City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338
Monday, March 22, 2021
6:00 PM

Mayor
Georgia Lord

Vice Mayor
Bill Stipp

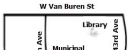
Councilmember
Joe Pizzillo

Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Brannon Hampton

Councilmember
Laura Kaino



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

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

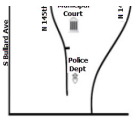
- Respond to criticism.
- Request that staff investigate and report on the matter.
- Request that the matter be scheduled on a future agenda.

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

PROCEDURES
Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Goodyear City Council and to the general public that the Council of the city of Goodyear will hold a meeting open to the public. Public body members of the city of Goodyear will attend either in person or by telephone conference call and/or video communication. The Goodyear City Council may vote to go into Executive Session, pursuant to A.R.S. § 38-431.03(A)(3), which will not be open to the public, to discuss certain matters. Meetings are conducted in accordance with the City Council Meetings Council Rules of Procedure adopted by Resolution No.2018-1879



City Clerk's Office: 190 N. Litchfield Rd, Goodyear, AZ 85338 (623) 882-7830 www.goodyearaz.gov/cityclerk
City Council Meeting Live Broadcast: https://www.facebook.com/goodyearazgov/videos



Monday, March 22, 2021	6:00 p.m.	Meeting Agenda

While the Goodyear City Council meetings are open to the public, the occupancy has been reduced to implement social distancing. Seating is generally available on a first come basis, but meeting attendees will be cycled in and out if necessary to allow for speakers to speak on certain agenda items.

If you wish to speak during a Regular Meeting, please complete a speaker's card so that we may ensure you are in the room for that item.

Face Masks are required and must be worn when moving throughout the building.

Members of the public may still participate in the following ways:

1. Submit questions and comments for the Mayor and Council at the meeting:
   • Send an email to publiccomments@goodyearaz.gov.
   • Comments are limited to three minutes (approximately 380 words).
   • Include the Agenda Item Number.
   • Include your contact information.
   • Include if you are a Goodyear resident.
2. View the meeting at:
   • www.facebook.com/goodyearazgov (no account necessary);
   • www.goodyearaz.gov/youtube
3. Contact your Mayor and Council any time prior to the meeting at gycouncil@goodyearaz.gov

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER LAURITANO

ROLL CALL

COMMUNICATIONS

1. **2021 HOP & HOPS "EGG-LUMINATED" DRIVE-THRU EVENT**

   Staff will provide information about the Hops and Hops event.

CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

2. **APPROVAL OF MINUTES**

   Recommendation:

   Approve the draft minutes of the March 1, 2021 City Council Regular Meeting and the March 15, 2021 Special Meeting. (Darcie McCracken, City Clerk)

3. **CANVASS THE MARCH 9, 2021 ELECTION RESULTS**

Recommendation:

ADOPT RESOLUTION NO. 2021-2138 DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL ELECTION HELD ON MARCH 9, 2021; DECLARING RESULTS ON TEN PROPOSITIONS; AND ORDERING THE CITY CLERK TO RECORD THIS RESOLUTION. (Darcie McCracken, City Clerk)

4. **LOCATION TRANSFER FOR SERIES 6 (BAR) LIQUOR LICENSE FOR MACAYO'S**

Recommendation:

Recommend to the Arizona Department of Liquor Licenses and Control (DLLC) approval of Application No. 138155, a request from Navayogasingam Thuraisingam, agent/applicant for Kind Hospitality Inc., for a Location Transfer of a Series 6 (Bar) liquor license. No. 06070119, located at 1474 N Litchfield Road, Goodyear, Arizona 85338 (Generally located west of Litchfield Road and south of McDowell Road). (Darcie McCracken, City Clerk)

5. **PRELIMINARY PLAT FOR AVION AT BALLPARK VILLAGE**

Recommendation:

Approve the preliminary plat for Avion at Ballpark Village attached hereto, subdividing approximately 153.65 acres into 575 lots, 49 tracts and 2 parcels (the "Property"), subject to stipulations. (Christian Williams, Planner)

6. **FINAL PLAT OF REV AT BALLPARK VILLAGE**

Recommendation:

Waive the requirement for a preliminary plat pursuant to A.R.S. 9.463.01(U) and conditionally approve the Replat of REV at Ballpark Village attached hereto, subject to stipulations. (Katie Wilken, Planning Manager)

7. **ACCEPTANCE OF A PUBLIC UTILITY AND SIDEWALK EASEMENT ASSOCIATED WITH THE GOODYEAR PROFESSIONAL PLAZA PROJECT**

Recommendation:

Accept the Public Utility and Sidewalk Easement attached hereto and authorize its execution and recordation with the Maricopa County Recorder. (Linda Beals, Real Estate Coordinator)

8. **APPROVE THE BUDGET TRANSFERS FOR FY2021**

Recommendation:

Approve the FY2021 budget transfers. (Doug Sandstrom, Finance 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

9. **COBBLESTONE EXPRESS CAR WASH USE PERMIT REQUEST TO ALLOW A CAR WASH USE ON PROPERTY ZONED PLANNED AREA DEVELOPMENT (PAD), GENERAL COMMERCIAL (C-2)**

Recommendation:

1. Conduct a public hearing to consider a request for a Use Permit for a car wash on a 1.81-acre property zoned Planned Area Commercial (PAD), General Commercial (C-2) located north of W. Yuma Road and east of S. Cotton Lane, in the Canyon Trails Towne Center.
2. Recommend conditional approval of a request for a Use Permit to allow a car wash (Cobblestone Express) on a 1.81-acre property zoned Planned Area Development (PAD), General Commercial (C-2) located North of W. Yuma Road and East of S. Cotton Lane, subject to the following stipulations. (Katie Wilken, Planning Manager)

10. **APPROVE THE ARIZONA STATE LAND DEPARTMENT REZONE**

Recommendation:

1. Conduct a public hearing to consider a request to rezone approximately 1,060 acres located east of Perryville Road, south of Indian School Road, west of Citrus Road and north of McDowell Road from Agricultural (AG) to Planned Area Development (PAD).
2. Alternative Actions
    a. Deny the request to rezone property from the Agricultural (AG) zoning district to the Planned Area Development (PAD) zoning district; or,
    b. ADOPT RESOLUTION NO. 2021-2140 DECLARING A PUBLIC RECORD THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED “OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-01 CITY OF GOODYEAR, AZ – REZONE CASE”; “LEGAL DESCRIPTION – ASLD REZONE”; AND “ARIZONA STATE LAND DEPARTMENT PAD, DATED MARCH 11, 2021”
    c. ADOPT ORDINANCE NO. 2021-1497 CONDITIONALLY REZONING APPROXIMATELY 1,060 ACRES GENERALLY LOCATED EAST OF PERRYVILLE ROAD, SOUTH OF INDIAN SCHOOL ROAD, WEST OF CITRUS ROAD, NORTH OF MCDOWELL ROAD; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES. (Katie Wilken, Planning Manager)

BUSINESS

11. **ESTABLISH CHAPTER 27 IN THE GOODYEAR CITY CODE FOR PARKS & RECREATION AND ADD ARTICLE 27-1 (TREE CARE AND MANAGEMENT)**

Recommendation:

1. ADOPT RESOLUTION NO. 2021-2132 DECLARING A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED “ENACTING A NEW CHAPTER OF THE CITY OF GOODYEAR CODE OF ORDINANCES, TO ESTABLISH CHAPTER 27 PARKS AND RECREATION, ARTICLE 27-1 TREE CARE AND MANAGEMENT”.
2. ADOPT ORDINANCE NO. 2021-1496 ENACTING A NEW CHAPTER TO THE CITY OF GOODYEAR CODE OF ORDINANCES TO ESTABLISH CHAPTER 27 TITLED, PARKS AND RECREATION, AND ESTABLISHING ARTICLE 27-1 TREE CARE AND MANAGEMENT; PROVIDING FOR CORRECTIONS; SEVERABILITY; PENALTIES AND AN EFFECTIVE DATE. (David Seid, Parks and Recreation Deputy Director)

12. **AUTHORIZING THE ISSUANCE OF TAXABLE ADVANCE REFUNDING OF SERIES 2011A IN THE AMOUNT NOT TO EXCEED $25,800,000**

Recommendation:

ADOPT RESOLUTION NO. 2021-2135 AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT, A TRUST AGREEMENT, A DEPOSITORY TRUST AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, AN OBLIGATION PURCHASE AGREEMENT AND FORMS OF RELATED OBLIGATION DOCUMENTS; APPROVING A PRELIMINARY OFFICIAL STATEMENT; APPROVING THE SALE, EXECUTION AND DELIVERY OF TAXABLE EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2021, EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN AN AGREEMENT BETWEEN THE CITY OF GOODYEAR, ARIZONA AND A TRUSTEE; AUTHORIZING AND RATIFYING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THE RESOLUTION. (Jared Askleson, Finance Manager)

13. **AUTHORIZING THE ISSUANCE OF THE CITY OF GOODYEAR GENERAL OBLIGATION BONDS FOR MUNICIPAL BUILDINGS IN THE AMOUNT NOT TO EXCEED $45,195,000**

Recommendation:

ADOPT RESOLUTION NO. 2021-2134 AUTHORIZING THE ISSUANCE AND SALE OF CITY OF GOODYEAR, ARIZONA, GENERAL OBLIGATION BONDS, SERIES 2021; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; APPOINTING A REGISTRAR AND PAYING AGENT FOR THE BONDS; APPROVING THE FORM OF CERTAIN DOCUMENTS AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; DELEGATING THE AUTHORITY TO APPROVE AND DEEM FINAL A FORM OF OFFICIAL STATEMENT; RATIFYING ALL ACTIONS TAKEN AND TO BE TAKEN WITH RESPECT TO THE BONDS IN FURTHERANCE OF THIS RESOLUTION; AND AUTHORIZING ANY NECESSARY BUDGET TRANSFERS RELATED TO THE BONDS AND THE PROJECTS FINANCED THEREBY. (Jared Askelson, Finance 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.

1. Reports from the Mayor and City Council
    a. This may include current events and activities as well as requests for information or future agenda items.
2. Report from the City Manager
    a. 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		
April 5, 2021	Work Session	5:00 p.m.
April 5, 2021	Special Meeting	Immediately following the Work Session

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.

LA CIUDAD DE GOODYEAR PROCURA HACER TODA JUNTA PUBLICA ACCESIBLE A PERSONAS CON DISCAPACIDADES. Con un aviso de 48 horas por adelantado se puede proveer asistencia especial a personas con discapacidades visuales o auditivas durante la junta. Se harán adaptaciones razonables con previa solicitud para personas con discapacidades o para residentes que no hablan inglés. Favor de llamar a la Secretaria Municipal al (623) 882-7830 o Retransmisión de Arizona (TDD) 7-1-1 para solicitar adaptaciones para participar en la junta pública.

AGENDA ITEM #: 1.
DATE: 03/22/2021
CAR #: CO-2021-394

CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Brenna Hosey, Festival & Events Coordinator

SUBJECT:
2021 HOP & HOPS "EGG-LUMINATED" DRIVE-THRU EVENT

Staff will provide information about the Hops and Hops event.

Attachments

Presentation

presented by the city of Goodyear:

An Egg-luminated drive-thru

presented by

Palm Valley Pediatric
DENTISTRY & ORTHODONTICS



partnered w/

HICKMAN'S
FAMILY FARMS

APRIL 1-4 6-10 PM



Eggciting Details

Date(s):
April 1 - 4, 2021

Location:
Goodyear Ballpark

Time:
Daily from 6:00 pm to 10:00 pm

Summary:
Illuminated Easter-themed drive-thru with activations for photographs along the way. Giveaways at the entrance & end.

Cost:
Free, but registration is required.

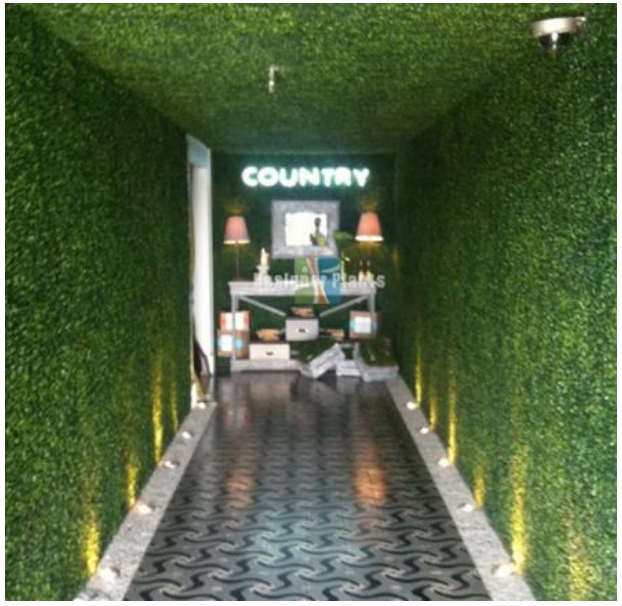



ELV








COUNTRY


The Maniaticos
Est2017






Hop to it

AGENDA ITEM #: 2.
DATE: 03/22/2021

APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

Recommendation:

Approve the draft minutes of the March 1, 2021 City Council Regular Meeting and the March 15, 2021 Special Meeting. (Darcie McCracken, City Clerk)

Attachments

March 1, 2021 Draft Regular Meeting Minutes
March 15, 2021 Draft Special Meeting Minutes

City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338

Monday, March 1, 2021	6:00 p.m.	Meeting Minutes

CALL TO ORDER

Mayor Lord called the Regular Meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR LORD

ROLL CALL

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

Staff Present: City Manager Julie Arendall; City Attorney Roric Massey; City Clerk Darcie McCracken

COMMUNICATIONS

1. **WATER CONSERVATION COMMITTEE**

Water Resources & Sustainability Manager Gretchen Erwin presented an update on the City's Water Conservation Program and the recommendations from the Water Conservation Committee (Committee). The Committee was commissioned by the City Council in 2016, and it concluded with 12 recommendations that were focused on outdoor water use.

Ms. Erwin provided the details on the Committee's activities that included outreach, education, engagement, and customer friendly services.

Ms. Erwin stated that the number one recommendation of the Committee was Landscape Design Standards. The Development Services Department has taken the lead on the project and a contractor was preparing a draft for review. She stated that Water Resources provided a list of recommendations that included limiting turf to usable recreation areas, limiting turf in model homes to 20% of the landscapeable area, and requiring the use of the City's preferred plant list of low water use plants for homeowner's associations and open spaces. She then provided an update on the Conservation Rate Structure, Water Intensive Exceptions, and the Water Main Flushing Program.

Ms. Erwin noted that an Arizona Municipal Water Users Association (AMWUA) study showed that the City of Goodyear's residential per capita use of water was the lowest of the 10 AMWUA cities; averaging in the low 80s for gallons of water per capita per day.

Council expressed their excitement about the AMWUA ranking and how well the City of Goodyear was doing.

CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Councilmember Brannon Hampton, **SECONDED BY Councilmember Joe Pizzillo to APPROVE Consent Agenda Items 2 through 4. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Bill Stipp**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**

Passed - Unanimously

2. **APPROVAL OF MINUTES**
Recommendation:
Approve the draft minutes of the February 1, 2021 City Council Special Meeting and the February 8, 2021 City Council Regular Meeting. (Darcie McCracken, City Clerk)

3. **ACCEPTANCE OF A FIRE HYDRANT AND WATER LINE EASEMENT ASSOCIATED WITH THE GOODYEAR AIRPORT INDUSTRIAL PROJECT**

Recommendation:
Accept the Fire Hydrant and Water Line Easement attached hereto and authorize its execution and recordation with the Maricopa County Recorder. (Linda Beals, Real Estate Coordinator)

4. **APPROVAL OF ISSUANCE OF TEMPORARY CONSTRUCTION AND ACCESS EASEMENT ASSOCIATED WITH THE GOODYEAR CIVIC SQUARE-CITY HALL DEVELOPMENT**

Recommendation:
Approve and authorize the execution of a Temporary Construction and Access Easement for the Goodyear Civic Square City Hall Development. (Linda Beals, Real Estate Coordinator)

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

5. **PLANNED AREA DEVELOPMENT AMENDMENT TO AMEND THE RESTATED AND AMENDED FINAL PLANNED AREA DEVELOPMENT FOR BALLPARK VILLAGE & BALLPARK VILLAGE - SOUTH**

This item is a continuation from a Public Hearing that was opened on February 22, 2021.

Principal Planner Karen Craver presented a Planned Area Development (PAD) Amendment

to amend the restated and amended final PAD for Ballpark Village and Ballpark Village - South. Ms. Craver stated that both properties were located on the east side of Estrella Parkway.

Ms. Craver explained that Ballpark Village - South was approved for single and multifamily development and consisted of three zoning categories. The zoning categories were RES-1, RES-2, and RES-3. She stated that the amendments would revise the dwelling unit density range to 5-30 dwelling units/acre as well as amending the building height to 55 feet for the three zoning categories.

Ms. Craver spoke about the public outreach noting that two of the property owners in Ballpark Village supported the amendment while the other two property owners in the RES-3 section of Ballpark Village – South opposed the amendment. She added that one resident, outside the PAD, did not support multifamily in general.

Ms. Craver stated that the Planning and Zoning Commission (Commission) voted 4-2 to recommend approval of the amendment. She added that the dissenting members cited concerns with the density amendments changing the vision for Ballpark Village-South and the height changes resulting in high-rise apartment buildings.

Ms. Craver explained that staff met with El Dorado Holdings, the applicant, to work out a resolution that would be supported by the other two property owners. That meeting resulted in the density amendment only occurring in RES-1 and RES-2 and the maximum building height being 42 feet to 46 feet in RES-1 and RES-2 only.

She noted that staff supported the revised amendment and was recommending approval, subject to stipulations.

Brennan Ray, with Burch & Cracchiolo, was available for questions, if needed.

Mayor Lord closed the Public Hearing at 6:29 p.m.

Council asked if the Cleveland Indians Clubhouse (Clubhouse) had the same height requirements as what was being amended. Ms. Craver replied that the Clubhouse was in the RES-3 zoning category and that the maximum height allowed in that category was 75 feet. She added that the Clubhouse was probably within 40-45 feet of the requirement.

Council expressed that the area near the ballpark was a great area for multifamily projects.

MOTION BY Councilmember Wally Campbell, **SECONDED BY Vice Mayor Bill Stipp to ADOPT RESOLUTION NO. 2021-2030 DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 20-03A"; "LEGAL DESCRIPTION"; AND RESTATED & AMENDED FINAL PLANNED AREA DEVELOPMENT FOR BALLPARK VILLAGE & BALLPARK VILLAGE – SOUTH DATED NOVEMBER 23, 2020". The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Bill Stipp**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**

Passed - Unanimously

MOTION BY Councilmember Laura Kaino, **SECONDED BY Councilmember Sheri Lauritano to ADOPT ORDINANCE NO. 2021-1494 CONDITIONALLY REZONING**

APPROXIMATELY 254.5 GROSS ACRES LOCATED ON THE EAST SIDE OF ESTRELLA PARKWAY, BETWEEN W. GOODYEAR BOULEVARD S. AND BULLARD AVENUE TO AMEND CERTAIN RES CATEGORY MULTI-FAMILY DEVELOPMENT STANDARDS IN THE RESTATED & AMENDED FINAL PLANNED AREA DEVELOPMENT FOR BALLPARK VILLAGE & BALLPARK VILLAGE - SOUTH; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES. The motion carried by the following vote:

AYE: **Mayor Georgia Lord**, **Vice Mayor Bill Stipp**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**

Passed - Unanimously

BUSINESS

6. FY2021 SPRING PAVEMENT MANAGEMENT PROJECTS

City Traffic Engineer Hugh Bigalk and Pavement Management Coordinator Brian Harvel presented the Fiscal Year 2021 (FY2021) Spring Pavement Management projects.

Mr. Bigalk discussed the status of the FY2021 Fall/Winter pavement projects noting that there was an estimated project savings of $173,200.

Mr. Harvel provided details on the asphalt micro surfacing that was being applied in the spring of FY2021 to the arterial and high-volume collector streets and the asphalt slurry seal that was being applied to residential surface streets.

Mr. Bigalk explained the cost summary of the FY2021 Spring Pavement Management project would total $1,600,000.

Council asked when would the projects that were currently in progress be completed. Mr. Harvel responded that they would be completed by June 30, 2021, and would be in progress along with the FY2021 pavement projects that would begin in mid-April 2021. He noted that all pavement projects would be completed by the end of the fiscal year.

Council asked if staff could discuss the details of the Pavement Management Program. Mr. Bigalk explained that the program was an ongoing project every year. Staff generated the maps and projects throughout the City based on funding allocations and then tried to maximize the City's dollar by maximizing the volume of a certain product to get a volume savings.

Council thanked staff for the presentation and that they were looking forward to the project.

MOTION BY Vice Mayor Bill Stipp, **SECONDED BY Councilmember Joe Pizzillo to APPROVE expenditures in the amount of $1,600,000 to complete pavement management projects in various locations throughout the City. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Bill Stipp**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**

Passed - Unanimously

7. **APPROVAL TO SUBMIT AN APPLICATION FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT**

Fire Chief Paul Luizzi presented a request to authorize the submission of an application for the Staffing for Adequate Fire and Emergency Response grant (SAFER). Chief Luizzi stated the SAFER grant was a Federally funded grant program. The grant program provided funding directly to the fire department to help increase or maintain the number of trained firefighters and it paid for operational firefighting positions only.

Chief Luizzi explained that the grant was a reimbursable grant where the City would expend the resources, then draw the reimbursement from the award. He discussed the ineligible expenses for this grant such as pre-application, administrative, and any indirect costs associated with hiring firefighters.

Chief Luizzi discussed the recruitment implementation timeline if the City was awarded the grant. He noted that a default 180-day recruitment period would begin when the application was approved for award.

Chief Luizzi spoke about the other conditions to the SAFER grant stating that operational staffing levels must be maintained at the level that existed at the time of the award, in addition to SAFER-funded positions.

Chief Luizzi also presented an alternate recruitment timeline in case the City chose not to apply or was not successful in receiving the grant award.

Council asked how many firefighter positions would the grant cover. Chief Luizzi responded that the City would be requesting 15 firefighter positions.

Council asked if the City of Goodyear has previously used this grant. Chief Luizzi commented that the City has not, but that the cities of Surprise, Avondale, and Scottsdale have been successful recipients of the grant.

Council thanked Chief Luizzi for pursuing the grant.

MOTION BY Councilmember Sheri Lauritano, **SECONDED BY Councilmember Joe Pizzillo to ADOPT RESOLUTION NO. 2021-2136 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) PROGRAM FUNDS TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Bill Stipp**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**

Passed - Unanimously

8. **DONATION OF A SURPLUS 2014 CHEVROLET TAHOE TO THE BUCKEYE VALLEY FIRE DISTRICT**

Fire Chief Paul Luizzi presented a request to approve the donation of a surplus 2014 Chevrolet Tahoe to the Buckeye Valley Fire District (District). He stated the vehicle would directly support and enhance the District's Terrorism Liaison Officer Program (TLO).

Chief Luizzi noted that Fleet Services was in possession of the Tahoe and that it was replaced due to age, miles, and condition. The Tahoe is 7 years old and has over 100,000 miles. Chief Luizzi stated that the current procurement policy permitted the donation of the vehicle as described.

Chief Luizzi explained the alternative consideration to this vehicle would be to send the vehicle to auction with the anticipated collection of $5,000-6,000.

MOTION BY Vice Mayor Bill Stipp, **SECONDED BY Councilmember Wally Campbell to ADOPT RESOLUTION NO. 2021-2137 APPROVING THE EXECUTION OF AN AGREEMENT PROVIDING FOR THE DONATION OF THE CITY'S SURPLUS 2014 CHEVROLET TAHOE TO THE BUCKEYE VALLEY FIRE DISTRICT FOR USE IN THE TERRORISM LIAISON OFFICER PROGRAM. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Bill Stipp**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**

Passed - Unanimously

9. **APS THREE RIVERS 230 KV TRANSMISSION LINE PROJECT**

Director of Engineering Sumeet Mohan presented the Arizona Public Service Company (APS) Three Rivers 230 kV Transmission Line Project. Mr. Mohan spoke about the timeline for the APS Three River 230 kV Transmission Line project stating that it began in February 2020 when APS announced the project would serve a new data center near Bullard Avenue and Van Buren Street.

Mr. Mohan showed a map of the preferred route for the project that was proposed by APS along with two alternative route maps. He went on to also describe what a typical 230 kV pole looked like.

Council wanted the public to know that they did not have many questions on the subject due to conversations they have had with APS.

MOTION BY Vice Mayor Bill Stipp, **SECONDED BY Councilmember Laura Kaino to APPROVE the preferred route as reflected in Exhibit 2 attached hereto and the two alternative routes as reflected in Exhibits 3 and 4 attached hereto for the 230 kV Transmission Lines, that APS plans to bring before the Arizona Power Plant and Transmission Line Siting Committee in April 2021. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Bill Stipp**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**

Passed - Unanimously

10. **DEVELOPMENT AGREEMENT FOR AT-RISK PERMITS FOR DEVELOPMENT OF CIVIC SQUARE**

Director of Engineering Sumeet Mohan requested approval of a development agreement to

be entered into with Globe Corporation to issue at-risk building foundation permits to Ryan Corporation, the design builder for the Civic Square project.

MOTION BY Councilmember Wally Campbell, **SECONDED BY Councilmember Brannon Hampton to ADOPT RESOLUTION NO. 2021-2142 APPROVING THE DEVELOPMENT AGREEMENT FOR AT-RISK PERMITS FOR DEVELOPMENT OF CIVIC SQUARE; PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND DEVELOPMENT AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE. The motion carried by the following vote:**

AYE: **Mayor Georgia Lord**, **Vice Mayor Bill Stipp**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**

Passed - Unanimously

INFORMATION ITEMS

City Manager Julie Arendall recapped the 2021 Spring Training season that kicked off on Sunday, February 28 by welcoming 2,211 eager fans. The Cleveland Indian game proceeds would benefit Hope Team and the Cincinnati Reds game proceeds would benefit the New Life Center. Ms. Arendall noted that to date, 20 of the 28 games were sold out and that limited tickets were available for purchase for select games.

Ms. Arendall went on to discuss the heavy upstream water flow from agricultural areas north of Goodyear into the Bullard Wash. The existing lines have been working as designed, but the flow and velocity of the tail water being received was making the water go into the overflow. The City line was inspected in December and was found to be operating as it should. She added that the City was aware that the overflow was causing disruptions to nearby neighborhoods and the City was working diligently to manage the flows and the disruptions.

Council asked if Pebblecreek has made any improvements to their lines. Ms. Arendall replied that the City was aware that Pebblecreek had scoped their lines, but was not aware of any improvements.

Ms. Arendall reminded everyone about the March 9 Special Election stating that ballots must be returned by March 9 to City Hall, which was also serving as a ballot replacement center.

Ms. Arendall lastly discussed that the City had been working the Maricopa Association of Governments in partnership with the City of Avondale to conduct the Avondale Goodyear Transit Study. Two virtual public outreach meetings will be held on March 4 from 5:00 p.m. - 6:30 p.m. and March 10 from 5:00 a.m. - 10:30 a.m. to receive final input from the public.

FUTURE MEETINGS

March 15, 2021 Special Meeting 5:00 p.m.

ADJOURNMENT

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

_____ _____

Darcie McCracken, City Clerk Georgia Lord, 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 March 1, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2021. SEAL:

_____

Darcie McCracken, City Clerk

City Council Special Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338

Monday, March 15, 2021	5:00 p.m.	Meeting Minutes

CALL TO ORDER

Mayor Lord called the Special Meeting to order at 5:01 p.m.

ROLL CALL

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

Staff Present: City Manager Julie Arendall; City Attorney Roric Massey; City Clerk Darcie McCracken

BUSINESS

COUNCIL, UPON ROLL CALL VOTE, MAY CONVENE INTO EXECUTIVE SESSION AS POSTED FOR THE FOLLOWING:

MOTION BY Councilmember Brannon Hampton, SECONDED BY Vice Mayor Bill Stipp to CONVENE an Executive Session. The motion carried as follows:

AYE: **Mayor Georgia Lord**, **Vice Mayor Bill Stipp**, **Councilmember Joe Pizzillo**, **Councilmember Sheri Lauritano**, **Councilmember Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**

Passed - Unanimously

1. Pursuant to A.R.S. § 38-431.03(A)(3)& (4): Discussion and consultation for legal advice with the city's attorney and to consider its position and instruct its representatives regarding the contracts subject to negotiation for the provision of public safety services to Litchfield Park.

2. Pursuant to A.R.S. § 38-431.03(A)(3): Discussion and consultation with the City Attorney for legal advice regarding the Schires v. Carlat decision.

3. Pursuant to A.R.S. § 38-431.03(A)(3): Discussion and consultation for legal advice with the city's attorney regarding the development of a Small Business Assistance program.

4. Pursuant to A.R.S. § 38-431.03(A)(3) & (4): Discussion and consultation for legal advice with the city's attorney and to consider its position and instruct its representatives regarding the Westcor/Macerich Development Agreement.

The City Council entered into Executive Session at 5:04 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Lord adjourned the Executive Session at 7:01 p.m.

RECONVENING OF SPECIAL MEETING

Mayor Lord reconvened the Special Meeting at 7:01 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Lord adjourned the Special Meeting at 7:02 p.m.

_____ _____
Darcie McCracken, City Clerk Georgia Lord, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL SPECIAL MEETING of the city of Goodyear, Arizona, held on March 15, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2021. SEAL:

_____
Darcie McCracken, City Clerk

AGENDA ITEM #: 3.
DATE: 03/22/2021
CAR #: 2021-7196

CITY COUNCIL ACTION REPORT

SUBJECT: CANVASS THE MARCH 9, 2021 ELECTION RESULTS

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY:

Adopt the resolution adopting the results of the Special Election held on March 9, 2021.

Recommendation:

ADOPT RESOLUTION NO. 2021-2138 DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL ELECTION HELD ON MARCH 9, 2021; DECLARING RESULTS ON TEN PROPOSITIONS; AND ORDERING THE CITY CLERK TO RECORD THIS RESOLUTION. (Darcie McCracken, City Clerk)

FISCAL IMPACT:

Adopting Resolution No. 2021-2138 has no direct fiscal impact.

BACKGROUND AND PREVIOUS ACTIONS:

On October 5, 2020, City Council called for a Special Election and referred 10 propositions to the voters. The Special Election took place on March 9, 2021.

Voter turnout for the last ten years is listed below:

Date/Type of Election	Population	Registered Voters	%Population Registered	Ballots Cast	%Voter Turnout
Special/Charter Election 3/9/21	92,865	57,326	61.73%	9,720	16.96%
Special/Primary Election 3/12/2019	84,659	46,328	54.72%	10,205	22.03%
General Election 5/15/2017	74,625	42,379	56.8%	10,226	24.213%
Primary Election 3/14/2017	74,625	43,244	58%	12,562	29.05%
Primary Election 3/10/2015	73,832	34,666	47%	7,515	21.68%
Special Election 11/4/2014	73,832	35,180	48%	16,266	46.6%

General Election 5/21/2013	69,018	33,262	48%	6,931	20.84%
Primary Election 3/12/2013	69,018	32,852	48%	8,017	24.40%
General Election 5/17/2011	65,275	31,075	48%	7,170	23.08%
Primary Election 3/8/2011	65,275	32,103	49%	9,222	28.73%

STAFF ANALYSIS

Per A.R.S. § 16-642, the city is required to canvass the vote of the election not less than six (6) days nor more than twenty (20) days following the election.

Attachments

Resolution

Exhibit A

Exhibit B

RESOLUTION NO. 2021-2138

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL ELECTION HELD ON MARCH 9, 2021; DECLARING RESULTS ON TEN PROPOSITIONS; AND ORDERING THE CITY CLERK TO RECORD THIS RESOLUTION.

WHEREAS, the city of Goodyear City Council created the Ad-Hoc City Charter Review Committee on January 27, 2020 and charged the Committee with a full review of the City Charter; and

WHEREAS, the city of Goodyear City Council called for an election and submitted ten ballot measures to the voters on October 5, 2020; and

WHEREAS, the city of Goodyear held a Special Election on Tuesday, March 9, 2021, for the purpose of determining if changes should be made to the City Charter; and

WHEREAS, A.R.S. § 16-642 requires that the City Council canvass the returns of the election not less than six (6) days nor more than twenty (20) days following the election; and

WHEREAS, the election returns have been presented to, and have been canvassed by, the Goodyear City Council;

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

SECTION 1. The total number of votes cast at said Special Election was 9,720. (Exhibit A)

SECTION 2. The total number of rejected and late ballots was 82. (Exhibit B)

SECTION 3. The votes cast for the Propositions were as follows (Exhibit A):

Proposition	Yes	No
Proposition 451 (Article II The Council)	5,991	3,599
Proposition 452 (Article III The City Manager)	6,925	2,637
Proposition 453 (Article IV Administrative Departments and Offices)	6,854	2,621
Proposition 454 (Article VI Finance and Taxation)	7,255	2,299
Proposition 455 (Article VII Ordinances and Resolutions)	6,916	2,640
Proposition 456 (Article VIII Contracts)	6,214	3,202
Proposition 457 (Article IX Elections)	5,757	3,603
Proposition 458 (Article XI Municipal Court)	6,761	2,547
Proposition 459 (Article XIII General Provisions)	7,448	1,947
Proposition 460 (Article I Incorporation, Form of Government, Powers of City, Boundaries and Article XV Succession in Government)	7,406	2,016

SECTION 4. That it is found, determined, and declared of record that Propositions 451, 452, 453, 454, 455, 456, 457, 458, 459 and 460, having been submitted to the voters and having received a number of votes that was more than the majority of the votes cast, are approved by the qualified electors.

SECTION 5. That Exhibits A and B attached to this resolution include a detailed canvass of vote for the March 9, 2021 Special Election.

SECTION 6. That the City Clerk is instructed and authorized to record a certified copy of this resolution with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this _____ day of _____, 20_____.

_____
Georgia Lord, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, the undersigned Darcie McCracken, being the duly appointed, qualified City Clerk of the city of Goodyear, Maricopa County, Arizona, certify that the foregoing Resolution No. 2021-2138 is a true, correct and accurate copy of Resolution No. 2021-2138, passed and adopted at a regular meeting of the Council of the city of Goodyear, Maricopa County, Arizona, held on the _____ day of _____ 20____, at which a quorum was present and, by a _____vote, _____voted in favor of said resolution.

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

_____

seal City Clerk

Exhibit A

Maricopa County
Jurisdictional Election
March 09 2021
FINAL OFFICIAL STATEMENT OF VOTE

Precinct	Registered Voters	Cards Cast	Voters Cast	% Turnout
County				
Election Wide				
PPNO 1 - CITY OF GOODYEAR	14,262	2,585	2585	18.13%
PPNO 2 - CITY OF GOODYEAR	14,966	1,442	1442	9.64%
PPNO 3 - CITY OF GOODYEAR	10,230	1,361	1361	13.30%
PPNO 4 - CITY OF GOODYEAR	17,868	4,332	4332	24.24%
Election Wide - Total	57,326	9,720	9,720	16.96%
Cumulative				
Cumulative	0	0	0	N/A
Cumulative - Total	0	0	0	N/A
County - Total	57,326	9,720	9,720	16.96%

PROPOSITION 451 (Vote for 1)

Precinct	Times Cast	Registered Voters
County		
Election Wide		
PPNO 1 - CITY OF GOODYEAR	2,585	14,262
PPNO 2 - CITY OF GOODYEAR	1,442	14,966
PPNO 3 - CITY OF GOODYEAR	1,361	10,230
PPNO 4 - CITY OF GOODYEAR	4,332	17,868
Election Wide - Total	9,720	57,326
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
County - Total	9,720	57,326

Precinct	YES		NO		Total Votes
County					
Election Wide					
PPNO 1 - CITY OF GOODYEAR	1,624		932		2,556
PPNO 2 - CITY OF GOODYEAR	842		584		1,426
PPNO 3 - CITY OF GOODYEAR	832		506		1,338
PPNO 4 - CITY OF GOODYEAR	2,693		1,577		4,270
Election Wide - Total	5,991		3,599		9,590
Cumulative					
Cumulative	0		0		0
Cumulative - Total	0		0		0
County - Total	5,991		3,599		9,590

Precinct	Unresolved Write-In
County	
Election Wide	
PPNO 1 - CITY OF GOODYEAR	0
PPNO 2 - CITY OF GOODYEAR	0
PPNO 3 - CITY OF GOODYEAR	0
PPNO 4 - CITY OF GOODYEAR	0
Election Wide - Total	0
Cumulative	
Cumulative	0
Cumulative - Total	0
County - Total	0

PROPOSITION 452 (Vote for 1)

Precinct	Times Cast	Registered Voters
County		
Election Wide		
PPNO 1 - CITY OF GOODYEAR	2,585	14,262
PPNO 2 - CITY OF GOODYEAR	1,442	14,966
PPNO 3 - CITY OF GOODYEAR	1,361	10,230
PPNO 4 - CITY OF GOODYEAR	4,332	17,868
Election Wide - Total	9,720	57,326
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
County - Total	9,720	57,326

Precinct	YES		NO		Total Votes
County					
Election Wide					
PPNO 1 - CITY OF GOODYEAR	1,831		711		2,542
PPNO 2 - CITY OF GOODYEAR	944		472		1,416
PPNO 3 - CITY OF GOODYEAR	967		372		1,339
PPNO 4 - CITY OF GOODYEAR	3,183		1,082		4,265
Election Wide - Total	6,925		2,637		9,562
Cumulative					
Cumulative	0		0		0
Cumulative - Total	0		0		0
County - Total	6,925		2,637		9,562

Precinct	Unresolved Write-In
County	
Election Wide	
PPNO 1 - CITY OF GOODYEAR	0
PPNO 2 - CITY OF GOODYEAR	0
PPNO 3 - CITY OF GOODYEAR	0
PPNO 4 - CITY OF GOODYEAR	0
Election Wide - Total	0
Cumulative	
Cumulative	0
Cumulative - Total	0
County - Total	0

PROPOSITION 453 (Vote for 1)

Precinct	Times Cast	Registered Voters
County		
Election Wide		
PPNO 1 - CITY OF GOODYEAR	2,585	14,262
PPNO 2 - CITY OF GOODYEAR	1,442	14,966
PPNO 3 - CITY OF GOODYEAR	1,361	10,230
PPNO 4 - CITY OF GOODYEAR	4,332	17,868
Election Wide - Total	9,720	57,326
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
County - Total	9,720	57,326

Precinct	YES		NO		Total Votes
County					
Election Wide					
PPNO 1 - CITY OF GOODYEAR	1,826		701		2,527
PPNO 2 - CITY OF GOODYEAR	948		450		1,398
PPNO 3 - CITY OF GOODYEAR	950		373		1,323
PPNO 4 - CITY OF GOODYEAR	3,130		1,097		4,227
Election Wide - Total	6,854		2,621		9,475
Cumulative					
Cumulative	0		0		0
Cumulative - Total	0		0		0
County - Total	6,854		2,621		9,475

Precinct	Unresolved Write-In
County	
Election Wide	
PPNO 1 - CITY OF GOODYEAR	0
PPNO 2 - CITY OF GOODYEAR	0
PPNO 3 - CITY OF GOODYEAR	0
PPNO 4 - CITY OF GOODYEAR	0
Election Wide - Total	0
Cumulative	
Cumulative	0
Cumulative - Total	0
County - Total	0

PROPOSITION 454 (Vote for 1)

Precinct	Times Cast	Registered Voters
County		
Election Wide		
PPNO 1 - CITY OF GOODYEAR	2,585	14,262
PPNO 2 - CITY OF GOODYEAR	1,442	14,966
PPNO 3 - CITY OF GOODYEAR	1,361	10,230
PPNO 4 - CITY OF GOODYEAR	4,332	17,868
Election Wide - Total	9,720	57,326
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
County - Total	9,720	57,326

Precinct	YES		NO		Total Votes
County					
Election Wide					
PPNO 1 - CITY OF GOODYEAR	1,931		611		2,542
PPNO 2 - CITY OF GOODYEAR	992		419		1,411
PPNO 3 - CITY OF GOODYEAR	1,010		331		1,341
PPNO 4 - CITY OF GOODYEAR	3,322		938		4,260
Election Wide - Total	7,255		2,299		9,554
Cumulative					
Cumulative	0		0		0
Cumulative - Total	0		0		0
County - Total	7,255		2,299		9,554

Precinct	Unresolved Write-In
County	
Election Wide	
PPNO 1 - CITY OF GOODYEAR	0
PPNO 2 - CITY OF GOODYEAR	0
PPNO 3 - CITY OF GOODYEAR	0
PPNO 4 - CITY OF GOODYEAR	0
Election Wide - Total	0
Cumulative	
Cumulative	0
Cumulative - Total	0
County - Total	0

PROPOSITION 455 (Vote for 1)

Precinct	Times Cast	Registered Voters
County		
Election Wide		
PPNO 1 - CITY OF GOODYEAR	2,585	14,262
PPNO 2 - CITY OF GOODYEAR	1,442	14,966
PPNO 3 - CITY OF GOODYEAR	1,361	10,230
PPNO 4 - CITY OF GOODYEAR	4,332	17,868
Election Wide - Total	9,720	57,326
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
County - Total	9,720	57,326

Precinct	YES		NO		Total Votes
County					
Election Wide					
PPNO 1 - CITY OF GOODYEAR	1,827		716		2,543
PPNO 2 - CITY OF GOODYEAR	947		470		1,417
PPNO 3 - CITY OF GOODYEAR	952		387		1,339
PPNO 4 - CITY OF GOODYEAR	3,190		1,067		4,257
Election Wide - Total	6,916		2,640		9,556
Cumulative					
Cumulative	0		0		0
Cumulative - Total	0		0		0
County - Total	6,916		2,640		9,556

Precinct	Unresolved Write-In
County	
Election Wide	
PPNO 1 - CITY OF GOODYEAR	0
PPNO 2 - CITY OF GOODYEAR	0
PPNO 3 - CITY OF GOODYEAR	0
PPNO 4 - CITY OF GOODYEAR	0
Election Wide - Total	0
Cumulative	
Cumulative	0
Cumulative - Total	0
County - Total	0

PROPOSITION 456 (Vote for 1)

Precinct	Times Cast	Registered Voters
County		
Election Wide		
PPNO 1 - CITY OF GOODYEAR	2,585	14,262
PPNO 2 - CITY OF GOODYEAR	1,442	14,966
PPNO 3 - CITY OF GOODYEAR	1,361	10,230
PPNO 4 - CITY OF GOODYEAR	4,332	17,868
Election Wide - Total	9,720	57,326
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
County - Total	9,720	57,326

Precinct	YES		NO		Total Votes
County					
Election Wide					
PPNO 1 - CITY OF GOODYEAR	1,674		845		2,519
PPNO 2 - CITY OF GOODYEAR	846		547		1,393
PPNO 3 - CITY OF GOODYEAR	842		466		1,308
PPNO 4 - CITY OF GOODYEAR	2,852		1,344		4,196
Election Wide - Total	6,214		3,202		9,416
Cumulative					
Cumulative	0		0		0
Cumulative - Total	0		0		0
County - Total	6,214		3,202		9,416

Precinct	Unresolved Write-In
County	
Election Wide	
PPNO 1 - CITY OF GOODYEAR	0
PPNO 2 - CITY OF GOODYEAR	0
PPNO 3 - CITY OF GOODYEAR	0
PPNO 4 - CITY OF GOODYEAR	0
Election Wide - Total	0
Cumulative	
Cumulative	0
Cumulative - Total	0
County - Total	0

PROPOSITION 457 (Vote for 1)

Precinct	Times Cast	Registered Voters
County		
Election Wide		
PPNO 1 - CITY OF GOODYEAR	2,585	14,262
PPNO 2 - CITY OF GOODYEAR	1,442	14,966
PPNO 3 - CITY OF GOODYEAR	1,361	10,230
PPNO 4 - CITY OF GOODYEAR	4,332	17,868
Election Wide - Total	9,720	57,326
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
County - Total	9,720	57,326

Precinct	YES		NO		Total Votes
County					
Election Wide					
PPNO 1 - CITY OF GOODYEAR	1,530		974		2,504
PPNO 2 - CITY OF GOODYEAR	777		612		1,389
PPNO 3 - CITY OF GOODYEAR	787		510		1,297
PPNO 4 - CITY OF GOODYEAR	2,663		1,507		4,170
Election Wide - Total	5,757		3,603		9,360
Cumulative					
Cumulative	0		0		0
Cumulative - Total	0		0		0
County - Total	5,757		3,603		9,360

Precinct	Unresolved Write-In
County	
Election Wide	
PPNO 1 - CITY OF GOODYEAR	0
PPNO 2 - CITY OF GOODYEAR	0
PPNO 3 - CITY OF GOODYEAR	0
PPNO 4 - CITY OF GOODYEAR	0
Election Wide - Total	0
Cumulative	
Cumulative	0
Cumulative - Total	0
County - Total	0

PROPOSITION 458 (Vote for 1)

Precinct	Times Cast	Registered Voters
County		
Election Wide		
PPNO 1 - CITY OF GOODYEAR	2,585	14,262
PPNO 2 - CITY OF GOODYEAR	1,442	14,966
PPNO 3 - CITY OF GOODYEAR	1,361	10,230
PPNO 4 - CITY OF GOODYEAR	4,332	17,868
Election Wide - Total	9,720	57,326
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
County - Total	9,720	57,326

Precinct	YES		NO		Total Votes
County					
Election Wide					
PPNO 1 - CITY OF GOODYEAR	1,820		671		2,491
PPNO 2 - CITY OF GOODYEAR	918		459		1,377
PPNO 3 - CITY OF GOODYEAR	915		373		1,288
PPNO 4 - CITY OF GOODYEAR	3,108		1,044		4,152
Election Wide - Total	6,761		2,547		9,308
Cumulative					
Cumulative	0		0		0
Cumulative - Total	0		0		0
County - Total	6,761		2,547		9,308

Precinct	Unresolved Write-In
County	
Election Wide	
PPNO 1 - CITY OF GOODYEAR	0
PPNO 2 - CITY OF GOODYEAR	0
PPNO 3 - CITY OF GOODYEAR	0
PPNO 4 - CITY OF GOODYEAR	0
Election Wide - Total	0
Cumulative	
Cumulative	0
Cumulative - Total	0
County - Total	0

PROPOSITION 459 (Vote for 1)

Precinct	Times Cast	Registered Voters
County		
Election Wide		
PPNO 1 - CITY OF GOODYEAR	2,585	14,262
PPNO 2 - CITY OF GOODYEAR	1,442	14,966
PPNO 3 - CITY OF GOODYEAR	1,361	10,230
PPNO 4 - CITY OF GOODYEAR	4,332	17,868
Election Wide - Total	9,720	57,326
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
County - Total	9,720	57,326

Precinct	YES		NO		Total Votes
County					
Election Wide					
PPNO 1 - CITY OF GOODYEAR	2,016		495		2,511
PPNO 2 - CITY OF GOODYEAR	1,045		342		1,387
PPNO 3 - CITY OF GOODYEAR	1,022		281		1,303
PPNO 4 - CITY OF GOODYEAR	3,365		829		4,194
Election Wide - Total	7,448		1,947		9,395
Cumulative					
Cumulative	0		0		0
Cumulative - Total	0		0		0
County - Total	7,448		1,947		9,395

Precinct	Unresolved Write-In
County	
Election Wide	
PPNO 1 - CITY OF GOODYEAR	0
PPNO 2 - CITY OF GOODYEAR	0
PPNO 3 - CITY OF GOODYEAR	0
PPNO 4 - CITY OF GOODYEAR	0
Election Wide - Total	0
Cumulative	
Cumulative	0
Cumulative - Total	0
County - Total	0

PROPOSITION 460 (Vote for 1)

Precinct	Times Cast	Registered Voters
County		
Election Wide		
PPNO 1 - CITY OF GOODYEAR	2,585	14,262
PPNO 2 - CITY OF GOODYEAR	1,442	14,966
PPNO 3 - CITY OF GOODYEAR	1,361	10,230
PPNO 4 - CITY OF GOODYEAR	4,332	17,868
Election Wide - Total	9,720	57,326
Cumulative		
Cumulative	0	0
Cumulative - Total	0	0
County - Total	9,720	57,326

Precinct	YES		NO		Total Votes
County					
Election Wide					
PPNO 1 - CITY OF GOODYEAR	2,012		509		2,521
PPNO 2 - CITY OF GOODYEAR	1,026		366		1,392
PPNO 3 - CITY OF GOODYEAR	1,002		301		1,303
PPNO 4 - CITY OF GOODYEAR	3,366		840		4,206
Election Wide - Total	7,406		2,016		9,422
Cumulative					
Cumulative	0		0		0
Cumulative - Total	0		0		0
County - Total	7,406		2,016		9,422

Precinct	Unresolved Write-In
County	
Election Wide	
PPNO 1 - CITY OF GOODYEAR	0
PPNO 2 - CITY OF GOODYEAR	0
PPNO 3 - CITY OF GOODYEAR	0
PPNO 4 - CITY OF GOODYEAR	0
Election Wide - Total	0
Cumulative	
Cumulative	0
Cumulative - Total	0
County - Total	0

7	Bad Signatures (BS)
33	No Signature (NS)
40	Total Early Voting Rejections (BS & NS)
42	Late Returns (L)
82	Total Rejected and Late

AGENDA ITEM #: 4.
DATE: 03/22/2021
CAR #: 2021-7197

CITY COUNCIL ACTION REPORT

SUBJECT: LOCATION TRANSFER FOR SERIES 6 (BAR) LIQUOR LICENSE FOR MACAYO'S

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY:

The applicant is requesting a recommendation of approval for a Location Transfer of a Series 6 (Bar) liquor license.

Recommendation:

Recommend to the Arizona Department of Liquor Licenses and Control (DLLC) approval of Application No. 138155, a request from Navayogasingam Thuraisingam, agent/applicant for Kind Hospitality Inc., for a Location Transfer of a Series 6 (Bar) liquor license. No. 06070119, located at 1474 N Litchfield Road, Goodyear, Arizona 85338 (Generally located west of Litchfield Road and south of McDowell Road). (Darcie McCracken, City Clerk)

FISCAL IMPACT:

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

BACKGROUND AND PREVIOUS ACTIONS:

Kind Hospitality Inc. is the owner of a Series 6 (Bar) liquor license that is currently assigned to O H S O Brewery located in Terminal 2 of Sky Harbor Airport. Mr. Thuraisingam, agent/applicant for Kind Hospitality Inc., states that O H S O Brewery is no longer open for business. Kind Hospitality Inc. would like to transfer the Series 6 (Bar) liquor license to Macayo's, another establishment that they own. The Series 6 (Bar) liquor license will allow Macayo's to bring alcoholic beverages to events that they cater.

Macayo's is currently open for business and operating under a Series 12 (Restaurant) liquor license No. 12070006309, issued by the Arizona Department of Liquor License and Control (DLLC). Mr. Thuraisingam does not intend to renew the Series 12 (Restaurant) liquor license that will expire on March 31, 2021. Macayo's plans to operate using the Series 6 (Bar) liquor license only.

Mr. Thuraisingam will apply for an Interim Permit for the Series 12 (Restaurant) liquor license if the Location Transfer of the Series 6 (Bar) liquor license is not approved for the DLLC prior to the Series 12 (Restaurant) liquor license expiring on March 31, 2021. An Interim Permit allows an applicant to sell, serve and store liquor under an existing license of the same series

at the same location while the new license is processed.

The City Clerk's Office received the application from the DLLC on February 8, 2021. A Public Hearing Notice was posted on the property on February 19, 2021, to comply with the State mandated 20-day comment period. No petitions or protests from qualified persons were received during the comment period. A.R.S. § 4-201(B) defines a qualified person as "any natural person who is a bona fide resident residing or owning or leasing property within a one-mile radius from the premises proposed to be license".

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

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

STAFF ANALYSIS

The Series 6 (Bar) liquor license is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a bar retailer to sell and serve all types of spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. §4-206.01.F. states that after January 1, 2011, the off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales of spirituous liquor can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the ones provided for the bar.

The DLLC requires license owners, agents, and managers actively involved in the day-to-day operations of the business to complete a state approved management training course prior to the issuance of a liquor license. The business has stated that all restaurant managers have completed state training and are 100% certified to serve alcohol. A manager will be present on site during all business hours, and the business will actively check ID of all patrons purchasing alcohol to prevent the sale of alcohol to minors.

There are no licensed childcare facilities, K-12 schools or churches within 300 feet of the location.

The City Council's recommendation of "Approval", "Disapproval" or "No Recommendation" will be forwarded to the DLLC for consideration at a public hearing of the State Liquor Board ("Board").

Attachments

Local Governing Body Report
Evaluation Map
One Mile Report

State of Arizona
Department of Liquor Licenses and Control

Created 02/08/2021 @ 10:06:12 AM

Local Governing Body Report

LICENSE

Number:	06070119	Type:	006 BAR
Name:	MACAYO'S		
State:	Pending		
Issue Date:		Expiration Date:	01/31/2022
Original Issue Date:	04/29/1980		
Location:	1474 N LITCHFIELD ROAD GOODYEAR, AZ 85338 USA		
Mailing Address:	1225 N GILBERT ROAD MESA, AZ 85203 USA		
Phone:	(480)696-3079		
Alt. Phone:	(480)329-0149		
Email:	NAVASINGAM@MSN.COM		

Currently, this license has pending applications.

AGENT

Name:	NAVAYOGASINGAM THURAISINGAM
Gender:	Male
Correspondence Address:	1225 N GILBERT ROAD MESA, AZ 85203 USA
Phone:	(480)329-0149
Alt. Phone:	
Email:	NAVASINGAM@MSN.COM

OWNER

Name:	KIND HOSPITALITY INC		
Contact Name:	NAVAYOGASINGAM THURAISINGAM		
Type:	CORPORATION		
AZ CC File Number:	F07765323	State of Incorporation:	DE
Incorporation Date:	05/07/1996		
Correspondence Address:	1225 N GILBERT ROAD MESA, AZ 85203 USA		
Phone:	(480)329-0149		
Alt. Phone:			
Email:	NAVA@KINDHOSPITALITY.COM		

Officers / Stockholders

Name:	Title:	% Interest:

NAVAYOGASINGAM THURAISINGAM PRESIDENT/CEO 100.00

KIND HOSPITALITY INC - PRESIDENT/CEO

Name:	NAVAYOGASINGAM THURAISINGAM
Gender:	Male
Correspondence Address:	1225 N GILBERT ROAD MESA, AZ 85203 USA
Phone:	(480)329-0149
Alt. Phone:	
Email:	NAVA@KINDHOSPITALITY.COM

APPLICATION INFORMATION

Application Number: 138155
Application Type: Location Transfer
Created Date: 02/08/2021

QUESTIONS & ANSWERS

006 Bar

1) Are you applying for an Interim Permit (INP)?
No

4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No

13) Provide name, address, and distance of nearest school and church. (If less than one (1) mile note footage)
MONTESSORI INTHE PARK
1832 N LITCHFIELD RD GOODYEAR AZ 85395
1500 FT

PALM VALLEY CHURCH
431 N LITCHFIELD RD GOODYEAR AZ 85338
1.3 MI

14) Are you one of the following? Please indicate below.
Property Tenant
Sub-tenant
Property Owner
Property Purchaser
Property Management Company
TENANT

15) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
$146,728.00

16) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
$0.00

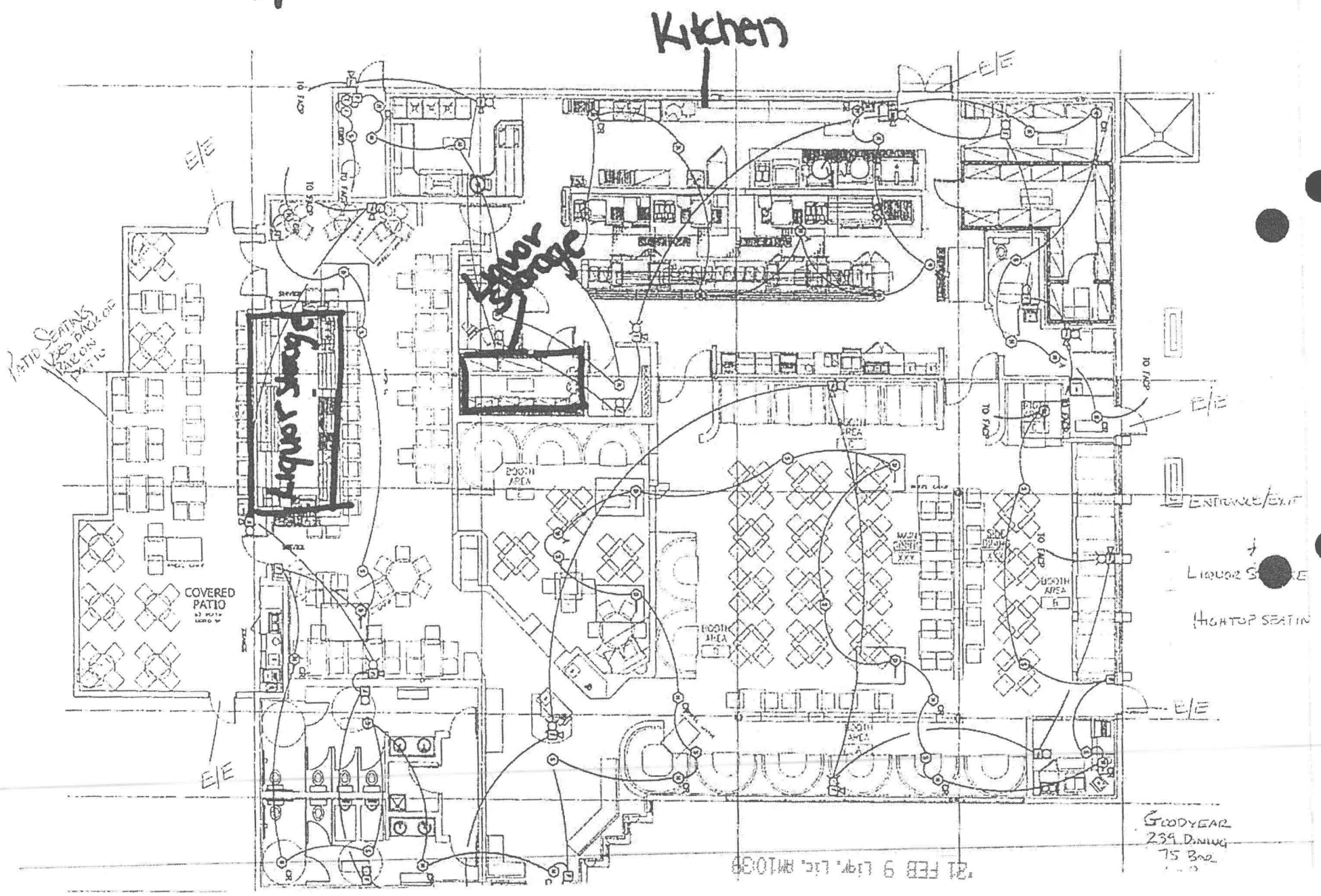
17) Is there a drive through window on the premises?
No

18) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
contiguous

19) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

7,937 S.F.

'19 MAR 1 Liqr. Lic. AM 3 01



'21 FEB 9 Liqr. Lic. AM10:39

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S.§4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks. FpCurrent 3/1/19

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

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

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL $13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: Job#138155

1. Check the Appropriate Box →

☑ Controlling Person	☑ Agent	☐ Premises Manager (complete all questions except #12)

2. Name: Thuraisingam (Last) Navayogasingam (First Middle) Birth Date [redacted] (NOT a public record)

3. Social Security #: [redacted] Driver License#: [redacted] State: Arizona

4. Place of birth: Tg. Malim, Perak, Malaysia (City State COUNTRY (not county)) Height: 5' 6 " Weight: 190 Eyes: Br Hair: BLK

5. Name of current/most recent spouse: Thuraisingam (Last) Leticia (First) Emilia (Middle) Birth Date [redacted] (NOT a public record)

6. Are you a bona fide resident of Arizona? ☑ Yes ☐ No If yes, what is your date of residency: 05-01-1993

7. Daytime telephone number: 480-329-0149 E-mail address: navasingam@Kindhospitality.com

8. Business Name: Macayo's Business Phone: 480 / 696 / 3079

9. Business Location Address: 1474 N LITCHFIELD ROAD GOODYEAR AZ MARICOPA 85395
(Street (do not use PO Box) City State County Zip)

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
05/2005	CURRENT	CEO	Kind HospitalityInc, 1225 N. Gilbert Road, Mesa Az 85203

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: *A.R.S. §4-202(D)*

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
8/2003	CURRENT	4617 East Grove Circle, Mesa AZ 85206

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14.** ☑ Yes ☐ No

13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☑ Yes ☐ No

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☑ No

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) *A.R.S.§4-202,4-210* ☐ Yes ☑ No

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☑ No

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☑ No

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* ☐ Yes ☑ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Navayogasingam Thuraisingam hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: _____ State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this 3 Day of February, 2021 (Day / Month / Year)

My Commission Expires on: 10-12-2024 (Date)

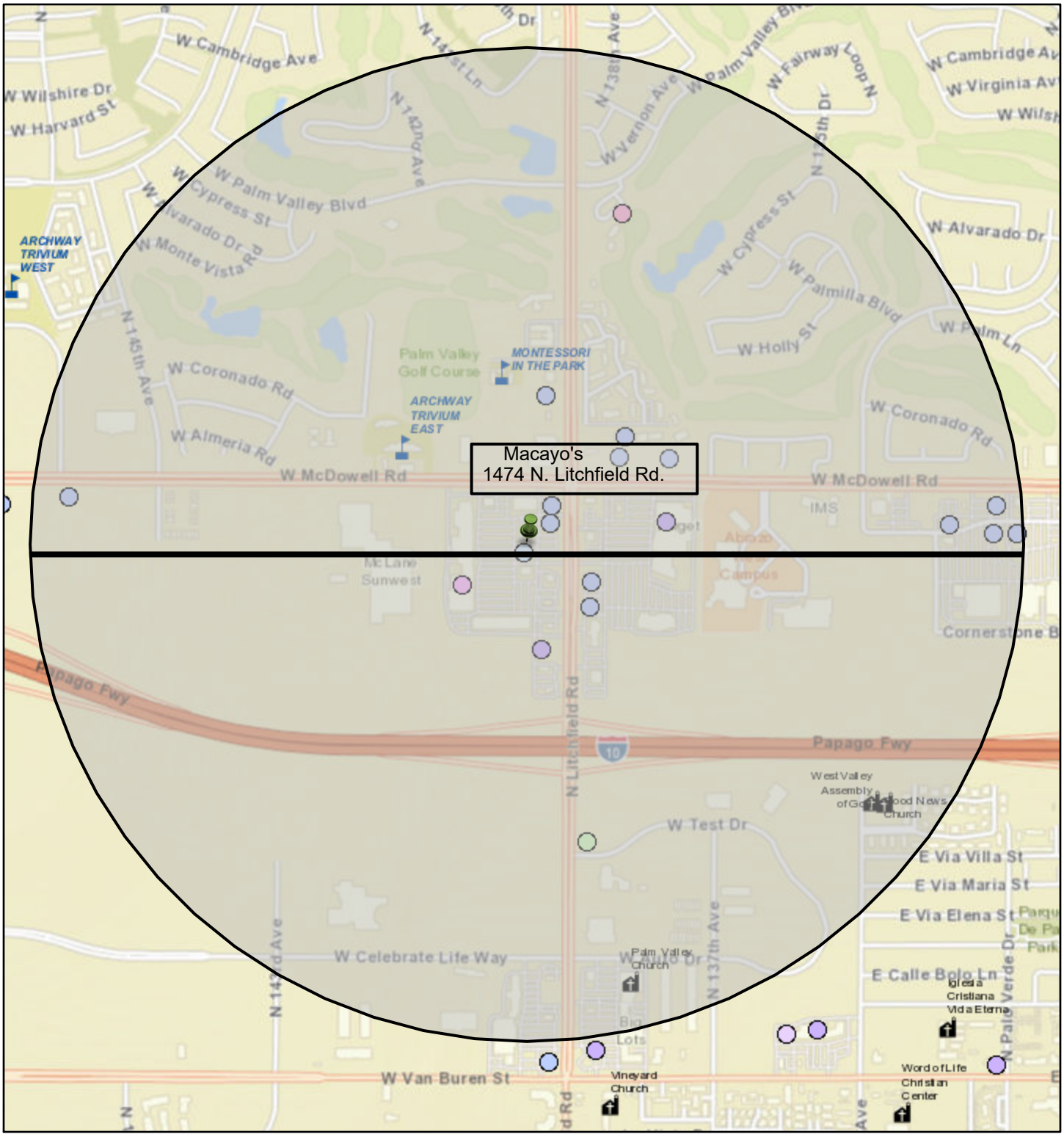
BRIAN DURETTE
Notary Public - Arizona
Maricopa County
Commission # 588940
My Comm. Expires Oct 12, 2024

_____
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ **SIGNATURE:** _____

Liquor License Evaluation - Macayo's



2/25/2021 9:02:42 AM

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

- Schools
- Places of Worship

February 2021 Liquor License Locations

- #N/A
- Bar
- Beer and Wine Bar
- Beer and Wine Store
- Beer and Wine Store Sampling
- Club
- Government

Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, City of Goodyear

Clerk and Recorder
City of Goodyear

Liquor Licenses within One Mile

Applicant Address 1474 N. Litchfield Rd., Goodyear, AZ 85338

Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
HAYASHI HIBACHI	1480 N LITCHFIELD Road	434.44 ft	12
CHIPOTLE MEXICAN GRILL #542	1560 N LITCHFIELD Road	591.32 ft	12
TOTAL WINE & MORE #1008	1416 N LITCHFIELD Road	740.86 ft	9, 9s
CHILI'S GRILL & BAR #608	1371 N LITCHFIELD Road	783.89 ft	12
RAUL & THERESA'S	1363 N LITCHFIELD Road	913.44 ft	12
CIRCLE K STORE #9177	1264 N LITCHFIELD Road	1,041.41 ft	10
APPLEBEE'S NEIGHBORHOOD GRILL & BAR	13832 W MCDOWELL Road	1,451.25 ft	12
TARGET #1242	1515 N LITCHFIELD Road	1,556.25 ft	10
GUS'S NEW YORK PIZZA & BAR	13824 W MCDOWELL Road #A100	1,645.57 ft	12
HAYMAKER RESTAURANT CO	1800 N LITCHFIELD Road	1,696.59 ft	12
BLACK ANGUS STEAKHOUSE	13766 W MCDOWELL Road	1,848.04 ft	12
RUDY'S COUNTRY STORE & BAR B QUE	845 N LITCHFIELD Road	3,153.7 ft	7
PALM VALLEY GOLF CLUB	2211 N LITCHFIELD Road	3,772.09 ft	6
BOOTY'S WINGS BURGERS & BEER	13375 W MCDOWELL Road STE 101	4,561.24 ft	12
RED ROBIN AMERICA'S GOURMET BURGERS & SPIRITS	14551 W MCDOWELL Road	4,898.38 ft	12
MANUELS MEXICAN FOOD RESTAURANT	13319 W MCDOWELL Road	5,020.06 ft	12
BUFFALO WILD WINGS	13311 W MCDOWELL Road	5,072.12 ft	12
SAL'S TUSCAN GRILL	13291 W MCDOWELL Road #E7	5,264.21 ft	12

Places of Worship			
Good News Church	1781 N CENTRAL AVE	4,562.31 ft	
West Valley Assembly of God	1781 N CENTRAL AVE	4,679.62 ft	
Palm Valley Church	431 N LITCHFIELD RD	4,714.55 ft	

Schools			
ARCHWAY TRIVIUM EAST	14130 W MCDOWELL RD	1,721.07 ft	
MONTESSORI IN THE PARK	1832 N LITCHFIELD RD	1,945.75 ft	

Series Legend:

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

AGENDA ITEM #: 5.
DATE: 03/22/2021
CAR #: 2021-7175

CITY COUNCIL ACTION REPORT

SUBJECT: PRELIMINARY PLAT FOR AVION AT BALLPARK VILLAGE

STAFF PRESENTER(S): Christian M. Williams, Planner

OTHER PRESENTER(S):
Malik Brown, Bowman Consulting

SUMMARY:
Preliminary Plat for Avion at Ballpark Village subdividing approximately 153.65 acres into 575 lots, 49 tracts and 2 parcels.

Recommendation:
Approve the preliminary plat for Avion at Ballpark Village attached hereto, subdividing approximately 153.65 acres into 575 lots, 49 tracts and 2 parcels (the "Property"), subject to stipulations. (Christian Williams, Planner)

STIPULATIONS:

1. Final plats subdividing all or part of the Property shall not be approved unless they provide for secondary access points and a looped water system that meet applicable standards. No final plat subdividing all or part of the Property shall be recorded until all dedications of easements and/or right-of-way located outside the boundaries of the portion of the Property included in the final plat(s) needed for secondary access points and a looped water system have been recorded and recording information inserted onto the final plat(s). All of the easements referred to herein shall be in a form approved by the City Attorney or his designee and the rights-of-way shall be dedicated lien free and in fee.
2. Unless Owner has received approval of the City Council for the abandonment of the right-of-way for the southern half of W. Lower Buckeye Road from 157th Avenue to the eastern boundary of the Sarival Village subdivision and all conditions for the abandonment to become effective have been satisfied, Owner shall construct full south half-street improvements within the existing W. Lower Buckeye Road alignment from Estrella Parkway to the western boundary of the Property required for a Minor Collector Road, which road shall include but not be limited to: paving consisting of a minimum 4-foot bike lane and two 12-foot travel lanes, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. The south half-street improvements referred to herein shall be constructed pursuant to a written phasing plan

approved by the City Engineer or his designee;

3. If the right-of-way for the southern half of W. Lower Buckeye Road from 157th Avenue to the eastern boundary of the Sarival Village subdivision is to be abandoned, no final plat subdividing all or part of the Property located within the portion of the Property identified as Phase 1B shall be recorded until the City Council has approved the abandonment and all conditions for the abandonment to become effective have been satisfied, including the relocation, at Owner's sole cost and expense, of existing improvements within the abandonment area if required and the granting of easements needed for the relocated utilities.
4. If the right-of-way for the southern half of W. Lower Buckeye Road from 157th Avenue to the eastern boundary of the Sarival Village subdivision has been abandoned, Owner shall construct full south half-street improvements within the existing W. Lower Buckeye Road alignment from Estrella Parkway to 157th Avenue required for a Minor Collector Road, which road shall include but not limited to: paving consisting of a minimum 4-foot bike lane and two 12-foot travel lanes, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. In addition, Owner shall construct a pedestrian path along the northern boundary of the Property west of 157 th Avenue following the abandonment referred to below beginning at the point where the existing improvements within W. Lower Buckeye Road ends to the western boundary of the Property. The pedestrian path shall include a minimum of an eight (8) foot stabilized granite path with landscaping on either side of the pedestrian path comparable to landscaping required for a Collector Street Median with low water consumptive plants from the ADWR's approved list and decomposed granite in accordance with the Engineering Design Standards and Policies. The improvements described herein shall be constructed pursuant to a written phasing plan approved by the City Engineer or his designee.
5. Unless Owner makes an in-lieu payment as provided in stipulation 6, Owner shall construct full north half-street improvements for Elwood Street required for a Minor Arterial as set forth in the Engineering Design Standards in effect at the time of construction for the section of Elwood Street along the southern boundary of the Property, including, but not limited to, pavement, curb and gutter, one-half median, one-half median landscaping, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Elwood Street Improvements"). Notwithstanding the foregoing, at the request of the City Engineer or designee, rather than constructing the median and installing the median landscaping, Property Owner shall remit to the City an in-lieu payment for one-half the cost of a full median and full-median landscaping, for any required median. The in-lieu payment for the median shall be based on the estimated cost of the improvements as determined by the City Engineer or designee and the in-lieu payments for the medians and median landscaping shall be paid prior to the recordation of the first final plat subdividing all or part of the property adjacent to the roadway where a median is to be installed. The Elwood Street Improvements shall either be completed and accepted by the City Engineer or his designee subject to the two-year warranty period or shall be substantially completed as determined by the City Engineer or his designee and financial assurances provided to the City to ensure the completion of the Elwood Street Improvements prior to the issuance of the first building permit for the construction of any structure, except for model homes; within any portion of the Property included within any final plat subdividing all or part of the Property adjacent to Elwood Street;
6. If, when Owner records a final plat subdividing all or part of the Property adjacent to

Elwood Street or seeks approval of a site plan for development of a portion of the Property adjacent to Elwood Street, the Elwood Street Improvements have been constructed by others, are under construction by others, or have been permitted by others, Owner shall remit to the City an in-lieu payment for the costs incurred in constructing such improvements if completed or an in-lieu payment for the estimated costs of constructing such improvements. The in-lieu payment required herein shall be made prior to the recordation of the first final plat subdividing all or part of the Property adjacent to Elwood Street or prior to the issuance of any permit associated with infrastructure required with the approval of the first site plan for development of a portion of the Property adjacent to Elwood Street, whichever is earlier. To the extent legally enforceable, the City will limit the amount of the in-lieu payment to be made pursuant to this stipulation to the amount reflected in any private agreement between the Owner and the entity that funded the construction of the Elwood Street Improvements provided a copy of the private agreement is submitted to the City when the in-lieu payment is requested. If there is a challenge to the enforceability to the amount of the in-lieu payment, the City will collect the full amount of the in-lieu payment described herein until the dispute is resolved;

7. Owner shall construct full west half-street improvements to Estrella Parkway required for a Scenic Arterial as set forth in the Engineering Design Standards in effect at the time of construction for the section of Estrella Parkway along the eastern boundary of the Property, which improvements include, but are not limited to, pavement, curb and gutter, sidewalks, bus bays, street frontage landscape and landscape irrigation, and street lighting (the “Estrella Parkway Improvements”). No building permits for the construction of any structure, except for model homes, shall be issued within any portion of the Property until the Estrella Parkway Improvements have been completed and accepted by the City Engineer or his designee subject to the two-year warranty period or have been substantially completed as determined by the City Engineer or his designee and financial assurances provided to the City to ensure the completion of the Estrella Parkway Improvements;

8. Owner shall dedicate, at no cost to the City, all rights-of-way and/or easements within the boundaries of the Property that are: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the Property; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear’s Engineering Design Standards and Policies; (iii) required for the construction of improvements for which Owner is responsible for making in-lieu payments; (iv) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear’s Engineering Design Standards and Policies. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-ways and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by any stipulation in this ordinance, the terms of a written development agreement approved by the Council or a written phasing plan approved by the City

Engineer or his designee, all dedications shall be made prior to or concurrent with recordation of a final plat that includes the area in which the dedicated property is located as required by the City Engineer or his designee;

9. The Owner is responsible for a proportionate share of the costs for adjacent traffic signals and for additional adjacent traffic signals identified in an approved Traffic Impact Analysis/Study as being needed. Owner shall make an in-lieu payment for the cost of traffic signal adjacent to the Property. The in-lieu payment shall be made prior to the recordation of any final plat that includes any portion of the Property adjacent to the intersection for which an in-lieu payment is required. The in-lieu payment shall be based on the actual cost of the traffic signal if it has been constructed or if the payment is required before the signal is constructed it shall be based on the estimated cost of the traffic signal as determined by the City Engineer or designee. Owner's traffic signal obligations include, but may not be limited to:
    a. 25% at Lower Buckeye Road and Estrella Parkway;
    b. 50% at Wood Boulevard and Estrella Parkway;
    c. 25% at Elwood Street and Estrella Parkway;
10. In addition to the specific infrastructure identified herein, Owner shall construct all infrastructure improvements required by the City of Goodyear subdivision regulations and Engineering Design Standards and Policy Manual in effect at the time of construction ;
11. Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Property and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for work within the Property, whichever is earlier;
12. Owner shall dedicate to the City, at no cost to the City and in a form approved by the City Attorney or his designee, drainage easements located within or outside the boundaries of portion of the Property being platted prior to or concurrent with the recordation of any final plat that will accommodate storm-water run-off generated from the portion of the Property being platted, from historical flows from the portion of the Property being platted, and from roadways within and adjacent to the portion of the Property being platted.
13. Prior to or concurrent with the recordation of any final plat subdividing all or part of the portion of the Property, Owner shall dedicate sanitary sewer (and access) easements in locations approved by the City Engineer, whether inside or outside the boundaries of such final plat, as needed to provide sewer service to the portion of the Property subject to the final plat. Such easements shall be dedicated to the City, at no cost to the City and in a form approved by the City Attorney or his designee.
14. Prior to or concurrent with the recordation of any Final Plats subdividing all or part of the portion of the Property identified in this preliminary plat as Phase 1A, Owner shall dedicate temporary turnaround easements to the city, in form approved by the City Attorney or his designee, at the following locations:
    a. within lots 37 and 38 reflected in this preliminary plat needed for the construction of a cul-de-sac for W. Kendall Street to be located at the western boundary of the portion of the Property identified in this preliminary plat as Phase 1A
    b. within lots 46 and 45 reflected in this preliminary plat needed for the construction of

a cul-de-sac for W. Winslow Avenue to be located at the western boundary of the portion of the Property identified in this preliminary plat as Phase 1A

c. within lots 130 and 131 reflected in this preliminary plat needed for the construction of a cul-de-sac for W. Williams Street to be located at the western boundary of the portion of the Property identified in this preliminary plat as Phase 1A

d. within lots 139 and 138 reflected in this preliminary plat needed for the construction of a cul-de-sac for W. Miami Street to be located at the western boundary of the portion of the Property identified in this preliminary plat as Phase 1A

15. No building permits shall be issued for Lots 37, 38, 45, 46, 130, 131, 138, and 139 until the temporary turn-around easement located within such lots have been terminated.
16. No building permits shall be issued for Lots 37, 38, 574, 575, 45, 46, 83, 84, 130, 131, 91, 92, 139 and 138 until all street improvements need to provide two points of access to such lots have been completed and accepted by the City subject to the two-year warranty period and all utility infrastructure improvements (water and sewer) needed for the City to provide water and sewer service to such lots have been completed and accepted by the City subject to the two-year warranty period.

Because the locations of 157th Lane and 157th Avenue within the Property are not aligned with and are out of sequence with the locations of these roadways within Estrella Vista on the north side of W. Lower Buckeye Road, signing and striping plans submitted with construction plans for W. Lower Buckeye Road shall provide for signage identifying the turn-off from W. Lower Buckeye Road to 157 th Avenue into Estrella Vista and for signage identifying the turn-off from W. Lower Buckeye Road to 157 th Lane into the Property.

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 all 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 26, 2020 the City Council adopted Ordinance No. 2020-1480 approving the Avion at Ballpark Village Planned Area Development which designated the parcels for single-family residential uses.

STAFF ANALYSIS

Current Policy:
Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The preliminary plat also must be accompanied by information demonstrating the adequacy of utilities, open space and other public facilities necessary to serve the site. The required reports and studies submitted in connection with the application for the preliminary plat have been approved and demonstrate compliance with applicable subdivision regulations and design principals and the proposed preliminary plat demonstrates compliance with the property's zoning, public objectives, subdivision design principles and standards, and streets and thoroughfare planning, including open space requirements. An approved preliminary plat shall expire within 12 months from the date of City Council approval unless either a final plat has been submitted for all or part of the property included in the preliminary plat or an extension has been obtained.

Details of the Request:
This parcel consists of subdividing approximately 153.65 acres into 575 lots, 49 tracts and 2 parcels. One of the two parcels will contain the central amenity center, the other parcel will be subdivided into additional lots as part of a separate future action.
Existing land uses and zoning surrounding the subject property include the following:

- North - Estrella Vista (residential)
- South – Estrella Crossing Business Park (commercial) (vacant industrial) and Arizona Galvanized (industrial);
- East – Ballpark Village (vacant multi-family residential and commercial), Goodyear Ballpark;
- West – Sarival Village (residential)

Luke Air Force Base and Phoenix Goodyear Airport:
The subject property is not located within the vicinity of a military airport. Given the location of the subject property, base operations will not be adversely impacted by this proposed residential development.
The subject property is located within the overflight boundary of Phoenix-Goodyear Airport. Phoenix-Goodyear Airport was given the opportunity to comment on the application and recommended approval subject to the applicable stipulations that were approved with the 2008 PAD Ordinance. Those stipulations were carried over to the proposed rezone and are included in the PAD Ordinance. A portion of the area being rezoned is within the 60 DNL (Day-night Noise Level), which does not restrict residential uses.

Fire Department:
Fire station response times are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path			2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles			Mins	Miles	Mins	Miles
#184/181	3.91	1.95	5.11	2.56		#185	9.92	4.96	11.13	5.56

Police Department:
The subdivision is located within an existing Police patrol beat and the current level of service within the beat can accommodate the development of the property.

Water/Wastewater:
The subject property will be served by the city of Goodyear. Existing public infrastructure is located adjacent to the property, and the property owner and/or developer will be responsible for the costs of making the necessary connections to these existing services.

Streets/Access:
The property is adjacent to Estrella Parkway, Elwood Street and Lower Buckeye Road; all of these are city of Goodyear rights-of-way. Future development will be responsible for improving adjacent roadways to their ultimate condition and constructing other internal public roadways as needed to serve the development.

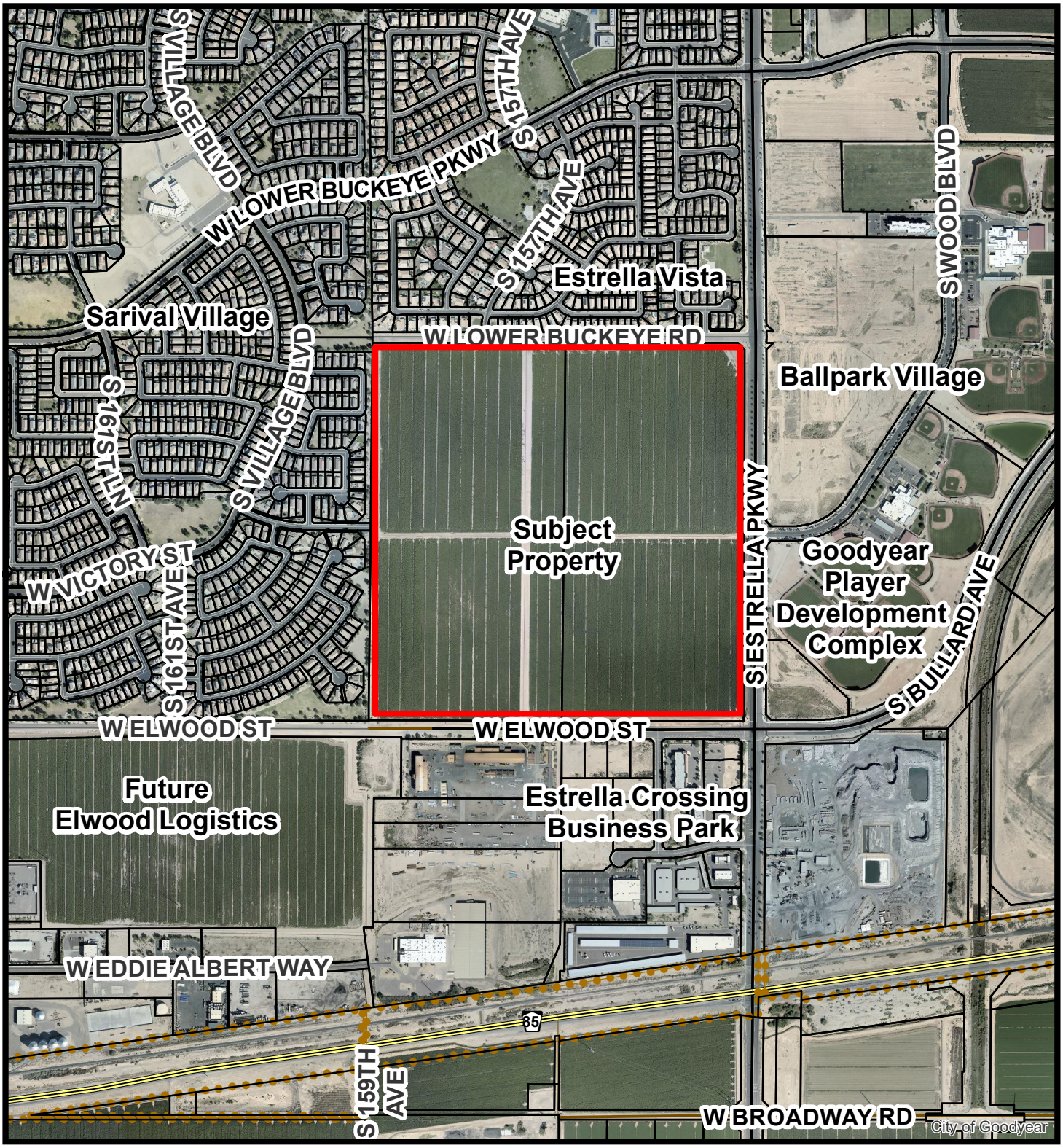
School Districts:
The subject property is located within the Avondale Elementary School District and the Agua Fria Union High School District. Both school districts have been notified of the rezoning request.

Staff Findings:
The preliminary plat is consistent with the development standards established within the Avion at Ballpark Village Planned Area Development. The preliminary plat is consistent with public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The information that accompanied it demonstrated the adequacy of utilities, open space and other public facilities necessary to serve the site. The Planning and Zoning Commission recommended approval of the preliminary plat by a vote of (7-0) at their regular meeting on March 10, 2021.

Attachments

Aerial Exhibit
Preliminary Plat
Conceptual Landscape Plan
Presentation

Aerial Photo Exhibit
Preliminary Plat
Case No. 20-500-00008



Drawn By: Christian M. Williams
City of Goodyear Development Sevices Department
Date: September 15, 2020

N

0.3 Miles

AVION AT BALLPARK VILLAGE

PRELIMINARY PLAT

GOODYEAR, ARIZONA

A PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH,
RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, FROM WHICH POINT THE EAST QUARTER CORNER OF SAID SECTION 19, BEING MARKED BY A BRASS CAP IN HAND HOLE, BEARS SOUTH 00°07'05" WEST (BASIS OF BEARINGS), A DISTANCE OF 2661.38 FEET;

THENCE SOUTH 00°07'05" WEST, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2606.38 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 40.00 FEET TO THE WEST LINE OF THE EAST 40 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°07'05" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2526.26 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 44°57'51" WEST, A DISTANCE OF 56.49 FEET TO THE SOUTH LINE OF THE NORTH 40 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 89°57'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 40.00 FEET;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 44°57'51" EAST, A DISTANCE OF 63.55 FEET TO THE WEST LINE OF THE EAST 75 FEET OF SAID NORTHEAST QUARTER;

THENCE SOUTH 00°07'05" WEST, ALONG SAID WEST LINE, A DISTANCE OF 2476.15 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 45°07'31" WEST, A DISTANCE OF 63.63 FEET TO THE NORTH LINE OF THE SOUTH 55 FEET OF SAID NORTHEAST QUARTER;

THENCE NORTH 89°52'03" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 2495.43 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;

THENCE NORTH 00°29'22" EAST, ALONG SAID WEST LINE, A DISTANCE OF 2598.33 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 19;

THENCE NORTH 89°57'14" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2598.60 FEET TO THE POINT OF BEGINNING.



KEY MAP



VICINITY MAP
N.T.S.

ENGINEER

BOWMAN CONSULTING
6751 NORTH SUNSET BLVD, SUITE: 325
GLENDALE, AZ 85305
PHONE: 480.629.8830
CONTACT: JOE CABLE
EMAIL: jcable@bowmanconsulting.com

OWNERS

GY160 LAND SUB 1 LLC
GY160 LAND SUB 2 LLC
GY160 LAND SUB 3 LLC
GY160 LAND SUB 4 LLC
GY160 LAND SUB 5 LLC
7001 N. SCOTTSDALE ROAD, SUITE 1015
SCOTTSDALE, ARIZONA 85253
PHONE: 480.315.2600
CONTACT: GREG LEHMANN
EMAIL: glehmann@commsw.com

BENCHMARK

PRIMARY BENCHMARK
BRASS CAP IN HAND HOLE @ THE NORTHEAST CORNER OF SECTION 19, T1N, R1W
(ALSO THE INTERSECTION OF ESTRELLA PARKWAY AND BALLPARK VILLAGE BOULEVARD)
ELEV = 995.788 NAVD88

SECONDARY BENCHMARK
BRASS CAP IN HAND HOLE @ THE EAST QUARTER CORNER OF SECTION 19, T1N, R1W
(ALSO THE INTERSECTION OF ESTRELLA PARKWAY AND ELWOOD STREET)
ELEV = 937.68 NAVD88

BASIS OF BEARINGS

SOUTH 00 DEGREES 07 MINUTES 05 SECONDS WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO BOOK 1351 OF MAPS, PAGE 42, M.C.R.

FLOOD DATA

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C2145L, DATED OCTOBER 16, 2013 THIS PROPERTY IS LOCATED IN FLOOD ZONE "X"

PHASING NOTES

THIS PROJECT WILL BE CONSTRUCTED IN FOUR ONSITE PHASES AND THREE OFFSITE PHASES. SEE SHEET PP02 FOR PHASING MAP.
PHASE 1A OFFSITE AND PHASE 1A ONSITE WILL BE CONSTRUCTED CONCURRENTLY. PHASE 1B OFFSITE AND ONSITE WILL BE CONSTRUCTED CONCURRENTLY, AND PHASE 2 OFFSITE AND ONSITE WILL BE CONSTRUCTED CONCURRENTLY.

HOMEOWNER'S ASSOCIATION

A HOMEOWNERS ASSOCIATION WILL BE CREATED FOR THIS DEVELOPMENT TO MAINTAIN OPEN SPACE AND TO ENFORCE CC&R'S

SITE DATA		
EXISTING ZONING	PAD	
GROSS AREA	6,693,224 SF	153.6553 AC
LOT SUMMARY		
LOTS 45' x 100'	107	
LOTS 45' x 115'	240	
LOTS 50' x 115'	228	
LOT TOTAL	575	
MINIMUM LOT SIZE	4,340 SF	
AVERAGE LOT SIZE	5,278 SF	
PROPOSED DENSITY (GROSS)	3.74 DU/AC	
DENSITY EXCLUDING FUTURE PARCEL F		
PARCEL F AREA	1,049,827 SF	24.10 AC
ADJUSTED GROSS AREA	5,643,397 SF	129.55 AC
ADJUSTED DENSITY	4.44 DU/AC	
OPEN SPACE SUMMARY		
TOTAL OPEN SPACE AREA	1,108,959 SF	25.46 AC
OPEN SPACE %	16.57%	
THIS SUBDIVISION WILL HAVE A HOMEOWNERS ASSOCIATION.		
ACTIVE AREA		
COMMUNITY PARK (PARCEL G AND TRACT M)	307,677 SF	7.06 AC
TRACTS B, H, K, N, T, X, OO	278,332 SF	6.39 AC
TOTAL ACTIVE AREA	586,009 SF	13.45 AC
PASSIVE AREA		
TRACTS A, C, D, E, F, G, I, J, L, M, O, P, Q, R, S, U, V, W, Y, Z, AA, BB, CC, DD, EE, FF, GG, HH, II, JJ, KK, LL, MM, NN, PP, QQ, RR	522,950 SF	12.01 AC

LEGEND

- BOUNDARY LINE
- CENTER LINE
- EASEMENT
- LOT LINE
- MATCHLINE
- RIGHT-OF-WAY
- SURVEY MARKER

AC	ACRES
AM	AMENITIES
APN	ASSESSOR'S PARCEL NUMBER
B/C	BACK OF CURB
BCHH	BRASS CAP IN HAND HOLE
BCF	BRASS CAP FLUSH
BSL	BUILDING SETBACK LINE
CL	CENTER LINE
COG	CITY OF GOODYEAR
C1	CURVE TABLE NUMBER
DR	DRAINAGE RETENTION
ESMT	EASEMENT
EX	EXISTING
GF	GARAGE FACE
GL	GARAGE LEFT
GR	GARAGE RIGHT
HOA	HOMEOWNER'S ASSOCIATION
IRR	IRRIGATION
LS	LANDSCAPE
L1	LINE TABLE NUMBER
MCR	MARICOPA COUNTY RECORDS
NTS	NOT TO SCALE
OS	OPEN SPACE
PP	PRELIMINARY PLAT
PUE	PUBLIC UTILITY EASEMENT
RET	RETENTION
R	RADIUS
R.I.D.	ROOSEVELT IRRIGATION DISTRICT
R/W	RIGHT-OF-WAY
SB	SETBACK
SE	SEWER EASEMENT
S/W	SIDEWALK
SVT	SIGHT VISIBILITY TRIANGLE
SF	SQUARE FEET
TEAE	TEMPORARY EMERGENCY ACCESS EASEMENT
TEMP	TEMPORARY
TYP	TYPICAL
WE	WATER EASEMENT

UTILITY PROVIDERS

WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
ELECTRIC	APS
TELEPHONE	COX COMMUNICATIONS OR CENTURYLINK
GAS	SOUTHWEST GAS COMPANY
REFUSE	CITY OF GOODYEAR

Sheet List Table

Sheet Number	Sheet Title
PP01	COVER SHEET
PP02	PHASING PLAN & CURVE DATA
PP03	DETAILS AND LOT AREA
PP04	PRELIMINARY PLAT
PP05	PRELIMINARY PLAT
PP06	PRELIMINARY PLAT
PP07	PRELIMINARY PLAT
PP08	PRELIMINARY PLAT
PP09	PRELIMINARY PLAT
PP10	STREET SECTIONS

Bowman CONSULTING

Bowman Consulting Group, Ltd.
6751 N. Sunset Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

########## - COVER SHEET

AVION AT BALLPARK VILLAGE
SWC ESTRELLA PARKWAY AND BALLPARK VILLAGE BOULEVARD
GOODYEAR, AZ
MARICOPA COUNTY

PROJECT NUMBER

33135
JOSEPH E.
CABLE
01/22/2021
REGISTERED PROFESSIONAL ENGINEER
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION	
DD	MT	JC
DESIGN	DRAWN	CHKD

SCALE H:
V:

JOB No. 090568-02-001

DATE : 01/22/2021

PP01
SHEET 01 OF 10

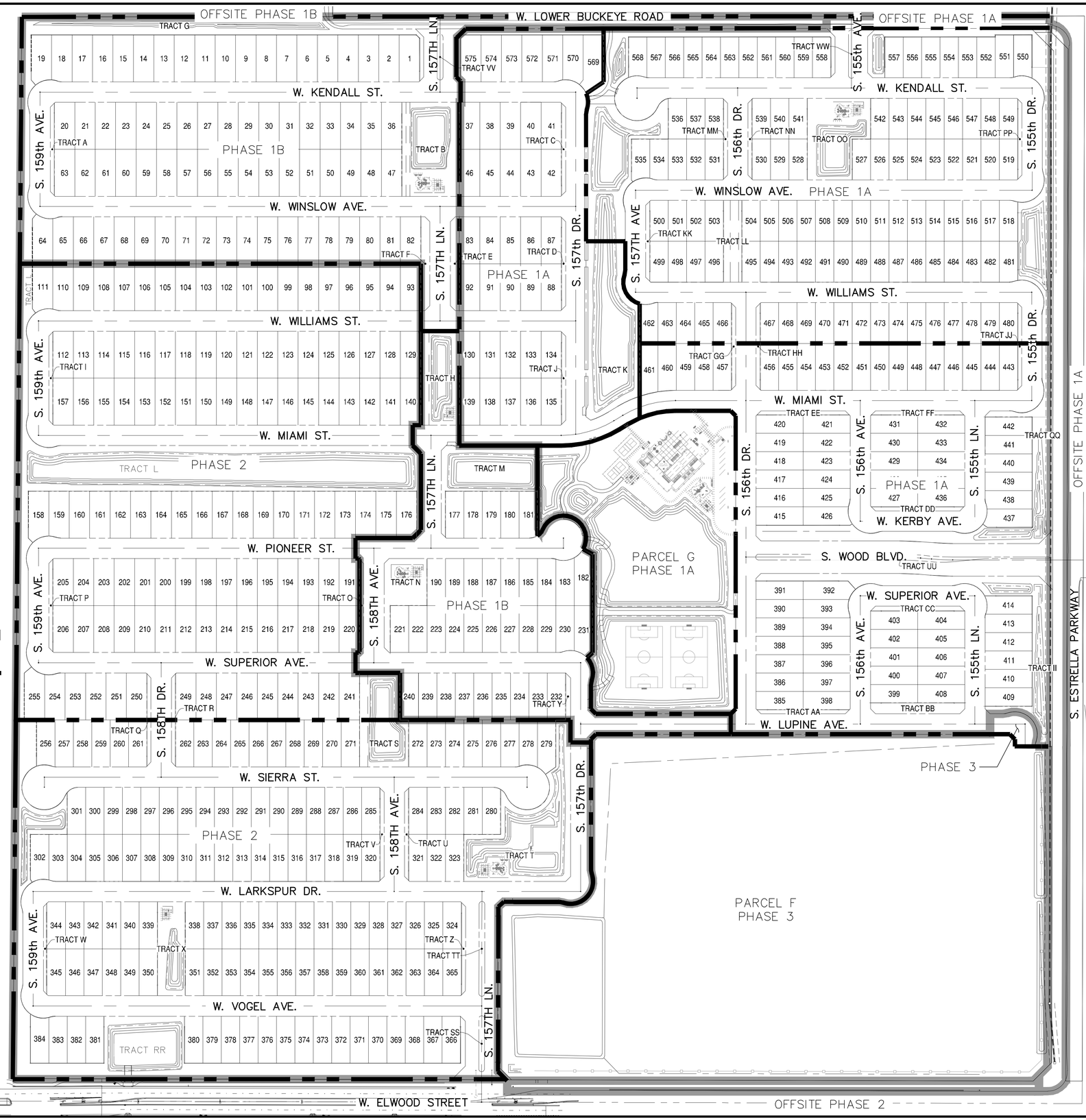
C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-001-COV.dwg 02/26/2021

CURVE DATA				CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA	CURVE #	LENGTH	RADIUS	DELTA
C1	11.72'	35.00'	19°11'17"	C69	123.23'	55.00'	128°22'35"
C2	123.23'	55.00'	128°22'42"	C70	11.72'	35.00'	19°11'17"
C3	11.72'	35.00'	19°11'17"	C71	11.72'	35.00'	19°11'17"
C4	11.72'	35.00'	19°11'17"	C72	123.23'	55.00'	128°22'35"
C5	123.23'	55.00'	128°22'27"	C73	11.72'	35.00'	19°11'17"
C6	11.72'	35.00'	19°11'17"	C74	55.08'	640.00'	4°55'53"
C7	11.72'	35.00'	19°11'17"	C75	48.20'	560.00'	4°55'53"
C8	123.25'	55.00'	128°23'23"	C76	48.20'	560.00'	4°55'53"
C9	11.72'	35.00'	19°11'17"	C77	55.08'	640.00'	4°55'53"
C10	41.00'	35.00'	67°06'53"	C78	11.72'	35.00'	19°11'17"
C11	255.63'	55.00'	266°18'10"	C79	123.23'	55.00'	128°22'35"
C12	11.72'	35.00'	19°11'17"	C80	11.72'	35.00'	19°11'17"
C13	41.00'	35.00'	67°06'53"	C81	11.72'	35.00'	19°11'17"
C14	255.63'	55.00'	266°18'10"	C82	123.23'	55.00'	128°22'35"
C15	11.72'	35.00'	19°11'17"	C83	11.72'	35.00'	19°11'17"
C16	11.72'	35.00'	19°11'17"	C84	11.72'	35.00'	19°11'17"
C17	123.22'	55.00'	128°21'47"	C85	123.24'	55.00'	128°22'49"
C18	11.72'	35.00'	19°11'17"	C86	11.72'	35.00'	19°11'17"
C19	11.72'	35.00'	19°11'17"	C87	51.64'	600.00'	4°55'53"
C20	123.23'	55.00'	128°22'32"	C88	51.64'	600.00'	4°55'53"
C21	11.72'	35.00'	19°11'17"	C89	135.73'	250.00'	31°06'26"
C22	11.72'	35.00'	19°11'17"	C90	135.73'	250.00'	31°06'26"
C23	123.23'	55.00'	128°22'37"				
C24	11.72'	35.00'	19°11'17"				
C25	11.72'	35.00'	19°11'17"				
C26	255.63'	55.00'	266°18'10"				
C27	41.00'	35.00'	67°06'53"				
C28	11.72'	35.00'	19°11'17"				
C29	123.23'	55.00'	128°22'35"				
C30	11.72'	35.00'	19°11'17"				
C31	11.72'	35.00'	19°11'17"				
C32	123.23'	55.00'	128°22'35"				
C33	11.72'	35.00'	19°11'17"				
C34	11.76'	35.00'	19°14'44"				
C35	123.29'	55.00'	128°26'01"				
C36	11.72'	35.00'	19°11'17"				
C37	11.72'	35.00'	19°11'17"				
C38	123.18'	55.00'	128°19'07"				
C39	11.69'	35.00'	19°07'50"				
C40	11.72'	35.00'	19°11'17"				
C41	123.23'	55.00'	128°22'35"				
C42	11.72'	35.00'	19°11'17"				
C43	149.30'	275.00'	31°06'26"				
C44	122.16'	225.00'	31°06'26"				
C45	48.56'	225.00'	12°21'59"				
C46	149.30'	275.00'	31°06'26"				
C47	11.72'	35.00'	19°11'17"				
C48	123.23'	55.00'	128°22'35"				
C49	11.72'	35.00'	19°11'17"				
C50	11.72'	35.00'	19°11'17"				
C51	123.23'	55.00'	128°22'35"				
C52	11.72'	35.00'	19°11'17"				
C53	41.00'	35.00'	67°06'53"				
C54	255.63'	55.00'	266°18'10"				
C55	11.72'	35.00'	19°11'17"				
C56	9.36'	35.00'	15°19'41"				
C57	79.23'	55.00'	82°32'09"				
C58	11.72'	35.00'	19°11'17"				
C59	11.72'	35.00'	19°11'17"				
C60	123.23'	55.00'	128°22'35"				
C61	11.72'	35.00'	19°11'17"				
C62	11.72'	35.00'	19°11'17"				
C63	123.23'	55.00'	128°22'35"				
C64	11.72'	35.00'	19°11'17"				
C65	11.72'	35.00'	19°11'17"				
C66	123.23'	55.00'	128°22'35"				
C67	11.72'	35.00'	19°11'17"				
C68	11.72'	35.00'	19°11'17"				

PHASE LINE

PARCEL LINE



CAD FILE NAME: V:\090568 – sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-002-PPT.dwg 02/26/2021

Bowman CONSULTING

Bowman Consulting Group, Ltd.
6295 N. Sunset Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT - PHASING PLAN & CURVE DATA

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER (CERTIFICATE NO.)
33135
JOSEPH E. CABLE
(EXPIRATION DATE: 6/30/2021)
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION
DD	MT / JC
DESIGN	DRAWN / CHKD
SCALE	H: 1" = 120' V:
JOB No.	090568-02-001
DATE :	01/22/2021

SHEET PP02 02 OF 10

C.O.G. 20-50000008

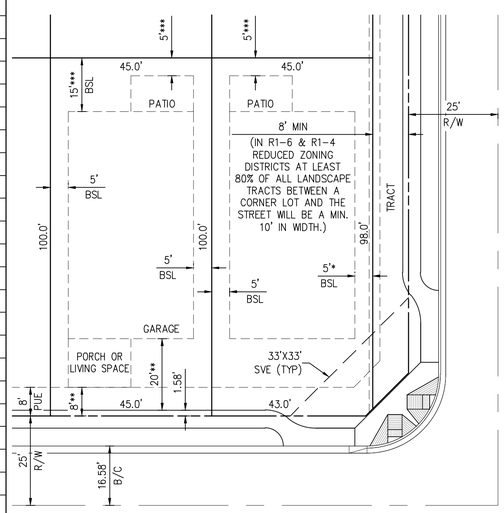
LOT AREA		LOT AREA		LOT AREA		LOT AREA		LOT AREA		LOT AREA		LOT AREA		LOT AREA	
LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA	LOT#	AREA
1	5715.06 SF	73	5750.00 SF	145	5750.00 SF	217	5750.00 SF	289	5175.00 SF	361	5175.00 SF	433	5175.00 SF	505	4500.00 SF
2	5750.00 SF	74	5750.00 SF	146	5750.00 SF	218	5750.00 SF	290	5175.00 SF	362	5175.00 SF	434	5175.00 SF	506	4500.00 SF
3	5750.00 SF	75	5750.00 SF	147	5750.00 SF	219	5750.00 SF	291	5175.00 SF	363	5175.00 SF	435	5175.00 SF	507	4500.00 SF
4	5750.00 SF	76	5750.00 SF	148	5750.00 SF	220	5748.00 SF	292	5175.00 SF	364	5175.00 SF	436	5173.00 SF	508	4500.00 SF
5	5750.00 SF	77	5750.00 SF	149	5750.00 SF	221	5170.51 SF	293	5175.00 SF	365	5218.01 SF	437	5099.32 SF	509	4500.00 SF
6	5750.00 SF	78	5750.00 SF	150	5750.00 SF	222	5170.51 SF	294	5175.00 SF	366	5175.00 SF	438	5120.07 SF	510	4500.00 SF
7	5750.00 SF	79	5750.00 SF	151	5750.00 SF	223	5170.51 SF	295	5175.00 SF	367	5175.00 SF	439	5175.00 SF	511	4500.00 SF
8	5750.00 SF	80	5750.00 SF	152	5750.00 SF	224	5170.51 SF	296	5175.00 SF	368	5175.00 SF	440	5175.00 SF	512	4500.00 SF
9	5750.00 SF	81	5750.00 SF	153	5750.00 SF	225	5170.51 SF	297	5175.00 SF	369	5175.00 SF	441	5175.00 SF	513	4500.00 SF
10	5750.00 SF	82	5750.00 SF	154	5750.00 SF	226	5170.51 SF	298	5175.00 SF	370	5175.00 SF	442	5175.00 SF	514	4500.00 SF
11	5750.00 SF	83	5750.00 SF	155	5750.00 SF	227	5170.51 SF	299	5175.00 SF	371	5175.00 SF	443	5173.00 SF	515	4500.00 SF
12	5750.00 SF	84	5750.00 SF	156	5750.00 SF	228	5170.51 SF	300	5175.00 SF	372	5175.00 SF	444	5175.00 SF	516	4500.00 SF
13	5750.00 SF	85	5750.00 SF	157	5748.00 SF	229	5170.70 SF	301	5069.46 SF	373	5175.00 SF	445	5175.00 SF	517	4500.00 SF
14	5750.00 SF	86	5750.00 SF	158	5812.17 SF	230	5048.25 SF	302	5038.68 SF	374	5175.00 SF	446	5175.00 SF	518	4467.40 SF
15	5750.00 SF	87	5748.00 SF	159	5670.44 SF	231	5318.69 SF	303	5154.55 SF	375	5175.00 SF	447	5175.00 SF	519	4498.00 SF
16	5750.00 SF	88	5748.00 SF	160	5750.00 SF	232	5175.00 SF	304	5175.00 SF	376	5175.00 SF	448	5175.00 SF	520	4500.00 SF
17	5750.00 SF	89	5750.00 SF	161	5750.00 SF	233	5175.00 SF	305	5175.00 SF	377	5175.00 SF	449	5175.00 SF	521	4500.00 SF
18	5688.53 SF	90	5750.00 SF	162	5750.00 SF	234	5175.00 SF	306	5175.00 SF	378	5175.00 SF	450	5175.00 SF	522	4500.00 SF
19	5718.55 SF	91	5750.00 SF	163	5750.00 SF	235	5175.00 SF	307	5175.00 SF	379	5175.00 SF	451	5175.00 SF	523	4500.00 SF
20	5749.43 SF	92	5750.00 SF	164	5750.00 SF	236	5175.00 SF	308	5175.00 SF	380	5175.00 SF	452	5175.00 SF	524	4500.00 SF
21	5751.48 SF	93	5750.00 SF	165	5750.00 SF	237	5175.00 SF	309	5175.00 SF	381	5175.00 SF	453	5175.00 SF	525	4500.00 SF
22	5751.48 SF	94	5750.00 SF	166	5750.00 SF	238	5175.00 SF	310	5175.00 SF	382	5175.00 SF	454	5175.00 SF	526	4500.00 SF
23	5751.48 SF	95	5750.00 SF	167	5750.00 SF	239	5175.00 SF	311	5175.00 SF	383	5154.58 SF	455	5175.00 SF	527	4500.00 SF
24	5751.48 SF	96	5750.00 SF	168	5750.00 SF	240	5175.00 SF	312	5175.00 SF	384	5059.45 SF	456	5173.00 SF	528	4500.00 SF
25	5751.48 SF	97	5750.00 SF	169	5750.00 SF	241	5750.00 SF	313	5175.00 SF	385	5173.00 SF	457	5173.00 SF	529	4500.00 SF
26	5751.48 SF	98	5750.00 SF	170	5750.00 SF	242	5750.00 SF	314	5175.00 SF	386	5175.00 SF	458	5175.00 SF	530	4498.00 SF
27	5751.48 SF	99	5750.00 SF	171	5750.00 SF	243	5750.00 SF	315	5175.00 SF	387	5175.00 SF	459	5175.00 SF	531	4498.00 SF
28	5751.48 SF	100	5750.00 SF	172	5750.00 SF	244	5750.00 SF	316	5175.00 SF	388	5175.00 SF	460	5223.82 SF	532	4500.00 SF
29	5751.48 SF	101	5750.00 SF	173	5750.00 SF	245	5750.00 SF	317	5175.00 SF	389	5175.00 SF	461	5547.74 SF	533	4500.00 SF
30	5751.48 SF	102	5750.00 SF	174	5750.00 SF	246	5750.00 SF	318	5175.00 SF	390	5175.00 SF	462	4355.79 SF	534	4467.40 SF
31	5751.48 SF	103	5750.00 SF	175	5750.00 SF	247	5750.00 SF	319	5175.00 SF	391	5175.00 SF	463	4500.00 SF	535	4404.32 SF
32	5751.48 SF	104	5750.00 SF	176	5748.00 SF	248	5750.00 SF	320	5173.00 SF	392	5352.51 SF	464	4500.00 SF	536	4498.41 SF
33	5751.48 SF	105	5750.00 SF	177	5173.00 SF	249	5748.22 SF	321	5173.00 SF	393	5027.29 SF	465	4500.00 SF	537	4500.00 SF
34	5751.48 SF	106	5750.00 SF	178	5175.00 SF	250	5747.84 SF	322	5175.00 SF	394	5175.00 SF	466	4498.00 SF	538	4498.00 SF
35	5751.48 SF	107	5750.00 SF	179	5175.00 SF	251	5750.00 SF	323	5175.00 SF	395	5175.00 SF	467	4498.00 SF	539	4498.00 SF
36	5751.48 SF	108	5750.00 SF	180	5175.00 SF	252	5750.00 SF	324	5243.25 SF	396	5175.00 SF	468	4500.00 SF	540	4500.00 SF
37	5750.00 SF	109	5750.00 SF	181	5139.77 SF	253	5750.00 SF	325	5175.25 SF	397	5175.00 SF	469	4500.00 SF	541	4500.00 SF
38	5750.00 SF	110	5717.40 SF	182	5789.51 SF	254	5623.35 SF	326	5175.25 SF	398	5173.00 SF	470	4500.00 SF	542	4500.00 SF
39	5750.00 SF	111	5651.99 SF	183	5031.82 SF	255	5972.50 SF	327	5175.25 SF	399	5175.00 SF	471	4500.00 SF	543	4500.00 SF
40	5750.00 SF	112	5748.00 SF	184	5173.40 SF	256	5021.58 SF	328	5175.25 SF	400	5175.00 SF	472	4500.00 SF	544	4500.00 SF
41	5748.00 SF	113	5750.00 SF	185	5179.49 SF	257	5174.75 SF	329	5175.25 SF	401	5175.00 SF	473	4500.00 SF	545	4500.00 SF
42	5748.00 SF	114	5750.00 SF	186	5179.49 SF	258	5175.00 SF	330	5175.25 SF	402	5175.00 SF	474	4500.00 SF	546	4500.00 SF
43	5750.00 SF	115	5750.00 SF	187	5179.49 SF	259	5175.00 SF	331	5175.25 SF	403	5175.00 SF	475	4500.00 SF	547	4500.00 SF
44	5750.00 SF	116	5750.00 SF	188	5179.49 SF	260	5175.00 SF	332	5175.25 SF	404	5175.00 SF	476	4500.00 SF	548	4500.00 SF
45	5750.00 SF	117	5750.00 SF	189	5179.49 SF	261	5173.15 SF	333	5175.25 SF	405	5175.00 SF	477	4500.00 SF	549	4498.00 SF
46	5750.00 SF	118	5750.00 SF	190	5179.49 SF	262	5172.91 SF	334	5175.25 SF	406	5175.00 SF	478	4500.00 SF	550	4572.89 SF
47	5748.52 SF	119	5750.00 SF	191	5748.00 SF	263	5175.00 SF	335	5175.05 SF	407	5175.00 SF	479	4500.00 SF	551	4721.19 SF
48	5748.52 SF	120	5750.00 SF	192	5750.00 SF	264	5175.00 SF	336	5175.25 SF	408	5175.00 SF	480	4498.00 SF	552	4500.00 SF
49	5748.52 SF	121	5750.00 SF	193	5750.00 SF	265	5175.00 SF	337	5175.25 SF	409	5175.00 SF	481	4464.59 SF	553	4500.00 SF
50	5748.52 SF	122	5750.00 SF	194	5750.00 SF	266	5175.00 SF	338	5175.25 SF	410	5175.00 SF	482	4500.00 SF	554	4500.00 SF
51	5748.52 SF	123	5750.00 SF	195	5750.00 SF	267	5175.00 SF	339	5175.13 SF	411	5175.00 SF	483	4500.00 SF	555	4500.00 SF
52	5748.52 SF	124	5750.00 SF	196	5750.00 SF	268	5175.00 SF	340	5175.13 SF	412	5175.00 SF	484	4500.00 SF	556	4500.00 SF
53	5748.52 SF	125	5750.00 SF	197	5750.00 SF	269	5175.00 SF	341	5175.13 SF	413	5170.76 SF	485	4500.00 SF	557	4500.00 SF
54	5748.52 SF	126	5750.00 SF	198	5750.00 SF	270	5175.00 SF	342	5175.13 SF	414	5023.62 SF	486	4500.00 SF	558	4495.36 SF
55	5748.52 SF	127	5750.00 SF	199	5750.00 SF	271	5175.00 SF	343	5175.13 SF	415	5175.00 SF	487	4500.00 SF	559	4500.00 SF
56	5748.52 SF	128	5750.00 SF	200	5750.00 SF	272	5175.00 SF	344	5282.51 SF	416	5175.00 SF	488	4500.00 SF	560	4500.00 SF
57	5748.52 SF	129	5750.00 SF	201	5750.00 SF	273	5175.00 SF	345	5282.77 SF	417	5175.00 SF	489	4500.00 SF	561	4500.00 SF
58	5748.52 SF	130	5750.00 SF	202	5750.00 SF	274	5175.00 SF	346	5175.13 SF	418	5175.00 SF	490	4500.00 SF	562	4500.00 SF
59	5748.52 SF	131	5750.00 SF	203	5750.00 SF	275	5175.00 SF	347	5175.13 SF	419	5175.00 SF	491	4500.00 SF	563	4500.00 SF
60	5748.52 SF	132	5750.00 SF	204	5750.00 SF	276	5175.00 SF	348	5175.13 SF	420	5173.00 SF	492	4500.00 SF	564	4500.00 SF
61	5748.52 SF	133	5750.00 SF	205	5748.00 SF	277	5170.76 SF	349	5175.13 SF	421	5173.00 SF	493	4500.00 SF	565	4500.00 SF
62	5748.52 SF	134	5748.00 SF	206	5748.00 SF	278	5023.62 SF	350	5175.13 SF	422	5175.00 SF	494	4500.00 SF	566	4500.00 SF
63	5746.57 SF	135	5747.96 SF	207	5750.00 SF	279	5563.36 SF	351	5175.00 SF	423	5175.00 SF	495	4500.00 SF	567	4499.17 SF
64	5683.23 SF	136	5750.00 SF	208	5750.00 SF	280	5146.43 SF	352	5175.00 SF	424	5175.00 SF	496	4500.00 SF	568	4344.99 SF
65	5701.71 SF	137	5750.00 SF	209	5750.00 SF	281	5175.00 SF	353	5175.00 SF	425	5142.40 SF	497	4500.00 SF	569	6607.19 SF
66	5750.00 SF	138	5750.00 SF	210	5750.00 SF	282	5175.00 SF	354	5174.40 SF	426	5079.32 SF	498	4500.00 SF	570	5679.91 SF
67	5750.00 SF	139	5750.00 SF	211	5750.00 SF	283	5175.00 SF	355	5175.00 SF	427	5173.00 SF	499	4498.00 SF	571	5704.40 SF
68	5750.00 SF	140	5750.00 SF	212	5750.00 SF	284	5173.00 SF	356	5175.00 SF	428	5175.00 SF	500	4498.00 SF	572	5750.00 SF
69	5750.00 SF	141	5750.00 SF	213	5750.00 SF	285	5173.00 SF	357	5175.00 SF	429	5175.00 SF	501	4500.00 SF	573	5750.00 SF
70	5750.00 SF	142	5750.00 SF	214	5750.00 SF	286	5175.00 SF	358	5175.00 SF	430	5175.00 SF	502	4500.00 SF	574	5750.00 SF
71	5750.00 SF	143	5750.00 SF	215	5750.00 SF	287	5175.00 SF	359	5175.00 SF	431	5173.00 SF	503	4500.00 SF	575	5715.87 SF
72	5750.00 SF	144	5750.00 SF	216	5750.00 SF	288	5175.00 SF	360	5175.00 SF	432	5173.00 SF	504	4500.00 SF		

TRACT AREA				
TRACT ID	TRACT USE	AREA	OWNER	RESPONSIBLE PARTY
A	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
AA	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
B	AM, OS, LS, DR, SE, PUE	32320.43 SF	AVION HOA	AVON HOA LLC
BB	OS, LS, PUE	6000.06 SF	AVION HOA	AVION HOA LLC
C	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
CC	OS, LS, PUE	2616.00 SF	AVION HOA	AVION HOA LLC
D	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
DD	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
E	OS, LS, PUE	4916.00 SF	AVION HOA	AVION HOA LLC
EE	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
F	OS, LS, PUE	4916.00 SF	AVION HOA	AVION HOA LLC
FF	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
G	OS, LS, DR, PUE	51287.77 SF	AVION HOA	AVION HOA, LLC
GG	OS, LS, PUE	2010.00 SF	AVION HOA	AVION HOA LLC
H	AM, OS, LS, DR, SE, PUE	21620.00 SF	AVION HOA	AVION HOA LLC
HH	OS, LS, PUE	2010.00 SF	AVION HOA	AVION HOA LLC
I	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
II	OS, LS, DR, IRR, PUE	40082.65 SF	AVION HOA	AVION HOA LLC
J	OS, LS, PUE	2158.49 SF	AVION HOA	AVION HOA LLC
JJ	OS, LS, PUE	1879.98 SF	AVION HOA	AVION HOA LLC
K	TEAE, OS, LS, DR, WE, PUE	117061.91 SF	AVION HOA	AVION HOA LLC
KK	OS, LS, PUE	1860.00 SF	AVION HOA	AVION HOA LLC
L	DR, OS, LS, PUE	136583.84 SF	AVION HOA	AVION HOA LLC
LL	OS, LS, DR, SE, PUE	9000.00 SF	AVION HOA	AVION HOA LLC
M	OS, DR, LS, PUE	27202.44 SF	AVION HOA	AVION HOA LLC
MM	OS, LS, PUE	1860.00 SF	AVION HOA	AVION HOA LLC
N	AM, OS, LS, PUE	13664.70 SF	AVION HOA	AVION HOA LLC
NN	OS, LS, PUE	1860.00 SF	AVION HOA	AVION HOA LLC
O	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
OO	AM, OS, LS, DR, PUE	26500.00 SF	AVION HOA	AVION HOA LLC
P	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
PARCEL G	AM, OS, DR, LS, PUE	280474.49 SF	AVION HOA	AVION HOA LLC
PP	OS, LS, PUE	1860.00 SF	AVION HOA	AVION HOA LLC
Q	OS, LS, PUE	2159.74 SF	AVION HOA	AVION HOA LLC
QQ	OS, LS, DR, IRR, PUE	90242.14 SF	AVION HOA	AVION HOA LLC
R	OS, LS, PUE	2167.70 SF	AVION HOA	AVION HOA LLC
RR	OS, LS, DR, PUE	100159.98 SF	AVION HOA	AVION HOA LLC
S	OS, LS, DR, SE, PUE	25184.26 SF	AVION HOA	AVION HOA LLC
SS	MED, LS	1872.42 SF	CITY OF GOODYEAR	AVION HOA LLC
T	AM, OS, LS, DR, PUE	51532.72 SF	AVION HOA	AVION HOA LLC
TT	MED, LS, DR	3206.17 SF	CITY OF GOODYEAR	AVION HOA LLC
U	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
UU	MED, LS, DR	7896.97 SF	CITY OF GOODYEAR	AVION HOA LLC
V	OS, LS, PUE	2160.00 SF	AVION HOA	AVION HOA LLC
VV	MED, LS	1531.60 SF	CITY OF GOODYEAR	AVION HOA LLC
W	OS, LS, PUE	1711.82 SF	AVION HOA	AVION HOA LLC
WW	MED, LS	1616.99 SF	CITY OF GOODYEAR	AVION HOA LLC
X	AM, OS, LS, DR, PUE	15632.54 SF	AVION HOA	AVION HOA LLC
Y	OS, LS, PUE	1309.47 SF	AVION HOA	AVION HOA LLC
Z	OS, LS, PUE	2160.06 SF	AVION HOA	AVION HOA LLC
TOTAL OS (TRACTS)		25.78 AC	1,124,049 SF	16.79%

PARCEL AREA				
TRACT ID	TRACT USE	AREA	OWNER	RESPONSIBLE PARTY
PARCEL F	FUTURE DEV.	1049482 SF	GY160 LAND SUB4, LLC	GY160 LAND SUB4, LLC

UNLESS EXPRESSLY MODIFIED IN THE DOCUMENT, ALL DEVELOPMENT WITHIN THE PROPERTY SHALL COMPLY WITH THE REQUIREMENTS OF THE CITY OF GOODYEAR ZONING ORDINANCE. THE DEVELOPMENT STANDARDS FOR EACH PARCEL SHALL BE THE DEVELOPMENT STANDARDS FOR THE UNDERLYING ZONING DISTRICT OF THE PARCEL IN ACCORDANCE WITH THE CITY OF GOODYEAR ZONING ORDINANCE, EXCEPT AS MODIFIED BELOW.

STANDARD	R1-6 REDUCED	R1-4 REDUCED
LOT STANDARDS		
MINIMUM LOT AREA (sf)	5,000	3,500 sf IN PARCEL F ONLY
MINIMUM LOT DEPTH (ft)	100	90 ft IN PARCEL F ONLY
BUILDING FORM AND LOCATION		
MAXIMUM BUILDING COVERAGE	60%	65%
MINIMUM SETBACKS (ft)		
FRONT (other than front facing garage)	8	8
STREET SIDE	5 (where a minimum 8 foot wide landscape tract is provided)	5 (where a minimum 8 foot wide landscape tract is provided)
REAR	15 TO LIVING (Rear setbacks may be reduced to 10 for single-story elevations only. 10 to covered patios for single-story elevations only.	15 to living (Rear setbacks may be reduced to 10 for single-story elevations only); 5 to covered patios for single-story elevations only

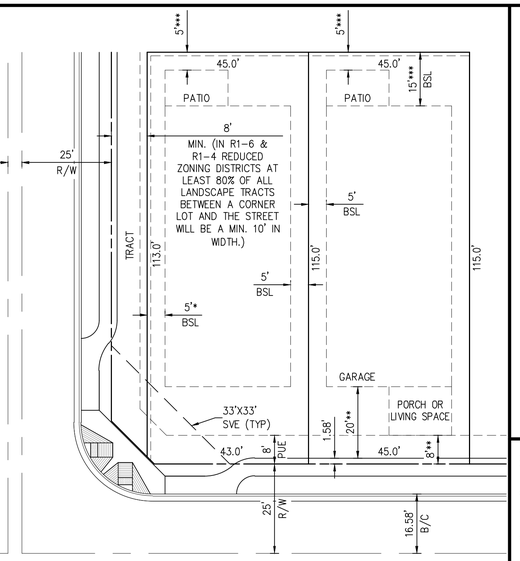


45' x 100' TYPICAL LOT

N.T.S.

45' X 100' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 5' FOR COVERED PORCHES FOR SINGLE STORY ELEVATIONS, AND 10' TO LIVABLE SPACE FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.



45' x 115' TYPICAL LOT

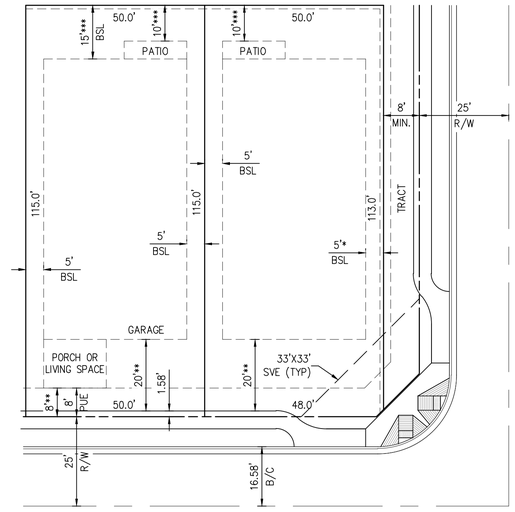
N.T.S.

45' X 115' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 5' FOR COVERED PORCHES FOR SINGLE STORY ELEVATIONS, AND 10' TO LIVABLE SPACE FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.

ABBREVIATIONS

AM	AMENITIES
DR	DRAINAGE RETENTION
IRR	IRRIGATION
LS	LANDSCAPE
MED	MEDIAN
OS	OPEN SPACE
PUE	PUBLIC UTILITY EASEMENT
SE	SEWER EASEMENT
TEAE	TEMPORARY EMERGENCY ACCESS EASEMENT
WE	WATER EASEMENT



50' x 115' TYPICAL LOT

N.T.S.

50' X 115' TYPICAL LOT

- 5' MINIMUM SIDE YARD SETBACK MAY APPLY TO STREET SIDE WHEN MINIMUM 8' WIDE LANDSCAPE TRACT IS PROVIDED BETWEEN THE LOT AND STREET.
- FRONT SETBACKS SHALL BE 8'. FRONT FACING GARAGES SHALL OBSERVE A MINIMUM OF 20' SETBACK FROM BACK OF SIDEWALK.
- REAR SETBACKS MAY BE REDUCED TO 10' FOR COVERED PORCHES, AND 10' FOR SINGLE STORY ELEVATIONS ONLY.
- A MINIMUM OF 50% OF ALL HOMES ON PARCELS A1 & A2, B, C1 & C2, D AND E, (AND F IF DEVELOPED AS R1-4 REDUCED) RESPECTIVELY SHALL HAVE EITHER A FRONT COURTYARD OR COVERED FRONT PORCH.

Bowman CONSULTING

Bowman Consulting Group, Ltd.
8777 N. Gainey Center Drive, Suite 265
Scottsdale, Arizona 85258

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

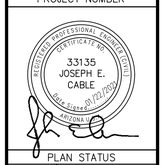
PRELIMINARY PLAT - DETAILS AND LOT AREA

AVION AT BALLPARK VILLAGE

MARICOPA COUNTY

GOODYEAR, AZ

PROJECT NUMBER



PLAN STATUS

DATE	DESCRIPTION	
DD	MT	JC
DESIGN	DRAWN	CHKD
SCALE	H: V:	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP03

SHEET 03 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-003-DET.dwg 02/09/2021

MATCHLINE SEE SHEET PP06

MATCHLINE SEE SHEET PP05

CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L1	N0°06'36"E	235.16'
L2	N0°06'36"E	280.01'
L3	N90°00'00"E	241.63'
L4	N90°00'00"W	214.49'
L5	N90°00'00"W	883.24'
L6	S0°00'08"W	280.01'
L7	N90°00'00"E	1097.20'
L8	N0°00'00"E	280.00'

PASEO AT SARIVAL VILLAGE HOMEOWNERS ASSOC.
SARIVAL VILLAGE PARCEL 10
BOOK 591, PAGE 1, M.C.R.
ZONING: PAD

S00°29'22"W 2598.33'

S. 158TH AVE.

W. LARKSPUR DR.

S. 158th AVE.

S. 157TH LN.

TRACT RR

TRACT V

TRACT U

TRACT T
261.10'

RETENTION

ROW PARCEL

PHASE 2

TRACT W

TRACT X

TRACT Z

TRACT TT

TRACT SS

PARCEL F
PHASE 3
FUTURE DEVELOPMENT

TEMPORARY RETENTION

W. VOGEL AVE.

EX. IRRIGATION DITCH TO BE REMOVED

S89°52'03"E 2495.43'

S89°52'03"E 3784.78'

S89°52'03"E 1468.88'

W. ELWOOD STREET

OFFSITE IMPROVEMENTS ELWOOD LOGISTICS PER DEVELOPMENT AGREEMENT WITH CITY OF GOODYEAR

TEMPORARY ESMT TO BE RELOCATED WITH DEVELOPMENT

WEST QUARTER CORNER SECTION 19, T1N, R1W FOUND BRASS CAP IN HAND HOLE

ELWOOD LOGISTICS CENTER LLC
DOC. 2012-0654558, M.C.R.
ZONING: PAD

ARIZONA GALVANIZING INC.
DOC. 1994-0057178, M.C.R.
ZONING: I-2

(GL) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE LEFT (EAST) ON LOT 328 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

(GR) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE RIGHT (WEST) ON LOT 327 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

REFER TO SHEET 2 FOR CURVE DATA

N

60 30 0 60 120
GRAPHIC SCALE
1" = 60'

Bowman CONSULTING

Bowman Consulting Group, Ltd.
8500 North Hayden Road, Suite 325
Glendale, Arizona 85305
Phone: (480) 629-8830
www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

PROJECT NUMBER

33135
JOSEPH E.
CABLE
01/31/2021
REGISTERED PROFESSIONAL ENGINEER (CIVIL)
ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: 1"=60' V: NONE	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP04
SHEET 04 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-004-PPT.dwg 01/27/2021

MATCHLINE SEE SHEET PP07

MATCHLINE SEE SHEET PP04

S.157TH DR.

8.00' PUE

8.00' TRAIL

50.00' R/W

PHASE 2

1127.47'

PARCEL F

PHASE 3
FUTURE DEVELOPMENT

661.80'

N00°07'05"E 2476.15'

N00°07'05"E 2526.26'

S00°07'05"W 2606.38'

S. ESTRELLA PARKWAY

15.85' MEDIAN

50.00' B/C

50.17' B/C

75.00' R/W

80.00' RID PIPE

68.00'

24.00' R.I.D. ESMT

8' TRAIL

PROPOSED BUS BAY

N45°07'31"E 63.63'

63.61'

40.0'

S89°52'03"E 40.00'

10.00' PUE

3' DG TRAIL

S89°52'03"E 2495.43'

2495.4'

55.00' R/W

29.89' B/C

9.83' MEDIAN

1.92' MEDIAN

37.45' B/C

2.19' MEDIAN

25.27' B/C

S89°52'03"E 1468.88'

42.92' B/C

43.10' B/C

67.27' B/C

W. ELWOOD STREET

S. 156TH AVE.

ESTRELLA CROSSING BUSINESS PARK
BOOK 762, PAGE 44, M.C.R.
ZONING: PAD

ESTRELLA CROSSING BUSINESS PARK MLD
BOOK 906, PAGE 6 M.C.R.
ZONING: PAD

EAST QUARTER CORNER
SECTION 19, T1N, R1W FOUND
BRASS CAP IN HAND HOLE

REFER TO SHEET 2
FOR CURVE DATA

N

60 30 0 60 120
GRAPHIC SCALE
1" = 60'

Bowman CONSULTING

Bowman Consulting Group, Ltd.
6295 North Sweetzer Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

---- PROJECT NUMBER

33135
JOSEPH E.
CABLE
01/22/2021

PLAN STATUS

DATE	DESCRIPTION	
DD	MT	JC
DESIGN	DRAWN	CHKD
SCALE	H: 1"=60' V: NONE	
JOB No.	090568-02-001	
DATE :	01/22/2021	

PP05

SHEET 05 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-005-PPT.dwg 01/27/2021

MATCHLINE SEE SHEET PP08

W. WILLIAMS ST.

W. MIAMI ST.

W. PIONEER ST.

W. SUPERIOR AVE.

W. SIERRA ST.

S. 159TH AVE.

S. 157TH LN.

S. 158TH DR.

S. 158TH AVE.

PHASE 1A

PHASE 1B

PHASE 2

TRACT H RETENTION

TRACT L RETENTION

TRACT M RETENTION

TRACT N RETENTION

TRACT O RETENTION

TRACT P RETENTION

TRACT Q RETENTION

TRACT R RETENTION

TRACT S RETENTION

TRACT I

TRACT J

TRACT RR

TRACT T

PASEO AT SARIVAL VILLAGE HOMEOWNERS ASSOC. SARIVAL VILLAGE PARCEL 6 BOOK 600, PAGE 47, M.C.R. ZONING: PAD

PASEO AT SARIVAL VILLAGE HOMEOWNERS ASSOC. SARIVAL VILLAGE PARCEL 10 BOOK 591, PAGE 1, M.C.R. ZONING: PAD

PIONEER STREET

EX. IRRIGATION DITCH TO BE REMOVED

MATCHLINE SEE SHEET PP07

MATCHLINE SEE SHEET PP04

REFER TO SHEET 2 FOR CURVE DATA

* DUE TO TEMPORARY TURNAROUND EASEMENT, HOMES CANNOT BE CONSTRUCTED ON LOTS 37, 38, 45, 46, 83, 92, 130, 131, 138, 139 AND 575 UNTIL EITHER THE TURNAROUND AND EASEMENT ARE RELOCATED TO THE WEST OF THE LOT OR UNTIL THE STREET IS EXTENDED TO PROVIDE EGRESS BY WAY OF CONSTRUCTION OF PHASE 1B.

