

**EXHIBIT A
RESOLUTION 2019-1917**

**AMENDMENT TO ARTICLE 9-8 DEVELOPMENT FEES OF CHAPTER 9 OF THE
GOODYEAR CITY CODE DATED JANUARY 14, 2019**

**Article 9-8 of Chapter 9 of the Goodyear City Code is hereby deleted in its
entirety and replaced with the following:**

ARTICLE 9-8

Development Fees

Section

9-8-1	Title
9-8-2	Purpose and intent
9-8-3	Definitions
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9-8-5	Adoption or modification of development fees; land use assumptions and infrastructure improvements plans
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9-8-1 TITLE.

This article shall be known as the Development Fee Ordinance of the City of Goodyear and may be cited as such.

9-8-2 PURPOSE AND INTENT.

The purposes and intent of this article are:

(A) To establish uniform procedures for the imposition, calculation, collection, expenditure and administration of development fees imposed on new development that are consistent with the requirements of Arizona Revised Statutes ("A.R.S.") § 9-463.05 and all other applicable legal requirements; and

(B) To implement the goals, objectives and policies of the Goodyear General Plan by requiring new development to pay its proportionate share of the costs of public facilities that are associated with providing Necessary Public Services to new development.

9-8-3 DEFINITIONS.

The words or phrases used herein shall have the meaning prescribed in the current Goodyear City Code, except as otherwise indicated herein.

ADVISORY COMMITTEE: The committee established pursuant to Section 9-8-5(E).

APPLICANT: Any person who applies to the City for a Building Permit.

ARTICLE: Article 9-8 of Chapter 9 of the Goodyear City Code.

BUILDING PERMIT: Any permit issued that authorizes vertical construction, increases square footage, authorizes changes to land use, or provides for the addition of a residential or non-residential point of demand to a water or wastewater system.

CAPITAL FACILITY: A Necessary Public Service or Facility Expansion that is provided and that is included in an adopted Infrastructure Improvements Plan and for which a development fee is assessed.

CATEGORY OF DEVELOPMENT: A specific type of development against which a development fee is calculated and assessed within a Service Area. The City assesses development fees against the following Categories of Development: Residential Single Unit; Residential 2+ Units; Commercial; Industrial; Institutional; and Office and Other Services.

CATEGORY OF NECESSARY PUBLIC SERVICES: A specific type of Necessary Public Services or Facilities Expansions for which a development fee is calculated and assessed within a Service Area.

CITY: The City of Goodyear, Arizona.

COMMERCIAL: Retail development involving the sale of goods or services to the public for use or consumption. By way of example but not limited to, shopping centers, stores, supermarkets, pharmacies, hair salons, restaurants, bars, nightclubs, automobile dealerships, movie theaters, amusement arcades, and bowling alleys.

CREDIT: A reduction in an assessed development fee resulting from costs of eligible Capital Facilities provided by a Developer pursuant to Section 9-8-10.

CREDIT AGREEMENT: A written agreement between the City and a Developer in which Credits are allocated as provided in Section 9-8-10.

DEVELOPER: The individual, firm, corporation, partnership, association, trust or other legal entity that provides a Capital Facility that is included in an adopted Infrastructure Improvements Plan and for which a development fee is assessed.

DEVELOPMENT AGREEMENT: A written agreement adopted by the Governing Body in accordance with the requirements of A.R.S. § 9-500.05.

DEVELOPMENT FEE: A fee adopted pursuant to this article and A.R.S. § 9-463.05.

DEVELOPMENT UNITS: Standardized unit of measurement that allocates Service Units among various Categories of Development.

FINANCE DIRECTOR: Director of the City of Goodyear Finance Department or authorized designee.

DWELLING UNIT: A separate building or structure designed as a single dwelling unit for occupancy by one family for non-transient living and sleeping purposes and/or a separate unit within a building or structure consisting of multiple separate units that do not share dining or cooking facilities, each of which is intended for occupancy by one family for non-transient living and sleeping purposes. By way of example, each separate unit such as an apartment unit, a residential home, a townhome, a duplex unit, triplex unit, condominium unit, mobile home or mobile home space, travel trailer, or travel trailer space shall be considered a dwelling unit.

FACILITY EXPANSION: The expansion of the capacity of an existing capital facility that serves the same function as an otherwise new Necessary Public Service in order that the existing facility may serve new development.

Facility expansion does not include the repair or maintenance, modernization or expansion of an existing facility to better serve existing development.

FEE REPORT: A written report prepared in accordance with this article and § 9-463.05, which among other things describes the methodology that was used for calculating development fees.

GOVERNING BODY: The Mayor and City Council of the City of Goodyear, Maricopa County, Arizona.

GROSS FLOOR AREA ("GFA"): The sum of the gross horizontal areas of the several floors of a building or structure and all other areas with the property used to deliver the goods or services that are integral or ancillary to the delivery of goods or services provided by a business, such as restaurant and bar patios, car wash drying areas.

INDUSTRIAL: Establishments primarily engaged in the production, fabrication, assembly, processing, storage, or transportation of goods, utilities and communications. By way of example, Industrial includes manufacturing facilities; storage facilities, distribution warehouses, trucking companies, utility substations, power generation facilities, and telecommunication facilities.

INFRASTRUCTURE IMPROVEMENTS PLAN ("IIP"): A written plan that meets the requirements of A.R.S. § 9-463.05 and this article that identifies each Necessary Public Service or Facility Expansion that is proposed to be the subject of a development fee, and which may be the City's capital improvements plans.

INSTITUTIONAL: Places of religious worship; schools; universities; government buildings or facilities, fire stations, prisons, and group quarters that are ancillary to uses such as University dormitories.

LAND USE ASSUMPTIONS: A document or series of documents that meet the requirements set forth in A.R.S. § 9-463.05 and this article that provides projections of land uses, densities, intensities and population for a Service Area over a period of at least 10 years pursuant to the City's general plan.

NECESSARY PUBLIC SERVICES: Shall have the meaning prescribed in A.R.S. § 9-463.05(T)(7).

NORTH GOODYEAR: Includes the land within the boundaries of the City that is located north of the Gila River.

OFFICE AND OTHER SERVICES: Establishments providing: executive, management, administrative, professional or business services; personal services; healthcare services; transitory lodging; and non-transitory living facilities that share dining and cooking facilities. By way of example, Office and Other Services includes banks; business offices, hair salons, nail salons, boarding kennels, veterinarian clinics, urgent care facilities, hospitals, dialysis facilities, hotels; motels; time shares; assisted living facilities; and nursing homes.

QUALIFIED PROFESSIONAL: A professional engineer, surveyor, financial analyst or planner providing services within the scope of the person's license, education, or experience.

RESIDENTIAL – SINGLE UNIT: A single structure or building on an individual lot of record designed as a single unit for occupancy by one family for non-transient living and sleeping purposes. It includes detached residential units (both site-built and manufactured). It also includes single-family attached (i.e., townhouses) that share a common sidewall.

RESIDENTIAL 2+ UNITS: Multiple Dwelling Units, including detached and attached residential units, on an individual lot of record with each Dwelling Unit designed for occupancy by one family for non-transient living and sleeping purposes. It includes by way of example, apartments, condominiums, duplexes.

SERVICE AREA: Any specified area within the boundaries of the City (1) within which development will be served by Necessary Public Services or Facility Expansions; and (2) within which either (a) a substantial nexus exists between the Necessary Public Services or Facility Expansions and the development being served or (b) in the case of a park facility larger than 30 acres, a direct benefit exists between the park facilities and the development to be served, each as prescribed in the Infrastructure Improvements Plan. Some or all of the Necessary Public Services or Facilities Expansions providing service to a Service Area may be physically located outside of that Service Area provided that the required Substantial Nexus or Direct Benefit is demonstrated to exist. The City has a number of

different Service Areas depending upon the nature of the Necessary Public Services or Facility Expansions being provided.

