



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, October 27, 2025

5:00 p.m.

AMENDED on 10/24/2025 to add Item #7

Mayor
Joe Pizzillo

Vice Mayor
Wally Campbell

Councilmember
Brannon Hampton

Councilmember
Laura Kaino

Councilwoman
Vicki Gillis

Councilmember
Benita Beckles

Councilmember
Trey Terry



PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

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

NON-AGENDA ITEMS

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

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

AGENDA ITEMS

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

PROCEDURES

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



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

www.goodyearaz.gov/cityclerk

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

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER KAINO****APPOINTMENTS****1. APPOINTMENTS TO CITY BOARDS, COMMISSIONS AND COMMITTEES
RECOMMENDATION**

Approve the appointments to the Council Compensation Committee and appointments to the Citizen Water Advisory Committee as recommended by the Council Subcommittee on City Boards, Commissions and Committees. (Jasmine Pernicano, City Clerk)

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR**CONSENT****2. APPROVAL OF MINUTES
RECOMMENDATION**

Approve the September 22, 2025 Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

**3. APPROVAL OF 2026 COUNCIL MEETING CALENDAR
RECOMMENDATION**

Approve the 2026 Council Meeting Calendar. (Jasmine Pernicano, City Clerk)

**4. APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY
RECOMMENDATION**

Approve budget amendments, related expenditure authority, and the administrative award authority for expenditures exceeding \$500,000. (Ryan Bittle, Finance Manager)

5. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH BUCKEYE UNION HIGH SCHOOL DISTRICT NO. 201 FOR SCHOOL RESOURCE OFFICER (SRO) SERVICES**

RECOMMENDATION

Approve the IGA with Buckeye Union School District No. 201 for SRO services at Estrella Foothills High School and authorize the Mayor or designee to execute the documents necessary to allow the Goodyear Police Department to participate in the SRO program. (Brian Issitt, Chief of Police)

6. **APPROVAL OF SETTLEMENT AGREEMENT WITH FORESITE DESIGN AND CONSTRUCTION, INC.**

RECOMMENDATION

Approve the Settlement Agreement with ForeSite Design and Construction, Inc., and authorize the City Manager to execute the documents necessary to complete all remaining actions to resolve the current litigation in ForeSite Design and Construction, Inc. v. City of Goodyear. (Roric Massey, City Attorney)

7. **EMPLOYMENT AGREEMENT FOR PRESIDING MUNICIPAL JUDGE**

RECOMMENDATION

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

PUBLIC HEARINGS

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

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

8. **USE PERMIT FOR A CONVENIENCE USE DRIVE-THROUGH EAST OF THE NORTHEAST CORNER OF WEST INDIAN SCHOOL ROAD AND NORTH SARIVAL AVENUE, WITHIN PALM VALLEY PHASE V**

RECOMMENDATION

Approve the Use Permit request for a convenience use drive-through on a 1.86-acre parcel located east of the northeast corner of West Indian School Road and North Sarival Avenue, subject to Conditions of Approval. (Christian M. Williams, Planning Manager)

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:

November 3, 2025

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 amended and posted on 10/24/2025 at 10:35 a.m. by JP.

ITEM #: 1.
DATE: 10/27/2025
AI #:2845



CITY COUNCIL ACTION REPORT

SUBJECT: APPOINTMENTS TO CITY BOARDS, COMMISSIONS AND COMMITTEES

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

SUMMARY

This item requests Council approval of the recommendations of the Council Subcommittee on City Boards, Commissions and Committees, which is charged with reviewing, interviewing, and making recommendations for appointments to fill all vacancies on City boards, commissions, and committees.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the appointments to the Council Compensation Committee and appointments to the Citizen Water Advisory Committee as recommended by the Council Subcommittee on City Boards, Commissions and Committees. (Jasmine Pernicano, City Clerk)

FISCAL IMPACT

There is no direct fiscal impact associated with these appointments.

BACKGROUND AND PREVIOUS ACTIONS

The City Council Subcommittee on City Boards, Commissions and Committees is charged with reviewing, interviewing, and making recommendations to City Council regarding appointments to fill vacancies and re-appointments to City boards, commissions, and committees.

The City Council Subcommittee met on September 30, 2025. After a review of applications and conducting interviews, the City Council Subcommittee recommended the appointments to the Council Compensation Committee and Citizen Water Advisory Committee.

STAFF ANALYSIS

The recommendations of the City Council Subcommittee are as follows:

COUNCIL COMPENSATION COMMITTEE:

NAME	BEGINS	EXPIRES
Robert "Bob" Paine (Re-appointment)	10/27/2025	10/26/2029
Susan Schmelzer (Re-appointment)	10/27/2025	10/26/2029
Jesse Aynes	10/27/2025	10/26/2029

CITIZEN WATER ADVISORY COMMITTEE:

NAME	BEGINS	EXPIRES
Elena Ross (re-appointment)	10/27/2025	10/26/2027
Lynette Keating (re-appointment)	10/27/2025	10/26/2027
Rodie Purcell (re-appointment Alternate to Member)	10/27/2025	10/16/2026 (completing term of another)
Teresa Kuleff (re-appointment Alternate to Member)	10/27/2025	10/26/2027
Jill Rhodes (Alternate)	10/27/2025	10/26/2027
Robert Coberly (Alternate)	10/27/2025	10/26/2027

The beginning and ending dates for committee & commission members are based on either the by-laws of the committee & commission or the position availability.

ITEM #: 2.
DATE: 10/27/2025
AI #:2889



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the September 22, 2025 Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

Attachments

Draft Minutes 2025-09-22 Regular Meeting

City Council Regular Meeting

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



Monday, September 22, 2025

5:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 5:00 p.m.

ROLL CALL

Present: **Mayor Joe Pizzillo; Vice Mayor Wally Campbell; Councilmember Brannon Hampton; Councilmember Laura Kaino; Councilwoman Vicki Gillis; Councilmember Benita Beckles; Councilmember Trey Terry**

Staff City Manager Wynette Reed; City Attorney Roric Massey; City Clerk Jasmine
Present: Pernicano

[Councilmember Kaino participated by telephone.]

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER HAMPTON

COMMUNICATIONS

1. PROCLAMATION RECOGNIZING SEPTEMBER AS OVARIAN CANCER AWARENESS MONTH

Mayor Pizzillo presented a proclamation to Rachel Putman, recognizing September as Ovarian Cancer Awareness Month.

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

There were no public comments.

CONSENT

MOTION BY Vice Mayor Wally Campbell, SECONDED BY Councilmember Brannon Hampton to APPROVE Consent Agenda items 2 through 6. The motion carried as follows:

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

Passed - Unanimously

2. **APPROVAL OF MINUTES**

Approve the September 8, 2025 Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

3. **DRUG ENFORCEMENT AGENCY EQUITABLE SHARING AGREEMENT AND CERTIFICATION (ESAC)**

RECOMMENDATION

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

4. **RESOLUTION APPROVING THE SIXTH AMENDMENT TO INFRASTRUCTURE DEVELOPMENT AGREEMENT FOR MICROSOFT PROJECT 10-11**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2489 APPROVING THE SIXTH AMENDMENT TO INFRASTRUCTURE DEVELOPMENT AGREEMENT FOR PHX 10-11. (Kini Knudson, Deputy City Manager)

5. **RESOLUTION DECLARING CITY PROPERTY AS RIGHT-OF-WAY FOR A SECTION OF W. BROADWAY ROAD**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2490 DECLARING CITY PROPERTY AS PUBLIC RIGHT-OF-WAY FOR W. BROADWAY ROAD. (Colton Blyle, Real Estate Specialist; Bobby Ruiz, Civil Engineer)

6. **RESOLUTION AUTHORIZING JOB CREATION AGREEMENT WITH SCHNEIDER ELECTRIC IT CORPORATION**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2491 AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE A JOB CREATION AGREEMENT WITH SCHNEIDER ELECTRIC IT CORPORATION. (Darah Mann, Economic Development Deputy Director)

PUBLIC HEARINGS

7. **USE PERMIT FOR A LIMITED OUTDOOR STORAGE AND DISPLAY**

Mayor Pizzillo opened the public hearing at 5:09 p.m.

Justin Gabrielson, Senior Planner, presented a request for a use permit for a limited outdoor display and storage located at the northwest corner of North Central Avenue and West Van Buren Street. Mr. Gabrielson reviewed the proposal, which includes a .32 acre fenced-in outdoor display and trailer staging area on a portion of a 6.84-acre parcel, zoned C-2, General Commercial. He discussed the uses of the surrounding areas, the site layout, and elevations and screening of the display and storage areas. He also outlined the alternative citizen review process and summarized the Planning and Zoning Commission's recommendation for approval.

Marcus McFall, owner of McFall Tire and Auto Repair, expressed concerns about the truck route running through his property. Mr. McFall acknowledged he did receive a revised site plan from the site's property manager showing the truck route going around his business. He requested that the proposed site plan be acknowledged to eliminate future issues that may occur. Scott Garety, property manager of the location, confirmed that the truck route was modified to go around McFall Tire and Auto Repair. Mr. Gabrielson advised that the revised site plan can be added as a stipulation of the use permit.

Mayor Pizzillo inquired with Roric Massey, City Attorney, if the stipulation needed to be added at that time. Mr. Roric responded that as long as it's stipulated now, the site plan can be added as an amendment later.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 5:17 p.m.

In response to Council inquiry, Mr. Gabrielson stated that the remaining parking spaces would be sufficient for the other businesses located in the location, but a new traffic and parking study would need to be performed if a new business went in. Christian Williams, Planning Manager, confirmed that the majority of the businesses are under the same ownership.

Council acknowledged that Tractor Supply will be a good addition to the location and the outside storage will enhance the business with outdoor storage of large items.

MOTION BY Vice Mayor Wally Campbell, SECONDED BY Councilmember Benita Beckles to APPROVE the Use Permit request, as amended, for a limited outdoor display and storage (Tractor Supply Co.) on a 0.32-acre portion of a 6.84-acre parcel (APN 500-03-003M) located at the northwest corner of North Central Avenue and West Van Buren Street (the "Property") subject to stipulations. The motion carried as follows:

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

Passed - Unanimously

8. REZONE APPROXIMATELY 1,505 ACRES FROM ESTRELLA PHASE II PAD TO ESTRELLA 14 PAD

Mayor Pizzillo opened the Public Hearing at 5:24 p.m

Ann Dolmage, Principal Planner, presented a request to rezone approximately 1,505 acres located on the east side of Estrella Parkway south of Estrella Foothills High School, known as Community 14, within the current Estrella Phase II Planned Area Development (PAD). Ms. Dolmage reviewed the rezoning history and current zoning of the site, noting that a majority of the property is designated Neighborhood land use in the 2035 General Plan, with a smaller area designated as Business and Commerce; these designations allow for a mix of residential, commercial, and employment uses, as well as Village Center overlays and Growth Corridors intended to serve neighborhood destinations.

Ms. Dolmage explained that the applicant's proposal to rezone the area to Estrella 14 PAD would retain similar land use permissions but introduce six layered Land Use Groups (LUGs), each with specific zoning districts, and revised development standards. She outlined key elements of the plan, including the number of residential units, open space, commercial, and mixed-use.

Ms. Dolmage reported that the proposed rezoning reduces the total residential units from 8,400 to 6,034, including an 81% decrease in multi-family units (from 4,516 to 864), while also increasing the minimum open space acreage. She reviewed the public participation process and resident concerns received, and concluded by noting that the Planning and Zoning Commission voted 5-1 to recommend approval to the City Council.

Andrew Yancey, attorney with Bergin, Frakes, Smalley and Oberholtzer, spoke on behalf of the applicant. Mr. Yancey presented the history of Estrella and the updates to the General Plan. He reviewed the concept for the multi-family around the commercial corridor and confirmed the proposed number of dwellings, open space, and amenities.

Jeff Redmon, Goodyear resident, voiced his opposition to the rezoning due to traffic impacts on current residents.

Michael Durda, Goodyear resident, expressed his support of the rezoning, stating it will attract small businesses, increase parks and foster a diverse community.

Tom Blackman, Goodyear resident, expressed support for the new housing, but had concerns about the height of the multi-family buildings.

Russell Ferre, Goodyear resident, voiced support of the proposed plan, but had concerns about the reduced setbacks and traffic.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 5:59 p.m.

Jasmine Pernicano, City Clerk, read Ordinance No. 2025-1639 by title only.

In response to Council inquiry, Roric Massey, City Attorney, explained Proposition 207, Private Property Owners Protection Act, passed in 2006, protects the property owner from diminished property values due to a city's required changes.

In response to a Council inquiry, Ms. Dolmage confirmed the boundaries of the proposed area, stating it would not impact existing developed areas of Estrella. She noted that the highest intensity development would occur in the Core LUG near Willis Road and Estrella Parkway. She also noted that the applicant submitted the application for the rezoning before the General Plan 2035 was passed, but that it met the current guidelines.

In response to Council inquiry, Steve Scinto, Director of Engineering, explained that a traffic impact study is performed based on the phases of the development project. He also noted that Maricopa County standards are followed during plan review. He confirmed that the traffic needs will be addressed before the start of the development and referred to the city's transportation master plan in relation to regional improvements and Loop 303 timelines and changes.

In response to Council inquiry, Mr. Yancey explained that land will be provided for a new school, the area is planned as mixed-use, and development will occur in phases in compliance with the city's zoning ordinance. He confirmed maximum heights and reductions in residential types, summarized neighborhood meetings where opposition centered on multi-family, and clarified a portion of the site is currently zoned multi-family, but not all of it. He added that future changes in size or land use groups would require Council review.