(QL) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE LEFT (WEST) ON LOT 211 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

(GR) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE RIGHT (WEST) ON LOT 190 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

CENTERLINE DATA

LINE #	BEARING	DISTANCE
L1	S0°00'00"E	25.00'
L2	N90°00'00"W	285.91'
L3	N90°00'00"W	569.94'
L4	N90°00'00"W	325.00'
L5	N0°00'00"E	25.00'
L6	N0°02'25"W	280.00'
L7	N90°00'00"E	299.87'
L8	N90°00'00"E	520.13'
L9	N90°00'00"E	505.99'
L10	N0°00'02"W	280.00'
L11	S0°00'02"E	280.00'
L12	N90°00'00"W	820.00'
L13	N90°00'00"W	140.00'
L14	N90°00'00"W	323.75'
L15	S0°00'00"E	276.47'
L16	N90°00'00"E	318.17'
L17	N90°00'00"E	960.00'
L18	S0°00'00"E	280.00'
L19	N90°00'00"W	982.00'
L20	N90°00'00"W	332.00'

GRAPHIC SCALE 1" = 60'

Bowman CONSULTING

Bowman Consulting Group, Ltd.
6295 North Sunset Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

PROJECT NUMBER

REGISTERED PROFESSIONAL ENGINEER — CERTIFICATE NO. 33135 — JOSEPH E. CABLE — 01/22/2021 — ARIZONA U.S.A. — NATIONAL

PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: 1"=60' V: NONE	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP06

SHEET 06 OF 10

C.O.G. 20-50000008

MATCHLINE SEE SHEET PP09

W. WILLIAMS ST.

PHASE 1A

TRACT K RETENTION

TRACT GG

TRACT HH

TRACT JJ

S. 157TH DR.

S. 155TH DR.

W. MIAMI ST.

TRACT EE

TRACT FF

TRACT QQ

PHASE 1A

S. 156TH AVE.

S. 155TH LN.

W. KERBY AVE

TRACT DD

S. 156TH DR.

RETENTION PARCEL G

S. WOOD BLVD.

TRACT UU

W. WOOD BOULEVARD

S. ESTRELLA PARKWAY

TRACT CC

W. SUPERIOR AVE

TRACT AA

TRACT BB

W. LUPINE AVE.

PHASE 1B

FLEXIBLE SPORT / PLAY AREA (SOCCER FIELDS SHOWN FOR SIZE REFERENCE ONLY)

TRACT Y

PARCEL F
PHASE 3

PHASE 3

MATCHLINE SEE SHEET PP06

MATCHLINE SEE SHEET PP05

(GR) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE RIGHT (EAST) ON LOTS 451 & 445 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

REFER TO SHEET 2 FOR CURVE DATA

CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L1	S0°00'48"E	410.00'
L2	N0°00'48"W	150.00'
L3	N90°00'00"W	266.91'
L4	N90°00'00"W	137.13'
L5	N90°00'00"W	280.00'
L6	N90°00'00"W	280.00'
L7	N90°00'00"W	122.87'
L8	N0°00'00"E	54.58'
L9	N0°00'00"E	313.71'
L10	N90°00'00"W	280.00'
L11	S0°00'00"E	313.71'
L12	N0°00'00"E	408.47'
L13	N90°00'00"E	375.79'
L14	N90°00'00"E	319.32'
L15	N0°00'00"E	383.00'
L16	N90°00'00"E	280.00'
L17	S0°00'00"E	295.00'
L18	N90°00'00"E	280.00'
L19	N0°00'00"E	295.00'
L20	N90°00'00"W	280.00'
L21	N90°00'00"E	139.32'
L22	N0°00'00"E	265.00'
L23	N0°00'00"E	265.00'
L24	N90°00'00"W	171.86'
L25	S58°53'34"W	25.36'
L26	N0°00'00"E	277.42'
L27	S0°00'00"E	25.00'
L28	S85°04'07"E	26.88'

N

60 30 0 60 120
GRAPHIC SCALE
1" = 60'

Bowman CONSULTING

Bowman Consulting Group, Ltd.
8777 N. Gainey Center Dr., Ste 265
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

GOODYEAR, AZ

MARICOPA COUNTY

PROJECT NUMBER

33135
JOSEPH E. CABLE
01/22/2021
REGISTERED PROFESSIONAL ENGINEER
ARIZONA

PLAN STATUS

DATE	DESCRIPTION	
DD	MT	JC
DESIGN	DRAWN	CHKD

SCALE H: 1"=60'
V: NONE

JOB No. 090568-02-001

DATE : 01/22/2021

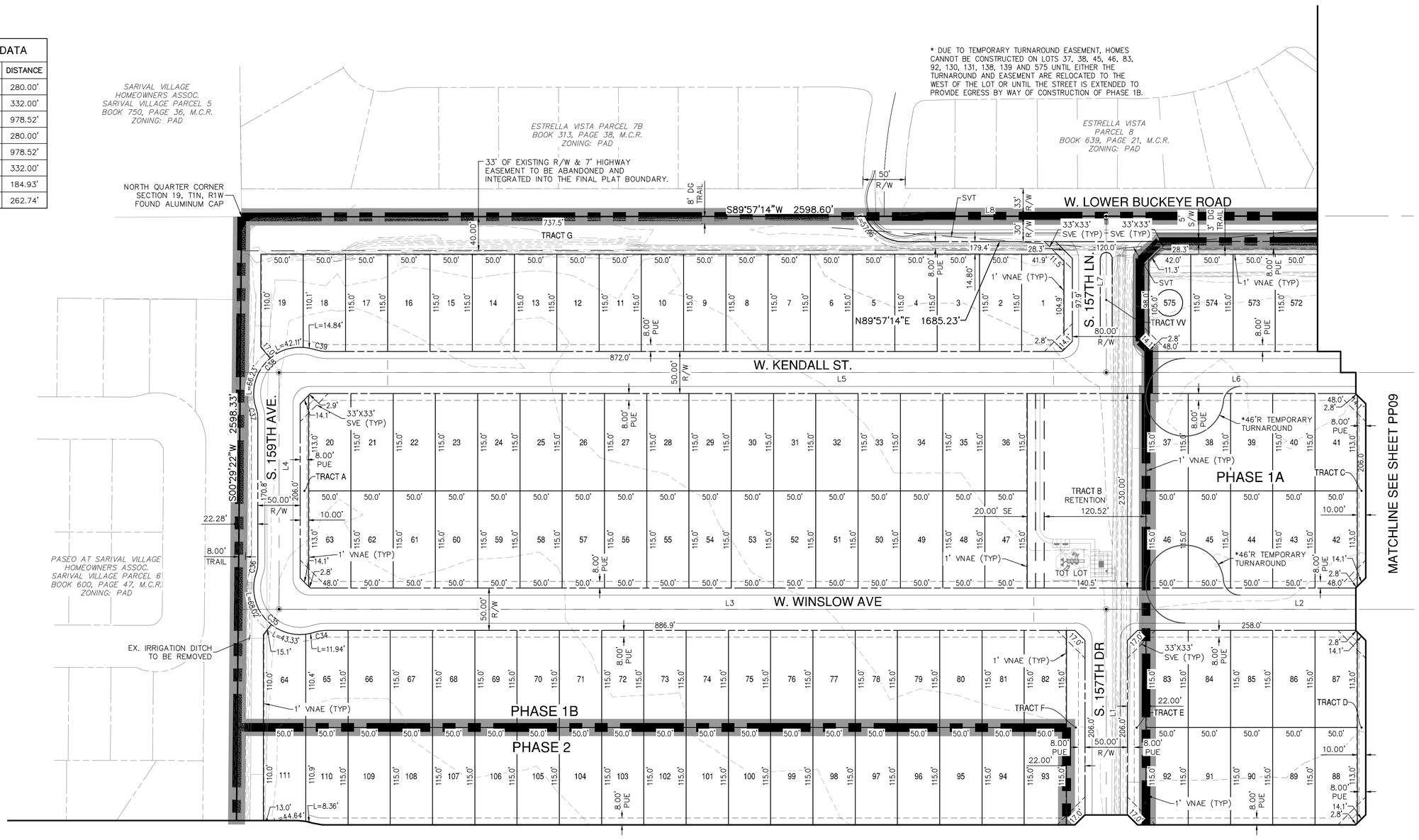
PP07

SHEET 07 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-007-PPT.dwg 01/27/2021

CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L1	S0°00'00"E	280.00'
L2	N90°00'00"E	332.00'
L3	N90°00'00"E	978.52'
L4	S0°00'00"E	280.00'
L5	N90°00'00"W	978.52'
L6	N90°00'00"W	332.00'
L7	N0°00'00"E	184.93'
L8	N89°57'14"E	262.74'



CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-008-PPT.dwg 02/26/2021

Bowman CONSULTING

Bowman Consulting Group, Ltd.
8250 North Sweetwater Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com

© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

MARICOPA COUNTY

GOODYEAR, AZ

PROJECT NUMBER

33135 JOSEPH E. CABLE 01/22/2021 REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. ARIZONA U.S.A.

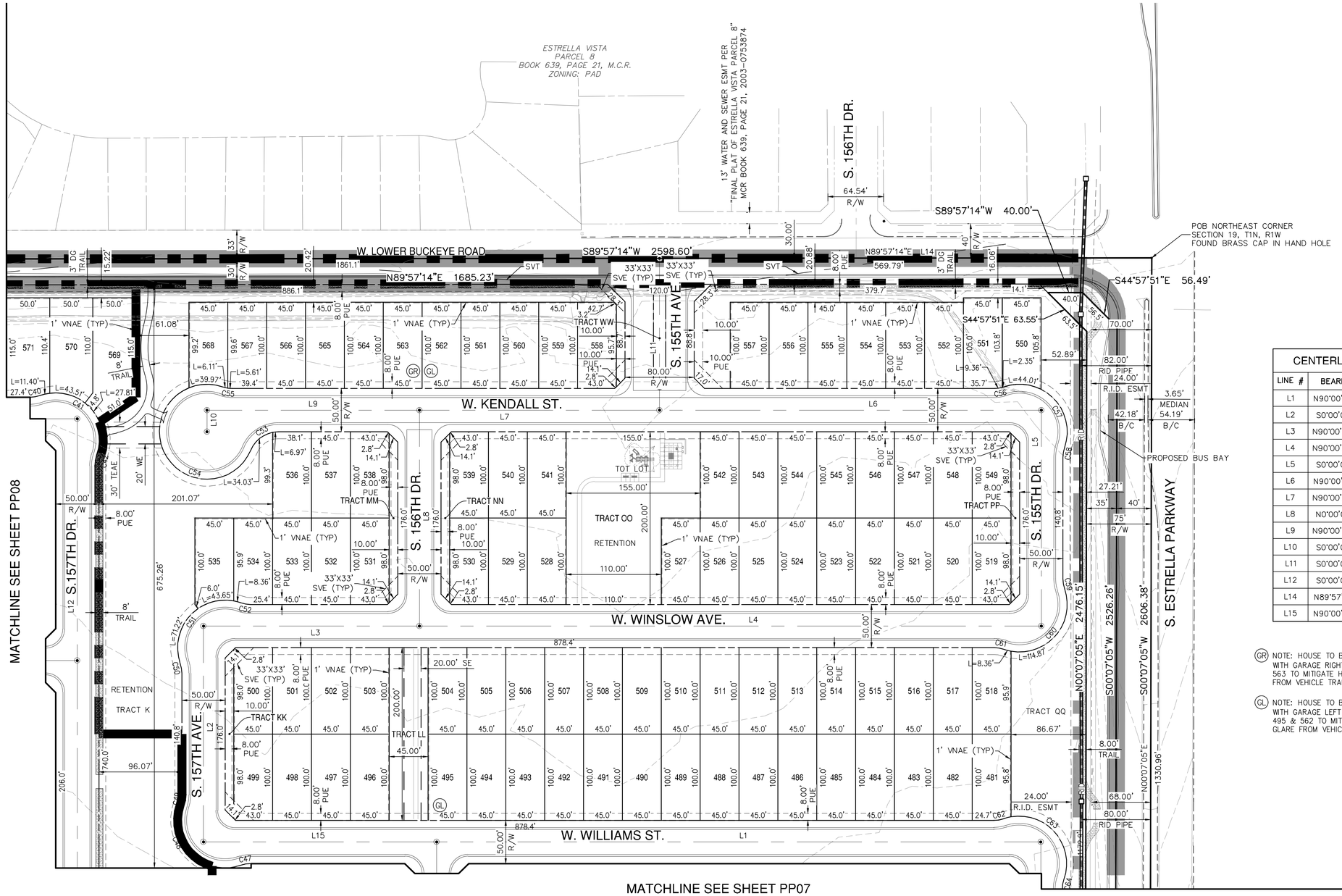
PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: 1"=60' V: NONE	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP08

SHEET 08 OF 10

C.O.G. 20-50000008



CENTERLINE DATA		
LINE #	BEARING	DISTANCE
L1	N90°00'00"E	700.00'
L2	S0°00'00"E	250.00'
L3	N90°00'00"W	250.00'
L4	N90°00'00"W	720.00'
L5	S0°00'00"E	250.00'
L6	N90°00'00"E	442.00'
L7	N90°00'00"W	278.00'
L8	N0°00'00"E	250.00'
L9	N90°00'00"W	245.99'
L10	S0°00'00"E	25.00'
L11	S0°00'00"E	175.74'
L12	S0°00'00"E	560.00'
L14	N89°57'14"E	569.79'
L15	N90°00'00"E	270.00'

(GR) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE RIGHT (EAST) ON LOT 563 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

(GL) NOTE: HOUSE TO BE CONSTRUCTED WITH GARAGE LEFT (WEST) ON LOTS 495 & 562 TO MITIGATE HEADLIGHT GLARE FROM VEHICLE TRAFFIC.

Bowman CONSULTING

Bowman Consulting Group, Ltd.
6295 North Sweetwater Blvd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

PRELIMINARY PLAT

AVION AT BALLPARK VILLAGE

MARICOPA COUNTY

GOODYEAR, AZ

PROJECT NUMBER ----

33135 JOSEPH E. CABLE — REGISTERED PROFESSIONAL ENGINEER (CIVIL) — CERTIFICATE NO. — ARIZONA U.S.A.

PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD

SCALE H: 1"=60' V: NONE

JOB No. 090568-02-001

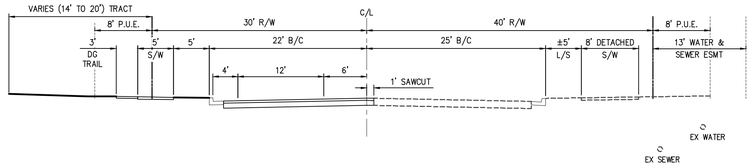
DATE : 01/22/2021

SHEET 09 OF 10

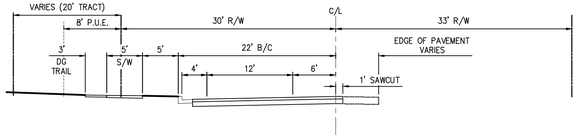
PP09

C.O.G. 20-50000008

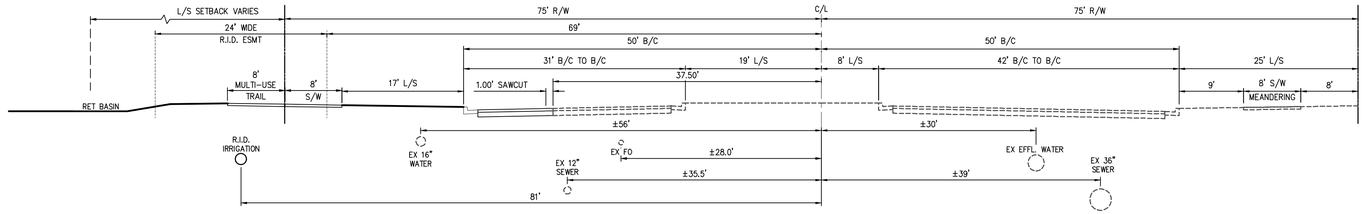
CAD FILE NAME: V:\090568 - sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-009-PPT.dwg 02/26/2021



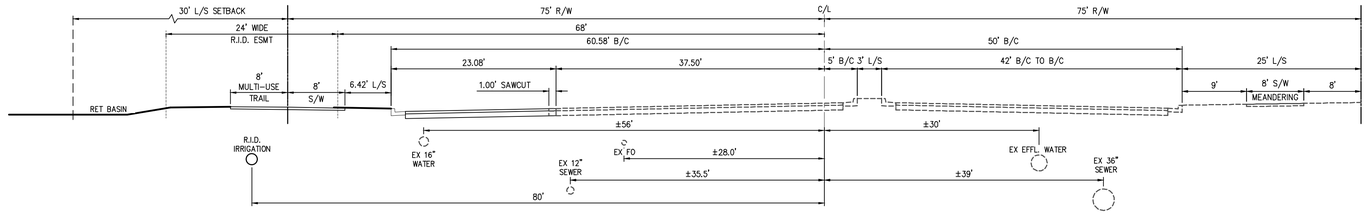
MODIFIED MINOR COLLECTOR STREET (LOOKING WEST)
W. LOWER BUCKEYE ROAD, ADJACENT TO ESTRELLA VISTA PARCEL 8



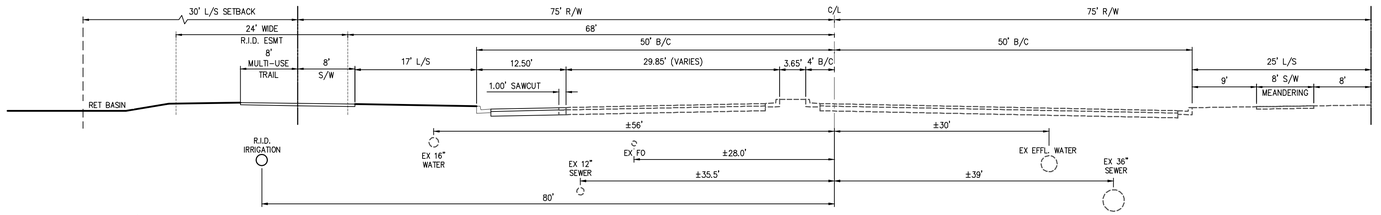
MODIFIED MINOR COLLECTOR STREET (LOOKING WEST)
W. LOWER BUCKEYE ROAD, ADJACENT TO ESTRELLA VISTA PARCEL



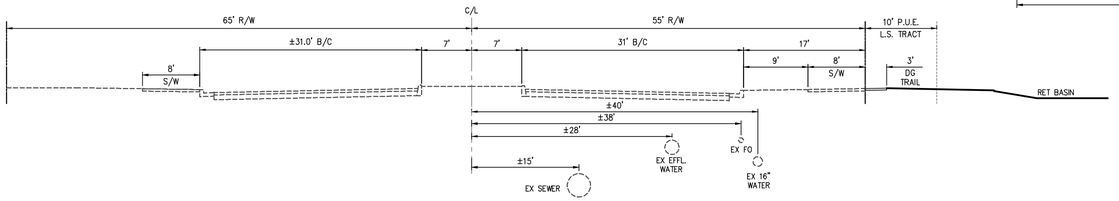
SCENIC ARTERIAL STREET (LOOKING NORTH)
S. ESTRELLA PARKWAY



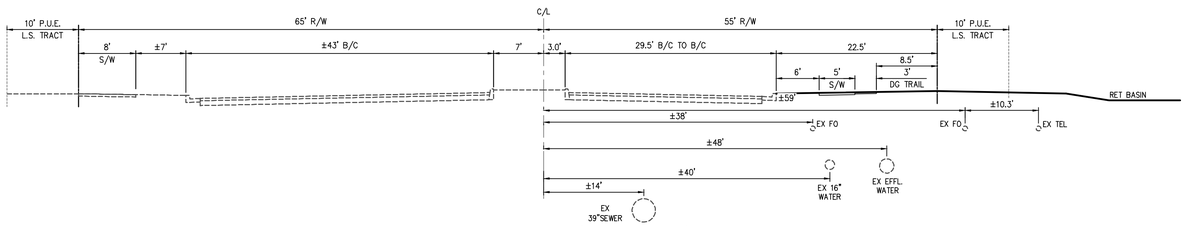
SCENIC ARTERIAL STREET (LOOKING NORTH)
S. ESTRELLA PARKWAY WITH RIGHT TURN LANE



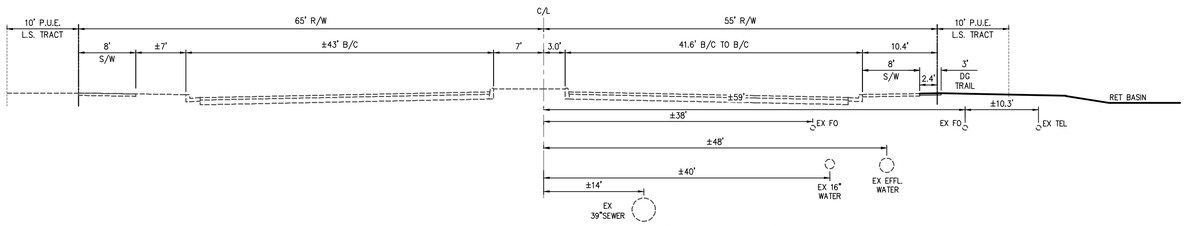
SCENIC ARTERIAL STREET (LOOKING NORTH)
S. ESTRELLA PARKWAY WITH LEFT TURN LANE



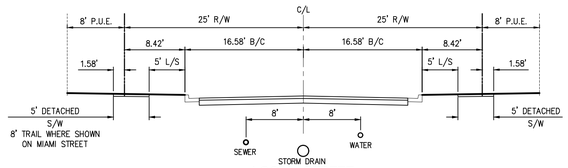
MINOR ARTERIAL STREET (LOOKING WEST)
W. ELWOOD STREET (WEST OF S. 157TH LANE)



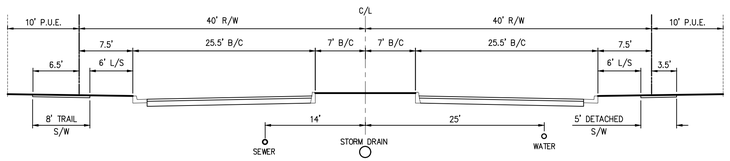
MINOR ARTERIAL STREET (LOOKING WEST)
W. ELWOOD STREET (BETWEEN ESTRELLA PARKWAY & S. 157TH LANE)



MINOR ARTERIAL STREET WITH RIGHT TURN LANE (LOOKING WEST)
W. ELWOOD STREET (BETWEEN S. ESTRELLA PARKWAY & S. 157TH LANE)



LOCAL STREET
(LOOKING NORTH OR WEST)



SPECIAL USE MAJOR COLLECTOR
(LOOKING NORTH OR WEST)

Bowman
CONSULTING

Bowman Consulting Group, Ltd.
6295 North Scottsdale Rd. Ste 325
Glendale, Arizona 85305

Phone: (480) 629-8830

www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

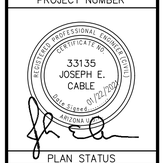
PRELIMINARY PLAT - STREET SECTIONS

AVION AT BALLPARK VILLAGE

MARICOPA COUNTY

GOODYEAR, AZ

PROJECT NUMBER



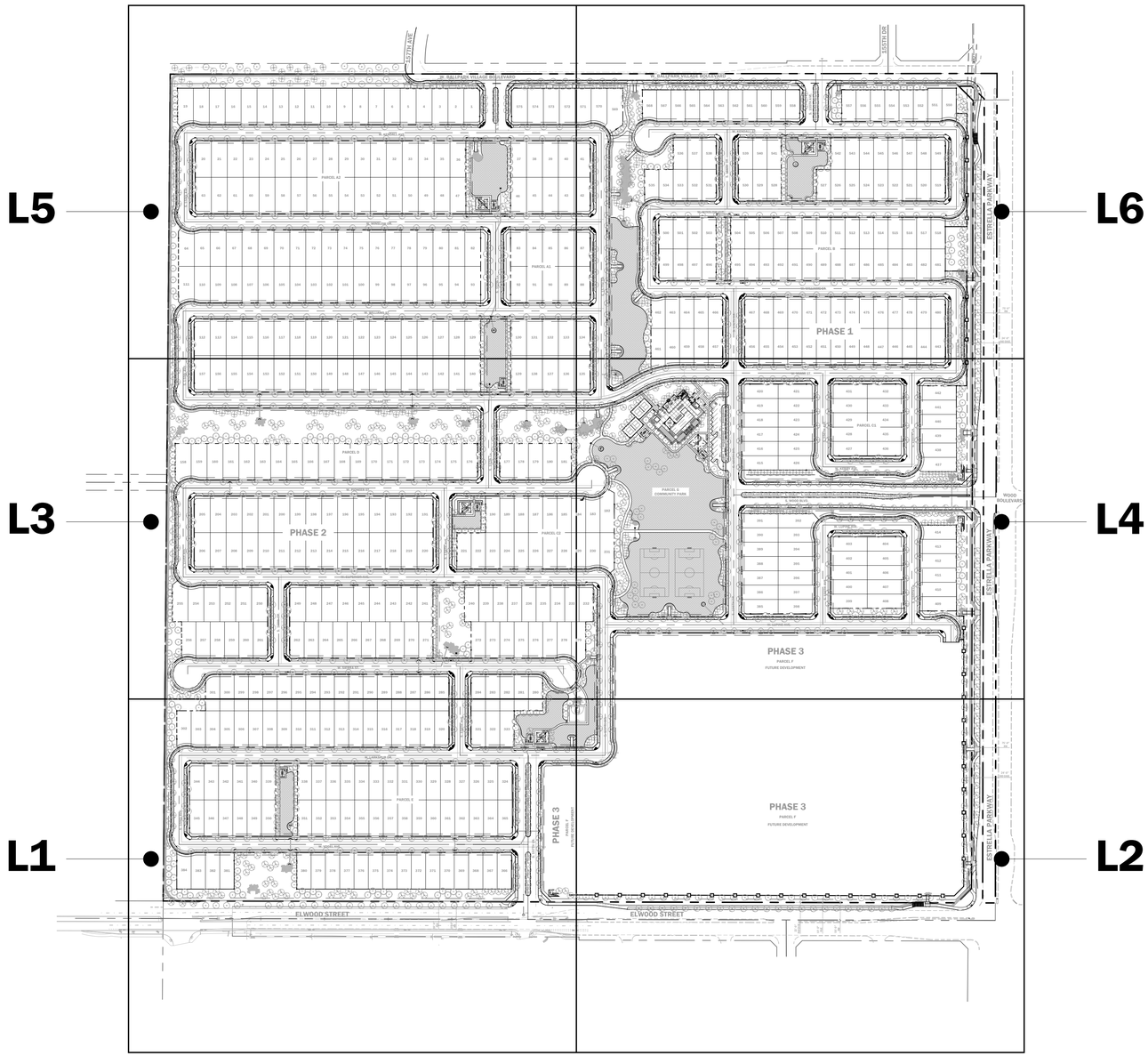
PLAN STATUS

DATE	DESCRIPTION	
DD DESIGN	MT DRAWN	JC CHKD
SCALE	H: V:	
JOB No. 090568-02-001		
DATE : 01/22/2021		

PP10
SHEET 10 OF 10

C.O.G. 20-50000008

CAD FILE NAME: V:\090568 – sun ds farms\090568-02-001 (eng)\engineering\engineering plans\PrePlat\090568-PR-010-PPT.dwg 02/26/2021



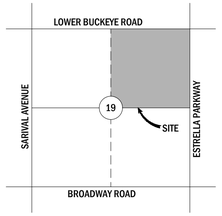
OVERALL SITE PLAN / KEY MAP

PLAN

0' 60' 120' 240' SCALE: 1" = 120'

LANDSCAPE LEGEND & SCHEDULE

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	QTY
TREES			
	PISTACIA X 'RED PUSH' RED PUSH PISTACHE	24" BOX	852
	FAXINUS VELUTINA 'FAN TEX' FAN TEX ASH	24" BOX	1,002
	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	24" BOX	282
	CHILOPSIS LINEARIS X LUCRETIA HAMILTON' LUCRETIA HAMILTON DESERT WILLOW	24" BOX	156
SHRUBS		SIZE	QTY
	EREMOPHILA HYGROPHANA 'BLUE BELLS' BLUE BELLS EREMOPHILA	5 GAL.	5,030
	NERIUM OLEANDER 'PETITE PINK' PETITE PINK OLEANDER	5 GAL.	1,104
	EROMOPHILA MACULATA 'VALENTINE' VALENTINE BUSH	5 GAL.	704
	RUSELLIA EQUISITIFORMUS CORAL FOUNTAIN	5 GAL.	1,147
	TECOMA CAPENSIS CAPE HONEYSUCKLE	5 GAL.	19
	MYRTUS COMMUNIS 'COMPACTA' DWARF MYRTLE	5 GAL.	597
ACCENTS		SIZE	QTY
	DASYLIRION LONGISSIMUM SMOOTH SOTOL, MEXICAN GRASS TREE	5 GAL.	1,167
	HESPERALOE FUNIFERA GIANT HESPERALOE	5 GAL.	1,127
	HESPEREALOE PARVIFOLIA 'BRAKELIGHTS' BRAKE LIGHTS RED YUCCA	5 GAL.	1,499
	MUHLENBERGIA CAPILLARIS 'REGAL MIST' REGAL MIST DEER GRASS	5 GAL.	3,982
	BOUGAINVILLEA 'SAN DIEGO RED' SAN DIEGO RED BOUGAINVILLEA	5 GAL.	2,383
VINES		SIZE	QTY
	HARDENBERGIA VIOLACEA LILAC VINE	5 GAL.	21
GROUNDCOVER		SIZE	QTY
	LANTANA X 'NEW GOLD' NEW GOLD LANTANA	1 GAL.	1,746
	LANTANA MONTIVIDENSIS PURPLE TRAILING LANTANA	1 GAL.	3,228
	EROMOPHILA GLABRA 'MINGENEW GOLD' OUTBACK SUNRISE EMU	1 GAL.	5,579
TURF			QTY
	TURF GRASS CYNODON DACTYLON 'MIDIRON' HYBRID BERMUDA GRASS		280,055 S.F.
TOP DRESSING			QTY
	DECOMPOSED GRANITE SIZE: 1/2" SCREENED COLOR: APACHE BROWN (OR EQUAL) FROM LOCAL SOURCE 2" MIN DEPTH IN ALL LANDSCAPE AREAS		1,511,718 S.F.
	STABALIZED GRANITE SIZE: 1/4" MINUS COLOR: PALOMINO GOLD (OR EQUAL) FROM LOCAL SOURCE PROVIDE SOIL LOC TO STABILIZE		66,155 S.F.
	ANGULAR RIP RAP SIZE: 3" - 6" COLOR: PALOMINO GOLD (OR EQUAL) FROM LOCAL SOURCE		20,060 S.F.



VICINITY MAP

PLAN N.T.S.

PROJECT TEAM

DEVELOPER

GY160 LAND SUB 1 LLC,
GY160 LAND SUB 2 LLC,
GY160 LAND SUB 3 LLC,
GY160 LAND SUB 4 LLC,
GY160 LAND SUB 5 LLC,

7001 N. SCOTTSDALE ROAD, SUITE 1015
SCOTTSDALE, AZ 85253
PH: (480) 315.2600

CONTACT: GREG LEHMANN
EMAIL: GLEHMANN@COMMSW.COM

CIVIL ENGINEER

BOWMAN CONSULTING

6751 N. SUNSET BLVD., SUITE 325
GLENDALE, AZ 85305
PH: (480) 629.8830

CONTACT: JOE CABLE, P.E.
EMAIL: JCABLE@BOWMANCONSULTING.COM

LANDSCAPE ARCHITECT

THOMAS + CROWLEY LLC

1150 N. COUNTRY CLUB DRIVE, STE 11
MESA, AZ 85201
P: (480) 878.4708

CONTACT: CRAIG CROWLEY, RLA
EMAIL: CRAIG@THOMAS-CROWLEY.COM

SHEET INDEX

SHEET	NAME
LC	PRELIMINARY LANDSCAPE COVER SHEET
L1	PRELIMINARY LANDSCAPE PLAN
L2	PRELIMINARY LANDSCAPE PLAN
L3	PRELIMINARY LANDSCAPE PLAN
L4	PRELIMINARY LANDSCAPE PLAN
L5	PRELIMINARY LANDSCAPE PLAN
L6	PRELIMINARY LANDSCAPE PLAN
MWP	PRELIMINARY MASTER WALL PLAN
W1	PRELIMINARY WALL DETAILS
W2	PRELIMINARY PRIMARY ENTRY MONUMENT
W3	PRELIMINARY SECONDARY & WALL ENTRY MONUMENTS

SITE DATA

EXISTING ZONING	**PAD**
GROSS SITE AREA	**153.65 AC**
PROPOSED DENSITY (GROSS)	**3.74 DU/AC**
REQUIRED OPEN SPACE (GROSS)	**15% (23.04 AC)**
PROPOSED OPEN SPACE (GROSS)	**16.57% (25.46 AC)**
ACTIVE OPEN SPACE	**13.45 AC**
PASSIVE OPEN SPACE	**12.01 AC**

communities southwest

THOMAS+CROWLEY
LANDSCAPE ARCHITECTURE + PLANNING + SITE DESIGN + CONSTRUCTION MANAGMENT

SEAL

REGISTERED LANDSCAPE ARCHITECT · CERTIFICATE NO. · STATE OF ARIZONA · U.S.A.
55248
CRAIG M. CROWLEY
EXPIRES 12/31/22

PROJECT

AVION
AT BALLPARK VILLAGE
GOODYEAR, ARIZONA

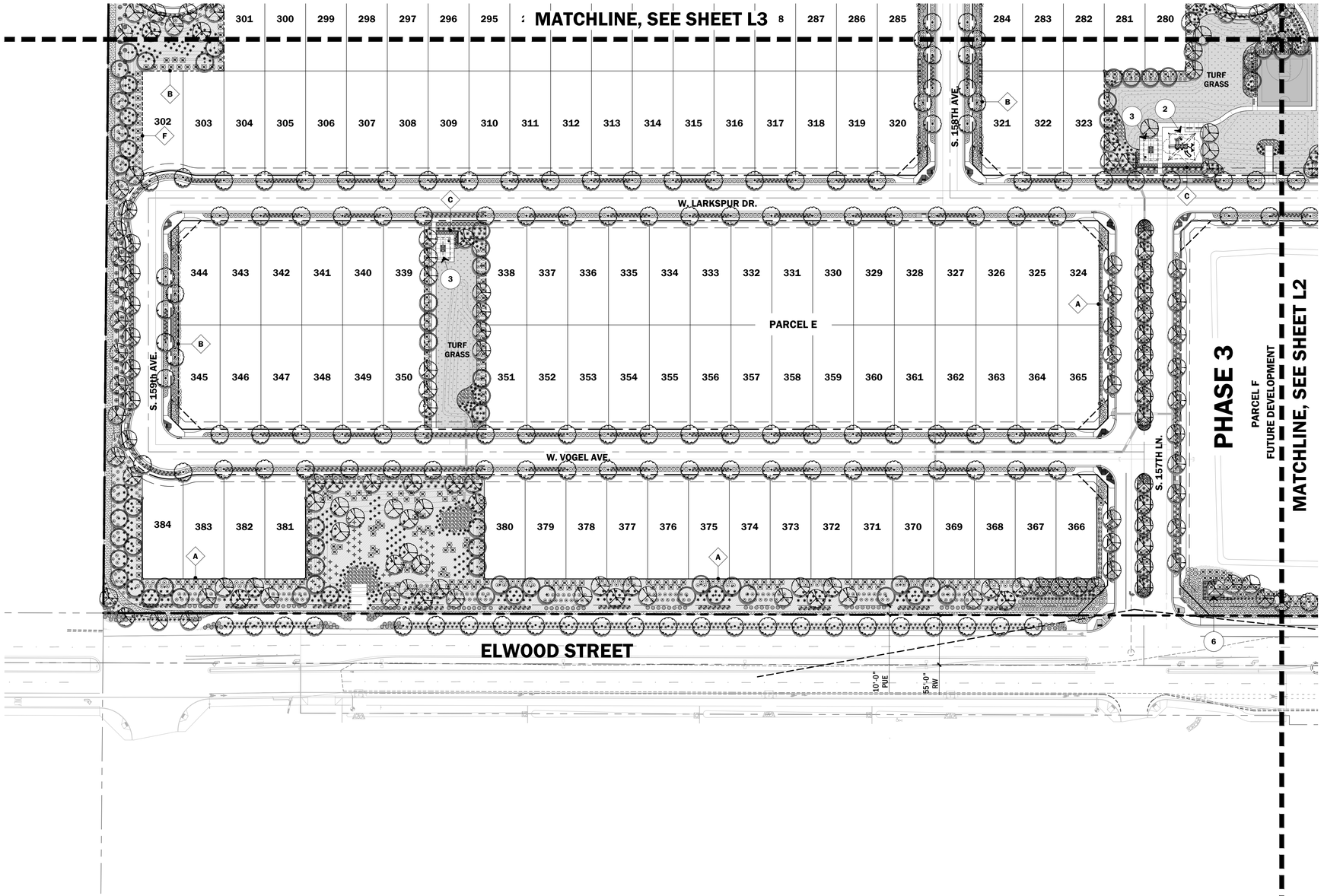
EXHIBIT

PRELIMINARY LANDSCAPE COVER SHEET

EXHIBIT #

LC

DATE: 01.27.2021



LEGEND

- PROPERTY LINE
- EASEMENT LINE
- 84 EXISTING CONTOUR LINE
- 84 PROPOSED CONTOUR LINE
- FIRE HYDRANT SEE CIVIL ENG. PLANS
- MATCHLINE

KEYED NOTES (X)

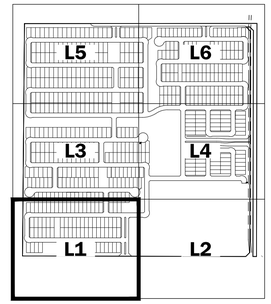
1. COMMUNITY RECREATION CENTER
2. TOT LOT
3. RAMADA
4. PICKLEBALL COURT
5. PRIMARY ENTRY MONUMENT SEE SHEET W2
6. SECONDARY ENTRY MONUMENT SEE SHEET W3
7. WALL ENTRY MONUMENT SEE SHEET W3

WALL LEGEND

KEY	SYMBOL	DESCRIPTION
A		PRIMARY THEME WALL INDICATES COLUMN LOCATION
B		SECONDARY THEME WALL INDICATES COLUMN LOCATION
C		SCREEN WALL
D		RAIL FENCE
E		POOL FENCE
F		VIEW WALL
G		VIEW FENCE

NOTE:

1. SEE SHEET MWP FOR ALL WALL LOCATIONS
2. SEE SHEET W1 FOR ALL WALL DETAILS



KEY MAP

PLAN N.T.S.

SCALE: 1" = 60'

0' 30' 60' 120'

LANDSCAPE LEGEND & SCHEDULE

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE
TREES		
	PISTACIA X 'RED PUSH' RED PUSH PISTACHE	24" BOX
	FAXINUS VELUTINA 'FAN TEX' FAN TEX ASH	24" BOX
	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	24" BOX
	CHILOPSIS LINEARIS X LUCRETIA HAMILTON' LUCRETIA HAMILTON DESERT WILLOW	24" BOX
SHRUBS		
	EREMOPHILA HYGROPHANA 'BLUE BELLS' BLUE BELLS EREMOPHILA	5 GAL.
	NERIUM OLEANDER 'PETITE PINK' PETITE PINK OLEANDER	5 GAL.
	EROMOPHILA MACULATA 'VALENTINE' VALENTINE BUSH	5 GAL.
	RUSELLIA EQUISITIFORMUS CORAL FOUNTAIN	5 GAL.
	TECOMA CAPENSIS CAPE HONEYSUCKLE	5 GAL.
	MYRTUS COMMUNIS 'COMPACTA' DWARF MYRTLE	5 GAL.
ACCENTS		
	DASYLIRION LONGISSIMUM SMOOTH SOTOL, MEXICAN GRASS TREE	5 GAL.
	HESPERALOE FUNIFERA GIANT HESPERALOE	5 GAL.
	HESPEREALOE PARVIFOLIA 'BRAKELIGHTS' BRAKE LIGHTS RED YUCCA	5 GAL.
	MUHLENBERGIA CAPILLARIS 'REGAL MIST' REGAL MIST DEER GRASS	5 GAL.
	BOUGAINVILLEA 'SAN DIEGO RED' SAN DIEGO RED BOUGAINVILLEA	5 GAL.
VINES		
	HARDENBERGIA VIOLACEA LILAC VINE	5 GAL.
GROUNDCOVER		
	LANTANA X 'NEW GOLD' NEW GOLD LANTANA	1 GAL.
	LANTANA MONTIVIDENSIS PURPLE TRAILING LANTANA	1 GAL.
	EROMOPHILA GLABRA 'MINGENEW GOLD' OUTBACK SUNRISE EMU	1 GAL.
TURF		
	TURF GRASS CYNODON DACTYLON 'MIDIRON' HYBRID BERMUDA GRASS	
TOP DRESSING		
	DECOMPOSED GRANITE SIZE: 1/2" SCREENED COLOR: APACHE BROWN (OR EQUAL) FROM LOCAL SOURCE 2" MIN DEPTH IN ALL LANDSCAPE AREAS	
	STABALIZED GRANITE SIZE: 1/4" MINUS COLOR: PALOMINO GOLD (OR EQUAL) FROM LOCAL SOURCE PROVIDE SOIL LOC TO STABILIZE	
	ANGULAR RIP RAP SIZE: 3" - 6" COLOR: PALOMINO GOLD (OR EQUAL) FROM LOCAL SOURCE	

communities southwest

THOMAS+CROWLEY
LANDSCAPE ARCHITECTURE + PLANNING + SITE DESIGN + CONSTRUCTION MANAGMENT

SEAL

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 55248 CRAIG M. CROWLEY ARIZONA, U.S.A.

EXPIRES 12/31/22

PROJECT

AVION
AT BALLPARK VILLAGE
GOODYEAR, ARIZONA

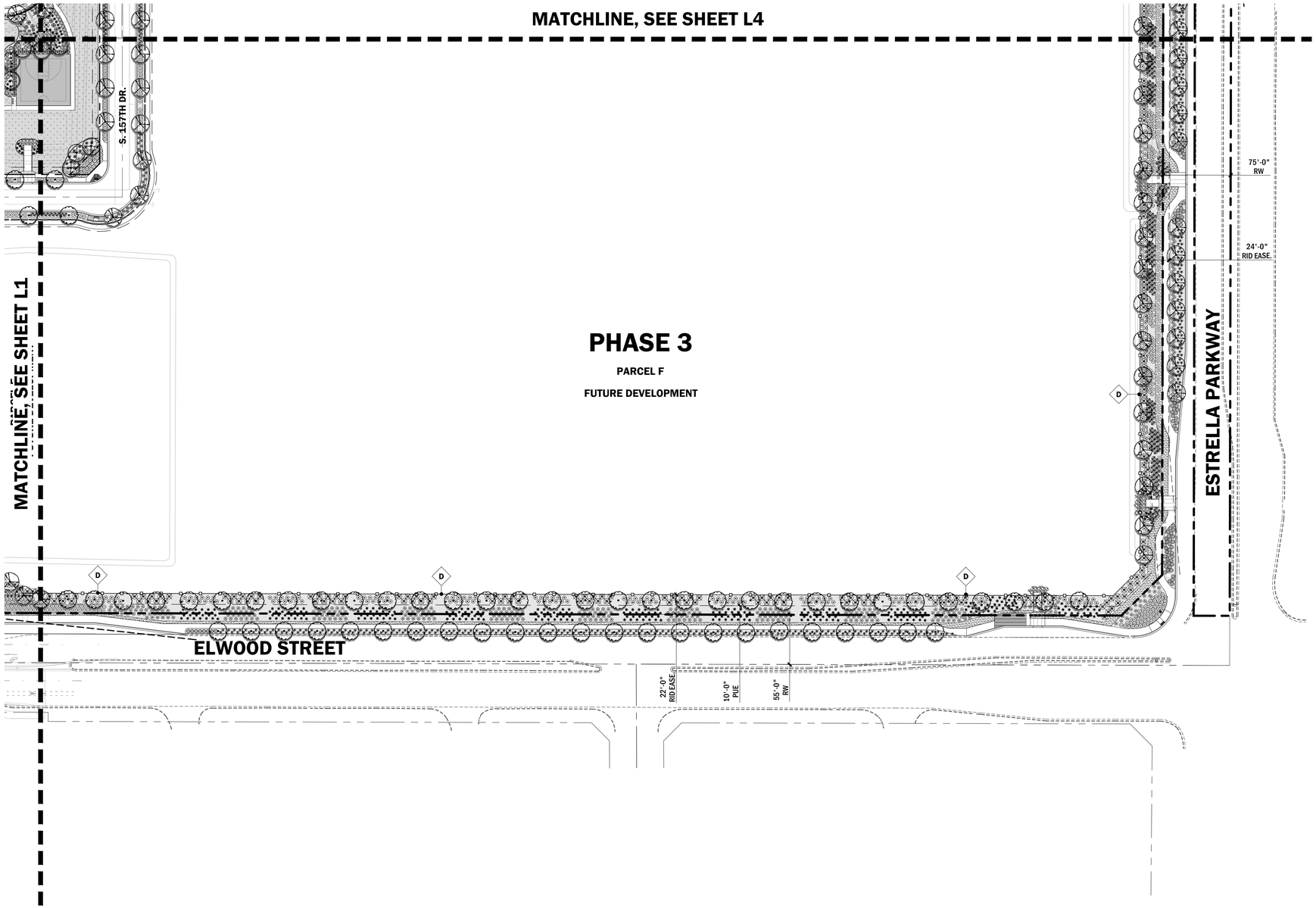
EXHIBIT

PRELIMINARY LANDSCAPE PLAN

EXHIBIT #

L1

DATE: 01.27.2021



LEGEND

- PROPERTY LINE
- EASEMENT LINE
- 84 EXISTING CONTOUR LINE
- 84 PROPOSED CONTOUR LINE
- FIRE HYDRANT SEE CIVIL ENG. PLANS
- MATCHLINE

KEYED NOTES (X)

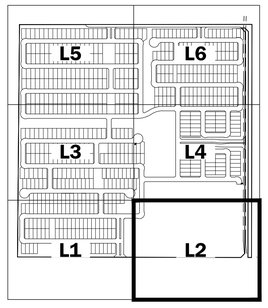
1. COMMUNITY RECREATION CENTER
2. TOT LOT
3. RAMADA
4. PICKLEBALL COURT
5. PRIMARY ENTRY MONUMENT SEE SHEET W2
6. SECONDARY ENTRY MONUMENT SEE SHEET W3
7. WALL ENTRY MONUMENT SEE SHEET W3

WALL LEGEND

KEY	SYMBOL	DESCRIPTION
A		PRIMARY THEME WALL INDICATES COLUMN LOCATION
B		SECONDARY THEME WALL INDICATES COLUMN LOCATION
C		SCREEN WALL
D		RAIL FENCE
E		POOL FENCE
F		VIEW WALL
G		VIEW FENCE

NOTE:

1. SEE SHEET MWP FOR ALL WALL LOCATIONS
2. SEE SHEET W1 FOR ALL WALL DETAILS



KEY MAP

PLAN N.T.S.

SCALE: 1" = 60'

0' 30' 60' 120'

LANDSCAPE LEGEND & SCHEDULE

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE
TREES		
	PISTACIA X 'RED PUSH' RED PUSH PISTACHE	24" BOX
	FAXINUS VELUTINA 'FAN TEX' FAN TEX ASH	24" BOX
	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	24" BOX
	CHILOPSIS LINEARIS X LUCRETIA HAMILTON' LUCRETIA HAMILTON DESERT WILLOW	24" BOX
SHRUBS		
	EREMOPHILA HYGROPHANA 'BLUE BELLS' BLUE BELLS EREMOPHILA	5 GAL.
	NERIUM OLEANDER 'PETITE PINK' PETITE PINK OLEANDER	5 GAL.
	EROMOPHILA MACULATA 'VALENTINE' VALENTINE BUSH	5 GAL.
	RUSELLIA EQUISITIFORMUS CORAL FOUNTAIN	5 GAL.
	TECOMA CAPENSIS CAPE HONEYSUCKLE	5 GAL.
	MYRTUS COMMUNIS 'COMPACTA' DWARF MYRTLE	5 GAL.
ACCENTS		
	DASYLIRION LONGISSIMUM SMOOTH SOTOL, MEXICAN GRASS TREE	5 GAL.
	HESPERALOE FUNIFERA GIANT HESPERALOE	5 GAL.
	HESPEREALOE PARVIFOLIA 'BRAKELIGHTS' BRAKE LIGHTS RED YUCCA	5 GAL.
	MUHLENBERGIA CAPILLARIS 'REGAL MIST' REGAL MIST DEER GRASS	5 GAL.
	BOUGAINVILLEA 'SAN DIEGO RED' SAN DIEGO RED BOUGAINVILLEA	5 GAL.
VINES		
	HARDENBERGIA VIOLACEA LILAC VINE	5 GAL.
GROUNDCOVER		
	LANTANA X 'NEW GOLD' NEW GOLD LANTANA	1 GAL.
	LANTANA MONTIVIDENSIS PURPLE TRAILING LANTANA	1 GAL.
	EROMOPHILA GLABRA 'MINGENEW GOLD' OUTBACK SUNRISE EMU	1 GAL.
TURF		
	TURF GRASS CYNODON DACTYLON 'MIDIRON' HYBRID BERMUDA GRASS	
TOP DRESSING		
	DECOMPOSED GRANITE SIZE: 1/2" SCREENED COLOR: APACHE BROWN (OR EQUAL) FROM LOCAL SOURCE 2" MIN DEPTH IN ALL LANDSCAPE AREAS	
	STABALIZED GRANITE SIZE: 1/4" MINUS COLOR: PALOMINO GOLD (OR EQUAL) FROM LOCAL SOURCE PROVIDE SOIL LOC TO STABILIZE	
	ANGULAR RIP RAP SIZE: 3" - 6" COLOR: PALOMINO GOLD (OR EQUAL) FROM LOCAL SOURCE	

communities southwest

THOMAS+CROWLEY
LANDSCAPE ARCHITECTURE + PLANNING + SITE DESIGN + CONSTRUCTION MANAGMENT

SEAL

REGISTERED LANDSCAPE ARCHITECT — CERTIFICATE NO. — 55248 — CRAIG M. CROWLEY — ARIZONA U.S.A.

EXPIRES 12/31/22

PROJECT

AVION

AT BALLPARK VILLAGE

GOODYEAR, ARIZONA

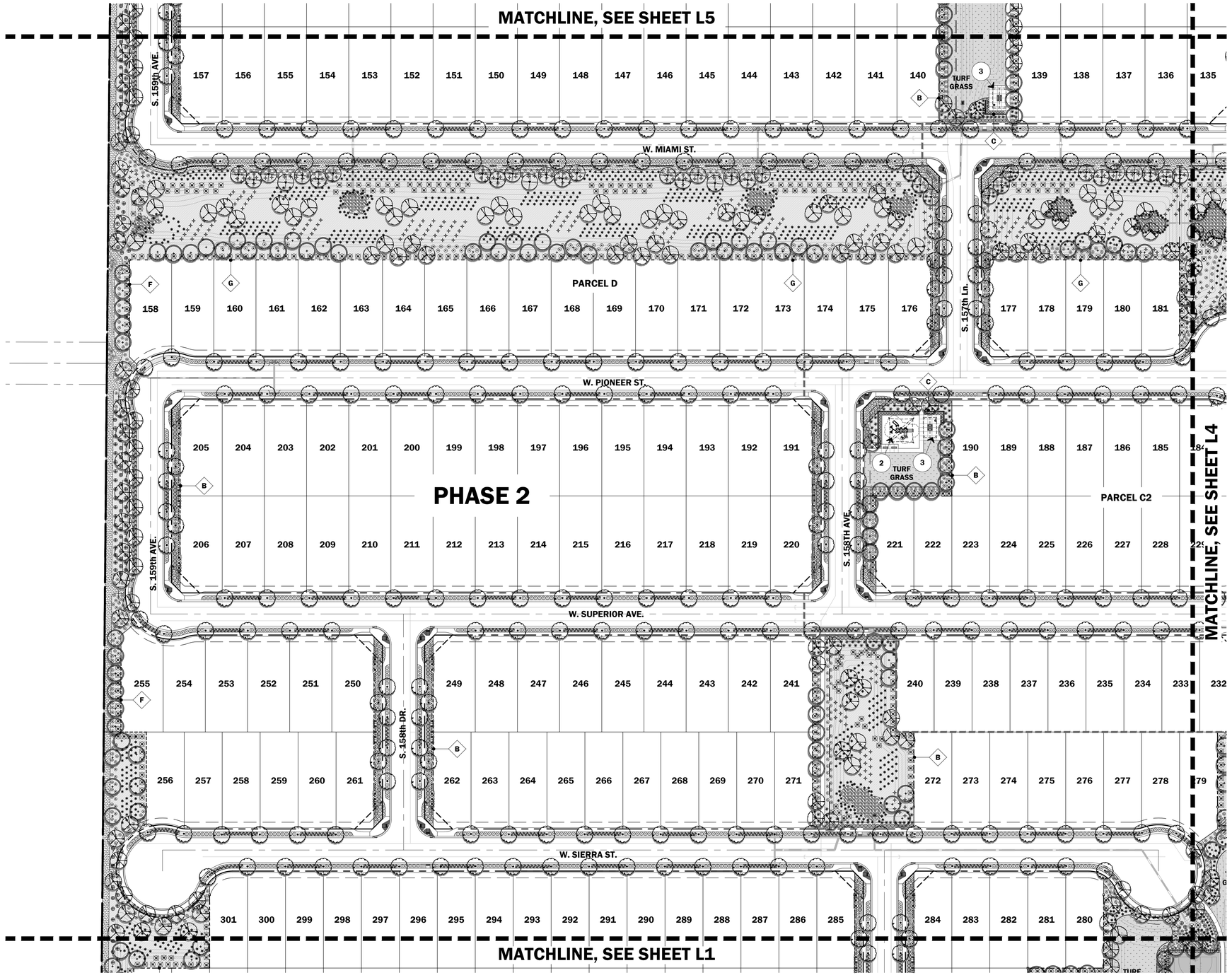
EXHIBIT

PRELIMINARY LANDSCAPE PLAN

EXHIBIT #

L2

DATE: 01.27.2021



LEGEND

- PROPERTY LINE
- EASEMENT LINE
- 84 EXISTING CONTOUR LINE
- 84 PROPOSED CONTOUR LINE
- FIRE HYDRANT SEE CIVIL ENG. PLANS
- MATCHLINE

KEYED NOTES (X)

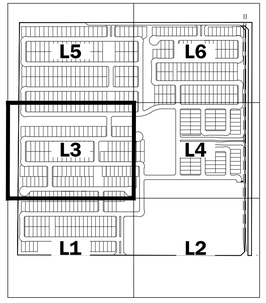
1. COMMUNITY RECREATION CENTER
2. TOT LOT
3. RAMADA
4. PICKLEBALL COURT
5. PRIMARY ENTRY MONUMENT SEE SHEET W2
6. SECONDARY ENTRY MONUMENT SEE SHEET W3
7. WALL ENTRY MONUMENT SEE SHEET W3

WALL LEGEND

KEY	SYMBOL	DESCRIPTION
A		PRIMARY THEME WALL INDICATES COLUMN LOCATION
B		SECONDARY THEME WALL INDICATES COLUMN LOCATION
C		SCREEN WALL
D		RAIL FENCE
E		POOL FENCE
F		VIEW WALL
G		VIEW FENCE

NOTE:

1. SEE SHEET MWP FOR ALL WALL LOCATIONS
2. SEE SHEET W1 FOR ALL WALL DETAILS



KEY MAP

PLAN N.T.S.

SCALE: 1" = 60'
0' 30' 60' 120'

LANDSCAPE LEGEND & SCHEDULE

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE
TREES		
	PISTACIA X 'RED PUSH' RED PUSH PISTACHE	24" BOX
	FAXINUS VELUTINA 'FAN TEX' FAN TEX ASH	24" BOX
	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	24" BOX
	CHILOPSIS LINEARIS X LUCRETIA HAMILTON' LUCRETIA HAMILTON DESERT WILLOW	24" BOX
SHRUBS		
	EREMOPHILA HYGROPHANA 'BLUE BELLS' BLUE BELLS EREMOPHILA	5 GAL.
	NERIUM OLEANDER 'PETITE PINK' PETITE PINK OLEANDER	5 GAL.
	EROMOPHILA MACULATA 'VALENTINE' VALENTINE BUSH	5 GAL.
	RUSELLIA EQUISITIFORMUS CORAL FOUNTAIN	5 GAL.
	TECOMA CAPENSIS CAPE HONEYSUCKLE	5 GAL.
	MYRTUS COMMUNIS 'COMPACTA' DWARF MYRTLE	5 GAL.
ACCENTS		
	DASYLIRION LONGISSIMUM SMOOTH SOTOL, MEXICAN GRASS TREE	5 GAL.
	HESPERALOE FUNIFERA GIANT HESPERALOE	5 GAL.
	HESPEREALOE PARVIFOLIA 'BRAKELIGHTS' BRAKE LIGHTS RED YUCCA	5 GAL.
	MUHLENBERGIA CAPILLARIS 'REGAL MIST' REGAL MIST DEER GRASS	5 GAL.
	BOUGAINVILLEA 'SAN DIEGO RED' SAN DIEGO RED BOUGAINVILLEA	5 GAL.
VINES		
	HARDENBERGIA VIOLACEA LILAC VINE	5 GAL.
GROUNDCOVER		
	LANTANA X 'NEW GOLD' NEW GOLD LANTANA	1 GAL.
	LANTANA MONTIVIDENSIS PURPLE TRAILING LANTANA	1 GAL.
	EROMOPHILA GLABRA 'MINGENEW GOLD' OUTBACK SUNRISE EMU	1 GAL.
TURF		
	TURF GRASS CYNODON DACTYLON 'MIDIRON' HYBRID BERMUDA GRASS	
TOP DRESSING		
	DECOMPOSED GRANITE SIZE: 1/2" SCREENED COLOR: APACHE BROWN (OR EQUAL) FROM LOCAL SOURCE 2" MIN DEPTH IN ALL LANDSCAPE AREAS	
	STABALIZED GRANITE SIZE: 1/4" MINUS COLOR: PALOMINO GOLD (OR EQUAL) FROM LOCAL SOURCE PROVIDE SOIL LOC TO STABILIZE	
	ANGULAR RIP RAP SIZE: 3" - 6" COLOR: PALOMINO GOLD (OR EQUAL) FROM LOCAL SOURCE	

communities southwest

THOMAS+CROWLEY
LANDSCAPE ARCHITECTURE + PLANNING + SITE DESIGN + CONSTRUCTION MANAGMENT

SEAL

REGISTERED LANDSCAPE ARCHITECT · CERTIFICATE NO. · 55248 · CRAIG M. CROWLEY · ARIZONA · U.S.A.

EXPIRES 12/31/22

PROJECT

AVION
AT BALLPARK VILLAGE
GOODYEAR, ARIZONA

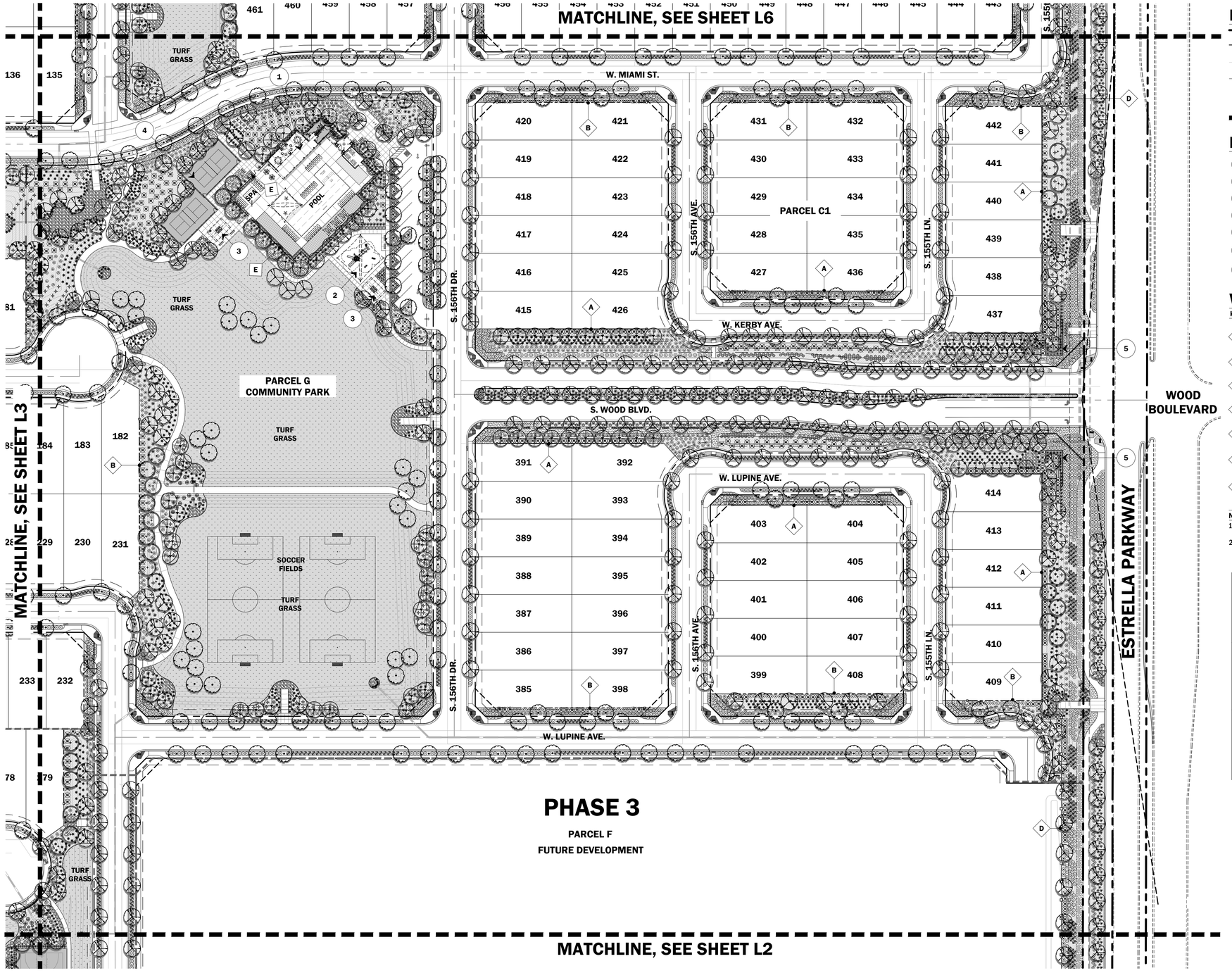
EXHIBIT

PRELIMINARY LANDSCAPE PLAN

EXHIBIT #

L3

DATE: 01.27.2021



LEGEND

- PROPERTY LINE
- EASEMENT LINE
- 84 EXISTING CONTOUR LINE
- 84 PROPOSED CONTOUR LINE
- FIRE HYDRANT SEE CIVIL ENG. PLANS
- MATCHLINE

KEYED NOTES (X)

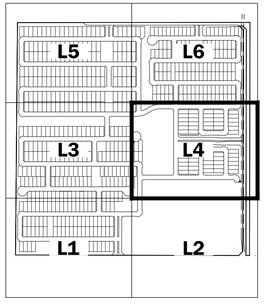
1. COMMUNITY RECREATION CENTER
2. TOT LOT
3. RAMADA
4. PICKLEBALL COURT
5. PRIMARY ENTRY MONUMENT SEE SHEET W2
6. SECONDARY ENTRY MONUMENT SEE SHEET W3
7. WALL ENTRY MONUMENT SEE SHEET W3

WALL LEGEND

KEY	SYMBOL	DESCRIPTION
A		PRIMARY THEME WALL INDICATES COLUMN LOCATION
B		SECONDARY THEME WALL INDICATES COLUMN LOCATION
C		SCREEN WALL
D		RAIL FENCE
E		POOL FENCE
F		VIEW WALL
G		VIEW FENCE

NOTE:

1. SEE SHEET MWP FOR ALL WALL LOCATIONS
2. SEE SHEET W1 FOR ALL WALL DETAILS



KEY MAP

PLAN N.T.S.

SCALE: 1" = 60'
0' 30' 60' 120'

LANDSCAPE LEGEND & SCHEDULE

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE
TREES		
	PISTACIA X 'RED PUSH' RED PUSH PISTACHE	24" BOX
	FAXINUS VELUTINA 'FAN TEX' FAN TEX ASH	24" BOX
	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	24" BOX
	CHILOPSIS LINEARIS X LUCRETIA HAMILTON' LUCRETIA HAMILTON DESERT WILLOW	24" BOX
SHRUBS		
	EREMOPHILA HYGROPHANA 'BLUE BELLS' BLUE BELLS EREMOPHILA	5 GAL.
	NERIUM OLEANDER 'PETITE PINK' PETITE PINK OLEANDER	5 GAL.
	EROMOPHILA MACULATA 'VALENTINE' VALENTINE BUSH	5 GAL.
	RUSELLIA EQUISITIFORMUS CORAL FOUNTAIN	5 GAL.
	TECOMA CAPENSIS CAPE HONEYSUCKLE	5 GAL.
	MYRTUS COMMUNIS 'COMPACTA' DWARF MYRTLE	5 GAL.
ACCENTS		
	DASYLIRION LONGISSIMUM SMOOTH SOTOL, MEXICAN GRASS TREE	5 GAL.
	HESPERALOE FUNIFERA GIANT HESPERALOE	5 GAL.
	HESPEREALOE PARVIFOLIA 'BRAKELIGHTS' BRAKE LIGHTS RED YUCCA	5 GAL.
	MUHLENBERGIA CAPILLARIS 'REGAL MIST' REGAL MIST DEER GRASS	5 GAL.
	BOUGAINVILLEA 'SAN DIEGO RED' SAN DIEGO RED BOUGAINVILLEA	5 GAL.
VINES		
	HARDENBERGIA VIOLACEA LILAC VINE	5 GAL.
GROUNDCOVER		
	LANTANA X 'NEW GOLD' NEW GOLD LANTANA	1 GAL.
	LANTANA MONTIVIDENSIS PURPLE TRAILING LANTANA	1 GAL.
	EROMOPHILA GLABRA 'MINGENEW GOLD' OUTBACK SUNRISE EMU	1 GAL.

TURF

TURF GRASS
CYNODON DACTYLON 'MIDIRON'
HYBRID BERMUDA GRASS

TOP DRESSING

DECOMPOSED GRANITE
SIZE: 1/2" SCREENED
COLOR: APACHE BROWN (OR EQUAL)
FROM LOCAL SOURCE
2" MIN DEPTH IN ALL LANDSCAPE AREAS

STABALIZED GRANITE
SIZE: 1/4" MINUS
COLOR: PALOMINO GOLD (OR EQUAL)
FROM LOCAL SOURCE
PROVIDE SOIL LOC TO STABILIZE

ANGULAR RIP RAP
SIZE: 3" - 6"
COLOR: PALOMINO GOLD (OR EQUAL)
FROM LOCAL SOURCE

communities southwest

THOMAS+CROWLEY
LANDSCAPE ARCHITECTURE + PLANNING + SITE DESIGN + CONSTRUCTION MANAGMENT

SEAL
REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 55248 CRAIG M. CROWLEY ARIZONA, U.S.A.
EXPIRES 12/31/22

PROJECT

AVION
AT BALLPARK VILLAGE
GOODYEAR, ARIZONA

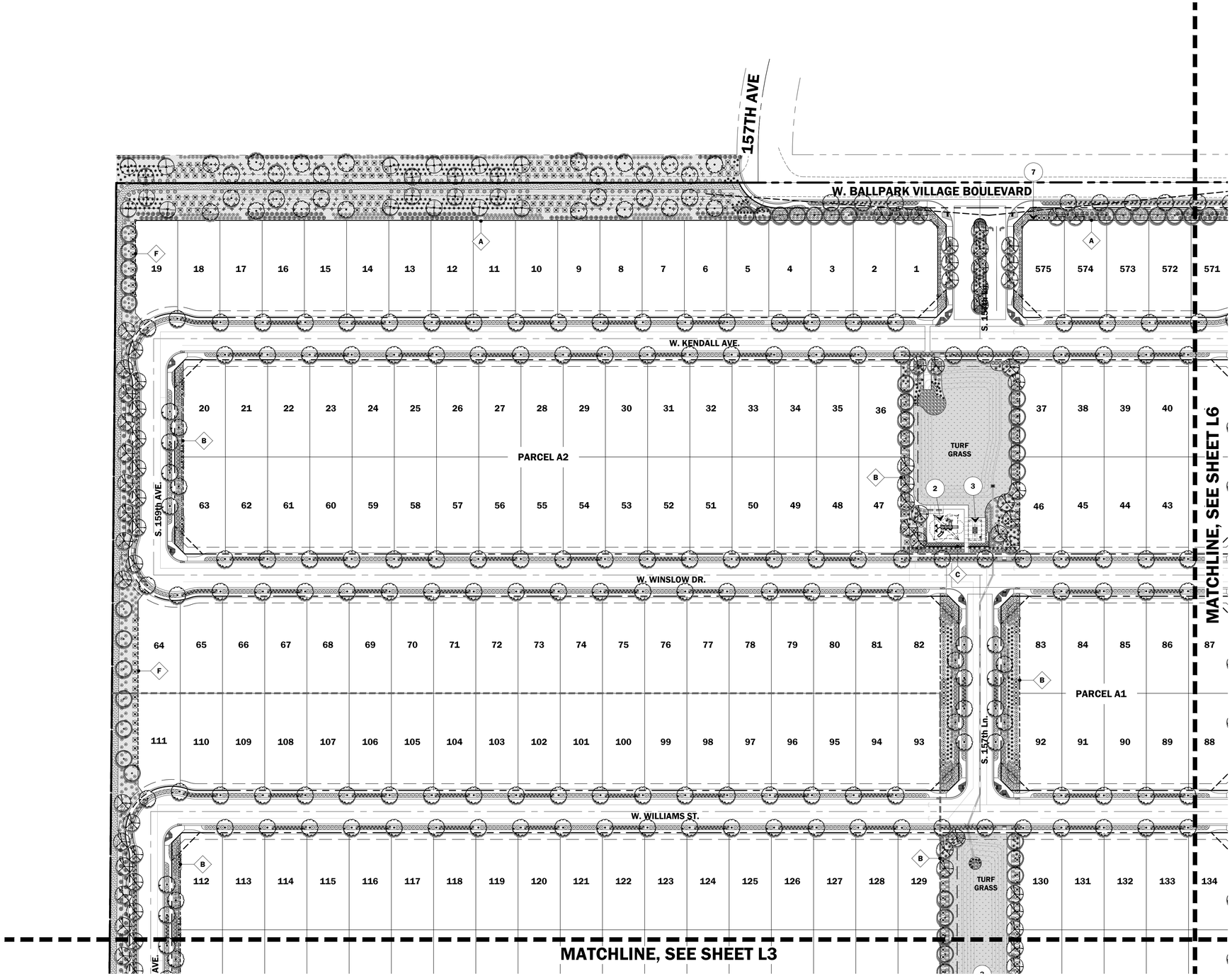
EXHIBIT

PRELIMINARY LANDSCAPE PLAN

EXHIBIT #

L4

DATE: 01.27.2021



LEGEND

- PROPERTY LINE
- EASEMENT LINE
- 84 EXISTING CONTOUR LINE
- 84 PROPOSED CONTOUR LINE
- FIRE HYDRANT SEE CIVIL ENG. PLANS
- MATCHLINE

KEYED NOTES (X)

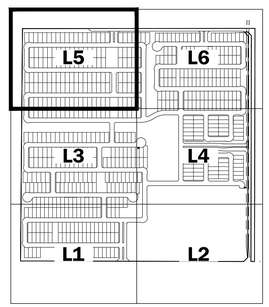
1. COMMUNITY RECREATION CENTER
2. TOT LOT
3. RAMADA
4. PICKLEBALL COURT
5. PRIMARY ENTRY MONUMENT SEE SHEET W2
6. SECONDARY ENTRY MONUMENT SEE SHEET W3
7. WALL ENTRY MONUMENT SEE SHEET W3

WALL LEGEND

KEY	SYMBOL	DESCRIPTION
A		PRIMARY THEME WALL INDICATES COLUMN LOCATION
B		SECONDARY THEME WALL INDICATES COLUMN LOCATION
C		SCREEN WALL
D		RAIL FENCE
E		POOL FENCE
F		VIEW WALL
G		VIEW FENCE

NOTE:

1. SEE SHEET MWP FOR ALL WALL LOCATIONS
2. SEE SHEET W1 FOR ALL WALL DETAILS



KEY MAP

PLAN N.T.S.

SCALE: 1" = 60'

0' 30' 60' 120'

LANDSCAPE LEGEND & SCHEDULE

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE
TREES		
	PISTACIA X 'RED PUSH' RED PUSH PISTACHE	24" BOX
	FAXINUS VELUTINA 'FAN TEX' FAN TEX ASH	24" BOX
	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	24" BOX
	CHILOPSIS LINEARIS X LUCRETIA HAMILTON' LUCRETIA HAMILTON DESERT WILLOW	24" BOX
SHRUBS		
	EREMOPHILA HYGROPHANA 'BLUE BELLS' BLUE BELLS EREMOPHILA	5 GAL.
	NERIUM OLEANDER 'PETITE PINK' PETITE PINK OLEANDER	5 GAL.
	EROMOPHILA MACULATA 'VALENTINE' VALENTINE BUSH	5 GAL.
	RUSELLIA EQUISITIFORMUS CORAL FOUNTAIN	5 GAL.
	TECOMA CAPENSIS CAPE HONEYSUCKLE	5 GAL.
	MYRTUS COMMUNIS 'COMPACTA' DWARF MYRTLE	5 GAL.
ACCENTS		
	DASYLIRION LONGISSIMUM SMOOTH SOTOL, MEXICAN GRASS TREE	5 GAL.
	HESPERALOE FUNIFERA GIANT HESPERALOE	5 GAL.
	HESPEREALOE PARVIFOLIA 'BRAKELIGHTS' BRAKE LIGHTS RED YUCCA	5 GAL.
	MUHLENBERGIA CAPILLARIS 'REGAL MIST' REGAL MIST DEER GRASS	5 GAL.
	BOUGAINVILLEA 'SAN DIEGO RED' SAN DIEGO RED BOUGAINVILLEA	5 GAL.
VINES		
	HARDENBERGIA VIOLACEA LILAC VINE	5 GAL.
GROUNDCOVER		
	LANTANA X 'NEW GOLD' NEW GOLD LANTANA	1 GAL.
	LANTANA MONTIVIDENSIS PURPLE TRAILING LANTANA	1 GAL.
	EROMOPHILA GLABRA 'MINGENEW GOLD' OUTBACK SUNRISE EMU	1 GAL.

TURF

TURF GRASS
CYNODON DACTYLON 'MIDIRON'
HYBRID BERMUDA GRASS

TOP DRESSING

DECOMPOSED GRANITE
SIZE: 1/2" SCREENED
COLOR: APACHE BROWN (OR EQUAL)
FROM LOCAL SOURCE
2" MIN DEPTH IN ALL LANDSCAPE AREAS

STABALIZED GRANITE
SIZE: 1/4" MINUS
COLOR: PALOMINO GOLD (OR EQUAL)
FROM LOCAL SOURCE
PROVIDE SOIL LOC TO STABILIZE

ANGULAR RIP RAP
SIZE: 3" - 6"
COLOR: PALOMINO GOLD (OR EQUAL)
FROM LOCAL SOURCE

communities southwest

THOMAS+CROWLEY
LANDSCAPE ARCHITECTURE + PLANNING + SITE DESIGN + CONSTRUCTION MANAGMENT

SEAL

REGISTERED LANDSCAPE ARCHITECT
55248
CRAIG M. CROWLEY
ARIZONA, U.S.A.

EXPIRES 12/31/22

PROJECT

AVION
AT BALLPARK VILLAGE
GOODYEAR, ARIZONA

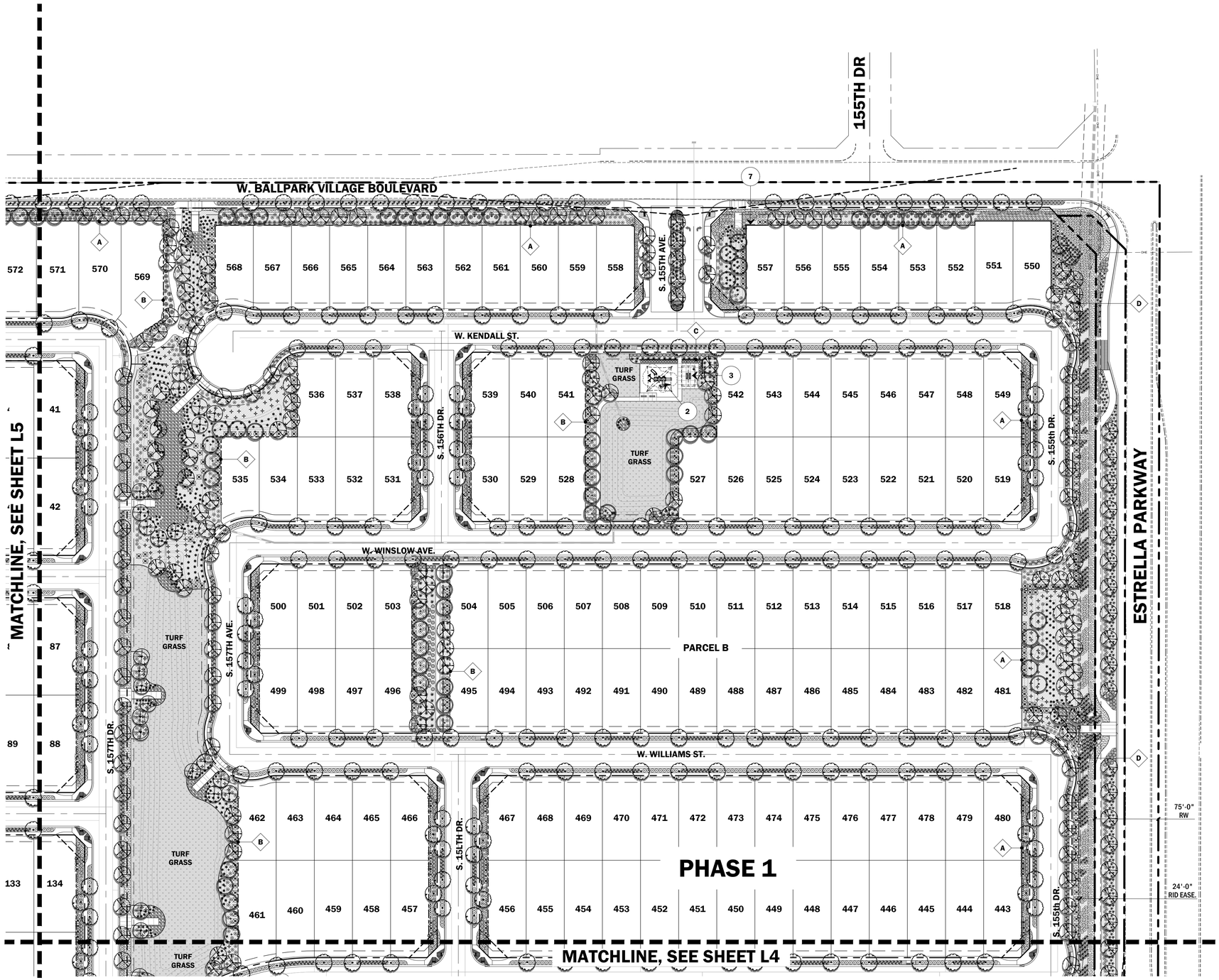
EXHIBIT

PRELIMINARY LANDSCAPE PLAN

EXHIBIT #

L5

DATE: 01.27.2021



LEGEND

- PROPERTY LINE
- EASEMENT LINE
- 84 EXISTING CONTOUR LINE
- 84 PROPOSED CONTOUR LINE
- FIRE HYDRANT SEE CIVIL ENG. PLANS
- MATCHLINE

KEYED NOTES (X)

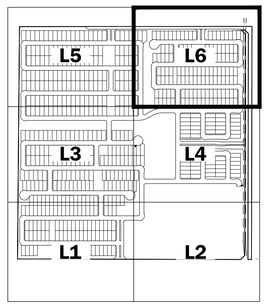
1. COMMUNITY RECREATION CENTER
2. TOT LOT
3. RAMADA
4. PICKLEBALL COURT
5. PRIMARY ENTRY MONUMENT SEE SHEET W2
6. SECONDARY ENTRY MONUMENT SEE SHEET W3
7. WALL ENTRY MONUMENT SEE SHEET W3

WALL LEGEND

KEY	SYMBOL	DESCRIPTION
A		PRIMARY THEME WALL INDICATES COLUMN LOCATION
B		SECONDARY THEME WALL INDICATES COLUMN LOCATION
C		SCREEN WALL
D		RAIL FENCE
E		POOL FENCE
F		VIEW WALL
G		VIEW FENCE

NOTE:

1. SEE SHEET MWP FOR ALL WALL LOCATIONS
2. SEE SHEET W1 FOR ALL WALL DETAILS



KEY MAP

PLAN N.T.S.

LANDSCAPE LEGEND & SCHEDULE

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE
TREES		
	PISTACIA X 'RED PUSH' RED PUSH PISTACHE	24" BOX
	FAXINUS VELUTINA 'FAN TEX' FAN TEX ASH	24" BOX
	QUERCUS VIRGINIANA SOUTHERN LIVE OAK	24" BOX
	CHILOPSIS LINEARIS X LUCRETIA HAMILTON' LUCRETIA HAMILTON DESERT WILLOW	24" BOX
SHRUBS		
	EREMOPHILA HYGROPHANA 'BLUE BELLS' BLUE BELLS EREMOPHILA	5 GAL.
	NERIUM OLEANDER 'PETITE PINK' PETITE PINK OLEANDER	5 GAL.
	EROMOPHILA MACULATA 'VALENTINE' VALENTINE BUSH	5 GAL.
	RUSELLIA EQUISITIFORMUS CORAL FOUNTAIN	5 GAL.
	TECOMA CAPENSIS CAPE HONEYSUCKLE	5 GAL.
	MYRTUS COMMUNIS 'COMPACTA' DWARF MYRTLE	5 GAL.
ACCENTS		
	DASYLIRION LONGISSIMUM SMOOTH SOTOL, MEXICAN GRASS TREE	5 GAL.
	HESPERALOE FUNIFERA GIANT HESPERALOE	5 GAL.
	HESPEREALOE PARVIFOLIA 'BRAKELIGHTS' BRAKE LIGHTS RED YUCCA	5 GAL.
	MUHLENBERGIA CAPILLARIS 'REGAL MIST' REGAL MIST DEER GRASS	5 GAL.
	BOUGAINVILLEA 'SAN DIEGO RED' SAN DIEGO RED BOUGAINVILLEA	5 GAL.
VINES		
	HARDENBERGIA VIOLACEA LILAC VINE	5 GAL.
GROUNDCOVER		
	LANTANA X 'NEW GOLD' NEW GOLD LANTANA	1 GAL.
	LANTANA MONTIVIDENSIS PURPLE TRAILING LANTANA	1 GAL.
	EROMOPHILA GLABRA 'MINGENEW GOLD' OUTBACK SUNRISE EMU	1 GAL.
TURF		
	TURF GRASS CYNODON DACTYLON 'MIDIRON' HYBRID BERMUDA GRASS	
TOP DRESSING		
	DECOMPOSED GRANITE SIZE: 1/2" SCREENED COLOR: APACHE BROWN (OR EQUAL) FROM LOCAL SOURCE 2" MIN DEPTH IN ALL LANDSCAPE AREAS	
	STABALIZED GRANITE SIZE: 1/4" MINUS COLOR: PALOMINO GOLD (OR EQUAL) FROM LOCAL SOURCE PROVIDE SOIL LOC TO STABILIZE	
	ANGULAR RIP RAP SIZE: 3" - 6" COLOR: PALOMINO GOLD (OR EQUAL) FROM LOCAL SOURCE	

SCALE: 1" = 60'

0' 30' 60' 120'

communities southwest

THOMAS+CROWLEY
LANDSCAPE ARCHITECTURE + PLANNING + SITE DESIGN + CONSTRUCTION MANAGMENT

SEAL

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
55248
CRAIG M. CROWLEY
ARIZONA, U.S.A.

EXPIRES 12/31/22

PROJECT

AVION
AT BALLPARK VILLAGE
GOODYEAR, ARIZONA

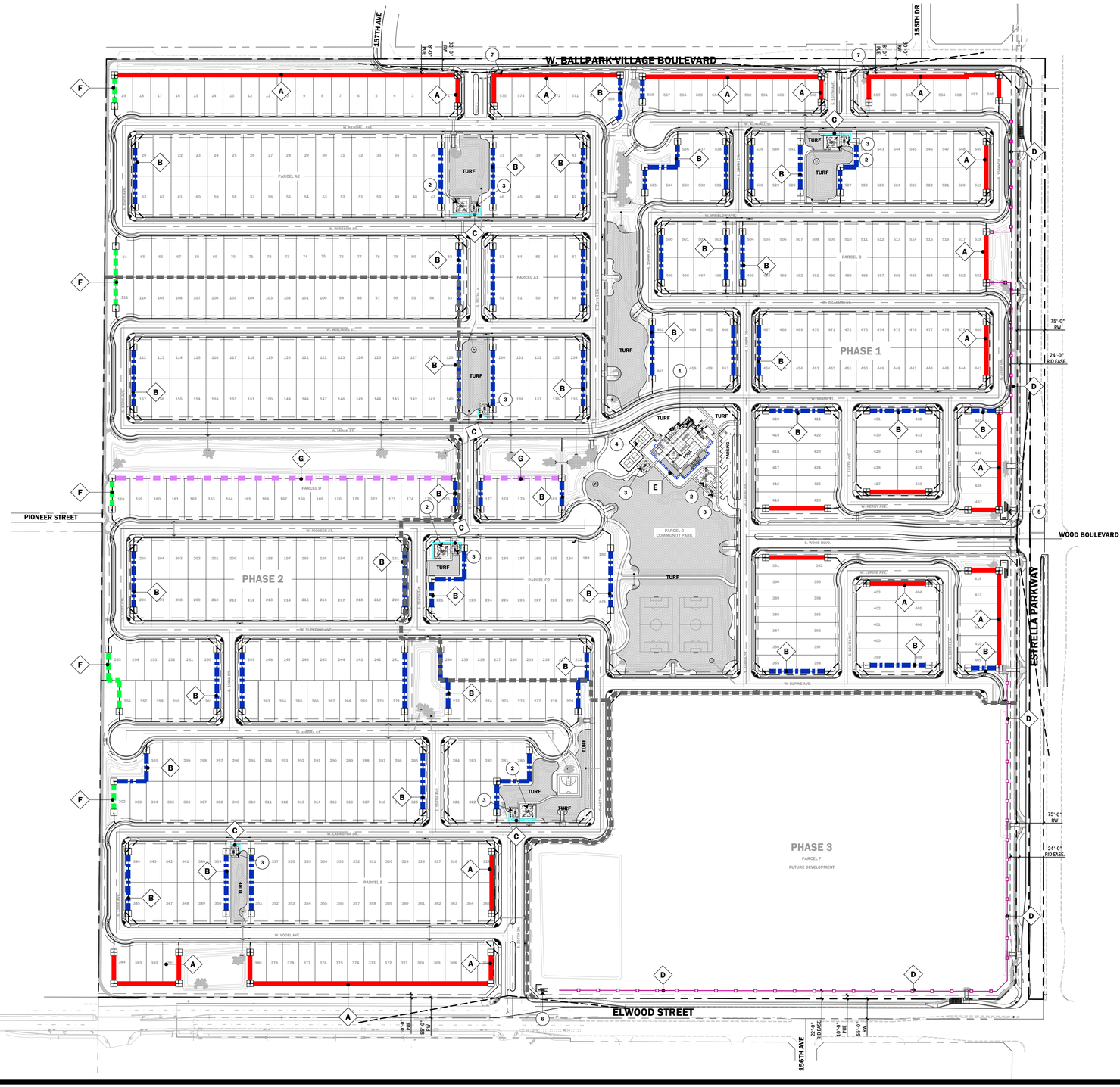
EXHIBIT

PRELIMINARY LANDSCAPE PLAN

EXHIBIT #

L6

DATE: 01.27.2021



WALL LEGEND

- A — PRIMARY THEME WALL — INDICATES COLUMN LOCATION
- B — SECONDARY THEME WALL — INDICATES COLUMN LOCATION
- C — SCREEN WALL
- D — RAIL FENCE
- E — POOL FENCE
- F — VIEW WALL
- G — VIEW FENCE

WALL NOTES

1. SEE EXHIBIT W1 FOR ALL WALL DETAILS
2. ALL LOT & PROPERTY LINES (WITHOUT A WALL SYMBOL) THAT REQUIRE A WALL SHALL BE CONSTRUCTED OF BUILDER WALL (OR EQUAL) PER CITY OF GOODYEAR STANDARDS.
3. WALLS FOLLOW REAR AND SIDE LOT PROPERTY LINES UNLESS OTHERWISE SHOWN (SEE ENGINEERING FINAL PLAT FOR DIMENSIONS).
4. A 6"x6" CONCRETE HEADER SHALL BE PLACED BETWEEN THE WALL COLUMN SETBACK & SIDEWALK WHERE PROPERTY LINE OCCURS.
5. ALL WALLS SHALL BE CONSTRUCTED OUTSIDE OF RIGHT OF WAYS, PUBLIC UTILITY EASEMENTS AND SIGHT VISIBILITY TRIANGLES PER CITY OF GOODYEAR STANDARDS

KEYED NOTES

1. COMMUNITY RECREATION CENTER
2. TOT LOT
3. RAMADA
4. PICKLEBALL COURT
5. PRIMARY ENTRY MONUMENT — SEE SHEET W2
6. SECONDARY ENTRY MONUMENT — SEE SHEET W3
7. WALL ENTRY MONUMENT — SEE SHEET W3

communities southwest

THOMAS+CROWLEY
LANDSCAPE ARCHITECTURE + PLANNING + SITE DESIGN + CONSTRUCTION MANAGMENT

SEAL

REGISTERED LANDSCAPE ARCHITECT — CERTIFICATE NO. 55248 — CRAIG M. CROWLEY — ARIZONA, U.S.A.

EXPIRES 12/31/22

PROJECT

AVION
AT BALLPARK VILLAGE
GOODYEAR, ARIZONA

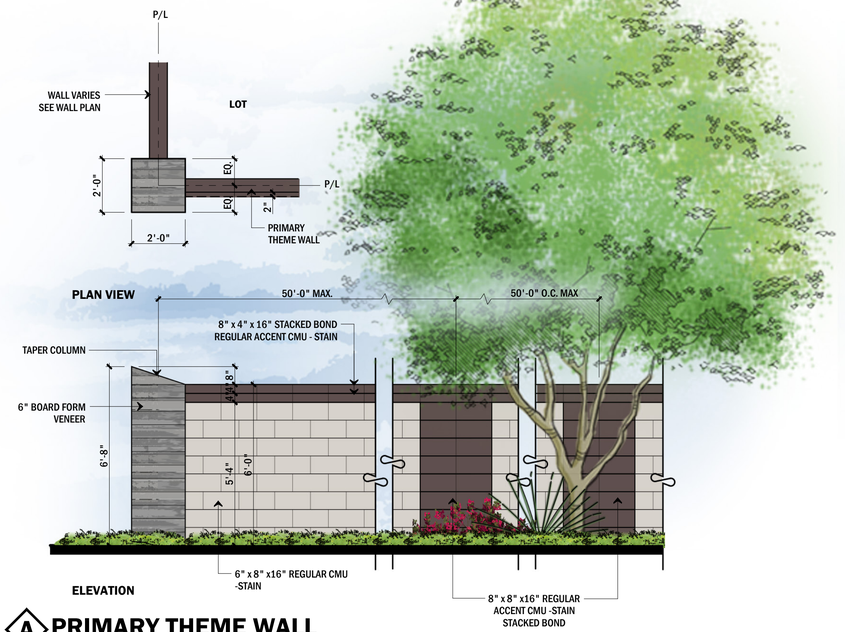
EXHIBIT

PRELIMINARY MASTER WALL PLAN

EXHIBIT #

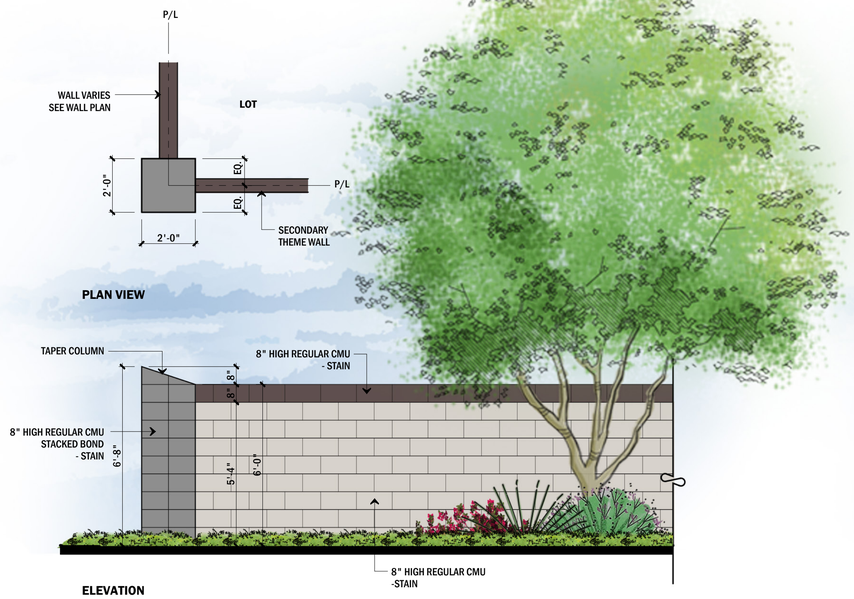
MWP

DATE: 01.27.2021



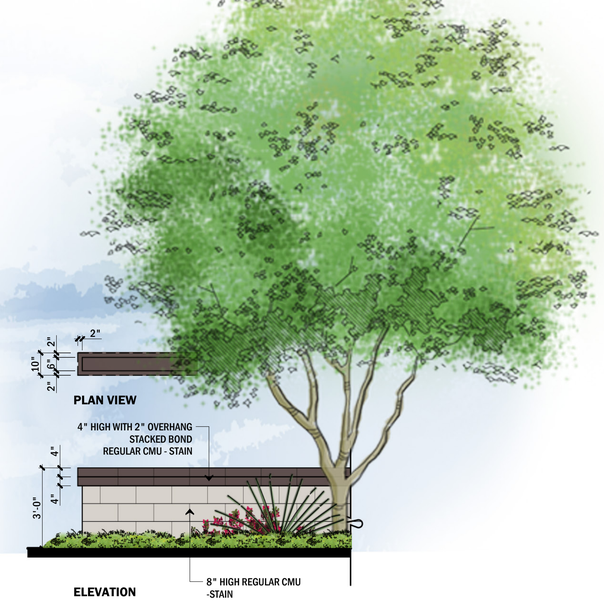
A PRIMARY THEME WALL

SCALE: 3/8" = 1'-0"



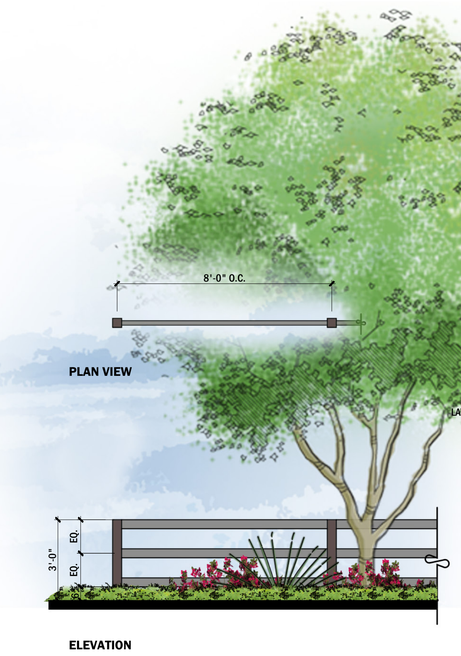
B SECONDARY THEME WALL

SCALE: 3/8" = 1'-0"



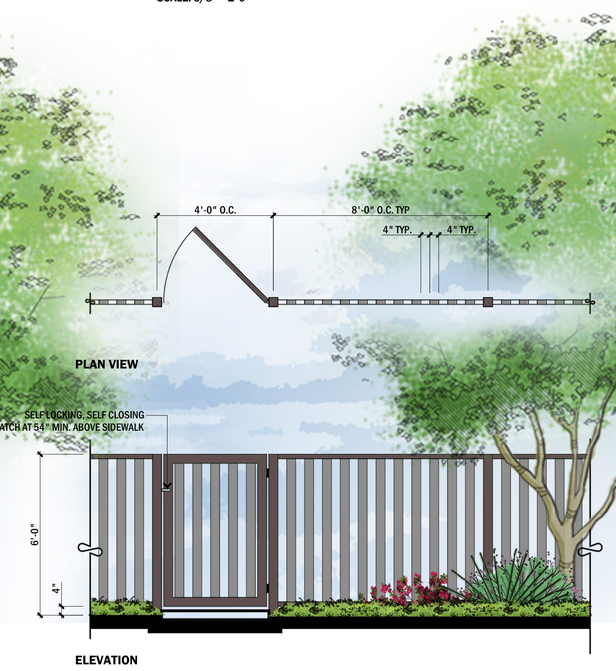
C SCREEN WALL

SCALE: 3/8" = 1'-0"



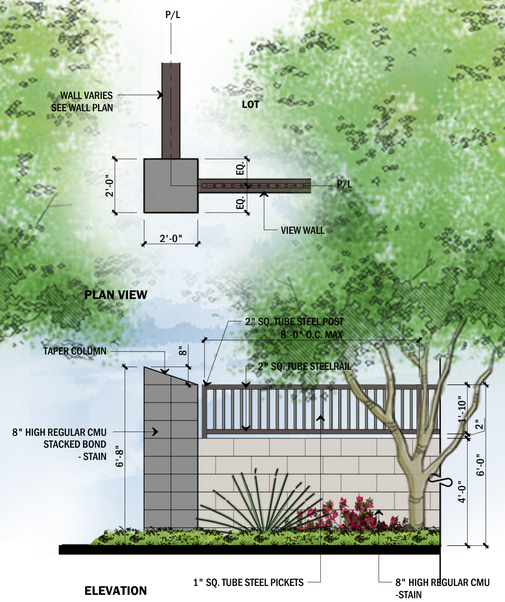
D RAIL FENCE

SCALE: 3/8" = 1'-0"



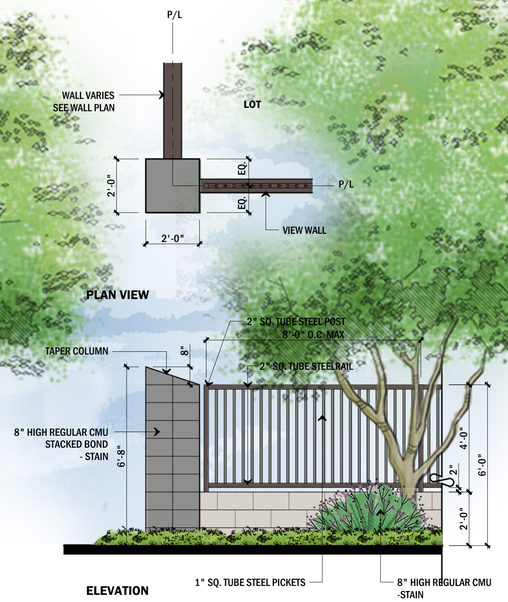
E POOL FENCE

SCALE: 3/8" = 1'-0"



F VIEW WALL

SCALE: 3/8" = 1'-0"



G VIEW FENCE

SCALE: 3/8" = 1'-0"

communities southwest

THOMAS+CROWLEY
LANDSCAPE ARCHITECTURE + PLANNING + SITE DESIGN + CONSTRUCTION MANAGMENT

SEAL

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 55248
55248
CRAIG M. CROWLEY
ARIZONA, U.S.A.

EXPIRES 12/31/22

PROJECT

AVION
AT BALLPARK VILLAGE
GOODYEAR, ARIZONA

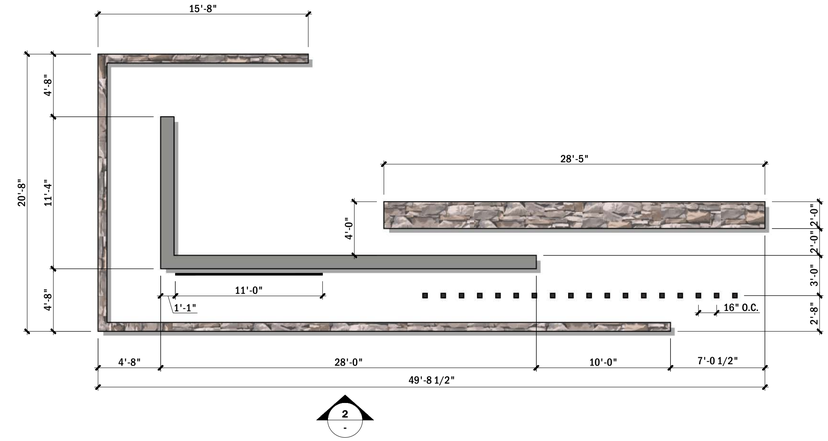
EXHIBIT

PRELIMINARY WALL DETAILS

EXHIBIT #

W1

DATE: 01.27.2021



1 PRIMARY ENTRY MONUMENT PLAN VIEW

3/16" = 1'-0"



2 PRIMARY ENTRY MONUMENT ELEVATION

SCALE: 3/8" = 1'-0"

communities southwest

THOMAS+CROWLEY
LANDSCAPE ARCHITECTURE + PLANNING + SITE DESIGN + CONSTRUCTION MANAGMENT

SEAL

REGISTERED LANDSCAPE ARCHITECT
55248
CRAIG M. CROWLEY
ARIZONA, U.S.A.

EXPIRES 12/31/22

PROJECT

AVION
AT BALLPARK VILLAGE
GOODYEAR, ARIZONA

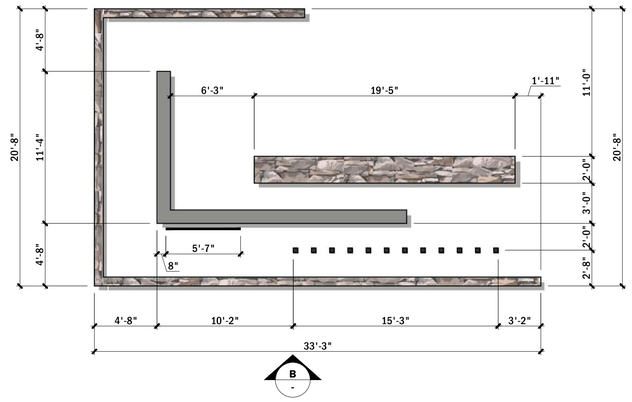
EXHIBIT

PRELIMINARY
PRIMARY
ENTRY MONUMENT

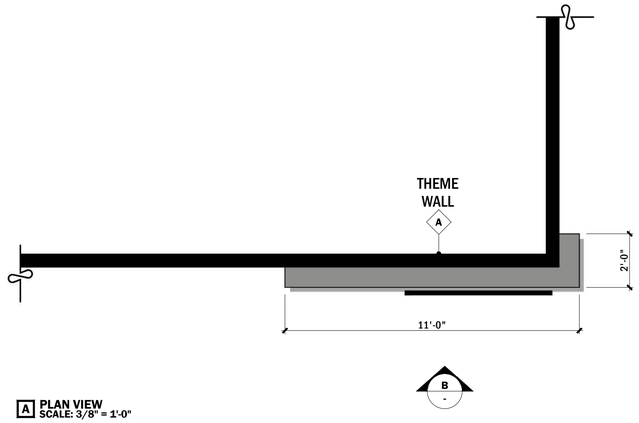
EXHIBIT #

W2

DATE: 01.27.2021



A ELEVATION
SCALE: 3/8" = 1'-0"



A PLAN VIEW
SCALE: 3/8" = 1'-0"



B ELEVATION
SCALE: 3/8" = 1'-0"

1 SECONDARY ENTRY MONUMENT



B ELEVATION
SCALE: 3/8" = 1'-0"

3 WALL ENTRY MONUMENT

communities southwest

THOMAS+CROWLEY
LANDSCAPE ARCHITECTURE + PLANNING + SITE DESIGN + CONSTRUCTION MANAGMENT

SEAL

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
55248
CRAIG M.
CROWLEY
ARIZONA, U.S.A.

EXPIRES 12/31/22

PROJECT

AVION
AT BALLPARK VILLAGE
GOODYEAR, ARIZONA

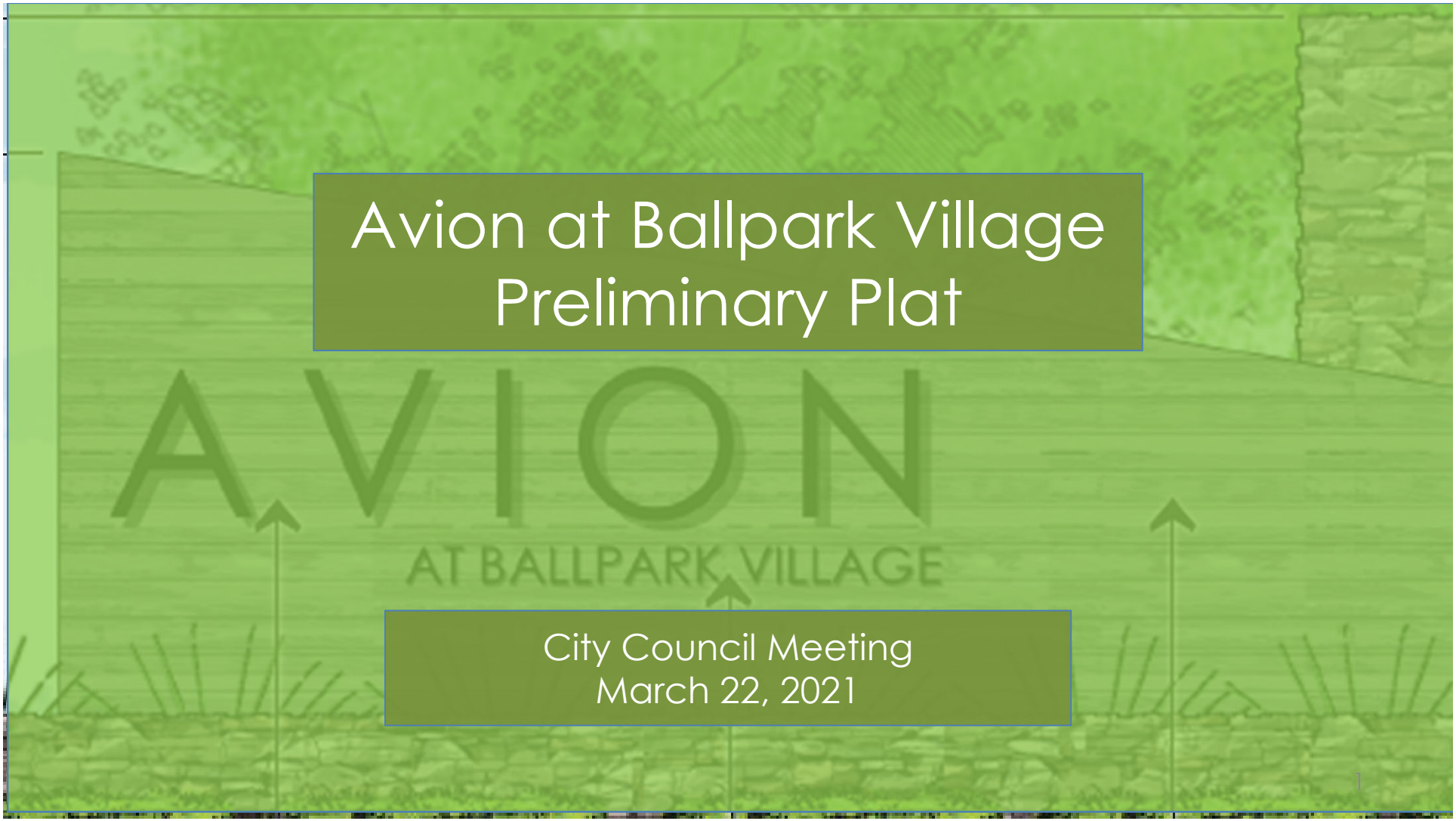
EXHIBIT

PRELIMINARY SECONDARY & WALL ENTRY MONUMENTS

EXHIBIT #

W3

DATE: 01.27.2021

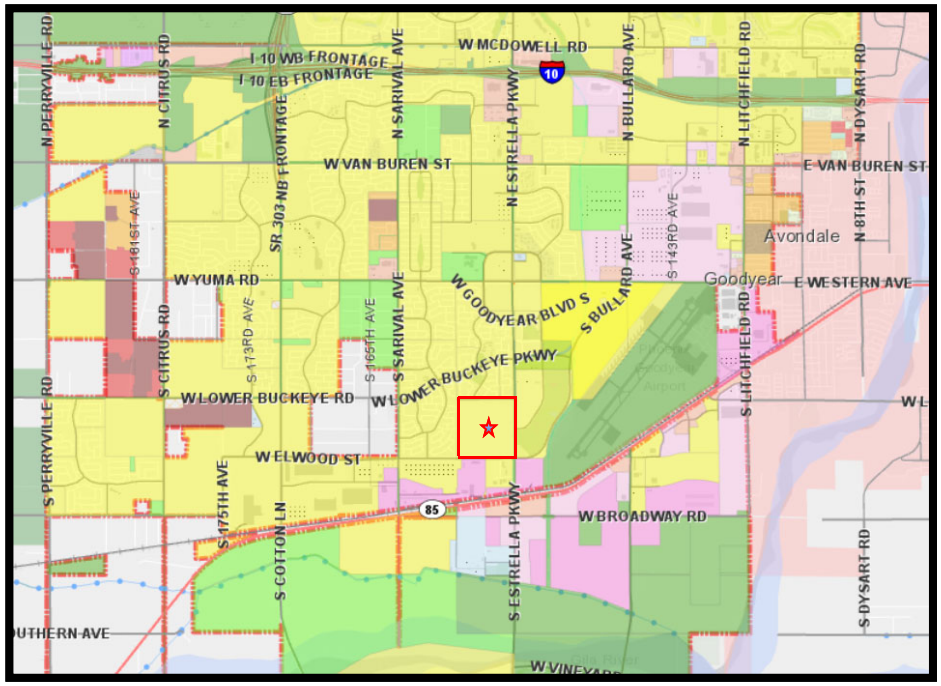


Avion at Ballpark Village
Preliminary Plat

City Council Meeting
March 22, 2021

Location

- Central Goodyear
  - NW of Estrella Pkwy and Elwood St
  - Approximately 153 Acres
  - Currently zoned PAD

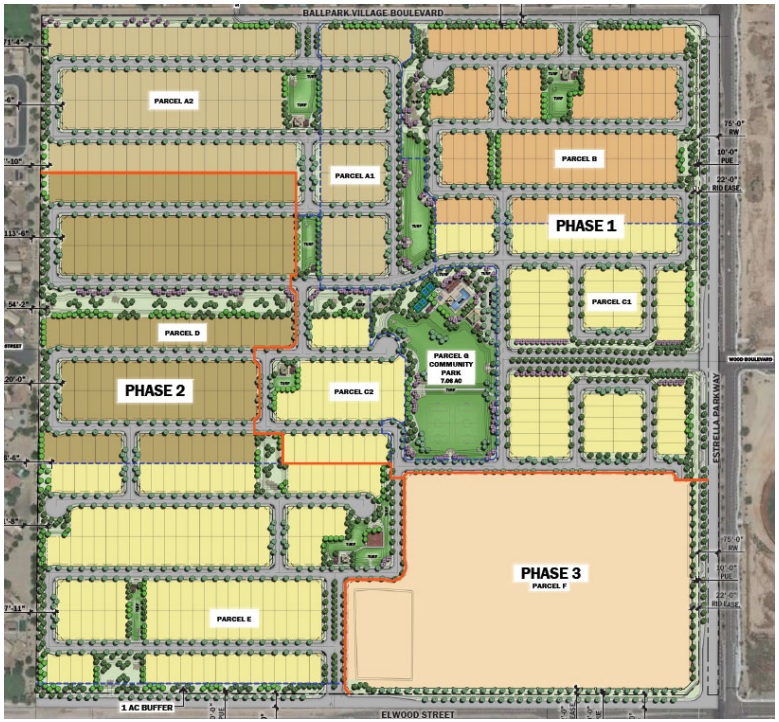


Location

- Ballpark Village Area
  - East
    - Reds Development
    - Ballpark Village
  - West
    - Sarival Village
  - North
    - Estrella Vista
  - South
    - Estrella Crossing Business Park
    - Arizona Galvanized

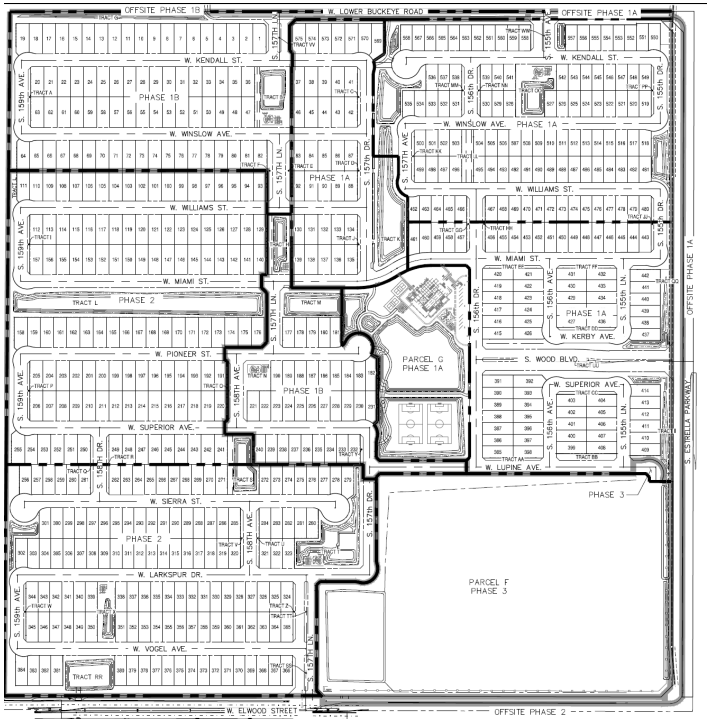


From Land Use to Preliminary Plat



< From Zoning Case in October

Today's Preliminary Plat >



Recommendation

- Approve Preliminary Plat:
  - 575 Lots
  - 49 Tracts
  - 2 Parcels
  - Subject to Stipulations


CITY OF
Goodyear
Thank You!

AGENDA ITEM #: 6.
DATE: 03/22/2021
CAR #: 2021-7225

CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLAT OF REV AT BALLPARK VILLAGE

STAFF PRESENTER(S): Katie Wilken, Planning Manager

OTHER PRESENTER(S):
Brad Hinton, El Dorado Ballpark Village

SUMMARY:
A Final Plat subdividing an existing approximately 25 acre lot into 2 lots at the intersection of S Estrella Parkway and S Wood Blvd.

Recommendation:
Waive the requirement for a preliminary plat pursuant to A.R.S. 9.463.01(U) and conditionally approve the Replat of REV at Ballpark Village attached hereto, subject to stipulations. (Katie Wilken, Planning Manager)

STIPULATIONS:

1. Any technical corrections to this final plat required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat;
2. The Public Sales Report shall include a statement that REV at Ballpark Village is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflights and by the operation of aircraft landing at, or taking off from, the Phoenix-Goodyear Airport;
3. The property owner and/or developer of each respective parcel shall post signage within all subdivision sales offices and/or leasing offices identifying the location of the Phoenix-Goodyear Airport Traffic Pattern Area. This display shall include a 24-inch by 36-inch map at the main entrance of such sales facility and shall include the approximate locations of the homes or apartments being sold or leased clearly depicted;
4. Prior to recordation of the Final Plat, the property owner shall submit an updated title report for the property and shall modify this plat to reflect the current ownership and current lender including on the final plat a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the property being platted herein. The property owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing this final plat is authorized to do so;

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 all 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 included within this replat was originally part of Lot 32 of the Final Plat for Ballpark Village-Wood Corporate Campus, which was recorded in the official records of the Maricopa County Recorder on July 21, 2008 at Book 996 of Maps Page 50. Lot 32 was then split into Lots 32A and 32B by A Minor Land Division Map of Ballpark Village-Wood Corporate Campus Lot 32, which was administratively approved and recorded in the official records of the Maricopa County on October 30, 2017 at Book 1351 of Maps Page 42.

STAFF ANALYSIS

A portion of Lot 32B is being developed as the REV at Ballpark Village, a single family rental community. The remainder of the Lot 32B is to be developed for a project titled PROS Apartments, which will be an apartment complex. Because these are separate projects with different owners, separate lots need to be created for both projects. The proposed replat creates two lots out of the current lot 32B. Because of limitations in state law governing lot splits, a formal plat was required. Because the replat only involves the creation of two lots, state law allows the City Council to waive the requirement for a preliminary plat, which is a requirement for final plats.

The proposed subdivision is consistent with the General Plan and will not adversely impact the surrounding area. Further, the proposed subdivision is consistent with the technical requirements of the city's subdivision regulations and engineering standards, and provides for the orderly development of the property by identifying the required infrastructure needed to serve the development.

Attachments

Aerial

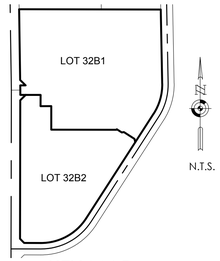
Replat

NEC S. Wood Blvd and
S. Estrella Pkwy

REV at Ballpark Village
Aerial Photo



NEC S. Wood Blvd and S. Estrella Pkwy

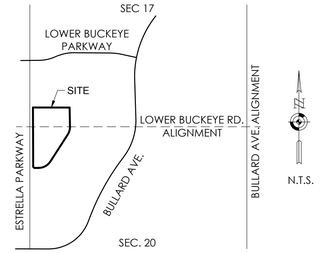


KEY MAP

REPLAT
OF
BALLPARK VILLAGE LOT 32B

OF THE MINOR LAND DIVISION MAP OF BALLPARK VILLAGE - WOOD CORPORATE CAMPUS LOT 32, RECORDED IN BOOK 1351, PAGE 42, MARICOPA COUNTY RECORDS.

LOCATED IN THE SOUTHWEST 1/4 OF SECTION 17 AND THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.



VICINITY MAP

DEDICATION

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT EL DORADO BALLPARK VILLAGE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF REPLAT OF BALLPARK VILLAGE LOT 32B, A PORTION OF SECTIONS 17 AND 20, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, AND EASEMENTS CONSTITUTING THE SAME. EACH LOT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

EL DORADO BALLPARK VILLAGE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITEES EXCLUSIVE AND PERPETUAL WATERLINE EASEMENTS UPON, OVER, ACROSS AND UNDER ALL AREAS DESIGNATED AS "WATERLINE EASEMENT" AND NON-EXCLUSIVE ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS DESIGNATED AS "WATERLINE EASEMENT" THE WATERLINE EASEMENT IS FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATERLINES AND APPURTENANCES.

SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

EL DORADO BALLPARK VILLAGE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
BY: EL DORADO HOLDINGS, INC., AN ARIZONA CORPORATION
ITS: ADMINISTRATIVE AGENT

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) S.S.
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS ____ DAY OF _____, 2020, BY _____, AS _____ OF EL DORADO HOLDINGS, INC., AN ARIZONA CORPORATION, THE ADMINISTRATIVE AGENT OF EL DORADO BALLPARK VILLAGE LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR AND ON BEHALF THEREOF.

_____ _____ _____
NOTARY SEAL/STAMP NOTARY PUBLIC

SHEET INDEX

1. COVER SHEET
2. REPLAT

NOTES

A. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUBSECTION. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CAGRD PARTICIPATION.

B. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.

C. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.

G. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF ALL STORMWATER MANAGEMENT FACILITIES.

H. THIS PARCEL IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.

I. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.

J. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.

K. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.

L. ALL LOT CORNERS SHALL BE MONUMENTED WITH ½" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

M. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.

LEGAL DESCRIPTION (LOT 32B METES & BOUNDS)

LOCATED IN THE SOUTHWEST 1/4 OF SECTION 17 AND THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 17 BEARS NORTH 00°49'43" WEST, A DISTANCE OF 2651.26 FEET;

THENCE NORTH 89°38'07" EAST, A DISTANCE OF 75.01 FEET TO THE POINT OF BEGINNING;;

THENCE NORTH 00°49'43" WEST, A DISTANCE OF 39.61 FEET;

THENCE NORTH 89°56'47" EAST, A DISTANCE OF 45.00 FEET;

THENCE NORTH 45°26'28" WEST, A DISTANCE OF 64.07 FEET;

THENCE NORTH 00°49'43" WEST, A DISTANCE OF 593.13 FEET;

THENCE SOUTH 89°53'49" EAST, A DISTANCE OF 1,187.23 FEET;

THENCE SOUTH 01°04'43" EAST, A DISTANCE OF 621.23 FEET, TO THE BEGINNING OF A 450.00 FEET, NON-TANGENT CURVE,WHOSE CENTER BEARS SOUTH 88°55'18" WEST;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°53'22", AN ARC DISTANCE OF DISTANCE OF 266.17 FEET;

THENCE SOUTH 32°48'40" WEST, A DISTANCE OF 1,044.74 FEET, TO THE BEGINNING OF A 450.00 FEET, NON-TANGENT CURVE,WHOSE CENTER BEARS NORTH 57°11'19" WEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 57°18'38", AN ARC DISTANCE OF DISTANCE OF 450.12 FEET;

THENCE NORTH 89°52'41" WEST, A DISTANCE OF 139.77 FEET;

THENCE NORTH 44°52'48" WEST, A DISTANCE OF 49.50 FEET;

THENCE NORTH 00°07'05" EAST, A DISTANCE OF 1,161.34 FEET;

THENCE NORTH 45°01'56" EAST, A DISTANCE OF 63.74 FEET;

THENCE SOUTH 89°56'47" WEST, A DISTANCE OF 45.00 FEET;

THENCE NORTH 00°07'05" EAST, A DISTANCE OF 40.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,856,208.01 SQUARE FEET OR 42.61 ACRES, MORE OR LESS.

OWNER

EL DORADO BALLPARK VILLAGE, LLC
8501 N. SCOTTSDALE RD., STE. 120
SCOTTSDALE, AZ 85253
ATTN: BRAD HINTON
bhinton@eldoradoholdings.net
PH: 602-955-2424

UTILITY PROVIDERS

UTILITY	UTILITY COMPANY
WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
ELECTRIC	APS
COMM.	COX COMMUNICATIONS
COMM.	CENTURYLINK
IRRIGATION	RID
NATURAL GAS	SOUTHWEST GAS

BASIS OF BEARING

N 00°49'43" W - BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17, T 1 N., R 1 W., G&SRM PER THE MINOR LAND DIVISION MAP OF BALLPARK VILLAGE-WOOD CORPORATE CAMPUS LOT 32, RECORDED ON BOOK 1351, PG. 42, M.C.R.

REFERENCE DOCUMENTS

FINAL PLAT FOR BALLPARK VILLAGE-WOOD CORPORATE CAMPUS. BOOK 996, PAGE 50, M.C.R.
MINOR LAND DIVISION MAP OF BALLPARK VILLAGE-WOOD CORPORATE CAMPUS LOT 32. BOOK 1351, PAGE 42, M.C.R.
RECORD OF SURVEY PLSS SUBDIVISION. BOOK 694, PAGE 38, M.C.R.

AREA SUMMARY

LOT 32B1 - 1,119,182.67 SQUARE FEET OR 25.69 ACRES, MORE OR LESS.
LOT 32B2 - 737,025.34 SQUARE FEET OR 16.92 ACRES, MORE OR LESS.

APPROVALS

APPROVED BY THE CITY OF COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2021.

BY:_____ _____
GEORGIA LORD, MAYOR DATE

BY:_____ _____
DARCIE McCRAKEN, CITY CLERK DATE

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2021.

BY:_____ _____
SUMEET MOHAN, ENGINEERING DIRECTOR DATE

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WAS MADE UNDER MY SUPERVISION DURING THE MONTH OF JULY, 2019, AND THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THAT ALL MONUMENTS SHOWN ACTUALLY EXIST. AND THAT SAID MONUMENT ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____ 03 / 01 / 21
DATE

MITCHELL H RAGSDALE RPLS #48943
TERRASCAPE CONSULTING LLC
1102 E. MISSOURI AVE. PHOENIX AZ, 85014
602-297-8732
mragsdale@terrascapeconsulting.com

REGISTERED LAND SURVEYOR
48943
Mitchell H. Ragsdale
Date Signed 3/1/21
ARIZONA U.S.A.

consulting
Terrascape
civil engineering • surveying • urban planning
645 East Missouri Ave, Suite 140, Phoenix, Arizona 85012
P:602.297.8732 • info@terrascape.us • terrascapeconsulting.com

REPLAT

BALLPARK VILLAGE - LOT 32B

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE: 03 / 01 / 21
CHECKED BY: BWB
DRAWN BY: MHR
TITLE: REPLAT
SHEET No. 1 of 2
PROJECT No. 0961

Plotted: 03/01/21 - 12:26 PM, By: mragsdale
File: M:\0961 El Dorado Holdings - Ballpark Village - Goodyear\Survey\0961_Replat.dwg, --- FP S1

SCALE: 1" = 80FEET

80 0 80 160 240

BRASS CAP IN HAND HOLE
W. 1/4 COR. SEC. 17,
T.1N., R.1W.

BASIS OF BEARING
N0° 49' 43"W
2651.26'

BRASS CAP IN HAND HOLE
S.W. COR. SEC. 17,
T.1N., R.1W.

W. LOWER BUCKEYE RD.

S0° 07' 05"W
1331.11'

POINT OF BEGINNING
LOT 32B1

S. ESTRELLA PARKWAY

N0° 07' 05"E
1161.34'

N0° 49' 43"W
593.13'

FD. CHISELED 'X'
IN CONCRETE

N44° 52' 48"W
49.50'

S89° 52' 41"E
249.77'

N89° 52' 41"W
139.77'

DRAINAGE EASEMENT
DOC. NO. 2014-0033685, M.C.R.
DOC. NO. 2014-0850696, M.C.R.

10' P.U.E.
DOC. NO. 2007-1303919, M.C.R.

DRAINAGE EASEMENT
DOC. NO. 2014-0033686, M.C.R.
DOC. NO. 2014-0850697, M.C.R.

75' R/W
BK. 471 OF MAPS, PG. 10, M.C.R.

WITNESS CORNER
5' SOUTH

FD. CHISELED 'X'
IN CONCRETE

DRAINAGE EASEMENT
DOC. NO. 2014-0033687, M.C.R.
DOC. NO. 2014-0850698, M.C.R.

10' P.U.E.
DOC. NO. 2007-1303925, M.C.R.

75' R/W
BK. 471 OF MAPS, PG. 10, M.C.R.

DRAINAGE EASEMENT
DOC. NO. 2014-0033688, M.C.R.
DOC. NO. 2014-0850699, M.C.R.

LOT 32A1
BK. 1500, PG. 9, M.C.R.
ZONING: PAD

LOT 32B2
737,025.34 S.F. / 16.92 AC.

L=500.13', R=500.00'
Δ=57°18'38"

C2

8' P.U.E.
DOC. NO. 2007-1303921, M.C.R.

50' R/W
DOC. NO. 07-1303922, M.C.R.

10' LANDSCAPE EASEMENT
BK. 996 OF MAPS,
PG. 50, M.C.R.

750.96'

S32° 48' 40"W 1044.74'

N32° 48' 40"E
1044.74'

S. WOOD BLVD.

N0° 07' 05"E
197.22'

N0° 07' 05"E
94.55'

S89° 54' 20"W
90.00'

546.61'
N89° 53' 49"W

L9 L8 L7 L6 L5 L24 L25 L26 L27 L10 L11 L12 L13 L1 L2 L3 L4

PUBLIC WATER LINE EASEMENT
DEDICATED HEREON

18.57'

245.81'

C1

L=295.74', R=500.00'
Δ=33°53'22"

S88° 55' 18"W
(RAD)

10' LANDSCAPE EASEMENT
BK. 996 OF MAPS,
PG. 50, M.C.R.

50' R/W
DOC. NO. 07-1303922, M.C.R.

8' P.U.E.
DOC. NO. 2007-1303926, M.C.R.

515.61'
S1° 04' 43"E 621.23'

PUBLIC WATER LINE EASEMENT
DEDICATED HEREON

L15 L16 L14 L17

85.62'

N1° 04' 43"W
752.32'

S89° 53' 49"E 1187.23'

LOT 32A2
BK. 1500, PG. 9, M.C.R.
ZONING: PAD

LOT 32B1
1,119,183.67 S.F. / 25.69 AC.

Line Table		
Line #	Direction	Length
L1	N89° 38' 07"E	75.01'
L2	N00° 49' 43"W	39.61'
L3	N89° 56' 47"E	45.00'
L4	N45° 26' 28"W	64.07'
L5	N12° 11' 20"W	28.38'
L6	N57° 11' 20"W	106.43'
L7	S77° 48' 40"W	16.97'
L8	N57° 11' 20"W	50.00'
L9	S32° 48' 40"W	5.39'
L10	N89° 56' 47"E	125.00'
L11	N89° 56' 47"E	45.00'
L12	S00° 07' 05"W	40.40'
L13	N45° 01' 56"E	63.74'
L14	S88° 42' 13"W	28.34'
L15	S01° 17' 47"E	20.00'
L16	N88° 42' 13"E	28.26'
L17	S01° 04' 43"E	20.00'

Curve Table			
Curve #	Length	Radius	Delta
C1	266.17'	450.00'	033°53'22"
C2	450.12'	450.00'	057°18'38"

SURVEY LEGEND

- SECTION CORNER
- FOUND 1/2" REBAR W/CAP RLS#55030
- CITY OF GOODYEAR BRASS CAP FLUSH
- CITY OF GOODYEAR BRASS CAP IN HANDHOLE
- FOUND 1/2" REBAR - SET CAP RLS#48943
- FOUND MONUMENT AS NOTED
- M.C.R. MARICOPA COUNTY RECORDER
- R/W RIGHT OF WAY
- P.U.E. PUBLIC UTILITY EASEMENT
- SECTION LINE
- CENTER LINE
- BOUNDARY LINE - MEASURED
- BOUNDARY LINE - OTHER
- BOUNDARY - TIES

consulting
Terrascape
civil engineering • surveying • urban planning
445 East Missouri Ave, Suite 140, Phoenix, Arizona 85012
P:602.297.8732 • Info@terrascape.us • terrascapeconsulting.com

48943
Mitchell H. Ragsdale
3/1/21
Date Signed
REGISTERED LAND SURVEYOR
ARIZONA U.S.A.

REPLAT

BALLPARK VILLAGE - LOT 32B

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DATE: 03 / 01 / 21
CHECKED BY: BWB
DRAWN BY: MHR
TITLE: REPLAT
SHEET No. 2 of 2
PROJECT No. 0961

Plotted: 03/01/21 - 11:47 AM, By: mragsdale
File: M:\0961 El Dorado Holdings - Ballpark Village - Goodyear\Survey\0961_Replat.dwg — LYP S2

AGENDA ITEM #: 7.
DATE: 03/22/2021
CAR #: 2021-7202

CITY COUNCIL ACTION REPORT

SUBJECT: ACCEPTANCE OF A PUBLIC UTILITY AND SIDEWALK EASEMENT ASSOCIATED WITH THE GOODYEAR PROFESSIONAL PLAZA PROJECT

STAFF PRESENTER(S): Linda Beals, Real Estate Coordinator

SUMMARY:

Acceptance of a Public Utility and Sidewalk Easement associated with the Goodyear Professional Plaza Project located at the northwest corner of Interstate-10 and Bullard Avenue.

Recommendation:

Accept the Public Utility and Sidewalk Easement attached hereto and authorize its execution and recordation with the Maricopa County Recorder. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT:

There will be no fiscal impact to the city in the fiscal year 2022 or future years related to the acceptance of the Public Utility and Sidewalk Easement.

BACKGROUND AND PREVIOUS ACTIONS:

A Public Utility and Sidewalk Easement is required for the development of the property located at the northwest corner of Interstate-10 and Bullard Avenue. The easement provided by Southwest Valley Holdings, LLC, an Arizona limited liability company, is located on the west side of Bullard Avenue and provides for public utilities and a sidewalk along Bullard Road.

STAFF ANALYSIS

During the review of development plans for the Goodyear Professional Plaza Project, City engineering staff concluded that a Public Utility and Sidewalk Easement is required to allow for the public utilities and a sidewalk that are to be constructed adjacent to Bullard Avenue and recommend the acceptance of the attached Public Utility and Sidewalk Easement.

Attachments

Easement

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

PUBLIC UTILITY AND SIDEWALK EASEMENT

GRANTOR:	GRANTEE:
SOUTHWEST VALLEY HOLDINGS, LLC, an Arizona limited liability company	**CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **SOUTHWEST VALLEY HOLDINGS, LLC, an Arizona limited liability company**,("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, ARIZONA, an Arizona municipal corporation**, its successors, assigns (collectively "Grantee"), a Public Utility and Sidewalk Easement (the "Easement"). The Public Utility and Sidewalk Easement shall be a permanent easement upon, over, under, across, above and through the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area"). Such Easement is for the purposes of: (i) entering upon, locating, inspecting, installing, constructing, maintaining, operating, replacing, and/or repairing all public utility facilities by the City of Goodyear and its Permittees; (ii) entering upon, constructing, installing, maintaining, repairing and/or replacing public sidewalks by the City of Goodyear and its Permittees; and (iii) travel by the public over installed sidewalks.

Grantee shall have all rights and privileges necessary or convenient for the full use and enjoyment of the Easement Area for the purposes described above.

Grantor reserves the right to use the Easement Area for uses that are not inconsistent with and do not interfere with the use of the Easement Area by Grantee and its Permittees. No building, structure, or above ground utility facility shall be placed upon the Easement Area without the written permission of Grantee.

Grantor and its respective successors and assigns shall have no responsibility or liability for the construction, operation, maintenance, or repair of any facilities constructed pursuant to the rights granted by this Public Utility and Sidewalk Easement unless installed by them.

Grantor and its respective successors and assigns, hereby waives and releases Grantee from any and all liability for damage to the Easement Area that results from the exercise of the rights granted in this easement provided the Easement Area is restored to a neat and presentable condition as soon as practicable after the completion of any work within the Easement Area.

This Public Utility and Sidewalk Easement runs with the land and is binding upon Grantor and all successors and assigns in interest or title to the Easement Area.

IN WITNESS WHEREOF, this Public Utility and Sidewalk Easement is executed this day of February 9, 2021.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:
SOUTHWEST VALLEY HOLDINGS, LLC,
an Arizona limited liability company

By: _____
Michael P. Faith, Manager

By _____
Paul J. Faith, Manger

State of Arizona)
)ss.
County of Maricopa)

On this 4th day of February, ~~2020~~ 2021, before me, a Notary Public, the undersigned officer, personally appeared Michael P. Faith, Manager of Southwest Valley Holdings, an Arizona limited liability company, for and on before thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he executed the same for the purposes therein contained.

TERESA A VALLES
NOTARY PUBLIC, ARIZONA
MARICOPA COUNTY
My Commission Expires
November 30, 2021

_____
Notary Public

State of Arizona)
)ss.
County of Maricopa)

On this 4th day of February, ~~2020~~ 2021, before me, a Notary Public, the undersigned officer, personally appeared Paul J. Faith, Manager of Southwest Valley Holdings, an Arizona limited liability company, for and on before thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he executed the same for the purposes therein contained.

