



## City Council Regular Meeting

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

**Monday, November 18, 2024**

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

**AMENDED 11/15/2024**

Mayor  
Joe Pizzillo

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Vice Mayor  
Laura Kaino

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Councilmember  
Sheri Lauritano

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Councilmember  
Wally Campbell

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Councilmember  
Bill Stipp

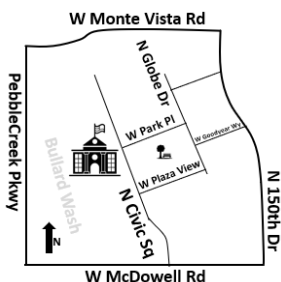
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Councilmember  
Brannon Hampton

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Councilmember  
Vicki Gillis

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### CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

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

### NON-AGENDA ITEMS

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

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

### AGENDA ITEMS

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

### PROCEDURES

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



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

[www.goodyearaz.gov/cityclerk](http://www.goodyearaz.gov/cityclerk)

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



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

**AMENDED TO UPDATE ATTACHMENTS TO ITEM #9**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER LAURITANO**

**CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR**

**CONSENT**

**1. APPROVAL OF MINUTES**

**RECOMMENDATION**

Approve the November 4, 2024 Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

**2. APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR HARKINS THEATRES AT ESTRELLA FALLS**

**RECOMMENDATION**

Recommend approval of Application No. 307397 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Andrea Dahlman Lewkowitz has submitted this application for a New Series 12 liquor license for Harkins Theatres at Estrella Falls, which is located at 15010 W McDowell Rd., Goodyear, Arizona 85395. (Darcie McCracken, City Clerk)

**3. EDUCATIONAL SERVICES AGREEMENT BETWEEN MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT (MCCCD) FOR THE PURPOSE OF PROVIDING TRAINING**

**RECOMMENDATION**

Approve the Service Agreement with MCCCD to provide paramedic training for the Goodyear Fire Department firefighters. (Paul Luizzi, Fire Chief)

4. **AUTHORIZATION FOR ACQUISITIONS OF REAL PROPERTY INTERESTS  
NEEDED FOR THE BULLARD AVENUE WIDENING PROJECT FROM  
ROOSEVELT STREET TO CELEBRATE LIFE WAY**

**RECOMMENDATION**

ADOPT RESOLUTION NO. 2024-2437 FINDING THAT ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE COMPLETION OF IMPROVEMENTS TO THE WEST SIDE OF BULLARD AVENUE BETWEEN CELEBRATE LIFE WAY AND THE NORTHERN BOUNDARY OF THE SECTION OF BULLARD AVENUE ADJACENT TO LOT 3, MINOR LAND DIVISION OF "SNYDER'S OF HANOVER" ACCORDING TO BOOK 828 OF MAPS, PAGE 41, RECORDS OF MARICOPA COUNTY, ARIZONA AND CELEBRATE LIFE WAY IS A MATTER OF PUBLIC NECESSITY; AUTHORIZING AND DIRECTING CITY STAFF TO ACQUIRE SUCH INTERESTS BY DEDICATION, DONATION, PURCHASE OR THE EXERCISE OF THE POWER OF EMINENT DOMAIN; PROVIDING AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE. (Kimberly Romero, Real Estate Supervisor)

5. **AMENDMENT TO THE COMPREHENSIVE SIGN PACKAGE FOR GSQ**  
**RECOMMENDATION**

Approve the GSQ Comprehensive Sign Plan Amendment #1 dated October 10, 2024, subject to stipulations. (Jimmy Carreon, Assistant Planner)

6. **ADOPTION OF URBAN CAMPING ORDINANCE**  
**RECOMMENDATION**

ADOPT ORDINANCE NO. 2024-1621 AMENDING GOODYEAR CITY CODE CHAPTER 11 BY ADDING SECTION 11-1-40 RELATED TO CAMPING ON PUBLIC PROPERTY. (Jenna Goad, Assistant to the City Manager)

<b>BUSINESS</b>
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7. **ADOPTION OF CITY STRATEGIC PLAN FOR FISCAL YEAR (FY) 2025-2028**  
**RECOMMENDATION**

ADOPT RESOLUTION NO. 2024-2434 ADOPTING THE CITY OF GOODYEAR FY2025-2028 STRATEGIC PLAN. (Jenna Goad, Assistant to the City Manager)

8. **ORDERING THE SALE OF THE CITY OF GOODYEAR, ARIZONA,  
SUBORDINATE LIEN WATER AND SEWER REVENUE OBLIGATIONS, SERIES  
2025**

**RECOMMENDATION**

ADOPT RESOLUTION NO. 2024-2436 EIGHTH SUPPLEMENTAL RESOLUTION SUPPLEMENTING AND AMENDING THE CITY OF GOODYEAR, ARIZONA, RESOLUTION NO. 99-662, DATED JANUARY 25, 1999, AS THEREAFTER AMENDED AND SUPPLEMENTED (WHICH AUTHORIZES THE INCURRENCE OF WATER AND SEWER REVENUE REFUNDING AND IMPROVEMENT INDEBTEDNESS); AUTHORIZING THE EXECUTION AND DELIVERY OF CITY OF GOODYEAR, ARIZONA SUBORDINATE LIEN WATER AND SEWER REVENUE OBLIGATIONS, SERIES 2025, AND THE SALE THEREOF TO THE PURCHASER THEREOF; PRESCRIBING THE FORM AND OTHER DETAILS OF THE SERIES 2025 OBLIGATIONS; PROVIDING THAT SUCH SERIES 2025 OBLIGATIONS SHALL BE SUBORDINATE OBLIGATIONS AS DEFINED IN RESOLUTION NO. 99-662, AS AMENDED AND SUPPLEMENTED; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST AGREEMENT, AN AGREEMENT, AN OBLIGATION PURCHASE AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, AN OFFICIAL STATEMENT AND FORMS OF RELATED DOCUMENTS; DELEGATING CERTAIN AUTHORITY TO THE FINANCE DIRECTOR AND OTHER OFFICERS OF THE CITY; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS EIGHTH SUPPLEMENTAL RESOLUTION. (Jared Askelson, Finance Director)

9. **DESIGN GUIDELINES MANUAL UPDATE  
RECOMMENDATION**

ADOPT ORDINANCE NO. 2024-1622 ADOPTING CITY OF GOODYEAR DESIGN GUIDELINES MANUAL DATED NOVEMBER 2024; REPEALING ORDINANCE NO. 2014-1292, PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTIES, AND AN EFFECTIVE DATE. (Christian Williams, Planning Manager and Guadalupe Ortiz Cortez, Senior Planner)

10. **DEANNEXATION OF RIGHT-OF-WAY ALONG MC-85  
RECOMMENDATION**

ADOPT ORDINANCE NO. 2024-1625 DECREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR PURSUANT TO ARIZONA REVISED STATES SECTIONS 9-471.02 AND 9-471.03 BY DEANNEXING CERTAIN PUBLIC RIGHT-OF-WAY TO MARICOPA COUNTY SUBJECT TO APPROVAL BY THE MARICOPA COUNTY BOARD OF SUPERVISORS; DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE AND TO FORWARD A CERTIFIED COPY OF THIS ORDINANCE AND EXHIBIT A TO THE CLERK AND CHAIRMAN OF THE MARICOPA COUNTY BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE. (Guadalupe Ortiz Cortez, Senior Planner)

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

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

**FUTURE MEETINGS**

**Future meetings are tentatively scheduled as follows:**

December 9, 2024	Council Meeting	5:00 p.m.
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**ADJOURNMENT**

THE CITY OF GOODYEAR ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO PERSONS WITH DISABILITIES. With 48-hour advance notice, special assistance can be provided for sight and/or hearing-impaired persons at this meeting. Reasonable accommodations will be made upon request for persons with disabilities or non-English speaking residents. Please call the City Clerk (623) 882-7830 or Arizona Relay (TDD) 7-1-1 to request an accommodation to participate in this public meeting.

For Non-English assistance please contact the City Clerk at (623) 882-7830.

Si necesita asistencia o traducción en español, favor de llamar al menos 48 horas antes de la reunión al (623) 882-7830.

**POSTING VERIFICATION**

This agenda was amended and posted on 11/15/2024 at 4:10 p.m. by JP.



ITEM #: 1.  
DATE: 11/18/2024  
AI #:2354



## APPROVAL OF MINUTES

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### SUBJECT

APPROVAL OF MINUTES

### RECOMMENDATION

Approve the November 4, 2024 Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

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### Attachments

November 4, 2024 Regular Meeting draft minutes

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



**Monday, November 4, 2024**

**5:00 p.m.**

**Meeting Minutes**

## **CALL TO ORDER**

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

## **ROLL CALL**

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

Staff City Manager Wynette Reed; City Attorney Roric Massey; City Clerk Darcie  
Present: McCracken

## **PLEDGE OF ALLEGIANCE AND INVOCATION BY VICE MAYOR KAINO**

## **COMMUNICATIONS**

### **1. NASCAR CHAMPIONSHIP WEEKEND RECOGNITION PROCLAMATION**

Mayor Pizzillo presented a proclamation to Phoenix Raceway President Latasha Causey in recognition of Nascar and the upcoming Cup Series Championship.

## **CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR**

There were no citizen comments.

## **CONSENT**

**MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Sheri Lauritano to APPROVE Consent Agenda items 2 through 7. The motion carried as follows:**

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

Passed - Unanimously

2. **APPROVAL OF MINUTES**

Approve the October 28, 2024 Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

3. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR ELIXIR BAR & RESTAURANT**

RECOMMENDATION

Recommend approval of Application No. 304029 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Jennifer Lynn Tafoya has submitted this application for a New Series 12 liquor license for Elixir Bar and Restaurant, which is located at 633 S Estrella Parkway #105, Goodyear, Arizona 85338. (Darcie McCracken, City Clerk)

4. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR RUBIO'S FRESH MEXICAN GRILL #225**

RECOMMENDATION

Recommend approval of Application No. 308092 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Theresa June Morse has submitted this application for a New Series 12 liquor license for Rubio's Fresh Mexican Grill #225, which is located at 15479 W McDowell Rd. Suite 101, Goodyear, Arizona 85338. (Darcie McCracken, City Clerk)

5. **AUTHORIZATION OF THE EXPENDITURE OF CONSTRUCTION FUNDS FOR APPROVED CIP PROJECT #60075 – BULLARD WATER CAMPUS PRE-FILTER REPLACEMENT**

RECOMMENDATION

Authorize the expenditure of construction funds up to \$690,000 for Capital Improvement Program (CIP) Project #60075 – Bullard Water Campus Pre-Filter Replacement. (Anthony Dudley, Acting Water Services Director).

6. **ANNUAL ASSESSMENT FOR INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY DEPARTMENT OF EMERGENCY MANAGEMENT**

RECOMMENDATION

Approve the expenditure of annual assessment payment for the IGA with Maricopa County Department of Emergency Management. (Brian Woodard, Emergency Manager)

7. **APPROVE RESOLUTION REFERRING CITY CHARTER AMENDMENTS TO THE VOTERS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2430 REFERRING QUESTIONS TO BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF GOODYEAR WITH RESPECT TO AMENDMENTS TO THE GOODYEAR CITY CHARTER, SAID QUESTIONS TO BE SUBMITTED TO THE VOTERS AT A CITY SPECIAL ELECTION TO BE HELD ON MAY 20, 2025 . (Roric Massey, City Attorney)

In response to a question from Council, City Attorney Roric Massey responded that the city charter could be changed by Council action or a citizen initiative, both of which would then go to the Goodyear voters.

## **PUBLIC HEARINGS**

### **8. ANNEXATION OF TWO PROPERTIES SOUTH OF W LOWER BUCKEYE ROAD FOR STREAM DATA CENTER (SDC I AND SDC II)**

Mayor Pizzillo opened the Public Hearing at 5:07 p.m.

Senior Planner Guadalupe Ortiz Cortez presented a request to annex two properties to support road improvements along S. Litchfield Road related to the construction of Stream Data Center adjacent to these properties. Ms. Ortiz Cortez noted that Stream Data Center is already within the city limits. She reviewed the annexation process and explained that the annexed properties would not require any additional services beyond those currently provided to Stream Data Center.

There being no public comments, Mayor Pizzillo closed the Public Hearing at 5:11 p.m.

Council discussed the surrounding property, the specific portions of the road to be improved, the number of lanes, and any restrictions on the timeline for completing the improvements.

**MOTION BY Councilmember Brannon Hampton, SECONDED BY Councilmember Sheri Lauritano to ADOPT ORDINANCE NO. 2024-1619, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY .558 ACRES OF PROPERTY ALONG SOUTH LITCHFIELD ROAD, SOUTH OF WEST LOWER BUCKEYE ROAD, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, PROVIDING A CITY ZONING DESIGNATION OF AG AGRICULTURAL; PROVIDING AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE AND TO PROVIDE A COPY TO THE CLERK OF THE BOARD OF SUPERVISORS OF MARICOPA COUNTY. The motion carried as follows:**

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

Passed - Unanimously

City Clerk Darcie McCracken read Ordinance No. 2024-1620 by title only.



**MOTION BY Councilmember Sheri Lauritano, SECONDED BY Vice Mayor Laura Kaino to ADOPT ORDINANCE NO. 2024-1620, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING APPROXIMATELY 3.342 ACRES OF PROPERTY ALONG SOUTH LITCHFIELD ROAD, SOUTH OF WEST LOWER BUCKEYE ROAD, WHICH IS CONTIGUOUS TO AND SURROUNDED BY THE EXISTING CITY LIMITS OF THE CITY OF GOODYEAR, PROVIDING A CITY ZONING DESIGNATION OF AG AGRICULTURAL; PROVIDING AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE AND TO PROVIDE A COPY TO THE CLERK OF THE BOARD OF SUPERVISORS OF MARICOPA COUNTY. The motion carried as follows:**

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

Passed - Unanimously

## **BUSINESS**

### **9. APPROVAL OF A FRANCHISE AGREEMENT WITH EPCOR WATER ARIZONA INC. FOR A SPECIAL ELECTION TO BE HELD MAY 20, 2025**

City Attorney Roric Massey gave one presentation covering Items 9 and 10. Mr. Massey reviewed the terms and conditions within the franchise agreements for EPCOR Water and Liberty Utilities, which include regulations for the use of city right-of-way. If approved by Council, he noted that the franchise agreements will be presented to Goodyear voters in a Special Election scheduled for May 20, 2025. Mr. Massey added that the election costs will be shared between the city and the two utility companies, with each covering one-third of the total cost. He explained that the term of each agreement is set for 25 years.

In response to Council inquiry, Mr. Massey explained that if the franchise agreements do not pass, the city would establish license agreements with the utility companies and work to revise the terms to meet the needs of the voters. He also clarified that each renewal would require voter approval, with a simple majority needed for passage.

**MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Brannon Hampton to ADOPT RESOLUTION NO. 2024-2431 APPROVING A FRANCHISE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND EPCOR WATER ARIZONA INC., ITS SUCCESSORS AND ASSIGNS, AND PLACING THE APPROVAL OF THE FRANCHISE AGREEMENT ON THE BALLOT OF A SPECIAL ELECTION TO BE HELD ON MAY 20, 2025, THAT GRANTS EPCOR WATER ARIZONA INC., ITS SUCCESSORS AND ASSIGNS THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE UPON, OVER, AND/OR ALONG THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF GOODYEAR, ARIZONA, AND FUTURE ADDITIONS THERETO, WATER DELIVERY AND WASTEWATER COLLECTION SYSTEMS WITH ALL NECESSARY APPURTENANCES, FOR THE PURPOSE OF SUPPLYING WATER AND COLLECTING WASTEWATER TO THE CITY, ITS SUCCESSORS, THE INHABITANTS THEREOF, AND PERSONS AND CORPORATIONS EITHER WITHIN OR BEYOND THE LIMITS THEREOF, FOR ALL**

**PURPOSES, PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS IN RESPECT THERETO. The motion carried as follows:**

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

Passed - Unanimously

**10. APPROVAL OF A FRANCHISE AGREEMENT WITH LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP. FOR A SPECIAL ELECTION TO BE HELD MAY 20, 2025**

There was no additional presentation or discussion.

**MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Brannon Hampton to ADOPT RESOLUTION NO. 2024-2432 APPROVING A FRANCHISE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP., ITS SUCCESSORS AND ASSIGNS, AND PLACING THE APPROVAL OF THE FRANCHISE AGREEMENT ON THE BALLOT OF A SPECIAL ELECTION TO BE HELD ON MAY 20, 2025 THAT GRANTS LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE UPON, OVER, AND/OR ALONG THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF GOODYEAR, ARIZONA, AND FUTURE ADDITIONS THERETO, WATER DELIVERY AND WASTEWATER COLLECTION SYSTEMS WITH ALL NECESSARY APPURTENANCES, FOR THE PURPOSE OF SUPPLYING WATER AND COLLECTING WASTEWATER TO THE CITY, ITS SUCCESSORS, THE INHABITANTS THEREOF, AND PERSONS AND CORPORATIONS EITHER WITHIN OR BEYOND THE LIMITS THEREOF, FOR ALL PURPOSES, PRESCRIBING CERTAIN RIGHTS, DUTIES, TERMS AND CONDITIONS IN RESPECT THERETO. The motion carried as follows:**

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

Passed - Unanimously

**11. CALL OF SPECIAL ELECTION - MAY 20, 2025**

City Clerk Darcie McCracken presented the request to call a Special Election on May 20, 2025, for voter approval of proposed charter amendments and the two franchise agreements previously approved. She explained that the estimated election cost is \$169,000, which will be divided equally among the city and the franchisees. She noted that the election will be an all-mail ballot and added that the City Clerk's Office will accept arguments from December 1, 2024, through February 19, 2025, and prepare an informational pamphlet for Goodyear voters.

**MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Wally Campbell to ADOPT RESOLUTION NO. 2024-2427 CALLING A SPECIAL ELECTION FOR MAY 20, 2025; PROVIDING NOTICE OF A SPECIAL ELECTION; DESIGNATING THE DATE THAT VOTER REGISTRATION CLOSSES; DESIGNATING THE PLACE AND BEGINNING AND ENDING DATES TO ACCEPT ARGUMENTS FOR AND AGAINST THE QUESTIONS; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO ENTER INTO ALL AGREEMENTS TO EFFECTUATE ELECTION SERVICES; AND ORDERING THE CITY CLERK TO PUBLISH THE NOTICE OF ELECTION. The motion carried as follows:**

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

Passed - Unanimously

### **INFORMATION ITEMS**

Council recognized employees for recent achievements, highlighted recent events that took place in the city, and shared the successful outcome of the PebbleCreek Home Tour, which supports the city's Shop with a Cop program.

City Manager Wynette Reed reported on recent events, noting that the Chalk Art event attracted nearly 1,800 attendees, the Sounds of Autism event brought together over 397 families, and the Holiday Car Show featured 200 car entries, raising approximately \$3,000.

### **FUTURE MEETINGS**

**Future meetings are tentatively scheduled as follows:**

November 18, 2024

Council Meeting

5:00 p.m.

### **ADJOURNMENT**

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 5:36 p.m.

\_\_\_\_\_  
Darcie McCracken, City Clerk

\_\_\_\_\_  
Joe Pizzillo, Mayor

Date: \_\_\_\_\_

### **CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on November 4, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

SEAL:

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Darcie McCracken, City Clerk



ITEM #: 2.  
DATE: 11/18/2024  
AI #:2292



## **CITY COUNCIL ACTION REPORT**

**SUBJECT: APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR HARKINS THEATRES AT ESTRELLA FALLS**

**STAFF PRESENTER(S):** Darcie McCracken, City Clerk

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### **OTHER PRESENTER(S):**

Andrea Dahlman Lewkowitz, Agent

### **SUMMARY**

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

### **STRATEGIC PLAN ALIGNMENT**



### **RECOMMENDATION**

Recommend approval of Application No. 307397 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Andrea Dahlman Lewkowitz has submitted this application for a New Series 12 liquor license for Harkins Theatres at Estrella Falls, which is located at 15010 W McDowell Rd., Goodyear, Arizona 85395. (Darcie McCracken, City Clerk)

### **FISCAL IMPACT**

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

### **BACKGROUND AND PREVIOUS ACTIONS**

A new Series 12 liquor license application was submitted by Ms. Lewkowitz on behalf of Harkins Theatres at Estrella Falls. The establishment is presently operating under a Series 6 (Bar) liquor license #06070129 that was issued by the Arizona Department of Liquor Licenses and Control (DLLC). The Series 6 license will be transferred after the Series 12 liquor license is approved by the DLLC.

The City Clerk's office received the application from the DLLC on October 2nd, 2024, and the Public Hearing notice was posted on October 8th, 2024, to comply with Arizona Revised Statute §4-201(b). No petitions or protests from qualified persons were received during the comment period. The application was routed for approval to the Police Department and the Development Services Department (Code Compliance and Planning & Zoning), and the departments had no comments. The application is included as Attachment A titled DLLC Local Governing Body Report.

### **STAFF ANALYSIS**

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

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 registered premise manager has completed the Title 4 Basic & Management training. Employees will either complete the AZ Title IV liquor training or attend in-house liquor training by a manager who has completed the training. Managers and staff will monitor guest alcohol consumption through the licensed premises. The restaurant's policy is to require a valid ID for anyone who appears to be under the legal drinking age.

There are no licensed childcare facilities or K-12 schools within 300 feet of the location to comply with Arizona Revised Statutes §4-207. For evaluation purposes, a One-Mile Report and Evaluation Map is included as Attachment B, showing all liquor licenses within a one-mile radius. City Council's recommendation of "Approval", "Disapproval" or "No Recommendation" will be forwarded to the DLLC for consideration during their licensing review process.

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### **Attachments**

Attachment A - DLLC Local Governing Body Report

Attachment B - One Mile Report and Evaluation Map

**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 10/02/2024 @ 02:32:42 PM

Local Governing Body Report

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**LICENSE**

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Number:	Type:	012 RESTAURANT
Name:	HARKINS THEATRES AT ESTRELLA FALLS	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	15010 W MCDOWELL ROAD GOODYEAR, AZ 85395 USA	
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA	
Phone:	(602)234-9920	
Alt. Phone:	(602)200-7222	
Email:	ANDREA@LEWKLaw.COM	

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**AGENT**

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Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLaw.COM

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**OWNER**

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Name: HARKINS ESTRELLA FALLS LLC  
Contact Name: ANDREA LEWKOWITZ  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: L14304218 State of Incorporation: AZ  
Incorporation Date: 02/22/2008  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (602)234-9920  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM

**Officers / Stockholders**

Name:	Title:	% Interest:
HARKINS INVESTMENTS LLC	Member	100.00
DAVID PAUL MEZA	06070129	
JASON WAYNE HOUSEHOLDER	06070129	

**HARKINS ENTERPRISES INC - Vice President**  
**HARKINS ADMINISTRATIVE SERVICES INC -**  
**Vice President**  
**RED'S AMUSEMENT INC - Vice President**

Name: TYLER STEPHEN COOPER  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)627-7777  
Alt. Phone:  
Email: TYLERCOOPER@HARKINS.COM

**HARKINS INVESTMENTS LLC - Member**

Name: DKH TRUST EST UNDER HARKINS CHILDRENS TRUST UTD 8/1/94  
Contact Name: ANDREA LEWKOWITZ  
Type: TRUST  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 8901 E MCDONALD DRIVE  
SCOTTSDALE, AZ 85250  
USA  
Phone: (602)200-7222  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM



**HARKINS ESTRELLA FALLS LLC - 06070129**

Name: JASON WAYNE HOUSEHOLDER  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (602)561-3764  
Alt. Phone:  
Email: JASONHOUSEHOLDER@HARKINS.COM

**HARKINS INVESTMENTS LLC - Member**

Name: JMH TRUST EST UNDER HARKINS CHILDRENS TRUST UTD 8/1/1994  
Contact Name: ANDREA LEWKOWITZ  
Type: TRUST  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 8901 E MCDONALD DRIVE  
SCOTTSDALE, AZ 85250  
USA  
Phone: (602)200-7222  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM

**HARKINS ENTERPRISES INC - Secretary**  
**HARKINS ADMINISTRATIVE SERVICES INC -**  
**Secretary**  
**RED'S AMUSEMENT INC - Secretary**

Name: RICHARD LUSTIGER  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)627-7777  
Alt. Phone:  
Email: RICHARDLUSTIGER@HARKINS.COM

**HARKINS ENTERPRISES INC - Chair/ Treas / Dir**  
**RED'S AMUSEMENT INC - Chair/ Treas / Dir**  
**HARKINS ADMINISTRATIVE SERVICES INC -**  
**Chair/ Treas / Dir**

Name: DANIEL EARL HARKINS  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)627-7777  
Alt. Phone:  
Email: DANHARKINS@HARKINS.COM

**DANIEL E HARKINS TRUST UTD 12/26/20 - Trustee**

Name: DANIEL EARL HARKINS  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)627-7777  
Alt. Phone:  
Email: DANHARKINS@HARKINS.COM

**HARKINS ESTRELLA FALLS LLC - 06070129**

Name: DAVID PAUL MEZA  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)627-7777  
Alt. Phone:  
Email:

**DKH TRUST EST UNDER HARKINS CHILDRENS  
TRUST UTD 8/1/94 - TRSUTEE  
JMH TRUST EST UNDER HARKINS CHILDRENS  
TRUST UTD 8/1/1994 - TRUSTEE**

Name: GRETA NEWELL  
Gender: Female  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)627-7777  
Alt. Phone:  
Email: GRETANEWELL@HARKINS.COM

**HARKINS INVESTMENTS LLC - Managing Member**

Name: HARKINS ENTERPRISES INC  
Contact Name: ANDREA LEWKOWITZ  
Type: CORPORATION  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (602)200-7222  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM

**HARKINS ADMINISTRATIVE SERVICES INC -  
Shareholder**

Name: RED'S AMUSEMENT INC  
Contact Name: ANDREA LEWKOWITZ  
Type: CORPORATION  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (602)200-7222  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM

**HARKINS ESTRELLA FALLS LLC - Member**

Name: HARKINS INVESTMENTS LLC  
Contact Name: ANDREA LEWKOWITZ  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (602)200-7222  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM

**HARKINS ENTERPRISES INC - CEO/President  
HARKINS ADMINISTRATIVE SERVICES INC -  
CEO/President  
RED'S AMUSEMENT INC - CEO/President**

Name: MICHAEL LEE BOWERS  
Gender: Male  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)627-7777  
Alt. Phone:  
Email: MIKEBOWERS@HARKINS.COM

**HARKINS ENTERPRISES INC - Vice President**  
**HARKINS ADMINISTRATIVE SERVICES INC -**  
**Vice President**  
**RED'S AMUSEMENT INC - Vice President**

Name: RACHEAL RIGGS WILSON  
Gender: Female  
Correspondence Address: 2600 N CENTRAL AVENUE  
#1775  
PHOENIX, AZ 85004  
USA  
Phone: (480)627-7777  
Alt. Phone:  
Email: RACHEALWILSON@HARKINS.COM

**RED'S AMUSEMENT INC - Shareholder**

Name: DANIEL E HARKINS TRUST UTD 12/26/20  
Contact Name: ANDREA LEWKOWITZ  
Type: TRUST  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 8901 E MCDONALD DRIVE  
SCOTTSDALE, AZ 85250  
USA  
Phone: (602)200-7222  
Alt. Phone:  
Email: ANDREA@LEWKLAW.COM

<b>MANAGERS</b>
-----------------

Name:	HARKINS ADMINISTRATIVE SERVICES INC
Contact Name:	ANDREA LEWKOWITZ
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

<b>APPLICATION INFORMATION</b>
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Application Number:	307397
Application Type:	New Application
Created Date:	08/29/2024

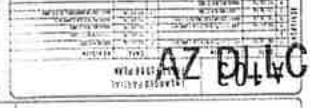
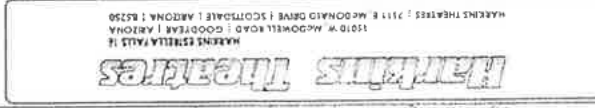
## QUESTIONS & ANSWERS

### 012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?  
No
- 2) Are you one of the following? Please indicate below.  
Property Tenant  
Subtenant  
Property Owner  
Property Purchaser  
Property Management Company  
PROPERTY TENANT
- 3) Is there a penalty if lease is not fulfilled?  
Yes  
What is the penalty?  
DAMAGES + TERMINATION
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?  
Yes
- 5) What is the total money borrowed for the business not including the lease?  
Please list each amount owed to lenders/individuals.  
\$0.00
- 6) Are there walk-up or drive-through windows on the premises?  
No
- 7) Does the establishment have a patio?  
No
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
No
- 9) What type of business will this license be used for?  
RESTAURANT/THEATER

## DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
QUESTIONNAIRE	Harkins Estrella_Agt Ctn - ADL.pdf	08/29/2024
QUESTIONNAIRE	Harkins Estrella_Agt Q - ADL.pdf	08/29/2024
RECORDS REQUIRED FOR AUDIT	Harkins Estrella_Audit.pdf	08/29/2024
ORGANIZATIONAL DOCUMENTS	Harkins Estrella_CP Affidavit.pdf	08/29/2024
QUESTIONNAIRE	Harkins Estrella_CP Q - Bowers.pdf	08/29/2024
QUESTIONNAIRE	Harkins Estrella_CP Q - Cooper.pdf	08/29/2024
QUESTIONNAIRE	Harkins Estrella_CP Q - Harkins.pdf	08/29/2024
QUESTIONNAIRE	Harkins Estrella_CP Q - Lustiger.pdf	08/29/2024
QUESTIONNAIRE	Harkins Estrella_CP Q - Wilson.pdf	08/29/2024
DIAGRAM/FLOOR PLAN	Harkins Estrella_Diagram.pdf	08/29/2024
ORGANIZATIONAL DOCUMENTS	Harkins Estrella_Ownership Chart.pdf	08/29/2024
RESTAURANT OPERATION PLAN	Harkins Estrella_ROP (use).pdf	08/29/2024
MENU	Harkins Menu (USE).pdf	08/29/2024



AUG 29 2024

**PLAN KEYNOTES:**

1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTERLINE OF WALLS UNLESS OTHERWISE NOTED.

2. ALL WALLS ARE 12" THICK UNLESS OTHERWISE NOTED.

3. ALL FLOORS ARE CONCRETE SLAB ON GRADE UNLESS OTHERWISE NOTED.

4. ALL ROOFS ARE FLAT UNLESS OTHERWISE NOTED.

5. ALL CEILING ARE 8' HIGH UNLESS OTHERWISE NOTED.

6. ALL DOORS ARE 36" WIDE UNLESS OTHERWISE NOTED.

7. ALL WINDOWS ARE 48" WIDE UNLESS OTHERWISE NOTED.

8. ALL STAIRS ARE 36" WIDE UNLESS OTHERWISE NOTED.

9. ALL ELEVATIONS ARE TO THE FINISH SURFACE UNLESS OTHERWISE NOTED.

10. ALL FINISHES ARE TO BE DETERMINED BY THE ARCHITECT.

11. ALL MATERIALS AND METHODS OF CONSTRUCTION ARE TO BE DETERMINED BY THE ARCHITECT.

12. ALL UTILITIES ARE TO BE LOCATED AND DEPTH NOTED.

13. ALL MECHANICAL, ELECTRICAL AND PLUMBING ARE TO BE LOCATED AND NOTED.

14. ALL SITES ARE TO BE DETERMINED BY THE ARCHITECT.

15. ALL LANDSCAPING ARE TO BE DETERMINED BY THE ARCHITECT.

16. ALL SIGNAGE ARE TO BE DETERMINED BY THE ARCHITECT.

17. ALL FURNITURE ARE TO BE DETERMINED BY THE ARCHITECT.

18. ALL EQUIPMENT ARE TO BE DETERMINED BY THE ARCHITECT.

19. ALL ACCESSORIES ARE TO BE DETERMINED BY THE ARCHITECT.

20. ALL DETAILS ARE TO BE DETERMINED BY THE ARCHITECT.

**GENERAL NOTES:**

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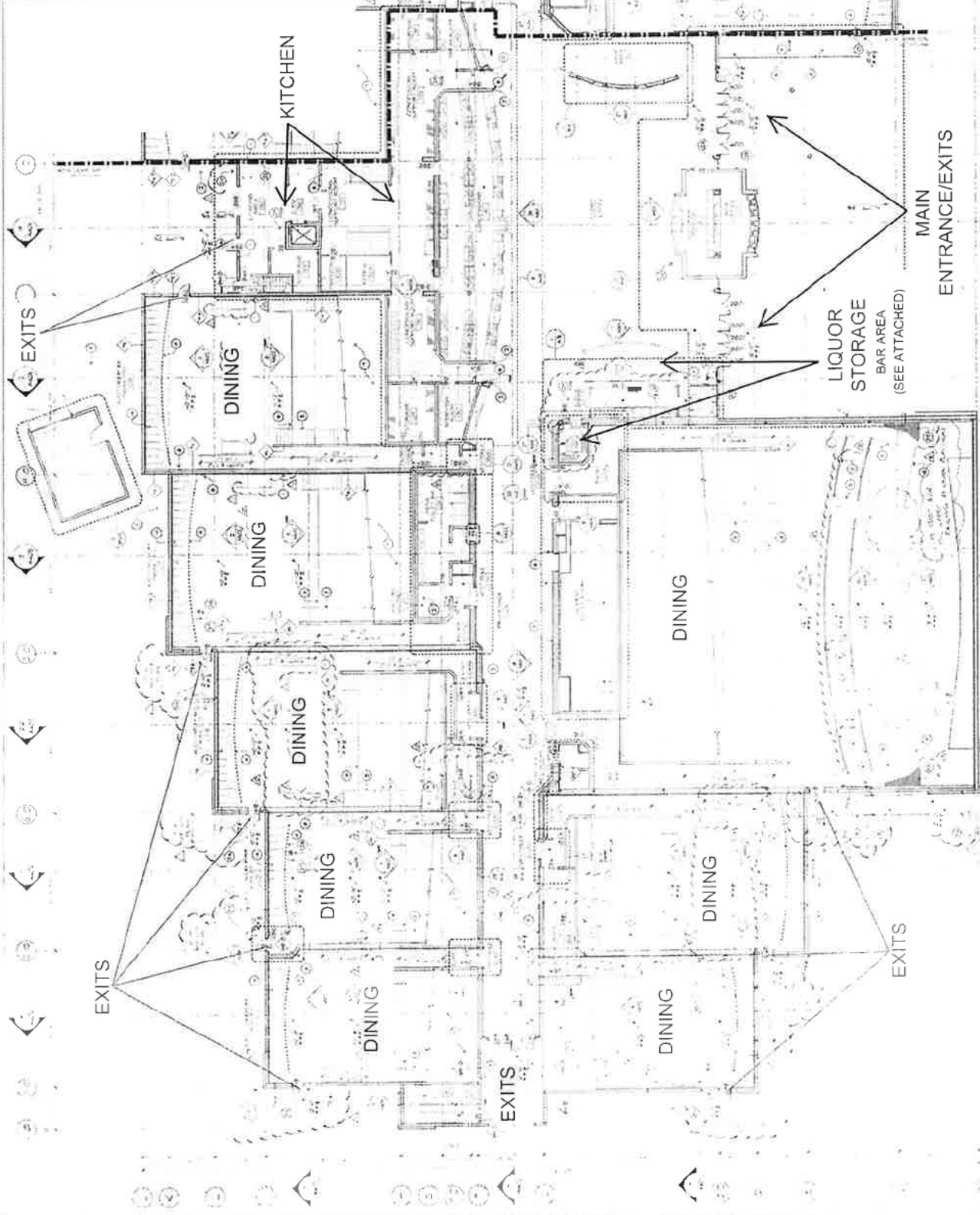
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19. ALL ACCESSORIES ARE TO BE DETERMINED BY THE ARCHITECT.

20. ALL DETAILS ARE TO BE DETERMINED BY THE ARCHITECT.



**ENLARGED PARTIAL FIRST FLOOR PLAN**

1. ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS ARE GIVEN TO THE CENTERLINE OF WALLS UNLESS OTHERWISE NOTED.

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17. ALL FURNITURE ARE TO BE DETERMINED BY THE ARCHITECT.

18. ALL EQUIPMENT ARE TO BE DETERMINED BY THE ARCHITECT.

19. ALL ACCESSORIES ARE TO BE DETERMINED BY THE ARCHITECT.

20. ALL DETAILS ARE TO BE DETERMINED BY THE ARCHITECT.

**HARKINS THEATRES AT ESTRELLA FALLS**  
15010 W McDOWELL RD  
GOODYEAR, AZ 85395  
APPROX. 80,000 SF

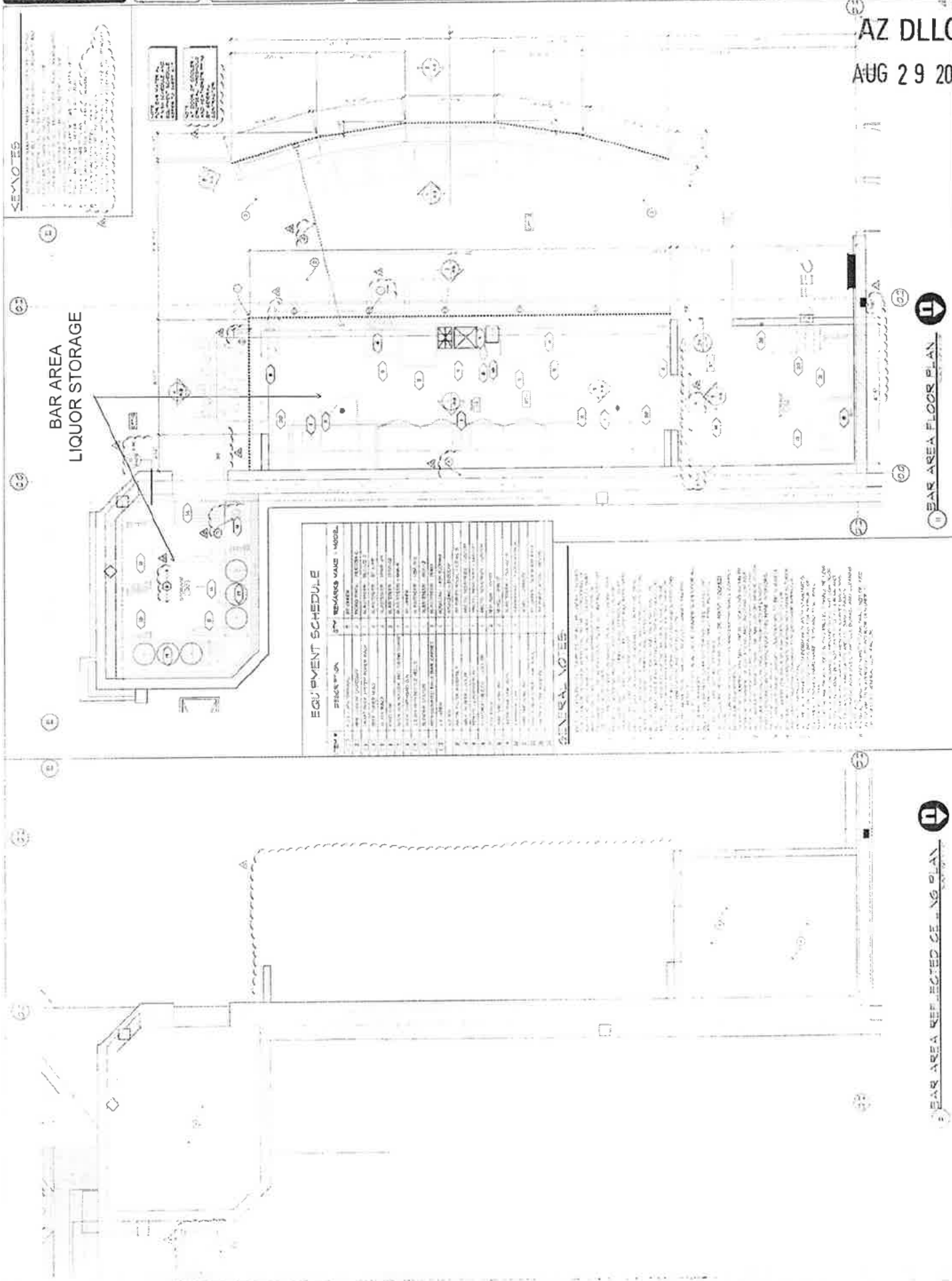
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ENLARGED PARTIAL FIRST FLOOR PLAN

DINING

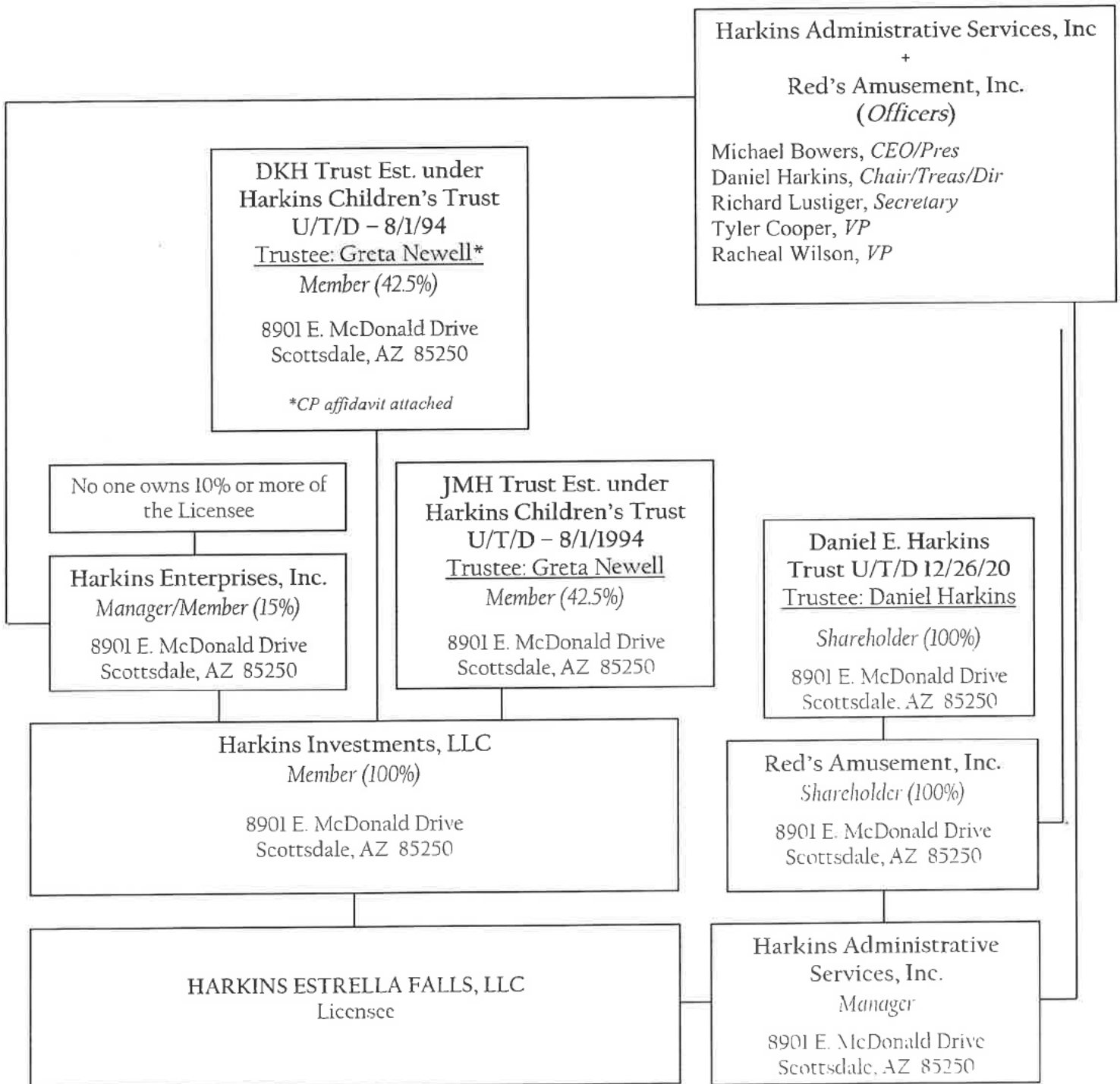
SLICES


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Harkins Estrella Falls, LLC  
Ownership Chart | 08/05/2024





## APPLICANT/CONTROLLING PERSON AFFIDAVIT

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

Type or Print with **Black Ink**

**BE COMPLETED BY THE ORGANIZATION'S PRESIDENT. IF THIS IS A CLUB, PARTNERSHIP,  
OR OTHER TYPE OF ORGANIZATION, A SIGNATURE OF EQUAL LEVEL IS REQUIRED.**

Organization: HARKINS ESTRELLA FALLS LLC by HARKINS ADMINISTRATIVE SERVICES, INC.  
 Affidavit of: MICHAEL BOWERS  
 Position/Title: CEO/PRESIDENT  
 State of: AZ AZ Corp./L.L.C. #: L12247656  
 County of: MARICOPA State Incorporated: AZ

I. (Print Full Name) MICHAEL LEE BOWERS Declares:

1. To obtain a liquor license to operate in Arizona, I have completed and delivered to the Arizona Dept. of Liquor Licenses and Control, the required questionnaire and fingerprint card. I have also submitted the required questionnaires and fingerprint cards of all officers, directors, regional managers, managing members, partners, etc., who are involved in the management of the policies involving spirituous liquor in the State of Arizona; and all stockholders who own ten percent (10%) or more of the corporation or limited liability company have also been completed and submitted.

**Name and title of such individuals are as follows (or list attached):**

- 1) MICHAEL BOWERS, CEO/PRES
- 2) DANIEL HARKINS, BOARD CHAIR
- 3) RICHARD LUSTIGER, SEC
- 4) TYLER COOPER, VP
- 5) RACHAEL WILSON, VP

2. In addition to those submitting questionnaires and fingerprint cards, list other officers, limited liability members, and/or board members of this organization who are not submitting such information to the Arizona Department of Liquor Licenses and Control. None of these individuals are involved in the direction of the management of policies of this organization involving spirituous liquor in the State of Arizona.

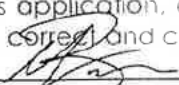
**Such members and positions, along with date and place of birth, are as follows (or list attached):**

- 1) GRETA NEWELL | TRUSTEE | [REDACTED] HAVRE, MT
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_
- 4) \_\_\_\_\_

3. Finally, on information and belief, none of the individuals listed under item #2 have at any time been convicted of a felony, had a liquor license revoked, or violated any provisions of a liquor license issued to that member.

### **Declaration:**

I, (Print Name) MICHAEL BOWERS, declare under penalty of perjury that I am authorized to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

  
Signature



## RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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

Type or Print with **Black Ink**

1. Name of restaurant (Please print): HARKINS THEATRES AT ESTRELLA FALLS

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

### LIST ONLY THE FOLLOWING - NO ATTACHMENTS

|                                       |   |
|---------------------------------------|---|
| Grill                                 | GILES VENTLESS FRYER (GBF-50D-VH)<br>GOLD MEDAL HOT DOG ROLLER GRILL (8018)   |
| Oven                                  | AMANA OVEN (AXP22TLT)   FWE COOK & HOLD OVEN (LCHR-1220-4)   WISCO COOKIE OVEN (621)<br>HATCO CONVEYOR TOASTER (TQ3-900H) |
| Freezer                               | TURBO AIR 2-DOOR STAND UP REACH-IN FREEZER (M3F24-2)  |
| Refrigerator                          | TRUE MANUFACTURING LOWBOY REFRIGERATOR 48" W (TFP-48-18M-D-4)   |
| Sink                                  | JOHN BOOS VEGETABLE PREP/WASH SINK (1B184-1D18R)  |
| Dish Washing Facilities               | COSTUM 3 BAY SINK   |
| Food Preparation Counter (Dimensions) | ARCH METALS CUSTOM S/S TABLES   |
| Other                                 | MERCO FRY WARNER (MCG1027NNN)   MERCO DRAWER WARNER (MHG22SSBIN)<br>GOLD MEDAL POPCORN POPPER (2848E)                     |

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

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

(Do not include kitchen, bar, hi-top tables, or game area.) 70 %

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

(If yes, what percentage of the public floor space does this area cover?) 2 %

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

a) Restaurant dining area of your premises: [ 2,044 (theater) ]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [ + 16 ]

TOTAL [ = 2,060 ]

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☒ Disposable ☐ Both
8. Does your restaurant contain any games, televisions, or any other entertainment? ☒ YES ☐ No

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

2 TV's

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

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

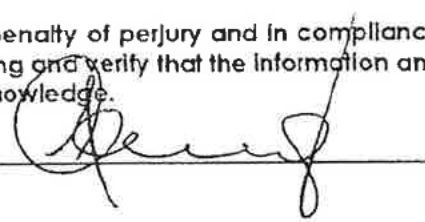
10. List number of employees for each position:

| Position               | How many     |
|------------------------|--------------|
| Cooks                  | See below*** |
| Bartenders             | 6            |
| Hostesses              | 0            |
| Managers               | 24           |
| Servers                | See below*** |
| Other ( TEAM MEMBERS ) | 126****      |
| Other ( TEAM LEADER )  | 17           |
| Other ( )              |              |

\*\*\*Full time and part-time  
Team Members are cross-trained as  
cooks, servers, bussers, cashiers

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

Applicant Signature: \_\_\_\_\_





## RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

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

Type or Print with **Black Ink**

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

1. Name of restaurant (Please print): HARKINS THEATRES AT ESTRELLA FALLS

2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of **all** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

### 11. General Ledger

#### A. Sales Journals/Monthly Sales Schedules

- 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
- 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
- 3) Dated Guest Checks
- 4) Coupons/Specials/Discounts
- 5) Any other evidence to support income from food and liquor sales

#### B. Cash Receipts/Disbursement Journals

- 1) Daily Bank Deposit Slips
- 2) Bank Statements and canceled checks

### 12. Tax Records

A. Transaction Privilege Sales, Use and Severance Tax Return (copies)

B. Income Tax Return - city, state and federal (copies)

C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. Payroll Records

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

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

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

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

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

**A.R.S. §4-210(A)7**


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

**A.R.S. §4-205.02(G)**

For the purpose of this section:

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

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

Applicant Signature: 

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

\*Pack Size/Calories represent entire item

4/25/2022

| Candy 1           | Price      |
|-------------------|------------|
| Kid's Candy - TON | Kids Combo |

| Candy 2        | Price  |
|----------------|--------|
| Buncha Crunch  | \$4.75 |
| Junior Mints   | \$4.75 |
| Milk Duds      | \$4.75 |
| Reese's Pieces | \$4.75 |
| Whoppers       | \$4.75 |

| Candy 3                            | Price  |
|------------------------------------|--------|
| Haribo Gold Bears                  | \$5.25 |
| Haribo Twin Snakes                 | \$5.25 |
| Red Vines                          | \$5.25 |
| Sour Punch Assorted Bites          | \$5.25 |
| Sour Punch Straws (Blue Raspberry) | \$5.25 |
| Starburst Minis                    | \$5.25 |
| Trolli Sour Crawlers               | \$5.25 |

| Candy 4                           | Price  |
|-----------------------------------|--------|
| Chocolate Chip Cookie Dough Bites | \$5.75 |
| Kit Kat                           | \$5.75 |
| Lifesaver Gummies                 | \$5.75 |
| M&M Peanut peg bag                | \$5.75 |
| M&M Plain peg bag                 | \$5.75 |
| Nerds Gummy Clusters (rainbow)    | \$5.75 |
| Sour Patch Kids                   | \$5.75 |
| Sour Patch Watermelon             | \$5.75 |
| Raisinets peg bag                 | \$5.75 |
| Skitlites Sours                   | \$5.75 |
| Sweetarts Ropes Rainbow Punch     | \$5.75 |

| Ice Cream                  | Price  |
|----------------------------|--------|
| Dibs - Crunch              | \$5.50 |
| Oreo Ice Cream Sandwich    | \$5.50 |
| Nestle Drumstick King Cone | \$5.50 |
| Nestle Tollhouse Sandwich  | \$5.50 |

| Kid's Tray Combos                     | Price  |
|---------------------------------------|--------|
| Kids Combo (Fountain or Dessert 12oz) | \$7.25 |
| Kids ICEE Combo                       | \$8.50 |
| Honest Kids Juice Combo               | \$8.25 |

| ICEE - Wild Cherry - Blue Raspberry                 | Price   |
|---|---------|
| 22oz Fountain Cup (Small)                           | \$7.00  |
| 32oz Fountain Cup (Medium)                          | \$8.00  |
| 44oz Fountain Cup (Large)                           | \$9.00  |
| Loyalty Cup with ICEE (cup cost & icee refill cost) | \$12.00 |

| Fountain Drinks            | Price         |
|----------------------------|---------------|
| 12oz Fountain Cup          | Kids Combo    |
| 16oz Fountain Cup          | complementary |
| 22oz Fountain Cup (Small)  | \$5.75        |
| 32oz Fountain Cup (Medium) | \$6.75        |
| 44oz Fountain Cup (Large)  | \$7.75        |
| 32oz Loyalty Cup           | \$7.75        |
| 32oz Loyalty Cup only      | \$5.75        |

| Loyalty Refill        | Price  |
|-----------------------|--------|
| Loyalty Cup Fountain  | \$3.00 |
| Loyalty Cup with ICEE | \$4.25 |

| Drinks Bottled                                  | Price  |
|---|--------|
| Dasani Bottled Water                            | \$5.50 |
| Honest Kids Appley Ever After                   | \$3.75 |
| Monster Energy Drink                            | \$6.50 |
| Sparkling Water (Maison Perrier Regular & Lime) | \$6.50 |
| Smart Water (light theories tested on 1/1)      | \$8.50 |
| Vitamin Water - Essential or Power-C            | \$6.50 |

\*\*Togo (Olive \$6.00 in bar locations only)

| Popcorn  | Price   |
|--|---------|
| Popcorn 46oz (Small)   | \$7.00  |
| Popcorn 85oz (Medium)  | \$8.00  |
| Popcorn 130oz (Large)  | \$9.00  |
| Popcorn 179oz (Extra Large)  | \$11.50 |
| M&M's minis milk chocolate   | \$2.50  |
| Kernel Seasonings  | \$2.50  |
| *Flavors: Caramel, Kettle Corn, Hatchin Cheese, Ranch, White Cheddar |         |
| Big Party Popcorn  | \$14.00 |

NOTE: Popcorn popping oil = Canola Oil Buttery Topping & Fryer Oil = Soybean

| Concessions Food   | Price  |
|--|--------|
| Pretzel - plain, salt or cin sugar                         | \$8.00 |
| Nachos Grande  | \$8.50 |
| Cheese or Pepperoni Pizza (Only 5R, CN, MV, PR, SH, YP)    | \$9.75 |
| Oh Snap Pickle Bites - Dill or Hot                         | \$3.75 |
| Cheese Cup   | \$3.25 |
| Jumbo Cookie: Choc. Chip or Oatmeal Raisin (except CY, UP) | \$3.00 |
| Pistachios - no shell                                      | \$5.50 |

\*Flavors: Chili Roasted, Roasted & Salted

| Hot Food                       | Price  |
|--------------------------------|--------|
| Cheese Sticks (not PR, SE, SH) | \$6.50 |
| French Fries                   | \$6.00 |

| Flatbreads  | Price  |
|---|--------|
| Margherita Flatbread (not BR, CN, MV, PR, SE, SH, YP) | \$9.75 |
| Pepperoni Flatbread                                   | \$9.75 |

| Chicken Tenders                          | Price   |
|--|---------|
| Chicken Tenders                          | \$8.50  |
| Chicken Tenders with fries               | \$11.50 |
| Chicken Tenders with fries & 32 oz drink | \$14.75 |

| Ultimate Dog                          | Price   |
|---------------------------------------|---------|
| Ultimate Angus Dog                    | \$7.50  |
| Ultimate Dog with fries               | \$10.50 |
| Ultimate Dog with fries & 32 oz drink | \$13.75 |

| Big Screen Burger                              | Price   |
|--|---------|
| Big Screen Burger (not BR, CN, MV, PR, SE, YP) | \$9.75  |
| Big Screen burger with fries                   | \$12.75 |
| Big Screen Burger with fries & 32oz drink      | \$16.00 |
| Add Cheese (Cheddar only)                      | \$1.00  |

| Chicken Sandwich                              | Price   |
|---|---------|
| Chicken Sandwich (not BR, CN, MV, PR, SE, YP) | \$9.75  |
| Chicken Sandwich with fries                   | \$12.75 |
| Chicken Sandwich with fries & 32 oz drink     | \$16.00 |
| Add Cheese (Cheddar only)                     | \$1.00  |

## BIG BITES

### Big Screen Burger 820 cal \$9.75

Fresh Angus Beef, Lettuce, Tomato, Red Onion,  
Thousand Island Dressing on a Toasted Potato Bun  
with a Kosher Pickle Spear

Add Fries 360 cal \$3 Add Fries and Soft Drink 360-820 cal \$6.25

Add Cheese 80 cal \$1

### Crispy Chicken 710 cal \$9.75

Crispy Fried 100% Natural Chicken Breast, Lettuce, Tomato,  
Red Onion, Seasoned Mayonnaise on a Toasted Potato Bun  
with a Kosher Pickle Spear

Add Fries 360 cal \$3 Add Fries and Soft Drink 360-820 cal \$6.25

Add Cheese 80 cal \$1

SAVE \$2 WHEN ORDERING A BIG SCREEN BURGER  
OR CRISPY CHICKEN BEER COMBO.  
ASK YOUR BARTENDER FOR MORE DETAILS.

## FLATBREADS

### Margherita Flatbread 750 cal \$9.75

Made-to-order Flatbread with Organic Tomato Sauce,  
Three-cheese Blend and Basil

### Pepperoni Flatbread 920 cal \$9.75

Made-to-order Flatbread with Organic Tomato Sauce,  
Three-cheese Blend and Pepperoni

## SAVORY SNACKS

### Nachos Grande 1190 cal \$8.5

Tortilla Chips Served with Spicy Nacho Cheese Sauce

### Ultimate Dog 510 cal \$7.5

100% Angus Beef Hot Dog Served in a Steamed Bun

### Gourmet Pretzel 560-650 cal \$8

Cinnamon Sugar, Plain or Salted

Add Spicy Cheese Dipping Cup 100 cal \$3.25

PLACE YOUR ORDER HERE,  
AND WE'LL BRING IT TO YOU AT THE BAR



## WINE BY THE GLASS

|  |                   |
|--|-------------------|
| <b>Sparkling</b>                                   | <b>\$9</b>        |
| Prosecco, Cantine Maschio 7oz. (Italy) 140 cal     |                   |
| Moscato, Cupcake 6.2oz (Italy) 155 cal             | <b>\$10</b>       |
| <b>Rosé 6oz. / 9oz.</b>                            |                   |
| Rosé, Day Owl (CA) 125/188 cal                     | <b>\$9.5/12.5</b> |
| <b>White 6oz. / 9oz.</b>                           |                   |
| Pinot Grigio, Stemmari (Italy) 144/216 cal         | <b>\$7.5/10.5</b> |
| Sauv. Blanc, Starborough (New Zealand) 150/225 cal | <b>\$9.5/12.5</b> |
| Chardonnay, Harken (CA) 150/225 cal                | <b>\$8.5/11.5</b> |
| <b>Red 6oz. / 9oz.</b>                             |                   |
| Pinot Noir, Old Soul (CA) 144/216 cal              | <b>\$8.5/11.5</b> |
| Merlot, 14 Hands (WA) 144/216 cal                  | <b>\$8.5/11.5</b> |
| Red Blend, OZV (CA) 150/225 cal                    | <b>\$9.5/12.5</b> |
| Cabernet Sauvignon, Line 39 (CA) 144/216 cal       | <b>\$9.5/12.5</b> |

## WINE BY THE BOTTLE

|  |             |
|--|-------------|
| <b>White</b>                                 |             |
| Pinot Grigio, Line 39 (CA) 634 cal           | <b>\$33</b> |
| Chardonnay, Intercept (CA) 575 cal           | <b>\$36</b> |
| <b>Red</b>                                   |             |
| Pinot Noir, Natura (Chile) 609 cal           | <b>\$33</b> |
| Cabernet Sauvignon, Robert Hall (CA) 620 cal | <b>\$36</b> |

## BEER

|  |              |
|--|--------------|
| <b>Draft Beer</b>                      | <b>\$9</b>   |
| Coors Light 170 cal                    |              |
| Michelob Ultra 159 cal                 |              |
| <b>Premium Draft Beer</b>              | <b>\$9.5</b> |
| Blue Moon 272 cal                      |              |
| Dos Equis Lager 236 cal                |              |
| Four Peaks Hazy IPA 320 cal            |              |
| Four Peaks Hop Knot IPA 332 cal        |              |
| Four Peaks Kilt Lifter 333 cal         |              |
| Huss Brewing Scottsdale Blonde 233 cal |              |
| Mother Road Tower Station IPA 364 cal  |              |
| Papago Orange Blossom 273 cal          |              |
| Stella Artois 255 cal                  |              |
| <b>Bottled Beer</b>                    | <b>\$7</b>   |
| Bud Light 110 cal                      |              |
| <b>Premium Bottled Beer</b>            | <b>\$8</b>   |
| Ballast Point Sculpin IPA 210 cal      |              |
| Corona 149 cal                         |              |
| Firestone Walker 805 178 cal           |              |
| Guinness Stout (14.9oz) 141 cal        |              |
| Lagunitas IPA 180 cal                  |              |

## HARD CIDER, LEMONADE AND SELTZER

|   |            |
|---|------------|
| <b>Hard Cider and Lemonade</b>          | <b>\$8</b> |
| Angry Orchard Cider 170 cal             |            |
| Mike's Hard Strawberry Lemonade 270 cal |            |
| <b>Hard Seltzer</b>                     | <b>\$8</b> |
| White Claw Black Cherry 100 cal         |            |
| White Claw Grapefruit 100 cal           |            |
| White Claw Lime 100 cal                 |            |
| White Claw Raspberry 100 cal            |            |

## SPECIALTY DRINKS

|   |        |
|---|--------|
| <b>Vodka Caramel Dream</b> 450 cal  | \$9    |
| Tito's Vodka, DeKuyper Buttershots Butterscotch Schnapps, Cream, Whipped Cream and Harkins Caramel Premium Popcorn                          |        |
| <b>Bloody Mary</b> 130 cal  | \$11   |
| Tito's Vodka and Demitri's Classic Bloody Mary Mix  |        |
| <b>Long Island Iced Tea</b> 270 cal   | \$14   |
| Cruzan Aged Light Rum, Bombay Sapphire Gin, Tito's Vodka, Patron Silver, Cointreau, Sweet & Sour Mix and Coca-Cola                          |        |
| <b>Mai Tai</b> 280 cal  | \$12   |
| Captain Morgan Spiced Rum, Cruzan Aged Light Rum, Cointreau, Orange Juice, Pineapple Juice, Grenadine, Orange Slice and a Maraschino Cherry |        |
| <b>Margarita</b> 290 cal  | \$14.5 |
| Patron Silver, Cointreau, Sweet & Sour Mix and Orange Juice   |        |
| <b>Mimosa</b> 140 cal   | \$10   |
| Prosecco and Orange Juice   |        |
| <b>Mojito</b> 170 cal   | \$10   |
| Cruzan Light Aged Rum, Lime Juice, Club Soda and Fresh Mint   |        |
| <b>Moscow Mule</b> 170 cal  | \$10   |
| Tito's Vodka, Gosling's Ginger Beer and Lime Juice  |        |
| <b>Peach Bellini</b> 140 cal  | \$10   |
| Prosecco and Peach Fruit Purée  |        |
| <b>Spiked Strawberry Lemonade</b> 330 cal   | \$11   |
| Tito's Vodka, Mike's Hard Strawberry Lemonade and Club Soda   |        |
| <b>White Sangria</b> 200 cal  | \$11   |
| Pinot Grigio, Captain Morgan Spiced Rum, Daily's Simple Syrup, Orange Juice and Lime Juice  |        |

## WATER

|   |       |
|---|-------|
| <b>Dasani</b> 0 cal                           | \$5.5 |
| <b>Maison Perrier™</b> Lime or Original 0 cal | \$6.5 |
| <b>Smartwater®</b> 1 Liter 0 cal              | \$8.5 |
| <b>Topo Chico</b> 0 cal                       | \$6   |



Arizona Dept. of Liquor Licenses and Control  
<https://www.azliquor.gov>  
(602) 542-5141

AZ DLLC  
DLLC USE ONLY

|                |             |
|----------------|-------------|
| Fee:           | AUG 29 2024 |
| Job #:         | 367397      |
| Date Accepted: | 8/29/24     |
| CSR:           | ph          |

## Personal Information Questionnaire

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

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A \$22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

**Agent:** a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

**Controlling Person:** person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

**Manager:** An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and  
A.R.S. §4-202(C)

### SECTION - 1 INDIVIDUAL INFORMATION

☒ AGENT

☐ CONTROLLING PERSON

☐ MANAGER

1. Name: LEWKOWITZ ANDREA DAHLMAN  
Last First Middle
2. Social Security #: [REDACTED] Birth Date: [REDACTED]  
(NOT a public record) (NOT a public record)
3. Driver's License #: [REDACTED] State Issued: AZ  
(NOT a public record)
5. Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 04 / 01 / 1961
6. Email address: ANDREA@LEWKILAW.COM
7. Home Address: [REDACTED]
8. Daytime phone #: (602) 200-7222 Alternative phone #: (602) 200-7222

### SECTION 2 - LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS THEATRES AT ESTRELLA FALLS
3. Business Address: 15010 W MCDOWELL RD, GOODYEAR, AZ 85395

## SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☐ Controlling Person ☒ Manager

Name of persons who will be handling the day to day operations: TBD

## SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☒
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. 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 5 years? A.R.S. §4-202(D) Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)  
A.R.S. §4-202, 4-210  
\*Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license. Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

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

Signature: 

Date: 08/19/2024





## ALIEN STATUS RESTAURANT/HOTEL/MOTEL

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

Type or Print with **Black Ink**

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

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

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

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

### SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) ANDREA DAHLMAN LEWKOWITZ

### SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

City MANKATO State MN COUNTRY USA

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

2) Name of document: AZ DRIVERS LICENSE

If you answered No, you must complete Sections III.

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

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

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

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

### SECTION III – QUALIFIED ALIEN DECLARATION

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

\_\_\_\_\_  
Name of document provided

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

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

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

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

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

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

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

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

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

ANDREA DAHLMAN LEWKOWITZ

Print Name



Signature

08/05/2024

Date



AUG 29 2024

DLLC USE ONLY



Arizona Dept. of Liquor Licenses and Control

https://www.azliquor.gov

(602) 542-5141

|                |         |
|----------------|---------|
| Fee:           | 307397  |
| Job #:         | 307397  |
| Date Accepted: | 8/29/24 |
| CSR:           | REN     |

## Personal Information Questionnaire

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

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A \$22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

**Agent:** a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

**Controlling Person:** person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

**Manager:** An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and  
A.R.S. §4-202(C)

### SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT

☒ CONTROLLING PERSON

☐ MANAGER

1. Name: BOWERS MICHAEL LEE  
Last First Middle
2. Social Security #: [REDACTED] Birth Date: [REDACTED]  
(NOT a public record) (NOT a public record)
3. Driver's License #: [REDACTED] State Issued: ARIZONA  
(NOT a public record)
5. Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 12 / 31 / 1977
6. Email address: MIKEBOWERS@HARKINS.COM
7. Home Address: [REDACTED]
8. Daytime phone #: (480) 627-7777 Alternative phone #: (480) 627-7777

### SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS THEATRES AT ESTRELLA FALLS
3. Business Address: 15010 W MCDOWELL RD, GOODYEAR, AZ 85395

005-587  
pending

## SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☐ Controlling Person ☒ Manager

Name of persons who will be handling the day to day operations: TBD

## SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☒ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. 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 5 years? A.R.S. §4-202(D) Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)  
A.R.S. §4-202, 4-210  
*\*Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

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

Signature: 

Date: 8/14/2024

AzDLLC Questionnaire Supplement

**Section 4** | #1 – YES

I have served as a controlling person for liquor licenses at Harkins Theatres in Arizona, California and Colorado.

Michael Lee Bowers

*Printed Name*

  
*Signature*

  
*Date*



## FINGERPRINT VERIFICATION FORM

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

### DLLC USE ONLY


|                |        |
|----------------|--------|
| Job #:         | 307397 |
| Date Accepted: | 9/3/24 |
| CSR:           | KE     |

### ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.  
**Do not give the applicant the fingerprint card without first sealing it inside the envelope.**
5. **Write applicants name on front of sealed envelope.**

**PRINT** the following information:

|  |  |                               |  |
|--|--|-------------------------------|--|
| Date<br>6/24/24  | Name of Applicant:<br>Michael Lee Bowers |                               |  |
| Name of Fingerprint Technician:<br>Zachary Patten-Mahin  |  |                               |  |
| Fingerprint technician's Signature:<br>             |  |                               |  |
| Fingerprint technician's Agency/company Name:<br>Arizona Livescan  |  | Phone Number:<br>480 284 8470 |  |
| Type of Photo ID Provided (check one):   |  |                               |  |
| <input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify) |  |                               |  |



Arizona Dept. of Liquor Licenses and Control  
<https://www.azliquor.gov>  
 (602) 542-5141

## DLLC USE ONLY

|                |        |
|----------------|--------|
| Fee:           |        |
| Job #:         | 367397 |
| Date Accepted: | 9/3/24 |
| CSR:           | Ph     |

## Personal Information Questionnaire

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

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A \$22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

205589  
Pending

**Agent:** a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

**Controlling Person:** person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

**Manager:** An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and  
A.R.S. §4-202(C)

### SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT

☒ CONTROLLING PERSON

☐ MANAGER

1. Name: COOPER TYLER STEPHEN  
Last First Middle
2. Social Security # [REDACTED] Birth Date: [REDACTED]  
(NOT a public record) (NOT a public record)
3. Driver's License # [REDACTED] State Issued: ARIZONA  
(NOT a public record)
5. Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 10 / 14 / 1976
6. Email address: TYLERCOOPER@HARKINS
7. Home Address: [REDACTED]
8. Daytime phone #: (480) 627-7777 Alternative phone #: (480) 627-7777

### SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS THEATRES AT ESTRELLA FALLS
3. Business Address: 15010 W MCDOWELL RD, GOODYEAR, AZ 85395

## SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☐ Controlling Person ☒ Manager

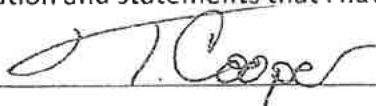
Name of persons who will be handling the day to day operations: TBD

## SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☒ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. 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 5 years? A.R.S. §4-202(D) Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)  
A.R.S. §4-202, 4-210  
\*Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license. Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

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

Signature: 

Date: 8/12/24

AzDLLC Questionnaire Supplement

**Section 4 | #1 – YES**

I have served as a controlling person for liquor licenses at Harkins Theatres in Arizona, California and Colorado.

Tyler Stephen Cooper

*Printed Name*

  
*Signature*

8/21/24  
*Date*



## FINGERPRINT VERIFICATION FORM

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

### DLLC USE ONLY


|                |        |
|----------------|--------|
| Job #:         | 307397 |
| Date Accepted: | 7/3/24 |
| CSR:           | KH     |

### ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.  
**Do not give the applicant the fingerprint card without first sealing it inside the envelope.**
5. **Write applicants name on front of sealed envelope.**

**PRINT** the following information:

|  |   |
|--|---|
| Date<br><b>6/24/24</b>   | Name of Applicant:<br><b>Tyler Stephen Couper</b> |
| Name of Fingerprint Technician:<br><b>Zachary Patten-Mahin</b>   |   |
| Fingerprint technician's Signature:<br>             |   |
| Fingerprint technician's Agency/company Name:<br><b>Arizona LiveScan</b>   | Phone Number:<br><b>480 284 8470</b>              |
| Type of Photo ID Provided (check one):   |   |
| <input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify) |   |



AUG 29 2024

DLLC USE ONLY



Arizona Dept. of Liquor Licenses and Control  
<https://www.azliquor.gov>  
 (602) 542-5141

|                |         |
|----------------|---------|
| Fee:           |         |
| Job #:         | 207397  |
| Date Accepted: | 8/29/24 |
| CSR:           | DLH     |

## Personal Information Questionnaire

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

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**Agent:** a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

**Controlling Person:** person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

**Manager:** An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and  
A.R.S. §4-202(C)

### SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT      ☒ CONTROLLING PERSON      ☐ MANAGER

1. Name: HARKINS DANIEL EARL  
Last First Middle
2. Social Security # [REDACTED] Birth Date: [REDACTED]  
(NOT a public record) (NOT a public record)
3. Driver's License #: [REDACTED] State Issued: AZ  
(NOT a public record)
5. Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 02 / 06 / 1953
6. Email address: DANHARKINS@HARKINS.COM
7. Home Address: [REDACTED]
8. Daytime phone #: (480) 627-7777 Alternative phone #: (480) 627-7777

### SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS THEATRES AT ESTRELLA FALLS
3. Business Address: 15010 W MCDOWELL RD, GOODYEAR, AZ 85395

205-589  
pending

## SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☐ Controlling Person ☒ Manager

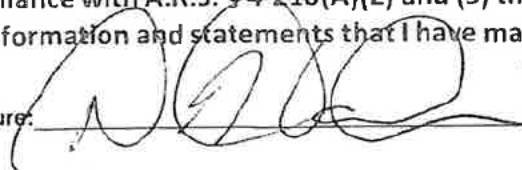
Name of persons who will be handling the day to day operations: TBD

## SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☒ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. 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 5 years? *A.R.S. §4-202(D)* Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)  
*A.R.S. §4-202, 4-210*  
*\*Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

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

Signature: 

Date: 08/14/24

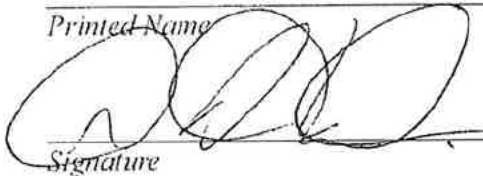
AzDLLC Questionnaire Supplement

**Section 4 | #1 – YES**

I have served as a controlling person for liquor licenses at Harkins Theatres in Arizona, California and Colorado.

Daniel Earl Harkins

*Printed Name*

A handwritten signature in black ink, appearing to read 'Daniel Earl Harkins', written over a horizontal line.

*Signature*

8/22/24  
*Date*



## FINGERPRINT VERIFICATION FORM

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

### DLLC USE ONLY

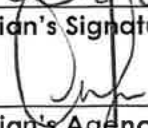
|                |        |
|----------------|--------|
| Job #:         | 309397 |
| Date Accepted: | 9/3/24 |
| CSR:           | RH     |

### ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.  
**Do not give the applicant the fingerprint card without first sealing it inside the envelope.**
5. **Write applicants name on front of sealed envelope.**

**PRINT** the following information:

|  |  |
|--|--|
| Date<br>07/18/2024   | Name of Applicant:<br>Daniel Earl Harkins. |
| Name of Fingerprint Technician:<br>Belen Salas.  |  |
| Fingerprint technician's Signature:<br>             |  |
| Fingerprint technician's Agency/company Name:<br>Arizona Livescan.   | Phone Number:<br>602 246-3444.             |
| Type of Photo ID Provided (check one):   |  |
| <input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify) |  |



Arizona Dept. of Liquor Licenses and Control  
<https://www.azliquor.gov>  
(602) 542-5141

AZ DLLC  
DLLC USE ONLY

|                |             |
|----------------|-------------|
| Fee:           | AUG 29 2024 |
| Job #:         | 357 397     |
| Date Accepted: | 8/29/24     |
| CSR:           | 24          |

## Personal Information Questionnaire

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

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A \$22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

**Agent:** a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

**Controlling Person:** person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

**Manager:** An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, or supervise the day-to-day operations of the licensed business.

A.R.S. §4-101(22) and  
A.R.S. §4-202(C)

### SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT

☒ CONTROLLING PERSON

☐ MANAGER

1. Name: LUSTIGER RICHARD N/A  
Last First Middle
2. Social Security #: [REDACTED] Birth Date: [REDACTED]  
(NOT a public record) (NOT a public record)
3. Driver's License #: [REDACTED] State Issued: AZ  
(NOT a public record)
5. Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 06 / 01 / 1973
6. Email address: RICHARDLUSTIGER@HARKINS.COM
7. Home Address: [REDACTED]
8. Daytime phone #: (480) 627-7777 Alternative phone #: (480) 627-7777

### SECTION 2 - LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS THEATRES AT ESTRELLA FALLS
3. Business Address: 15010 W MCDOWELL RD, GOODYEAR, AZ 85395

## SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☐ Controlling Person ☒ Manager

Name of persons who will be handling the day to day operations: TBD

## SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. **CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED**

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☒ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. 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 5 years? A.R.S. §4-202(D) Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)  
A.R.S. §4-202, 4-210  
\*Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license. Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

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

Signature: Richard Lustiger

Date: 8/14/24

AzDLLC Questionnaire Supplement

**Section 4 | #1 – YES**

I have served as a controlling person for liquor licenses at Harkins Theatres in Arizona, California and Colorado.

Richard Lustiger

*Printed Name*

*Richard Lustiger* *8/21/24*

*Signature*

*Date*



# FINGERPRINT VERIFICATION FORM

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

## DLLC USE ONLY

|                |        |
|----------------|--------|
| Job #:         | 307397 |
| Date Accepted: | 9/3/24 |
| CSR:           | Rh     |

### ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.  
**Do not give the applicant the fingerprint card without first sealing it inside the envelope.**
5. **Write applicants name on front of sealed envelope.**

**PRINT** the following information:

|  |  |                                      |
|--|--|--------------------------------------|
| Date<br>7/3/24   | Name of Applicant:<br>Richard Lustiger |                                      |
| Name of Fingerprint Technician:<br>Zachary Patten-Mahin  |  |                                      |
| Fingerprint technician's Signature:<br>  |  |                                      |
| Fingerprint technician's Agency/company Name:<br><b>ARIZONA LIVESCAN</b>   |  | Phone Number:<br><b>480-284-8470</b> |
| Type of Photo ID Provided (check one):   |  |                                      |
| <input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify) |  |                                      |





Arizona Dept. of Liquor Licenses and Control  
<https://www.azliquor.gov>  
(602) 542-5141

AZ DLLC

DLLC USE ONLY  
AUG 29 2024

|                |        |
|----------------|--------|
| Fee:           |        |
| Job #:         | 307397 |
| Date Accepted: | 9/3/24 |
| CSR:           | RL     |

## Personal Information Questionnaire

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

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A \$22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY.

**Agent:** a person who is designated by an applicant or licensee to receive communications from the department and to file and sign documents submitted to the department on behalf of the applicant or licensee. An agent is not a manager.

A.R.S. §4-202(A).

**Controlling Person:** person directly or indirectly possessing control of an applicant or licensee.

A.R.S. §4-101(10).

**Manager:** An individual (not an entity) approved by the Department of Liquor who has the authority to organize, direct, carry out, control or to otherwise operate the day-to-day operations of a liquor-licensed business.

A.R.S. §4-101(22) and  
A.R.S. §4-202(C)

### SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT

☒ CONTROLLING PERSON

☐ MANAGER

1. Name: WILSON RACHEAL RIGGS  
Last First Middle
2. Social Security # [REDACTED] Birth Date: [REDACTED]  
(NOT a public record) (NOT a public record)
3. Driver's License # [REDACTED] State Issued: AZ  
(NOT a public record)
5. Are you a resident of Arizona? ☒ Yes ☐ No Date of residency: 02 / 18 / 1971
6. Email address: RACHEALWILSON@HARKINS.COM
7. Home Address: [REDACTED]
8. Daytime phone #: (480) 627-7777 Alternative phone #: (480) 627-7777

### SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: PENDING
2. Business Name (doing business as): HARKINS THEATRES AT ESTRELLA FALLS
3. Business Address: 15010 W MCDOWELL RD. GOODYEAR, AZ 85395

605-590  
pending

### SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

AZ DLLC

AUG 29 2024

Must attach copies of Basic and Management Title 4 training certificates for person managing the day to day operation of the licensed business.

Who is managing the day to day operations? ☐ Agent ☐ Controlling Person ☒ Manager


Name of persons who will be handling the day to day operations: TBD

### SECTION 4 – BACKGROUND

If you answer "YES" to any Question 1 through 5 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 1-5 MAY NOT BE ACCEPTED

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☒ No ☐
2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☒
3. 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 5 years? A.R.S. §4-202(D) Yes ☐ No ☒
4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets)  
A.R.S. §4-202, 4-210  
*\*Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.* Yes ☐ No ☒
5. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒

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

Signature: 

Date: 8/12/24

AzDLLC Questionnaire Supplement

**Section 4 | #1 – YES**

I have served as a controlling person for liquor licenses at Harkins Theatres in Arizona, California and Colorado.

Racheal Wilson

\_\_\_\_\_  
*Printed Name*

  
\_\_\_\_\_  
*Signature*

8/22/24  
\_\_\_\_\_  
*Date*



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**Do not give the applicant the fingerprint card without first sealing it inside the envelope.**
5. **Write applicants name on front of sealed envelope.**

**PRINT** the following information:

|  |  |                               |  |
|--|--|-------------------------------|--|
| Date<br>6/24/24  | Name of Applicant:<br>Racheal Riggs Wilson |                               |  |
| Name of Fingerprint Technician:<br>Zachary Patten-Mahin  |  |                               |  |
| Fingerprint technician's Signature:<br>             |  |                               |  |
| Fingerprint technician's Agency/company Name:<br>Arizona Livescan  |  | Phone Number:<br>480 284 8970 |  |
| Type of Photo ID Provided (check one):   |  |                               |  |
| <input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify) |  |                               |  |

## Liquor Licenses within One Mile – Harkins Theatres at Estrella Falls

**Applicant Address: 15010 W McDowell Rd., Goodyear, AZ 85395**

| Business Name                                 | Address                       | Distance from Applicant Address | License Series |
|---|-------------------------------|---------------------------------|----------------|
| <b>Liquor Establishments</b>                  |                               |                                 |                |
| HARKINS THEATRES AT ESTRELLA FALLS            | 15010 W MCDOWELL RD           | 0 ft                            | 6              |
| COPPER AND SAGE                               | 1971 N GLOBE DR.              | 857.16 ft                       | 12             |
| BACCHUS WINE BAR                              | 1975 N GLOBE DR.              | 857.16 ft                       | 7              |
| THE STILLERY                                  | 1971 N GLOBE DR.              | 871.17 ft                       | 12             |
| SPITZ MEDITERRANEAN STREET FOOD               | 2015 N GLOBE DR.              | 1,091.77 ft                     | 12             |
| CHEDDARS SCRATCH KITCHEN                      | 15030 W MCDOWELL RD           | 1,000.41 ft                     | 12             |
| BJ'S RESTAURANT & BREWHOUSE                   | 14950 W MCDOWELL RD           | 1,157.48 ft                     | 12/12g         |
| QUIK TRIP #1417                               | 1540 N BULLARD Avenue         | 2,522.86 ft                     | 10             |
| TEXAS RDHOUSE                                 | 15255 W MCDOWELL RD           | 2,529.34 ft                     | 12             |
| OREGANO'S PIZZA BISTRO                        | 15280 W MCDOWELL RD           | 2,530.32 ft                     | 12             |
| TRU BY HILTON GOODYEAR                        | 1430 N BULLARD AVE            | 2,671.98 ft                     | 10             |
| BUBBA's 33                                    | 1460 N BULLARD AVE            | 2,851.9 ft                      | 12             |
| SPRINGHILL SUITES BY MARRIOTT GOODYEAR        | 1370 N BULLARD AVE            | 2,981.9 ft                      | 11             |
| PF CHANG'S CHINA BISTRO                       | 14681 W MCDOWELL RD           | 3,010.49 ft                     | 12             |
| ARRIBA MEXICAN GRILL                          | 15370 W MCDOWELL RD           | 3,191.2 ft                      | 12             |
| POPO'S FIESTA DEL SOL                         | 15375 W MCDOWELL RD           | 3,431.97 ft                     | 12             |
| RED LOBSTER #6342                             | 15311 W MCDOWELL RD           | 3,453.67 ft                     | 12             |
| RED ROBIN AMERICA'S GOURMET BURGERS & SPIRITS | 14551 W MCDOWELL RD           | 3,603.99 ft                     | 12             |
| OLIVE GARDEN ITALIAN RESTAURANT #1773         | 15411 W MCDOWELL RD           | 3,608.33 ft                     | 12             |
| BEVMO   | 15405 W MCDOWELL RD           | 3,929.81 ft                     | 9/9S           |
| RUBIOS FRESH MEXICAN GRILL #225               | 15479 W MCDOWELL RD           | 4,141.43 ft                     | 12             |
| AKAIHANA SUSHI & GRILL                        | 2293 N PEBBLE CREEK PKWY      | 4,334.39 ft                     | 12             |
| BARRO'S PIZZA                                 | 15475 W MCDOWELL RD           | 4,346.82 ft                     | 12             |
| WALGREENS #12334                              | 1654 N PEBBLE CREEK PKWY      | 4,383.99 ft                     | 10             |
| CIRCLE K STORE #9528                          | 1550 N PEBBLE CREEK PKWY      | 4,511.6 ft                      | 12             |
| ROCK N ROLL SUSHI                             | 15611 W MCDOWELL ROAD STE 110 | 5,066.95 ft                     | 12             |
| WINCO FOODS #130                              | 15581 W MCDOWELL Road         | 5,126.11 ft                     | 9              |

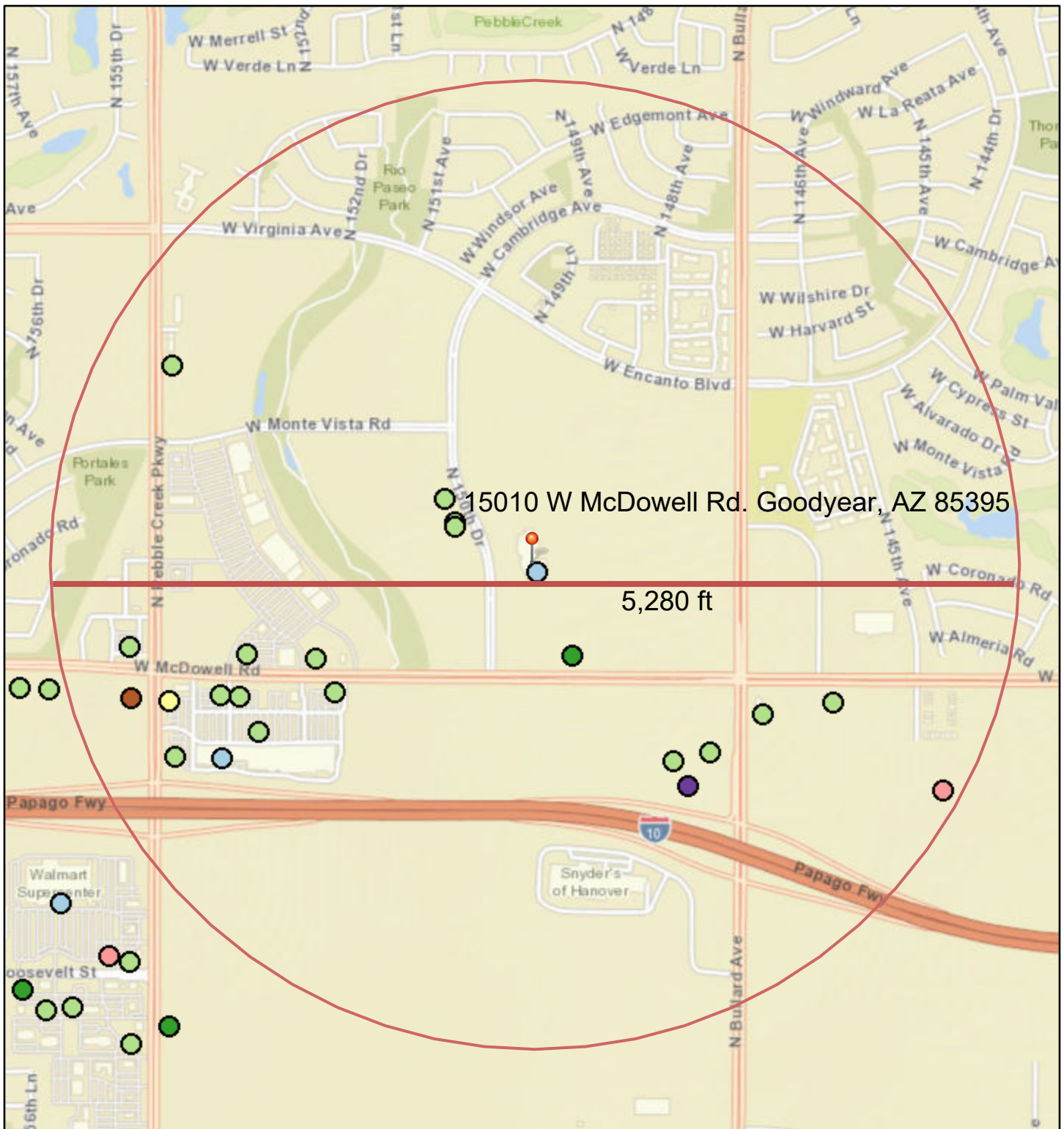
| <b>Schools</b>       |                    |             |  |
|----------------------|--------------------|-------------|--|
| ARCHWAY TRIVIUM WEST | 2001 N BULLARD AVE | 2,688.96 ft |  |

### Series Legend:

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

Restaurant (12)  
 Restaurant (12) with Growler Privileges  
 Special Event Contractor (SEC)  
 Wholesaler (4)  
 Winery (13)  
 Tasting Room (19)

# Liquor License Evaluation - Harkins Theatres at Estrella Falls



10/28/2024, 4:41:25 PM

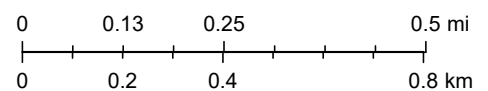
1:18,056

Features\_All\_Layers\_Map\_Service - City Limits

Liquor License

- Bar
- Beer and Wine Bar
- Beer and Wine Store
- Beer and Wine Store Sampling
- Bring Your Own
- Hotel / Motel

- Interim Permit
- Liquor Store
- Liquor Store Sampling
- Microbrewery
- Restaurant
- Restaurant Growler
- Unlicensed



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

Clerk and Recorder  
City of Goodyear



ITEM #: 3.  
DATE: 11/18/2024  
AI #:2346



## CITY COUNCIL ACTION REPORT

**SUBJECT: EDUCATIONAL SERVICES AGREEMENT BETWEEN MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT (MCCCD) FOR THE PURPOSE OF PROVIDING TRAINING**

**STAFF PRESENTER(S):** Paul Luizzi, Fire Chief

---

### SUMMARY

The Goodyear Fire Department and the Maricopa County Community College District (MCCCD) desire to enter into an agreement for the purpose of providing paramedic education for the Goodyear Fire Department firefighters.

### STRATEGIC PLAN ALIGNMENT



Fiscal Resource  
Management



SAFE &  
VIBRANT  
COMMUNITY

### RECOMMENDATION

Approve the Service Agreement with MCCCD to provide paramedic training for the Goodyear Fire Department firefighters. (Paul Luizzi, Fire Chief)

### FISCAL IMPACT

The agreement requires the Goodyear Fire Department to pay the appropriate tuition and fees to the college. The estimated cost per student is \$5,500 - \$7,500 and has been included in the FY2025 budget.

### BACKGROUND AND PREVIOUS ACTIONS

In December 2018, the Goodyear Fire Department entered into an agreement with Maricopa County Community College District which expired. This new agreement will replace the expiring agreement.

### STAFF ANALYSIS

This agreement provides continued partnership between the agencies, enabling the Goodyear Fire Department to offer critical training for our staff. This agreement will become effective upon signing by both parties and will remain in effect until December 31, 2029.

---

### **Attachments**

Agreement





**MARICOPA**  
COMMUNITY COLLEGES

**MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT**  
2411 West 14<sup>th</sup> Street, Tempe, AZ 85281-6942

---

**EDUCATIONAL SERVICES AGREEMENT**  
*Credit Courses (Wash and Non-Wash)*

---

This Educational Services Agreement for Credit Courses (Wash and Non-Wash) (“Agreement”) is between Maricopa County Community College District (“MCCCD”), a political subdivision of the State of Arizona for **GLENDALE COMMUNITY COLLEGE** (“College”), and **CITY OF GOODYEAR, A MUNICIPAL CORPORATION** (“Contractor”), a/an , located at **14455 W. VAN BUREN ST. E102, GOODYEAR, AZ 85338**, for the provision of certain educational services within the State of Arizona.

**BACKGROUND**

- A. Contractor is a business or non-profit organization whose primary business is described as follows: **municipal fire department**. As part of its business, but not as its primary business, Contractor provides training. Contractor wishes to teach some of College’s courses to its:

☒ Employees      ☐ Members<sup>1</sup>      ☐ Non-Members<sup>2</sup>      ☐ Apprentices<sup>3</sup>

- B. Contractor and College desire to enter into a mutually beneficial agreement for the delivery of some of College’s credit courses (“Courses”). College will provide those who successfully complete the Courses (“Students”) with college credit under the terms specified in this Agreement.

**AGREEMENT**

The parties agree as follows:

1. **Duration.** This Agreement will be effective on the date that authorized representatives of both parties have signed it, and will expire on **DECEMBER 31, 2029** unless terminated under Paragraph 5, or renewed through a written amendment issued pursuant to Paragraph 12.
2. **Contractor Responsibilities. [Check only one option.]**
  - 2.1. ☒ **Option A:** College will provide instructors for the Courses. (If College pays Contractor employees directly as MCCCD employees to teach the Courses, then this is the appropriate option to check.)  
☐ **Option B:** Contractor will provide instructors for the Courses. The instructors directly teaching in the classroom will at all times during this Agreement meet the standards established by MCCCD for its faculty teaching the same curriculum. Instructors as well as Contractor staff who have access to the Students’ educational records as defined in Paragraph 2.4 or to MCCCD’s technology systems as specified in Paragraph 3.3 will be considered Persons of Interest under MCCCD’s security and privacy administrative regulations.<sup>4</sup> Instructors under this option will not be considered adjunct faculty for the College, and will not be entitled to any of the financial benefits to which adjunct faculty are entitled. However, instructors may participate in training and other activities that College provides for its adjunct faculty-employees. An instructor’s participation in these activities will not alter his or her status as an employee of the Contractor or the coverage of Contractor’s Worker’s Compensation

---

<sup>1</sup> See limitation in Paragraph 4.3.1.

<sup>2</sup> See limitation in Paragraph 4.3.1.

<sup>3</sup> Apprenticeship programs are limited to GateWay Community College.

<sup>4</sup> See Administrative Regulations 4.22 through 4.24 at: <https://district.maricopa.edu/regulations/admin-regs/section-4>

insurance coverage for these activities of the instructor. Instructional services under this Agreement will be referred to as “Instructional Services.”

- 2.2. ☐ Option A: Contractor will locate the site for the Courses in facilities that are appropriate to the needs of specific programs and the College’s standards.
- ☒ Option B: The Courses will be taught by the party identified in Paragraph 2.1 at College’s facilities.
- 2.3. College will be responsible for registering students for the Courses.
- 2.4. If Contractor is teaching the Courses, the federal Family Educational Rights and Privacy Act of 1974 as amended (“FERPA”), applies and Contractor is required to comply with it in all respects concerning the Students in the Courses. Contractor will not provide Student roster lists, or any Student educational records such as grades and Social Security numbers, about those Students to any person unless the Student expressly authorizes MCCCDC or the College to disclose such information. Contractor will promptly notify MCCCDC at [protectprivacy@maricopa.edu](mailto:protectprivacy@maricopa.edu) if it has reason to believe that an unauthorized disclosure of Students’ educational records has occurred. Contractor acknowledges that MCCCDC must designate it as an “other school official” under FERPA. Contractor will limit its employees’ access to the records to those persons for whom access is essential to the performance of this Agreement. In accordance with the FERPA, Contractor will safeguard those records from improper disclosure. Furthermore, Contractor will not disclose those records without the prior written authorization of the Student and/or the parent of a Student who is a minor permitting MCCCDC and Contractor to release the information according to the authorization.
- 2.5. If Contractor is teaching the Courses, Contractor will advise each instructor, before teaching any Course covered by this Agreement, about the requirements of this Agreement, and particularly those set forth in Paragraph 2.4.
- 2.6. If Contractor is teaching the Courses, its instructors will grade Students according to standards and policies of MCCCDC and College.

### 3. Evaluation of Curriculum and Instructional Services.

- 3.1. College will re-evaluate Contractor’s curriculum and, if applicable, Instructional Services on an on-going basis to assure that they each meet the criteria for receiving College credit. For purposes of accreditation, all curriculum and Instructional Services are under the control of College.
- 3.2. If Contractor is teaching the Courses, College has designated a person at the College to be the contact person. That person is: **PARMEDIC PROGRAM DIRECTOR**
- 3.3. If Contractor is teaching the Courses, College will provide Contractor instructors and Contractor staff, as appropriate, with MCCCDC enterprise identification and Student Information System numbers so that they may access the Faculty Center of MCCCDC’s Student Information System for the limited purposes of inputting student grades, withdrawals, or incompletes. Contractor instructors will not have access to any other student education record or other Confidential Information, as defined in Paragraph 17.
- 3.4. **Contractor instructors or staff ☐ will ☒ will not have access to MCCCDC’s technology systems beyond that described in Paragraph 3.3. If those persons will have greater access than that described in Paragraph 3.3, they or the Contractor may be required to sign a security and privacy amendment to this Agreement. Please describe the access that they will have:**
- 3.5. **Contractor’s Instructional Services may not be subcontracted.**

### 4. Billing for Tuition, Facilities and Instructional Services.

- 4.1. **Applicable Tuition and Fee Charges.** For each Student enrolled in a Course, College will charge all tuition and applicable fees according to MCCCDC’s current approved Tuition and Fee Schedule. The

tuition and fee schedule is subject to change annually on July 1 of each year. Contractor may not require Students to pay Contractor any additional amounts for tuition and fees other than those noted on MCCCCD's current approved Tuition and Fee Schedule. The tuition and fees payable are:

- 4.1.1. Tuition for each Course based on enrollment at the appropriate current tuition rate, determined by residency, per semester hour;
- 4.1.2. A registration fee;
- 4.1.3. Course fees as appropriate; and
- 4.1.4. Book fees as appropriate.

**4.2 Payments Between the Parties. [Check only one option.]**

☒ Option A (Funds Exchanged): Contractor or Student will pay all appropriate tuition and fees to College.

If applicable, College will pay Contractor the amount of \$0.00 for providing the following services, which includes Instructional Services (collectively, "Services"):

If applicable, Contractor will invoice College and College will pay for the use of Contractor's facilities for the Courses as follows:

☐ Option B (No Funds Exchanged): College will invoice Contractor for the appropriate in-state or out-of-state tuition rate. Contractor will invoice College for each Course for facilities rental and Services. The amount invoiced by the Contractor will equal the amount of the appropriate in-state tuition rate and fees for that course. **Contractor or Student will pay College for any out-of-state tuition where applicable.**

**4.3 Additional Charges of Contractor.**

4.3.1 If Contractor is a non-profit membership organization offering the Courses under this Agreement primarily to its members, it may offer the Courses to non-members and charge an additional reasonable administrative fee to those non-member students so long as most of the students in the Courses under this Agreement continue to be employees or its members. MCCCCD is required to specify this limitation in this Agreement due to legal requirements relating to its statutory authorization.

4.3.2 In addition to tuition and fees, Contractor may purchase books and supplies for the Students in the Courses and include the cost of those items as a charge to the Students.

**5. Termination.**

- 5.1. Either party may terminate this Agreement by giving a 30-day written notice of intent to terminate to the other party. Termination will not be effective until all the Courses in process on the date the notice is given have been completed.
- 5.2. MCCCCD and College may terminate this Agreement under ARS § 38-511 for a conflict of interest.

**6. Indemnification.**

- 6.1. **Non-Public Entities.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless MCCCCD, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from breach of a material term of this Agreement, or from negligent or intentional acts, or omissions of the Contractor, its agents, employees, or any tier of its subcontractors in the performance of this Agreement. If applicable, Contractor will also indemnify, defend, and hold harmless MCCCCD and its officers, officials, employees and agents against any claim (including but not limited to attorney fees and

court costs) that their authorized use of Contractor's services under this Agreement violates the claimant's property rights. The amount and type of insurance coverage requirements of this Agreement will in no way be construed as limiting the scope of indemnification in this Paragraph. All claims, damages, losses and expenses that arise from the operations of the Contractor as described in this Agreement, are the sole responsibility of the Contractor and this indemnification provision shall apply.

**6.2. Public Entities.** Each party (as 'indemnitor') agrees to defend, indemnify, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury or any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

**7. Insurance Applicable Only to Non-Public Entities.** If the Contractor is **not** a public entity, Contractor shall maintain during the term of this Agreement insurance policies described below issued by companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an A.M. Best rating of A-VIII or better. Before the start of the Agreement, Contractor will furnish to the college with certificates of insurance evidencing coverage, conditions, and limits required by this Agreement at the following address to:

DO/College | ATTN: Name  
Address | C S Z | or by email to:

The insurance policies, except Worker's Compensation must be endorsed as required by this written Agreement to name Maricopa Community Colleges, its agents, officers, officials, employees, and volunteers as additional insureds with the following language or its equivalent:

*Maricopa County Community College District, its agents, officers, officials, employees,  
and volunteers are hereby named as additional insureds as their interest may appear.*

The insurance policies shall contain a waiver of subrogation endorsement, as required by this written Agreement, in favor of Maricopa County Community College District, its agents, officers, officials, employees, and volunteers for losses arising from work performed by or on behalf of the Contractor.

Each insurance policy required by the insurance requirements of this contract shall provide the required coverage and shall not be suspended, voided, or canceled except after thirty (30) days' prior written notice has been given to the College Representative, except when cancellation is for non-payment of premium; then ten (10) days' prior notice may be given. Such notice should be sent directly to College Representative. If any insurance company refuses to provide the required notices, the Contractor or its insurance broker shall notify the College Representative of any cancellation, suspension, or non-renewal of any insurance within seven (7) days of receipt of insurer's notification to that effect. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by MCCCCD will not contribute to it. If any part of the Contract is subcontracted, these insurance requirements also apply to all subcontractors.

**Any modification or variation of the insurance requirements in this Agreement shall be made by the MCCCCD Risk Management Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.**

**A. Commercial General Liability (CGL) – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability coverage, including but not limited to, the liability assumed under the indemnification provisions of this Contract.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000

- Damage to Rented Property \$50,000<sup>5</sup>
- Each Occurrence \$1,000,000

**B. If applicable, Commercial Auto Liability** insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles.

**C. If applicable, Worker's Compensation** insurance with limits statutorily required by an Federal or state law and **Employer's Liability** insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

**8. Nondiscrimination.** The Contractor will comply with all applicable state and federal law, rules, regulations and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the Contractor will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, age, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national original, protected veteran status or disability.

**9. Disability Guidelines.** If applicable to the work of the Contractor under this Agreement, Contractor warrants that it complies with Arizona and federal disabilities laws and regulations. Contractor warrants that the products or services to be provided under this Agreement comply with the accessibility requirements of the Americans with Disabilities Act of 1990, as amended (42 USC § 12101 et seq.) and its implementing regulations set forth at Title 28, CFR Parts 35 and 36, Section 508 of the Rehabilitation Act of 1973, as amended (29 USC § 794d) and its implementing regulations set forth at Title 36, CFR Part 1194; and maintain, if applicable, Web Content Accessibility Guidelines 2.0 at Level AA (WCAG 2.0 AA). Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Contractor must provide, on request, accessibility testing results and written documentation verifying accessibility. Contractor further agrees to indemnify and hold harmless MCCCCD from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a material breach and be grounds for termination of this Agreement.

**10. Governing Law.** This Agreement will be governed by the laws of the State of Arizona. Nothing in this Agreement waives MCCCCD's sovereign immunity.

**11. Funds Unavailable.** MCCCCD may terminate this Agreement, without penalty, if its Governing Board fails to appropriate funds in subsequent fiscal years to support the program that is the subject of this Agreement. MCCCCD shall give District prompt written notice after it knows that funding will not be available.

**12. Amendment.** The parties may amend this Agreement only through a written amendment signed by representatives of each party who are authorized to sign contracts.

**13. Use of MCCCCD/College Logo or Name.** Contractor may only use MCCCCD's or the College's name or logo for the courses subject to this Agreement and only with the prior written approval of MCCCCD or College.

**14. Contractor Professionalism.**

**14.1.** Contractor will, at all times during this Contract, provide the Services under this Agreement within the highest standards of its profession.

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<sup>5</sup> Limit can change depending on the type of risk.

- 14.2. Contractor certifies and warrants that the Services it provides under this Agreement comply with all applicable laws, regulations and policies, and with this Agreement.
15. **Independent Contractor Certification.** By signing this Agreement, Contractor certifies that it is an independent contractor. Contractor's employees or contractors will not, at any time, be employees or contractors of MCCCDC or the College. Contractor will be solely responsible for paying all applicable taxes and other governmental charges relating to its employees and contractors.
16. **Legal Worker Requirements.** To the extent applicable under ARS § 41-4401, Contractor verifies that it checks the employment eligibility through the e-verify program of any employee it hires, and complies with federal immigration laws and regulations relating to their employees. As required by ARS § 41-4401, MCCCDC advises that it is a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement; and that the law provides other rights to MCCCDC to ensure compliance.
17. **Confidential Information Defined.** Confidential Information is any available data or information in all forms collected, stored, or maintained that encompasses information that is personal to our uniquely identifies students, employees, agents or other MCCCDC constituents, including but not limited to information that is protected by law or regulation. Confidential information includes, but is not limited to, social security numbers, student records, student financial records (regarding students, their parents, or sponsors), financial, credit, payment card and personal information regarding MCCCDC employees and students, protected health information, and other personally identifying information. In addition, Confidential Information includes data and other information that is proprietary to or developed by MCCCDC such as institutional financial and performance records.
18. **Obligations to Protect Confidential Information and Other Assets.**
- 18.1. Contractor agrees that Confidential Information provided to it or to which it may have access under this Agreement will be used only and exclusively to support performance of this Agreement and not for any other purpose.
- 18.2. Contractor's instructors, employees, or agents who have access to MCCCDC's network, facilities, data, or Confidential Information (collectively, "MCCCDC Assets") may not have access until they have received MCCCDC's privacy and security training.
- 18.3. At all times during this Agreement, Contractor will maintain appropriate administrative, technical and physical safeguards to protect the security and privacy of the Confidential Information. Contractor will supply the appropriate MCCCDC representative with copies of those policies and plans upon request.
- 18.4. Contractor will maintain personnel policies that appropriately check the backgrounds of its employees who will be providing Services. Contractor will supply the appropriate MCCCDC representative with copies of those policies upon request.
- 18.5. Contractor will inform MCCCDC by sending an e-mail to [protectprivacy@maricopa.edu](mailto:protectprivacy@maricopa.edu) immediately, and in no event later than within one (1) business day if Contractor and/or its employees, instructors, or agent(s) have reason to believe that an actual or suspected security incident or any other circumstance has occurred in which MCCCDC may be required to perform a risk assessment and/or provide a notification under applicable law, such as a breach. "Security incident" means the unauthorized access to and/or misappropriation of Confidential Information. Contractor will provide as many details as it has available in the notice about the nature of matter and will update MCCCDC as more information becomes available.
- 18.6. Contractor will be financially responsible for the costs related to any security incident, breach or risk assessment caused by the inappropriate disclosure of Confidential Information by its employees, staff,

directors or agents including but not limited to drafting and mailing of notifications; call center services, forensic investigation services, and credit monitoring.

- 18.7. If Contractor, its employees, or any tier of Contractor's agent(s) in the performance of this Agreement maintains Confidential Information on its technology, Contractor warrants and confirms that the maintenance of that information will meet applicable legal and industry security standards, including qualifying for "safe harbor" rules under applicable data breach laws.
- 18.8. MCCCCD owns all of the records and data of which Contractor may have custody on MCCCCD's behalf including Confidential Information. Contractor will not disclose, use, destroy, transfer or otherwise manage those records and data except as provided in this Agreement or, if this Agreement is silent, without the express written approval of an authorized MCCCCD representative. Contractor will work with MCCCCD to transfer all of MCCCCD's records and data to MCCCCD on the termination or expiration of this Agreement. Regarding Confidential Information, Contractor will return that information or securely destroyed it promptly as directed by MCCCCD without retaining any copies thereof, with any destruction confirmed in writing by the Contractor, except to the extent copies are required by law to remain with or.
- 18.9. Contractor agrees to provide MCCCCD access to MCCCCD records and data including Confidential Information that Contractor holds or uses on behalf of MCCCCD upon written request of MCCCCD with reasonable advance notice.
- 18.10. Contractor agrees to maintain, and provide to MCCCCD if requested, a record or when and to whom Confidential Information is disclosed.

**MCCCCD**  
MARICOPA COUNTY COMMUNITY COLLEGE DISTRICT  
for its Colleges and Skill Centers

**CONTRACTOR**  
City of Goodyear O/B/O GOODYEAR FIRE DEPARTMENT

Signature:

Name  
Title

Date:

Signature:

Wynette Reed  
City Manager

Date:

Address: 1900 N. Civic Square  
Goodyear, AZ 85338

Email: Wynette.Reed@goodyearaz.gov

#### OTHER APPROVALS

Signature:

Roric Massey  
City Attorney

Date:

Signature:

Darcie McCracken  
City Clerk

Date:

ITEM #: 4.  
DATE: 11/18/2024  
AI #:2319



## **CITY COUNCIL ACTION REPORT**

**SUBJECT: AUTHORIZATION FOR ACQUISITIONS OF REAL PROPERTY INTERESTS  
NEEDED FOR THE BULLARD AVENUE WIDENING PROJECT FROM  
ROOSEVELT STREET TO CELEBRATE LIFE WAY**

**STAFF PRESENTER(S):** Kimberly Romero, Real Estate Supervisor

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### **OTHER PRESENTER(S):**

Gizelle Setovich, Senior Project Manager

### **SUMMARY**

Approval of this action item will provide the authorization necessary to proceed with the acquisition of the land rights necessary on the southbound side of Bullard Avenue, for the completion of CIP #42052 Bullard Avenue widening from Roosevelt Street to Celebrate Life Way.

### **STRATEGIC PLAN ALIGNMENT**



### **RECOMMENDATION**

ADOPT RESOLUTION NO. 2024-2437 FINDING THAT ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE COMPLETION OF IMPROVEMENTS TO THE WEST SIDE OF BULLARD AVENUE BETWEEN CELEBRATE LIFE WAY AND THE NORTHERN BOUNDARY OF THE SECTION OF BULLARD AVENUE ADJACENT TO LOT 3, MINOR LAND DIVISION OF "SNYDER'S OF HANOVER" ACCORDING TO BOOK 828 OF MAPS, PAGE 41, RECORDS OF MARICOPA COUNTY, ARIZONA AND CELEBRATE LIFE WAY IS A MATTER OF PUBLIC NECESSITY; AUTHORIZING AND DIRECTING CITY STAFF TO ACQUIRE SUCH INTERESTS BY DEDICATION, DONATION, PURCHASE OR THE EXERCISE OF THE POWER OF EMINENT DOMAIN; PROVIDING AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE. (Kimberly Romero, Real Estate Supervisor)

### **FISCAL IMPACT**



This item is included in fiscal year 2025 budget. The project has a current Land Budget of \$360,000.00. The Land Budget will be used to pay compensation for (i) the land rights being acquired, which will include by way of example, fee simple interest for additional right-of-way; public utility and sidewalk easements, sidewalk easements, and temporary construction easements; (ii) payment for landscaping, crops and other improvements impacted by the Project; (iii) payment of costs to cure; and (iv) transaction-related costs such as title reports, appraisals, appraisal reviews, escrow closing costs, title insurance and legal fees of outside counsel and litigation guarantee reports if eminent domain is required.

## **BACKGROUND AND PREVIOUS ACTIONS**

Mayor and Council of the city of Goodyear previously approved Capital Improvement Project Number 42052 to widen and improve the western half of Bullard Avenue between Celebrate Life Way and the northern boundary of the section of Bullard Avenue adjacent to Lot 3, Minor Land Division of "Snyder's of Hanover" according to Book 828 of Maps, page 41, Records of Maricopa County, Arizona (the "Snyder's Property"). This project is included in the city's fiscal year 2025 Capital Improvements Program. The improvements to be constructed include, the addition of street lanes, turn lanes, a bike lane, sidewalks, landscaping, and drainage facilities; the relocation of existing utilities and irrigation facilities; and the relocation of a traffic signal (collectively the "Road Improvements").

The objective of the project is to improve traffic flow by adding a third travel lane to match improvements recently completed along Bullard Avenue south of Celebrate Life Way where additional travel lanes were installed. The purpose of this action is to authorize the acquisition of real property interests needed for the completion of the Road Improvements, which will include rights-of-way, public utility and sidewalk easements, sidewalk easements, and temporary construction easements, and to acquire private improvements located within such real property interests .

## **STAFF ANALYSIS**

The project impacts two parcels located on the southbound side of Bullard Avenue between I-10 and Celebrate Life Way. A depiction of the 2 parcels that will be impacted by the projects is included as Exhibit "A" to Resolution 2024-2437 (Attachment A). CIP Engineering staff and the design team have worked diligently on a design that is cost-effective and minimizes the impact to affected property owners, while still achieving the goals of the project as described above. Based on current design plans, which are 60% complete, the city will acquire an approximate 22,875 sq. ft. of land in Fee Simple interest, 17,574 sq. ft. of Public Utility and Sidewalk Easement area, and 9,697.12 sq. ft. of Temporary Construction Easement area. Although the square footage can increase or decrease as the plans for the project are further refined, engineering staff does not anticipate any changes.

Construction of the road improvements cannot commence until all the necessary real property interests are acquired. The design plans are 60% complete and are to the point that various real property interests can be quantified. It is normal and customary that the acquisition of the real property interests is initiated after 60% plans are reviewed and all legal descriptions are approved. Staff needs to move forward with the acquisition activities to acquire the real property interests identified as being needed by the CIP Engineering staff and the design team.

Accordingly, Staff is recommending the Mayor and Council adopt Resolution 2024-2437 authorizing and directing City Staff to acquire, by dedication, donation, purchase, or the

exercise of the power of eminent domain, the real and personal property interests needed for the completion of improvements to the southbound side of Bullard Avenue between the Snyder's Property and Celebrate Life Way from the owners of the properties identified on Exhibit "A" attached to Resolution 2024-2437.

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### **Attachments**

Attachment A - Resolution 2024-2437

## **RESOLUTION NO. 2024-2437**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, FINDING THAT ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE COMPLETION OF IMPROVEMENTS TO THE WEST SIDE OF BULLARD AVENUE BETWEEN CELEBRATE LIFE WAY AND THE NORTHERN BOUNDARY OF THE SECTION OF BULLARD AVENUE ADJACENT TO LOT 3, MINOR LAND DIVISION OF "SNYDER'S OF HANOVER" ACCORDING TO BOOK 828 OF MAPS, PAGE 41, RECORDS OF MARICOPA COUNTY, ARIZONA AND CELEBRATE LIFE WAY IS A MATTER OF PUBLIC NECESSITY; AUTHORIZING AND DIRECTING CITY STAFF TO ACQUIRE SUCH INTERESTS BY DEDICATION, DONATION, PURCHASE OR THE EXERCISE OF THE POWER OF EMINENT DOMAIN; PROVIDING AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor and Council of the City of Goodyear previously approved Capital Improvement Project Number 42052 Bullard Avenue widening to improve and widen the western half of Bullard Avenue between Celebrate Life Way and the northern boundary of the section of Bullard Avenue adjacent to Lot 3, Minor Land Division of "Snyder's of Hanover" according to Book 828 of Maps, page 41, Records of Maricopa County, Arizona (the "Snyder's Property") through the addition of street lanes, turn lanes, a bike lane, sidewalks, landscaping, and drainage facilities, the relocation of existing utilities and irrigation facilities and the relocation of a traffic signal (the "Project Improvements"); and

WHEREAS, the completion of the Project Improvements will improve traffic flow, safety, capacity on Bullard Avenue south of the Snyder's Property and will improve accessibility for motor vehicles, bicycles, and pedestrians on Bullard Avenue south of the Snyder's Property; and

WHEREAS, the completion of the Project Improvements requires the acquisition of various real property interests, such as additional right-of-way in fee interest, public utility and sidewalk easements and temporary construction easements, and the acquisition of private improvements located within such real property interests; and

WHEREAS, the City of Goodyear has considered alternatives available to it, has balanced the greater public good and the least private injury that will result from the city's acquisition of the real property interests necessary for the completion of the Project Improvements and the private improvements thereon, and has determined that locating the Project Improvements within the land from the properties identified Exhibit "A" attached hereto results in the greater public good and the least private injury.

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

**SECTION 1.** The Council of the City of Goodyear finds that the acquisition, from the owners of the properties identified in Exhibit "A" attached hereon, of the real property interests, and any improvements thereon, needed for the construction of the Project Improvements to widen the western half of Bullard Avenue between the Snyder's Property and Celebrate Life Way and the securing of immediate possession of such real and personal property interests is for a public and necessary purpose and is in the best interest of the citizens of the City of Goodyear.

SECTION 2. Subject to the terms set forth herein, city staff is hereby authorized and directed to acquire, by dedication, donation, purchase, or the exercise of the power of eminent domain, the real and personal property interests needed for the completion of the Project Improvements from the owners of the properties identified on Exhibit "A" attached hereto as determined by the final engineering design plans, which includes, but is not limited to, fee ownership of additional right of way; public utility and sidewalk easements, sidewalk easements; drainage easements; and temporary construction easements. Written offers and purchase agreements for the real and personal property interests to be acquired shall be in a form approved by the City Attorney or his designee.

SECTION 3 If city staff is not able to acquire the real and personal property interests needed for the completion of the Project Improvements from the owners of the properties identified on Exhibit "A" attached hereto by dedication donation, or purchase within a reasonable period of time, the City Attorney is hereby authorized and directed to commence or cause the commencement of condemnation proceedings, through the exercise of the power of eminent domain, to acquire, in the name of the City of Goodyear, the real and personal property interests needed for the construction of the Project Improvements and to secure immediate possession of such real and personal property interests. The City Attorney is further authorized and directed to undertake all actions and to perform all acts necessary in furtherance of the acquisition of such real and personal property interests.

SECTION 4. The City Manager or designee is expressly authorized to take all actions and execute all documents necessary to acquire the real and personal property interests needed for the completion of the Project Improvements to widen the west half of Bullard Avenue between the Snyder's Property and Celebrate Life Way, and to carry out the intent of this Resolution.

SECTION 5. Resolution 2024-2437 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a \_\_\_\_\_ vote, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Joe Pizzillo, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Darcie McCracken, City Clerk

\_\_\_\_\_  
Roric Massey, City Attorney

Exhibit "A"



ITEM #: 5.  
DATE: 11/18/2024  
AI #:2307



## **CITY COUNCIL ACTION REPORT**

**SUBJECT: AMENDMENT TO THE COMPREHENSIVE SIGN PACKAGE FOR GSQ**

**STAFF PRESENTER(S):** Jimmy Carreon, Assistant Planner

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### **SUMMARY**

This request is to amend the GSQ Comprehensive Sign Plan. The amended sign plan will include provisions for adjustments to sign types, height allowances, and area allowances for various uses within the property.

### **STRATEGIC PLAN ALIGNMENT**



### **RECOMMENDATION**

Approve the GSQ Comprehensive Sign Plan Amendment #1 dated October 10, 2024, subject to stipulations. (Jimmy Carreon, Assistant Planner)

### **STIPULATIONS**

1. All signs shall be in conformance with the GSQ Comprehensive Sign Plan Amendment #1 dated October 10, 2024; and
2. Where permitted within this CSP, a monument, directional or directory sign may utilize only one electronic message display per side; and
3. Off-site signage is prohibited; and
4. No signage shall be placed within city rights-of-way.

### **FISCAL IMPACT**

There is no direct budget impact associated with the approval of the amendment to the GSQ Comprehensive Sign Plan.

## **BACKGROUND AND PREVIOUS ACTIONS**

The property subject to the GSQ Comprehensive Sign Package Plan is a part of the Goodyear Civic Square Planned Area Development (PAD). The Goodyear Civic Square PAD was approved on July 8, 2019, with the City Council's adoption of Ordinance 2019-1440. An aerial photo of the property is included as Attachment A.

The intent of the Goodyear Civic Square PAD is to create an urban, pedestrian-oriented development that will be a center for civic administration, services and events. The area is also intended for the development of higher intensity office and commercial development. Another key component of the Goodyear Civic Square PAD is the allowance of higher density residential development, which will support the commercial development anticipated in the area and help activate the civic spaces.

A comprehensive sign package for GSQ was approved by the City Council on July 19, 2021.

## **STAFF ANALYSIS**

### **Current Policy:**

All Planned Area Developments (PADs) are required to prepare and submit a comprehensive sign package (CSP) for review and approval prior to the issuance of individual sign permits. A CSP provides a comprehensive and coordinated approach to the design of signage that exhibits superior quality and effective messaging. In recognition of the benefits of cohesive and comprehensive sign design, modifications to the signage requirements as established in the city of Goodyear Zoning Ordinance may be appropriate within a CSP.

A minor amendment to an approved CSP in compliance with the requirements provided in Article 7 (Sign Regulations), of the Goodyear Zoning Ordinance may be approved by the Zoning Administrator after review and approval by the Development Review Committee. A major amendment to an approved CSP that proposes an increase in the number of signs, an increase to the size or height of any sign beyond what was approved under the original CSP or modifications to the requirements provided in Article 7 shall be reviewed by the Planning and Zoning Commission and approved by the City Council. This request is a major amendment, and therefore requires Commission and Council review and approval.

### **Details of the Request:**

The request is for the approval to amend the GSQ Comprehensive Sign Plan adopted on July 19, 2021 (the "2021 GSQ CSP"). A brief description of the proposed sign amendments is provided below:

1. Revised Monument Sign Types at Main Drive Entries Off Perimeter Roadways - There are primary and secondary multi-tenant monument signs for GSQ. The original GSQ Comprehensive Sign Plan called for eighteen-foot (18') primary identify tenant monument sign (Sign Type: A-3) to be placed at the main drive entries off perimeter roadways. Whereas a twelve-foot (12') secondary identify tenant monument sign (Sign Type: A-4) would be placed at the main drives internal to the project site. The proposed amendment to the GSQ Comprehensive Sign Plan will allow for either Sign Type A-3 or A-4 to be placed at the main drive entries off perimeter roadways, not just Sign Type A-3.
2. Canopy Signage Allowance - The proposed amendment to the GSQ Comprehensive Sign Plan requests canopy signs have a maximum area of fifty percent (50%) of the wall signage allowance versus the twenty-five percent (25%) maximum allowance initially approved, and that canopy sign letters be restricted to two feet (2') in height, except for logos and the first letter of each word, which can be up to four feet (4') in height.

3. Office Building Wall Signage Increase - The proposed amendment to the GSQ Comprehensive Sign Plan requests that office building signage be allowed to occupy eighty percent (80%) of the sign band height and width, on both first level and all upper-level signage versus the twelve-inch (12") maximum height for upper-level signage and ten-inch (10") maximum height for first-level signage.
4. Commercial, Retail, and Mixed-Use Wall Signage Increase - For commercial, retail and mixed-uses, the proposed amendment to the GSQ Comprehensive Sign Plan proposes 1.5 square feet of copy area per linear foot of building frontage on all elevations regardless of whether the elevation is parallel to Public or Private Streets or an internal circulation drive of a Lot. This varies with the currently approved allowance of 1.5 square feet of sign copy area per linear foot of building frontage for building elevations parallel to Public or Private Streets and 0.5 square feet of sign copy area per linear foot of building frontage for building elevations facing internal circulation drives of a Lot.
5. Drive-Through Directional Signage - The proposed amendment to the GSQ Comprehensive Sign Plan requires drive-through directional signage to adhere to the same standards within Article 7 (Sign Regulations) of the Goodyear Zoning Ordinance.

#### **Evaluation Criteria:**

Per the city of Goodyear Zoning Ordinance, the city's review and recommendation on a comprehensive sign package is to be guided by the following criteria:

1. Size and Height: The comprehensive sign package shall demonstrate that all proposed signage is no larger than necessary for sufficient visibility and legibility. Factors to be considered in determining allowed size and height may include, but are not limited to, topography, traffic volumes, traffic speeds, visibility ranges, copy size and impact on adjacent property.

*The proposed monument sign type allowance along perimeter streets does not increase the size and height standards previously approved. The proposed canopy signage allowance will be twenty-five percent (25%) greater than the originally approved canopy signage allowance. The proposed office building wall signage allowance would allow for slightly larger wall signage, depending on tenant sign design. The proposed commercial, retail, and mixed-use building wall signage allowance will increase the previously approved wall signage allowance for internal circulation drives of a Lot from 0.5 square feet of sign copy area per one (1) linear foot of building frontage to 1.5 square feet of sign copy area per one (1) linear foot of building frontage. The application indicates that signage is located to enhance the visibility and branding opportunities for the property owner. As such, the requested size enhancements are supportable.*

2. Location and Orientation: Signs should be located and oriented to allow sufficient visibility and legibility for pedestrian and vehicle traffic. Factors that may be considered in reviewing the appropriateness of the sign location and orientation may include, but are not limited to, location relative to the surrounding streets and land uses, traffic volumes and access points, visibility angles and topographic features.

*There are no sign location/orientation changes being proposed. The sign setbacks, separations, and locations in the originally approved GSQ Comprehensive Sign Plan are intended to provide for maximum visibility while also promoting pedestrian and vehicular safety. Therefore, staff finds the proposed modifications are appropriate and supportable.*

3. Design, Colors and Materials: Signs proposed under the comprehensive sign package shall be harmonious with and enhance the architecture and theme of the specific development in which the signs are located. Compatibility with the specific development



shall include the use of complementary colors, materials, and architectural style.

*The amendment to the GSQ Comprehensive Sign Plan does not alter the design, colors, and materials of the approved CSP.*

4. Surrounding Land Uses: Signs shall not adversely impact adjacent land uses, especially adjacent residential land uses. The comprehensive sign package shall demonstrate the measures that will be taken to ensure the proposed signage will not adversely impact adjacent land uses in terms of lighting, size, location, and orientation.

*Goodyear Civic Square is a mixed-use area that includes commercial, entertainment, recreational and residential development of varying densities. The proposed signage amendment to the GSQ Comprehensive Sign Plan will not adversely impact these surrounding uses given their size, location and orientation should match the intensity of these surrounding developments and their associated signage. As such, staff finds the intended signage will not adversely affect any adjacent land uses and is therefore appropriate and supportable.*

The Planning and Zoning Commission considered this item at their regular meeting on November 6, 2024. No members of the public spoke about the project. At the conclusion of the Public Hearing, the Commissioners voted 7-0 to forward a recommendation of approval to City Council. A copy of the GSQ Comprehensive Sign Plan Amendment #1, included as Attachment B, dated October 10, 2024 was presented to the Planning and Zoning Commission and is being presented to City Council as a restatement of the 2021 GSQ CSP with the proposed amendments.

**Staff Findings:**

The requested amendments to the GSQ Comprehensive Sign Plan meet the evaluation criteria for a CSP as set forth in Article 7, Sign Regulations, of the Zoning Ordinance.

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**Attachments**

Attachment A - Aerial Photo

Attachment B - Comprehensive Sign Plan Amendment #1

Aerial Photo Exhibit  
Goodyear Civic Square CSP Amendment  
Case P24-00291



Drawn By: Jimmy Carreon  
City of Goodyear Development Services Department  
Date: October 11, 2024







**GSQ COMPREHENSIVE SIGN PLAN**  
**Amendment #1**

October 10, 2024

**A PARTNERSHIP:**



GLOBE CORPORATION

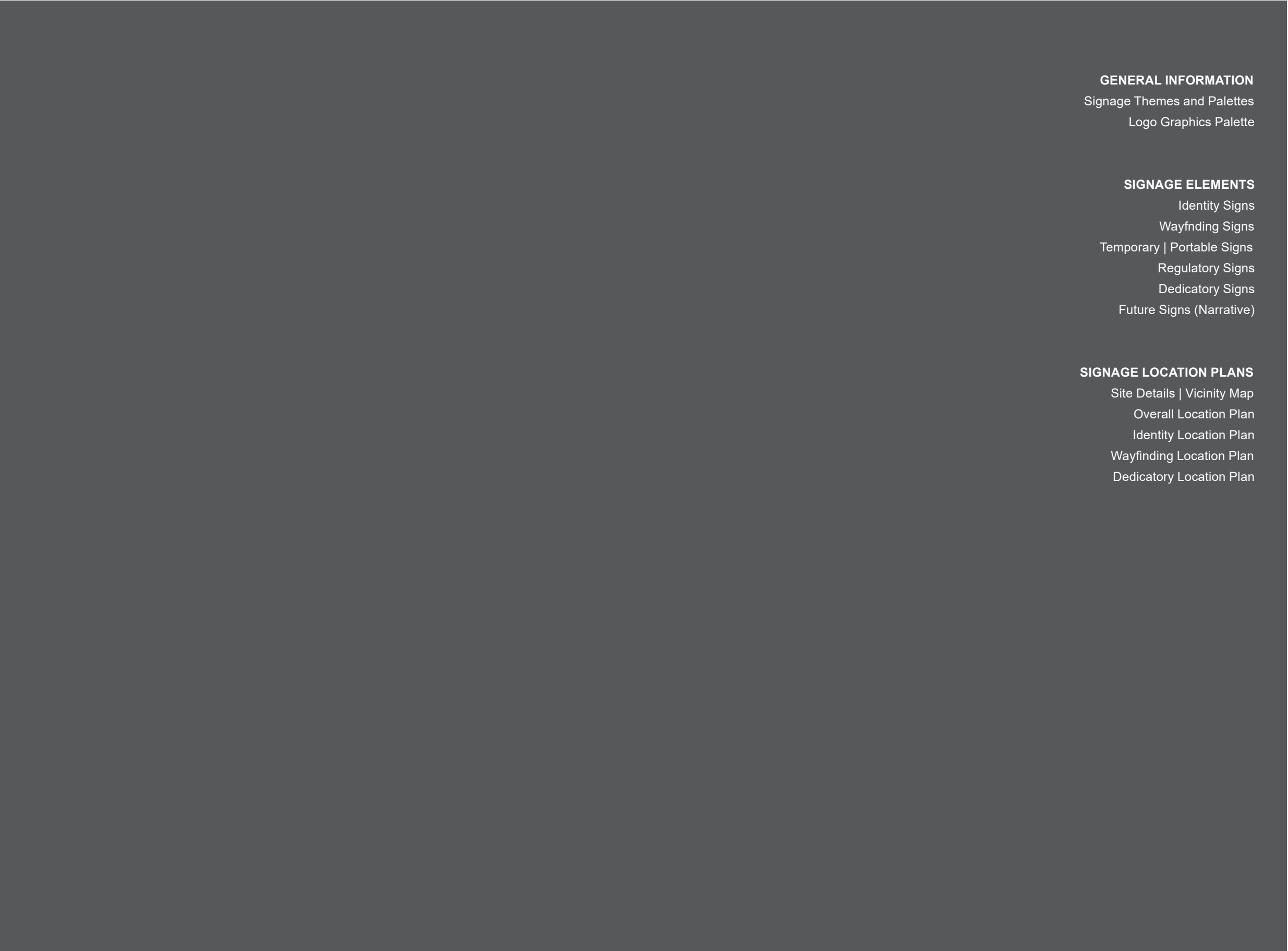
**PREPARED BY:**

**THINKING CAPS DESIGN**  
1425 North First Street, Suite 101  
Phoenix, Arizona 85004  
602.495.1260 | [www.thinkingcaps.net](http://www.thinkingcaps.net)

**REVISED BY:**

**BOOTZ & DUKE SIGN CO.**  
2831 W. Weldon Ave.  
Phoenix, Arizona 85017  
602.272-9356 | [www.bootzandduke.com](http://www.bootzandduke.com)

**VISUAL COMMUNICATIONS INC.**  
Saint Paul, Minnesota  
612-840-5867 | [www.visualcomm.com](http://www.visualcomm.com)



**GENERAL INFORMATION**  
Signage Themes and Palettes  
Logo Graphics Palette

**SIGNAGE ELEMENTS**  
Identity Signs  
Wayfinding Signs  
Temporary | Portable Signs  
Regulatory Signs  
Dedicatory Signs  
Future Signs (Narrative)

**SIGNAGE LOCATION PLANS**  
Site Details | Vicinity Map  
Overall Location Plan  
Identity Location Plan  
Wayfinding Location Plan  
Dedicatory Location Plan

**SECTION 005**  
005.0.1  
005.0.2

**SECTIONS 005.1 thru 005.5**  
005.1.1 thru 005.1.12  
005.2.1 thru 005.2.4  
005.3.1  
005.3.1 thru 005.3.5  
005.4.1thru 005.4.3  
005.5.1 thru 005.5.7

**SECTION 005.6**  
005.6.1.1  
005.6.1.2  
005.6.2  
005.6.3  
005.6.4



clean

contemporary

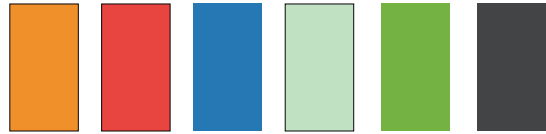
CLASSIC



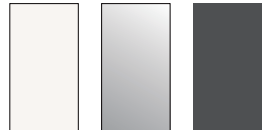
CLEAN LINES.  
COMTEMPORARY APPROACH.  
CLASSIC DESIGN.

