share / 33,719 jobs).

Based on the total cost of Goodyear's existing park amenities in the north service area, the weighted average cost for park amenities is \$486,907 per unit (\$22,397,701 total cost / 46 units). Goodyear may use development fees to construct additional park amenities in existing or future parks. For park amenities, the cost is \$247.59 per person (0.00051 units per person X \$486,907 per unit) and \$13.28 per job (0.00003 units per job X \$486,907 per unit).

Figure PR5: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Ball Field	7	\$945,501	\$6,618,507
Soccer Field	2	\$706,327	\$1,412,654
Basketball Court	6	\$106,380	\$638,280
Tennis Court	6	\$156,300	\$937,800
Pickelball Court	10	\$116,696	\$1,166,960
Restroom	6	\$553,500	\$3,321,000
Playground	9	\$922,500	\$8,302,500
Total	46	\$486,907	\$22,397,701

Cost Factors	
Weighted Average per Unit	\$486,907

Level-of-Service (LOS) Standards	
Existing Units	46
Residential	
Residential Share	98%
2023 Population - North	88,652
Units per Person	0.00051
Cost per Person	\$247.59
Nonresidential	
Nonresidential Share	2%
2023 Jobs - North	33,719
Units per Job	0.00003
Cost per Job	\$13.28

Source: Goodyear Parks and Recreation Department

Recreation Facilities – Incremental Expansion

Goodyear currently provides 48,000 square feet of recreation facilities and plans to construct additional recreation facilities to serve future development. The Enabling Legislation limits recreation facilities to “three thousand square feet that provide a direct benefit to development.” To comply with the Enabling Legislation, Goodyear will use 3,000 square feet in the level-of-service standards.

To allocate the proportionate share of demand for recreation facilities to residential and nonresidential development, this analysis uses proportionate share shown in Figure PR1. Goodyear’s eligible level of service for residential development is 0.0332 eligible square feet per person (3,000 eligible square feet X 98 percent residential share / 88,652 persons). The nonresidential level of service is 0.0018 eligible square feet per job (3,000 eligible square feet X two percent nonresidential share / 33,719 jobs).

Goodyear provided a construction cost of \$400 per square foot. For recreation facilities, the cost is \$13.27 per person (0.0332 eligible square feet per person X \$400 per square foot) and \$0.71 per job (0.0018 eligible square feet per job X \$400 per square foot).

Figure PR6: Existing Level of Service

Description	Total Square Feet	Eligible Square Feet
Goodyear Recreation Center	48,000	3,000

Cost Factors	
Cost per Square Foot	\$400

Level-of-Service (LOS) Standards	
Eligible Square Feet	3,000
Residential	
Residential Share	98%
2023 Population - North	88,652
Eligible Square Feet per Person	0.0332
Cost per Person	\$13.27
Nonresidential	
Nonresidential Share	2%
2023 Jobs - North	33,719
Eligible Square Feet per Job	0.0018
Cost per Job	\$0.71

Source: Goodyear Parks and Recreation Department

South Service Area

Park Amenities – Incremental Expansion

Goodyear currently provides six park amenities in its existing parks in the south service area and plans to construct additional park amenities to serve future development. Based on costs provided by Goodyear's Parks and Recreation Department to construct recent park amenities, the total cost of Goodyear's existing park amenities in the south service area is \$5,018,830.

To allocate the proportionate share of demand for park amenities to residential and nonresidential development, this analysis uses the proportionate share shown in Figure PR1. Goodyear's existing LOS for residential development is 0.00033 units per person (six units X 98 percent residential share / 17,990 persons). For nonresidential development, the existing LOS is 0.00004 units per job (six units X two percent nonresidential share / 2,838 jobs).

Based on the total cost of Goodyear's existing park amenities in the south service area, the weighted average cost for park amenities is \$836,472 per unit (\$5,018,830 total cost / six units). Goodyear may use development fees to construct additional park amenities in existing or future parks. For park amenities, the cost is \$273.40 per person (0.00033 units per person X \$836,472 per unit) and \$35.37 per job (0.00004 units per job X \$836,472 per unit).

Figure PR7: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Ball Field	3	\$945,501	\$2,836,503
Soccer Field	1	\$706,327	\$706,327
Restroom	1	\$553,500	\$553,500
Playground	1	\$922,500	\$922,500
Total	6	\$836,472	\$5,018,830

Cost Factors	
Weighted Average per Unit	\$836,472

Level-of-Service (LOS) Standards	
Existing Units	6
Residential	
Residential Share	98%
2023 Population - South	17,990
Units per Person	0.00033
Cost per Person	\$273.40
Nonresidential	
Nonresidential Share	2%
2023 Jobs - South	2,838
Units per Job	0.00004
Cost per Job	\$35.37

Source: Goodyear Parks and Recreation Department

Development Fee Report – Plan-Based

The cost to prepare the Parks and Recreational Facilities IIP and development fees totals \$15,500. Goodyear plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new development from the *Land Use Assumptions* document, the cost is \$0.44 per person and \$0.07 per job.

Figure PR8: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	\$18,000	Residential	77%	Population	34,766	\$0.40
		Nonresidential	23%	Jobs	4,488	\$0.92
Parks and Recreational	\$15,500	Residential	98%	Population	34,766	\$0.44
		Nonresidential	2%	Jobs	4,488	\$0.07
Police	\$18,000	Residential	79%	Population	34,766	\$0.41
		Nonresidential	21%	Jobs	4,488	\$0.84
Street	\$26,110	All Development	100%	VMT	1,172,394	\$0.02
Water	\$25,000	All Development	100%	Gallons	3,256,698	\$0.01
Wastewater	\$25,000	All Development	100%	Gallons	1,223,084	\$0.02
Total	\$127,610					

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

As shown in the *Land Use Assumptions* document, Goodyear’s population in the north service area is expected to increase by 42,015 persons and employment is expected to increase by 9,874 jobs over the next 10 years. Goodyear’s population in the south service area is expected to increase by 22,000 persons and employment is expected to increase by 387 jobs over the next 10 years. To maintain the existing levels of service in the north service area, Goodyear will need to acquire approximately 53 acres of park land, construct approximately 22 park amenities, and construct approximately 1,400 square feet of recreation facilities over the next 10 years. To maintain the existing level of service in the south service area, Goodyear will need to construct approximately seven park amenities over the next 10 years. The following pages include a more detailed projection of demand for services and costs for the Parks and Recreational Facilities IIP.

North Service Area

Park Land – Incremental Expansion

Goodyear plans to maintain its existing level of service for park land in the north service area over the next 10 years. Based on a projected population increase of 42,015 persons, future residential development demands an additional 52.5 acres of park land (42,015 additional persons X 0.00125 acres per person). With projected employment growth of 9,874 jobs, future nonresidential development demands an additional 0.7 acres of park land (9,874 additional jobs X 0.00007 acres per job). Future development demands 53.1 additional acres of park land at a cost of \$10,628,877 (53.1 acres X \$200,000 per acre). Goodyear may use development fees to acquire additional park land.

Figure PR9: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Acre
Park Land	0.00125 Acres	per Person	\$200,000
	0.00007 Acres	per Job	

Demand for Park Land					
Year	Population (North)	Jobs (North)	Acres		
			Residential	Nonresidential	Total
2023	88,652	33,719	110.7	2.3	113.0
2024	94,310	34,339	117.8	2.3	120.1
2025	99,965	34,959	124.9	2.3	127.2
2026	104,116	35,999	130.1	2.4	132.5
2027	108,267	37,038	135.2	2.5	137.7
2028	112,418	38,078	140.4	2.6	143.0
2029	116,569	39,117	145.6	2.6	148.2
2030	120,721	40,157	150.8	2.7	153.5
2031	124,036	41,303	154.9	2.8	157.7
2032	127,351	42,448	159.1	2.8	161.9
2033	130,667	43,594	163.2	2.9	166.1
10-Yr Increase	42,015	9,874	52.5	0.7	53.1

Growth-Related Expenditures	\$10,496,513	\$132,364	\$10,628,877
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Park Amenities – Incremental Expansion

Goodyear plans to maintain its existing level of service for park amenities in the north service area over the next 10 years. Based on a projected population increase of 42,015 persons, future residential development demands an additional 21.4 park amenities (42,015 additional persons X 0.00051 amenities per person). With projected employment growth of 9,874 jobs, future nonresidential development demands an additional 0.3 park amenities (9,874 additional jobs X 0.00003 amenities per job). Future development demands 21.6 additional park amenities at a cost of \$10,533,735 (21.6 amenities X \$486,907 per amenity). Goodyear may use development fees to construct additional park amenities.

Figure PR10: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Park Amenities	0.00051 Units	per Person	\$486,907
	0.00003 Units	per Job	

Demand for Park Amenities					
Year	Population (North)	Jobs (North)	Units		
			Residential	Nonresidential	Total
2023	88,652	33,719	45.1	0.9	46.0
2024	94,310	34,339	48.0	0.9	48.9
2025	99,965	34,959	50.8	1.0	51.8
2026	104,116	35,999	52.9	1.0	53.9
2027	108,267	37,038	55.1	1.0	56.1
2028	112,418	38,078	57.2	1.0	58.2
2029	116,569	39,117	59.3	1.1	60.3
2030	120,721	40,157	61.4	1.1	62.5
2031	124,036	41,303	63.1	1.1	64.2
2032	127,351	42,448	64.8	1.2	65.9
2033	130,667	43,594	66.4	1.2	67.6
10-Yr Increase	42,015	9,874	21.4	0.3	21.6

Growth-Related Expenditures	\$10,402,556	\$131,179	\$10,533,735
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Recreation Facilities – Incremental Expansion

Goodyear plans to maintain its eligible level of service for recreation facilities in the north service area over the next 10 years. Based on a projected population increase of 42,015 persons, future residential development demands approximately 1,393 square feet of recreation facilities (42,015 additional persons X 0.0332 square feet per person). With projected employment growth of 9,874 jobs, future nonresidential development demands approximately 18 square feet of recreation facilities (9,874 additional jobs X 0.0018 square feet per job). Future development demands approximately 1,411 square feet of recreation facilities at a cost of \$564,365 (1,410.9 square feet X \$400 per square foot). Goodyear may use development fees to construct additional recreation facilities.

Figure PR11: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Recreation Facilities	0.0332 Square Feet	per Person	\$400
	0.0018 Square Feet	per Job	

Demand for Recreation Facilities					
Year	Population (North)	Jobs (North)	Square Feet		
			Residential	Nonresidential	Total
2023	88,652	33,719	2,940.0	60.0	3,000.0
2024	94,310	34,339	3,127.6	61.1	3,188.7
2025	99,965	34,959	3,315.2	62.2	3,377.4
2026	104,116	35,999	3,452.8	64.1	3,516.9
2027	108,267	37,038	3,590.5	65.9	3,656.4
2028	112,418	38,078	3,728.2	67.8	3,795.9
2029	116,569	39,117	3,865.8	69.6	3,935.4
2030	120,721	40,157	4,003.5	71.5	4,075.0
2031	124,036	41,303	4,113.4	73.5	4,186.9
2032	127,351	42,448	4,223.4	75.5	4,298.9
2033	130,667	43,594	4,333.3	77.6	4,410.9
10-Yr Increase	42,015	9,874	1,393.3	17.6	1,410.9

Growth-Related Expenditures	\$557,337	\$7,028	\$564,365
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South Service Area

Park Amenities – Incremental Expansion

Goodyear plans to maintain its existing level of service for park amenities in the south service area over the next 10 years. Based on a projected population increase of 22,000 persons, future residential development demands an additional 7.2 park amenities (22,000 additional persons X 0.00033 amenities per person). With projected employment growth of 387 jobs, future nonresidential development demands approximately 0.02 park amenities (387 additional jobs X 0.00004 amenities per job). Future development demands 7.2 additional park amenities at a cost of \$6,028,598 (7.2 amenities X \$836,472 per amenity). Goodyear may use development fees to construct additional park amenities.

Figure PR12: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Park Amenities	0.00033 Units	per Person	\$836,472
	0.00004 Units	per Job	

Demand for Park Amenities					
Year	Population (South)	Jobs (South)	Units		
			Residential	Nonresidential	Total
2023	17,990	2,838	5.9	0.1	6.0
2024	20,190	2,856	6.6	0.1	6.7
2025	22,390	2,874	7.3	0.1	7.4
2026	24,590	2,905	8.0	0.1	8.2
2027	26,790	2,936	8.8	0.1	8.9
2028	28,990	2,968	9.5	0.1	9.6
2029	31,190	2,999	10.2	0.1	10.3
2030	33,390	3,030	10.9	0.1	11.0
2031	35,590	3,095	11.6	0.1	11.8
2032	37,790	3,160	12.4	0.1	12.5
2033	39,991	3,225	13.1	0.1	13.2
10-Yr Increase	22,000	387	7.2	0.0	7.2

Growth-Related Expenditures	\$6,014,902	\$13,696	\$6,028,598
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PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is necessary for development fees, because Goodyear's construction transaction privilege tax rate exceeds the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Goodyear will apply the entire revenue credit/offset to street facilities fees. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Parks and Recreational Facilities Development Fees

North Service Area

Infrastructure components and cost factors for parks and recreational facilities in the north service area are summarized in the upper portion of Figure PR13. The cost per service unit is \$511.13 per person and \$27.46 per job.

Parks and recreational facilities fees for residential development are assessed according to the number of persons per housing unit. The fee of \$1,360 for a single-family unit is calculated using a cost per service unit of \$511.13 per person multiplied by a demand unit of 2.66 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of \$32 per 1,000 square feet of industrial development is derived from a cost per service unit of \$27.46 per job multiplied by a demand unit of 1.16 jobs per 1,000 square feet.

Figure PR13: Parks and Recreational Facilities Development Fees – North Service Area

Fee Component	Cost per Person	Cost per Job
Park Land	\$249.83	\$13.40
Park Amenities	\$247.59	\$13.28
Recreation Facilities	\$13.27	\$0.71
Development Fee Report	\$0.44	\$0.07
Total	\$511.13	\$27.46

Residential Fees per Unit				
Development Type	Persons per Housing Unit ¹	Proposed Fees	Current Fees	Difference
Single Family	2.66	\$1,360	\$1,375	(\$15)
Multi-Family	1.65	\$843	\$1,030	(\$187)

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft ¹	Proposed Fees	Current Fees	Difference
Industrial	1.16	\$32	\$23	\$9
Commercial	2.12	\$58	\$29	\$29
Office & Other Services	3.26	\$90	\$50	\$40
Institutional	3.03	\$83	\$57	\$26

1. See Land Use Assumptions

South Service Area

Infrastructure components and cost factors for parks and recreational facilities in the south service area are summarized in the upper portion of Figure PR14. The cost per service unit is \$273.84 per person and \$35.44 per job.

Parks and recreational facilities fees for residential development are assessed according to the number of persons per housing unit. The fee of \$728 for a single-family unit is calculated using a cost per service unit of \$273.84 per person multiplied by a demand unit of 2.66 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of \$41 per 1,000 square feet of industrial development is derived from a cost per service unit of \$35.44 per job multiplied by a demand unit of 1.16 jobs per 1,000 square feet.

Figure PR14: Parks and Recreational Facilities Development Fees – South Service Area

Fee Component	Cost per Person	Cost per Job
Park Amenities	\$273.40	\$35.37
Development Fee Report	\$0.44	\$0.07
Total	\$273.84	\$35.44

Residential Fees per Unit				
Development Type	Persons per Housing Unit ¹	Proposed Fees	Current Fees	Difference
Single Family	2.66	\$728	\$2,255	(\$1,527)
Multi-Family	1.65	\$452	\$1,690	(\$1,238)

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft ¹	Proposed Fees	Current Fees	Difference
Industrial	1.16	\$41	\$110	(\$69)
Commercial	2.12	\$75	\$142	(\$67)
Office & Other Services	3.26	\$116	\$247	(\$131)
Institutional	3.03	\$107	\$284	(\$177)

1. See Land Use Assumptions

PARKS AND RECREATIONAL FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

North Service Area

In accordance with state law, this report includes an IIP for parks and recreational facilities needed to accommodate new development in the north service area. Projected fee revenue shown in Figure PR15 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for parks and recreational facilities shown in Figure PR13. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue equals \$21,737,596, and projected expenditures equal \$21,737,611.