SERVICE UNIT: A standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated pursuant to generally accepted engineering or planning standards for a particular category of Necessary Public Services or Facility Expansions.

SOUTH GOODYEAR: Includes the land within the boundaries of the City that is located between the Gila River and Pecos Road.

9-8-4 AUTHORITY.

(A) Subject to the requirements of this article and A.R.S. § 9-463.05, the City may assess and collect development fees for costs of Necessary Public Services and Facility Expansions to support development, which costs may include the costs of: utility relocation, infrastructure; improvements; real property interests; engineering and architectural services; and financing; and for costs of professional services required for the preparation of all of the reports, plans, schedules required under this article and A.R.S. § 9-463.05 for the adoption of development fees.

(B) Development fees may be collected if any of the following occurs:

(1) The collection is made to pay for a Necessary Public Service or Facility Expansion that is identified in an Infrastructure Improvements Plan and the City plans to complete construction and to have the service available within the time period established in the Infrastructure Improvement Plan, but in no event longer than the time periods provided in A.R.S. § 9-463.05(H)(3); or

(2) The City reserves in the Infrastructure Improvements Plan adopted pursuant to the requirements of A.R.S. § 9-463.05 or otherwise agrees to reserve capacity to serve future development; or

(3) The City requires or agrees to allow the owner of a development to construct or finance the Necessary Public Service or Facility Expansion and any of the following apply:

(a) The costs incurred or money advanced are credited against or reimbursed from the development fees otherwise due from a development; or

(b) The municipality reimburses the owner for those costs from the development fees paid from all developments that will use those Necessary Public Services or Facility Expansions; or

(c) For those costs incurred the municipality allows the owner to assign the credits or reimbursement rights from a development to other developments for the same category of Necessary Public Services in the same Service Area.

(C) Unless expressly prohibited by federal or state law, adopted development fees shall be assessed against all new residential and non-residential development within a Service Area except that the City may distinguish between different categories of residential and non-residential development in assessing the cost of providing Necessary Public Services or Facilities Expansions to serve new development and in determining the amount of the development fee applicable to the Category of Development.

(D) Development fees assessed under this article shall comply with requirements of A.R.S. § 9-463.05, including the following:

(1) Development fees shall be calculated based on the costs of Necessary Public Services and Facilities Expansions identified in Infrastructure Improvement Plans adopted pursuant to the requirements of A.R.S. § 9-463.05 and this article.

(a) The determination of the costs for Necessary Public Services or Facilities Expansions made necessary by new development shall be based on the same level of service provided to existing development in the Service Area.

(b) Projected interest charges and other finance costs may be included in the costs for Necessary Public Services or Facilities Expansions only if the monies collected are used for the payment of the principal and interest on the portion of the bonds, notes or other obligations issued to finance construction of Necessary Public Services or Facilities Expansions identified in Infrastructure Improvements Plans.

(2) Development fees shall result in a beneficial use to new development.

(3) Development fees shall not exceed a proportionate share of the cost of Necessary Public Services or Facilities Expansions, based on Development Units, needed to provide services to new development.

9-8-5 ADOPTION OR MODIFICATION OF DEVELOPMENT FEES; LAND USE ASSUMPTIONS AND INFRASTRUCTURE IMPROVEMENTS PLANS.

(A) The City shall comply with the requirements set forth in A.R.S. § 9-463.05 for the adoption or modification of development fees assessed pursuant to this article, including the notice and public hearing requirements.

(1) Prior to the adoption or modification of development fees, the City shall adopt or update Land Use Assumptions and shall adopt or amend Infrastructure Improvements Plan for the Service Area that the new or modified development fees will be assessed.

(2) In calculating and imposing a development fee applicable to land in a Community Facilities District established under A.R.S. Title 48, Ch. 4, Art. 6, the city shall take into account all public infrastructure provided by the district and capital costs paid by the district for Necessary Public Services and Facilities Expansion and shall not assess a portion of the development fee otherwise calculated to be due based on the infrastructure or costs.

(B) The City shall comply with the requirements set forth in A.R.S. § 9-463.05 for the adoption or update of Land Use Assumptions including notice and public hearing requirements.

(1) An ordinance, order, or resolution approving Land Use Assumptions cannot be adopted as an emergency measure.

(C) The City shall comply with the requirements set forth in A.R.S. § 9-463.05 for the adoption or amendment of Infrastructure Improvement Plans, including notice and public hearing requirements.

(1) Infrastructure Improvement Plans shall be developed by Qualified Professionals using generally accepted engineering and planning practices.

(2) Infrastructure Improvement Plans shall include all of the information required in A.R.S. § 9-463.05 for each Necessary Public Service and Facility Expansion that is to be the subject of the development fee.

(3) The City may reserve capacity generated by a Necessary Public Service or Facility Expansion in an IIP or by Development Agreement.

(4) Infrastructure Improvement Plans adopted pursuant to A.R.S. § 9-463.05 and this article may be amended without public hearing if the amendment meets the requirements of A.R.S. § 9-463.05 for amending Infrastructure Improvements Plans without a public hearing. Such amendments shall comply with the requirements of A.R.S. § 9-463.05 for amending Infrastructure Improvement Plans without a public hearing.

(5) An ordinance, order, or resolution approving Infrastructure Improvement Plans cannot be adopted as an emergency measure.

(D) Land Use Assumptions and Infrastructure Improvements Plans shall be updated at least every five years. The five year period begins on the date the Infrastructure Improvement Plans are adopted.

(1) If as of the date of the required review, the City Council determines that no changes to Land Use Assumptions, Infrastructure Improvements Plans or development fees are needed, the City may, as an alternative to undertaking an update, publish a public notice of its determinations on the City's website. Such notice shall comply with the requirements set forth in A.R.S. § 9-463.05.

(2) If a request is made for an update to Land Use Assumptions, Infrastructure Improvements Plans or development fees within the time frame specified in the notice provided pursuant to subsection (D)(1) of this section, the City Council shall determine whether to accept or reject the request; and if accepted, the requested update shall be processed pursuant to the requirements set forth in A.R.S. § 9-463.05.

(E) At the request of the City Manager, the City Council may establish an Advisory Committee to act in an advisory capacity in the adoption or modification of development fees, Land Use Assumptions or Infrastructure Improvement Plans. The establishment, composition and responsibilities of such Advisory Committee shall comply with the requirements of A.R.S. § 9-463.05.

(F) If the City requires as a condition of development approval, the construction of an improvement of, contributions to, or dedication of any facilities that were not included in a previously adopted Infrastructure Improvements Plan and the new facilities will substitute for or otherwise reduce the need for similar other facilities in the Infrastructure Improvements Plan for which development are being assessed, the Infrastructure Improvements Plan shall be amended to include the facilities and to eliminate or modify the existing facilities and a credit shall be provided toward the payment of the development fee for the construction, improvement, contribution or dedication of the new facilities. The credits shall be issued consistent with the terms of this article.

(G) No ordinance, order or resolution approving a new or modified development fee shall be adopted as an emergency measure.

(H) A development fee assessed pursuant to this article shall not be effective until 75 days after its form adoption by the Council of the City of Goodyear.

9-8-6 SERVICE AREAS.

(A) The provisions of this article relating to the collection of development fees shall apply to all new development within the corporate limits of the City and within the established Services Areas as those may be amended from time to time.

(B) The following Service Areas for the assessment and collection of development fees are hereby established:

(1) Police: There is one Service Area for Necessary Public Services or Facilities Expansions for police services. It includes all of the land in North Goodyear and South Goodyear.

(2) Fire: There are two Service Areas for Necessary Public Services or Facilities Expansions for fire services. One includes all of the land in North Goodyear. The other includes all of the land in South Goodyear.

(3) Streets: There are two Service Areas for Necessary Public Services or Facilities Expansions for street services. One includes all of the land in North Goodyear. The other includes all of the land in South Goodyear.