SIGNAGE PALETTES

COLOR PALETTE



METAL PALETTE



ACRYLIC PALETTE



SIGNAGE FONTS

PRIMARY FONT PALETTE

CENTURY GOTHIC  
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abcdefghijklmnopqrstuvwxyz  
0123456789

CENTURY GOTHIC BOLD  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
0123456789

ARCHITECTURAL FONT

ARIAL BOLD  
ABCDEFGHIJKLMNOPQRSTUVWXYZ

PROJECT LOGO



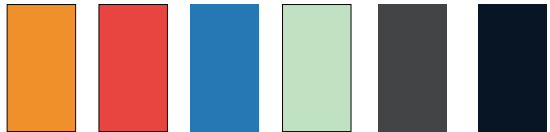
FONT PALETTE

MARKETING | SOCIAL MEDIA FONTS

MINISTRY  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
0123456789

GRAVESEND  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
0123456789

COLOR PALETTE



OFFICE BUILDING B LOGO



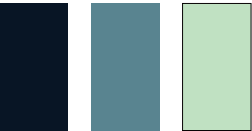
FONT PALETTE

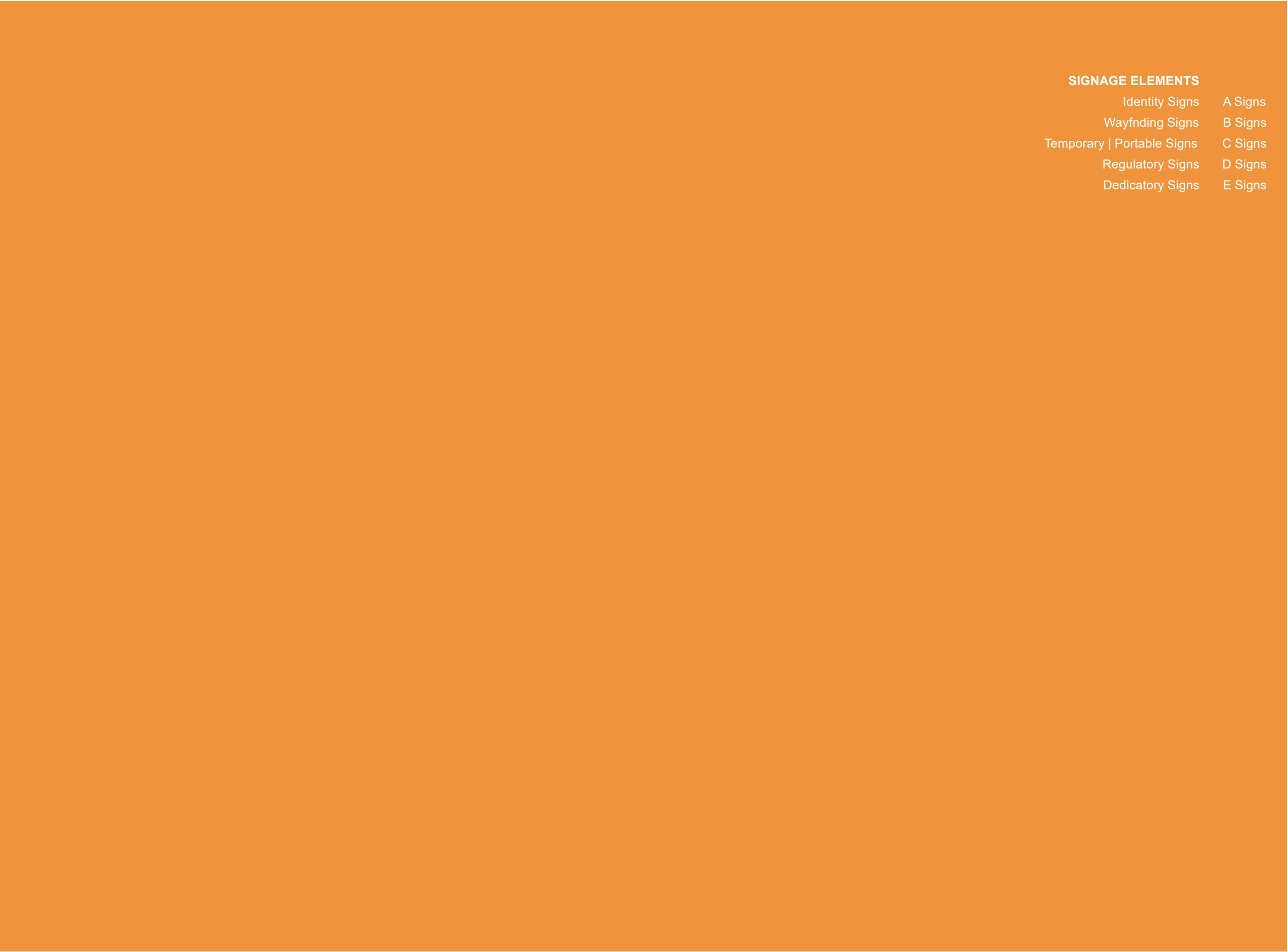
MARKETING | SOCIAL MEDIA FONTS

MINISTRY  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
0123456789

GRAVESEND  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
ABCDEFGHIJKLMNOPQRSTUVWXYZ  
0123456789

COLOR PALETTE





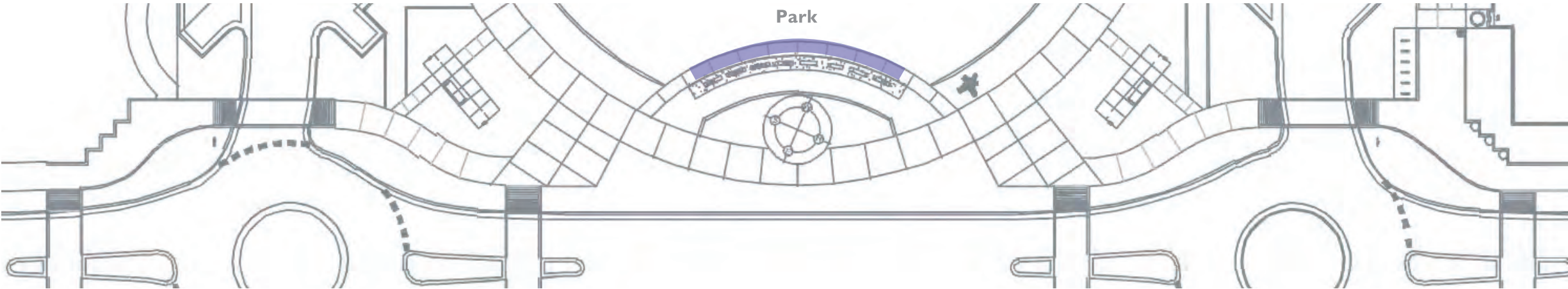
| SIGNAGE ELEMENTS           |         |
|----------------------------|---------|
| Identity Signs             | A Signs |
| Wayfinding Signs           | B Signs |
| Temporary   Portable Signs | C Signs |
| Regulatory Signs           | D Signs |
| Dedicatory Signs           | E Signs |

| SECTIONS 005.1 thru 005.4 |
|---------------------------|
| 005.1.1 thru 005.1.12     |
| 005.2.1 thru 005.2.4      |
| 005.3.1                   |
| 005.3.1 thru 005.3.5      |
| 005.4.1 thru 005.4.2      |



SIGN TYPE: A-1

GOODYEAR IDENTIFICATION LETTERS



A-1: GOODYEAR IDENTIFICATION LETTERS - PROPOSED LOCATION

Scale: Not to Scale

SIGN TYPE: A-1

GOODYEAR IDENTIFICATION LETTERS

LOCATION: 150TH AVE TERMINUS

FONT: ARIAL

MATERIALS

Large metal identification letters baseline mounted to radiused masonry wall as required

CONSTRUCTION

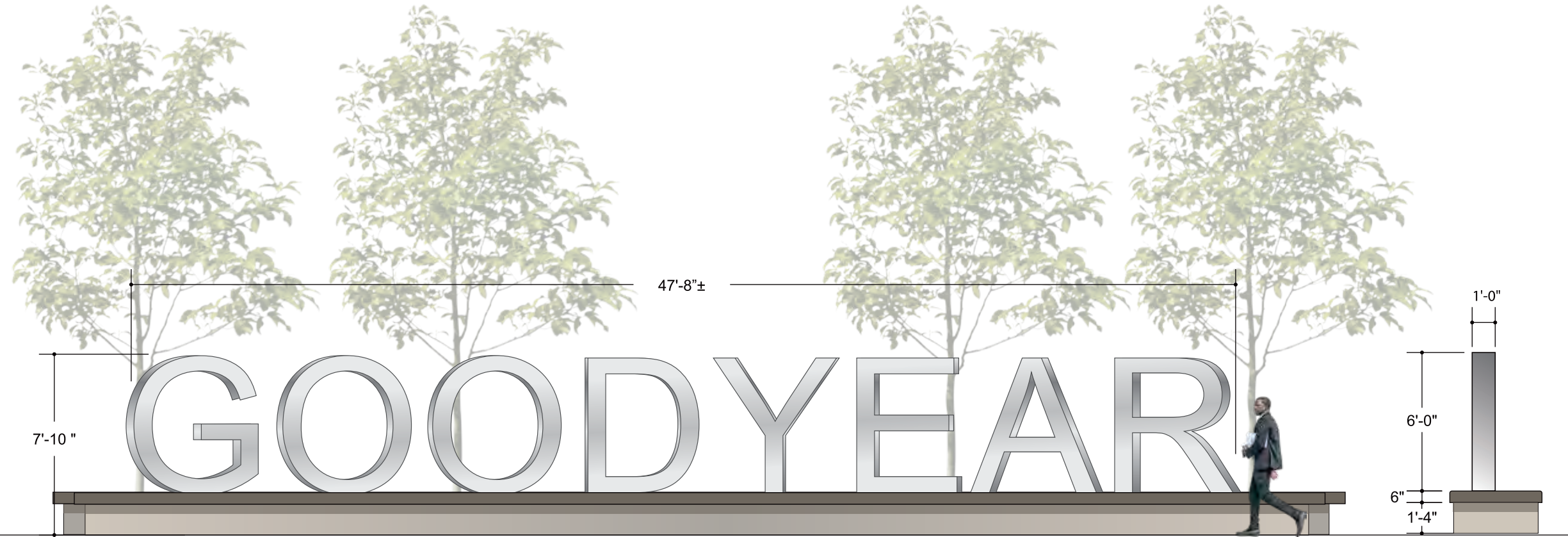
Refer to Butler Design Group architectural drawings and specifications for masonry base and integrated illumination source details

ILLUMINATION

Illumination source to be integrated into masonry base and provide an up-light wash effect onto letter faces

NOTES

Material and finish to be derived from final architectural palette

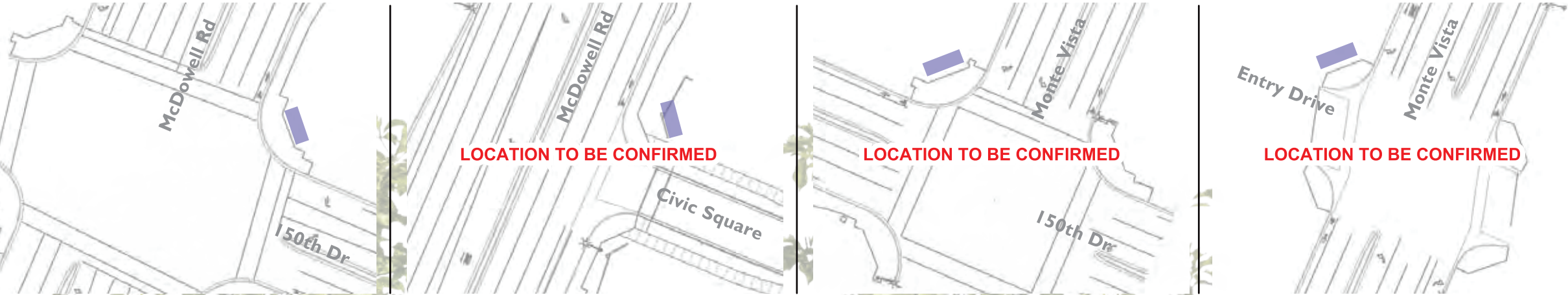


A-1: GOODYEAR IDENTIFICATION LETTERS

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

SIDE/SECTION VIEW





A-2: GSQ IDENTIFICATION LETTERS - PROPOSED LOCATIONS  
Scale: Not to Scale

SIGN TYPE: A-2  
GSQ IDENTIFICATION LETTERS  
LOCATION: 150TH AVE & MCDOWELL RD;  
150TH AVE & MONTE VISTA; MAIN DRIVES  
INTO PROJECT FROM MCDOWELL RD

MATERIALS  
Large metal identification logo baseline mounted  
to masonry wall as required

Material and finish to match large GOODYEAR  
letters (Sign Type A-1)

CONSTRUCTION  
Refer to Butler Design Group architectural  
drawings and specifications for masonry base

ILLUMINATION  
In-ground illumination source to wash both letters  
and base/wall with light at night

NOTES  
All sign elements to be located out of any site  
visibility triangle

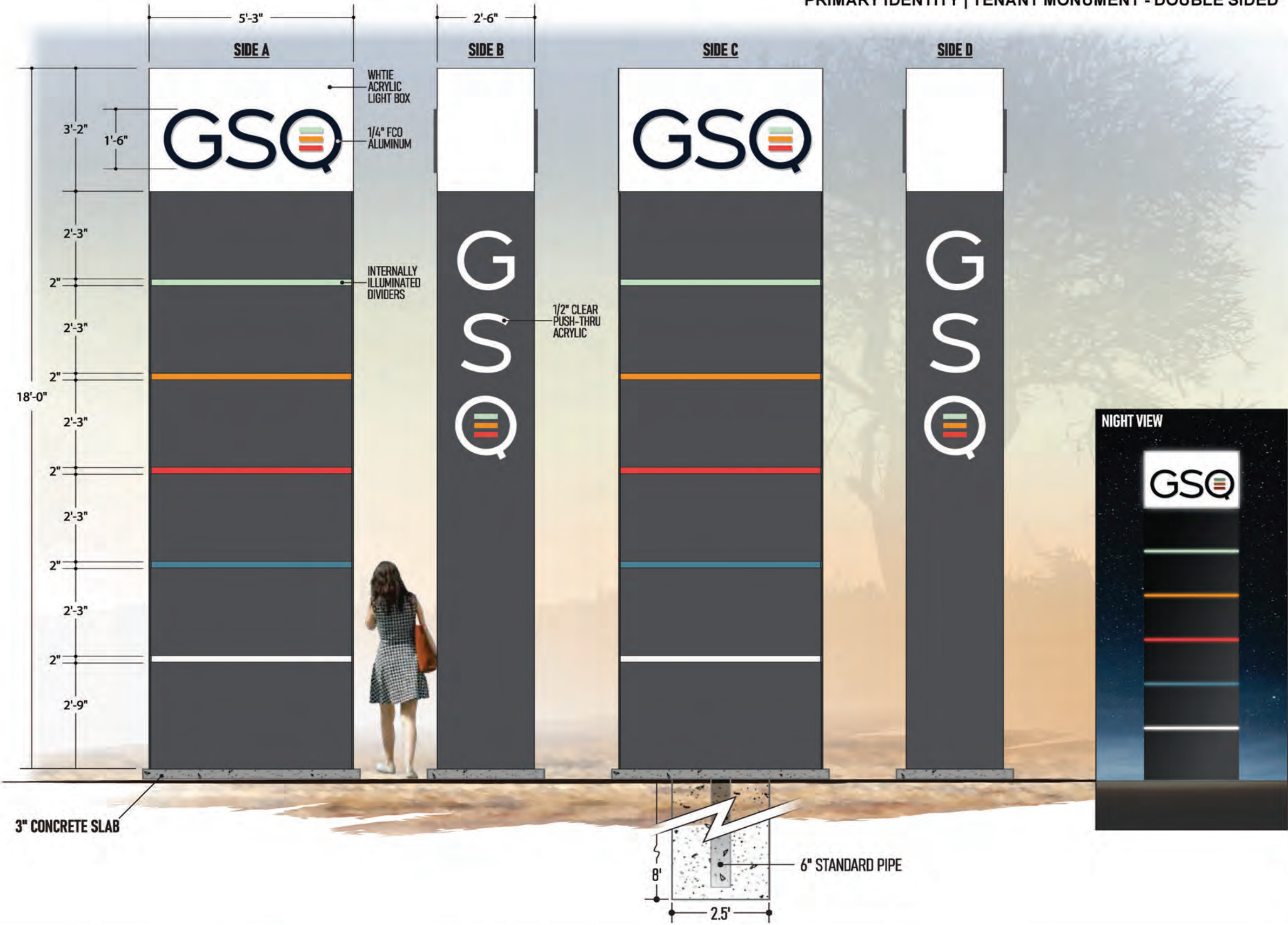


A-2: GSQ IDENTIFICATION LETTERS  
Scale: 3/6"=1'-0"

SIDE/SECTION VIEW



SIGN TYPE: A-3  
PRIMARY IDENTITY | TENANT MONUMENT - DOUBLE SIDED



- SIGN TYPE: A-3**  
PRIMARY IDENTITY | TENANT MONUMENT  
LOCATION: AT MAIN DRIVE ENTRIES OFF PERIMETER ROADWAYS
- Aluminum Construction Monument Sign
- SIGN TOP:**  
White Acrylic Seamless Light Box
- 1/4" fco aluminum "gsq" logo mounted flush to acrylic
  - Painted to match customer colors (TBD)
- TENANT PANELS:**  
Routed .125" Aluminum Tenant Faces with 1/2" white push-thru plex
- Individual tenant branding allowed, white only
- REVEALS:**  
White Acrylic Push-thru (push-thru sits flush to panel faces)
- Translucent vinyl overlay (printed or 3M series 3630 - to be determined)
- ILLUMINATION:**  
Internal white LED with in sign ballast
- INSTALL:**  
Onto ASA approved pipe and footer onto specified location as shown on map
- NOTES**  
All sign elements to be located out of any site visibility triangle

A-3: PRIMARY IDENTITY | TENANT MONUMENT  
Scale: 3/8"=1'-0"

SIDE/SECTION VIEW



SIGN TYPE: A-4

SECONDARY IDENTITY | TENANT MONUMENT - SINGLED SIDED

SIGN TYPE: **A-4**  
SECONDARY IDENTITY | TENANT MONUMENT  
LOCATION: AT MAIN DRIVE ENTRIES  
INTERNAL TO PROJECT SITE  
Aluminum Construction Monument Sign

SIGN TOP:  
White Acrylic Seamless Light Box  
- 1/4" fco aluminum "gsq" logo mounted  
flush to acrylic  
- Painted to match customer colors (TBD)

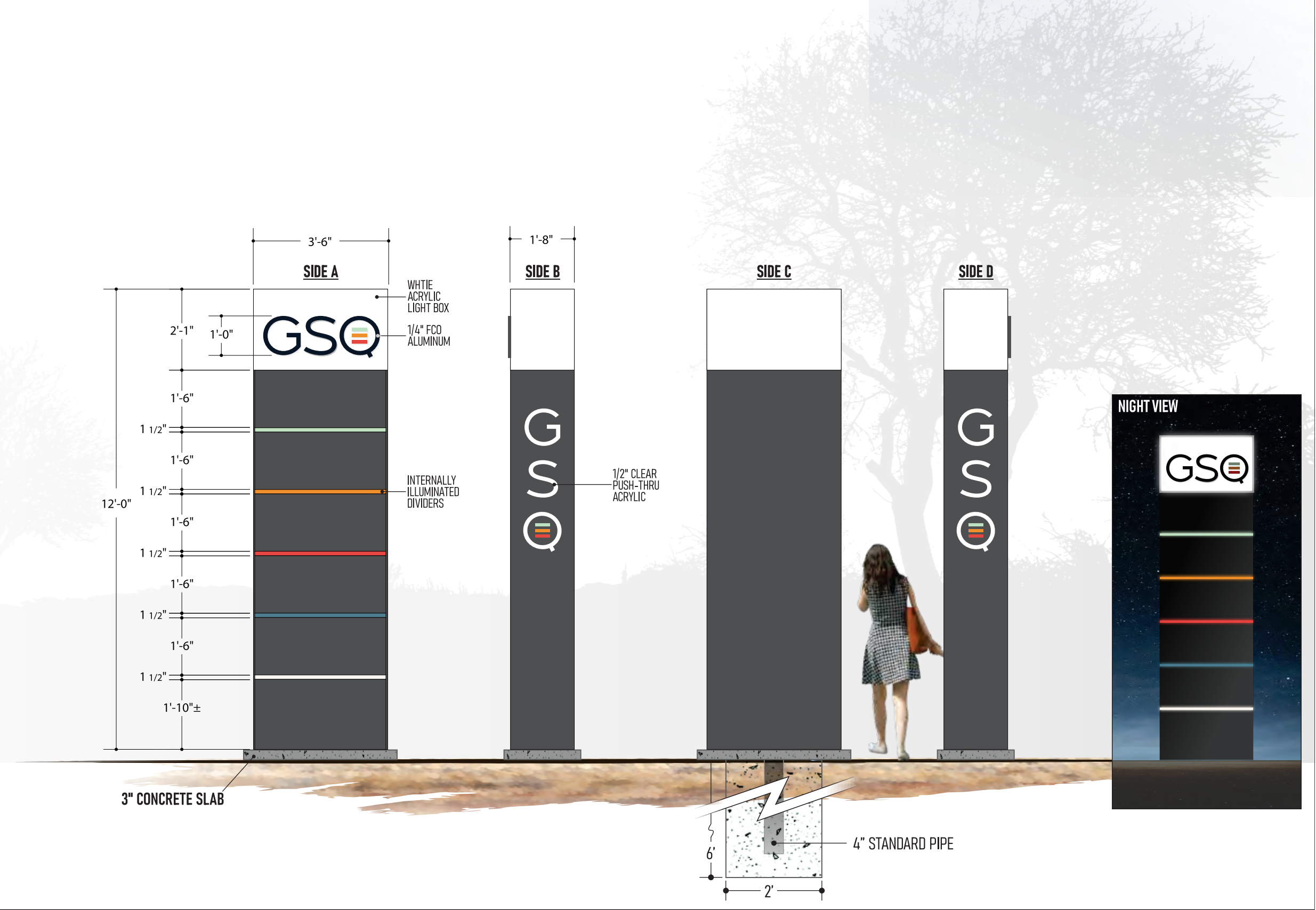
TENANT PANELS:  
Routed .125" Aluminum Tenant Faces with  
1/2" white push-thru plex  
- Individual tenant branding allowed, white only

REVEALS:  
White Acrylic Push-thru (push-thru sits flush to  
panel faces)  
- Translucent vinyl overlay (printed or 3M series  
3630 - to be determined)

ILLUMINATION:  
Internal white LED with in sign ballast

INSTALL:  
Onto ASA approved pipe and footer onto specified  
location as shown on map

NOTES  
All sign elements to be located out of any site  
visibility triangle

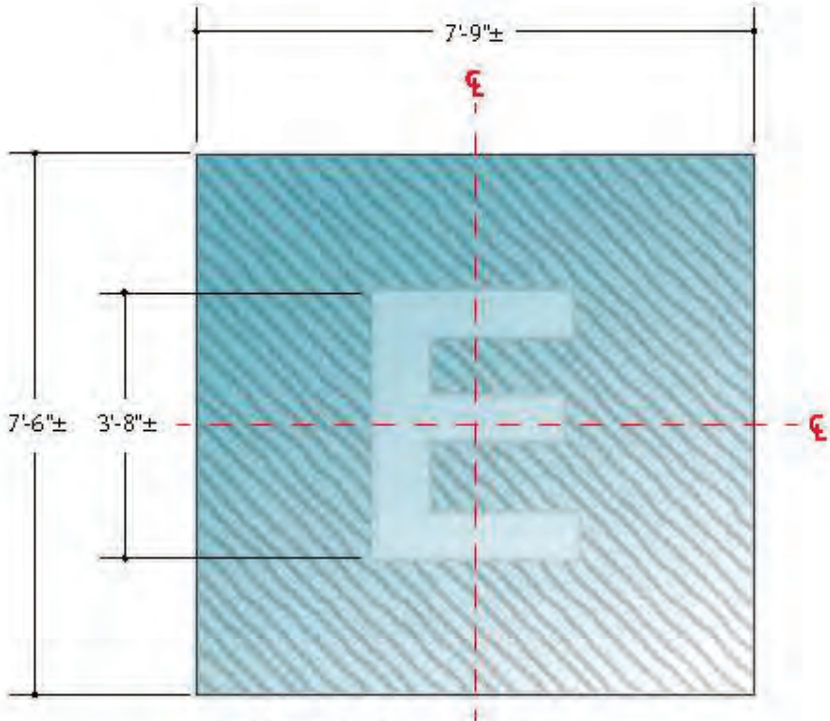
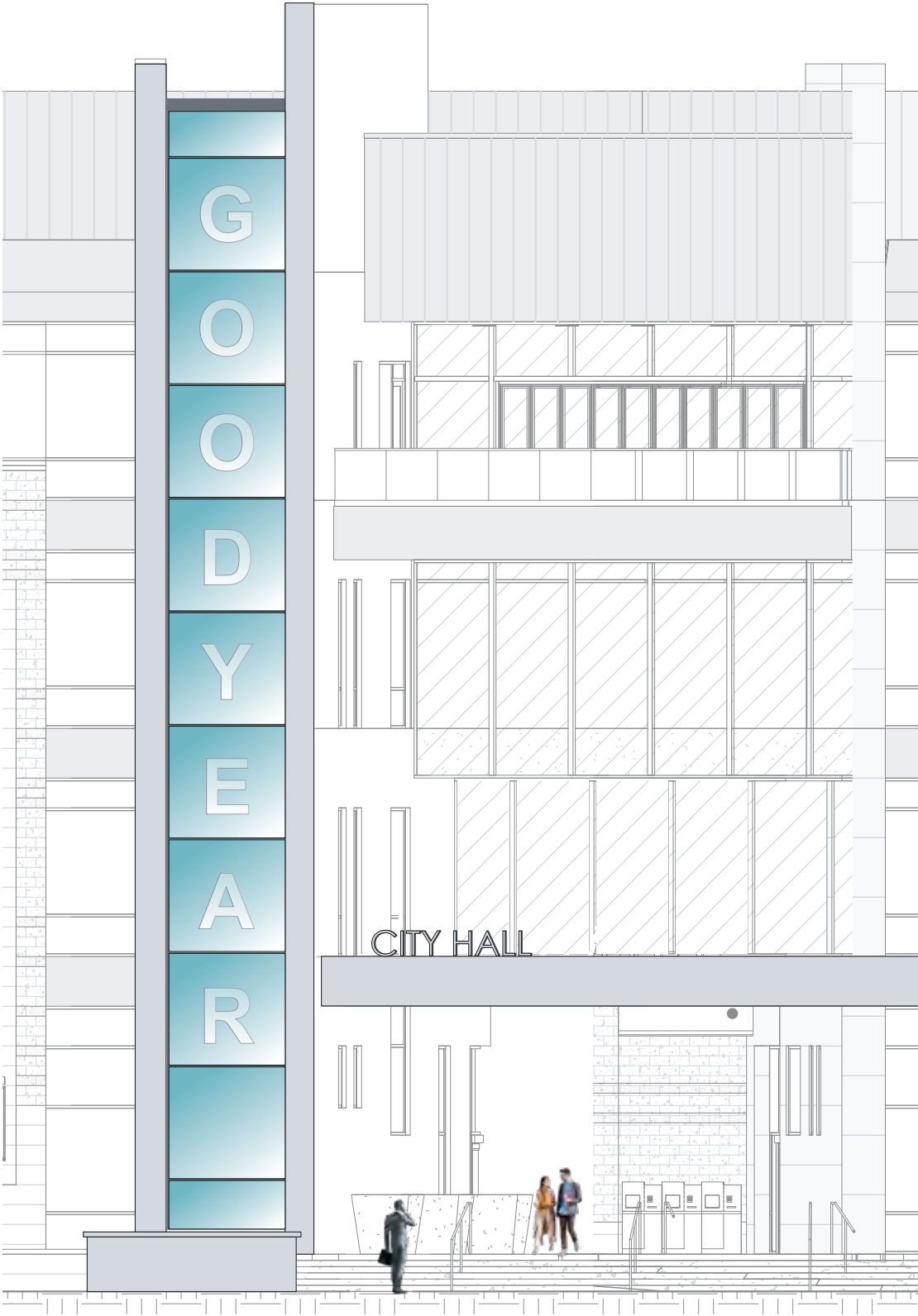


A-4: SECONDARY IDENTITY | TENANT MONUMENT

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

SIDE/SECTION VIEW

SIGN TYPE: **Ac-4x**  
GOODYEAR GLASS “SCRABBLE LETTERS”



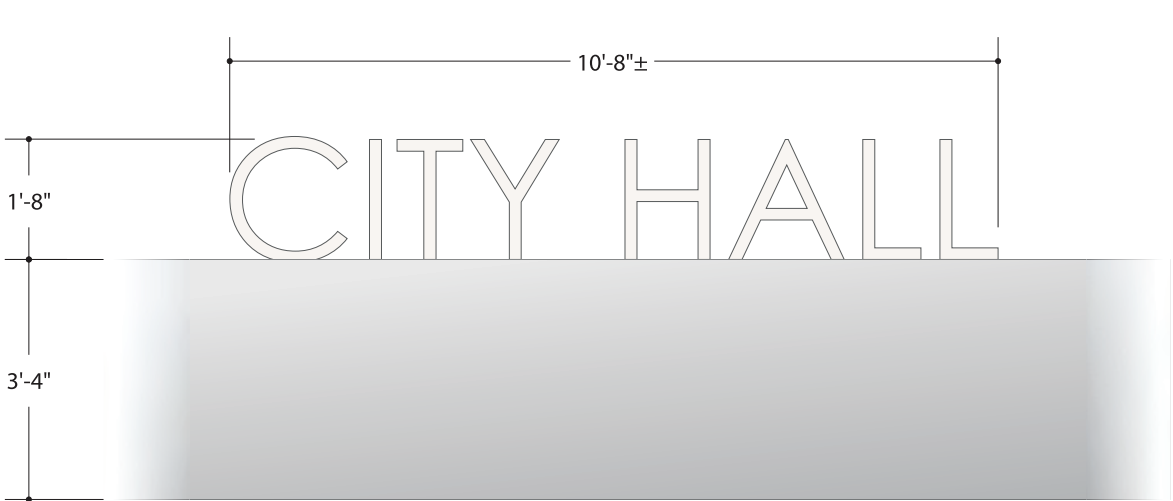
**Ac-4x:** GENERAL DIMENSIONS  
Scale: 3/8"=1'-0"

SIGN TYPE: **Ac-4x (BY OTHERS)**  
PRIMARY GOODYEAR BUILDING IDENTITY  
“SCRABBLE LETTERS”  
FONT: ARIAL BOLD

MATERIALS  
Back-lit architectural glass panels to be fritted,  
with letter areas to be smooth to provide subtle  
contrast - letters to be centered both horizontally  
and vertically

CONSTRUCTION  
Refer to Butler Design Group architectural  
drawings and specifications for all details

ILLUMINATION  
Back-lit behind panels (LED)

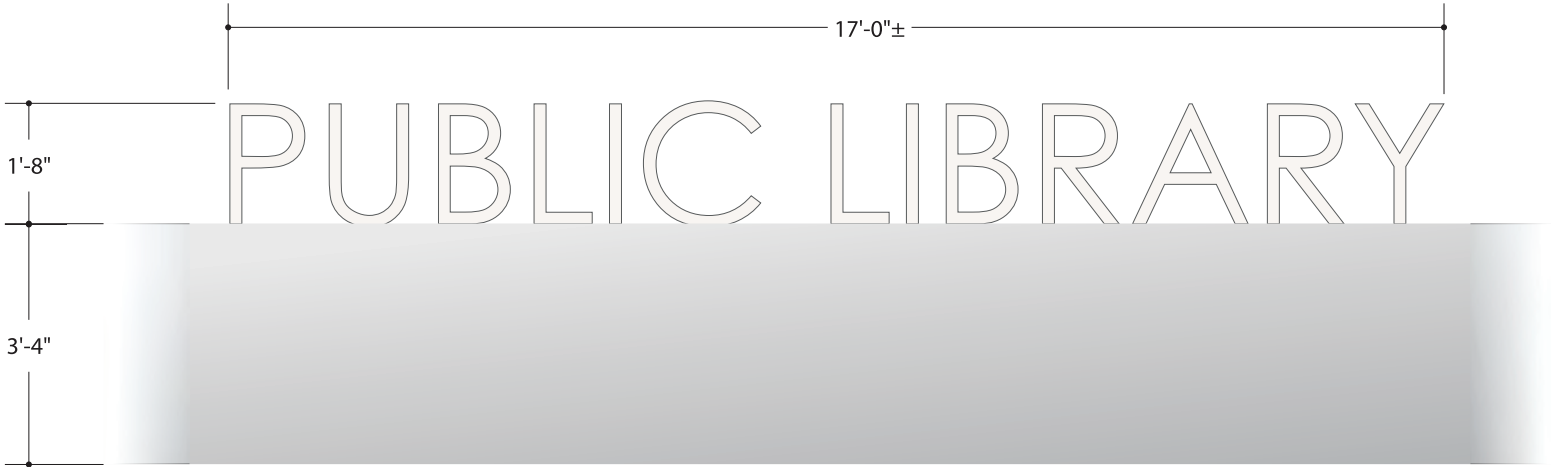


Ac-5x.1: CITY HALL CANOPY LETTERS

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



SIDE VIEW

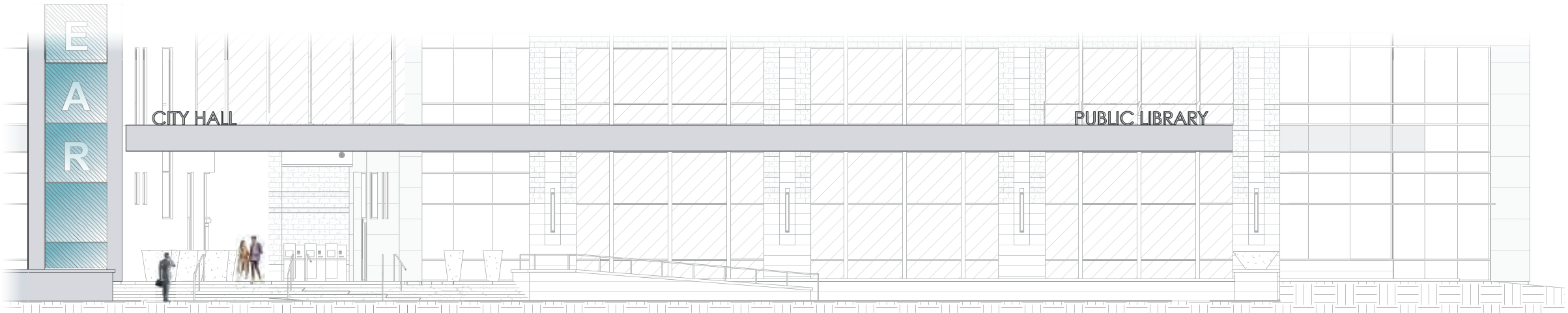


Ac-5x.2: PUBLIC LIBRARY CANOPY LETTERS

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



SIDE VIEW



Ac-5x.1 & Ac-5x.2: PRIMARY BUILDING IDENTITY

Scale: 1/16"=1'-0"

SIGN TYPE: **Ac-5x**  
PRIMARY BUILDING IDENTITY  
CANOPY MOUNTED LETTERS  
FONT: CENTURY GOTHIC

MATERIALS  
6 inch deep dimensional metal letters, face to match light natural finish from project color palette; letter returns to be painted dark grey

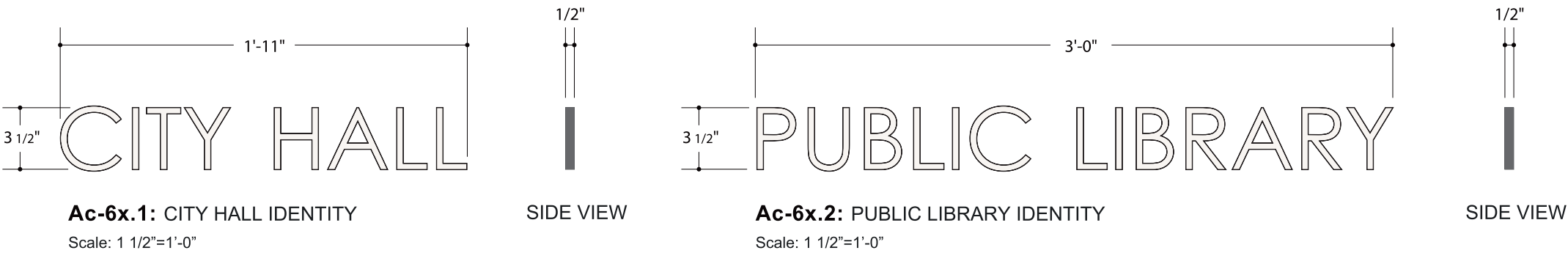
CONSTRUCTION  
Letters baseline mounted to front edge of radiused canopy that connects City Hall and Public Library building(s)

Refer to Butler Design Group architectural drawings and specifications for canopy details

ILLUMINATION  
Signs to be indirectly illuminated

NOTES  
Final locations to be determined after canopy review/verification in the field





SIGN TYPE: **Ac-6x**  
SECONDARY BUILDING IDENTITY  
GLASS/WALL MOUNTED LETTERS  
FONT: CENTURY GOTHIC

MATERIALS  
3 1/2 inch tall, 1/2 inch deep flat cut-out (FCO)  
letters applied to glass at right side of entry via  
adhesive as required

Letter face to match light natural finish from  
project color palette; letter returns and backs to  
be dark grey

CONSTRUCTION  
Baseline of copy to be mounted 6 feet above  
ground surface, and 4 inches from left window  
edge/mullion

ILLUMINATION  
Sign is non-illuminated or indirectly illuminated

NOTES  
Elevation shown is typical, and may need to be  
adjusted (stacked) depending on specific location

SIGN TYPE: **Ac-7x**  
CITY HALL & PUBLIC LIBRARY  
BUILDING INFORMATION  
FONT: CENTURY GOTHIC

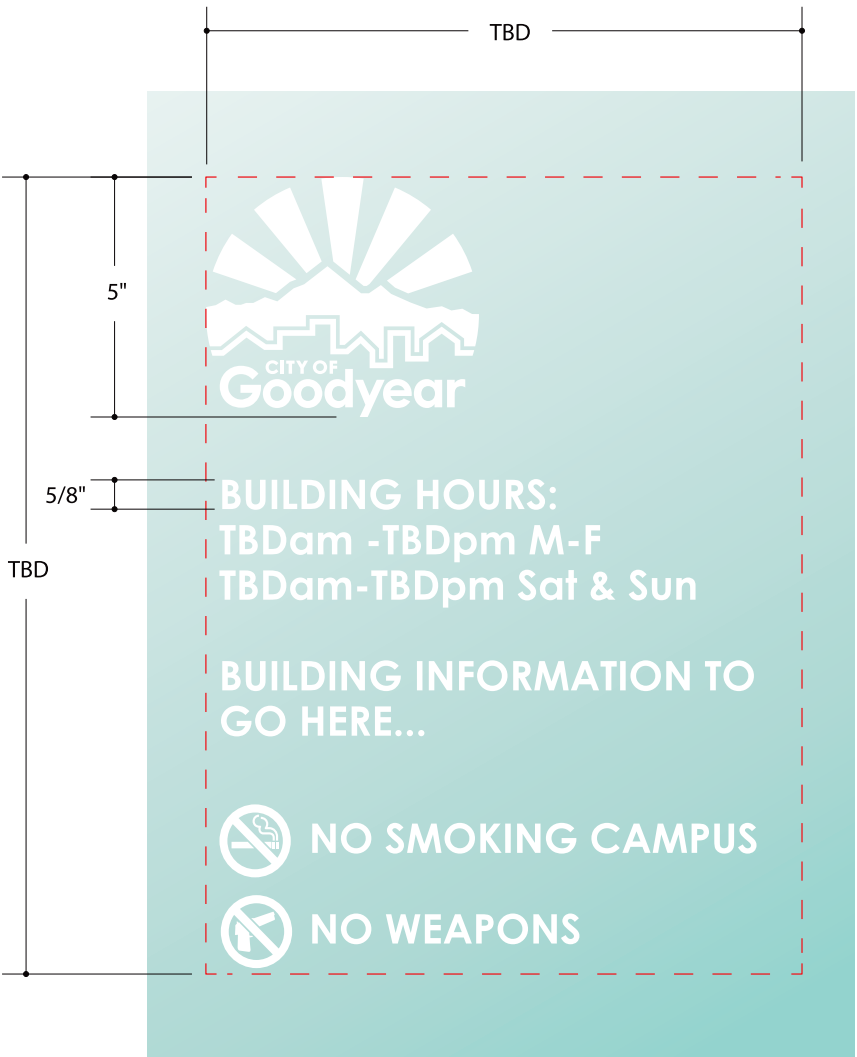
MATERIALS  
City of Goodyear logo, symbols, and information  
copy to be white or frosted vinyl applied first  
surface to glass at right side of entry

Information copy to have a cap height of 5/8 inch

Top of logo to be 5 feet above ground surface,  
and 4 inches from left window edge/mullion



**Ac-6x & Ac-7x : SECONDARY BUILDING IDENTITY & BUILDING INFORMATION**  
Scale: 1/2"=1'-0"



**Ac-7x: BUILDING INFORMATION**  
Scale: 3"=1'-0"

SIGN TYPE: **Ac-8xa**  
BUILDING ADDRESSING  
CITY HALL | PUBLIC LIBRARY

SIGN TYPE: **Ao-8xa**  
BUILDING ADDRESSING  
OFFICE  
FONT: CENTURY GOTHIC BOLD

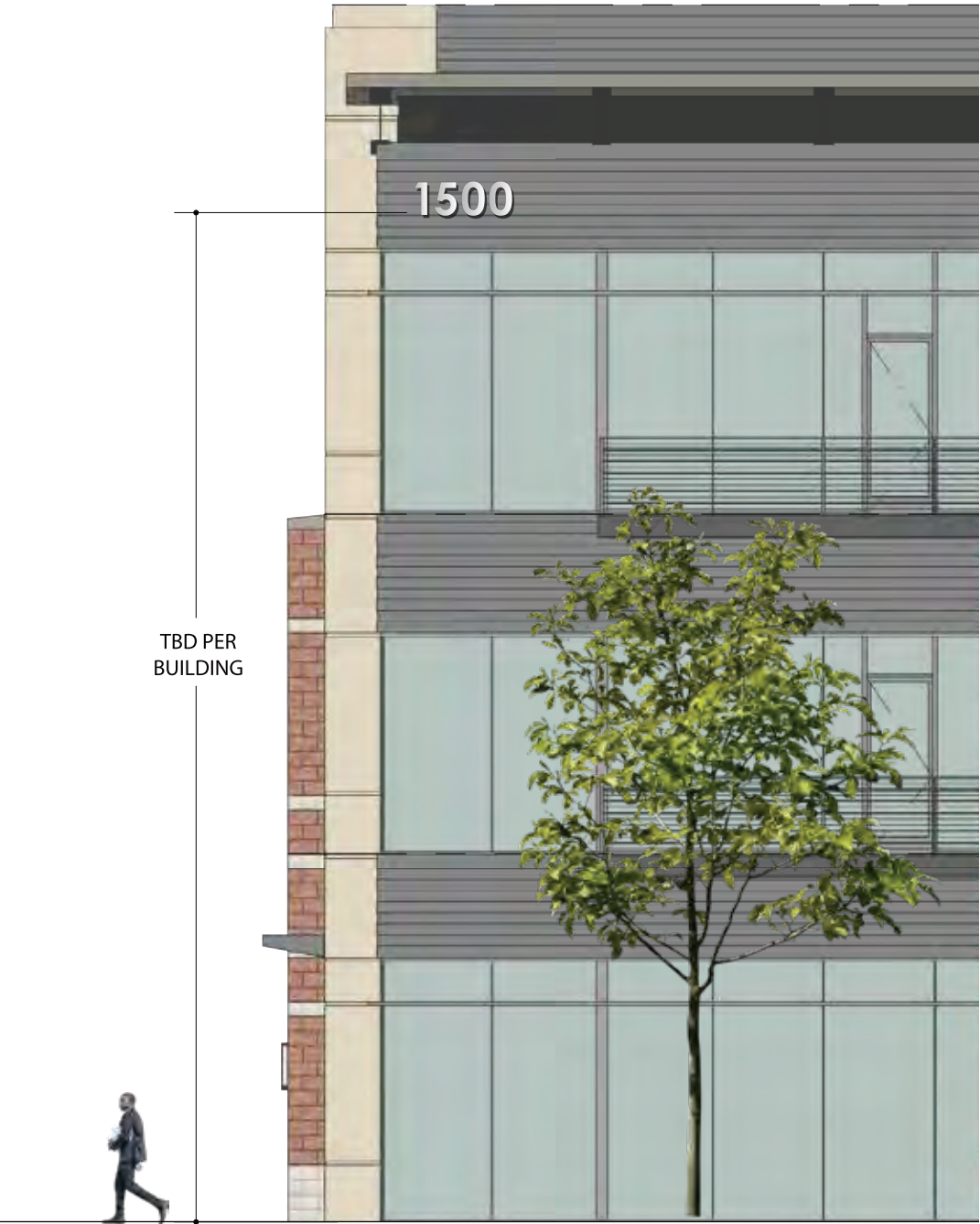
MATERIALS  
18 inch tall, 3 inch deep dimensional metal numerals - color to contrast with background on which it is placed (to be pulled from building specific architectural palette)

CONSTRUCTION  
Numerals attached to wall surface as required

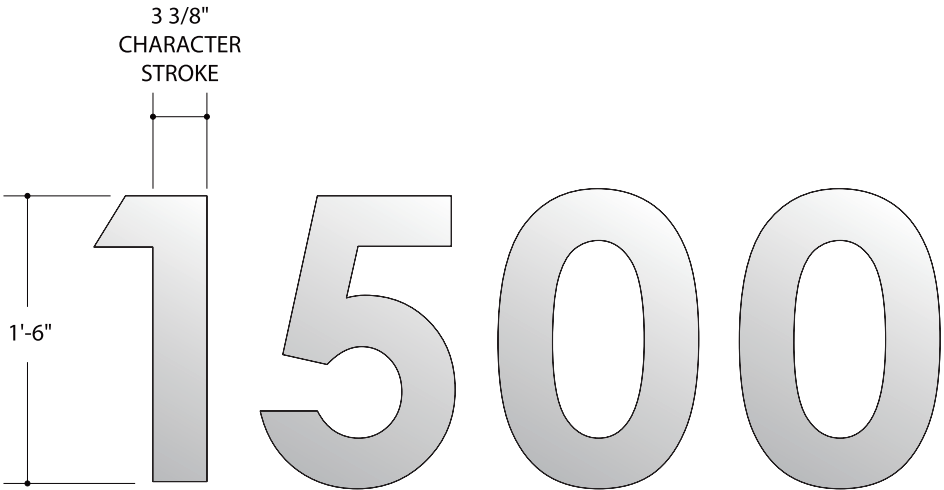
Locations to be on the upper portion of buildings, free of opbstruction, to allow optimal visibility for first responders

ILLUMINATION  
Signs to either be non-illuminted or halo illuminated

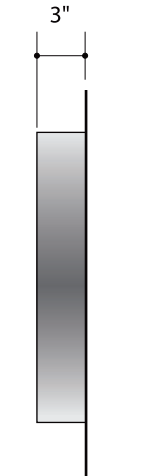
NOTES  
Elevation shown is typical - final locations to be approved on a building by building basis



**Ac-8xa & Ac-7x : SECONDARY BUILDING IDENTITY & BUILDING INFORMATION**  
Scale: 1/8"=1'-0"



**Ac-8xa & Ao-8xa: BUILDING ADDRESSING**  
Scale: 1"=1'-0"



SIDE VIEW

SIGN TYPE: **Ao-7x**  
SIGN TYPE: **Ac-8x**  
SIGN TYPE: **Ao-8x**

BUILDING INFORMATION | BUILDING ADDRESSING (AT DOOR)

SIGN TYPE: **Ao-7x**  
OFFICE BUILDING INFORMATION  
FONT: CENTURY GOTHIC

MATERIALS  
Symbols and information copy to be white or frosted vinyl applied first surface to glass at right side of entry

Information copy to have a cap height of 5/8 inch

Top of copy to be 5 feet above ground surface, and 4 inches from left window edge/mullion

NOTES  
Elevation shown is typical and may change per any specific entry location

SIGN TYPE: **Ac-8x & Ao-8x**  
BUILDING ADDRESSING (AT DOOR)  
FONT: CENTURY GOTHIC

MATERIALS  
6 inch tall, 1/2 inch deep flat cut-out (FCO) letters - to match light natural finish from project color palette; letter returns and backs to be dark grey

All signs to be centered vertically and horizontally in the designated space above doorway

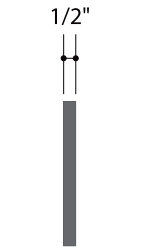
CONSTRUCTION  
Letters applied to glass above entry via adhesive as required

ILLUMINATION  
Sign is non-illuminated or indirectly illuminated

NOTES  
Elevation shown is typical and may change per any specific entry location



**Ac-8x/Ao-8x:** BUILDING ADDRESSING (AT DOOR)  
Scale: 1 1/2"=1'-0"



SIDE VIEW



**Ao-7x & Ac-8x/Ao-8x:** OFFICE BUILDING INFORMATION & BUILDING ADDRESSING  
Scale: 1/2"=1'-0"



**Ao-7x:** OFFICE BUILDING INFORMATION  
Scale: 3"=1'-0"



OFFICE BUILDING TENANT IDENTIFICATION



HALO ILLUMINATION



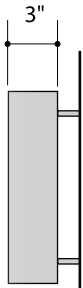
Ao-11x.1: TENANT IDENTIFICATION - UPPER LEVEL

Scale: 1"=1'-0"

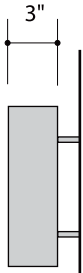


Ao-11x.2: TENANT IDENTIFICATION - FIRST LEVEL

Scale: 1"=1'-0"



SIDE VIEW



SIDE VIEW

SIGN TYPE: **Ao-11x**  
OFFICE BUILDING TENANT IDENTIFICATION  
FONT: PER TENANT STANDARDS

MATERIALS  
Reverse pan-channel silver metal letter  
construction with 3 inch returns

Sign face and return color to contrast with  
background on which it is placed - colors to be  
pulled from building specific architectural palette

CONSTRUCTION  
Letters | Logo to be pin mounted 1 1/2 inch off of  
wall surface to provide for halo illumination (via  
LED)

Upper level signage (Ao-11x.1) to be  
80% of the sign band height and width.  
First level signage (Ao-11x.2) to be  
80% of the sign band height and width.  
No letter height limitations.

ILLUMINATION  
Halo illumination (LED)

NOTES  
Elevation shown is typical - final locations to be  
approved on a building by building basis

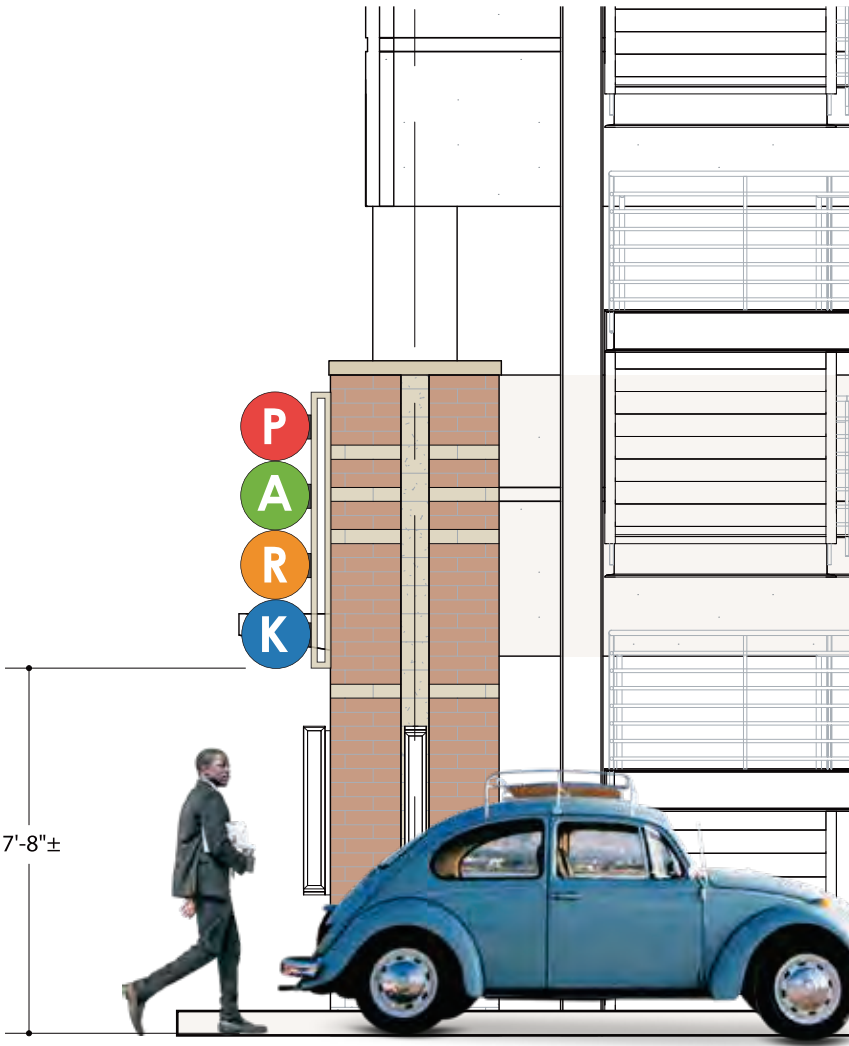
All signs to be centered vertically and horizontally  
in the designated architectural space provided.



Ao-11x & Ao-11x.2 : OFFICE BUILDING TENANT IDENTIFICATION  
SINGLE LINE | LOGO  
Scale: 1/8"=1'-0"

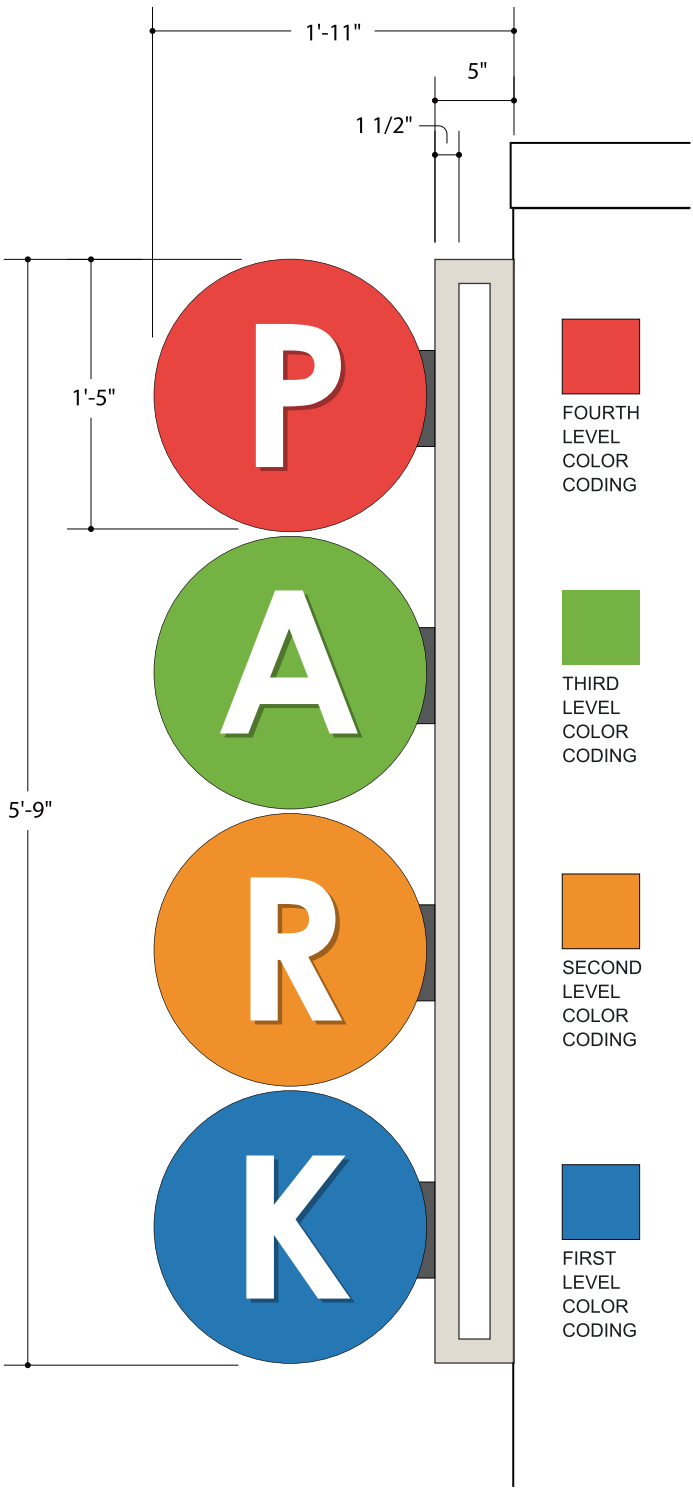


Ao-11x & Ao-11x.2 : OFFICE BUILDING TENANT IDENTIFICATION  
DOUBLE LINE OR LOGO  
Scale: 1/8"=1'-0"



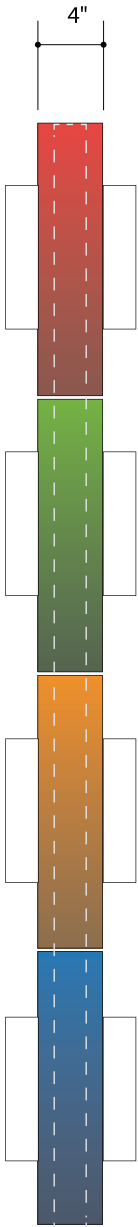
Ag-4x: PARKING GARAGE IDENTITY

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



Ag-4x: PARKING GARAGE IDENTITY

Scale: 1"=1'-0"



SIDE VIEW

SIGN TYPE: **Ag-4x**  
PARKING GARAGE IDENTITY  
FONT: CENTURY GOTHIC BOLD

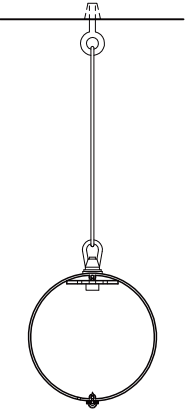
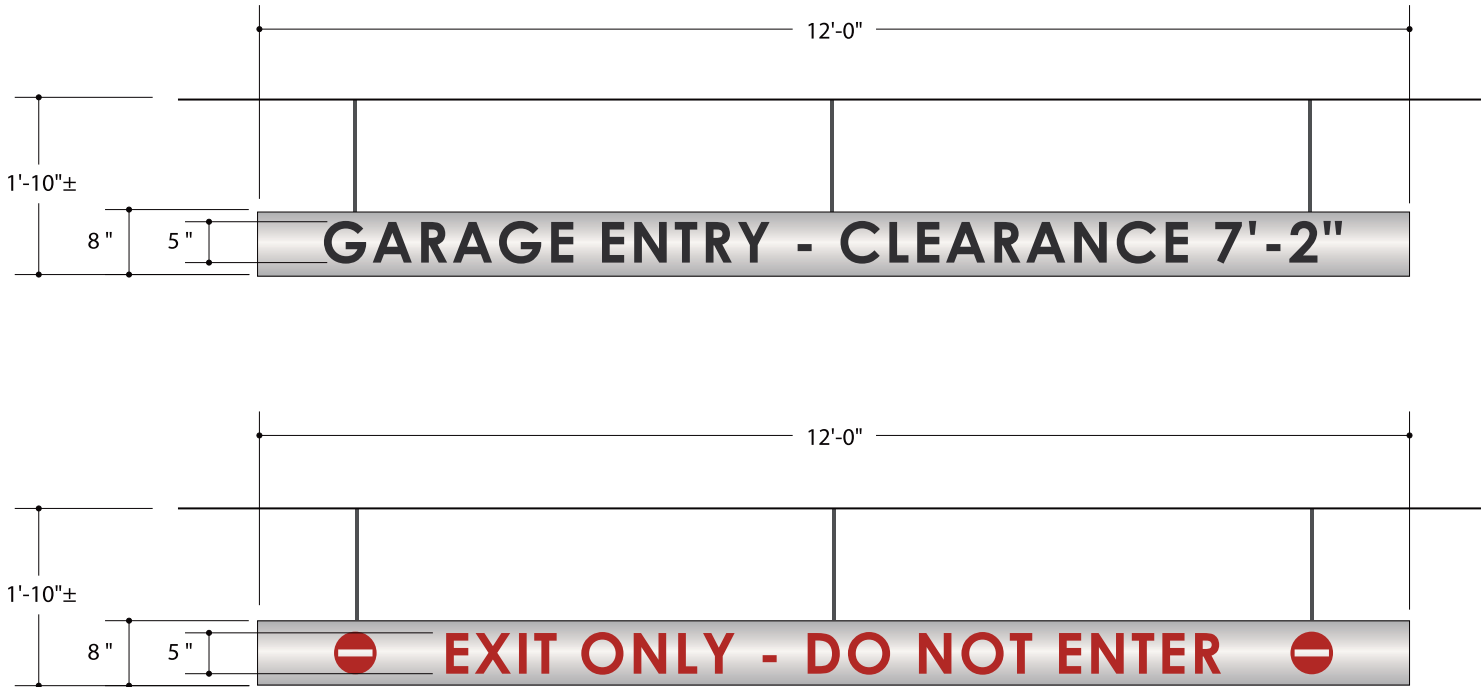
MATERIALS  
4 inch deep internally illuminated light box cylinders with 2" deep FCO white plex (or pan channel) letters attached to face as required

CONSTRUCTION  
Paint prefinished metal tube support structure anchored to masonry column as required, avoiding all light structures - color to match light/neutral masonry block for consistency

Plex cylinders attached to metal support structure as required

ILLUMINATION  
Internal illumination (LED)

NOTES  
Elevation shown is typical - final locations to be approved based on individual garage entry



SIDE VIEW

Ag-11x: PARKING GARAGE CLEARANCE  
Scale: 1/2"=1'-0"

SIGN TYPE: **Ag-11x**  
PARKING GARAGE CLEARANCE  
FONT: CENTURY GOTHIC BOLD

MATERIALS | CONSTRUCTION  
8 inch by 12 foot long extruded prefinished metal tube with weep holes and 1/8" metal end cap (each end)

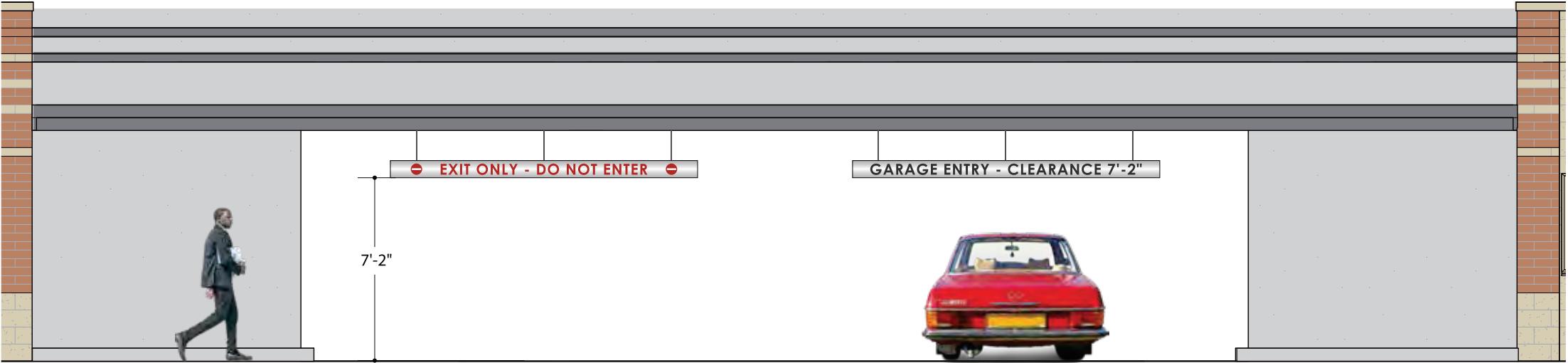
Stainless steel cable supports as required

Scotchlite reflective vinyl letters and symbols over metal tube

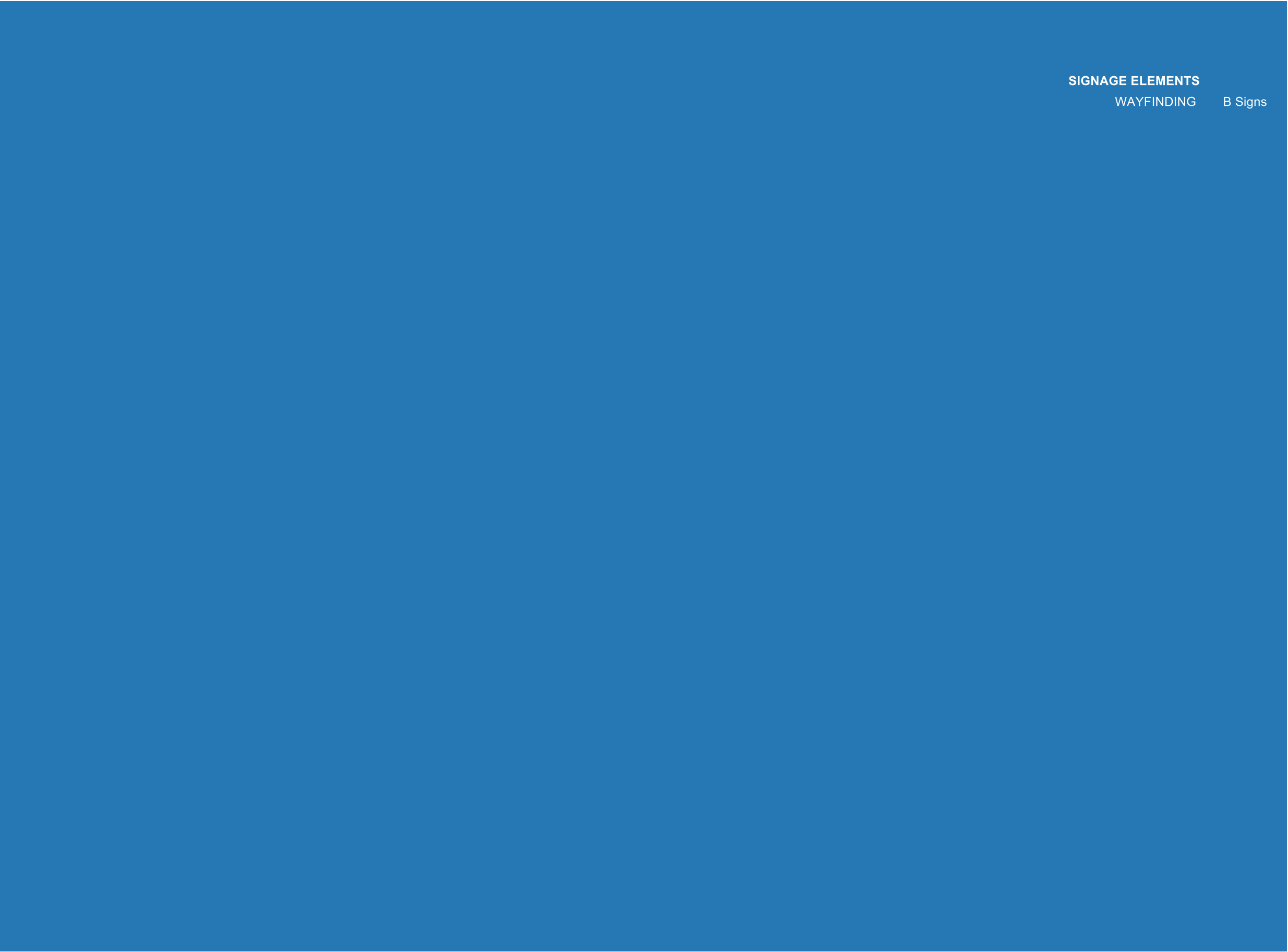
ILLUMINATION  
Signs are non-illuminated

NOTES  
Elevation shown is typical - final locations to be approved based on individual garage entry/exit

Attachment locations to be determined via final garage plan review and field verification



Ag-11x: PARKING GARAGE CLEARANCE  
Scale: 3/16"=1'-0"



SIGNAGE ELEMENTS

WAYFINDING

B Signs

SECTION 005.2

005.2.1 thru 005.2.4



SIGN TYPE: B-1  
SIGN TYPE: B-2

SITE DIRECTIONALS - VEHICULAR

SIGN TYPE: B-1 & B-2  
VEHICULAR DIRECTIONALS  
LOCATION: VEHICULAR DECISION POINTS  
FONT: CENTURY GOTHIC BOLD

MATERIALS  
Paint prefinished metal sign structure - finish to match light natural finish from project color palette

CONSTRUCTION  
Breakformed metal panels color coded for various destinations - colors used to be from project color standards - color designation for areas TBD

Panels to break around structure on left side and acnhor to edge - right side to anchor through panel face - sign to be single or double sided

Copy and arrows to be applied vinyl that contrasts with background color (use of reflective vinyl TBD)

Elevations shown are typical - final messaging dependent on detemined destination nomenclature (copy height and layout may change based on messaging)

Sign footings/anchoring as required by specific location and hardscape conditions

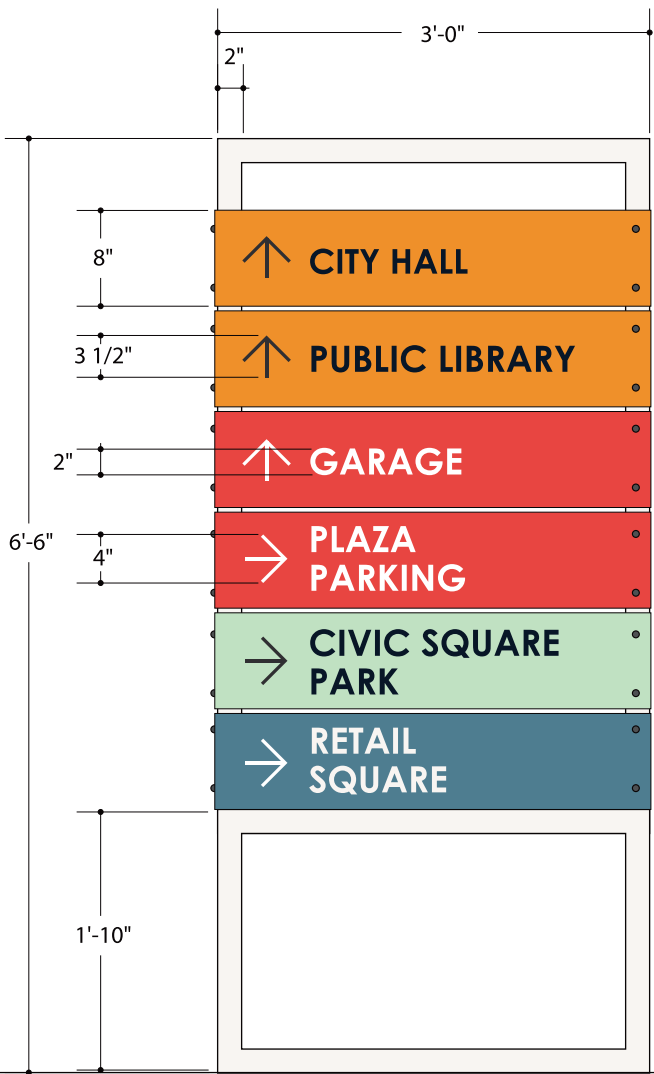
ILLUMINATION  
Signs are non-illuminated

NOTES  
Two (2) size options are available based on messaging needs

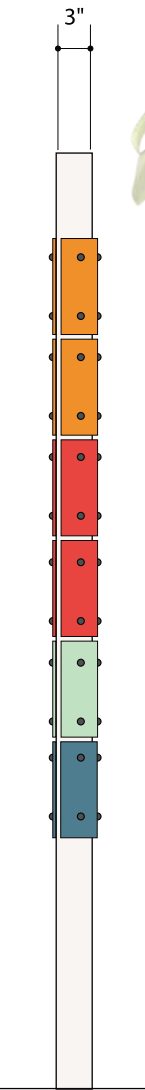
If determined that any sign is located in an area with inadequate ambient or indirect illumination at night, all signs shall utilize reflective vinyl to display information (method TBD)



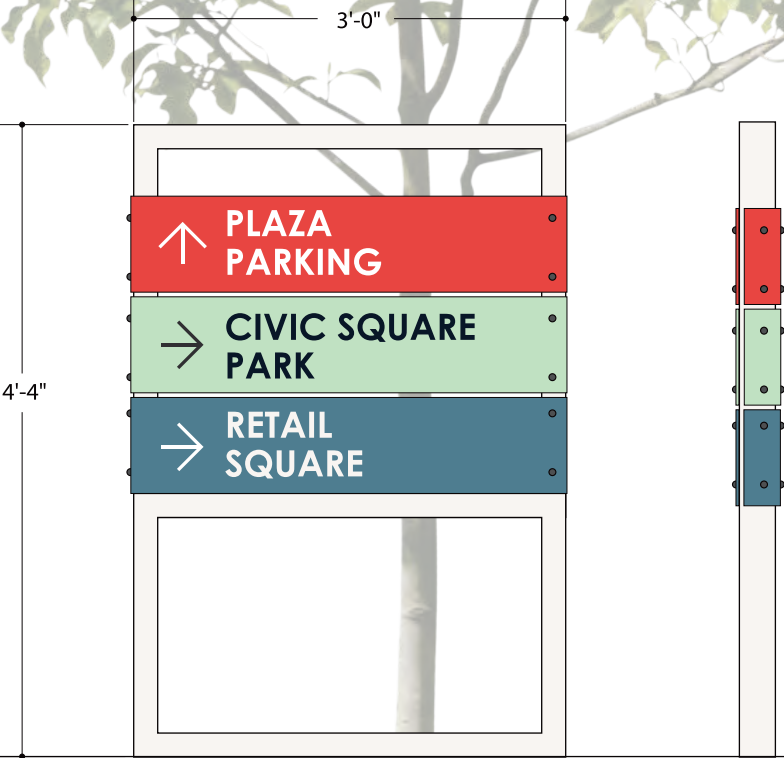
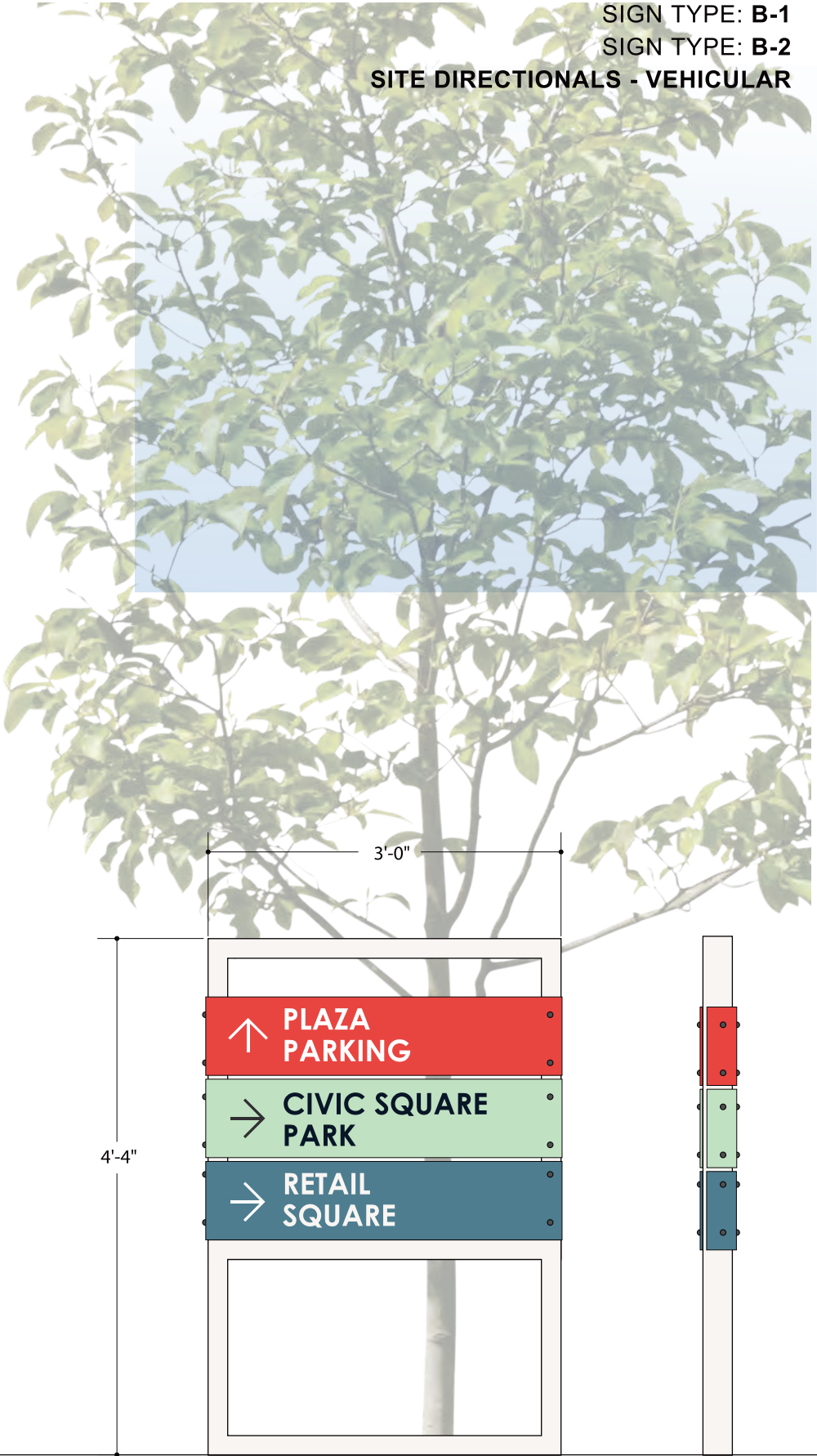
TOP VIEW



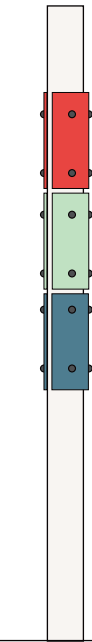
B-1: PRIMARY VEHICULAR DIRECTIONAL  
Scale: 3/4"=1'-0"



SIDE VIEW



B-2: SECONDARY VEHICULAR DIRECTIONAL  
Scale: 3/4"=1'-0"



SIDE VIEW

SIGN TYPE: B-3

SIGN TYPE: B-4

SITE DIRECTIONALS - PEDESTRIAN

SIGN TYPE: B-3 & B-4  
PEDESTRIAN DIRECTIONALS  
LOCATION: PEDESTRIAN DECISION POINTS  
FONT: CENTURY GOTHIC BOLD

MATERIALS  
Custom paint prefinished metal sign structure -  
finish to match light natural finish from project  
color palette

CONSTRUCTION  
Breakformed metal panels color coded for  
various destinations - colors used to be from  
project color standards - color designation for  
areas TBD

Panels to wrap/break on left side and anchor into  
the sign post structure - panel messaging to be  
single or double sided

Copy and arrows to be applied vinyl that  
contrasts with background color

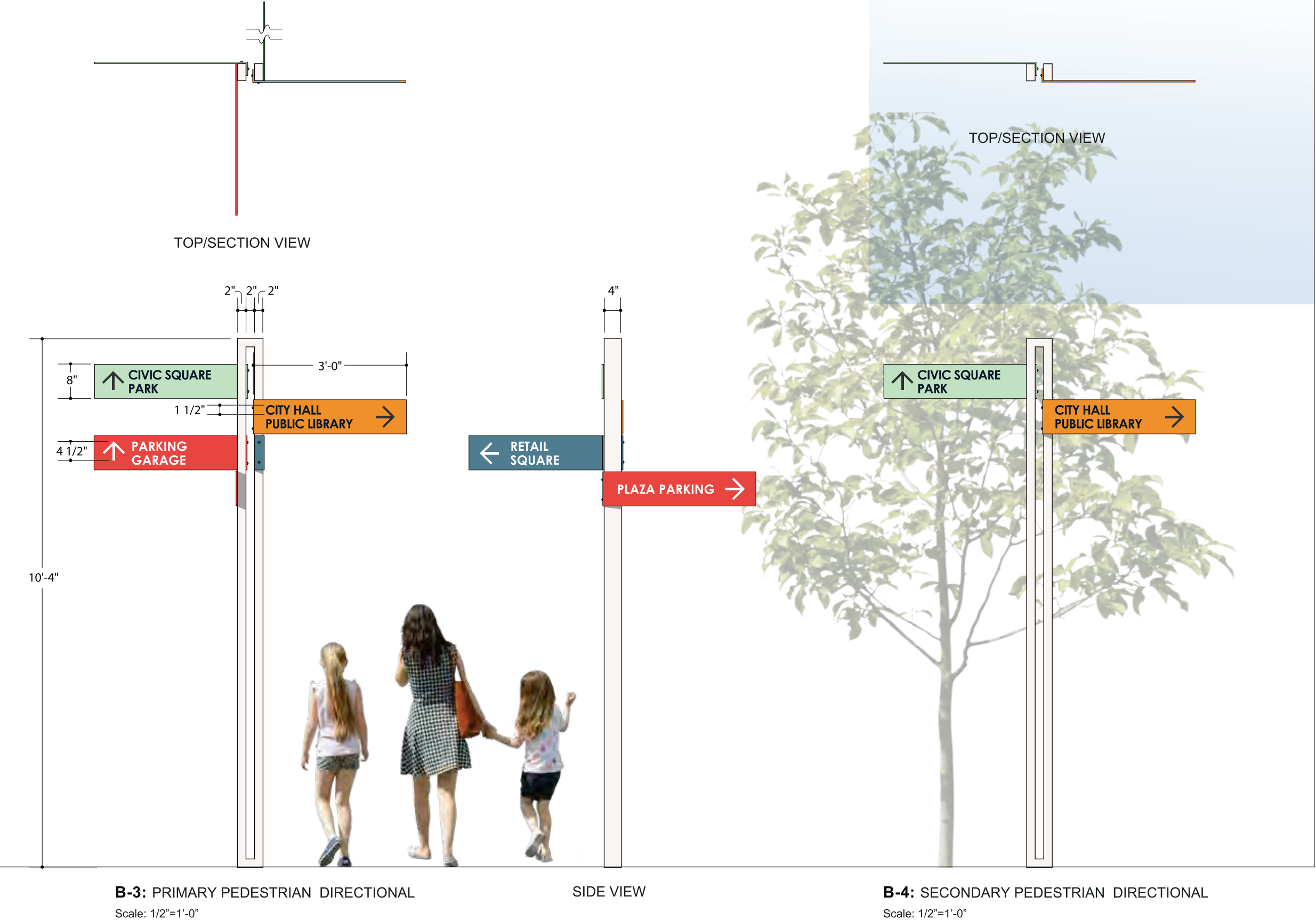
Elevations shown are typical - final messaging  
dependent on detemined destination  
nomenclature (copy height and layout may  
change based on messaging)

Sign footings/anchoring as required by specific  
location and hardscape conditions

ILLUMINATION  
Signs are non-illuminated

NOTES  
Two (2) options are available based on  
messaging needs  
  
If determined that any sign is located in an area  
with inadequate ambient or indirect illumination at  
night, all signs shall utilize reflective vinyl to  
display information (method TBD)

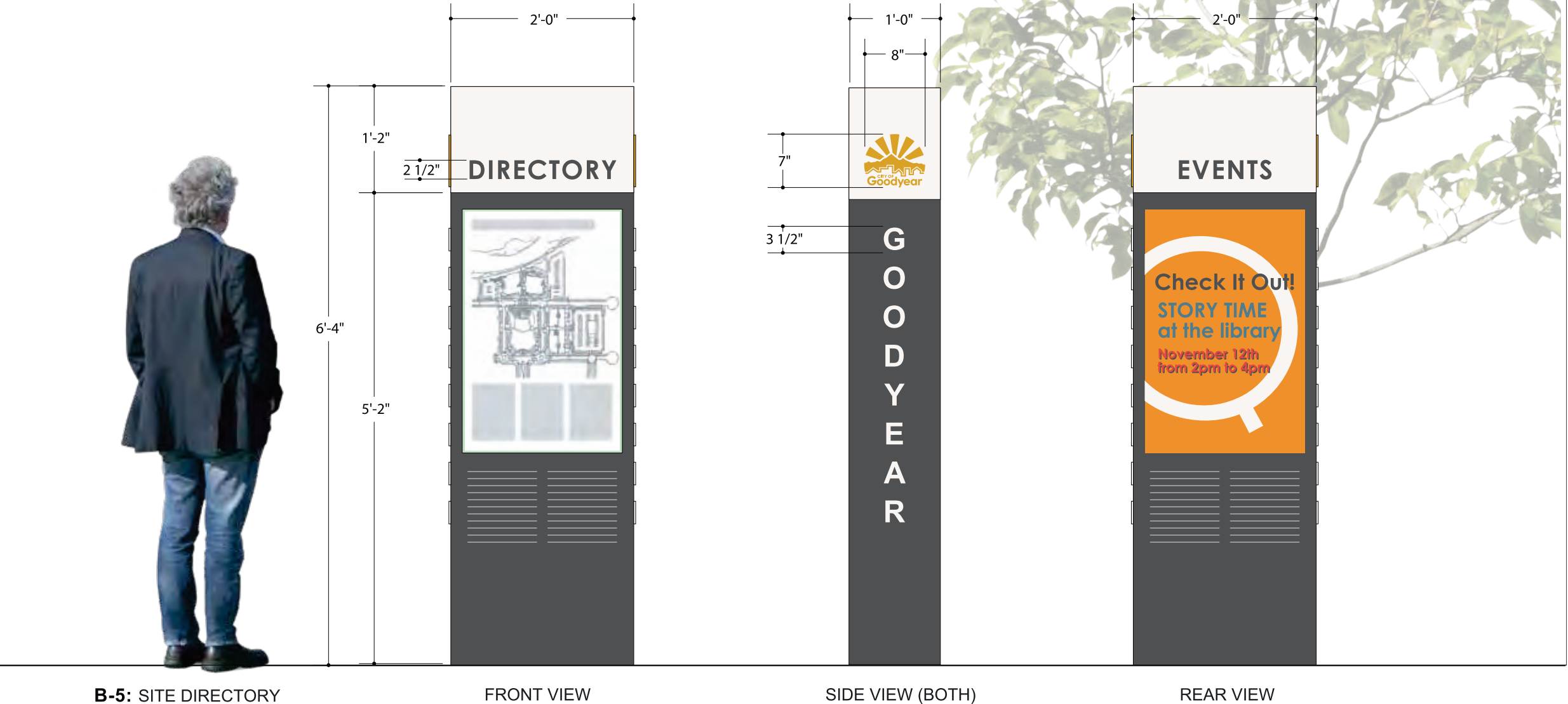
City of Goodyear to provide locations for park  
area only







LIGHT BOX EXAMPLE - NIGHT VIEW



SIGN TYPE: **B-5**  
SITE DIRECTORY  
LOCATION: KEY PEDESTRIAN AREAS

**MATERIALS**  
Paint prefinished metal constructed monument sign with up to five (5) tenant panels - painted project black

**CONSTRUCTION**  
Seamless light box identification cabinet at top with 1/2 inch deep flat cut-out (FCO) metal/plex identification, and City of Goodyear logo, flush mounted to face - font is Century Gothic Bold

Routed paint prefinished metal side panels with 1/4 inch push-thru white plex GOODYEAR copy - font is Arial Bold

Directory to be a digital display - style, function, and size to be determined upon unit selection (display type and manufacturer to be selected by City of Goodyear and/or client)

Back of sign, currently noted as EVENTS to either be digital display or standard hinge cabinet to allow for event postings (TBD)

Sign footings/anchoring as required by specific location and hardscape conditions

**ILLUMINATION**  
Internally illuminated (LED)

**NOTES**  
Sign structure to have sufficient ventilation to house digital display(s) - per selected display manufacturer specifications



LIGHT BOX EXAMPLE - NIGHT VIEW

SIGN TYPE: **Bo-6 & Bo-7**  
OFFICE BUILDING DIRECTORY  
LOCATION: OFFICE DRIVES & PARKING  
AREAS INTERIOR OF PROJECT

MATERIALS  
Paint prefinished metal constructed monument  
sign with up to four (4) tenant panels - painted  
project black

CONSTRUCTION  
Seamless light box identification cabinet at top  
with 1/4 inch deep flat cut-out (FCO) metal/plex  
identification flush mounted to face - colors to  
match GEN1 project standard color palette

Routed paint prefinished metal tenant panels with  
1/4 inch push-thru white plex logo/copy -  
design/layout per tenants brand/corporate  
standards

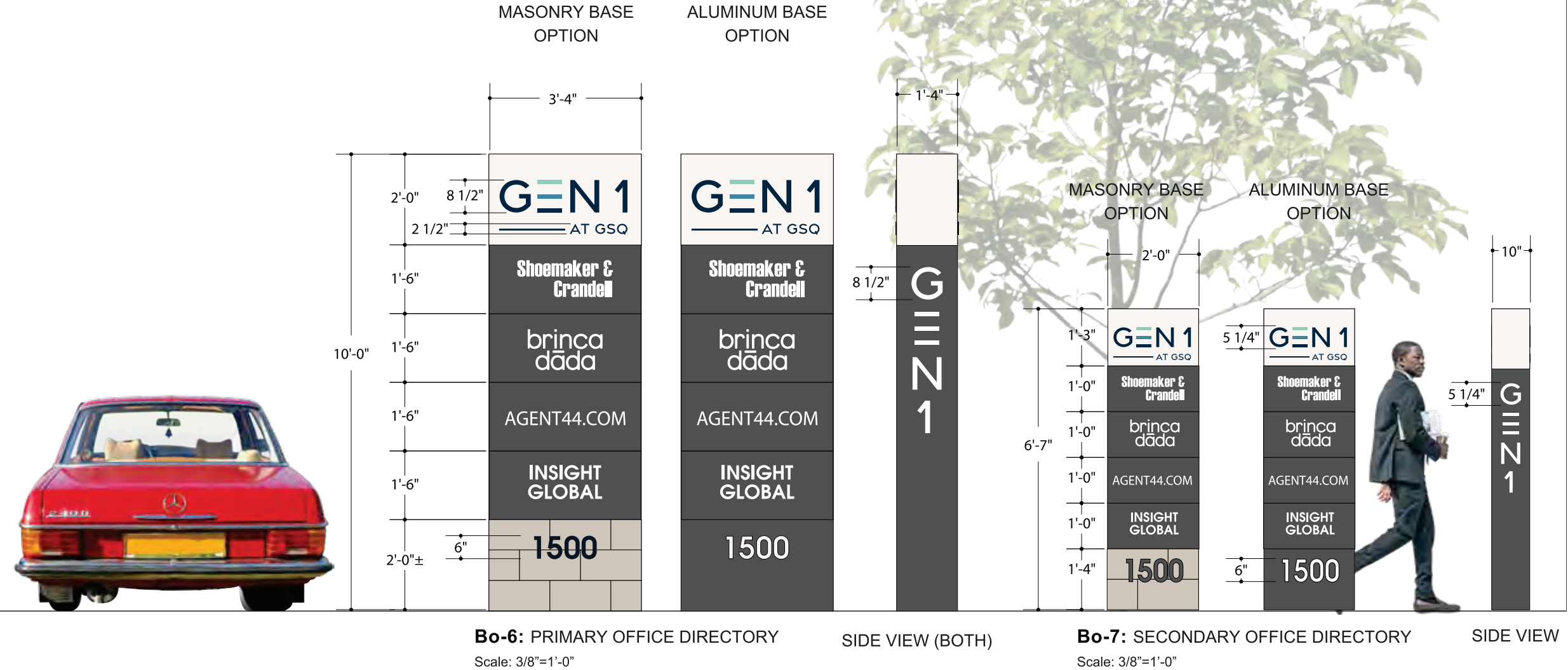
Routed aluminum side panels with 1/4 inch  
push-thru white plex GEN1 identification  
vertically oriented

Sign footing as required through engineering

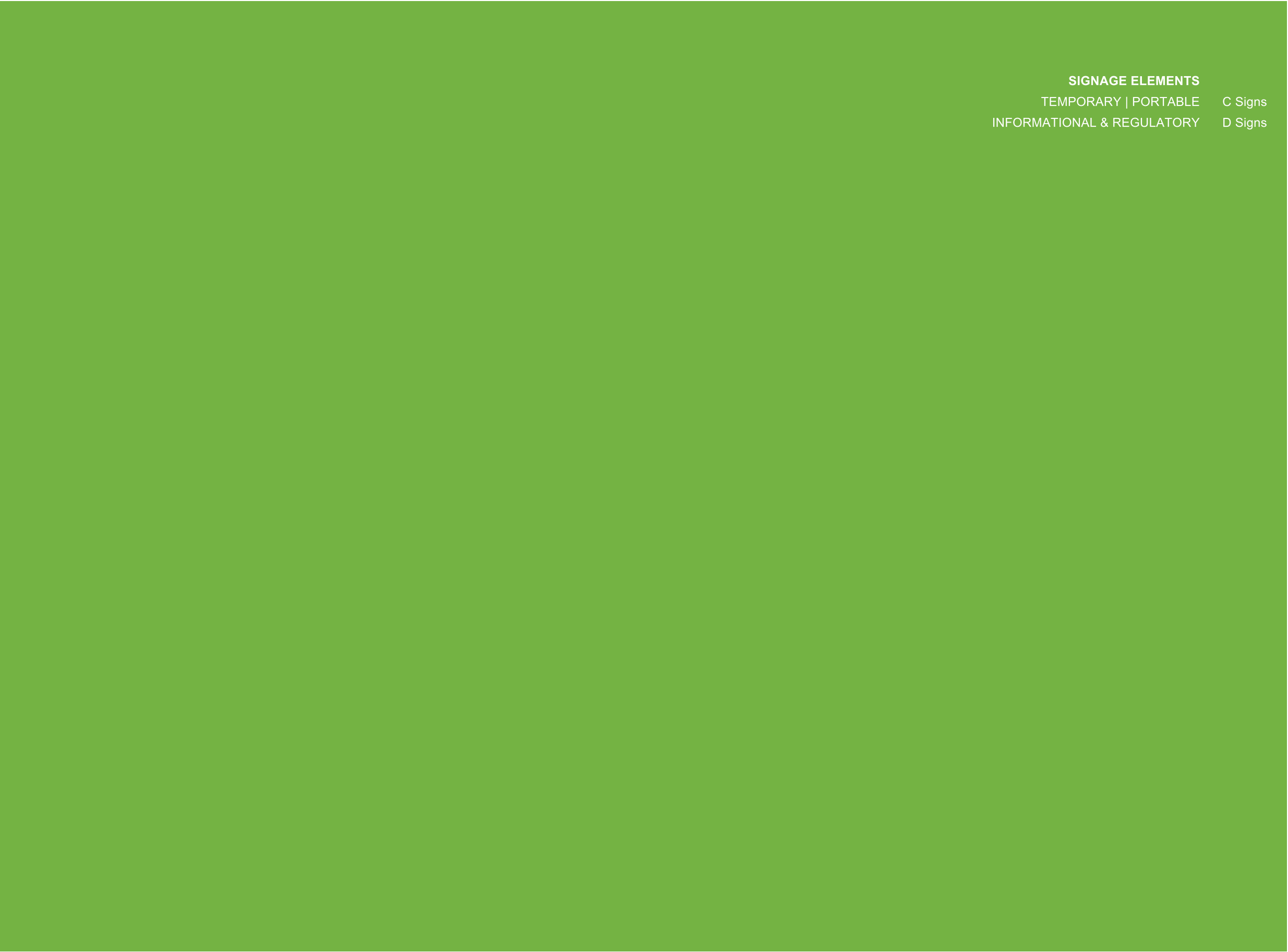
ILLUMINATION  
Internally illuminated (LED)

NOTES  
Two (2) base options available - one to match  
architectural materials; one to be aluminum to  
match sign structure

All sign elements to be located out of any site  
visibility triangle

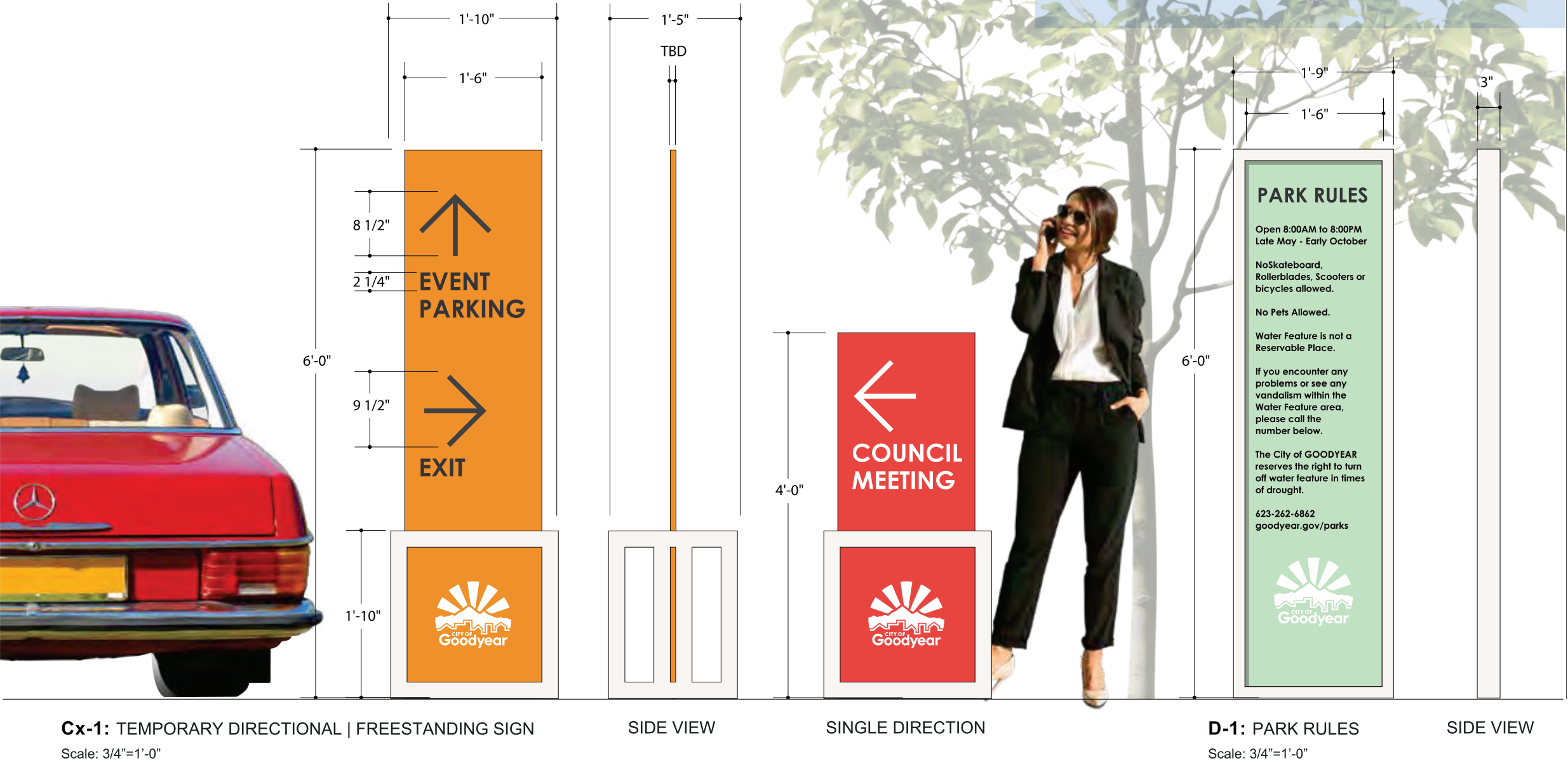






SIGNAGE ELEMENTS  
TEMPORARY | PORTABLE C Signs  
INFORMATIONAL & REGULATORY D Signs

SECTION 005.3  
005.3.1  
005.3.1 thru 005.3.5



SIGN TYPE: **Cx-1**  
TEMPORARY DIRECTIONAL |  
FREESTANDING SIGN  
LOCATION: AS NEEDED  
FONT: CENTURY GOTHIC BOLD

MATERIALS | CONSTRUCTION  
Custom 2 inch tube paint prefinished metal base  
structure - finish to match light natural finish from  
project color palette

Directional or specialized panels to be inserted  
into metal base (panel material TBD) with applied  
vinyl or digitally printed information

City of Goodyear logo applied to bottom of panel  
and is to appear centered in base structure  
opening - logo to be white reflective vinyl

ILLUMINATION  
Signs are non-illuminated

NOTES  
Two (2) size options are available based on  
double or single messaging messaging needs -  
custom panels may be created for specific events

SIGN TYPE: **D-1**  
PARK RULES  
LOCATION: AT PARK ENTRIES  
FONT: CENTURY GOTHIC BOLD

MATERIALS | CONSTRUCTION  
Custom 1 1/2 inch tube aluminum sign structure -  
finish to match architectural palette and/or other  
project signage - information panel to be inset  
into structure

Current copy is a placeholder - final copy size  
and layout to be finalized when content is  
provided

ILLUMINATION  
Sign is non-illuminated



SIGN TYPE: **D-2**  
REGULATORY SIGNS  
LOCATION: AS NEEDED (BY OTHERS)

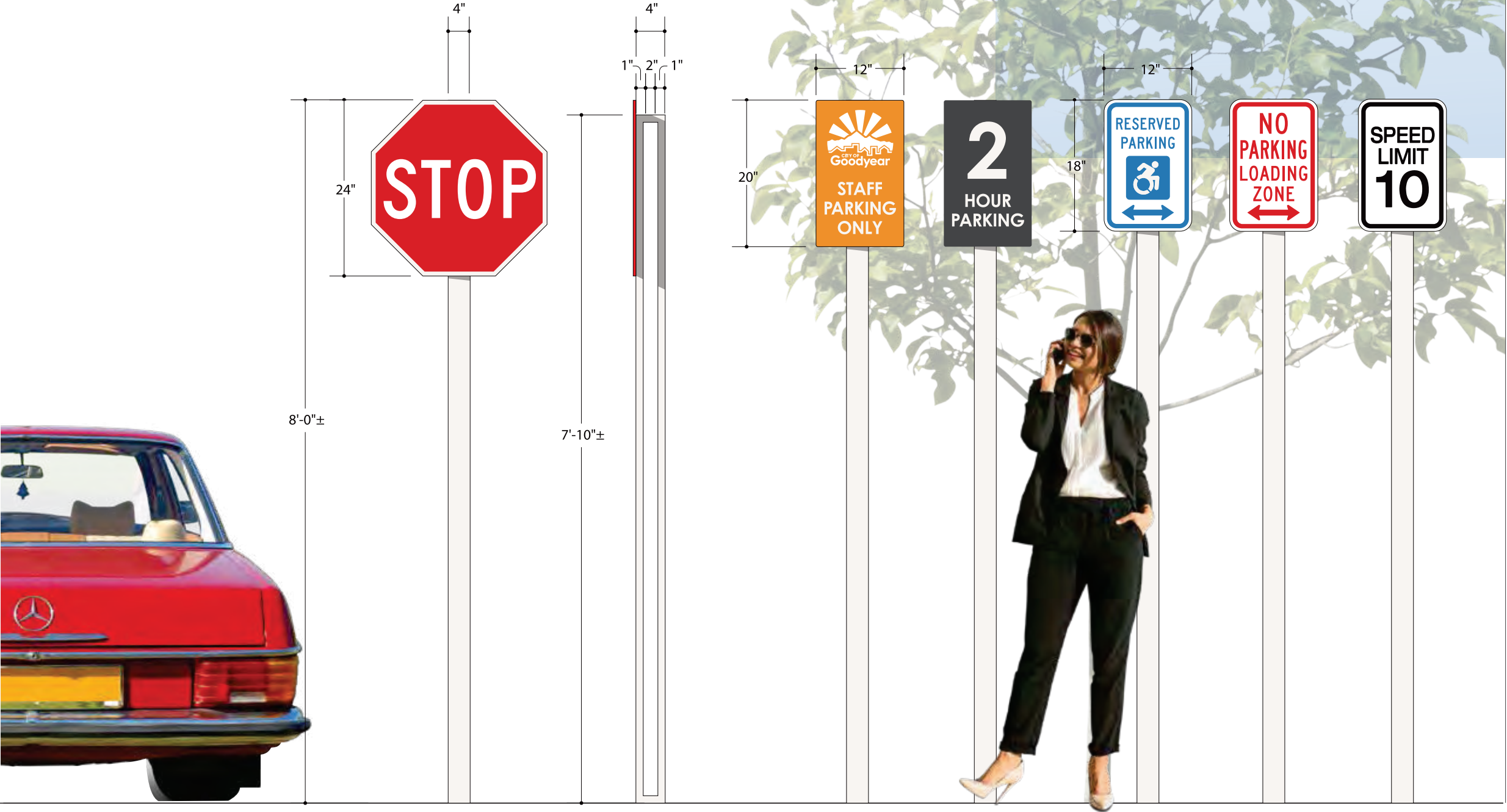
MATERIALS | CONSTRUCTION  
Custom paint prefinished metal sign structure -  
finish to match light natural finish from project  
color palette

Panels applied to custom structure as required

Sign footings/anchoring as required by specific  
location and hardscape conditions

ILLUMINATION  
Signs are non-illuminated

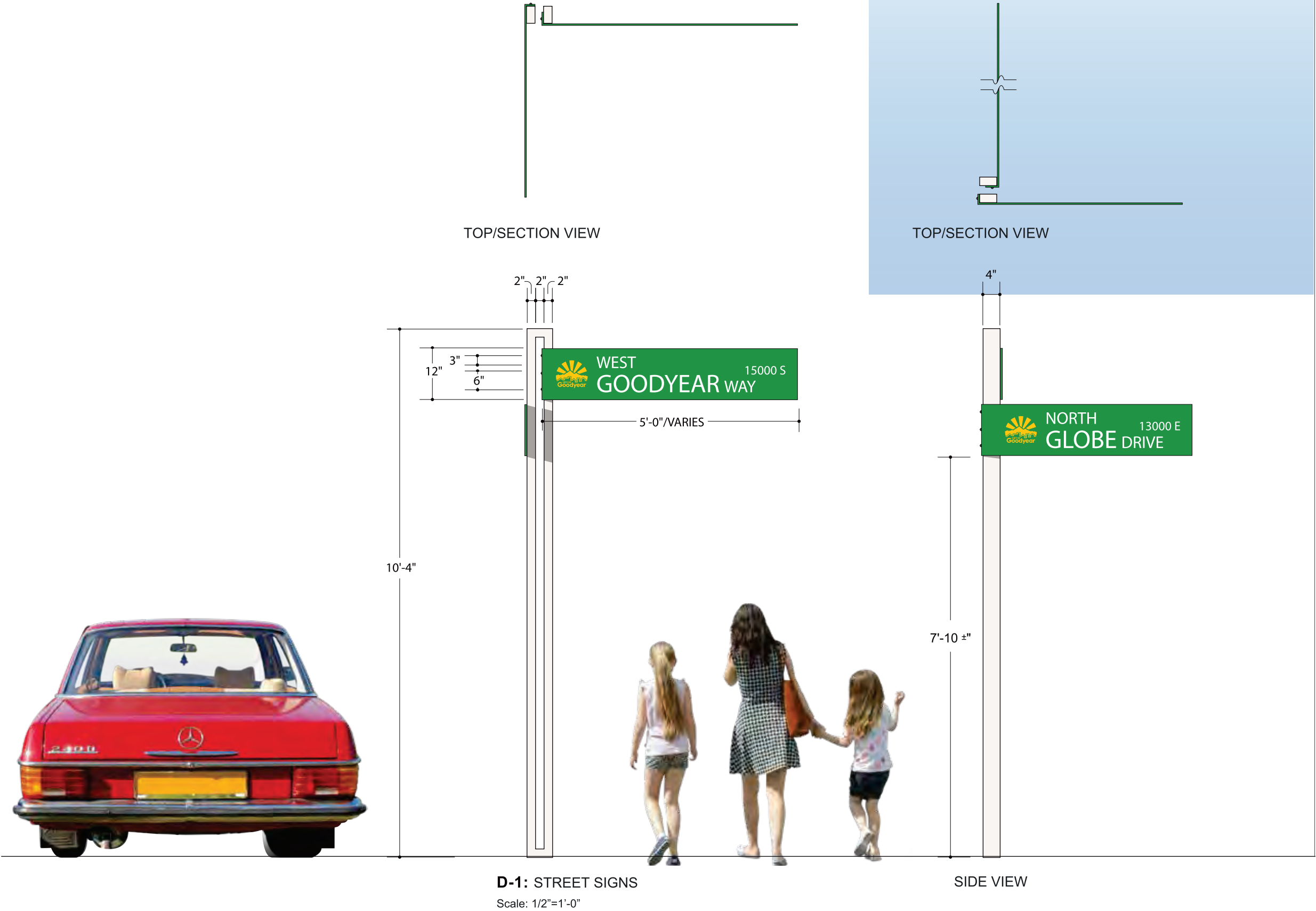
NOTES  
Panels shown are for display purposed only -  
final messaging and specifications to be provided  
by the City of Goodyear



D-2: REGULATORY SIGNS  
Scale: 3/4"=1'-0"

SIDE VIEW

REGULATORY EXAMPLES - FINAL MESSAGING AND SPECIFICATIONS  
PROVIDED BY CITY OF GOODYEAR



SIGN TYPE: **D-3**  
CUSTOM UPRIGHT STREET SIGNS  
LOCATION: PROJECT INTERSECTIONS

MATERIALS | CONSTRUCTION  
Custom paint prefinished metal sign structure - finish to match light natural finish from project color palette

Logo = 6 1/2"  
FONT: CLEARVIEW  
West = 2 3/4" ± CAP Height  
Street Name = 4 1/4" ± CAP Height  
WAY = 2" ± CAP Height

Panels to wrap/break on left side and anchor into the sign post structure - panel messaging to be double sided

Sign footings/anchoring as required by specific location and hardscape conditions

ILLUMINATION  
Signs are non-illuminated

NOTES  
Panels shown are for display purposed only - final messaging, color, and layout specifications to be provided by the City of Goodyear

If determined that any sign is located in an area with inadequate ambient or indirect illumination at night, all signs shall utilize reflective vinyl to display information (method TBD)

Final locations to be determined by the City of Goodyear

SIGN TYPE: D-3a

STREET SIGN & REGULATORY SIGN COMBINATION

SIGN TYPE: **D-3a**  
CUSTOM UPRIGHT STREET SIGN AND  
REGULATORY SIGN COMBINATION  
LOCATION: PROJECT INTERSECTIONS

MATERIALS | CONSTRUCTION  
Custom paint prefinished metal sign structure -  
finish to match light natural finish from project  
color palette

Logo = 6 1/2"  
FONT: CLEARVIEW  
West = 2 3/4" ± CAP Height  
Street Name = 4 1/4" ± CAP Height  
WAY = 2" ± CAP Height

Panels to wrap/break on left side and anchor into  
the sign post structure - panel messaging to be  
double sided

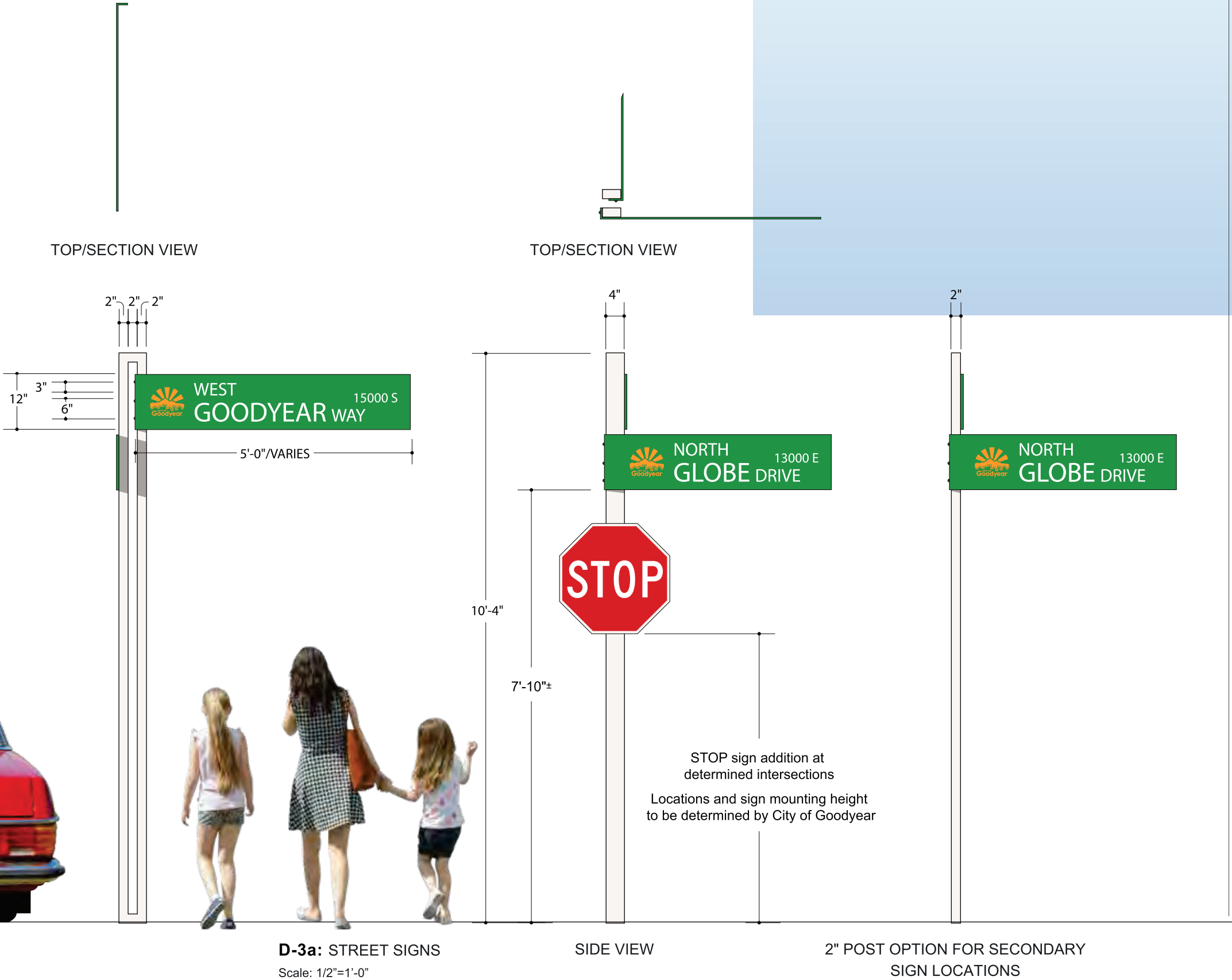
Sign footings/anchoring as required by specific  
location and hardscape conditions

ILLUMINATION  
Signs are non-illuminated

NOTES  
Panels shown are for display purposed only -  
final messaging, color, and layout specifications  
to be provided by the City of Goodyear

If determined that any sign is located in an area  
with inadequate ambient or indirect illumination  
at night, all signs shall utilize reflective vinyl to  
display information (method TBD)

Final locations to be determined by the City of  
Goodyear



D-3a: STREET SIGNS  
Scale: 1/2"=1'-0"

SIDE VIEW

2" POST OPTION FOR SECONDARY  
SIGN LOCATIONS



SIGN TYPE: **D-4**  
CUSTOM PLAQUE STREET SIGNS  
LOCATION: PROJECT INTERSECTIONS

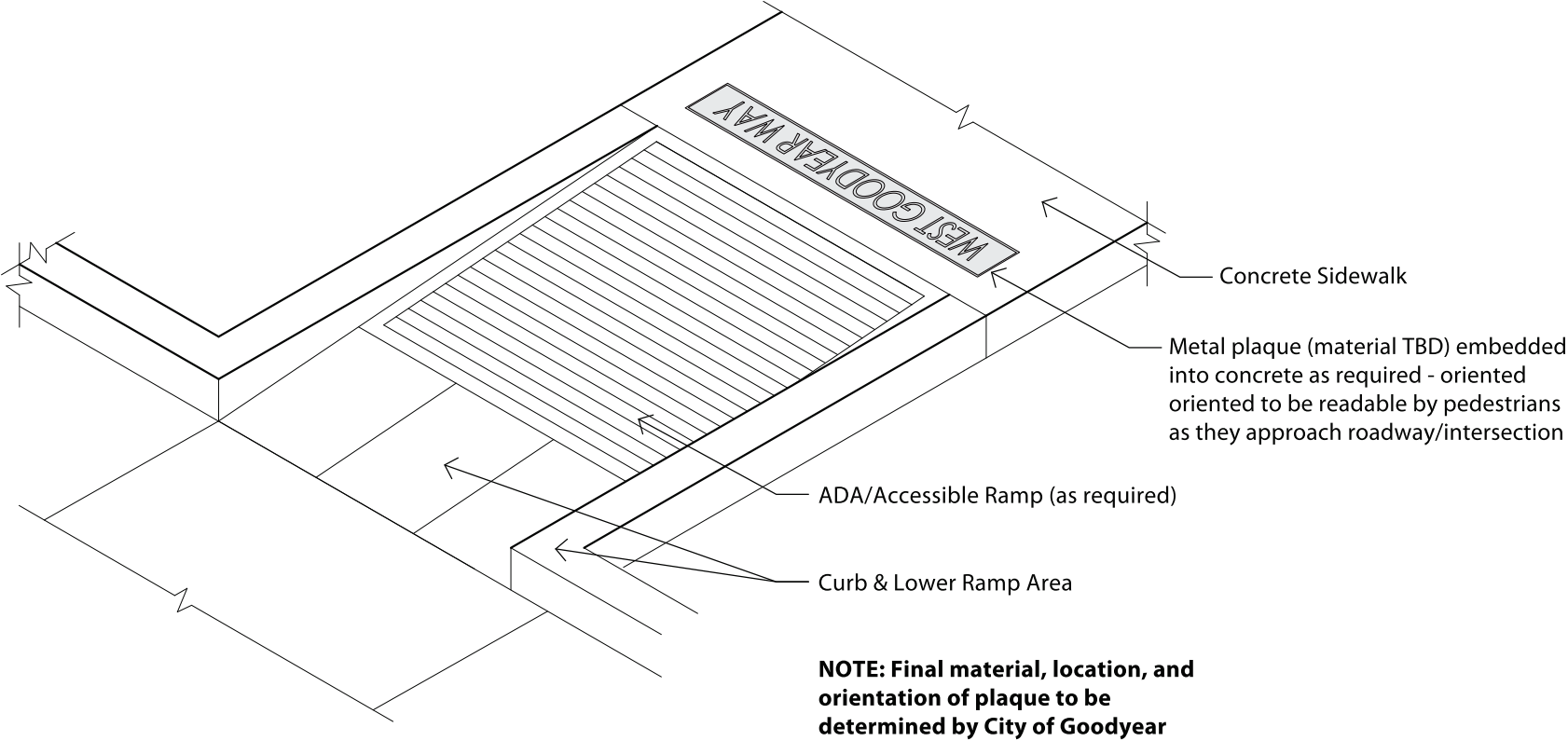
MATERIALS | CONSTRUCTION  
Custom metal etched plaque, embedded into concrete sidewalks as required - material to either be white metal or bronze - to be determined by City of Goodyear

Sign implant/embedding as required by specific location and hardscape conditions - refer to Architectural Drawing Details AD02

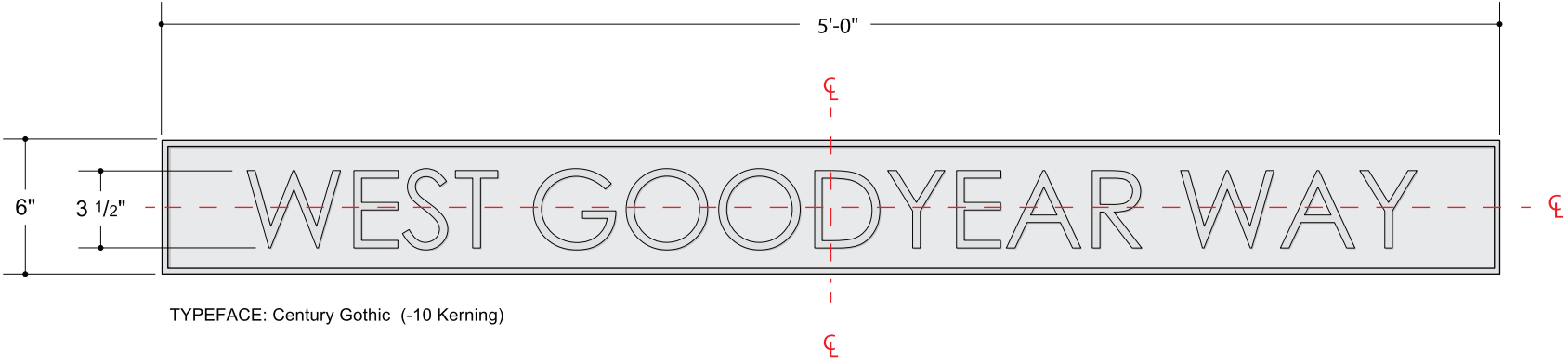
ILLUMINATION  
Signs are non-illuminated

NOTES  
Panels shown are for display purposed only - street name orientation TBD

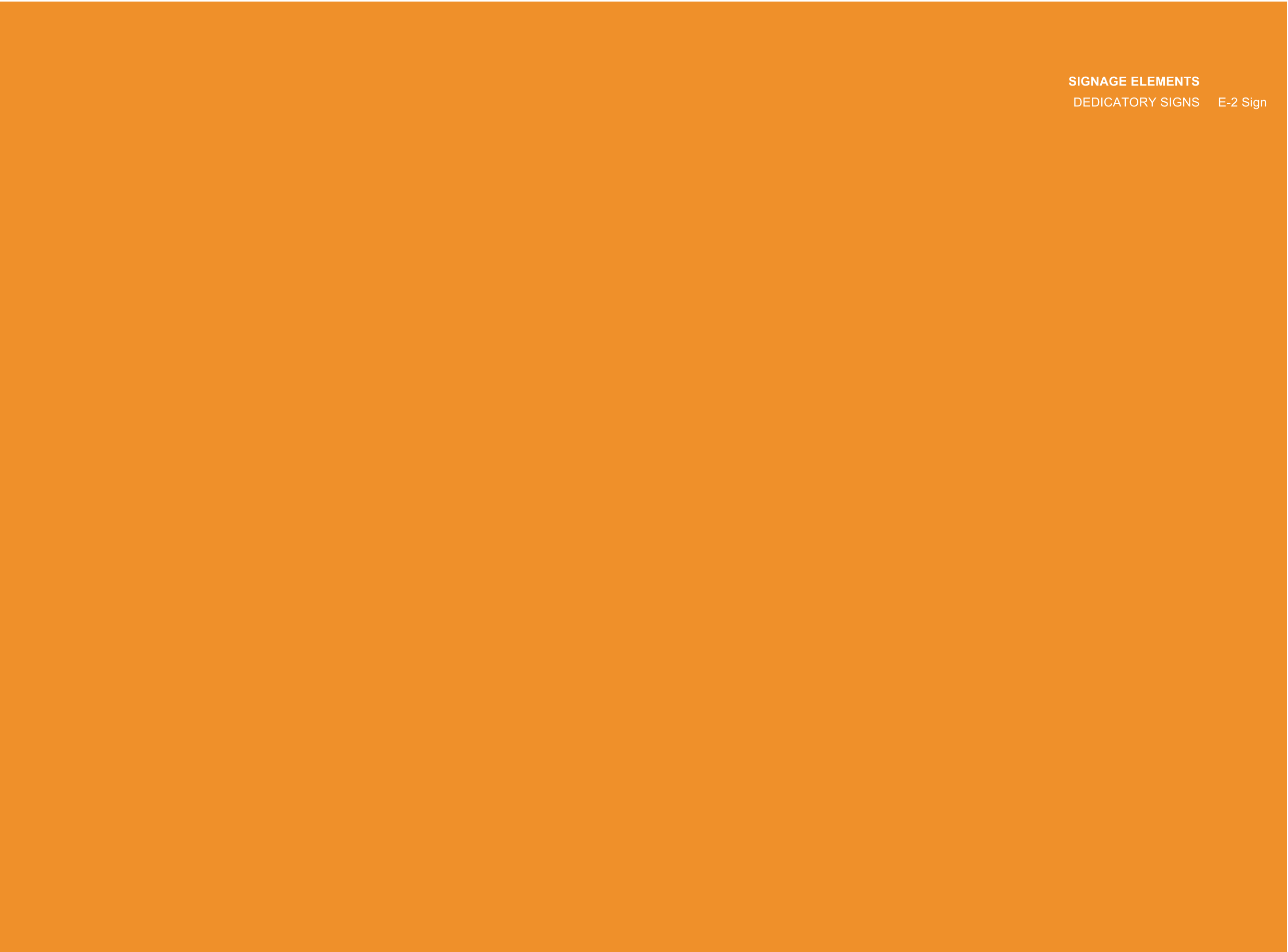
Fabricator/Contractor to test longest Street name to assure 3 1/2" cap height fits within the 5'-0" plaque length



D-4: CUSTOM PLAQUE STREET SIGNS  
Scale: Not to Scale



D-4: CUSTOM PLAQUE STREET SIGNS  
Scale: 1/2"=1'-0"



SIGNAGE ELEMENTS  
DEDICATORY SIGNS   E-2 Sign

SECTION 005.4  
005.4.1 thru 005.4.3

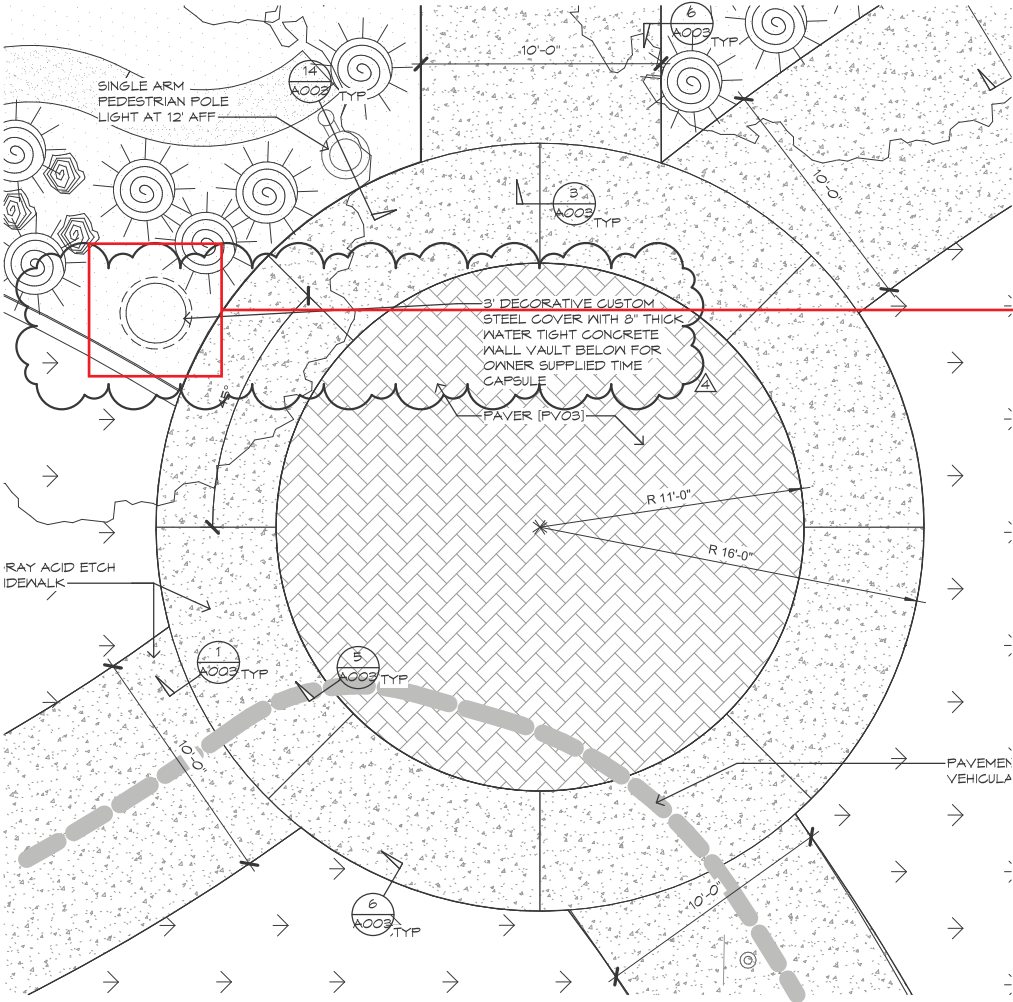
SIGN TYPE: E-2  
TIME CAPSULE

MATERIALS  
White Metal Plaque

CONSTRUCTION  
Manhole cover etched and paint filled logo and content to be located in park.  
Attachment method tbd.

