



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, June 9, 2025

Immediately following the Joint Community Facilities District Special Meeting

Mayor
Joe Pizzillo

Vice Mayor
Wally Campbell

Councilmember
Brannon Hampton

Councilmember
Laura Kaino

Councilwoman
Vicki Gillis

Councilmember
Benita Beckles

Councilmember
Trey Terry



PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

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

NON-AGENDA ITEMS

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

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

AGENDA ITEMS

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

PROCEDURES

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



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

www.goodyearaz.gov/cityclerk

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

Immediately following the Joint Community Facilities District Special Meeting

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER KAINO

COMMUNICATIONS

1. **PREVIEW OF THE NEW GOODYEAR311 REQUEST FOR SERVICE SYSTEM**

APPOINTMENTS

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

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

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

3. **APPROVAL OF MINUTES
RECOMMENDATION**

Approve the April 28, 2025 and May 19, 2025 Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

4. **ADOPTION OF PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM (PSPRS)
FY2026 PENSION FUNDING POLICY
RECOMMENDATION**

Adopt the Public Safety Personnel Retirement System FY2026 Pension Funding Policy. (Jared Askelson, Finance Director)

5. **AUTHORIZATION OF THE EXPENDITURE OF FUNDS FOR SAFE STREETS AND ROADS FOR ALL (SS4A) ROAD SAFETY ACTION PLAN PROJECT RECOMMENDATION**

Authorize the expenditure of funds up to \$780,000 for the SS4A Road Safety Action Plan project. (Steve Scinto, City Engineer/Director of Engineering)

6. **CANVASS THE MAY 20, 2025 SPECIAL ELECTION RESULTS RECOMMENDATION**

ADOPT RESOLUTION NO. 2025-2471 DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL ELECTION HELD ON MAY 20, 2025. (Jasmine Pernicano, City Clerk)

7. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY FOR SARIVAL AVENUE INTERSECTION IMPROVEMENTS AT LOWER BUCKEYE ROAD AND MAGNOLIA STREET RECOMMENDATION**

ADOPT RESOLUTION NO. 2025-2472 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR OPERATIONS AND MAINTENANCE OF THE INTERSECTIONS AT SARIVAL AVENUE AND LOWER BUCKEYE ROAD AND SARIVAL AVENUE AND MAGNOLIA STREET, PROVIDING AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE. (Steve Scinto, City Engineer/Director of Engineering)

8. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE STATE OF ARIZONA RELATED TO THE EXTENSION OF STATE ROUTE LOOP 303 RECOMMENDATION**

ADOPT RESOLUTION NO. 2025-2473 APPROVING THE ADOPTION OF RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATED TO THE EXTENSION OF STATE ROUTE LOOP 303. (Kini Knudson, Deputy City Manager)

9. **APPROVAL OF THE PURCHASE AGREEMENT WITH THE STATE OF ARIZONA RELATED TO THE EXTENSION OF STATE ROUTE LOOP 303 RECOMMENDATION**

ADOPT RESOLUTION NO. 2025-2474 APPROVING PURCHASE AGREEMENT WITH THE STATE OF ARIZONA RELATED TO THE EXTENSION OF STATE ROUTE LOOP 303, AUTHORIZING STAFF TO MAKE CHANGES, IMPOSING CONDITIONS FOR THE EXECUTION OF THE PURCHASE AGREEMENT AND AUTHORIZING EXECUTION OF DOCUMENTS. (Kimberly Romero, Real Estate Supervisor)

PUBLIC HEARINGS

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

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

10. **PUBLIC HEARING ON PROPOSED PROPERTY TAX LEVY FOR FY2026 (TRUTH-IN-TAXATION HEARING) AND ON PROPOSED FINAL BUDGET ADOPTION FOR FY2026 AND APPROVAL OF TRUTH IN TAXATION INCREASE BY ROLL CALL VOTE**

RECOMMENDATION

Conduct a public hearing and by resolution adopt the final estimates by the city of Goodyear for the fiscal year beginning July 1, 2025 and ending June 30, 2026 and on the proposed primary property tax levy increase of \$303,271; and Approve the Truth-in-Taxation increase of \$303,271 for FY2026 by a roll call vote. (Ryan Bittle, Finance Manager)

BUSINESS

11. **COMPREHENSIVE SIGN PACKAGE FOR ESTRELLA FALLS AND GSQ**
RECOMMENDATION

Approve the Estrella Falls and GSQ Comprehensive Sign Package, dated April 2025, subject to stipulations. (Jimmy Carreon, Assistant Planner)

INFORMATION ITEMS

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

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

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

June 16, 2025

Council Meeting

5:00 p.m.

ADJOURNMENT

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

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

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

POSTING VERIFICATION

This agenda was posted on 6/4/2025 at 5:42 p.m. by (VM).

ITEM #: 1.
DATE: 06/09/2025
AI #:2644



CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Jenna Goad, Strategic Planning & Organizational
Performance Manager

SUBJECT:

PREVIEW OF THE NEW GOODYEAR311 REQUEST FOR SERVICE SYSTEM

Attachments

Staff Presentation

Goodyear 311

History

- Current system launched in 2014
- Replacement project initiated in FY23

CITY OF
Goodyear

Public, Fee, and Tax Notices

Search



OUR CITY

GOVERNMENT

BUSINESS

I WANT TO...

ADVANCING GOODYEAR

AWARDS

CITY NEWS

CITY PROJECTS

ECONOMIC DEVELOPMENT

EVENTS

GOODYEAR BALLPARK

+ GSQ - DOWNTOWN GOODYEAR

HISTORY OF GOODYEAR

LIVE IN GOODYEAR

+ RESIDENTS

VISIT GOODYEAR

Our City » Residents »

Report a Problem

Have a city issue to report?

For example: need to report a damaged trash/recycling container or missed pickup? need to report a broken streetlight, graffiti or overgrown weeds? Let us know using the Goodyear app. To find it on an app store, search "city of Goodyear."

To use the Report a Problem system, you'll need to sign up so we're able to appropriately track the issue. There is also an option to sign up using a Facebook account.



City of Goodyear

Log In

Sign Up

Improve your community. Report an issue and watch it get fixed.

Search...

Americans with Disabilities Act (ADA) Compliance

Report ADA compliance concerns for review.

Animal Issues

Report issues with owners not cleaning property of waste, barking dogs, and deceased animals on public property. (Animals on private property are the responsibility of the property owner.)

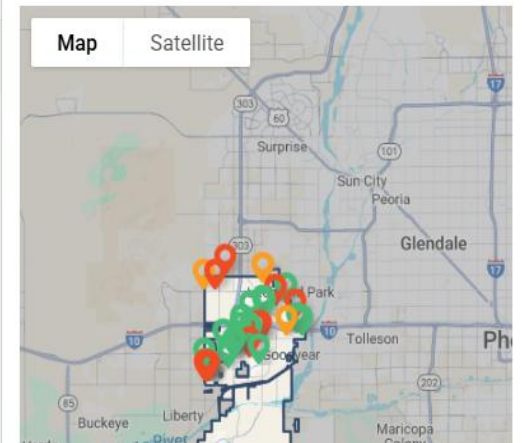
City Parks

Report issues or concerns with park playgrounds, sport courts/fields, lighting, irrigation, landscape and/or general maintenance.

Map

List

Keyword





Request a Service

Welcome to **Goodyear311**, the city of Goodyear's convenient one-stop shop for reporting issues such as graffiti, barking dogs, or running water. **Goodyear311** allows you to submit service requests 24/7 to ensure Goodyear remains a great place to live, work, and play!

This system should NOT be used for emergencies. In the event of an emergency, **dial 9-1-1**.



Knowledge Base (FAQ)



Request for Service



Contact

Next Steps

- Internal launch
June 10
- Public launch
June 17



goodyearaz.gov/311

ITEM #: 2.
DATE: 06/09/2025
AI #:2684



CITY COUNCIL ACTION REPORT

SUBJECT: APPOINTMENTS TO CITY BOARDS, COMMISSIONS AND COMMITTEES

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

SUMMARY

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

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

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

FISCAL IMPACT

There is no direct fiscal impact associated with these appointments.

BACKGROUND AND PREVIOUS ACTIONS

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

The City Council Subcommittee met on May 19, 2025. After a review of applications, the City Council Subcommittee recommended the appointments to the Judicial Advisory Committee.

STAFF ANALYSIS

The recommendations of the City Council Subcommittee are as follows:

JUDICIAL ADVISORY COMMITTEE:

NAME	BEGINS	EXPIRES
Jill Rhodes (Attorney)	6/9/2025	6/8/2027
John Burkholder (Judge)	6/9/2025	6/8/2027

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

ITEM #: 3.
DATE: 06/09/2025
AI #:2697



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the April 28, 2025 and May 19, 2025 Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

Attachments

Attachment A - April 28, 2025 Draft Regular Meeting Minutes

Attachment B - May 19, 2025 Draft Regular Meeting Minutes

City Council Regular Meeting

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



Monday, April 28, 2025

5:00 p.m.

Meeting Minutes

CALL TO ORDER

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

ROLL CALL

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

Absent: **Councilwoman Vicki Gillis**

Staff City Manager Wynette Reed; Deputy City Attorney Sarah Chilton; City Clerk Jasmine
Present: Pernicano

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Benita Beckles to EXCUSE Councilwoman Gillis. The motion carried as follows:

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

Passed - Unanimously

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR PIZZILLO

COMMUNICATIONS

1. **RECOGNITION OF MILLENNIUM HIGH SCHOOL GIRLS BASKETBALL TEAM**

Mayor Pizzillo recognized the 2024-2025 Millennium High School Girls Basketball Team for their win in the Open State Championship Title. Rosalva Zimmerman, Chief of Staff, read the proclamation.

2. **PROCLAMATION RECOGNIZING WEEK OF THE YOUNG CHILD**

Mayor Pizzillo recognized the First Things First organization. Rosalva Zimmerman, Chief of Staff, read the proclamation recognizing Week of the Young Child.

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

Kim Baker, Goodyear resident, expressed concerns regarding a dispute with his property manager and provided related records to the Council for review.

CONSENT

MOTION BY Councilmember Brannon Hampton, SECONDED BY Vice Mayor Wally Campbell to APPROVE Consent Agenda items 3 through 7. The motion carried as follows:

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

Passed - Unanimously

3. APPROVAL OF MINUTES

Approve the April 7, 2025 Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

4. APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY

RECOMMENDATION

Approve budget amendments and related expenditure authority. (Ryan Bittle, Finance Manager)

5. MEMORANDUM OF UNDERSTAND (MOU) WITH GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS) TO FORMALIZE DRUG RECOGNITION EXPERTS (DREs) OFFICER SUPPORT

RECOMMENDATION

Approve the MOU and provide authorization and direction to take action and execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

6. 2024 INTEGRATED WATER MASTER PLAN ADOPTION

RECOMMENDATION

Adopt the 2024 Integrated Water Master Plan (IWMP). (Barbara Chappell, Water Services Director)

7. VACATE AND ABANDON CERTAIN RIGHT OF WAY LOCATED NORTH OF INDIAN SCHOOL ROAD AND EAST OF SOUTH CITRUS ROAD

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2461 VACATING AND ABANDONING A PORTION OF RIGHT-OF-WAY LOCATED ALONG THE MID SECTION LINE WITHIN SECTION 23, TOWNSHIP 2 NORTH, RANGE 2 WEST. (Colton Blyle, Real Estate Specialist)

8. AMENDMENT TO ARTICLES 3-4, 3-5, AND 3-6 OF GOODYEAR CITY CODE RELATED TO PROCUREMENT PROVISIONS

Council asked that this item be removed from the Consent Agenda and be heard separately.

Jared Askelson, Finance Director, presented an overview of the proposed updates to the procurement code. He explained that the key changes include administrative updates, expenditure authority and increasing procurement thresholds. He noted that threshold changes does not override the budget.

Councilmember Kaino and Councilmember Beckles expressed concern regarding the increase in the job order contract threshold from \$1 million to \$5 million.

In response to Council inquiry, Mr. Askelson explained that the \$5 million threshold aligns with other cities, facilitating the ability to utilize leverage contracts, noting that the contract cannot exceed the budgeted amount.

MOTION BY Councilmember Trey Terry, SECONDED BY Vice Mayor Wally Campbell to ADOPT Ordinance No. 2025-1630 AMENDING ARTICLES 3-4, 3-5, AND 3-6, OF GOODYEAR CITY CODE RELATED TO PROCUREMENT PROVISIONS. The motion carried as follows:

AYE: Mayor Joe Pizzillo, Vice Mayor Wally Campbell, Councilmember Brannon Hampton, Councilmember Trey Terry

NAY: Councilmember Laura Kaino, Councilmember Benita Beckles

Passed

PUBLIC HEARINGS

9. REZONE APPROXIMATELY 267 ACRES FROM THE LAS PALMAS PLANNED AREA DEVELOPMENT (PAD) TO I-10 CITRUS GATEWAY PAD

Mayor Pizzillo opened the public hearing at 5:20 p.m.