(4) Parks and Recreation: There are two Service Areas for Necessary Public Services or Facilities Expansions for parks and recreation services. One includes all of the land in North Goodyear. The other includes all of the land in South Goodyear.

(5) Water: There are two Service Areas for Necessary Public Services or Facilities Expansions for water services. One includes all of the land in North Goodyear for which water services are provided by the City. The other includes the portion of South Goodyear that is located with the Master Planned Development known as Estrella, formerly known as Estrella Mountain Ranch and the property legally described in Exhibit G of that certain agreement known as the Northern Solution Water Facilities Agreement, recorded on March 2, 2012, in the Official Records of the Maricopa County Recorder at instrument number 20120179581.

(6) Wastewater: There are two Service Areas for Necessary Public Services or Facilities Expansions for Wastewater services. One includes all of the land in North Goodyear for which wastewater services are provided by the City. The other includes the portion of South Goodyear that is located within the Master Planned Development known as Estrella, formerly known as Estrella Mountain Ranch and the property legally described in Exhibit G of that certain agreement known as the Northern Solution Water Facilities Agreement,

recorded on March 2, 2012, in the Official Records of the Maricopa County Recorder at instrument number 20120179581.

(C) The Owner of property located in South Goodyear that is not within the South Service Area for purposes of water and wastewater service shall be responsible for constructing, acquiring, or paying for the costs of constructing or acquiring resources and infrastructure improvements the City deems necessary for the City to provide applicable utility services to this area. The resources and infrastructure improvements required shall be consistent with applicable master utility plans and with the City's needs for operational consistency and efficiencies. Should the resources and infrastructure improvements required hereunder exceed the needs of a specific development, the City may, pursuant to an approved development agreement, endeavor to: provide for the recovery of a portion of the costs of the resources and infrastructure improvements to the extent the capacity exceeds the needs of the development; or develop a mechanism that provides a temporary service solution and allows the Owner to make an in lieu contribution towards the costs of the future construction or acquisition of the needed resource and infrastructure improvements.

(D) Except as otherwise provided in this subsection, the Owner of property located south of Pecos Road, which is outside all of the City's adopted Service Areas for all City services, shall be responsible for constructing, acquiring, or paying for the costs of constructing or acquiring resource and infrastructure improvements the City deems necessary for the City to provide applicable utility services, streets, police, fire, and parks and recreation services to this area, and shall, if required as a condition of rezoning or development agreement, provide for the costs or a portion of the operational costs of such services until such time as there is sufficient development to cover the costs of providing such services. The resources and infrastructure improvements required shall be consistent with applicable master utility plans and with the City's needs for operational consistency and efficiencies. Should the resource and infrastructure improvements required hereunder exceed the needs of a specific development, the City may, pursuant to an approved development agreement, endeavor to provide for the recovery of a portion of the costs of the resources and infrastructure improvements to the extent the capacity exceeds the needs of the development; or develop a mechanism that provides a temporary service solution and allows the Owner to make an in lieu contribution towards the costs of the future construction or acquisition of the needed resources and infrastructure improvements.

9-8-7 DEVELOPMENT FEES.

The development fees set forth below are hereby adopted for the following Categories of Necessary Public Services or Facility Expansions in the following Service Areas and, except as otherwise provided in Section 9-8-8, shall be charged for new development within the City:

(A) Police Development Fees.

		Police Development Fees per Development Unit
Category of Development	Development Unit	Service Area North Goodyear and South Goodyear
Residential Single Unit	Per Dwelling Unit	\$820
Residential 2+ Units	Per Dwelling Unit	\$616
Industrial	Per 1,000 sq. ft. of Gross Floor Area	\$333
Commercial	Per 1,000 sq. ft. of Gross Floor Area	\$429
Institutional	Per 1,000 sq. ft. of Gross Floor Area	\$859
Office and Other Services	Per 1,000 sq. ft. of Gross Floor Area	\$751

(B) Fire Development Fees.

		Fire Development Fees per Development Unit	
Category of Development	Development Unit	Service Area North Goodyear	Service Area South Goodyear
Residential Single Unit	Per Dwelling Unit	\$911	\$971
Residential 2+ Units	Per Dwelling Unit	\$682	\$728
Industrial	Per 1,000 sq. ft. of Gross Floor Area	\$362	\$408
Commercial	Per 1,000 sq. ft. of Gross Floor Area	\$467	\$526
Institutional	Per 1,000 sq. ft. of Gross Floor Area	\$934	\$1,052
Office and Other Services	Per 1,000 sq. ft. of Gross Floor Area	\$816	\$919

(C) Streets Development Fees.

		Streets Development Fees per Development Unit	
Category of Development	Development Unit	Service Area North Goodyear	Service Area South Goodyear
Residential Single Unit	Per Dwelling Unit	\$2,669	\$3,330
Residential 2+ Units	Per Dwelling Unit	\$2,069	\$2,582
Industrial	Per 1,000 sq. ft. of Gross Floor Area	\$303	\$378
Commercial	Per 1,000 sq. ft. of Gross Floor Area	\$3,621	\$4,517
Institutional	Per 1,000 sq. ft. of Gross Floor Area	\$2,247	\$2,803
Office and Other Services	Per 1,000 sq. ft. of Gross Floor Area	\$1,698	\$2,119

(D) Parks and Recreation Development Fees.

		Parks and Recreation Development Fees per Development Unit	
Category of Development	Development Unit	Service Area North Goodyear	Service Area South Goodyear
Residential Single Unit	Per Dwelling Unit	\$1,375	\$2,255
Residential 2+ Units	Per Dwelling Unit	\$1,030	\$1,690
Industrial	Per 1,000 sq. ft. of Gross Floor Area	\$23	\$110
Commercial	Per 1,000 sq. ft. of Gross Floor Area	\$29	\$142
Institutional	Per 1,000 sq. ft. of Gross Floor Area	\$57	\$284

		Parks and Recreation Development Fees per Development Unit	
Category of Development	Development Unit	Service Area North Goodyear	Service Area South Goodyear
Office and Other Services	Per 1,000 sq. ft. of Gross Floor Area	\$50	\$247

(E) Water Development Fees.

*Water Development Fees – Per Development Unit (Meter)**

Meter Size (inches)	Service Area North Goodyear	Service Area South Goodyear
0.75 displacement	\$7,553	\$7,843
1 displacement	\$12,613	\$13,097
1.5 displacement	\$25,151	\$26,117
2 compound	\$40,257	\$41,803
3 compound	\$80,590	\$83,684
4 compound	\$125,908	\$130,742
6 compound	\$251,741	\$261,407
8 compound	\$402,801	\$418,267

*Water Development Fees are calculated by meter size using the American Water Works Association (AWWA) equivalent ratios.

(F) Wastewater Development Fees.

*Wastewater Development Fees – Per Development Unit (Water Meter)**

Meter Size (inches)	Service Area Areas within North Goodyear served by the City	Service Area South Goodyear as modified above
0.75 displacement	\$2,818	\$2,538
1 displacement	\$4,706	\$4,238
1.5 displacement	\$9,383	\$8,451
2 compound	\$15,019	\$13,527
3 compound	\$30,068	\$27,080
4 compound	\$46,976	\$42,308
6 compound	\$93,923	\$84,591
8 compound	\$150,283	\$135,351

*Wastewater Development Fees are calculated by meter size using the American Water Works Association (AWWA) equivalent ratios.

9-8-8 APPLICATION OF NEW AND INCREASED FEES.

(A) New development within the City of Goodyear shall be temporarily exempt from increases in development fees that result from the adoption of new or modified development fees as follows:

(1) Non-Residential and Residential 2+ Units. For 24 months after the date of the approval of a site plan for non-residential development, including Commercial, Industrial, Office and Other Service and Institutional, and/or Residential 2+ development, or if no site plan is required, from the date of the approval of a final subdivision plat for such development, new development fees adopted during the 24-month period and the increased portion of a development fee modified during the 24-month period shall not be assessed against such development that occurs pursuant to the approved site plan or final subdivision plat. The 24-month period shall not be extended by a renewal or amendment of the site plan or the final subdivision plat that was the subject of the approval.