TERESA A VALLES
NOTARY PUBLIC, ARIZONA
MARICOPA COUNTY
My Commission Expires
November 30, 2021

_____
Notary Public

Signatures, Acknowledgments and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the **CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation**, the _____ day of _____, 20_____.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Public Utility and Sidewalk Easement) was acknowledged before me this _____ day of _____, 20_____ by _____, as _____ of the **CITY OF GOODDYEAR, ARIZONA, an Arizona municipal corporation**, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT A

NEW P.U.E. LEGAL DESCRIPTION

THE EAST 10.00 FEET OF LOT 3C, AS SHOWN ON THE MINOR LAND DIVISION RECORDED IN BOOK 1467 OF MAPS, PAGE 48, RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

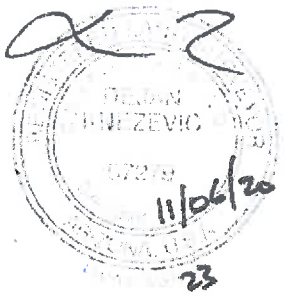
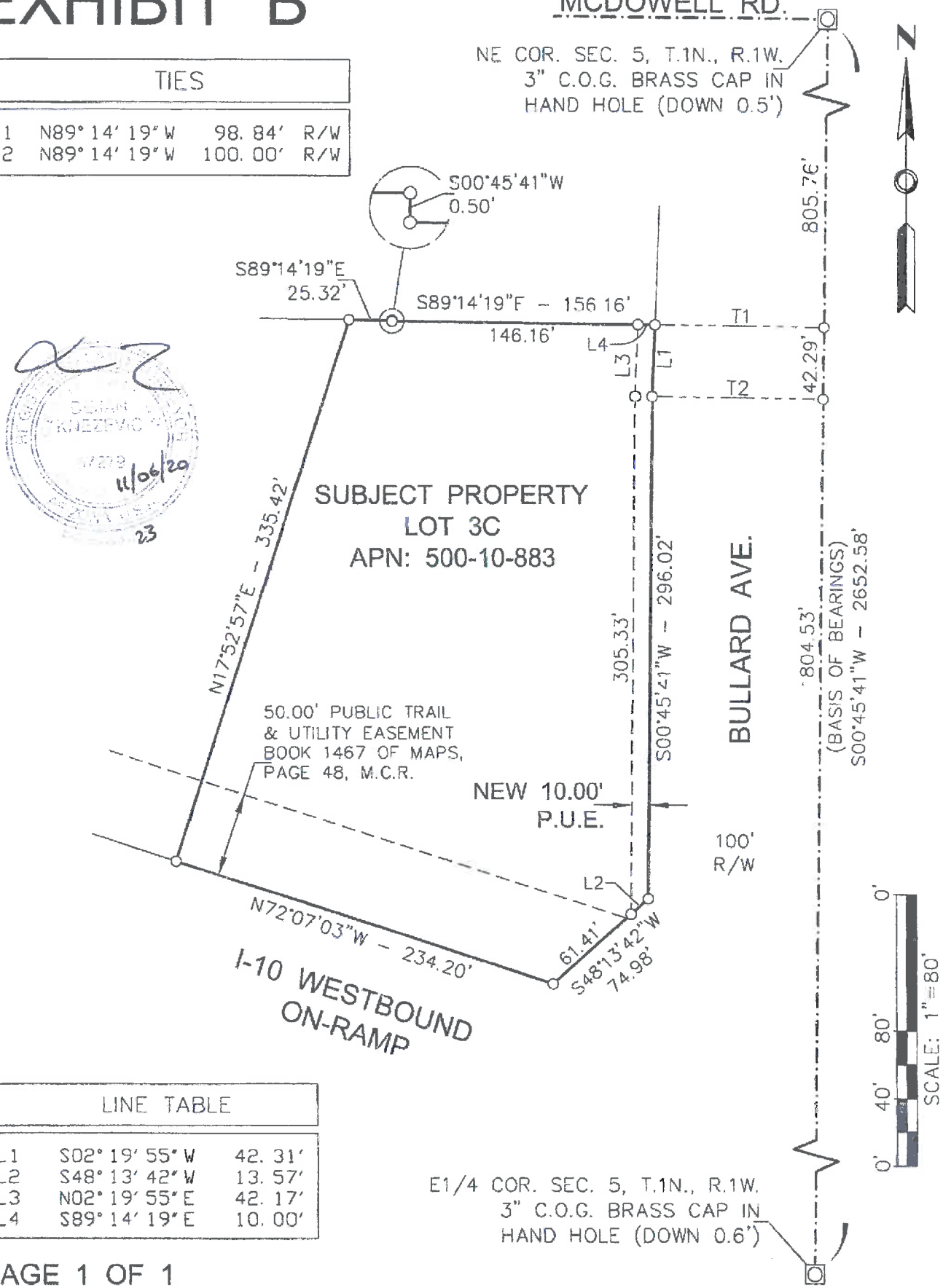


EXHIBIT B

TIES		
T1	N89° 14' 19" W	98.84' R/W
T2	N89° 14' 19" W	100.00' R/W

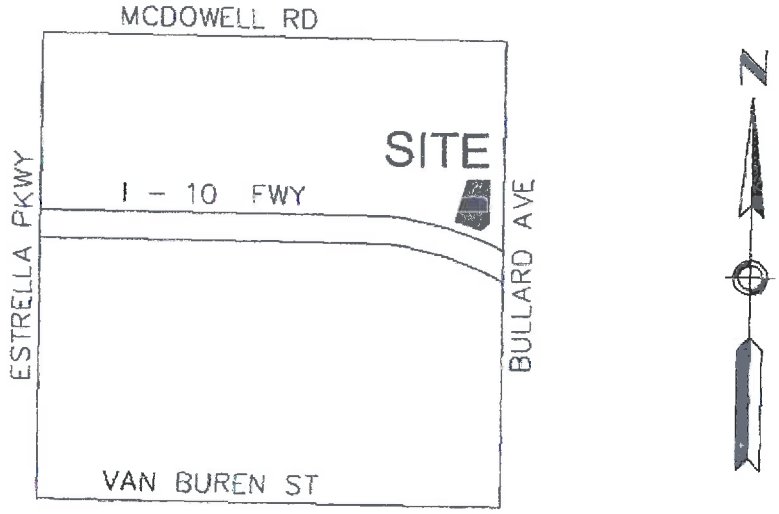


LINE TABLE		
L1	S02° 19' 55" W	42.31'
L2	S48° 13' 42" W	13.57'
L3	N02° 19' 55" E	42.17'
L4	S89° 14' 19" E	10.00'

EXHIBIT C

VICINITY MAP

NOT TO SCALE





AGENDA ITEM #: 8.
DATE: 03/22/2021
CAR #: 2021-7221

CITY COUNCIL ACTION REPORT

SUBJECT: **APPROVE THE BUDGET TRANSFERS FOR FY2021**

STAFF PRESENTER(S): Doug Sandstrom, Finance Director

OTHER PRESENTER(S):
None

SUMMARY:
Approve the FY2021 budget transfers

Recommendation:
Approve the FY2021 budget transfers. (Doug Sandstrom, Finance Director)

FISCAL IMPACT:
Fiscal impacts are outlined in the attached report. The FY2021 citywide budget total of $599,405,700 remains the same and within the State Expenditure Limitation amount.

BACKGROUND AND PREVIOUS ACTIONS:
Budget transfers requiring City council approval are presented once each month, as necessary. The FY2021 budget was adopted on June 22, 2020.

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. The transfer can occur if the funding is available, it is in the public's interest and based on a demonstrated need, it does not result in exceeding the community's expenditure limitation, and a majority of the members of the governing body vote affirmatively on the transfer at a public meeting.

Review of the budget transfers keeps the Council and general public informed about the city's current fiscal year revenues and expenditures.

Attachments

Budget Transfer Report

City Council Budget Transfers Report - FY2021

Council Agenda Date: 3/22/2021

							Expenditure/Use of or (Savings/Addition to) Fund Balance				
Date	Transfer Journal No.	Reason Needed	Transfer Amount	Ultimate Fund(s) Affected; Explanation	New Resource/ Revenue	No Ultimate Funding Change	General	Water Operating	Wastewater Operating	Other Operating Funds	Other Capital Funds
2/10/2021	2021-08-265	The Police Department received funding for year two of the Patrol Spare Vehicle Program as part of the mid-year budget additions. While these vehicles were budgeted in the one-time portion of the General Fund, it was determined in the meantime that these vehicles qualify to be funded with Impact Fee revenues. This request moves budget from the General Fund to the Police '18 Impact Fee fund.	$180,000	Police '18 Impact Fee General Fund			($180,000)				$180,000
3/3/2021	2021-09-60	This budget transfer is requested to move project 42034 "Harrison Street 158th Avenue to Estrella Parkway Northside Improvements" from FY2022 to FY2021 in an effort to align the improvements along the perimeter of the Recreation Campus with the completion of the campus.	$175,000	General Fund			$175,000				
3/3/2021	2021-09-61	This budget transfer is requested to move project 42035 "W Goodyear BLVD North Median and ROW Improvements" from FY2022 to FY2021 in an effort to align the improvements along the perimeter of the Recreation Campus with the completion of the campus.	$150,000	General Fund			$150,000				

AGENDA ITEM #: 9.
DATE: 03/22/2021
CAR #: 2021-7198

CITY COUNCIL ACTION REPORT

SUBJECT: **COBBLESTONE EXPRESS CAR WASH USE PERMIT REQUEST TO ALLOW A CAR WASH USE ON PROPERTY ZONED PLANNED AREA DEVELOPMENT (PAD), GENERAL COMMERCIAL (C-2)**

STAFF PRESENTER(S): Katie Wilken, Planning Manager

OTHER PRESENTER(S):

Jesse Macias, M3 Design

SUMMARY:

Request for a Use Permit (Case No. 20-300-00008) for a car wash on a 1.81-acre property zoned PAD, C-2 (General Commercial) located North of W. Yuma Road and East of S. Cotton Lane, south of Target at the Canyon Trails Towne Center.

Recommendation:

1. Conduct a public hearing to consider a request for a Use Permit for a car wash on a 1.81-acre property zoned Planned Area Commercial (PAD), General Commercial (C-2) located north of W. Yuma Road and east of S. Cotton Lane, in the Canyon Trails Towne Center.
2. Recommend conditional approval of a request for a Use Permit to allow a car wash (Cobblestone Express) on a 1.81-acre property zoned Planned Area Development (PAD), General Commercial (C-2) located North of W. Yuma Road and East of S. Cotton Lane, subject to the following stipulations: (Katie Wilken, Planning Manager)

STIPULATIONS:

1. Approval of the use permit does not constitute approval of a site plan. All future development will be 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;
2. All signage shall require separate review and approval, and shall comply with the Canyon Trail Towne Center Comprehensive Sign Package dated May 16, 2005. No Signage is approved as part of this use permit;
3. A noise test must be performed by the owner prior to obtaining a Temporary Certificate of Occupancy/ Certificate of Occupancy to confirm that noise generation does not exceed 74.1 dB as measured at the north property line of the use permit site;
4. The noise generated from the operation of the car wash subject to this use permit shall

not exceed 74.1dB as measured at the north property line of the use permit site. The owner of the property subject to this use permit or the operator of the car wash shall make all modifications to its equipment and/or to the site as needed to ensure that the noise generated from the operation of the car wash does not exceed 74.1dB as measured at the north property line of the use permit site. The failure to comply with the requirements set forth herein can result in the termination of this use permit;
5. North and South elevations shall use the color palette approved in the Canyon Trails Towne Center Design Guidelines. The Red Barn and Cobblestone Blue colors may be used as accent colors, but not as a principal color on the elevations. The car wash entrance shall not be substantially visible from Yuma Road with the provision of a 6-foot wall and trellis;
6. The hours of operation shall fall between 7:00 a.m. and 8:00 p.m. Monday – Sunday.

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 all 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 subject property is located at the northeast corner of S Cotton Lane and W Yuma Road in the Canyon Trails Towne Center. The Planned Area Development, General Commercial (C-2) zoning was approved on May 16, 2005 with Ordinance No. 05-942. The C-2 General Commercial land use designation establishes car wash as a use that requires approval of a Use Permit.

STAFF ANALYSIS

Current Policy:

A car wash is a Use Permit use in the General Commercial (C-2) Zoning District subject to the provisions of Article IV for Convenience Uses, which includes self-service or automatic car washes. Convenience uses are also subject to the provisions of Article 4-2 (Uses Requiring Additional Evaluation) of the Zoning Ordinance, which requires additional evaluation regarding the appropriate location and conditions of the use or operation. The Use Permit request is to be reviewed by the Planning and Zoning Commission and approved by the City Council. Section 1-3-2 (Use Permits) of the Zoning Ordinance provides that the Planning and Zoning Commission and City Council must determine that the proposed use meets the following two 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; and,
2. The proposed use is reasonably compatible with uses permitted in the surrounding area.

Section 4-2-2 (Convenience Uses) of the Zoning Ordinance requires evaluation of the following additional 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 proper access and internal circulation.
2. Compatibility of proposed hours of operation with adjacent residential areas (hours of operation to be indicated in narrative).
3. Required traffic and access mitigation measures, if any which may include:
    a. Additional right-of-way.
    b. Off-site traffic mitigation measures.
    c. Restriction of some traffic movements through signs or other measures.
    d. Segregation of queuing lanes, vehicle access and pedestrian circulation areas.
    e. Cross-access easements.
    f. Driveway locations
4. Other concerns which may place the advisability of the proposed convenience use in question.

Details of the Request:
An express car wash is proposed on the northeast corner of W Yuma Road and S Cotton Lane, South of the Target in the Canyon Trails Towne Center. The subject property consists of 1.81 acres within the Canyon Trails Towne Center. The original Canyon Trails Towne Center Planned Area Development envisioned a car wash in this location of the center. The proposed site contains an automated car wash and 30 self-service vacuum stations/parking spaces. Customers remain in their vehicles through the pay and wash process and have the option of self-vacuuming their vehicles prior to or after the tunnel wash. The site will provide 13 new parking spaces to be shared with the Target and four bicycle parking spaces on-site. The proposed site includes a 5,359 square-foot car wash building. The building is oriented with the tunnel entrance and exit facing north and south onto Yuma Road. Zoning Ordinance, Article 3-3-6-B-7-b does not allow carwash service bays fronting onto public streets, however this building orientation is preferred to avoid creating detrimental noise impacts onto the Canyon Trails neighborhood east of the subject property. The car wash entrance tunnel will be screened with 6 foot-wall with a steel trellis from view on Yuma Road. The proposed business hours of operation will be Monday through Sunday from 7:00 AM to 8:00 PM. The car wash will employ 10-12 employees during different daily shifts. Site improvements will include adding additional parking spaces and landscape.

The Canyon Trails Towne Center has City Council approved Design Guidelines that include colors and materials to be used by all businesses in the center. Staff encourages the use of corporate colors as accents. Staff is considering approval of the corporate colors used as accent colors only. The proposed building height is 30 feet, not counting the screen wall, which is under the 56-foot maximum building height established for the C-2 (General Commercial) zoning district.

Customers will have the option of vacuuming their car first or entering the queue for the car wash. Customers may pay for the car wash in one of three pay station lanes, continue southeast and turning north into the car wash tunnel entrance. After exiting the car wash tunnel, customers may exit the property continuing north or may turn west to return to the vacuums area. The car wash offers a “racetrack” traffic circulation method to facilitate one-way motions to minimize vehicular conflict in the property.

The parking-vacuum canopies provide shade while customers vacuum their vehicles. All vacuum equipment is housed within the main building for noise insulation. The main building

includes the car wash tunnel, an office, a storage room, a restroom, and vending machines. To mitigate potential noise to the adjacent business and neighborhood, the applicant will house all vacuum equipment within the main building. In addition, the applicant is installing dryer blower silencers at the car wash tunnel exit to mitigate noise concerns. A noise exhibit was provided showing the noise decibel levels at various distances from the car wash. Noise levels are predicted to be high at the northern property line, 74.1dB adjacent to Target, thus stipulation has been added to ensure future noise complaints can be mitigated.

The Site Plan was submitted concurrently. Site Plan will be approved administratively upon Use Permit approval.

Evaluation Criteria:
The Zoning Ordinance, Section 1-3-2 (Use Permits), provides that the Planning and Zoning Commission and City Council must 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 Use Permit is proposed on property intended for the development of commercial uses. The proposed car wash will be approximately 425 feet from the nearest residence at the Canyon Trails neighborhood. Given the building orientation, the installation of blower silencers at the car wash tunnel exit, and the facility closing business at 8 PM daily, the Use Permit will not be materially detrimental to those persons working or shopping within the area, to the neighborhood or public welfare. Furthermore, staff is recommending a stipulation to ensure noise around the property does not exceed measurements stated on noise exhibit to protect residents and businesses.

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

The area surrounding the property intended for the Use Permit includes a mix of commercial uses, retail and office uses. The existing and proposed commercial uses within the area are of like intensity and operation to the proposed Use Permit, and should therefore be compatible. The developer intends to provide additional landscaping along both the south and east property lines. When consideration is given to the building setback, the existing and new proposed landscaping, and the existing 3-feet high walls and the new proposed 6-foot wall with a steel trellis in front of the tunnel entrance there is sufficient buffering to the adjacent properties.

Luke Air Force Base:
The subject property is located within the vicinity of a military airport. Given the location of the property and the commercial nature of the proposed Use Permit, base operations will not be adversely impacted by this development.

Phoenix-Goodyear Airport:
The subject property is located within the Phoenix Goodyear Traffic Pattern Airspace. Given the commercial nature of the proposed Use Permit, airport operations will not be adversely impacted by this development.

3. *Demands for public services that will be generated by the uses permitted in the proposed zoning district.*

Fire Response:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd Nearest Goodyear Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
Fire Station #184/181	2.1	1.05	2.1	1.05	Fire Station #185	11.04	5.52	11.04	5.52

Police Response:
The property development is located within an existing police patrol beat and the current level of service within the beat can accommodate the development of the property.

Solid Waste:
Solid waste service will be provided by a private company as bulk trash containers will be utilized.

Streets/Transportation:
The subject property will have access to both Yuma Road and Cotton Lane via multiple driveways into the commercial center.

Water/Wastewater:
The subject property will be served by city of Goodyear water and wastewater utilities.

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 site of the proposed car wash is a 1.81-acre development-ready commercial pad within the Canyon Trails Towne Center. The commercial pad is adjacent to the main driveway entrance into the center off of Yuma Road, and is also served by internal connections to the commercial center. The site is adequate to accommodate the proposed building, drive through lane, and required off-street parking and sufficient landscaping. Cross access and shared parking exist for the Canyon Trails Towne Center.

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

   The Cobblestone Express car wash will be open daily from 7:00 AM to 8:00 PM.
   The location of the facility is within a quarter mile of a residential neighborhood. Given the noise level at the east property line of center, according to the noise exhibit, will be 30.5 dB and the proposed building orientation with the tunnel facing north, staff believes the proposed hours of operation are compatible with the adjacent residential area.

3. *Required traffic mitigation measures, if any.*

   A Traffic Statement is forthcoming. Any recommendations from the statement for site improvements will be required prior to Site Plan approval.

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

   The car wash will be required to proceed through the full Site Plan review process to ensure the development is consistent with the General Commercial (C-2) Zoning District development regulations, the approved Canyon Trails Towne Center Design Guidelines, as well as the City's adopted Design Guidelines, development standards, codes, and ordinances.

Public Participation:
An alternative citizen review process was conducted for this proposal due to the city of Goodyear Emergency Declaration in Response to Coronavirus and notice of the application was provided to property owners within 500 feet of the property at least 35 calendar days prior to public hearing to provide ample opportunity for input prior to noticing the public hearing itself. To date, no objections or inquiries were received as a result of this notification.

Notice for the public hearings before the Planning and Zoning Commission and City Council included a postcard mailed to the owners of the property and HOAs within 500 feet of the subject property sent on February 12, 2021; a legal notice published in the Arizona Republic on February 19, 2021; and a notice of public hearings sign posted on the property February 19, 2021. To date, staff has not received any objections to this request.

Planning and Zoning Commission Meeting:
At its meeting on March 10, 2021, the Planning and Zoning Commission conducted a public hearing regarding the Use Permit request. Following a presentation by staff, the Commission voted 7 to 0 to recommend approval of the Use Permit, subject to the stipulations in the Commission staff report. No member of the public commented on the request.

Recommendation:
Staff, based on the information set forth herein, finds that the Use Permit request is compatible with the existing land uses within the area and will not be a detriment to surrounding properties or persons.

Attachments

Aerial Map
Project Narrative
Conceptual Site Plan
Conceptual Elevations
Screen Wall Trellis Elevation
Noise Exhibit
Presentation

Aerial Map
Cobblestone Express Use Permit
North of W Yuma Road
East of S Cotton Lane



20-300-00008 Cobblestone Express Use Permit

COBBLESTONE CAR WASH
PROJECT NARRATIVE

August 25th, 2020 *Updated 1-6-21*

CITY OF GOODYEAR
Development Services/Planning Division
14455 W VAN BUREN ST #D
Goodyear, AZ 85338

RE: **SITE PLAN/USE PERMIT**
Proposed Cobblestone Auto Spa Facility
Canyon Trails Retail Development
Goodyear, AZ

Dear Planning Team:

We are very pleased to be submitting for Site Plan and Use Permit for the proposed Cobblestone Auto Spa Facility to be located at the North-East of Cotton and Yuma within the existing Canyon Trails Retail Development. The 1.81 Acre parcel which is Zoned PAD (Planned Area Development) and currently is Vacant. The surrounding parcel is also currently Zoned PAD (Canyon Trails PAD) to the North and West, with PAD on East Side and AU Zoning on South side.

The proposed facility will include proposed 5,359sf Car Wash Building, along with 30 Proposed Vacuum Stanchions/Parking spaces with 2 ADA Covered Spaces. All Vacuum equipment (Motors/VFD) will be housed within Main Building thus eliminating any concerns with Noise at Customer Stanchions as well as existing adjacent development. We are also providing 13 Standard parking spaces to be shared with Target/Retail Center. Cobblestone employs 10-12 employees during different daily shifts with proposed Hours of Operation from 7am to 8pm daily.
Our Proposed Cobblestone Express offers Vacuums for the convenience of our Customers. We offer the "Racetrack" circulation facilitating a One-Way motion minimizing vehicular conflicts. We offer the option for our Customers to Vacuum first or after the Car Wash again providing an easy circular motion.

Pad is currently Vacant within Canyon Trails Development with existing Target Anchor Store with existing Curb Cut Accesses off of Yuma and on-site circulation. There are existing masonry screen walls along Yuma with existing Site and Street Lights to remain.

Under PAD, Car Wash Use will require a Use Permit approval as well as Site Plan/Design Review Approvals. The original Master Site Plan Approval encompassed a Full Service Car Wash/Gas Station/C-Store on this parcel however was never built.

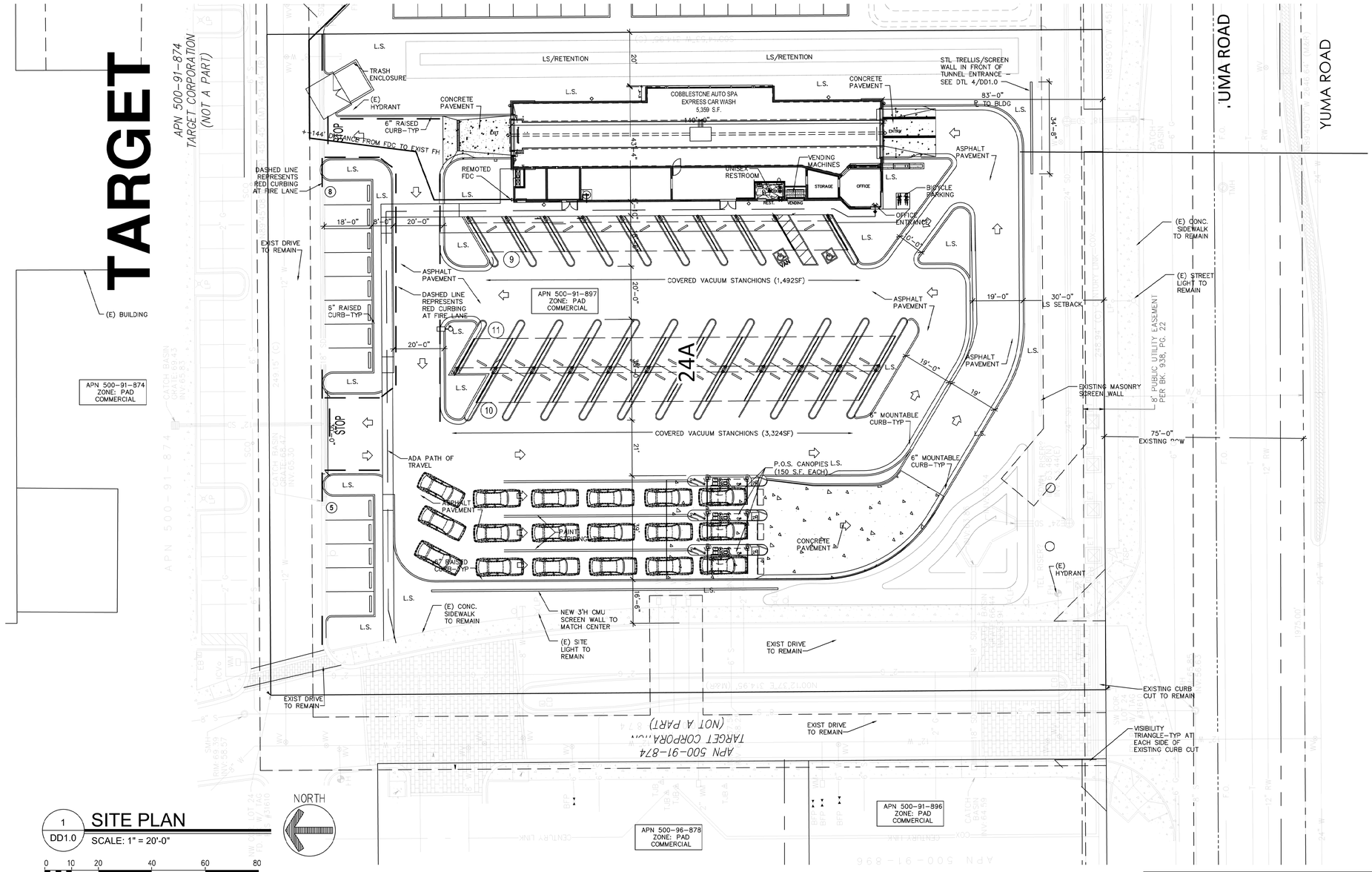
We are proposing a Modern Theme, with Main Steel Tower component at the center of the car wash tunnel incorporating Glazing providing customer with an open and bright experience in lieu of typical car wash tunnel experience which is dark and "claustrophobic" in nature. Our Tunnel Exit will incorporate a tower element providing some height variation and massing. The

balance of the tunnel is comprised of stained CMU block and stucco. The tunnel roof will comprise of blue fabric, complementing the awning canopies at vacuum stanchions, as well as further enhancing Customer experience providing Natural Light. We are proposing Quality Design with sustainable materials with a cohesive Color Palette and overall unparalleled Design complementing Canyon Trails Development for the Goodyear Community. We have submitted and coordinated Landlord Reviews of our proposed Site Plan and Exterior Design.

We appreciate the opportunity to be making our formal Site Plan and Use Permit and we look forward to your feedback and our forthcoming virtual meetings. Please do not hesitate to contact us if you should have any questions and/or need any additional clarifications or supplement information.

Respectfully,

Jesse Macias
President
2008 N 7th Avenue
Phoenix, AZ 85007
jmacias@m3designllc.com

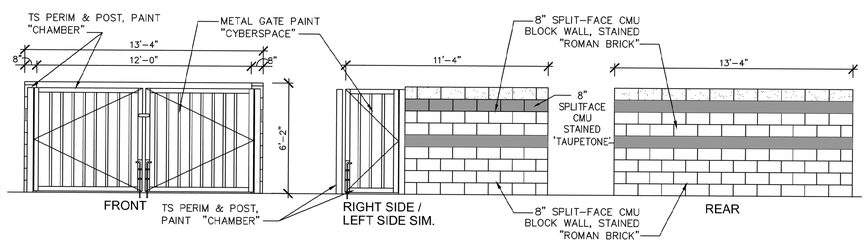


1 DD1.0 **SITE PLAN**

SCALE: 1" = 20'-0"

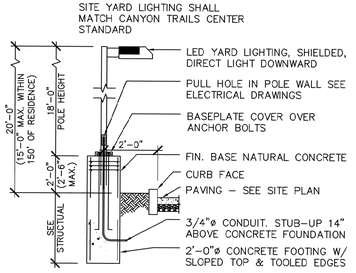
0 10 20 40 60 80

1"=20'-0" FEET



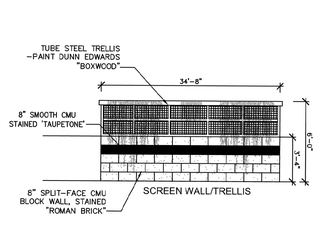
2 DD1.0 **TRASH ENCLOSURE**

SCALE: 1/4"=1'-0"



3 DD1.0 **LIGHT POLE DETAIL**

SCALE: 1/4"=1'-0"



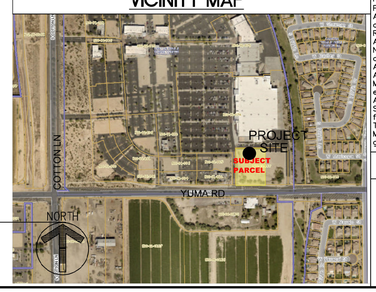
4 DD1.0 **SCREEN WALL/ TRELLIS ELEV**

SCALE: 3/16"=1'-0"

UTILITY SERVICE PROVIDERS

WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
STORM DRAIN	CITY OF GOODYEAR
ELETRIC	APS
TELEPHONE	CENTURY LINK
NATURAL GAS	SOUTHWEST GAS
CABLE TV	COX

VICINITY MAP



PROJECT DATA

PROJECT NAME: COBBLESTONE EXPRESS CARWASH
CANYON TRAIL RETAIL DEVELOPMENT
NEC COTTON & YUMA
GOODYEAR, ARIZONA 85338

EXISTING USE: VACANT

PROPOSED USE: EXPRESS CAR WASH

OWNER: COBBLESTONE AUTO SPA
8900 E BAHIA DR
SCOTTSDALE, AZ
(602) 787-0808
CONTACT: TUCK BETTIN

ARCHITECT: M3 DESIGN
2008 N 7TH AVE
PHOENIX, ARIZONA 85007
(480)528-3136
CONTACT: JESSE MACIAS

SITE DATA

SITE GROSS AREA: 94,920 S.F. / 2.18 AC
SITE NET AREA: 79,004 S.F. / 1.81 AC.
APN #: PORTION OF 500-91-897
GS#
GENERAL PLAN DESIGNATION: COMMERCIAL
ZONING: PAD
LIGHTING ZONE: 2
BUILDING FOOTPRINT: 5,359 S.F.

BUILDING COVERAGE: 5,359 S.F. / 79,004 S.F. = 6.8%

PARKING CANOPIES: 4,816 S.F.
P.O.S. CANOPIES: 450 S.F.
TOTAL CANOPIES: 5266 S.F.
BUILDING HEIGHT: MAXIMUM: 30'-0" PROVIDED: ±30'-0"
LANDSCAPE: 20,720 S.F. / 79,004 S.F. = 26%
IMPERVIOUS COVERAGE: 47,659 S.F. / 79,004 S.F. = 60.3%

SETBACKS:	SETBACKS	REQ'D:	PROVIDED:
	STREET FRONT (SOUTH)	25'	83'-8"
	STREET SIDE (WEST)	10'	1,690'
	SIDE (EAST)	0'	21'-0"
	REAR (NORTH)	0'	85'-0"

TYPE OF CONSTRUCTION: VB - SPRINKLERED
OCCUPANCY TYPE: B (BUSINESS)

LIGHTING ZONE: 2

PARKING: REQUIRED:
(1) SPACE PER 3 NON-OFFICE EMPLOYEES AND (1) SPACE PER 300 S.F. OF OFFICE AND SALES AREA AND (2) SPACES PER CAR WASH
NUMBER OF EMPLOYEES:
3 NON-OFFICE, 1 OFFICE = 1 SPACE
TOTAL S.F. OF OFFICE SPACE:
190 S.F. = 1 SPACE
TOTAL LINEAR FOOTAGE OF WASH BAY: 2 SPACES
TOTAL REQUIRED: 4 SPACES

PARKING PROVIDED:
COVERED PARKING SPACES: 30 SPACES
COVERED ACCESSIBLE PARKING SPACES: 2 SPACES
STANDARD PKG SPACES(SHARED TARGET): 13 SPACES
TOTAL PROVIDED: 45 SPACES

PROJECT DESCRIPTION

NEW EXPRESS CAR WASH FACILITY WITH 5,359 S.F. CAR WASH BUILDING, Thirty (30) SELF-SERVE COVERED VACUUM STATIONS, TWO (2) ADA PARKING SPACES AND THREE (3) COVERED PAY STATIONS.

LEGAL DESCRIPTION

PARCEL NO. 1:
BEING A PORTION OF LOT 24 OF CANYON TRAILS TOWNE CENTER, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 938 OF MAPS, PAGE 22.
NOTE: FINAL DESCRIPTION TO BE DETERMINED WITH APPROVED SURVEY.
PARCEL NO. 2:
A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC, VEHICULAR PARKING, LANDSCAPING, SIGNAGE, ACCESS, UTILITIES AND OTHER PURPOSES AS GRANTED
AND/OR PURPORTED TO BE GRANTED IN OPERATION AND EASEMENT AGREEMENT BY AND BETWEEN VESTAR ARIZONA XLIII, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY AND TARGET CORPORATION, A MINNESOTA CORPORATION, QUALIFIED TO DO BUSINESS IN ARIZONA AS TARGET STORES, INC., DATED JULY 30, 2007 RECORDED ON JULY 30, 2007 AND RECORDED IN DOCUMENT NO. 2007-0858801, IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, SUPPLEMENT TO OPERATION AND EASEMENT AGREEMENT RECORDED JULY 30, 2007 IN DOCUMENT NO. 2007-0858803 OF OFFICIAL RECORDS, SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED DECEMBER 07, 2007 AS 2007-1292640 OF OFFICIAL RECORDS, SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED MAY 23, 2013 AS 2013-0472452 OF OFFICIAL RECORDS AND SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED JUNE 21, 2013 AS 2013-0569440 OF OFFICIAL RECORD, SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS RECORDED OCTOBER 31, 2013 AS 2013-0954248 OF OFFICIAL RECORDS AND ASSIGNMENT OF OPERATING AGREEMENTS RECORDED DECEMBER 19, 2013 AS 2013-1072348 OF OFFICIAL RECORDS.
(BLANKET EASEMENT)

CITY OF GOODYEAR SITE PLAN NOTES

1. 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:
a. 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.
b. 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.
c. 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.
d. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
e. 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.
2. 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: City of Goodyear, Arizona Engineering Design Standards and Policies Manual Chapter 8 -Site Development 2017 Page 3 of 11
a. 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.
b. 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.
c. 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.
d. 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.
e. 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.
f. 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.
g. ALL REFUSE COLLECTION LIMITED TO 6AM TO 10PM

APPROVAL STAMPS

REGISTERED ARCHITECT
CERTIFICATE NO. 39051
JOHN A. DORBERT
Date Signed
ARIZONA, U.S.A.

1415 NORTH 7th AVENUE
PHOENIX, ARIZONA 85007

M3 DESIGN

COBBLESTONE AUTO SPA

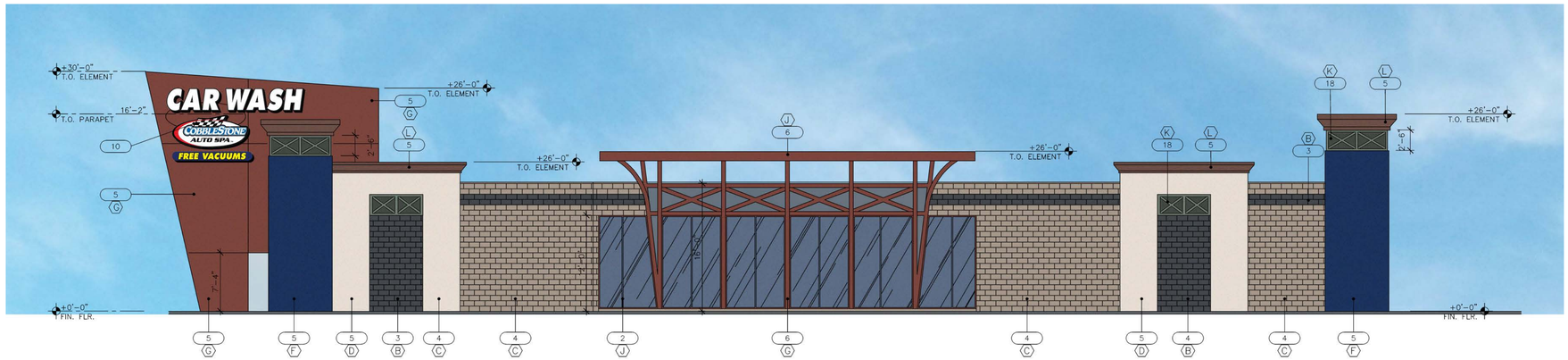
COBBLESTONE EXPRESS CARWASH
CANYON TRAILS RETAIL DEVELOPMENT
GOODYEAR, ARIZONA 85338

SITE PLAN

DATE: 2020-06-27
SCALE: SCALE
DRAWN BY: JM
PROJECT NUMBER: CBL19010.0

SHEET: DD1

PROJECT #: 20-60000034



EAST ELEVATION

SCALE: 1/8" = 1'-0"



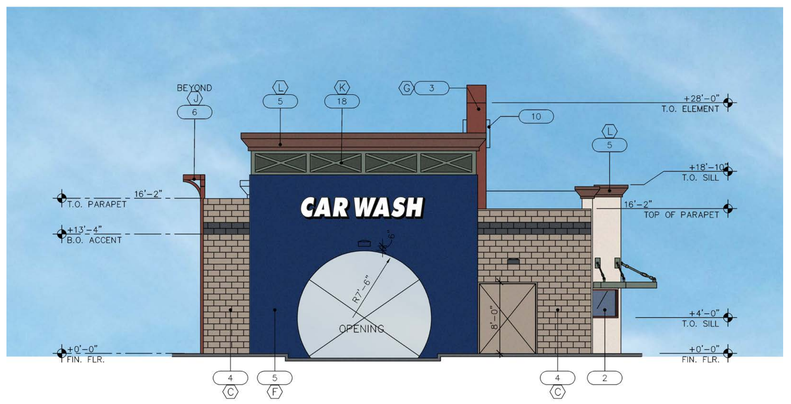
WEST ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"



SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

ELEVATION KEY NOTES

1. BUILDING ADDRESS – GC TO VERIFY LOCATION AND SIZE WITH CITY.
2. ALUMINUM FRAME WITH GLAZING.
3. SPLIT FACE CMU CONSTRUCTION.
4. CMU WALL CONSTRUCTION.
5. WESTERN 1-KOTE STUCCO FINISH – PAINTED.
6. TUBE STEEL STRUCTURAL FRAME.
7. HOLLOW METAL DOOR AND FRAME.
8. ROLL-UP METAL DOOR.
9. WALL MOUNTED LIGHT FIXTURE.
10. ILLUMINATED SIGNAGE REQUIRES SEPARATE PERMITS, APPROVALS AND IS UNDER SEPARATE CONTRACT – SHOWN FOR REFERENCE ONLY.
11. SES CABINET – PROVIDE PAINTED SHEET METAL CLOSUREFROM CABINAET TO WALL.
12. ROOF DRAIN AND OVERFLOW TO DAYLIGHT 12" A.F.G. PROVIDE BRASS NOZZLE AT DISCHARGE.
13. ALL RTU's TO BE SCREENED BY PARAPET TO TOP OF UNIT.
14. LINE OF ROOF BEYOND.
15. FIRE DEPARTMENT CONNECTION.
16. 2 x8 SMOOTH FACE CMU CAP BLOCK.
17. 2"x2" TUBE STEEL FRAME WITH 1"x1" TUBE STEEL PICKETS W/ INSECT SCREEN. PAINT FINISH.
18. TUBE STEEL GRILLE – PAINT FINISH
19. STUCCO EXPANSION JOINT

MATERIAL AND COLOR LEGEND

- (B) 8" ACCENT BLOCK, SPLIT-FACE FINISH, PAINTED SW-7076 "CYBERSPACE".
- (C) 8" BLOCK SMOOTH FINISH, PAINTED BENJAMIN MOORE #AC-36 "SHENANDOAH TAUPE".
- (D) 8" BLOCK, SPLIT-FACE FINISH, PAINTED DUNN EDWARDS #DE-1044 "RIZ TIDE".
- (E) PAINT TO MATCH ADJACENT WALL COLOR.
- (F) PAINT SHERWIN WILLIAMS 8122 "COBBLESTONE BLUE" DURATION BRAND EXTERIOR LATEX FLAT – ULTRADEEP BASE

COLOR CAST FORMULA

COLORANT	OZ	32	64	128
W1 WHITE	2	33	1	–
G2 NEW GREEN	10	51	–	1
L1 BLUE	22	59	1	1
R4 NEW RED	10	57	1	–

- (G) PAINT SHERWIN WILLIAMS #SW2307 "RED BARN".
- (H) PAINT BENJAMIN MOORE #AC-36 "SHENANDOAH TAUPE".
- (J) FINISH TO MATCH SHERWIN WILLIAMS #SW2307 "RED BARN".
- (K) PAINT ACCENT COLOR DEC-778 "BOXWOOD"
- (L) PAINT ACCENT COLOR DE-2920 "AZTEC PONY"

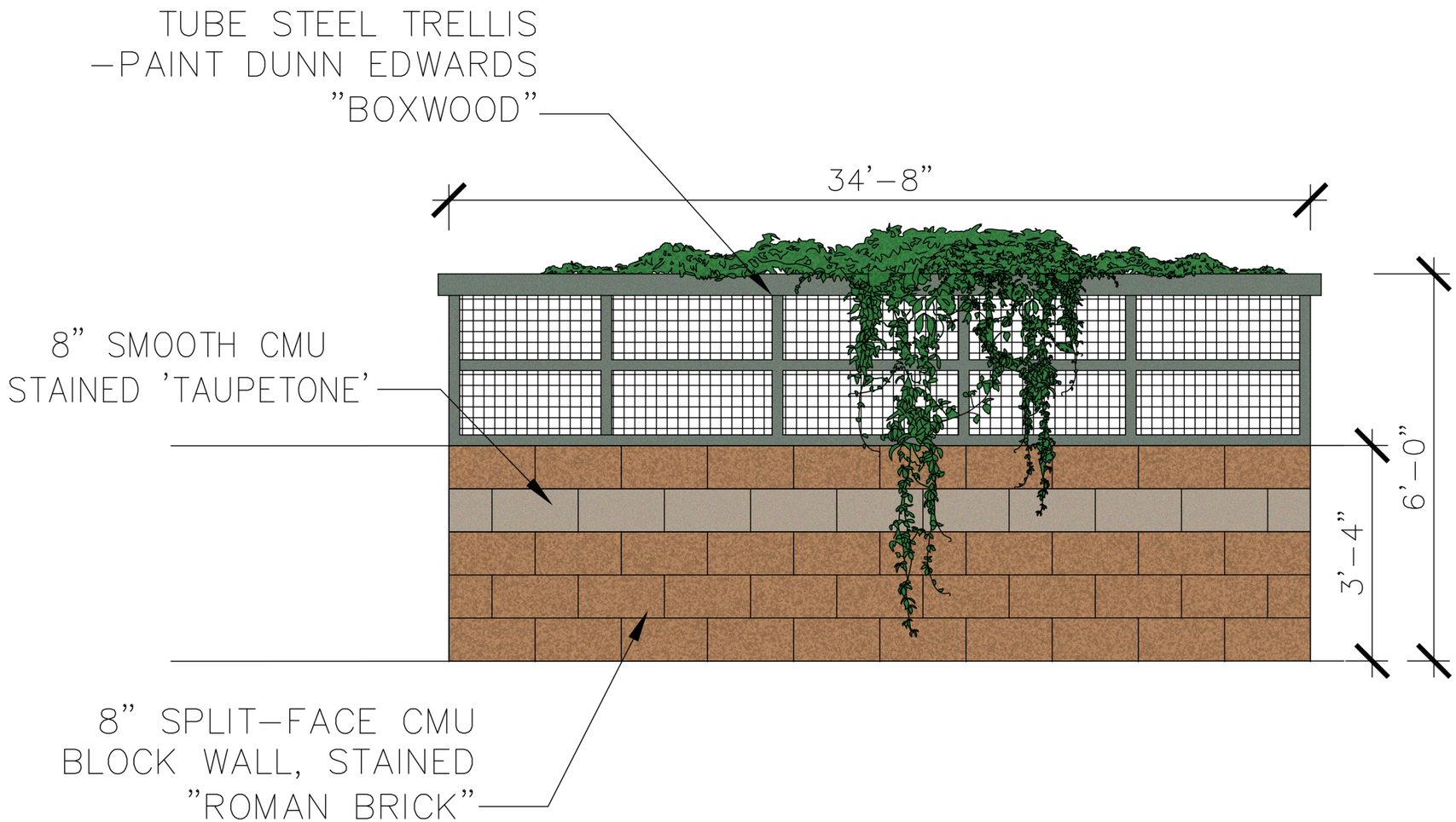


M3 DESIGN

COBBLESTONE AUTO SPA

COBBLESTONE AUTOSPA
CANYON TRAILS, GOODYEAR, AZ

PROJECT #20-60000034



BOXWOOD

ROMAN BRICK

TAUPETONE

SCREEN WALL/TRELLIS

SCALE: 1/2" = 1'–0"

COBBLESTONE AUTOSPA
CANYON TRAILS, GOODYEAR, AZ

PROJECT #20-0000034

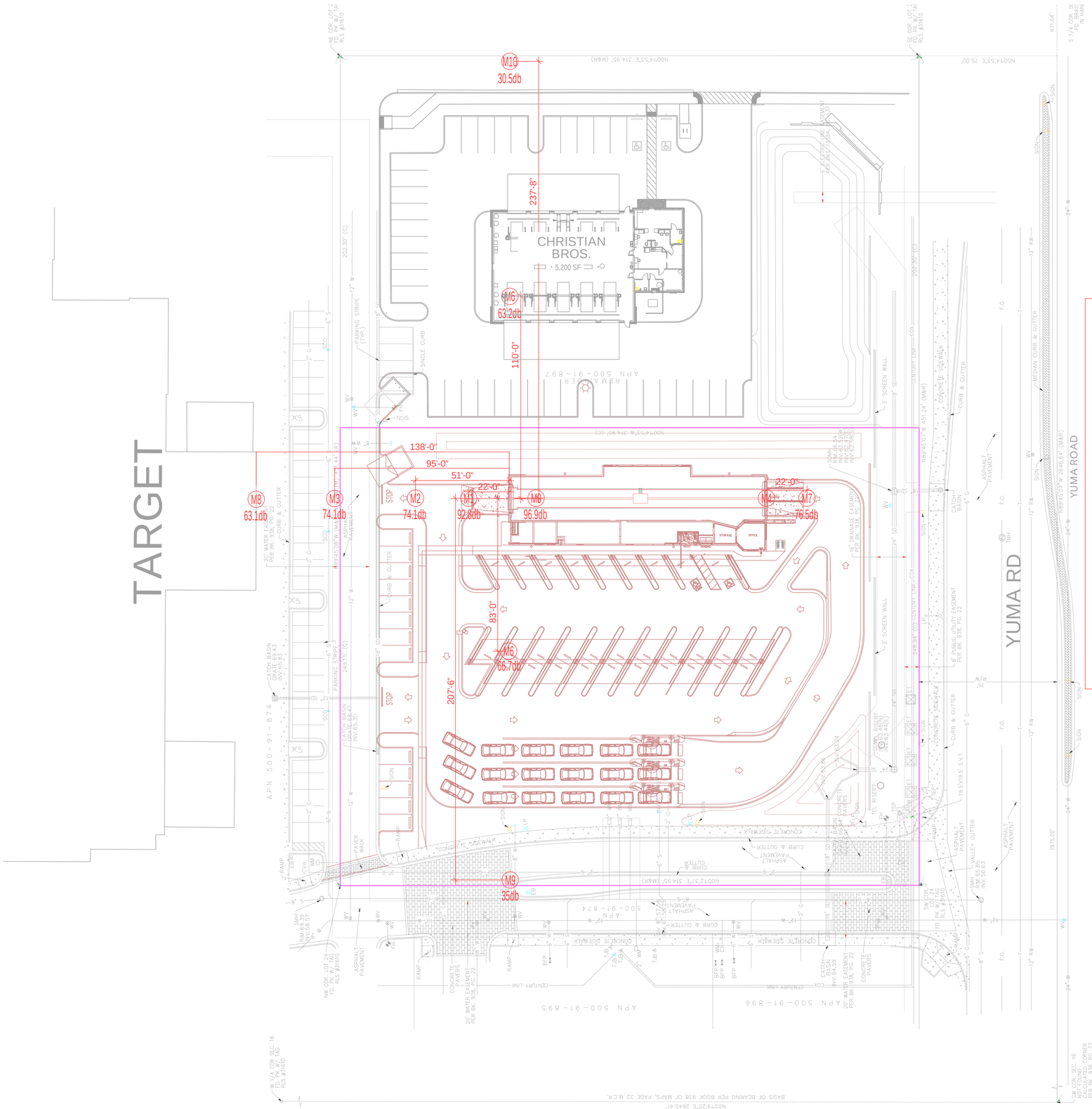


Table 1. Sonny's Dryer Blower Silencers Acoustical Test Results (Round 2)

Sonny's Car Wash Blower and Silencer Noise Measurement Tests 10/3/18

Prestige Car Wash - 4921 N. University Drive, Lauderhill, FL 33351

Site No.	Distance to Blowers* (feet)	Noise Measurement Site Location	Traffic Noise Influence**	Noise Level No Silencers dBA Leq	Noise Level With Silencers dBA Leq	Approx. Noise Reduction dBNR
M0	8	Inside tunnel near blowers towards exit	No	99.7	96.9	2.8
M1	22	Tunnel exit portal (east)	No	96.3	92.8	3.6
M2	51	Outside tunnel in direct line from exit	Slightly	84.8	80.3	4.5
M3	95	Outside tunnel in direct line from exit	Yes	78.4	74.1	4.3
M4	68	Tunnel entrance portal (west)	No	88.3	87.1	1.1
M5	110	Building facade adjacent property to south	Yes	65.7	63.2	2.5
M6	83	Northern property line	Yes	69.7	66.7	3.1
M7	99	Outside tunnel in direct line from entrance	No	77.7	76.5	1.2
M8	10	Inside office/waiting room area	No	67.9	66.1	1.7

*Blowers are located approximately 22 feet inside the car wash tunnel exit and approximately 68 feet inside the tunnel entrance.

**Traffic noise from N. University Drive NB & SB movements did have an impact on some noise measurements that were farther away from the blower noise.

PROJECT #20-0000034

Healthy Hearing

Decibels	Source of noise	Danger level
30	Whisper	●
60	Normal conversation	●
70	Washing machine	●
90	City traffic	▲
100	Power tools	▲
110	Live concert	▲
120	Ambulance siren	■
140	Jet engine taking off	■
160	12-gauge shotgun	■

Safe — Caution — Danger

www.healthyhearing.com

Cobblestone Express Car Wash

Use Permit

Location

W YUMA ROAD

- Use Permit for drive-thru car wash
- 1.81 acre site
- PAD zoning



Location

W YUMA ROAD

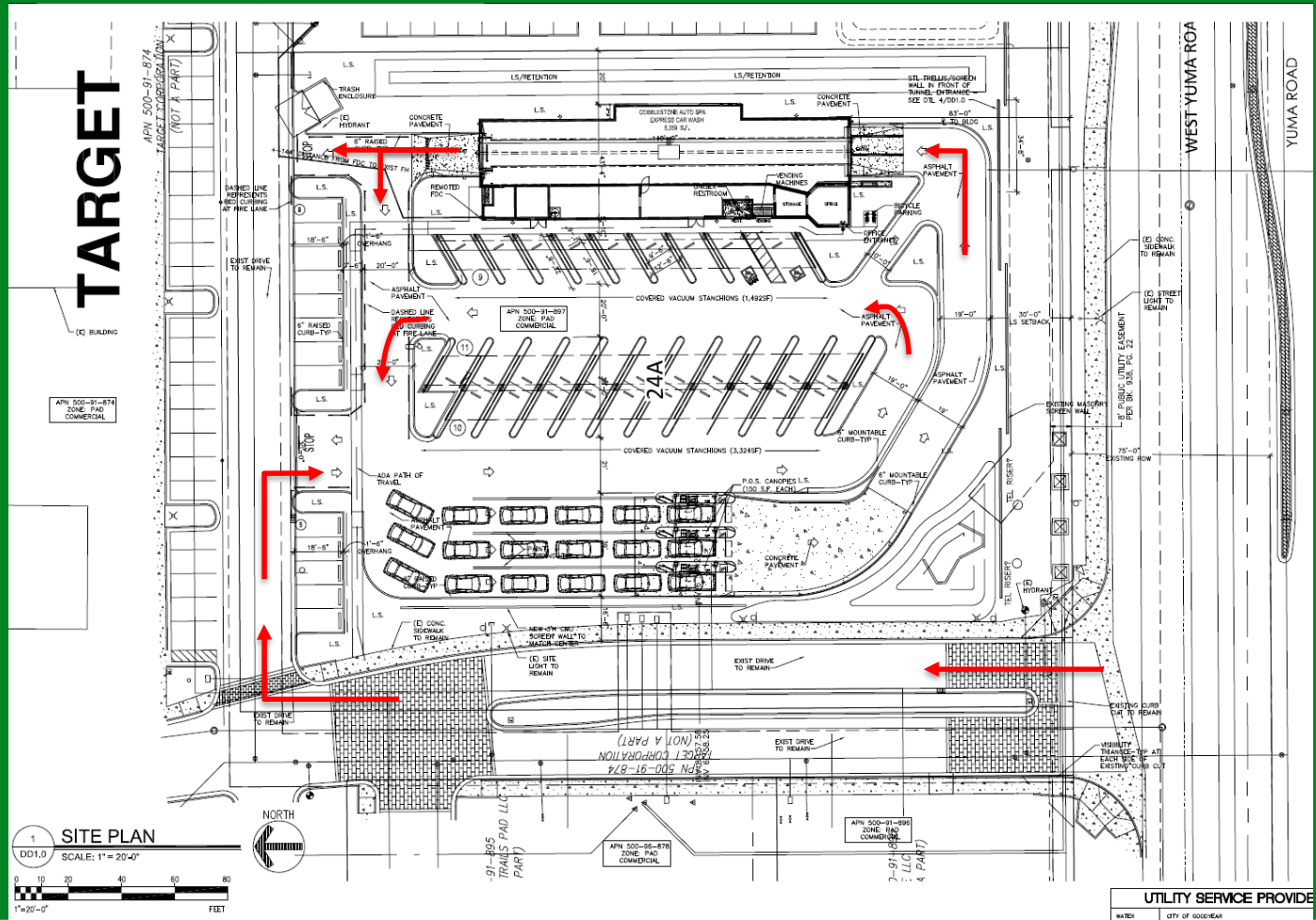
- Within Canyon Trails Towne Center



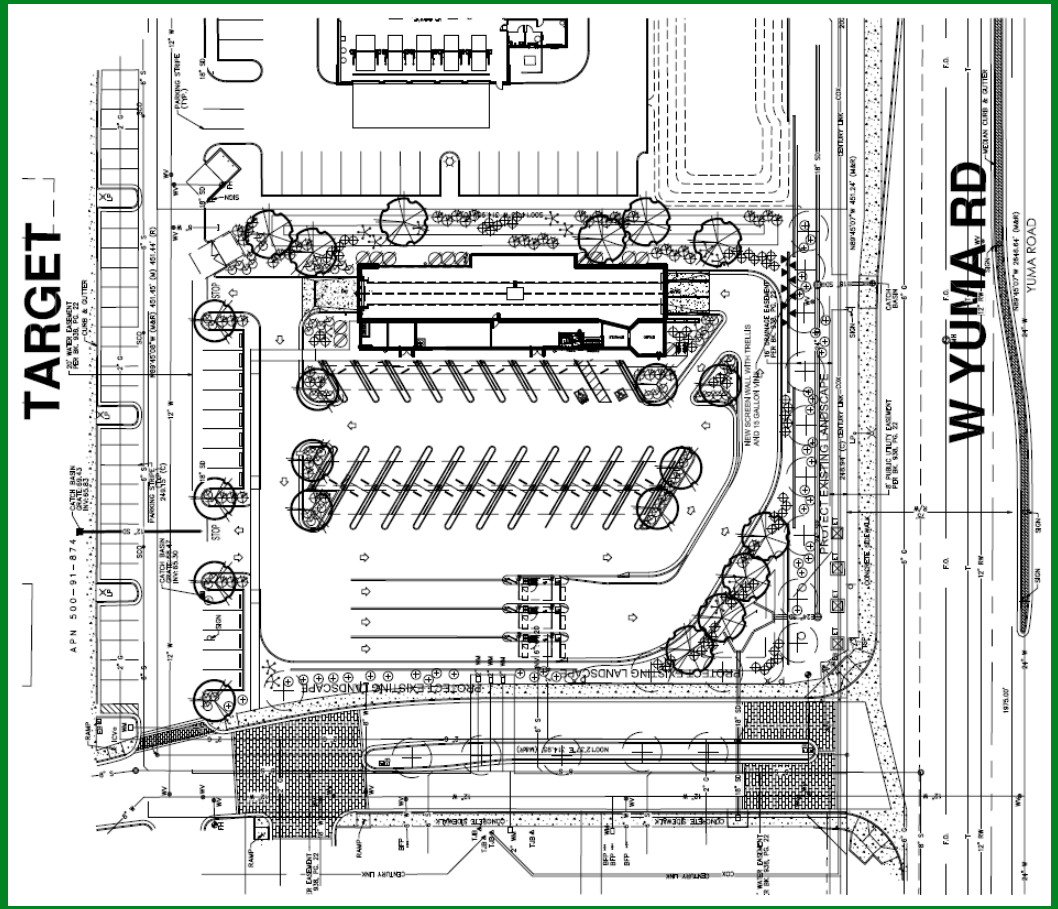
Canyon Trails Towne Center PAD Conceptual Site Plan

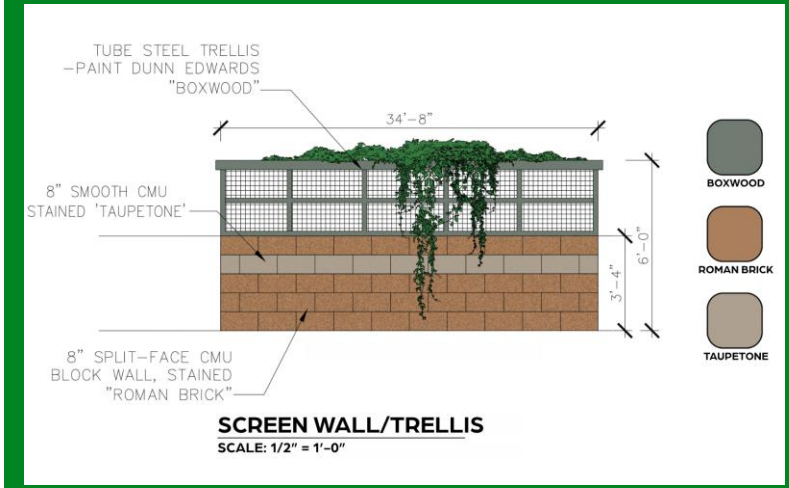


Conceptual Site Plan

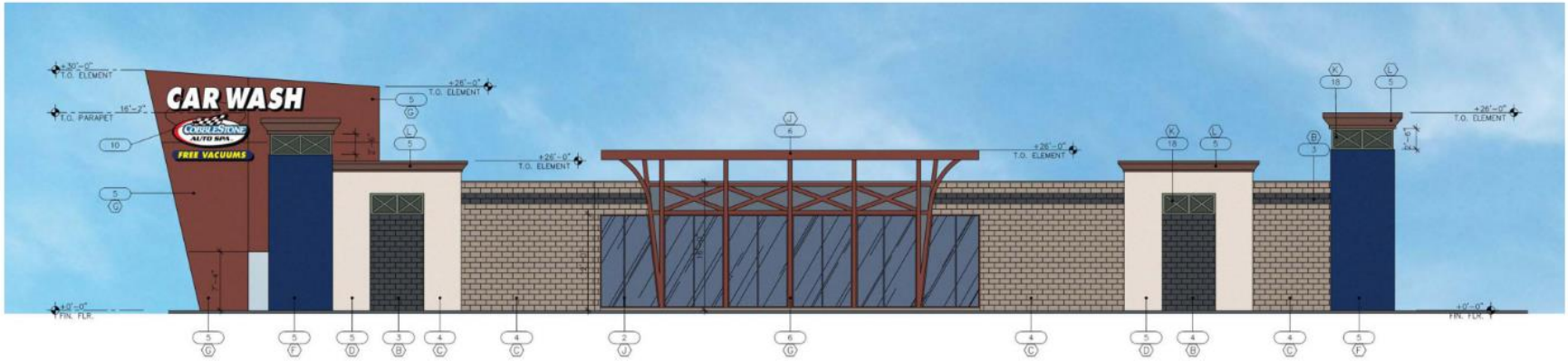


Conceptual Landscape Plan





Conceptual Elevations



EAST ELEVATION
SCALE: 1/8" = 1'-0"



WEST ELEVATION
SCALE: 1/8" = 1'-0"

Conceptual Elevations



NORTH ELEVATION
SCALE: 1/8" = 1'-0"



SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

Noise Exhibit

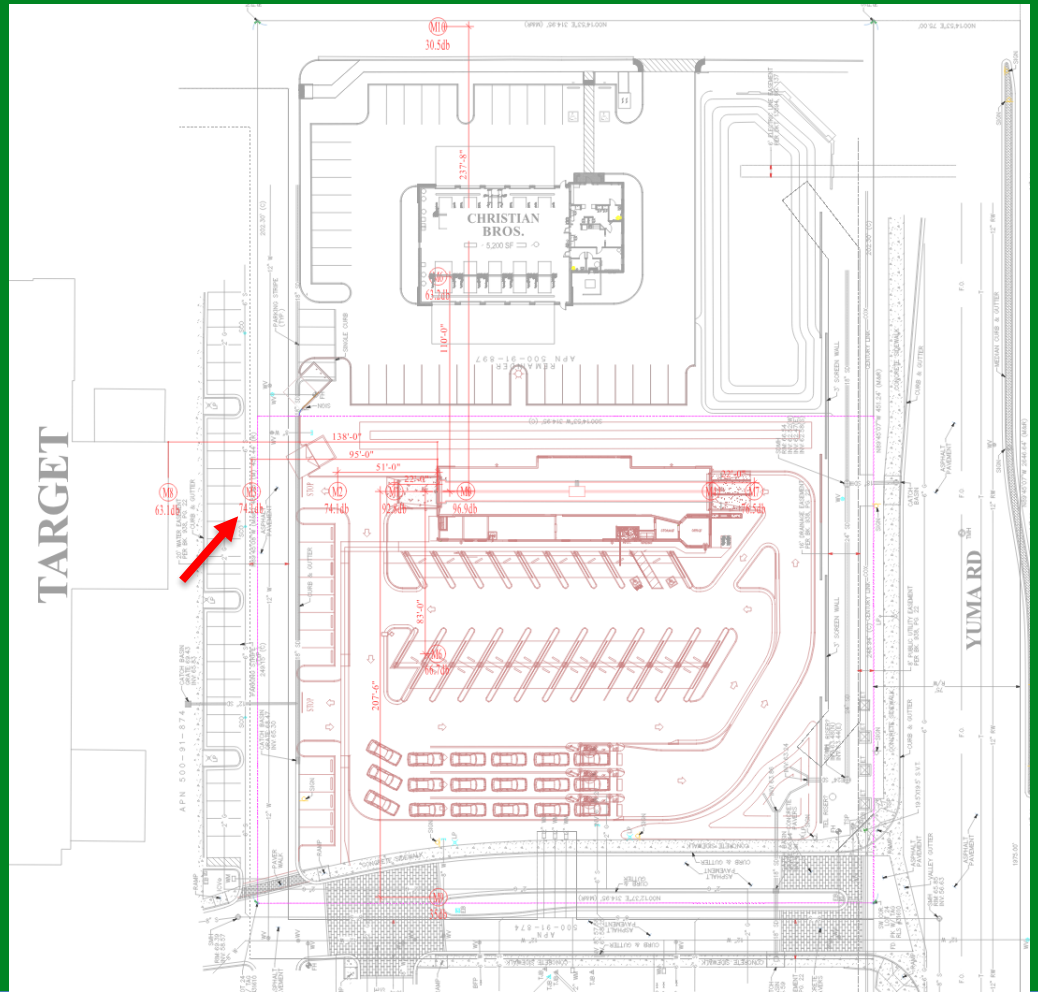
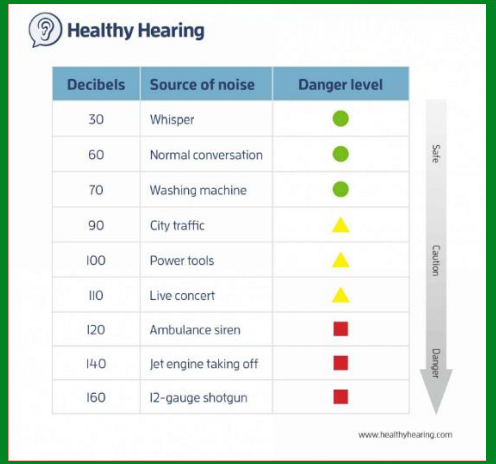


Table 1. Sonny's Dryer Blower Silencers
Acoustical Test Results (Round 2)

Sonny's Car Wash Blower and Silencer Noise Measurement Tests 10/3/18						
Prestige Car Wash - 4921 N. University Drive, Lauderhill, FL 33351						
Site No.	Distance to Blowers* (feet)	Noise Measurement Site Location	Traffic Noise Influence**	Noise Level No Silencers dBA Leq	Noise Level With Silencers dBA Leq	Approx. Noise Reduction dBNR
M0	8	Inside tunnel near blowers towards exit	No	99.7	96.9	2.8
M1	22	Tunnel exit portal (east)	No	96.3	92.8	3.6
M2	51	Outside tunnel in direct line from exit	Slightly	84.8	80.3	4.5
M3	95	Outside tunnel in direct line from exit	Yes	78.4	74.1	4.3
M4	68	Tunnel entrance portal (west)	No	88.3	87.1	1.1
M5	110	Building facade adjacent property to south	Yes	65.7	63.2	2.5
M6	83	Northern property line	Yes	69.7	66.7	3.1
M7	99	Outside tunnel in direct line from entrance	No	77.7	76.5	1.2
M8	10	Inside office/waiting room area	No	67.9	66.1	1.7

*Blowers are located approximately 22 feet inside the car wash tunnel exit and approximately 68 feet inside the tunnel entrance.

**Traffic noise from N. University Drive NB & SB movements did have an impact on some noise measurements that were farther away from the blower noise.



Recommendation

CONDITIONAL APPROVAL SUBJECT TO STAFF STIPULATIONS

- Application complies with city requirements
- Staff received no opposition from the public
- Planning and Zoning Commission recommended approval (7-0)



Thank you

AGENDA ITEM #: 10.
DATE: 03/22/2021
CAR #: 2021-7210

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE THE ARIZONA STATE LAND DEPARTMENT REZONE

STAFF PRESENTER(S): Katie Wilken, Planning Manager

OTHER PRESENTER(S):

Jon Froke, Arizona State Land Department, Carolyn Oberholtzer, Bergin, Frakes, Smalley & Oberholtzer, PLLC

SUMMARY:

Request to rezone approximately 1,060 acres of State Trust Land located east of Perryville Road, south of Indian School Road, west of Citrus Road and north of McDowell Road from Agricultural (AG) to Planned Area Development (PAD).

Recommendation:

1. Conduct a public hearing to consider a request to rezone approximately 1,060 acres located east of Perryville Road, south of Indian School Road, west of Citrus Road and north of McDowell Road from Agricultural (AG) to Planned Area Development (PAD).
2. Alternative Actions
    a. Deny the request to rezone property from the Agricultural (AG) zoning district to the Planned Area Development (PAD) zoning district; or,
    b. ADOPT RESOLUTION NO. 2021-2140 DECLARING A PUBLIC RECORD THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED “OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-01 CITY OF GOODYEAR, AZ – REZONE CASE”; “LEGAL DESCRIPTION – ASLD REZONE”; AND “ARIZONA STATE LAND DEPARTMENT PAD, DATED MARCH 11, 2021”
    c. ADOPT ORDINANCE NO. 2021-1497 CONDITIONALLY REZONING APPROXIMATELY 1,060 ACRES GENERALLY LOCATED EAST OF PERRYVILLE ROAD, SOUTH OF INDIAN SCHOOL ROAD, WEST OF CITRUS ROAD, NORTH OF MCDOWELL ROAD; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES. (Katie Wilken, Planning Manager)

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. Unless otherwise provided by a development agreement approved by the City Council, the developer is responsible for construction of all infrastructure necessary to serve the property. The development of the infrastructure to serve the property and the development of the facilities on the property 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 and that are constructed by the developer will be conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS:

The property was annexed into the city in 1982 with the adoption of Ordinance 82-141. In accordance with a development agreement adopted by Resolution 07-1131, an application to rezone the subject property to Preliminary PAD was filed in 2009 (Case 09-200-00005). The rezone application included multiple State Trust Land properties located throughout the city. Due to the downturn in the economy, the application was withdrawn and not pursued any further.

The property is State Trust land that is managed by the Arizona State Land Department (ASLD). State Trust land is different from public land such as parks or National Forests. Trust lands are managed by the ASLD to generate revenue for K-12 schools and 12 additional institutional beneficiaries. The Trust accomplishes its mission through the sale and lease of Trust lands for grazing, agriculture, municipal, residential, commercial, mining and other purposes. The ASLD, serving as the fiduciary for the Trust, is required by the Arizona Constitution to receive maximum value for the sale or lease of Trust lands for the benefit of the Trust.

A large portion of the property is within the Luke Air Force Base high noise contours and the Accident Potential Zone II (APZ II). According to Arizona Revised Statute 28-8481, cities with property within the high noise contours or accident potential zones adopt general plans for property in the high noise or accident potential zone to assure development compatible with the high noise and accident potential generated by military airport and ancillary military facility operations that have or may have an adverse effect on public health and safety. The Goodyear General Plan designates the areas within the high noise contours and APZ II as Luke Compatible Land Use Overlay which requires conformance with ARS 28-8481.

STAFF ANALYSIS

Current Policy:

A rezoning request requires public review and vote by the Planning and Zoning Commission and the City Council. The proposed rezoning must be in conformance with the General Plan and should not adversely impact the surrounding area. As set forth below, the proposed zoning is both consistent with the General Plan and will not adversely impact the surrounding area.

Details of the Request:

Given its Constitutional mandate to receive maximum value for the sale or lease of Trust Lands, it is incumbent upon ASLD to plan these properties to maximize their ultimate value.

Accordingly, the ASLD is in the process of re-evaluating the existing development plans for the property, and is working with the City of Goodyear to develop plans that are appropriate for the area and that will meet market demands. To that end, the ASLD has requested a rezone to 1,060 acres to Planned Area Development (PAD). The subject property is currently used for commercial farming and related agricultural uses and is zoned Agricultural (AG). The proposed PAD would allow for a variety of land uses including retail, office, and industrial uses.

The general plan designates a portion of the property, located at southeast corner of Indian School Road and Perryville Road as designated Business and Commerce, which allows for multi-family, commercial, and light industrial uses. The majority of the property is designated as Industrial with the Luke Compatible Land Use Overlay. The Luke Compatible Land Use Overlay follows the high noise contour designation and also encompasses the APZ II which runs through a portion of the property. This overlay requires conformance with Arizona Revised Statute 28-8481 which restricts uses in the high noise contours and the APZ II. Generally, residential uses are not permitted in the high noise contour area and retail, assembly, and commercial uses are not permitted in the APZ II.

The proposed PAD includes three land use zones:

- Office Zone – the office zone is located along Indian School Road and Perryville Road. It extends ¼ mile from Indian School Road and Perryville Road. This zone serves as a buffer between the adjacent residential neighborhoods and the higher intensity industrial development.
- Light Industrial Zone – the light industrial zone is located along Perryville Road south of the Thomas Road alignment. It is a ¼ mile square. This zone is across Perryville Road from Scott L Libby Elementary School. The purpose of this zone is to provide a buffer near the elementary school.
- General Industrial Zone – the remainder of the property is within the General Industrial zone.

The development standards for the three land use zones are provided below. A chart of comparable city districts are also provided.

City Zoning Districts (for comparison):

	AG (current)	C-2	I-1	I-2
Minimum Lot Size	10 acres	10,000 sf	1 acre	5 acres
Maximum Height	30-feet	56-feet	50-feet	50-feet
Minimum Setbacks				
Front	20-feet	30-feet	30-feet	50-feet
Side	20-feet	0-feet	30-feet	30-feet
Rear	100-feet	0-feet	20-feet	50-feet
Street Side	100-feet	30-feet	30-feet	30-feet

Proposed ASLD PAD Districts:

	Office Zone	Light Industrial Zone	General Industrial Zone

Maximum Building Height (limited to 56-feet within 500-feet of existing residential uses)	80-feet maximum	80-feet maximum	80-feet maximum without zoning permit 150-feet maximum with approval of a zoning permit
Maximum Height - Accessory Structures (limited to 56-feet within 500-feet of existing residential uses)	80-feet maximum	80-feet maximum without zoning permit 220-feet maximum with approval of a zoning permit	80-feet maximum without zoning permit 220-feet maximum with approval of a zoning permit
Minimum Setbacks			
Indian School	100-feet (50-feet landscape yard)	NA	NA
Perryville	100-feet (50-feet landscape yard)	50-feet	50-feet
McDowell	NA	NA	30-feet
Citrus	30-feet	NA	30-feet
Other Public Streets	30-feet	30-feet	30-feet
Interior (front, side, rear)	0-feet	0-feet	0-feet
Setbacks from other uses/properties	30-feet	30-feet	30-feet

Since the Planning and Zoning Commission meeting, the PAD was amended based on public input:

- A statement was added that site plans and zoning permits represent conditional approvals and are subject to the FAA Obstruction Analysis. This was added after discussion with Luke Air Force Base regarding the process for determining whether proposed development will impact its operations.
- Agricultural uses were added as a permitted use in all zones.
- Emissions testing was removed as a permitted use in the Office zone although it should be noted that if the state wishes to locate an emissions testing facility on the site, the City of Goodyear cannot regulate the state.
- Chimneys and towers were removed as listed architectural features. This section was copied from the Goodyear Zoning Ordinance and pertains to residential homes.
- A scrivener's error was fixed.

Evaluation Criteria:
Per the City of Goodyear Zoning Ordinance, the city's review and recommendation on a zoning amendment is to be guided by the following criteria:

1. *Consistency with the General Plan.*

   The property is designated "Industrial" which permits light industrial and general industrial zoning and "Business and Commerce" which permits commercial and light industrial zoning. The PAD will be in conformance with the General Plan land use plan.

The following development standards also apply to the property:

Standard 37. Light industrial uses such as warehousing or distribution centers are appropriate throughout the Business & Commerce category but should be buffered from residential uses.

Standard 43. General industrial uses are appropriate within the Industrial category and should be buffered from residential uses and commercial assembly, entertainment, and retail uses.

Staff Analysis. The “office zone” category has been designated adjacent to residential uses. Internet fulfillment/distribution and general industrial uses are not permitted in this zone in order to keep high truck traffic uses and dock doors away from the residential uses. A building setback of 100-feet and landscape yard of 50-feet has been established along Indian School Road and Perryville Road across from the residential uses. The PAD established setback is twice the required building setback for the city’s I-2 zoning district which is 50-feet. Additional landscaping is required in this landscape yard. The typical tree planting along streets is one tree per every 25 linear feet. The landscape yards described above must have two continuous offset rows of trees every 20-feet.

Standard 44. Office, warehousing, and other light industrial uses are appropriate throughout the Industrial category and should be used to provide a buffer between higher intensity uses within the industrial category and other land use categories.

Staff Analysis. The “office zone” category and “light industrial zone” category have been used to create a buffer between the adjacent residential developments and the higher intensity uses.

Standard 46. Industrial land uses are encouraged to locate within and adjacent to the Luke Compatible Land Use Overlay and the 65 DNL noise contour of the Phoenix? Goodyear Airport to protect the Phoenix? Goodyear Airport and Luke Air Force Base from encroachment, and to capitalize on these major assets.

Standard 60. Land uses are restricted within the 65 DNL and the Accident Potential Zone (APZ). The City of Goodyear defers to State Statute and the Western Maricopa/Luke Air Force Base County Regional Compatibility Plan, March 2003.

Standard 62. New residential uses and assembly uses shall not be approved within the LCLUA Overlay.

Staff Analysis. The PAD identifies the Accident Potential Zone (APZ) and noise contours and restricts incompatible land uses in accordance with state statutes.

2. *Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.*

   The property is generally flat and used for agricultural uses. There is no flood plain designation on the property. An irrigation canal runs along the western and northern edge of the property. A 230kv power line runs along the western edge of the property. These features are generally compatible with office/business park/industrial.

3. *Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.*

   Current and future uses and development of the properties surrounding the subject property include:

- North:
  - City of Goodyear
  - Land Use: Sedella residential neighborhood
  - Zoning: Planned Area Development (residential & commercial)
- East:
  - City of Goodyear
  - Land Use: PV303 Business Park and Perryville Prison
  - Zoning: Planned Area Development (industrial), Agricultural (AG)
- South:
  - City of Goodyear and Unincorporated Maricopa County
  - Land Use: commercial businesses and Canada Village residential neighborhood (not adjacent)
  - Zoning: Mix of commercial & industrial zoning districts
- West:
  - City of Buckeye and Unincorporated Maricopa County
  - Land Use: Litchfield Farms and miscellaneous residential, agricultural, and vacant land. Scott L Libby Elementary school is located at the southwest corner of Perryville Road and Thomas Road.
  - Zoning: RU-43 (County 1-acre lots) and miscellaneous agriculture/residential zoning.

The property to the north and west include residential neighborhoods including Sedella and Litchfield Farms. Canada Village residential neighborhood is located to the south of the property on McDowell Road and is within the notice area but is not directly across from the rezoning area.

A unique land use zone, the “office zone” has been created to buffer the residential neighborhoods from the industrial development. Retail and office uses are permitted in this zone. Internet fulfillment/distribution and heavier industrial uses are not permitted in this zone. Manufacturing and assembly uses can be located in this zone but any use must be conducted entirely indoors. Dock doors are not permitted to face Perryville Road north of Thomas Road nor Indian School Road, even with screening.

Additional buffering is being required along Indian School Road and Perryville Road north of Thomas Road. A 100-foot building setback is created. This means any above ground structure must be set back at least 100-feet from the property line. A 50-foot landscape yard is required meaning no parking lots or driveways can be placed in the landscape yard. Driveway cuts are permitted.

The back wall of homes in the Litchfield Farms neighborhood that back up to Perryville Road will be approximately 210-feet from buildings and structures. The back wall of homes in the Sedella neighborhood that back up to Indian School Road will be approximately 320-feet from buildings and structures.

4. *Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under the proposed zoning district would be better suited to the subject property than the uses allowed under the current zoning.*

   The property is currently zoned AG. The proposed zoning is consistent with zoning on the property adjacent to the southern boundary of the Property, which is zoned commercial and with the property to the east of the Property, the Property is not suitable for residential development. The Luke Air Force Base Accident Potential Zone II (APZ II) is located in the south half of the property. The 70-DNL and 65-DNL runs through the majority of the property. Only a small area in the northwest portion of the project does not have Luke Air Force base impacts.

   State Law has limitations on the uses that are permitted in these areas. Such as:
   - New residential development is not permitted in any of these districts
   - Retail, medical services, and assembly uses are not permitted in the APZ II area

5. *Demand for the types of uses permitted in the proposed zoning district in relation to the amount of land currently zoned and available to accommodate the demand.*

   There is demand for business park and industrial development. The nearby PV303 development is beginning to be built-out.

6. *Demands for public services that will be generated by the uses permitted in the proposed zoning district.*

   School Districts:
   The subject property is located within the Litchfield Elementary School District and the Agua Fria High School District. The project does not include residential and so no school analysis has been conducted.

   Fire Response:
   The subject property is served by Fire Station 185 which is located at N. PebbleCreek Parkway and Clubhouse Drive. Since driveway locations have not yet been determined, the longest possible path/times have been reported. Emergency responses to this property are within the 7-10 minute estimate.

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
Station #185	9.22	4.61	9.22	4.61	Station #184/181	11.38	5.69	11.38	5.69

Police Response:
The proposed development is located within an existing police patrol beat and the current level of service within the beat can accommodate the development of the property.

Streets/Transportation:
Except as otherwise provided in a development agreement approved by the City Council, the owner will be responsible for constructing half-street improvements for Citrus, Perryville, McDowell, and Indian School along or adjacent to the Property and, depending upon how the Property is developed, full-street improvements for the section of Thomas Road located within the Property. In addition, and except as otherwise provided by a development agreement approved by the City Council, owner will be responsible for constructing all other off-site street improvements needed to support the development of the Property as determined by Traffic Impact Studies that will be required through the development of the Property.

Water/Wastewater:
Water service is provided by EPCOR and wastewater service is provided by the city of Goodyear. Owner shall be responsible for constructing all infrastructure required by EPCOR as a condition of EPCOR providing water service to the Property. Except as otherwise provided in a development agreement approved by the City Council, the owner will be responsible for constructing all infrastructure required by the City to provide wastewater service to the Property.

7. *Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.*

   The proposed rezoning is within proximity to existing public services. In the absence of a development agreement approved by City Council to the contrary, the property owner and/or developer will be responsible for the costs of making the necessary connections to these existing services.

8. *General public concerns.*

   The citizen review process was noticed by a mailer sent to property owners within 500-feet of the subject property on February 1, 2021, as well as stakeholders including Luke Air Force Base, the school districts, and neighboring municipalities. Three signs posted on the property on February 1, 2021. The mailers and signs noticed submittal of the application and that a neighborhood meeting would be held on February 16, 2021.

   Ahead of the meeting, 22 phone calls and e-mails were received. The majority of the comments expressed concerns with the proposal. A neighborhood meeting was held via zoom on February 16, 2021. Over 100 interested parties logged into the meeting. There were many questions and concerns voiced at the meeting. While there were many concerns and comments noted, in general, the comments focused on:

- Industrial Land Use. There were many comments received concerned with the proposed industrial land use on the property and its close proximity to the residential neighborhoods. Concerns included noise, odor, emissions, traffic, and the aesthetics of

industrial land uses.

- Traffic. There were many comments regarding traffic. Concerns focused on truck traffic and the potential impact truck traffic may have on the neighborhoods. Noise and air quality impacts were noted as concerns. The ability to make left turns, especially during morning commute times, were questioned by both Sedella and Litchfield Farms residents.
- Improvements to Perryville Road and Indian School Road. There were several questions regarding the improvements to Perryville Road and Indian School Road including how close the pavement would get to existing homes, if improvements would impact the existing driveways into the neighborhoods, and where traffic signals would be located. There were concerns expressed with the loss of the mature pine trees along Perryville Road that might be caused by the roadway improvements.
- Loss of Farming. There were questions regarding the impact of losing agricultural land use, particularly Duncan Family Farms which grows food.

    Duncan Family Farms currently leases the property north of the Thomas Road alignment from ASLD and that lease expires on February 14, 2022. The area of land south of the Thomas Road alignment is leased from the ASLD to the Arizona Department of Corrections (ADOC) and Duncan Family Farms has a Special Land Use Permit (SLUP) for their farming operations. The SLUP may be terminated with 25 days notice. Duncan Family Farms has been sent notice of the rezoning request. To date, there have been no comments received by Duncan Family Farms.

There were several comments received before, during, and after the neighborhood meeting that have expressed opposition to the rezoning.

At the neighborhood meeting, interested parties were informed that they may continue to direct questions and comments to city staff or they could contact city staff to ensure they were on the notification list. After the neighborhood meeting, an additional 12 calls and e-mails have been received. A copy of all written comments that were received by noon on Friday, March 5th have been included in this packet. Any written comments received by 3:00 P.M. on Wednesday, March 10th will be read into the record.

The public hearing before the Planning and Zoning Commission on March 10, 2021 was noticed in the Arizona Republic, Southwest Edition, on February 19, 2021. Notices were sent to property owners within 500-feet of the subject property, those who have requested notice, and other stakeholders, by U.S. Mail on February 15, 2021. Three signs were posted on the property on February 19, 2021. The notice was posted on the city website at www.goodyearaz.gov/devapps.

The Planning and Zoning Commission held a public hearing at their regular meeting on Wednesday, March 10, 2021. At the meeting, Planning Manager Katie Wilken made a presentation regarding the rezoning proposal and staff analysis. Jon Froke, representing the applicant, the Arizona State Land Department, addressed the Planning and Zoning Commission and stated he was available for questions.

There were five members of the public who spoke regarding the request. Hector Hernandez, a representative of the carpenters union, spoke on behalf of the union members supporting the rezoning request based on the jobs that would be generated. Although Andrew Decker spoke in opposition to the rezoning, his concerns were limited to potential accidents from faulty F-35s and the potential for contaminated groundwater

based on what is occurring at Luke Air Force Base. Leslie Levann, a resident of Litchfield Farms neighborhood stated her home backs up to Perryville. She spoke in opposition, citing concerns with lights, noise, an increase in crime resulting from the development and traffic along Perryville, which would put students at the nearby school at risk. She further stated the development's contributions to the tax base would be minimal because of tax breaks given to businesses. Steve Mason, a resident of Sedella, also spoke in opposition, stating concerns with safety because of increased traffic and the environmental impact. Jessica Wade, a resident of Litchfield Farms spoke in opposition. She stated she was not in favor of the proposal but understood the area would develop. She requested uses that create truck traffic be removed from the office zone, that driveways be restricted, emissions testing facilities not be permitted in the office zone, the height in office be reduced to 40-feet within 500-feet and 60-feet beyond, and that trees be 48 inch box trees. There were four written comments that were sent to staff which were read into the record by staff member Christopher Baker. A copy of those written comments have been included with the other public comments provided in the agenda packet.

The Planning and Zoning Commission made a motion to approve the request and discussed the proposal. Vice Chairman Barnes stated that normally if a zoning proposal meets the general plan he would not deny the proposal but since it was state land, it was our land and stated he thought it should remain agricultural and encouraged the body to say no to the rezone and leave it as is. Commissioner Clymer stated he couldn't see pushing this aside if the state is going to move forward with the auction and asked if that was correct. Chairman Bray sated the state land commission is responsible to the beneficiaries and not the taxpayers and asked staff to weigh in. Mr Baker stated the state land department has a fiduciary responsibility and the auction is scheduled for April 21st. Mr. Baker continued that this zoning is in preparation for the auction so there are standards in place, a future property owner could request rezoning changes. We do not know if there will be bidders or who may win. Mr. Baker added that the property is impacted by Luke Air Force Base and the rezoning is a compromise situation between residents, the state land department, and Luke.

Commissioner Ellison asked if the auction would take place regardless of the zoning change. Mr. Baker confirmed that it would. Commissioner Ellison stated if the zoning is changed, we are making it easier for a bidder. Commissioner Kish stated he was concerned with the heights over 100-feet and suggested a stipulation to limit height to 80-feet. Commissioner Molony agreed with Commissioner Barnes that the property should remain agricultural and stated the proposed height is a concern as well as having industrial development within proximity to Sedella. Commissioner Molony noted the proposed development would change the entire look of the area and the feel of the community. Commissioner Steiner stated the property would be either industrial or agricultural because of the Luke Air Force Base overlay zone. He noted that some action had to be taken so that there is certainty as to what can be built when the property sells. Chairman Bray stated that the only way to ensure it remains agriculture is for someone to purchase it and keep it agricultural. He noted that other communities have acquired property in order to limit development and to control the uses and that is what the City would need to do if the City wanted the property to remain in agricultural production.

The motion to approve the rezone request failed by (3-4) vote. According to the Planning and Zoning Commission rules of procedure, when a motion in favor of an application fails

to receive an affirmative majority vote, it shall be entered into the minutes as a vote to deny the application.

The public hearing before the City Council on March 22, 2021 was noticed in the Arizona Republic, Southwest Edition on February 19, 2021. Notices were sent to property owners within 500-feet of the subject property, those who have requested notice, and other stakeholders, by U.S. Mail on February 15, 2021. Three signs were posted on the property on February 19, 2021. The notice was posted on the city website at www.goodyearaz.gov/devapps.

9. *Whether the amendment promotes orderly growth and development.*

   The subject property is adjacent to existing development and located within the proximity of City services and infrastructure.

10. *Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public.*

    The proposed development on the Property will have a positive impact to the general health, safety and welfare of the citizens of the City and the general public.

Recommendation:
The Planning and Zoning Commission recommendation is for denial of this rezoning request for the reasons as stated herein.

Should the Council choose to approve this request, then staff has proposed several stipulations of approval, and as provided within draft Ordinance No. 2020-1497. It should be noted that the applicant has reviewed the stipulations as presented within the draft ordinance and finds them acceptable.

Attachments

Resolution
Supplementary Zoning Map
Legal Description
ASLD PAD
Ordinance
Aerial Photo
Public Comments
Presentation

RESOLUTION NO. 2021-2140

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING A PUBLIC RECORD THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-01 CITY OF GOODYEAR, AZ – REZONE CASE"; "LEGAL DESCRIPTION – ASLD REZONE"; AND "ARIZONA STATE LAND DEPARTMENT PAD, DATED MARCH 11, 2021".

Be it resolved by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, as follows:

SECTION 1. DECLARATION OF PUBLIC RECORDS

That certain document titled "Official Supplementary Zoning Map No. 20-01 City of Goodyear, AZ – Rezone Case", a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

That a certain document titled "Legal Description – ASLD REZONE", a copy of which is attached hereto as Exhibit B, is hereby declared a public record.

That a certain document titled "Arizona State Land Department PAD, dated March 11, 2021", a copy of which is attached hereto as Exhibit C, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of rezoning Ordinance No. 2021-1497.

SECTION 3. COPIES FILED WITH THE CITY CLERK

Three copies of the aforementioned documents being declared public records herein are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this _____ day of _____, 20_____.

_____
Georgia Lord, Mayor

Date: _____

ATTEST: APPROVED AS TO FORM:

_____ _____

Darcie McCracken, City Clerk Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, the undersigned Darcie McCracken, being the duly appointed, qualified City Clerk of the city of Goodyear, Maricopa County, Arizona, certify that the foregoing Resolution No. 2021-2140 is a true, correct and accurate copy of Resolution No. 2021-2140, passed and adopted at a regular meeting of the Council of the city of Goodyear, Maricopa County, Arizona, held on the _____ day of _____ 20____, at which a quorum was present and, by a _____vote, _____voted in favor of said resolution.

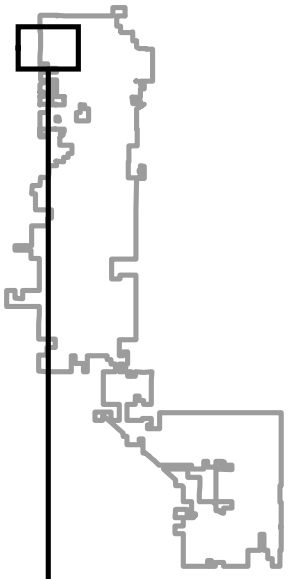
Given under my hand and sealed this _____day of _____, 20____.

_____

seal City Clerk

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-01

AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO._____, PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____, 2021.

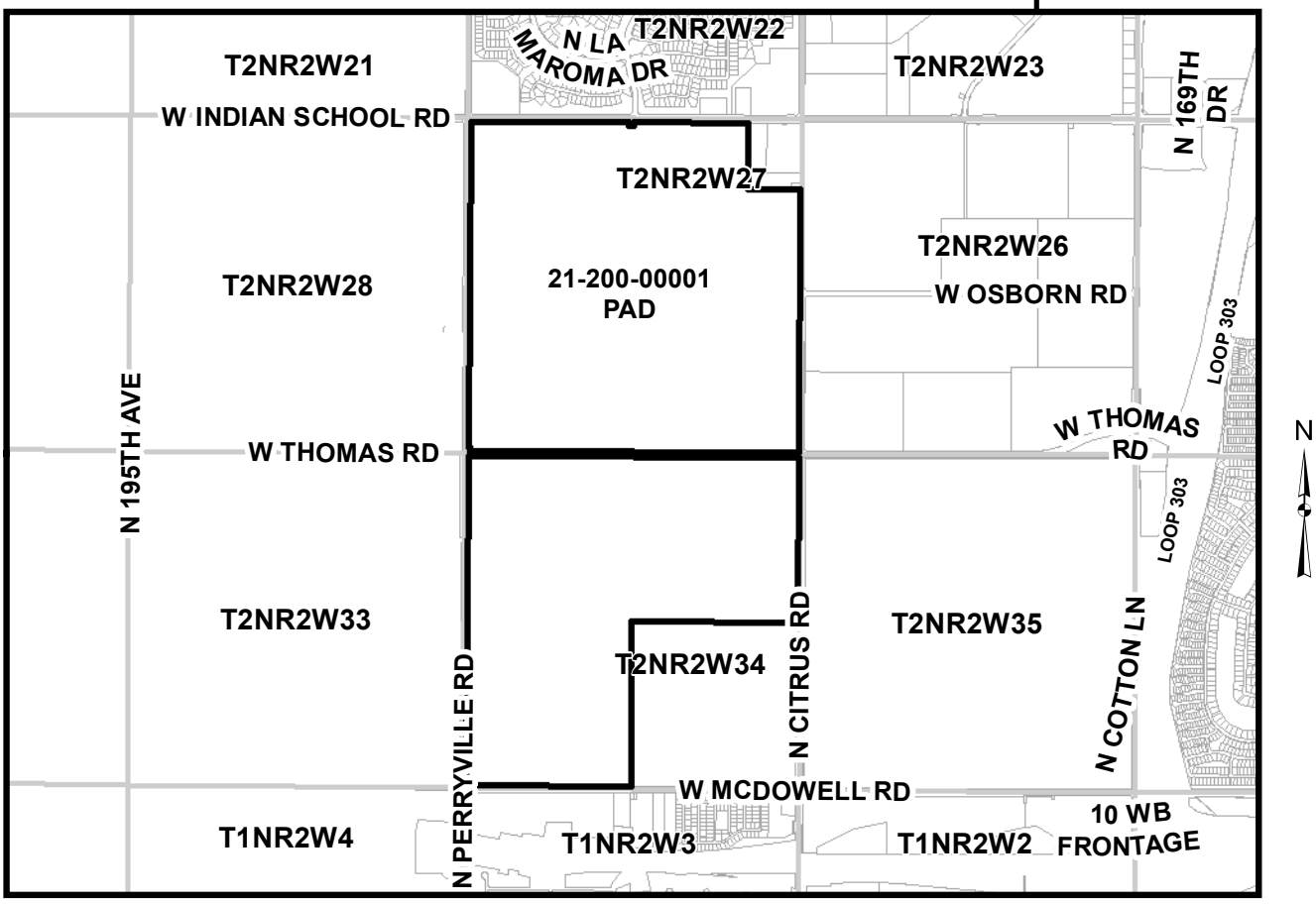


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

A portion of Sections 27 and 34, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT			DATE:
A	ASLD REZONE FROM AG TO PAD	21-200-00001	March 2021

Exhibit B
Legal Description - ASLD Rezone

LEGAL DESCRIPTION
FOR
OFFICE PARCEL
OVER A PART OF APN 502-30-013R

A PARCEL OF LAND SITUATED IN A PART OF SECTION 27, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST HALF OF THE WEST HALF OF SAID SECTION 27; AND
THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; AND
THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27;

EXCEPT FOR:

THE SOUTH 40.00 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF OF SAID SECTION 27; AND
THE WEST 65.00 FEET OF SAID SECTION 27; AND
THE NORTH 60.00 FEET OF SAID SECTION 27; AND
THE EAST 33.00 FEET OF NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; AND

THE EAST 841.88 FEET AND NORTH 1100.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 27; AND

BEGINNING AT A POINT 20.00 FEET WEST OF AND 60.00 FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION 27;

THENCE SOUTHERLY AND ON A LINE PARALLEL WITH, AND 20.00 FEET WEST OF, THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 27, A DISTANCE OF 48.00 FEET;

THENCE WESTERLY AND ON A LINE PARALLEL WITH, AND 108.00 FEET SOUTH OF, THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 75.00 FEET;

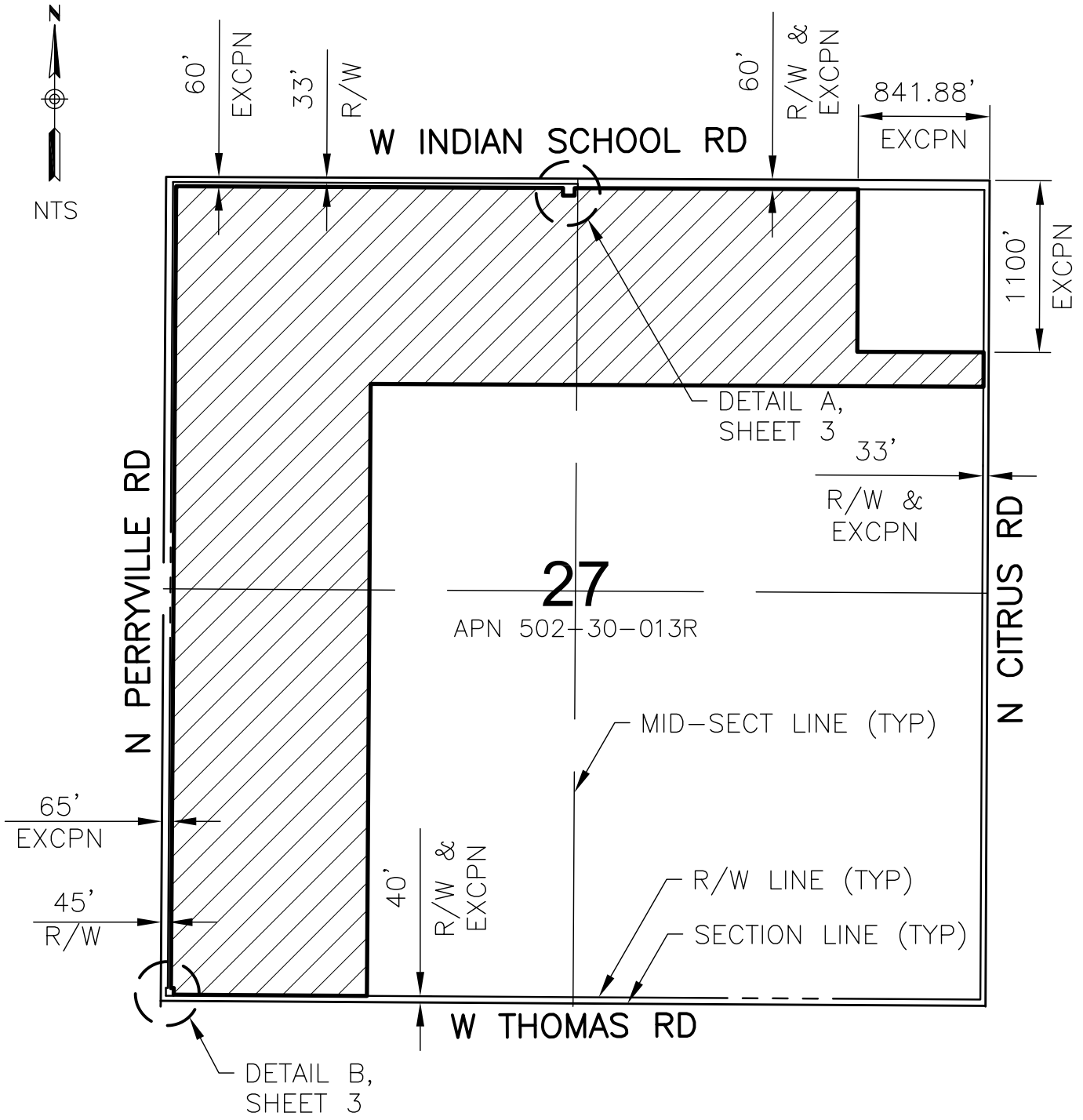
THENCE NORTHERLY AND ON A LINE PARALLEL WITH, AND 95.00 FEET WEST OF, THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 27, A DISTANCE OF 48.00 FEET;

THENCE EASTERLY AND ON A LINE PARALLEL WITH, AND 60.00 FEET SOUTH OF, THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 75.00 FEET; AND

THE WEST 88.00 FEET AND SOUTH 88.00 FEET OF THE SOUTHWEST QUARTER OF SAID SECTION 27;

SAID PARCEL CONTAINING A COMPUTED AREA OF 10,591,343 SQUARE FEET OR 243.144 ACRES OF LAND, MORE OR LESS.





THIS IS NOT A PROPERTY BOUNDARY SURVEY.

PARCEL AREA:
10,591,343 SF OR
243.144 ACRES

DIBBLE

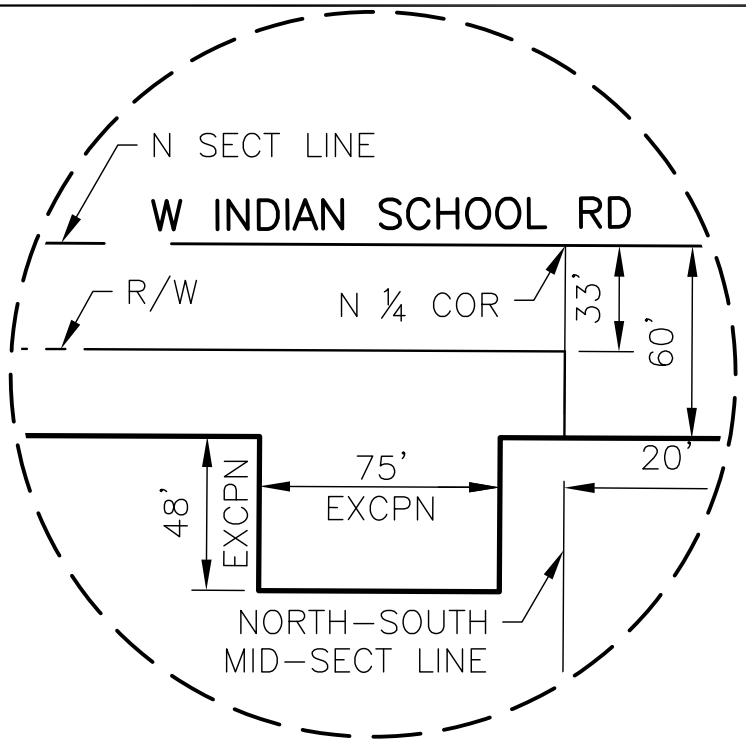
Registered Land Surveyor
CERTIFICATE NO.
47537
JASON P.
GRAHAM
Date Signed 03/09/21
ARIZONA U.S.A.

EXHIBIT "A"
OFFICE PARCEL
CITY OF GOODYEAR
A PART OF SECTION 27, T2N, R2W, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

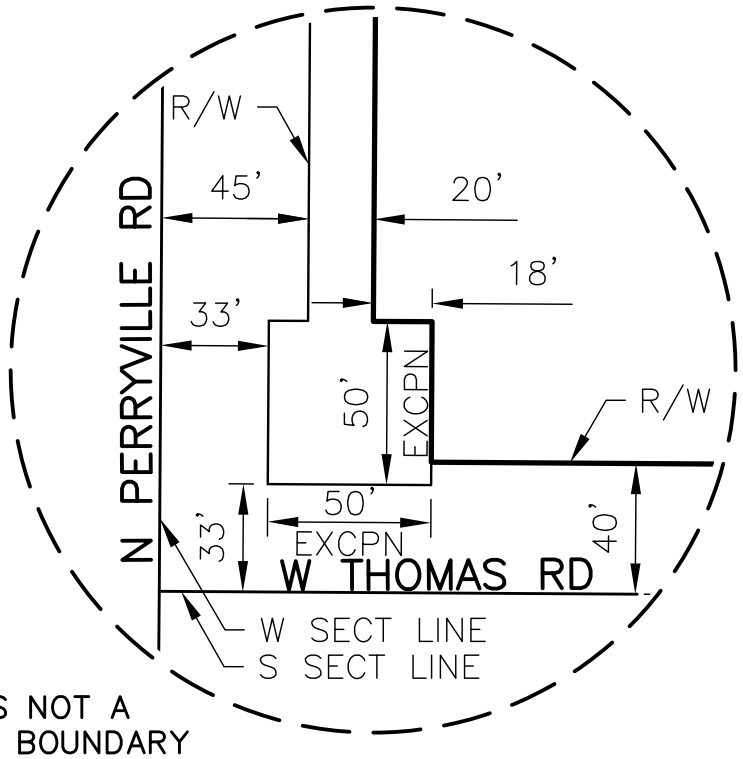
Dibble Project No
1020114.01

DATE: MAR 2021
DRN: ACC CHK: JPG

FILE:V:\PROJECTS\2020\1020114.01 Goodyear Legal Descriptions\CAD\EXHIBITS\20114_01 OFFICE PARCEL.dwg DATE:Mar, 09 2021 TIME: 02:12 pm



DETAIL A



DETAIL B

THIS IS NOT A PROPERTY BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1020114.01

Registered Land Surveyor
CERTIFICATE NO.
47537
JASON P.
GRAHAM
Date Signed 03/09/21
ARIZONA U.S.A.

EXHIBIT "A"
OFFICE PARCEL
CITY OF GOODYEAR
A PART OF SECTION 27, T2N, R2W, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: MAR 2021
DRN: ACC CHK: JPG

FILE:V:\PROJECTS\2020\1020114.01 Goodyear Legal Descriptions\CAD\EXHIBITS\20114_01 OFFICE PARCEL.dwg DATE:Mar, 09 2021 TIME: 02:12 pm

LEGAL DESCRIPTION
FOR
LIGHT INDUSTRIAL PARCEL
OVER A PART OF APN 502-32-001G

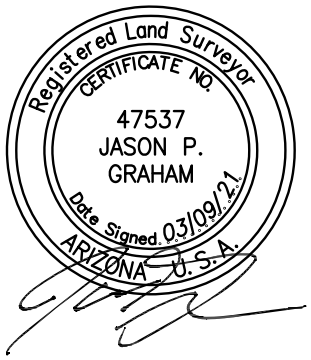
A PARCEL OF LAND SITUATED IN A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

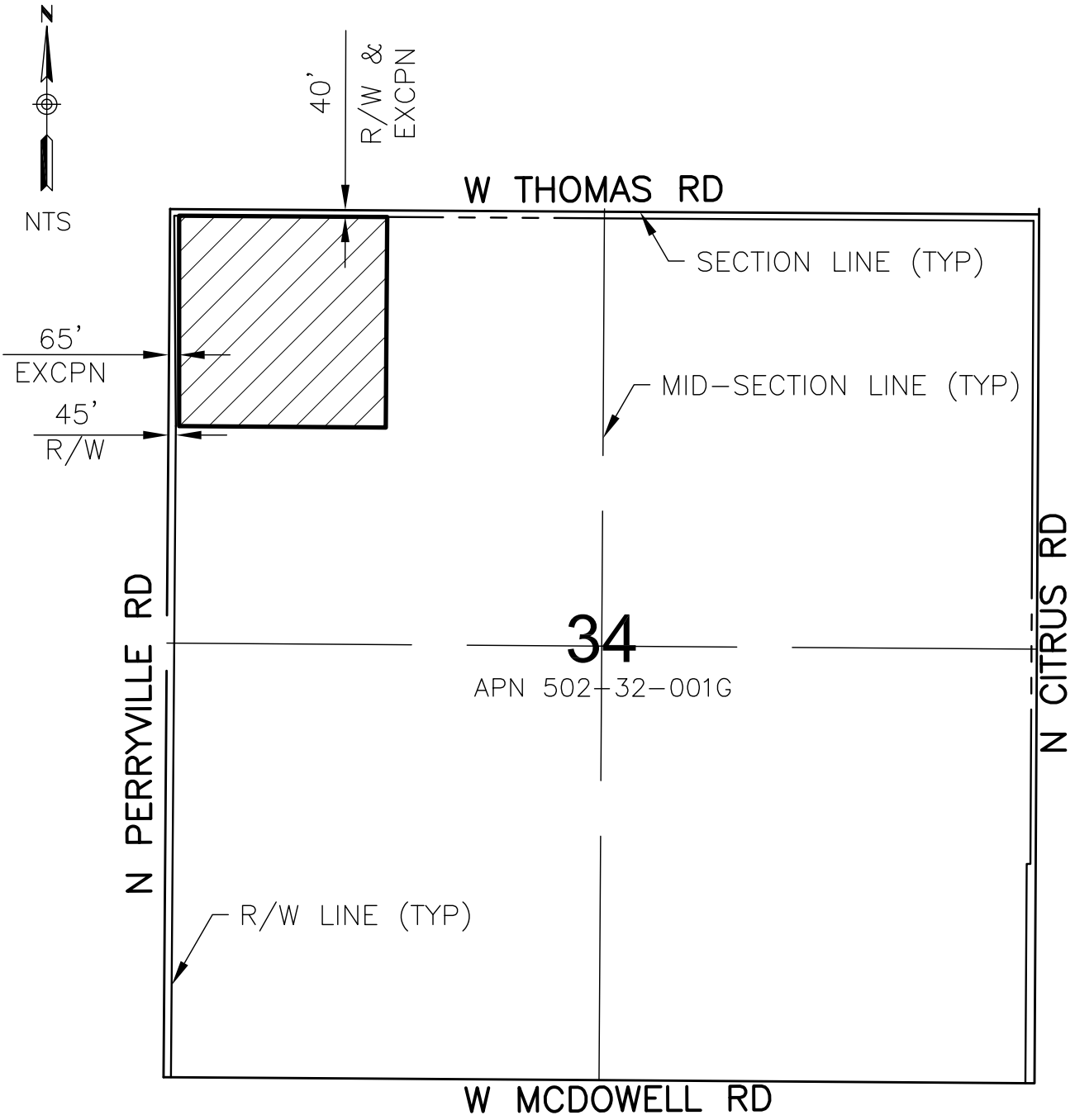
THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34;

EXCEPT FOR:

THE NORTH 40.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; AND
THE WEST 65.00 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27;

SAID PARCEL CONTAINING AN AREA OF 1,613,301 SQUARE FEET OR 37.036 ACRES OF LAND, MORE OR LESS.





THIS IS NOT A PROPERTY BOUNDARY SURVEY.

PARCEL AREA:
1,613,301 SF OR
37.036 ACRES

DIBBLE

Dibble Project No
1020114.01

Registered Land Surveyor
CERTIFICATE NO.
47537
JASON P.
GRAHAM
Date Signed 03/09/21
ARIZONA U.S.A.

EXHIBIT "A"
LIGHT INDUSTRIAL PARCEL
CITY OF GOODYEAR
A PART OF SECTION 34, T2N, R2W, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: MAR 2021
DRN: ACC CHK: JPG

PAGE 2

FILE:V:\PROJECTS\2020\1020114.01 Goodyear Legal Descriptions\CAD\EXHIBITS\20114_01 LIGHT INDUSTRIAL PARCEL.dwg DATE:Mar, 09 2021 TIME: 02:14 pm

LEGAL DESCRIPTION
FOR
GENERAL INDUSTRIAL PARCEL
OVER A PART OF APN 502-30-013R & APN 502-32-001G

A PARCEL OF LAND SITUATED IN A PART OF SECTION 27 AND SECTION 34, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHEAST QUARTER OF SAID SECTION 27; AND
THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 27; AND
THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 27; AND
THE SOUTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 27

EXCEPT FOR:

THE EAST 33.00 FEET OF THE SOUTHEAST QUARTER AND SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27; AND
THE SOUTH 40.00 FEET OF THE SOUTHEAST QUARTER AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 27;

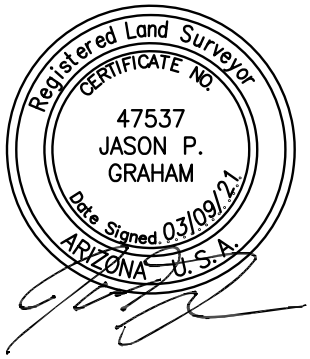
TOGETHER WITH:

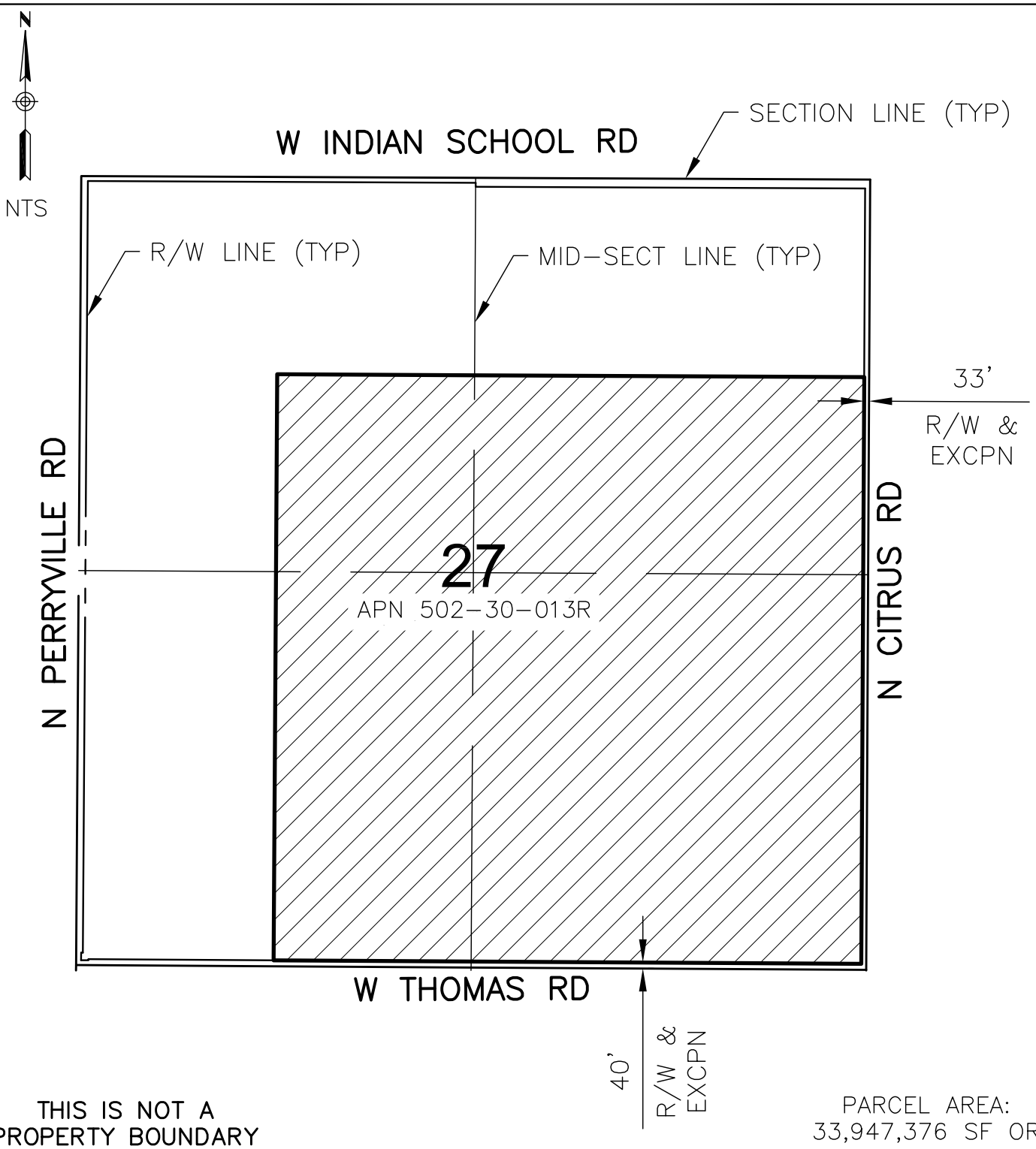
THE NORTHEAST QUARTER OF AFORESAID SECTION 34; AND
THE SOUTHWEST QUARTER OF SAID SECTION 34; AND
THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 34; AND
THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34;

EXCEPT FOR:

THE EAST 33.00 FEET OF THE NORTHEAST QUARTER OF SAID SECTION 34; AND
THE SOUTH 55.00 FEET OF SOUTHWEST QUARTER OF SAID SECTION 34; AND
THE WEST 65.00 FEET OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 34; AND
THE NORTH 40.00 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SAID SECTION 34;

SAID PARCEL CONTAINING A COMPUTED AREA OF 33,947,376 SQUARE FEET OR 779.325 ACRES OF LAND, MORE OR LESS.





THIS IS NOT A PROPERTY BOUNDARY SURVEY.

PARCEL AREA:
33,947,376 SF OR
779.325 ACRES

DIBBLE

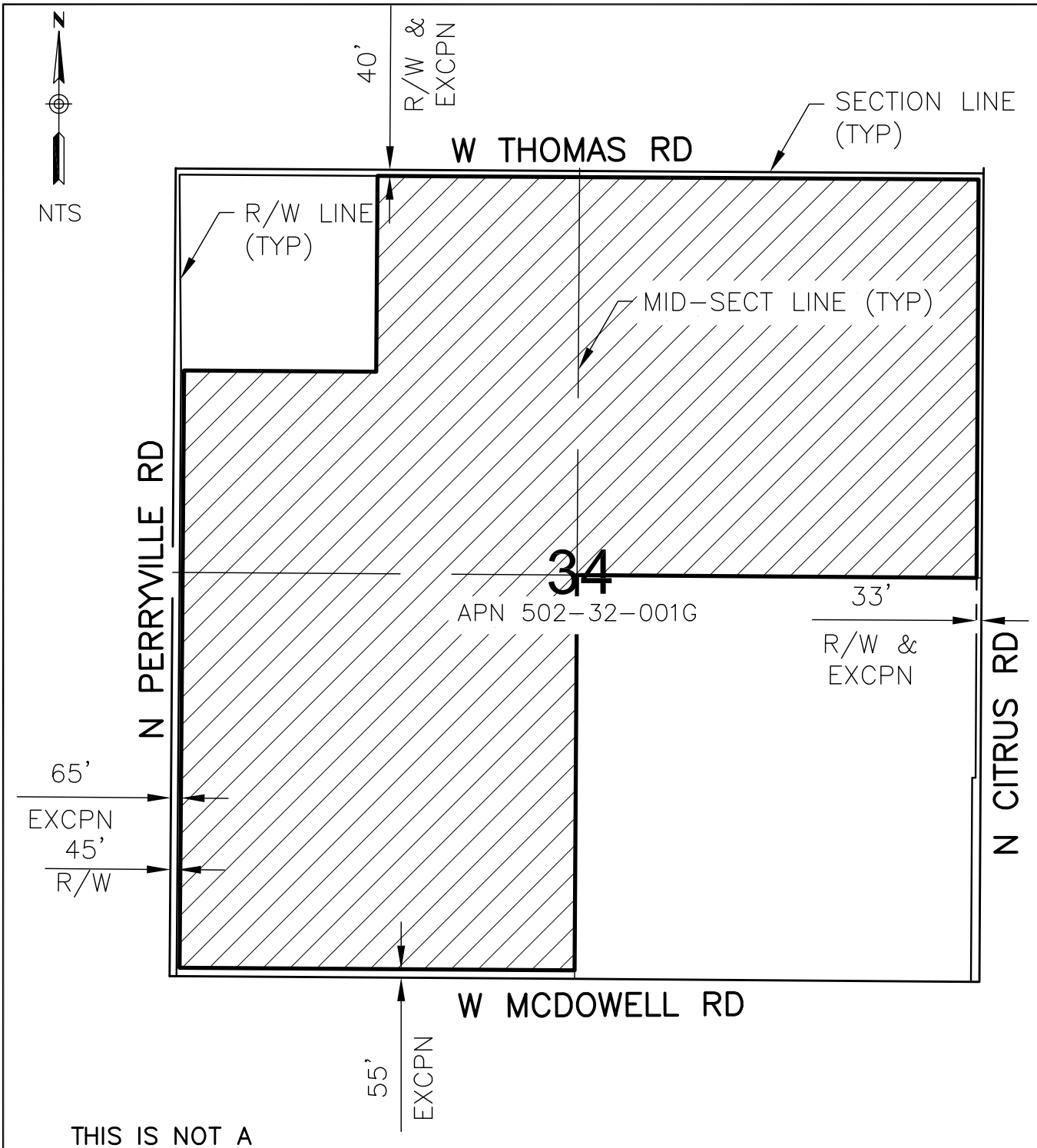
Registered Land Surveyor
CERTIFICATE NO.
47537
JASON P.
GRAHAM
Date Signed 03/09/21
ARIZONA — U.S.A.

EXHIBIT "A"
GENERAL INDUSTRIAL PARCEL
CITY OF GOODYEAR
A PART OF SECTION 27 & 34, T2N, R2W, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

Dibble Project No
1020114.01

DATE: MAR 2021
DRN: ACC CHK: JPG

FILE:V:\PROJECTS\2020\1020114.01 Goodyear Legal Descriptions\CAD\EXHIBITS\20114_01 GENERAL INDUSTRIAL PARCEL.dwg DATE:Mar, 09 2021 TIME: 02:08 pm



THIS IS NOT A PROPERTY BOUNDARY SURVEY.

DIBBLE

Dibble Project No
1020114.01

Registered Land Surveyor
CERTIFICATE NO.
47537
JASON P.
GRAHAM
Date Signed 03/09/21
ARIZONA U.S.A.

EXHIBIT "A"

GENERAL INDUSTRIAL PARCEL
CITY OF GOODYEAR

A PART OF SECTION 27 & 34, T2N, R2W, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: MAR 2021
DRN: ACC CHK: JPG

FILE:V:\PROJECTS\2020\1020114.01 Goodyear Legal Descriptions\CAD\EXHIBITS\20114_01 GENERAL INDUSTRIAL PARCEL.dwg DATE:Mar, 09 2021 TIME: 02:08 pm

Exhibit C

Arizona State Land Department PAD

March 11, 2021

Exhibit C

Introduction: The Arizona State Land Department (ASLD)

The Arizona State Land Department (ASLD) manages over 9.2 million acres of State Trust land in Arizona. Since 1915, the ASLD's mission is to manage the assets of a multi-generational perpetual trust in alignment with the interests of the Trust's 13 beneficiaries and Arizona's future. The mission statement of the ASLD is as follows:

> *"To manage State Trust lands and resources to enhance value and optimize economic return for the Trust beneficiaries, consistent with sound business management principles, prudent stewardship, and conservation needs supporting socio-economic goals for citizens here today and future generations. To act in the best interest of the Trust for the enrichment of the beneficiaries and preserve the long-term value of the State Trust lands."*

State Trust land is often misunderstood in terms of both its character and management. Trust land is different from public land such as parks or National Forests. Trust lands are managed by the ASLD to generate revenue for K-12 schools and 13 additional institutional beneficiaries. The Trust accomplishes its mission through the sale and lease of Trust lands for grazing, agriculture, municipal, residential, commercial, mining and other purposes.

The ASLD, serving as the fiduciary for the Trust, is required by the Arizona Constitution to receive maximum value for the sale or lease of Trust lands for the benefit of the Trust. Given this Constitutional mandate, it is incumbent upon ASLD to carefully plan these properties to maximize their ultimate value. Accordingly, the ASLD is in the process of re-evaluating the existing development plans for the Trust lands in this area and working with the City of Goodyear to develop plans that are appropriate for the area and that will meet market demands.

Exhibit C

Section 1: Underlying Zoning Designations

The underlying zoning designations for the Property is set forth in the PAD Land Use Districts attached hereto with a portion of the Property being designated Office Zone, a portion of the Property being designated Light Industrial Zone, and a portion of the property being designated General Industrial Zone. The permitted uses and development standards applicable to each of the zoning designations is set forth below.

Section 2: Use Classification Table

	Office Zone (2)(4)(5)	**Light Industrial Zone (2)(4)(5)**	**General Industrial Zone (4)(5)**
Principal Uses (1):			
Adult bookstore, adult novelty store, or adult theatre	Not Permitted	Not Permitted	Not Permitted
Agricultural uses including indoor or outdoor growing of food, roof gardens, and agricultural research facilities	Permitted	Permitted	Permitted
Animal boarding, breeding, shelter, or pound	Permitted at least 500-feet from residential uses	Permitted	Permitted
Automotive repair, including body and fender works	Not Permitted	Permitted	Permitted
Brewery	Not Permitted	Permitted	Permitted
Cement, lime, gypsum or plaster of paris manufacture.	Not Permitted	Not Permitted	Not Permitted
Cement and paving material mixing plant	Not Permitted	Not Permitted	Permitted
Distillation of bones, coal, refuse, grain or wood.	Not Permitted	Not Permitted	Not Permitted
Distribution/Internet Fulfillment	Not permitted	Not Permitted	Permitted
Emissions testing and vehicle licensing	Not permitted	Permitted outside of the APZ	Permitted outside of the APZ
Food bank	Not Permitted	Permitted	Permitted
Foundry or casting of metal which does not cause noxious odors or fumes	Not Permitted	Permitted	Permitted
Fertilizer manufacture	Not Permitted	Not Permitted	Not Permitted
Highway maintenance facilities	Not Permitted	Permitted	Permitted

Exhibit C

Machine shop	Not Permitted	Permitted	Permitted
Manufacturing, assembling, and processing(6)	Permitted so long as dock doors do not face toward residential (even with screening); uses must be fully enclosed in buildings	Permitted	Permitted
Medical Marijuana or Recreational Marijuana	Not Permitted	Not Permitted	Not Permitted
Medical, Scientific, and Research Offices	Permitted	Permitted outside of the APZ	Permitted outside of the APZ
Microbrewery	Permitted	Permitted	Permitted
Mineral extraction, including sand or gravel pits.	Not Permitted	Not Permitted	Not Permitted
Monument works	Not Permitted	Permitted	Permitted
Office buildings	Permitted	Permitted outside of the APZ	Permitted outside of the APZ
Parking lot or garage	Permitted	Permitted	Permitted
Private business, professional, and trade schools	Permitted	Permitted outside of the APZ	Permitted outside of the APZ
Private commercial outdoor entertainment venue	Not Permitted	Not Permitted	Not Permitted
Public utility facilities	Permitted	Permitted	Permitted
Public utility facilities, including wastewater treatment plants and water reclamation facilities	Not Permitted	Permitted	Permitted
Public works facilities	Permitted at least 500-feet from residential uses	Permitted	Permitted
Radio and television transmitting tower and facilities	Not Permitted	Permitted	Permitted
Retail Uses	Permitted	Permitted outside of the APZ	Not Permitted
Rubber goods manufacture.	Not Permitted	Not Permitted	Not Permitted
Sand blasting	Not Permitted	Not Permitted	Permitted

Exhibit C

Scientific or research laboratories	Permitted	Permitted	Permitted
Smelting of tin, copper, zinc, or iron ores.	Not Permitted	Not Permitted	Not Permitted
Tannery.	Not Permitted	Not Permitted	Not Permitted
Tire retreading and vulcanizing	Not Permitted	Not Permitted	Permitted
Veterinary offices or hospitals	Permitted	Permitted	Permitted
Warehousing for storage and distribution of products manufactured on site	Permitted so long as dock doors do not face toward residential (even with screening); uses must be fully enclosed in buildings	Permitted	Permitted
Additional uses similar to those listed as determined by the Zoning Administrator	Permitted	Permitted	Permitted
Accessory Uses (1):			
Cafeterias and recreation (indoor or outdoor)	Permitted	Permitted outside of the APZ	Permitted outside of the APZ
Vehicle and truck fueling, car wash, auto repair	Permitted if fully screened	Permitted	Permitted
Outdoor Storage (fully screened)	Not Permitted	Permitted	Permitted
Outdoor generators, silos, cooling towers, and similar accessory structures	Permitted if fully screened from public view	Permitted	Permitted

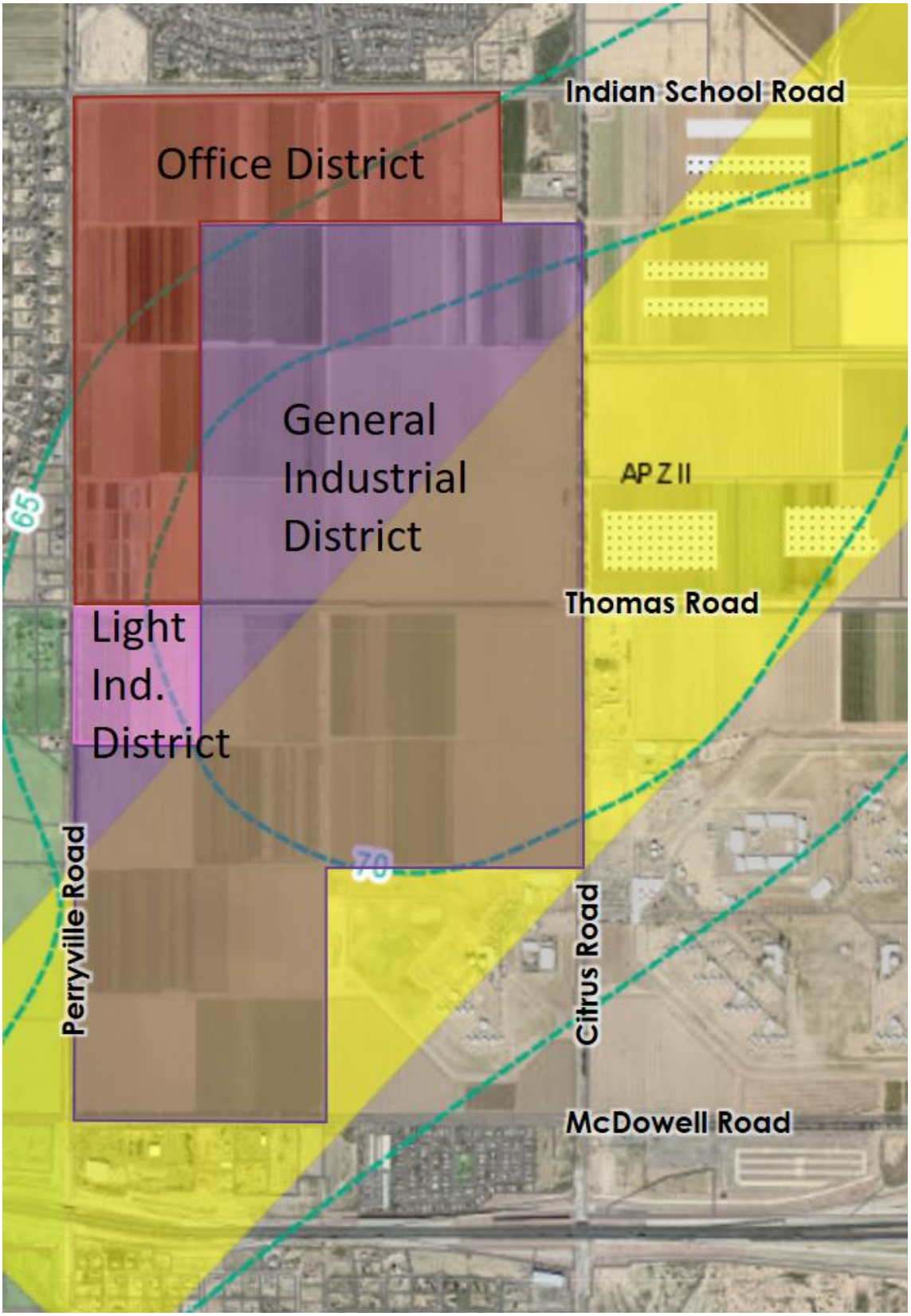
(1) The future development of all uses are subject to Site Plan Review in accordance with Section 1-2-6 of the city of Goodyear Zoning Ordinance. All site plan approvals will be conditioned upon receipt of required FAA Obstruction Analysis clearances.
(2) All uses and operations, including storage of anything except merchandise displayed for sale, shall be conducted in a fully enclosed building or entirely behind walls, fences or planting screens which fully conceal them from visibility off the lot.
(3) Any use not listed may be permitted where the Zoning Administrator has found the use is compatible with or analogous to a permitted use.
(4) Permitted Uses may be limited by Performance Standard 7 set forth in Section 5 below

Exhibit C

(5) Permitted Uses may be limited by Performance Standard 10 and all subparagraphs therein set forth in Section 5 below

(6) Manufacturing, assembling and processing is a permitted use except for the specific types of manufacturing, assembling and processing specifically identified as not permitted, except for manufacturing, assembling and processing uses that are analogous to the non-permitted manufacturing, assembling and processing, and except for manufacturing, assembling and processing uses that are analogous to any other non-permitted use.

Exhibit C



PAD Land Use Districts

Exhibit C

Section 3: Description of Land Use District Geography

Office District – the office district runs along Perryville Road from Thomas Road to Indian School Road and along Indian School Road from Perryville Road to the eastern project boundary, and extends ¼ mile into the property.

Light Industrial District – the light industrial districts is located on Perryville Road and extends ¼ mile into the property, and runs from the Thomas Road centerline alignment south ¼ mile.

General Industrial District – the general industrial district encompasses the remainder of the property.

Section 4: Development Standards Table

	Office Zone (5)	**Light Industrial Zone (5)(6)**	**General Industrial Zone (5)(6)**
Maximum Height Buildings (1)(2)	80-feet maximum	80-feet maximum	80-feet maximum without zoning permit 150-feet maximum with approval of a zoning permit (7)
Maximum Height - Accessory Structures (2)(3)	80-feet maximum	80-feet maximum without zoning permit 220-feet maximum with approval of a zoning permit (7)	80-feet maximum without zoning permit 220-feet maximum with approval of a zoning permit (7)
Minimum Setbacks (4)			
Indian School	100-feet (50-feet landscape yard)	NA	NA
Perryville	100-feet (50-feet landscape yard)	50-feet	50-feet
McDowell	NA	NA	30-feet
Citrus	30-feet	NA	30-feet
Other Public Streets	30-feet	30-feet	30-feet
Interior (front, side, rear)	0-feet	0-feet	0-feet

Exhibit C

Setbacks from other uses/properties	30-feet	30-feet	30-feet

(1) The maximum building height may be increased 10 feet above the building height limit for unoccupied building architectural elements, such as parapet walls, domes and decorative masonry or metal framework, that are necessary to achieve the objectives and requirements of the City Design Guidelines to provide architectural interest and diversity in building elevations or variations in roof form and horizontal lines; provided that the total amount of such architectural elements that exceed the building height limit do not exceed 50% of the linear length of any building elevation or exceed 50% of the total roof area of the building.

(2) The maximum height is limited to 56-feet within 500-feet of existing residential uses

(3) Accessory structures are unoccupied structures that include, but are not limited to, silos, tanks, exhaust towers, and cell towers. The structure must be setback one foot from adjacent public street for every one foot of height. Example: a 120-foot silo must be setback 120 feet from adjacent public streets.

(4) The required setbacks along Indian School Road, Perryville Road, McDowell Road, and Citrus Road, and any other public street shall be entirely landscaped except for driveway cuts and walkways. Parking lots and drive aisles shall not be placed in the setback area. The exception is the setback on the sections of Indian School Road and Perryville Road located along the portion of the Property in the Office Zone. In those areas, there is a 100-foot setback and the 50-feet adjacent to the Indian School Road and Perryville Road is to have a landscaped yard, which requires this area to be entirely landscaped except for driveway cuts and walkways.