Figure PR15: Parks and Recreational Facilities Development Fee Revenue – North Service Area

Fee Component	Growth Share	Existing Share	Total
Park Land	\$10,628,877	\$0	\$10,628,877
Park Amenities	\$10,533,735	\$0	\$10,533,735
Recreation Facilities	\$564,365	\$0	\$564,365
Development Fee Report	\$10,633	\$0	\$10,633
Total	\$21,737,611	\$0	\$21,737,611

		Single Family \$1,360 per unit	Multi-Family \$843 per unit	Industrial \$32 per 1,000 sq ft	Commercial \$58 per 1,000 sq ft	Office & Other \$90 per 1,000 sq ft	Institutional \$83 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2023	28,826	6,367	5,762	4,702	2,801	891
Year 1	2024	29,496	8,716	5,822	4,753	2,896	934
Year 2	2025	30,166	11,063	5,883	4,803	2,991	978
Year 3	2026	30,986	12,257	5,978	4,846	3,211	1,018
Year 4	2027	31,806	13,451	6,073	4,888	3,432	1,058
Year 5	2028	32,626	14,645	6,168	4,930	3,653	1,098
Year 6	2029	33,446	15,839	6,263	4,973	3,873	1,138
Year 7	2030	34,266	17,033	6,358	5,015	4,094	1,178
Year 8	2031	34,772	18,226	6,478	5,052	4,332	1,228
Year 9	2032	35,278	19,420	6,599	5,088	4,570	1,279
Year 10	2033	35,783	20,614	6,719	5,125	4,808	1,329
10-Year Increase		6,957	14,247	957	423	2,007	439
Projected Revenue		\$9,455,626	\$12,011,080	\$30,439	\$24,596	\$179,402	\$36,453

Projected Fee Revenue	\$21,737,596
Total Expenditures	\$21,737,611

South Service Area

In accordance with state law, this report includes an IIP for parks and recreational facilities needed to accommodate new development in the south service area. Projected fee revenue shown in Figure PR16 is based on the development projections in the *Land Use Assumptions* document and the updated development fees for parks and recreational facilities shown in Figure PR14. If development occurs at a more rapid rate than projected, the demand for infrastructure will increase and development fee revenue will increase at a corresponding rate. If development occurs at a slower rate than projected, the demand for infrastructure will also decrease, along with development fee revenue. Projected development fee revenue equals \$6,033,465, and projected expenditures equal \$6,033,465.

Figure PR16: Parks and Recreational Facilities Development Fee Revenue – South Service Area

Fee Component	Growth Share	Existing Share	Total
Park Amenities	\$6,028,598	\$0	\$6,028,598
Development Fee Report	\$4,867	\$0	\$4,867
Total	\$6,033,465	\$0	\$6,033,465

		Single Family \$728 per unit	Multi-Family \$452 per unit	Industrial \$41 per 1,000 sq ft	Commercial \$75 per 1,000 sq ft	Office & Other \$116 per 1,000 sq ft	Institutional \$107 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2023	8,094	0	11	213	73	96
Year 1	2024	8,914	11	12	214	76	99
Year 2	2025	9,734	22	13	215	79	101
Year 3	2026	10,554	33	14	222	81	103
Year 4	2027	11,374	44	15	228	84	105
Year 5	2028	12,195	56	17	235	87	107
Year 6	2029	13,015	67	18	242	89	109
Year 7	2030	13,835	78	19	249	92	112
Year 8	2031	14,655	89	20	272	95	114
Year 9	2032	15,475	100	21	295	97	116
Year 10	2033	16,296	111	22	318	100	118
10-Year Increase		8,202	111	11	105	27	22
Projected Revenue		\$5,969,654	\$50,114	\$449	\$7,858	\$3,069	\$2,322

Projected Fee Revenue	\$6,033,465
Total Expenditures	\$6,033,465

POLICE FACILITIES IIP

ARS § 9-463.05 (T)(7)(f) defines the eligible facilities and assets for the Police Facilities IIP:

“Fire and police facilities, including all appurtenances, equipment and vehicles. Fire and police facilities do not include a facility or portion of a facility that is used to replace services that were once provided elsewhere in the municipality, vehicles and equipment used to provide administrative services, helicopters or airplanes or a facility that is used for training firefighters or officers from more than one station or substation.”

The Police Facilities IIP includes components for police facilities, police vehicles, communication equipment, and the cost of preparing the Police Facilities IIP and related Development Fee Report. The incremental expansion methodology, based on the current level of service, is used for police vehicles and communication equipment. The plan-based methodology is used for police facilities and the Development Fee Report.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Police Facilities IIP and development fees will allocate the cost of police infrastructure between residential and nonresidential using calls for service. Based on 2019-2021 call data provided by the Goodyear Police Department, residential development accounts for approximately 79 percent of demand and nonresidential development accounts for the remaining 21 percent of demand.

Figure P1: Proportionate Share

Development Type	2019	2020	2021	Total
Residential	35,994	24,707	29,377	90,078
Nonresidential	7,847	7,275	9,395	24,517
Total	43,841	31,982	38,772	114,595

Development Type	2019	2020	2021	Total
Residential	82%	77%	76%	79%
Nonresidential	18%	23%	24%	21%
Total	100%	100%	100%	100%

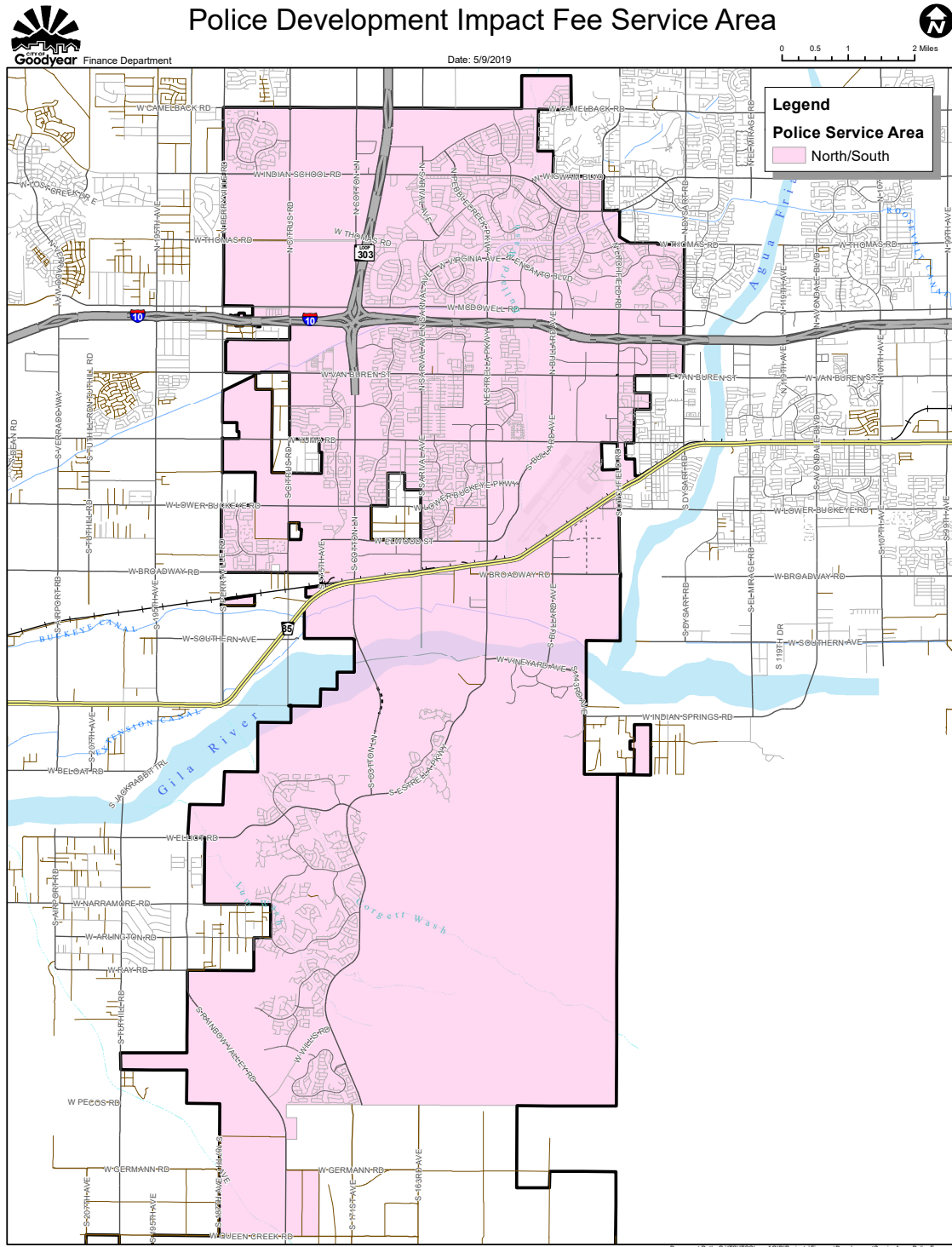
Source: Goodyear Police Department

The proportionate share of costs attributable to residential development will be allocated to population and then converted to an appropriate amount by type of housing unit. Since nonresidential calls for service were unavailable by specific nonresidential use, TischlerBise recommends using jobs as the demand indicator for nonresidential demand for police services. Employment density is highest for office development and lowest for industrial development. Commercial and institutional densities fall between the other two categories. This ranking of employment densities is consistent with the relative demand for police services from nonresidential development.

SERVICE AREA

Goodyear's Police Department strives to provide a uniform response time within the city limits; therefore, there is a single service area for the Police Facilities IIP.

Figure P2: Police Development Impact Fee Service Area



RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Figure P3 displays the demand indicators for residential and nonresidential land uses. For residential development, the table displays the persons per housing unit. For nonresidential development, the table displays the number of jobs per thousand square feet of floor area.

Figure P3: Ratio of Service Unit to Development Unit

Residential Development	
Development Type	Persons per Housing Unit ¹
Single Family	2.66
Multi-Family	1.65

Nonresidential Development	
Development Type	Jobs per 1,000 Sq Ft ¹
Industrial	1.16
Commercial	2.12
Office & Other Services	3.26
Institutional	3.03

1. See Land Use Assumptions

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Police Facilities – Plan-Based

Goodyear currently provides 32,750 square feet of police facilities to existing development.

Figure P4: Existing Police Facilities

Description	Square Feet
Operations Building - Phase I	21,000
Estrella Substation	5,000
Telecom	6,750
Total	32,750

Goodyear plans to construct an additional 17,860 square feet of police facilities at a cost of \$25,709,400 to serve all development in 2033. Goodyear’s existing police development fee fund balance is \$5,745,704 as of June 20, 2023, and Goodyear will use the available fund balance to fund a portion of the planned police facilities. After accounting for the existing fund balance, the remaining capital cost of planned police facilities is \$19,963,696. The weighted average cost for planned police facilities is \$1,118 per square foot (\$19,963,696 remaining capital cost / 17,860 square feet).

Figure P5: Planned Police Facilities

Description	Square Feet	Cost	Cost per Sq Ft
Operations Building Phase II	8,700	\$11,389,800	\$1,309
New Substation	9,160	\$14,319,600	\$1,563
Fund Balance (6/30/2023)	n/a	(\$5,745,704)	n/a
Total	17,860	\$19,963,696	\$1,118

Source: Goodyear Police Department

To allocate the proportionate share of demand for police facilities to residential and nonresidential development, this analysis uses calls for service outlined in Figure P1. Goodyear's planned level of service for residential development is 0.2343 square feet per person (50,610 square feet X 79 percent residential share / 170,657 persons). The nonresidential level of service is 0.2270 square feet per job (50,610 square feet X 21 percent nonresidential share / 46,819 jobs).

Based on planned police facilities shown in Figure P5, the construction cost is \$1,118 per square foot (\$19,963,696 remaining capital cost / 17,860 square feet). For police facilities, the cost is \$261.88 per person (0.2343 square feet per person X \$1,118 per square foot) and \$253.74 per job (0.2270 square feet per job X \$1,118 per square foot).

Figure P6: Planned Level of Service

Cost Factors	
Cost per Square Foot	\$1,118

Level-of-Service (LOS) Standards	
2023 Square Feet	32,750
Additional Square Feet	17,860
2033 Square Feet (Planned)	50,610
Residential	
Residential Share	79%
2033 Population	170,657
Square Feet per Person	0.2343
Cost per Person	\$261.88
Nonresidential	
Nonresidential Share	21%
2033 Jobs	46,819
Square Feet per Job	0.2270
Cost per Job	\$253.74

Source: Goodyear Police Department

Police Vehicles – Incremental Expansion

Goodyear has 166 police vehicles with a total cost of \$14,305,936, and Goodyear plans to acquire additional police vehicles to serve future development. To allocate the proportionate share of demand for police vehicles to residential and nonresidential development, this analysis uses calls for service outlined in Figure P1. Goodyear's existing level of service for residential development is 0.0012 units per person (166 vehicles X 79 percent residential share / 106,642 persons). The nonresidential level of service is 0.0010 units per job (166 vehicles X 21 percent nonresidential share / 36,557 jobs).

Based on the total cost of Goodyear's existing police vehicles, the weighted average cost for a new police vehicle is \$86,180 per vehicle (\$14,305,936 total cost / 166 vehicles). Goodyear may use development fees to expand its police vehicle fleet. For police vehicles, the cost is \$105.98 per person (0.0012 units per person X \$86,180 per vehicle) and \$82.18 per job (0.0010 units per job X \$86,180 per vehicle).

Figure P7: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Sport Utility Vehicle	109	\$85,000	\$9,265,000
Car	26	\$50,000	\$1,300,000
Truck	15	\$65,000	\$975,000
Van	4	\$80,100	\$320,400
Motorcycle	5	\$49,300	\$246,500
Command	1	\$620,256	\$620,256
Command Trailer	1	\$227,080	\$227,080
Personal Transporter	2	\$16,900	\$33,800
UTV	1	\$21,900	\$21,900
Armored	2	\$648,000	\$1,296,000
Total	166	\$86,180	\$14,305,936

Cost Factors	
Weighted Average per Unit	\$86,180

Level-of-Service (LOS) Standards	
Existing Units	166
Residential	
Residential Share	79%
2023 Population	106,642
Units per Person	0.0012
Cost per Person	\$105.98
Nonresidential	
Nonresidential Share	21%
2023 Jobs	36,557
Units per Job	0.0010
Cost per Job	\$82.18

Source: Goodyear Police Department

Communication Equipment – Incremental Expansion

Goodyear has 50 units of communication equipment with a total cost of \$11,067,410, and Goodyear plans to acquire additional units to serve future development. To allocate the proportionate share of demand for communication equipment to residential and nonresidential development, this analysis uses calls for service outlined in Figure P1. Goodyear’s existing level of service for residential development is 0.0004 units per person (50 units X 79 percent residential share / 106,642 persons). The nonresidential level of service is 0.0003 units per job (50 units X 21 percent nonresidential share / 36,557 jobs).

Based on the total cost of Goodyear’s existing communication equipment, the weighted average cost for a new unit is \$221,348 per unit (\$11,067,410 total cost / 50 units). Goodyear may use development fees to acquire additional communication equipment. For communication equipment, the cost is \$81.99 per person (0.0004 units per person X \$221,348 per unit) and \$63.58 per job (0.0003 units per job X \$221,348 per unit).