Council acknowledged the staff and applicant's efforts and expressed support for the downsizing, commercial options and flexibility. Council expressed support for the rezoning.

MOTION BY Councilmember Brannon Hampton, SECONDED BY Councilmember Trey Terry ADOPT ORDINANCE NO. 2025-1639 CONDITIONALLY REZONING APPROXIMATELY 1,505 ACRES OF LAND GENERALLY LOCATED ON THE EAST SIDE OF ESTRELLA PARKWAY AND SOUTH OF ESTRELLA FOOTHILLS HIGH SCHOOL FROM THE ESTRELLA PHASE II PLANNED AREA DEVELOPMENT (PAD) TO THE ESTRELLA 14 PLANNED AREA DEVELOPMENT (PAD); AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR.

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

Passed - Unanimously

BUSINESS

9. NOTICE OF INTENT TO INCREASE UTILITY RATES AND SET THE PUBLIC HEARING DATE

Jared Askelson, Finance Director, presented the Notice of Intent to increase utility rates and set a public hearing date, which is required by State statute. Mr. Askelson confirmed there was no action to be taken on the rates at this time. He continued to explain the public notice process and the Citizen Water Advisory Committee (CWAC) rate recommendation of an overall rate increase of 7.30%. He reviewed the timeline and Council action tasks with a proposed effective date of the utility rate increase in January and February 2026.

Council requested that data is collected for the Council retreat from the West Valley region of benchmark cities on utility rates.

MOTION BY Vice Mayor Wally Campbell, SECONDED BY Councilwoman Vicki Gillis to ADOPT a notice of intention to increase water, wastewater, solid waste, newly proposed stormwater rates, and set a public hearing date of December 15, 2025. The motion carried as follows:

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

Passed - Unanimously

INFORMATION ITEMS

Wynette Reed, City Manager, introduced Brian Issit, Chief of Police, and Ed Paul, Deputy Fire Chief, to share about the involvement in the event held at State Farm Stadium on Sunday, September 21, 2025.

Chief Issit and Deputy Chief Paul reported on Goodyear Police and Fire support at the State Farm Stadium funeral, which was attended by dignitaries and up to 200,000 people. Ms. Reed expressed appreciation for their service in protecting the community and dignitaries.

Council expressed appreciation to the Police and Fire Departments for the work that was done.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

October 6, 2025

Council Meeting

5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:51 p.m.

Jasmine Pernicano, City Clerk

Joe Pizzillo, Mayor

Date: _____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on September 22, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2025.

SEAL:

Jasmine Pernicano, City Clerk

ITEM #: 3.
DATE: 10/27/2025
AI #:2867



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF 2026 COUNCIL MEETING CALENDAR

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

SUMMARY

Approval of the 2026 City Council Meeting Calendar establishes the meeting schedule for the upcoming year. The calendar serves as a planning tool to ensure timely decision-making, support meeting transparency and communication, and promote coordination among City Council, city staff and the community.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality



SAFE &
VIBRANT
COMMUNITY



INNOVATIVE & HIGH
PERFORMING
ORGANIZATION



INFRASTRUCTURE

RECOMMENDATION

Approve the 2026 Council Meeting Calendar. (Jasmine Pernicano, City Clerk)

FISCAL IMPACT

There is no fiscal impact from this item. The approval of the 2026 Council Meeting Calendar is an administrative action that does not incur any additional costs.

BACKGROUND AND PREVIOUS ACTIONS

In accordance with the City Council Meetings Rules of Procedure adopted by Council through Resolution No. 2025-2441, a Council Meeting calendar is presented and approved by the City Council no later than November 1 of each year for the upcoming calendar year.

STAFF ANALYSIS

The Council Meeting Calendar, included as Attachment A, outlines all anticipated City Council meeting dates for the upcoming calendar year. Dates for Regular Meetings, Work Sessions and Special Meetings may be added or cancelled throughout the year to accommodate the business of the city.

Meeting agendas are posted on the City's website and outside of City Hall in compliance with Arizona's Open Meeting Law, at least 24 hours in advance of the meeting. Generally, City

Council will hold its regular meetings each month in the Council Chambers at Goodyear City Hall, located at 1900 N. Civic Square.

Staff recommends approval of the 2026 Council Meeting Calendar, included as Attachment A.

Attachments

Attachment A - 2026 Council Meeting Calendar



2026 Council Meeting Calendar

Goodyear Civic Square, Council Chambers, 1900 N Civic Square, Goodyear, AZ 85395

JANUARY						
S	M	T	W	T	F	S
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FEBRUARY						
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MARCH						
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APRIL						
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JUNE						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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	Work Session
	Council Meeting
	Council Recess
	Council Retreat; 1 p.m.
	Holiday/City Offices Closed (In Observance)

	Election Day
	NLC/AZ League Conference
	City Manager/City Attorney Annual Review
	Budget; 1 p.m.
	8/10/2026 - Tentative Special Meeting for Election Canvass
	1/4/2027 - Induction Ceremony

All Council Meetings are scheduled for Mondays at 5:00 p.m., unless otherwise specified. Meetings are subject to change and may be canceled, rescheduled, or have items added as needed to address city business. Work Session may also take place on the same evening.

ITEM #: 4.
DATE: 10/27/2025
AI #:2841



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY

STAFF PRESENTER(S): Ryan Bittle, Finance Manager

SUMMARY

Approve Budget Amendments.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

Approve budget amendments, related expenditure authority, and the administrative award authority for expenditures exceeding \$500,000. (Ryan Bittle, Finance Manager)

FISCAL IMPACT

Fiscal impacts are outlined in the attached report. 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 FY2026 expenditure limitation budget was adopted on June 9, 2025, and the FY2026 Expenditures for Administrative Award was approved on May 19, 2025.

STAFF ANALYSIS

Budget transfers are permitted by Arizona Revised Statute 42-17106(B), which provides authorization for cities and towns to exceed expenditures in a budget item after final adoption of a city/town budget by transferring appropriations between budget items. All budget transfers are completed within city policy established by Resolution 2022-2256. Review of budget transfers keeps the Council and public informed about the city's current fiscal year revenues and expenditures. The Budget Amendment Report is included as Attachment A. If applicable, the revised items from the FY2026 Expenditures for Administrative Award are included in Attachment A.

Attachments

Attachment A - Budget Amendment Report

City Council - Budget Amendments Report - FY2026

Council Agenda Date: 10/27/2025

Date	Transfer Journal No.	Reason Needed	Amount	Ultimate Fund(s) Affected; Explanation	Funding From	Funding To
9/15/2025	340	Repurposing of 1-time funds to purchase two Ambulances.	\$595,300	Ambulance Fund	1-Time Fire/Ambulance Personnel	1-Time Fire/Ambulance Non-personnel
9/26/2025	1202	Allocate funds from the DEA Task Force asset forfeiture reimbursements to purchase ballistic helmets and a key management system.	\$260,000	General Fund	1-Time Fund Balance	1-Time PD Non-personnel
10/2/2025	55	Allocate funds to the HR Risk operating budget to fund the first year (of 3 years) of Ready Rebound, to provide expedited care and recover support for first responders.	\$66,300	General Fund	1-Time Fund Balance (CMO Contingency)	1-Time HR Non-personnel
10/2/2025	198	Move budget from IT intended for DSD office equipment.	\$13,000	General Fund	1-Time IT Non-personnel	1-Time DSD Non-Personnel
10/3/2025	90	Utilize fund balance from the Judicial Collection Enhancement Fund (JCEF) to staff a temp Court Specialist position	\$68,600	JCEF	JCEF Fund balance	JCEF Operations
10/13/2025	1450 & 435	Add budget authority in FY25 & FY26 for Retiree Healthcare. Previously budgeted as a transfer. - JE# 1450 FY25- \$182,600 - JE# 435 FY26- \$357,100	\$539,700	Retiree Healthcare Fund	1-Time Fund Balance	Retiree Healthcare Fund

FY2026 Expenditures for Administrative Award (If Applicable)					
Department Name			Current Amount	Proposed Increase/(Decrease)	Revised Amount
Reference	Project No.	Description			
26046	FD601	Ambulance Purchase	\$ 1,678,400	\$ 595,300	\$ 2,273,700
26106	61003	Site 23: Generator Replacement Booster Station	\$ -	\$ 600,000	\$ 600,000
			\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -

ITEM #: 5.
DATE: 10/27/2025
AI #:2892



CITY COUNCIL ACTION REPORT

**SUBJECT: INTERGOVERNMENTAL AGREEMENT (IGA) WITH BUCKEYE UNION
HIGH SCHOOL DISTRICT NO. 201 FOR SCHOOL RESOURCE OFFICER
(SRO) SERVICES**

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

SUMMARY

The city of Goodyear and Buckeye Union High School District No. 201 wish to enter into an IGA to provide School Resource Officers (SRO) services to Estrella Foothills High School. Under the terms of the agreement, the city will provide trained and certified law enforcement personnel to serve as the SRO on school grounds. This partnership aims to ensure a safe learning environment by providing an on-campus police presence and fostering positive relationships between students and law enforcement.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the IGA with Buckeye Union School District No. 201 for SRO services at Estrella Foothills High School and authorize the Mayor or designee to execute the documents necessary to allow the Goodyear Police Department to participate in the SRO program. (Brian Issitt, Chief of Police)

FISCAL IMPACT

The Police Department's FY2026 base budget includes the full cost of the SRO program and positions. During the school year, the SRO's salary will be funded from the district operating budget, excluding holidays, breaks and summer vacations. Per the IGA Buckeye Union High School will pay 50% of SRO's hourly rate plus benefits during 10-month school year and will be invoiced quarterly. Revenue from the school district is recorded into the General Fund.

BACKGROUND AND PREVIOUS ACTIONS

The Council was briefed on the Goodyear Police Department's SRO Program during the March 26, 2018, Work Session. Since that time, the city of Goodyear has continued to support SRO programs in collaboration with educational institutions to promote safety and community engagement. This proposed intergovernmental agreement continues that commitment by formalizing a partnership with Estrella Foothills High School in the Buckeye Union High School District to provide ongoing SRO services.

STAFF ANALYSIS

The presence of an SRO on campus enhances school safety, promotes early intervention, and builds trust between students and law enforcement. Shared funding reduces the financial burden on each entity while ensuring a qualified officer is present during school hours. Staff have determined that this agreement is in alignment with the city's strategic objectives and represents a fiscally responsible and community-focused initiative.

A copy of the intergovernmental agreement (IGA) with Estrella Foothills High School is provided as Attachment A.

Attachments

Attachment A - IGA Estrella Foothills High School

INTERGOVERNMENTAL AGREEMENT
BETWEEN
BUCKEYE UNION HIGH SCHOOL DISTRICT NO. 201
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of **July 1, 2025** between the City of Goodyear, an Arizona municipal corporation (the "City") and the Buckeye Union High School District No. 201, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Estrella Foothills High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Estrella Foothills High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT § 11-952

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be provided:

A. The City shall provide SRO Services to the District at Estrella Foothills High School on an hourly basis, as required by the Principal, but not to exceed 40 hours per week.

B. The Goodyear Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Goodyear Police Chief, at his sole discretion.

C. The SRO will assist the Principal with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Goodyear Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Principal.

D. When school is not in session, including all breaks, school-observed holidays and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of the SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records reports, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Goodyear Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II – OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Quarterly: The District shall reimburse the City quarterly for the services it provides pursuant to Section I above.

A. The District shall pay 50% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month school year and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Estrella Foothills High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Goodyear Police Department supervisor before working on school-related overtime. The District will not pay for any SRO Services for any one or two week-long school breaks in October, December, January and March, except as stated above, nor for any personal vacations taken by an SRO nor any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space: The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training: The District shall pay \$500.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provides SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District: No District or Estrella Foothills High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III – GENERAL TERMS AND CONDITIONS

3.1 Indemnification: To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from, and against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and hat result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term: The term of this Agreement shall be for one year from July 1, 2025 until June 30, 2026, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel: The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Goodyear Police Officer.

3.4 Independent Contractor: The City acknowledges and agrees that the SRO Services provided under this Agreement are being provide as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. The City, it's employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance if the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records: Both parties shall maintain the records required in this Agreement in accordance with Arizona Public Records retention requirements.

3.6 Termination Either party may terminate this Agreement upon 30 days written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and upon the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

3.7 Notice and Requests: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the

party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Goodyear
 1900 N. Civic Square
 Goodyear, AZ 85395
 Attn: Wynette Reed, City Manager

With copy to: Roric Massey, City Attorney
 1900 N. Civic Square
 Goodyear, AZ 85395

If to the District: Buckeye Union High School District
 1000 E. Narramore Ave
 Buckeye, AZ 85326
 Attn Dr. Steve Bebee, Superintendent

With a copy to: Nathan D. Schott, District Attorney
 125 E. Elm Avenue
 PO Box B
 Flagstaff, AZ 86001

Or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.8 Severability and Savings: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation: The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and

is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then current year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement: This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation: The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. §38-511.

3.13 Workers' Compensation: An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation".

3.14 FERPA Compliance: Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination: Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement: The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property, shall be returned to its original owner.

3.17 E-Verify: To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements: The parties shall comply with the fingerprinting requirements of ARIZ. Rev. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Processes to Address Student Misconduct: The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

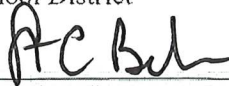
"City"

CITY OF GOODYEAR, an
Arizona municipal corporation

By: _____
Joe Pizzillo, Mayor

"District"

BUCKEYE UNION HIGH
SCHOOL DISTRICT NO. 201, an
Arizona School District

By:  _____
Dr. Steve Bebee, Superintendent

Date: _____

ATTEST:

Jasmine Pernicano, City Clerk

In accordance with A.R.S. § 11-952 (D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws State of Arizona.