(5) Development Standards may be limited by Performance Standard 7 set forth in Section 5 below.

(6) Development Standards may be limited by Performance Standard 10 set forth in Section 5 below.

(7) A zoning permit shall be processed in accordance with Section 1-3-7 of the city of Goodyear zoning ordinance. A zoning permit shall not be issued unless Luke Air Force Base finds that the proposed height will not negatively impact base operations. All zoning permit approvals will be conditioned upon receipt of required FAA Obstruction Analysis clearances.

Exhibit C

Section 5: Additional Development Standards and Regulations

1. Definitions shall adhere to Article 2 of the city of Goodyear Zoning Ordinance.

2. Signs shall adhere to Article 7 of the city of Goodyear Zoning Ordinance.

3. Parking shall adhere to Article 6 of the city of Goodyear Zoning Ordinance.

4. Landscaping and walls shall adhere to Article 5 of the city of Goodyear Zoning Ordinance.

5. Lighting shall adhere to Article 10 of the city of Goodyear Zoning Ordinance.

6. Any item not specifically modified by this PAD and that is addressed in Article 8 (General Provisions) shall be governed by Article 8 of the city of Goodyear Zoning Ordinance.

7. Development of portions of the Property located in the APZ II or high noise contour areas shall comply with the requirements of ARS Section 28-8481.

8. All new buildings and uses of land or substantial additions to or remodeling twenty percent (20%) or more of the total building area of existing buildings shall be subject to Site Plan review.

9. Required yards fronting on an arterial street shall be entirely landscaped except for driveways and walkways. Along all other public streets, a minimum landscaped area of thirty (30) feet per side shall be provided. Parking and maneuvering area shall not be permitted within the landscaped area.

10. *Performance Standards*. No use shall be established, maintained or conducted within any of the zones that may cause any of the following:
    a. Dissemination of smoke, gas, dust, noxious odor or any other atmosphere pollutant outside the building in which the use is conducted; or with respect to a use that is not conducted within a completely enclosed building, any dissemination whatsoever. The dissemination of heat and water vapor that has the appearance of smoke but does not contain particulates is not smoke for purposes of this limitation.
    b. Noise perceptible beyond the property boundaries of the immediate site.
    c. Discharge of any waste material into any water course or ditch.
    d. Dissemination of glare or vibration beyond the immediate site.
    e. Potential hazards (fire, explosion, radioactive or any similar cause) to property in the same or any adjacent district.
    f. Conditions detrimental to the health, safety and general welfare of the city of Goodyear
    g. No use shall emit prohibited substances as defined by ARS Section 28-8481(J)(16)

Exhibit C

11. Screening standards shall be observed as follows:

    a. All outdoor storage areas for materials, trash, equipment, vehicles or similar items, where allowed, shall be screened from view along all street frontages by a six (6) foot wall constructed of slump block, brick, or masonry with a stucco or mortar wash finish designed to match the main building on the site.

    b. Loading, delivery, roll-up/dock doors, and service and wash bays, where allowed, may front onto a public street or a limited access highway, provided all of the following circumstances are met:

        1. There is no existing residential use within 500 feet of the right-of-way line on the opposite side of the public street or limited access highway;

        2. The loading, delivery, roll-up/dock doors, and service and wash bays shall be fully screened from public view with a combination of a two (2) foot tall berm with a six (6) foot tall wall on top of the berm, or an eight (8) foot tall wall, or similar design that achieves the same screening result. The walls are to be constructed of brick, slump block, or masonry with a stucco or mortar wash finish, or a similar finish, designed to match the main building on the site; and

        3. A minimum of two (2) continuous offset rows of 24 inch box trees shall be planted twenty feet on center within the required landscape area along the frontage of the public street or limited access highway.

    c. The storage of materials, trash, equipment, vehicles, or other items within an enclosed storage area, where allowed, shall not be substantially visible from adjoining streets or properties.

    d. Dismantling, servicing or repairing of vehicles and/or equipment shall, where allowed, be within completely enclosed building or within an area enclosed by brick, block or masonry walls.

    e. All outdoor refuse enclosures shall be located a minimum of 50 feet away from any existing or planned residential use, or a minimum of 30 feet away from any existing or planned residential use if a 30-foot wide landscape is established and maintained between the enclosure and the existing or planned residential use along the entire length of the industrially designated property, as measured from the exterior wall of the refuse enclosure to the nearest residential property line.

12. Electrical utility, cable TV and all other utility lines for buildings shall be placed underground. Overhead lines are permitted only for 69kV or greater electrical transmission facilities.

13. Mechanical equipment, whether ground-level or roof mounted, and other fixtures such as, but not limited to, telephones, vending machines and ice machines shall be screened from public street view and be so located to be perceived as an integral part of the building.

14. Retention areas may occupy more than 50 percent of the onsite street frontage landscape area so long as any required trees are located outside of the retention area, at street grade.

15. Along Perryville Road north of Thomas Road and along Indian School Road, two continuous offset rows of 24 inch box trees shall be planted twenty feet on center. Trees may be planted to maximize viability and buffering. Along Citrus Road, McDowell Road, and Perryville Road south of Thomas Road, normal street tree planting shall be followed per Article 5 of the city of Goodyear Zoning Ordinance.

Section 6: Design Standards

Development shall adhere to the city of Goodyear Design Guidelines except as modified by this PAD.

Section 7: Interpretation; Amendments

This PAD is a Final PAD under Section 3-5 of the Goodyear Zoning Ordinance and establishes a base zoning district for the Property which will govern future site plan applications for the Property, subject to any applicable development agreement. Where a current or future Goodyear Zoning Ordinance provision or Design Guideline conflicts with regulations established in this PAD, the PAD will govern. Future PAD amendments will be processed in accordance with Section 3-5-3 of the Goodyear Zoning Ordinance.

ORDINANCE NO. 2021-1497

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 1,060 ACRES GENERALLY LOCATED EAST OF PERRYVILLE ROAD, SOUTH OF INDIAN SCHOOL ROAD, WEST OF CITRUS ROAD, NORTH OF MCDOWELL ROAD; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES.

WHEREAS, this ordinance applies to approximately 1,060 acres located east of Perryville Road, south of Indian School Road, west of Citrus Road, and north of McDowell Road particularly described in that certain document entitled "Legal Description – ASLD Rezone" declared a Public Record by Resolution No. 2021-2140, and which is referred to and made a part hereof as if fully set forth herein (the "Property"); and

WHEREAS, the General Plan Land Use Plan designates a portion of the Property as Business and Commerce and a portion of the property as Industrial with a Luke Compatible Land Use Overlay. These land use category provides areas for the growth and development of commercial, industrial, and economic opportunities and protect Luke Air Force Base; and

WHEREAS, the Property was annexed in 1982 through the adoption of Ordinance 82-141; and

WHEREAS, the Property is currently zoned Agricultural (AG) which allows for commercial farming and other agricultural uses as well as low density residential uses; and

WHEREAS, the Luke Air Force Base Accident Potential Zone II (APZ II) and the high noise contours run through a portion of the property; and

WHEREAS, A.R.S. 28-8481 requires that cities with property within the high noise contours or accident potential zones adopt general plans for property in the high noise or accident potential zone to assure development compatible with the high noise and accident potential generated by military airport and ancillary military facility operations that have or may have an adverse effect on public health and safety; and

WHEREAS, Agricultural (AG) zoning is not compatible with the Luke Air Force Base Accident Potential Zones and high noise contours because residential uses are not compatible with these zones; and

WHEREAS, the proposed rezoning will rezone the Property to Planned Area Development (PAD) that will create specific permitted uses and development standards; and

WHEREAS, the PAD district is intended to accommodate, encourage and promote developments with innovative design involving residential and nonresidential land uses, which together form an attractive, harmonious unit in the community; and

WHEREAS, the PAD may include standards or criteria that differ from those regulations pertaining to other districts when warranted by circumstances such as but not limited to: alternative residential lot design, innovative architectural or subdivision design features, retirement housing, in-fill development involving a small or irregularly shaped parcel, or other circumstances found by the City through the PAD approval to merit departure from the regulations pertaining to other districts; and

WHEREAS, due to the impact of Luke Air Force Base on this property, the need to buffer nearby residential uses from the industrial uses, and the desire to develop the property as a unified business park or corporate campus, the use of PAD zoning and modified development standards is warranted; and

WHEREAS, the proposed zoning is in conformance with the General Plan and should not adversely impact the surrounding area; and

WHEREAS, as part of the citizen review process, a neighborhood meeting was held on February 16, 2021 in order to notify adjacent landowners of the application, inform adjacent landowners and other potentially affected citizens of the substance of the proposed rezoning, and give these adjacent landowners and other potentially affected citizens an opportunity to express any issues or concerns they may have with the proposed zoning; and

WHEREAS, public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on March 10, 2021 appeared in the Arizona Republic Southwest Valley Edition February 19, 2021; and

WHEREAS, notices were mailed to adjoining owners on February 22, 2021 to advertise the March 10, 2021 Planning and Zoning Commission Meeting; and a sign was posted on the site on February 19, 2021 to advertise the March 10, 2021 Planning and Zoning meeting date; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on March 10, 2021 to consider the rezoning of the property to the Planned Area Development (PAD) district, subject to stipulations and the Commission voted (4-3) to recommend denial of the proposed rezoning; and

WHEREAS, public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Goodyear City Council on March 22, 2021 appeared in the Arizona Republic Southwest Valley Edition February 19, 2021; and

WHEREAS, notices were mailed to adjoining owners on February 22, 2021 to advertise the March 22, 2021 Goodyear City Council Meeting; and a sign was posted on the site on February 19, 2021 to advertise the March 22, 2021 Goodyear City Council meeting date; and

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona find the adoption of this ordinance to be in the best interests of the public health, safety, and welfare.

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

SECTION 1. DESCRIPTION OF THE PROPERTY WITHIN REZONE

This Ordinance No. 2021-1497 applies to approximately 1,060 acres of land in Goodyear, Maricopa County, Arizona, generally located east of Perryville Road, south of Indian School Road, west of Citrus Road, and north of McDowell Road as depicted on that certain document titled "Official Supplementary Zoning Map No. 20-21 City of Goodyear, AZ – Rezone Case" and as legally described in that certain document titled "Legal Description – ASLD Rezone," both documents having been declared public records by Resolution No. 2021-2140 and which are referred to, adopted, and made a part hereof as if fully set forth herein (the "Property").

SECTION 2. ADOPTION OF FINDINGS

The clauses set forth above are hereby adopted and incorporated herein by this reference as if fully set forth herein.

SECTION 3. REZONING

The Property is conditionally rezoned from Agricultural (AG) to the Planned Area Development (PAD) Zoning District by the adoption herein of that certain document titled, "Arizona State Land Department PAD, dated March 11, 2021," which document was declared a public record by Resolution No. 2021-2140 and which is referred to, adopted, and made a part hereof as is fully set forth herein.

SECTION 4. STIPULATIONS

The rezoning and development of the Property is subject to all of the following stipulations and conditions:

1. The development of the Property shall comply with the development standards and requirements applicable to the Planned Area Development (PAD) Zoning District in the City of Goodyear Zoning Ordinance and the Arizona State Land Department PAD, dated March 11, 2021. If there are any conflicts between the requirements in the Planned Area Development (PAD) Zoning District in the City of Goodyear Zoning Ordinance and the Arizona State Land Department PAD, dated March 11, 2021, the terms of the Arizona State Land Department PAD, dated March 11, 2021shall apply;

2. Master water, wastewater and drainage reports and a traffic impact study that meet the requirements of the City of Goodyear Engineering Design Standards and Policies shall be submitted to the city concurrent with the submittal of an application for the first preliminary plat, final plat, or site plan for the Property. Except as otherwise provided in a development agreement approved by the City Council, Developer shall, at

Developer's sole cost and expense, construct all infrastructure identified in the master reports and traffic impact study as being needed to support development of Property;

3. Developer shall dedicate, at no cost to the city, all rights-of-way and/or easements within the boundaries of the Property that are: (i) needed for the construction of infrastructure improvements required for the city to provide wastewater services to the Property; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies; (iii) required for the construction of improvements for which Developer is responsible for making in-lieu payments; (iv) required to be dedicated pursuant to any development agreement with the city regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required public infrastructure improvements Developer is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-ways and easements shall be dedicated lien free and, unless otherwise agreed to by the city, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by any stipulation in this ordinance, the terms of a written development agreement approved by the City Council or a written phasing plan approved by the City Engineer or his designee, all dedications shall be made prior to or concurrent with recordation of a final plat that includes the area in which the dedicated property is located as required by the City Engineer or his designee;

4. Except as otherwise provided in a development agreement approved by the City Council, Developer shall, at no cost to the city, construct full half-street improvements except for half of medians and half of median landscaping for the roadways set forth below. Half-street Improvements are the improvements required in the Engineering Design Standards and Policies Manual for the applicable street designation (i.e. scenic, major arterial, arterial, major collector, collector etc.) and include, but are not limited to curb, gutter, sidewalk, paving, half street width of medians if required, half of median landscaping, landscaping, landscape irrigation, street lights, signing and striping. Except as otherwise provided in a development agreement approved by the City Council or as otherwise

modified by a written phasing plan approved by the City Engineer or his/her designee, the half-street improvements Developer is required to construct shall be completed prior to issuance of the first certificate of occupancy within the Property.

a. Half-street improvements for a minor arterial to the eastern half of Perryville Road along or adjacent to the frontage of the Property.
b. Half-street improvements for a major arterial to the southern half of Indian School Road along or adjacent to the frontage of the Property.
c. Half-street improvements for a minor arterial to the western half of Citrus Road along or adjacent to the frontage of the Property.
d. Half-street improvements for a major arterial to the northern half of McDowell Road along or adjacent to the frontage of the Property.

5. Except as otherwise provided in a development agreement approved by the City Council, Developer shall remit to the City an in-lieu payment for ½ the cost of a full median and ½ the cost of full-median landscaping for medians within the sections of Perryville Road, Indian School, Citrus Road and McDowell Road referred to in paragraph 4 and all sub-paragraphs therein. The in-lieu payments shall be based on the estimated cost of the full median and full median landscaping as determined by the City Engineer or designee and shall be paid concurrent with or prior to the issuance of any construction permit for the construction of the street improvements where the median will eventually be installed. For example, no construction permit shall be issued for the construction of Citrus Road until the in-lieu payment for ½ the cost of the full median and ½ the cost of the full median landscaping for a median within the section of Citrus Road that is being constructed has been paid.

6. Unless the City Engineer or his designee determines that Thomas Road does not need to be constructed within the section of the Thomas Road alignment located within the Property and the City's Transportation Master Plan is amended, full street improvements required for a minor arterial shall be constructed within the section of the Thomas Road alignment located within the Property. Except as otherwise provided in a development agreement approved by the City Council, Developer shall, at no cost to the City, construct full street improvements, including full medians and full median landscaping, for the section of Thomas Road located within the Property The improvements to be constructed are the improvements required in the Engineering Design Standards and Policies Manual for a minor arterial and include, but are not limited to curb, gutter, sidewalk, paving, medians, median landscaping,

landscaping, landscape irrigation, street lights, signing and striping. Except as otherwise provided in a development agreement approved by the City Council or as otherwise modified by a written phasing plan approved by the City Engineer or his/her designee, the half-street improvements Developer is required to construct shall be completed prior to issuance of the first certificate of occupancy within the Property.

7. Except as otherwise provided in a development agreement approved by the City Council, Developer shall, at Developer's sole cost and expense, be responsible for the construction of all transportation-related infrastructure needed to support the development and occupancy use of the Property, which includes the transportation-related infrastructure improvements specifically identified in this Ordinance, the infrastructure improvements required to be constructed pursuant to applicable Development Regulations, and any additional on-site or off-site infrastructure identified in any Traffic Impact Analysis/Study provided in connection with the development of the Property. Prior to the approval of each site plan for development within the Property, Developer shall provide an updated Traffic Impact Analysis/Study, which shall be subject to review and approval by the City Engineer of his/her designee. Developer shall, at Developer's sole cost and expense, be responsible for the acquisition of right(s)-of-way and the construction of all transportation related infrastructure identified in the approve Traffic Impact Analysis/Study as being necessary to provide for safe and adequate circulation within the Property, connectivity to neighboring adjacent properties, and connectivity to existing regional transportation routes, this includes the acquisition of rights-of-way needed for the construction of infrastructure that is not within or adjacent to the Property and the construction of such infrastructure. Unless otherwise provided in this Ordinance or in a development agreement approved by Council, transportation-related infrastructure required to be constructed pursuant to this stipulation shall be constructed prior to the issuance of any certificate of occupancy for any structure reflected in the site plan that supported the need for such infrastructure;

8. Except as otherwise provided in a development agreement approved by the City Council, Developer shall make an in-lieu payment for a proportionate share of the costs of full traffic signals, which is the cost of traffic signal infrastructure improvements for all four corners of an intersection, for the intersections identified below. Except as otherwise provided in a development agreement approved by City Council or unless otherwise provided in a written phasing plan approved by the City Engineer or his designee or in a development agreement approved by the City Council, the in-lieu payment shall be made prior to the issuance of the first building permit for private development within the Property. The in-lieu payment shall be based on the actual cost of the traffic signal

if it has been constructed or if the payment is required before the signal is constructed it shall be based on the estimated cost of the traffic signal as determined by the City Engineer or designee. The Developer's traffic signal obligations include, but may not be limited to:

a. 25% of the cost of the full traffic signal (all four legs) at Perryville Road and Indian School Road;

b. 25% of the cost of the full traffic signal at Citrus Road and Indian School Road;

c. 25% of the cost of the full traffic signal at McDowell Road and Perryville Road;

d. 50% of the cost of the full traffic signal at Thomas Road and Perryville Road;

e. 50% of the cost of the full traffic signal at Thomas Road and Citrus Road;

9. In addition to being responsible for a proportionate share of the cost of a full traffic signals as outlined in the stipulation above, Developer is also responsible for a proportionate share of the costs of additional traffic signals identified in an approved Traffic Impact Analysis/Study as being needed. If an updated Traffic Impact Analysis/Study reflects the need for any additional traffic signal at any intersection adjacent to the Property, Developer shall, at no cost to the City, convey, in fee, lien free, and free of any easements or encumbrances unless specifically agreed to by the City, any additional right-of-way needed for the construction of the portion of the traffic signal that will be located on the Property. In addition, Developer shall make an in-lieu payment to the City towards the cost of the signal. Except as provided herein, the in-lieu payment will be 25% of the cost of a full traffic signal for each corner of the intersection adjacent to the Property. For example, if a traffic signal is required at an intersection were two of the four corners of the intersection are adjacent to the Property; Developer would be responsible for 50% of the cost of a full traffic signal. If a three-way traffic signal is required because of the demands of the Property and the intersection does not connect into any other property, Developer shall be responsible for 100% of the cost of the signal. The in-lieu payment shall be calculated based on the actual cost of the traffic signal if it has been constructed or, if the payment is made before the traffic signal has been completed, upon an engineer's estimate of the probable cost of the signal approved by the City Engineer or his designee. The dedication(s) and in-lieu payment(s) required herein shall be made at the earlier of the following: (i) before the issuance of any engineering permit for any of the work reflected in a site plan, Minor Land Division ("MLD"), or final plat that includes, is adjacent to, or requires connection to the intersection where the traffic signal is needed; or (ii) before the

recordation of any final plat or MLD that includes, is adjacent, or requires connection to the intersection where the traffic signal is needed;

10. In addition to the specific infrastructure identified in this Ordinance, Developer shall construct all infrastructure improvements required by the City of Goodyear subdivision regulations and Engineering Design Standards and Policy Manual in effect at the time of construction;

11. In addition to complying with the stipulations and conditions of approval set forth herein, Developer shall comply with the Goodyear Zoning Ordinance, the City of Goodyear subdivision regulations, the City of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property;

12. The Public Sales Report(s) for the Property and all final plats subdividing all or part of the Property shall include a statement that the Property is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at, or taking off from, Luke Air Force Base;

13. The Public Sales Report(s) for the Property and all final plats subdividing all or part of the Property shall include a statement that the Property is located in a high noise and accident potential zone and is subject to the requirements of A.R.S. 28-8481; and,

14. This rezoning is contingent upon vertical construction, in conformance with this Ordinance, the Arizona State Land Department PAD, dated March 11, 2021, and the stipulations contained herein commencing within two years of the effective date this Ordinance. The failure to commence vertical construction within two years of the effective date of this Ordinance shall be cause for the City Council to rescind the zoning aftera duly noticed public hearing, unless an extension of time is granted by the City Council. The commencement of vertical construction shall be defined as the active construction of a permanent building foundation on the Property pursuant to and in conformance with an approved building permit issued by the City of Goodyear.

SECTION 5. AMENDMENT TO THE ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning of the Property provided for herein by the adoption of the "Official Supplementary Zoning Map No. 20-21 City of Goodyear, AZ – Rezone Case" declared a public record by Resolution No. 2021-2140, three copies of which are on file with the City Clerk of the City of Goodyear, Arizona and which is referred

to and made a part hereof as if fully set forth in this Ordinance, and the "Official Supplementary Zoning Map No. 20-21 City of Goodyear, AZ – Rezone Case" shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 6. ABRIDGEMENT OF OTHER LAWS

Except where expressly provided, nothing contained herein shall be construed to be an abridgement of any other ordinance, regulation, or requirement of the City of Goodyear.

SECTION 7. CORRECTIONS

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

SECTION 8. SEVERABILITY

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

SECTION 9. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

SECTION 10. PENALTIES

Any person who violates any provision of this Ordinance shall be subject to penalties set forth in Section 1-2-3 of the City of Goodyear Zoning Ordinance as it may be amended from time to time and which currently provides:

Section 1-2-3 Violations and Penalties

A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, building, structure, sign, landscaped area, parking lot or fence, or to permit the use of any lot or land contrary to, or in violation of any provisions of this Ordinance, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land use that is specifically prohibited by this Ordinance or

is unspecified and not classified by the Zoning Administrator is prohibited in any district.

B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (Person). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.

C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.

D. Penalty. Any Person who violates any of the provisions of this Ordinance and any amendments there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:

1. Subject to civil sanctions of not less than one hundred dollars ($100) nor more than one thousand dollars ($1,000) per offense; or

2. Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars ($2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the City of Goodyear Municipal Court for violations hereunder.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this _____ day of _____, 20_____.

_____
Georgia Lord, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, the undersigned Darcie McCracken, being the duly appointed, qualified City Clerk of the city of Goodyear, Maricopa County, Arizona, certify that the foregoing Ordinance No. 2021-1497 is a true, correct and accurate copy of Ordinance No. 2021-1497, passed and adopted at a regular meeting of the Council of the city of Goodyear, Maricopa County, Arizona, held on the _____ day of _____ 20____, at which a quorum was present and, by a _____vote, _____voted in favor of said ordinance.

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

_____

seal City Clerk

Name of Map: Web Map

Description:



Name of Map:ASLD Rezone

Public Comments

Includes written comments received via e-mail or U.S. Mail by end of business on March 10, 2021

Personal information such as addresses, phone numbers, and e-mail addresses have been redacted.

Katie Wilken

From: Tony Mena
Sent: Wednesday, February 3, 2021 9:34 PM
To: Katie Wilken
Cc: ICE Tony; Mena Tonya
Subject: Don't Rezone Near Sedella

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Ms. Wilken,
I am Tony Mena. I am an alum of Goodyear's LEAD program, and I am a retired USAF lieutenant colonel. As my second career, I am also a senior corporate manager for Amazon. My wife and sons made Goodyear our forever home, building our dream home in Sedella in 2015. These past four years, we have watched with sadness as Goodyear turned the adjacent land near Indian School and the 303 into an industrial/warehouse district, but as long as the industrial rezoning stayed east of Cotton, we were willing to stay in Sedella and pour our energy and resources into Goodyear.

Today, we were informed Goodyear plans to rezone the land directly south of Sedella to allow even more industrial construction. This is too much, and it's not responsible long-term strategy. With plans to build more warehouses and industrial buildings right outside our neighborhood's very entrance, Goodyear is crowding, yes even choking, our Sedella community out of existence with industrial-related nuisances like a never ending wave of tractor trailers, a transient population, and the pollution and crime that follows. We cannot help but feel as if Goodyear has forgotten about our proud community.

Please help me understand. What is Goodyear's intention for Sedella? Will you continue to cut us off from the rest of our beloved city, or will you help us do the right thing and contain Goodyear's already robust industry zone to stay east of Cotton.

Help us do the right thing before Sedella's citizens are forced to relocate to a city whose growth plan we can understand. I stand ready to chat if you have questions. Thanks for your time.

Very Respectfully,

Tony and Tonya Mena

Katie Wilken

From: Cathi Soule [redacted]
Sent: Thursday, February 4, 2021 7:44 AM
To: Katie Wilken
Subject: Re-zoning - PLS STOP

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Hello,
Please stop rezoning agricultural into industrial at south of Indian school, east of Perryville, west of Citrus, north of McDowell. Our area is quickly turning into a big concrete jungle, pushing out wildlife. NOBODY WANTS TO LIVE LIKE THIS.
Thanks,
Cathi Soule

Katie Wilken

From: Angelique Alfier [redacted]
Sent: Thursday, February 4, 2021 7:53 AM
To: Katie Wilken
Subject: ASLD Rezone

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Hello,

I will not be able to attend the meeting due to work, however I would like to say I am against the rezoning. We have so many industrial building as is, we don't need one in our backyard as well. Goodyear is so beautiful, and one of the reasons we moved to Sedella was because of the beautiful agriculture, however I know times are changing and we need to keep up with the many people moving to Goodyear. I'm assuming the only option is to make it industrial because of the prison. Please don't put a huge industrial building next to our beautiful neighborhood, I can only imagine if we ever go to sell our house what people will say. We do not need the extra traffic, I'm sure we will have more than enough with the amazon building that is in front of a two lane road. Let's keep Goodyear beautiful and keep agriculture apart of this beautiful city. Thank you for listening, have a good day!

Katie Wilken

From: michael daniels[redacted]
Sent: Thursday, February 4, 2021 11:42 AM
To: Katie Wilken
Subject: ASLD Rezone - concerns

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Good morning Ms. Wilken,

We are Mike and Debbie Daniels of [redacted] Street and are writing you with our comments regarding the rezoning proposal letter we received from the City of Goodyear.

We recently retired from CA to AZ and with much consideration, decided to settle on the your beautiful city of Goodyear. We reside in the lovely housing track known as "Sedella." We chose this area because it is not too close to the busy city, but yet not too far. In addition, we love the farmland and "country feel" about it. It is quite peaceful with a warm, community feel as well.

We were quite shocked, disappointed, and extremely troubled after reading the rezoning proposal letter. Honestly, we had no idea that this could happen . . . that the beautiful farmland adjacent to us could be rezoned—especially for industrial buildings. We live in a quiet, peaceful, and relaxing community. Please don't spoil that by adding industrial buildings so close to us. It's just crazy that that would even be a possibility.

We are also very concerned about the increase in traffic, and large trucks, etc. We walk and/or ride our bikes daily in and around the Sedella community, as others do, and safety to all of us will definitely be compromised, in my opinion.

Another factor to consider is the home value of everyone's property. This track is fairly new, and growing, but this rezoning decision may deter other potential home buyers from wanting to settle here. I'm sure it would not be appealing to them to live right next to an industrial area. This is not what the plan should be—not here.

So, we ask that you please hear us. Please see us over here on the west side—all of us. We are here, in the same great city as you are, and we are extremely unhappy, and frankly a little scared, about this proposal possibly being approved. Please put yourself in our shoes. Please don't allow this agricultural area to be zoned for industrial development.

Thank you for your consideration,

Mike and Debbie Daniels
[redacted]
Goodyear, AZ 85395

Sent from Mail for Windows 10

Katie Wilken

From: Allison [redacted]
Sent: Thursday, February 4, 2021 12:36 PM
To: Katie Wilken
Subject: Agricultural rezoning

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Ms Wilkes,
We received notice that the area south of Indian School in between Perryville and Citrus is being rezoned from agricultural to industrial. As a home owner in the Sedella community, tax payer, parent in Goodyear I am strongly against this. This will greatly impact home values and neighborhood safety. We would like information on the approval process and if you are getting input from residents in the area. Surely the industrial complex along the freeway should have limits as you start encroaching on the nearby school and community. I would appreciate any information you have for how I can make our voices from the community heard.
Thank you,
Allison Bassett

Sent from my iPhone

Katie Wilken

From: Danielle G[redacted]
Sent: Thursday, February 4, 2021 2:48 PM
To: Katie Wilken
Subject: No Farms No Food

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Dear Ms. Wilken,

As a resident of Buckeye, your nearby community, I am writing to implore you to please reject the re-zoning of agricultural land on February 16th. Furthermore, I encourage you to put in place processes to protect what little agricultural land is left. While I understand that at first glance it may be desirable to boast growth and jobs, in reality it is a huge detriment to Goodyear, it's surrounding communities and all of Arizona. By closing down agriculture we are not only eliminating those jobs but making ourselves reliant on non-local food sources. Some of the soil in these lands has been cultivated for many years and it is not just as simple as relocating. Please think about the future instead of short term goals and profit. Please don't allow our fresh food supply to be cut off.

Sincerely,
Danielle Guerrero

Katie Wilken

From: Ken W[redacted]
Sent: Friday, February 5, 2021 7:56 PM
To: Katie Wilken
Subject: Re-zoning across from Sedella

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Hi Ms. Wilken!

I'm concerned about this meeting regarding the potential rezoning of the parcel south of my community. I'd like to be able to understand more of why this is considered, what the impact will be to home values, and what does the city plan to do to minimize future traffic. With the industrial traffic at the 303 development as well as the Microsoft data center, we're in desperate need of more lanes on Indian School Rd.

Hopefully, the city will allow residents of our community to provide comments or input as to why this is being considered. There is plenty of other open land area not directly across from a housing community.

I appreciate any information/details that can be shared.

Thank you,

Ken Welch
[redacted]

Katie Wilken

From: Christopher Jones [redacted]
Sent: Monday, February 8, 2021 10:52 AM
To: Katie Wilken
Subject: ASLD Rezone

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Ms Wilken: I received the Notice of Application and Neighborhood Meeting on 2/3/21. The meeting is scheduled for 2/16/21 and it will be a virtual meeting. That is absurd!

You have given the residents adjacent to this proposed development a miniscule amount of time to research and collaborate on concerns about the project. On top of that, you are refusing to release any details of the project due to a non-disclosure agreement. How can we ask relevant questions or voice concerns when we don't know much about the planned development. Words like "manufacturing facility on a corporate campus setting" scare the heck out of me. These are politician's words to say "factory with adjacent office building". When was the last time you saw a "campus" with 140 foot tall cooling towers!

I know the tone of this email sounds a little angry. Ya got that right!
How dare you so obviously try to shove this development down the throats of your fellow citizens with minimal time to respond to an issue you won't even describe?

Christopher Jones [redacted]
Litchfield Park, AZ 85340

Katie Wilken

From: Shawn Hambright [redacted]
Sent: Tuesday, February 9, 2021 10:50 AM
To: Katie Wilken
Subject: Re: ASLD Rezone - Additional Information

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Hi Katie!

We wanted to send you an email with our concerns, suggestions and questions regarding the Rezoning Application for the property located east of Perryville Road, south of Indian School Road, west of Citrus Road, and north of McDowell Road.

We purchased our home in August of 2020 in the Sedella Community. We back to Indian School but are one street in from the road. I think our biggest concern is the resale value of the homes in the community, as well as our own, while there is construction activity and noise associated with the construction on the parcel as well as traffic on the roads surrounding our community over the next year or more.

1. I would like to propose that the construction vehicles use Perryville/Citrus/McDowell as opposed to Indian School as to not interfere with the traffic flow of exiting our community onto Indian School going east or west. Especially as most will be crossing over Indian School to head east to the 303 and city of Goodyear.

2. I would like to propose all silos and generators be situated as far from Indian School as possible on the property. If they can be situated as far towards McDowell as possible as to not cause extra noise or light pollution to the community or visually obstruct views from the properties that back to Indian School.

3. If the business can situate the entrances into the property to be from Perryville/Citrus/McDowell to again not interfere with traffic flow exiting our community onto Indian School.

Thank you for the consideration,

Shawn & James C Hambright
[redacted]
Goodyear, AZ 85395
Sedella Community

On Thu, Feb 4, 2021 at 1:00 PM [redacted] > wrote:

Received!

Katie, thank you so much for your quick responses and sending addition information for our community so we can be informed for the call next week.

Super appreciate you!

Shawn Hambright

Patrick & Debbie Howell
[redacted]

12 February 2021

Katie Wilken
Planning Manager
Goodyear, AZ 85338

Re: ASLD Rezone Perryville Rd and Indian School Rd

Dear Ms. Wilken,

As residents of Litchfield Farms subdivision, we received notice of the public meeting concerning the rezone of agricultural lands to Planned Area Development. We will not be attending the zoom public meeting but would like to offer some input on the proposal.

The proposal describes the planned development to be "a manufacturing facility on a corporate campus". Our concern is that the FAQ's attached to the notice we received offers nothing to indicate the type of manufacturing planned or that the type of un-named development has even been decided. There is always traffic, air quality and noise issues associated with virtually all forms of manufacturing and the scale of the manufacturing development is a huge component of the impact. What criteria will City of Goodyear use to address these issues and protect the integrity and quality of life in nearby residential areas? The notice appears to indicate the planned proposal is in the very early stages and states that buildings have not been designed yet, although it goes on to say that "some cooling is needed for the process, so there will likely be some equipment similar to silos" and that the operations will run 24/7; that sounds like the type and scale of the manufacturing process is known, at least to the City of Goodyear planning department. The FAQ's also state that earthmoving will begin as early as mid-April. This time frame would indicate that structures and processes are already designed, approved and ready for construction, how else could the earthwork be done to the correct design? Is this public hearing simply a formality so a check mark can be made on a government form and placed in the file?

The proposal states there will be access to/from the proposed facility from Perryville; will City of Goodyear ensure the access will be constructed in such a way as to not interfere with access to Litchfield Farms, which only has two points of access; both on Perryville Road? The FAQ's tries to play down the truck traffic by saying Goodyear will endeavor to prohibit warehouse and distribution as a primary use. The truth is that manufacturing requires some form of raw materials be delivered and the finished product moved out, this will result in significant truck traffic; likely no less than a distribution warehouse. The FAQ's reference that the planned facility will require standby generators and the City of Goodyear will work to protect Sedella (City of Goodyear) from the noise. We are concerned that Industrial generators of the size like those at the nearby Microsoft facility on Indian School and Citrus Road, cannot be made quiet enough to not create significant noise pollution in our community. Even the small motors

on the nearby Duncan Farms irrigation pumps generate significant noise pollution in quiet evening hours.

The FAQ's state that Luke Air Base and Perryville Prison limit the types of development options on the subject property; we are concerned that City of Goodyear is prepared to make any concessions necessary on air quality, traffic, noise pollution, and other environmental issues to push for any type of development that will provide tax revenue to the City of Goodyear.

The conclusion we make from the information you provided in the FAQ's is that the City of Goodyear has already made all the decisions related to this proposal and has a plan and timeline for the manufacturing facility to proceed. We believe the City of Goodyear has the opinion their qualified technical experts have looked at all the potential conflicts and are best suited to decide what is best for the development; one they do not have to live next to. We are also concerned that input from residents of Unincorporated Maricopa County, such as us, may have little impact on decisions the planners are making for the City of Goodyear.

Respectfully,
Patrick & Debbie Howell
Residents Litchfield Farms

Katie Wilken

From: Safe Haven Animal Rescue, [redacted]
Sent: Sunday, February 14, 2021 12:00 PM
To: Katie Wilken
Subject: Fw: Planned Industrial Development

Importance: High

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

I have just heard that there is an attempt to turn south of Indian school, east of Perryville, west of Citrus, north of McDowell into an industrial site. I want you to know that I am very very very against this! I live just off of 195th ave and Indian School and this development will affect me, along with the other residents here. The majority of the buildings in this area are nice homes on 1 acre lots. I absolutely LOVE living next to the farms, but if the area MUST be developed, the only buildings that would blend in with the area are more homes on 1 acre lots. Putting in an industrial complex will not only affect our quality of life, but also our property values.

Please do not allow this to happen!
Laura

Katie Wilken

From: Jessica MacLeod [redacted]
Sent: Sunday, February 14, 2021 8:49 PM
To: Katie Wilken
Subject: Neighborhood Notice Mailing

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Hi Katie,

I'm emailing because some distressing news has come to light today. I had not personally been looking out for my Neighborhood Notice mailing since I have been in regular contact with you and received mine via email. However, I realized I never received mine in the mail today which led me to ask via a poll online. As of right now there are only 25 votes in but 21 of those have NOT received any notification in the mail about this coming Tuesday's meeting. All of these individuals are well aware of the meeting simply because they are active in our online community but there are many families who are not on social media and their only access to a notice of the upcoming meeting may very well be via a mailing. And this is only Litchfield Farms. I am concerned that residents in Sedella and others who have been mailed have not received notification.

I know there is a sign outside Litchfield Farms north gate however there may be residents who solely use the south gate and may have not seen this. And while I have also seen a sign on McDowell I have not seen one on Indian School where Sedella residents would have access to this information.

I understand there are significant delays in mail right now due to COVID but I am concerned that there are residents who still have no idea that this rezoning process is taking place and they will not have a chance to have their voices heard.

Thank you for your attention to this matter.
Jessica Wade

Katie Wilken

From: Jared Johnson
Sent: Monday, February 15, 2021 8:27 AM
To: Katie Wilken
Subject: ASLD Rezone

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Hi Katie,

My name is Jared Johnson and I am a homeowner in the Sedella community located directly north of the proposed rezone area. I do not believe it would be a good idea to have this industrial traffic located so close to homes and the new school in our community.

While I appreciate Goodyear's plan for growth, I don't feel that taking away agricultural land and turning it into industrial so close to homes would be beneficial for property values or safety of school bus traffic in the area. The congestion of truck traffic mixed with residential and school bus traffic would cause issues for all types of drivers and raise safety concerns for children walking in the area.

When homeowners decide to purchase their homes, I believe many of them look at the area around their home and strongly consider the structure of the land around them. When we purchased 5 years ago, we were happy with the PV303 project and how the development was structured. We enjoy having the agricultural areas around our community as it allows for a more peaceful area to live. We did not purchase a home to have industrial areas built all around us, and I believe there are many other homeowners that feel the same.

I hope that the city of Goodyear leadership understands the repercussions of what rezoning this area could cause our community and that they preserve the agricultural land around our community. I believe people in our community enjoy watching the crops grow and flourish as well as the livestock such as horses and cows. It's great for younger generations to be able to see how farms provide food for tables and view animals without going to a zoo.

Respectfully,

Jared Johnson

Katie Wilken

From: Becky Carrasco [redacted]
Sent: Monday, February 15, 2021 9:21 PM
To: Katie Wilken
Cc: My Info
Subject: rezoning area by Perryville - Citrus

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Good evening Ms. Wilken,

I hope this email finds you in good health and enjoying your evening. My name is Becky Carrasco and I am a mother and grandmother that is raising my children and grandchildren in the community of Sedella. I have been informed that if we have concerns about this rezoning issue we're hearing of between the areas of Indian School to McDowell and Perryville to Citrus (though my concern is including all the way through Cottonlane) to address it to you. I apologize in advance if you are not the correct person and if you are not the correct person I would ask that you please forward it to the correct person in a timely manner please. As I stated in the above paragraph, I have been living in the beautiful community of Sedella for the last 3 years raising my family. My family and I have moved to this area because we absolutely LOVE the peace and quiet and most certainly APPRECIATE the agricultural community. I highly doubt those owners of those ugly industrial buildings will appreciate the quiet and beautiful agricultural community the way most of us residents have and do.

I was born and raised in west Phoenix as I am a true native of Arizona. I can remember back when I was a little girl living in west Phoenix driving out to Tolleson, Avondale, Litchfield Park and Goodyear there was nothing but beautiful farmland and deserts. I am now in my 50's and of course much of this has gone away due to industrial owners that do not appreciate the peace, quiet and beautiful agricultural community and desert area in this part of the county. Myself and many of my fellow residents moved here to get away from the noise, crime and pollution of the city but yet live close enough to commute into it to work and provide for our families. If you and our elected city officials allow these industrial corporations to take over Goodyear will lose its beauty and peaceful living it's known for.

Someone had already allowed a business to plow and cut down the large trees on one side of Citrus Road (homes to wildlife such as hawks, owls and birds). Those trees have been there for many years and even though a few were dead and knocked over they were still a focal point of history from this agricultural community. Now you all want to allow large, cold, ugly buildings that will block the beautiful views of our majestic White Tanks mountains that we love to see as we enter into this beautiful west community that is separated from a very busy and noisy city. It is unknown what kind of traffic pollution, noise pollution and water pollution these industrial corporations will bring to this side of our valley but when we want to raise our families away from the increased pollution of each of those categories we ask, even BEG with our officials to reconsider allowing these industrial buildings here.

There's also the fact that we have Luke Air Force jets that fly in these areas and God forbid a training pilot needs to make an emergency landing and can't make it to the base. If you keep selling off the building farmland or deserts you're also risking the lives of our fine men & women training without much space to make an emergency landing. If they crashed into an industrial building or buildings they'd risk lives of innocent employees working there. The farmers need to continue planting and providing food for our community and it is truly needed and unfortunately the land is getting bought up by greedy developers that don't care about anyone but their own pocketbooks and reputations.

Plus in this area, we have beautiful wildlife. Coyotes, owls, hawks, javelina, and even on occasion Bob cats and deer (in the Verrado areas). We have beautiful livestock such as cows & horses that we all in this area appreciate too. It really is an area that makes us feel separated from the busyness of the main city. If they kept building we will lose those precious agricultural and desert wildlife.

I'm sure industrial corporations can find plenty of abandoned or vacated buildings in the city closer to Phoenix where they're already used to the noise, pollution and traffic. If they can't then maybe they should look elsewhere as this community doesn't want them here. PLEASE, PLEASE do not let them to continue to buy out the farming agricultural community or beautiful untouched desert in our far west valley of peaceful Goodyear, Litchfield Park, Pebble Creek, Waddel, Verrado, and Buckeye. I pray in Jesus name that our city officials will not allow this to happen and that they too would fight to keep these beautiful farmlands and deserts untouched. We love our farmers and what they do for our

families and communities. We love the untouched deserts and all the wildlife that live with it and us. This is Gods beautiful artistry in this part of the environment. We hope you all can see and keep this peaceful beautiful gem and not expect industrial corporations to keep this part of the valley as beautiful as it is and had been for many years. Find gems are hard to find and should be protected and appreciated not abused or sold to those that do not care for them. There's already enough large UGLY buildings along the 303 please don't bring anymore closer to our family communities or farming communities or deserts.
Thank you for your time,
Becky Carrasco & family

Katie Wilken

From: Leslie Levan <[redacted]>
Sent: Wednesday, February 17, 2021 7:21 PM
To: Katie Wilken
Subject: Rezoning property on Perryville

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Good morning or evening,
I am writing to let you know that I did not receive a notice of the meeting that was held Tuesday 2/16/2021. My neighbor, Jessica Wade has been in contact with you and that is where I am getting my information.
I am against the rezoning project. I am worried about the effects of the additional traffic, the people that it brings into the area, the amount of lights that will be installed and how all of that impacts my safety and my property. I am terrified that those lights will light up my yard and my house, giving me no privacy. The HOA and community are required to follow night sky rules. I seriously doubt this project will be following the same rules.
Without information about the change in Perryville, there are no guarantees that there will be direct access to my neighborhood which causes me to be concerned that safety vehicles will have difficulty in reaching someone in need.
The size of the building and the number of people that will come into the area also causes me concern. The exhaust that the cars will bring will have an adverse effect on my health as well as people who live in my community. The size of the buildings will adversely affect the look of the area. The surrounding areas are home and this huge building will be an eyesore. It will be so out of place that I believe the property value of my home will drastically decrease based on this huge building across the street. I understand the property can only be used for commercial purposes. I believe a business that needs small buildings that can blend into the environment would be better suited to the surrounding area.
I was unable to email the council members. Not sure why there was no email address and no way to access the links provided in their bios and websites. I would appreciate it if you could forward my email to them.
Thank you for your time.
Leslie LeVan

Katie Wilken

From: Nikki Suppeland
Sent: Thursday, February 18, 2021 6:19 AM
To: Katie Wilken
Subject: Perryville

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

I was unable to attend the zoning meeting this week. Could you tell me how far north the widening of Perryville is going to go?

Our house backs up directly to Perryville (near the intersection of Camelback). It's already quite loud with the current traffic; I can't imagine my backyard will be very relaxing if Perryville is widened to 4 lanes. We moved out here because of the country feel. We paid extra for our lot when we built because there are custom homes behind it, so we knew no one would build behind us. It saddens me that we are losing our country feel. I love our home and I love Goodyear, but I don't know how we will be able to stay in our current location if Perryville is extended to 4 lanes all the way to Camelback.

Thank you for your time,
Nikki Suppeland

Katie Wilken

From: David Silver[redacted]
Sent: Wednesday, February 24, 2021 12:51 AM
To: Katie Wilken
Subject: Re: ASLD Rezone - Notice of Public Hearing

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Thanks will try to make it. They don't need any land past Thomas.! I was at the online neighborhood meeting. It's quite clear that most of this agriculture land needs to be preserved! Why ?well for the preservation of farming jobs and or for prisoners activity's pertaining too. Guess what we may quickly need that farming land for agriculture farming in difficult and challenging economic times across this country nearby so we won't need to scramble looking for land that's already has buildings on it. State laws pertaining to residential private property neighborhoods will NEVER BE AN OPTION! Too many homeowners know the laws and would rezone their property Historic if nessesary unless a public road expansion. Anyway that's not the issue here, I think most people at the online meeting in my opinion think these meetings are not going to make a difference and that the city council is just going to follow their economic business model from the state and or engineers and Not think outside the box of how their trained/ influenced and do what their going to do anyway. I hope Im Wrong. The cost to expand Perryville Rd beyond 2 lanes in each direction and take out the cement irrigation ditch and trees to the east isn't financially worth it unless you go west on that buckeye lot. Someone at the meeting asked why not use all that open land west of Tonopah??!! And drive a little more??? Please convey this to the city council, Laurie and or the engineer for me. Canada Village is the furthest Residential Neighborhood from the PAD ASLD just off Citrus of about a 125 private property owners with a Neighborhood Alliance No HOA And affordable property taxes and or affordable housing home ownership. We have been here a long time and will be for very long time . A Number of City Council Members over the years have attended our GAIN and Neighborhood Alliance/Block Watch Meetings and other community volunteer activities and we are appreciative of that. Thanks for Listening! Dave

Sent from my iPod

On Feb 23, 2021, at 20:00, Katie Wilken <Katie.Wilken@goodyearaz.gov> wrote:

> Good evening,
>
> You are receiving this e-mail because you have reached out to the city of Goodyear regarding the proposed ASLD rezone. The public hearings before the Planning and Zoning Commission and City Council have been scheduled for March, attached is a copy of the notice for the public hearings.
>
> > A public hearing is scheduled for this project before the **Planning and Zoning Commission on Wednesday, March 10, 2021 at 6:00 PM** at the Goodyear Municipal Court and Council Chambers, 14455 West Van Buren Street, Building B, Goodyear, Arizona 85338.
> >
> > If the Planning and Zoning Commission votes to forward a recommendation to the Goodyear City Council, then a second public hearing will be held by the **City Council on Monday, March 22, 2021 at 6:00 PM** at the Goodyear Municipal Court and Council Chambers, 14455 West Van Buren Street, Building B, Goodyear, Arizona 85338.

Katie Wilken

From: Christopher Jones [redacted]
Sent: Wednesday, February 24, 2021 6:26 AM
To: Katie Wilken
Subject: Re: ASLD Rezone - Notice of Public Hearing

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Ms Wilken: I have previously voiced my displeasure with this project to you. I had prepared pages of questions and comments to present at the Feb 16 virtual mtg. However, on the afternoon before the meeting, I had a realization and chose not to participate.

My realization was that I was causing myself great suffering by worrying about what was going to happen to my neighborhood and the quality of my life as a result of the project (to say nothing of my real estate value declining). It was quite obvious that this project was a "done deal" (at least as far as the city of Goodyear was concerned) before it was ever presented to our neighborhood. The sham of these public hearings is just that, a sham.

Therefore, I have decided to watch with interest as this goes forward, because 'watching with interest' is much healthier for me than 'gnashing my teeth and wailing'.

I genuinely wish you and the Goodyear city fathers peace and prosperity. I further wish that, in the future, no one upsets your lives as much as our lives have been.

Chris Jones
[redacted]

On 2/23/2021 8:00 PM, Katie Wilken wrote:

> Good evening,
>
> You are receiving this e-mail because you have reached out to the city of Goodyear regarding the proposed ASLD rezone. The public hearings before the Planning and Zoning Commission and City Council have been scheduled for March, attached is a copy of the notice for the public hearings.
>
> > A public hearing is scheduled for this project before the **Planning and Zoning Commission on Wednesday, March 10, 2021 at 6:00 PM** at the Goodyear Municipal Court and Council Chambers, 14455 West Van Buren Street, Building B, Goodyear, Arizona 85338.
> >
> > If the Planning and Zoning Commission votes to forward a recommendation to the Goodyear City Council, then a second public hearing will be held by the **City Council on Monday, March 22, 2021 at 6:00 PM** at the Goodyear Municipal Court and Council Chambers, 14455 West Van Buren Street, Building B, Goodyear, Arizona 85338.
>
> If you missed the neighborhood meeting or would like to view it again, we have posted it to youtube here: https://youtu.be/0G8hYDP2axw. Project updates are being posted at www.goodyearaz.gov/devapps (select "ASLD Rezone" from the drop down menu).

Katie Wilken

From: Peggy Fehlman <pfehlman@azdot.gov>
Sent: Thursday, February 4, 2021 9:37 AM
To: Katie Wilken
Subject: Re: City of Goodyear Notice of Application and Neighborhood Meeting - ASLD Rezone (Case No. 21-200-00001)

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Thank you for the notification of the above-referenced proposed development.

ADOT is neutral on Zoning matter. As such, ADOT has no comment.
ADOT traffic engineering may offer additional comments, it is recommended that the developer ascertain if a traffic study or permit will be necessary. We appreciate receiving the notice, and the opportunity to review and comment. I am happy to assist with any other questions or concerns.

Kind Regards,

Peggy Fehlman
Right of Way Coordinator
ADOT Central District
2140 W. Hilton Avenue
Phoenix, AZ 85009
(602)712-6622 Office
www.azdot.gov

ADOT
Infrastructure Delivery and Operations

On Tue, Feb 2, 2021 at 3:40 PM Katie Wilken <Katie.Wilken@goodyearaz.gov> wrote:

> Good afternoon,
>
> The city of Goodyear has received a request to rezone approximately 1,100 acres of land bounded by Indian School Road to the north, Citrus Road to the east, McDowell Road to the south, and Perryville Road to the west. The request is to rezone the property from Agricultural (AG) to Planned Area Development (PAD) to facilitate an industrial development. A copy of the notice that was sent via US Mail and a vicinity map is attached.

Maricopa County
Department of Transportation

Transportation Systems Management Division
2901 W. Durango Street
Phoenix, AZ 85009
Phone: 602-506-8676
Fax: 602-506-8758
www.mcdot.maricopa.gov

March 1, 2021

City of Goodyear
Development Services Department, Planning and Zoning Division
P.O. Box 5100
Goodyear, AZ 85338

Re: ASLD Rezone, Case Number: 21-200-00001

Delivered via-email: katie.wilken@goodyearaz.gov

To Whom It May Concern:

Maricopa County Department of Transportation (MCDOT) has reviewed the notice provided on the above referenced project. MCDOT requests to be included in the review of plans for development along Perryville Road and McDowell Road. MCDOT currently owns/operates/maintains these principal arterial roadway alignments and will need to review the TIA/TIS to understand potential impacts and improvements. MCDOT also requests discussion if the City of Goodyear plans to annex these two alignments in the future. In addition, due to the close proximity to SR303L and I10 it is recommended that the applicant contact ADOT through the Red Letter Process.

If you have any questions, please contact me directly at 602-506-1766 or Lynndsay.ONeill@maricopa.gov

Sincerely,

Lynndsay O'Neill
Senior Planner
Maricopa County Department of Transportation

CC: Kellee Salas, Intergovernmental Liaison, MCDOT

Douglas A. Ducey
Governor

Lisa A. Atkins
Commissioner

Arizona State Land Department

1616 West Adams, Phoenix, AZ 85007
(602) 542-4631

March 5, 2021

City of Goodyear Planning & Zoning Commission
14455 West Van Buren Street
Suite B101
Goodyear, AZ 85338

RE: ASLD Rezone – Case Number 21-200-00001(PAD)

Dear Chairman Bray and Commissioners,

The Arizona State Land Department (ASLD) has authorized the City of Goodyear (City) to act as its agent to rezone approximately 1,100 acres of State Trust Land (STL) in the City to PAD. The subject parcel is generally bounded by Indian School Road to the north, McDowell Road to the south, Perryville Road to the west and Citrus Road to the east (the "Parcel").

The Federal government granted STL to Arizona at statehood to serve as an asset to fund critical public services, such as the State's primary schools, universities, and prisons. As the administrator of the Trust, ASLD has a fiduciary obligation to manage the STL in a way that ensures maximum value for the State's 13 designated Beneficiaries. ASLD accomplishes this, in part, by rezoning STL that is within the natural path of development. The Parcel's proximity to Interstate 10 and State Route 303, coupled with the City's General Plan designation of Industrial and Office, makes it uniquely situated for a regionally significant economic development opportunity. Consequently, the ASLD appreciates the City's efforts to rezone the Parcel.

The Parcel's available land uses are influenced by several external factors, including the Accident Potential Zone and noise contours associated with Luke Air Force Base (LAFB), its proximity to the existing Arizona State Prison Complex - Perryville, and its proximity to several freeway corridors. We believe the PAD represents the land's highest value for the Trust, creating a valuable economic development asset that will benefit the City in the future, while also respecting the operations of LAFB. The City has created an entitlement framework with the most appropriate land uses that also addresses feedback received through the public participation process, with buffers and development standards that provide transitions to residential areas to the west and LAFB to the east.

The Parcel is currently under separate leases to the Arizona Department of Corrections and to Duncan Family Farms. All leases for STL include standard language notifying the lessee of lease termination upon sale of the land. We recognize the value that our agricultural partners provide

not only to the City, but to all Arizonans, and are working closely with the current agricultural lessee to identify suitable alternative STL where they can continue their farming efforts.

Because there has been a high-value potential user identified for this site, the land is scheduled to be auctioned on April 21, 2021. Should changing circumstances result in the auction being postponed, the current uses will continue until another auction date is deemed appropriate. With the PAD zoning in place, the Parcel will be ready to accommodate future economic development opportunities that are suitable for the site.

Because the City has been working with a potential user for this Parcel, certain infrastructure requirements typically included with the PAD have been contemplated within a companion Development Agreement (DA). ASLD is required to sell or lease STL through a public auction process, so the ultimate buyer or lessee is unknown prior to completion of the auction. In the absence of a DA approved by the City Council, ASLD intends to move this PAD application forward by completing the outstanding necessary components, including identifying the offsite water, wastewater, circulation and drainage improvements that will be necessary to facilitate the final PAD. Once those elements are completed, ASLD will continue this case forward for City Council approval. After the land is sold, during the development phase these studies will be augmented through the City's Engineering Design Standards and Policies, which will require more detailed water, wastewater and drainage reports and a traffic impact study.

We appreciate the efforts of the City of Goodyear staff that have worked to bring a PAD to the Commission and request your support for this application.

Sincerely,

Lisa A. Atkins
Commissioner
Arizona State Land Department

March 5, 2021

City of Goodyear Planning & Zoning Commission
RE: ASLD 1100 PAD Rezoning Request

Members of the Planning and Zoning Commission:

The Arizona Alliance for Livable Communities (AALC) is writing to voice our support for the rezoning of 1,100 acres of State Trust Land to Planned Area Development. It is our understanding this parcel will be developed as a corporate employment center providing well paid, highly skilled jobs for Goodyear residents as well as for residents of neighboring communities. We also recognize that proceeds from the sale of the State Trust Land will be a contribution to the Permanent Fund, ultimately helping fund K-12 education, thus creating a benefit for all Arizona residents. As such, the rezoning opportunity presents a WIN-WIN scenario. With the additional recommendation from the City to the project developer to actively consider an innovative solution of how to continue some level of critical food production on-site, this opportunity becomes a potential WIN-WIN-WIN scenario.

The AALC is a statewide organization that represents a broad range of planning, public health, and transportation professionals from both the public and private sectors. The goal of the AALC is that every Arizona community will be "vibrant, safe, and healthy, providing equitable opportunities for all people to thrive". This can be achieved through the development of healthier communities that include increased transportation and housing options, access to healthy, locally grown food, as well as opportunities to be active.

Goodyear General Plan

The Goodyear General Plan incorporates references to "healthy eating", "healthy community", "access to healthy food", "preservation of agricultural lands for the growing of food" and "support local agriculture".

For example:

- Goal CC-7: A community with access to healthy eating and active lifestyle opportunities.

  Planning for a healthy community can address chronic diseases, reduce healthcare costs, and increase the overall wellbeing of our community.

  Existing assets that may assist in implementation: Local food growers such as Duncan Family Farms.

  Objective CC-7-1 - Ensure residents, visitors, and workers have access to healthy food.

  Policies - c. Promote the preservation of agricultural lands for the growing of food.

- Goal ED-2: An environment that nurtures locally based employment and economic opportunity.

Small businesses and homegrown entrepreneurs greatly benefit the economy. According to Local First Arizona, for every $100 spent at a locally owned business, $73 remains in the local economy while for every $100 spent at a non- locally owned business, $43 remains in the local economy. The desire for "mom and pop" restaurants and stores was expressed by the community during the update of the General Plan.

Objective ED-2-3 - Seek unique and distinctive opportunities to foster small and/or local business in Goodyear.

c. Support local agriculture, from Duncan Family Farms to community gardens to farmer's markets, that produce food and goods that are sold locally.

The Goodyear General Plan includes a Vision, Goals and Policies that focus on making Goodyear a healthy community. Access to healthy food plays a key role for creating a healthy community. The AALC supported the goals and policies as they were being adopted and now recommends Goodyear decision makers identify how growing food and related agriculture uses can implement and realize the healthy community vision. Specifically, we are recommending further consideration of how growing food can co-exist as a complementary element of a high tech employer.

PAD Permitted Uses

The AALC has reviewed the rezoning case and is proposing the following complementary uses to help create a balance of land uses that contribute to implementation of the Goodyear General Plan.

3.5.2: Permitted Uses – Proposed Complementary Permitted Uses:

- Transition/buffer setback from adjacent residential neighborhoods – local growers can lease the land and/or community gardens can be provided for employees and their families;
- Office and manufacturing buildings include roof gardens;
- Employee parking be consolidated into parking structure with roof top gardens;
- Encourage research facilities with a focus on technology for addressing climate change specifically as it relates to growing food and the related use of water.
- Controlled Environment Agriculture facilities
- Agriculture research facilities

The AALC anticipates that the primary use for the land will be a high tech company employing thousands in high paying, high skilled jobs. The AALC recognizes that this rezoning case is the first step in the planning and development process and that there will be few, if any, zoning stipulations included if the PAD is approved.

The AALC is recommending that the City provide guidance and encourage the project developer to consider how food growing and related agriculture uses can be accommodated on the ASLD site as they advance to the next step in the planning review and approval process.

If you have questions, please contact Dean Brennan, dbrennan.plc@cox.net, 480-390-9185

Thank you for your consideration,

Dean Brennan, FAICP
Arizona Alliance for Livable Communities
livableaz.org/

Katie Wilken

From: Sun Produce Cooperative <sunproducecoop@gmail.com>
Sent: Thursday, March 4, 2021 4:09 PM
To: Katie Wilken
Subject: Letter of Support for the Goodyear ASLD - rezone attached
Attachments: Letter-GoodyearASLD.pdf

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Katie -
Please see attached a letter of support for the City of Goodyear ASLD -rezone with some additional recommendations included.

Thank you very much for your consideration.
Please let me know if you would like any further information.
Sincerely,
Cindy Gentry

Included a copy of the Arizona Alliance for Livable Communities Letter.

Katie Wilken

From: Kenneth Steel <kennethsteel@pinnacleprevention.org>
Sent: Thursday, March 4, 2021 3:42 PM
To: Katie Wilken
Cc: Adrienne Udarbe
Subject: ASLD PAD Rezoning Letter to Planning and Zoning Commission
Attachments: Letter_GoodyearASLD_PAD_Pinnacle.pdf

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Hi Katie,

Please accept this letter to the City of Goodyear Planning and Zoning Commission members on behalf of Pinnacle Prevention regarding the ASLD PAD rezoning.

We thank you and others involved in advance for your consideration.

Sincerely,

Kenneth Steel, MPH (he, him, his)
Healthy Communities Programs Manager
Pinnacle Prevention

281-798-9978 | 480-307-6360
250 S. Arizona Ave., Suite 6 Chandler, AZ 85225
kennethsteel@pinnacleprevention.org
https://www.pinnacleprevention.org/_

Included a copy of the Arizona Alliance for Livable Communities letter.

Katie Wilken

From: DEAN BRENNAN <dbrennan.plc@cox.net>
Sent: Thursday, March 4, 2021 3:15 PM
To: Katie Wilken
Subject: ASLD PAD Rezoning - Letter from Arizona Alliance for Livable Communities
Attachments: AALC Letter_Goodyear_ASLD PAD_P&Z_3.10.21.docx

⚠ This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Hi Katie,

Attached is the letter from the Arizona Alliance for Livable Communities(AALC) to the Planning & Zoning Commission regarding the ASLD PAD rezoning.

AALC supports the jobs that will be created and hoping there can be a balance between job creation and the healthy community goals and policies adopted in the General Plan.

Please contact me if there are questions.

Dean

Dean Brennan, FAICP

Arizona Alliance for Livable Communities http://livableaz.org/

dbrennan.plc@cox.net

480-390-9185

Included a copy of the Arizona Alliance for Livable Communities letter

March 5, 2021

City of Goodyear Planning & Zoning Commission

RE: ASLD 1100 PAD Rezoning Request

Members of the Planning and Zoning Commission:

I am writing to voice my support for the rezoning of 1,100 acres of State Trust Land to Planned Area Development. It is my understanding this parcel will be developed as a corporate employment center providing well paid, highly skilled jobs for Goodyear residents as well as for residents of neighboring communities. I also recognize that proceeds from the sale of the State Trust Land will be a contribution to the Permanent Fund, ultimately helping fund K-12 education, thus creating a benefit for all Arizona residents. As such, the rezoning opportunity presents a WIN-WIN scenario. With the additional recommendation from the City to the project developer to actively consider an innovative solution of how to continue some level of critical food production on-site, this opportunity becomes a potential WIN-WIN-WIN scenario.

Goodyear General Plan

The Goodyear General Plan incorporates multiple references to "healthy eating", "healthy community", "access to healthy food", "preservation of agricultural lands for the growing of food" and "support local agriculture". Below are some examples that stood out:

- Goal CC-7: A community with access to healthy eating and active lifestyle opportunities.
    - Planning for a healthy community can address chronic diseases, reduce healthcare costs, and increase the overall wellbeing of our community.
    - Existing assets that may assist in implementation: Local food growers such as Duncan Family Farms.
    -

Objective CC-7-1 - Ensure residents, visitors, and workers have access to healthy food.

Policies – c. Promote the preservation of agricultural lands for the growing of food.

- Goal ED-2: An environment that nurtures locally based employment and economic opportunity.
    - Small businesses and homegrown entrepreneurs greatly benefit the economy.

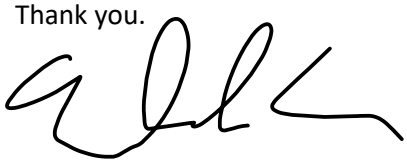
      Objective ED-2-3 - Seek unique and distinctive opportunities to foster small and/or local business in Goodyear.

      c. Support local agriculture, from Duncan Family Farms to community gardens to farmer's markets, that produce food and goods that are sold locally.

The Goodyear General Plan includes multiple provisions that focus on making Goodyear a healthy community. In the General Plan, the city chose to embrace its agricultural heritage and place value on the impact local producers can have on both resident wellbeing and the economy. I recommend further consideration of how growing food can co-exist as a complementary element of the ASLD development as well as other future development opportunities.

I recognize that this rezoning case is the first step in the planning and development process and that there will be few, if any, zoning stipulations included if the PAD is approved. I am recommending that the City provide guidance and encourage the project developer to consider how food production and related agriculture uses can be accommodated on the ASLD site as it advances to the next step in the planning review and approval process. Thank you for your consideration, I look forward to more discussion on developing a winning solution.

Thank you.



Eddie Case

3 March 2021

TO: City of Goodyear Planning and Zoning commission --gycdev@goodyearaz.gov

RE: ASLD 1100 PAD Rezoning Request

TigerMountain Foundation is writing to voice our support for the work of Pinnacle Prevention, Kenneth Steele and the Arizona Alliance For Livable Communities for the rezoning of 1,100 acres of State Trust Land to Planned Area Development. It is our understanding this parcel will be developed as a corporate employment center providing well paid, highly skilled jobs for Goodyear residents as well as for residents of neighboring communities. We also recognize that proceeds from the sale of the State Trust Land will be a contribution to the Permanent Fund, ultimately helping fund K-12 education, thus creating a benefit for all Arizona residents. With the additional recommendation from the City to the project developer to actively consider an innovative solution of how to continue some level of critical food production on-site, this opportunity becomes a potential winning scenario for all of us living in food deserts.

TigerMountain Foundation helps alleviate food scarcity through community gardens and urban farms so that all community members have access to healthy, locally grown food, as well as opportunities to be active.

We understand that the primary use for the land will be a high-tech company employing thousands in high paying, high skilled jobs. The AALC recognizes that this rezoning case is the first step in the planning and development process and that there will be few, if any, zoning stipulations included if the PAD is approved.

TigerMountain is recommending that the City provide guidance and encourage the project developer to consider how food growing and related agriculture uses can be accommodated on the ASLD site as they advance to the next step in the planning review and approval process.

If you have questions, please contact me.

Sincerely,

Darren Chapman

Darren J. Chapman
CEO - Founder - TigerMountain Foundation

From: Jessica MacLeod
To: Katie Wilken
Subject: Re: ASLD Rezone - Staff Report, PAD, & Packet posted
Date: Tuesday, March 9, 2021 8:52:26 PM
Attachments: Outlook-lcvxknpf.png
Outlook-l0poelxp.png
Outlook-2oa5p2v0.png
Outlook-eubame2v.png
Outlook-03f1aqnz.png
Outlook-afnuly4m.png
Outlook-yuhf34sz.png

This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Thank you for answering my previous questions and taking my phone call today. After our call this afternoon I researched Planning and Zoning Hearing that occurred in Mesa on February 24, 2021 to prepare myself for tomorrow's meeting. For reference the case number is ZON20-00538. Unfortunately, we don't have a site plan like these residents had which makes it even harder to foresee potential problems but I can imagine that their problems would easily become ours therefore we would like to address some of the issues in our PAD.

Solar panels were put into the design but concern arose over the glare that would be created and glinting into residential homes so we also would like to have limitations as to where these can be mounted and their heights.

Trash collection and dumpster uses were also placed on the residential side of the property without regard to the sight, noise or smells and so we would also like wording to be added to our PAD stating that trash storage and collection or dumpster use cannot happen along Perryville or Indian School.

Their project included a large 4 story garage and since a garage is an allowable structure in the Office Zone and there is no verbiage in regards to a design theme we would like to make sure specifics are included that will be in the best interests of the nearby residents.

-We would like the parking garage to be tucked behind the office complex structure. Not facing either Sedella or Litchfield Farms.
-We do not want solar panels on top of the parking garage (or any other structure for that matter) that will create glare toward our homes.
-We want the heights of light poles on top of the garage to be limited.
-We want screening to be required in between the levels of the parking garage to reduce the visual impact of rows upon rows of cars, reduce light spillage from headlights and interior lighting of the structure and help block the echoing noise of parking garages.
-We also want extreme consideration taken into account for the lighting that will be used in the parking garage as well as on the outside so as to limit the impact on our night sky.

Some of the buildings in the above-mentioned Mesa project have huge windows that glow all night long because interior lights are on 24/7. We want design considerations to be made in this area as well to limit light pollution and protect our night sky.

We understand the stipulation on landscaping of two offset rows spaced 20 feet on center. However, we would like the specific number of trees calculated for this area and to be included in the PAD so that when trees are moved to maximize viability and buffering there is no question as to how many were expected and how many were planted.

We are also requesting that the size of these trees be increased from 24 inch boxes to 48 inch boxes as we will be losing all of our beautiful pine trees along Perryville. The larger box size would offer better and more mature buffering between the industrial property and residential properties. These larger trees would also help offset increased air pollution due to the development, better block wind and noise and do it all much sooner than smaller trees would be able accomplish.

Along landscaping guidelines there is a section regarding retention areas. "These areas may occupy more than 50 percent of the onsite frontage landscape area so long as the required trees are located outside of the retention area." This is incredibly vague as to how the landscaped area should be designed and outside of the required trees, we can foresee a large area of rock. Not visually appealing at all. We've seen some really beautiful grassy retention areas which would be more appealing and would help with the concerns of the impact on our micro climate and rising air temperatures due to all of the increased concrete and asphalt related to this development.

We are also requesting that the building heights are lowered from 56 feet in the first 500 feet to 40 feet. Behind those heights we are requesting lowering maximum heights from 80 feet with a potential 10 feet of architectural design on top for a total of 90 feet to 60 feet with an allowable 10 feet of architectural design on top for a total of 70 feet.

Thank you for your time in this matter,
Jessica and Aaron Wade

From: [redacted]
To:
Cc:
Subject: Submit Question: Development within Perryville/Citrus/Indian School/McDowell Rds
Date: Wednesday, March 10, 2021 7:43:38 AM

This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Good Morning Katie,

I wanted to submit a question or if my concern can be considered by the decision makers at the City of Goodyear.

Statement/Question:
Perryville Rd is the main access/point for the I-10 for several communities such as Litchfield Farms, Sedella, Winrose etc. Also, its speed limit is decreased, to 30 miles per hour, in front of Scott Libby Elementary school. The additional vehicles from the proposed development and the slow acceleration of trucks will add to the congestion and noise on this road.

If this development is approved, can its entrance/exit areas be limited to Citrus Rd so that Perryville Rd will not be congested by non- residential vehicles?

Thank you and regards,
Steven Nepomuceno
[redacted]

From: Bryan Bussone
To: Katie Wilken
Subject: AG to PAD rezoning near Sedella community
Date: Tuesday, March 9, 2021 1:13:35 PM

This email arrived from an external source - Please exercise caution when opening any attachments or clicking on links

Hello Katie,

I have been following the information concerning the upcoming meeting for the rezoning of the farmland for a potential client and just wanted to voice my concerns. I have lived in the Sedella community for the past 5 years and have seen the warehouses pop-up during that time with constant construction in the area and ripping up Indian School road probably a dozen separate times and I am not happy that Goodyear would consider this new site location for a large commercial property. There are so many undeveloped areas around that could be utilized instead that are not in such immediate proximity to 2 schools (where my kids go) and developing neighborhoods and would not destroy local farming.

The 2 most recent additions (Amazon and Microsoft) I am sure have brought significant money to the city and it would be a big mistake to destroy this area by putting additional warehouses or whatever commercial buildings would have towers up to 150 feet with ancillary structures over 200' tall as they stated at the prior meeting. The truck traffic is already obvious and annoying - at least the amazon warehouse is closer to the 303 but Microsoft will certainly be an issue for the community and the building is such an eye sore especially with that electric sub-station.

Anyways, there are lots of reasons why I am really against this and I am sure if you look at it from the perspective of the local residents, you would agree there are better options.

I really hope that the board does not vote to move forward and chooses to consider other sites instead.

Sincerely,
Bryan Bussone



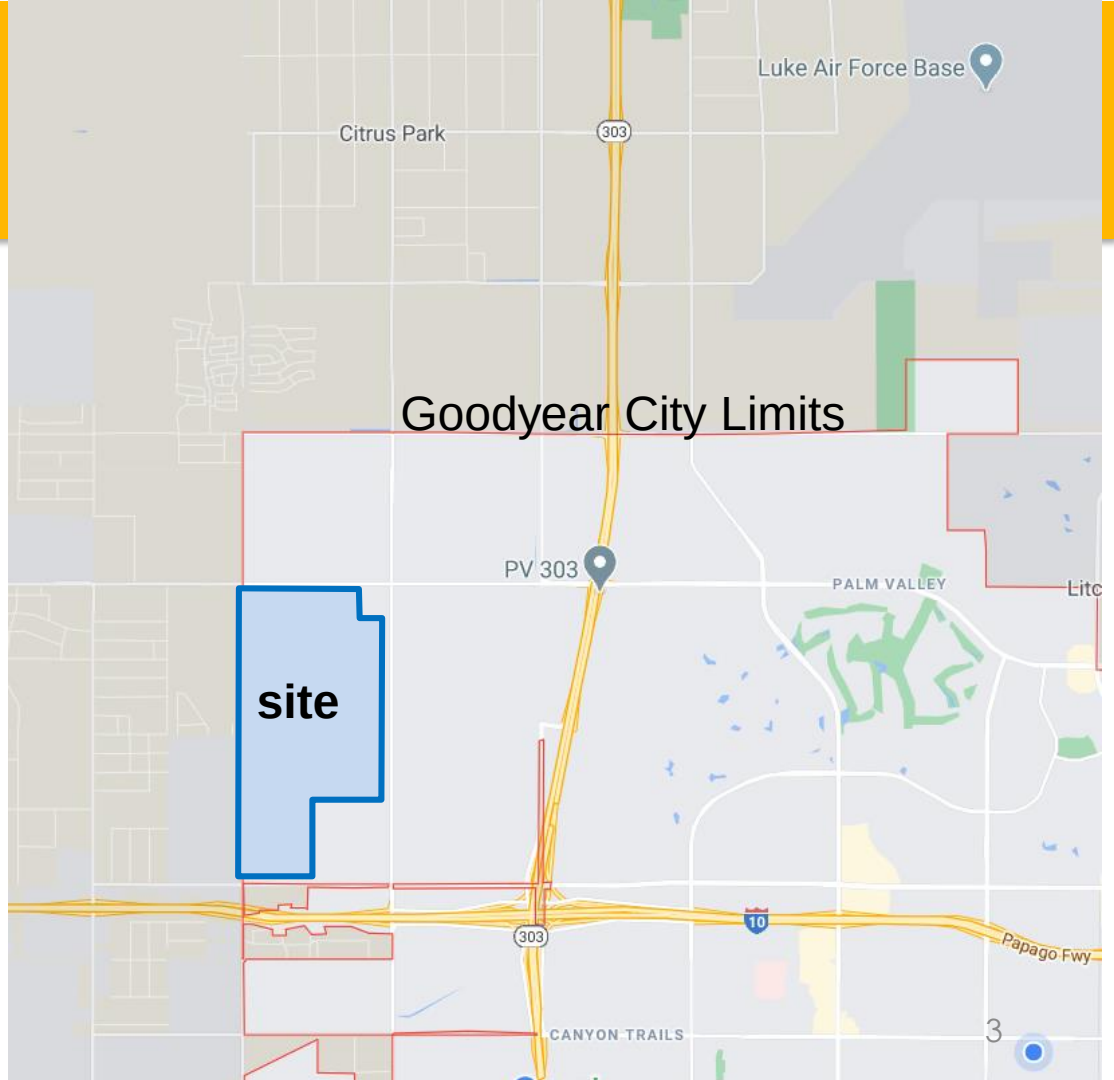
ASLD Rezone
City Council

ASLD Rezone

- Current Conditions
- Zoning Proposal
- Infrastructure
- Public Outreach

ASLD Rezone

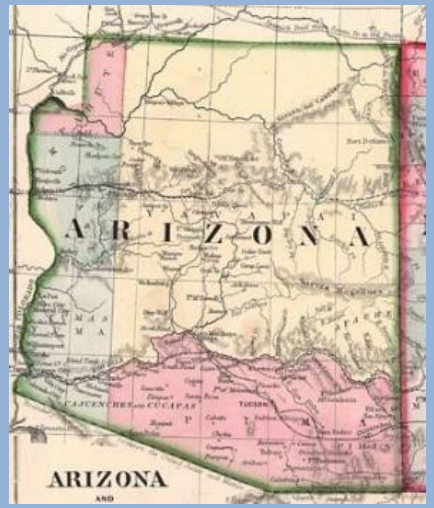
- About 1,100 Acres
- State Trust land



What is State Trust Land?

State Trust land is:

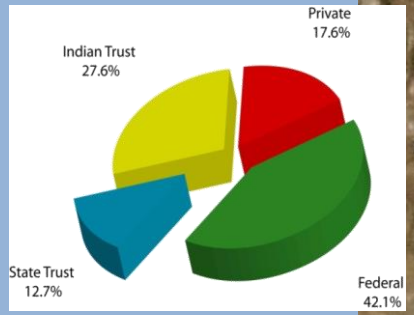
Land that was granted to Arizona by the federal government in preparation for Arizona's statehood.





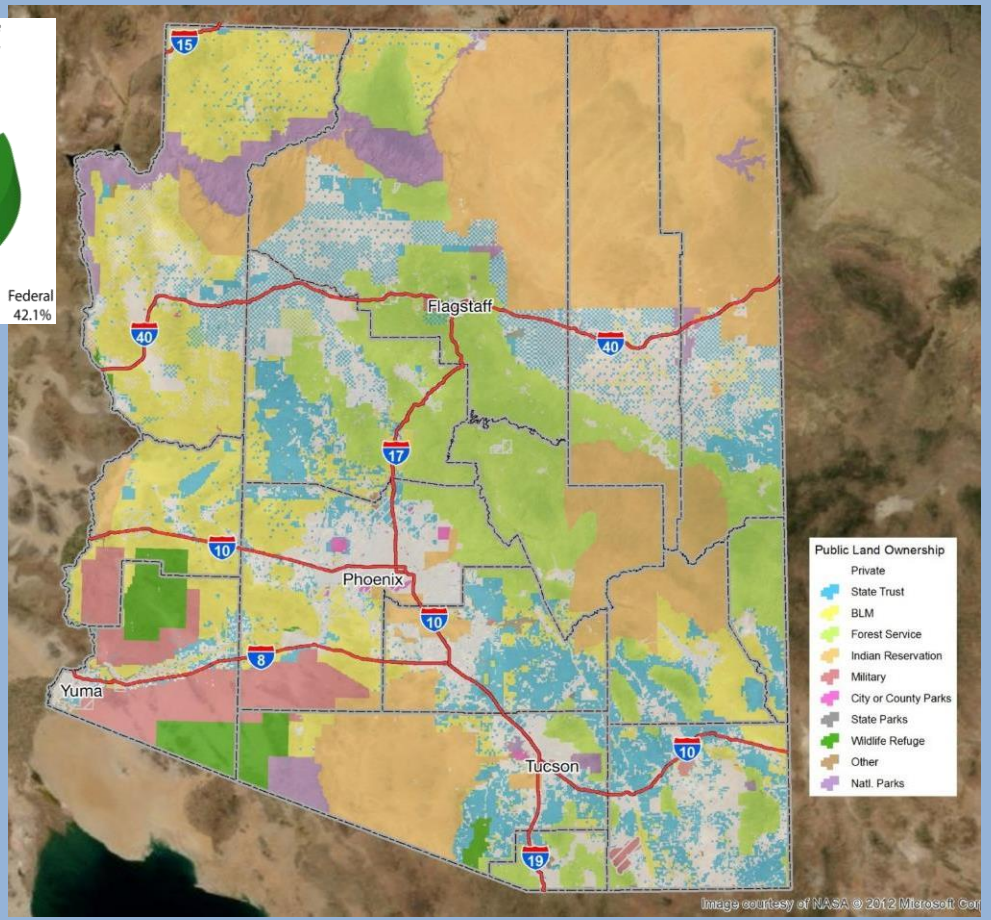
1912-13 Arizona Land Commission Survey Team

Arizona's State Trust Land



9.2 million acres:

- **12.7% of Arizona**
- **1.6 x Maricopa County**



State Trust land is <u>not</u> public land!

Because these lands are held in trust, they differ greatly from public lands such as BLM or regional parks like Lake Pleasant or White Tank Mountains.

State Trust land is more akin to private land.

Every Acre has a Beneficiary

State Trust land is held in trust and managed by the Arizona State Land Department for the sole purpose of generating revenues for Arizona's K-12 public schools…



Image Source: Raising Arizona Kids.com



Image Source: azed.gov

…and 12 other institutional beneficiaries.













Image Sources: Arizona School for the Deaf and Blind; Arizona Department of Corrections; Arizona Pioneer's Home; Arizona Board of Regents; University of Arizona College of Engineering

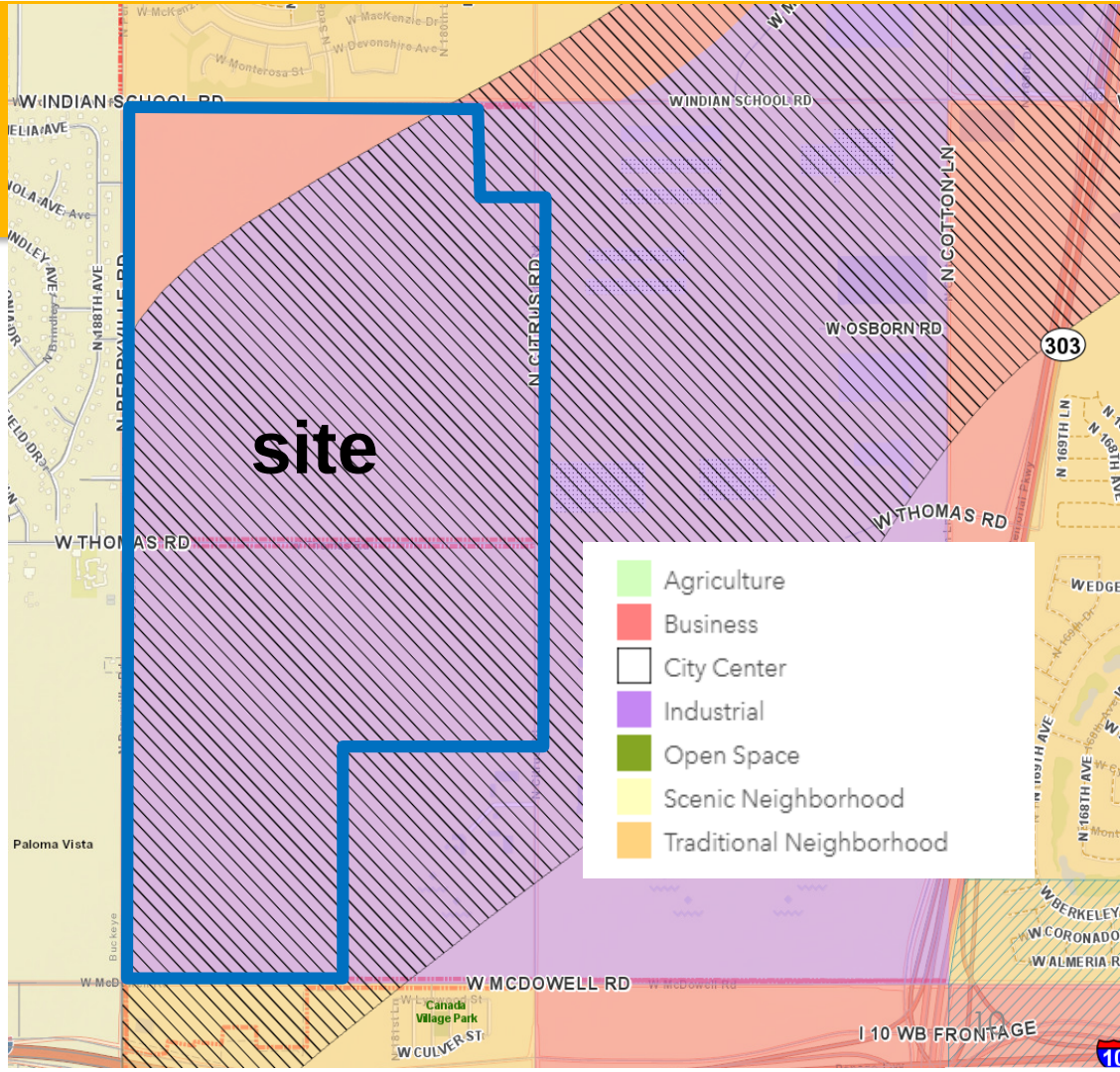
- ***Every dollar earned goes into the Trust***

- ***ASLD is a General Fund agency***

- ***Limited resources = partnership with private parties and local governments for land planning and entitlements.***

General Plan

- Business & Commerce (pink)
- Industrial (purple)
- Luke Compatible Land Use Overlay (hash)

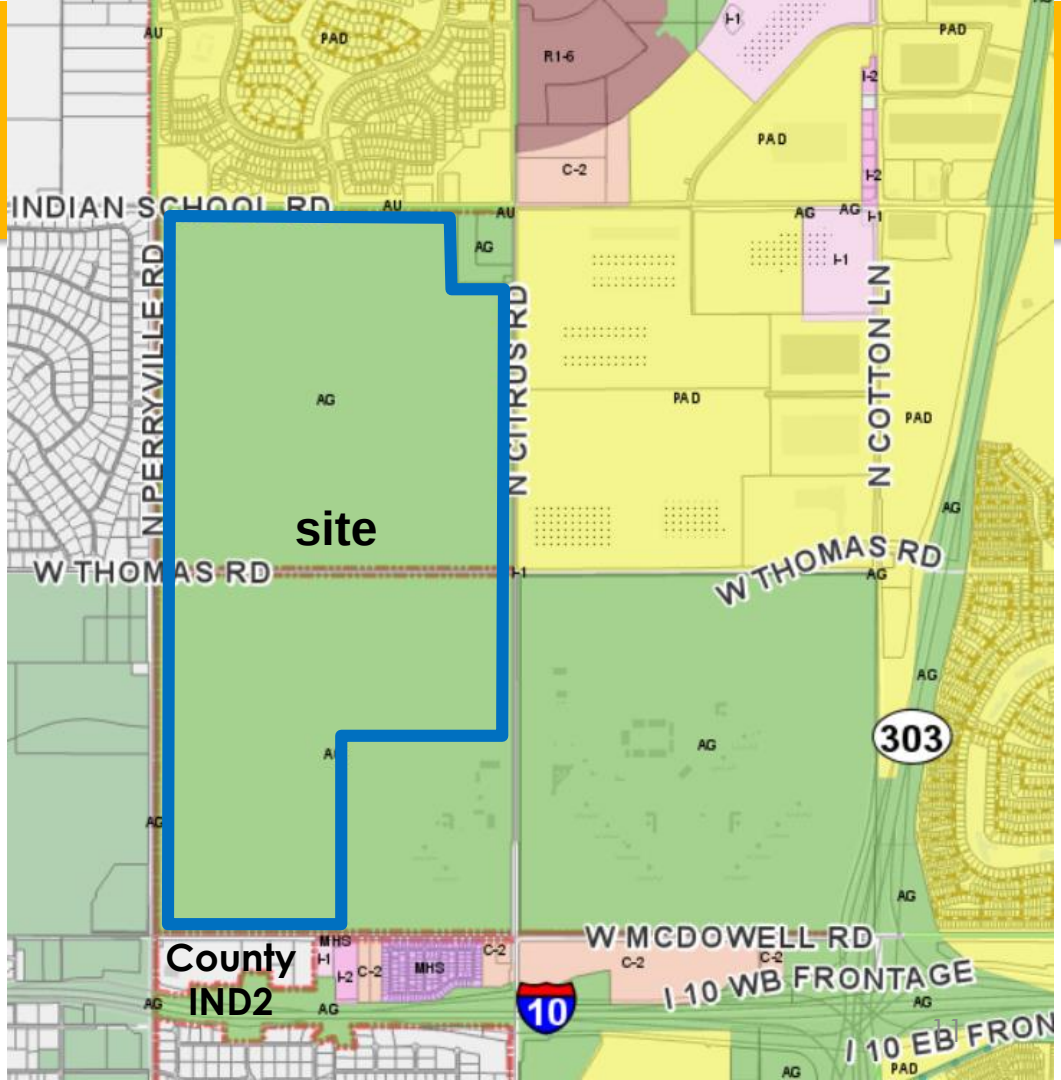


Current Zoning

- Agricultural (AG)

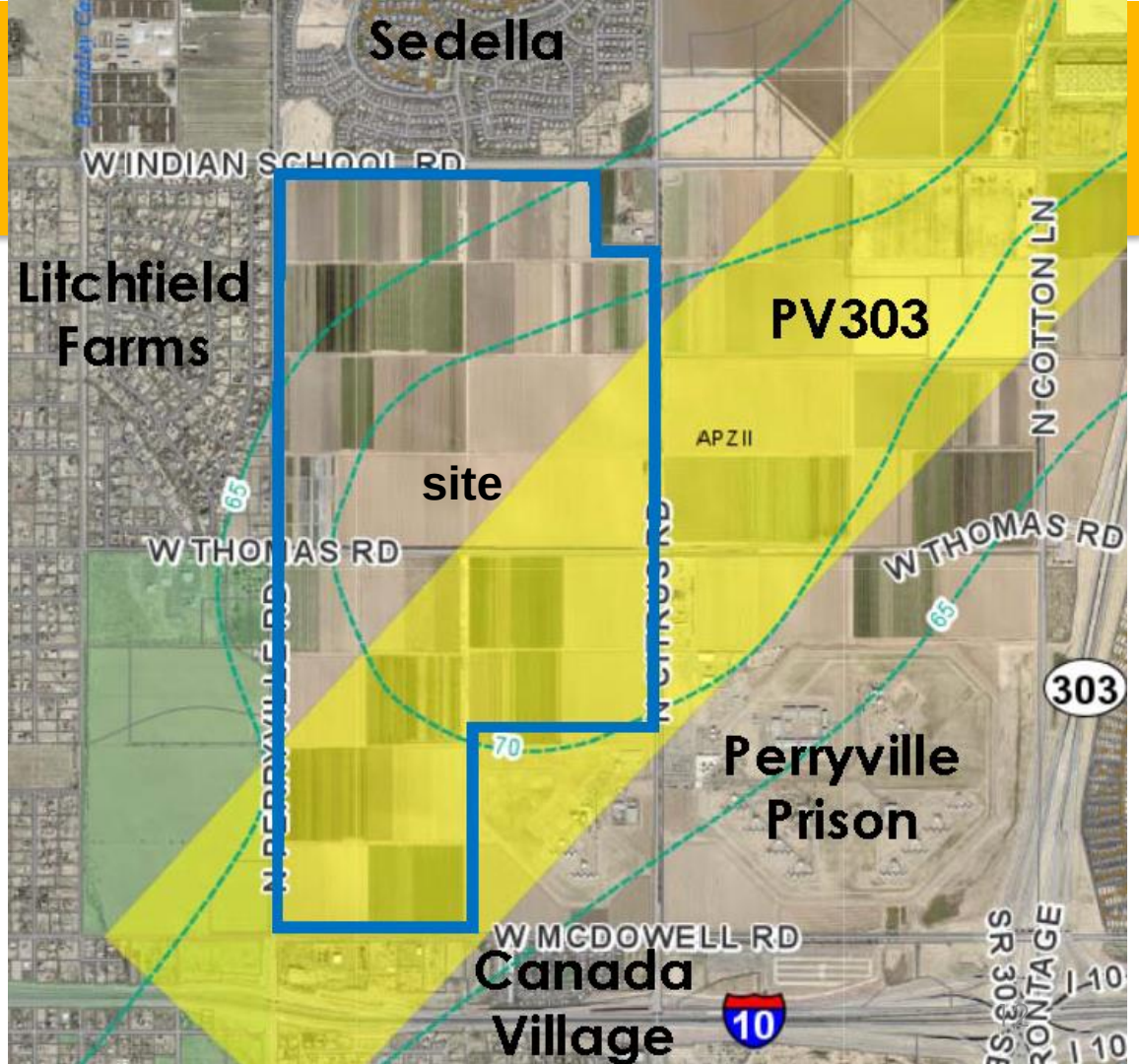
Surrounding:

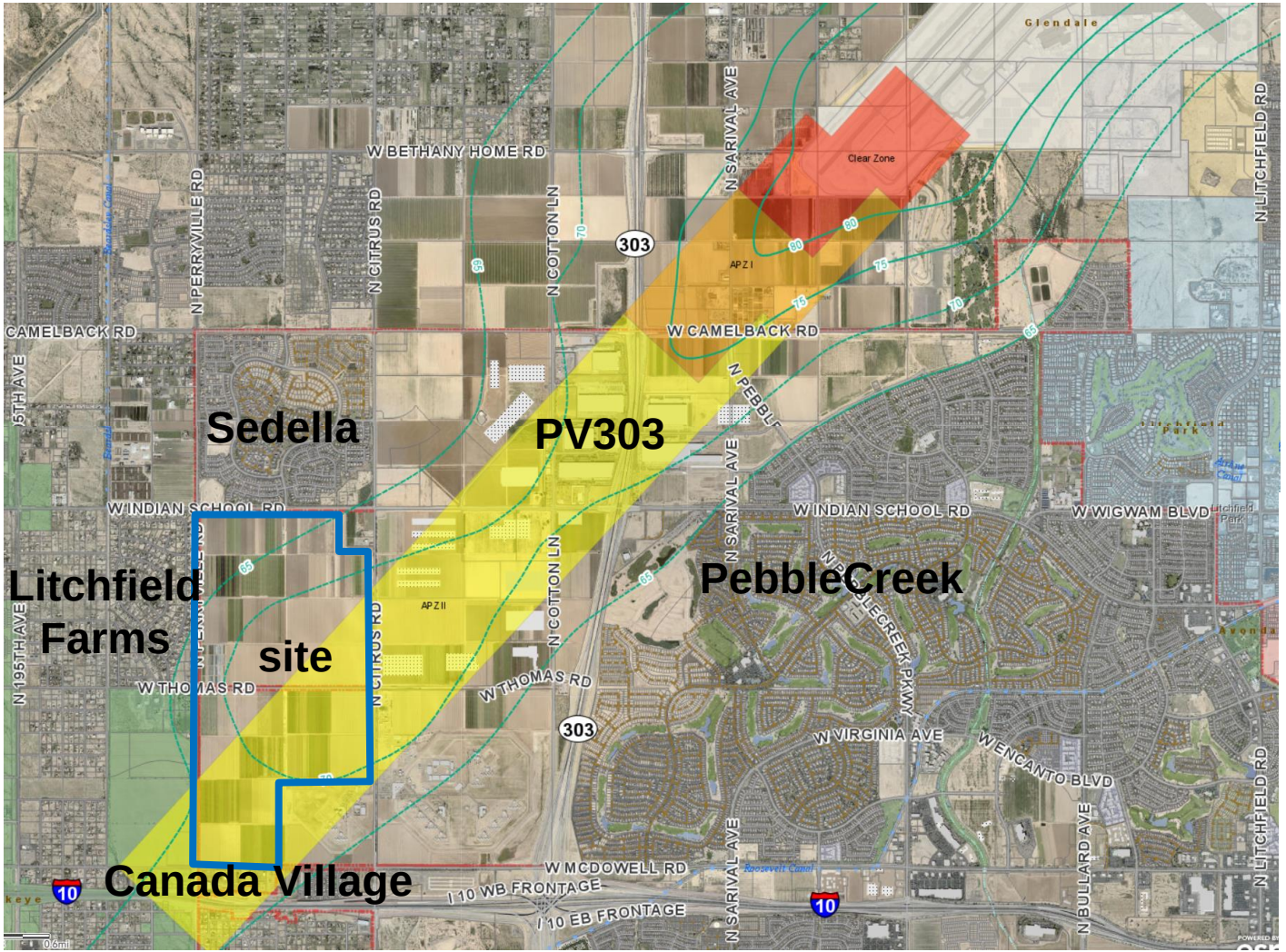
- North-Sedella
- East-PV303/Prison
- South-Canada Village/Com/Ind
- West – Litchfield Farms



Site Conditions

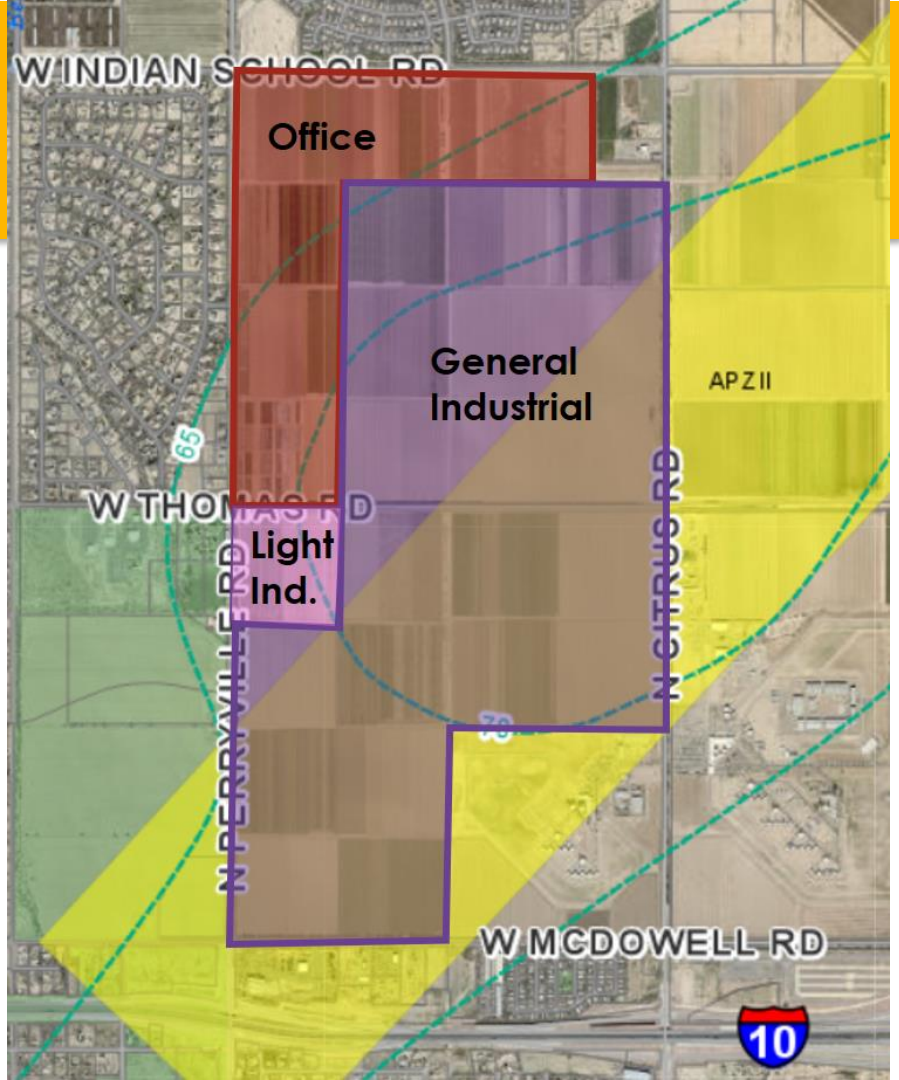
- Luke Compatible Land Use Overlay
  - APZ II
  - 70 and 65 Noise Contours
- Perryville Prison
- 230kv Powerlines
- Freeway Access




Glendale
W BETHANY HOME RD
N PERRYVILLE RD
N CITRUS RD
N COTTON LN
N SARIVAL AVE
N LITCHFIELD RD
Clear Zone
303
APZ I
W CAMELBACK RD
CAMELBACK RD
N PEBBLE
Sedella
PV303
W INDIAN SCHOOL RD
W WIGWAM BLVD
PebbleCreek
Litchfield
Farms
site
APZ II
W THOMAS RD
N 195TH AVE
W VIRGINIA AVE
WENCANTO BLVD
N BULLARD AVE
W MCDOWELL RD
I 10 WB FRONTAGE
I 10 EB FRONTAGE
Canada Village
10

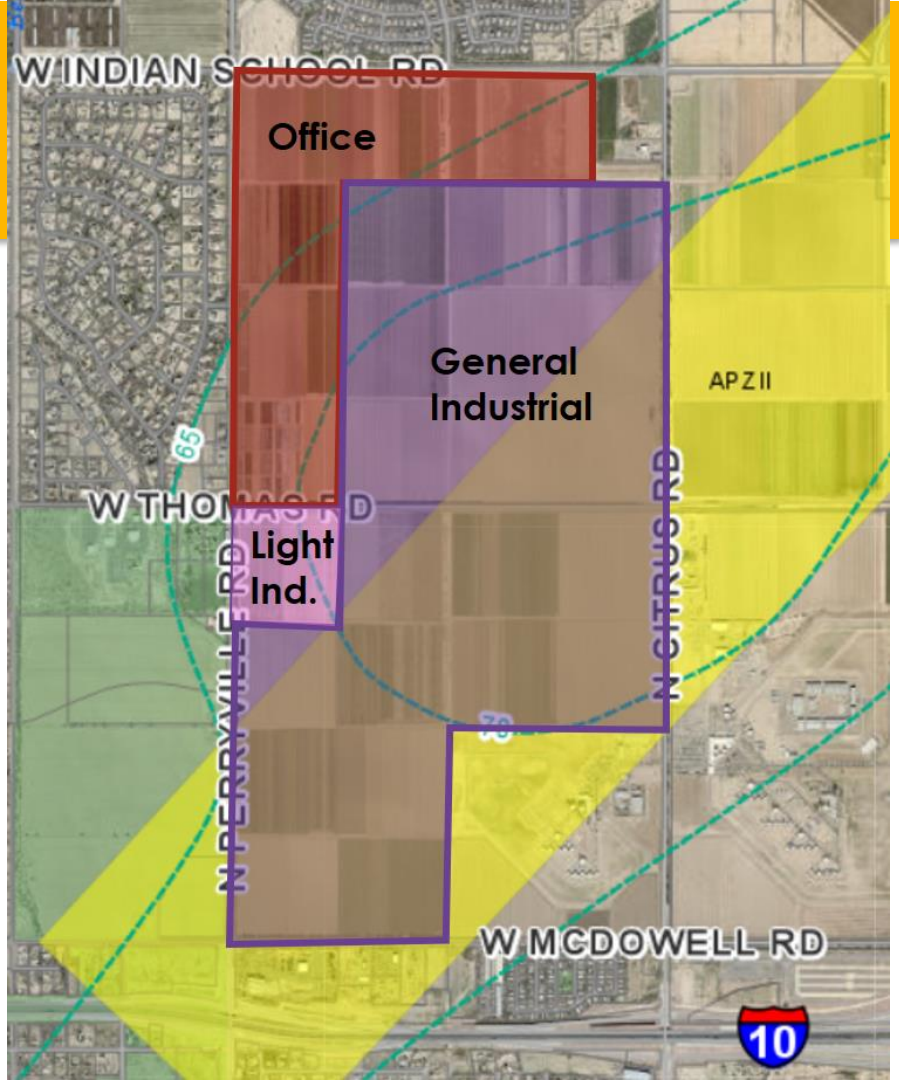
PAD Zoning Proposal

- Office Zone
- Light Industrial Zone
- General Industrial Zone

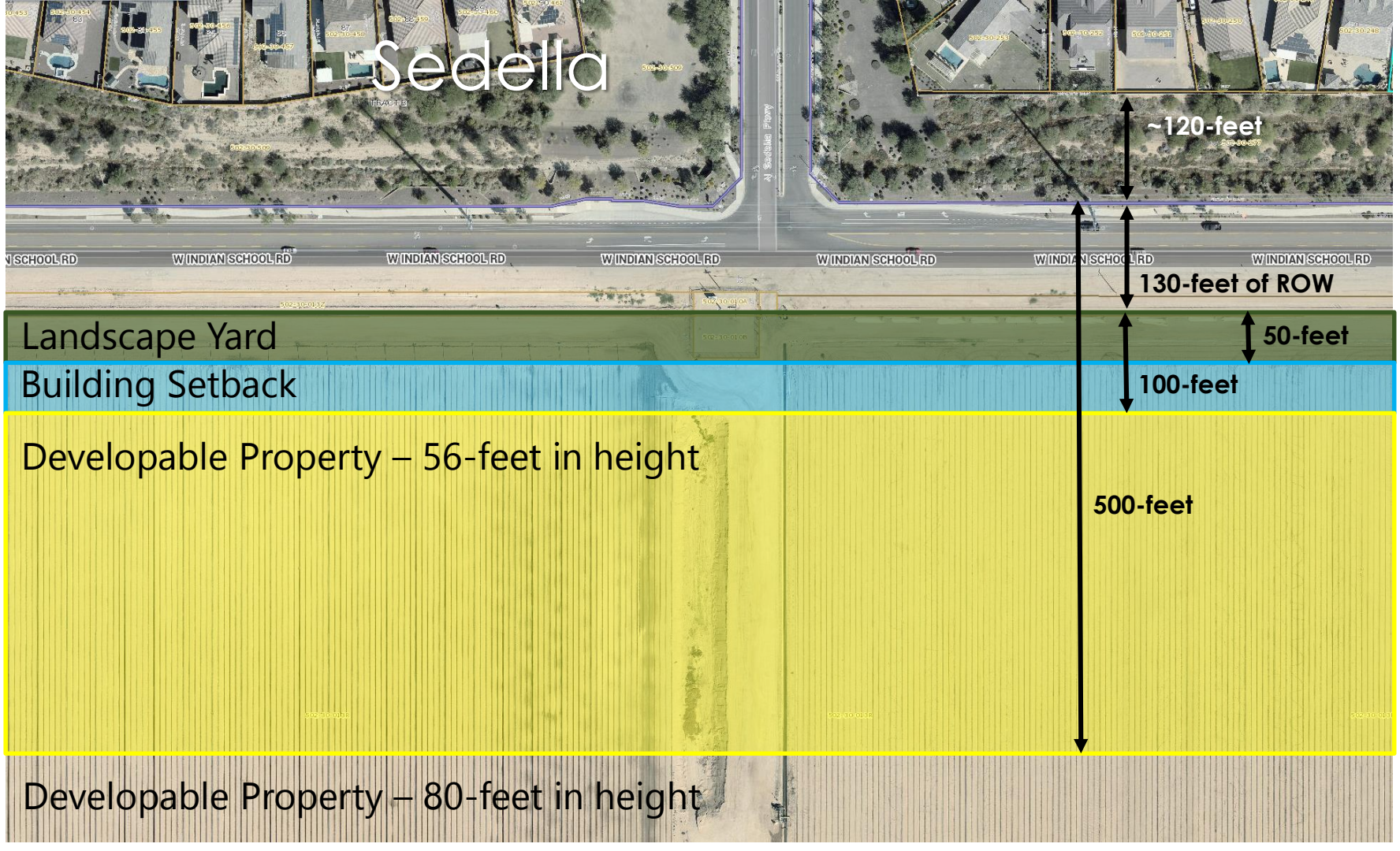


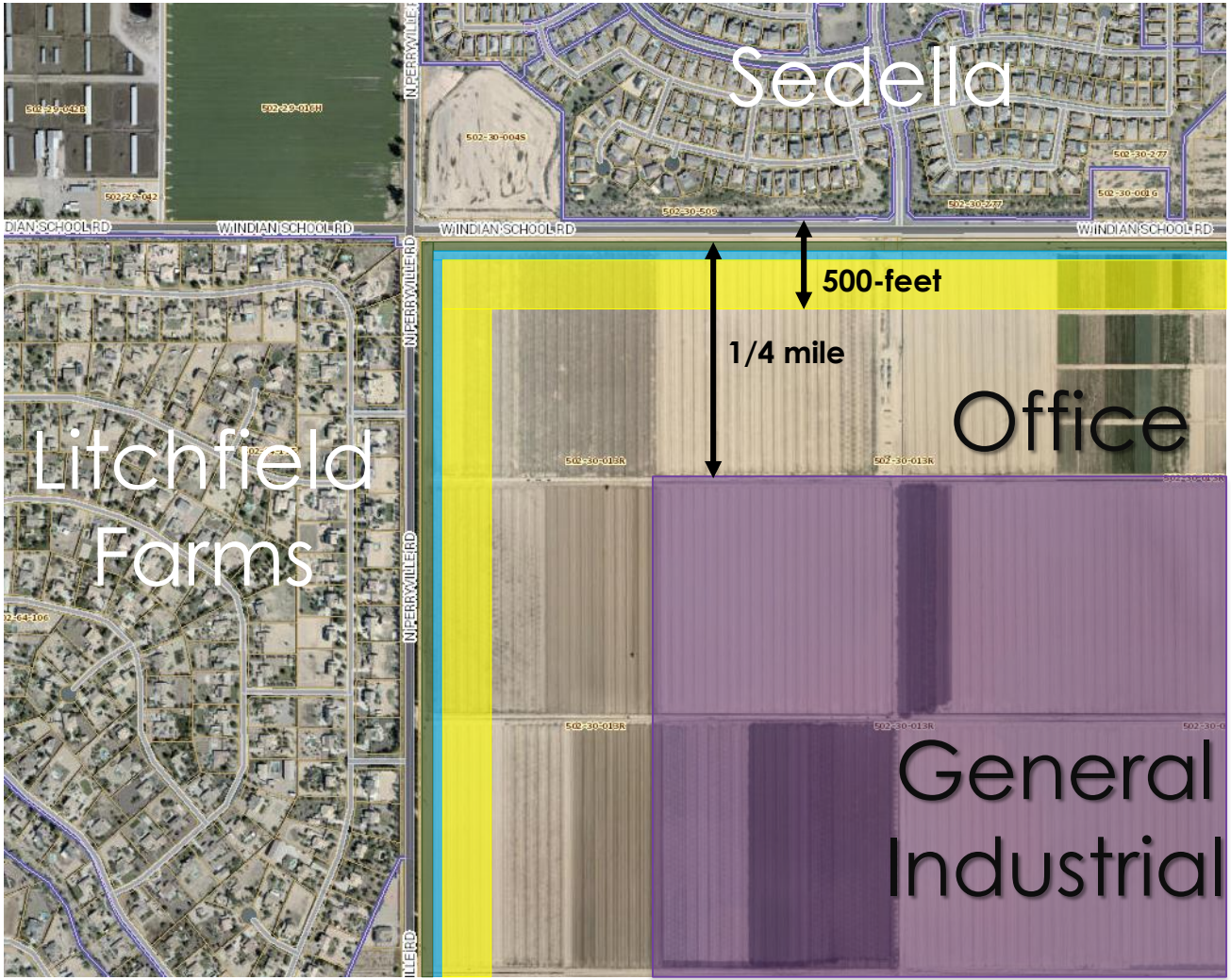
Office Zone

- 56-feet height within 500-feet of residential
- 80-feet height
- 100-foot building setback/50-foot landscape



Litchfield Farms
45
46
TRACT A
W Fairmount Ave
N PERRYVILLE RD
LITCHFIELD FARMS 2
110-feet of ROW
50-feet
100-feet
500-feet
Landscape Yard
Building Setback
Developable Property – 56-feet in height
Developable Property – 80-feet in height


Sedella
~120-feet
130-feet of ROW
50-feet
100-feet
Landscape Yard
Building Setback
Developable Property – 56-feet in height
500-feet
Developable Property – 80-feet in height
W INDIAN SCHOOL RD
N Scottsdale Pkwy

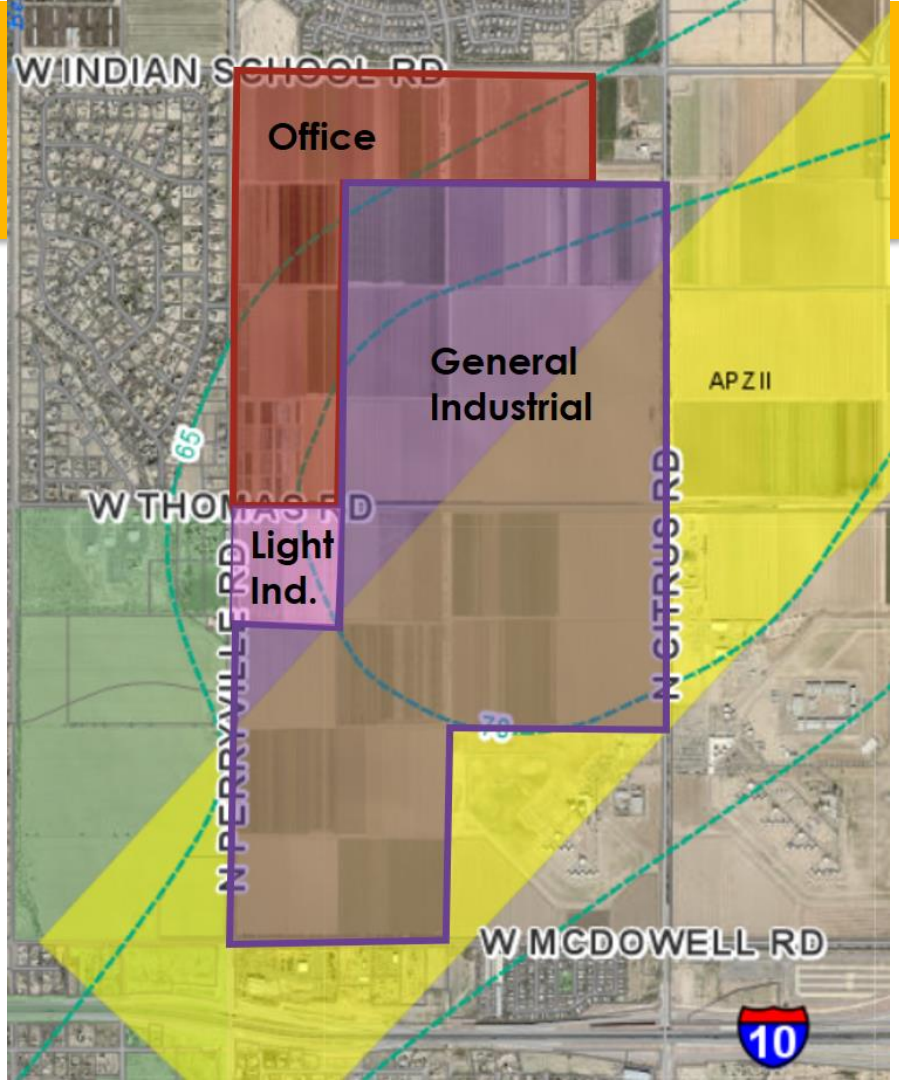

Sedella
Litchfield Farms
Office
General Industrial
500-feet
1/4 mile
W INDIAN SCHOOL RD
N PERRYVILLE RD

Comparison to City Districts

	Office Zone	C-2	I-1
Maximum Height	56-feet within 500-feet of residential 80-feet	56-feet	50-feet
Setbacks:			
Perryville	100-foot building setback 50-foot landscape area	30-feet	30-feet
Indian School	100-foot building setback 50-foot landscape area	30-feet	30-feet

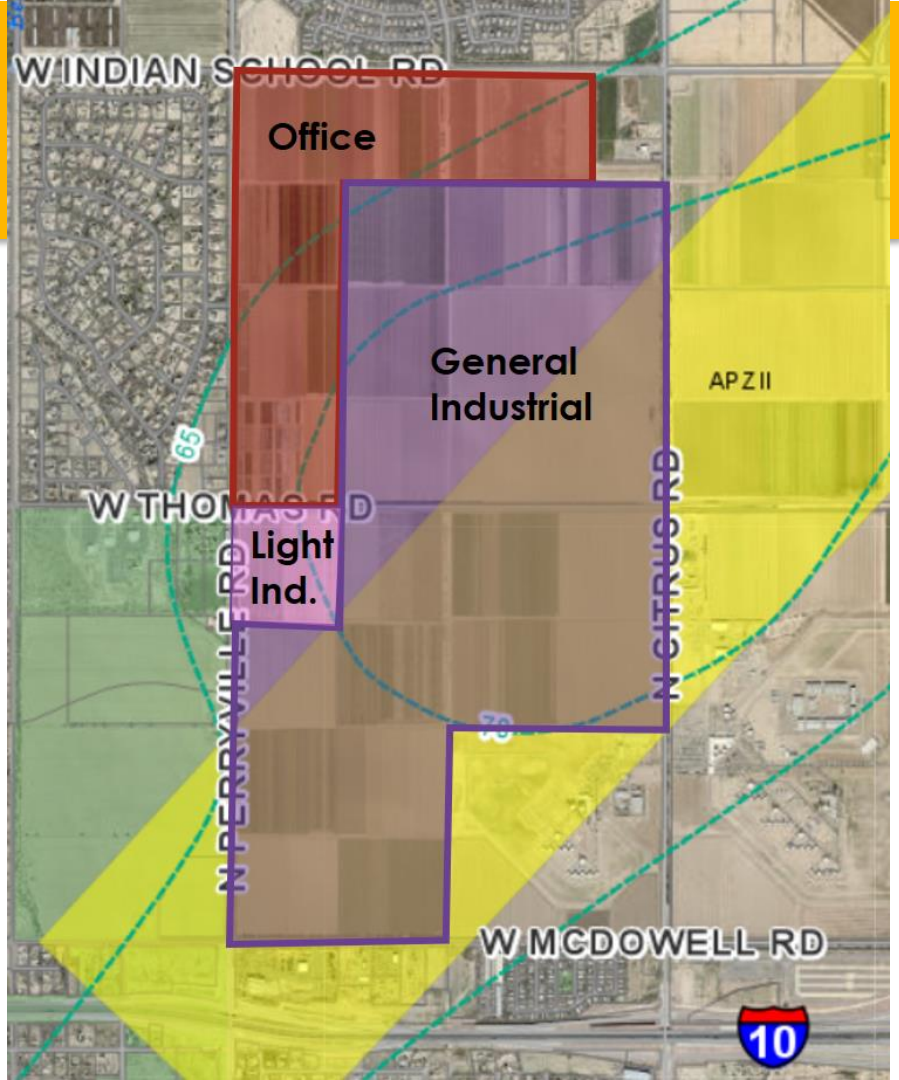
Office Zone Uses

- Office, retail, manufacturing permitted
- No internet fulfillment/distribution
- All uses entirely indoors



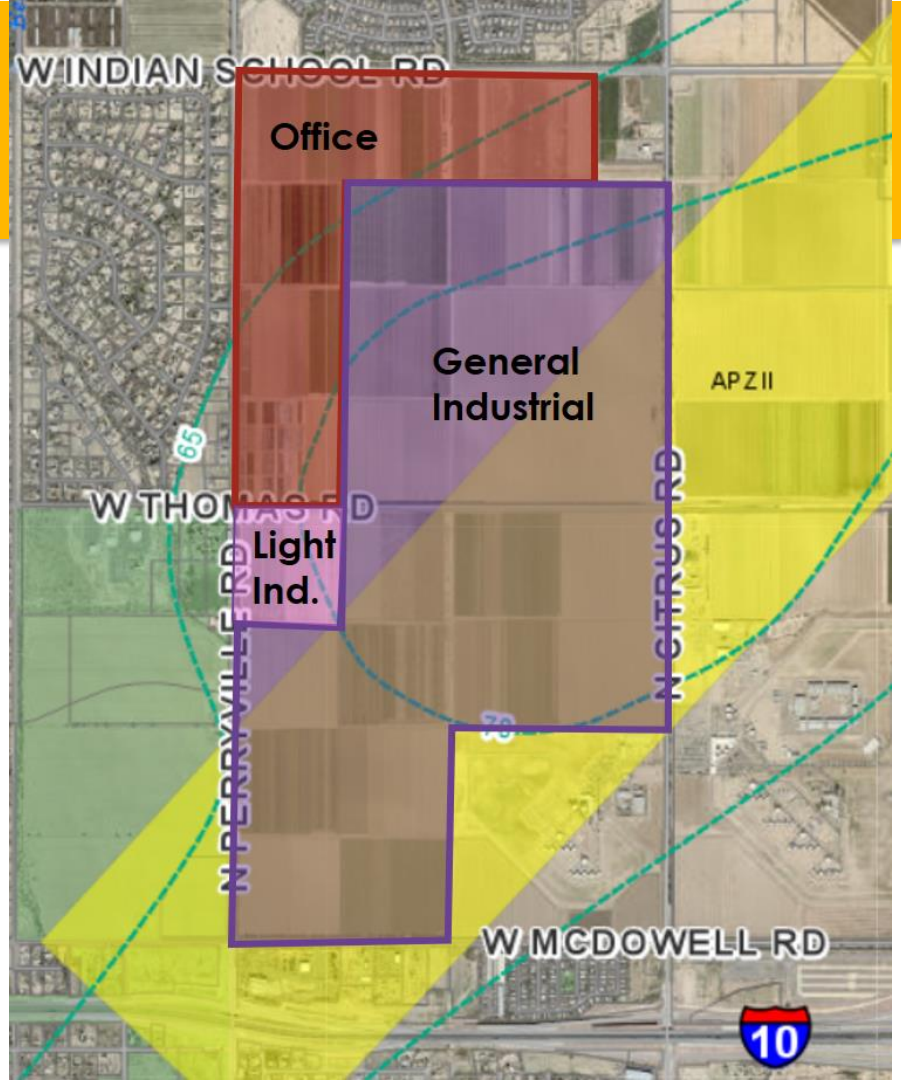
Light Industrial

- 80-feet height
  - Possible 220-foot accessory
- 50-foot building setback/landscape
- Uses similar to Office



General Industrial

- 150-feet height
  - 220-foot accessory
- 50-foot building setback/landscape
- Uses similar to I-2



Changes to the PAD

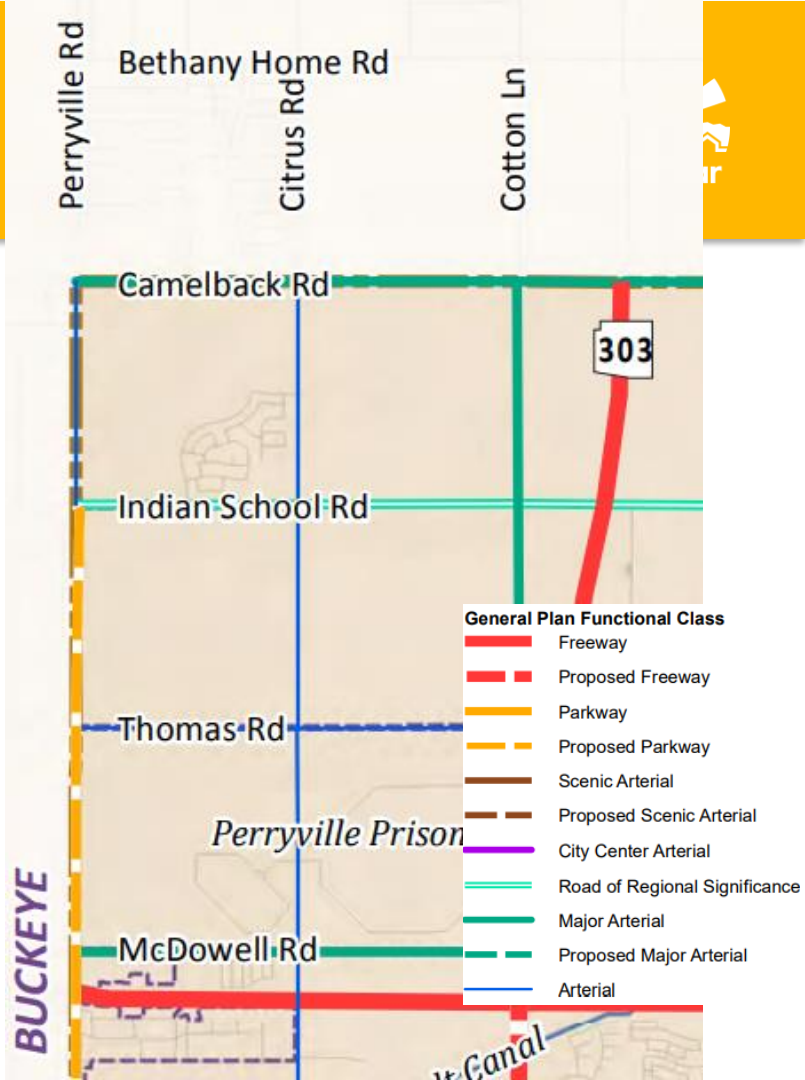
- Site plan and permits subject to FAA obstruction analysis
- Allow agriculture and similar uses
- Remove emissions testing from allowed uses
- Remove chimneys and towers from architectural elements

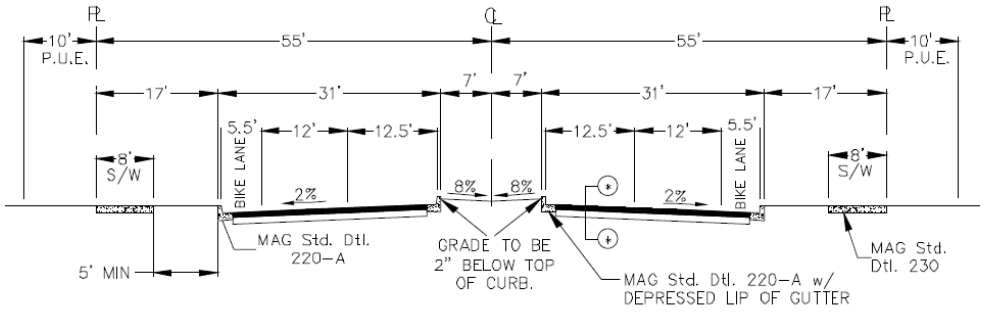
Infrastructure & Services

- Water – EPCOR, Wastewater – COG
- Fire & Police
- Streets and Transportation

Transportation MP

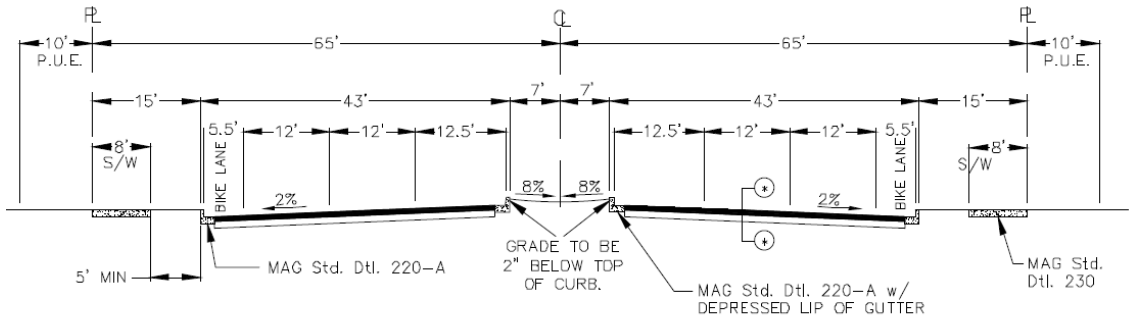
- Perryville: Minor Arterial
  - Formerly a Parkway
- Indian School: Major Arterial
- Citrus: Minor Arterial
- McDowell: Major Arterial
- Thomas: Minor Arterial





MINOR ARTERIAL STREET



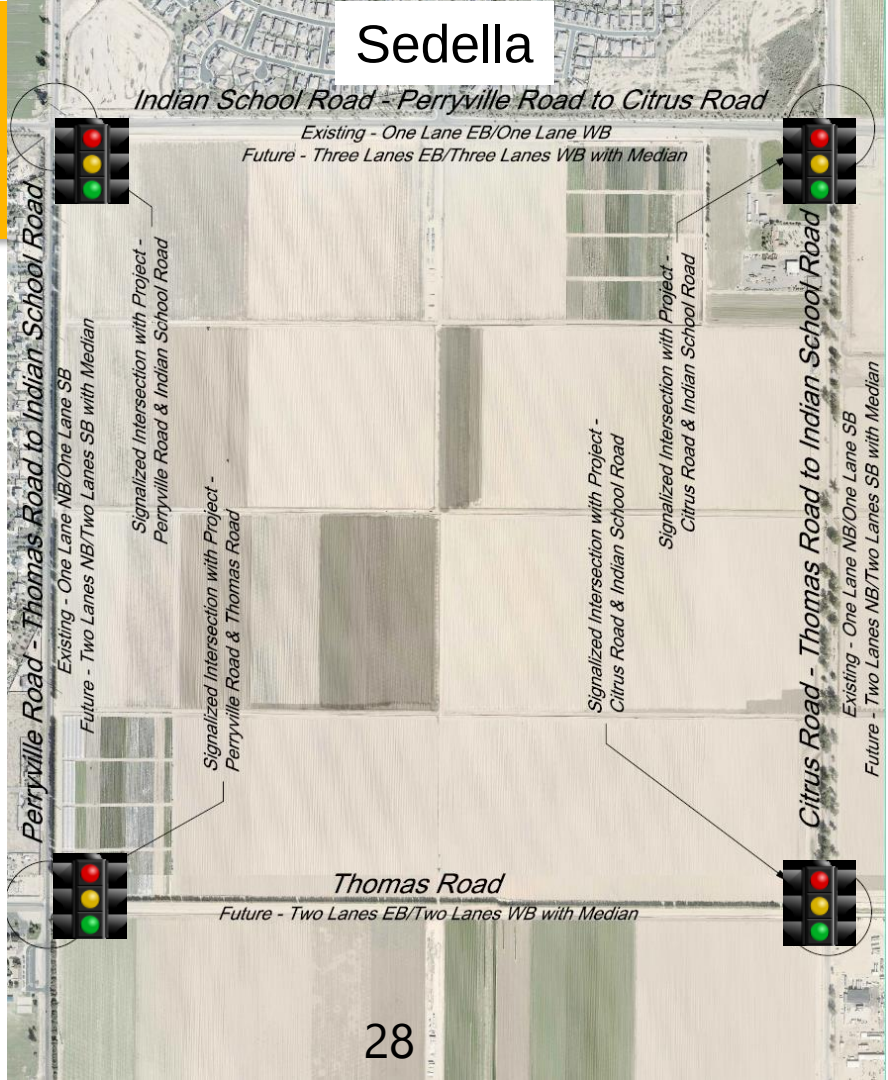


MAJOR ARTERIAL STREET



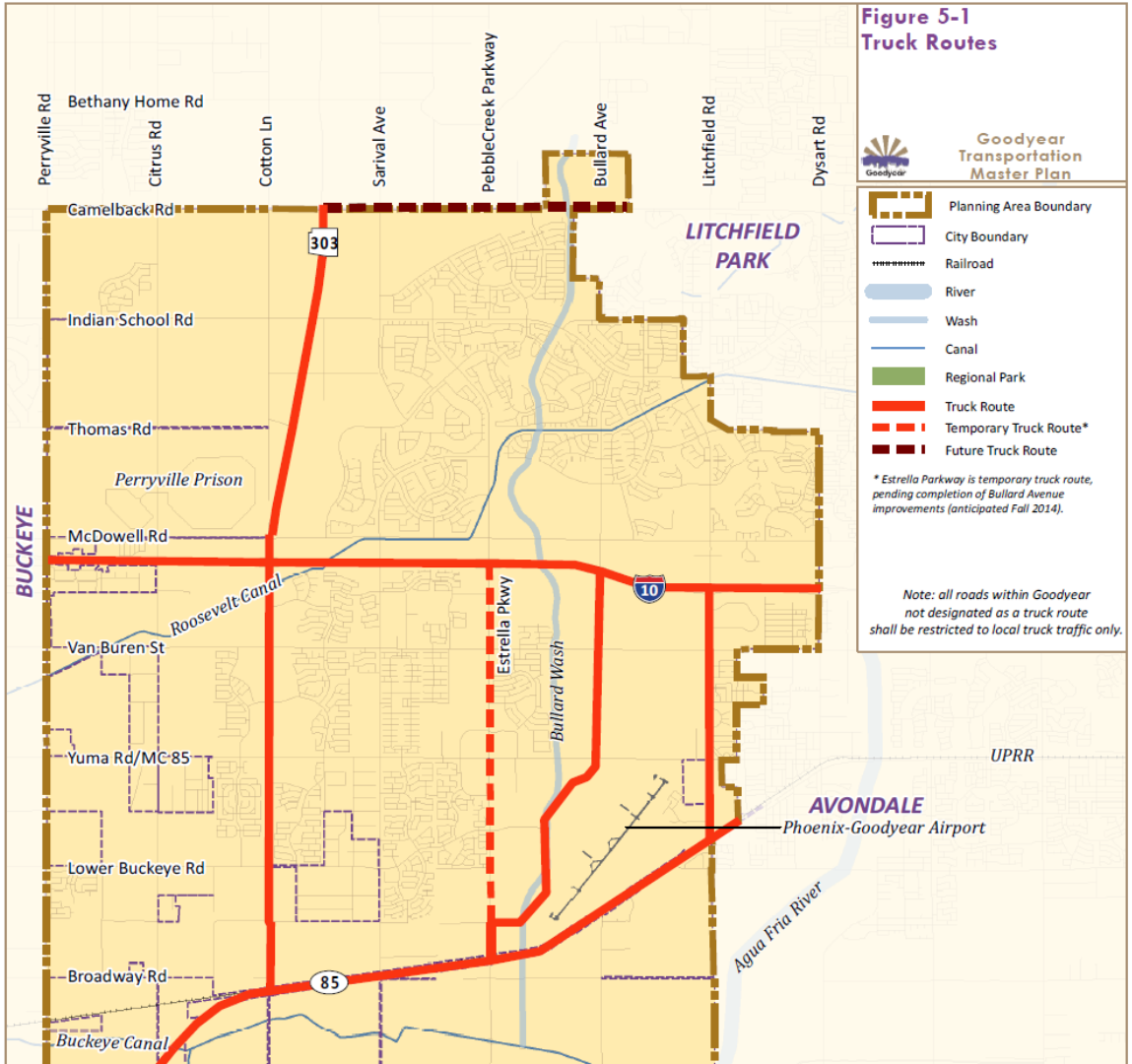
Traffic Signals

- Arterial to arterial intersections
- TIA determines other locations



Truck Routes

- Local traffic may use local roadways



What is being built?

- End User is unknown
- Next Step: Site Planning (building locations, driveways, architecture)

Public Outreach

- Neighborhood Meeting: February 16
  - Over 100 attendees
- Significant participation & written comments

Public Comments

- Industrial development
- Traffic, especially truck traffic
- Loss of farming

- Planning Commission forwards a recommendation of denial

AGENDA ITEM #: 11.
DATE: 03/22/2021
CAR #:

CITY COUNCIL ACTION REPORT

SUBJECT: **ESTABLISH CHAPTER 27 IN THE GOODYEAR CITY CODE FOR PARKS & RECREATION AND ADD ARTICLE 27-1 (TREE CARE AND MANAGEMENT)**

STAFF PRESENTER(S): David Seid, Deputy Director Parks and Recreation and Wayne Smith, Right of Way Superintendent

---

SUMMARY:

Adopt an Ordinance to create a new Chapter (27) in the Goodyear City Code, titled Parks and Recreation to establish Article 27.1 for Tree Care and Management.

