



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, March 3, 2025

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

Mayor
Joe Pizzillo

Vice Mayor
Wally Campbell

Councilmember
Brannon Hampton

Councilmember
Laura Kaino

Councilwoman
Vicki Gillis

Councilmember
Benita Beckles

Councilmember
Trey Terry



PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

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

NON-AGENDA ITEMS

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

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

AGENDA ITEMS

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

PROCEDURES

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



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

www.goodyearaz.gov/cityclerk

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER KAINO

COMMUNICATIONS

1. **RECOGNITION OF THE ESTRELLA FOOTHILLS HIGH SCHOOL STATE CHAMPIONSHIP SWIMMER & GIRLS VOLLEY BALL TEAM & DESERT EDGE HIGH SCHOOL FOOTBALL TEAM**

APPOINTMENTS

2. **APPOINTMENTS TO CITY BOARDS, COMMISSIONS AND COMMITTEES
RECOMMENDATION**

Approve the appointment to the Planning & Zoning Commission and appointment to the Arts & Culture Commission as recommended by the Council Subcommittee on City Boards, Commissions and Committees. (Jasmine Pernicano, Acting City Clerk)

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

3. **APPROVAL OF MINUTES
RECOMMENDATION**

Approve the February 24, 2025 Regular draft minutes. (Jasmine Pernicano, Acting City Clerk)

4. **APPROVAL OF NEW SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE FOR
QUIKTRIP #1503
RECOMMENDATION**

Recommend approval of Application No. 321230 to the Arizona Department of Liquor Licenses and Control (DLLC) for a New Series 10 (Beer and Wine Store) liquor license for QuikTrip #1503 located at 16575 W Indian School Rd, Goodyear, AZ 85395. (Jasmine Pernicano, Acting City Clerk)

5. **MUNICIPAL SPONSORSHIP FOR 2025 GILA RIVER INDIAN COMMUNITY REVENUE SHARING GRANT PROPOSALS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2451 SUPPORTING THE SUBMISSION OF 2025 GRANT APPLICATIONS BY 1N10 INC, 72 AND YOU, ALICE COOPER'S SOLID ROCK TEEN CENTERS, AUTISM SOCIETY OF GREATER PHOENIX, MENDING HEARTS FOUNDATION, NEW LIFE CENTER, SOUNDS OF AUTISM, AND VALLEY OF THE SUN UNITED WAY TO THE GILA RIVER INDIAN COMMUNITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO ACCEPT AND ADMINISTER SUBSEQUENT AWARDED FUNDS, AND ANY AMENDMENTS THERETO, AS A PASS-THROUGH GRANT. (Christina Panaitescu, Community Partnerships Program Manager)

6. **2025 GILA RIVER INDIAN COMMUNITY REVENUE SHARING GRANT PROPOSAL**
RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2452 AUTHORIZING THE SUBMISSION OF A PUBLIC SAFETY APPLICATION FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Christina Panaitescu, Community Partnerships Program Manager)

7. **EASEMENT GRANTING CINCINNATI REDS RIGHT TO ACCESS REDS FACILITIES FROM ADJACENT PROPERTY THROUGH BACK GATE**

RECOMMENDATION

Approve the Construction, Maintenance, and Access Easement Agreement with The Cincinnati Reds LLC and providing authorization to the city manager or her designee to take actions and execute documents necessary to carry out the intent of the agreement. (Bruce Kessman, Deputy Director Ballpark General Manager)

8. **APPROVAL OF A LICENSE AGREEMENT WITH CABLEVISION LIGHTPATH LLC FOR THE INSTALLATION OF A FIBER OPTIC NETWORK WITHIN THE CITY'S RIGHTS-OF-WAY**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2453 AUTHORIZING THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND CABLEVISION LIGHTPATH LLC, A DELAWARE LIMITED LIABILITY COMPANY PROVIDING FOR THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE AMENDMENTS TO THE LICENSE AGREEMENT ASSOCIATED WITH MINOR SCRIVENER ERRORS AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND OR CONDUIT FOR THE CITY'S EXCLUSIVE USE. (Philip Cochran, Assistant City Attorney)

BUSINESS

9. AGREEMENT FOR ENGINEERING, PROCUREMENT, AND CONSTRUCTION - BRINE DISPOSAL RECOMMENDATION

Approve the Engineering, Procurement, and Construction Agreement with the city of Buckeye and Arizona Public Service (APS) and approve authorization and direction to take actions and execute the documents necessary to carry out the intent of the agreement. (Barbara Chappell, Water Services Director)

INFORMATION ITEMS

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

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

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

March 17, 2025	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 posted on 02/26/2025 at 5:17 p.m. by VM.

ITEM #: 1.
DATE: 03/03/2025
AI #:2426



CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Mayor Pizzillo

SUBJECT:

**RECOGNITION OF THE ESTRELLA FOOTHILLS HIGH SCHOOL STATE CHAMPIONSHIP
SWIMMER & GIRLS VOLLEY BALL TEAM & DESERT EDGE HIGH SCHOOL FOOTBALL TEAM**

ITEM #: 2.
DATE: 03/03/2025
AI #:2455



CITY COUNCIL ACTION REPORT

SUBJECT: APPOINTMENTS TO CITY BOARDS, COMMISSIONS AND COMMITTEES

STAFF PRESENTER(S): Jasmine Pernicano, Acting City Clerk

SUMMARY

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

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the appointment to the Planning & Zoning Commission and appointment to the Arts & Culture Commission as recommended by the Council Subcommittee on City Boards, Commissions and Committees. (Jasmine Pernicano, Acting City Clerk)

FISCAL IMPACT

There is no direct fiscal impact associated with these appointments.

BACKGROUND AND PREVIOUS ACTIONS

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

The City Council Subcommittee met on November 20, 2024 and February 19, 2025. After a review of the applications and interviews, the City Council Subcommittee recommended the appointments to the Arts & Cultural Commission and Planning and Zoning Commission.

On January 9, 2025, City Council approved Ordinance 2025-1626, amending Goodyear City Code Article 3-9-3 updating the Goodyear Arts and Culture commission alternate members, allowing for up to three alternate members.

Per Goodyear City Code Article 3-9-3, section (F), the Arts and Culture Committee may adopt rules of procedures (Goodyear Arts & Culture Commission Bylaws, approved July 9, 2024), which allows for Alternates to serve a Four (4) year term.

STAFF ANALYSIS

The recommendations of the City Council Subcommittee are as follows:

ARTS AND CULTURAL COMMISSION

NAME	BEGINS	EXPIRES
Kimberly Hill (Alternate 2)	3/3/2025	3/2/2029

PLANNING AND ZONING COMMISSION

NAME	BEGINS	EXPIRES
Teri Roberts	3/13/2025	3/2/2028

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

ITEM #: 3.
DATE: 03/03/2025
AI #:2508



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the February 24, 2025 Regular draft minutes. (Jasmine Pernicano, Acting City Clerk)

Attachments

February 24, 2025 Regular Draft Meeting Minutes

City Council Regular Meeting

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



Monday, February 24, 2025

5:00 p.m.

Meeting Minutes

CALL TO ORDER

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

ROLL CALL

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

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

[Councilmember Terry participated by telephone.]

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER HAMPTON

COMMUNICATIONS

1. **RECOGNITION OF DEPUTY CHIEF JEFF MERCY 30 YEARS OF SERVICE WITH GOODYEAR POLICE DEPARTMENT**

Chief of Police Brian Issitt recognized Deputy Chief Jeff Mercy for his years of service and highlighted various points in his career.

Deputy Chief Mercy expressed gratitude to be able to serve the community. Council expressed appreciation for his years of service and congratulated Deputy Chief Mercy on his retirement.

2. **2024 CITIZENS OF THE YEAR RECOGNITIONS**

Citizen of the Year – Bonnie Lewis

Corporate Citizen of the Year – Friends of the Southwest Family Advocacy Center

Youth Citizen of the Year – Ameera Singh

Mayor Pizzillo presented proclamations recognizing Bonnie Lewis as the 2024 Citizen of the Year, the Friends of the Southwest Family Advocacy Center as the 2024 Corporate Citizens of the Year, and Ameera Singh as the 2024 Youth Citizen of the Year. Assistant to the Mayor, Rosalva Zimmerman, read the proclamations.

Bonnie Lewis, representatives of the Friends of the Southwest Family Advocacy Center, and Ameera Singh expressed their gratitude to the City and the Goodyear community for the recognition and ongoing support.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Jeff Redmon, Goodyear resident, expressed various concerns related to flight patterns, roadwork and freeways, warehouses and apartments, open space, campaign signs, volunteer programs, and the overall communication and follow up from the city.

Julie and Levi Haines, Goodyear residents, thanked the city for the quick follow up regarding Goodyear Little League and sports fields.

CONSENT

MOTION BY Councilmember Brannon Hampton, SECONDED BY Vice Mayor Wally Campbell to APPROVE Consent Agenda items 3 through 8. The motion carried as follows:

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

Passed - Unanimously

3. APPROVAL OF MINUTES

Approve the February 10, 2025 Regular Meeting. (Jasmine Pernicano, Acting City Clerk)

4. INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PHOENIX AND THE CITY OF GOODYEAR FOR USE OF FIRE APPARATUS

RECOMMENDATION

Approve IGA with City of Phoenix and providing authorization and direction to take actions and execute documents necessary to carry out the intent of the agreement. (Paul Luizzi, Fire Chief)

5. AUTHORIZATION FOR ACQUISITIONS OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE CIP#42058 MCDOWELL ROAD MEDIAN IMPROVEMENTS PROJECT

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2447 FINDING THAT ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE COMPLETION OF IMPROVEMENTS TO MCDOWELL ROAD BETWEEN DYSART ROAD AND APPROXIMATELY 694 FEET WEST OF LITCHFIELD ROAD TO DYSART ROAD. 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)

6. **ARIZONA CRASH INFORMATION SYSTEM DATA EXCHANGE AGREEMENT WITH ADOT**

RECOMMENDATION

Approve the Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) to provide City of Goodyear access to the Arizona Crash Information System and Crash Records Information System. (Erik Cesek, Assistant City Traffic Engineer)

7. **AUTHORIZATION FOR ACQUISITION OF PROPERTY INTERESTS NEEDED FOR THE ESTRELLA PARKWAY AND BALLPARK VILLAGE BOULEVARD TRAFFIC SIGNAL IMPROVEMENTS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2448 FINDING THAT ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE COMPLETION OF IMPROVEMENTS AT THE INTERSECTION OF ESTRELLA PARKWAY AND BALLPARK VILLAGE BOULEVARD 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)

8. **AUTHORIZATION OF THE EXPENDITURE OF FUNDS FOR APPROVED CIP PROJECT # 30015 - FIRE RESOURCE MANAGEMENT FACILITY**

RECOMMENDATION

Authorize the expenditure of funds up to \$1,760,500 for Capital Improvement Program (CIP) Project #30015 – Fire Resource Management Facility. (Steve Scinto, Director of Engineering)

In response to Council inquiry, Director of Engineering Steve Scinto clarified that the item was included in the approved budget and did not require an increase in funding for the project.

PUBLIC HEARINGS

9. **USE PERMIT FOR A CONVENIENCE USE (CONVENIENCE STORE WITH A GAS STATION)**

Mayor Pizzillo opened the Public Hearing at 5:40 p.m.

Senior Planner Justin Gabrielson presented a request for a use permit for a convenience store with a gas station at the southwest corner of MC-85 and South Estrella Parkway. He reviewed the surrounding area, project site proposal, zoning requirements, and the results of traffic studies conducted by the applicant. Mr. Gabrielson explained that the project includes a 5,312-square-foot convenience

store, an 8,176-square-foot auto fuel canopy area with 10 gasoline fueling pumps, accommodating up to 20 vehicles, and a 2,554-square-foot truck fueling canopy area with three semi-truck fueling bays, serving up to three semi-trucks at a time. He clarified that no truck stop services will be provided, and overnight parking will not be allowed. He then outlined the public participation process, which included a citizen review meeting. He noted that the Planning & Zoning Commission considered the item at its February 12, 2025, meeting and recommended forwarding approval to the City Council.

There being no public comments, Mayor Pizzillo closed the Public Hearing at 5:44 p.m.

Council discussed the proposal and confirmed that this project is not a truck stop and expressed support for the stipulations. In response to Council inquiry regarding State Route 30, Development Services Director Katie Wilken explained that the site's location would not impact driveway access to this location.

Mr. Gabrielson explained that there will also be an expansion of lanes on South Estrella Parkway and West Broadway Road. He also noted that the applicant met with the Arizona Department of Transportation (ADOT) to review these plans, which were found to be acceptable, and that the stipulations were included prior to the Planning and Zoning Commission meeting.

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Benita Beckles to APPROVE the Use Permit request for a Convenience Use (QuikTrip convenience store with a gas station) on a 5.13-acre portion of a 15.19-acre parcel (APN 500-06-040B) located at the southwest corner of MC-85 & South Estrella Parkway, subject to stipulations. The motion carried as follows:

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

Passed - Unanimously

BUSINESS

10. AMEND CHAPTER 3 OF GOODYEAR CITY CODE TO ADOPT REVISED POLICY AND GUIDELINES FOR THE AUDIT COMMITTEE AND ESTABLISH CITY AUDITOR PROGRAM

Finance Director Jared Askelson presented a request to amend city code to establish the Audit Committee and City Auditor Program, as outlined in the city's strategic plan. He explained that the ordinance includes creating a City Auditor position and forming an Audit Committee to replace the Council Audit Subcommittee, which will oversee the audit plan, audit reports, corrective actions, and Council reporting.

Council discussed the committee's reporting structure, the audit plan, and the timeline for recruiting the position and developing the initial audit plan. Mr. Askelson clarified that this internal audit program is separate from the annual comprehensive financial report audit and anticipates posting the recruitment soon, with the initial audit plan expected by summer. He added that the Audit Committee will adopt bylaws setting the structure, roles and responsibilities of the committee.

Acting City Clerk Jasmine Pernicano read Ordinance No. 2025-1628 by title only.

MOTION BY Vice Mayor Wally Campbell, SECONDED BY Councilmember Brannon Hampton to ADOPT ORDINANCE NO. 2025-1628 AMENDING CHAPTER 3 ADMINISTRATION OF GOODYEAR CITY CODE TO ESTABLISH A NEW SECTION, 3-1-10 CITY AUDITOR, AND NEW ARTICLE 3-18 AUDIT COMMITTEE, AUTHORIZATION OF FULL-TIME POSITION AND BUDGET AMENDMENT, THE PROVIDING FOR CORRECTIONS, SEVERABILITY; AND AN EFFECTIVE DATE. The motion carried as follows:

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

Passed - Unanimously

11. RESOLUTIONS TO AMEND THE CITIZEN WATER ADVISORY COMMITTEE BY-LAWS AND TEMPORARILY ASSIGN A TASK

Public Works Director Sumeet Mohan presented the request to amend the Citizen Water Advisory bylaws to add stormwater duties and temporarily assign a task to review and provide recommendations on solid waste rates. Mr. Mohan provided an overview of the committee, and discussed the solid waste rate review process.

Acting City Clerk Jasmine Pernicano read Resolution No. 2025-2449 and 2025-2450 by title only.

MOTION BY Councilmember Laura Kaino, SECONDED BY Vice Mayor Wally Campbell to ADOPT RESOLUTION NO. 2025-2449 APPROVING THE AMENDED BY-LAWS OF THE CITIZEN WATER ADVISORY COMMITTEE; AUTHORIZING STAFF TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND BY-LAWS; AND ESTABLISHING AN EFFECTIVE DATE and ADOPT RESOLUTION NO. 2025-2450 TEMPORARILY ASSIGNING THE CITIZEN WATER ADVISORY COMMITTEE TO REVIEW AND PROVIDE RECOMMENDATIONS ON SOLID WASTE RATES. The motion carried as follows:

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

Passed - Unanimously

12. AMENDMENT TO THE COMPREHENSIVE SIGN PACKAGE FOR VANTAGE DATA CENTERS

Senior Planner Kyle Abbott presented the Comprehensive Sign Package for the Vantage Data Centers and explained that the amendment would allow for the addition of a monument sign at the southeast corner of W. Van Buren Street and N. Bullard Avenue and adjustments to quantities, locations, and types of signs within the property.

MOTION BY Vice Mayor Wally Campbell, SECONDED BY Councilmember Benita Beckles to APPROVE the amended Vantage Data Centers AZ Campus Comprehensive Sign Package dated November 19, 2024, subject to stipulations. The motion carried as follows:

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

Passed - Unanimously

INFORMATION ITEMS

Council reported on various events taking place in the city. No action was taken. Councilwoman Gillis reported that she was appointed to serve on the National League of Cities Public Safety and Crime Prevention Federal Advocacy Committee. Councilmember Kaino reported that she attended a Congressional Dialogue on the Colorado River with Representative Greg Stanton.

City Manager Wynette Reed reported on a successful Spring Training opening weekend, which drew over 11,000 attendees, and the city's hosting of SkaterCon10, with more than 1,500 skaters. She expressed gratitude to staff from multiple departments and highlighted Goodyear Police Officer Zach Rand, who was featured on video at the event.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

March 3, 2025

Council Meeting

5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:20 p.m.

Jasmine Pernicano, Acting 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 February 24, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2025.

SEAL:

Jasmine Pernicano, Acting City Clerk

ITEM #: 4.
DATE: 03/03/2025
AI #:2443



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVAL OF NEW SERIES 10 (BEER AND WINE STORE)
LIQUOR LICENSE FOR QUIKTRIP #1503**

STAFF PRESENTER(S): Jasmine Pernicano, Acting City Clerk

OTHER PRESENTER(S):

Perry Charles Huellmantel, Agent

SUMMARY

Agent Perry Charles Huellmantel has submitted an application for a New Series 10 (Beer and Wine Store) liquor license on behalf of QuikTrip #1503, to be located at 16575 W Indian School Rd. The applicant is requesting that a recommendation of approval be forwarded to the Arizona Department of Liquor Licenses and Control (DLLC) for issuance of a liquor license.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Recommend approval of Application No. 321230 to the Arizona Department of Liquor Licenses and Control (DLLC) for a New Series 10 (Beer and Wine Store) liquor license for QuikTrip #1503 located at 16575 W Indian School Rd, Goodyear, AZ 85395. (Jasmine Pernicano, Acting 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 10 liquor license application was submitted by Mr. Huellmantel for the upcoming QuikTrip store (#1503) scheduled to open in February 2026. The application specifies that walk-up and drive-thru services are not offered on the premises. The City Clerk's office received the application from the DLLC on January 8, 2025, and the Public Hearing notice was installed on January 23, 2025, to comply with Arizona Revised Statute §4-201(b). This notice provided an opportunity for residents to voice their opinions; however, 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 (including Code Enforcement and Planning & Zoning) and neither

department had any comments. The application is included as Attachment A titled DLLC Local Governing Body Report.

STAFF ANALYSIS

A Series 10 liquor license is a non-transferable, off-sale retail privileges liquor license that allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. A series 10 license may fill and sell "growlers". Reference A.R.S. § 4-244(32).

The DLLC requires license owners, agents, and managers actively involved in the day-to-day operations of the business to complete a state-approved management training course prior to the issuance of a liquor license. The Sales/Training Manager has taken the state required Title 4 Basic & Management training. The store managers will also take the Title 4 Basic & Management training. In addition to completing the required training, a manager will be on site during all business hours. The training procedures call for all employees to be fully trained on state liquor laws upon hire and ongoing review. The training requires the employee to check a Valid ID for anyone who appears to be under the legal drinking age to purchase liquor.

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 there are no liquor licenses or K-12 school 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.

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 01/08/2025 @ 03:08:03 PM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	QUIKTRIP #1503		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	16575 W INDIAN SCHOOL ROAD GOODYEAR, AZ 85395 USA		
Mailing Address:	PO BOX 1833 TEMPE, AZ 85280 USA		
Phone:	(480)921-2800		
Alt. Phone:			
Email:	CHARLES@HUELLMANTEL.COM		

AGENT

Name:	PERRY CHARLES HUELLMANTEL
Gender:	Male
Correspondence Address:	PO BOX 1833 TEMPE, AZ 85280-1833 USA
Phone:	(480)921-2800
Alt. Phone:	
Email:	CHARLES@HUELLMANTEL.COM

OWNER

Name:	QUIKTRIP CORPORATION		
Contact Name:	PERRY CHARLES HUELLMANTEL		
Type:	CORPORATION		
AZ CC File Number:	F08755030	State of Incorporation:	OK
Incorporation Date:	05/14/1999		
Correspondence Address:	PO BOX 1833 TEMPE, AZ 85280 USA		
Phone:	(480)921-2800		
Alt. Phone:			
Email:	CHARLES@HUELLMANTEL.COM		

Officers / Stockholders

60th day
03-09-2025
105th day
04-23-2025

Name:
CADIEUX FAMILY HOLDINGS LLC
CHESTER EDOUARD CADIEUX III

Title:
Stockholder
CEO,Pres

% Interest:
45.00
10.00

QUIKTRIP CORPORATION - CEO,Pres

Name: CHESTER EDOUARD CADIEUX III
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: (918)615-7700
Alt. Phone:
Email:

QUIKTRIP CORPORATION - Stockholder

Name: CADIEUX FAMILY HOLDINGS LLC
Contact Name: PERRY CHARLES HUELLMANTEL
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: (480)921-2800
Alt. Phone:
Email:

CADIEUX FAMILY HOLDINGS LLC - Managing Member

Name: CHESTER EDOUARD CADIEUX II
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280
USA
Phone: (918)615-7700
Alt. Phone:
Email:

<h2>MANAGERS</h2>

Name: JAMES CHRISTOPHER ROBINSON
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: (480)446-6325
Alt. Phone:
Email: JROBINSO@QUIKTRIP.COM

Name: CHRISTOPHER MICHAEL CARLSON
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: (480)446-6335
Alt. Phone:
Email: CCARLSON@QUICKTRIP.COM

APPLICATION INFORMATION

Application Number: 321230
Application Type: New Application
Created Date: 12/03/2024

QUESTIONS & ANSWERS

010 Beer and Wine Store

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
Mabel Padgett Elementary School
15430 W. Turney Ave.
Goodyear, AZ 85395
+/- 1.36 miles
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Owner
- 4) Is there a penalty if lease is not fulfilled?
No
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$0
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
No
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
March 2026

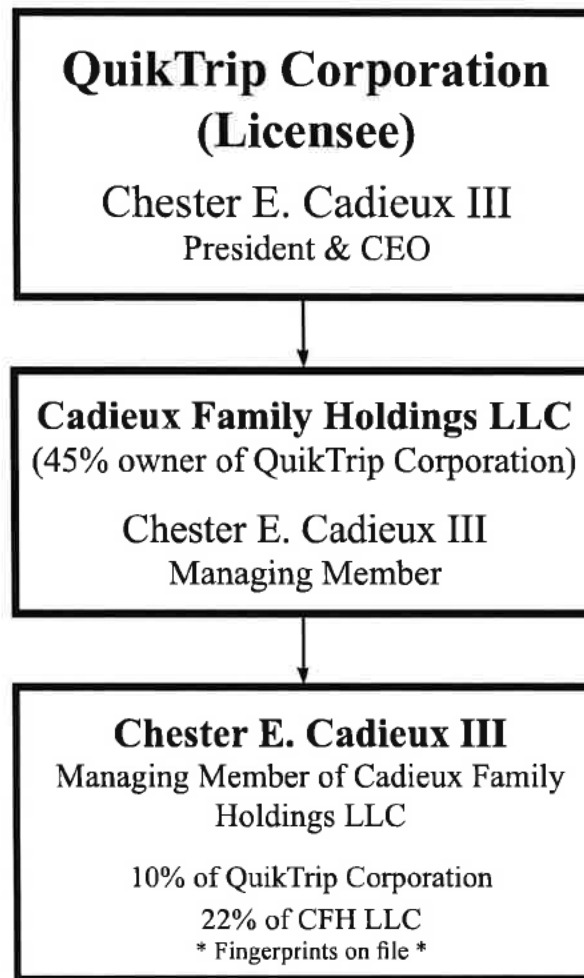
DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	1503 Floor Plan.pdf	12/03/2024
QUESTIONNAIRE	PCH - 1503 - Questionnaire.pdf	12/03/2024
QUESTIONNAIRE	QT - 1503 - CMC Questionnaire.pdf	12/03/2024
QUESTIONNAIRE	QT - 1503 - CEC.pdf	12/03/2024
ORGANIZATIONAL DOCUMENTS	QT - Liquor - Ownership Breakdown for Liquor Applications.pdf	12/03/2024
MISCELLANEOUS	C. Carlson - 2023 Training Certificates.pdf	12/03/2024
MISCELLANEOUS	C. Carlson Fingerprint Receipt.jpeg	12/03/2024
MISCELLANEOUS	PCH - Title 4 Training Certificate 6-18-24.pdf	12/03/2024
ALIEN STATUS	PCH Alien Status Form.pdf	12/03/2024
	QT 1503 PCH.pdf	12/20/2024
	QT 1503 CMC.pdf	12/20/2024
	QT 1503 CEC.pdf	12/20/2024

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL
Application for Liquor License

Section 6, Question #2

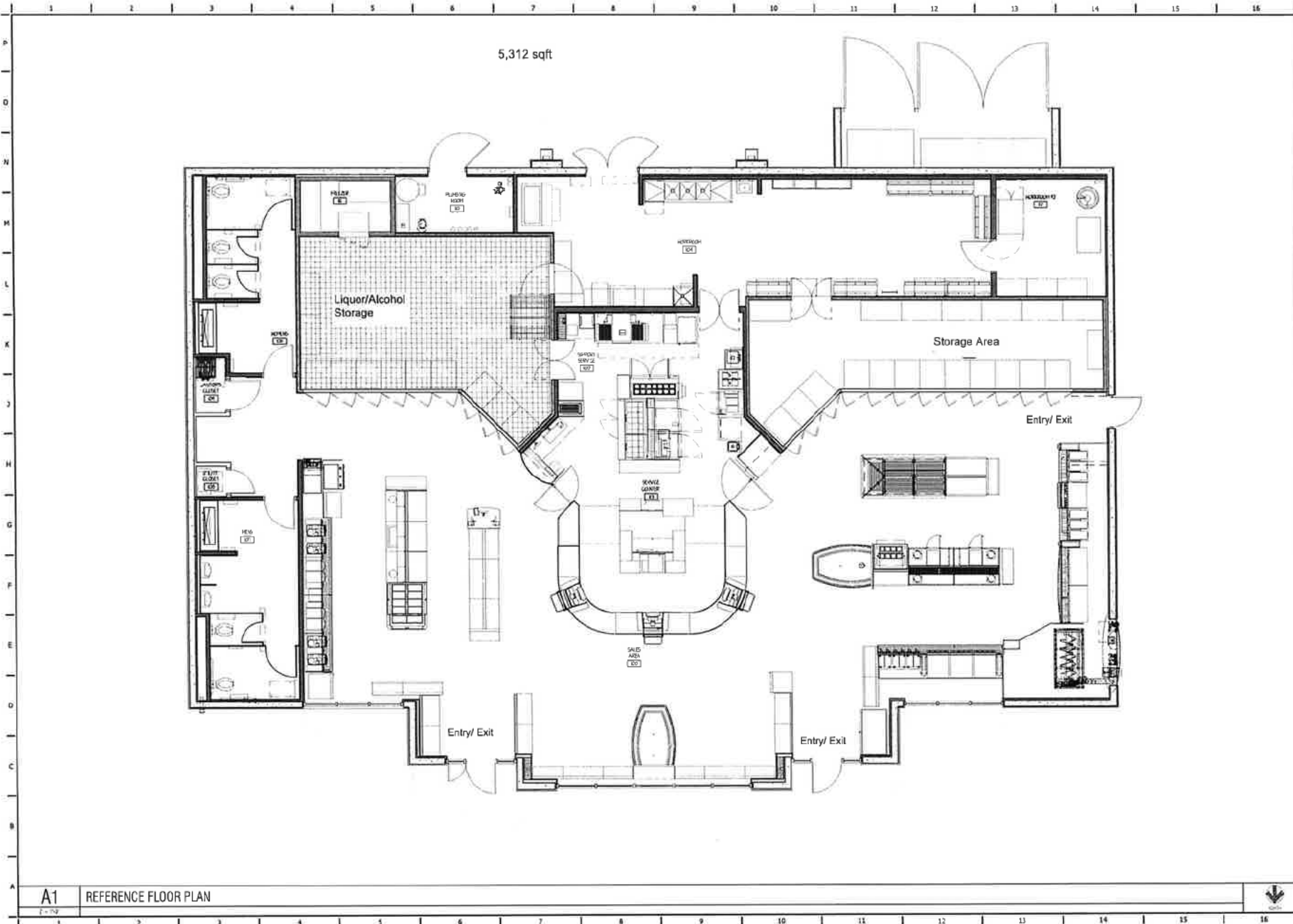
QUIKTRIP OWNERSHIP BREAKDOWN



* No other person or entity has a 10% or greater interest in the liquor license

24 12 4 13p, Dept 201142

24 12 4 Liv. Dept AM11:41



QuikTrip No. 1503

SEC INDIAN SCHOOL ROAD AND 16TH AVENUE
GOODYEAR, ARIZONA

QT

REV	DATE	DESCRIPTION

SHEET TITLE:
REFERENCE FLOOR PLAN

SHEET NUMBER:
A101

A1 REFERENCE FLOOR PLAN



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

DLLC USE ONLY

Fee:

Job #: 321230

Date Accepted: 01-08-2025

CSR: 86

Personal Information Questionnaire

FP current 06282024

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: Huellmantel Perry Charles
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: 08 / / 1988
6. Email address: charles@huellmantel.com
7. Home Address: [REDACTED]
8. Daytime phone #: (480) 921-2800 Alternative phone #:

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: PENDING
2. Business Name (doing business as): QuikTrip #1503
3. Business Address: 16575 W. Indian School Rd. Goodyear AZ Maricopa 85395

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

24 12 24 Lic. Exp. #1109

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: Christopher Carlson

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) Perry Charles Huellmantel 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: 12/13/24

Controlling Person Questionnaire
Perry Charles Huellmantel

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.

In the past 5 years, I have owned or been an agent of 168 licenses throughout the State of Arizona.