Guadalupe Ortiz Cortez, Principal Planner, presented a request to rezone approximately 267 acres located at the southwest corner of N. Citrus Road and W. Roosevelt Street from the Las Palmas Planned Area Development (PAD) to I-10 Citrus Gateway PAD. Ms. Ortiz Cortez outlined the proposed changes to the PAD and provided an overview of the request, which includes the option to develop a mix of Business Park District, Light Industrial Park and General Commercial District land uses. She explained building height and setback requirements, noting that, for example, a building height of 56 feet adjacent to single-family residential would be required to provide a minimum setback of 180 feet, including a 50-foot landscape setback. She also noted that the applicant proposes to develop a frontage road along W Roosevelt Street, the addition of Wireless Communication Facilities as an additional use, an increase in building heights up to 70-feet and allowing 100-feet with a use permit for certain areas within the property, and a 10-foot wide trail along the northern, eastern, and southern borders of the property. Ms. Ortiz Cortez provided an overview of the public participation process, which included a neighborhood meeting and Planning and Zoning Commission Meeting, during which four speaker cards were submitted in support.

There being no speakers, Mayor Pizillo closed the public hearing at 5:30 p.m.

City Clerk Pernicano read Ordinance No. 2025-1631 by title only.

Council commented on the applicant's responsiveness to resident concerns, discussed the property's previous zoning history, expressed concerns with ingress and egress on Roosevelt and Citrus roads, as well as the zoning of adjacent properties to the west located within the City of Buckeye. Council expressed support for the rezone.

Wendy Riddell, representing the applicant, provided a conceptual overview of the Roosevelt Street improvements and noted that the intersection at Perryville Road is signalized.

MOTION BY Councilmember Brannon Hampton, SECONDED BY Councilmember Benita Beckles to ADOPT ORDINANCE NO. 2025-1631 CONDITIONALLY REZONING APPROXIMATELY 267 ACRES LOCATED AT THE SOUTHWEST CORNER OF N. CITRUS ROAD AND W. ROOSEVELT STREET, TO BE KNOWN AS I-10 CITRUS GATEWAY, FROM THE LAS PALMAS PLANNED AREA DEVELOPMENT (PAD) TO THE I-10 CITRUS GATEWAY PAD. The motion carried as follows:

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

Passed - Unanimously

10. **PENSKE TRUCK LEASING ANNEXATION**

Mayor Pizzillo opened the public hearing at 5:40 p.m.

Katie Wilken, Director of Development Services, introduced the item and gave an overview of the annexation process. She introduced Justin Gabrielson, Senior Planner, to present.

Mr. Gabrielson presented a request to annex approximately 4.92 acres along W. McDowell Road, just west of the 183rd Drive alignment. He explained that the annexation would bring the property into the city's jurisdiction, allowing it to be developed in accordance with city standards. He added that Penske anticipates developing the site as a parking lot to support its truck leasing operations currently under development.

There being no speakers, Mayor Pizzillo closed the public hearing at 5:42 p.m.

City Clerk Pernicano read Ordinance No. 2025-1632 by title only.

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Brannon Hampton to ADOPT ORDINANCE NO. 2025-1632 EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA BY ANNEXING APPROXIMATELY 4.92 ACRES OF PROPERTY GENERALLY LOCATED ON THE SOUTH SIDE OF WEST MCDOWELL ROAD, JUST WEST OF THE 183RD DRIVE ALIGNMENT. The motion carried as follows:

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

BUSINESS

11. ADOPTION OF RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE ANNEXATION AND PROVISION OF CITY SERVICES TO LIBERTY ELEMENTARY SCHOOL DISTRICT NO. 25 PROPERTY

Kini Knudson, Deputy City Manager, presented the item and provided background on the project. He explained that Liberty Elementary School District (LESD) anticipates annexing the property into the city. The site is located adjacent to W. Lower Buckeye Road, between S. Citrus Road and S. Perryville Road, and is currently within Maricopa County. He added that the school district is developing an elementary school campus at the location. Mr. Knudson outlined the responsibilities of the city and LESD, including LESD's obligation to construct half-street improvements along Lower Buckeye Road, provide two points of access, install a traffic signal, and construct all water and wastewater infrastructure. He noted that next steps would include executing the IGA and bringing the annexation forward for Council approval.

City Clerk read Resolution No. 2025-2462 by title only.

Council discussed city services, the construction timeline to be able to open in August 2025, and expressed support for bringing the school into the city.

MOTION BY Councilmember Trey Terry, SECONDED BY Councilmember Benita Beckles to ADOPT RESOLUTION NO. 2025-2462 APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR THE ANNEXATION AND PROVISION OF CITY SERVICES TO LIBERTY ELEMENTARY SCHOOL DISTRICT NO. 25 PROPERTY. The motion carried as follows:

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

Passed - Unanimously

12. ANNEXATION NEAR PERRYVILLE AND YUMA ROADS

Katie Wilken, Director of Development Services, introduced the annexation process and explained that this case is in the initial step, which involves authorizing staff to proceed with continued evaluation. She clarified that this action does not obligate Council to annex the property, as formal consideration will occur at a future date. Ms. Wilken then introduced Guadalupe Ortiz Cortez, Principal Planner, to present the case.

Ms. Ortiz Cortez gave an overview of the property, located near the northeast corner of S. Perryville Road and W. Yuma Road, totaling approximately 31.4 acres. She highlighted surrounding properties and zoning in the area and explained the next steps in the annexation process, along with the criteria used to evaluate annexations.

She noted that if the property is annexed into the city, it would be designated with the city-equivalent zoning of Agricultural Urban (AU). She further explained that, following

annexation approval, the applicant may return to Council with a request to rezone the property for a multifamily residential community. Ms. Ortiz Cortez clarified that the annexation proposal does not include the corner of S. Perryville Road and W. Yuma Road, and noted that the applicant has proposed water solutions to serve the property, which would be addressed through a pre-annexation development agreement.

Council discussed the city's planning area and clarified that the action being considered would allow staff to proceed with discussions with the applicant. Council also discussed reviewing the corner property as part of the annexation.

In response to a Council inquiry, Ms. Ortiz Cortez explained that any property annexed into the city would be grandfathered in under its existing condition. She also noted that the city does not currently have the water resources available to serve the property, but would be addressed through further evaluation as part of the annexation process.

In response to Council inquiry, Susan Demmitt with Gammage & Burnham, representing the applicant, provided an overview of the preliminary design concept, which would include two-story duplex units featuring private backyards and two-car enclosed garages. Ms. Demmitt added that the property under consideration for annexation is currently under contract and explained that the owners of the corner lot are also the sellers of the 31.4 acres being acquired by Dominion.

Council expressed support for moving forward with the evaluation.

MOTION BY Councilmember Trey Terry, SECONDED BY Councilmember Laura Kaino to AUTHORIZE staff to initiate the annexation of approximately 31.4 acres of property, generally located 650-feet east of the northeast corner of South Perryville Road and West Yuma Road. The motion carried as follows:

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

Passed - Unanimously

13. SOUTH PERRYVILLE ROAD ANNEXATION, ADJACENT TO LA PRIVADA PARCEL 5

Guadalupe Ortiz Cortez, Principal Planner, presented a request to annex approximately 0.978 acres along S. Perryville Road adjacent to the La Privada subdivision. She explained that staff supports proceeding with the annexation to allow the developer to construct half-street improvements in accordance with city standards.

Council discussed future plans for annexing the remainder of S. Perryville Road and future street improvements.

MOTION BY Councilmember Trey Terry, SECONDED BY Councilmember Brannon Hampton to AUTHORIZE staff to initiate the annexation of approximately 0.978 acres of property along South Perryville Road, adjacent to La Privada Parcel 5. The motion carried as follows:

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

Passed - Unanimously

INFORMATION ITEMS

Council highlighted various events that took place including the Hop & Hops event, the celebration of fencing and turf installation at Mobile Elementary School, and the grand opening of the Solid Rock Teen Center.

City Manager Wynette Reed reported on recent events, noting that the Solid Rock Teen Center grand opening attracted nearly 2,000 attendees and the Goodyear Night Market drew nearly 1,500 participants. She thanked staff for their efforts in organizing and executing these community events.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

May 5, 2025

Council Meeting

5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:34 p.m.

Jasmine Pernicano, City Clerk

Joe Pizzillo, Mayor

Date: _____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on April 28, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2025.

SEAL:

Jasmine Pernicano, City Clerk

City Council Regular Meeting

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



Monday, May 19, 2025

Meeting Minutes

Immediately following the Community Facilities District meeting that began at 5:00 p.m.

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 5:03 p.m.

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER HAMPTON

COMMUNICATIONS

1. **RECOGNITION OF PARKS AND RECREATION DIRECTOR NATHAN TORRES AFTER 17 YEARS WITH THE CITY**

Justin Fair, Deputy City Manager, presented a plaque and recognized Nathan Torres, Parks and Recreation Director, on his retirement, highlighting his career and contributions to the city.

Mr. Torres thanked the Council for their support, and Councilmembers extended their well wishes as he begins his new journey.

Rosalva Zimmerman, Chief of Staff, read a proclamation on behalf of Mayor Pizzillo recognizing Nathan Torres for his service.

APPOINTMENTS

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

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Brannon Hampton to APPROVE the appointments to the Judicial Advisory Committee and appointments and reappointments to the Youth Commissions as recommended by the Council Subcommittee on Boards, Commissions and Committees. 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

Jasmine Pernicano, City Clerk, administered the Oath of Office for those in attendance.

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

There were no public comments.

CONSENT

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Brannon Hampton to APPROVE Consent Agenda items 3 through 10. 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 May 5, 2025 Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

4. APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY

RECOMMENDATION

Approve budget amendments and related expenditure authority. (Ryan Bittle, Finance Manager)

5. WATER RESOURCE ALLOCATION POLICY ADOPTION

RECOMMENDATION

Adopt the Water Resource Allocation Policy. (Barbara Chappell, Water Services Director)

6. AUTHORIZATION FOR ACQUISITIONS OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR CIP #60034 BRINE DISPOSAL PIPELINE IMPROVEMENTS PROJECT

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2464 AUTHORIZING ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE COMPLETION OF

CONSTRUCTION OF THE BRINE DISPOSAL PIPELINE IMPROVEMENTS PROJECT.
(Kimberly Romero, Real Estate Supervisor)

7. **AUTHORIZATION FOR ACQUISITIONS OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR CIP #42026 - ESTRELLA PARKWAY IMPROVEMENTS FROM VINEYARD AVENUE TO MC85**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2465 AUTHORIZING THE ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE ESTRELLA PARKWAY VINEYARD AVENUE TO MC85 IMPROVEMENTS PROJECT. (Kimberly Romero, Real Estate Supervisor)

8. **PROPOSALS TO TOHONO O'ODHAM NATION FOR 12% GAMING DISTRIBUTION GRANTS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2466 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR 12% GAMING DISTRIBUTION FUNDS TO THE TOHONO O'ODHAM NATION, 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). (Christina Panaitescu, Community Partnerships Program Manager)

9. **ADOPT PROPOSED USER FEE CHANGES TO THE GOODYEAR MUNICIPAL USER FEE SCHEDULE**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2467 APPROVING AND ADOPTING A DOCUMENT ENTITLED THE CITY OF GOODYEAR MUNICIPAL USER FEE SCHEDULE REPLACING AND SUPERSEDING THE MUNICIPAL USER FEE SCHEDULE ADOPTED BY RESOLUTION NO. 2023-2307 AS AMENDED BY RESOLUTION 2023-2368 AND RESOLUTION 2025-2443 AND PROVIDING FOR AN EFFECTIVE DATE. (Jared Askelson, Finance Director)

10. **FY2026 DESIGNATION OF CHIEF FISCAL OFFICER FOR EXPENDITURE LIMIT REPORTING**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2468 DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2026 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL. (Jared Askelson, Finance Director)

PUBLIC HEARINGS

11. **ANNEXATION FOR LIBERTY ELEMENTARY SCHOOL DISTRICT NO. 25**

Mayor Pizzillo opened the public hearing at 5:22 p.m.

Katie Wilken, Development Services Director, introduced the item and turned it over to Guadalupe Ortiz Cortez, Principal Planner, to present.

Ms. Ortiz Cortez provided an overview of the annexation, noting that the property, located north of West Lower Buckeye and east of South Perryville Road, was acquired by Liberty Elementary School District No. 25.

She mentioned the annexation was first introduced to Council in September of 2024, and an intergovernmental agreement was approved by Council on April 28, 2025, outlining the conditions of the annexation. Ms. Ortiz Cortez stated that the next step in the annexation process was for the applicant to satisfy the conditions outlined in the IGA, after which city staff would schedule a second public hearing for final consideration.

There being no speakers, Mayor Pizzillo closed the public hearing at 5:26 p.m.

[No action was needed on this item.]

BUSINESS

12. ADOPT TENTATIVE BUDGET FOR FISCAL YEAR 2026 AND SET A PUBLIC HEARING

Ryan Bittle, Finance Manager, presented the FY2026 Tentative Budget for \$.1.2 billion. Mr. Bittle provided information on the changes included in the budget as a result of the City Council Work Session held on April 14, 2025.

Jasmine Pernicano, City Clerk, read Resolution No. 2025-2469 by title only.