Nathan D. Schott, Attorney for the District

Roric Massey, Attorney for the City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
BUCKEYE UNION HIGH SCHOOL DISTRICT NO. 201
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Goodyear Police Department SRO Program]

See following pages.



GOODYEAR POLICE DEPARTMENT

Policy and Procedure Manual

POLICY 3.63 SCHOOL RESOURCE OFFICER UNIT

Effective:
09/18/2020

Replaces:
01/13/2013

Approved:


1. PURPOSE AND SCOPE

1. It is the policy of the Goodyear Police Department to maintain a School Resource Officer (SRO) Unit. The success of the program depends upon the respect and confidence developed with students, parents, and staff. Fundamental to building trust on campus is the fair and equitable treatment of all individuals. Whether student, parent or staff, all persons must be treated with dignity and respect.

2. SCHOOL RESOURCE OFFICERS' MISSION STATEMENT

1. To enhance a safe atmosphere in community schools, foster a positive relationship with community youth, and develop strategies to resolve problems affecting youth.

3. GOALS AND OBJECTIVES

1. The Goodyear Police Department's SRO Unit intends to provide law enforcement services and law-related education to the high schools within the City of Goodyear. The unit members also act as liaisons between the schools, the community and the Police Department, as well as various agencies such as the Department of Child Safety, the Juvenile Probation Department, and other intervention and counseling resources.
2. The goals and objectives of the SRO Unit are:
 - A. To keep school campuses safe, so that teachers can teach and students can learn.
 - B. Provide students with a positive role model through the exhibition of Department and City core values.
 - C. Interact with students in a setting that builds self-esteem and trust and reinforces the police as role models.
 - D. Interact with students, faculty, community, parents, and civic leaders to promote positive relations.
 - E. Provide a classroom resource for instruction. Educate students about the law and the importance of individual responsibility as well as teambuilding and cooperation within the community.
 - F. Serve as a resource for the students, teachers, and parents. Serve as a primary resource to students who are victims and suspects of unlawful or harmful activity in order to deter and protect them from further harm.
 - G. Partner with the faculty and administrative team to teach the importance of good safety practices through various educational programs.
 - H. Provide an active law enforcement figure on campus to deal with any law and safety/public order issues and take appropriate enforcement action when necessary.

4. AUTHORITY

1. As a law enforcement officer, the SRO is responsible to the Chief of Police through a supervisory chain of command and is subject to Department Policies and Procedures. As an employee of the Goodyear Police Department, the chain of command begins with their Sergeant and progresses to the Chief of Police.
 - A. The Goodyear Police Department recognizes and respects the authority of the principal, and his or her designee, to be the primary leader and manager of the school campus. The SRO, however, has the authority and responsibility to ensure proper decisions are made in

reference to crimes, crime scenes, and any incidents that pose a serious threat to public safety.

- B. During any law enforcement-related event on a school campus, the SRO will consult the principal or designee in the law enforcement decisions being made to resolve the incident, when feasible. During any law enforcement related event, it may become necessary for the SRO to temporarily take charge of the incident and or school campus to protect the integrity of the investigation and / or crime scene, and ensure the safety of the students and staff, until properly relieved.
2. All Goodyear Police Department SROs will be sworn peace officers. As such, the SROs possess the same authority and powers of arrest as any other state or local law enforcement official regardless of whether they are on or off school property.
- A. When performing the duties of a police officer in the school environment, the officer shall have an understanding of the administrative responsibilities the school has in resolving misbehavior.
 - B. The SRO will be familiar with the student handbook of their respective school.
 - C. They will also support the concept that teachers have the right to teach and students have the right to learn.
 - D. In dealing with misconduct and disruptive behavior, the SRO is mindful of the fact that respect for others is an extension of one's own self-respect.
 - E. Conduct with students should be of a quality that reinforces positive self-image, self-esteem, and professionalism.

5. THE PROGRAM

1. TRIAD CONCEPT

- A. As a role model, the SRO is compelled to always present themselves in a professional manner. Through their appearance and actions, the SRO leads by example through their day-to-day contact with students, parents and staff members. They treat everyone in a manner that is respectful, fair and consistent regardless of race, national origin, citizenship, religion, ethnicity, age, gender, sexual orientation, or socio-economic status.
- B. The following outline is a guide that reflects the "philosophy" of the Goodyear Police Department's SRO Unit. The program is based on the premise that the SRO serves the following basic functions from the "Triad Concept" supported by the National Association of School Resource Officers (NASRO):
 - 1. Law Enforcement Officer: The SRO's primary role on campus is that of a law enforcement officer. They will enforce all applicable laws in a fair and consistent manner. As a general rule, SROs will not get involved with the enforcement of school rule violations unless there is a violation of State law, as well.
 - 2. The SRO will conduct investigations for all crimes that occur on their designated school campus.
 - 3. The SRO, when available, will assist in conducting investigations for other crimes off campus that may have a direct effect on a student or the school community.
 - 4. The SRO, when available, will be the "case officer" for crimes committed at their designated school.
 - 5. When necessary, the SRO may arrest, detain and or hold suspects in-custody as prescribed by law and Department policy.
 - 6. Some serious crimes require specialized expertise or logistical support to investigate. Under these circumstances, an appropriate detective will be assigned as the case officer. The SRO will then assist the detective, and function as the liaison between the victim, the school staff, and the Police Department.

7. The SRO can address parking and traffic concerns that affect the school and surrounding community.
 8. The SRO may conduct and or coordinate traffic enforcement details to encourage compliance with State and local traffic laws.
 9. The SRO will coordinate with school staff to promote crime prevention programs and enhance the police/community relationship with the surrounding neighborhoods. This may be accomplished through foot and vehicle patrol of the school grounds and adjacent areas.
 10. The SRO will work with the high schools to address truancy issues. High schools participate in a truancy prevention program called "Courts Unified Truancy Suppression" (CUTS).
- C. Teacher: As a teacher, the SRO can present a diverse curriculum in the area of Law-Related Education (LRE) to the students, parents and the staff. LRE includes classes in the areas of personal safety, wellness, and criminal and traffic law.
- D. Counselor: As a counselor, the SRO can act as an advisor, mentor and mediator to students, parents and staff. They use their professional experience to counsel and educate people on law-related issues. When a higher level of expertise is required, the SRO can refer the person seeking aid or guidance to the appropriate agency or resource.
2. SRO DUTIES AND RESPONSIBILITIES
- A. The following are the primary duties and responsibilities of the SROs:
1. Conduct classroom instruction, utilizing approved lesson plans, on prevention and education in appropriate subjects to high school students, faculty, and staff, in accordance with the SRO and Department mission statements.
 2. Take appropriate action for any on-sight situations requiring police attention.
 3. Act as a liaison and resource between the law enforcement community, other governmental agencies, and the school.
 4. Interact with students to promote and reinforce the development of basic life skills and personal control and responsibility for one's actions.
 5. Conduct investigations involving school or students.
 6. The SRO may participate in parent conferences, especially when potential delinquency is a factor. The SRO may have input into intervention and preventive strategies and community resources available.
 7. Participate in special assignments related to Departmental activities such as the point of contact for major events.
 8. Inform the school administration of current student criminal involvement and criminal trends that affect the safe environment of the school, as needed. It is also recommended that the SRO maintain a relationship with the assigned Juvenile Probation Officer for their school, and obtain a list of juvenile probationers.
 9. Perform preventive patrol for students in route to and from school. Attention will be directed to observations pertinent to the safety and well-being of children.
 10. Interact with uniform patrol in order to share information and work together on matters of mutual concern.
 11. Attend special events as necessary to interact and prevent problems.
 12. Participate in various Department-sponsored and endorsed activities that foster a positive relationship between the students and the SRO.
 13. Maintain contact with the SRO Supervisor in order to facilitate administrative needs.
 14. Attend scheduled meetings of all assigned SROs that may be established by the supervisors for information exchange and resolution of special problems.

15. Attend monthly SRO meetings with the SRO Supervisor. These will be held on the school campuses and will rotate each month.

6. SCHOOL ENFORCEMENT

1. SEARCHES

- A. The SRO must follow Departmental Policy and respect the School's policy in conducting searches. The rules of criminal evidence apply in school exactly the same as they apply in other circumstances.
 1. The school administration cannot be used as an agent to search a student's locker.
 2. The school administrator has the authority to search a locker prior to police knowing a crime has been committed. Once the SRO is aware of the criminal situation, the SRO must brief the SRO Supervisor and obtain a search warrant for a student's locker.
 3. Unless EXIGENT CIRCUMSTANCES EXIST, or you have CONSENT, get a warrant.

2. CRITERIA FOR EMERGENCY / NON-EMERGENCY CALLS

- A. These criteria are designed as a guide. In most cases, the SRO will take disposition of a call for service on their designated campus.
- B. For all situations that require immediate police response, schools should call 9-1-1 and then call their designated SRO. Listed below are some examples of situations that require an immediate police response:
 1. Immediate life-threatening emergency
 2. Large or serious fight in progress
 3. Unruly crowds
 4. Disruptive parent who will not leave or calm down
 5. Bomb threats
 6. Child abuse (in progress and welfare of child)
 7. Crime in progress where the protection of evidence is essential, or the apprehension of the violator is possible
 8. Safety hazards (i.e., chlorine, natural gas leaks)
- C. For those situations that require police services but do not require an immediate response, the school should call the SRO assigned to the school. If the SRO is not able to respond, the school should call for an on-duty patrol officer. Listed below are some examples of situations:
 1. Students who are found to be in possession of illegal contraband or drugs, and the item has been confiscated (contraband must be placed into evidence the same day)
 2. Mandatory Reporting Law (A.R.S. 13-3620)
 3. Burglary (where the school is the victim and evidence may be present)
 4. Vehicle burglaries with the victim standing by
 5. Assaults (with serious injury)
- D. For the following situations that require police services but where time is not of the essence, the school should call the SRO assigned to the school and advise them of the situation. The SRO can then take the information for the police report the next time the SRO is on the campus.
 1. Theft (no suspects, no witnesses)
 2. Assaults (which are over and under control with little or no injury, or where students have already been sent home, no suspects, no witnesses.)
 3. Threats or intimidation (no suspects, no witnesses.)
 4. Criminal damage (no suspects, no witnesses)

5. And any other incident of a minor nature, status offense, City Code violation, etc.

7. SRO WORK HOURS

1. The main function of the SRO is to be on campus during school hours.
2. SRO work hours are varied according to individual school needs.
 - A. Work schedules should remain flexible based upon the needs of the school on any given day / event.
 - B. Officers are encouraged eat lunch on campus during their lunch break, which will be factored into their eight-hour work day.
 - C. SROs are required to obtain prior approval from a supervisor on any overtime. This can be accomplished by calling or e-mailing the SRO Supervisor.
 - D. Although not mandatory, SROs are encouraged to take vacation or attend trainings when school is not in session.
3. During extended school breaks (i.e., winter, summer break), SROs will be assigned to duties by the SRO Supervisor. These duties may include the Teen Academy, or temporary assignment in the patrol division.
4. When sick leave / family sick leave is necessary, the SRO must inform the Principal by telephone or contact the attendance office personnel to relay that information prior to the start of school (preferably one hour prior.) The SRO must also notify the SRO Supervisor per Department Policy.

ITEM #: 6.
DATE: 10/27/2025
AI #:2876



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF SETTLEMENT AGREEMENT WITH FORESITE DESIGN AND CONSTRUCTION, INC.

STAFF PRESENTER(S): Roric Massey, City Attorney

SUMMARY

Approval of the Settlement Agreement with ForeSite Design and Construction, Inc. will resolve the current litigation in the ForeSite Design & Construction v. City of Goodyear matter.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality



INFRASTRUCTURE

RECOMMENDATION

Approve the Settlement Agreement with ForeSite Design and Construction, Inc., and authorize the City Manager to execute the documents necessary to complete all remaining actions to resolve the current litigation in ForeSite Design and Construction, Inc. v. City of Goodyear. (Roric Massey, City Attorney)

FISCAL IMPACT

The negotiated settlement amount is \$109,000 to resolve all claims between the parties. The unallocated fund balance will be utilized to fund the expenditure and settle the claim.

BACKGROUND AND PREVIOUS ACTIONS

On February 27, 2023, the City Council approved the expenditure of funds in the amount of \$6,154,200 for Project #30008 for the renovation of Fire Station 183.

STAFF ANALYSIS

This settlement agreement will resolve pending litigation between the two parties related to a contract for renovations of Goodyear Fire Station 183. The parties entered into a Cooperative Purchase Agreement for the project with a maximum contract amount of \$5,000,000. Through various change order requests, some disputed, the final project cost exceeded the maximum contract amount. ForeSite filed a Notice of Claim related to outstanding change orders in the amount of \$164,216.13. The parties have negotiated a settlement of those outstanding change

orders at \$109,000 to resolve the litigation and settle all claims. The Settlement Agreement is included as Attachment A.

Attachments

Attachment A - Settlement Agreement

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “Agreement”) is made by and between ForeSite Design & Construction, Inc. (“ForeSite”) and the City of Goodyear (the “City”) on this ____ day of October, 2025. ForeSite and the City are hereinafter together referred to as the “Parties.”