(2) Residential – Single Unit. For 24 months after the date the first building permit is issued for a residential Dwelling Unit pursuant to an approved subdivision plat, new development fees adopted during the 24-month period and the increased portion of a development fee modified during the 24-month period shall not be assessed against the residential development that occurs pursuant to the approved final subdivision plat. The 24-month period shall not be extended by a renewal or amendment of the first building permit or the final subdivision plat that was the subject of the approval.

(3) Notwithstanding the foregoing, if after the approval of a site plan or subdivision plat that triggers the 24-month exemption is changed and the change results in an increase in the number of Development Units, the City may assess the new and/or modified development fees against the additional Development Units.

(4) Prior Payment. New development fees adopted and the increased portion of a development fee modified shall not be assessed if development fees have been paid pursuant to a building permit that has not expired, been terminated or otherwise closed out, unless there has been a change in a prior development approval that results in an increase in the number of Development Units either by an increase in the size or utility requirements or by a change in occupancy in which case, the City may assess the new and/or modified development fees against the additional Development Units.

(B) During the 24-month exemption period described in Section 9-8-8(A) above, the development fees set forth below for each Category of Development shall apply unless the newly adopted fee for a Category of Development is lower, in which case the lower fee would apply.

CENTRAL GOODYEAR: Includes the land within the boundaries of the City between I-10 and the Gila River.

NORTH GOODYEAR: Includes the land within the boundaries of the City that is located north of the I-10.

SOUTH GOODYEAR: Includes the land within the boundaries of the City that is located between the Gila River and Pecos Road.

The development fees set forth apply for the following Categories of Necessary Public Services or Facility Expansions in the following Service Areas and shall be charged for new development within the City:

Police Development Fees. There is one Service Area for Necessary Public Services or Facilities Expansions for police services. It includes all of the land in North Goodyear, Central Goodyear and South Goodyear. Police Development Fees for this Service Area as follows:

		Police Development Fees per Development Unit
Category of Development	Development Unit	Service Area North Goodyear, Central Goodyear and South Goodyear
Residential Single Unit	Per Dwelling Unit	\$379
Residential 2+ Units	Per Dwelling Unit	\$294
Industrial	Per 1,000 sq. ft. of Gross Floor Area	\$30

Commercial	Per 1,000 sq. ft. of Gross Floor Area	\$238
Institutional	Per 1,000 sq. ft. of Gross Floor Area	\$86
Office and Other Services	Per 1,000 sq. ft. of Gross Floor Area	\$93

Fire Development Fees. There are two Service Areas for Necessary Public Services or Facilities Expansions for fire services. One includes all of the land in North Goodyear and Central Goodyear and the other includes all of the land in South Goodyear. Fire Development Fees for the two Service Areas are as follows:

		Fire Development Fees per Development Unit	
Category of Development	Development Unit	Service Area North Goodyear and Central Goodyear	Service Area South Goodyear
Residential Single Unit	Per Dwelling Unit	\$399	\$719
Residential 2+ Units	Per Dwelling Unit	\$310	\$559
Industrial	Per 1,000 sq. ft. of Gross Floor Area	\$34	\$349
Commercial	Per 1,000 sq. ft. of Gross Floor Area	\$110	\$1,103
Institutional	Per 1,000 sq. ft. of Gross Floor Area	\$48	\$482
Office and Other Services	Per 1,000 sq. ft. of Gross Floor Area	\$163	\$1,635

Streets Development Fees. There are three Service Areas for Necessary Public Services or Facilities Expansions for street services. One includes all of the land in North Goodyear, the second includes all of the land in Central Goodyear and the third includes all of the land in South Goodyear. Street Development Fees for the three Service Areas are as follows:

		Streets Development Fees per Development Unit		
Category of Development	Development Unit	Service Area North Goodyear	Service Area Central Goodyear	Service Area South Goodyear
Residential Single Unit	Per Dwelling Unit	\$1,402	\$1,743	\$1,179
Residential 2+ Units	Per Dwelling Unit	\$979	\$1,217	\$823
Industrial	Per 1,000 sq. ft. of Gross Floor Area	\$247	\$307	\$215
Commercial	Per 1,000 sq. ft. of Gross Floor Area	\$1,769	\$2,198	\$1,486
Institutional	Per 1,000 sq. ft. of Gross Floor Area	\$707	\$878	\$596

Office and Other Services	Per 1,000 sq. ft. of Gross Floor Area	\$766	\$951	\$643
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Parks and Recreation Development Fees. There are two Service Areas for Necessary Public Services or Facilities Expansions for Parks and Recreation services. One includes all of the land in North Goodyear and Central Goodyear and the other includes all of the land in South Goodyear. Parks and Recreation Development Fees for the two Service Areas are as follows:

		Parks and Recreation Development Fees per Development Unit	
Category of Development	Development Unit	Service Area North Goodyear and Central Goodyear	Service Area South Goodyear
Residential Single Unit	Per Dwelling Unit	\$922	\$1,065
Residential 2+ Units	Per Dwelling Unit	\$717	\$990
Industrial	Per 1,000 sq. ft. of Gross Floor Area	\$32	\$36
Commercial	Per 1,000 sq. ft. of Gross Floor Area	\$101	\$116
Institutional	Per 1,000 sq. ft. of Gross Floor Area	\$44	\$50
Office and Other Services	Per 1,000 sq. ft. of Gross Floor Area	\$150	\$173

Water Development Fees. There are two Service Areas for Necessary Public Services or Facilities Expansions for Water services. One includes all of the land in Central Goodyear and those areas within North Goodyear for which water services are provided by the City. The other includes the portion of South Goodyear that is located within the Master Planned Development known as Estrella, formerly known as Estrella Mountain Ranch and the property legally described in Exhibit G of that certain agreement known as the Northern Solution Water Facilities Agreement, recorded on March 2, 2012, in the Official Records of the Maricopa County Recorder at instrument number 20120179581. Water Development Fees for the two Service Areas are as follows:

Water Development Fees – Per Development Unit (Meter)

Meter Size (inches)	Service Area Central Goodyear and areas within North Goodyear served by the City	Service Area South Goodyear as modified above
0.75 displacement	\$6,368	\$7,769
1 displacement	\$10,633	\$12,971
1.5 displacement	\$21,198	\$25,861
2 compound	\$33,928	\$41,391
3 compound	\$67,916	\$82,855
4 compound	\$106,105	\$129,445

Wastewater Development Fees. There are two Service Areas for Necessary Public Services or Facilities Expansions for Wastewater services. One includes all of the land in Central Goodyear and those areas within North Goodyear for which wastewater services are provided by the City. The other includes the portion of South Goodyear that is located within the Master Planned Development known as Estrella, formerly known as Estrella Mountain Ranch and the property legally described in Exhibit G of that certain agreement known as the Northern Solution Water Facilities Agreement, recorded on March 2, 2012, in the Official Records of the Maricopa County Recorder at instrument number 20120179581. Wastewater Development Fees for the two Service Areas are as follows:

Wastewater Development Fees – Per Development Unit (Water Meter)

Meter Size (inches)	Service Area Central Goodyear and areas within North Goodyear served by the City	Service Area South Goodyear as modified above
0.75 displacement	\$4,210	\$1,541
1 displacement	\$7,029	\$2,572
1.5 displacement	\$14,013	\$5,125
2 compound	\$22,427	\$8,202
3 compound	\$44,892	\$16,416
4 compound	\$70,134	\$25,646

This Section 9-8-8(B) shall expire on March 31, 2021.

9-8-9 CALCULATION AND COLLECTION OF DEVELOPMENT FEES.