Figure P8: Existing Level of Service

Description	Units	Unit Cost	Total Cost
Communication Equipment	50	\$221,348	\$11,067,410

Cost Factors	
Weighted Average per Unit	\$221,348

Level-of-Service (LOS) Standards	
Existing Units	50
Residential	
Residential Share	79%
2023 Population	106,642
Units per Person	0.0004
Cost per Person	\$81.99
Nonresidential	
Nonresidential Share	21%
2023 Jobs	36,557
Units per Job	0.0003
Cost per Job	\$63.58

Source: Goodyear Police Department

Development Fee Report – Plan-Based

The cost to prepare the Police Facilities IIP and related Development Fee Report totals \$18,000. Goodyear plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is \$0.41 per person and \$0.84 per job.

Figure P9: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	\$18,000	Residential	77%	Population	34,766	\$0.40
		Nonresidential	23%	Jobs	4,488	\$0.92
Parks and Recreational	\$15,500	Residential	98%	Population	34,766	\$0.44
		Nonresidential	2%	Jobs	4,488	\$0.07
Police	\$18,000	Residential	79%	Population	34,766	\$0.41
		Nonresidential	21%	Jobs	4,488	\$0.84
Street	\$26,110	All Development	100%	VMT	1,172,394	\$0.02
Water	\$25,000	All Development	100%	Gallons	3,256,698	\$0.01
Wastewater	\$25,000	All Development	100%	Gallons	1,223,084	\$0.02
Total	\$127,610					

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

As shown in the *Land Use Assumptions* document, Goodyear’s population is expected to increase by 64,015 persons and employment is expected to increase by 10,262 jobs over the next 10 years. To reach the planned level of service for police facilities, Goodyear will construct 17,860 square feet over the next 10 years. To maintain the existing levels of service, Goodyear will need to acquire approximately 89 police vehicles and approximately 27 units of communication equipment over the next 10 years. The following pages include a more detailed projection of demand for services and costs for the Police Facilities IIP.

Police Facilities – Plan-Based

Goodyear plans to construct 17,860 square feet of police facilities over the next 10 years. Based on a projected population increase of 64,015 persons, future residential development demands approximately 14,998 square feet of police facilities (64,015 additional persons X 0.2343 square feet per person). With projected employment growth of 10,262 jobs, future nonresidential development demands approximately 2,329 square feet of police facilities (10,262 additional jobs X 0.2270 square feet per job). Future development demands approximately 17,327 square feet of police facilities at a cost of \$19,367,910 (17,327.0 square feet X \$1,118 per square foot).

Existing residential development demands approximately 24,984 square feet of police facilities (106,642 persons X 0.2343 square feet per person) and existing nonresidential development demands approximately 8,299 square feet of police facilities (36,557 jobs X 0.2270 square feet per job). Since Goodyear currently provides 32,750 square feet of police facilities, existing development currently demands an additional 533 square feet of police facilities (33,283 square feet demanded by existing development – 32,750 square feet available to existing development) to reach the planned level of service. Existing development's share of planned police facilities is approximately \$595,785 (533 square feet X \$1,118 per square foot).

Figure P10: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Police Facilities	0.2343 Square Feet	per Person	\$1,118
	0.2270 Square Feet	per Job	

Demand for Police Facilities					
Year	Population	Jobs	Square Feet		
			Residential	Nonresidential	Total
2023	106,642	36,557	24,984.3	8,298.7	33,283.0
2024	114,500	37,195	26,825.3	8,443.5	35,268.8
2025	122,355	37,833	28,665.6	8,588.3	37,253.9
2026	128,706	38,904	30,153.5	8,831.4	38,984.9
2027	135,057	39,975	31,641.5	9,074.4	40,715.9
2028	141,409	41,045	33,129.5	9,317.4	42,446.9
2029	147,760	42,116	34,617.5	9,560.5	44,177.9
2030	154,111	43,187	36,105.4	9,803.5	45,908.9
2031	159,626	44,397	37,397.6	10,078.4	47,476.0
2032	165,142	45,608	38,689.7	10,353.2	49,043.0
2033	170,657	46,819	39,981.9	10,628.1	50,610.0
10-Yr Increase	64,015	10,262	14,997.6	2,329.4	17,327.0

Growth-Related Expenditures	\$16,764,099	\$2,603,811	\$19,367,910
Non-Growth Expenditures	\$447,234	\$148,551	\$595,785
Total Expenditures	\$17,211,333	\$2,752,362	\$19,963,696

Police Vehicles – Incremental Expansion

Goodyear plans to maintain its existing level of service for police vehicles over the next 10 years. Based on a projected population increase of 64,015 persons, future residential development demands an additional 78.7 vehicles (64,015 additional persons X 0.0012 vehicles per person). With projected employment growth of 10,262 jobs, future nonresidential development demands an additional 9.8 vehicles (10,262 additional jobs X 0.0010 vehicles per job). Future development demands approximately 89 police vehicles at a cost of \$7,627,454 (88.5 units X \$86,180 per vehicle). Goodyear may use development fees to expand its police vehicle fleet.

Figure P11: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Police Vehicles	0.0012 Units	per Person	\$86,180
	0.0010 Units	per Job	

Demand for Police Vehicles					
Year	Population	Jobs	Units		
			Residential	Nonresidential	Total
2023	106,642	36,557	131.1	34.9	166.0
2024	114,500	37,195	140.8	35.5	176.3
2025	122,355	37,833	150.5	36.1	186.5
2026	128,706	38,904	158.3	37.1	195.4
2027	135,057	39,975	166.1	38.1	204.2
2028	141,409	41,045	173.9	39.1	213.0
2029	147,760	42,116	181.7	40.2	221.9
2030	154,111	43,187	189.5	41.2	230.7
2031	159,626	44,397	196.3	42.3	238.6
2032	165,142	45,608	203.1	43.5	246.6
2033	170,657	46,819	209.9	44.6	254.5
10-Yr Increase	64,015	10,262	78.7	9.8	88.5

Growth-Related Expenditures	\$6,784,163	\$843,291	\$7,627,454
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Communication Equipment – Incremental Expansion

Goodyear plans to maintain its existing level of service for communication equipment over the next 10 years. Based on a projected population increase of 64,015 persons, future residential development demands an additional 23.7 units (64,015 additional persons X 0.0004 units per person). With projected employment growth of 10,262 jobs, future nonresidential development demands an additional 2.9 units (10,262 additional jobs X 0.0003 units per job). Future development demands approximately 26.7 units at a cost of \$5,900,778 (26.7 units X \$221,348 per unit).

Figure P12: Projected Demand

Type of Infrastructure	Level of Service	Demand Unit	Cost per Unit
Communication Equipment	0.0004 Units	per Person	\$221,348
	0.0003 Units	per Job	

Demand for Communication Equipment					
Year	Population	Jobs	Units		
			Residential	Nonresidential	Total
2023	106,642	36,557	39.5	10.5	50.0
2024	114,500	37,195	42.4	10.7	53.1
2025	122,355	37,833	45.3	10.9	56.2
2026	128,706	38,904	47.7	11.2	58.8
2027	135,057	39,975	50.0	11.5	61.5
2028	141,409	41,045	52.4	11.8	64.2
2029	147,760	42,116	54.7	12.1	66.8
2030	154,111	43,187	57.1	12.4	69.5
2031	159,626	44,397	59.1	12.8	71.9
2032	165,142	45,608	61.2	13.1	74.3
2033	170,657	46,819	63.2	13.4	76.7
10-Yr Increase	64,015	10,262	23.7	2.9	26.7

Growth-Related Expenditures	\$5,248,389	\$652,389	\$5,900,778
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POLICE FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is necessary for development fees, because Goodyear's construction transaction privilege tax rate exceeds the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Goodyear will apply the entire revenue credit/offset to street facilities fees. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Police Facilities Development Fees

Infrastructure components and cost factors for police facilities are summarized in the upper portion of Figure P13. The cost per service unit for police facilities is \$450.26 per person and \$400.34 per job.

Police facilities development fees for residential development are assessed according to the number of persons per housing unit. The fee of \$1,198 for single-family unit is calculated using a cost per service unit of \$450.26 per person multiplied by a demand unit of 2.66 persons per housing unit.

Nonresidential development fees are calculated using jobs as the service unit. The fee of \$464 per 1,000 square feet of industrial development is derived from a cost per service unit of \$400.34 per job multiplied by a demand unit of 1.16 jobs per 1,000 square feet.

Figure P13: Police Facilities Development Fees

Fee Component	Cost per Person	Cost per Job
Police Facilities	\$261.88	\$253.74
Police Vehicles	\$105.98	\$82.18
Communication Equipment	\$81.99	\$63.58
Development Fee Report	\$0.41	\$0.84
Total	\$450.26	\$400.34

Residential Fees per Unit				
Development Type	Persons per Housing Unit ¹	Proposed Fees	Current Fees	Difference
Single Family	2.66	\$1,198	\$820	\$378
Multi-Family	1.65	\$743	\$616	\$127

Nonresidential Fees per 1,000 Square Feet				
Development Type	Jobs per 1,000 Sq Ft ¹	Proposed Fees	Current Fees	Difference
Industrial	1.16	\$464	\$333	\$131
Commercial	2.12	\$851	\$429	\$422
Office & Other Services	3.26	\$1,303	\$751	\$552
Institutional	3.03	\$1,214	\$859	\$355

1. See Land Use Assumptions

POLICE FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains revenue forecasts required by Arizona’s Enabling Legislation (ARS § 9-463.05(E)(7)). Projected fee revenue shown in Figure P14 is based on the development projections in the *Land Use Assumptions* document and the updated police facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals \$32,913,939, and projected expenditures equal \$33,509,928.

Figure P14: Police Facilities Development Fee Revenue

Fee Component	Growth Share	Existing Share	Total
Police Facilities	\$19,367,910	\$595,785	\$19,963,696
Police Vehicles	\$7,627,454	\$0	\$7,627,454
Communication Equipment	\$5,900,778	\$0	\$5,900,778
Development Fee Report	\$18,000	\$0	\$18,000
Total	\$32,914,142	\$595,785	\$33,509,928

		Single Family \$1,198 per unit	Multi-Family \$743 per unit	Industrial \$464 per 1,000 sq ft	Commercial \$851 per 1,000 sq ft	Office & Other \$1,303 per 1,000 sq ft	Institutional \$1,214 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2023	36,920	6,367	5,773	4,916	2,874	987
Year 1	2024	38,410	8,727	5,834	4,967	2,972	1,033
Year 2	2025	39,900	11,085	5,896	5,018	3,069	1,079
Year 3	2026	41,540	12,290	5,992	5,067	3,293	1,121
Year 4	2027	43,180	13,495	6,088	5,116	3,516	1,163
Year 5	2028	44,821	14,700	6,185	5,166	3,739	1,205
Year 6	2029	46,461	15,905	6,281	5,215	3,963	1,247
Year 7	2030	48,101	17,110	6,377	5,264	4,186	1,289
Year 8	2031	49,427	18,315	6,498	5,324	4,427	1,342
Year 9	2032	50,753	19,520	6,620	5,384	4,667	1,395
Year 10	2033	52,079	20,725	6,741	5,443	4,908	1,448
10-Year Increase		15,159	14,358	968	528	2,034	460
Projected Revenue		\$18,148,370	\$10,663,047	\$448,365	\$448,427	\$2,647,529	\$558,200

Projected Fee Revenue	\$32,913,939
Total Expenditures	\$33,509,928

STREET FACILITIES IIP

ARS § 9-463.05 (T)(7)(e) defines the eligible facilities and assets for the Street Facilities IIP:

“Street facilities located in the service area, including arterial or collector streets or roads that have been designated on an officially adopted plan of the municipality, traffic signals and rights-of-way and improvements thereon.”

The Street Facilities IIP includes components for street improvements and the cost of preparing the Street Facilities IIP and related Development Fee Report. The plan-based methodology is used for street improvements and the Development Fee Report.

PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Street Facilities IIP and development fees will allocate the cost of necessary public services between residential and nonresidential based on trip generation rates, trip adjustment factors, and trip lengths.

SERVICE AREA

As shown in Figure S1, there are two service areas for the Street Facilities IIP.

RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

Goodyear will use vehicle miles traveled (VMT) as the demand units for street facilities fees. Components used to determine VMT include average weekday vehicle trip generation rates, adjustments for commuting patterns and pass-by trips, and trip length weighting factors.

Residential Trip Generation Rates

For residential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). For single-family development, the proxy is Single Family Detached Housing (ITE 210), and this type of development generates 9.43 average weekday vehicle trip ends per unit. For multi-family development, the proxy is Multifamily Housing Low-Rise (ITE 220), and this type of development generates 6.74 average weekday vehicle trip ends per unit.

Nonresidential Trip Generation Rates

For nonresidential development, TischlerBise uses trip generation rates published in Trip Generation, Institute of Transportation Engineers, 11th Edition (2021). The prototype for industrial development is Industrial Park (ITE 130) which generates 3.37 average weekday vehicle trip ends per 1,000 square feet of floor area. The prototype for commercial development is Shopping Center (ITE 820) which generates 37.01 average weekday vehicle trips per 1,000 square feet of floor area. For office & other services development, the proxy is General Office (ITE 710), and it generates 10.84 average weekday vehicle trip ends per 1,000 square feet of floor area. Institutional development uses Government Office (ITE 730) and generates 22.59 average weekday vehicle trip ends per 1,000 square feet of floor area.

Figure S2: Average Weekday Vehicle Trip Ends by Land Use

ITE Code	Land Use / Size	Demand Unit	Wkdy Trip Ends Per Dmd Unit ¹	Wkdy Trip Ends Per Employee ¹	Emp Per Dmd Unit	Sq Ft Per Emp
110	Light Industrial	1,000 Sq Ft	4.87	3.10	1.57	637
130	Industrial Park	1,000 Sq Ft	3.37	2.91	1.16	864
140	Manufacturing	1,000 Sq Ft	4.75	2.51	1.89	528
150	Warehousing	1,000 Sq Ft	1.71	5.05	0.34	2,953
254	Assisted Living	bed	2.60	4.24	0.61	na
310	Hotel	room	7.99	14.34	0.56	na
565	Day Care	student	4.09	21.38	0.19	na
610	Hospital	1,000 Sq Ft	10.77	3.77	2.86	350
620	Nursing Home	bed	3.06	3.31	0.92	na
710	General Office (avg size)	1,000 Sq Ft	10.84	3.33	3.26	307
720	Medical-Dental Office	1,000 Sq Ft	36.00	8.71	4.13	242
730	Government Office	1,000 Sq Ft	22.59	7.45	3.03	330
770	Business Park	1,000 Sq Ft	12.44	4.04	3.08	325
820	Shopping Center (avg size)	1,000 Sq Ft	37.01	17.42	2.12	471

1. Trip Generation, Institute of Transportation Engineers, 11th Edition (2021).

Trip Rate Adjustments

To calculate street facilities fees, trip generation rates require an adjustment factor to avoid double counting each trip at both the origin and destination points. Therefore, the basic trip adjustment factor is 50 percent. As discussed further in this section, the development fee methodology includes additional adjustments to make the fees proportionate to the infrastructure demand for particular types of development.

Commuter Trip Adjustment

Residential development has a larger trip adjustment factor of 64 percent to account for commuters leaving Goodyear for work. According to the 2009 National Household Travel Survey (see Table 30) weekday work trips are typically 31 percent of production trips (i.e., all out-bound trips, which are 50 percent of all trip ends). As shown in Figure S3, the U.S. Census Bureau's OnTheMap web application indicates 91 percent of resident workers traveled outside of Goodyear for work in 2019. In combination, these factors ($0.31 \times 0.50 \times 0.91 = 0.14$) support the additional 14 percent allocation of trips to residential development.