RECITALS

A. ____ In early 2023, the Parties entered into that certain First Cooperative Purchasing Agreement CON-22-6608 (the “Purchase Agreement”) and Purchase Order # 22301282 (the “Purchase Order”), wherein ForeSite agreed to provide general contracting services to the City related to the City’s planned remodel of Fire Station 183, located at 3075 N. Litchfield Road, Goodyear, AZ (the “Project”).

B. ____ ForeSite performed its work on the Project (including pre-construction services) between April 2022 and June 2024.

C. ____ Disputes arose between the Parties regarding certain Change Requests ForeSite submitted to the City for payment (the “Disputes”).

D. ____ As a result of the Disputes, ForeSite submitted a Notice of Claim to the City under A.R.S. § 12-821.01 (the “Notice of Claim”) and ultimately filed suit against the City in Maricopa County Superior Court Case No. CV2025-023676 (the “Lawsuit”).

E. ____ To avoid further risk and expense of litigation, to resolve the above-referenced Disputes and Lawsuit, the Parties wish to enter into this Agreement on the terms identified herein.

NOW, THEREFORE, in consideration of the mutual releases and for other good and valuable consideration referred to herein, the Parties agree as follows:

SETTLEMENT TERMS

1. ____ **Settlement Payment.** The City agrees to pay ForeSite the sum of One Hundred Nine Thousand Dollars (\$109,000.00) made payable by wire transfer to ForeSite by no later than November 10, 2025 (the “Settlement Payment”).

2. ____ **Mutual Release.** Upon ForeSite’s receipt of the Settlement Payment, the Parties hereby release and forever discharge one another and their respective officers, directors, members, heirs, successors, assigns, agents, insurers, sureties, attorneys, affiliates, administrators and past, present, and future representatives from all past, present or future claims (including administrative claims), demands, causes of action, damages, losses, liabilities, debts, demands and lawsuits, including attorneys’ fees and court costs, asserted or not, whether known or unknown, suspected or unsuspected, which either may have, or at any time ever had, in any way arising from or related to the Project, Purchase Agreement, Purchase Order, Disputes, Notice of Claim and Lawsuit including, but not limited to, all claims which were or could have been asserted in the Lawsuit.

3. Warranty. Each of the Parties warrants that it/she/he has standing to release the others from the respective claims that are to be released pursuant to this Agreement, and that these claims have not been, nor will they be in the future, assigned or transferred.

4. No Admission of Liability. This Agreement is a compromise of a disputed claim, and the consideration is not to be construed as an admission of liability on the part of either party. It is agreed and understood that the Parties deny all allegations of liability and agree to resolve this matter solely for the purpose of reaching a mutually agreeable settlement. Such compromise and settlement do not constitute an admission of the truth or validity of the matters in controversy, nor shall it be construed as such.

5. Legal Capacity. Each of the undersigned warrants that he/she/it is of legal age, legally competent to execute this Agreement, and has the authority of the party for whom the undersigned is executing this Agreement.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

7. Benefit of Counsel. Each of the Parties warrants that he/she/it has read the entire Agreement, understands it and has received or had the opportunity to receive independent legal advice from counsel to the extent he/she/it considers it warranted as to the advisability of executing this Agreement and with respect to all matters contained herein.

8. Joint Product. This Agreement is the product of bargained-for arms-length negotiations between the Parties and their counsel in good faith and without collusion and shall not be construed for or against any party or its representative(s) as a result of any purported authorship thereof.

9. Arizona Law. This Agreement shall be construed according to the laws of the State of Arizona.

10. Counterparts. This Agreement may be executed in one or more counterparts and, when those counterparts are taken together, shall constitute one original Agreement. True photocopies and/or facsimile copies of signatures shall be deemed as effective as original signatures.

11. Attorneys' Fees. In the event of any breach of this Agreement and/or any action taken to enforce this Agreement or address a breach thereof, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and any costs incurred in connection therewith, including non-taxable costs and legal expenses.

12. Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties concerning its subject matter and integrates and supersedes all other agreements of any kind, whether verbal or in writing, relating to the subject matter of this Agreement.

WHEREFORE, the Parties have executed this Agreement, intending to be legally bound by it, on the date affixed by their signature.

FORESITE DESIGN & CONSTRUCTION, INC.

By: _____

Its: _____

Date: _____

THE CITY OF GOODYEAR

By: _____

Its: _____

Date: _____

Approved as to Form:

City Attorney

Attested to:

City Clerk

ITEM #: 7.
DATE: 10/27/2025
AI #:2927



CITY COUNCIL ACTION REPORT

SUBJECT: EMPLOYMENT AGREEMENT FOR PRESIDING MUNICIPAL JUDGE

STAFF PRESENTER(S): Lyman Locket, Human Resources Director

SUMMARY

At the City Council Special Meeting held on October 6, 2025, Council voted to reappoint Presiding Judge Manuel Delgado to a new two-year term. This item formalizes the employment agreement provisions approved by Council at the meeting. Approval of this item includes the provision of 80 hours of executive leave, aligning Judge Delgado with those of other charter officers.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

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

FISCAL IMPACT

There is no fiscal impact associated with the approval of this employment agreement. It is anticipated that the current operating budget within the Municipal Court Budget is sufficient to pay for these costs.

BACKGROUND AND PREVIOUS ACTIONS

The Judicial Advisory Committee conducted a comprehensive review of Presiding Judge Manuel Delgado's performance and subsequently provided a recommendation for reappointment to City Council. City Council met with Judge Delgado on October 6, 2025, and unanimously voted for his reappointment to a new two-year term.

STAFF ANALYSIS

Staff has conducted a review of compensation and confirm this action will align all charter officers with the provision of executive leave. The Presiding Judge's Employment Agreement is included as Attachment A.

Attachments

Attachment A - Presiding Judge Employment Agreement

Employment Agreement

DATE: October ____, 2025

PARTIES: The City of Goodyear
A Municipal Corporation
1900 N. Civic Square
Goodyear, Arizona 85395
("City")

Hon. Manuel Delgado
C/O Goodyear Municipal Court
14455 W. Van Buren St., Suite B-101
Goodyear, AZ 85338
("Judge")

RECITALS:

- A. Upon the recommendation of the Goodyear Judicial Advisory Committee, the Goodyear City Council has re-appointed Judge Delgado to be the Presiding Municipal Court Judge at the Goodyear Municipal Court.
- B. The Judge is an attorney and member in good standing with the Arizona State Bar Association and is permitted to practice in Arizona by the Arizona Supreme Court.
- C. City Council desires to appoint Judge to a term as Goodyear's Presiding Municipal Court Judge upon the terms and provisions hereafter contained.
- D. This Contract is based on Arizona's Constitutional requirement of separation of powers and the necessity of judicial independence to preserve and protect that separation. This Contract shall set forth parameters, guidelines, duties, and compensation during the term of this Contract.

AGREEMENT: THEREFORE, the parties agree as follows:

- 1. City herewith employs Judge, and Judge agrees to become employed, as Presiding Municipal Court Judge of the Goodyear Municipal Court for a term of two years beginning October 23, 2025, and terminating at midnight on October 22, 2027, unless sooner terminated as provided herein.
- 2. Judge will fulfill the duties of Presiding Municipal Court Judge as provided by the job description, state statute, City Charter, Municipal Code, and any other applicable rules, laws, ordinances, or regulations.

3. City in its legislative capacity shall consider and appropriate reasonable funds to fund the services of a pro-tem judge. Additional hours, if needed for other reasons, may be requested and considered by the Council.
4. Judge shall, through the Court Administrator, act as the Chief Administrative Officer over the Goodyear Municipal Court. The Judge or his designee will regularly attend and participate in City Leadership Meetings as the court schedule allows.
5. Judge shall be considered a full-time employee of the City and devote as many hours as is necessary to effectively carry out the duties of the Presiding Municipal Court Judge. Judge shall, at a minimum, establish a weekly court schedule and shall be on duty pursuant to the schedule to preside over the regularly assigned calendar docket. In addition to the hours spent presiding over the regularly assigned calendar docket, the judge shall attend necessary training and conferences as required, attend meetings as required, be reasonably available to respond to after-hours requests for search warrants and protective orders, and address any other duties or work activities required of the Presiding Municipal Court Judge.
6. The Parties hereto agree that the Goodyear Municipal Court shall be governed by the provisions of Chapter 6 of the City Code of the City of Goodyear and such other charter provisions, laws, rules or regulations as may be deemed to have priority over the provisions of said Chapter 6.
7. City will provide adequate space and resources as may be reasonably necessary for the operations of the Goodyear Municipal Court. The Goodyear Municipal Court shall participate in the City of Goodyear budgeting and related planning processes.
8. City agrees to pay Judge a base salary in the amount of \$253,969 per year for the term of this Agreement, payable in installments at the same time that the other management employees of the City are paid. Additionally, the City shall make one annual deposit, on the first day of July of each year, to a City-offered 457 Deferred Compensation Plan in the amount equal to 10% of the base salary amount. Alternatively, the Judge may elect to have the City contribution to the Deferred Compensation Plan deposited pro-rata over twenty-six (26) pay periods, up to the IRS limit. In the event the Judge elects to have the Deferred Compensation Payments made over twenty-six (26) pay periods, the Judge shall notify the Human Resources Department of his election no later than December 15 of each year, and the contributions shall commence on the first pay period in January.

Should the City Council grant pay increases to the general non-represented employees for the Fiscal Year 2026-27 Budget, the Presiding Judge will receive a corresponding percentage increase to his Base Salary effective October 23, 2026 for the second year of his Employment Agreement.

9. Automobile Allowance: The Judge's duties require that he shall have the use of an automobile at times during his employment. Employer shall provide a sum of \$400 per month to the Judge as an automobile allowance. The automobile allowance paid pursuant to this Section 9 shall be in lieu of any other mileage or expense reimbursement established by City policy relating to vehicle expenses. The Judge shall at all times maintain automobile insurance coverage for the Judge's vehicle consistent with state law.
10. Judge agrees to remain in exclusive employ of the City for the time period defined in Section 1 of this Agreement, and not to accept any other employment or to become employed by any other employer until termination of his employment, unless an earlier termination date is accepted as hereinafter provided.
11. The Parties agree that Judge shall have the right to terminate this Contract upon thirty (30) days' written notice to the Mayor and Council for City. The City shall not be entitled to terminate this Contract prior to the expiration hereof except for cause as may be permitted or required by law. For the purposes of this contract, "cause" shall be defined as follows: (i) conviction of Employee of any misdemeanor involving personal gain to Employee or any felony act, (ii) knowing malfeasance or misfeasance in office; (iii) any other conduct which clearly brings the Employer into disrepute, contempt, scandal or ridicule or that reflects unfavorably upon the reputation or the high moral or ethical standards of the City; (iv) or any other failure to uphold his obligations under the City Charter, City Code, or other applicable laws. The parties recognize that the Judge must be able to exercise his judicial discretion in the exercise of his official duties and in making judicial decisions in the resolution of cases in the Goodyear Municipal Court. Accordingly, the parties agree that no cause shall arise from the Judge's exercise of judicial discretion in the performance of his official judicial duties.

Judge will provide quarterly written reports regarding the operation of the Goodyear Municipal Court to the Goodyear City Council, and one in-person annual report on the Judicial Branch at a regularly scheduled worksession of the Goodyear City Council in January of each year.

12. The Judge shall be entitled to the following:
 - a) Judge shall accrue 96 hours of sick leave annually.
 - b) Judge shall accrue hours of vacation leave under the City normal accrual rate for employees of similar seniority and based on years of membership with the Arizona State Retirement System. Judge shall be eligible to accrue and maintain unlimited sick leave and 320 hours of vacation leave. Accrued leave hours in excess of the maximums not taken annually by December 31, shall be written off the records unless such maximums of accrued leave are increased for other non-

represented employees of the City, in which case, those increased maximums shall also apply to the Judge.

- c) It is recognized that the Judge is expected to engage in the hours of work that are necessary to fulfill the obligations of the position. To that end, Judge will be allowed 80 hours of annual executive leave to be accounted for as accrued administrative leave, above and beyond any normal vacation accruals. Such executive leave shall be deposited into the Judge's administrative leave account on November 1, of each contract year. Judge shall be eligible to maintain a maximum of one hundred (100) hours of executive leave, and accrued executive leave shall not be eligible to be paid out upon separation of employment. Hours in excess of the maximum accrual shall be lost at the end of each calendar year unless authorization to carry over is otherwise approved by the City.
 - d) Judge shall be entitled, upon termination of employment to payment of the lesser of: (i) 480 hours of accrued sick leave and all accrued vacation leave; or (ii) the actual sick leave accrued and actual vacation leave accrued as shown on the written records of the City. Notwithstanding the foregoing sentence, in the event the Judge separates employment from the Employer at a time when the Judge is otherwise eligible for retirement from the Arizona State Retirement System, the Judge shall be entitled to full payment for actual accrued sick leave and actual accrued vacation leave as shown in the written records of the Employer.
 - e) The accrued leave is provided notwithstanding City's policy encouraging available leave be taken annually for rest, relaxation, and recovery from illness.
13. So long as eligible under the respective benefit plans or programs, the Judge will be entitled to the following:
- a) Medical, dental, and life insurance benefits made available to City employees, provided that the Judge will pay (as a payroll deduction) that portion of the cost thereof as is paid by other employees.
 - b) The opportunity to participate in optional insurance or deferred compensation programs to the extent available.
 - c) Participation in the Arizona State Retirement Plan with contribution to be made by the Judge and the City consistent with the Plan.
 - d) The Judge shall be paid for City holidays consistent with the City Personnel Policies and Procedures Manual.
12. City shall defend, save harmless, and indemnify Judge against any tort, professional liability claim, or demand or other legal action, whether

groundless or otherwise, arising out of an alleged act or omissions within the scope of employment other than a claim for which it would be against public policy to indemnify the Judge. City shall compromise and settle any such claim or suit and pay the amount required to satisfy any settlement or judgment rendered thereon.