<u>License Number</u>	<u>License Type</u>	<u>Licensee</u>	<u>Premises Name</u>
06070272	006 Bar	SBH PHX LLC	BARSTOOL SCOTTSDALE
012070014516	012 Restaurant	HILDYCO LLC	BASE PIZZERIA
06070626	006 Bar	GRADUATE TEMPE LESSEE LLC	GRADUATE TEMPE
012070010110	012 Restaurant	DRAKE INVESTMENTS LLC	PORCH
006070022160	006 Bar	LOCAL EDITION DOWNTOWN LLC	PORCH
06070199	006 Bar	PORCH ARCADIA LLC	PORCH
010070023530	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUICKTRIP #1426
010070026005	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUICKTRIP #1434
10103524	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUICKTRIP #1460
010070018694	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIK TRIP #1417
010070018763	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIK TRIP #1431
010100018762	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIK TRIP #1468
010100018693	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIK TRIP #1474
10076277	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP # 1428
10103529	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP # 1452
10103536	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP # 1456
10103710	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP # 1464
10075251	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP # 471
10076707	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP # 488
10076079	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1400
10075880	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1401

010070012636	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1402
10076797	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1403
10076091	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1404
010070022711	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1405
10076868	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1406
010070004515	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1407
10076086	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1408
010070012539	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1409
010070012540	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1410
10075779	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1411
010070011903	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1412
010070011904	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1415
010070011902	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1416
010070017276	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1418
010070023272	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1419
10076045	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1420
010070012412	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1422
010070024772	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1423
10076651	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1424
010070013285	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1425
010070014417	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1427
010070024771	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1429
010070030691	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1430
010070012538	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1432
010070014528	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1433
010070011905	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1435


010070017274	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1437
010070026004	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1438
010070023528	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1439
010070013760	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1441
010070022770	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1444
010070022769	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1447
010070023527	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1449
10103525	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1450
10103527	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1453
10103603	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1454
10103647	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1461
10103733	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1463
010100011901	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1469
10103591	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1470
10103614	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1475
10103653	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1476
10103639	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1479
010100021877	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1480
10103516	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1482
10103656	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1483
10103601	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1487
10103530	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1490
010100013271	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1491
10103543	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1492
10103528	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1493
10103605	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1496

010100023365	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1499
010070030348	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1507
10074236	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #400
10073816	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #401
10073959	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #402
010070030392	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #403
10074367	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #404
10076429	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #405R
10073892	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #406
10073986	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #407
10074140	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #408
10074620	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #409
10075655	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #410
10074950	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #411
10074402	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #412
10074224	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #413
10075742	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #414
010070022476	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #415
10073933	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #416
10074784	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #417
10075500	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #418
10076524	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #419R
10075572	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #420
10075590	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #421
10074759	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #422
10076650	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #423

010070017275	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #424
10074621	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #425
10073960	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #426
10074327	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #427
10074873	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #429
10073932	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #430
010070004514	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #431R
10076260	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #432
10075145	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #433
10075111	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #434
10074513	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #435
10076625	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #436
10113143	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #437
10073875	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #438
10074578	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #439
10073972	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #440
10074358	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #441
10075775	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #442
10076353	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #443
10074819	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #444
10075622	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #445
10074069	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #446
10074760	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #447
10074380	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #448
10076784	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #449R
010070013036	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #450

10073818	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #451
10074584	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #452
10075180	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #453
10076071	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #454
10073817	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #456
10074295	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #457
10073840	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #458
10075179	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #459
10076080	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #460
10073815	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #461
10074817	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #463
010070024044	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #464
010070023271	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #465
10074580	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #467
10074090	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #468
10075144	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #469
10074872	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #470
10076798	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #472
10076869	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #473
10075376	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #474
10073973	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #476
10075780	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #477
10075082	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #478
10074449	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #479
10075595	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #481
10113293	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #482

010070001682	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #484
10073853	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #485
10074999	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #486
10075373	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #487
010110014910	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #489
10076525	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #490R
10076063	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #492
10075584	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #493
10074070	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #494
09110001	009 Liquor Store	QUIKTRIP CORPORATION	QUIKTRIP #495
10075083	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #496
10076437	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #497R
10113120	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #499
012070019747	012 Restaurant	SFR 07, LLC	SPINATO'S PIZZERIA
012070014726	012 Restaurant	SFR 06 LLC	SPINATO'S PIZZERIA & FAMILY KITCHEN
07070412	007 Beer and Wine Bar	DISH HOSPITALITY LLC	THE GREEDY HAMSTER
006070019644	006 Bar	WHO'S TAVERN LLC	WHO'S TAVERN


Perry Charles Huellmantel

December 13, 2024

Date

Certificate # AZB-OFF-01209569

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

<input type="checkbox"/>	On-sale
<input checked="" type="checkbox"/>	Off-sale
<input type="checkbox"/>	On- and off-sale

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

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

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

Student Information

Perry Charles Huellmantel

Full Name (please print)

Signature

06/17/2024

Training Completion Date

* 1912 *

06/17/2027

Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.

Company Name

6504 Bridge Point Parkway, Suite 100, Austin, TX 78730

Mailing Address

(877) 881-2235

Daytime Contact Phone Number

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

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

Samantha Montalbano
Instructor Signature

06/17/2024

Day Mo Year

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

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

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

Bar (series 6)
Private Club (series 14)

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

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

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

July 11, 2013

Certificate # AZM-OFF-0120327

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

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

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

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

Student Information

Perry Charles Huellmantel

Full Name (please print)

Signature

06/17/2024

Training Completion Date

* 1912 *

06/17/2027

Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.

Company Name

6504 Bridge Point Parkway, Suite 100, Austin, TX 78730

Mailing Address

(877) 881-2235

Daytime Contact Phone Number

I, Samantha Montalbano, certify that the above named individual did successfully complete

Instructor Name (please print)

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

Instructor Signature

06/17/2024

Day Mo Year

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

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

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

Bar (series 6)
Private Club (series 14)

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

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

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

July 11, 2013



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

DLLC USE ONLY

Fee:

Job #: 321230

Date Accepted: 01-08-2025

CSR: SG

Personal Information Questionnaire

805-627

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: Cadieux III Chester Edouard
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: Oklahoma
(NOT a public record)
5. Are you a resident of Arizona? ☐ Yes ☒ No Date of residency: / /
6. Email address: Choose not to disclose
7. Home Address: [REDACTED]
8. Daytime phone #: (918) 615-7700 Alternative phone #:

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: PENDING
2. Business Name (doing business as): QuikTrip #1503
3. Business Address: 16575 W. Indian School Rd. Goodyear AZ Maricopa 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

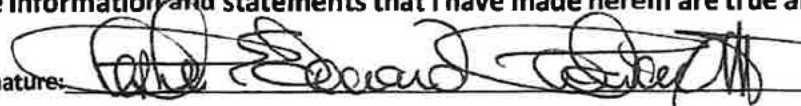
Name of persons who will be handling the day to day operations: Christopher Carlson

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) Chester Edouard Cadieux III 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: 12/13/24

Controlling Person Questionnaire
Chester Edouard Cadieux III

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.

In the past 5 years, I have owned or been a controlling person on 158 liquor licenses throughout the State of Arizona and over 1,000 liquor licenses across the United States.

Alabama

I am the controlling person on 7 liquor licenses for QuikTrip stores in Alabama.

Arizona

I am the controlling person on 158 liquor licenses for QuikTrip stores in Arizona.

<u>License Number</u>	<u>License Type</u>	<u>Licensee</u>	<u>Premises Name</u>
010070023530	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUICKTRIP #1426
010070026005	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUICKTRIP #1434
10103524	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUICKTRIP #1460
010070018694	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIK TRIP #1417
010070018763	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIK TRIP #1431
010100018762	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIK TRIP #1468
010100018693	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIK TRIP #1474
10076277	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP # 1428
10103529	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP # 1452
10103536	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP # 1456
10103710	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP # 1464
10075251	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP # 471
10076707	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP # 488
10076079	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1400
10075880	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1401
010070012636	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1402
10076797	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1403

10076091	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1404
010070022711	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1405
10076868	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1406
010070004515	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1407
10076086	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1408
010070012539	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1409
010070012540	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1410
10075779	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1411
010070011903	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1412
010070011904	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1415
010070011902	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1416
010070017276	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1418
010070023272	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1419
10076045	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1420
010070012412	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1422
010070024772	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1423
10076651	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1424
010070013285	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1425
010070014417	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1427
010070024771	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1429
010070030691	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1430
010070012538	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1432
010070014528	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1433
010070011905	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1435
010070017274	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1437
010070026004	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1438

010070023528	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1439
010070013760	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1441
010070022770	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1444
010070022769	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1447
010070023527	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1449
10103525	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1450
10103527	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1453
10103603	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1454
10103647	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1461
10103733	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1463
010100011901	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1469
10103591	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1470
10103614	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1475
10103653	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1476
10103639	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1479
010100021877	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1480
10103516	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1482
10103656	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1483
10103601	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1487
10103530	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1490
010100013271	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1491
10103543	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1492
10103528	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1493
10103605	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1496
010100023365	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1499
010070030348	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #1507

10074236	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #400
10073816	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #401
10073959	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #402
010070030392	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #403
10074367	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #404
10076429	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #405R
10073892	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #406
10073986	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #407
10074140	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #408
10074620	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #409
10075655	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #410
10074950	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #411
10074402	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #412
10074224	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #413
10075742	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #414
010070022476	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #415
10073933	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #416
10074784	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #417
10075500	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #418
10076524	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #419R
10075572	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #420
10075590	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #421
10074759	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #422
10076650	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #423
010070017275	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #424
10074621	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #425

10073960	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #426
10074327	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #427
10074873	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #429
10073932	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #430
010070004514	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #431R
10076260	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #432
10075145	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #433
10075111	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #434
10074513	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #435
10076625	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #436
10113143	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #437
10073875	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #438
10074578	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #439
10073972	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #440
10074358	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #441
10075775	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #442
10076353	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #443
10074819	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #444
10075622	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #445
10074069	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #446
10074760	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #447
10074380	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #448
10076784	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #449R
010070013036	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #450
10073818	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #451
10074584	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #452

10075180	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #453
10076071	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #454
10073817	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #456
10074295	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #457
10073840	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #458
10075179	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #459
10076080	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #460
10073815	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #461
10074817	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #463
010070024044	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #464
010070023271	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #465
10074580	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #467
10074090	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #468
10075144	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #469
10074872	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #470
10076798	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #472
10076869	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #473
10075376	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #474
10073973	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #476
10075780	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #477
10075082	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #478
10074449	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #479
10075595	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #481
10113293	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #482
010070001682	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #484
10073853	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #485

10074999	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #486
10075373	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #487
010110014910	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #489
10076525	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #490R
10076063	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #492
10075584	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #493
10074070	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #494
09110001	009 Liquor Store	QUIKTRIP CORPORATION	QUIKTRIP #495
10075083	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #496
10076437	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #497R
10113120	010 Beer and Wine Store	QUIKTRIP CORPORATION	QUIKTRIP #499

Arkansas

I am the controlling person on 3 liquor licenses for QuikTrip stores in Arkansas.

Colorado

I am the controlling person on 15 liquor licenses for QuikTrip stores in Colorado.

Georgia

I am the controlling person on 170 liquor licenses for QuikTrip stores in Georgia.

Illinois

I am the controlling person on 15 liquor licenses for QuikTrip stores in Illinois.

Iowa

I am the controlling person on 20 liquor licenses for QuikTrip stores in Iowa.

Kansas

I am the controlling person on 78 liquor licenses for QuikTrip stores in Kansas.

Louisiana

I am the controlling person on 4 liquor licenses for QuikTrip stores in Louisiana.

Mississippi

I am the controlling person on 7 liquor licenses for QuikTrip stores in Mississippi.

Missouri

I am the controlling person on 137 liquor licenses for QuikTrip stores in Missouri.

Nebraska

I am the controlling person on 15 liquor licenses for QuikTrip stores in Nebraska.

Nevada

I am the controlling person on 1 liquor license for a QuikTrip store in Nevada.

North Carolina

I am the controlling person on 41 liquor licenses for QuikTrip stores in North Carolina.

Ohio

I am the controlling person on 1 liquor license for a QuikTrip store in Ohio.

Oklahoma

I am the controlling person on 86 liquor licenses for QuikTrip stores in Oklahoma.

South Carolina

I am the controlling person on 76 liquor licenses for QuikTrip stores in South Carolina.

Tennessee

I am the controlling person on 5 liquor licenses for QuikTrip stores in Tennessee.

Texas

I am the controlling person on 293 liquor licenses for QuikTrip stores in Texas.


Chester Edouard Cadieux III

12-16-2024
Date



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

DLLC USE ONLY

Fee:

Job #: 321230

Date Accepted: 01-08-2025

CSR: SG

Personal Information Questionnaire

A0001991162 FP Current 04-05-2024

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: Carlson Christopher Michael
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: 01 / 01 / 1997
6. Email address: ccarlson@quiktrip.com
7. Home Address: [REDACTED]
8. Daytime phone #: (480) 446-6335 Alternative phone #: _____

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: PENDING
2. Business Name (doing business as): QuikTrip #1503
3. Business Address: 16575 W. Indian School Rd. Goodyear AZ Maricopa 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: Christopher Carlson

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) Christopher Manager Carlson 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: 12/13/24

Certificate # _____

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

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

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

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

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

Student Information

Christopher Carlson
Full Name (please print)

[Signature]
Signature

5/1/2023

Training Completion Date

5/1/2026

Certificate Expiration Date
(three years from completion date)

Training Provider Information

QuikTrip

Company Name

1116 E Broadway Rd Tempe AZ 85282

Mailing Address

(480) 446-6300

Daytime Contact Phone Number

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

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

[Signature]
Instructor Signature

5 / 1 / 2023

Day Mo Year

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

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

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

Bar (series 6)
Private Club (series 14)

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

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

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

Certificate # _____

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

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

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

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

Student Information

Christopher Carlson

Full Name (please print)

[Signature]

Signature

5/1/2023

Training Completion Date

5/1/2026

Certificate Expiration Date
(three years from completion date)

Training Provider Information

QuikTrip

Company Name

1116 E Broadway Rd Tempe AZ 85282

Mailing Address

(480) 446-6300

Daytime Contact Phone Number

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

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

[Signature]

Instructor Signature

5 / 1 / 2023
Day Mo Year

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

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

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

Bar (series 6)
Private Club (series 14)

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

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

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

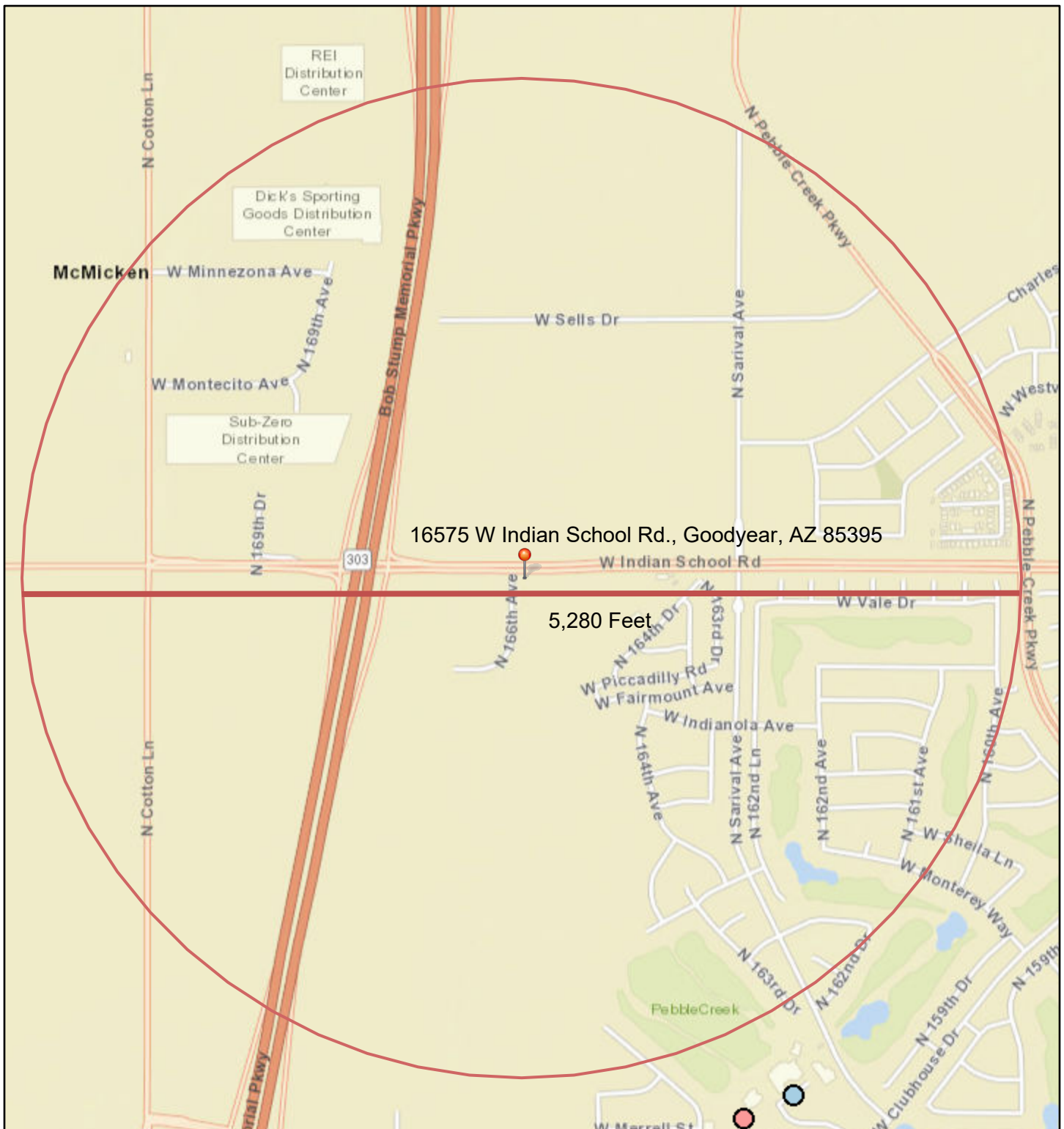
Liquor Licenses within One Mile – **QuikTrip #1503**

Applicant Address: 16575 W Indian School Rd., Goodyear, AZ 85395

Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
There are No Liquor Establishments within 1 Mile Radius			

Schools
There are No Schools within 1 Mile Radius

Liquor License Evaluation - QuikTrip #1503



1/14/2025, 11:24:06 AM

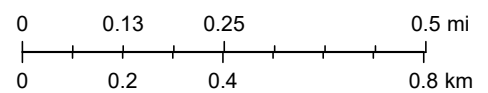
Features_All_Layers_Map_Service - City Limits

Liquor License

Bar

Unlicensed

1:18,056



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

Clerk and Recorder
City of Goodyear

ITEM #: 5.
DATE: 03/03/2025
AI #:2475



CITY COUNCIL ACTION REPORT

SUBJECT: MUNICIPAL SPONSORSHIP FOR 2025 GILA RIVER INDIAN COMMUNITY REVENUE SHARING GRANT PROPOSALS

STAFF PRESENTER(S): Christina Panaitescu, Community Partnerships Program Manager

SUMMARY

The Gila River Indian Community is seeking requests for funding proposals for their 2025 State Shared Revenue grant program. Proposals must address one or more of the following priority areas: economic development, education, healthcare, public safety, or transportation. Responses are due no later than March 31, 2025.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Sense of Community

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2451 SUPPORTING THE SUBMISSION OF 2025 GRANT APPLICATIONS BY 1N10 INC, 72 AND YOU, ALICE COOPER'S SOLID ROCK TEEN CENTERS, AUTISM SOCIETY OF GREATER PHOENIX, MENDING HEARTS FOUNDATION, NEW LIFE CENTER, SOUNDS OF AUTISM, AND VALLEY OF THE SUN UNITED WAY TO THE GILA RIVER INDIAN COMMUNITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO ACCEPT AND ADMINISTER SUBSEQUENT AWARDED FUNDS, AND ANY AMENDMENTS THERETO, AS A PASS-THROUGH GRANT. (Christina Panaitescu, Community Partnerships Program Manager)

FISCAL IMPACT

As a municipal sponsor, the City will act as a financial conduit between the Gila River Indian Community and the awarded organization and, as such, upon receipt of grant funds, the City will mail a check to the awarded organization covering one hundred percent (100%) of the funds received by the City for that purpose pursuant to the application submitted to the Gila River Indian Community. If awarded, appropriate budget amendments will be completed at that time.

BACKGROUND AND PREVIOUS ACTIONS

In 2002, Arizona voters approved Proposition 202, which implemented a new requirement that Tribal/State Gaming Compacts must include a provision that the compacting tribe would contribute a portion of its annual net gaming revenues (the "Annual Contribution") for the benefit of the general public. Pursuant to Proposition 202, each tribe may determine the recipients of 12 percent of its total annual contribution (the "State Shared Revenue grant program"). The State Shared Revenue Program (funded by the Cities, Towns and Counties Distribution Fund) makes grants to incorporated municipalities throughout the State of Arizona and may include non-profit organizations who obtain the support/endorsement of a city, town or county. Priority funding areas for the State Shared Revenue Program grants are economic development, education, healthcare, public safety and transportation.

Grants for programs and projects can range in total from \$1,000 to \$300,000 and can be paid out in installments to support the program for at least one but no more than three years. The Gila River Indian Community will determine the final amount and length of all grant awards; this may vary from the requested amount. The Gila River Indian Community will also consider capital requests of up to \$500,000 to be paid out in installments for at least one but no more than five years. However, the ultimate level of capital contribution will be at the discretion of the Gila River Indian Community based on interest in the project and available funding.

According to the Goodyear Grants Policy, adopted by Council in December 2020, for Goodyear to serve as a municipal sponsor, all of the following criteria must be met:

The applicant must be:

- Legally recognized by the IRS as a tax-exempt organization;
- Eligible to apply;
- In good standing with the City; and
- Be located in the City of Goodyear and/or the proposed project must directly serve City of Goodyear residents.

And, the application must:

- Meet the "public benefits" funding priorities of the Tribes.
- Not be in direct competition with an application submitted by the City to the same Tribal community during the same funding cycle.

STAFF ANALYSIS

Non-municipal public service organizations (such as public schools, fire districts, etc.), and non-profit organizations that have tax-exempt status from the IRS, are eligible to apply; however, must partner with a municipality for application submission ("municipal sponsorship") and must provide services that benefit the general public in or around that municipality. All grant awards are made and paid to Arizona cities, towns and counties. Non-municipal organizations that wish to apply must establish a relationship with a city, town or county who will receive the grant and then distribute awarded funds as appropriate. This is in accordance with Proposition 202, distributions by tribe to cities, towns and counties.

The following eight non-profit organizations have requested Goodyear's municipal sponsorship:

- 1n10 Inc desires to submit an application for \$3,877 to support LGBTQ+ youth attending satellite programs;
- 72 and You desires to submit an application for \$200,000 to support mental health therapy costs for youth;
- Alice Cooper's Solid Rock Teen Centers desires to submit an application for \$30,000 to support music lessons and mental health improvement;
- Autism Society of Greater Phoenix desires to submit an application for \$1,500 to support their Traveling Sensory Bin Project;
- Mending Hearts Foundation desires to submit an application for \$250,000 to support a Goodyear Family Empowerment Program;
- New Life Center desires to submit an application for \$50,000 to support emergency shelter

- overall programming;
- Sounds of Autism desires to submit an application for \$20,000 to support growth of the Workforce and Independent Living Skills program; and
- Valley of the Sun United Way desires to submit an application for \$300,000 to support Read On Southwest Valley Literacy Hub.

This resolution (included as attachment A) will serve as the City's intent to accept the grant as awarded, authorizing the City Manager to accept and administer subsequent awarded funds, and any amendments thereto, as a pass-through grant. Upon the City's distribution of the awarded funds to the non-city recipient, the City shall be considered released from any and all claims, demands, debts, liabilities, or obligations that may arise in the event that the non-city recipient fails for any reason to expend the awarded funds in accordance with their grant application to the Gila River Indian Community.

All eight applications meet the City's criteria for municipal sponsorship and staff recommends approval of their sponsorship requests. Staff does plan to bring forward an additional proposal for an internal application to support public safety equipment and supplies. Staff does not believe that application will be in direct competition with these sponsorship requests.

Attachments

Attachment A - Resolution 2025-2451

RESOLUTION NO. 2025-2451

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, SUPPORTING THE SUBMISSION OF 2025 GRANT APPLICATIONS BY 1N10 INC, 72 AND YOU, ALICE COOPER'S SOLID ROCK TEEN CENTERS, AUTISM SOCIETY OF GREATER PHOENIX, MENDING HEARTS FOUNDATION, NEW LIFE CENTER, SOUNDS OF AUTISM, AND VALLEY OF THE SUN UNITED WAY TO THE GILA RIVER INDIAN COMMUNITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO ACCEPT AND ADMINISTER SUBSEQUENT AWARDED FUNDS, AND ANY AMENDMENTS THERETO, AS A PASS-THROUGH GRANT.

WHEREAS, Arizona's Indian Gaming Compact provides that an Indian Tribe make twelve percent (12%) of its net annual State contributions to cities, towns, or counties for government services that benefit the general public; and

WHEREAS, private, not-for-profit organizations wishing to access Indian Gaming Funds ("Gaming Funds") to provide public benefits must secure sponsorship from a city, town, or county before making application; and

WHEREAS, this sponsorship must be expressed in a resolution passed by the local government sponsor; and

WHEREAS, 1n10 Inc desires to submit an application for \$3,877 to support LGBTQ+ Youth Attending Satellite Programs; and

WHEREAS, 72 and You desires to submit an application for \$200,000 to support mental health therapy costs for youth; and

WHEREAS, Alice Cooper's Solid Rock Teen Centers desires to submit an application for \$30,000 to support music lessons and mental health improvement; and

WHEREAS, the Autism Society of Greater Phoenix desires to submit an application for \$1,500 to support their Traveling Sensory Bin Project; and

WHEREAS, Mending Hearts Foundation desires to submit an application for \$250,000 to support a Goodyear Family Empowerment Program; and

WHEREAS, New Life Center desires to submit an application for \$50,000 to support emergency shelter overall programming; and

WHEREAS, Sounds of Autism desires to submit an application for \$20,000 to support growth of the Workforce and Independent Living Skills program; and

WHEREAS, Valley of the Sun United Way desires to submit an application for \$300,000 to support Read On Southwest Valley Literacy Hub; and

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 supports these grant requests for funding.

SECTION 2. The City Manager is hereby authorized to accept and administer subsequent awarded funds, and any amendments thereto, as a pass-through grant. The City of Goodyear makes no guarantees beyond disbursement of funding to the non-city recipient. Upon the City of Goodyear's distribution of the awarded funds to the non-city recipient, the City of Goodyear shall be considered released from any and all claims, demands, debts, liabilities, or obligations that may arise in the event that the non-city recipient fails for any reason to expend the awarded funds in accordance with their grant application to the Gila River Indian Community.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 3rd day of March, 2025.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, Acting City Clerk

Roric Massey, City Attorney

ITEM #: 6.
DATE: 03/03/2025
AI #:2476



CITY COUNCIL ACTION REPORT

SUBJECT: 2025 GILA RIVER INDIAN COMMUNITY REVENUE SHARING GRANT PROPOSAL

STAFF PRESENTER(S): Christina Panaitescu, Community Partnerships Program Manager

SUMMARY

The Gila River Indian Community is seeking requests for funding proposals for their 2025 State Shared Revenue grant program. Proposals must address one or more of the following priority areas: economic development, education, healthcare, public safety, or transportation. Responses are due no later than March 31, 2025.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Sense of
Community

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2452 AUTHORIZING THE SUBMISSION OF A PUBLIC SAFETY APPLICATION FOR STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Christina Panaitescu, Community Partnerships Program Manager)

FISCAL IMPACT

There is no fiscal impact at this time and there is no city match requirement for this grant. The total requested amount is \$180,500 across four projects. If awarded, a future budget amendment will be necessary to accommodate the expenditures.

BACKGROUND AND PREVIOUS ACTIONS

In 2002, Arizona eligible voters approved Proposition 202, which implemented a new requirement that Tribal/State Gaming Compacts must include a provision that the compacting tribe would contribute a portion of its annual net gaming revenues (the "Annual Contribution") for the benefit of the general public. Pursuant to Proposition 202, each tribe may determine the recipients of 12 percent of its total annual contribution (the "State Shared Revenue grant program").

The Gila River Indian Community has announced a request for proposals from local governments and non-profit organizations for the distribution of the fiscal year 2025 payments.

Responses are due via email no later than March 31, 2025. Notifications for funded applications will be in August 2025, with funds available by October 25, 2025.

Resolution 2025-2452 is included as attachment A.

STAFF ANALYSIS

The Gila River Indian Community offers grants ranging from \$1,000 to \$500,000. Awards made to the city over the past ten years have ranged from \$35,000 to \$120,000.

After engaging department directors for proposals, staff recommends the submission of one \$180,500 public safety application for city of Goodyear Public Safety Equipment & Supplies to support park rangers, police officers and the fire department, maximizing awareness of city needs with the understanding that the Gila River Indian Community may elect to partially fund the request. The actual award will determine which projects are implemented using the funds.

Project Description	Amount	Department
Bikes for Park Rangers: 3 bikes and associated equipment to outfit bike patrols.	\$8,000	Parks
Residential Lock Boxes and Hydration Packs: The fire department's residential lock box program grants emergency access to homes when occupants can't open the door, preventing property damage from forced entry. There is currently a waiting list. This request would fund 170 lock boxes for the community. The department has relied on corporate hydration donations from manufacturers with the last donation in 2023 now depleted. Hydration packets are a crucial supply, especially in summer. This request would fund 25,000 hydration packets, ensuring two per firefighter per shift.	\$30,000	Fire
Online Reporting Computer for Lobby: This request is for an online reporting computer for the lobby at the Police Operations Building, allowing members of the public who do not have a computer, or are at the police station to make a report that meets the criteria for online reporting, an immediate avenue to report a crime. The request includes a stand, computer, touch screen monitor, keyboard, and printer.	\$62,500	Police
Reserve Radios: The Goodyear Police Department currently has enough radios for all sworn employees and professional staff employees whose position requires a police radio. This request would fund 10 police radios (radio, charger, battery, shoulder mic)	\$80,000	Fire

for reserve officers, chaplains, and to have spares.		
Total Request	\$180,500	

Attachments

Attachment A - Resolution 2025-2452

RESOLUTION NO. 2025-2452

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF A PUBLIC SAFETY APPLICATION FOR 2025 STATE SHARED REVENUE GRANT PROGRAM FUNDS TO THE GILA RIVER INDIAN COMMUNITY, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED).

WHEREAS, it is in the best interest of the City to apply for Gila River Indian Community State Shared Revenue grant funds for public safety equipment and supplies; and

WHEREAS, there is a desire to equip park rangers for bike patrols; and

WHEREAS, there is a waiting list and the fire department is in need of supplies to meet the demand for residential lock boxes; and

WHEREAS, hydration packets are a crucial supply to support the health and safety of our firefighters; and

WHEREAS, there is a desire to facilitate online crime reporting by providing public access to a computer in the Police Operations Building; and

WHEREAS, there is a desire to equip reserve officers and chaplains with police radios; and

WHEREAS, these projects qualify as eligible projects under the State Shared Revenue grant program; and

WHEREAS, there is no match requirement for this application;

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

SECTION 1. The City Manager, or her designee, is hereby authorized to submit an application to the Gila River Indian Community for the State Shared Revenue Grant program for public safety equipment and supplies for a total amount not to exceed \$180,500.

SECTION 2. If the grant application is awarded, the City will enter into a Grant Agreement with the Gila River Indian Community to implement the projects or programs that have been approved by the Gila River Indian Community.

SECTION 3. The City Manager is hereby authorized to execute all documents relating to these applications and any grant offer resulting from such applications.

SECTION 4. If grant funds are awarded to the City of Goodyear, the City Council hereby approves necessary budget transfers in the amount of the awarded funds.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 3rd day of March, 2025.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, Acting City Clerk

Roric Massey, City Attorney

ITEM #: 7.
DATE: 03/03/2025
AI #:2501



CITY COUNCIL ACTION REPORT

SUBJECT: EASEMENT GRANTING CINCINNATI REDS RIGHT TO ACCESS REDS FACILITIES FROM ADJACENT PROPERTY THROUGH BACK GATE

STAFF PRESENTER(S): Bruce Kessman, Deputy Director Ballpark General Manager

SUMMARY

The Cincinnati Reds (the "Reds") have requested an easement across city-owned property that would allow these individuals (the "Reds Personnel") to access the Reds Facilities from the adjacent property through the back gate in the perimeter fence surrounding the Reds Facilities and to construct improvements within the easement area that will prevent the public from interacting with the Reds Personnel as they cross over the city property into the Reds Facilities.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Construction, Maintenance, and Access Easement Agreement with The Cincinnati Reds LLC and providing authorization to the city manager or her designee to take actions and execute documents necessary to carry out the intent of the agreement. (Bruce Kessman, Deputy Director Ballpark General Manager)

FISCAL IMPACT

The granting of the requested easement is revenue neutral in that it will not generate any revenues or expenses. The Reds will be responsible for maintaining all the improvements and for operating all of the security features being installed.

BACKGROUND AND PREVIOUS ACTIONS

The Reds is a party to a Sports Facilities Use Agreement by and between the City of Goodyear and The Cincinnati Reds, LLC, a Delaware limited liability company dated July 14, 2008, which was amended on February 1, 2011 (the "Reds Use Agreement"). The proposed easement has not been presented to council previously, and although not required by the Reds Use Agreement, is in furtherance of the Reds right of access to the Reds Facilities.

STAFF ANALYSIS

The Cincinnati Reds (the “Reds”) intend to house certain individuals involved with the operation of the Reds within the apartment complex constructed on the property adjacent to the Reds Facilities. They have requested an easement across city-owned property that would allow these individuals (the “Reds Personnel”) and authorized guests to access the Reds Facilities from the adjacent property through the gate in the perimeter fence surrounding the Reds Facilities and to construct improvements within the easement area that will prevent the public from interacting with the Red Personnel as they cross over the city property into the Reds Facilities. The term of the easement would coincide with the current use agreement between the city and the Reds and any renewal or replacement thereof.