(A) Non-Binding Estimate. An Applicant may request a non-binding estimate of development fees for a particular new development at any time. Such estimates are non-binding and actual Development Fees shall be calculated, adjusted and collected as otherwise provided in this article.

(B) Development Fee Schedule. Upon request, an applicant shall be provided a written statement of the development fee schedule applicable to the development as of the date of the request.

(C) Timing of Payment. Except as otherwise provided in this article, Development Fees shall be paid at the time a Building Permit is issued and shall be calculated based on the fees in effect at the time the Building Permit is issued and pursuant to Section 9-8-8.

(D) Adjustments. Development fees shall be adjusted and additional fees collected under the following circumstances.

(1) If at any time during the construction of the building or structure or following the completion of a building or structure, City staff or its agents, determines that the information upon which development fees were originally calculated is not consistent with the actual construction, the development fees shall be recalculated to reflect the actual Development Units regardless of whether an amended application is submitted. Any additional development fees owed pursuant to the recalculation shall be paid prior to the issuance of a certificate of occupancy.

(2) If City staff, or its agents, learns that an entire structure or a portion of the structure will be occupied by an occupancy that is inconsistent with the Category of Development upon which development fees were originally calculated, the development fees shall be recalculated to reflect the appropriate Category of Development at the time of occupancy. Any additional development fees owed shall be paid upon discovery of City staff of the change in occupancy, but no later than upon an application for a Building Permit or certificate of occupancy

related to the occupancy. By way of example, if development fees on a building were calculated based on the assumption that an entire structure with 50,000 square feet of Gross Floor Area would be occupied as a professional office, but a certificate of occupancy was sought for a portion of the building consisting of 25,000 square feet of Gross Floor Area for occupancy as a retail establishment, additional development fees would be owed based on the difference between the development fees owed for the building of which 25,000 square feet of GFA is used for Commercial and 25,000 square feet of GFA is used for Office and Other Services and the development fees owed for the building of which 50,000 square feet of GFA is used for Office and Other Services.

(3) Except as otherwise provided in a development agreement approved by the Governing Body, no certificate of occupancy shall be issued until all development fees have been paid, including additional development fees resulting from adjustments made pursuant to this subsection (D).

(E) Calculations. Except in cases of special fee determinations, which are discussed in subsection (F) of this section, Development Fees shall be calculated by multiplying the adopted development fee for the applicable Category of Development for the applicable Service Area by the number of Development Units. Except as otherwise provided in Section 9-8-8, development fees shall be calculated using the development fees in effect at the time the fees are being collected. The following are examples of how Development Fees shall be calculated under various scenarios:

(1) For new buildings or structures development fees shall be calculated by multiplying the adopted development fee for the applicable Category of Development for the applicable Service Area by the number of Development Units. For example the development fees for a Commercial Development in North Goodyear consisting of 21,465 square feet of Gross Floor Area ("GFA") with one two-inch water meter would be calculated as follows:

Dev Fee	Category of Development	Development Unit	Development Fee Per Development Unit for Applicable Service Area	Number of Development Units	Fee Owed
Police	Commercial	Per 1,000 sq. ft. of GFA	\$429	21.46 (21,465 ÷ 1,000)	\$9,206 (21.46 X \$429)
Fire	Commercial	Per 1,000 sq. ft. of GFA	\$467	21.46 (21,465 ÷ 1,000)	\$10,022 (21.46 X \$467)
Streets	Commercial	Per 1,000 sq. ft. of GFA	\$3,621	21.46 (21,465 ÷ 1,000)	\$77,707 (21.46 X \$3,621)
Parks	Commercial	Per 1,000 sq. ft. of GFA	\$29	21.46 (21,465 ÷ 1,000)	\$622 (21.46 X \$29)
Water	Commercial	Meter Size – 2"	\$40,257	1	\$40,257 (1 X \$40,257)
Wastewater	Commercial	Meter Size – 2"	\$15,019	1	\$15,019 (1 X \$15,019)

(2) For a new building or structure in which multiple Categories of Development are to be located, development fees shall be calculated by multiplying the adopted development fees for the applicable Service Area by the number of Development Units for each Category of Development that will be located within the building or structure as set forth above and then adding the fees for all of the Categories of Development together. For example, the Streets development fee for a building located in South Goodyear that will include 30,000 square feet of Gross Floor Areas ("GFA") that will be occupied by commercial businesses, 10,000 square feet of GFA that will be occupied as professional offices, and 50 dwelling units would be calculated as follows:

Dev Fee	Category of Development	Development Unit	Development Fee Per Development Unit for Applicable Service Area	Number of Development Units	Fee Owed
Streets	Commercial	Per 1,000 sq. ft. of GFA	\$4,517	30 (30,000 ÷ 1,000)	\$135,510 (30 X \$4,517)
Streets	Office	Per 1,000 sq. ft. of GFA	\$2,119	10 (10,000 ÷ 1,000)	\$21,190 (10 X \$2,119)
Streets	Residential 2+ Units	Per Dwelling Unit	\$2,582	50	\$129,100 (50 X \$2,582)
TOTAL - STREET					\$285,800

(3) For modifications to existing structures that increase the square footage of structure, development fees shall be calculated based on multiplying the adopted development fee for the applicable Category of Development for the applicable Service Area by the number of additional Development Units resulting from the expansion. For example if an existing commercial facility in North Goodyear is being expanded to add another 10,353square feet of Gross Floor area with no change in water meters, the additional development fees for the additional area would be calculated as follows:

Dev Fee	Category of Development	Development Unit	Development Fee Per Development Unit for Applicable Service Area	Number of Development Units	Fee Owed
Police	Commercial	Per 1,000 sq. ft. of GFA	\$429	10.35 (10,353 ÷ 1,000)	\$4,440 (10.35 X \$429)
Fire	Commercial	Per 1,000 sq. ft. of GFA	\$467	10.35 (10,353 ÷ 1,000)	\$4,833 (10.35 X \$467)
Streets	Commercial	Per 1,000 sq. ft. of GFA	\$3,621	10.35 (10,353 ÷ 1,000)	\$37,477 (10.35 X \$3,621)
Parks	Commercial	Per 1,000 sq. ft. of GFA	\$29	10.35 (10,353 ÷ 1,000)	\$300 (10.35 X \$29)

(4) For modifications to existing structures that result in the addition of new utility meters, utility development fees shall be calculated based on multiplying the adopted development fee for the applicable Category of Development for the applicable Service Area by the new Development Units being added. The development fee calculations shall be based on the development fees in effect at the time of the modification. For example if an existing commercial facility in South Goodyear had a one-inch water meter and because of modifications to the facilities needed to accommodate additional service demands, two new one-inch water meters were being installed, the additional water development fee would be calculated as follows:

Dev Fee	Category of Development	Development Unit	Development Fee Per Development Unit for Applicable Service Area	Number of Development Units	Fee Owed**
Water	Commercial	Meter Size – 1"	\$13,097	2	\$26,194 (2 X \$13,097)

** If the additional water meters to be installed would result in water being discharged to the City's wastewater system, additional wastewater development fees would also be due and calculated in a manner similar to the water meter calculation above.

(5) For modifications to existing structures that result in a change in the size of utility meters, the additional development fees owed as a result of this change shall be calculated based on multiplying the adopted development fee for the applicable Category of Development for the applicable Service Area by the current Development Unit resulting from the modification and then subtracting the development fees calculated based on multiplying the adopted development fee for the applicable Category of Development for the Applicable Service Area by the prior Development Unit. The development fee calculations shall be based on the development fees in effect at the time of the modification. For example if an existing commercial facility in North Goodyear had a one-inch water meter for which the development fee is being modified to replace the

one-inch water meter with a two-inch meter, the additional water development fee would be calculated as follows:

Dev Fee	Category of Development	Development Unit	Development Fee Per Development Unit for Applicable Service Area	Number of Development Units	Fee Owed
Water	Commercial	Meter Size – 2"	\$40,257	1	\$40,257 (1 X \$40,257)
Water	Commercial	Meter Size – 1"	\$12,613	1	\$12,613 (1 X \$12,613)
Additional Fees**					\$27,644 (\$40,257–\$12,613)

** If the additional water meters to be installed would result in water being discharged to the City's wastewater system, additional wastewater development fees would also be due and calculated in a manner similar to the water meter calculation above.