13. City agrees to budget and pay such professional dues and subscriptions on behalf of Judge as are necessary for full participation in national, regional, state, and local professional organizations, and chapters thereof, suitable and desirable for his continued professional participation, growth and advancement, and for the good of City. This will include but is not limited to Judge's annual dues for membership in the State Bar of Arizona. Said dues and subscriptions shall not exceed \$1,450.00 per contract year.
14. To the extent permitted by law, City shall budget and pay Judge's travel, conference registration, and subsistence expenses for professional and official travel, meetings, and related occasions adequate to continue Judge's professional development and pursuit of necessary official and other functions on behalf of City. City shall also budget and pay Judge's travel, registration, and subsistence expense for short courses, institutes and seminars necessary for Judge's professional development and continuing legal education requirements, and events that promote and benefit the City. The total of such expenses in the above shall not exceed \$4,500.00 per contract year.
15. **General Provisions**
 - a) This Agreement constitutes the full agreement between the parties; no amendment hereto shall be permitted during the term hereof except in writing, executed by the parties and with reference to this Agreement.
 - b) This Agreement and any amendments hereto shall be binding on the parties hereto, including their heirs or successors in interest.
 - c) This Agreement shall become effective and terminate as defined in Section 1 of this Agreement, except as otherwise provided for within this Agreement.
 - d) The terms and provisions of this Agreement are severable, and if any part hereof shall be held unconstitutional, invalid, or otherwise unenforceable, the remainder shall remain in full force and effect.
 - e) Any notice required under this Agreement by its terms or reasonably necessary to fulfill the terms of this Agreement shall be deemed delivered if, to City, such notice is delivered to the City Clerk at City Hall; and if to Judge, such notice is delivered to his residence according to the address maintained on file at City Hall. Notices shall be delivered by certified mail (addressee only; return receipt requested) or by hand with appropriate return.

- f) Actions, duties, and obligations granted or imposed on the City pursuant to this Agreement shall be exercised by the vote of four or more council members (the Mayor shall be counted as a voting member of the City Council). The City Council may provide for a designee to take such actions on its behalf as may be consistent with the terms and provisions of this Agreement.
- g) Notwithstanding any agreements and/or intergovernmental agreements that the City may enter with other municipalities for the provision of municipal court services, the Parties agree that the Judge is in the exclusive employment of the City and shall report only to the Goodyear City Council and/or the Supreme Court of Arizona consistent with the City Charter, and Supreme Court rules and regulations.
- h) The Judge and City have mutually agreed to performance objectives to be utilized during the Judge's next performance review prior to the expiration of this Agreement in approximately September 2027 (attached as Exhibit A).

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date aforesaid.

CITY OF GOODYEAR, an Arizona
Municipal corporation

Hon. Manuel Delgado
(Presiding Municipal Court
Judge)

By: _____
Mayor Joe Pizzillo

Hon. Manuel Delgado

Attest:

City Clerk

(Seal)

APPROVED AS TO FORM:

City Attorney

**Judge Delgado
Proposed Goals & Objectives
2025-2027**

GOALS:

1. Continue Q12 Employee Engagement, focusing on the Lean Impact Effort Matrix, in partnership with HR.
2. Evaluate and make recommendations to Council regarding the creation of a Specialty Court addressing Mental Health (SMI) defendants, either within the Goodyear Municipal Court or through an IGA with the Glendale City Court.
3. Improve the courtroom technology platform, with the goal of implementation of a virtual court proceeding docket for out-of-state defendants and to accommodate other special circumstances.

ITEM #: 8.
DATE: 10/27/2025
AI #:2842



CITY COUNCIL ACTION REPORT

SUBJECT: USE PERMIT FOR A CONVENIENCE USE DRIVE-THROUGH EAST OF THE NORTHEAST CORNER OF WEST INDIAN SCHOOL ROAD AND NORTH SARIVAL AVENUE, WITHIN PALM VALLEY PHASE V

STAFF PRESENTER(S): Christian M. Williams, Planning Manager

OTHER PRESENTER(S):

Madison Leake, Burch and Cracchiolo

SUMMARY

This is a Public Hearing to request a Use Permit for a convenience use drive-through on approximately 1.86 acres located east of the northeast corner of West Indian School Road and North Sarival Avenue (the Property).

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Use Permit request for a convenience use drive-through on a 1.86-acre parcel located east of the northeast corner of West Indian School Road and North Sarival Avenue, subject to Conditions of Approval. (Christian M. Williams, Planning Manager)

STIPULATIONS

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

FISCAL IMPACT

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

areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

On October 15, 2025, the Planning and Zoning (P&Z) Commission held a public hearing for this item. After the staff presentation, no speaker cards were received. At the conclusion of the public hearing, the P&Z Commission voted 6-0 to recommend approval, subject to the proposed Conditions of Approval which are included as Attachment A.

A Public Hearing notice for the City Council Meeting was published in the Arizona Business Gazette Republic Edition on September 26, 2025, at least 15 days prior to the meeting; postcards were mailed to 104 adjoining owners, located within five hundred (500) feet of the Property on September 16, 2025, and signs were posted/updated on the site on September 19, 2025.

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

STAFF ANALYSIS

Staff reviewed the details of the Applicant's request. Additional details such as the Project Narrative (Attachment B), Aerial Exhibit (Attachment C), Site Plan (Attachment D), Building Elevations (Attachment E), and Conceptual Landscape Plans (Attachment E) are included with this report.

Staff's review of the Applicant's request, specifically related to the Evaluation Criteria, is included as Attachment G.

Staff recommends that the City Council approve the Use Permit, consistent with the P&Z Commission's recommendation.

Attachments

Attachment A - Conditions of Approval

Attachment B - Project Narrative

Attachment C - Aerial Exhibit

Attachment D - Site Plan

Attachment E - Building Elevations

Attachment F - Conceptual Landscape Plans

Attachment G - Evaluation Criteria

Attachment H - Planning and Zoning Commission Staff Report

Staff Presentation

Attachment A – Conditions of Approval

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

1. All future development on the Property is subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation; and,
2. The Drive-Through Restaurant shall be designed and operated in accordance with the requirements of Section 4-2-18 of the Goodyear Zoning Ordinance; and,
3. The Drive-Through Restaurant shall not occupy more than fifty percent (50%) of a multi-tenant building; and,
4. The Drive-Through Restaurant shall mitigate food odors generated by its operations if it is determined to emit food odors discernible outside the boundaries of the Property by the Development Services Director, or designee. If the Drive-Through Restaurant is determined to emit odors beyond the boundaries of the Property, then an odor mitigation plan shall be submitted to the City of Goodyear that specifies the range of odor mitigation practices to be used onsite to control odor-emitting activities, sources, and locations. Prior to the issuance of a certificate of occupancy the odor mitigation plan must be approved by the Development Services Director, or their designee. The odor mitigation plan shall include, at a minimum:
 - a. An exhaust scrubbing device, such as the AirMaid Corona Glass Cell or similar product, shall be installed to mitigate odor impact to nearby residential developments. Such installation shall be reviewed and approved as part the building permit review; and
 - b. All mitigation measures in the approved odor mitigation plan shall be installed and completed prior to the issuance of a certificate of occupancy for the restaurant; and
 - c. The failure to maintain all approved mitigation measures in good working order shall be a violation of the terms of the Use Permit and unless timely corrected is grounds for the termination of the Use Permit.
5. The development of the Property shall conform to the standards designated for Lighting Zone 2 as established in Article 10, Outdoor Lighting Standards, of the City of Goodyear Zoning Ordinance; and,
6. All site lighting (building, parking, or security) shall be directed down with sharp cut-off directional lighting fixtures. All lighting on the site shall be dimmed to 50% between 10 p.m. and 6 a.m. No wall mounted lights, on the east side of the building, may be placed higher than above eight (8) feet above the building foundation. All under-canopy lights shall be screened by the canopy edge, such that the light source is not visible from the east property line; and,
7. Speakers for the drive-through facilities located on the Property shall not be audible from any residentially zoned property. Sound shall be mitigated using volume control, sound attenuation walls, landscaping, or other measures acceptable to the Zoning Administrator or designee; and,
8. The configuration and location of the proposed drive-through lanes and pick-up window and resultant traffic patterns shall be developed in substantial conformance with the

Attachment A – Conditions of Approval

preliminary site plan attached hereto. An amendment to the Use Permit shall be required if the Zoning Administrator determines that the site plan submitted for approval is not in substantial conformance with the preliminary site plan attached hereto; and,

9. In no instance shall queued vehicles obstruct designated fire lanes or public streets. Any observed obstruction by city staff shall be immediately remediated by the owner/operator and owner/operator shall prepare a traffic management plan to prevent future obstructions, which shall be completed and submitted to the Fire Chief and Director of Engineering or their respective designees within thirty (30) days of city staff's observation of the obstruction of the fire lanes and/or public streets. Said plan shall require approval from the Fire Chief and Engineering Director, or designees. The failure to comply with the requirements set forth herein can result in the termination of this Use Permit if the approved traffic management plan required herein is not in place and implemented in a timely fashion following city staff's observations of obstructions to designated fire lanes and/or public streets; and,
10. No signage is approved as part of this Use Permit. All signage proposed on the Property shall require separate submittal and review of sign permits, and shall comply with the City of Goodyear Zoning Ordinance and the following:
 - a. Internally illuminated signage shall not be placed on the east side of any building on the Property. External illumination is permitted as long as the light source is fully shielded and not visible; and,
11. Hours of operation for the Drive Through Restaurant shall be restricted to 5am to 10pm. Product or service deliveries associated with the restaurant shall be prohibited between the hours of 10:00 p.m. and 6 a.m.



April 22nd, 2025

City of Goodyear
Development Services
1900 North Civic Square
Goodyear, AZ 85395

Re: Project Narrative – Site Plan Application: NEC of Indian School Road & Sarival Road,
Goodyear, AZ (Project Number: PRJ24-00165)

Dear Reviewer,

This proposed site is located at NEC of Indian School Road & Sarival Road, Goodyear, AZ – 85395. Project number associated with this application is PRJ24-00165. We are submitting this project narrative along with other required documents for the Site Plan Application. The subject site is approximately 80,929 SF (1.86 acres) in size and the Maricopa County Assessor Parcel Number for this Property is #50162881C. This project proposes the development of a 10,000-square-foot retail building on an existing, single-tax parcel in the City of Goodyear, Arizona. The project site requires no subdivision or lot line adjustment and is zoned appropriately for the proposed use, so no rezoning is necessary.

Inside and Outside Use

The building will host multiple tenants, offering a range of commercial and service-related uses such as retail, food service, and personal care establishments. Interior spaces will be designed to accommodate diverse business operations, ensuring compliance with all applicable codes and regulations.

The site will include parking facilities, pedestrian walkways, landscaping, and designated areas for loading and unloading. The layout is designed to promote accessibility and traffic flow while maintaining a visually appealing streetscape. Additionally, we are proposing additional landscaping on the east side of the property to enhance aesthetics and provide further buffering where necessary.

Drive-Thru Considerations

Drive-thru is designed with careful consideration for the surrounding environment. The drive-thru has been strategically placed at a considerable distance from residential areas, ensuring that any potential disturbances from vehicle noise, speaker systems, and increased traffic flow are

minimized. By positioning the drive-thru in this way, we are prioritizing the comfort and peace of nearby residents while still offering the convenience of this feature. This thoughtful placement not only reduces noise levels but also helps alleviate traffic congestion near residential zones, fostering a harmonious balance between commercial and residential areas. Additionally, any potential light pollution from the drive-thru's signage or lighting fixtures has been minimized through the use of directed, low-impact lighting, further enhancing the proposal's sensitivity to the surrounding community.

Description of Noise, Lighting, and Odors

The proposed uses are expected to generate minimal noise beyond standard operational levels. Noise mitigation measures include appropriate building insulation and strategic site planning to minimize any potential disturbances to adjacent properties.

The site will feature exterior lighting designed to provide adequate illumination while preventing light spillage onto neighboring properties. Fixtures will be selected to ensure energy efficiency and compliance with local ordinances.

Any potential odor-producing activities will be managed through proper ventilation systems and operational best practices to ensure minimal impact on the surrounding area.

Hours of Operation

The tenants are expected to operate within standard commercial hours, with typical hours of operation ranging from early morning to late evening. Specific hours may vary based on tenant requirements and will comply with local ordinances.

Conclusion

The proposed commercial development is designed to provide a range of retail and service options to the community while ensuring compatibility with surrounding land uses and compliance with all applicable regulations. The project will contribute positively to the economic vitality and convenience of the area.