Access through the gate is currently limited to city staff. The improvements to be constructed will allow staff to continue to traverse around the Reds Facilities and to access the facilities through the gate and will include security features to prohibit unauthorized access into the Reds Facilities. Ballpark staff has approved the improvements and security features that will be constructed and/or installed.

The Reds will own all of the improvements being constructed except for the gate in the perimeter fence, and will be responsible for maintaining all of the improvements, including the gate, and for the operation of all of the security features that are installed. The agreement (Attachment A) includes a broad indemnification clause that requires the Reds to indemnify the city and its staff from claims related to the use of the easement area and improvements constructed therein, including claims for injuries arising from persons being hit by fly balls.

The improvements and security features that are to be constructed and/or installed include a sidewalk, fencing with windscreen, security cameras, an access control system, and lighting. The proposed easement, which has been approved by legal counsel, provides protections for the city against claims arising from the use of the easement area and from damages caused by persons entering the Reds Facilities through the gate. It allows the city to terminate the easement if the Reds fail to satisfy its obligations and upon such termination requires the Reds to remove the improvements that were constructed and/or installed and to restore the city’s property.

Attachments

Attachment A - Agreement

When recorded mail to:

City of Goodyear
City Clerk / cb
1900 N. Civic Square
Goodyear, Arizona 85395
QS-087A

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

CONSTRUCTION, MAINTENANCE, AND ACCESS EASEMENT AGREEMENT

This Construction, Maintenance, and Access Easement Agreement (the "Agreement") is entered into by and between the City of Goodyear, an Arizona municipal corporation ("Goodyear" or the "City") and The Cincinnati Reds LLC, a Delaware limited liability company (the "Reds"). Goodyear and the Reds are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties."

RECITALS

Goodyear owns certain real property generally located on the east side of S. Estrella Parkway between S. Wood Blvd. and S. Bullard Ave., more particularly described as Lot 34 of the Final Plat for Ballpark Village-Wood Corporate Campus recorded in the Official Records of Maricopa County, Arizona Recorder at Book 996 page 50 ("Lot 34").

Goodyear also owns certain real property adjacent to Lot 34, more particularly described as Lot 36 of the Final Plat for Ballpark Village-Wood Corporate Campus recorded in the Official Records of Maricopa County, Arizona Recorder at Book 996 page 50 a portion of which is being used by the Major League Baseball team known as the Cleveland Guardians ("Guardian's Facilities").

The Reds owns and operates the Major League Baseball team, known as the Cincinnati Reds, and is a party to a Sports Facilities Use Agreement by and between The City of Goodyear, Arizona and The Cincinnati Reds, LLC, a Delaware limited liability company dated July 14, 2008 as it has been amended, copies of which are on file with the Goodyear City Clerk (the "Reds Use Agreement").

Under the terms of the Reds Use Agreement, The Reds have the right to use facilities constructed within a portion of Lot 34 as described in the Reds Use Agreement for the uses described in the Reds Use Agreement (the "Reds Facilities").

Goodyear has installed a perimeter fence around the Reds Facilities and the Guardian's Facilities.

Goodyear's staff maintains the Reds Facilities, the Guardian's Facilities, and its property and equipment located outside the perimeter fences around these facilities, which involves driving motorized equipment around the facilities and within the facilities.

Goodyear's staff accesses the Reds Facilities through an existing gate in the southern part of the perimeter fence that is locked and only accessible to Goodyear's staff.

The Reds intend to house certain individuals involved with the operation of the Cincinnati Reds, which may include the Reds directors, officers, employees, interns, volunteers, baseball players and members of the baseball players family (collectively, "Reds Personnel") in apartments being constructed within the Apartment Complex Property (defined below).

The Apartment Complex Property is adjacent to the Reds Facilities and the Reds seek an agreement with Goodyear to allow the Reds, at its sole cost and expense, the right to construct, operate, maintain, repair, and replace improvements over, upon, within, under, and through portions of Lot 34 outside the perimeter fence around the Red's Facilities, to install the Perimeter Fence Gate (defined below), and to allow Reds Personnel to access the Reds Facilities from the Apartment Complex Property through the Perimeter Fence Gate.

Goodyear is willing to grant the Reds the right to access Lot 34 to construct, operate, maintain, repair, and replace improvements over, upon, within, under, and through a portion of Lot 34 to provide access from the Apartment Complex Property to the Reds Facilities, to install the Perimeter Fence Gate, and to allow Reds Personnel to access the Reds Facilities through such improvements subject to the terms and conditions set forth below.

The rights granted herein are for the sole and exclusive benefit of the Reds and Reds Personnel and nothing contained in this Agreement is intended to create rights for third parties and/or the general public to utilize the Access Easement Area without the prior written consent of the Reds and Goodyear.

NOW, THEREFORE, the Parties agree as follows:

1. Recitals. The recitals describe above are incorporated and made a part of this Agreement.
2. Definitions. Terms not defined elsewhere in this Agreement shall have the following meanings.

"Access Easement Area" means the portion of Lot 34 legally described and

depicted in Exhibit "A" attached hereto and incorporated herein by this reference.

"Access Improvements" means the improvements that are to be constructed within the Access Easement Area as generally described in the document titled "Pedestrian PAD Exhibit" (defined below), which improvements include, but are not limited to, fencing, sidewalks, retaining walls, the Perimeter Fence Gate (defined below) and the Security Equipment (defined below).

"Apartment Complex Property" means in a portion of Lot 33 of the Final Plat for Ballpark Village-Wood Corporate Campus recorded in the Official Records of Maricopa County, Arizona Recorder at Book 996 page 50 identified as Parcel #1 in that certain document titled The Diamond Apts at Ballpark Village attached hereto as Exhibit "D" and incorporated herein by this reference.

"Ballpark General Manager" means the person designated by the City as the Ballpark General Manager, Goodyear Ballpark, 1933 S. Ballpark Way, Goodyear AZ 85338 (623.882.3120).

"Claims" means claims, actions, liabilities, damages, losses, expenses, fines, penalties, judgments, demands, defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses, court costs, attorneys' fees, costs of claim processing, investigation, litigation, settlement negotiations and arbitration) and amounts paid in compromise or settlement.

"Drainage Improvements" mean the improvements that are to be constructed within the Temporary Construction Area for the conveyance, retention and disposal of stormwater as generally described in that certain document titled "Pedestrian PAD Exhibit" (defined below).

"Existing Drainage Improvements" mean the drainage improvements located within the Temporary Construction Area that are to be removed and/or modified as generally described in that certain document titled "Pedestrian PAD Exhibit" (defined below).

"Goodyear Locks" means the locks Goodyear attaches to the manual locking system installed on the two side gates that are to be installed as described in paragraph 10 below.

"Indemnatee(s)" means the City of Goodyear, an Arizona municipal corporation, its elected officials, officers, directors, employees, agents and representatives.

"Pedestrian PAD Exhibit" means that document attached hereto as Exhibit "C" and incorporated herein by this reference.

"Perimeter Fence Gate" means the gate in the perimeter fencing around the Reds Facilities that will be either modified or removed and replaced to provide Reds Personnel access from the Apartment Complex Property to the Reds Facilities through the gate, which shall include wind screening to match existing wind screening installed on the perimeter fencing around the Reds Facilities.

"Security Equipment" means an improvements, features, and equipment described in paragraph 7, including all subparagraphs.

"Temporary Construction Area" means the portion of Lot 34 legally described and depicted in Exhibit B attached hereto and incorporated herein by this reference.

3. Term. This Agreement shall become effective upon the date it is fully executed by the Parties and shall automatically expire on the date the Reds Use Agreement expires or is terminated unless the Reds Use Agreement is renewed or a new use agreement is entered, in which case this Agreement shall expire when such renewal or new use agreement expires or is terminated.

4. Termination. Goodyear may terminate this Agreement and the easements granted herein early upon thirty days written notice to the Reds upon the occurrence of any of the following:

a. Goodyear's discovery that the Reds do not have a contract with the owner of the Apartment Complex Property pursuant to which the Reds leases apartments for the Red's employees; or

b. Goodyear's discovery that persons other than Reds Personnel and City staff have been entering the Access Easement Area and/or the Red Facilities through the Perimeter Fence Gate; or

c. The Reds have breached any of the terms of this Agreement.

5. Temporary Construction Easement. Subject to the terms and conditions set forth in this Agreement, Goodyear grants to the Reds a temporary construction easement within, over, under and through the Temporary Construction Area for the following purpose. The temporary construction easement granted herein is a temporary easement for use by the Reds and its permittees for entering the Temporary Construction Area and removing and/or modifying Existing Drainage Improvements, constructing and installing replacement Drainage Improvements, and for repairing Drainage Improvements during the two-year warranty period following the completion of the Drainage Improvements. For purposes of the temporary construction easement granted herein, permittees shall include the Reds directors, officers, and employees, and all other persons and entities (contractors, sub-contractors, and other entities), including their respective employees, agents, and representatives, authorized by the Reds to work within the Temporary

Construction Area for the purposes described herein. Following the completion and approval of the Drainage Improvements, Goodyear shall own and maintain the Drainage Improvements located within the Temporary Construction Area subject to the Reds completion of the two-year warranty period. The temporary construction easement granted herein shall terminate following Goodyear's acceptance of the Drainage Improvements being installed within the Temporary Construction Area and the completion of the two-year warranty period.

6. Construction and Maintenance Easement. Subject to the terms and conditions set forth herein, Goodyear grants to the Reds a construction and maintenance easement within, over, under and through the Access Easement Area for the following purpose. The construction and maintenance easement granted herein is for use by the Reds and its permittees for entering the Access Easement Area and constructing, operating, inspecting, maintaining, repairing, replacing, and removing Access Improvements. For purposes of the construction and maintenance easement granted herein, permittees shall include the Reds directors, officers, and employees, and all other persons and entities (contractors, sub-contractors, and other entities, including their respective employees, agents, and representatives) authorized by the Reds to work within the Access Easement Area for the purposes described herein.

a. Construction Security. Until the access easement granted in paragraph 8 below is effective, the Reds shall, at the Reds sole cost and expense, take all measures needed to prohibit persons other than City staff from entering the Reds Facilities. If the Perimeter Fence Gate has been installed and can be locked manually, the Ballpark General Manager shall have the Perimeter Fence Gate locked manually. If the Perimeter Fence Gate cannot be locked, or if it has not been completed, the Reds, at the request of the Ballpark General Manager, shall, at the Reds sole cost and expense, provide security to prohibit persons other than City staff from entering the Red Facilities through the Perimeter Fence Gate or, if the gate has not been installed, through any opening in the perimeter fencing around the Red Facilities created by the Reds or its permittees. The security required to be provided herein shall be provided twenty-four hours a day until the Perimeter Fence Gate has been installed and has been locked manually by Goodyear.

7. Security Equipment. The Access Improvements installed within the Access Easement shall include the following improvements, features and/or equipment:

a. The Perimeter Fence Gate shall include the following features and improvements:

i. A manual locking system so that the Perimeter Fence Gate can be locked by keys; and

ii. An alarm system that will alert Reds staff if the Perimeter

Fence Gate is not closed; and

iii. An access control system that can limit access from the Apartment Complex Property through the Perimeter Fence Gate to the Reds Facility to Reds Personnel and City staff; and

b. Security cameras shall be installed within the Access Improvements and within the Reds Facilities that record activity within the Access Improvements; persons entering the Access Improvements from the Apartment Property; and persons entering the Reds Facilities through the Perimeter Fence Gate.

c. Lighting sufficient to illuminate the Access Improvements at night shall be installed.

d. A manual locking system on the two side gates that are to be installed as described in paragraph 10 below so that the gates can be locked by with Goodyear Locks with Goodyear staff having the only keys to the installed locks.

8. Access Easement. Subject to the terms and conditions set forth herein, Goodyear grants to the Reds an access easement within, over, and through the Access Easement Area for the following purpose. The access easement granted herein is for the purpose of allowing Reds Personnel to access the Reds Facilities from the Apartment Complex Property over the Access Easement Area through the Perimeter Fence Gate. The access easement granted herein shall not become effective until all the Access Improvements, except the required wind screening, have been installed and are operational. Until the Reds demonstrate to the reasonable satisfaction of the Ballpark General Manager that the required Access Improvements, including the Security Equipment, have been installed and are operational, the Reds Personnel shall not access the Reds Facilities through the Perimeter Fence Gate. The Reds shall not have access through the two side gates that are to be installed as described in paragraph 10 below.

9. Construction Requirements. All work performed under the terms of this Agreement and the construction, maintenance, operation, repair, replacement and removal of the improvements installed within the Temporary Construction Area and the Access Easement Area shall be at the Reds sole cost and expense. The Reds are responsible for ensuring that all improvements being installed, and work being done within the Access Easement Area and Temporary Construction Area comply with all applicable local, state and federal laws, rules, and regulations, including, but not limited to City of Goodyear Engineering Design Standards and Policies and the terms of this Agreement.

10. Goodyear Access. The Access Improvements shall be constructed with two side gates with the locking mechanisms described in paragraph 7 so that City staff can continue to operate motorized equipment around the perimeters of the Reds Facilities. Goodyear shall be entitled to attach Goodyear Locks to the locking mechanisms on the

side gates, and access through the two side gates shall be limited to City staff.

11. Ownership and Maintenance of Access Improvements. The Reds shall own all Access Improvements except the Perimeter Fence Gate and the Goodyear Locks, which will be owned by Goodyear. During the time this Agreement is in effect, the Reds, at its sole cost and expense, shall maintain the Access Improvements, including the Perimeter Fence Gate in good, safe, and working condition at all times.

12. Operational Requirements. As a condition of Goodyear entering into this agreement and granting the easements granted to herein, Goodyear requires the Reds to comply with the following conditions:

a. The Reds shall program the access control system, required to be installed, to limit access to the Reds Facilities through the Perimeter Fence Gate to Reds Personnel and to allow City staff, identified by the Ballpark General Manager, access to the Reds Facilities through the Perimeter Fence Gate.

b. The Reds shall operate the security cameras that are required to be installed twenty-four hours a day 365 days a year and recordings shall be kept for a minimum of thirty (30) days. Upon the request of the Ballpark General Manager, which may be requested verbally, the Reds shall provide the Ballpark General Manager copies of recordings from security cameras installed within the Access Improvements and within the Reds Facilities within twenty-four hours of the request.

c. The Reds shall operate the alarm system to be installed on the Perimeter Fence Gate that will alert Reds staff if the Perimeter Fence Gate is not closed. The Reds shall take all measures necessary to close the Perimeter Fence Gate. If the Perimeter Fence Gate cannot be closed until repairs are made, the Reds shall lock the Perimeter Fence Gate manually and the Perimeter Fence Gate shall not be accessed by Reds Personnel or City staff until the necessary repairs are made. If the Perimeter Fence Gate cannot be closed and locked manually, the Reds shall, at the Reds sole cost and expense, provide security to prohibit persons from entering the Red Facilities through the Perimeter Fence Gate. The security required to be provided herein shall be provided twenty-four hours a day until either the Perimeter Fence Gate has been fully repaired or can be closed and locked manually.

13. Lien Free. The Reds shall keep Lot 34 free and clear of construction, mechanics', materialmans' or other liens or encumbrances of any kind (collectively "Liens") related to or arising from the Reds exercise of its rights under this Agreement. The Reds shall, at its sole cost and expense, take all actions necessary to remove any Liens filed or recorded against Lot 34- that relate to or arise from the Reds exercise of its rights under this Agreement. If any Liens related to or arising from the Reds exercise of its rights under this Agreement are filed or recorded against Lot 34 and the Reds fail to timely remove such Liens, Goodyear shall be entitled to take whatever actions it deems

necessary to remove such Liens and the Reds shall reimburse Goodyear for the costs it incurred in removing such Liens. The provisions in this paragraph 13 shall survive the expiration or earlier termination of this Agreement.

14. Insurance. During the term of this Agreement, the Reds shall procure and maintain the following insurance policies reflected below:

Commercial General Liability Insurance that includes coverage for bodily injury, property damage, personal injury, products and completed operations, contractual liability

Workers' Compensation - \$1,000,000 per accident and per employee for bodily injury/disease

Umbrella/Excess Liability – coverage to apply above the coverage in the policies listed above

The commercial general liability insurance policy shall provide single limit insurance coverage in an amount of not less than ten million dollars (\$10,000,000 per occurrence) with deductibles not exceeding one hundred thousand dollars (\$100,000 per occurrence). This required limit of insurance may be evidenced by any combination of primary commercial general liability and excess liability policies.

The insurance policies required herein shall meet the following requirements:

All insurance coverages shall be on an occurrence basis.

Unless otherwise approved in writing by Goodyear's Risk Manager, all insurance policies shall be provided by insurer(s) with a Best rating of "A-" or better.

All insurance policies shall be primary and endorsed to name the City of Goodyear, an Arizona municipal corporation, its elected officials, officers, directors, employees, agents and representatives shall be named as additional insureds.

All insurance policies shall be primary and endorsed to waive rights of subrogation against the City of Goodyear, an Arizona municipal corporation, its elected officials, officers, directors, employees, agents and representatives.

None of the policies shall be cancelable or subject to reduction of coverage or other modification except upon thirty (30) days prior written notice to Goodyear.

15. The Reds shall provide Goodyear certificate(s) of insurance evidencing compliance with the foregoing requirements. The coverages reflected above shall be furnished by the Reds to the City each year at least thirty (30) days prior to the opening

of the applicable Spring Training Season.

16. Indemnification. As consideration for the granting of Access Easement, the Reds shall, to the fullest extent of the law, defend, indemnify, and hold harmless the Indemnitees against any and all Claims asserted against, incurred by or imposed upon any Indemnatee for bodily injury, personal injury, (including death), loss or damage to tangible or intangible property, caused, or alleged to be caused, in whole or in part, by the acts or omissions of the Reds, its employees, agents, representative, and any entity (including their respective employees, agents, independent contractors, and representatives) in the exercise of any of the rights, obligations, responsibilities and/or performance under this Agreement; and shall, to the fullest extent of the law, defend, indemnify, and hold harmless the Indemnitees against any and all Claims asserted against, incurred by, or imposed upon any Indemnatee for bodily injury, personal injury (including death), loss or damage to tangible or intangible property resulting from the use of the Access Improvements and/or the use of the Access Easement by any person (authorized or unauthorized), including by way of example but not limitation, claims arising from injuries resulting from fly balls leaving the Reds Facilities and hitting someone walking through the Access Improvements and/or using the Access Easement. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of a failure to comply with any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances be indemnified by the Reds from and against any and all Claims except for Claims arising solely from the gross negligence or intentional wrongdoing of the Indemnatee. It is agreed that the Reds will be responsible for primary loss investigation, defense, settlement, and judgment costs where this indemnification is applicable. In consideration of the granting of the easement herein, the Reds agree to waive all rights of subrogation against the Indemnitees for claims and losses subject to Indemnification hereunder. The terms of this paragraph 16 shall survive the expiration or earlier termination of this Agreement.

17. Damage to Reds Facilities. The Reds shall be responsible for all damages to the perimeter fence and Perimeter Fence Gate caused by Reds Personnel accessing the Reds Facilities through the Perimeter Fence Gate. The Reds are responsible for repairing any damage to the Perimeter Fence Gate. Goodyear is responsible for repairing any damage to the Reds Facilities, including the perimeter fence, and the Reds shall reimburse Goodyear the costs it incurred in making such repairs provided such damage is caused by the acts or omissions of Reds Personnel or its permittees.

18. Removal. Upon the expiration or earlier termination of this Agreement and the easements granted herein, the Reds shall, at its sole expense, remove the Access Improvements other than the Perimeter Fence and restore the Access Easement Area to a condition that will allow City staff to operate motorized equipment around the perimeters of the Reds Facilities and the Guardians Facilities and access the Reds Facilities through

the Perimeter Fence Gate. If the Access Improvements other than the Perimeter Fence are not removed and the Access Easement Area not restored within 90 days after the termination of this Agreement and the easement granted herein, Goodyear may remove the Access Improvements other than the Perimeter Fence and restore the Access Easement Area and the Reds shall reimburse Goodyear for the costs it incurred in doing so. The terms of this paragraph 18 shall survive the expiration or earlier termination of this Agreement.

19. Entire Agreement and Waiver. This Agreement and the exhibits referred to herein and attached hereto, constitute the sole and entire agreement between the Parties with respect to the matters covered herein and supersede any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between the Parties and/or by or between any of the Parties and any third parties regarding the matters covered herein.

20. Amendments and Assignments. This Agreement and the easements granted herein are personal and exclusive to the Reds and may not be assigned unless agreed to in a writing by Goodyear. Goodyear's decision whether to allow or reject the assignment of this Agreement and the easements granted herein shall be at Goodyear's sole discretion. In order for an amendment or an assignment of this Agreement to become effective, the Party seeking the amendment or assignment shall submit its proposed amendment or assignment in writing to the other Party for review. To be effective, amendments and assignments shall be approved by the Goodyear City Council, signed by the Parties and attached to this Agreement as an addendum. Amendments and assignments shall also be recorded in the Official Records of Maricopa County within ten (10) days after execution.

21. Conflicts of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511 and may be terminated by the City in accordance with such provisions.

22. Notices and Filings. Any and all notices, filings, approvals, consents, reports or other communications required or permitted by this Agreements shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

GOODYEAR:

City of Goodyear
Attn: City Manager
1900 North Civic Square
Goodyear, Arizona 85395

copy to:

Goodyear Ballpark
Ballpark General Manager
1933 S. Ballpark Way
Goodyear AZ 85338

copy to:

City of Goodyear
Attn: City Attorney
1900 North Civic Square
Goodyear, Arizona 85395

copy to:

City of Goodyear
Attn: Real Estate Coordinator
1900 North Civic Square
Goodyear, Arizona 85395

THE REDS:

The Cincinnati Reds LLC
Attn: Arizona Operations Manager
3125 S. Wood Blvd.
Goodyear, Arizona

copy to:

The Cincinnati Reds LLC
Attn: Legal Department
100 Joe Nuxhall Way
Great American Ball Park
Cincinnati, Ohio 45202

or to any other addresses as any of the Parties hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communications shall be deemed to have been given as of the date of delivery if hand delivered, four (4) days following deposit in the U.S. Mail, postage prepaid and addressed as set forth above, or upon receipt (or refusal of service) if delivered by a nationally-recognized overnight delivery service, e.g., FedEx, UPS, or DHL.

23. No Agency or Partnership. Neither Goodyear nor the Reds are acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between Goodyear and the Reds.

24. Business Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

25. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Goodyear or the Reds of the breach of any covenant or

condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

26. WAIVER OF JURY TRIAL. UNLESS EXPRESSLY PROHIBITED BY LAW, GOODYEAR AND THE REDS KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THEIR RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. The terms of this paragraph 26 waiving the right to a jury trial shall survive the expiration or earlier termination of this Agreement.

27. Headings. The headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

28. Fair Interpretation. The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this paragraph 28 shall survive the expiration or earlier termination of this Agreement.

29. Choice of Law, Venue and Attorneys' Fees. In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County. The terms of this paragraph 29 shall survive the expiration or earlier

termination of this Agreement.

30. Survival Clause. All provisions in this Agreement that logically ought to survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. This includes by way of example: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions; all limitation of remedies and damages provisions; and all provisions waiving claims. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this paragraph 30 to other provisions in the Agreement. The terms of this paragraph 30 shall survive the expiration or earlier termination of this Agreement.

31. Authority. The Parties to this Agreement represent to each other that they have full power and authority to enter into this Agreement and the individuals signing on behalf of each Party is duly authority to bind such Party.

32. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement provided however, the Reds shall deliver an original to Goodyear for recordation in the Official Records of Maricopa County.

33. Page Numbering. The page numbering of this Agreement is exclusive of the Exhibits attached hereto.

Signatures, Acknowledgements and Exhibits on the Following Pages

IN WITNESS WHEREOF, the City of Goodyear has caused this Construction, Maintenance, and Access Easement Agreement to be signed by its duly authorized representative as of the date set forth below.

**CITY OF GOODYEAR, ARIZONA,
an Arizona Municipal Corporation**

By: _____

Wynette Reed
Its: City Manager

Date: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Construction, Maintenance, and Access Easement Agreement) was acknowledged before me this ____ day of _____, 2025 by Wynette Reed, the City Manager of the City of Goodyear, an Arizona municipal corporation, and that she being authorized to do so executed the foregoing instrument for the purposes therein contained on behalf of the City of Goodyear, an Arizona municipal corporation.

Notary Public

Signatures, Acknowledgments and Exhibits on the Following Pages

IN WITNESS WHEREOF, The Cincinnati Reds, LLC, a Delaware limited liability company has caused this Construction, Maintenance, and Access Easement Agreement to be signed by its duly authorized representative as of the date set forth below.

THE CINCINNATI REDS, LLC
a Delaware limited liability company

By: _____

Name: TIMOTHY J. O'CONNELL

Title: SVP, FACILITIES & OPERATIONS

Date: 2.20.25

OHIO
State of ~~Arizona~~)
HAMILTON ss.
County of ~~Maricopa~~)

The foregoing instrument (Construction, Maintenance, and Access Easement Agreement) was acknowledged before me this 20 day of FEBRUARY, 2025 by TIMOTHY J. O'CONNELL, the SVP, FACILITIES & OPS of The Cincinnati Reds, LLC, a Delaware limited liability company and that he/she being authorized to do so executed the foregoing instrument for the purposes therein contained on behalf of The Cincinnati Reds, LLC, a Delaware limited liability company.

Teena Schweier
Notary Public



TEENA SCHWEIER
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

EXHIBIT A
ACCESS EASEMENT LEGAL DESCRIPTION
(3 Following Pages)

EXHIBIT "A"

ACCESS EASEMENT

LEGAL DESCRIPTION

BEING A PORTION OF LOT 34, BALLPARK VILLAGE-WOOD CORPORATE CAMPUS, AS RECORDED IN BOOK 996 OF MAPS, PAGE 50, OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER, LOCATED WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 20, MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 20, MARKED BY A BRASS CAP IN HANDHOLE BEARS NORTH 0°07'38" EAST, A DISTANCE OF 2661.36 FEET;

THENCE NORTH 00°07'38" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 612.35 FEET;

THENCE SOUTH 89°52'22" EAST, A DISTANCE OF 75.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 33;

THENCE SOUTH 89°52'37" EAST, A DISTANCE OF 134.77 FEET;

THENCE SOUTH 46°33'26" EAST, A DISTANCE OF 262.79 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 45°10'30" EAST, A DISTANCE OF 30.56 FEET;

THENCE SOUTH 46°09'39" EAST, A DISTANCE OF 22.15 FEET;

THENCE SOUTH 39°49'25" EAST, A DISTANCE OF 17.58 FEET;

THENCE SOUTH 43°16'20" WEST, A DISTANCE OF 28.33 FEET;

THENCE NORTH 46°33'26" WEST, A DISTANCE OF 40.62 FEET TO THE POINT OF BEGINNING.



TITLE: XB06
SCALE: N.T.S.
DATE: 12/5/2024
DESC: ACCESS
ESMT.

HUNTER
ENGINEERING

10446 N. 74TH ST., SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PAGE 1 OF 3

CIVIL AND SURVEY

PROJ.NO.BOYD002

EXHIBIT "B" ACCESS EASEMENT



S. ESTRELLA PARKWAY

NW COR. SEC. 20,
T1N, R1W, BRASS CAP
IN HANDHOLE

N0°07'38"E 2661.36'
612.35'

75'
R/W

L1

L2

LOT 33
BK.996, PG.50,
M.C.R.

POINT OF
BEGINNING

262.79'

LOT 34
BK.996, PG.50,
M.C.R.

DETAIL
SCALE: 1"=50'

S46°33'26"E 587.17'

SEE DETAIL ABOVE

L=215.30', R=985.00'
CH=N83°27'55"E, 214.87'
Δ=12°31'25"

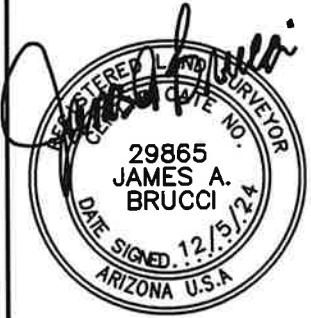
N00°07'38"E
116.66' (M)

N89°43'04"E 424.03'

S. BULLARD AVENUE

W 1/4, COR. SEC. 20, T1N, R1W,
BRASS CAP IN HANDHOLE POINT
OF COMMENCEMENT

FND. CITY OF GOODYEAR
BRASS CAP FLUSH



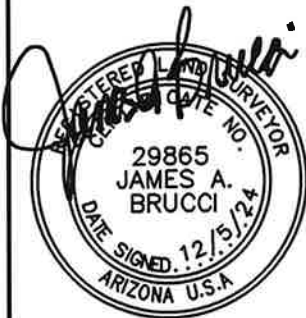
TITLE: **XB06**
SCALE: 1"=120'
DATE: 12/5/2024
DESC: ACCESS
ESMT.

HUNTER ENGINEERING	PAGE 2 OF 3 CIVIL AND SURVEY
10448 N. 74TH ST., SUITE 140 SCOTTSDALE, AZ 85258 T 480 991 3985 F 480 991 3986	PROJ.NO.B0YD002

EXHIBIT "B"

ACCESS EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°52'22"E	75.00'
L2	S89°52'37"E	134.77'
L3	N45°10'30"E	30.56'
L4	S46°09'39"E	22.15'
L5	S39°49'25"E	17.58'
L6	S43°16'20"W	28.33'
L7	N46°33'26"W	40.62'



TITLE: **XB06**
SCALE: N.T.S.
DATE: 12/5/2024
DESC: ACCESS
ESMT.

HUNTER
ENGINEERING

10446 N. 74TH ST., SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PAGE 3 OF 3

CIVIL AND SURVEY

PROJ.NO. BOYD002

EXHIBIT B

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

(3 Following Pages)

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION

BEING A PORTION OF LOT 34, BALLPARK VILLAGE-WOOD CORPORATE CAMPUS, AS RECORDED IN BOOK 996 OF MAPS, PAGE 50, OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER, LOCATED WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 20, MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 20, MARKED BY A BRASS CAP IN HANDHOLE BEARS NORTH 0°07'38" EAST, A DISTANCE OF 2661.36 FEET;

THENCE NORTH 00°07'38" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 612.35 FEET;

THENCE SOUTH 89°52'22" EAST, A DISTANCE OF 75.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 33;

THENCE SOUTH 89°52'37" EAST, A DISTANCE OF 134.77 FEET;

THENCE SOUTH 46°33'26" EAST, A DISTANCE OF 225.52 FEET;

THENCE NORTH 44°31'48" EAST, A DISTANCE OF 2.92 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 44°31'48" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 45°28'12" EAST, A DISTANCE OF 100.72 FEET;

THENCE SOUTH 44°31'48" WEST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 45°28'12" WEST, A DISTANCE OF 100.72 FEET TO THE POINT OF BEGINNING.



TITLE: **XB07**
SCALE: N.T.S.
DATE: 12/13/2024
DESC: TEMP
CONSTRUCTION
ESMT.