ILLUMINATION  
No Illumination, relaying on ambient lighting in area

NOTES  
Orientation in hardscape to be verified in the field prior to installation  
  
Final Artwork provided by designer.



E-2: TIME CAPSULE - PROPOSED LOCATION  
Scale: 1/8"=1'-0"



E-2: TIME CAPSULE -  
Scale: 1"=1'-0"



SIGN TYPE: E-2a  
TIME CAPSULE STATEMENT

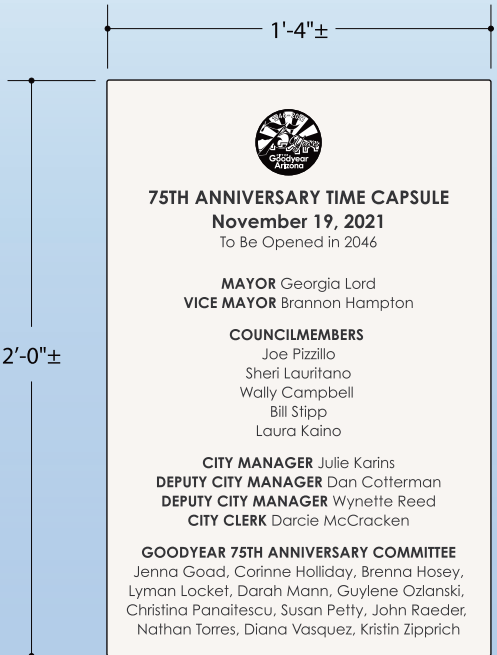
MATERIALS  
Painte Metal Plaque silkscreened content  
affixed to GSQ custom upright

CONSTRUCTION  
Metal Plaque mechanically affixed to structure  
with blind attachments

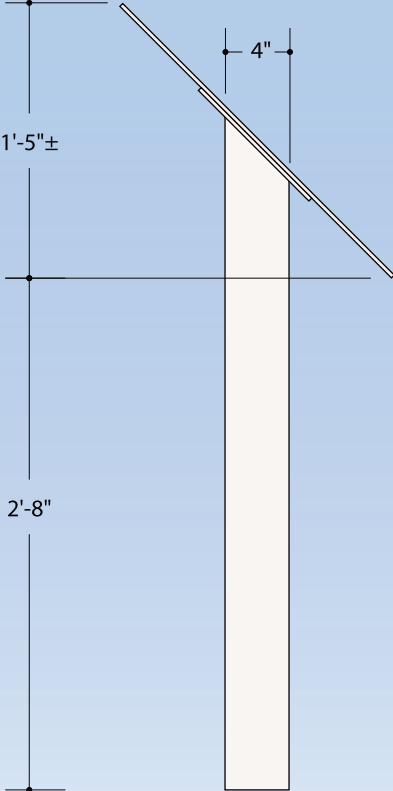
ILLUMINATION  
No Illumination, relaying on ambient ligting  
in area

NOTES  
Artwork to be provided by designer.

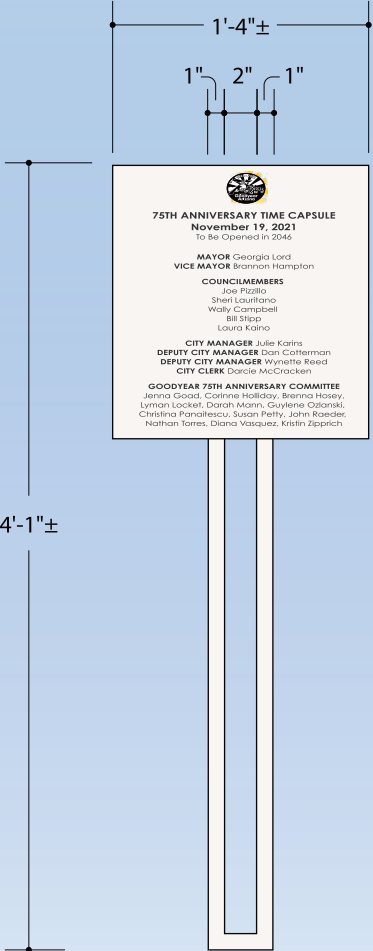
Panel orientation to be determined upon site  
walk through.



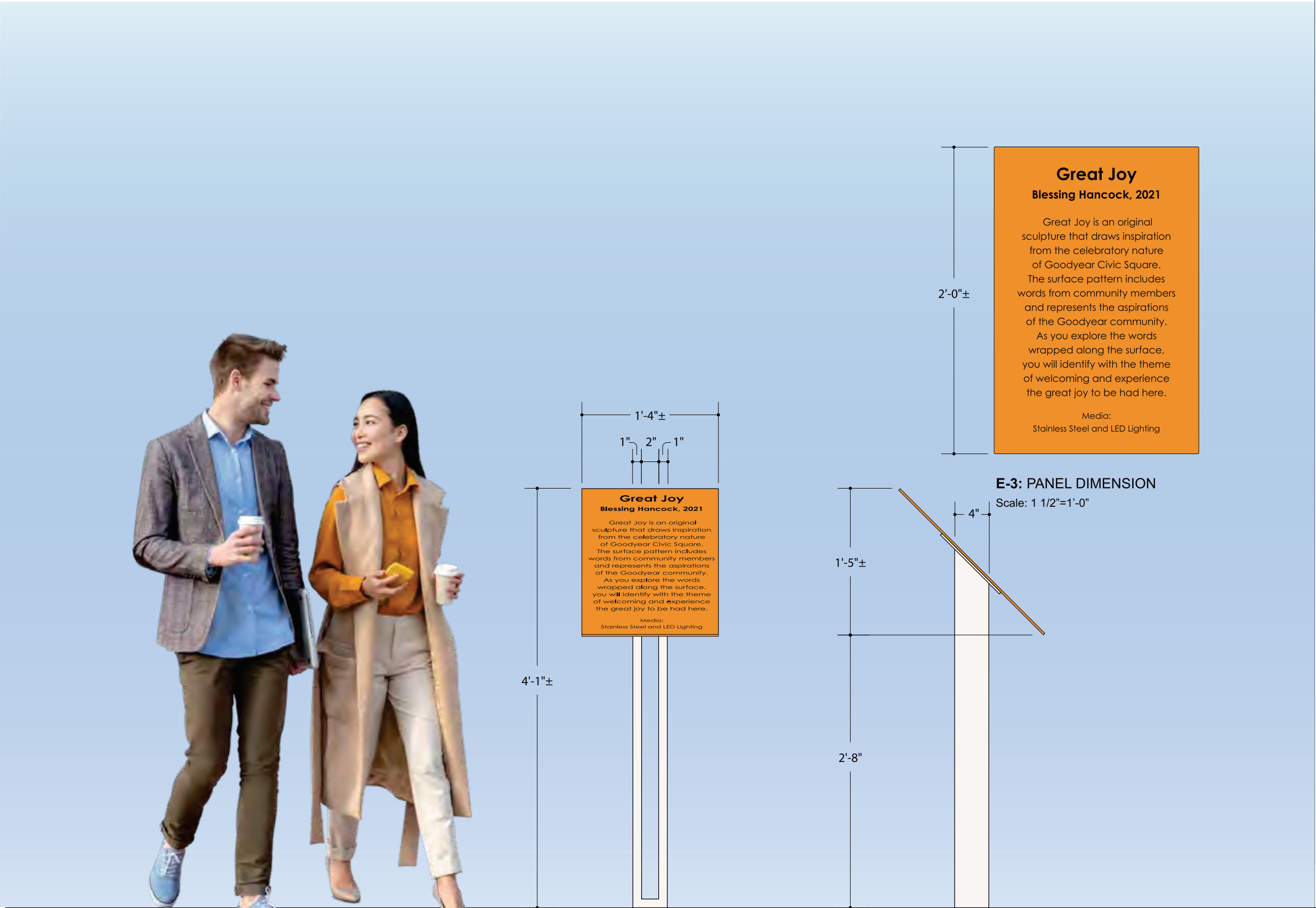
E-2a: PANEL DIMENSION  
Scale: 1 1/2"=1'-0"



SIDE VIEW

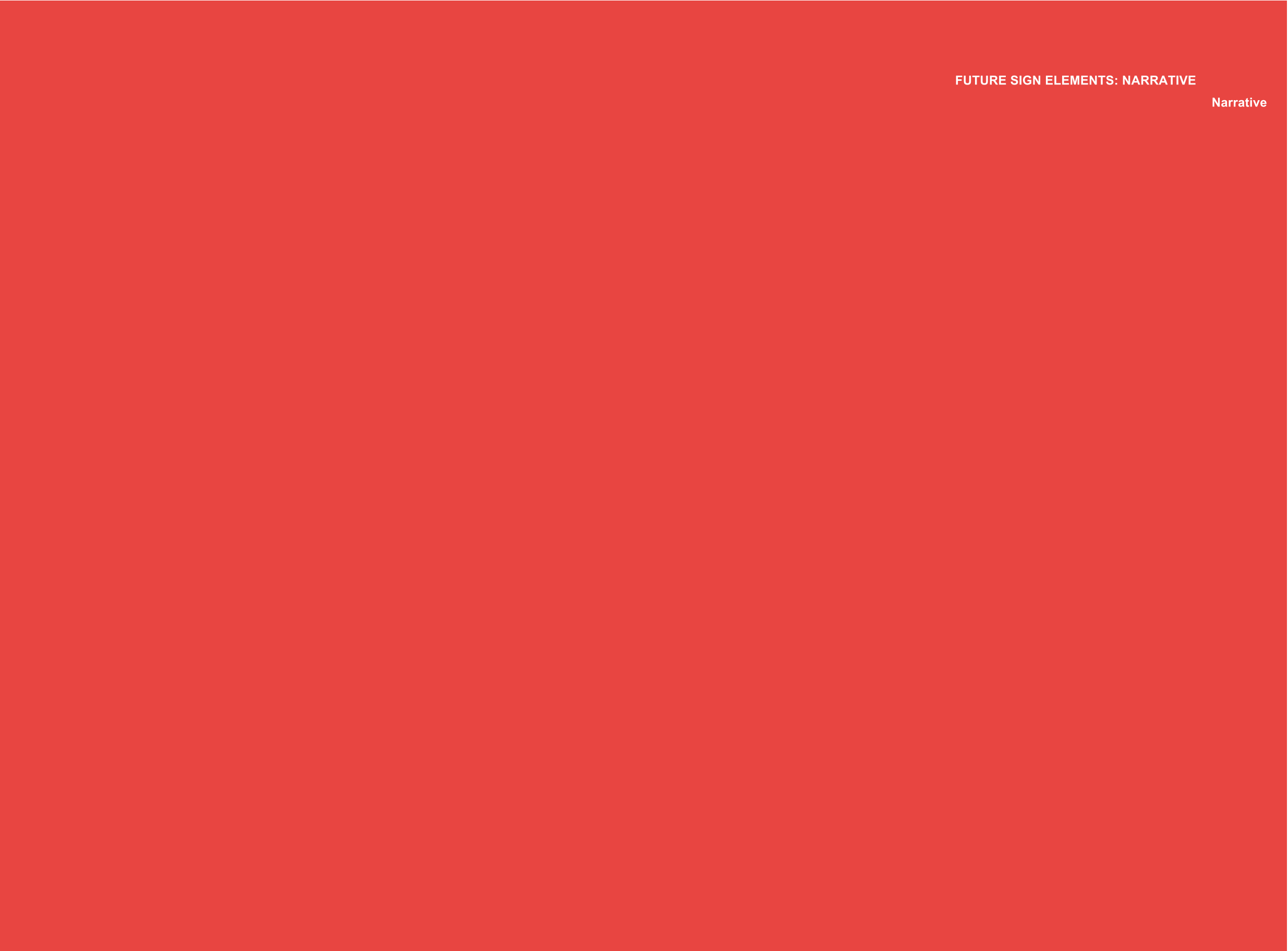


E-2a: TIME CAPSULE STATEMENT (LOCATED IN PARK)  
Scale: 1"=1'-0"



**E3: Artist Statement**  
MATERIALS  
Painte Metal Plaque silkscreened content affixed to GSQ custom uprigh t  
CONSTRUCTION  
Metal Plaque mechanically affixed to structure with blind attachments  
  
ILLUMINATION  
No Illumination, relaying on ambient ligting in area.  
  
NOTES  
Design and Content to be finakized by City and Designer.

**E2: Artist Statement (Located in Park)**  
Scale=3/8"=1'-0"



FUTURE SIGN ELEMENTS: NARRATIVE

Narrative

SECTION 005.5  
005.5.1 thru 005.5.7

GSQ Comprehensive Sign Plan Text  
6-14-2021

**A. COMMERCIAL, RETAIL and MIXED USE** Uses within GSQ Development. For all signs with Commercial or Retail use and Mixed Use within GSQ:

**1. Awning Signs**

- i. A maximum of twenty five (25%) percent of the front face area of the awning shall be used for signage. However, no Awning sign shall exceed an area of ten percent (10%) of the total wall signage square footage allocation.

**2. Canopy Signs**

- i. Two (2) Canopy signs may be permitted per street frontage. Allowable canopy sign square footage is 50% of allowable wall signage.
- ii. Canopy sign letters are restricted to two feet (2') in height, except for logos and the first letter of each word, which can be up to four feet (4') in height. All sign designs and size are subject to Landlords approval and must not conflict with the architectural character of the building.
- iii. Signs may not be placed on parking canopies.

**3. Directional Signs** – Vehicle Directional, Pedestrian Directional and Pedestrian Pole Directional signs

- i. Vehicle Directional Signs and Pedestrian Directional Signs are permitted as follows: Signs shall be permitted at each driveway onto a public street, at each major internal Public or Private street intersections and additional locations as identified within the CSP. The table below identifies maximum allowed number of Vehicle Directional Signs and Pedestrian Directional Signs within 20 feet of ROW :

Table 1: Directional Sign

| Lot   | # of Vehicle Directional Signs | Max Sign Copy Square Footage and Max Sign Height per sign | # of Pedestrian Directional Signage | Max Sign Copy Square Footage |
|-------|--------------------------------|---|-------------------------------------|------------------------------|
| Lot 1 | 2 Vehicle Direction signs      | 20 sf – 6’6” height                                       | 2 Pedestrian Directional Signs      | 12 SF – 4’4” height          |
| Lot 2 | 6 Vehicle Direction signs      | 20 sf – 6’6” height                                       | 4 Pedestrian Directional Signs      | 12 SF – 4’4” height          |
| Lot 3 | 2 Vehicle Direction signs      | 20 sf – 6’6” height                                       | 2 Pedestrian Directional Signs      | 12 SF – 4’4” height          |
| Lot 4 | 4 Vehicle Direction signs      | 20 sf – 6’6” height                                       | 4 Pedestrian Directional Signs      | 12 SF – 4’4” height          |
| Lot 5 | 2 Vehicle Direction signs      | 20 sf – 6’6” height                                       | 2 Pedestrian Directional Signs      | 12 SF – 4’4” height          |
| Lot 6 | 4 Vehicle Direction signs      | 20 sf – 6’6” height                                       | 2 Pedestrian Directional Signs      | 12 SF – 4’4” height          |
| Lot 7 | 2 Vehicle Direction signs      | 20 sf – 6’6” height                                       | 2 Pedestrian Directional Signs      | 12 SF – 4’4” height          |
| Lot 8 | 6 Vehicle Direction signs      | 20 sf – 6’6” height                                       | 4 Pedestrian Directional Signs      | 12 SF – 4’4” height          |

\* Drive-Thru directional signage shall adhere to Article 7 of the Goodyear Sign Regulations.

- ii. If Lot is subdivided, one additional Directional sign of each sign type is permitted for each new Lot created.
- iii. The maximum sign copy area shall be as identified in table above.
- iv. The maximum height shall be as identified in Table 1 above. Architectural embellishments may increase the height of the sign an additional two (2) feet.
- v. Directional signs internal to a lot shall only be included at major pedestrian or vehicle internal intersection points and not included in the counts identified in Table 1 above. Directional Signs internal to a lot shall not exceed 4’4” in height and exceed 12 sf of sign copy and not be visible from Public Streets. Max number of internal Direction signs shall not to exceed one (1) per building elevation.
- vi. Directional Signs may be placed within one foot (1’) of ROW or back of curb for Private streets.
- vii. Directional signs shall not be located within the sight visibility triangle of any driveway.
- viii. Directional signs shall not impede the visibility any governmental regulatory traffic sign as determined by the City of Goodyear.
- ix. Pedestrian Pole Directional signs (Type B3) shall not exceed 10’ 4” in height, their shall be no more than five (5) panels on each pole. Max Sign copy of each panel shall not exceed 3 sf. Sign copy shall only indicate a building names or address, points of interest, no business names may be included on copy of sign panels. Height of individual sign panels may not exceed 8” in height. All sign panels shall be color coded correlating to types of use per Comprehensive Sign Graphic exhibits. Pedestrian Pole Directional signs are allowed at all major sidewalk intersections, but are not required.
  - (1) Pedestrian Pole Directional signs may be placed in ROW with permission of City of Goodyear.
    - x. No Directional sign shall identify an individual business name, only places of interest, building names and or address.
    - xi. Directional signs may be placed in the MUE, SWE or PUE as long as they do not interfere with existing utilities and site visibility triangles. Signs in these locations shall be designed in such a manner so that underground utilities may be modified, installed or repaired.
    - xii. Sidewalk plaques are required at all Public Road sidewalk intersections. Plaques are not to exceed 2.5 sf and shall only include Public Street names in text of plaque. Plaque shall be flush with surface of pavement.
    - xiii. Direction signs may be raised letter signs and or vinyl / paint application on solid material. Signs may be internally illuminated, if internally illuminated must be raised letters if sign if located within 20’ of ROW or Private street and visible from the street, unless approved by Declarant and City of Goodyear zoning administrator.

**4. Directory Signs (Type B5, B6 and B7)**

- i. Sign Copy shall not exceed an area of 40 square feet per sign face or height of ten (10) feet. Architectural embellishments may increase the height of the sign an additional two (2) feet.
- ii. Directory Signs within twenty feet (20’) of ROW: one (1) sign for buildings less than 50,000 gross square footage and two (2) signs shall be permitted for buildings in excess of 50,000 gross square feet. See **Table 2** on the following page for maximum number of Directory Signs, if Lot contains more than one building.
- iii. Directory signs only to be located on internal Public or Private streets within Civic Square. No Directory signs allowed along W. McDowell Road, 150th Drive or W. Monte Vistage. Directory signs shall be a minimum of 25’ from Directional Signs and Monument Signs.
- iv. Directory signs may be placed in the MUE, SWE or PUE as long as they do not interfere with existing utilities and site visibility triangles. Signs in these locations shall be designed in such a manner so that underground utilities may be modified, installed or repaired.
- v. Directory Signs may be placed within 1’ of ROW or back of curb for Private streets.
- vi. **Table 2** on the following page represents maximum number of Directory Signs allowed per Lot.
- vii. If Lot is subdivided one additional Directory sign is permitted for each new Lot created.



**Table 2: Directional Sign** Table within 20' of ROW

| Lot   | # of Directory Sign | Max Sign Copy Square Footage and Max Sign Height per sign |
|-------|---------------------|---|
| Lot 1 | 2 Directory Signs   | 40 sf – 10' height  |
| Lot 2 | 6 Directory Signs   | 40 sf – 10' height  |
| Lot 3 | 3 Directory Signs   | 40 sf – 10' height  |
| Lot 4 | 4 Directory Signs   | 40 sf – 10' height  |
| Lot 5 | 3 Directory Signs   | 40 sf – 10' height  |
| Lot 6 | 3 Directory Signs   | 40 sf – 10' height  |
| Lot 7 | 3 Directory Signs   | 40 sf – 10' height  |
| Lot 8 | 6 Directory Signs   | 40 sf – 10' height  |

**5. Drive-Through Restaurant Menu Boards.**

- i. A drive-through restaurant may have two (2) menu boards per drive-through lane. However, only one of the two signs may contain speaker equipment.
- ii. A menu board shall have a maximum height of eight feet and maximum copy area of 25 square feet. Menu board signs may be freestanding or wall – mounted.
- iii. A menu board shall be located at least 15 feet from any public right-of-way
- iv. The front of the menu board(s) shall not be visible from a public street. Speakers shall be directed away from residential property lines.
- v. Freestanding menu boards shall have a monument base with a width at least 50% the width of the sign, be of material consistent with the architecture of the building facade and have a landscape area at the base of the sign(s) equal to at least two square feet for each square foot of sign area.

**6.Electronic Message Display or Reader Panel Sign within Directional, Directory or Monument signs**

- i. Electronic Message Display or Reader Panel.
  - (1) A directional sign, directory sign or monument sign, may use up to one-half (1/2) of the allowed sign copy area for an electronic message display or reader panel . However, the electronic message display shall not exceed 24 square feet.
    - (a) Only twenty five percent (25%) of the allowable sign types within a lot may utilize electronic message display or reader panels unless approved by Zoning Administrator.
  - (2) The electronic message display shall have static displays. The display of video, animation, or special effects, such as traveling, scrolling, fading, dissolving, and bursting, shall be prohibited. No sound may be emitted by the display.
  - (3) Static displays shall not be changed more than once every eight (8) seconds. Change of display shall occur through an immediate transition.
  - (4) The electronic message display shall include a sensor or other device that automatically reduces the brightness of the display during low-light conditions. Display brightness shall not exceed three hundred (300) nits from dusk till dawn.
  - (5) The electronic message display shall be shut o ffbetween 10:00 P.M. and sunrise when such display is located within one hundred fifty (150) feet of a single-family residential zoning district.

- (6) Should the electronic message display malfunction, the display shall be shut o fffuntil such time that repairs have been completed to restore the electronic messaging system.
- (7) The use of the electronic message display for off-site advertising is prohibited.

**7. Monument Signs**

- i. Allowable number of Monument signs based on **Table 3** below:

**Table 3: Monument Sign table**

| Lot     | # of Monument Signs allowed along N. 150th Drive, W. McDowell Road and W. Monte Vista Rd (Sign Type A3) | Max Sign Copy Square Footage and Max Sign Height (Type B1) | # of Monument Signs allowed on internal public and private streets (Sign Type A4) | Max Sign Copy Square Footage and Max Sign Heightand Max Sign Height per sign (Type B2) |
|---------|---|--|---|--|
| Lot 1   | 1 Monument sign   | 100 sf – 18 ft   | 3 Monument sign   | 48 sf – 12ft   |
| Lot 2   | 8 Monument signs  | 100 sf – 18 ft   | 5 Monument signs  | 48 sf – 12ft   |
| L o t 3 |   |  |   |  |
| Lot 4   | 1 Monument sign   | 100 sf – 18 ft   | 1 Monument sign   | 48 sf – 12ft   |
| Lot 5   | 2 Monument signs  | 100 sf – 18 ft   |   |  |
| L o t 6 |   |  |   |  |
| L o t 7 |   |  |   |  |
| Lot 8   | 7 Monument signs  | 100 sf – 18 ft   | 5 Monument signs  | 48 sf – 12ft   |

- ii. If Lot is subdivided one additional Monument sign is permitted for each new Lot created.
- iii. If Table 3 allocates more than one (1) monument sign per Lot, Lot must have more than one (1) building permitted prior to additional monuments signs being installed after installation of first monument sign.
- iv. Declarant is allowed to install four (4) monument signs along N. 150th Drive, W. McDowell Road and W. Monte Vista Road (known as perimeter streets) from the Table 3 above prior to development and or construction of lots parallel to these streets. Declarant has sole approval rights of sign copy installed on Monuments signs. Sign copy only for onsite business, no off-site advertising permitted.
- v. Land Owners may only install sign copy of businesses or tenants located within their lot, except as described under section A.7.iv.
- vi. The minimum distance between monument signs on the same street side shall be 100 feet except at driveway entrances (External or Internal Streets) which allow two (2) monument signs
- vii. The maximum height shall be eighteen (18) feet for Type A3 and twelve (12) feet for Type A4 and the maximum sign copy area shall be shall not exceed square footage identified on Table 3 above. Monument sign size shall not exceed 150% of the max sign copy area. Architectural embellishments may increase the height of the sign an additional three (3) feet. Site walls and or screen wall integrated into Monument sign are not included in maximum monument sign square footage.
- viii. Monument signs may be placed in the MUE, SWE or PUE as long as they do not interfere with existing utilities and site visibility triangles. Signs in these locations shall be designed in such a manner so that underground utilities may be modified, installed or repaired.

GSQ

**BUILDING MOUNTED WALL SIGNAGE MATRIX**  
**For Commercial, Retail, and Mixed use within GSQ**

| TENANT  | SIGN TYPE                                 | FUNCTION              | LOCATION                                 | WALL MOUNTED - SIZE   | ILLUMINATION                                  | MATERIALS  |
|---|---|-----------------------|--|---|---|--|
| Junior Anchor<br>In-line Tenants<br>>9,000 s.f. | Wall mounted/<br>*Canopy mounted<br>signs | Tenant identification | All elevations that<br>offer readability | 1.5 sq.ft. per 1 linear foot of frontage on all elevations;<br>400 sq.ft. maximum aggregate.<br>450 sq.ft maximum aggregate for<br>Junior Anchors | Interior, backlit or a<br>combination thereof | Aluminum, acrylic, painted metal,<br>flexface material |
| Pad Tenants<br><9,000 s.f.                      | Wall mounted/<br>*Canopy mounted<br>signs | Tenant identification | All elevations that<br>offer readability | 1.5 sq.ft. per 1 linear foot of frontage on all elevations;<br>200 sq.ft. maximum aggregate.  | Interior, backlit or a<br>combination thereof | Aluminum, acrylic, painted metal,<br>flexface material |
| Shop Tenants<br>In Line                         | Wall mounted/<br>*Canopy mounted<br>signs | Tenant identification | All elevations that<br>offer readability | 1.5 sq.ft. per 1 linear foot of frontage on all elevations;<br>200 sq.ft. maximum aggregate.  | Interior, backlit or a<br>combination thereof | Aluminum, acrylic, painted metal,<br>flexface material |

\*Canopy mounted: See CSP for allowable square footage

“the City of Goodyear Zoning Administrator can approve changes to the CSP administratively if the changes to the CSP do not exceed the City signage ordinance standards.”



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- ix. Signs may be placed within 1’ of ROW or back of curb if Private Street.
- x. Monument signs shall not be located within the sight visibility triangle of any driveway nor in any other location that restricts or blocks visibility of vehicles traveling within the development.
- xi. Monument signs must be 25 feet from Directional or Directory signs.
- xii. The base of the monument sign shall have an aggregate width at least 50% the width of the sign.
- xiii. Installation, repair or replacement of Individual sign panels within Monument sign are not required to be permitted by the City of Goodyear, but must meet requirements of CSP and City of Goodyear Zoning ordinance. All sign panels must be approved by Declarant prior to installation or replacement.
- xiv. Street address numerals shall be provided on all monument signs located along the street to which the address numbering applies, in a contrasting color and/or material from the color and material used for the background for the numerals on the sign. Numerals shall be sized in accordance with the International Fire Code, as amended.

8. Lot 4 – Civic Park

- i. Lot 4 is permitted to install “Goodyear” monument letters. Max sign copy area: 350 sf. Sign maybe internally or externally lit. Maximum height of Civic Park monument letters 10’ measured from the adjacent grade
- ii. Civic Park Rules or other Governmental Signs shall be consistent in design with Directional signs. Signs may utilize flat plats with vinyl lettering. Park Rules or other Governmental signs located within Lot 4 are not included within sign copy square footages identified in Table 1, 2 or 3.
- iii. Temporary signs for special events are allowed and do not require permits. Signs may be erected two (2) days prior to event and must be removed within two (2) days after completion of special event. Special events are determine by the City of Goodyear.

9. Projecting Signs

- i. One projecting sign may be permitted per ground floor business or tenant. A business may use a portion of its allocation of wall signage for a projecting sign. However, no projecting sign shall exceed an area of 15 square feet. Signs may be attached to building attached canopies or face of building
- ii. A projecting sign shall have an eight-foot minimum clearance between the bottom of the sign and the sidewalk, If projecting sign encroaches into a PUE or other utility easement sign, bottom of sign must be minimum of 14’ above grade.

10. Shingle Signs

- i. One shingle sign may be permitted per ground floor business. A shingle sign shall have a maximum area of three square feet. Signs may be attached to building attached canopies.
- ii. Shingle signs shall have an eight-foot minimum clearance between the bottom of the sign and the sidewalk. If a Shingle sign encroaches into a PUE or other utility easement sign, bottom of sign must be minimum of 14’ above grade.

11. Wall Signs

- i. One or more wall signs shall be permitted on the exterior walls of the space occupied by the business in accordance with the following guidelines:
  - (1) Maximum Wall Sign Copy area calculation for Occupied Buildings:
    - (a) Building elevations parallel to Public or Private Street is allocated a maximum of one and one half (1.5) square foot of sign area for each linear foot of frontage or 35 square feet, whichever is greater. Internal circulation drives of a Lot are not considered streets for purpose of calculation.
    - (b) All other elevations is allocated a maximum of one and one half(1.5) square foot of sign area for each linear foot of respective building facade or 35 square feet, whichever is greater

- (c) For single tenant Office Building occupants greater than 50,000 sf, sign square footage may be increased 200 % with approval of Declarant and Zoning Administrator. Signage may be installed at or above the roof line on Parapet walls or Mechanical Screen walls.
- ii. Wall signs may include multiple lines of text, symbols and logos as long as the sign complies with the wall sign copy square footage.
- iii. Wall-mounted cabinet panel signs are prohibited. All signs must be raised letter signs and internally illuminated. Raceways are permitted, but must be integrated with the architectural design of the building façade and sign. Flush mounted cabinets utilized to mount Raised Letter signs are permitted for standalone Retail Building Use only, but must be integrated with the architectural design of the building façade and sign and approved by Declarant.
- iv. For multi-story buildings, wall signs may only be placed between the window header of 1st floor (or 12’ above grade if window header does not exist ) and below window sill of 3rd floor (or 32’ above grade if window sill does not exist) and or above the top floor window mullion header, including Parapet wall or Mechanical screen. Alternate sign locations may be approved, but must be approved by City of Goodyear Zoning Administrator and Declarant.
- v. Retail and pad tenant signs shall have 5” return

12. Center ID Sign (Type A-2)

- i. Declarant permitted to install four (4) freestanding Center ID Signs (at NW corner of site at intersection of 150th Drive and W. McDowell Road, SW corner of site at intersection of 150th Drive and W. Monte Vista Rd. W. McDowell Road entrance and future W. Monte Vista Rd entrance)
  - (1) Center ID Signs sign copy shall not exceed 150 sf, the maximum height of sign copy areas is ten (10) feet. Sign may be internally or externally illuminated. The sign shall be designed to complement the streetscape and landscaping and have a base with a width at least 50% the width of the sign.
  - (2) No business or tenant sign copy is permitted at Center ID sign locations

13. Window Signs.

- i. Permanent Window Signs shall not exceed 50% of the total area of the window through which such signs are located. Permanent Window signs shall be integrated into the architectural design of the building façade. Signs must utilize materials and colors consistent with the building in which the signs are displayed. Sign Copy is limited to building names, address numbers, artistic messages. Sign copy including tenant names or advertising is not permitted.
- ii. Temporary Window Signs shall not exceed 25% of total area of the window through which such signs are located. Temporary window signs are only allowed to be installed for a duration of 30 days and must be removed. Temporary signs can only be installed twice a year. Signs must utilize materials and colors consistent with the building in which the signs are displayed.
- iii. Temporary Window Signs shall only be displayed in first floor windows.
- iv. Permanent window signs may be illuminated but may not be animated or utilize an electronic message display.

B. RESIDENTIAL Use within Civic Square:

- For all signs with Residential Uses the following shall apply. Residence Uses (includes apartments, condominiums, townhouses, similar such uses).
- 1. Directional Signs: Vehicle Directional, Pedestrian Directional and Pedestrian Pole Directional signs (Sign Type B-1, B-2, B-3, B-4)
  - i. Vehicle Directional signs shall be permitted at each driveway onto a public street, at each major internal Public or Private street intersections and additional signs at street frontage as identified in Table 1.
  - ii. Pedestrian Directional signs shall only be placed a midpoint between drive entrances if sign is within 20’ of ROW.
  - iii. The maximum sign copy area shall be as identified in **Table 1** above.
  - iv. The maximum height shall be as identified in **Table 1** above. Architectural embellishments may increase the height of the sign an additional two (2) feet.



- v. Directional signs internal to a lot shall only be included at major pedestrian or vehicle internal intersection points and not included in the counts identified in **Table 1** above. Directional Signs internal to a lot shall not exceed 4’4” in height and exceed 12 sf of sign copy and not be visible from Public Streets. Max number of internal Direction signs shall not to exceed one (1) per building elevation.
- vi. Directional Signs may be placed within 1’ of ROW or back of curb for Private streets.
- vii. Directional signs shall not be located within the sight visibility triangle of any driveway.
- viii. Directional signs shall not impede the visibility any governmental regulatory traffic sign as determined by the City of Goodyear.
- ix. Pedestrian Pole Directional signs shall not exceed 10’ 4” in height, their shall be no more than five (5) panels on each. Max Sign copy of each panel shall not exceed 2 sf. Sign copy shall only indicate a buildings, point of interest, no business names may be included on copy of sign panels. Height of individual sign panels may not exceed 8” in height. All sign panels shall be color coded correlating to types of use per Comprehensive Sign Graphic exhibits. Pedestrian Pole Directional signs are allowed at all major sidewalk intersections, but are not required.
- x. No Directional sign shall identify an individual business, only places of interest, building names and address.
- xi. Directional signs may be placed in the MUE, SWE or PUE as long as they do not interfere with existing utilities and site visibility triangles. Signs in these locations shall be designed in such a manner so that underground utilities may be modified, installed or repaired.
- xii. Sidewalk plaques are required at all Public Road sidewalk intersections. Plaques are not to exceed 2.5 sf and shall only include Public Street names in text of plaque. Plaque shall be flush with surface of pavement. See Comprehensive sign graphics for additional requirements.
- xiii. Directional signs may be raised letter signs and or vinyl / paint application on solid material. Signs may be internally illuminated, if internally illuminated must be raised letter construction if sign is within 20’ of ROW and visible from the ROW.
- xiv. Directional signs may be mounted on building façade, but height of sign not to exceed 20’.

2. Directory Signs (Type B5, B6 and B7)

- i. One Directory sign is permitted at each Driveway entrance onto the Lot from a Public or Private street. An addition Directory sign is permitted within 20’ of ROW if the frontage exceed 200 ft. The maximum sign copy area is 40 square feet and the maximum height is ten (10) feet within 20’ of ROW. Architectural embellishments may increase the height of the sign an additional two (2) feet.
  - (1) Directory signs within 20’ of the ROW and visible from the ROW shall be Raised letter signs. Signs may be internally illuminated.
  - (2) Fire Department required maps may be flat letter or printed signs and do not counted against sign copy maximum square footage.
- ii. Internal to the Development and not visible from the ROW, one free-standing directory sign shall be permitted for each multi-tenant residential building onsite with a maximum sign copy area of 18 sf per sign face. Directory internal to the development may be flat vinyl apply signs or box channel signs. Signs may be internally illuminated.
- iii. Signs shall only be located in pedestrian areas adjacent to the main building entrance or at the main entrance to the property.
- iv. The maximum number of Directory signs shall not exceed **Table 2** for signs within 20’ of ROW or Private street per Lot.

3. Monument Signs

- i. One monument sign for each driveway onto a public street and at each public street intersection, but no more than identified within **Table 3**.
- ii. The maximum sign copy area and height are per **Table 3**.
  - (1) Type A4 monument sign allowed per **Table 3**. Type A3 may be requested by Lot owner if mixed use residential project or can justified need for increase signage with approval of Declarant and Zoning Administrator.
  - (2) Architectural embellishments may increase the height of the sign an additional two (2) feet.
- iii. If **Table 3** allocates more than one (1) monument sign per Lot, Lot must have more than one (1) building permitted prior to additional monuments signs being installed after installation of first monument sign.
- iv. The minimum distance between monument signs on the same street side shall be 100 feet except at driveway entrances (External or Internal Streets) which allow two (2) monument signs
- v. Monument signs may be placed in the MUE, SWE or PUE as long as they do not interfere with existing utilities and site visibility triangles. Signs in these locations shall be designed in such a manner so that underground utilities may be modified, installed or repaired.
- vi. Signs may be placed within 1’ of ROW or back of curb if Private Street.
- vii. Monument signs shall not be located within the sight visibility triangle of any driveway nor in any other location that restricts or blocks visibility of vehicles traveling within the development.
- viii. Monument signs must be 25 feet from Directional or Directory signs.
- ix. The base of any monument sign shall have a width at least 50% the width of the sign.
- x. Street address numerals shall be provided on any monument sign located along the street to which the address numbering applies, in a contrasting color and/or material from the color and material used for the background for the numerals on the sign. Numerals shall be sized in accordance with the International Fire Code, as amended.
- xi. The maximum number of Monument signs shall not exceed Table 3 for Monument signs within 20’ of ROW or Private street per Lot.

4. Sales Office

- i. Up to eight flags may be placed at the sales office.
- ii. Flags shall have a maximum area of 12 square feet and a maximum height of 25 feet.
- iii. Flags shall be removed no later than one year of the issuance of the first Certificate of Occupancy for the development.

5. Wall Sign

- i. Residential Developments may have one wall sign per Public or Private street frontage and one additional freestanding wall sign at each drive entrance from a Public or Private street. Each Wall sign copy area shall not exceed 50 sf.
  - (1) For multi-story buildings, building mounted wall signs may be installed on the bottom and top floors. Alternate sign locations may be approved, but must be approved by City of Goodyear Zoning Administrator and Declarant. (example vertical stack letters in lieu of horizontal letters)
  - (2) All Wall signs must be individual raised letters, internally illuminated, unless approved by Declarant.
  - (3) Directional signs mounted on façade of building do not count against wall sign square footage. Cabinet sign construction is not allowed.
  - (4) Wall signs may include multiple lines of text, symbols and logos as long as the sign complies with the Wall sign copy square footage.



6. Residential Center ID Sign within Master Development

- i. Residential communities within Master Development may have one (1) Residential Center ID signs, sign copy shall not exceed 125 square feet, the maximum height of sign copy areas is ten (10) feet. Sign may be internally or externally illuminated. The sign shall be designed to complement the streetscape and landscaping and have a base with a width at least 50% the width of the sign. The sign is encouraged to include the name of the development for efficient wayfinding
- ii. All Wall signs must be individual raised letters, unless approved by Declarant. The sign copy may only indicate the name of the development.

7. Model Units

- i. Up to four flags per model unit may be placed at any one Lot, but the total number shall not exceed eight.
- ii. Flags shall have a maximum area of 12 square feet and may not be maintained higher than 25 feet above the adjoining ground.
- iii. Flags shall be removed when 95% of the lots in the units are leased and/or the on-site sales office closes, whichever occurs first.

C. Traffic Regulatory Signs within ROW

- 1. City of Goodyear regulatory traffic sign posts
  - i. In lieu of sign post identified in City of Goodyear standard details G-3209-3 an alternate posts may be utilized as identified within CSP. All other requirements identified within standard detail G-3209-3 shall remain.  
(1) Alternate sign post may be used for ADA parking signs.
- ii. In lieu of Street Name sign shown in City of Goodyear standard detail G-3209-1, alternate Street Name sign may be utilized. All other requirements identified within standard detail G-3209-1 shall remain.

D. Temporary Signs.

- 1. Construction Project Sign
  - i. During the construction phase, each Lot may have three (3) sign with a maximum area of 96 square feet and a maximum height shall of 12 feet.
  - ii. The sign shall not be located within 100 feet of any property line of an existing residence.
  - iii. Such sign shall not be illuminated.
  - iv. The sign must be removed when 95% of the units are lease and/or the on-site sales or leasing office closes, or project certificate of occupancy, whichever occurs first.
- v. Signs shall be replaced if faded or damaged within 45 days of notice from City of Goodyear or Declarant.

2. CONSTRUCTION FENCE FABRIC PROJECT SIGNS

- i. During construction phase of project, each Lot may erection fabric project signs. Verbiage print on fabric panels to only include project specific information and no offsite marketing information.
- ii. Sign Copy square footage: one and one half (1.5) square foot of sign copy area for each linear foot of Public or Private street frontage or 100 square feet, whichever is greater.
- iii. Temporary fabric fence panels that do not include signage copy do not count against sign copy square footage such as building renderings, life style images or maps.
- iv. Construction Fabric Project signs that are torn or faded shall be replaced within 45 days of notice by City of Goodyear or Declarant.
- v. Construction Fabric Project signs shall be removed prior to Certificate of Occupancy.
- vi. Signs shall not be located in ROW, but may be located in MUE, SWE or PUE with written approval of Master Developer. No signs shall be located in site visibility triangle or impede visibility of traffic or existing permanent signage.
- vii. Construction Fence Fabric Project Signs do not require City of Goodyear Sign permit, but if found in violation of Comprehensive Sign Plan or City of Goodyear Zoning ordinance sign shall be removed within five (5) days’ notice.  
(1) Fence Sign may not be installed until project receives City of Goodyear Site Plan approval. If construction does not proceed within six (6) months of installation sign shall be removed.

3. All other Temporary sign shall comply with City of Goodyear Sign Zoning Ordinance.

4. No temporary sign may be attached to light poles.

E. Street Light Pole Banner signs

- 1. Street Light Pole Banner signs are permitted within GSQ development.
- 2. Signs must be approved by Declarant and City of Goodyear.
- 3. Sign Copy area shall not exceed eight (8) square feet.
- 4. Sign must utilize existing Light Pole Banner buckets.
- 5. Only City of Goodyear shall have rights to utilize Street Light Pole Banner signs at Street Light poles located within MUE.
- 6. Land Owner or Tenant may request use of Street Light Pole Banners within MUE, but must receive written permission from both Declarant and City of Goodyear. At any time Declarant or City of Goodyear may require banner removed for use by others. Banner to be removed within five (5) days of written notice.
- 7. Signs / Banner may be constructed of tear resistant fabric or solid plate material.

F. Portable signs

- 1. Portable signs as permitted per City of Goodyear Sign Zoning Ordinance. Signs shall be subject to renewal of an annual permit issued by the City of Goodyear.
- 2. Portable signs may not be placed in MUE, SWE and PUE without permission of Declarant. Signs shall not be located within sidewalks.
- 3. All portable signs must receive approval of Declarant. Sign Copy may only be specific to the building or tenant within the Lot it is located. No portable signs may be placed outside of Lot owner’s land or tenant leased space.

G. Flags

- 1. All State and United State of America Flags must be illuminated at night or removed at dusk.
- 2. See addition section of Comprehensive Sign Plan and City of Goodyear Sign Zoning Ordinance for flag requirements.

H. Sale or Lease signs

- 1. Sale or Lease signs as permitted per City of Goodyear Sign Zoning Ordinance.
- 2. All Sale or Lease signs must be approved by Declarant and City of Goodyear prior to installation.

I. Sign Placement

1. If specific free standing sign location it not identified above, the sign shall be placed no closer than three (3)' for right of way or back of curb if Private street. Signs may be placed within MUE, SWE and PUE, but in no way may conflict with site visibility triangle (as defined by the City of Goodyear current Engineering Design Standards ) and obstruction of Governmental regulated signed.
  - i. Signs in these locations shall be designed in such a manner so that underground utilities may be modified, installed or repaired.
  - ii. If sign is determined to be a hazard to vehicular or pedestrian traffic as determined by City of Goodyear City Engineer or Declarant, the sign shall be removed and relocated at tenant or land owners expense.
2. All signs shall not impede visibility of governmental regulated signage such as regulatory traffic signs. Location and distance from governmental regulated signs shall be determine by City of Goodyear.
3. No tree on Public or Private street frontage may be removed for placement of sign unless approved by Zoning Administrator.
4. No sign shall be placed within seven (7) of a fire hydrant or within a Liberty Utility easement (unless written permission is received from Liberty Utilities and Declarant.)
5. Parking Garages are treated the same as any building within a Lot in regards to allowance signage. No private advertising is permit on Parking Garage signs.
6. If no specific sign separation distance is specifically identified within this document. Individual free standing sign types shall be separated an appropriate distance as not to create a negative effect to the site architecture of the campus. Final location of signs shall be approved by Declarant and Zoning Administrator. All signs location shall be shown on a dimensions, scaled site plan.

J. Sign Height

1. Height of a freestanding sign shall be measured as the vertical distance from the top of the highest element of the sign structure to the adjacent grade. The adjacent grade is surface grade of the sidewalk or hardscape materials adjacent to sign within 10' of sign.
2. A maximum of three (3) feet of additional height may be added to all freestanding signs to provide for the provisions of architectural embellishment if not specifically identified within the CSP.
3. The height of a Wall sign shall be measured as the vertical distance from the base of the wall on which the sign is located to the top of the sign structure or 1st floor - finish floor elevation (typically 0'0" elevation on building plans.)

K. Sign Area

1. The sign area is per the City of Goodyear Sign Zoning ordinance .
2. For clarification purposes:
  - i. A monument sign (Type A4) is considered a two face sign with a sign copy area of ## sf. The monument sign may have sign copy or text on both faces of the sign, but the maximum sign copy square footage is calculated based on the surface area of one face of the sign not both. This applies to all free standing sign types.

L. Sign Construction

1. All signs shall comply with additional requirements identified within Comprehensive Sign Graphics package. This document and Comprehensive Sign Graphics package may be updated from time to time. If sign is replaced it shall comply with most current version of Comprehensive Sign Package. Contact Declarant for current copy of Comprehensive Sign Package.
2. All signs must be raised letter construction unless specifically stated within the Comprehensive Sign Plan and approved by Declarant.

3. All Directory and Directional signage within 20' of ROW or Private street shall comply additional requirements identified in Comprehensive Sign Graphics package. All fonts shall be the consistent with font indicated in Comprehensive Sign Graphic package.
4. Monument Signs shall be consistent with Comprehensive Sign Graphics but font may be project and or Lot specific.
5. GSQ logo / name must be integrated into design of any Directory sign or Monument sign if sign is located within 20' of ROW or Private Street.
  - i. Exception: Any sign located within the City of Goodyear ROW or City of Goodyear property does not need to comply with section L.5.

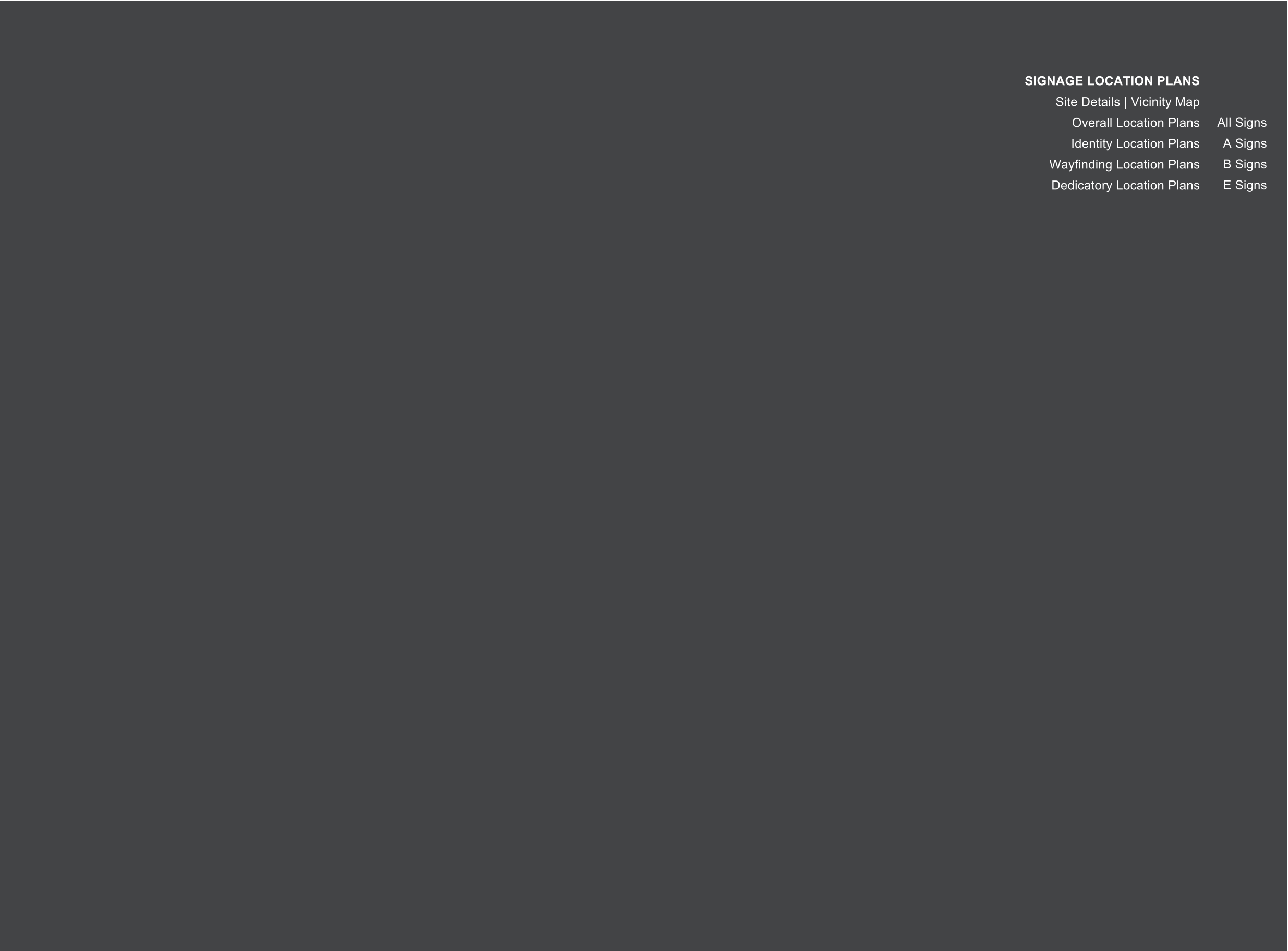
M. Administration

1. All signs must be reviewed and approved by Declarant prior to submittal to City of Goodyear for approval. Land Owner or Tenant will include Declarants approval letter with permit application to city. Declarant approval does not necessarily indicate city approval of signage permit submittal.
2. Declarant Signage Review: Building Owner and or tenant shall submit three (3) colored sign packages and one pdf electronic copy for review by Declarant:
  - i. Submittal must include the following:
    - (1) Name of Applicant and contact information of applicant and sign company fabricating and installing the sign.
    - (2) Detailed scaled shop drawings of signs proposed, clearly describing the sign materials, fabrication methods and colors. All documents to be in color. All colors must match actual colors of material installation at time of installation.
    - (3) Scaled and dimensioned site plan showing exact location of sign and surrounding buildings, landscape, hardscape and utilities. If mounting signs on building, include sign on actual elevation of building. Generic building elevations are not acceptable.
    - (4) Include itemized table of proposed signs, showing number of signs by type, square footage of each sign type, sign copy square footage of each sign type and how it complies with GSQ Comprehensive Sign plan.
    - (5) Copy of City of Goodyear Sign Permit application and Submittal checklist. Contact City of Goodyear for Sign Permit checklist.
      - ii. Declarant may request physical color samples and materials of sign types proposing to install prior to approval.
      - iii. Building Owner and or Tenant shall not submit Signage plans to City of Goodyear until Declarant issues approval letter.
      - iv. Declarant has 30 days to review and approve Signage plans. If Declarant does not respond within 30 days, contact Declarant. Signage Package is not deemed approved if Declarant does not respond.
      - v. Building Owner shall reimburse Declarant for review of Signage package. Contact Declarant for cost of Sign package review. Declarant may contract out Signage package review.
      - vi. Declarant Review of Signage does not indicate or imply approval of signage by City of Goodyear. City of Goodyear is a separate review process.

- 3. Signs shall be replaced or repaired if sign is disrepair, faded or damaged within 45 days of written notice from City of Goodyear or Declarant. If Sign or signs are not repaired within 45 days Declarant, at Land Owner or Tenants expense, Declarant may remove and or repair sign and charge Land Owner or Tenant 150 % of cost to remove or repair sign including any costs to repair building façade, landscape, hardscape adjacent to sign. Land Owner or Tenant may request a 30 day extension if they can provide evidence to Declarant new sign is being fabricated or sign is being repair.
  - i. Internally illuminated signs or electronic display panels that are malfunctioning or only partially illuminated shall be turned off until repairs are complete.
  - ii. If modification or sign replacement results in visible surface imperfections, such as faded paint, cracks, holes, etc. tenant or land owner shall repair building façade to like new conditions.
- 4. Signage design significantly deviating from CSP may be required to be reviewed by City of Goodyear planning commission and City Council at the determination of the Zoning Administrator.
- 5. Definition of Comprehensive Sign Plan:
  - i. Definition of Sign Types are per City of Goodyear Sign Zoning Ordinance.
  - ii. MUE: Municipal Utility Easement
  - iii. SWE: Sidewalk Easement
  - iv. PUE: Public Utility Easement
  - v. No signs may be placed in private easement unless permission is granted from both the grantee and grantor unless specifically described in the Comprehensive Sign Plan.
  - vi. Public Streets: Dedicated public passageway which affords the principal means of access to abutting property.
  - vii. Private Streets Dedicated private passageway which affords the principal means of access to abutting property
  - viii. Frontage: All property on one side of a street between two intersecting streets (crossing or terminating) measured along the line of a street (if street is dead end, then all property abutting one side between an intersecting street and the street's termination), including property fronting on a cul-de-sac.

N. Prohibited Sign Types

- 1. All sign types prohibited within Article 7 – 11 of the City of Goodyear sign code.
- 2. Any sign not specifically listed as being permitted by this Ordinance and GSQ Comprehensive Sign plan is prohibited, including, but not limited to, the following:
  - i. Any sign bearing content or conveying a message that is not protected by the First Amendment to the United States Constitution or any corollary provisions in the Arizona Constitution.
  - ii. Billboard (outdoorboards).
  - iii. Signs attached to any utility pole or structure, street light, traffic signal, tree, fence, fire hydrant, bridge, park bench or other location on City-owned property, rights-of-way or other public property.
  - iv. Signs affixed to any vehicle, except as provided in Article 7-9 (Temporary Signs).
  - v. Off-site signs.
  - vi. 6. Electronic message displays, reader panel signs, and signs that are animated or audible, rotate or have intermittent or flashing illumination or emit audible sound or visible matter except as otherwise allowed in this Article and GSQ Comprehensive sign plan.
  - vii. Banners, flying banners, pennants, wind-driven spinners, streamers, balloons, flags, search lights, strobe lights, holographic projections, laser light displays, beacons, and inflatable signs, except as otherwise provided in Article 7-9 (Temporary Signs).
  - viii. Roof signs.
  - ix. Signs displayed in a manner or location that prevent free ingress and egress from a door, window or other exit.
  - x. Portable signs and/or temporary signs except as otherwise provided in Article 7-9 (Temporary Signs).
  - xi. Signs displayed in a location prohibited by this Ordinance.
  - xii. Directional signs, except as otherwise provided for in this Article and GSQ Comprehensive Sign plan.
  - xiii. Pole signs over six feet in height except as approved within GSQ Comprehensive Sign plan
  - xiv. Nonconforming signs other than legal nonconforming signs.



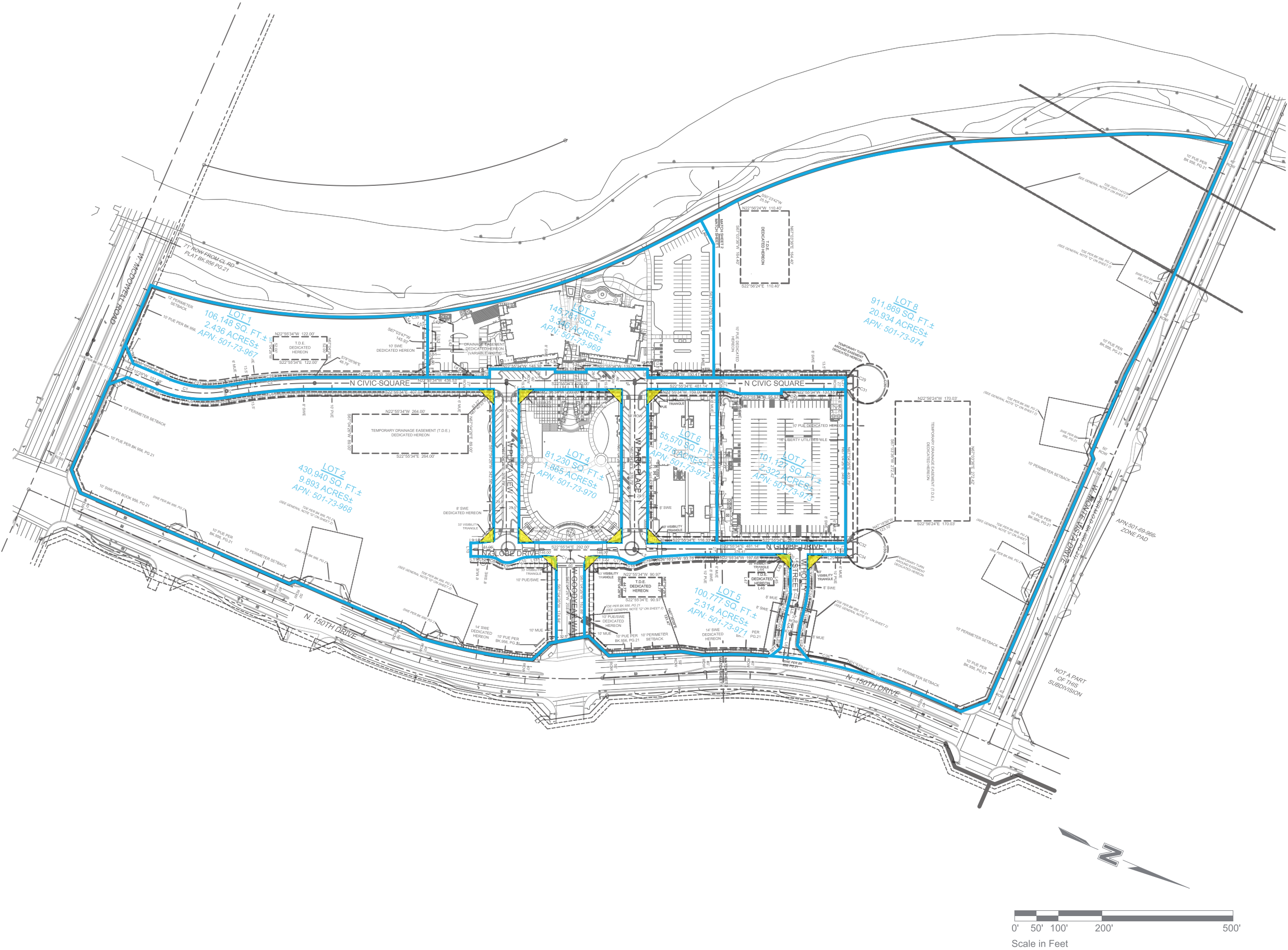
SIGNAGE LOCATION PLANS

|                             |           |
|-----------------------------|-----------|
| Site Details   Vicinity Map |           |
| Overall Location Plans      | All Signs |
| Identity Location Plans     | A Signs   |
| Wayfinding Location Plans   | B Signs   |
| Dedicatory Location Plans   | E Signs   |

SECTION 005.6

- 005.6.1.1
- 005.6.1.2
- 005.6.2
- 005.6.3
- 005.6.4

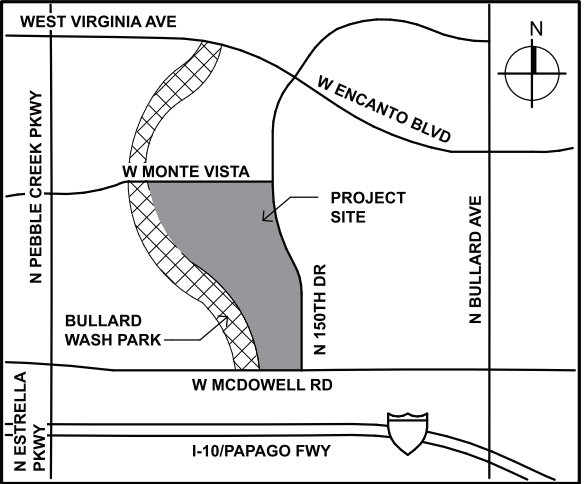


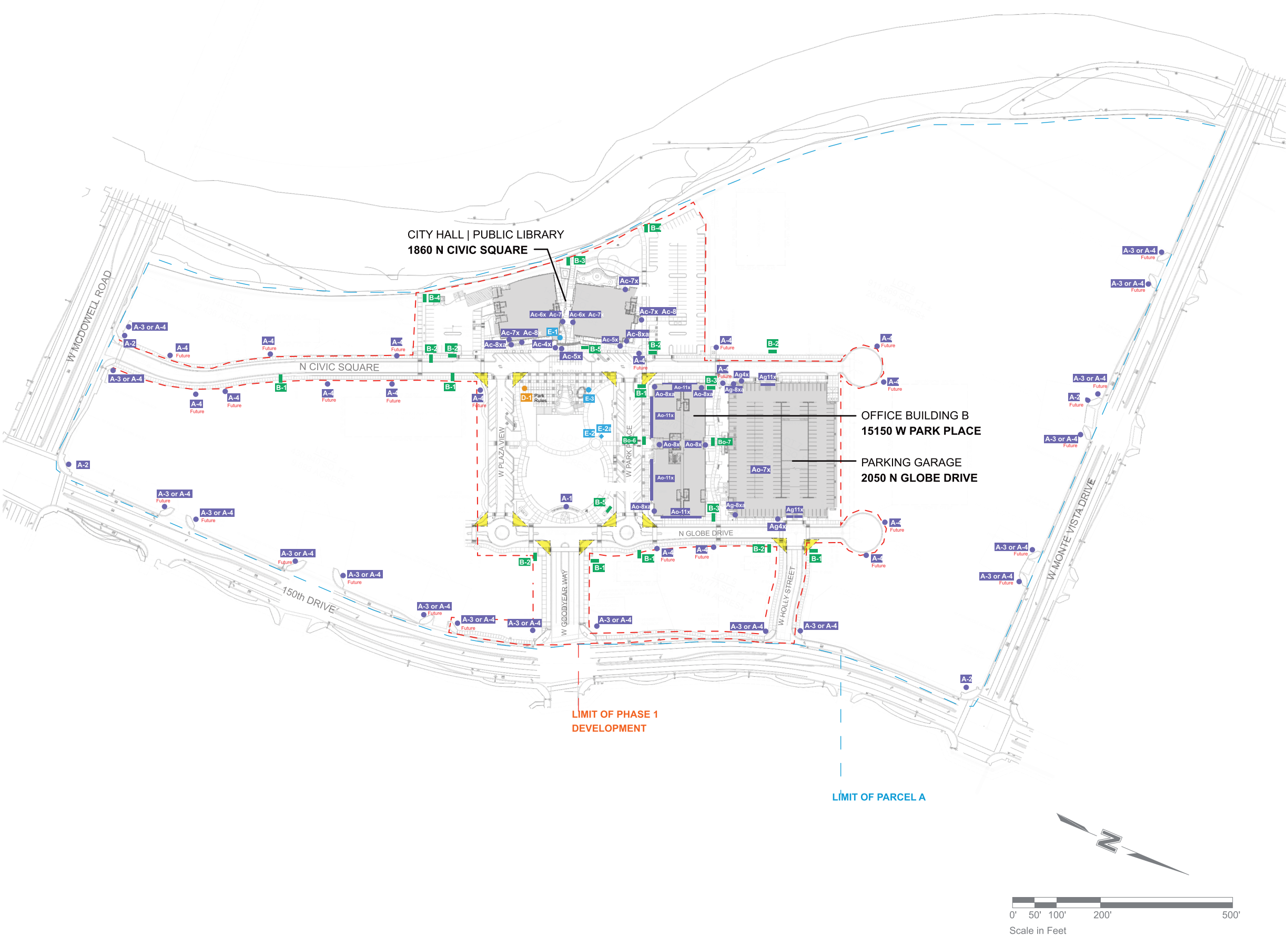


LOT AREAS

| LOT NO. | SQ. FT. (NET±) | ACRES (NET±) |
|---------|----------------|--------------|
| 1       | 106,148        | 2.436        |
| 2       | 430,940        | 9.893        |
| 3       | 145,781        | 3.346        |
| 4       | 81,230         | 1.865        |
| 5       | 100,777        | 2.314        |
| 6       | 55,570         | 1.276        |
| 7       | 101,127        | 2.322        |
| 8       | 911,869        | 20.934       |
| ROW     | 146,534        | 3.364        |
| TOTAL   | 2,079,976      | 47.750       |

VICINITY MAP





CSP SIGNAGE HIERARCHY

A SITE IDENTITY

FREESTANDING SIGNS

- A-1GOODYEAR Letters
- A-2Project Identity @ corner of 150th & McDowell (Monument)
- A-3Primary Project Identity | Tenant Freestanding
- A-4Secondary Project Identity | Tenant Freestanding Current & Future

CITY HALL | LIBRARY

- Ac-4xGOODYEAR "SCRABBLE" Building Identity
- Ac-5xPrimary Building Identity (City Hall & Public Library)
- Ac-6xSecondary Building Identity (at door)
- Ac-7xBuilding Information (City Hall & Public Library)
- Ac-8xBuilding Address (at door)
- Ac-8xaBuilding Address (building/fire safety)

OFFICE BUILDING

- Ao-7xBuilding Information (Office etc)
- Ao-8xBuilding Address (at door)
- Ao-8xaBuilding Address (building/fire safety)
- Ao-11xTenant Identity (building mounted)

PARKING GARAGE

- Ag-4xParking Garage Identity
- Ag-8xaBuilding Numbers (fire safety)
- Ag-11xEntry/Exit (with headache bar)

B WAYFINDING

- B-1Primary Vehicular Directional
- B-2Secondary Vehicular Directional
- B-3Primary Pedestrian Directional
- B-4Secondary Pedestrian Directional
- B-5Primary Directory | Kiosk (Map, Marketing, Events)
- Bo-6Primary Tenant Directory Freestanding
- Bo-7Secondary Tenant Directory Freestanding

C INFORMATIONAL (not shown on plan)

- Cx-1Temporary/Portable Freestanding Sign

D REGULATORY

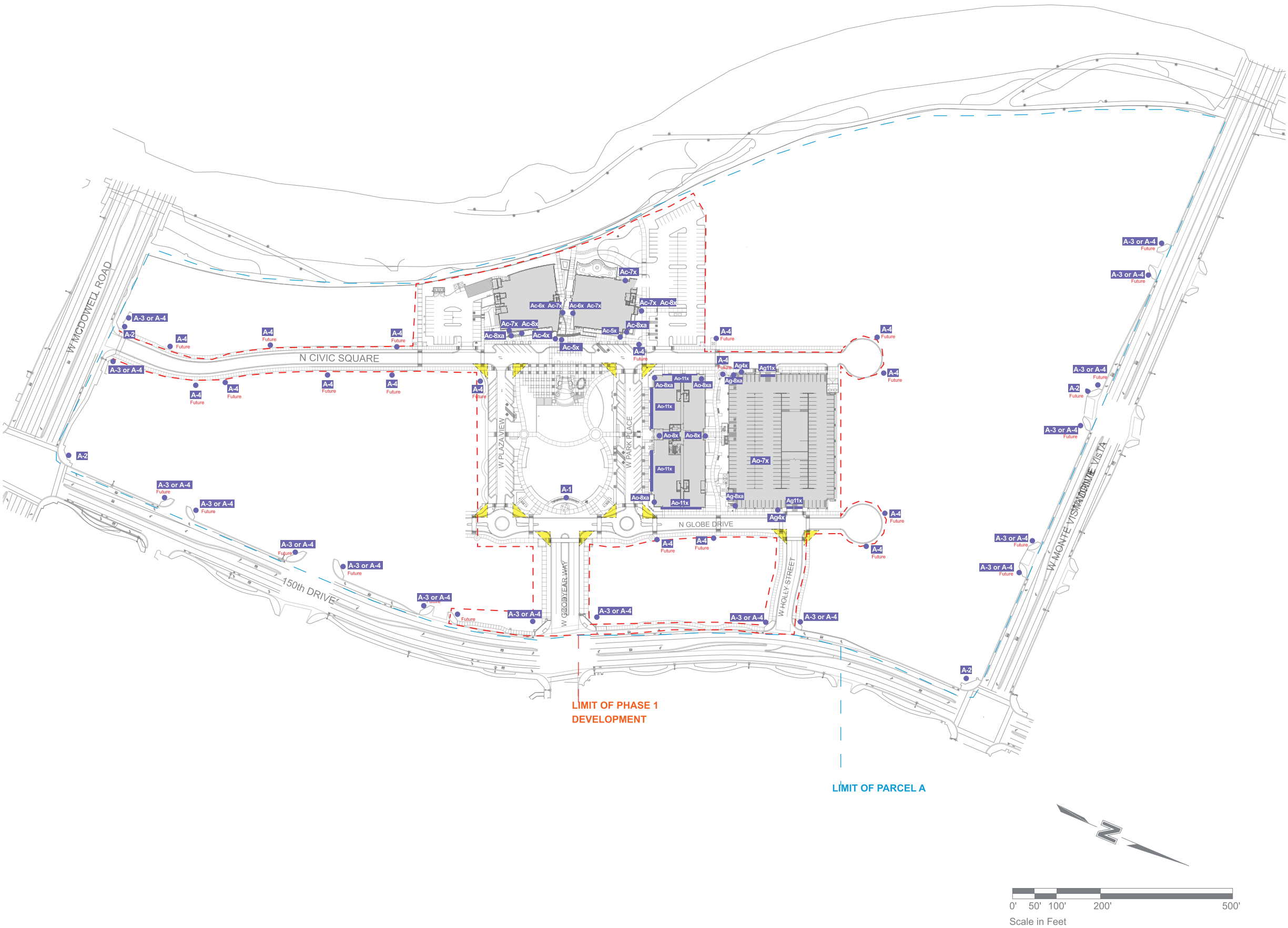
- D-1Park Rules
- D-2Custom Upright Structure (not shown on plan) (Stop Sign, Accessible Parking...etc.)
- D-3, D-3aCustom Upright Structure (Street Sign)
- D-4Embedded Street Identification (Street Sign)

E DEDICATORY | EGD

- E-1Dedication Plaque
- E-2, E-2aTime Capsule / 75th Anniversary
- E-3Public Art Plaque

33' Site Visibility Triangles





CSP SIGNAGE HIERARCHY

A SITE IDENTITY

FREESTANDING SIGNS

- A-1 GOODYEAR Letters
- A-2 Project Identity @ corner of 150th & McDowell (Monument)
- A-3 Primary Project Identity | Tenant Freestanding
- A-4 Secondary Project Identity | Tenant Freestanding  
Current & Future

CITY HALL | LIBRARY

- Ac-4x GOODYEAR “SCRABBLE” Building Identity
- Ac-5x Primary Building Identity (City Hall & Public Library)
- Ac-6x Secondary Building Identity (at door)
- Ac-7x Building Information (City Hall & Public Library)
- Ac-8x Building Address (at door)
- Ac-8xa Building Address (building/fire safety)

OFFICE BUILDING

- Ao-7x Building Information (Office etc)
- Ao-8x Building Address (at door)
- Ao-8xa Building Address (building/fire safety)
- Ao-11x Tenant Identity (building mounted)

PARKING GARAGE

- Ag-4x Parking Garage Identity
- Ag-8xa Building Numbers (fire safety)
- Ag-11x Entry/Exit (with headache bar)

B WAYFINDING

- B-1 Primary Vehicular Directional
- B-2 Secondary Vehicular Directional
- B-3 Primary Pedestrian Directional
- B-4 Secondary Pedestrian Directional
- B-5 Primary Directory | Kiosk (Map, Marketing, Events)
- Bo-6 Primary Tenant Directory Freestanding
- Bo-7 Secondary Tenant Directory Freestanding

C INFORMATIONAL (not shown on plan)

- Cx-1 Temporary/Portable Freestanding Sign

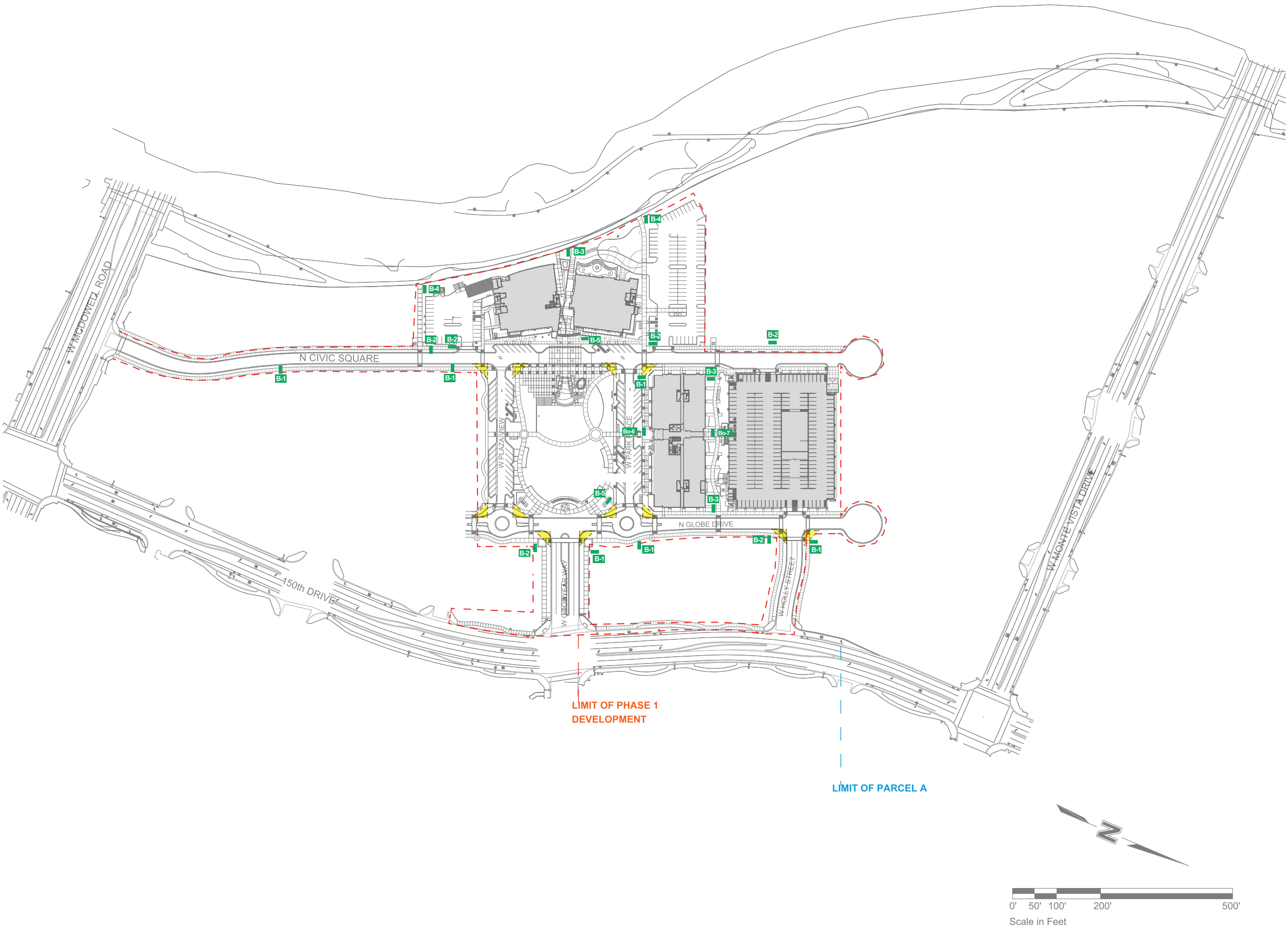
D REGULATORY

- D-1 Park Rules
- D-2 Custom Upright Structure (not shown on plan)  
(Stop Sign, Accessible Parking...etc.)
- D-3, D-3a Custom Upright Structure (Street Sign)
- D-4 Embedded Street Identification (Street Sign)

E DEDICATORY | EGD

- E-1 Dedication Plaque
- E-2, E-2a Time Capsule / 75th Anniversary
- E-3 Public Art Plaque

33' Site Visibility  
Triangles



CSP SIGNAGE HIERARCHY

- A SITE IDENTITY
- FREESTANDING SIGNS
- A-1

GOODYEAR Letters
- A-2

Project Identity @ corner of 150th & McDowell (Monument)
- A-3

Primary Project Identity | Tenant Freestanding
- A-4

Secondary Project Identity | Tenant Freestanding  
Current & Future

- CITY HALL | LIBRARY
- Ac-4x

GOODYEAR "SCRABBLE" Building Identity
- Ac-5x

Primary Building Identity (City Hall & Public Library)
- Ac-6x

Secondary Building Identity (at door)
- Ac-7x

Building Information (City Hall & Public Library)
- Ac-8x

Building Address (at door)
- Ac-8xa

Building Address (building/fire safety)

- OFFICE BUILDING
- Ao-7x

Building Information (Office etc)
- Ao-8x

Building Address (at door)
- Ao-8xa

Building Address (building/fire safety)
- Ao-11x

Tenant Identity (building mounted)

- PARKING GARAGE
- Ag-4x

Parking Garage Identity
- Ag-8xa

Building Numbers (fire safety)
- Ag-11x

Entry/Exit (with headache bar)

- B WAYFINDING
- B-1

Primary Vehicular Directional
- B-2

Secondary Vehicular Directional
- B-3

Primary Pedestrian Directional
- B-4

Secondary Pedestrian Directional
- B-5

Primary Directory | Kiosk (Map, Marketing, Events)
- B-6

Primary Tenant Directory Freestanding
- B-7

Secondary Tenant Directory Freestanding

- C INFORMATIONAL (not shown on plan)
- Cx-1

Temporary/Portable Freestanding Sign

- D REGULATORY
- D-1

Park Rules
- D-2

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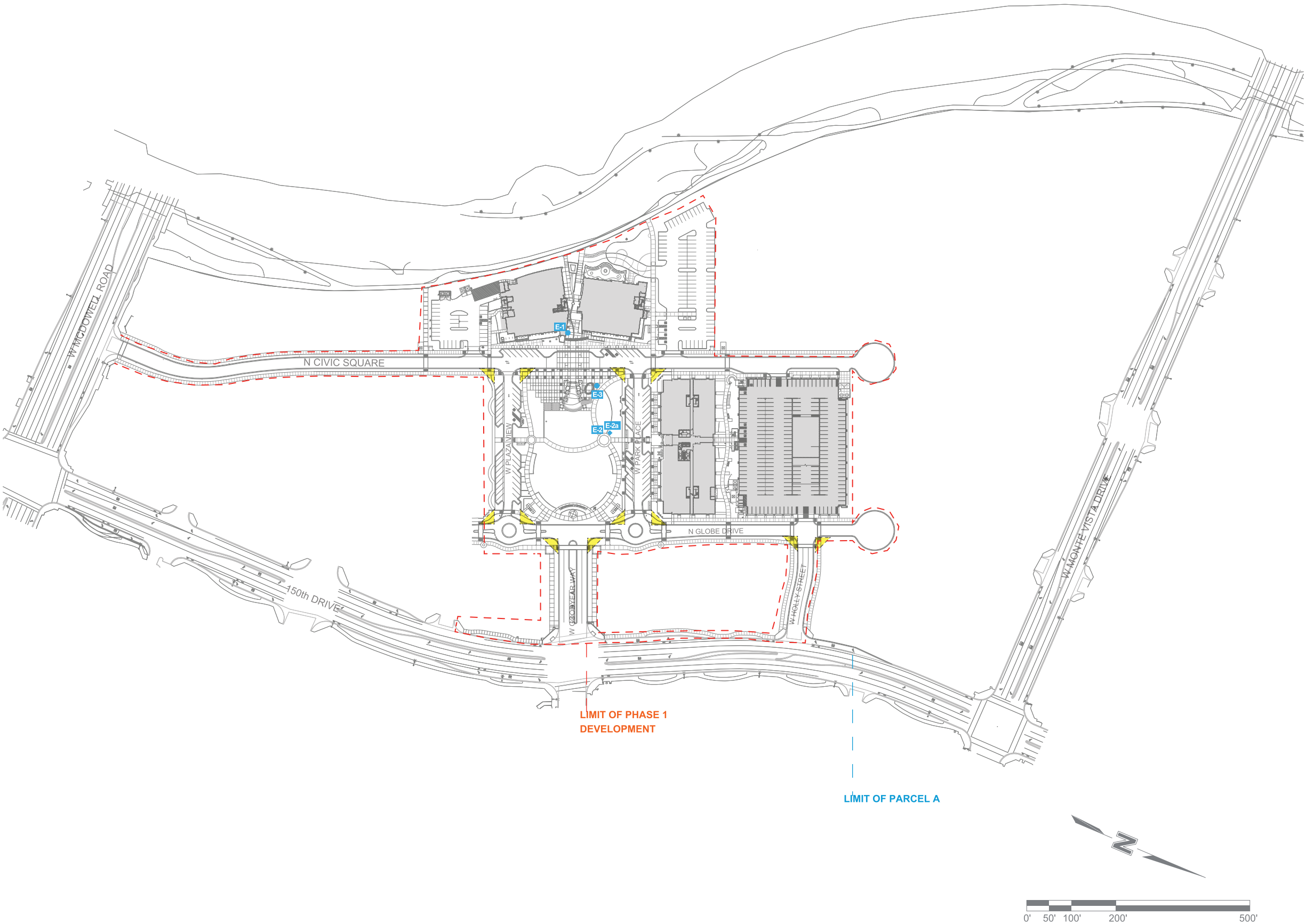
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THE END



GSQ COMPREHENSIVE SIGN PLAN

PRE-APPLICATION

Project Number | P24-00291

Meeting Date | April 1ST 2021

CASE NUMBER | 21-630-00002

SUBMITTAL DATE

JUNE 16TH 2021

REVISION DATE

AUGUST 20TH 2024

A PARTNERSHIP:



GLOBE CORPORATION

PREPARED BY:

THINKING CAPS DESIGN

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Phoenix, Arizona 85004

602.495.1260 | www.thinkingcaps.net

REVISED BY:

BOOTZ & DUKE SIGN CO.

2831 W. Weldon Ave.

Phoenix, Arizona 85017

602.272-9356 | www.bootzandduke.com

VISUAL COMMUNICATIONS INC.

Saint Paul, Minnesota

612-840-5867 | www.visualcomm.com



ITEM #: 6.  
DATE: 11/18/2024  
AI #:2205



## **CITY COUNCIL ACTION REPORT**

**SUBJECT: ADOPTION OF URBAN CAMPING ORDINANCE**

**STAFF PRESENTER(S):** Jenna Goad, Assistant to the City Manager

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### **OTHER PRESENTER(S):**

Brian Issitt, Chief of Police

### **SUMMARY**

This is a request to amend Chapter 11 of the Goodyear City Code to add a prohibition against unauthorized camping on public property.

### **STRATEGIC PLAN ALIGNMENT**



### **RECOMMENDATION**

ADOPT ORDINANCE NO. 2024-1621 AMENDING GOODYEAR CITY CODE CHAPTER 11 BY ADDING SECTION 11-1-40 RELATED TO CAMPING ON PUBLIC PROPERTY. (Jenna Goad, Assistant to the City Manager)

### **FISCAL IMPACT**

There is no direct budget impact associated with the approval of this text amendment. If in the future it is determined that a diversion program is justified, a budget request will be submitted.

### **BACKGROUND AND PREVIOUS ACTIONS**

At a work session held on November 4, 2024, Council discussed the proposed changes to the Goodyear City Code and directed staff to proceed with bringing this forward for adoption.

The City of Goodyear Police Department has a Homeless Outreach Team (HOT) consisting of two officers and one shared sergeant. The HOT regularly engages with individuals experiencing homelessness to offer resources and other support. Those efforts are supplemented by an agreement with Phoenix Rescue Mission for additional street outreach. The 2018 U.S. Court of Appeals for the Ninth Circuit ruling in the Martin v. Boise case previously limited what restrictions could be enacted regarding sleeping or camping in public



places. Under existing laws, individuals can be cited for trespassing on private property and for other illegal behavior, but the Martin v. Boise ruling limited the ability to restrict otherwise legal behavior on public property.

Each January, Goodyear's Police Department participates in the annual Point in Time (PIT) Homeless Count. This annual effort counts the number of people experiencing homelessness on the street and in shelters throughout Maricopa County. This one-night snapshot is a valuable datapoint that helps to inform the work of the Maricopa Continuum of Care, member agencies, and local partners in the effort to end homelessness. Goodyear's official 2024 PIT count was 30 unsheltered individuals. This is higher than the 22 unsheltered individuals counted in 2023, however, it matched the count of 30 unsheltered individuals from 2022.

## **STAFF ANALYSIS**

In June 2024, the United States Supreme Court issued a decision in the Johnson v. Grants Pass case which expanded the restrictions that can be imposed related to sleeping or camping on public property. Several other Arizona cities including Gilbert, Glendale, Phoenix, and Prescott have already enacted such restrictions.

Staff recommends updating City Code to include a prohibition against urban camping in order to protect and improve public health, preserve the parks and other public property for the enjoyment, safety, comfort and convenience of the public, and maintain a healthy and natural environment. This aligns with the Safe & Vibrant Community focus area in the FY25-27 Strategic Plan.

The proposed ordinance would prohibit camping on public property or within 500 feet of a school, childcare facility, shelter, or park. Camping is defined as using property for living accommodation purposes on a temporary or permanent basis, and includes activities such as: using tents or other structures for sleeping, storing personal belongings, making a fire, carrying on cooking activities, or doing any digging or earth breaking. The ordinance specifies that the Director of the Parks and Recreation Department may issue permits or make reservations to authorize youth organizations, schools, or similar entities to camp or park vehicles overnight in a park or preserve. There are additional exclusions for short-term camping in the parking lots of any stadium owned or operated by a public entity on the day of an event (tailgating), and for any person who has been issued a special event permit or has otherwise secured permission from the City.

If this amendment is adopted, the Chief of Police will issue standard operation procedures and training to all officers regarding the enforcement of this ordinance, and staff will evaluate posting signs on city property to notify the public of the restrictions. A violation of this section would be a Class 1 misdemeanor. The maximum penalty for such a violation is up to \$2,500 in fines, six months in jail, and three years probation. In addition to or in lieu of any sentence imposed for a violation of this section, the court may sentence a person to perform community restitution or order a term of education or treatment consistent with Arizona Revised Statutes §13-717. If justified, the Prosecutor's Office, in conjunction with the Court, will explore creating a diversion program.

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## **Attachments**

Attachment A - Ordinance 2024-1621

## ORDINANCE NO. 2024-1621

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING GOODYEAR CITY CODE CHAPTER 11 BY ADDING SECTION 11-1-40 RELATED TO CAMPING ON PUBLIC PROPERTY.

WHEREAS, in June 2024, the United States Supreme Court issued a decision in the Johnson v. Grants Pass case which expanded the restrictions that can be imposed related to sleeping or camping on public property; and

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona wish to protect and improve public health, preserve the parks and other public property for the enjoyment, safety, comfort and convenience of the public, and maintain a healthy and natural environment;

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

SECTION 1. Chapter 11 of the Goodyear City Code is hereby amended by adding Section 11-1-40 as follows:

§ 11-1-40      Camping.

(A) Purpose. The Mayor and Council of the City of Goodyear, Maricopa County, Arizona declare that the purpose of this section is to protect and improve the public health, preserve the parks and other public property for the enjoyment, safety, comfort and convenience of the public, and maintain a healthy and natural environment. The streets and public areas within the city should be readily accessible and available to residents and the public at large. The use of public areas for camping purposes or storage of personal property interferes with the rights of others to use public areas for which they were intended. Such activity can constitute a public health and safety hazard which adversely impacts neighborhoods and commercial areas. Nothing in this section is intended to interfere with otherwise lawful and ordinary uses of public or private property.

(B) Definitions. For purposes of this section:

(1) CAMP or CAMPING means using real property in the City of Goodyear for living accommodation purposes on a temporary or permanent basis, regardless of the intent of the participants or the nature of any other activities in which they may also be engaging, when under the circumstances it reasonably appears that the participants are using the area for living accommodation purposes. Living accommodation purposes includes but is not limited to activities such as;

(a) Using a tent, shelter, vehicle, trailer, camper, or other structure for sleeping;

(b) Making preparations to sleep which may include the laying down of bedding for the purpose of sleeping;

(c) Storing personal belongings;

(d) Making any fire, other than a fire made in a fire pit or barbecue pit provided by the City for such use;

(e) Carrying on cooking activities, other than in a fire pit or barbecue pit provided by the City for such use,

(f) Doing any digging or earth breaking.

(2) CHILDCARE FACILITY has the meaning provided in Arizona Revised Statutes, section 36-881(3).

(3) PUBLIC PROPERTY means any property owned or controlled by the City of Goodyear which includes by way of example but is not limited to any: playground, splash pad, restroom, street, sidewalk, right-of-way, highway, alley way, bike path, transit stop or transit facility, preserve, open space, mountain park, wash, or land whether improved or unimproved, attraction, structure, facility, or parking lot.

(4) SCHOOL means any public, charter, or private school where children attend classes in kindergarten programs or grades one (1) through twelve (12).

(5) SHELTER means a facility or outdoor space, the primary purpose of which is to provide free or low-cost temporary or transitional living accommodations or camping to homeless persons.

(C) Offenses.

(1) No person shall camp in or on any public property within the City of Goodyear unless expressly designated as a permitted camp site or otherwise expressly permitted by the City.

(2) No person shall camp in or on any building, facility, parking lot or structure, that is owned, possessed or controlled by the City of Goodyear.

(3) No person shall camp within five hundred feet (500') of any property boundary of a school, childcare facility, shelter, or park.

(D) The Director of the Parks and Recreation Department may, in accordance with the established procedures of the City or the Parks and Recreation Department, issue permits or make reservations to authorize youth organizations, schools, or similar entities to camp or park vehicles overnight in a park or preserve. Nothing in this section shall be interpreted to prohibit camping or overnight parking that is permitted by the City of Goodyear.

(E) The following activities are excluded under this section:

(1) Any camping which occurs for twelve (12) or less consecutive hours in the parking lots of any stadium owned or operated by a public entity or agency on the day of any sporting event taking place at the stadium owned or operated by the public entity or agency.

(2) Any person issued a special event permit or that has otherwise secured permission of the City of Goodyear.

(F) Penalty.

(1) A violation of this section is a Class 1 misdemeanor.

(2) No person shall be issued a citation for a violation of this section unless the person has previously received a warning from the City of Goodyear within the previous twelve (12) calendar months or the property on which a violation occurs has been conspicuously posted with a warning of the provisions of this section.

(3) In addition to or in lieu of any sentence imposed for a violation of this section, the court may sentence a person to perform community restitution or order a term of education or treatment consistent with Arizona Revised Statutes §13-717.

SECTION 2. EFFECTIVE DATE. This Ordinance shall become effective thirty days after adoption in the manner prescribed by law.

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

\_\_\_\_\_  
Joe Pizzillo, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Darcie McCracken, City Clerk

\_\_\_\_\_  
Roric Massey, City Attorney

ITEM #: 7.  
DATE: 11/18/2024  
AI #:2207



## CITY COUNCIL ACTION REPORT

**SUBJECT:** ADOPTION OF CITY STRATEGIC PLAN FOR FISCAL YEAR (FY) 2025-2028

**STAFF PRESENTER(S):** Jenna Goad, Assistant to the City Manager

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### SUMMARY

Adoption of the City of Goodyear FY2025-2028 Strategic Plan.

### STRATEGIC PLAN ALIGNMENT



Fiscal Resource  
Management



Economic  
Vitality



SAFE &  
VIBRANT  
COMMUNITY



INNOVATIVE & HIGH  
PERFORMING  
ORGANIZATION



INFRASTRUCTURE

### RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2434 ADOPTING THE CITY OF GOODYEAR FY2025-2028 STRATEGIC PLAN. (Jenna Goad, Assistant to the City Manager)

### FISCAL IMPACT

There is no direct budget impact from this planning item. Future expenditure requests associated with projects proposed in the plan will be discussed during the annual budget development process.

### BACKGROUND AND PREVIOUS ACTIONS

Council adopted the FY2025-2027 Strategic Plan in November 2023. The plan outlines the city's focus areas, guiding principles, and specific goals established by the Council which guide and prioritize staff's efforts during the three years of the plan.

In preparation for the first annual update of the strategic plan beginning in FY2025, the staff leadership team and Council provided feedback on priorities through a survey in August 2024. The leadership team took that feedback and developed a draft of the proposed plan update, which was presented to Council at its retreat on October 2. Council provided consensus on the proposed draft, with a few small changes that have been incorporated into this final version.

### STAFF ANALYSIS



The City of Goodyear FY2025-2028 Strategic Plan (Attachment A) represents a substantial coordinated effort on the part of the City Council and leadership team to develop a plan that represents City Council's goals and priorities. Staff will provide quarterly updates on the status of the action items. In recognition that priorities change, the plan will be reviewed annually at the City Council Retreat to consider, and modify if needed, the action items for upcoming fiscal years based on changing priorities. Staff is recommending the adoption of the City of Goodyear FY2025-2028 Strategic Plan.

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### **Attachments**

Attachment A - Resolution 2024-2434  
Presentation

**RESOLUTION NO. 2024-2434**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ADOPTING THE CITY OF GOODYEAR FY2025-2028 STRATEGIC PLAN.

WHEREAS, the City Council, in its role as the policy-making body for the City of Goodyear, has established the long-term vision for the city of Goodyear; and

WHEREAS, pursuant to this direction from the City Council, a collaborative effort has been completed to define strategic focus areas, guiding principles, and proposed projects over a four-year period that best progress the city toward this vision; and

WHEREAS, these priorities will be utilized to develop budget priorities and establish department operational plans; and

WHEREAS, the City Council has reviewed and considered the plan, and will review the plan annually beginning in fiscal year 2026.

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

SECTION 1. The City Council formally adopts the City of Goodyear FY2025-2028 Strategic Plan attached hereto and incorporated herein by this reference and its strategic focus areas, guiding principles, and proposed action items.

SECTION 2. Resolution 2024-2434 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a \_\_\_\_\_ vote, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Joe Pizzillo, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Darcie McCracken, City Clerk

\_\_\_\_\_  
Roric Massey, City Attorney



FY2025-2028

# STRATEGIC PLAN







Goodyear is committed to providing the best quality of life for our residents. A place they can be proud of while raising a family, working close to home, and enjoying our unique amenities.

Having a winning team starts with having a good game plan so everyone is working towards common goals. To meet these goals requires strategic planning and input from City Council, city staff and residents.

Over the past eight months, the city has conducted both community and employee surveys to get valuable feedback on what our residents expect, what our employees need, and to ensure we continue attracting the best talent and providing outstanding services. The community and employee surveys served as the foundation for what is included in our city's strategic plan, and many elements of the plan include direct feedback received from our community and our city employees. In addition, BridgeGroup LLC Management Consultants, facilitated the strategic plan creation and they held retreats with Council and the city's leadership team. This plan will serve as a visionary document and would not have been possible without the valuable input and strong leadership of the City Council. To track and guide the plan's implementation, city staff will provide quarterly status updates to Council.

The plan will focus on the following areas:

- Fiscal & Resource Management
- Economic Vitality
- Safe and Vibrant Community
- Innovative and High Performing Organization, and
- Infrastructure

Each of these focus areas have guiding principles and specific, measurable activities to be completed within the next four fiscal years (FY) 25-28.



It's a  
*Great* time  
to be in Goodyear.



*Wynette Reed*

**GOODYEAR CITY MANAGER**

“*The plan will guide how we invest and focus both our fiscal resources and staff's time, ensuring the city stays on track by making deliberate, smart, and sustainable choices for the future of Goodyear.*”

I am pleased to present the FY25-28 city of Goodyear Strategic Plan that can be tracked and monitored by Council, residents, and staff to ensure we meet our goals and achieve our mission of being the city of choice for businesses, residents, and employees.









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**5** GOODYEAR VISION AND MISSION STATEMENTS

**6** GOODYEAR VALUES

**7** FISCAL & RESOURCE MANAGEMENT

**9** ECONOMIC VITALITY

**11** SAFE & VIBRANT COMMUNITY

**14** INNOVATIVE & HIGH PERFORMING ORGANIZATION

**16** INFRASTRUCTURE





# GOODYEAR VISION



## *The city of Goodyear will be*

- a great place to live, work and raise a family;
- a city with healthy lifestyles and commitment to the environment;
- a growing community that provides quality opportunities and lifestyles.

## *We will be known as*

- a destination place for regional shopping, dining, and entertainment;
- a destination for higher education designed for workforce needs;
- a place for diverse job opportunities and an inventory of industries;
- an incubator for entrepreneurs;
- a hub of arts and culture in the West Valley.

# GOODYEAR MISSION

The city of Goodyear will provide the finest municipal services and promote a quality environment to enhance our community's prosperity through citizen and employee participation. We are committed to the stewardship of resources and fulfillment of the public trust.

## *Our Purpose*

With unified leadership, a talented workforce, and an involved citizenry, Goodyear is on the leading edge of tremendous growth and quality development opportunities. By eliminating barriers and staying adaptable, we will take calculated risks to maximize the community's potential. We deliver services to meet the needs of our city so that Goodyear continues to be a thriving sustainable community for all.



# GOODYEAR VALUES

The city of Goodyear and its employees serve residents according to SIX core values.



**We Care, We Achieve, *We Celebrate***

## **Empathy**

*Be respectful, kind and aware*

## **Innovation**

*Be resourceful, progressive and curious*

## **Optimism**

*Be hopeful, resilient and positive*

## **Adaptability**

*Be a champion, purposeful and connected*

## **Integrity**

*Be consistent, trustworthy and transparent*

## **Initiative**

*Be a leader, proactive and a problem solver*





# FISCAL & RESOURCE MANAGEMENT



The city of Goodyear will maintain a transparent, adaptable, and forward-looking fiscal position that aligns with community priorities to provide an outstanding quality of life for our residents. The city will implement innovative, efficient and responsible policies and financially sustainable business practices to effectively manage its fiscal and human resources.

01

GUIDING PRINCIPLE

Demonstrate fiscal responsibility through established financial policies, budgeting practices and financial standards that meet the requirements and benchmarks for financial reporting established by the Governmental Finance Officer Association (GFOA) and the Government Accounting Standards Board (GASB).

02

GUIDING PRINCIPLE

Implement business processes and operational efficiencies to streamline the provision of government services, including the identification of cost of services and cost recovery policies.

03

GUIDING PRINCIPLE

Implement fiscally sustainable initiatives that allow the city to proactively plan, recruit, maximize and retain top human resources.

04

GUIDING PRINCIPLE

Implement innovative and integrated technology initiatives to support city business processes and customer service.

05

GUIDING PRINCIPLE

Create, pursue and maintain collaborative partnerships to maximize and leverage city resources.

06

GUIDING PRINCIPLE

Enhance and protect existing revenue sources while seeking new diverse revenue sources to ensure the city can adapt to changing economic conditions.





# FISCAL & RESOURCE MANAGEMENT



| ACTION ITEM                      | DESCRIPTION  | RESPONSIBILITY | TIMEFRAME |
|----------------------------------|--|----------------|-----------|
| Social Services Donation Policy  | Review existing funding policy and process supporting social services in the community   | CMO            | FY25      |
| Internal Auditing                | Evaluate the need/scope for an internal auditing function  | FIN            | FY25      |
| Financial System Integration     | Evaluate integration of financial systems as a process improvement   | FIN / IT       | FY26      |
| Water and Wastewater Rates       | Complete rate study and implement recommendations  | FIN            | FY25      |
| Volunteer Program                | Evaluate expanding program based on best practices   | HR             | FY25      |
| CIP Management                   | Improve the scope/cost estimation of the projects  | ENG            | FY25      |
| Departmental Staffing Plans      | Evaluate the 3-5 year staffing needs in all departments  | HR             | FY26      |
| Technology Assessment            | Evaluate current technology uses/needs in all departments and identify emerging trends   | IT             | FY25      |
| CFD Policy Update                | Revise Council policy to meet best practice  | FIN            | FY25      |
| Water Resource Allocation Policy | Create a policy regarding the sale of water resources for development  | WATER          | FY25      |
| Stormwater Fee                   | Evaluate a stormwater fee to support stormwater operations and projects throughout the city  | WATER / FIN    | FY26      |
| Comprehensive Water Strategy     | Develop a citywide strategy that addresses water resources planning, infrastructure planning, water use and conservation, development guidelines and processes, and financial resources for both the city's water service area as well as the city's own usage | CMO            | FY26      |





# ECONOMIC VITALITY



The city of Goodyear will maintain its unique character while seeking diverse and high-quality development that supports the community's economic sustainability. The city will foster economic development strategies that invest in public amenities and infrastructure to enhance our community.

01

GUIDING  
PRINCIPLE

Ensure city services are continually streamlined, efficient, customer focused and responsive to support residential and business growth, and the long-term success of existing local businesses and residents.

02

GUIDING  
PRINCIPLE

Continually update and refine long-range plans that incorporate resident and stakeholder input to provide a road map for community design, strategic economic development and infrastructure investments.

03

GUIDING  
PRINCIPLE

Focus on strategic and targeted economic development pursuits that increase high quality employment and amenities, encourage tourism and generate additional revenues.

04

GUIDING  
PRINCIPLE

Nurture and support existing businesses and entrepreneurial efforts in the city.

05

GUIDING  
PRINCIPLE

Foster business investment through streamlined processes, innovation and ongoing partnerships.

06

GUIDING  
PRINCIPLE

Employ balanced housing strategies that target a wide variety of options (e.g., types, price ranges, sizes, ownership/rental and styles) through strategic partnerships and enhanced ordinances/policies.





# ECONOMIC VITALITY



| ACTION ITEM                          | DESCRIPTION   | RESPONSIBILITY | TIMEFRAME |
|--------------------------------------|---|----------------|-----------|
| Innovation Hub                       | Evaluate current format to find efficiencies and expansion opportunities  | ECDEV          | FY25      |
| Development Continuum                | Evaluate processes to streamline development timeline - Legal and DSD   | DSD / LEGAL    | FY25      |
| Housing Diversity                    | Evaluate development incentives for custom homes in targeted areas, affordable homes, owner occupied projects and first-time homebuyers | CMO            | FY27      |
| Common Visioning                     | Council/staff alignment on future vision for development  | CMO            | FY26      |
| Goodyear Ballpark Development        | Solicit RFP for private development on city owned land  | CMO / ECDEV    | FY26      |
| Spring Training Agreement Extensions | Negotiate extensions to the Guardians and Reds team use agreements  | PARKS          | FY28      |







# SAFE & VIBRANT COMMUNITY



The city of Goodyear will provide programs, gathering places and events where the community can come together to participate in opportunities for an engaged, healthy, safe and active lifestyle.

01

GUIDING  
PRINCIPLE

Promote public safety services, community relationships and innovative programs that ensure a safe community.

02

GUIDING  
PRINCIPLE

Develop and enhance the parks, trails, community facilities and public art programs and amenities within our community to further the quality of life.

03

GUIDING  
PRINCIPLE

Support and create partnerships with public/private educational institutions and other community organizations.

04

GUIDING  
PRINCIPLE

Ensure community engagement through continuous focused outreach and strategic utilization of various communication methods.

05

GUIDING  
PRINCIPLE

Foster citywide initiatives, policies and city codes that support a clean, well-maintained and sustainable community.

06

GUIDING  
PRINCIPLE

Provide diverse arts and culture, recreational programs, events and library services that serve all ages, abilities and interests.





# SAFE & VIBRANT COMMUNITY



| ACTION ITEM                              | DESCRIPTION  | RESPONSIBILITY  | TIMEFRAME |
|--|--|-----------------|-----------|
| Bullard Wash Trail Plan                  | Evaluate phasing of Bullard Wash Trail Plan  | PARKS           | FY25      |
| Citizen Survey Implications              | Evaluate strategies to improve areas with results more than 5 points below benchmark                 | CMO             | FY25      |
| Sports and Tourism                       | Evaluate sports and tourism strategy   | PARKS/<br>ECDEV | FY25      |
| Use of Energy Efficient Technology       | Evaluate and implement proven sustainable technologies in city facilities                            | PW              | FY27      |
| Update City Website                      | Evaluate the city website for ease of navigation by users (devices)                                  | COM             | FY26      |
| Unified City Communications Plan         | Evaluate and implement a coordinated citywide public communications plan                             | COM             | FY25      |
| Recreation Campus Phase 2                | Design Phase 2 improvements to Goodyear Recreation Campus (Project #50-24-436; construction FY28-31) | PARKS           | FY27      |
| Public Transit                           | Evaluate funding and service levels  | ENG             | FY26      |
| Zoning Ordinance Rewrite                 | Review and rewrite the zoning ordinances   | DSD             | FY26      |
| Ambulance Service                        | Implement and fund remaining phases of staffing plan   | FIRE            | FY27      |
| Regional Public Safety Training Facility | Explore and evaluate regional partnerships for a training center (BOND DEPENDANT)                    | FIRE            | FY27      |
| Real-Time Crime Center                   | Study and evaluate creation of a Real-Time Crime Center  | PD              | FY25      |
| Traffic Management Center Optimization   | Integrate optimized traffic signal software to improve timing, synchronization and traffic flow      | ENG             | FY26      |





# SAFE & VIBRANT COMMUNITY



| ACTION ITEM                      | DESCRIPTION  | RESPONSIBILITY | TIMEFRAME |
|----------------------------------|--|----------------|-----------|
| PD Strategic Plan                | Develop a Strategic Plan for the Police Department to ensure that decisions are driven by well-planned strategies  | PD             | FY26      |
| Bullard Wash Trail Design        | Design extension of Bullard Wash Trail from GSQ to the Ballpark (Project #50059; construction FY27-FY28)   | PARKS          | FY27      |
| Bullard Wash Trail Construction  | Construct extension of Bullard Wash Trail from GSQ to the Ballpark (Project #50059; construction FY27-FY28)  | PARKS          | FY28      |
| Quality Neighborhoods            | Evaluate programs or organizational changes that focus on preserving safe, well-maintained, code-compliant, quality neighborhoods and neighborhood beautification programs | DSD / CMO      | FY28      |
| Fire Strategic Plan              | Develop a Strategic Plan for the Fire Department to ensure that decisions are driven by well-planned strategies  | FIRE           | FY28      |
| Long-Range Amenities Master Plan | Develop a long-range master plan focused on creating more amenities such as a conference center, performing arts venue, and land for future city facilities                | CMO            | FY28      |
| Regional Jail Study              | Study and evaluate potential partnerships for a regional jail facility   | PD             | FY27      |
| Library Service Expansion        | Develop a plan for implementing expanded library services as outlined in the Library Master Plan   | PARKS          | FY28      |





# INNOVATIVE & HIGH PERFORMING ORGANIZATION



The city of Goodyear strives to be a preferred employer by fostering an inclusive culture and a safe working environment that attracts and retains a highly performing and engaged workforce. The city is committed to providing outstanding service to the community at an exceptional value.

01

GUIDING PRINCIPLE

Prioritize the well-being and safety of every team member by fostering a culture that promotes holistic well-being and creates a respectful and supportive environment for all to thrive.

02

GUIDING PRINCIPLE

Foster a culture of recognition that actively acknowledges and celebrates hard work, dedication and achievements while creating an environment where every individual is valued, respected and recognized for their unique contributions and perspectives.

03

GUIDING PRINCIPLE

Create and maintain a culture of ownership by empowering employees to make decisions. Ensure employees have the necessary resources to perform their roles and provide excellent customer service efficiently and effectively.

04

GUIDING PRINCIPLE

Foster opportunities and programs that support professional development and employee engagement for continuous learning and growth.

05

GUIDING PRINCIPLE

Implement initiatives that enhance communication, cross-departmental collaboration and transparency for city employees.

06

GUIDING PRINCIPLE

Establish clear expectations for all employees and volunteers of the city.





# INNOVATIVE & HIGH PERFORMING ORGANIZATION



| ACTION ITEM                            | DESCRIPTION   | RESPONSIBILITY | TIMEFRAME |
|--|---|----------------|-----------|
| Remote Work Flex Schedule              | Evaluate and implement best practices for remote work policies for seamless customer service  | HR             | FY25      |
| Performance Measures                   | Improve effectiveness and application of city performance metrics   | CMO            | FY26      |
| Strategic Innovation Promotion         | Evaluate best practice for strategic innovations  | CMO            | FY26      |
| Recruitment Process                    | Evaluate and implement best practices for streamlining the hiring process   | HR             | FY25      |
| Cultural Journey                       | Continue to innovate and improve upon the existing successes  | HR             | ON-GOING  |
| Succession Planning                    | Develop and implement industry best practice - based planning   | HR             | FY27      |
| Automation of Employee Processes       | Identify process improvements to eliminate duplicative activities (paper forms, scans, etc)   | IT             | FY26      |
| Open Data Portal                       | Evaluate and implement changes to the "open data" process   | IT / CLERK     | FY27      |
| Mission, Vision and Purpose Statements | Update the overarching statements to reflect the future of the organization   | CMO            | FY25      |
| IT Strategic Plan                      | Develop an Information Technology Strategic Plan that addresses technology needs, artificial intelligence (AI), governance, policies, usage, and implementation | IT             | FY26      |
| Public Works Accreditation             | Evaluate pursuing accreditation through the American Public Works Association   | PW             | FY28      |
| Efficiency and Effectiveness           | Evaluate efficiency and effectiveness within departments  | CMO            | FY28      |





# INFRASTRUCTURE



The city of Goodyear will strategically plan, implement and maintain current and future infrastructure and facilities to support the community's quality of life, economic viability and protection of the environment.

01

GUIDING  
PRINCIPLE

Follow industry best practices to maintain the efficiency and operability of current underground and aboveground infrastructure and facilities.

02

GUIDING  
PRINCIPLE

Identify programs, technologies or resources to optimize current practices that ensure the sustainability of existing infrastructure and facilities.

03

GUIDING  
PRINCIPLE

Establish long-term planning, prioritization and investment strategies for future infrastructure and facilities that improve the quality of life.

04

GUIDING  
PRINCIPLE

Promote and implement sustainable water management policies and practices.





# INFRASTRUCTURE



| ACTION ITEM                               | DESCRIPTION   | RESPONSIBILITY | TIMEFRAME |
|---|---|----------------|-----------|
| Field Staff Facilities                    | Plan and implement the relocation of staff from the Calle de Pueblo complex                                     | PW             | FY25      |
| Water and Wastewater Analysis             | Review the current condition and future needs of the systems - technology, staffing, operational structure etc. | WATER          | FY25      |
| 100yr Assured Water Supply Re-Designation | Complete the analysis and application for re-designation from ADWR  | WATER          | FY25      |
| Traffic Cameras                           | Identify legally acceptable, best practices for recording traffic cameras                                       | ENG / PD       | FY25      |
| RVWWTP Expansion                          | Design plant expansion (Project #60077; construction FY25-27)   | WATER          | FY26      |
| RVWWTP Expansion Construction             | Construct plant expansion (Project #60077; construction FY25-27)  | WATER          | FY27      |
| 157th WWTP Expansion                      | Design plant expansion following re-rating (Projects #60109 and #61014; construction FY25-30)                   | WATER          | FY26      |
| Capital Project Management                | Identify and implement best practices to manage the program   | CMO            | FY25      |
| Fire Station 187 Improvements             | Design, bid and remodel fire station in Mobile (Project #30014)   | FIRE           | FY26      |
| Camelback Road                            | Construct Camelback Road improvements from SR303 - 152nd Ave (Project #42038; construction FY25-27)             | ENG            | FY27      |
| Estrella Parkway Design                   | Design Estrella Parkway roadway and bridge improvements (Project #42026; construction FY26-28)                  | ENG            | FY26      |
| Estrella Parkway Construction             | Construct Estrella Parkway roadway and bridge improvements (Project #42026; construction FY26-28)               | ENG            | FY28      |



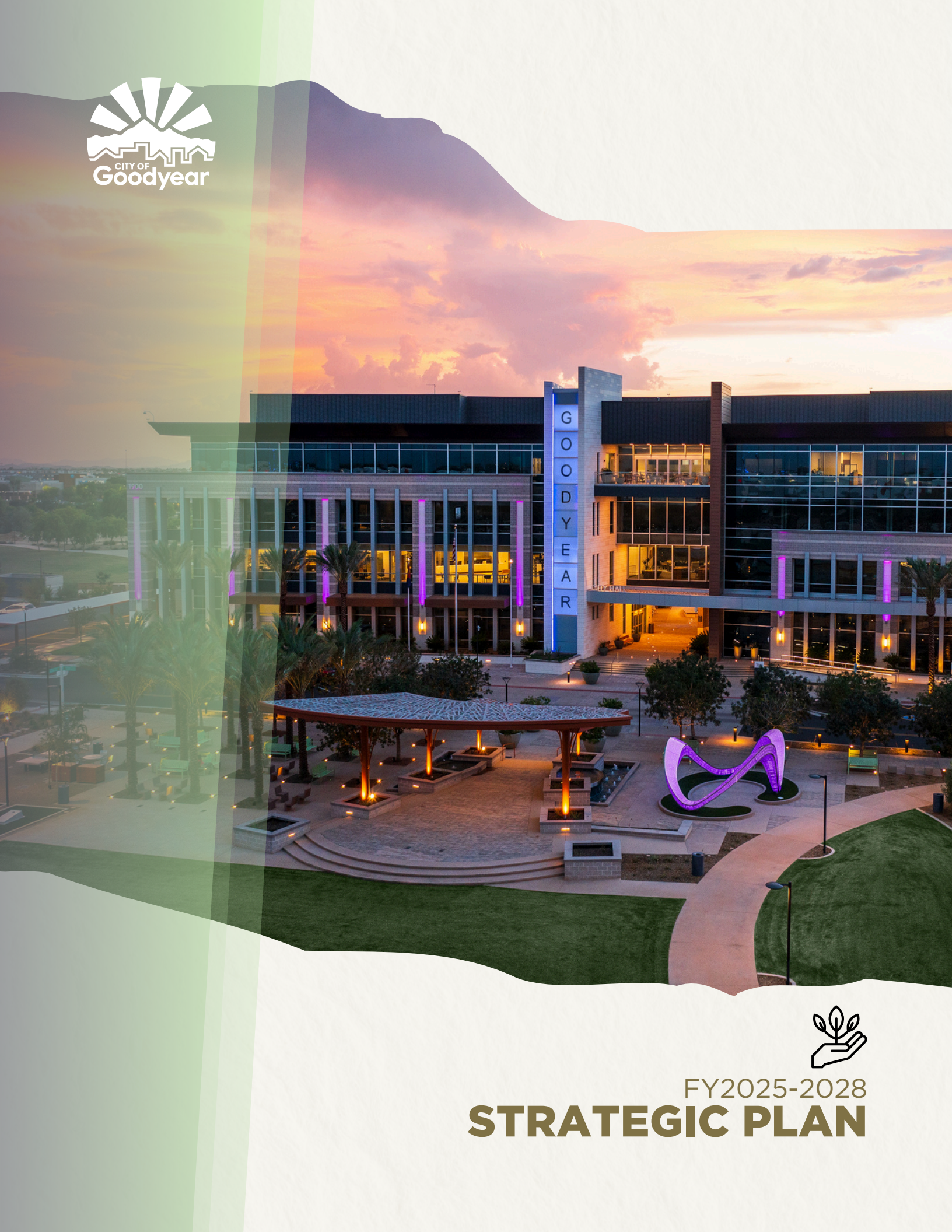


# INFRASTRUCTURE



| ACTION ITEM                       | DESCRIPTION   | RESPONSIBILITY | TIMEFRAME |
|-----------------------------------|---|----------------|-----------|
| Brine Disposal & PVNPGS           | Construct transmission line and associated improvements to Palo Verde Nuclear Generating Station (Projects #60034 and #61015; construction FY25-26) | WATER          | FY26      |
| Municipal Operations Complex      | Present recommendations to Council on the proposed expansion of the Municipal Operations Complex (Project #60119)                                   | PW             | FY26      |
| Fire Resource Management Facility | Construct a Fire Resource Management Facility (Project #30015; construction FY26-27)  | FIRE           | FY27      |
| Fire Station 189                  | Construct new fire station at Citrus & Indian School (Project #30-22-130; construction FY27-28)   | FIRE           | FY28      |
| Municipal Court Facility          | Conduct a space planning study to determine future needs of the Municipal Court   | COURT          | FY27      |
| West Side Police Substation       | Design a new Police Substation adjacent to Fire Station 188 (Project #35-25-450; construction FY28-30)  | PD             | FY28      |
| McDowell Road Construction        | Construct improvements of McDowell Road from Litchfield Road to Dysart Road (Project #42058; construction FY25-27)                                  | ENG            | FY27      |
| Sarival Avenue Construction       | Construct improvements of west half of Sarival Avenue from Yuma Road to Elwood Street (Project #42048; construction FY26-27)                        | ENG            | FY27      |
| Cotton Lane Construction          | Construct improvements of Cotton Lane from Estrella Parkway to Cotton Lane Bridge (Project #42046; construction FY26-27)                            | ENG            | FY27      |
| Yuma Road Design                  | Design improvements of Yuma Road from Cotton Lane to Canyon Trails (Project #42-23-314; construction FY28-30)                                       | ENG            | FY27      |
| Indian School Road Design         | Design improvements of Indian School Road from Perryville Road to Citrus Road (Project #42089; construction FY28-30)                                | ENG            | FY27      |





FY2025-2028  
**STRATEGIC PLAN**





# FY2025-2028 Strategic Plan



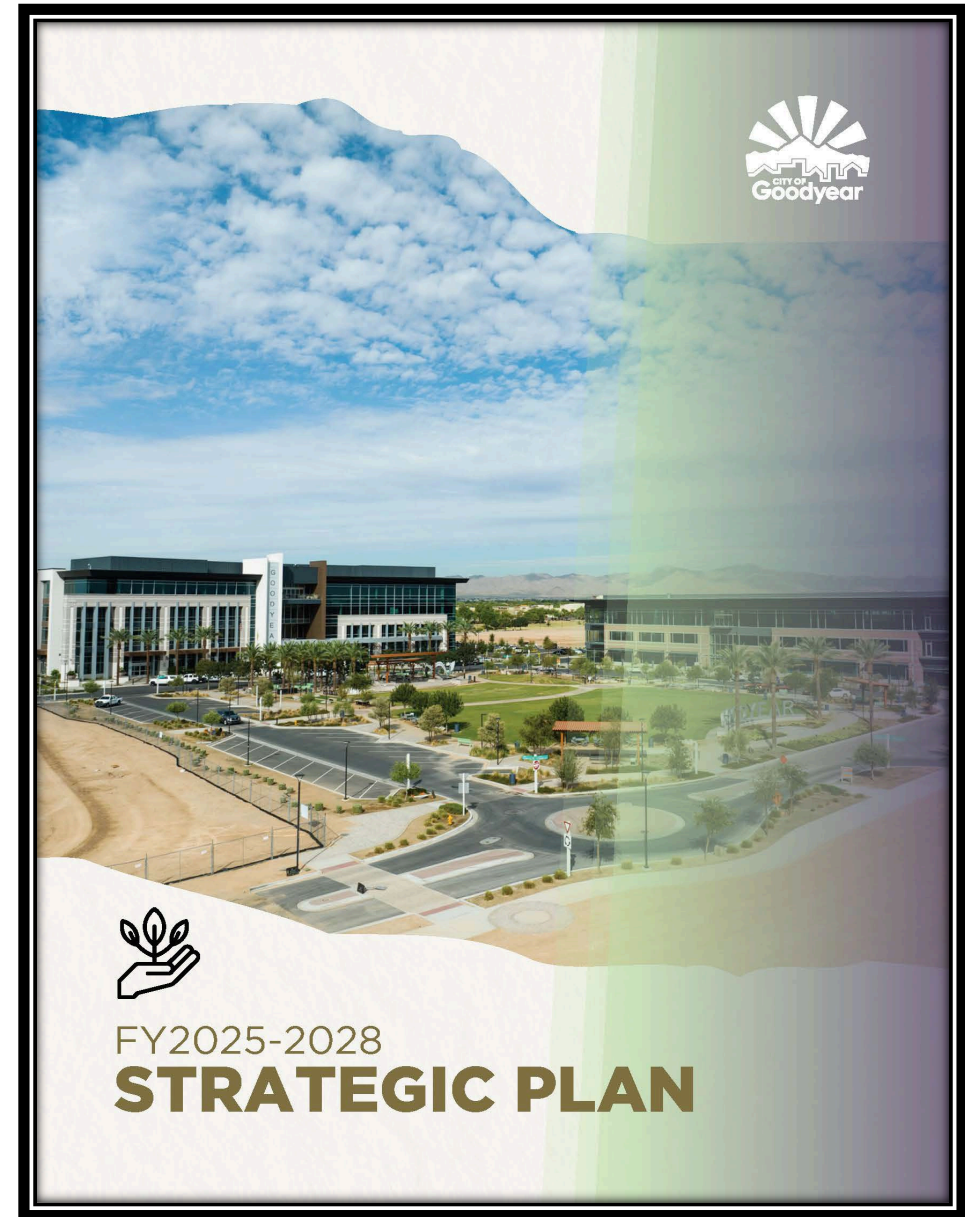


# FOCUS AREAS



# PROCESS

- Leadership Team & Council Surveys
- Leadership Team & Council Retreats





# RECOMMENDATION

Adopt resolution for  
FY2025-FY2028  
Strategic Plan



ITEM #: 8.  
DATE: 11/18/2024  
AI #:2326



## CITY COUNCIL ACTION REPORT

**SUBJECT: ORDERING THE SALE OF THE CITY OF GOODYEAR, ARIZONA,  
SUBORDINATE LIEN WATER AND SEWER REVENUE OBLIGATIONS,  
SERIES 2025**

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

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### SUMMARY

This action will authorize bonds to be issued for the purpose of constructing water and wastewater infrastructure. Approval of this Eighth Supplemental Resolution would (i) further supplement and amend the City's Resolution No. 99-662 (the "Master Resolution"), dated January 25, 1999 (which authorizes the incurrence of water and sewer revenue refunding and improvement indebtedness); (ii) authorize the execution and delivery of city of Goodyear, Arizona, Subordinate Lien Water and Sewer Revenue Obligations, Series 2025; (iii) approve and authorize the execution and delivery of a Trust Agreement, an Agreement, a Purchase Contract, a Continuing Disclosure Certificate, an Official Statement and related documents, all related to the Series 2025 Obligations; and (iv) delegate certain authority to the Finance Director and other officers of the City relating to the Series 2025 Obligations.

### STRATEGIC PLAN ALIGNMENT



Fiscal Resource  
Management

### RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2436 EIGHTH SUPPLEMENTAL RESOLUTION SUPPLEMENTING AND AMENDING THE CITY OF GOODYEAR, ARIZONA, RESOLUTION NO. 99-662, DATED JANUARY 25, 1999, AS THEREAFTER AMENDED AND SUPPLEMENTED (WHICH AUTHORIZES THE INCURRENCE OF WATER AND SEWER REVENUE REFUNDING AND IMPROVEMENT INDEBTEDNESS); AUTHORIZING THE EXECUTION AND DELIVERY OF CITY OF GOODYEAR, ARIZONA SUBORDINATE LIEN WATER AND SEWER REVENUE OBLIGATIONS, SERIES 2025, AND THE SALE THEREOF TO THE PURCHASER THEREOF; PRESCRIBING THE FORM AND OTHER DETAILS OF THE SERIES 2025 OBLIGATIONS; PROVIDING THAT SUCH SERIES 2025 OBLIGATIONS SHALL BE SUBORDINATE OBLIGATIONS AS DEFINED IN RESOLUTION NO. 99-662, AS



AMENDED AND SUPPLEMENTED; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST AGREEMENT, AN AGREEMENT, AN OBLIGATION PURCHASE AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, AN OFFICIAL STATEMENT AND FORMS OF RELATED DOCUMENTS; DELEGATING CERTAIN AUTHORITY TO THE FINANCE DIRECTOR AND OTHER OFFICERS OF THE CITY; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS EIGHTH SUPPLEMENTAL RESOLUTION. (Jared Askelson, Finance Director)

## **FISCAL IMPACT**

The issuance of obligations for the purposes of funding water and wastewater infrastructure was included as a part of the fiscal year 2025 budget. The obligations will generate approximately \$55 million for the Rainbow Valley Water Reclamation Facility Design and Expansion, Brine Disposal, associated Improvements to the Palo Verde Nuclear Power Generating Station, and the costs of issuing the obligations. The debt service payments have been scheduled to reduce potential rate spikes in the water and wastewater enterprises and to spread the cost in time across the useful life of the infrastructure. Debt service payments will average \$4.7 million per year for twenty years. The debt service payments will be made from a combination of water and wastewater enterprise revenues and development impact fees.

## **BACKGROUND AND PREVIOUS ACTIONS**

The Series 2025 Obligations will be on parity with the Existing Subordinate Parity Obligations described in Resolution 2024-2436; however, such Series 2025 Obligations are subordinate to the City's "Senior Bonds" (as such term is defined in the Master Resolution), which are currently the city of Goodyear, Arizona Water and Sewer Revenue Refunding Bonds, Series 2009, outstanding in the aggregate principal amount of \$325,000, and the \$1,600,863 aggregate outstanding principal amount of the Loan Agreement #91A129-10 between WIFA and the City dated August 28, 2009.

## **STAFF ANALYSIS**

It is anticipated that the Series 2025 Obligations will be issued in an aggregate original principal amount of \$54,920,000 with a final maturity date of July 1, 2044, and an estimated interest rate of 5%. This item will set a maximum principal amount of the obligations not to exceed \$62,000,000, with a yield not exceeding 6%, and a maximum maturity not to exceed July 1, 2049. These thresholds will allow flexibility to maximize the financial benefit to the City when the bonds enter the market.

The finance staff and bond counsel have reviewed the proposed execution and delivery of city of Goodyear, Arizona, Subordinate Lien Water and Sewer Revenue Obligations, Series 2025, and the sale thereof and find that they are in compliance with state law and City policies.