Figure S3: Commuter Trip Adjustment

Trip Adjustment Factor for Commuters ¹	
Employed Residents	36,611
Residents Living and Working in Goodyear	3,180
Residents Commuting Outside Goodyear for Work	33,431
Percent Commuting out of Goodyear	91%
Additional Production Trips ²	14%
Residential Trip Adjustment Factor	64%

1. U.S. Census Bureau, OnTheMap Application (version 6.8.1) and LEHD Origin-Destination Employment Statistics, 2019.

2. According to the National Household Travel Survey (2009)*, published in December 2011 (see Table 30), home-based work trips are typically 30.99 percent of "production" trips, in other words, out-bound trips (which are 50 percent of all trip ends). Also, LED OnTheMap data from 2019 indicate that 91 percent of Goodyear's workers travel outside the city for work. In combination, these factors ($0.3099 \times 0.50 \times 0.91 = 0.14$) account for 14 percent of additional production trips. The total adjustment factor for residential includes attraction trips (50 percent of trip ends) plus the journey-to-work commuting adjustment (14 percent of production trips) for a total of 64 percent.

*<http://nhts.ornl.gov/publications.shtml> ; Summary of Travel Trends - Table "Daily Travel Statistics by Weekday vs. Weekend"

Adjustment for Pass-By Trips

For commercial and institutional development, the trip adjustment factor is less than 50 percent because these types of development attract vehicles as they pass by on arterial and collector roads. For example, when someone stops at a convenience store on the way home from work, the convenience store is not the primary destination. For the average shopping center, ITE data indicate 34 percent of the vehicles that enter are passing by on their way to some other primary destination. The remaining 66 percent of attraction trips have the commercial site as their primary destination. Because attraction trips are half of all trips, the trip adjustment factor is 66 percent multiplied by 50 percent, or approximately 33 percent of the trip ends.

Average Weekday Vehicle Trips

Shown below in Figure S4, multiplying average weekday vehicle trip ends and trip adjustment factors (discussed on the previous page) by Goodyear's existing development units provides the average weekday vehicle trips generated by existing development. As shown below, Goodyear's existing citywide development generates 342,978 vehicle trips on an average weekday.

Figure S4: Average Weekday Vehicle Trips by Land Use – Citywide

Development Type	Development Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2023 Dev Units	2023 Veh Trips
Single Family	HU	210	9.43	64%	36,920	222,817
Multi-Family	HU	220	6.74	64%	6,367	27,465
Industrial	KSF	130	3.37	50%	5,773	9,727
Commercial	KSF	820	37.01	33%	4,916	60,035
Office & Other Services	KSF	710	10.84	50%	2,874	15,575
Institutional	KSF	610	22.59	33%	987	7,359
Total						342,978

Shown below in Figure S5, Goodyear's existing development in the north service area generates 290,391 vehicle trips on an average weekday.

Figure S5: Average Weekday Vehicle Trips by Land Use – North

Development Type	Development Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2023 Dev Units	2023 Veh Trips
Single Family	HU	210	9.43	64%	28,826	173,971
Multi-Family	HU	220	6.74	64%	6,367	27,465
Industrial	KSF	130	3.37	50%	5,762	9,708
Commercial	KSF	820	37.01	33%	4,702	57,428
Office & Other Services	KSF	710	10.84	50%	2,801	15,179
Institutional	KSF	610	22.59	33%	891	6,640
Total						290,391

Shown below in Figure S6, Goodyear's existing development in the south service area generates 52,587 vehicle trips on an average weekday.

Figure S6: Average Weekday Vehicle Trips by Land Use – South

Development Type	Development Unit	ITE Code	Avg Wkday VTE	Trip Adjustment	2023 Dev Units	2023 Veh Trips
Single Family	HU	210	9.43	64%	8,094	48,846
Multi-Family	HU	220	6.74	64%	0	0
Industrial	KSF	130	3.37	50%	11	19
Commercial	KSF	820	37.01	33%	213	2,607
Office & Other Services	KSF	710	10.84	50%	73	396
Institutional	KSF	610	22.59	33%	96	719
Total						52,587

Local Trip Lengths

According to recent estimates, Goodyear provides 424 lane miles of arterials. Using a capacity standard of 9,000 vehicles per lane mile, Goodyear's existing arterial network provides 3,816,000 vehicle miles of capacity (424 lane miles X 9,000 vehicles per lane mile). To calculate the local trip length, TischlerBise divides estimated vehicle miles of capacity by estimated average weekday vehicle trips. The local average trip length is 11.13 miles (3,816,000 vehicle miles of capacity / 342,978 average weekday vehicle trips). The analysis will use the local trip length shown below to calculate VMT.

Figure S7: Local Trip Lengths

Average Trip Length	
Total Arterial Lane Miles ¹	424.00
Capacity per Lane Mile ¹	9,000
Vehicle Miles of Capacity	3,816,000
Avg Wkday Vehicle Trips	342,978
Avg Trip Length	11.13

Trip Length Weighting Factor

The street facilities development fee methodology includes a percentage adjustment, or weighting factor, to account for trip length variation by type of land use. As documented in Table 6a, Table 6b, and Table 6c of the 2017 National Household Travel Survey, vehicle trips from residential development are approximately 117 percent of the average trip length. The residential trip length adjustment factor includes data on home-based work trips, social, and recreational purposes. Conversely, shopping trips associated with commercial development are roughly 75 percent of the average trip length while other nonresidential development typically accounts for trips that are 73 percent of the average for all trips.

Local Vehicle Miles Traveled

Shown below are the demand indicators for residential and nonresidential land uses related to vehicle miles traveled (VMT). For residential development, the table displays VMT per housing unit. For nonresidential development, the table displays VMT generated per 1,000 square feet of floor area (per room for lodging, and per bed for assisted living).

Figure S8: Ratio of Service Unit to Development Unit

Residential Development					
Development Type	AWVTE per unit ¹	Trip Adjustment ¹	Average Trip Length (miles)	Trip Length Adjustment	Avg Wkdy VMT per Unit
Single Family	9.43	64%	11.13	117%	78.56
Multi-Family	6.74	64%	11.13	117%	56.15

Nonresidential Development					
Development Type	AWVTE per 1,000 Sq Ft ¹	Trip Adjustment ¹	Average Trip Length (miles)	Trip Length Adjustment	Avg Wkdy VMT per 1,000 Sq Ft ¹
Industrial	3.37	50%	11.13	73%	13.69
Commercial	37.01	33%	11.13	75%	101.91
Office & Other Services	10.84	50%	11.13	73%	44.02
Institutional	22.59	33%	11.13	73%	60.55

1. See Land Use Assumptions

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

North Service Area

As shown in the *Land Use Assumptions* document, Goodyear’s housing stock in the north service area is expected to increase by 21,205 units and nonresidential floor area is expected to increase by 3,826,000 square feet over the next 10 years. Based on the trip generation factors discussed in this section, projected development demands an additional 1,517,758 vehicle miles of capacity over the next 10 years. Shown below in Figure S9, Goodyear will need to construct approximately 168.6 lane miles of street improvements over the next 10 years to maintain the existing levels of service. Goodyear plans to construct 6.30 lane miles of street improvements over the next 10 years; therefore, the analysis allocates the eligible cost to construct 6.30 lane miles to the 10-year projected demand for capacity.

Figure S9: Projected Travel Demand – North Service Area

Development Type	Development Unit	ITE Code	Weekday Veh Trips	Local Trip Length	Trip Adj	Weekday VMT
Single Family	HU	210	6.04	11.13	117%	78.56
Multi-Family	HU	220	4.31	11.13	117%	56.15
Industrial	KSF	130	1.69	11.13	73%	13.69
Commercial	KSF	820	12.21	11.13	75%	101.91
Office & Other Services	KSF	710	5.42	11.13	73%	44.02
Institutional	KSF	610	7.45	11.13	73%	60.55

VMC Per Lane Mile	9,000
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Non-Utility Service Area - North		Base	1	2	3	4	5	10	10-Year Increase
		2023	2024	2025	2026	2027	2028	2033	
Development	Single Family Units	28,826	29,496	30,166	30,986	31,806	32,626	35,783	6,957
	Multi-Family Units	6,367	8,716	11,063	12,257	13,451	14,645	20,614	14,247
	Industrial KSF	5,762	5,822	5,883	5,978	6,073	6,168	6,719	957
	Commercial KSF	4,702	4,753	4,803	4,846	4,888	4,930	5,125	423
	Office & Other Services KSF	2,801	2,896	2,991	3,211	3,432	3,653	4,808	2,007
	Institutional KSF	891	934	978	1,018	1,058	1,098	1,329	439
Avg Weekday Vehicle Trips	Single-Family Trips	173,971	178,014	182,058	187,007	191,956	196,904	215,960	41,989
	Multi-Family Trips	27,465	37,597	47,721	52,871	58,021	63,171	88,921	61,457
	Residential Trips	201,435	215,612	229,779	239,878	249,977	260,076	304,881	103,446
	Industrial Trips	9,708	9,811	9,913	10,073	10,233	10,393	11,321	1,613
	Commercial Trips	57,428	58,046	58,664	59,181	59,699	60,217	62,595	5,167
	Office & Other Services Trips	15,179	15,695	16,210	17,406	18,602	19,797	26,059	10,880
	Institutional Trips	6,640	6,966	7,292	7,589	7,887	8,185	9,911	3,270
	Nonresidential Trips	88,956	90,517	92,078	94,249	96,421	98,592	109,886	20,930
	Total Vehicle Trips	290,391	306,129	321,857	334,127	346,398	358,668	414,768	124,377
VMC	Vehicle Miles of Capacity (VMC)	3,357,468	3,554,825	3,752,070	3,901,282	4,050,494	4,199,707	4,875,226	1,517,758
Need	Arterial Lane Miles		21.9	21.9	16.6	16.6	16.6	14.0	168.6

South Service Area

As shown in the *Land Use Assumptions* document, Goodyear's housing stock in the north service area is expected to increase by 8,313 units and nonresidential floor area is expected to increase by 207,000 square feet over the next 10 years. Based on the trip generation factors discussed in this section, projected development demands an additional 666,540 vehicle miles of capacity over the next 10 years. Shown below in Figure S10, Goodyear will need to construct approximately 74.1 lane miles of street improvements over the next 10 years to maintain the existing levels of service. Goodyear plans to construct 1.75 lane miles of street improvements over the next 10 years; therefore, the analysis allocates the eligible cost to construct 1.75 lane miles to the 10-year projected demand for capacity.

Figure S10: Projected Travel Demand – South Service Area

Development Type	Development Unit	ITE Code	Weekday Veh Trips	Local Trip Length	Trip Adj	Weekday VMT
Single Family	HU	210	6.04	11.13	117%	78.56
Multi-Family	HU	220	4.31	11.13	117%	56.15
Industrial	KSF	130	1.69	11.13	73%	13.69
Commercial	KSF	820	12.21	11.13	75%	101.91
Office & Other Services	KSF	710	5.42	11.13	73%	44.02
Institutional	KSF	610	7.45	11.13	73%	60.55

VMC Per Lane Mile	9,000
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Non-Utility Service Area - South		Base	1	2	3	4	5	10	10-Year Increase
		2023	2024	2025	2026	2027	2028	2033	
Development	Single Family Units	8,094	8,914	9,734	10,554	11,374	12,195	16,296	8,202
	Multi-Family Units	0	11	22	33	44	56	111	111
	Industrial KSF	11	12	13	14	15	17	22	11
	Commercial KSF	213	214	215	222	228	235	318	105
	Office & Other Services KSF	73	76	79	81	84	87	100	27
	Institutional KSF	96	103	109	116	122	129	161	65
Avg Weekday Vehicle Trips	Single-Family Trips	48,846	53,796	58,746	63,696	68,646	73,596	98,347	49,501
	Multi-Family Trips	0	48	96	144	192	239	479	479
	Residential Trips	48,846	53,844	58,842	63,840	68,838	73,836	98,825	49,980
	Industrial Trips	19	20	22	24	26	28	37	18
	Commercial Trips	2,607	2,615	2,623	2,706	2,789	2,872	3,886	1,279
	Office & Other Services Trips	396	411	426	441	455	470	540	144
	Institutional Trips	719	768	816	865	913	962	1,204	485
	Nonresidential Trips	3,741	3,814	3,888	4,035	4,183	4,331	5,667	1,926
	Total Vehicle Trips	52,587	57,658	62,729	67,875	73,021	78,167	104,493	51,906
VMC	Vehicle Miles of Capacity (VMC)	666,817	732,475	798,133	864,413	930,692	996,972	1,333,357	666,540
Need	Arterial Lane Miles		7.3	7.3	7.4	7.4	7.4	7.5	74.1

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

North Service Area

Street Improvements – Plan-Based

Goodyear plans to construct 6.30 lane miles of street improvements to serve future development over the next 10 years. Shown below, the total cost of planned street improvements in the north service area is \$79,951,586 and other funding sources equal \$2,445,200. The remaining amount of \$77,506,386 represents the eligible cost for street improvements. After subtracting the existing street development fee fund balance as of June 30, 2023, the adjusted cost of street improvements is \$44,890,087.

Figure S11: Planned Street Improvements

Project	Lane Miles	Total Cost	Other Funding	Eligible Cost
I-1 Pebble Creek Pkwy and I-10 Intersection	0.33	\$8,309,994	\$0	\$8,309,994
McDowell Rd and Citrus Rd Intersection	0.33	\$6,567,757	\$0	\$6,567,757
Sarival Ave (West Half) - Yuma Rd to Elwood St	1.47	\$19,545,900	\$0	\$19,545,900
Estrella Pkwy (Outside NB Lane) - MC85 to Elwood St	0.32	\$189,100	\$0	\$189,100
Sarival Ave - Jefferson Street to Yuma	0.40	\$4,163,200	\$1,462,400	\$2,700,800
Citrus Rd - I-10 (End ADOT Impr.) to Thomas Rd	2.20	\$32,855,700	\$0	\$32,855,700
I-5 Lower Buckeye Rd and Sarival Ave Intersection	0.05	\$4,360,000	\$982,800	\$3,377,200
R-4 Yuma Rd - Canyon Tr to Sarival Ave	1.20	\$3,959,935	\$0	\$3,959,935
Subtotal	6.30	\$79,951,586	\$2,445,200	\$77,506,386
Fund Balance (6/30/2023)				(\$32,616,299)
Total	6.30	\$79,951,586	\$2,445,200	\$44,890,087

Source: Goodyear Public Works Department

Allocating the adjusted cost to the 10-year VMT increase results in a cost of \$29.58 per VMT (\$44,890,087 adjusted cost / 1,517,758 additional VMT).

Figure S12: Cost Allocation

Cost Factors	
Eligible Cost	\$77,506,386
DIF Balance	(\$32,616,299)
Adjusted Cost	\$44,890,087
10-Year VMT Increase	1,517,758
Cost per VMT	\$29.58

South Service Area

Street Improvements – Plan-Based

Goodyear plans to construct 1.75 lane miles of street improvements to serve future development over the next 10 years. Shown below, the total cost of planned street improvements in the south service area is \$35,845,992. After subtracting the existing street development fee fund balance as of June 30, 2023, the adjusted cost of street improvements is \$31,202,670.