Council expressed support for the budget and thanked staff for their hard work and efforts in putting it together.

MOTION BY Vice Mayor Wally Campbell, SECONDED BY Councilmember Brannon Hampton to ADOPT RESOLUTION NO. 2025-2469 ADOPTING THE FISCAL YEAR 2025-2026 ESTIMATES OF REVENUES AND EXPENSES FOR THE CITY OF GOODYEAR, INCLUDING ESTIMATED PROPERTY TAX LEVY AND PROPERTY TAX RATES, AS THE TENTATIVE BUDGET FOR FISCAL YEAR BEGINNING JULY 1, 2025 AND ENDING JUNE 30, 2026; SETTING FORTH THE RECEIPTS AND THE AMOUNTS ESTIMATED AS COLLECTIBLE FOR THE PREVIOUS FISCAL YEAR; THE AMOUNT PROPOSED TO BE RAISED BY DIRECT PROPERTY TAXATION FOR THE VARIOUS PURPOSES; GIVING NOTICE OF THE TIME FOR HEARING TAXPAYERS; FOR ADOPTION OF BUDGET AND SETTING THE TAX LEVIES. 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

13. AUTHORIZATION OF EXPENDITURES IN EXCESS OF \$500,000 FOR FY2026

Ryan Bittle, Finance Manager, highlighted the list of known expenditures over \$500,000 which included capital projects and routine operating expenses. Mr. Bittle said that any future increases would require additional Council approval.

Council expressed support for the projects outlined in the staff report.

MOTION BY Councilmember Trey Terry, SECONDED BY Councilmember Benita Beckles to AUTHORIZE the FY2026 the listed he FY2025 listed expenditures of \$500,000 or more. 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

14. **ESTABLISH OTHER POST-EMPLOYMENT BENEFITS (OPEB) TRUST TO SAFEGUARD FUNDS FOR RETIREE HEALTHCARE BENEFITS**

Jared Askelson, Finance Director, presented on the establishment of an irrevocable Other Post-Employment Benefits (OPEB) Trust dedicated solely to retiree healthcare benefits. The resolution would also adopt an OPEB Trust Funding and Withdrawal Policy and an Investment Policy. He explained that the trust will secure long-term funding for retiree healthcare and utilize investment strategies aimed at reducing the City's overall liability and cost.

Council expressed gratitude for the presentation and inquired whether a competitive bid process was used to select the firms involved in the OPEB Trust and retiree healthcare plan. Mr. Askelson explained that a Request for Information was conducted, and two firms were identified as offering the necessary services, with Hilltop selected for its alignment with the City's needs. Council inquired about the associated fees tied to the agreement and acknowledged the investment strategy's conservative 60/40 allocation as a positive approach. Mr. Askelson confirmed the approach was intentionally conservative to support long-term stability.

MOTION BY Vice Mayor Wally Campbell, SECONDED BY Councilwoman Vicki Gillis to ADOPT RESOLUTION NO. 2025-2470 AUTHORIZING THE ESTABLISHMENT OF AN IRREVOCABLE OTHER POST-EMPLOYMENT BENEFITS TRUST ("OPEB TRUST"), ADOPTING AN OPEB TRUST FUNDING AND WITHDRAWAL POLICY, ADOPTING AN OPEB TRUST INVESTMENT POLICY, APPOINTING THE FINANCE DIRECTOR AS THE OPEB TRUST CITY ADMINISTRATOR, AND AUTHORIZING THE OPEB TRUST CITY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS RESOLUTION. 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

There were no information items.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

June 9, 2025

Council Meeting

5:00 p.m.

EXECUTIVE SESSION

A VOTE MAY BE HELD TO CALL AN EXECUTIVE SESSION FOR THE FOLLOWING:

15. Pursuant to A.R.S. § 38-431.03(A)(1): Discussion with the City Attorney regarding his annual performance evaluation.

MOTION BY Vice Mayor Wally Campbell, SECONDED BY Councilwoman Vicki Gillis to CONVENE an Executive Session. 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

Council moved into Executive Session at 5:55 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 6:32 p.m.

RECONVENE REGULAR MEETING

Mayor Pizzillo reconvened the Regular Meeting at 6:32 p.m.

CONTINUATION OF BUSINESS

16. Council may consider for possible action, adjustments to the City Attorney's contract and/or compensation.

MOTION BY Vice Mayor Wally Campbell, SECONDED BY Councilwoman Vicki Gillis to AMEND the City Attorney's employment agreement to include a 3.5% cost of living adjustment and remove the cap on sick leave payout upon retirement. 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

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:33 p.m.

Jasmine Pernicano, City Clerk

Joe Pizzillo, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on May 19, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2025.

SEAL:

Jasmine Pernicano, City Clerk

ITEM #: 4.
DATE: 06/09/2025
AI #:2624



CITY COUNCIL ACTION REPORT

**SUBJECT: ADOPTION OF PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM
(PSPRS) FY2026 PENSION FUNDING POLICY**

STAFF PRESENTER(S): Jared Askelson, Finance Director

SUMMARY

Adoption of the (PSPRS) FY2026 Pension Funding Policy

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

Adopt the Public Safety Personnel Retirement System FY2026 Pension Funding Policy.
(Jared Askelson, Finance Director)

FISCAL IMPACT

Adoption of this policy maintains all of our current budgetary practices related to pension funding.

BACKGROUND AND PREVIOUS ACTIONS

With the 2018 passing of House Bill 2097, every governing body of a PSPRS plan is required to pass a Pension Funding Policy no later than June 30th of each year and post the policy on the governing body's website. Council has adopted the Pension funding policies for each year beginning with FY2019. As presented, the pension policy mirrors the prior year's policy with one addition clarifying that all unapplied contributions remaining at year end will be applied towards the unfunded balance. The "city of Goodyear Public Safety Personnel Retirement System FY2026 Pension Funding Policy" is based upon the model policy created by the League of Arizona Cities and meets all requirements of state law.

STAFF ANALYSIS

The proposed City of Goodyear PSPRS FY2026 Pension funding policy continues to commit the city to funding annual contributions from operating revenues. PSPRS administrative practices changed with regard to prepayment amounts, requiring all remaining balances to be automatically applied against unfunded liabilities rather than carried forward to the next fiscal year to be applied at the city's discretion. While this practice seeks to maximize potential interest earnings and reduce unfunded liabilities, it limits the city's flexibility with respect to pension funding. The policy has been revised to allow discretion in the amount of prepayment to limit the automatic application of remaining balances. The pension funds will receive additional funding only when approved by the City Council.

To fulfill the statutory requirements of Arizona Revised Statute 38-863.01, the city must annually enact a policy to outline and communicate the Council's pension funding objectives as follows: Beginning on or before July 1, 2019, each governing body of an employer shall annually:

1. Adopt a pension funding policy for the system for employees who were hired before July 1, 2017. The pension funding policy shall include funding objectives that address at least the following:
 - a. How to maintain stability of the governing body's contributions to the system.
 - b. How and when the governing body's funding requirements of the system will be met.
 - c. Define the governing body's funded ratio target under the system's actuarial valuation report.
2. Formally accept the employer's share of the assets and liabilities under the system based on the system's actuarial valuation report.
3. Post the pension funding policy on the governing body's public website.

The Public Safety Personnel Retirement System FY2026 Pension Funding Policy is included as Attachment A.

Attachments

Attachment A - City of Goodyear Public Safety Personnel Retirement System Pension Funding Policy

City of Goodyear
Public Safety Personnel Retirement System
FY2026 Pension Funding Policy
(June 09, 2025)

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the City and to comply with statutory requirements of Arizona Revised Statute 38-863.01.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The City's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to commingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual

actuarial valuation. The City of Goodyear has two trust funds, one for police employees and one for fire employees.

Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2024 actuarial valuation, which are detailed below.

FY2025

Trust Fund*	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Goodyear Police	\$79,764,520	\$93,485,395	\$13,720,875	85.32%
Goodyear Fire	87,845,257	95,550,491	\$7,705,234	91.94%
City of Goodyear Totals	\$167,609,777	\$189,035,886	\$21,426,109	88.67%

*Includes Pension and Health for Tiers I & II

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity.

The Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2039.

Council established this goal for the following reasons:

- The PSPRS trust funds represent only the City of Goodyear's liability
- The fluctuating cost of an UAAL causes strain on the City's budget, affecting our ability to provide services
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity

Council has taken the following actions to achieve this goal:

- Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for FY2024 is \$6,379,818 and will be payable from operating funds.
- Prepayment of both the Employer and Employee ARC may be made at the discretion of the Finance Director. Any remaining prepayment amount will be applied against the UAAL at the end of the fiscal year per PSPRS administrative practice.
- Consideration of additional funding appropriations from the general fund are reviewed annually and approved by the Council.

Based on these actions the Council plans to achieve its goal of 100% funding by June 30, 2039, in accordance with the amortization timeline set forth by the PSPRS June 30, 2024 Actuarial Valuation.

ITEM #: 5.
DATE: 06/09/2025
AI #:2687



CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZATION OF THE EXPENDITURE OF FUNDS FOR SAFE STREETS AND ROADS FOR ALL (SS4A) ROAD SAFETY ACTION PLAN PROJECT

STAFF PRESENTER(S): Steve Scinto, City Engineer/Director of Engineering

OTHER PRESENTER(S):

Erik Cesek, Assistant City Traffic Engineer

SUMMARY

A request to authorize the expenditure of funds up to \$780,000 for the development of a Road Safety Action Plan utilizing the grant funding awarded to the City of Goodyear by the United States Department of Transportation (USDOT) through its Safe Streets and Roads for All (SS4A) program.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



SAFE &
VIBRANT
COMMUNITY

RECOMMENDATION

Authorize the expenditure of funds up to \$780,000 for the SS4A Road Safety Action Plan project. (Steve Scinto, City Engineer/Director of Engineering)

FISCAL IMPACT

The SS4A Road Safety Action Plan project has a total project budget of \$780,000, with an estimated completion date no later than July 2027 per the SS4A grant agreement. The current FY2025 budget includes \$780,000 for the project. The SS4A grant awarded to the city of Goodyear includes a federal grant award of \$624,000 (80%) with a City match of \$130,000 (20%).

BACKGROUND AND PREVIOUS ACTIONS

Per city of Goodyear Resolution 08-1255, all expenditures of budgeted funds in excess of \$500,000 must obtain Council approval.

On March 25, 2024 (AI-1969), Council adopted Resolution No. 2024-2400 authorizing the submission of an application for SS4A discretionary program funding through the USDOT, 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).

On May 20, 2024, the USDOT formally notified the City of its selection for an award of SS4A funding.

On December 4, 2024, the City and the USDOT finalized the SS4A grant agreement for the project (Attachment A).

On February 4, 2025, Goodyear posted a Request for Qualifications (RFQ) solicitation for the development of SS4A Road Safety Action Plan.

On February 27, 2025, the RFQ solicitation closed with 5 qualified submissions. The evaluation panel completed its evaluation process, selecting Stanley Consultants, Inc.

STAFF ANALYSIS

The SS4A project will provide the development of a Road Safety Action Plan utilizing the awarded SS4A grant funds. In general, this will include the development of a comprehensive, data-driven Road Safety Action Plan aimed at eliminating roadway fatalities and serious injuries. The Plan will include reference to the City's Transportation Master Plan, General Plan, Parks and Recreation Plan, and all associated plans to establish clear goals, objectives, strategies, and performance measures. These components are intended to foster a safety-oriented culture and address the needs of all road users, pedestrians, cyclists, and motorists. The action plan will develop a framework to ultimately achieve zero fatalities.

The SS4A project will also include demonstration activities to evaluate and select effective bike lane safety treatments for future implementation. These demonstration activities will test various materials (paint, thermal sheeting, etc.) and other countermeasures that enhance bike lane visibility and pedestrian safety. The location of the treatments will be at a targeted set of intersections and street segments that represent diverse traffic volumes and turning patterns. Material performance will be monitored for visibility, durability, and wear, with additional feedback from the community on perceived safety improvements.

Upon completion of the Road Safety Action Plan, the final document will guide future safety improvement projects, providing details on improvement types, recommended locations, estimated costs, and educational opportunities to create a safety culture within the City.

Council authorization is requested for the expenditure of funds to initiate the development of a Road Safety Action Plan utilizing the awarded SS4A grant funds for SS4A.

Attachments

Attachment A – Executed SS4A Grant Agreement

1. Federal Award No.

693JJ32540130

2. Effective Date

See No. 16 Below

3. Assistance

Listings No.
20.939

4. Award To

City of Goodyear
1900 N Civic Square
Goodyear, AZ 85395

Unique Entity Id.: KRJRNL8WVGH3

TIN No.: 86-60000249

5. Sponsoring Office

U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance

Effective Date of Award – 36 Months

7. Total Amount

Federal Share:	\$624,000
Recipient Share:	\$156,000
Other Federal Funds:	\$0
Other Funds:	\$0
Total:	\$780,000

8. Type of Agreement

Grant

9. Authority

Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)

10. Procurement Request No.

HSA240686PR

11. Federal Funds Obligated

Base Phase: Pre-NEPA: \$560,000

12. Submit Payment Requests To

See Article 5.