Thank you,



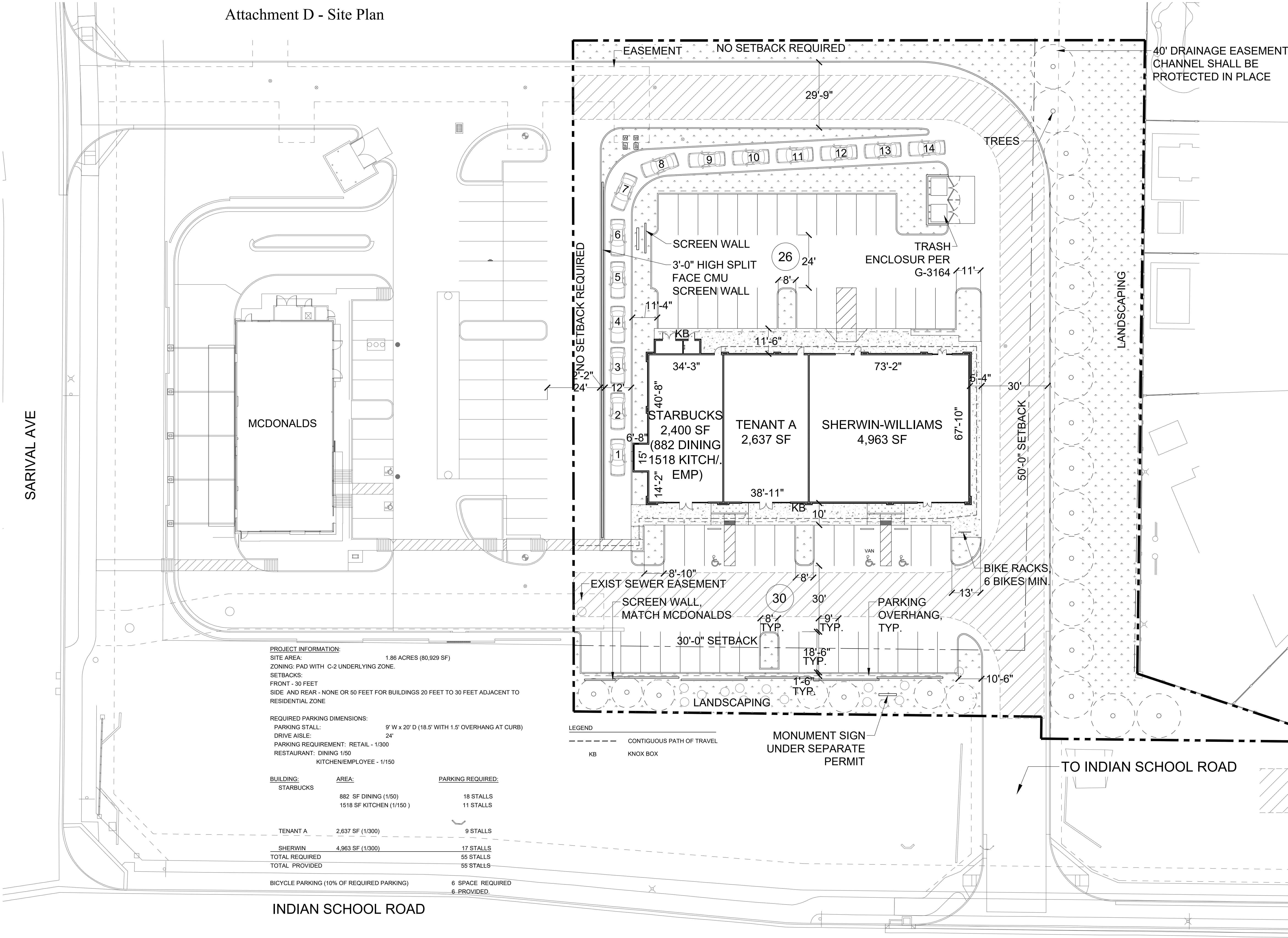
Shoaib Vahora
Development Associate
SimonCRE JC Acacia III, LLC
(512) 784-0469
Shoaib.vahora@simoncre.com



Northeast Corner of West Indian School Road and North Sarvial Avenue



P25-00083 Palm Valley 10 Drive Through Use Permit



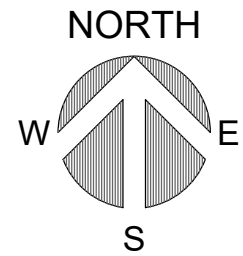
- IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURB, GUTTER, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING. LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER SEPARATE NOTE:
 - THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
 - DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
 - MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.
 - AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
 - IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
- LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING:
 - THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
 - DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
 - MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
 - WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES; THE TURF SHALL BE MOWED THEREAFTER TO SAFELY MAINTAIN THE 2-INCH HEIGHT.
 - AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
 - IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.



SIMON CRE
6900 E. 2ND STREET
SCOTTSDALE, AZ 85251
TEL: 480.745.1956

NEC OF INDIAN SCHOOL RD & SARIVAL RD
GOODYEAR, AZ
JULY 25, 2025

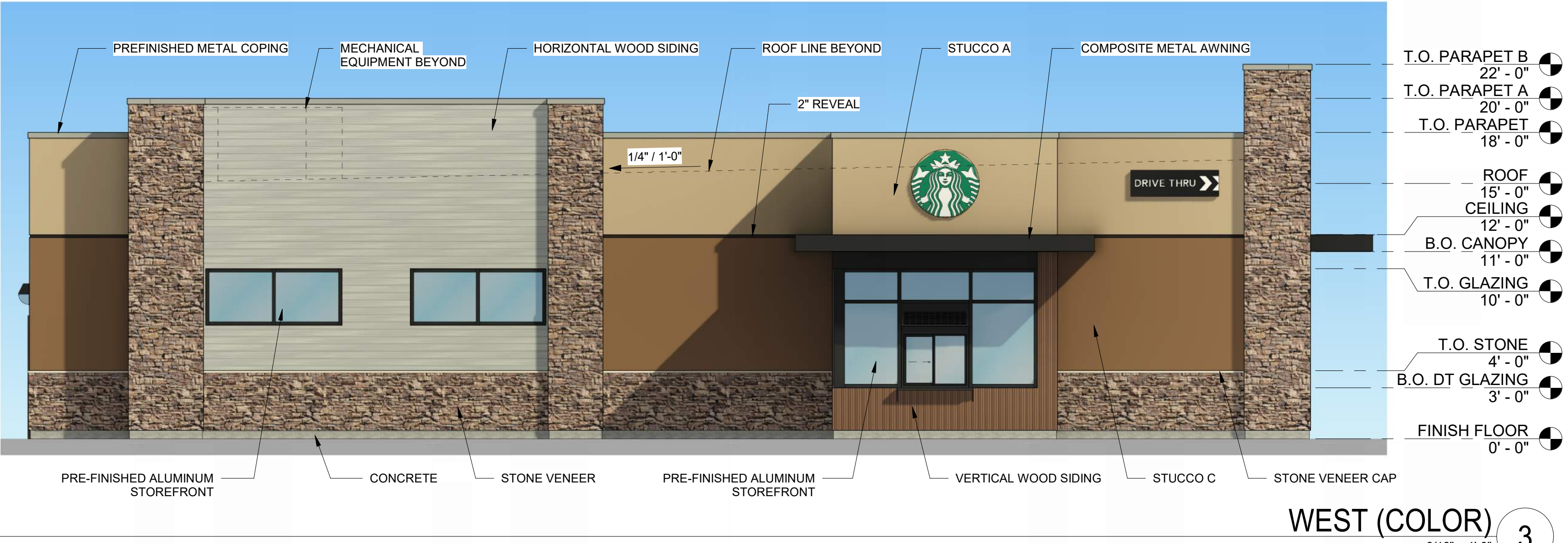
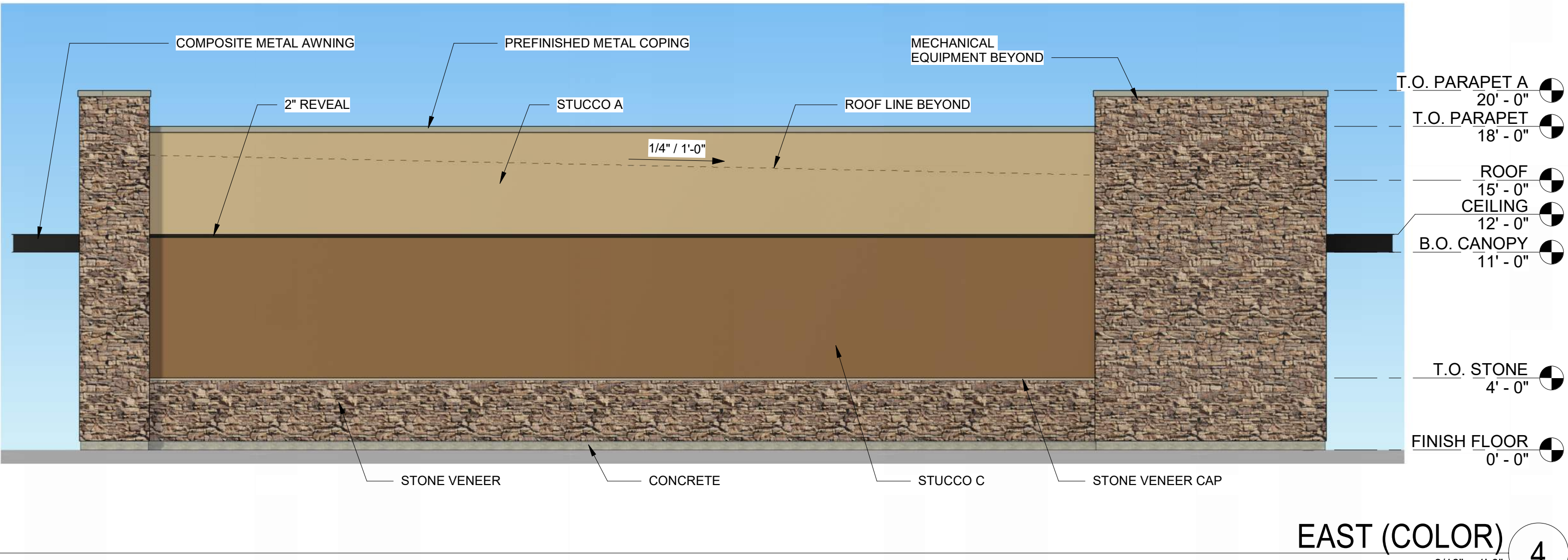
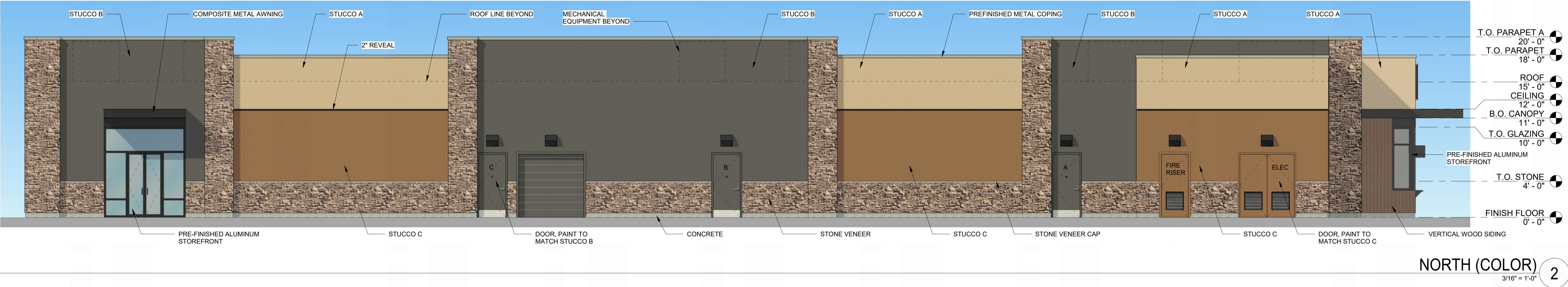
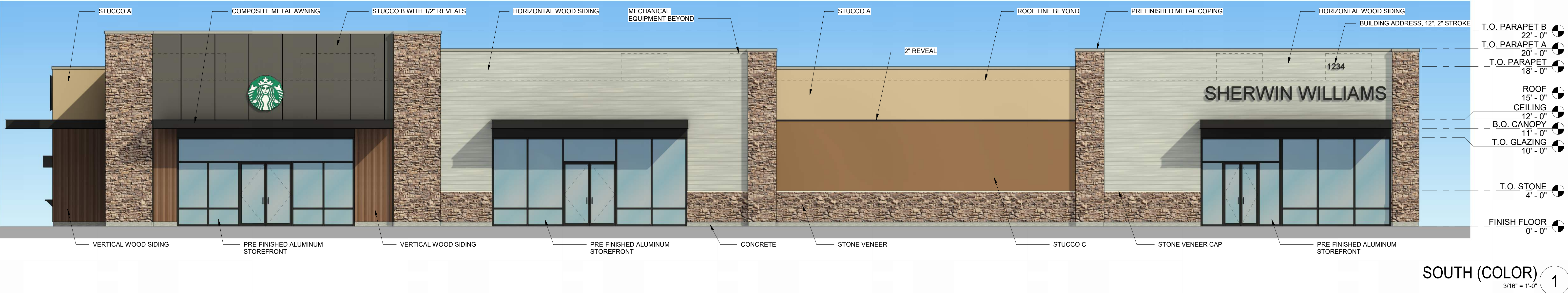
PROPOSED SITE PLAN
SCALE: 1" = 20'