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## **Attachments**

Resolution

Preliminary Official Statement

Obligation Purchase Agreement

Continuing Disclosure Cert  
Agreement with US Bank  
Trust Agreement with US Bank  
Presentation

## RESOLUTION NO. 2024-2436

**EIGHTH SUPPLEMENTAL RESOLUTION SUPPLEMENTING AND AMENDING THE CITY OF GOODYEAR, ARIZONA, RESOLUTION NO. 99-662, DATED JANUARY 25, 1999, AS THEREAFTER AMENDED AND SUPPLEMENTED (WHICH AUTHORIZES THE INCURRENCE OF WATER AND SEWER REVENUE REFUNDING AND IMPROVEMENT INDEBTEDNESS); AUTHORIZING THE EXECUTION AND DELIVERY OF CITY OF GOODYEAR, ARIZONA SUBORDINATE LIEN WATER AND SEWER REVENUE OBLIGATIONS, SERIES 2025, AND THE SALE THEREOF TO THE PURCHASER THEREOF; PRESCRIBING THE FORM AND OTHER DETAILS OF THE SERIES 2025 OBLIGATIONS; PROVIDING THAT SUCH SERIES 2025 OBLIGATIONS SHALL BE SUBORDINATE OBLIGATIONS AS DEFINED IN RESOLUTION NO. 99-662, AS AMENDED AND SUPPLEMENTED; APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST AGREEMENT, AN AGREEMENT, AN OBLIGATION PURCHASE AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, AN OFFICIAL STATEMENT AND FORMS OF RELATED DOCUMENTS; DELEGATING CERTAIN AUTHORITY TO THE FINANCE DIRECTOR AND OTHER OFFICERS OF THE CITY; AND AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS EIGHTH SUPPLEMENTAL RESOLUTION.**

**WHEREAS**, on January 25, 1999, the Mayor and Council (the "*Council*") of the City of Goodyear, Arizona (the "*City*") adopted Resolution No. 99-662 (as amended and supplemented, the "*Master Resolution*") pertaining to the incurrence by the City of Water and Sewer Revenue Refunding and Improvement Indebtedness, including the City's Water and Sewer Revenue Refunding and Improvement Bonds, Series 1999 (the "*1999 Bonds*"); and

**WHEREAS**, on April 27, 2009, the Council adopted Resolution No. 09-1304 pertaining to the issuance by the City of its Water and Sewer Revenue Refunding Bonds, Series 2009 (the "*2009 Bonds*"); and

**WHEREAS**, on December 7, 2009, the Council adopted Resolution No. 09-4308 pertaining to the execution and delivery of the City's Subordinate Lien Water and Sewer Revenue Obligations, Series 2010 (the "*2010 Subordinate Obligations*"); and

**WHEREAS**, on February 14, 2011, the Council adopted Resolution No. 11-1418 pertaining to the execution and delivery of the City's Subordinate Lien Water and Sewer Revenue Obligations, Series 2011 (the "*2011 Subordinate Obligations*"); and

**WHEREAS**, on March 28, 2016, the Council adopted Resolution No. 16-1744 pertaining to the execution and delivery of the City's Subordinate Lien Water and Sewer Revenue and Refunding Obligations, Series 2016 (the "*2016 Subordinate Obligations*"); and

**WHEREAS**, on February 24, 2020, the Council adopted Resolution No. 2020-2029 pertaining to the execution and delivery of the City's Subordinate Lien Water and Sewer Revenue Obligations, Series 2020 (the "*2020 Subordinate Obligations*") and, subsequently, the execution and delivery of the City's Subordinate Lien Water and Sewer Revenue Obligations, Second Series 2020 (the "*Second 2020 Subordinate Obligations*"); and

**WHEREAS**, on February 24, 2020, the Council adopted Resolution No. 2020-2030 pertaining to the execution and delivery of the City's Subordinate Lien Water and Sewer Revenue

Obligations, Refunding Series 2020 (the “2020 Refunding Subordinate Obligations”); and

**WHEREAS**, on February 24, 2020, the Council adopted Resolution No. 2020-2031 pertaining to the execution and delivery of the City’s Subordinate Lien Water and Sewer Revenue Obligations, Taxable Refunding Series 2020 (the “2020 Taxable Refunding Subordinate Obligations”); and

**WHEREAS**, together, the 2020 Refunding Subordinate Obligations and the 2020 Taxable Refunding Subordinate Obligations fully refunded the 2010 Subordinate Obligations and 2011 Subordinate Obligations; and

**WHEREAS**, the City desires to finance certain improvements to the City’s water system and wastewater system (the “*Project*”) through the sale, execution and delivery of not to exceed \$62,000,000 principal amount of Subordinate Lien Water and Sewer Revenue Obligations, Series 2025 (the “*Series 2025 Obligations*”), by U.S. Bank Trust Company, National Association, as trustee (the “*Trustee*”), pursuant to the Master Resolution, this Eighth Supplemental Resolution, a Trust Agreement (the “*2025 Trust Agreement*”) to be dated as of February 1, 2025, or such later date as approved by the Finance Director (as defined below), between the Trustee and the City, and an Agreement (the “*2025 Agreement*”), to be dated as of February 1, 2025, or such later date as approved by the Finance Director, between the Trustee and the City, under which the City will make payments to the Trustee equal to the debt service on the Series 2025 Obligations and associated costs in order to acquire the Project; and

**WHEREAS**, the City will receive a proposal for the purchase of the Series 2025 Obligations from Stifel, Nicolaus & Company, Incorporated (the “*Underwriter*”) in the form of an obligation purchase agreement presented by the City Clerk to the Council at this meeting (the “*2025 Subordinate Obligation Purchase Contract*”), and the Council desires that the Series 2025 Obligations be sold through negotiation to the Underwriter on such terms as may hereafter be approved by the Finance Director of the City (the “*Finance Director*”) with the advice of the firm of Hilltop Securities Inc., which will serve as the City’s financial advisor with respect to the Series 2025 Obligations and agreed to by the Underwriter; and

**WHEREAS**, the City Clerk has presented to the Council at this meeting (i) the proposed form of the 2025 Trust Agreement; (ii) the proposed form of the 2025 Agreement; (iii) the proposed form of the 2025 Continuing Disclosure Certificate to be dated the date of the Series 2025 Obligations (the “*Continuing Disclosure Certificate*”); (iv) the proposed form of the 2025 Subordinate Obligation Purchase Contract; and (v) a Preliminary Official Statement relating to the Series 2025 Obligations (the “*2025 Preliminary Official Statement*”); and

**WHEREAS**, the Council is now empowered to proceed with authorizing the issuance and sale of the Series 2025 Obligations.

**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 the financing of the Project pursuant to the terms of the Master Resolution, this Eighth Supplemental Resolution and the 2025 Trust Agreement, the 2025 Agreement, and the 2025 Subordinate Obligation Purchase Contract is in the best interest of and in furtherance of the purposes of the City and in the public interest.



**Section 2. Authority.** The Series 2025 Obligations are authorized to be issued in a total aggregate principal amount of not to exceed \$62,000,000 pursuant the Master Resolution, this Eighth Supplemental Resolution, and other applicable provisions of law. The Master Resolution and this Eighth Supplemental Resolution shall stay in effect until all Series 2025 Obligations are fully paid or provided for and all Policy Costs (as defined in the Master Resolution) shall have been paid in full.

**Section 3. Definitions.** For purposes of this Eighth Supplemental Resolution and except as hereafter amended or added to, all definitions contained in the Master Resolution, are hereby incorporated by reference into this Eighth Supplemental Resolution as if fully set forth herein. Unless otherwise defined herein, initial capitalized terms shall have the meanings set forth in the Recitals hereto and in the Master Resolution. The following definitions are hereby amended or added to the Master Resolution and Eighth Supplemental Resolution:

*“2009 WIFA Loan”* shall mean the Loan Agreement #91A129-10 dated August 28, 2009, between the City and Water Infrastructure Finance Authority of Arizona.

*“Existing Subordinate Parity Obligations”* means: (i) the outstanding \$5,920,000 aggregate principal amount of the Subordinate Lien Water and Sewer Revenue and Refunding Obligations, Series 2016; (ii) the outstanding \$74,145,000 aggregate principal amount of the Subordinate Lien Water and Sewer Revenue Obligations, Series 2020; (iii) the outstanding \$30,950,000 aggregate principal amount of Subordinate Lien Water and Sewer Revenue Obligations, Second Series 2020; (iv) the outstanding \$10,775,000 aggregate principal amount of the Subordinate Lien Water and Sewer Revenue Obligations, Refunding Series 2020; and (v) the outstanding \$10,915,000 aggregate principal amount of the Subordinate Lien Water and Sewer Revenue Obligations, Taxable Refunding Series 2020.

*“Eighth Supplemental Resolution”* shall mean this resolution.

**Section 4. Authorization of Series 2025 Obligations, Trust Agreement and Agreement; Limited Obligations.**

A. **Series 2025 Obligations Authorization.** The City hereby approves the execution and delivery by the Trustee of the Series 2025 Obligations. The Series 2025 Obligations shall be executed in an aggregate principal amount not to exceed \$62,000,000, in one or more series on one or more issuance dates. The Series 2025 Obligations shall be executed, issued and sold in accordance with the provisions of this Eighth Supplemental Resolution, the 2025 Trust Agreement and the 2025 Agreement and delivered against payment therefor by the Underwriter. The Bonds so authorized shall be designated “City of Goodyear, Arizona Subordinate Lien Water and Sewer Revenue Obligations, Series 2025” or such other name as designated in the 2025 Subordinate Obligation Purchase Contract. The series designation of the Series 2025 Obligations may change if the Series 2025 Obligations are sold in a different calendar year, and such series designation shall be reflected in the 2025 Subordinate Obligation Purchase Contract.

B. **Master Resolution Amended.** Section 3 of the Master Resolution is hereby amended as follows:

3. **Authorization.** No Bonds or Obligations may be issued under the

provisions of the Master Resolution or any Supplemental Resolution except in accordance with the terms hereof. The City may sell, issue, and deliver or cause the sale and execution and delivery, as applicable, of one or more series of Senior Parity Bonds, Subordinate Obligations or Subordinate Parity Obligations for the purposes described herein, upon satisfaction of the conditions and in the manner provided herein. The Bonds or Obligations, including the 1999 Bonds, the 2009 WIFA Loan, the 2009 Bonds, the 2010 Subordinate Obligations, the 2011 Subordinate Obligations, the 2016 Subordinate Obligations, the 2020 Subordinate Obligations, the Second 2020 Subordinate Obligations, the 2020 Refunding Subordinate Obligations, the 2020 Taxable Refunding Subordinate Obligations, and the Series 2025 Obligations shall never be construed to be tax secured bonds of the City, as defined in Sections 9-521, 9-522 or 9-535.01, Arizona Revised Statutes, or general obligation bonds of the City within the meaning of Title 35, Chapter 3, Article 3, Arizona Revised Statutes, or constitute a debt of the City within the Constitution and laws of the State.

C. Trust Agreement and Agreement Authorization. The City is authorized to enter into the 2025 Trust Agreement and the 2025 Agreement with the Trustee in substantially the forms presented by the City Clerk.

#### **Section 5. Terms of Series 2025 Obligations.**

A. Basic Terms. The Series 2025 Obligations shall be in denominations of \$5,000 of principal or any integral multiples in excess thereof, shall be dated the date of initial execution and delivery, shall mature on July 1 in any or all of the years 2025 through 2049, inclusive, shall bear interest from such date payable on July 1 and January 1 of each year, commencing July 1, 2025, or such later date approved by the Finance Director, and shall be fully registered without coupons as provided in the 2025 Trust Agreement. The Series 2025 Obligations shall be subject to optional redemption or mandatory redemption as provided in the 2025 Subordinate Obligation Purchase Contract.

B. Interest Rate; Maximum Yield. The Series 2025 Obligations shall bear interest at the rates per annum set forth in the 2025 Subordinate Obligation Purchase Contract, provided that the Series 2025 Obligations, in the aggregate, shall have a yield not exceeding 6.00%.

C. Senior and Parity Obligations. The Series 2025 Obligations will be on parity with the Existing Subordinate Parity Obligations; however, the Series 2025 Obligations are subordinate to the City's Senior Bonds (as such term is defined in the Master Resolution), which are currently the 2009 Bonds outstanding in the amount of \$325,000 and the 2009 WIFA Loan outstanding in the amount of \$1,600,863.

D. Terms in 2025 Trust Agreement. The forms, terms, interest rates, maturity dates, maturity amounts and provisions of the Series 2025 Obligations shall be as set forth in the 2025 Trust Agreement and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption and number shall be as set forth in the Master Resolution and the 2025 Trust Agreement.

**Section 6. Use of Proceeds.** The proceeds of the sale of the Series 2025 Obligations will be applied as described in the 2025 Trust Agreement.

**Section 7. Acceptance of Offer; Sale of Series 2025 Obligations; 2025 Subordinate Obligation Purchase Contract Approval.** The Underwriter will purchase all of the Series 2025 Obligations pursuant to the 2025 Subordinate Obligation Purchase Contract. When the final terms of the Series 2025 Obligations are known, the 2025 Subordinate Obligation Purchase Contract shall be finalized. The Mayor, any member of the Council, or the Finance Director are each hereby authorized and directed to cause the 2025 Subordinate Obligation Purchase Contract to be completed and executed; provided, however, that the parameters of this Eighth Supplemental Resolution shall govern the 2025 Subordinate Obligation Purchase Contract and none of the Mayor, any member of the Council or the Finance Director is authorized to insert in the 2025 Subordinate Obligation Purchase Contract any terms or conditions that would be contrary to this Eighth Supplemental Resolution. Upon the completion, execution and delivery of the 2025 Subordinate Obligation Purchase Contract, any or all of the Series 2025 Obligations are ordered sold to the Underwriter pursuant to the 2025 Subordinate Obligation Purchase Contract.

**Section 8. Authorize Final Approval.** The Finance Director is authorized to approve the final interest rates, maturity dates, maturity amounts, purchase price and redemption provisions for the Series 2025 Obligations and cause the same to be set forth in the documents described herein. The form, terms and provisions of the 2025 Trust Agreement, the 2025 Agreement, the 2025 Subordinate Obligation Purchase Contract, and the Continuing Disclosure Certificate in the form of such documents (including the exhibits thereto) presented by the City Clerk to the Council at this meeting are hereby approved, with such final provisions, insertions, deletions and changes as shall be approved by the Mayor, or any member of the Council, in consultation with the Finance Director, the execution of such document being conclusive evidence of such approval, and each of the Mayor, any member of the Council, the Finance Director and the City Clerk are hereby authorized and directed to deliver, where applicable, or approve the 2025 Trust Agreement, the 2025 Agreement, the 2025 Subordinate Obligation Purchase Contract and the Continuing Disclosure Certificate.

**Section 9. Additional Authority to Execute Documents.** 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 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 10. Bond Insurance and Reserve Fund Guaranty.** With respect to the Series 2025 Obligations, if the Finance Director determines that the purchase of an insurance policy relating to the Series 2025 Obligations, or a guaranty of a reserve fund relating to the Series 2025 Obligations, or both, is in the best interests of the City, the Finance Director is hereby authorized and directed to purchase such insurance policy relating to the Series 2025 Obligations or a guaranty of a reserve fund relating to the Series 2025 Obligations, 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.

**Section 11. Official Statement.** The 2025 Preliminary Official Statement, in the form presented by the City Clerk to the Council at this meeting, to be used in connection with the sale of the Series 2025 Obligations, is hereby authorized and approved and the distribution by the Underwriter of the 2025 Preliminary Official Statement is hereby authorized and approved. The Mayor or Finance Director are hereby authorized to deem the 2025 Preliminary Official Statement final for all purposes of Section 240.15c2-12, General Rules and Regulations, Securities Exchange Act of 1934 (the “Rule”). The City will cause a final official statement (the “2025 Official

Statement") in substantially the form of the 2025 Preliminary Official Statement referred to above but with omissions permitted by the Rule completed to be prepared and distributed with the Series 2025 Obligations 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 2025 Official Statement on behalf of the City and the execution by such officer shall be deemed conclusive evidence of such approval.

**Section 12. Selection of Trustee; Trustee Action.** U.S. Bank Trust Company, National Association, Phoenix, Arizona, will act as, and is hereby designated as, the Bond Registrar and Trustee with respect to the Series 2025 Obligations. The City hereby requests the Bond Registrar and the Trustee to take any and all action necessary in connection with the execution and delivery of the 2025 Trust Agreement, the 2025 Agreement, the 2025 Subordinate Obligation Purchase Contract and the execution, delivery and sale of the Series 2025 Obligations. The Trustee is also requested and directed to take any and all action necessary to cause the acquisition of the Project.

**Section 13. Resolution Irrepealable.** After any of the Series 2025 Obligations are delivered by the Trustee to the Underwriter thereof upon receipt of payment therefor, the Master Resolution and this Eighth Supplemental Resolution shall be and remain irrepealable until the Series 2025 Obligations and the interest and premium, if any, thereon shall have been fully paid, cancelled and discharged.

**Section 14. Resolution a Contract.** The provisions of the Master Resolution, as amended and supplemented by this Eighth Supplemental Resolution, are deemed incorporated into the Series 2025 Obligations themselves and shall constitute a contract among the City, the insurer issuing an insurance policy relating to the Series 2025 Obligations, if any, the guarantor of a reserve fund relating to the Series 2025 Obligations, if any, and any Owner and, after the issuance of any of the Series 2025 Obligations, no change, variation or alteration of any kind in the provisions of the Master Resolution or this Eighth Supplemental Resolution shall be made in any manner, except as provided in Sections 17-19 of the Master Resolution or until such time as all of the Series 2025 Obligations and interest due thereon have been paid in full.

**Section 15. Cancellation of Agreement.** To the extent applicable by provision of law, and to the extent this Eighth Supplemental Resolution constitutes a contract, this Eighth Supplemental Resolution is subject to cancellation pursuant to A.R.S. § 38511, as amended, the provisions of which are incorporated herein as if herein fully set forth.

**Section 16. Execution of Documents and Other Proceedings.** The Mayor, any member of the Council and the City Clerk, the Finance Director and the officers of the City, on behalf of the City, 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 the Master Resolution and this Eighth Supplemental Resolution.

**Section 17. Additional Covenants.** The City, in consideration of the purchase of the Series 2025 Obligations by the Owners thereof, covenants to take all actions and do all things within its power to create, perfect and enforce the pledge of revenues supporting the Series 2025 Obligations and any additional parity obligations hereafter issued. The City further covenants and agrees to take all actions and do all things within its power to maintain the priority of the Owners



of the Series 2025 Obligations as holding a lien on the Net Revenues.

**Section 18. Severability.** If any section, paragraph, clause or phrase of the Master Resolution or this Eighth Supplemental 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 the Master Resolution or this Eighth Supplemental Resolution.

**Section 19. Ratification of Actions.** All actions of the officers and agents of the City that conform to the purposes and intent of this Eighth Supplemental Resolution and the Master Resolution, and that further the issuance and sale of the Series 2025 Obligations, as contemplated by this Eighth Supplemental Resolution and the Master Resolution, whether heretofore or hereafter taken, shall be and are ratified, confirmed and approved.

**Section 20. 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.

[Signatures on following page.]

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a \_\_\_\_\_ vote, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Joe Pizzillo, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Darcie McCracken, City Clerk

\_\_\_\_\_  
Roric Massey, City Attorney

PRELIMINARY OFFICIAL STATEMENT DATED JANUARY 7, 2025

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, as mentioned under “TAX EXEMPTION” herein, interest income on the Obligations is excluded from gross income for federal income tax purposes. Interest income on the Obligations is not an item of tax preference to be included in computing the alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Internal Revenue Code of 1986, as amended) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. In the opinion of Special Counsel, interest income on the Obligations is exempt from Arizona income taxes. See “TAX EXEMPTION,” “OBLIGATION PREMIUM” and “ORIGINAL ISSUE DISCOUNT” herein.*

\$54,920,000\*

CITY OF GOODYEAR, ARIZONA  
SUBORDINATE LIEN WATER AND SEWER REVENUE OBLIGATIONS,  
SERIES 2025

DRAFT  
11-01-24

Dated: Date of Initial Delivery

Due: July 1, as shown on inside front cover page

The Subordinate Lien Water and Sewer Revenue Obligations, Series 2025 (the “Obligations”), will initially be delivered and registered in book-entry-only form in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York. Beneficial interests in the Obligations will be offered for sale in amounts of \$5,000 of principal due on a specific maturity date and integral multiples thereof. The Obligations will be executed and delivered pursuant to the Master Resolution (as defined herein) as amended and supplemented, including by the Eighth Supplement (as defined herein). The Obligations will be executed and delivered pursuant to a Trust Agreement, to be dated as of February 1, 2025\*, between the City and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”) and secured by an Agreement, to be dated as of February 1, 2025\*, between the Trustee and the City under which the City will make payments (the “Payments”) to the Trustee to acquire certain improvements (the “Project”) to the City’s water and sewer system (the “System”). The Obligations are being executed and delivered to provide funds to (i) acquire the Project, and (ii) pay costs associated with the execution and delivery of the Obligations[, including the premium for the Reserve Policy (as defined herein) and the premium for the Insurance Policy (as defined herein)]. Interest on the Obligations will accrue at the rates set forth on the inside front cover page hereof from the date of initial execution and delivery and be payable semiannually on January 1 and July 1 of each year, commencing July 1, 2025\*, until maturity or prior redemption\*, and principal of the Obligations will be payable in accordance with the maturity schedule set forth on the inside front cover page hereof.

So long as the Obligations are in book-entry-only form, principal of and interest on the Obligations will be paid to DTC for credit to the accounts of the DTC participants and, in turn, to the accounts of the owners of beneficial interests in the Obligations. See APPENDIX F – “Book-Entry-Only System” hereto.

MATURITY SCHEDULE ON INSIDE FRONT COVER PAGE

The Obligations will be subject to optional and mandatory redemption prior to maturity\* as described under “THE OBLIGATIONS – Redemption Provisions” herein.

[The scheduled payment of principal of and interest on the Obligations when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Obligations by [INSURER].]

[INSURER\_LOGO]

The Payments will be payable from and secured by a pledge of, and lien on, revenues derived by the City from the ownership, use and operation of the System after provision has been made for payment of the reasonable and necessary costs of the operation, maintenance and repair of the System, excluding depreciation and debt service (the “Net Revenues”) on parity with the City’s Existing \$132,705,000 aggregate principal amount of the Subordinate Parity Obligations (as defined herein). Such pledge of Net Revenues will be subordinate, however, to the prior and paramount lien thereon for payment of \$1,925,863 principal amount of senior lien water and sewer revenue bonds of, and loans to, the City now outstanding, and senior lien obligations subsequently issued or incurred on parity therewith. **The Obligations will not constitute an obligation or indebtedness or pledge of the general credit of the City within the meaning or application of any constitutional, charter or statutory limitation or provision, and the owners of the Obligations will never have the right to compel any exercise of the taxing power of the City or to demand payment of the Obligations or interest thereon out of any funds other than from the Net Revenues.** See “SECURITY FOR AND SOURCES OF PAYMENT FOR THE OBLIGATIONS” herein.

The Obligations will be offered when, as and if executed and delivered by the Trustee and received by the underwriter identified below (the “Underwriter”), subject to the approving opinion of Gust Rosenfeld P.L.C., Phoenix, Arizona, Special Counsel, as to validity and tax status of the Obligations. Certain legal matters will also be passed upon for the Underwriter by Greenburg Traurig, LLP, Phoenix, Arizona. It is expected that the Obligations will be delivered through DTC on or about February 6, 2025\*.

*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.

**\$54,920,000\***  
**CITY OF GOODYEAR, ARIZONA**  
**SUBORDINATE LIEN WATER AND SEWER REVENUE OBLIGATIONS,**  
**SERIES 2025**

**MATURITY SCHEDULE\***

| Maturity<br>(July 1) | Principal<br>Amount | Interest<br>Rate | Yield | CUSIP® (a)<br>(Base No. 382900) |
|----------------------|---------------------|------------------|-------|---------------------------------|
| 2025                 | \$2,315,000         | %                | %     |                                 |
| 2026                 | 1,205,000           |                  |       |                                 |
| 2027                 | 1,235,000           |                  |       |                                 |
| 2031                 | 1,270,000           |                  |       |                                 |
| 2032                 | 1,740,000           |                  |       |                                 |
| 2033                 | 2,245,000           |                  |       |                                 |
| 2034                 | 2,785,000           |                  |       |                                 |
| 2035                 | 2,920,000           |                  |       |                                 |
| 2036                 | 3,070,000           |                  |       |                                 |
| 2037                 | 3,205,000           |                  |       |                                 |
| 2038                 | 3,550,000           |                  |       |                                 |
| 2039                 | 3,720,000           |                  |       |                                 |
| 2040                 | 3,910,000           |                  |       |                                 |
| 2041                 | 4,985,000           |                  |       |                                 |
| 2042                 | 5,320,000           |                  |       |                                 |
| 2043                 | 5,580,000           |                  |       |                                 |
| 2044                 | 5,865,000           |                  |       |                                 |

\$ \_\_,000 Term Obligation at \_\_\_\_ % Due July 1, 20 \_\_, Yield \_\_\_\_ % CUSIP® (a) 382900 \_\_

\$ \_\_,000 Term Obligation at \_\_\_\_ % Due July 1, 20 \_\_, Yield \_\_\_\_ % CUSIP® (a) 382900 \_\_

- (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 FactSet Research Systems Inc. Copyright© 2025 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**

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

### **CITY AND ADMINISTRATIVE OFFICERS**

Wynette Reed, *City Manager*  
Justin Fair, *Deputy City Manager*  
Kini Knudson, *Deputy City Manager*  
Jared Askelson, *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**

U.S. Bank Trust Company, National Association  
*Phoenix, Arizona*

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\* Ms. Kaino's, Mr. Stipp's and Ms. Lauritano's council seat terms end in 2024. Their respective council seats will be subject to elections in the normal course.

## REGARDING THIS OFFICIAL STATEMENT

This Official Statement, which includes the cover page, inside front cover page and appendices hereto, does not constitute an offering of any security other than the City of Goodyear, Arizona Subordinate Lien Water and Sewer Revenue Obligations, Series 2025 (the “Obligations”). 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 which 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, the Arizona Public Safety Personnel Retirement System or the Elected Official Retirement Plan.

The City will covenant to provide continuing disclosure as described in this Official Statement under the heading “CONTINUING SECONDARY MARKET DISCLOSURE” and in APPENDIX H – “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 WHICH 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.

[INSURER\_LANGUAGE]

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**OFFICIAL STATEMENT**  
**\$54,920,000\***  
**CITY OF GOODYEAR, ARIZONA**  
**SUBORDINATE LIEN WATER AND SEWER REVENUE OBLIGATIONS,**  
**SERIES 2025**

**INTRODUCTORY STATEMENT**

This Official Statement, which includes the cover page, the inside front cover page and the appendices hereto, has been prepared at the direction of the City of Goodyear, Arizona (the “City”), in connection with the execution and delivery of \$54,920,000\* principal amount of Subordinate Lien Water and Sewer Revenue Obligations, Series 2025 (the “Obligations”) identified on the cover page hereof. Certain information concerning the authorization, purpose, terms, conditions of sale, security for and sources of payment for the Obligations is set forth in this Official Statement. See APPENDICES A and B hereto for general economic and demographic information and financial data, respectively, regarding the City. See APPENDIX C hereto for information regarding the hereinafter defined System.

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 by the City from the System, taxes and other sources, is intended to show recent historic information and is not intended to indicate future or continuing trends in the financial position, results of operations, or other affairs of the City or the System. No representation is made that past experience, as shown by such financial or other information, will necessarily continue or be repeated in the future.

References to provisions of State of Arizona (“Arizona” or the “State”) law, whether codified in the Arizona Revised Statutes (“A.R.S.”) or uncoded, or the Arizona Constitution, or the Charter of the City are references to those provisions in their current form. Those provisions may be amended, repealed or supplemented.

Certain words and terms used herein and not otherwise defined herein shall have the meanings ascribed to such words and terms in APPENDIX E – “Summaries of the Authorizing Resolution and the Principal Documents.”

**THE OBLIGATIONS**

**Authorization and Purpose**

The Obligations will be issued pursuant to Resolution No. 99-662 adopted by the Mayor and Council of the City on January 25, 1999 (the “Master Resolution”), as amended and supplemented by a First Supplemental Resolution adopted by the Mayor and Council of the City on April 27, 2009 (the “First Supplement”), by a Second Supplemental Resolution adopted by the Mayor and Council of the City on December 7, 2009 (the “Second Supplement”), by a Third Supplemental Resolution adopted by the Mayor and Council of the City on February 14, 2011 (the “Third Supplement”), by a Fourth Supplemental Resolution adopted by the Mayor and Council of the City on March 28, 2016 (the “Fourth Supplement”), by a Fifth Supplemental Resolution adopted by the Mayor and Council of the City on February 24, 2020 (the “Fifth Supplement”), by a Sixth Supplemental Resolution adopted by the Mayor and Council of the City on February 24, 2020 (the “Sixth Supplement”), by a Seventh Supplemental Resolution adopted by the Mayor and Council of the City on February 24, 2020 (the “Seventh Supplement”), and by an Eighth Supplemental Resolution adopted by the Mayor and Council of the City on November 18, 2024\* (the “Eighth Supplement” and, collectively with the Master Resolution, the First Supplement, the Second Supplement, the Third Supplement, the Fourth Supplement, the Fifth Supplement, the Sixth Supplement, and Seventh Supplement the “Authorizing Resolution” authorizing the execution and delivery of the Obligations,). The pledge of the Net Revenues for the Obligations as hereinafter described will be subordinate to the prior and paramount lien thereon for payment of \$1,925,863 principal amount of senior lien water and sewer revenue bonds of, and loans to, the City now outstanding (collectively, the “Existing Senior Bonds”) and senior lien obligations subsequently issued or incurred on parity therewith (the “Additional Senior Bonds,” and collectively with the Existing Senior Bonds, the “Senior Bonds”). The subordinate pledge of the Net Revenues for the Obligations is on parity with the City’s \$132,705,000 aggregate principal amount of subordinate lien water and sewer revenue obligations outstanding (collectively, the “Existing Subordinate Parity Obligations”). See APPENDIX B – “City of Goodyear, Arizona – Financial Data” – TABLE B-3 and TABLE B-4 hereto.

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\* Subject to change.



The Obligations are being executed and delivered pursuant to the terms of a trust agreement to be dated as of February 1, 2025\* (the "Trust Agreement"), between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") and an agreement to be dated as of February 1, 2025\* (the "Agreement"), between the Trustee and the City under which the City will make payments (the "Payments") to the Trustee to acquire certain improvements (the "Project") to the City's water and sewer system (the "System"). See "SECURITY FOR AND SOURCES OF PAYMENT FOR THE OBLIGATIONS" herein. The Obligations are being executed and delivered to provide funds to (i) acquire the Project, and (ii) pay costs associated with the execution and delivery of the Obligations[, including the premium for the Reserve Policy (as defined herein) and the premium for the Insurance Policy (as defined herein)]. See "THE PROJECT" herein.

Summaries of certain provisions of the Authorizing Resolution, the Agreement and the Trust Agreement are included in this Official Statement in APPENDIX E – "Summaries of the Authorizing Resolution and the Principal Documents." Terms used but not otherwise defined herein have the meanings provided in APPENDIX E. Such summaries are not comprehensive or definitive. All references herein to the Agreement, the Trust Agreement and the Authorizing Resolution are qualified in their entirety by reference to the full text of 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 the full texts of the Agreement, the Trust Agreement and the Authorizing Resolution are available for inspection at the office of the City Finance Director, 1900 N. Civic Square, Goodyear, Arizona 85395.

### **General Provisions**

The Obligations will be dated as of the initial date of execution and delivery and will bear interest from such date payable on July 1, 2025\*, and semiannually thereafter on January 1 and July 1 of each year (each an "Interest Payment Date") until maturity or prior redemption. The Obligations will mature on the dates and in the principal amounts and will bear interest at the rates as 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 ("DTC"), New York, New York, a registered securities depository. 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 paid by the Trustee to DTC and, in turn, through participants in the DTC system. See APPENDIX F – "Book-Entry-Only System" hereto.

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 HEADINGS "TAX EXEMPTION," "OBLIGATION PRELIMINUM" AND "ORIGINAL ISSUE DISCOUNT" WILL MEAN CEDE & CO. AND WILL NOT MEAN THE BENEFICIAL OWNERS OF THE OBLIGATIONS.

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 registration books of the Trustee on the 15<sup>th</sup> day of the month preceding each such Interest Payment Date (the "Record Date"). Principal of the Obligations will then be payable at maturity or upon redemption prior to maturity upon presentation and surrender of 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.

### **Redemption Provisions**

#### *Optional Redemption\**

Obligations maturing before or on July 1, 20\_\_ are not subject to redemption prior to maturity. Obligations maturing on or after July 1, 20\_\_, from such maturities as may be selected by the City and by lot within any maturity by the method applied by DTC, are subject to redemption in any order, from prepayments made at the option of the City pursuant to the Agreement, in whole or in part on any date, on or after July 1, 20\_\_, at a redemption price equal to the principal

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\* Subject to change.

amount of Obligations or portions thereof to be redeemed, together with accrued interest to the date fixed for redemption, but without premium.

*Mandatory Redemption\**

The Obligations maturing on July 1 of the following years will be redeemed from funds of the City prior to maturity on the following redemption dates and in the following amounts, by the payment of the redemption price equal to of the principal amount of the Obligations called for redemption plus accrued interest, if any, on the Obligations so redeemed from the most recent Interest Payment Date to the date of redemption, but without premium:

| Redemption Date<br>(July 1)       | Principal<br>Amount |
|-----------------------------------|---------------------|
| Term Obligations Maturing in 20__ |                     |
| 20__                              | \$ ,000             |
| 20__                              | ,000                |
| 20__                              | ,000                |
| 20__ (maturity)                   | ,000                |
| Term Obligations Maturing in 20__ |                     |
| 20__                              | \$ ,000             |
| 20__                              | ,000                |
| 20__                              | ,000                |
| 20__ (maturity)                   | ,000                |

Whenever the Obligations are redeemed (other than pursuant to mandatory redemption) or are delivered to the Trustee for cancellation, the principal amount of the Obligations so retired shall satisfy and be credited against the mandatory redemption requirements for such Obligations for such years as the City may direct.

*Notice of Redemption*

So long as the Obligations 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 Obligation will be mailed to the registered owner of the Obligation or Obligations being redeemed at the address shown on the bond register maintained by the Trustee 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 Obligation 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 moneys for the payment of the redemption price and accrued interest are not held in separate accounts by the Trustee or DTC prior to sending the notice of redemption, such redemption shall be conditional on such moneys 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.

*Redemption of Less Than All of an Obligation*

The City may redeem an amount that is included in an Obligation in the denomination in excess of, but divisible by, \$5,000. Upon surrender of any Obligation redeemed in part only, the Trustee shall execute and deliver to the registered owner thereof a new Obligation equal in principal amount to the unredeemed portion of the Obligation surrendered and of the same maturity.

**Registration and Transfer when Book-Entry-Only System Has Been Discontinued**

If the Book-Entry-Only System is discontinued, the Obligations will be transferred only upon the registration books maintained by the Trustee and one or more new Obligations, registered in the name of the transferee, of the same principal amount, maturity and rate of interest as the surrendered Obligation or Obligations will be authenticated, upon

\* Subject to change.

surrender to the Trustee of the Obligation or Obligations to be transferred, together with an appropriate instrument of transfer executed by the transferor if the Trustee's requirements for transfer are met. The Trustee may, but is not required to, transfer or exchange any Obligations during the period beginning on the Record Date to and including the respective Interest Payment Date. The Trustee may, but is not required to, transfer or exchange any Obligations that have been selected for prior redemption.

If the Trustee transfers or exchanges Obligations within the periods referred to above, the interest payment on such Obligations will be made payable to and mailed (or transferred by wire, as applicable) to the registered owners shown on the registration books maintained by the Trustee as of the close of business on the respective Record Date. The transferor will be responsible for all transfer fees, taxes, fees and any other costs relating to the transfer of ownership of individual Obligations.

## **SECURITY FOR AND SOURCES OF PAYMENT FOR THE OBLIGATIONS**

### **General**

The Obligations will be payable solely from the Payments to be made by the City pursuant to the Agreement. The Payments will be payable from and secured by a pledge of, and lien on, the revenues derived by the City from the ownership, use and operation of the System after provision has been made for the payment from such revenues of the reasonable and necessary expenses of operation, maintenance and repair of the System including salaries, wages, cost of material and supplies, and insurance, but excluding depreciation, Policy Costs, and payments into the Senior Bond Fund, the Subordinate Obligation Fund, the Senior Reserve Fund, the Subordinate Reserve Fund and any payments to be made on any subordinate obligations (the "Net Revenues"). See APPENDIX C hereto for information about the System. The lien on, and pledge of, the Net Revenues for payment of the Obligations will be subordinate to the lien on, and pledge of, the Net Revenues securing the Senior Bonds. The subordinate pledge of the Net Revenues for the Obligations is on parity with the Existing Subordinate Parity Obligations. See "COMBINED SCHEDULES OF NET REVENUES AND DEBT SERVICE COVERAGE" herein.

The Obligations will be special, limited revenue obligations, payable solely from the Payments received by the Trustee from the City under the Agreement, and amounts from time to time deposited in the funds created under the Trust Agreement, and the investment earnings on such funds (except for any investment earnings that are required to be rebated to the United States in order to continue the exclusion of the interest payable on the Obligations from gross income for federal income tax purposes). The City has the right, but no obligation, to appropriate other lawfully available funds to make the Payments. See APPENDIX E – "Summaries of the Authorizing Resolution and the Principal Documents" hereto. 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.

### **Rate Covenant**

The City covenants and agrees that it will establish and maintain rates, fees and other charges for all services supplied by the System to provide Revenues fully sufficient at all times, after making reasonable allowance for contingencies and errors in estimates, to pay the operation and maintenance expenses of the System and to produce an aggregate amount of Net Revenues in each Fiscal Year (currently July 1 through June 30) equal to 115% of the annual debt service requirements of all Outstanding Senior Bonds, the Obligations, Existing Subordinate Parity Obligations and any other obligations incurred on parity with the Obligations (the "Additional Subordinate Obligations"), and said rates, fees and other charges will be established and maintained at rates sufficient to provide an amount of Net Revenues for the then current Fiscal Year which, net of the aggregate amounts required to be deposited to the Senior Bond Fund and the Subordinate Obligation Fund during such Fiscal Year, will still be sufficient to provide at least 100% of the Policy Costs due and owing in such Fiscal Year.

### **Reserve Fund**

Pursuant to the Trust Agreement, the Trustee will establish a reserve fund (the "Subordinate Reserve Fund"). The Subordinate Reserve Fund may be funded with an insurance policy, surety bond, letter of credit or other security (the "Subordinate Reserve Fund Guaranty") or with cash or a combination thereof. Cash in the Subordinate Reserve Fund may be invested in certain investments pursuant to the Trust Agreement (the "Permitted Investments"). Amounts in the Subordinate Reserve Fund will be applied by the Trustee as necessary to provide for the payment of principal and interest on the Existing Subordinate Parity Obligations, the Obligations, and any Additional Subordinate Obligations for which a separate reserve fund is not created.

If cash is drawn out of the Subordinate Reserve Fund, the City must restore, from Net Revenues or other lawfully available funds of the City, as additional Payments, the amount on deposit in the Subordinate Reserve Fund to the Subordinate Reserve Requirement within a five-year period.

If a Subordinate Reserve Fund Guaranty is drawn on, the City shall pay, from Net Revenues or other lawfully available funds of the City, as additional Payments, all amounts required to be paid to the provider of the Subordinate Reserve Fund Guaranty in accordance with its terms or the terms of any associated repayment agreement.

[Upon execution and delivery of the Obligations, the Subordinate Reserve Fund will be funded by a surety bond. [INSURER] (as defined herein) will issue a municipal bond debt service reserve insurance policy for the Obligations (the "Reserve Policy").]

Upon issuance of Additional Subordinate Obligations either: (i) the Subordinate Reserve Fund will be increased to equal the Subordinate Reserve Requirement applicable taking into account the Additional Subordinate Obligations, or (ii) a separate reserve fund will be established and funded in an amount equal to the Subordinate Reserve Requirement for such Additional Subordinate Obligations.

The Subordinate Reserve Requirement for any reserve fund upon issuance of Additional Subordinate Obligations secured by such a reserve fund is the lesser of: (i) 10% of the proceeds from the sale of the Existing Subordinate Parity Obligations and the Obligations (the "Subordinate Obligations") and secured by such reserve fund; (ii) 125% of the average annual debt service on the Subordinate Obligations secured by such reserve fund; or (iii) the Maximum Annual Debt Service of the Subordinate Obligations secured by such reserve fund.

#### **Additional Subordinate Obligations Covenants**

Additional Subordinate Obligations having a pledge, claim, or lien on or against the Net Revenues may be issued on a parity with or equal to the pledge, claim or lien of the amounts due with respect to the Obligations, Existing Subordinate Parity Obligations and Additional Subordinate Obligations outstanding only if the Net Revenues available for debt service for the Subordinate Obligations for the completed Fiscal Year immediately preceding the issuance of the Additional Subordinate Obligations have been at least equal to 115% of Subordinate Maximum Annual Debt Service on all Subordinate Obligations immediately after issuance of such Additional Subordinate Obligations, as shown by a certificate signed by the Finance Director and such Net Revenues available for debt service for the Subordinate Obligations shall also provide coverage (after deduction of an amount equal to Subordinate Maximum Annual Debt Service immediately after issuance of such Additional Subordinate Obligations) of at least 100% of the City's obligations with respect to the repayment of any Policy Costs relating to the Subordinate Obligations then due and owing. For the purposes of this computation, additional amounts may be added to the Net Revenues of the preceding Fiscal Year, as follows: (i) if all or part of the proceeds of the Additional Subordinate Obligations are to be expended for the acquisition of existing water or sewer properties, there may be added to the Net Revenues of such preceding Fiscal Year the net revenues derived from the operation of such existing water or sewer system properties during the immediately preceding Fiscal Year of the System, as converted to Net Revenues to be estimated by an engineer or engineering firm which shall have a favorable reputation in respect to such matters; or (ii) if subsequent to the first day of such preceding Fiscal Year, the City shall have increased its rates or charges imposed for water or sewer charges, there may be added to the Net Revenues of such Fiscal Year the additional net revenues that would have been received from the operation of the System during such Fiscal Year had such increase been in effect throughout such Fiscal Year, such additional net revenues to be estimated by an engineer or engineering firm which shall have a favorable reputation in respect to such matters.

#### **Existing Senior Bonds**

The City's Existing Senior Bonds are set forth in the table below.

| Issue Series                            | Description | Original Amount | Final Maturity | Principal Outstanding |     |
|---|-------------|-----------------|----------------|-----------------------|-----|
| 2009                                    | Refunding   | \$ 325,000      | 07-01-2049     | \$ 325,000            |     |
| 2009                                    | WIFA Loan   | 5,716,315(a)    | 07-01-2029     | 1,600,863             | (b) |
| Total Existing Senior Bonds Outstanding |             |                 |                | <u>\$1,925,863</u>    |     |

(a) Actual amount drawn on \$8,000,000 loan.

(b) Represents the City's 2009 financial obligations to Water Infrastructure Finance Authority of Arizona ("WIFA").



## Existing Subordinate Parity Obligations

The City's Existing Subordinate Parity Obligations are set forth in the table below.

| Issue Series  | Description                  | Original Amount | Final Maturity | Principal Outstanding |
|---|------------------------------|-----------------|----------------|-----------------------|
| 2016  | Subordinate Lien Obligations | \$11,540,000    | 07-01-2045     | \$ 5,920,000          |
| 2020  | Subordinate Lien Obligations | 77,530,000      | 07-01-2049     | 74,145,000            |
| 2020  | Subordinate Lien Obligations | 30,950,000      | 07-01-2049     | 30,950,000            |
| 2020  | Tax-Exempt Refunding         | 12,290,000      | 07-01-2039     | 10,775,000            |
| 2020  | Taxable Refunding            | 13,540,000      | 07-01-2041     | 10,915,000            |
| Total Existing Subordinate Parity Obligations Outstanding |                              |                 |                | <u>\$132,705,000</u>  |

See also APPENDIX B – “City of Goodyear, Arizona – Financial Data” – TABLE B-4 hereto for the total Water and Sewer Revenue Obligations Outstanding and to be Outstanding, inclusive of the Obligations.

## Additional Senior Bonds Covenants

The City may issue Additional Senior Bonds in the future pursuant to existing and future voted bond authorizations and supplemental resolutions. The City has \$26,646,616 principal amount of authorized but unissued Additional Senior Bonds pursuant to voter approval given at special bond elections held on September 12, 2000, and September 7, 2004. The purposes and amounts of such authorized but unissued Additional Senior Bonds are set forth below.

| Purpose of Water and Sewer Systems Revenue Bond Authorization | Remaining 2000 Bond Authorization | Remaining 2004 Bond Authorization | Total Water and Sewer Revenue Bonds Authorized But Unissued |
|---|-----------------------------------|-----------------------------------|---|
| Sewer System Improvements                                     | \$1,616                           | \$26,645,000                      | \$26,646,616  |
| Total   | <u>\$1,616</u>                    | <u>\$26,645,000</u>               | <u>\$26,646,616</u>   |

Additional Senior Bonds may be issued on parity with outstanding Existing Senior Bonds only if the Net Revenues for the completed Fiscal Year immediately preceding the issuance of the Additional Senior Bonds have been at least equal to 115% of Senior Maximum Annual Debt Service on all Outstanding Senior Bonds immediately after issuance of such Additional Senior Bonds as shown by a certificate signed by the Finance Director and such Net Revenues shall also provide coverage (after deduction of an amount equal to Senior Maximum Annual Debt Service immediately after issuance of such Additional Senior Bonds) of at least 100% of the City's obligations with respect to the repayment of any Policy Costs relating to Senior Bonds then due and owing. For the purposes of this computation, additional amounts may be added to the Net Revenues of the preceding Fiscal Year, as follows: (i) if all or part of the proceeds of the Additional Senior Bonds are to be expended for the acquisition of existing water or sewer properties, there may be added to the Net Revenues of such preceding Fiscal Year the net revenues derived from the operation of such existing water or sewer system properties during the immediately preceding Fiscal Year of the System, as converted to Net Revenues to be estimated by an engineer or engineering firm which shall have a favorable reputation in respect to such matters; or (ii) if subsequent to the first day of such preceding Fiscal Year, the City shall have increased its rates or charges imposed for water or sewer services, there may be added to the net revenues of such Fiscal Year the additional net revenues which would have been received from the operation of the System during such Fiscal Year had such increase been in effect throughout such Fiscal Year, such additional net revenues to be estimated by an engineer or engineering firm which shall have a favorable reputation in respect to such matters.

## Defeasance

Pursuant to the Authorizing Resolution, any outstanding Obligations, or portions thereof in authorized denominations, may be paid or discharged by: (i) by paying or causing to be paid the principal of and interest with respect to such Obligations, as and when the same become due and payable, or (ii) depositing with a Defeasance Trustee (as defined in the Master Resolution), in trust for such purpose at or before the maturity date of the Obligations, moneys which, together with amounts on deposit in the Subordinate Obligation Fund and held for such purpose, is fully sufficient to pay or cause to be paid such Obligations, including all principal and interest due thereon to the stated maturity dates or date of redemption prior to maturity; or (iii) depositing with a Depository Trustee, in trust for such purpose, any non-callable United States 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 moneys then on deposit in the Subordinate Obligation Fund, together with the interest to accrue thereon, to pay and discharge or cause to be

paid and discharged any Obligations at their stated maturity date, or date of prior redemption, including all principal and interest due thereon.

### COMBINED SCHEDULES OF NET REVENUES AND DEBT SERVICE COVERAGE

The following table sets forth a record of the combined schedules of annual revenues, expenditures and Net Revenues for the most recent complete five Fiscal Years (audited or unaudited as noted) and budgeted for the current Fiscal Year followed by a statement of estimated System bond/obligation debt service requirements and debt service coverage provided by such Net Revenues for each Fiscal Year on the respective same basis.

|  | Budgeted (a)        | Unaudited           | Audited             |                     |                     |                     |
|--|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
|  | 2024/25* (b)        | 2023/24*            | 2022/23             | 2021/22             | 2020/21             | 2019/20             |
| Total System Revenues  | \$63,704,100        | \$62,732,423        | \$53,005,605        | \$53,394,756        | \$62,983,880        | \$60,392,907        |
| Total System Expenditures  | (39,621,200)        | (36,019,164)        | (31,754,447)        | (32,972,216)        | (32,793,218)        | (26,552,787)        |
| Net Revenues   | <u>\$24,082,900</u> | <u>\$26,713,259</u> | <u>\$21,251,158</u> | <u>\$20,422,540</u> | <u>\$30,190,662</u> | <u>\$33,840,120</u> |
| Utility System Water and Sewer Revenue Bond/Obligation Debt Service Requirements (c) | \$16,683,700        | \$ 7,577,754        | \$ 7,616,064        | \$ 7,599,347        | \$ 7,510,795        | \$ 3,482,996        |
| Fiscal Year Debt Service Coverage Provided by Net Revenues                           | 1.44x               | 3.53x               | 2.79x               | 2.69x               | 4.02x               | 9.72x               |

- (a) Budgeted figures were obtained from page 233 of the 2025 Annual Budget. The budgeted debt service requirements are the actual System bond debt service requirements for the Fiscal Year.
- (b) Utility System Water and Sewer Revenue Bond/Obligation Debt Service Requirements includes the Obligations.
- (c) For Fiscal Year 2019/20 through Fiscal Year [2023/24], amounts were sourced from the Pledged-Revenue Coverage schedule in the Annual Comprehensive Financial Report (the “ACFR”) for Fiscal Year [2023/24], page [196].

\* Budgeted and unaudited figures are subject to change up audit and should be viewed with an abundance of caution.

## RISK FACTORS

The purchase of the Obligations involves certain investment risks that are discussed throughout this Official Statement. Accordingly, each prospective purchaser of the Obligations should make an independent evaluation of all the information presented herein. The following factors, along with all other information in this Official Statement, should be considered by potential investors in evaluating the Obligations. The following discussion of risks is not meant to be an exhaustive list of the risks associated with the purchase of the Obligations and the order of discussion of such risks does not necessarily reflect the relative importance of the various risks. Potential investors are advised to consider the following factors along with all other information in this Official Statement in evaluating the Obligations. There can be no assurance that other risk factors not discussed under this caption will not become material in the future.

Limited Obligation. The Obligations will not constitute an obligation or indebtedness or pledge of the general credit of the City within the meaning or application of any constitutional, charter or statutory limitation or provision, and the owners of the Obligations will never have the right to compel any exercise of the taxing power of the City or to demand payment of the Obligations or interest thereon out of any funds other than from the sources pledged therefor.

Additional Senior Bonds and Additional Subordinate Obligations of the City. The City has the capacity to issue Additional Senior Bonds and Additional Subordinate Obligations that are payable from the Net Revenues and which are on parity with the Obligations. To the extent that Additional Senior Bonds or Additional Subordinate Obligations are issued by the City, the funds available to make the debt service payments on the Obligations may be decreased.

Economic Downturns; Adverse Effects on System Revenues. A number of factors, many of which may be beyond the control of the City, could have an adverse impact on the level of Net Revenues, including adverse changes in the global and national economy, the Arizona economy, energy costs, and interest rate levels.

Cybersecurity; Other Safety and Security Risks. Cybersecurity breaches could damage the City's information and security systems and cause material disruption to its operations. The occurrence of military conflicts and terrorist activities, including cyber terrorism, could also adversely impact the operations of the System or the finances of the City. In particular, the continuing Russia/Ukraine war has resulted in several warnings and advisories from the U.S. Department of Homeland Security related to an elevated risk of cyberattacks against municipalities and critical infrastructure. The City maintains active security (including information security) and emergency preparedness programs and has a number of security measures and safeguards in place. However, there can be no assurance that any existing or additional safety and security measures will prove adequate in the event that military conflicts or terrorist activities, including cyber terrorism, or acts of malfeasance are directed against the assets of the System or the information technology systems of the City. The costs of security measures or of remedying damage from security breaches could be greater than presently anticipated.

Costs of System Operation and Availability of Materials. The production of Net Revenues from the System could be materially adversely affected by the costs of operating, maintaining and repairing the System, including the costs of regulatory compliance, and the availability, price of, and demand for commodities. Net Revenues could also be materially adversely affected by other factors beyond the control of the City, such as strikes, energy shortages, material shortages, inflation, pandemics, drought and other adverse weather conditions, changes in federal, state or local law (including, but not limited to the Occupational Safety and Health Act, The Commercial Motor Vehicle Safety Act, the Clean Air Act, the Safe Drinking Water Act, the Clean Water Act, the Arizona Groundwater Code, and the Natural Gas Pipeline Safety Act), changes in international laws and other contingencies.

Factors Affecting the Utility Industry. The utility industry has been, and in the future may be, affected by a number of factors that could impact water and sewer utilities. Such factors include, among others: (i) effects of compliance with rapidly changing environmental, health, safety, licensing, regulatory and legislative standards and requirements; (ii) changes resulting from conservation and demand-side management programs on the timing and use of commodities; (iii) other changes in actual demand from projected future requirements; (iv) expansion of competition in the utility industry; (v) natural disasters such as drought, fires and flooding; and (vi) issues relating to issuance of tax-exempt obligations and restrictions thereon. The City cannot predict what effects these factors will have on the business, operations, and financial condition of the System, but they could be significant.

[Water Supply and Drought Conditions risk factor for City review]

Water Supply and Drought Conditions. Water for the City's System is provided from two general sources: groundwater allotted by the Arizona Department of Water Resources and the Colorado River via the Central Arizona Project ("CAP") canal. In addition, the City actively recharges the aquifer by sending treated effluent to a Soil Aquifer Treatment facility. This provides needed recharged water to the aquifer and stores water underground for future needs via long term storage credits. The City is currently designated with a 100-Year Assured Water Supply by the Arizona Department of Water Resources. The City has adequate supplies for growth and has engaged in planning and resource management to provide for current and future availability of water supplies during normal and drought conditions. However, the ability of the City's System to operate effectively may still be affected, and potentially may be significantly affected, by the water supply available to the City, which is situated in a desert environment. In particular, recent conditions on the Colorado River system may be indicative of future challenges. The City has been preparing for various Colorado River shortage scenarios. In accordance with A.R.S. §45-342(A) the City has drafted a Drought Preparedness Plan which is available on the City's website. If the water supply decreases significantly however, whether by physical limitation or regulatory restrictions, prohibitive water costs or otherwise, System water sales may be diminished and Net Revenues available to pay the debt service may be adversely affected.

While the multiple sources of supply available to the City along with the various plants, wells and other facilities may help to mitigate risk, future water availability, drought, flooding, environmental conditions and other climate related conditions in Arizona and the other Colorado River Basin states are unpredictable and subject to change. For example, since January 2022, Arizona has operated under a drought contingency plan and has received a reduction to its deliveries of Colorado River water as described above. Additional reductions may result from the 2026 re-consultation on the Colorado River by the Bureau of Reclamation and Colorado River Basin States. The impacts associated with climate and natural disasters and other "force majeure" events on the City cannot be predicted, but could be significant.]

Other Considerations. The [Audited] General Purpose Financial Statements of the City included in APPENDIX D hereto are for the Fiscal Year ended June 30, [2024], and may not reflect the current financial positions of the City. Such financial statements are the most recent [audited] financial statements for the City.

## THE PROJECT

A portion of the proceeds of the Obligations will be used to finance the Project, which consists of the Rainbow Valley Water Reclamation Facility design and expansion, the construction of Water Treatment Brine Disposal and various other System improvements and appurtenances.

## SOURCES AND USES OF FUNDS\*

The proceeds of the Obligations will be applied substantially as follows:

### Sources of Funds

|                                     |                 |
|-------------------------------------|-----------------|
| Principal Amount of the Obligations | \$54,920,000.00 |
| [Net] Original Issue Premium (a)    |                 |
| Total Sources of Funds              | <u>\$</u>       |

### Uses of Funds

|                                    |           |
|------------------------------------|-----------|
| Deposit to Acquisition Fund        |           |
| Deposit to Delivery Costs Fund (b) |           |
| Total Uses of Funds                | <u>\$</u> |

- (a) [Net amortizable premium consists of amortizable premium on the Obligations, less original issue discount on the Obligations.]
- (b) Includes certain costs incurred by the City in connection with the issuance of the Obligations, including underwriting compensation[, the premium for the Reserve Policy, and the premium for the Insurance Policy].

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\* Subject to change.



## ESTIMATED DEBT SERVICE REQUIREMENTS AND DEBT SERVICE COVERAGE

The following schedule sets forth (i) the annual debt service requirements of the Existing Senior Bonds, (ii) the annual debt service requirements of the Existing Subordinate Parity Obligations, (iii) the estimated annual debt service requirements of the Obligations, (iv) the total estimated annual System debt service requirements following execution and delivery of the Obligations and (v) the estimated debt service coverage ratio for such total annual debt service requirements based upon the City's Fiscal Year [2023/24] Net Revenues (\$[26,713,259]\*).

### City of Goodyear, Arizona Schedule of Combined Annual Water and Sewer Revenue Estimated Debt Service Requirements and Debt Service Coverage\* (a)

| Period<br>Ending<br>(07-01) | Existing<br>Senior<br>Bonds (b) | Existing<br>Subordinate<br>Parity<br>Obligations (b) | The Obligations* |              | Estimated<br>Combined<br>Annual<br>Debt Service (d)* | Estimated<br>Combined<br>Debt Service<br>Coverage* (e) |
|-----------------------------|---------------------------------|--|------------------|--------------|--|--|
|                             | Debt Service                    | Debt Service   | Principal        | Interest (c) |  |  |
| 2025 (f)                    | \$ 361,574                      | \$ 7,239,995   | \$ 2,315,000     | \$1,106,028  | \$ 11,022,597  | [2.42]x  |
| 2026                        | 361,574                         | 7,245,844  | 1,205,000        | 2,630,250    | 11,442,668   |  |
| 2027                        | 361,574                         | 7,519,330  | 1,235,000        | 2,570,000    | 11,685,904   |  |
| 2028                        | 361,574                         | 7,759,678  | -                | 2,508,250    | 10,629,502   |  |
| 2029                        | 361,574                         | 7,751,532  | -                | 2,508,250    | 10,621,356   |  |
| 2030                        | 21,938                          | 7,927,600  | -                | 2,508,250    | 10,457,787   |  |
| 2031                        | 21,938                          | 8,146,032  | 1,270,000        | 2,508,250    | 11,946,220   |  |
| 2032                        | 21,938                          | 8,142,068  | 1,740,000        | 2,444,750    | 12,348,755   |  |
| 2033                        | 21,938                          | 8,130,363  | 2,245,000        | 2,357,750    | 12,755,050   |  |
| 2034                        | 21,938                          | 8,130,413  | 2,785,000        | 2,245,500    | 13,182,850   |  |
| 2035                        | 21,938                          | 8,124,175  | 2,920,000        | 2,106,250    | 13,172,362   |  |
| 2036                        | 21,938                          | 8,111,594  | 3,070,000        | 1,960,250    | 13,163,782   |  |
| 2037                        | 21,938                          | 8,104,678  | 3,205,000        | 1,806,750    | 13,138,366   |  |
| 2038                        | 21,938                          | 9,626,161  | 3,550,000        | 1,646,500    | 14,844,598   |  |
| 2039                        | 21,938                          | 9,634,692  | 3,720,000        | 1,469,000    | 14,845,629   |  |
| 2040                        | 21,938                          | 9,631,696  | 3,910,000        | 1,283,000    | 14,846,634   |  |
| 2041                        | 21,938                          | 8,753,074  | 4,985,000        | 1,087,500    | 14,847,511   |  |
| 2042                        | 21,938                          | 8,667,150  | 5,320,000        | 838,250      | 14,847,338   |  |
| 2043                        | 21,938                          | 8,670,600  | 5,580,000        | 572,250      | 14,844,788   |  |
| 2044                        | 21,938                          | 8,668,350  | 5,865,000        | 293,250      | 14,848,538   | [1.80]x  |
| 2045                        | 21,938                          | 8,670,200  |                  |              | 8,692,138  |  |
| 2046                        | 21,938                          | 8,670,600  |                  |              | 8,692,538  |  |
| 2047                        | 21,938                          | 8,669,050  |                  |              | 8,690,988  |  |
| 2048                        | 21,938                          | 8,669,800  |                  |              | 8,691,738  |  |
| 2049                        | 346,938                         | 8,572,550  |                  |              | 8,919,488  |  |
| Total (e)                   | \$2,571,620                     | \$209,237,222  | \$54,920,000     |              | \$303,179,120  |  |

(a) Schedule prepared by Hilltop Securities Inc. (the "Financial Advisor").

(b) See APPENDIX B – "City of Goodyear, Arizona – Financial Data" – TABLE B-3 and TABLE B-4 hereto.

(c) The first interest payment on the Obligations is due on July 1, 2025\*, representing interest from the date of the Obligations. Thereafter, interest payments will be made semiannually on each January 1 and July 1, until maturity or prior redemption. Interest is estimated at 5.00%.

(d) Totals may not add due to rounding.

\* Subject to change.

- (e) See “COMBINED SCHEDULES OF NET REVENUES AND DEBT SERVICE COVERAGE” herein. Such Net Revenues provide coverage for the total annual debt service requirements in Fiscal Year 2024/25 of approximately [2.42]x\* and for the total annual debt service requirements for Fiscal Year 2043/44, the maximum annual debt service payable on all Existing Senior Bonds, the Obligations and the Existing Subordinate Parity Obligations to be outstanding immediately after execution and delivery of the Obligations, of approximately [1.80]x\*.
- (f) Debt service payable January 1, 2025, is included for purposes of this table.

## **OBLIGATION INSURANCE**

[INSURANCE\_LANGUAGE]

### **OBLIGATION INSURANCE AND RELATED RISK FACTORS**

[The following are risk factors relating to bond insurance generally. In the event of default of the payment of principal or interest with respect to any of the Obligations when all or some become due, any owner of the Obligations on which such principal or interest was not paid will have a claim under the Insurance Policy for such payments. In the event the Insurer is unable to make payment of principal and interest as such payments become due under the Insurance Policy, the Obligations will remain payable solely from the Payments, which are secured by the Net Revenues, as described under “SECURITY FOR AND SOURCES OF PAYMENT FOR THE OBLIGATIONS.” In the event the Insurer becomes obligated to make payments with respect to the Obligations, no assurance will be given that such event will not adversely affect the market price of the Obligations and the marketability (liquidity) of the Obligations.

The long-term ratings on the Obligations will be dependent in part on the financial strength of the Insurer and its claims paying ability. The Insurer’s financial strength and claims paying ability will be predicated upon a number of factors that could change over time. No assurance will be given that the long-term rating of the Insurer and of the rating on the Obligations insured by the Insurer will not be subject to downgrade, and such event could adversely affect the market price of the Obligations and the marketability (liquidity) of the Obligations.

The obligations of the Insurer will be general obligations of the Insurer, and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law, state receivership or other similar laws related to insolvency of insurance companies.

None of the City, the Financial Advisor, the Underwriter (as defined herein), or their respective attorneys (including Special Counsel (defined herein) and counsel to the Underwriter), agents or consultants have made independent investigation into the claims paying ability of the Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Insurer will be given. Thus, when making an investment decision, potential investors should carefully consider the ability of the City to pay principal of and interest on the Obligations and the claims paying ability of the Insurer, particularly over the life of the investment.]

## **RATINGS**

Moody’s Investors Service, Inc. (“Moody’s”) and S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC (“S&P”) have assigned underlying ratings of “\_\_” and “\_\_”, respectively, to the Obligations. [S&P is expected to assign an insured rating of “\_\_” to the Obligations, based upon the issuance of the Insurance Policy to be issued by [INSURER] at the time of delivery of 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 9411, from and S&P at One California Street, 31st Floor, San Francisco, California 9411. 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 that it will file notice of any formal change in the ratings relating to the Obligations. See “CONTINUING SECONDARY MARKET DISCLOSURE” below.

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\* Subject to change.

## **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 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 federal and Arizona income tax purposes (see "TAX EXEMPTION" herein). 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 G. The legal opinion to be delivered may vary from the text of APPENDIX G 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 on the exclusion of the interest income on the Obligations from gross income for purposes of calculating federal income taxes and of the exemption of the interest income on the Obligations from Arizona income taxes. (See "TAX EXEMPTION" herein.) 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 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 FOR AND SOURCES OF PAYMENT FOR THE OBLIGATIONS," "THE PROJECT," "TAX EXEMPTION," "OBLIGATION PREMIUM," "ORIGINAL ISSUE DISCOUNT," "RELATIONSHIP AMONG PARTIES" (but only as it applies to Special Counsel), "CONTINUING SECONDARY MARKET DISCLOSURE" (except as it relates to the City's compliance with prior continuing disclosure certificates), and in APPENDICES E, G 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, 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 Greenburg Traurig, LLP, Phoenix, Arizona, counsel to the Underwriter.

## **TAX EXEMPTION**

In the opinion of Special 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, the portion of each Payment made by the City under the Agreement and denominated as and comprising interest income pursuant to the Agreement and received by the Owners of the Obligations will be excluded from gross income for federal income tax purposes and is exempt from Arizona income taxes. The opinion of Special Counsel will be dated the date of delivery of the Obligations. The form of such opinion is included herein in APPENDIX G – "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 Obligations, 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 Obligations. The City has covenanted to comply with the provisions of the Code relating to such matters and the opinion of Special Counsel assumes continuing compliance with such covenants. Failure to comply with such restrictions, conditions, and requirements could result in the interest income on the Agreement being included as gross income for federal income tax purposes, under certain circumstances, from the date of initial issuance. The Obligations do not provide for an adjustment in the interest rate or yield in the event of taxability and an event of taxability does not cause an acceleration of the principal on the Obligations.

The Code also imposes an “alternative minimum tax” upon certain corporations and individuals. A taxpayer’s “alternative minimum taxable income” (“AMTI”) is its taxable income with certain adjustments. Interest income on the Agreement is not an item of tax preference to be included in the AMTI. Notwithstanding the preceding sentence, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022.

Although Special Counsel will render an opinion that, as of the delivery of the Obligations, interest income on the Agreement will be excluded from gross income for federal income tax purposes, the accrual or receipt of interest on the Obligations may otherwise affect a Beneficial Owner’s (as defined in APPENDIX F – “Book-Entry-Only System”) federal tax liability. Certain taxpayers may experience other tax consequences. Taxpayers who become Beneficial Owners of the Obligations, 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 advisors 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 Beneficial Owner’s particular tax status and the Beneficial Owner’s other items of income or deduction. Special Counsel expresses no opinion regarding any such other tax consequences.

The Agreement and the Obligations 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 and marketability (liquidity) of the Obligations. Any such change that occurs before initial delivery of the Obligations could cause Special Counsel to deliver an opinion substantially different from the form of opinion shown in APPENDIX G – “Form of Approving Legal Opinion.” The extent of change in Special Counsel’s opinion cannot be determined at this time. It cannot be predicted whether, when or in what form any such proposal or proposals might be enacted or whether, if enacted, such proposal or proposals would apply to obligations (such as the Obligations) 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.

## **OBLIGATION PREMIUM**

The initial public offering prices of the Obligations maturing on July 1, 20\_\_, through and including July 1, 20\_\_ (collectively, the “Premium Obligations”), are greater than the amount payable on such Premium Obligations at maturity. An amount equal to the difference between the initial public offering price of a Premium Obligation (assuming that a substantial amount of the 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 Premium Obligations. The basis for federal income tax purposes of a Premium Obligation in the hands of such initial Beneficial Owner must be reduced each year by the amortizable obligation premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable obligation 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 Obligation. The amount of premium that 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 Obligations should consult with their own tax advisors with respect to the determination of amortizable obligation premium with respect to the Premium Obligations for federal income tax purposes and with respect to the state and local tax consequences of owning Premium Obligations.



## **ORIGINAL ISSUE DISCOUNT**

The initial public offering prices of the Obligations maturing on July 1, 20\_\_, July 1, 20\_\_, and July 1, 20\_\_ (collectively, the “Discount Obligations”), are less than the respective amounts payable at maturity. As a result, the 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 Discount Obligations was sold (the “OID Issue Price”)) of the Discount Obligations and the amount payable at maturity of the Discount Obligations will be treated as “original issue discount.” With respect to a Beneficial Owner who purchases a Discount Obligation in the initial public offering at the OID Issue Price and who holds the Discount Obligation 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 Obligation 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 Obligation at maturity.

The original issue discount on each of the Discount Obligations is treated for federal income tax purposes and Arizona income tax purposes as accreting daily over the term of such 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 Discount Obligation. The adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discount Obligation. Initial Beneficial Owners of a Discount Obligation who disposes of the Discount Obligation prior to maturity should consult their tax advisors 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 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 Discount Obligations. Beneficial Owners who do not purchase the Discount Obligations 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 Obligations.

A portion of the original issue discount that accretes in each year to a Beneficial Owner of a Discount Obligation may result in certain collateral federal income tax consequences as described in “TAX EXEMPTION” herein. Beneficial Owners of Discount Obligations in states other than Arizona should consult their own tax advisors with respect to the state and local tax consequences of owning Discount Obligations.

## **UNDERWRITING**

Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) has agreed to purchase the Obligations at an aggregate purchase price of \$\_\_\_\_ pursuant to an obligation purchase agreement (the “Purchase Contract”) entered into by and between the City and the Underwriter. If the Obligations are sold to produce the yields shown on the inside front cover page hereof, the Underwriter’s compensation will be \$\_\_\_\_. The Purchase Contract provides that the Underwriter will purchase all of the Obligations so offered if any 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 higher or yields lower than the public offering prices or yields 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.

## **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. Counsel to the Underwriter 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. Additionally, Special Counsel serves as special counsel to the City on various legal matters.

## **FINANCIAL ADVISOR**

The Financial Advisor's fee for services rendered with respect to the sale of the Obligations is contingent upon the execution 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.

## **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, 2026 (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 hereto in APPENDIX H – "Form of Continuing Disclosure Certificate." The form of the undertaking which describes the content of the Annual Reports and the Notices and the method of their dissemination is included as APPENDIX H 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. The City's undertaking to provide continuing disclosure is payable solely from Net Revenues of the System to cover the costs of preparing and sending the Annual Reports and Notices to EMMA. Absence of continuing disclosure could adversely affect the Obligations and specifically their market price and transferability.

## **GENERAL PURPOSE FINANCIAL STATEMENTS**

The [audited] financial statements of the City for the Fiscal Year ended June 30, [2024], a copy of which is included in APPENDIX D of this Official Statement, have been [audited] by [Heinfeld, Meech & Co., P.C.] 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, [2024], and are not current. The City neither requested nor obtained the consent of [Heinfeld, Meech & Co., P.C.] to include the report, and [Heinfeld, Meech & Co., P.C.] 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 or fact of 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

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## 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 west of downtown 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 |
|---------------------|------------------|-----------------|------------------|
| [2023] Estimate (a) | [111,508]        | [4,665,020]     | [7,525,113]      |
| 2020 Census         | 95,294           | 4,420,568       | 7,151,502        |
| 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, 2023 (published December 2023)].

Source: Arizona Office of Economic Opportunity and U.S. Census Bureau (2020, 2010, 2000 and 1990) – *Census of Population and Housing* and [July 1, 2023], Population Estimates for Arizona’s Counties, Incorporated Places and Unincorporated Balance of Counties.

### 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 904 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:

*Wynette Reed, City Manager.* Ms. Reed was appointed City Manager in February 2023. Ms. Reed has more than 36 years of municipal government experience, including over 25 years in management/leadership roles. She came to the City in 2011 as the City’s Human Resources Director and was promoted to Deputy City Manager in March 2013 and has overseen every department in the City during her tenure. Prior to joining the City, Ms. Reed held the Human Resources Director position for the City of Peoria for 3.5 years. Before making her home in Arizona in 2008, she served as HR Director for Larimer County and Assistant HR Director for Fort Collins, Colorado. Ms. Reed has experience in strategic planning, organizational development and human capital planning. She graduated from Colorado State University with a Bachelor of Science degree in Biological Sciences and a Master of Science degree in Organizational Leadership. She was also awarded a certificate of completion for the Senior Executives in State and Local Government Program, July 2015, Harvard University, John F. Kennedy School of Government, Executive Education.



*Jared Askelson, Finance Director.* Mr. Askelson joined the City of Goodyear in August of 2017 and served as the Financial Services Manager and Deputy Finance Director before being selected as the Finance Director in March 2024. Mr. Askelson has over 24 years of government experience. He previously served two stints with the City of Surprise, Arizona from 2005 to 2010 and again from 2014 to 2017 as a Senior Budget Analyst, Budget Manager, and Assistant Finance Director. From 2011 to 2014, Mr. Askelson served in the City of Mesa as a Senior Budget Analyst and Budget Administrator. His previous government finance experience also includes stops in the City of Casa Grande and the Arizona Game & Fish Department. Mr. Askelson holds a Bachelor's degree in accountancy from Arizona State University.

## 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 Guardians and the Cincinnati Reds. The Cleveland Guardians 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     | United States | State of Arizona (a) | Maricopa County (a) | City of Goodyear (a) |
|----------|---------------|----------------------|---------------------|----------------------|
| 2024 (b) | 4.1%          | 3.6%                 | 3.2%                | 3.5%                 |
| 2023     | 3.6           | 3.9                  | 3.4                 | 3.7                  |
| 2022     | 3.7           | 3.8                  | 3.3                 | 3.7                  |
| 2021     | 5.4           | 5.1                  | 4.6                 | 4.7                  |
| 2020     | 8.1           | 7.8                  | 7.3                 | 6.9                  |
| 2019     | 3.7           | 4.8                  | 4.1                 | 4.4                  |

(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 September 2024 for the National Unemployment rate and through August 2024 for LAUS data.

Source: Local Area Unemployment Statistics and National Labor Force Statistics, U.S. Department of Labor, Bureau of Labor Statistics. Data accessed October 29, 2024.

A list of major employers located within the City is set forth in the following table.

**TABLE A-3**

**Major Employers  
City of Goodyear, Arizona**

| Employer   | Product/Service                       | Approximate<br>Employment |
|--|---------------------------------------|---------------------------|
| Amazon Fulfillment                                 | Retail Fulfillment Center             | 2,260                     |
| UPS - Regional Ops Center                          | Couriers and Delivery Services        | 1,860                     |
| Chewy.com  | Pet Products Fulfillment Center       | 1,490                     |
| Abrazo Healthcare (West Valley Hospital)           | General Medical and Surgical Hospital | 1,150                     |
| Macys  | General Warehousing and Storage       | 1,020                     |
| Meyer Burger                                       | Solar Panel Production                | 569                       |
| Subzero / Wolf                                     | Consumer Goods Manufacturing          | 510                       |
| City of Hope (Cancer Treatment Centers of America) | Cancer Treatment Hospital             | 500                       |
| Mlily USA  | Mattress Manufacturing                | 420                       |
| Andersen Windows                                   | Window Manufacturing                  | 400                       |

**Construction**

The following tables illustrate a building permit summary for residential and non-residential construction and new housing starts for the City. Values shown in thousands.

**TABLE A-4**

**Value of Building Permits (a)  
City of Goodyear, Arizona  
(\$000s omitted)**

| Fiscal Year | Residential | Commercial and<br>Industrial | Total     |
|-------------|-------------|------------------------------|-----------|
| 2024/25 (b) | \$117,071   | \$117,931                    | \$235,002 |
| 2023/24     | 460,873     | 432,596                      | 893,469   |
| 2022/23     | 258,443     | 563,500                      | 821,943   |
| 2021/22     | 402,088     | 218,177                      | 620,265   |
| 2020/21     | 655,377     | 295,009                      | 950,386   |
| 2019/20     | 465,608     | 758,832                      | 1,224,440 |

(a) 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.

(b) Partial Fiscal Year data from July 1, 2024, through September 30, 2024.

**TABLE A-5****New Housing Starts (a)  
City of Goodyear, Arizona**

| <u>Fiscal Year</u> | <u>Total New Housing Starts</u> |
|--------------------|---------------------------------|
| 2024/25 (b)        | 399                             |
| 2023/24            | 1,363                           |
| 2022/23            | 687                             |
| 2021/22            | 1,235                           |
| 2020/21            | 2,062                           |
| 2019/20            | 1,490                           |

(a) 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.

(b) Partial Fiscal Year data from July 1, 2024, through September 30, 2024.

**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 Metropolitan Phoenix 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 Metropolitan Phoenix Area that 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 2024/25)

##### City of Goodyear, Arizona

|  |                    |
|--|--------------------|
| Total General Obligation Bonds Outstanding   | \$ 131,525,000 (a) |
| Total Senior Lien Water and Sewer Revenue Bonds Outstanding                                  | 1,925,863 (b)      |
| Total Subordinate Lien Water and Sewer Revenue Obligations Outstanding and to be Outstanding | 187,625,000 * (c)  |
| Total Senior Lien Excise Tax Obligations Outstanding   | 58,560,000 (d)     |
| Total Subordinate Lien Excise Tax Obligations Outstanding                                    | 3,575,000 (e)      |
| Total Improvement District Bonds Outstanding   | 13,120,000 (f)     |
| Net Assessed Limited Property Value  | 1,635,614,667 (g)  |
| Net Full Cash Assessed Value   | 3,048,635,963 (h)  |
| Estimated Net Full Cash Value  | 26,359,535,282 (i) |

- (a) See “Statements of Bonds Outstanding – General Obligation Bonds Outstanding” in this appendix.
- (b) See “Statements of Bonds Outstanding – Senior Water and Sewer Revenue Bonds Outstanding” in this appendix.
- (c) See “Statements of Bonds Outstanding – Subordinate Water and Sewer Revenue Obligations Outstanding and to be Outstanding” in this appendix.
- (d) See “Statements of Bonds Outstanding – Senior Lien Excise Tax Obligations Outstanding” in this appendix.
- (e) See “Statements of Bonds Outstanding – Subordinate Lien Excise Tax Obligations Outstanding” in this appendix.
- (f) See “Statements of Bonds Outstanding – Improvement District Bonds Outstanding” in this appendix.
- (g) In the context of a specific property parcel, limited property value (“Limited Property Value”) is a property value is determined pursuant to the Arizona Constitution and the Arizona Revised Statutes. Except for certain circumstances, for locally assessed property in existence in the prior year, Limited Property Value is limited to the lesser of full cash value (“Full Cash Value”) or an amount five percent (5%) greater than Limited Property Value determined for the prior year for such specific property parcel. A separate Limited Property Value is not provided for centrally valued property. “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.
- (h) In the context of a specific property parcel, 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. 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.
- (i) 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”).

Source: *State and County 2024 Abstract of the Assessment Roll*, Arizona Department of Revenue and *Maricopa County 2024 Tax Levy*, Maricopa County Department of Finance.

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\* Subject to change.



# STATEMENTS OF BONDS OUTSTANDING

**TABLE B-2**

## General Obligation Bonds Outstanding City of Goodyear, Arizona

| Issue Series                               | Description     | Original Amount | Final Maturity | Principal Outstanding    |
|--|-----------------|-----------------|----------------|--------------------------|
| 2016                                       | Refunding       | \$54,975,000    | 07-01-2037     | \$ 28,465,000            |
| 2017                                       | Various Purpose | 25,015,000      | 07-01-2037     | 19,275,000               |
| 2019                                       | Refunding       | 4,225,000       | 07-01-2029     | 4,105,000                |
| 2019                                       | Various Purpose | 26,960,000      | 07-01-2038     | 22,085,000               |
| 2020                                       | Refunding       | 9,250,000       | 07-01-2030     | 5,905,000                |
| 2021                                       | Various Purpose | 39,530,000      | 07-01-2040     | 32,100,000               |
| 2022                                       | Various Purpose | 23,475,000      | 07-01-2041     | 19,590,000               |
| Total General Obligation Bonds Outstanding |                 |                 |                | <u>\$131,525,000</u> (a) |

(a) Does not include \$[GO\_PAR] General Obligation Bonds, Series 2025 (“2025 GO Bonds”). The City may offer the 2025 GO Bonds pursuant to a separate official statement in the second quarter of calendar year 2025.

**TABLE B-3**

## Senior Water and Sewer Revenue Bonds Outstanding City of Goodyear, Arizona

| Issue Series  | Description | Original Amount | Final Maturity | Principal Outstanding |
|---|-------------|-----------------|----------------|-----------------------|
| 2009  | Refunding   | \$ 325,000      | 07-01-2049     | \$ 325,000            |
| 2009  | WIFA Loan   | 5,716,315(a)    | 07-01-2029     | 1,600,863 (b)         |
| Total Water and Sewer Revenue Obligations Outstanding |             |                 |                | <u>\$1,925,863</u>    |

(a) Actual amount drawn on \$8,000,000 loan.

(b) Represents the City’s 2009 financial obligations to WIFA.

**TABLE B-4**

## Subordinate Water and Sewer Revenue Obligations Outstanding and to be Outstanding City of Goodyear, Arizona

| Issue Series  | Description                  | Original Amount | Final Maturity | Principal Outstanding  |
|---|------------------------------|-----------------|----------------|------------------------|
| 2016  | Subordinate Lien Obligations | \$11,540,000    | 07-01-2045     | \$ 5,920,000           |
| 2020  | Subordinate Lien Obligations | 77,530,000      | 07-01-2049     | 74,145,000             |
| 2020  | Subordinate Lien Obligations | 30,950,000      | 07-01-2049     | 30,950,000             |
| 2020  | Tax-Exempt Refunding         | 12,290,000      | 07-01-2039     | 10,775,000             |
| 2020  | Taxable Refunding            | 13,540,000      | 07-01-2041     | 10,915,000             |
| Total Subordinate Water and Sewer Revenue Obligations Outstanding       |                              |                 |                | <u>\$132,705,000</u>   |
| Plus the Obligations  |                              |                 |                | <u>54,920,000</u> *    |
| Total Subordinate Water and Sewer Revenue Obligations to be Outstanding |                              |                 |                | <u>\$187,625,000</u> * |

\* Subject to change.

**TABLE B-5****Senior Lien Excise Tax Obligations Outstanding (a)**  
**City of Goodyear, Arizona**

| Issue Series   | Description | Original Amount | Final Maturity | Principal Outstanding |     |
|--|-------------|-----------------|----------------|-----------------------|-----|
| 2016A  | Refunding   | \$40,530,000    | 07-01-2032     | \$27,470,000          | (b) |
| 2016B  | Refunding   | 31,165,000      | 07-01-2031     | 16,670,000            | (b) |
| 2021   | Refunding   | 25,520,000      | 07-01-2027     | 14,420,000            |     |
| Total Senior Lien Excise Tax Obligations Outstanding |             |                 |                | <u>\$58,560,000</u>   |     |

(a) Secured by a first lien pledge of certain City excise taxes, fines and fees, and certain State shared revenues (collectively, the “Excise Taxes”).

(b) Issued by the City of Goodyear, Arizona Public Improvement Corporation (the “PIC”).

**TABLE B-6****Subordinate Lien Excise Tax Obligations Outstanding (a)**  
**City of Goodyear, Arizona**

| Issue Series  | Description | Original Amount | Final Maturity | Principal Outstanding |     |
|---|-------------|-----------------|----------------|-----------------------|-----|
| 2017  | Refunding   | \$10,645,000    | 07-01-2027     | \$3,575,000           | (b) |
| Total Subordinate Lien Excise Tax Obligations Outstanding |             |                 |                | <u>\$3,575,000</u>    |     |

(a) Secured by a second lien pledge of the Excise Taxes.

(b) Issued by the PIC.

**TABLE B-7 [Reflects principal to be outstanding as of January 7, 2025]****Improvement District Bonds Outstanding (a)**  
**City of Goodyear, Arizona**

| Issue Series                                 | Description | Original Amount | Final Maturity | Principal Outstanding |
|--|-------------|-----------------|----------------|-----------------------|
| 2018   | Refunding   | \$34,870,000    | 01-01-2031     | \$13,120,000          |
| Total Improvement District Bonds Outstanding |             |                 |                | <u>\$13,120,000</u>   |

(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.

**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 benefitted 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. The Mayor and City Council contribute to the State’s Elected Officials Retirement Plan (“EORP”) that is also a multiple-employer cost-sharing pension plan. The EORP is not described herein because of its relative insignificance to the City’s financial statements.

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. The ASRS OPEB plan is not described below because of its relative insignificance to the financial statements.

At June 30, [2024], the City reported the following unfunded liabilities related to pensions and OPEB for all plans to which it contributes (in thousands):

**TABLE B-8 [Pending mid-November updates]**

**Net Pension and OPEB Liabilities**  
**City of Goodyear, Arizona**

| Plan         | Governmental<br>Activities | Business-Type<br>Activities |
|--------------|----------------------------|-----------------------------|
| ASRS         | \$                         | \$                          |
| OPEB         |                            |                             |
| PSPRS-Fire   |                            |                             |
| PSPRS-Police |                            |                             |
| Total        | \$                         | \$                          |

For a more detailed description of these plans and the City contributions to the various plans, please refer to Note [ ] of the City's [Audited] General Purpose Financial Statements for the Fiscal Year Ended June 30, [2024], contained in APPENDIX D of this Official Statement.

**City of Goodyear, Arizona  
Water and Sewer Systems Information**

**Water System**

The water system of the City serves a portion of the population of the City, amounting to over 66,000, residing within a 170.5 square mile service area. Liberty Water Company, a private utility, currently provides potable water treatment and distribution services to a portion of the City's population. Approximately forty percent (40%) of other addresses in the City that are located north of U.S. Interstate Highway I-10 are served by Liberty Water Company. EPCOR Water and Arizona Water also provide water to small portions of the City north of McDowell and Van Buren, respectively.

In 2023, groundwater wells produced 68 percent of the water used in the City while other 32 percent of water used was produced at the City's Surface Water Treatment Plant. The City currently has 11 groundwater wells of its own with a pumping capacity of approximately 18.5 million gallons per day ("mgd") and operates two wells of Adaman Mutual Water Company with a combined capacity of 2.5 mgd per agreement approved by Arizona Department of Water Resources. The City's Surface Water Treatment Plant began operations in 2021 and has a rated capacity of 8 mgd.

The City has nine storage facilities in the water system service area capable of storing 17.2 million gallons. The City has approximately 420 miles of pipelines, including 385 of mains. The total current capacity of the water system is approximately 23 mgd. The record peak day during 2024 required approximately 18.2 mgd. The average day in 2023 was 11.5 mgd.

The groundwater is treated at the Bullard Water Campus. Currently, the plant has a treatment capacity of 4.6 mgd. Site 12 Treatment facility has 4.3 mgd of reverse osmosis treatment and 1 mgd of arsenic removal treatment. Site 21 has 2.8 mgd for arsenic removal treatment and 1.0 mgd for reverse osmosis treatment of nitrates. Site 18 has 0.8 mgd treatment capacity for nitrates with a microbiological removal system.

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Source: City of Goodyear Integrated Water Master Plan ("IWMP"). This population is from the 2023 Annual report to Arizona Department of Water Resources ("ADWR"). IWMP uses projection of 65,367 for same area.



The following tables provide information with respect to the City's water utility system.

**Schedule of Existing and Adopted  
Monthly Water Service Charges (a)**

| Description of Water System Services          | Existing<br>Fees | Adopted<br>2023 | Adopted<br>2022 | Adopted<br>2021 | Adopted<br>2020 | Adopted<br>2019 |
|---|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <b>Base Charge</b>                            |                  |                 |                 |                 |                 |                 |
| (Meter Size)                                  |                  |                 |                 |                 |                 |                 |
| 3/4 Inch                                      | \$20.26          | \$ 19.67        | \$ 19.10        | \$ 18.54        | \$ 18.54        | \$ 17.49        |
| 1 Inch  | 28.02            | 27.20           | 26.41           | 25.64           | 25.64           | 24.19           |
| 1 1/2 Inch                                    | 45.30            | 43.98           | 42.70           | 41.46           | 41.46           | 39.11           |
| 2 Inches                                      | 73.33            | 71.20           | 69.12           | 67.11           | 67.11           | 63.31           |
| 3 Inches                                      | 84.87            | 82.40           | 80.00           | 77.67           | 77.67           | 77.67           |
| 4 Inches                                      | 138.39           | 134.36          | 130.45          | 126.65          | 126.65          | 126.65          |
| 6 Inches                                      | 262.65           | 255.00          | 247.57          | 240.36          | 240.36          | 240.36          |
| 12 Inches                                     | 262.65           | 255.00          | 247.57          |                 |                 |                 |
| <b>Monthly Volume Charge - Residential</b>    |                  |                 |                 |                 |                 |                 |
| 0 - 6,000 gallons (per thousand)              | \$2.35           | \$ 2.28         | \$ 2.21         | \$ 2.15         | \$ 2.15         | \$ 2.03         |
| 6,001 - 12,000 gallons (per thousand)         | 4.67             | 4.53            | 4.40            | 4.27            | 4.27            | 4.03            |
| 12,001 - 30,000 gallons (per thousand)        | 7.02             | 6.81            | 6.61            | 6.42            | 6.42            | 6.06            |
| 30,001+ gallons (per thousand)                | 11.27            | 10.94           | 10.62           | 10.31           | 10.31           | 9.73            |
| <b>Monthly Volume Charge –<br/>Commercial</b> |                  |                 |                 |                 |                 |                 |
| 0 - 40,000 gallons (per thousand)             | \$5.53           | \$ 5.37         | \$ 5.21         | \$ 5.06         | \$ 5.06         | \$ 4.91         |
| 40,001 - 100,000 gallons (per thousand)       | 8.85             | 8.59            | 8.34            | 8.10            | 8.10            | 7.86            |
| 100,001+ gallons (per thousand)               | 11.47            | 11.14           | 10.82           | 10.50           | 10.50           | 10.19           |

(a) Rates shown are for inside City customers. Outside City rates (incorporated and unincorporated) are twenty-five percent (25%) greater than inside City rates. Rate increases are adopted at the direction of City Council.

Source: City of Goodyear Financial Records, Reports and Water & Wastewater Rate Study. The table above reflects only certain basic fees and charges of the City's water system and is not a comprehensive statement of all such fees.

**Schedule of Water System Rate Increases (a)**

| Fiscal Year | Rate<br>Increase |
|-------------|------------------|
| 2020        | 6.0%             |
| 2021        | 0.0              |
| 2022        | 3.0              |
| 2023        | 3.0              |
| 2024        | 3.0              |

(a) The table above reflects only certain fees and charges of the City's water system and is not a comprehensive statement of all such fees.

**Schedule of Water System Customers (a)**

| Fiscal Year | Residential Customers | Commercial Customers | Multi-Unit Customers | Total Customers |
|-------------|-----------------------|----------------------|----------------------|-----------------|
| 2020        | 19,374                | 636                  | 38                   | 20,048          |
| 2021        | 20,284                | 1,054                | 39                   | 21,377          |
| 2022        | 21,688                | 1,025                | 60                   | 22,773          |
| 2023        | 22,575                | 677                  | 91                   | 23,343          |
| 2024        | 22,338                | 459                  | 62                   | 22,859          |

(a) Reflects customers as of June 30 for each Fiscal Year.

**Schedule of the 10 Largest Water System Customers**

| Water System Customer                                      | Description             | [2023/24] Water System Fees/Charges |
|--|-------------------------|-------------------------------------|
| Microsoft  | Industrial              | \$1,512,409                         |
| City of Goodyear   | Multi Purpose           | 1,383,093                           |
| Las Brisas Community Association                           | Homeowner's Association | 607,275                             |
| Canyon Trails Unit HOA 4 West                              | Homeowner's Association | 499,369                             |
| Liberty Utilities Corp                                     | Irrigation              | 498,684                             |
| Canyon Trails HOA  | Homeowner's Association | 472,960                             |
| Sundt Construction   | Hydrant & Industrial    | 470,106                             |
| Canyon Trails 4 - South                                    | Homeowner's Association | 409,509                             |
| Cottonflower Goodyear Community                            | Homeowner's Association | 358,542                             |
| Avondale Elementary School District                        | School                  | 351,326                             |
| Total  |                         | <u>\$6,563,273</u>                  |
| Total as a Percent of Total Water System Operating Revenue |                         | <u>10.93%</u>                       |

**Sewer System**

The sewer system of the City serves approximately fifty-eight percent (58%) of the City's overall requirements from residential and commercial properties, including the EPCOR Water and Arizona Water customers. (Liberty Water Company currently provides the balance, for most of the properties north of U.S. Interstate Highway I-10.)

The City owns and operates three water reclamation facilities. These reclamation facilities (157th Avenue, Corgett, and Rainbow Valley) currently have a combined treatment capacity of 7.5 mgd.

The City has approximately over 301 miles of sewer mains and 17 lift stations.

Source: City of Goodyear IWMP. This population is from the 2023 Annual report to ADWR. IWMP uses projection of 65,367 for same area.

**Schedule of Existing and Adopted Monthly Sewer Service Charges (a)**

| Description of Sewer System Services    | Existing Fees | Adopted 2023 | Adopted 2022 | Adopted 2021 | Adopted 2020 | Adopted 2019 |
|---|---------------|--------------|--------------|--------------|--------------|--------------|
| <b>Residential Sewer Service</b>        |               |              |              |              |              |              |
| Base Charge                             |               |              |              |              |              |              |
| Volume Charge (Per 1,000 gallons)       | \$7.18        | \$6.91       | \$6.71       | \$6.51       | \$6.51       | \$6.38       |
| <b>General Commercial Sewer Service</b> |               |              |              |              |              |              |
| Base Charge                             |               |              |              |              |              |              |
| Volume Charge (Per 1,000 gallons)       | \$7.18        | \$6.91       | \$6.71       | \$6.51       | \$6.51       | \$6.38       |
| <b>Base Charge (Meter Size)</b>         |               |              |              |              |              |              |
| 3/4 Inch                                | \$26.24       | \$25.23      | \$24.49      | \$23.78      | \$23.78      | \$23.31      |
| 1 Inch                                  | 40.26         | 38.71        | 37.58        | 36.49        | 36.49        | 35.77        |
| 1 1/2 Inch                              | 49.61         | 47.70        | 46.31        | 44.96        | 44.96        | 44.08        |
| 2 Inches                                | 96.38         | 92.67        | 89.97        | 87.35        | 87.35        | 85.64        |
| 3 Inches                                | 127.13        | 122.24       | 118.68       | 115.22       | 115.22       | 115.22       |
| 4 Inches                                | 168.66        | 162.17       | 157.45       | 152.86       | 152.86       | 152.86       |
| 6 Inches                                | 417.83        | 401.76       | 390.06       | 378.70       | 378.70       | 378.70       |

(a) Rates shown are for inside City customers. Outside City rates (incorporated and unincorporated) are twenty-five percent (25%) greater than inside City rates. Rate increases are adopted at the direction of City Council.

**Schedule of Sewer Rate Increases (a)**

| Fiscal Year | Rate Increase |
|-------------|---------------|
| 2020        | 2.0%          |
| 2021        | 0.0           |
| 2022        | 3.0           |
| 2023        | 3.0           |
| 2024        | 3.0           |

(a) Rate increases were adopted, but are subject to change at the direction of City Council.

Source: City of Goodyear Financial Records, Reports and Water & Wastewater Rate Study. The table above reflects only certain basic fees and charges of the City's sewer system and is not a comprehensive statement of all such fees.

**Schedule of Sewer System Customers (a)**

| Fiscal Year | Residential Customers | Commercial Customers | Multi-Unit Customers | Total Customers |
|-------------|-----------------------|----------------------|----------------------|-----------------|
| 2020        | 20,383                | 271                  | 16                   | 20,670          |
| 2021        | 20,383                | 271                  | 16                   | 20,670          |
| 2022        | 22,732                | 444                  | 60                   | 23,236          |
| 2023        | 23,844                | 478                  | 91                   | 24,413          |
| 2024        | 23,562                | 530                  | 46                   | 24,138          |

(a) Reflects customers as of June 30 for each Fiscal Year.

# **Schedule of the 10 Largest Sewer System Customers**

| Sewer System Customer                                      | Description       | [2023/24]<br>Wastewater<br>Fees/Charges |
|--|-------------------|---|
| Arizona State Prison/Perryville                            | Prison            | \$1,321,714                             |
| Microsoft Corporation                                      | Commercial        | 727,009                                 |
| City of Goodyear   | Multi Purpose     | 118,383                                 |
| Factor75 LLC   | Industrial        | 113,858                                 |
| Shepard Invest Group                                       | Apartments        | 102,453                                 |
| JB Park Shadows  | Apartments        | 92,070                                  |
| Huhtamaki  | Irrigation        | 88,711                                  |
| Serafina Apartments SPE LLC                                | Apartments        | 79,736                                  |
| Poore Brothers Inc   | Food Manufacturer | 75,581                                  |
| Airport Master Meter                                       | Airport           | 72,763                                  |
| Total  |                   | <u>\$2,792,278</u>                      |
| Total as a Percent of Total Sewer System Operating Revenue |                   | <u>8.34%</u>                            |



## **APPENDIX D**

### **City of Goodyear, Arizona**

#### **[Audited] Financial Statements for The Year Ended June 30, [2024]**

The following [audited] financial statements are for the Fiscal Year ended June 30, [2024], have been [audited] by [Heinfeld, Meech & Co., P.C.], certified public accountants, to the extent and for the period indicated thereon. The City has neither requested nor obtained the consent of [Heinfeld, Meech & Co., P.C.], to include its report and [Heinfeld, Meech & Co., P.C.], 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.

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## Summaries of the Authorizing Resolution and the Principal Documents

### SUMMARY OF THE PRINCIPAL DOCUMENTS

The following statements are summaries of certain definitions and provisions of the Agreement and the Trust Agreement. Some of these provisions, together with certain other provisions thereof, have been summarized elsewhere in the Official Statement. All such summaries are qualified in their entirety by reference to the full text of such documents and reference is made to such documents for a full and complete statement of their provisions.

### DEFINITIONS

All terms not otherwise defined are as defined in the Resolution.

“Accreted Value” shall mean, with respect to any Capital Appreciation Bond, as of the date of calculation, the initial principal amount thereof plus the interest accrued thereon to such date of calculation, compounded from the date of initial delivery of the Capital Appreciation Bonds at the approximate interest rate (or yield) thereof on each January 1 and July 1, assuming in any year that such Accreted Value increases in equal daily amounts on the basis of a year of 360 days composed of 12 months of 30 days each, as shown on any table of accreted values for any series of Capital Appreciation Bonds. For any date other than a January 1 or July 1, the Accreted Value of a Capital Appreciation Bond will be determined by a straight-line interpolation between the values, for the applicable semiannual compounding dates, based on a year of 360 days composed of 12 months of 30 days each.

“Acquisition Fund” means the fund by that name established pursuant to Article III hereof and held by the Trustee.

“Bond Insurance Policy” shall mean, with respect to the Series 2025 Obligations, the municipal bond insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2025 Obligations when due.

“Bond Year” means the Fiscal Year.

“Book Entry Form” or “Book-Entry-Only-System” means, as to the Series 2025 Obligations, a form or system, as applicable, under which (i) physical Series 2025 Obligation certificates in fully registered form are issued only to DTC or its nominee as Owner, with the physical Series 2025 Obligation certificates “immobilized” in the custody of, or on behalf of, DTC and (ii) the ownership of book entry interests in Series 2025 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 book entry interests in those Series 2025 Obligations and principal of, premium, if any, and interest thereon.

“Capital Appreciation Bond” or “Capital Appreciation Bonds” shall mean any bonds or obligations described as such when issued.

“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 2025 Trust Agreement or the 2025 Agreement.

“Closing Date” means the day when the Series 2025 Obligations, duly executed by the Trustee, are delivered to the Underwriter through the Book-Entry-Only-System.

“Code” means the Internal Revenue Code of 1986, as amended. References to the Code and Sections thereof include applicable regulations and temporary regulations thereunder and any successor provisions to those Sections, regulations or temporary regulations, and any applicable regulations or temporary regulations issued pursuant to the Code.

“Delivery Costs” means all items of expense directly or indirectly payable by or reimbursable to the City or to the Trustee relating to the execution, sale and delivery of the 2025 Agreement, the 2025 Trust Agreement or the Series 2025 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,

financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Series 2025 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 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 the 2025 Agreement.

“DTC” means, as to the Series 2025 Obligations, The Depository Trust Company (a limited purpose trust company), New York, New York until a successor securities depository shall have become such pursuant to the applicable provisions of the 2025 Trust Agreement and, thereafter, DTC shall mean the successor securities depository. Any DTC shall be 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 Series 2025 Obligations or principal of, premium, if any, and interest thereon, and to effect transfers of Series 2025 Obligations, in Book Entry Form.

“Event of Default” means an event of default under the Master Resolution and 2025 Agreement, as defined in Section 5.1 thereof.

“Existing Subordinate Parity Obligations” means (i) the outstanding \$5,920,000 aggregate principal amount of the Subordinate Lien Water and Sewer Revenue and Refunding Obligations, Series 2016; (ii) the outstanding \$74,145,000 aggregate principal amount of the Subordinate Lien Water and Sewer Revenue Obligations, Series 2020; (iii) the outstanding \$30,950,000 aggregate principal amount of the Subordinate Lien Water and Sewer Revenue Obligations, Second Series 2020; (iv) the outstanding \$10,775,000 aggregate principal amount of the Subordinate Lien Water and Sewer Revenue Obligations, Refunding Series 2020; and (v) the outstanding \$10,915,000 aggregate principal amount of the Subordinate Lien Water and Sewer Revenue Obligations, Taxable Refunding Series 2020.

“Fitch” means Fitch Ratings, 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, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

“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 [INSURER], [ ] or any successor thereto or assignee thereof.

“Interest Payment Date” means each of the dates specified in the 2025 Trust Agreement hereof on which interest is due and payable with respect to the Series 2025 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.

“Master Resolution” means Resolution No. 99-662 adopted by the Mayor and City Council of the City of Goodyear, Arizona on January 25, 1999, pertaining to the issuance and sale of Senior Bonds and Subordinate Obligations, as thereafter amended and supplemented from time to time.

“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 notice to the Trustee.

“Payment Date” means any date on which a Payment is due from the City pursuant to the 2025 Agreement.

“Payment Fund” means the fund by that name established and held by the Trustee pursuant to Article V hereof.

“Payment Request Form” means the form set forth in Exhibit B hereof.



“Payments” means all payments required to be paid by the City on any Payment Date pursuant to the 2025 Agreement as set forth in Exhibit A to the 2025 Agreement.

“Project Costs” means, with respect to the Project, all costs of acquiring, constructing and installing the Project and all costs incurred by Trustee or City with respect to the transaction to which the 2025 Trust Agreement pertains.

“Rebate Amount” means the amount due to the United States under Section 148(f) of the Code with respect to the investment of proceeds of the Series 2025 Obligations.

“Rebate Consultant” means an individual or firm acceptable to, and retained by, the City experienced in the calculation of rebate due to the United States with respect to tax-exempt municipal bonds.

“Record Date” means the close of business of the Trustee on the 15th day of the month preceding an Interest Payment Date.

“Reimbursement Request Form” means the form set forth in Exhibit C hereof.

“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.

“Series 2025 Subordinate Rebate Fund” means the fund by that name established and held by the Trustee pursuant to Article V hereof.

“Series 2025 Subordinate Reserve Fund” means the fund of that name established and held by the Trustee pursuant to Article V hereof for the Series 2025 Obligations.

“State” means the State of Arizona.

“Subordinate Reserve Fund Guarantor” shall mean, with respect to the Series 2025 Obligations, [INSURER], [ ] or any successor thereto or assignee thereof.

“Subordinate Reserve Fund Guaranty” shall mean, with respect to the Series 2025 Obligations, the municipal bond debt service reserve insurance policy issued by the Subordinate Reserve Fund Guarantor guaranteeing the funding of the Series 2025 Subordinate Reserve Fund.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, as original purchaser of the Series 2025 Obligations.

“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).

“Vendor” means any supplier of items for inclusion in the Project who is to be paid from amounts held in the Acquisition Fund.

“2009 WIFA Loan” shall mean the Loan Agreement #91A129-10 dated August 28, 2009, between the City and Water Infrastructure Finance Authority of Arizona.

“2025 Insurance Agreement” means the Insurance Agreement for the Series 2025 Obligations, dated as of [February] 1, 2025, by and between the City and the Insurer, together with any duly authorized and executed amendment thereto permitted to be made thereunder.

## SUMMARY OF THE 2025 AGREEMENT

**Means of Financing and Payments.** As a means of financing the Project, the City will direct the Trustee to execute and deliver the Series 2025 Obligations and will cause the net proceeds from the sale of the Series 2025 Obligations to be deposited with the Trustee, in trust, and the net proceeds will be used by the Trustee to pay costs of the Project, the costs of execution and delivery of the Series 2025 Obligations, and to provide for a subordinate reserve fund guaranty for the Series 2025 Subordinate Reserve Fund.

(a) (i) In consideration of the Trustee executing and delivering the Series 2025 Obligations and applying the net proceeds of the Series 2025 Obligations as provided in the 2025 Agreement and the 2025 Trust Agreement, the City shall make the Payments as provided in the 2025 Agreement as follows:

On June 15 and December 15 of each year commencing [June] 15, 2025, in the following order of priority the following amounts solely from Net Revenues in the Subordinate Obligation Fund established in accordance with to Section 10 of the Master Resolution for deposit into the Payment Fund:

First: The amount due on the next following July 1 or January 1, respectively, as interest on the Series 2025 Obligations as indicated on Exhibit A, which is attached to and made a part of the 2025 Agreement; and

Second: The amount due on the next following July 1 as principal on the Series 2025 Obligations as indicated on Exhibit A.

(ii) As applicable, if a Subordinate Reserve Fund Guaranty secures the Series 2025 Obligations and a Drawdown shall have occurred, the City shall also pay for deposit to, and the Trustee shall pay from, the Subordinate Reimbursement Fund, an amount equal to the Policy Costs for the Subordinate Obligations commencing the 10th day of the first month following a Drawdown and each month thereafter for the next succeeding 11 months or for such longer period if agreed to by the applicable Subordinate Reserve Fund Guarantor, or until all Policy Costs for the Subordinate Obligations, or all Policy Costs for the Subordinate Obligations with respect to such Drawdown have been paid, an amount equal to at least 1/12 (or such other agreed upon portion of the Policy Costs for the Subordinate Obligations) of the aggregate of Policy Costs for the Subordinate Obligations related to the Drawdown.

(iii) As applicable, the City shall further pay for and deposit to, and the Trustee shall pay from, the Series 2025 Subordinate Reserve Fund, on or before the 10th day of each month, an amount equal to 1/60 of the amount required to increase or restore the Reserve Fund Value to the Subordinate Reserve Requirement within a five-year period, or such amount as is required hereunder to restore the Series 2025 Subordinate Reserve Fund to the Subordinate Reserve Requirement after a Series 2025 Subordinate Reserve Fund withdrawal. All money so taken from the Series 2025 Subordinate Reserve Fund to pay principal, Accreted Value or interest shall be replaced therein from the first money in the Revenue Fund thereafter received which is not required for current transfers into the Operation and Maintenance Fund, payment of Senior Bonds and the Subordinate Obligation Fund pursuant to the Master Resolution and payment of Policy Costs for the Subordinate Obligations pursuant to the Master Resolution.

(iv) The City shall also further pay the Trustee's Delivery Costs and any costs incurred by the Trustee in connection with the Project.

(v) The City shall also further pay amounts due to the Insurer (as more fully described in the 2025 Trust Agreement and the 2025 Insurance Agreement) not paid pursuant to (a)(i) above.

(b) The City shall allow the Trustee to pay from the Subordinate Reimbursement Fund amounts authorized to be paid from the Subordinate Reimbursement Fund as provided in the Master Resolution.

(c) Subject to the limitation to payment from a subordinate lien on Net Revenues as described in the Master Resolution, 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 by 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 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,

failure of the Trustee or any other person to complete the financing of the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or temporary use of any or all of the Project, commercial frustration of purpose, abandonment of the Project by the City, 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 2025 Trust Agreement or the 2025 Agreement. Nothing contained in this Section shall be construed to release the Trustee from the performance of any of the agreements on its part herein or in the 2025 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 paragraph (a) of this Section 2.1. The City shall pay as additional payments (i) all fees, expenses (including closing fees and expenses) and indemnities of the Trustee under the 2025 Trust Agreement and the Insurer under the 2025 Insurance Agreement to the extent, if any, that such fees, expenses and indemnities are not met by the scheduled Payments, and (ii) losses on investments made by the Trustee at the direction of the City under the terms of the 2025 Trust Agreement, but only to the extent necessary to meet the Series 2025 Obligation requirements and to pay the Trustee's fees and expenses under the 2025 Trust Agreement. The City shall pay the amounts specified herein directly to the Trustee as they become due, or, as applicable, within 20 days after the receipt by the City of an invoice therefor.

(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.

(e) Amounts due as the Payments shall be for the Series 2025 Obligations for the purposes set forth under the Master Resolution. The Subordinate Obligation Fund will be held by the City and used to make the Payments or payments with respect to all of the Subordinate Parity Obligations when due. The aggregate amount of the Payments owed pursuant to the 2025 Agreement shall be that amount that shall be payable by the City of sufficient amounts and at such times as to permit the Trustee to make timely payment of the amounts with respect to on the Series 2025 Obligations as set forth in Exhibit A.

**Additional Payments.** If the payments are insufficient to meet the requirements under the 2025 Trust Agreement, then, upon notice from the Trustee, the City shall pay as additional payments such amounts as are required from time to time to meet any such deficiency.

**Excess Money in Payment Fund.** Any money in the Payment Fund created pursuant to the 2025 Trust Agreement that exceeds the amounts necessary for the current debt service on the Series 2025 Obligations then outstanding shall annually on March 30, so long as the City is not in default hereunder, constitute a credit to the City on the next succeeding Payment or Payments due or coming due hereunder.

**Pledge of Net Revenues; Limited Obligations.** The pledge of Net Revenues as set forth in the Master Resolution is incorporated in the 2025 Agreement. The City's obligation to make the Payments is limited to payment from Net Revenues and shall in no circumstance 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.

**Use of Other Funds at the Option of 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, and the Trustee acknowledges that it has no claim hereunder to such other funds. No part of the Payments made pursuant to the 2025 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 (i) the same shall have been duly budgeted by the City according to law, (ii) such payment shall be within the budget limitations of the statutes of the State of Arizona, and (iii) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State of Arizona.

**Senior Bonds and Subordinate 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 Net Revenues senior to the lien hereof except for Senior Bonds upon compliance with the requirements therefor set out in the Master Resolution. So long as any amounts due hereunder remain unpaid or unprovided for, the City shall not create, suffer or permit any lien upon Net Revenues on parity herewith except for other Subordinate Parity Obligations upon compliance with the

requirements therefor set out in the Master Resolution.

**Rate Covenant and Coverage.** The rate covenant and other covenants as set forth in the Master Resolution are incorporated in the 2025 Agreement.

**Enforcement by Trustee.** In the event of any default by the City, the Trustee, on behalf of the holders of the Series 2025 Obligations, may enforce this lien and pledge and the aforesaid covenants and agreements in accordance with the terms and conditions of the 2025 Trust Agreement, but subject to Insurer's rights under the 2025 Trust Agreement and the 2025 Insurance Agreement.

**Indemnification.**

(a) To the extent permitted by law (and except to the extent caused by or resulting from the Trustee's fraud, deceit, bad faith, willful misconduct or negligence), the City shall indemnify, protect, save and keep harmless the Trustee and its agents, employees, officers and directors for, from and, at the City's expense, defend the Trustee and its agents, employees, officers and directors against any and all liability, obligations, losses, damages, penalties, claims, actions, costs and expenses (including but not limited to reasonable attorneys' fees) of whatsoever kind and nature imposed on, incurred by or asserted against the Trustee or its agents, employees, officers and directors which in any way relate to or arise out of the 2025 Agreement or the reasonable and necessary actions or omissions of the Trustee relating to the 2025 Agreement, or the violation or breach by the City of any of its representations, warranties or covenants herein or the ownership, delivery, rental, lease, possession, use, operation, condition, sale, financing, return or other disposition of the Project, including, without limitation: (a) noncompliance with any applicable provisions of the Americans with Disabilities Act and regulations issued thereunder; (b) any actual or alleged environmental condition in, on or at the Project; (c) any generation, processing, handling, transportation, storage, treatment or disposal of any Regulated Substance in, on, at or from the Project; or (d) any presence or Release of any Regulated Substance in, on, at or from the Project. For the purposes of the 2025 Agreement: (i) "*Environmental Law*" shall mean any federal, state or local environmental or health or safety law, regulation or rule, including, without limitation, any judicial or administrative statement of general or specific applicability; (ii) "*Regulated Substance*" shall mean any substance, material or waste regulated by any Environmental Law; and (iii) "*Release*" shall mean any release, including, without limitation, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment.

(b) The Trustee, promptly after determining that any event or condition that 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 the 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 that 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. 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. The City shall be subrogated to the Trustee's rights with respect to such events or conditions for which the City indemnifies the Trustee hereunder. If the City either fails to timely give its notice or notifies the Trustee that the City will not represent and defend the Trustee, then the Trustee may defend, settle, compromise or admit liability as it or they shall determine in the reasonable exercise of their discretion and in an effort to minimize any claims for indemnity made hereunder. If the Trustee determines it is necessary to retain separate counsel, it may do so at the City's expense.

**Default and Remedies.** With respect to the Series 2025 Obligations, the occurrence of any of the events described in the Master Resolution is defined as and declared to be and to constitute an event of default hereunder and under the Master Resolution and the remedies therefor shall be as provided in the Master Resolution and the 2025 Insurance Agreement.

**No Acceleration; Remedies.** The obligation of the City to make the Payments is not subject to acceleration and such Payments may not be made immediately due and payable for any reason.

**Accumulation of Remedies.** Each right, power and remedy of the City provided for in the 2025 Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in the

2025 Agreement, or, unless prohibited by the terms hereof, now or hereafter existing at law or in equity or by statute or otherwise, to be enforced; and the exercise or beginning of the exercise by the City of any one or more of the rights, powers or remedies provided for in the 2025 Agreement shall not preclude the simultaneous or later exercise by the City of any or all of such other rights, powers or remedies provided for in the 2025 Agreement.

**Optional Prepayment; Option to Partially Prepay; Providing for Payment.**

(a) The City may not prepay the principal component of any Payment under the 2025 Agreement in full or in part prior to July 1, [20\_\_]. On any date on or after July 1, [20\_\_], the City may prepay all or a portion of the principal component of future Payments without premium. Such option shall be exercised by written notice to the Trustee not less than 30 days prior to such prepayment date. All partial prepayments of principal will be credited against principal Payments coming due in the order of payment directed by the City. Prepayments must be made in minimum increments of principal equal to \$5,000 or any integral multiple thereof. When a partial prepayment is made or provided for, interest shall cease to accrue from the prepayment date with respect to the principal amount so prepaid.

(b) The City may provide for the payment or prepayment of any Payment in any one or more of the following ways:

(i) by paying such Payment or prepayment as provided herein as and when the same becomes due and payable either at its scheduled or upon optional payment as may be applicable;

(ii) by depositing with a Depository Trustee (as defined below), in trust for such purposes, at or before the date the same becomes due and payable either at its scheduled due date or upon optional payment, as may be applicable 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 purpose, any United States Obligations which 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 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 or prepayment, as and when the same becomes due and payable either at maturity or upon optional payment, as may be applicable.

(c) Provided the City shall have complied with all of the terms and conditions of this 2025 Agreement and the 2025 Trust Agreement, the City shall have the option to prepay not less than all of the financing of the Project at any time by payment to the Trustee or a Depository Trustee of an amount sufficient to provide for the payment, pursuant to paragraph (b) above, of (i) all Payments due or to come due on or prior to the date selected by City on which a prepayment of the principal of Payments can be made pursuant to paragraph (a) (the “*Prepayment Date*”) and (ii) all of the principal pursuant to paragraph (a) on such Prepayment Date, on all Payments to come due after such Prepayment Date. Such option shall be exercised by written notice to the Trustee not less than 30 days prior to the Prepayment Date specified by the City and all amounts necessary to exercise such option must be paid to the Trustee or a Depository Trustee on or prior to the Prepayment Date, such exercise to be effective upon such payment and compliance with other requirements of paragraph (b).

**Provisions are Severable.** In the event any clause or provision of the 2025 Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of any such clause or provision shall not affect any of the remaining provisions hereof.

**Applicable Law.** The 2025 Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Arizona.

**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. The Trustee shall not knowingly take any action which would permit the City to cancel the 2025 Agreement under this provision.



## SUMMARY OF THE 2025 TRUST AGREEMENT

### **Authorization of the Series 2025 Obligations.**

(a) The Trustee is authorized and directed to execute and deliver to the Underwriter through the Book-Entry-Only-System, Series 2025 Obligations in an aggregate principal amount of \$[\_\_\_\_\_].

(b) The Trustee shall not, at any time while the Series 2025 Obligations are outstanding, issue or authenticate additional bonds or obligations payable from the Payments.

**Transfer and Exchange.** The Series 2025 Obligations shall be transferred or exchanged by the Trustee in accordance with the Master Resolution.

**Execution of Documents and Proof of Ownership.** Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by the 2025 Trust Agreement to be signed or executed by Series 2025 Obligation Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners of the Series 2025 Obligations 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 Series 2025 Obligations. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Series 2025 Obligations shall be sufficient for any purpose of the 2025 Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner of the Series 2025 Obligations 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) The fact of the ownership of Series 2025 Obligations by any person and the amount, the maturity and the numbers of such Series 2025 Obligations and the date of his holding the same be proved on the registration books maintained pursuant to Section 2.13 hereof.

Nothing 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 Series 2025 Obligation shall bind every future Owner of the same Series 2025 Obligation in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

**Payment of Unclaimed Amounts.** If the Book-Entry-Only System has been discontinued, in the event any check for payment of interest on a Series 2025 Obligation is returned to the Trustee unendorsed or is not presented for payment within two years (subject to applicable escheat laws) from its payment date or any Series 2025 Obligation is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal due upon such Series 2025 Obligation shall have been made available to the Trustee for the benefit of the Owner of the Series 2025 Obligation 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 Series 2025 Obligation who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Series 2025 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 laws) 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 Trustee shall surrender such unclaimed funds so held to the City, whereupon any claim of whatever nature by the Owner of such Series 2025 Obligation arising under such Series 2025 Obligation shall be made upon the City.

**Acquisition Fund Establishment and Purpose.** The Trustee shall establish a special trust fund designated as the "City of Goodyear 2025 Project Acquisition Fund" (hereinafter referred to as the "*Acquisition Fund*"); shall keep such fund separate and apart from all other funds and moneys held by it; shall administer such fund as provided in the 2025 Trust Agreement; and shall expend funds only for Project Costs; provided, however, that amounts in the Acquisition Fund shall be used to pay principal and interest on the Series 2025 Obligations if insufficient funds are otherwise available to make such payments when due.

**Transfers Upon Acquisition.** Upon completion of the acquisition, construction and installation of the Project and with the direction of the City Representative, but in no event later than [\_\_\_\_\_, 2028], all remaining moneys not needed to pay Project Costs in the Acquisition Fund shall be transferred to the Payment Fund and applied by the Trustee to the Payments due from the City on the next succeeding Payment Date. Upon such transfer the Acquisition Fund shall be closed.

**Optional Redemption.** The Series 2025 Obligations maturing on and after July 1, [20\_\_], are subject to redemption prior to maturity, from prepayments made at the option of the City pursuant to the 2025 Agreement, in whole or in part on any date, on or after July 1, [20\_\_], at a redemption price equal to the principal amount of Series 2025 Obligations or portions thereof to be redeemed, together with accrued interest to the date fixed for redemption, but without premium, from such maturities as may be selected by the City and by lot within any maturity by the method applied by DTC.

**Mandatory Redemption.** The Series 2025 Obligations maturing on July 1, 20\_\_, July 1, 20\_\_, July 1, 20\_\_, and July 1, 20\_\_, will be subject to mandatory redemption on the following dates and in the following amounts at a price equal to the principal amount of each Series 2025 Obligation or portion thereof to be redeemed, together with accrued interest to the date fixed for redemption, but without premium.

**Selection of Series 2025 Obligations for Redemption.** The Series 2025 Obligations shall be redeemed only in the principal amounts of \$5,000 each or integral multiples thereof. The City shall, at least 45 days prior to the redemption date in the case of the Series 2025 Obligations subject to optional redemption, notify the Trustee of such redemption date and of the maturities of the Series 2025 Obligations and the principal amount of the Series 2025 Obligations of any such maturity to be redeemed on such date. For the purposes of any redemption of less than all of the Series 2025 Obligations of a single maturity, if the Book-Entry-Only-System is not in effect, the particular Series 2025 Obligations or portions of Series 2025 Obligations of such maturity to be redeemed shall be selected by lot not more than 45 nor less than 30 days prior to the redemption date by the Trustee by such selection methods as the Trustee shall in its sole discretion deem appropriate and fair; provided, however, that such selection methods shall provide for the selection of Series 2025 Obligations or portions thereof for redemption in principal amounts of \$5,000 or integral multiples thereof such that any \$5,000 Series 2025 Obligation or \$5,000 portion of a Series 2025 Obligation of such maturity shall be as likely to be called for redemption as any other such \$5,000 Series 2025 Obligation or \$5,000 portion thereof. The Trustee shall promptly notify the City in writing of the Series 2025 Obligations so selected for redemption, and the City will provide the Trustee within 30 days a recomputed payment schedule for the 2025 Agreement.

**Establishment and Application of Delivery Costs Fund.**

(a) The Trustee shall establish a special trust fund designated as the “City of Goodyear 2025 Project Delivery Costs Fund” (hereinafter referred to as the “*Delivery Costs Fund*”), shall keep such fund separate and apart from all other funds and monies held by it, and shall administer such fund as provided in the 2025 Trust Agreement.

(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 requesting disbursement 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.

(c) On the earlier of September 1, 2025, or when all Delivery Costs associated with the Series 2025 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 or Acquisition Fund as directed by the City, and the Delivery Costs Fund shall be closed.

**Application of Acquisition Fund Investment Earnings.** Subject to provisions pertaining to arbitrage rebate, the Trustee shall transfer, on or before each January 1 and July 1, any investment earnings on the monies on hand in the Acquisition Fund to the Payment Fund to be applied and credited to pay Payments due pursuant to the 2025 Agreement.

**Payments by the City.** Subject to the limitation to the subordinate claim on Net Revenues, the City shall be required to make Payments as required in the 2025 Agreement as necessary to make the payments to the 2025 Agreement, taking into account any funds on deposit in the Payment Fund as a credit towards any Payment then due. The Trustee, on or before each Payment Date, shall notify the City of the amount required to be paid on that Payment

Date after taking into account interest earnings which will be transferred to the Payment Fund in accordance herewith.

**Notice of Redemption.**

(a) When optional redemption is authorized, the Trustee shall give notice of the optional redemption of the Series 2025 Obligations. Such notice shall specify: (i) that the Series 2025 Obligations or a designated portion thereof are to be redeemed, (ii) the date of redemption, (iii) the place or places where the redemption will be made, and (iv) in the case of each Series 2025 Obligation called only in part, the portion of the principal thereof that is to be redeemed. The notice shall further state that if, on the specified redemption date, monies for redemption of all said Series 2025 Obligations to be redeemed, together with interest to the date of redemption, shall be held by the Trustee, then, from and after such date of redemption, interest with respect to the Series 2025 Obligations so called shall cease to accrue and become payable. If the money necessary for such redemption is not held by the Trustee or DTC, at the time of mailing the notice of redemption, the notice shall further state that the redemption is conditional on such money being so held on the date set for redemption, and that if not so held, the redemption shall be cancelled and the notice shall be of no force or effect.

(b) The Trustee shall cause notice of any redemption, including mandatory, of the Series 2025 Obligations to be sent electronically to DTC by the method required by DTC and to the Municipal Securities Rulemaking Board (the “MSRB”), currently through the MSRB’s Electronic Municipal Market Access system, by the method required by the MSRB, no more than 60 and no fewer than 30 calendar days prior to the redemption date. If the Book-Entry-Only-System is discontinued, notice of such redemption shall be mailed by first class mail to the Underwriter, or if the Underwriter is a syndicate, to the managing member of such syndicate, and to the respective Owners of Series 2025 Obligations designated for redemption at their addresses appearing on the Series 2025 Obligation registration books, at least 30 days, but not more than 60 days prior to the redemption date, which notice shall, in addition to setting forth the above information, set forth, in the case of each Series 2025 Obligation called only in part, the portion of the principal thereof which is to be redeemed; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Series 2025 Obligations.

**Partial Redemption of Series 2025 Obligation.** Upon surrender of any Series 2025 Obligation redeemed in part only, the Trustee shall execute and deliver to the registered Owner of the Series 2025 Obligation thereof, at the expense of the City, a new Series 2025 Obligation or Series 2025 Obligations of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Series 2025 Obligation surrendered and of the same maturity.

**Effect of Notice of Redemption.**

(a) Notice having been given as aforesaid, and monies for the redemption (including the interest on the Series 2025 Obligations to the applicable date of redemption and any applicable premium), having been set aside in the Payment Fund, the Series 2025 Obligations shall become due and payable on said date of redemption, and, upon presentation and surrender thereof at the office or offices specified in said notice, said Series 2025 Obligations shall be paid at the unpaid principal amount (or applicable portion thereof) with respect thereto, plus interest accrued and unpaid to said date of redemption on Series 2025 Obligations and any applicable premium.

(b) If, on said date of redemption, monies for the optional redemption of all the Series 2025 Obligations to be redeemed, together with interest to said date of redemption, shall be held by the Trustee or a Depository Trustee so as to be available therefor on such date of redemption, and, if notice of redemption thereof shall have been given as aforesaid, then, from and after said date of redemption, interest with respect to the Series 2025 Obligations shall cease to accrue and become payable. If on such date such monies are not so held, the redemption shall be cancelled and the notice shall be of no force or effect.

(c) All monies held by or on behalf of the Trustee or a Depository Trustee for the redemption of Series 2025 Obligations shall be held in trust for the account of the Owners of the Series 2025 Obligations so to be redeemed.

(d) All Series 2025 Obligations paid at maturity or redeemed prior to maturity pursuant to the provisions of this Article shall be cancelled upon surrender thereof and destroyed.

**Trustee’s Rights in 2025 Agreement.** The Trustee holds in trust hereunder all of its rights and duties in the 2025 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 2025 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.

**Establishment of Payment Fund.** The Trustee shall establish a special fund designated as the “City of Goodyear 2025 Project Payment Fund” (which shall also be known as the “*Payment Fund*”). All monies 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 Series 2025 Obligations. So long as any Series 2025 Obligations are Outstanding, the City shall have no beneficial right or interest in the Payment Fund or the monies deposited therein, except only as provided in the 2025 Trust Agreement, and such monies shall be used and applied by the Trustee as hereinafter set forth.

**Deposits.** There shall be deposited in the Payment Fund all Payments received by the Trustee and withdrawn from the Subordinate Obligation Fund for such purpose.

**Application of Monies.** 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, and redemption premiums, if any, with respect to the Series 2025 Obligations as the same shall become due and payable, in accordance with the provisions of Articles II and IV hereof.

**Transfers of Investment Earnings to Payment Fund.** Subject to provisions pertaining to arbitrage rebate, the Trustee shall, annually 15 days prior to each July 1 Interest Payment Date, transfer any remaining income or profit on the investment of monies in the funds hereunder to the Payment Fund.

**Subordinate Rebate Fund.**

(a) In the event the City is required to rebate its earnings and profits from the investment of the Series 2025 Obligations, the Trustee shall establish, as a separate deposit account in the custody of the Trustee, a fund to be designated as the “City of Goodyear Series 2025 Subordinate Rebate Fund” (which shall also be known as the “*Series 2025 Subordinate Rebate Fund*”). Money and investments in the Series 2025 Subordinate Rebate Fund shall not be used for the payment of debt service on the Series 2025 Obligations and any provision hereof to the contrary notwithstanding, amounts credited to the Series 2025 Subordinate Rebate Fund shall be free and clear of any lien hereunder. Monies and investments in the Series 2025 Subordinate Rebate Fund are not included within the trust estate executed in the granting clauses hereof and shall be invested pursuant to the procedures and in the manner provided for investment of monies in the Funds.

(b) Unless otherwise provided in Subsequent Rebate Instructions (defined below), promptly after the end of every fifth Bond Year of the Series 2025 Obligations and promptly after the payment in full of all Outstanding Series 2025 Obligations, the City shall engage, and furnish information to, the Rebate Consultant to calculate the Rebate Amount as of the end of every fifth Bond Year of the Series 2025 Obligations or the date of such payment in full and shall provide to the Trustee copies of such calculations. Upon the occurrence of an Event of Default and at the request of the Trustee, the Rebate Consultant shall calculate the Rebate Amount as of the date requested by the Trustee and provide such calculation to the Trustee on or before the date so requested. Whenever there is a rebate calculation and the Rebate Consultant provides the calculation to the Trustee, the Trustee shall then notify the City Representative in writing of the amount then on deposit in the applicable account in the Series 2025 Subordinate Rebate Fund.

(c) If the City fails to retain a Rebate Consultant or if the Rebate Consultant fails to make the calculation of Rebate Amount by the 30th day after the end of every fifth Bond Year of the Series 2025 Obligations or the date of payment in full of the Series 2025 Obligations, the Trustee shall promptly notify the City of such failure and the Trustee shall retain an independent certified public accounting firm or other qualified independent person, at the expense of the City, to make or cause to be made such calculation and shall provide copies of such calculations to the City.

(d) The City is obligated to pay the Rebate Amount to the Trustee which will be deposited by the Trustee into the Series 2025 Subordinate Rebate Fund. If the amount then on deposit in the Series 2025 Subordinate Rebate Fund is in excess of the Rebate Amount as computed by the Rebate Consultant, the Trustee shall forthwith pay that excess amount to the City. If the amount then on deposit in the Series 2025 Subordinate Rebate Fund is less than the Rebate Amount (computed by taking into account the amount or amounts, if any, previously paid to the United States pursuant to this Section), the City shall, within five days after receipt of the aforesaid notice from the Trustee, pay to the Trustee from Net Revenues available for Debt Service on the Subordinate Obligations or other funds legally

available therefor, for deposit in the Series 2025 Subordinate Rebate Fund an amount sufficient to cause the Series 2025 Subordinate Rebate Fund to contain an amount equal to the Rebate Amount.

(e) If at any time the Trustee is required to retain or pay a Rebate Consultant, then the Trustee, after delivering to the City a demand for payment of an amount sufficient to pay the Rebate Consultant within three business days after such demand, shall withdraw from any fund established hereunder, such amount as may be needed to pay the Rebate Consultant. If at any time when the Trustee is required to withdraw money from the Series 2025 Subordinate Rebate Fund to make a payment to the United States of America the amount held by the Trustee in the Series 2025 Subordinate Rebate Fund is insufficient to permit such withdrawal and payment, then the Trustee, after delivering a demand for such deficiency to the City, shall withdraw from any fund established hereunder and transfer the amount so withdrawn in each case to the Series 2025 Subordinate Rebate Fund in such amounts as may be to make the amount in the Series 2025 Subordinate Rebate Fund, after such transfers, equal to the amount required to be withdrawn and paid to the United States of America.

(f) This Section shall supersede all other sections of this 2025 Trust Agreement, to the end that the interest on the Series 2025 Obligations shall not be included in gross income for federal income tax purposes as a result of the inadequacy at any time of the Series 2025 Subordinate Rebate Fund, unless the total amount held by the Trustee in all funds established hereunder is insufficient, and no money for such purpose is provided by City.

(g) Within 60 days after the end of the fifth Bond Year of the Series 2025 Obligations and every fifth succeeding Bond Year of the Series 2025 Obligations thereafter, the Trustee, acting on behalf of the City, shall pay to the United States in accordance with Section 148(f) of the Code from the monies then on deposit in the Series 2025 Subordinate Rebate Fund an amount equal to 90% (or such greater percentage not in excess of 100% as the City may direct the Trustee to pay) of the Rebate Amount (such Rebate Amount to be notified to the Trustee by the City or the Rebate Consultant) earned from the date of the original delivery of the Series 2025 Obligations to the end of such fifth Bond Year of the Series 2025 Obligations including income attributable to Rebate Amount during the final payment period (as defined in applicable Regulations under the Code).

(h) Within 60 days after the payment in full of all Outstanding Series 2025 Obligations, the Trustee shall pay to the United States in accordance with Section 148(f) of the Code from the monies then on deposit in the Series 2025 Subordinate Rebate Fund an amount equal to 100% of the Rebate Amount earned from the date of the original delivery of the Series 2025 Obligations to the date of such payment. Any monies remaining in the Series 2025 Subordinate Rebate Fund following such payment shall be paid to the City.

(i) The City and the Trustee shall comply with any written instructions relating to this Section 5.7 furnished after the execution and delivery of the Series 2025 Obligations from the City and accompanied by an opinion of nationally recognized bond counsel addressed to the City and the Trustee to the effect that compliance with such instructions will not adversely affect any exclusion of interest on any of the Series 2025 Obligations from gross income for federal income tax purposes (the “*Subsequent Rebate Instructions*”), even if such Instructions are different from or inconsistent with this Section. The City and the Trustee shall be entitled to rely conclusively on the calculations made pursuant to this Section and any Subsequent Rebate Instructions and shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in reliance upon those calculations.

(j) The Trustee shall obtain and keep records of the computations made pursuant to this Section and all original source documents and other information necessary to, or from, such computations for a period ending six years after the last of the Series 2025 Obligations is retired, or such later date as required by its policies and procedures.