13. Accounting and Appropriations Data

15X0174E50.0000.055SR30500.
5592000000.41010.61006600

14. Description of the Project

Development of Road Safety Action Plan and Demonstration Activities

RECIPIENT

15. Signature of Person Authorized to Sign

Wynette J. Reed 11-20-2020
Signature Date

Name: Wynette Reed

Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date

Name: Hector R. Santamaria

Title: Agreement Officer

Approved as to form:

for Jay Kaborich
City Attorney



ATTEST:

Doreen McCauley
City Clerk

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "USDOT") Federal Highway Administration (the "FHWA") and the City of Goodyear (the "Recipient").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("SS4A") Grant for the City of Goodyear Road Safety Plan & Demonstration Project.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, "General Terms and Conditions" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Goodyear Road Safety Plan & Demonstration Project

Application Date: 4/3/24

2.2 Award Amount.

SS4A Grant Amount: \$624,000

2.3 Federal Obligation Information.

Federal Obligation Type: Multiple

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Base Phase: Pre-NEPA	\$560,000	

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 1: Final Design	\$8,000	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.

Obligation Condition Table		
Phase the Project	Allocation of the SS4A Grant	Obligation Condition
Option Phase 2: Construction	\$56,000	The Recipient shall not expend any funds (Federal or non-Federal) for, seek reimbursement of eligible costs, or otherwise begin any part of the construction or final design and construction of an Implementation Project unless and until: (1) The requirements of the National Environmental Policy Act (42 U.S.C. § 4321 et seq.) (“NEPA”), Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) (“NHPA”), and any other applicable environmental laws and regulations have been met; and (2) FHWA, or a State with applicable NEPA Assignment authority, has approved the NEPA document for the Project and provided the Recipient with a written notice that the environmental review process is complete; and (3) FHWA has obligated additional funds for this phase and notified the Recipient in writing that the Recipient may proceed to the next activity after NEPA approval, and the Recipient has acknowledged receipt in writing of FHWA’s notification. Recipient shall not proceed with any such activities until (2) and (3) as described in this section are met. Costs that are incurred before (2) and (3) as described in this section are met are not allowable costs under this agreement. Extent of activities that are permissible before NEPA is complete are those activities constituting “preliminary design” as specified in FHWA Order 6640.1A.

2.4 Budget Period.

Base Phase Budget Period: 12/1/24 – 6/1/27

Option Phase 1 Budget Period: (Reserved)

Option Phase 2 Budget Period: (Reserved)

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative: Development of the City of Goodyear road safety action plan with demonstration activities

The project will be completed in three phases.

Base Phase: Pre-NEPA: Development of the City of Goodyear road safety action plan with identification of demonstration activities (locations/strategies)

Option Phase 1: Final Design: Development of locations and strategies for demonstration activities

Option Phase 2: Construction: Installation and evaluation of strategies identified for demonstration activities

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	6/1/27
Planned SS4A Final Report Date:	6/1/27

Demonstration Activity Schedule

Milestone	Schedule Date
Planned NEPA Completion Date:	7/1/25
Planned Construction Substantial Completion and Open to Public Use Date:	8/1/25
Planned SS4A Final Report Date:	7/1/27

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$624,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$156,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$780,000

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

Cost Classification	Total Costs	Non-SS4A Previously Incurred Costs	Eligible Costs
Other architectural and engineering fees	\$700,000		\$700,000
Construction	\$80,000		\$80,000
Project Total	\$780,000		\$780,000

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Erik Cesek
Assistant City Traffic Engineer
City of Goodyear - Engineering
1900 N Civic Square, Goodyear AZ 85395
623-882-7559
Erik.Cesek@goodyearaz.gov

4.2 Recipient Key Personnel.

Name	Title or Position
Chris Bridges	Deputy Director of Engineering
Hugh Bigalk	City Traffic Engineer

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
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and

Agreement Officer (AO)
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and

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ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308(f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient’s supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient’s share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer’s Representative (the “AOR”) may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** The Recipient of a Planning and Demonstration Grant that involves a demonstration activity agrees to provide an assessment of each demonstration activity and update the existing Action Plan, which will incorporate the information gathered in the Action Plan's list of projects or strategies and/or inform another part of the existing Action Plan. The Recipient also agrees that demonstration activities are temporary in nature and must be removed and/or ended following the conclusion of the project if the assessment of the demonstration activities does not affirm that the activities provide safety benefits.
- 6.6** The Recipient acknowledges that it is required to conduct certain environmental analyses and to prepare and submit to FHWA, or State with applicable NEPA Assignment authority, documents required under NEPA, and other applicable environmental statutes and regulations before the Government will obligate funds for Option Phase 1 under this agreement and provide the Recipient with a written notice to proceed with Option Phase 1.
- 6.7** The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.
- 6.8** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Citywide – Various Locations

Baseline Measurement Date: 8/1/25

Baseline Report Date: 10/1/25

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Safety Performance	Fatalities: Total annual fatalities in the project location(s)	Annually and within 120 days after the end of the period of performance
Safety Performance	Serious Injuries: Total annual serious injuries in the project location(s) [if available]	Annually and within 120 days after the end of the period of performance
Safety Performance	Crashes by Road User Category: Total annual crashes in the project location(s) broken out by types of roadway users involved (e.g., pedestrians, bicyclists, motorcyclist, passenger vehicle occupant, commercial vehicle occupant)	Annually and within 120 days after the end of the period of performance
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Outcomes and Benefits	Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g., miles of	

Measure	Category and Description	Measurement Frequency and Reporting Deadline
	sidewalks installed, number of pedestrian crossings upgraded, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g., narrative descriptions, testimonials, high-quality before and after photos, etc.)	Within 120 days after the end of the period of performance
Outcomes and Benefits	Project Location(s): GIS/geo coordinate information identifying specific project location(s)	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds			NA	NA
Non-Federal Funds			NA	NA
Total Previously Incurred Costs			NA	NA
Future Eligible Project Costs				
SS4AFunds			NA	NA
Other Federal Funds			NA	NA
Non-Federal Funds			NA	NA
Total Future Eligible Project Costs			NA	NA
Total Project Costs			NA	NA

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The development of the safety action plan will evaluate and include efforts to improve racial equity and reduce barriers to opportunity.

ATTACHMENT D CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>

	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. **Supporting Narrative.**

The development of the safety action plan will consider climate change and environmental impacts by the evaluation of non-vehicle improvements.

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
x	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

Language will be included in all contracts associated with the project to support good-paying jobs and strong labor standards.

**ATTACHMENT G
CIVIL RIGHTS AND TITLE VI**

1. Recipient Type Designation.

Recipient Type Designation: New

2. Title VI Assessment Information.

Title VI Assessment Completion Date: See date of execution of this agreement and Exhibit B, Term B.

1

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT
PROGRAM:
FHWA PROJECTS

Date: June 13, 2024

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) established the Safe Streets and Roads for All (the “SS4A”) Discretionary Grant Program (BIL Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of BIL to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2024 for the SS4A Discretionary Grant Program.

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2024 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through F are project-specific attachments.

ARTICLE 7 PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8 USDOT ROLE

8.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.
- (b) The Federal Highway Administration (the “FHWA”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

8.2 USDOT Program Contact.

Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2822

ARTICLE 9 RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) it has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction; if applicable;
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the "Total Eligible Project Cost" and the "SS4A Grant Amount" listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 0 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 C.F.R. 200.337.

9.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

9.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in Section 4.3 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.2.

ARTICLE 10

AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

10.1 Federal Award Amount The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates funds for the period of performance listed on Page 1, Block 6 of the grant agreement.

(a) If the Federal Obligation Type identified in section 2.3 is “Single,” then the project-specific agreement obligates for the budget period the amount listed in Section 2.2. as the Grant Amount and sections 10.2 (c)–10.2(f) do not apply to the project specific agreement.

(b) If the Federal Obligation Type identified in section 2.3 is “Multiple,” (for phased agreements) then an amount up to the Grant Amount listed in Section 2.2 will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 10.2(c)–10.2(f).

(c) The Obligation Condition Table in section 2.3 allocates the Grant funds among separate phases of the Project for the purpose of the Federal obligation of funds. The scope of each phase of the Project that is identified in that table is described in section 2.3.

(d) The project-specific agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table does not list an obligation condition.

(e) The project-specific agreement does not obligate amounts allocated in the Obligation Condition Table in section 2.3 to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only by modifying the project specific agreement under section 21.

(f) For each portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, the amount allocated in that table to that portion of the Project will be obligated if the condition is met not later than the date listed in Section 2.4 of the project-specific agreement.

(g) For any portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, if the obligation condition is satisfied, the parties amend this agreement documenting that:

(1) the FHWA determines that the obligation condition listed in that table for that portion of the Project is satisfied; and

(2) the FHWA determines that all applicable Federal requirements for obligating the amount are satisfied.

(h) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f).

(i) Reserved.

(j) The Recipient acknowledges that:

(1) the FHWA is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2.3 lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 10.2(c)-(f);

(2) any portion of the Grant that is not obligated under this section 10.2 by the budget period end date identified in the project-specific agreement for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the FHWA may consider the failure to obligate funds by the budget period end date identified in the project-specific agreement as applicable to the Grant Program for those funds to be a basis for terminating the project-specific agreement under section 16.

10.3 Budget Period

The budget period for this award begins on the effective date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

(a) The period of performance for this award begins on the effective date of award listed in page 1, Block 2 and ends on the period of performance end date that is listed in Page 1, Block 6.

(b) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 11 STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 4.3 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification

requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

11.2 Statement of Work Changes. If the Project's activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

11.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant date(s):

- (1) a substantial completion date for the Project or a component of the Project that is listed in section 3.2 and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
- (2) a schedule change would require the period of performance to continue after the period of performance end date listed on Page 1, Block 6.

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project's budget to the amounts listed in section 3.3:
 - (1) the "Non-Federal Funds" amount decreases; or
 - (2) the "Total Eligible Project Cost" amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the "Total Eligible Project Cost" that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs.

(e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:

- (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
- (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SS4A Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3(a).

(f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 0.

ARTICLE 12 GENERAL REPORTING TERMS

12.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.3. Reports will be added to a central repository maintained by FHWA.

12.2 Alternative Reporting Methods. FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

12.3 Paperwork Reduction Act Notice.

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “**OMB**”). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13 PROGRESS AND FINANCIAL REPORTING

- 13.1 Quarterly Performance Progress Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Performance Progress Report in the format and with the content described in Exhibit C. If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Performance Progress Report in the second calendar year that begins after the date of this agreement.
- 13.2 Quarterly Financial Status.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, July 20th, and October 20th) and until the end of the period of performance, the Recipient shall submit a Federal Financial Report using SF-425.
- 13.3 Final Performance Progress Reports and Financial Status.** No later than 120 days after the end of the period of performance, the Recipient shall submit:
- (1) a Final Performance Progress Report in the format and with the content described in Exhibit C for each Quarterly Performance Progress Report, including a final Federal Financial Report (SF-425); and
 - (2) any other information required under the Administering Operating Administration's award closeout procedures.

ARTICLE 14 PERFORMANCE REPORTING

- 14.1 Baseline Performance Measurement.** Recipients of Implementation Grants or Planning and Demonstration Grants with demonstration activities shall:
- (1) collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
 - (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 SS4A Final Report.

The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report in the format specified by FHWA and with the content described in Attachment A that describes, consistent with sections 24112(g)-(h) of BIL:

- (1) the costs of each eligible project and strategy carried out using the grant;
- (2) the roadway safety outcomes and any additional benefits (e.g., increased walking, biking, or transit use without a commensurate increase in serious and fatal crashes, etc.) that each such project and strategy has generated, as—
 - identified in the grant application; and
 - measured by data to the maximum extent practicable;
- (3) the percent of funds spent in, and providing benefits to, underserved communities; and
- (4) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure identified to be submitted annually in the Performance Measure Table in Attachment A, not later than January 31 of each year, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, before/after photographs of the sites, qualitative activities such as videos describing the project and its impact on the community, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3)

in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15

NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
 - (1) accept the remedy;
 - (2) acknowledge the noncompliance, but propose an alternative remedy; or
 - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
 - (1) after considering the Recipient's response under section 15.1(b); or
 - (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the basis for that determination.

15.2 Remedies.

- (a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:
 - (1) additional conditions on the award;

- (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
 - (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
 - (d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
 - (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

15.3 Other Oversight Entities.

Nothing in this article [Error! Reference source not found.](#) limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16 AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.3(a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;

- (3) a substantial completion date for the project or strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (5) the USDOT determines that termination of this agreement is in the public interest.
 - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
 - (c) This section 0 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.
 - (d) The Recipient may request that the USDOT terminate the agreement under this section 0.

16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient's obligations under this agreement.
- (b) The liquidation of funds under section **Error! Reference source not found.** does not terminate this agreement or the Recipient's obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 0 supplements and does not limit the USDOT's remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17

MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the project, and the amount or nature of that portion of the cost of the project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 0(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2024 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2024” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2024” in column c (“Additional Award Identification”).