Recommendation:

1. ADOPT RESOLUTION NO. 2021-2132 DECLARING A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "ENACTING A NEW CHAPTER OF THE CITY OF GOODYEAR CODE OF ORDINANCES, TO ESTABLISH CHAPTER 27 PARKS AND RECREATION, ARTICLE 27-1 TREE CARE AND MANAGEMENT".
2. ADOPT ORDINANCE NO. 2021-1496 ENACTING A NEW CHAPTER TO THE CITY OF GOODYEAR CODE OF ORDINANCES TO ESTABLISH CHAPTER 27 TITLED, PARKS AND RECREATION, AND ESTABLISHING ARTICLE 27-1 TREE CARE AND MANAGEMENT; PROVIDING FOR CORRECTIONS; SEVERABILITY; PENALTIES AND AN EFFECTIVE DATE. (David Seid, Parks and Recreation Deputy Director)

FISCAL IMPACT:

There is no financial impact related to this resolution or ordinance. The city currently exceeds the minimum per capita spending requirements for the Tree City USA designation and this funding is included in the Parks Departments base budget.

BACKGROUND AND PREVIOUS ACTIONS:

On March 26, 2018, Goodyear adopted the FY2021 Strategic Plan. One of the goals in this plan was to complete a Bike and Pedestrian Shade Study.
On November 18, 2019, the Bike and Pedestrian Path Shade Study was presented to Council. One of the short-term goals of the Shade Study was for the City to become an official Tree City USA Community.

In order to become a Tree City USA Community, the following (4) standards must be met:

- Standard 1 – A Tree Department. This standard will be met by officially assigning this role to the Parks and Recreation Department. The Tree Ordinance language articulates this obligation.

- Standard 2 – A Tree Care Ordinance. Ordinance 2021-1496 satisfies this standard.

- Standard 3 – A Community Forestry Program with an annual budget of a minimum $2 per capita expenditures. The City currently spends approximately $6 per capita in annual tree care.
- Standard 4 – An Arbor Day Proclamation and Observance. This standard will be met in April of 2021 when a Mayoral Proclamation is issued and an observance activity is held.

STAFF ANALYSIS

Becoming a Tree City USA Community demonstrates the city's commitment to residents for a healthy, natural environment, educate residents/organizations on the benefits of trees, and ensure protections are in place to promote urban forestry in Goodyear.

It is staff's recommendation to approve Resolution No. 2021-2132 and Ordinance No. 2021-1496. This approval will satisfy the tree ordinance requirement of the Tree City USA program. Once all standards have been met, staff will submit the official Tree City USA application to become a Tree City USA Community.

Attachments

Resolution
Ordinance
Presentation

RESOLUTION NO. 2021-2132

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "ENACTING A NEW CHAPTER OF THE CITY OF GOODYEAR CODE OF ORDINANCES, TO ESTABLISH CHAPTER 27 PARKS AND RECREATION, ARTICLE 27-1 TREE CARE AND MANAGEMENT."

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

SECTION 1. DECLARATION OF PUBLIC RECORD

That a certain document titled "Enacting a New Chapter of the City of Goodyear Code of Ordinances, to Establish Chapter 27 Parks and Recreation, Article 27-1 Tree Care and Management," a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned document is declared a public record in connection with the adoption of Ordinance No. 2021-1496.

SECTION 3. COPIES FILED WITH THE CITY CLERK

Three copies of that certain document titled " Enacting a New Chapter of the City of Goodyear Code of Ordinances, to Establish Chapter 27 Parks and Recreation, Article 27-1 Tree Care and Management," are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this _____ day of _____, 20_____.

_____
Georgia Lord, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, the undersigned Darcie McCracken, being the duly appointed, qualified City Clerk of the city of Goodyear, Maricopa County, Arizona, certify that the foregoing Resolution No. 2021-2132 is a true, correct and accurate copy of Resolution No. 2021-2132, passed and adopted at a regular meeting of the Council of the city of Goodyear, Maricopa County, Arizona, held on the _____ day of _____ 20____, at which a quorum was present and, by a _____vote, _____voted in favor of said resolution.

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

_____

seal City Clerk

EXHIBIT "A"

ENACTING A NEW CHAPTER OF THE CITY OF GOODYEAR CODE OF ORDINANCES, TO ESTABLISH CHAPTER 27 PARKS AND RECREATION, ARTICLE 27-1 TREE CARE AND MANAGEMENT

Pursuant to Ordinance No. 2021-1496 adopted by the City of Goodyear City Council on March 22, 2021, CHAPTER 27, PARKS AND RECREATION, ARTICLE 27-1 TREE CARE AND MANAGEMENT is added to the City of Goodyear Code of Ordinances to read as follows:

CHAPTER 27
PARKS AND RECREATION

Article 27-1
TREE CARE AND MANAGEMENT

Sections:

27-1-1	**Statement of purpose.**
27-1-2	**Definitions.**
27-1-3	**Acceptable Tree Species.**
27-1-4	**Prohibited Species.**
27-1-5	**Public Tree Care.**
27-1-6	**Responsibility for Maintenance.**
27-1-7	**Planting, Removing or Cutting on Public Property.**
27-1-8	**Tree Topping.**
27-1-9	**Removal of Stumps.**
27-1-10	**Interference with the City Arborist.**
27-1-11	**Review by City Manager.**
27-1-12	**Violations and Civil Sanctions.**

§ 27-1-1 Statement of purpose.

It is the purpose of this article to promote the public health, safety and welfare by providing guidelines for the care, maintenance, and management of the tree resources in the public rights-of-way, and park and recreation area in the City.

§ 27-1-2 Definitions.

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

CITY means the City of Goodyear, Maricopa County, Arizona and/or the City Manager and the Parks and Recreation Department

CITY ARBORIST means an (existing) employee of the City designated by the Director of the Parks and Recreation. The City Arborist shall be a Certified Arborist by the International Society of Arboriculture.

PARK TREES means shrubs, bushes and all other woody vegetation, whose individual or combined trunks measure greater than 14" in circumferences at 4'6" above the natural grade, in public park and recreation areas and all areas owned by the City, or to which the public has free access as a park and recreation area.

RIGHT OF WAY means any public access way available for public use for vehicular or pedestrian travel, including public streets and sidewalks, and may consist of fee title dedications and/or easements

STREET TREES means shrubs, bushes and all other woody vegetation, whose individual or combined trunks measure greater than 14" in circumferences at 4'6" above the natural grade, on land lying between property lines on either side of all streets, avenues or rights-of-way within the City and where the landscaping is maintained by the City.

STREET TREE SPECIES means acceptable street tree species for the City.

§ 27-1-3 Acceptable Tree Species.

Acceptable Street Tree Species for the City shall be considered low water use. Species other than those considered low water use may be planted as Street Trees with written permission of the City Arborist.

§ 27-1-4 Prohibited Tree Species.

It shall be unlawful to plant eucalyptus (except microtheca, papuana, krusena, formanii, erythrocorys, spathulata and torquata), elm (except ulmus parvifolia), Indian Rosewood (dalbergia sissoo), willow, cottonwood or poplar trees in any public right-of-way. The planting and replacement of pollen-producing olive trees (olea europaea) or mulberry trees (morus alba) are also prohibited.

§ 27-1-5 Public Tree Care.

(A) The Director of Parks and Recreation and/or designee shall have full authority to plant, prune, maintain and remove trees, plants and woody plants growing in or upon all municipal streets, rights-of-ways, city parks and other public property as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds.

(B) The City Arborist may remove or cause or order to be removed, any tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electrical power lines, gas lines, water lines or other public improvements, or is affected with any injurious fungus, insect or other pest.

(C) Any person, firm, corporation, or city department performing construction near any public tree must employ appropriate measures to protect the tree, including, but not limited to, placing barriers around the tree to prevent damage.

§ 27-1-6 Maintenance Responsibility.

Unless there is a specific agreement between the property owner and the City relieving the property owner of responsibility, the property-shall be responsible for the irrigation and maintenance of the trees planted in public rights-of-way abutting the owner's property. Maintenance of City trees in medians and park areas shall be the responsibility of the Parks and Recreation Department.

§ 27-1-7 Planting, Removing or Cutting Trees on Public Property.

No person shall plant, remove, cut above the ground or disturb any tree within any City maintained right-of-way, park and recreation area or other public place without first obtaining written permission from the City Arborist. The person obtaining permission shall abide by the standards set forth in this Article. Any person maintaining any overhead wires or conduit along or across any street or alley of the City desiring to have any trees that may interfere with any such utility cut, trimmed or pruned must be granted written permission to cut, prune or trim such trees. All trees removed with permission shall be replaced. All planting and maintenance of public trees shall conform to the American National Standards Institute (ANSI) A-300 "Standard for Tree Care Operations" and shall follow all tree care Beat Management Practces (BMPs) published by the International Society of Aboriculture (both of which may be amended from time to time).

§ 27-1-8 Tree Topping.

It shall be unlawful as a normal practice for any person, firm, or City department to top any Street Tree, Park Tree or other tree on public property. Trees severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical may be exempt from this Article at the determination of the City Arborist.

§ 27-1-9 Stump Removal.

All stumps of Street and Park Trees shall be removed below the surface of the ground so that the top of the stump shall not project above the surface of the ground.

§ 27-1-10 Interference with the City Arborist.

It shall be unlawful for any person to prevent, delay or interfere with the City, the City Arborist, or any of designated agents or contractors, while engaging in and about the planting, cultivating, mulching, pruning, spraying or removing of any Street Trees or Park Trees as authorized in this Article.

§ 27-1-11 City Manager Review.

The City Manager shall have the right to review the conduct, acts and decisions of the City Arborist and the Director of the Parks and Recreation Department. Any person has ten business days to appeal from a ruling or order of the City Arborist to the City Manager who may hear the matter, and which decision shall be final.

§ 27-1-12 Violations and Civil Sanctions.

Any person violating any provision of this Article 27-1 shall be guilty of a civil infraction, and shall be subject to a civil sanction in accordance with Article 18-1 of Goodyear City Code of Ordinances.

ORDINANCE NO. 2021-1496

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ENACTING A NEW CHAPTER TO THE CITY OF GOODYEAR CODE OF ORDINANCES TO ESTABLISH CHAPTER 27 TITLED, PARKS AND RECREATION, AND ESTABLISHING ARTICLE 27-1 TREE CARE AND MANAGEMENT; PROVIDING FOR CORRECTIONS; SEVERABILITY; PENALTIES AND AN EFFECTIVE DATE.

WHEREAS, the Mayor and Council of the City of Goodyear, have determined that the public health, safety and welfare of the City of Goodyear and its citizens require certain additions to the City of Goodyear Code of Ordinances; and

WHEREAS, Chapter 27 is being added/enacted to provide the Parks and Recreation Department a chapter in the City's Code of Ordinances for the current addition of its Article 27-1 Tree Care and Management, as well as to accommodate future ordinance and regulation additions generally applicable to the Parks and Recreation Department; and

WHEREAS, this Article 27-1 Tree Care and Management, generally provides guidelines for the care, maintenance, and management of the tree resources in the public rights-of-way, and park and recreation areas within the City; and

WHEREAS, the Mayor and Council of the city of Goodyear, Arizona believe it is in the best interest of the City and its citizens to enact a new Chapter 27 to the City of Goodyear Code of Ordinances titled Parks and Recreation, to establish Article 27-1 Tree Care and Management.

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

SECTION 1. ENACTING NEW CHAPTER 27 PARKS AND RECREATION AND ARTICLE 27-1 TREE CARE AND MANAGEMENT TO THE CITY OF GOODYEAR CODE OF ORDINANCES.

The City of Goodyear Code of Ordinances is hereby amended to enact a new Chapter 27 titled Parks and Recreation, and establish Article 27-1 Tree Care and Management, as set forth in that certain document titled, "Enacting a New Chapter of the City of Goodyear Code of Ordinances, to Establish Chapter 27 Parks and Recreation, Article 27-1 Tree Care and Management," which is attached as Exhibit A to Resolution No. 2021-2132 and is declared a public record, three copies of which are on file with the City Clerk of the city of Goodyear and which is referred to, adopted, and made part hereof as if fully set forth in the Ordinance.

SECTION 2. CORRECTIONS

The City Clerk, and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance, including, but not limited to, the

correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 3. SEVERABILITY

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

SECTION 4. PENALTY

The penalty for violating the requirements of Goodyear City Code Article 27-1 shall be as follows:

SECTION 27-1-12 Violations and Civil Sanctions
Any person violating any provision of this Article 27-1 shall be guilty of a civil infraction, and shall be subject to a civil sanction in accordance with Article 18-1 of Goodyear City Code of Ordinances.

SECTION 4. EFFECTIVE DATE

This ordinance shall become effective as prescribed by law. The provisions of the any ordinance, regulation or requirement of the City of Goodyear being amended by this Ordinance shall remain in full force and effect until the effective date of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, this _____ day of _____, 20_____.

_____
Georgia Lord, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
) ss.
County of Maricopa)

I, the undersigned Darcie McCracken, being the duly appointed, qualified City Clerk of the city of Goodyear, Maricopa County, Arizona, certify that the foregoing Ordinance No. 2021-1496 is a true, correct and accurate copy of Ordinance No. 2021-1496, passed and adopted at a regular meeting of the Council of the city of Goodyear, Maricopa County, Arizona, held on the _____ day of _____ 20____, at which a quorum was present and, by a _____vote, _____voted in favor of said ordinance.

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

_____

seal City Clerk

Tree City USA

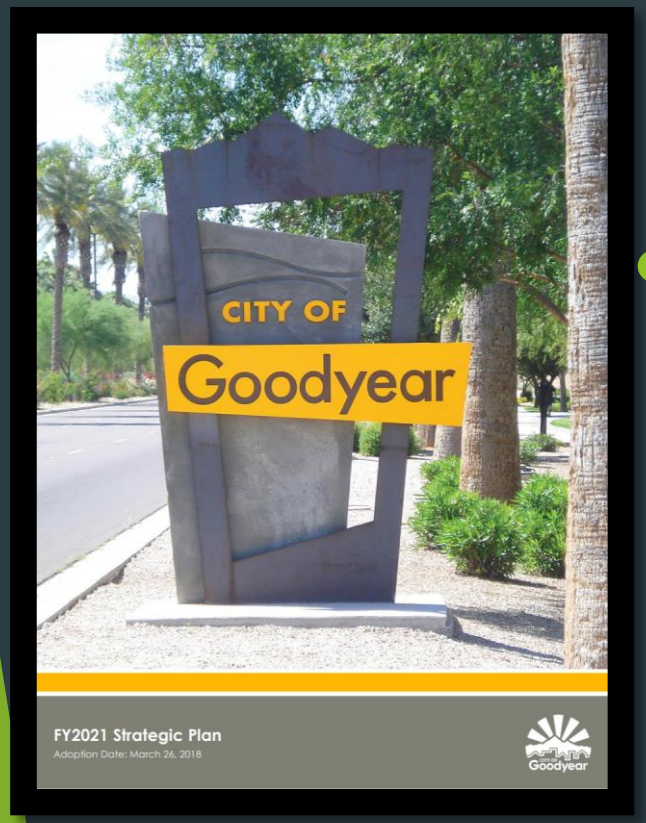


David Seid
Deputy Director
Parks and Recreation

Wayne Smith
Right of Way Superintendent
Parks and Recreation

Background/History

- Strategic Plan - Shade Study – Tree City USA







Tree City USA Requirements

- [x] $2 Per Capita Budget
- [x] Tree Department
- [ ] Tree Ordinance
- [ ] Mayoral Proclamation and Arbor Day Observance
- [ ] Application Submittal





Recommendation

Approve

Resolution #2021-2132

Ordinance #2021-1496

TREE CITY USA®

Questions?

AGENDA ITEM #: 12.
DATE: 03/22/2021
CAR #: 2021-7186

CITY COUNCIL ACTION REPORT

SUBJECT: **AUTHORIZING THE ISSUANCE OF TAXABLE ADVANCE REFUNDING OF SERIES 2011A IN THE AMOUNT NOT TO EXCEED $25,800,000**

STAFF PRESENTER(S): Jared Askelson, Finance Manager

OTHER PRESENTER(S):

None

SUMMARY:

This action authorizes the sale, issuance, and delivery of Taxable Excise Tax Revenue Refunding Obligations, Series 2021 ("Obligations") in the amount not to exceed $25,800,000 in order to refund Series 2011 Revenue Bonds.

Recommendation:

ADOPT RESOLUTION NO. 2021-2135 AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT, A TRUST AGREEMENT, A DEPOSITORY TRUST AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, AN OBLIGATION PURCHASE AGREEMENT AND FORMS OF RELATED OBLIGATION DOCUMENTS; APPROVING A PRELIMINARY OFFICIAL STATEMENT; APPROVING THE SALE, EXECUTION AND DELIVERY OF TAXABLE EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2021, EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN AN AGREEMENT BETWEEN THE CITY OF GOODYEAR, ARIZONA AND A TRUSTEE; AUTHORIZING AND RATIFYING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THE RESOLUTION. (Jared Askleson, Finance Manager)

FISCAL IMPACT:

As of February 8, 2021, the refunding is estimated to result in a net savings of approximately $2,235,000. This savings is based on a decrease in the average interest rate of 4.7% to an estimated all in true interest cost of 1.2%. Actual savings will be based on interest rates in April 2021. Excise taxes, including local and state shared sales taxes, state shared income and vehicle license taxes, fine and forfeitures, and franchise taxes are used to secure the payment of the Obligations.

BACKGROUND AND PREVIOUS ACTIONS:

The City previously issued tax exempt excise tax supported revenue bonds in 2011. Issuing the Obligations as taxable bonds allows the advanced refunding of the 2011 bonds at this time. Refunding the 2011 bonds will decrease the effective interest rate by approximately 3.5% and result in a 9.4% net savings in costs over the life of the bonds. The Obligations will be on parity with other excise tax supported bonds issued in 2016. This means that investors in the new Obligations will have the same rights to repayment as the 2016 bonds.

STAFF ANALYSIS

The Obligations will be issued in an aggregate original principal amount not to exceed $25,800,000. The savings associated with the Obligations will not be less than 3% of the principal amount being refunded and is currently estimated above 9%. The maximum maturity will not to exceed July 1, 2027, equal to the current 2011 bonds.

The finance staff and bond counsel have reviewed the proposed execution and delivery of Obligations and the sale thereof and find that they are in compliance with state law and City policies. They are in support of the proposed action.

Attachments

Resolution
DRAFT Agreement
DRAFT Trust Agreement
DRAFT Depository Trust Agreement
DRAFT Obligation Purchase Agreement
DRAFT Continuing Disclosure Certificate
DRAFT Preliminary Official Statement
2021-7186 Excise Tax Refunding Presentation

RESOLUTION NO. 2021-2135

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT, A TRUST AGREEMENT, A DEPOSITORY TRUST AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, AN OBLIGATION PURCHASE AGREEMENT AND FORMS OF RELATED OBLIGATION DOCUMENTS; APPROVING A PRELIMINARY OFFICIAL STATEMENT; APPROVING THE SALE, EXECUTION AND DELIVERY OF TAXABLE EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2021, EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN AN AGREEMENT BETWEEN THE CITY OF GOODYEAR, ARIZONA AND A TRUSTEE; AUTHORIZING AND RATIFYING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, the City of Goodyear, Arizona Public Improvement Corporation has outstanding its Facilities Revenue Refunding Bonds, Series 2011A (the "*Series 2011A Bonds*"); and

WHEREAS, the City of Goodyear, Arizona (the "*City*") now desires to refund and defease the outstanding portion of the Series 2011A Bonds (the "*Bonds Being Refunded*") in advance of maturity through the issuance of not to exceed $25,800,000 Taxable Excise Tax Revenue Refunding Obligations, Series 2021, to be dated no earlier than May 1, 2021 (the "*Obligations*"). The Obligations will be issued pursuant to a Trust Agreement, to be dated no earlier than May 1, 2021 (the "*Trust Agreement*") between a trustee to be selected by the City Manager or her designee or the Finance Director or his designee (the "*Trustee*") and the City, and will evidence a proportionate interest of the owners of the Obligations in payments made by the City pursuant to an Agreement, to be dated no earlier than May 1, 2021 (the "*Agreement*"), between the Trustee and the City; and

WHEREAS, the Trust Agreement will authorize the Trustee to apply the proceeds of the Obligations to (i) transfer a portion of the proceeds to a depository trustee to be selected by the City pursuant to Section 4 herein (the "*Depository Trustee*"), and such Depository Trustee shall apply the proceeds in accordance with a depository trust agreement in substantially the form now on file with the City Clerk, by and between the City and the Depository Trustee (the "*Depository Trust Agreement*"), in order prepay and defease the Bonds Being Refunded, (ii) fund the Payment Fund as created pursuant to the Trust Agreement, and (iii) pay the delivery costs of the Obligations; and

WHEREAS, a proposal in the form of an Obligation Purchase Agreement (the "*Obligation Purchase Agreement*") has been received from Stifel, Nicolaus and Company, Incorporated (the "*Underwriter*") for the purchase of the Obligations, and the City has determined to award the Obligations to the Underwriter in accordance with the Obligation Purchase Agreement; and

WHEREAS, in its role as Underwriter, the Underwriter is not acting as a municipal advisor as defined in the "Registration of Municipal Advisors" rule promulgated by the United States Securities and Exchange Commission; and

WHEREAS, Hilltop Securities Inc. serves as municipal advisor to the City; and

WHEREAS, the City will pay the payments and other amounts due under the Agreement from the City's Excise Tax Fund (as defined in the Agreement); and

WHEREAS, the City Clerk has presented to the Mayor and City Council of the City (the "*Council*") at this meeting the proposed forms of:

(i) the Agreement;

(ii) the Trust Agreement;

(iii) the Depository Trust Agreement;

(iv) the Obligation Purchase Agreement;

(v) the Continuing Disclosure Certificate relating to the Obligations (the "*Continuing Disclosure Certificate*"); and

(vi) a preliminary form of the Official Statement relating to the Obligations (the "*Preliminary Official Statement*").

Collectively, the foregoing documents are referred to herein as the "*Obligation Documents*."

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

Section 1. **Determination of Need**. It is hereby found and determined that prepaying and defeasing the Bonds Being Refunded in advance of maturity pursuant to the terms of the Obligation Documents is in the best interest of and in furtherance of the purposes of the City and in the public interest.

Section 2. **Terms of Obligations**. The City hereby approves the execution and delivery of the Obligations, as hereinafter described, by the Trustee. The Obligations shall be executed in the aggregate principal amount of not to exceed $25,800,000. The Obligations shall be in the denomination of $5,000 or any integral multiples thereof, shall be dated as set forth in the Trust Agreement, shall bear interest from such date payable on the dates provided in the Trust Agreement, and shall be fully registered without coupons as provided in the Trust Agreement. The Obligations shall bear interest at the rates per annum set forth in the Trust Agreement and the Obligation Purchase Contract and shall mature on July 1 in some or all of the years 2021 through and including 2027, and in no event shall any of the Obligations mature later than July 1, 2027. The present value of the debt service savings, net of all costs associated with the Obligations shall be not less than 3.00% of the aggregate principal amount of the Bonds Being Refunded.

The forms, terms, interest rates, dated date, interest payment dates, maturity dates, maturity amounts, provisions for redemption and other provisions of the Obligations and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Trust Agreement.

Section 3. **Authorize Final Approval**. The Mayor, any Council Member, the City Manager or the Finance Director of the City are each hereby authorized to approve the final interest rates, maturity dates, maturity amounts, purchase price and redemption provisions and cause the same to be set forth in the documents. The forms, terms and provisions of the Obligation Documents in substantially the form of such documents (including the exhibits thereto) now on file with the City Clerk are hereby approved, with such final provisions, insertions, deletions and changes as shall be approved by the Mayor, any Council Member, the City Manager or the Finance Director of the City, the execution of such document being conclusive evidence of such approval. The Mayor, any Council Member, the City Manager, the Finance Director and the City Clerk of the City are each hereby authorized and directed to execute and deliver, where applicable, or attest or approve the Obligation Documents and to take all action to carry out and comply with the terms of such documents.

Section 4. **Selection of Trustee and Depository Trustee; Trustee and Depository Trustee Action**. U.S. Bank National Association, Phoenix, Arizona, will act as, and is hereby designated as the Trustee. The City hereby requests the Trustee and Depository Trustee to take any and all action necessary in connection with the execution and delivery of the Agreement, the Trust Agreement, the Depository Trust Agreement, the Obligation Purchase Agreement and the sale, execution and delivery of the Obligations. The City further authorizes and directs the Trustee and Depository Trustee to enter into such agreements as may be reasonable for the administration of the trusts so held.

Section 5. **Pledge of Excise Taxes**. Pursuant to the Agreement and the Trust Agreement, the City shall pledge all amounts received from the imposition of unrestricted fines and forfeitures, license and permit fees, transaction privilege (sales) taxes, other transaction privilege, excise and business taxes, franchise fees and taxes, bed and rental taxes which the City now or in the future imposes and collects, and all state shared sales and income taxes and state revenue-sharing collected and allocated or apportioned, now or hereafter, to the City by the State of Arizona or any political subdivision thereof, or by any other governmental unit or agency and which are not required by State law, rule or regulation to be expended for other purposes, such as the motor vehicle fuel tax ("Excise Taxes") to the payments and other amounts to come due under the Agreement and the Trust Agreement. Excise Taxes shall not include revenue from development fees or building permits. The City may impose taxes, license fees and permit fees for restricted purposes, the revenues from which will not be Excise Taxes and will not be pledged to the payment of amounts due pursuant to the Agreement. The City's obligation to make any payments under the Agreement or the Trust Agreement does not constitute an obligation of the City or the State of Arizona, or any of its political subdivisions, for which the City or the State of Arizona, or any of its political subdivisions, is obligated to levy or pledge any form of ad valorem property taxation nor does the obligation to make any payments under the Agreement or the Trust Agreement constitute an indebtedness of the City or of the State of Arizona or any of its political subdivisions within the meaning of the Constitution of the State of Arizona or otherwise. The pledge will be on a parity with certain outstanding pledges of such Excise Taxes as described in the Trust Agreement.

Section 6. **City to Maintain Coverage of Two Times Debt Service**. Pursuant to the Agreement, the City will covenant and agree that the Excise Taxes which it presently imposes will continue to be imposed in each Fiscal Year (as defined in the Trust Agreement) so that the amount

of Excise Taxes, all within and for the next preceding Fiscal Year of City, shall be equal to at least two times the Annual Debt Service Requirement (as defined in the Trust Agreement) payable under the Agreement and under any Outstanding Parity Obligations (as defined in the Trust Agreement), for the current Bond Year (as defined in the Trust Agreement). The City will further covenant and agree that if such receipts for any Fiscal Year (as defined in the Trust Agreement) shall not equal at least two times such Annual Debt Service Requirement for such current Bond Year, or if at any time it appears that the current Fiscal Year's receipts will not be sufficient to meet the current Bond Year's actual Annual Debt Service Requirement, the City will either impose new Excise Taxes or will increase the rates of such taxes currently imposed in order that (i) the current Fiscal Year's receipts will be sufficient to meet the current Bond Year's Annual Debt Service Requirement and (ii) the then current Fiscal Year's receipts will be equal to at least two times the next succeeding Bond Year's Annual Debt Service Requirement.

Section 7. **Resolution Irrepealable**. After any of the Obligations are delivered by the Trustee to the Underwriter thereof upon receipt of payment therefor, this resolution shall be and remain irrepealable until the Obligations and the interest and premium, if any, thereon shall have been fully paid, cancelled and discharged.

Section 8. **Ratification of Prior Actions; Execution of Documents and Other Proceedings**. All actions of the officers and agents of the City which conform to the purposes and intent of this resolution and which further the sale, execution and delivery of the Obligations as contemplated by this resolution and the Obligation Documents, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved.

The Mayor, the City Clerk and the officers of the City, on behalf of the City, and the Trustee are each hereby authorized and directed, without further order of the Council, to execute and deliver such certificates, proceedings and agreements as may be necessary or convenient to be executed and delivered on behalf of the City, to evidence compliance with, or further the purposes of, all the terms and conditions of this resolution.

Section 9. **Severability**. If any section, paragraph, clause or phrase of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this resolution.

Section 10. **Waiver of Inconsistency**. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 11. **Bond Insurance; Credit Enhancement**. The Mayor, the City Manager, Finance Director and City Clerk of the City are each hereby authorized to purchase municipal bond insurance, surety bonds, reserve fund guaranties or other credit enhancement as may be deemed by the Finance Director of the City appropriate and beneficial, to pay or cause to be paid all premiums attendant thereto and to enter into any obligations or agreements on behalf of the City to repay amounts paid thereon by the providers thereof.

PASSED, ADOPTED AND APPROVED by the Mayor and City Council of the City of Goodyear, Arizona, this 22nd day of March, 2021.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Gust Rosenfeld P.L.C.

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA
COUNTY OF MARICOPA

I, the undersigned _____, being the duly appointed, qualified City Clerk of the City of Goodyear, Maricopa County, Arizona, certify that the foregoing Resolution No. 2021-2135 is a true, correct and accurate copy of Resolution No. 2021-2135, passed and adopted at a regular meeting of the Council of the City of Goodyear, Maricopa County, Arizona, held on March 22, 2021, at which a quorum was present and, by a ____ vote, ____ voted in favor of said resolution.

Given under my hand and sealed this 22nd day of March, 2021.

_____
City Clerk

AGREEMENT

Between

U.S. BANK NATIONAL ASSOCIATION
as Trustee

and

CITY OF GOODYEAR, ARIZONA

Related to

CITY OF GOODYEAR, ARIZONA
TAXABLE EXCISE TAX REVENUE REFUNDING OBLIGATIONS
SERIES 2021

Dated as of [_____], 2021

AGREEMENT

Table of Contents
[TO BE UPDATED]

1. Term and Payments 2
2. Pledge of Excise Taxes; Limited Obligations 3
3. Surplus and Deficiency of the Excise Taxes 4
4. Use of Other Funds at the Option of City 4
5. Parity Obligations 5
6. City to Maintain Coverage of Two Times Debt Service 5
7. Definition of Excise Taxes 5
8. Representations, Warranties and Covenants 5
9. Prepayment Permitted; Providing for Payment 6
10. Event of Default and Remedies Upon Event of Default; No Acceleration 6
11. Assignment 6
12. Reserved 7
13. Miscellaneous 8
14. Notices; Mailing Addresses 9
15. Definitions 10
16. [Reserved] 10
17. Notice as to Conflict of Interest 10
18. Trustee 10
19. E-Verify Requirements 10
20. No Boycott of Israel 11

Signatures ..... [Signature Pages]

EXHIBIT A – Payment Schedule

AGREEMENT

THIS AGREEMENT (hereinafter referred to as this "*Agreement*") by and between the City of Goodyear, Arizona, a municipal corporation and a political subdivision under the laws of the State of Arizona (hereinafter referred to as the "*City*") and U.S. Bank National Association, a national banking association authorized to do trust business in the State of Arizona (hereinafter referred to as the "*Trustee*"), in its capacity as trustee under the Trust Agreement dated as of [_____] 1, 2021, by and between the Trustee and the City (the "*Trust Agreement*");

W I T N E S S E T H:

WHEREAS, the City of Goodyear, Arizona Public Improvement Corporation (the "*PIC*") previously issued its $25,295,000 aggregate principal amount of Municipal Facilities Revenue Refunding Bonds, Series 2011A (the "*Series 2011A Bonds*"), pursuant to a Trust Indenture dated as December 1, 2007 (the "*2007 Trust Indenture*"), as thereafter supplemented and amended by the First Supplement to Indenture (2007), dated as of November 1, 2011, and by the Second Supplement to Indenture, dated as of October 1, 2016 (the 2007 Trust Indenture, as so supplemented, is collectively referred to as the "*Trust Indenture*"), by and between the PIC and the Trustee, as successor trustee to Wells Fargo Bank, N.A.; and

WHEREAS, there are outstanding $23,770,000 of the Series 2011A Bonds, which represent participating interests in rental payments to be made by the City to the PIC pursuant to the Lease-Purchase Agreement dated as of December 1, 2007 between the PIC and the City, as thereafter amended and supplemented by the First Amendment to Lease-Purchase Agreement (2007), dated as of November 1, 2011, and the Second Amendment to Lease-Purchase Agreement (2007), dated as of October 1, 2016 (collectively, the "*Lease*"); and

WHEREAS, the City now desires to refinance and prepay certain rental payments due pursuant to the Lease relating to the Series 2011A Bonds and to redeem in advance of maturity the July 1, 2021, and the July 1, 2023, through and including the July 1, 2027, maturities of the Series 2011A Bonds (collectively, the "*Bonds Being Refunded*"); and

WHEREAS, the City has caused the refunding of the Series 2011A Bonds as provided for in the Trust Indenture, by authorizing the execution and delivery of the City's Taxable Excise Tax Revenue Refunding Obligations, Series 2021 (the "*Obligations*") to be executed and delivered pursuant to the Trust Agreement; and

WHEREAS, the Trustee will execute and deliver the Obligations and, at the direction of the City, use the proceeds of the Obligations to prepay the above-mentioned rental payments and thereby refund the Obligations Being Refunded and redeem them in advance of maturity, and the City shall have no further obligation to provide funds to pay costs and expenses attendant thereto; and

WHEREAS, the City shall hereby agree to pay to the Trustee from time to time the Payments (as defined herein) and to pledge its Excise Taxes (as defined herein) as security and the source of payment of such Payments and the Trustee shall hereby agree to accept such Payments;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter contained, it is hereby agreed as follows:

1. Term and Payments

(a) To provide the funds necessary to refinance and prepay certain rental payments due pursuant to the Lease, the Trustee shall execute and deliver the Obligations and, at the City's direction, use the proceeds of the Obligations to prepay such rental payments and thereby refund the Obligations Being Refunded and redeem them in advance of maturity, and the City shall have no further obligation to provide funds to pay costs and expenses attendant thereto.

(b) For such purpose, the City agrees to make payments (the "*Payments*") hereunder to the Trustee, and the Trustee hereby agrees to accept the Payments. The Payments shall be comprised of the amounts described as follows:

The City shall pay to the Trustee in the following order of priority the following amounts for deposit into the Payment Fund: (i) commencing on the 10th day of the month following the Closing Date of the Obligations, the City shall pay to the Trustee the amount due on the next succeeding Interest Payment Date divided by the number of monthly payments that can be made prior to such next succeeding Interest Payment Date, and commencing on the 10th day of the month following the Payment Date allocated to interest, the City shall pay to the Trustee 1/6th of the next forthcoming Payment allocated to interest on the Obligations, and (ii) commencing on the 10th day of the month following the Closing Date of the Obligations, the City shall pay to the Trustee the amount due on the next succeeding principal Payment Date divided by the number of monthly payments that can be made prior to such next succeeding principal payment date, and commencing on the 10th day of the month following the Payment date allocated to principal, the City shall pay to the Trustee 1/12th of the next forthcoming Payment allocated to principal on the Obligations.

When all of the above necessary transfers have been made for the month, the remaining Excise Taxes not required to be transferred as set forth may be used for any lawful purpose of the City, including debt service payments on any obligations secured by a lien and pledge on Excise Taxes subordinate to the lien and pledge of Excise Taxes securing the Obligations.

The City's obligation to make such Payments shall be limited to payment from Excise Taxes pledged to the payment thereof by the City.

(c) The obligations of the City to make the Payments from the sources described herein and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach of the Trustee of any obligation to the City or otherwise, or out of indebtedness or liability at any time owing to the City by the Trustee. Until such time as all of the Payments shall have been fully paid or provided for, the City (i) will not suspend or discontinue any payments provided for in Section 1 herein, (ii) will perform and observe all other agreements contained herein, and (iii) will not terminate the term hereof for any cause, including, without limiting the generality of the foregoing, any change in the tax or other laws of the United States of America or of the State of Arizona or any political subdivision of either or any

failure of the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Agreement. Nothing contained in this Section shall be construed to release Trustee from the performance of any of the agreements on its part herein or in the Trust Agreement contained and in the event the Trustee shall fail to perform any such agreements on its part, the City may institute such action against the Trustee as the City may deem necessary to compel performance so long as such action does not abrogate the obligations of the City contained in the first sentence of this paragraph (c). This Agreement shall not terminate so long as any payments are due and owing under the Obligations.

(d) In the event that the City expects that it will not make a Payment when due hereunder, the City shall, at least five Business Days before the date such Payment is due, notify the Trustee in writing of such expectation.

2. Pledge of Excise Taxes; Limited Obligations

(a) The City hereby pledges for the Payments to be made hereunder and all other amounts payable pursuant hereto its Excise Taxes, as defined in Section 7 herein. The City intends that this pledge shall be a first lien pledge upon such amounts of said taxes as will be sufficient to make the Payments pursuant hereto when due. The City agrees and covenants to make said Payments from such Excise Taxes, except to the extent it chooses to make the Payments from other funds pursuant to Section 4. Said pledge of, and said lien on, the Excise Taxes is hereby irrevocably made and created for the prompt and punctual payment of the amounts due hereunder according to the terms hereof, and to create and maintain the funds as hereinafter specified in this Agreement or as may be specified in the Trust Agreement. All of the Payments are coequal as to the pledge of and lien on the Excise Taxes pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from Excise Taxes or security therefor. The pledge and lien shall be on a parity with the pledge of and lien on such Excise Taxes for the payments due with respect to the Parity Obligations (as defined in the Trust Agreement). The City shall remit to the Trustee (or other appropriate trustee with respect to Parity Obligations) from Excise Taxes all amounts due under this Agreement and Parity Obligations in the amounts and at the times and for the purposes as required herein. In order to secure payment of the Obligations and Parity Obligations, the City shall create a separate and special fund which shall contain only Excise Taxes and shall not contain any other moneys of the City, this fund shall be known as the "Goodyear Excise Tax Fund" (the "*Excise Tax Fund*"). The Excise Tax Fund shall be funded solely and only from the Excise Taxes received by the City and from no other source. Under no circumstances shall moneys be deposited from the City's general fund to the Excise Tax Fund. The Excise Tax Fund may be reduced to zero in each month after the amounts required to be transferred to the applicable trustee for the applicable payment fund for the Existing Parity Obligations, the Obligations and any other Parity Obligations have been transferred. All payments to be made pursuant to this Agreement shall be made from the Excise Tax Fund. If at any time the moneys in the Excise Tax Fund are not sufficient to make all of the deposits and transfers required by this Agreement or the Parity Obligations, the moneys in the Excise Tax Fund shall be distributed between this Agreement and the Parity Obligations on a pro rata basis as determined by the debt service then due without regard to the existence of a reserve fund, a cash funded reserve fund or a reserve fund guaranty or similar surety. Any deficiency in the Excise Tax Fund shall be made up from the first moneys thereafter received and available for such transfers under the terms of this Agreement, and the transfer of any

such sum or sums to said fund or accounts as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

(b) The City's obligation to make payments of any amounts due under this Agreement, including amounts due after default or termination hereof, is limited to payment from Excise Taxes and shall in no circumstances constitute a general obligation of, or a pledge of the full faith and credit of, the City, the State of Arizona or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any ad valorem taxes.

3. Surplus and Deficiency of the Excise Taxes. All Excise Taxes in excess of amounts, if any, required to be deposited with or held by the Trustee (or other appropriate trustee with respect to Parity Obligations) for Payments due under this Agreement or the Trust Agreement or Parity Obligations shall constitute surplus revenues and may be used by the City for any lawful purpose for the benefit of the City, including the payment of junior lien obligations to which such Excise Taxes may from time to time be pledged. If at any time the moneys in the funds and accounts held for payment of amounts due under this Agreement or Parity Obligations are not sufficient to make the deposits and transfers therein required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms hereof, and the transfer of any such sum or sums to said fund or accounts as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

4. Use of Other Funds at the Option of the City. The City may, at the City's sole option, make such Payments from its other funds as permitted by law and as the City shall determine from time to time, but the Trustee acknowledges that it has no claim hereunder to such other funds. No part of the Payments payable pursuant to this Agreement shall be payable out of any ad valorem taxes imposed by the City or from bonds or other obligations, the payment of which the City's general taxing authority is pledged, unless (a) the same shall have been duly budgeted by the City according to law, (b) such payment or payments shall be within the budget limitations of the statutes of the State of Arizona, and (c) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State of Arizona.

5. Parity Obligations. So long as any amounts due hereunder remain unpaid or unprovided for, the City shall not create, suffer or permit any lien upon the Excise Taxes senior to the lien hereof. So long as any amounts due hereunder remain unpaid or unprovided for, the City shall not create, suffer or permit any lien upon Excise Taxes on a parity herewith except for Parity Obligations upon compliance with the requirements therefor set out in the Trust Agreement.

6. City to Maintain Coverage of Two Times Debt Service. The City covenants and agrees that the Excise Taxes which it presently imposes will continue to be imposed in each Fiscal Year so that the amount of Excise Taxes, all within and for the next preceding Fiscal Year of the City, shall be equal to at least two times the Annual Debt Service Requirement (as defined in the Trust Agreement) payable hereunder, and under any Outstanding Parity Obligations (as defined in the Trust Agreement), for the current Bond Year (as defined in the Trust Agreement). The City further covenants and agrees that if such receipts for any such Fiscal Year shall not equal at least two times such Annual Debt Service Requirement for such Bond Year, or if at any time it appears that the current Fiscal Year's receipts will not be sufficient to meet the current Bond Year's actual Annual Debt Service Requirement, the City will either impose new Excise Taxes or will increase

the rates of such taxes currently imposed in order that (a) the current Fiscal Year's receipts will be sufficient to meet the current Bond Year's Annual Debt Service Requirement and (b) the then current Fiscal Year's receipts will be equal to at least two times the next succeeding Bond Year's Annual Debt Service Requirement.

7. Definition of Excise Taxes. "Excise Taxes" shall have the meaning as defined in the Trust Agreement.

8. Representations, Warranties and Covenants.

(a) The City represents, warrants and covenants that it has the power to enter into this Agreement, that this Agreement is a lawful, valid and binding obligation of the City, enforceable against the City in accordance with its terms, and has been duly authorized, executed and delivered by the City; that all required procedures for execution and performance hereof, including publication of notice, public hearing or competitive bidding, if applicable, have been or will be complied with in a timely manner; that all Payments hereunder will be paid when due out of funds that are legally available for such purposes.

(b) The City represents, warrants and covenants that it has disclosed in writing to the Trustee all facts that do or will materially adversely affect the operations or financial condition of the City and that any financial statements, notices or other written statements provided by the City to the Trustee pursuant hereto will not contain any untrue statement of a material fact or omit any material fact necessary to make such statements or information not misleading.

(c) Except with respect to its power and authority to enter into this Agreement and to perform its covenants hereunder, the Trustee has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the projects refinanced by this Agreement. All such risks shall be borne by the City without in any way excusing the City from its obligations under this Agreement and the Trustee shall not be liable to the City for any damages on account of such risks. Except with respect to any acts by the Trustee which are not undertaken either (i) at the City's request, or (ii) with the City's prior approval, the City agrees to waive all claims against the Trustee relating to the projects refinanced by this Agreement.

9. Prepayment Permitted; Providing for Payment.

(a) Reserved. [HOLD FOR PRIOR REDEMPTION].

(b) The City may provide for the payment of any Payment in any one or more of the following ways:

(i) by paying such Payment as provided herein as and when the same becomes due and payable at its scheduled due date pursuant to Section 1 herein; or

(ii) by depositing with a Depository Trustee (as defined below), in trust for such purposes, at or before maturity, money which, together with the amounts then on deposit with the Trustee and available for such Payment is fully sufficient to make, or cause to be made, such Payment; or

(iii) by depositing with a Depository Trustee, in trust for such purposes, any United States Obligations (as defined in the Trust Agreement) that are noncallable, in such amount as shall be certified to the Trustee and the City, by a national firm of certified public accountants acceptable to both the Trustee and the City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with the Trustee and available for such Payment, to make, or cause to be made, such Payment, as and when the same becomes due and payable at maturity.

A Depository Trustee shall be any bank or trust company, including the Trustee, with a combined capital and surplus of at least $50,000,000 and subject to supervision or examination by federal or State of Arizona authority who holds money and securities in trust for the purposes set forth in subparagraphs (ii) or (iii) of this paragraph (b) (a "*Depository Trustee*").

10. Event of Default and Remedies Upon Event of Default; No Acceleration.

(a) Upon the occurrence of an Event of Default (as defined in the Trust Agreement) whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency the Trustee and the Owners of the Obligations Outstanding shall have such rights and obligations as set forth in Article XII of the Trust Agreement.

(b) The obligation of the City to make Payments is not subject to acceleration and such Payments may not be made immediately due and payable for any reason.

11. Assignment.

(a) Except as otherwise provided herein, without the prior written consent of the Trustee (which, prior to the payment of the Obligations in full, shall not be given without the Trustee's receipt of direction from the Owners of a majority in aggregate principal amount of the Obligations then Outstanding to give such consent), the City shall not assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement, or any interest therein.

(b) Subject to the terms of the Trust Agreement, the Trustee shall be entitled, with or without notice to, or the consent of, the City, to sell, pledge, assign, transfer and encumber all or any part of its right, title and interest in and to this Agreement and all payments of any kind due or that become due to the Trustee hereunder, provided that such transfer or assignment shall not impair the Obligations, that the transferee or assignee shall be bound by the terms hereof and all related agreements executed by the Trustee in connection herewith and shall execute such nondisturbance and acceptance instruments as shall reasonably be required to evidence the same as hereinafter provided and, upon the City's receipt of notice of any such assignment or transfer of the Trustee's interest, any such assignee(s) or transferee(s) shall thereafter (collectively, if more than one) become and be deemed to be the Trustee hereunder, and have all of the rights, powers, privileges and remedies, and be subject to all of the covenants and agreements, of the Trustee hereunder for all purposes hereof.

During the term hereof, the City shall maintain a complete and accurate record of all such sales, assignments and transfers in form necessary to comply with Section 149(a) of the United

States Internal Revenue Code of 1986, as amended, and the regulations proposed or existing, from time to time promulgated thereunder. Upon the City's receipt of written notice as above-described, of the Trustee's sale, assignment or transfer of all or any part of its interest in this Agreement or the payments hereunder, the City agrees to attorn to and recognize any such purchaser(s), assignee(s) or transferee(s) (jointly if more than one) as the owner(s) of all right, title and interest in, to and under this Agreement and the payments thereafter due and payable pursuant hereto, and as the trustee(s) hereunder. Upon the written request of any purchaser, assignee or transferee of the Trustee's interest, the City agrees to execute and deliver to such purchaser, assignee or transferee such certificates or other instruments in such forms as may reasonably be required by such purchaser, assignee or transferee, and to which the City can truthfully attest, including but not limited to a separate acknowledgment of assignment and attornment certificate in the customary form as to such purchaser's, assignee's or transferee's right, title and interest in, to and under this Agreement and the payments thereafter due and payable pursuant hereto. Any such purchaser, assignee or transferee shall agree in writing to assume and perform all of the duties and responsibilities of the Trustee and shall acknowledge the City's rights hereunder. Provided, however, that in the event the Trustee becomes merged or consolidated with any other entity and the resulting entity meets the requirements for a successor trustee under the Trust Agreement, then the resulting entity shall assume all rights, responsibilities and duties of the Trustee hereunder without the execution or filing of any papers or any further act on the part of either party and the "Trustee" hereunder shall refer to such resulting party.

12. Reserved.

13. Miscellaneous.

(a) No covenant or obligation herein to be performed by the City may be waived except by the written consent of the Trustee and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude the Trustee from invoking such remedy at any later time prior to the City's cure of the condition giving rise to such remedy.

(b) This Agreement shall be construed and governed in accordance with the laws of the State of Arizona in effect from time to time.

(c) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, supplemented, altered or changed in any respect except by a written document signed by both the Trustee and the City.

(d) Any term or provision hereof found to be prohibited by law or unenforceable or which would cause this Agreement to be invalid, prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, causing the remainder of this Agreement to be invalid, prohibited by law or unenforceable.

(e) Trustee hereunder shall have the right at any time or times, by notice to the City, to designate or appoint any person or entity to act as agent or trustee for the Trustee for any purposes hereunder.

(f) The City agrees to pay interest at the rates necessary to pay the interest components specified in Exhibit A.

(g) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(h) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(i) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives, as the case may be. Any person or entity acquiring any interest in or to the Trustee's right, title or interest herein shall be and have the rights of a third party beneficiary hereunder.

14. Notices; Mailing Addresses. All notices, consents or other communications required or permitted hereunder shall be deemed sufficient if given in writing addressed and mailed by registered or certified mail, or delivered to the party for which the same is intended or certified, as follows:

If to the Trustee: [_____]
_____
_____
_____

If to the City: City of Goodyear, Arizona
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
Attn: Finance Director

with a copy to: Gust Rosenfeld, P.L.C.
One E. Washington Street, Suite 1600
Phoenix, Arizona 85004
Attn: Timothy A. Stratton, Esq.

15. Definitions. All terms not otherwise defined herein are as defined in the Trust Agreement.

16. Reserved.

17. Notice as to Conflict of Interest. A.R.S. § 38-511 provides that the City may, within three years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other

party of the contract with respect to the subject matter of the contract. In addition, the City may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City from any other party to the contract arising as a result of the contract.

18. **Trustee**. The Trustee is acting hereunder in its capacity as the Trustee under the Trust Agreement and is entitled to all the rights, protections, immunities and indemnities hereunder as afforded to the Trustee under the Trust Agreement. The Trustee has no duty or obligation to monitor the City's compliance with the City's covenants set forth in this Agreement.

19. **E-Verify Requirements**. To the extent applicable under A.R.S. § 41-4401, the Trustee and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). The Trustee or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of the Trustee's services by the City. The City retains the legal right to randomly inspect the papers and records of the Trustee or its subcontractors who work on this Agreement to ensure that the Trustee and its subcontractors are complying with the above-mentioned warranty.

The Trustee and its subcontractors warrant to keep such papers, information, and records necessary to verify compliance with the above-mentioned warranty (collectively, the "*Information*") open for random inspection by the City during normal business hours. The Trustee and its subcontractors shall reasonably cooperate with the City's random inspections including granting the City entry rights onto their property to perform the random inspections, granting the City access to, and use of the Information, provided that, the City agrees that it will use the Information solely for the purpose of verifying compliance with the E-verify requirements and the warranty of this Section 19 and, subject to the requirements of law, including the public records law of the State of Arizona, the City will preserve the confidentiality of any information, records, or papers the City views, accesses, or otherwise obtains during any and every such random inspection, including, without limitation, the Information.

20. **No Boycott of Israel**. To the extent A.R.S. §§ 35-393 - 35-393.03 are applicable, the Trustee hereby certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first day of _____, 2021.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By_____
Its_____

[First Signature Page to Agreement between U.S. Bank and City of Goodyear]

CITY OF GOODYEAR, ARIZONA, a municipal corporation and political subdivision under the laws of the State of Arizona

By_____
Mayor

ATTEST:

By_____
City Clerk

[Second Signature Page to Agreement between U.S. Bank and City of Goodyear]

EXHIBIT A

PAYMENT SCHEDULE

Payment Date	Principal	Interest	Total Payment

TRUST AGREEMENT

by and between

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

and

THE CITY OF GOODYEAR, ARIZONA

Related to

CITY OF GOODYEAR, ARIZONA
TAXABLE EXCISE TAX REVENUE REFUNDING OBLIGATIONS
SERIES 2021

Dated as of _____ 1, 2021

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS

Section 1.1. Definitions 3

ARTICLE II
EXCISE TAX REVENUE REFUNDING OBLIGATIONS

Section 2.1. Authorization of the Obligations 11
Section 2.2. Date 12
Section 2.3. Maturities and Interest Rates 12
Section 2.4. Interest on Obligations 12
Section 2.5. Form 12
Section 2.6. Execution 12
Section 2.7. Book-Entry-Only System 13
Section 2.8. Reserved 14
Section 2.9. Transfer and Exchange 14
Section 2.10. Obligations Mutilated, Lost, Destroyed or Stolen 14
Section 2.11. Payment 15
Section 2.12. Execution of Documents and Proof of Ownership 16
Section 2.13. Obligations Register 16
Section 2.14. Reserved 16
Section 2.15 Payment of Unclaimed Amounts 16
Section 2.16 Issuance and Delivery of Parity Obligations 17
Section 2.17 F.A.S.T. Closing 17

ARTICLE III
APPLICATION OF PROCEEDS; DELIVERY COSTS FUND

Section 3.1. Application of Proceeds 17
Section 3.2. Depository Trust Agreement 17
Section 3.3. Establishment and Application of Delivery Costs Fund 18

ARTICLE IV
NO PRIOR REDEMPTION OF OBLIGATIONS

Section 4.1. Redemption or Purchase of the Obligations 18
Section 4.2. [Reserved] 18

ARTICLE V
PAYMENTS; PAYMENT FUND; REBATE

Section 5.1. Trustee's Rights in Agreement 18
Section 5.2. Establishment of Payment Fund 18
Section 5.3. Payment by City; Deposits 19

Section 5.4. Application of Moneys 19
Section 5.5. Transfers of Investment Earnings to Payment Fund 19
Section 5.6 Surplus 19
Section 5.7 Separate Funds and Accounts 19
Section 5.8 Reserved 19
Section 5.9 Reserved 21
Section 5.10 Payment Pursuant to Bond Insurance Policy 22
Section 5.11 Notice of Anticipated Deficiency 23

ARTICLE VI
PLEDGE AND LIEN

Section 6.1. Pledge 24
Section 6.2. Protection of Lien 24
Section 6.3. Existing Parity Pledge 24
Section 6.4. Parity Obligations 24

ARTICLE VII
MONEYS IN FUNDS; INVESTMENT

Section 7.1. Held in Trust 26
Section 7.2. Investments Authorized 26
Section 7.3. Accounting 27
Section 7.4. Allocation of Earnings 27
Section 7.5. Valuation and Disposition of Investments 27

ARTICLE VIII
THE TRUSTEE

Section 8.1. Appointment of Trustee 27
Section 8.2. Liability of Trustee; Standard of Care 27
Section 8.3. Merger or Consolidation 28
Section 8.4. Protection and Rights of the Trustee 28
Section 8.5. Compensation of Trustee 30
Section 8.6. Removal of Trustee 30
Section 8.7. Appointment of Agent 31
Section 8.8. Commingling 31
Section 8.9. Records 31

ARTICLE IX
MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 9.1. Amendments Permitted 31
Section 9.2. Procedure for Amendment with Written Consent of Obligation Owners 32
Section 9.3. Disqualified Obligations 33

Section 9.4. Effect of Supplemental Agreement 33
Section 9.5. Endorsement or Replacement of Obligations Delivered After Amendments 33
Section 9.6. Amendatory Endorsement of Obligations 33

ARTICLE X
COVENANTS; NOTICES

Section 10.1. Compliance With and Enforcement of Agreement 34
Section 10.2. Observance of Laws and Regulations 34
Section 10.3. Further Assurances 34
Section 10.4. Notification to the City of Failure to Make Payments 34
Section 10.5. Business Days 34

ARTICLE XI
LIMITATION OF LIABILITY

Section 11.1. Limited Liability of the City 34
Section 11.2. No Liability of the City for Trustee Performance 35
Section 11.3. Indemnification of the Trustee 35
Section 11.4. Opinion of Counsel 35

ARTICLE XII
EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 12.1. Events; Events of Default 36
Section 12.2. Notice of Default 37
Section 12.3. Remedies; Rights of Owners 37
Section 12.4. Right of Owners to Direct Proceeding 38
Section 12.5. Application of Moneys 38
Section 12.6. Remedies Vested in Trustee 39
Section 12.7. Rights and Remedies of Owners 39
Section 12.8. Termination of Proceedings 40
Section 12.9. Waivers of Events of Default 40
Section 12.10. No Acceleration 40

ARTICLE XIII
MISCELLANEOUS

Section 13.1. Defeasance 41
Section 13.2. Records 42
Section 13.3. Notices 42
Section 13.4. Covenant as to Conflict of Interest 43

Section 13.5.	Governing Law	43
Section 13.6.	Binding Effect and Successors	43
Section 13.7.	Execution in Counterparts	43
Section 13.8.	Destruction of Cancelled Obligations	43
Section 13.9.	Headings	43
Section 13.10.	Parties Interested Herein	44
Section 13.11.	Waiver of Notice	44
Section 13.12.	Severability of Invalid Provisions	44
Section 13.13.	E-Verify Requirements	44
Section 13.14.	No Boycott of Israel	45
Section 13.15.	Gender	45

Signatures ..... [Signature pages]

EXHIBIT A FORM OF EXCISE TAX REVENUE REFUNDING OBLIGATION
EXHIBIT B FORM OF DISBURSEMENT CERTIFICATE

TRUST AGREEMENT

THIS TRUST AGREEMENT, made and entered into as of _____ 1, 2021 (this "*Trust Agreement*"), by and between **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as trustee (the "*Trustee*"), and **THE CITY OF GOODYEAR, ARIZONA**, a municipal corporation organized under the laws of the State of Arizona (the "*City*");

W I T N E S S E T H:

WHEREAS, the City of Goodyear, Arizona Public Improvement Corporation (the "*PIC*") and the Trustee, as successor trustee to Wells Fargo Bank, N.A., entered into a Trust Indenture dated as December 1, 2007 (the "*2007 Trust Indenture*"), as thereafter supplemented and amended by the First Supplement to Indenture (2007), dated as of November 1, 2011, and by the Second Supplement to Indenture (2007), dated as of October 1, 2016 (the 2007 Trust Indenture, as so supplemented, is collectively referred to as the "*Trust Indenture*"); and

WHEREAS, there are outstanding certain of the PIC's Municipal Facilities Revenue Refunding Bonds, Series 2011A (the "*Series 2011A Bonds*"), representing participating interests in rental payments to be made by the City to the PIC pursuant to the Lease-Purchase Agreement dated as of December 1, 2007, between the PIC and the City, as thereafter amended and supplemented by the First Amendment to Lease-Purchase Agreement (2007), dated as of November 1, 2011, and the Second Amendment to Lease-Purchase Agreement (2007), dated as of October 1, 2016 (collectively, the "*Lease*").

WHEREAS, the City desires to refinance and prepay all remaining rental payments due pursuant to the Lease and thereby to refund the outstanding maturities of the Series 2011A Bonds (collectively, the "*Bonds Being Refunded*"); and

WHEREAS, for the purpose of the refinancing and prepaying certain rental payments due pursuant to the Lease and paying costs associated therewith, the City has heretofore agreed to make certain payments (the "*Payments*") to the Trustee pursuant to an Agreement, dated as of _____ 1, 2021 (the "*Agreement*"), by and between the City and Trustee; and

WHEREAS, the City has pledged certain revenues (the "*Excise Taxes*," as defined herein) to the payment of amounts due under the Agreement; and

WHEREAS, for the purpose of obtaining money to be deposited in accordance with the Depository Trust Agreement (as defined herein) to refund and redeem the Bonds Being Refunded, the Trustee has agreed, at the City's direction, to execute and deliver the City's Taxable Excise Tax Revenue Refunding Obligations, Series 2021 (the "*Obligations*"), each evidencing a proportionate interest in the Payments made by the City under the Agreement, in exchange for the money required herein to be deposited to refund and redeem the Bonds Being Refunded; and

WHEREAS, the City has determined that all acts and things have been done and performed which are necessary to make this Trust Agreement a valid and binding agreement for the security for the Obligations authenticated and delivered pursuant hereto.

NOW, THEREFORE, in consideration for the Obligations executed and delivered and Outstanding (as defined herein) under this Trust Agreement, the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Obligations by the Owners (as defined herein), and to secure the payment of the principal thereof and interest components relating to the Obligations, the rights of the Owners of the Obligations and the performance and the observance of the covenants and conditions contained in the Obligations, the Agreement and herein, the Trustee hereby declares an irrevocable trust and acknowledges its acceptance of all right, title and interest in and to the following described "Trust Estate":

A. All right, title and interest of the Trustee, in and to the Agreement, the Payments and any other amounts payable by the City under the Agreement and the present and continuing right to (i) make claim for, collect or cause to be collected, receive or cause to be received all such revenues, receipts and other sums of money payable or receivable thereunder, (ii) bring actions and proceedings thereunder or for the enforcement of such rights, and (iii) do any and all other things which the Trustee is or may become entitled to do thereunder.

B. Except as otherwise provided herein, all right, title and interest of the Trustee in and to amounts on deposit from time to time in the funds and accounts created pursuant hereto, subject to the provisions hereof permitting the application thereof for the purposes and on the terms and conditions set forth herein.

C. All right, title and interest of the Trustee to enforce the Agreement and receive payment from Excise Taxes of amounts due under the Agreement.

D. All rights declared in trust by the Trustee shall be administered by the Trustee according to the provisions hereof and for the equal and proportionate benefit of the Owners of Obligations.

TO HAVE AND TO HOLD, all and singular, the Trust Estate, including all additional property which by the terms hereof has or may become subject to the encumbrance hereof, unto the Trustee and its successors and assigns, forever, subject, however, to the rights of the City, its successors and assigns, under the Agreement.

IN TRUST, however, for the equal and proportionate benefit and security of the Owners from time to time of the Obligations executed and delivered hereunder and Outstanding; and conditioned, however, that if the City shall well and truly pay or cause to be paid fully and promptly when due all indebtedness, liabilities, obligations and sums at any time secured hereby, including interest and attorneys' fees, and shall promptly, faithfully and strictly keep, perform and observe or cause to be kept, performed and observed all of its covenants, warranties and agreements contained herein, then and in such event, this Trust Agreement shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trust and subject to the covenants and conditions hereafter set forth.

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.1 shall, for all purposes of this Trust Agreement, have the meanings herein specified.

"*Annual Current Principal Requirement*" means for any Bond Year the amount of principal coming due during such Bond Year on Obligations or Parity Obligations.

"*Annual Debt Service Requirement*" means, for any Bond Year, the Annual Current Principal Requirement for that Bond Year and the amount required to be deposited to pay interest on any Parity Obligations and the Obligations in that Bond Year. For the purpose of compliance with the requirements of Section 6.4 of this Trust Agreement with respect to the proposed issuance of any Parity Obligations, such proposed Parity Obligations shall be treated as Outstanding for the determination of the Annual Debt Service Requirement. For the computation of Annual Debt Service Requirement, (i) debt service on Credit Enhanced Indebtedness shall be deemed to include any periodic fees payable to the issuer of any liquidity or credit facility as a condition to such issuer's commitment to purchase such obligations upon tender or to provide moneys necessary for payment of principal of and interest on such obligations when due, and (ii) debt service on Credit Enhanced Indebtedness shall not be based upon the terms of any reimbursement obligation to the issuer of any liquidity or credit facility except to the extent and for periods during which payments are required to be made pursuant to such reimbursement obligation as a result of the issuer's unreimbursed advances of funds thereunder.

"*A.R.S.*" means Arizona Revised Statutes, as amended.

"*Authorizing Resolution*" means Resolution No. _____, passed, adopted and approved by the Mayor and City Council of the City on _____, 2021.

"*Bond Insurance Policy*" means any irrevocable Municipal Bond Insurance Policy issued by the Insurer insuring the payments of the principal of and interest on all or any of the Obligations in accordance with the terms thereof.

"*Bond Year*" means, with respect to the Obligations, initially the period from the Closing Date to July 1, 2021, and thereafter the one-year period commencing each July 2 and ending on the next forthcoming July 1.

"*Book-Entry-Only System*" means, as to the Obligations, a system under which (i) physical Obligation certificates in fully registered form are issued only to the DTC or its nominee as Owner, or any successor to DTC, and (ii) the ownership of beneficial interests in the Obligations and principal of, premium, if any, and interest thereon may be transferred only through a book entry made by others than the City or the Trustee. The records maintained by entities other than the City or the Trustee constitute the written record that identifies the owners, and records the transfer of beneficial interests in those Obligations for purposes of payment of principal, premium, if any, and interest thereon.

"*Business Day*" means a day of the year other than Saturday, Sunday or a day on which banks in the State of Arizona are authorized by law or executive order to close or on which the New York Stock Exchange is closed.

"*City Representative*" means the City Manager of the City, the Finance Director of the City or any other person authorized by the Mayor and Council of the City or the City Manager of the City to act on behalf of the City with respect to this Trust Agreement.

"*Closing Date*" means with respect to any series of Obligations the day when such Obligations, duly executed by the Trustee, are delivered to the Underwriter through the Book-Entry-Only System.

"*Code*" means the United States Internal Revenue Code of 1986, as amended.

"*Credit Enhanced Indebtedness*" means (i) any series of Parity Obligations payment when due of the principal of and interest on which is fully secured by an irrevocable letter of credit, surety bond, insurance policy or other credit facility or arrangement pursuant to which the City is obligated to reimburse the issuer thereof for advances made thereunder to pay such principal or interest, [or] (ii) any series of Parity Obligations, a feature of which is an option on the part of the owners thereof to tender, or a requirement that such owners tender, all or a portion of such Parity Obligations to the City, or a trustee or other fiduciary for such owners, or another party, for payment of a purchase price or similar payment prior to their specified maturity or due date, if and to the extent that a party other than the City has undertaken to provide the moneys necessary for such payment, [or (iii) the Obligations].

"*Defeasance Obligations*" means:

(1) Cash but only if legal tender of the United States of America.

(2) U.S. Treasury certificates, notes and bonds (including State and Local Government Series – "*SLGs*").

(3) U.S. Treasury bills, notes and bonds, as traded on the open market that comply with federal tax law.

(4) Such other obligations or investments as described in the Depository Trust Agreement.

"*Delivery Costs*" means all items of expense directly or indirectly payable by or reimbursable to the City or the Trustee relating to the execution and delivery of the Agreement, this Trust Agreement, the Obligations, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution,

transportation and safekeeping of the Obligations, and charges and fees in connection with the foregoing.

"*Delivery Costs Fund*" means the fund by that name established pursuant to Article III hereof and held by the Trustee.

"*Depository Trust Agreement*" means the depository trust agreement dated as of _____ 1, 2021 by and between the City and the Depository Trustee.

"*Depository Trustee*" means any bank or trust company, which may include the Trustee, meeting the requirements of, and designated to act as, Depository Trustee pursuant to Section 13.1 of this Trust Agreement.

"*DTC*" means The Depository Trust Company (a limited purpose trust company), New York, New York, until a successor depository shall have become such pursuant to the applicable provisions of this Trust Agreement and, thereafter, DTC shall mean the successor to DTC. DTC is a securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a Book-Entry-Only System to record ownership of beneficial interests in the Obligations.

"*Event of Default*" means an event of default as described in Section 12.1 hereof.

"*Excise Taxes*" means all amounts received from the imposition of unrestricted fines and forfeitures, license and permit fees, transaction privilege (sales) taxes, other transaction privilege, excise and business taxes, franchise fees and taxes, bed and rental taxes which the City now or in the future imposes and collects, and all state shared sales and income taxes and state revenue sharing collected and allocated or apportioned, now or hereafter to the City by the State or any political subdivision thereof, or by any other governmental unit or agency and which are not required by State law, rule or regulation to be expended for other purposes, such as the motor vehicle fuel tax. Excise Taxes shall not include revenue from development fees or building permit fees. The City may impose taxes, license and permit fees for restricted purposes the revenue from which will not be pledged to the payment of the amounts due pursuant to the Agreement.

"*Existing Parity Obligations*" means the Series 2016A Bonds and the Series 2016B Bonds.

"*Fiscal Year*" means the period commencing each July 1 and ending June 30 of the succeeding calendar year, unless otherwise determined and designated by the City, and the Excise Taxes shall be accounted for on that basis.

"*Independent Counsel*" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the City or the Trustee.

"*Insurer*" means _____.

"*Interest Payment Date*" means each of the dates specified in Section 2.4 hereof on which interest is due and payable with respect to the Obligations.

"*Market Value*" means the indicated bid value of the investment or investments to be valued as shown in The Wall Street Journal or any publication having general acceptance as a source of valuation of the same or similar types of securities or any securities pricing service available to or used by the Trustee and generally accepted as a source of valuation.

"*Moody's*" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by written notice to the Trustee.

"*Outstanding*," when used as of any particular time with respect to Obligations, means (subject to the provisions of Section 9.3 hereof) all Obligations theretofore executed and delivered by the Trustee hereunder except:

(1) Obligations theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(2) Obligations for the payment or redemption of which funds or noncallable United States Obligations in the necessary amount shall have theretofore been deposited with a Depository Trustee; and

(3) Obligations in lieu of or in exchange for which other Obligations shall have been executed and delivered by the Trustee pursuant to Section 2.9 hereof.

When used as of any particular time with respect to Parity Obligations, Outstanding means all such Parity Obligations theretofore executed and delivered under the applicable authorizing document except: those which have been cancelled or surrendered for cancellation; those for which payment or redemption has been irrevocably provided for with funds or noncallable United States Obligations in the necessary amount and all other actions have been taken as required under the authorizing documents for the payment thereof; and those in lieu of or in exchange for which other Parity Obligations shall have been executed and delivered pursuant to the authorizing documents.

"*Owner*" or any similar term, when used with respect to a Parity Obligation or Obligation means the person in whose name such Parity Obligations or Obligation shall be registered.

"*Parity Obligations*" means and includes the Existing Parity Obligations and any bonds, lease-purchase agreements, purchase agreements or other obligations authorized on a parity with the Obligations as to their lien on Excise Taxes in accordance with the terms and conditions of Section 6.4 hereof.

"*Payment Date*" means any date on which a Payment is due from the City pursuant to the Agreement.

"*Payment Fund*" means the fund by that name established and held by the Trustee pursuant to Article V hereof.

"*Permitted Investments*" means any of the following, if and to the extent the same are at the time legal for the investment of the City's money:

(1) For all purposes, including defeasance investments in refunding escrow accounts:

(a) Cash (insured at all times by the Federal Deposit Insurance Corporation).

(b) Obligations of, or obligations guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States including:

- United States Treasury obligations
- All direct or fully guaranteed obligations
- Farmers Home Administration
- General Services Administration
- Guaranteed Title XI financing
- Government National Mortgage Association (GNMA)
- State and Local Government Series

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

(2) For all purposes other than defeasance investments in refunding escrow accounts:

(a) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export-Import Bank
- Rural Economic Community Development Administration
- United States Maritime Administration
- Small Business Administration
- United States Department of Housing & Urban Development (PHAs)
- Federal Housing Administration
- Federal Financing Bank

(b) Direct obligations of any of the following federal agencies, which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC).
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System
- Senior debt obligations of other Government Sponsored Agencies

(c) United States dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks that have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank).

(d) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's and "A-1+" by S&P and which matures not more than 270 calendar days after the date of purchase.

(e) Investments in a money market mutual fund rated "AAAm" or "AAAm-G" or better by S&P or Moody's, including, without limitation any mutual fund for which the Trustee or an affiliate of the Trustee serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Trust Agreement, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Trust Agreement may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee.

(f) Pre-refunded Municipal Obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice:

(i) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Moody's or S&P or any successors thereto; or

(ii) (A) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (1)(b) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (B) which escrow is sufficient,

as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate.

(g) Municipal Obligations rated "Aaa/AAA" or general obligations of States with a rating of "A2/A" or higher by both Moody's and S&P.

"*Record Date*" means the close of business of the Trustee on the 15th day of the month preceding an Interest Payment Date.

"*Registrar*" means the Trustee.

"*Responsible Officer*" means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Trust Agreement.

"*Series 2011A Bonds*" means the outstanding $23,770,000 aggregate principal amount of the City of Goodyear, Arizona Public Improvement Corporation Municipal Facilities Revenue Refunding Bonds, Series 2011A.

"*Series 2016A Bonds*" means the outstanding $34,480,000 aggregate principal amount of the City of Goodyear, Arizona Public Improvement Corporation Municipal Facilities Revenue Refunding Bonds, Series 2016A.

"*Series 2016B Bonds*" means the outstanding $23,855,000 aggregate principal amount of the City of Goodyear, Arizona Public Improvement Corporation Municipal Facilities Revenue Refunding Bonds, Series 2016B.

"*S&P*" means Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

"*State*" means the State of Arizona.

"*United States Obligations*" means any bonds or other obligations that are direct obligations of or fully guaranteed as to timely payment of principal, interest and any premium by the United States of America (including Refcorp Strips).

ARTICLE II

EXCISE TAX REVENUE REFUNDING OBLIGATIONS

Section 2.1. **Authorization of the Obligations**.

(a) The Trustee is hereby authorized and directed to execute and deliver to or hold in custody for DTC, the Obligations in an aggregate principal amount of $_____ evidencing proportionate, undivided ownership interests in the Agreement and all Payments and premiums, if applicable. The City is authorized to enter into this Trust Agreement pursuant to the Authorizing Resolution. The Obligations shall be issued as a single issue and shall be issued to prepay and refinance the Bonds Being Refunded in advance of maturity and to pay the Delivery Costs.

(b) The Trustee shall not, at any time while the Obligations are Outstanding, issue additional bonds or obligations payable from the Payments. The Obligations shall in no event be deemed an obligation or debt of the Trustee.

Section 2.2. **Date**. Each Obligation shall be dated the date of delivery and interest with respect thereto shall be payable from such date or from the most recent Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Obligations.

Section 2.3. **Maturities and Interest Rates**. The Obligations shall be in the denomination of $5,000 or any integral multiple thereof, except that no Obligation may have principal maturing in more than one year. The Obligations shall mature on the dates and in the principal amounts, and interest with respect thereto shall be computed at the rates, as shown below:

Maturity Date (July 1)	Principal Amount	Interest Rates

Section 2.4. **Interest on Obligations**. Interest on the Obligations shall be payable on [July 1, 2021] and semiannually on January 1 and July 1 of each year thereafter to and including the date of maturity (each, an "Interest Payment Date"). Other than the first Interest Payment Date, said interest shall represent the portion of the Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date with respect to the Obligations.

The proportionate share of the portion of the Payments designated as interest with respect to any Obligation shall be computed by multiplying the portion of the Payments designated as principal with respect to such Obligation by the rate of interest applicable to such Obligation (on the basis of a 360-day year consisting of 12 months of 30 days each).

Section 2.5. **Form**. The fully registered form of the Obligations and the assignment to appear thereon shall be substantially in the form set forth in *Exhibit A*, attached hereto and incorporated herein. If the Book-Entry-Only System is no longer in effect, the Obligations shall be in substantially the same form with such changes as may be necessary to provide for the execution and delivery of the Obligations to the beneficial owners thereof.

Section 2.6. **Execution**. The Obligations shall be executed by and in the name of the Trustee by the manual signature of an authorized representative of the Trustee. If any officer representative whose signature appears on any Obligation ceases to be such officer before the Closing Date, such signature shall nevertheless be as effective as if the officer representative had remained in office until the Closing Date. Any Obligation may be executed on behalf of the Trustee by such person as at the actual date of the execution of such Obligation shall be the proper officer representative of the Trustee although at the nominal date of such Obligation such person shall not have been such officer representative of the Trustee.

No Obligation shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Trust Agreement unless and until executed and delivered by the Trustee. The execution by the Trustee upon any Obligation shall be conclusive evidence that the Obligation so executed has been duly authorized and delivered hereunder and is entitled to the security and benefit of this Trust Agreement.

Section 2.7. **Book-Entry-Only System**. The Obligations shall be initially issued to DTC or its nominee for holding in a Book-Entry-Only System, without further action by the City. There shall be a single Obligation representing the entire aggregate principal amount of each maturity of the Obligations and such Obligations shall be registered in the name of DTC or its nominee, as Owner, and immobilized initially in the custody of the DTC or the Trustee.

The Trustee, pursuant to a request by the City for the removal or replacement of DTC, and upon 30 days' notice to DTC, may remove or replace DTC. The Trustee agrees to remove or replace DTC at any time at the request of the City. No other action by the City shall be required to effect such a removal or replacement. DTC may determine not to continue to act as depository for the Obligations upon 30 days written notice to the Trustee. The Owners have no right to either a Book-Entry-Only System or a depository for the Obligations.

Notwithstanding any other provision of this Trust Agreement or the Obligations, so long as the Obligations are in a Book-Entry-Only System and DTC or its nominee is the Owner of the Obligations:

(a) Presentation. Presentation of Obligations to the Trustee at maturity, shall be deemed made to the Trustee when the right to exercise ownership rights in the Obligations through DTC or DTC's participants is transferred by DTC on its books.

(b) Fractionalized Representation. DTC may present notices, approvals, waivers, votes or other communications required or permitted to be made by Owners under this Trust Agreement on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the Obligations through DTC or its participants.

If the use of the Book-Entry-Only System is discontinued, then after the Trustee has made provision for notification of the beneficial owners of their beneficial interests in the Obligations by appropriate notice to the then depository, the City and the Trustee shall permit withdrawal of the Obligations from DTC, and authenticate and deliver Obligation certificates in fully registered form and in denominations authorized by this Section 2.7 to the assignees of DTC or its nominee. Such withdrawal, authentication and delivery shall be at the cost and expense (including costs of printing or otherwise preparing, and delivering, such replacement Obligation certificates) of the City.

Subject to any arrangements made by the Trustee with a depository with respect to the Obligations held in a Book-Entry-Only System, which arrangements are hereby authorized subject to the approval of the City, principal of, premium, if any, and interest shall be payable on any Obligation as provided in this Trust Agreement.

Section 2.8. **Reserved**.

Section 2.9. **Transfer and Exchange**. So long as the Book-Entry-Only System is in effect, the Obligations will be issued as a single Obligation for each maturity date, registered in the name of DTC or its nominee. If the Book-Entry-Only System is no longer in effect, the following will apply:

(a) Transfer of Obligations. Any Obligation may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.13 hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Obligation for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Obligation or Obligations shall be surrendered for transfer, the Trustee shall execute and deliver a new Obligation or Obligations in fully registered form of the same series, maturity and interest rate and for a like aggregate principal amount.

(b) Exchange of Obligations. The Obligations may be exchanged at the designated corporate trust office of the Trustee for a like aggregate principal amount of Obligations of authorized denominations of the same series, maturity and interest rate. In connection with any such exchange or transfer of the Obligations, the Owner requesting such exchange or transfer shall, as a condition precedent to the exercise of the privilege of making such exchange or transfer, remit to the Trustee an amount sufficient to pay any tax, or other governmental charge required to be paid, other than one imposed by the City, or any fee or expense of the Trustee or the City with respect to such exchange or transfer.

(c) **Reserved**.

Section 2.10. **Obligations Mutilated, Lost, Destroyed or Stolen**. If any Obligation shall become mutilated, the Trustee, at the expense of the Owner of said Obligation, shall execute and deliver a new Obligation of like series, tenor, maturity and amount in exchange and substitution for the Obligation so mutilated, but only upon surrender to the Trustee of the Obligation so mutilated. Any mutilated Obligation so surrendered to the Trustee shall be cancelled by it and redelivered to,

or upon the order of, the Owners. If any Obligation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owners, shall execute and deliver a new Obligation of like series, tenor, maturity and amount and numbered as the Trustee shall determine in lieu of and in substitution for the Obligation so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Obligation delivered under this Section 2.10 and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section 2.10. Any Obligation issued under the provisions of this Section 2.10 in lieu of any Obligation alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Obligations secured by this Trust Agreement. The Trustee shall not be required to treat both the original Obligation and any replacement Obligation as being Outstanding for the purpose of determining the principal amount of Obligations which may be executed and delivered hereunder or for the purpose of determining any percentage of Obligations Outstanding hereunder, but both the original and replacement Obligation shall be treated as one and the same. Notwithstanding any other provision of this Section 2.10, in lieu of delivering a new Obligation for an Obligation which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Obligation upon receipt of the aforementioned indemnity.

Section 2.11. **Payment**.

(a) Book-Entry-Only System. So long as the Book-Entry-Only System is in effect, interest payments and principal payments that are part of periodic principal and interest payments shall be paid to Cede & Co. or its registered assigns, in same-day funds no later than 2:30 p.m. (Eastern Time) on each interest or principal payment date (or in accordance with then existing arrangements between the City and DTC).

(b) Without Book-Entry-Only System. If the Book-Entry-Only System is no longer in effect, the following will apply:

(i) Payment of interest due with respect to any Obligation on any Interest Payment Date shall be made to the person appearing on the registration books of the Trustee as the Owner thereof as of the Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed on the date due by first class mail to such Owner at his address as it appears on such registration books.

(ii) The principal with respect to the Obligations shall be payable in lawful money of the United States of America upon surrender when due at the designated office of the Trustee.

(iii) Interest and, if arrangements for surrender are made with the Trustee, principal payable to any securities depository or to any Owner of $1,000,000 or more in principal amount of Obligations shall be paid by wire transfer in immediately available funds to an account in the United States if the Owner makes a written request of the Trustee at least 20 days before the Interest Payment Date specifying the account address. The notice may provide that it

shall remain in effect for subsequent payments until otherwise requested in a subsequent written notice.

Section 2.12. **Execution of Documents and Proof of Ownership**. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose, or by any bank, trust company or other depository for such Obligations. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Obligations shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) Certification of Execution. The fact and date of the execution by any Owner or his attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(b) Proof of Ownership. The fact of the ownership of Obligations by any person and the amount, the maturity and the numbers of such Obligations and the date of his holding the same be proved on the registration books maintained pursuant to Section 2.13 hereof.

Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient. Any request or consent of the Owner of any Obligation shall bind every future Owner of the same Obligation in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

Section 2.13. **Obligations Register**. The Trustee will keep or cause to be kept, at its designated office, sufficient books for the registration and transfer of the Obligations which shall at all times during regular business hours be open to inspection by the City and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Obligations as hereinbefore provided.

Section 2.14. **Reserved**.

Section 2.15. **Payment of Unclaimed Amounts**. In the event any check for payment of interest on an Obligation is returned to the Trustee unendorsed or is not presented for payment within two years (subject to applicable escheat law) from its payment date or any Obligation is not presented for payment of principal at the maturity, if funds sufficient to pay such interest or principal due upon such Obligation shall have been made available to the Trustee for the benefit of the Owner

thereof, it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Obligation who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Obligation or amounts due thereunder. The Trustee's obligation to hold such funds shall continue for two years and six months (subject to applicable escheat law) following the date on which such interest or principal payment became due, whether at maturity, or otherwise, at which time the Trustee shall surrender such unclaimed funds so held to the City, whereupon any claim of whatever nature by the Owner of such Obligation arising under such Obligation shall be made upon the City.

Section 2.16. **Issuance and Delivery of Parity Obligations**. Subject to compliance with the provisions of Article VI hereof, the City may authorize the issuance, execution and delivery of Parity Obligations from time to time.

Section 2.17 **F.A.S.T. Closing**. The Trustee may agree to hold the Obligations for DTC under Fast Automated Securities Transfer ("*F.A.S.T.*") program. If F.A.S.T. is used to close the sale of the Obligations, the Obligations will be deemed fully issued, delivered, and enforceable according to their terms, even though the Trustee, as registrar, retains physical custody of the Obligations after receiving full payment therefore.

ARTICLE III

APPLICATION OF PROCEEDS RECEIVED BY TRUSTEE; DELIVERY COSTS FUND

Section 3.1. **Application of Proceeds**. The proceeds received by the Trustee from the sale of the Obligations, net of the Underwriter's discount, plus a cash contribution from the City in the amount of [$_____], shall forthwith be set aside by the Trustee in the following respective funds and accounts:

(a) The Trustee shall deposit the amount of [$_____] from the proceeds to the Delivery Costs Fund; and

(b) The Trustee shall transfer to the Depository Trustee, for application in accordance with the Depository Trust Agreement the remainder of the proceeds and the cash contribution from the City, in the amount of [$_____] to prepay and refinance in full the Bonds Being Refunded in advance of maturity.

Section 3.2. **Reserved**.

Section 3.3. **Establishment and Application of Delivery Costs Fund**.

(a) The Trustee shall establish a special trust fund designated as the "City of Goodyear 2021 Delivery Costs Fund" (hereinafter referred to as the "Delivery Costs Fund"), shall keep such fund separate and apart from all other funds and moneys held by it, and shall administer such fund as provided in this Article III.

(b) Amounts in the Delivery Costs Fund shall be disbursed for Delivery Costs. Disbursements from the Delivery Costs Fund shall be made by the Trustee upon receipt of a certificate, in substantially the form of *Exhibit B* attached hereto, requesting disbursement (on which the Trustee is entitled to rely) executed or approved by the City Representative. Each such certificate shall set forth the amounts to be disbursed for payment, or reimbursement of previous payments, of Delivery Costs and the person or persons to whom said amounts are to be disbursed. The Trustee has no duty or obligation to confirm that such requested disbursements constitute Delivery Costs.

(c) On the earlier of September 1, 2021, or when all Delivery Costs associated with the Obligations have been paid (as shown by a certificate of a City Representative, if requested by the Trustee), the Trustee shall transfer any amounts remaining in the Delivery Costs Fund to the Payment Fund, and the Delivery Costs Fund shall be closed.

ARTICLE IV

NO PRIOR REDEMPTION OF OBLIGATIONS

Section 4.1. No Prior Redemption of the Obligations. The Obligations shall not be subject to redemption prior to maturity.

Section 4.2. [Reserved – MR]

ARTICLE V

PAYMENTS; PAYMENT FUND; REBATE

Section 5.1. **Trustee's Rights in Agreement**. The Trustee under the Agreement holds in trust hereunder all of its rights and duties in the Agreement, including but not limited to all of the Trustee's rights to receive and collect all of the Payments and all other amounts required to be deposited in the Payment Fund pursuant to the Agreement or pursuant hereto. All Payments and such other amounts to which the Trustee may at any time be entitled shall be paid directly to the Trustee in trust, and all of the Payments collected or received by the Trustee shall be held by the Trustee in trust hereunder.

Section 5.2. **Establishment of Payment Fund**. The Trustee shall establish a special fund designated as the "City of Goodyear 2021 Payment Fund" (which shall also be known as the "Payment Fund"). All moneys at any time deposited by the Trustee in the Payment Fund shall be held by the Trustee in trust for the benefit of the Owners of the Obligations. So long as any Obligations are Outstanding, the City shall have no beneficial right or interest in the Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

Section 5.3. **Payments by City; Deposits**. Subject to the provisions of Section 6.1 hereof, the City shall be required to make Payments as shown on *Exhibit A* to the Agreement, taking into account any funds on deposit in the Payment Fund as a credit towards any Payment then due. The Trustee, not less than 10 Business Days prior to each Payment Date, shall notify the City of the amount required to be paid after taking into account interest earnings which will be transferred to the Payment Fund in accordance herewith, on or before such Payment Date. All amounts received by the Trustee as Payments shall be deposited in the Payment Fund.

Section 5.4. **Application of Moneys**. All amounts in the Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and interest with respect to the Obligations as the same shall become due and payable, in accordance with the provisions of Article II hereof.

Section 5.5. **Transfers of Investment Earnings to Payment Fund**. The Trustee shall, at least annually 15 days prior to each July 1 Interest Payment Date, transfer any remaining income or profit on the investment of moneys in the funds hereunder to the Payment Fund.

Section 5.6. **Surplus**. Any surplus remaining in any of the funds or accounts created pursuant to this Trust Agreement, after payment of all Obligations, including accrued interest, if any, and payment of any applicable fees to the Trustee, or provision for such payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the City.

Section 5.7. **Separate Funds and Accounts**. Monies and investments properly paid into and held in the funds and accounts established hereunder shall not be subject to the claims of the owners of any Parity Obligations and the Owners of the Obligations shall have no claim or lien upon any monies or investments properly paid into and held in the funds and accounts established under the proceedings for any Parity Obligations.

Section 5.8. **Reserved**.

Section 5.9. **Reserved**.

[**Section 5.10**. **Payment Pursuant to Bond Insurance Policy**. As long as any Bond Insurance Policy shall be in full force and effect with respect to the Obligations, the City and the Trustee agree to comply with the following provisions or similar procedures agreed to between the Trustee, the Insurer and the City:]

[(a) At least one Business Day prior to each Interest Payment Date, the Trustee will determine whether there will be sufficient funds in the Payment Fund to pay the principal of or interest on the Obligations on such Interest Payment Date. If the Trustee determines that there will be insufficient funds, the Trustee shall so notify the Insurer. Such notice shall specify the amount of the anticipated deficiency, the Obligations or Parity Obligations to which such deficiency is applicable and whether such Obligations or Parity Obligations will be deficient as to principal or interest, or both. If the Trustee has not so notified the Insurer, if applicable, at least one Business Day prior to an Interest Payment Date, the Insurer will make payments of principal or interest due on the Obligations or Parity Obligations on or before the first Business Day next following the date on which the Insurer shall have received notice of nonpayment from the Trustee. If the Book-Entry-Only System is in effect, all notices given to the Insurer shall also be given to DTC, or any successor depository.]

[(b) If the Book-Entry-Only System is no longer in effect, the Trustee shall, after giving notice to the Insurer as provided in paragraph 5.10(a) above, make available to the Insurer and, at the Insurer's direction, to a trustee designated by the Insurer (the "Insurance Trustee"), the registration books of the City maintained by the Trustee and all records relating to the funds and accounts maintained under this Trust Agreement.]

[(c) If the Book-Entry-Only System is no longer in effect, the Trustee shall provide the Insurer and the Insurance Trustee, if applicable, with a list of Owners entitled to receive principal or interest payments from the Insurer under the terms of any Bond Insurance Policy, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the Owners entitled to receive full or partial interest payments from the Insurer and (ii) to pay principal upon

the Obligations, or other Parity Obligations surrendered to the Insurance Trustee by the Owners entitled to receive full or partial principal payments from the Insurer.]

[(d) The Trustee shall, at the time it provides notice to the Insurer pursuant to paragraph 5.10(a) above, notify Owners entitled to receive the payment of principal of or interest on the Obligations or other Parity Obligations from the Insurer (i) as to the fact of such entitlement, (ii) that the Insurer will remit to them all or a part of the interest payments next coming due upon proof of Owner's entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to the Insurance Trustee, of an appropriate assignment of the Owner's right to payment, (iii) that should they be entitled to receive full payment of principal from the Insurer, they must surrender their Obligations (along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee to permit ownership of such Obligations or other Parity Obligations to be registered in the name of the Insurer) for payment to the Insurance Trustee, and not the Trustee, and (iv) that should they be entitled to receive partial payment of principal from the Insurer, they must surrender their Obligations for payment thereon first to the Trustee who shall note on such Obligations or other Parity Obligations the portion of the principal paid by the Trustee, and then, along with an appropriate instrument of assignment in form satisfactory to the Insurance Trustee, to the Insurance Trustee which will then pay the unpaid portion of principal.]

[(e) In the event that the Trustee has notice that any payment of principal of or interest on an Obligation or other Parity Obligation that has become Due for Payment as defined in a Bond Insurance Policy and that is made to an Owner by or on behalf of the City has been deemed a preferential transfer and theretofore recovered from its Owner pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Trustee shall, at the time the Insurer is notified pursuant to paragraph 5.10(a) above, notify all Owners that in the event that any Owner's payment is so recovered, such Owner will be entitled to payment from the Insurer to the extent of such recovery if sufficient funds are not otherwise available, and the Trustee shall furnish to the Insurer its records evidencing the payments of principal of and interest on the Obligations or other Parity Obligations which have been made by the Trustee and subsequently recovered from Owners and the dates on which such payments were made.]

[(f) In addition to those rights granted to the Insurer under this Trust Agreement, the Insurer shall, to the extent it makes payment of principal of or interest on Obligations or other Parity Obligations, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Trustee shall note the Insurer's rights as subrogee on the registration books of the City maintained by the Trustee, upon receipt from the Insurer of proof of the payment of interest thereon to the Owners of the Obligations or other Parity Obligations, and (ii) in the case of subrogation as to claims for past due principal, the Trustee shall note the Insurer's rights as subrogee on the registration books of the City maintained by the Trustee upon surrender of the Obligations or other Parity Obligations by the Owners thereof, together with proof of the payment of principal thereof.]

[**Section 5.11**. **Notice of Anticipated Deficiency**. If the Trustee is notified in writing by the City of the City's expectation that it will not make a Payment when due, the Trustee shall

immediately give notice thereof to any Insurer by facsimile transmission. Failure to give such notice shall not excuse performance by the Insurer under the Bond Insurance Policy.]

ARTICLE VI

PLEDGE AND LIEN

Section 6.1. **Pledge**. Payments and all other amounts due under the Agreement are payable from a pledge of, and secured by a lien on, the Excise Taxes as may be necessary for their prompt and punctual payment. Said pledge of, and said lien on, the Excise Taxes is irrevocably made and created by the City pursuant to the Agreement for the prompt and punctual payment of amounts due under the Agreement according to its terms, and to create and maintain the funds as specified therein and herein. None of the Obligations shall be entitled to priority or distinction one over the other in the application of the Excise Taxes thereby pledged to the payment thereof, regardless of the delivery of any of the Obligations prior to the delivery of any other of the Obligations or regardless of the time or times the Obligations mature [or are called for redemption prior to maturity]. All of the Obligations are co-equal as to the pledge of and lien on the Excise Taxes pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from Excise Taxes or security therefor.

Section 6.2. **Protection of Lien**. The Trustee and the City hereby agree not to make or create or suffer to be made or created any assignment or lien having priority or preference over the assignment and lien hereof upon the interests granted hereby or any part thereof. The Trustee and the City agree that no obligations the payment of which is secured by an equal claim on or interest in property or revenues pledged hereunder will be issued or delivered by either except in lieu of, or upon transfer of registration or exchange of, any Obligation as provided herein and except for Parity Obligations.

Section 6.3. **Existing Parity Pledge**. The pledge of Excise Taxes under the Agreement is on a parity with the pledge of the Excise Taxes to payment due on or with respect to the Existing Parity Obligations.

Section 6.4. **Parity Obligations**. Subject to the following, and to other terms and conditions set forth in the Agreement, the City shall have the right to incur additional Parity Obligations payable from and secured by the Excise Taxes, on a parity with the Obligations. Such additional Parity Obligations may include any long term obligation or deferred payment for property including, without limitation, installment purchase or lease purchase agreements. For the purpose of this Section 6.4, payments on installment purchase or lease purchase agreements shall be deemed to include a principal component and an interest component and references in this Trust Agreement to the payment of principal, interest and premium shall include the payment of lease purchase or installment purchase payments. So long as any of the Obligations remain outstanding and the principal and interest thereon shall be unpaid or unprovided for, neither the Trustee nor the City will further encumber the Excise Taxes pledged under the Agreement on a basis equal to the pledge thereunder unless all of the following have been met:

(a) Coverage Requirement. As certified by the City, the Excise Taxes collected

in the next preceding Fiscal Year shall have amounted to at least two times the Annual Debt Service Requirement for any succeeding Fiscal Year, including with respect to the Existing Parity Obligations and the additional Parity Obligations so proposed to be issued, as certified by the City in writing.

(b) Compliance with Covenants. The City shall be in compliance with all covenants and undertakings set forth in this Trust Agreement, as may have been amended or supplemented.

(c) Required Documents. Before the Trustee shall authenticate and deliver any additional Parity Obligations, the following items shall have been received by the Trustee:

(i) Original executed counterparts of any amendments or supplements to this Trust Agreement entered into in connection with the issuance of the additional Parity Obligations, which are necessary or advisable, in the opinion of nationally recognized bond counsel, to provide that the additional Parity Obligations will be issued in compliance with the provisions of this Trust Agreement.

(ii) A copy of the resolution of the City providing for the additional Parity Obligations, certified by the City Clerk.

(iii) A request and authorization to the Trustee on behalf of the City, signed by a City Representative, to authenticate and deliver the additional Parity Obligations to, or on the order of, the original purchaser thereof upon payment to the Trustee of the amount specified therein (including without limitation, any accrued interest which amount shall be deposited as provided in the applicable resolution or supplemental indenture).

(iv) The written opinion of counsel, who may be counsel for the City, to the effect that: (A) the documents submitted to the Trustee in connection with the request then being made comply with the requirements hereof; (B) the issuance of the additional Parity Obligations has been duly authorized; and (C) all conditions precedent to the delivery of the additional Parity Obligations have been fulfilled.

(v) A written opinion of nationally recognized bond counsel (who also may be the counsel to which reference is made in paragraph (iv) above), to the effect that: when executed for and in the name and on behalf of the City and when authenticated and delivered by the Trustee, those additional Parity Obligations will be valid and legal special obligations of the City in accordance with their terms and will be secured hereunder equally and, except as otherwise provided in this Section and in the supplemental indenture authorizing such additional Parity Obligations, on a parity with all other Obligations of any series at the time outstanding hereunder as to the assignment to the Trustee of the right, title and interest of the City in the moneys in the accounts of the funds created hereby (except as to any provision made by or pursuant to Article V relating to rebate) and the moneys and investments therein to provide for Payments of the Obligations.

(d) When (i) the documents listed above have been received by the Trustee and (ii) the additional Parity Obligations have been executed and authenticated, the Trustee shall deliver

the additional Parity Obligations to or on the order of the original purchaser thereof, but only upon payment to the Trustee of the specified amount (including without limitation, any accrued interest) set forth in the request and authorization to which reference is made in paragraph (e)(iii) above.

ARTICLE VII

MONEYS IN FUNDS; INVESTMENT

Section 7.1. **Held in Trust**. Except as otherwise provided herein, moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Obligations, and for the purposes herein specified, and such moneys, and any income or interest earned thereon shall be expended only as provided in this Trust Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the City, the Trustee or Owners of the Obligations.

Section 7.2. **Investments Authorized**. Upon written order of the City Representative, moneys held by the Trustee hereunder shall be invested and reinvested by the Trustee, to the maximum extent practicable, in Permitted Investments. The City Representative shall direct such investment in specific Permitted Investments. Such investments, if registrable, shall be registered in the name of the Trustee and shall be held by the Trustee. The Trustee may purchase from or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 7.2. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as purchaser or agent in the making or disposing of any investment. The Trustee shall not invest any cash held by it hereunder in the absence of timely and specific written direction from the City. In no event shall the Trustee be liable for the selection of investments. The Trustee may conclusively rely upon such written direction from the City as to both the suitability and legality of the directed investments. The City acknowledges that regulations of the United States Department of the Treasury, Office of the Comptroller of the Currency, grant the City the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the City specifically waives compliance with 12 C.F.R. Part 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur.

Section 7.3. **Accounting**. The Trustee shall furnish to the City, not less than semiannually, an accounting (which may be in the form of its customary statement) of all investments made by the Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 7.2 hereof.

Section 7.4. **Allocation of Earnings**. Subject to Section 5.5 pertaining to annual transfers to the Payment Fund, any income, profit or loss on such investments shall be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds shall be deposited in the fund from which such deposit was made, except as otherwise provided herein.

Section 7.5. **Valuation and Disposition of Investments**. For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at Market Value. The Trustee may sell, at the price obtainable, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment.

ARTICLE VIII

THE TRUSTEE

Section 8.1. **Appointment of Trustee**. U.S. Bank National Association, a national banking association, is hereby appointed Trustee by the City for the purpose of executing and delivering the Agreement, as Seller, and receiving all moneys required to be deposited with the Trustee hereunder and allocating, using and applying the same as provided in this Trust Agreement. The City covenants that it will maintain as Trustee a bank or trust company with a combined capital and surplus of at least $50,000,000, and subject to supervision or examination by federal or State authority, so long as any Obligations are Outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this Section 8.1 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee is hereby authorized to redeem the Obligations when duly presented for payment at maturity, and to cancel the Obligations upon payment thereof. The Trustee shall keep accurate records of all funds administered by it and of the Obligations paid and discharged.

Section 8.2. **Liability of Trustee; Standard of Care**. The recitals of facts, covenants and agreements herein and in the Obligations contained shall be taken as statements, covenants and agreements of the City, and the Trustee assumes no responsibility for the correctness of the same, makes no representations as to the validity or sufficiency of this Trust Agreement or of the Obligations, and shall not incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Obligations assigned to or imposed upon them, respectively. Prior to the occurrence of an Event of Default hereunder, or after the timely cure or waiver of an Event of Default, the Trustee shall perform only such duties as are specifically set forth in this Trust Agreement and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee. After the occurrence of an Event of Default, the Trustee shall exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent person would exercise under the circumstances in the conduct of her own affairs.

Section 8.3. **Merger or Consolidation**. Any bank or company into which the Trustee may be merged or converted or with which it may be consolidated or any bank or company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 8.1 hereof, shall be the successor to the

Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 8.4. **Protection and Rights of the Trustee**. The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statements, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions hereof, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to recognize any person as an Owner of any Obligation or to take any action at his request unless such Obligation shall be deposited with the Trustee and satisfactory evidence of the ownership of such Obligation shall be furnished to the Trustee. The Trustee may consult with counsel, who may be counsel to the City, with regard to legal questions and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by the certificate of the City Representative and such certificate shall be full warranty to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee may become the Owner of the Obligations with the same rights it would have if it were not Trustee; may acquire and dispose of other bonds or evidence of indebtedness of the City with the same rights it would have if it were not the Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Obligations, whether or not such committee shall represent the Owners of the majority in principal amount of the Obligations then Outstanding.

The recitals, statements and representations by the City contained herein or in the Obligations shall be taken and construed as made by and on the part of the City and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power hereunder or for

anything whatever in connection with the funds established hereunder, except only for its own willful misconduct or negligence.

No provision in this Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it.

The Trustee shall not be accountable for the use or application by the City or any other party of any funds (including the proceeds of the Obligations) that the Trustee has released in accordance with the terms hereof.

The Trustee undertakes to perform such duties and only such duties as are specifically set forth herein and no implied covenants or obligations shall be read into this Trust Agreement against the Trustee.

Notwithstanding any provision herein or in the Agreement to the contrary, the Trustee shall not be required to take notice or be deemed to have notice of an Event of Default, except an Event of Default under paragraphs 12.1(a)(i) or (ii) hereof, unless a Responsible Officer of the Trustee has actual notice thereof or is specifically notified in writing of such default by the City or the Owners of at least 25% in aggregate principal amount of the Obligations then Outstanding.

The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty, and the Trustee shall not be answerable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds established hereunder, except only for its own willful misconduct or negligence. The Trustee shall have no responsibility or liability with respect to any information, statements or recitals distributed with respect to the issuance of these Obligations.

Before taking any action under this Trust Agreement relating to an Event of Default or in connection with its duties under this Trust Agreement other than making payments of principal and interest on the Obligations as they become due, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated to have resulted from its negligence or willful default in connection with any action so taken.

The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Obligations then outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

In acting or omitting to act pursuant to the Agreement, and any other document executed in connection herewith, the Trustee shall be entitled to all of the rights, immunities and indemnities accorded to it under this Trust Agreement, including, but not limited to, this Article VIII and Section 11.3 hereof.

Section 8.5. **Compensation of Trustee**. The City shall, from time to time and as agreed upon between the City and the Trustee, pay to the Trustee reasonable compensation for its services, and shall reimburse the Trustee for all its advances and expenditures, including but not limited to advances to, and reasonable fees and expenses of, independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder.

Section 8.6. **Removal of Trustee**. The City (but only if no Event of Default has occurred and is continuing), or the Owners of a majority in aggregate principal amount of all Obligations Outstanding, by written directive, at any time upon 30 days' prior written notice and for any reason, may remove the Trustee and any successor thereto, but any such successor shall be a bank or trust company authorized to do business in the State of Arizona, having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000 and subject to supervision or examination by Federal or State authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or the requirements of any supervising or examining authority above referred to, then, for the purposes of this Section 8.6, the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee may at any time resign by giving written notice to the City, but shall serve as trustee under this Trust Agreement until its successor trustee is appointed. Upon receiving such notice of resignation, the City shall promptly appoint a successor trustee by an instrument in writing; provided, however, that in the event that the City does not appoint a successor trustee within 30 days following receipt of such notice of resignation, the resigning Trustee may petition the appropriate court having jurisdiction to appoint a successor trustee. Any resignation or removal of the Trustee and appointment of a successor trustee shall become effective upon acceptance of appointment by the successor trustee. The Trustee and the City shall execute any documents reasonably required to affect the transfer of rights and obligations of the Trustee to the successor trustee. Upon such acceptance, the successor trustee shall mail notice thereof to the Obligation Owners at their respective addresses set forth on the Obligation registration books maintained pursuant to Section 2.13 hereof.

Notwithstanding the foregoing, in the event the Trustee merges or becomes consolidated with any other entity which resulting entity is otherwise qualified to be a successor trustee hereunder, such resulting entity shall assume all rights, obligations and duties of the Trustee hereunder and under the Agreement without the execution or filing of any papers or any further act on the part of either party hereto.

Section 8.7. **Appointment of Agent**. The Trustee may appoint an agent or agents to exercise any of the powers, rights or remedies granted to the Trustee under this Trust Agreement, and to hold title to property or to take any other action which may be desirable or necessary.

Section 8.8. **Commingling**. The Trustee may commingle any of the funds held by it pursuant to this Trust Agreement in a separate fund or funds for investment purposes only; provided, however, that all funds held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee.

Section 8.9. **Records**. The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the City, or any of its agents, at any time during regular business hours. The Trustee shall provide the City Representative with semiannual reports of funds transactions and balances.

ARTICLE IX

MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 9.1. **Amendments Permitted**.

(a) With Consent of Owners. This Trust Agreement and the rights and obligations of the Owners of the Obligations and the Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, exclusive of Obligations disqualified as provided in Section 9.3 hereof, shall have been filed with the Trustee. No such modification or amendment shall (i) extend or have the effect of extending the fixed maturity of any Obligation or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof, without the express consent of the Owner of such Obligation, or (ii) reduce or have the effect of reducing the percentage of Obligations required for the affirmative vote or written consent to an amendment or modification of the Agreement without the express consent of the Owners of the Obligations, or (iii) modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental agreement shall become effective as provided in Section 9.2 hereof.

(b) Without Consent of Owners. This Trust Agreement and the rights and obligations of the Owners of the Obligations and the Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental agreement, without the consent of any such Owners, but only (i) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein reserved to the Trustee or the City, (ii) to cure, correct or supplement any ambiguous or defective provision contained herein or therein, or (iii) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not materially adversely affect the interests of the Owners of the Obligations as evidenced by the Opinion of Counsel delivered pursuant to Section 11.4 hereof. Any such supplemental agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be.

Section 9.2. **Procedure for Amendment With Written Consent of Owners**. This Trust Agreement and the Agreement may be amended by supplemental agreement as provided in this

Section 9.2 in the event the consent of the Owners of the Obligations are required pursuant to Section 9.1 hereof. A copy of such supplemental agreement, together with a request to the Obligation Owners for their consent thereto, shall be mailed by the Trustee to each Owner of an Obligation at his address as set forth on the Obligation registration books maintained pursuant to Section 2.13 hereof, but failure to mail copies of such supplemental agreement and request shall not affect the validity of the supplemental agreement when assented to as in this Section 9.2 provided.

Such supplemental agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owners of a majority in principal amount of the Obligations then Outstanding (exclusive of Obligations disqualified as provided in Section 9.3 hereof) and a notice shall have been mailed as hereinafter in this Section 9.2 provided. The consent of an Owner of an Obligation shall be effective only if accompanied by proof of ownership of the Obligations for which such consent is given, which proof shall be such as is permitted by Section 2.12 hereof. Any such consent shall be binding upon the Owner of the Obligation giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section 9.2 provided for has been mailed.

After the Owners of the required percentage of Obligations shall have filed their consents to such supplemental agreement, the Trustee shall mail a notice to the Owners of the Obligations in the manner hereinbefore provided in this Section for the mailing of such supplemental agreement of the notice of adoption thereof, stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Obligations and will be effective as provided in this Section 9.2 (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental agreement shall become effective upon the mailing of such last-mentioned notice, and such supplemental agreement shall be deemed conclusively binding upon the parties hereto and the Owners of all Obligations at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such 60-day period.

Section 9.3. **Disqualified Obligations**. Obligations owned or held by or for the account of the City or by any person directly or indirectly controlled by, or under direct or indirect common control with the City (except any Obligations held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Obligations provided for herein and shall not be entitled to vote upon, consent to, or take any other action provided for in this Trust Agreement; except that in determining whether the Trustee shall be protected in relying upon any such vote, consent, waiver or other action of an Owner, only Obligations which the Trustee actually knows to be owned or held by or for the account of the City or by any person directly or indirectly controlled by, or under direct or indirect common control with the City (except any Obligations held in any pension or retirement fund) shall be disregarded unless all Obligations are so owned or held, in which case such Obligations shall be considered Outstanding for the purpose of such determination.

Section 9.4. **Effect of Supplemental Agreement**. From and after the time any supplemental agreement becomes effective pursuant to this Article IX, this Trust Agreement or the Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners of Obligations Outstanding, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Agreement, as the case may be, for any and all purposes.

The Trustee may require each Obligation Owner, before his consent provided for in this Article IX shall be deemed effective, to reveal whether the Obligations as to which such consent is given are disqualified as provided in Section 9.3 hereof.

Section 9.5. **Endorsement or Replacement of Obligations Delivered After Amendments**. The Trustee may determine that Obligations delivered after the effective date of any action taken as provided in this Article IX shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner of any Obligation Outstanding at such effective date and presentation of his Obligation for the purpose at the office of the Trustee, a suitable notation shall be made on such Obligation. The Trustee may determine that the delivery of substitute Obligations, so modified as in the opinion of the Trustee is necessary to conform to such Obligation Owners' action, which substitute Obligations shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner of any Obligation then Outstanding, such substitute Obligation shall be exchanged at the principal office of the Trustee, without cost to such Owner, for an Obligation of the same character then Outstanding, upon surrender of such Outstanding Obligation.

Section 9.6. **Amendatory Endorsement of Obligations**. The provisions of this Article IX shall not prevent any Obligation Owner from accepting any amendment as to the particular Obligations held by him, provided that proper notation thereof is made on such Obligations.

ARTICLE X

COVENANTS, NOTICES

Section 10.1. **Compliance With and Enforcement of Agreement**. The City covenants and agrees with the Owners of the Obligations to perform all obligations and duties imposed on it under the Agreement. The City will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be an Event of Default under the Agreement.

Section 10.2. **Observance of Laws and Regulations**. The City will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the

City, including its right to exist and carry on business as a political subdivision, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 10.3. **Further Assurances**. The Trustee and the City, at the expense, and upon the reasonable request, of the City, will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Trust Agreement and the Agreement, and for the better assuring and confirming unto the Owners of the Obligations the rights and benefits provided herein.

Section 10.4. **Notification to the City of Failure to Make Payments**. The Trustee shall notify the City of any failure by the City to make any Payment or other payment required under the Agreement to be made to the Trustee, in writing and within one Business Day of any such failure. Such notice shall not be a prerequisite for the occurrence of an Event of Default.

Section 10.5. **Business Days**. Except as otherwise required herein, if this Trust Agreement requires any party to act on a specific day and such day is not a Business Day, such party need not perform such act until the next succeeding Business Day, and such act shall be deemed to have been performed on the day required.

ARTICLE XI

LIMITATION OF LIABILITY

Section 11.1. **Limited Liability of the City**. Except for the payment of Payments from Excise Taxes when due in accordance with the Agreement and the performance of the other covenants and agreements of the City contained in the Agreement, the City shall have no pecuniary obligation or liability to any of the other parties or to the Owners of the Obligations with respect to this Trust Agreement, or the terms, execution, delivery or transfer of the Obligations, or the distribution of Payments to the Owners by the Trustee.

Section 11.2. **No Liability of the City for Trustee Performance**. The City shall have no obligation or liability to any of the other parties or to the Owners of the Obligations with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section 11.3. **Indemnification of the Trustee**. To the extent permitted by law, the City shall indemnify and save the Trustee and its officers, directors, agents and employees harmless for, from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (a) any breach or default on the part of the City in the performance of any of its obligations hereunder and under any other agreement made and entered into for purposes of the defeasing the Bonds Being Refunded; or (b) the Trustee's exercise and performance of its powers and duties hereunder, under the Agreement and any document executed in connection hereunder or therewith. No indemnification will be made under this Section or elsewhere in this Trust Agreement for willful misconduct, negligence or breach of duty under this Trust Agreement by the Trustee, or by its officers, agents, employees, successors or assigns. The City's obligations hereunder shall

remain valid and binding notwithstanding the maturity and payment of the Obligations or resignation or removal of the Trustee.

The Trustee, promptly after determining that any event or condition which requires or may require indemnification by the City hereunder exists or may exist, or after receipt of notice of the commencement of any action in respect of which indemnity may be sought hereunder, shall notify the City in writing of such circumstances or action (the "Notification"). Upon giving of the Notification, the Trustee shall cooperate fully with the City in order that the City may defend, compromise or settle any such matters or actions which may result in payment by City hereunder. The City shall give the Trustee notice of its election within 15 days after receiving the Notification whether the City, at its sole cost and expense, shall represent and defend the Trustee in any claim or action which may result in a request for indemnification hereunder. If the City timely gives the notice that it will represent and defend the Trustee thereafter, the Trustee shall not settle or compromise or otherwise interfere with the defense or undertakings of the City hereunder; provided, however the Trustee may retain its own counsel and still be indemnified against the cost of employing counsel and all other reasonable expenses despite an assumption of the defense by the City if the Trustee believes in good faith that there are defenses available to it which are adverse to or in conflict with those available to the City and which the Trustee believes in good faith cannot be effectively asserted by common counsel. The Trustee always has the right to employ separate legal counsel but, subject to the preceding sentence, the fees and expenses of its separate legal counsel must be paid by the Trustee unless the City and the Trustee have mutually agreed to the employment of the Trustee's separate legal counsel. The City shall not settle or compromise any claim or action against the Trustee without the written approval of the Trustee, except to the extent that the City shall pay all losses and the Trustee shall be fully released from such claim or action. If the City either fails to timely give its notice or notifies the Trustee that the City will not represent and defend the Trustee, the Trustee may defend, settle, compromise or admit liability as it shall determine in the reasonable exercise of its discretion and in an effort to minimize any claims for indemnity made hereunder. In the event the City is required to and does indemnify the Trustee as herein provided, the rights of the City shall be subrogated to the rights of the Trustee to recover such losses or damages from any other person or entity.

Section 11.4. **Opinion of Counsel**. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee, which opinion shall be made available to the other parties hereto upon request, which counsel may be counsel to any of the parties hereto, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 12.1. **Defaults; Events of Default**.

(a) The occurrence of any of the following events is defined as and declared to be and to constitute an "Event of Default" hereunder:

(i) Payment of any interest on any Obligation shall not be made when and as that interest shall become due and payable.

(ii) Payment of the principal of or any premium on any Obligation shall not be made when and as that principal or premium shall become due and payable, whether at stated maturity, or otherwise.

(iii) Failure by the City to observe or perform any other covenant, agreement or obligation on its part to be observed or performed contained herein or in the Obligations, which failure shall have continued for a period of 60 days after written notice of such failure, by registered or certified mail, shall have been given to the City, requiring that it be remedied, which notice may be given by the Trustee in its discretion and shall be given by the Trustee at the written request of the Owners of not less than 25% in aggregate principal amount of any series of Obligations then outstanding (provided that a greater percentage of such Owners has not given the Trustee a contrary direction).

(iv) The City taking any of the following actions: (A) commencing a proceeding under any federal or state insolvency, reorganization or similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; or (B) having a receiver, conservator, liquidator or trustee appointed for it or for the whole or any substantial part of its property. The declaration of an Event of Default under this subsection and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal or State law affecting or precluding such declaration or exercise during the pendency of or immediately following any liquidation or reorganization proceedings.

(c) The term "default" or "failure" as used in this Article means a default or failure by the City in the observance or performance of any of the covenants, agreements or obligations on its part to be observed or performed contained herein or in the Obligations, exclusive of any period of grace or notice required to constitute a default or failure an Event of Default, as provided above. [In determining whether an Event of Default has occurred under (a)(i) or (ii) above, no effect shall be given payments made under the Bond Insurance Policy.]

Section 12.2. Notice of Default. If an Event of Default shall occur, the Trustee shall give written notice of the Event of Default, by registered or certified mail, to the City, the Registrar, any

Paying Agent, and the original purchaser of each series of Obligations, within five days after the Trustee has notice of the Event of Default. If an Event of Default occurs of which the Trustee has notice pursuant hereto, the Trustee shall give written notice thereof, promptly after the receipt of the Trustee of notice of its occurrence to the Owners of all Obligations then outstanding as shown by the Register at the close of business 15 days prior to the mailing of that notice; provided that, except in the case of an Event of Default pertaining to the payment of the principal of or any premium or interest on any Obligation or the occurrence of an event of bankruptcy as to the City, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors or responsible officers of the Trustee in good faith determine that the withholding of notice to the Owners is in the interests of the Owners.

Section 12.3. **Remedies; Rights of Owners**.

(a) Upon the occurrence and continuance of an Event of Default, and subject to the provisions of Section 12.10 hereof, the Trustee may pursue any available remedy to enforce the payment of Payments of the Obligations or the observance and performance of any other covenant, agreement or obligation hereunder, or any instrument providing security, directly or indirectly, for the Obligations.

(b) Upon the occurrence and continuance of an Event of Default, if the Trustee is requested so to do by the Owners of at least 25% in aggregate principal amount of each series of Obligations outstanding (provided that a greater percentage of such Owners has not given the Trustee a contrary direction), the Trustee (subject to the provisions of Section 8.4 hereof), shall exercise any rights and powers conferred by this Section.

(c) No remedy conferred upon or reserved to the Trustee (or to the Owners) hereby is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given hereunder or otherwise to the Trustee or to the Owners or now or hereafter existing.

(d) No delay in exercising or omission to exercise any remedy, right or power accruing upon any default or Event of Default shall impair that remedy, right or power or shall be construed to be a waiver of any default or Event of Default or acquiescence therein. Every remedy, right and power may be exercised from time to time and as often as may be deemed to be expedient.

(e) No waiver of any default or Event of Default hereunder, whether by the Trustee or by the Owners, shall extend to or shall affect any subsequent default or Event of Default or shall impair any remedy, right or power consequent thereon.

Section 12.4. **Right of Owners to Direct Proceedings**. Subject to the provisions of Section 12.10 hereof, the Owners of a majority in aggregate principal amount of each series of Obligations then outstanding shall have the right at any time to direct, by an instrument or document or instruments or documents in writing executed and delivered to the Trustee, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions hereof or of any other proceedings hereunder; provided, that (a) any direction shall not be other than in accordance with the provisions of law and hereof, (b) the Trustee shall be

indemnified as provided in Section 11.3 hereof, and (c) the Trustee may take any other action that it deems to be proper and that is consistent with the direction.

Section12.5. **Application of Moneys**.

(a) After payment of any fees, costs, expenses, liabilities and advances paid, incurred or made by the Trustee in the collection of moneys pursuant to any right given or action taken under the provisions of this Article or the Lease (including without limitation, reasonable attorneys' fees and expenses, except as limited by law or judicial order or decision entered in any action taken under this Article VIII), all moneys received by the Trustee shall be deposited in the Payment Fund and shall be applied as follows:

First, to the payment to the Owners entitled thereto of all installments of interest then due on the Obligations, in the order of the due dates of the installments of that interest, beginning with the earliest date of maturity and, if the amount available is not sufficient to pay in full any particular installment, then to the payment thereof ratably, according to the amounts due on that installment, to the Owners entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Obligations; and

Second, to the payment to the Owners entitled thereto of the unpaid principal of any of the Obligations which shall have become due, whether at stated maturity or pursuant to any mandatory sinking fund requirements, in the order of their due dates, beginning with the earliest due date, and if the amount available is not sufficient to pay in full all Obligations due on any particular date, then to the payment thereof ratably, according to the amounts of principal due on that date, to the Owners entitled thereto, without any discrimination or privilege.

(b) Whenever moneys are to be applied pursuant to the provisions of this Section, those moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of moneys available for application and the likelihood of additional moneys becoming available for application in the future. Whenever the Trustee shall direct the application of those moneys, it shall fix the date upon which the application is to be made, and upon that date, interest shall cease to accrue on the amounts of principal, if any, to be paid on that date, provided the moneys are available therefor. The Trustee shall give notice of the deposit with it of any moneys and of the fixing of that date, for the establishment of, and for giving notice with respect to, a special Record Date for the payment of overdue interest. The Trustee shall not be required to make payment of principal of and any premium on an Obligation to the Owner thereof, until the Obligation shall be presented to the Trustee for appropriate endorsement or for cancellation if it is paid in full.

Section 12.6. **Remedies Vested in Trustee**. All rights of action (including without limitation, the right to file proof of claims) hereunder or under any of the Obligations may be enforced by the Trustee without the possession of any of the Obligations or the production thereof in any trial or other proceeding relating thereto. Any suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining any Owners as plaintiffs or defendants. Any recovery of judgment shall be for the benefit of the Owners of the outstanding Obligations, subject to the provisions hereof.

Section 12.7. **Rights and Remedies of Owners**.

(a) An Owner shall not have any right to institute any suit, action or proceeding for the enforcement hereof, for the execution of any trust hereof, or for the exercise of any other remedy hereunder, unless:

(i) there has occurred and is continuing an Event of Default of which the Trustee has been notified, as provided in Section 8.4 hereof, or of which it is deemed to have notice under that paragraph; and

(ii) the Owners of at least 25% in aggregate principal amount of a series of Obligations then outstanding shall have made written request to the Trustee and shall have afforded the Trustee reasonable opportunity to proceed to exercise the remedies, rights and powers granted herein or to institute the suit, action or proceeding in its own name, and shall have offered reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request to the Trustee; and

(iii) the Trustee thereafter shall have failed or refused to exercise the remedies, rights and powers granted herein or to institute the suit, action or proceeding in its own name.

At the option of the Trustee, that notification (or notice), request, opportunity and offer of indemnity are conditions precedent, in every case, to the institution of any suit, action or proceeding described above.

(b) No one or more Owners of the Obligations shall have any right to affect, disturb or prejudice in any manner whatsoever the security or benefit hereof by its or their action, or to enforce, except in the manner provided herein, any remedy, right or power hereunder. Any suit, action or proceedings shall be instituted, had and maintained in the manner provided herein for the benefit of the Owners of all Obligations then outstanding. However, nothing herein shall affect or impair the right of any Owner to enforce the payment of Payments on any Obligation owned by that Owner at and after the maturity thereof, at the place, from the sources and in the manner expressed in that Obligation.

Section 12.8. **Termination of Proceedings**. In case the Trustee shall have proceeded to enforce any remedy, right or power hereunder in any suit, action or proceedings, and the suit, action or proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, the Corporation, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee shall continue as if no suit, action or proceedings had been taken.

Section 12.9. **Waivers of Events of Default**.

(a) Except as hereinafter provided, at any time, in its discretion, the Trustee may waive any Event of Default hereunder and its consequences. The Trustee shall do so upon the written request of:

(i) the Owners of at least a majority in aggregate principal amount of all Obligations then Outstanding in respect of which an Event of Default in the payment of Payments of the Obligations exists; or

(ii) the Owners of at least 25% in aggregate principal amount of each series of Obligations then Outstanding, in the case of any other Event of Default.

(b) However, there shall not be waived any Event of Default described in paragraph 12.1a(i), (ii) or (iv) hereof. In the case of the waiver or in case any suit, action or proceedings taken by the Trustee on account of any Event of Default shall have been discontinued, abandoned or determined adversely to it, the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, respectively. No waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

(c) Nothing in this Article XII or in any other provision of this Trust Agreement or in the Obligations, shall affect or impair the obligation of the City to pay or prepay the Payments as provided in the Agreement, or affect or impair the right of action, which is absolute and unconditional, of the Obligation Owners to institute suit to enforce and collect such payment. No delay or omission of the Trustee or of any Owner of any of the Obligations to exercise any right or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article XII to the Trustee or the Owners of Obligations may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Obligation Owners.

Section 12.10. **No Acceleration**. Notwithstanding anything herein or in the Agreement to the contrary, there shall be no right under any circumstances (a) to accelerate the maturities of the Obligations or (b) to declare any Payment not then past due or in default to be immediately due and payable.

ARTICLE XIII

MISCELLANEOUS

Section 13.1. **Defeasance**. If and when all Outstanding Obligations shall be paid and discharged in any one or more of the following ways:

(a) by paying or causing to be paid the principal of and interest with respect to all Obligations Outstanding, as and when the same become due and payable;

(b) by depositing with a Depository Trustee, in trust for such purpose, at or before maturity, money which, together with the amounts then on deposit in the Payment Fund is fully sufficient to pay or cause to be paid all Obligations Outstanding, including all principal and interest and premium, if any; or

(c) by depositing with a Depository Trustee, in trust for such purpose, any noncallable Defeasance Obligations in such amount as shall be certified to the Trustee and the City by a national firm of certified public accountants acceptable to both the Trustee and the City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged all Obligations (including all principal and interest) at or before their respective maturity dates, which deposit may be made in accordance with the provisions of Section 9 of the Agreement.

Notwithstanding that any Obligations shall not have been surrendered for payment, all obligations of the Trustee and the City with respect to all Outstanding Obligations shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from Payments paid by or on behalf of the City from funds deposited pursuant to paragraphs (b) or (c) of this Section, to the Owners of the Obligations not so surrendered and paid all sums due with respect thereto, and in the event of deposits pursuant to paragraphs (b) or (c), the Obligations shall continue to represent direct and proportionate interests of the Owners thereof in such Payments under the Agreement.

Any funds held by the Trustee, at the time of one of the events described in paragraphs (a) through (c) of this Section, which are not required for the payment to be made to Owners, shall be paid over to the City.

Any Obligation or portion thereof in authorized denominations may be paid and discharged as provided in this Section 13.1; provided, however, that if any such Obligation or portion thereof will not mature within 60 days of the deposit referred to in paragraphs (b) or (c) of this Section 13.1, the Trustee shall give notice of such deposit by first class mail to the Owners.

After provision for the Obligations has been made under paragraph (c) of this Section, at the direction of the City, all or any part of the Defeasance Obligations held by the Depository Trustee may be liquidated and the proceeds therefrom together with all or any portion of the moneys held by the Depository Trustee may be used to acquire other Defeasance Obligations that the Depository Trustee shall hold; provided that thereafter the moneys and Defeasance Obligations held by the

Depository Trustee shall remain sufficient, as evidenced by a certificate of a national firm of certified public accountants to pay and discharge all Obligations (including all principal and interest and premium, if any) at their respective maturity dates.

No Payment or Obligation may be so provided for and no liquidation or acquisition of Defeasance Obligations may be made if, as a result thereof, or of any other action in connection with which the provisions for payment of such Payment or Obligation is made, the interest payable on any Obligation is thereby made includable in gross income for federal income tax purposes. Notwithstanding the foregoing, prior to any defeasance authorized pursuant to paragraphs (b) or (c) of this Section, the Trustee, the Depository Trustee, and the City shall receive an opinion of nationally recognized bond counsel (which opinion may be based upon a ruling or rulings of the Internal Revenue Service) to the effect that the provisions of this paragraph will not be breached by so providing for the payment of any Payments or Obligations, which opinion shall be delivered to the Trustee prior to defeasance pursuant to paragraphs 13.1(b) and 13.1(c) hereof.

The Depository Trustee shall be any bank or trust company, which may be the Trustee, designated by the City, with a combined capital and surplus of at least $50,000,000 and subject to supervision or examination by federal or State of Arizona authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or the requirements of any supervising or examining authority above referred to, then, for the purposes of this Section 13.1, the combined capital surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Section 13.2. **Records**. The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the City and any Owner, or the agent of any of them, at any time during regular business hours.

Section 13.3. **Notices**. All written notices to be given under this Trust Agreement shall be given by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the City: City of Goodyear, Arizona
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
Attn: Finance Director

If to the Trustee: U.S. Bank National Association
_____
_____
_____

If to Special Counsel: Gust Rosenfeld, P.L.C.
One E. Washington Street, Suite 1600

Phoenix, Arizona 85004
Attn: Timothy A. Stratton, Esq.

Section 13.4. **Covenant as to Conflict of Interest**. A.R.S. § 38-511 provides that the City may, within three years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In addition, the City may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City from any other party to the contract arising as a result of the contract.

Section 13.5. **Governing Law**. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 13.6. **Binding Effect and Successors**. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the City or the Trustee is named or referred to, such reference shall be deemed to include successors or assigns thereof, and all the covenants and agreements herein contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 13.7. **Execution in Counterparts**. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Trust Agreement.

Section 13.8. **Destruction of Cancelled Obligations**. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the City of any Obligations, the Trustee may, in lieu of such cancellation and delivery, destroy such Obligations and, upon the City's request, deliver a certificate of such destruction to the City.

Section 13.9. **Headings**. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to "Articles", "Sections", and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 13.10. **Parties Interested Herein**. Nothing in this Trust Agreement or the Obligations, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City, the Trustee, and the Owners of the Obligations, any legal or equitable right, remedy or claim under or by reason of this Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, provisions and agreements

herein contained by and on behalf of the City shall be for the sole and exclusive benefit of the City, the Trustee, and the Owners of the Obligations.

Section 13.11. Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 13.12. Severability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Obligations shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Obligations pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases hereof may be held illegal, valid or unenforceable.

Section 13.13. E-Verify Requirements. To the extent applicable under A.R.S. § 41-4401, the Trustee and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). The Trustee or its subcontractors' breach of the above-mentioned warranty shall be deemed a material breach of this Trust Agreement and may result in the termination of the Trustee's services by the City. The City retains the legal right to randomly inspect the papers and records of the Trustee or its subcontractors who work on this Trust Agreement to ensure that the Trustee and its subcontractors are complying with the above-mentioned warranty.

The Trustee and its subcontractors warrant to keep such papers, information, and records necessary to verify compliance with the above-mentioned warranty (collectively, the "Information") open for random inspection by the City during normal business hours. The Trustee and its subcontractors shall reasonably cooperate with the City's random inspections including granting the City entry rights onto their property to perform the random inspections, granting the City access to, and use of the Information, provided that, the City agrees that it will use the Information solely for the purpose of verifying compliance with the E-verify requirements and the warranty of this Section 13.13 and, subject to the requirements of law, including the public records law of the State of Arizona, the City will preserve the confidentiality of any information, records, or papers the City views, accesses, or otherwise obtains during any and every such random inspection, including, without limitation, the Information.

Section 13.14. No Boycott of Israel. To the extent A.R.S. §§ 35-393 - 35-393.03 are applicable, the Trustee hereby certifies that it is not currently engaged in, and agrees for the duration of this Trust Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

Section 13.15. Gender. Use of the masculine, feminine or other gender herein is for purposes of convenience only and shall be deemed to mean and include all genders whenever and wherever appropriate.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the day and year first above written.

_____, as Trustee

By_____
Its_____

CITY OF GOODYEAR, ARIZONA, as City

By_____
Mayor

Attest:

_____
City Clerk

[Signature page to Trust Agreement]

EXHIBIT A

(Form of Obligations)

Number: _____ Denomination: $_____

Unless this Obligation is presented by an authorized representative of The Depository Trust Company, a New York corporation ("*DTC*"), to the Trustee, as registrar (or any successor registrar), for registration of transfer, exchange, or payment, and any Obligation issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

TAXABLE EXCISE TAX REVENUE REFUNDING OBLIGATION, SERIES 2021
Evidencing a Proportionate Interest of the Owner
Hereof in Payments to be Made by

CITY OF GOODYEAR, ARIZONA

to

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Interest Rate	Maturity Date	Dated Date	CUSIP
_____%	July 1, 20__	_____, 2021	___

Registered Owner: CEDE & CO.

Principal Amount:

THIS IS TO CERTIFY THAT the registered owner identified above, or registered assigns, as the registered owner of this Taxable Excise Tax Revenue Refunding Obligation, Series 2021 (this "Obligation"), is the owner of an undivided proportionate interest in the right to receive certain Payments thereof under and defined in that certain Agreement (the "Agreement"), dated as of _____ 1, 2021, by and between U.S. Bank National Association (the "Trustee"), and the City of Goodyear, Arizona, a municipal corporation and a political subdivision existing under the laws of the State of Arizona (the "City"), which Payments and other rights and interests under the Agreement are held by the Trustee in trust under a Trust Agreement dated as of _____ 1, 2021 (the "Trust Agreement") by and between the City and the Trustee.

The registered owner of this Obligation is entitled to receive, subject to the terms of the Agreement, on the maturity date set forth above, the principal amount set forth above, representing a portion of the Payments designated as principal coming due during the preceding twelve months, and to receive semiannually on January 1 and July 1 of each year commencing July 1, 2021 (the "Payment Dates") until payment in full of said portion of principal, the registered owner's proportionate share of the Payments designated as interest coming due during the six months immediately preceding each of the Payment Dates. Said proportionate share of the portion of the Payments designated as interest is the result of the multiplication of the aforesaid portion of the Payments designated as principal by the rate per annum set forth above. Interest

shall be calculated on the basis of a 360-day year composed of 12 months of 30 days each. Principal of and interest on this Obligation are payable in lawful money of the United States of America to the registered owner or to any other registered owner hereof, as shown on the registration books maintained by the Trustee, at the address appearing therein at the close of business on the fifteenth day of the calendar month next preceding that interest payment date (the "Record Date"). [Annual payments of principal represented by mandatory sinking fund installments shall not require the presentment or surrender of this Obligation.]

The Trustee has no obligation or liability to the registered owners of the Obligations for the payment of interest or principal pertaining to the Obligations. The Trustee's sole obligations are to administer, for the benefit of the registered owners of the Obligations, the various funds and accounts established pursuant to the Trust Agreement.

The recitals, statements and representations made in this Obligation shall be taken and construed as made by and on the part of the City, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

This Obligation has been executed and delivered by the Trustee pursuant to the terms of the Trust Agreement. The City is authorized to enter into the Agreement and the Trust Agreement under the laws of the State of Arizona and by resolution of the Mayor and City Council of the City adopted _____, 2021 (the "Resolution"). Reference is hereby made to the Agreement and the Trust Agreement (copies of which are on file with the Trustee) for a description of the terms on which the Obligations are delivered, the rights thereunder of the registered owners of the Obligations, the rights, duties and immunities of the Trustee and the rights and obligations of the City under the Agreement, to all of the provisions of which Agreement and Trust Agreement the registered owner of this Obligation, by acceptance hereof, assents and agrees.

The Obligations are payable from Payments to be made by the City pursuant to the Agreement. The City is required under the Agreement to make Payments from all of the City's unrestricted Excise Taxes (as defined in the Trust Agreement), which Payments are sufficient to pay, when due, the annual principal and interest due with respect to the Obligations. The obligation of the City to make Payments does not represent or constitute a general obligation of the City, the State of Arizona or any political subdivision thereof for which the City or the State of Arizona or any political subdivision thereof is obligated to levy or pledge any form of taxation, nor does the obligation to make Payments under the Agreement constitute an indebtedness of the City, the State of Arizona or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction or otherwise.

Payments and all other amounts due under the Agreement are payable from a pledge of, and secured by a lien on, the Excise Taxes as may be necessary for their prompt and punctual payment. Said pledge of, and said lien on, the Excise Taxes, is irrevocably made and created by the City pursuant to the Agreement for the prompt and punctual payment of amounts due under the Agreement according to its terms, and to create and maintain the funds as hereinafter specified therein and herein. None of the Obligations shall be entitled to priority or distinction one over the other in the application of the Excise Taxes hereby pledged to the payment thereof, regardless of the issue of the Obligations in series, or the delivery of any of the Obligations prior to the delivery of any other of the Obligations of said series, or regardless of the time or times the Obligations mature. All of the Obligations are coequal as to the pledge of and lien on the Excise Taxes pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from Excise Taxes or security therefor. The pledge of Excise Taxes under the Agreement is on a parity with the pledge of Excise Taxes to payments due on or with respect to the Existing Parity Obligations and any additional Parity Obligations (as defined in the Trust Agreement).

For further definitions, a description of the terms on which the Obligations are executed and delivered, a more complete statement of the income and revenues from which, and conditions under which,

this Obligation is payable, the conditions under which additional Obligations or Parity Obligations may be authorized, a statement of the terms under which the Trust Agreement or the Agreement may be modified, a statement of the general covenants and provisions pursuant to which this Obligation is issued, and of the rights of the owner of the Obligation, reference is made to the Trust Agreement and the Agreement, and to all the provisions thereof the owner hereof, by acceptance of this Obligation, consents and agrees. All Obligations of the total authorized amount and all obligations which have been or may hereafter be issued as Parity Obligations, as provided in the Trust Agreement and the Agreement, and are co-equal as to the pledge of and lien on all such Excise Taxes securing the payment thereof, and share ratably without any preference, priority or distinction as to the source or method of payment from Excise Taxes and security thereof.