HUNTER
ENGINEERING

10446 N. 74TH ST., SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

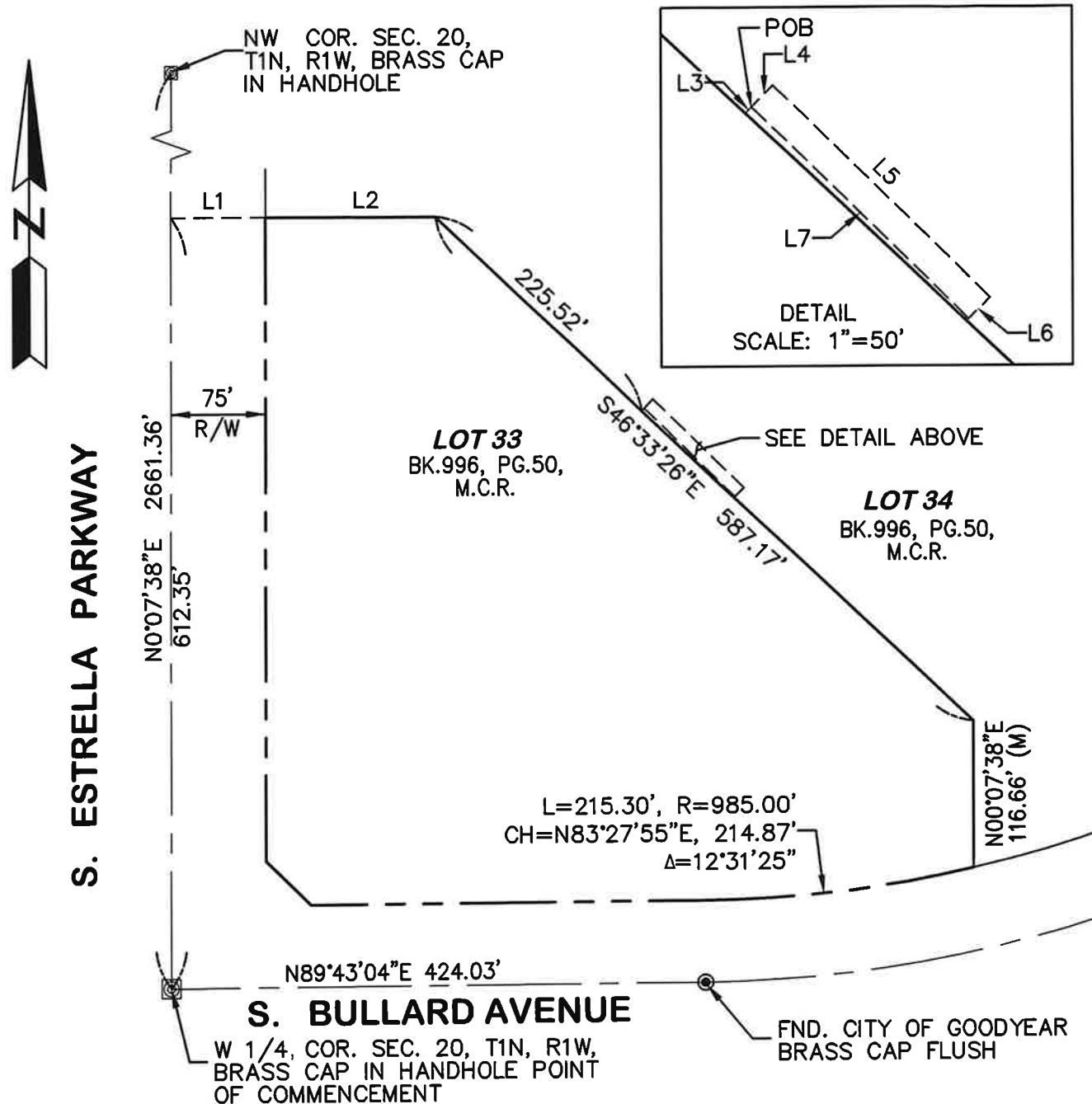
PAGE 1 OF 3

CIVIL AND SURVEY

PROJ.NO.BOYD002

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT



TITLE: **XB07**
SCALE: 1"=120'
DATE: 12/13/2024
DESC: CONSTRUCTION
ESMT.

HUNTER
ENGINEERING

10446 N. 74TH ST., SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PAGE 2 OF 3

CIVIL AND SURVEY

PROJ.NO.BOYD002

EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°52'22"E	75.00'
L2	S89°52'37"E	134.77'
L3	N44°31'48"E	2.92'
L4	N44°31'48"E	10.00'
L5	S45°28'12"E	100.72'
L6	S44°31'48"W	10.00'
L7	N45°28'12"W	100.72'



TITLE: **XB07**
SCALE: N.T.S.
DATE: 12/13/2024
DESC: CONSTRUCTION
ESMT.

HUNTER
ENGINEERING

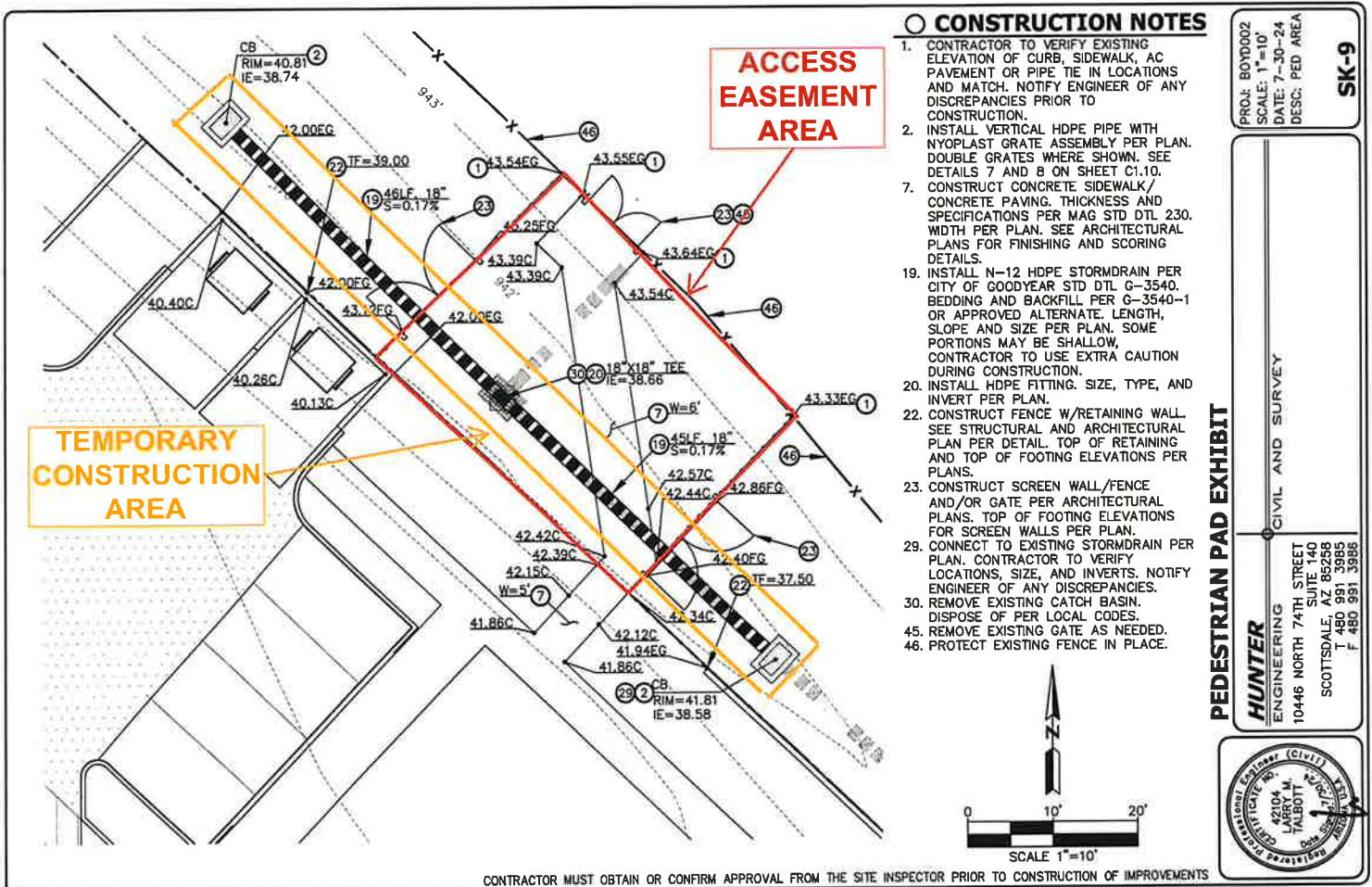
10446 N. 74TH ST., SUITE 140
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PAGE 3 OF 3

CIVIL AND SURVEY

PROJ.NO.BOYD002

EXHIBIT C
PEDESTRIAN PAD EXHIBIT
(1 Following Page)



ITEM #: 8.
DATE: 03/03/2025
AI #:2491



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF A LICENSE AGREEMENT WITH CABLEVISION LIGHTPATH LLC FOR THE INSTALLATION OF A FIBER OPTIC NETWORK WITHIN THE CITY'S RIGHTS-OF-WAY

STAFF PRESENTER(S): Philip Cochran, Assistant City Attorney

SUMMARY

The license agreement is a five-year license which grants Cablevision Lightpath LLC (Lightpath) the ability to install, operate, and maintain a fiber optic communication system within rights-of-way located within the City of Goodyear. The license agreement includes the option for three additional five-year renewal terms.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2453 AUTHORIZING THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND CABLEVISION LIGHTPATH LLC, A DELAWARE LIMITED LIABILITY COMPANY PROVIDING FOR THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE AMENDMENTS TO THE LICENSE AGREEMENT ASSOCIATED WITH MINOR SCRIVENER ERRORS AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND OR CONDUIT FOR THE CITY'S EXCLUSIVE USE. (Philip Cochran, Assistant City Attorney)

FISCAL IMPACT

Under the license agreement, Lightpath must pay a \$2,500.00 application fee to install a fiber optic network within the City of Goodyear. Each subsequent five-year renewal term requires an extension application fee of \$2,500.00. Lightpath is responsible for all costs related to the construction, installation, operation, and maintenance of the fiber network within the right-of-way. Additionally, Lightpath must pay all applicable city fees for plan reviews, permit issuance, and inspections of its work within the right-of-way.

Following the installation of the fiber optic network, Lightpath is required to pay an annual fee of \$0.89 per linear foot of trench within the right-of-way where it installs copper, fiber optic, or other cable

conductors and/or conduit. The total payment to the city, based on the linear feet of trench, shall not exceed five percent of Lightpath's gross revenues attributed to the fiber optic network within the city's right-of-way. Additionally, Lightpath must pay an annual fee of \$1,000.00 to cover the city's administration and monitoring costs. The issuance of the license agreement does not require any city expenditures.

BACKGROUND AND PREVIOUS ACTIONS

Lightpath is seeking a fiber license agreement from the city of Goodyear to install, operate, and maintain a fiber optic network within the city's rights-of-way. The planned connection locations are distributed throughout the city limits. This would be Lightpath's first license agreement with the city.

STAFF ANALYSIS

Lightpath is requesting a fiber license agreement from Goodyear to install, operate and maintain a fiber optic network within the city's rights-of-way. The locations planned for connections are throughout the city limits of Goodyear. The license will grant access to the necessary rights-of-way to enable the required permitting and inspections for installation, operation and maintenance of the network. Lightpath must obtain all necessary permits through the city's standard procedures.

The license has an initial five-year term, with the option for three additional five-year renewals. It is a non-exclusive agreement, allowing the city to grant licenses to other users within the right-of-way, including additional fiber optic network providers.

The license allows the city to enter into a separate agreement for in-kind contributions of fiber and or conduit for the city's exclusive use. The total costs of the fiber and/or conduit will be borne by Lightpath and the city will credit those expenses towards the annual fee associated with the amount of trench in the right-of-way. This option allows the city to have access to fiber optic cable and/or conduit that can be utilized for city facilities and departments without any expenditure of funds from the city. Resolution 2025-2453 with exhibit A is included as attachment A.

Attachments

Attachment A - Resolution 2025-2453 w/Exhibit A

RESOLUTION NO. 2025-2453

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND CABLEVISION LIGHTPATH LLC, A DELAWARE LIMITED LIABILITY COMPANY PROVIDING FOR THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE AMENDMENTS TO THE LICENSE AGREEMENT ASSOCIATED WITH MINOR SCRIVENER ERRORS AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND OR CONDUIT FOR THE CITY'S EXCLUSIVE USE.

WHEREAS, the City of Goodyear is authorized to grant, renew, deny and terminate licenses for the installation, operation and maintenance of fiber optic cable within the City's boundaries by federal and state statutes, by the City's police powers, by its authority over its public rights-of-way, and by other city powers and authority; and

WHEREAS, Cablevision Lightpath LLC, a Delaware limited liability company seeks to obtain an initial Fiber Optics Telecommunications Right-of-Way License Agreement (License Agreement) under the provisions of Chapter 22 of the Goodyear City Code; and approval of the Mayor and Council of the City of Goodyear, Arizona; and

WHEREAS, the City hereby finds that it would serve the public interest to grant the License Agreement under the terms and conditions as set forth in the License Agreement and Cablevision Lightpath LLC, a Delaware limited liability company, agrees to obtain the license under the terms and conditions set forth in the License Agreement.

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

- SECTION 1. The Mayor and City Council approve the License Agreement between the City of Goodyear and Cablevision Lightpath LLC, a Delaware limited liability company, a copy of which is attached as Exhibit A.
- SECTION 2. The City Manager and/or their designee is authorized to execute the License Agreement attached as Exhibit A and to execute any and all documents necessary to carry out the intent of this Resolution.
- SECTION 3. The City Manager and/or their designee is authorized to execute amendments to the License Agreement associated with minor clerical errors and technical amendments associated with the in-kind exchange of fiber optic cable and conduit in lieu of the annual license fee.
- SECTION 4. Resolution 2025-2453 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 3rd day of March, 2025.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, Acting City Clerk

Roric Massey, City Attorney

EXHIBIT "A"

**LICENSE AGREEMENT
BETWEEN
CABLEVISION LIGHTPATH LLC
AND
THE CITY OF GOODYEAR, ARIZONA**

(On the following pages)

FIBER OPTICS TELECOMMUNICATIONS RIGHT-OF-WAY LICENSE AGREEMENT

AGREEMENT (the "Agreement") is made and effective this _____ calendar day of _____, 20_, by and between the City of Goodyear, an Arizona municipal corporation ("Licensor"), and Cablevision Lightpath LLC, a Delaware limited liability company ("Licensee").

RECITALS

- A. Licensor owns or has rights to public street and alley rights-of-way and public utility easements within the boundaries of the City of Goodyear that are designated for use by public utility companies for installation, operation, and repair of water, electrical, and other public utilities pursuant to franchises, licenses or other agreements between companies and Licensor, the area is limited to the public street and alley rights-of-way and public utility easements that are either owned by Licensor or which Licensor has rights to use, collectively, the RIGHT-OF-WAY ("ROW").
- B. For purposes of this License, "Fiber Optics Communication System" means a network of fiber optic cables and all related equipment including conduit, carrier pipe, cable fibers, repeaters, power sources and other attachments and appurtenances necessary for fiber optics communication but which is excluded from the definitions of Telecommunications and Telecommunications Services as defined in ARS 9-581.
- C. For the purposes of this License "Fiber Optics Communication System" does not include one-way transmissions directly to customers, users or subscribers of video programming or other programming services or subscriber interaction, if any, which is required for the selection of or response to video programming or other programming services. For purposes of the foregoing, the term "video programming" means programming provided by or generally considered comparable to programming provided by a television broadcast station. The term "other programming services" means information that a cable television system operator makes available to all subscribers generally.
- D. Licensee desires to install and operate a Fiber Optics Communication System consisting of telecommunications fiber optic lines and related support equipment (the "Plant") under and in a portion of the ROW subject to the requirements of this Agreement and Chapter 22, Goodyear City Ordinance. Licensee shall be permitted to install the Plant in the ROW only after Licensee has received all necessary permits and approvals from Licensor to install the Plant within those specific portions of the ROW as permitted by Licensor. Licensor may grant, with conditions, or deny such approval in its sole discretion. Those portions of the ROW where Licensee has received permission

and permits from Licensors to install the Plant are the "Use Areas".

- E. Licensors desires to grant to Licensee a nonexclusive license to install, maintain, operate, upgrade and repair the Plant (the "Permitted Uses") subject to the requirements of this Agreement.
- F. Licensors and Licensee desire to provide a method whereby additional portions of the ROW can be added to this Agreement (the "New Use Areas"). Licensee may expand its Plant within the Licensors 's ROW by obtaining a permit from Licensors and upon Licensors's approval of plans. Licensors may grant, with conditions, or deny such approval in its sole discretion. Any expansion of the Plant approved by Licensors shall be subject to all terms and conditions of this Agreement and the conditions, if any, imposed by Licensors.
- G. Various laws (the "Telecommunications Laws") authorize Licensors to regulate its streets, alleys, and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation and maintenance of telecommunications systems. The Telecommunications Laws include, without limitation, the following:
 - 1) The Goodyear City Charter.
 - 2) The Goodyear City Code.
 - 3) The Constitution of the State of Arizona.
 - 4) Other applicable federal, state and local laws, codes, rules and regulations.
 - 5) Licensors's police powers, its authority over public rights-of-way, and its other governmental powers and authority.
- H. Pursuant to the Telecommunications Laws, Licensee has obtained from the Arizona Corporation Commission a Certificate of Convenience and Necessity (CC&N) 71480 (the "Certificate").
- I. There may be portions of the ROW (the "Third Party Areas") upon which the Plant may not be built without permission (the "Third Party Permission") from one or more third parties (the "Third Parties"). The Third-Party Areas are areas such as canal crossings or other areas that for any reason have limited ROW dedications or that have regulatory use restrictions imposed by a Third Party.
- J. The Licensors retains the right to adopt, from time to time, in addition to the provisions contained in this Agreement, such charter provisions, ordinances and rules, and regulations as may be deemed necessary by the Licensors to protect and promote the property, health, safety and welfare of the Licensors's inhabitants. Licensee shall be

subject to all applicable ordinances, rules, and regulations as they may apply.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Licensee, and the covenants and agreements contained herein to be kept and performed by Licensee, and other good and valuable consideration, Licensor and Licensee agree as follows:

I. USE AREAS

1. Use Areas. Licensor hereby grants to Licensee a license to use the Use Areas as follows:

1.1 Use Areas Defined. The Use Areas are the portion of the ROW within the boundaries of the City of Goodyear which Licensee has received all necessary permits and approvals from Licensor to install the Plant. The land comprising the ROW will decrease, increase, and otherwise change over time due to abandonments, dedications, annexations, de-annexations, and other events that affect the amount of land included in Licensor's public utility ROW network inventory. This Agreement shall not allow Licensee to use ROW that is abandoned, condemned, terminated, removed from the boundaries of the City of Goodyear, or is otherwise no longer part of the ROW.

1.2 Non-Use Areas. Licensee shall not use or occupy any portion of the ROW other than as necessary to perform its obligations under this Agreement. The Plant shall be confined to the Use Areas.

1.3 New Use Areas. New Use Areas are those areas within the ROW that Licensee desires to become part of the Use Areas. Licensor and Licensee may elect to add New Use Areas to this Agreement subject to the following:

1.3.1 When Licensee desires to add New Use Areas, Licensee shall give notice to Licensor containing the following:

1.3.1.1 A map showing the area proposed to be added to the Use Areas.

1.3.1.2 A map showing the total Use Areas, including the proposed New Use Areas in a format specified by Licensor from time to time.

1.3.1.3 Within sixty (60) calendar days after receiving such a notice, Licensor shall inform Licensee whether Licensor approves the proposed New Use Areas.

1.3.2 Upon addition of New Use Areas, the New Use Areas shall be part of the Use Areas for all purposes under this Agreement. All New Use Areas shall be subject to all provisions of this Agreement.

1.3.3 Licensor's city manager or designee shall have authority without further act by Licensor's city council to consent for Licensor to the addition of New Use Areas and otherwise act for Licensor under this paragraph.

1.4 Condition of Title. Licensee's rights hereunder are subject to all recorded or unrecorded matters or conditions of title to or agreements or documents regarding the Use Areas (the "Site Documents"). Licensee's rights to use the Use Areas under this Agreement are limited to a subset of the interests held by Licensor from time to time. Licensee shall not violate the Site Documents.

1.5 Condition of Use Areas. The Use Areas are being made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use.

1.6 No Real Property Interest. Notwithstanding any provision hereof to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights herein are limited to the use and occupation of the Use Areas for the Permitted Uses. Licensee's rights in the Use Areas are limited to the specific limited license rights created by this Agreement.

1.7 Limited Rights in Use Areas. This Agreement grants Licensee no rights to or use of the Use Areas other than those expressly granted herein.

1.8 Reserved Right and Competing Users and Activities. Notwithstanding anything in this Agreement to the contrary, Licensor specifically reserves to itself and excludes from this Agreement a non-exclusive delegable right (the "Reserved Right") over the entire Use Areas for all manner of real and personal improvements and for streets, sidewalks, trails, landscaping, utilities and every other land use of every description. Without limitation:

1.8.1 Competing Users. Water/waste/storm pipes, pavement, fiber, telephony, electric lines, cable, and other facilities may all be located within the same Segment of ROW with portions of the Plant. Licensee accepts the risk that Licensor and others (the "Competing Users") may now or in the future install their facilities in the Use Areas in locations that make parts of the ROW unavailable for Licensee's use. The Competing Users include without limitation Licensor, the State of Arizona and its political subdivisions, the public, and all manner of utility companies and other existing or future users of the Use Areas.

1.8.2 Competing Activities. Licensee accepts the risk that there may

now or in the future exist upon the Use Areas all manner of work and improvements upon the Use Areas (the "Competing Activities"). The Competing Activities include without limitation any and all laying, construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning or other dealing with any or all of the following, whether above, upon or below the surface of the Use Areas and whether occasioned by existing or proposed uses of the ROW or existing or proposed uses of adjoining or nearby land:

1.8.2.1 All manner of streets, alleys, signs, sidewalks, trails, ways, traffic control devices, tunnels, trains and gates of every description, and all manner of other transportation facilities and their appurtenances.

1.8.2.2 All manner of pipes, fiber, wires, cables, vaults, cabinets, conduits, sewers, pumps, valves, switches, conductors, connectors, poles, supports, anchors, access points and guys of every description, and all manner of other utility facilities and their appurtenances.

1.8.2.3 All manner of canals, drains, bridges, viaducts, overpasses, underpasses, culverts, markings, balconies, porches, overhangs, and other encroachments of every description and all manner of other facilities and their appurtenances.

1.8.2.4 All other uses of the ROW that Licensor may permit from time to time.

1.8.3 Reserved Right. The Reserved Right includes the right to use and allow other Competing Users to conduct Competing Activities at any location upon the Use Areas.

1.8.4 Licensor's Rights Cumulative. All of Licensor's Reserved Rights under various provisions of this Agreement shall be cumulative to each other.

1.8.5 Use Priorities. This Agreement does not grant to Licensee or establish for Licensee any exclusive rights or priority in favor of Licensee to use the Use Areas. Licensee's use of the Use Areas shall be subordinate to all Competing Activities. Licensee shall not obstruct, impede, disrupt or interfere with or prevent any Competing User from using the Use Areas.

1.8.6 Regulation. Licensor shall have full authority to regulate use of

the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and to require Licensee to cooperate and participate in implementing such resolutions. Without limitation, Licensors may take any or all of the following into account in regulating use of the Use Areas:

1.8.6.1 All timing, public, operational, financial, and other factors affecting existing and future proposals, needs, and plans for Competing Activities.

1.8.6.2 All other factors Licensors may consider relevant, whether or not mentioned in this Agreement.

1.8.6.3 Differing regulatory regimes or laws applicable to claimed rights, public benefits, community needs and all other factors relating to Competing Users and Competing Activities.

1.8.7 Plant Relocation. Upon Licensors' request, Licensee shall temporarily or permanently relocate or otherwise modify the Plant (the "Relocation Work") as follows:

1.8.7.1 Licensee shall perform the Relocation Work at its own expense when required by Licensors' city manager or designee.

1.8.7.2 The Relocation Work includes all work determined by Licensors to be necessary to accommodate Competing Activities, including without limitation temporarily or permanently removing, protecting, supporting, disconnecting or relocating any portion of the Plant.

1.8.7.3 Licensors may remove any portion of the Plant from the ROW if any part of the Relocation Work has not begun on or before the day that is sixty (60) calendar days after Licensee has received written notice from Licensors, unless otherwise agreed to in writing by both Licensors and Licensee. Licensee shall reimburse Licensors for its actual costs (including administration) in removing the Plant.

1.8.7.4 Licensors may remove the Plant or perform any part of the Relocation Work that has not been completed within thirty (30) calendar days after Licensee has begun the Relocation Work, unless otherwise agreed on in writing by both Licensors and Licensee. Licensee shall reimburse Licensors for its actual

costs (including administration) associated with removing the Plant and/or performing any Relocation Work.

1.8.7.5 If Licensors remove any portion of the Plant due to a city project undertaken by Licensors, or the agents, contractors or employees of Licensors, and requires the modification, replacement, repair, installation, construction or removal of any portion of the ROW then Licensee shall not install any portion of the Plant removed by Licensors until the city project is completed or unless otherwise agreed to in writing by both Licensors and Licensee.

1.8.7.6 Licensors has no obligation to move Licensee's, Licensors' or others' facilities. Licensee is responsible for performing any of the Relocation Work in a timely manner. Licensee shall defend, indemnify and hold harmless Licensors, its employees, elected officials, consultants, contractors and agents, for, from and against any and all claims, demands, liens, causes of actions, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs) arising from or alleged to arise from damage caused by Licensors to any of Licensee's facilities installed within the ROW and/or from any interference or service interruptions to any Licensee's activities as a result of Licensors removing or relocating Licensee's facilities.

1.8.7.7 Licensors and not Licensee shall be entitled to use any of Licensee's facilities that are abandoned in place or that are not timely relocated pursuant to Section 1.8.7.3.

1.8.7.8 All Relocation Work shall be subject to and comply with all other provisions of this Agreement.

1.8.7.9 Licensee's relocation obligations hereunder are not intended to create any legal rights in any third party. Without limitation, no third party shall be a third-party beneficiary of such obligations, and, therefore, any and all obligations third parties may have to bear the cost of relocating Licensee's facilities in connection with Competing Activities shall not be diminished by Licensee's relocation obligations hereunder.

1.8.8 Disruption by Competing Users. Neither Licensors nor any agent, contractor or employee of Licensors shall be liable to Licensee, its customers or third parties for any service disruption or for any other harm caused them or the Plant due to Competing Users or Competing Activities.

1.8.9 Damage. Licensee shall be liable for any damage to or disturbance of Licensors controlled property and/or private property located in the ROW caused by Licensee's failure to act in a timely manner. All public and private property damaged or disturbed by Licensee's activities shall be promptly repaired, replaced and/or restored by Licensee at Licensee's sole expense to as good a condition as before such damage or disturbance and to the Licensors reasonable satisfaction. Licensee shall not install, maintain or use any of the Plant in such a manner as to damage or interfere with another Competing Users use of the ROW of the Licensors. In accordance with Arizona Revised Statutes §40-360.21 et seq., Licensee shall appropriately notify Arizona 811/Arizona Blue Stake (800-782-5348) before beginning construction.

1.8.10 Emergency Disruption by Licensors. Licensors may remove, alter, tear out, relocate or damage portions of the Plant in the case of fire, disaster, or other emergencies if Licensors city manager or designee deems such action to be reasonably necessary under the circumstances. In such event, neither Licensors nor any agent, contractor or employee of Licensors shall be liable to Licensee or its customers or third parties for any harm so caused to them or the Plant. When practical, Licensors shall consult with Licensee in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Plant. In any event, Licensors shall inform Licensee as soon as practicable after such actions. Licensee's work to repair or restore the Plant shall be Relocation Work.

1.8.11 Public Safety. If the Plant or any other Licensee equipment, improvements or activities within the Use Areas present any immediate hazard or impediment to the public, to Licensors, to other improvements or activities within or without the Use Areas, or to Licensors ability to safely and conveniently operate the ROW or perform Licensors utility, public safety and other public health, safety and welfare functions, then Licensee shall immediately remedy the hazard, comply with Licensors requests to secure the Use Areas, and otherwise cooperate with Licensors at no expense to Licensors to remove any such hazard or impediment. Licensee's work crews shall report to the Use Areas within two (2) hours of any request by Licensors under this paragraph.

II. TERM OF AGREEMENT

2. Term of Agreement. The term of this Agreement is as follows:

2.1 Original Term Expiration. The original term of this Agreement shall terminate 11:59 p.m. on the date that is the fifth (5th) annual anniversary of this Agreement, unless sooner terminated as set forth in this Agreement.

2.2 Extensions. The term of this Agreement may be extended for three (3) additional five (5) year periods subject to the following:

2.2.1 No extension shall be effective without the written consent of both Licensors and Licensee.

2.2.2 Both Licensors and Licensee may withhold their consent to an extension in their sole and absolute discretion.

2.2.3 Both Licensors and Licensee shall indicate whether or not they consent to an extension by giving notice of consent to the other not more than one hundred eighty (180) calendar days and prior to the end of the original term (or, in the case of the second or subsequent extension, the prior extension).

2.2.4 Any future renewals or extensions of this license may include an increase in the annual fee and any other applicable fees set forth in this license.

2.2.5 Licensee shall pay to Licensors an Extension Application Fee. Such Extension Application Fee shall be determined at the time of each renewal. The Extension Application Fee shall be paid on or before the days that is thirty (30) calendar days prior to the end of the original term (or, in the case of the second or subsequent extension, the prior extension).

2.3 Agreement Accepted. By accepting this Agreement, Licensee covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by the City Code, the Telecommunications Laws, Arizona Law, and this Agreement.

III. LICENSEE'S PAYMENTS

3. Licensee's Payments. Licensee shall make payments to Licensors as follows:

3.1 Fee Payment Items. Licensee shall pay to Licensors each of the following separate and cumulative amounts (collectively the "Fee Payment"):

3.1.1 Application Fee or Extension Application Fee based on Licensors's costs associated with administration of this Agreement.

3.1.2 An amount (the "Annual Fee Payment") based on Licensors's administration of this Agreement and Licensee's use of the ROW to install the Plant.

3.1.3 An amount (the "Permit Fee Payment") based on Licensee's permit review and other costs as set out below.

3.1.4 An amount (the "Violation Fee Payment") based on certain breaches by Licensee of this Agreement as set out below.

3.1.5 An amount (the "New Use Area Payment") based on Licensee's use of the ROW to install the Plant that is made at the time Licensor issues permits for construction within the ROW and which New Use Areas were not previously included within the Annual Fee Payment.

3.1.6 All other amounts required by this Agreement.

3.2 Annual Fee Payment Amount.

3.2.1 Licensee shall pay to Licensor, as the Annual Fee Payment:

3.2.1.1 One thousand dollars (\$1,000.00) in any year an Application Fee or an Extension Application Fee is not paid, for the costs related to the administration of this agreement.

3.2.1.2 Licensee shall pay to Licensor, as the Annual Fee Payment eighty-nine cents (\$.89) per linear foot of trench in the ROW where Licensee installs copper, fiber optic or other cable conductor and/or conduit and its uses do not conform to the definition of "Telecommunication Services" as defined in A.R.S. §9-581. Notwithstanding the above the total amount paid by Licensee to Licensor per linear foot of trench in the ROW shall not exceed an amount equal to five percent (5%) of Licensee's gross revenues, as defined below, for the one (1) year period prior to the Annual Fee Payment due date. Unless or until Licensee has such paying customers and what are deemed gross revenues under this Agreement, Licensee shall pay the eighty-nine cents (\$.89) per linear foot of trench in the ROW in full without any cap.

3.2.1.3 Gross revenues means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half per cent annually, that is received directly or indirectly by the Licensee, its affiliates, subsidiaries or parent or any person, firm or corporation in which the Licensee has a financial interest or that has a financial interest in Licensee and that is derived from the services that utilize the Plant and are provided within the Use Areas. Gross revenues include all revenue from charges for services to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive services that utilize the Plant and are provided within the Use Areas, and any

other receipts from subscribers derived from operating the Plant, including receipts from forfeited deposits, sale or rental of equipment, late charges, interest and sale of program guides. Gross revenues do not include any revenue subject to a transaction privilege tax of the licensing authority. Gross revenues also include all income Licensee receives from the lease of the Plant located in the ROW, unless services that the Lessee provides are subject to a transaction privilege tax by Licensor. Gross revenues do not include revenues from fees, taxes, or other fees or charges that the Licensee collects and pays to any governmental authority, any increase in the value of any stock, security or asset, or any dividends or other distributions made in respect of any stock or securities.

3.2.1.4 If at any time Licensee cannot demonstrate and make warrant to Licensor that any portion of the Plant conforms to the definition "Telecommunications Services" as defined in A.R.S. §9-581 and Licensee is exempt from any fee then that portion of the Plant shall be subject to the Annual Fee Payment described above. Licensee acknowledges and agrees that any portion of the Plant not subject to the Annual Fee Payment is subject to Licensor's Transaction Privilege Tax and shall be paid in accordance with applicable tax laws.

3.2.2 Under certain circumstances the Annual Fee Payment may be offset by fair and reasonable compensation of in-kind exchanges of fiber, conduit, and/or joint trenching for Licensor's exclusive, subject to Section 3.12 below.