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18 CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), 2 CFR part 184, and Office of Management and Budget (OMB) Memorandum M-24-02, “Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards for each construction material are provided at 2 CFR 184.6.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a domestic content procurement preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies.

An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) manufactured products; (iii) construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as

falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated. An article, material, or supply incorporated into an infrastructure project must meet the requirements for only the single category in which it is classified.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“**Construction materials**” means articles, materials, or supplies that consist of only one of the items listed in paragraph (21) of this definition, except as provided in paragraph (2) of this definition. To the extent that one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

- (1) The listed items are:
 - non-ferrous metals;

- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- fiber optic cable (including drop cable)
- lumber;
- engineered wood; and
- drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“Manufactured products” means

(1) Articles, materials, or supplies that have been: (i) Processed into a specific form and shape; or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

(2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in 2 CFR 184.3, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

“Predominantly of iron or steel or a combination of both” means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forging utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Project” means the development of a safety action plan (including supplemental and topical plans) or the temporary or permanent construction, alteration, maintenance, or repair of infrastructure in the United States.

“Section 70917(c) materials” cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

18.2 Small and Disadvantaged Business Requirements. The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321

(“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).

- 18.3 Engineering and Design Services.** The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.
- 18.4 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.
- 18.6 Recipient Responsibilities for Subawards.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.
- 18.7 Subaward and Contract Authorization.**

The Recipient shall obtain prior written approval from the USDOT agreement officer for the subaward or contracting out of any new work under this agreement for non-construction awards. This provision is in accordance with 2 CFR 200.308(c)(6) and does not apply to the acquisition of supplies, material, equipment or general support services.

ARTICLE 19

COSTS, PAYMENTS, AND UNEXPENDED FUNDS

- 19.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.
- 19.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the period of performance.
- (b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement unless there has been an approval of pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures

(a) If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is “DELPHI iSupplier,” then the Recipient shall not request reimbursement more frequently than monthly.

19.10 Match. The recipient should show on each request for reimbursement that at least 20 percent of the incurred costs will count towards match. If the recipient intends to vary the match percentage over the life of the project, it must communicate its plan to USDOT.

The recipient is responsible for tracking match according to the plan. At the completion of the grant award, the cost share requirement must be met, and Federal funds must not exceed the project's Federal share.

ARTICLE 20

LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21

AGREEMENT MODIFICATIONS

21.1 Bilateral Amendments. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications. The USDOT may update the contacts who are listed in section 4.3 by written notice to all the Recipient contacts who are listed in sections 4.1 and 4.2.

21.3 USDOT Unilateral Modifications.

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 20.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 0, 0, or 0. If an amendment, modification, or supplement is not permitted under section 0, not permitted under section 0, and not permitted under section 0, it is void.

ARTICLE 22

CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

22.1 Climate Change and Environmental Justice. Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), Attachment D documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 23

RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

23.1 Racial Equity and Barriers to Opportunity. Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), Attachment C documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 24

LABOR AND WORK

24.1 Labor and Work. Consistent with Executive Order 14025, “Worker Organizing and Empowerment” (Apr. 26, 2021), and Executive Order 14052, “Implementation of the Infrastructure Investment and Jobs Act” (Nov. 15, 2021), Attachment E documents the consideration of job quality and labor rights, standards, and protections related to the Project.

24.2 OFCCP Mega Construction Project Program. If the total eligible project costs that are listed in section 3.3 of Article 3 are greater than \$35,000,000 and the Department of Labor’s Office of Federal Contract Compliance Programs (the “OFCCP”) selects this award for participation in the Mega Construction Project Program, then the Recipient shall partner with OFCCP, as requested by OFCCP.

ARTICLE 25

CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

25.1 Critical Infrastructure Security and Resilience.

Consistent with Presidential Policy Directive 21, “Critical Infrastructure Security and Resilience” (Feb. 12, 2013), and the National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Control Systems (July 28, 2021), the Recipient shall consider physical and cyber security and resilience in planning, design, and oversight of the Project. Attachment F documents the consideration of critical security infrastructure for projects that include the purchase of information technology and/or operational technology.

ARTICLE 26
CIVIL RIGHTS AND TITLE VI

26.1 Civil Rights and Title VI

- (a) Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), Executive Order 14091, “Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Feb. 16, 2023), and DOT Order 1000.12C, “The U.S. Department of Transportation Title VI Program” (June 11, 2021), the purpose of sections 26.1(b)–26.1(c) is to ensure that the Recipient has a plan to comply with civil rights obligations and nondiscrimination laws, including Title VI and 49 C.F.R. part 21.
- (b) If the Recipient Type Designation in section 1 of Attachment G is “Existing,” then the Recipient shall submit to the USDOT either:
 - (1) not later than one month after the date of this agreement, documentation showing that the Recipient has complied with all reporting requirements under the Administering Operating Administration’s implementation of Title VI; or
 - (2) not later than six months after the date of this agreement, both a Title VI Plan and a Community Participation Plan, as those plans are described in chapter II, sections 3–4 of DOT Order 1000.12C.
- (c) If the Recipient Type Designation in section 1 of Attachment G is “New,” then the Administering Operating Administration completed a Title VI Assessment of the Recipient, as described in chapter II, section 2 of DOT Order 1000.12C, before entering this agreement, as documented in section 2 of Attachment G.
- (d) In this section 26.1, “**Title VI**” means Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified at 42 U.S.C. 2000d to 2000d-4a).

ARTICLE 27
FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL
POLICY REQUIREMENTS

27.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

27.2 Federal Law and Public Policy Requirements.

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

27.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

27.4 History of Performance. Under 2 C.F.R. 200.206, any Federal awarding agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

27.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related to this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

27.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 32, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

- (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
- (3) 2 C.F.R. 175.15(b): Trafficking in Persons; and
- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

27.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 C.F.R. part 20 (Certification Regarding Lobbying).

ARTICLE 28 ASSIGNMENT

28.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 29 WAIVER

29.1 Waivers.

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.

- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 30

ADDITIONAL TERMS AND CONDITIONS

30.1 Effect of Planning and Demonstration or Implementation Award. Based on information that the Recipient provided to the USDOT, including the Grant Application, as indicated in section 2.5, this agreement designates this award as a Planning and Demonstration award or an Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation as listed in the FY 2024 Notice of Funding Opportunity for Safe Streets and Roads for All.

30.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

30.3 Environmental Review

(a) In this section, “**Environmental Review Entity**” means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 30.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

- (1) the Environmental Review Entity's actions under section 30.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
- (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
 - (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

30.4 Railroad Coordination. If the agreement includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

30.5 Relocation and Real Property Acquisition.

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. part 24 subpart E.

30.6 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 30.6 for all tiers of subawards under this award.

ARTICLE 31 MANDATORY AWARD INFORMATION

31.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 0;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

ARTICLE 32 CONSTRUCTION AND DEFINITIONS

32.1 Attachments. This agreement includes the following attachments as integral parts unless Attachments F is not required for certain SS4A Grants:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Racial Equity and Barriers to Opportunity
Attachment D	Climate Change and Environmental Justice Impacts
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience
Attachment G	Civil Rights and Title VI

32.2 Exhibits. The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2024 SS4A Grant Program”, dated June 13, 2024, and available at <https://www.transportation.gov/grants/ss4a/grant-agreements>, are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Performance Progress Reports: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

32.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–0, then the provision in articles 1–0 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

32.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

32.5 Definitions. In this agreement, the following definitions apply:

“**Program Statute**” means the BIL section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement.

“**SS4A Grant**” means an award of funds that were made available under the SS4A NOFO.

“**Grant Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 33 AGREEMENT EXECUTION AND EFFECTIVE DATE

33.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

33.2 Effective Date. The agreement will become effective when all parties have signed it. The effective date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.

U.S. DEPARTMENT OF TRANSPORTATION

**EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL (SS4A) GRANT
PROGRAM**

June 13, 2024

EXHIBIT A

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2024 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

- 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
 - ee. Freedom of Information Act – 5 U.S.C. 552, as amended
 - ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
 - gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
 - hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
 - ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
 - jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
 - kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
 - ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
 - mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
 - nn. Wilderness Act – 16 U.S.C. 1131-1136
 - oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
 - pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
 - qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
 - rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
 - ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad
- k. Executive Order 14025 – Worker Organizing and Empowerment
- l. Executive Order 14052 – Implementation of the Infrastructure Investment and Jobs Act

Presidential Policy Directives and Memorandums

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

- a. Any applicable OMB Circular based upon the specific FY 2024 Safe Streets and Roads for All Grant Recipient.

Highway Federal Legislation

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139
- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

Federal Highway Regulations

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- f. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2024 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37, and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2024 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2024 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2024 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2024 SS4A grant program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), the Consolidated Appropriations Act, 2024, Pub. L. No. 118-122 (Mar. 9, 2024), the Regulations for the Administration of FY 2024 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the

absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2024 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2024 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered

transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:
 - (1) Certify whether the entity has a Tax Delinquency; and
 - (2) Certify whether the entity has a Felony Conviction.
4. **Prohibition.** If
 - (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
 - (2) an entity provides an affirmative response to either certification in section 3; or
 - (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being madethen a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.
5. **Mandatory Notice to the USDOT.**
 - (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
 - (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
 - (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.
6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:
 - (1) require the SAM check in section 2;
 - (2) require the certifications in section 3;
 - (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

- (1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—
 - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C
QUARTERLY PERFORMANCE PROGRESS REPORTS:
FORMAT AND CONTENT

1. Purpose. The purpose of the Quarterly Performance Progress Reports under this agreement for the FY 2024 SS4A grant program is to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

2. Format and Content. The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. The first Quarterly Performance Progress Report should include a detailed description of the items funded.

(a) Project Information. This section provides the name of the project, the State, the federal agency to which the report is submitted, submission date, award number, name of the recipient, report year and quarter and NOFO funding year.

(b) Project Overall Status. This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any significant activities and issues, action items and outstanding issues.

i. **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable BIL or NOFO requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

ii. **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

(c) Milestones. This section documents progress of the milestones outlined in Section 3.2. The Recipient should include the baseline date (when the project is projected to begin) of each milestone, amendments to those dates (if applicable) and the actual/expected date of completion. There are Milestone charts for action plans, supplemental planning activities, demonstration activity projects and implementation (both construction and non-construction) projects.

EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the “Agreement”).

This instrument obligates **[\$XXX]** for **[insert portion of project listed in the Agreement]**.

[Recipient name] states that:

- (1) the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

_____	By:	_____
Date		Signature of Recipient’s Authorized Representative
		[insert name]

		Name
		[insert title]

		Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

_____	By: _____
Date	Signature of USDOT's Authorized Representative
	[insert name]

	Name
	[insert title]

	Title

ITEM #: 6.
DATE: 06/09/2025
AI #:2631



CITY COUNCIL ACTION REPORT

SUBJECT: CANVASS THE MAY 20, 2025 SPECIAL ELECTION RESULTS

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

SUMMARY

Pursuant to Arizona Revised Statutes §16-642(A), City Council must canvass the results of the May 20, 2025, Special Election. The election included four proposed charter amendments and two franchise agreements. The canvass is the formal action certifying the results.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



SAFE &
VIBRANT
COMMUNITY



INNOVATIVE & HIGH
PERFORMING
ORGANIZATION

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2471 DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL ELECTION HELD ON MAY 20, 2025. (Jasmine Pernicano, City Clerk)

FISCAL IMPACT

There is no fiscal impact associated with this action. Costs for the May 20, 2025, Special Election were included in the FY2025 budget, with one third of the costs being reimbursed by each of the franchisees.

BACKGROUND AND PREVIOUS ACTIONS

On April 15, 2024, City Council established an Ad-Hoc Charter Review Committee (Resolution No. 2024-2399) to conduct a comprehensive review of the City Charter. The Committee, comprised of seven residents, recommended four changes to the city charter affecting Articles I, II, IV, and VI at a Council Work Session on September 16, 2024.

The Arizona Constitution requires that voters in the city approve a municipal franchise agreement that would allow the utility service provider to use public rights-of-way to serve its customers within the city. On November 4, 2024, City Council approved two franchise agreements – one with EPCOR Water Arizona, Inc. and one with Liberty Utilities, and called a Special Election to submit the charter amendments and franchise agreements to Goodyear

voters.