(k) The Trustee shall keep and make available to the City such records concerning the investments of the gross proceeds of the Series 2025 Obligations and the investments of earnings from those investments as may be required by the Rebate Consultant in order to enable the Rebate Consultant to make the aforesaid computations as are required under Section 148(f) of the Code. The City shall obtain and keep such records of the computations made pursuant to this Section as are required under Section 148(f) of the Code.

(l) The Trustee shall establish in the Series 2025 Subordinate Rebate Fund and any other fund such accounts and subaccounts as it is instructed by the City in order to assist it in determining applicable accounting for tax purposes and recordkeeping activities in connection therewith.

(m) All computations and determinations pursuant to this Section shall be made in accordance with Section 148(f) of the Code.



**Surplus.** Any surplus remaining in any of the funds or accounts created hereunder, after redemption and payment of all Series 2025 Obligations, including premiums and accrued interest, if any, and payment of any applicable fees and expenses 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.

**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 other Subordinate Parity Obligations, and the Owners of the Series 2025 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 other Subordinate Parity Obligations.

**Subordinate Reimbursement Fund.**

(a) If a Subordinate Reserve Fund Guaranty secures the Series 2025 Obligations and a Drawdown shall have occurred, the City shall transfer to the Trustee for deposit into the Subordinate Reimbursement Fund for payment of Policy Costs for the Subordinate Obligations commencing the 10th day of the first month following a Drawdown and each month thereafter for the next succeeding 11 months or for such longer period if agreed to by the Subordinate Reserve Fund Guarantor, or until the Subordinate Reimbursement Fund contains amounts sufficient to reimburse all Policy Costs for the Subordinate Obligations, or all Policy Costs for the Subordinate Obligations with respect to such Drawdown have been paid from the Subordinate Reimbursement Fund created by the Master Resolution, an amount equal to at least 1/12 (or such other agreed upon portion of the Policy Costs for the Subordinate Obligations) of the aggregate of Policy Costs for the Subordinate Obligations related to the Drawdown. Moneys may be paid from the Subordinate Reimbursement Fund to reimburse the Subordinate Reserve Fund Guarantor for any Drawdown at any time, as directed by the Finance Director.

(b) Moneys in the Subordinate Reimbursement Fund shall be used only to reimburse the Subordinate Reserve Fund Guarantor for Policy Costs for the Series 2025 Obligations resulting from Drawdowns. If more than one Subordinate Reserve Fund Guarantee shall hereafter be deposited to the Series 2025 Subordinate Reserve Fund, Policy Costs for the Series 2025 Obligations with respect to any Drawdown which occurs against the Subordinate Reserve Fund Guaranties shall be reimbursed on a pro rata basis (calculated by reference to the maximum amounts available for such reimbursement) after first applying all cash and investments in the Series 2025 Subordinate Reserve Fund and prior to any replenishment of the Series 2025 Subordinate Reserve Fund.

(c) If the City fails to repay any Policy Costs for the Subordinate Obligations, any Subordinate Reserve Fund Guarantor shall be entitled to exercise any and all remedies available at law or under the Master Resolution other than (i) acceleration of the maturity of the Subordinate Obligations or (ii) any other remedies which would adversely affect the rights of the Owners of the Subordinate Obligations and the Owners of the Senior Bonds.

(d) All Subordinate Reserve Fund Guaranties shall by their terms expire no earlier than the final maturity date of the respective series of Subordinate Obligations for which said Subordinate Reserve Fund Guaranty applies.

**Series 2025 Subordinate Reserve Fund.** The Trustee shall establish a special trust fund designated as the City of Goodyear Series 2025 Subordinate Reserve Fund (hereinafter referred to as the “*Series 2025 Subordinate Reserve Fund*”), shall keep such fund separate and apart from all other funds and monies held by it, and shall administer such funds. The Series 2025 Subordinate Reserve Fund can be funded with cash, a Subordinate Reserve Fund Guaranty, or a combination of both. The prior written consent of the Insurer is a condition precedent to the deposit of any Subordinate Reserve Fund Guaranty in lieu of a cash deposit into the Series 2025 Subordinate Reserve Fund as set forth in the 2025 Insurance Agreement.

(a) On or before the 10th day of each month, the City shall transfer to the Trustee from the Subordinate Reserve Fund created by the Master Resolution for deposit into the Series 2025 Subordinate Reserve Fund an amount equal to 1/60 of the amount required to increase or restore the Reserve Fund Value to the Subordinate Reserve Requirement for the Series 2025 Obligations within a five-year period for the Series 2025 Obligations, or such amount as is required hereunder to restore the Series 2025 Subordinate Reserve Fund to the Subordinate Reserve Requirement for the Series 2025 Obligations after a Subordinate Reserve Fund withdrawal.

(b) If, on any Principal Payment Date or Interest Payment Date, a Deficiency exists, then:

(i) If there are investments or cash in the Series 2025 Subordinate Reserve

Fund, such investments shall be liquidated and the cash and investment proceeds transferred to the Subordinate Obligation Fund for payment of interest on, Accreted Value of, or principal of, the Series 2025 Obligations; and

(ii) If the Deficiency is not cured after any transfers pursuant to subparagraph (a) above, then the Trustee shall deliver a request for Drawdown to the Subordinate Reserve Fund Guarantor(s) for the Series 2025 Obligations. All Drawdown proceeds shall be applied to payment of the interest on, Accreted Value of, or principal of, the Series 2025 Obligations.

(c) Money in the Series 2025 Subordinate Reserve Fund and Drawdowns shall be used solely for the payment of interest on, or principal of the Series 2025 Obligations as to which there would otherwise be default in such payment. All money so taken from the Series 2025 Subordinate Reserve Fund to pay principal, or interest shall be replaced therein from the first money in the Revenue Fund thereafter received which is not required for current transfers pursuant to the Master Resolution.

(d) The Series 2025 Subordinate Reserve Fund will be funded by a Subordinate Reserve Fund Guaranty.

**Subordinate Reserve Fund Guaranty.** If at any time the City shall deliver to the Trustee (a) a Subordinate Reserve Fund Guaranty, (b) an opinion of Independent Counsel stating that the delivery of such Subordinate Reserve Fund Guaranty to the Trustee is authorized under the 2025 Trust Agreement and complies with the terms hereof, (c) evidence that the Subordinate Reserve Fund Guarantor is rated “AA” or better by S&P, and (d) if subsequent to execution and delivery of the Series 2025 Obligations evidence satisfactory to the Trustee that Moody’s, if the Series 2025 Obligations are rated by Moody’s, or S&P, if the Series 2025 Obligations are rated by S&P, or Fitch, if the Series 2025 Obligations are rated by Fitch, or any combination of the foregoing, as applicable, has reviewed the proposed Subordinate Reserve Fund Guaranty and that (i) the issuance of the Subordinate Reserve Fund Guaranty to the Trustee to satisfy the Subordinate Reserve Requirement for the Series 2025 Obligations, and (ii) if the proposed Subordinate Reserve Fund Guaranty is to be substituted for a Subordinate Reserve Fund Guaranty then in effect, the substitution of the proposed Subordinate Reserve Fund Guaranty for the Subordinate Reserve Fund Guaranty then in effect, will not, by itself, result in a reduction or withdrawal of its rating on the Series 2025 Obligations, and if such rating shall be in effect on the date of such issuance and, if applicable, substitution, then the Trustee shall accept such Subordinate Reserve Fund Guaranty and, if applicable, promptly surrender the previously held Subordinate Reserve Fund Guaranty, if any, to the issuer thereof for cancellation.

**Pledge.** The Series 2025 Obligations shall be equally and ratably secured hereby without priority one over the other. The Series 2025 Obligations shall each enjoy complete parity of lien on the Net Revenues available for debt service on the Subordinate Obligations despite the fact that any of the Subordinate Obligations may be delivered at an earlier date than any other of the Subordinate Obligations. The subordinate pledge of the Series 2025 Obligations is on a parity with the Existing Subordinate Parity Obligations.

**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, except for Senior Bonds now or hereafter issued if the conditions set forth in Section 15 of the Master Resolution are met. 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 by either except in lieu of, or upon transfer of registration or exchange of, any Series 2025 Obligation as provided herein and except for Subordinate Parity Obligations now or hereafter issued if the conditions set forth in Section 15 of the Master Resolution are met.

**Subordinate Parity Obligations.** The City reserves the right to issue additional Subordinate Parity Obligations payable from and secured by an equal lien on the Net Revenues with the Series 2025 Obligations herein authorized and for the purpose or purposes as specified by law if the conditions set forth in Section 15 of the Master Resolution are met.

**Held in Trust.** The monies and investments held by the Trustee under the 2025 Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Series 2025 Obligations, and for the purposes herein specified, and such monies, and any income or interest earned thereon, shall be expended only as provided in the 2025 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 any Owner of Series 2025 Obligations.

**Investments Authorized.** Upon written order of the City Representative, monies held by the Trustee hereunder shall be invested and reinvested by the Trustee in Permitted Investments. The City Representative may by written order filed with the Trustee 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 or sell to itself or any affiliate, as principal or agent, investments authorized and may invest in funds which are Permitted Investments to which the Trustee or any of its affiliates provide services as an investment advisor. 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. Amounts in the Payment Fund may be invested only in Permitted Investments which (a) are rated no lower than the underlying rating on the Series 2025 Obligations or (b) secured by obligations which are so rated. Absent written direction of the City, the Trustee shall invest monies held under the 2025 Trust Agreement in those investments described in clause (2) of Permitted Investments.

**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.

**Allocation of Earnings.** Subject to provisions pertaining to arbitrage rebate, to annual transfers to the Payment Fund and to the Series 2025 Subordinate Reserve 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; provided however, that, if the amount in the Series 2025 Subordinate Reserve Fund exceeds the Subordinate Reserve Requirement, such excess shall be transferred to the Payment Fund.

**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 best price obtainable, or present for redemption, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide monies 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. With respect to the valuation of the Series 2025 Subordinate Reserve Fund, valuation shall occur every January 1 and July 1 commencing [July] 1, 2025 and immediately upon a withdrawal from the Series 2025 Subordinate Reserve Fund.

**Arbitrage Covenant.** The City hereby covenants with the Owners of the Series 2025 Obligations that it will make no use of the proceeds of the Series 2025 Obligations or other monies which would cause the obligations of the City under the 2025 Agreement to be “arbitrage bonds” subject to federal income taxation by reason of Section 148 of the Code.

**Tax Covenants.**

(a) In consideration of the acceptance and execution of the 2025 Agreement by the Trustee and the purchase by the Owners of the Series 2025 Obligations, from time to time, and in consideration of retaining the exclusion of interest income from gross income on the 2025 Agreement and the Series 2025 Obligations for federal income tax purposes, the City covenants with the Trustee and the Series 2025 Obligation holders from time to time 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 2025 Agreement or the Series 2025 Obligations to become subject to inclusion in gross income for federal income tax purposes under either laws existing on the date of execution of the 2025 Agreement or such laws as they may be modified or amended.

(b) The City agrees that it will comply with such requirement(s) and will take any such action(s) as are necessary to prevent interest income on the 2025 Agreement or the Series 2025 Obligations 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 special counsel; to pay to the United States of America any required amounts representing rebates of arbitrage profits relating to the 2025 Agreement; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with monies relating to the 2025 Agreement; and limiting the use of the proceeds of the 2025 Agreement and property financed thereby.

**Appointment of Trustee.** U.S. Bank Trust Company, National Association is hereby appointed Trustee by the City for the purpose of executing and delivering the 2025 Agreement and receiving all monies required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in the 2025 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 Series 2025 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 the 2025 Trust Agreement 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.

**Liability of Trustee; Standard of Care.** The recitals of facts, covenants and agreements herein and in the Series 2025 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, or makes any representations as to the validity or sufficiency of the 2025 Trust Agreement or of the Series 2025 Obligations or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Series 2025 Obligations assigned to or imposed upon them, respectively, including but not limited to the Trustee's obligations under the 2025 Trust Agreement. Prior to the occurrence of an Event of Default, or after the timely cure of an Event of Default, the Trustee shall perform only such duties as are specifically set forth in the 2025 Trust Agreement and no implied covenants or obligations shall be read into the 2025 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 indenture trustee would exercise under the circumstances in the conduct of the Trustee's corporate trust business.

**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 is eligible, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

**Protection and Rights of the Trustee.**

(a) 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 Series 2025 Obligation or to take any action at his request unless such Series 2025 Obligation shall be deposited with the Trustee and satisfactory evidence of the ownership of such Series 2025 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.

(b) Whenever in the administration of its duties under the 2025 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.

(c) The Trustee may become the Owner of the Series 2025 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 Series 2025 Obligations, whether or not such committee shall represent the Owners of the majority in principal amount of the Series 2025 Obligations then Outstanding.

(d) 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 and accounts established hereunder, except only for its own willful misconduct or negligence.

(e) No provision in the 2025 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.

(f) The Trustee shall not be accountable for the use or application by the City or any other party of any funds which the Trustee has released in accordance with the terms hereof.

(g) The Trustee makes no representation or warranty, express or implied, as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City of the Project. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the 2025 Agreement or the 2025 Trust Agreement for the acquisition, construction, installation, furnishing, equipping, existence or use of the Project.

(h) Notwithstanding any provision herein or in the 2025 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 the Master Resolution and the 2025 Agreement, unless 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 Series 2025 Obligations then Outstanding.

#### **Removal of Trustee.**

(a) 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 Series 2025 Obligations Outstanding, by written directive, at any time and for any reason, may remove the Trustee and any successor thereto, but any such successor shall be a bank or trust company acceptable to the City and doing business and having an office in the State, 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.

(b) The Trustee may at any time resign by giving written notice to the City. 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 the City's sending notice of removal or its receipt of such notice of resignation, the resigning or removed Trustee may petition at the expense of the City, 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. Trustee and 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 Series 2025 Obligation Owners at their respective addresses set forth on the Series 2025 Obligation registration books maintained pursuant to the Master Resolution.

(c) 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, such resulting entity shall assume all rights, obligations and duties of the Trustee hereunder and under the 2025 Agreement without the execution or filing of any papers or any further act on the part of either party hereto.

**Appointment of Agent.** The Trustee may appoint an agent or agents to exercise any of the powers, rights or remedies granted to the Trustee hereunder and to hold title to property or to take any other action which may be desirable or necessary.



**Commingling.** The Trustee may commingle any of the funds held by it pursuant hereto in a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee.

**Records.** The Trustee shall keep complete and accurate records of all monies received and disbursed by the Trustee hereunder, which shall be available for inspection by the City, or any of their agents, at any time during regular business hours. The Trustee shall provide the City Representative with semiannual reports of funds transactions and balances.

**Amendments Permitted.**

(a) **Amendments Requiring Consent.** Except as set forth in paragraph (b), with respect to amendments affecting the Series 2025 Obligations, the Insurer, the applicable Subordinate Reserve Fund Guarantor and the Owners of two-thirds in aggregate principal amount of the Series 2025 Obligations at any time Outstanding (not including in any case the Series 2025 Obligations that may then be held or owned by or for the account of the City, but including the Series 2025 Obligations as may be issued for the purpose of refunding any of the Subordinate Obligations authorized by the Master Resolution if such refunding Subordinate Obligations are not owned by the City) shall have the right from time to time to consent to and approve modifications and amendments to the 2025 Trust Agreement and the 2025 Agreement; provided however, the modification and amendments do not adversely, materially affect the rights of the Owners of the Senior Bonds; provided, further, that the 2025 Trust Agreement and the 2025 Agreement may not be so modified or amended in such manner as to:

- (i) Make any change in the maturity of Outstanding Series 2025 Obligations.
- (ii) Make any change in the rate of interest borne by any of Outstanding Series 2025 Obligations.
- (iii) Reduce the amount of the principal of, or redemption premium, if any, payable on any Outstanding Series 2025 Obligations.
- (iv) Modify the terms of payment of principal of, interest, or of redemption premium, if any, of Outstanding Series 2025 Obligations or any of them or impose any adverse conditions with respect to such payment.
- (v) Affect the rights of the Owners of less than all of the Series 2025 Obligations then Outstanding.

Whenever the City shall propose to amend or modify the 2025 Trust Agreement and the 2025 Agreement for amendments requiring consent, it shall cause notice of the proposed amendment to be mailed by first class mail, postage prepaid, to the Owners of the Series 2025 Obligations, the Insurer and each Subordinate Reserve Fund Guarantor, if applicable. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the Office of the City Clerk for public inspection. In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action under the Master Resolution or the 2025 Trust Agreement would adversely affect the security of the Series 2025 Obligations or the rights of the Owners of the Series 2025 Obligations, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Bond Insurance Policy and as set forth in the 2025 Insurance Agreement.

Whenever at any time within one year from the mailing of said notice there shall be filed with the City Clerk an instrument or instruments executed by the Insurer, all applicable Subordinate Reserve Fund Guarantors and the Owners of at least two-thirds in aggregate principal amount of the Series 2025 Obligations, at the time Outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the City Council may adopt such amendment and such amendment shall become effective.

If the Insurer, the Subordinate Reserve Fund Guarantor, if applicable, and the Owners of at least two-thirds in aggregate principal amount of the Series 2025 Obligations, at the time Outstanding, at the time of the adoption of such amendment or the predecessors in title of such Owners of the Series 2025 Obligations, shall have consented to and approved the amendment as herein provided, no Owner of the Series 2025 Obligations whether or not such Owner of the Series 2025 Obligations shall have consented to or shall have revoked any consent as in this Section provided,

shall have any right or interest to object to the adoption of such amendment or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City or the Council from taking any action pursuant thereto.

Any consent given by the Owner of the Series 2025 Obligations pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of mailing above provided for and shall be conclusive and binding upon all future owners of the same Series 2025 Obligation during such period. Such consent may be revoked at any time after such six months' period by the Owner of the Series 2025 Obligations who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk, but such revocation shall not be effective if the Owners of two-thirds in aggregate principal amount of the Series 2025 Obligations, at the time Outstanding have, prior to the attempted revocation, consented to and approved such amendment.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Series 2025 Obligations held by any person executing such instrument and the date of his holding the same may be proved by a certificate executed by the Trustee showing that on the date therein mentioned such person was shown as the Owner of the Series 2025 Obligations on the registration books maintained by the Trustee for the Series 2025 Obligations maintained by the Trustee described in such certificate.

(b) Amendments Without Consent. Without the consent of, or notice to, any of the Owners of the Series 2025 Obligations, the City may, with the consent of the Insurer and the Subordinate Reserve Fund Guarantor, if any, of the Series 2025 Obligations, enter into amendments or modifications to the 2025 Trust Agreement and 2025 Agreement, provided however, the modification and amendments do not adversely, materially affect the rights of the Owners of the Senior Bonds and which shall not, in the opinion of the City, be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(i) to cure any ambiguity, inconsistency or formal defect or omission in the Master Resolution, the 2025 Trust Agreement or the 2025 Agreement;

(ii) to grant to or confer upon the Owners of the Series 2025 Obligations any additional rights, remedies, powers or authority that lawfully may be granted to or conferred upon the Owners of the Series 2025 Obligations;

(iii) to assign additional revenues under the Master Resolution or the 2025 Trust Agreement or the 2025 Agreement;

(iv) to accept additional security and instruments and documents of further assurance with respect to the Series 2025 Obligations;

(v) to add to the covenants, agreements and obligations of the City under the Master Resolution, the 2025 Trust Agreement or the 2025 Agreement, other covenants, agreements and obligations to be observed for the protection of the Owners of the Series 2025 Obligations, or to surrender or limit any right, power or authority reserved to or conferred upon the City in Master Resolution, the 2025 Trust Agreement or the 2025 Agreement, including without limitation, the limitation of rights of redemption so that in certain instances Subordinate Obligations of different series will be redeemed in some prescribed relationship to one another for the protection of the Owners of a particular series of Subordinate Obligations;

(vi) to make necessary or advisable amendments or additions in connection with the issuance of Subordinate Parity Obligations in accordance with the Master Resolution and this 2025 Trust Agreement as do not adversely affect the interests of Owners of outstanding Series 2025 Obligations;

(vii) to permit the use of the Book-Entry-Only System to identify the owner of an interest in an obligation issued by the City under the Master Resolution and the 2025 Trust Agreement, whether that obligation was formerly, or could, be evidenced by a tangible security;

(viii) to specify further the duties and responsibilities of, and to define further the relationship among, the City, the Insurer, the Subordinate Reserve Fund Guarantor, if applicable, and the Trustee;

(ix) to achieve compliance of the Master Resolution, the 2025 Trust Agreement and the 2025 Agreement with any applicable federal securities or tax law; and

(x) to permit any other amendment which, in the judgment of the City, is not to be prejudicial of the City or the Owners of the Series 2025 Obligations.

**Disqualified Series 2025 Obligations.** The Series 2025 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 Series 2025 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 Series 2025 Obligations provided for herein and shall not be entitled to vote upon, consent to, or take any other action provided for in the 2025 Trust Agreement.

**Effect of Supplemental Agreement.**

(a) From and after the time any supplemental agreement becomes effective, the 2025 Trust Agreement or the 2025 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 Series 2025 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 the 2025 Trust Agreement or the 2025 Agreement, as the case may be, for any and all purposes.

(b) The Trustee may require each Series 2025 Obligation Owner, before his consent shall be deemed effective, to reveal whether the Series 2025 Obligations as to which such consent is given are disqualified.

**Endorsement or Replacement of Series 2025 Obligations Delivered After Amendments.** The Trustee or the City may determine that Series 2025 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 Series 2025 Obligation Outstanding at such effective date and presentation of his Series 2025 Obligation for the purpose at the office of the Trustee and the City, a suitable notation shall be made on such Series 2025 Obligation. The Trustee or the City may determine that the delivery of substitute Series 2025 Obligations, so modified as in the opinion of the City or the Trustee is necessary to conform to such Series 2025 Obligation Owners' action, which substitute Series 2025 Obligations shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner of any Series 2025 Obligation then Outstanding, such substitute Series 2025 Obligation shall be exchanged at the principal office of the Trustee, without cost to such Owner of the Series 2025 Obligation, for a Series 2025 Obligation of the same character then Outstanding, upon surrender of such Outstanding Series 2025 Obligation.

**Amendatory Endorsement of Series 2025 Obligations.** The provisions of this Article shall not prevent any Series 2025 Obligation Owner from accepting any amendment as to the particular Series 2025 Obligations held, provided that proper notation thereof is made on such Series 2025 Obligations.

**Notice to Rating Agencies.** Any rating agency rating the Series 2025 Obligations must receive notice of each amendment and a copy thereof at least 15 days in advance of its execution and adoption.

**Compliance With and Enforcement of 2025 Agreement.** The City covenants and agrees with the Owners of the Series 2025 Obligations to perform all obligations and duties imposed on it under the 2025 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 2025 Agreement. The City, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting its estate in the Project, which may or can in any manner affect such estate of the City, will deliver the same, or a copy thereof, to the Trustee.

**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.

**Recordation and Filing.** The City shall file the 2025 Agreement (or a memorandum thereof or a financing statement with respect thereto), and all such documents as may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee), all in such manner, at such times and in such places as may be required by law in order fully to preserve, protect and perfect the security of the Trustee and the Series 2025 Obligation Owners to the extent possible.

**Further Assurances.** The Trustee and 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 the 2025 Trust Agreement and the 2025 Agreement, and for the better assuring and confirming unto the Owners of the Series 2025 Obligations the rights and benefits provided herein.

**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 2025 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 under the 2025 Agreement.

**Compliance with the Covenants in the Master Resolution.** The City covenants and agrees with the Owners of the Series 2025 Obligations to perform all obligations and duties imposed on it under the Master Resolution, as amended and supplemented. The City will not do or permit anything to be done, or omit or refrain from doing anything, in any case where 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 Master Resolution, as amended and supplemented.

**Limited Liability of the City.** Except for the payment of Payments from Net Revenues when due in accordance with the 2025 Agreement and the performance of the other covenants and agreements of the City contained in the 2025 Agreement, the City shall have no pecuniary obligation or liability to any of the other parties or to the Owners of the Series 2025 Obligations with respect to the 2025 Trust Agreement, or the terms, execution, delivery or transfer of the Series 2025 Obligations, or the distribution of Payments to the Owners of the Series 2025 Obligations by the Trustee.

**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 Series 2025 Obligations with respect to the performance by the Trustee of any duty imposed upon it hereunder.

**Indemnification of the Trustee.**

(a) To the extent permitted by law, the City shall indemnify and save the Trustee harmless for, from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (i) the use, maintenance, condition or management of, or from any work or thing done on, the Project by the City; (ii) 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 Project; (iii) any act of negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Project; (iv) any act of negligence of any assignee of, or purchaser from, the City or of any of its or their agents, contractors, servants, employees or licensees with respect to the Project; (v) the construction or acquisition of the Project or the payment of Project Costs; (vi) the actions of any other party, including but not limited to the ownership, operation or use of the Project by the City; (vii) the Trustee's exercise and performance of its powers and duties hereunder; or (viii) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of the Series 2025 Obligations, including the costs and expenses of defending itself against any claim of liability arising hereunder. No indemnification will be made under this Section or elsewhere in the 2025 Trust Agreement for willful misconduct, negligence or breach of duty under the 2025 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 or redemption of the Series 2025 Obligations or resignation or removal of the Trustee.

(b) The Trustee, promptly after determining that any event or condition that 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 that 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 that 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. 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.

**Opinion of Independent 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.

**Seller's Rights Held in Trust.** As provided herein, the Trustee holds in trust hereunder all of the Seller's rights in and to the 2025 Agreement, including without limitation all of the Seller's rights to exercise such rights and remedies conferred on the Seller pursuant to the 2025 Agreement as may be necessary or convenient to enforce payment of the Payments and any other amounts required to be deposited in the Payment Fund and enforcement of the pledge of Net Revenues.

**Remedies of Owners and the Trustee.**

(a) With respect to Series 2025 Obligations and subject to the provisions of the Master Resolution, as applicable to Series 2025 Obligations hereof, the Trustee, on behalf of any Owner of the Series 2025 Obligations, may either at law or in equity, by suit, action, mandamus or other proceedings, in any court of competent jurisdiction protect the lien on the Net Revenues created by the Master Resolution and enforce and compel performance of all duties imposed upon the City by the provisions of the Master Resolution, Series 2025 Obligations or any Supplemental Resolution, including the setting and collecting of sufficient rates and revenues, and the segregation of the income and Revenues of the System and the proper application thereof.

(b) If an event of default described in the Master Resolution and the 2025 Agreement occurs and is continuing, then upon the filing of suit by the Trustee, on behalf of any Owner of the Series 2025 Obligations, any court having jurisdiction of the action may appoint a receiver to administer the System on behalf of the City with power to charge and collect rates, fees and charges sufficient to provide for the payment of all Subordinate Obligations and obligations Outstanding against the System and for payment of Operating Expenses, and to apply Revenues in conformity therewith.

(c) Notwithstanding the foregoing, the remedies of the Owners of the Subordinate Obligations are subject to the remedies granted at law or in equity to the Owners of the Senior Bonds.

**Non-Waiver.** Nothing in the 2025 Trust Agreement or in the Series 2025 Obligations, shall affect or impair the obligation of the City to pay or prepay the Payments as provided in the 2025 Agreement, or affect or impair the right of action, which is absolute and unconditional, of the Series 2025 Obligation Owners to institute suit to enforce and collect such payment.

**Institution of Legal Proceedings.** If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Series 2025 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 Series 2025 Obligations by a suit in equity or action at law for the specific performance of any covenant or agreement contained herein.

**Power of Trustee to Control Proceedings.** In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in aggregate principal amount of the Series 2025 Obligations then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Series 2025 Obligations, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not discontinue, withdraw,



compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of the Owners of a majority in aggregate principal amount of the Series 2025 Obligations Outstanding.

**Limitation on Obligation Owners' Right to Sue.**

(a) No Owner of any Series 2025 Obligation issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this 2025 Trust Agreement, unless (i) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (ii) the Owners of at least a majority in aggregate principal amount of all the Series 2025 Obligations then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (iii) said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses, and liabilities to be incurred in compliance with such request; and (iv) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

(b) Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Series 2025 Obligations of any remedy hereunder; it being understood and intended that no one or more Owners of Series 2025 Obligations shall have any right in any manner whatever by his or their action to enforce any right under the 2025 Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Series 2025 Obligations.

(c) The right of any Owner of any Series 2025 Obligation to receive payment of said Owner's proportionate interest in the Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision hereof.

**Insurer to be Deemed an Owner.** The Insurer shall be deemed to be the sole holder of the Series 2025 Obligations for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Series 2025 Obligations are entitled to take pursuant to the 2025 Insurance Agreement, the Master Resolution or the 2025 Trust Agreement pertaining to (a) defaults and remedies and (b) the duties and obligations of the Trustee. In furtherance thereof and as a term of the Master Resolution, the 2025 Trust Agreement, the Trustee and each owner of the Series 2025 Obligations appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer may at any time during the continuation of any proceeding by or against the City under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "*Insolvency Proceeding*") direct all matters relating to such Insolvency Proceeding, including without limitation, (i) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "*Claim*"), (ii) the direction of any appeal of any order relating to any Claim, (iii) the posting of any surety, supersedeas or performance bond pending any such appeal, and (iv) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each owner of the Series 2025 Obligations delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Trustee and each owner of a Series 2025 Obligation in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

**Registered Bond Payment Concerning the Bond Insurance Policy.** The provisions of Section 20 of the Master Resolution apply to the Series 2025 Obligations.

**Method of Valuation and Frequency of Valuation.** The provisions of Section 21 of the Master Resolution apply to the Series 2025 Obligations.

**Third Party Beneficiary.** The Insurer is a third-party beneficiary to the Master Resolution, the 2025 Trust Agreement and the 2025 Agreement.

**Limits on Insurer's Rights.** As set forth in the 2025 Insurance Agreement, the rights of the Insurer to direct or consent to City, Trustee or Owner of the Series 2025 Obligation actions or to require notice pursuant to the Master Resolution and the 2025 Trust Agreement will be suspended during any period in which the Insurer is in default in its payment obligations pursuant to the Bond Insurance Policy (except to the extent of amounts previously paid by the Insurer and due and owing to the Insurer) and will be of no force or effect in the event the Bond Insurance Policy is no longer in effect, the Insurer asserts that the Bond Insurance Policy is not in effect or the Insurer has provided written

notice that it waives such rights.

**Defeasance.** All or any part of the Series 2025 Obligations shall be deemed to have been paid or discharged and no longer Outstanding in accordance with the provisions of the Master Resolution, the 2025 Trust Agreement and the requirements set forth in the 2025 Insurance Agreement.

**Records.** The Trustee shall keep complete and accurate records of all monies received and disbursed hereunder, which shall be available for inspection by the City and any Owner of the Series 2025 Obligations, or the agent of any of them, at any time during regular business hours.

**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.

**2025 Insurance Agreement Supersedes.** To the extent the terms and provisions of the 2025 Trust Agreement conflict with the terms and provisions of the 2025 Insurance Agreement, the 2025 Insurance Agreement shall control and supersede the 2025 Trust Agreement.

**Governing Law.** The 2025 Trust Agreement shall be construed and governed in accordance with the laws of the State of Arizona.

**Binding Effect and Successors.** The 2025 Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in the 2025 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.

**Parties Interested Herein.** Nothing in the 2025 Trust Agreement or the Series 2025 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, the Insurer, the Reserve Fund Guarantor, and the Owners of the Series 2025 Obligations, any legal or equitable right, remedy or claim under or by reason of the 2025 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 Series 2025 Obligations.

**Waiver of Notice.** Whenever in the 2025 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.

## SUMMARY OF THE RESOLUTION

### Section 1. Definitions.

“Accreted Value” shall mean, with respect to any Capital Appreciation Bond, as of the date of calculation, the initial principal amount thereof plus the interest accrued thereon to such date of calculation, compounded from the date of initial delivery of the Capital Appreciation Bonds at the approximate interest rate (or yield) thereof on each January 1 and July 1, assuming in any year that such Accreted Value increases in equal daily amounts on the basis of a year of 360 days composed of 12 months of 30 days each, as shown on any table of accreted values for any series of Capital Appreciation Bonds. For any date other than a January 1 or July 1, the Accreted Value of a Capital Appreciation Bond will be determined by a straight-line interpolation between the values, for the applicable semiannual compounding dates, based on a year of 360 days composed of 12 months of 30 days each.

“Act” shall mean Arizona Revised Statutes, Title 9, Chapter 5, Article 3, as amended.

“Agreement” shall mean any agreement between a Reserve Fund Guarantor and the City pertaining to the reimbursement of a Reserve Fund Guarantor upon a Drawdown, as such agreement may be amended, modified or supplemented from time to time.

“Annual Debt Service Requirement” shall mean for any Fiscal Year the amount to be paid in such Fiscal Year with respect to any applicable series of Senior Bonds or any applicable series of Subordinate Obligations for payment of principal of (whether such principal payments are due at maturity or because of mandatory sinking fund redemption), interest on and Accreted Value of the applicable series of Senior Bonds or Subordinate Obligations. If interest on any Senior Bonds or Subordinate Obligations, as applicable, is payable pursuant to available interest rate formula, the interest rate on any such Senior Bonds or Subordinate Obligations, as applicable, for periods when the actual interest rate on such Senior Bonds or Subordinate Obligations, as applicable, cannot yet be determined shall be assumed to be equal to an interest rate equal to whichever of the following is the highest:

- (i) the average annual interest rate on the applicable Senior Bonds or Subordinate Obligations over the last five years; or
- (ii) if the terms of such Senior Bonds or Subordinate Obligations provide for conversion of the interest rate payable on such Senior Bonds or Subordinate Obligations to a fixed interest rate for the remainder of their term to maturity, an interest rate per annum determined in accordance with the provisions of such Senior Bonds or Subordinate Obligations as if the interest rate payable thereon were being converted to a fixed interest rate for the remainder of their term to maturity.

“Bond Funds” shall mean the Senior Bond Fund and the Subordinate Obligation Fund created pursuant to the Resolution.

“Bond Insurance Policy” shall mean, with respect to the 1999 Bonds, the 1999 Bond Insurance Policy and any other municipal bond insurance policy issued by an Insurer insuring the payment of the principal of and interest on all or any of the Current Interest Parity Bonds which are Senior Bonds or Subordinate Obligations, as applicable, or the Accreted Value on any Capital Appreciation Parity Bonds which are Senior Bonds or Subordinate Obligations, as applicable.

“Bond Registrar” or “Registrar” shall mean as to the 1999 Bonds, initially Norwest Bank Arizona, N.A., or its successor, as bond registrar and as to any other series of Bonds, any bank, trust company or other entity designated as such by or pursuant to a Supplemental Resolution.

“Bonds” shall mean all Outstanding Senior Bonds or Subordinate Obligations.

“Business Day” shall mean any day other than a Saturday, Sunday or a day on which banks located in Phoenix, Arizona or New York, New York are authorized by law to close.

“Capital Appreciation Bonds” shall mean any Bonds described as such when issued and further designated as Senior Bonds or Subordinate Obligations.

“Capitalized Reserve Account” shall mean the capitalized reserve accounts created pursuant to the Resolution.

“Contributed Reserve Account” shall mean the contributed reserve accounts created pursuant to the Resolution.

“Council” shall mean the governing body of the City, consisting of the Mayor and Council of the City.

“Current Interest Bonds” shall mean any Bonds described as such when issued and further designated as Senior Bonds or Subordinate Obligations.

“Debt Service Payments” shall mean those payments required to be made by or on behalf of the City which will be applied to payment of principal of and interest and any premium due on the Current Interest Bonds and the Accreted Value and any premium due on the Capital Appreciation Bonds.

“Defeasance Obligations” shall mean the deposit of:

1. Cash but only if legal tender of the United States of America (“U.S.”).
2. U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series (“SLGs”).
3. Direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury itself, CATS, TIGRS and similar securities.
4. Resolution Funding Corp. (REFCORP) securities, but only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.
5. Pre-refunded municipal bonds rated “Aaa” by Moody’s Investors Service (“Moody’s”) and “AAA” by Standard & Poor’s Ratings Services, a division of the McGraw-Hill Companies, Inc. (“S&P”). If, however, the issue is only rated by S&P A (i.e., there is no Moody’s rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded.
6. Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.:
  - a. U.S. Export-Import Bank (Eximbank)  
Direct obligations or fully guaranteed certificates of beneficial ownership
  - b. Rural Development Administration (“RD”) fka, Farmers Home Administration (FmHA)  
Certificates of beneficial ownership
  - c. Federal Financing Bank
  - d. General Services Administration Participation certificates
  - e. U.S. Maritime Administration Guaranteed Title XI financing
  - f. U.S. Department of Housing and Urban Development (HUD) Project Notes  
Local Authority Bonds  
New Communities Debentures  
U.S. government guaranteed debentures  
U.S. Public Housing Notes and Bonds  
U.S. government guaranteed public housing notes and bonds.

7. Such other instrument as may be approved, in writing, by the Insurer of the applicable series of Bonds being defeased.

“Deficiency” shall mean the difference between (i) the total amount due on a Principal Payment Date or Interest Payment Date for the Bonds and (ii) the amount which has been deposited into the Senior Bond Fund or Subordinate Obligation Fund, as applicable, from money paid by the City or from other funds legally available to the Paying Agent under the applicable series of Senior Bonds or Subordinate Obligations from payment to the Owners (which funds shall not include payments made pursuant to any Bond Insurance Policy or Reserve Fund Guaranty).

“Depository” shall mean a commercial bank doing business in the State which has an office in the State and whose deposits are insured by the Federal Deposit Insurance Corporation.

“Drawdown” shall mean any amount drawn by the Paying Agent on a Reserve Fund Guaranty.

“Drawdown Date” shall mean the date on which the Paying Agent draws down proceeds of a Reserve Fund Guaranty, which shall be a Principal Payment Date or an Interest Payment Date or, with respect to Variable Rate Bonds, such other time as specified in the Supplemental Resolution.

“Fiscal Year” shall mean the 12-month period beginning on July 1 of each year and ending on the last day of June of the next succeeding year.

“Insurer” shall mean, as to the 1999 Bonds, the 1999 Insurer, and as to any subsequently issued Bonds, the issuer of any Bond Insurance Policy that pertains to any series of Bonds.

“Interest Payment Date” or “Interest Payment Dates” shall mean, as to the Current Interest Bonds, the date or dates designated as an Interest Payment Date or Dates in the form of Current Interest Bond for which provision is made in any applicable Supplemental Resolution.

“Liquidity Provider” shall mean, as to any Variable Rate Bonds the issuer of a letter of credit, surety bond, or bond purchase agreement under which the Liquidity Provider agrees to either purchase any Variable Rate Bonds or provide a letter of credit permitting a remarketing agent to purchase any Variable Rate Bonds under designated terms and conditions.

“Net Revenues” shall mean for each Fiscal Year the Revenues remaining after deduction of Operating Expenses.

“Operating Expenses” shall mean any annual premium and fees payable, with respect to Senior Bonds only, to any Liquidity Provider, Reserve Fund Guarantor, Paying Agent and Registrar and the reasonable and necessary costs of operation, maintenance, and repair of the System, including salaries, wages, cost of materials and supplies, and insurance, but shall exclude depreciation, Policy Costs, payments into the Senior Bond Fund and the Senior Reserve Fund and any payments to be made on or with respect to any Subordinate Obligations.

“Outstanding” or “Outstanding Bonds” when used with reference to the Bonds, shall mean, as of any date of determination, all Bonds theretofore authenticated and delivered except:

1. Bonds theretofore cancelled by the City or delivered to the City or a Paying Agent for cancellation;
2. Bonds which are deemed paid and no longer Outstanding as provided herein; and
3. Bonds in lieu of which other Bonds have been issued pursuant to the provisions hereof relating to Bonds destroyed, stolen, lost or mutilated, unless evidence satisfactory to the Finance Director has been received that any such Bond is held by a bona fide purchaser.

“Owner” shall mean any person who shall be the registered owner of any Bond or Bonds outstanding.

“Parity Bonds” shall mean any additional bonds or other obligations issued on a parity with the 1999 Bonds pursuant to the provisions of the Master Resolution.

“Paying Agent” shall mean, except as provided in the Master Resolution, as to the 1999 Bonds, initially Norwest Bank Arizona, N.A., or any successor thereto and as to any subsequent series of Bonds, any bank, trust company or other entity designated as such by or pursuant to a Supplemental Resolution.



“Permitted Investments” shall mean:

1. Defeasance Obligations.
2. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):
  - a. U.S. Export-Import Bank, Direct obligations or fully guaranteed certificates of beneficial ownership
  - b. Rural Economic and Community Development (formerly known as Farmers Home Administration), Certificates of beneficial ownership
  - c. Federal financing Bank
  - d. Federal Housing Administration Debentures
  - e. General Services Administration, Participation certificates
  - f. Government National Mortgage Association (“GNMA”) GNMA - guaranteed mortgage-backed bonds  
GNMA - guaranteed pass-through obligations
  - g. U.S. Maritime Administration, Guaranteed Title XI financing
  - h. U.S. Department of Housing and Urban Development, Project Notes, Local Authority Bonds, New Communities Debentures - U.S. Government guaranteed debentures and U.S. Public Housing Notes and Bonds U.S. government guaranteed public housing notes and bonds
3. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following United States government agencies (non-full faith and credit agencies):
  - a. Federal Home Loan Bank System, senior debt obligations
  - b. Federal Home Loan Mortgage Corporation (“FHLMC”) Participation Certificates and Senior debt obligations
  - c. Fannie Mae, fka Federal National Mortgage Association (“FNMA”), Mortgage- backed securities and senior debt obligations (excluded are stripped mortgage securities which are valued greater than par on the portion of unpaid principal)
  - d. Student Loan Marketing Association, senior debt obligations
  - e. Resolution Funding Corporation
  - f. Farm Credit System, Consolidated statewide bonds and notes
4. Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of AAAm-G; AAAm; or AAm and if rated by Moody's of AAA, Aa1 or Aa2.
5. Certificates of deposit secured at all times by collateral described in paragraphs (2) and/or (3) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks whose short term obligations are rated A-1 or better by S&P and P-1 by Moody's. The

collateral must be held by a third party and the Owners must have a perfected first security interest in the collateral.

6. Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF.

7. Commercial paper rated, at the time of purchase, “Prime-1” by Moody's and “A-1” or better by S&P.

8. Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest rating categories assigned by such agencies.

9. Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of “Prime-1” or “A3” or better by Moody's and “A-1” or “A” or better by S&P.

10. Repurchase agreements that provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to the City a (buyer/lender), and the transfer of cash from the City to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the municipal entity in exchange for the securities at a specified date.

Repurchase agreements must satisfy the following criteria:

- a. Repurchase agreements must be between the City and a dealer bank or securities firm which are either:
  - (i) Primary dealers on the Federal Reserve reporting dealer list which are rated A or better by S&P and Moody's, or
  - (ii) Banks rated “A” or above by S&P and Moody's.
- b. The written repurchase agreement must include the following:
  - (i) Securities which are acceptable for transfer are:
    - (x) Direct U.S. Governments, or
    - (y) Federal agencies backed by the full faith and credit of the U.S. Government (and FNMA and FHLMC)
  - (ii) The term of the repurchase agreement shall be no longer than 30 days.
  - (iii) The collateral must be delivered to the City or a bank of the City's choice (if City is not supplying the collateral) or third party acting as agent for the City (if the City is supplying the collateral) before/simultaneously with payment (perfection by possession of certificated securities).
  - (iv) The City has a perfected first priority security interest in the collateral.
  - (v) Collateral is free and clear of third-party liens and in the case of SIPC broker was not acquired pursuant to a repurchase agreement or reverse repurchase agreement.
  - (vi) Failure to maintain the requisite collateral percentage will require the City, the bank or the third party holding the collateral to liquidate collateral.

(vii) Valuation of Collateral

- (1) The securities must be valued weekly, marked-to-market at current market price plus accrued interest
- (2) The value of collateral must be equal to 104% of the amount of cash transferred by the City, the bank or the third party holding the collateral to the dealer bank or securities firm under the repurchase agreement plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by the City, then additional cash and/or acceptable securities must be delivered by the seller/borrower. If, however, the securities used as collateral are FNMA or FHLMC, then the value of the collateral must equal 105%

- c. The City receives a legal opinion that the repurchase agreement is a legal investment of public monies under the laws of the State.

11. Investments with the State Treasurer in the pooled investment fund for the collective investment of public funds in the State authorized to be created by Title 35, Chapter 2, Article 2, Section 35-326, Arizona Revised Statutes, as amended.

12. Investment Agreements, including GIC's, issued by entities rated A or better by S&P and Moody's that are otherwise acceptable to any Insurer.

"Policy Costs" shall mean the amount necessary to reimburse a Reserve Fund Guarantor for any Drawdowns including, without limitation, the amount of any Drawdown, such Reserve Fund Guarantor's expenses thereon including any legal expenses and interest on such amounts at the Reimbursement Rate until paid.

"Principal Payment Date" shall mean the date on which principal of the Current Interest Bonds or Variable Rate Bonds is to be paid either at maturity or as a result of mandatory redemption or, with respect to Capital Appreciation Bonds, the date for payment of the matured Accreted Value.

"Reimbursement Funds" shall mean the Senior Reimbursement Fund and the Subordinate Reimbursement Fund created pursuant to the Resolution.

"Reimbursement Rate" shall mean with respect to any Agreement pertaining to a Reserve Fund Guaranty for any Bonds, the rate of interest set forth in the applicable Agreement.

"Reserve Funds" shall mean the Senior Reserve Fund and the Subordinate Reserve Fund created pursuant to the Resolution.

"Reserve Fund Guarantor" shall mean the issuer of either a Senior Reserve Fund Guaranty or a Subordinate Reserve Fund Guaranty.

"Reserve Fund Guaranty" shall mean either a Senior Reserve Fund Guaranty or a Subordinate Fund Guaranty, as pertaining to the applicable series of Bonds.

"Reserve Fund Guaranty Amount" shall mean, as to any series of Bonds, the Senior or Subordinate Reserve Requirement immediately following the issuance of such series less the Reserve Fund Value on such date.

"Reserve Fund Value" shall mean the value of monies and investments credited to the applicable Reserve Fund determined in accordance with the Resolution, plus the aggregate dollar amounts of the applicable Reserve Fund Guarantees.

"Reserve Requirement" shall mean either the Senior Reserve Requirement or the Subordinate Reserve Requirement, as applicable.

"Revenue Fund" shall mean the revenue fund created pursuant to the Master Resolution.

“Revenues” shall mean and include all service charges, income, monies and receipts derived by the City from the ownership, use and operation of the System, or any part thereof, including, without limitation, interest received on, and profits realized from the sale of, investments made with monies of the System; however, the term Revenues shall include neither: (i) interest received on any investments placed irrevocably in trust to pay, or provide for the payment of, any Bond or Bonds to be refunded, (ii) impact or development fees, or (iii) amounts received which the City is now or at the time of receipt contractually required to pay out as reimbursement for construction or installation of water or sewer facilities included in the System.

“Senior Bonds” shall mean the 1999 Bonds and any Senior Parity Bonds issued pursuant to the Master Resolution and secured as to payment by the Net Revenues of the System.

“Senior Maximum Annual Debt Service” shall mean, at the time of computation, the greatest scheduled Annual Debt Service Requirement of the Senior Bonds occurring in the then-current, or any subsequent Fiscal Year. When computing Senior Maximum Annual Debt Service, Senior Bonds subject to mandatory redemption shall be treated as maturing on the date such mandatory redemption is to occur.

“Senior Parity Bonds” shall mean any additional bonds or other obligations issued on a parity with the 1999 Bonds pursuant to the provisions of the Resolution.

“Senior Reimbursement Fund” shall mean the fund created pursuant to the Master Resolution.

“Senior Reserve Fund” shall mean the fund created pursuant to the Master Resolution.

“Senior Reserve Fund Guarantor” shall mean an issuer of a Senior Reserve Fund Guaranty whose Senior Reserve Fund Guaranty, when issued will not adversely affect any then-current rating pertaining to the Bonds, or any series thereof, if then rated by Moody's Investors Service or by Standard & Poor's Corporation.

“Senior Reserve Fund Guaranty” shall mean any surety bond, letter of credit or line of credit, guaranty agreement or insurance policy executed and delivered to the City or a Paying Agent on behalf of the City as a Senior Reserve Fund Guaranty.

“Senior Reserve Requirement” shall mean, with respect to the 1999 Bonds \$333,500.00 and, with respect to any series of Senior Parity Bonds having a Reserve Fund or part of a common reserve fund means an amount equal to in the aggregate for the 1999 Bonds and for all such Senior Parity Bonds, the lesser of: (i) 10% of the proceeds from the sale (as those words are used in Section 148(d)(2) of the Internal Revenue Code of 1986, as amended) of the applicable series of the Senior Bonds, (ii) 125% of the average Annual Debt Service Requirement for the 1999 Bonds and Senior Bonds (or, if a standalone reserve fund of the applicable series of Senior Bonds), or (iii) Senior Maximum Annual Debt Service of the 1999 Bonds and Senior Bonds (or, if a standalone reserve fund of the applicable series of Senior Bonds). With respect to Senior Bonds secured by a common reserve fund, the Senior Reserve Fund Requirement shall be recalculated upon the issuance of any Senior Parity Bonds, which require a Reserve Fund, and whenever any Senior Bonds become no longer Outstanding.

“State” shall mean the State of Arizona.

“Subordinate Maximum Annual Debt Service” shall mean, at the time of computation, the greatest scheduled Annual Debt Service Requirement for the applicable series of the Subordinate Obligations occurring in the then-current, or any subsequent Fiscal Year. When computing Subordinate Maximum Annual Debt Service, Subordinate Obligations subject to mandatory redemption shall be treated as maturing on the date such mandatory redemption is to occur.

“Subordinate Obligations” shall mean the Subordinate Obligations and any Subordinate Parity Obligations hereafter incurred by the City, payable from Net Revenues which by the terms of such obligation are subordinate to the Senior Bonds.

“Subordinate Parity Obligations” shall mean any additional bonds or other obligations issued on a parity with the Subordinate Obligations pursuant to the provisions of the Resolution.

“Subordinate Reimbursement Fund” shall mean the fund created pursuant to the Resolution.

“Subordinate Reserve Fund” shall mean the fund created pursuant to the Resolution.

“Subordinate Reserve Fund Guarantor” shall mean an issuer of a Subordinate Reserve Fund Guaranty whose Subordinate Reserve Fund Guaranty, when issued will not adversely affect any then-current rating pertaining to the

Subordinate Obligations, or any series thereof, if then rated by Moody's Investors Service or by Standard & Poor's Corporation.

"Subordinate Reserve Fund Guaranty" shall mean any surety bond, letter of credit or line of credit, guaranty agreement or insurance policy executed and delivered to the City or a Paying Agent on behalf of the City as a Subordinate Reserve Fund Guaranty.

"Subordinate Reserve Requirement" shall mean, with respect to any series of Subordinate Obligations having a Reserve Fund or part of a common reserve fund means an amount equal to in the aggregate for Subordinate Parity Obligations, the lesser of: (i) 10% of the proceeds from the sale (as those words are used in Section 148(d)(2) of the Internal Revenue Code of 1986, as amended) of the applicable series of Subordinate Obligations, (ii) 125% of the average Annual Debt Service Requirement for the Subordinate Obligations (or, if a standalone reserve fund of the applicable series of Subordinate Obligations), or (iii) Subordinate Maximum Annual Debt Service of the Subordinate Obligations (or, if a standalone reserve fund of the applicable series of Subordinate Obligations). With respect to Subordinate Obligations secured by a common reserve fund, the Subordinate Reserve Requirement shall be recalculated upon the issuance of any Subordinate Parity Obligations and whenever Subordinate Obligations become no longer Outstanding.

"Supplemental Resolution" shall mean any resolution of the City supplemental to the Master Resolution authorizing the issuance of a series of Parity Bonds.

"System" shall mean the complete water and sewer system of the City and all water and sewer properties of every nature hereafter owned by the City, including all improvements and extensions made from time to time by the City while any of the Bonds remain outstanding, and including all real and personal property of every nature comprising part of or used or useful in connection with the City's water and sewer system, and including all appurtenances, contracts, leases, franchises, and other intangibles.

"Variable Rate Bonds" shall mean any Bonds described as such when issued and interest on such Bonds is payable pursuant to a variable interest rate formula and further designated as Senior Bonds or Subordinate Obligations.

"1999 Bonds" shall mean only those Bonds comprising the \$3,335,000 aggregate stated principal amount of City of Goodyear Water and Sewer Revenue Refunding and Improvement Bonds, Series 1999.

"1999 Insurer" shall mean Financial Security Assurance, Inc., the issuer of the 1999 Bond Insurance Policy.

"1999 Bond Insurance Policy" shall mean the financial guaranty insurance policy issued by the 1999 Bond Insurer insuring the payment when due of the Accreted Value of the 1999 Bonds.

**Section 2. Coverage.** The City covenants and agrees with the Owners that it will establish and maintain rates, fees and other charges for all services supplied by the System to provide Revenues fully sufficient at all times, after making reasonable allowance for contingencies and errors in estimates, to pay the Operating Expenses and to produce an aggregate amount of Net Revenues in each Fiscal Year equal to 115% of the Annual Debt Service Requirements of all of the Outstanding Bonds, and said rates, fees and other charges shall also be established and maintained at rates sufficient to provide an amount of Net Revenues for the then current Fiscal Year which, net of the aggregate amounts required to be deposited to the Senior Bond Fund and Subordinate Obligation Fund during such Fiscal Year, will still be sufficient to provide at least 100% of the City's Policy Costs due and owing in such Fiscal Year.

**Section 3. Creation of Funds: Application of Revenues.**

A. Funds. The Finance Director shall create the following special funds and accounts to be held in trust for the Owners or the City, as the case may be, and expended follows:

1. The City of Goodyear Water and Sewer Revenue Bond Revenue Fund (the "Revenue Fund").
2. The City of Goodyear Water and Sewer Revenue Bond Operation and Maintenance Fund (the "Operation and Maintenance Fund").
3. The City of Goodyear Water and Sewer Revenue Senior Bond Principal and Interest Fund (the "Senior Bond Fund").



4. The City of Goodyear Water and Sewer Revenue Senior Bond Reserve Fund Guarantor or Liquidity Provider Reimbursement Fund (the "Senior Reimbursement Fund").

5. The City of Goodyear Water and Sewer Revenue Senior Bond Reserve Fund (the "Senior Reserve Fund"), which fund shall also contain, if applicable, separate accounts to be known as the Capitalized Reserve Account and the Contributed Reserve Account.

6. The City of Goodyear Water and Sewer Revenue Subordinate Obligation Fund (the "Subordinate Obligation Fund").

7. The City of Goodyear Water and Sewer Revenue Subordinate Reserve Fund Guarantor or Liquidity Provider Reimbursement Fund (the "Subordinate Reimbursement Fund").

8. The City of Goodyear Water and Sewer Revenue Subordinate Reserve Fund (the "Subordinate Reserve Fund") which fund shall also contain, if applicable, separate accounts to be known as the Capitalized Reserve Account and the Contributed Reserve Account.

The City may establish segregated reserve fund accounts for any series of Subordinate Obligations which segregated reserve funds may be restricted to payment of a certain series of Subordinate Obligations. Further, the City may provide that a segregated reserve fund or any portion of a common reserve fund may be held and administered by the trustee or trustees for the applicable series of Subordinate Obligations.

B. Application of Revenues. Pursuant to the provisions of the Master Resolution or any Supplemental Resolution, and as long as any of the Bonds are outstanding and unpaid either as to principal, Accreted Value or as to interest, the entire Revenues shall be deposited as collected with a Depository, and shall be held in the custody of the Finance Director of the City in the Revenue Fund. The Revenue Fund shall be disbursed only for the purposes hereinafter authorized and only in the following order of priority:

1. Operation and Maintenance Fund. First, to the "Operation and Maintenance Fund" on or before the 10th day of each month an amount which, together with any money already on deposit in said Fund, will be sufficient to pay Operating Expenses for said month. Money in the Operation and Maintenance Fund shall be used only for the payment of Operating Expenses.

2. Senior Bond Fund. Second, on or before the 10th day of each month, to the Senior Bond Fund the following amounts in the following manner:

a. One-sixth (1/6) of the interest becoming due on the next Interest Payment Date on all of the Senior Bonds then Outstanding; and

b. Commencing March 1, 1999, through June 1, 1999, one-fourth (1/4) of the Accreted Value of the Series 1999 Bonds coming due on July 1, 1999, and commencing July 1, 1999, one-twelfth (1/12) of the principal or matured Accreted Value becoming due on the next succeeding Principal Payment Date on all of the Senior Bonds then Outstanding.

The Senior Bond Fund shall be a trust fund and shall be used solely for the purpose of paying the principal of and interest on the Senior Bonds. Monies in the Senior Bond Fund shall be transferred to the Paying Agent as needed to punctually pay all principal, Accreted Value and interest on the Senior Bonds as it matures or comes due.

3. Senior Reimbursement Fund. Third, if a Senior Reserve Fund Guaranty secures any Senior Bonds and a Drawdown shall have occurred, there shall be deposited to the Senior Reimbursement Fund for payment of Policy Costs for the Senior Bonds commencing the 10th day of the first month following a Drawdown and each month thereafter for the next succeeding 11 months or for such longer period if agreed to by the applicable Senior Reserve Fund Guarantor, or until the Senior Reimbursement Fund contains amounts sufficient to reimburse all Policy Costs for the Senior Bonds, or all Policy Costs for the Senior Bonds with respect to such Drawdown have been paid, an amount equal to at least 1/12 (or such other agreed upon portion of the Policy Costs for the Senior Bonds) of the aggregate of Policy Costs for the Senior Bonds related to the Drawdown. Monies may be paid from the Senior Reimbursement Fund to reimburse a Senior Reserve Fund Guarantor for any Drawdown at any time, as directed by the Finance Director.

Monies in the Senior Reimbursement Fund shall be used only to reimburse Senior Reserve Fund Guarantors for Policy Costs for the Senior Bonds resulting from Drawdowns. If more than one Senior Reserve Fund Guarantee shall hereafter be deposited to the Senior Reserve Fund, Policy Costs for the Senior Bonds with respect to any Drawdown which occurs against the Senior Reserve Fund Guaranties shall be reimbursed on a pro rata basis (calculated by reference to the maximum amounts available for such reimbursement) after first applying all cash and investments in the Senior Reserve Fund and prior to any replenishment of the Senior Reserve Fund.

If the City fails to repay any Policy Costs for the Senior Bonds, any Senior Reserve Fund Guarantor or shall be entitled to exercise any and all remedies available at law or under the Master Resolution other than (i) acceleration of the maturity of the Senior Bonds or (ii) any other remedies which would adversely affect the rights of the Owners of the Senior Bonds.

All Senior Reserve Fund Guaranties shall be held by the Paying Agent acting as fiduciary for the Owners of the Senior Bonds. All Senior Reserve Fund Guaranties shall by their terms expire no earlier than the final maturity date of the respective series of Senior Bonds for which said Senior Reserve Fund Guaranty applies.

4. Senior Reserve Fund. Fourth, on or before the 10th day of each month, to the Senior Reserve Fund an amount equal to 1/60th of the amount required to increase or restore the Reserve Fund Value to the Senior Reserve Requirement within a five-year period, or such amount as is required hereunder to restore the Senior Reserve Fund to the Senior Reserve Requirement after a Senior Reserve Fund withdrawal.

If, on any Principal Payment Date or Interest Payment Date, a Deficiency exists, then:

a. If there are investments or cash in the Senior Reserve Fund, such investments shall be liquidated and the cash and investment proceeds transferred to the Senior Bond Fund and

b. If the Deficiency is not cured after any transfers pursuant to subparagraph a. above, then the Paying Agent shall deliver a request for Drawdown to the Senior Reserve Fund Guarantor(s). All Drawdown proceeds shall be applied to payment of the interest on, Accreted Value of, or principal of, the Senior Bonds.

When Senior Parity Bonds are issued, the proceedings for such Senior Parity Bonds shall provide for either a Senior Reserve Fund Guaranty, a payment of Senior Parity Bond proceeds to the Capitalized Reserve Account or the Contributed Reserve Account of the Senior Reserve Fund shall be increased by deposits which will increase the Reserve Fund Value within five years from the date of the issuance of such Senior Parity Bonds to not less than the Senior Reserve Requirement immediately after issuance of such Senior Parity Bonds. If, at any time, the Reserve Fund Value exceeds the Senior Reserve Requirement, any excess shall be transferred to the Revenue Fund. Notwithstanding the foregoing, Senior Parity Bonds may be issued without a Senior Reserve Requirement, provided such Senior Parity Bonds shall have no claim on any amounts or Senior Reserve Fund Guaranty in the Senior Reserve Fund.

Money in the Senior Reserve Fund and Drawdowns shall be used solely for the payment of interest on, Accreted Value of or principal of the Senior Bonds as to which there would otherwise be default in such payment. All money so taken from the Senior Reserve Fund to pay principal, accreted Value or interest shall be replaced therein from the first money in the Senior Revenue Fund thereafter received which is not required for current transfers into the Operation and Maintenance Fund and the Senior Bond Fund pursuant to the Master Resolution and payment of Policy Costs for the Senior Bonds pursuant to the Master Resolution.

5. Subordinate Obligation Fund. Fifth, to the Subordinate Obligation Fund:

a. On or before the 10th day of each month, commencing July 10, 2010, an amount which when added to the balance then in the respective debt service payment fund or account established pursuant to an indenture or trust agreement authorizing the issuance of Subordinate Obligations shall be equal to 1/6th of the interest becoming due on the next Interest Payment Date with respect to all Subordinate Obligations (except for the first year which shall be equal to 1/5th of

the interest becoming due on the first Interest Payment date with respect to all Subordinate Obligations); and

b. On or before the 10th day of each month, commencing July 10, 2021, an amount which when added to the balance then in the respective debt service payment fund or account established pursuant to an indenture or trust agreement authorizing the issuance of Subordinate Obligations shall be equal to one-twelfth of the principal due on the next Principal Payment Date with respect to all Subordinate Obligations (except for the first year which shall be equal to 1/11th of the principal due on the first Principal Payment Date with respect to all Subordinate Obligations).

The Subordinate Obligation Fund shall be a trust fund and shall be used solely for the purpose of paying the principal of and interest on the Subordinate Obligations and the fees and expenses described in paragraph (c) below. Monies in the Subordinate Obligation Fund shall be transferred to the Paying Agent as needed to punctually pay all principal, Accreted Value and interest on the Subordinate Obligations as it matures or comes due.

c. From time to time, amounts necessary to pay the compensation, fees, expenses, advances and indemnity amounts owed to the trustees, paying agents and registrars for any Subordinate Obligations.

6. Subordinate Reimbursement Fund. Sixth, if a Subordinate Reserve Fund Guaranty secures any Subordinate Obligations and a Drawdown shall have occurred, there shall be deposited to the Subordinate Reimbursement Fund for payment of Policy Costs for the Subordinate Obligations commencing the 10th day of the first month following a Drawdown and each month thereafter for the next succeeding 11 months or for such longer period if agreed to by the applicable Subordinate Reserve Fund Guarantor, or until the Subordinate Reimbursement Fund contains amounts sufficient to reimburse all Policy Costs for the Subordinate Obligations, or all Policy Costs for the Subordinate Obligations with respect to such Drawdown have been paid, an amount equal to at least 1/12th (or such other agreed upon portion of the Policy Costs for the Subordinate Obligations) of the aggregate of Policy Costs for the Subordinate Obligations related to the Drawdown. Monies may be paid from the Subordinate Reimbursement Fund to reimburse a Subordinate Reserve Fund Guarantor for any Drawdown at any time, as directed by the Finance Director.

All amounts in the Subordinate Reimbursement Fund shall be held by the trustee of an indenture or trust agreement authorizing the applicable series of Subordinate Obligations for the purposes provided under the Master Resolution. Monies in the Subordinate Reimbursement Fund shall be used only to reimburse Subordinate Reserve Fund Guarantors for Policy Costs for the Subordinate Obligations resulting from Drawdowns. If more than one Subordinate Reserve Fund Guarantee shall hereafter be deposited to the Subordinate Reserve Fund, Policy Costs for the Subordinate Obligations with respect to any Drawdown which occurs against the Subordinate Reserve Fund Guaranties shall be reimbursed on a pro rata basis (calculated by reference to the maximum amounts available for such reimbursement) after first applying all cash and investments in the Subordinate Reserve Fund and prior to any replenishment of the Subordinate Reserve Fund.

If the City fails to repay any Policy Costs for the Subordinate Obligations, any Subordinate Reserve Fund Guarantor shall be entitled to exercise any and all remedies available at law or under the Resolution other than (i) acceleration of the maturity of the Subordinate Obligations or (ii) any other remedies which would adversely affect the rights of the Owners of the Subordinate Obligations.

All Subordinate Reserve Fund Guaranties shall be held by the Paying Agent acting as fiduciary for the Owners of the Subordinate Obligations. All Subordinate Reserve Fund Guaranties shall by their terms expire no earlier than the final maturity date of the respective series of Subordinate Obligations for which said Subordinate Reserve Fund Guaranty applies.

7. Subordinate Reserve Fund. Seventh, on or before the 10th day of each month, to the Subordinate Reserve Fund an amount equal to 1/60th of the amount required to increase or restore the Reserve Fund Value to the Subordinate Reserve Requirement within a five-year period, or such amount as is required hereunder to restore the Subordinate Reserve Fund to the Subordinate Reserve Requirement after a Subordinate Reserve Fund withdrawal.

If, on any Principal Payment Date or Interest Payment Date, a Deficiency exists, then:

a. If there are investments or cash in the Subordinate Reserve Fund, such investments shall be liquidated and the cash and investment proceeds transferred to the Subordinate Obligation Fund and

b. If the Deficiency is not cured after any transfers pursuant to subparagraph a. above, then the Paying Agent shall deliver a request for Drawdown to the Subordinate Reserve Fund Guarantor(s). All Drawdown proceeds shall be applied to payment of the interest on, Accreted Value of, or principal of, the Subordinate Obligations.

All amounts in the Subordinate Reserve Fund shall be held by the trustee of an indenture or trust agreement authorizing the applicable series of Subordinate Obligations for the purposes provided under the Resolution. When Subordinate Parity Obligations are hereafter issued, the proceedings for such Subordinate Parity Obligations shall provide for either a Subordinate Reserve Fund Guaranty, a payment of Subordinate Parity Obligation proceeds to the Capitalized Reserve Account or the Contributed Reserve Account of the Subordinate Reserve Fund shall be increased by deposits which will increase the Reserve Fund Value within five years from the date of the issuance of such Subordinate Parity Obligations to not less than the Subordinate Reserve Requirement immediately after issuance of such Subordinate Parity Obligations. If, at any time, the Reserve Fund Value exceeds the Subordinate Reserve Requirement, any excess shall be transferred to the Revenue Fund. Notwithstanding the foregoing, Subordinate Parity Obligations may be issued without a Subordinate Reserve Requirement, provided such Subordinate Parity Obligations shall have no claim on any amounts or Subordinate Reserve Fund Guaranty in the Subordinate Reserve Fund.

Money in the Subordinate Reserve Fund and Drawdowns shall be used solely for the payment of interest on, Accreted Value of or principal of the Subordinate Obligations as to which there would otherwise be default in such payment. All money so taken from the Subordinate Reserve Fund to pay principal, accreted Value or interest shall be replaced therein from the first money in the Subordinate Revenue Fund thereafter received which is not required for current transfers into the Operation and Maintenance Fund and the Subordinate Obligation Fund pursuant to the Resolution and payment of Policy Costs for the Subordinate Obligations pursuant to the Resolution.

8. Surplus Revenues. All money remaining in the Revenue Fund after all of the payments required in subparagraphs (1) through (7), inclusive above, have been made, shall be regarded as surplus and may be used for any lawful purpose of the City.

C. Deficiency in Funds. The money in the Revenue Fund shall be allotted and paid into the various Funds hereinbefore established in the order in which said Funds are listed and if in any month the money in the Revenue Fund is insufficient to place the required amount in any of said funds, the deficiency shall be made up in the following month or months after payment into all Funds enjoying a prior claim to the Revenues has been met in full.

D. Investment. Monies on deposit in the Revenue Fund, the Operation and Maintenance Fund, the Bond Funds, the Reserve Funds, and the Reimbursement Funds may be invested and reinvested by the City in Permitted Investments. All income derived from such investments, shall be regarded as Revenues of the System and shall be deposited in the Revenue Fund. Such investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund or account was created.

E. Subaccounts. The Reserve Funds shall contain two accounts, the Contributed Reserve Account and the Capitalized Reserve Account. The two accounts are created to provide segregation of the monies and investments deposited to the Reserve Funds and to provide a means of tracking such deposits and investment income thereon for arbitrage rebate purposes. All deposits to the Reserve Funds from Revenues shall be deposited into the Contributed Reserve Account. All deposits into the Reserve Funds from the proceeds of Bonds shall be deposited to the Capitalized Reserve Account. Any proceedings hereinafter taken with respect to the issuance of Bonds may specify the amount which shall be deposited to either Account, so long as the minimum amount required by the Resolution to be deposited to the applicable Reserve Fund shall be so deposited. Amounts may be deposited to the Reserve Funds either by the purchase and deposit of a Reserve Fund Guaranty, through the deposit of Bond proceeds or by deposits from Revenues. All Reserve Fund Guaranties shall be deemed deposited to, and a part of, the Capitalized Reserve Account.

**Section 4. Charges for Services Supplied by the System.** So long as any Bonds remain outstanding and unpaid and an Agreement is in full force and effect, the City covenants and agrees that it will permit no free water

or sewer services to be furnished to any consumer or user whatsoever, and the rates for all services supplied through the System to the City and its residents and to all consumers shall meet the requirements of the Resolution.

Such schedule of rates shall be revised at such time or times as shall be necessary to meet the requirements of Sections 9 and 10 hereof, but such schedules shall not be reduced unless the Bond Funds, the Reserve Funds and the Reserve Fund Guarantor Reimbursement Funds contain their total minimum amounts.

**Section 5. Covenants Regarding the Operation of the System.** The City hereby covenants and agrees with each and every Owner:

A. That the City will own (which ownership may include the lease-purchase of system components), operate and maintain the System in good condition and operate the same in an efficient manner and at reasonable cost;

B. That the City will maintain insurance on all System properties of the type and with the coverage normally carried by municipalities or private companies engaged in a similar business;

C. That the City will cause to be kept proper books and accounts adapted to the System, and will cause the books and accounts to be audited at the end of each Fiscal Year by a recognized firm of independent certified public accountants;

D. That the City will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Arizona, including the making and collecting of sufficient rates for services rendered by the System as above provided, and will segregate and apply Revenues of the System to the various Funds as specified in the Resolution;

E. That the City will not sell, lease (as lessor), mortgage or in any manner dispose of the System or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds and the City's obligations under any Agreement shall have been paid in full; provided, however, that this covenant shall not be construed to prevent the disposal by the City of property which in its judgment has become inexpedient for use in connection with the System;

F. That the Council will, prior to the beginning of each Fiscal Year, prepare and adopt a budget of estimated Revenues and Operating Expenses for the operation and maintenance of the System for the ensuing Fiscal Year, and will undertake to operate the System within such budget to the best of its ability.

G. That the City will discontinue the service to any premises the owner or occupant of which shall be delinquent for more than 90 days in the payment of charges, will not resume the service until all delinquent charges, with interest and penalties, shall have been paid, and will do all things and exercise all remedies legally available to assure the prompt payment of charges for Water services supplied by the System;

H. That the City will employ competent and experienced management for the System, will use its best efforts to see that the System is at all times operated and maintained in good repair and condition and in such manner that the operating efficiency thereof shall be of good character;

I. That the City will from time to time duly pay and discharge, or cause to be paid and discharged, all taxes, assessments or other governmental charges, if any, lawfully imposed upon the System, or upon any part thereof, or upon any Revenues therefrom when the same shall become due, as well as any lawful claims for labor and materials and supplies which, if unpaid, might by law become a lien or charge upon the System, or any part thereof, or upon any Revenues therefrom, or which might impair the security of the Bonds and subject to the provisions of this resolution, will duly observe and conform to all valid requirements of any governmental authority relative to the System, or any part thereof, and to all covenants, terms and conditions of the Resolution applicable thereto;

J. If all or any part of the System shall be taken by eminent domain proceedings or other proceedings authorized by law, the net proceeds (if greater than \$100,000) realized by the City therefrom shall be deposited in a special fund, in trust, subject to the rights of the Owners of the Bonds to share in such net proceeds equally and ratably in the proportion which the principal amount and Accreted Value of Bonds owned or held by each holder or Owner bears to the total principal amount and Accreted Value of all of the Bonds then outstanding, and



without preference or priority of any one Bond of this series, or of any other Parity Bond, over any other, and subject to the rights of the Reserve Fund Guarantor to share in such net proceeds;

K. To the extent permitted by law, the City will not grant a franchise or a permit for the operation of any competing water or sewer system in the City other than the franchises that currently exist in the City or providers of water or sewer currently operating within the City pursuant to a certificate of convenience and necessity, provided however, that this covenant shall not prohibit the City from entering into "privatization" contracts, agreements or other similar arrangements with private parties;

L. That no bonds or other obligations will be issued superior in lien on the Revenues to the Bonds herein authorized to be issued or on a parity with the Bonds except in accordance with the provisions of Section 15 of this resolution; and

M. That each officer of the City or person having custody of Revenues shall be under fidelity bond at all times in an amount not less than the total funds in the custody of such officer or person at any one time.

**Section 6. Defaults; Events of Default.**

A. With respect to Senior Bonds, the occurrence of any of the following events is defined as and declared to be and to constitute an event of default hereunder:

1. Payment of any interest on any Senior Bonds shall not be made when and as that interest shall become due and payable;

2. Payment of the principal of or any premium on any Senior Bonds shall not be made when and as that principal or premium shall become due and payable, whether at stated maturity or by mandatory redemption, or the payment of the Accreted Value of or any premium on any Capital Appreciation Bond designated as a Senior Bond shall not be made when and as that Accreted Value or premium shall become due and payable;

3. Failure by the City to observe or perform any other covenant, agreement or obligation on its part to be observed or performed contained in the Resolution or in the Senior Bonds, which failure shall have continued for a period of sixty (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 Insurer of the applicable Senior Bonds or Owners of not less than twenty-five percent (25%) in aggregate principal amount of Current Interest Bonds and Accreted Value of Capital Appreciation Bonds designated as Senior Bonds then outstanding; or

4. The occurrence of an event of bankruptcy as to the City or the City shall: (i) commence a proceeding under any federal or state insolvency, reorganization or similar law, or have such a proceeding commenced against them and either have an order of insolvency or reorganization entered against them or have the proceedings remain undismissed and unstayed for 90 days; or (ii) have a receiver, conservator, liquidator or trustee appointed for them or for the whole or any substantial part of their property.

B. With respect to Subordinate Obligations, the occurrence of any of the following events is defined as and declared to be and to constitute an event of default hereunder:

1. Payment of any interest on any Senior Bonds or any Subordinate Obligations shall not be made when and as that interest shall become due and payable;

2. Payment of the principal of or any premium on any Senior Bonds or any Subordinate Obligations shall not be made when and as that principal or premium shall become due and payable, whether at stated maturity or by mandatory redemption, or the payment of the Accreted Value of or any premium on any Capital Appreciation Bond designated as a Senior Bond or a Subordinate Obligation shall not be made when and as that Accreted Value or premium shall become due and payable;

3. Failure by the City to observe or perform any other covenant, agreement or obligation on its part to be observed or performed contained in the Resolution, the applicable payment or similar agreement, or in the Subordinate 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 Insurer of the applicable Subordinate Obligations or Owners of not less than 25% in aggregate principal amount of Current Interest Bonds and Accreted Value of Capital Appreciation Bonds designated as Subordinate Obligations then outstanding; or

4. The occurrence of an event of bankruptcy as to the City or the City shall: (i) commence a proceeding under any federal or state insolvency, reorganization or similar law, or have such a proceeding commenced against them and either have an order of insolvency or reorganization entered against them or have the proceedings remain undismissed and unstayed for 90 days; or (ii) have a receiver, conservator, liquidator or trustee appointed for them or for the whole or any substantial part of their property.

#### **Section 7. Remedies of Owners.**

A. With respect to Senior Bonds and subject to the provisions of the Master Resolution, as applicable for any series of Senior Bonds, any Owner of the Senior Bonds may either at law or in equity, by suit, action, mandamus or other proceedings, in any court of competent jurisdiction protect the lien on the Net Revenues created by the Resolution and enforce and compel performance of all duties imposed upon the City by the provisions of the Resolution or any Supplemental Resolution, including the setting and collecting of sufficient rates and revenues, and the segregation of the income and Revenues of the System and the proper application thereof.

If an event of default related to failure to timely pay the interest on, principal of or premium, if any, on the Senior Bonds occurs and is continuing, then upon the filing of suit by any Owner of the Senior Bonds, any court having jurisdiction of the action may appoint a receiver to administer the System on behalf of the City with power to charge and collect rates, fees and charges sufficient to provide for the payment of all Senior Bonds and obligations Outstanding against the System and for payment of Operating Expenses, and to apply Revenues in conformity therewith.

B. With respect to Subordinate Obligations and subject to the provisions of the Master Resolution, as applicable to any series of Subordinate Obligations hereof, the trustee for the applicable series of Subordinate Obligations, on behalf of any Owner of such Subordinate Obligations, may either at law or in equity, by suit, action, mandamus or other proceedings, in any court of competent jurisdiction protect the lien on the Net Revenues created by the Master Resolution and enforce and compel performance of all duties imposed upon the City by the provisions of the Master Resolution, the applicable purchase or similar agreement or any Supplemental Resolution, including the setting and collecting of sufficient rates and revenues, and the segregation of the income and Revenues of the System and the proper application thereof.

If an event of default related to failure to timely pay the interest on, principal of or premium, if any, on the Subordinate Obligations and as described in the applicable purchase or similar agreement occurs and is continuing, then upon the filing of suit by the Trustee for the applicable series of Subordinate Obligations, on behalf of any Owner of such Subordinate Obligations, any court having jurisdiction of the action may appoint a receiver to administer the System on behalf of the City with power to charge and collect rates, fees and charges sufficient to provide for the payment of all Subordinate Obligations and obligations Outstanding against the System and for payment of Operating Expenses, and to apply Revenues in conformity therewith.

Notwithstanding the foregoing, the remedies of the Owners of the Subordinate Obligations are subject to the remedy granted at law or in equity to the Owners of the Senior Bonds.

#### **Section 8. Modification of Resolution and Trust Agreement.**

A. With respect to the Senior Bonds:

1. Amendments Requiring Consent. Except as set forth in paragraph (A)(2), with respect to amendments affecting only a certain series of Senior Bonds, either the applicable Insurer, Reserve Fund Guarantor and Liquidity Provider of such series of Senior Bonds or the Owners of 2/3rd in aggregate principal amount of such series of Current Interest Bonds and Accreted Value of Capital Appreciation Bonds, both designated as Senior Bonds, at any time Outstanding (not including in any case any Senior Bonds which may then be held or owned by or for the account of the City, but including such refunding Senior Bonds as may be issued for the purpose of refunding any of the Senior Bonds herein authorized if such refunding Senior Bonds are not owned by the City) and with respect to all Senior Bonds, all issuers of Bond Insurance Policies for Senior Bonds, and all Senior Reserve Fund Guarantors or the Owners of 2/3rd in aggregate principal

amount of all such Current Interest Bonds and Accreted Value of Capital Appreciation Bonds, both designated as Senior Bonds, at the time Outstanding shall have the right from time to time to consent to and approve modifications and amendments to the Resolution as it relates to Senior Bonds; provided, however, that the Resolution may not be so modified or amended in such manner as to:

- (i) Make any change in the maturity of Outstanding Senior Bonds.
- (ii) Make any change in the rate of interest borne by any of Outstanding Senior Bonds.
- (iii) Reduce the amount of the principal of, Accreted Value of, or redemption premium, if any, payable on any Outstanding Senior Bond.
- (iv) Modify the terms of payment of principal of, Accreted Value of or interest, or of redemption premium, if any, of Outstanding Senior Bonds or any of them or impose any adverse conditions with respect to such payment.
- (v) Affect the rights of the Owners of less than all of the Senior Bonds then Outstanding or of any of the Subordinate Obligations.

Whenever the City shall propose to amend or modify the Resolution under the provisions of the Master Resolution, it shall cause notice of the proposed amendment to be mailed and set forth the nature of the proposed amendment.

Whenever at any time within one year from the mailing of said notice there shall be filed with the City Clerk an instrument or instruments executed by either all Senior Reserve Fund Guarantors and all Insurers and any Liquidity Providers both for such Senior Bonds or the Owners of at least 2/3rd in aggregate principal amount of the Current Interest Bonds and Accreted Value of Capital Appreciation Bonds of the applicable series of Senior Bonds, if the amendment affects only a series of Senior Bonds, at the time Outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Council may adopt such amendment and such amendment shall become effective.

If all Senior Reserve Fund Guarantors, all Insurers and any Liquidity Providers, both for such Senior Bonds, or the Owners of at least 2/3rd in aggregate principal amount of the current Interest Bonds and Accreted Value of Capital Appreciation Bonds of the applicable series of Senior Bonds, if the amendment affects only a series of Senior Bonds, at the time Outstanding, at the time of the adoption of such amendment or the predecessors in title of such Owners of the Senior Bonds, shall have consented to and approved the amendment as herein provided, no Owner of the Senior Bonds whether or not such Owner of the Senior Bonds shall have consented to or shall have revoked any consent, shall have any right or interest to object to the adoption of such amendment or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City or the Council from taking any action pursuant thereto.

Any consent given by the Owner of the Senior Bonds pursuant to the provisions of the Master Resolution shall be irrevocable for a period of six months from the date of mailing above provided for and shall be conclusive and binding upon all future owners of the same Senior Bond during such period. Such consent may be revoked at any time after such six months' period by the Owner of the Senior Bonds who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk, but such revocation shall not be effective if the Owners of 2/3rd in aggregate principal amount of the Current Interest Bonds and Accreted Value of Capital Appreciation Bonds of the applicable series of Senior Bonds, if the amendment affects only a series of Senior Bonds, at the time Outstanding have, prior to the attempted revocation, consented to and approved such amendment.

2. Amendments Without Consent. Without the consent of, or notice to, any of the Owners, the City may, with the consent of the Insurer, Reserve Fund Guarantor and Liquidity Provider, if any, of the applicable series of Senior Bonds, enter into resolutions supplemental to the Resolution which shall not, in the opinion of the City, be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (i) to cure any ambiguity, inconsistency or formal defect or omission in the Master Resolution;
- (ii) to grant to or confer upon the Owners of the Senior Bonds any additional rights, remedies, powers or authority that lawfully may be granted to or conferred upon the Owners of the Senior Bonds;
- (iii) to assign additional revenues under the Resolution;
- (iv) to accept additional security and instruments and documents of further assurance with respect to the Senior Bonds;
- (v) to add to the covenants, agreements and obligations of the City under the Resolution, other covenants, agreements and obligations to be observed for the protection of the Owners of the Senior Bonds, or to surrender or limit any right, power or authority reserved to or conferred upon the City in the Resolution, including without limitation, the limitation of rights of redemption so that in certain instances Senior Bonds of different series will be redeemed in some prescribed relationship to one another for the protection of the Owners of a particular series of Senior Bonds;
- (vi) to make necessary or advisable amendments or additions in connection with the issuance of Senior Bonds in accordance with the Master Resolution as do not adversely affect the interests of Owners of outstanding Senior Bonds;
- (vii) to permit the use of a book entry system to identify the owner of an interest in an obligation issued by the City under the Resolution, whether that obligation was formerly, or could, be evidenced by a tangible security;
- (viii) to specify further the duties and responsibilities of, and to define further the relationship among, the City, any Insurer, Reserve Fund Guarantor, Liquidity Provider, the Registrar and any Paying Agents all related to the Senior Bonds;
- (ix) to achieve compliance of the Resolution with any applicable federal securities or tax law; and
- (x) to permit any other amendment which, in the judgment of the City, is not to be prejudice of the City or the Owners of the Senior Bonds.

B. With respect to the Subordinate Obligations:

1. Amendments Requiring Consent. Except as set forth in paragraph (B)(2), with respect to amendments affecting only a certain series of Subordinate Obligations, either the applicable Insurer, Subordinate Reserve Fund Guarantor and Liquidity Provider of such series of Subordinate Obligations or the Owners of 2/3rd in aggregate principal amount of such series of Current Interest Bonds and Accreted Value of Capital Appreciation Bonds, both designated as Subordinate Obligations, at any time Outstanding (not including in any case any Subordinate Obligations which may then be held or owned by or for the account of the City, but including such refunding Subordinate Obligations as may be issued for the purpose of refunding any of the Subordinate Obligations herein authorized if such refunding Subordinate Obligations are not owned by the City) and with respect to all Subordinate Obligations, all issuers of Bond Insurance Policies for Subordinate Obligations, and all Subordinate Reserve Fund Guarantors or the Owners of 2/3rd in aggregate principal amount of all such Current Interest Bonds and Accreted Value of Capital Appreciation Bonds, both designated as Subordinate Obligations, at the time Outstanding shall have the right from time to time to consent to and approve modifications and amendments to the Resolution as it relates to Subordinate Obligations and provided however, the modification and amendments do not adversely, materially affect the rights of the Owners of the Senior Bonds; provided, further, that the Resolution may not be so modified or amended in such manner as to:

- (i) Make any change in the maturity of Outstanding Subordinate Obligations.

(ii) Make any change in the rate of interest borne by any of Outstanding Subordinate Obligations.

(iii) Reduce the amount of the principal of, Accreted Value of or redemption premium, if any, payable on any Outstanding Subordinate Obligation.

(iv) Modify the terms of payment of principal of, Accreted Value of or interest, or of redemption premium, if any, of Outstanding Subordinate Obligations or any of them or impose any adverse conditions with respect to such payment.

(v) Affect the rights of the Owners of less than all of the Subordinate Obligations then Outstanding.

Whenever the City shall propose to amend or modify the Resolution, it shall cause notice of the proposed amendment to be mailed and set forth the nature of the proposed amendment.

Whenever at any time within one year from the mailing of said notice there shall be filed with the City Clerk an instrument or instruments executed by either all Subordinate Reserve Fund Guarantors and all Insurers and any Liquidity Providers both for such Subordinate Obligations or the Owners of at least 2/3rd in aggregate principal amount of the Current Interest Bonds and Accreted Value of Capital Appreciation Bonds of the applicable series of Subordinate Obligations, if the amendment affects only a series of Subordinate Obligations, at the time Outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Council may adopt such amendment and such amendment shall become effective.

If all Subordinate Reserve Fund Guarantors, all Insurers and any Liquidity Providers, both for such Subordinate Obligations, or the Owners of at least 2/3rd in aggregate principal amount of the current Interest Bonds and Accreted Value of Capital Appreciation Bonds of the applicable series of Subordinate Obligations, if the amendment affects only a series of Subordinate Obligations, at the time Outstanding, at the time of the adoption of such amendment or the predecessors in title of such Owners of the Subordinate Obligations, shall have consented to and approved the amendment as herein provided, no Owner of the Subordinate Obligations whether or not such Owner of the Subordinate Obligations shall have consented to or shall have revoked any consent, shall have any right or interest to object to the adoption of such amendment or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City or the Council from taking any action pursuant thereto.

Any consent given by the Owner of the Subordinate Obligations pursuant to the provisions of the Resolution shall be irrevocable for a period of six months from the date of mailing above provided for and shall be conclusive and binding upon all future owners of the same Subordinate Obligation during such period. Such consent may be revoked at any time after such six months' period by the Owner of the Subordinate Obligations who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk, but such revocation shall not be effective if the Owners of 2/3rd in aggregate principal amount of the Current Interest Bonds and Accreted Value of Capital Appreciation Bonds of the applicable series of Subordinate Obligations, if the amendment affects only a series of Subordinate Obligations, at the time Outstanding have, prior to the attempted revocation, consented to and approved such amendment.

2. Amendments Without Consent. Without the consent of, or notice to, any of the Owners, the City may, with the consent of the Insurer, Subordinate Reserve Fund Guarantor and Liquidity Provider, if any, of the applicable series of Subordinate Obligations, and the trustee of the applicable series of Subordinate Obligations, enter into resolutions supplemental to the Resolution as it relates to the Subordinate Obligations, and provided however, the resolutions supplemental to the Resolution do not adversely, materially affect the rights of the Owners of the Senior Bonds, which shall not, in the opinion of the City, be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(i) to cure any ambiguity, inconsistency or formal defect or omission in the Master Resolution;



(ii) to grant to or confer upon the Owners of the Subordinate Obligations any additional rights, remedies, powers or authority that lawfully may be granted to or conferred upon the Owners of the Subordinate Obligations;

(iii) to assign additional revenues under the Resolution;

(iv) to accept additional security and instruments and documents of further assurance with respect to the Subordinate Obligations;

(v) to add to the covenants, agreements and obligations of the City under the Resolution, other covenants, agreements and obligations to be observed for the protection of the Owners of the Subordinate Obligations, or to surrender or limit any right, power or authority reserved to or conferred upon the City in the Resolution, including without limitation, the limitation of rights of redemption so that in certain instances Subordinate Obligations of different series will be redeemed in some prescribed relationship to one another for the protection of the Owners of a particular series of Subordinate Obligations;

(vi) to make necessary or advisable amendments or additions in connection with the issuance of Subordinate Obligations in accordance with the Resolution as do not adversely affect the interests of Owners of outstanding Subordinate Obligations;

(vii) to permit the use of a book entry system to identify the owner of an interest in an obligation issued by the City under the Resolution, whether that obligation was formerly, or could, be evidenced by a tangible security;

(viii) to specify further the duties and responsibilities of, and to define further the relationship among, the City, any Insurer, Subordinate Reserve Fund Guarantor, the trustee of the applicable series of Subordinate Obligations all related to the Subordinate Obligations;

(ix) to achieve compliance of the Resolution with any applicable federal securities or tax law; and

(x) to permit any other amendment which, in the judgment of the City, is not to be prejudice of the City or the Owners of the Subordinate Obligations.

## Book-Entry-Only System

**This information concerning DTC and DTC's book-entry-only system has been obtained from DTC and the City takes 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 Obligations 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](http://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 Direct Participant or Indirect 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 Direct Participants and Indirect 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 Direct Participants 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 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 by the Trustee 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 Direct Participants and Indirect 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 Trustee or the City. 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 TRUSTEE, 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 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.

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# Form of Approving Legal Opinion

[Closing Date]

U.S. Bank Trust Company, National Association  
Phoenix, Arizona

Re: City of Goodyear, Arizona  
Subordinate Lien Water and Sewer Revenue Obligations,  
Series 2025

Ladies and Gentlemen:

We have examined the proceedings relating to the execution and delivery by U.S. Bank National Association (the “Trustee”) of \$54,920,000\* aggregate principal amount of Subordinate Lien Water and Sewer Revenue Obligations, Series 2025, dated February 6, 2025\* (the “*Series 2025 Obligations*”), pursuant to a Trust Agreement dated as of February 1, 2025\* (the “*2025 Trust Agreement*”), between the Trustee and the City of Goodyear, Arizona (the “City”). Each of the Series 2025 Obligations evidences a proportionate interest of the owners thereof in an Agreement dated as of February 1, 2025\* (the “*2025 Agreement*”), between the Trustee and the City, under which the City will make payments (the “*Payments*”) to the Trustee for the purpose of financing the construction and acquisition of various improvements and additions to the City’s water and sewer system (the “*System*”). The Payments under the 2025 Agreement are secured by a subordinate lien on and pledge of certain revenues of the System, net of the costs of operating and maintaining the System (the “*Net Revenues*”), as more fully described in the Master Resolution dated as of January 25, 1999, as thereafter amended and supplemented by that certain First Supplemental Resolution dated April 27, 2009, by that certain Second Supplemental Resolution dated December 7, 2009, by that certain Third Supplemental Resolution dated February 14, 2011, by that certain Fourth Supplemental Resolution dated March 28, 2016 (as corrected by that certain resolution dated May 9, 2016), by that certain Fifth Supplemental Resolution dated February 24, 2020, by that certain Sixth Supplemental Resolution dated February 24, 2020, by that certain Seventh Supplemental Resolution dated February 24, 2020, and by that Eighth Supplemental Resolution dated [November 18, 2024] (collectively the “*Authorizing Resolution*”) and the 2025 Trust Agreement. We have also examined a form of the Series 2025 Obligations.

Based upon such examination, we are of the opinion that, under the law existing on the date of this opinion:

1. The Series 2025 Obligations, Authorizing Resolution, 2025 Trust Agreement and 2025 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 2025 Agreement and the Series 2025 Obligations are payable from and are secured by a subordinate pledge of and lien on the Net Revenues on parity with the City’s: \$14,950,000 original aggregate principal amount of Subordinate Lien Water and Sewer Revenue Obligations, Series 2010; \$15,480,000 original aggregate principal amount of Subordinate Lien Water and Sewer Revenue Obligations, Series 2011; \$11,540,000 original aggregate principal amount of Subordinate Lien Water and Sewer Revenue and Refunding Obligations, Series 2016; \$77,530,000 original aggregate principal amount of Subordinate Lien Water and Sewer Revenue Obligations, Series 2020; \$12,290,000 original aggregate principal amount of Subordinate Lien Water and Sewer Revenue Obligations, Refunding Series 2020; \$13,540,000 original aggregate principal amount of Subordinate Lien Water and Sewer Revenue Obligations, Taxable Refunding Series 2020; and \$30,950,000 original aggregate principal amount of Subordinate Lien Water and Sewer Revenue Obligations, Second Series 2020 (collectively, the “*Parity Obligations*”). Such pledge and lien are subordinate to the pledge of and lien on the Net Revenues for the payment of the City’s water and sewer revenue bonds and other obligations secured by a senior pledge of and lien on the Net Revenues, whether now outstanding or hereafter incurred. Additional obligations may be issued in the future on a parity with the Series 2025 Obligations and the Parity Obligations.

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\* Subject to change.



3. Under existing laws, regulations, rulings and judicial decisions, the portion of each Payment made by the City under the 2025 Agreement and denominated as and comprising interest pursuant to the 2025 Agreement and received by the owners of the Series 2025 Obligations is excluded 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; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code (as defined herein)) for the purpose of computing the alternative minimum tax imposed on corporations for tax years beginning after December 31, 2022. The Series 2025 Agreement and the Series 2025 Obligations 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 either the Series 2025 Agreement or the Series 2025 Obligations.

The Code imposes various restrictions, conditions and requirements relating to the continued exclusion of interest income on the 2025 Agreement received by the owners of the Series 2025 Obligations 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 2025 Agreement received by the owners of the Series 2025 Obligations. Failure to comply with such restrictions, conditions and requirements could result in the interest income on the 2025 Agreement received by the owners of the Series 2025 Obligations 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 interest income on the 2025 Agreement received by the owners of the Series 2025 Obligations. For purposes of this opinion, we have assumed continuing compliance by the City with such restrictions, conditions and requirements.

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, including, without limitation, those with respect to causing interest on the Series 2025 Obligations to be and remain excluded from gross income for federal income tax purposes.

GUST ROSENFELD P.L.C.

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**Form of Continuing Disclosure Certificate****\$54,920,000\***

**CITY OF GOODYEAR, ARIZONA  
SUBORDINATE LIEN WATER AND SEWER REVENUE OBLIGATIONS,  
SERIES 2025  
(CUSIP BASE NUMBER 382900)**

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**CONTINUING DISCLOSURE CERTIFICATE**

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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 [\$\_\_\_\_\_] aggregate principal amount of Subordinate Lien Water and Sewer Revenue Obligations, Series 2025 (the “*Obligations*”). The Obligations are being executed and delivered pursuant to a Trust Agreement, dated as of [February] 1, 2025 (the “*Trust Agreement*”), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the “*Trustee*”). In consideration of the initial execution and delivery of the Obligations, the City covenants and agrees as follows:

**Section 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the City for the benefit of the Beneficial Owners (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.

“*Beneficial Owner*” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Obligations (including persons holding Obligations through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Obligations for federal income tax purposes.

“*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 Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

“*Financial Obligation*” shall mean (a) a debt obligation; (b) 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 (c) a guarantee of (a) or (b), except that “*Financial Obligation*” does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“*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.

“*Official Statement*” shall mean the final official statement dated [\_\_\_\_\_, 2025] relating to the

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\* Subject to change.

Obligations.

“*Participating Underwriter*” shall mean any of the original underwriters of the Obligations required to comply with the Rule in connection with the 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 securities law counsel as may be selected by the City.

### **Section 3. Provision of Annual Reports.**

(a) Commencing February 1, 2026, 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 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 Appendix C and the table “Combined Schedules of Net Revenues and Debt Service Coverage” in the Official Statement.

(C) In the event of an amendment pursuant to Section 8 of this Disclosure Certificate 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. 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 Beneficial Owners, if material;
- (viii) Obligation 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 Beneficial Owners, 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 (a) if the City shall no longer have liability for any obligation on or relating to repayment of the Obligations under the Trust Agreement, or (b) upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action. If termination pursuant to (a) occurs prior to the final payment date of the Obligations, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(a).

**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 Beneficial Owners, 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.** 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 Beneficial Owner 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 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 or Special Counsel.

**Section 13. Undertaking Payable from Net Revenues.** The City's undertaking to provide information under this Disclosure Certificate is payable solely from Net Revenues of the System (as such terms are defined in the Official Statement) to cover the costs of preparing and sending the Annual Report and notices of Listed Events to EMMA. Until payment of the Obligations, no receipts segregated or collected for the purpose of paying the

principal of and interest and redemption charges on bonds or obligations and other lawful long-term obligations issued or incurred for a specific capital purpose shall be subject to the provisions of Arizona Revised Statutes, Title 42, Chapter 17, the State of Arizona budget law.

**Section 14. Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Beneficial Owner, 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: [\_\_\_\_\_, 2025].

**CITY OF GOODYEAR, ARIZONA**

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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 Issue: [\$ \_\_\_\_\_] Subordinate Lien Water and Sewer Revenue Obligations, Series 2025  
Dated Date of Obligations: [\_\_\_\_\_, 2025] Base CUSIP: 382900

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 [\_\_\_\_\_, 2025]. 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: [\$ \_\_\_\_\_] Subordinate Lien Water and Sewer Revenue Obligations, Series 2025  
Dated Date of Obligations: [\_\_\_\_\_, 2025] Base CUSIP: 382900

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 [\_\_\_\_\_, 2025] 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 to Continuing Disclosure Certificate]

## **APPENDIX I**

**[Specimen Municipal Bond Insurance Policy]**



[Back cover logo]

\$\_\_\_\_,000  
**CITY OF GOODYEAR, ARIZONA**  
**SUBORDINATE LIEN WATER AND SEWER REVENUE OBLIGATIONS,**  
**SERIES 2025**

**OBLIGATION PURCHASE AGREEMENT**

January \_\_, 2025

Mayor and Council  
City of Goodyear, Arizona  
1900 N. Civic Square  
Goodyear, Arizona 85395

Ladies and Gentlemen:

The undersigned Stifel, Nicolaus & Company, Incorporated (the “Underwriter”) hereby offers to enter into this Obligation Purchase Agreement (this “Obligation Purchase Agreement”) with the City of Goodyear, Arizona (the “Issuer”), a municipal corporation duly organized and validly existing under and pursuant to the laws of the State of Arizona (the “State” or “Arizona”), whereby the Underwriter will purchase and the Issuer will sell the Obligations (as defined herein). The Underwriter is making this offer subject to the acceptance by the Issuer at or before 11:59 P.M., Arizona Time, on the date hereof. If the Issuer accepts this Obligation Purchase Agreement, this Obligation Purchase Agreement shall be in full force and effect in accordance with its terms and shall bind both the Issuer and the Underwriter. The Underwriter may withdraw this Obligation Purchase Agreement upon written notice delivered by the Underwriter to the Issuer at any time before the Issuer accepts this Obligation Purchase Agreement.

1. PURCHASE AND SALE.

(a) Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to cause U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), to execute, sell and deliver to the Underwriter, all (but not less than all) of the \$\_\_\_\_,000 aggregate principal amount of “City of Goodyear, Arizona Subordinate Lien Water and Sewer Revenue Obligations, Series 2025” (the “Obligations”), at the purchase price of \$\_\_\_\_\_, representing the aggregate principal amount of the Obligations less an Underwriter’s discount of \$\_\_\_\_\_ plus [net] original issue premium of \$\_\_\_\_\_. [For convenience, the Underwriter shall pay by the Closing (as defined herein), on behalf of the Issuer, \$\_\_\_\_\_ from the proceeds of the Obligations to the Insurer (as defined herein) as payment of the premium for the Policies (as defined herein).] The Underwriter intends to make an

initial bona fide public offering of the Obligations at a price or prices (or at a yield or yields) described in the Schedule attached hereto; provided, however, the Underwriter reserves the right to change such initial public offering prices (or yields) as the Underwriter deems necessary or desirable, in its sole discretion, in connection with the marketing of the Obligations (but in all cases subject to the requirements of Section 4 hereof), and may offer and sell the Obligations to certain dealers, unit investment trusts and money market funds, certain of which may be sponsored or managed by the Underwriter at prices lower than the public offering prices (or yields greater than the yields) set forth therein (but in all cases subject to the requirements of Section 4 hereof).

(b) The Issuer acknowledges and agrees that with respect to the transaction contemplated hereby: (i) the Underwriter is not acting as a municipal advisor within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended (the “Exchange Act”); (ii) the primary role of the Underwriter, as underwriter, is to purchase securities, for resale to investors, in an arm’s length commercial transaction between the Issuer and the Underwriter and the Underwriter has financial and other interests that differ from those of the Issuer; (iii) the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iv) the only obligations the Underwriter has to the Issuer expressly are set forth in this Obligation Purchase Agreement; and (v) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate.

## 2. DESCRIPTION AND PURPOSE OF THE OBLIGATIONS.

(a) The Obligations have been authorized pursuant to Resolution No. 99-662 adopted by the Mayor and Council of the Issuer on January 25, 1999, as supplemented to date, including by the Eighth Supplemental Resolution adopted by the Mayor and Council of the Issuer on November 18, 2024 (Resolution No. 99-662, as so supplemented, collectively, the “Resolution”). The Obligations shall be dated the date of delivery and executed and delivered and secured under and pursuant to the Trust Agreement, to be dated as of February 1, 2025 (the “Trust Agreement”), by and between the Issuer and the Trustee. The Obligations represent undivided proportionate interests in the payments (each a “Payment,” and collectively, the “Payments”) to be made by the Issuer pursuant to the Agreement, to be dated as of February 1, 2025 (the “Agreement”), by and between the Issuer and the Trustee. The Payments will be secured by the Net Revenues (as defined in the Resolution) as described in the Agreement.

(b) The proceeds of the sale of the Obligations will be used to (i) pay the costs of the Project (as defined in the Trust Agreement), and (ii) pay certain costs of execution and delivery of the Obligations[, including the premiums for the Policies].

(c) The Obligations shall mature in the years, bear interest, produce the yields or prices and be subject to redemption at the times and in the amounts, all as set forth in the Schedule attached hereto. The terms of the Obligations shall be otherwise as described in the Trust Agreement.

3. DELIVERY OF THE OFFICIAL STATEMENT AND OTHER DOCUMENTS.

(a) The Issuer has approved and delivered or caused to be delivered to the Underwriter copies of the Preliminary Official Statement dated January \_\_, 2025, which, including the cover page, the inside front cover page and all appendices thereto, is herein referred to as the “Preliminary Official Statement.” It is acknowledged by the Issuer that the Underwriter may deliver the Preliminary Official Statement and a final Official Statement (as defined herein) electronically over the internet and in printed paper form. The Issuer deems the Preliminary Official Statement final as of its date and as of the date hereof for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), except for any information which is permitted to be omitted therefrom in accordance with paragraph (b)(1) of Rule 15c212.

(b) Within seven (7) business days from the date hereof, and in any event not later than the Closing Date (as defined herein), the Issuer shall deliver to the Underwriter a final Official Statement relating to the Obligations dated the date hereof (such Official Statement, including the cover page, the inside front cover page and all appendices attached thereto, together with all information previously permitted to have been omitted by Rule 15c2-12 and any amendments or supplements and statements incorporated by reference therein or attached thereto, as have been approved by the Issuer, Special Counsel (as defined herein) and the Underwriter, is referred to herein as the “Official Statement”) and such additional conformed copies thereof as the Underwriter may reasonably request in sufficient quantities to comply with Rule 15c212, rules of the Municipal Securities Rulemaking Board (the “MSRB”) and to meet potential customer requests for copies of the Official Statement. The Underwriter agrees to file a copy of the Official Statement, including any amendments or supplements thereto prepared by the Issuer, with the MSRB on its Electronic Municipal Market Access system, if required by MSRB Rule G-32. The Official Statement shall be executed by and on behalf of the Issuer by an authorized officer of the Issuer. The Official Statement shall be in substantially the same form as the Preliminary Official Statement and, other than information previously permitted to have been omitted by Rule 15c2-12, the Issuer shall only make such other additions, deletions and revisions in the Official Statement which are approved by the Underwriter. The Issuer hereby agrees to deliver to the Underwriter an electronic copy of the Official Statement in a form that permits the Underwriter to satisfy its obligations under the rules and regulations of the MSRB and the U.S. Securities and Exchange Commission (the “SEC”) including in a word-searchable pdf format including any amendments thereto. The Issuer hereby ratifies, confirms and consents to and approves the use and distribution by the Underwriter before the date hereof of the Preliminary Official Statement and hereby authorizes and consents to the use by the Underwriter of the Official Statement in connection with the public offering and sale of the Obligations.

(c) In order to assist the Underwriter in complying with Rule 15c2-12, the Issuer will undertake, pursuant to the Continuing Disclosure Certificate, to be dated the Closing Date (the “Undertaking”), of the Issuer, to provide annual financial information and notices of the occurrence of specified events. A description of the Undertaking is set forth in, and a form of such undertaking is attached as APPENDIX H - “FORM OF CONTINUING DISCLOSURE CERTIFICATE” to, the Preliminary Official Statement and the Official Statement.

4. ESTABLISHMENT OF ISSUE PRICE.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Obligations and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, substantially in the form of Exhibit A attached hereto, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Special Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Obligations.

(b) [Except for the maturities set forth in the Schedule attached hereto,] the Issuer represents that it will treat the first price at which 10% of each maturity of the Obligations (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Obligation Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which the Underwriter has sold to the public each maturity of Obligations. [If at that time the 10% test has not been satisfied as to any maturity of the Obligations, the Underwriter agrees to promptly report to the Issuer the prices at which Obligations of that maturity have been sold by the Underwriter to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Obligations of that maturity have been sold or (ii) the 10% test has been satisfied as to the Obligations of that maturity, provided that, the Underwriter’s reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, the Issuer or Special Counsel.] For purposes of this Section, if Obligations 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 Obligations.

[(c) The Underwriter confirms that the Underwriter has offered the Obligations to the public on or before the date of this Obligation 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 Obligation Purchase Agreement, the maturities, if any, of the Obligations for which the 10% Test has not been satisfied and for which the Issuer and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the Issuer 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 Obligations, the Underwriter will neither offer nor sell unsold Obligations 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 Obligations to the public at a price that is no higher than the initial offering price to the public.]

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Obligations to the public at a price that is no higher than the initial offering price to the public.



[(c)][(d)]

The Underwriter confirms that:

- (i) any selling group agreement and each third-party distribution agreement relating to the initial sale of the Obligations 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:
  - (A) (i) to report the prices at which it sells to the public the unsold Obligations of each maturity allocated to it until either all Obligations 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 Obligations of that maturity, provided that, the reporting obligation after the Closing Date 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, in each case if and for so long as directed by the Underwriter,
  - (B) to promptly notify the Underwriter of any sales of Obligations that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Obligations to the public (each such term being used as defined below), and
  - (C) 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 Obligations 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 Obligations 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 Obligations of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Obligations 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 Obligations of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or dealer and (B) comply with the hold-the-offering-price rule, if applicable, in

each case if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

~~[(d)]~~[(e)] The Issuer 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 Obligations 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 Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations, 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 Obligations 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 Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer 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 Obligations, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Obligations.

[(e)]~~[(f)]~~ The Underwriter acknowledges that sales of any Obligations to any person that is a related party to an underwriter participating in the initial sale of the Obligations 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 to an underwriter,
- (ii) “underwriter” means (A) 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 Obligations 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 Obligations 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 Obligations to the public),
- (iii) a purchaser of any of the Obligations is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 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 Obligation Purchase Agreement by all parties.

[[f)/(g)] Notwithstanding anything herein to the contrary, any reporting obligation with respect to maturities subject to the hold-the-offering-price rule will terminate at the end of the Holding Period (as defined in the form of Issue Price Certificate attached as Exhibit A hereto) even if such date is prior to the Closing Date.]

5. ISSUER’S REPRESENTATIONS. The Issuer represents to and agrees with the Underwriter that:

(a) The Issuer is duly organized and validly existing, with full legal right, power and authority to cause the sale, execution and delivery of the Obligations to the Underwriter pursuant to the Resolution and the Trust Agreement, to operate the System (as defined in the Resolution), to pledge the Net Revenues pursuant to the Agreement and to execute, deliver and perform its obligations, as the case may be, under this Obligation Purchase Agreement, the Agreement, the Trust Agreement, the Undertaking (collectively, the “Issuer Documents”), and the Obligations, and to perform and consummate all obligations and transactions required or contemplated by each of the Issuer Documents and the Official Statement.

(b) The Resolution approving and authorizing the execution and delivery by the Issuer of the Issuer Documents and the offering, sale, execution and delivery of the Obligations upon the terms set forth herein and in the Official Statement, was duly adopted at a meeting of the Mayor and Council of the Issuer called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and is in full force and effect and has not been amended or repealed.

(c) The Issuer Documents and the Obligations conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement, and the Obligations, when duly executed and authenticated in accordance with the Trust Agreement and delivered to the Underwriter as provided herein, will be validly issued and outstanding obligations of the Issuer, entitled to the benefits of the Agreement and the Trust Agreement and secured by a legally valid and binding pledge and lien on, and payable from, the Net Revenues as described in the Agreement, subject to applicable Creditors’ Rights Laws (as defined herein).

(d) The Issuer has executed and delivered, or will execute and deliver on or before the Closing Date, each of the Issuer Documents. Each of the Issuer Documents constitutes, or will, as of the Closing Date, constitute, a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms, except as the enforceability of thereof 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”). Each of the Issuer Documents has been executed and delivered, or will be executed and delivered on or before the Closing Date, by each respective signatory and is currently in full force and effect or, as of the Closing Date, will be in full force and effect.

(e) The Issuer is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the United States or any agency or instrumentality of either, or of any other governmental agency, or any Material Judgment or Agreement (as defined herein), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any Material Judgment or Agreement; and the adoption of the Resolution, the sale and execution and delivery of the Obligations and the execution and delivery of the Issuer Documents and compliance with and performance of the Issuer’s obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any such constitutional provision, law, administrative regulation or any Material Judgment or Agreement, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer (except as described in or contemplated by the Issuer Documents and the Official Statement) or under the terms of any such law, administrative regulation or Material Judgment or Agreement. As used herein, the term “Material Judgment or Agreement” means any judgment or decree or any loan agreement, indenture, bond, note or resolution or any material agreement or other instrument to which the Issuer is a party or to which the Issuer or any of its property or assets is otherwise subject (including, without limitation, the Resolution and the Issuer Documents).

(f) All approvals, consents and orders of any governmental authority, board, agency, council, commission or other body 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 Issuer of its obligations hereunder and under the Issuer Documents have been obtained; provided, that the Issuer makes no representations as to any approvals, consents or other actions which may be necessary to qualify the Obligations for offer and sale under Blue Sky or other state securities laws or regulations.

(g) Any certificates executed by any officer of the Issuer and delivered to the Underwriter pursuant hereto or in connection herewith shall be deemed a representation and warranty of the Issuer as to the accuracy of the statements therein made and as to the authority of the representative to deliver such certificates and make such representation.

(h) Between the date hereof and the time of the Closing and to the extent it may legally agree to do so pursuant to applicable law, the Issuer shall not, without the prior written consent of the Underwriter, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or incur any material liabilities, direct or contingent, except in the course of normal business operations of the Issuer or except for such borrowings as may be described in or contemplated by the Official Statement.

(i) The financial statements of the Issuer as of June 30, [2023], fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth. Except as disclosed in the Official Statement or otherwise disclosed in writing to the Underwriter, there has not been any materially adverse change in the financial condition of the Issuer or in its operations since June 30, [2023], and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(j) Except for information which is permitted to be omitted pursuant to Rule 15c2-12, the information contained in the Preliminary Official Statement (excluding therefrom any information regarding DTC (as defined herein) [or the Insurer] and the information under the heading “UNDERWRITING,” as to which no representations or warranties are made), as of its date and as of the date hereof was and is true and correct in all material respects and did not and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(k) The Official Statement is, as of its date and at all times after the date of the Official Statement (excluding therefrom any information regarding DTC [or the Insurer] and the information under the heading “UNDERWRITING,” as to which no representations or warranties are made) up to and including the Closing Date will be, true and correct in all material respects and will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended) at all times subsequent thereto up to and including that date that is 25 days from the “end of the underwriting period” as defined in Rule 15c2-12 (unless the Underwriter notifies the Issuer by the Closing Date of an unsold balance, in which case the “underwriting period” shall be deemed to end on the Closing Date), the Official Statement as so supplemented or amended will be true and correct in all material respects and will not contain any untrue statement of a material fact or 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.

(m) If between the date of the Official Statement and the Closing any event shall occur which might or would cause the information contained in the Official Statement, as then 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 light of the circumstances under which they were made, not misleading, the Issuer shall notify the Underwriter thereof, and if, in the opinion of the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Issuer shall promptly (and in any event before the Closing) prepare and furnish (at the expense of the Issuer) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Underwriter.



(n) Except as described in the Preliminary Official Statement and Official Statement, no litigation, proceeding or official investigation of any governmental or judicial body is pending against the Issuer or against any other party of which the Issuer has notice or, to the knowledge of the Issuer, threatened against the Issuer: (i) seeking to restrain or enjoin the sale or execution and delivery of any of the Obligations, or the levy, collection, pledge and/or payment, as applicable, of the Net Revenues as described in the Agreement; (ii) in any way contesting or affecting any authority for the execution and delivery of the Obligations or the validity or binding effect of any of the Issuer Documents; (iii) which is in any way contesting the creation, existence, powers or jurisdiction of the Issuer or the validity or effect of the Resolution or any provision thereof or the application of the proceeds of the Obligations; (iv) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto; or (v) which, if adversely determined, could materially adversely affect the financial position or operating condition of the Issuer or the transactions contemplated by the Preliminary Official Statement and Official Statement or any of the Issuer Documents. The Issuer shall advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Preliminary Official Statement or the Official Statement in connection with the offering, sale or distribution of the Obligations.

(o) Except as described in the Official Statement, during the last five years, the Issuer has not failed to materially comply with any previous undertaking relating to continuing disclosure of information pursuant to Rule 15c2-12.

(p) Except as described in the Official Statement, the Issuer, to the best of its knowledge, has never been and is not in default in the payment of principal of, premium, if any, or interest on, or otherwise is not nor has it been in default with respect to, any bonds, notes, or other obligations which it has issued, assumed or guaranteed as to payment of principal, premium, if any, or interest.

(q) The Issuer has not granted a lien on, made a pledge of or agreed to apply the Net Revenues and other moneys payable pursuant to the Agreement except as provided or permitted in the Agreement or as described in the Official Statement.

All representations, warranties and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by the Underwriter or on the Underwriter's behalf, and shall survive the delivery of the Obligations.

6. UNDERWRITER'S REPRESENTATIONS. The Underwriter represents to and agrees with the Issuer that the Underwriter and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, or for the duration of this Obligation 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.

7. CLOSING. 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 at 8:00 A.M., Arizona Time, on February \_\_, 2025, or at such other time or date as the Underwriter and the Issuer may mutually agree upon as the date and time of the Closing (the “Closing Date”), the Issuer will cause to be delivered to the Underwriter, at the offices of Gust Rosenfeld, P.L.C. (“Special Counsel”), or at such other place as the Underwriter and the Issuer may mutually agree upon, the Obligations, through the facilities of The Depository Trust Company, New York, New York (“DTC”), duly executed and authenticated, and the other documents specified in Section 8. At the Closing, (i) upon satisfaction of the conditions herein specified, the Underwriter shall accept the delivery of the Obligations, and pay the purchase price therefor in federal funds payable to the order of the Trustee for the account of the Issuer, and (ii) the Issuer shall deliver or cause to be delivered the Obligations to the Underwriter through the facilities of DTC in definitive or temporary form, duly executed by the Issuer and in the authorized denominations as specified by the Underwriter at the Closing and the Issuer shall deliver the other documents hereinafter mentioned. The Obligations shall be made available to the Underwriter at least one (1) business day before the Closing Date for purposes of inspection.

8. CONDITIONS PRECEDENT. The Underwriter has entered into this Obligation Purchase Agreement in reliance upon the representations and agreements of the Issuer contained herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the Closing Date. The Underwriter’s obligations under this Obligation Purchase Agreement are and shall be subject to the following additional conditions:

(a) The representations and agreements of the Issuer contained herein shall be true, complete and correct in all material respects on the date of acceptance hereof and on and as of the Closing Date.

(b) At the time of the Closing, the Official Statement, the Resolution, the Obligations and the Issuer Documents 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.

(c) The Issuer shall perform or have performed all of its obligations required under or specified in the Resolution, the Obligations, the Issuer Documents and the Official Statement to be performed at or prior to the Closing.

(d) The Issuer shall have delivered to the Underwriter the Official Statement by the time, and in the numbers, required by Section 3 of this Obligation Purchase Agreement.

(e) As of the date hereof and at the time of Closing, all necessary official action of the Issuer relating to the Obligations, the Issuer Documents and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(f) After the date hereof, up to and including the time of the Closing, there shall not have occurred any change in or particularly affecting the Issuer, the Resolution, the Obligations, the Issuer Documents and the Net Revenues as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable professional judgment of the Underwriter materially impairs the investment quality of the Obligations.

(g) At or prior to the Closing, the Underwriter shall receive the transcript of proceedings of the Issuer relating to the execution and delivery of the Obligations, including, but not limited to, the following documents (in each case with only such changes as the Underwriter shall approve):

- (i) The approving opinion of Special Counsel relating to the Obligations, dated the Closing Date, substantially in the form attached as Appendix G to the Official Statement, and, if not otherwise directly addressed to the Underwriter, a reliance letter with respect thereto addressed to the Underwriter;
- (ii) The supplemental opinion of Special Counsel, addressed to the Underwriter, dated the Closing Date, and substantially in the form of Exhibit B attached hereto;
- (iii) The opinion of counsel to the Issuer, addressed to the Underwriter and Special Counsel, dated the Closing Date, and substantially in the form of Exhibit C attached hereto;
- (iv) The opinion of Greenberg Traurig, LLP, counsel to the Underwriter, dated the date of the Closing and addressed to the Underwriter, and covering such matters as the Underwriter may reasonably request;
- (v) A certificate, dated the Closing Date, signed by the Finance Director of the Issuer to the effect that: (a) the representations and agreements of the Issuer contained herein are true and correct in all material respects as of the date of the Closing; (b) the Obligations and the Issuer Documents have been duly authorized and executed and are in full force and effect; (c) except as described in the Preliminary Official Statement and the Official Statement, no litigation is pending or, to his or her knowledge, threatened (i) seeking to restrain or enjoin the execution and delivery of the Obligations, (ii) in any way contesting or affecting any authority for the execution and delivery of the Obligations, the validity of the Obligations, the Resolution or any Issuer Document, the operation of the System or the levy, collection and pledge, as applicable, of the Net Revenues imposed and levied or to be imposed and levied to pay all the Payments, or the imposition thereof, (iii) in any way contesting the creation, existence or powers of the Issuer or the application of the proceeds of the Obligations, or (iv) which, if adversely determined, could materially adversely affect the financial

position or operating condition of the Issuer or the System or the transactions contemplated by the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, or the Obligations or any Issuer Document; (d) 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 issue the Obligations has been filed with or received by such authorized officer; (e) the Preliminary Official Statement, as of its date and as of the date hereof, and the Official Statement, as of its date and as of the Closing Date, are true and correct in all material respects and do not contain any untrue statement of a material fact or 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, except no review has been made of any information in the Preliminary Official Statement or the Official Statement regarding DTC [or the Insurer] and the information under the heading “UNDERWRITING”; (f) the financial statements of the Issuer as of June 30, [2023], fairly represent the receipts, expenditures, assets, liabilities and cash balances of such amounts and, insofar as presented, other funds of the Issuer as of the dates and for the periods therein set forth; (g) except as disclosed in the Preliminary Official Statement and the Official Statement, since June 30, [2023], no materially adverse change has occurred, or any development involving a prospective material change, in the financial position or results of operations of the Issuer or the System and the Issuer has not incurred since June 30, [2023], any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Preliminary Official Statement and the Official Statement; and (h) the Issuer 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;

- (vi) A certificate, dated the Closing Date, signed by an authorized officer of the Trustee to the effect that: (a) the Trustee is a national banking association organized and existing under and by virtue of the laws of the United States, having the full power and being qualified to enter into and perform its duties under the Agreement and the Trust Agreement (together for purposes of this paragraph, the “Trustee Documents”) and to authenticate, execute and deliver the Obligations to the Underwriter; (b) the Trustee is duly authorized to enter into the Trustee Documents and to authenticate, execute and deliver the Obligations to the Underwriter pursuant to the Trust Agreement; (c) when delivered to and paid for by the Underwriter at the Closing, the Obligations will have been duly authenticated, executed and delivered by the Trustee; (d) the execution and delivery of the Trustee Documents and compliance with the

provisions on the Trustee's part contained therein, will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, loan agreement, indenture, note, resolution, agreement or other instrument to which the Trustee is a party or is otherwise subject (except that no representation, warranty or agreement is made with respect to any federal or state securities or Blue Sky laws or regulations), which conflict, breach or default would materially impair the ability of the Trustee to perform its obligations under the Trustee Documents, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or assets held by the Trustee pursuant to the lien created by the Trustee Documents under the terms of any such law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument, except as provided by the Trustee Documents; and (e) to the best knowledge of the Trustee, it has not been served with any action, suit, proceeding, inquiry or investigation in law or in equity, before or by any court, governmental agency, public board or body, nor is any such action or other proceeding threatened against the Trustee, affecting the existence of the Trustee, or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the execution and delivery of the Obligations or the collection of revenues to be applied to pay the principal and interest with respect to the Obligations, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Trustee Documents, or contesting the powers of the Trustee or its authority to enter into, adopt or perform its obligations under any of the foregoing to which it is a party, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Trustee Documents or the power and authority of the Trustee to enter into and perform its duties under the Trustee Documents and to authenticate, execute and deliver the Obligations to or upon the order of the Underwriter;

- (vii) Executed or certified copies of each of the Issuer Documents;
- (viii) A tax certificate of the Issuer, in form satisfactory to Special Counsel, executed by such officials of the Issuer as shall be satisfactory to the Underwriter;
- (ix) A certified copy of the Resolution;
- (x) Specimen Obligations;



- (xi) A counterpart original of the Official Statement manually executed on behalf of the Issuer by an authorized officer of the Issuer;
- (xii) [Evidence satisfactory to the Underwriter that \_\_\_\_\_ (the “Insurer”) has issued its municipal bond debt service reserve insurance policy for the Obligations (the “Reserve Policy”), and its municipal bond insurance policy for the Obligations (the “Insurance Policy” and, together with the Reserve Policy, the “Policies”) as well as appropriate opinions and certificates from the Insurer relating to the Policies];
- (xiii) Evidence satisfactory to the Underwriter that Standard & Poor’s Financial Services LLC [(“S&P”) has issued a rating for the Obligations of “AA” based on issuance of the Insurance Policy and that S&P] and Moody’s Investors Service, Inc. have issued [underlying] ratings for the Obligations of “\_” and “\_”, respectively (collectively, the “Ratings”), and that the Ratings are then in effect;
- (xiv) Evidence that the Issuer has caused or will cause to be filed the Report of Bond and Security Issuance Pursuant to Section 35-501(B), Arizona Revised Statutes;
- (xv) Evidence that a Form 8038G relating to the Obligations has been executed by the Issuer and will be filed with the Internal Revenue Service within the applicable time limit;
- (xvi) A copy of the Issuer’s executed Blanket Letter of Representation to DTC; and
- (xvii) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter, counsel to the Underwriter or Special Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the Issuer herein contained and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

9. TERMINATION. If the Issuer shall be unable to satisfy the conditions of the Underwriter’s obligations contained in this Obligation Purchase Agreement or if the Underwriter’s obligations shall be terminated for any reason permitted by this Obligation Purchase Agreement, this Obligation Purchase Agreement may be cancelled by the Underwriter at, or at any time before, the time of the Closing. Notice of such cancellation shall be given by the Underwriter to the Issuer in writing, or by telephone confirmed in writing. The performance by the Issuer of any and all

conditions contained in this Obligation Purchase Agreement for the benefit of the Underwriter maybe waived by the Underwriter.

(a) The Underwriter shall also have the right, before the time of Closing, to cancel its obligations to purchase the Obligations, by written notice (or by telephone confirmed in writing) by the Underwriter to the Issuer, if between the date hereof and the time of Closing, in the Underwriter's sole and reasonable judgment any of the following events shall occur (each hereinafter referred to as a "Termination Event"):

- (i) 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:
  - (A) 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 Obligations; or
  - (B) there shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or
  - (C) 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
  - (D) 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, the Resolution or the Issuer Documents, or any comparable securities of the Issuer, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended (the "Securities Act") or Trust Indenture Act of 1939, as amended (the "Trust Indenture Act") or otherwise, or would be in violation of any provision of the federal securities laws; or

- (E) except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the Issuer shall have occurred; or
- (F) any rating on securities of the Issuer secured by a pledge of the Net Revenues on a parity with the pledge of such amounts to be made for the Payments 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 Official Statement (other than any statement provided by the Underwriter) or is not reflected in the 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 Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the 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 offering, sale or execution and delivery of the Obligations, including the underlying obligations as contemplated by this Obligation Purchase Agreement or by the Official Statement, or any document relating to the offering, sale or execution and delivery of the Obligations, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Trust Indenture Act.

Upon the occurrence of a Termination Event and the termination of this Obligation Purchase Agreement by the Underwriter, all obligations of the Issuer and the Underwriter under this Obligation Purchase Agreement shall terminate, without further liability.

10. AMENDMENTS TO OFFICIAL STATEMENT. During the period commencing on the date of the Official Statement and ending twenty-five (25) days from the “end of the underwriting period” (as defined in Rule 15c2-12) the Issuer shall advise the Underwriter if any event relating to or affecting the Official Statement shall occur as a result of which it may be necessary or appropriate to amend or supplement the Official Statement in order to make the Official Statement not misleading in light of the circumstances existing at the time it is delivered to a purchaser or “potential customer” (as defined for purposes of Rule 15c2-12). If the Official Statement is supplemented or amended, at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including that date that is 25 days from the end of the underwriting period, the Official Statement as supplemented or amended will not contain any untrue statement of a material fact or omit to state any 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 and shall amend or supplement the Official Statement (in form and substance satisfactory to counsel to the Underwriter) so that the Official Statement will not contain any untrue statement of a material fact 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. The expenses of preparing such amendment or supplement shall be borne by the Issuer. For the purpose

of this Section, the Issuer will furnish to the Underwriter such information with respect to itself as the Underwriter may from time to time reasonably request.

11. EXPENSES.

(a) Whether or not the Obligations are sold to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the Issuer's obligations hereunder. If the Obligations are delivered by the Issuer to the Underwriter, the Issuer shall pay, from the proceeds of the Obligations or from other funds of the Issuer, the following expenses: (i) the cost of preparing, duplicating or printing, mailing and delivering the Issuer Documents, including the cost of electronically distributing the Preliminary Official Statement and the Official Statement and any amendment or supplement of either; (ii) the cost of preparation and printing of the definitive Obligations; (iii) the fees and expenses of the Issuer, the Trustee, Special Counsel, counsel to the Underwriter and any entity performing continuing disclosure compliance research or providing continuing disclosure compliance reports and any other experts or consultants retained by the Issuer; (iv) the charges of any rating agency with respect to the Obligations; (v) reimbursement to the Underwriter for payment of any fees and expenses reasonably incurred in connection with the initial offering, sale and delivery of the Obligations, including but not limited to industry fees (e.g., DTC, DAC, IPREO, CUSIP and Day Loan fees) only if the Issuer and Underwriter have previously discussed and approved the allocation of proceeds towards these fees, and meal and travel expenses of Issuer personnel, but not including entertainment expenses or those to be paid by the Underwriter pursuant to the last paragraph of this Section 11, and (vi) all other fees and expenses, not including entertainment expenses, reasonably incurred in connection with the preparation of the Issuer Documents and/or the initial offering, sale and delivery of the Obligations[, including for the Policies]. The Issuer has authorized, and does hereby authorize, the Underwriter to pay certain of such expenses on behalf of the Issuer from proceeds of the Obligations at Closing as further described in the closing memorandum relating to the Obligations.

(b) If the Obligations are sold to the Underwriter by the Issuer, the Issuer shall pay out of the proceeds of the Obligations the discount of the Underwriter or the purchase price paid for the Obligations shall reflect such discount.

(c) Except as otherwise provided in this Section 11, the Underwriter shall pay the cost, if any, of qualifying the Obligations for sale in the various states chosen by the Underwriter, all advertising expenses in connection with the public offering of the Obligations and all other expenses incurred by it in connection with its public offering and distribution of the Obligations, not described above.

12. USE OF DOCUMENTS. The Issuer hereby authorizes the Underwriter to use, in connection with the public offering and sale of the Obligations, this Obligation Purchase Agreement, the Preliminary Official Statement, the Official Statement and the Issuer Documents, and the information contained herein and therein.



13. QUALIFICATION OF SECURITIES. The Issuer will 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 designate and to provide for the continuance of such qualification; provided, however, that the Issuer will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any state.

14. NOTICES. Any notice or other communication to be given to the Issuer under this Obligation Purchase Agreement may be given by delivering the same in writing to City of Goodyear, Arizona, 1900 N. Civic Square, Goodyear, Arizona 85395, Attention: Finance Director, and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to the following address:

Stifel, Nicolaus & Company, Incorporated  
Suite 300  
2801 East Camelback Road  
Phoenix, Arizona 85016  
Attention: Grant Hamill, Managing Director

15. BENEFIT. This Obligation Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including their successors or assigns), and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. Except as otherwise expressly provided herein, all of the agreements and representations of the Issuer contained in this Obligation Purchase Agreement and in any certificates delivered pursuant hereto shall remain operative and in full force and effect regardless of: (i) any investigation made by or on behalf of the Underwriter; (ii) delivery of and payment for the Obligations hereunder; or (iii) any termination of this Obligation Purchase Agreement, other than pursuant to Section 9 (and in all events the agreements of the Issuer pursuant to Section 11 hereof shall remain in full force and effect notwithstanding the termination of this Obligation Purchase Agreement under Section 9 hereof).