(F) Special Fee Determination. In situations in which a development is of a type that does not closely fit within a particular Category of Development, or in which a development has unique characteristics such that the actual burdens and costs associated with providing Necessary Public Services to that development will differ substantially from that associated with other developments in a specified Category of Development, the City may allow or may require the Applicant to provide the Finance Director with an alternative development fee analysis. Based on a projection of the actual burdens and costs that will be associated with the development, the alternative development fee analysis may propose a unique fee for the development based on appropriate Service Units and applicable cost per Service Unit or may propose that the development be covered under the development fee schedule governing a different and more analogous Category of Development. The Finance Director shall review the alternative development fee analysis and shall make a determination as to the development fee to be charged. Such decision shall be appealable pursuant to Section 9-8-15. The Finance Director may require the Applicant to pay an administrative fee to cover the actual costs of reviewing the special fee determination application, including the costs of any Qualified Professionals.

9-8-10 CREDITS.

(A) Credits. Subject to the provisions of this section, credits shall be provided to the Developer towards the payment of Development Fees for an eligible Capital Facility required by the City and provided by the Developer.

(1) Credits shall only be issued pursuant to a Credit Agreement that meets the requirements of subsection (E) of this section.

(a) No credits shall be provided unless an application for a Credit Agreement is submitted to the City by the Developer within one year of the date the Capital Facility for which credits are otherwise eligible is accepted by the City Engineer or authorized designee.

(b) It is the responsibility of the Developer to request allocation of development fee credits through an application for a Credit Agreement. If development fee is paid before a Credit Agreement has been executed, no credits may be applied retroactively for that development fee and no reimbursements shall be made for the amount of the credit that would have been provided had a Credit Agreement been in effect when the development fee was paid.

(c) It is the responsibility of the entity to whom credits are allocated pursuant to a Credit Agreement or any amendment thereto, to notify City staff at the time an application for a building permit is submitted that a credit should be applied towards the payment of a development fee pursuant to an executed Credit Agreement or an executed amendment thereto. If the notification required hereunder is not made prior to the payment of the development fee, no credits may be applied retroactively for that development fee and no reimbursements shall be made for the amount of the credit that would have been provided had the notification been made prior to the payment of the development fee.

(d) Upon execution of a Credit Agreement by the Developer and the City Manager credits shall be deemed allocated to the Developer Property identified in the Credit Agreement.

(2) No credits shall be issued until the eligible Capital Facility for which the credits are being issued has been accepted by the City Engineer or authorized designee or until adequate financial security to insure the completion of the eligible Capital Facility has been provided in accordance with all of the terms of an executed Credit Agreement.

(B) Credit Ineligibility. Credits shall not be provided for a Capital Facility provided by a Developer under the following circumstances:

(1) No credits shall be provided for a Capital Facility that was provided by a Developer unless the Capital Facility is included in an adopted Infrastructure Improvements Plan and Fee Report as a Necessary Public Service or Facility Expansion for which a Development Fee is assessed.

(2) Credits shall not be provided for any Capital Facility provided by a Developer if the cost of such Capital Facility will be repaid to the Developer by the City through another agreement or mechanism, other than a Credit Agreement discussed in subsection (E) of this section. To the extent that the Developer will be paid or reimbursed by the City for any Capital Facility from any funding source including an agreement to reimburse the developer from future development fees, the amount of credits claimed by the Developer shall be reduced by the amounts to be paid or reimbursed by the City.

(C) Amount of Credits. The amount of the credits provided pursuant to this section shall be limited to the actual costs the Developer incurred in providing the eligible Capital Facility or to the costs of the Capital Facility included in the adopted Infrastructure Improvements Plan ("IIP") and for which the development fee is assessed, whichever is less. In no event shall the amount of any credit exceed the actual costs the Developer incurred in providing the eligible Capital Facility. By way of example, if a Developer incurs a cost of \$1,000,000 for the construction of a Capital Facility that is included in an adopted IIP that reflects the cost of the Capital Facility as being \$800,000 the amount of the credit will be limited to the \$800,000, the cost of the Capital Facility reflected in the IIP. Conversely, if a Developer incurs a cost of \$1,000,000 for the construction of a Capital Facility that is included in an adopted IIP that reflects the cost of the Capital Facility as being \$1,000,040, the amount of the credit will be limited to \$1,000,000, the actual costs Developer incurred in constructing the Capital Facility.

(1) Notwithstanding the foregoing, if development fees that are adopted are less than the fees reflected in the IIP and/or Fee Report as needed to pay for all of the Necessary Public Services and/or Facility Expansions included in the IIP (full fees), the amount of the credits provided pursuant to this section shall be reduced by the City proportionately.

(D) Application of Credits. The application of credits towards development fees is subject to the following:

(1) Credits may only be applied towards the development fee for the applicable Category of Necessary Public Services that included the Capital Facility for which the credit is being provided. By way of example, if a Developer expands a wastewater facility to provide wastewater services to new development in the portion of South Goodyear identified as a Service Area for Wastewater Development Fees, credits for the cost of the Facility Expansion may only be applied against Wastewater Development Fees in the South Goodyear wastewater Service Area.

(2) Credits may only be applied to development located within the same Service Area for which the Development Fee being credited is collected. By way of example, if a Developer is entitled to a credit for the costs of constructing a Capital Facility that is identified in an Infrastructure Improvements Plan as being necessary to provide water services to North Goodyear and it is included in the Water Development Fee for the Service Area North Goodyear, the credits provided may only be applied toward Water Development Fees for the Service Area North Goodyear.

(3) Credits shall be applied only to that portion of the applicable development fee attributable to the Capital Facility for which the credits are provided. By way of example, if a Developer constructs a Capital Facility that is included in an adopted IIP for which a wastewater development fee is assessed, and the costs of the Capital

Facility in the IIP represents 10% of the total costs of all Capital Facilities included in the IIP the amount of the credit that can be applied towards a wastewater development fee will be 10% of the applicable wastewater development fee. Thus if the wastewater development fee for a building in the North Goodyear Service Area was \$15,019 (calculated based on one two-inch meter) the amount of the credit that could be applied towards the wastewater development fee is \$1,502.

Dev Fee	Category of Development	Development Unit	Development Fee Per Development Unit for Applicable Service Area	Credit Portion (Percent of Cost in IIP)	Wastewater Credit
Wastewater	Commercial	Meter Size – 2"	\$15,109	10%	\$1,502 (15,019 X 10%)

(E) Credit Agreement. No credits shall be applied toward development fees unless the Developer and the City have entered into a Credit Agreement in a form provided by the City and which shall, at a minimum, include the following:

- (1) The total amount of credits resulting from the provision of an eligible Capital Facility.
- (2) A list of all of the Capital Facilities and costs of each Capital Facility included in the adopted Infrastructure Improvements Plan ("IIP") for which a development fee is assessed.
- (3) The credit amount to be applied towards development fees for each Development Unit within the new property for which credits shall be applied, which credit shall be calculated pursuant to subsection (D)(3) of this section.
- (4) If applicable, terms providing for the recalculation of the credit amount in the event that the Credit Agreement was executed before the Capital Facility was completed.
- (5) Provisions for recalculating the credit amount in the event the Infrastructure Improvements Plan and/or development fees are modified following the execution of the Credit Agreement.
- (6) A legal description and map property depicting the property for which credits shall be applied. This property shall be the property, the development of which resulted in the developer providing the Capital Facility for which the credits are being provided (the "Credit Eligible Property"). It may also include additional property if the additional property is part of a unified plan of development that includes the Credit Eligible Property. This property shall collectively be referred to as the "Developer Property."
- (7) The term of a Credit Agreement shall not exceed ten (10) years. Credits not applied prior to the expiration of the Credit Agreement shall expire.