An all-mail Special Election was held on Tuesday, May 20, 2025, for the purpose of submitting the following six questions to Goodyear's qualified electors:

	QUESTION	YES	NO
1	SHALL ARTICLE I OF THE CHARTER OF THE CITY OF GOODYEAR BE AMENDED TO STATE THE CITY COUNCIL BY SIMPLE MAJORITY VOTE HAS THE POWER TO ESTABLISH LAND USE AND DEVELOPMENT REGULATIONS CONSISTENT WITH ITS ADOPTED GENERAL PLAN, ZONING ORDINANCES, AND ARCHITECTURAL DESIGN REGULATIONS AND STANDARDS?	6,004	6,372
2	SHALL ARTICLE II, SECTION 11 OF THE CHARTER OF THE CITY OF GOODYEAR BE AMENDED TO INCLUDE BENEFITS IN THE TITLE AND TO AMEND THE PROCEDURE FOR THE CITIZEN'S COMPENSATION COMMITTEE RECOMMENDATIONS AND PROVIDE THAT THE CITY COUNCIL MAY ACCEPT OR REJECT THAT RECOMMENDATION BY SIMPLE MAJORITY VOTE?	5,009	7,342
3	SHALL ARTICLE IV, OF THE CHARTER OF THE CITY OF GOODYEAR BE AMENDED TO TRANSFER THE AUTHORITY TO CREATE, CONSOLIDATE, ALTER OR ABOLISH THE VARIOUS CITY DEPARTMENTS FROM THE CITY COUNCIL TO THE CITY MANAGER WITHIN THE APPROVED BUDGETARY AND EMPLOYEE COUNTS OTHERWISE APPROVED BY THE CITY COUNCIL?	5,157	7,201
4	SHALL ARTICLE VI FINANCE AND TAXATION, OF THE CHARTER OF THE CITY OF GOODYEAR BE AMENDED TO CODIFY ALLOWABLE CATEGORIES OF MUNICIPAL TRANSACTION PRIVILEGE TAX CATEGORIES AND TO FURTHER CODIFY EXISTING RULES REGARDING THE PROCEDURE FOR BOND APPROVAL AND ISSUANCE?	6,046	5,755
5	SHALL A FRANCHISE BE ENTERED INTO GRANTING TO EPCOR WATER ARIZONA INC., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AND FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE IN, OVER, UNDER, AND ACROSS THOSE PORTIONS OF PUBLIC RIGHTS-OF-WAY IN THE CITY OF GOODYEAR, ARIZONA, WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES FOR THE PURPOSE OF PROVIDING WATER DISTRIBUTION AND WASTEWATER COLLECTION SERVICES WITHIN THE CITY OF GOODYEAR AND FUTURE ADDITIONS THERETO?	6,626	4,975
6	SHALL A FRANCHISE BE ENTERED INTO GRANTING TO LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AND FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE IN, OVER, UNDER, AND ACROSS THOSE PORTIONS OF PUBLIC RIGHTS-OF-WAY IN THE CITY OF GOODYEAR, ARIZONA, WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES FOR THE PURPOSE OF PROVIDING WATER DISTRIBUTION AND WASTEWATER COLLECTION SERVICES WITHIN THE CITY OF GOODYEAR AND FUTURE ADDITIONS THERETO?	6,954	4,686

Voter turnout for the last five elections is listed below:

Type of Election/Date	Population	Registered Voters	%Population Registered	Votes Cast	%Voter Turnout
Special Election - 5/20/2025	116,694*	66,888	57%	12,455	18.62%
Candidate Primary - 7/30/2024	112,540*	59,601	53%	18,046	30.28%
Special Election - 5/21/2024	112,540*	58,3826	52%	13,497	23.14%
Special Election - 11/7/2023	106,090	59,847	56%	18,279	30.54%
Candidate Primary - 8/2/2022	101,662	56,906	56%	21,123	37.12%

*Population estimates provided by Maricopa Association of Governments (MAG).

STAFF ANALYSIS

Of the six ballot questions submitted to Goodyear voters, one charter amendment and both franchise agreements were approved. The remaining three charter amendments did not receive a majority of the votes cast and were therefore not approved. The official canvass of the results is included in Resolution No. 2025-2471 (Attachment A). Pursuant to Arizona Revised Statutes §16-642(A), City Council must canvass election results between six and twenty days following the election.

Upon canvass, the franchise agreements will be executed and will take effect July 1, 2025, and the charter amendment will be forwarded to the Governor for final ratification.

Attachments

Attachment A - Resolution with Exhibits

RESOLUTION NO. 2025-2471

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL ELECTION HELD ON MAY 20, 2025.

WHEREAS, on April 29, 2024, the Goodyear City Council adopted a resolution creating the Ad-Hoc Charter Review Committee ("Committee"), and charged the Committee with review of the City Charter;

WHEREAS, the Committee met and, on September 16, 2024, presented four recommendations to the City Council;

WHEREAS, on November 4, 2024, the City Council approved a Franchise Agreement with EPCOR Water Arizona, Inc. and a Franchise Agreement with Liberty Utilities (Litchfield Park Water And Sewer) Corp.;

WHEREAS, on November 4, 2024, the City Council adopted a resolution calling for a Special Election and submitting four proposed charter amendments and two franchise agreements to the voters;

WHEREAS, a Special Election was held in the City of Goodyear, Maricopa County, Arizona, on Tuesday, May 20, 2025, for the purpose of submitting four proposed charter amendments and two franchise agreements to the qualified electors of the City;

WHEREAS, Arizona Revised Statutes § 16-642(A) requires that the City Council canvass the returns of the election not less than six days nor more than twenty days following the election; and

WHEREAS, the returns of the Special Election have been presented to and canvassed by the City Council of the City of Goodyear.

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

SECTION 1. The total number of votes cast at the Special Election held on May 20, 2025, was 12,455, and the total number of registered voters was 66,888, as set forth in Exhibit A, attached hereto and incorporated herein by reference.

SECTION 2. The total number of rejected and late ballots was 276, as set forth in Exhibit B, attached hereto and incorporated herein by reference

SECTION 3. The total number of provisional ballots rejected was two, of which zero were accepted and two were rejected, as set forth in Exhibit C, attached hereto and incorporated herein by reference.

SECTION 4. The final results of the Special Election, including the number of "Yes" and "No" votes cast on each question submitted to the voters, are as follows:

May 20, 2025 Special Election Results	YES	NO
QUESTION 1: Amendment of <u>Article I Incorporation, Form of Government, Powers of the City, Boundaries</u> of the Charter of the City of Goodyear to specify the powers of the City in regard to land use planning and regulation.	6,004	6,372
QUESTION 2: Amendment of <u>Article II The Council, Section 11 Salaries, generally, Citizen's Compensation Committee on salaries for elected city officials</u> of the Charter of the City of Goodyear to amend the procedure for adjustment to City Council salaries and benefits.	5,009	7,342
QUESTION 3: Amendment of <u>Article IV Administrative Departments, Officers and Employees</u> of the Charter of the City of Goodyear to amend the administrative process for the organization of the various city departments.	5,157	7,201
QUESTION 4: Amendment of <u>Article VI Finance and Taxation</u> of the Charter of the City of Goodyear to codify allowable transaction privilege tax categories and to codify currently existing rules related to bond approval and issuance.	6,046	5,755
QUESTION 5: SHALL A FRANCHISE BE ENTERED INTO GRANTING TO EPCOR WATER ARIZONA INC., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AND FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE IN, OVER, UNDER, AND ACROSS THOSE PORTIONS OF PUBLIC RIGHTSOF-WAY IN THE CITY OF GOODYEAR, ARIZONA, WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES FOR THE PURPOSE OF PROVIDING WATER DISTRIBUTION AND WASTEWATER COLLECTION SERVICES WITHIN THE CITY OF GOODYEAR AND FUTURE ADDITIONS THERETO?	6,626	4,975
QUESTION 6: SHALL A FRANCHISE BE ENTERED INTO GRANTING TO LIBERTY UTILITIES (LITCHFIELD PARK WATER AND SEWER) CORP., ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AND FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE IN, OVER, UNDER, AND ACROSS THOSE PORTIONS OF PUBLIC RIGHTS-OF-WAY IN THE CITY OF GOODYEAR, ARIZONA, WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES FOR THE PURPOSE OF PROVIDING WATER DISTRIBUTION AND WASTEWATER COLLECTION SERVICES WITHIN THE CITY OF GOODYEAR AND FUTURE ADDITIONS THERETO?	6,954	4,686

- SECTION 5. Exhibits A, B, and C, attached hereto and incorporated herein by reference, include detailed reports related to the May 20, 2025, Special Election.
- SECTION 6. It is hereby found, determined, and declared of record that Questions 4, 5, and 6, having been submitted to the qualified voters of the City of Goodyear and having received a majority of the votes cast, are declared approved.
- SECTION 7. It is further found, determined, and declared of record that Questions 1, 2, and 3 did not receive a majority of the votes cast and are therefore not approved.
- SECTION 8. The City Clerk is instructed and authorized to submit a mail ballot elections report to the President of the Senate and the Speaker of the House by January 1, 2026 in accordance with A.R.S. §16-409.
- SECTION 9. Resolution No. 2025-2471 shall be effective immediately 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 9th day of June, 2025.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

EXHIBIT A

Maricopa County
Jurisdictional Election
May 20, 2025
City of Goodyear
FINAL RESULTS

Elector Group	Counting Group	Voters Cast	Registered Voters	Turnout
Total	EARLY VOTE	12,455	66,888	18.62%
	PROVISIONAL	0		0.00%
	Total	12,455		18.62%

Voters Cast: 12,455 of 66,888 (18.62%)

CITY OF GOODYEAR QUESTION 1 (Vote for 1)

		Total	
Times Cast		12,455 / 66,888	18.62%
Undervotes		77	
Overvotes		2	
Candidate	Party	Total	
YES		6,004	48.51%
NO		6,372	51.49%
Total Votes		12,376	

CITY OF GOODYEAR QUESTION 2 (Vote for 1)

		Total	
Times Cast		12,455 / 66,888	18.62%
Undervotes		102	
Overvotes		2	
Candidate	Party	Total	
YES		5,009	40.56%
NO		7,342	59.44%
Total Votes		12,351	

CITY OF GOODYEAR QUESTION 3 (Vote for 1)

		Total	
Times Cast		12,455 / 66,888	18.62%
Undervotes		97	
Overvotes		0	
Candidate	Party	Total	
YES		5,157	41.73%
NO		7,201	58.27%
Total Votes		12,358	

CITY OF GOODYEAR QUESTION 4 (Vote for 1)

	Total	
Times Cast	12,455 / 66,888	18.62%
Undervotes	653	
Overvotes	1	

Candidate	Party	Total	
YES		6,046	51.23%
NO		5,755	48.77%
Total Votes		11,801	

CITY OF GOODYEAR QUESTION 5 (Vote for 1)

	Total	
Times Cast	12,455 / 66,888	18.62%
Undervotes	854	
Overvotes	0	

Candidate	Party	Total	
FOR THE FRANCHISE		6,626	57.12%
AGAINST THE FRANCHISE		4,975	42.88%
Total Votes		11,601	

CITY OF GOODYEAR QUESTION 6 (Vote for 1)

	Total	
Times Cast	12,455 / 66,888	18.62%
Undervotes	815	
Overvotes	0	

Candidate	Party	Total	
FOR THE FRANCHISE		6,954	59.74%
AGAINST THE FRANCHISE		4,686	40.26%
Total Votes		11,640	

PRECINCT #5413

Reason Code	Description	Count
BS	Bad Signature	1
L	Returned Late	2
PRECINCT #5413 TOTAL		3

PRECINCT #5414

Reason Code	Description	Count
BS	Bad Signature	1
L	Returned Late	6
PRECINCT #5414 TOTAL		7

PRECINCT #5415

Reason Code	Description	Count
BS	Bad Signature	2
L	Returned Late	9
PRECINCT #5415 TOTAL		11

PRECINCT #5416

Reason Code	Description	Count
BS	Bad Signature	4
NS	No Signature	5
L	Returned Late	18
PRECINCT #5416 TOTAL		27

PRECINCT #5417

Reason Code	Description	Count
BS	Bad Signature	1
L	Returned Late	8
PRECINCT #5417 TOTAL		9

PRECINCT #5418

Reason Code	Description	Count
BS	Bad Signature	2
NS	No Signature	2

L	Returned Late	23
PRECINCT #5418 TOTAL		27

PRECINCT #5419

Reason Code	Description	Count
BS	Bad Signature	5
NS	No Signature	2
L	Returned Late	13
PRECINCT #5419 TOTAL		20

PRECINCT #5420

Reason Code	Description	Count
BS	Bad Signature	3
L	Returned Late	11
PRECINCT #5420 TOTAL		14

PRECINCT #5421

Reason Code	Description	Count
BS	Bad Signature	2
L	Returned Late	6
PRECINCT #5421 TOTAL		8

PRECINCT #5423

Reason Code	Description	Count
BS	Bad Signature	3
L	Returned Late	3
PRECINCT #5423 TOTAL		6

PRECINCT #5425

Reason Code	Description	Count
BS	Bad Signature	2
NS	No Signature	1
L	Returned Late	2
PRECINCT #5425 TOTAL		5

PRECINCT #5426

Reason Code	Description	Count
BS	Bad Signature	8
NS	No Signature	10
L	Returned Late	40
PRECINCT #5426 TOTAL		58

PRECINCT #5427

Reason Code	Description	Count
L	Returned Late	5
PRECINCT #5427 TOTAL		5

PRECINCT #5428

Reason Code	Description	Count
BS	Bad Signature	8
L	Returned Late	13
PRECINCT #5428 TOTAL		21

PRECINCT #5429

Reason Code	Description	Count
BS	Bad Signature	4
NS	No Signature	3
L	Returned Late	19
PRECINCT #5429 TOTAL		26

PRECINCT #5430

Reason Code	Description	Count
BS	Bad Signature	2

NS	No Signature	1
L	Returned Late	10
PRECINCT #5430 TOTAL		13

PRECINCT #5431

Reason Code	Description	Count
BS	Bad Signature	1
NS	No Signature	1
L	Returned Late	14
PRECINCT #5431 TOTAL		16