16. GOVERNING LAW. THIS OBLIGATION PURCHASE AGREEMENT SHALL BE DEEMED TO BE A CONTRACT UNDER, AND FOR ALL PURPOSES SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ARIZONA.

17. WAIVER OF JURY TRIAL. THE ISSUER HEREBY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS OBLIGATION PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

18. MISCELLANEOUS.

(a) This Obligation Purchase Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements, prior writings and representations with respect thereto.

(b) If any section, paragraph, subdivision, sentence, clause or phrase of this Obligation Purchase Agreement shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions of this Obligation Purchase Agreement. The parties to this Obligation Purchase Agreement declared they would have executed this Obligation Purchase Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase of this Obligation Purchase Agreement, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Obligation Purchase Agreement may be held to be illegal, invalid, or unenforceable. If any provision of this Obligation Purchase Agreement contains any ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

(c) This Obligation Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original hereof.

(d) To the extent applicable by provision of law, this Obligation Purchase Agreement is subject to cancellation pursuant to Section 38511, Arizona Revised Statutes, the provisions of which are incorporated herein by this reference.

(e) The electronic signature of a party to this Obligation Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Obligation Purchase Agreement. For purposes hereof: (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means, electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Underwriter; 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.]

Very truly yours,

STIFEL, NICOLAUS & COMPANY,  
INCORPORATED

.....  
Grant Hamill, Managing Director

ACCEPTED THIS ..... DAY OF  
JANUARY 2025 at ..... P.M.

CITY OF GOODYEAR, ARIZONA

By.....  
Jared Askelson, Finance Director

**SCHEDULE**

\$ \_\_\_\_,000

**CITY OF GOODYEAR, ARIZONA  
SUBORDINATE LIEN WATER AND SEWER REVENUE OBLIGATIONS,  
SERIES 2025**

| Maturity Dates<br>(July 1) | Principal<br>Amounts | Interest<br>Rates | Yields |
|----------------------------|----------------------|-------------------|--------|
|----------------------------|----------------------|-------------------|--------|

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\* Yield calculated to first optional redemption date: July 1, 20\_\_.

*Optional Redemption.* The Obligations maturing before or on July 1, 20\_\_, will not be subject to redemption prior to their stated maturity dates. The Obligations maturing on or after July 1, 20\_\_, will be subject to redemption prior to their stated maturity dates, at the option of the Issuer, 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 Obligation redeemed plus interest accrued to the date fixed for redemption, without premium.

*Mandatory Redemption.* The Obligations maturing on July 1, 20\_\_, will be redeemed on July 1 of the following years and in the following principal amounts at a price equal to the principal amount thereof plus interest accrued to the date fixed for redemption, without premium:

Obligations Maturing July 1, 20\_\_

|                             |                            |
|-----------------------------|----------------------------|
| Redemption Date<br>(July 1) | Principal<br><u>Amount</u> |
|-----------------------------|----------------------------|

(maturity date)

## EXHIBIT A

### FORM OF ISSUE PRICE CERTIFICATE

\$\_\_\_\_,000

**CITY OF GOODYEAR, ARIZONA  
SUBORDINATE LIEN WATER AND SEWER REVENUE OBLIGATIONS,  
SERIES 2025**

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 “Obligations”).

1. Obligation Purchase Agreement. On \_\_\_\_\_, 2025 (the “Sale Date”), Stifel and the City of Goodyear, Arizona (the “Issuer”) executed an Obligation Purchase Agreement (the “Purchase Contract”) in connection with the sale of the Obligations. 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 Obligations, the first price or prices at which at least 10% of [each] such Maturity of the Obligations 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 Obligations:

- (i) As of the date of this Certificate, Stifel has not sold at least 10% of the Obligations 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 Obligations 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 Obligations, 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 Obligations 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 Obligations 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 Obligations 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 Obligations, it would neither offer nor sell any of the Obligations 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 third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the requirements for establishing issue price for the Obligations, including, but not limited to, its 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 Obligations at a price that is higher than the respective Initial Offering Price for that Maturity of the Obligations 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 Obligations 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 third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the requirements for establishing issue price for the Obligations, including, but not limited to, its 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 Obligations during the Holding Period.]

### 3. Defined Terms.

(a) [*Hold-the-Offering-Price Maturities* means those Maturities of the Obligations 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 the City of Goodyear, Arizona.



(d) *Maturity* means Obligations with the same credit and payment terms. Obligations with different maturity dates, or Obligations 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 Obligations. The Sale Date of the Obligations is [\_\_\_\_\_, 2025].

(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 Obligations 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 Obligations 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 Obligations 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 Obligations, and by Special Counsel, in connection with rendering its opinion that the interest on the Obligations 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 Obligations.

STIFEL, NICOLAUS & COMPANY,  
INCORPORATED, as underwriter

By: \_\_\_\_\_  
[banker]

By: \_\_\_\_\_  
[underwriter]

Dated: [Closing Date]

SCHEDULE A

**Actual Sales Information as of Closing Date**

| <b>Maturity/CUSIP</b><br><b><u>(July 1)</u></b> | <b><u>Coupon</u></b> | <b><u>Date Sold</u></b> | <b><u>Time Sold</u></b> | <b><u>Par Amount</u></b> | <b><u>Sale Price</u></b> |
|---|----------------------|-------------------------|-------------------------|--------------------------|--------------------------|
|---|----------------------|-------------------------|-------------------------|--------------------------|--------------------------|

The aggregate issue price of all maturities of the Obligations is \$\_\_\_\_\_.

**[\*\*Reasonably Expected Sales Prices for Undersold Maturities as of Closing Date**

| <b><u>Maturity/CUSIP</u></b> | <b><u>Coupon</u></b> | <b><u>Par Amount</u></b> | <b><u>Offering Prices</u></b> |
|------------------------------|----------------------|--------------------------|-------------------------------|
|------------------------------|----------------------|--------------------------|-------------------------------|

\*\*]

SCHEDULE B

[Actual Sales for Undersold Maturities as of the Closing Date]

| <u>Maturity/CUSIP</u> | <u>Date Sold</u> | <u>Time Sold</u> | <u>Par Amount</u> | <u>Sale Price</u> |
|-----------------------|------------------|------------------|-------------------|-------------------|
|-----------------------|------------------|------------------|-------------------|-------------------|

\*\*]

[PRICING WIRE OR EQUIVALENT COMMUNICATION]

(Attached)

SCHEDULE C

SUPPLEMENTAL ISSUE PRICE CERTIFICATE

\$\_\_\_\_\_,000  
**CITY OF GOODYEAR, ARIZONA**  
**SUBORDINATE LIEN WATER AND SEWER REVENUE OBLIGATIONS,**  
**SERIES 2025**

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 (the “Obligations”).

1. Issue Price.

(a) Stifel sold at least 10% of the \_\_\_\_\_ Maturities of the Obligations 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 Obligations, 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 the City of Goodyear, Arizona.

(b) *Maturity* means Obligations with the same credit and payment terms. Obligations with different maturity dates, or Obligations 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 Obligations 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 Obligations 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 Obligations 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 Obligations, and by Special Counsel, in connection with rendering its opinion that the interest on the Obligations 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 Obligations.

STIFEL, NICOLAUS & COMPANY,  
INCORPORATED, as underwriter

By: \_\_\_\_\_  
[banker]

By: \_\_\_\_\_  
[underwriter]

Dated: [Closing Date]

EXHIBIT A  
TO  
SUPPLEMENTAL ISSUE PRICE CERTIFICATE\*\*



**EXHIBIT B**

**FORM OF SUPPLEMENTAL OPINION OF SPECIAL COUNSEL**

[LETTERHEAD OF GUST ROSENFELD P.L.C.]

[Closing Date]

Stifel, Nicolaus & Company, Incorporated  
Phoenix, Arizona

Re: City of Goodyear, Arizona Subordinate Lien Water and Sewer Revenue  
Obligations, Series 2025

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 Subordinate Lien Water and Sewer Revenue Obligations, Series 2025, 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 Agreement. The Obligations (i) are executed and delivered under the Resolution (as such term is defined in the Obligation Purchase Agreement); (ii) are described in an Official Statement, dated January \_\_, 2025 (hereinafter referred to as the “Official Statement”); and (iii) are being sold pursuant to an Obligation Purchase Agreement, dated January \_\_, 2025 (hereinafter referred to as the “Obligation Purchase Agreement”), 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 Agreement;
- (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 Agreement);
- (v) An executed copy of the Trust Agreement, dated as of February 1, 2025 (hereinafter referred to as the “Trust Agreement”), by and between the City and U.S. Bank Trust Company, National Association, as trustee (hereinafter referred to as the “Trustee”);

(vi) An executed copy of the Letter of Representations to The Depository Trust (hereinafter referred to as the “DTC Letter”);

(vii) An executed copy of the Continuing Disclosure Certificate, dated of even date (collectively with the Obligation Purchase Agreement, the Agreement, the Trust Agreement and the DTC Letter hereinafter referred to as the “City Documents”);

(viii) Such other agreements, certificates (including particularly, but not by way of limitation, 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

(ix) 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 and the 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 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 January \_\_, 2025 (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 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 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 “INTRODUCTORY STATEMENT,” “THE OBLIGATIONS,” “SECURITY FOR AND SOURCES OF PAYMENT FOR THE OBLIGATIONS,” “THE PROJECT,” “TAX EXEMPTION,” “OBLIGATION PREMIUM” “ORIGINAL ISSUE DISCOUNT” and “CONTINUING SECONDARY MARKET DISCLOSURE” (except for any statements concerning compliance by the City with existing continuing disclosure obligations) therein and in APPENDIX E – “Summaries of the Authorizing Resolution and the Principal Documents,” APPENDIX G – “Form of Approving Legal Opinion” and APPENDIX H – “Form of Continuing Disclosure Certificate” 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) contain any untrue statement of a material fact or omit 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.

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 Agreement 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 Agreement.

Respectfully submitted,

**EXHIBIT C**

**FORM OF OPINION OF COUNSEL TO THE ISSUER**

[LETTERHEAD OF CITY ATTORNEY]

[Closing Date]

Stifel, Nicolaus & Company, Incorporated  
Phoenix, Arizona

Gust Rosenfeld, P.L.C.  
Phoenix, Arizona

Re: City of Goodyear, Arizona Subordinate Lien Water and Sewer Revenue  
Obligations, Series 2025

I hold the office of City Attorney of the City of Goodyear, Arizona (the “City”), and in that capacity render this opinion pursuant to the Obligation Purchase Agreement, dated January \_\_, 2025 (the “Purchase Contract”), with respect to the captioned Obligations. (The capitalized terms used in this opinion and not otherwise defined herein have the meaning ascribed to them in the Purchase Contract.)

I have examined the transcript of proceedings (the “Transcript”) relating to the execution and delivery of the Obligations, including originals or copies, certified or otherwise identified to our satisfaction, of the included documents, resolutions, instruments, records, certificates and opinions, and have reviewed laws and information and have made investigations, as I have considered necessary or appropriate for the purpose of rendering this opinion. In such examination of the Transcript, I 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 me as copies. As to any facts material to this opinion, I have, when relevant facts were not independently established, relied upon the aforesaid proceedings and proofs.

Based upon such examination, I am of the opinion that, pursuant to the law existing on the date of this opinion:

1. The City is duly organized and validly incorporated as a municipal corporation in accordance with the Constitution and laws of the State of Arizona and has all requisite power and authority thereunder to enter into and perform its agreements in accordance with the Resolution and its covenants and agreements pursuant to the Issuer Documents.

2. The Resolution has been duly adopted and approved by the Mayor and Council of the City in conformance with the applicable open meeting and other laws and ordinances of the City and the State of Arizona.

3. The Issuer Documents have been duly authorized and validly executed and delivered by the City, and the distribution of the Preliminary Official Statement and the Official Statement has been duly authorized by the City.

4. The adoption and approval of the Resolution, the authorization, execution and delivery of the Issuer Documents 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 any existing law, administrative regulation, court order or consent decree to which the City, or any of its property, is subject.

5. There are no lawsuits or proceedings by or before any court, governmental agency, public board or body, pending or, to the best of my knowledge, threatened against the City (a) that in any way question (i) the validity and the proper authorization, approval and execution of any of the Issuer Documents, (ii) the validity and proper approval and adoption of the Resolution, (iii) the authority of the City or its officials to enter into any of the Issuer Documents, to make the Payments or to perform its obligations under such documents or the Resolution, to operate the System or the pledge of Net Revenues (as defined in the Issuer Documents) and to carry out the transactions contemplated thereby, or (b) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Resolution, the Obligations, any of the Issuer Documents or the Official Statement, or would in any way adversely affect the validity or enforceability of the Obligations, the Resolution, any of the Issuer Documents or of any other instruments required or contemplated for use in consummating the transactions contemplated thereby or by the Official Statement, or that, individually or collectively, would have a material adverse effect on the financial condition of the City or impair the City's ability to comply with all of its duties under the Resolution, or (c) contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement.

6. The statements in the Preliminary Official Statement and the 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.

CITY OF GOODYEAR, ARIZONA



[ \$ \_\_\_\_\_ ]  
**CITY OF GOODYEAR, ARIZONA**  
**SUBORDINATE LIEN WATER AND SEWER**  
**REVENUE OBLIGATIONS, SERIES 2025**  
**(CUSIP Base No. 382900)**

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**CONTINUING DISCLOSURE CERTIFICATE**

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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 [ \$ \_\_\_\_\_ ] aggregate principal amount of Subordinate Lien Water and Sewer Revenue Obligations, Series 2025 (the “*Obligations*”). The Obligations are being executed and delivered pursuant to a Trust Agreement, dated as of [February] 1, 2025 (the “*Trust Agreement*”), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the “*Trustee*”). In consideration of the initial execution and delivery of the Obligations, the City covenants and agrees as follows:

**Section 1. Purpose of the Disclosure Certificate.** This Disclosure Certificate is being executed and delivered by the City for the benefit of the Beneficial Owners (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.

“*Beneficial Owner*” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Obligations (including persons holding Obligations through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Obligations for federal income tax purposes.

“*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 Securities and Exchange Commission, as a repository for municipal continuing disclosure information pursuant to the Rule.

“*Financial Obligation*” shall mean (a) a debt obligation; (b) 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 (c) a guarantee of (a) or (b), except that “*Financial Obligation*” does not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“*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.

“*Official Statement*” shall mean the final official statement dated [\_\_\_\_\_, 2025] 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 the 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 securities law counsel as may be selected by the City.

### **Section 3. Provision of Annual Reports.**

(a) Commencing February 1, 2026, 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 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 Appendix C and the table "Combined Schedules of Net Revenues and Debt Service Coverage" in the Official Statement.

(C) In the event of an amendment pursuant to Section 8 of this Disclosure Certificate 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. 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 Beneficial Owners, if material;
- (viii) Obligation 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 Beneficial Owners, 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 (a) if the City shall no longer have liability for any obligation on or relating to repayment of the Obligations under the Trust Agreement, or (b) upon the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action. If termination pursuant to (a) occurs prior to the final payment date of the Obligations, the City shall give notice of such termination in the same manner as for a Listed Event under Section 5(a).

**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 Beneficial Owners, 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.** 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 Beneficial Owner 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 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 or Special Counsel.

**Section 13. Undertaking Payable from Net Revenues.** The City's undertaking to provide information under this Disclosure Certificate is payable solely from Net Revenues of the System (as such terms are defined in the Official Statement) to cover the costs of preparing and sending the Annual Report and notices of Listed Events to EMMA. Until payment of the Obligations, no receipts segregated or collected for the purpose of paying the principal of and interest and redemption charges on bonds or obligations and other lawful long-term obligations issued or incurred for a specific capital purpose shall be subject to the provisions of Arizona Revised Statutes, Title 42, Chapter 17, the State of Arizona budget law.

**Section 14. Beneficiaries.** This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the Beneficial Owner, 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: [\_\_\_\_\_, 2025].

**CITY OF GOODYEAR, ARIZONA**

---

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 Issue: [\$ \_\_\_\_\_] Subordinate Lien Water and Sewer Revenue Obligations, Series 2025  
Dated Date of Obligations: [\_\_\_\_\_, 2025] Base CUSIP: 382900

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 [\_\_\_\_\_, 2025]. The City anticipates that the Annual Report for fiscal year ended June 30, \_\_\_\_ will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

CITY OF GOODYEAR, ARIZONA

By \_\_\_\_\_  
Its \_\_\_\_\_

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**EXHIBIT B**

**NOTICE OF FAILURE TO FILE AUDITED FINANCIAL STATEMENTS**

Name of Issuer: City of Goodyear, Arizona  
Name of Issue: [\$ \_\_\_\_\_] Subordinate Lien Water and Sewer Revenue Obligations, Series 2025  
Dated Date of Obligations: [\_\_\_\_\_, 2025] Base CUSIP: 382900

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 [\_\_\_\_\_, 2025] 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 to Continuing Disclosure Certificate]

**AGREEMENT**

**between**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**

**and**

**CITY OF GOODYEAR, ARIZONA**

**Dated as of [February 1, 2025]**

relating to

\$[\_\_\_\_\_]

Subordinate Lien Water and Sewer  
Revenue Obligations,  
Series 2025

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## AGREEMENT

**THIS AGREEMENT** is made and entered into and dated as of the first day of [February], 2025 (this “*2025 Agreement*”), by and between **CITY OF GOODYEAR, ARIZONA**, a municipal corporation, existing under and by virtue of the laws of the State of Arizona (the “*City*”) and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association (the “*Trustee*”), in its capacity as trustee under the Trust Agreement dated as of [February] 1, 2025 (the “*2025 Trust Agreement*”), by and between the City and the Trustee.

All terms not otherwise defined herein shall have the meaning set forth in Resolution No. 99-662 dated as of January 25, 1999, as thereafter amended and supplemented (the “*Master Resolution*”) or the 2025 Trust Agreement.

### RECITALS:

**WHEREAS**, the City desires to finance construction and acquisition of various improvements and additions to the City’s water and sewer system (the “*Project*”); and

**WHEREAS**, the City desires to cause the execution and delivery of its Subordinate Lien Water and Sewer Revenue Obligations, Series 2025, in the principal amount of \$[ ] (the “*Series 2025 Obligations*”) to finance the Project; and

**WHEREAS**, the Series 2025 Obligations will be executed and delivered pursuant to the provisions of the 2025 Trust Agreement.

### AGREEMENT:

**NOW, THEREFORE**, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, and the mutual covenants, conditions and agreements hereinafter contained, it is hereby agreed as follows:

## ARTICLE I FINANCING THE PROJECT

Section 1.1. Means of Financing. As a means of financing the Project described on *Exhibit B* attached hereto and incorporated by reference herein, the City will direct the Trustee to execute and deliver the Series 2025 Obligations and will cause the net proceeds from the sale of the Series 2025 Obligations to be deposited with the Trustee, in trust, and the net proceeds will be used by the Trustee to pay costs of the Project, the costs of execution and delivery of the Series 2025 Obligations, and to provide[, if necessary, for a deposit to the] [for a subordinate reserve fund guaranty] for the Series 2025 Subordinate Reserve Fund.



## ARTICLE II CITY PAYMENTS

### Section 2.1. Payments.

(a) (i) In consideration of the Trustee executing and delivering the Series 2025 Obligations and applying the net proceeds of the Series 2025 Obligations as provided in this 2025 Agreement and the 2025 Trust Agreement, the City shall make the Payments as provided in this 2025 Agreement at the address specified in Section 8.1 hereof (or such other address as Trustee may designate in writing) as follows:

Commencing June 15, 2025, in the following order of priority the following amounts solely from Net Revenues in the Subordinate Obligation Fund established in accordance with to Section 10 of the Master Resolution for deposit into the Payment Fund:

First: On June 15 and December 15 of each year, the amount due on the next following July 1 or January 1, respectively, as interest on the Series 2025 Obligations as indicated on Exhibit A, which is attached to and made a part of this 2025 Agreement; and

Second: On June 15 each year, the amount due on the next following July 1 as principal on the Series 2025 Obligations as indicated on Exhibit A.

(ii) As applicable, if a Subordinate Reserve Fund Guaranty secures the Series 2025 Obligations and a Drawdown shall have occurred, the City shall also pay for deposit to, and the Trustee shall pay from, the Subordinate Reimbursement Fund, an amount equal to the Policy Costs for the Subordinate Obligations commencing the 10th day of the first month following a Drawdown and each month thereafter for the next succeeding 11 months or for such longer period if agreed to by the applicable Subordinate Reserve Fund Guarantor, or until all Policy Costs for the Subordinate Obligations, or all Policy Costs for the Subordinate Obligations with respect to such Drawdown have been paid, an amount equal to at least 1/12 (or such other agreed upon portion of the Policy Costs for the Subordinate Obligations) of the aggregate of Policy Costs for the Subordinate Obligations related to the Drawdown.

(iii) As applicable, the City shall further pay for and deposit to, and the Trustee shall pay from, the Series 2025 Subordinate Reserve Fund, on or before the 10th day of each month, an amount equal to 1/60 of the amount required to increase or restore the Reserve Fund Value to the Subordinate Reserve Requirement within a five-year period, or such amount as is required hereunder to restore the Series 2025 Subordinate Reserve Fund to the Subordinate Reserve Requirement after a Series 2025 Subordinate Reserve Fund withdrawal. All money so taken from the Series 2025 Subordinate Reserve Fund to pay principal, Accreted Value or interest shall be replaced therein from the first money in the Revenue Fund thereafter received which is not required for current transfers into the Operation and Maintenance Fund, payment of Senior Bonds and the Subordinate Obligation Fund pursuant to the Master Resolution and payment of Policy Costs for the Subordinate Obligations pursuant to the Master Resolution.

(iv) The City shall also further pay the Trustee's Delivery Costs and any costs incurred by the Trustee in connection with the Project.

[(v) The City shall also further pay amounts due to the Insurer (as more fully described in the 2025 Trust Agreement and the 2025 Insurance Agreement) not paid pursuant to (a)(i) above.]

(b) The City shall allow the Trustee to pay from the Subordinate Reimbursement Fund amounts authorized to be paid from the Subordinate Reimbursement Fund as provided in the Master Resolution.

(c) Subject to the limitation to payment from a subordinate lien on Net Revenues as described in the Master Resolution, 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 by 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 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, failure of the Trustee or any other person to complete the financing of the Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or temporary use of any or all of the Project, commercial frustration of purpose, abandonment of the Project by the City, 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 2025 Trust Agreement or this 2025 Agreement. Nothing contained in this Section shall be construed to release the Trustee from the performance of any of the agreements on its part herein or in the 2025 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 paragraph (a) of this Section 2.1. The City shall pay as additional payments (i) all fees, expenses (including closing fees and expenses) and indemnities of the Trustee under the 2025 Trust Agreement and the Insurer under the 2025 Insurance Agreement to the extent, if any, that such fees, expenses and indemnities are not met by the scheduled Payments, and (ii) losses on investments made by the Trustee at the direction of the City under the terms of the 2025 Trust Agreement, but only to the extent necessary to meet the Series 2025 Obligation requirements and to pay the Trustee's fees and expenses under the 2025 Trust Agreement. The City shall pay the amounts specified herein directly to the Trustee as they become due, or, as applicable, within 20 days after the receipt by the City of an invoice therefor.

(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.

(e) Amounts due as the Payments shall be for the Series 2025 Obligations for the purposes set forth under the Master Resolution. The Subordinate Obligation Fund will be held by the City and used to make the Payments or payments with respect to all of the Subordinate Parity Obligations when due. The aggregate amount of the Payments owed pursuant to this 2025 Agreement shall be that amount that shall be payable by the City of sufficient amounts and at such times as to permit the Trustee to make timely payment of the amounts with respect to on the Series 2025 Obligations as set forth in Exhibit A.

Section 2.2. Additional Payments. If the payments set forth in Section 2.1 are insufficient to meet the requirements under the 2025 Trust Agreement, then, upon notice from the Trustee, the City shall pay as additional payments such amounts as are required from time to time to meet any such deficiency.

Section 2.3. Excess Money in Payment Fund. Any money in the Payment Fund created pursuant to Section 5.2 of the 2025 Trust Agreement that exceeds the amounts necessary for the current debt service on the Series 2025 Obligations then outstanding shall annually on March 30, so long as the City is not in default hereunder, constitute a credit to the City on the next succeeding Payment or Payments due or coming due hereunder.

### **ARTICLE III SOURCES OF PAYMENTS PLEDGE; RESERVE FUND**

Section 3.1. Pledge of Net Revenues; Limited Obligations. The City hereby incorporates herein the pledge of Net Revenues as set forth in the Master Resolution. The City's obligation to make the Payments is limited to payment from Net Revenues and shall in no circumstance 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.

Section 3.2. Use of Other Funds at the Option of 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, and the Trustee acknowledges that it has no claim hereunder to such other funds. No part of the Payments made pursuant to this 2025 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 (i) the same shall have been duly budgeted by the City according to law, (ii) such payment shall be within the budget limitations of the statutes of the State of Arizona, and (iii) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State of Arizona.

Section 3.3. Senior Bonds and Subordinate 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 Net Revenues senior to the lien hereof except for Senior Bonds upon compliance with the requirements therefor set out in the Master Resolution. So long as any amounts due hereunder

remain unpaid or unprovided for, the City shall not create, suffer or permit any lien upon Net Revenues on parity herewith except for other Subordinate Parity Obligations upon compliance with the requirements therefor set out in the Master Resolution.

Section 3.4. Rate Covenant and Coverage. The City hereby incorporates herein the rate covenant and other covenants as set forth in the Master Resolution.

Section 3.5. Enforcement by Trustee. In the event of any default by the City hereunder, the remedies of the Trustee with respect to the enforcement of the lien and pledge set forth in Article III shall be as provided in Article VI of this 2025 Agreement. The Trustee, on behalf of the holders of the Series 2025 Obligations, may enforce this lien and pledge and the aforesaid covenants and agreements in accordance with the terms and conditions of the 2025 Trust Agreement[, but subject to Insurer's rights under the 2025 Trust Agreement and the 2025 Insurance Agreement.]

## **ARTICLE IV INDEMNIFICATION**

### **Section 4.1. Indemnification.**

(a) To the extent permitted by law (and except to the extent caused by or resulting from the Trustee's fraud, deceit, bad faith, willful misconduct or negligence), the City shall indemnify, protect, save and keep harmless the Trustee and its agents, employees, officers and directors for, from and, at the City's expense, defend the Trustee and its agents, employees, officers and directors against any and all liability, obligations, losses, damages, penalties, claims, actions, costs and expenses (including but not limited to reasonable attorneys' fees) of whatsoever kind and nature imposed on, incurred by or asserted against the Trustee or its agents, employees, officers and directors which in any way relate to or arise out of this 2025 Agreement or the reasonable and necessary actions or omissions of the Trustee relating to this 2025 Agreement, or the violation or breach by the City of any of its representations, warranties or covenants herein or the ownership, delivery, rental, lease, possession, use, operation, condition, sale, financing, return or other disposition of the Project, including, without limitation: (a) noncompliance with any applicable provisions of the Americans with Disabilities Act and regulations issued thereunder; (b) any actual or alleged environmental condition in, on or at the Project; (c) any generation, processing, handling, transportation, storage, treatment or disposal of any Regulated Substance in, on, at or from the Project; or (d) any presence or Release of any Regulated Substance in, on, at or from the Project. For the purposes of this 2025 Agreement: (i) "*Environmental Law*" shall mean any federal, state or local environmental or health or safety law, regulation or rule, including, without limitation, any judicial or administrative statement of general or specific applicability; (ii) "*Regulated Substance*" shall mean any substance, material or waste regulated by any Environmental Law; and (iii) "*Release*" shall mean any release, including, without limitation, any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment.

(b) The Trustee, promptly after determining that any event or condition that 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 the 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 that 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. 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. The City shall be subrogated to the Trustee’s rights with respect to such events or conditions for which the City indemnifies the Trustee hereunder. If the City either fails to timely give its notice or notifies the Trustee that the City will not represent and defend the Trustee, then the Trustee may defend, settle, compromise or admit liability as it or they shall determine in the reasonable exercise of their discretion and in an effort to minimize any claims for indemnity made hereunder. If the Trustee determines it is necessary to retain separate counsel, it may do so at the City’s expense.

(c) All amounts which become due from the City under this Section 4.1 shall be payable by the City within 30 days following demand therefor by the Trustee or on the earliest date thereafter on which the amount due may be lawfully included with the budget of the City and allocated for payment. The termination or expiration hereof for any reason shall not terminate the obligations of the City under this Section 4.1, and such obligations shall continue in effect after termination or expiration hereof, in respect of acts, omissions or other events occurring prior to such termination or expiration.

Section 4.2. Survival. The terms of this Article IV shall survive the resignation or removal of the Trustee pursuant to the 2025 Trust Agreement or the discharge or termination of this 2025 Agreement or the 2025 Trust Agreement.

## **ARTICLE V DEFAULT BY THE CITY**

Section 5.1. Events of Default. With respect to the Series 2025 Obligations, the occurrence of any of the events described in Section 13(B) of the Master Resolution is defined as and declared to be and to constitute an event of default hereunder and under the Master Resolution and the remedies therefor shall be as provided in Section 14 of the Master Resolution [and the 2025 Insurance Agreement].

Section 5.2. No Interference. Notwithstanding any Event of Default hereunder, the Trustee shall have no right to interfere with the City’s ownership, possession or use of the Project.

## **ARTICLE VI REMEDIES**

Section 6.1. No Acceleration; Remedies. The obligation of the City to make the Payments is not subject to acceleration and such Payments may not be made immediately due and payable for any reason.

Section 6.2. Accumulation of Remedies. Each right, power and remedy of the City provided for in this 2025 Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this 2025 Agreement, or, unless prohibited by the terms hereof, now or hereafter existing at law or in equity or by statute or otherwise, to be enforced; and the exercise or beginning of the exercise by the City of any one or more of the rights, powers or remedies provided for in this 2025 Agreement shall not preclude the simultaneous or later exercise by the City of any or all of such other rights, powers or remedies provided for in this 2025 Agreement.

Section 6.3. Non-waiver. The failure to insist upon a strict performance of any of the covenants or agreements herein set forth shall not be considered or taken as a waiver or relinquishment for the future of the City's rights to insist upon a strict compliance by the Trustee with all the covenants and conditions hereof.

## **ARTICLE VII OPTION TO PREPAY; OPTION TO PARTIALLY PREPAY; PROVIDING FOR PAYMENT**

Section 7.1. Optional Prepayment; Option to Partially Prepay; Providing for Payment.

(a) The City may not prepay the principal component of any Payment under this 2025 Agreement in full or in part prior to July 1, [20\_\_]. On any date on or after July 1, [20\_\_], the City may prepay all or a portion of the principal component of future Payments without premium. Such option shall be exercised by written notice to the Trustee not less than 30 days prior to such prepayment date. All partial prepayments of principal will be credited against principal Payments coming due in the order of payment directed by the City. Prepayments must be made in minimum increments of principal equal to \$5,000 or any integral multiple thereof. When a partial prepayment is made or provided for, interest shall cease to accrue from the prepayment date with respect to the principal amount so prepaid.

(b) The City may provide for the payment or prepayment of any Payment in any one or more of the following ways:

(i) by paying such Payment or prepayment as provided herein as and when the same becomes due and payable either at its scheduled due date pursuant to Section 2.1 hereof or upon optional payment as provided in paragraph (a) of this Section 7.1 as may be applicable;

(ii) by depositing with a Depository Trustee (as defined below), in trust for such purposes, at or before the date the same becomes due and payable either at its scheduled



due date pursuant to Section 2.1 hereof or upon optional payment as provided in paragraph (a) of this Section 7.1 as may be applicable 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 purpose, any United States Obligations which 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 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 or prepayment, as and when the same becomes due and payable either at maturity or upon optional payment as provided in paragraph (a) of this Section 7.1, as may be applicable.

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 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*”).

(c) Provided the City shall have complied with all of the terms and conditions of this 2025 Agreement and the 2025 Trust Agreement, the City shall have the option to prepay not less than all of the financing of the Project at any time by payment to the Trustee or a Depository Trustee of an amount sufficient to provide for the payment, pursuant to paragraph (b) above, of (i) all Payments due or to come due on or prior to the date selected by City on which a prepayment of the principal of Payments can be made pursuant to paragraph (a) (the “*Prepayment Date*”) and (ii) all of the principal pursuant to paragraph (a) of this Section 7.1 on such Prepayment Date, on all Payments to come due after such Prepayment Date. Such option shall be exercised by written notice to the Trustee not less than 30 days prior to the Prepayment Date specified by the City and all amounts necessary to exercise such option must be paid to the Trustee or a Depository Trustee on or prior to the Prepayment Date, such exercise to be effective upon such payment and compliance with other requirements of paragraph (b).

## ARTICLE VIII GENERAL

Section 8.1. 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 mail, or delivered to the party for which the same is intended, as follows:

If to the City:

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

With a copy to:

Gust Rosenfeld P.L.C.  
One E. Washington Street, Suite 1600  
Phoenix, Arizona 85004-2553  
Attn: Andrew J. McGuire

If to the Trustee:

U.S. Bank Trust Company, National Association  
Corporate Trust Services, LM-AZ-X16P  
2222 E. Camelback Road, Suite 110  
Phoenix, Arizona 85016  
Attn: Global Corporate Trust

[If to the Insurer regarding  
Bond Insurance Policy:]

[\_\_\_\_\_]

Re: Policy No. [\_\_\_\_\_]

[If to the Insurer regarding  
Subordinate Reserve Fund Guaranty:]

[\_\_\_\_\_]

Re: Policy No. [\_\_\_\_\_]

or to such other address as such party may hereafter designate by notice in writing addressed and mailed or delivered to the other party hereto.

Section 8.2. Written Instrument Required. Neither this 2025 Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought, while any indebtedness is outstanding and unpaid, such instrument shall also be signed by the Trustee. This 2025 Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 8.3. Headings are References Only. The headings in this 2025 Agreement are inserted for reference only, and shall not define or limit the provisions hereof.

Section 8.4. Execution in Counterparts. This 2025 Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

Section 8.5. Provisions are Severable. In the event any clause or provision of this 2025 Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of any such clause or provision shall not affect any of the remaining provisions hereof.

Section 8.6. Applicable Law. This 2025 Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Arizona.

Section 8.7. 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. The Trustee shall not knowingly take any action which would permit the City to cancel this 2025 Agreement under this provision.

Section 8.8. E-Verify Requirements.

(a) 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 2025 Agreement and may result in the termination of the Trustee's services by the City pursuant to the 2025 Trust Agreement. The City retains the legal right to randomly inspect the papers and records of the Trustee or its subcontractors who work on this 2025 Agreement to ensure that the Trustee and its subcontractors are complying with the above-mentioned warranty.

(b) 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 the Trustee's 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 8.8 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 8.9. 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 this 2025 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 8.10. Third Party Beneficiary. The Insurer is a third-party beneficiary to this 2025 Agreement.]

Section 8.11 Certification; Forced Labor of Ethnic Uyghurs Ban. To the extent applicable under A.R.S. § 35-394, the Trustee hereby certifies it does not currently, and for the

duration of this 2025 Agreement shall not use: (a) the forced labor of ethnic Uyghurs in the People's Republic of China, (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. The foregoing certification is made to the best knowledge of the Trustee without any current independent investigation or without any future independent investigation for the duration of this 2025 Agreement. If the Trustee becomes aware during the duration of this 2025 Agreement that it is not in compliance with such certification, the Trustee shall provide the required notice to the City and resign as Trustee under the 2025 Trust Agreement in accordance with the provisions of Article VIII thereof. If the City determines that the Trustee is not in compliance with the foregoing certification and has not taken remedial action, the City shall terminate the Trustee's role as the Trustee under the 2025 Trust Agreement pursuant to Article VIII thereof.

[Signatures on following page]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as Trustee

By \_\_\_\_\_  
Its \_\_\_\_\_

**CITY OF GOODYEAR, ARIZONA**, a municipal corporation and political subdivision under the laws of the State of Arizona

By \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

[Signature page to 2025 Agreement]

**EXHIBIT A**  
**PAYMENT SCHEDULE**



| <u>Payment Date</u> | <u>Principal</u> | <u>Interest</u> | <u>Total Payment</u> | <u>Total Fiscal<br/>Year Payment</u> |
|---------------------|------------------|-----------------|----------------------|--------------------------------------|
| 01/01/2025          |                  |                 |                      |                                      |
| 07/01/2025          |                  |                 |                      |                                      |
| 01/01/2026          |                  |                 |                      |                                      |
| 07/01/2026          |                  |                 |                      |                                      |
| 01/01/2027          |                  |                 |                      |                                      |
| 07/01/2027          |                  |                 |                      |                                      |
| 01/01/2028          |                  |                 |                      |                                      |
| 07/01/2028          |                  |                 |                      |                                      |
| 01/01/2029          |                  |                 |                      |                                      |
| 07/01/2029          |                  |                 |                      |                                      |
| 01/01/2030          |                  |                 |                      |                                      |
| 07/01/2030          |                  |                 |                      |                                      |
| 01/01/2031          |                  |                 |                      |                                      |
| 07/01/2031          |                  |                 |                      |                                      |
| 01/01/2032          |                  |                 |                      |                                      |
| 07/01/2032          |                  |                 |                      |                                      |
| 01/01/2033          |                  |                 |                      |                                      |
| 07/01/2033          |                  |                 |                      |                                      |
| 01/01/2034          |                  |                 |                      |                                      |
| 07/01/2034          |                  |                 |                      |                                      |
| 01/01/2035          |                  |                 |                      |                                      |
| 07/01/2035          |                  |                 |                      |                                      |
| 01/01/2036          |                  |                 |                      |                                      |
| 07/01/2036          |                  |                 |                      |                                      |
| 01/01/2037          |                  |                 |                      |                                      |
| 07/01/2037          |                  |                 |                      |                                      |
| 01/01/2038          |                  |                 |                      |                                      |
| 07/01/2038          |                  |                 |                      |                                      |
| 01/01/2039          |                  |                 |                      |                                      |
| 07/01/2039          |                  |                 |                      |                                      |
| 01/01/2040          |                  |                 |                      |                                      |
| 07/01/2040          |                  |                 |                      |                                      |
| 01/01/2041          |                  |                 |                      |                                      |
| 07/01/2041          |                  |                 |                      |                                      |
| 01/01/2042          |                  |                 |                      |                                      |
| 07/01/2042          |                  |                 |                      |                                      |
| 01/01/2043          |                  |                 |                      |                                      |
| 07/01/2043          |                  |                 |                      |                                      |
| 01/01/2044          |                  |                 |                      |                                      |
| 07/01/2044          |                  |                 |                      |                                      |
| 01/01/2045          |                  |                 |                      |                                      |
| 07/01/2045          |                  |                 |                      |                                      |
| 01/01/2046          |                  |                 |                      |                                      |
| 07/01/2046          |                  |                 |                      |                                      |
| 01/01/2047          |                  |                 |                      |                                      |
| 07/01/2047          |                  |                 |                      |                                      |
| 01/01/2048          |                  |                 |                      |                                      |
| 07/01/2048          |                  |                 |                      |                                      |
| 01/01/2049          |                  |                 |                      |                                      |
| 07/01/2049          |                  |                 |                      |                                      |

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## **EXHIBIT B**

### **PROJECT DESCRIPTION**

A portion of the proceeds of the Series 2025 Obligations will be used to finance the Project, which consists of the construction and acquisition of various improvements and additions to the System. The improvements will consist of the Rainbow Valley Water Reclamation Facility design and expansion, Water Treatment Brine Disposal and various other water and sewer utility system improvements and appurtenances.

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**TRUST AGREEMENT**

**by and between**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION  
as Trustee**

**and**

**CITY OF GOODYEAR, ARIZONA**

**Dated as of [February] 1, 2025**

relating to

\$[\_\_\_\_\_]   
Subordinate Lien Water and Sewer  
Revenue Obligations,  
Series 2025

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## TRUST AGREEMENT

**THIS TRUST AGREEMENT** is made and entered into and dated as of [February] 1, 2025 (this “*2025 Trust Agreement*”), by and between **U.S. BANK TRUST COMPANY, NATIONAL 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*”).

**WHEREAS**, for the purpose of constructing and acquiring various improvements and additions to the System (as defined in the hereinafter defined Master Resolution) (the “*Project*”), the City has heretofore agreed to enter into the Agreement between the City and U.S. Bank Trust Company, National Association, dated as of [February] 1, 2025 (the “*2025 Agreement*”); and

**WHEREAS**, the City has pledged certain revenues (the “*Net Revenues*” as described in the Master Resolution) to the payment of amounts due under the 2025 Agreement on a basis subordinate to the pledge of the Net Revenues to certain water and sewer system revenue bonds and Water Infrastructure Finance Authority of Arizona loans now or hereafter issued (the “*Senior Bonds*” as defined in the Master Resolution) and on parity with the Existing Subordinate Parity Obligations (as defined herein); and

**WHEREAS**, the City and the Trustee will enter into this 2025 Trust Agreement to facilitate the administration of the acquisition, construction and installation of the Project; and

**WHEREAS**, for the purpose of obtaining money to be deposited with the Trustee to finance the Project, the Trustee has agreed to execute and deliver Subordinate Lien Water and Sewer Revenue Obligations, Series 2025 (the “*Series 2025 Obligations*”), in exchange for the moneys required herein to be deposited to finance the Project.

## GRANTING CLAUSES

**NOW, THEREFORE**, in consideration for the Series 2025 Obligations executed and delivered and Outstanding under this 2025 Trust Agreement and the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Series 2025 Obligations by the Owners of the Series 2025 Obligations, and to secure the payment of principal thereof and interest thereon, the rights of the Owners of the Series 2025 Obligations and the performance and the observance of the covenants and conditions contained in the Series 2025 Obligations, the 2025 Agreement and herein, the Trustee and the City hereby declare 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 2025 Agreement, the Payments and any other amounts payable by the City under the 2025 Agreement (except those payments made pursuant to Article IV thereof) 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 that the Trustee is or may become entitled to do thereunder.

B. 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.

All rights declared in trust by the Trustee and the City shall be administered by the Trustee according to the provisions hereof and for the equal and proportionate benefit of the Owners of Series 2025 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 2025 Agreement.

**IN TRUST**, however, for the equal and proportionate benefit and security of the Owners from time to time of the Series 2025 Obligations authenticated 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 2025 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 2025 Trust Agreement, have the meanings herein specified. Unless the context otherwise requires, terms not defined in this 2025 Trust Agreement shall have the meanings set forth in the Master Resolution.

**“Accreted Value”** shall mean, with respect to any Capital Appreciation Bond, as of the date of calculation, the initial principal amount thereof plus the interest accrued thereon to such date of calculation, compounded from the date of initial delivery of the Capital Appreciation Bonds at the approximate interest rate (or yield) thereof on each January 1 and July 1, assuming in any year that such Accreted Value increases in equal daily amounts on the basis of a year of 360 days composed of 12 months of 30 days each, as shown on any table of accreted values for any series of Capital Appreciation Bonds. For any date other than a January 1 or July 1, the Accreted Value of a Capital Appreciation Bond will be determined by a straight-line interpolation between the values, for the applicable semiannual compounding dates, based on a year of 360 days composed of 12 months of 30 days each.

**“Acquisition Fund”** means the fund by that name established pursuant to Article III hereof and held by the Trustee.

[“Bond Insurance Policy” shall mean, with respect to the Series 2025 Obligations, the municipal bond insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2025 Obligations when due.]

“Bond Year” means the Fiscal Year.

“Book Entry Form” or “Book-Entry-Only-System” means, as to the Series 2025 Obligations, a form or system, as applicable, under which (i) physical Series 2025 Obligation certificates in fully registered form are issued only to DTC or its nominee as Owner, with the physical Series 2025 Obligation certificates “immobilized” in the custody of, or on behalf of, DTC and (ii) the ownership of book entry interests in Series 2025 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 book entry interests in those Series 2025 Obligations and principal of, premium, if any, and interest thereon.

“Capital Appreciation Bond” or “Capital Appreciation Bonds” shall mean any bonds or obligations described as such when issued.

“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 this 2025 Trust Agreement or the 2025 Agreement.

“Closing Date” means the day when the Series 2025 Obligations, duly executed by the Trustee, are delivered to the Underwriter through the Book-Entry-Only-System.

“Code” means the Internal Revenue Code of 1986, as amended. References to the Code and Sections thereof include applicable regulations and temporary regulations thereunder and any successor provisions to those Sections, regulations or temporary regulations, and any applicable regulations or temporary regulations issued pursuant to the Code.

“Delivery Costs” means all items of expense directly or indirectly payable by or reimbursable to the City or to the Trustee relating to the execution, sale and delivery of the 2025 Agreement, this 2025 Trust Agreement or the Series 2025 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, financial and other professional consultant fees, costs of rating agencies for credit ratings, fees for execution, transportation and safekeeping of the Series 2025 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 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 7.1 of the 2025 Agreement.

“DTC” means, as to the Series 2025 Obligations, The Depository Trust Company (a limited purpose trust company), New York, New York until a successor securities depository shall have become such pursuant to the applicable provisions of this 2025 Trust Agreement and, thereafter, DTC shall mean the successor securities depository. Any DTC shall be 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 Series 2025 Obligations or principal of, premium, if any, and interest thereon, and to effect transfers of Series 2025 Obligations, in Book Entry Form.

“Event of Default” means an event of default under the Master Resolution and 2025 Agreement, as defined in Section 5.1 thereof.

“Existing Subordinate Parity Obligations” means (i) the outstanding \$5,920,000 aggregate principal amount of the Subordinate Lien Water and Sewer Revenue and Refunding Obligations, Series 2016; (ii) the outstanding \$74,145,000 aggregate principal amount of the Subordinate Lien Water and Sewer Revenue Obligations, Series 2020; (iii) the outstanding \$30,950,000 aggregate principal amount of Subordinate Lien Water and Sewer Revenue Obligations, Second Series 2020; (iv) the outstanding \$10,775,000 aggregate principal amount of the Subordinate Lien Water and Sewer Revenue Obligations, Refunding Series 2020; and (v) the outstanding \$10,915,000 aggregate principal amount of the Subordinate Lien Water and Sewer Revenue Obligations, Taxable Refunding Series 2020.

“Fitch” means Fitch Ratings, 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, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the City by notice to the Trustee.

“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” \_\_\_\_\_].

“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 Series 2025 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.



“Master Resolution” means Resolution No. 99-662 adopted by the Mayor and City Council of the City of Goodyear, Arizona on January 25, 1999, pertaining to the issuance and sale of Senior Bonds and Subordinate Obligations, as thereafter amended and supplemented from time to time.

“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 notice to the Trustee.

“Payment Date” means any date on which a Payment is due from the City pursuant to the 2025 Agreement.

“Payment Fund” means the fund by that name established and held by the Trustee pursuant to Article V hereof.

“Payment Request Form” means the form set forth in Exhibit B hereof.

“Payments” means all payments required to be paid by the City on any Payment Date pursuant to the 2025 Agreement as set forth in Exhibit A to the 2025 Agreement.

“Project Costs” means, with respect to the Project, all costs of acquiring, constructing and installing the Project and all costs incurred by Trustee or City with respect to the transaction to which this 2025 Trust Agreement pertains.

“Rebate Amount” means the amount due to the United States under Section 148(f) of the Code with respect to the investment of proceeds of the Series 2025 Obligations.

“Rebate Consultant” means an individual or firm acceptable to, and retained by, the City experienced in the calculation of rebate due to the United States with respect to tax-exempt municipal bonds.

“Record Date” means the close of business of the Trustee on the 15th day of the month preceding an Interest Payment Date.

“Reimbursement Request Form” means the form set forth in Exhibit C hereof.

“S&P” means Standard & Poor’s Ratings Services, a business unit of Standard & Poor’s Financial Services LLC, 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.

“Series 2025 Subordinate Rebate Fund” means the fund by that name established and held by the Trustee pursuant to Article V hereof.

“Series 2025 Subordinate Reserve Fund” means the fund of that name established and held by the Trustee pursuant to Article V hereof for the Series 2025 Obligations.

“State” means the State of Arizona.

[“Subordinate Reserve Fund Guarantor” shall mean, \_\_\_\_\_.]

[“Subordinate Reserve Fund Guaranty” shall mean, with respect to the Series 2025 Obligations, the municipal bond debt service reserve insurance policy issued by the Subordinate Reserve Fund Guarantor guaranteeing the funding of the Series 2025 Subordinate Reserve Fund.]

“Underwriter” means Stifel, Nicolaus & Company, Incorporated, as original purchaser of the Series 2025 Obligations.

“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).

“Vendor” means any supplier of items for inclusion in the Project who is to be paid from amounts held in the Acquisition Fund.

[“2025 Insurance Agreement” means the Insurance Agreement for the Series 2025 Obligations, dated as of [February] 1, 2025, by and between the City and the Insurer, together with any duly authorized and executed amendment thereto permitted to be made thereunder.]

**Section 1.2 Authorization.** Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this 2025 Trust Agreement, and has taken all actions necessary to authorize the execution of this 2025 Trust Agreement by the officers and persons signing it.

## ARTICLE II

### SUBORDINATE LIEN WATER AND SEWER REVENUE OBLIGATIONS, SERIES 2025

#### **Section 2.1 Authorization of the Series 2025 Obligations.**

(a) The Trustee is hereby authorized and directed to execute and deliver to the Underwriter through the Book-Entry-Only-System, Series 2025 Obligations in an aggregate principal amount of \$[\_\_\_\_\_].

(b) The Trustee shall not, at any time while the Series 2025 Obligations are outstanding, issue or authenticate additional bonds or obligations payable from the Payments.

**Section 2.2** **Date.** Each Series 2025 Obligation shall be dated the Closing Date, 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 Series 2025 Obligations.

**Section 2.3** **Maturities and Interest Rates.** The Series 2025 Obligations shall be in the denomination of \$5,000 of principal or any integral multiple thereof, except that no Series 2025 Obligation may have principal maturing in more than one year. The Series 2025 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:

| <u>Maturity Date</u><br><u>(July 1)</u> | <u>Principal</u><br><u>Amount</u> | <u>Interest</u><br><u>Rate</u> |
|---|-----------------------------------|--------------------------------|
| 20__                                    |                                   |                                |
| 20__                                    |                                   |                                |
| 20__ <sup>1</sup>                       |                                   |                                |
| 20__ <sup>2</sup>                       |                                   |                                |

- 
- (1) *Maturity Date for July 1, 20\_\_ Term Series 2025 Obligation*  
(2) *Maturity Date for July 1, 20\_\_ Term Series 2025 Obligation*

**Section 2.4** **Interest on Series 2025 Obligations.**

(a) Interest on the Series 2025 Obligations shall be payable semiannually on January 1 and July 1 of each year, commencing July 1, 2025, to and including the date of maturity or redemption, whichever is earlier. Said interest shall represent the portion of Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date with respect to the Series 2025 Obligations.

(b) The proportionate share of the portion of Payments designated as interest with respect to any Series 2025 Obligation shall be computed by multiplying the portion of Payments designated as principal with respect to such Series 2025 Obligation by the rate of interest applicable to such Series 2025 Obligation (on the basis of a 360-day year of 12 months of 30 days each).

**Section 2.5** **Form.** The Series 2025 Obligations shall be in fully registered certificated form. The form of the Series 2025 Obligations and the assignment to appear thereon shall be substantially in the form set forth in Exhibit A, attached hereto and incorporated herein.

**Section 2.6** **Execution.** The Series 2025 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 or representative whose signature appears on any Series 2025 Obligation ceases to be such

officer before the Closing Date, such signature shall nevertheless be as effective as if the officer or representative had remained in office until the Closing Date. Any Series 2025 Obligation may be executed on behalf of the Trustee by such person as at the actual date of the execution of such Series 2025 Obligation shall be the proper officer or representative of the Trustee although at the nominal date of such Series 2025 Obligation such person shall not have been such officer or representative of the Trustee.

## **Section 2.7 Book-Entry-Only-System.**

(a) The Series 2025 Obligations shall be initially issued to DTC for holding in a Book-Entry-Only-System, without further action by the City. There shall be a single Series 2025 Obligation representing the entire aggregate principal amount of each maturity of the Series 2025 Obligations and such Series 2025 Obligation shall be registered in the name of DTC or its nominee, as Registered Owner of the Series 2025 Obligation, and immobilized initially in the custody of or for the benefit of DTC.

(b) 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 a depository for the Series 2025 Obligations upon 30 days' written notice to the Trustee. The Owners of the Series 2025 Obligations have no right to either a Book-Entry-Only-System or a depository for the Series 2025 Obligations.

(c) Notwithstanding any other provision of this 2025 Trust Agreement or the Series 2025 Obligations, so long as the Series 2025 Obligations are in a Book-Entry-Only-System and DTC or its nominee is the Registered Owner of the Series 2025 Obligations:

(i) Presentation. Presentation of Series 2025 Obligations to the Trustee at redemption or at maturity shall be deemed made to the Trustee when the right to exercise ownership rights in the Series 2025 Obligations through DTC or DTC's participants is transferred by DTC on its books.

(ii) Fractionalized Representation. DTC may present notices, approvals, waivers, votes or other communications required or permitted to be made by beneficial owners of the Series 2025 Obligations under this 2025 Trust Agreement on a fractionalized basis on behalf of some or all of those persons entitled to exercise ownership rights in the Series 2025 Obligations through DTC or its participants.

(iii) Series 2025 Obligations Not Registered to City. The Series 2025 Obligations purchased by the City shall not be registered in the name of the City on the registration books maintained by the Trustee and shall not be physically held by any party other than DTC.

(iv) Limitations on Transfer. The Series 2025 Obligations or any portion thereof shall not be transferable or exchangeable except:

(A) To any successor of DTC;

(B) To any new securities depository not objected to by the Trustee, upon (1) the resignation of the then current securities depository or its successor from its functions as securities depository or (2) termination of the use of a securities depository by direction of the City; or

(C) To any Persons who are the assigns of DTC or its nominee, upon (1) the resignation of DTC from its functions as DTC hereunder or (2) termination by the City of use of DTC.

(d) 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 book entry interests in the Series 2025 Obligations by appropriate notice to DTC or its successor securities depository, the City and the Trustee shall permit withdrawal of the Series 2025 Obligations from the securities depository, execute and deliver Series 2025 Obligation certificates in fully registered form and in denominations authorized by this Section to the assignees of the securities depository or its nominee. Such withdrawal, execution and delivery shall be at the cost and expense (including costs of printing or otherwise preparing, and delivering, such replacement Series 2025 Obligation certificates) of the City.

(e) Subject to any arrangements made by the Trustee with DTC with respect to the Series 2025 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 Series 2025 Obligation as provided in this 2025 Trust Agreement.

**Section 2.8 Application of Proceeds.** The proceeds received by the Trustee (net of Underwriter's compensation of \$[ ] and combined premium for the Bond Insurance Policy and Subordinate Reserve Fund Guaranty of \$[ ]) from the sale of the Series 2025 Obligations shall forthwith be set aside by the Trustee in the following respective funds and accounts to effectuate the financing of the Project in the following order of priority:

- (a) The Trustee shall deposit \$[ ] to the Delivery Costs Fund; and
- (b) [The Trustee shall deposit \$[ ] to the Series 2025 Subordinate Reserve Fund; and]
- (c) The Trustee shall deposit the remainder of the proceeds in the amount of \$[ ] to the Acquisition Fund for the acquisition, construction and installation of the Project.

**Section 2.9 Transfer and Exchange.** The Series 2025 Obligations shall be transferred or exchanged by the Trustee in accordance with Section 4(C) of the Master Resolution.

**Section 2.10 Series 2025 Obligations Mutilated, Lost, Destroyed or Stolen.** If any Series 2025 Obligation is mutilated, lost, wrongfully taken or destroyed, the Trustee shall execute

and deliver a new Series 2025 Obligation in accordance with Section 4(D) of the Master Resolution.

**Section 2.11 Payment.** If the Book-Entry-Only-System is in effect, payment of interest due with respect to any Series 2025 Obligations on any Interest Payment Date shall be made to DTC. If the Book-Entry-Only-System is discontinued, payment of interest due with respect to any Series 2025 Obligation on any Interest Payment Date shall be made to the person appearing on the registration books of the Trustee as the Owner of the Series 2025 Obligation thereof as of the Record Date immediately preceding such Interest Payment Date, such interest to be paid by check mailed by first class mail to such Owner of the Series 2025 Obligation at the Owner's address as it appears on such registration books; provided, however, that interest payable to any Owner of the Series 2025 Obligation of \$1,000,000 or more in principal amount of Series 2025 Obligations shall be paid by wire transfer in immediately available funds to an account in the United States of America if the Owner of the Series 2025 Obligation 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 interest payments until otherwise requested in a subsequent written notice. The principal and redemption price, if any, with respect to the Series 2025 Obligations shall be payable in lawful money of the United States of America upon surrender when due at the designated office of the Trustee. Principal, interest and premium, if any, payable to any securities depository shall be paid by wire transfer.

**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 2025 Trust Agreement to be signed or executed by Series 2025 Obligation Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners of the Series 2025 Obligations 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 Series 2025 Obligations. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of Series 2025 Obligations shall be sufficient for any purpose of this 2025 Trust Agreement (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner of the Series 2025 Obligations 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) The fact of the ownership of Series 2025 Obligations by any person and the amount, the maturity and the numbers of such Series 2025 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 Series 2025 Obligation shall bind every future Owner of the same Series 2025 Obligation in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

**Section 2.13 Series 2025 Obligation Register.** The Trustee will keep or cause to be kept, at its designated office, sufficient books for the registration and transfer of the Series 2025 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, Series 2025 Obligations as hereinbefore provided.

**Section 2.14 Payment of Unclaimed Amounts.** If the Book-Entry-Only System has been discontinued, in the event any check for payment of interest on a Series 2025 Obligation is returned to the Trustee unendorsed or is not presented for payment within two years (subject to applicable escheat laws) from its payment date or any Series 2025 Obligation is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal due upon such Series 2025 Obligation shall have been made available to the Trustee for the benefit of the Owner of the Series 2025 Obligation 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 Series 2025 Obligation who shall thereafter be restricted exclusively to such funds for any claim of whatever nature relating to such Series 2025 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 laws) 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 Trustee shall surrender such unclaimed funds so held to the City, whereupon any claim of whatever nature by the Owner of such Series 2025 Obligation arising under such Series 2025 Obligation shall be made upon the City.

## ARTICLE III

### ACQUISITION FUND; DELIVERY COSTS FUND

**Section 3.1 Acquisition Fund.** The Trustee shall establish a special trust fund designated as the "City of Goodyear 2025 Project Acquisition Fund" (hereinafter referred to as the "*Acquisition 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 2025 Trust Agreement.

**Section 3.2 Purpose.** Except as provided in Sections 3.3 and 3.4, moneys in the Acquisition Fund shall be expended only for Project Costs.

**Section 3.3 Payment of Project Costs.**

(a) The amount in the Acquisition Fund will be applied to the payment of the Project Costs, as hereinafter provided, upon receipt of a duly executed Payment Request Form in

substantially the form attached hereto as Exhibit B, duly certified to by the City Representative. The Trustee shall remit to the payee designated in the Payment Request Form, the amount requested to be paid in such Payment Request Form within three Business Days following submission of such Payment Request Form. Notwithstanding the foregoing, the Trustee shall apply moneys on deposit in the Acquisition Fund to reimburse the City for any Project Costs incurred or advanced by the City within three Business Days of receipt of a duly executed Reimbursement Request Form in substantially the form attached hereto as Exhibit C duly certified by the City Representative. The City shall not submit, in the aggregate, more than four Payment Request Forms and/or Reimbursement Request Forms in any one calendar month.

(b) Project Costs will be paid directly to the payee named in the Payment Request Form unless the City Representative requests payment to be made to the payee and another party jointly, in which case such cost shall be paid jointly.

(c) Should any shortfall or deficiency occur in either the Delivery Costs Fund or the Acquisition Fund, the City shall pay, but solely from Net Revenues and other legally available moneys, such amounts to the Trustee.

(d) Pursuant to the 2025 Agreement and subject to the terms and conditions thereof, the City has irrevocably been appointed by the Trustee as its sole and exclusive agent to act for and on behalf of the Trustee in the acquisition, construction and installation of the Project.

(e) Amounts in the Acquisition Fund shall be used to pay principal and interest on the Series 2025 Obligations if insufficient funds are otherwise available to make such payments when due.

**Section 3.4 Transfers Upon Acquisition.** Upon completion of the acquisition, construction and installation of the Project and with the direction of the City Representative, but in no event later than [\_\_\_\_\_, 2028], all remaining moneys not needed to pay Project Costs in the Acquisition Fund shall be transferred to the Payment Fund and applied by the Trustee to the Payments due from the City on the next succeeding Payment Date. Upon such transfer the Acquisition Fund shall be closed.

**Section 3.5 Reserved.**

**Section 3.6 Establishment and Application of Delivery Costs Fund.**

(a) The Trustee shall establish a special trust fund designated as the “City of Goodyear 2025 Project 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 requesting disbursement 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.

(c) On the earlier of August 1, 2025, or when all Delivery Costs associated with the Series 2025 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 or Acquisition Fund as directed by the City, and the Delivery Costs Fund shall be closed.

**Section 3.7 Application of Acquisition Fund Investment Earnings.** Subject to Sections 5.7 and 7.6 pertaining to arbitrage rebate, the Trustee shall transfer, on or before each January 1 and July 1, any investment earnings on the moneys on hand in the Acquisition Fund to the Payment Fund to be applied and credited to pay Payments due pursuant to the 2025 Agreement.

**Section 3.8 Payments by the City.** Subject to the limitation to the subordinate claim on Net Revenues, the City shall be required to make Payments as required in Section 2.1 of the 2025 Agreement as necessary to make the payments shown on *Exhibit A* to the 2025 Agreement, taking into account any funds on deposit in the Payment Fund as a credit towards any Payment then due. The Trustee, on or before the dates set forth in Section 2.1(a)(i) of the Agreement relating to each Payment Date, shall notify the City of the amount required to be paid on that Payment Date after taking into account interest earnings which will be transferred to the Payment Fund in accordance herewith.

## ARTICLE IV

### REDEMPTION OF SERIES 2025 OBLIGATIONS

**Section 4.1 Optional Redemption.** The Series 2025 Obligations maturing on and after July 1, [20\_\_], are subject to redemption prior to maturity, from prepayments made at the option of the City pursuant to Section 7.1 of the 2025 Agreement, in whole or in part on any date, on or after July 1, [20\_\_], at a redemption price equal to the principal amount of Series 2025 Obligations or portions thereof to be redeemed, together with accrued interest to the date fixed for redemption, but without premium, from such maturities as may be selected by the City and by lot within any maturity by the method applied by DTC.

**Section 4.2 Mandatory Redemption.** The Series 2025 Obligations maturing on July 1, 20\_\_, July 1, 20\_\_, and July 1, 20\_\_, will be subject to mandatory redemption on the following dates and in the following amounts at a price equal to the principal amount of each Series 2025 Obligation or portion thereof to be redeemed, together with accrued interest to the date fixed for redemption, but without premium:

Term Obligation Maturing in 20\_\_

| <u>Year</u> | <u>Principal</u> |
|-------------|------------------|
| 20__        |                  |
| 20__        |                  |

20  
20  
20  
20\*

---

\*Maturity

Term Obligation Maturing in 20\_\_

| <u>Year</u> | <u>Principal</u> |
|-------------|------------------|
| 20          |                  |
| 20          |                  |
| 20          |                  |
| 20          |                  |
| 20*         |                  |

---

\*Maturity

Term Obligation Maturing in 20\_\_

| <u>Year</u> | <u>Principal</u> |
|-------------|------------------|
| 20          |                  |
| 20          |                  |
| 20          |                  |
| 20          |                  |
| 20*         |                  |

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\*Maturity

**Section 4.3 Selection of Series 2025 Obligations for Redemption.** The Series 2025 Obligations shall be redeemed only in the principal amounts of \$5,000 each or integral multiples thereof. The City shall, at least 45 days prior to the redemption date in the case of the Series 2025 Obligations subject to optional redemption, notify the Trustee of such redemption date and of the maturities of the Series 2025 Obligations and the principal amount of the Series 2025 Obligations of any such maturity to be redeemed on such date. For the purposes of any redemption of less than all of the Series 2025 Obligations of a single maturity, if the Book-Entry-Only-System is not in effect, the particular Series 2025 Obligations or portions of Series 2025 Obligations of such maturity to be redeemed shall be selected by lot not more than 45 nor less than 30 days prior to the redemption date by the Trustee by such selection methods as the Trustee shall in its sole discretion deem appropriate and fair; provided, however, that such selection methods shall provide for the selection of Series 2025 Obligations or portions thereof for redemption in principal amounts of \$5,000 or integral multiples thereof such that any \$5,000 Series 2025 Obligation or \$5,000 portion of a Series 2025 Obligation of such maturity shall be as likely to be called for redemption as any other such \$5,000 Series 2025 Obligation or \$5,000 portion thereof. The Trustee shall promptly notify the City in writing of the Series 2025 Obligations so selected for redemption, and the City will provide the Trustee within 30 days a recomputed payment schedule for the 2025 Agreement.

#### **Section 4.4 Notice of Redemption.**

(a) When optional redemption is authorized pursuant to this Article IV, the Trustee shall give notice of the optional redemption of the Series 2025 Obligations. Such notice shall specify: (i) that the Series 2025 Obligations or a designated portion thereof are to be redeemed, (ii) the date of redemption, (iii) the place or places where the redemption will be made, and (iv) in the case of each Series 2025 Obligation called only in part, the portion of the principal thereof that is to be redeemed. The notice shall further state that if, on the specified redemption date, moneys for redemption of all said Series 2025 Obligations to be redeemed, together with interest to the date of redemption, shall be held by the Trustee, then, from and after such date of redemption, interest with respect to the Series 2025 Obligations so called shall cease to accrue and become payable. If the money necessary for such redemption is not held by the Trustee or DTC, at the time of mailing the notice of redemption, the notice shall further state that the redemption is conditional on such money being so held on the date set for redemption, and that if not so held, the redemption shall be cancelled and the notice shall be of no force or effect.

(b) The Trustee shall cause notice of any redemption, including mandatory, of the Series 2025 Obligations to be sent electronically to DTC by the method required by DTC and to the Municipal Securities Rulemaking Board (the “MSRB”), currently through the MSRB’s Electronic Municipal Market Access system, by the method required by the MSRB, no more than 60 and no fewer than 30 calendar days prior to the redemption date. If the Book-Entry-Only-System is discontinued, notice of such redemption shall be mailed by first class mail to the Underwriter, or if the Underwriter is a syndicate, to the managing member of such syndicate, and to the respective Owners of Series 2025 Obligations designated for redemption at their addresses appearing on the Series 2025 Obligation registration books, at least 30 days, but not more than 60 days prior to the redemption date, which notice shall, in addition to setting forth the above information, set forth, in the case of each Series 2025 Obligation called only in part, the portion of the principal thereof which is to be redeemed; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Series 2025 Obligations.

**Section 4.5 Partial Redemption of Series 2025 Obligation.** Upon surrender of any Series 2025 Obligation redeemed in part only, the Trustee shall execute and deliver to the registered Owner of the Series 2025 Obligation thereof, at the expense of the City, a new Series 2025 Obligation or Series 2025 Obligations of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Series 2025 Obligation surrendered and of the same maturity.

#### **Section 4.6 Effect of Notice of Redemption.**

(a) Notice having been given as aforesaid, and moneys for the redemption (including the interest on the Series 2025 Obligations to the applicable date of redemption and any applicable premium), having been set aside in the Payment Fund, the Series 2025 Obligations shall become due and payable on said date of redemption, and, upon presentation and surrender thereof at the office or offices specified in said notice, said Series 2025 Obligations shall be paid at the

unpaid principal amount (or applicable portion thereof) with respect thereto, plus interest accrued and unpaid to said date of redemption on Series 2025 Obligations and any applicable premium.

(b) If, on said date of redemption, moneys for the optional redemption of all the Series 2025 Obligations to be redeemed, together with interest to said date of redemption, shall be held by the Trustee or a Depository Trustee so as to be available therefor on such date of redemption, and, if notice of redemption thereof shall have been given as aforesaid, then, from and after said date of redemption, interest with respect to the Series 2025 Obligations shall cease to accrue and become payable. If on such date such moneys are not so held, the redemption shall be cancelled and the notice shall be of no force or effect.

(c) All moneys held by or on behalf of the Trustee or a Depository Trustee for the redemption of Series 2025 Obligations shall be held in trust for the account of the Owners of the Series 2025 Obligations so to be redeemed.

(d) All Series 2025 Obligations paid at maturity or redeemed prior to maturity pursuant to the provisions of this Article shall be cancelled upon surrender thereof and destroyed.

## ARTICLE V

### PAYMENTS; PAYMENT FUND; RESERVE FUND

**Section 5.1** **Trustee's Rights in 2025 Agreement.** The Trustee holds in trust hereunder all of its rights and duties in the 2025 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 2025 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 2025 Project 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 Series 2025 Obligations. So long as any Series 2025 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 2025 Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

**Section 5.3** **Deposits.** There shall be deposited in the Payment Fund all Payments received by the Trustee and withdrawn from the Subordinate Obligation Fund for such purpose.

**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, and



redemption premiums, if any, with respect to the Series 2025 Obligations as the same shall become due and payable, in accordance with the provisions of Articles II and IV hereof.

**Section 5.5**    **Transfers of Investment Earnings to Payment Fund.** Subject to Sections 5.7 and 7.6 pertaining to arbitrage rebate, the Trustee shall, annually fifteen 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**    **Reserved.**

**Section 5.7**    **Subordinate Rebate Fund.**

(a) In the event the City is required to rebate its earnings and profits from the investment of the Series 2025 Obligations, the Trustee shall establish, as a separate deposit account in the custody of the Trustee, a fund to be designated as the “City of Goodyear Series 2025 Subordinate Rebate Fund” (which shall also be known as the “*Series 2025 Subordinate Rebate Fund*”). Money and investments in the Series 2025 Subordinate Rebate Fund shall not be used for the payment of debt service on the Series 2025 Obligations and any provision hereof to the contrary notwithstanding, amounts credited to the Series 2025 Subordinate Rebate Fund shall be free and clear of any lien hereunder. Moneys and investments in the Series 2025 Subordinate Rebate Fund are not included within the trust estate executed in the granting clauses hereof and shall be invested pursuant to the procedures and in the manner provided for investment of moneys in the Funds.

(b) Unless otherwise provided in Subsequent Rebate Instructions (defined below), promptly after the end of every fifth Bond Year of the Series 2025 Obligations and promptly after the payment in full of all Outstanding Series 2025 Obligations, the City shall engage, and furnish information to, the Rebate Consultant to calculate the Rebate Amount as of the end of every fifth Bond Year of the Series 2025 Obligations or the date of such payment in full and shall provide to the Trustee copies of such calculations. Upon the occurrence of an Event of Default and at the request of the Trustee, the Rebate Consultant shall calculate the Rebate Amount as of the date requested by the Trustee and provide such calculation to the Trustee on or before the date so requested. Whenever there is a rebate calculation and the Rebate Consultant provides the calculation to the Trustee, the Trustee shall then notify the City Representative in writing of the amount then on deposit in the applicable account in the Series 2025 Subordinate Rebate Fund.

(c) If the City fails to retain a Rebate Consultant or if the Rebate Consultant fails to make the calculation of Rebate Amount by the 30th day after the end of every fifth Bond Year of the Series 2025 Obligations or the date of payment in full of the Series 2025 Obligations, the Trustee shall promptly notify the City of such failure and the Trustee shall retain an independent certified public accounting firm or other qualified independent person, at the expense of the City, to make or cause to be made such calculation and shall provide copies of such calculations to the City.

(d) The City is obligated to pay the Rebate Amount to the Trustee which will be deposited by the Trustee into the Series 2025 Subordinate Rebate Fund. If the amount then on deposit in the Series 2025 Subordinate Rebate Fund is in excess of the Rebate Amount as computed

by the Rebate Consultant, the Trustee shall forthwith pay that excess amount to the City. If the amount then on deposit in the Series 2025 Subordinate Rebate Fund is less than the Rebate Amount (computed by taking into account the amount or amounts, if any, previously paid to the United States pursuant to this Section), the City shall, within five days after receipt of the aforesaid notice from the Trustee, pay to the Trustee from Net Revenues available for Debt Service on the Subordinate Obligations or other funds legally available therefor, for deposit in the Series 2025 Subordinate Rebate Fund an amount sufficient to cause the Series 2025 Subordinate Rebate Fund to contain an amount equal to the Rebate Amount.

(e) If at any time the Trustee is required to retain or pay a Rebate Consultant, then the Trustee, after delivering to the City a demand for payment of an amount sufficient to pay the Rebate Consultant within three business days after such demand, shall withdraw from any fund established hereunder, such amount as may be needed to pay the Rebate Consultant. If at any time when the Trustee is required to withdraw money from the Series 2025 Subordinate Rebate Fund to make a payment to the United States of America the amount held by the Trustee in the Series 2025 Subordinate Rebate Fund is insufficient to permit such withdrawal and payment, then the Trustee, after delivering a demand for such deficiency to the City, shall withdraw from any fund established hereunder and transfer the amount so withdrawn in each case to the Series 2025 Subordinate Rebate Fund in such amounts as may be to make the amount in the Series 2025 Subordinate Rebate Fund, after such transfers, equal to the amount required to be withdrawn and paid to the United States of America.

(f) This Section shall supersede all other sections of this 2025 Trust Agreement, to the end that the interest on the Series 2025 Obligations shall not be included in gross income for federal income tax purposes as a result of the inadequacy at any time of the Series 2025 Subordinate Rebate Fund, unless the total amount held by the Trustee in all funds established hereunder is insufficient, and no money for such purpose is provided by City.

(g) Within 60 days after the end of the fifth Bond Year of the Series 2025 Obligations and every fifth succeeding Bond Year of the Series 2025 Obligations thereafter, the Trustee, acting on behalf of the City, shall pay to the United States in accordance with Section 148(f) of the Code from the moneys then on deposit in the Series 2025 Subordinate Rebate Fund an amount equal to 90% (or such greater percentage not in excess of 100% as the City may direct the Trustee to pay) of the Rebate Amount (such Rebate Amount to be notified to the Trustee by the City or the Rebate Consultant) earned from the date of the original delivery of the Series 2025 Obligations to the end of such fifth Bond Year of the Series 2025 Obligations including income attributable to Rebate Amount during the final payment period (as defined in applicable Regulations under the Code).

(h) Within 60 days after the payment in full of all Outstanding Series 2025 Obligations, the Trustee shall pay to the United States in accordance with Section 148(f) of the Code from the moneys then on deposit in the Series 2025 Subordinate Rebate Fund an amount equal to 100% of the Rebate Amount earned from the date of the original delivery of the Series 2025 Obligations to the date of such payment. Any moneys remaining in the Series 2025 Subordinate Rebate Fund following such payment shall be paid to the City.

(i) The City and the Trustee shall comply with any written instructions relating to this Section 5.7 furnished after the execution and delivery of the Series 2025 Obligations from the City and accompanied by an opinion of nationally recognized bond counsel addressed to the City and the Trustee to the effect that compliance with such instructions will not adversely affect any exclusion of interest on any of the Series 2025 Obligations from gross income for federal income tax purposes (the “*Subsequent Rebate Instructions*”), even if such Instructions are different from or inconsistent with this Section. The City and the Trustee shall be entitled to rely conclusively on the calculations made pursuant to this Section and any Subsequent Rebate Instructions and shall not be responsible for any loss or damage resulting from any action taken or omitted to be taken in reliance upon those calculations.

(j) The Trustee shall obtain and keep records of the computations made pursuant to this Section and all original source documents and other information necessary to, or from, such computations for a period ending six years after the last of the Series 2025 Obligations is retired, or such later date as required by its policies and procedures.

(k) The Trustee shall keep and make available to the City such records concerning the investments of the gross proceeds of the Series 2025 Obligations and the investments of earnings from those investments as may be required by the Rebate Consultant in order to enable the Rebate Consultant to make the aforesaid computations as are required under Section 148(f) of the Code. The City shall obtain and keep such records of the computations made pursuant to this Section as are required under Section 148(f) of the Code.

(l) The Trustee shall establish in the Series 2025 Subordinate Rebate Fund and any other fund such accounts and subaccounts as it is instructed by the City in order to assist it in determining applicable accounting for tax purposes and recordkeeping activities in connection therewith.

(m) All computations and determinations pursuant to this Section shall be made in accordance with Section 148(f) of the Code.

**Section 5.8 Surplus.** Any surplus remaining in any of the funds or accounts created hereunder, after redemption and payment of all Series 2025 Obligations, including premiums and accrued interest, if any, and payment of any applicable fees and expenses 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 5.9 Separate Funds and Accounts.** Moneys 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 other Subordinate Parity Obligations, and the Owners of the Series 2025 Obligations shall have no claim or lien upon any moneys or investments properly paid into and held in the funds and accounts established under the proceedings for any other Subordinate Parity Obligations.

**Section 5.10 Reserved.**

**Section 5.11 Subordinate Reimbursement Fund.**

(a) If a Subordinate Reserve Fund Guaranty secures the Series 2025 Obligations and a Drawdown shall have occurred, the City shall transfer to the Trustee for deposit into the Subordinate Reimbursement Fund for payment of Policy Costs for the Subordinate Obligations commencing the 10th day of the first month following a Drawdown and each month thereafter for the next succeeding 11 months or for such longer period if agreed to by the Subordinate Reserve Fund Guarantor, or until the Subordinate Reimbursement Fund contains amounts sufficient to reimburse all Policy Costs for the Subordinate Obligations, or all Policy Costs for the Subordinate Obligations with respect to such Drawdown have been paid from the Subordinate Reimbursement Fund created by the Master Resolution, an amount equal to at least 1/12 (or such other agreed upon portion of the Policy Costs for the Subordinate Obligations) of the aggregate of Policy Costs for the Subordinate Obligations related to the Drawdown. Moneys may be paid from the Subordinate Reimbursement Fund to reimburse the Subordinate Reserve Fund Guarantor for any Drawdown at any time, as directed by the Finance Director.

(b) Moneys in the Subordinate Reimbursement Fund shall be used only to reimburse the Subordinate Reserve Fund Guarantor for Policy Costs for the Series 2025 Obligations resulting from Drawdowns. If more than one Subordinate Reserve Fund Guarantee shall hereafter be deposited to the Series 2025 Subordinate Reserve Fund, Policy Costs for the Series 2025 Obligations with respect to any Drawdown which occurs against the Subordinate Reserve Fund Guaranties shall be reimbursed on a pro rata basis (calculated by reference to the maximum amounts available for such reimbursement) after first applying all cash and investments in the Series 2025 Subordinate Reserve Fund and prior to any replenishment of the Series 2025 Subordinate Reserve Fund.

(c) If the City fails to repay any Policy Costs for the Subordinate Obligations, any Subordinate Reserve Fund Guarantor shall be entitled to exercise any and all remedies available at law or under the Master Resolution other than (i) acceleration of the maturity of the Subordinate Obligations or (ii) any other remedies which would adversely affect the rights of the Owners of the Subordinate Obligations and the Owners of the Senior Bonds.

(d) All Subordinate Reserve Fund Guaranties shall by their terms expire no earlier than the final maturity date of the respective series of Subordinate Obligations for which said Subordinate Reserve Fund Guaranty applies.

**Section 5.12 Series 2025 Subordinate Reserve Fund.** The Trustee shall establish a special trust fund designated as the City of Goodyear Series 2025 Subordinate Reserve Fund (hereinafter referred to as the “*Series 2025 Subordinate Reserve Fund*”), shall keep such fund separate and apart from all other funds and moneys held by it, and shall administer such funds as provided in this Article V. The Series 2025 Subordinate Reserve Fund can be funded with cash, a Subordinate Reserve Fund Guaranty, or a combination of both. The prior written consent of the Insurer is a condition precedent to the deposit of any Subordinate Reserve Fund Guaranty in lieu

of a cash deposit into the Series 2025 Subordinate Reserve Fund as set forth in the 2025 Insurance Agreement.

(a) On or before the 10th day of each month, the City shall transfer to the Trustee from the Subordinate Reserve Fund created by the Master Resolution for deposit into the Series 2025 Subordinate Reserve Fund an amount equal to 1/60 of the amount required to increase or restore the Reserve Fund Value to the Subordinate Reserve Requirement for the Series 2025 Obligations within a five-year period for the Series 2025 Obligations, or such amount as is required hereunder to restore the Series 2025 Subordinate Reserve Fund to the Subordinate Reserve Requirement for the Series 2025 Obligations after a Subordinate Reserve Fund withdrawal.

(b) If, on any Principal Payment Date or Interest Payment Date, a Deficiency exists, then:

(i) If there are investments or cash in the Series 2025 Subordinate Reserve Fund, such investments shall be liquidated and the cash and investment proceeds transferred to the Subordinate Obligation Fund for payment of interest on, Accreted Value of, or principal of, the Series 2025 Obligations; and

(ii) If the Deficiency is not cured after any transfers pursuant to subparagraph (a) above, then the Trustee shall deliver a request for Drawdown to the Subordinate Reserve Fund Guarantor(s) for the Series 2025 Obligations. All Drawdown proceeds shall be applied to payment of the interest on, Accreted Value of, or principal of, the Series 2025 Obligations.

(c) Money in the Series 2025 Subordinate Reserve Fund and Drawdowns shall be used solely for the payment of interest on, or principal of the Series 2025 Obligations as to which there would otherwise be default in such payment. All money so taken from the Series 2025 Subordinate Reserve Fund to pay principal, or interest shall be replaced therein from the first money in the Revenue Fund thereafter received which is not required for current transfers pursuant to the Master Resolution.

(d) [The Series 2025 Subordinate Reserve Fund will be funded by a Subordinate Reserve Fund Guaranty].

**[Section 5.13 Subordinate Reserve Fund Guaranty.** If at any time the City shall deliver to the Trustee (a) a Subordinate Reserve Fund Guaranty, (b) an opinion of Independent Counsel stating that the delivery of such Subordinate Reserve Fund Guaranty to the Trustee is authorized under this 2025 Trust Agreement and complies with the terms hereof, (c) evidence that the Subordinate Reserve Fund Guarantor is rated “AA” or better by S&P, and (d) if subsequent to execution and delivery of the Series 2025 Obligations evidence satisfactory to the Trustee that Moody’s, if the Series 2025 Obligations are rated by Moody’s, or S&P, if the Series 2025 Obligations are rated by S&P, or Fitch, if the Series 2025 Obligations are rated by Fitch, or any combination of the foregoing, as applicable, has reviewed the proposed Subordinate Reserve Fund Guaranty and that (i) the issuance of the Subordinate Reserve Fund Guaranty to the Trustee to satisfy the Subordinate Reserve Requirement for the Series 2025 Obligations, and (ii) if the

proposed Subordinate Reserve Fund Guaranty is to be substituted for a Subordinate Reserve Fund Guaranty then in effect, the substitution of the proposed Subordinate Reserve Fund Guaranty for the Subordinate Reserve Fund Guaranty then in effect, will not, by itself, result in a reduction or withdrawal of its rating on the Series 2025 Obligations, and if such rating shall be in effect on the date of such issuance and, if applicable, substitution, then the Trustee shall accept such Subordinate Reserve Fund Guaranty and, if applicable, promptly surrender the previously held Subordinate Reserve Fund Guaranty, if any, to the issuer thereof for cancellation.]

## ARTICLE VI

### PLEDGE AND LIEN

**Section 6.1** **Pledge.** The Series 2025 Obligations shall be equally and ratably secured hereby without priority one over the other. The Series 2025 Obligations shall each enjoy complete parity of lien on the Net Revenues available for debt service on the Subordinate Obligations despite the fact that any of the Subordinate Obligations may be delivered at an earlier date than any other of the Subordinate Obligations. The subordinate pledge of the Series 2025 Obligations is on a parity with the Existing Subordinate Parity Obligations.

**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, except for Senior Bonds now or hereafter issued if the conditions set forth in Section 15 of the Master Resolution are met. 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 by either except in lieu of, or upon transfer of registration or exchange of, any Series 2025 Obligation as provided herein and except for Subordinate Parity Obligations now or hereafter issued if the conditions set forth in Section 15 of the Master Resolution are met.

**Section 6.3** **Subordinate Parity Obligations.** The City reserves the right to issue additional Subordinate Parity Obligations payable from and secured by an equal lien on the Net Revenues with the Series 2025 Obligations herein authorized and for the purpose or purposes as specified by law if the conditions set forth in Section 15 of the Master Resolution are met.

## ARTICLE VII

### MONEYS IN FUNDS; INVESTMENT

**Section 7.1** **Held in Trust.** The moneys and investments held by the Trustee under this 2025 Trust Agreement are irrevocably held in trust for the benefit of the Owners of the Series 2025 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 2025 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 any Owner of Series 2025 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 in Permitted Investments. The City Representative may by written order filed with the Trustee 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 or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 7.2 and may invest in funds which are Permitted Investments to which the Trustee or any of its affiliates provide services as an investment advisor. 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. Amounts in the Payment Fund may be invested only in Permitted Investments which (a) are rated no lower than the underlying rating on the Series 2025 Obligations or (b) secured by obligations which are so rated. Absent written direction of the City, the Trustee shall invest moneys held under this 2025 Trust Agreement in those investments described in clause (2) of Permitted Investments.

**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 Sections 5.7 and 7.6 pertaining to arbitrage rebate, Section 5.5 pertaining to annual transfers to the Payment Fund and Section 5.12 pertaining to the Series 2025 Subordinate Reserve 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; provided however, that, if the amount in the Series 2025 Subordinate Reserve Fund exceeds the Subordinate Reserve Requirement, such excess shall be transferred to the Payment Fund.

**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 best price obtainable, or present for redemption, 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. With respect to the valuation of the Series 2025 Subordinate Reserve Fund, valuation shall occur every January 1 and July 1 commencing [July] 1, 2025 and immediately upon a withdrawal from the Series 2025 Subordinate Reserve Fund.

**Section 7.6 Arbitrage Covenant.** The City hereby covenants with the Owners of the Series 2025 Obligations that it will make no use of the proceeds of the Series 2025 Obligations or other moneys which would cause the obligations of the City under the 2025 Agreement to be “arbitrage bonds” subject to federal income taxation by reason of Section 148 of the Code.

## **Section 7.7    Tax Covenants.**

(a) In consideration of the acceptance and execution of the 2025 Agreement by the Trustee and the purchase by the Owners of the Series 2025 Obligations, from time to time, and in consideration of retaining the exclusion of interest income from gross income on the 2025 Agreement and the Series 2025 Obligations for federal income tax purposes, the City covenants with the Trustee and the Series 2025 Obligation holders from time to time 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 2025 Agreement or the Series 2025 Obligations to become subject to inclusion in gross income for federal income tax purposes under either laws existing on the date of execution of the 2025 Agreement or such laws as they may be modified or amended.

(b) The City agrees that it will comply with such requirement(s) and will take any such action(s) as are necessary to prevent interest income on the 2025 Agreement or the Series 2025 Obligations 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 special counsel; to pay to the United States of America any required amounts representing rebates of arbitrage profits relating to the 2025 Agreement; filing forms, statements and supporting documents as may be required under the federal tax laws; limiting the term of and yield on investments made with moneys relating to the 2025 Agreement; and limiting the use of the proceeds of the 2025 Agreement and property financed thereby.

## **ARTICLE VIII**

### **THE TRUSTEE**

**Section 8.1    Appointment of Trustee.** U.S. Bank Trust Company, National Association is hereby appointed Trustee by the City for the purpose of executing and delivering the 2025 Agreement and receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this 2025 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 Series 2025 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.

**Section 8.2    Liability of Trustee; Standard of Care.** The recitals of facts, covenants and agreements herein and in the Series 2025 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, or makes any representations as to the validity or sufficiency of this 2025 Trust Agreement or of the Series 2025 Obligations or shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Series 2025 Obligations

assigned to or imposed upon them, respectively, including but not limited to the Trustee's obligations under Article VII and Section 8.9 hereof. Prior to the occurrence of an Event of Default, or after the timely cure of an Event of Default, the Trustee shall perform only such duties as are specifically set forth in this 2025 Trust Agreement and no implied covenants or obligations shall be read into this 2025 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 indenture trustee would exercise under the circumstances in the conduct of the Trustee's corporate trust business.

**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.**

(a) 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 Series 2025 Obligation or to take any action at his request unless such Series 2025 Obligation shall be deposited with the Trustee and satisfactory evidence of the ownership of such Series 2025 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.

(b) Whenever in the administration of its duties under this 2025 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.

(c) The Trustee may become the Owner of the Series 2025 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 Series 2025 Obligations, whether or not such committee shall represent the Owners of the majority in principal amount of the Series 2025 Obligations then Outstanding.

(d) 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 and accounts established hereunder, except only for its own willful misconduct or negligence.

(e) No provision in this 2025 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.

(f) The Trustee shall not be accountable for the use or application by the City or any other party of any funds which the Trustee has released in accordance with the terms hereof.

(g) The Trustee makes no representation or warranty, express or implied, as to the title, value, design, compliance with specifications or legal requirements, quality, durability, operation, condition, merchantability or fitness for any particular purpose or fitness for the use contemplated by the City of the Project. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the 2025 Agreement or this 2025 Trust Agreement for the acquisition, construction, installation, furnishing, equipping, existence or use of the Project.

(h) Notwithstanding any provision herein or in the 2025 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 Section 13(B) of the Master Resolution and Section 5.1 of the 2025 Agreement, unless 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 Series 2025 Obligations then Outstanding.

**Section 8.5 Compensation of Trustee.** The City shall from time to time, 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.**

(a) 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 Series 2025 Obligations

Outstanding, by written directive, at any time and for any reason, may remove the Trustee and any successor thereto, but any such successor shall be a bank or trust company acceptable to the City and doing business and having an office in the State, 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.

(b) The Trustee may at any time resign by giving written notice to the City. 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 the City's sending notice of removal or its receipt of such notice of resignation, the resigning or removed Trustee may petition at the expense of the City, 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. Trustee and 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 Series 2025 Obligation Owners at their respective addresses set forth on the Series 2025 Obligation registration books maintained pursuant to the Master Resolution.

(c) 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 2025 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 hereunder 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 hereto in a separate fund or funds for investment purposes only; provided, however, that all funds or accounts 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 by the Trustee hereunder, which shall be available for inspection by the City, or any of their 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) Amendments Requiring Consent. Except as set forth in paragraph (b), with respect to amendments affecting the Series 2025 Obligations[, the Insurer], the applicable Subordinate Reserve Fund Guarantor and the Owners of two-thirds in aggregate principal amount of the Series 2025 Obligations at any time Outstanding (not including in any case the Series 2025 Obligations that may then be held or owned by or for the account of the City, but including the Series 2025 Obligations as may be issued for the purpose of refunding any of the Subordinate Obligations authorized by the Master Resolution if such refunding Subordinate Obligations are not owned by the City) shall have the right from time to time to consent to and approve modifications and amendments to this 2025 Trust Agreement and the 2025 Agreement; provided however, the modification and amendments do not adversely, materially affect the rights of the Owners of the Senior Bonds; provided, further, that this 2025 Trust Agreement and the 2025 Agreement may not be so modified or amended in such manner as to:

- (i) Make any change in the maturity of Outstanding Series 2025 Obligations.
- (ii) Make any change in the rate of interest borne by any of Outstanding Series 2025 Obligations.
- (iii) Reduce the amount of the principal of, or redemption premium, if any, payable on any Outstanding Series 2025 Obligations.
- (iv) Modify the terms of payment of principal of, interest, or of redemption premium, if any, of Outstanding Series 2025 Obligations or any of them or impose any adverse conditions with respect to such payment.
- (v) Affect the rights of the Owners of less than all of the Series 2025 Obligations then Outstanding.

Whenever the City shall propose to amend or modify this 2025 Trust Agreement and the 2025 Agreement under the provisions of this Section, it shall cause notice of the proposed amendment to be mailed by first class mail, postage prepaid, to the Owners of the Series 2025 Obligations[, the Insurer] and each Subordinate Reserve Fund Guarantor, if applicable. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the Office of the City Clerk for public inspection. [In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action under the Master Resolution or this 2025 Trust Agreement would adversely affect the security of the Series 2025 Obligations or the rights of the Owners of the Series 2025 Obligations, the Trustee shall consider the effect of any such amendment, consent, waiver, action

or inaction as if there were no Bond Insurance Policy and as set forth in the 2025 Insurance Agreement.]

Whenever at any time within one year from the mailing of said notice there shall be filed with the City Clerk an instrument or instruments executed by the Insurer, all applicable Subordinate Reserve Fund Guarantors and the Owners of at least two-thirds in aggregate principal amount of the Series 2025 Obligations, at the time Outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the City Council may adopt such amendment and such amendment shall become effective.

If [the Insurer,] the Subordinate Reserve Fund Guarantor, if applicable, and the Owners of at least two-thirds in aggregate principal amount of the Series 2025 Obligations, at the time Outstanding, at the time of the adoption of such amendment or the predecessors in title of such Owners of the Series 2025 Obligations, shall have consented to and approved the amendment as herein provided, no Owner of the Series 2025 Obligations whether or not such Owner of the Series 2025 Obligations shall have consented to or shall have revoked any consent as in this Section provided, shall have any right or interest to object to the adoption of such amendment or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City or the Council from taking any action pursuant thereto.

Any consent given by the Owner of the Series 2025 Obligations pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of mailing above provided for and shall be conclusive and binding upon all future owners of the same Series 2025 Obligation during such period. Such consent may be revoked at any time after such six months' period by the Owner of the Series 2025 Obligations who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk, but such revocation shall not be effective if the Owners of two-thirds in aggregate principal amount of the Series 2025 Obligations, at the time Outstanding have, prior to the attempted revocation, consented to and approved such amendment.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Series 2025 Obligations held by any person executing such instrument and the date of his holding the same may be proved by a certificate executed by the Trustee showing that on the date therein mentioned such person was shown as the Owner of the Series 2025 Obligations on the registration books maintained by the Trustee pursuant to Section 2.13 hereof for the Series 2025 Obligations maintained by the Trustee described in such certificate.

(b) Amendments Without Consent. Without the consent of, or notice to, any of the Owners of the Series 2025 Obligations, the City may, with the consent of the Insurer and the



Subordinate Reserve Fund Guarantor, if any, of the Series 2025 Obligations, enter into amendments or modifications to this 2025 Trust Agreement and 2025 Agreement, provided however, the modification and amendments do not adversely, materially affect the rights of the Owners of the Senior Bonds and which shall not, in the opinion of the City, be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

(i) to cure any ambiguity, inconsistency or formal defect or omission in the Master Resolution, the 2025 Trust Agreement or the 2025 Agreement;

(ii) to grant to or confer upon the Owners of the Series 2025 Obligations any additional rights, remedies, powers or authority that lawfully may be granted to or conferred upon the Owners of the Series 2025 Obligations;

(iii) to assign additional revenues under the Master Resolution or this 2025 Trust Agreement or the 2025 Agreement;

(iv) to accept additional security and instruments and documents of further assurance with respect to the Series 2025 Obligations;

(v) to add to the covenants, agreements and obligations of the City under the Master Resolution, this 2025 Trust Agreement or the 2025 Agreement, other covenants, agreements and obligations to be observed for the protection of the Owners of the Series 2025 Obligations, or to surrender or limit any right, power or authority reserved to or conferred upon the City in Master Resolution, this 2025 Trust Agreement or the 2025 Agreement, including without limitation, the limitation of rights of redemption so that in certain instances Subordinate Obligations of different series will be redeemed in some prescribed relationship to one another for the protection of the Owners of a particular series of Subordinate Obligations;

(vi) to make necessary or advisable amendments or additions in connection with the issuance of Subordinate Parity Obligations in accordance with the Master Resolution and this 2025 Trust Agreement as do not adversely affect the interests of Owners of outstanding Series 2025 Obligations;

(vii) to permit the use of the Book-Entry-Only System to identify the owner of an interest in an obligation issued by the City under the Master Resolution and this 2025 Trust Agreement, whether that obligation was formerly, or could, be evidenced by a tangible security;

(viii) to specify further the duties and responsibilities of, and to define further the relationship among, the City, the Insurer, the Subordinate Reserve Fund Guarantor, if applicable, and the Trustee;

(ix) to achieve compliance of the Master Resolution, this 2025 Trust Agreement and the 2025 Agreement with any applicable federal securities or tax law; and

(x) to permit any other amendment which, in the judgment of the City, is not to be prejudicial of the City or the Owners of the Series 2025 Obligations.

**Section 9.2 Disqualified Series 2025 Obligations.** The Series 2025 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 Series 2025 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 Series 2025 Obligations provided for herein and shall not be entitled to vote upon, consent to, or take any other action provided for in this 2025 Trust Agreement.

**Section 9.3 Effect of Supplemental Agreement.**

(a) From and after the time any supplemental agreement becomes effective pursuant to this Article IX, this 2025 Trust Agreement or the 2025 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 Series 2025 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 2025 Trust Agreement or the 2025 Agreement, as the case may be, for any and all purposes.

(b) The Trustee may require each Series 2025 Obligation Owner, before his consent provided for in this Article IX shall be deemed effective, to reveal whether the Series 2025 Obligations as to which such consent is given are disqualified as provided in Section 9.2 hereof.

**Section 9.4 Endorsement or Replacement of Series 2025 Obligations Delivered After Amendments.** The Trustee or the City may determine that Series 2025 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 Series 2025 Obligation Outstanding at such effective date and presentation of his Series 2025 Obligation for the purpose at the office of the Trustee and the City, a suitable notation shall be made on such Series 2025 Obligation. The Trustee or the City may determine that the delivery of substitute Series 2025 Obligations, so modified as in the opinion of the City or the Trustee is necessary to conform to such Series 2025 Obligation Owners' action, which substitute Series 2025 Obligations shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner of any Series 2025 Obligation then Outstanding, such substitute Series 2025 Obligation shall be exchanged at the principal office of the Trustee, without cost to such Owner of the Series 2025 Obligation, for a Series 2025 Obligation of the same character then Outstanding, upon surrender of such Outstanding Series 2025 Obligation.

**Section 9.5 Amendatory Endorsement of Series 2025 Obligations.** The provisions of this Article IX shall not prevent any Series 2025 Obligation Owner from accepting any amendment as to the particular Series 2025 Obligations held, provided that proper notation thereof is made on such Series 2025 Obligations.

**Section 9.6 Notice to Rating Agencies.** Any rating agency rating the Series 2025 Obligations must receive notice of each amendment and a copy thereof at least 15 days in advance of its execution and adoption.

## ARTICLE X

### COVENANTS, NOTICES

**Section 10.1 Compliance With and Enforcement of 2025 Agreement.** The City covenants and agrees with the Owners of the Series 2025 Obligations to perform all obligations and duties imposed on it under the 2025 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 2025 Agreement. The City, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting its estate in the Project, which may or can in any manner affect such estate of the City, will deliver the same, or a copy thereof, to the Trustee.

**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 Recordation and Filing.** The City shall file the 2025 Agreement (or a memorandum thereof or a financing statement with respect thereto), and all such documents as may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee), all in such manner, at such times and in such places as may be required by law in order fully to preserve, protect and perfect the security of the Trustee and the Series 2025 Obligation Owners to the extent possible.

**Section 10.4 Further Assurances.** The Trustee and 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 2025 Trust Agreement and the 2025 Agreement, and for the better assuring and confirming unto the Owners of the Series 2025 Obligations the rights and benefits provided herein.

**Section 10.5 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 2025 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 under the 2025 Agreement.

**Section 10.6** **Reserved.**

**Section 10.7** **Compliance with the Covenants in the Master Resolution.** The City covenants and agrees with the Owners of the Series 2025 Obligations to perform all obligations and duties imposed on it under the Master Resolution, as amended and supplemented. The City will not do or permit anything to be done, or omit or refrain from doing anything, in any case where 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 Master Resolution, as amended and supplemented.

**ARTICLE XI**

**LIMITATION OF LIABILITY**

**Section 11.1** **Limited Liability of the City.** Except for the payment of Payments from Net Revenues when due in accordance with the 2025 Agreement and the performance of the other covenants and agreements of the City contained in the 2025 Agreement, the City shall have no pecuniary obligation or liability to any of the other parties or to the Owners of the Series 2025 Obligations with respect to this 2025 Trust Agreement, or the terms, execution, delivery or transfer of the Series 2025 Obligations, or the distribution of Payments to the Owners of the Series 2025 Obligations 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 Series 2025 Obligations with respect to the performance by the Trustee of any duty imposed upon it hereunder.

**Section 11.3** **Indemnification of the Trustee.**

(a) To the extent permitted by law, the City shall indemnify and save the Trustee harmless for, from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (i) the use, maintenance, condition or management of, or from any work or thing done on, the Project by the City; (ii) 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 Project; (iii) any act of negligence of the City or of any of its agents, contractors, servants, employees or licensees with respect to the Project; (iv) any act of negligence of any assignee of, or purchaser from, the City or of any of its or their agents, contractors, servants, employees or licensees with respect to the Project; (v) the construction or acquisition of the Project or the payment of Project Costs; (vi) the actions of any other party, including but not limited to the ownership, operation or use of the Project by the City; (vii) the Trustee's exercise and performance of its powers and duties hereunder; or (viii) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other offering circular utilized in connection with the sale of the Series 2025 Obligations, including the costs and expenses of defending itself against any claim of liability arising hereunder. No indemnification will be made under this Section or elsewhere in this 2025 Trust Agreement for willful misconduct, negligence

or breach of duty under this 2025 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 or redemption of the Series 2025 Obligations or resignation or removal of the Trustee.

(b) The Trustee, promptly after determining that any event or condition that 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 that 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 that 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. 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 Independent 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 SERIES 2025 OBLIGATION OWNERS

**Section 12.1 Seller's Rights Held in Trust.** As provided herein, the Trustee holds in trust hereunder all of the Seller's rights in and to the 2025 Agreement, including without limitation all of the Seller's rights to exercise such rights and remedies conferred on the Seller pursuant to the 2025 Agreement as may be necessary or convenient to enforce payment of the Payments and

any other amounts required to be deposited in the Payment Fund and enforcement of the pledge of Net Revenues.

**Section 12.2 Remedies of Owners and the Trustee.**

(a) With respect to Series 2025 Obligations and subject to the provisions of Section 19 of the Master Resolution, as applicable to Series 2025 Obligations hereof, the Trustee, on behalf of any Owner of the Series 2025 Obligations, may either at law or in equity, by suit, action, mandamus or other proceedings, in any court of competent jurisdiction protect the lien on the Net Revenues created by the Master Resolution and enforce and compel performance of all duties imposed upon the City by the provisions of the Master Resolution, Series 2025 Obligations or any Supplemental Resolution, including the setting and collecting of sufficient rates and revenues, and the segregation of the income and Revenues of the System and the proper application thereof.

(b) If an event of default described in Section 13(B) of the Master Resolution and Section 5.1 of the 2025 Agreement occurs and is continuing, then upon the filing of suit by the Trustee, on behalf of any Owner of the Series 2025 Obligations, any court having jurisdiction of the action may appoint a receiver to administer the System on behalf of the City with power to charge and collect rates, fees and charges sufficient to provide for the payment of all Subordinate Obligations and obligations Outstanding against the System and for payment of Operating Expenses, and to apply Revenues in conformity therewith.

(c) Notwithstanding the foregoing, the remedies of the Owners of the Subordinate Obligations are subject to the remedies granted at law or in equity to the Owners of the Senior Bonds.

**Section 12.3 Non-Waiver.** Nothing in this Article XII or in any other provision of this 2025 Trust Agreement or in the Series 2025 Obligations, shall affect or impair the obligation of the City to pay or prepay the Payments as provided in the 2025 Agreement, or affect or impair the right of action, which is absolute and unconditional, of the Series 2025 Obligation Owners to institute suit to enforce and collect such payment.

**Section 12.4 Institution of Legal Proceedings.** If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Series 2025 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 Series 2025 Obligations by a suit in equity or action at law for the specific performance of any covenant or agreement contained herein.

**Section 12.5 Power of Trustee to Control Proceedings.** In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in aggregate principal amount of the Series 2025 Obligations then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Series 2025 Obligations, with respect to the continuance, discontinuance,

withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of the Owners of a majority in aggregate principal amount of the Series 2025 Obligations Outstanding.

**Section 12.6 Limitation on Obligation Owners' Right to Sue.**

(a) No Owner of any Series 2025 Obligation issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this 2025 Trust Agreement, unless (i) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (ii) the Owners of at least a majority in aggregate principal amount of all the Series 2025 Obligations then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (iii) said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses, and liabilities to be incurred in compliance with such request; and (iv) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

(b) Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Series 2025 Obligations of any remedy hereunder; it being understood and intended that no one or more Owners of Series 2025 Obligations shall have any right in any manner whatever by his or their action to enforce any right under this 2025 Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity with respect to an Event of Default shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Series 2025 Obligations.

(c) The right of any Owner of any Series 2025 Obligation to receive payment of said Owner's proportionate interest in the Payments as the same become due, or to institute suit for the enforcement of such payment, shall not be impaired or affected without the consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision hereof.

**Section 12.7 Insurer to be Deemed an Owner.** The Insurer shall be deemed to be the sole holder of the Series 2025 Obligations for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Series 2025 Obligations are entitled to take pursuant to the 2025 Insurance Agreement, the Master Resolution or this 2025 Trust Agreement pertaining to (a) defaults and remedies and (b) the duties and obligations of the Trustee. In furtherance thereof and as a term of the Master Resolution, this 2025 Trust Agreement, the Trustee and each owner of the Series 2025 Obligations appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer may at any time during the continuation of any proceeding by or against the City under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "*Insolvency Proceeding*") direct all matters relating to such Insolvency Proceeding, including without limitation, (i) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "*Claim*"), (ii) the direction of any appeal of any order relating



to any Claim, (iii) the posting of any surety, supersedeas or performance bond pending any such appeal, and (iv) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each owner of the Series 2025 Obligations delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Trustee and each owner of a Series 2025 Obligation in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

**Section 12.8 Registered Bond Payment Concerning the Bond Insurance Policy.** The provisions of Section 20 of the Master Resolution apply to the Series 2025 Obligations.

**Section 12.9 Method of Valuation and Frequency of Valuation.** The provisions of Section 21 of the Master Resolution apply to the Series 2025 Obligations.

**Section 12.10 Third Party Beneficiary.** The Insurer is a third-party beneficiary to the Master Resolution, this 2025 Trust Agreement and the 2025 Agreement.

**Section 12.11 Limits on Insurer's Rights.** As set forth in the 2025 Insurance Agreement, the rights of the Insurer to direct or consent to City, Trustee or Owner of the Series 2025 Obligation actions or to require notice pursuant to the Master Resolution and this 2025 Trust Agreement will be suspended during any period in which the Insurer is in default in its payment obligations pursuant to the Bond Insurance Policy (except to the extent of amounts previously paid by the Insurer and due and owing to the Insurer) and will be of no force or effect in the event the Bond Insurance Policy is no longer in effect, the Insurer asserts that the Bond Insurance Policy is not in effect or the Insurer has provided written notice that it waives such rights.

## ARTICLE XIII

### MISCELLANEOUS

**Section 13.1 Defeasance.** All or any part of the Series 2025 Obligations shall be deemed to have been paid or discharged and no longer Outstanding in accordance with the provisions of the Master Resolution, this 2025 Trust Agreement and the requirements set forth in the 2025 Insurance Agreement.

**Section 13.2 Records.** The Trustee shall keep complete and accurate records of all moneys received and disbursed hereunder, which shall be available for inspection by the City and any Owner of the Series 2025 Obligations, 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 2025 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<br>1900 North Civic Square<br>Goodyear, Arizona 85395<br>Attn: Finance Director   |
| With a copy to:   | Gust Rosenfeld P.L.C.<br>One E. Washington Street, Suite 1600<br>Phoenix, Arizona 85004-2553<br>Attn: Andrew J. McGuire   |
| If to the Trustee:  | U.S. Bank Trust Company,<br>National Association<br>Corporate Trust Services, LM-AZ-X16P<br>2222 E. Camelback Road, Suite 110<br>Phoenix, Arizona 85016<br>Attn: Global Corporate Trust |
| If to the Insurer regarding Bond Insurance Policy:                | [Assured Guaranty, Inc.]<br>1633 Broadway<br>New York, NY 10019<br>Re: Policy No. [_____]   |
| If to the Insurer regarding<br>Subordinate Reserve Fund Guaranty: | [Assured Guaranty, Inc.]<br>1633 Broadway<br>New York, NY 10019<br>Re: Policy No. [_____]   |
| If to Moody's:  | Moody's Investor Service<br>One Front Street, Suite 1900<br>San Francisco, California 94111   |
| If to S&P:  | Standard & Poor's Rating Services<br>One California Street, 31st Floor<br>San Francisco, California 94111   |

**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 2025 Insurance Agreement Supersedes.** To the extent the terms and provisions of this 2025 Trust Agreement conflict with the terms and provisions of the 2025 Insurance Agreement, the 2025 Insurance Agreement shall control and supersede this 2025 Trust Agreement.

**Section 13.6 Governing Law.** This 2025 Trust Agreement shall be construed and governed in accordance with the laws of the State.

**Section 13.7 Binding Effect and Successors.** This 2025 Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this 2025 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 13.8 Execution in Counterparts.** This 2025 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 2025 Agreement.

**Section 13.9 Destruction of Cancelled Series 2025 Obligations.** Whenever in this 2025 Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the City of any Series 2025 Obligations, the Trustee may, in lieu of such cancellation and delivery, destroy such Series 2025 Obligations and deliver a certificate of such destruction to the City.

**Section 13.10 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 hereof. All references herein to “Articles,” “Sections,” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this 2025 Trust Agreement; and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this 2025 Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

**Section 13.11 Reserved.**

**Section 13.12 Parties Interested Herein.** Nothing in this 2025 Trust Agreement or the Series 2025 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, the Insurer, the Reserve Fund Guarantor, and the Owners of the Series 2025 Obligations, any legal or equitable right, remedy or claim under or by reason of this 2025 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 Series 2025 Obligations.

**Section 13.13 Waiver of Notice.** Whenever in this 2025 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 13.14 Severability of Invalid Provisions.** In case any one or more of the provisions contained in this 2025 Trust Agreement or in the Series 2025 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 2025 Trust Agreement and the Series 2025 Obligations 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 2025 Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Series 2025 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 13.15 E-Verify Requirements.**

(a) 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 2025 Trust Agreement and may result in the termination of the Trustee's services by the City pursuant to Section 8.6 hereof. The City retains the legal right to randomly inspect the papers and records of the Trustee or its subcontractor employee who work on this 2025 Trust Agreement to ensure that the Trustee and its subcontractors are complying with the above-mentioned warranty.

(b) 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 the Trustee's normal business hours. The Trustee and its subcontractors shall reasonably cooperate with the City's random inspections including granting the City entry rights onto its 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 13.15 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 13.16 No Boycott of Israel.** To the extent applicable under A.R.S. § 35-393 through Section 35-393.03, the Trustee hereby certifies it is not currently engaged in, and for the duration of this 2025 Trust Agreement shall not engage in, a boycott of Israel. The term "boycott" has the meaning set forth in A.R.S. § 35-393. If the City determines that Trustee's certification above is false or that it has breached such agreement, City may remove Trustee hereunder as provided by law.

**Section 13.17 Certification; Forced Labor of Ethnic Uyghurs Ban.** To the extent applicable under A.R.S. § 35-394, the Trustee hereby certifies it does not currently, and for the duration of this 2025 Trust Agreement shall not use: (a) the forced labor of ethnic Uyghurs in the People's Republic of China, (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. The foregoing certification is made to the best knowledge of the Trustee without any current independent investigation or without any future independent investigation for the duration of this 2025 Trust Agreement. If the Trustee becomes aware during the duration of this 2025 Trust Agreement that it is not in compliance with such certification, the Trustee shall provide the required notice to the City and resign as Trustee hereunder in accordance with the provisions of Article VIII. If the City determines that the Trustee is not in compliance with the foregoing certification and has not taken remedial action, the City shall terminate the Trustee's role as the Trustee hereunder pursuant to Article VIII.

[Signatures on following page]

**IN WITNESS WHEREOF**, the parties have executed this 2025 Trust Agreement as of the day and year first above written.

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION**, as Trustee

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY OF GOODYEAR, ARIZONA**, as City

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

[Signature page to 2025 Trust Agreement]

**EXHIBIT A**

No: \_\_\_\_\_

Denomination: \$ \_\_\_\_\_

Unless this Obligation is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Trustee (or any successor trustee) 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.

**SUBORDINATE LIEN WATER AND SEWER  
REVENUE OBLIGATION, SERIES 2025**

Evidencing a Proportionate Interest of the Owner Hereof in Payments to be made by  
**CITY OF GOODYEAR, ARIZONA**

to

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,**  
as Trustee

Interest Rate  
\_\_\_\_\_%

Maturity Date  
July 1, 20\_\_

Dated Date  
\_\_\_\_\_, 2025

CUSIP  
382900\_\_

Registered Owner

Principal Amount:

**THIS IS TO CERTIFY THAT** pursuant to the terms of Resolution No. 99-662 dated January 25, 1999 pertaining to the issuance of Senior Bonds (as defined therein) and Subordinate Obligations (as defined therein), as supplemented and amended by the First Supplemental Resolution dated April 27, 2009, the Second Supplemental Resolution dated December 7, 2009, the Third Supplemental Resolution dated February 14, 2011, the Fourth Supplemental Resolution dated March 28, 2016 (as corrected by a resolution dated May 9, 2016), the Fifth Supplemental Resolution dated February 24, 2020, the Sixth Supplemental Resolution dated February 24, 2020, the Seventh Supplemental Resolution dated February 24, 2020, and the Eighth Supplemental Resolution dated [November 18], 2024 (the “*Eighth Supplemental Resolution*” and collectively, the “*Master Resolution*”), the Trust Agreement dated as of [February] 1, 2025 (the “*2025 Trust Agreement*”), by and between the City and U.S. Bank Trust Company, National Association (the “*Trustee*”), and an Agreement by and between the City and the Trustee dated as of [February] 1, 2025 (the “*2025 Agreement*”), the registered owner of this Subordinate Lien Water and Sewer Revenue Obligation, Series 2025 (the “*Series 2025 Obligation*”), is entitled to receive, on the maturity date set forth above, the principal amount set forth above, representing a portion of the Payments (as such term and all other undefined terms used herein are defined in the 2025 Trust Agreement) designated as principal coming due during the preceding 12 months, and to receive semiannually on January 1 and July 1 of each year commencing [July] 1, 2025 (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 interest 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. If the Book-Entry-Only System is in effect, said amounts representing the portion of the Payments designated as interest are payable in lawful money of the United States of America and will be sent to DTC. If the Book-Entry-Only System is discontinued, said amounts representing the registered owner's share of the Payments designated as interest are payable in lawful money of the United States of America by check mailed when due by first class mail by the Trustee to the registered owner in whose name this Series 2025 Obligation is registered at the close of business on the 15th day of the calendar month next preceding the Payment Date at the registered owner's address as it appears on the registration books of the Trustee; provided, however, that interest payable to any owner of \$1,000,000 or more in principal amount of Series 2025 Obligations may be paid by wire transfer in immediately available funds to an account in the United States of America if the owner makes a written request of the Trustee at least 20 days before the Payment Date specifying the account address. The notice may provide that it shall remain in effect for subsequent interest payments until otherwise requested in a subsequent written notice. Said amounts representing the registered owner's share of the Payments designated as principal or any redemption price are payable when due upon surrender of this Series 2025 Obligation at the Designated Office of the Trustee. Principal, interest and premium, if any, owed to any securities depository will be paid by wire transfer.

This Series 2025 Obligation has been executed and delivered by the Trustee pursuant to the terms of the 2025 Trust Agreement and the Master Resolution. The City is authorized to enter into the 2025 Agreement and the 2025 Trust Agreement under the laws of the State of Arizona and by the Eighth Supplemental Resolution of the Mayor and Council of the City. The Series 2025 Obligations are being issued for the purpose of financing the construction and acquisition of various improvements and additions to the System (as such term is defined in the Master Resolution).

The Trustee has no obligation or liability to the registered owners of the Series 2025 Obligations for the payment of interest or principal pertaining to the Series 2025 Obligations. The Trustee's sole obligations are to administer, for the benefit of the registered owners of the Series 2025 Obligations, the various funds and accounts established pursuant to the 2025 Trust Agreement.

The recitals, statements and representations made in this Series 2025 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.

The Series 2025 Obligations are payable primarily from Payments to be made by the City pursuant to the 2025 Agreement. The City is required under the 2025 Agreement to make Payments from all of the City's net revenues from the operation of the System (the "*Net Revenues*") which Payments are sufficient to pay, when due, the annual principal and interest due with respect to the Series 2025 Obligations. The lien and pledge of the Net Revenues is subordinate and junior to the lien and pledge of Revenues securing the Senior Bonds and Senior Parity Bonds (as defined

in the Master Resolution). The lien on Net Revenues is on parity with the lien thereon securing \$11,540,000 original aggregate principal amount of the City's Subordinate Lien Water and Sewer Revenue and Refunding Obligations, Series 2016, \$77,530,000 original aggregate principal amount of the City's Subordinate Lien Water and Sewer Revenue Obligations, Series 2020, \$30,950,000 original aggregate principal amount of the City's Subordinate Lien Water and Sewer Revenue Obligations, Second Series 2020, \$12,290,000 original aggregate principal amount of the City's Subordinate Lien Water and Sewer Revenue Obligations, Refunding Series 2020, and \$13,540,000 original aggregate principal amount of the City's Subordinate Lien Water and Sewer Revenue Obligations, Taxable Refunding Series 2020, and the payment of any other obligations issued on a parity therewith pursuant to the Master Resolution (the "*Additional Subordinate Parity 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 2025 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.

The Series 2025 Obligations are payable from a subordinate pledge of, and secured by a subordinate lien on, the Net Revenues as are necessary for the prompt and punctual payment of the Series 2025 Obligations, all as more fully described in, and provided by, the 2025 Trust Agreement, the 2025 Agreement and the Master Resolution. The holder hereof shall never have the right to demand payment of this Series 2025 Obligation or any Payments under the 2025 Agreement out of any funds other than said described income and revenues pledged for payment thereof and such other funds as may be provided for under the 2025 Trust Agreement and the Master Resolution.

For further definitions, a description of the terms on which the Series 2025 Obligations are executed and delivered, a more complete statement of the income and revenues from which, and conditions under which, this Series 2025 Obligation is payable, the conditions under which Additional Subordinate Parity Obligations or Senior Bonds have been or may be authorized, the requirements for the Series 2025 Subordinate Reserve Fund and when it can be used, a statement of the terms under which the Master Resolution, 2025 Trust Agreement or 2025 Agreement may be modified, a statement of the general covenants and provisions pursuant to which this Series 2025 Obligation is issued, and of the rights of the owner of the Series 2025 Obligation, reference is made to the Master Resolution, 2025 Trust Agreement and 2025 Agreement, and to all the provisions thereof the owner hereof, by acceptance of this Series 2025 Obligation, consents and agrees. All Series 2025 Obligations of the total authorized amount and all obligations that have been or may hereafter be executed and delivered as Additional Subordinate Parity Obligations, as provided in the Master Resolution and 2025 Trust Agreement are co-equal as to the pledge of and lien on all such Net Revenues securing the payment thereof, and share ratably without priority over the other.

The Series 2025 Obligations are issuable only as fully registered obligations in the denominations authorized and, except as hereinafter provided, in printed or typewritten form, registered in the name of Cede & Co. as nominee of DTC, which shall be considered to be the registered owner for all purposes of the Master Resolution and 2025 Trust Agreement, including,

without limitation, payment of debt service and purchase price, and receipt of notices and exercise of rights by registered owners. There shall be a single Series 2025 Obligation for each maturity which shall be immobilized in the custody of DTC with the beneficial owners having no right to receive Series 2025 Obligations in the form of physical securities or certificates. Ownership of beneficial interests in the Series 2025 Obligations shall be shown by book entry on the system maintained and operated by DTC and its participants, and transfers of ownership of beneficial interests shall be made only by DTC and its participants and by book entry, the City and the Trustee having no responsibility therefor. DTC is expected to maintain records of the positions of participants in the Series 2025 Obligations, and the participants and persons acting through participants are expected to maintain records of the purchasers of beneficial interests in the Series 2025 Obligations.

The registered owner of this Series 2025 Obligation shall have no right to enforce the provisions of the Master Resolution, the 2025 Trust Agreement or the 2025 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 Master Resolution.

[In furtherance thereof and as a term of this Series 2025 Obligation, the owner of this Series 2025 Obligation appoints the Insurer as its agent and attorney-in-fact and agrees that the Insurer may at any time during the continuation of any proceeding by or against the City under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “*Insolvency Proceeding*”) direct all matters relating to such Insolvency Proceeding, including without limitation, (i) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “*Claim*”), (ii) the direction of any appeal of any order relating to any Claim, (iii) the posting of any surety, supersedeas or performance bond pending any such appeal, and (iv) the right to vote to accept or reject any plan of adjustment. In addition, the owner of this Series 2025 Obligation delegates and assigns to the Insurer, to the fullest extent permitted by law, the rights of the Trustee and each owner in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.]

Neither the Trustee nor the registered owners of the Series 2025 Obligations shall have any right under any circumstances to accelerate the maturities of the Series 2025 Obligations except as provided for optional redemption and mandatory sinking fund redemption as described below.

[The Insurer shall be deemed to be the sole holder of the Series 2025 Obligations for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the Owners of the Series 2025 Obligations are entitled to take pursuant to the 2025 Trust Agreement or the Master Resolution pertaining to the Series 2025 Obligations pertaining to (i) default and remedies, (ii) the duties and obligations of the Trustee, and (iii) providing notices.]

To the extent and in the manner permitted by the terms of the Master Resolution, the 2025 Trust Agreement and the 2025 Agreement, the provisions of the Master Resolution, the 2025 Trust Agreement and the 2025 Agreement may be amended by the parties thereto with the written consent of the provider of a Subordinate Reserve Fund Guaranty (as defined in the Master Resolution)[ and the Insurer] or the owners of at least two-thirds in aggregate value of the Series 2025 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 Series 2025 Obligation or the Owners of the Senior Bonds 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 Series 2025 Obligation.

The Series 2025 Obligations are executed and delivered only in fully registered form in principal denominations of \$5,000 or integral multiples thereof and shall be initially issued to DTC for holding in a Book-Entry-Only-System.

This Series 2025 Obligation may be transferred or exchanged by the Trustee in accordance with the Master Resolution.

The Series 2025 Obligations maturing before or on July 1, [20\_\_], are not subject to redemption prior to maturity. Series 2025 Obligations maturing on or after July 1, [20\_\_], from such maturities as may be selected by the City and by lot within any maturity by the method applied by DTC, are subject to redemption in any order, from prepayments made at the option of the City pursuant to the 2025 Agreement, in whole or in part on any date, on or after July 1, [20\_\_], at a redemption price equal to the principal amount of Series 2025 Obligations or portions thereof to be redeemed, together with accrued interest to the date fixed for redemption, but without premium.

The Series 2025 Obligations maturing on July 1, 20\_\_, July 1, 20\_\_, July 1, 20\_\_, and July 1, 20\_\_, will be subject to mandatory redemption on July 1 of the following years and in the following principal amounts at a price equal to the principal amount thereof plus interest accrued to the date of redemption, but without premium.

Term Obligation Maturing in 20

| <u>Year</u> | <u>Principal</u> |
|-------------|------------------|
| 20          |                  |
| 20          |                  |
| 20          |                  |
| 20          |                  |
| 20          |                  |
| 20*         |                  |
| <hr/>       |                  |
| *Maturity   |                  |

Term Obligation Maturing in 20

| <u>Year</u> | <u>Principal</u> |
|-------------|------------------|
| 20          |                  |
| 20          |                  |
| 20          |                  |
| 20          |                  |
| 20*         |                  |
| <hr/>       |                  |
| *Maturity   |                  |

IN WITNESS WHEREOF, this Series 2025 Obligation has been executed and delivered by the Trustee, acting pursuant to the 2025 Trust Agreement.

Date of Execution: \_\_\_\_\_, 2025.

**U.S. BANK TRUST COMPANY  
NATIONAL ASSOCIATION**, as Trustee

By \_\_\_\_\_  
Authorized Representative

-----  
(INSERT INSURANCE STATEMENT HERE, IF APPLICABLE)  
-----

## FORM OF ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this Series 2025 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-_____Custodian_____      |
| TEN ENT-as tenants by the entireties               | (Cust) (Minor)                                   |
| JT TEN-as joint tenants with right of survivorship | under Uniform Gifts/Transfers to Minors Act_____ |
| and not as tenants in common                       | (State)  |

Additional abbreviations may also be used though not in the above list.

## ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Name and Address of Transferee)  
the within obligations and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney to transfer the within obligation 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 obligation in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

Firm or Bank

Authorized Signature

The signature(s) should be guaranteed by an eligible guarantor institution pursuant to SEC Rule 17Ad-15



**EXHIBIT B**

**Payment Request Form**

Request No. \_\_\_\_\_

U.S. Bank Trust Company, National Association (the “*Trustee*”) is hereby requested to pay from the Acquisition Fund, as defined in the Trust Agreement, dated as of [February] 1, 2025 (the “*2025 Trust Agreement*”), between the City of Goodyear, Arizona (the “*City*”), and the Trustee to the person or corporation designated below as Payee, the sum set forth below such designation, in payment of the Project Costs (as defined in the 2025 Trust Agreement) described below. The amount shown below is due and payable under a purchase order or contract with respect to the Project Costs described below and has not formed the basis of any prior request for payment.

Payee: \_\_\_\_\_

Address: \_\_\_\_\_

Amount: \_\_\_\_\_

Description of Project Costs or portion thereof authorized to be paid to the Payee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

The City acknowledges that it has received and inspected each item of the Project described above and has found each item of the Project so described to be in good condition, in conformity with the City’s specifications and satisfactory for the City’s purposes and in accordance with the plans for the Project. Accordingly, the City hereby accepts each item of the Project so described. Notwithstanding anything herein to the contrary, the City shall not be deemed to have waived or released the seller or Vendor (as defined in the 2025 Trust Agreement) named herein from any liability or obligation to the City in the event the City’s acknowledgment herein is discovered to be inaccurate in any respect as to any item of the Project described above.

By execution of this Payment Request Form, the City requests and approves the payment of the amount stated above to the Payee set forth above.

Dated: \_\_\_\_\_.

**CITY OF GOODYEAR, ARIZONA**

By \_\_\_\_\_  
City Representative

Please forward payment to Payee at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C**

**Reimbursement Request Form**

Request # \_\_\_\_\_

U.S. Bank Trust Company, National Association (the “*Trustee*”) is hereby requested to pay from the Acquisition Fund established by the Trust Agreement, dated as of [February] 1, 2025 (the “*2025 Trust Agreement*”), between the City of Goodyear, Arizona (the “*City*”), and the Trustee, to the City, the sum set forth below as reimbursement of (all/a portion) of the Project Costs (as defined in the 2025 Trust Agreement) described below. Payment of the amount, shown below was made by the City on \_\_\_\_\_, 20\_\_\_\_, as evidenced by \_\_\_\_\_, attached hereto, as full/partial payment of invoice No. \_\_\_\_\_ of \_\_\_\_\_, also attached hereto. The amount shown below was paid by the City as a Project Cost and has not formed the basis of any prior request for payment. The City hereby certifies that the statutorily prescribed period within which laborers’, materialmen’s or mechanics’ lien may be filed has expired (or that an appropriate bond has been filed there against) with respect to the items covered by this Reimbursement Request Form and there are no such liens, other liens or security interest outstanding with respect to the Project (as defined in the 2025 Trust Agreement).

The City acknowledges that it has received and has inspected each item of the Project described below and has found each item of the Project so described to be in good condition, in conformity with the City’s specifications and satisfactory for the City’s purposes. Accordingly, the City hereby accepts each item of the Project so described. Notwithstanding anything herein to the contrary, the City shall not be deemed to have waived or released the seller or Vendor (as defined in the 2025 Trust Agreement) named on the attached documentation, from any liability or obligation to the City in the event the City’s acknowledgment herein is discovered to be inaccurate in any respect as to any item of the Project described below.

Amount: \_\_\_\_\_

Description of Project Cost or portion thereof for which reimbursement is hereby requested:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

Dated: \_\_\_\_\_.