The registered owner of this Obligation shall have no right to enforce the provisions of the Trust Agreement or the Agreement or to institute any action to enforce the covenants thereof, or to take any action with respect to a default thereunder or hereunder, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

Neither the Trustee nor the registered owners of the Obligations shall have any right under any circumstances (i) to accelerate the maturities of the Obligations or (ii) to interfere with the City's ownership, use or possession of the property financed by the Obligations.

To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement may be amended by the parties thereto with the written consent of the owners of a majority in aggregate value of the Obligations then outstanding, and may be amended without such consent under certain circumstances but in no event such that the interests of the owners of the Obligations are adversely affected, provided that no such amendment shall impair the right of any owner to receive in any case such owner's proportionate share of any Payment thereof in accordance with such owner's Obligation.

This Obligation may be transferred on the registration books upon delivery hereof to the Trustee, as registrar, accompanied by a written instrument of transfer in form and with guaranty of signature satisfactory to the Trustee, as registrar, duly executed by the registered owner of this Obligation, or his or her attorney-in-fact or legal representative, containing written instructions as to the details of the transfer. No transfer of this Obligation shall be effective until entered on such registration books.

In all cases upon the transfer of an Obligation, the Trustee shall enter the transfer of ownership in the registration books and shall authenticate and deliver, in the name of the transferee or transferees, a new fully registered Obligation of the denominations of [$5,000] or any integral multiple thereof (except that no Obligation shall be issued that relates to more than a single principal maturity) for the aggregate principal amount which the registered owner is entitled to receive at the earliest practicable time in accordance with the provisions of the Trust Agreement.

The registered owner of one or more Obligations may, upon request, and upon the surrender to the Trustee of such Obligations, exchange such Obligations for Obligations of other authorized denomination of the same maturity, series, and interest rate together aggregating the same principal amount as the Obligations so surrendered.

The City or the Trustee shall charge the registered owner of such Obligation, for every such transfer or exchange of an Obligation, an amount sufficient reimburse it for any tax, governmental fee or other governmental charge required to be paid with respect to such transfer, and may require that such charge be paid before any such new Obligation shall be delivered. The City shall pay all initial registration fees on the Obligation. Subsequent owners of Obligations will pay all transfer fees including governmental fees, taxes or charges. The registered owner of any Obligation shall be required to pay any expenses incurred in connection with the replacement of a mutilated, lost, stolen or destroyed Obligation.

The City and the Trustee may, but are not required to, transfer or exchange any Obligations during the period from the Record Date to and including the respective interest payment date. The Trustee may, but is not required to, transfer or exchange any Obligations within the period referred to above. The interest payment on such Obligation will be made payable to and mailed to the registered owners shown on the bond register maintained by the Trustee as of the close of business on the respective Record Date.

IN WITNESS WHEREOF, this Obligation has been executed and delivered by the Trustee, acting pursuant to the Trust Agreement.

Date of Execution: _____, 2021.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By_____
Authorized Representative

The following abbreviations, when used in the inscription on the face of this Obligation, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -	as tenants in common	UNIF GIFT/TRANS MIN ACT
TEN ENT -	as tenants by the entireties	_____Custodian_____
JT TEN -	as joint tenants with right of survivorship and not as tenants in common	(Cust) (Minor) under Uniform Gifts/Transfers to Minors Act
		_____

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

Insert Social Security or Other
Identifying Number of Transferee

_____
_____

_____
(Please Print or Typewrite Name and Address of Transferee)

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney to transfer the within certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated_____

_____
Note: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within registered certificate in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

_____
The signature(s) should be guaranteed by an eligible guarantor institution pursuant to Securities and Exchange Commission Rule 17Ad-15

EXHIBIT B

FORM OF DISBURSEMENT CERTIFICATE

The Trustee is hereby requested to pay from the Delivery Costs Fund, as defined in the Trust Agreement, dated as of _____ 1, 2021 (the "Trust Agreement"), between the City of Goodyear and U.S. Bank National Association, as trustee (the "Trustee"), to the person or corporation designated below as Payee, the sum set forth below such designation, in payment of the Delivery Costs (as defined in the Trust Agreement) described below.

Name of Payee	Amount
_____	_____
_____	_____
_____	_____

DATED: _____.

By_____
City Representative

Please forward payment to Payees at the addresses provided in their respective invoices.

DEPOSITORY TRUST AGREEMENT

This Depository Trust Agreement (this "*Agreement*") dated as of [_____] 1, 2021, by and between the **CITY OF GOODYEAR, ARIZONA** (the "*City*"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association authorized to do trust business in the State of Arizona, as trustee (the "*Depository Trustee*") and as trustee of the hereinafter defined Bonds Being Refunded (the "*Refunded Trustee*");

W I T N E S S E T H:

WHEREAS, the following bonds of the City of Goodyear, Arizona Public Improvement Corporation have been issued and are currently outstanding (the "*Bonds Being Refunded*"):

CUSIP (Base No. 382512)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 1)	Principal Amount Being Refunded	Maturity or Redemption Date (July 1)	Redemption Price on Bonds Being Refunded (as a Percentage of Principal)
DM0	11/30/11	City of Goodyear, Arizona	$ 255,000	2021	$ 255,000	2021	N/A
DN8		Public Improvement	4,250,000	2023	4,250,000	2022	100%
DP3		Corporation Municipal	4,470,000	2024	4,470,000	2022	100
DQ1		Facilities Revenue	4,700,000	2025	4,700,000	2022	100
DR9		Refunding Bonds, Series	4,925,000	2026	4,925,000	2022	100
DS7		2011A	5,170,000	2027	5,170,000	2022	100

; and

WHEREAS, the Refunded Trustee is the trustee, bond registrar and paying agent for the Bonds Being Refunded; and

WHEREAS, by a resolution adopted on _____, 2021 (the "*Resolution*"), the Mayor and Council of the City has authorized the issuance, sale and delivery of $_____ in aggregate principal amount of the City's Taxable Excise Tax Revenue Refunding Obligations, Series 2021 (the "*Obligations*"); and

WHEREAS, the Obligations were executed and delivered to refund the Bonds Being Refunded and to pay the costs of issuance of the Obligations; and

WHEREAS, the Resolution authorizes and directs the City to enter into an irrevocable trust agreement with the Depository Trustee for the safekeeping and handling of the moneys and securities to be held in trust to pay the Bonds Being Refunded; and

WHEREAS, the Depository Trustee agrees to accept and administer the trust created hereby;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements hereinafter set forth it is hereby agreed as follows:

Section 1. Deposit With Depository Trustee. Pursuant to this Agreement, the Depository Trustee has received for deposit to the account of the City the amount of $_____. Such amount

constitutes a portion of the proceeds of the Obligations, together with a cash contribution from the City, and shall be applied to refund the Bonds Being Refunded.

Section 2. **Trust Account**. The Depository Trustee shall hold the moneys so deposited, all investments made with such moneys and all earnings from investment and reinvestment of such moneys and all other moneys received by the Depository Trustee from the City hereunder in an irrevocable, segregated and separate trust account separate from all other funds and investments deposited with the Depository Trustee (the "*Trust Account*") for the sole and exclusive benefit of the holders of the Bonds Being Refunded until transfer to the Refunded Trustee for final payment thereof.

Section 3. **Government Obligations**. On the date of initial delivery of the Obligations, the Depository Trustee shall invest the Trust Account in (a) obligations issued by or the principal of and interest on which are unconditionally guaranteed by the United States of America or (b) any of the senior debt of any of its agencies, sponsored agencies, corporations, sponsored corporations or instrumentalities, including, without limitation: (i) United States Treasury Obligations - State and Local Government Series; (ii) United States Treasury bills, notes and bonds, as traded on the open market; (iii) Zero Coupon United States Treasury Bonds; or (iv) shares in an investment management company that invests solely in obligations issued by or the principal of and interest on which are unconditionally guaranteed by the United States of America (the "*Government Obligations*") as follows: [$_____] of the proceeds of the Obligations together with the City's cash contribution shall be applied to create a portfolio of Government Obligations as described in *Exhibit A* hereto and [$____] will be held uninvested as an initial cash balance in the Trust Account, all to refund the Bonds Being Refunded.

The investment income from the Government Obligations shall be collected and received by the Depository Trustee and credited to the Trust Account. The Depository Trustee shall keep accurate records of such moneys, Government Obligations and investment earnings so as to permit the portfolio to be accounted for separately.

The Depository Trustee shall not sell or redeem such Government Obligations in advance of their maturity dates except as provided in Section 5 hereof.

Section 4. **Code Provisions**. The parties recognize that amounts credited to the Trust Account and invested in the Government Obligations are, at the time of execution and delivery hereof, subject to restrictions as to investment under the Internal Revenue Code of 1986, as amended (the "*Code*"), in order for the interest on the Bonds Being Refunded to be, or continue to be, excluded from gross income for purposes of calculating federal income taxes. In order to comply with such currently applicable restrictions, and subject to the provisions of Section 5 hereof, the following provisions shall apply with respect to reinvestment of amounts credited to the Trust Account:

(a) Amounts received as maturing principal of or interest on the Government Obligations credited to the portfolio prior to the date such amounts are to be transferred to the Refunded Trustee to be used to pay principal of or interest on the Bonds Being Refunded and are not to be reinvested.

(b) Yields are to be calculated by means of an actuarial method of yield calculation whereby "yield" means the discount rate that, when used in computing the present value as of the date the investment is first allocated to the Obligations of all unconditionally payable receipts from the investment (using the same compounding intervals and financial conventions used to compute the yield on the Obligations), produces an amount equal to the present value of all unconditionally payable

payments for the investments. The Depository Trustee will not be responsible for the calculation of any yield.

(c) The purchase price of a Government Obligation used in determining its yield must be the market price of the Government Obligation on an established market. This means that a premium may not be paid to adjust the yield and that a lower interest rate than is usually paid may not be accepted.

(d) Notwithstanding the foregoing, and subject to the provisions of Section 5 hereof, any amounts held in the Trust Account may be invested in investments having any yield if the parties hereto receive an opinion in form and substance satisfactory to them of nationally recognized bond counsel selected by the City experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds to the effect that such investment will not cause any of the Bonds Being Refunded to become arbitrage bonds within the meaning of Section 148 of the Code, and will not otherwise cause the interest on the Bonds Being Refunded to become included as gross income for purposes of calculating federal income taxes.

(e) Amounts received from reinvestment of maturing principal of and interest on Government Obligations, if any, prior to the date such amounts are to be transferred to the Refunded Trustee to be used to make payments on the Bonds Being Refunded pursuant to this Section 4 and which are not needed to provide for payments on the Bonds Being Refunded based on the debt service schedules described in Section 7 hereof, may be withdrawn from the Trust Account and returned to the City and applied for the benefit of the City in accordance with applicable law.

Notwithstanding any provision of this Agreement to the contrary, the Depository Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with, or for the purpose of complying with, Section 148 of the Code, or any successor statute or any regulation, ruling or other judicial or administrative interpretation thereof, including, without limitation, the calculation of amounts required to be paid to the United States of America or the determination of the maximum amount which may be invested in non-purpose obligations having a yield higher than the yield on the Bonds Being Refunded, and the Depository Trustee shall not be liable or responsible for monitoring the compliance by the City with any of the requirements of Section 148 of the Code or any applicable regulation, ruling or other judicial or administrative interpretation thereof; it being acknowledged and agreed that the sole obligation of the Depository Trustee with respect to the investment of monies hereunder shall be to invest such monies in accordance with instructions received by it as set forth in this Agreement.

Section 5. **Investment Instructions**. The Depository Trustee may sell or redeem Trust Account investments in advance of their maturity dates and invest the proceeds of such sale or redemption or other moneys credited to the Trust Account in connection with such sale or redemption in Government Obligations only upon receipt of written instructions from the Finance Director of the City (the "*Finance Director*") to do so, and receipt by the parties hereto of:

(a) An opinion in form and substance satisfactory to them of bond counsel selected by the City experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds to the effect that such action will not cause the interest on the Bonds Being Refunded to be included in gross income for federal income tax purposes and will not cause the Bonds Being Refunded to become "arbitrage bonds" within the meaning of Section 148

of the Code, and will not adversely affect the right of the City to issue obligations the interest on which is excluded from gross income for federal income tax purposes; and

(b) A report from a nationally-recognized certified public accountant or firm of certified public accountants selected by the City verifying the accuracy of the arithmetic computations of the adequacy of the proceeds from the liquidation together with any other moneys and the maturing principal of and interest on any Government Obligations to be credited to the Trust Account in accordance with the Finance Director's instructions, to pay, when due, the principal of and interest on the Bonds Being Refunded as the same become due at maturity or upon prior redemption.

Upon any such sale or redemption of investments and reinvestment, any amounts not needed in the Trust Account to provide for payment of the Bonds Being Refunded, as shown by the accountant's report discussed above may be withdrawn from the Trust Account and returned to the Finance Director and applied for the benefit of the City in accordance with applicable law.

(c) The parties hereto acknowledge and agree that on the date the Obligations are issued and delivered against payment therefor (the "*Delivery Date*"), the Depository Trustee is to receive the Government Obligations referred to above in Section 3. If the Depository Trustee shall not receive any of the Government Obligations (the "*Failed Escrow Securities*"), the Depository Trustee shall accept, as temporary substitutes cash or, at the same purchase price, other Government Obligations ("*Substitute Escrow Securities*") the payments on which are scheduled to provide, as determined by an independent certified public accountant, along with such cash, at least the same amounts of moneys on or before the same dates as the Failed Escrow Securities for which they are substituted. (The Depository Trustee may rely upon a report of an independent firm of certified public accountants that the condition in the preceding sentence is satisfied.) If Substitute Escrow Securities are delivered, thereafter, upon delivery to the Depository Trustee of Failed Escrow Securities, together with any amounts paid thereon subsequent to the Delivery Date, the Depository Trustee shall return an amount of such cash and Substitute Escrow Securities, and any amount paid thereon subsequent to the Delivery Date, corresponding to the Failed Escrow Securities that the Substitute Escrow Securities replaced.

Section 6. **Moneys Not Invested**. Any Trust Account moneys which are not at any time invested in Government Obligations shall be held as a demand deposit by the Depository Trustee and shall be secured as deposits of public moneys.

Section 7. **Timely Payments**. The Depository Trustee shall make timely payments from the Trust Account to the Refunded Trustee in the amounts and on the dates sufficient to pay principal and interest coming due on the Bonds Being Refunded. Unless otherwise directed by the Finance Director, in order to determine the amounts and the dates on which principal and interest is due on the Bonds Being Refunded, the Depository Trustee may rely upon the debt service schedules with respect to the Bonds Being Refunded as such debt service schedules appear in the verification report prepared by _____, [certified public accountants], in connection with the execution and delivery of the Obligations. The Depository Trustee has no duty or obligation to determine the sufficiency of such verification report.

Section 8. **Notices**. (a) The Refunded Trustee shall mail a notice of advance refunding of the Bonds Being Refunded in substantially the form attached hereto as *Exhibit B* to all registered owners of the Bonds Being Refunded and to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the Electronic Municipal Market Access system ("*EMMA*").

(b) The City hereby irrevocably instructs the Depository Trustee that the Bonds Being Refunded maturing July 1, 2023, through and including July 1, 2027, shall be redeemed by the Depository Trustee on July 1, 2022. Not more than 60 nor less than 30 days prior to the date set for redemption, the Refunded Trustee shall send via telecopy or through other electronic means to DTC a notice of redemption of the Bonds Being Refunded in substantially the form of *Exhibit C* attached hereto. Additionally, the Refunded Trustee shall send a notice of the redemption of the Bonds Being Refunded to the MSRB by the method required by the MSRB, currently through EMMA.

(c) The City agrees to pay the expenses of the Refunded Trustee in giving all notices required hereunder pursuant to the trust indenture relative to the Bonds Being Refunded. The Depository Trustee shall not have any liability to any party in connection with any failure to timely file such notices of advance refunding and optional redemption with the MSRB via EMMA, and the sole remedy available shall be an action by the holders of the Bonds Being Refunded in mandamus for specific performance or similar remedy to compel performance.

Section 9. **Insufficient Funds**. If at any time or times there are insufficient funds on hand in the Trust Account to pay the principal of and interest on the Bonds Being Refunded as the same becomes due based on the debt service schedules described in Section 7 hereof, or for the payment of the fees and expenses of the Depository Trustee or the Refunded Trustee, the Depository Trustee shall promptly notify the City of such deficiency and the City shall immediately deposit sufficient funds with the Depository Trustee. The Depository Trustee shall have no liability for any such deficiency.

Section 10. **Depository Trustee Fees**. For services hereunder, the Depository Trustee shall be entitled to the Depository Trustee's fees in the amount of $350.00 being due upon the initial deposit of moneys with the Depository Trustee and representing payment of the Depository Trustee's initial fee and prepayment of the annual Depository Trustee's fees for services hereunder during the term hereof. The Depository Trustee shall not create or permit to be created any lien on moneys in the Trust Account for the failure to pay any such fees. The Depository Trustee shall be reimbursed for all out of pocket costs (including legal fees and expenses).

Section 11. **Reports**. On or before each January 15 and July 15 during the term hereof, the Depository Trustee shall submit to the City a report covering all moneys it has received and all payments it has made under the provisions hereof during the six-month period ending on the preceding January 1 and July 1 (except for the first such report, due July 15, 2021, which will cover the period commencing with the date on which the Obligations were issued to and including June 30, 2021). Each such report shall also list all investments and moneys in the Trust Account as of the report date.

Section 12. **Transfer Upon Full Payment**. When all amounts payable on the Bonds Being Refunded have become due based on the debt service schedules described in Section 7 hereof and the Depository Trustee has on deposit all moneys necessary for the payment of such amounts, and in any event on the business day preceding the date the last of the Bonds Being Refunded matures or is to be redeemed, the Depository Trustee shall transfer all moneys and investments credited to the Trust Account not required to be transferred to the Refunded Trustee for payment of principal and interest with respect to the Bonds Being Refunded to the Finance Director for the City's benefit.

Section 13. **Agreement Irrevocable**. The parties recognize that the owners of the Bonds Being Refunded have a beneficial vested interest in the moneys and investments held in the Trust

Account and that the Obligations will be delivered to and accepted by the owners thereof in reliance upon the irrevocable character of the trust so created. Therefore, this Agreement shall not be revoked, and shall not be amended in any manner that may materially adversely affect the rights herein sought to be protected (as evidenced by an opinion of bond counsel selected by the City delivered to the Depository Trustee), until the provisions hereof have been fully carried out.

Section 14. **Non-Liability**. The Depository Trustee shall be under no obligation to inquire into or be otherwise responsible for the performance or nonperformance by any paying agent for the Bonds Being Refunded of any of their obligations or to protect any of the rights of the City under any of the proceedings with respect to the Bonds Being Refunded or the Obligations. The Depository Trustee shall not be liable for any act done or step taken or omitted by it or for any mistake of fact or law or for anything which it may do or refrain from doing except for its negligence or its default in the performance of any obligation imposed upon it hereunder. The Depository Trustee shall not be liable or responsible for any loss resulting from any investment made pursuant hereto in compliance with the provisions hereof.

Section 15. **Audit**. The City shall have the right to audit the books, records and accounts of the Depository Trustee insofar as they pertain to the trust created hereunder.

Section 16. **Depository Trustee Responsibility**. In the event the Depository Trustee is required or permitted hereby, or is requested hereunder, to take any action (or refrain from taking any action) as the Depository Trustee, the performance (or nonperformance) of which would, in the Depository Trustee's sole judgment, subject the Depository Trustee to unreasonable risk of liability or expense, the Depository Trustee shall have no duty to take (or refrain from taking) any such action until the Depository Trustee has been furnished with indemnity adequate, in its sole judgment, to protect the Depository Trustee, its directors, officers, employees, agents and attorneys for, from and against such liability or expense, and all reasonable costs and expenses (including reasonable attorneys' fees and expenses) in connection therewith.

To the extent permitted by law, the City will indemnify and hold the Depository Trustee, its directors, officers, employees, agents and attorneys harmless for, from and against any loss, liability, judgment, claim, suit, damages or expense (including reasonable attorneys' fees and expenses) arising from the Depository Trustee's performance of its obligations hereunder except any such loss, liability, judgment or expense resulting from the Depository Trustee's negligence or willful misconduct or willful breach of trust as determined by the final judgment of a court of competent jurisdiction no longer subject to appeal or review. The rights of the Depository Trustee to such indemnification shall survive the termination of this Agreement and the earlier removal or resignation of the Depository Trustee.

The Depository Trustee may consult with independent counsel, chosen by it with reasonable care, and shall not be liable for action taken or not taken in good faith in reliance upon the written advice or opinion of such counsel. The Depository Trustee shall not be liable for the accuracy of any calculations provided by others to it under this Agreement as to the sufficiency of the moneys or Government Obligations deposited with it to pay the principal of and interest on the Bonds Being Refunded at the respective maturities or earlier redemption of the Bonds Being Refunded. Furthermore, the Depository Trustee may conclusively rely in good faith as to the truth, accuracy and correctness of, and shall be protected and indemnified in acting or refraining from acting upon, any written opinion, calculation, notice, instruction, request, certificate, document or opinion furnished to the Depository Trustee in accordance herewith and signed or presented by the

proper party pursuant hereto and it need not investigate the truth or accuracy of any fact or matter stated in such opinion, calculation, notice, instruction, request, certificate or opinion.

The Depository Trustee may at any time resign and be discharged of the duties and obligations created hereby. If the Depository Trustee resigns, or is dissolved, liquidated or in the process of being dissolved or liquidated or otherwise becomes incapable of acting hereunder, or is taken under the control of any public officer or officers or of a receiver appointed by a court, a successor Depository Trustee may be appointed. No resignation or removal may become effective until a successor Depository Trustee shall have been appointed. In the event that no appointment of a successor Depository Trustee occurs within 60 days, the holder of any of the Bonds Being Refunded or the retiring Depository Trustee may apply to any court of competent jurisdiction for the appointment of a successor Depository Trustee acceptable to the City, and such court may thereupon, after such notice as it shall deem proper, appoint a successor Depository Trustee acceptable to the City. Any successor Depository Trustee appointed under this Agreement shall execute, acknowledge and deliver to its predecessor and to the City an instrument in writing accepting such appointment and, thereupon, such successor Depository Trustee, without any further act, deed or conveyance, shall become fully vested with all rights, estates, powers, trusts, duties and obligations of its predecessor; but, such predecessor shall, nevertheless, on the written request of such successor Depository Trustee, execute, acknowledge and deliver an instrument transferring to such successor Depository Trustee all of the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Depository Trustee shall deliver all securities and moneys held by it to the successor Depository Trustee.

Any corporation into which the Depository Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Depository Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Depository Trustee, shall be the successor of the Depository Trustee hereunder, provided such corporation, association or agency shall be otherwise qualified and eligible under this Section, without the execution or filing of any paper or any further act on the part of any of the parties hereto. The Depository Trustee, at any time prior to the first anniversary of the date hereof, may assign and transfer by written agreement all property, rights, interests, powers, duties and obligations of the Depository Trustee as established hereunder, to a bank or trust company that is duly qualified to conduct trust business in the State of Arizona that is under common corporate control with the Depository Trustee and that otherwise satisfies the qualification requirements hereunder for successor Depository Trustees. Upon such assignment and transfer, the transferee bank or trust company shall become successor Depository Trustee and receive, accept and hold all property, rights, interests, powers, duties and obligations thereof without further actions or approvals of any other person.

The Depository Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("*Instructions*") given pursuant to this Agreement and delivered using Electronic Means ("*Electronic Means*" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Depository Trustee, or another method or system specified by the Depository Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Depository Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("*Authorized Officers*") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects

to give the Depository Trustee Instructions using Electronic Means and the Depository Trustee in its discretion elects to act upon such Instructions, the Depository Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Depository Trustee cannot determine the identity of the actual sender of such Instructions and that the Depository Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Depository Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Depository Trustee and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Depository Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Depository Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (a) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Depository Trustee, including without limitation the risk of the Depository Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (b) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Depository Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (c) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (d) to notify the Depository Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 17. **Assignment; Merger**. Neither this Agreement nor the Trust Account created hereunder may be assigned by the Depository Trustee without the prior written consent of the City, unless the Depository Trustee is required by law to divest itself of its interest in its trust department or unless the Depository Trustee sells or otherwise assigns all or substantially all of its municipal corporate trust business, in which event the trust shall be continued by the Depository Trustee's successor in interest.

Section 18. **Severability**. If any section, paragraph, subdivision, sentence, clause or phrase hereof shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions hereof. The parties declare that they would have executed this Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases hereof may be held to be illegal, invalid or unenforceable. If any provision hereof contains an ambiguity that may be construed as either valid or invalid, the valid construction shall be adopted.

Section 19. **Applicable Laws**. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Arizona and expresses the entire understanding of the parties hereto.

Section 20. **Counterparts**. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

Section 21. **Conflict of Interest**. The City hereby gives notice to the Depository Trustee and Refunded Trustee that A.R.S. § 38-511, as amended, provides that the State of Arizona, its political subdivisions or any department or agency of either, may within three years after execution thereof cancel any contract without penalty or further obligation, made by the State of Arizona, its political

subdivisions or any department or agency of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating such agreements on behalf of the State of Arizona, its political subdivisions or any department or agency of either, is at any time while such contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

Section 22. **E-verify Requirements**. To the extent applicable under A.R.S. § 41-4401, the Depository Trustee, the Refunded Trustee and their subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Depository Trustee's, Refunded Trustee's or a subcontractor's, breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City. The City retains the legal right to randomly inspect the papers and records of the Depository Trustee, the Refunded Trustee and their subcontractors who work on this Agreement to ensure that the Depository Trustee, the Refunded Trustee and their subcontractors are complying with the above-mentioned warranty.

The Depository Trustee, the Refunded Trustee and their subcontractors warrant to keep the papers and records open for random inspection by the City during the Depository Trustee's or the Refunded Trustee's respective normal business hours. The Depository Trustee, the Refunded Trustee and their subcontractors shall cooperate with the City's random inspections including granting the City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential. The City shall preserve the confidentiality of any information, records, or papers the City needs, accesses, or otherwise obtains during any and every such random inspection, including, without limitation, such information.

Section 23. **No Boycott of Israel**. To the extent A.R.S. §§ 35-393 - 35-393.03 are applicable, the Trustee hereby certifies that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF GOODYEAR, ARIZONA

By_____
Finance Director

U.S. BANK NATIONAL ASSOCIATION, as
Depository Trustee

By_____
Title:_____

ACKNOWLEDGED AND AGREED FOR PURPOSES OF SECTIONS 8, 9, 21, 22 and 23 HEREOF:

_____
U.S. BANK NATIONAL ASSOCIATION, as
the Refunded Trustee

[Signature Page of Depository Trust Agreement]

EXHIBIT A

GOVERNMENT OBLIGATIONS

Government Obligations to be acquired with proceeds of the Obligations in the amount of $_____. $_____ shall be held uninvested as an initial cash balance to the Trust Account for the refunding of the Bonds Being Refunded.

Security Type	Maturity Date	Par Amount	Coupon Rate	Total Cost

EXHIBIT B

NOTICE OF ADVANCE REFUNDING

CITY OF GOODYEAR, ARIZONA PUBLIC IMPROVEMENT CORPORATION MUNICIPAL FACILITIES REVENUE REFUNDING BONDS, SERIES 2011A

CUSIP (Base No. 382512)	Issue (Dated Date)	Name of Issue	Original Principal Amount	Maturities Being Refunded (July 1)	Principal Amount Being Refunded	Maturity or Redemption Date (July 1)	Redemption Price on Bonds Being Refunded (as a Percentage of Principal)
DN8	11/30/11	City of Goodyear, Arizona	$ 4,250,000	2023	$ 4,250,000	2022	100
DP3		Public Improvement	4,470,000	2024	4,470,000	2022	100
DQ1		Corporation Municipal	4,700,000	2025	4,700,000	2022	100
DR9		Facilities Revenue	4,925,000	2026	4,925,000	2022	100
DS7		Refunding Bonds, Series 2011A	5,170,000	2027	5,170,000	2022	100

Such bonds are hereinafter referred to as the "Bonds Being Refunded".

Notice is hereby given that the Bonds Being Refunded have been refunded prior to maturity and that an irrevocable trust has been established and funded with obligations issued by or guaranteed by the United States of America in order to provide for the payment of the Bonds Being Refunded.

The Bonds Being Refunded will be paid on the dates and in the amounts (plus interest accrued thereon to the redemption date), as set forth above.

The Refunded Trustee shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this notice or on any bond.

U.S. BANK NATIONAL ASSOCIATION, as Refunded Trustee

By_____

THIS IS NOT A REDEMPTION NOTICE

This notice shall be provided by registered mail to all registered owners of the Bonds Being Refunded and to the Municipal Securities Rulemaking Board, currently through the Electronic Municipal Market Access system, within 30 days following the issuance of the bonds that refund the Bonds Being Refunded.

EXHIBIT C

NOTICE OF REDEMPTION
of the following obligations:

The City of Goodyear, Arizona Public Improvement Corporation Municipal Facilities Revenue Refunding Bonds, Series 2011A, dated November 30, 2011.

Notice is hereby given that the below-described principal amount of the above-referenced bonds outstanding have been called for redemption and will be redeemed on July 1, 2022. The maturity dates and amounts of the bonds to be redeemed are as follows:

CUSIP (382512)	Maturity Date (July 1)	Coupon	Principal Amount Outstanding	Principal Amount Refunded	Redemption Date (July 1)	Redemption Price (as a Percentage of Principal)
DN8	2023	5.00%	$ 4,250,000	$ 4,250,000	2022	100%
DP3	2024	5.25	4,470,000	4,470,000	2022	100
DQ1	2025	5.00	4,700,000	4,700,000	2022	100
DR9	2026	5.00	4,925,000	4,925,000	2022	100
DS7	2027	4.00	5,170,000	5,170,000	2022	100

Owners of the above-described bonds called for redemption are notified to present the same at the corporate trust office of U.S. Bank National Association (the "Refunded Trustee"), on or after the date set for redemption, where redemption will be made by payment of the face amount of each such bond plus accrued interest to the date set for redemption. All bonds so called for redemption must be surrendered and no interest will be paid on the above-described bonds from and after the redemption date.

The Refunded Trustee shall not be responsible for the selection or use of the CUSIP numbers, nor is any representation made as to its correctness indicated in this redemption notice or on any bond.

DATED: _____

U.S. BANK NATIONAL ASSOCIATION, as
Refunded Trustee

By_____

The following is not part of this notice:

Not more than 60 nor less than 30 days prior to the date set for redemption, the Refunded Trustee shall cause a notice of any such redemption to be mailed to the registered owner of each bond to be redeemed at the address shown on the registration book maintained by the Refunded Trustee. Additionally, the Refunded Trustee shall cause a notice of any such redemption to be sent to The Depository Trust Company and the Municipal Securities Rulemaking Board (the "MSRB"), currently through the Electronic Municipal Market Access system by the method required by the MSRB.

OBLIGATION PURCHASE AGREEMENT

$____,000
CITY OF GOODYEAR, ARIZONA
TAXABLE EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2021

_____, 2021

Mayor and Council
City of Goodyear, Arizona
190 North Litchfield Road
Goodyear, Arizona 85338

Upon the terms and conditions hereof and in reliance on the representations, warranties and covenants contained herein and in any certificates or other documents delivered pursuant hereto, Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), hereby offers to enter into the following agreement with the City of Goodyear, Arizona (the "City"), which, upon the acceptance hereof by the City, shall be binding upon the City and the Underwriter. The offer made hereby is made subject to the written acceptance of this Obligation Purchase Agreement (this "Purchase Agreement") by the City on or before 11:59 P.M., Arizona time, on the date indicated hereinabove, and, if not so accepted, shall be subject to withdrawal by the Underwriter upon notice delivered to the City at any time after such time and prior to the acceptance of this Purchase Agreement by the City.

1. (a) The Underwriter shall purchase from U.S. Bank National Association, as trustee (the "Trustee"), and the City cause the Trustee to sell and execute and deliver to the Underwriter, all (but not less than all) of the $____,000 aggregate principal amount of "City of Goodyear, Arizona Taxable Excise Tax Revenue Refunding Obligations, Series 2021" (the "Obligations"). The Obligations are authorized to be executed and delivered pursuant to Resolution No. _____ adopted by the Mayor and Council of the City (the "Council") on March 15, 2021 (the "Resolution"). The terms of the Obligations shall be as otherwise described in, and the Obligations shall be executed and delivered by the Trustee pursuant to, a Trust Agreement, to be dated as of May 1, 2021 (the "Trust Agreement"), between the City and the

Trustee, substantially in the form previously submitted to the Underwriter with only such changes therein as shall be mutually agreed upon between the Underwriter and the City. The Obligations represent undivided proportionate interests in an Agreement, to be dated as of May 1, 2021 (the "Agreement"), between the City and the Trustee. The Underwriter has not previously made any final agreement with the City to purchase the Obligations in an offering within the meaning of the SEC Rule (as defined herein).

(b) (i) The Obligations shall be dated the date of initial authentication and delivery thereof, and shall mature on the dates and in the amounts, bear interest at the rates per annum and produce the yields or prices, in each case as set forth on the Schedule attached hereto, such interest being payable on July 1, 2021, and semiannually thereafter on each January 1 and July 1.

(ii) The Obligations shall be issued for the purpose of refunding the Bonds Being Refunded (as defined in the hereinafter defined Official Statement), and paying the costs of execution and delivery of the Obligations[, including the premium for the Policy (as defined herein)].

(c) The purchase price for the Obligations shall be $_____ consisting of the principal amount of the Obligations, plus [net] original issue premium ($_____) with respect to the Obligations less compensation for the Underwriter (which includes the fees and disbursements of the hereinafter described Counsel to the Underwriter) ($_____) payable by wire transfer in immediately available funds. The City hereby expressly acknowledges that such purchase price, if the Obligations are sold to the public at the approximate prices or yields set forth on the Schedule attached hereto and on the inside front cover page of the Final Official Statement (as defined herein), shall result in remuneration to the Underwriter of $_____, which includes the fees and disbursements of Counsel to the Underwriter. The Underwriter shall also be reimbursed for its expenses as provided in Section 8. [For convenience, the Underwriter shall pay by the Closing (as defined herein), on behalf of the City, $_____ from the proceeds of the Obligations to the Insurer (as defined herein) as payment of the premium for the Policy.] The date of the payment for and delivery of the Obligations (such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery of the Obligations herein sometimes called the "Closing") shall be on May __, 2021, or on such other date as may be mutually agreeable to the Underwriter and the City.

(d) (i) The purchase and sale of the Obligations pursuant to this Purchase Agreement is an "arm's-length," commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and proceedings leading up to the consummation of such transaction, the Underwriter is and has been acting for and on behalf of itself, solely as a principal for its own account and is not acting as the agent or fiduciary of the City or as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended), (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering

contemplated hereby except the obligations expressly set forth in this Purchase Agreement and Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB"), (iv) the Underwriter has financial and other interests that differ from those of the City, (v) the Underwriter has provided to the City prior disclosures under MSRB Rule G-17, which have been received by the City, and (vi) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

2. (a) The Underwriter intends to make an initial *bona fide* public offering of all of the Obligations at not in excess of the public offering prices (or not less than the yields) set forth on the Schedule attached hereto and on the inside front cover page of the Final Official Statement of the City relating to the Obligations, dated even date herewith (including all appendices thereto, the "Final Official Statement") and may subsequently change such offering prices (or yields). The Underwriter may offer and sell the Obligations to certain dealers (including dealers depositing Obligations into investment trusts) and others at prices lower than the public offering prices (or higher than the yields) set forth on the Schedule attached hereto and on the inside front cover page of the Final Official Statement. The Underwriter also reserves the right (i) to over-allot or effect transactions that stabilize or maintain the market price of the Obligations at a level above that which might otherwise prevail in the open market and (ii) to discontinue such stabilizing, if commenced, at any time.

(b) The undersigned, on behalf of the Underwriter, but not individually, hereby represents and warrants that:

(i) the Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

(ii) this Purchase Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the City, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Purchase Agreement may be limited by application of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution (collectively, "Creditors' Rights Laws");

(iii) the Underwriter is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer; and

(iv) by entering into this Purchase Agreement, the Underwriter certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, and for the duration of the Purchase Contract will not engage in, a boycott of goods or services from the State of Israel, companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with,

terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

3. (a) By all necessary official action of the City prior to or concurrently with the acceptance hereof, the City has duly authorized and approved the distribution and use by the Underwriter of the Preliminary Official Statement of the City relating to the Obligations, dated _____, 2021 (including all appendices thereto, the "Preliminary Official Statement" and, together with the Final Official Statement, the "Official Statement"), and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Obligations.

(b) The City caused the Preliminary Official Statement to be prepared and an authorized officer of the City, acting for and on behalf of the City, deemed the Preliminary Official Statement to be "final" for all purposes of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934, as amended (the "SEC Rule") by execution of the Certificate Deeming the Preliminary Official Statement Final (the "Deemed Final Certificate").

(c) (i) WHILE THE UNDERWRITER HAS PARTICIPATED AND WILL PARTICIPATE WITH THE CITY IN THE PREPARATION AND ASSEMBLAGE OF THE PRELIMINARY OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT, RESPECTIVELY, THE CITY IS PRIMARILY RESPONSIBLE FOR THE CONTENT OF THE PRELIMINARY OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT and (ii) as of the date thereof, and at the time of the acceptance by the City of this Purchase Agreement, the Preliminary Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) The City shall provide to the Underwriter copies of the Official Statement in sufficient quantity to comply with the SEC Rule and the rules of the MSRB, particularly with respect to the Final Official Statement, within seven (7) business days after the date of this Purchase Agreement.

(e) The City authorizes the Underwriter to file, to the extent required by applicable Securities and Exchange Commission (the "SEC") or MSRB rule, and the Underwriter agrees to file or cause to be filed, the Final Official Statement with (i) the MSRB or its designee (including submission to the MSRB's Electronic Municipal Market Access system ("EMMA")) or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above). If an amended Final Official Statement is prepared in accordance with Section 3(g) during the "primary offering disclosure period" (as defined in MSRB Rule G-32) and if required by applicable SEC or MSRB rule, the Underwriter also shall make the required submission of the amended Final Official Statement to EMMA.

(f) The Final Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed by the City and the Underwriter.

(g) During the period ending on the 25th day after the End of the Underwriting Period (as defined herein) or such other period as may be agreed to by the City and the Underwriter, the City (i) shall not supplement or amend the Final Official Statement or cause the Final Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the City, that is reasonably likely to cause the Final Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter or the City, such event requires the preparation and distribution of a supplement or amendment to the Final Official Statement, the City shall prepare and furnish to the Underwriter, at the City's expense, such number of copies of the supplement or amendment to the Final Official Statement, in form and substance mutually agreed upon by the City and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the date of the Closing, the City also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Final Official Statement.

(h) For purposes of this Purchase Agreement, the "End of the Underwriting Period" is used as defined in the SEC Rule and shall occur on the later of (i) the date of the Closing or (ii) when the Underwriter no longer retains an unsold balance of the Obligations; unless otherwise advised in writing by the Underwriter on or prior to the date of the Closing, or otherwise agreed to by the City and the Underwriter, the City may assume that the End of the Underwriting Period is the date of the Closing.

(i) The Underwriter shall provide to the City such information relating to the Obligations which is not within the scope of knowledge of the City (including, but not limited to, the selling compensation of the Underwriter, offering price(s), interest rate(s), delivery date and other terms of the Obligations dependent upon such matters). The Final Official Statement shall be substantially in the form of the Preliminary Official Statement with only such changes therein as shall be necessary to conform to the terms of this Purchase Agreement and with such other changes and amendments to the date thereof as have been accepted by the Underwriter. The execution and delivery of the Final Official Statement shall evidence the determination by the City that the Final Official Statement is "final" for all purposes of the SEC Rule.

4. (a) The undersigned on behalf of the City, but not individually, hereby represents and warrants that:

(i) the City is a municipal corporation of the State of Arizona (the "State"), and is duly incorporated and validly existing under the Constitution and laws of the State;

(ii) the Council has duly (A) adopted the Resolution; (B) authorized the approval and execution of the Final Official Statement on behalf of the City; (C) authorized and approved the execution and delivery of, and the performance by the City of the obligations contained in, the Resolution, the Obligations, the Trust Agreement, the Agreement, a written undertaking by the City to provide ongoing disclosure for the benefit of owners of the Obligations as required under paragraph (b)(5) of the SEC Rule, in form and substance satisfactory to the Underwriter and Counsel to the Underwriter which shall be substantially in the form set forth in the Preliminary Official Statement, with such changes as may be agreed to in writing by the Underwriter (the "Continuing Disclosure Undertaking"), a depository trust agreement with respect to the Bonds Being Refunded, to be dated as of May 1, 2021 (the "Depository Trust Agreement"), by and between the City and U.S. Bank National Association, as depository trustee (the "Depository Trustee"), the Letter of Representations (the "DTC Letter" and, collectively with the Trust Agreement, the Agreement and the Continuing Disclosure Undertaking, the "City Documents") to The Depository Trust Company ("DTC"), and this Purchase Agreement; and (D) authorized and approved the consummation of all other transactions contemplated by the City Documents, this Purchase Agreement and the Preliminary Official Statement;

(iii) the City is not in material breach of or in material default under any applicable constitutional provision, law or administrative regulation of the State or the United States of America (the "United States"), including the Charter of the City, or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument material to its existence, operation or ability to meet its obligations as they come due to which the City is a party or to which it is otherwise subject or to which any of its property is otherwise subject because such property is property of the City;

(iv) the City is, and at the Closing shall, to the extent possible, be or shall thereafter cause itself to be, in compliance in all material respects with the Resolution and this Purchase Agreement;

(v) the City has, and at the date of the Closing will have, full legal right, power and authority under the Resolution and the laws of the State (A) to enter into the City Documents and this Purchase Agreement, (B) to cause the Council to adopt the Resolution, (C) to deliver the Obligations to the Underwriter pursuant to the Resolution as provided herein, and (D) to carry out and consummate the transactions contemplated on its part by the Resolution, the City Documents, this Purchase Agreement and the Final Official Statement, including the payment or reimbursement of incidental expenses in connection with the marketing, execution and delivery of the Obligations pursuant to Section 8;

(vi) the City has made all required filings with, and has obtained all approvals, consents and orders of, any governmental authority, board, agency or commission having jurisdiction (including with respect to the requirements of Section 35-501(B), Arizona Revised Statutes) which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance

by the City of the obligations of the City pursuant to this Purchase Agreement and pursuant to the Obligations, the City Documents and the Resolution;

(vii) the Obligations, the Resolution and the City Documents shall conform to the descriptions thereof to be contained in the Official Statement;

(viii) upon the execution and delivery of the Obligations as aforesaid, the Resolution, the Agreement and the Trust Agreement shall provide, for the benefit of the holders from time to time of the Obligations, the legally valid and binding pledge of and lien they purport to create as set forth in the Resolution, the Agreement and the Trust Agreement;

(ix) the execution and delivery of the Obligations, the Resolution, the City Documents and this Purchase Agreement, and the compliance with the provisions of each, shall not conflict with or constitute a material breach of or default pursuant to the Charter of the City, any law, administrative regulation, judgment, decree, loan agreement, note, resolution, agreement or other instrument to which the City is a party or to which the City is otherwise subject or to which any of the property of the City is otherwise subject because such property is property of the City;

(x) this Purchase Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms; the City Documents, when duly executed and delivered, will constitute the legal, valid and binding obligations of the City, enforceable in accordance with their respective terms; and the Obligations, when issued, authenticated and delivered in accordance with the Resolution and sold to the Underwriter as provided herein, will be the legal, valid and binding obligations of the City, enforceable in accordance with their terms; in all cases, except as the enforceability of this Purchase Agreement, the City Documents and the Obligations may be limited by Creditors' Rights Laws;

(xi) except as otherwise described in the Official Statement, there is neither any action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or body, pending, nor is there any basis therefor, (A) in any way affecting the powers of the City, the existence of the City or the title to office of any of the officials of the City, (B) seeking to prohibit, restrain or enjoin the sale or execution and delivery of the Obligations or the levy, collection and pledge of the revenues from the Excise Taxes (as defined in the Agreement), (C) in any way contesting or affecting the validity or enforceability of the Obligations, the Resolution, the City Documents or this Purchase Agreement, (D) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Final Official Statement, (E) contesting the power of the City or the authority of the City with respect to the Obligations, the Resolution, the City Documents or this Purchase Agreement, or (F) wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the City or would result in any material adverse change in the ability of the City to pay debt service on the Obligations;

(xii) the City has not granted a lien on, made a pledge of or agreed to apply the revenues from the Excise Taxes and other moneys payable under the Agreement, except as provided or permitted in the Agreement or as described in the Official Statement;

(xiii) except as otherwise disclosed in the Official Statement, the City has been during the previous five years and is currently in material compliance with continuing disclosure undertakings which the City has entered into pursuant to paragraph (b)(5) of the SEC Rule; and

(xiv) the financial statements of the City contained in the Official Statement fairly present the financial position and results of operations of the City as of the dates and for the periods therein set forth in accordance with generally accepted accounting principles as applied to municipal corporations, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the City.

(b) The City hereby agrees with the Underwriter that:

(i) unless the Final Official Statement is amended or supplemented pursuant to Section 3(g), at the time of the acceptance by the City of this Purchase Agreement and at all times subsequent thereto, up to and including the End of the Underwriting Period, the Final Official Statement (including the financial and statistical data included therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) if the Final Official Statement is amended or supplemented pursuant to Section 3(g), at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including the date of the End of the Underwriting Period (unless the Final Official Statement is further amended or supplemented pursuant to subparagraph (iv) of this subparagraph), the Final Official Statement as so supplemented or amended (including the financial and statistical data provided or reviewed by the City included therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(iii) between the date of this Purchase Agreement and the Closing, the City shall not issue any bonds, notes or other obligations for borrowed money payable from the same source of payment as the Obligations pursuant to the Resolution, the Agreement and the Trust Agreement, and subsequent to the respective dates as of which information is given in the Final Official Statement up to and including the Closing, the City has not incurred and will not incur any material liabilities, except those liabilities arising in the normal course of business or incurred with the consent of the Underwriter; and

(iv) the City shall furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Obligations for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may reasonably designate; provided, however, that the City shall not incur any additional expense with respect to such actions and further that the City shall not be required to subject itself or any of its agents or employees to service of process outside the State through or in connection with any of the foregoing.

(c) The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from any applicable state tax of the interest on the Obligations.

5. At the Closing, the City shall cause the Trustee to provide for the execution and delivery of the Obligations to the Underwriter in definitive form, registered in the name of Cede & Co., as nominee of DTC pursuant to the DTC Letter, bearing CUSIP numbers (provided, however, that lack of such CUSIP numbers shall not relieve the Underwriter from its obligation under this Purchase Agreement to purchase, to accept delivery of and to pay for the Obligations), duly executed and authenticated, together with the other documents hereinafter mentioned and subject to the terms and conditions of this Purchase Agreement. The Underwriter shall accept such delivery and pay the purchase price for the Obligations as set forth in Section 1 of this Purchase Agreement in immediately available federal funds. Delivery and payment as aforesaid shall be made at DTC or, in the case of a "Fast Automated Securities Transfer," with the Trustee through DTC, or at such other place as may have been mutually agreed upon by the City and the Underwriter.

6. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the City contained in this Purchase Agreement and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City of the obligations of the City pursuant to this Purchase Agreement at or prior to the date of the Closing. Accordingly, the obligation of the Underwriter pursuant to this Purchase Agreement to purchase, to accept delivery of and to pay for the Obligations is subject to the performance by the City of the obligations of the City to be performed pursuant to this Purchase Agreement and pursuant to such aforesaid documents and instruments at or prior to the Closing and is also subject to the fulfillment to the reasonable satisfaction of the Underwriter of the following conditions, that:

(i) the representations, warranties and agreements of the City and the Trustee contained in this Purchase Agreement and in the Resolution and the City Documents shall be true, complete and correct on the date of this Purchase Agreement and on and as of the date of the Closing, as if made on the date of Closing;

(ii) at the time of the Closing, the Resolution, the City Documents and this Purchase Agreement shall be in full force and effect and shall not have been amended, modified or supplemented, and the Final Official Statement shall not

have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter;

(iii) at the time of the Closing, the City shall have adopted and there shall be in full force and effect such resolutions as in the opinion of Special Counsel and the Underwriter shall be necessary in connection with the transactions contemplated by this Purchase Agreement, and all necessary action of the City relating to the execution and delivery of the Obligations shall have been taken, shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter;

(iv) at the date of the Closing, no "event of default" shall have occurred or be existing under the City Documents nor shall any event have occurred which, with the passage of time or the giving of notice, or both, shall constitute an event of default under the City Documents;

(v) the Underwriter shall have the right to cancel its obligation to purchase the Obligations and to terminate this Agreement by written notice to the City if, at any time after the execution of this Purchase Agreement to and including the Closing Date, in the Underwriter's sole and reasonable judgment, any of the following events shall occur:

(A) the market price or marketability of the Obligations, or the ability of the Underwriter to enforce contracts for the sale of the Obligations, shall be materially adversely affected by any of the following events:

(I) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to state taxation upon interest received on obligations of the general character of the Obligations; or

(II) there shall have occurred (a) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, (b) any other

calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis, (c) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (d) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city, county or other political subdivision located in the United States having a population of over 500,000; or

(III) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(IV) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Obligations or the Resolution, the Agreement, the Trust Agreement or any comparable securities of the City, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended, or the Trust Indenture Act of 1939, as amended, or otherwise, or would be in violation of any provision of the federal securities laws; or

(V) except as disclosed in or contemplated by the Final Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(VI) any rating on debt obligations of the City secured by the revenues from the Excise Taxes is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(B) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Final Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Final Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the City refuses to permit the Final Official Statement to be supplemented to supply such statement or information, or the effect of the Final Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Obligations or the ability of the Underwriter to enforce contracts for the sale of the Obligations; or

(C) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(D) a material disruption in securities settlement, payment or clearance services affecting the Obligations shall have occurred; or

(E) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(F) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the execution and delivery, offering or sale of the Obligations, including the underlying obligations as contemplated by this Purchase Agreement or by the Final Official Statement, or any document relating to the execution and delivery, offering or sale of the Obligations, is or would be in violation of any provision of the federal securities laws at the date of the Closing, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended; or

(G) the government obligations required to fund the Depository Trust Agreement are not available for delivery on the date of the Closing;

(vi) at or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(A) (I) the approving opinion, dated the date of the Closing and addressed to the City, of Special Counsel in form and content satisfactory to the Underwriter, in substantially the form attached as Appendix E to the Preliminary Official Statement; (II) a letter from Special Counsel, dated the date of Closing and addressed to the Underwriter, permitting the Underwriter to rely upon the approving opinion of Special Counsel for that period during which the Underwriter is the lawful owner of the Obligations; and (III) the supplemental opinion of Special Counsel, dated the date of Closing and addressed to the Underwriter, substantially in the form attached hereto as Exhibit A;

(B) an opinion of the City Attorney, dated the date of the Closing, that (I) there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or body pending or, to his knowledge (upon due inquiry), threatened (i) in any way affecting the powers of the City, the existence of the City or the title to office of any of the officials of the City, (ii) seeking to restrain or enjoin the sale or execution and delivery of the Obligations, or the levy, collection and pledge of the revenues from the Excise Taxes to be applied to pay the principal of and interest on the Obligations, (iii) in any way contesting or affecting the validity or enforceability of the Obligations, the City Documents or any agreements entered into in connection therewith, (iv) contesting in any way the completeness or accuracy of the Official Statement, or (v) which may adversely affect the City or its properties; nor, to the best knowledge of such counsel, is there any reasonable basis therefor; and (II) the statements in the Final Official Statement under the heading "LITIGATION" are true and correct in all material respects and do not omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(C) the opinion of Greenberg Traurig, LLP, "Counsel to the Underwriter," addressed to the Underwriter, dated the date of the Closing, substantially in the form attached hereto as Exhibit B;

(D) a certificate, dated the date of the Closing and signed on behalf of the City by the Mayor, the City Clerk and the Finance Director (or other authorized officer) of the City, to the effect that (I) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the

date of the Closing; (II) there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or body pending or, to their knowledge, threatened in any way affecting the existence of the City or the titles of its officials to their respective positions, or seeking to restrain or to enjoin the sale or delivery of the Obligations, or the levy, collection and pledge of the revenues from the Excise Taxes to be applied to pay all the principal of and interest on the Obligations, or the imposition thereof, or in any way contesting or affecting the validity or enforceability of the Obligations or the City Documents, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the City or its authority with respect to the Obligations or the City Documents; (III) no authority or proceedings for the execution and delivery of the Obligations has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to execute and deliver the Obligations has been filed with or received by any of the signors; and (IV) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing;

(E) a certificate, dated the date of the Closing and signed on behalf of the City by the Finance Director (or other authorized officer) of the City, to the effect that (I) the Preliminary Official Statement and the Final Official Statement do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (II) the financial statements of the City contained in the Final Official Statement fairly present the financial position and results of operations and changes in fund balances of the City as of the dates and for the periods therein set forth and the City has no reason to believe that such financial statements have not been prepared in accordance with generally accepted accounting principles consistently applied; (III) since June 30 of the last fiscal year presented in the audited financial statements of the City included in the Final Official Statement, the City has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in the result of operations or financial condition of the City that is not described in the Final Official Statement, whether or not arising from transactions in the ordinary course of business, nor are there any deficits in any fund of the City except as disclosed in the Final Official Statement; (IV) no event affecting the City has occurred since the date of the Final Official Statement that should be disclosed in the Final Official Statement for the purpose of which it is to be used or which it is necessary to disclose therein with

respect to the City in order to make the information therein in the light of the circumstances under which they were made or set forth not misleading in any material respect; (V) the City is in compliance with the financial requirements included in the City Documents and the agreements related to the Existing Obligations (as defined in the Official Statement) and, other than as contained in the City Documents, there are no incurrence test coverage requirements applicable to the Obligations; and (VI) the City is not in default under any agreements related to the Existing Obligations;

(F) a counterpart original of the Final Official Statement manually executed on behalf of the City by an authorized representative of the City and an executed copy of the Deemed Final Certificate;

(G) specimen Obligations;

(H) a certified copy of the Resolution;

(I) the items required by the Resolution as conditions for execution and delivery of the Obligations;

(J) evidence that the City has caused or will cause to be filed the Report of Bond and Security Issuance Pursuant to Section 35-501(B), Arizona Revised Statutes;

(K) executed copies of the City Documents;

(L) [evidence that _____ (the "Insurer") has issued its municipal bond insurance policy for the Obligations (the "Policy"), as well as appropriate opinions and certificates from the Insurer relating thereto;

(M) evidence that Standard & Poor's Financial Services LLC has issued an underlying rating for the Obligations of "___" and an insured rating for the Obligations of "AA" based on issuance of the Policy, and that Moody's Investors Service, Inc. has issued an underlying rating for the Obligations of "___" (collectively, the "Ratings"), and that the Ratings are then in effect;]

(N) a certificate or certificates, dated the date of the Closing, signed by an authorized representative of the Trustee and the Depository Trustee and in form and substance satisfactory to Special Counsel and the Underwriter, in which such official to the best of his/her knowledge after due investigation states that (i) the representations and warranties of the Trustee and the Depository

Trustee contained in, as applicable, the Trust Agreement, the Agreement and the Depository Trust Agreement are true and correct in all material respects as of the date of the Closing, the Trustee and the Depository Trustee have duly executed and delivered, as applicable, the Trust Agreement, the Agreement and the Depository Trust Agreement and the Trustee and the Depository Trustee have complied with all agreements and satisfied all conditions on their part to be performed or satisfied under the Trust Agreement, the Agreement and the Depository Trust Agreement, as applicable, at or prior to the Closing; and (ii) no litigation is pending or threatened against the Trustee or the Depository Trustee before any judicial, quasi-judicial or administrative forum (A) to restrain or enjoin the performance by the Trustee or the Depository Trustee of their obligations and duties under the Trust Agreement, the Agreement and the Depository Trust Agreement, as applicable, (B) in any way contesting or affecting any authority for, or the validity of, the Obligations, the application of the proceeds of the Obligations or the refunding of the Bonds Being Refunded, or (C) in any way contesting the existence or corporate trust powers of the Trustee or the Depository Trustee, together with evidence of the authority of the Trustee and the Depository Trustee to execute and deliver the Trust Agreement, the Agreement and the Depository Trust Agreement, as applicable, and execute and deliver the Obligations (together with an incumbency certificate);

(O) a verification report of Public Finance Partners LLC (the "Verification Agent"), dated the date of the Closing, relating to the sufficiency of the moneys and government obligations held in trust pursuant to the Depository Trust Agreement for the payment of the Bonds Being Refunded as described under the heading "VERIFICATION OF MATHEMATICAL COMPUTATIONS" in the Official Statement and a written consent of the Verification Agent to the reference made to it in the Official Statement;

(P) a certificate of the Depository Trustee to the effect that moneys or government obligations sufficient to effectuate the refunding of the Bonds Being Refunded have been received and that such moneys and government obligations have been deposited under the Depository Trust Agreement; and

(Q) such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date of this Purchase Agreement and as of the date of the Closing, of the representations, warranties and covenants of the City

contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions of this Purchase Agreement if, but only if, they are in form and substance satisfactory to the Underwriter and Counsel to the Underwriter; provided, however, that acceptance by the Underwriter of the Obligations shall be deemed by the Underwriter to be satisfaction of the foregoing.

7. If the City is unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Obligations contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Obligations are terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement (except the obligations set forth in Section 8(c)) shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder.

8. (a) If the Closing shall take place hereunder, the City shall pay, but solely from the proceeds of the sale of the Obligations: (i) the cost of the preparation and printing of the Resolution, the City Documents, the Preliminary Official Statement and the Final Official Statement (including any amendments or supplements thereto); (ii) the cost of preparation and printing of the Obligations; (iii) the fees and disbursements of Special Counsel and the Verification Agent; (iv) the initial fees and disbursements of the Trustee and the Depository Trustee, provided, however, that the City shall be responsible for all other fees and disbursements of the Trustee and the Depository Trustee; (v) the fees and expenses incurred by the City or the Underwriter for the Ratings [and the Policy]; and (vi) reasonable miscellaneous, normally occurring, "out-of-pocket" expenses incurred by the Underwriter in connection with the execution and delivery and sale of the Obligations, including any meals and travel of City officials paid for by the Underwriter, but not entertainment expenses.

(b) The Underwriter shall pay, if any: (i) all advertising expenses in connection with the public offering of the Obligations; (ii) the fees and disbursements of Counsel to the Underwriter; and (iii) all other expenses incurred by the Underwriter in connection with the Underwriter's public offering and distribution of the Obligations.

(c) If this Purchase Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the City to comply with the terms or to fulfill any of the conditions of this Purchase Agreement, the City shall reimburse the Underwriter for all "out-of-pocket" expenses (including the fees and disbursements of Counsel to the Underwriter) reasonably incurred by the Underwriter in connection with this Purchase Agreement or the offering contemplated hereunder.

9. As required by the provisions of Section 38-511, Arizona Revised Statutes, notice is hereby given that the State, its political subdivisions (including the City) or any department or agency of either may, within three years after its execution, cancel any

contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions, or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This section is not intended to expand or enlarge the rights of the City hereunder except as required by such Section. Each of the parties hereto hereby certifies that it is not presently aware of any violation of such Section which would adversely affect the enforceability of this Purchase Agreement and covenants that it shall take no action which would result in a violation of such Section.

10. (a) Any notice or other communication to be given pursuant to this Purchase Agreement must be given by delivering the same in writing to:

If to the City at:

City of Goodyear, Arizona
190 North Litchfield Road
Goodyear, Arizona 85338
Attention: Finance Director

If to the Underwriter at:

Stifel, Nicolaus & Company, Incorporated
Suite 300
2801 East Camelback Road
Phoenix, Arizona 85016
Attention: Mr. Grant Hamill, Managing Director

(b) This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including the successors or assigns of the Underwriter), and no other person may acquire or have any right hereunder or by virtue of this Purchase Agreement.

(c) All of the representations, warranties, and covenants of the City and the Underwriter contained in this Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter, (ii) delivery of and payment for the Obligations pursuant to this Purchase Agreement, or (iii) termination of this Purchase Agreement.

(d) If any section, paragraph, subdivision, sentence, clause or phrase of this Purchase Agreement shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions of this Purchase Agreement. The parties to this Purchase Agreement declared they would have executed this Purchase Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase of this Purchase Agreement, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Purchase Agreement may be held to be illegal, invalid, or unenforceable. If any provision of this Purchase Agreement contains any ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

(e) This Purchase Agreement expresses the entire understanding and all agreements of the parties to this Purchase Agreement with each other with respect to the subject matter of this Purchase Agreement, and no party to this Purchase Agreement has made or shall be bound by any agreement or any representation to any other party which is not expressly set forth in this Purchase Agreement.

(f) This Purchase Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(g) This Purchase Agreement shall become effective upon the execution of the acceptance of this Purchase Agreement by the undersigned authorized representative of the City and shall be valid and enforceable as of the time of such acceptance.

(h) The electronic signature of a party to this Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format (pdf) or other replicating image attached to an electronic mail or internet message.

[Signature page follows.]

(i) This Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

Very truly yours,

STIFEL NICOLAUS & COMPANY,
INCORPORATED

.....
Grant Hamill, Managing Director

ACCEPTED THIS ..... DAY OF
_____ 2021 at …..….. P.M.

CITY OF GOODYEAR, ARIZONA

By.....
Doug Sandstrom, Finance Director

SCHEDULE

$____,000
CITY OF GOODYEAR, ARIZONA
TAXABLE EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2021

Maturity Dates (July 1)	Principal Amounts	Interest Rates	Yields

No Redemption. The Obligations are not subject to redemption prior to maturity.

EXHIBIT A

FORM OF SUPPLEMENTAL OPINION OF SPECIAL COUNSEL

[LETTERHEAD OF GUST ROSENFELD P.L.C.]

[Date of Closing]

Stifel, Nicolaus & Company, Incorporated
Phoenix, Arizona

[Insurer
New York, New York]

Re: City of Goodyear, Arizona Taxable Excise Tax Revenue Refunding Obligations, Series 2021

WE HAVE ACTED as Special Counsel to the City of Goodyear, Arizona (hereinafter referred to as the "City") in connection with the execution and delivery this date of the City's Taxable Excise Tax Revenue Refunding Obligations, Series 2021, in the aggregate principal amount of $____,000 (hereinafter referred to as the "Obligations") and otherwise as counsel to the City including for purposes relating to the execution and delivery of the "Agreement" as such term is defined in the hereinafter described Obligation Purchase Contract. The Obligations (i) are executed and delivered under the Resolution (as such term is defined in the Obligation Purchase Contract); (ii) are described in an Official Statement, dated _____, 2021 (hereinafter referred to as the "Official Statement"); and (iii) are being sold pursuant to an Obligation Purchase Agreement, dated _____, 2021 (hereinafter referred to as the "Obligation Purchase Contract"), by and between the City and Stifel, Nicolaus & Company, Incorporated (hereinafter referred to as the "Underwriter"). You may rely on our opinion as Special Counsel, dated of even date herewith, with regard to the Obligations as if addressed to you.

IN OUR CAPACITY as Special Counsel, and as counsel as described hereinabove to the City, we have examined and relied upon:

(i) An executed copy of the Agreement;

(ii) An executed copy of the Obligation Purchase Contract;

(iii) An executed copy of the Official Statement;

(iv) A certified copy of the Resolution (which authorized, among other matters, execution and delivery of the Obligation Purchase Contract);

(v) An executed copy of the Trust Agreement for the Obligations, dated as of May 1, 2021 (hereinafter referred to as the "Trust Agreement"), by and between the City and U.S. Bank National Association, as trustee (hereinafter referred to as the "Trustee");

(vi) An executed copy of the Depository Trust Agreement for the Bonds Being Refunded (as such term is defined in the Purchase Contract), dated as of May 1, 2021 (hereinafter referred to, together, as the "Depository Trust Agreement"), by and between the City and U.S. Bank National Association, as depository trustee (hereinafter referred to as the "Depository Trustee");

(vii) An executed copy of the Letter of Representations to The Depository Trust Company (the "DTC Letter");

(viii) An executed copy of the Continuing Disclosure Certificate, dated of even date herewith (collectively with the Obligation Purchase Contract, the Agreement, the Trust Agreement, the Depository Trust Agreement and the DTC Letter hereinafter referred to as the "City Documents");

(ix) Such other agreements, certificates (including particularly, but not by way of limitation, a certificate of the Mayor, the City Clerk and the Finance Director of the City, dated of even date herewith), opinions (including particularly, but not by way of limitation, an opinion of the City Attorney, dated of even date herewith), letters and other documents, including all documents delivered or distributed at the closing of the sale of the Obligations, as we have deemed necessary or appropriate in rendering the opinions set forth herein and

(x) Such provisions of the Constitution and laws of the State of Arizona and the United States of America as we believe necessary to enable us to render the opinions set forth herein.

IN OUR EXAMINATION, we have assumed the authenticity of all documents submitted to us as originals, the conformity to original copies of all documents submitted to us as certified or photostatic copies, the authenticity of the originals of such latter documents and the accuracy of the statements contained in such certificates. In connection with our representation of the City in the capacities described above, we have also participated in conferences from time to time with representatives of and counsel to the City, the Underwriter, the Trustee and the Depository Trustee relating to the Official Statement and the City Documents.

WE ARE OF THE OPINION, based upon the foregoing and subject to the qualifications hereinafter set forth, that under applicable law of the State of Arizona and federal law of the United States of America in force and effect on the date hereof:

1. The City is duly incorporated and validly existing as a municipal corporation and political subdivision under the Constitution and laws of the State of Arizona and has all requisite power and authority thereunder and under its Charter to adopt the Resolution and to enter into and perform its covenants and agreements under the Resolution and the City

Documents; to approve and authorize the use, distribution and execution, as applicable, of the Official Statement and to carry out and consummate all other transactions contemplated by the Resolution, the Official Statement and the City Documents.

2. No consent of any other party, and no consent, license, approval or authorization of, exemption by or registration with any governmental body, authority, bureau or agency (other than those that have been obtained or will be obtained prior to the delivery of the Obligations), is required in connection with the adoption by the City of the Resolution or the authorization, execution and delivery and performance, as applicable, by City of the City Documents and the Obligations and the consummation of the transactions contemplated by the Obligations and the City Documents, provided that we express no opinion on any action required under state securities or "blue sky" laws with respect to the Obligations and the adoption of the Resolution and the execution and delivery by the City of the City Documents and compliance with the provisions of the Resolution and of each of such instruments do not and shall not conflict with or violate any federal or Arizona constitutional or statutory provision.

3. The City has duly (a) adopted the Resolution and (b) authorized (i) the authorization, execution and delivery of, and the performance of its obligations under, the City Documents and the Obligations; (ii) the execution, use and distribution of the Preliminary Official Statement, dated _____, 2021 (hereinafter referred to as the "Preliminary Official Statement"), and the Official Statement; and (iii) the taking of the actions required on the part of the City to carry out, give effect to and consummate the transactions contemplated by the Official Statement, the Resolution, the City Documents and the Obligations. The City has complied with all applicable provisions of law and has taken all actions required to be taken by it to the date hereof in connection with the transactions contemplated by the aforesaid documents, and the Resolution is fully effective under and pursuant to the laws of the State of Arizona and the Charter of the City and is not subject to referendum.

4. The City Documents have been duly authorized, executed and delivered by the City and, assuming due and valid authorization, execution and delivery by the other party thereto, constitute legal, valid and binding obligations of the City enforceable in accordance with their terms.

5. The adoption and approval of the Resolution, the authorization, execution and delivery of the City Documents and the authorization, execution and delivery and sale of the Obligations and compliance with the respective provisions thereof under the circumstances contemplated thereby do not and will not in any material respect conflict with or constitute on the part of the City a breach of or default under any agreement or other instrument to which the City is a party or of the Charter or any existing law, ordinance, administrative regulation, court order or consent decree to which the City is subject.

6. The information contained in the Preliminary Official Statement and the Official Statement in the tax caption on the cover page thereof, under the headings "THE OBLIGATIONS," "SECURITY AND SOURCES OF PAYMENT," "PLAN OF REFUNDING," "LEGAL MATTERS," "TAX MATTERS" and "CONTINUING SECONDARY MARKET DISCLOSURE" (except for any statements concerning compliance by the City with existing continuing disclosure obligations) therein, and in APPENDIX

E - "Form of Opinion of Special Counsel," APPENDIX F - "Form of Continuing Disclosure Certificate" and APPENDIX H - "Summary of Select Provisions of the Trust Agreement and the Agreement" thereto, insofar as such information purports to summarize certain provisions of the Obligations, the Resolution, the City Documents, and federal law and the laws of the State of Arizona, presents a fair and accurate summary of the information which it purports to summarize and the information under the heading "RELATIONSHIP AMONG PARTIES" relating to Special Counsel is correct in all material respects. Otherwise, in connection with our participation in the transaction relating to the Obligations as Special Counsel, we have had no part in the preparation of the information appearing in the Preliminary Official Statement or the Official Statement with respect to the City. In connection with our participation in the preparation of the Preliminary Official Statement and the Official Statement and except as indicated hereinabove, we have not undertaken to determine independently the accuracy, completeness or fairness of the information contained therein. However, on the basis of our participation as Special Counsel in the transaction relating to the Obligations, nothing has come to our attention to lead us to believe that the Preliminary Official Statement or the Official Statement (except for the financial statements and notes thereto and the schedules and other financial or statistical data included therein and in the appendices thereto, as to which we express no opinion) contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

7. It is not necessary in connection with the sale and execution and delivery of the Obligations to the public to register the Obligations under the Securities Act of 1933, as amended, or to qualify the Resolution or the Trust Agreement under the Trust Indenture Act of 1939, as amended.

8. There is no legal requirement to record, re-record, file or re-file any instrument in order to create, perfect, protect and maintain the enforceability of any pledge, lien or security interest granted or assigned by the Trust Agreement.

9. The Bonds Being Refunded have been fully and legally discharged, satisfied and paid, and the pledge of the revenues from the Excise Taxes (as defined in the Official Statement) thereto has been released and satisfied.

Notwithstanding the foregoing, the enforceability of the Obligations by the Underwriter, as the owner of the Obligations, and the validity and enforceability of the Obligation Purchase Contract is subject to all applicable laws regarding conflicts of interest, and we express no opinion with respect to the impact of any such laws on the enforceability of the Obligations by the Underwriter, as owner of the Obligations or the validity or enforceability of the Obligation Purchase Contract.

Respectfully submitted,

EXHIBIT B

FORM OF OPINION OF COUNSEL TO THE UNDERWRITER

[LETTERHEAD OF GREENBERG TRAURIG, LLP]

[Date of Closing]

Stifel, Nicolaus & Company, Incorporated
Phoenix, Arizona

Re: City of Goodyear, Arizona Taxable Excise Tax Revenue Refunding Obligations, Series 2021

We have acted as counsel to you in connection with the purchase by you of the captioned Obligations (the "Obligations"). This opinion is rendered pursuant to the Obligation Purchase Agreement, dated _____, 2021 (the "Obligation Purchase Agreement"), between you and the City of Glendale, Arizona (the "City"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Obligation Purchase Agreement.

As your counsel, we have examined the Preliminary Official Statement, the Official Statement, the Trust Agreement, the Continuing Disclosure Undertaking, the Securities Act of 1933, as amended (the "1933 Act"), the Trust Indenture Act of 1939, as amended (the "1939 Act"), the rules, regulations and interpretations under the 1933 Act and the 1939 Act, and Rule 15c2-12 (the "Rule") prescribed under the Securities Exchange Act of 1934, as amended (the "Act"). In addition, we have examined originals (or copies certified or otherwise identified to our satisfaction) of such other instruments, certificates and documents as we have deemed necessary or appropriate for the purposes of the opinions rendered below. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, we have, when relevant facts were not independently established, relied upon the aforesaid instruments, certificates and other documents.

In providing the statement of belief set forth in the paragraph immediately below, reference is made to the Preliminary Official Statement and the Official Statement. As your counsel, we reviewed the Preliminary Official Statement and the Official Statement and participated in conferences in which the contents of the Preliminary Official Statement and the Official Statement and other matters were discussed. The purpose of our professional engagement was not to establish or to confirm factual matters set forth in the Preliminary Official Statement or in the Official Statement, and we have not undertaken to verify independently any of such factual matters.

Subject to the foregoing, and on the basis of the information we gained in the course of performing the services referred to above, we confirm to you that no facts have come to the attention of the attorneys in our firm rendering legal services in connection with this matter that cause them to believe that the Preliminary Official Statement, as of its date or as of the date of the Obligation Purchase Agreement, or the Official Statement, as of its date or as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, we do not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, nor do we express any belief with respect to any financial and statistical data and forecasts, projections, numbers, estimates, assumptions, and expressions of opinion, [information concerning the Policy and the Insurer,] information concerning The Depository Trust Company and the book-entry system for the Obligations, and information under the heading "TAX MATTERS" and in APPENDIX E – "Form of Opinion of Special Counsel" and APPENDIX H – "Summary of Select Provisions of the Trust Agreement and the Agreement" contained or incorporated by reference in the Preliminary Official Statement or the Official Statement and its Appendices, which we expressly exclude from the scope of this paragraph.

We also have rendered legal advice and assistance to you as to the requirements of the Rule prescribed under the Act, in connection with your review, for purposes of the Rule, of the Continuing Disclosure Undertaking. Based upon our examination of the items referenced in this letter, including the Continuing Disclosure Undertaking and the Rule, and subject to the limitations expressed above, we are of the opinion that, under existing law, the Continuing Disclosure Undertaking satisfies paragraph (b)(5)(i) of the Rule, which requires an undertaking for the benefit of the holders, including beneficial owners, of the Obligations to provide certain annual financial information and event notices at the time and in the manner required by the Rule.

Based upon our examination of the items referenced in this letter, we are further of the opinion that it is not necessary in connection with the sale of the Obligations to the public to register the Obligations under the 1933 Act or to qualify the Trust Agreement under the 1939 Act. For purposes of rendering such opinion, we have relied on the legal conclusions expressed by Gust Rosenfeld P.L.C., as Special Counsel, as to the validity of the Obligations.

We have not investigated independently the accuracy of any legal conclusions upon which we have relied that are expressed by other counsel; however, attorneys in our firm rendering legal services in connection with this matter are not presently aware of any information that leads us to believe that it would be unreasonable to rely upon those legal conclusions.

References in this letter to "attorneys in our firm rendering legal services in connection with this matter" refer only to those attorneys now with this firm who rendered legal services in connection with our representation of you in this matter.

Our engagement with respect to the matters addressed in this letter is concluded upon the delivery of this letter. The views expressed in this letter are as of, and are based upon the law in effect on, the date of this letter. Those views may be affected by actions taken or

omitted or events occurring after the date of this letter, and we assume no obligation to revise or supplement this letter or to determine or to inform any person if such law changes or if any such actions are taken or omitted or any such events occur.

This letter is furnished solely for your benefit in connection with your purchase of the Obligations, and this letter may not, without our prior express consent, be used, circulated, quoted or otherwise referred to (except in lists or sets of closing documents), or be relied upon by any other person or for any other purpose.

Respectfully submitted,

$_____
CITY OF GOODYEAR, ARIZONA
TAXABLE EXCISE TAX REVENUE REFUNDING OBLIGATIONS,
SERIES 2021

CONTINUING DISCLOSURE CERTIFICATE
(CUSIP Base No. _____)

This Continuing Disclosure Certificate (this "*Disclosure Certificate*") is undertaken by the City of Goodyear, Arizona (the "*City*") in connection with the execution and delivery of $_____ in aggregate principal amount of the City's Taxable Excise Tax Revenue Refunding Obligations, Series 2021 (the "*Obligations*"). In consideration of the initial sale, execution and delivery of the Obligations, the City covenants as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is for the benefit of the Obligation Holders (as defined herein) and in order to assist the Participating Underwriter (as defined herein) in complying with the Rule (as defined herein).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form.

"*Dissemination Agent*" shall mean the City or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the United States Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

"*Financial Obligation*" shall mean (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii), except that "*Financial Obligation*" does not include municipal securities as to which a final official statement has been provided to the MSRB.

"*Listed Events*" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Obligation Holder*" shall mean any registered owner or beneficial owner of the Obligations.

"*Official Statement*" shall mean the final official statement dated _____ 2021 relating to the Obligations.

"*Participating Underwriter*" shall mean any of the original underwriters of the Obligations required to comply with the Rule in connection with offering of the Obligations.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*Special Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized Special Counsel as may be selected by the City.

Section 3. **Provision of Annual Reports**.

(a) Commencing February 1, 2022, and by no later than February 1 of each year thereafter (the "*Filing Date*"), the City shall, either directly or by directing the Dissemination Agent to do so, provide an Annual Report to MSRB. The Annual Report shall be provided electronically and in a format prescribed by the MSRB. The Annual Report shall be consistent with the requirements of Section 4 of this Disclosure Certificate and shall include information from the fiscal year ending on the preceding June 30. All documents provided to MSRB shall be accompanied by identifying information prescribed by MSRB. Currently, filings are required to be made with EMMA. Not later than 15 business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than the Filing Date.

(c) If the City's Audited Financial Statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its Audited Financial Statements within 30 days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) Determine the proper electronic filing address of EMMA each year prior to the date(s) for providing the Annual Report and Audited Financial Statements; and

(ii) If the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and, when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within 30 days of receipt thereof by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the following tables of the Official Statement:

- [_____]

(C) In the event of an amendment pursuant to Section 8 hereof not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles and state law requirements as are in effect from time to time. A more complete description of the accounting principles currently followed in the preparation of the City's Audited Financial Statements is contained in Note 1 of the Audited Financial Statements included within the Official Statement. Notice of amendment to the accounting principles shall be sent within 30 days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either directly or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Obligations. The City shall in a timely manner, not in excess of 10 business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;
(vii) Modifications to rights of Obligation Holders, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Obligations, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the City;

(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) The incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Obligation Holders, if material; and

(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) "*Materiality*" will be determined in accordance with the applicable federal securities laws.

Note to Section 5(a)(xii): For the purposes of the event identified in subsection (a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Obligations. Such termination shall not terminate the obligation of the City to give notice of such defeasance or prior redemption.

Section 7. **Dissemination Agent**. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Special Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Obligations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Obligation Holders, as determined by Special Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with EMMA.

Section 10. **Additional Information**. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate any Obligation Holder may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Obligations or the resolution authorizing the Obligations.

Section 12. **Compliance by the City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter, Special Counsel or the City's financial advisor.

Section 13. **Subject to Appropriation**. Pursuant to Arizona law, the City's undertaking to provide information under this Disclosure Certificate is subject to appropriation to cover the costs of preparing and sending the Annual Report and notices of Listed Events to EMMA. Should funds that would enable the City to provide the information required to be disclosed hereunder not be appropriated, then notice of such fact shall, in a timely manner, be sent to EMMA in substantially the form attached as *Exhibit C*.

Section 14. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and Obligation Holders, and shall create no rights in any other person or entity.

Section 15. **Governing Law**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signatures on the following page]

Date: _____, 2021.

CITY OF GOODYEAR, ARIZONA

By _____
Finance Director

[Signature Page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Goodyear, Arizona
Name of Issue: $_____ Excise Tax Revenue Refunding Obligations, Series 2021
Dated Date of Obligations: _____, 2021 Base CUSIP: _____

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Obligations as required by Section 3(a) of the Continuing Disclosure Certificate dated _____, 2021. The City anticipates that the Annual Report for fiscal year ended June 30, _____ will be filed by _____.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By_____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Goodyear, Arizona
Name of Issue: $_____ Excise Tax Revenue Refunding Obligations, Series 2021
Dated Date of Obligations: _____, 2021 Base CUSIP: _____

NOTICE IS HEREBY GIVEN that the City failed to provide its audited financial statements with its Annual Report or, if not available, within 30 days of receipt as required by Section 4(a) of the Continuing Disclosure Certificate dated _____, 2021 with respect to the above-named Obligations. The City anticipates that the audited financial statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By_____
Its _____

[Exhibits to Continuing Disclosure Certificate]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstance shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction

PRELIMINARY OFFICIAL STATEMENT DATED APRIL __, 2021

NEW ISSUE — BOOK ENTRY ONLY **RATINGS: See "Ratings" herein.**

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Special Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the City of Goodyear, Arizona, the portion of each Payment made by the City under the agreement and denominated as an comprising interest income pursuant to the Agreement and received by the owners of the Obligations is exempt from Arizona Income Taxes. Aforementioned interest income on the Obligations is subject to federal income taxes. See "TAX MATTERS" herein.

$25,490,000*
CITY OF GOODYEAR, ARIZONA
TAXABLE EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2021

DRAFT
02-23-21

Dated: Date of Initial Delivery *Due:* July 1, as shown on inside front cover

The $25,490,000* principal amount of Taxable Excise Tax Revenue Refunding Obligations, Series 2021 (the "Obligations") will be executed and delivered to (i) refund in advance of maturity the Bonds Being Refunded (as defined herein), and (ii) pay the costs of execution and delivery of the Obligations. See "PLAN OF REFUNDING" herein.

The Obligations will be dated their date of initial delivery and will be in the form of fully registered securities without coupons, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Obligations. Beneficial interests in the Obligations will be available to purchasers in amounts of $5,000 of principal due on a specific payment date and any integral multiple thereof only under the book-entry-only system maintained by DTC through brokers and dealers who are, or act through, Participants (as defined in APPENDIX D – "Book-Entry-Only System") of DTC. So long as any purchaser is the beneficial owner of an Obligation, such purchaser must maintain an account with a broker or a dealer who is, or acts through, a Participant of DTC to receive payment of principal and interest with respect to such Obligations. See APPENDIX D – "Book-Entry-Only System" herein.

The Obligations will mature on the dates and in the principal amounts and will bear interest from their date at the rates set for on the inside front cover page hereof. Interest on the Obligations will accrue from their dated date and be payable semiannually on January 1 and July 1 of each year, commencing on July 1, 2021*.

See Inside Front Cover for Maturity Schedule and Additional Information

The Obligations will not be subject to redemption prior to maturity. See "THE OBLIGATIONS – No Prior Redemption" herein.

The Obligations will be payable from installment payments ("Payments") to be made by the City of Goodyear, Arizona (the "City") pursuant to an Agreement, to be dated as of ____ 1, 2021*, between the City and U.S. Bank National Association. The Payments will be secured by a first lien pledge of the Excise Taxes (as defined herein). Such pledge will be on parity with certain outstanding obligations secured by a parity pledge of Excise Taxes and any Parity Obligations (as defined herein) that may be incurred in the future. See "SECURITY AND SOURCES OF PAYMENT" herein.

THE OBLIGATIONS WILL BE SPECIAL, LIMITED, REVENUE OBLIGATIONS OF THE CITY AND WILL BE PAYABLE SOLELY FROM THE SOURCES DESCRIBED HEREIN. THE OBLIGATIONS DO NOT CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE CITY, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF AND THE FULL FAITH AND CREDIT OF THE CITY, THE STATE OF ARIZONA OR ANY POLITICAL SUBDIVISION THEREOF IS NOT PLEDGED TO PAY THE PRINCIPAL OF OR INTEREST ON THE OBLIGATIONS.

The Obligations will be offered when, as and if executed and delivered and accepted by the Underwriter identified below (the "Underwriter"), subject to receipt of the approving legal opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Special Counsel, as to validity and tax matters. Certain legal matters will be passed upon for the Underwriter by Greenberg Traurig, LLP, Phoenix, Arizona, counsel to the Underwriter. It is anticipated that the Obligations will be delivered to DTC on or about May __, 2021*.

This cover page contains certain information for convenience of reference only. It is not a summary of material information with respect to the Obligations. Investors must read this entire Official Statement and all appendices to obtain information essential to the making of an informed investment decision with respect to the Obligations.

STIFEL

* Subject to change.

$25,490,000*
CITY OF GOODYEAR, ARIZONA
TAXABLE EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2021

MATURITY SCHEDULE

Maturity (July 1)	Principal Amount	Interest Rate	Yield	CUSIP® (a) (Base No. _____)
2021	$ 740,000	%	%	
2022	515,000			
2023	4,770,000			
2024	4,810,000			
2025	4,840,000			
2026	4,880,000			
2027	4,935,000			

(a) CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright© 2021 CGS. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Financial Advisor, the Trustee, the Underwriter (each as defined herein) or their agents or counsel assume responsibility for the accuracy of such numbers.

* Subject to change.

CITY OF GOODYEAR, ARIZONA

CITY COUNCIL

Georgia Lord, *Mayor*
Bill Stipp, *Vice Mayor*
Joe Pizzillo, *Councilmember*
Sheri Lauritano, *Councilmember*
Wally Campbell, *Councilmember*
Brannon Hampton, *Councilmember*
Laura Kaino, *Councilmember*

CITY ADMINISTRATIVE OFFICERS

Julie Arendall, *City Manager*
Wynette Reed, *Deputy City Manager*
Dan Cotterman, *Deputy City Manager*
Doug Sandstrom, *Finance Director*
Roric Massey, *City Attorney*
Darcie McCracken, *City Clerk*

SPECIAL COUNSEL

Gust Rosenfeld P.L.C.
Phoenix, Arizona

FINANCIAL ADVISOR

Hilltop Securities Inc.
Phoenix, Arizona

TRUSTEE AND DEPOSITORY TRUSTEE

U.S. Bank National Association
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

This Official Statement, which includes the cover page, inside front cover page hereof and appendices hereto, does not constitute an offering of any security other than of the City of Goodyear, Arizona (the "City"), Taxable Excise Tax Revenue Refunding Obligations, Series 2021 (the "Obligations"). This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall be no sale of the Obligations by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale.

The information set forth herein has been provided by representatives of the City, the Maricopa County Assessor's, Finance and Treasurer's offices, the State of Arizona Department of Revenue, and other sources that are considered to be reliable and customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the City or Hilltop Securities Inc., serving as the financial advisor to the City (the "Financial Advisor") or Stifel, Nicolaus & Company, Incorporated (the "Underwriter"). The presentation of information, including tables of receipts from taxes and other revenue sources, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No person, including any broker, dealer or salesman has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the City. All estimates and assumptions contained herein have been based on the latest information available and are believed to be reliable, but no representations are made that such estimates and assumptions are correct or will be realized. All beliefs, assumptions, estimates, projections, forecasts and matters of opinion contained herein are forward looking statements that must be read with an abundance of caution and which may not be realized or may not occur in the future. The information and any expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or any of the other parties or matters described herein since the date hereof.

The Obligations will not be registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon the exemptions provided thereunder pertaining to the issuance and sale of municipal securities, nor will the Obligations be qualified under the Securities Act of Arizona in reliance upon various exemptions contained in such act. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Obligations for sale.

The Underwriter has provided the following sentence for inclusion herein: The Underwriter has reviewed the information in this Official Statement in accordance with and as part of its responsibilities with respect to this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The City, the Financial Advisor, the Underwriter, counsel to the Underwriter, and Special Counsel (as defined herein) are not actuaries, nor have any of them performed any actuarial or other analysis of the City's unfunded liabilities under the Arizona State Retirement System or the Arizona Public Safety Personnel Retirement System.

The City will covenant to provide continuing disclosure as described in this Official Statement under the heading "CONTINUING SECONDARY MARKET DISCLOSURE" and in APPENDIX F – "Form of Continuing Disclosure Certificate," pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission.

A wide variety of information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

IN CONNECTION WITH THE OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE OBLIGATIONS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE OBLIGATIONS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE FRONT COVER PAGE HEREOF AND SUCH PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

TABLE OF CONTENTS

INTRODUCTORY STATEMENT 1
THE OBLIGATIONS 1
Authorization and Purpose 1
Other Expected Debt Offering 2
General Provisions 2
No Prior Redemption 2
SECURITY AND SOURCES OF PAYMENT 3
General 3
Additional Parity Obligations 3
Covenant to Maintain Debt Service Coverage 3
Excise Tax Receipts 4
PLAN OF REFUNDING 4
Bonds Being Refunded 4
VERIFICATION OF MATHEMATICAL COMPUTATIONS 5
SOURCES AND USES OF FUNDS 5
ESTIMATED DEBT SERVICE REQUIREMENTS AND COVERAGE 6
OBLIGATION HOLDERS' RISKS 7
Excise Taxes and Economic Conditions in the City and the State 7
Legislative Ability to Eliminate or Reduce State-Shared Sales Taxes and Income Taxes 7
Legislative Changes Regarding State-Shared Revenues 7
Legislative Changes Regarding Certain Limitations on the Taxation of Services 8
Risks Related to COVID-19 (Coronavirus) 8
RATINGS 9
LITIGATION 9
LEGAL MATTERS 9
TAX MATTERS 10
Original Issue Discount of Obligations 10
Obligations Purchased at a Premium 11
Disposition of Obligations 11
Defeasance 11
Information Reporting and Backup Withholding 12
Non-U.S. Owners 12
Circular 230 12
UNDERWRITING 12
CONTINUING SECONDARY MARKET DISCLOSURE 12
RELATIONSHIP AMONG PARTIES 13
FINANCIAL ADVISOR 13
FINANCIAL STATEMENTS 13
CONCLUDING STATEMENT 13

APPENDIX A – City of Goodyear, Arizona – General Economic and Demographic Information
APPENDIX B – City of Goodyear, Arizona – Financial Data
APPENDIX C – City of Goodyear, Arizona– Audited Financial Statements for the Year Ended June 30, 2020
APPENDIX D – Book-Entry-Only System
APPENDIX E – Form of Opinion of Special Counsel
APPENDIX F – Form of Continuing Disclosure Certificate
APPENDIX G – Excise Taxes
APPENDIX H – Summary of Select Provisions of the Trust Agreement and the Agreement

[THIS PAGE LEFT INTENTIONALLY BLANK]

OFFICIAL STATEMENT

$25,490,000*
CITY OF GOODYEAR, ARIZONA
TAXABLE EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2021

INTRODUCTORY STATEMENT

This Official Statement, which includes the cover page, inside front cover page hereof and appendices hereto has been prepared by the City of Goodyear, Arizona (the "City"), in connection with the original issuance of $25,490,000* principal amount of its Taxable Excise Tax Revenue Refunding Obligations, Series 2021 (the "Obligations"). Certain information concerning the authorization, purpose, terms, conditions of sale, security for and sources of payment of the Obligations is set forth in this Official Statement. See APPENDICES A, B and C for certain information relative to the City.

All financial and other information presented in this Official Statement has been provided by, among others, representatives of the City from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position, results of operations, or other affairs of the City. No representation is made that past experience, as shown by such financial or other information, will necessarily continue or be repeated in the future.

Reference to provisions of Arizona law, whether codified in the Arizona Revised Statutes ("A.R.S.") or uncodified, or of the Arizona Constitution, are references to those provisions in their current form. Those provisions may be amended, repealed or supplemented.

As used in this Official Statement, "County" means Maricopa County, Arizona and "State" or "Arizona" means the State of Arizona.

A brief description of the security for the Obligations is included in this Official Statement together with a summary of select provisions of the Trust Agreement and the Agreement (each as defined herein). Such descriptions do not purport to be comprehensive or definitive. All references to the Agreement and the Trust Agreement are qualified in their entirety by reference to such documents, and references herein to the Obligations are qualified in their entirety by reference to the form thereof included in the Trust Agreement, copies of all of which are available for inspection at the designated corporate trust office of the Trustee (as defined herein).

THE OBLIGATIONS

Authorization and Purpose

The Obligations will be payable solely from installment payments (the "Payments") to be made by the City pursuant to an Agreement, to be dated as of ____ 1, 2021* (the "Agreement"), between the City, as buyer, and the Trustee, in its capacity as seller. The Obligations will be executed and delivered pursuant to a Trust Agreement, to be dated as of ___ 1, 2021* (the "Trust Agreement"), between the City and the Trustee.

All of the Trustee's interest under the Agreement, including, without limitation, the right to receive and collect the Payments and the right to enforce the payment of the Payments, will be held by the Trustee for the benefit of the registered owners of the Obligations. See APPENDIX H – "Summary of Select Provisions of the Trust Agreement and Agreement" herein.

The Payments to be made by the City under the Agreement will be payable from and secured by a first lien on the Excise Taxes (as hereinafter defined) received by the City. This pledge will be on a parity with the City's pledge of Excise Taxes made in connection with the City of Goodyear, Arizona Public Improvement Corporation (the "PIC") Municipal Facilities Revenue Refunding Bonds, Series 2016A, currently outstanding in the aggregate principal amount of $34,480,000 (the "2016A Bonds") and the PIC Municipal Facilities Revenue Refunding Bonds, Series 2016B, currently outstanding in the aggregate principal amount of $23,885,0000 (the "2016B Bonds," and collectively with the 2016A Bonds, the "Existing Parity Obligations"), and any additional obligations issued on a parity basis in the future ("Additional Parity Obligations" and, together with the Obligations and the Existing Parity Obligations, the "Parity Obligations"). As shown under the

* Subject to change.

heading "PLAN OF REFUNDING," on the date of delivery of the Obligations, the PIC Municipal Facilities Revenue Refunding Bonds, Series 2011A (the "2011A Bonds") will be defeased and no longer secured by a pledge of the Excise Taxes.

The City has made a subordinate pledge of the Excise Taxes in connection with the PIC Municipal Facilities Revenue Bonds, Taxable Series 2017 (the "Existing Subordinate Obligations" and, together with the Existing Parity Obligations, the "Existing Obligations"), currently outstanding in the aggregate principal amount of $7,825,000. See "SECURITY AND SOURCES OF PAYMENT" for a more complete description of the foregoing as well as a description of the circumstances pursuant to which such Excise Taxes may be further encumbered in the future. See also "CITY OF GOODYEAR, ARIZONA – FINANCIAL DATA – Excise Tax Obligations Outstanding and to Be Outstanding" in APPENDIX B.

The Obligations are to be executed and delivered for the purpose of providing funds to (i) refund in advance of maturity the Bonds Being Refunded (as defined herein), and (ii) pay the costs of execution and delivery of the Obligations.

Other Expected Debt Offering

In addition to the Obligations, the City expects to offer approximately $43,075,000* General Obligation Bonds, Series 2021 (the "2021 General Obligation Bonds") concurrently with the Obligations, pursuant to a separate official statement.

General Provisions

The Obligations will be dated the date of initial delivery, and will bear interest from such date payable initially on July 1, 2021*, and semiannually thereafter on January 1 and July 1 of each year (each an "Interest Payment Date") until maturity. The Obligations will mature on the dates and in the principal amounts and will bear interest at the rates set forth on the inside front cover page of this Official Statement.

Initially, the Obligations will be administered under a book-entry-only system (the "Book-Entry-Only System") by The Depository Trust Company, a registered securities depository ("DTC"). Unless and until the Book-Entry-Only System is discontinued, the Obligations will be registered in the name of Cede & Co., as nominee of DTC. Beneficial interests in the Obligations will be offered for sale in the amount of $5,000 of principal due on a specific maturity date and integral multiples thereof, and payments of principal of and interest on the Obligations will be made to DTC and, in turn, through participants in the DTC system. See APPENDIX D – "Book-Entry-Only System."

SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE OBLIGATIONS, REFERENCES IN THIS OFFICIAL STATEMENT TO THE REGISTERED OWNERS OF THE OBLIGATIONS, EXCEPT THOSE UNDER THE HEADING "TAX MATTERS" WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS OF THE OBLIGATIONS.

U.S. Bank National Association will act as the initial trustee under the Trust Agreement (the "Trustee"). The City may change the Trustee at any time as provided in the Trust Agreement.

If the Book-Entry-Only System is discontinued, interest on the Obligations will be payable by check drawn on the Trustee and mailed on or prior to each Interest Payment Date to the registered owners of the Obligations at the addresses shown on the books of the register as of the 15th day of the month preceding an Interest Payment Date (the "Record Date"), unless such date is not a Business Day as defined in the Trust Agreement, in which event the Record Date shall be the previous Business Day. Principal of the Obligations will then be payable at maturity upon presentation and surrender on the Obligations to the designated corporate trust office of the Trustee. Additionally, if the Book-Entry-Only System is discontinued, payment of interest may also be made by wire transfer upon 20 days prior written request delivered to the Trustee specifying a wire transfer address in the continental United States by any owner of at least $1,000,000 aggregate principal amount of the Obligations. Interest will be computed on the basis of a year comprised of 360 days consisting of 12 months of 30 days each.

No Prior Redemption

The Obligations will not be subject to call for redemption prior to maturity.

* Subject to change.

SECURITY AND SOURCES OF PAYMENT

General

The Obligations will be special revenue obligations of the City, payable solely from the Payments to be paid by the City, as buyer, to the Trustee, as seller, pursuant to the Agreement. The Trustee will hold its right, title and interest in the Agreement in trust for the benefit of the owners of the Obligations pursuant to the Trust Agreement. The Obligations, the Agreement and the obligation to make the Payments do not represent or constitute a general obligation of the City, the State of Arizona or any of its political subdivisions.

Under the terms of the Trust Agreement, the Obligations are payable by the Trustee from the Payments received by the Trustee from the City under the Agreement, certain amounts from time to time deposited in the funds created under the Trust Agreement, and investment earnings on such funds. See APPENDIX H – "Summary of Select Provisions of the Trust Agreement and the Agreement."

The Payments to be made by the City will be secured by a pledge of the Excise Taxes, on a first lien basis. The pledge of the Excise Taxes is on a parity pledge with the Existing Parity Obligations.

"Excise Taxes" shall mean all amounts received from the imposition of unrestricted fines and forfeitures, license and permit fees, transaction privilege (sales) taxes, other transaction privilege, excise and business taxes, franchise fees and taxes, bed and rental taxes which the City now or in the future imposes and collects, and all state shared sales and income taxes and state revenue-sharing collected and allocated or apportioned, now or hereafter, to the City by the State or any political subdivision thereof, or by any other governmental unit or agency and which are not required by State law, rule or regulation to be expended for other purposes, such as the motor vehicle fuel tax. Excise Taxes shall not include revenue from development fees or building permit fees. The City may impose taxes, license and permit fees for restricted purposes, the revenues from which will not be Excise Taxes and will not be pledged to the payment of the amounts due pursuant to the Agreement.

For a description of the City revenues comprising the Excise Taxes, and for a record of the City's recent tax collection experience for each component of the Excise Taxes, see "SECURITY AND SOURCES OF PAYMENT – Excise Tax Receipts" below and APPENDIX G – "Excise Taxes."

Additional Parity Obligations

In the Trust Agreement and the Agreement, the City covenants and agrees that, so long as any of the Obligations remain outstanding and the principal and interest thereon shall be unpaid or unprovided for, neither the Trustee nor the City will further encumber the Excise Taxes on a parity basis unless the Excise Taxes collected in the next preceding fiscal year of the City (currently ending each June 30) shall have amounted to at least two times the combined Debt Service (as defined below) requirements for any succeeding fiscal year for all Parity Obligations then Outstanding (as defined in APPENDIX H), including the Additional Parity Obligations proposed to be secured by a pledge of the Excise Taxes. Subject to the foregoing and the other terms and conditions of the Agreement, the City shall have the right to incur future obligations payable from and secured by the Excise Taxes on parity with the Obligations.

"Debt Service" means with respect to any Parity Obligations, as of any date of calculation and with respect to any period, the sum of (i) the interest falling due during such period (except to the extent that such interest is payable from proceeds of Parity Obligations or other amounts set aside for such purpose at the time Parity Obligations are incurred), and (ii) the principal (or mandatory sinking fund or installment purchase price or lease rental or similar) payments or deposits required with respect to such Parity Obligations during such period; such sum to be computed on the assumption that no portion of such Parity Obligations shall cease to be Outstanding during such period except by reason of the application of such scheduled payments.

Covenant to Maintain Debt Service Coverage

In the Agreement, the City covenants and agrees that the Excise Taxes it presently imposes will continue to be imposed in each fiscal year so that the amount of Excise Taxes, all within and for such fiscal year of the City, shall be equal to at least two times the total Debt Service for all Parity Obligations then Outstanding in such fiscal year. The City further covenants and agrees that if such receipts for any such fiscal year shall not equal two times such Debt Service for such fiscal year, or if at any time it appears that the current fiscal year's receipts will not be sufficient to meet such fiscal year's actual Debt Service, the City will either impose new Excise Taxes or will increase the rates of such taxes currently imposed in order that (i) the current fiscal year's receipts will be sufficient to meet all such fiscal year's Debt Service requirements and (ii)

the next succeeding fiscal year's receipts will be equal to at least two times the next succeeding fiscal year's Debt Service requirements. See "ESTIMATED DEBT SERVICE REQUIREMENTS AND COVERAGE" herein.

Excise Tax Receipts

The City's Excise Taxes are currently levied at the maximum rate. Accordingly, any additional increase in the Excise Tax rate would require voter approval and be subject to any legal and constitutional restrictions.

The following table contains a list of the sources of City revenues that comprise Excise Taxes, as well as a record of the respective actual amounts of such revenues received by the City for the most recent five audited Fiscal Years for which such information is available. For descriptions of the City's revenue components comprising the Excise Taxes, see APPENDIX G – "Excise Taxes." Also, see APPENDIX A for certain economic and demographic information about the City.

City of Goodyear, Arizona
Excise Taxes
Receipts by Revenue Source (a)

	2015/16	2016/17	2017/18	2018/19	2019/20
City Transaction Privilege (Sales Tax)	$49,309,600	$52,085,570	$58,831,503	$64,940,363	$89,722,744
State-Shared Sales Tax	6,258,721	7,217,395	7,151,224	8,121,305	8,558,218
State-Shared Income Tax	7,859,101	9,665,448	9,613,508	9,670,794	10,711,765
State-Shared Vehicle License Tax	2,729,966	3,106,615	3,202,962	3,452,313	3,515,873
Fines and Forfeitures	839,108	925,314	1,044,317	1,044,516	869,101
Franchise Tax	2,832,759	2,941,175	3,181,840	3,274,113	3,207,164
Total Revenues	$69,829,255	$75,941,517	$83,025,354	$90,503,404	$116,584,865

(a) This table has not been the subject of any separate audit procedures.

PLAN OF REFUNDING

A portion of the proceeds of the Obligations, together with cash contribution from the City, will be placed in an irrevocable depository trust with the Depository Trustee (as defined in Appendix H) under the Depository Trust Agreement (as defined herein). Such funds will be used to acquire noncallable obligations issued or guaranteed by the United States of America (the "Government Obligations"), the principal of and interest on which, when due, are calculated to be sufficient to provide moneys to pay the principal of and interest due on the Bonds Being Refunded (defined below). See "VERIFICATION OF MATHEMATICAL COMPUTATIONS."

The Government Obligations will be held by the Depository Trustee in trust for the payment of such principal of, and interest on the Bonds Being Refunded, pursuant to the terms of a Depository Trust Agreement related to the Obligations, by and between the City and the Depository Trustee to be dated ____ 1, 2021 (the "Depository Trust Agreement").

Bonds Being Refunded

The stated maturity dates, principal amounts outstanding and to be redeemed, redemption dates, redemption prices and CUSIP numbers of the 2011A Bonds refunded by Obligations (the "Bonds Being Refunded"), are set forth in the following table:

Refunded Issue *	Maturity Date (July 1)	Principal Amount Outstanding	Amount Being Refunded *	Redemption or Maturity Date (July 1) *	Redemption Price	CUSIP® (a) No. (Base No. 382512)
2011A Bonds	2021	$ 255,000	$ 255,000	2021	N/A	DM0
	2023	4,250,000	4,250,000	2022	100%	DN8
	2024	4,470,000	4,470,000	2022	100	DP3
	2025	4,700,000	4,700,000	2022	100	DQ1
	2026	4,925,000	4,925,000	2022	100	DR9
	2027	5,170,000	5,170,000	2022	100	DS7
		$23,770,000	$23,770,000			

(a) CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services ("CGS") is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright© 2021 CGS. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Financial Advisor (as defined herein), the Underwriter (as defined herein) or their agents or counsel assume responsibility for the accuracy of such numbers.

See "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein. On delivery of the Obligations and the deposit of the proceeds with the Depository Trustee, the Bonds Being Refunded will no longer be Outstanding under the documents pursuant to which they were issued (and will no longer be secured by a pledge of the Excise Taxes).

VERIFICATION OF MATHEMATICAL COMPUTATIONS

Public Finance Partners LLC will deliver to the City, on or before the delivery date of the Obligations, its verification report indicating that it has verified the mathematical accuracy of the mathematical computations of the adequacy of the cash and the maturing principal of and interest on the Government Obligations, to pay, when due, the maturing principal of, interest on and related call premium requirements, if any, of the Bonds Being Refunded.

Public Finance Partners LLC relied on the accuracy, completeness and reliability of all information provided to it by, and on all decisions and approvals of, the City. In addition, Public Finance Partners LLC has relied on any information provided to it by the City's retained advisors, consultants or legal counsel.

SOURCES AND USES OF FUNDS

Sources of Funds	
Principal Amount of the Obligations	$25,490,000.00 *
City Contribution	
[Net] Original Issue Premium [(a)]	
Total Sources of Funds	$
Uses of Funds	
Trust Account	
Delivery Costs Fund (b)	
Total Uses of Funds	$

(a) [Net original issue premium consists of original issue premium on the Obligations less original issue discount on the Obligations.]

(b) Includes compensation of the Underwriter and certain costs incurred by the City in connection with the execution and delivery of the Obligations.

* Subject to change.

ESTIMATED DEBT SERVICE REQUIREMENTS AND COVERAGE (a)

The table below sets forth (i) the annual debt service requirements of the Existing Subordinate Obligations, (ii) the annual debt service requirements of the Existing Parity Obligations, (iii) the estimated annual debt service requirements of the Obligations, (iv) the City's estimated combined annual debt service requirements after issuance of the Obligations, (v) the estimated debt service coverage ratio for the Parity Obligations and (vi) the estimated debt service coverage ratio for such combined estimated annual debt service requirements.

City of Goodyear, Arizona
Existing Subordinate Obligations, Existing Parity Obligations and Obligations
Estimated Debt Service Requirements

			The Obligations *				
Period Ending (07-01)	Existing Subordinate Obligations	Existing Parity Obligations	Principal	Interest (b)	Estimated Combined Annual Debt Service *	Estimated Parity Obligation Debt Service Coverage (c)	Estimated Combined Debt Service Coverage (d)*
2021	$1,269,008	$7,753,350	$ 740,000	$135,920	$ 9,898,278	13.51x	11.78x
2022	1,270,577	8,017,100	510,000	989,800	10,787,477	12.25x	10.81x
2023	1,270,987	3,764,850	4,760,000	969,400	10,765,237		
2024	1,270,239	3,756,100	4,805,000	779,000	10,610,339		
2025	1,273,333	3,763,600	4,840,000	586,800	10,463,733		
2026	1,270,102	3,771,350	4,885,000	393,200	10,319,652		
2027	1,270,713	3,774,100	4,945,000	197,800	10,187,613		
2028		9,151,850			9,151,850		
2029		9,150,600			9,150,600		
2030		9,150,600			9,150,600		
2031		9,148,800			9,148,800		
2032		6,138,800			6,138,800		
			$25,485,000		$115,772,979		

(a) Prepared by the Financial Advisor.

(b) The first interest payment on the Obligations is due on July 1, 2021*. Thereafter, interest payments will be made semiannually on January 1 and July 1, until maturity. Interest is estimated at 4.00%.

(c) Parity Obligation Debt Service Coverage is computed using the audited Excise Taxes of $116,584,865 for Fiscal Year 2019/20. See "EXCISE TAX RECEIPTS." The Fiscal Year 2019/20 Excise Taxes provide coverage of approximately 13.51x for the total annual debt service requirement in Fiscal Year 2021/22 and approximately 12.25x for the maximum annual debt service in Fiscal Year 2022/23 payable on the Existing Parity Obligations and the Obligations.

(d) Combined Debt Service Coverage is computed using the audited Excise Taxes of $116,584,865 for Fiscal Year 2019/20. See "EXCISE TAX RECEIPTS." The Fiscal Year 2019/20 Excise Taxes provide coverage of approximately 11.78x for the total annual debt service requirement in Fiscal Year 2021/22 and approximately 10.81x for the maximum annual debt service in Fiscal Year 2022/23 payable on the Existing Subordinate Obligations, the Existing Parity Obligations and the Obligations.

* Subject to change.

OBLIGATION HOLDERS' RISKS

The discussion herein of risks to the owners of the Obligations is not intended as dispositive, comprehensive or definitive, but rather is to summarize certain matters that could affect payment on the Obligations. Other sections of this Official Statement, as cited herein, should be referred to for a more detailed description of risks described in this section, which descriptions are qualified by reference to any documents discussed therein.

Excise Taxes and Economic Conditions in the City and the State

The Obligations are payable from the Payments by the City to the Trustee pursuant to the Agreement and may be paid, at the option of the City, from revenues from the water and wastewater utility system of the City or from any other lawful source. Such revenues are **not** pledged to the Payments and, if commenced, such use of such revenues may be discontinued at any time by the City.

Legislative Ability to Eliminate or Reduce State-Shared Sales Taxes and Income Taxes

The State has shared transaction privilege tax receipts with Arizona cities and towns continuously since 1942 and shared income tax receipts continuously since 1972. However, the State Legislature may eliminate State-shared sales and income taxes and any other State-shared revenues, may change the amount and timing of State-shared sales and income taxes and any other State-shared revenues and is under no legal obligation to maintain the amount of State-shared sales and income taxes or any other State-shared revenues distributed to the City at any amount or level. Accordingly, the City is unable to maintain its State-shared sales and income taxes at any particular level for payment of the Obligations and other outstanding obligations. See "SECURITY AND SOURCES OF PAYMENT– Covenant to Maintain Debt Service Coverage" regarding the City's covenants to maintain overall Excise Tax receipts at certain levels.

From time to time, bills are introduced in the Arizona Legislature to make changes to the formulas used to allot State-shared sales taxes and State revenue sharing or other potential changes, such as those described in the following paragraph. The possibility of changes in this regard are more likely to be adverse to the City when the State is experiencing financial difficulties. The City cannot determine whether any such measures will become law or how they might affect the revenues that comprise the Excise Taxes. In addition, initiative measures are circulated from time to time seeking to place on the ballot changes in Arizona law that repeal or modify State sales taxes and State income taxes (the major sources of funds for State revenue sharing). The City cannot predict if any such initiative measures will ever actually be submitted to the electors, what form the measures might take or the outcome of any such election.

Legislative Changes Regarding State-Shared Revenues

Beginning Fiscal Year 2017/18, State-shared revenues were re-allocated annually using the most recent population estimates of the U.S. Census Bureau. Previously, these revenues were allocated either using a mid-decade or decade census. This new approach provides a more timely allocation of State-shared Revenues.

Legislation currently in effect ("SB 1487"), permits to the State to withhold certain State-shared revenues from a city, town or county (a "Local Jurisdiction") if such Local Jurisdiction has passed an ordinance, regulation or other official action (a "Local Enactment") that violates State law or the State constitution, in the determination of the State Attorney General. Under SB 1487, any member of the State Legislature may ask the State Attorney General to investigate a Local Enactment. On being notified of a determination by the State Attorney General, the Local Jurisdiction will have 30 days to resolve the violation as determined by the State Attorney General, or if not, the State Attorney General is required to notify the State Treasurer to withhold State-shared sales taxes and State-shared income taxes from such Local Jurisdiction until the State Attorney General determines that no violation of State law exists. In withholding any such distributions of such State-shared revenues, the State Treasurer may not withhold any amount that the affected Local Jurisdiction certifies to the State Attorney General and the State Treasurer as being necessary to make any required deposits or payments for debt service on bonds or other long-term obligations of such Local Jurisdiction that were issued or incurred before committing the violation.

The City is not aware of any current or proposed Local Enactment of the City that would potentially violate State law. If the City received a determination that an adopted Local Enactment violated State law in the determination of the State Attorney General, the City expects it would take whatever actions may be necessary to address the issue within the 30 day period permitted by SB 1487. Such actions would include notifying the State Attorney General and the State Treasurer of the amounts of State-shared income taxes necessary to make required deposits or debt service payments on

the City's long-term obligations secured by such funds or incurred before the violation occurred and which could not be withheld.

In January 2017, the Arizona Department of Revenue ("ADOR") became the single point of administration for licensing, filing and payment of all State, county and municipal transaction privilege taxes. ADOR maintains and administers a single online portal so that taxpayers can pay all State, county or municipal transaction privilege taxes online. The City began receiving remittances of transaction privilege taxes from ADOR in February 2017, and weekly thereafter.

The law allows ADOR, subject to statutory guidelines, to disclose confidential information related to transaction privilege taxes collected by the department from any jurisdiction to any county, city, or town official if it relates to a taxpayer who is subject to an ADOR audit. The law stipulates that taxpayers are subject to a single audit, eliminating possible subsequent or joint audits by cities and towns. The law also stipulates a variety of requirements for the audit, most of which generally require ADOR's active involvement. The law has not had a significant impact on the administration, collection or enforcement of the City's transaction privilege taxes or amounts to be collected therefrom.

Legislative Changes Regarding Certain Limitations on the Taxation of Services

Certain limitations exist on the City's ability to levy or increase City transaction privilege (sales) tax on certain business activities. Proposition 126, approved by Arizona voters at the November 6, 2018, general election, added Article IX, Section 25 to the Arizona Constitution, which now provides: "The state, any county, city, town, municipal corporation, or other political subdivision of the state … shall not impose or increase any sales tax, transaction privilege tax, luxury tax, excise tax, use tax, or any other transaction-based tax, fee, stamp requirement or assessment on … any service performed in this state." Article IX, Section 25's prohibition on the taxation of services applies only to a tax or tax increase imposed after December 31, 2017. Because Proposition 126 does not define "service," the scope of the Article IX, Section 25 prohibition on the taxation of services is uncertain and remains subject to legislative and judicial interpretation.

Risks Related to COVID-19 (Coronavirus)

The outbreak of a novel strain of coronavirus and spread of Coronavirus Disease 2019 ("COVID-19"), which has been designated a global pandemic by the World Health Organization, is negatively impacting local, state and global economies, as governments, businesses, and citizens react to, plan for, and try to prevent or slow further transmission of the virus. Financial markets, including the stock markets in the United States and globally, have seen significant recent volatility and declines attributed to COVID-19 concerns. On March 11, 2020, as part of the State's response to address the outbreak, Arizona Governor, Doug Ducey (the "Governor"), declared a state of emergency. On March 13, 2020, President Donald Trump declared a national emergency, freeing up funding for federal assistance to state and local governments. Following the expiration on May 15, 2020, of a six week stay home Executive Order, the State currently operates under the "Stay Healthy, Return Smarter, Return Stronger" Executive Order (the "Stay Healthy Order") (subject to further directives included in subsequent orders including those described below). The Stay Healthy Order promotes physical distancing, while encouraging social connectedness and allows businesses to open in compliance with federal guidelines as the State continues to attempt to limit the spread of COVID-19. Additionally, the Stay Healthy Order encourages vulnerable individuals to minimize their time away from home. On June 17, 2020, the Governor announced enhanced actions and issued an Executive Order 2020-40 (Continuing Arizona Mitigation Efforts) regarding testing, contact tracing, securing personal protective equipment (PPE), permitting local jurisdictions to adopt face covering policies and additional guidance for businesses.

On June 29, 2020, additional executive orders by the Governor provided limitations on large gatherings; pausing until July 27, 2020, the operations of bars, gyms, movie theatres, water parks, and tubing rentals; and delaying the start of in-person K-12 education until August 17, 2020. On July 9, 2020, Executive Order 2020-47 (Limiting Indoor Dining), further limited indoor dining at restaurants to less than 50% occupancy and Executive Order 2020-48 (Slowing the Spread of COVID-19) enhanced reporting requirements of COVID-19 patients and other data in hospitals, nursing homes, long-term care facilities and other medical facilities, ensuring hospital bed capacity and appropriate hospital staffing, and extended insurance coverage for COVID-19 treatment. As of July 23, 2020, the order pausing operations of the previously-specified activities has been extended, subject to a rolling two week review. While this order continues in effect, impacted business are allowed to apply for reopening with the State Department of Health Services as further described below.

On August 10, 2020, the State announced a rating system that allows businesses to partially reopen in counties where the spread of COVID-19 is deemed "moderate" or "minimal." Businesses in counties rated "substantial" may apply to the State Department of Health Services to reopen. Businesses in counties rated "moderate" are not required to apply to reopen; provided, however, that businesses must still complete a filing with the State Department of Health Services declaring that the business will comply with rules set by the State Department of Health Services for operating in the pandemic. The rules determined by the State Department of Health Services vary depending on the type of business. Once a business completes this filing with the State Department of Health Services, it may reopen without further approval from the State, but may be subject to closure or other enforcement if found to be violating the rules set by the State Department of Health Services. In accordance with the State Department of Health Services Emergency Measure 2020-02 (Slowing the Spread of COVID-19: Phased Reopening), the State Department of Health Services bases the rating of each county on benchmarks reporting the (i) number of new cases per 100,000 residents, (ii) testing percent positivity, and (iii) percent of COVID-like illness. If the benchmarks increase from a lower category to a higher category for 14 consecutive days, businesses are required to comply with rules applicable to the higher category.

Potential Impact on the City. While the City does not currently anticipate a material effect on the collection of Excise Taxes, which is the security and source of payment of principal and interest due on the Obligations, should adverse economic conditions lead to a significant decrease in local business activity or tourism in the City, Excise Tax collections within the City could be adversely affected.

The City cannot predict how the spread of COVID-19, the Stay Healthy Order, or the various governmental or private actions taken in response thereto will affect its finances or operations, including the collection of Excise Taxes. The City cannot predict (i) the duration or extent of the COVID-19 pandemic; (ii) what effect the COVID-19 pandemic will continue to have on global, national, and local economies; (iii) the impact the COVID-19 pandemic will have on the property within the City, or (iv) what federal, state and local relief, if any, may become available in addition to the Coronavirus Aid, Relief, and Economic Security (CARES) Act passed by the United States Congress on March 26, 2020. There can be no assurance that COVID-19 will not have a materially negative impact on the collection of Excise Taxes for the payment of principal of and interest on the Obligations, or a materially negative impact on the Excise Tax generating activities in the City.

RATINGS

Moody's Investors Service Inc. ("Moody's") and S&P Financial Service LLC ("S&P") have assigned ratings of "__" and "__", respectively, to the Obligations. Such ratings reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: Moody's at One Front Street, Suite 1900, San Francisco, California 94111, and S&P at One California Street, 31st Floor, San Francisco, California 94111. Such ratings may subsequently be revised downward or withdrawn entirely by Moody's or S&P, if, in their respective judgment, circumstances so warrant. Any subsequent downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Obligations. The City will covenant in its continuing disclosure certificate with respect to the Obligations that it will file notice of any formal change in the ratings relating to the Obligations. See "CONTINUING SECONDARY MARKET DISCLOSURE" below.

LITIGATION

To the knowledge of appropriate representatives of the City, no litigation or administrative action or proceeding is pending or threatened restraining or enjoining, or seeking to restrain or enjoin, the execution, sale or delivery of the Obligations or contesting or questioning the proceedings and authority under which the Obligations have been authorized and are to be executed, sold or delivered, or the validity of the Obligations.

LEGAL MATTERS

The Obligations are sold with the understanding that the City will furnish the Underwriter (as defined herein) with the approving opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona ("Special Counsel") addressing legal matters relating to the validity of the Obligations under Arizona law, and with regard to the status of the interest income on the Obligations for Arizona income tax purposes (see "TAX MATTERS"). The signed legal opinion of Special Counsel, dated and premised on the law in effect only as of the date of original delivery of the Obligations, will be delivered to the City at the time of original issuance.

The proposed form of the legal opinion is set forth as APPENDIX E. The legal opinion to be delivered may vary from the text of APPENDIX E if necessary to reflect the facts and law on the date of delivery. Special Counsel is to render its opinion, which will speak only as of its date, upon the validity and enforceability of the Obligations under Arizona law and of the exemption of the interest income on the Obligations from Arizona income taxes. (See "TAX MATTERS" herein.) The opinion will speak only as of their date and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Special Counsel has reviewed or expressed any opinion concerning any matters relating to Obligations subsequent to the original delivery of the Obligations.

Special Counsel has reviewed the information in the tax caption on the cover page as well as the information under the headings "THE OBLIGATIONS," "SECURITY AND SOURCES OF PAYMENT," "PLAN OF REFUNDING," "TAX MATTERS," "CONTINUING SECONDARY MARKET DISCLOSURE" (except as it relates to the City's compliance with prior continuing disclosure certificates), "RELATIONSHIP AMONG PARTIES" (but only as it applies to Special Counsel), and in APPENDICES E, F and H but otherwise has not participated in the preparation of this Official Statement and will not pass upon its accuracy, completeness or sufficiency. Special Counsel has neither examined nor attempted to examine nor verify any of the financial or statistical statements or data contained in this Official Statement and will express no opinion with respect thereto.

The various legal opinions to be delivered concurrently with the delivery of the Obligations express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the performance of parties to the transaction. The rendering of an opinion also does not guarantee the outcome of any legal dispute that may arise out of the transaction. Payment of the fees of Special Counsel, the Underwriter, the Financial Advisor (as defined herein), and counsel to the Underwriter are contingent on the execution and delivery of the Obligations.

Certain legal matters will be passed upon for the Underwriter by Greenberg Traurig, LLP, Phoenix, Arizona, counsel to the Underwriter.

TAX MATTERS

In the opinion of Special Counsel, interest income on the Obligations is exempt from Arizona income taxes. Additionally, in the opinion of Special Counsel, interest income on the Obligations will be included in the gross income of the Beneficial Owners, therefore subject to federal income tax. Special Counsel expresses no opinion as to any other tax consequences regarding the Obligations. INTEREST ON THE OBLIGATIONS IS NOT EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES. THE LEGAL DEFEASANCE OF THE OBLIGATIONS MAY RESULT IN A DEEMED SALE OR EXCHANGE OF THE OBLIGATIONS UNDER CERTAIN CIRCUMSTANCES, AND OWNERS OF THE OBLIGATIONS SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE FEDERAL, STATE AND LOCAL, AND FOREIGN TAX CONSEQUENCES OF THEIR ACQUISITION, OWNERSHIP AND DISPOSITION OF OBLIGATIONS.

The following discussion is generally limited to "U.S. owners," meaning Beneficial Owners of Obligations that for United States federal income tax purposes are individual citizens or residents of the United States, corporations or other entities taxable as corporations created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), and certain estates or trusts with specific connections to the United States. Partnerships holding Obligations, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the Obligations (including their status as U.S. owners).

Original Issue Discount of Obligations

The initial public offering price of the Obligations maturing July 1, 20__ through and including July 1, 20__ (collectively, the "Taxable Discount Obligations"), are less than the respective amounts payable at maturity. As a result, the Taxable Discount Obligations will be considered to be issued with original issue discount. The difference between the initial public offering price (assuming it is the first price at which a substantial amount of that maturity of Taxable Discount Obligations was sold (the "Taxable OID Issue Price")) of the Taxable Discount Obligations, and the amount payable at maturity of the Taxable Discount Obligations will be treated as "original issue discount." With respect to a Beneficial Owner who purchases a Taxable Discount Obligation in the initial public offering at the Taxable OID Issue Price and who holds the Taxable Discount Obligation to maturity, the full amount of original issue discount will constitute interest income which is includible in the gross income of the Beneficial Owner of the Taxable Discount Obligation for federal

income tax purposes, but not for Arizona income tax purposes, and that Beneficial Owner will not, under present federal income tax law and present Arizona income tax law, realize a taxable capital gain upon payment of the Taxable Discount Obligation at maturity.

The original issue discount on each of the Taxable Discount Obligations is treated for federal income tax purposes and Arizona income tax purposes as accreting daily over the term of such Taxable Discount Obligation on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on January 1 and July 1 (with straight-line interpolation between compounding dates).

The amount of original issue discount accreting each period will be added to the Beneficial Owner's tax basis for the Taxable Discount Obligation. The adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Taxable Discount Obligation. An initial Beneficial Owner of a Taxable Discount Obligation who disposes of the Taxable Discount Obligation prior to maturity should consult his or her tax advisor as to the amount of the original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or disposition of the Taxable Discount Obligation prior to maturity.

The Code contains certain provisions relating to the accretion of original issue discount in the case of subsequent Beneficial Owners of the Taxable Discount Obligations. Beneficial Owners who do not purchase the Taxable Discount Obligations in the initial offering at the Taxable OID Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Taxable Discount Obligations.

A portion of the original issue discount that accretes in each year to a Beneficial Owner of a Taxable Discount Obligation may result in certain collateral federal income tax consequences.

Beneficial Owners of Taxable Discount Obligations in states other than Arizona should consult their own tax advisors with respect to the state and local tax consequences of owning Taxable Discount Obligations.

Obligations Purchased at a Premium

The initial public offering price of the Obligations maturing on July 1, 20__ through and including July 1, 20__ (collectively, the "Taxable Premium Obligations") are greater than the amount payable on such Taxable Premium Obligations at maturity. An amount equal to the difference between the initial public offering price of a Taxable Premium Obligation (assuming that a substantial amount of the Taxable Premium Obligations of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial Beneficial Owner of such Taxable Premium Obligations. The basis for federal income tax purposes of a Taxable Premium Obligation in the hands of such initial Beneficial Owner may be reduced each year by the amortizable obligation premium, if elected by such Beneficial Owner. If elected, the amount of amortizable obligation premium also will be treated as a federal income tax deduction. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Taxable Premium Obligation. The amount of premium which is amortizable each year by an initial Beneficial Owner is determined by using such Beneficial Owner's yield to maturity. Beneficial Owners of the Taxable Premium Obligations should consult with their own tax advisors with respect to the determination of amortizable obligation premium with respect to the Taxable Premium Obligations for federal income tax purposes and with respect to the state and local tax consequences of owning Taxable Premium Obligations.

Disposition of Obligations

A Beneficial Owner of Obligations will generally recognize gain or loss on the redemption, sale or exchange of an Obligation equal to the difference between the redemption or sales price (exclusive of the amount paid for accrued interest) and the Beneficial Owner's adjusted tax basis in the Obligations. Generally, the Beneficial Owner's adjusted tax basis in the Obligations will be the Beneficial Owner's initial cost, increased by the original issue discount previously included in the Beneficial Owner's income to the date of disposition and decreased by any amortized bond premium. Any gain or loss generally will be capital gain or loss and will be long-term or short-term, depending on the Beneficial Owner's holding period for the Obligations.

Defeasance

Persons considering the purchase of an Obligation should be aware that a defeasance of an Obligation by the City could result in the realization of gain or loss by the Beneficial Owner of the Obligation for federal income tax purposes, without

any corresponding receipts of moneys by the Beneficial Owner. Such gain or loss generally would be subject to recognition for the tax year in which such realization occurs, as in the case of a sale or exchange.

Information Reporting and Backup Withholding

General information reporting requirements will apply to payments of principal and interest made on an Obligation and the proceeds of the sale of an Obligation to non-corporate holders of the Obligations, and "backup withholding" at a rate of twenty-four percent (24%) will apply to such payments if the owner fails to provide an accurate taxpayer identification number in the manner required or fails to report all interest required to be shown on its federal income tax returns. A Beneficial Owner of an Obligation that is a U.S. owner generally can obtain complete exemption from backup withholding by providing a properly completed IRS Form W-9 (Request for Taxpayer Identification Number and Certification).

Non-U.S. Owners

Holders who are not United States persons as defined for federal tax purposes may be subject to special rules and should consult their tax advisors.

Circular 230

THE FOREGOING DISCUSSION IN "TAX MATTERS" WAS NOT INTENDED OR WRITTEN BY SPECIAL COUNSEL TO BE USED, AND IT CANNOT BE USED, FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON AN OWNER OF AN OBLIGATION. EACH PROSPECTIVE PURCHASER OF THE OBLIGATIONS SHOULD SEEK ADVICE BASED ON THE PROSPECTIVE PURCHASER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated (the "Underwriter") has agreed to purchase the Obligations at an aggregate purchase price of $_____, pursuant to an obligation purchase contract entered into by and between the City and the Underwriter. If the Obligations are sold to produce the prices or yields shown on the inside front cover page hereof, the Underwriter's compensation will be $_____. The Underwriter's obligations are subject to certain conditions precedent, and the Underwriter is obligated to purchase all of the Obligations so offered if any Obligations are purchased. The Underwriter may offer and sell the Obligations to certain dealers (including dealers depositing Obligations into unit investment trusts) and others at prices lower or yields higher than the public offering prices stated on the inside front cover page hereof. The initial offering prices or yields set forth on the inside front cover page may be changed from time to time by the Underwriter.

CONTINUING SECONDARY MARKET DISCLOSURE

The City will covenant for the benefit of the owners of the Obligations to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2022 (the "Annual Reports"), and to provide notices of the occurrence of certain listed events (the "Notices"). Such covenants will be made in order to assist the Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The Annual Reports, Notices and other information required to be filed by such covenants will be filed by the City with the MSRB, currently through EMMA as described in APPENDIX F – "Form of Continuing Disclosure Certificate." The form of the undertaking that describes the content of the Annual Reports and the Notices and the method of their dissemination is included as APPENDIX F hereto. A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Obligations in the secondary market. Pursuant to Arizona law, the ability of the City to comply with such covenants is subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants. Should the City not comply with such covenants due to a failure to appropriate for such purpose, the City has covenanted to provide notice of such fact. Absence of continuing disclosure, due to non-appropriation or otherwise, could adversely affect the Obligations and specifically their market price and transferability.

The City failed to timely file certain operating data in its Annual Report for Fiscal Year 2015/2016. Such missing operating data were later filed in March 2016 and October 2017. The City failed to provide notice of a defeasance with respect to one prior issue in connection with a refunding of two series of bonds. Until May 1, 2018, the operating data with respect to the fiscal year ended June 30, 2017, was not associated with certain of the nine-digit CUSIP numbers for the City's previously-issued bonds. The City did not timely file event filings for rating upgrades for certain previously-issued bonds that occurred in 2017, 2018 and 2019. The City has established procedures to facilitate timely and complete filing of its Annual Reports and Notices as required by the Rule.

RELATIONSHIP AMONG PARTIES

Special Counsel has previously represented the Financial Advisor and the Underwriter with respect to other financings and has acted or is acting as bond counsel in other transactions involving the Financial Advisor and the Underwriter and will continue to do so in the future if requested. Special Counsel also serves as bond counsel for political jurisdictions whose boundaries include all or part of the City. Additionally, Special Counsel serves as special counsel to the City on various legal matters. Counsel to the Underwriter has represented, or is currently representing, the Financial Advisor and the Underwriter with respect to other financings and will continue to do so in the future if requested. Counsel to the Underwriter also acts as bond counsel for other financings underwritten by the Underwriter and the Financial Advisor.

FINANCIAL ADVISOR

Fee for services rendered by Hilltop Securities Inc. (the "Financial Advisor") with respect to the sale of the Obligations is contingent upon the issuance and delivery of the Obligations. The Financial Advisor has not verified, and does not assume any responsibility for, the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Obligations, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

FINANCIAL STATEMENTS

The audited financial statements of the City for the fiscal year ended June 30, 2020, a copy of which is included in APPENDIX C of this Official Statement, have been audited by HintonBurdick, PLLC, certified public accountants, to the extent and for the period indicated in their report thereon. The City is not aware of any facts that would make such audited financial statements misleading. The audited financial statements are for the fiscal year ending June 30, 2020, and are not current. The City neither requested nor obtained the consent of HintonBurdick, PLLC to include the report, and HintonBurdick, PLLC, has performed no procedures subsequent to rendering its opinion on the financial statements.

CONCLUDING STATEMENT

To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and no representation is made that any of these statements have been or will be realized. Information set forth in this Official Statement has been derived from the records of the City and from certain other sources, as referenced, and is believed by the City to be accurate and reliable. Information other than that obtained from official records of the City has not been independently confirmed or verified by the City and its accuracy is not guaranteed.

Neither this Official Statement nor any statements that may have been or that may be made orally or in writing are to be construed as a part of a contract with the original purchasers or subsequent owners of the Obligations.

This Official Statement has been prepared at the direction of the City and executed for and on behalf of the City by its Finance Director.

CITY OF GOODYEAR, ARIZONA

By: _____
Finance Director

[THIS PAGE LEFT INTENTIONALLY BLANK]

APPENDIX A

CITY OF GOODYEAR, ARIZONA
General Economic and Demographic Information

General

The City (also referred to herein as "Goodyear"), which incorporated in 1946, is a suburban community that lies approximately 17 miles southwest of metro Phoenix. The City was founded in 1916 by the Goodyear Tire & Rubber Company for the farming of cotton. Later, a naval air station was established in Goodyear and a subsidiary, Goodyear Aircraft (now Lockheed Martin), began manufacturing flight decks for Navy sea planes. The City has grown from a one-industry, agricultural-based community into a diversified manufacturing and service center for the far west valley area.

The City annexed 67 square miles south of its former southern boundary, which annexation expanded the City to approximately 190 square miles. The annexed area is expected to be primarily utilized in future years for residential land uses.

TABLE A-1

Population Statistics

Year	City of Goodyear	Maricopa County	State of Arizona
2020 Estimate (a)	92,865	4,439,220	7,294,587
2010 Census	65,275	3,817,117	6,392,017
2000 Census	18,911	3,072,149	5,130,632
1990 Census	6,258	2,122,101	3,665,339

(a) Estimate as of July 1, 2020 (published December 2020).

Source: Arizona Office of Economic Opportunity, and U.S. Census Bureau.

Municipal Government Organization and Services

The City's charter government provides for six Council Members and a Mayor elected at large. A Vice Mayor is elected by the Mayor and Council Members. Council Members serve four-year staggered terms and the Mayor serves a four-year term. The Mayor is limited to two four-year terms and Council Members are limited to three four-year terms. The City Manager, who is appointed by the City Council, is responsible for the overall operation and supervision of all governmental functions. The operations of City government are provided by a staff of approximately 644 employees.

The City, along with other private utilities, provides refuse collection and public safety (police and fire) to its residents. The City and Liberty Water Company provide water and sewer service to a majority of the City's residents. Electricity is provided by Arizona Public Service Company, and natural gas is supplied by Southwest Gas Corporation.

The following are certain members of the administrative staff of the City:

Julie Arendall, City Manager. Julie Arendall was appointed City Manager in February 2018. Ms. Arendall has more than 18 years local government experience and is a Credentialed City Manager (ICMA-CM) through the International City Management Association. Prior to joining the City, Ms. Arendall served as a deputy city manager for the City of Peoria, Arizona. She joined that organization in 2012 as the human resources director after 12 years with Yavapai County, Arizona, first as human resources director, and in 2007, as county administrator. Ms. Arendall was an executive-level human resources professional in the private sector before transitioning to local government. Ms. Arendall earned a Master's degree in public administration from Grand Canyon University and a Bachelor's degree in business management from Arizona State University. She was honored to attend the Senior Executives in Local Government Program at JFK School of Government at Harvard University, is a Certified Public Manager through Arizona State University and is a Senior Professional in Human Resources (SPHR) through the Society for Human Resources Management.