Figure S13: Planned Street Improvements

Project	Lane Miles	Total Cost	Other Funding	Eligible Cost
I-8 Estrella Pkwy and Cotton Ln Intersection	0.88	\$14,000,000	\$0	\$14,000,000
R-2 Estrella Pkwy - Vineyard Ave to MC85 ¹	0.87	\$21,845,992	\$0	\$21,845,992
Subtotal	1.75	\$35,845,992	\$0	\$35,845,992
Fund Balance (6/30/2023)				(\$4,643,323)
Total	1.75	\$35,845,992	\$0	\$31,202,670

Source: Goodyear Public Works Department

1. Represents 1/3 of total cost based on the assumption that the bridge will service growth for 30 years (10-year LUA / 30 years)

Allocating the adjusted cost to the 10-year VMT increase results in a cost of \$46.81 per VMT (\$31,202,670 adjusted cost / 666,540 additional VMT).

Figure S14: Cost Allocation

Cost Factors	
Adjusted Cost	\$35,845,992
DIF Balance	(\$4,643,323)
Adjusted Cost	\$31,202,670
10-Year VMT Increase	666,540
Cost per VMT	\$46.81

Development Fee Report – Plan-Based

The cost to prepare the Street Facilities IIP and related Development Fee Report totals \$26,110. Goodyear plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is \$0.02 per VMT.

Figure S15: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	\$18,000	Residential	77%	Population	34,766	\$0.40
		Nonresidential	23%	Jobs	4,488	\$0.92
Parks and Recreational	\$15,500	Residential	98%	Population	34,766	\$0.44
		Nonresidential	2%	Jobs	4,488	\$0.07
Police	\$18,000	Residential	79%	Population	34,766	\$0.41
		Nonresidential	21%	Jobs	4,488	\$0.84
Street	\$26,110	All Development	100%	VMT	1,172,394	\$0.02
Water	\$25,000	All Development	100%	Gallons	3,256,698	\$0.01
Wastewater	\$25,000	All Development	100%	Gallons	1,223,084	\$0.02
Total	\$127,610					

STREET FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is necessary for development fees, because Goodyear's construction transaction privilege tax rate exceeds the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Goodyear will apply the entire revenue credit/offset to street facilities fees. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Street Facilities Development Fees

North Service Area

Infrastructure components and cost factors for street facilities in the north service area are summarized in the upper portion of Figure S16. Since Goodyear will offset the street facilities fees with excess construction sales tax, the cost per service unit for street facilities is \$0.00 per VMT.

Figure S16: Street Facilities Development Fees – North Service Area

Fee Component	Cost per VMT
Street Improvements	\$29.58
Development Fee Report	\$0.02
Excess Construction Sales Tax	(\$29.60)
Total	\$0.00

Residential Fees per Unit				
Development Type	Avg Wkdy VMT per Unit ¹	Proposed Fees	Current Fees	Difference
Single Family	78.56	\$0	\$2,669	(\$2,669)
Multi-Family	56.15	\$0	\$2,069	(\$2,069)

Nonresidential Fees per 1,000 Square Feet				
Development Type	Avg Wkdy VMT per 1,000 Sq Ft ¹	Proposed Fees	Current Fees	Difference
Industrial	13.69	\$0	\$303	(\$303)
Commercial	101.91	\$0	\$3,621	(\$3,621)
Office & Other Services	44.02	\$0	\$1,698	(\$1,698)
Institutional	60.55	\$0	\$1,698	(\$1,698)

1. See Land Use Assumptions

South Service Area

Infrastructure components and cost factors for street facilities in the south service area are summarized in the upper portion of Figure S17. Since Goodyear will offset the street facilities fees with excess construction sales tax, the cost per service unit for street facilities is \$0.00 per VMT.

Figure S17: Street Facilities Development Fees – South Service Area

Fee Component	Cost per VMT
Street Improvements	\$46.81
Development Fee Report	\$0.02
Excess Construction Sales Tax	(\$46.83)
Total	\$0.00

Residential Fees per Unit				
Development Type	Avg Wkdy VMT per Unit ¹	Proposed Fees	Current Fees	Difference
Single Family	78.56	\$0	\$3,330	(\$3,330)
Multi-Family	56.15	\$0	\$2,582	(\$2,582)

Nonresidential Fees per 1,000 Square Feet				
Development Type	Avg Wkdy VMT per 1,000 Sq Ft ¹	Proposed Fees	Current Fees	Difference
Industrial	13.69	\$0	\$378	(\$378)
Commercial	101.91	\$0	\$4,517	(\$4,517)
Office & Other Services	44.02	\$0	\$2,119	(\$2,119)
Institutional	60.55	\$0	\$2,803	(\$2,803)

1. See Land Use Assumptions

STREET FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

North Service Area

Projected fee revenue shown in Figure S18 is based on the development projections in the *Land Use Assumptions* document and the updated street facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Goodyear will use excess construction sales tax revenue to offset street facilities fees; therefore, projected development fee revenue equals \$0, and projected expenditures equal \$44,908,844.

Figure S18: Street Facilities Development Fee Revenue – North Service Area

Fee Component	Growth Share	Existing Share	Total
Street Improvements	\$44,890,087	\$0	\$44,890,087
Development Fee Report	\$18,757	\$0	\$18,757
Excess Construction Sales Tax	(\$44,908,844)	\$0	(\$44,908,844)
Total	\$0	\$0	\$0

		Single Family \$0 per unit	Multi-Family \$0 per unit	Industrial \$0 per 1,000 sq ft	Commercial \$0 per 1,000 sq ft	Office & Other \$0 per 1,000 sq ft	Institutional \$0 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2023	28,826	6,367	5,762	4,702	2,801	891
Year 1	2024	29,496	8,716	5,822	4,753	2,896	934
Year 2	2025	30,166	11,063	5,883	4,803	2,991	978
Year 3	2026	30,986	12,257	5,978	4,846	3,211	1,018
Year 4	2027	31,806	13,451	6,073	4,888	3,432	1,058
Year 5	2028	32,626	14,645	6,168	4,930	3,653	1,098
Year 6	2029	33,446	15,839	6,263	4,973	3,873	1,138
Year 7	2030	34,266	17,033	6,358	5,015	4,094	1,178
Year 8	2031	34,772	18,226	6,478	5,052	4,332	1,228
Year 9	2032	35,278	19,420	6,599	5,088	4,570	1,279
Year 10	2033	35,783	20,614	6,719	5,125	4,808	1,329
10-Year Increase		6,957	14,247	957	423	2,007	439
Projected Revenue		\$16,171,740	\$23,669,975	\$387,710	\$1,275,608	\$2,614,322	\$785,906

Projected Fee Revenue	\$0
Excess Construction Sales Tax	\$44,908,844
Total Expenditures	\$44,908,844

South Service Area

Projected fee revenue shown in Figure S19 is based on the development projections in the *Land Use Assumptions* document and the updated street facilities development fees. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Goodyear will use excess construction sales tax revenue to offset street facilities fees; therefore, projected development fee revenue equals \$0, and projected expenditures equal \$31,210,022.

Figure S19: Street Facilities Development Fee Revenue – South Service Area

Fee Component	Growth Share	Existing Share	Total
Street Improvements	\$31,202,670	\$0	\$31,202,670
Development Fee Report	\$7,353	\$0	\$7,353
Excess Construction Sales Tax	(\$31,210,022)	\$0	(\$31,210,022)
Total	\$0	\$0	\$0

		Single Family \$0 per unit	Multi-Family \$0 per unit	Industrial \$0 per 1,000 sq ft	Commercial \$0 per 1,000 sq ft	Office & Other \$0 per 1,000 sq ft	Institutional \$0 per 1,000 sq ft
Year		Hsg Unit	Hsg Unit	KSF	KSF	KSF	KSF
Base	2023	8,094	0	11	213	73	96
Year 1	2024	8,914	11	12	214	76	103
Year 2	2025	9,734	22	13	215	79	109
Year 3	2026	10,554	33	14	222	81	116
Year 4	2027	11,374	44	15	228	84	122
Year 5	2028	12,195	56	17	235	87	129
Year 6	2029	13,015	67	18	242	89	135
Year 7	2030	13,835	78	19	249	92	142
Year 8	2031	14,655	89	20	272	95	148
Year 9	2032	15,475	100	21	295	97	155
Year 10	2033	16,296	111	22	318	100	161
10-Year Increase		8,202	111	11	105	27	65
Projected Revenue		\$30,170,277	\$291,831	\$6,983	\$499,777	\$54,798	\$184,283

Projected Fee Revenue	\$0
Excess Construction Sales Tax	\$31,210,022
Total Expenditures	\$31,210,022

WATER FACILITIES IIP

ARS § 9-463.05 (T)(7)(a) defines the eligible facilities and assets for the Water Facilities IIP:

“Water facilities, including the supply, transportation, treatment, purification and distribution of water, and any appurtenances for those facilities.”

The Water Facilities IIP includes components for Gila River Indian Community (GRIC) water lease, surface water treatment, distribution / storage, and the cost of preparing the Water Facilities IIP and related Development Fee Report. The cost recovery methodology is used to calculate the GRIC water lease and the surface water treatment components. The plan-based methodology is used for distribution / storage and the Development Fee Report.

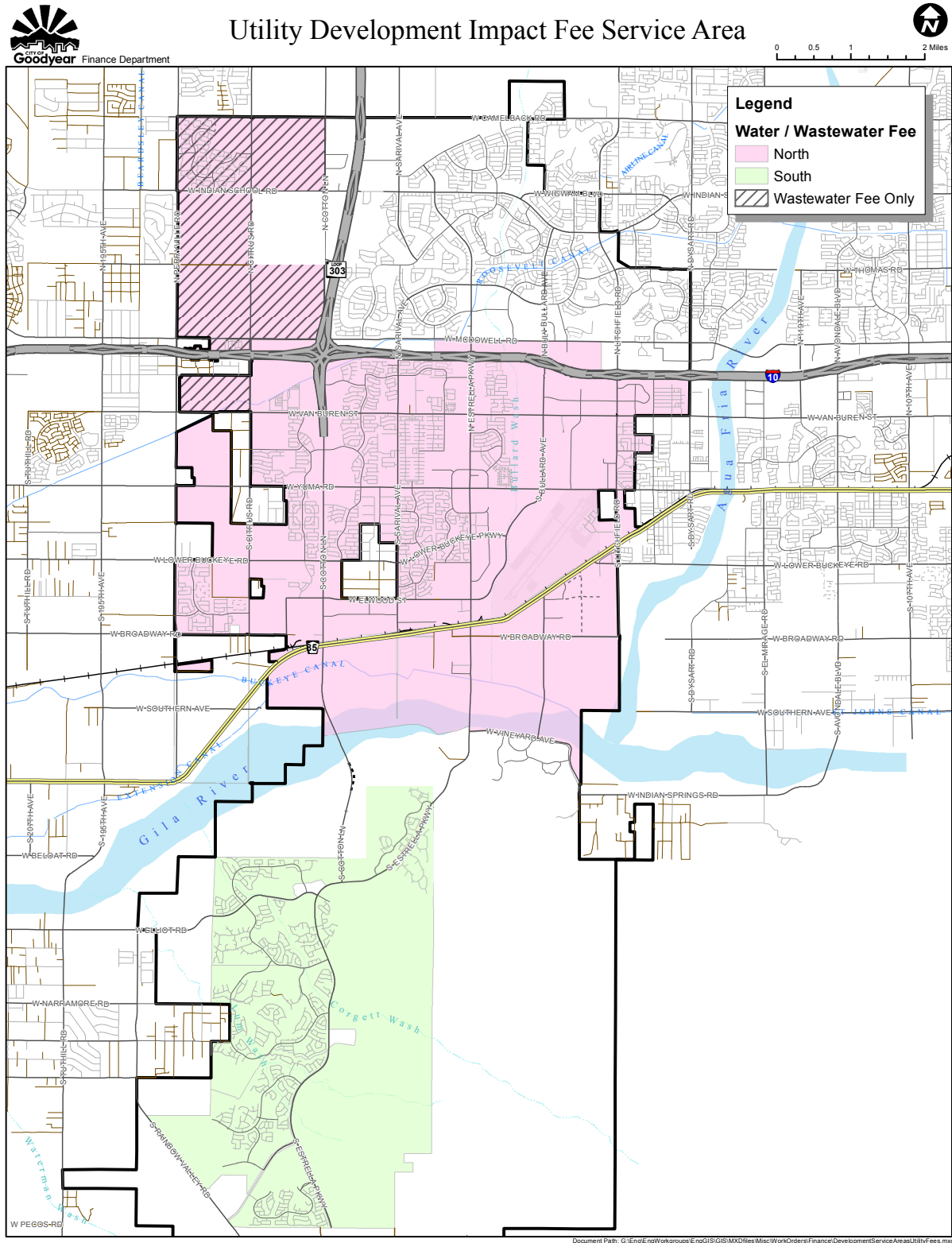
PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Water Facilities IIP and development fees will allocate the cost of necessary public services between both residential and nonresidential development using average day demand factors.

SERVICE AREA

As shown in Figure W1, there are two service areas for the Water Facilities IIP.

Figure W1: Utility Development Impact Fee Service Area



RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

According to the 2016 Integrated Water Master Plan, average day demand from single-family units is 402 gallons. Goodyear recharges 27 percent of water demand, so this analysis uses 293 gallons for water resource demand.

Figure W2: Water Demand Factors

Single Family Average Day Demand	
Water Treatment Demand	402 Gallons
% of Demand Recharged	27%
Water Resource Demand	293 Gallons

Source: 2016 Integrated Water Master Plan

Water development fees are assessed by meter size, and the analysis uses average day demand from single-family units of 402 gallons per day (water treatment) and 293 gallons per day (water resource) as the demand factors for a 0.75-inch meter. For 1.00-inch and 1.50-inch meters, average day demand is calculated by multiplying average day demand from existing single-family units by the capacity ratio for the corresponding meter size. For meters larger than 1.50 inches, average day demand is calculated from (1) City of Goodyear Engineering Standards, (2) a submitted water study, or (3) other estimated water demand.

Figure W3: Water Ratio of Service Unit to Development Unit

Average Day Gallons	
Water Treatment	402
Water Resource	293

Meter Size	Capacity Ratio ¹
0.75-inch	1.00
1.00-inch	1.67
1.50-inch	3.33

1. AWWA Manual of Water Supply Practices M-1, 7th Edition

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Existing Demand

Using water demand factors from the 2016 Integrated Water Master Plan and existing development estimates, average day demand from Goodyear water customers in 2023 is 10,778,331 gallons. Average day demand in the north service area is 6,881,115 gallons and average day demand in the south service area is 3,897,216 gallons.

Figure W4: Existing Demand

		Average Day Gallons		
Year		North	South	Total
Base	2023	6,881,115	3,897,216	10,778,331

Source: TischlerBise estimate

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

Projected Demand

Shown below, Figure W5 includes projected average day demand over the next 10 years. To project future water demand in the north service area, the analysis applies water demand factors from the 2016 Integrated Water Master Plan to development projections for the north service area. Based on this analysis, projected average day demand increases by 2,771,788 gallons in the north service area over the next 10 years. The analysis uses the Conceptual Master Water Report for Estrella Mountain Ranch PAD Portions of Communities 11-15 (September 2022) to project future water demand in the south service area. Based on these projections, average day demand increases by 3,444,889 gallons in the south service area over the next 10 years (water storage demand increases by 3,677,400 gallons).