(F) Multiple Entities. If multiple entities jointly provide an eligible Capital Facility, all entities must enter into a Single Credit agreement and any request for the allocation or reallocation of credits shall be made in writing and executed by all of the entities that provided the eligible Capital Facility.

(G) Reallocation of Credits. Credits provided under an executed Credit Agreement may be reallocated only by an amendment to the Credit Agreement executed by the City and Developer. An amendment to the Credit Agreement for the reallocation of credits is subject to the following:

- (1) The Developer that executed the Credit Agreement being amended and the entity that controls the property to which credits are to be allocated shall both be signatories to a written request seeking the reallocation.
- (2) The amount of the credits reallocated shall not exceed the total amount of credits resulting from the provision of an eligible Capital Facility, as reflected in the Credit Agreement less the amount of credits that have already been applied towards development fees owed for development within the property identified in the Credit Agreement, as of the date of the amendment and less the amount of credits reallocated to other property prior to the date of the amendment.

(a) By way of example, the amount of credits that would be available for reallocation assuming the following facts ((i) the Developer constructed an eligible Capital Facility and entered into a Credit Agreement that provided \$1,000,000 in total available credits; (ii) the Developer previously reallocated \$500,000 of the available credits to another property; and (iii) as of the effective date of the proposed amendment, \$200,000 of credits had been applied towards development fees for development within the property identified in the Credit Agreement (the "Developer Property")) would be \$300,000 calculated as follows ($\$1,000,000 - \$500,000 - \$200,000 = \$300,000$).

(4) A reallocation of credits shall not be made to any property that is subject to a Development Agreement or any other agreement or reimbursement mechanism that involves the category of development fees to which the reallocated credits would apply.

(5) The amendment for a reallocation of credits shall be on a form provided by the City, but shall include, at a minimum, the following:

(a) A legal description and map property depicting the new property for which credits shall be applied.

(b) The total amount of credits to be allocated to the new property and a provision pursuant to which Developer assigns to the entity who with the Developer requested the reallocation all legal rights and obligations related to the reallocated credits, subject to the terms of the Credit Agreement to the entity.

(c) The credit amount to be applied towards development fees for each Development Unit within the new property for which credits shall be applied, which shall be calculated pursuant to subsection (D)(3) of this section and provisions for recalculating the credit amount in the event the IIP and development fees are modified following the execution of the Credit Agreement.

(d) Modifications as needed to reflect the impact the reallocation shall have on credits available to serve the Developer Property.

(H) In lieu of a Credit Agreement provided herein and provided the improvements were publically bid, Developer and the City may enter into a Reimbursement Agreement in a form provided by the City and which shall, at a minimum, include the following:

(1) The total amount of reimbursement resulting from the provision of an eligible Capital Facility.

(2) A list of all of the Capital Facilities and costs of each Capital Facility included in the adopted Infrastructure Improvements Plan ("IIP") for which a development fee is assessed.

(3) The reimbursement amount to be paid from development fees collected for each Development Unit, which reimbursement amount shall be calculated in the same manner as the calculation of credit amounts pursuant to subsection (D)(3) of this section.

(4) Provisions for recalculating the reimbursement amount in the event the Infrastructure Improvements Plan and/or development fees are modified following the execution of the Reimbursement Agreement.

(5) The term of a Reimbursement Agreement shall not exceed ten (10) years.

(I) City Manager's Authority. The City Manager or authorized designee is authorized to establish procedures and submittal requirements for the issuance of Credit Agreements, amendments to Credit Agreements, requirements for the application of credits towards development fees, Reimbursement Agreements and amendments to Reimbursement Agreements. The procedures and submittal requirements shall, at a minimum, comply with the requirements set forth in this article. The City Manager, or in the absence of the City Manager, the person who has been authorized by the City Manager to act on his behalf during his absence shall be authorized to enter into Credit Agreements and amendments to Credit Agreements.

9-8-11 DEVELOPMENT FEE FUNDS AND USES OF DEVELOPMENT FEES.

(A) Development Fee Funds. Development Fees collected pursuant to this article shall be placed in separate interest bearing funds for each category of Necessary Public Facilities or Facilities Expansions for which development fees

are assessed (police, fire, streets, parks and recreation, water and wastewater) within each Service Area in which the development fees are assessed.

(B) Use of Development Fees. The use of Development Fees collected pursuant to this article is subject to the following:

(1) Development fees and any interest thereon may only be spent to provide or to provide reimbursement for costs of Necessary Public Services or Facilities Expansions that are: (i) included in an adopted Infrastructure Improvements Plan for which the development fees were assessed; (ii) that are for the same Category of Necessary Public Services for which the fee was collected; and (iii) serve the same Service Area for which the fees were collected.

(a) By way of example, street development fees collected for development occurring in the North Goodyear Service Area may be spent only on Necessary Public Services or Facilities Expansions included in an IIP for the North Goodyear Service Area.

(2) Development fees may not be used for any of the following:

(a) The costs of constructing, acquiring, expanding, or for the reimbursement of costs incurred in constructing, acquiring, or expanding infrastructure improvements that are not included in an adopted IIP.

(b) The repair, operation or maintenance of existing or new Necessary Public Services or Facility Expansions.

(c) Upgrading, updating, expanding, correcting or replacing existing Necessary Public Services to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards.

(d) Upgrading, updating, expanding, correcting or replacing existing Necessary Public Services to provide a higher level of service to existing development.

(e) Administrative, maintenance or operating costs of the City.

(3) Any development fees collected before January 1, 2012, remaining in a development fee funds shall be used towards the same Category of Necessary Public Services for which the development fee was collected.

(a) If development fees were collected for a facility that is not a Necessary Public Service as defined in this article, the fees shall be used for the purposes for which they were collected on or before January 1, 2020.

(b) If the development fees have not been spent by January 1, 2020, they shall be distributed equally among the Necessary Public Services included in an adopted IIP for the same Category of Necessary Public Services for which the fees were collected.

(C) Carry-Over. Notwithstanding the requirements of this article, the City may continue to assess and use development fees for a facility for which development fees could not otherwise be assessed pursuant to this article under the following conditions:

(1) Development fees were pledged to repay debt service obligations related to the construction of the facility prior to June 1, 2011; and

(2) After August 1, 2014, any development fees collected under this subsection (C) are used solely for the payment of principal and interest on the portion of the bonds, notes or other debt service obligations that were issued before June 1, 2011, to finance the construction of the facility.

9-8-12 REFUNDS.

(A) A refund (or partial refund) will be paid to any current owner of property within the City who submits a written request to the City and demonstrates that:

(1) The owner of the subject real property or its predecessor in interest paid a development fee on or after August 1, 2014, and one of the following conditions exists:

(a) Existing facilities have capacity to provide services to the property for which the development fee was collected but the available capacity has been reserved or pledged in connection with the construction or financing of the facilities and no service is provided; or

(b) After collecting the fee to construct a Capital Facility the City fails to complete construction of the Capital Facility within the time period identified in the Infrastructure Improvements Plan, as it may be amended, but no later than the time periods specified in A.R.S. § 9-463.05(H)(3), and the corresponding service is otherwise unavailable to the subject real property from that Capital Facility or any other infrastructure.

(c) Any part of the development fee collected for Water or Wastewater facilities has not been spent within 15 years of the date the fee was collected.

(d) Any part of the development fee collected for Police, Fire, Streets, or Parks and Recreation facilities has not been spent within 10 years of the date the fee was collected.