By \_\_\_\_\_  
City Representative



# Debt Issuance New Funding **UTILITY REVENUE BONDS**



# Utility Revenue Bonds

- Projects
- Purpose
- Payments





## Projects

# Utility Revenue Bonds

- Water Infrastructure     \$31 Million
  - Brine Disposal
  - Improvements to Palo Verde Nuclear Power Generating Station
- Wastewater Infrastructure     \$23 Million
  - Rainbow Valley Water Reclamation Facility Design and Expansion



400-58-070B

## Purpose **Utility Revenue Bonds**

- Stay ahead of capacity needs
- Spread costs to those that benefit



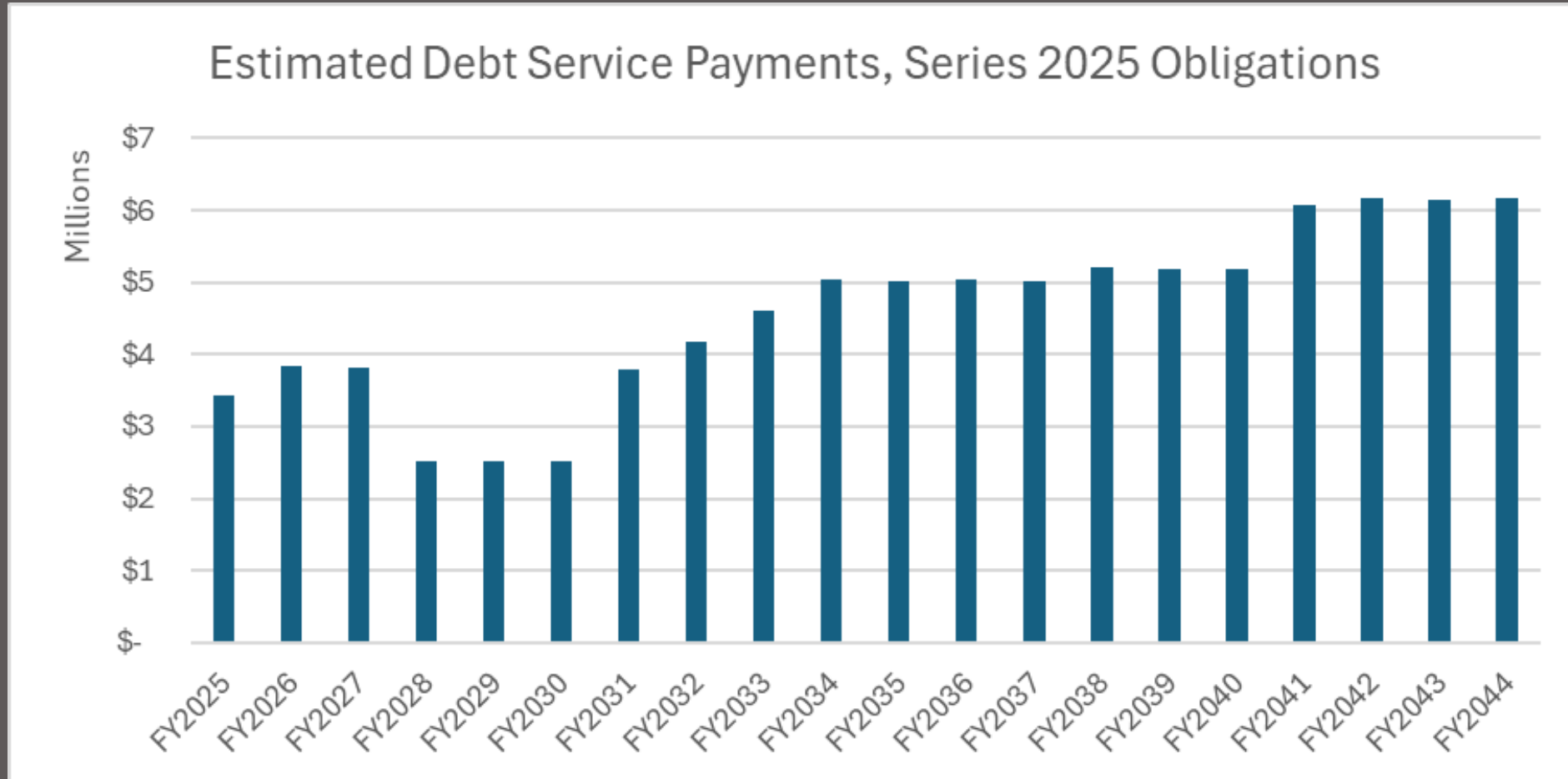


## Payments

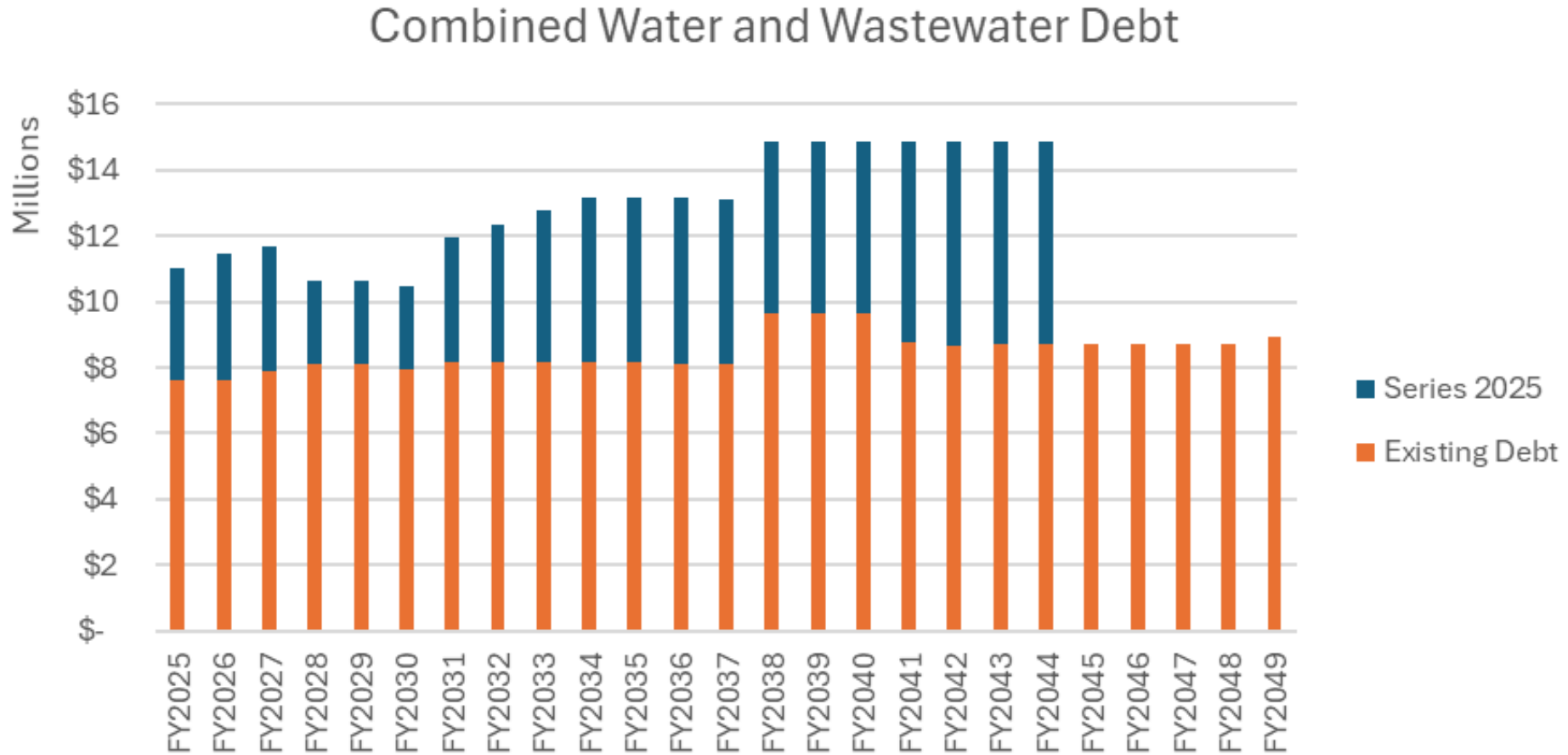
# Utility Revenue Bonds

- Planned payment sources:
  - Utility revenues
  - Development impact fees (DIF)
- Payments aligned to:
  - Avoid rate spikes
  - Maximize DIF use
  - Future debt plans

# Payments Utility Revenue Bonds



# Payments Utility Revenue Bonds





# Utility Revenue Bonds

- Estimates:
  - \$55 Million principal amount
  - 5% interest rate
  - 20-year term
- Maximum allowed:
  - \$62 Million principal amount
  - 6% interest rate
  - 25-year term

ITEM #: 9.  
DATE: 11/18/2024  
AI #:2040



## CITY COUNCIL ACTION REPORT

**SUBJECT: DESIGN GUIDELINES MANUAL UPDATE**

**STAFF PRESENTER(S):** Christian M. Williams, AICP, Planning Manager and  
Guadalupe Ortiz-Cortez, AICP, Senior Planner

---

### OTHER PRESENTER(S):

Matthew Klyszeiko, Michael Baker International (Design Guidelines Consultant)

### SUMMARY

The City Council will receive a comprehensive update on the City of Goodyear's Design Guidelines Manual.

Pursuant to Zoning Ordinance 1-4-1, the Design Guidelines Manual provides developers, architects and project applicants with guidelines, criteria, and considerations for developing projects in a manner which furthers the City of Goodyear's development as a high-quality and vibrant community. Additionally, the Design Guidelines Manual assists the designer in achieving a quality design, aids City staff during the review process for new development, including overall development layout and site-specific plans to ensure the result is a quality design which will enhance the proposed development and ensure compatibility with adjacent land uses. The Design Guidelines Manual helps achieve the goal to create an attractive, livable, and safe city. The current Design Guidelines Manual was approved by City Council on June 11, 2014, and revisions were approved on September 16, 2020. The proposed Design Guidelines Manual update creates a framework for design that carries out the community's vision, as articulated in the General Plan, for high quality building design, while maintaining flexibility with its requirements, to allow for creativity and innovation in design and planning. The Planning and Zoning Commission considered this item at their regular meeting held on November 6, 2024. Commissioners voted unanimously (7-0) to forward a recommendation of approval to the City Council.

### STRATEGIC PLAN ALIGNMENT



### RECOMMENDATION

ADOPT ORDINANCE NO. 2024-1622 ADOPTING CITY OF GOODYEAR DESIGN GUIDELINES MANUAL DATED NOVEMBER 2024; REPEALING ORDINANCE NO. 2014-1292, PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTIES, AND AN EFFECTIVE DATE. (Christian Williams, Planning Manager and Guadalupe Ortiz Cortez, Senior Planner)

## **FISCAL IMPACT**

There is no direct budget impact associated with this update. Funding for tasks associated with the Design Guidelines Manual update has been included in the budget for this fiscal year.

## **BACKGROUND AND PREVIOUS ACTIONS**

Pursuant to Zoning Ordinance 1-4-1, the Design Guidelines Manual provides developers, architects and project applicants with guidelines, criteria, and considerations for developing projects in a manner which furthers the City of Goodyear's development as a high-quality and vibrant community. Additionally, the Design Guidelines Manual assists the designer in achieving a quality design, aids City staff during the review process for new development, including overall development layout and site-specific plans to ensure the result is a quality design which will enhance the proposed development and ensure compatibility with adjacent land uses. The Design Guidelines Manual helps achieve the goal to create an attractive, livable, and safe city.

The current Design Guidelines Manual was approved by City Council on June 11, 2014, and revisions were approved on September 16, 2020.

The proposed Design Guidelines Manual update creates a framework for design that carries out the community's vision, as articulated in the General Plan, for high quality building design, while maintaining flexibility with its requirements, to allow for creativity and innovation in design and planning. The proposed Design Guidelines Manual was presented to the Planning and Zoning Commission on October 16, 2024. Development Services staff also provided a presentation to Council on the proposed Design Guidelines Manual updates at the November 4, 2024, Council Work Session.

The Planning and Zoning Commission considered this item at its regular meeting held on November 6, 2024. Commissioners voted unanimously (7-0) to forward a recommendation of approval to the City Council.

## **STAFF ANALYSIS**

Staff, in collaboration with Michael Baker International, the city's consultant, began working on the update to the Design Guidelines Manual in May 2023. Ordinance No. 2024-1622 and the updated Design Guidelines Manual have been combined and are included as Attachment A. The process began with interviews conducted by the City Council, followed by the preparation of a memorandum outlining the existing conditions and best practices. The update process included two rounds of community outreach, each consisting of a community workshop and an online survey. A draft of the updated Design Guidelines Manual was made available for public comment on the city's website.

Additional outreach efforts included three virtual developer forums, each focused on a specific topic related to the manual's design philosophy and proposed updates. Notices about the update, along with invitations to participate in the forums, were sent to the city's development forum listserv. The final draft of the Design Guidelines Manual reflects input from residents,

developers, and City Council.

At the November 4, 2024 Work Session, councilmembers provided valuable feedback to staff, which included:

- request for stronger language to be incorporated on water conservation and water features;
- additional guidelines on public art for all development types;
- provisions for access and circulation and ingress/egress in shopping centers;
- consistency in landscape guidelines throughout the document;
- stronger language on shade and heat mitigation;
- consideration for future city areas that can benefit from enhanced landscape;
- additional language on building embellishments, including the incorporation of stone and similar accent materials in multi-family developments; and
- ensuring the Design Guidelines Manual maintain flexibility to address changing times.

To address Council's feedback, staff made modifications to the proposed Design Guidelines Manual, which included:

- Design Objectives were amended to add that site and building design strategies utilize "water stewardship", clarified when water features are appropriate, and used consistent language throughout the document when referring to water conservation and landscaping;
- Chapter 7, Area Specific guidelines, was amended to provide staff the ability to identify corridors in the city that will benefit from additional landscape enhancement;
- Chapter 3 Residential guidelines, including the subsection 3.4 Specific Multi-Family Use Type Guidelines, was amended to have design guidelines that require massing and the types of materials used for exterior elevations, such as the provision of stone or other accent materials that are durable and relate a sense of quality and permanence; and
- To provide flexibility for innovative development and product design, a process was created to provide developers the ability to propose alternative designs to design guidelines while meeting the intent of Design Guidelines Manual's Design Objectives and Principles.

The Planning and Zoning Commission considered this item at its regular meeting on November 6, 2024. Upon conclusion of the staff presentation, the Commission asked about the housing affordability exception process. Staff explained the exception process provides the opportunity to propose alternative designs that uphold the manual's philosophy and design principles and maintain high quality design. The Commission also asked about separate landscape standards. Staff indicated the Zoning Ordinance has an article dedicated to landscape standards. After the staff presentation, Commissioners unanimously voted (7-0) to forward a recommendation of approval to the City Council. There was no public input voiced at the Planning and Zoning Commission meeting.

Staff believes the design guidelines revisions made address Council's feedback and further the City's goal to attract high quality design to the City of Goodyear.

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### **Attachments**

Attachment A - Ordinance No. 2024-1622 with Exhibit A  
Staff Presentation



## **ORDINANCE NO. 2024-1622**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ADOPTING CITY OF GOODYEAR DESIGN GUIDELINES MANUAL DATED NOVEMBER 2024; REPEALING ORDINANCE NO. 2014-1292, PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTIES, AND AN EFFECTIVE DATE.

WHEREAS, on May 24, 1999, the City of Goodyear, Arizona, adopted Article 1 (Administration and Procedures) of the City of Goodyear Zoning Ordinance.

WHEREAS, on February 26, 2001, the Mayor and Council of the City of Goodyear, Arizona, adopted Ordinance No. 2001-739 amending Article 1 of the Goodyear Zoning Ordinance to add Article 1-4 (Design Guidelines Manual and Design Review Process), which provided for a process for the adoption of a Design Guidelines Manual; and

WHEREAS, February 26, 2001, the Mayor and Council of the City of Goodyear, Arizona, adopted Ordinance No. 2001-735 adopting the City of Goodyear Design Guidelines dated January 17, 2001, which document was made a public record by Resolution No. 2001-754; and

WHEREAS, on July 11, 2011, the Mayor and Council of the City of Goodyear, Arizona, adopted Ordinance No. 2011-1242, repealing Ordinance No. 2001-735 and adopting the City of Goodyear Design Guidelines dated July 11, 2011, which document was made public record by Resolution No. 2011-1437; and

WHEREAS, on June 9, 2014, the Mayor and Council of the City of Goodyear, Arizona, adopted Ordinance No. 14-1292, repealing Ordinance No. 2011-1242 and adopting the City of Goodyear Design Guidelines dated June 9, 2014; which document was made a public record by Resolution No. 14-1617; and

WHEREAS, the City of Goodyear Design Guidelines dated June 9, 2014, was amended by Ordinance No. 2020-7029 on September 16, 2020 to amend Chapter 3 (Multi-Family Residential) to add design standards for the MF-12 Zoning District and adopted; and,

WHEREAS, the City of Goodyear desires to update the Design Guidelines Manual to provide a clear, concise and user-friendly document with flexibility in the design review process; and,

WHEREAS, the City of Goodyear Design Guidelines Manual dated November 2024, is consistent with goals contained in the City of Goodyear General Plan as adopted, establishing guidelines to create “a community that distinguishes itself through its high-quality character and design” (LC-5), encouraging quality design and creativity; and,

WHEREAS, staff presented the Planning and Zoning Commission a draft of the design guidelines manual on October 16, 2024; and,

WHEREAS, staff presented the City Council a draft of the design guidelines manual on October 21, 2024; and,

WHEREAS, the Planning and Zoning Commission at their regularly scheduled meeting on November 6, 2024 recommended approval of the proposed design guidelines to the City Council; and,

WHEREAS, following the approval of the proposed Design Guidelines Manual by the Planning and Zoning Commission, a final draft of the proposed design guidelines was prepared in which two revisions were made to Section 1.4, the "How To Use This Document" section of the Design Guidelines Manual, the first revision clarifies the ability of the Zoning Administrator to determine the applicability of guidelines and the second adds a statement that the exception process for applicants to request alternatives to applicable guidelines for innovative product design is established in Section 1.8 of the Design Guidelines Manual.

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

SECTION 1.     Adoption.

That certain document titled City of Goodyear Design Guidelines Manual dated November 2024, a copy of which is attached hereto as Exhibit A is hereby declared a public record and is incorporated herein by this reference, adopted and made a part of this Ordinance as if fully set forth in this Ordinance.

Either three paper copies or one paper copy and one electronic copy maintained in compliance with section A.R.S 44-7041 of the City of Goodyear Design Guidelines Manual dated November 2024 being declared a public record and adopted herein are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

SECTION 2.     Repeal & Savings Clause Ordinance No. 2014-1292, is repealed by this Ordinance but shall remain in full force and effect until the effective date of Ordinance No. 2024-1622.

SECTION 3.     Severability. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of 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 portions thereof.

SECTION 4     Penalties. Violation of any provision of Article 1-4 of the Zoning Ordinance of the City of Goodyear or of any provision of the City of Goodyear Design Guidelines Manual, dated November 2024, are subject to all criminal and civil penalties available as provided in Section 1-2-3 of the Zoning Ordinance of the City of Goodyear.

SECTION 5     Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

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

\_\_\_\_\_  
Joe Pizzillo, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Darcie McCracken, City Clerk

\_\_\_\_\_  
Roric Massey, City Attorney

# Exhibit A

## CITY OF GOODYEAR DESIGN GUIDELINES MANUAL



**NOVEMBER  
2024**



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## CHAPTER 1 INTRODUCTION

The City of Goodyear takes pride in its character defining features, its dedication to creating vibrant neighborhoods, and the high-quality design of its built environment. As Goodyear continues to grow, the city desires to maintain a proactive approach to promoting development that is consistent with these core values and the overarching shared vision for the city as expressed in the Goodyear General Plan. This document provides guidance to inform design choices and complement, but not supersede, regulations within the city's land development ordinances, codes, and manuals.



1.1. PURPOSE

The following design guidance is intended to assist project applicants during the project design phase and City staff and decision makers in the review and approval process to devise solutions for design issues early in the development process. They provide specific and broad recommendations to create high quality buildings and site plans that will result in more attractive, livable, and safe, public spaces and neighborhoods. They aim to create a framework for design and to carry out the community’s vision—articulated in the General Plan and supporting land development documents—but flexible enough to allow for creativity and innovation in design and planning.

1.2. APPLICABILITY

The provisions of the Design Guidelines are applicable to all residential and non-residential development types within the City of Goodyear. Any new development, as well as building additions, exterior alterations and restoration, landscaping, or site plan modifications as explicitly defined within section 1-4-2 of the Goodyear Zoning Ordinance will adhere to these Design Guidelines as applicable. It is important to note, however, these Design Guidelines do not affect existing buildings, which are not proposed for new construction, exterior alterations or restoration, landscape modifications, or site plan changes.



1.3. ORGANIZATION

This document is organized into six distinct chapters that focus on making the document user friendly and easy to implement. The first two chapters contain administrative information and the key principles for high-quality design in Goodyear. All applicable development types will be evaluated for consistency with these chapters. Subsequently, the remaining chapters (Chapters 3-7) are organized by general development types and will only be referenced based on applicability of a projects existing or proposed use types.

Chapter 1 – Introduction

This chapter contains the introduction, purpose, and applicability of the Design Guidelines, as well as a summary of the content and understanding of how the design guidelines are to be used.

Chapter 2 – Design Philosophy and Principles

This chapter describes a set of leading design principles that articulate the desires and expectations for development in Goodyear. These principles ensure quality and serve as the basis for the supporting guidelines outlined in this document.

Chapter 3 – Residential

This chapter outlines design guidelines that apply to both single-family and multi-family residential developments. It covers various aspects of site design, including building placement, orientation, landscaping, and shading, as well as building design components such as massing, scale, articulation, color, and materials.

Chapter 4 – Commercial

This chapter outlines design guidelines that apply to all commercial, retail, and mixed-use developments. It covers various aspects of site design, including building placement and orientation, parking and circulation, public spaces, pedestrian amenities, landscaping, shade, service areas and utilities, and lighting. Additionally, the guidelines address architectural design components such as general design, building entrances, massing, scale, facade articulation, materials, colors, and signage.

Chapter 5 – Business Park & Office

This chapter outlines design guidelines that apply to all business park and office developments. It covers various aspects of site design, including building placement and orientation, parking and circulation, screening, public spaces, amenities, landscaping, shade, service areas and utilities, and lighting. Additionally, the guidelines address architectural design components such as general design, building entrances, massing, scale, facade articulation, materials, colors, and signage.

Chapter 6 – Industrial

This chapter outlines design guidelines that apply to all warehouse, manufacturing, technology, and other developments which provide employment. It covers various aspects of site design, including building placement and orientation, parking and circulation, screening, public spaces, amenities, landscaping, shade, service areas and utilities, and lighting. Additionally, the guidelines address architectural design components such as general design, building entrances, massing, scale, facade articulation, materials, colors, screening and signage.

Chapter 7 – Area Specific Guidelines

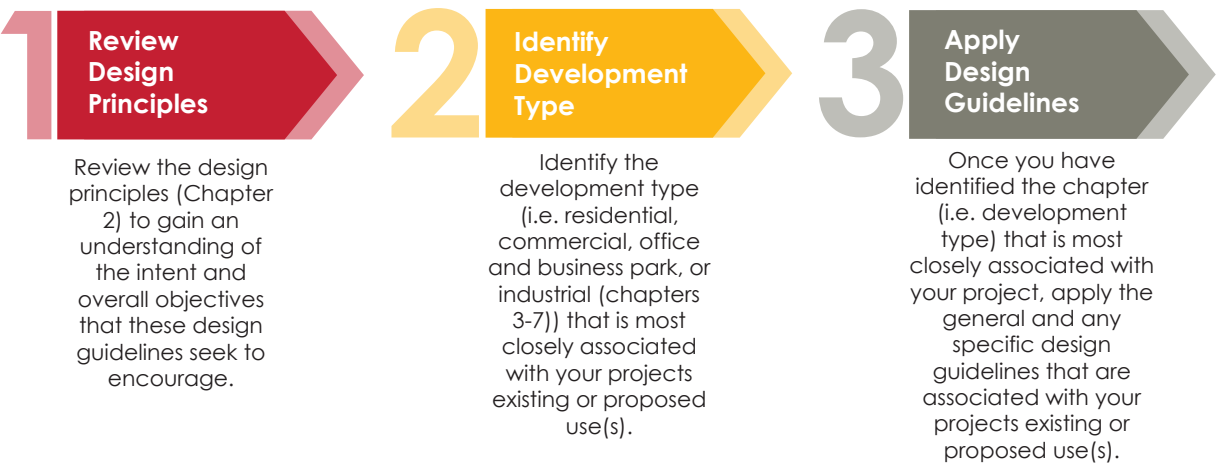
This chapter contains guidance for how to apply design guidelines in areas which may have unique attributes and/or conditions. This includes sites or buildings that are or may be considered historic, areas where there is already a well-established thematic character, and/or major corridors which serve as gateways to the city.

Public Participation

The City of Goodyear fostered public participation throughout the creation of these design guidelines. Residents, developers, property owners, decision makers and staff participated in a series of meetings, open houses, workshops, surveys, and hearings. All feedback collected was used to shape the direction of these guidelines and prevent disparate or mediocre development by advancing the potential for high-quality, cohesive development.



1.4. HOW TO USE THIS DOCUMENT



As applicants and reviewers apply these design guidelines, the following additional considerations will need to be kept in mind:

Application of guidelines

These guidelines are not one-size-fits-all. In some cases, trying to apply all of the guidelines to a project could produce unintended conflicts or undesirable outcomes within a design. Consequently, certain guidelines may be more appropriate than others or take precedent over others, depending on the context, scale and use of the project or unique circumstances. This includes the ability of the Zoning Administrator to determine the applicability of any “shall” statements based on their individual applicability to the product type and in relation to the “Design Principles” within this manual. Determination of a guidelines precedent over conflicting guidelines or the applicability of multiple guidelines shall be considered during the Design Review Process through evaluation against the “Design Principles” of this Manual.

Addressing mixed-use projects

These guidelines recognize that certain projects may not be associated with a single development type (i.e. residential, commercial, office, industrial). Some projects may incorporate a mixture of uses via “horizontal mixed-use” or “vertical mixed-use.” “Horizontal mixed-use” means that individual uses are adjacent to each other within the same project. “Vertical mixed-use” means that individual uses are combined (often by stacking over each other) within a singular building.

The mixed-use site design guidelines contained in Chapter 4 shall apply to all development that proposes a mixture (horizontal or vertical) of residential and/or non-residential land uses. In addition, the individual components (i.e. residential, commercial, office) of a mixed-use development shall refer to the building design guidelines for each respective development type contained in Chapters 3-7.

Varied approaches to design

These guidelines serve as a starting point for the creative design process and should not be regarded as the sole solution for design. Property owners are encouraged to embrace creativity and innovation by developing designs that reinforce Goodyear’s overall character and identity, while simultaneously conveying a sense of continuity within each neighborhood and reflecting the individuality of each property.

Rather than stifling design freedom or discouraging innovation, the guidelines are intended to promote high-quality design that has been thoughtfully considered in both residential and non-residential applications. To achieve this, property owners are encouraged to collaborate with various stakeholders, including community groups, affected merchants, business owners, and City staff during the design process. This collaborative approach ensures that diverse perspectives contribute to the final design, fostering a holistic and context-sensitive outcome.

Levels of reference and adherence

These design guidelines have two levels of reference: requirements and recommendations. The following associated language is used consistently throughout to communicate requirements (i.e. “shall”, “must”) versus recommendations (i.e. “should”, “encouraged”). Development is required to comply with “shall” statements. In support, “should” statements reflect design conditions that are also important to address, but recognize that alternative approaches may also be effective in achieving desired outcomes. During the Design Review Process, applicants can propose alternatives to recommendation statements (i.e. “should”, “encouraged”) for consideration that meet the “Design Principles” as expressed in this Manual. Additionally, if a project is proposing to increase housing affordability, a special exception can be requested in accordance with Section 1.7 and an exception process has been established in Section 1.8 for Innovative Product Design.

Project Specific Design Standards

Development of, stand alone, project specific design standards that deviate from these Design Guidelines can be proposed through the rezoning process. Deviations may be considered and approved in association with a comprehensive development plan. However, any design standards not specifically addressed in the zoning case shall be subject to those contained within this Design Guidelines Manual.

Illustrations and photographs

The illustrations shown in this document are intended to provide examples of how these guidelines can be applied. They are not intended to illustrate the only or even the best way to meet the intent of the guidelines. Photographs that are provided as examples shall only be construed to represent an example of the specific standard it is illustrating. Photographs may include periphery items that are prohibited or discouraged by guidelines other than the guideline it is specifically illustrating.

Other reference documents

While these design guidelines provide supplementary and advisory recommendations for applicants as they are designing their projects, conformance with the following land development documents are requirements for project approval.

**General Plan** – The *General Plan* establishes a range of policies that focus on promoting quality in the built environment while also maintaining a sustainable community. It begins with a vision statement and a series of strategies to help to achieve that vision. In addition to the strategies that address how to achieve the community’s vision, the subsequent chapters of the General Plan provide more detail that specifically relate to the design review process and specific design topics.

**Zoning Ordinance** – Article 1-4 of the Goodyear Zoning Ordinance establishes this “Design Guidelines Manual that is intended to provide design criteria for site layout, building elevations, landscape plans, and parking arrangement in order to enhance the overall quality of design of Goodyear’s built environment.” Furthermore, the Zoning Ordinance provides mandatory development and individual use standards which influence design in their own way.

**Engineering Design Standards & Policies Manual** – The Engineering Design Standards and Policies Manual serves to guide developers and designers in planning and designing both public and private infrastructure with the aim of enhancing the quality of life for both Goodyear citizens and visitors.

**Building Codes** – The City’s currently adopted building codes and local amendments are published to enforce building standards for construction and use and are updated to reflect the latest standards of life-safety and construction technology.

These guidelines complement, but do not supersede, regulations and/or specifications in these land development documents.

1.5. DESIGN REVIEW PROCESS

The Design Guidelines will play a crucial role in the City’s development review process to achieve the highest level of design quality while allowing flexibility for project designers to respond creatively to existing site conditions. Design review constitutes only one component of this overall process. In addition to these guidelines, applicants involved in new development or rehabilitation must adhere to the development review processes outlined in Article 1-4 of the Zoning Ordinance to complete site and building improvements. Further, once designs are approved, they shall be maintained as approved.

During required pre-application meetings, City staff can provide information on permits, processing timelines, necessary steps for project approval, and relevant City codes and ordinances. Additionally, this early communication process helps both parties better understand project-specific design objectives, ultimately streamlining the overall development process and minimizing potential concerns.

1.6. EXCEPTIONS

When in compliance with all other City ordinances, the following projects are exempt from design review:

- 1. Construction underground, which will not result in a significant, permanent structure at or above grade level upon completion. Utility boxes, pipes, mechanical equipment, and poles shall be considered a “significant permanent structure” and is subject to design review as determined by the Development Services Director, or his/her designee.
- 2. Roof maintenance and repair (which does not increase the size of previously approved mechanical equipment). However, roof reconstruction or use of different materials is subject to design review as determined by the Development Services Director, or his/her designee.
- 3. Routine maintenance of buildings, landscaping (including relatively minor replacement of plants other than trees), or grounds (including parking lots) which does not significantly alter the appearance or function of the building, landscaping, or grounds.
- 4. Certain temporary uses, temporary structures and temporary signs as defined by the City of Goodyear Zoning Ordinance or other applicable codes and ordinances.
- 5. Interior remodels or interior tenant improvements.
- 6. Repainting or touch up of a building to its approved color scheme. Modifications to color schemes or the repurposing of certain materials/colors is subject to design review as determined by the Development Services Director, or his/her designee.

1.7. SPECIAL EXCEPTION FOR INCREASING HOUSING AFFORDABILITY

During the Design Review Process, applicants proposing to increase housing affordability can request a special exception from any “shall” guideline, provided the project continues to uphold the “Design Principles” as expressed in Chapter 2 of this Manual.

Guidelines for which an exception is being provided may be administratively approved by the Development Services Department director or his/her designee and may incorporate additional terms and conditions.

Any request for an housing affordability special exception from an applicable provision shall be submitted in writing along with all applicable exhibits as part of the Design Review Process.



1.8. EXCEPTION FOR INNOVATIVE PRODUCT DESIGN

Applicants proposing to create a unique or innovative development through the introduction of an innovative product or design may request an alternative to a “shall” guideline, provided the project aligns with and meets the intent of the General Plan policies, continues to uphold the Design Principles, furthers Neighborhood Character and Compatibility, considers and reduces the Impact of development on Surrounding Properties, furthers Sustainability and reduces Environmental Impacts, addresses negative impacts of Traffic and Accessibility Considerations, enhances the Aesthetic Contributions to the Community AND furthers Functional and Operational Feasibility.

Requested modifications and alternatives to “shall” guidelines must be submitted in the form of a Design Guidelines Justification document along with the applicants Site Plan or Design Review applications and shall demonstrate alignment with all of the following criteria:

- **General Plan Conformance:** Describe how the proposed design aligns with the city’s General Plan objectives and long-term vision.
- **Design Guidelines and Principles:** Highlight compliance with established design standards, while detailing any deviations and their benefits.
- **Neighborhood Character and Compatibility:** Show how the design integrates with and enhances the existing neighborhood or commercial area.
- **Impact on Surrounding Properties:** Discuss potential effects on adjacent properties, such as views, privacy, lighting, and noise.
- **Sustainability and Environmental Impact:** Outline sustainable practices and materials used in design, and address environmental impact mitigation.
- **Traffic and Accessibility Considerations:** Address how the project will impact local traffic and its accessibility, including pedestrian and transit considerations.
- **Aesthetic Contribution to Community:** Explain how the design contributes positively to the community’s aesthetic and architectural character.
- **Functional and Operational Feasibility:** Ensure the design supports the intended use effectively and safely.

The application will be reviewed by the Development Review Committee (DRC). The DRC shall evaluate the application based on the justification criteria provided in the narrative. The DRC will then forward a recommendation for approval, approval with modifications, or denial to the Planning and Zoning Commission. The application shall be scheduled as a Business item for a Planning and Zoning Commission meeting. The Commission may decide whether to Approve the staff recommendation, approve the staff recommendation with modifications or deny the staff recommendation. Any decision made by the Planning and Zoning Commission may be appealed to the City Council by the applicant. If the applicant or an affected party wishes to appeal the Commission’s decision, they may submit an appeal to the City Council within fifteen (15) business days. The City Council will review the appeal and may uphold, modify, or overturn the Planning and Zoning Commission’s decision.





## CHAPTER 2

# DESIGN PHILOSOPHY AND PRINCIPLES

Design is of course a broad term that means different things to different people. Thus, any attempt to rigidly define it inevitably falls short in some way. Due to the rapid growth in Goodyear over the recent past, defining “good design” is further challenged given the constantly evolving physical, social, and economic conditions that exist.

Consequently, this document utilizes a set of foundational design principles that when applied with the accompanying supporting design guidelines help Goodyear grow and change in a manner that is not only beautiful, but also socially integrated, environmentally responsible, and economically sustainable.



2.1. DESIGN PRINCIPLES

These design principles are the underlying objectives of good project planning and design. The accompanying design guidelines expressed in chapters 3-7 expand on these guiding principles to provide greater detail about how the city will evaluate projects for conformance with this document. Although it is understood that not all design guidelines presented in this document will be applicable to all proposed projects, conformance with these design principles is required.

The following outlines two key aspects; Levels of Design Context and Design Objectives, which when combined, form the foundational design principles for this design guideline manual:

Levels of Design Context

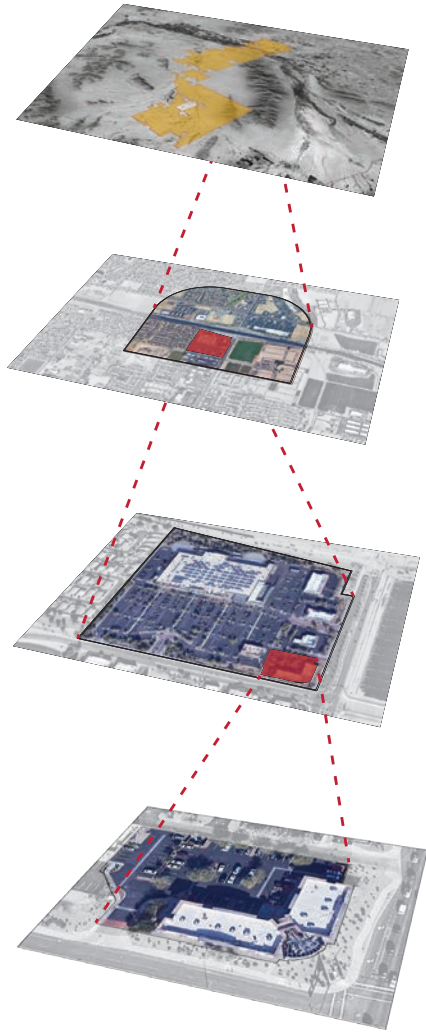
The degree of consideration that may be needed in a project varies with different levels of perception, in terms of physical development of the city. These may be considered the different types of “contexts” in which a project is designed and evaluated. The following reflects the varying levels of consideration that may be applied to a project in order to ensure compatibility across all contexts of the city.

**Citywide** - At this broadest level, the objective is to ensure that each property improvement contributes to the distinct and collective identity of Goodyear.

**Neighborhood** - This relates to each of the neighborhoods as identified in either the General Plan, or in specific plans, planning overlays, planned communities or neighborhoods that developed organically. Each has variations in character, defined by views and natural features as well as recent or planned development patterns. This may also include the evolution of neighborhoods to incorporate new General Plan concepts.

**Development** - This typically applies to an individual commercial center, office cluster or industrial park, but can also include specific projects or infill within or surrounded by a residential neighborhood or mixed-use development. Maintaining some character-defining “themes” throughout the development that are consistent with the broader elements of continuity established for the Neighborhood and Citywide levels of consideration are important, while also expressing some features unique to the development itself.

**Site** - At this level, the project itself and surrounding conditions are often more of a consideration. It is at this level where project and building individuality can be most directly expressed within the confines and the larger context of the site.



Design Objectives

The cumulative effect of achieving the following design objectives is to create holistic designs where the individual parts work together to create a diverse yet cohesive, attractive, and sustainable whole.

**Provide environmentally-focused designs** - Desired site and building design utilize strategies that recognize our desert environment and design in that fashion so as to decrease energy use, support water stewardship and conservation, reduce urban heat island effects, manage stormwater runoff, and mitigate air pollution.

**Create a sense of place** - Successful urban design produces diversity, distinctiveness, and a sense of place within the community through applying site design, building form, and construction/landscape materials that are appropriate to the setting and purpose of development.

**Bring streets to life** - Provide development that facilitates connectivity through multi-modal transportation while paying special attention to the attractiveness of the street frontage.

**Apply proper transitions** - A cohesive design depends on uses and buildings that complement one another. Site planning and buildings shall promote compatibility through proper buffering and design techniques that blend with the pattern of its surrounding context.



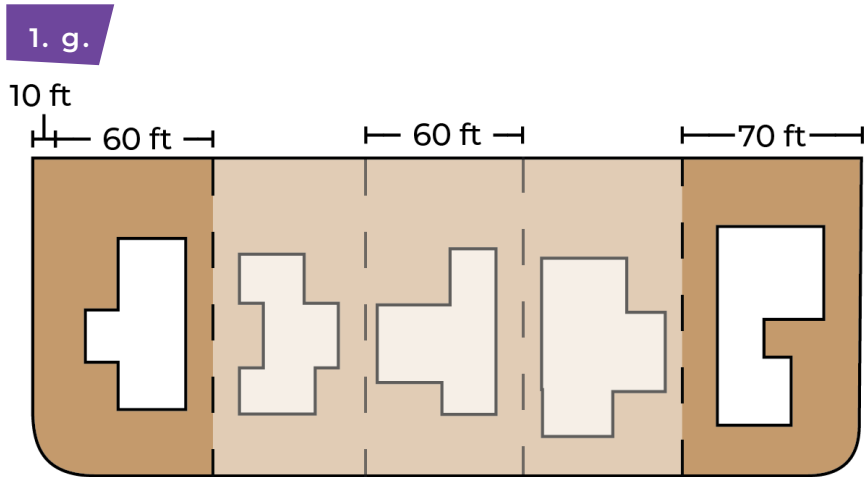


## CHAPTER 3 RESIDENTIAL

Residential Design Guidelines will serve as a valuable resource for project designers and property owners, providing clarity on the City's vision for achieving high-quality residential development in Goodyear. These guidelines play a crucial role during the City's development review process, serving as essential criteria for evaluating projects that require approval.

The overarching objective within the development review process is to create designs that foster a sense of community, promote compatibility across diverse residential neighborhoods, and embody the desired quality and character that define Goodyear. By adhering to these guidelines, the city aims to preserve the aesthetics, functionality, and livability of residential neighborhoods, ensuring a vibrant and harmonious environment for all residents.





### 3.1. General Guidelines for Single-Family Residential

All single-family residential development shall comply with the following guidelines, except single-lot residential development in the AG zoning district which is only subject to the development regulations provided in the Zoning Ordinance.

The following general guidelines are intended to supplement the single-family development standards provided within the Zoning Ordinance and shall be applied universally to all single-family residential development, unless otherwise stated herein. After referencing this section, users should further reference the subsequent “Specific Single-Family Use Type Guidelines” section to apply unique guidelines that are specific to their single-family use type (i.e. single-family detached and single-family attached).

#### A. Site Design

##### 1. Site Layout

- a. Minimizing construction of building pads in sensitive areas is encouraged, along with clustering dwellings to help preserve larger areas of natural terrain.
- b. To minimize glare from vehicle headlights and to promote safe traffic maneuverability lots should not be designed to center on T-intersections unless adjustments or mitigation can be demonstrated.
- c. No street shall be allowed to terminate on a blank wall or narrow landscape tract (less than 15-feet). Streets should terminate on cul-de-sacs with lots or common open space with pedestrian connections.
- d. Siting of lots/homes that take advantage of passive solar techniques to achieve an efficiency of energy use is encouraged.
- e. If cul-de-sacs designs are utilized, developments are encouraged to utilize landscape islands and/or parking nodes in the design of cul-de-sacs to reduce pavement coverage, enhance neighborhoods and provide functional spaces. When provided, landscape islands shall be designed to meet all required turning radii for fire access and refuse collection.
- f. The lotting design should incorporate and retain features of the natural environment such as drainage ways, associated vegetation masses and mature specimen trees.
- g. Corner lots are encouraged to be at least ten (10) feet wider than interior lots to accommodate housing product and street side setbacks or provide a landscape tract between the lot and the street.
- h. Where lots back onto local, collector, or arterial streets, a minimum ten (10) foot landscaped tract shall be provided, measured from the right-of-way line to the wall.



2. Arrival

- a. The developer shall provide an appropriately-scaled sense of arrival at all primary and secondary entries into the community and individual subdivisions. Entries shall be designed as integrated elements of the overall development and should be marked by features such as decorative paving, landscaping treatment, planters, special wall treatment, or any other character giving features.
- b. When larger developments are adjacent to the intersection of two arterials, the arterial corner should be enhanced to create an overarching project arrival for the entire neighborhood and/or development.
- c. Primary-themed entry features are encouraged to use back-lit decorative lighting to enhance walls and signage.
- d. Smaller, secondary entries into a development are encouraged and should match the theme of the primary entry.
- e. Perimeter walls that exceed 8 feet in height and interior walls that exceed 6 feet in height shall incorporate terracing, with a minimum planter width of three (3) feet provided between the terrace(s) to create a functional planter area. The wall nearest the sidewalk, street, or other usable space in this configuration should be the shortest in height.
- f. When a water feature is provided as an element for a subdivision entry the developers shall consider water conservation best practices when designing and siting the feature.

3. Access & Circulation

- a. Configure roadways to provide complete streets, prioritizing improvements that provide access to services, schools, parks, civic uses and similar such uses.
- b. Long, straight local streets, with no traffic calming or stop devices, in excess of 1,320 feet are discouraged and shall be limited.
- c. Traffic calming devices such as roundabouts, landscape islands or medians to reduce the potential speed of traffic are encouraged where a signal or stop sign is not provided, in accordance with the Engineering Design Standards.
- d. Internal circulation, within individual residential neighborhoods, shall consider pedestrian circulation as follows:
  - i. Integrate and continue existing pedestrian walkways and/or multi-use trails from adjacent developed and undeveloped areas through the community's network of open space areas. Future pedestrian connections to adjacent development shall be planned, where possible.
  - ii. Developments, including gated developments, shall provide pedestrian access to adjacent non-residential areas, such as schools and churches, and adjacent collector and arterial roadways. Pedestrian access to schools, shopping, and public transportation should be convenient.
  - iii. Provide ample space for pedestrian flow and circulation, particularly in areas where there is already heavy pedestrian traffic or where the project is expected to add or attract pedestrians to the area.
  - iv. Create a safe environment throughout the project by providing lines of sight and encouraging natural surveillance through strategic placement of walkways/trails, walls, and open space.

2. a.



3. c.



3. d.



3.d.iv.



- v. Trail networks should meander and be designed to provide a ramped crossing when interrupted by local streets. The crossing shall include pavers, colored concrete, or stamped concrete. Along collector roadways, trails shall be designed to account for safe crossing locations.
- vi. Decorative theme lighting, accent lighting, or lighted bollards shall be placed along walkways within and pedestrian connections to usable open space areas to improve visibility and safety.





4. Open Space & Amenities

- a. Public or “common open space” areas shall be incorporated into the site as a primary design feature and not just as remnant pieces of land used as open space.
- b. The design of improved open space should recognize and incorporate views, climate, solar angles, shade, and outdoor activities, which could occur in conjunction within the project.
- c. Open space areas shall incorporate pedestrian connections to adjoining residential uses, public rights-of-way, commercial projects, schools and other compatible land use facilities.
- d. Storm water retention facilities that cannot be utilized as recreational amenities are discouraged. All storm water facilities should be aesthetically pleasing and integrated into the development’s open space system.
- e. A commons or neighborhood park should be placed near the center of the community with opportunities for both active (e.g., pickleball, basketball, play area, etc.) and passive recreation (e.g., walking paths, seating, fountains, gardens, etc.). While these areas may incorporate a hard surfaced plaza, the emphasis should be on providing a usable green area or outdoor gathering spaces, that include shade, to encourage year-round usage for social interaction, relaxation, recreation, and visual relief.
- f. Programmed open spaces and recreational areas shall be located so that they can be observed from the front of nearby homes and from the street. Housing should front onto neighborhood parks and open space. Housing that backs onto programmed open space and recreational areas should be kept to a minimum and avoid completely encircling such areas to maintain visual security and accessibility.

- g. Community gardens are encouraged to promote a sense of community and foster a sense of pride in the garden and the surrounding area. Community gardens should be provided in appropriate locations.
- h. Water features should not be provided for ornamental purposes only. When provided, water features shall be designed in a manner that provides environmental (i.e. cooling) or recreational (i.e. play) benefit to residents. Further, consider summer evaporation loss and water conservation practices when designing and siting water features.

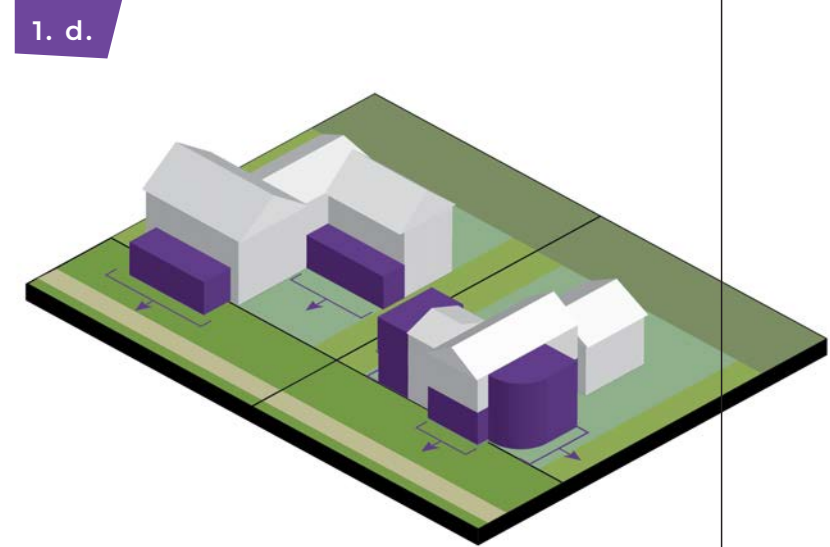
5. Landscaping

- a. The predominant use of grass is prohibited. Grass areas (not including artificial turf) shall be limited to a maximum of 30 percent of the total lot. Where grass is provided, the grass area should be large enough to be usable and watered efficiently.
- b. For general landscape areas and plantings in the public right-of-way, use of native vegetation and low water plants shall conform to the Phoenix Active Management Area Low Water Using Plant List and City of Goodyear Zoning Ordinance Plant Matrix, unless otherwise approved. All landscaped areas shall be planted in conjunction with an efficient water system.
- c. Flowering trees and shrubs should be used to provide color and accentuate the overall design.
- d. Planting designs should consider the long-term growth and expected maturity of trees, shrubs, and ground cover landscaping on a site. Plantings should also be grouped based on similar water, nutrient, and sun needs to ensure long-term growth and maturity.
- e. Appropriate shade trees should be utilized to reduce the urban heat island effects.
- f. Planter strips with detached sidewalks are encouraged on local streets and shall be a minimum of five feet in width and contain trees and ground cover.



6. Perimeter Walls & Fences

- a. Subdivision perimeter walls shall be constructed using materials that include decorative masonry block, stucco, and/or decorative stone; be enhanced using materials and colors that complement the project's architecture; and be designed in a manner which creates an attractive appearance to the street.
- b. Subdivision perimeter walls shall include at least one of the following and be broken up by pillars or staggered setbacks every 150 feet to provide visual interest and soften their appearance:
  - i. Pillars with caps, and/or decorative stone.
  - ii. Incorporation of decorative wrought iron, trellises, raised planters, or other artistic features in context with the area.
  - iii. Incorporation of various textures, and variations in height in conjunction with landscaping.
- c. Privacy walls visible from the street shall be constructed with compatible materials and colors of the homes or be cohesive with the colors/materials of the overall development's theme wall. Homes adjacent to common open space areas shall contain wrought iron grillwork and at minimum partial view walls to provide visual access to open space, but also maintain privacy for the individual lot.



SECTION 3.1.A



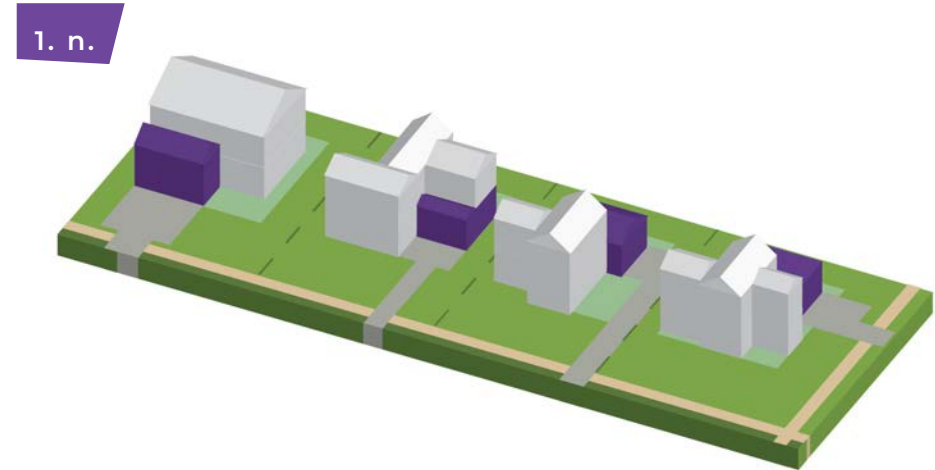
SECTION 3.1.B

B. Architecture & Building Design

1. Massing & Articulation

- a. Create diversity by varying the bulk and mass of buildings. Avoid a monotonous streetscape by creating diverse elevations using substantial architectural elements on all elevations. The following are some elements that may be used to add visual interest and a sense of human scale to the homes:
  - i. Horizontal and vertical wall plane changes
  - ii. Varied roof forms and orientations
  - iii. Bay windows
  - iv. Roof dormers
  - v. Applied decorative features
  - vi. Overhanging eaves
  - vii. Recessed windows
- b. Usable front porches are encouraged. Front porches should match the scale and architectural detail of the home.
- c. Where houses in a development back onto collector or arterial streets, a variety of roof designs shall be utilized as to avoid a series of repetitive roof slopes viewable from the right-of-way.
- d. Two-story houses should have a single-story element closest to the front of the house and/or next to the street. Such architectural diversity may include varying front setbacks due to locating the garage to the rear of the lot, adding usable courtyard area and/or using building placement to create private outdoor spaces.
- e. All façades facing a street should provide a sense of human scale and be proportionate to the pedestrian.
- f. Long, unbroken facades are prohibited. Techniques for varying wall planes include integration of vertical or horizontal recesses and projections.





- g. Building articulation shall emphasize entries through the use of roof elements, columns, porticos, recesses or pop-outs, and/or other architectural features.
- h. The primary entry, or front door, to a home shall be visible from and oriented to the street or provide a portal, courtyard or other pedestrian level streetscape enhancement to help accentuate the front facade..
- i. The design of accessory structures shall be architecturally similar to the main structure through the use of the same architectural treatment, materials and colors.
- j. Roof mounted HVAC and evaporative cooler equipment is discouraged; if located on the roof, it shall be fully concealed below a rooftop parapet. All mechanical equipment shall be properly screened from public view.
- k. All roof pipes, vents, and other roof penetrations and attachments, and equipment shall be configured to have minimal visual impact as seen from the street. Roof penetrations (except chimneys) shall not extend above the ridgeline and shall be painted or architecturally integrated with the roof design and color.
- l. Utilizing “carriage-style” and other non-conventional sectional garage door styles is recommended to provide additional diversity and to better tie in with architectural themes.
- m. A minimum of two (2) coach lights shall be placed at the front face of the garage or other appropriate front facade location for security and should be architecturally compatible with the main structure. When a garage is alley loaded, the lights shall additionally have automatic on/off sensors.
- n. Regarding forward facing garage plans, the garage portion of the house shall not extend out beyond the porch or livable portion(s) of the home by more than six (6) feet. Where forward facing garages project beyond the porch or livable areas of the home, the plan shall include portals, low courtyard walls with pilasters, or other deemphasizing techniques approved by the City, that extend out beyond the front of the garage face.
- o. Provide one and a half or two-story massing so that the garage is a smaller part of the overall front façade of the home.
- p. Driveway paving material comprised of pavers or stamped, colored or textured concrete are encouraged.
- q. All visible elevations of a side entry garage shall appear as livable area by utilizing windows, wainscot or other design elements compatible with the design of the structure.



2. Materials & Color

- a. Use materials, color, and other architectural treatments to create visual unity and an identifiable character. Exterior materials and architectural details should complement each other.
- b. High-quality, authentic building materials including brick, masonry, stucco, adobe, and stone shall be utilized. Durable synthetic products, such as cast stone and fiber cement board may also be considered.
- c. Use of wood as trim or accent material is encouraged. Wood products should be of sufficient quality and should be substantial in proportion and appearance.
- d. Acceptable roof materials include clay, slate, or concrete. Use of asphalt and wooden roof shingles are prohibited. Non-reflective metal roofs may be utilized in select conditions as an accent roof material. For adobe style homes, alternative roof materials may be considered.
- e. Material changes should occur at a change in wall plane or terminated by an architectural feature to appear integral to the structure and avoid a tacked-on appearance.
- f. Exposed gutters and downspouts should be colored to match fascia or wall material.
- g. Exterior building colors should be compatible with the surrounding neighborhood setting and should be in keeping with the geographic and climatic conditions specific to Goodyear.
- h. Earth tone colors traditionally used in the desert southwest are suggested; however, deep, rich accent colors are recommended instead of using a pale color palette. Bright colors should be used sparingly as an architectural detail element. Further, for purposes of implementing these guidelines, application of black, gray, and white shall be considered shades and not colors.

- i. Houses shall be painted at least one color and an additional two accent colors or shades for a total of three. Materials that are a different color than the painted portion of the house shall count towards the three color/shade requirements.
- j. The main body color(s) for individual homes shall be distinctly different from one another and not simply utilize varying shades of grey or varying shades of tan to accomplish the three unique colors.
- k. Accent colors/shades utilized on individual homes shall add vibrancy to the base color of the homes and not simply be a darker, lighter or muted shades/colors/version of the primary homes base color
- l. The upper portions of any structure, that are visible above a perimeter wall shall utilize a unique color for the trim, facia, siding, recessed features, shutters, pop-outs, etc. The color shall be different than the main body color of the home in order to add to the uniqueness and street character of the project

3. Solar

South Facing Pitched Roofs (within 45 degrees east or west of due south)

- a. Solar panels should be low profile and parallel with the plane of the pitched roof.
- b. The top of the panels should not exceed 8 inches above the adjacent finish roofing surface (i.e. tile, shingles, etc.). Panels should not project above the roof ridge line.
- c. Placement of solar panels should be uniform. Consider the panels as part of the overall roof configuration. Match the shape and proportions of the panels with the shape and proportions of the roof.
- d. The color of the panel frames and support structure shall be neutral and compatible with the roof surface color(s). Exposed frames and components should have a non-reflective surface.



North and East/West Facing Pitched Roofs (within 45 degrees of south of due east or west)

- e. Panel tilt angle should not exceed 15 degrees above horizontal plane.
- f. Height of panels should not exceed 24 inches above the roof surface at any point. Panels should not project above the roof ridge line.
- g. Placement of solar panels should be uniform. Consider the panels as part of the overall roof configuration. Match the shape and proportions of the panels with the shape and proportions of the roof.
- h. The color of the panel frames and support structure shall be neutral and compatible with the roof surface color(s). Exposed frames and components should have a non-reflective surface.

Flat Roofs (½-inch or less per foot slope)

- i. Top of panels should not exceed 30 inches above the adjacent finish roofing surface on flat roofs with or without parapets.
- j. The placement and height of panels should be uniform. When not screened by a parapet, consider the solar panels as an integral part of the overall roof configuration.
- k. The color of the panel frames and support structure shall be neutral and compatible with the roof surface color(s). Exposed frames and components should have a non-reflective surface.





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3.2. Specific Single-Family Use Type Guidelines

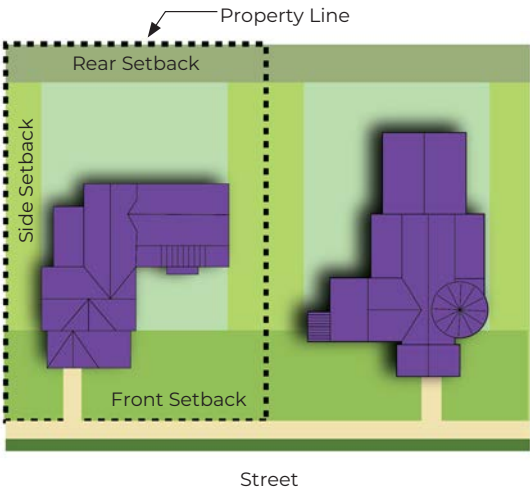
The city allows for a variety of single-family residential development ranging from detached large and medium lot residential to cluster/small lot residential developments. Recognizing the unique design characteristics of these single-family residential types, the following design guidelines are provided to specifically address certain issues pertaining to these housing types.

A. Single-Family Detached

The following single-family detached guidelines shall be further applied to residential lots that contain a single housing unit which shares no common walls with an adjoining unit and has a setback on all four sides of the housing unit.

1. Standard Plan Guidelines for Multi-Lot Development

- a. Proposed multi-lot residential projects shall include the following:
  - i. At least three (3) significantly different architectural styles, including a variety of roof forms and ridgelines facing any street, shall be provided for each standard floor plan offered. The same standard plan and elevation shall not be built next door to, or across the street from one another (i.e. Plan 1 Elevation A shall not be built next door to, or across the street from Plan 1 Elevation A).
  - ii. Proposed residential projects should include at least six (6) different color schemes and at least two (2) different roof tile styles in three (3) different colors. Clay and concrete tiles shall be considered one material type. However, alternating tile types (e.g. flat tile and mission tile) may be considered as different roof material types.
  - iii. A minimum of three (3) roof styles are required. Roof styles may include, but not limited to pitched, hip, flat, gambrel or mansard, and shall be consistent with the architectural style selected.
  - iv. A minimum of three (3) roof material types are required. Clay and concrete tiles shall be considered one material type. However, alternating tile types (e.g. flat tile and mission tile) may be considered as different roof material types.
  - v. Standard features such as stone, brick or other significant accent facade material should be provided (i.e. not as an option) on at least one (1) elevation for each floor plan available.



2. Landscaping

- a. Production home builders are responsible for providing landscaping in all planted areas within the front yards of single-family detached home lots. Builders are required to offer at least three (3) significantly different front yard landscape packages (i.e. options) for each primary lot size. No high water use plants or turf shall be offered in front yard landscape packages. A home buyer custom design can be used as a landscape package.

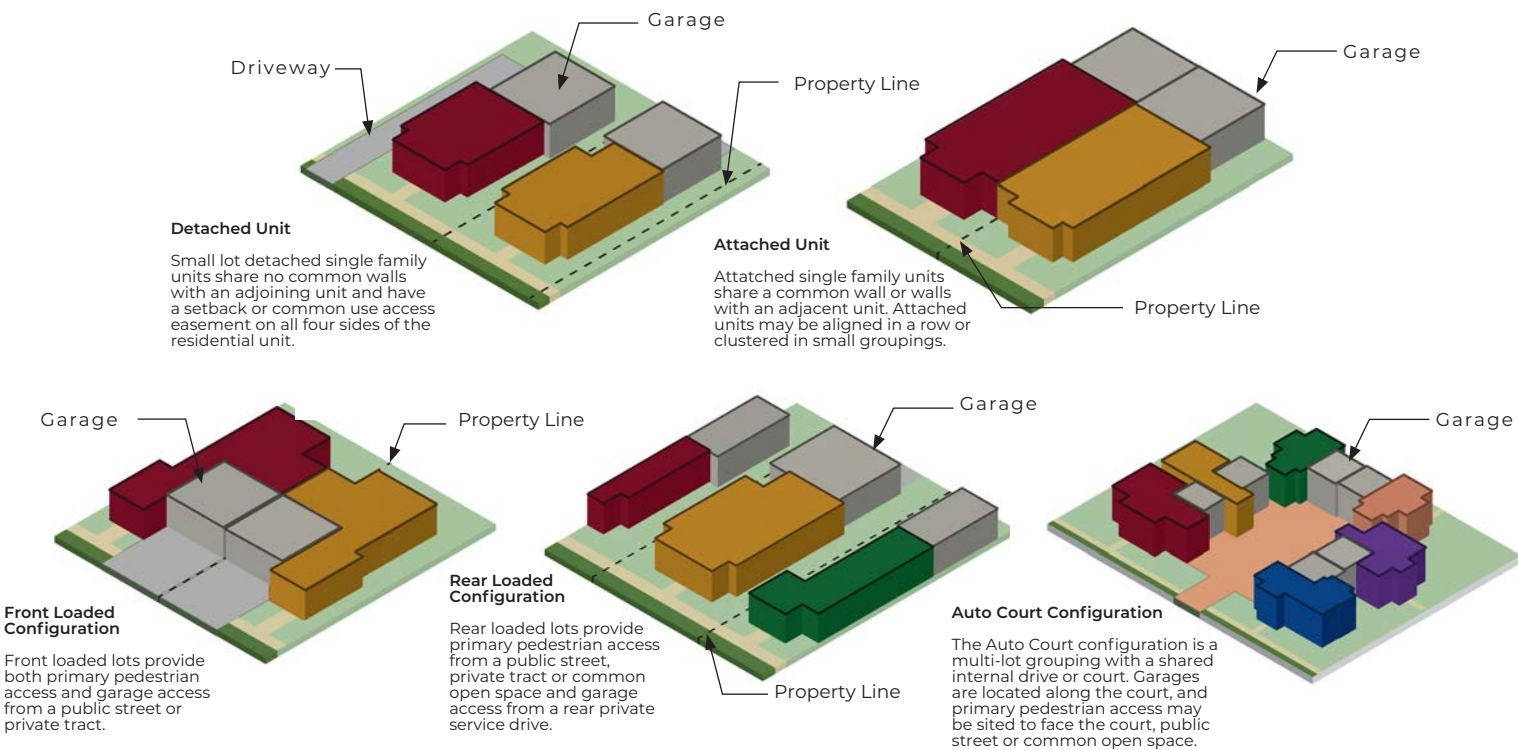
3. Massing & Articulation

- a. A usable, covered outdoor patio shall be provided on the rear side of each residential unit. Covered patio dimensions should be at least 100 square feet, with a minimum interior dimension of ten feet (10').
- b. Within multiple lot developments, a variety of garage placements shall be offered on the same block in order to de-emphasize garage doors and avoid garages from dominating the streetscape and the front of the house. Utilizing a combination of attached or detached garages that are recessed, side entry, or placed at the rear of the home, is encouraged.



B. Single-Family Cluster/Small Lot

The following single-family cluster/small lot guidelines shall be applied to residential lots that may be attached or detached units, and are presented in three primary configurations; front loaded, rear loaded or auto court.



1. Standard Plan Guidelines for Multi-lot Development

- a. At least three (3) different elevation styles shall be provided for each floor plan.
- b. A minimum of three (3) alternative color schemes for each elevation shall be provided and shall contain related hues to present a unified design. Homes with adjacent facing walls shall not utilize the same color scheme. Homes located diagonally from one another may share common color schemes.
- c. A minimum of two (2) roof styles are required. Roof styles may include, but not limited to pitched, hip, flat, gambrel or mansard, and shall be consistent with the architectural style selected.
- d. A minimum of two (2) roof material types are required. Clay and concrete tiles shall be considered one material type. However, alternating tile types (e.g. flat tile and mission tile) may be considered as different roof material types.
- e. Standard feature stone, brick or other significant accent facade material shall be provided as a standard feature (i.e. not as an option) on at least one (1) elevation for each floor plan available.
- f. Alternatively, singular multi-story residential units that are attached in a row (i.e. townhouse style buildings) are encouraged to appear cohesive in their overall design, while the design of individual units should give the appearance of individual units being adjacent to one another; this may be achieved through a combination of building massing, varied roof heights and styles, along with base and accent color articulation.

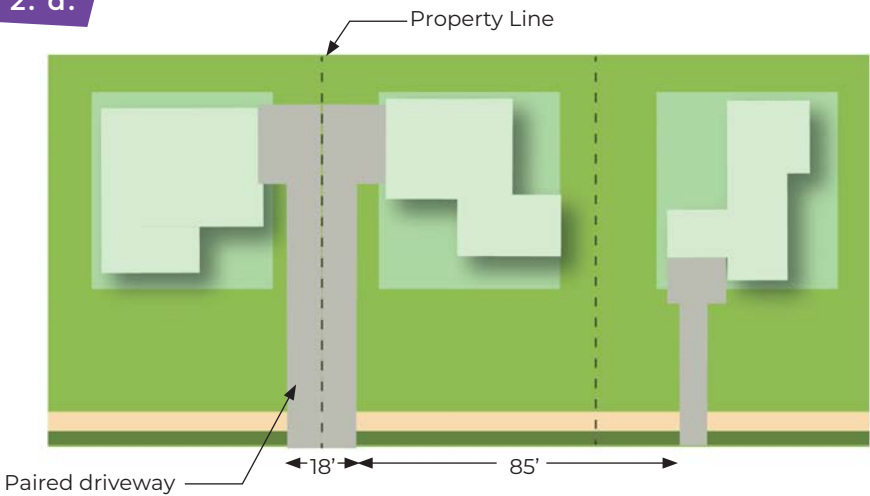






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2. Site Layout

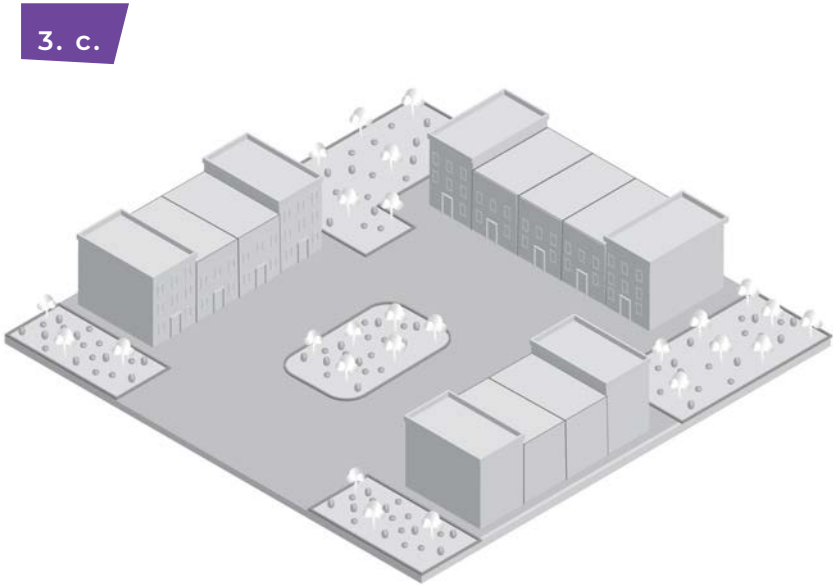
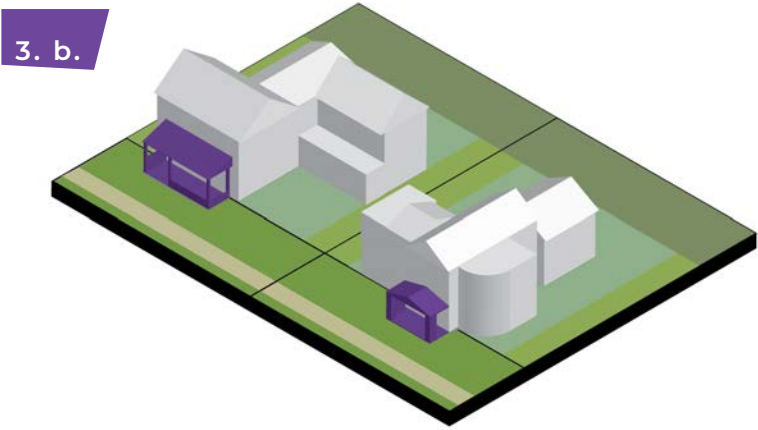
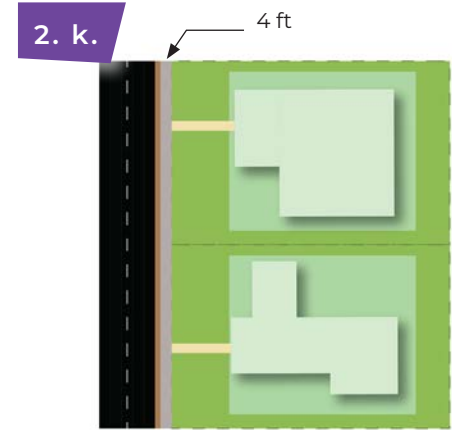
- a. Primary building facades shall be oriented to the primary street as follows:
  - i. Residential street layouts that incorporate alleys with access to rear garages are encouraged, especially when lot widths are less than 60 feet.
  - ii. Perimeter units, which face a local private or public street, shall be varied in orientation toward street frontages to create architectural diversity and visual interest.
  - iii. The development should be developed with a complementary blend of residential units at a scale compatible with adjacent lower density residential uses, for instance, if adjacent residential developments are developed with heights of 20 feet, the adjacent residential units within the development shall be of a similar scale, i.e. at or below 20 feet.
- b. Residential street layouts that incorporate alleys with access to rear garages are encouraged.
- c. For detached units a variety of garage placements should be offered on the same block in order to de-emphasize garage doors and avoid garages from dominating the streetscape and the front of the house. Recessed garages, side entry, and garages placed at the rear of the home, are encouraged.
- d. Clustering driveways for detached units so that there is at least 36 feet of uninterrupted curb between the clustered driveways is encouraged. Alternatively, driveways may be paired so that there is a single curb-cut providing access to 2 houses, and the total width for the paired driveway is not more than 18 feet.
- e. Individual driveways for attached units should be separated by a minimum 2 foot wide landscape strip. Alternatively, for attached units with multiple garage doors that are located within one building, the maximum number of garage doors adjacent to one another shall be limited to 3, unless there is a break in the building façade between garage doors. The break shall contain a major architectural feature, such as a building entrance or equivalent feature.
- f. For auto-court conditions, garages must be located around courtyards paved with pavers or stamped, textured concrete from curb to garage. Where the front entry to the home also faces the court pedestrian pathways (clearly denoted by alternative paving material, pattern or finish) shall also be provided.
- g. Auto-court conditions should be arranged in rectilinear forms with the garages clustered as much as possible.
- h. The entry drive into an alley for an alley-loaded development, measured at 200 feet or less from the corner of the connecting public or private street, that intersects with an alley at a T-intersection or continues as an L shaped alley is not a separate alley.
- i. For alley-loaded development where an alley serves multiple rear garages, the linear length of the alley shall not exceed 450' unless either (1) the fronts of lots being served by the alley are fronting along a public street (or private street built to public street standards) OR (2) lots adjacent to the alley's entrance provide street frontage to a public street (or private street built to public street standards) that intersects the alley. Any portion of the alley adjacent to common area open space tracts shall not count towards the maximum 450' alley length.



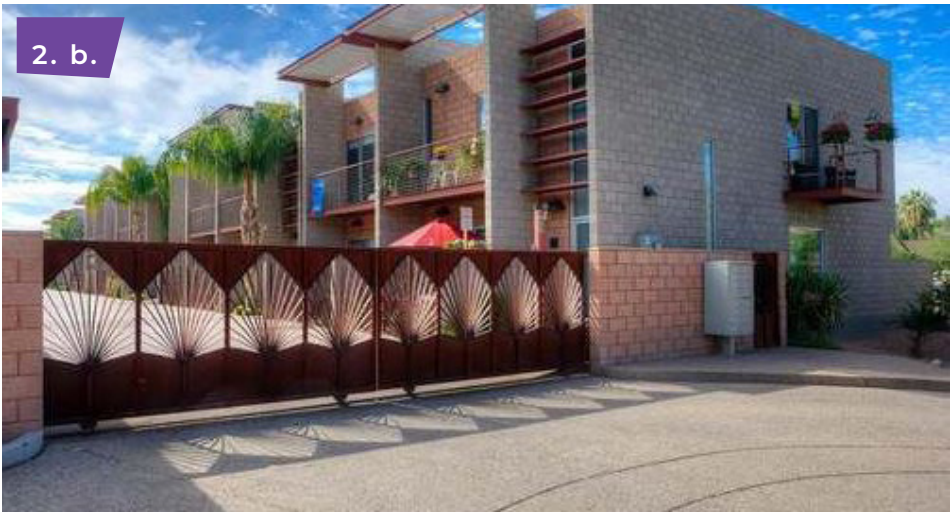
- j. All development must provide an internal pedestrian oriented walkway system that connects to key areas such as building entries, visitor parking areas, service areas and open spaces. This may be provided through a combination of; paved sidewalks along public streets, paved pathways within common open space areas, or pedestrian pathways (clearly denoted by alternative paving material, pattern or finish) within private streets/tracts.
- k. A minimum 4 foot wide sidewalk shall be placed along at least one side of all private streets.
- l. All units must provide a clearly visible walkway from a primary entrance to the abutting driveway, primary street, tract or common open space. Walkways should be constructed with stone; pavers; or stamped, textured concrete.
- m. To ensure that natural light is accessible to each building, at least one side of each building within the development shall be adjacent to a community open space amenity such as landscaped walking paths, community parking lots, court yards, landscaped retention areas, playgrounds, and other open space area.

3. Massing & Articulation

- a. If there is no alley or auto court access and the lot fronts on a public or private street the dwelling shall have entry, window and roofline design treatment which emphasizes the house more than the garage.
- b. Entrances should be prominently indicated with a first-story massing change or design element such as a porch, awning, portico, or recess with a minimum depth of 5 feet.
- c. The massing of attached residential units shall be reduced by either:
  - i. Grouping units into segments of no more than six in a single continuous row. Each grouping of units shall be separated with a minimum 10 foot wide gap, or
  - ii. A single continuous row of units shall include a lateral shift in the facade of a minimum of 12 inches every three units.
- d. All alley-loaded lots shall provide an opportunity for landscaping and shall include either carriage lights on either side of the garage door or private HOA maintained lights/bollards to provide security lighting to the alley.
- e. Any ground or building mounted services and utilities (e.g. meters, electrical boxes, etc.) shall be thoughtfully placed at the side or rear of the home, not on street facing facades, and concealed with landscaping or painted to be of similar color to the adjacent building facade.
- f. Storage areas for trash and recycling collection containers shall be provided on all lots. These areas may be located in the side yard behind fencing or in an enclosed garage in a designated space. In all cases, the storage of trash and recycling containers shall be away from public view with appropriate screening. A clear path provided to allow the occupants to move the containers to the pickup point is required.







### 3.3. General Guidelines for Multi-Family Residential

The multi-family design guidelines have been developed to expand housing opportunities within Goodyear, while ensuring that multi-family development is built in ways that support a pedestrian-friendly, attractive public realm and the desirable visual and community design characteristics of the city overall.

#### A. Site Design

##### 1. Site Layout

- a. New multi-family residential development should respect the development in the immediate area using setbacks, complimentary building arrangements and avoidance of overwhelming building scale and visual obstructions to views.
- b. Multiple buildings in a single project are preferred in order to create building clusters that achieve a smaller scale and create opportunities for plazas while preventing long repetitive rows of buildings.
- c. Buildings should be generally oriented parallel to streets with varying setbacks to provide visual interest and varying shadow patterns. However, care should also be given to ensuring buildings are not limited to placement along the entire boundary of the project site creating a “walled” perimeter effect. Breaks between buildings along the edge of the development should be incorporated to provide view corridors into the site from adjacent public streets.
- d. Buildings shall be oriented to promote privacy from other units to the greatest extent possible and shall be oriented for privacy from adjacent single-family residential.
- e. Buffers, such as landscaped setbacks, should be integrated to protect surrounding properties from noise, vibration, odor, and other potential impacts.
- f. The design of buildings, driveways, loading facilities, parking areas and canopies, signs, landscaping, lighting, solar facilities, and other site features should show adequate consideration for the visual effect of the development upon adjacent properties.

- g. Parking areas, pedestrian walkways, elevators, stairwells and recreation areas should be visible from multiple windows and doors in at least two different directions.

##### 2. Arrival

- a. Vehicular entries provide a good opportunity to introduce and identify multi-family developments. A combination of ornamental landscaping, landscaped medians, architectural monuments, decorative walls, signs, and/or enhanced paving shall be incorporated into the primary themed entry as follows:
  - i. Required elements include:
    - Distinguished entry into the development using hardscape materials such as pavers or stamped or colored concrete (stamped asphalt shall be prohibited).
  - ii. At least one (1) primary elements, such as:
    - Mature trees
    - Landscaped median
    - Prominent vertical architectural feature or monument, such as an obelisk, spire, porte-cochere, or arbor.
  - iii. At least two (2) secondary elements, such as:
    - Unique pedestrian scale lighting or bollards along sidewalks, walkways.
    - Decorative walls
    - Unique pedestrian and vehicular gates.
- b. If gates are utilized at entries to multi-family developments, they should be attractively designed as an important architectural feature of the building or complex.



- c. Entry drives should terminate at a community feature or amenity (e.g. community center, open space, view corridor, etc.).
  - d. Sidewalk connections shall be located on both sides of the primary arrival driveway and secondary driveways which access a public roadway or primary pedestrian corridor.
- 3. Access & Circulation**
- a. Site design shall encourage alternative modes of transportation. Such design considerations include connections to existing off-site trails/paths and bikeways, bicycle parking and storage areas, designated curb space for ride share services, designated parking spaces adjacent to each building for resident loading and unloading needs only, and designs facilitating the use of mass transit.
  - b. All multi-family developments shall incorporate pedestrian connections to adjoining residential and commercial developments, roadways, schools, open space areas and other compatible land use facilities where appropriate.
  - c. The on-site pedestrian circulation system shall:
    - i. Link the various site amenities and components that are available (i.e. parking fields, play areas, clubhouse, pools, recreation center, refuse enclosures, etc.)
    - ii. Be safe, visually attractive, and well defined by landscaping and lighting.
    - iii. Incorporate regular and evenly distributed placement of shaded, well-lit bench seating and other pedestrian amenities.
  - iv. All multi-family buildings (and primary entrance/exit from each unit) including carriage units, shall be connected to the main amenity center (clubhouse etc.) via sidewalks and paths that are not located within vehicular drive isles or the main vehicular ingress/egress drives. Where sidewalks or paths cross a vehicular drive aisle, they shall be marked with exposed aggregate or textured colored concrete (not stamped asphalt) that are differentiated in color and texture from the vehicular drive aisle.

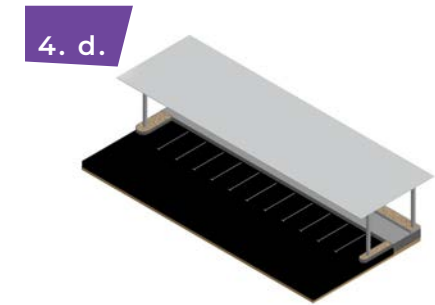
- d. Decorative materials shall be used to clearly delineate pedestrian walkways. The use of hardscaping (i.e. cement sidewalk, pavers, etc.) for walkways is required. Pedestrian walkways and paths traversing on-site vehicle drive aisles shall be distinguished with an alternative hardscape material such as, pavers, patterned, stamped or colored concrete (stamped asphalt shall be prohibited).

**4. Parking**

- a. Multi-family residential parking areas shall be divided into a series of connected smaller parking courts. Parking courts should be separated from each other by dwelling units, garages, or by a landscaped buffer not less than 15 feet wide. Parking courts should be treated as an important public space whose character is clearly and coherently delineated by landscaping, lighting, building massing, and pedestrian/vehicular circulation.
- b. Parking courts should be located interior to the site and screened from public streets by buildings, garages, or landscape buffers. Placement of parking courts to the side of buildings that are adjacent to public streets is allowed to the minimum degree necessary. Front parking courts immediately adjacent to a public street designated as collector and above should be limited to a single drive aisle with perpendicular parking on one or both sides of the aisle. Placement of covered parking canopies in these front parking areas is discouraged.







- c. Covered parking canopies shall incorporate architectural embellishment when located adjacent to high visible public areas, such as near the primary entry or adjacent to secondary streets. Covered parking canopies located adjacent to primary streets designated as collector and above is discouraged.
- d. The maximum length of a covered parking canopy shall be 12 parking stalls in a row. Landscape islands may be eliminated when a conflict with the covered parking canopy occurs.
- e. Detached garages shall be designed as an integral part of the architecture of projects. They should be similar in material, color, and detail to the buildings of the development.
- f. Where garages are utilized, garage doors should appear set into walls rather than flush with the exterior wall. Garage doors should be architecturally styled to match the architecture of the buildings on which they are located.
- g. Above ground parking structures should be wrapped with residential units.
- h. Where stand-alone parking structures cannot be avoided, decorative screens or green walls should be used to blend with surrounding buildings and reduce visibility from public streets.
- i. Guest and handicap parking shall be dispersed throughout the community, as well as located conveniently adjacent to significant community common areas and frequently utilized resident areas.
- j. Incorporate pick-up and drop-off zones that are easily accessible, well-lit and clearly marked for riders and rideshare operators.
- k. Solar panels may be utilized as accessory features on covered parking canopies, provided associated solar equipment is screened from public view. If included within a development,
- l. The incorporation of electric vehicle supply equipment (EVSE) in parking spaces can be considered in site-specific installation as follows:
  - i. Design should be appropriate to the location and use. Facilities should be able to be readily identified by electric car users but blend into the surrounding landscape/architecture for compatibility with the character and use of the site.
  - ii. In retrofit conditions, any existing landscaping or improvements that are removed for the placement of EVSE shall be replaced as determined by the Development Services Director or his/her designee.
- m. EVSE parking spaces shall be equipped with wheel stops and bollards to protect EVSE from traffic incidents.
- n. EVSE Cords shall be retractable or have a place to hang the connector and cord sufficiently above the pedestrian surface. Any cords connecting the charger to a vehicle shall be configured so that they do not cross a driveway, sidewalk, or passenger unloading area to minimize tripping hazards.

5. Open Space & Amenities

- a. Common open space shall be the central focus of the project and not merely remainder parcels with marginal utility.
- b. Open space that links recreational facilities and the larger city-wide park system, (i.e. jogging and hiking trails, bicycle paths, etc.) with the development and is uninterrupted by vehicular circulation or parking is encouraged.
- c. Buildings should be oriented to create courtyards, plazas, etc., thus increasing the aesthetic appeal to the area.



- d. Common open space areas and on-site amenities shall be distributed equitably throughout the development, conveniently located for the majority of units and shall provide both passive and active recreation areas such as:
  - i. barbeque grills
  - ii. swimming pools
  - iii. tennis courts
  - iv. exercise courses
  - v. playgrounds
  - vi. Structurally shaded seating areas with tables
  - vii. shaded seating areas
  - viii. game lawns and gaming tables
  - ix. dog parks
  - x. fitness stations/fitness trails
- e. Care should be taken to mitigate noise generation, including pet nuisances, when locating adjacent to lower density uses and on-site residential units. Active play areas such as playgrounds should be located in centralized locations, be visible from as many units as possible and include shade structures to protect users from the sun and to encourage year-round activity.
- f. The design and orientation of open space areas should be sheltered from the noise and traffic of adjacent streets or other incompatible land uses.
- g. Water features should not be provided for ornamental purposes only. When provided, water features shall be designed in a manner that provides environmental (i.e. cooling) or recreational (i.e. play) benefit to residents. Further, consider summer evaporation loss and water conservation practices when designing and siting water features.

h. Developments with over 250 units shall provide publicly facing art at key nodes or focal points.

6. Landscaping

- a. Landscaping shall be used as a unifying element within a project to achieve a cohesive appearance and to help achieve compatibility of a new project with its surroundings.
- b. For general landscape areas and plantings in the public right-of-way, use of native vegetation and low water plants shall conform to the Phoenix Active Management Area Low Water Using Plant List and City of Goodyear Zoning Ordinance Plant Matrix, unless otherwise approved. All landscaped areas shall be planted in conjunction with an efficient water system.
- c. Planting designs should consider the long-term growth and expected maturity of trees, shrubs, and ground cover landscaping on a site. Plantings should also be grouped based on similar water, nutrient, and sun needs to ensure long-term growth and maturity.
- d. Appropriate shade trees should be utilized to reduce the urban heat island effects.
- e. Landscaping should be provided at the foot of buildings to soften the appearance and provide a transition between paved areas on the ground plane and building materials on the vertical plane.
- f. Potted plants, ornamental landscaping and architectural features should enhance courtyards, plazas and other gathering areas.
- g. Flowering trees and shrubs should be used to provide color and accentuate entry ways and activity areas. Landscaping should be used to define areas such as building entrances, key activity hubs, focal points, and the street edge.



- h. All areas not covered by structures, drives, parking or hardscape shall be appropriately landscaped with a variety of materials.
- i. Landscape design should not preclude visibility or surveillance capabilities to common areas and units.
- j. Landscaping should consist of water-efficient trees and plants. Proposed landscaping should be drought tolerant. Proposed landscape treatment should consider the site's unique natural character and landscape.
- k. Existing site amenities should be preserved and incorporated within new multi-family projects whenever feasible. Views, mature trees, and other vegetation (or features) unique to the site should be preserved and incorporated into development proposals whenever possible.





7. Perimeter Walls & Fences

- a. If utilized in a development, perimeter walls shall be designed in such a manner as to create an attractive appearance to the street and to compliment the style and character of the units and the neighborhood.
- b. Perimeter walls shall be architecturally enhanced and should use materials and colors that complement the project's architecture. The proportion, scale, and form of the walls adjacent to the units should be consistent with the building's design.
- c. Perimeter walls are required to be of masonry construction and have a minimum ten foot (10') landscaped setback between the wall and building containing trees and landscaping.
- d. Buildings adjacent to common open space areas shall have wrought iron grillwork and view fences to provide visual access to open space.
- e. Perimeter walls should incorporate various textures, staggered setbacks, and variations in height in conjunction with landscaping to provide visual interest and to soften the appearance of perimeter walls.
- f. Perimeter walls should be broken up by pillars or staggered setbacks with the maximum "run" of a perimeter wall should be capped at 50 feet. Long continuous perimeter walls are prohibited.
- g. In-fill developments or developments located within existing or established planned communities shall complement the overall themes established within the planned development and shall provide a complementary transition between the existing development theme wall and the multi-family theme wall (e.g. material, color or other means) as appropriate.
- h. Perimeter walls shall not be located within the landscape setback.

- i. When located in a Transit Oriented Overlay Area, Mixed-use setting or adjacent to a Village Center, street fronting ground floor units are encouraged to have individual street facing primary entrances. Alternatively, placement of ground floor units with patios that are located adjacent to roadways, open space, pedestrian corridors, or mixed-use centers shall have gates and sidewalks/paths to provide direct access to pedestrian connections to the adjacent roadways, open space, pedestrian corridors, or mixed-use centers

8. Lighting

- a. Lighting shall be provided within outdoor spaces to provide visual interest as well as a security function.
- b. Decorative theme lighting, accent lighting or lighted bollards shall be placed along pedestrian connections and in usable open space areas to improve visibility and safety.
- c. Lighting design shall be compatible with the building architecture, with fixtures of a consistent type and size within the development.
- d. Entry features should use integrated decorative lighting to enhance walls, signage and landscaping features.

9. Service Areas & Refuse Enclosures

- a. If refuse enclosures are utilized, they shall be internalized and located away from arterial streets and placed a minimum of 20 feet away from all single-story residential buildings and 25 feet away from multi-story residential buildings unless the refuse enclosure is fully enclosed within a building.
- b. Refuse enclosures shall not be located any closer than 30 feet to any single-family detached residential lots.
- c. Landscaping shall be installed between the buildings and refuse enclosures unless the refuse enclosure is fully enclosed within a building.



- d. Refuse enclosures should be located inside parking courts, or at the end of parking bays. They should not be located adjacent to primary buildings.
- e. Service facilities such as refuse areas and laundry rooms, maintenance rooms, and storage or loading areas should be designed and located for easy access by service vehicles and tenants and should be in areas where they will not create a nuisance for adjacent uses.
- f. Refuse and recycling enclosures should be screened with landscaping and consistent with the design of the project and the building. Wall materials and details that are architecturally compatible to the building design should be incorporated so that similar or the same materials are used on the enclosure as the surrounding buildings.

B. Architecture & Building Design

1. Massing & Articulation

- a. Consider the existing grade and topography of the site in building layout, height, scale, and massing to maintain compatibility with adjoining lower intensity residential uses. Taller buildings should be stepped back or reduced in height when adjacent to lower density residential uses to maintain the privacy of rear yards, patios, and private outdoor spaces.
- b. The visual impact of large monolithic structures shall be minimized by creating a cluster of smaller buildings or the appearance of a series of smaller buildings.
- c. Perceived building mass shall be reduced by dividing the building mass into small-scale components which can be achieved by including a well-defined base, middle and top to the building using the following techniques:
  - i. Creating an identifiable base that extends two or more feet up from the finished grade and includes elements such as low planters and walls, base planting, an integrated base architectural veneer banding (wainscot), the addition of covered walkways, trellises,

colonnades, or architectural awnings that provide deep shadow and emphasize the ground floor and the use of enhanced architectural detail and treatments defined by a different material, texture or color.

- ii. A well-defined middle may be achieved through a change in material occurring between the first and second floors, a step back in massing from the ground floor façade, a variation in window size from the ground floor, and the addition of sunshades or other exterior building features designed to prevent direct sunlight into the building.
- iii. A well-defined building top may be achieved by utilizing features such as distinct and multiple architectural roof forms, clearly pronounced eaves, and distinct parapet designs and cornice treatments.
- d. Building variations with mixtures of the number of units per structure are encouraged and should be developed throughout a project.
- e. Where projects are adjacent to single family zoning districts, provide a sensitive transition by maintaining a height compatible with adjacent buildings. Mitigate negative shade/shadow and privacy impacts by stepping back upper floors and avoiding direct views into neighboring single family residential yards.
- f. The incorporation of balconies, porches, patios, verandahs, and other unique architectural features within multi-family structures are required for both practical and aesthetic value. These elements should be integrated to provide variation, break up large wall masses, offset floor setbacks, and add human scale and character to structures.
- g. Long expanses of windowless, blank walls shall be avoided. All building facades are to be treated aesthetically with changes in materials, colors, artwork, use of pilasters, building lines, ornamentation, and/or other aesthetic treatments; and should utilize durable quality materials.
- h. Vertical elements such as towers may be used to accent the predominant horizontal massing and provide visual interest.







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- i. The facades of two-story and three-story buildings should be lowered with significant single-story elements when adjacent to single-family residential areas. Two-story and three-story structures shall also contain significant single-story elements adjacent to any public roadways.
- j. Building entrances shall be integral architectural features through the use of roof elements, columns, porticos, recesses or pop-outs, and/or other architectural features. Each front door or entryway shall be clearly visible from public view.
- k. Exterior stairways shall complement the architectural massing and form of the multi-family structure and be designed so that the steps are screened from public view. Thin looking, open metal, prefabricated stairs that are visible from public view are not allowed. Exterior stairways should be designed with at least one 90 degree angle turn from floor to floor.
- l. Minimize the bulk and appearance of structures through the use of sloping rooflines consisting of varying roof heights, directions and shapes.
- m. Roofs should reflect a residential appearance through pitch and use of materials. Roof-lines should be segmented and varied within an overall horizontal context.
- n. Roof access ladders and roof drains/downspouts shall be internalized within the building(s).
- o. All support and accessory structures (i.e. garages, parking canopies, gazebos, etc.) shall conform to the dominant design theme of the primary buildings in the development.

2. Materials & Color

- a. The selection and placement of building materials should provide visual interest at the ground level. Heavier materials should be used to form the building base and as accents on upper stories and walls. Materials and colors should be used to enhance buildings and adjacent spaces by adding color, shadows, and interesting forms.
- b. Where appropriate to the architectural style, materials and textures shall vary between the base and body of a building to break up large wall planes and add visual interest to the building.
- c. Material changes shall occur at intersecting planes, preferably at inside corners of changing wall planes or where architectural elements intersect, such as a chimney, pilaster, projection, or pop-out.
- d. Building materials should be energy efficient, durable, require low maintenance, and relate a sense of quality and permanence.
- e. Projects containing fewer than 150 units are required to provide a minimum of two (2) distinctive, yet complementary color and material palettes (or "schemes") and minimum of two (2) distinctive roof styles, elevations and building heights shall be utilized across the site. Each scheme shall be evenly distributed throughout the project. For projects containing 150 units or more, a minimum of three (3) distinctive, yet complementary color and material schemes and minimum of three (3) distinctive roof styles, elevations and building heights shall be utilized across the site and equally distributed throughout the project.
- f. Materials such as brick, stone, copper, etc. should be left in their natural colors.
- g. Bright or intense colors should be reserved for more refined or delicate detailing, such as grillwork, as well as more transient features such as awnings.



- h. Exterior columns for trellises, porches or colonnades should utilize materials and colors that are compatible with the adjacent building. The building and its elements should be unified by textures, colors and materials.
- i. All developments shall provide substantial accent materials, such as stone, brick, tile or other similar materials to add texture and visual interest to all building elevations. Accent materials shall not be limited to typical wainscot height (3-4 feet) and shall include a minimum of two of the following:
  - i. Stone clad or concrete columns as patio/porch supports;
  - ii. Integrated corbels (i.e. wood or treated synthetic materials) placed under eaves at corner locations or throughout project;
  - iii. Stone wainscot at varied heights with accented caps;
  - iv. Integrated lighting sconces beyond individual porch lights;
  - v. Scored stucco areas where color changes or the addition of accent materials is not practical;
  - vi. Pop-outs and other projections of materials other than wood frame and stucco;
  - vii. Decorative wrought iron accents in the form of gates into entry and amenity areas and patio/porch accents;
  - viii. Large raised planters or decorative pots placed in key areas to break up long walkways or parking areas;
  - ix. Ground floor patios and private open space shall not be railing but rather solid materials; and,
  - x. Other creative accent materials and/or methods presented and approved during the Site Plan and Design Review Process.

3. Entries

- a. Location of primary entrances (shared or individual) should face the street to the greatest extent possible. Low volume streets are better suited for individual unit entries; high volume streets are better suited for shared entries.
- b. All units must provide a clearly visible paved walkway from the primary entrance to a public sidewalk along the abutting primary street, tract, or common open space.
- c. All doors that open to the outside shall be well lit and visible from the street, parking area or neighboring units.







### 3.4. Specific Multi-Family Use Type Guidelines

The following design guidelines are provided to specifically address unique development types that may share similar attributes or densities of multi-family residential development, but utilize alternative housing types.

#### A. Horizontal Multi-Family

In addition to complying with the design guidelines for multi-family residential developments set forth above, any residential development that is professionally managed and comprised of multiple detached or attached single-family dwellings that are designed for and used by one housekeeping unit, where all dwellings are collectively located on a single lot and are presented for rent only, shall comply with the following additional and/or supplementary design guidelines:

1. At least three (3) different elevation styles shall be provided for each floor plan.
2. Elevations shall be structurally different with varied roof types facing street frontages.
3. A minimum of three (3) alternative color schemes for each elevation shall be provided and shall contain related hues to present a unified design. Homes with adjacent facing walls shall not utilize the same color scheme. Homes located diagonally from one another may share common color schemes.
4. Perimeter units shall be varied in orientation toward street frontages to create architectural diversity and visual interest. When possible units should front low volume or transit oriented streets.
5. Roofline variation shall be employed to avoid monotonous roofline at the same or similar elevation. A variety of roof forms and ridgelines shall be provided. Elevations shall be structurally different, with emphasis of varied roof types along street frontages. A minimum of 3 different roof colors shall be provided.
6. Deep-set or pop-out windows and doors along with other architectural projections and recesses shall be used to provide individuality of units.
7. The entry shall be the focal point of the home through the use of roof elements, columns, porticos, recesses, or pop-outs, and/or other architectural features.
8. The height, mass, and appearance of adjacent residential units within the development shall be varied with significant variation to provide visual interest along street frontages.
9. Materials, color, and/or other architectural treatments shall be used to unify the design and establish identifiable character.
10. Development is intended to be built with a complementary blend of residential units at a scale compatible with adjacent lower density residential uses, for instance, if adjacent residential developments are developed with heights of 20 feet, the residential units within the development shall be of a similar scale, i.e. at or below 20 feet.
11. To ensure that natural light is accessible to each building, at least one side of each building within the development shall be adjacent to a community open space type amenity such as landscaped walking paths, community parking lots, court yards, landscaped retention areas, playgrounds and other open space area.
12. Perimeter units shall maintain a minimum building separation of 15 feet. Non-perimeter units shall maintain a minimum building separation of 10 feet. All buildings shall maintain a minimum distance of 10 feet from any fencing, wall, barrier, or common open space along the perimeter of the property.
13. A consistent level of architectural detailing shall be provided on all building facades to present a cohesive and unified design.
14. To modulate building scale and to create interesting and varied building facades, all building facades shall include horizontal and vertical articulation in the design of residential units, using such devices as building recesses, projections, and building elements like wall plane changes, fenestration placement, building form recesses and projections, overhangs, and other architectural elements.

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Building materials, including natural stone, brick, adobe, and textured concrete should be used to balance stucco facades.
16.

The number of parking spaces required for each residential unit shall be the minimum number of spaces required by the Zoning Ordinance for a detached single-family unit. Parking spaces may be provided by community parking lots, paved driveways, covered carports and/or enclosed garages. The required parking spaces for each residential unit shall be located no farther than 115 feet from the private entrance of the residential unit it serves as measured by a straight line from the curb or backstop, or as otherwise approved by the Development Services Director upon a determination that the proposed deviation meets the intent of this section.
17.

Pedestrian connectivity within the development shall be provided through the use of walkways, paths, and/or sidewalks all of which shall include amenities to provide shade and visual enhancements. For any development located adjacent to developments open to the public such as retail, schools, and public parks, pedestrian connectivity to such developments meeting the requirements described above shall be provided.
18.

For horizontal multi-family development that includes product types that are further addressed in previous sections of these guidelines, the Development Services Director or his/her designee may require additional or supplementary compliance with the guidelines of that section.



SECTION 3.4.A



**Conceptual horizontal multi-family site plan.** This layout is provided as an example only. Callouts depict acceptable design conditions, but should not be considered a specific design requirement unless explicitly enumerated within the listed guidelines.

Garages are placed to avoid blocking light from residences.

Primary entry drive utilizes parallel parking to create a more pedestrian oriented streetscape.

Continuous pedestrian paths to all units and amenities.

Long continuous corridors have pockets of open areas to provide light and a sense of openness.

Units configured to increase open space and provide an open space adjacent to surrounding units.

Perimeter units that face a secondary street are oriented towards the street to avoid a walled streetscape.

10 ft by 10 ft tree plazas incorporated.

Distance from residence to garbage enclosure is 30 ft.

15 ft landscaped walking paths between residences.

SECTION 3.4.A





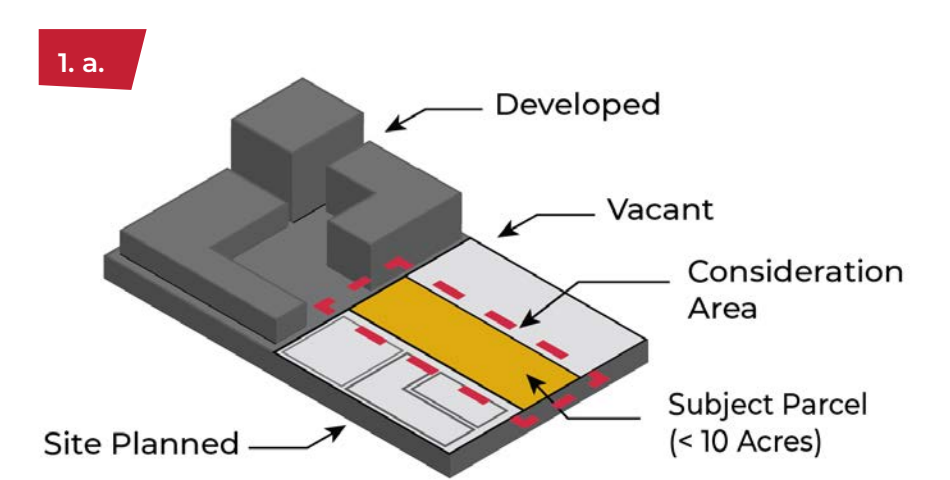
## CHAPTER 4 COMMERCIAL

The City of Goodyear aims to foster well-designed, attractive, and high-quality commercial and mixed-use developments that align with the envisioned character of the community. This can be achieved through encouraging a sense of continuity within individual centers and enhancing connections to adjoining neighborhoods, developments, and centers all while allowing the identity of individual businesses to be expressed in concert with the envisioned community character.

The Commercial Design Guidelines will serve as a valuable resource for developers, architects, and other design professionals by providing insight into the City's vision for well-designed, attractive, and high-quality commercial development. While these guidelines establish key architecture and site design elements that are important to the City, they are also intended to give design professionals the flexibility needed to encourage and bring forward creative and innovative solutions for typical, difficult, or even unusual design situations with a focus of achieving balanced access for pedestrians, bicyclists, drivers, and transit users.

The design guidelines and concepts in this chapter are applicable to commercial and mixed-use projects in Goodyear, including retail, service, and office uses, as well as multifamily residential in a mixed-use context in both conventional structures and freestanding arrangements.





4.1. General Guidelines for Commercial

A. Site Design

1. Site Layout

- a. Any development that is less than 10 acres in size shall give consideration to additional building locations, access, circulation, parking, buffering and public spaces for surrounding undeveloped land as specified/determined by the Development Services Director or his/her designee
- b. All buildings on the same site should demonstrate a strong spatial and functional relationship to each other, while also demonstrating a variety of size and mass.
- c. In areas where the commercial development adjoins smaller-scaled, lower density residential neighborhoods, the apparent or perceived scale of the development should respect the neighborhood. This can be achieved in a number of ways. For example:
  - i. Keeping buildings as small as possible, particularly in height;
  - ii. Reducing scale through building articulation and ornamentation;
  - iii. Avoiding large flat walls and large scale design elements;
  - iv. Distributing the project floor area among a complex of smaller buildings; and
  - v. Including moderately scaled multifamily residential within the center, in a horizontal, mixed-use arrangement, to serve as a transition to abutting residential neighborhoods.
- d. Site layout and building placement shall ensure pedestrian connectivity and encourage activity and/ or informal interactions within public spaces.
- e. The site design shall incorporate natural features into the development template such as topography, prominent view corridors, washes and significant vegetation to enhance the character of the development.
- f. Buildings should be oriented towards public spaces and should not back onto existing or planned amenities such as parks and open space unless pedestrian connections, patios or views into the open space are planned.
- g. Projects located at street corners shall be designed with special attention to engaging all street frontages. Rearing buildings onto streets with service doors facing the road shall be discouraged.
- h. Appropriate street and sidewalk widths, block lengths, relationships of buildings to streets, and use of public spaces should be emphasized.
- i. Site design shall incorporate elements that enhance the pedestrian environment, such as features that reflect human scale. Opportunities to enhance the pedestrian experience include the use of covered walkways for shelter and shade, application of authentic and quality materials, as well as pedestrian level lighting elements.



2. Arrival

- a. Entry drives should be located away from street intersections. Reciprocal access agreements are encouraged to minimize curb cuts and enhance the pedestrian environment.
- b. A clearly visible and well-designed project entry should be created using low walls, paving, accent landscaping, and signage to visually link the project site entry to the building(s).
- c. The entry into the development shall be distinguished with hardscape materials such as pavers, or patterned, stamped or colored concrete.
- d. The use of stamped concrete, stone, brick or granite pavers, exposed aggregate, or colored concrete (stamped asphalt shall be prohibited) shall be utilized to serve as a traffic calming function to promote pedestrian safety and to minimize the negative impact of large expanses of black asphalt pavement on parking lots.
- e. Sidewalk connections shall be located on both sides of the arrival driveway and secondary driveways which access a public roadway or primary pedestrian corridor.

3. Access and Circulation

- a. Access drives on side streets are encouraged to maintain efficient traffic flow on major roadways.
- b. Driveway access points and internal vehicular circulation should be located as far away as possible from residential properties, schools, parks and other sensitive land uses.
- c. Entrances into parking lots shall be clearly defined by landscaping and architectural design features that relate to the primary development.
- d. Parking areas should be designed so that pedestrians walk parallel to moving cars in parking aisles minimizing the need to cross parking aisles and landscape islands providing a clear and safe passage to building entries.
- e. Primary on site pedestrian walkways shall be a minimum of six (6) feet in width between the primary pedestrian entrances of all buildings on the site and at a minimum connect to the following:
  - i. An offsite public sidewalk.
  - ii. Any abutting public transit facility.
  - iii. Any abutting existing and planned off-site trails, paths or bikeways.
  - iv. Any abutting commercial development.
- f. Dedicated pedestrian paths through parking areas shall be paved with a hard, durable material (pavers, patterned, stamped, or colored concrete) that differs from the drive aisle in accordance with ADA requirements. Major pedestrian paths should include ramps and should be designed in a manner which avoids sharp 90 -degree realignments.
- g. When adjacent to residential areas, pedestrian access into the development should be provided where appropriate and connect to the site's pedestrian walkway. Convenience access from adjacent development should be prioritized.







✓ Preferred ✗ Discouraged

4. Parking Areas

- a. Parking lots should be designed with a clear delineation of circulation. Major access drives shall be used for circulation, and lower order drive aisles shall be used for direct access to parking spaces.
- b. Reciprocal access shall be required for commercial properties within the same development and should be provided between adjacent properties to allow vehicles to circulate without entering the roadway.
- c. Large surface parking areas, with 100 spaces or greater shall be divided into a series of smaller (50-70 parking spaces, connected parking lots with defined landscaped medians, pedestrian walkways, and intervening pad buildings to reduce the visual impact associated with large expanses of pavement and vehicles.
- d. Parking should be provided within convenient walking distances of all tenants. Walking paths to building from street should comply with ADA specifications.
- e. Place parking between building and residences to provide greater separation between homes and commercial land uses where appropriate.
- f. Planters within parking lot areas should be sized as specified in the City of Goodyear Zoning Ordinance including the curb areas, to support the long-term growth and stability of trees and landscaping proposed.
- g. Parking lots shall include landscaping that accents the importance of driveways from the street, frames the major circulation aisles, and highlights pedestrian pathways.
- h. Covered parking canopies shall incorporate a design utilizing color and/or materials similar to the principal structure or center on the site.
- i. Solar panels may be utilized as accessory features on covered parking canopies, provided associated solar equipment is screened from public view. If included within a development, Parking structures should also be designed to accommodate solar panels and equipment in a manner that is incorporated into the overall design. Minimal applications of solar panels that are simply mounted on a surface with no enhanced design incorporation or screening is discouraged.
- j. Carpool spaces, electric vehicle charging stations, bike share locations, and ridesharing passenger pick-up and drop-off areas are encouraged.
- k. Bicycle parking shall be provided within parking areas or adjacent to the entrances to buildings with consideration for shade. Bicycle racks shall be included within the dedicated bicycle parking area. Durable and visually subdued bicycle racks such as "loop racks" and "ribbon bars" are encouraged and should be sized according to parking requirements.
- l. The incorporation of electric vehicle supply equipment (EVSE) in parking spaces can be considered in site-specific installation as follows:
  - i. Design should be appropriate to the location and use. Facilities should be able to be readily identified by electric car users but blend into the surrounding landscape/architecture for compatibility with the character and use of the site.
  - Placement of EVSE along public roadways is prohibited.
  - In retrofit conditions, any existing landscaping or improvements that are removed or impacted for the placement of EVSE shall be replaced as determined by the Development Services Director or his/her designee.



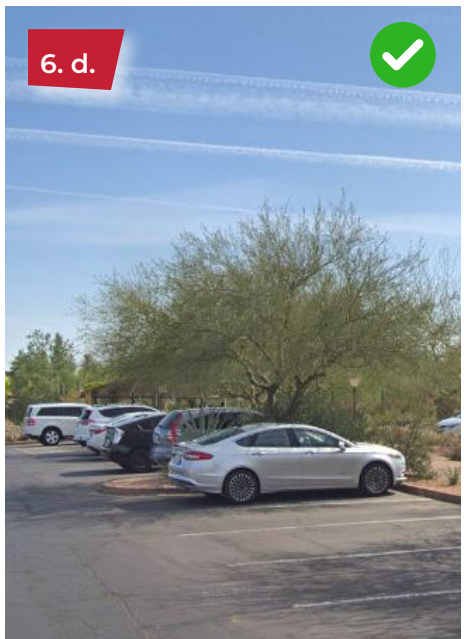
- ii. EVSE parking spaces shall be equipped with wheel stops and bollards to protect EVSE from traffic incidents and shall maintain ADA accessibility.
- iii. EVSE Cords shall be retractable or have a place to hang the connector and cord sufficiently above the pedestrian surface. Any cords connecting the charger to a vehicle shall be configured so that they do not cross a driveway, sidewalk, or passenger unloading area to minimize tripping hazards.

5. Public Space / Pedestrian Amenities

- a. Walkways should be clearly delineated with architectural embellishments (i.e. stamped , broomed, or colored concrete, raised medians, unique handrails, etc) and provide shaded pedestrian refuge areas, which may consist of trees, benches, tables, shade structures or other appropriate elements, where appropriate. Such areas shall be functional and integrated into the site.
- b. The area between buildings should be consciously designed and not an incidental remnant space without a definable function.
- c. Individual site amenities within a commercial project shall have common design features to provide a cohesive environment and a more identifiable character.
- d. Customer entrances shall be designed to provide shade protection with features such as awnings, canopies, arcades, and colonnades.

6. Landscaping

- a. Landscaping shall be used to:
  - i. Enhance aesthetic appearance;
  - ii. Define areas such as building entrances, key activity hubs, focal points, and the street edge;
  - iii. Provide shade for pedestrians and parking areas;
  - iv. Provide screening for unattractive/ unsightly service areas and ground mounted equipment;
  - v. Provide screening for commercial buildings from adjacent residential developments.
  - vi. Serve as buffers between neighboring uses; and
  - vii. Enhance screening around drive through/ drive-up lanes.
- b. Proposed landscaping should continue patterns of established landscape design in the surrounding area.
- c. Site design shall minimize the removal of existing mature trees, cacti, and other existing mature vegetation, where feasible, and shall provide for their protection during construction or shall be replaced with a like-size tree.
- d. Trees shall be incorporated into parking lots to soften the impact of large expanses of paving, reduce heat glare, provide shade, and to reduce heat build-up.
- e. Landscaping shall be protected from vehicular and pedestrian encroachment by raised planting surfaces, sidewalks, or the use of 6-inch curbs. Concrete mow-strips separating turf and shrub areas are also encouraged.
- f. Landscaping should be used in combination with walls to soften the otherwise blank surfaces. Vines planted on walls are encouraged to hide flat wall surfaces and to help reduce opportunities for graffiti.



✓ Preferred ✗ Discouraged





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- g. For general landscape areas, only plant material included in the City of Goodyear approved Plant Matrix shall be installed. For plantings in the public right-of-way, use of native vegetation and low water plants shall conform to the Phoenix Active Management Area Low Water Using Plant List, unless otherwise approved. All landscaped areas shall be planted in conjunction with an efficient water system
- h. Landscaped areas shall provide sufficient clearance to fire protection features (i.e. connections, hydrants, and backflow preventers). In areas where hydrants are located the canopy height of trees should be a minimum of 6-feet. In addition, plantings around fire apparatus shall be a minimum of 7-feet away to allow for plant growth.
- i. Permanent and automatic landscape irrigation systems shall be provided for all landscape material, including revegetation on permanent slopes to maintain good and healthy conditions. In natural areas such as in washes or on mountains a temporary system shall be installed and only removed once the landscape is established. The use of water harvesting systems is encouraged.
- j. Proper maintenance of trees and landscaping is required. Pruning should be conducted to maintain the health of the tree or address safety issues. Over-pruning of tree canopies is prohibited. This includes indiscriminate pruning of large swaths of a tree to clear a viewpoint or pruning to reduce the height or overall size of the tree's canopy.
- k. Tree grates should occur along street edges and plazas where a continuous walking surface is needed. Grate sizes should be a minimum of four feet in diameter. Knockouts must be provided to enlarge the inside diameter for supporting a larger tree trunk as the tree grows.
- l. Tree guards should extend vertically from tree grates and serve to protect trees in highly active areas. Tree guards should be narrow and painted in a similar color and relate to other site furnishings.
- m. Groupings of trees and architectural shading elements such as trellises, canopies, and awnings should be provided. These serve to reduce heat retention of paved surfaces, increase ground permeability of unpaved areas and offer sun protection for pedestrians. Additionally, the following applications should be considered:
  - i. Provide continuous shade by means of arcades, canopies, and awnings adjacent to buildings and in high pedestrian traffic areas.
  - ii. Use deciduous trees along south and west facing building facades and in pedestrian areas to provide shade during summer months. Further, consider providing filtered shade by means of deciduous trees, lattice, or pergola coverings which reduce temperatures in summer, yet allow sun in winter.

7. Walls

- a. Walls and other site elements shall be consistent with the established thematic character of the development through the use of common colors, materials and architectural style.
- b. Walls adjacent to retention areas, trails, parks or other usable open space areas shall incorporate regular undulation or variation in materials. Where appropriate, view fencing is encouraged.
- c. All non-transparent perimeter walls and/or fences shall incorporate landscaping adjacent to the walls.
- d. If retention walls are necessary as part of a retention basin edge (in lieu of a sloped embankment), they shall be terraced and landscaped to reduce their visual scale. The maximum height of the retaining walls in the retention basin shall be 4 feet. The minimum landscape area between terraces should be 3 feet, subject to Engineering Design Standards.
- e. Where security fencing is required, it shall be a combination of solid columns or short wall segments and tubular steel or wrought iron grillwork. Barbed wire and razor wire are prohibited. Chain-link and similar metal wire fencing with slats is also prohibited.



8. Lighting

- a. Lighting design shall be compatible with the building architecture and utilize fixtures of a consistent type and size within the development (see Article 10 of the Zoning Ordinance for additional information).
- b. The style of lighting poles in a parking lot should relate to the overall architectural design of the commercial center (for additional lighting regulations see Article 10 of the Zoning Ordinance).
- c. Lighting shall be provided within public spaces to provide visual interest as well as to serve a security function.
- d. Light fixtures shall be sited, directed, and/or shielded to prevent spot lighting, glare, or light spillage beyond property lines.
- e. Pedestrian scale lighting is encouraged. The style and color of lighting should relate to the overall architectural design of the primary commercial structure.
- f. Decorative theme lighting, accent lighting or lighted bollards shall be placed along access routes and pedestrian pathways to define areas of visual interest, improve visibility, and enhance safety.
- g. All security lighting shall be designed as part of an overall lighting plan rather than a single stand-alone element. Lighting shall be designed to satisfy both functional and decorative needs. Storefront lighting shall complement the architectural style of the building while providing illumination of building facades and entrances.

9. Loading Areas and Refuse Enclosures

- a. Loading facilities shall not be located at the front of buildings where it is difficult to adequately screen them from public view. Placement of such facilities is generally more appropriate at the rear of the site.
- b. Loading areas, access and circulation driveways, refuse enclosures and storage areas, and rooftop equipment should be located as far as possible from adjacent residences and properly screened from public view.
- c. Loading areas shall be screened from public view with decorative walls, trellis/ green screens, berming with heavy landscaping, dense trees or a combination of such treatments.
- d. Loading areas and refuse enclosures shall be oriented away from arterial streets and adjacent residential areas as specified in the City of Goodyear Zoning Ordinance.
- e. All refuse enclosures should be located outside the minimum setback requirements when they are located adjacent to residential units, open spaces, schools and any other sensitive uses.
- f. Refuse enclosures shall be constructed with masonry walls and metal doors and shall be architecturally compatible with the project.
- g. Refuse enclosures and other accessory features shall not create blind spots or hiding areas.
- h. Landscaping should be used around refuse enclosures to screen and deter graffiti.



✓ Preferred    ✓ Acceptable    ✗ Discouraged



10. Utilities and Mechanical Equipment

- a. Electronic surveillance equipment or alarm hardware shall be painted to blend in with the adjacent building and any wiring should be concealed or shielded from public view.
- b. Noise generating equipment shall be located away from residential dwelling units, public spaces and pedestrian areas.
- c. Backflow preventers for landscape irrigation and domestic water shall not be located at visually prominent locations and shall be well screened with shrubs, berming or low-screen walls.
- d. Roof access ladders and roof drains/downspouts shall be internalized within the building.
- e. Mechanical equipment, ground and roof mounted, shall be screened from public view or placed in underground vaults. All screening materials shall be compatible with the colors, materials, and design of the building.
- f. Wall mounted utility boxes, pipes and equipment shall be recessed in architectural features and painted to match the building.
- g. If located in a prominent pedestrian area or view corridor, Wall mounted utility boxes, pipes and equipment shall be recessed in architectural features and painted to match the building.
- h. The associated equipment of solar panels shall be screened from public view.
- i. For projects abutting single-family residential homes, mechanical equipment shall be screened from all adjacent second story windows.

11. Public Art

- a. Public art compatible in scale, material, and form with its surroundings is encouraged. When public art is provided consideration shall be given to the architectural, historical, geographical, and social/cultural context of the site.



- b. Murals and other forms of visual art may be appropriately integrated into the site provided that it does not function as additional signage by advertising a business, product, or service on site.
- c. Murals should not compete with or overwhelm existing architectural features such as windows with trim, moldings, entryways, or similar detailing. Murals shall be painted in designated areas of the building which fills a select plane or portion of the building. Application of murals over multiple planes of a building is prohibited.



B. Architecture & Building Design

The following architectural standards for commercial development serve two purposes: first, to create an overall sense of connection with Goodyear, while also expressing the unique identity of each center and individual building; second, these standards aim to deliver structures that are human-scaled, visually captivating, and inviting for pedestrian engagement.

1. Design Theme

- a. A commercial complex shall establish and maintain a consistent architectural style with individual buildings designed with complementary forms and materials.
- b. All buildings in a commercial complex shall be coordinated with regard to color, texture, materials, finishes, and form.
- c. All four sides of a building shall receive consistent architectural treatment. However, the highest level of articulation and detail shall occur on the front façade and facades generally visible from the street and other public spaces. Blank windowless walls should be avoided when facing a public street.
- d. Site features including landscaping, outdoor furniture, and site fixtures shall conform to the architectural theme of the commercial center.



2. Massing and Articulation

- a. Building mass should be broken by dividing the building into smaller components and creating functional public space and pedestrian oriented areas between buildings.

b. Building mass/height should relate to adjacent sites to allow maximum sun and ventilation, protection from prevailing winds, and to enhance public views and minimize obstruction of view from adjoining structures.

c. Building scale and architectural massing of new projects should incorporate elements for a reasonable transition to adjacent existing, or future developments.

d. The incorporation of balconies or tower elements onto or within the building form is encouraged for both practical and aesthetic value. Balconies should be integrated to break up large wall masses, offset floor setbacks, and add human scale to buildings.

e. Perceived building mass shall be reduced by dividing the building mass into small-scale components which can be achieved by including a well-defined base, middle and top to the building using the following techniques:

i. Creating an identifiable base that extends two or more feet up from the finished grade and includes elements such as low planters and walls, base planting, an integrated base architectural veneer banding (wainscot), the addition of covered walkways, trellises, colonnades, or architectural awnings that provide deep shadow and emphasize the ground floor and the use of enhanced architectural detail and treatments defined by a different material, texture or color.

ii. A well-defined middle may be achieved

through a change in material occurring between the first and second floors, a step back in massing from the ground floor façade, a variation in window size from the ground floor, and the addition of sunshades or other exterior building features designed to prevent direct sunlight into the building.

iii. A well-defined building top may be achieved by utilizing features such as distinct and multiple architectural roof forms, clearly pronounced eaves, and distinct parapet designs and cornice treatments.

f. Additional techniques that can be used to further reduce massing through the increase of building articulation are as follows:

i. The use of colonnades along street fronting facades should be considered to add pedestrian scale and interest.

ii. Architectural treatments, such as columns, pilasters, or other projecting elements which are at least one inch wide and eight inches deep and repeat at least every 50 feet

iii. The incorporation of curtain walls, projections or recesses at least one foot in depth at regular intervals of at least 50 feet.

iv. Provide at least one building corner or projection.

v. Surface detailing, such as different colors, score lines, heavy stucco, or the different types of block shall not serve as a substitute for distinctive massing.

vi. Alternative designs may be proposed and will be reviewed for consistency with the intent of this section by the Development Service Director or his/her designee upon request.
- A photograph of a Kohl's store building. The building features a mix of stone and brick textures. Annotations are placed on the image: '1' points to the base of the building, '2' points to the middle section, and '3' points to the roofline. A red label '2. e.' is in the top left corner.
- vii. Portions of commercial buildings adjacent to and visible from residential properties should always be stylistically consistent with building elevations facing public view.

viii. Multiple buildings in a single project should employ variety in size and mass to provide visual interest.

ix. Building mass and scale should be compatible with adjacent lots and buildings. Taller buildings or taller portions of a building should be located internally to a site with building heights stepping down as they reach the edges of site where smaller scaled development exists.
- A photograph of a modern building with a large glass facade and a balcony. Annotations are placed on the image: '1' points to the base, '2' points to the middle, and '3' points to the roofline. A red label '2. f.' is in the top left corner.
- A photograph of a building with a sign that says '731 CASH & CARRY'. Annotations are placed on the image: '1' points to the base, '2' points to the middle, and '3' points to the roofline. A red label '2. f.' is in the top left corner.
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3. Fenestration

- a. Windows and doors should include visually prominent framing and accent elements. Materials, shape, and proportions shall complement the architectural style of the building.
- b. Windows shall employ design details appropriate to the architecture, such as mullions, arched windows, shutters/faux shutters, window surrounds, awnings and canopies to break the scale of the facade into smaller components.
- c. Whenever a building is proposed, the facade should be broken down into a series of appropriately proportioned "structural bays" or components typically segmented by a series of columns, masonry piers, or other architectural treatments.
- d. Architectural elements, such as overhangs, trellises, projections, awnings, insets, material, texture, and color, shall be used to create shadow patterns that contribute to the building's character.
- e. Faux windows shall not be overly illuminated in an unnatural manner.
- f. Faux garage doors or loading doors are prohibited.

4. Roof Planes

- a. A variety of roof types are permitted. Distinct and interesting rooflines instead of flat roofed structures are encouraged. A substantial cornice should be used at the top of a parapet wall or roof edge, providing a distinctive cap to the building facade.
- b. Radical roof pitches that create overly prominent or out-of-character buildings such as A-frames, geodesic domes, or chalet-style buildings are prohibited. Where a sloped roof is to be incorporated, use a hip, gable or shed form.
- c. The visible portion of sloped roofs should be sheathed with a roofing material complementary to the architectural style of the building and other surrounding buildings.
- d. Roof overhangs which create usable shade on sidewalk areas are encouraged.
- e. Rooflines shall be varied in height and form. Parapet rooflines shall be varied by stepping up and down or incorporating pitched roof elements. Rooflines shall be broken at intervals no greater than 50 feet long by changes in height or step-backs.
- f. Flat roofs, mansards and veneer parapets are discouraged. Full roof treatments are recommended over decorative parapets hiding flat roofs.
- g. Parapet walls shall be designed and constructed in a manner to appear as a solid, three-dimensional form (360 degree treatment) rather than a veneer placed on the primary facade alone. Parapets should include one or more of the following detail treatments:
  - i. Pre-cast elements;
  - ii. Continuous banding or projecting cornices;
  - iii. Dentils;
  - iv. Caps;
  - v. Variety in pitch (sculpted);
  - vi. Clean edges without unfinished flashing.
- h. Deep overhangs should be integrated to create shadow and add depth to facades.



5. Colors and Materials

- a. High-quality, authentic building materials - such as stone, brick, wood, metal and stucco - should be utilized to enhance the building's architectural character and assure a long-lasting building life. Use of materials to artificially simulate another material, such as stucco used to mimic wood shall be considered by the Development Service Director or his/her designee.
- b. The selection and placement of building materials should provide visual interest at the pedestrian level. Materials and colors should be used to enhance buildings and adjacent pedestrian spaces by adding color, shadows, and interesting forms.
- c. Material changes shall occur at intersecting planes, preferably at the inside corners of changing wall planes or where architectural elements intersect, such as pilaster, projection or fence line.
- d. A variety of materials and colors shall be used to enhance different parts of the building's façade including, but not limited to, brick, stone, and masonry in appropriate quantities with the proposed elevations.
- e. Side and rear facades visible to the public shall include materials of equal quality to the front façade.
- f. The use of metal siding exclusively on any building is prohibited, unless used as a decorative element to accent a particular architectural style.
- g. When stucco is utilized a light to smooth finish is required and shall be blended with other finish materials, such as stone, brick, wood, and/or iron.
- h. Exterior building colors should be compatible with the surrounding development and/or residential neighborhood setting and should be in keeping with the geographic and climatic conditions specific to Goodyear.
- i. Bright primary colors shall be limited to trim and accent features only.

- j. Franchise/Corporate businesses should incorporate the architecture and color theme of the overall commercial project to form a consistent theme throughout. Franchise/corporate colors and themes, on individual buildings, are prohibited when they do not integrate with the palettes and themes of the overall center; centers shall carry a cohesive and planned theme.

6. Storefront Design Guidelines

- a. Overall commercial projects should have details that are repeated across the primary facade of the building(s) so as to integrate the multiple storefronts into the character of the entire facade of the building and commercial project.
- b. The main entry into a store shall be emphasized at the street to announce a point of arrival in one or more of the following ways:
  - i. Flanked columns, decorative fixtures or other details;
  - ii. Recessed within a larger arched or cased decorative opening;
  - iii. Covered by means of a portico (formal porch) projecting from or set into the building face;
  - iv. Punctuated by means of a change in roofline, a tower, or a break in the surface of the subject wall; and,
  - v. Other means which meet the intent.
- c. Buildings situated at the corner of a public street should provide a prominent corner entrance to retail shops.
- d. Commercial storefront entries should be recessed and/or sheltered by a covered arcade structure, colonnade, canopy, or awning.
- e. Doors should be designed and constructed to be an integral part of the architecture of the building.
- f. Doors to retail shops should contain a high percentage of glass in order to view the retail contents. A minimum of a 50% glass area should be provided.



- g. Storefront windows should be as large as possible in order to maximize the visibility to the storefront displays and retail interior.
- h. Any window signage shall be so placed as to provide a clear and unobstructed view of the interior of the business establishment from the sidewalk. Mirrored treatments or film applied to windows is prohibited.
- i. Use of clear glass (at least 88% light transmission) on the first floor is required.
- j. Interior storage areas, utility areas and other areas enclosed with building materials from a tenant improvement shall be screened from exterior view.
- k. Security bars (defined as those clearly visible and fixed to windows or the facade) and roll-up metal security doors shall be concealed from public view.







✔ Preferred ✖ Discouraged



3. a.

2. c.

4. b.

3. a.

3. a.

## 4.2. Specific Commercial Use Type Guidelines

### A. Neighborhood Market and Local Commercial Development

Neighborhood Market and Local Commercial typically includes grocery store/drug store anchor(s) with a series of smaller shops tailored to serve the local community without disrupting the residential character of the neighborhood. They may also have one or more freestanding building sites. Because they are usually located in or next to residential areas, the major design consideration related to neighborhood centers is the interface between the center's service activities and adjacent residences. This section applies to centers which envision having a planned gross square footage of less than 150,000 square feet.

#### 1. Site Layout

- a. Building and parking placement should incorporate or compliment the natural topography and vegetation, as well as the surrounding built environment.

#### 2. Access and Circulation

- a. Site layout shall ensure that automobiles and delivery vehicles will not back out into existing major roads.
- b. There shall be a delineated clear route for delivery vehicles, with appropriate geometric design to allow turning and backing for semi-trailer truck (with a wheelbase of 40 feet) vehicles.
- c. Large parking lots (over 40 spaces) shall add pedestrian way(s) that safely separate pedestrians from vehicular traffic.

#### 3. Walls

- a. Use different materials, textures, colors, patterns, lighting, canopies, landscape treatments, and public art to create visual interest on blank and unbroken walls.

#### 4. Lighting

- a. No lighting should be directed into travel ways or adjacent properties under different ownership.
- b. The light source of the building facade illumination should be concealed.



B. Area Retail Hub

Area Retail Hub refers to developments and activities that provide commerce, business, and services to the broader community that includes several neighborhoods or even the entire municipality or multiple other jurisdictions. Characteristics of area retail hub include several large stores either connected or in separate pads sharing a common parking area with ample capacity to serve an overall community effectively and efficiently. Because these developments are often located on major arterials and separated from residential uses, the design criteria for area retail hub developments focuses on appropriate safety, access, scale, and aesthetics as well as complementing the overall character of the City.

1. Site Layout

- a. Angled or sculpted building corners and/or an open plaza are encouraged at a corner.

2. Arrival

- a. Project branding, special embellishments, special paving treatments, mature, full-sized landscaping, and other appropriate design features should be used to unify a project.
- b. To foster a strong “sense of entry”, the primary vehicular entrance should be aligned with a prominent architecture, landscape or some other strong focal point of interest.

3. Access and Circulation

- a. All Area Retail Hub developments shall provide at least one contiguous pedestrian walkway from the right-of-way to an anchor building or a common walkway that provides access to the primary entrances of each tenant space. This walkway shall be separated from all vehicular movements except where drive aisle crossings are necessary.
- b. An on-site pedestrian circulation system shall link the various pads, buildings and public spaces throughout the site.

- c. All walkways that traverse vehicle drive aisles shall be distinguished with various hardscape materials such as specialty pavers or stamped colored concrete. Decorative materials should be used to clearly delineate pedestrian travel areas from drive aisles. Specialty paving materials for walkways shall be developed in accordance with ADA requirements.
- d. Decorative paving materials and/or use of colored sidewalk and pavement areas shall be utilized at pedestrian and automobile contact zones to provide definition to pedestrian space.
- e. Ridesharing, wayfinding and loading areas should be incorporated into the project design.
- f. Site layout shall ensure that automobiles and delivery vehicles will not back out into existing major roads.
- g. There should be a delineated clear route for delivery vehicles, with appropriate geometric design to allow turning and backing for semi-trailer truck (with a wheelbase of 40 feet) vehicles.