3.3 Appropriate Taxes. Licensee shall be responsible for any applicable taxes associated with this Agreement.

3.4 Permit Fee Payment Amount. The amount of the Permit Fee Payment shall be the total amount of all applicable ordinary fees (the "Ordinary Permit Charges") payable to Licensor for Licensor's review of plans, issuance of permits, and inspection of Licensee's work upon the Use Areas.

3.5 Adjustments. The dollar figures stated in Section 3.2.1 of this Agreement shall be automatically adjusted upward annually on July 1st. The adjustment shall be made on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, all items, published by the United States Bureau of Labor Statistics (the "Cost of Living Index") for the month of January. In no event shall any amount be adjusted downward from any previous period. If the Cost-of-Living Index has not been published on any adjustment date, Licensor shall have the right to estimate the Cost-of-Living Index and to make the adjustments based on such estimate, subject to adjustment when the actual figures become known. If such Cost-of-Living Index

shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, then an index published by any state or federal agency or an index, formula or table accepted generally by the real estate profession shall be used as chosen by Licensor in Licensor's reasonable discretion. Any delayed adjustment shall be effective retroactively.

3.6 Fee Payment Cumulative. All items of Fee Payment shall be cumulative and separate from each other.

3.7 Fee Payment Schedule. Except as specifically provided elsewhere for Violation Fee Payment, Licensee shall pay all Fee Payment on the following schedule:

3.7.1 Licensee shall pay to Licensor an initial Application Fee prior to entering into the Agreement and thereafter an Extension Application Fee shall be paid on or before the day that is thirty (30) calendar days prior to the end of the original term or, in the case of the second or subsequent extension, on or before the day that is thirty (30) calendar days prior to the end of the extension.

3.7.2 If Licensee has already installed any portion of the Plant prior to entering this Agreement Licensee shall pay the first Annual Fee Payment on or before the day that is thirty (30) calendar days after the date of this Agreement. Each calendar year thereafter, Licensee shall pay the Annual Fee Payment on or before the day that is thirty (30) calendar days before the anniversary date of this Agreement. The Annual Fee Payment shall be made simultaneously with the submission of the fiber route map, as required in this Agreement, and shall clearly state the total linear feet of trench in the ROW as of the anniversary date of this Agreement.

3.7.3 Licensee shall pay the Permit Fee Payment at the times and in the amounts specified by Licensor's normal processes for Ordinary Permit Charges.

3.7.4 If Licensee desires to expand the Plant to New Use Areas, Licensee shall pay the New Use Area Payment on or before the day that is thirty (30) calendar days after the date Licensor issues any permit for construction within the ROW based on Licensee's expanded use of the ROW to install the Plant. The New Use Area Payment shall be made simultaneously with the submission of an updated fiber route map, as required in this Agreement, and shall clearly state the total linear feet of trench in the ROW.

3.7.5 All other Fee Payment shall be payable quarterly in arrears on the last calendar day of the first month of the next calendar quarter. For example, the Violation Fee Payment for the first calendar quarter of a

year shall be payable on or before April 30.

3.8 Fee Payment Amount Report Each installment of Fee Payment by the Licensee, other than Permit Fee Payment, shall include a report showing the manner in which each component of the Fee Payment was calculated. The report shall summarize the transactions giving rise to the License Fee Payment.

3.9 Letter of Credit. Within ten (10) calendar days after the date of this Agreement, Licensee shall provide to Licensors a letter of credit as follows:

3.9.1 The amount of the letter of credit shall be Fifty Thousand Dollars (\$50,000).

3.9.2 The letter of credit is an additional security deposit for Licensee's performance of all of its obligations under this Agreement.

3.9.3 The letter of credit shall meet the requirements listed on Exhibit "A" attached hereto.

3.9.4 Licensee shall provide and maintain the letter of credit during the entire term of this Agreement as follows:

3.9.4.1 Licensee shall cause the original letter of credit to be delivered to Licensors's financial services director.

3.9.4.2 Licensee shall pay all costs associated with the letter of credit, regardless of the reason or manner such fees are required.

3.9.4.3 Within fourteen (14) calendar days after Licensors gives Licensee notice that Licensors has drawn on the letter of credit, Licensee shall cause the letter of credit to be replenished to its prior amount.

3.9.4.4 Licensors may adjust the amount of the letter of credit upward annually on July 1st. The adjustment shall be made based on the Cost-of-Living Index for the month of January of that same year. If the amount of the letter of credit is adjusted upward then Licensee shall provide a new letter of credit to Licensors upon the expiration of the existing letter of credit or within sixty (60) days of Licensors's request, whichever is sooner.

3.9.5 Licensors may draw on the letter of credit upon any Event of Default as defined in Section 9.1 of this Agreement, and in the following circumstances whether or not they are an Event of Default:

3.9.5.1 Licensee fails to cause the letter of credit to be renewed, extended, increased in amount or otherwise maintained as required by this agreement.

3.9.5.2 Licensee fails to make monetary payments as required under this Agreement.

3.9.5.3 The issuer of the letter or a previous issuer of credit fails or failed to immediately honor a draft on the letter of credit or otherwise repudiates or fails to honor the letter of credit.

3.9.6 Licensors shall also have such additional rights regarding the letter of credit as may be provided elsewhere in this Agreement.

3.10 Late Fees. Fee Payment is deemed paid only when Licensor actually receives good cash payment. Should any Fee Payment not be paid on or before the date due, a late fee shall be added to the amount due in the amount of the greater of ten percent (10%) of the amount due, or One Hundred Dollars (\$100). Furthermore, any Fee Payment that is not timely paid shall accrue simple interest at the rate of one and one-half percent (1.5%) per month from the date the amount first came due until paid. Licensee expressly agrees that the foregoing represent fair and reasonable estimates by Licensor and Licensee of Licensor's costs (such as accounting, administrative, legal and processing costs, etc.) in the event of a delay in payment of Fee Payment. Licensor shall have the right to allocate payments received from Licensee among Licensee's obligations.

3.11 New Use Area Payment. If Licensee requests to add New Use Areas at any time after Licensee pays the Annual Fee Payment, and the New Use Areas were not included within the calculation of the Annual Fee Payment, then Licensee shall pay Licensor, prior to or simultaneously with Licensor's issuance to Licensee of a permit to install Licensee's Improvements within the ROW, eighty-nine cents (\$.89) per linear foot of trench permitted to be constructed or installed within the ROW, prorated based on the number of months the New Use Areas will actually contain any installed Plant during the current calendar year used to calculate such already paid Annual Fee Payment. Thereafter for subsequent Annual Fee Payments, the New Use Areas shall be included within the Use Areas. Under certain circumstances the New Use Area Payment may be offset by fair in-kind exchanges of fiber, conduit, and/or joint trenching for Licensor's exclusive use as outlined within this Agreement.

3.12 Fee Payment Amounts Cumulative. All amounts payable by Licensee hereunder or under any tax, assessment or other existing or future ordinance, law or other contract or obligations to the City of Goodyear or the State of Arizona shall be cumulative and payable in addition to each other payment

required hereunder, and such amounts shall not be credited toward, substituted for, or setoff against each other in any manner.

3.13 In-Kind Fiber and Conduit in Lieu of Annual Fee.

3.13.1 The Annual Fee Payment described above may be offset either in whole or in part by in-kind exchange of fiber, conduit and/or joint trenching for Licensor's exclusive use. Any in-kind exchange of fiber, conduit and/or joint trenching for Licensor's use shall be set forth in a separate agreement between Licensor and Licensee.

3.13.2 The value of the construction, permitting and installation costs of fiber strands, cable, conduit and/or joint trenching for Licensor's exclusive use (the "City Fiber") that is constructed and installed by Licensee may be credited against the Annual Fee Payment paid by Licensee to Licensor. Any City Fiber installed under this section and credited towards the Annual Fee Payment shall be for Licensor's sole and exclusive use. Notwithstanding the above any separate agreement may allow Licensee to use fiber strands located in the same fiber package or cable containing City Fiber that is not exclusive to Licensor.

3.13.3 The assessed value of the City Fiber shall be treated as fair and reasonable compensation for Licensee's use of the Licensor's ROW for Licensee's fiber network and the value shall be credited against the Annual Fee Payment.

3.13.4 Prior to the construction or installation of any City Fiber, Licensee shall provide Licensor a maximum probable cost of the construction, permitting and installation costs for all City Fiber (the "Maximum Probable Costs") for Licensor's approval, which shall be at Licensor's sole discretion. Licensor shall either approve or reject the Maximum Probable Costs within sixty (60) calendar days after submittal by Licensee, if Licensor has not approved or rejected such Maximum Probable Costs within sixty (60) calendar days then the Maximum Probable Costs submitted shall be treated as rejected by Licensor. If Licensor approves the Maximum Probable Costs such costs shall be the maximum amount that may be credited towards the Annual Fee Payment ("the Maximum Credit Amount"). Licensee shall provide Licensor with the actual costs of the City Fiber (the "Actual Costs") within sixty (60) calendar days of Licensor's acceptance of the City Fiber. Licensor shall either approve or reject the Actual Costs within thirty (30) calendar days after submittal by Licensee to Licensor. If Licensor has not approved or rejected such Actual Costs within thirty (30) calendar days, the Actual Costs submitted shall be treated as rejected by Licensor. After any rejection of the Actual Costs Licensee will make any necessary corrections and resubmit the Actual Costs to Licensor. After acceptance of the Actual Costs, Licensor shall credit the

lesser of the Maximum Credit Amount or the Actual Costs towards the Annual Fee Payment. Notwithstanding the limitations above, the amount credited towards the Annual Fee Payment is subject to a one-time increase based upon Licensor's substantiated and uncontrollable construction costs related to the installation of the City Fiber. Any increase in the credit towards the Annual Fee Payment must be confirmed in writing and approved by the City Engineer, or their designee. However, in no event shall the amount credited towards the Annual Fee Payment exceed a ten percent (10%) increase over the Maximum Credit Amount that was previously approved by Licensor.

3.13.5 Any separate agreement that outlines the construction of City Fiber shall, at a minimum, include the specific locations of the installation of the City Fiber, the number of fiber strands or cables to be provided for Licensor's exclusive use, the diameter conduit to be installed, any additional equipment and/or access points provided to Licensor, that Licensor shall have an indefeasible right of use in the City Fiber and, any and all City Fiber shall remain the property of Licensor and the Maximum Credit Amount that may be credited towards the Annual Fee Payment.

3.13.6 Licensor shall have an indefeasible right of use in the City Fiber. Any and all City Fiber shall remain at all times the property of Licensor after expiration or termination of this Agreement. Notwithstanding the above any separate agreement may allow Licensor to use fiber strands located in the same fiber package containing City Fiber, such fiber packages, cables or fiber strands may remain the property of Licensee subject to the separate agreement.

3.13.7 Licensee shall provide Licensor prompt access to any City Fiber within sixty (60) calendar days after each segment is completed. Licensee shall notify Licensor of any segment completion.

3.13.8 Prior to conveying the City Fiber, Licensee shall verify that both have been installed and are ready for immediate use and shall permit Licensor's staff the opportunity to inspect both upon request. All fiber, cables and/or vaults that are included as City Fiber shall be identified with tags or labels in accordance with Licensee's usual operations procedures.

3.13.9 If during the term of this Agreement, Licensee undertakes the relocation of any segment of Licensee's network that contains City Fiber, Licensor shall proceed with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent of, the time of, and the methods to be used for such relocation; provided that: (i) any such relocation shall be constructed and the City Fiber shall be tested as set forth above; and (ii) if the relocation is at Licensee's discretion, Licensee shall maintain the end points of the City Fiber. Licensee must

give Licensor not less than sixty (60) calendar days prior notice of any such relocation.

3.13.10 Limitation of Use of City Fiber:

3.13.10.1 Licensor warrants and covenants that it will use City Fiber in compliance with all applicable government codes, ordinances, laws, rules and regulations.

3.13.10.2 Licensor's use of City Fiber shall be for government use only. Licensor may allow other government entities, contractors or agents to utilize the City Fiber. Licensor may allow other third parties to access and utilize City Fiber on behalf of Licensor.

3.13.10.3 Subject to the limitations set forth in this Agreement, Licensor may use the City Fiber for any lawful purpose.

3.13.10.4 Both parties shall promptly notify each other of any known matters pertaining to, or the occurrence (or impending occurrence) of, any event which would likely give rise to any damage or impending damage to or loss of licensee's fiber network.

3.13.10.5 Licensor shall not use City Fibers in a way that interferes with or adversely affects the use of any other fibers within the Licensee's fiber network. The Parties acknowledge that Licensee's network may include other participants, including Licensee and other owners and users of telecommunications systems.

3.13.11 Licensee shall maintain the City Fiber provided in good operating condition for normal use. Excluding instances of negligent use or operation by the Licensor, such substitute fibers shall be provided to the City at the sole cost and expense of Licensee, including all disconnect, reconnect, equipment relocation, and other costs, fees, and expenses and shall not adversely affect the use, operation, or performance of the Licensor's fiber and conduit, except to the extent of interruptions permitted for relocations. Licensee makes no other warranties, written or oral, statutory, express or implied, including, without limitation, the warranty of merchantability or fitness for a particular purpose or use regarding the provided fibers.

IV. USE RESTRICTIONS

4. Use Restrictions. Licensee's use and occupation of the Use Areas shall in all respects conform to all and each of the following cumulative provisions (collectively the "Restrictions"):

4.1 Permitted Uses. Licensee shall use the Use Areas solely for the Permitted Uses and shall conduct no other activity at or from the Use Areas. The Permitted Uses are limited to the following:

4.1.1 Constructing, maintaining, removing, repairing and operating the Plant as described in this Agreement.

4.1.2 Such additional related uses for which Licensor may give or retract written consent from time to time. Such additional uses may only be conducted following Licensor's giving to Licensee written notice of such consent. Licensor may terminate or impose conditions and limitations on such consent from time-to-time in Licensor's sole and absolute discretion.

4.2 Prohibited Uses. All other uses of the Use Areas are prohibited.

4.2.1 Licensee may use a User Contract to either "sell" or "lease" fibers or conduit in the Plant or otherwise grant permission to the third party to use fibers or conduit in the Plant. However, all User Contracts and all rights and interests created or affected in any way thereby, however denominated, shall be subject to and limited by all provisions of this Agreement, provided that Licensee or a sublicensee shall not be subject to payment of duplicate fees or taxes under this Agreement for the same Plant. In no event shall Licensor be bound in any way by any provision of any User Contract.

Should Licensee sell or transfer title to a third party to use fiber or conduit within the ROW, Licensee shall inform the Licensor within forty-five (45) calendar days of the name of the provider, location and length of the fiber or conduit route sold or otherwise granted permission to a third party through an indefeasible right of use agreement or similar contractual arrangement.

4.2.2 Within thirty (30) calendar days after a notice of request by Licensor, such notice to be given not more often than once in any twelve (12) month period, Licensee shall deliver to Licensor a notice describing the User Contracts. The notice shall state the following:

4.2.2.1 The name of the third party.

4.2.2.2 The name, title, address, telephone number, and email address of a person with authority to speak for the third party.

4.2.2.3 The route of the proposed service.

4.2.2.4 The street address within the City of Goodyear, if any, where data under the User Contract will be introduced to or received from the Private Plant.

4.2.2.5 The duration of the User Contract and any extension rights.

4.3 Regulated Activities. The following additional requirements apply to certain uses (the "Regulated Activities") of the Plant

4.3.1 The following are Regulated Activities:

4.3.1.1 Use of the Plant for cable television as defined by applicable Federal, state or local law or regulation.

4.3.1.2 Use of the Plant for open video service as defined by applicable Federal, state or local law or regulation.

4.3.2 Licensee shall not use the Plant for Regulated Activities without proper formal authorization from Licensor, separate from this Agreement.

4.3.3 Licensee may enter into User Contracts that allow third parties to use the Plant for the Regulated Activities only if the third party has already entered into an agreement with Licensor that allows the third party to conduct the Regulated Activity in the Use Areas.

4.3.4 If Licensee ever obtains or seeks federal, state or local approval to provide Regulated Activities over the Plant, this Agreement shall remain in effect according to its terms and Licensee shall continue to pay the Use Fees required by this Agreement, regardless of any legal or regulatory provisions, permits or other processes or rules that might now or hereafter provide otherwise.

4.3.5 Without limiting the other amendment or waiver provisions of this Agreement, no change to or waiver of this Agreement's provisions regarding Regulated Activities is effective without a formal amendment to this Agreement executed by Licensor after approval by Licensor's city council. Licensor has not promised any such amendment or waiver. This Agreement does not prohibit the parties from entering into other agreements regarding the Plant, should both parties desire to do so in their sole and absolute discretion.

4.4 Signs. All signage is prohibited except in compliance with the following requirements:

4.4.1 Signs Required. Licensee shall install and thereafter maintain all signs and markings that the Plant and Licensee's activities may make necessary for the safe use of the Use Areas by the public, Licensor, Licensee and other persons who may be at the Use Areas at any time for any reason.

4.4.2 Signs Covered. This paragraph shall apply to all signs, designs,

monuments, decals, graphics, posters, banners, markings, and other manner of signage.

4.5 Lighting. Lighting is prohibited except as this Agreement may specifically allow for construction activities.

4.6 Noise. Except during approved construction, noise at the Use Areas is subject to the following limitations:

4.6.1 Except for vehicle backup alarms and other safety devices, outdoor loudspeakers, sirens or other devices for making noise are prohibited. All equipment must be equipped with appropriate mufflers and other sound control devices.

4.7 Governmental and Neighborhood Relations. Licensee shall conduct its activities in coordination with Licensor as necessary to maintain good relations with all Third Parties, governmental and other entities having jurisdiction over the Use Areas, all other occupants of the Use Areas, and the occupants of surrounding real property. Licensee shall immediately give to Licensor notice of any actual or threatened dispute, violation or other disagreement relating to the Use Areas. Licensee is not an agent for Licensor. Without limitation, such entities (who are not third-party beneficiaries to this Agreement) include (to the extent that such entities have jurisdiction over the Use Areas):

4.7.1 State of Arizona

4.7.2 Maricopa County

4.7.3 Bureau of Reclamation

4.7.4 Central Arizona Water Conservation District

4.7.5 Salt River Project

4.8 Licensee's Agent. Licensee shall at all times retain on call available to Licensor by telephone an active, qualified, competent and experienced person to supervise all activities upon the Use Areas and operation of the Plant and who shall be authorized to represent and act for Licensee in matters pertaining to all emergencies and the calendar day-to-calendar day operation of the ROW and all other matters affecting this Agreement. Licensee shall also provide notice to Licensor of the name, street address, electronic mail address, and regular and after-hours telephone numbers of a person to handle Licensee's affairs and emergencies at the ROW. Any change shall be given in writing in the manner stated for notices under this Agreement.

4.9 Coordination Meetings. Licensee shall meet with Licensor and other

ROW users from time to time as requested by Licensor to coordinate and plan construction on the ROW and all matters affected by this Agreement. Licensor may require Licensee to coordinate construction with third-parties or other ROW users in order to install the Plant.

4.10 Hazardous Substances. Licensee's activities upon or about the ROW shall be subject to the following regarding any hazardous or toxic substances, waste or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., or the Toxic Substances Control Act, 15 U.S.C. 2601, et seq., or any other applicable federal, state, county, or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

4.10.1 Licensee shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the ROW. The prohibitions of the preceding sentence only shall not apply to:

4.10.1.1 Ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery ("Minimal Fueling").

4.10.1.2 Electric backup batteries.

4.10.1.3 Any other materials that are commonly used in the provision of a Fiber Optics Communication System and which Licensee has received written approval from Licensor to either produce, dispose, transport, treat, use or store upon or about the ROW.

4.10.2 Licensee shall dispose of any Toxic Substances away from the ROW as required by law and as reasonably required by Licensor.

4.10.3 Licensee shall not use the ROW in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality, or in a manner that would require a permit or approval from the Arizona Department of Environmental Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this Agreement.

4.10.4 In addition to and without limitation of any other indemnities or obligations, Licensee shall pay, indemnify, defend and hold Licensor harmless against any loss or liability incurred by reason of any Toxic Substance on or affecting the ROW Use Areas attributable to or caused by Licensee or anyone using the ROW under this Agreement.

4.10.5 Licensee shall immediately notify Licensor of any Toxic Substance at any time discovered or existing upon the ROW. Licensee is not responsible for Toxic Substances that may exist at the ROW if Licensee, Licensee's contractors, and other persons using the ROW under this Agreement did not do any of the following:

4.10.5.1 Participate in the Toxic Material coming to the ROW.

4.10.5.2 Fail to immediately report the Toxic Material to Licensor.

4.10.5.3 Participate in spreading or otherwise disturbing the Toxic Material.

4.10.5.4 Exacerbate the effects of the Toxic Material or the difficulty or cost of dealing with the Toxic Material.

4.10.6 Licensee understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Licensee acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.

4.10.7 Within six (6) hours after any violation by Licensee of this Agreement pertaining to Toxic Substances, Licensee shall give Licensor notice reporting such violation.

4.11 Communications Operations Restriction. Licensee shall not install, operate, or allow the use of equipment, methodology or technology that may or would interfere with the optimum effective use or operation of Licensor's existing or future fire, emergency or other communications equipment, methodology or technology (i.e., voice or other data carrying, receiving or transmitting equipment). If such interference should occur, Licensee shall immediately discontinue using the equipment, methodology or technology that causes the interference until Licensee takes corrective measures to alter the Plant to eliminate such interference. Any such corrective measures shall be made at no cost to Licensor.

4.12 Access by Others. Licensee shall cause to comply with this Agreement

all persons accessing the ROW through or under Licensee or this Agreement. Licensee is responsible for any violations of this Agreement by persons physically accessing the ROW through or under Licensee or this Agreement.

V. IMPROVEMENTS BY LICENSOR

5. Improvements by Licensor. Licensor has not promised to and is not obligated in any manner to make any improvements or perform any other construction or other work at the ROW.

VI. LICENSEE'S IMPROVEMENTS GENERALLY

6. Licensee's Improvements Generally. All of Licensee's improvements and other construction work whether or not specifically described herein upon the ROW (collectively "Licensee's Improvements") shall comply with the following and any such non-compliance shall be a material breach of this Agreement:

6.1 Construction Plans. Annually, and from time to time upon reasonable request, with at least thirty (30) calendar days prior written notice by Licensor, Licensee shall deliver to Licensor route maps showing plans for existing and proposed construction of the Plant along arterials and other principal streets and public ways within the city.

6.1.1 Annually Licensee shall furnish to Licensor route maps in a mapping format compatible with the current City electronic mapping format as specified by Licensor. The route map shall include detailed quantities of linear feet of fiber, and the size of the fiber and conduit installed within the ROW.

6.1.2 Licensor shall not be required to execute any non-disclosure agreements or any other agreement to receive any route maps.

6.1.3 The files and drawings provided by Licensee shall be disclosed as a public record only to the extent required by A.R.S. § 39-126.01. If applicable, Licensee shall mark any submitted files and drawings subject to § 39-126.01 non-disclosure as "Confidential". Confidential information disclosed by Licensee to Licensor shall be clearly marked and identified as confidential and shall be regarded as proprietary to third parties.

6.2 Abandonment of ROW and Easements. From time-to-time the ROW and public utility easements within the boundaries of the City of Goodyear will decrease due to abandonments. Prior to Licensor abandoning any portion of the ROW or public utility easements it is necessary to obtain utility clearance letters to ensure no infrastructure has been installed within any portion of the

ROW or public utility easement that is to be abandoned. After Licensor notifies Licensee of potential abandonments of the ROW and/or public utility easements, Licensee shall respond to Licensor within fifteen (15) calendar days and clearly state if the Plant or any portions thereof are located within the ROW and/or the public utility easement that is to be abandoned. If Licensee notifies Licensor that any portion of the ROW or public utility easement that is to be abandoned contains the Plant, then such planned abandonment shall be suspended pending a resolution by Licensor. If Licensor has not received any response from the Licensee within fifteen (15) calendar days after Licensor has notified Licensee of any potential abandonment of the ROW, Licensor shall have the right to abandon said portion of the ROW and neither Licensor nor any agent, contractor or employee of Licensor shall be liable to Licensee, its customers or third parties for any costs, service disruption or for any other harm caused them or the Plant due to Licensor's abandonment of the ROW.

6.3 Permits and Inspections.

6.3.1 Prior to performing work upon the ROW, Licensee shall submit all work plans to Licensor for review by Licensor's staff in designated departments responsible for such review and shall obtain all permits and other approvals related thereto. During the course of the work, Licensee shall observe inspection, safety and other rules.

6.3.2 After Licensor issues any permits to Licensee to install the Plant or any portion thereof Licensee shall video record all water and/or wastewater/sewer lines owned by Licensor that are within ten feet (10') of the proposed Plant installation and provide copies of the video recordings to Licensor. Within thirty (30) calendar days following completion of construction or installation of the Plant, Licensor shall video record all water and/or wastewater/sewer lines owned by Licensor that are within ten feet (10') of the Plant installation and provide copies of the video recordings to Licensor. All video recordings shall be done to Licensor's standards and submitted to Licensor in a format approved by Licensor.

6.3.3 Licensor's issuance of a permit does not represent any determination or assurance by Licensor that the installation of the Plant or any portion thereof will not damage, conflict with, or interfere with any Competing User's facilities installed within the ROW. Licensee is responsible for ensuring that the installation of the Plant will not damage any Competing User's facilities and/or equipment or impair the operations of any Competing User that has facilities installed within the ROW. Licensee shall defend, indemnify and hold harmless Licensor, its employees, elected officials, consultants and agents, for, from and against any and all claims, demands, liens, causes of actions, losses, damages, liabilities, costs and expenses (including reasonable

attorneys' fees and costs) arising from or alleged to arise from damage caused by Licensee to any Competing User's facilities installed within the ROW and/or from any interference or service interruptions to any Competing Activities as a result of damage caused by Licensee to any Competing User's facilities.

6.4 Licensee's Improvements. Licensee's Improvements include, without limitation all modification, replacement, repairs, installation, construction, grading, structural alterations, utility, lighting or other alterations, parking or traffic alterations, removal, demolition or other cumulatively significant construction or similar work of any description, together with all installation or alteration of the Plant.

6.5 Regulatory Approval Process. The building permit processes, ROW management and similar regulatory requirements that apply to Licensee's Improvements are completely separate from the requirements of this Agreement. Licensee's satisfaction of any requirement of this Agreement does not count toward any compliance with any regulatory requirement. Licensee's satisfaction of any regulatory requirement does not count toward compliance with any requirement of this Agreement. Licensee must make all submittals and communications regarding the requirements of this Agreement through Licensor's contract administrator for this Agreement, and not through planning, building safety or other staff. Licensee must obtain all approvals in accordance with all present and future Licensor codes, policies and procedures.

6.6 Relationship of Plans Approval to Regulatory Processes. Licensee's submission of plans under this Agreement, Licensor's approval of plans for purposes of this Agreement, and the plans approval process under this Agreement, shall be separate and independent of all zoning, design review and other regulatory or similar plans submittal and approval processes, all of which shall continue to apply in addition to the requirements of this Agreement and its approvals. BUILDING PERMITS, ZONING CLEARANCES, OR ANY OTHER GOVERNMENTAL REVIEWS OR ACTIONS DO NOT CONSTITUTE APPROVAL OF ANY PLANS FOR PURPOSES OF THIS AGREEMENT.

6.7 Work Standards. All work by Licensee under this Agreement shall conform to the standards of the Maricopa Association of Governments and of the City of Goodyear Design Standards and Practices Manual, as either may be amended from time to time. All construction by Licensee must comply with applicable ROW noise, light, timing, event planning, dust and other policies in effect from time to time.

6.8 Cost of Licensee Improvements. All Licensee's Improvements shall be designed and constructed at no expense to Licensor. In no event, including without limitation termination of this Agreement for any reason, shall Licensor be obligated to compensate Licensee in any manner for any of Licensee's

Improvements or other work provided by Licensee during or related to this Agreement. Licensee shall pay, protect, indemnify, defend and hold harmless Licensor and Licensor's employees, officer's, contractors and agents against all claims related to labor, materials, professional services and other work for Licensee's Improvements. Licensee shall bear the cost of all work required from time to time to cause the ROW and other nearby property owned by Licensor to comply with local zoning rules, the Americans with Disabilities Act, building codes and all similar rules, regulations and other laws if such work is required because of work performed by Licensee, by Licensee's use of the ROW, or by any exercise of the rights granted to Licensee under this Agreement.

6.9 Improvement Quality. Any and all work performed on or within the ROW by Licensee shall be performed in a workman-like manner in accordance with industry, professional, federal, state and Licensor's standards, as reasonably determined by Licensor and shall be diligently pursued to completion and in conformance with all building codes and similar rules.

6.10 Damage During Work.

6.10.1 If Licensee causes damage to Licensor's property or facilities, including but not limited to, water or wastewater/sewer lines, Licensee shall immediately report such damage to Licensor.

6.10.2 If Licensee causes damage to a third party's property or facilities Licensee shall immediately report such damage to Licensor and the third party.

6.10.3 If Licensee causes damage to the ROW, pavement, sidewalks, driveways, landscaping, wastewater/sewer lines, water lines or any other property during construction, installation, or repair of its facilities or Plant, Licensee or its authorized agent shall replace and restore such places as nearly as possible to its original condition that existed before the damage occurred. If the repair, replacement or restoration cannot replicate the original condition, Licensee shall return the site to a condition that approximates the original condition and compensate the City for any significant difference. All repair and restoration necessary to meet the requirements set forth in this section shall be at Licensee's expense and shall be conducted in a manner acceptable to Licensor, in its sole discretion.

6.10.4 Upon performing any work upon the ROW, Licensee shall simultaneously restore the ROW to its prior condition, as directed by Licensor and repair any holes, mounting surfaces or other damage whatsoever caused by Licensee's activities to the ROW. Such work shall include replacement of pre-existing vegetation and appropriate repairing or replacing pre-existing irrigation systems for revegetated

areas, if any.

6.11 Restoration.

6.11.1 Following installation, repair or replacement work performed in the Use Areas, Licensee shall restore disturbed areas of the Use Areas to a condition equal to or better than the condition of the Use Areas immediately prior to Licensee's activities. The preceding sentence does not require Licensee to repair or maintain Licensor's or third-party facilities at the Use Area unless such work is attributable in whole or in part to Licensee's use of the Use Area.

6.11.2 Licensee shall repair or replace all pavement, sidewalks, curbs, landscaping and any other Licensor's improvements of any description that may be damaged in the course of Licensee's activities under this Agreement. Such work, repair or replacement shall be to Licensor's standards, rules and/or policies published from time to time. Licensee shall coordinate with Licensor on all repairs or replacement of any of Licensor's facilities.

6.12 Indemnification. In addition to any indemnity granted in this Agreement and to the fullest extent permitted by law, Licensee agrees to indemnify, defend, and hold harmless Licensor and any of its departments, agencies, officers, employees, elected officials, and representatives from all damages, claims, or liabilities including without limitation personal injury, death, and property damage and expenses (including attorney's fees) arising out of, or resulting from any damage to any of Licensor's property, any damage to a third-party's property and Licensee's performance or failure to perform the restoration or repairs required of Licensee under the terms of this Agreement.

6.13 Coordination with Permit Process. Licensee shall perform no construction work in the Use Areas without obtaining through normal processes from Licensor all necessary or required permits that give Licensee permission to work in the ROW. Licensee shall not alter or perform any work to Licensor's improvements without first obtaining through normal processes from Licensor a permit giving permission to alter Licensor's improvements. Licensee shall not obstruct traffic without obtaining through normal processes from Licensor a permit granting permission to obstruct traffic.

6.14 Disturbance of Toxic Substances. Prior to undertaking any construction or other significant work, Licensee shall cause the Use Areas to be visually inspected for any signs of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Licensee shall cause the contractor or other person performing such work to give to Licensor notice by the method described in this Agreement to the effect that the person will inspect for such

materials, will not disturb such materials, and will indemnify, defend and hold Licensor harmless against any disturbance in such materials in the course of the contractor's or other person's work. Licensee shall cause any storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Licensee upon the ROW to be performed by persons, equipment, facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services. Licensee shall promptly deliver to Licensor copies of all reports or other information regarding Toxic Substances.