(e) The development fee was calculated and collected for the construction cost to provide all or a portion of a specific Capital Facility serving the subject real property and the actual construction costs for the Capital Facility are less than the construction costs projected in the Infrastructure Improvements Plan by a factor of 10% or more. In such event, the current owner of the subject real property shall, upon request as set forth in subsection (A) herein, be entitled to a refund for the difference between the amounts of the development fee charged for and attributable to such construction cost and the amount the development fee would have been calculated to be if the actual construction cost had been included in the Fee Report. The refund contemplated by this subsection (1)(e) shall relate only to the costs specific to the construction of the applicable Capital Facility and shall not include any related design, administrative, or other costs not directly incurred for construction of the Capital Facility that are included in the development fee as permitted by A.R.S. § 9-463.05.

(B) Earned Interest. A refund of all or part of a Development Fee shall include any interest actually earned by the City on the refunded portion of the Development Fee from the date of collection to the date of refund. All refunds shall be made to the record owner of the property at the time the refund is paid.

(C) Refund to Government. If a Development Fee was paid by a governmental entity any refund provided shall be paid to the governmental entity, regardless of who may own the property for which the development fee was paid.

(D) The right to a refund as provided in this section may not be assigned or pursued by any entity other than the property owner.

9-8-13 REPORTS.

(A) Annual Report. The City shall submit an annual report that complies with the requirements of A.R.S. § 9-463.05 (N) that account for the collection and use of development fees for each Service Area. A copy of the annual report shall be provided to the Goodyear City Clerk within 90 days of the end of the fiscal year, and a copy shall be posted on the City's website and copies of the annual report shall be made available to the public upon request.

(B) Biennial Audit. If an Advisory Committee is not formed, the City shall, in addition to the Annual Report described in subsection (A) of this section, provide for a certified audit of the City's Land Use Assumptions, Infrastructure Improvements Plan and development fees every two years ("Biennial Audit"). The biennial audit shall comply with the requirements of A.R.S. § 9-463.05(G)(2). The City shall post the findings of the audit on the City's website and shall conduct a public hearing on the audit within 60 days of the release of the audit to the public.

9-8-14 GENERAL PROVISIONS.

(A) Application. The provisions of this article relating to the collection of development fees shall apply to all new development within the corporate limits of the City and within the established Service Areas as those may be amended from time to time.

(B) Term. This article and the procedures established herein shall remain in effect unless and until repealed, amended or modified by the Mayor and City Council in accordance with applicable state law and the city code, ordinances and resolutions.

(C) Reservation. The City may reserve in an Infrastructure Improvement Plan adopted pursuant to the requirements of this article and A.R.S. § 9-463.05 or by other means reserve capacity to serve future development.

(D) Beneficial Use. Any development for which a development fee has been paid is entitled to the use and benefit of the service for which the fee was imposed and is entitled to receive immediate service from any existing facility with available capacity to serve the new Service Units if the available capacity has not been reserved or pledged in connection with the construction or financing of the facility.

(E) Development fees shall not be imposed under the following circumstances:

(1) No wastewater development fee shall be charged in connection with the installation of a water meter that is to be used solely for outdoor irrigation purposes and has no connection to the wastewater system.

(2) Development fees for water and wastewater shall not be imposed on development within a Service Area if the utility service for which the fee is being imposed is provided by a private utility company pursuant to its Certificate of Convenience and Necessity.

(F) Reduction or Elimination of Fees. Notwithstanding anything to the contrary in this article, including the terms of any development fee schedules provided pursuant to Section 9-8-9(B), if, after the date of the Final Approval, the City reduces development fees, the reduced fee shall apply to all developments.

(G) The payment of development fees shall not entitle the applicant to a building permit unless all other applicable land use, zoning, planning, platting, subdivision or other related requirements, standards and conditions of development have been met. Such other requirements, standards and conditions are independent of the requirement for payment of a development fee.

(H) Nothing in this article shall affect, in any manner, the permissible use of property, density/intensity of development, design and improvement standards or other applicable standards or requirements related to the development, which shall be operative and remain in full force and effect without limitation.

(J) Nothing in this article shall be deemed to limit the City's authority and ability to enter into development agreements pursuant to A.R.S. § 9-500.05, including development agreements that contain provisions regarding the construction of Necessary Public Services or Facilities Expansions, reimbursement, for Necessary Public Services or Facilities Expansions provided by a Developer, or development fee credits.

(K) Nothing in this article obligates the City to enter into any development agreement or any other agreement related to the development of property within the City.

(L) If the City agrees to waive any applicable development fees in a Development Agreement, the City shall reimburse the appropriate development fee fund for the amount of development fees waived. If an Advisory Committee has been established, notice of the waiver shall be provided to the Advisory Committee within 30 days of the date of the Development Agreement.

(M) Any action to collect development fees shall be commenced within two years after the obligation to pay the fee accrues.

9-8-15 APPEALS.

(A) A development fee determination or a credit determination by City staff may be appealed in accordance with the following procedures:

(1) An appeal shall be limited to disputes regarding the calculation of development fees owed for a specific development; the availability and calculation of any credits that should be applied towards development fees if a Developer provides or finances a Capital Facility; and the availability and calculation of any refunds authorized pursuant to this article.

(2) The burden of proof shall be on the party lodging the appeal to demonstrate that the decision of City staff is erroneous.

(3) An appeal shall be brought only by a person with standing, which is limited to the following:

(a) With respect to appeals regarding the calculation of development fees owed for a specific development only the party who is to pay the development fee shall have standing.

(b) With respect to appeals regarding the availability and calculation of any credits that should be applied towards development fees, only the Developer who provided or financed the Capital Facility for which the credits would be provided shall have standing.

(c) With respect to appeals regarding the availability and calculation of any refunds authorized pursuant to this article, only the owner of real property for which a development fee was paid after July 31, 2014, shall have standing.

(4) The appeal shall be initiated in writing and on a form provided by the City, which shall be submitted to the Finance Director.

(5) The Finance Director shall act upon the appeal within 30 calendar days of the Finance Director's receipt of the appeal, and the party lodging the appeal shall be notified of the Finance Director's decision in writing.

(6) The party who lodged the appeal may further appeal the decision of the Finance Director to the City Manager or authorized designee who shall be in a more senior position than the Finance Director. The appeal to the City Manager or authorized designee shall be in writing setting forth the reasons why the party appealing believes the decision of the Finance Director is in error and it shall be submitted to the City Manager within 14 calendar days of the date of the Finance Director's decision.

(7) The City Manager or authorized designee shall act upon the appeal with 14 calendar days of the receipt for the appeal and the party lodging the appeal shall be notified of the City Manager's or authorized designee's decisions in writing.

(8) The decision of the City Manager or authorized designee regarding the appeal shall be final.

(B) Building permits and Certificates of Occupancy may be issued during the pendency of an appeal if the party seeking the permit or certificate of occupancy (1) pays the full development fee calculated by the City at the time the appeal is filed or (2) pays the development fee believed to be owed by the Applicant and provides the City with financial assurances in the form acceptable to the Finance Director or authorized designee equal to the difference between the amount the City claims is owed and the amount paid. Upon final disposition of an appeal, the fee shall be adjusted in accordance with the decision rendered, and additional monies collected or a refund paid as warranted. If the appeal is denied by the City of Goodyear Manager or authorized designee, and the Applicant has provided the City with financial assurances as set forth in this subsection (B), the additional monies owed shall be paid to the City within 10 days of the City of Goodyear Manager or designee's final decision on the appeal. If the Applicant fails to deliver the additional monies owed the City may draw upon such financial assurance instrument(s) as necessary to recover the full amount of the development fees due.

9-8-16 CONFLICT.

(A) To the extent of any conflict between other City ordinances and this article, this article shall be deemed to be controlling; provided, however, that this article is not intended to amend or repeal any existing City ordinance, resolution or regulation.

(B) Defined terms in any previously adopted fee schedule shall be interpreted according to the Ordinance in effect at the time of its adoption.