Figure W5: Projected Demand

		Average Day Gallons		
Year		North	South	Total
Base	2023	6,881,115	3,897,216	10,778,331
1	2024	7,191,221	4,241,705	11,432,926
2	2025	7,501,327	4,586,194	12,087,521
3	2026	7,806,008	4,930,683	12,736,690
4	2027	8,110,688	5,275,172	13,385,860
5	2028	8,415,369	5,619,661	14,035,029
6	2029	8,720,049	5,964,149	14,684,199
7	2030	9,024,730	6,308,638	15,333,368
8	2031	9,234,121	6,653,127	15,887,248
9	2032	9,443,512	6,997,616	16,441,129
10	2033	9,652,904	7,342,105	16,995,009
10-Year Increase		2,771,788	3,444,889	6,216,677

Source: TischlerBise estimate

GRIC Water Lease – Cost Recovery

North Service Area

The City of Goodyear issued debt with a principal balance of \$8,823,600 in 2011 for a lease purchase of 7,000 acre-feet of water with the Gila River Indian Community (GRIC) to meet demand from future development. Goodyear will use development fees to repay debt related to the GRIC water lease. As shown in Figure W6, dividing the total principal balance of \$8,823,600 by 6,249,197 gallons (7,000 acre-feet) results in a principal cost of \$1.41 per gallon. Based on a 10-year demand increase of 2,771,788 gallons, the 10-year principal cost is \$3,913,647. Including 10 years of interest costs increases the 10-year total cost to \$5,320,484. Dividing the 10-year total cost by the 10-year demand increase of 2,771,788 gallons results in a cost of \$1.92 per gallon.

Figure W6: Cost Factors

GRIC Water Lease	
Total Principal (Series 2011)	\$8,823,600
÷ Average Day Gallons (7,000 acre-feet)	6,249,197
Principal Cost per Gallon	\$1.41
x 10-Year Additional Demand (gallons)	2,771,788
10-Year Principal Cost	\$3,913,647
10-Year Interest Cost	\$1,406,838
10-Year Total Cost	\$5,320,484
÷ 10-Year Additional Demand (gallons)	2,771,788
Cost per Gallon	\$1.92

Surface Water Treatment – Cost Recovery

The existing Surface Water Treatment Facility has a total capacity of 8,000,000 gallons and has available capacity to serve future development. The total principal cost is \$90,000,000, and the total developer reimbursement is \$24,000,000. Goodyear will use development fees to repay outstanding principal, interest, and developer reimbursement related to the available capacity. The remaining principal balance is \$81,823,581, the 10-year interest cost is \$29,317,308, and the remaining developer reimbursement is \$22,331,301. Dividing the remaining cost of \$133,472,189 by the total capacity of 8,000,000 gallons results in a remaining cost of \$16.68 per gallon.

Figure W7: Cost Factors

Surface Water Treatment	
Remaining Principal Cost	\$81,823,581
10-Year Interest Cost	\$29,317,308
Remaining Developer Reimbursement	\$22,331,301
Remaining Cost	\$133,472,189
÷ Total Capacity (average day gallons)	8,000,000
Remaining Cost per Gallon	\$16.68

North Service Area

Multiplying the remaining cost of \$16.68 per gallon by the 10-year additional demand of 2,771,788 gallons in the north service area results in \$46,244,577 related to surface water treatment costs in the north service area. After adjusting for the existing north service area fund balance of \$13,081,910, the 10-year cost is \$33,162,2267. Dividing the 10-year cost of \$33,162,2267 by the 10-year additional demand of 2,771,788 gallons results in a cost of \$11.96 per gallon.

Figure W8: Cost Factors – North Service Area

Surface Water Treatment - North	
Remaining Cost per Gallon	\$16.68
x 10-Year Additional Demand (gallons)	2,771,788
North Share	\$46,244,577
Fund Balance (6/30/2023)	(\$13,081,910)
10-Year Cost - North	\$33,162,667
÷ 10-Year Additional Demand (gallons)	2,771,788
Cost per Gallon	\$11.96

South Service Area

Multiplying the remaining cost of \$16.68 per gallon by the 10-year additional demand of 3,444,889 gallons in the south service area results in \$57,474,610 related to surface water treatment costs in the south service area. After adjusting for the existing south service area fund balance of \$1,426,849, the 10-year cost is \$56,047,761. Dividing the 10-year cost of \$56,047,761 by the 10-year additional demand of 3,444,889 gallons results in a cost of \$16.27 per gallon.

Figure W9: Cost Factors – South Service Area

Surface Water Treatment - South	
Remaining Cost per Gallon	\$16.68
x 10-Year Additional Demand (gallons)	3,444,889
South Share	\$57,474,610
Fund Balance (6/30/2023)	(\$1,426,849)
10-Year Cost - South	\$56,047,761
÷ 10-Year Additional Demand (gallons)	3,444,889
Cost per Gallon	\$16.27

Distribution / Storage – Plan-Based**North Service Area**

The City of Goodyear identified distribution / storage projects to serve future development in the north service area over the next 10 years. Dividing the total cost of \$20,277,400 by the 10-year demand increase of 2,771,788 gallons yields a cost of \$7.32 per gallon.

Figure W10: Cost Factors

Distribution / Storage	Cost
16" water main in Litchfield Rd from El Cielo St to MC85 (650 LF)	\$190,200
12" water main in Litchfield Rd from Broadway Rd to La Tierra St (4,300 LF)	\$1,155,800
16" water main in Broadway Rd from Estrella Pkwy to 143rd Ave (7,920 LF)	\$2,317,400
12" water main in Broadway Rd from 143rd Ave to Litchfield Rd (2,680 LF)	\$720,300
12" water main in 143rd Ave from Broadway Rd to El Sol St (3,430 LF)	\$922,000
16" water main in Litchfield (WPA 2)	\$1,834,100
Increase Booster Capacity at Site 12	\$350,000
1.5 MG storage reservoir at Site 18	\$4,039,000
4.0 MG storage reservoir at SWTF or Silva Site	\$8,748,600
Total Cost	\$20,277,400
÷ 10-Year Additional Demand (gallons)	2,771,788
Cost per Gallon	\$7.32
x 10-Year Additional Demand (gallons)	2,771,788
10-Year Revenue Collections	\$20,277,400

South Service Area

The City of Goodyear identified distribution / storage projects to serve future development in the south service area over the next 10 years. Dividing the total cost of \$20,944,315 by the 10-year demand increase of 3,677,400 gallons yields a cost of \$5.70 per gallon.

Figure W11: Cost Factors

Distribution / Storage	Cost
12" water main connection NE of Estrella Pkwy and Cotton Ln (17,000 LF)	\$4,569,600
30" water transmission line	\$12,335,715
1.5 MG reservoir at Site 13	\$4,039,000
Total Cost	\$20,944,315
÷ 10-Year Additional Demand (gallons)	3,677,400
Cost per Gallon	\$5.70
x 10-Year Additional Demand (gallons)	3,677,400
10-Year Revenue Collections	\$20,944,315

Development Fee Report – Plan-Based

The cost to prepare the Water Facilities IIP and related Development Fee Report totals \$25,000. Goodyear plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is \$0.01 per gallon.

Figure W12: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	\$18,000	Residential	77%	Population	34,766	\$0.40
		Nonresidential	23%	Jobs	4,488	\$0.92
Parks and Recreational	\$15,500	Residential	98%	Population	34,766	\$0.44
		Nonresidential	2%	Jobs	4,488	\$0.07
Police	\$18,000	Residential	79%	Population	34,766	\$0.41
		Nonresidential	21%	Jobs	4,488	\$0.84
Street	\$26,110	All Development	100%	VMT	1,172,394	\$0.02
Water	\$25,000	All Development	100%	Gallons	3,256,698	\$0.01
Wastewater	\$25,000	All Development	100%	Gallons	1,223,084	\$0.02
Total	\$127,610					

WATER FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is necessary for development fees, because Goodyear’s construction transaction privilege tax rate exceeds the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Goodyear will apply the entire revenue credit/offset to street facilities fees. Appendix A contains the forecast of revenues required by Arizona’s Enabling Legislation (ARS § 9-463.05(E)(7)).

Water Facilities Development Fees

North Service Area

The cost per service unit is \$21.21 per gallon for water facilities development fees in the north service area, and Goodyear will assess water facilities development fees by meter size to new development. The base 0.75-inch meter is equivalent to a single-family unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. The capacity ratios are calculated based on data published in *AWWA Manual of Water Supply Practices M-1, 7th Edition*.

Water facilities development fees are calculated by multiplying the cost per gallon by the average day gallons per EDU (single-family unit) and the associated capacity ratio. The 0.75-inch fee (single-family fee) of \$8,317 is calculated in two parts. The first part, related to water resource, is calculated using a cost per service unit of \$1.92 per gallon, multiplied by 293 average day gallons (water resource), multiplied by a capacity ratio of 1.00. The second part, related to water treatment and distribution, is calculated using a cost per service unit of \$19.29 per gallon, multiplied by 402 average day gallons (water treatment), multiplied by a capacity ratio of 1.00.

For meters larger than 1.50 inches, the fee is calculated using a cost per service unit of \$21.21 per gallon multiplied by average day gallons from (1) City of Goodyear Engineering Standards, (2) a submitted water study, or (3) other estimated water demand.

Figure W13: Water Facilities Development Fees – North Service Area

Fee Component	Cost per Gallon	Gallons	Single Family
GRIC Water Lease	\$1.92	293	\$563
Surface Water Treatment	\$11.96	402	\$4,808
Distribution / Storage	\$7.32	402	\$2,943
Development Fee Report	\$0.01	402	\$4
Total	\$21.21		\$8,317

Development Type	Average Day Gallons
Single Family	402

Fees per Meter				
Meter Size	Capacity Ratio ¹	Proposed Fees ²	Current Fees	Difference
0.75-inch	1.00	\$8,317	\$7,553	\$764
1.00-inch	1.67	\$13,890	\$12,613	\$1,277
1.50-inch	3.33	\$27,696	\$25,151	\$2,545

1. AWWA Manual of Water Supply Practices M-1, 7th Edition

2. Meters larger than 1.50 inches calculated using \$21.21 per gallon for the north service area multiplied by average day gallons from (1) City of Goodyear Engineering Standards, (2) a submitted water study, or (3) other estimated water demand.

South Service Area

The cost per service unit is \$21.98 per gallon for water facilities development fees in the south service area, and Goodyear will assess water facilities development fees by meter size to new development. The base 0.75-inch meter is equivalent to a single-family unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. The capacity ratios are calculated based on data published in *AWWA Manual of Water Supply Practices M-1, 7th Edition*.

Water facilities development fees are calculated by multiplying the cost per gallon by the average day gallons per EDU (single-family unit) and the associated capacity ratio. For example, the 0.75-inch fee (single-family fee) of \$8,836 is calculated using a cost per service unit of \$21.98 per gallon, multiplied by 402 average day gallons, multiplied by a capacity ratio of 1.00. For meters larger than 1.50 inches, the fee is calculated using a cost per service unit of \$21.98 per gallon multiplied by average day gallons from (1) City of Goodyear Engineering Standards, (2) a submitted water study, or (3) other estimated water demand.

Figure W14: Water Facilities Development Fees – South Service Area

Fee Component	Cost per Gallon
Surface Water Treatment	\$16.27
Distribution / Storage	\$5.70
Development Fee Report	\$0.01
Total	\$21.98

Development Type	Average Day Gallons
Single Family	402

Fees per Meter				
Meter Size	Capacity Ratio ¹	Proposed Fees ²	Current Fees	Difference
0.75-inch	1.00	\$8,836	\$7,843	\$993
1.00-inch	1.67	\$14,756	\$13,097	\$1,659
1.50-inch	3.33	\$29,424	\$26,117	\$3,307

1. AWWA Manual of Water Supply Practices M-1, 7th Edition

2. Meters larger than 1.50 inches calculated using \$21.98 per gallon for the south service area multiplied by average day gallons from (1) City of Goodyear Engineering Standards, (2) a submitted water study, or (3) other estimated water demand.

WATER FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

North Service Area

Projected fee revenue shown in Figure W15 is based on projected development in the north service area and the updated water facilities development fees in Figure W13. For nonresidential development, the analysis uses a 1.50-inch meter. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals \$52,293,933 and projected expenditures equal \$59,127,442. Based on the actual mix of meter sizes used by future nonresidential accounts, the projected development fee revenue shown below will change.

Figure W15: Water Facilities Development Fees Revenue – North Service Area

Fee Component	Growth Share	Total
GRIC Water Lease	\$3,924,210	\$5,675,598
Surface Water Treatment	\$33,162,667	\$33,162,667
Distribution / Storage	\$20,277,400	\$20,277,400
Development Fee Report	\$11,778	\$11,778
Total	\$57,376,054	\$59,127,442

		Single-Family \$8,317 per meter	Nonresidential \$27,696 per meter
Year		Meter	Meter
Base	2023		
Year 1	2024	731	3
Year 2	2025	1,462	6
Year 3	2026	2,135	12
Year 4	2027	2,808	19
Year 5	2028	3,481	25
Year 6	2029	4,154	32
Year 7	2030	4,827	38
Year 8	2031	5,246	45
Year 9	2032	5,666	53
Year 10	2033	6,086	61
10-Year Increase		6,086	61
Projected Revenue		\$50,616,430	\$1,677,502

Projected Fee Revenue	\$52,293,933
Total Expenditures	\$59,127,442

South Service Area

Projected fee revenue shown in Figure W16 is based on projected development in the south service area and the updated water facilities development fees in Figure W14. For nonresidential development, the analysis uses a 1.50-inch meter. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals \$73,074,319 and projected expenditures equal \$77,005,298. Based on the actual mix of meter sizes used by future nonresidential accounts, the projected development fee revenue shown below will change.

Figure W16: Water Facilities Development Fees Revenue – South Service Area

Surface Water Treatment	\$56,047,761	\$56,047,761
Distribution / Storage	\$20,944,315	\$20,944,315
Development Fee Report	\$13,222	\$13,222
Total	\$77,005,298	\$77,005,298

		Single-Family \$8,836 per meter	Nonresidential \$29,424 per meter
Year		Meter	Meter
Base	2023		
Year 1	2024	820	2
Year 2	2025	1,640	4
Year 3	2026	2,461	6
Year 4	2027	3,281	8
Year 5	2028	4,101	10
Year 6	2029	4,921	12
Year 7	2030	5,741	14
Year 8	2031	6,562	16
Year 9	2032	7,382	18
Year 10	2033	8,202	20
10-Year Increase		8,202	20
Projected Revenue		\$72,472,872	\$601,447

Projected Fee Revenue	\$73,074,319
Total Expenditures	\$77,005,298

WASTEWATER FACILITIES IIP

ARS § 9-463.05 (T)(7)(b) defines the eligible facilities and assets for the Wastewater Facilities IIP:

“Wastewater facilities, including collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances for those facilities.”

The Wastewater Facilities IIP includes components for water reclamation, collection, and the cost of preparing the Wastewater Facilities IIP and related Development Fee Report. The plan-based methodology is used for water reclamation, collection, and the Development Fee Report.