6.15 Work Classifications. All Licensee Improvements and other construction, repair, maintenance and other work (collectively "Work") shall be divided into three categories ("Heavy Work", "Medium Work" and "Light Work"):

6.15.1 Heavy Work is any work that involves any of the following:

6.15.1.1 Complete blockage of a sidewalk or trail.

6.15.1.2 Any Work or construction signage closer to the center of a street than the edge of pavement or back of curb.

6.15.1.3 Any Work that involves workers or equipment within thirty (30) feet of an intersection measured from the closest edge of pavement or back of curb.

6.15.1.4 Any Work that does or is projected to take more than seven (7) calendar days to complete.

6.15.1.5 Any Work that involves excavating more than five (5) cubic yards of dirt, digging more than three hundred (300) feet of trench, or any boring.

6.15.1.6 Any Work that involves any traffic breaks, diversions or interruptions, any temporary or permanent alteration of traffic signals or signs or other traffic control devices, or any rerouting of any traffic.

6.15.2 Medium Work is all Work that is not Heavy Work but involves workers or equipment being used or located within ten (10) feet of any portion of any public street ROW designated for vehicular travel, within one hundred (100) feet of the nearest part of any intersection measured from the closest edge of pavement or back of curb, or upon or interfering in any way with any sidewalk, path or trail.

6.15.3 Light work is Work that is not Medium Work or Heavy Work.

6.16 Street Classifications. All ROW shall be divided into three categories ("Critical Streets", "Large Streets", and "Small Streets") as follows:

6.16.1 Critical Streets are all of the Litchfield Road, Estrella Parkway, Van Buren St, and McDowell Road ROW and all ROW within one hundred feet (100') of the ROW of any of these roads. Critical Streets are only the streets named in this paragraph and do not include other streets encircled by or near the Critical Streets.

6.16.2 Large Streets are all streets shown on Goodyear's General Plan as Major Arterials, Minor Arterials or Collectors.

6.16.3 Small Streets are all Route ROW that is not Critical Streets or Large Streets.

6.17 Light Work Restrictions. Unless expressly agreed to by Licensor, on a case-by-case basis, all Light Work shall comply with the following:

6.17.1 Licensee shall obtain all permits.

6.17.2 Licensee shall not perform Light Work to Critical Streets during the hours of 7 a.m. to 9 a.m. or 4 p.m. to 6 p.m. Monday through Friday (collectively "Rush Hours").

6.18 Medium Work Restrictions. Unless expressly agreed to by Licensor, on a case-by-case basis, all Medium Work shall comply with all of the restrictions applicable to Light Work and also with the following:

6.18.1 Licensee shall give Licensor ten (10) calendar days advance notice of any Medium Work.

6.18.2 Licensee shall not perform Medium Work to Critical Streets or Large Streets during Rush Hours.

6.19 Heavy Work Restrictions. Unless expressly agreed to by Licensor, on a case-by-case basis, all Heavy Work shall comply with all of the restrictions applicable to Medium Work and Light Work and also with the following:

6.19.1 Heavy Work is prohibited on Critical Streets during the period from February 1 to March 31.

6.19.2 Licensee shall follow the existing construction and traffic control permitting processes for Heavy Work.

6.19.3 Licensee's giving notice under this paragraph is not a substitute for obtaining Licensor's approval of the proposed work.

6.20 Work Restriction Waivers. Licensor's contract administrator shall have authority but not an obligation to grant written exceptions to the provisions of this Agreement that limit the calendar days or times during which Licensee may conduct Work.

VII. LICENSEE'S INITIAL PROJECT CONSTRUCTION

7. Licensee's Initial Project Construction. Licensee is not required to construct any portion of the Plant by any particular deadline.

VIII. MAINTENANCE AND OPERATIONS

8. Maintenance and Operations. Except as expressly provided below, Licensee shall be solely responsible for all maintenance, repair and utilities for the Plant during the term of this Agreement. Without limitation, Licensee shall perform the following:

8.1 Right of Inspection. Licensor shall be entitled to inspect all construction, reconstruction or installation work and to make such tests as it deems necessary to ensure compliance with the terms of this Agreement, the Engineering Design Standards and Policies Manual, or other Laws. All Licensor plans reviews, inspections, standards and other rights and actions with relation to Licensee's Improvements are for Licensor's sole and exclusive benefit and neither Licensee nor any other person shall rely thereon or have any rights related thereto.

8.2 Identification. All Licensee employees, contractors and subcontractors shall wear on their clothing a clearly visible identification card bearing their name and photograph and Licensee's logo or name. Licensee shall account for all Licensee issued identification cards at all times. Every service vehicle of Licensee, its contractors and its subcontractors shall be clearly identified as such to the public. Licensee vehicles shall prominently display Licensee's name and logo. Other vehicles shall prominently display the contractor's or subcontractor's name.

8.3 Construction Notification. Unless expressly agreed to by Licensor, on a case-by-case basis, Licensee shall notify the occupant of any residence at least ten (15) calendar days prior to any work performed in front of a residential driveway or along any residential street that would otherwise impede traffic or access to a residence. In addition to providing notice to the occupant of any residence, when applicable, Licensee shall also provide notice to any homeowner's association, property association or similar management company at least ten (15) calendar days prior to any work being performed within the ROW involving street closures, trenching, or that would otherwise impede traffic or access to a residence of a residentially zoned area. Licensor may establish other requirements for Licensee to notify any occupant of any

single-family or multi-family residence prior to performing work within the ROW.

8.4 Maintenance by Licensors. Licensors has no maintenance or repair obligations for the Use Areas.

8.5 Maintenance by Licensee. Licensee shall at all times repair and maintain the Plant at the Use Areas at Licensee's sole expense in a sound, clean, safe manner, meeting or exceeding standard industry practices of maintenance of comparable facilities in the southwest United States as determined in Licensors's discretion.

IX. BREACH BY LICENSEE

9. Breach by Licensee. Licensee shall comply with the terms and provisions of this Agreement and shall cause all persons using the Use Areas under the authority granted Licensee by this Agreement to do the same. Licensee's failure to do so shall be a material breach by Licensee of this Agreement.

9.1 Events of Default. This entire Agreement is made upon the condition that each and every one of the following events shall be deemed an "Event of Default" by Licensee of Licensee's material obligations under this Agreement:

9.1.1 If Licensee shall be in arrears in the payment of Fee Payment due and not paid and shall not cure such arrearage within ten (10) calendar days after Licensors has notified Licensee of such arrearage.

9.1.2 If Licensee shall fail to keep the Certificate in effect.

9.1.3 If Licensee shall fail to maintain any insurance required by this Agreement.

9.1.4 If Licensee shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding or if any assignment of any of Licensee's or such other person's property shall be made for the benefit of creditors or if Licensee or such other person dies or is not regularly paying its debts as they come due (collectively a "Licensee Insolvency").

9.1.5 If Licensee shall fail to comply with the Site Documents and shall not cure such noncompliance before the earlier of:

9.1.5.1 The date such non-compliance causes any harm to Licensors.

9.1.5.2 The date sixty (60) calendar days after Licensors

gives Licensee notice of such noncompliance.

9.1.6 If the issuer of any letter of credit shall fail for any reason to timely and fully honor any request by Licensor for funds or other performance under the instrument and Licensee fails to cause the issuer to or some other person to honor the request within ten (10) calendar days after Licensor notifies Licensee that such request has not been honored.

9.1.7 If Licensee shall fail to obtain or maintain any licenses, permits, or other governmental approvals pertaining to the ROW or timely pay any taxes pertaining to the ROW and shall not cure such failure within sixty (60) calendar days.

9.1.8 If Licensee shall engage in a pattern of repeated failure (or neglect) to timely do or perform or observe any provision contained herein. After Licensor has once given notice of any failure by Licensee to comply with any provision of this Agreement, the following shall constitute a repeated failure by Licensee to comply with such provision:

9.1.8.1 Three (3) failures to comply with any provision of this Agreement during any ninety (90) day period.

9.1.8.2 Four (4) or more failures to comply with any provision of this Agreement during any twelve (12) month period.

9.1.9 If Licensee shall fail to or neglect to timely and completely do or perform or observe any other provisions contained herein and such failure or neglect shall continue for a period of sixty (60) calendar days after Licensor has notified Licensee in writing of such failure or neglect.

9.1.10 If Licensee fails to cooperate with Licensor during any audit of Covered Information as defined in this Agreement.

9.2 Licensor's Remedies. Upon the occurrence of any Event of Default or at any time thereafter, Licensor may, at its option and from time to time, exercise at Licensee's expense any or all or any combination of the following cumulative remedies in any order and repetitively at Licensor's option:

9.2.1 Terminate this Agreement. If Licensor terminates this Agreement, then within seven (7) calendar days of notification by Licensor, Licensee may request a hearing before the City Manager, or their designee, any decision made by the City Manager, or their designee shall be final. Termination of this Agreement due to Licensee's breach or for any other reason does not terminate Licensee's obligations arising during the time

simultaneous with or prior to or the termination, and in no way terminates any of Licensee's liability related to any breach of this Agreement.

9.2.2 Cause a receiver to be appointed for the continuing performance of Licensee's obligations at the Use Areas.

9.2.3 Pay or perform, for Licensee's account, in Licensee's name, and at Licensee's expense, any or all payments or performances required hereunder to be paid or performed by Licensee.

9.2.4 Abate at Licensee's expense any violation of this Agreement. Notwithstanding anything in this Agreement to the contrary, unilaterally and without Licensee's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter-of-credit, escrowed funds, insurance policies, or other deposits, sureties, bonds or other funds or security pledged for Licensor's benefit pursuant to this Agreement and use the proceeds for any remedy permitted by this Agreement.

9.2.5 Be excused without any liability to Licensee thereof from further performance of any or all obligations under this Agreement.

9.2.6 Require an additional security deposit adequate in Licensor's sole discretion to protect Licensor and the ROW in light of Licensee's history of performance under this Agreement.

9.2.7 Assert, exercise or otherwise pursue at Licensee's expense any and all other rights or remedies, legal or equitable, to which Licensor may be entitled, subject only to the limitation set out below on Licensor's ability to collect money damages in light of the Violation Fee Payment.

9.3 Violation Fee Payment. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following shall apply to Licensee's violation of certain limited requirements of this Agreement (the "Violation Fee Provisions"):

9.3.1 The Inconvenience Costs are the money damages that Licensor suffers in the form of administrative cost and inconvenience, disharmony among Competing Users, and general inconvenience in ROW use by Licensor, Competing Users and the public when Licensee fails to comply with the Violation Fee Provisions.

9.3.2 Licensee's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the parties have agreed that, in lieu of Licensee paying to Licensor as damages the actual amount of the

Inconvenience Costs for violating the Violation Fee Provisions, Licensee shall pay Violation Fee Payment.

9.3.3 Violation Fee Payment is only intended to remedy Inconvenience Costs that Licensor suffers because of Licensee's breach of the Violation Fee Provisions. Licensee's payment of Violation Fee Payment does not in any way excuse any breach by Licensee of this Agreement or limit in any way Licensor's obtaining any other legal or equitable remedy provided by this Agreement or otherwise or such breach. For example, Licensee's obligation to pay Violation Fee Payment does not in any way detract from Licensee's indemnity and insurance obligations under this Agreement, which shall apply according to their terms in addition to Licensee's obligation to pay Violation Fee Payment.

9.3.4 Except as may be expressly stated in this paragraph, no cure period applies to the accrual of Violation Fee Payment.

9.3.5 Licensee may elect to draw upon the letter of credit to collect the Violation Fee Payment

9.3.6 The Violation Fee Provisions and the amount of the Violation Fee Payment per calendar day or part thereof are as follows:

9.3.6.1 The amount of Six Hundred Dollars (\$600.00) per calendar day for Licensee's failure to properly restore the public ROW or to correct related violations of specifications, code, ordinance or standards within ten (10) calendar days after Licensor's notice to correct such defects except where such curative efforts by Licensee are precluded by a force majeure event. Such Violation Fee Payment shall be in addition to any cost the Licensor may incur to restore the ROW or correct the violation.

9.3.6.2 The amount of Two Hundred Fifty Dollars (\$250.00) per calendar day for each failure to make Licensee's books and records available as required by this Agreement.

9.3.6.3 The amount of Five Thousand Dollars (\$5,000.00) for any unauthorized partial or total assignment of this Agreement.

9.3.6.4 The amount of Five Hundred Dollars (\$500.00) per instance of any other action or non-action by the Licensee contrary to this Agreement that causes Inconvenience Costs and that is not cured after three (3)

calendar days' notice.

9.3.7 Violation Fee Payments shall be assessed as follows:

9.3.7.1 If Licensors determines that Licensee is liable for Violation Fee Payment, then Licensors shall issue to Licensee a notice of Licensors assessing a Violation Fee Payment. The notice shall set forth the nature of the violation and the amount of the assessment. Licensee shall: (i) have ten (10) calendar days after the notice to pay the Violation Fee Payment or give Licensors notice contesting the assertion of noncompliance and (ii) If Licensee fails to respond to the notice within ten (10) calendar days, Licensee shall pay the Violation Fee Payment. However, if the Violation Fee Payment amount exceeds Five Thousand Dollars (\$5,000), then (i) Licensee shall have thirty (30) calendar days after the notice to pay the Violation Fee Payment or give Licensors notice contesting the assertion of noncompliance and (ii) If Licensee fails to respond to the notice within thirty (30) calendar days, Licensee shall pay the Violation Fee Payment.

9.3.7.2 In the event that Licensee notifies Licensors of a dispute related to the nature of an alleged violation, the parties agree to meet and review the alleged violation within ten (10) business days. After reviewing the nature of an alleged violation Licensors shall issue a final decision on whether to assess Licensee a Violation Fee Payment.

9.4 Effect of Abandonment. In addition to Licensors's other rights, if Licensee abandons the Plant during the term of this Agreement, or fails to operate the Plant in accordance with its duty to provide continuous service, Licensors, at its option, may acquire ownership of the Plant; operate the Plant; designate another entity to operate the Plant temporarily until Licensee restores service under conditions acceptable to Licensors or until the license is revoked and a new Licensee selected by Licensors is providing service; or obtain an injunction requiring Licensee to continue operations. If Licensors operates or designates another entity to operate the Plant, Licensee shall reimburse Licensors or its designee for all reasonable costs and damages incurred that are in excess of the revenues from the Plant. Licensors shall give Licensee seven (7) calendar days' notice before operating or designating another entity to operate the Plant. If Licensee abandons only part of the Plant, then this paragraph shall apply to the part abandoned. A part of the Plant shall be deemed to be abandoned if Licensee fails to respond in the affirmative within sixty (60) calendar days to a written notice from Licensors requesting that Licensee confirm that Licensee is maintaining the part of the Plant and that it is available for use by Licensee's

customers.

9.5 Non-waiver. Licensee acknowledges Licensee's unconditional obligation to comply with this Agreement. No failure by Licenser to demand any performance required of Licensee under this Agreement, and no acceptance by Licenser of any imperfect or partial performances under this Agreement, shall excuse such performance or impair in any way Licenser's ability to insist, prospectively and retroactively, upon full compliance with this Agreement. No acceptance by Licenser of Fee Payment payments or other performances hereunder shall be deemed a compromise or settlement of any right Licenser may have for additional, different or further payments or performances. Any waiver by Licenser of any breach of condition or covenant herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or otherwise prevent Licenser from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill or notice by Licenser or Licensee concerning payments or other performances due hereunder, or failure by Licenser to demand any performance hereunder, shall excuse Licensee from compliance with this Agreement nor stop Licenser (or otherwise impair Licenser's ability) to at any time correct such notice and/or insist prospectively and retroactively upon full compliance with this Agreement. No waiver of any description (INCLUDING ANY WAIVER OF THIS SENTENCE OR PARAGRAPH) shall be effective against Licenser unless made in writing by a duly authorized representative of Licenser specifically identifying the particular provision being waived and specifically stating the scope of the waiver. LICENSEE EXPRESSLY DISCLAIMS AND SHALL NOT HAVE THE RIGHT TO RELY ON ANY SUPPOSED WAIVER OR OTHER CHANGE OR MODIFICATION, WHETHER BY WORD OR CONDUCT OR OTHERWISE, NOT CONFORMING TO THIS PARAGRAPH.

9.6 Reimbursement of Licenser's Expenses. Licensee shall pay to Licenser within thirty (30) calendar days after Licenser's demand any and all amounts expended or incurred by Licenser in performing Licensee's obligations after an Event of Default together with interest thereon at the rate of one and one-half percent (1.5%) per month from the date expended or incurred by Licenser.

9.7 Inspection. Licenser shall have access to all portions of the Use Areas at all times and without notice for the purpose of examining, inspecting, evaluating, planning, repairing, designing, maintaining or showing the Use Areas or exercising Licenser's other rights hereunder. Licensee shall promptly undertake appropriate action to rectify any deficiency (identified by Licenser during such inspections or otherwise) in Licensee's compliance with this Agreement. This paragraph does not limit Licenser's other rights of access to the Use Areas elsewhere in this Agreement or otherwise. This right of access is in addition to access rights for Licenser inspectors or other employees and officers acting within their legal authority.

9.8 Breach by Licensor. Notwithstanding anything in this Agreement to the contrary, if Licensor at any time is required to pay to Licensee any amount or render any performance, such amount or performance is not due until thirty (30) calendar days after notice by Licensee to Licensor that the amount has become payable or that the performance is due. In the event a cure cannot be effected during that period, Licensor shall not be in default so long as Licensor commences cure during the period and diligently prosecutes the cure to completion provided such cure must be completed within sixty (60) calendar days after the notice.

9.9 Right to Setoff and Credit. In addition to its other rights and remedies under this Agreement, Licensor shall have the right to setoff and credit from time to time and at any time, any and all amounts due from Licensee to Licensor, whether pursuant to this Agreement or otherwise, against any sum which may be due from Licensor to Licensee pursuant to this Agreement or otherwise.

X. TERMINATION OR EXPIRATION

10. Rights at Termination or Expiration. The following provisions shall apply at the expiration of the term hereof or upon any other termination of this Agreement (taking into account any extensions of this Agreement):

10.1 Expiration.

10.1.1 Notice of Expiration. Upon expiration of this Agreement for any reason, Licensor shall provide notice to Licensee of expiration of this Agreement.

10.1.2 Holding Over. In any circumstance whereby Licensee would remain in possession or occupancy of the Use Areas after the expiration of this Agreement, such holding over shall operate as a limited renewal or extension of this Agreement from month to month (the "Holdover Period") that may be terminated at any time by Licensor upon sixty (60) calendar days' notice to Licensee, or by Licensee upon sixty (60) calendar days' notice to Licensor

10.1.3 Surviving Obligations. Expiration of this Agreement does not terminate Licensee's obligations existing or arising prior to or simultaneous with, or attributable to, the expiration or events leading to or occurring before expiration. During any Holdover Period, Licensee shall be required to maintain all insurance as required by this agreement and provide and maintain a current letter of credit during the entire Holdover Period.

10.1.4 Permits. During any Holdover Period Licensor, at Licensor's sole discretion, may withhold the issuance of any permits to Licensee to

perform any work within the ROW. Licensee shall not modify the Plant or perform any work in the ROW during any Holdover Period without receiving express permission to perform work in the ROW in addition to all necessary permits from Licensor.

10.1.5 Fee Payment. During any Holdover Period Licensee shall pay an amount based on Licensee's use of the Plant (the "Holdover Monthly Fee Payment"). The amount of the Holdover Monthly Fee Payment shall be one-twelfth (1/12) of the Annual Fee Payment and shall be due and payable before the tenth (10th) day of each calendar month. During any Holdover Period no credit for any in-kind contributions made by Licensee shall be applied to the Holdover Monthly Fee Payment. Any Holdover Monthly Fee Payment received after the tenth (10th) day of the calendar month immediately following the expiration of the Agreement or any month thereafter during the Holdover Period shall be charged all applicable Late Fees.

10.1.6 New Agreement. Licensor and Licensee shall work in good faith to enter into a new license during any Holdover Period.

10.1.7 In-Kind Contribution. If in-kind contributions or services are being provided to Licensor then Licensee shall continue to allow Licensor the ability to access or use any and all in-kind contributions throughout any Holdover Period.

10.2 Termination.

10.2.1 Surviving Obligations. Licensor's termination of this Agreement due to an Event of Default or any other reason does not terminate Licensee's obligations existing or arising prior to or simultaneous with, or attributable to, the termination or events leading to or occurring before termination.

10.2.2 Delivery of Possession. Upon termination of this Agreement Licensee shall cease using the Use Areas. Licensee shall without demand, peaceably and quietly quit and deliver up the Use Areas to Licensor in as good order and condition, reasonable use and wear excepted, as the Use Areas may now be in or in such better condition as the Use Areas may hereafter be placed.

10.2.3 New Approvals and Agreements. Upon termination of this Agreement for any reason, Licensee shall no longer have the right to use the ROW. After such period, any right, if any, for the Plant to be in the ROW shall be pursuant to such new approvals and agreements, if any, and not pursuant to this Agreement.

10.2.4 Confirmation of Termination. Upon termination of this Agreement

for any reason, Licensee shall provide to Licensor upon demand a confirmation of termination of this Agreement executed and acknowledged by Licensee and by all persons who claim that they have received from or through Licensee any interest in or right to use the ROW.

10.2.5 Removal of Improvements. NOTWITHSTANDING anything in this paragraph or the remainder of this Agreement to the contrary, unless Licensor directs otherwise, Licensee shall leave the cable, conduits, other appurtenances, and the remainder of the entire Plant in place in good condition, in working order, with each cable and conduit end properly labeled and enclosed in proper junction boxes, and in safe condition. However, to the extent Licensor gives notice requesting the work, Licensee shall remove all of the Plant and restore the Use Areas to its prior condition, or to a condition matching Licensor's surrounding land and improvements. Notwithstanding the preceding sentence, Licensee is not obligated to remove horizontal underground conduit, along with cables that are buried directly in the ground without conduits. Such work shall include revegetation and appropriate irrigation systems for revegetated areas. Title to any and all personal property installed by Licensee upon the ROW that is not removed during that period shall automatically vest in Licensor. Licensor shall give Licensee One Hundred Twenty (120) calendar days' notice before requiring removal of the Plant.

XI. INDEMNITY AND INSURANCE

11. Insurance Responsibility. During the entire term of this Agreement, Licensee shall insure its property and activities at and about the Use Areas and shall provide insurance and indemnification as follows:

11.1 Insurance Required. Not later than the date of this Agreement, and at all times thereafter when Licensee is occupying or using the Use Areas in any way, Licensee shall obtain and cause to be in force and effect the following insurance:

11.1.1 Commercial General Liability. Commercial general liability insurance with a limit of Five Million and No/100 Dollars (\$5,000,000.00) for each occurrence, a limit of Five Million and No/100 Dollars (\$5,000,000.00) for products and completed operations annual aggregate, and a limit of Five Million and No/100 Dollars (\$5,000,000.00) general aggregate limit per policy year. The limits of the general liability insurance described above and obtained by Licensee may be achieved through a combination of the total limits of both primary and umbrella insurance policies obtained by Licensee, provided that both policies remain in full force and effect simultaneously per policy year. The policy

shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, bodily injury, advertising injury, and liability assumed under an "insured contract" including this Agreement. Licensee's policy or a separately obtained policy will cover Licensee's liability under the indemnity provisions of this Agreement. The policy shall contain a "separation of insureds" clause.

11.1.2 Automobile Liability. Automobile liability insurance with a limit of One Million Dollars (\$1,000,000) for each accident covering any and all owned, hired, and non-owned vehicles assigned to or used in any way in connection with Licensee's use of the ROW. Without limitation, such insurance shall cover hazards of motor vehicle use for loading and offloading.

11.1.3 Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance with a minimum limit of One Hundred Thousand Dollars (\$100,000.00) for each accident, One Hundred Thousand Dollars (\$100,000.00) disease for each employee, Five Hundred Thousand Dollars (\$500,000.00) policy limit for disease. All contractors and subcontractors must provide like insurance.

11.2 Policy Limit Escalation. Licensor may elect by notice to Licensee to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that Licensor reasonably determines to affect the prudent amount of insurance to be provided.

11.3 Form of All Insurance. All insurance provided by Licensee with respect to the ROW, whether required by this Agreement or not, shall meet the following requirements:

11.3.1 "Occurrence" coverage is required. "Claims made" insurance is not permitted, except for Broadcast Insurance.

11.3.2 If Licensee uses any excess insurance then such excess insurance shall be "follow form" equal to or broader in coverage than the underlying insurance.

11.3.3 Policies must also cover and insure Licensee's activities relating to the business operations and activities conducted away from the ROW.

11.3.4 Licensee must clearly show by providing copies of insurance certificates and formal endorsements reasonably acceptable to Licensor that all insurance coverage required by this Agreement is provided.

11.3.5 Licensee's required insurance shall be primary insurance and

non-contributory with respect to claims arising out of Licensee's operations, activities and obligations under this Agreement.

11.3.6 All policies, including workers' compensation, shall waive transfer rights of recovery (subrogation) against Licensor and Licensor's employees, officials, representatives, officers and agents (all of whom, including Licensor, are collectively "Additional Insureds").

11.3.7 All deductibles, retentions, or "self-insured" amounts shall be subject to the following:

11.3.7.1 Licensee shall be solely responsible for all such amounts.

11.3.7.2 Such amounts shall not exceed reasonable industry standards of similar situated companies, which include those companies with either similar gross revenue, number of employees, market share, or operational scope.

11.3.7.3 Any self-insured exposure shall be deemed to be an insured risk under this Agreement.

11.3.7.4 Licensee's obligation to reimburse an insurer after the Insurer defends and pays a claim is not a deductible, retention or "self-Insured" amount for purposes of this paragraph.

11.3.7.5 Licensee shall provide to the beneficiaries of all such amounts no less insurance protection than if such self-insured portion was fully insured by an insurance company of the quality and caliber required hereunder.

11.3.7.6 The right to self-insure is limited and specific to Licensee and does not extend to Licensee's contractors or others.

11.3.8 All required policies except workers' compensation must include Licensor and the other Additional Insureds as additional insureds. Licensee shall cause coverage for Additional Insureds to be incorporated into each insurance policy by endorsement with respect to claims arising out of Licensee's operations, activities and obligations under this Agreement.

11.3.9 All policies must require the insurer to endeavor to provide Licensor with at least thirty (30) calendar days prior notice of any

cancellation.

11.3.10 All required policies shall require that notices be given to Licensors in the manner specified for notices to Licensors under this Agreement.

11.4 Insurance Certificates. Licensee shall evidence all required insurance by furnishing to Licensors certificates of insurance and endorsements upon inception of this Agreement and with each change in insurance coverage. Certificates must evidence that the policy described by the certificate is in full force and effect and that the policy satisfies each requirement of this Agreement applicable to the policy. For example, certificates must evidence that Licensors and the other Additional Insureds are additional insureds. Certificates must be in a form reasonably acceptable to Licensors. Licensee shall provide updated certificates and endorsements at Licensors's request.

11.5 Acceptable Insurers. All insurance policies shall be issued by insurers reasonably acceptable to Licensors. At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted insurer) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of B++ 6.

11.6 No Representation of Coverage Adequacy. By requiring insurance herein, Licensors does not represent that coverage and limits will be adequate to protect Licensee. Licensors reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, Licensee's obligation to maintain the required insurance at all times.

11.7 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Licensee (and all other persons using, acting, working or claiming through or for Licensee or this Agreement (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question)) shall jointly and severally indemnify, defend and hold harmless Licensors and all other Additional Insureds for, from and against any and all claims or harm related to Licensee's use of the ROW, or the rights granted to Licensee with respect to the ROW or Licensee's exercise of its rights under this Agreement (the "Indemnity"). Except as otherwise limited by this Agreement, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes,

impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of any use of the ROW or other property related to this Agreement or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the ROW or surrounding areas related to this Agreement, including without limitation, claims, liability, harm or damages caused in part by Licensor or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence Licensee or Licensor may be liable. As a condition to Licensor's executing this Agreement, Licensee specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Licensee for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law. The Indemnity shall also include and apply to any environmental injury, personal injury or other liability relating to Licensee's use of real property under this Agreement. Notwithstanding the foregoing, the Indemnity does not apply to:

11.7.1 Claims arising only from the sole gross negligence or intentionally wrongful acts of Licensor.

11.7.2 Claims that the law prohibits from being imposed upon the indemnitor.

11.8 Risk of Loss. Licensee assumes the risk of any and all loss, damage or claims related to Licensee's use of the ROW or other property of Licensor, Licensee or third parties throughout the term hereof. Licensee shall be responsible for any and all damage to its property and equipment related to this Agreement.

11.9 Insurance to be Provided by Others. Licensee shall cause its contractors or other persons occupying, working on or about, or using the ROW pursuant to this Agreement to be covered by their own or Licensee's insurance in the coverages required by this Agreement and conforming to the other requirements of this Agreement.

XII. CONDEMNATION

12. Condemnation. The following shall govern any condemnation of any part of or interest in the Use Areas and any conveyance to Licensor or another condemnor in

avoidance or settlement of condemnation or a threat of condemnation:

12.1 Termination for Condemnation. This Agreement shall terminate as to the part taken on the date that is the earlier of the date title vests in the condemnor, or the date upon which the condemnor is let into possession.

12.2 Power to Condemn. Licensee acknowledges that Licenser and others from time to time may use the power to condemn the Use Areas or any interest therein or rights thereto. Licenser has not relinquished any right of condemnation or eminent domain over the Use Areas. Licenser does not warrant that Licenser will not condemn the Use Areas during the term of this Agreement, but Licenser does not presently have intentionsto condemn the Use Areas.

12.3 Licensee's Facilities. In the event any of the Use Areas are condemned through an Eminent Domain action by Licenser, Licensee shall be compensated on a fair market value basis the value of Licensee's Facilities by Licenser. In the event any of the Use Areas are condemned by any other condemnor, Licensee shall be entitled to all amounts allocated to the fair market value of Licensee's Facilities that have been condemned, minus any leasehold value of Licenser-owned property whether real or personal.

XIII. DAMAGE TO USE AREAS

13. Damage to Use Areas. In the event of damage to or destruction of the Plant by fire, explosion, the elements, the public enemy, or other casualty, Licensee shall commence restoring the casualty damage within thirty (30) calendar days. Licensee shall complete the restoration work within one hundred and twenty (120) calendar days after commencing the restoration work. Licensee's restoration work shall be subject to the plans approval process and all other requirements for Licensee's Improvements. Licensee shall perform all restoration work at Licensee's sole cost and expense. Licensee shall provide to Licenser no later than the tenth calendar day of each month a written report of the progress of the restoration work.

XIV. LICENSEE'S RECORDS

14. Licensee's Records. During the entire term of this Agreement, Licensee shall keep records and provide information to Licenser. Licensee shall cooperate with Licensee or any third party designated by licensee during any audit of Licensee's records related to this Agreement or use of the ROW as follows:

14.1 Scope of Information. Unless otherwise specified, all of Licensee's recordkeeping and disclosure obligations under this article include and are

limited to the following cumulative topics as reasonably determined by Licensor to be related to Licensee's use of the ROW under this Agreement (collectively the "Covered Information"):

14.1.1 The status of the construction, repair or restoration of Licensee Improvements, including but not limited to the total amount of linear feet of trench in the ROW where Licensee installs copper, fiber optic or other cable conductor and/or conduit and its actual and intended uses.

14.1.2 Information relating to this Agreement or to Licensor's or Licensee's rights or obligations under this Agreement, including but not limited to the Gross Revenues related to the use of the Plant within the ROW.

14.2 Records Inspection. Licensee shall:

14.2.1 Permit and assist Licensor and its representatives at all reasonable times to inspect, audit, and copy Licensee's records of Covered Information.

14.2.2 Make the records of Covered Information (and reasonable accommodations for Licensor's audit and inspection) available to Licensor at Licensee's offices in Maricopa County, Arizona or at Licensor's location.

14.2.3 Cause Licensee's employees and agents and accountants to give their full cooperation and assistance in connection with Licensor's access to the Covered Information.

14.3 Record Retention. Licensee shall preserve records of the Covered Information in a secure place at Licensee's corporate headquarters in the continental United States and available to Licensor on request for review within the City of Goodyear, Maricopa County, Arizona for a period ending seven (7) years after the time period reported by the records.

14.4 Record Media Included. Licensor's and Licensee's rights and obligations regarding the Covered Information apply regardless of the type of media, materials, or data repositories that may contain the Covered Information. Licensor's rights to the Covered Information apply regardless of whether the Covered Information is stored on recordings, notes, ledgers, correspondence, reports, drawings, memoranda, or other repository of Covered Information.