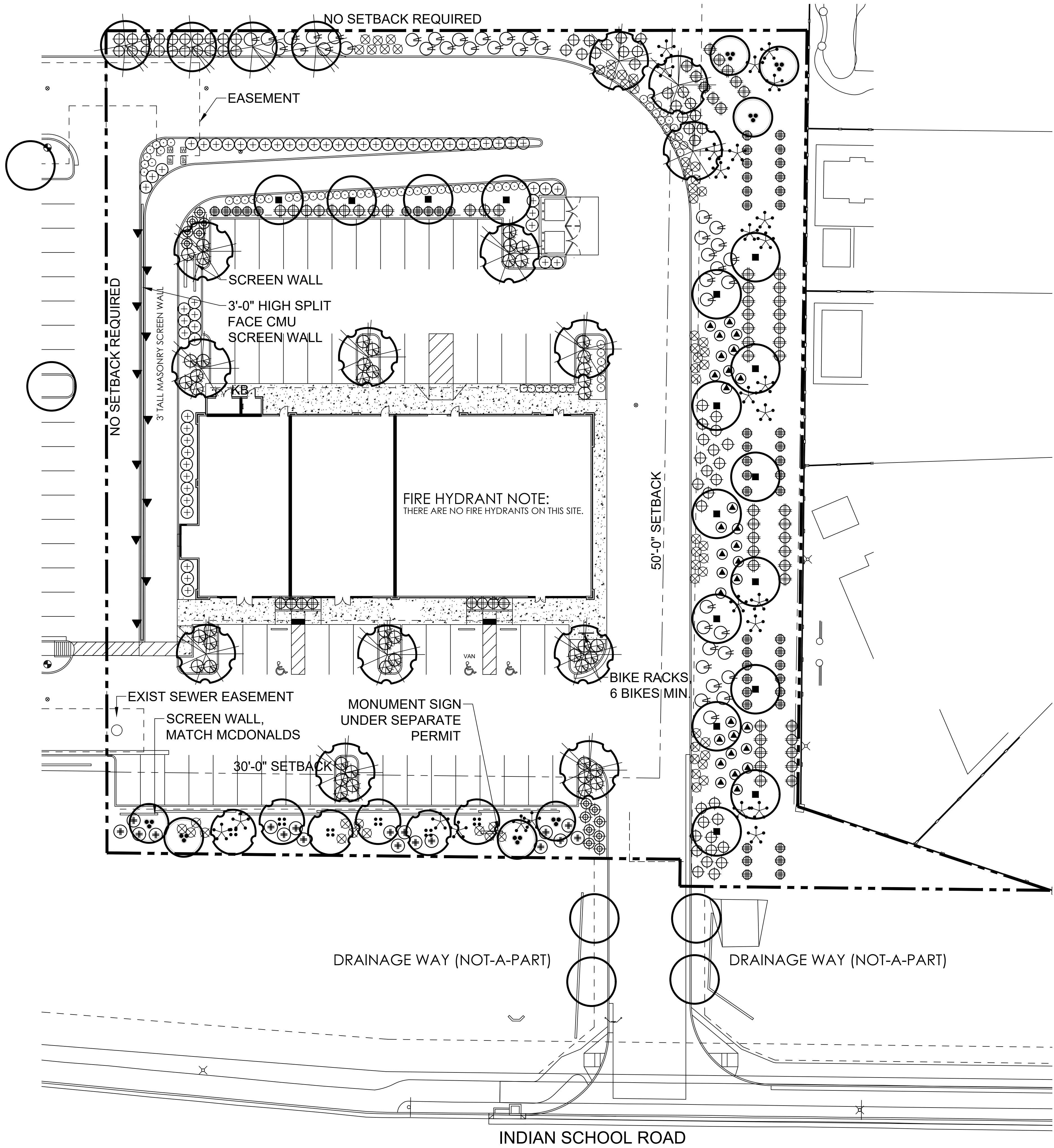


MOUR GROUP ENGINEERING + DESIGN
6593 RIVERDALE STREET
SAN DIEGO, CA 92120
TEL: 619.727.4800



Joseph Skimming





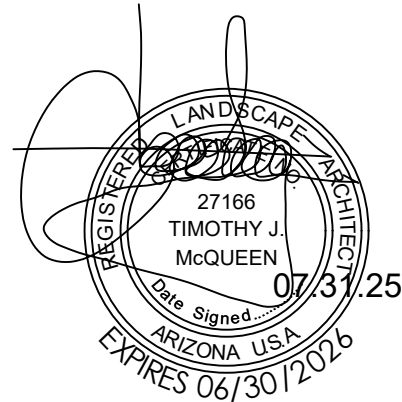
LANDSCAPE LEGEND

- EXISTING TREE
PROTECT FROM CONSTRUCTION
- CERCIDIMUM 'HYBRID'
DESERT MUSEUM PALO VERDE
24" BOX
- ACACIA ANEURA
MULGA (SRP/APS APPROVED)
24" BOX
- CAESALPINIA MEXICANA
MEXICAN BIRD OF PARADISE
24" BOX
- DALBERGIA SISSOO
SISSOO
24" BOX
- PROSOPIS ALBA 'COOPERII'
COOPERS MESQUITE 'THORNLESS'
24" BOX
- BOUGAINVILLEA 'TORCH GLOW'
TORCH GLOW BOUGAINVILLEA
5 GALLON
- CAESALPINIA MEXICANA
MEXICAN BIRD OF PARADISE
5 GALLON
- DODONAEA VISCOSA
HOPSEED BUSH
5 GALLON
- LEUCOPHYLLUM FRUTESCENS
'COMPACTA'
COMPACT TEXAS RANGER
5 GALLON
- LEUCOPHYLLUM FRUTESCENS
'GREEN CLOUD'
GREEN CLOUD SAGE
5 GALLON
- EREMOPHILA GLABRA SP.
CARNOSA 'WINTER BLAZE'
WINTER BLAZE EREMOPHILA
5 GALLON
- AGAVE AMERICANA
CENTURY PLANT
5 GALLON
- DASYLIRION ACROTRICHE
GREEN DESERT SPOON
5 GALLON
- HESPERALOE PARVIFLORA
YELLOW YUCCA
5 GALLON
- MUHLENBERGIA RIGIDA
NASHVILLE DEER GRASS
5 GALLON
- MUHLENBERGIA CAPILLARIS
'PINK MUHLY' REGAL MIST
5 GALLON
- EREMOPHILA GLABRA
'MINGENOW GOLD'
5 GALLON
- BOUGAINVILLEA 'BARBARA KARST'
BOUGAINVILLEA
5 GALLON
- LANTANA MONTEVIDENSIS
'GOLD MOUND'
1 GALLON

1/2" SCREENED MOUNTAIN VISTA BROWN
DECOMPOSED GRANITE (MATCHING McDONALDS)
2" DEPTH IN ALL LANDSCAPE AREAS

LANDSCAPE CALCULATIONS:

SITE AREA: 80,929 SQ.FT.
LANDSCAPE AREA: 26,545 SQ.FT. (33%)
LANDSCAPE COVERAGE: 13,803 SQ.FT. (52%)



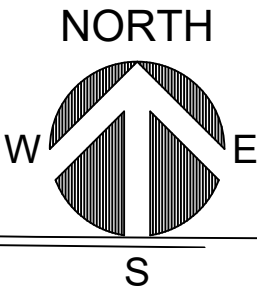
T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING

10446 N. 74th Street, Suite 150
Scottsdale, Arizona 85258
P.(602)265-0320

EMAIL: timmcqueen@tjmla.net



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Attachment G – Evaluation Criteria

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

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

The proposed use, as described in the materials provided with the Use Permit and as stipulated herein, should not generate excessive traffic, odors, noise or light to the detriment of the surrounding area. Traffic impacts have been reviewed and determined to be in conformance with the roadway capacity and improvements for this area. The drive-through lanes and queue have been internalized to the Property and should not detrimentally affect surrounding properties or public streets.

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

The architecture of the building will match the themes established with the previously approved McDonald's directly west of the property.

If approved, the project will be the second Drive-Through use approved at the northeast corner of North Sarival Avenue and West Indian School Road.

The Overall larger commercial corner is located along a major arterial road abutting an area zoned Industrial to the West and North, and an area zoned Residential to the East, providing a commercial buffer zone between the two land uses.

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

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

The 1.86-acre parcel is of sufficient size and configuration to accommodate the proposed restaurant with drive-through use. The proposed access was established with the development of the McDonald's restaurant to the west; internal traffic circulation pattern have been designed to connect with those existing connections built with the overall site. The single drive-through lanes provided on the site plan shows nine (9) spaces for vehicle queuing which well exceeds the city's queuing requirements of at least six (6) stacking spaces from the drive through entry to the first stop (i.e. menu/order board) and four (4) spaces between the menu board and the first product pick up window which meets the standard of at least four (4).

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

Hours of operation shall be restricted to 5 a.m. to 10 p.m. Product or service

Attachment G – Evaluation Criteria

deliveries (including trash removal) associated with the restaurant shall be prohibited between the hours of 10:00 p.m. and 6 a.m. Staff supports these time restrictions as they are consistent with the previously approved Drive-Through Use Permit within this same commercial center. Similar to the previously approved Drive-Through Use Permit, staff has also included stipulations to address noise, light impact and odor impacts.

3. Required traffic mitigation measures, if any.

A traffic study was submitted with the application for the Use Permit. All intersections are expected to continue operating at an adequate level of service with the proposed uses, and the traffic study for the site was approved by the Engineering Department. The North Sarival Avenue and West Indian School Road intersection is currently signalized.

Ingress and egress are provided from both North Sarival Avenue and West Indian School Road. The driveway off of North Sarival Avenue will have full access (left in, left out, right in, and right out). The access off of West Indian School Road will be limited to right in and right out. Full street improvements along North Sarival Avenue and West Indian School Road are complete.

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

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

Fire Department:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		2nd Nearest Goodyear Fire Station	Shortest path	
	Mins	Miles		Mins	Miles
Fire Station #185	2.06	1.03	Fire Station #183	6.35	3.17

AGENDA ITEM #: 2.
DATE: October 15, 2025
CAR #: 2804
CASE #: P25-00083



Planning & Zoning Commission ACTION REPORT

SUBJECT: USE PERMIT FOR A CONVENIENCE USE DRIVE-THROUGH EAST OF THE NORTHEAST CORNER OF WEST INDIAN SCHOOL ROAD AND NORTH SARVIAL AVENUE, WITHIN PALM VALLEY PHASE V

STAFF PRESENTER(S): Christian M. Williams, Planning Manager

OTHER PRESENTER(S):

Madison Leake, Burch and Cracchiolo P.A.

SUMMARY:

This is a Public Hearing for and consideration of a Use Permit request for a convenience use for a drive-through east of the northeast corner of West Indian School Road and North Sarival Avenue.

RECOMMENDATION:

1. Conduct a public hearing to consider a request for a Use Permit for a Convenience Use Drive-Through Restaurant on an approximately 1.86-acre property zoned Planned Area Development (PAD) within an underlying Neighborhood Commercial zoning within the Palm Valley Phase V PAD, located east of the northeast corner of West Indian School Road and North Sarival Avenue.
2. Recommend conditional approval of the Use Permit for a convenience use for a Convenience Use Drive-Through Restaurant on an approximately 1.86-acre portion legally described in that certain document titled Site Plan attached hereto zoned Planned Area Development (PAD) within an underlying Neighborhood Commercial zoning within the Palm Valley Phase V PAD, located east of the northeast corner of North Sarival Avenue and West Indian School Road, subject to Conditions of Approval. (Christian M. Williams, Planning Manager)

STIPULATIONS:

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

FISCAL IMPACT:

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

BACKGROUND AND PREVIOUS ACTIONS:

The Property is located within Phase V of the Palm Valley PAD. The PAD zoning for Palm Valley Phase V was approved on August 11, 2003. Pursuant to the PAD, neighborhood commercial uses are permitted on the Property, subject to the city's C-1 (Neighborhood Commercial) zoning regulations. In accordance with the C-1 (Neighborhood Commercial) zoning district, Drive-Through Restaurants within five hundred (500) feet of residentially zoned property require approval of a Use Permit.

On November 14, 2022, the City Council approved a Use Permit for a Convenience Use Drive-Through on the parcel immediately west of this Use Permit request.

STAFF ANALYSIS

Current Policy:

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

Surrounding Properties:

1. North – Commercial within Palm Valley Phase V
2. South – Pebblecreek Phase 2 (Residential)
3. East – Palm Valley Phase V (Residential)
4. West – UPS Hub (Industrial)

Details of the Request:

The applicant is requesting approval of a Use Permit to facilitate the development of a Convenience Use Drive-Through located at the west end unit of a multi-tenant retail building, which will also accommodate additional retail tenants (Attachment B) and current Zoning is PAD with underlying C-1 (Neighborhood Commercial). The Property is located east of the Northeast corner of West Indian School Road and North Sarival Avenue (Attachment C).

The proposed Site Plan includes:

1. A 10,000 square-foot Building. (Attachment D)
2. The capability of accommodating three or more individual tenants of various suite sizes.
3. A drive-through window on the west side of the building that is 230 feet from the nearest residentially zoned parcel, a screen wall directly behind the speaker box that is 228 feet from the nearest residentially zoned parcel, and a driveway entrance approximately 100 feet from the nearest residentially zoned parcel.
4. A building design that both compliments and enhances the shopping center by continuing the theme of the existing use (Attachment E).
5. Landscaping that will complete the southern portion of the overall commercial corner, which includes areas between the existing restaurant to the west and the residential subdivision to the east. (Attachment F).

Evaluation Criteria

Section 1-3-2 (Use Permits) and Section 4-2 2 (Convenience Uses) of the Zoning Ordinance provide Evaluation Criteria (Attachment G).

Public Participation:

An in-person Neighborhood Meeting was conducted for this project. Notice for this Neighborhood Meeting was mailed to 106 property owners within 500 feet of the property on May 28, 2025; signs advertising the Neighborhood Meeting were placed on the site on June 12, 2025. The Neighborhood Meeting took place on June 25, 2025; two (2) residents were in attendance. One (1) resident spoke in opposition of the proposed Use Permit request, and one (1) was interested in the development but did

not voice any opposition to the Use Permit request.