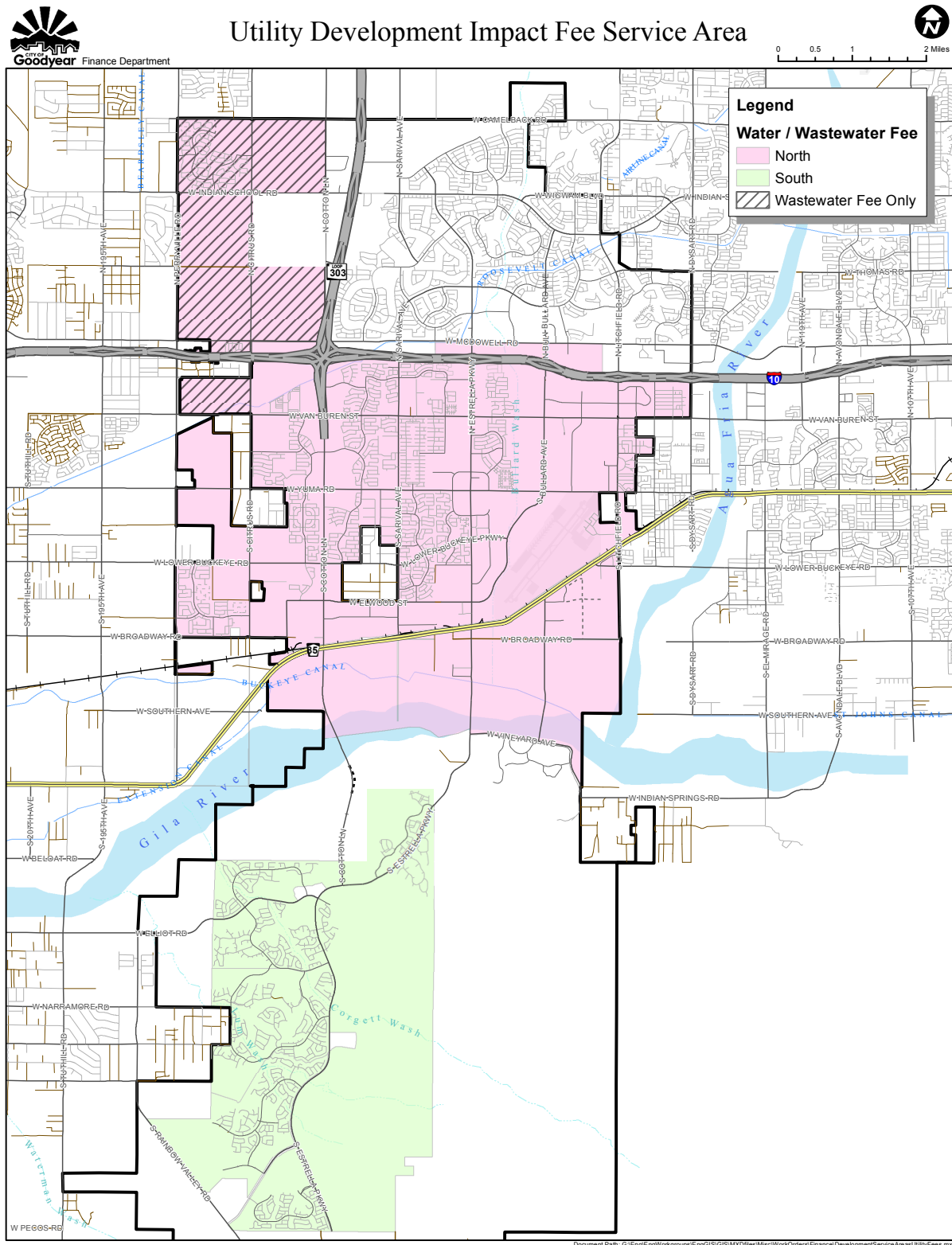
PROPORTIONATE SHARE

ARS § 9-463.05 (B)(3) states that the development fee shall not exceed a proportionate share of the cost of necessary public services needed to accommodate new development. The Wastewater Facilities IIP and development fees will allocate the cost of necessary public services between both residential and nonresidential development using average day flow factors.

SERVICE AREA

As shown in Figure WW1, there are two services areas for the Wastewater Facilities IIP.

Figure WW1: Utility Development Impact Fee Service Area



RATIO OF SERVICE UNIT TO DEVELOPMENT UNIT

ARS § 9-463.05(E)(4) requires:

“A table establishing the specific level or quantity of use, consumption, generation or discharge of a service unit for each category of necessary public services or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to various types of land uses, including residential, commercial and industrial.”

According to the 2016 Integrated Water Master Plan, average day flow from single-family units is 140 gallons. Wastewater development fees are assessed by meter size, and the analysis uses average day flow from single-family units of 140 gallons per day as the demand factor for a 0.75-inch meter. For 1.00-inch and 1.50-inch meters, average day flow is calculated by multiplying average day flow from existing single-family units by the capacity ratio for the corresponding meter size. For meters larger than 1.50 inches, average day flow is calculated from (1) City of Goodyear Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flow.

Figure WW2: Wastewater Ratio of Service Unit to Development Unit

Development Type	Average Day Gallons
Single Family	140

Meter Size	Capacity Ratio ¹
0.75-inch	1.00
1.00-inch	1.67
1.50-inch	3.33

1. AWWA Manual of Water Supply Practices M-1, 7th Edition

ANALYSIS OF CAPACITY, USAGE, AND COSTS OF EXISTING PUBLIC SERVICES

ARS § 9-463.05(E)(2) requires:

“An analysis of the total capacity, the level of current usage and commitments for usage of capacity of the existing necessary public services, which shall be prepared by qualified professionals licensed in this state, as applicable.”

Existing Flow

Using wastewater flow factors from the 2016 Integrated Water Master Plan and existing development estimates, average day flow from Goodyear wastewater customers in 2023 is 5,800,000 gallons. Average day flow in the north service area is 4,720,000 gallons and average day flow in the south service area is 1,080,000 gallons.

Figure WW3: Existing Flow

		Average Day Gallons		
Year		North	South	Total
Base	2023	4,720,000	1,080,000	5,800,000

Source: TischlerBise estimate

PROJECTED DEMAND FOR SERVICES AND COSTS

ARS § 9-463.05(E)(1) requires:

“A description of the existing necessary public services in the service area and the costs to upgrade, update, improve, expand, correct or replace those necessary public services to meet existing needs and usage and stricter safety, efficiency, environmental or regulatory standards, which shall be prepared by qualified professionals licensed in this state, as applicable.”

ARS § 9-463.05(E)(5) requires:

“The total number of projected service units necessitated by and attributable to new development in the service area based on the approved land use assumptions and calculated pursuant to generally accepted engineering and planning criteria.”

ARS § 9-463.05(E)(6) requires:

“The projected demand for necessary public services or facility expansions required by new service units for a period not to exceed ten years.”

Projected Flow

Shown below, Figure WW4 includes projected average day flow over the next 10 years. To project future wastewater flow in the north service area, the analysis applies wastewater flow factors from the 2016 Integrated Water Master Plan to development projections for the north service area. Based on this analysis, projected average day flow increases by 1,144,108 gallons in the north service area over the next 10 years. The analysis uses the Conceptual Master Wastewater Report for Estrella Mountain Ranch PAD Portions of Communities 11-15 (September 2022) to project future wastewater flow in the south service area. Based on these projections, average day flow increases by 1,212,479 gallons in the south service area over the next 10 years.

Figure WW4: Projected Flow

		Average Day Gallons		
Year		North	South	Total
Base	2023	4,720,000	1,080,000	5,800,000
1	2024	4,840,151	1,201,248	6,041,399
2	2025	4,960,302	1,322,496	6,282,797
3	2026	5,085,816	1,443,744	6,529,560
4	2027	5,211,330	1,564,992	6,776,322
5	2028	5,336,844	1,686,240	7,023,084
6	2029	5,462,359	1,807,487	7,269,846
7	2030	5,587,873	1,928,735	7,516,608
8	2031	5,679,951	2,049,983	7,729,934
9	2032	5,772,029	2,171,231	7,943,261
10	2033	5,864,108	2,292,479	8,156,587
10-Year Increase		1,144,108	1,212,479	2,356,587

Source: TischlerBise estimate

Water Reclamation – Plan-Based

North Service Area

The 157th Avenue water reclamation facility currently provides 6,000,000 gallons of water reclamation capacity to serve existing development in the north service area. Existing development currently uses 4,720,000 gallons of the existing capacity and 1,280,000 gallons of capacity is available to serve future development. As shown in Figure WW4, future development will demand 1,144,108 gallons of water reclamation capacity over the next 10 years. This is approximately equal to the available capacity; however, Goodyear must initiate construction of the next expansion by the time average day flow reaches 90 percent of treatment capacity (5,400,000 gallons). Goodyear plans to expand the facility by 4,500,000 gallons to serve future development.

Figure WW5: Water Reclamation Capacity

Water Reclamation Facility	Capacity Used	Capacity Available	Total Capacity
Goodyear (157th Ave)	4,720,000	1,280,000	6,000,000
Existing Subtotal	4,720,000	1,280,000	6,000,000
Goodyear (157th Ave) Expansion	0	1,500,000	1,500,000
Goodyear (157th Ave) Expansion	0	3,000,000	3,000,000
Expansion Subtotal	0	4,500,000	4,500,000
Planned Total	4,720,000	5,780,000	10,500,000

Source: TischlerBise estimate

The City of Goodyear plans to spend \$96,000,000 to add 4,500,000 gallons of capacity to the 157th Avenue facility. After deducting the existing north wastewater development fee fund balance from the planned expansion cost, the adjusted cost is \$88,570,274 (\$96,000,000 total cost - \$7,429,726 fund balance). Dividing the adjusted cost by the additional capacity yields a cost of \$19.68 per gallon (\$88,570,274 adjusted cost / 4,500,000 additional gallons of capacity). With an estimated increase in daily wastewater flow of 1,144,108 gallons, 10-year revenue collections equal \$22,516,045.

Figure WW6: Cost Factors

Water Reclamation	
GWRF Expansion (6.0 to 7.5 MGD)	\$6,000,000
GWRF Expansion (7.5 to 10.5 MGD)	\$90,000,000
Fund Balance (6/30/2023)	(\$7,429,726)
Adjusted Cost	\$88,570,274
÷ Additional Capacity (average day gallons)	4,500,000
Cost per Gallon	\$19.68
x 10-Year Additional Flow (gallons)	1,144,108
10-Year Revenue Collections	\$22,516,045

South Service Area

Goodyear currently provides 1,550,000 gallons of water reclamation capacity in the south service area. Existing development currently uses 1,080,000 gallons of the existing capacity and 470,000 gallons of capacity is available to serve future development. Wastewater flow projections shown in Figure WW4 include an increase of 1,212,479 gallons generated by future development over the next 10 years. Goodyear must initiate construction of the next expansion by the time average day flow reaches 90 percent of treatment capacity (720,000 gallons at Corgett and 675,000 gallons at Rainbow Valley). After using the available capacity, future development will demand an additional 742,479 gallons of water reclamation capacity (1,212,479 gallons needed – 470,000 gallons available). To serve future development, Goodyear will use development fees to expand capacity by 1,250,000 gallons in the south service area.

Figure WW7: Water Reclamation Capacity

Water Reclamation Facility	Capacity Used	Capacity Available	Total Capacity
Corgett	520,000	280,000	800,000
Rainbow Valley	560,000	190,000	750,000
Existing Subtotal	1,080,000	470,000	1,550,000
Rainbow Valley Expansion	0	1,250,000	1,250,000
Expansion Subtotal	0	1,250,000	1,250,000
Planned Total	1,080,000	1,720,000	2,800,000

Source: Conceptual Master Wastewater Report for Estrella Mountain Ranch PAD Portions of Communities 11-15 (September 2022)

Goodyear plans to add 1,250,000 gallons of capacity to the Rainbow Valley Water Reclamation Facility at a cost of \$50,593,433. After deducting the city share of \$663,082 and the Canta Mia share of \$3,771,618, future development's share of the planned expansion is \$46,158,734. Goodyear will fund future development's share with a developer investment of \$31,200,000 and debt of \$14,958,734 (5.0 percent interest for 20 years), and Goodyear will use future development fee revenue to repay future development's share of costs. After deducting the available fund balance at the end of FY 2023 from future development's share of expansion costs, the adjusted cost is \$45,177,478 (\$46,158,734 future development share - \$981,256 fund balance). Dividing the adjusted cost by the additional capacity yields a cost of \$36.14 per gallon (\$45,177,478 adjusted cost / 1,250,000 additional gallons of capacity). With an estimated increase in daily wastewater flow of 1,212,479 gallons, the 10-year principal cost equals \$43,821,395. Including 10 years of interest costs results in a 10-year total cost of \$50,122,262 (\$43,821,395 10-year principal cost + \$6,300,867 10-year interest cost), and dividing the 10-year total cost by the 10-year additional flow results in a cost of \$41.34 per gallon (\$50,122,262 total cost / 1,212,479 gallons) for water reclamation in the south service area.

Figure WW8: Cost Factors

Water Reclamation	
Rainbow Valley WRF Expansion	\$50,593,433
City Share	(\$663,082)
Canta Mia Share	(\$3,771,618)
Future Development Share	\$46,158,734
Fund Balance (6/30/2023)	(\$981,256)
Adjusted Cost	\$45,177,478
÷ Additional Capacity (average day gallons)	1,250,000
Principal Cost per Gallon	\$36.14
x 10-Year Additional Flow (gallons)	1,212,479
10-Year Principal Cost	\$43,821,395
10-Year Interest Cost	\$6,300,867
10-Year Total Cost	\$50,122,262
÷ 10-Year Additional Flow (gallons)	1,212,479
Cost per Gallon	\$41.34
x 10-Year Additional Flow (gallons)	1,212,479
10-Year Revenue Collections	\$50,122,262

Collection- Plan-Based

North Service Area

The City of Goodyear identified collection projects to serve future development in the north service area over the next 10 years. Dividing the total cost of \$9,223,200 by the 10-year demand increase of 1,144,108 gallons yields a cost of \$8.06 per gallon.

Figure WW9: Cost Factors

Collection	Cost
12" gravity sewer in Elwood Rd - Citrus Rd to 175th Ave (2,500 LF)	\$541,200
8" gravity sewer in Citrus Rd - Lower Buckeye Rd to Elwood Rd (2,560 LF)	\$505,300
8" gravity sewer north of Las Brisas Lift Station (2,990 LF)	\$590,200
Perryville - South of I-10 to Roosevelt then east to Citrus Rd	\$1,270,000
10" (3,404 LF) and 12" (469 LF) gravity sewer in Van Buren St - Perryville to east of Citrus	\$774,000
8" (1,219 LF) and 12" (1,437 LF) gravity sewer in Citrus Rd - Roosevelt to Van Buren St	\$552,000
South of Roosevelt and West of Citrus to East of Perryville	\$1,327,000
8" gravity sewer in Litchfield Rd - Lower Buckeye Rd to Broadway Rd (4,390 LF)	\$866,600
10" (2,730 LF) and 12" (2,670 LF) gravity sewer in Broadway Rd - Bullard Ave to Litchfield Rd	\$1,164,300
8" gravity sewer in 143rd Ave - El Sol to Broadway Rd (2,690 LF)	\$533,000
12" gravity sewer in Bullard Ave - Van Buren to Yuma (5,090 LF)	\$1,099,600
Total Cost	\$9,223,200
÷ 10-Year Additional Flow (gallons)	1,144,108
Cost per Gallon	\$8.06
x 10-Year Additional Flow (gallons)	1,144,108
10-Year Revenue Collections	\$9,223,200

South Service Area

The City of Goodyear identified collection projects to serve future development in the south service area over the next 10 years. Dividing the total cost of \$1,105,400 by the 10-year demand increase of 1,212,479 gallons yields a cost of \$0.91 per gallon.

Figure WW10: Cost Factors

Collection	Cost
8" gravity sewer upstream of Lost Lift Station (1,920 LF)	\$379,000
8" gravity sewer in San Miguel east of Estrella Pkwy (1,330 LF)	\$262,500
8" gravity sewer in Coyote Train Dr east of Estrella Pkwy (1,660 LF)	\$327,700
8" gravity sewer in Wind Drift Rd east of Estrella Pkwy (690 LF)	\$136,200
Total Cost	\$1,105,400
÷ 10-Year Additional Flow (gallons)	1,212,479
Cost per Gallon	\$0.91
x 10-Year Additional Flow (gallons)	1,212,479
10-Year Revenue Collections	\$1,105,400

Development Fee Report – Plan-Based

The cost to prepare the Wastewater Facilities IIP and related Development Fee Report totals \$25,000. Goodyear plans to update its report every five years. Based on this cost, proportionate share, and five-year projections of new residential and nonresidential development from the *Land Use Assumptions* document, the cost is \$0.02 per gallon.