14.5 Reports. Upon not less than thirty (30) calendar days' notice, Licensee shall deliver to Licensor written reports (and, if requested by Licensor, a presentation to Licensor's governing council or designee) covering such Covered Information as Licensor may request from time to time. Unless

Licensor has a basis for believing that Licensee might not be in compliance with this Agreement, Licensor shall not make more than one such request covering the same information in any twelve (12) month period.

14.6 Standards for Records. Licensee shall maintain a standard, modern system of recordkeeping for the Covered Information and shall keep and maintain proper and accurate books and other repositories of information relating to the Covered Information in accordance with generally accepted accounting principles applied on a consistent basis.

14.7 Failure to Comply. If any time during the term of this Agreement or any renewal thereof, Licensee fails to cooperate and or comply with the terms of this Section it shall be an Event of Default and Licensor may terminate this Agreement.

14.8 Proprietary Information. Certain information disclosed by Licensee to Licensor and clearly marked and identified as "Confidential", as required in this Agreement, shall be regarded as proprietary as to third parties. "Proprietary Information" shall mean any document or material clearly marked and identified as "Confidential". Such Proprietary Information shall include, but not be limited to any financial information, technical information, any customer names and lists, or other information pertaining to services provided to its customers. Proprietary Information may include information on the type of services Licensee is offering to its customers provided that in no event shall Licensee be obligated to disclose to Licensor any customer identifying information. Information that is already in the public domain shall not be considered Proprietary Information. If information within the public domain is included with Proprietary Information on the same document, the Licensor shall only disclose those portions within the public domain. Notwithstanding any provision in this License, Licensee acknowledges and understands that Licensor is subject to the disclosure requirements of Arizona's Public Records Law.

XV. COMPLIANCE WITH LAW

15. Compliance with Law. Licensee shall perform its obligations under this Agreement in accordance with all federal, state, county and local laws, ordinances, regulations or other rules or policies as are now in effect or as may hereafter be adopted or amended. Without limiting in any way the generality of the foregoing, Licensee shall comply with all and each of the following:

15.1 Future Municipal Legislation. Licensor has not contracted away any of its legislative authority by this Agreement.

15.2 Applicability of Municipal Law. Without limitation, Licensee shall comply with municipal laws as follows:

15.2.1 Licensee acknowledges that this Agreement does not constitute, and Licensor has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Licensee with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of Goodyear or any other governmental body upon or affecting Licensee, the ROW or Licensee's use of the ROW.

15.2.2 All of Licensee's obligations hereunder are in addition to, and cumulative upon (and not to any extent in substitution or satisfaction of), all existing or future laws and regulations applicable to Licensee.

15.2.3 This Agreement is not intended to diminish any performances that would be required of Licensee by law if this Agreement had been made between Licensee and a private citizen.

15.2.4 Licensor by this Agreement cannot and has not relinquished or limited any right of condemnation or eminent domain over the ROW or any other property related to this Agreement or within the ROW.

15.2.5 Licensor's rights and remedies hereunder for Licensee's failure to comply with all applicable Telecommunications Laws supplement, and are in addition to, and do not replace, otherwise existing powers of the City of Goodyear or any other governmental body.

15.3 Building and other Permits. Licensee shall obtain at Licensee's own expense all building or other permits, if required, in connection with all construction performed by Licensee, shall comply with all zoning, building safety, fire, pavement and curb cut and restoration, and similar laws and procedures of every description and shall pay all fees, charges and other amounts pertaining thereto.

15.4 Dry Utility Permit. This Agreement is incorporated by reference into any "dry utility permit" obtained by the Licensee to the extent of allowing the Plant to exist on the ROW but not to allow any construction or other work of any description in the Use Areas or to allow obstruction of traffic or alternation of Licensors improvements. Before performing any work on the ROW, Licensee shall obtain the following additional encroachment permits, as applicable:

15.4.1 Permission to Work in the ROW.

15.4.2 Permission to Alter City of Goodyear Improvements.

15.4.3 Permission to Obstruct Traffic.

15.4.4 Any other applicable permits regarding work in the ROW.

15.5 Taxes, Liens and Assessments. In addition to all other amounts herein provided and to the extent consistent with applicable law, Licensee shall pay, when the same become due and payable, all taxes and general and special fees, charges and assessments of every description that during the term of this Agreement may be levied upon or assessed upon or with respect to Licensee's use of the ROW, Licensee's operations conducted therein, any amounts paid or other performances under this Agreement by either party, and all of Licensee's possessory interest in the ROW and improvements and other Licensor or Licensee property thereon. Licensee shall pay, indemnify, defend and hold harmless Licensor and the ROW and all interests therein and improvements thereon from any and all such obligations, including any interest, penalties, and other expenses which may be imposed, and from any lien thereof or sale or other proceedings to enforce payment thereof.

15.6 Change in Law. If a provision of this Agreement is affected by subsequent legislative action, this Agreement shall continue in force to the extent possible.

15.7 Use Area Regulations. Licensor reserves the right to adopt, amend and enforce against Licensee ordinances, rules, and regulations governing the operation of the Use Areas, Licensee's activities therein and thereon, and the public areas and facilities used by Licensee in connection therewith.

15.8 Permits. This Agreement does not relieve Licensee of the obligation to obtain permits, licenses, and other approvals from Licensor or other units of government that are required for the erection, construction, reconstruction, installation, operation, or maintenance of the Plant or provision of Telecommunications Services; or from compliance with applicable municipal codes, ordinances, laws, and policies, such as zoning and land use ordinances and regulations, pavement cut and restoration ordinances and regulations, subdivision and project improvement ordinances, curb cut permits, building permits, ROW permits and the like.

XVI. ASSIGNABILITY

16. Assignability. Licensee may not assign, sell or transfer its interest in this License without the Licensor's consent. Licensor's consent will not to be unreasonably withheld if the assignment is to an entity which acquires all or substantially all of Licensee's assets. Notwithstanding the foregoing, consent shall not be required if Licensee assigns or transfers the Agreement to an affiliated company which is owned, controlled or under common control with the same direct or indirect parent as Licensee.

XVII. MISCELLANEOUS

17. Miscellaneous. The following additional provisions apply to this Agreement:

17.1 Amendments. This Agreement may not be amended except by a formal writing executed by all of the parties.

17.2 Time of Essence. Time is of the essence of each and every provision of this Agreement.

17.3 Survival of Liability. All obligations of Licensee and Licensor hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this Agreement for any reason.

17.4 Severability. If any provision of this Agreement shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, then:

17.4.1 The invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of this Agreement.

17.4.2 This Agreement shall be automatically reformed to secure to the parties the benefits of the unenforceable provision, to the maximum extent consistent with law.

17.5 Conflicts of Interest. No officer, representative or employee of Licensor shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law.

17.6 No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the parties.

17.7 Non-liability of Officials and Employees. No official, representative or employee of Licensor shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by Licensor or for any amount which may become due to any party or successor, or with respect to any obligation of Licensor or otherwise under the terms of this Agreement or related to this Agreement.

17.8 Notices. Notices hereunder shall be given in writing delivered to the other party or mailed by registered or certified mail, return receipt requested, postage prepaid addressed to:

If to Licensor: City Manager City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395

Copy to: City Attorney City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395

If to Licensee: Cablevision Lightpath LLC
1111 Stewart Ave.
Bethpage, NY 11714
Attn: Legal, Legal@lightpathfiber.com

Copy to: Cablevision Lightpath LLC
1111 Stewart Ave.
Bethpage, NY 11714
Attn: SVP Operations

By notice from time to time, a person may designate any other street address within Maricopa County, Arizona as its address for giving notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) calendar days (excluding Saturday, Sunday, and legal holidays) after the notice is deposited in the United States mail.

17.9 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, draft agreements, discussion outlines, correspondence, memoranda, and representation regarding the ROW.

17.10 Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement was negotiated on the basis that it shall be construed according to its plain meaning and neither for nor against any party, regardless of their respective roles in preparing this Agreement. The terms of this Agreement were established in light of the plain meaning of this Agreement and this Agreement shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, which might otherwise favor Licensee.

17.11 Funding. This subparagraph shall control notwithstanding any provision of this Agreement or any exhibit or other agreement or document related hereto. If funds necessary to fulfill any Licensor obligations to make payments to Licensee under this Agreement are not appropriated by the Goodyear City Council, and Licensee does not postpone its right to such payment until funds are appropriated, Licensor may terminate this Agreement, by notice to Licensee. Licensor shall use best efforts to give notice of such a termination to Licensee at least thirty (30) calendar days prior to the end of Licensor's then current fiscal period. Termination in accordance with this provision shall not constitute a breach of this Agreement by Licensor. No person will be entitled to any compensation, damages or other remedy from Licensor if

this Agreement is terminated pursuant to the terms of this subsection.

17.12 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.

17.13 No Third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement or shall have any right or cause of action hereunder. Licensor shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Licensee), or otherwise as a result of the existence of this Agreement.

17.14 Exhibits. All Exhibits specifically stated to be attached hereto as specified herein are hereby incorporated into and made an integral part of this Agreement for all purposes.

17.15 Attorneys' Fees. If any action, suit or proceeding is brought by either party hereunder to enforce this Agreement or for failure to observe any of the covenants of this Agreement or to vindicate or exercise any rights or remedies hereunder, the prevailing party in such proceeding shall be entitled to recover from the other party such prevailing party's reasonable attorneys' fees and other reasonable litigation costs (as determined by the court (and not a jury) in such proceeding).

17.16 Choice of Law. This Agreement shall be governed by the internal laws of the State of Arizona without regard to choice of law rules. Licensor has not waived its claims procedures as respects this Agreement. Exclusive proper venue for any action regarding this Agreement shall be Maricopa County Superior Court or a Federal district court sitting in Maricopa County. Licensor and Licensee consent to personal jurisdiction in such courts.

17.17 Approvals and Inspections. All approvals, reviews and inspections by Licensor under this Agreement or otherwise are for Licensor's sole benefit and not for the benefit of Licensee, its contractors, engineers or other consultants or agents, or any other person.

17.18 Recording. This Agreement shall not be recorded.

17.19 Statutory Cancellation Right. In addition to its other rights hereunder, Licensor shall have the rights specified in A.R.S. § 38-511.

17.20 Immigration Requirements. To the extent applicable under A.R.S. § 41-4401, Licensee warrants compliance with all federal immigration laws and

regulations that relate to its employees and compliance with the E-Verify requirements under Arizona State Statutes. Licensee's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement.

17.21 No Israel Boycott. In accordance with federal law, by entering into this Agreement, Licensee certifies that it is not currently engaged in, and agrees that for the duration of this Agreement to not engage in a boycott of Israel.

Signatures on following pages.

EXECUTED as of the date first given above.

Cablevision Lightpath LLC,
a Delaware limited liability company

By: _____

Its: _____

CITY OF GOODYEAR, an Arizona municipal corporation

By: Wynette Reed

Its: City Manager

Attest:

Darcie McCracken, City Clerk

Approved as to Form:

Roric Massey, City Attorney

Exhibit A

Letter of Credit Standards

- Issued by a commercial bank acceptable to the City. The bank must meet the following *minimum* requirements:
 - o Chartered under the laws of the United States, any state thereof or the District of Columbia and which is insured by the Federal Deposit Insurance Corporation.
 - o Licensed lender in the State of Arizona.
 - o Long-term, unsecured and unsubordinated debt obligations are rated in the highest categories by either Moody's Investors Service, Inc. (Moody's) or Standard & Poor's Ratings Service (S&P) or their respective successors. Which Shall mean:
 - Moody's: Aaa, Aa1, Aa2, Aa3, A1 or A2
 - S&P: AAA, AA+, AA, AA-, A+ or A
 - o If at any time the Letter of Credit Issuer Requirements are not met, or if the financial condition of such issuer changes in any materially adverse way, as determined by the City in its sole discretion, then a replacement Letter of Credit which meets the requirements must be provided to the City within five (5) calendar days of receiving written notice from the City.

Letter of Credit Format

- The **Beneficiary** must be the City of Goodyear
- The **Amount** must be fifty thousand dollars (\$50,000).
- The **Principal** must be the Licensee who is a signatory to the License Agreement.
- The **Bank Name & Address** upon which payment would be drawn must be clearly stated on the face of the document.
- The **Text identifying the License agreement** must be detailed and reflect the specific agreement number
- The **Expiration Date** will be a minimum of two years. The Expiration Date must automatically extend for one year without amendment unless at least thirty (30) calendar days prior to any such expiry date issuer notifies the City of their election not to extend.
- The **Presentation of Draft** requirement will be drawn on a local branch or presentable at a correspondent bank within Maricopa County.
- The text must contain a **Partial Draft Clause** that clearly indicates partial draft draws are permissible.

ITEM #: 9.
DATE: 03/03/2025
AI #:2208



CITY COUNCIL ACTION REPORT

SUBJECT: AGREEMENT FOR ENGINEERING, PROCUREMENT, AND CONSTRUCTION - BRINE DISPOSAL

STAFF PRESENTER(S): Barbara Chappell, Water Services Director

SUMMARY

Request approval of an Agreement for Engineering, Procurement, and Construction between Arizona Public Service Company (APS), the city of Goodyear (City), and the city of Buckeye (Buckeye) - Brine Disposal.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



INFRASTRUCTURE

RECOMMENDATION

Approve the Engineering, Procurement, and Construction Agreement with the city of Buckeye and Arizona Public Service (APS) and approve authorization and direction to take actions and execute the documents necessary to carry out the intent of the agreement. (Barbara Chappell, Water Services Director)

FISCAL IMPACT

This agreement, included as Attachment A, provides for certain construction work to be completed at a cost of \$9,223,200. The cost of this work is contemplated in the Brine Management Project - Palo Verde Power Generating Station Improvements - CIP 61015 (Project), which was approved on March 4, 2024, with a budget of \$15,500,000.

Project Budget:

Agreement	Date	Agreement Cost	Revised Total Agreement Cost
Original Agreement	07/18/2022	\$1,650,000	\$1,000,000
Amendment #1	03/04/2024	\$2,597,867	\$3,650,000
Amendment #2	07/01/2024	\$1,100,000	\$4,750,000

BACKGROUND AND PREVIOUS ACTIONS

On July 18, 2022, the City Council approved a Multi-Party Agreement between the City, APS, and Buckeye for a project that would allow Brackish Water to be delivered to the Palo Verde Power Generating Station ("PVGS") to be used as cooling water through the PVGS' water reclamation supply system (WRSS) pipeline. Based on additional comments received from and changes requested by APS, City staff requested modifications to the Agreement, which were approved by Council on August 29, 2022.

Under the terms of the Agreement, the Project was to be conducted in phases. The first phase was Design Development, and it included the design of infrastructure needed to support the continued delivery of excess blowdown water from the APS-owned Redhawk Power Plant to PVGS. The second phase of the Project was to include the final system design, procurement of enhanced evaporation equipment, and the construction and installation of equipment and infrastructure (pipelines and power supplies) to accommodate the initial flows of Brackish Water from the City and Buckeye.

On March 4, 2024, Council approved the creation of capital improvement project CIP 61015 Palo Verde Power Generating Station Improvements and Amendment #1 to the Agreement incorporating the design and construction of the two tie-ins to the WRSS pipeline the city will be constructing. The cost of this work is the sole responsibility of the city. The amendment also included additional design work and procurement of long lead time items that are needed for the Brine Project to become operational. The costs of this work are shared equally between Buckeye and the city.

On July 1, 2024, Council approved the Amendment #2 that allowed for the continuation of design, purchase of long lead items, and advancement of construction of portions of the Redhawk to Palo Verde pipeline, which is necessary to support the continued operation of Redhawk after the introduction of Brackish Water to the WRSS.

STAFF ANALYSIS

This new agreement allows for the procurement and construction of the final items necessary at the PVGS and for the Redhawk facility to support its continued operation after the introduction of Brackish Water to the WRSS.

An additional Agreement for the ongoing operation and maintenance costs for sending the city's brine to PVGS will be brought before Council for action later this year.

Attachments

Attachment A - Agreement – Brine Disposal
Staff Presentation

ENGINEERING PROCUREMENT AND CONSTRUCTION AGREEMENT

BETWEEN

THE CITY OF GOODYEAR;

THE CITY OF BUCKEYE;

AND

ARIZONA PUBLIC SERVICE COMPANY

CONTRACT NUMBER:

PO NUMBER:

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1. PARTIES.

This Engineering Procurement and Construction Agreement by and between CITY OF GOODYEAR, a municipal corporation formed under the laws of Arizona (“**Goodyear**”), CITY OF BUCKEYE, a municipal corporation formed under the laws of Arizona (“**Buckeye**”) (individually “**Municipality**” and collectively the “**Municipalities**”) and ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation (“**APS**” or “**Company**”), having its principal place of business at 400 North 5th Street, Phoenix, Arizona 85004, acting on its own behalf and as operating agent for the PVGS Participants and for the benefit of Pinnacle West Capital Corporation, is for the work described herein that will allow the Municipalities to deliver Brackish Water to the Palo Verde Generating Station (“**PVGS**” or “**Palo Verde**”) through the Water Reclamation Supply System (“**WRSS**”) pipeline and the entry of agreements between APS and each of the Municipalities that allow for such deliveries and is effective March 7, 2025 (the “**Effective Date**”).

2. RECITALS.

- A. WHEREAS, PVGS is a nuclear power plant, co-owned by APS, Salt River Project Agricultural Improvement & Power District, El Paso Electric Company, Southern California Edison Corporation, Public Service Company of New Mexico, Southern California Public Power Authority, and Los Angeles Department of Water & Power.
- B. WHEREAS, PVGS has Nuclear Regulatory Commission approved operating licenses for nuclear Units 1, 2, and 3 which expire in 2045, 2046, and 2047 respectively.
- C. WHEREAS, PVGS uses cooling water from municipal effluent delivered via the WRSS pipeline that runs through the municipal boundaries of Goodyear and Buckeye; the water is delivered to the PVGS Water Resources Facility (“WRF”) where it is treated, stored, used for cooling and discharged into evaporation ponds.
- D. WHEREAS, APS also provides cooling water from its WRF to the Redhawk Power Generation Station located in Arlington, Arizona (“Redhawk”).
- E. WHEREAS, the WRSS pipeline is accessible from Goodyear’s existing and/or future water treatment and reclamation facilities and from Buckeye’s existing and/or future water treatment and reclamation facilities.
- F. WHEREAS, APS is the Operating Agent of PVGS including the WRSS pipeline and WRF, which operates for the benefit of the Participants.
- G. WHEREAS, because of the rising costs of effluent being used as cooling water, APS is interested in pursuing alternative sources of cooling water.
- H. WHEREAS, Goodyear and Buckeye are seeking to dispose of the reject stream from reverse osmosis treatment of groundwater.
- I. WHEREAS, additionally, Goodyear is seeking to dispose of some or all of water discharged from cooling towers of industrial users operating in Goodyear into the WRSS pipeline to be conveyed to PVGS WRF for use as cooling water.
- J. WHEREAS, in August 2022, Goodyear, Buckeye and the Company entered into that certain agreement titled *Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline*, which was amended in March 2024 by that certain agreement titled *First Amendment to Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water*

into the *Water Reclamation Supply System Pipeline*, and subsequently amended in 2024 by that certain agreement titled *Second Amendment to Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline* (collectively referred to as the “**Initial Brackish Water Agreement**”), pursuant to which the Municipalities provided the funding for (i) design work, (ii) certain construction services, and (iii) purchase of certain long-lead time equipment.

- K. WHEREAS, APS reaffirms its obligations in the Initial Brackish Water Agreements set forth in Section 4 (Commitment to Future Agreement) regarding the entry of Long-Term Agreements with the Municipalities, Section 5 (Third Party) prohibiting APS from accepting reject streams from reverse osmosis treatment of groundwater or any other streams of water from other entities (“**Additional Brine Owners**”) if doing so will result in either Municipality not being able to deliver the agreed upon amounts of Brackish Water, which will be specified in the Long-Term Agreement or Long-Term Agreements, and Section 6 (Entry Fee), which requires APS to collect contributions from Additional Brine Owners to reimburse Goodyear and Buckeye a percentage of the cost of the improvements paid for by Goodyear and Buckeye under the Initial Brackish Water Agreements before allowing Additional Brine Owners to deliver reject streams from reverse osmosis treatment of groundwater or any other streams of water into the WRSS remain in effect and agrees that the costs used in determining the Entry Fee shall be based on the total costs invoiced under the Initial Brackish Water Agreement and this Agreement (excluding costs for work solely for the benefit of Goodyear). APS further agrees that these obligations shall survive the expiration or earlier termination of this Agreement, unless this Agreement is terminated for cause.
- L. WHEREAS, the Parties wish to enter into this Agreement to address the:
- i. remaining engineering, design, construction and procurement of equipment and related services relating to work required to allow APS to deliver cooling water to Red Hawk that includes the Brackish Water the Municipalities will be delivering to PVGS;
 - ii. work required for Goodyear Interconnections to the WRSS pipeline;
 - iii. preparation of the PVGS to begin receiving brackish water from Municipalities; and
 - iv. commitment to further good-faith negotiations to enter into long-term agreements that allow Buckeye and Goodyear to deliver Brackish Water to PVGS through the WRSS pipeline to be used as cooling water for PVGS.
- M. WHEREAS, the Parties intend for this Agreement to set forth the following:
- i. Responsibilities for project management, engineering, procurement, and construction of the infrastructure and equipment needed to transport Brackish Water to PVGS and enable PVGS to begin receiving and using such Water delivered by the Municipalities;
 - ii. Responsibilities for project management engineering, procurement, and construction for infrastructure necessary to offset the impacts to Redhawk Generating Station that are anticipated from the delivery of Brackish Water from the Municipalities to the WRSS (this Recital M subsections i and ii are collectively the “**Project**”);
 - iii. Responsibilities for payment of costs incurred in undertaking the Project; and
 - iv. Other terms associated with the Project.

3. DEFINITIONS.

Terms not defined elsewhere in this Agreement have the following meanings:

“Agreement” means the terms and conditions set forth in this document and its appendices, together with any attachments, exhibits, revisions, and supplements.

“Applicable Law” means all applicable laws, statutes, ordinances, rules, and regulations of any governmental authority (including, without limitation, city, county, state, federal, and tribal governmental authorities), including, without limitation, all privacy and data protection laws, Trade Control Laws, statutes, ordinances, rules, and regulations.

“Brackish Water” means the (A) reject stream from reverse osmosis treatment of groundwater delivered from Goodyear and Buckeye to PVGS through the WRSS Pipeline, and (B) water from cooling towers of industrial users operating in Goodyear delivered from Goodyear to PVGS through the WRSS Pipeline for use as cooling water, with the Brackish Water delivered from Goodyear expected to have Total Dissolved Solids (“**TDS**”) levels ranging between 6,000 and 8,000 mg/l and the Brackish Water delivered from Buckeye expected to have TDS levels ranging between 9,000 and 15,000 mg/l.

“Business Day” means Monday through Friday excluding US federal holidays.

“Claim” means any claim, action, dispute, demand, or right of action, whether in law or in equity, of every kind and character.

“Company Property” means Company’s tools, equipment, data, facilities, or Company Cyber Assets.

“Confidential Information” means all nonpublic information about Company or any third-party contractor including, without limitation, reports, data, specifications, know-how, strategies, technical data, processes, business documents, market research, customer, employee or client information and lists, Company Intellectual Property, CDA Information, Covered Information, Restricted Information, and all other information concerning the business and affairs of Company. Any reproduction of Company Confidential Information is Confidential Information to the same extent as any original.

“Entry Fee” means the fee that APS shall charge any other entities that want to deliver reject streams from reverse osmosis treatment of groundwater or other streams of water to PVGS for use as cooling water (“Additional Brine Owners”), which Fee is to be calculated using the formula below:

$$\text{Entry Fee} = P \div N$$

P = the total costs invoiced under this Agreement and the Initial Brackish Water Agreement, except for those costs identified as the sole responsibility of Goodyear

N = 2 + the number of Additional Brine Owners that have contracted to begin delivering water to PVGS

So, for example, if the total cost invoiced under this agreement is \$15 million, the first Additional Brine Owner’s Entry Fee will be calculated as follows:

$$\text{Entry Fee} = 15,000,000 \div (2+1) \text{ So the Entry Fee for each party (Goodyear, Buckeye and the Additional Brine Owner)} = \$5,000,000$$

“Force Majeure” means an unforeseeable event beyond the reasonable control of, and not the fault of nor caused by any negligence of, the affected party and which the affected party is unable to overcome by the exercise of its reasonable diligence. Force Majeure may include the following: a restraint imposed by government, act of a public enemy, war, blockade, insurrection, riot, act of God, pandemic, epidemic, landslide, earthquake, fire, storm, lightning, and flood. Force Majeure events do not include strikes, work stoppages, interruption to Supplier’s supply chain, or economic hardship.

“Indemnatee” means the indemnified party and the officers, directors, employees, agents, advisors, representatives, affiliates, successors, and assigns of the indemnified party.

“Intellectual Property” means any United States and foreign: (A) patents and patent applications, inventions and improvements thereto; (B) trademarks, service marks, trade names, trade dress, logos, business and product names, and registrations and applications for registration thereof; (C) copyrights and registrations thereof; (D) trade secrets and confidential or proprietary information including, without limitation, processes, methods, designs, formulae, know-how, and models; and tangible embodiments of any of (A) through (D) in any form or medium.

“Long-Term Agreement” means the long-term agreements discussed in the Initial Brackish Water Agreement, not to exceed the life of operating licenses for the PVGS operating units, APS is to enter with each Municipality that requests an agreement, that will allow the requesting Municipality to distribute Brackish Water into the WRSS for use as cooling water for PVGS. The long-term agreement(s) will be on mutually acceptable terms between the Company and the Municipality, but are to include a requirement that the Municipalities fund the costs of the improvements to the WRF and WRSS needed for each to deliver their respective Brackish Water to the WRSS; to pay an access fee for use of the WRF and WRSS; to pay Operating and Maintenance Costs to cover APS’s additional costs of operating the systems and the maintenance, repair, and periodic replacement of the systems improvements; and to commit to deliver agreed-upon amounts of Brackish Water to the WRSS. If agreed to, the long-term agreement shall provide for periodic modifications to the Operating and Maintenance Costs, which shall be based on documented costs provided by APS. If agreed to, the long-term agreement shall also provide for contingencies should unexpected impacts to the WRSS or WRF beyond what was identified in the 10/28/2021 Brine Management Report be encountered following placing the system in- service. The Long-Term Agreement, if entered into by the Parties, will also provide that APS will not accept reject streams from reserve osmosis treatment of groundwater or any other streams of water from other entities (“Additional Brine Owners”) if doing so will result in Goodyear not being able to deliver up to 3.3 mgd of Brackish Water into the WRSS (Goodyear’s Build-Out Flows) and/or Buckeye not being able to deliver up to 1.1 mgd of Brackish Water into the WRSS (Buckeye’s Build-Out Flows). This provision shall survive the expiration of this Agreement.

“Losses” means all liabilities, losses, damages, fines, penalties, costs, and expenses, of any kind or nature, whether or not covered by insurance, inclusive of reasonable attorneys’ fees and expenses incurred in the investigation, defense, or enforcement of a party’s rights under this Agreement.

“Participants” means entities participating with Company, as owners, leaseholders, or tenants in common, in Company’s operations or other facilities related to this Agreement and each additional entity who may acquire an ownership or leasehold interest in these facilities, or any other facility owned in whole or part or operated by Company. When entering into this Agreement for Participants, Company is acting as their agent.

4. ENTIRE AGREEMENT.

- 4.1 Entire Agreement. This Agreement contains the final and complete understanding between the parties for and supersedes all prior and contemporaneous communications pertaining to the Project. The Initial Brackish Water Agreement remains in full force and effect; however, the Entry Fee contemplated in Section 6 of that Initial Brackish Water Agreement is adjusted in the Recitals and Definitions of this Agreement to include additional costs.
- 4.2 Appendices. This Agreement includes all documents attached hereto or incorporated by reference, including:

Appendix A	Estimated Costs
Appendix B	Scope of Work
Appendix C	Confidentiality & Non-Disclosure Agreement

5. TERM.

- 5.1 This Agreement shall have a term that commences upon the Effective Date and expires upon:
- completion of the Work (estimated to be within twenty-four (24) months of the Effective Date of this Agreement);
 - the dissemination to the Parties of the work product produced, including all reports and all information and/or conclusions specific to such Parties; and
 - full satisfaction of the Municipalities' payment obligations hereunder.

6. SCOPE.

- 6.1 Company will provide project management and undertake the elements of the Project set forth in the Scope of Work, Appendix B. Company will invoice the Municipalities for the costs incurred under the Scope of Work, and the Municipalities will reimburse Company for those invoiced costs in accordance with Section 7, Price and Payment.
- 6.2 Goodyear and Buckeye will each be solely responsible for engineering, procurement, maintenance, and construction of the infrastructure from their respective systems to the Palo Verde Trust 530 pipeline easement. The Municipalities will also be responsible for cooperating with PVGS, including but not limited to communications, testing, and validation to support the Project.
- 6.3 Bradley Berles, Senior Director, PVGS Water Strategy, shall serve as the point of contact between the Parties with respect to the completion of the Project and the administration of the Initial Brackish Water Agreement and this Agreement. If Bradley Berles is not available as the point of contact for a continuous period exceeding 30 calendar days, Company shall immediately notify the Municipalities of same and shall identify a new point of contact.
- 6.4 APS will enter into good faith negotiations for a Long-Term Agreement, with Goodyear and with Buckeye, with the Goodyear negotiations commencing no later than forty-five (45) days after the Effective Date of this agreement. The Long-Term Agreements are not to exceed the life of operating licenses for the PVGS operating units, with each Municipal Party that requests an agreement, to allow the Municipal Party or

Municipalities to distribute Brackish Water into the WRSS for use as cooling water for PVGS. The agreement(s) will be on mutually acceptable terms, but will include a requirement that the Municipalities fund the costs of the improvements to the WRF and WRSS needed for each to deliver their respective Brackish Water to the WRSS; to pay an access fee for use of the WRF and WRSS; to pay operating and maintenance costs to cover APS's additional costs of operating the systems and the maintenance, repair, and periodic replacement of the systems improvements; and to commit to deliver agreed-upon amounts of Brackish Water to the WRSS. If agreed to, the long-term agreement shall provide for periodic modifications to the operating and maintenance costs, which shall be based on documented costs provided by APS. If agreed to, the long-term agreement shall also provide for contingencies should unexpected impacts to the WRSS or WRF beyond what was identified in the brine study be encountered following placing the system in-service. If no reasonably unacceptable or significant, unexpected conditions were identified and APS declines to enter into good faith negotiations for the Long-Term Agreement referenced above, or after good faith negotiations by both Parties a Long-Term Agreement cannot be executed, APS agrees (a) to reimburse each Municipal Party for the costs it incurred under this Agreement, and (b) to not accept reject streams from reverse osmosis treatment of groundwater or any other Brackish Water streams from any third party for a period of three (3) years following the Effective Date. The Parties agree that the remedy prescribed by this Section 6 shall be the Municipalities' sole and exclusive remedy for APS's refusal to enter into good faith negotiations for the long-term agreement described herein.

- 6.5 The Long-Term Agreement(s), if entered into by the Parties, will also provide that APS will not accept reject streams from reverse osmosis treatment of groundwater or any other streams of water from other entities ("Additional Brine Owners") if doing so will result in Goodyear not being able to deliver Goodyear's Build-Out Flows and/or Buckeye not being able to deliver Buckeye's Build-Out Flows. This term shall survive the expiration or earlier termination of this Agreement unless this Agreement is terminated for cause.