SUMMARY - ALL PRECINCTS

Reason Code	Description	Count
BS	Bad Signature	49
NS	No Signature	25
Total Rejected		74
L	Returned Late	202
Total Rejected + Late		276

Entire Election

Counted	Reason Code	Description	Count
No			
	B10	YOU ARE NOT REGISTERED TO VOTE	1
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	1
		Total No	2
		Cumulative Total:	2

Entire Election

PRECINCT #5428

Counted	Reason Code	Description	Count
No			
	B10	YOU ARE NOT REGISTERED TO VOTE	1
Total No			1
PRECINCT #5428 TOTAL			1

PRECINCT #5429

Counted	Reason Code	Description	Count
No			
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	1
Total No			1
PRECINCT #5429 TOTAL			1

Entire Election

SUMMARY - ALL PRECINCTS

Counted	Reason Code	Description	Count
No			
	B10	YOU ARE NOT REGISTERED TO VOTE	1
	B12	YOU WERE NOT ELIGIBLE TO VOTE IN THIS ELECTION	1
Total No			2
Cumulative Total:			2

**MARICOPA COUNTY
RECORDER'S INFORMATION SYSTEM CENTER
CITY OF GOODYEAR**

Subtotal Moved Away Mode: 2,739

Subtotal Temp Away Mode: 165

Grand Total All Undeliverable: 2,904

EXHIBIT C

FINAL STATEMENT OF VOTES CAST

Jurisdictional Election

Maricopa County

May 20, 2025

CITY OF GOODYEAR

Precinct	Registered Voters	Voters Cast	% Turnout
County			
Electionwide			
5411-00 PPNO 1 - CITY OF GOODYEAR			
EARLY VOTE	2	0	0.00%
PROVISIONAL	2	0	0.00%
Total	2	0	0.00%
5412-00 PPNO 2 - CITY OF GOODYEAR			
EARLY VOTE	0	0	N/A
PROVISIONAL	0	0	N/A
Total	0	0	N/A
5413-00 PPNO 3 - CITY OF GOODYEAR			
EARLY VOTE	2,497	361	14.46%
PROVISIONAL	2,497	0	0.00%
Total	2,497	361	14.46%
5414-00 PPNO 4 - CITY OF GOODYEAR			
EARLY VOTE	2,031	535	26.34%
PROVISIONAL	2,031	0	0.00%
Total	2,031	535	26.34%
5415-00 PPNO 5 - CITY OF GOODYEAR			
EARLY VOTE	4,667	624	13.37%
PROVISIONAL	4,667	0	0.00%
Total	4,667	624	13.37%

Precinct	Registered Voters	Voters Cast	% Turnout
5416-00 PPNO 6 - CITY OF GOODYEAR			
EARLY VOTE	6,138	714	11.63%
PROVISIONAL	6,138	0	0.00%
Total	6,138	714	11.63%
5417-00 PPNO 7 - CITY OF GOODYEAR			
EARLY VOTE	2,253	316	14.03%
PROVISIONAL	2,253	0	0.00%
Total	2,253	316	14.03%
5418-00 PPNO 8 - CITY OF GOODYEAR			
EARLY VOTE	4,805	780	16.23%
PROVISIONAL	4,805	0	0.00%
Total	4,805	780	16.23%
5419-00 PPNO 9 - CITY OF GOODYEAR			
EARLY VOTE	4,114	540	13.13%
PROVISIONAL	4,114	0	0.00%
Total	4,114	540	13.13%
5420-00 PPNO 10 - CITY OF GOODYEAR			
EARLY VOTE	3,051	359	11.77%
PROVISIONAL	3,051	0	0.00%
Total	3,051	359	11.77%
5421-00 PPNO 11 - CITY OF GOODYEAR			
EARLY VOTE	1,661	179	10.78%
PROVISIONAL	1,661	0	0.00%
Total	1,661	179	10.78%
5422-00 PPNO 12 - CITY OF GOODYEAR			
EARLY VOTE	323	47	14.55%
PROVISIONAL	323	0	0.00%
Total	323	47	14.55%

Precinct	Registered Voters	Voters Cast	% Turnout
5423-00 PPNO 13 - CITY OF GOODYEAR			
EARLY VOTE	4,552	507	11.14%
PROVISIONAL	4,552	0	0.00%
Total	4,552	507	11.14%
5424-00 PPNO 14 - CITY OF GOODYEAR			
EARLY VOTE	56	6	10.71%
PROVISIONAL	56	0	0.00%
Total	56	6	10.71%
5425-00 PPNO 15 - CITY OF GOODYEAR			
EARLY VOTE	2,401	447	18.62%
PROVISIONAL	2,401	0	0.00%
Total	2,401	447	18.62%
5426-00 PPNO 16 - CITY OF GOODYEAR			
EARLY VOTE	7,443	3,509	47.14%
PROVISIONAL	7,443	0	0.00%
Total	7,443	3,509	47.14%
5427-00 PPNO 17 - CITY OF GOODYEAR			
EARLY VOTE	736	64	8.70%
PROVISIONAL	736	0	0.00%
Total	736	64	8.70%
5428-00 PPNO 18 - CITY OF GOODYEAR			
EARLY VOTE	6,116	811	13.26%
PROVISIONAL	6,116	0	0.00%
Total	6,116	811	13.26%
5429-00 PPNO 19 - CITY OF GOODYEAR			
EARLY VOTE	3,837	863	22.49%
PROVISIONAL	3,837	0	0.00%
Total	3,837	863	22.49%

Precinct	Registered Voters	Voters Cast	% Turnout
5430-00 PPNO 20 - CITY OF GOODYEAR			
EARLY VOTE	6,016	530	8.81%
PROVISIONAL	6,016	0	0.00%
Total	6,016	530	8.81%
5431-00 PPNO 21 - CITY OF GOODYEAR			
EARLY VOTE	4,189	1,263	30.15%
PROVISIONAL	4,189	0	0.00%
Total	4,189	1,263	30.15%
Electionwide - Total	66,888	12,455	18.62%
County - Total	66,888	12,455	18.62%
EARLY VOTE	66,888	12,455	18.62%
PROVISIONAL	66,888	0	0.00%

CITY OF GOODYEAR QUESTION 1 (Vote for 1)

**** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
County				
Electionwide				
5411-00 PPNO 1 - CITY OF GOODYEAR				
EARLY VOTE	0	2	0	0
PROVISIONAL	0	2	0	0
Total	0	2	0	0
5412-00 PPNO 2 - CITY OF GOODYEAR				
EARLY VOTE	0	0	0	0
PROVISIONAL	0	0	0	0
Total	0	0	0	0
5413-00 PPNO 3 - CITY OF GOODYEAR				
EARLY VOTE	361	2,497	1	0
PROVISIONAL	0	2,497	0	0
Total	361	2,497	1	0
5414-00 PPNO 4 - CITY OF GOODYEAR				
EARLY VOTE	535	2,031	0	1
PROVISIONAL	0	2,031	0	0
Total	535	2,031	0	1
5415-00 PPNO 5 - CITY OF GOODYEAR				
EARLY VOTE	624	4,667	5	0
PROVISIONAL	0	4,667	0	0
Total	624	4,667	5	0
5416-00 PPNO 6 - CITY OF GOODYEAR				
EARLY VOTE	714	6,138	4	0
PROVISIONAL	0	6,138	0	0
Total	714	6,138	4	0

Precinct	YES		NO		Total Votes
County					
Electionwide					
5411-00 PPNO 1 - CITY OF GOODYEAR					
EARLY VOTE	0		0		0
PROVISIONAL	0		0		0
Total	0		0		0
5412-00 PPNO 2 - CITY OF GOODYEAR					
EARLY VOTE	0		0		0
PROVISIONAL	0		0		0
Total	0		0		0
5413-00 PPNO 3 - CITY OF GOODYEAR					
EARLY VOTE	138	38.33%	222	61.67%	360
PROVISIONAL	0		0		0
Total	138	38.33%	222	61.67%	360
5414-00 PPNO 4 - CITY OF GOODYEAR					
EARLY VOTE	238	44.57%	296	55.43%	534
PROVISIONAL	0		0		0
Total	238	44.57%	296	55.43%	534
5415-00 PPNO 5 - CITY OF GOODYEAR					
EARLY VOTE	235	37.96%	384	62.04%	619
PROVISIONAL	0		0		0
Total	235	37.96%	384	62.04%	619
5416-00 PPNO 6 - CITY OF GOODYEAR					
EARLY VOTE	282	39.72%	428	60.28%	710
PROVISIONAL	0		0		0
Total	282	39.72%	428	60.28%	710

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5417-00 PPNO 7 - CITY OF GOODYEAR				
EARLY VOTE	316	2,253	2	0
PROVISIONAL	0	2,253	0	0
Total	316	2,253	2	0
5418-00 PPNO 8 - CITY OF GOODYEAR				
EARLY VOTE	780	4,805	2	0
PROVISIONAL	0	4,805	0	0
Total	780	4,805	2	0
5419-00 PPNO 9 - CITY OF GOODYEAR				
EARLY VOTE	540	4,114	2	0
PROVISIONAL	0	4,114	0	0
Total	540	4,114	2	0
5420-00 PPNO 10 - CITY OF GOODYEAR				
EARLY VOTE	359	3,051	3	0
PROVISIONAL	0	3,051	0	0
Total	359	3,051	3	0
5421-00 PPNO 11 - CITY OF GOODYEAR				
EARLY VOTE	179	1,661	3	0
PROVISIONAL	0	1,661	0	0
Total	179	1,661	3	0
5422-00 PPNO 12 - CITY OF GOODYEAR				
EARLY VOTE	47	323	0	0
PROVISIONAL	0	323	0	0
Total	47	323	0	0
5423-00 PPNO 13 - CITY OF GOODYEAR				
EARLY VOTE	507	4,552	5	0
PROVISIONAL	0	4,552	0	0
Total	507	4,552	5	0

Precinct	YES		NO		Total Votes
5417-00 PPNO 7 - CITY OF GOODYEAR					
EARLY VOTE	167	53.18%	147	46.82%	314
PROVISIONAL	0		0		0
Total	167	53.18%	147	46.82%	314
5418-00 PPNO 8 - CITY OF GOODYEAR					
EARLY VOTE	331	42.54%	447	57.46%	778
PROVISIONAL	0		0		0
Total	331	42.54%	447	57.46%	778
5419-00 PPNO 9 - CITY OF GOODYEAR					
EARLY VOTE	221	41.08%	317	58.92%	538
PROVISIONAL	0		0		0
Total	221	41.08%	317	58.92%	538
5420-00 PPNO 10 - CITY OF GOODYEAR					
EARLY VOTE	128	35.96%	228	64.04%	356
PROVISIONAL	0		0		0
Total	128	35.96%	228	64.04%	356
5421-00 PPNO 11 - CITY OF GOODYEAR					
EARLY VOTE	67	38.07%	109	61.93%	176
PROVISIONAL	0		0		0
Total	67	38.07%	109	61.93%	176
5422-00 PPNO 12 - CITY OF GOODYEAR					
EARLY VOTE	23	48.94%	24	51.06%	47
PROVISIONAL	0		0		0
Total	23	48.94%	24	51.06%	47
5423-00 PPNO 13 - CITY OF GOODYEAR					
EARLY VOTE	241	48.01%	261	51.99%	502
PROVISIONAL	0		0		0
Total	241	48.01%	261	51.99%	502

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5424-00 PPNO 14 - CITY OF GOODYEAR				
EARLY VOTE	6	56	0	0
PROVISIONAL	0	56	0	0
Total	6	56	0	0
5425-00 PPNO 15 - CITY OF GOODYEAR				
EARLY VOTE	447	2,401	5	0
PROVISIONAL	0	2,401	0	0
Total	447	2,401	5	0
5426-00 PPNO 16 - CITY OF GOODYEAR				
EARLY VOTE	3,509	7,443	25	1
PROVISIONAL	0	7,443	0	0
Total	3,509	7,443	25	1
5427-00 PPNO 17 - CITY OF GOODYEAR				
EARLY VOTE	64	736	1	0
PROVISIONAL	0	736	0	0
Total	64	736	1	0
5428-00 PPNO 18 - CITY OF GOODYEAR				
EARLY VOTE	811	6,116	5	0
PROVISIONAL	0	6,116	0	0
Total	811	6,116	5	0
5429-00 PPNO 19 - CITY OF GOODYEAR				
EARLY VOTE	863	3,837	6	0
PROVISIONAL	0	3,837	0	0
Total	863	3,837	6	0
5430-00 PPNO 20 - CITY OF GOODYEAR				
EARLY VOTE	530	6,016	2	0
PROVISIONAL	0	6,016	0	0
Total	530	6,016	2	0