Doug Sandstrom, Finance Director. Mr. Sandstrom was appointed Finance Director in May 2016. Mr. Sandstrom previously served as the Finance Director for the City of Casa Grande, Arizona from 2013 to 2016, Administrative Services Director for the City of Show Low, Arizona from 2010 to 2013 and in various capacities for the City of Surprise, Arizona from 1999 to 2009, including Budget/Grant Analyst, Budget Manager, Management & Budget Director and Assistant City Manager. Mr. Sandstrom has also served as Finance Director for the Town of Gila Bend, Arizona and as a Financial Analyst for the City of Rockford, Illinois. Mr. Sandstrom holds a Master's degree in public administration from the University of Wisconsin-Milwaukee and a Bachelor's degree in political science/economics from St. Cloud State University in Minnesota.

Economy

Historically agriculture was a major contributor to the City's economic base. Agriculture still plays a role in the City's economy, however, it no longer dominates the area's economy. Today much of the City's economy centers around the aerospace industry and retail services. Arizona's Airline Training Center and Lockheed Martin are located on the Phoenix-Goodyear Airport Campus. Industrial, commercial and residential developments have also become a significant part of the economy.

Goodyear Ballpark is the spring training and player development home of both of Ohio's Major League Baseball teams – the Cleveland Indians* and the Cincinnati Reds. The Cleveland Indians* started spring training in the City in 2009; the Cincinnati Reds started spring training in the City in 2010. Each team has a year-round presence in Arizona, through Spring Training, extended Spring Training, Rookie League, Fall Instructional League and rehabilitation of injured players at their training complexes. The teams' Development Complexes each include a 42,000 square foot clubhouse, six full-size practice fields, two infields, batting cages, pitching mounds, hitting tunnels and observation towers. Both teams have made Arizona their second home, and are actively engaged in the City and surrounding communities, participating in charity activities, youth sports programs and other events.

TABLE A-2 (a)

Unemployment Rate Averages

Year	City of Goodyear	Maricopa County	State of Arizona	United States
2020 (b)	7.2%	7.3%	7.9%	8.1%
2019	4.3	4.0	4.7	3.7
2018	4.2	4.1	4.7	3.9
2017	4.3	4.2	4.9	4.4
2016	4.8	4.6	5.4	4.9

(a) This table includes restated data: Local Area Unemployment Statistics ("LAUS") program data is intermittently revised to incorporate new population controls, updated inputs, re-estimation of models, and adjustment to new census division and national control totals.

(b) Data is not seasonally adjusted, is preliminary and is an average through December 2020 for the National Unemployment rate and through November 2020 for LAUS data. Data accessed January 13, 2021.

Source: *Local Area Unemployment Statistics* and *National Labor Force Statistics*, U.S. Department of Labor, Bureau of Labor Statistics.

* The Cleveland Indians have announced an anticipated team name change after the 2021 season.

A list of major employers with respect to the City is set forth in the following table.

TABLE A-3

Major Employers
City of Goodyear, Arizona

Employer	Product/Service	Approximate Employment	
United Parcel Service	Transportation & Distribution	1,860	
Chewy	Transportation & Distribution	1,200	
Abrazo Healthcare	Health Care	1,010	
Macys	Transportation & Distribution	1,010	
Amazon	Retail	980	
State of Arizona	Government	840	
Western Regional Medical Center	Health Care	770	
City of Goodyear	Government	681	(a)
Subzero Freezer Co	Consumer Goods Manufacturing	590	
Walmart	Retail	360	
Mclane Sunwest	Transportation & Distribution	350	
Recreational Equipment Inc	Transportation & Distribution	330	

(a) City estimated employment as provided in the in the City of Goodyear Fiscal Year 2019/20 CAFR.

Source: 2020 Maricopa Association of Governments Employer Database, employers with five or more employees, and the City's Economic Development Office. Accessed January 13, 2021.

Construction

The following charts illustrate a building permit summary for residential and non-residential construction and new housing starts for the City.

TABLE A-4

Value of Building Permits
City of Goodyear, Arizona
($000s omitted)

Fiscal Year	Residential	Commercial and Industrial	Total
2020/21 (a)	$348,604	$170,147	$ 518,751
2019/20	465,608	758,832	1,224,440
2018/19	284,955	250,906	535,861
2017/18	366,500	208,056	574,556
2016/17	307,380	111,939	419,319

(a) Partial fiscal year data from July 2020 through January 2021.

Source: The City. Construction is valued on the basis of estimated cost, not on market price or value of construction at the time the permit is issued. The date on which the permit is issued is not to be construed as the date of construction.

TABLE A-5

New Housing Starts
City of Goodyear, Arizona

Fiscal Year	Total New Housing Starts
2020/21 (a)	1,098
2019/20	1,490
2018/19	1,230
2017/18	1,292
2016/17	1,068

(a) Partial fiscal year data from July 2020 through January 2021.

Source: The City. The date of new housing starts is the date on which the permit is issued and is not to be construed as the date of construction.

Transportation

The City is readily accessible via ground and air transportation. Highway access is provided by County Highway 85, State Route 303 and Interstate 10. Other freeways, including State Route 101, Interstate 17 and Interstate 8 are readily accessible to the City. The City is approximately 25 miles from Phoenix Sky Harbor International Airport, which offers service from major airlines, commuter airlines and charter companies. The Phoenix-Goodyear Airport, located within the City, is classified as a reliever airport to Phoenix Sky Harbor International Airport. The airport has an 8,500-foot lighted and paved runway and offers various airport-related facilities. The City is also served by the major bus companies and rail service is provided by the Union Pacific Railroad.

Education

Elementary and secondary education is provided to residents of the City by Mobile Elementary School District, Avondale Elementary School District, Liberty Elementary School District, Litchfield Elementary School District, Littleton Elementary School District, Buckeye Union High School District, Tolleson Union High School District and Agua Fria Union High School District. Post-secondary education is provided by the Maricopa County Community College District, which provides two-year and professional degrees through a number of facilities located throughout the County and the greater Phoenix metropolitan area, including the campus of Estrella Mountain Community College located in the neighboring City of Avondale. Four-year degrees are attainable through Arizona State University located in Phoenix, Glendale, Mesa and Tempe, Grand Canyon University located in Phoenix and other universities located in the greater Phoenix metropolitan area which offer flexible class schedules to the working individuals of the County. Franklin Pierce University located in Goodyear offers doctorate programs through its College of Graduate and Professional Studies.

APPENDIX B

CITY OF GOODYEAR, ARIZONA
Financial Data

TABLE B-1

Current Year Statistics (For Fiscal Year 2020/21)
City of Goodyear, Arizona

Total General Obligation Bonds Outstanding and to Be Outstanding	$ 145,790,000	*(a)
Total Senior Lien and Subordinate Lien Water and Sewer Revenue Obligations Outstanding	143,992,194	(b)
Total Excise Tax Obligations Outstanding and to Be Outstanding	91,650,000	*(c)
Total Annual Appropriation Obligations Outstanding	2,762,278	(d)
Total Improvement District Bonds Outstanding	28,050,000	(e)
Net Assessed Limited Property Value	1,026,917,731	(f)
Net Full Cash Assessed Value	1,360,568,112	(g)
Estimated Net Full Cash Value	11,595,565,044	(h)
Estimated Net Assessed Limited Property Value (For Fiscal Year 2021/22)	$1,170,620,728	(i)

(a) See "Statements of Bonds Outstanding – General Obligation Bonds Outstanding and to Be Outstanding" in this appendix. Such amount is subject to change as described in footnote (a) of TABLE B-2.

(b) See "Statements of Bonds Outstanding – Water and Sewer Revenue Obligations Outstanding" in this appendix.

(c) See "Statements of Bonds Outstanding – Excise Tax Obligations Outstanding and to Be Outstanding" in this appendix.

(d) See "Statements of Bonds Outstanding – Annual Appropriation Obligations Outstanding" in this appendix.

(e) See "Statements of Bonds Outstanding – Improvement District Bonds Outstanding" in this appendix.

(f) Net Assessed Limited Property Value is determined by excluding the value of property exempt from taxation from the assessed limited property value (a property value determined pursuant to the Arizona Constitution and the Arizona Revised Statutes) of residential, agricultural and traditional commercial and industrial property and from the assessed full cash assessed value (statutorily defined to mean "the value determined as prescribed by statute" or if a statutory method is not prescribed it is "synonymous with market value, which means the estimate of value that is derived annually by using standard appraisal methods and techniques," which generally include the market approach, the cost approach and the income approach) of property valued by the Arizona Department of Revenue, generally large mine and utility entities, and combining the resulting two amounts.

(g) Net Full Cash Assessed Value is determined by excluding the value of property exempt from taxation from the assessed full cash value of residential, agricultural and traditional commercial and industrial property and property valued by the Arizona Department of Revenue, generally large mine and utility entities, and combining the resulting two amounts.

(h) Estimated net full cash value is the total market value of the property less estimated exempt property within the City, as projected by the Arizona Department of Revenue, Division of Property and Special Taxes ("Estimated Net Full Cash Value").

(i) Estimated valuations for Fiscal Year 2021/22 provided by the Arizona Department of Revenue. Valuations for Fiscal Year 2021/22 are not official until approved by the Board of Supervisors of the County on the third Monday in August for the following fiscal year. Although the final official valuations are not expected to differ materially

* Subject to change.

from the estimated valuations, they are subject to positive or negative adjustments until approved by the Board of Supervisors of the County.

Source: *State and County 2020 Abstract of the Assessment Roll*, Arizona Department of Revenue and *Maricopa County 2020 Tax Levy*, County Department of Finance.

Statements of Bonds Outstanding

TABLE B-2

General Obligation Bonds Outstanding and to Be Outstanding
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Maturity Date Range	Principal Outstanding	
2016	Refunding	54,975,000	7-1-17/37	$ 44,355,000	
2017	Various Purpose	25,015,000	7-1-18/37	19,850,000	
2019	Various Purpose	26,960,000	7-1-20/38	25,305,000	
2019	Refunding	4,225,000	7-1-19/29	4,105,000	
2020	Refunding	9,250,000	7-1-20/30	8,990,000	
Total General Obligation Bonds Outstanding				$102,605,000	
Plus the 2021 General Obligation Bonds				43,185,000	* (a)
Total General Obligation Bonds to Be Outstanding				$145,790,000	*

(a) The City expects to offer the 2021 General Obligation Bonds concurrently with the Obligations, pursuant to a separate official statement.

TABLE B-3

Water and Sewer Revenue Obligations Outstanding
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Maturity Date Range	Principal Outstanding
Senior Lien Bonds				
2009	Refunding	$ 325,000	7-1-49	$ 325,000
2009	WIFA Loan (a)	5,716,315	7-1-10/29	2,772,194
Subordinate Lien Obligations				
2016	Subordinate Lien Obligations and Refunding	11,540,000	7-1-17/45	7,545,000
2020	Subordinate Lien Obligations	77,530,000	7-1-21/49	77,530,000
2020	Subordinate Lien Obligations	30,950,000	7-1-30/49	30,950,000
2020	Refunding	12,290,000	7-1-20/39	11,975,000
2020	Refunding	13,540,000	7-1-20/41	12,895,000
Total Water and Sewer Revenue Obligations Outstanding				$143,992,194

(a) Represents the City's 2009 financial obligations to the Arizona Water Infrastructure Finance Authority ("WIFA").

* Subject to change.

TABLE B-4

Excise Tax Obligations Outstanding and to Be Outstanding
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Maturity Date Range	Principal Outstanding	
Public Improvement Corporation Obligations (a)					
Excise Tax – Secured Obligations (b)					
2011A	PIC Refunding	$25,295,000	7-1-14/27	$23,770,000	
2016A	PIC Refunding	40,530,000	7-1-19/32	34,480,000	
2016B	PIC Refunding	31,165,000	7-1-17/31	23,855,000	
Total Excise Tax – Secured Obligations				$82,105,000	
Less Bonds Being Refunded				(23,770,000)	*
Total PIC Excise Tax – Secured Obligations Outstanding and to be Outstanding				$58,335,000	*
Subordinate-Lien Excise Tax – Secured Obligations (c)					
2017	PIC, Taxable	$10,645,000	7-1-27	$ 7,825,000	
Total PIC Subordinate Lien Excise Tax Secured Obligations				$ 7,825,000	
City of Goodyear Obligations					
The Obligations (b)		$25,490,000	7-1-21/27	$25,490,000	*
Total City Excise Tax Revenue Obligations Outstanding and to be Outstanding				$25,490,000	*
Total Excise Tax Obligations Outstanding and to be Outstanding				$91,650,000	*

(a) The City of Goodyear, Arizona Public Improvement Corporation (the "Public Improvement Corporation" or "PIC").

(b) These obligations are secured by a first lien pledge of the Excise Taxes.

(c) These obligations are secured by a second lien pledge of the Excise Taxes.

TABLE B-5

Annual Appropriation Obligations Outstanding
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Maturity Date Range	Principal Outstanding	
Public Improvement Corporation Obligations					
2012A	PIC, Tax Exempt	$ 9,390,000	6-15-13/23	$ 2,460,882	
2012B	PIC, Taxable	1,110,000	6-15-13/23	301,396	
Total Annual Appropriation Obligations Outstanding				$2,762,278	*

TABLE B-6

Improvement District Bonds Outstanding (a)
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Maturity Date Range	Principal Outstanding
2018	Assessment Bond Refunding	$34,870,000	1-1-19/31	$28,050,000
Total Improvement District Bonds Outstanding				$28,050,000

* Subject to change.

(a) Improvement District bonded debt is payable from special assessments levied on the property benefited by the financed improvements. Such bonds are a contingent liability of the City to the extent of any delinquent assessments.

DIRECT AND OVERLAPPING GENERAL OBLIGATION BONDED INDEBTEDNESS

The Arizona Constitution provides that the general obligation bonded indebtedness for a city for general municipal purposes may not exceed six percent of the Net Full Cash Assessed Value in that city. In addition, an incorporated city may become indebted in an amount not exceeding an additional twenty percent of the Net Full Cash Assessed Value of the city for supplying such city with water, artificial light, or sewers, when the works for supplying such water, light, or sewers are or shall be owned and controlled by the city, and for the acquisition and development by the city of land or interests therein for open space preserves, parks, playgrounds and recreational facilities, public safety, law enforcement, fire and emergency services facilities and streets and transportation facilities.

TABLE B-7

Direct General Obligation Bonded Debt, Legal Limitation And Unused General Obligation Bonding Capacity (a)
City of Goodyear, Arizona

General Municipal Purpose Bonds	
Total 6% General Obligation Bonding Capacity	$81,634,087
Less 6% Original Issue Premium	-
Less 6% General Obligation Bonds Outstanding	-
Net 6% General Obligation Bonding Capacity	$81,634,087

Water, Light, Sewer, Open Space, Streets, Parks, Transportation and Public Safety Bonds	
Total 20% General Obligation Bonding Capacity	$272,113,622
Less 20% Original Issue Premium (b)	(11,750,000)
Less 20% General Obligation Bonds to be Outstanding	(145,790,000) *
Net 20% General Obligation Bonding Capacity	$114,573,622

(a) General obligation bonding capacity is calculated using the City's Fiscal Year 2020/21 Net Full Cash Assessed Value of $1,360,568,112. Capacity is reduced by applicable amount in connection with the issuance of the 2021 General Obligation Bonds.

(b) $1,895,000 of this amount is premium on previous refunding bonds and reduces the borrowing capacity, but not authorization, of the City under the Arizona Constitution. $9,855,000* of this amount is premium on the 2021 General Obligation Bonds and reduces (i) the borrowing capacity of the City under the Arizona Constitution and (ii) the principal amount of general obligation bonds authorized at the elections May 17, 1988, March 8, 1994, September 12, 2000, and September 7, 2004. The City's borrowing capacity (but not authorization) will be recaptured as premium is amortized. The City plans to amortize such premium as shown in TABLE B-8.

* Subject to change.

TABLE B-8

Original Issue Premium Amortization
General Obligation Bonds
City of Goodyear, Arizona

Maturity	The 2021 General Obligation Bonds*	General Obligation Refunding Bonds, Series 2020	General Obligation Refunding Bonds, Series 2019	Combined
7/1/2021		$ 85,000	$ -	$ 85,000
7/1/2022	$ 570,000	90,000	-	660,000
7/1/2023	670,000	100,000	-	770,000
7/1/2024	260,000	105,000	-	365,000
7/1/2025	270,000	110,000	-	380,000
7/1/2026	285,000	115,000	-	400,000
7/1/2027	300,000	125,000	240,000	665,000
7/1/2028	315,000	130,000	250,000	695,000
7/1/2029	330,000	140,000	260,000	730,000
7/1/2030	345,000	145,000		490,000
7/1/2031	360,000			360,000
7/1/2032	380,000			380,000
7/1/2033	400,000			400,000
7/1/2034	420,000			420,000
7/1/2035	435,000			435,000
7/1/2036	455,000			455,000
7/1/2037	470,000			470,000
7/1/2038	490,000			490,000
7/1/2039	1,520,000			1,520,000
7/1/2040	1,580,000			1,580,000
Total	$9,855,000	$1,145,000	$750,000	$11,750,000

TABLE B-9

Direct and Overlapping General Obligation Bonds
Outstanding and to be Outstanding
City of Goodyear, Arizona

Overlapping Jurisdiction	General Obligation Bonded Debt (b)	Proportion applicable to City of Goodyear (a) Approximate Percent	Net Debt Amount	
State of Arizona	None	1.469%	None	
Maricopa County	None	2.247	None	
Maricopa County Community College District	$250,065,000	2.247	$ 5,618,561	
Maricopa County Special Health Care District	429,125,000	2.241	9,617,119	
Western Maricopa Education Center District No. 402	157,075,000	6.100	9,582,148	
Avondale Elementary School District No. 44	33,510,000	84.294	28,246,996	
Liberty Elementary School District No. 25	34,375,000	59.779	20,548,915	
Litchfield Elementary School District No. 79	41,220,000	45.797	18,877,702	
Littleton Elementary School District No. 65	24,975,000	0.019	4,726	
Mobile Elementary School District No. 86	None	45.398	None	
Agua Fria Union High School District No. 216	132,210,000	58.043	76,738,950	
Buckeye Union High School District No. 201	72,010,000	22.365	16,105,162	
Tolleson Union High School District No. 214	169,815,000	0.004	6,977	
Centerra Community Facilities District	2,728,000	100.000	2,728,000	
Goodyear Community Facilities General District No. 1	7,070,000	100.000	7,070,000	
Goodyear Community Facilities Utilities District No. 1	30,080,000	100.000	30,080,000	
Cortina Community Facilities District	1,625,000	100.000	1,625,000	
Cottonflower Community Facilities District	1,530,000	100.000	1,530,000	
Estrella Mountain Ranch Community Facilities District	11,200,000	100.000	11,200,000	
Palm Valley Community Facilities District No. 3	4,980,000	100.000	4,980,000	
Wildflower Ranch Community Facilities District No. 1	300,000	100.000	300,000	
Wildflower Ranch Community Facilities District No. 2	545,000	100.000	545,000	
City of Goodyear	145,790,000	100.000	145,790,000	*(c)
Total Direct and Overlapping General Obligation Bonded Debt Outstanding and to Be Outstanding			$391,195,256	

(a) Proportion applicable to the City is computed on the ratio of Net Assessed Limited Property Value for Fiscal Year 2020/21 of the portion of the overlapping jurisdiction lying within the City divided by the total Net Assessed Limited Property Value of such jurisdiction. Total may not add due to rounding.

(b) Does not include presently authorized but unissued general obligation bonds of such jurisdictions that may be issued in the future nor amounts that may be authorized at future elections. Additional bonds may be authorized by voters within such jurisdictions pursuant to future elections.

Does not include outstanding principal amount of certificates of participation, revenue obligations or loan obligations outstanding for the jurisdictions listed above. Does not include outstanding principal amounts of bonded debt payable from special assessments, as such debt is presently being paid from such special assessments against affected property owners residing within the various improvement districts.

Also does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States Department of the Interior (the "Department of the Interior"), for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD

* Subject to change.

and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages have been fixed for the entire 50-year repayment period, which commenced October l, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Arizona's Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is limited to 14 cents per $100 of Net Assessed Limited Property Value, of which 14 cents is currently being levied. (See A.R.S., Sections 48-3715 and 48-3715.02.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the master contract. Does not include the obligation of the Maricopa County Flood Control District to contribute $70 to $80 million to the CAP. The Maricopa County Flood Control District's sole source of revenue to pay the contribution will be *ad valorem* taxes on real property and improvements.

(c) Includes the 2021 General Obligation Bonds.

Source: The various entities.

TABLE B-10

Direct and Overlapping General Obligation Bonds
Authorized but Unissued
City of Goodyear, Arizona

Overlapping Jurisdiction	General Obligation Bonds Authorized but Unissued
Maricopa County Special Health Care District	$304,000,000
Avondale Elementary School District No. 44	9,365,000
Liberty Elementary School District No. 25	26,750,000*
Litchfield Elementary School District No. 79	7,000,000
Littleton Elementary School District No. 65	14,000,000
Tolleson Union High School District No. 214	65,000,000
Centerra Community Facilities District	15,692,000
Goodyear Community Facilities General District No. 1	119,260,000
Goodyear Community Facilities Utilities District No. 1	111,760,000
Cortina Community Facilities District	845,000
Cottonflower Community Facilities District	415,000
Estrella Mountain Ranch Community Facilities District	181,895,000
Palm Valley Community Facilities District No. 3	116,460,000
Wildflower Ranch Community Facilities District No. 1	600,000
Wildflower Ranch Community Facilities District No. 2	510,000
City of Goodyear	62,641,616*

Source: The various entities.

* Subject to change.

Other Indebtedness
City of Goodyear, Arizona

The City currently has no other material indebtedness.

CITY EMPLOYEE RETIREMENT SYSTEM

All benefitted employees of the City are covered by one of three pension systems. The Arizona State Retirement System ("ASRS") is for the benefit of the employees of the state and certain other governmental jurisdictions. All benefited City employees, except sworn fire and police personnel and the City Council, are included in the plan that is a multiple-employer cost-sharing defined benefit pension plan. All sworn fire and police personnel participate in the Public Safety Personnel Retirement System ("PSPRS") that is an agent multiple-employer defined benefit pension plan.

In addition, eligible employees are covered by other post employment benefit plans. All sworn fire and police personnel participate in the PSPRS that is an agent multiple-employer defined benefit health insurance premium benefit ("OPEB") plan. Eligible City employees also participate in the City's defined benefit medical plan OPEB plan. Eligible City employees covered by Arizona State Retirement System also participate in the ASRS OPEB plan.

At June 30, 2020, the City reported the following unfunded liabilities related to pensions and OPEB for all plans to which it contributes (in thousands):

TABLE B-11

Net Pension and OPEB Liabilities
City of Goodyear, Arizona

Plan	Governmental Activities	Business-Type Activities
ASRS	$31,501,267	$5,717,115
PSPRS-Fire	15,540,856	-
PSPRS-Police	20,376,991	-
Total	$67,419,114	$5,717,115

For a more detailed description of these plans and the City contributions to the various plans, please refer to Note 13 of the City's Audited General Purpose Financial Statements for the Year Ended June 30, 2020, contained in APPENDIX C of this Official Statement.

APPENDIX C

CITY OF GOODYEAR, ARIZONA

AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2020

The following audited financial statements are for the fiscal year ended June 30, 2020, have been audited by HintonBurdick, PLLC, certified public accountants, to the extent and for the period indicated thereon. The City has neither requested nor obtained the consent of HintonBurdick, PLLC, to include its report and HintonBurdick, PLLC, has performed no procedures subsequent to sending its report on the audited financial statements.

These are the most recent audited financial statements available to the City. THESE AUDITED FINANCIAL STATEMENTS ARE NOT CURRENT AND MAY NOT REPRESENT THE CURRENT FINANCIAL CONDITIONS OF THE CITY.

[THIS PAGE LEFT INTENTIONALLY BLANK]

APPENDIX D

BOOK-ENTRY-ONLY SYSTEM

[THIS PAGE LEFT INTENTIONALLY BLANK]

BOOK-ENTRY-ONLY SYSTEM

This information concerning DTC and DTC's book-entry system has been obtained from DTC and the City, the Underwriter and the Financial Advisor take no responsibility for the accuracy thereof. The Beneficial Owners (defined below) should confirm this information with DTC or the DTC participants.

DTC will act as securities depository for the Obligations. The Obligations will be executed and delivered as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Obligation certificate will be executed and delivered for each maturity of the Obligations, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants" and, together with Direct Participants, "Participants"). DTC has a rating of "AA+" from Standard & Poor's. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Obligations under the DTC system must be made by or through Direct Participants, which will receive a credit for the Obligations on DTC's records. The ownership interest of each actual purchaser of each Obligation ("Beneficial Owner") is in turn to be recorded on the Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Obligations are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Obligations, except in the event that use of the book-entry system for the Obligations is discontinued.

To facilitate subsequent transfers, all Obligations deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Obligations with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Obligations; DTC's records reflect only the identity of the Direct Participants to whose accounts such Obligations are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Obligations may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Obligations, such as redemptions, tenders, defaults, and proposed amendments to the Obligations documents. For example, Beneficial Owners of Obligations may wish to ascertain that the nominee holding the Obligations for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Obligations within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Obligations unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Obligations are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and principal and interest payments on the Obligations will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC, the City or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

A Beneficial Owner shall give notice to elect to have its Obligations purchased or tendered through its Participant to the Trustee, and shall effect delivery of such Obligations by causing the Direct Participant to transfer the Participant's interests in the Obligations, on DTC's records, to the Trustee. The requirement for physical delivery of Obligations in connection with an optional tender or mandatory purchase will be deemed satisfied when the ownership rights in the Obligations are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Obligations to the Trustee's DTC account.

DTC may discontinue providing its services as depository with respect to the Obligations at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Obligation certificates are required to be printed and delivered.

The City may decide to discontinue the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Obligation certificates will be printed and delivered to DTC.

NONE OF THE CITY, THE UNDERWRITER OR THE FINANCIAL ADVISOR WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC, TO DIRECT PARTICIPANTS, OR TO INDIRECT PARTICIPANTS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT OR ANY INDIRECT PARTICIPANT; (2) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE OBLIGATIONS UNDER THE AUTHORIZING RESOLUTION OR THE TRUST AGREEMENT; (3) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR INTEREST OR PAYMENT AMOUNT DUE WITH RESPECT TO THE PRINCIPAL OR INTEREST OR PAYMENT AMOUNT DUE WITH RESPECT TO THE OBLIGATIONS; (4) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE OBLIGATIONS; OR (5) ANY OTHER MATTERS.

APPENDIX E

FORM OF APPROVING LEGAL OPINION

[THIS PAGE LEFT INTENTIONALLY BLANK]

[Closing Date]

U.S. Bank National Association
Phoenix, Arizona

Ladies and Gentlemen:

We have examined the proceedings relating to the execution and delivery by U.S. Bank National Association (the "*Trustee*"), of $25,490,000* aggregate principal amount of City of Goodyear, Arizona, Taxable Excise Tax Revenue Refunding Obligations, Series 2021 (the "*Obligations*") dated Closing Date], pursuant to a Trust Agreement dated as of _____ 1, 2021* (the "*Trust Agreement*"), between the Trustee and the City of Goodyear, Arizona (the "*City*"). Each of the Obligations evidence a proportionate, undivided interest in an Agreement dated as of ____ 1, 2021* (the "*Agreement*"), between the Trustee, as payee, and the City, including certain payments (the "*Payments*") and all other amounts due and payable by the City under the Agreement over the period from the date hereof to July 1, 2027*. In accordance with the Trust Agreement and the Agreement, the Trustee has contracted to facilitate the financing of the prepayment of certain lease payments payable by the City pursuant to the First Amendment to Lease-Purchase Agreement (2007), dated as of November 1, 2011, and the refunding of the outstanding portion of the City of Goodyear Municipal Property Corporation Excise Tax Revenue Refunding Bonds, Series 2011A, and to pay for the costs of the execution and delivery of the Obligations. The Payments under the Agreement are secured by certain excise tax revenues pledged by the City pursuant to the Agreement and the Trust Agreement. All of the right, title and interest of the Trustee, as payee pursuant to the Agreement, in and to the Agreement and the Payments are pledged in trust to the Trustee to secure the payment of principal of and interest on the Obligations. We have also examined a form of the Obligations.

Based upon such examination, we are of the opinion that, under the law existing on the date of this opinion:

1. The Obligations, Trust Agreement and Agreement are legal, valid, binding and enforceable in accordance with their respective terms, except that the binding effect and enforceability thereof are subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws in effect from time to time affecting the rights of creditors generally, and except to the extent that the enforceability thereof may be limited by the application of general principles of equity.

2. The obligations of the City under the Agreement and the Obligations are payable from and are secured by a pledge of and lien on the Excise Taxes (as defined in the Agreement), as provided in the Agreement and the Trust Agreement. The Agreement and the Trust Agreement create the first lien on the Excise Taxes they purport to create. The rights of the Owners of the Obligations to payment from Excise Taxes shall be on a parity with the rights to payment from such Excise Taxes of the holders of the Existing Parity Obligations and any additional Parity Obligations (both as defined in the Trust Agreement). Additional obligations may be issued in the future on a parity with the Obligations with respect to the lien on Excise Taxes.

* Subject to change.

3. Interest income on the Obligations is subject to federal income taxes. We express no opinion regarding other federal tax consequences arising with respect to either the Agreement or the Obligations.

4. Under existing laws, regulations, rulings and judicial decisions, the portion of each Payment made by the City under the Agreement and denominated as and comprising interest pursuant to the Agreement and received by the owners of the Obligations is exempt from Arizona income taxes.

As to questions of fact material to our opinion, we have relied upon, and assumed due and continuing compliance with the provisions of, the proceedings and other documents, and have relied upon certificates, covenants and representations furnished to us without undertaking to verify the same by independent investigation.

GUST ROSENFELD P.L.C.

APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

[THIS PAGE LEFT INTENTIONALLY BLANK]

$25,490,000*
CITY OF GOODYEAR, ARIZONA
TAXABLE EXCISE TAX REVENUE REFUNDING OBLIGATIONS,
SERIES 2021

CONTINUING DISCLOSURE CERTIFICATE
(CUSIP Base No. _____)

This Continuing Disclosure Certificate (this "*Disclosure Certificate*") is undertaken by the City of Goodyear, Arizona (the "*City*") in connection with the execution and delivery of $25,490,000* in aggregate principal amount of the City's Taxable Excise Tax Revenue Refunding Obligations, Series 2021 (the "*Obligations*"). In consideration of the initial sale, execution and delivery of the Obligations, the City covenants as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is for the benefit of the Obligation Holders (as defined herein) and in order to assist the Participating Underwriter (as defined herein) in complying with the Rule (as defined herein).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form.

"*Dissemination Agent*" shall mean the City or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the United States Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

"*Financial Obligation*" shall mean (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii), except that "*Financial Obligation*" does not include municipal securities as to which a final official statement has been provided to the MSRB.

"*Listed Events*" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Obligation Holder*" shall mean any registered owner or beneficial owner of the Obligations.

"*Official Statement*" shall mean the final official statement dated _____ 2021 relating to the Obligations.

"*Participating Underwriter*" shall mean any of the original underwriters of the Obligations required to comply with the Rule in connection with offering of the Obligations.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*Special Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized Special Counsel as may be selected by the City.

* Subject to change.

Section 3. **Provision of Annual Reports**.

(a) Commencing February 1, 2022, and by no later than February 1 of each year thereafter (the "*Filing Date*"), the City shall, either directly or by directing the Dissemination Agent to do so, provide an Annual Report to MSRB. The Annual Report shall be provided electronically and in a format prescribed by the MSRB. The Annual Report shall be consistent with the requirements of Section 4 of this Disclosure Certificate and shall include information from the fiscal year ending on the preceding June 30. All documents provided to MSRB shall be accompanied by identifying information prescribed by MSRB. Currently, filings are required to be made with EMMA. Not later than fifteen (15) business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than the Filing Date.

(c) If the City's Audited Financial Statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its Audited Financial Statements within 30 days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) Determine the proper electronic filing address of EMMA each year prior to the date(s) for providing the Annual Report and Audited Financial Statements; and

(ii) If the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and, when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within thirty (30) days of receipt thereof by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the following tables of the Official Statement:

- [_____]

(C) In the event of an amendment pursuant to Section 8 hereof not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles and state law requirements as are in effect from time to time. A more complete description of the accounting principles currently followed in the preparation of the City's Audited Financial Statements is contained in Note 1 of the Audited Financial

Statements included within the Official Statement. Notice of amendment to the accounting principles shall be sent within thirty (30) days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either directly or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Obligations. The City shall in a timely manner, not in excess of ten (10) business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Obligations, or other material events affecting the tax status of the Obligations;
(vii) Modifications to rights of Obligation Holders, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Obligations, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the City;
(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(xv) The incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect Obligation Holders, if material; and
(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(b) "*Materiality*" will be determined in accordance with the applicable federal securities laws.

Note to Section 5(a)(xii): For the purposes of the event identified in subsection (a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Obligations. Such termination shall not terminate the obligation of the City to give notice of such defeasance or prior redemption.

Section 7. **Dissemination Agent**. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Special Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Obligations, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Obligation Holders, as determined by Special Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with EMMA.

Section 10. **Additional Information**. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate any Obligation Holder may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Obligations or the resolution authorizing the Obligations.

Section 12. **Compliance by the City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter, Special Counsel or the City's financial advisor.

Section 13. **Subject to Appropriation**. Pursuant to Arizona law, the City's undertaking to provide information under this Disclosure Certificate is subject to appropriation to cover the costs of preparing and sending the Annual Report and notices of Listed Events to EMMA. Should funds that would enable the City to provide the information required to be disclosed hereunder not be appropriated, then notice of such fact shall, in a timely manner, be sent to EMMA in substantially the form attached as *Exhibit C*.

Section 14. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and Obligation Holders, and shall create no rights in any other person or entity.

Section 15. **Governing Law**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signature Page to Follow]

Date: [Closing Date].

CITY OF GOODYEAR, ARIZONA

By _____
Finance Director

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Goodyear, Arizona
Name of Issue: $25,490,000* Taxable Excise Tax Revenue Refunding Obligations, Series 2021
Dated Date of Obligations: [Closing Date] Base CUSIP: _____

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Obligations as required by Section 3(a) of the Continuing Disclosure Certificate dated _____, 2021. The City anticipates that the Annual Report for fiscal year ended June 30, _____ will be filed by _____.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By_____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Goodyear, Arizona
Name of Issue: $25,490,000* Taxable Excise Tax Revenue Refunding Obligations, Series 2021
Dated Date of Obligations: [Closing Date] Base CUSIP: _____

NOTICE IS HEREBY GIVEN that the City failed to provide its audited financial statements with its Annual Report or, if not available, within 30 days of receipt as required by Section 4(a) of the Continuing Disclosure Certificate dated _____, 2021 with respect to the above-named Obligations. The City anticipates that the audited financial statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By_____
Its _____

EXHIBIT C

NOTICE OF FAILURE TO APPROPRIATE FUNDS

Name of Issuer: City of Goodyear, Arizona
Name of Issue: $25,490,000* Taxable Excise Tax Revenue Refunding Obligations, Series 2021
Dated Date of Obligations: [Closing Date] Base CUSIP: _____

NOTICE IS HEREBY GIVEN that the City failed to appropriate funds necessary to perform the undertaking required by the Continuing Disclosure Certificate dated _____, 2021.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By_____
Its _____

[Exhibit Pages to Continuing Disclosure Certificate]

* Subject to change.

APPENDIX G

EXCISE TAXES

City Transaction Privilege (Sales) Tax

City Transaction Privilege (Sales) Taxes. The City's transaction privilege (sales) tax is levied by the City upon persons on account of their business activities within the City. Such taxes are levied for general municipal purposes upon entities engaging in business within the City by applying the tax rate against the gross proceeds of sales or gross income derived from business activities shown in the table below. Transaction privilege (sales) taxes are collected on a monthly basis.

The rates applied to the categories of business activities are as shown in the following table.

TABLE G-1

City Transaction Privilege (Sales) Tax
Rates by Category (a)
City of Goodyear, Arizona

Taxable Activities Categories	City Tax Rate
Amusement	2.50%
Communication	2.50
Contracting	
Pre 1/1/05 Contracts	2.00
Post 1/1/05 Contracts	3.50
Hotel/Motel	
General	2.50
Transient Lodging (Additional Tax)	2.50
Job Printing	2.50
Lease	
Commercial	2.50
Residential	2.50
Publication	2.50
Personal Property Rental	2.50
Restaurant/Bar	4.00
Retail	
General	2.50
Single Item Over $5,000	1.20
Food for Home Consumption	2.00
Utilities	2.50
Use Tax	
General	2.50
Single Item Over $5,000	1.20

(a) Revenues received by the City from imposition of development fees or building permit fees will not be considered revenues from Excises Taxes. In addition, the city's use of revenue generated by the future imposition of certain other taxes, licenses fees and permit fees may be limited to specific purposes. Such limited taxes or fees will not be Excise Taxes. Any revenue received by the City from these sources will not be pledged to the payment of Payments due under the Agreement. or be subject to the reporting requirements of the Continuing Disclosure Certificate described under the heading "CONTINUING SECONDARY MARKET DISCLOSURE."

See "SECURITY AND SOURCES OF PAYMENT – Excise Tax Receipts" and "OBLIGATION HOLDERS' RISKS – Legislative Changes Regarding Certain Limitations on the Taxation of Services" for a discussion of voter approval requirements and legal and constitutional restrictions related to increases in the City's transaction privilege (sales) tax.

The table below sets forth a record of City transaction privilege (sales) tax receipts by industry classification for the most recent audited five fiscal years for which such information is available.

TABLE G-2

Transaction Privilege (Sales) Tax
Collections by Industry Classification
City of Goodyear, Arizona

	Audited				
Industry Classification	2015/16	2016/17	2017/18	2018/19	2019/20
Mining & Government	$ 6,534	$ 1,411	$ 2,064	$ 4,740	$ 1,344
Construction	7,545,663	7,276,208	9,248,956	13,142,689	26,950,513
Manufacturing	1,410,894	1,430,501	1,195,577	1,806,767	1,852,747
Utilities	4,077,652	4,088,382	4,143,475	4,257,678	4,274,132
Wholesale Trade	1,032,679	1,071,275	1,432,261	1,671,721	2,414,857
Retail Trade	17,279,498	18,204,620	19,381,848	21,332,016	28,447,707
Restaurant & Bar	7,032,111	7,551,936	8,567,822	8,765,915	9,162,844
Real Estate	5,575,550	6,043,628	6,485,025	7,313,314	8,406,177
Hotels	1,096,710	1,054,997	1,142,972	1,154,739	993,091
Services	2,833,590	2,900,952	3,209,135	3,820,523	4,010,399
Miscellaneous	839,592	1,256,834	1,804,279	1,936,161	2,574,593
Total	$48,730,473	$50,880,744	$56,613,413	$65,206,263	$89,088,402

Source: City Finance Department.

State-Shared Revenues

State-Shared Sales Taxes. Pursuant to statutory formula, cities and towns in Arizona receive a portion of the State-levied transaction privilege (sales) tax. The State transaction privilege (sales) tax is levied against the same categories of business activity as the City's transaction privilege (sales) tax with the exception of food sales, which the State exempts from tax. As the following table indicates, the rate of taxation as it relates to such portion of the State-levied transaction privilege (sales) tax varies among the different types of business activities taxed, with the most common rate being 5% of the amount or volume of business transacted.

Under current State law, the aggregate amount distributed to all Arizona cities and towns is equal to 25% of the "distribution share" of revenues attributable to each category of taxable activity. The allocation to each city and town of the revenues available to all cities and towns is based on their population relative to the aggregate population of all cities and towns as shown by the latest census. State-levied transaction privilege (sales) taxes are collected by the State and are distributed monthly to cities and towns.

TABLE G-3

State Transaction Privilege (Sales) Tax
Taxable Activities, Tax Rates and Distribution Share
State of Arizona

Taxable Activities	State Tax Rate	Distribution Share
Transporting	5.000%	20.00%
Utilities	5.000	20.00
Telecommunications	5.000	20.00
Pipeline	5.000	20.00
Private car line	5.000	20.00
Publication	5.000	20.00
Job printing	5.000	20.00
Prime contracting	5.000	20.00
Owner builder sales	5.000	20.00
Amusement	5.000	40.00
Restaurant	5.000	40.00
Personal property rental	5.000	40.00
Retail (excluding food sales)	5.000	40.00
Transient lodging	5.500	50.00
Mining – non-metal, oil/gas	3.125	32.00
Commercial lease	0.000	53.33
Severance – metalliferous mining	2.500	80.00
Use tax utilities	5.000	20.00
Jet fuel use tax	(a)	40.00

(a) Does not include the $0.0305 per gallon State tax on the retail sale of jet fuel, which tax is only levied on the first ten million gallons sold to each purchaser in each calendar year.

State-Shared Income Tax. Under current State law, Arizona cities and towns are preempted by the State from imposing a local income tax. Cities and towns are, however, entitled by statutory formula to typically receive 15% of State personal and corporate income tax collections. Distribution of such funds is made monthly based on the proportion of the population of each city and town to the total population of all incorporated cities and towns in the State as determined by the mid-decade special census.

State-Shared Vehicle License Tax. Approximately twenty percent of the revenues collected for the licensing of motor vehicles is distributed to incorporated cities and towns. A city or town receives its share of the vehicle license tax collections based on its population in relation to the total incorporated population of the county. These monies are distributed on a monthly basis. The only stipulation on the use of this revenue is that it must be expended for a public purpose.

From time to time, bills are introduced in, and legislation enacted by, the Arizona Legislature to change the formulas used to allocate the State-shared sales taxes, State-shared income taxes and State-shared vehicle license tax, including proposed adjustments that would reduce the distribution to cities and towns. The possibility of changes in this respect are more likely to be adverse to the City when the State is experiencing financial difficulties. The City cannot determine whether any such measures will become law or how they might affect the revenues which comprise the State-shared revenues. In addition, initiative measures are circulated from time to time seeking to place on the ballot changes in Arizona law which would repeal or modify State sales taxes, State income taxes (the major source of funds for state revenue sharing) and vehicle license taxes. The City cannot predict if any such initiative measures will ever actually be submitted to the electors, what form the measures might take or the outcome of any such election.

[THIS PAGE LEFT INTENTIONALLY BLANK]

APPENDIX H

SUMMARY OF SELECT PROVISIONS OF THE TRUST AGREEMENT AND THE AGREEMENT

The following is a summary of certain provisions of the Agreement and the Trust Agreement that are not described elsewhere in this Official Statement. These summaries do not purport to be comprehensive and reference should be made to the Agreement and the Trust Agreement for a full and complete statement of their provisions. All capitalized terms not defined in this Official Statement shall have the meaning set forth in the Trust Agreement and Agreement.

DEFINITIONS

For the purpose of the following summaries of the Agreement and the Trust Agreement, these words and phrases have the following meanings:

"**Annual Current Principal Requirement**" means for any Bond Year the amount of principal coming due during such Bond Year on Obligations or Parity Obligations.

"**Annual Debt Service Requirement**" means, for any Bond Year, the Annual Current Principal Requirement for that Bond Year and the amount required to be deposited to pay interest on any Parity Obligations and the Obligations in that Bond Year. For the purpose of compliance with the requirements of the Trust Agreement with respect to the proposed issuance of any Parity Obligations, such proposed Parity Obligations shall be treated as Outstanding for the determination of the annual Debt Service requirement. For the computation of annual Debt Service requirement, (i) debt service on Credit Enhanced Indebtedness shall be deemed to include any periodic fees payable to the issuer of any liquidity or credit facility as a condition to such issuer's commitment to purchase such obligations upon tender or to provide moneys necessary for payment of principal of and interest on such obligations when due, and (ii) debt service on Credit Enhanced Indebtedness shall not be based upon the terms of any reimbursement obligation to the issuer of any liquidity or credit facility except to the extent and for periods during which payments are required to be made pursuant to such reimbursement obligation as a result of the issuer's unreimbursed advances of funds thereunder.

"**Authorizing Resolution**" means Resolution No. _____, passed, adopted and approved by the Mayor and City Council of the City on _____, 2021.

"**Bond Year**" means, with respect to the Obligations, initially the period from the Closing Date to July 1, 2021, and thereafter the one-year period commencing each July 2 and ending on the next forthcoming July 1.

"**Business Day**" means a day of the year other than Saturday, Sunday or a day on which banks in the State of Arizona are authorized by law or executive order to close or on which the New York Stock Exchange is closed.

"**City Representative**" means the City Manager or Finance Director or any other person authorized by the City Manager or the Council of the City to act on behalf of the City with respect to the Trust Agreement.

"**Credit Enhanced Indebtedness**" means (i) any series of Parity Obligations payment when due of the principal of and interest on which is fully secured by an irrevocable letter of credit, surety bond, insurance policy or other credit facility or arrangement pursuant to which the City is obligated to reimburse the issuer thereof for advances made thereunder to pay such principal or interest, [or] (ii) any series of Parity Obligations, a feature of which is an option on the part of the owners thereof to tender, or a requirement that such owners tender, all or a portion of such Parity Obligations to the City, or a trustee or other fiduciary for such owners, or another party, for payment of a purchase price or similar payment prior to their specified maturity or due date, if and to the extent that a party other than the City has undertaken to provide the moneys necessary for such payment, [or (iii) the Obligations].

"**Depository Trustee**" means U.S. Bank National Association or any bank or trust company, which may include the Trustee, meeting the requirements of, and designated to act as, Depository Trustee pursuant to the Trust Agreement.

"**Event of Default**" means an event of default under the Agreement or under any Parity Obligations.

"**Excise Tax Fund**" means that certain special and separate fund established and created by the City designated the "City of Goodyear Excise Tax Fund." Such fund is used by the City for receipt of all revenues from any applicable source of

the City's Excise Taxes and State Shared Revenues. Monies in the Excise Tax Fund are not commingled with any other funds of the City.

"**Fiscal Year**" means the period commencing each July 1 and ending June 30 of the succeeding calendar year, unless otherwise determined and designated by the City, and the Excise Taxes shall be accounted for on that basis.

"**Independent Counsel**" means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the City or the Trustee.

"**Market Value**" means the indicated bid value of the investment or investments to be valued as shown in The Wall Street Journal or any publication having general acceptance as a source of valuation of the same or similar types of securities or any securities pricing service available to or used by Trustee and generally accepted as a source of valuation.

"**Outstanding**", when used as of any particular time with respect to Obligations, means (subject to the provisions of the Trust Agreement) all Obligations theretofore executed and delivered by the Trustee hereunder except:

(1) Obligations theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(2) Obligations for the payment or redemption of which funds or noncallable United States Obligations in the necessary amount shall have theretofore been deposited with a Depository Trustee; and

(3) Obligations in lieu of or in exchange for which other Obligations shall have been executed and delivered by the Trustee pursuant to the provisions related to transfer and exchange of obligations in the Trust Agreement.

When used as of any particular time with respect to Parity Obligations, Outstanding means all such Parity Obligations theretofore executed and delivered under the applicable authorizing document except: those which have been cancelled or surrendered for cancellation; those for which payment or redemption has been irrevocably provided for with funds or noncallable United States Obligations in the necessary amount and all other actions have been taken as required under the authorizing documents for the payment thereof; and those in lieu of or in exchange for which other Parity Obligations shall have been executed and delivered pursuant to the authorizing documents.

"**Owner**" or any similar term, when used with respect to a Parity Obligation or Obligation means the person in whose name such Parity Obligations or Obligation shall be registered.

"**Payment Date**" means any date on which a Payment is due from City as designated in the Agreement.

"**Payment Fund**" means that special fund designated "City of Goodyear 2021 Payment Fund" established by the Trustee pursuant to the Trust Agreement.

"**Permitted Investments**" means any of the following, if and to the extent the same are at the time legal for the investment of the City's money:

A. For all purposes, including defeasance investments in refunding escrow accounts:

(1) Cash (insured at all times by the Federal Deposit Insurance Corporation),

(2) Obligations of, or obligations guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States including:

- United States Treasury obligations
- All direct or fully guaranteed obligations
- Farmers Home Administration
- General Services Administration
- Guaranteed Title XI financing
- Government National Mortgage Association (GNMA)
- State and Local Government Series

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

B. For all purposes other than defeasance investments in refunding escrow accounts:

(1) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export-Import Bank
- Rural Economic Community Development Administration
- United States Maritime Administration
- Small Business Administration
- United States Department of Housing & Urban Development (PHAs)
- Federal Housing Administration
- Federal Financing Bank

(2) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC).
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System
- Senior debt obligations of other Government Sponsored Agencies

(3) United States dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(4) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's and "A-1+" by S&P and which matures not more than 270 calendar days after the date of purchase;

(5) Investments in a money market mutual fund rated "AAAm" or "AAAm-G" or better by S&P or Moody's, including, without limitation any mutual fund for which the Trustee or an affiliate of the Trustee serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to the Trust Agreement, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to the Trust Agreement may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee;

(6) Pre-refunded Municipal Obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice;

(a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Moody's or S&P or any successors thereto; or

(b) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph A(2) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and

redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(7) Municipal Obligations rated "Aaa/AAA" or general obligations of States with a rating of "A2/A" or higher by both Moody's and S&P.

"**United States Obligations**" means any bonds or other obligations which are direct obligations of or fully guaranteed as to timely payment of principal, interest and any premium by the United States of America (including Refcorp Strips).

AGREEMENT

Term and Payments. For the purpose of the prepayment and refinancing the Bonds Being Refunded, the City agrees to make the Payments to the Trustee, and the Trustee agrees to accept the Payments from the City.

City agrees to make the Payments to Trustee in advance of the Payment Dates set forth, and in the amounts set forth in the Agreement. The City's obligation to make such Payments shall be limited to revenues from Excise Taxes pledged to the payment thereof by City. The City will transfer funds from its Excise Tax Fund. The obligations of City to make the payments from the sources described and to perform and observe the other agreements shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment. Until such time as all of the Payments have been made and any payments that are due and owing under the Obligations, the Agreement may not be terminated by City for any reason whatsoever.

Pledge of Excise Taxes and State Shared Revenues; Limited Obligations. The City irrevocably pledges and grants a first lien on all Excise Taxes as security for the Payments and other amounts to come due under the Agreement and under the Trust Agreement. The City intends that this pledge shall be a first lien pledge upon such amounts of said Excise Taxes as will be sufficient to make the Payments when due, and on parity with respect to amounts due pursuant to the Parity Obligations heretofore or hereafter issued. The City agrees and covenants to make said Payments from the revenues from said Excise Taxes, except to the extent it chooses to make the Payments from other funds. Said pledge of, and said lien on, the revenues from the Excise Taxes is irrevocably made and created for the prompt and punctual payment of the Payments. All of the Payments are coequal as to the pledge of and lien on the revenues from the Excise Taxes pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from the revenues from the Excise Taxes or security therefor. The pledge and lien shall be on a parity with the pledge of and lien on such Excise Taxes for the payments due with respect to the Parity Obligations.

The City shall remit to Trustee from the Excise Taxes on deposit in the City's special fund designated as the Excise Tax Fund all amounts due under the Agreement in the amounts and at the times and for the purposes as required in the Agreement. The City's obligation to make payments of any amounts due under the Agreement, including amounts due after default or termination thereof, is limited to payment from the Excise Taxes and shall in no circumstances constitute a general obligation of, or a pledge of the full faith and credit of, the City, the State, or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any ad valorem taxes.

Providing for Payment.

(a) City may provide for the payment of any Payment in one or more of the following ways:

(1) by paying the Payment as and when due at its scheduled due date;

(2) by depositing, in trust, at or before maturity, money which, together with the amounts then on deposit with Payee and available for such payment is fully sufficient to make, or cause to be made, the Payment; or

(3) by depositing, in trust, any noncallable United States Obligations, in such amount as shall be certified by a national firm of certified public accountants acceptable to both Trustee and City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with Trustee and available for such payment, to make, or cause to be made, such payment as and when the same becomes due and payable at maturity.

Defaults and Remedies.

(a) Upon the occurrence of an Event of Default (as defined in the Trust Agreement) whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency the Trustee and the Owners of the Obligations Outstanding shall have such rights and obligations as set forth in the Trust Agreement.

(b) The obligation of the City to make Payments is not subject to acceleration and such Payments may not be made immediately due and payable for any reason.

Assignment. Without the prior written consent of Trustee, City shall not assign, transfer, pledge or hypothecate or otherwise dispose of the Agreement, or any interest therein,

Conflict of Interest. A.R.S. Section 38-511 provides that the City may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In addition, the City may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City from any other party to the contract arising as a result of the contract.

TRUST AGREEMENT

Providing for Redemption of the Bonds Being Refunded. The Trustee shall transfer to the Depository Trustee the amount necessary to provide for the prepayment of the Bonds Being Refund.

Payment Fund. Trustee shall establish the Payment Fund. So long as any Obligations are Outstanding, the City shall have no beneficial right or interest in the Payment Fund or the moneys deposited therein, except only as provided in the Trust Agreement. The City shall make the Payments from its Excise Tax Fund. There shall be deposited in the Payment Fund all Payments received by the Trustee. All amounts in the Payment Fund shall be used and withdrawn solely for the purpose of paying the principal of and interest with respect to the Obligations.

Pledge. Payments and all other amounts due under the Agreement are payable from a pledge of, and secured by a lien on, the Excise Taxes as may be necessary for their prompt and punctual payment. Said pledge of, and said lien on, the Excise Taxes is irrevocably made and created by the City pursuant to the Agreement for the prompt and punctual payment of amounts due under the Agreement according to its terms, and to create and maintain the funds as specified therein and herein. None of the Obligations shall be entitled to priority or distinction one over the other in the application of the Excise Taxes thereby pledged to the payment thereof, regardless of the delivery of any of the Obligations prior to the delivery of any other of the Obligations or regardless of the time or times the Obligations mature [or are called for redemption prior to maturity]. All of the Obligations are co-equal as to the pledge of and lien on the Excise Taxes pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from Excise Taxes or security therefor.

Protection of Lien. The Trustee and the City hereby agree not to make or create or suffer to be made or created any assignment or lien having priority or preference over the assignment and lien hereof upon the interests granted hereby or any part thereof. The Trustee and the City agree that no obligations the payment of which is secured by an equal claim on or interest in property or revenues pledged hereunder will be issued or delivered by either except in lieu of, or upon transfer of registration or exchange of, any Obligation as provided herein and except for Parity Obligations.

Existing Parity Pledge. The pledge of Excise Taxes under the Agreement is on a parity with the pledge of the Excise Taxes to payment due on or with respect to the Existing Parity Obligations.

Parity Obligations. Subject to the following, and to other terms and conditions set forth in the Agreement, the City shall have the right to incur additional Parity Obligations payable from and secured by the Excise Taxes, on a parity with the Obligations. Such additional Parity Obligations may include any long term obligation or deferred payment for property including, without limitation, installment purchase or lease purchase agreements. For the purpose of this Section, payments on installment purchase or lease purchase agreements shall be deemed to include a principal component and an interest component and references in this Trust Agreement to the payment of principal, interest and premium shall include the payment of lease purchase or installment purchase payments. So long as any of the Obligations remain outstanding and the principal and interest thereon shall be unpaid or unprovided for, neither the Trustee nor the City will further encumber the Excise Taxes pledged under the Agreement on a basis equal to the pledge thereunder unless all of the following have been met:

(a) Coverage Requirement. As certified by the City, the Excise Taxes collected in the next preceding Fiscal Year shall have amounted to at least two times the Annual Debt Service Requirement for any succeeding Fiscal Year, including with respect to the Existing Parity Obligations and the additional Parity Obligations so proposed to be issued, as certified by the City in writing.

(b) Compliance with Covenants. The City shall be in compliance with all covenants and undertakings set forth in this Trust Agreement, as may have been amended or supplemented.

(c) Required Documents. Before the Trustee shall authenticate and deliver any additional Parity Obligations, the following items shall have been received by the Trustee:

(i) Original executed counterparts of any amendments or supplements to this Trust Agreement entered into in connection with the issuance of the additional Parity Obligations, which are necessary or advisable, in the opinion of nationally recognized bond counsel, to provide that the additional Parity Obligations will be issued in compliance with the provisions of this Trust Agreement.

(ii) A copy of the resolution of the City providing for the additional Parity Obligations, certified by the City Clerk.

(iii) A request and authorization to the Trustee on behalf of the City, signed by a City Representative, to authenticate and deliver the additional Parity Obligations to, or on the order of, the original purchaser thereof upon payment to the Trustee of the amount specified therein (including without limitation, any accrued interest which amount shall be deposited as provided in the applicable resolution or supplemental indenture).

(iv) The written opinion of counsel, who may be counsel for the City, to the effect that: (A) the documents submitted to the Trustee in connection with the request then being made comply with the requirements hereof; (B) the issuance of the additional Parity Obligations has been duly authorized; and (C) all conditions precedent to the delivery of the additional Parity Obligations have been fulfilled.

(v) A written opinion of nationally recognized bond counsel (who also may be the counsel to which reference is made in paragraph (iv) above), to the effect that: when executed for and in the name and on behalf of the City and when authenticated and delivered by the Trustee, those additional Parity Obligations will be valid and legal special obligations of the City in accordance with their terms and will be secured hereunder equally and, except as otherwise provided in this Section and in the supplemental indenture authorizing such additional Parity Obligations, on a parity with all other Obligations of any series at the time outstanding hereunder as to the assignment to the Trustee of the right, title and interest of the City in the moneys in the accounts of the funds created hereby (except as to any provision made by or pursuant to Article V relating to rebate) and the moneys and investments therein to provide for Payments of the Obligations.

(d) When (i) the documents listed above have been received by the Trustee and (ii) the additional Parity Obligations have been executed and authenticated, the Trustee shall deliver the additional Parity Obligations to or on the order of the original purchaser thereof, but only upon payment to the Trustee of the specified amount (including without limitation, any accrued interest) set forth in the request and authorization to which reference is made in paragraph (e)(iii) above.

Investments Authorized. Moneys held by Trustee shall be invested and reinvested to the maximum extent practicable in Permitted Investments having the highest yield reasonably obtainable. Permitted Investments credited to any fund shall be valued at Market Value.

Liability and Protection of Trustee. The recitals of facts, covenants and agreements in the Trust Agreement and in the Obligations contained shall be taken as statements, covenants and agreements of City, and Trustee assumes no responsibility for the correctness of the same, or makes any representations as to the validity or sufficiency of the Trust Agreement or of the Obligations nor shall Trustee incur any responsibility in respect thereof, other than in connection with the duties or obligations in the Trust Agreement or Obligations assigned to or imposed upon them, respectively. Prior to the occurrence of an Event of Default under the Trust Agreement, or after the timely cure of an Event of Default, the Trustee shall perform only such duties as are specifically set forth in the Trust Agreement. After the occurrence of an Event of Default, the Trustee shall exercise such of the rights and powers vested in it, and use the same degree of care

and skill in such exercise, as a prudent indenture trustee would exercise under the circumstances in the conduct of the Trustee's affairs.

Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statements, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of the Trust Agreement, and Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. Trustee shall not be bound to recognize any person as an Owner of any Obligation or to take any action at his request unless such Obligation shall be deposited with Trustee and satisfactory evidence of the ownership of such Obligation shall be furnished to Trustee. Trustee may consult with counsel, who may be counsel to City with regard to legal questions and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith in accordance therewith.

Whenever Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action, such matter (unless other evidence in respect thereof be specifically prescribed) shall be deemed to be conclusively proved and established by the certificate of City Representative and such certificate shall be full warranty to Trustee for any action taken or suffered under the provisions of the Trust Agreement upon the faith thereof, but in its discretion Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Trustee may become the Owner of the Obligations with the same rights it would have if it were not Trustee; may acquire and dispose of other bonds or evidence of indebtedness of City with the same rights it would have if it were not Trustee; and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of Obligations, whether or not such committee shall represent the Owners of the majority in principal amount of the Obligations then Outstanding.

The Trustee may execute any of the trusts or powers in the Trust Agreement and perform the duties required of it thereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty thereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under the Trust Agreement or for anything whatever in connection with the funds and accounts established thereunder, except only for its own willful misconduct or negligence.

No provision in the Trust Agreement shall require Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties.

Trustee shall not be deemed to have notice of any default, except a payment default, unless Trustee has actual notice thereof or is specifically notified in writing of such default by City or the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Obligations then Outstanding.

Removal of Trustee. City (but only if no Event of Default has occurred and is continuing) or the owners of a majority in aggregate principal amount of all Obligations Outstanding, by written directive, at any time and for any reason, may remove Trustee and any successor thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of Arizona, having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars ($50,000,000) and subject to supervision or examination by Federal or State authority.

Trustee may resign by giving written notice to City. Upon receiving such notice of resignation, City shall promptly appoint a successor trustee. In the event that City does not appoint a successor trustee within 30 days, the resigning Trustee may petition the appropriate court having jurisdiction to appoint a successor trustee.

Amendments Permitted.

(a) The Trust Agreement and the Agreement may be modified or amended upon written consent of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, exclusive of Obligations disqualified. Obligations owned or held by or for the account of City or by any person directly or indirectly controlled by, or under direct or indirect common control with City (except any Obligations held in any pension or retirement fund) shall not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of

Outstanding Obligations, and shall not be entitled to vote upon, consent to, or take any other action provided for in the Trust Agreement. No such modification or amendment shall (1) extend or have the effect of extending the fixed maturity of any Obligation or reducing the interest rate with respect thereto or extending the time of payment of interest, or reducing the amount of principal thereof, without the express consent of the Owner of such Obligation, or (2) reduce or have the effect of reducing the percentage of Obligations required for the affirmative vote or written consent to an amendment or modification of the Agreement, or (3) modify any of the rights or obligations of Trustee without its written assent thereto.

(b) The Trust Agreement and the Agreement may be modified or amended, without the consent of any such Owners, but only to (1) add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power reserved to Trustee or City, (2) to cure, correct or supplement any ambiguous or defective provision contained therein or (3) in regard to questions arising thereunder, as the parties thereto may deem necessary or desirable and which shall not adversely affect the interests of the Owners of the Obligations. The Trustee may rely upon an opinion of nationally recognized bond counsel as conclusive evidence that any such supplemental agreement complies with the Trust Agreement.

Procedure for Amendment. A copy of the supplemental agreement requiring consent of Obligation Owners, together with a request to the Obligation Owners for their consent thereto, shall be mailed by Trustee to each Owner of an Obligation at his address as set forth on the Obligation registration books, but failure to mail copies of such supplemental agreement and request shall not affect the validity of the supplemental agreement when assented to as provided in the Trust Agreement.

Such supplemental agreement shall not become effective except upon written consent of the Owners of a majority in principal amount of the Obligations then Outstanding (exclusive of Obligations disqualified) and notice shall have been mailed. The consent of an Owner of an Obligation shall be effective only if accompanied by proof of ownership of the Obligations for which such consent is given. Any such consent shall be binding upon the Owner of the Obligation giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with Trustee prior to the date when the notice has been mailed.

If Owners of the required percentage of Obligations file their consents to such supplemental agreement, Trustee shall mail a notice to the Owners stating in substance that such supplemental agreement has been consented to by the Owners of the required percentage of Obligations and will be effective (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto).

Covenants. City will perform all obligations and duties imposed on it under the Agreement.

City will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be an Event of Default under the Agreement. City will observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by City, including its right to exist and carry on business as a political subdivision.

Limitation of Liability. Except for the payment of Payments from Excise Taxes when due in accordance with the Agreement and the performance of the other covenants and agreements of City contained in the Agreement, City shall have no pecuniary obligation or liability to any of the other parties or to the Owners of the Obligations with respect to the Trust Agreement, or the terms, execution, delivery or transfer of the Obligations, or the distribution of Payments to the Owners by Trustee.

City shall have no obligation or liability to any of the other parties or to the Owners of the Obligations with respect to the performance by Trustee.

If it does so in good faith, Trustee shall be absolutely protected in relying upon an opinion of independent counsel which shall be made available to other parties on request or on a verified certificate of any party.

Events of Default.

(a) The occurrence of any of the following events is defined as and declared to be and to constitute an "Event of Default" under the Trust Agreement:

(i) Payment of any interest on any Obligation shall not be made when and as that interest shall become due and payable.

(ii) Payment of the principal of or any premium on any Obligation shall not be made when and as that principal or premium shall become due and payable, whether at stated maturity, or otherwise.

(iii) Failure by the City to observe or perform any other covenant, agreement or obligation on its part to be observed or performed contained herein or in the Obligations, which failure shall have continued for a period of 60 days after written notice of such failure, by registered or certified mail, shall have been given to the City, requiring that it be remedied, which notice may be given by the Trustee in its discretion and shall be given by the Trustee at the written request of the Owners of not less than 25% in aggregate principal amount of any series of Obligations then outstanding (provided that a greater percentage of such Owners has not given the Trustee a contrary direction).

(iv) The City taking any of the following actions: (A) commencing a proceeding under any federal or state insolvency, reorganization or similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; or (B) having a receiver, conservator, liquidator or trustee appointed for it or for the whole or any substantial part of its property. The declaration of an Event of Default under this subsection and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal or State law affecting or precluding such declaration or exercise during the pendency of or immediately following any liquidation or reorganization proceedings.

The term "default" or "failure" as used in the paragraphs above means a default or failure by the City in the observance or performance of any of the covenants, agreements or obligations on its part to be observed or performed contained herein or in the Obligations, exclusive of any period of grace or notice required to constitute a default or failure an Event of Default, as provided above.

Remedy on Default. Upon an Event of Default, during the continuance of the Event of Default, the Trustee may and, upon request of Owners of twenty-five percent in aggregate amount of Obligations, and indemnified to its satisfaction shall exercise one or more of the following remedies:

(i) Proceed to protect and enforce its rights and the rights of holders of the Obligations by a suit or suits in equity or law;

(ii) Upon bringing suit to enforce any of its rights (a) have a receiver appointed and (b) seek and obtain injunctive relief.

Notwithstanding anything in the Trust Agreement or in the Agreement to the contrary, there shall be no right under any circumstances to accelerate the maturities of the Obligations nor to declare any Payment not then past due to be immediately due and payable.

Application of Funds. All moneys received by Trustee pursuant to any right given or action taken upon default shall be applied by Trustee in the order following upon presentation of the several Obligations, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the costs and expenses of Trustee and of the Obligation Owners in declaring such Event of Default; and

Second, to the payment of the whole amount then owing and unpaid with respect to the Obligations for principal and interest, and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Obligations, then to the payment of such principal and interest, without preference or priority of any installment of interest over any other installment of interest, or any interest over any other principal or principal over interest, ratably to the aggregate of such principal and interest.

Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, and upon being indemnified to its satisfaction therefor, shall proceed to protect or enforce its rights or the rights of the Owners of Obligations by a suit in equity or action at law for the specific performance of any covenant or agreement contained in the Trust Agreement.

Power of Trustee to Control Proceedings. In the event that Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, whether upon its own discretion or upon the request of the Owners of a majority in aggregate principal amount of the Obligations then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Obligations, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of, any litigation pending at law or in equity, without the consent of a majority in aggregate principal amount of the Obligations Outstanding.

Limitation on Obligation Owner's Right to Sue. No Owner of any Obligation shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon the Trust Agreement, unless (a) such Owner shall have previously given to Trustee written notice of the occurrence of an Event of Default; (b) the Owners of at least a majority in aggregate principal amount of all the Obligations then Outstanding shall have made written request upon Trustee to exercise its powers or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to Trustee reasonable indemnity; and (d) Trustee shall have refused or omitted to comply with such request for a period of 60 days.

Defeasance. If and when all outstanding Obligations shall be paid and discharged in anyone or more of the following ways:

(a) by payment of the principal of and interest with respect to all Obligations Outstanding, as and when the same become due and payable;

(b) by depositing, in trust, at or before maturity, money which, together with the amounts then on deposit in the Payment Fund is fully sufficient to payor cause to be paid all Obligations Outstanding, including all principal and interest;

(c) by depositing, in trust, any noncallable Defeasance Obligations in such amount as shall be certified by a national firm of certified public accountants acceptable to both Trustee and City, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge all Obligations (including all principal and interest) at their respective maturity dates; notwithstanding that any Obligations shall not have been surrendered for payment, all obligations of Trustee and City with respect to all outstanding Obligations shall cease and terminate, except only the obligation of Trustee to payor cause to be paid, from funds deposited pursuant to paragraphs (b) and (c) above and paid to the Trustee by the Depository Trustee, to the Owners of the Obligations not so surrendered and paid all sums due with respect e thereto, and in the event of deposits pursuant to paragraphs (b) or (c), the Obligations shall continue to represent direct and proportionate interests of the Owners thereof in such Payments.

Conflict of Interest. A.R.S. Section 38-511 provides that the City may, within three years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. In addition, the City may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City from any other party to the contract arising as a result of the contract.

Governing Law. The Trust Agreement shall be construed and governed in accordance with the laws of the State of Arizona.

No Boycott of Israel. To the extent A.R.S. §§ 35-393 through 35-393.03 are applicable, the Trustee hereby certifies that it is not currently engaged in, and agrees for the duration of the Trust Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.



City of Goodyear

Debt Issuance
Excise Tax Refunding

City Council Meeting
March 22, 2021

Excise Tax Refunding

- What is a refunding?
- Why would we do it?
- Where do we see an impact?

What is a refunding?

- Issuing new debt to pay off outstanding debt
  - "refinancing a mortgage"

Public Improvement Corporation Municipal Facilities Revenue Bonds, Series 2011 → Excise Tax Revenue Refunding Obligations, Series 2021

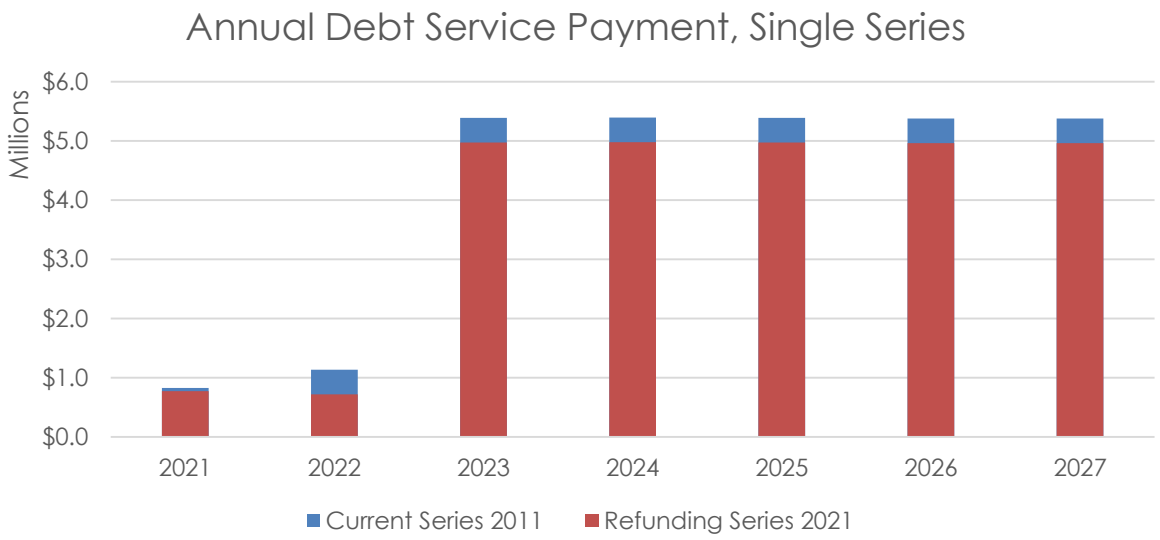
Why would we do it?

- Eight syllables shorter
- Take advantage of lower interest rates
- Minimize use of Public Improvement Corporation
- Tool used for strategic debt planning

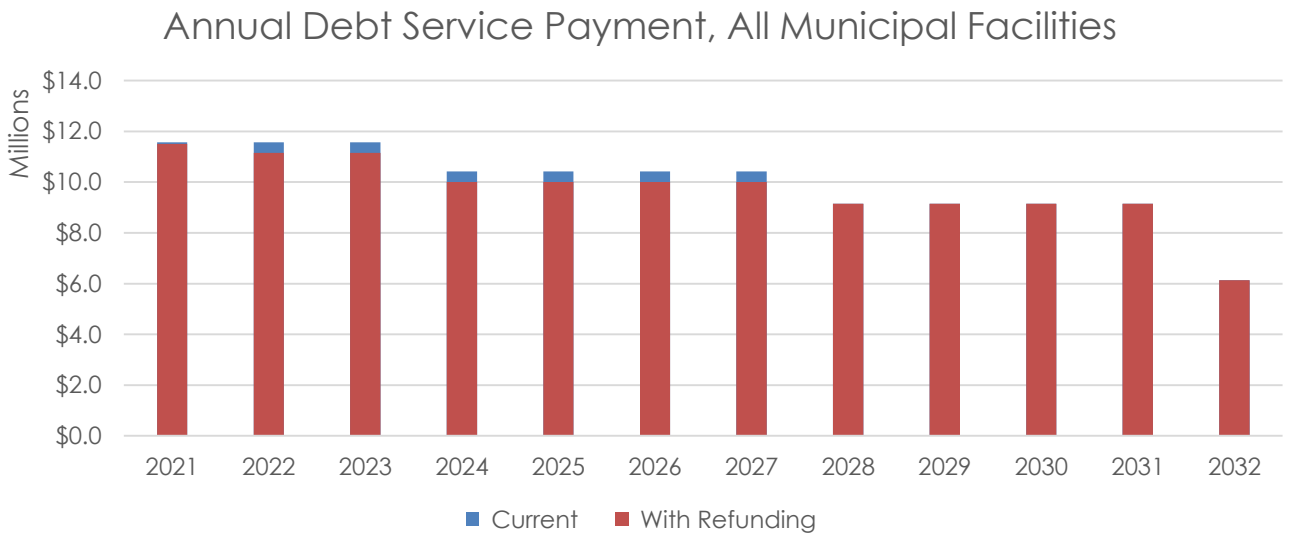
Where do we see an impact?

- Excise taxes back the debt issue
  - Sales; franchise; state shared, fines/forfeitures
- Issue amount of $25,490,000
- Interest rate from 4.7% to 1.2%
- Total savings of $2.2M or 9.4%

Where do we see an impact?



Payments


Annual Debt Service Payment, All Municipal Facilities
Millions
$14.0
$12.0
$10.0
$8.0
$6.0
$4.0
$2.0
$0.0
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
Current
With Refunding



AGENDA ITEM #: 13.
DATE: 03/22/2021
CAR #: 2021-7185

CITY COUNCIL ACTION REPORT

SUBJECT: **AUTHORIZING THE ISSUANCE OF THE CITY OF GOODYEAR GENERAL OBLIGATION BONDS FOR MUNICIPAL BUILDINGS IN THE AMOUNT NOT TO EXCEED $45,195,000**

STAFF PRESENTER(S): Jared Askelson, Finance Manager

OTHER PRESENTER(S):

None.

SUMMARY:

This action authorizes the sale, issuance, and delivery of City of Goodyear, Arizona, General Obligation Bonds, Series 2021 ("Bonds") in the amount not to exceed $45,195,000 for the purpose of constructing Public Buildings.

Recommendation:

ADOPT RESOLUTION NO. 2021-2134 AUTHORIZING THE ISSUANCE AND SALE OF CITY OF GOODYEAR, ARIZONA, GENERAL OBLIGATION BONDS, SERIES 2021; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; APPOINTING A REGISTRAR AND PAYING AGENT FOR THE BONDS; APPROVING THE FORM OF CERTAIN DOCUMENTS AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; DELEGATING THE AUTHORITY TO APPROVE AND DEEM FINAL A FORM OF OFFICIAL STATEMENT; RATIFYING ALL ACTIONS TAKEN AND TO BE TAKEN WITH RESPECT TO THE BONDS IN FURTHERANCE OF THIS RESOLUTION; AND AUTHORIZING ANY NECESSARY BUDGET TRANSFERS RELATED TO THE BONDS AND THE PROJECTS FINANCED THEREBY. (Jared Askelson, Finance Manager)

FISCAL IMPACT:

The issuing of the Bonds will result in an annual debt service payment of approximately $3.4 million. The timing of the payments is designed to keep the total tax rate (Primary and Secondary) at or below $1.74 based on current projections in accordance with the Council's adopted financial policies. Ad valorem property taxes will secure the payment of the Bonds and debt service payments will be made from the secondary property tax levy. The $45,195,000 generated from the sale of the bonds will be used to fund the Civic Square project.

BACKGROUND AND PREVIOUS ACTIONS:

Voters in the City approved the issuance of general obligation (“GO”) bonds of the City at special bond elections held on May 17, 1988, March 8, 1994, September 12, 2000, and September 7, 2004. The City has previously issued GO bonds authorized at the respective special bond elections, and now desires to issue additional GO bonds to finance certain improvements for the public benefit of the City.

STAFF ANALYSIS

The Bonds will be issued in an aggregate original principal amount not to exceed $**45,195,000**, with a yield not exceeding 4.00%, and a maximum maturity not to exceed July 1, 2041. The Bonds are secured by ad valorem property taxes without limit as to rate or amount, however it is estimated that the resulting total property tax rate will not exceed $1.74 in accordance with adopted financial policies.

The issuance of the Bonds will provide funds to finance the construction, acquisition, equipping and improvement of the Civic Square project. The Bonds were approved by the voters of the City. City staff has consulted with Hilltop Securities Inc., as financial advisor to the City, with respect to the ad valorem property tax impact related to the Bonds. City staff and bond counsel has reviewed the proposed issuance and sale of the Bonds, and finds that the Bonds will finance needed infrastructure for the City and the contemplated transaction is in compliance with State of Arizona law and City policies.

Attachments

Resolution

DRAFT Bond Registrar, Transfer Agent and Paying Agent Contract

DRAFT Continuing Disclosure Statement

DRAFT Bond Purchase Agreement

DRAFT Preliminary Official Statement

2021-7185 General Obligation Presentation 031221

RESOLUTION NO. 2021-2134

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF GOODYEAR, ARIZONA, GENERAL OBLIGATION BONDS, SERIES 2021; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; APPOINTING A REGISTRAR AND PAYING AGENT FOR THE BONDS; APPROVING THE FORM OF CERTAIN DOCUMENTS AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; DELEGATING THE AUTHORITY TO APPROVE AND DEEM FINAL A FORM OF OFFICIAL STATEMENT; RATIFYING ALL ACTIONS TAKEN AND TO BE TAKEN WITH RESPECT TO THE BONDS IN FURTHERANCE OF THIS RESOLUTION; AND AUTHORIZING ANY NECESSARY BUDGET TRANSFERS RELATED TO THE BONDS AND THE PROJECTS FINANCED THEREBY.

WHEREAS, the City of Goodyear, Arizona (the "*City*") now desires to issue and sell $45,195,000 of its General Obligation Bonds, Series 2021 (the "*Bonds*"), for the purposes and according to the terms as set forth in this resolution; and

WHEREAS, pursuant to special bond elections held in and for the City on May 17, 1988, March 8, 1994, September 12, 2000, and September 7, 2004 (collectively, the "*Elections*"), the issuance of the Bonds has been approved; and

WHEREAS, the firm of Hilltop Securities Inc., will serve as the City's financial advisor (the "*Financial Advisor*") with respect to the Bonds; and

WHEREAS, the Mayor and Council of the City (the "*Council*") will receive a proposal for the purchase of the Bonds from Stifel, Nicolaus & Company, Incorporated (the "*Underwriter*"), in the form of a bond purchase agreement now on file with the City Clerk (the "*Bond Purchase Agreement*"), and the Council desires that the Bonds be sold through negotiation to the Underwriter on such terms as may hereafter be approved by the Finance Director and agreed to by the Underwriter; and

WHEREAS, within and by the parameters set forth in this resolution, the Council will authorize the execution, issuance and sale of the Bonds and their delivery to the Underwriter in accordance with the Bond Purchase Agreement and at such prices, interest rates, maturities and redemption features as may be hereafter determined by the Finance Director of the City (the "*Finance Director*"), with the advice of the Financial Advisor, and agreed to by the Underwriter; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of Arizona to happen, exist and be performed precedent to and in the adoption of this resolution have happened, exist and have been performed as so required in order to make this resolution a valid and binding instrument for the security of the Bonds authorized herein.

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

Section 1. **Authorization**. For the purpose of providing funds to make certain of the acquisitions and public improvements authorized by the qualified electors of the City at the Elections, there is hereby authorized to be executed, issued and sold an aggregate principal amount of the Bonds not to exceed $45,195,000 in accordance with the provisions of this resolution and delivered to the Underwriter against payment therefor. The Bonds are designated "City of Goodyear, Arizona, General Obligation Bonds, Series 2021." The Bonds shall be executed, issued and sold in accordance with the provisions of this resolution and delivered against payment therefor by the Underwriter. The series designation of the Bonds may change if the Bonds are not sold in calendar year 2021.

Section 2. **Terms**.

A. Bonds. The Bonds will be dated such date, will mature on July 1 in some or all of the years 2021 through 2041, inclusive, and will bear interest from their date to the maturity or earlier redemption date of each of the Bonds, all as set forth in the Bond Purchase Agreement and provided that the Bonds, in the aggregate, shall have a yield not exceeding 4.00%.

The principal amount maturing in each year, the interest rates applicable to each maturity, the optional and mandatory redemption provisions and any other final terms of the Bonds shall be as set forth in the Bond Purchase Agreement, and approved by the Finance Director, and such approval shall be evidenced by the execution and delivery of the Bond Purchase Agreement. The Bonds are expected to be initially issued in fully registered book-entry-only form in amounts equal to the respective year's maturity amount. The Bonds will be in the denominations of $5,000 of principal each or integral multiples thereof. Interest on the Bonds shall be payable semiannually on each January 1 and July 1 (each, an "*Interest Payment Date*") during the term of the Bonds, commencing July 1, 2021 (or on a later date as set forth in the Bond Purchase Agreement).

B. Book-Entry-Only System. So long as the Bonds are administered under the book-entry-only system (the "*Book-Entry-Only System*") described herein, interest payments and principal payments that are part of periodic principal and interest payments shall be paid to Cede & Co. or its registered assigns in "same-day funds" no later than the time established by The Depository Trust Company ("*DTC*") on each Interest Payment Date (or in accordance with then-existing arrangements between the City and DTC). The City has previously entered into an agreement (the "*Letter of Representations*") with DTC in connection with the issuance of its bonds, including the Bonds, and while the Letter of Representations is in effect, the procedures established therein shall apply to the Bonds.

C. Registration. If the Book-Entry-Only System is discontinued, the Registrar's (as defined herein) registration books shall show the registered owners of the Bonds (the owner or owners of the Bonds as shown on the Registrar's registration books shall be referred to individually as "*Owner*" or collectively "*Owners*"). While the Bonds are subject to

the Book-Entry-Only System, the Bonds shall be registered in the name of Cede & Co., or its registered assigns. The Bonds will be administered by the Registrar in a manner that ensures against double issuance and provides a system of transfer of ownership on the books of the Registrar in the manner set forth in the Bonds. The City recognizes that Section 149(a) of the Internal Revenue Code of 1986, as amended (the "*Code*"), requires the Bonds to be issued and to remain in fully registered form in order that interest thereon is exempt from federal income taxation under laws in force at the time the Bonds are delivered. The City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

D. Payment. So long as the Bonds are held under the Book-Entry-Only System, all payments of principal, interest and premium, if any, shall be paid to DTC in accordance with the City's arrangements with DTC. If the Book-Entry-Only System is discontinued, interest on the Bonds will be payable on each Interest Payment Date by the Paying Agent (as defined herein) by check (unless the Owner of the bonds is eligible for payment by wire transfer) mailed to the Owner thereof at such Owner's address as shown on the registration books maintained by the Registrar as of the close of business of the Registrar on the Record Date (as defined herein).

If the Book-Entry-Only System is discontinued, principal of the Bonds will be payable, when due, only upon presentation and surrender of the Bond at the designated corporate trust office of the Paying Agent. If the Book-Entry-Only System is discontinued, upon written request made 20 days prior to an Interest Payment Date by an Owner of at least $1,000,000 in principal amount of Bonds outstanding, all payments of interest and, if adequate provision for surrender is made, principal and premium, if any, shall be paid by wire transfer in immediately available funds to an account within the United States of America designated by such Owner.

Notwithstanding any other provision of this resolution, payment of principal of and interest on any Bond that is held by a securities depository or Bonds subject to a Book-Entry-Only System may be paid by the Paying Agent by wire transfer in "same day funds".

E. Other Terms. The Bonds shall have such additional terms and provisions as are set forth in substantially the form of the Bond attached hereto as Exhibit A and shall be sold under the terms and conditions set forth in the Bond Purchase Agreement.

F. Defeasance. Any Bond or portion thereof in authorized denominations shall be deemed paid and defeased and thereafter shall have no claim on ad valorem taxes levied on taxable property in the City (i) if there is deposited with a bank or comparable financial institution, in trust, moneys or obligations issued by or guaranteed by the United States government ("*Defeasance Obligations*") or both which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay the principal of and interest and any premium on such Bond or portion thereof as the same matures, comes due or becomes payable upon prior redemption and (ii) if such defeased Bond or portion thereof is to be redeemed, notice of such redemption has been given in accordance with provisions hereof or the City has submitted to the Registrar and the Paying Agent instructions expressed to be irrevocable as to the date upon which such Bond or portion thereof is to be redeemed and as to the giving of notice of such redemption. Bonds the

payment of which has been provided for in accordance with this section shall no longer be deemed payable or outstanding hereunder and thereafter such Bonds shall be entitled to payment only from the moneys or Defeasance Obligations deposited to provide for the payment of such Bonds.

Section 3. **Prior Redemption**.

A. Optional Redemption. The Bonds may be subject to redemption prior to their stated maturity date as determined by the Finance Director and set forth in the Bond Purchase Agreement.

B. Mandatory Redemption. The Bonds may be subject to mandatory redemption as determined by the Finance Director and set forth in the Bond Purchase Agreement.

C. Notice of Redemption. So long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond registration books maintained by the Registrar not more than 60 nor less than 30 days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of any registered owner of Bonds to receive a notice of redemption nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

Notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If the monies for the payment of the redemption price and accrued interest are not held in separate accounts with the City, a depository trustee or the Paying Agent prior to sending the notice of redemption, such redemption will be conditional on such monies being so held on or prior to the date set for redemption and if not so held by such date the redemption shall be cancelled and be of no force and effect. The notice of redemption will describe the conditional nature of the redemption.

D. Effect of Call for Redemption. On the date designated for redemption by notice given as herein provided, the Bonds so called for redemption shall become and be due and payable at the redemption price provided for redemption of such Bonds on such date, and, if moneys for payment of the redemption price are held in separate accounts by the City, a depository trustee or the Paying Agent, interest on such Bonds or portions of Bonds so called for redemption shall cease to accrue, such Bonds shall cease to be entitled to any benefit or security hereunder, and the Owners of such Bonds shall have no rights in respect thereof, except to

receive payment of the redemption price thereof, and such Bonds shall be deemed paid and no longer outstanding.

E. Redemption of Less Than All of a Bond. The City may redeem an amount which is included in a Bond in the denomination in excess of, but divisible by, $5,000. In that event, the Owner shall submit the Bond for partial redemption and the Paying Agent shall make such partial payment and the Registrar shall cause to be issued a new Bond in a principal amount equal to the unpaid amount remaining on such Bond after the redemption to be authenticated and delivered to the Owner thereof.

Section 4. **Security**. For the purpose of paying the principal of, premium (if any), interest on and costs of administration of the registration and payment of the Bonds, there shall be levied on all the taxable property in the City a continuing, direct, annual, ad valorem tax, without limit as to rate or amount, sufficient to pay all such principal, premium (if any), interest and administration costs on the Bonds as the same becomes due, such taxes to be levied, assessed and collected at the same time and in the same manner as other taxes are levied, assessed and collected. The proceeds of the taxes shall be kept in a special fund and shall be used only for the purpose for which collected.

Section 5. **Use of Proceeds**. The proceeds from the sale of the Bonds shall be set aside and used by the City for the following purposes in the following estimated amounts:

Amount	Election	Purpose	Debt Limit
$2,400,000	1988	Library, Municipal Buildings	6%
3,795,000	1994	Public Buildings	6%
12,000,000	2000	Public Building Facilities and Technology	6%
27,000,000	2004	Public Buildings, Library and Technology	6%

The Bonds will be charged against the City's 6% debt limit (Article 9, Section 8, Arizona Constitution) as shown above. Notwithstanding the foregoing, upon finalizing the Bond Purchase Agreement as contemplated herein, and if necessary, the Finance Director is authorized to change the amounts and use of proceeds set forth above to accurately reflect the final terms of the Bonds and the intended uses of the proceeds by the City. Any such changes shall be certified in a closing certificate signed by the Finance Director. Further, the Finance Director in such closing certificate shall allocate such amounts and purposes to the maturities of the Bonds. The moneys for each separate purpose as stated above or as set forth in the closing certificate of the Finance Director as to use of proceeds shall be applied and used solely for the respective purpose set forth in the respective ballot question submitted to the qualified electors of the City at the Elections.

The Bonds allocated for each purpose will mature in the amounts and in the years determined by the Finance Director to be in the best interests of the City as shown in such closing certificate executed and delivered by the Finance Director at the time of delivery of the Bonds.

Any premium received from the sale of the Bonds shall be used for the purpose set forth above and to pay the Underwriter's compensation and any other costs of issuance lawfully payable from such premium. If net premium received from the sale of the Bonds is used for the purposes set forth above, such use of net premium shall be in accordance with A.R.S. § 35-457(D).

Section 6. **Form of Bonds**. The Bonds shall be in substantially the form of *Exhibit A* attached hereto and incorporated by reference herein, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby or by the Bond Purchase Agreement and are approved by those officers executing the Bonds and execution thereof by such officers shall constitute conclusive evidence of such approval. If the Book-Entry-Only System is discontinued, the forms of the Bonds shall be adjusted to accommodate the requirements of non-book-entry bonds. The Bonds may have notations, legends or endorsements required by law, securities exchange rule or usage. Each Bond shall show both the date of the issue and the date of its authentication and registration. The Bonds are prohibited from being converted to coupon or bearer form without the consent of the Council and approval of bond counsel.

Section 7. **Execution of Bonds and Other Documents**.

A. **Bond Purchase Agreement**. The Bond Purchase Agreement is hereby approved, and the Mayor, any member of the Council or the Finance Director, is each hereby authorized to execute and deliver the Bond Purchase Agreement on behalf of the City. The Finance Director shall cause the Bond Purchase Agreement to be completed to reflect the terms of the Bonds, including the price at which the Bonds are sold and provisions for original issue premium or original issue discount with respect thereto. Execution and delivery of the Bond Purchase Agreement, as completed, by the Mayor, any member of the Council or the Finance Director, shall constitute conclusive evidence of approval of such final terms and provisions.

B. **Bonds**. The Bonds shall be executed for and on behalf of the City by the Mayor and attested by the City Clerk by their manual or facsimile signatures and the City seal will be either photographically, mechanically or manually imprinted, affixed or reproduced on the Bonds. If the signatures are affixed or imprinted by facsimile, the Mayor and City Clerk shall execute a certificate adopting as their signatures the facsimile signatures appearing on the Bonds. If an officer whose signature is on a Bond no longer holds that office at the time the Bond is authenticated and registered, such Bond shall nevertheless be valid. A Bond shall not be valid or binding until authenticated by the manual signature of an authorized representative of the Registrar. The signature of the authorized representative of the Registrar shall be conclusive evidence that such Bond has been authenticated and issued pursuant to this resolution.

C. **Registrar Contract**. The form of bond registrar, transfer agent and paying agent contract now on file with the City Clerk concerning duties of the Registrar and the Paying Agent for the Bonds is hereby approved and the Mayor, any member of the Council or the Finance Director is each hereby authorized and directed to prepare, execute and deliver such contract on behalf of the City with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by those officers executing the

documents and cause such respective contract to be delivered. Execution and delivery by such officer shall constitute conclusive evidence of such approval.

D. **Continuing Disclosure Certificate**. The form of a continuing disclosure certificate now on file with the City Clerk is hereby approved. The Mayor, the City Clerk or the Finance Director is each hereby authorized and directed to prepare, execute and deliver such certificate on behalf of the City. Execution and delivery by such officer shall constitute conclusive evidence of approval of the certificate.

E. **Official Statement**. The preparation of a preliminary official statement to be used in connection with the sale of the Bonds is hereby authorized and approved and its distribution by the Underwriter is hereby authorized and approved. Such preliminary official statement shall be in a form that is approved and deemed "final" for all purposes of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934 (the "*Rule*"), by the Mayor, any member of the Council or the Finance Director. The City will cause a final official statement (the "*Official Statement*") in substantially the form of the preliminary official statement referred to above, but with omissions permitted by the Rule, to be prepared and distributed with the Bonds in accordance with the Rule. The Mayor, any member of the Council or the Finance Director is each hereby authorized to approve, execute and deliver the Official Statement on behalf of the City. Execution and delivery by such officer shall constitute conclusive evidence of such approval.

F. **Authority**. In the event the Mayor, the Finance Director, or any other officer of the City is unavailable or unable to discharge any obligation or duty with respect hereto, including the approval, execution or attestation of the Bonds or other documents, then any member of the Council may act in the capacity of such officer for the purpose of discharging such obligation or duty.

Section 8. **Mutilated, Lost or Destroyed Bonds**. In case any Bond becomes mutilated or destroyed or lost, the Registrar shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of the mutilated Bond or in lieu of and in substitution for the Bond destroyed or lost, upon the Owner's paying the reasonable expenses and charges of the City and the Registrar in connection therewith and, in the case of the Bond destroyed or lost, filing with the City and the Registrar of evidence satisfactory to the City and the Registrar that such Bond was destroyed or lost, and furnishing the City and the Registrar with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

Section 9. **Registrar and Paying Agent**. The City will maintain an office or agency where Bonds may be presented for registration or transfer (the "*Registrar*") and an office or agency where Bonds may be presented for payment (the "*Paying Agent*"). The Finance Director may appoint one or more co-registrars or one or more additional paying agents. The Registrar and the Paying Agent may make reasonable rules and set reasonable requirements for their respective functions with respect to the Owners of the Bonds.

Initially, U.S. Bank National Association shall act as both the Registrar and the Paying Agent with respect to the Bonds. An entity into which either or both of the Registrar and the

Paying Agent is merged or consolidated shall continue as the Registrar and the Paying Agent hereunder without notice to the Owners of the Bonds or any further action by the City. The City may change the Registrar or the Paying Agent without notice to or consent of Owners of the Bonds and the City may act in any such capacity.

Each Paying Agent shall be required to agree in writing that the Paying Agent will hold in trust for the benefit of the Owners of the Bonds all moneys held by the Paying Agent for the payment of principal of and interest and any premium on the Bonds.

The Registrar may appoint an authenticating agent acceptable to the City to authenticate Bonds. An authenticating agent may authenticate Bonds whenever the Registrar may do so. Each reference in this resolution to authentication by the Registrar includes authentication by an authenticating agent acting on behalf and in the name of the Registrar and subject to the Registrar's direction.

The Registrar shall keep separate registration books for the Bonds, which will show the Owners of the Bonds and any transfer of the Bonds. So long as the Book-Entry-Only System is in effect, no transfer of the Bonds shall occur. If the Book-Entry-Only System is discontinued and Bonds are presented to the Registrar or a co-registrar with a request to transfer, the Registrar shall register the transfer on the registration books if its requirements for transfer are met and shall authenticate and deliver one or more Bonds registered in the name of the transferee of the same principal amount, maturity and rate of interest as the surrendered Bonds. All transfer fees and costs shall be paid by the transferor.

The "*Record Date*" for the Bonds shall be the close of business of the Registrar on the 15th day of the month preceding an Interest Payment Date. The Registrar may, but shall not be required to, transfer or exchange any Bonds during the period commencing on the Record Date to and including the respective Interest Payment Date. If the Registrar transfers or exchanges Bonds within the period referred to above, interest on such Bonds shall be paid to the person who was the Owner at the close of business of the Registrar on the Record Date as if such transfer or exchange had not occurred.

The Registrar shall authenticate Bonds for original issue not to exceed $45,195,000 in original aggregate principal amount upon the written request of the Finance Director. The aggregate principal amount of Bonds outstanding at any time may not exceed this amount except for replacement Bonds as to which the requirements of the Registrar and the City are met.

Section 10. **Resolution a Contract**. This resolution shall constitute a contract between the City and the Owners and shall not be repealed or amended in any manner which would impair, impede or lessen the rights of the Owners of the Bonds then outstanding. The performance by the Mayor, any member of the Council, the Finance Director and the City Clerk of the obligations in this resolution, the Bonds and the other agreements listed in Section 7 of this resolution is hereby authorized and approved.

Section 11. **Ratification of Actions**. All actions of the officers and agents of the City which conform to the purposes and intent of this resolution and which further the issuance and

sale of the Bonds as contemplated by this resolution whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of the City are hereby authorized and directed to do all such acts and things and to execute and deliver all such documents on behalf of the City as may be necessary to carry out the terms and intent of this resolution.

Section 12. **Bond Insurance or Credit Enhancement**. The Finance Director is hereby authorized to expend or cause to be expended Bond proceeds to purchase bond insurance or other credit enhancements for the Bonds if deemed to be in the City's best interest.

Section 13. **Tax Covenants**. In consideration of the purchase and acceptance of the Bonds by the Owners thereof and, as authorized by Arizona Revised Statutes, Title 35, Chapter 3, Article 7, and in consideration of retaining the exclusion of interest income on the Bonds from gross income for federal income tax purposes, the City covenants with the Owners from time to time of the Bonds to neither take nor fail to take any action which action or failure to act is within its power and authority and would result in interest income on the Bonds becoming subject to inclusion as gross income for federal income tax purposes under either laws existing on the date of issuance of the Bonds or such laws as they may be modified or amended.

With respect to the Bonds herein authorized to be sold, the City or a partner of Gust Rosenfeld P.L.C., bond counsel to the City ("*Bond Counsel*"), is authorized to execute and file on behalf of the City information reporting returns and to file or deliver such other information as may be required by Section 149(e) of the Code.

The City will comply with such requirements and will take any such actions as in the opinion of Bond Counsel are necessary to prevent interest income on the Bonds from becoming subject to inclusion in gross income for federal income tax purposes. Such requirements may include but are not limited to making further specific covenants; making truthful certifications and representations and giving necessary assurances; complying with all representations, covenants and assurances contained in certificates or agreements to be prepared by Bond Counsel; to pay to the United States of America any required amounts representing yield reduction payments or rebates of arbitrage profits relating to the Bonds; filing forms, statements and supporting documents as may be required under the federal tax laws; and limiting the term of and yield on investments made with moneys relating to the Bonds.

The Council hereby authorizes the Finance Director, or his or her designee, to represent and act for the City in all matters pertaining to the City's tax-exempt bonds, as may be necessary to comply, on a continuing basis, with the Internal Revenue Service, Securities Exchange Commission and other governmental entities requests, reporting requirements and post issuance compliance policies and matters.

Section 14. **Severability**. If any section, paragraph, subdivision, sentence, clause or phrase of this resolution is for any reason held to be illegal, invalid or unenforceable, such decision will not affect the validity of the remaining portions of this resolution. The Council hereby declares that this resolution would have been adopted and each and every other section, paragraph, subdivision, sentence, clause or phrase hereof and authorized the issuance of the

Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this resolution may be held illegal, invalid or unenforceable.

Section 15. **Waiver of Inconsistency**. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 16. **Budget Transfer Authorization**. Pursuant to this resolution any budget transfers necessary related to the sale, issuance and delivery of the Bonds and initial debt service of the Bonds are hereby authorized and approved.

[Signatures on following page]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Goodyear, Arizona, this 22nd day of March, 2021.

_____
Georgia Lord, Mayor

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Timothy A. Stratton
Gust Rosenfeld P.L.C., Bond Counsel

Exhibit A: Bond Form

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA

County of Maricopa

I, the undersigned Darcie McCracken, being the duly appointed, qualified City Clerk of the City of Goodyear, Maricopa County, Arizona, certify that the foregoing Resolution No. 2021-2134 is a true, correct and accurate copy of Resolution No. 2021-2134, passed and adopted at a regular meeting of the Council of the City of Goodyear, Maricopa County, Arizona, held on March 22, 2021, at which a quorum was present and, by a _____vote, ___voted in favor of said resolution.

Given under my hand and sealed this 22nd day of March, 2021.

_____
seal City Clerk

EXHIBIT A

(Form of Book-Entry-Only Bond)

Number: R-_____ Denomination: $_____

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("*DTC*"), to the registrar (or any successor registrar) for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BOND,
SERIES 2021

Interest Rate	Maturity Date	Original Dated Date	CUSIP
____%	July 1, 20__	_____, 2021	382505___

Registered Owner: Cede & Co.

Principal Amount: _____ AND NO/100 DOLLARS ($_____)

CITY OF GOODYEAR, ARIZONA (the "*City*"), for value received, hereby promises to pay to the registered owner identified above, or registered assigns as provided herein, on the maturity date set forth above, the principal amount set forth above, and to pay interest on the unpaid principal amount at the interest rate shown above.

[INSERT CALL FEATURE HERE, IF APPLICABLE]

Interest is payable on January 1 and July 1 of each year commencing July 1, 2021, and will accrue from the most recent date to which interest has been paid, or, if no interest has been paid, from the original dated date set forth above. Interest will be computed on the basis of a year comprised of 360 days consisting of 12 months of 30 days each.

Principal of and interest on this bond are payable in lawful money of the United States of America. Interest payments and principal payments that are part of periodic principal and interest payments shall be received by Cede & Co., as nominee of DTC, or its registered assigns in same-day funds no later than the time established by DTC on each interest or principal payment date (or in accordance with existing arrangements between the City and DTC).

The "Record Date" for this bond will be the 15th day of the month preceding an interest payment date.

It is hereby certified and recited that all conditions, acts and things required by the Constitution and laws of the State of Arizona to exist, to occur and to be performed precedent to and in the issuance of this bond exist, have occurred and have been performed and that the series of bonds of which this is one, together with all other indebtedness of the City, is within every debt and other limit prescribed by the Constitution and laws of the State of Arizona, and that due provision has been made for the levy and collection of a direct, annual, ad valorem tax upon all of the taxable property in the City for the payment of this bond and of the interest hereon as each becomes due.

This bond is one of a series of general obligation bonds in the aggregate principal amount of [$_____] of like tenor except as to amount, maturity date, redemption provisions, interest rate and number, issued by the City to provide funds to make those certain acquisitions and public improvements approved by a majority vote of qualified electors voting at elections duly called and held in and for the City, pursuant to a resolution of the Mayor and Council of the City duly adopted prior to the issuance hereof (the "*Resolution*") and pursuant to the Constitution and laws of the State of Arizona relative to the issuance and sale of general obligation bonds, and all amendments thereto, and all other laws of the State of Arizona thereunto enabling.

For the punctual payment of this bond and the interest hereon and for the levy and collection of ad valorem taxes on all taxable property within the City sufficient for that purpose, the full faith and credit of the City are hereby irrevocably pledged.

The registrar or paying agent may be changed by the City without notice.

So long as the book-entry-only system is in effect, this bond is non-transferable. If the book-entry-only system is discontinued, this bond is transferable by the registered owner in person or by attorney duly authorized in writing at the designated office of the registrar, which on the original issue date is the corporate trust office of U.S. Bank National Association, upon surrender and cancellation of this bond. Bonds of this issue will be issued only in fully registered form in the denomination of $5,000 of principal or integral multiples thereof.

The City, the registrar and the paying agent may treat the registered owner of this bond as the absolute owner for the purpose of receiving principal and interest and for all other purposes and none of them shall be affected by any notice to the contrary.

The City has caused this bond to be executed by the Mayor and attested by the Clerk, which signatures may be facsimile signatures and the City seal has been photographically, mechanically or manually imprinted, affixed or reproduced on this bond. This bond is not valid or binding upon the City without the manually affixed signature of an authorized representative of the registrar. This bond is prohibited from being issued in coupon or bearer form without the consent of the City and the occurrence of certain other conditions.

CITY OF GOODYEAR, ARIZONA

_____
Mayor

ATTEST:

_____
Clerk

DATE OF AUTHENTICATION AND REGISTRATION: [__________, 2021].

CERTIFICATE OF AUTHENTICATION

This bond is one of the City of Goodyear, Arizona, General Obligation Bonds, Series 2021, described in the Resolution.

U.S. Bank National Association, as Registrar

____

Authorized Representative

- -

FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT-_______Custodian_______
(Cust) (Minor)
under Uniform Gifts/Transfers to Minors Act __(State)

Additional abbreviations may also be used though not in list above

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

____

(Name and Address of Transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____________ ____, attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated _______________________

____

Note: The signature(s) on this assignment must correspond with the name(s) as written on the within registered bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

____

Firm or Bank

____

Authorized Signature

Signature guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other program acceptable to the Registrar.

ALL FEES AND TRANSFER COSTS SHALL BE PAID BY THE TRANSFEROR

FEDERAL TAXPAYER I.D. NO. 86-6000249

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT CONTRACT FOR BONDS OF THE CITY OF GOODYEAR, ARIZONA

This Bond Registrar, Transfer Agent and Paying Agent Contract dated as of [_____, 2021] (this "*Contract*"), is made and entered into between the **CITY OF GOODYEAR, ARIZONA** (the "*City*"), and **U.S. BANK NATIONAL ASSOCIATION**, Phoenix, Arizona (the "*Bank*"), and witnesseth as follows:

The City will issue its City of Goodyear, Arizona, General Obligation Bonds, Series 2021 (the "*Bonds*"), in the aggregate principal amount of [$_____]. The City Council (the "*Council*") of the City has determined that the services of a bond registrar, transfer agent and paying agent are necessary and in the best interests of the City. Initially, the Bonds will be issued in book-entry-only form through The Depository Trust Company ("*DTC*") and, so long as the book-entry-only system (the "*Book-Entry-Only System*") is in effect, the Bonds will be registered in the name of Cede & Co., the nominee of DTC.

The Bank desires to perform bond registrar, transfer agent and paying agent services during the life of the Bonds.

For and in consideration of the mutual promises, covenants, conditions and agreements hereinafter set forth, the parties do agree as follows:

1. **Services**. The Bank hereby agrees to provide the following services:

A. Bond registrar services which shall include, but not be limited to, (1) initially authenticating and verifying the Bonds; (2) keeping registration books sufficient to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "*Code*"); (3) recording transfers of ownership of the Bonds promptly as such transfers occur; (4) protecting against double or overissuance; (5) authenticating new Bonds prepared for issuance to transferees of original and subsequent purchasers; (6) informing the City of the need for additional printings of the Bonds should the forms printed prior to initial delivery prove inadequate; and (7) lodging with the City the signatures of the persons authorized and designated from time to time to authenticate the Bonds upon request.

B. Transfer agent services which shall include, but not be limited to, (1) receiving and verifying all Bonds tendered for transfer; (2) preparing new Bonds for delivery to transferees and delivering the same either by delivery or by mail, as the case may be; (3) destroying Bonds submitted for transfer; and (4) providing proper information for recordation in the registration books.

C. Paying agent services which shall include, but not be limited to, (1) providing a billing to the City at least thirty (30) days prior to a Bond interest payment date setting forth the amount of principal and interest due on such date; (2) preparing, executing, wiring or mailing all interest payments to each registered owner of the Bonds on or before the

scheduled payment date and in no event later than the time established by DTC on the date such payments are due (unless sufficient funds to make such payments have not been received by the Bank); (3) verifying all matured Bonds upon their surrender; (4) paying, or causing to be paid, all principal and premium, if any, due upon the Bonds as they are properly surrendered therefor to the Bank; (5) preparing a semiannual reconciliation showing all principal and interest paid during the period and providing copies thereof to the City; (6) inventorying all documentation of payments made, including the amount, payee and wire confirmation or imaged information for six (6) years after payment; and (7) making proof of such payments available to the City or any owner or former owner.

2. **Record Date**. The "*Record Date*" for the payment of interest will be the close of business of the Bank on the fifteenth (15th) day of the month preceding an interest payment date. Normal transfer activities will continue after the Record Date but the interest payment on a particular Bond will be mailed to the registered owner of the Bond as shown on the registration books of the Bank on the close of business on the Record Date. Principal (and premium, if any) shall be paid only on surrender of the particular Bond at or after its maturity or prior redemption date, if applicable.

3. **Redemption Notices**. The Bank agrees to provide certain notices to the Bond owners as required to be provided by the Bank in, and upon being provided with a copy of, the resolution of the City approving the issuance, sale and delivery of the Bonds. So long as the Book-Entry-Only System is in effect, the Bank shall send notices of redemption to DTC in the manner required by DTC. If the Book-Entry-Only System is discontinued, the Bank shall mail notice of redemption of any Bond to the registered owner of the Bond or Bonds being redeemed at the address shown on the bond register maintained by the Bank, or successor bond registrar, not more than sixty (60) nor less than thirty (30) days prior to the date set for redemption. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Neither the failure of DTC, nor any registered owner of Bonds to receive a notice of redemption, nor any defect therein will affect the validity of the proceedings for redemption of Bonds as to which proper notice of redemption was given.

The Bank also agrees to send notice of any redemption to the Municipal Securities Rulemaking Board (the "*MSRB*"), currently through the MSRB's Electronic Municipal Market Access system, in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the City or by a paying agent prior to sending the notice of redemption, such redemption shall be conditional on such moneys being so held on the date set for redemption and if not so held by such date, the redemption shall be cancelled and be of no force and effect.

Each redemption notice must contain, at a minimum, the complete official name of the issue with series designation, CUSIP number, certificate numbers, amount of each Bond called (for partial calls), date of issue, interest rate, maturity date, publication date (date of release to the general public, or the date of general mailing of notices to Bond owners and information services), redemption date, redemption price, redemption agent and the name and address of the place where the Bonds are to be tendered, including the name and phone number of the contact person. Such redemption notices may contain a statement that no representation is made as to the accuracy of the CUSIP numbers printed therein or on the Bonds.

4. **Issuance and Transfer of Bonds**. The Bank will issue the Bonds to registered owners, require the Bonds to be surrendered and cancelled and new Bonds issued upon transfer, and maintain a set of registration books showing the names and addresses of the owners from time to time of the Bonds. The Bank shall promptly record in the registration books all changes in ownership of the Bonds.

5. **Payment Deposit**. The City will transfer immediately available funds to the Bank no later than one (1) business day prior to or, if agreed to by the parties hereto, on the date on which the interest, principal and premium payments (if any) are due on the Bonds, but in no event later than the time established by DTC, on the date such payments are due. The Bank shall not be responsible for payments to Bond owners from any source other than moneys transferred, or caused to be transferred, to it by the City.

6. **Collateral**. The Bank shall collateralize the funds on deposit at the Bank in accordance with A.R.S. §§ 35-323 and 35-491.

7. **Turnaround Time**. The Bank will comply with the three (3) business day turnaround time required by Securities and Exchange Commission Rule 17Ad-2 on routine transfer items.

8. **Fee Schedule; Initial Fee**. For its services under this Contract, the City will pay the Bank in accordance with the fee schedule set forth in the attached *Exhibit A*, which is incorporated herein by reference. The fee for the Bank's initial services hereunder and services to be rendered until June 1, 2021 is $600.00 and shall be billed by the Bank to the City after closing and paid by the City after the initial delivery of the Bonds solely from proceeds of the Bonds. Subsequent payments shall be made in accordance with this Contract.

9. **Costs and Expenses**. The City hereby agrees to pay all costs and expenses of the Bank pursuant hereto. If, for any reason, the amounts the City agrees to pay herein may not be paid from the annual tax levy for debt service on the Bonds, such costs shall be paid by the City from any funds lawfully available therefor and the City agrees to take all actions necessary to budget for and authorize expenditure of such amounts.

10. **Fees for Services in Subsequent Fiscal Years**. The Bank will bill the City on or about [June 1, 2021], and prior to each June 1 thereafter.

11. **Hold Harmless**. The Bank shall indemnify and hold harmless the City, its Mayor and Council, the Chief Financial Officer and all boards, commissions, officials, officers and employees of the City, individually and collectively, for claims determined by a court of competent jurisdiction to have directly resulted from the Bank's failure to perform to its standard of care as herein stated, provided that the City shall be requested to deliver to the Bank written notice of any such claim within thirty (30) calendar days of the City becoming aware of such claim.

12. **Standard of Care Required**. In the absence of bad faith on its part in the performance of its services under this Contract, the Bank shall not be liable for any action taken or omitted to be taken by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted to be taken by it in good faith and in accordance with advice of counsel, and shall not be liable for any mistakes of fact or errors of judgment or for any actions or omissions of any kind unless caused by its own willful misconduct or negligence.

13. **Entire Contract**. This Contract and *Exhibit A* attached hereto contain the entire understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof, shall be binding unless in writing and signed by a duly authorized representative of all parties hereto.

14. **Amendment**. The City and the Bank reserve the right to amend any individual service set forth herein or all of the services upon providing a sixty (60) day prior written notice. Any corporation, association or agency into which the Bank may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from such conversion, sale merger, consolidation or transfer to which it is a party, *ipso facto*, shall be and become successor bond registrar, transfer agent and paying agent under this Contract and vested with all of the same rights, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

15. **Resignation or Replacement**. The Bank may resign or the City may replace the Bank as bond registrar, transfer agent and paying agent at any time by giving thirty (30) days' written notice of resignation or replacement to the City or to the Bank, as applicable. The resignation shall take effect upon the appointment of a successor bond registrar, transfer agent and paying agent. A successor bond registrar, transfer agent and paying agent will be appointed by the City; provided, that if a successor bond registrar, transfer agent and paying agent is not so appointed within ten (10) days after a notice of resignation is received by the City, the Bank may apply to any court of competent jurisdiction to appoint a successor bond registrar, transfer agent and paying agent. Any resignation or replacement of the Bank pursuant to this Section shall be without cost to the City.

In the event the Bank resigns or is replaced, the City reserves the right to appoint a successor bond registrar, transfer agent and paying agent who may qualify pursuant to

A.R.S. § 35-491 et seq., or any subsequent statute pertaining to the registration, transfer and payment of bonds. In such event the provisions hereof with respect to payment by the City shall remain in full force and effect, but the Finance Director shall then be authorized to use the funds collected for payment of the costs and expenses of the Bank hereunder, provided that the Bank shall have been paid its fees and expenses due and owing to it, to pay the successor registrar, transfer agent and paying agent or as reimbursement if the Finance Director acts as bond registrar, transfer agent and paying agent.

16. **Reports to Arizona Department of Administration**. The Bank shall make such reports to the Arizona Department of Administration (or any other party designated to receive such reports pursuant to the applicable laws of the State (as defined herein)) pertaining to the retirement of any Bonds and of all payments of interest thereon, within thirty (30) days of a request therefor, from the Arizona Department of Administration or the City, or the agents of either, to comply with the requirements of the Arizona Department of Administration (or any other party designated in applicable State law) pursuant to A.R.S. § 35-502.

17. **Form of Records**. The Bank's records shall be kept in compliance with standards as have been or may be issued from time to time by the Securities and Exchange Commission, the MSRB, the requirements of the Code and any other securities industry standard. The Bank shall retain such records in accordance with the applicable record keeping standard of the Internal Revenue Service.

18. **Advice of Counsel and Special Consultants**. When the Bank deems it necessary or reasonable, it may apply to Gust Rosenfeld P.L.C. or such other law firm or attorney approved by the City for instructions or advice. Any fees and costs incurred shall be added to the next fiscal year's fees, costs and expenses to be paid to the Bank.

19. **Examination of Records**. The City, or its duly authorized agents may examine the records relating to the Bonds at the office of the Bank where such records are kept at reasonable times as agreed upon with the Bank and such records shall be subject to audit from time to time at the request of the City, the Bank or the Auditor General of the State of Arizona (the "*State*").

20. **Payment of Unclaimed Amounts**. In the event any check for payment of interest on a Bond is returned to the Bank unendorsed or is not presented for payment within two (2) years from its payment date, or any Bond is not presented for payment of principal at the maturity or redemption date, if applicable, if funds sufficient to pay such interest or principal due upon such Bond shall have been made available to the Bank for the benefit of the owner thereof, it shall be the duty of the Bank to hold such funds, without liability for interest thereon, for the benefit of the owner of such Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Bond or amounts due thereunder. The Bank's obligation to hold such funds shall continue for two (2) years and six (6) months (subject to applicable escheat or unclaimed property law) following the date on which such interest or principal payment became due, whether at maturity or at the date fixed for redemption, or otherwise, at which time the Bank shall surrender such unclaimed funds so held to the City, whereupon any

claim of whatever nature by the owner of such Bond arising under such Bond shall be made upon the City and shall be subject to the provisions of applicable law.

21. **Invalid Provisions**. If any provision hereof is held to be illegal, invalid or unenforceable under present or future laws, this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Contract; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.

22. **Mutilated, Lost or Destroyed Bonds**. With respect to Bonds which are mutilated, lost or destroyed, the Bank shall cause to be executed and delivered a new Bond of like date and tenor in exchange and substitution for and upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond lost or destroyed, upon the registered owner's paying the reasonable expenses and charges in connection therewith and, in the case of any Bond destroyed or lost, filing by the registered owner with the Bank and the City of evidence satisfactory to the Bank and the City that such Bond was destroyed or lost, and furnishing the Bank and the City with a sufficient indemnity bond pursuant to A.R.S. § 47-8405.

23. **Conflict of Interest**. Each party gives notice to the other parties that A.R.S. § 38-511 provides that the State, its political subdivisions or any department or agency of either, may within three (3) years after its execution cancel any contract without penalty or further obligation made by the State, its political subdivisions or any of the departments or agencies of either, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either, is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

24. **Covenants**. The City has agreed in its authorizing resolution to take all necessary actions required to preserve the tax-exempt status of the Bonds. Such actions may require the calculation of amounts of arbitrage rebate, which may be due and owing to the United States of America. The calculation of such rebate amount may be performed by an individual or firm qualified to perform such calculations and who or which may be selected and paid by the City. If the City does not retain a consultant to do the required calculations concerning arbitrage rebate and if, in the sole discretion of the City, a rebate calculation is required to permit interest on the City's Bonds to be and remain exempt from gross income for federal income tax purposes, the City may include, in addition to all other bills payable under this Contract, the costs and expenses and fees of an arbitrage consultant. The City may contract with a consultant to perform such arbitrage calculations as are necessary to meet the requirements of the Code. All fees, costs and expenses so paid may be deducted from moneys of the City or from tax levies made to pay the interest on the Bonds. Such costs, fees and expenses shall be considered as interest payable on the Bonds. This Contract shall be full authority to the City to cause to be levied and collected such amounts as may be necessary to make all rebates to the United States of America.

25. **Levy for Expenses**. Except for the initial fiscal year's costs and expenses, all costs and expenses incurred with respect to services for registration, transfer and payment of the Bonds and, if applicable, for costs and expenses in connection with the calculation of arbitrage rebate shall be treated as interest on the Bonds and the City agrees to include the same in the taxes levied for interest debt service during each of the ensuing fiscal years.

26. **Waiver of Trial by Jury**. Each party hereto hereby agrees not to elect a trial by jury of any issue triable of right by jury, and waives any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to this Contract, or any claim, counterclaim or other action arising in connection herewith. This waiver of right to trial by jury is given knowingly and voluntarily by each party, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise accrue.

27. **Governing Law**. This Contract is governed by the laws of the State.

28. **Transfer Expenses**. The transferor of any Bond will be responsible for all fees and costs relating to such transfer of ownership.

29. **E-verify Requirements**. To the extent applicable under A.R.S. § 41-4401, the Bank and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Bank's, or its subcontractors', breach of the above-mentioned warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City. The City retains the legal right to randomly inspect the papers and records of the Bank and its subcontractors who work on this Contract to ensure that the Bank and its subcontractors are complying with the above-mentioned warranty.

The Bank and its subcontractors warrant to keep such papers, information and records as necessary to verify compliance with the above-mentioned warranty (collectively, the "*Information*") open for random inspection by the City during normal business hours. The Bank and its subcontractors shall cooperate with the City's random inspections including granting the City entry rights onto their property to perform the random inspections, granting the City access to, and use of, the Information, provided that the City agrees it will use the Information solely for the purpose of verifying compliance with the E-verify requirements and the warranty of this Section and, subject to the requirements of law, including the public records of the State, the City will preserve the confidentiality of any information, records, or papers the City views, accesses, or otherwise obtains during any and every such random inspection, including, without limitation, the Information, and waiving their respective rights to keep such Information confidential.]

30. **Electronic Storage**. The parties hereto agree that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproduction of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

31. **No Boycott of Israel**. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, the Bank hereby certifies that it is not currently engaged in, and agrees for the

duration of this Contract to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

32. **Counterparts**. This Contract may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

[Signatures on following page]

This Contract is dated and effective as of [_____, 2021].

CITY OF GOODYEAR, ARIZONA

By_____
Mayor

ATTEST:

_____
City Clerk

U.S. BANK NATIONAL ASSOCIATION,
as Bank

By_____
Authorized Representative

Attach as *Exhibit A* the fee schedule of the Bank.

[Signature Page to Bond Registrar, Transfer Agent and Paying Agent Contract]

[$_____]
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2021

CONTINUING DISCLOSURE CERTIFICATE
CUSIP BASE NO. 382505

This Continuing Disclosure Certificate (this "*Disclosure Certificate*") is undertaken by the City of Goodyear, Arizona (the "*City*"), in connection with the issuance of its General Obligation Bonds, Series 2021 (the "*Bonds*"). In consideration of the initial sale and delivery of the Bonds, the City covenants as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with the Rule (each as defined herein).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Audited Financial Statements*" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form**.**

"*Bondholder*" shall mean any registered owner or beneficial owner of the Bonds.

"*Bond Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized bond counsel as may be selected by the City.

"*Dissemination Agent*" shall mean the City or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the United States Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

"*Financial Obligation*" means:

(i) a debt obligation;
(ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or
(iii) a guarantee of (i) or (ii),

except that "*Financial Obligation*" does not include municipal securities as to which a final official statement has been provided to MSRB.

"*Listed Events*" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Official Statement*" shall mean the final official statement dated [_____, 2021], relating to the Bonds.

"*Participating Underwriter*" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. **Provision of Annual Reports**.

(a) Commencing February 1, 2022, and by no later than February 1 of each year thereafter (the "*Filing Date*"), the City shall, either directly or by directing the Dissemination Agent to do so, provide an Annual Report to MSRB. The Annual Report shall be provided electronically and in a format prescribed by MSRB. The Annual Report shall be consistent with the requirements of Section 4 of this Disclosure Certificate and shall include information from the fiscal year ending on the preceding June 30. All documents provided to MSRB shall be accompanied by identifying information prescribed by MSRB. Currently, filings are required to be made with EMMA. Not later than fifteen (15) business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than the Filing Date.

(c) If the City's audited financial statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its Audited Financial Statements within thirty (30) days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) determine the proper electronic filing address of EMMA each year prior to the date(s) for providing the Annual Report and Audited Financial Statements; and

(ii) if the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and, when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within thirty (30) days of receipt by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the following tables of the Official Statement:

(i) TABLE B-10: Direct and Overlapping General Obligation Bonds Outstanding and to be Outstanding;
(ii) TABLE B-13: Real and Secured Property Taxes Levied and Collected;
(iii) TABLE B-14; Direct and Overlapping Assessed Valuations and Total Tax Rates;
(iv) TABLE B-15: Assessed Value by Property Classification; and
(v) TABLE B-16: Assessed Valuation of Major Taxpayers.

(C) In the event of an amendment pursuant to Section 8 hereof not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles and state law requirements as are in effect from time to time. A more complete description of the accounting principles currently followed in the preparation of the City's Audited Financial Statements is contained in Note 1 of the Audited Financial Statements included within the Official Statement.

Notice of amendment to the accounting principles shall be sent within thirty (30) days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either direclty or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Bonds. The City shall, in a timely manner, not in excess of ten (10) business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;
(ii) Non-payment related defaults, if material;
(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
(v) Substitution of credit or liquidity providers, or their failure to perform;
(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
(vii) Modifications to rights of Bondholders, if material;
(viii) Bond calls, if material, and tender offers;
(ix) Defeasances;
(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
(xi) Rating changes;
(xii) Bankruptcy, insolvency, receivership or similar event of the City;
(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(xv) The incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material; and
(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) "*Materiality*" will be determined in accordance with applicable federal securities laws.

Note to Section 5(a)(12) above: For the purposes of the event identified in subsection (a)(12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. Such termination shall not terminate the obligation of the City to give notice of such defeasance or prior redemption.

Section 7. **Dissemination Agent**. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Bond Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Bondholders, as determined by Bond Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with EMMA.

Section 10. **Additional Information**. The City may, at the City's election, include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate. If the City chooses to include such information, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate any Bondholder may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Bonds or the resolution authorizing the Bonds.

Section 12. **Compliance by the City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter, Bond Counsel or the City's financial advisor.

Section 13. **Subject to Appropriation**. Pursuant to Arizona law, the City's undertaking to provide information under this Disclosure Certificate is subject to appropriation to cover the costs of preparing and sending the Annual Report and notices of Listed Events to EMMA. Should funds that would enable the City to provide the information required to be disclosed hereunder not be appropriated, then notice of such fact shall, in a timely manner, be sent to EMMA in substantially the form attached as *Exhibit C*.

Section 14. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and Bondholders, and shall create no rights in any other person or entity.

Section 15. **Governing Law and Interpretation of Terms**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signature on following page]

Dated: [_____, 2021].

CITY OF GOODYEAR, ARIZONA

By_____
Its Finance Director

[Signature Page to Continuing Disclosure Certificate]

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: [$_____] General Obligation Bonds, Series 2021
Dated Date of Bonds: [_____, 2021] Base CUSIP 382505

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated [_____, 2021]. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By _____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: [$_____] General Obligation Bonds, Series 2021
Dated Date of Bonds: [_____, 2021] Base CUSIP 382505

NOTICE IS HEREBY GIVEN that the City failed to provide its Audited Financial Statements with its Annual Report or, if not then available, within 30 days of receipt as required by Section 4(a) of the Continuing Disclosure Certificate dated [_____, 2021], with respect to the above-named Bonds. The City anticipates that the Audited Financial Statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By _____
Its _____

EXHIBIT C

NOTICE OF FAILURE TO APPROPRIATE FUNDS

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: [$_____] General Obligation Bonds, Series 2021
Dated Date of Bonds: [_____, 2021] Base CUSIP 382505

NOTICE IS HEREBY GIVEN that the City failed to appropriate funds necessary to perform the undertaking required by the Continuing Disclosure Certificate dated [_____, 2021].

Dated: _____

CITY OF GOODYEAR, ARIZONA

By _____
Its _____

[Exhibits to Continuing Disclosure Certificate]

BOND PURCHASE AGREEMENT

$____,000
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2021

_____, 2021

Mayor and Council
City of Goodyear, Arizona
190 North Litchfield Road
Goodyear, Arizona 85338

Upon the terms and conditions hereof and in reliance on the representations, warranties and covenants contained herein and in any certificates or other documents delivered pursuant hereto, Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), hereby offers to enter into the following agreement with the City of Goodyear, Arizona (the "City"), which, upon the acceptance hereof by the City, shall be binding upon the City and the Underwriter. The offer made hereby is made subject to the written acceptance of this Bond Purchase Agreement (this "Purchase Agreement") by the City on or before 11:59 P.M., Arizona time, on the date indicated hereinabove, and, if not so accepted, shall be subject to withdrawal by the Underwriter upon notice delivered to the City at any time after such time and prior to the acceptance of this Purchase Agreement by the City.

1. (a) The Underwriter shall purchase from the City, and the City shall sell to the Underwriter, all (but not less than all) of the $____,000 aggregate principal amount of "City of Goodyear, Arizona General Obligation Bonds, Series 2021" (the "Bonds"). The Bonds shall be as described in, and shall be issued and secured under the provisions of, a resolution adopted by the Mayor and Council of the City (the "Council"), on March 15, 2021 (the "Bond Resolution"), and Title 35, Chapter 3, Article 3, Arizona Revised Statutes, and the Arizona Constitution (collectively, the "Act"). The Underwriter has not previously made any final agreement with the City to purchase the Bonds in an offering within the meaning of the SEC Rule (as defined herein).

(b) (i) The Bonds shall be dated the date of initial authentication and delivery thereof, and shall mature on the dates and in the amounts, be redeemable, bear

interest at the rates per annum and produce the yields or prices, in each case as set forth on the Schedule attached hereto, such interest being payable on July 1, 2021, and semiannually thereafter on each January 1 and July 1.

(ii) The Bonds shall be issued for the purpose of acquiring and constructing certain public building and street and highway improvements, and paying the costs of issuance of the Bonds as described in the Bond Resolution.

(c) The purchase price for the Bonds shall be $_____ consisting of the principal amount of the Bonds, plus [net] original issue premium ($_____) with respect to the Bonds less compensation for the Underwriter (which includes the fees and disbursements of the hereinafter described Counsel to the Underwriter) ($_____) payable by wire transfer in immediately available funds. The City hereby expressly acknowledges that such purchase price, if the Bonds are sold to the public at the approximate prices or yields set forth on the Schedule attached hereto and on the inside front cover page of the Final Official Statement (as defined herein), shall result in remuneration to the Underwriter of $_____, which includes the fees and disbursements of Counsel to the Underwriter. The Underwriter shall also be reimbursed for its expenses as provided in Section 8. The date of the payment for and delivery of the Bonds (such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery of the Bonds herein sometimes called the "Closing") shall be on _____, 2021, or on such other date as may be mutually agreeable to the Underwriter and the City.

(d) (i) The purchase and sale of the Bonds pursuant to this Purchase Agreement is an "arm's-length," commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and proceedings leading up to the consummation of such transaction, the Underwriter is and has been acting for and on behalf of itself, solely as a principal for its own account and is not acting as the agent or fiduciary of the City or as a municipal advisor (within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended), (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement and Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB"), (iv) the Underwriter has financial and other interests that differ from those of the City, (v) the Underwriter has provided to the City prior disclosures under MSRB Rule G-17, which have been received by the City, and (vi) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

2. (a) The Underwriter intends to make an initial *bona fide* public offering of all of the Bonds at not in excess of the public offering prices (or not less than the yields) set forth on the Schedule attached hereto and on the inside front cover page of the Final Official Statement of the City relating to the Bonds, dated even date herewith (including all appendices thereto, the "Final Official Statement") and may subsequently change such offering prices (or yields). The Underwriter may offer and sell the Bonds to certain dealers (including

dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices (or higher than the yields) set forth on the Schedule attached hereto and on the inside front cover page of the Final Official Statement. The Underwriter also reserves the right (i) to over-allot or effect transactions that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market and (ii) to discontinue such stabilizing, if commenced, at any time.

(b) (i) The Underwriter agrees to assist the City in establishing the issue price of the Bonds and shall execute and deliver to the City on the date of the Closing, an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached as the Exhibit hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Gust Rosenfeld P.L.C. ("Bond Counsel"), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(ii) [Except as otherwise set forth in the Schedule attached hereto,] the City will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until either (i) the Underwriter has sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriter's reporting obligation after the date of the Closing may be at reasonable periodic intervals or otherwise upon request of the City or Bond Counsel.] For purposes of this section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(iii) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the Schedule attached hereto[, except as otherwise set forth therein]. The Schedule attached hereto also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(I) the close of the fifth (5th) business day after the sale date; or

(II) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the City promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(iv) The Underwriter confirms that:

(I) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

1) (i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the date of the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

2) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

3) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(II) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the date

of the Closing may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(v) The City acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(vi) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(I) "public" means any person other than an underwriter or a related party,

(II) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),

(III) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships

(including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(IV) "sale date" means the date of execution of this Purchase Agreement by all parties.

(c) The undersigned, on behalf of the Underwriter, but not individually, hereby represents and warrants that:

(i) the Underwriter is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

(ii) this Purchase Agreement has been duly authorized, executed and delivered by the Underwriter and, assuming the due authorization, execution and delivery by the City, is the legal, valid and binding obligation of the Underwriter enforceable in accordance with its terms, except as the enforceability of this Purchase Agreement may be limited by application of bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally from time to time in effect and from the application of general principles of equity and from public policy limitations on the exercise of any rights to indemnification and contribution (collectively, "Creditors' Rights Laws");

(iii) the Underwriter is licensed by and registered with the Financial Industry Regulatory Authority as a broker-dealer and the MSRB as a municipal securities dealer;

(iv) by entering into this Purchase Agreement, the Underwriter certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, and for the duration of this Purchase Agreement will not engage in, a boycott of goods or services from the State of Israel, companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel. The Underwriter understands that "boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.

3. (a) By all necessary official action of the City prior to or concurrently with the acceptance hereof, the City has duly authorized and approved the distribution and use by the Underwriter of the Preliminary Official Statement of the City relating to the Bonds, dated _____, 2021 (including all appendices thereto, the "Preliminary Official Statement" and, together with the Final Official Statement, the "Official Statement"), and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds.

(b) The City caused the Preliminary Official Statement to be prepared and an authorized officer of the City, acting for and on behalf of the City, deemed the Preliminary Official Statement to be "final" for all purposes of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934, as amended (the "SEC Rule") by execution of the Certificate Deeming the Preliminary Official Statement Final (the "Deemed Final Certificate").

(c) (i) WHILE THE UNDERWRITER HAS PARTICIPATED AND WILL PARTICIPATE WITH THE CITY IN THE PREPARATION AND ASSEMBLAGE OF THE PRELIMINARY OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT, RESPECTIVELY, THE CITY IS PRIMARILY RESPONSIBLE FOR THE CONTENT OF THE PRELIMINARY OFFICIAL STATEMENT AND THE FINAL OFFICIAL STATEMENT and (ii) as of the date thereof, and at the time of the acceptance by the City of this Purchase Agreement, the Preliminary Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) The City shall provide to the Underwriter copies of the Official Statement in sufficient quantity to comply with the SEC Rule and the rules of the MSRB, particularly with respect to the Final Official Statement, within seven (7) business days after the date of this Purchase Agreement.

(e) The City authorizes the Underwriter to file, to the extent required by applicable Securities and Exchange Commission (the "SEC") or MSRB rule, and the Underwriter agrees to file or cause to be filed, the Final Official Statement with (i) the MSRB or its designee (including submission to the MSRB's Electronic Municipal Market Access system ("EMMA")) or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filings referred to above). If an amended Final Official Statement is prepared in accordance with Section 3(g) during the "primary offering disclosure period" (as defined in MSRB Rule G-32) and if required by applicable SEC or MSRB rule, the Underwriter also shall make the required submission of the amended Final Official Statement to EMMA.

(f) The Final Official Statement may be delivered in printed and/or electronic form to the extent permitted by applicable rules of the MSRB and as may be agreed by the City and the Underwriter.

(g) During the period ending on the 25th day after the End of the Underwriting Period (as defined herein) or such other period as may be agreed to by the City and the Underwriter, the City (i) shall not supplement or amend the Final Official Statement or cause the Final Official Statement to be supplemented or amended without the prior written consent of the Underwriter and (ii) shall notify the Underwriter promptly if any event shall occur, or information comes to the attention of the City, that is reasonably likely to cause the Final Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriter or the City, such event requires the preparation and distribution of a supplement

or amendment to the Final Official Statement, the City shall prepare and furnish to the Underwriter, at the City's expense, such number of copies of the supplement or amendment to the Final Official Statement, in form and substance mutually agreed upon by the City and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the date of the Closing, the City also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Final Official Statement.