The Resident who attended in opposition expressed concerns including: the proximity of the speaker box to residential homes, idling cars and the noise of music emitted from those cars in proximity to their homes, property values, potential for trash and roof rats (rodents), their desire to have sit down restaurants and not a drive-through operation, and the status of their commercial corner as neighborhood commercial.

Notice for this public hearing before the Planning and Zoning Commission included a postcard mailed to the 196 property owners within 500 feet of the subject property on October 15, 2025, appeared in the Arizona Republic Southwest Valley Edition on September 26, 2025; postcards were mailed to 106 adjoining owners on September 16, 2025; and signs were posted on the site on June 20, 2025, and updated with the Public hearing dates on September 19, 2025.

Staff Findings:

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

Attachments

Attachment A - Conditions of Approval

Attachment B - Narrative

Attachment C - Aerial Exhibit

Attachment D - Site Plan

Attachment E - Conceptual Colored Building Elevations

Attachment F - Conceptual Landscape Plan

Attachment G - Evaluation Criteria



Use Permit for Convenience Use Drive-Through **Palm Valley 10 Drive-Through**



Location

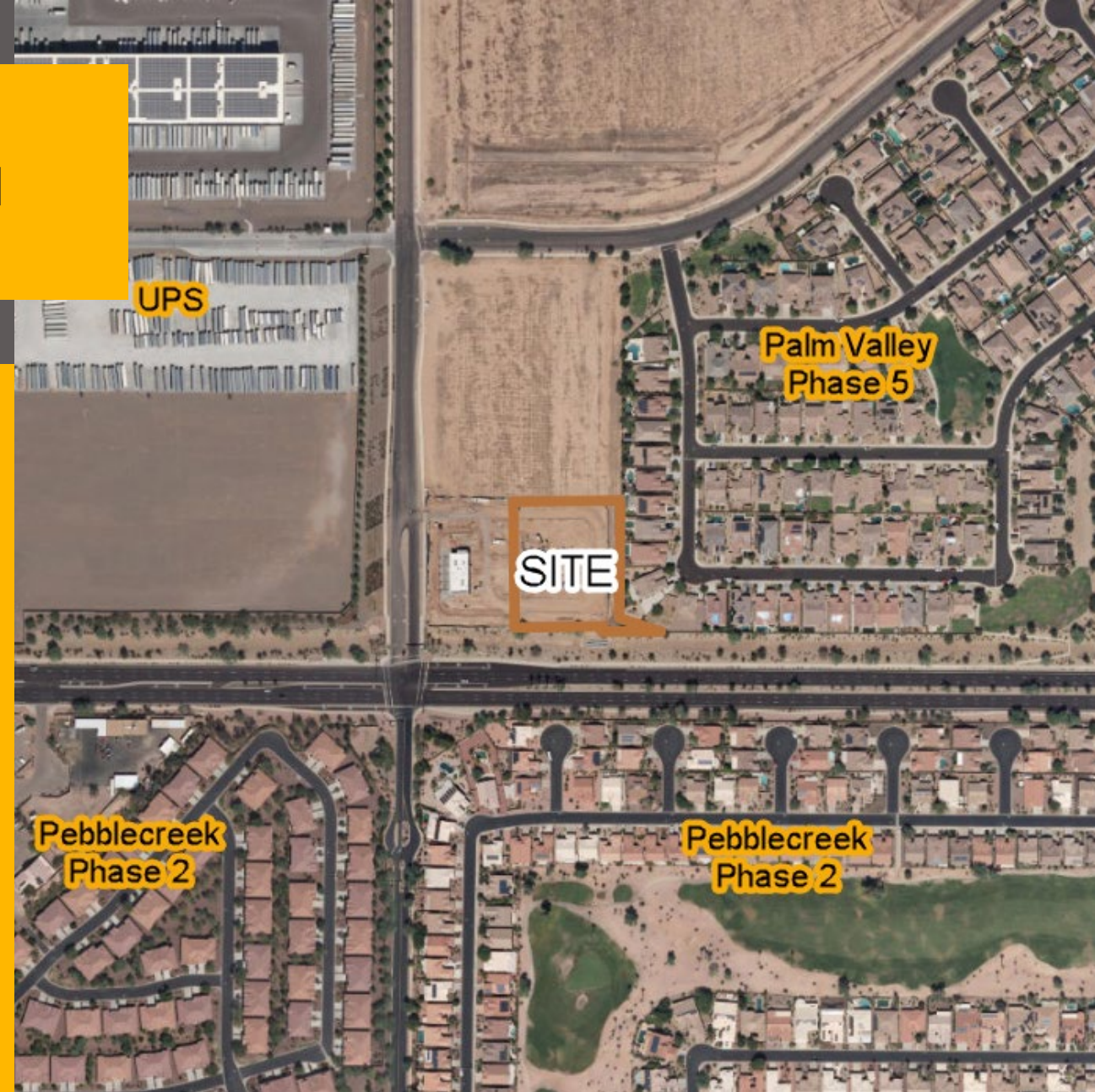
Northeast Corner of North Sarival Avenue and West Indian School Road

- 1.86 Acre Lot
- PAD with underlying C-1



Surrounding Area

- North – Commercial within Palm Valley Phase V
- South – PebbleCreek Phase 2 (Residential)
- East – Palm Valley Phase V (Residential)
- West – McDonalds (Commercial) and UPS Hub (Industrial)



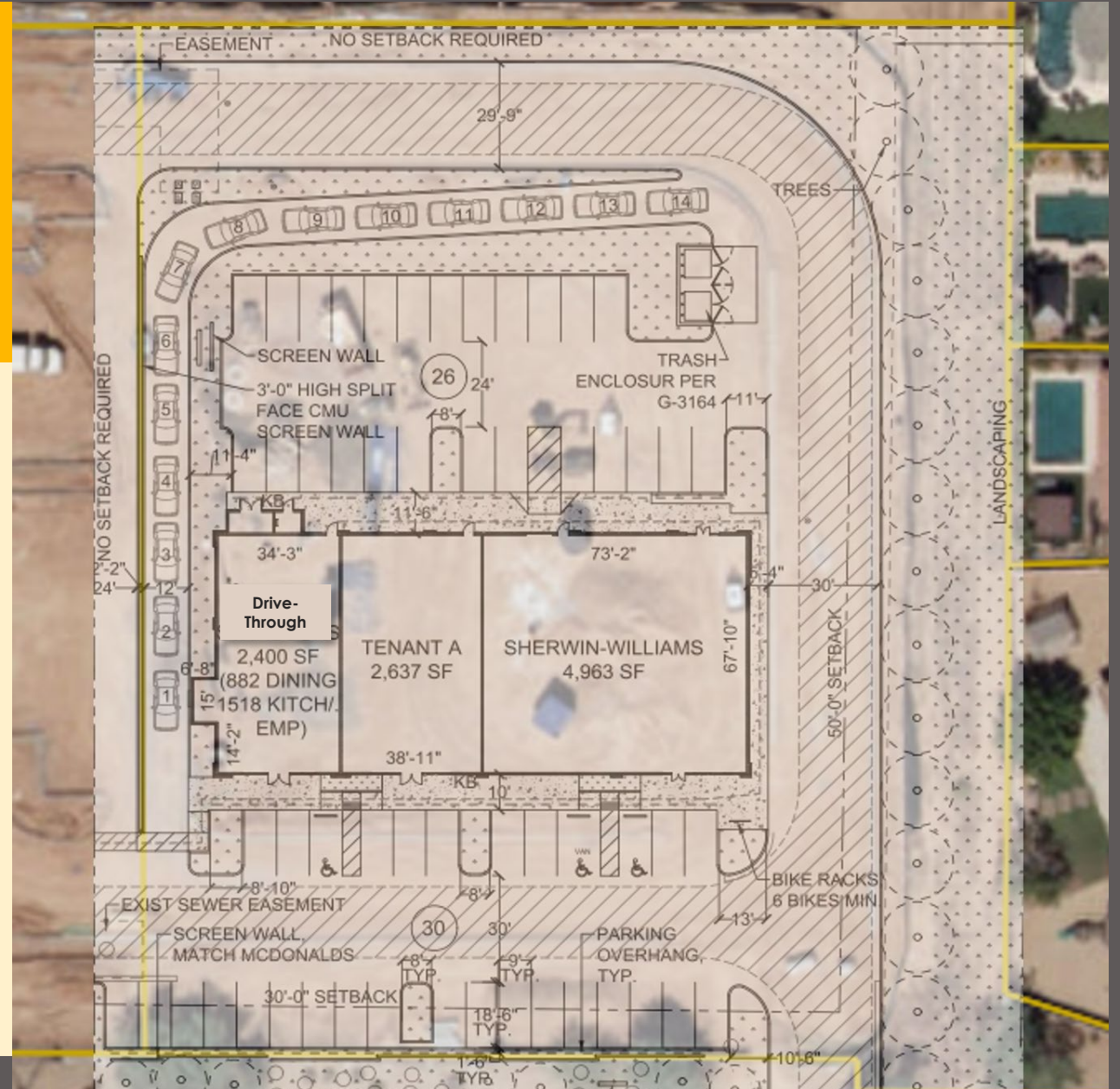
Entitlement Background

- 2003 – Zoning
- 2022 - Use Permit for a Drive-Through (west)

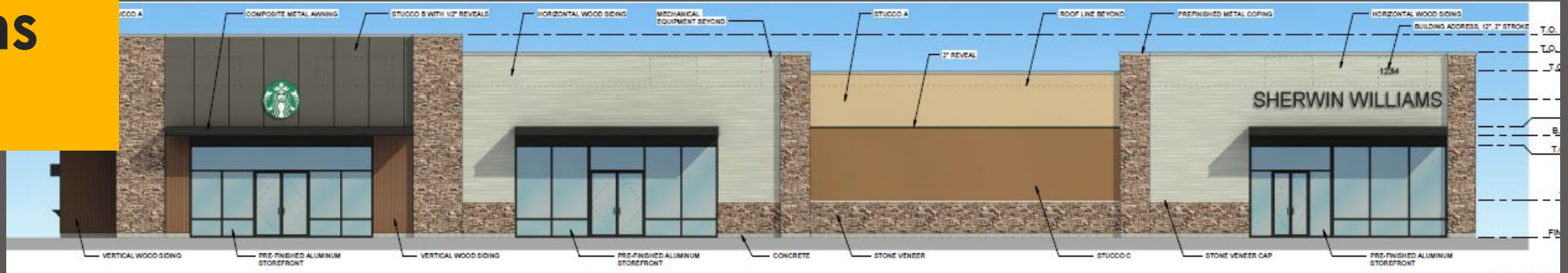


Site Layout

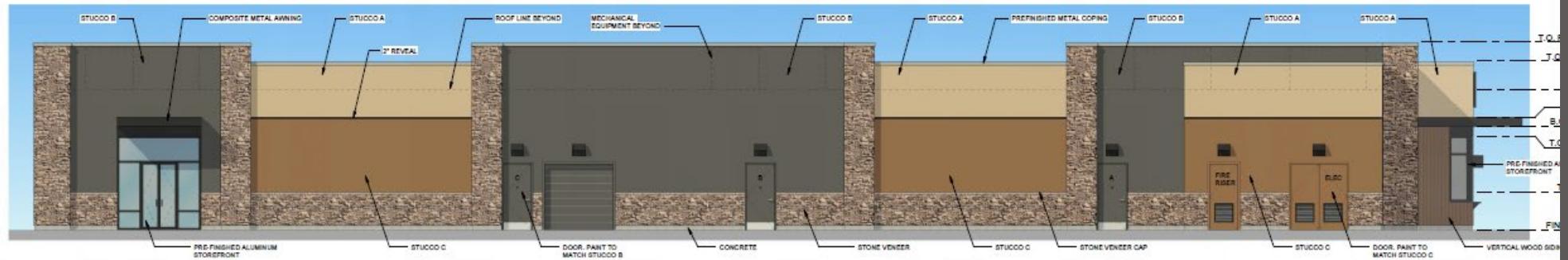
- Approx. 10,000 sq. ft. building
- Complimentary building design
- Drive-Through window and speaker face west



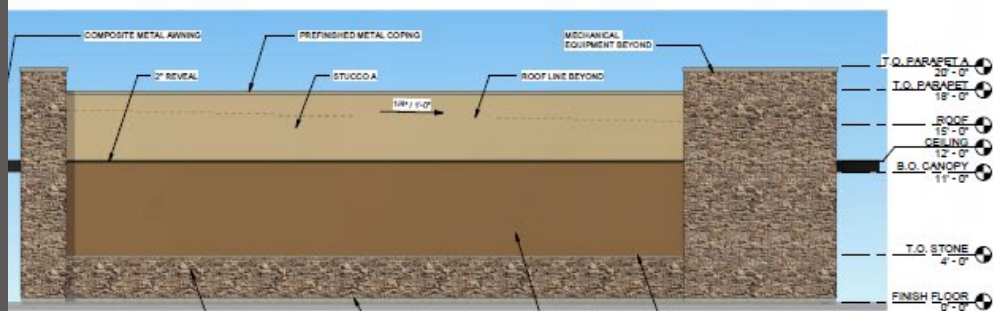
Elevations



SOUTH (CO)



NORTH (CO)





Palm Valley 10 Drive-Through

Public Participation & Recommendation

- Neighborhood Meeting
- PZ Commission Recommendation: Approval