7. PRICE AND PAYMENT.

- 7.1 Price of Goods and Services. As long as they are Parties to this Agreement, the Municipalities are jointly and severally liable for reimbursing APS the full costs incurred by APS under this Agreement, except for costs that are incurred for Goodyear's sole benefit as estimated in Table 1 of Appendix A. Goodyear will be solely responsible for paying the full costs incurred for its sole benefit. The Municipalities will each pay 50% of all other actual costs incurred under this Agreement, as estimated in Table 2 and Table 3 of Appendix A. As set forth in Appendix A, the expected cost for Goodyear is \$9,223,200.00 and \$6,769,200.00 for Buckeye. However, if one Municipality fails to pay for its share of the costs, the total cost of the Work under this Agreement could be \$16,000,000.00 for Goodyear or \$13,600,000.00 for Buckeye. In the case that the total cost of Work is expected to exceed these stated amounts, APS will obtain approval from the Municipality(ies) before proceeding with the Work. If additional costs, in excess of the amounts stated above, are necessary to complete work for the benefit of one Municipality, Company and that Municipality may enter into a separate agreement to authorize that additional cost. Price estimates are provided in Appendix A, and the total cost of the Work under the Agreement is estimated to be \$16,000,000.00. APS represents that it will not seek and shall not be entitled to double recovery for any of the Work performed under this Agreement.
- 7.2 If one Municipality fails to for its share of the costs as set forth in Section 7.1 above (the "Non-Paying Municipality") and the other Municipality pays those costs (the "Paying Municipality"), the Parties agree that the Paying Municipality shall be entitled to a limited increased volume of Brackish Water it can deliver to PVGS to offset the amount that the Non-Paying Municipality was expected to deliver to PVGS. Specifically, the limitation on the increased amount of water each Municipality could deliver to the WRSS is determined

by the source water quality. For example, 1mgd of 7,000 mg/l TDS water is not equivalent to 1mdg of 12,000 mg/l TDS water. This term shall survive the expiration or earlier termination of this Agreement unless this Agreement is terminated for cause.

- 7.3 Invoicing. APS shall submit invoices to the Municipalities billing each Municipal Party 50% of the cost of the Work; however, for interconnections into the WRSS or equipment that only benefit one of the two Municipalities, APS shall only invoice the Municipality that benefits from the interconnection for the costs associated with the procurement, construction, and other activities that support that interconnection. Such invoices shall contain: (A) a reference to this Agreement; (B) a description of the goods and services covered by the invoice; and (C) any reasonable documentation including, but not limited to, invoices provided to APS by its subcontractor. Invoices must be submitted to:

City of Goodyear
Accounts Payable
1900 No. Civic Square
Goodyear, AZ 85395

City of Buckeye
Water Resources Accounts Payable
21749 W. Yuma Road, Suite 107
Buckeye, AZ 85326

- 7.4 Payment Terms. The Municipalities shall pay amounts due to APS within thirty (30) days following the receipt of an invoice. Such payments shall be submitted to:

Arizona Public Service Company
P.O. Box 53920, Mail Station 9996
Phoenix, AZ 85072-3920

8. FORCE MAJEURE.

- 8.1 Force Majeure. In the event of a Force Majeure, the affected party will: (A) promptly notify the other party in writing of any causes or circumstances claimed to constitute a Force Majeure event, the obligations that will be affected by such Force Majeure event, the measures taken or to be taken to minimize the impact thereof, the schedule for implementation of those measures, the anticipated duration of the failure to perform or delay, and evidence supporting the claimed Force Majeure event; and (B) use reasonable best efforts to mitigate the effect of such failure to perform or delay and to remedy the impact of the Force Majeure event. In no event will the Municipalities' failure to satisfy their respective payment obligations under this Agreement constitute a Force Majeure. The time for performance will be extended by a period of time equal to the time lost due to Force Majeure event or other period agreed upon by the parties.
- 8.2 Extended Force Majeure. If the cumulative period of the delay equals or exceeds thirty (30) calendar days or the non-affected party determines the delay has a significant adverse effect on its operations, the non-affected party may terminate this Agreement without further liability. If possible, the affected party will offer partial performance of its obligations, which the non-affected party may accept or refuse.

9. SUBCONTRACTORS.

APS may subcontract any part of the Scope of Work without prior written approval from the Municipalities. This Agreement will not create any contractual relationship between the Municipalities and any subcontractor of Company. Company will be responsible for its subcontractor's compliance with this Agreement.

10. CONFIDENTIALITY.

The Parties' obligations regarding confidentiality are governed by the provisions of the non-disclosure agreement attached hereto as Appendix C.

11. INTELLECTUAL PROPERTY.

- 11.1 Pre-existing Intellectual Property. Rights to any and all intellectual property conceived, authored, made, or reduced to practice by any Party prior to performing under this Agreement, are and will remain that Party's property.
- 11.2 New Intellectual Property. Copies of all reports, data, or final documentation generated as a result of this Agreement or otherwise provided or assigned to APS by a subcontractor shall be provided and/or licensed to the Municipalities upon their request, unless it contains confidential information about APS, the Participants, or their facilities. APS shall have ownership rights to the results of any reports, data, or final documentation generated as a result of this Agreement or otherwise provided or assigned to APS by a subcontractor as works for hire.

12. TERMINATION.

- 12.1 Termination for Safety. If at any time one of the Parties fails to perform the Work provided for in this agreement in a safe and acceptable manner in accordance with the Palo Verde Safety Manual, (available under the Resources tab at the following website: <https://www.aps.com/en/About/Our-Company/Doing-Business-with-Us#Resources>), as determined by a Party in its sole discretion, then the Party that identified the safety issue may suspend this Agreement for up to ninety (90) days or terminate the Agreement immediately, and without prior notice.
- 12.2 Termination for Cause. Either party may terminate this Agreement, if the other party is in material breach of this Agreement and such breach continues uncured for a period of forty-five (45) calendar days following receipt of written notice from a non-breaching party. In the case that the terminating Party is a Municipality, the Municipality may terminate its own participation in this Agreement, but the other Municipality and Company may choose not to terminate this Agreement as between themselves.
- 12.3 Termination in the Event of an Early PVGS Plant Closure. In the event that one or more PVGS Units terminates operation before the Agreement expires, APS may terminate the Agreement.
- 12.4 Settlement for Work or Performance Completed Prior to Termination. Upon termination of this Agreement, amounts due for the Scope of Work already completed and any procurement already completed, or in process, will be invoiced to the Municipalities in a final invoice and the Municipalities will make a final payment in the amount invoiced, unless Section 12.4.1 below is triggered.
- 12.4.1 In the case of Termination in the Event of an Early PVGS Plant Closure under Section 12.3; Termination for Cause by the Municipalities under Section 12.2; or Termination for Safety due to

a safety related condition that APS fails to cure under 12.1, Company shall reimburse Goodyear and Buckeye for the costs each incurred under this Agreement, the Initial Brackish Water Agreement and all of the amendments to the Initial Brackish Water Agreement and Company shall not accept reject streams from reverse osmosis treatment of groundwater or any other Brackish Water streams from any third party for a period of three (3) years following the termination. Such reimbursement shall not allow for double recovery by the Municipalities under this Agreement and the Initial Brackish Water Agreement.

12.4.2 The Company, Subcontractors and Participants will have no Claim and will receive no payment for Work that is unperformed. These provisions 12.4, 12.4.1 and 12.4.2 shall survive the expiration or earlier termination of this Agreement.

13. DESIGNATED REPRESENTATIVE AND NOTICE.

13.1 All communications relating to the day-to-day activities under this Agreement will be between the designated representatives named in Appendix B. Any other notices required under this Agreement shall be sent by certified mail, return receipt requested or a reputable courier service, and email, to the individuals identified below or to any other addresses a party may designate in writing and deliver in a like manner. Notices will be effective on the date the certified mail or reputable courier service is delivered.

Goodyear: Barbara Chappell Water Services Director 4980 S. 157 th Ave. Goodyear, AZ 85338 Barbara.Chappell@goodyearaz.gov	Buckeye: Terry Lowe Director, Water Resources Department 21749 W Yuma Rd., Suite 107 Buckeye AZ 85326 tlowe@buckeyeaz.gov	APS: Pall Hopkins Director, PVGS Water Resources Pall.Hopkins@aps.com and Bradley Berles Senior Director, PVGS Water Strategy Bradley.Berles@aps.com 5871 S. Wintersburg Rd, MS 6215 Tonopah AZ 85354
With a copy to: Roric Massey Goodyear City Attorney 1900 No. Civic Square Goodyear, AZ 85395 Roric.Massey@goodyearaz.gov	Buckeye: Scott McCoy Buckeye City Attorney City Attorney's Office 530 E Monroe Ave Buckeye AZ 85326 smccoy@buckeyeaz.gov	APS: lawdept@apsc.com 400 North Fifth Street, MS 8695 Phoenix, AZ 85004 Attn: General Counsel

14. TITLE AND RISK OF LOSS.

Goods. Title to interconnection, improvements or alterations to the WRSS or PVGS and any equipment or materials purchased or installed as a part of the Scope of Work and Project will belong to APS and the Participants, provided, however that the infrastructure from the Municipalities' respective systems to the Palo Verde Trust 530 pipeline easement shall belong to that Municipality.

15. INDEMNIFICATION.

15.1 Except as provided herein, and to the extent permitted by law, the Municipalities agree to indemnify, defend, and hold APS harmless against any liabilities APS incurs to the Service Provider(s) that arise from, are alleged to have arisen from, or are related to APS' role as project manager for the Work under this Agreement set forth in Appendix B attached hereto and incorporated herein by this reference, so long as any underlying action or failure to act was within the scope of the obligations and authority of APS under this Agreement, or otherwise taken or not taken in the reasonable and good faith belief that such action or failure to act was (i) in accordance with APS' obligations and authority under this Agreement or (ii) otherwise in the best interests of the Municipalities (the "Indemnification"). Provided, however, that Buckeye is not subject to Indemnification for Goodyear Interconnections to the WRSS set forth in *Section 1* of Appendix B. The Indemnification provided herein does not apply to any liability or claims arising from, alleged to have arisen from, or that are related to any of the following: (i) a loss of service; (ii) damage to any APS equipment and/or APS Facility unless such damage is the result of either Municipalities' actions or their agents in connecting its facilities to the WRSS, in which case the Municipality causing such damage shall be responsible for indemnifying APS for such damage; (iii) damage to any Redhawk equipment and/or Redhawk facility; and (iv) any breach of the contract between APS and any Service Provider, unless that breach was caused, in whole or in part, by any action of the Municipalities that the Municipalities knew, or should have known, could cause the breach. This indemnity shall include reasonable costs of defense, including reasonable attorneys' fees, of any such claim. Each of the Parties shall provide prompt notice of any claim subject to Indemnification hereunder, but failure to give such prompt notice shall not be a defense to any indemnification obligation under this Agreement, except to the extent that any Party can prove actual prejudice from such delay.

15.2 Indemnification for Municipality Actions. To the fullest extent permitted by law, each Municipality will indemnify, defend, and hold harmless any APS indemnitee for, from and against any and all losses that any APS indemnitee may incur in connection with any claim arising out of, or resulting from, any of the following:

- i. Any harm, injury, or death to any person, or any damage or destruction of any tangible third-party property, if caused in whole or in part by the negligence of Municipality or agents in connecting its facilities to the WRSS;
- ii. Any actual or alleged violation of applicable law by Municipality; or
- iii. The failure by Municipality to timely pay any required taxes, assessments, or contributions (collectively, "Loss").

15.3 This indemnity shall include reasonable costs of defense, including reasonable attorneys' fees. Each of the Parties shall provide prompt notice of any claim subject to Indemnification hereunder, but failure to give such prompt notice shall not be a defense to any indemnification obligation under the Agreement, except to the extent that any Party can prove actual prejudice from such delay.

16. LIMITATION OF LIABILITY/EXCLUSION OF CERTAIN DAMAGES.

Unless otherwise provided for in this Agreement, no Party will be liable to another Party for any indirect, consequential, special, or punitive damages or lost profits in connection with this Agreement. The foregoing notwithstanding, to the extent that one Party is entitled to indemnification from the other Party under Section 15, in connection with a third-party claim, any damage awarded to the third party (direct, consequential, or otherwise),

will be deemed to be direct damages of the indemnified Party, for which the indemnifying Party will be liable. All rights and remedies of the parties are cumulative, and not exclusive.

17. INSURANCE.

17.1 Each Municipality will maintain the following insurance levels:

- i. Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 aggregate.
- ii. Workers' Compensation - \$1,000,000 per accident and per employee for bodily injury/disease.
- iii. Commercial Automobile Liability - \$1,000,000 per accident covering the respective Municipality's use of Municipality's owned, hired, or non-owned vehicles, in connection with the Agreement.
- iv. Umbrella/Excess Liability - \$5,000,000 per occurrence and annual aggregate above the coverage in the policies listed above.

17.2 The Municipalities will add Company as an additional insured for the above policies; and waive, and require their insurers to waive, rights of subrogation against Company and the Palo Verde Participants.

17.3 If the Municipalities choose to use self-insurance and retentions, such self-insurance and retentions (1) are the sole responsibility of Municipalities; and (2) must provide Company and the Palo Verde Participants all the benefits that would otherwise be available and provided under an insurance policy, including, but not limited to, the defense of claims.

17.4 The Municipalities will provide evidence of the policies listed above if requested by Company and will provide prompt notice of any policy cancellations to Company.

18. AMENDMENTS AND CHANGE NOTICES.

18.1 Amendments. Any amendment to this Agreement must be in a writing signed by all three Parties.

18.2 Change Notices. Any change to the Scope of Work, price, or schedule must be made using a change notice. All changes, including any adjustment to Price or Schedule shall be mutually agreed upon by all Parties and authorized in a Change Notice pursuant to the terms of this Agreement before commencement of the change.

18.3 Suspension. Company may suspend this Agreement, or any portion thereof in its sole discretion if such a suspension is required for safety, operational requirements of the WRSS or related Palo Verde or Redhawk systems, or failure of one or more Municipalities to make timely payments of invoices. Upon Company's suspension of any portion of this Agreement, it will mitigate costs to the Municipalities and otherwise preserve and protect any work or performance in progress. The suspension will be lifted when the event or events that caused it are cured or otherwise remedied.

19. MISCELLANEOUS.

19.1 No Waiver. No statement, course of conduct, course of dealing, or other action will be construed as a waiver. Any waiver must be in writing and signed by the party granting the waiver.

- 19.2 No Joint Venture. Nothing in this Agreement shall constitute or be construed to be or to create a partnership or joint venture relationship between the Parties. No Party shall make any statement or take any action that is inconsistent with the provisions of this section. It is understood and agreed that the management and control of the contracts between APS and the Service Provider shall remain, at all times, under the exclusive control of those entities.
- 19.3 Assignment. The Municipalities will not assign its rights or delegate its duties under this Agreement without the prior written consent of APS, which APS may withhold at its sole discretion. Any assignment or delegation by the Municipalities in breach of this provision is void.
- 19.4 Survival of Obligations and Liabilities. Termination or expiration of this Agreement shall not relieve any Party of any obligation that expressly or by implication survives termination or expiration, including but not limited to: Indemnification, Limitation of Liability, Confidentiality, Governing Law, Dispute Resolution, and Attorneys' Fees.
- 19.5 Third Party Beneficiaries. All benefits, rights, and remedies of Company under this Agreement shall also inure to the benefit of the Participants. Except as specifically provided for herein, this Agreement does not create any rights exercisable by any third party.
- 19.6 Governing Law. This Agreement will be governed by and interpreted under Arizona law, without regard to any conflict of law principles. Any legal suit, action or proceeding arising directly or indirectly out of this Agreement will be initiated in state or federal court in Maricopa County, Arizona. The Municipalities voluntarily waive their claims of sovereign or governmental immunity from claims and liabilities arising under this Agreement to the extent permitted under law.
- 19.7 Dispute Resolution. In the event of a dispute, a representative of each Party to the dispute who has the authority to resolve the dispute will meet within fourteen (14) days after either Party gives the other Party written notice of the dispute. The Parties to the dispute shall use their reasonable best efforts to resolve the dispute. If the Parties do not reach a resolution within sixty (60) days following the first meeting of the Parties, either Party may pursue litigation or – if applicable pursuant to Arizona Revised Statutes §§ 12-133, 12-1518, *et. seq.*, or other applicable law -- arbitration. Notwithstanding the foregoing, either Party may bring an immediate suit for breach of the confidentiality obligations of this Agreement. If a dispute becomes the subject of litigation, each Party waives its right to a jury trial.
- 19.8 Attorneys' Fees. The prevailing Party in any proceeding will be entitled to recover its reasonable attorneys' fees, and associated costs and expenses.
- 19.9 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the rest of this Agreement will remain in full force and effect.
- 19.10 Interpretation. This Agreement will be interpreted without regard to factors such as the party who prepared it or the relative bargaining power of the parties.
- 19.11 Other Water Streams. No provision of this agreement or any other agreement between the parties, is intended to preclude Palo Verde from procuring additional water in the future with a lower TDS than 1750 mg/l, so long as doing so does not limit the WRSS capacity available to Goodyear or Buckeye as contemplated in this agreement.

20. EXECUTION.

This Agreement may be executed using two or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same Agreement. This Agreement shall be deemed executed and delivered upon the exchange of executed scanned signature pages transmitted by electronic mail.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered as of the Effective Date.

ARIZONA PUBLIC SERVICE COMPANY

SIGNATURE: _____

NAME: _____

TITLE: _____

CITY OF GOODYEAR

SIGNATURE: _____
Wynette Reed, City Manager

ATTEST City of Goodyear:

Jasmine Pernicano, Acting City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

CITY OF BUCKEYE

SIGNATURE: _____
Eric W. Orsborn, Mayor

ATTEST City of Buckeye:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

APPENDIX A – ESTIMATED COST

Table 1: Goodyear Site 12 & Bullard Water Campus (Goodyear Funding ONLY)			
Item	Estimated Cost	Goodyear's Estimated Costs	Buckeye's Estimated Costs
Procurement	N/A	N/A	N/A
Bullard Water Campus Construction	\$ 525,000	\$ 525,000	\$ -
WRSS Internal Protective Coatings (Bullard Water Campus - 2024)	\$ 300,000	\$ 300,000	\$ -
WRSS Internal Protective Coatings (Site 12 - 2025)	\$ 300,000	\$ 300,000	\$ -
WRSS Internal Coating Applications Support (chlorination/ventilation/monitoring)	\$ 18,000	\$ 18,000	\$ -
Engineering Services	\$ 42,000	\$ 42,000	\$ -
WR Engineering, Operations & Enviro.	\$ 40,000	\$ 40,000	\$ -
WR Water Chemistry Analysis	\$ 9,000	\$ 9,000	\$ -
WR Transportation	\$ 8,400	\$ 8,400	\$ -
WR Construction Safety Representation	\$ 9,600	\$ 9,600	\$ -
WR Construction Support	\$ 51,000	\$ 51,000	\$ -
WR Project Management	\$ 72,000	\$ 72,000	\$ -
Contingency (20%)	\$ 275,000	\$ 275,000	\$ -
Total:	\$ 1,650,000	\$ 1,650,000	\$ -

Table 2: Enhanced Evaporation - Minetek (Mechanical Evaporators)

Item	Estimated Cost	Goodyear's Estimated Costs Without Buckeye's Participation	Buckeye's Estimated Costs Without Goodyear's Participation
Procurement	\$ 120,000	\$ 120,000	\$ 0
(One Additional) Minetek 600/300 Evaporator Unit	\$ 550,000	\$ 550,000	\$ 0
Civil Construction	\$ 209,000	\$ 209,000	\$ 209,000
Electrical Infrastructure	\$ 600,000	\$ 600,000	\$ 600,000
Equipment and Containment Installation	\$ 192,000	\$ 192,000	\$ 192,000
Electrical Installation (for 2 evaporators)	\$ 40,000	\$ 40,000	\$ 40,000
Mechanical Installation	\$ 70,000	\$ 70,000	\$ 70,000
Startup & Commissioning	\$ 18,000	\$ 18,000	\$ 18,000
Operation & Maintenance Activities	\$ 70,000	\$ 70,000	\$ 70,000
WR Engineering & Operations	\$ 40,000	\$ 40,000	\$ 40,000
WR Water Chemistry Analysis	\$ 11,000	\$ 11,000	\$ 11,000
WR Transportation	\$ 8,400	\$ 8,400	\$ 8,400
WR Construction Safety Representation	\$ 19,200	\$ 19,200	\$ 19,200
WR Construction Support	\$ 68,000	\$ 68,000	\$ 68,000
WR Project Management	\$ 96,000	\$ 96,000	\$ 96,000
Environmental and Permitting	\$ 30,000	\$ 30,000	\$ 30,000
PV Survey	\$ 10,000	\$ 10,000	\$ 10,000
Contingency (20%)	\$ 430,320	\$ 430,320	\$ 296,320
Total:	\$ 2,581,920	\$ 2,581,920	\$ 1,777,920

Table 3: Redhawk Return Line (RRL)

Item	Total Estimated Cost	Goodyear's Estimated Costs Without Buckeye's Participation	Buckeye's Estimated Costs Without Goodyear's Participation
Procurement	N/A	N/A	N/A
Redhawk Return Line Construction and installation on Redhawk Property	\$ 4,700,000	\$ 4,700,000	\$ 4,700,000
Redhawk OSSV Engineering Services	\$ 75,000	\$ 75,000	\$ 75,000
Redhawk Return Line Construction and installation on Palo Verde Property	\$ 4,200,000	\$ 4,200,000	\$ 4,200,000
Palo Verde OSSV Engineering Services	\$ 101,000	\$ 101,000	\$ 101,000
Quality Assurance	\$ 78,000	\$ 78,000	\$ 78,000
WR Engineering & Operations	\$ 40,000	\$ 40,000	\$ 40,000
WR Water Chemistry Analysis	\$ 9,000	\$ 9,000	\$ 9,000
WR Transportation	\$ 29,400	\$ 29,400	\$ 29,400
WR Construction Safety Representation	\$ 68,000	\$ 68,000	\$ 68,000
WR Construction Support	\$ 180,000	\$ 180,000	\$ 180,000
WR Project Management	\$ 240,000	\$ 240,000	\$ 240,000
PV Environmental	\$ 30,000	\$ 30,000	\$ 30,000
Easement (Temporary Construction and Permanent Expansion)	\$ 26,000	\$ 26,000	\$ 26,000

Table 3 (continued): Redhawk Return Line (RRL)

County Permit (for crossing under Elliot Road)	\$ 4,000	\$ 4,000	\$ 4,000
Dust Control - Block Permit	\$ 3,000	\$ 3,000	\$ 3,000
PV & 811 Survey	\$ 17,000	\$ 17,000	\$ 17,000
Contingency (20%)	\$ 1,960,080	\$ 1,960,080	\$ 1,960,080
Total:	\$ 11,760,480	\$ 11,760,480	\$ 11,760,480

Totals if Each Municipality Pays for its Share¹

Grand Total: \$ 15,992,400

Goodyear's Total: \$ 9,223,200

Buckeye's Total¹: \$ 6,769,200

¹ If one Municipality fails to pay its portion of the costs under the contract, then the total estimated cost for the other Municipality is as follows: Goodyear -- \$15,992,400.00 and Buckeye -- \$13,538,400.00. If each Municipality pays for its share as contemplated under this Agreement, the cost to Goodyear is estimated to be \$9,223,200 and the cost to Buckeye is estimated to be \$6,769,200.

APPENDIX B – SCOPE OF WORK

APS shall undertake and perform project management, design, engineering, procurement, construction, or related activities, or subcontract such activities, in order to accomplish the following scope of work:

1. Goodyear Interconnections to the WRSS

Modification of the existing interface between the WRSS and Goodyear's Bullard Campus include but not limited to:

- a. Project management, construction and installation of mechanical, electrical, and communications infrastructure for connecting Goodyear's Bullard Water Campus (BWC) brine supply pipeline to the WRSS pipeline.
- b. Internal WRSS pipeline coatings as a preventative measure against internal mortar corrosion at both Site 12 and BWC injection points.
- c. Associated procurement activities such as procurement of materials, equipment, labor, internal and external engineering and operations, water quality analysis, permitting and other governmental approvals.

2. Enhanced Evaporation

Obtaining, installing, and testing the enhanced evaporation technology needed to offset the additional water that will be sent to the Palo Verde Generating Station evaporation ponds as a result of introducing the brackish water from the Municipalities, including spare equipment as determined by Company in its sole discretion. Associated activities and project support include but are not limited to:

- a. Project management, construction and installation of mechanical, electrical, and other infrastructure for connecting and preparing to operate the Minetek and other equipment.
- b. Project management, construction and installation of environmental containment areas.
- c. Performance of acceptance, startup and commissioning, and functional testing.
- d. Interim operation and maintenance activities.
- e. Associated procurement activities such as procurement of equipment, materials, labor, internal and external engineering and operations; water quality analysis, permitting and other governmental approvals.

3. Redhawk Return Pipeline ("RRL")

Procurement and installation or construction of a return pipeline from Redhawk to Palo Verde Generating Station to accommodate the additional blowdown from Redhawk caused by the introduction of the brackish water from the Municipalities include but not limited to:

- a. Civil construction and installation of mechanical, electrical, and communications infrastructure to complete the RRL from Redhawk's brine concentrator tanks to the NW corner of their property line where the connection to PVWR's pipeline will be established.

- b. Project management, construction and installation of mechanical, electrical, and communications infrastructure to complete the RRL from PVWR's injection point to the Redhawk property connection point.
- c. Associated procurement activities such as procurement of materials, labor, internal and external engineering and operations; water quality analysis, permitting and other governmental approvals.
- d. Obtaining easement or right-of-way rights across real property to accommodate the siting, construction, and maintenance activities needed for the RRL.

(END APPENDIX B)

APPENDIX C – CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

Confidentiality & Non-Disclosure Agreement

This Confidentiality & Non-Disclosure Agreement (“Agreement”), effective as of the Effective Date of the ENGINEERING PROCUREMENT AND CONSTRUCTION AGREEMENT to which this is incorporated as Appendix C, is between Arizona Public Service Company, an Arizona corporation (“APS”), in its capacity as co-owner and operating agent for Palo Verde Generating Station (“PVGS”), the City of Goodyear (“Goodyear”), a municipal corporation formed under the laws of the state of Arizona, and the City of Buckeye (“Buckeye”), a municipal corporation formed under the laws of the state of Arizona. The parties to this Agreement may be referred to individually as a “Party” and collectively as the “Parties.”

Unless specifically set forth herein, all capitalized terms will have the same definition as provided in the Agreement Regarding Collaborative Efforts to Accept Municipal Brackish Water into the Water Reclamation Supply System Pipeline (the “Project Agreement”) which was executed by and between APS, Goodyear, and Buckeye in August of 2022.

The Parties desire to retain one or more Service Providers for the purposes of completing the Work in furtherance of mutually beneficial solutions using existing infrastructure operated by APS that provides APS an alternative source of cooling water for Palo Verde Generating Station, and the Municipalities an alternative means for disposing of their Brackish Water (the “Purpose”). In furtherance of the Purpose, the Parties may acquire new or disclose existing confidential, trade secret, and proprietary information to one another and to one or more of the Service Providers. APS will be disclosing certain confidential and/or proprietary information relating to this Purpose and Service Provider will gather data related to this Purpose, both at PVGS and at wastewater treatment facilities owned or controlled by Goodyear or Buckeye (collectively, the “Confidential Information”).

Therefore, in reliance on the commitments and obligations set forth herein, the Parties agree as follows:

1. This Agreement governs Confidential Information disclosed or gathered by the Parties or Service Providers about the facilities owned or controlled by the Parties, consistent with the Purpose, following the Effective Date and until this Agreement is terminated through express written mutual consent of all of the Parties to this Agreement. The Parties may disclose one another’s Confidential Information to the Service Providers in writing, orally, visually, or in any other manner that is not amenable to writing, and as such is covered by the disclosure restrictions provided in this Agreement. Confidential Information may also be gathered by the Parties and the Service Provider through engineering field studies, laboratory analysis, or other measures, and as such is covered by the disclosure restrictions provided in this Agreement. The information, data, and analyses contained in any preliminary, draft, or final report, or other results of the Work shall be considered trade secret, proprietary, and confidential information, and as such shall be considered Confidential Information for the purposes of this Agreement.
2. No Party will use or disclose to any third party, except by express written authorization from a disclosing Party, any Confidential Information in any manner except for the Purpose, and will require that its employees and agents who have access to such Confidential Information maintain such information as strictly confidential subject to the same restrictions imposed by this Agreement. By way of example, but not limitation, no Party shall be allowed to use Confidential Information in connection with any patent application, for any commercial purpose, or for the benefit of any third party. All of the Parties’ obligations regarding any Confidential Information received pursuant

to this Agreement shall survive until such time as this Agreement is terminated through the mutual express written consent of the Parties to this Agreement.

3. A Party's obligations under paragraph 2 will not apply if the Party can show, with clear and convincing written evidence, that the Confidential Information received hereunder:
 - a) was already known to said Party prior to the time of first disclosure pursuant to the Purpose; or
 - b) at the time of disclosure, the information is in the public domain, or after the date of the disclosure, lawfully becomes a part of the public domain other than through breach of this Agreement by a given Party; or
 - c) is received in good faith, without any obligation of confidentiality from a third party having a legal right to disclose the same; or
 - d) is independently developed by a given Party by individuals without otherwise having access to such Confidential Information.
4. A Party's obligations under paragraph 2 will not apply under the following circumstances:
 - a) the Party is subject to Arizona's public records law and has received a request for public records under Arizona State Law that would apply to Confidential Information, provided however, the Party in question promptly notifies the other Parties of the request in advance of such disclosure to allow such Parties to file for a protective order with a court of competent jurisdiction. If the Party receiving a request for public records has not received evidence that a request for a protective order was filed with a court of competent jurisdiction within 30 days of the date of such notice, the Party that received the public records request shall disclose only that Confidential Information necessary to comply with said public records request. If a request for a protective order is filed, the Party will not release the records requested until ordered to do so by the court or until the case is dismissed; or
 - b) with regard to disclosure to a legal or regulatory authority, such disclosure is required to be disclosed by a given Party pursuant to a legally enforceable order, law, subpoena, or other regulation ("Order"), provided, however, that the Party in question promptly notifies the other Parties in advance of such disclosure and discloses only that Confidential Information necessary to comply with said Order.
5. ALL INFORMATION FROM THE PARTIES IS PROVIDED, OR THAT IS GATHERED BY THE SERVICE PROVIDER, "AS IS" AND WITHOUT WARRANTY, REPRESENTATION, OR GUARANTEE OF ANY SORT, EXPRESSED OR IMPLIED.
6. The Agreement will not be construed to create any obligation on the part of any Party hereto to retain the other Party's services or to compensate the other Party in any manner, except as may be set forth by a separate written agreement duly executed by authorized representatives of the Parties hereto.
7. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of Arizona law. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law, subject to the restrictions in paragraph 4(a) and 4(b) of this Agreement.
8. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof, and no amendment or modification to this Agreement shall be valid or binding upon the parties unless made in writing and signed by each party, except that in the case of a conflict between this Agreement and the Project

Agreement, the terms of the Project Agreement will govern. This Agreement may be executed in counterparts, each of which shall be deemed an original. Electronically transmitted and imaged copy signatures will be fully binding and effective for all purposes.

9. This Agreement shall be effective upon the latest date of execution by all Parties to the Agreement, and shall expire three years from, either the completion of the Work or the completion of any water treatment projects that result therefrom, if any, whichever is later, unless terminated earlier through mutual written amendment to this Agreement.

ARIZONA PUBLIC SERVICE COMPANY

SIGNATURE: _____

NAME: _____

TITLE: _____

CITY OF GOODYEAR

SIGNATURE: _____

Wynette Reed, City Manager

ATTEST City of Goodyear:

Jasmine Pernicano, Acting City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

CITY OF BUCKEYE

SIGNATURE: _____

Eric W. Orsborn, Mayor

ATTEST City of Buckeye:

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

(END APPENDIX C)



ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT – BRINE DISPOSAL





OVERVIEW

- Partnership
- Original Agreement
- Past Amendments
- Brine Production





PaloVerde[™]
GENERATING STATION

BRINE AGREEMENT

- Multi-Party Agreement
- Goodyear/Buckeye
- Brine delivery destination

Brine Producers



- Site 12
- Bullard Water Campus
- Current Treatment





ORIGINAL AGREEMENT

- **Approved 7/18/2022**
- **Multi-Party Agreement**
 - Design Development
 - Final System Design



AMENDMENT #1

- Approved 3/4/2024
- Design & Construction
- Capital Improvement Project



AMENDMENT #2

- Approved 7/2/2024
- Design Continuation & Construction
- Purchase long lead items





NEW AGREEMENT

- Final Procurement & Construction
- Approx Project Cost: \$9,223,200



RECOMMENDATIONS ?