(h) For purposes of this Purchase Agreement, the "End of the Underwriting Period" is used as defined in the SEC Rule and shall occur on the later of (i) the date of the Closing or (ii) when the Underwriter no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriter on or prior to the date of the Closing, or otherwise agreed to by the City and the Underwriter, the City may assume that the End of the Underwriting Period is the date of the Closing.

(i) The Underwriter shall provide to the City such information relating to the Bonds which is not within the scope of knowledge of the City (including, but not limited to, the selling compensation of the Underwriter, offering price(s), interest rate(s), delivery date and other terms of the Bonds dependent upon such matters). The Final Official Statement shall be substantially in the form of the Preliminary Official Statement with only such changes therein as shall be necessary to conform to the terms of this Purchase Agreement and with such other changes and amendments to the date thereof as have been accepted by the Underwriter. The execution and delivery of the Final Official Statement shall evidence the determination by the City that the Final Official Statement is "final" for all purposes of the SEC Rule.

4. (a) The undersigned on behalf of the City, but not individually, hereby represents and warrants that:

(i) the City is a municipal corporation of the State of Arizona (the "State"), and is duly incorporated and validly existing under the Constitution and laws of the State;

(ii) the Council has duly (A) adopted the Bond Resolution; (B) authorized the approval and execution of the Final Official Statement on behalf of the City; (C) authorized and approved the execution and delivery of, and the performance by the City of the obligations contained in, the Bond Resolution, the Bonds, a written undertaking by the City to provide ongoing disclosure for the benefit of certain owners of the Bonds as required under paragraph (b)(5) of the SEC Rule, in form and substance satisfactory to the Underwriter and Counsel to the Underwriter which shall be substantially in the form set forth in the Preliminary Official Statement, with such changes as may be agreed to in writing by the Underwriter (the "Continuing Disclosure Undertaking"), a bond registrar, transfer agent and paying agent contract with respect to the Bonds, to be dated as of _____ 1, 2021 (the "Agency Agreement"), by and between the City and U.S. Bank National Association, as such agent (the "Paying Agent"), the Letter of Representations (the "DTC Letter" and, collectively with the Continuing Disclosure Undertaking and the Agency Agreement, the "City Documents")

to The Depository Trust Company ("DTC") and this Purchase Agreement, and (D) authorized and approved the consummation of all other transactions contemplated by the City Documents, this Purchase Agreement and the Preliminary Official Statement;

(iii) the City is not in material breach of or in material default under any applicable constitutional provision, law or administrative regulation of the State or the United States of America (the "United States"), including the Charter of the City, or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument material to its existence, operation or ability to meet its obligations as they come due to which the City is a party or to which it is otherwise subject or to which any of its property is otherwise subject because such property is property of the City;

(iv) the City is, and at the Closing shall, to the extent possible, be or shall thereafter cause itself to be, in compliance in all material respects with the Bond Resolution and this Purchase Agreement;

(v) the City has, and at the date of the Closing will have, full legal right, power and authority under the Bond Resolution and the Act (A) to enter into the City Documents and this Purchase Agreement, (B) to cause the Council to adopt the Bond Resolution, (C) to deliver the Bonds to the Underwriter pursuant to the Bond Resolution as provided herein, and (D) to carry out and consummate the transactions contemplated on its part by the Bond Resolution, the City Documents, this Purchase Agreement and the Final Official Statement, including the payment or reimbursement of incidental expenses in connection with the marketing, issuance and delivery of the Bonds pursuant to Section 8;

(vi) the City has made all required filings with, and has obtained all approvals, consents and orders of, any governmental authority, board, agency or commission having jurisdiction (including with respect to the requirements of Section 35-501(B), Arizona Revised Statutes) which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the City of the obligations of the City pursuant to this Purchase Agreement and pursuant to the Bonds, the City Documents and the Bond Resolution;

(vii) the Bonds, the Bond Resolution and the City Documents shall conform to the descriptions thereof to be contained in the Official Statement;

(viii) the Bonds, when issued, executed, authenticated and delivered in accordance with the Bond Resolution and sold to the Underwriter as provided herein, shall be validly issued and outstanding ad valorem property tax obligations of the City, entitled to the benefits of the Constitution and laws of the State and the Bond Resolution, and all actions necessary shall have been or shall be taken to the extent such action may be taken at or prior to the Closing to create a legal, valid and binding levy on all of the taxable property within the boundaries of the City, sufficient to pay all the principal of and interest on the Bonds as the same become due, of a direct, annual, ad valorem property tax, without limit as to rate or amount.

(ix) the execution and delivery of the Bonds, the Bond Resolution, the City Documents and this Purchase Agreement, and the compliance with the provisions of each, shall not conflict with or constitute a material breach of or default pursuant to the Charter of the City, any law, administrative regulation, judgment, decree, loan agreement, note, resolution, agreement or other instrument to which the City is a party or to which the City is otherwise subject or to which any of the property of the City is otherwise subject because such property is property of the City;

(x) this Purchase Agreement constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms; the City Documents, when duly executed and delivered, will constitute the legal, valid and binding obligations of the City, enforceable in accordance with their respective terms; and the Bonds, when issued, authenticated and delivered in accordance with the Bond Resolution and sold to the Underwriter as provided herein, will be the legal, valid and binding obligations of the City enforceable in accordance with their terms; in all cases, except as the enforceability of this Purchase Agreement, the City Documents and the Bonds may be limited by Creditors' Rights Laws;

(xi) except as otherwise described in the Official Statement, there is neither any action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or body, pending, nor is there any basis therefor, (A) in any way affecting the powers of the City, the existence of the City or the title to office of any of the officials of the City, (B) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds, or the collection of the taxes levied or to be levied to pay the principal of and interest on the Bonds or the levy thereof, (C) in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Resolution, the City Documents or this Purchase Agreement, (D) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Final Official Statement, (E) contesting the power of the City or the authority of the City with respect to the Bonds, the Bond Resolution, the City Documents or this Purchase Agreement, (F) questioning the status of the exclusion of interest on the Bonds from gross income for federal income taxation, or (G) wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the City or would result in any material adverse change in the ability of the City to pay debt service on the Bonds;

(xii) except as otherwise disclosed in the Official Statement, the City has been during the previous five years and is currently in material compliance with continuing disclosure undertakings which the City has entered into pursuant to paragraph (b)(5) of the SEC Rule, if any; and

(xiii) the financial statements of the City contained in the Official Statement fairly present the financial position and results of operations of the City as of the dates and for the periods therein set forth in accordance with generally accepted accounting principles as applied to municipal corporations, and, since the date thereof, there has been no material adverse change in the financial position or results of operations of the City.

(b) The City hereby agrees with the Underwriter that:

(i) unless the Final Official Statement is amended or supplemented pursuant to Section 3(g), at the time of the acceptance by the City of this Purchase Agreement and at all times subsequent thereto, up to and including the End of the Underwriting Period, the Final Official Statement (including the financial and statistical data included therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(ii) if the Final Official Statement is amended or supplemented pursuant to Section 3(g), at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including the date of the End of the Underwriting Period (unless the Final Official Statement is further amended or supplemented pursuant to subparagraph (iv) of this subparagraph), the Final Official Statement as so supplemented or amended (including the financial and statistical data provided or reviewed by the City included therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(iii) between the date of this Purchase Agreement and the Closing, the City shall not issue any bonds, notes or other obligations for borrowed money payable from the same source of payment as the Bonds pursuant to the Bond Resolution, and subsequent to the respective dates as of which information is given in the Final Official Statement up to and including the Closing, the City has not incurred and will not incur any material liabilities, except those liabilities arising in the normal course of business or incurred with the consent of the Underwriter; and

(iv) the City shall furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may reasonably designate; provided, however, that the City shall not incur any additional expense with respect to such actions and further that the City shall not be required to subject itself or any of its agents or employees to service of process outside the State through or in connection with any of the foregoing.

(c) The City shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable state tax, of the interest on the Bonds.

5. At the Closing, the City shall cause the Bonds to be delivered to the Underwriter in definitive form, registered in the name of Cede & Co., as nominee of DTC pursuant to the DTC Letter, bearing CUSIP numbers (provided, however, that lack of such

CUSIP numbers shall not relieve the Underwriter from its obligation under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds), duly executed and authenticated, together with the other documents hereinafter mentioned and subject to the terms and conditions of this Purchase Agreement. The Underwriter shall accept such delivery and pay the purchase price for the Bonds as set forth in Section 1 of this Purchase Agreement in immediately available federal funds. Delivery and payment as aforesaid shall be made at DTC or, in the case of a "Fast Automated Securities Transfer," with the Paying Agent through DTC, or at such other place as may have been mutually agreed upon by the City and the Underwriter.

6. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the City contained in this Purchase Agreement and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City of the obligations of the City pursuant to this Purchase Agreement at or prior to the date of the Closing. Accordingly, the obligation of the Underwriter pursuant to this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds is subject to the performance by the City of the obligations of the City to be performed pursuant to this Purchase Agreement and pursuant to such aforesaid documents and instruments at or prior to the Closing and is also subject to the fulfillment to the reasonable satisfaction of the Underwriter of the following conditions, that:

(i) the representations, warranties and agreements of the City contained in this Purchase Agreement shall be true, complete and correct on the date of this Purchase Agreement and on and as of the date of the Closing, as if made on the date of Closing;

(ii) at the time of the Closing, the Bond Resolution, the City Documents and this Purchase Agreement shall be in full force and effect and shall not have been amended, modified or supplemented, and the Final Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter;

(iii) at the time of the Closing, the City shall have adopted and there shall be in full force and effect such resolutions as in the opinion of Bond Counsel and the Underwriter shall be necessary in connection with the transactions contemplated by this Purchase Agreement, and all necessary action of the City relating to the issuance of the Bonds shall have been taken, shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter;

(iv) the Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Purchase Agreement by written notice to the City if, at any time after the execution of this Purchase Agreement to and including the Closing Date, in the Underwriter's sole and reasonable judgment, any of the following events shall occur:

(A) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of

the Bonds, shall be materially adversely affected by any of the following events:

(I) legislation shall have been enacted by the Congress of the United States or the legislature of the State or shall have been favorably reported out of committee of either body or be pending in committee of either body, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision shall have been rendered by a court of the United States or the State or the Tax Court of the United States, or a ruling, resolution, regulation or temporary regulation, release or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority with appropriate jurisdiction, with respect to federal or state taxation upon interest received on obligations of the general character of the Bonds; provided that, this paragraph (A)(I) shall not apply if the Bonds are being issued as taxable bonds; or

(II) there shall have occurred (a) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war, (b) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis, (c) the sovereign debt rating of the United States is downgraded by any major credit rating agency or a payment default occurs on United States Treasury obligations, or (d) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against, any state of the United States or any city, county or other political subdivision located in the United States having a population of over 500,000; or

(III) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

(IV) legislation shall have been enacted by the Congress of the United States or shall have been favorably reported out of committee or be pending in committee, or shall have been recommended to the Congress for passage by the President of the United States or a member of the President's Cabinet, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that any obligations of the general character of the Bonds or the Bond Resolution, or any comparable securities of the City, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended, or the Trust Indenture Act of 1939, as amended, or otherwise, or would be in violation of any provision of the federal securities laws; or

(V) except as disclosed in or contemplated by the Final Official Statement, any material adverse change in the affairs of the City shall have occurred; or

(VI) any rating on general obligation bonds of the City is reduced or withdrawn or placed on credit watch with negative outlook by any major credit rating agency; or

(B) any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Final Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Final Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the City refuses to permit the Final Official Statement to be supplemented to supply such statement or information, or the effect of the Final Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

(C) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

(D) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(E) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

(F) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the Final Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the date of the Closing, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended;

(v) at or prior to the Closing, the Underwriter shall have received copies of each of the following documents:

(A) (I) the approving opinion, dated the date of the Closing and addressed to the City, of Bond Counsel in form and content satisfactory to the Underwriter, in substantially the form attached as Appendix E to the Preliminary Official Statement relating to the Bonds; (II) a letter from Bond Counsel, dated the date of Closing and addressed to the Underwriter, permitting the Underwriter to rely upon the approving opinion of Bond Counsel for that period during which the Underwriter is the lawful owner of the Bonds; and (III) the opinion of Bond Counsel, dated the date of Closing and addressed to the Underwriter, to the effect that (a) the information contained in the Preliminary Official Statement and the Final Official Statement in the tax caption on the cover page thereof, under the headings entitled "THE BONDS," "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS," "ADDITIONAL GENERAL OBLIGATION BONDS," "TAX EXEMPTION," "BOND PREMIUM," "ORIGINAL ISSUE DISCOUNT" and "CONTINUING SECONDARY MARKET DISCLOSURE" (excluding any statements about the City's compliance with previous continuing disclosure undertakings) therein, in Appendices E and F thereto as it relates to the Bonds, the Bond Resolution and the Continuing Disclosure Undertaking fairly and accurately summarizes the information which it purports to summarize and the information contained in "RELATIONSHIP

AMONG PARTIES" relating to Bond Counsel is correct in all material respects, and, based solely on Bond Counsel's participation in the transaction as Bond Counsel, nothing has come to the attention of Bond Counsel that would lead Bond Counsel to believe that the information and statements in the Preliminary Official Statement, as of its date and as of the date of sale of the Bonds, and the Final Official Statement, as of its date and as of the date of such letter, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view need be expressed as to the financial statements of the City, any other financial, forecast, technical or statistical data, and any information in the Official Statement respecting DTC, (b) the offer and sale of the Bonds shall be exempt from registration under the Securities Act of 1933, as amended, and the Bond Resolution does not need to be qualified pursuant to the Trust Indenture Act of 1939, as amended, (c) the Bond Resolution and the City Documents have been duly authorized, executed and delivered by the City and, assuming the due authorization, execution and delivery of the Agency Agreement and this Purchase Agreement by the other parties thereto, are legal valid and binding obligations of the City, enforceable in accordance with their terms subject to customary exceptions for Creditors' Rights Laws, and (d) the Continuing Disclosure Undertaking has been duly authorized, executed and delivered by the City and, subject to annual appropriation to provide for the costs of compliance therewith, is a legal, valid and binding obligation of the City enforceable in accordance with its terms;

(B) the opinion of Greenberg Traurig, LLP, "Counsel to the Underwriter," addressed to the Underwriter, dated the date of the Closing, to the effect that: (I) the Bonds are exempt from registration under the Securities Act of 1933, as amended and the Bond Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended; and (II) the Continuing Disclosure Undertaking meets the requirements of paragraph (b)(5)(i) of the SEC Rule. In addition, such counsel shall state in its letter containing the foregoing opinion or in a separate letter addressed to the Underwriter and dated the date of the Closing that, without having undertaken to determine independently, or to assume responsibility for, the accuracy, completeness or fairness thereof, and based solely on Counsel to the Underwriter's participation in meetings and telephone conferences at which representatives of the City, Bond Counsel and the Underwriter were at various times present, nothing has come to the attention of

Counsel to the Underwriter that would lead Counsel to the Underwriter to believe that the information and statements in the Preliminary Official Statement, as of its date and as of the date of sale of the Bonds, and the Final Official Statement, as of its date and as of the date of such letter, contained or contain any untrue statement of a material fact or omitted or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, no view need be expressed as to the financial statements of the City, any other financial, forecast, technical or statistical data, and any information in the Official Statement respecting DTC;

(C) a certificate, dated the date of the Closing and signed on behalf of the City by the Finance Director of the City or other authorized officer with respect to matters relating to the City, to the effect that (I) the representations and warranties contained in this Purchase Agreement are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (II) except as otherwise to be described in the Final Official Statement, no litigation of any nature is then pending or, to their knowledge, threatened, seeking to restrain or enjoin the issuance and delivery of the Bonds or the levy and collection of taxes to pay the principal thereof and interest thereon, questioning the proceedings and authority by which the levy is made, affecting the validity of the Bonds or contesting the corporate existence or boundaries of the City or the title of the present officers to their respective offices; (III) no authority or proceedings for the issuance of the Bonds has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Bonds has been filed with or received by any of the signors; (IV) the City has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to, and to the extent possible before, the Closing; and (V) no event affecting the City has occurred since the date of the Final Official Statement which should be disclosed in the Final Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect as of the date of the Closing;

(D) a counterpart original of the Final Official Statement manually executed on behalf of the City by an authorized representative of the City and an executed copy of the Deemed Final Certificate;

(E) specimen Bonds;

(F) a certified copy of the Bond Resolution;

(G) the items required by the Bond Resolution as conditions for issuance of the Bonds;

(H) a non-arbitrage certificate of the City, in form and substance satisfactory to Bond Counsel setting forth, among other things, in the manner permitted by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the reasonable expectations of the City as of the date of the Closing as to the use of proceeds of the Bonds and of any other funds of the City expected to be used to pay debt service on the Bonds and the facts and estimates on which such expectations are based, and stating that, to the best of knowledge and belief of such certifying officer, the expectations set forth therein are reasonable;

(I) evidence that the City has caused or will cause to be filed the Report of Bond and Security Issuance Pursuant to Section 35-501(B), Arizona Revised Statutes;

(J) executed copies of the City Documents;

(K) the filing copy of the Information Return Form 8038-G (IRS) for the Bonds;

(L) evidence that Standard & Poor's Financial Services LLC and Moody's Investors Service, Inc. have issued ratings for the Bonds of "[AA]" and "[Aa1]," respectively (together, the "Ratings"), and that the Ratings are then in effect; and

(M) such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date of this Purchase Agreement and as of the date of the Closing, of the representations, warranties and covenants of the City contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions of this Purchase Agreement if, but only if, they are in form and substance satisfactory to the Underwriter and Counsel to the Underwriter; provided, however, that acceptance by the Underwriter of the Bonds shall be deemed by the Underwriter to be satisfaction of the foregoing.

7. If the City is unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this

Purchase Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds are terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement (except the obligations set forth in Section 8(c)) shall terminate and neither the Underwriter nor the City shall be under further obligation hereunder.

8. (a) If the Closing shall take place hereunder, the City shall pay, but solely from the proceeds of the sale of the Bonds: (i) the cost of the preparation and printing of the Bond Resolution, the City Documents, the Preliminary Official Statement and the Final Official Statement (including any amendments or supplements thereto); (ii) the cost of preparation and printing of the Bonds; (iii) the fees and disbursements of Bond Counsel; (iv) the initial fees and disbursements of the Paying Agent, provided, however, that the City shall be responsible for all other fees and disbursements of the Paying Agent; (v) the fees and expenses incurred by the City or the Underwriter for the Ratings; and (vi) reasonable miscellaneous, normally occurring, "out-of-pocket" expenses incurred by the Underwriter in connection with the issuance and sale of the Bonds, including any meals and travel of City officials paid for by the Underwriter, but not entertainment expenses.

(b) The Underwriter shall pay, if any: (i) all advertising expenses in connection with the public offering of the Bonds; (ii) the fees and disbursements of Counsel to the Underwriter; and (iii) all other expenses incurred by the Underwriter in connection with the Underwriter's public offering and distribution of the Bonds.

(c) If this Purchase Agreement shall be terminated by the Underwriter because of any failure or refusal on the part of the City to comply with the terms or to fulfill any of the conditions of this Purchase Agreement, the City shall reimburse the Underwriter for all "out-of-pocket" expenses (including the fees and disbursements of Counsel to the Underwriter) reasonably incurred by the Underwriter in connection with this Purchase Agreement or the offering contemplated hereunder.

9. As required by the provisions of Section 38-511, Arizona Revised Statutes, notice is hereby given that the State, its political subdivisions (including the City) or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions, or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This section is not intended to expand or enlarge the rights of the City hereunder except as required by such Section. Each of the parties hereto hereby certifies that it is not presently aware of any violation

of such Section which would adversely affect the enforceability of this Purchase Agreement and covenants that it shall take no action which would result in a violation of such Section.

10. (a) Any notice or other communication to be given pursuant to this Purchase Agreement must be given by delivering the same in writing to:

If to the City at:

City of Goodyear, Arizona
190 North Litchfield Road
Goodyear, Arizona 85338
Attention: Finance Director

If to the Underwriter at:

Stifel, Nicolaus & Company, Incorporated
Suite 750
2325 East Camelback Road
Phoenix, Arizona 85016
Attention: Mr. Grant Hamill, Managing Director

(b) This Purchase Agreement is made solely for the benefit of the City and the Underwriter (including the successors or assigns of the Underwriter), and no other person may acquire or have any right hereunder or by virtue of this Purchase Agreement.

(c) All of the representations, warranties, and covenants of the City and the Underwriter contained in this Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter, (ii) delivery of and payment for the Bonds pursuant to this Purchase Agreement, or (iii) termination of this Purchase Agreement.

(d) If any section, paragraph, subdivision, sentence, clause or phrase of this Purchase Agreement shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions of this Purchase Agreement. The parties to this Purchase Agreement declared they would have executed this Purchase Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase of this Purchase Agreement, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Purchase Agreement may be held to be illegal, invalid, or unenforceable. If any provision of this Purchase Agreement contains any ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

(e) This Purchase Agreement expresses the entire understanding and all agreements of the parties to this Purchase Agreement with each other with respect to the subject matter of this Purchase Agreement, and no party to this Purchase Agreement has made or shall be bound by any agreement or any representation to any other party which is not expressly set forth in this Purchase Agreement.

(f) This Purchase Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(g) This Purchase Agreement shall become effective upon the execution of the acceptance of this Purchase Agreement by the undersigned authorized representative of the City and shall be valid and enforceable as of the time of such acceptance.

(h) The electronic signature of a party to this Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format (pdf) or other replicating image attached to an electronic mail or internet message.

[Signature page follows.]

(i) This Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

Very truly yours,

STIFEL NICOLAUS & COMPANY,
INCORPORATED

.....
Grant Hamill, Managing Director

ACCEPTED THIS ..... DAY OF
APRIL 2021 at …..….. P.M.

CITY OF GOODYEAR, ARIZONA

By.....
Doug Sandstrom, Finance Director

SCHEDULE

$____,000
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2021

Maturity Dates (July 1)	Principal Amounts	Interest Rates	Yields

* Yield calculated to first optional redemption date: July 1, 20__.

The Bonds maturing before or on July 1, 20__, will not be subject to redemption prior to their stated maturity dates. The Bonds maturing on or after July 1, 20__, will be subject to redemption prior to their stated maturity dates, at the option of the City, in whole or in part on July 1, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Bond redeemed plus interest accrued to the date fixed for redemption, without premium.

EXHIBIT

FORM OF UNDERWRITER'S CERTIFICATE

$____,000
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2021

The undersigned, on behalf of Stifel, Nicolaus & Company, Incorporated ("Stifel") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. Bond Purchase Agreement. On _____, 2021 (the "Sale Date"), Stifel and City of Goodyear, Arizona (the "Issuer") executed a Bond Purchase Agreement (the "Purchase Contract") in connection with the sale of the Bonds. Stifel has not modified the Purchase Contract since its execution on the Sale Date.

2. Price.

(a) As of the date of this Certificate, for each [Maturity] [of the _____ Maturities] of the Bonds, the first price or prices at which at least 10% of [each] such Maturity of the Bonds was sold to the Public (the "10% Test") are the respective prices listed in Schedule A attached hereto.

(b) [**To be used if not using Hold-the-Offering-Price Rule and 10% was not sold for all Maturities]** [** With respect to each of the _____ Maturities of the Bonds:

(i) As of the date of this Certificate, Stifel has not sold at least 10% of the Bonds of these Maturities at any price or prices.

(ii) As of the date of this Certificate, Stifel reasonably expects that the first sale to the Public of Bonds of these Maturities will be at or below the respective price or prices listed on the attached Schedule A as the "Reasonably Expected Sale Prices for Undersold Maturities."

(iii) Stifel will provide actual sales information (substantially similar to the information contained on Schedule B) as to the price or prices at which the first 10% of each such Maturity (i.e., the Undersold Maturity or Maturities) is sold to the Public.

(iv) On the date the 10% Test is satisfied with respect to all Maturities of the Bonds, Stifel will execute a supplemental certificate substantially in the form attached hereto as Schedule C with respect to any remaining Maturities for which the 10% Test has not been satisfied as of the Closing Date.**]

(b) [**To be used if using Hold-the-Offering-Price Rule]** [**Alternative 1 - All Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for

the Bonds is attached to this certificate as Schedule B.] [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: Stifel offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

[**Alternative 1 - All Maturities use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. [**Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule**: As set forth in the Purchase Contract, Stifel has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. Defined Terms.

(a) [*Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."]

(b) [*Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which Stifel has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(c) *Issuer* means City of Goodyear, Arizona.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [_____, 2021].

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate of the Issuer dated [Closing Date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By: _____
[banker]

By: _____
[underwriter]

Dated: [Closing Date]

SCHEDULE A

Actual Sales Information as of Closing Date

Maturity/CUSIP	Coupon	Date Sold	Time Sold	Par Amount	Sale Price

[Reasonably Expected Sales Prices for Undersold Maturities as of Closing Date**

Maturity/CUSIP	Coupon	Par Amount	Offering Prices

**]

SCHEDULE B

[**Actual Sales for Undersold Maturities as of the Closing Date**

Maturity/CUSIP	**Date Sold**	**Time Sold**	**Par Amount**	**Sale Price**

**]

[**PRICING WIRE OR EQUIVALENT COMMUNICATION**]

(Attached)

[SCHEDULE C

SUPPLEMENTAL ISSUE PRICE CERTIFICATE OF UNDERWRITER

$____,000
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2021

The undersigned, Stifel, Nicolaus & Company, Incorporated ("Stifel"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (collectively, the "Bonds").

1. Issue Price.

(a) Stifel sold at least 10% of the _____ Maturities of the Bonds to the Public at the price or prices shown on the Issue Price Certificate dated as of the Closing Date (the "10% Test"). With respect to each of the _____ Maturities of the Bonds, Stifel had not satisfied the 10% Test as of the Closing Date (the "Undersold Maturities").

(b) As of the date of this Supplemental Certificate, Stifel has satisfied the 10% Test with respect to the Undersold Maturities. The first price or prices at which at least 10% of each such Undersold Maturity was sold to the Public are the respective prices listed on Exhibit A attached hereto.

2. Defined Terms.

(a) *Issuer* means City of Goodyear, Arizona.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Stifel's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Federal Tax Certificate of the Issuer dated [closing date] and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

STIFEL, NICOLAUS & COMPANY,
INCORPORATED, as underwriter

By:_____
[banker]

By:_____
[underwriter]

Dated: _____

EXHIBIT A
TO
SUPPLEMENTAL ISSUE PRICE CERTIFICATE**]

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstance shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction

PRELIMINARY OFFICIAL STATEMENT DATED APRIL __, 2021

NEW ISSUE — BOOK-ENTRY-ONLY **RATINGS: See "Ratings" herein.**

In the opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the City of Goodyear, Arizona, as mentioned under "TAX EXEMPTION" herein, interest income on the Bonds is excluded from gross income for federal income tax purposes and is exempt from Arizona income taxes. Interest income on the Bonds is not an item of preference to be included in computing the alternative minimum tax of individuals. See "TAX EXEMPTION," "BOND PREMIUM" and "ORIGINAL ISSUE DISCOUNT" herein.

$43,185,000*
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2021

DRAFT
02-23-21

Dated: Date of Initial Delivery *Due:* July 1, as shown on inside front cover page

The City of Goodyear, Arizona (the "City"), will issue its General Obligation Bonds, Series 2021 (the "Bonds"). The Bonds will provide funds to (i) acquire and construct certain public building and street and highway improvements, and (ii) pay the costs of issuance of the Bonds. The Bonds will mature on the dates and in the principal amounts and will bear interest from their dated date at the rates set forth on the inside front cover page hereof.

Interest on the Bonds will accrue from their date and be payable semiannually on January 1 and July 1 of each year, commencing on January 1, 2022*, until maturity or prior redemption. Principal of the Bonds will be payable in accordance with the maturity schedule set forth on the inside front cover page hereof. So long as the Bonds are in book-entry-only form, principal of and interest on the Bonds will be paid to The Depository Trust Company, a registered securities depository ("DTC"), for credit to the accounts of the DTC participants and, in turn, to the accounts of the owners of beneficial interests in the Bonds. See APPENDIX D – "Book-Entry-Only System."

See Inside Front Cover Page for Maturity Schedule and Additional Information

Certain of the Bonds are subject to redemption prior to maturity*. See "THE BONDS – Redemption Provisions" herein.

Principal of and interest on the Bonds will be payable from a continuing, direct, annual, ad valorem tax levied against all taxable property within the boundaries of the City unlimited as to rate or amount. See "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS" herein.

The Bonds will be offered when, as and if issued by the City and received by the underwriter identified below (the "Underwriter"), subject to the approving opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Bond Counsel, as to validity and tax exemption. Certain legal matters will also be passed upon for the Underwriter by Greenberg Traurig, LLP, Phoenix, Arizona. It is expected that the Bonds will be delivered to DTC on or about May __, 2021*.

This cover page contains certain information for convenience of reference only. It is not a summary of material information with respect to the Bonds. Investors must read this entire official statement and all appendices to obtain information essential to the making of an informed investment decision with respect to the Bonds.

STIFEL

* Subject to change.

$43,185,000*
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS, SERIES 2021

MATURITY SCHEDULE

Maturity (July 1)	Principal Amount	Interest Rate	Price or Yield	CUSIP® (a) (Base No. 382505)
2022	$2,545,000	%	%	
2023	2,940,000			
2024	1,130,000			
2025	1,185,000			
2026	1,240,000			
2027	1,305,000			
2028	1,370,000			
2029	1,440,000			
2030	1,510,000			
2031	1,585,000			
2032	1,665,000			
2033	1,750,000			
2034	1,840,000			
2035	1,910,000			
2036	1,990,000			
2037	2,065,000			
2038	2,150,000			
2039	6,650,000			
2040	6,915,000			

$_____ Term Bonds @_% Due July 1, 20__ - Price ___% CUSIP® No. 382505___

(a) CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright© 2021 CGS. All rights reserved. CUSIP® data herein is provided by CGS. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Financial Advisor, the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.

* Subject to change.

CITY OF GOODYEAR, ARIZONA

CITY COUNCIL

Georgia Lord, *Mayor*
Bill Stipp, *Vice Mayor*
Joe Pizzillo, *Councilmember*
Sheri Lauritano, *Councilmember*
Wally Campbell, *Councilmember*
Brannon Hampton, *Councilmember*
Laura Kaino, *Councilmember*

CITY ADMINISTRATIVE OFFICERS

Julie Arendall, *City Manager*
Wynette Reed, *Deputy City Manager*
Dan Cotterman, *Deputy City Manager*
Doug Sandstrom, *Finance Director*
Roric Massey, *City Attorney*
Darcie McCracken, *City Clerk*

BOND COUNSEL

Gust Rosenfeld P.L.C.
Phoenix, Arizona

FINANCIAL ADVISOR

Hilltop Securities Inc.
Phoenix, Arizona

REGISTRAR AND PAYING AGENT

U.S. Bank National Association
Phoenix, Arizona

REGARDING THIS OFFICIAL STATEMENT

This Official Statement, which includes the cover page, inside front cover page hereof and appendices hereto, does not constitute an offering of any security other than of the City of Goodyear, Arizona (the "City"), General Obligation Bonds, Series 2021 (the "Bonds"). This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall be no sale of the Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale.

The information set forth herein has been provided by representatives of the City, the Maricopa County Assessor's, Finance and Treasurer's offices, the State of Arizona Department of Revenue, and other sources that are considered to be reliable and customarily relied upon in the preparation of similar official statements, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the City or Hilltop Securities Inc., serving as the financial advisor to the City (the "Financial Advisor") or Stifel, Nicolaus & Company (the "Underwriter"). The presentation of information, including tables of receipts from taxes and other revenue sources, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position or other affairs of the City. No person, including any broker, dealer or salesman has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the City. All estimates and assumptions contained herein have been based on the latest information available and are believed to be reliable, but no representations are made that such estimates and assumptions are correct or will be realized. All beliefs, assumptions, estimates, projections, forecasts and matters of opinion contained herein are forward looking statements that must be read with an abundance of caution and which may not be realized or may not occur in the future. The information and any expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or any of the other parties or matters described herein since the date hereof.

The Bonds will not be registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon the exemptions provided thereunder pertaining to the issuance and sale of municipal securities, nor will the Bonds be qualified under the Securities Act of Arizona in reliance upon various exemptions contained in such act. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency will have passed upon the accuracy or adequacy of this Official Statement or approved the Bonds for sale.

The Underwriter has provided the following sentence for inclusion herein: The Underwriter has reviewed the information in this Official Statement in accordance with and as part of its responsibilities with respect to this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The City, the Financial Advisor, the Underwriter, counsel to the Underwriter, and Bond Counsel (as defined herein) are not actuaries, nor have any of them performed any actuarial or other analysis of the City's unfunded liabilities under the Arizona State Retirement System or the Arizona Public Safety Personnel Retirement System.

The City will covenant to provide continuing disclosure as described in this Official Statement under the heading "CONTINUING SECONDARY MARKET DISCLOSURE" and in APPENDIX F – "Form of Continuing Disclosure Certificate," pursuant to Rule 15c2-12 promulgated by the Securities and Exchange Commission.

A wide variety of information, including financial information, concerning the City is available from publications and websites of the City and others. Any such information that is inconsistent with the information set forth in this Official Statement should be disregarded. No such information is a part of, or incorporated into, this Official Statement, except as expressly noted herein.

IN CONNECTION WITH THE OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE FRONT COVER PAGE HEREOF AND SUCH PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

TABLE OF CONTENTS

INTRODUCTORY STATEMENT 1
THE BONDS 1
Authorization and Purpose 1
Other Expected Debt Offering 1
General Provisions 1
Registrar and Paying Agent 2
Redemption Provisions 2
Optional Redemption *2*
[Mandatory Redemption] *2*
Notice of Redemption *3*
Effect of Call for Redemption *3*
Redemption of Less Than All of a Bond *3*
SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS 3
Security for the Bonds 3
Defeasance 4
ADDITIONAL GENERAL OBLIGATION BONDS 4
RISKS RELATED TO COVID-19 (CORONAVIRUS) 4
SOURCES AND USES OF FUNDS 6
ESTIMATED DEBT SERVICE REQUIREMENTS 7
RATINGS 8
LITIGATION 8
LEGAL MATTERS 8
TAX EXEMPTION 8
BOND PREMIUM 9
ORIGINAL ISSUE DISCOUNT 9
UNDERWRITING 10
CONTINUING SECONDARY MARKET DISCLOSURE 10
RELATIONSHIP AMONG PARTIES 11
FINANCIAL ADVISOR 11
FINANCIAL STATEMENTS 11
CONCLUDING STATEMENT 11

APPENDIX A: City of Goodyear, Arizona – General Economic and Demographic Information
APPENDIX B: City of Goodyear, Arizona – Financial Data
APPENDIX C: City of Goodyear, Arizona – Audited Financial Statements for the Year Ended June 30, 2020
APPENDIX D: Book-Entry-Only System
APPENDIX E: Form of Approving Legal Opinion
APPENDIX F: Form of Continuing Disclosure Certificate

[THIS PAGE LEFT INTENTIONALLY BLANK]

OFFICIAL STATEMENT

$43,185,000*
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2021

INTRODUCTORY STATEMENT

This Official Statement, which includes the cover page, inside front cover page hereof and appendices hereto, has been prepared by the City of Goodyear, Arizona (the "City"), in connection with the original issuance of $43,185,000* principal amount of its General Obligation Bonds, Series 2021 (the "Bonds"). Certain information concerning the authorization, purpose, terms, conditions of sale, security for and sources of payment of the Bonds is set forth in this Official Statement. See APPENDICES A, B and C for certain information relative to the City.

All financial and other information presented in this Official Statement has been provided by, among others, representatives of the City from its records, except for information expressly attributed to other sources. The presentation of information, including tables of receipts from taxes and other sources, is intended to show recent historical information and is not intended to indicate future or continuing trends in the financial position, results of operations, or other affairs of the City. No representation is made that past experience, as shown by such financial or other information, will necessarily continue or be repeated in the future.

Reference to provisions of Arizona law, whether codified in the Arizona Revised Statutes ("A.R.S.") or uncodified, or of the Arizona Constitution, are references to those provisions in their current form. Those provisions may be amended, repealed or supplemented.

As used in this Official Statement, "County" means Maricopa County, Arizona and "State" or "Arizona" means the State of Arizona.

THE BONDS

Authorization and Purpose

The Bonds will be issued pursuant to A.R.S. Title 35, Chapter 3, Article 3, approval given by the qualified electors of the City at elections held on May 17, 1988, March 8, 1994, September 12, 2000, and September 7, 2004 (collectively the "Elections"), and a resolution authorizing issuance of the Bonds adopted by the Mayor and Council of the City on March 15, 2021* (the "Bond Resolution"). The Bonds are being issued to provide funds to (i) acquire and construct certain public building and street and highway improvements, and (ii) pay the costs of issuance of the Bonds.

Set forth below is a listing of the projects expected to be funded by the Bonds and an estimate of their respective costs.

Projects to be Funded	Estimated Cost*
Public Buildings	$45,195,000
Street and Highway	7,845,000
Total	$53,040,000

Other Expected Debt Offering

In addition to the Bonds, the City expects to offer $25,490,000* Taxable Excise Tax Revenue Refunding Obligations, Series 2021 (the "2021 Excise Tax Refunding Obligations") pursuant to a separate official statement. The 2021 Excise Tax Refunding Obligations will not be secured by, or payable from, *ad valorem* taxes.

General Provisions

The Bonds will be dated as of the date of initial delivery and will bear interest from such date payable on January 1, 2022*, and semiannually thereafter on January 1 and July 1 of each year until maturity or prior redemption. The Bonds

* Subject to change.

will mature on the dates and in the principal amounts and will bear interest at the rates set forth on the inside front cover page of this Official Statement.

Initially, the Bonds will be administered under a book-entry-only system (the "Book-Entry-Only System") by The Depository Trust Company, a registered securities depository ("DTC"). Unless and until the Book-Entry-Only System is discontinued, the Bonds will be registered in the name of Cede & Co., as nominee of DTC. Beneficial interests in the Bonds will be offered for sale in amounts of $5,000 of principal due on a specific maturity date and integral multiples thereof, and payments of principal of and interest on the Bonds will be made to DTC and, in turn, through participants in the DTC system. See APPENDIX D – "Book-Entry-Only System."

SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, REFERENCES IN THIS OFFICIAL STATEMENT TO THE OWNERS OR REGISTERED OWNERS OF THE BONDS (OTHER THAN UNDER THE HEADINGS "TAX EXEMPTION," "BOND PREMIUM" AND "ORIGINAL ISSUE DISCOUNT") WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS OF THE BONDS.

If the Book-Entry-Only System is discontinued, interest on the Bonds will be payable by check drawn on the Paying Agent (as defined herein), and mailed on or prior to each Interest Payment Date to the registered owners of the Bonds at the addresses shown on the books of the Registrar (the "Bond Register") on the 15th day of the month preceding each such Interest Payment Date (the "Record Date"). Principal of the Bonds will then be payable at maturity or upon redemption prior to maturity upon presentation and surrender of the Bonds to the designated corporate trust office of the Paying Agent. Additionally, if the Book-Entry-Only System is discontinued, payment of interest may also be made by wire transfer upon 20 days' prior written request delivered to the Paying Agent specifying a wire transfer address in the continental United States by any owner of at least $1,000,000 aggregate principal amount of the Bonds. Interest will be computed on the basis of a year comprised of 360 days consisting of 12 months of 30 days each.

Registrar and Paying Agent

U.S. Bank National Association will serve as bond registrar and paying agent with respect to the Bonds (along with any successor thereto, the "Registrar" and the "Paying Agent"). If the Book-Entry-Only System is discontinued, the Registrar will administer registration and transfer of the Bonds and the Bonds will be transferable only upon the Bond Register to be maintained by the Registrar upon surrender to the Registrar. The Registrar may be changed without notice to any owner or beneficial owner of the Bonds.

Redemption Provisions*

Optional Redemption

The Bonds maturing on or prior to July 1, 20__, are not subject to call for redemption prior to maturity. The Bonds maturing on or after July 1, 20__, are subject to call for redemption prior to maturity, at the option of the City, in whole or in part, on July 1, 20__, or on any date thereafter, by the payment of a redemption price equal to the principal amount of each Bond called for redemption plus accrued interest to the date fixed for redemption, but without premium.

[Mandatory Redemption]

[The Bonds maturing on July 1, 20__ and on July 1, 20__ will be redeemed from funds of the City prior to maturity on July 1 of the following years and in the following amounts, upon payment of the redemption price which consists of the principal amount of the Bonds so redeemed plus accrued interest, if any, on the Bonds so redeemed from the most recent interest payment date to the redemption date, but without premium:]

* Subject to change.

Redemption Date (July 1)	Principal Amount
Bonds Maturing in 20__	
20__	$___,000
20__	___,000
20__	___,000
20__ (maturity)	___,000

Notice of Redemption

So long as the Bonds are held under the Book-Entry-Only System, notices of redemption will be sent to DTC, in the manner required by DTC. If the Book-Entry-Only System is discontinued, notice of redemption of any Bond will be mailed to the registered owner of the Bond or Bonds being redeemed at the address shown on the Bond Register maintained by the Registrar not more than 60 nor less than 30 days prior to the date set for redemption. Failure to properly give notice of redemption shall not affect the redemption of any Bond for which notice was properly given. Notice of redemption may be sent to any securities depository by mail, facsimile transmission, wire transmission or any other means of transmission of the notice generally accepted by the respective securities depository. Notice of any redemption will also be sent to the Municipal Securities Rulemaking Board (the "MSRB"), currently through the MSRB's Electronic Municipal Market Access system ("EMMA"), in the manner required by the MSRB, but no defect in said further notice or record nor any failure to give all or a portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

If monies for the payment of the redemption price and accrued interest are not held in separate accounts by the City or by a paying agent prior to sending the notice of redemption, such redemption shall be conditional on such monies being so held on or prior to the date set for redemption and if not so held by such date the redemption shall be cancelled and be of no force and effect. The notice of redemption shall describe the conditional nature of the redemption.

Effect of Call for Redemption

Notice of redemption having been given in the manner described above, the Bonds or portions thereof called for redemption will become due and payable on the redemption date and if an amount of money sufficient to redeem all the Bonds or portions thereof called for redemption is held in separate accounts by the City or by a paying agent, then the Bonds or portions thereof called for redemption will cease to bear interest from and after such redemption date.

Redemption of Less Than All of a Bond

The City may redeem an amount which is included in a Bond in the denomination in excess of, but divisible by, $5,000. In that event, if the Book-Entry-Only System is discontinued, the registered owner shall submit the Bond for partial redemption, the Registrar shall make such partial redemption, and the Registrar shall cause a new Bond in a principal amount which reflects the redemption so made to be authenticated, issued and delivered to the registered owner thereof.

SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS

Security for the Bonds

The Bonds will be payable as to both principal and interest from a continuing, direct, annual ad valorem tax levied against all taxable property located within the boundaries of the City without limit as to rate or amount.

Following collection and deposit of monies into the debt service fund for payment of the Bonds, the City may invest such monies in investments comprised of, with certain restrictions: federally insured savings accounts or certificates of deposit from eligible depositories; collateralized repurchase agreements; obligations issued or guaranteed by the United States or any agency or instrumentality thereof; obligations of the State or any Arizona city (including the City), town or school district; bonds of any county, municipal or municipal utility improvement district payable from property assessments; the local government investment pool established by the State; commercial paper of prime quality that is rated "P1" by Moody's Investors Service, Inc. ("Moody's") or rated "A+" or better by S&P Global Ratings, a division of Standard & Poor's Financial Services, LLC ("S&P") or their successors (all commercial paper must be issued by corporations organized and doing business in the United States); and fixed income securities of corporations organized and doing business in the United States rated "A" or better by Moody's and S&P. **THE PROCEEDS OF THE BONDS ARE NOT PLEDGED TO, NOR DO THEY SECURE, PAYMENT OF THE BONDS.** A record of property taxes levied

and collected by the City for the current and most recent five fiscal years is set forth in TABLE B-13 in APPENDIX B – "City of Goodyear, Arizona – Financial Data."

Currently and from time to time, there are legislative proposals (and interpretations of such proposals by courts of law and other entities and individuals) which, if enacted, could alter or amend the property tax system of the State and numerous matters, both financial and non-financial, impacting the operations of political subdivisions of the State which could have a material impact on the City and could adversely affect the secondary market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to obligations (such as the Bonds) issued prior to enactment.

Defeasance

Pursuant to the Bond Resolution, payment of all or any part of the Bonds may be provided for by the irrevocable deposit, in trust, of monies or obligations issued or guaranteed by the United States of America ("Defeasance Obligations") or both, which, with the maturing principal of and interest on such Defeasance Obligations, if any, will be sufficient, as evidenced by a certificate or report of an accountant, to pay when due the principal or redemption price of and interest on such Bonds. Any Bonds so provided for will no longer be outstanding under the Bond Resolution or payable from ad valorem taxes on taxable property in the City, and the owners of such Bonds shall thereafter be entitled to payment only from the monies and Defeasance Obligations deposited in trust.

ADDITIONAL GENERAL OBLIGATION BONDS

The City expects to issue additional general obligation bonds in the future pursuant to existing and future voted bond authorizations. Such bonds will be payable from the same levy of ad valorem taxes as the Bonds and all then-outstanding general obligation bonds. After issuance of the Bonds, the City is authorized to issue $62,641,616* of general obligation bonds, pursuant to voter approval from the Elections. The purposes and amounts of such authorized but unissued bonds are set forth in the following table.

Purpose of General Obligation Bond Authorization	Total General Obligation Bonds Authorized but Unissued	
Fire Protection	$ 5,270,000	
Public Buildings	-*	
Public Safety	9,675,000	
Sewer System	26,646,616	(a)
Storm Sewers and Bridge Drainage	17,800,000	(b)
Street and Highway	-*	(c)
Transportation	3,250,000	(c)
Total	$62,641,616*	

(a) Such bonds may be issued as either general obligation or water and sewer revenue bonds.

(b) $4.0 million of the total may be issued as either general obligation or water and sewer revenue bonds.

(c) Such bonds may be issued as either general obligation or highway user revenue bonds.

RISKS RELATED TO COVID-19 (CORONAVIRUS)

The outbreak of a novel strain of coronavirus and spread of Coronavirus Disease 2019 ("COVID-19"), which has been designated a global pandemic by the World Health Organization, is negatively impacting local, state and global economies, as governments, businesses, and citizens react to, plan for, and try to prevent or slow further transmission of the virus. Financial markets, including the stock markets in the United States and globally, have seen significant recent volatility and declines attributed to COVID-19 concerns. On March 11, 2020, as part of the State's response to address the outbreak, Arizona Governor, Doug Ducey (the "Governor"), declared a state of emergency. On March 13, 2020,

* Subject to change.

President Donald Trump declared a national emergency, freeing up funding for federal assistance to state and local governments. Following the expiration on May 15, 2020 of a six week stay home Executive Order, the State currently operates under the "Stay Healthy, Return Smarter, Return Stronger" Executive Order (the "Stay Healthy Order") (subject to further directives included in subsequent orders including those described below) that took effect at midnight May 16, 2020, following the expiration of a stay home Executive Order. The Stay Healthy Order promotes physical distancing, while encouraging social connectedness and allows businesses to open in compliance with federal guidelines as the State continues to attempt to limit the spread of COVID-19. Additionally, the Stay Healthy Order encourages vulnerable individuals to minimize their time away from home. On June 17, 2020, the Governor announced enhanced actions and issued an Executive Order 2020-40 (Continuing Arizona Mitigation Efforts) regarding testing, contact tracing, securing personal protective equipment (PPE), permitting local jurisdictions to adopt face covering policies and additional guidance for businesses.

On June 29, 2020, additional executive orders by the Governor provided limitations on large gatherings; pausing until July 27, 2020, the operations of bars, gyms, movie theatres, water parks, and tubing rentals; and delaying the start of in-person K-12 education until August 17, 2020. On July 9, 2020, Executive Order 2020-47 (Limiting Indoor Dining), further limited indoor dining at restaurants to less than 50% occupancy and Executive Order 2020-48 (Slowing the Spread of COVID-19) enhanced reporting requirements of COVID-19 patients and other data in hospitals, nursing homes, long-term care facilities and other medical facilities, ensuring hospital bed capacity and appropriate hospital staffing, and extended insurance coverage for COVID-19 treatment. As of July 23, 2020, the order pausing operations of the previously-specified activities has been extended, subject to a rolling two week review. While this order continues in effect, impacted business are allowed to apply for reopening with the State Department of Health Services as further described below.

On August 10, 2020, the State announced a rating system that allows businesses to partially reopen in counties where the spread of COVID-19 is deemed "moderate" or "minimal." Businesses in counties rated "substantial" may apply to the State Department of Health Services to reopen. Businesses in counties rated "moderate" are not required to apply to reopen; provided, however, that businesses must still complete a filing with the State Department of Health Services declaring that the business will comply with rules set by the State Department of Health Services for operating in the pandemic. The rules determined by the State Department of Health Services vary depending on the type of business. Once a business completes this filing with the State Department of Health Services, it may reopen without further approval from the State, but may be subject to closure or other enforcement if found to be violating the rules set by the State Department of Health Services. In accordance with the State Department of Health Services Emergency Measure 2020-02 (Slowing the Spread of COVID-19: Phased Reopening), the State Department of Health Services bases the rating of each county on benchmarks reporting the (i) number of new cases per 100,000 residents, (ii) testing percent positivity, and (iii) percent of COVID-like illness. If the benchmarks increase from a lower category to a higher category for 14 consecutive days, businesses are required to comply with rules applicable to the higher category.

Potential Impact on the City. While the City does not currently anticipate a material effect on the collection of property taxes, which is a significant revenue source for operating purposes and is the security and source of payment of principal and interest due on the Bonds, should adverse economic conditions lead to an increase in unemployment rates for residents in the City, property tax collection rates within the City could be adversely affected.

The City cannot predict how the spread of COVID-19, the Stay Healthy Order, or the various governmental or private actions taken in response thereto will affect its finances or operations, including the receipt of property tax collections. The City cannot predict (i) the duration or extent of the COVID-19 pandemic; (ii) what effect the COVID-19 pandemic will continue to have on global, national, and local economies, including the land development business; (iii) the impact the COVID-19 pandemic will have on the property within the City, or (iv) what federal, state and local relief, if any, may become available in addition to the CARES Act discussed below. There can be no assurance that COVID-19 will not have a materially negative impact on the collection of ad valorem property taxes for the payment of principal of and interest on the Bonds, or a materially negative impact on the Net Assessed Limited Property Value of the City.

SOURCES AND USES OF FUNDS

Source of Funds	The Bonds
The Bonds	$43,185,000.00*
[Net] Original Issue Premium (a)	
Total Sources of Funds	$
Uses of Funds	
Deposit to Project Fund	$
Costs of Issuance (b)	
Total Uses of Funds	$

(a) [Net original issue premium consists of original issue premium on the Bonds, less original issue discount on the Bonds.]

(b) Includes compensation to the Underwriter (as defined herein).

* Subject to change.

ESTIMATED DEBT SERVICE REQUIREMENTS

The following schedule sets forth (i) the annual debt service requirements of the City's outstanding general obligation bonds, (ii) the estimated annual debt service requirements of the Bonds and (iii) the estimated combined annual general obligation bond debt service requirements following issuance of the Bonds.

City of Goodyear, Arizona (a)

	General Obligation Bonds Outstanding		The Bonds*		Estimated Combined Annual Debt Service
Fiscal Year	Principal	Interest	Principal	Interest (b)	Requirements*
2020/21	$ 7,330,000	$3,570,513			$10,900,513
2021/22	4,680,000	3,312,713	$ 2,545,000	$1,957,720	12,495,433
2022/23	4,770,000	3,211,563	2,940,000	1,625,600	12,547,163
2023/24	5,990,000	3,012,913	1,130,000	1,508,000	11,640,913
2024/25	6,190,000	2,801,013	1,185,000	1,462,800	11,638,813
2025/26	6,430,000	2,563,413	1,240,000	1,415,400	11,648,813
2026/27	6,915,000	2,316,513	1,305,000	1,365,800	11,902,313
2027/28	6,675,000	2,039,763	1,370,000	1,313,600	11,398,363
2028/29	6,940,000	1,778,163	1,440,000	1,258,800	11,416,963
2029/30	5,695,000	1,520,063	1,510,000	1,201,200	9,926,263
2030/31	4,730,000	1,327,013	1,585,000	1,140,800	8,782,813
2031/32	4,880,000	1,180,738	1,665,000	1,077,400	8,803,138
2032/33	5,050,000	1,025,338	1,750,000	1,010,800	8,836,138
2033/34	5,220,000	855,338	1,840,000	940,800	8,856,138
2034/35	5,410,000	679,488	1,910,000	867,200	8,866,688
2035/36	5,600,000	497,188	1,990,000	790,800	8,877,988
2036/37	5,815,000	308,438	2,065,000	711,200	8,899,638
2037/38	4,285,000	128,550	2,150,000	628,600	7,192,150
2038/39			6,650,000	542,600	7,192,600
2039/40			6,915,000	276,600	7,191,600
	$102,605,000		$43,185,000		

(a) Schedule prepared by Hilltop Securities Inc. (the "Financial Advisor").

(b) The first interest payment on the Bonds is due on January 1, 2022*, representing interest from the date of the Bonds. Thereafter, interest payments will be made semiannually on each January 1 and July 1, until maturity or prior redemption. Interest is estimated at 4.00%.

* Subject to change.

RATINGS

Moody's and S&P have assigned ratings of "__" and "__", respectively, to the Bonds. Such ratings reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: Moody's at One Front Street, Suite 1900, San Francisco, California 94111 and S&P at One California Street, 31st Floor, San Francisco, California 94111. Such ratings may subsequently be revised downward or withdrawn entirely by Moody's or S&P, if, in their respective judgment, circumstances so warrant. Any subsequent downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Bonds. The City will covenant in its continuing disclosure certificate with respect to the Bonds that it will file notice of any formal change in the ratings relating to the Bonds. See "CONTINUING SECONDARY MARKET DISCLOSURE" below.

LITIGATION

To the knowledge of appropriate representatives of the City, no litigation or administrative action or proceeding is pending or threatened restraining or enjoining, or seeking to restrain or enjoin, the execution, sale or delivery of the Bonds or contesting or questioning the proceedings and authority under which the Bonds have been authorized and are to be executed, sold or delivered, or the validity of the Bonds.

LEGAL MATTERS

The Bonds are sold with the understanding that the City will furnish the Underwriter with the approving opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona ("Bond Counsel") addressing legal matters relating to the validity of the Bonds under Arizona law, and with regard to the tax-exempt status of the interest income thereon (see "TAX EXEMPTION"). The signed legal opinion of Bond Counsel, dated and premised on the law in effect only as of the date of original delivery of the Bonds, will be delivered to the City at the time of original issuance of the Bonds.

The proposed form of the legal opinion is set forth as APPENDIX E. The legal opinion to be delivered may vary from the text of APPENDIX E if necessary to reflect the facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution, by recirculation of this Official Statement or otherwise, should not be construed as a representation that Bond Counsel has reviewed or expressed any opinion concerning any matters relating to the Bonds subsequent to the original delivery of the Bonds.

Bond Counsel has reviewed the information in the tax caption on the cover page as well as the information under the headings "THE BONDS," "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS," "ADDITIONAL GENERAL OBLIGATION BONDS," "TAX EXEMPTION," "BOND PREMIUM," "ORIGINAL ISSUE DISCOUNT," "CONTINUING SECONDARY MARKET DISCLOSURE" (except as it relates to compliance with prior continuing disclosure certificates) and "RELATIONSHIP AMONG PARTIES" (but only as it applies to Bond Counsel) and in APPENDICES E and F, but otherwise has not participated in the preparation of this Official Statement and will not pass upon its accuracy, completeness or sufficiency. Bond Counsel has neither examined nor attempted to examine nor verify any of the financial or statistical statements or data contained in this Official Statement and will express no opinion with respect thereto.

Such legal opinion expresses the professional judgment of Bond Counsel as to the legal issues explicitly addressed therein. By rendering a legal opinion, the opinion giver does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the performance of parties to the transaction. The rendering of an opinion also does not guarantee the outcome of any legal dispute that may arise out of the transaction.

Certain legal matters will be passed upon for the Underwriter by Greenberg Traurig, LLP, Phoenix, Arizona, counsel to the Underwriter.

TAX EXEMPTION

In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming continuing compliance with certain restrictions, conditions and requirements by the City as described below, interest income on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State income taxes. The opinion of Bond Counsel will be dated the date of delivery of the Bonds. A form of such opinion is included herein in APPENDIX E – "Form of Approving Legal Opinion."

The Internal Revenue Code of 1986, as amended (the "Code"), imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the City rebate to the federal government certain of its investment earnings with respect to the Bonds. The City has covenanted to comply with the provisions of the Code relating to such matters. Failure to comply with such restrictions, conditions, and requirements could result in the interest income on the Bonds being included in gross income for federal income tax purposes, under certain circumstances, from the date of issuance. The opinion of Bond Counsel assumes continuing compliance with such covenants.

The Code also imposes an "alternative minimum tax" upon certain individuals. A taxpayer's "alternative minimum taxable income" ("AMTI") is its taxable income with certain adjustments. Interest income on the Bonds is not an item of tax preference to be included in the AMTI of individuals.

Although Bond Counsel will render an opinion that, as of the delivery of the Bonds, interest income on the Bonds is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the Bonds may otherwise affect a Beneficial Owner's (as defined herein) federal tax liability. Certain taxpayers may experience other tax consequences. Taxpayers who become Beneficial Owners of the Bonds, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain subchapter S corporations, individuals who receive Social Security or Railroad Retirement benefits and taxpayers who have or are deemed to have incurred indebtedness to purchase or carry tax-exempt obligations, should consult their tax consultants as to the applicability of such tax consequences to the respective Beneficial Owner. The nature and extent of these other tax consequences will depend upon the respective Beneficial Owner's particular tax status and the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

The Bonds are not "private activity bonds" within the meaning of Section 141 of the Code.

From time to time, there are legislative proposals in Congress, which, if enacted, or made effective, could alter or amend the federal tax matters referred to above or adversely affect the market value of the Bonds. Any such change that occurs before initial delivery of the Bonds could cause Bond Counsel to deliver an opinion substantially different from the form of opinion shown in APPENDIX E – "Form of Approving Legal Opinion." The extent of change in Bond Counsel's opinion cannot be determined at this time. It cannot be predicted whether, when or in what form any such proposals would apply to obligations (such as the Bonds) issued prior to enactment or effective date. Prospective purchasers should consult with their own tax advisors regarding any other pending or proposed federal income tax legislation.

BOND PREMIUM

The initial public offering price of the Bonds maturing July 1, 20__ through and including July 1, 20__ (collectively, the "Premium Bonds") is greater than the amount payable on such Premium Bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial Beneficial Owner of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial Beneficial Owner must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial Beneficial Owner is determined by using such Beneficial Owner's yield to maturity. Beneficial Owners of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium with respect to the Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning Premium Bonds.

ORIGINAL ISSUE DISCOUNT

The initial public offering price of the Bonds maturing July 1, 20__ through and including July 1, 20__ (collectively, the "Discount Bonds"), are less than the respective amounts payable at maturity. As a result, the Discount Bonds will be considered to be issued with original issue discount. The difference between the initial public offering price (assuming it is the first price at which a substantial amount of that maturity of Discount Bonds was sold (the "OID Issue Price")) of the Discount Bonds, and the amount payable at maturity of the Discount Bonds will be treated as "original issue discount." With respect to a Beneficial Owner who purchases a Discount Bond in the initial public offering at the OID Issue Price and who holds the Discount Bond to maturity, the full amount of original issue discount will constitute interest income

that is not includible in the gross income of the Beneficial Owner of the Discount Bond for federal income tax purposes and Arizona income tax purposes and that Beneficial Owner will not, under present federal income tax law and present Arizona income tax law, realize a taxable capital gain upon payment of the Discount Bond at maturity.

The original issue discount on each of the Discount Bonds is treated for federal income tax purposes and Arizona income tax purposes as accreting daily over the term of such Discount Bond on the basis of a constant interest rate compounded at the end of each six-month period (or shorter period from the date of original issue) ending on January 1 and July 1 (with straight-line interpolation between compounding dates).

The amount of original issue discount accreting each period will be added to the Beneficial Owner's tax basis for the Discount Bond. The adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Bond. An initial Beneficial Owner of a Discount Bond who disposes of the Discount Bond prior to maturity should consult his or her tax advisor as to the amount of the original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or disposition of the Discount Bond prior to maturity.

The Code contains certain provisions relating to the accretion of original issue discount in the case of subsequent Beneficial Owners of the Discount Bonds. Beneficial Owners who do not purchase the Discount Bonds in the initial offering at the OID Issue Price should consult their own tax advisors with respect to the tax consequences of the ownership of Discount Bonds.

A portion of the original issue discount that accretes in each year to a Beneficial Owner of a Discount Bond may result in certain collateral federal income tax consequences as described in "TAX EXEMPTION" herein.

Beneficial Owners of Discount Bonds in states other than Arizona should consult their own tax advisors with respect to the state and local tax consequences of owning Discount Bonds.

UNDERWRITING

Stifel, Nicolaus & Company, Incorporated (the "Underwriter") has agreed to purchase the Bonds at an aggregate purchase price of $_____, pursuant to a bond purchase agreement (the "Bond Purchase Agreement") entered into by and between the City and the Underwriter. If the Bonds are sold to produce the prices or yields shown on the inside front cover page hereof, the Underwriter's compensation will be $_____. The Bond Purchase Agreement provides that the Underwriter will purchase all of the Bonds so offered, if any, are purchased. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into unit investment trusts) and others at prices lower or yields higher than the public offering prices stated on the inside front cover page hereof. The initial offering prices or yields set forth on the inside front cover page may be changed from time to time by the Underwriter.

CONTINUING SECONDARY MARKET DISCLOSURE

The City will covenant for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the City by not later than February 1 in each year commencing February 1, 2022 (the "Annual Reports"), and to provide notices of the occurrence of certain listed events (the "Notices"). Such covenants will be made in order to assist the Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The Annual Reports, Notices and other information required to be filed by such covenants will be filed by the City with the MSRB, currently through EMMA as described in APPENDIX F – "Form of Continuing Disclosure Certificate." The form of the undertaking that describes the content of the Annual Reports and the Notices and the method of their dissemination is included as APPENDIX F hereto. A failure by the City to comply with these covenants must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Pursuant to Arizona law, the ability of the City to comply with such covenants is subject to annual appropriation of funds sufficient to provide for the costs of compliance with such covenants. Should the City not comply with such covenants due to a failure to appropriate for such purpose, the City has covenanted to provide notice of such fact. Absence of continuing disclosure, due to non-appropriation or otherwise, could adversely affect the Bonds and specifically their market price and transferability.

The City failed to timely file certain operating data in its Annual Report for Fiscal Year 2015/2016. Such missing operating data were later filed in March 2016 and October 2017. The City failed to provide notice of a defeasance with respect to one prior issue in connection with a refunding of two series of bonds. Until May 1, 2018, the operating data with respect to the fiscal year ended June 30, 2017, was not associated with certain of the nine-digit CUSIP numbers for the City's previously-issued bonds. The City did not timely file event filings for rating upgrades for certain previously-

issued bonds that occurred in 2017, 2018 and 2019. The City has established procedures to facilitate timely and complete filing of its Annual Reports and Notices as required by the Rule.

RELATIONSHIP AMONG PARTIES

Bond Counsel has previously represented the Financial Advisor and the Underwriter with respect to other financings and has acted or is acting as bond counsel in other transactions involving the Financial Advisor and the Underwriter and will continue to do so in the future if requested. Bond Counsel also serves as bond counsel for political jurisdictions whose boundaries include all or part of the City. Additionally Bond Counsel serves as special counsel to the City on various legal matters. Counsel to the Underwriter has represented, or is currently representing, the Financial Advisor and the Underwriter with respect to other financings and will continue to do so in the future if requested. Counsel to the Underwriter also acts as bond counsel for other financings underwritten by the Underwriter and the Financial Advisor.

FINANCIAL ADVISOR

The Financial Advisor's fee for services rendered with respect to the sale of the Bonds is contingent upon the issuance and delivery of the Bonds. The Financial Advisor has not verified, and does not assume any responsibility for, the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

FINANCIAL STATEMENTS

The audited financial statements of the City for the fiscal year ended June 30, 2020, a copy of which is included in APPENDIX C of this Official Statement, have been audited by HintonBurdick, PLLC, certified public accountants, to the extent and for the period indicated in their report thereon. The City is not aware of any facts that would make such audited financial statements misleading. The audited financial statements are for the fiscal year ending June 30, 2020 and are not current. The City neither requested nor obtained the consent of HintonBurdick, PLLC to include the report, and HintonBurdick, PLLC, has performed no procedures subsequent to rendering its opinion on the financial statements.

CONCLUDING STATEMENT

To the extent that any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated to be such, they are made as such and not as representations of fact or certainty and no representation is made that any of these statements have been or will be realized. Information set forth in this Official Statement has been derived from the records of the City and from certain other sources, as referenced, and is believed by the City to be accurate and reliable. Information other than that obtained from official records of the City has not been independently confirmed or verified by the City and its accuracy is not guaranteed.

Neither this Official Statement nor any statements that may have been or that may be made orally or in writing are to be construed as a part of a contract with the original purchasers or subsequent owners of the Bonds.

This Official Statement has been prepared at the direction of the City and executed for and on behalf of the City by its Finance Director.

CITY OF GOODYEAR, ARIZONA

By: _____
Finance Director

[THIS PAGE LEFT INTENTIONALLY BLANK]

APPENDIX A

CITY OF GOODYEAR, ARIZONA
General Economic and Demographic Information

General

The City (also referred to herein as "Goodyear"), which incorporated in 1946, is a suburban community that lies approximately 17 miles southwest of metro Phoenix. The City was founded in 1916 by the Goodyear Tire & Rubber Company for the farming of cotton. Later, a naval air station was established in Goodyear and a subsidiary, Goodyear Aircraft (now Lockheed Martin), began manufacturing flight decks for Navy sea planes. The City has grown from a one-industry, agricultural-based community into a diversified manufacturing and service center for the far west valley area.

The City annexed 67 square miles south of its former southern boundary, which annexation expanded the City to approximately 190 square miles. The annexed area is expected to be primarily utilized in future years for residential land uses.

TABLE A-1

Population Statistics

Year	City of Goodyear	Maricopa County	State of Arizona
2020 Estimate (a)	92,865	4,439,220	7,294,587
2010 Census	65,275	3,817,117	6,392,017
2000 Census	18,911	3,072,149	5,130,632
1990 Census	6,258	2,122,101	3,665,339

(a) Estimate as of July 1, 2020 (published December 2020).

Source: Arizona Office of Economic Opportunity, and U.S. Census Bureau.

Municipal Government Organization and Services

The City's charter government provides for six Council Members and a Mayor elected at large. A Vice Mayor is elected by the Mayor and Council Members. Council Members serve four-year staggered terms and the Mayor serves a four-year term. The Mayor is limited to two four-year terms and Council Members are limited to three four-year terms. The City Manager, who is appointed by the City Council, is responsible for the overall operation and supervision of all governmental functions. The operations of City government are provided by a staff of approximately 644 employees.

The City, along with other private utilities, provides refuse collection and public safety (police and fire) to its residents. The City and Liberty Water Company provide water and sewer service to a majority of the City's residents. Electricity is provided by Arizona Public Service Company, and natural gas is supplied by Southwest Gas Corporation.

The following are certain members of the administrative staff of the City:

Julie Arendall, City Manager. Julie Arendall was appointed City Manager in February 2018. Ms. Arendall has more than 18 years local government experience and is a Credentialed City Manager (ICMA-CM) through the International City Management Association. Prior to joining the City, Ms. Arendall served as a deputy city manager for the City of Peoria, Arizona. She joined that organization in 2012 as the human resources director after 12 years with Yavapai County, Arizona, first as human resources director, and in 2007, as county administrator. Ms. Arendall was an executive-level human resources professional in the private sector before transitioning to local government. Ms. Arendall earned a Master's degree in public administration from Grand Canyon University and a Bachelor's degree in business management from Arizona State University. She was honored to attend the Senior Executives in Local Government Program at JFK School of Government at Harvard University, is a Certified Public Manager through Arizona State University and is a Senior Professional in Human Resources (SPHR) through the Society for Human Resources Management.

Doug Sandstrom, Finance Director. Mr. Sandstrom was appointed Finance Director in May 2016. Mr. Sandstrom previously served as the Finance Director for the City of Casa Grande, Arizona from 2013 to 2016, Administrative Services Director for the City of Show Low, Arizona from 2010 to 2013 and in various capacities for the City of Surprise, Arizona, from 1999 to 2009 including Budget/Grant Analyst, Budget Manager, Management & Budget Director and

Assistant City Manager. Mr. Sandstrom has also served as Finance Director for the Town of Gila Bend, Arizona and as a Financial Analyst for the City of Rockford, Illinois. Mr. Sandstrom holds a Master's degree in public administration from the University of Wisconsin-Milwaukee and a Bachelor's degree in political science/economics from St. Cloud State University in Minnesota.

Economy

Historically agriculture was a major contributor to the City's economic base. Agriculture still plays a role in the City's economy, however, it no longer dominates the area's economy. Today much of the City's economy centers around the aerospace industry and retail services. Arizona's Airline Training Center and Lockheed Martin are located on the Phoenix-Goodyear Airport Campus. Industrial, commercial and residential developments have also become a significant part of the economy.

Goodyear Ballpark is the spring training and player development home of both of Ohio's Major League Baseball teams – the Cleveland Indians* and the Cincinnati Reds. The Cleveland Indians* started spring training in the City in 2009; the Cincinnati Reds started spring training in the City in 2010. Each team has a year-round presence in Arizona, through Spring Training, extended Spring Training, Rookie League, Fall Instructional League and rehabilitation of injured players at their training complexes. The teams' Development Complexes each include a 42,000 square foot clubhouse, six full-size practice fields, two infields, batting cages, pitching mounds, hitting tunnels and observation towers. Both teams have made Arizona their second home, and are actively engaged in the City and surrounding communities, participating in charity activities, youth sports programs and other events.

TABLE A-2 (a)

Unemployment Rate Averages

Year	City of Goodyear	Maricopa County	State of Arizona	United States
2020 (b)	7.2%	7.3%	7.9%	8.1%
2019	4.3	4.0	4.7	3.7
2018	4.2	4.1	4.7	3.9
2017	4.3	4.2	4.9	4.4
2016	4.8	4.6	5.4	4.9

(a) This table includes restated data: Local Area Unemployment Statistics ("LAUS") program data is intermittently revised to incorporate new population controls, updated inputs, re-estimation of models, and adjustment to new census division and national control totals.

(b) Data is not seasonally adjusted, is preliminary and is an average through December 2020 for the National Unemployment rate and through November 2020 for LAUS data. Data accessed January 13, 2021.

Source: *Local Area Unemployment Statistics* and *National Labor Force Statistics*, U.S. Department of Labor, Bureau of Labor Statistics.

* The Cleveland Indians have announced an anticipated team name change after the 2021 season.

A list of major employers with respect to the City is set forth in the following table.

TABLE A-3

Major Employers
City of Goodyear, Arizona

Employer	Product/Service	Approximate Employment	
United Parcel Service	Transportation & Distribution	1,860	
Chewy	Transportation & Distribution	1,200	
Abrazo Healthcare	Health Care	1,010	
Macys	Transportation & Distribution	1,010	
Amazon	Retail	980	
State of Arizona	Government	840	
Western Regional Medical Center	Health Care	770	
City of Goodyear	Government	681	(a)
Subzero Freezer Co	Consumer Goods Manufacturing	590	
Walmart	Retail	360	
Mclane Sunwest	Transportation & Distribution	350	
Recreational Equipment Inc	Transportation & Distribution	330	

(a) City estimated employment as provided in the in the City of Goodyear Fiscal Year 2019/20 CAFR.

Source: 2020 Maricopa Association of Governments Employer Database, employers with five or more employees, and the City's Economic Development Office. Accessed January 13, 2021.

Construction

The following charts illustrate a building permit summary for residential and non-residential construction and new housing starts for the City.

TABLE A-4

Value of Building Permits
City of Goodyear, Arizona
($000s omitted)

Fiscal Year	Residential	Commercial and Industrial	Total
2020/21 (a)	$348,604	$170,147	$ 518,751
2019/20	465,608	758,832	1,224,440
2018/19	284,955	250,906	535,861
2017/18	366,500	208,056	574,556
2016/17	307,380	111,939	419,319

(a) Partial fiscal year data from July 2020 through January 2021.

Source: The City. Construction is valued on the basis of estimated cost, not on market price or value of construction at the time the permit is issued. The date on which the permit is issued is not to be construed as the date of construction.

TABLE A-5

New Housing Starts
City of Goodyear, Arizona

Fiscal Year	Total New Housing Starts
2020/21 (a)	1,098
2019/20	1,490
2018/19	1,230
2017/18	1,292
2016/17	1,068

(a) Partial fiscal year data from July 2020 through January 2021.

Source: The City. The date of new housing starts is the date on which the permit is issued and is not to be construed as the date of construction.

Transportation

The City is readily accessible via ground and air transportation. Highway access is provided by County Highway 85, State Route 303 and Interstate 10. Other freeways, including State Route 101, Interstate 17 and Interstate 8 are readily accessible to the City. The City is approximately 25 miles from Phoenix Sky Harbor International Airport, which offers service from major airlines, commuter airlines and charter companies. The Phoenix-Goodyear Airport, located within the City, is classified as a reliever airport to Phoenix Sky Harbor International Airport. The airport has an 8,500-foot lighted and paved runway and offers various airport-related facilities. The City is also served by the major bus companies and rail service is provided by the Union Pacific Railroad.

Education

Elementary and secondary education is provided to residents of the City by Mobile Elementary School District, Avondale Elementary School District, Liberty Elementary School District, Litchfield Elementary School District, Littleton Elementary School District, Buckeye Union High School District, Tolleson Union High School District and Agua Fria Union High School District. Post-secondary education is provided by the Maricopa County Community College District, which provides two-year and professional degrees through a number of facilities located throughout the County and the greater Phoenix metropolitan area, including the campus of Estrella Mountain Community College located in the neighboring City of Avondale. Four-year degrees are attainable through Arizona State University located in Phoenix, Glendale, Mesa and Tempe, Grand Canyon University located in Phoenix and other universities located in the greater Phoenix metropolitan area which offer flexible class schedules to the working individuals of the County. Franklin Pierce University located in Goodyear offers doctorate programs through its College of Graduate and Professional Studies.

CITY OF GOODYEAR, ARIZONA
Financial Data

TABLE B-1

Current Year Statistics (For Fiscal Year 2020/21)
City of Goodyear, Arizona

Total General Obligation Bonds Outstanding and to Be Outstanding	$ 145,790,000	*(a)
Total Senior Lien and Subordinate Lien Water and Sewer Revenue Obligations Outstanding	143,992,194	(b)
Total Excise Tax Obligations Outstanding and to Be Outstanding	91,650,000	*(c)
Total Annual Appropriation Obligations Outstanding	2,762,278	(d)
Total Improvement District Bonds Outstanding	28,050,000	(e)
Net Assessed Limited Property Value	1,026,917,731	(f)
Net Full Cash Assessed Value	1,360,568,112	(f)
Estimated Net Full Cash Value	11,595,565,044	(g)
Estimated Net Assessed Limited Property Value (For Fiscal Year 2021/22)	$1,170,620,728	(h)

(a) See "Statements of Bonds Outstanding – General Obligation Bonds Outstanding and to Be Outstanding" in this appendix.

(b) See "Statements of Bonds Outstanding – Water and Sewer Revenue Obligations Outstanding" in this appendix.

(c) See "Statements of Bonds Outstanding – Excise Tax Obligations Outstanding and to Be Outstanding" in this appendix. Such amount is subject to change as described in footnote (a) to TABLE B-4.

(d) See "Statements of Bonds Outstanding – Annual Appropriation Obligations Outstanding" in this appendix.

(e) See "Statements of Bonds Outstanding – Improvement District Bonds Outstanding" in this appendix.

(f) See "PROPERTY TAXES" in this appendix for a description of this property value.

(g) Estimated net full cash value is the total market value of the property less estimated exempt property within the City, as projected by the Arizona Department of Revenue, Division of Property and Special Taxes ("Estimated Net Full Cash Value").

(h) Estimated valuations for Fiscal Year 2021/22 provided by the Arizona Department of Revenue. Valuations for Fiscal Year 2021/22 are not official until approved by the Board of Supervisors of the County on the third Monday in August for the following fiscal year. Although the final official valuations are not expected to differ materially from the estimated valuations, they are subject to positive or negative adjustments until approved by the Board of Supervisors of the County.

Source: *State and County 2020 Abstract of the Assessment Roll*, Arizona Department of Revenue and *Maricopa County 2020 Tax Levy*, County Department of Finance.

* Subject to change.

Statements of Bonds Outstanding

TABLE B-2

General Obligation Bonds Outstanding and to Be Outstanding
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Maturity Date Range	Principal Outstanding	
2016	Refunding	54,975,000	7-1-17/37	$ 44,355,000	
2017	Various Purpose	25,015,000	7-1-18/37	19,850,000	
2019	Various Purpose	26,960,000	7-1-20/38	25,305,000	
2019	Refunding	4,225,000	7-1-19/29	4,105,000	
2020	Refunding	9,250,000	7-1-20/30	8,990,000	
Total General Obligation Bonds Outstanding				$102,605,000	
Plus the Bonds				43,185,000	*
Total General Obligation Bonds to Be Outstanding				$145,790,000	*

TABLE B-3

Water and Sewer Revenue Obligations Outstanding
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Maturity Date Range	Principal Outstanding
Senior Lien Bonds				
2009	Refunding	$ 325,000	7-1-49	$ 325,000
2009	WIFA Loan (a)	5,716,315	7-1-10/29	2,772,194
Subordinate Lien Obligations				
2016	Subordinate Lien Obligations and Refunding	11,540,000	7-1-17/45	7,545,000
2020	Subordinate Lien Obligations	77,530,000	7-1-21/49	77,530,000
2020	Subordinate Lien Obligations	30,950,000	7-1-30/49	30,950,000
2020	Refunding	12,290,000	7-1-20/39	11,975,000
2020	Refunding	13,540,000	7-1-20/41	12,895,000
Total Water and Sewer Revenue Obligations Outstanding				$143,992,194

(a) Represents the City's 2009 financial obligations to the Arizona Water Infrastructure Finance Authority ("WIFA").

* Subject to change.

TABLE B-4

Excise Tax Obligations Outstanding and to Be Outstanding
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Maturity Date Range	Principal Outstanding	
Public Improvement Corporation Obligations (a)					
Excise Tax – Secured Obligations (b)					
2011A	PIC Refunding	$25,295,000	7-1-14/27	$23,770,000	
2016A	PIC Refunding	40,530,000	7-1-19/32	34,480,000	
2016B	PIC Refunding	31,165,000	7-1-17/31	23,855,000	
Total Excise Tax – Secured Obligations				$82,105,000	
Less Bonds Being Refunded				(23,770,000)	*
Total PIC Excise Tax – Secured Obligations Outstanding and to be Outstanding				$58,335,000	*
Subordinate-Lien Excise Tax – Secured Obligations (c)					
2017	PIC, Taxable	$10,645,000	7-1-27	$ 7,825,000	
Total PIC Subordinate Lien Excise Tax Secured Obligations				$ 7,825,000	
City of Goodyear Obligations					
2021 Excise Tax Refunding Obligations (b)		$25,490,000	7-1-21/27	$25,490,000	(d)*
Total City Excise Tax Revenue Obligations Outstanding and to be Outstanding				$25,490,000	*
Total Excise Tax Obligations Outstanding and to be Outstanding				$91,650,000	*

(a) The City of Goodyear, Arizona Public Improvement Corporation (the "Public Improvement Corporation" or "PIC").

(b) These obligations are secured by a first lien pledge of the certain City excise taxes, fines and fees, and certain State shared revenues (collectively, the "Excise Taxes").

(c) These obligations are secured by a second lien pledge of the Excise Taxes.

(d) The City expects to offer the 2021 Excise Tax Refunding Obligations pursuant to a separate official statement. If executed and delivered, the 2021 Excise Tax Refunding Obligations will be secured by a first lien pledge of Excise Taxes.

TABLE B-5

Annual Appropriation Obligations Outstanding
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Maturity Date Range	Principal Outstanding	
Public Improvement Corporation Obligations					
2012A	PIC, Tax Exempt	$ 9,390,000	6-15-13/23	$ 2,460,882	
2012B	PIC, Taxable	1,110,000	6-15-13/23	301,396	
Total Annual Appropriation Obligations Outstanding				$2,762,278	*

* Subject to change.

TABLE B-6

Improvement District Bonds Outstanding (a)
City of Goodyear, Arizona

Issue Series	Description	Original Amount	Maturity Date Range	Principal Outstanding
2018	Assessment Bond Refunding	$34,870,000	1-1-19/31	$28,050,000
Total Improvement District Bonds Outstanding				$28,050,000

(a) Improvement District bonded debt is payable from special assessments levied on the property benefited by the financed improvements. Such bonds are a contingent liability of the City to the extent of any delinquent assessments.

PROPERTY TAXES

As described under the heading "SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS," the City will be required by law to levy or to cause to be levied on all the taxable property in the City a continuing, direct, annual, *ad valorem* property tax sufficient to pay all principal, interest, and costs of administration for the Bonds as the same become due. The State's *ad valorem* property tax levy and collection procedures are summarized under this heading "PROPERTY TAXES."

Taxable Property

Real property and improvements and personal property are either valued by the Assessor of the County or the Arizona Department of Revenue (the "Department of Revenue"). Property valued by the Assessor of the County is referred to as "locally assessed" property and generally encompasses residential, agricultural and traditional commercial and industrial property. Property valued by the Department of Revenue is referred to as "centrally valued" property and generally includes large mine and utility entities.

Locally assessed property is assigned two values: Full Cash Value and Limited Property Value (both as defined herein). Centrally valued property is assigned one value: Full Cash Value.

Full Cash Value

In the context of a specific property parcel, full cash value ("Full Cash Value") is statutorily defined to mean "that value determined as prescribed by statute" or if no statutory method is prescribed it is "synonymous with market value which means that estimate of value that is derived annually by using standard appraisal methods and techniques," which generally include the market approach, the cost approach and the income approach. In valuing locally assessed property, the Assessor of the County generally uses a cost approach to value commercial/industrial property and a market approach to value residential property. In valuing centrally valued property, the Department of Revenue begins generally with information provided by taxpayers and then applies procedures provided by State law. State law allows taxpayers to appeal such Full Cash Values by providing evidence of a lower value, which may be based upon another valuation approach. Full Cash Value is used as the ceiling for determining Limited Property Value. Unlike Limited Property Value, increases in Full Cash Value are not limited.

Limited Property Value

In the context of a specific property parcel, limited property value ("Limited Property Value") is a property value determined pursuant to the Arizona Constitution and the A.R.S. Except as described in the next sentence, for locally assessed property in existence in the prior year, Limited Property Value is limited to the lesser of Full Cash Value or an amount 5% greater than Limited Property Value determined for the prior year for such specific property parcel. In the following circumstances, Limited Property Value is established at a level or percentage of Full Cash Value that is comparable to that of other properties of the same or similar use or classification: property that was erroneously totally or partially omitted from the property tax rolls in the preceding tax year, except as a result of the matters described in this sentence; property for which a change in use has occurred since the preceding tax year and property that has been modified by construction, destruction, or demolition since the preceding valuation year such that the total value of the modification is equal to or greater than fifteen percent of the Full Cash Value. (Limited Property Value of property that has been split,

subdivided, or consolidated varies depending on when the change occurred.) A separate Limited Property Value is not provided for centrally valued property.

Full Cash Value and Limited Property Value for Taxing Jurisdictions

The Full Cash Value in the context of a taxing jurisdiction is the sum of the Full Cash Value associated with each parcel of property in the jurisdiction. Full Cash Value of the jurisdiction is the basis for determining constitutional and statutory debt limits for certain political subdivisions in Arizona, including the City.

The Limited Property Value in the context of a taxing jurisdiction is the sum of the Limited Property Value associated with each parcel of locally assessed property within the jurisdiction, plus the sum of the Full Cash Value associated with each parcel of centrally valued property within the jurisdiction. Limited Property Value of the jurisdiction is used as the basis for levying both primary and secondary taxes. See "Primary Taxes" and "Secondary Taxes" below.

Property Classification and Assessment Ratios

All property, both real and personal, is assigned a classification (defined by property use) and related assessment ratio that is multiplied by the Limited Property Value or Full Cash Value of the property, as applicable, to obtain the "Limited Assessed Property Value" and the "Full Cash Assessed Value," respectively.

The assessment ratios for each property classification are set forth by tax year in the following table.

TABLE B-7

Property Tax Assessment Ratios (Tax Year)

Property Classification (a)	2016	2017	2018	2019	2020
Mining, Utility, Commercial and Industrial	18%	18%	18%	18%	18%
Agricultural and Vacant Land	15	15	15	15	15
Owner Occupied Residential	10	10	10	10	10
Leased or Rented Residential	10	10	10	10	10
Railroad Private Car Company and Airline Flight Property (b)	14	15	14	15	15

(a) Additional classes of property exist, but seldom amount to a significant portion of a municipal body's total valuation.

(b) This percentage is determined annually pursuant to A.R.S. Section 42-15005.

Source: *State and County Abstract of the Assessment Roll for Tax Years 2016 to 2020*, Arizona Department of Revenue.

Primary Taxes

Per State statute, taxes levied for the maintenance and operation of counties, cities, towns, school districts, community college districts and the State are "primary taxes." Primary taxes are levied against Net Assessed Limited Property Value (as defined herein). "Net Assessed Limited Property Value" is determined by excluding the value of property exempt from taxation from Limited Assessed Property Value of locally assessed property and from Full Cash Assessed Value of centrally valued property and combining the resulting two amounts.

The primary taxes levied by each county, city, town and community college district are constitutionally limited to a maximum increase of 2% over the maximum allowable prior year's levy limit, plus any taxes on property not subject to taxation in the preceding year (e.g., new construction and property brought into the jurisdiction because of annexation). The 2% limitation does not apply to primary taxes levied on behalf of school districts.

The combined taxes on owner-occupied residential property only, for purposes other than voter-approved bond indebtedness and overrides and certain special district assessments, are constitutionally limited to 1% of the Limited Property Value of such property. This constitutional limitation on the combined tax levies for owner-occupied residential property is implemented by reducing the school district's taxes. To offset the effects of reduced school district property taxes, the State compensates the school district by providing additional State aid.

Secondary Taxes

Per State statute, taxes levied for payment of bonds like the Bonds, voter-approved budget overrides, the maintenance and operation of special purpose districts such as sanitary, fire, road improvement and career technical education districts, and taxes levied by school districts for qualified desegregation expenditures are "secondary taxes." Like primary taxes, secondary taxes are also levied against Net Assessed Limited Property Value. There is no constitutional or statutory limitation on annual levies for voter-approved bonded indebtedness and overrides and certain special district assessments.

Tax Procedures

The State tax year has been defined as the calendar year, notwithstanding the fact that tax procedures begin prior to January 1 of the tax year and continue through May of the succeeding calendar year.

On or before the third Monday in August each year the Board of Supervisors of the County prepares the tax roll setting forth certain valuations by taxing district of all property in the County subject to taxation. The tax roll is then forwarded to the Treasurer of the County (the "Treasurer"). (The Assessor of the County is required to have completed the assessment roll by December 15th of the year prior to the levy. This roll identifies the valuation and classification of each parcel located within the County for the tax year.)

With the various budgetary procedures having been completed by the governmental entities, the appropriate tax rate for each jurisdiction is then levied upon each non-exempt parcel of property in order to determine the total tax owed by each property owner. Any subsequent decrease in the value of the tax roll due to appeals or other reasons reduces the amount of taxes received by each jurisdiction.

The property tax lien on real property attaches on January 1 of the year the tax is levied. Such lien is prior and superior to all other liens and encumbrances on the property subject to such tax except liens or encumbrances held by the State or liens for taxes accruing in any other years.

Delinquent Tax Procedures

The property taxes due the City are billed, along with State and other taxes, each September and are due and payable in two installments on October 1 and March 1 and become delinquent on November 1 and May 1, respectively. Delinquent taxes are subject to an interest penalty of 16% per annum prorated monthly as of the first day of the month. (Delinquent interest is waived if a taxpayer, delinquent as to the November 1 payment, pays the entire year's tax bill by December 31.) After the close of the tax collection period, the Treasurer prepares a delinquent property tax list and the property so listed is subject to a tax lien sale in February of the succeeding year. In the event that there is no purchaser for the tax lien at the sale, the tax lien is assigned to the State, and the property is reoffered for sale from time to time until such time as it is sold, subject to redemption, for an amount sufficient to cover all delinquent taxes.

After three years from the sale of the tax lien, the tax lien certificate holder may bring an action in a court of competent jurisdiction to foreclose the right of redemption and, if the delinquent taxes plus accrued interest are not paid by the owner of record or any entity having a right to redeem, a judgment is entered ordering the Treasurer to deliver a treasurer's deed to the certificate holder as prescribed by law.

In the event of bankruptcy of a taxpayer pursuant to the United States Bankruptcy Code (the "Bankruptcy Code"), the law is currently unsettled as to whether a lien can attach against the taxpayer's property for property taxes levied during the pendency of bankruptcy. Such taxes might constitute an unsecured and possibly non-interest bearing administrative expense payable only to the extent that the secured creditors of a taxpayer are oversecured, and then possibly only on the prorated basis with other allowed administrative claims. It cannot be determined, therefore, what adverse impact bankruptcy might have on the ability to collect *ad valorem* taxes on property of a taxpayer within the City. Proceeds to pay such taxes come only from the taxpayer or from a sale of the tax lien on delinquent property.

When a debtor files or is forced into bankruptcy, any act to obtain possession of the debtor's estate, any act to create or perfect any lien against the property of the debtor or any act to collect, assess or recover a claim against the debtor that arose before the commencement of the bankruptcy is stayed pursuant to the Bankruptcy Code. While the automatic stay of a bankruptcy court may not prevent the sale of tax liens against the real property of a bankrupt taxpayer, the judicial or administrative foreclosure of a tax lien against the real property of a debtor would be subject to the stay of bankruptcy court. It is reasonable to conclude that "tax sale investors" may be reluctant to purchase tax liens under such

circumstances, and, therefore, the timeliness of the payment of post-bankruptcy petition tax collections becomes uncertain.

It cannot be determined what impact any deterioration of the financial conditions of any taxpayer, whether or not protection under the Bankruptcy Code is sought, may have on payment of or the secondary market for the Bonds. None of the City, the Financial Advisor, the Underwriter or their respective agents or consultants has undertaken any independent investigation of the operations and financial condition of any taxpayer, nor have they assumed responsibility for the same.

In the event the County is expressly enjoined or prohibited by law from collecting taxes due from any taxpayer, such as may result from the bankruptcy of a taxpayer, any resulting deficiency could be collected in subsequent tax years by adjusting the City's tax rate charged to non-bankrupt taxpayers during such subsequent tax years.

DIRECT AND OVERLAPPING GENERAL OBLIGATION BONDED INDEBTEDNESS

The Arizona Constitution provides that the general obligation bonded indebtedness for a city for general municipal purposes may not exceed six percent of the Net Full Cash Assessed Value in that city. In addition, an incorporated city may become indebted in an amount not exceeding an additional twenty percent of the Net Full Cash Assessed Value of the city for supplying such city with water, artificial light, or sewers, when the works for supplying such water, light, or sewers are or shall be owned and controlled by the city, and for the acquisition and development by the city of land or interests therein for open space preserves, parks, playgrounds and recreational facilities, public safety, law enforcement, fire and emergency services facilities and streets and transportation facilities.

TABLE B-8

Direct General Obligation Bonded Debt, Legal Limitation And Unused General Obligation Bonding Capacity (a)
City of Goodyear, Arizona

General Municipal Purpose Bonds	
Total 6% General Obligation Bonding Capacity	$81,634,087
Less 6% Original Issue Premium	-
Less 6% General Obligation Bonds Outstanding	-
Net 6% General Obligation Bonding Capacity	$81,634,087

Water, Light, Sewer, Open Space, Streets, Parks, Transportation and Public Safety Bonds	
Total 20% General Obligation Bonding Capacity	$272,113,622
Less 20% Original Issue Premium (b)	(11,750,000)
Less 20% General Obligation Bonds to be Outstanding	(145,790,000) *
Net 20% General Obligation Bonding Capacity	$114,573,622

(a) General obligation bonding capacity is calculated using the City's Fiscal Year 2020/21 Net Full Cash Assessed Value of $1,360,568,112. Capacity is reduced by applicable amount in connection with the issuance of the Bonds.

(b) $1,895,000 of this amount is premium on previous refunding bonds and reduces the borrowing capacity, but not authorization, of the City under the Arizona Constitution. $9,855,000* of this amount is premium on the Bonds and reduces (i) the borrowing capacity of the City under the Arizona Constitution and (ii) the principal amount of general obligation bonds authorized at the Elections. The City's borrowing capacity (but not authorization) will be recaptured as premium is amortized. The City plans to amortize such premium as shown in TABLE B-9.

* Subject to change.

TABLE B-9

Original Issue Premium Amortization
General Obligation Bonds
City of Goodyear, Arizona

Maturity	The Bonds*	General Obligation Refunding Bonds, Series 2020	General Obligation Refunding Bonds, Series 2019	Combined
7/1/2021		$ 85,000	$ -	$ 85,000
7/1/2022	$ 570,000	90,000	-	660,000
7/1/2023	670,000	100,000	-	770,000
7/1/2024	260,000	105,000	-	365,000
7/1/2025	270,000	110,000	-	380,000
7/1/2026	285,000	115,000	-	400,000
7/1/2027	300,000	125,000	240,000	665,000
7/1/2028	315,000	130,000	250,000	695,000
7/1/2029	330,000	140,000	260,000	730,000
7/1/2030	345,000	145,000		490,000
7/1/2031	360,000			360,000
7/1/2032	380,000			380,000
7/1/2033	400,000			400,000
7/1/2034	420,000			420,000
7/1/2035	435,000			435,000
7/1/2036	455,000			455,000
7/1/2037	470,000			470,000
7/1/2038	490,000			490,000
7/1/2039	1,520,000			1,520,000
7/1/2040	1,580,000			1,580,000
Total	$9,855,000	$1,145,000	$750,000	$11,750,000

TABLE B-10

Direct and Overlapping General Obligation Bonds
Outstanding and to be Outstanding
City of Goodyear, Arizona

Overlapping Jurisdiction	General Obligation Bonded Debt (b)	Proportion applicable to City of Goodyear (a) Approximate Percent	Net Debt Amount	
State of Arizona	None	1.469%	None	
Maricopa County	None	2.247	None	
Maricopa County Community College District	$250,065,000	2.247	$ 5,618,561	
Maricopa County Special Health Care District	429,125,000	2.241	9,617,119	
Western Maricopa Education Center District No. 402	157,075,000	6.100	9,582,148	
Avondale Elementary School District No. 44	33,510,000	84.294	28,246,996	
Liberty Elementary School District No. 25	34,375,000	59.779	20,548,915	
Litchfield Elementary School District No. 79	41,220,000	45.797	18,877,702	
Littleton Elementary School District No. 65	24,975,000	0.019	4,726	
Mobile Elementary School District No. 86	None	45.398	None	
Agua Fria Union High School District No. 216	132,210,000	58.043	76,738,950	
Buckeye Union High School District No. 201	72,010,000	22.365	16,105,162	
Tolleson Union High School District No. 214	169,815,000	0.004	6,977	
Centerra Community Facilities District	2,728,000	100.000	2,728,000	
Goodyear Community Facilities General District No. 1	7,070,000	100.000	7,070,000	
Goodyear Community Facilities Utilities District No. 1	30,080,000	100.000	30,080,000	
Cortina Community Facilities District	1,625,000	100.000	1,625,000	
Cottonflower Community Facilities District	1,530,000	100.000	1,530,000	
Estrella Mountain Ranch Community Facilities District	11,200,000	100.000	11,200,000	
Palm Valley Community Facilities District No. 3	4,980,000	100.000	4,980,000	
Wildflower Ranch Community Facilities District No. 1	300,000	100.000	300,000	
Wildflower Ranch Community Facilities District No. 2	545,000	100.000	545,000	
City of Goodyear	145,790,000	100.000	145,790,000	*(c)
Total Direct and Overlapping General Obligation Bonded Debt Outstanding and to Be Outstanding			$391,195,256	

(a) Proportion applicable to the City is computed on the ratio of Net Assessed Limited Property Value for Fiscal Year 2020/21 of the portion of the overlapping jurisdiction lying within the City divided by the total Net Assessed Limited Property Value of such jurisdiction. Total may not add due to rounding.

(b) Does not include presently authorized but unissued general obligation bonds of such jurisdictions that may be issued in the future nor amounts that may be authorized at future elections. Additional bonds may be authorized by voters within such jurisdictions pursuant to future elections.

Does not include outstanding principal amount of certificates of participation, revenue obligations or loan obligations outstanding for the jurisdictions listed above. Does not include outstanding principal amounts of bonded debt payable from special assessments, as such debt is presently being paid from such special assessments against affected property owners residing within the various improvement districts.

Also does not include the obligation of the Central Arizona Water Conservation District ("CAWCD") to the United States Department of the Interior (the "Department of the Interior"), for repayment of certain capital costs for construction of the Central Arizona Project ("CAP"), a major reclamation project that has been substantially

* Subject to change.

completed by the Department of the Interior. The obligation is evidenced by a master contract between CAWCD and the Department of the Interior. In April 2003, the United States and CAWCD agreed to settle litigation over the amount of the construction cost repayment obligation, the amount of the respective obligations for payment of the operation, maintenance and replacement costs and the application of certain revenues and credits against such obligations and costs. Under the agreement, CAWCD's obligation for substantially all of the CAP features that have been constructed so far will be set at $1.646 billion, which amount assumes (but does not mandate) that the United States will acquire a total of 667,724 acre feet of CAP water for federal purposes. The United States will complete unfinished CAP construction work related to the water supply system and regulatory storage stages of CAP at no additional cost to CAWCD. Of the $1.646 billion repayment obligation, 73% will be interest bearing and the remaining 27% will be non-interest bearing. These percentages have been fixed for the entire 50-year repayment period, which commenced October l, 1993. CAWCD is a multi-county water conservation district having boundaries coterminous with the exterior boundaries of Arizona's Maricopa, Pima and Pinal Counties. It was formed for the express purpose of paying administrative costs and expenses of the CAP and to assist in the repayment to the United States of the CAP capital costs. Repayment will be made from a combination of power revenues, subcontract revenues (i.e., agreements with municipal, industrial and agricultural water users for delivery of CAP water) and a tax levy against all taxable property within CAWCD's boundaries. At the date of this Official Statement, the tax levy is limited to 14 cents per $100 of Net Assessed Limited Property Value, of which 14 cents is currently being levied. (See A.R.S., Sections 48-3715 and 48-3715.02.) There can be no assurance that such levy limit will not be increased or removed at any time during the life of the master contract. Does not include the obligation of the Maricopa County Flood Control District to contribute $70 to $80 million to the CAP. The Maricopa County Flood Control District's sole source of revenue to pay the contribution will be *ad valorem* taxes on real property and improvements.

(c) Includes the Bonds.

Source: The various entities.

TABLE B-11

Direct and Overlapping General Obligation Bonds
Authorized but Unissued
City of Goodyear, Arizona

Overlapping Jurisdiction	General Obligation Bonds Authorized but Unissued
Maricopa County Special Health Care District	$304,000,000
Avondale Elementary School District No. 44	9,365,000
Liberty Elementary School District No. 25	26,750,000*
Litchfield Elementary School District No. 79	7,000,000
Littleton Elementary School District No. 65	14,000,000
Tolleson Union High School District No. 214	65,000,000
Centerra Community Facilities District	15,692,000
Goodyear Community Facilities General District No. 1	119,260,000
Goodyear Community Facilities Utilities District No. 1	111,760,000
Cortina Community Facilities District	845,000
Cottonflower Community Facilities District	415,000
Estrella Mountain Ranch Community Facilities District	181,895,000
Palm Valley Community Facilities District No. 3	116,460,000
Wildflower Ranch Community Facilities District No. 1	600,000
Wildflower Ranch Community Facilities District No. 2	510,000
City of Goodyear	62,641,616*

Source: The various entities.

* Subject to change.

TABLE B-12

Direct and Overlapping General Obligation Bonded Debt Ratios
City of Goodyear, Arizona

		As a Percentage of City's	
	Per Capita Bonded Debt Population at 92,865 (a)	2020/21 Net Assessed Limited Property Value	2020/21 Estimated Net Full Cash Value
Direct General Obligation Bonded Debt	$1,570	14.20%	1.26%
Direct and Overlapping General Obligation Debt	4,213	38.09	3.37

(a) Estimate as of July 1, 2020 (published December 2020).

Source: Arizona Department of Administration, Office of Employment and Population Statistics and *State and County 2020 Abstract of the Assessment Roll*, Arizona Department of Revenue.

Other Indebtedness
City of Goodyear, Arizona

The City currently has no other material indebtedness.

Source: The City.

TAX COLLECTIONS, TAX RATES AND VALUES

TABLE B-13

Real and Secured Property Taxes Levied and Collected (a)
City of Goodyear, Arizona

			Collected to 6-30 of Initial Fiscal Year (b)		Cumulative Collection to December 31, 2020	
Fiscal Year	Tax Rate	City Tax Levy (c)	Amount	% of Levy (d)	Amount	% of Levy (d)
2020/21	$1.7335	$17,801,260	(e)		$ 9,787,210	54.77%
2019/20	1.7332	15,942,526	$15,760,029	98.86%	15,894,795	99.46
2018/19	1.7350	14,263,392	14,097,133	98.83	14,085,939	98.76
2017/18	1.7349	13,232,702	13,071,185	98.78	13,148,550	99.36
2016/17	1.8623	13,157,209	13,024,932	98.99	13,023,153	98.98
2015/16	1.8700	12,599,829	12,392,149	98.35	12,432,071	98.67

(a) Taxes are collected by the Treasurer. Taxes in support of debt service are levied by the County Board of Supervisors as required by A.R.S.

(b) Reflects collections made through June 30, the end of the fiscal year, on such year's levy. Property taxes are payable in two installments. The first installment is due on October 1 and becomes delinquent on November 1; the second installment is due on March 1 and becomes delinquent on May 1. Delinquent taxes are subject to an interest and penalty change of 16% per annum, which is prorated at a monthly rate of 1.33%. Interest and penalty collections for delinquent taxes are not included in the collection figures but are deposited in the County's General Fund. Interest and penalties with respect to the first half tax collections (delinquent November 1) are waived if the full year's taxes are paid by December 31.

(c) Tax levy amount shown is based on the original levy set by the County and does not reflect adjustments.

(d) Percentage of levy collected is calculated using the adjusted levy as of 6-30 of the initial fiscal year or as of the query date, respectively.

(e) 2021 taxes in course of collection: first installment due 10-01-20, delinquent 11-01-20; second installment due 03-01-21, delinquent 05-01-21.

Source: Treasurer.

TABLE B-14

Direct and Overlapping Assessed Valuations and Total Tax Rates
Per $100 Assessed Valuation

Overlapping Jurisdiction	2020/21 Net Assessed Limited Property Value (a)	2020/21 Total Tax Rate Per $100 Net Assessed Limited Property Value (a)	
State of Arizona	$69,914,507,682	None	
Maricopa County	45,704,969,813	$1.8435	(b)
Maricopa County Community College District	45,704,969,813	1.2881	
Maricopa County Fire District Assistance Tax (c)	45,704,969,813	0.0090	
Maricopa County Flood Control District (d)	42,084,633,673	0.1792	
Maricopa County Library District	45,704,969,813	0.0556	
Maricopa County Special Health Care District	45,822,046,238	0.3046	
Central Arizona Water Conservation District (e)	45,822,046,238	0.1400	
Western Maricopa Education Center District No. 402	16,833,710,370	0.1655	
Adaman Irrigation District No. 36 (f)	2,402	10.0500	
McMicken Irrigation District (f)	18,504	1.0565	
Roosevelt Irrigation District (f)	36,153	29.8100	
Avondale Elementary School District No. 44	455,199,405	4.2642	
Liberty Elementary School District No. 25	305,237,516	3.9299	
Littleton Elementary School District No. 65	292,443,518	5.5476	
Litchfield Elementary School District No. 79	999,689,119	3.5229	
Mobile Elementary School District No. 86	8,581,942	7.8876	
Agua Fria Union High School District No. 216	1,454,888,363	3.3515	
Buckeye Union High School District No. 201	815,567,619	3.1728	
Tolleson Union High School District No. 214	1,351,671,228	4.7075	
Centerra Community Facilities District	15,278,103	2.1576	
Cortina Community Facilities District	11,666,407	1.9843	
Cottonflower Community Facilities District	10,444,092	2.5443	
Goodyear Community Facilities General District No. 1	135,154,459	0.9040	
Goodyear Community Facilities Utilities District No. 1	422,333,774	0.9039	
Estrella Mountain Ranch Community Facilities District No. 1	118,823,073	1.3000	
King Ranch Community Facilities District	1,331,322	0.3000	
Palm Valley Community Facilities District No. 3	125,512,768	0.5450	
Wildflower Ranch Community Facilities District No. 1	5,495,591	2.5582	
Wildflower Ranch Community Facilities District No. 2	5,544,199	2.7278	
City of Goodyear	1,026,917,731	1.7335	

(a) Any decrease in an assessed valuation below the amount shown could result in an increase in the applicable tax rate.

(b) Includes the "State Equalization Assistance Property Tax." The State Equalization Assistance Property Tax in Fiscal Year 2020/21 has been set at $0.4426 and is adjusted annually pursuant to A.R.S. Section 41-1276.

(c) The County is mandated to levy a tax annually in support of County fire districts.

(d) The assessed valuation of the Maricopa County Flood Control District does not include the personal property assessed valuation within the County.

(e) The Net Assessed Limited Property Value for CAWCD reflects the assessed valuation located within Maricopa County only.

(f) Irrigation district levies are based on a per acre assessment upon the qualified land within the City.

Source: Finance Department of the County and *State and County 2020 Abstract of the Assessment Roll*, Arizona Department of Revenue.

Direct and Overlapping Total Tax Rates Per $100 of Assessed Valuation

There are 29 taxing jurisdictions that overlap the City's boundaries. The total overlapping property tax rate for property owners within the City, excluding community facilities districts, ranges from $6.4616 to $16.4167.

Source: Finance Department of the County.

TABLE B-15

Assessed Value by Property Classification
City of Goodyear, Arizona

Below are breakdowns of the City's Net Assessed Limited Property Value by property classification.

Class	2020/21	2019/20	2018/19	2017/18	2016/17
Utilities, Commercial and Industrial	$ 309,192,382	$266,282,679	$222,965,979	$208,163,184	$202,651,531
Agricultural and Vacant	59,707,311	56,226,129	50,493,691	49,683,775	44,411,960
Residential (owner occupied)	460,411,207	418,330,272	382,577,656	349,928,707	313,672,358
Residential (rental)	189,647,892	171,609,849	155,144,262	148,286,997	143,196,689
Railroads	1,039,545	1,131,907	1,220,484	1,208,387	1,035,798
Historic Property	6,885,168	6,126,396	6,046,461	5,662,551	5,431,869
Miscellaneous	34,226	99,335	102,005	104,671	134,117
	$1,026,917,731	$919,806,567	$818,550,538	$763,038,272	$710,534,322

Source: *State and County 2020 Abstract of the Assessment Roll*, Arizona Department of Revenue.

TABLE B-16

Assessed Valuation of Major Taxpayers (a)
City of Goodyear, Arizona

The table below shows the major property taxpayers located within the City and their Net Assessed Limited Property Value for the Fiscal Year indicated.

Taxpayer (b)	2020/21 Net Assessed Limited Property Value	As % of City's Total 2020/21 Net Assessed Limited Property Value
Arizona Public Service Company	$27,128,261	2.64%
VHS of South Phoenix	15,354,577	1.50
FR PV 303 LLC	9,100,383	0.89
Macys Logistics LLC	8,960,018	0.87
Nike IHM Inc	6,592,815	0.64
Huhtamaki Inc	6,476,253	0.63
Lex Goodyear II LP	6,122,636	0.60
HCL Goodyear Centerpointe LLC (Lease)	6,099,018	0.59
Southwest Gas Corporation (T&D)	6,039,572	0.59
Andersen Regional Manufacturing Inc	5,981,859	0.58
	$97,855,392	9.53%

(a) Based upon data obtained from the Treasurer. None of the City, the Underwriter, counsel to the Underwriter, the Financial Advisor, or Bond Counsel has made an independent determination of the financial condition of any of the major taxpayers or their ability to pay taxes.

(b) Some of such taxpayers or their parent corporations are subject to the informational requirements of the Securities Exchange Act of 1934, as amended, and in accordance therewith file reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information (collectively, the "Filings") may be inspected, copied and obtained at prescribed rates at the Commission's public reference facilities at 100 F Street, N.E., Washington, D.C. 20549-2736. In addition, the Filings may also be inspected at the offices of the New York Stock Exchange at 20 Broad Street, New York, New York 10005. The Filings may also be obtained through the Internet on the Commission's EDGAR data base at http://www.sec.gov. No representative of the City, the Financial Advisor, the Underwriter, counsel to the Underwriter, or Bond Counsel has examined the information set forth in the Filings for accuracy or completeness, nor does any such representative assume responsibility for the same.

Source: Assessor of the County.

TABLE B-17

Estimated Net Full Cash Value (a)
City of Goodyear, Arizona

Fiscal Year	Estimated Net Full Cash Value
2020/21	$11,595,565,044
2019/20	10,132,136,333
2018/19	9,032,628,513
2017/18	8,298,797,769
2016/17	7,485,029,772

(a) The City's estimated Net Full Cash Value approximates the total market value of all taxable property located within the boundaries of the City, less the estimated exempt property within the boundaries of the City.

Source: The Financial Advisor. Total market value and exempt property information for tax years 2016 through 2020, *State and County Abstract of the Assessment Roll*, Arizona Department of Revenue.

CITY EMPLOYEE RETIREMENT SYSTEM

All benefitted employees of the City are covered by one of three pension systems. The Arizona State Retirement System ("ASRS") is for the benefit of the employees of the state and certain other governmental jurisdictions. All benefited City employees, except sworn fire and police personnel and the City Council, are included in the plan that is a multiple-employer cost-sharing defined benefit pension plan. All sworn fire and police personnel participate in the Public Safety Personnel Retirement System ("PSPRS") that is an agent multiple-employer defined benefit pension plan.

In addition, eligible employees are covered by other post employment benefit plans. All sworn fire and police personnel participate in the PSPRS that is an agent multiple-employer defined benefit health insurance premium benefit ("OPEB") plan. Eligible City employees also participate in the City's defined benefit medical plan OPEB plan. Eligible City employees covered by Arizona State Retirement System also participate in the ASRS OPEB plan.

At June 30, 2020, the City reported the following unfunded liabilities related to pensions and OPEB for all plans to which it contributes (in thousands):

TABLE B-18

Net Pension and OPEB Liabilities
City of Goodyear, Arizona

Plan	Governmental Activities	Business-Type Activities
ASRS	$31,501,267	$5,717,115
PSPRS-Fire	15,540,856	-
PSPRS-Police	20,376,991	-
Total	$67,419,114	$5,717,115

For a more detailed description of these plans and the City contributions to the various plans, please refer to Note 13 of the City's Audited General Purpose Financial Statements for the Year Ended June 30, 2020, contained in APPENDIX C of this Official Statement.

[THIS PAGE LEFT INTENTIONALLY BLANK]

APPENDIX C

CITY OF GOODYEAR, ARIZONA

AUDITED FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2020

The following audited financial statements are for the fiscal year ended June 30, 2020, have been audited by HintonBurdick, PLLC, certified public accountants, to the extent and for the period indicated thereon. The City has neither requested nor obtained the consent of HintonBurdick, PLLC, to include its report and HintonBurdick, PLLC, has performed no procedures subsequent to sending its report on the audited financial statements.

These are the most recent audited financial statements available to the City. THESE AUDITED FINANCIAL STATEMENTS ARE NOT CURRENT AND MAY NOT REPRESENT THE CURRENT FINANCIAL CONDITIONS OF THE CITY.

[THIS PAGE LEFT INTENTIONALLY BLANK]

APPENDIX D

BOOK-ENTRY-ONLY SYSTEM

THE INFORMATION PROVIDED IN THIS APPENDIX D HAS BEEN PROVIDED BY DTC. NO REPRESENTATION IS MADE BY THE CITY, BOND COUNSEL, THE FINANCIAL ADVISOR, COUNSEL TO THE UNDERWRITER OR THE UNDERWRITER AS TO THE ACCURACY OR ADEQUACY OF SUCH INFORMATION PROVIDED BY DTC OR AS TO THE ABSENCE OF MATERIAL ADVERSE CHANGES IN SUCH INFORMATION SUBSEQUENT TO THE DATE HEREOF.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a rating of "AA+" from Standard & Poor's. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to

obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar (initially U.S. Bank, National Association) and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Registrar on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and redemption payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

THE CITY WILL HAVE NO RESPONSIBILITY OR OBLIGATION TO DTC, DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (2) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE BONDS UNDER THE BOND RESOLUTION; (3) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE BONDS; (4) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO THE BONDS; (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE BONDS; OR (6) ANY OTHER MATTERS.

So long as Cede & Co. is the registered owner of the Bonds, as nominee for DTC, references herein to "Owner" or registered owners of the Bonds (other than under the caption "TAX EXEMPTION") shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of such Bonds.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City or the Registrar to DTC only.

[THIS PAGE LEFT INTENTIONALLY BLANK]

APPENDIX E

FORM OF APPROVING LEGAL OPINION

[Closing Date]

MAYOR AND COUNCIL
CITY OF GOODYEAR, ARIZONA

We have examined the transcript of proceedings relating to the issuance by the City of Goodyear, Arizona (the "*City*") of its $43,185,000* aggregate principal amount of General Obligation Bonds, Series 2021 (the "*Bonds*"). The Bonds are dated the date of initial delivery and bear interest payable January 1 and July 1 of each year, commencing January 1, 2022*.

As to questions of fact material to our opinion, we have relied upon, and assumed due and continuing compliance with the provisions of, the proceedings and other documents, and have relied upon certifications, covenants and representations furnished to us without undertaking to verify the same by independent investigation, including, without limitation, those with respect to causing interest on the Bonds to be and remain excluded from gross income for federal income tax purposes.

Based upon the foregoing, we are of the opinion, as of this date, which is the date of initial delivery of the Bonds against payment therefor, that:

1. The Bonds are valid and binding general obligations of the City.

2. All taxable property within the City is subject to the levy of a direct, annual, ad valorem tax to pay the principal of and interest on the Bonds without limit as to rate or amount. It is required by law that there be levied, assessed and collected, in the same manner as other taxes of the City, an annual tax upon the taxable property in the City sufficient to pay the principal of and interest on the Bonds when due.

3. Under existing laws, regulations, rulings and judicial decisions, the interest income on the Bonds is excludable from gross income for the purpose of calculating federal income taxes and is exempt from Arizona income taxes. Interest income on the Bonds is not an item of tax preference to be included in computing the alternative minimum tax. The Bonds are not private activity bonds within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "*Code*"). We express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The Code imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the Bonds from gross income for federal income tax purposes, including a requirement that the City rebate to the federal government certain of the investment earnings with respect to the Bonds. Failure to comply with such restrictions, conditions and requirements could cause the Bonds to be "arbitrage bonds" within the meaning of the Code or otherwise result in the interest income on the Bonds being included as gross income for federal income tax purposes from their date of issuance. The City has covenanted to comply with the restrictions, conditions and requirements of the Code necessary to preserve the tax-exempt status of the Bonds. For purposes of this opinion we have assumed continuing compliance by the City with such restrictions, conditions and requirements.

* Subject to change.

The rights of the owners of the Bonds and the enforceability of those rights may be subject to bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights and the enforcement of those rights may be subject to the exercise of judicial discretion in accordance with general principles of equity.

GUST ROSENFELD P.L.C.

[THIS PAGE LEFT INTENTIONALLY BLANK]

APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

[THIS PAGE LEFT INTENTIONALLY BLANK]

$43,185,000*
CITY OF GOODYEAR, ARIZONA
GENERAL OBLIGATION BONDS,
SERIES 2021

CONTINUING DISCLOSURE CERTIFICATE
(CUSIP Base No. 382505)

This Continuing Disclosure Certificate (this "*Disclosure Certificate*") is undertaken by the City of Goodyear, Arizona (the "*City*"), in connection with the issuance of its General Obligation Bonds, Series 2021 (the "*Bonds*"). In consideration of the initial sale and delivery of the Bonds, the City covenants as follows:

Section 1. **Purpose of the Disclosure Certificate**. This Disclosure Certificate is for the benefit of the Bondholders and in order to assist the Participating Underwriter in complying with the Rule (each as defined herein).

Section 2. **Definitions**. Any capitalized term used herein shall have the following meanings, unless otherwise defined herein:

"*Annual Report*" shall mean the annual report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Audited Financial Statements*" shall mean the City's annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the City intends to continue to prepare in substantially the same form.

"*Bondholder*" shall mean any registered owner or beneficial owner of the Bonds.

"*Bond Counsel*" shall mean Gust Rosenfeld P.L.C. or such other nationally recognized bond counsel as may be selected by the City.

"*Dissemination Agent*" shall mean the City or any person designated in writing by the City as the Dissemination Agent.

"*EMMA*" shall mean the Electronic Municipal Market Access system of MSRB, or any successor thereto approved by the United States Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

"*Financial Obligation*" means:

(i) a debt obligation;

(ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or

(iii) a guarantee of (i) or (ii),

except that "*Financial Obligation*" does not include municipal securities as to which a final official statement has been provided to MSRB.

"*Listed Events*" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"*MSRB*" shall mean the Municipal Securities Rulemaking Board, or any successor thereto.

"*Official Statement*" shall mean the final official statement dated _____, 2021, relating to the Bonds.

* Subject to change.

"*Participating Underwriter*" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. **Provision of Annual Reports**.

(a) Commencing February 1, 2022, and by no later than February 1 of each year thereafter (the "*Filing Date*"), the City shall, either directly or by directing the Dissemination Agent to do so, provide an Annual Report to MSRB. The Annual Report shall be provided electronically and in a format prescribed by MSRB. The Annual Report shall be consistent with the requirements of Section 4 of this Disclosure Certificate and shall include information from the fiscal year ending on the preceding June 30. All documents provided to MSRB shall be accompanied by identifying information prescribed by MSRB. Currently, filings are required to be made with EMMA. Not later than fifteen (15) business days prior to such Filing Date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City).

(b) If the City is unable or for any reason fails to provide electronically to EMMA an Annual Report or any part thereof by the Filing Date required in subsection (a) above, the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit A* not later than the Filing Date.

(c) If the City's audited financial statements are not submitted with the Annual Report and the City fails to provide to EMMA a copy of its Audited Financial Statements within thirty (30) days of receipt thereof by the City, then the City shall, in a timely manner, send a notice to EMMA in substantially the form attached as *Exhibit B*.

(d) The Dissemination Agent shall:

(i) determine the proper electronic filing address of EMMA each year prior to the date(s) for providing the Annual Report and Audited Financial Statements; and

(ii) if the Dissemination Agent is other than the City, file a report or reports with the City certifying that the Annual Report and Audited Financial Statements, if applicable, have been provided pursuant to this Disclosure Certificate, stating the date such information was provided and listing where it was provided.

Section 4. **Content of Annual Reports**.

(a) The Annual Report may be submitted as a single document or as separate documents comprising an electronic package, and may incorporate by reference other information as provided in this Section, including the Audited Financial Statements of the City; provided, however, that if the Audited Financial Statements of the City are not available at the time of the filing of the Annual Report, the City shall file unaudited financial statements of the City with the Annual Report and, when the Audited Financial Statements of the City are available, the same shall be submitted to EMMA within thirty (30) days of receipt by the City.

(b) The City's Annual Report shall contain or incorporate by reference the following:

(i) Type of Financial and Operating Data to be Provided:

(A) Subject to the provisions of Sections 3 and 4(a) hereof, Audited Financial Statements for the City.

(B) Annually updated financial information and operating data of the type contained in the following tables of the Official Statement:

(i) TABLE B-10: Direct and Overlapping General Obligation Bonds Outstanding and to be Outstanding;

(ii) TABLE B-13: Real and Secured Property Taxes Levied and Collected;

(iii) TABLE B-14; Direct and Overlapping Assessed Valuations and Total Tax Rates;

(iv) TABLE B-15: Assessed Value by Property Classification; and

(v) TABLE B-16: Assessed Valuation of Major Taxpayers.

(C) In the event of an amendment pursuant to Section 8 hereof not previously described in an Annual Report, an explanation, in narrative form, of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided and, if the amendment is made to the accounting principles to be followed, a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles, including a qualitative discussion of the differences, and the impact on the presentation and, to the extent feasible, a quantitative comparison.

(ii) Accounting Principles Pursuant to Which Audited Financial Statements Shall Be Prepared: The Audited Financial Statements shall be prepared in accordance with generally accepted accounting principles and state law requirements as are in effect from time to time. A more complete description of the accounting principles currently followed in the preparation of the City's Audited Financial Statements is contained in Note 1 of the Audited Financial Statements included within the Official Statement.

Notice of amendment to the accounting principles shall be sent within thirty (30) days to EMMA.

(c) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from EMMA. The City shall clearly identify each such other document so incorporated by reference.

Section 5. **Reporting of Listed Events**.

(a) This Section shall govern the giving of notices by the City, either direclty or by directing the Dissemination Agent to do so, of the occurrence of any of the following events with respect to the Bonds. The City shall, in a timely manner, not in excess of ten (10) business days after the occurrence of the event, provide notice of the following events with EMMA:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service (the "*IRS*") of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) Modifications to rights of Bondholders, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the City;

(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) The incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect Bondholders, if material; and

(xvi) A default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) "*Materiality*" will be determined in accordance with applicable federal securities laws.

Note to Section 5(a)(xii) above: For the purposes of the event identified in subsection (a)(xii) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

Section 6. **Termination of Reporting Obligation**. The City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. Such termination shall not terminate the obligation of the City to give notice of such defeasance or prior redemption.

Section 7. **Dissemination Agent**. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. **Amendment**. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate if:

(a) The amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature or status of the City, or the type of business conducted;

(b) This Disclosure Certificate, as amended, would, in the opinion of Bond Counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment does not materially impair the interests of Bondholders, as determined by Bond Counsel.

Section 9. **Filing with EMMA**. The City shall, or shall cause the Dissemination Agent to, electronically file all items required to be filed with EMMA.

Section 10. **Additional Information**. The City may, at the City's election, include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate. If the City chooses to include such information, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. **Default**. In the event of a failure of the City to comply with any provision of this Disclosure Certificate any Bondholder may seek specific performance by court order to cause the City to comply with its obligations under this Disclosure Certificate. The sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance and such failure shall not constitute a default under the Bonds or the resolution authorizing the Bonds.

Section 12. **Compliance by the City**. The City hereby covenants to comply with the terms of this Disclosure Certificate. The City expressly acknowledges and agrees that compliance with the undertaking contained in this Disclosure Certificate is its sole responsibility and the responsibility of the Dissemination Agent, if any, and that such compliance, or monitoring thereof, is not the responsibility of, and no duty is present with respect thereto for, the Participating Underwriter, Bond Counsel or the City's financial advisor.

Section 13. **Subject to Appropriation**. Pursuant to Arizona law, the City's undertaking to provide information under this Disclosure Certificate is subject to appropriation to cover the costs of preparing and sending the

Annual Report and notices of Listed Events to EMMA. Should funds that would enable the City to provide the information required to be disclosed hereunder not be appropriated, then notice of such fact shall, in a timely manner, be sent to EMMA in substantially the form attached as *Exhibit C*.

Section 14. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and Bondholders, and shall create no rights in any other person or entity.

Section 15. **Governing Law and Interpretation of Terms**. This Disclosure Certificate shall be governed by the law of the State of Arizona and any action to enforce this Disclosure Certificate must be brought in an Arizona state court. The terms and provisions of this Disclosure Certificate shall be interpreted in a manner consistent with the interpretation of such terms and provisions under the Rule and the federal securities law.

[Signature on following page]

Dated: [Closing Date].

CITY OF GOODYEAR, ARIZONA

By_____

Its Finance Director

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: $43,185,000* General Obligation Bonds, Series 2021
Dated Date of Bonds: [Closing Date] Base CUSIP 382505

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the above-named Bonds as required by Section 3(a) of the Continuing Disclosure Certificate dated _____, 2021. The City anticipates that the Annual Report will be filed by _____.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By _____
Its _____

EXHIBIT B

NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: $43,185,000* General Obligation Bonds, Series 2021
Dated Date of Bonds: [Closing Date] Base CUSIP 382505

NOTICE IS HEREBY GIVEN that the City failed to provide its Audited Financial Statements with its Annual Report or, if not then available, within 30 days of receipt as required by Section 4(a) of the Continuing Disclosure Certificate dated _____, 2021, with respect to the above-named Bonds. The City anticipates that the Audited Financial Statements for the fiscal year ended June 30, ____ will be filed by _____.

Dated: _____

CITY OF GOODYEAR, ARIZONA

By _____
Its _____

EXHIBIT C

NOTICE OF FAILURE TO APPROPRIATE FUNDS

Name of Issuer: City of Goodyear, Arizona
Name of Bond Issue: $43,185,000* General Obligation Bonds, Series 2021
Dated Date of Bonds: [Closing Date] Base CUSIP 382505

NOTICE IS HEREBY GIVEN that the City failed to appropriate funds necessary to perform the undertaking required by the Continuing Disclosure Certificate dated _____, 2021.

Dated: _____

CITY OF GOODYEAR, ARIZONA

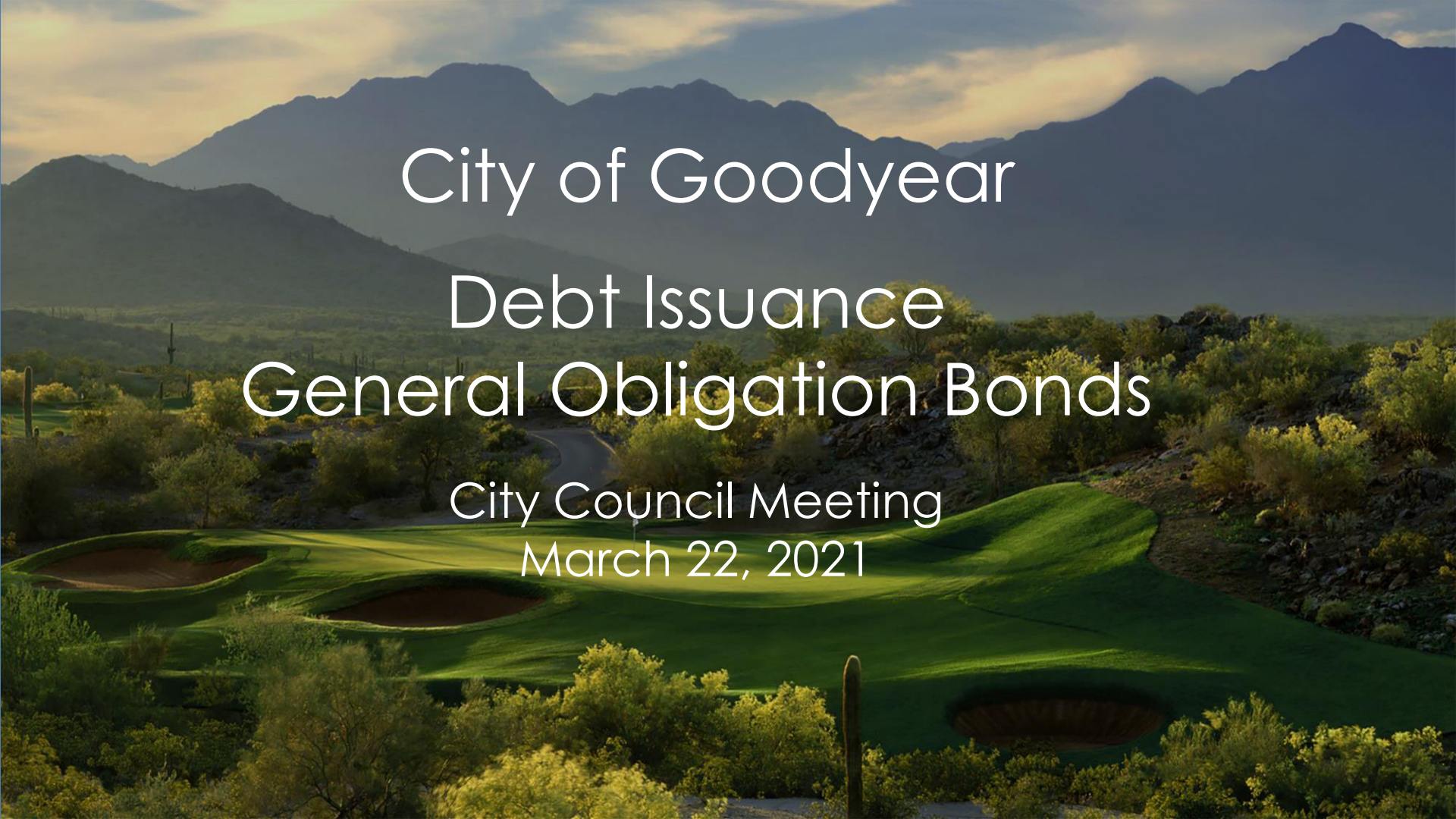
By _____
Its _____

[Exhibits to Continuing Disclosure Certificate]

* Subject to change.

[THIS PAGE LEFT INTENTIONALLY BLANK]

[Back Cover]



City of Goodyear

Debt Issuance
General Obligation Bonds

City Council Meeting
March 22, 2021

GO Bonds Series 2021

- Projects
- Planning
- Payments

Projects

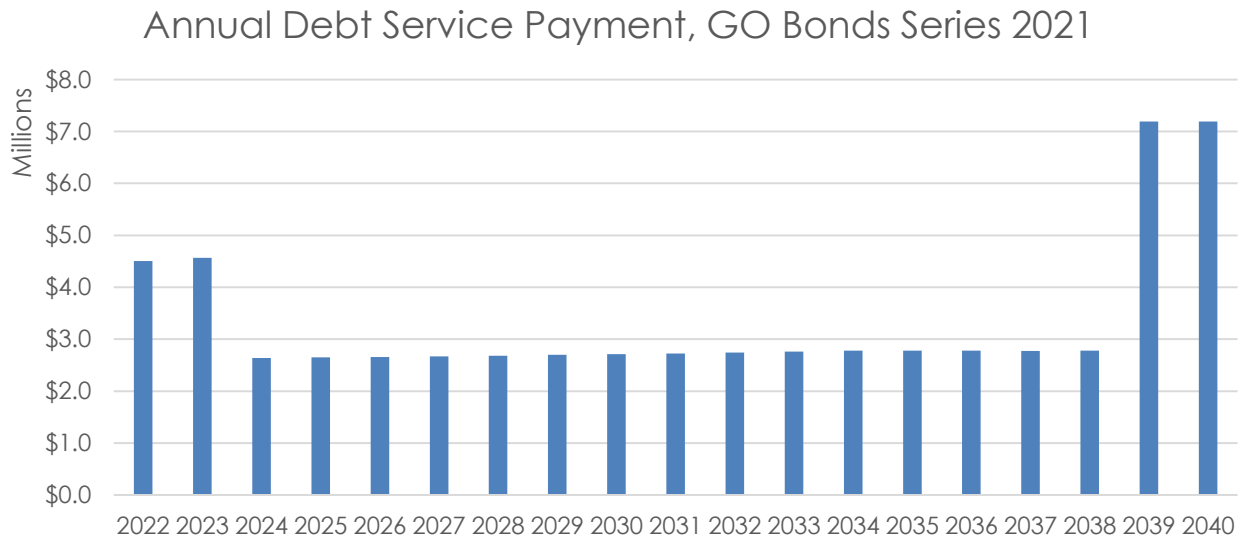
- Public Buildings $45,195,000
  - Civic Square

Will exhaust Public Buildings authorization

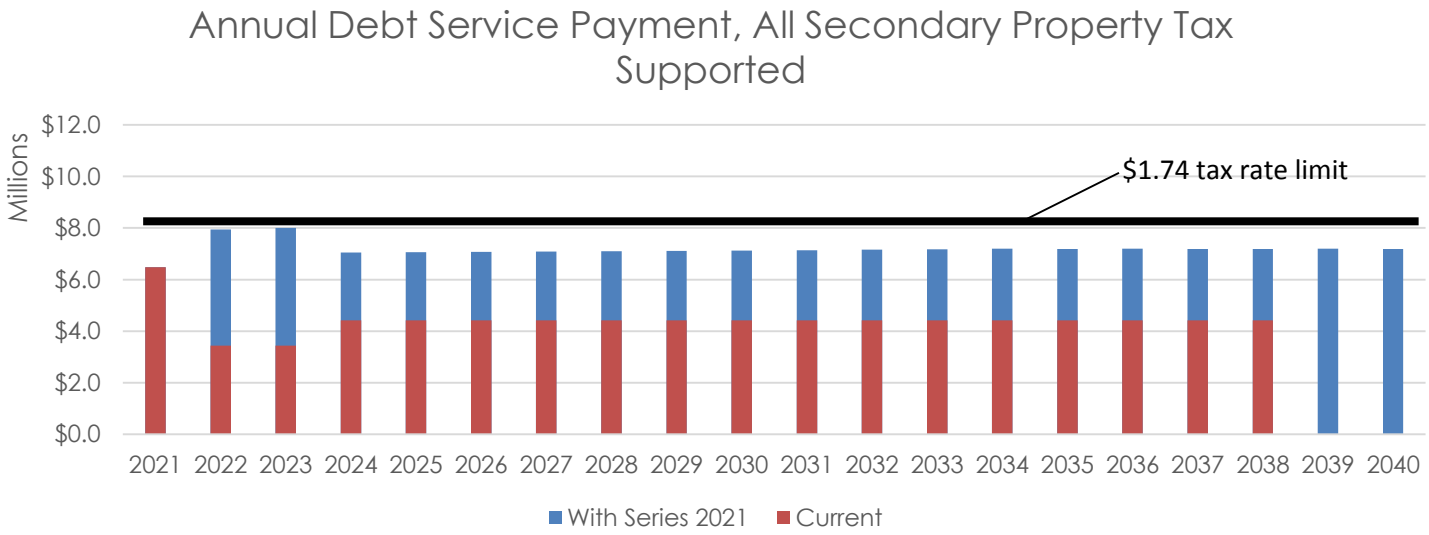
Planning

- Paid with secondary property taxes
- Payments designed to:
  - Stay below $1.74 total property tax limit
  - Limit spikes on property taxes
  - Allow for future issuance if necessary
- Expected interest rate about 2%

Payments


Annual Debt Service Payment, GO Bonds Series 2021
Millions
$8.0
$7.0
$6.0
$5.0
$4.0
$3.0
$2.0
$1.0
$0.0
2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040

Payments


Annual Debt Service Payment, All Secondary Property Tax Supported
Millions
$12.0
$10.0
$8.0
$6.0
$4.0
$2.0
$0.0
$1.74 tax rate limit
2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040
With Series 2021
Current