4. Parking Areas

- a. Parking lots shall be screened from public streets and should be located behind buildings where possible.
- b. Parking lots shall be separated from the sides of buildings by a raised walkway or landscape strip that contains a minimum 6-feet width of landscaping.
- c. Parking lots for Area Retail Hub should not occur entirely in front of the building. A minimum of 15% of the overall parking should be placed to the side or rear of the building or inline shops. Additional requirements may be found in the Zoning Ordinance.
- d. Provide continuous landscape planting strips between every third row of parking. Provide trees in the planting strips for shade. This landscape strip should be a minimum of 6-feet in width, not including a 6-inch wide curb and a 12-inch wide concrete strip on both sides (the planting strips should be wider if they contain a pedestrian pathway) and contain shade elements such as structures or mature trees.
- iv. Elements which resemble an adjacent building, store front or faux storefront; and/or,
- v. An alternative design that meets the intent of the screening requirements.
- c. Substantial massing should occur at the corners of parking structures to anchor the building and keep the structure proportions more in-line with a regular commercial building.
- d. Horizontal openings of parking structures should be broken up with vertical columns, creating a sense of rhythm reflecting the contextual proportions of the center or area.
- e. Solar panels may be utilized as accessory features on parking structures. Parking structures should be designed to accommodate the solar equipment and to be adequately screened from public view.

6. Public Space/Pedestrian Amenities

- a. Individual site amenities within a commercial project shall have common design features to provide a cohesive environment and a more identifiable character.
- b. Outdoor seating with appropriate levels of shade shall be provided.
- c. Bollard design, intended to separate pedestrians from vehicular traffic areas and to light sidewalk surfaces, should be coordinated with other streetscape furnishings.
- d. Bus stop structures should be as transparent as possible to increase unobstructed visibility from the ground level up in all directions.
- e. Visual features, such as enhanced landscaping or specialized lighting, should be incorporated into commercial developments to attract pedestrians.

5. Parking Structures

- a. The architectural style of adjacent buildings shall be incorporated into the design of parking structures or covered parking areas. Parking canopies shall incorporate a design similar to the principal structures on the site.
- b. The ground level of all parking structures shall be screened from view by one or more of the following:
  - i. Walls containing architectural details and embellishments;
  - ii. Trees and shrubs;
  - iii. Grillwork and/or green screens incorporating decorative metal artwork or panels;



- f.

Public art should be deployed in concert with other features, such as a plaza or architectural features that acknowledge and respond to the presence of the art and make the art an integral part of site development rather than a stand-alone object.
- g.

Walkways shall be anchored by special design features such as towers, arcades, porticos, pedestrian light features, bollards, planter walls, and other architectural elements that define circulation ways and outdoor spaces.
- h.

Commercial developments with multiple tenants shall provide common outdoor plaza areas or similar architecturally integrated public spaces, including seat walls, and enhanced or expanded walkways.
- i.

Outdoor furniture and fixtures shall be compatible with the project architecture and should be considered as integral elements of the project. Outdoor furniture should be included in and shown on all site and landscaping plans.
- j.

Water features should not be provided for ornamental purposes only. When provided, water features shall be designed in a manner that provides environmental (i.e. cooling) or recreational (i.e. play) benefit to users. Further, consider summer evaporation loss and water conservation practices when designing and siting water features.
- c.

A freeway landscape buffer should contain, as a minimum, one 24-inch box tree and one 15-gallon tree (as defined in the Zoning Ordinance) for every 30-feet of highway-adjacent lot line. Screen walls should be included for large expansive parking areas, large asphaltic areas or loading areas.
- d.

Potted plants and other ornamental landscaping should be provided to enhance courtyards, plazas, and other gathering areas. Trees should drain directly into the subsoil and should be protected by grating in hardscape areas.

8. Walls

- a.

Building wall articulation is required on all big box buildings. Exterior wall treatments such as arcades, porticos, insets, colonnades, lower shed roof structures and wing walls can be used to successfully mitigate the appearance of the typical big-box building appearance.

9. Loading Areas and Refuse Enclosures

- a.

Big box developments that have outdoor garden centers and storage areas shall integrate these areas into the architecture of the primary building. Screening materials and colors should be consistent with the overall theme of the building.
- b.

Truck and dock door loading areas should be provided at an angle, as to obscure expansive views of dock doors/loading doors and shall be screened from adjacent highways, major circulator roads, arterial roads and residential.

7. Landscaping

- a.

Landscape intensity should be significantly greater for commercial shopping centers, and should include substantial amounts of plantings around buildings, walkways, and plazas.
- b.

The base of big box buildings should be completely surrounded on all four sides by landscaping or enhanced pedestrian pathways except loading and/or service areas.







✔ Preferred    ✔ Acceptable

### C. Service Stations

Service stations are intensive uses that are characterized by large areas of paving which permit vehicles to maneuver freely. They have the potential to create significant adverse impacts for adjoining streets and properties. Service stations have historically enjoyed several points of access from adjacent streets to maximize maneuvering flexibility for vehicles. When weighed against the safety risk inherent in multiple driveways, fully flexible circulation clearly can no longer be accommodated. Driveway cuts need to be limited, circulation needs to be channeled, and paved areas reduced.

Although reduced in area, substantial paving can still be expected and should be compensated for by perimeter landscaping. Convenience stores that sell gas shall meet the standards contained in this section.

#### 1. Site Layout

- a. Structures on the site should be spatially related; buildings should be organized into a simple cluster.
- b. The site shall be designed to accommodate all legitimate, anticipated circulation patterns, but those patterns should be defined by reduced areas of paving and well-placed landscaped areas. All circulation proposals shall meet with the approval of the City Engineer.
- c. In areas developed with a strong street presence, service stations shall be oriented toward the adjacent street, placing any service bay door on the rear of the structure.
- d. Service and car wash bays shall not face residential properties or the public street. Bay door and car wash openings should be oriented so as to reduce visibility from public view and should be oriented away from any adjacent sensitive uses.
- e. The site design for projects located at street corners shall provide some structural or strong design elements to anchor the corner. Reverse orientation services stations are encouraged.

#### 2. Landscaping

- a. Where possible, landscape areas should provide a three-tier system of groundcovers, shrubs, and trees. The use of landscaped berms and/or low screening walls adjacent to sidewalks is encouraged.

#### 3. Lighting

- a. Pump canopies shall not be internally illuminated. Light fixtures should be recessed into the canopy and no glare should be visible from the fixture.

#### 4. Utilities and Mechanical Equipment

- a. Areas should provide self service station sites to allow patrons to service vehicles with water and air. These facilities will need to be located where they do not obstruct the main circulation patterns of the site.
- b. Car wash facilities should be designed to minimize machinery and blower noise levels. Facilities should be oriented away from adjacent sensitive land uses.
- c. On automatic car wash sites, facilities should provide for vacuuming and drying of vehicles upon exiting the car was building. These areas should be carefully oriented to avoid from being a nuisance to adjacent uses.

#### 5. Massing and Articulation

- a. The roofline and architecture of the pump canopies shall be stylistically consistent with the other buildings on the site.
- b. The length of pump canopies shall be minimized as much as possible. If the site allows, pump canopies shall be broken into two separate locations. This reduces the effect of pump canopies dominating other buildings on the site.



D. Mixed-Use Development

Mixed-use development provides more than one use or purpose within a shared building (vertical mixed use) or development area (horizontal mixed use). Mixed-use projects may include any combination of housing, office, retail, medical, recreational, commercial or industrial components.

1. Site Layout

- a. Active commercial uses, including retail, restaurant, and personal services should be located on the ground floor fronting the sidewalk.
- b. Natural amenities such as views and natural features should be preserved to the extent feasible.
- c. Private amenities, such as plazas and open space should be located in the interior of the site or otherwise away from the street.
- d. Non-residential uses located directly adjacent to residential dwellings should carefully consider floor plan layout and window placement to minimize unfiltered and direct views into neighboring properties.
- e. Common areas should be centrally located and designed as courtyards or outdoor rooms. Outdoor furnishings, amenities, public gathering spaces, trees, and trellises for shade should be provided.
- f. Potential privacy-sensitive areas on adjacent parcels should be identified on the site plan, and details should be provided on how the proposed design has addressed them.
- g. All buildings should be sited to reduce visual, auditory, odorous, and other conflicts between residential uses and other uses on the site.

2. Arrival

- a. Entries that face the primary street may be directly connected to the street's sidewalks. Secondary and residential entrances can be connected to interior courtyards and parking lots.

3. Access and Circulation

- a. Decorative paving materials and/or use of colored sidewalk and pavement areas should be utilized at pedestrian and/or automobile contact zones to provide definition to pedestrian space.
- b. Ridesharing, wayfinding and/or loading areas should be incorporated into the project design.

4. Parking Areas

- a. A dedicated parking area should be provided for residential use and should be clearly distinguished from spaces provided for other uses.
- b. Parking should be concentrated in areas behind buildings and away from the street to the extent feasible.
- c. Parking lot areas, including aisles and/or spaces, should be separated from buildings by a raised walkway and landscape strip.

5. Parking Structures

- a. Where a parking garage is proposed, it should be wrapped with retail and/or other commercial uses at the ground level to allow for continuation of the street scene.

6. Public and Private Spaces

- a. Both private and common outdoor spaces should be incorporated in mixed use developments. Private outdoor courtyard areas for residents only are encouraged. Plazas for public use should also be provided in areas adjacent to commercial uses.



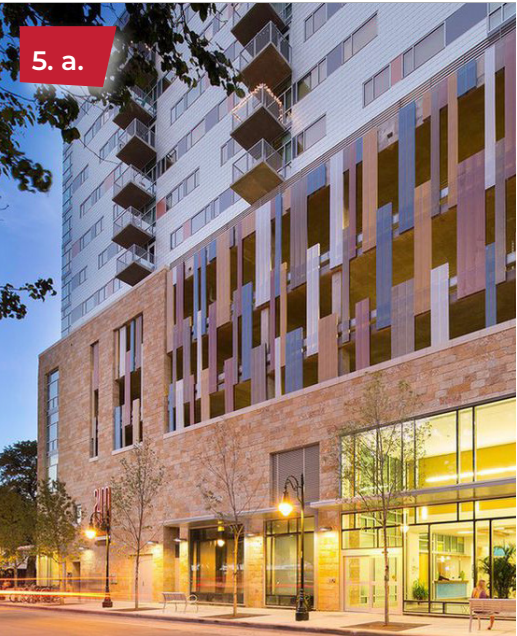
- b. Common open space should be clearly recognizable as accessible and usable by the public.
- c. Publicly accessible outdoor spaces should include seating, trash cans, bicycle racks, and/or other pedestrian amenities.

7. Lighting

- a. Commercial uses should avoid parking lot and security lighting that would impact residential areas.

8. Fenestration

- a. Continuous storefront windows and individual entrances should be provided for ground floor commercial uses adjacent to the street and sidewalk so as to avoid blank building walls.







10. b.



11. a. i.



11. b.



11. b.



11. c.

**9. Loading Areas and Refuse Enclosures**

- a. Service or loading areas should be located at the rear of the building and away from residential units.
- b. Service areas for non-residential uses should not be located near residential units or near parking areas for residential units.

**10. Neighborhood Context and Compatibility**

- a. Natural amenities such as views and natural features should be preserved to the extent feasible.
- b. The design of buildings, driveways, loading facilities, parking areas, signs, landscaping, lighting, solar facilities, and other site features should show adequate consideration for the visual effect of the development upon adjacent residential properties.

**11. Incorporate the following additional standards when multi-family is involved**

- a. When residential development is incorporated into a mixed-use project, there shall be an enhanced number of pedestrian connections (both major and minor) within the property, providing multiple pedestrian connections between the various uses within the property as well as external to the property.
  - i. Major pedestrian connections shall be a minimum of 8-feet-wide and include a paved path with a combination of shade structures and/or shade trees. Where the connection crosses a roadway, drive-aisle, drive-way or drive-through it will contain decorative pavers and the drive-aisle may narrow, contain a landscape median, contain a raised crossing or other features to calm traffic and provide for safe pedestrian passage.
  - ii. Minor pedestrian connections shall be a minimum of 5-feet-wide and contain a paved path. Shade elements such as shade trees and/or shade structures should be included.

- b. A major plaza (pedestrian plaza/greenspace) or alternative that provides programmed amenity space shall be provided in a centrally located manner that is easily accessible and appears prominent from at least one primary entrance. The plaza should include a major shade amenity and seating and shall be flanked on either side by a large pedestrian path, store fronts, patios and/or have a pedestrian loop surrounding it to serve as a comfortable buffer between an entry drive/couplet roadway.
- c. As the multi-family component interfaces with planned commercial and/or office uses, it should not be fronted with "back of house" type features such as carriage garages or largely walled off patios.
- d. The wall themes and color for the multi-family parcel will complement that of the overall development.
- e. If walls or fencing are constructed, view fencing shall be used between the multi-family and commercial and/or office uses, except where screening of mechanical equipment and refuse enclosures is necessary.
- f. Siting the multi-family activity centers and amenities along the boundary between the non-residential uses and multi-family is encouraged as this brings more pedestrian activity to the area nearest to the commercial.
- g. Each multi-family building shall provide a minimum of one (1) pedestrian connection from the building to an adjacent public sidewalk or major pedestrian connection.





## CHAPTER 5 **BUSINESS PARK & OFFICE**

The business park and office design guidelines serve a dual purpose in Goodyear by aiding private development in creating high-quality, aesthetically unified business parks and providing clear direction for achieving attractive, well-designed projects. These guidelines facilitate quality development and will play a crucial role in staff's evaluation of business park and office projects.

Key architectural and site design elements, which align with the City's overall vision for these areas, are emphasized. The guidelines allow developers, architects, and other design professionals to propose creative solutions, fostering fresh ideas and accommodating unique site scenarios, while establishing parameters for design excellence.





# Business Park & Office

## 5.1. Guidelines for Business Park & Office

### A. Site Design

#### 1. Site Layout

- a. Buildings should be placed on the site in a coordinated manner to provide order to employee and visitor circulation needs and avoid a complicated development pattern.
- b. In multi-building projects, buildings should be clustered to create a campus like setting that takes advantage of shared open space and pedestrian amenities.
- c. Buildings and open spaces should be located and oriented to maximize shade and solar energy, reduce energy consumption, and optimize natural heating/cooling.
- d. Public entrances and primary building elevations shall be oriented toward public streets and transit opportunities, with priority given to maintaining minimum distances along sidewalks/pedestrian paths between transit facilities and building access points to enhance overall convenience.
- e. Office buildings should be placed at the minimum required setback to enliven the streetscape and add visual interest. To facilitate, limited parking may occur between the front of the building and the street. However, on corner sites, buildings should be located as near to the intersection as possible.
- f. Buildings on a corner should treat both street sides as “fronts” and include pedestrian-friendly building design features such as windows, doors, walkways, and signage along both streets. If the lot does not reasonably support the ability for the building to treat both streets as fronts, the primary entrance and facade should face the primary street. The secondary front should include windows and use landscaping to create an attractive street edge.
- g. Nuisance generation functions such as, but not limited to noise, glare, smell, or air contaminants should be located as far as possible from adjacent noncompatible uses.



2. Parking and Vehicle Circulation

- a. Parking areas shall not be the dominant visual element of a development as viewed from the street or other public area. The following guidelines shall be followed:

i. Parking areas should be minimized, buildings should not be located in a manner that makes them appear like “islands” surrounded by paved parking areas.

ii. Large parking areas directly in front of buildings are discouraged, however, small customer-oriented parking areas may be appropriate in front of buildings.

iii. To avoid large expanses of paved areas, large parking areas should be divided into smaller parking areas through the use of extensive landscaping, decorative paving, pedestrian walkways, garden walls, elevation changes or similar design features.

b. Driveway access points and internal circulation should be located as far away as possible from residential properties, schools, parks, and other sensitive uses.

c. Once on site, vehicles should not be required to exit onto a public street in order to move from one parking area to another on the same site. The use of reciprocal (common) driveways to provide access to two or more buildings is encouraged.

d. Multi-building projects should be marked by entry features such as monument signs, decorative paving, special lighting, public art, enhanced landscaping, etc.

e. Shared parking and shared access drives are encouraged where practicable.

f. Shaded and covered parking areas are encouraged. Additionally, covered parking areas shall consider the following:

i. Covered parking shall match the character, style, and materials applied to the principal buildings it serves.

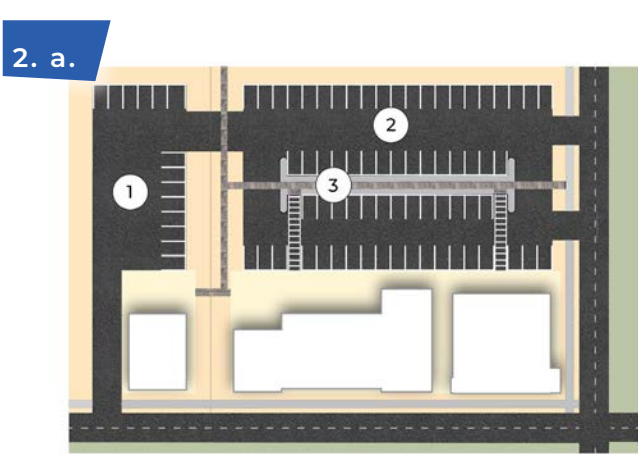
ii. Application of solar panels on covered parking is encouraged.
- g. Parking structures, when provided, should be designed in conjunction with the circulation system and should minimize negative impacts on adjoining properties. Additionally, parking structures should consider the following:

i. Parking structure façades shall be compatible with the architectural character and style of the principal building(s), and should incorporate decorative screening and/ or trellis elements to bring variation and interest to the façade. Consideration should also be given to “cool roofs” (coated with solar reflective materials) or solar panels for parking structure roofs.

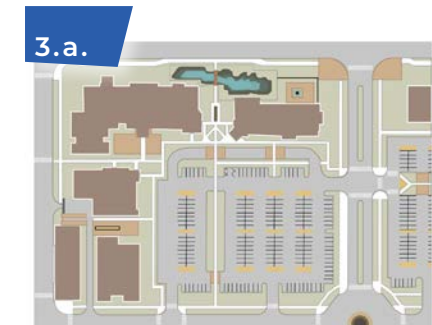
ii. Parking structures shall work to reduce its apparent mass by articulating corners and breaking long walls by recessing and/or shifting the wall plane horizontally.

iii. If adjacent to a street, ground level entryways/stairways shall be located along the street edge, and must be easy to distinguish and well lit.

h. Solar panels may be utilized as accessory features on covered parking canopies, provided associated solar equipment is screened from public view. If included within a development, Parking structures should also be designed to accommodate solar panels and equipment in a manner that is incorporated into the overall design. Minimal applications of solar panels that are simply mounted on a surface with no enhanced design incorporation or screening is discouraged.







3. Non-vehicular Circulation & Facilities

- a. In multi-building projects, master pedestrian circulation plans should address connections between buildings and connections to supporting land uses and open space.
- b. Safe and convenient pedestrian walkways shall be provided between buildings and between building entrances and parking areas. Pedestrian access shall be made to adjoining areas where the potential for interaction with the activities or services within these areas is likely. Pedestrian walkways shall be separated from parking areas to enhance safety and reduce conflicts between vehicular and pedestrian traffic.
- c. Pedestrian walkways shall be accessible, safe, visually attractive, and well defined by incorporating two or more of the following:
  - i. decorative pavement,
  - ii. pedestrian friendly landscaping,
  - iii. shade,
  - iv. low-level lighting.
- e. Pedestrian safety measures shall be incorporated, where appropriate, such as changes in paving, callboxes, lighting, and signage, and should incorporate Crime Prevention through Environmental Design (CPTED) standards.
- f. Bicycle parking facilities should be dispersed throughout larger sites and located in convenient and visible areas close to primary building entrances.

4. Views and Screening

- a. Buildings smaller in scale shall be located adjacent to arterial roadways.
- b. Screening is required between non-compatible land uses. Projects are encouraged to utilize a combination of screen walls, berms, landscaping and elevation change to minimize the visual impact of new development. Specifically, screening shall consider the following:
  - i. Screen walls may consist of architectural wing walls, freestanding walls, or other comparable applications. Screening walls and gates shall be durable, opaque and resistant to weathering.
  - ii. Perimeter walls and/or screen walls visible from public view are required to be architecturally enhanced and shall use style, materials, and colors that complement the project's architecture.
  - iii. Perimeter walls shall incorporate various textures, staggered setbacks, and variations in height, in conjunction with landscaping, to provide visual interest and to soften the appearance of walls. Perimeter walls shall be broken up by pillars or staggered setbacks every 50 feet.
  - iv. Screening levels shall take into consideration intensity of both the development and adjacent uses.
  - v. When additional height is needed to provide adequate screening, berms within landscaped areas should be provided to reduce the perceived height of the wall as seen from public view. The berm/landscape area in front of the screen wall should be landscaped with shrubs and trees that will, at maturity, exceed the height of the wall.
  - vi. If walls are not required for a structural, aesthetic, specific screening or security purpose they should not be utilized.



- c. Parking adjacent to and visible from public view shall be screened from view through the use of earth berms, low screen walls, changes in elevation, landscaping or combinations thereof.

d. Refuse containers or outdoor storage areas shall be located within a decorative masonry wall enclosure with opaque gates. The enclosure materials shall be designed to match the architectural design features of the development. The refuse enclosures shall also be buffered by landscaping when within public view. Trash containers are not required to be located within a walled enclosure when they are located behind screened areas and are not visible from public view.

e. Utility/Mechanical equipment screening should be integrated as part of a project's site and building design.

f. Where service electrical system (SES) panels may be visible from public view, panels shall be recessed into the building elevations and screened with doors, landscaping, or a solid wall (with landscaping) built of similar building materials and colors of the main development and equal to or exceeding the height of the SES panels.

g. Ground-mounted equipment shall be completely screened from view of streets, highways, freeways, parking lots for customers and the general public, and connecting walkways through the use or combination of concrete or masonry walls, berming, and landscaping (with potential exceptions for significantly elevated roadways). Cabinets and screen walls shall be painted to match the principal structure and landscaping shall be provided in front of screening walls. Equipment should not obstruct the view of tenant spaces, monument signs, or driveways and be located outside the required sight visibility zone. The location and design of equipment should be coordinated with applicable utility providers early in the project design to ensure the most efficient and least disruptive alternative.
- h. Roof-mounted equipment shall be screened through the use of parapets, screen walls, mechanical room enclosures and similar features. When screening is required the tops of screens should be at least as high as the equipment. The use of picket fencing, chain link fencing with slats and metal boxes as screening materials is not acceptable.

i. All noise emitting equipment shall be adequately enclosed to minimize noise impact on adjacent uses, especially residential areas.

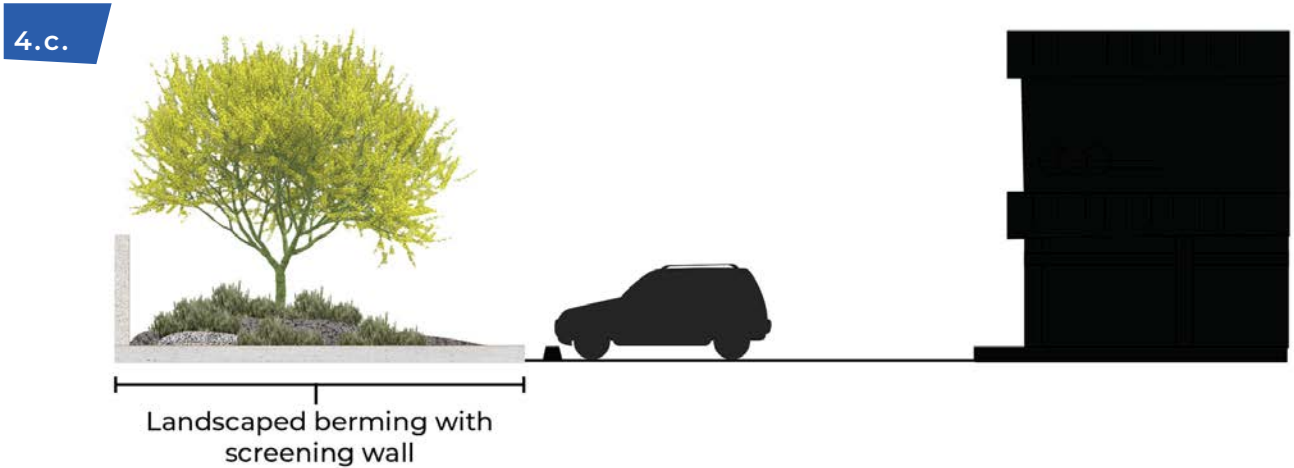
j. Solar panels and associated equipment, when applied, should be integrated into each specific design application (i.e. roof, shade structure, etc.) in a manner that maintains a low profile and consistent/uniform pattern. Where this application is not feasible solar panels shall be screened from public view, or enhanced to complement the architecture of the structure that it is attached to.

k. Wireless communication applications integrated into buildings are encouraged, rather than free-standing monopoles.
5. Loading/Unloading

a. Short-term pick-up/drop-off or delivery zones shall be provided near building entrances, to facilitate safe and efficient support services.

b. Loading and service dock areas shall be located to the rear or sides of a building, away from the main building entrance, or related high visibility areas.

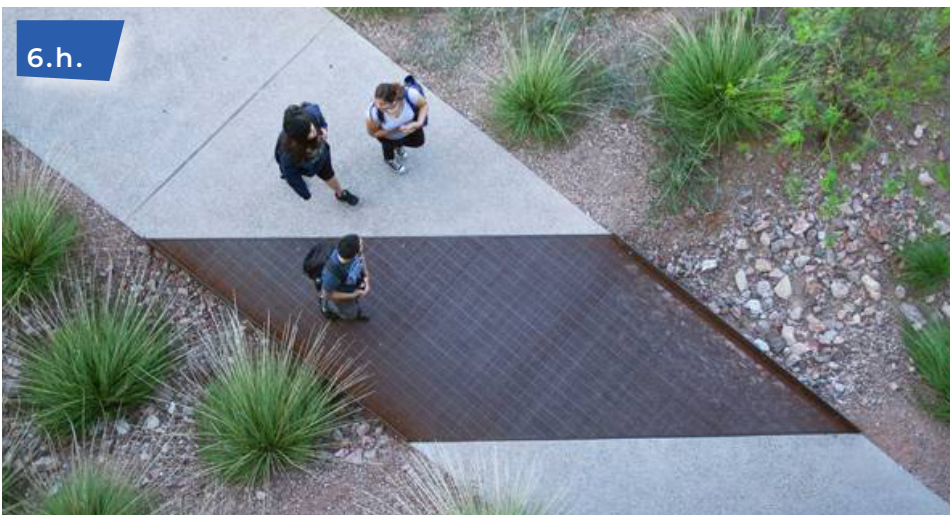
c. Adequate areas for maneuvering, queuing, and loading, shall be accommodated on site. Designs which encourage the use of external streets for internal circulation is prohibited.



✓ Preferred ✗ Discouraged

SECTION 5.1.A





6. Open Space, Landscaping and Shading

- a. Provide open areas and public amenities that employees can enjoy and/or utilize. Such improvements should be appropriate for the intended users.
- b. When provided, outdoor spaces and amenities used for sitting, eating, and gathering are an employee benefit and shall be integrated into the hardscape/ landscape design and include an ample amount of shade. Placement of such spaces should be located away from loading, storage and trash areas, and should be provided with shade, trash receptacles, etc.
- c. A minimum of one (1) shaded outdoor employee break area should be provided for each building that is designed to exceed 50,000 square feet and support over 100 total employees present onsite.
- d. Plazas and courtyards shall be functional in terms of location, size, and amenities to promote usable, safe human interaction, by including a variety of seating areas, lighting, and direct access from buildings and public rights-of-way. The overall size of the courtyard should be in proportionate scale to the size and height of adjacent buildings.
- e. Minimize the amount of hard plaza pavement which retains heat. Provide only the amount necessary for projected pedestrian circulation and volume.
- f. Incorporate existing natural features such as trees, topography, washes, and vegetation into project designs.
- g. Drainage patterns established by engineering requirements shall be maintained but shaped into natural forms when possible. Further, supporting infrastructure elements such as stormwater retention basins should be incorporated into the overall landscape plan. Retention basins that are visible from public streets and common open spaces shall be designed to avoid a “bathtub” or linear channel appearance and landscaped with a combination of vegetative and non-vegetative materials.
- h. If retention walls are necessary as part of a retention basin edge (in lieu of a sloped embankment), they shall be terraced and landscaped to reduce their visual scale. The maximum height of the retaining walls in the retention basin shall be 4 feet. The minimum landscape area between terraces should be 3 feet, subject to Engineering Design Standards. Integration of green infrastructure for stormwater management, such as bioswales or rain gardens, into buffer areas is encouraged.
- i. Landscaping shall be integrated with buildings and surroundings to make a positive contribution to the aesthetics and function of both the specific site and the area.
- j. Any part of the site that has been disturbed and is not developed with buildings, structures, loading and vehicular access ways, streets, parking and utility areas, pedestrian walks, and hard-surfaced activity areas shall be landscaped in accordance with the Zoning Ordinance. Portions of the site which are undisturbed natural desert may be left in their natural state.
- k. The application of native, low maintenance, drought tolerant plants is required. Proposed landscape treatment should consider the site’s unique natural character and landscape.
- l. Landscape buffers may be required alongside property lines, building edges, sidewalks or may be stand-alone design elements as specified in the zoning ordinance.
- m. Landscaping should be used to define building entrances, parking lots, and the edges of various land uses. Landscaping should also be used to mask unarticulated walls and other elements of an elevation that are not visually interesting, as well as buffer and screen neighboring properties. Consider safety, environmental impacts, and accent elements when selecting and locating landscaping features.



- n. Landscaping shall create depth and height variation through a stepped approach from street view to building, including perimeter landscaping, landscaping and trees in pathways and parking areas and along the base of buildings, in a cohesive manner that varies height and depth for overall design and aesthetic quality.
- o. Landscaping should be in scale with adjacent buildings and be of an appropriate size at maturity to accomplish its intended purpose. In highly visible areas, taller and larger caliper trees should be utilized.
- p. Landscaping should be grouped into larger areas, rather than distributing it into areas of little impact such as behind buildings, internal yard/loading areas and other areas outside of the public view. An exception to this provision occurs when such landscaping is needed for buffer or screening purposes.
- q. Landscaping should be provided adjacent to the building walls facing the street or otherwise visible to public view to soften building massing. A minimum 5-foot-wide landscape planter should be provided along such building edges, except at main entries and office areas where 10 feet should be provided. The use of landscape elements adjacent to walls is also encouraged to reduce their visual impact and opportunities for graffiti.
- r. Groupings of trees and architectural shading elements such as trellises, canopies, and awnings should be provided. These serve to reduce heat retention of paved surfaces, increase ground permeability of unpaved areas and offer sun protection for pedestrians. Additionally, the following applications should be considered:
  - i. Provide continuous shade by means of arcades, canopies, and awnings adjacent to buildings and in high pedestrian traffic areas.
  - ii. Use deciduous trees along south and west facing building facades and in pedestrian areas to provide shade during summer months. Further, consider providing filtered shade by means of deciduous trees, lattice, or pergola coverings which reduce temperatures in summer, yet allow sun in winter.
  - s. Canopy trees and other forms of landscaping in parking lots shall be used to break up the scale of large parking lots, provide additional shading and reduce “heat island” impacts.
  - t. Create large planting islands at the ends of parking rows in accordance with the Zoning Ordinance.
  - u. Landscaped areas shall provide sufficient clearance to fire protection features (i.e. connections, hydrants, and backflow preventers). In areas where hydrants are located the canopy height of trees should be a minimum 6-feet and the clearance radius around the hydrant should be a minimum of 7-feet.
  - v. Use structural art and/or sculpture gardens as focal points within project designs.
  - w. Water features should not be provided for ornamental purposes only. When provided, water features shall be designed in a manner that provides environmental (i.e. cooling) or recreational (i.e. play) benefit to users. Further, consider summer evaporation loss and water conservation practices when designing and siting water features.



- x. Areas proposed for future development on a site shall be treated and/or managed for dust and erosion control during Phase 1 of the project, particularly if the next construction phase will not begin for at least twelve months. Landscaping along right of ways and buffering of existing adjacent development shall be provided as specified by the zoning code.







7. Exterior Lighting

- a. The use of lighting to provide nighttime interest to the site and highlight architectural features is encouraged. Lighting an entire building or major portion of a building is discouraged. Night lighting of buildings may be used to highlight special building features, emphasize repeated or decorative elements, and use the combination of light and shadow to articulate the building facade. However, lighting that provides for the complete, undifferentiated illumination of a facade with bright light shall be avoided.
- b. Promote the use of energy efficient lighting types. Glare shall be minimized by using soft or reflected lighting. This helps create a sense of security, but also enhances the pedestrian experience. Lighting shall be down faced so as not to cause night sky pollution, nor flood any adjacent uses.
- c. Uplighting or fixtures used to accent architectural features, materials, colors, style of buildings, or art shall be located, aimed, and shielded so that light is directed only on those features. Such fixtures shall be aimed or shielded so as to minimize light spill into the dark night sky.
- d. The location, height and design of light fixtures should correspond to anticipated use. Lighting of pedestrian paths with bollards and generally smaller fixtures at a human scale is encouraged for use in illuminating changes in grade, steps, path intersections, seating areas and any other features along a movement path which, if left unlighted, would create an unsafe situation (See Zoning Ordinance for additional information).
- e. The design of lighting fixtures and their structural support should be of a scale and architectural design compatible with on-site buildings. A lighting fixture standard theme should be provided throughout the overall project, including multiple building projects.
- f. Security lighting that is both effective and attractive to promote a safe and secure facility should be provided. Lighting fixture placement should provide the best illumination for outdoor areas such as parking, shipping and receiving, pedestrian walkways, employee amenities, and work areas.

- g. Motion sensor lighting is encouraged. This lighting feature allows for a constant low illumination but may brighten to full strength when a motion is detected.

8. Site Accessories & Security

- a. Site accessories such as bicycle racks, storage areas, trash receptacles, planters, benches, ev equipment, shade structures and lighting shall be designed as integral components of the project. The architectural character and use of materials for these elements shall be consistent with the overall project design. Such features shall complement but not interrupt connecting walkways.
- b. Internal gyms with changing rooms, showers, and lockers to allow employees the opportunity to bicycle or jog to work, and exercise during the day within buildings that are designed to be greater than 50,000 square feet and support over 100 total employees present onsite are encouraged.
- c. Carpool spaces, electric vehicle charging stations, bike share locations, and ridesharing passenger pick-up and drop-off areas are encouraged.
- d. Projects may have specific security needs which should be incorporated into the site design of the projects.

9. Public Art

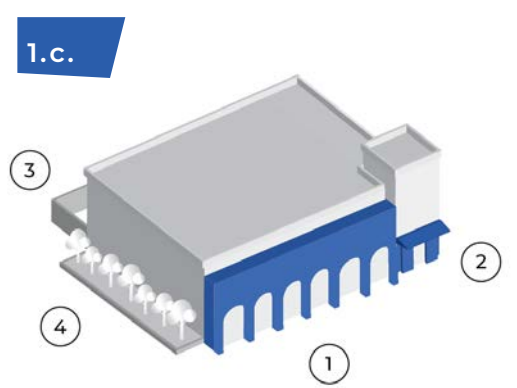
- a. Public art compatible in scale, material, and form with its surroundings is encouraged. When public art is provided consideration shall be given to the architectural, historical, geographical, and social/cultural context of the site.
- b. Murals and other forms of visual art may be appropriately integrated into the site provided that it does not function as additional signage by advertising a business, product, or service on site.
- c. Murals should not compete with or overwhelm existing architectural features such as windows with trim, moldings, entryways, or similar detailing. Murals shall be painted in designated areas of the building which fills a select plane or portion of the building. Application of murals over multiple planes of a building is prohibited.



B. Architecture & Building Design

1. Building Design

- a. While embracing architectural diversity, buildings shall reflect the innovative character of hi-tech, employment-based industries consistent with the character imagery included within this document.
- b. Proposed uses will dictate modern influences in the form, materials and style of the architecture throughout the development and shall be consistent with the desert environment.
- c. Encouraged architectural qualities and design elements for buildings are:
  - i. Building modulation indentations and architectural details;
  - ii. Building entry accentuation;
  - iii. Screening of equipment and storage areas; and
  - iv. Landscaping to soften building exteriors and buffer between uses.
- d. Buildings within the same planned development shall be designed to provide a clear, unified, and easily identifiable image. Methods to achieve this include using similar architectural styles and materials, complementary roof forms, signs, colors, and decorative pavement.
- e. Stand-alone buildings within larger developments should maintain a stylistic or thematic expression that ties the individual building to the larger development. However, precise replication of building design is discouraged.
- f. Corporate identity and design themes should be secondary to the character of the surrounding neighborhood or community and be consistent with the architecture style of the larger development.
- g. Consistent architectural style shall be used for a building and the site elements that relate to it (i.e. screen walls, planters, trellises, benches, bollards, garbage containers, street furniture, EVSE equipment, etc.).
- h. Buildings on a corner should architecturally treat both street sides as “fronts” and include pedestrian-friendly building design features such as windows, doors, walkways, and signage along both streets. The primary entrance and facade should face the primary street and the secondary front should include windows and use landscaping to create an attractive street edge.
- i. Long, unbroken building facades are prohibited. Building facades with varied front setbacks should be provided to give visual interest from public view. Facades should be articulated a minimum of every 50 feet to provide a visual effect that is consistent with the character and scale of the area.
- j. All façades have a high level of architectural detail. However, the highest degree of building offsets and architectural detail should be focused on a building’s public frontage.
- k. Rear and side-wall elevations should provide building offsets and architectural details similar to the front facade. All elevations generally visible from public view shall reflect the overall design, colors and textures used on the front facade.
- l. Taller buildings or portions of a building should be located internally to a site with buildings stepping down in height as they reach the edges of sites that are adjoined by smaller scaled development.
- m. Roof drain elements and ladders for roof access shall be internalized within the building.

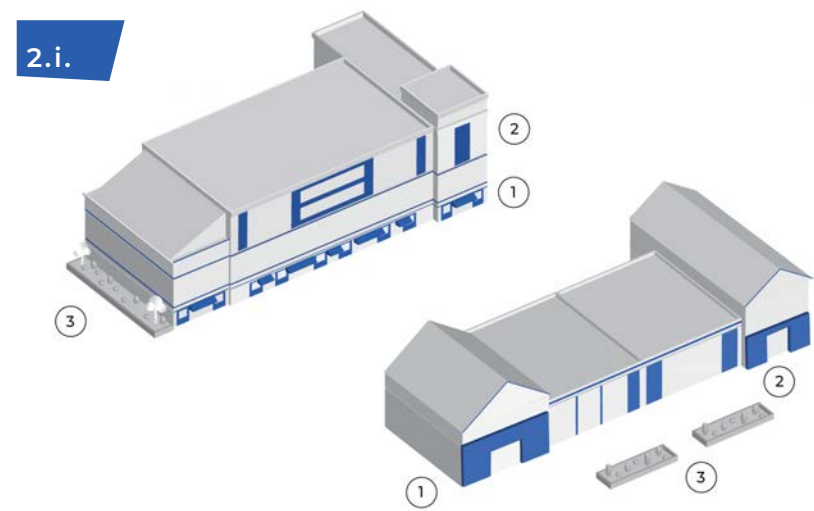


2. Building Massing

- a. All structures shall implement the following massing reduction techniques to add visual interest and help to diminish the perceived scale of buildings:
  - i. Implementation of material changes on all elevations;
  - ii. Provision of architectural relief in the form of architectural projections or building recesses (2-foot minimum); and, or,
  - iii. Changes in texture, materials or color (color shall not be used as the exclusive method);
  - iv. Use of horizontal and vertical architectural articulation;







- v. Use of varied architectural forms and shapes where consistent with the architectural style;
- vi. Provide weather and sun protection, such as ornamental overhangs, awnings, canopies, etc. to create shade and shadow and mitigate climatic and solar conditions
- vii. Recessed windows and other recesses, or other glazing techniques;
- viii. Recessed or projecting vertical column treatments;
- ix. Articulating details around doors, windows, balconies, plate lines, recessed design elements, interesting cornice treatment details, exposed expansion joints, reveals, change in texture, grillwork or other methods of visual relief;
- x. Additional architectural emphasis to certain parts of the building such as entries, corners, and/or showroom or office spaces.
- b. The extent and size of massing reduction techniques should relate visually to the overall scale of the building.
- c. The mass of large buildings with long horizontal planes or multiple stories are encouraged to be broken down into a group of smaller buildings clustered into a campus setting.
- d. Buildings should relate to each other in their massing and forms. Larger masses should be located at the center of a buildings composition, with smaller forms stepping outwards and down.
- e. Design buildings to step back and step down to follow natural terrain and help break up the overall massing. "Stepped down approaches" are especially appropriate for breaking up larger structures.
- f. When breaks in massing, materials changes or other enhancements occur at the corner of a building which is visible from public view, the treatment should be wrapped around the corner to provide a finished appearance to the corner element.
- g. The use of berming adjacent to buildings to soften building mass is encouraged.
- h. Architectural enhancements should extend to upper portions of building walls that are visible from public view. This provision includes the upper portions of building walls which may be concealed by screen walls.
- i. Facades having a recognizable "base" feature are encouraged. In portions of the building with active uses, a higher level of fenestration is further encouraged on the ground floor. The base feature should be high enough to relate in proportion to the scale of the building. Examples of techniques that can be used are as follows:
  - i. Richly textured materials (i.e. tile or masonry treatments), panels or reveals;
  - ii. Materials and colors (color stripes are not acceptable as the sole treatment); and/or,
  - iii. Raised planters and other forms of enriched landscaping.



3. Building Entries

- a. Entry and office areas shall portray a quality appearance, relate visually to the rest of the building in terms of design and proportion, and should not appear as an added-on or unrelated element.
- b. Building entry and office areas shall be visually distinct and have a pedestrian orientation.
- c. Building entries and office areas should face and be oriented toward the street and incorporate window elements as a dominant feature.
- d. Main entries should be highlighted through the massing of the building. Entries should be emphasized by providing height differences or variations in the horizontal plane between entry/office elements and the rest of the building facade. Additional highlighting of office entries should also be provided through various architectural enhancements. This may include, for example:
  - i. Recessed entries;
  - ii. Windows;
  - iii. Use of columns or colonnade;
  - iv. Arcades;
  - v. The use of lighted bollards and other similar accent details;
  - vi. Provision of plaza, courts, seating areas or similar pedestrian oriented detail;
  - vii. Enhanced landscaping design and materials;
  - viii. Freestanding or attached entry structures provided they are compatible with and related to the building architecture and do not look like add-on afterthoughts;
  - ix. Changes in materials and textures; and,
  - x. Enhanced pedestrian surfaces;
- e. Doors and windows should appear substantial and should not be flush with the exterior finish. Doors and windows should be inset at least 2-3 inches from the front face of the exterior finish.

4. Roof Elements

- a. Roofs should be integral to the architectural theme of buildings. Rooflines should include appropriate variations to avoid long, continuous planes. Where feasible and appropriate to the architectural style for the building, a pitched roof element should be provided over the entry and/or office portion(s) of the structure and/or the corners of the structure.
- b. The rooflines of buildings should consider the design of rooflines of existing buildings as well as future buildings if designed as part of a campus setting. Roof lines may be used to help delineate building entries; introduce additional shapes, angles and shadows; and add visual relief to the tops of buildings, but should also be designed as an integral component of the form of the building, its mass and facade.
- c. Roof mounted mechanical equipment shall not exceed the height of the roof parapet or other architectural features so as to be completely screened from view. In instances where mechanical equipment must exceed parapet height proper opaque screening shall be provided to ensure architectural integration (color, materials, rooflines, etc).
- d. Brightly-colored and highly reflective roof surfaces (including unpainted galvanized metal roofing) that is visible from public view is prohibited.







5. Building Materials/Color

- a. Attractive, durable, quality materials shall be used. Predominant exterior building materials shall be of high quality, energy efficient, and durable. These include, but are not limited to:
  - i. Brick;
  - ii. Stone, natural or faux;
  - iii. Integral color, sand blasted or stained textured masonry;
  - iv. Split--face or scored concrete masonry units;
  - v. Stucco/EIFS;
  - vi. Metal roofs;
  - vii. Concrete and clay tile roofs;
  - viii. Light colored or reflective “cool roofs” (when not visible from public view);
  - ix. Clear and tinted glass;
  - x. Architectural metal; and,
  - xi. Prefabricated steel panels and corrugated metal where architecturally integrated.
- b. The use of materials that artificially simulate another material, such as stucco used to mimic wood, are discouraged.
- c. The use of decorative masonry block such as split face or slumpstone is discouraged as a primary building material unless substantial articulation and detail is provided.
- d. The use of various building materials (i.e. masonry, concrete texturing, cement, plaster, etc.) to produce effects of texture and relief that provide architectural interest are encouraged.
- e. Buildings should incorporate accent materials of a different texture or composition. Acceptable materials include glass, tile, decorative brick or stone, and painted metal accents.
- f. The use of metal siding exclusively on any building is prohibited. Metal siding used for accents on any development shall be of the decorative, architectural metal type. The use of corrugated metal siding is prohibited unless used as a decorative element to accent a particular architectural style.
- g. Material changes should not occur at external corners or offsets along a building façade to avoid a tacked-on appearance. Material changes should occur at “reverse” or interior corners or as a “return” at least four feet from external corners.
- h. Materials should be chosen to withstand abuse by vandals or accidental damage by machinery. False facades and other simulated materials and ornamentation are discouraged. High maintenance materials such as clapboard or shingles are prohibited.
- i. Metal buildings shall be architecturally treated on all four exterior sides of the building. If utilized, metal buildings shall employ a variety of building forms, materials, colors and other architectural treatments to add visual interest. Exterior materials should include stucco, plaster, glass, stone, brick, or decorative masonry.
- j. The use of compatible colors in a single facade or composition is required. Compatible colors add interest and variety while reducing building scale and breaking up plain walls.
- k. Change in color should always be accompanied by a change in plane and separated by a facade element, enhanced architectural detail or other means.
- l. Light, neutral colors should be used on buildings to help reduce their perceived size. Contrasting trim and color bands that help break up the vertical monotony of flat walls are also required.
- m. For larger building surfaces, colors should be muted and subdued. Deeper colors may be used for accenting. Bright colors, and unusual patterns and color schemes are prohibited.





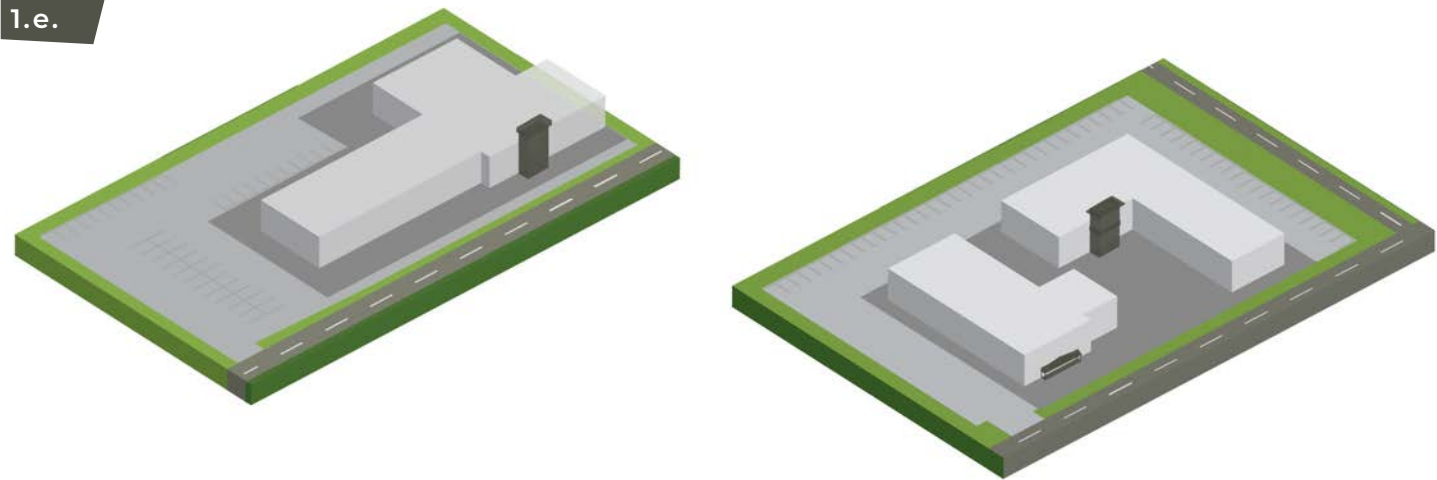
## CHAPTER 6 **INDUSTRIAL**

The purpose of the Industrial Design Guidelines is to provide clear direction on achieving well-designed, attractive, and high-quality development within the City. These guidelines play a crucial role in the evaluation of industrial projects by City staff and will serve as a valuable resource for developers, architects, and other design professionals.

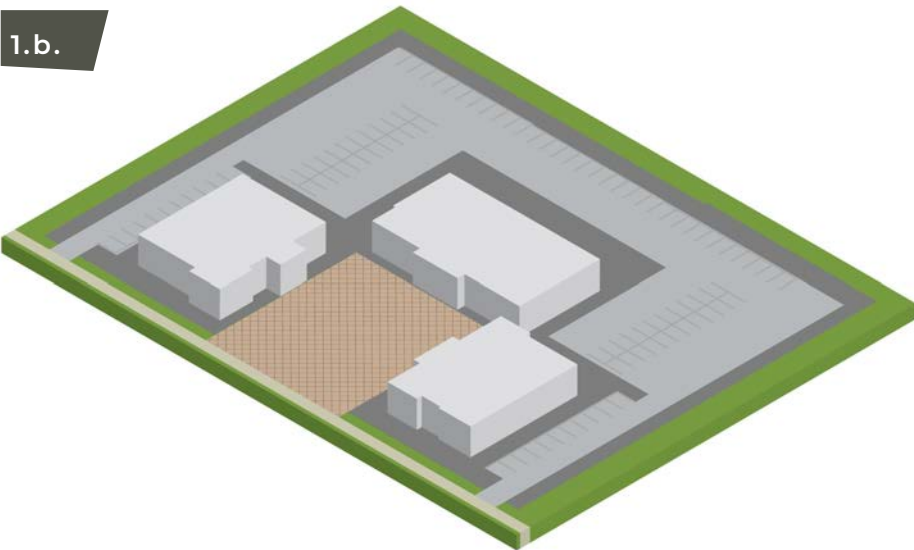
Key architectural and site design elements are highlighted in the guidelines, emphasizing their importance to the City's overall vision for employment areas. While the guidelines establish parameters for design excellence, they also empower design professionals with the flexibility to propose creative and innovative solutions. This latitude encourages fresh ideas and accommodates challenging or unique site design scenarios.



1.e.



1.b.



1.d.



1.e.



2.a.



# Industrial

## 6.1. Guidelines for Industrial

### A. Site Design

#### 1. Site Layout

- a. Buildings should be placed on the site in a coordinated manner to provide order to employee and visitor circulation needs and avoid a complicated development pattern.
- b. In multi-building projects, buildings should be clustered to create a campus like setting that takes advantage of shared open space and pedestrian amenities.
- c. Buildings and open space should be located and oriented to maximize shade and solar energy, reduce energy consumption, and optimize natural heating/cooling.
- d. When provided, outdoor spaces and amenities used for sitting, eating, and gathering are an employee benefit and shall be integrated into the hardscape/landscape design and include an ample amount of shade. Placement of such spaces should be located away from loading, storage and trash areas, and should be provided with shade, trash receptacles, etc.
- e. Public entrances and primary building elevations shall be oriented toward public streets and transit opportunities, with priority given to maintaining minimum distances along sidewalks/pedestrian paths between transit facilities and building access points to enhance overall convenience.
- f. Employee office spaces, areas accessible to the public (showrooms etc.), or other prominent design features should be located in the front of buildings with orientation to public streets or open space areas and adjacency to employee/visitor parking. All other site uses including loading docks and storage areas should be located on the sides (excluding corner sides) or rear of buildings to limit visibility from streets.
- g. Nuisance generation functions such as, but not limited to noise, glare, smell, or air contaminants should be located as far as possible from adjacent noncompatible uses.

#### 2. Parking and Vehicle Circulation

- a. Parking areas shall not be the dominant visual element of a development as viewed from the street or other public area. The following guidelines shall be followed:
  - i. Parking areas shall be minimized, buildings shall not be located in a manner that makes them appear like “islands” surrounded by paved parking areas.
  - ii. Large parking areas directly in front of buildings are discouraged, except in conditions where large truck courts are placed in the rear or sides of buildings. Small customer-oriented parking areas are preferred in front of buildings.
  - iii. To avoid large expanses of paved areas, large parking areas shall be divided into smaller parking areas (50-70 spaces) through the use of extensive landscaping, decorative paving, pedestrian walkways, garden walls, elevation changes or similar design features.



- b. Driveway access points and internal circulation should be located as far away as possible from residential properties, schools, parks, and other sensitive uses.

c. Public and visitor areas shall be separated from truck delivery and maneuvering areas with separate access and circulation systems where appropriate.

d. Vehicular traffic, parking areas and drive aisles shall be configured so that they minimize conflicts with truck traffic and loading activities. Customer parking areas, including a portion of stalls provided for ADA parking, shall be placed near the main public entry and away from loading and storage areas to the greatest extent possible.

e. Required parking stalls and drive aisles must be used exclusively for vehicle parking and circulation, remain unobstructed and cannot be used as areas for trailer storage, truck maneuvering (except drive aisles), outdoor storage or other outdoor activities.

f. Once on site, vehicles shall not be required to exit onto a public street in order to move from one parking area to another on the same site. The use of reciprocal (common) driveways to provide access to two or more buildings is required.

g. Multi-building projects should be marked by entry features such as monument signs, decorative paving, special lighting, public art, enhanced landscaping, etc.

h. Shared parking and shared access drives are encouraged where practicable.

i. Shaded and covered parking areas are encouraged. Additionally, covered parking areas shall consider the following:

i. Covered parking shall match the character, style, and materials applied to the principal buildings it serves.

ii. Application of solar panels on covered parking canopies is encouraged.
- j. Parking structures, when provided, should be designed in conjunction with the circulation system and should minimize negative impacts on adjoining properties. Additionally, parking structures should consider the following:

i. Parking structure façades shall be compatible with the architectural character and style of the principal building(s), and should incorporate decorative screening and/ or trellis elements to bring variation and interest to the façade. Consideration should also be given to “cool roofs” (coated with solar reflective materials) or solar panels for parking structure roofs.

ii. Parking structures shall work to reduce its apparent mass by articulating corners and breaking long walls by recessing and/or shifting the wall plane horizontally.

iii. If adjacent to a street, ground level entryways/stairways shall be located along the street edge, and must be easy to distinguish and well lit.

k. Solar panels may be utilized as accessory features on covered parking canopies, provided associated solar equipment is screened from public view. If included within a development, Parking structures should also be designed to accommodate solar panels and equipment in a manner that is incorporated into the overall design. Minimal applications of solar panels that are simply mounted on a surface with no enhanced design incorporation or screening is discouraged.

l. Buildings with an office component, including industrial and business park, shall be designed to bring buildings closer to the arterial roadways and orient office towards the arterial roadway in order to facilitate prominent views and walkability from adjacent development.

m. General loading and semi-truck traffic shall be separated from general vehicular traffic unless driveway access is limited based on engineering standards and residential impacts.







3. Non-vehicular Circulation & Facilities

- a. In multi-building projects, master pedestrian circulation plans should address connections between buildings and connections to supporting land uses and open space.
- b. Safe and convenient pedestrian walkways shall be provided between buildings and between building entrances and parking areas. Pedestrian access shall be made to adjoining areas where the potential for interaction with the activities or services within these areas is likely. Pedestrian walkways shall be separated from parking areas to enhance safety and reduce conflicts between vehicular and pedestrian traffic.
- c. Pedestrian walkways shall be accessible, safe, visually attractive, and well defined by incorporating two or more of the following:
  - i. decorative pavement,
  - ii. pedestrian friendly landscaping,
  - iii. shade,
  - iv. low-level lighting.
- d. Pedestrian safety measures shall be incorporated, such as changes in paving for crossings, callboxes, lighting, and signage, and should incorporate Crime Prevention through Environmental Design (CPTED) standards.
- e. Bicycle parking facilities should be dispersed throughout larger sites and located in convenient and visible areas close to primary building entrances

4. Views and Screening

- a. New industrial development should respect the development in the immediate area using setbacks, complimentary building arrangements and avoidance of overwhelming building scale and visual obstructions to views.
- b. Buildings smaller in scale shall be located adjacent to arterial roadways
- c. Screening is required between non-compatible land uses. Projects are encouraged to utilize a combination of screen walls, berms, landscaping and ground elevation change to minimize the visual impact of new development. Specifically, screening shall consider the following:
  - i. Screen walls may consist of architectural wing walls, freestanding walls, or other comparable applications. Screening walls and gates shall be durable, opaque and resistant to weathering.
  - ii. Perimeter walls and/or screen walls visible from public view are required to be architecturally enhanced and shall use style, materials, and colors that complement the project's architecture.
  - iii. Perimeter walls shall incorporate various textures, staggered setbacks, and variations in height, in conjunction with landscaping, to provide visual interest and to soften the appearance of walls. Perimeter walls shall be broken up by pillars or staggered setbacks every 50 feet.
  - iv. Screening levels shall take into consideration intensity of both the development and adjacent uses.
  - v. The maximum height of any perimeter wall or fence in the rear and side yards should be 8-feet measured from the high side elevation. Specialty walls such as screen walls, sound walls and retaining walls should have a maximum height dependent upon adjacent land uses. Walls over 6 feet may require additional architectural treatments if visible from public view.



- vi. When additional height is needed to provide adequate screening, berms within landscaped areas should be provided to reduce the perceived height of the wall as seen from public view. The berm/landscape area in front of the screen wall should be landscaped with shrubs and trees that will, at maturity, exceed the height of the wall.
- vii. If walls are not required for a structural, aesthetic, specific screening or security purpose they should not be utilized.
- d. Parking adjacent to and visible from public view shall be screened from view through the use of earth berms, low screen walls, changes in elevation, landscaping or combinations thereof.
- e. Refuse containers shall be located within a decorative masonry wall enclosure with gates. The enclosure materials shall be designed to match the architectural design features of the development. The refuse enclosures shall also be buffered by landscaping when within public view. Refuse containers are not required to be located within a walled enclosure when they are located behind screened areas and are not visible from public view.
- f. Utility/Mechanical equipment screening should be integrated as part of a project's site and building design.
- g. Where service electrical system (SES) panels may be visible from public view, panels shall be recessed into the building elevations and screened with doors, landscaping, or a solid wall (with landscaping) built of similar building materials and colors of the main development and equal to or exceeding the height of the SES panels.
- h. Ground-mounted utility and mechanical equipment should not be placed in the front setback area. If this is not possible, they should be completely screened by walls and/or dense landscaping. They should not obstruct the view of tenant spaces, monument signs, or driveways and be located outside the required sight visibility zone. The location and design of utility facilities should be coordinated with utility providers early in the project design to ensure the most efficient and least disruptive alternative.
- i. Ground-mounted equipment should be completely screened from view of streets, highways, freeways, parking lots for customers and the general public, and connecting walkways through the use or combination of concrete or masonry walls, berming, and landscaping (with potential exceptions for significantly elevated roadways). Cabinets and screen walls shall be painted to match the principal structure and landscaping shall be provided in front of screening walls. Equipment should not obstruct the view of tenant spaces, monument signs, or driveways and be located outside the required sight visibility zone. The location and design of equipment should be coordinated with applicable utility providers early in the project design to ensure the most efficient and least disruptive alternative.
- j. Roof-mounted equipment shall be screened through the use of parapets, screen walls, mechanical room enclosures and similar features. When screening is required the tops of screens should be at least as high as the equipment. The use of picket fencing, chain link fencing with slats and metal boxes as screening materials is not acceptable.
- k. All noise emitting equipment shall be adequately enclosed to minimize noise impact on adjacent uses, especially residential areas.



- l. Solar panels and associated equipment, when applied, should be integrated into each specific design application (i.e. roof, shade structure, etc.) in a manner that maintains a low profile and consistent/uniform pattern. Where this application is not feasible solar panels shall be screened from public view, or enhanced to complement the architecture of the structure that it is attached to.
- m. Wireless communication applications that are integrated into buildings are encouraged, rather than free-standing monopoles.



✓ Preferred    ✓ Acceptable    ✗ Discouraged

SECTION 6.1.A





✔ Preferred ✖ Discouraged



5. Loading and Outdoor Storage

- a. Short-term pick-up/drop-off or delivery zones shall be provided near building entrances, to facilitate safe and efficient deliveries and support services.
- b. Adequate areas for maneuvering, queuing, and loading, shall be accommodated on site. Designs which encourage the use of external streets for internal circulation is prohibited.
- c. Loading docks and storage areas should be located and designed for easy access by truck traffic and to minimize circulation conflicts with other site uses. Additionally, loading docks and outdoor storage areas shall consider the following:
  - i. Loading docks and storage areas should be located away from public view on the side or rear of buildings.
  - ii. When it is not possible to locate loading docks and outdoor storage areas away from public view, loading docks and doors should not dominate the building façade and/or should be screened from all adjoining public rights-of-way with a maximum 15-foot tall wall.
  - iii. Loading docks or outdoor storage areas should not be located to face residential areas.
- d. Loading dock doors and high activity areas should be located away from residential areas. The design of overhead doors should also minimize noise through devices such as rubber seals and/or other sound-dampening features.
- e. Fixed hardware for rolling doors shall be located on the inside of buildings.
- f. If more than two dock-high loading doors are provided, then trailer storage spaces shall be provided at the rate of one space per four loading doors. Trailer storage spaces shall have minimum dimensions of 12 feet by 45 feet and shall be located away from public view.
- g. Where trailers, cargo, and other storage containers are utilized on a recurring basis they shall be fully screened from public view.
- h. Outdoor storage should be located to the rear or sides of buildings and must not be visible from public view.
- i. Loading dock doors which are visible from an arterial roadway shall be screened by a wall at a height of no less than 12 feet or up to a maximum height of 15 feet as high as needed to screen the tops of semi-trucks and trailers from view.
- j. The sliding security gates shall be screened in an architecturally designed manner which shields the interior loading or storage areas from the public view. PVC, vinyl, or similar slats inserted into a gate does not constitute architecturally designed manner.

6. Open Space, Landscaping and Shading

- a. Provide open areas and public amenities that employees can enjoy and/or utilize. Such improvements should be appropriate for the intended users. Outdoor public spaces and amenities used for sitting, eating, and gathering are an employee benefit and should be designed into the project. Where provided, they should be located away from loading, storage and Refuse areas, and should be provided with shade, seating, trash receptacles, etc.
- b. Plazas and courtyards shall be functional in terms of location, size, and amenities to promote usable, safe human interaction, by including a variety of seating areas, lighting, and direct access from buildings and public rights-of-way. The overall size of the courtyard should be in proportionate scale to the size and height of adjacent buildings.



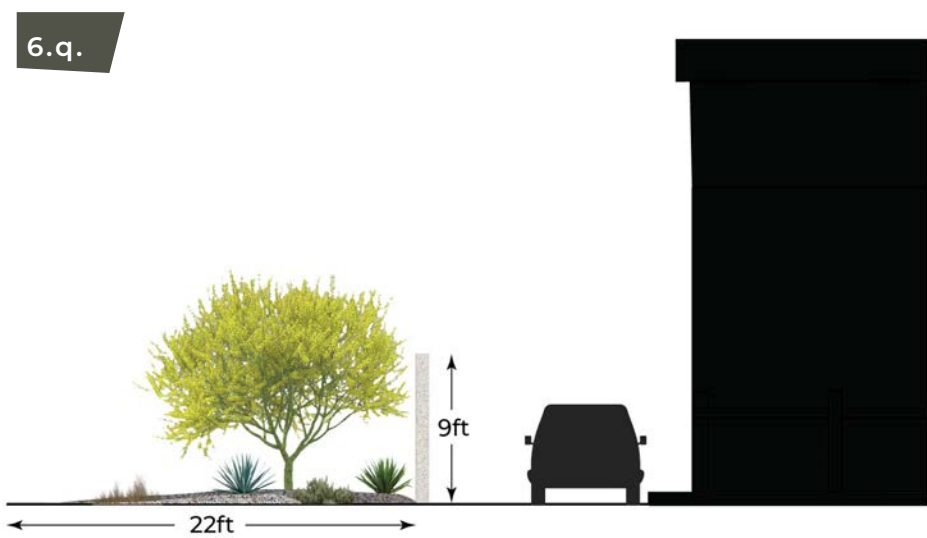
- c. Minimize the amount of hard plaza pavement which retains heat. Provide only the amount necessary for projected pedestrian circulation and volume.
- d. Incorporate existing natural features such as trees, topography, washes, and vegetation into project designs.
- e. Drainage patterns established by engineering requirements shall be maintained but shaped into natural forms when possible. Further, supporting infrastructure elements such as stormwater retention basins should be incorporated into the overall landscape plan. Retention basins that are visible from public streets and common open spaces shall be designed to avoid a “bathtub” or linear channel appearance and landscaped with a combination of vegetative and non-vegetative materials.
- f. If retention walls are necessary as part of a retention basin edge (in lieu of a sloped embankment), they shall be terraced and landscaped to reduce their visual scale. The maximum height of the retaining walls in the retention basin shall be 4 feet. The minimum landscape area between terraces should be 3 feet, subject to Engineering Design Standards.
- g. Integration of green infrastructure for stormwater management, such as bioswales or rain gardens, into buffer areas is encouraged.
- h. Landscaping shall be integrated with buildings and surroundings to make a positive contribution to the aesthetics and function of both the specific site and the area.
- i. Any part of the site that has been disturbed and is not developed with buildings, structures, loading and vehicular access ways, streets, parking and utility areas, pedestrian walks, and hard-surfaced activity areas shall be landscaped.
- j. The application of native, low maintenance, drought tolerant plants is required. Proposed landscape treatment should consider the site’s unique natural character and landscape.
- k. Landscape buffers may be required alongside property lines, building edges, sidewalks or may be stand-alone design elements as specified in the zoning ordinance.
- l. Landscaping should be used to define building entrances, parking lots, and the edges of various land uses. Landscaping should also be used to mask unarticulated walls and other elements of an elevation that are not visually interesting, as well as buffer and screen neighboring properties. Consider safety, environmental impacts, and accent elements when selecting and locating landscaping features.
- m. Landscaping shall create depth and height variation through a stepped approach from street view to building, including perimeter landscaping, landscaping and trees in pathways and parking areas and along the base of buildings, in a cohesive manner that varies height and depth for overall design and aesthetic quality.
- n. Landscaping should be in scale with adjacent buildings and be of an appropriate size at maturity to accomplish its intended purpose. In highly visible areas, taller and larger caliper trees should be utilized.
- o. Landscaping should be grouped into larger areas, rather than distributing it into areas of little impact such as behind buildings, internal yard/loading areas and other areas outside of the public view. An exception to this provision occurs when such landscaping is needed for buffer or screening purposes.







6.p.



6.q.



6.s.



6.t.



6.v.



6.r.i.

- p. Landscaping should be provided adjacent to the building walls facing the street or otherwise visible to public view to soften building massing. A minimum 5-foot-wide landscape planter should be provided along such building edges, except at main entries and office areas where 10 feet should be provided. The use of landscape elements adjacent to walls is also encouraged to reduce their visual impact and opportunities for graffiti.
- q. Screen walls and wing walls that are greater than 8 feet in height should be fronted by a landscape area at least 10 feet in width, in order to soften the mass of the wall and provide adequate space for berming.
- r. Groupings of trees and architectural shading elements such as trellises, canopies, and awnings should be provided. These serve to reduce heat retention of paved surfaces, increase ground permeability of unpaved areas and offer sun protection for pedestrians. Additionally, the following applications should be considered:
  - i. Provide continuous shade by means of arcades, canopies, and awnings adjacent to buildings and in high pedestrian traffic areas.
  - ii. Use deciduous trees along south and west facing building facades and in pedestrian areas to provide shade during summer months. Further, consider providing filtered shade by means of deciduous trees, lattice, or pergola coverings which reduce temperatures in summer, yet allow sun in winter.
- s. Canopy trees and other forms of landscaping in parking lots shall be used to break up the scale of large parking lots, provide additional shading and reduce “heat island” impacts.
- t. Create large planting islands at the ends of parking rows that are a minimum of 300 square feet, with a 6-foot wide minimum-planted width. They should be planted with shade trees, low shrubs and/or groundcover. They should be protected by a 6-inch high curb on all sides.
- u. Landscaped areas shall provide sufficient clearance to fire protection features (i.e. connections, hydrants, and backflow preventers). In areas where hydrants are located the canopy height of trees should be a minimum 6-feet and the clearance radius around the hydrant should be a minimum of 7-feet.
- v. Use structural art and/or sculpture gardens as focal points within project designs.
- w. Water features should not be provided for ornamental purposes only. When provided, water features shall be designed in a manner that provides environmental (i.e. cooling) or recreational (i.e. play) benefit to users. Further, consider summer evaporation loss and water conservation practices when designing and siting water features.
- x. A minimum of one (1) shaded outdoor employee break area should be provided for each building that is designed to exceed 50,000 square feet and support over 100 total employees present onsite.
- y. Areas proposed for future development on a site shall be temporarily planted and irrigated for dust and erosion control, particularly if the next construction phase will not begin for at least twelve months.

7. Exterior Lighting

- a. The use of lighting to provide nighttime interest to the site and highlight architectural features is encouraged. Lighting an entire building or major portion of a building is discouraged. Night lighting of buildings may be used to highlight special building features, emphasize repeated or decorative elements, and use the combination of light and shadow to articulate the building facade. However, lighting that provides for the complete, undifferentiated illumination of a facade with bright light shall be avoided.
- b. Promote the use of energy efficient lighting types. Glare shall be minimized by using soft or reflected lighting. This helps create a sense of security, but also enhances the pedestrian experience. Lighting shall be down faced so as not to cause night sky pollution, nor flood any adjacent uses.



- c. Uplighting or fixtures used to accent architectural features, materials, colors, style of buildings, or art shall be located, aimed, and shielded so that light is directed only on those features. Such fixtures shall be aimed or shielded so as to minimize light spill into the dark night sky;
- d. The location, height and design of light fixtures should correspond to anticipated use. Lighting of pedestrian paths with bollards and generally smaller fixtures at a human scale is encouraged for use in illuminating changes in grade, steps, path intersections, seating areas and any other features along a movement path which, if left unlighted, would create an unsafe situation (See Article 10 Outdoor Lighting Standards for additional information).
- e. The design of lighting fixtures and their structural support should be of a scale and architectural design compatible with on-site buildings. A lighting fixture standard theme should be provided throughout the overall project, including multiple building projects.
- f. Security lighting that is both effective and attractive to promote a safe and secure facility should be provided. Lighting fixture placement should provide the best illumination for outdoor areas such as parking, shipping and receiving, pedestrian walkways, employee amenities, and work areas.
- g. Motion sensor lighting is encouraged. This lighting feature allows for a constant low illumination but may brighten to full strength when a motion is detected.

8. Site Accessories & Security

- a. Site accessories such as bicycle racks, storage areas, trash receptacles, planters, benches, shade structures and lighting shall be designed as integral components of the project. The architectural character and use of materials for these elements shall be consistent with the overall project design. Such features shall complement but not interrupt connecting walkways.
- b. Internal gyms with changing rooms, showers, and lockers to allow employees the year-round opportunity to bicycle or jog to work, and exercise during the day within buildings that are designed to be greater than 50,000 square feet and support over 100 total employees present onsite are encouraged.

- c. Silos, tanks, and other ancillary structures that are permitted within the zoning district shall be painted to match the primary buildings on site.
- d. Carpool spaces, electric vehicle charging stations, bike share locations, and ridesharing passenger pick-up and drop-off areas are encouraged.
- e. Projects may have specific security needs which should be incorporated into the site design of the projects.
- f. Security buildings and check point kiosks, if needed, shall be designed with the project and incorporated into the circulation plans. Adequate vehicle stacking and a rejection turnaround shall be provided.
- g. Sliding gates into loading areas visible from the street should be constructed with wrought iron or tubular steel and high-density perforated metal screening or equivalent durable material. The gate shall be architecturally integrated or painted to match or complement adjacent walls.
- h. The use of barbed wire and razor wire and similar fencing/security materials are prohibited.

9. Public Art

- a. Public art compatible in scale, material, and form with its surroundings is encouraged. When public art is provided consideration shall be given to the architectural, historical, geographical, and social/cultural context of the site.
- b. Murals and other forms of visual art may be appropriately integrated into the site provided that it does not function as additional signage by advertising a business, product, or service on site.
- c. Murals should not compete with or overwhelm existing architectural features such as windows with trim, moldings, entryways, or similar detailing. Murals shall be painted in designated areas of the building which fills a select plane or portion of the building. Application of murals over multiple planes of a building is prohibited.



SENSITIVE LAND USE ADJACENCY STANDARDS

- In select conditions, employment uses may be located directly adjacent to residential properties, schools, parks, and other sensitive uses. In order to protect and buffer these areas, proposed structures and activities need to be located and designed to avoid creating nuisances and hazards for adjoining sensitive land uses. The following shall be considered during the site design process to mitigate negative impacts when these conditions are present:
- Activities generating noise above 60 DB, traffic with traffic counts in excess of acceptable standards adjacent to a residential use, dust, or odor beyond what is allowable and activities using hazardous materials must be located internal to the site or adjacent to similar activities on alternative adjacent properties. The location of these activities adjacent to residential or other sensitive uses, such as schools, parks, playgrounds, libraries, and other similar uses, is prohibited.
  - Access and circulation driveways, trash and storage areas, and rooftop equipment must be located at least 250' from the property line of adjacent residential uses.
  - To maintain a livable environment, residential and non-residential uses should be separated using a combination of decorative masonry walls and landscaped open space buffers.
  - Parking lots should not have access on otherwise intact residential streets and should be separated from these streets by decorative masonry walls or appropriate landscape berms.
  - Windows shall be orientated to preclude a direct line of sight into adjacent, residential private open spaces. First floor windows may be appropriate if screened with walls or landscape.
  - Where structures back up to common open spaces of residential developments, parks or community facilities, setbacks and/or landscaped buffers shall be functionally and/or visually combined with the residential open space, where possible.





**B. Architecture & Building Design**

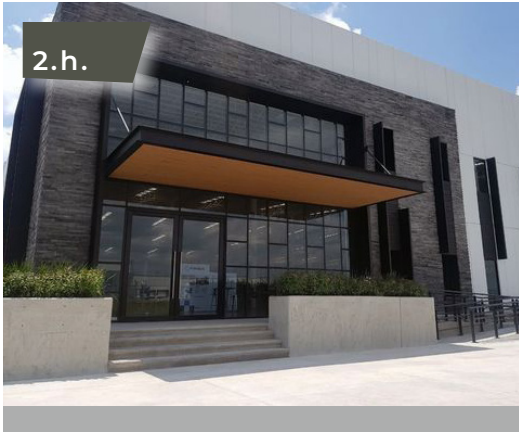
**1. Building Design**

- a. Proposed uses will dictate modern influences in the form, materials and style of the architecture throughout the development and shall be consistent with the desert environment.
- b. Buildings within the same planned development shall be designed to provide a clear, unified, and easily identifiable image. Methods to achieve this include using similar architectural styles and materials, complementary roof forms, signs, colors, and decorative pavement.
- c. Stand-alone buildings within larger developments should maintain a stylistic or thematic expression that ties the individual building to the larger development. However, precise replication of building design is discouraged.
- d. Corporate identity and design themes should be secondary to the character of the surrounding neighborhood or community and be consistent with the architecture style of the larger development.
- e. Consistent architectural style shall be used for a building and the site elements that relate to it (i.e. security buildings, screen walls, planters, trellises, benches, bollards, garbage containers, street furniture, etc.).
- f. Buildings on a corner should treat both street sides as "fronts" and include pedestrian-friendly building design features such as windows, doors, walkways, and signage along both streets. If the lot does not reasonably support the ability for the building to treat both streets as fronts, the primary entrance and facade should face the primary street. The secondary front should include windows and use landscaping to create an attractive street edge.
- g. Building facades with varied front setbacks should be provided to give visual interest from public view. Facades should be articulated to provide a visual effect that is consistent with the character and scale of the area.
- h. Ideally, rear and side-wall elevations should provide building offsets and architectural details similar to the front facade. However, all elevations generally visible from public view shall reflect the overall design, colors and textures used on the front facade.
- i. Taller buildings or portions of a building should be located internally to a site with buildings stepping down in height as they reach the edges of sites that are adjoined by smaller scaled development.
- j. Pre-cast walls/tilt-up shall incorporate reveals, recessed panels, recessed windows, molding, and other architectural features to articulate the building exterior. All concrete pre-cast/tilt-up buildings should be designed to have an exterior appearance of conventional built structures utilizing surface treatments such as stucco, plaster, glass, stone, brick, or decorative masonry.
- k. Internalize roof drain elements within the building or apply an architectural feature where roof drains are visible from streets and public areas.
- l. Ladders for roof access should be mounted on the inside of the building or where they would not be visible from public view.



2. Building Massing

- a. All structures shall implement the following massing reduction techniques to add visual interest and help to diminish the perceived scale of buildings:
  - i. Implementation of material changes on all elevations;
  - ii. Provision of architectural relief in the form of architectural projections or building recesses (2-foot minimum); and, or,
  - iii. Changes in texture, materials or color (color shall not be used as the exclusive method).
- b. Buildings over 100,000 square feet shall be required to implement three or more of the following massing reduction techniques in addition to those stated above:
  - i. Use of horizontal and vertical architectural articulation;
  - ii. Use of varied architectural forms and shapes where consistent with the architectural style;
  - iii. Provide weather and sun protection, such as ornamental overhangs, awnings, canopies, etc. to create shade and shadow and mitigate climatic and solar conditions
  - iv. Recessed windows and other recesses, or other glazing techniques;
  - v. Recessed or projecting vertical column treatments;
  - vi. Articulating details around doors, windows, balconies, plate lines, recessed design elements, interesting cornice treatment details, exposed expansion joints, reveals, change in texture, grillwork or other methods of visual relief;
  - vii. Additional architectural emphasis to certain parts of the building such as entries, corners, and/or showroom or office spaces.
- c. The extent and size of massing reduction techniques should relate visually to the overall scale of the building. In most cases narrow breaks on large buildings will not provide the desired effect.
- d. Breaks in massing need not be symmetrical, evenly spaced or uniform in appearance along an elevation. However, they must be designed in coordination with other enhancements provided along the facade in a manner that breaks up long stretches of flat and/or unarticulated building walls.
- e. Avoid long, repetitive, monotonous facades – particularly those that repeat the same design element several times along the same elevation
- f. When breaks in massing, materials changes or other enhancements occur at the corner of a building which is visible from public view, the treatment should be wrapped around the corner to provide a finished appearance to the corner element.
- g. Architectural enhancements should extend to upper portions of building walls that are visible from public view. This provision includes the upper area of walls where the lower portions are concealed by screen walls associated with loading areas and outdoor storage areas.
- h. Facades having a recognizable “base” feature are encouraged. In portions of the building with active uses, a higher level of fenestration is further encouraged on the ground floor. The base feature should be high enough to relate in proportion to the scale of the building. Examples of techniques that can be used are as follows:
  - i. Richly textured materials (i.e. tile or masonry treatments), panels or reveals;
  - ii. Materials and colors (color stripes are not acceptable as the sole treatment); and/or,
  - iii. Raised planters and other forms of enriched landscaping.







3. Building Entries

- a. Entry and office areas shall portray a quality appearance, relate visually to the rest of the building in terms of design and proportion, and should not appear as an added-on or unrelated element.
- b. Building entry and office areas shall be visually distinct and have a pedestrian orientation.
- c. Building entries and office areas should face and be oriented toward the street and incorporate window elements as a dominant feature.
- d. Main entries should be highlighted through the massing of the building. Entries should be emphasized by providing height differences or variations in the horizontal plane between entry/office elements and the rest of the building facade. Additional highlighting of office entries should also be provided through various architectural enhancements. This may include, for example:
  - i. Recessed entries;
  - ii. Windows or faux windows;
  - iii. Use of columns or colonnade;
  - iv. Arcades;
  - v. The use of bollards and other similar accent details;
  - vi. Provision of plaza, courts, seating areas or similar pedestrian oriented detail;
  - vii. Enhanced landscaping design and materials;
  - viii. Freestanding or attached entry structures provided they are compatible with and related to the building architecture and do not look like add-on afterthoughts;
  - ix. Changes in materials and textures; and,
  - x. Enhanced pedestrian surfaces;

- e. Doors and windows should appear substantial and should not be flush with the exterior finish. Doors and windows should be inset at least 2--3 inches from the front face of the exterior finish.

4. Roof Elements

- a. Roofs should be integral to the architectural theme of buildings. Rooflines should include appropriate variations to avoid long, continuous planes. A full pitched roof over an entire industrial building is not realistic. However, where feasible and appropriate to the architectural style for the building, a pitched roof element should be provided over the entry and/or office portion(s) of the structure and/or the corners of the structure.
- b. The rooflines of buildings should consider the design of rooflines of existing buildings as well as future buildings if designed as part of a campus setting. Roof lines may be used to help delineate building entries; introduce additional shapes, angles and shadows; and add visual relief to the tops of buildings, but should also be designed as an integral component of the form of the building, its mass and facade.
- c. Roof mounted mechanical equipment shall not exceed the height of the roof parapet or other architectural features so as to be completely screened from view. In instances where mechanical equipment must exceed parapet height proper screening shall be provided to ensure architectural integration.
- d. Brightly-colored and highly reflective roof surfaces (including unpainted galvanized metal roofing) that is visible from public view is prohibited.



5. Building Materials/Color

- a. Attractive, durable, quality materials shall be used. Predominant exterior building materials shall be of high quality, energy efficient, and durable. These include, but are not limited to:
  - i. Brick;
  - ii. Stone, natural or faux;
  - iii. Integral color, sand blasted or stained textured masonry;
  - iv. Split-face or scored concrete masonry units;
  - v. Textured tilt-up concrete panels;
  - vi. Stucco/EIFS;
  - vii. Metal roofs;
  - viii. Concrete and clay tile roofs;
  - ix. Light colored or reflective “cool roofs” (when not visible from public view);
  - x. Clear and tinted glass;
  - xi. Architectural metal; and,
  - xii. Prefabricated steel panels and corrugated metal where architecturally integrated.
- b. The use of materials that artificially simulate another material, such as stucco used to mimic wood, are discouraged.
- c. The use of decorative masonry block such as split face or slumpstone is discouraged as a primary building material unless substantial articulation and detail is provided.
- d. The use of various building materials (i.e. masonry, concrete texturing, cement, plaster, etc.) to produce effects of texture and relief that provide architectural interest are encouraged.
- e. Buildings should incorporate accent materials of a different texture or composition. Acceptable materials include glass, tile, decorative brick or stone, and painted metal accents.
- f. The use of metal siding exclusively on any building is prohibited. Metal siding used for accents on any development shall be of the decorative, architectural metal type. The use of corrugated metal siding is prohibited unless used as a decorative element to accent a particular architectural style.
- g. Material changes should not occur at external corners or offsets along a building façade to avoid a tacked-on appearance. Material changes should occur at “reverse” or interior corners or as a “return” at least four feet from external corners.
- h. Materials should be chosen to withstand abuse by vandals or accidental damage by machinery. False facades and other simulated materials and ornamentation are discouraged. High maintenance materials such as clapboard or shingles are prohibited.
- i. Metal buildings shall be architecturally treated on all four exterior sides of the building. If utilized, metal buildings shall employ a variety of building forms, materials, colors and other architectural treatments to add visual interest. Exterior materials should include stucco, plaster, glass, stone, brick, or decorative masonry.
- j. The use of compatible colors in a single facade or composition is required. Compatible colors add interest and variety while reducing building scale and breaking up plain walls.
- k. Change in color should always be accompanied by a change in plane and separated by a facade element, enhanced architectural detail or other means.



- l. Light, neutral colors of a natural/desert tone should be used on buildings to help reduce their perceived size. Contrasting trim and color bands that help break up the vertical monotony of flat walls are also required.
- m. For larger building surfaces, colors should be muted and subdued of a natural/ desert tone. Deeper colors may be used for accenting. Bright colors, and unusual patterns and color schemes are prohibited.





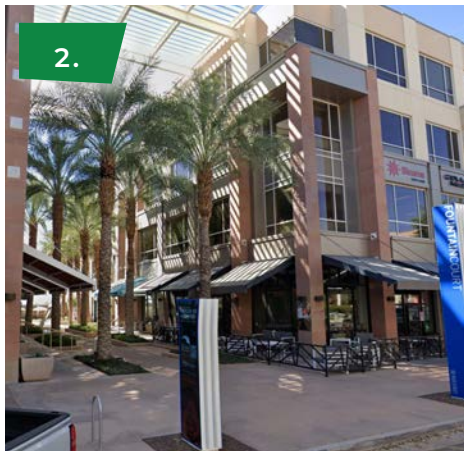
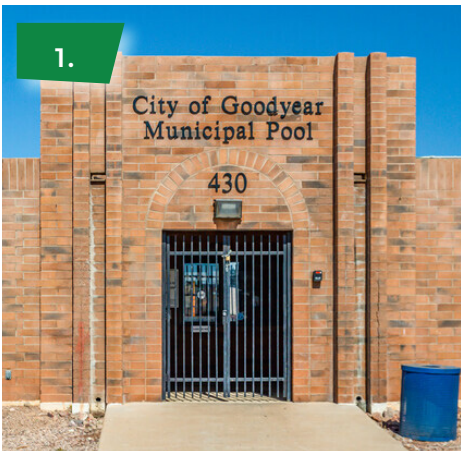


## CHAPTER 7 AREA SPECIFIC GUIDELINES

The Area Specific Guidelines consist of a series of provisions that recognize the importance and quality of particular geographic areas within the city. Where use specific guidelines apply, sites in certain designated areas must also comply with these Area Specific Guidelines.

While each area within this chapter addresses a unique condition, together they build and support positive experiences within the public realm, express the identity of individual neighborhoods, and foster the historical and cultural context of the city.





7.1 Historic Goodyear

Although a significant amount of development across Goodyear has occurred within the recent past, the city is over 75 years old. Consequently, while many buildings in the city are fairly new, there is a growing presence of buildings that qualify for historic status (i.e. are 50 years or older). As these buildings are renovated and/or repurposed, it will be important to preserve their historic integrity for future generations.

Where historic structures are preserved, the following guidelines should apply (note: locally or nationally designated historic assets have different standards and review processes).

- a. Preserve, repair, and replace, as appropriate, building elements and features that are important in defining historic character. Original building materials and features should not be removed, covered, or painted.
- b. Repair deteriorated materials or features in place, if feasible. When it is infeasible to retain materials or features, replacements should be made with in-kind materials or with substitute materials that convey the same form, design, and overall visual appearance as the original.
- c. Design building additions to be compatible with the massing, size, scale, and architectural features of an historic structure or site, while clearly reflecting the modern origin of the addition.

7.2 Established Neighborhoods and Thematic Character

Throughout the City exists well-established residential neighborhoods with a mix of single-family detached and attached homes, as well as select apartments. Although many of these established areas are not expected to change substantially in the coming years, additional development in remaining vacant parcels is anticipated to continue. New development in these areas should respect existing structures and character and find opportunities to enhance the neighborhood.

- a. Development sites are encouraged to preserve existing structures or neighborhood development patterns (e.g., building setbacks, height, materials) to the greatest extent possible.
- b. Design infill residential development to be sensitive to the scale, character and identity of adjacent existing development.
- c. Use materials and architectural features that respect the existing style and character.
- d. Utilize consistent street furnishings, lighting fixtures, landscaping and hardscape materials to carry-forward existing design features and/or introduce additional character enhancing elements.
- e. Embrace and enhance the themes and naming conventions within those established communities



7.3 Major Corridors

A. Principal Arterial Corridors

Principal arterial corridors function as “front doors” to the city where most residents and visitors initially experience Goodyear’s cultural and aesthetic identity. These corridors should reflect their role as key entrances to the city where specially designed landmark elements should be focused.

- 1. Create visual gateways through streetscape design, furnishings, public art, signage, landscaping, lighting, and pavers to create a sense of entry and city character.
- 2. Provide streetscape treatments that relate to adjacent land uses, improve the environment, and create an attractive and pleasant experience for those who choose to walk, bike, or drive
- 3. Complement street improvements with distinctive building massing and design.
- 4. Whenever possible, design projects and buildings that support access and reduce conflicts between all travel modes.
- 5. Locate active uses, such as retail, restaurants, hotel lobbies, offices, and flex space at the ground level, directly adjacent to and facing streets, as appropriate.

B. Freeways

With Goodyear’s accessibility to freeways come potential impacts, specifically: noise, air pollutants, obstructed views, and disruption to vehicle and pedestrian mobility. Careful site planning and building design can help reduce these impacts.

- 1. In general, buildings directly adjacent to a freeway should not contain residential uses. Where such buildings do contain residential uses: Set back buildings from the freeway and buffer with landscaping, open space, and/or off-street parking to provide a visual barrier to the freeway or freeway sound wall.
- 2. Consider screening from the freeway in the selection and location of planting materials.
- 3. Offer appropriate level of sound/vibration insulation in windows and walls. Facades should be constructed with substantial weight and insulation. Construct exterior walls with soundboard underlayer or resilient layer.
- 4. Use double doors and/or solid core doors with perimeter weather stripping and threshold seals.





A. 1.



A. 5.



A. 5.



A. 1.



A. 4.



A. 4.



7.4 West Goodyear

West Goodyear, recognized by its continual agrarian theme, pays homage to both its historical and contemporary significance. As new developments progress they shall take the existing theme in to consideration and artfully blend the established agrarian roots with modern architectural elements, enriching the overall aesthetic of West Goodyear.

A. Design, Theme, and Entrance Elements

1. The primary and secondary entrances into the community shall incorporate enhanced collector designs (decorative planters with metal decorative plants and trellises), with bike lanes, detached sidewalks, and landscaped medians
2. A white rail fence/steel pipe/faux wood fence shall be provided at the primary and secondary entrances into communities as well as at the hard-exterior corners of a project where the development edge meets a planned or future collector or arterial road.
3. Where perimeter walls are used, they should match the color and theme of surrounding development and in addition be landscaped or provide white rail fence/steel pipe/faux wood fence.
4. Lattice pergolas with benches shall be provided for at the primary and secondary entrances, parks, trail and path entrances, and at the hard-exterior corners of a project where the development edge meets a planned or future collector or arterial road.
5. Farm and rustic artistic elements should be incorporated into the theme of the development.
6. Projects within West Goodyear shall be called "<Project Name> at West Goodyear"
7. A "West Goodyear" monument sign or "<Project Name> at West Goodyear" monument sign shall be placed on the respective primary entrances and secondary entrances and are encouraged to read "<Project Name> at West Goodyear".
8. The West Goodyear Design, Theme, and Entrance Elements shall be maintained by the HOA.



**GLOSSARY**



GLOSSARY

**Aesthetics:** Pleasing appearance. The science and philosophy of beauty. If something is aesthetic, it has beauty or is artistic.

**Arcade (Architectural):** An arched roof or covered passageway.

**Articulation:** Describes the degree or manner in which a building wall or roofline is made up of distinct parts or elements. A highly articulated wall will appear to be composed of a number of different planes, usually made distinct by their change in direction (projections and recesses) and/or changes in materials, colors or textures.

**Building Mass:** The height, width, and depth of a structure.

**Caliper:** The diameter in inches of the tree trunk three feet above the base of the tree.

**Canopy:** A projection over a niche or doorway; often decorative or decorated. The overhead spread of branches of a tree.

**Colonnade:** A row of columns supporting a roof structure.

**Cornice:** The horizontal projection at the top of a wall; the top course or molding of a wall when it serves as a crowning member.

**Curb Cuts:** The elimination of a street curb to enable vehicles to cross sidewalks and enter driveways or parking lots.

**Development, multiple-lot:** a development or subdivision which contains two or more parcels of land.

**Development, single-lot:** a development which contains a single parcel of land.

**Dormer:** A projection from a sloping roof that contains a window.

**Eaves:** The lower edge of a sloping roof; that part of a roof of a building which projects beyond the wall.

**Electric Vehicle Supply Equipment (EVSE):** The equipment or hardware used to supply electricity to electric vehicles for the purpose of recharging their batteries including but not limited to connectors, cables, electrical conductors, related equipment, and any other infrastructure necessary to deliver electric power to an EV in a safe and efficient manner.

**Facade Articulation:** Stepping back or moving forward a portion of a building facade for the purpose of breaking up the building mass.

**Fascia:** The outside horizontal board on a cornice.

**Fenestration:** The arrangement and design of windows in a building.

**Hardscape:** The use of hardened surfacing materials such as colored, stamped concrete, pavers, pavement texturing and the like to create unique patterns of color, design and texture in order to create visual interest.

**Historic Goodyear:** Generally consisting of land located south of Van Buren Street, East of Litchfield Road, North of Western Avenue (along with commercial property located along the south side of Western Ave), and West of the La Jolla Boulevard/4th Avenue alignment. Shall also include land located South of La Canada Boulevard, West of Central Avenue, North of Loma Linda Boulevard, and East of La Jolla Boulevard.

**Housekeeping Unit:** One (1) or more individuals living, sleeping, and cooking in a single dwelling unit who share housekeeping tasks and responsibilities as an interdependent unit.

**Molding:** An ornamental strip used to decorate a surface.

**Mullions:** The divisional pieces in a multi-paned window.

**Parapet:** A low wall generally running around the perimeter of a flat roof.

**Perimeter Unit:** A residential unit that is located on the outer edge or boundary of a development

**Pilaster:** A column attached to a wall or pier.

**Pitch:** The slope of a roof expressed in terms of ratio of height to span.

**Pop-out:** Applied to exterior walls, pop-outs create shadow patterns and depths on the wall surfaces.

**Portico:** A porch or vestibule (lobby or passage between entrance and lobby) roofed and partly opened on at least one side.

**Rehabilitation, Renovation:** The modification of or changes to an existing building in order to extend its useful life or utility through repairs or alterations, while preserving the features of the building that contribute to its architectural, cultural, or historical character.

**Remodeling:** Any change or alteration to a building which substantially alters its original state.

**Restoration:** The careful and meticulous return of a building to its appearance at a particular time period, usually on its original site, by removal of later work and/or replacement of missing earlier work.

**Return:** A surface turned back from a principal surface, such as the side of a pilaster or the jamb of a window or door opening.

**Reveal:** The vertical side section of a doorway or window frame.

**Ridge:** The highest line of a roof where sloping planes intersect.

**Roof, gable:** A ridged roof forming a gable at both ends of the building. A gable is the generally triangular portion of a wall between the edges of a sloping roof.

**Roof, hip:** A hip roof, or hipped roof, is a type of roof where all sides slope downwards to the walls, usually with a fairly gentle slope. Thus it is a house with no gables or other vertical sides to the roof. A square hip roof is shaped like a pyramid. Hip roofs on rectangular houses will have two triangular sides and two trapezoidal ones. A hip roof on a rectangular plan has four faces. They are almost always at the same pitch or slope, which makes them symmetrical about the centerlines. Hip roofs have a consistent level fascia, meaning that a gutter can be fitted all around.

**Roof, shed:** A roof of only one slope (usually by extension)

**Trellis:** A lattice on which vines are often trained.

**Trim:** The decorative finish around a door or window; the architrave or decorative casing used around a door or window frame.

**West Goodyear:** Generally consisting of land located west of Loop 303 to the municipal limits, south of I-10, north of the Union Pacific Railroad, and excluding the Canyon Trails development.





CITY OF GOODYEAR

# Design Guidelines Manual Update





# Design Guidelines Manual Update

## CURRENT STATE



## FUTURE STATE



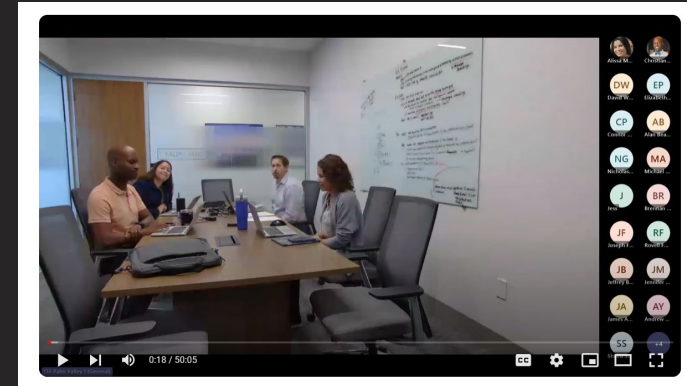


CITY OF GOODYEAR

# Design Guidelines Manual Update

## Timeline

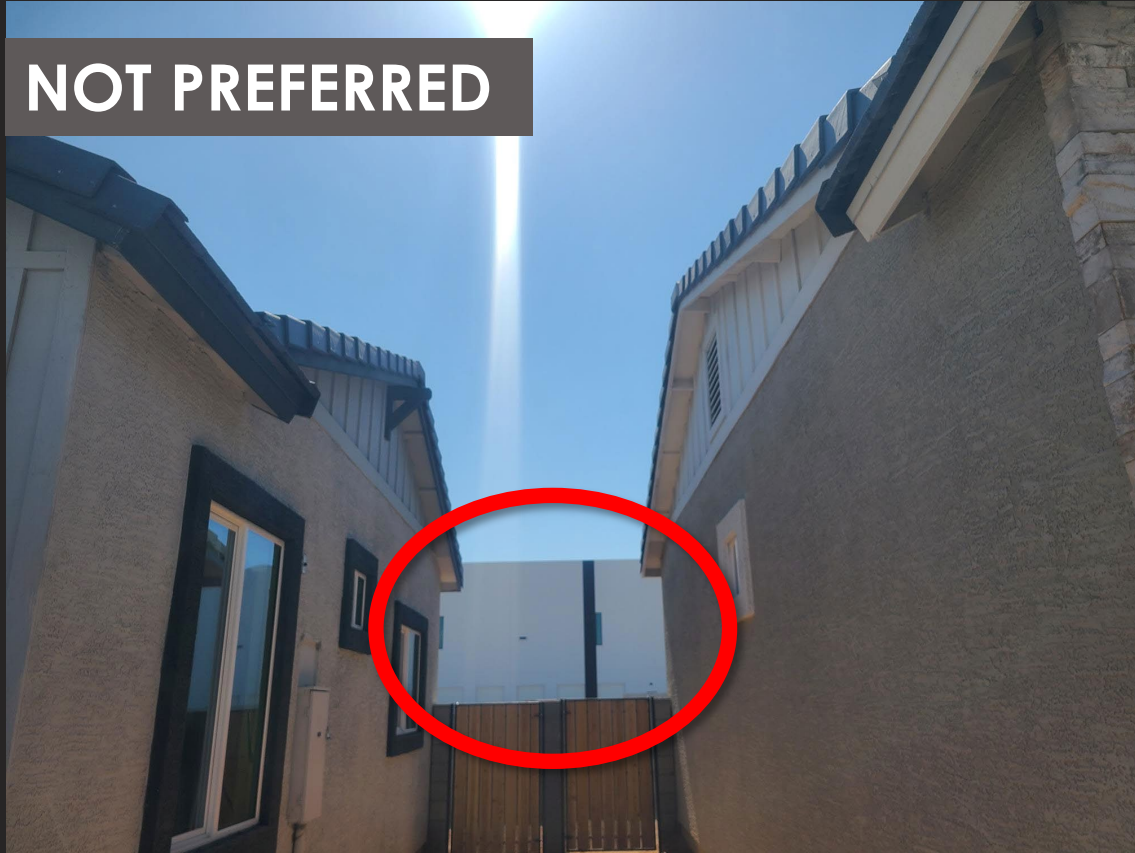
|                  |                              |
|------------------|------------------------------|
| Spring 2023      | Council Interview            |
| Fall 2023        | Official Project Kick-off    |
| Winter 2023/2024 | Public Outreach – Round 1    |
| Spring 2024      | Document Drafted             |
| Summer 2024      | Public Outreach – Round 2    |
| Fall 2024        | Document Review and Adoption |





# Land Use Transitions

**NOT PREFERRED**



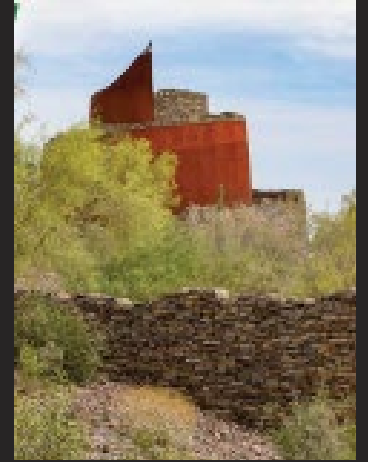
**PREFERRED**







# Variety



## From Past to Future







# High Quality and Options







# Affordability and Innovative Products

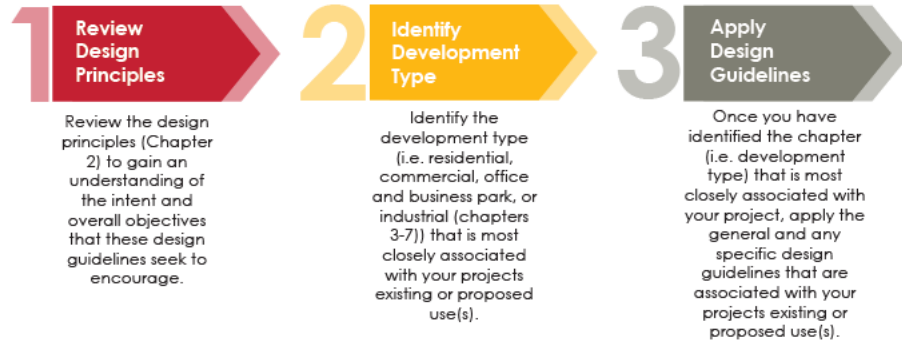




# Additional Clarity in Process

## CITY OF GOODYEAR

### 1.4. HOW TO USE THIS DOCUMENT



As applicants and reviewers apply these design guidelines, the following additional considerations will need to be kept in mind:

#### Application of guidelines

These guidelines are not one-size-fits-all. In some cases, trying to apply all of the guidelines to a project could produce unintended conflicts or undesirable outcomes within a design. Consequently, certain guidelines may be more appropriate than others or take precedent over others, depending on the context, scale and use of the project or unique circumstances. This includes the ability of the Zoning Administrator to determine the applicability of any "shall" statements based on their individual applicability to the product type and in relation to the "Design Principles" within this manual. Determination of a guidelines precedent over conflicting guidelines or the applicability of multiple guidelines shall be considered during the Design Review Process through evaluation against the "Design Principles" of this Manual.

#### Levels of reference and adherence

These design guidelines have two levels of reference: requirements and recommendations. The following associated language is used consistently throughout to communicate requirements (i.e. "shall", "must") versus recommendations (i.e. "should", "encouraged"). Development is required to comply with "shall" statements. In support, "should" statements reflect design conditions that are also important to address, but recognize that alternative approaches may also be effective in achieving desired outcomes. During the Design Review Process, applicants can propose alternatives to recommendation statements (i.e. "should", "encouraged") for consideration that meet the "Design Principles" as expressed in this Manual. Additionally, if a project is proposing to increase housing affordability, a special exception can be requested in accordance with Section 1.7 and an exception process has been established in Section 1.8 for Innovative Product Design.





## RECOMMENDATION

# Design Guidelines Manual Update

- Adopt Ordinance No. 2024-1 622 adopting the City of Goodyear Design Guidelines Manual





CITY OF GOODYEAR

# Design Guidelines Manual Update



ITEM #: 10.  
DATE: 11/18/2024  
AI #:2237



## **CITY COUNCIL ACTION REPORT**

**SUBJECT: DEANNEXATION OF RIGHT-OF-WAY ALONG MC-85**

**STAFF PRESENTER(S):** Guadalupe Ortiz Cortez, Senior Planner

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### **SUMMARY**

Request to deannex approximately 0.4673 acres of city right-of-way, generally located along MC-85 between the Maricopa County Flood Control District and the Buckeye Irrigation District canals.

### **STRATEGIC PLAN ALIGNMENT**



INFRASTRUCTURE

### **RECOMMENDATION**

ADOPT ORDINANCE NO. 2024-1625 DECREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR PURSUANT TO ARIZONA REVISED STATES SECTIONS 9-471.02 AND 9-471.03 BY DEANNEXING CERTAIN PUBLIC RIGHT-OF-WAY TO MARICOPA COUNTY SUBJECT TO APPROVAL BY THE MARICOPA COUNTY BOARD OF SUPERVISORS; DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE AND TO FORWARD A CERTIFIED COPY OF THIS ORDINANCE AND EXHIBIT A TO THE CLERK AND CHAIRMAN OF THE MARICOPA COUNTY BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE. (Guadalupe Ortiz Cortez, Senior Planner)

### **FISCAL IMPACT**

The subject property is to be deannexed from the city and annexed by Maricopa County, thus not incurring fiscal impacts to the city.

### **BACKGROUND AND PREVIOUS ACTIONS**

This item has not been previously presented to Council. The Lakin Park Bungalows Site Plan was administratively approved on May 17, 2023. The right-of-way being deannexed was dedicated to the city in the Final Plat for Bungalows at Lakin Park approved by City Council on September 9, 2024. The right-of-way was dedicated to the City at the request of Maricopa County Department of Transportation ("MCDOT") for improvements to the section of MC-85 adjacent to the platted property MCDOT was requiring the property owner to construct.

## **STAFF ANALYSIS**

The right-of-way for the existing section of MC-85 adjacent to the property included in the Final Plat for Bungalows at Lakin Park is located within the County. The additional right-of-way for MC-85 needed for the improvements to MC-85 MCDOT is requiring is located within the City of Goodyear. An aerial photo of the right-of-way is included as Attachment A. Pursuant to ARS 9-471.02 (I), a public right-of-way that is partially located within a city and partially located within the unincorporated area of a county may be deannexed and severed from the city and returned to the county pursuant to ARS §§ 9-471.02 and 9-471.03.

MC-85 is a county owned and maintained road. The Final Plat for Bungalows at Lakin Park provided for the dedication pursuant to a request from MCDOT. MCDOT staff indicated MCDOT wanted the improvements to MC-85 to comply with its requirements and MCDOT committed to accepting the right-of-way upon the city's deannexation of it. The proposed ordinance provides for the deannexation and severance of the right-of-way and the return of the right-of-way to Maricopa County subject to the fulfillment of the requirements set forth in A.R.S. § 9-471.03 by the Maricopa County Board of Supervisors. The Annexation Ordinance and associated Legal Description and Map are included as Attachment B. Once the Maricopa County Board of Supervisors has fulfilled the requirements set forth in A.R.S. § 9-471.03, the right-of-way will no longer be located within the boundaries of the City of Goodyear, but will be under the jurisdiction of Maricopa County and street improvement permits will be processed by the county.

This section of MC-85 right-of-way complies with the State Statutes for deannexation. No petitions or public hearings are required for a deannexation of city right-of-way to the county. Staff is recommending adoption of the proposed Ordinance.

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### **Attachments**

Attachment A - Aerial Photo

Attachment B - Ordinance No. 2024-1625

Staff Presentation



# Deannexation for Lakin Park MCDOT ROW



Deannexation for Lakin Park MCDOT ROW

## **ORDINANCE NO. 2024-1625**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR PURSUANT TO ARIZONA REVISED STATES SECTIONS 9-471.02 AND 9-471.03 BY DEANNEXING CERTAIN PUBLIC RIGHT-OF-WAY TO MARICOPA COUNTY SUBJECT TO APPROVAL BY THE MARICOPA COUNTY BOARD OF SUPERVISORS; DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE AND TO FORWARD A CERTIFIED COPY OF THIS ORDINANCE AND EXHIBIT A TO THE CLERK AND CHAIRMAN OF THE MARICOPA COUNTY BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 27, 2021, the Goodyear City Council adopted Ordinance 2021-1517 rezoning approximately 20 acres of property located south of MC85 and west of South Cotton Lane (the "Property") to MF-24 (Multi-Family Residential District) with a PAD Overlay (the Lakin Park Bungalows PAD Overlay); and

WHEREAS, a site plan for the development of a multi-family development of 218 for-rent bungalows to be known as the Bungalows at Lakin Park (the "Bungalows") on the Property was administratively approved on May 17, 2023, which included a stipulation that required that the two parcels upon which the Bungalows were to be developed be combined into one parcel; and

WHEREAS, the Property is adjacent to MC-85 and the Maricopa County Department of Transportation ("MCDOT") required that certain street improvements be made to the section of MC-85 adjacent to the Property (the "MCDOT Improvements"); and

WHEREAS, the existing right of way for MC-85 and the improvements thereon is located within the unincorporated area of Maricopa County;

WHEREAS, MCDOT asked the city to acquire as right-of-way approximately 0.4673-acres legally described and depicted in Exhibit A attached hereto located within the City of Goodyear (the "Right-of-Way") needed for the MCDOT Improvements and to deannex and return the Right-of-Way to the County; and

WHEREAS, the Final Plat for Bungalows at Lakin Park dedicating the Right-of-Way was approved on September 9, 2024 and was recorded on October 15, 2024 at Book 1825 Page 37 (Instrument 2024-0548052) of the Official Records of Maricopa County, Arizona; and

WHEREAS, A.R.S. §§ 9-471.02 and 9-471.03 provide a method of deannexation of land from a municipality to a county; and

WHEREAS, pursuant to A.R.S. § 9-471.02 (I) and § 9-471.03 (B), because the public right-of-way for MC-85 is partially located within the City of Goodyear and partially located within the unincorporated area of Maricopa County, the Right-of-way can be deannexed, severed from the City of Goodyear and returned to Maricopa County; and

WHEREAS, the Goodyear City Council desires to comply with the request of the County by deannexing the Right-of-Way, severing it from the City of Goodyear and returning the Right-of-Way to Maricopa County.

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

SECTION 1. Pursuant to A.R.S. §§ 9-471.02 and 9-471.03, the public right-of-way legally described and depicted in Exhibit A attached hereto is to be deannexed and severed by the City of Goodyear and returned to Maricopa County.

SECTION 2. Pursuant to A.R.S. § 9-471.03, the Goodyear City Council declares the public right-of-way legally described and depicted in Exhibit A attached hereto is deannexed and returned to Maricopa County upon fulfillment of the conditions set forth in A.R.S. § 9-471.03, which includes the adoption of an ordinance by the Board of Supervisors legally describing the public right-of-way and declaring the return of the public right-of-way to Maricopa County upon fulfillment of the conditions set forth in A.R.S. § 9-471.03.

SECTION 3. Upon fulfillment of the conditions set forth in A.R.S. § 9-471.03 for the deannexation of public right-of-way, the public right-of-way legally described and depicted in Exhibit A attached hereto is deannexed, severed and returned to Maricopa County and no longer part of the City of Goodyear, and the corporate limits of the City of Goodyear are reduced and decreased to exclude within the corporate limits of the City of Goodyear the public right-of-way legally described and depicted in Exhibit A attached hereto.

SECTION 4. The depiction of the public right-of-way in Exhibit A attached hereto accurately depicts the boundaries of the public right of way being deannexed and is an accurate map of the public right-of-way being deannexed. The Mayor of the City of Goodyear is authorized and directed, as may be required, to certify that said map is an accurate map of the public right-of-way conditionally deannexed under the provisions of this Ordinance.

SECTION 5. The City Clerk is hereby authorized and directed to do the following:

1. Record a copy of this Ordinance with the Maricopa County Recorder's Office
2. Forward a certified copy of this Ordinance, including Exhibit A attached hereto that legally describes and depicts the public right-of-way being deannexed, with the Clerk of the Maricopa County Board of Supervisors and to the Chairman of the Maricopa County Board of Supervisors.

SECTION 6. The deannexation provided for herein shall become effective in the manner provided by law upon approval of the Maricopa County Board of Supervisors.

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

\_\_\_\_\_  
Joe Pizzillo, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Darcie McCracken, City Clerk

\_\_\_\_\_  
Roric Massey, City Attorney



**BUNGALOWS AT LAKIN PARK  
DEANNEXATION  
LEGAL DESCRIPTION**

A portion of land being situated within the West Half of Section 26, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

**COMMENCING** at a found brass cap flush accepted as the South Quarter corner of said Section 26 from which a found half inch rebar accepted as the Southwest corner thereof bears North 89°44'33" West, 2647.68 feet;

Thence North 89°44'33" West, 1727.73 feet along the south line of the West half of said Section 26;

Thence leaving said south line, North 00°15'27" East, 1978.63 feet to a point on the southerly Right of Way line of MC 85 as recorded in Book 4, Page 22, Maricopa County Records, Arizona and also being the **POINT OF BEGINNING**;

**Thence the following two (2) courses along said southerly Right of Way line;**

Thence North 38°54'49" East, 496.86 feet to the beginning of a tangent curve concave southeasterly, having a radius of 5679.58 feet;

Thence northeasterly along said curve, through a central angle of 07°27'28", an arc length of 739.26 feet to a non-tangent line;

Thence leaving said southerly Right of Way line, South 72°25'25" East, 17.12 feet along the westerly line of the Flood Control District of Maricopa County as recorded in Document No. 2013-0542642 of Maricopa County Records, Arizona, to a non-tangent curve, concave southeasterly, having a radius of 5664.58 feet, the center of which bears South 43°32'43" East;

Thence leaving said westerly line, southwesterly along said curve, through a central angle of 02°11'58", an arc length of 217.44 feet to a non-tangent line;

Thence South 45°44'41" East, 5.00 feet to a non-tangent curve, concave southeasterly, having a radius of 5659.58 feet, the center of which bears South 45°44'41" East;

Thence southwesterly along said curve, through a central angle of 03°40'03", an arc length of 362.28 feet to a non-tangent line;

Thence North 49°24'44" West, 5.00 feet to a non-tangent curve, concave southeasterly, having a radius of 5664.58 feet, the center of which bears South 49°24'44" East;

Thence southwesterly along said curve, through a central angle of 01°40'27", an arc length of 165.52 feet to a tangent line;

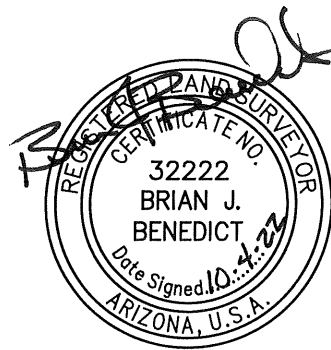
Thence South 38°54'49" West, 490.52 feet;

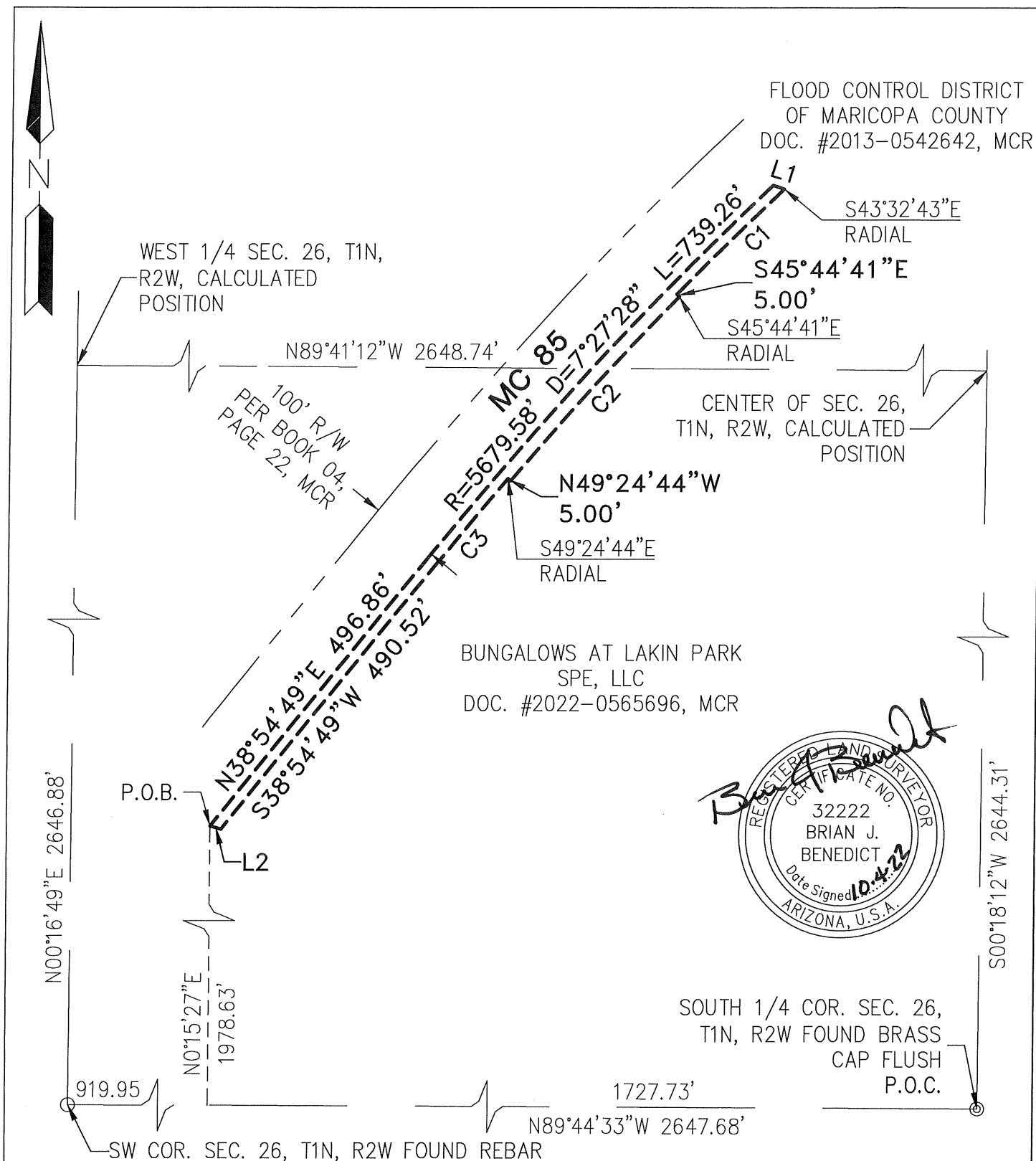
Thence North 74°00'29" West, 16.29 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 20,354 sq. ft. (0.4673 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC  
2141 E. Highland Avenue, Suite 250  
Phoenix, AZ 85016  
Project No: 1981  
Date: October 2022





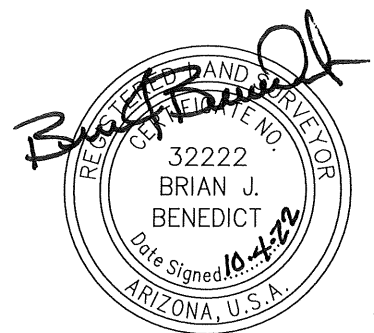
P.O.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT

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|                 |                         |  |
|-----------------|-------------------------|--|
| PROJ.NO.: 1981  | BUNGALOWS AT LAKIN PARK | <br><b>HILGARTWILSON</b><br>2141 E. HIGHLAND AVE., STE. 250<br>PHOENIX, AZ 85016<br>P: 602.490.0535 / F: 602.368.2436 |
| DATE: OCT 2022  | DEANNEXATION            |  |
| SCALE: N.T.S.   | GOODYEAR, ARIZONA       |  |
| DRAWN BY: RG    | <b>EXHIBIT</b>          |  |
| CHECKED BY: BJB |                         |  |

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE NO.   | DIRECTION   | LENGTH |
| L1         | S72°25'25"E | 17.12' |
| L2         | N74°00'29"W | 16.29' |

| CURVE TABLE |          |          |         |
|-------------|----------|----------|---------|
| CURVE NO.   | RADIUS   | DELTA    | LENGTH  |
| C1          | 5664.58' | 2°11'58" | 217.44' |
| C2          | 5659.58' | 3°40'03" | 362.28' |
| C3          | 5664.58' | 1°40'27" | 165.52' |

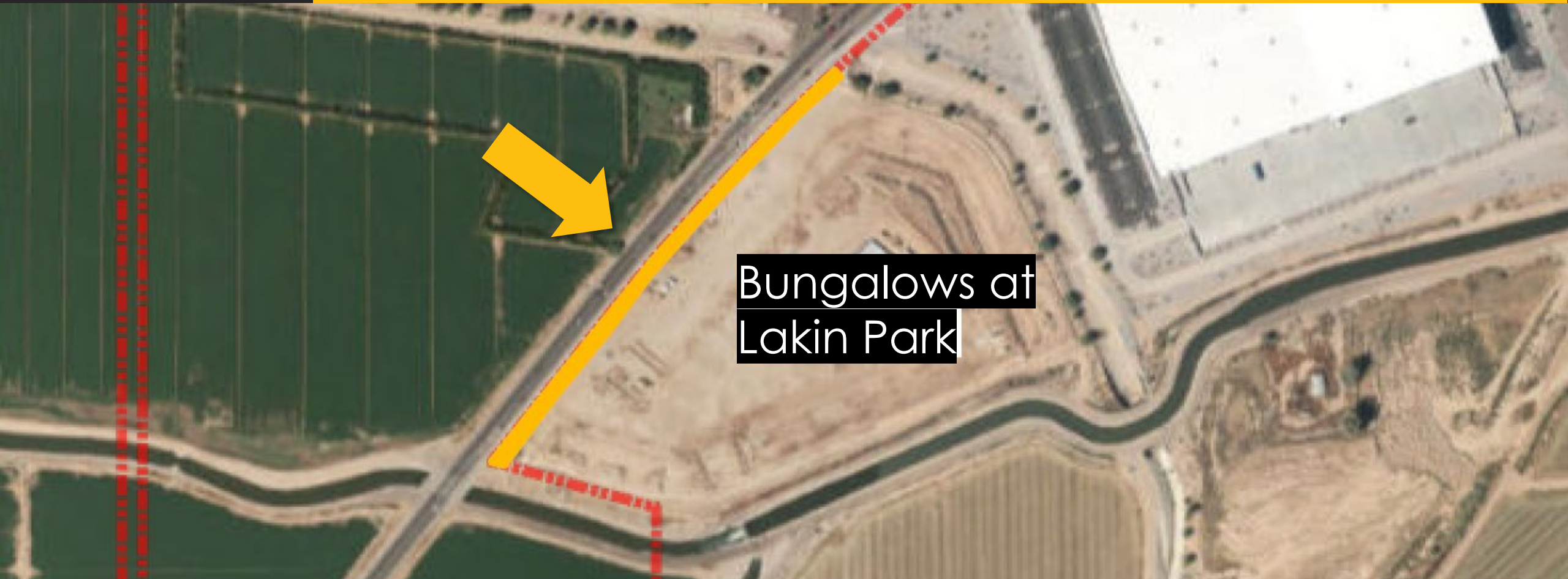


PAGE 2 OF 2

|                 |  |  |
|-----------------|--|--|
| PROJ.NO.: 1981  | BUNGALOWS AT LAKIN PARK<br>DEANNEXATION<br>GOODYEAR, ARIZONA<br><br><b>EXHIBIT</b> | <br><b>HILGARTWILSON</b><br>2141 E. HIGHLAND AVE., STE. 250<br>PHOENIX, AZ 85016<br>P: 602.490.0535 / F: 602.368.2436 |
| DATE: OCT 2022  |  |  |
| SCALE: NONE     |  |  |
| DRAWN BY: RG    |  |  |
| CHECKED BY: BJB |  |  |

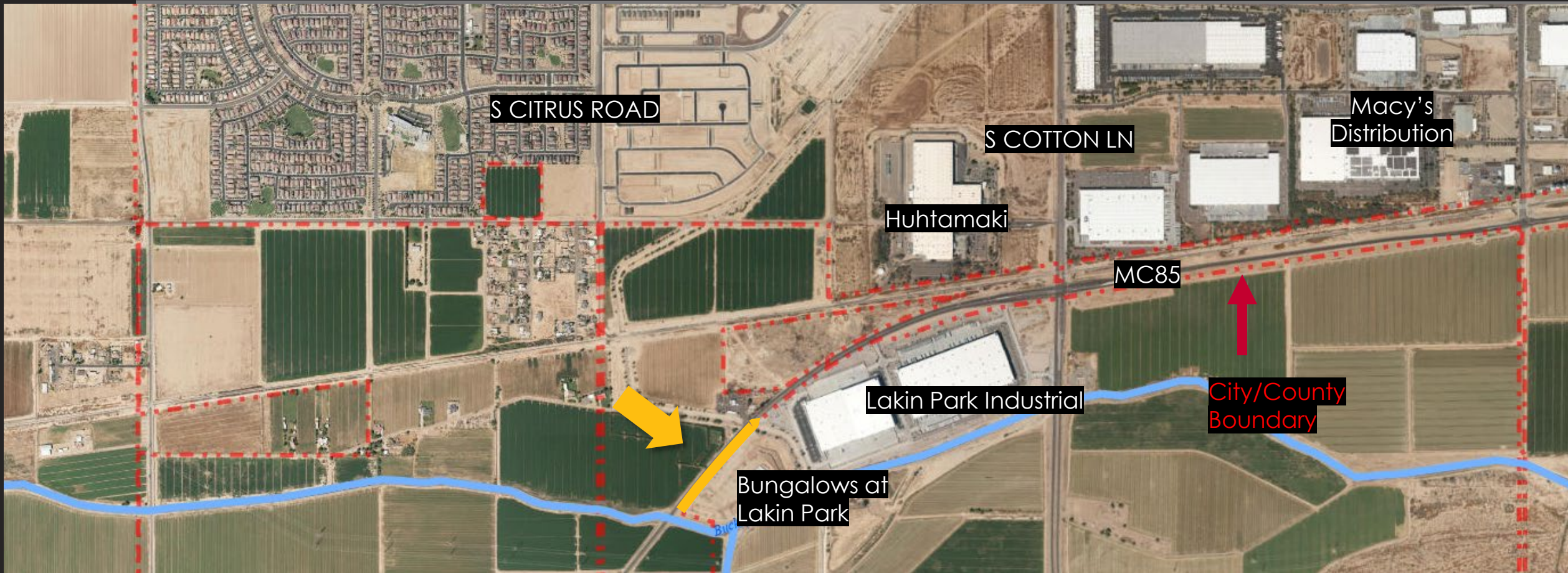


# DEANNEXATION OF RIGHT OF WAY ALONG MC-85





# MC-85 ROW DEANNEXATION



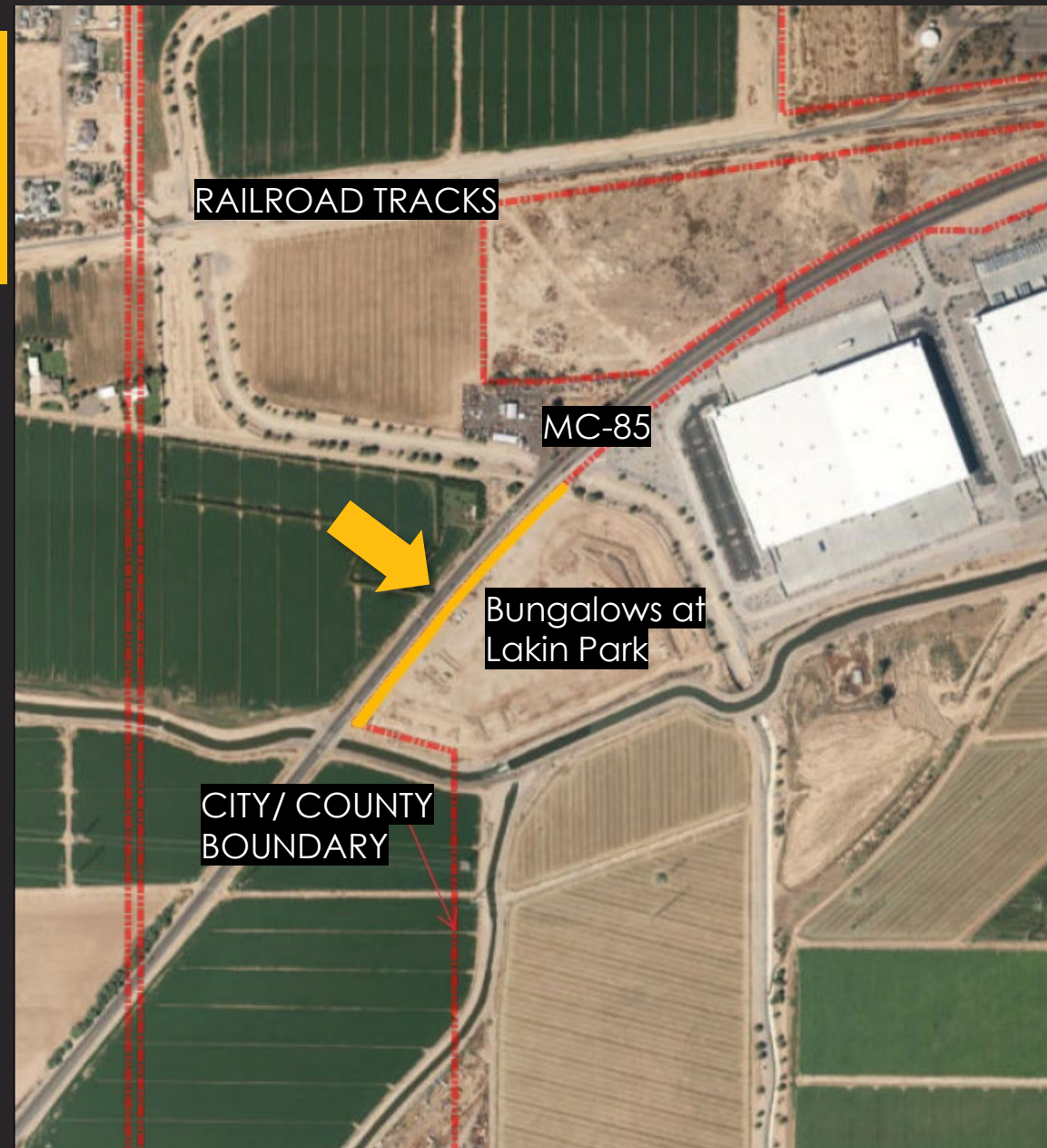




# MC-85 ROW DEANNEXATION

## Annexation Property

Approx. 0.4673 acres





Recommendation

# MC-85 ROW DEANNEXATION

- Adopt Ordinance No. 2024-1625