Figure WW11: IIP and Development Fee Report

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	\$18,000	Residential	77%	Population	34,766	\$0.40
		Nonresidential	23%	Jobs	4,488	\$0.92
Parks and Recreational	\$15,500	Residential	98%	Population	34,766	\$0.44
		Nonresidential	2%	Jobs	4,488	\$0.07
Police	\$18,000	Residential	79%	Population	34,766	\$0.41
		Nonresidential	21%	Jobs	4,488	\$0.84
Street	\$26,110	All Development	100%	VMT	1,172,394	\$0.02
Water	\$25,000	All Development	100%	Gallons	3,256,698	\$0.01
Wastewater	\$25,000	All Development	100%	Gallons	1,223,084	\$0.02
Total	\$127,610					

WASTEWATER FACILITIES DEVELOPMENT FEES

Revenue Credit/Offset

A revenue credit/offset is necessary for development fees, because Goodyear's construction transaction privilege tax rate exceeds the amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications. Goodyear will apply the entire revenue credit/offset to street facilities fees. Appendix A contains the forecast of revenues required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

Wastewater Facilities Development Fees

North Service Area

The cost per service unit is \$27.76 per gallon for wastewater facilities development fees in the north service area, and Goodyear will assess wastewater facilities development fees by meter size to new development. The base 0.75-inch meter is equivalent to a single-family unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. The capacity ratios are calculated based on data published in *AWWA Manual of Water Supply Practices M-1, 7th Edition*.

Wastewater facilities development fees are calculated by multiplying the cost per gallon by the average day gallons per EDU (single-family unit) and the associated capacity ratio. For example, the 0.75-inch fee (single-family fee) of \$3,886 is calculated using a cost per service unit of \$27.76 per gallon, multiplied by 140 average day gallons, multiplied by a capacity ratio of 1.00. For meters larger than 1.50 inches, the fee is calculated using a cost per service unit of \$27.76 per gallon multiplied by average day gallons from (1) City of Goodyear Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flow.

Figure WW12: Wastewater Facilities Development Fees – North Service Area

Fee Component	Cost per Gallon
Water Reclamation	\$19.68
Collection	\$8.06
Development Fee Report	\$0.02
Total	\$27.76

Development Type	Average Day Gallons
Single Family	140

Fees per Meter				
Meter Size	Capacity Ratio ¹	Proposed Fees ²	Current Fees	Difference
0.75-inch	1.00	\$3,886	\$2,818	\$1,068
1.00-inch	1.67	\$6,490	\$4,706	\$1,784
1.50-inch	3.33	\$12,942	\$9,383	\$3,559

1. AWWA Manual of Water Supply Practices M-1, 7th Edition

2. Meters larger than 1.50 inches calculated using \$27.76 per gallon for the north service area multiplied by average day gallons from (1) City of Goodyear Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flow.

South Service Area

The cost per service unit is \$41.34 per gallon for wastewater facilities development fees in the south service area, and Goodyear will assess wastewater facilities development fees by meter size to new development. The base 0.75-inch meter is equivalent to a single-family unit, and a capacity ratio is used to convert the base meter fee proportionately for larger meters. The capacity ratios are calculated based on data published in *AWWA Manual of Water Supply Practices M-1, 7th Edition*.

Wastewater facilities development fees are calculated by multiplying the cost per gallon by the average day gallons per EDU (single-family unit) and the associated capacity ratio. For example, the 0.75-inch fee (single-family fee) of \$5,918 is calculated using a cost per service unit of \$42.27 per gallon, multiplied by 140 average day gallons, multiplied by a capacity ratio of 1.00. For meters larger than 1.50 inches, the fee is calculated using a cost per service unit of \$42.27 per gallon multiplied by average day gallons from (1) City of Goodyear Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flow.

Figure WW13: Wastewater Facilities Development Fees – South Service Area

Fee Component	Cost per Gallon
Water Reclamation	\$41.34
Collection	\$0.91
Development Fee Report	\$0.02
Total	\$42.27

Development Type	Average Day Gallons
Single Family	140

Fees per Meter				
Meter Size	Capacity Ratio ¹	Proposed Fees ²	Current Fees	Difference
0.75-inch	1.00	\$5,918	\$2,538	\$3,380
1.00-inch	1.67	\$9,883	\$4,238	\$5,645
1.50-inch	3.33	\$19,706	\$8,451	\$11,255

1. AWWA Manual of Water Supply Practices M-1, 7th Edition

2. Meters larger than 1.50 inches calculated using \$42.27 per gallon for the south service area multiplied by average day gallons from (1) City of Goodyear Engineering Standards, (2) a submitted water study, or (3) other estimated wastewater flow.

WASTEWATER FACILITIES DEVELOPMENT FEE REVENUE

Appendix A contains revenue forecasts required by Arizona's Enabling Legislation (ARS § 9-463.05(E)(7)).

North Service Area

Projected fee revenue shown in Figure WW14 is based on development projections for the north service area and the updated wastewater facilities development fees in Figure WW12. For nonresidential development, the analysis uses a 1.50-inch meter. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals \$26,144,301 and projected expenditures equal \$97,806,082. Based on the actual mix of meter sizes used by future nonresidential accounts, the projected development fee revenue shown below will change.

Figure WW14: Wastewater Facilities Development Fees Revenue – North Service Area

Fee Component	Growth Share	Total
Water Reclamation	\$22,516,045	\$88,570,274
Collection	\$9,223,200	\$9,223,200
Development Fee Report	\$12,608	\$12,608
Total	\$31,751,854	\$97,806,082

		Single-Family \$3,886 per meter	Nonresidential \$12,942 per meter
Year		Meter	Meter
Base	2023		
Year 1	2024	771	3
Year 2	2025	1,542	6
Year 3	2026	2,263	12
Year 4	2027	2,984	19
Year 5	2028	3,706	25
Year 6	2029	4,427	32
Year 7	2030	5,149	38
Year 8	2031	5,608	45
Year 9	2032	6,067	53
Year 10	2033	6,526	61
10-Year Increase		6,526	61
Projected Revenue		\$25,360,425	\$783,876

Projected Fee Revenue	\$26,144,301
Total Expenditures	\$97,806,082

South Service Area

Projected fee revenue shown in Figure WW15 is based on development projections for the south service area and the updated wastewater facilities development fees in Figure WW13. For nonresidential development, the analysis uses a 1.50-inch meter. If development occurs faster than projected, the demand for infrastructure will increase along with development fee revenue. If development occurs slower than projected, the demand for infrastructure will decrease and development fee revenue will decrease at a similar rate. Projected development fee revenue equals \$48,942,240 and projected expenditures equal \$51,711,225. Based on the actual mix of meter sizes used by future nonresidential accounts, the projected development fee revenue shown below will change.

Figure WW15: Wastewater Facilities Development Fees Revenue – South Service Area

Fee Component	Growth Share	Total
Water Reclamation	\$50,122,262	\$50,593,433
Collection	\$1,105,400	\$1,105,400
Development Fee Report	\$12,392	\$12,392
Total	\$51,240,053	\$51,711,225

		Single-Family \$5,918 per meter	Nonresidential \$19,706 per meter
Year		Meter	Meter
Base	2023		
Year 1	2024	820	2
Year 2	2025	1,640	4
Year 3	2026	2,461	6
Year 4	2027	3,281	8
Year 5	2028	4,101	10
Year 6	2029	4,921	12
Year 7	2030	5,741	14
Year 8	2031	6,562	16
Year 9	2032	7,382	18
Year 10	2033	8,202	20
10-Year Increase		8,202	20
Projected Revenue		\$48,539,436	\$402,804

Projected Fee Revenue	\$48,942,240
Total Expenditures	\$51,711,225

APPENDIX A: FORECAST OF REVENUES OTHER THAN FEES

ARS § 9-463.05(E)(7) requires:

"A forecast of revenues generated by new service units other than development fees, which shall include estimated state-shared revenue, highway users revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes and the capital recovery portion of utility fees attributable to development based on the approved land use assumptions, and a plan to include these contributions in determining the extent of the burden imposed by the development as required in subsection B, paragraph 12 of this section."

ARS § 9-463.05(B)(12) states,

"The municipality shall forecast the contribution to be made in the future in cash or by taxes, fees, assessments or other sources of revenue derived from the property owner towards the capital costs of the necessary public service covered by the development fee and shall include these contributions in determining the extent of the burden imposed by the development. Beginning August 1, 2014, for purposes of calculating the required offset to development fees pursuant to this subsection, if a municipality imposes a construction contracting or similar excise tax rate in excess of the percentage amount of the transaction privilege tax rate imposed on the majority of other transaction privilege tax classifications, the entire excess portion of the construction contracting or similar excise tax shall be treated as a contribution to the capital costs of necessary public services provided to development for which development fees are assessed, unless the excess portion was already taken into account for such purpose pursuant to this subsection."

REVENUE PROJECTIONS

Goodyear has a higher-than-normal construction excise tax rate; therefore, the required offset described above is applicable. Shown in Figure A1, Goodyear provided the required forecast of non-development fee revenue from identified sources that can be attributed to future development over a period of five years. Except for excess construction sales tax revenue, Goodyear directs the revenues shown below to non-development fee eligible capital needs including maintenance, repair, and replacement. Goodyear will use excess construction sales tax revenue to offset the street facilities development fees.

Figure A1: Revenue Projections

Source	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28
City Sales Tax	\$88,737,900	\$92,391,400	\$96,452,800	\$100,703,200	\$105,151,800
Construction Sales Tax	\$16,782,600	\$16,782,600	\$16,782,600	\$16,782,600	\$16,782,600
"Excess" Construction Sales Tax	\$6,713,100	\$6,713,100	\$6,713,100	\$6,713,100	\$6,713,100
Property Tax	\$13,923,900	\$14,673,900	\$15,446,700	\$16,241,400	\$17,060,500
State Sales & Income Tax	\$40,315,400	\$41,211,500	\$42,149,000	\$43,723,800	\$45,362,000
Subtotal, General Fund	\$166,472,900	\$171,772,500	\$177,544,200	\$184,164,100	\$191,070,000
Water Revenue	\$39,493,000	\$34,981,400	\$37,395,200	\$40,162,500	\$43,174,500
Sewer Revenue	\$23,070,500	\$24,685,400	\$26,388,700	\$28,341,500	\$30,467,200
Subtotal, Utility	\$62,563,500	\$59,666,800	\$63,783,900	\$68,504,000	\$73,641,700
Total	\$229,036,400	\$231,439,300	\$241,328,100	\$252,668,100	\$264,711,700

Source: City of Goodyear Finance Department

APPENDIX B: PROFESSIONAL SERVICES

As stated in Arizona’s development fee enabling legislation, “a municipality may assess development fees to offset costs to the municipality associated with providing necessary public services to a development, including the costs of infrastructure, improvements, real property, engineering and architectural services, financing and professional services required for the preparation or revision of a development fee pursuant to this section, including the relevant portion of the infrastructure improvements plan” (see ARS § 9-463.05.A). Because development fees must be updated at least every five years, the cost of professional services is allocated to the projected increase in service units, over five years (see Figure B1). Qualified professionals must develop the IIP, using generally accepted engineering and planning practices. A qualified professional is defined as “a professional engineer, surveyor, financial analyst or planner providing services within the scope of the person’s license, education or experience”.

Figure B1: Cost of Professional Services

Necessary Public Service	Cost	Proportionate Share		Service Unit	5-Year Change	Cost per Service Unit
Fire	\$18,000	Residential	77%	Population	34,766	\$0.40
		Nonresidential	23%	Jobs	4,488	\$0.92
Parks and Recreational	\$15,500	Residential	98%	Population	34,766	\$0.44
		Nonresidential	2%	Jobs	4,488	\$0.07
Police	\$18,000	Residential	79%	Population	34,766	\$0.41
		Nonresidential	21%	Jobs	4,488	\$0.84
Street	\$26,110	All Development	100%	VMT	1,172,394	\$0.02
Water	\$25,000	All Development	100%	Gallons	3,256,698	\$0.01
Wastewater	\$25,000	All Development	100%	Gallons	1,223,084	\$0.02
Total	\$127,610					

APPENDIX C: LAND USE DEFINITIONS

RESIDENTIAL DEVELOPMENT

As discussed below, residential development categories are based on data from the U.S. Census Bureau, American Community Survey. Development fees will be assessed to all new residential units. One-time development fees are determined by site capacity (i.e., number of residential units).

Single Family:

1. Single-family detached is a one-unit structure detached from any other house, that is, with open space on all four sides. Such structures are considered detached even if they have an adjoining shed or garage. A one-family house that contains a business is considered detached if the building has open space on all four sides.
2. Single-family attached (townhouse) is a one-unit structure that has one or more walls extending from ground to roof separating it from adjoining structures. In row houses (sometimes called townhouses), double houses, or houses attached to nonresidential structures, each house is a separate, attached structure if the dividing or common wall goes from ground to roof.

Multi-Family:

1. Includes units in structures containing two or more housing units, further categorized as units in structures with “2, 3 or 4, 5 to 9, 10 to 19, 20 to 49, and 50 or more apartments.”
2. Includes both occupied and vacant mobile homes, to which no permanent rooms have been added. Mobile homes used only for business purposes or for extra sleeping space and mobile homes for sale on a dealer's lot, at the factory, or in storage are not counted in the housing inventory.
3. Includes any living quarters occupied as a housing unit that does not fit the other categories (e.g., houseboats, railroad cars, campers, and vans). Recreational vehicles, boats, vans, railroad cars, and the like are included only if they are occupied as a current place of residence.

NONRESIDENTIAL DEVELOPMENT

The proposed general nonresidential development categories (defined below) can be used for all new construction. Nonresidential development categories represent general groups of land uses that share similar average weekday vehicle trip generation rates and employment densities (i.e., jobs per thousand square feet of floor area).

Commercial: Establishments primarily selling merchandise, eating/drinking places, entertainment uses, and lodging. By way of example, commercial includes shopping centers, supermarkets, pharmacies, restaurants, bars, nightclubs, automobile dealerships, movie theaters, and lodging.

Industrial: Establishments primarily engaged in the production, transportation, or storage of goods. By way of example, industrial includes manufacturing plants, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunications buildings.

Institutional: Public and quasi-public buildings providing educational, social assistance, or religious services. By way of example, institutional includes schools, universities, churches, daycare facilities, and government buildings.

Office and Other Services: Establishments providing management, administrative, professional, or business services; personal and health care services. By way of example, Office and Other services includes banks, business offices, and hospitals.

ITEM #: 12.
DATE: 10/16/2023
AI #:1723



CITY COUNCIL ACTION REPORT

SUBJECT: EMPLOYMENT AGREEMENT FOR NEW PRESIDING MUNICIPAL JUDGE

STAFF PRESENTER(S): Lyman Locket, Human Resources Director

SUMMARY

Employment Agreement for new Presiding Municipal Judge.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Sense of
Community

RECOMMENDATION

Approve Employment Agreement for new Presiding Municipal Judge. (Lyman Locket, Human Resources Director)

FISCAL IMPACT

Financial terms of the contract include a base salary of \$225,000 annually and deferred compensation of 5.0%. The financial terms take into consideration an analysis of comparable benchmark data for Presiding Municipal Judge compensation.

BACKGROUND AND PREVIOUS ACTIONS

City Council has successfully concluded an extensive search and candidate assessment process for a new Presiding Municipal Judge. The assessment process included an in-depth preliminary screening process with the City's Judicial Advisory Committee (JAC). The JAC provided council with a slate of recommended finalists. Along with interviews with City Council, the finalists were interviewed by internal stakeholders.

STAFF ANALYSIS

Approval of this employment agreement will establish the terms and conditions of employment. In accordance with City Charter, this agreement is effective October 23, 2023, through October 23, 2025. City Charter establishes that a Presiding Judge's contract term will not exceed 2 years.

Attachments