Precinct	YES		NO		Total Votes
5424-00 PPNO 14 - CITY OF GOODYEAR					
EARLY VOTE	0	0.00%	6	100.00%	6
PROVISIONAL	0		0		0
Total	0	0.00%	6	100.00%	6
5425-00 PPNO 15 - CITY OF GOODYEAR					
EARLY VOTE	187	42.31%	255	57.69%	442
PROVISIONAL	0		0		0
Total	187	42.31%	255	57.69%	442
5426-00 PPNO 16 - CITY OF GOODYEAR					
EARLY VOTE	2,208	63.39%	1,275	36.61%	3,483
PROVISIONAL	0		0		0
Total	2,208	63.39%	1,275	36.61%	3,483
5427-00 PPNO 17 - CITY OF GOODYEAR					
EARLY VOTE	35	55.56%	28	44.44%	63
PROVISIONAL	0		0		0
Total	35	55.56%	28	44.44%	63
5428-00 PPNO 18 - CITY OF GOODYEAR					
EARLY VOTE	420	52.11%	386	47.89%	806
PROVISIONAL	0		0		0
Total	420	52.11%	386	47.89%	806
5429-00 PPNO 19 - CITY OF GOODYEAR					
EARLY VOTE	345	40.26%	512	59.74%	857
PROVISIONAL	0		0		0
Total	345	40.26%	512	59.74%	857
5430-00 PPNO 20 - CITY OF GOODYEAR					
EARLY VOTE	208	39.39%	320	60.61%	528
PROVISIONAL	0		0		0
Total	208	39.39%	320	60.61%	528

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5431-00 PPNO 21 - CITY OF GOODYEAR				
EARLY VOTE	1,263	4,189	6	0
PROVISIONAL	0	4,189	0	0
Total	1,263	4,189	6	0
Electionwide - Total	12,455	66,888	77	2
County - Total	12,455	66,888	77	2

Precinct	YES		NO		Total Votes
5431-00 PPNO 21 - CITY OF GOODYEAR					
EARLY VOTE	530	42.16%	727	57.84%	1,257
PROVISIONAL	0		0		0
Total	530	42.16%	727	57.84%	1,257
Electionwide - Total	6,004	48.51%	6,372	51.49%	12,376
County - Total	6,004	48.51%	6,372	51.49%	12,376

CITY OF GOODYEAR QUESTION 2 (Vote for 1)

**** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
County				
Electionwide				
5411-00 PPNO 1 - CITY OF GOODYEAR				
EARLY VOTE	0	2	0	0
PROVISIONAL	0	2	0	0
Total	0	2	0	0
5412-00 PPNO 2 - CITY OF GOODYEAR				
EARLY VOTE	0	0	0	0
PROVISIONAL	0	0	0	0
Total	0	0	0	0
5413-00 PPNO 3 - CITY OF GOODYEAR				
EARLY VOTE	361	2,497	5	0
PROVISIONAL	0	2,497	0	0
Total	361	2,497	5	0
5414-00 PPNO 4 - CITY OF GOODYEAR				
EARLY VOTE	535	2,031	1	0
PROVISIONAL	0	2,031	0	0
Total	535	2,031	1	0
5415-00 PPNO 5 - CITY OF GOODYEAR				
EARLY VOTE	624	4,667	6	0
PROVISIONAL	0	4,667	0	0
Total	624	4,667	6	0
5416-00 PPNO 6 - CITY OF GOODYEAR				
EARLY VOTE	714	6,138	3	0
PROVISIONAL	0	6,138	0	0
Total	714	6,138	3	0

Precinct	YES		NO		Total Votes
County					
Electionwide					
5411-00 PPNO 1 - CITY OF GOODYEAR					
EARLY VOTE	0		0		0
PROVISIONAL	0		0		0
Total	0		0		0
5412-00 PPNO 2 - CITY OF GOODYEAR					
EARLY VOTE	0		0		0
PROVISIONAL	0		0		0
Total	0		0		0
5413-00 PPNO 3 - CITY OF GOODYEAR					
EARLY VOTE	120	33.71%	236	66.29%	356
PROVISIONAL	0		0		0
Total	120	33.71%	236	66.29%	356
5414-00 PPNO 4 - CITY OF GOODYEAR					
EARLY VOTE	200	37.45%	334	62.55%	534
PROVISIONAL	0		0		0
Total	200	37.45%	334	62.55%	534
5415-00 PPNO 5 - CITY OF GOODYEAR					
EARLY VOTE	178	28.80%	440	71.20%	618
PROVISIONAL	0		0		0
Total	178	28.80%	440	71.20%	618
5416-00 PPNO 6 - CITY OF GOODYEAR					
EARLY VOTE	207	29.11%	504	70.89%	711
PROVISIONAL	0		0		0
Total	207	29.11%	504	70.89%	711

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5417-00 PPNO 7 - CITY OF GOODYEAR				
EARLY VOTE	316	2,253	3	0
PROVISIONAL	0	2,253	0	0
Total	316	2,253	3	0
5418-00 PPNO 8 - CITY OF GOODYEAR				
EARLY VOTE	780	4,805	4	0
PROVISIONAL	0	4,805	0	0
Total	780	4,805	4	0
5419-00 PPNO 9 - CITY OF GOODYEAR				
EARLY VOTE	540	4,114	2	0
PROVISIONAL	0	4,114	0	0
Total	540	4,114	2	0
5420-00 PPNO 10 - CITY OF GOODYEAR				
EARLY VOTE	359	3,051	3	0
PROVISIONAL	0	3,051	0	0
Total	359	3,051	3	0
5421-00 PPNO 11 - CITY OF GOODYEAR				
EARLY VOTE	179	1,661	2	0
PROVISIONAL	0	1,661	0	0
Total	179	1,661	2	0
5422-00 PPNO 12 - CITY OF GOODYEAR				
EARLY VOTE	47	323	0	0
PROVISIONAL	0	323	0	0
Total	47	323	0	0
5423-00 PPNO 13 - CITY OF GOODYEAR				
EARLY VOTE	507	4,552	6	0
PROVISIONAL	0	4,552	0	0
Total	507	4,552	6	0

Precinct	YES		NO		Total Votes
5417-00 PPNO 7 - CITY OF GOODYEAR					
EARLY VOTE	137	43.77%	176	56.23%	313
PROVISIONAL	0		0		0
Total	137	43.77%	176	56.23%	313
5418-00 PPNO 8 - CITY OF GOODYEAR					
EARLY VOTE	267	34.41%	509	65.59%	776
PROVISIONAL	0		0		0
Total	267	34.41%	509	65.59%	776
5419-00 PPNO 9 - CITY OF GOODYEAR					
EARLY VOTE	184	34.20%	354	65.80%	538
PROVISIONAL	0		0		0
Total	184	34.20%	354	65.80%	538
5420-00 PPNO 10 - CITY OF GOODYEAR					
EARLY VOTE	108	30.34%	248	69.66%	356
PROVISIONAL	0		0		0
Total	108	30.34%	248	69.66%	356
5421-00 PPNO 11 - CITY OF GOODYEAR					
EARLY VOTE	59	33.33%	118	66.67%	177
PROVISIONAL	0		0		0
Total	59	33.33%	118	66.67%	177
5422-00 PPNO 12 - CITY OF GOODYEAR					
EARLY VOTE	19	40.43%	28	59.57%	47
PROVISIONAL	0		0		0
Total	19	40.43%	28	59.57%	47
5423-00 PPNO 13 - CITY OF GOODYEAR					
EARLY VOTE	188	37.52%	313	62.48%	501
PROVISIONAL	0		0		0
Total	188	37.52%	313	62.48%	501

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5424-00 PPNO 14 - CITY OF GOODYEAR				
EARLY VOTE	6	56	0	0
PROVISIONAL	0	56	0	0
Total	6	56	0	0
5425-00 PPNO 15 - CITY OF GOODYEAR				
EARLY VOTE	447	2,401	4	0
PROVISIONAL	0	2,401	0	0
Total	447	2,401	4	0
5426-00 PPNO 16 - CITY OF GOODYEAR				
EARLY VOTE	3,509	7,443	31	2
PROVISIONAL	0	7,443	0	0
Total	3,509	7,443	31	2
5427-00 PPNO 17 - CITY OF GOODYEAR				
EARLY VOTE	64	736	1	0
PROVISIONAL	0	736	0	0
Total	64	736	1	0
5428-00 PPNO 18 - CITY OF GOODYEAR				
EARLY VOTE	811	6,116	12	0
PROVISIONAL	0	6,116	0	0
Total	811	6,116	12	0
5429-00 PPNO 19 - CITY OF GOODYEAR				
EARLY VOTE	863	3,837	6	0
PROVISIONAL	0	3,837	0	0
Total	863	3,837	6	0
5430-00 PPNO 20 - CITY OF GOODYEAR				
EARLY VOTE	530	6,016	5	0
PROVISIONAL	0	6,016	0	0
Total	530	6,016	5	0

Precinct	YES		NO		Total Votes
5424-00 PPNO 14 - CITY OF GOODYEAR					
EARLY VOTE	2	33.33%	4	66.67%	6
PROVISIONAL	0		0		0
Total	2	33.33%	4	66.67%	6
5425-00 PPNO 15 - CITY OF GOODYEAR					
EARLY VOTE	165	37.25%	278	62.75%	443
PROVISIONAL	0		0		0
Total	165	37.25%	278	62.75%	443
5426-00 PPNO 16 - CITY OF GOODYEAR					
EARLY VOTE	1,896	54.55%	1,580	45.45%	3,476
PROVISIONAL	0		0		0
Total	1,896	54.55%	1,580	45.45%	3,476
5427-00 PPNO 17 - CITY OF GOODYEAR					
EARLY VOTE	29	46.03%	34	53.97%	63
PROVISIONAL	0		0		0
Total	29	46.03%	34	53.97%	63
5428-00 PPNO 18 - CITY OF GOODYEAR					
EARLY VOTE	320	40.05%	479	59.95%	799
PROVISIONAL	0		0		0
Total	320	40.05%	479	59.95%	799
5429-00 PPNO 19 - CITY OF GOODYEAR					
EARLY VOTE	305	35.59%	552	64.41%	857
PROVISIONAL	0		0		0
Total	305	35.59%	552	64.41%	857
5430-00 PPNO 20 - CITY OF GOODYEAR					
EARLY VOTE	191	36.38%	334	63.62%	525
PROVISIONAL	0		0		0
Total	191	36.38%	334	63.62%	525

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5431-00 PPNO 21 - CITY OF GOODYEAR				
EARLY VOTE	1,263	4,189	8	0
PROVISIONAL	0	4,189	0	0
Total	1,263	4,189	8	0
Electionwide - Total	12,455	66,888	102	2
County - Total	12,455	66,888	102	2

Precinct	YES		NO		Total Votes
5431-00 PPNO 21 - CITY OF GOODYEAR					
EARLY VOTE	434	34.58%	821	65.42%	1,255
PROVISIONAL	0		0		0
Total	434	34.58%	821	65.42%	1,255
Electionwide - Total	5,009	40.56%	7,342	59.44%	12,351
County - Total	5,009	40.56%	7,342	59.44%	12,351

CITY OF GOODYEAR QUESTION 3 (Vote for 1)

**** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
County				
Electionwide				
5411-00 PPNO 1 - CITY OF GOODYEAR				
EARLY VOTE	0	2	0	0
PROVISIONAL	0	2	0	0
Total	0	2	0	0
5412-00 PPNO 2 - CITY OF GOODYEAR				
EARLY VOTE	0	0	0	0
PROVISIONAL	0	0	0	0
Total	0	0	0	0
5413-00 PPNO 3 - CITY OF GOODYEAR				
EARLY VOTE	361	2,497	1	0
PROVISIONAL	0	2,497	0	0
Total	361	2,497	1	0
5414-00 PPNO 4 - CITY OF GOODYEAR				
EARLY VOTE	535	2,031	3	0
PROVISIONAL	0	2,031	0	0
Total	535	2,031	3	0
5415-00 PPNO 5 - CITY OF GOODYEAR				
EARLY VOTE	624	4,667	5	0
PROVISIONAL	0	4,667	0	0
Total	624	4,667	5	0
5416-00 PPNO 6 - CITY OF GOODYEAR				
EARLY VOTE	714	6,138	2	0
PROVISIONAL	0	6,138	0	0
Total	714	6,138	2	0

Precinct	YES		NO		Total Votes
County					
Electionwide					
5411-00 PPNO 1 - CITY OF GOODYEAR					
EARLY VOTE	0		0		0
PROVISIONAL	0		0		0
Total	0		0		0
5412-00 PPNO 2 - CITY OF GOODYEAR					
EARLY VOTE	0		0		0
PROVISIONAL	0		0		0
Total	0		0		0
5413-00 PPNO 3 - CITY OF GOODYEAR					
EARLY VOTE	127	35.28%	233	64.72%	360
PROVISIONAL	0		0		0
Total	127	35.28%	233	64.72%	360
5414-00 PPNO 4 - CITY OF GOODYEAR					
EARLY VOTE	207	38.91%	325	61.09%	532
PROVISIONAL	0		0		0
Total	207	38.91%	325	61.09%	532
5415-00 PPNO 5 - CITY OF GOODYEAR					
EARLY VOTE	205	33.12%	414	66.88%	619
PROVISIONAL	0		0		0
Total	205	33.12%	414	66.88%	619
5416-00 PPNO 6 - CITY OF GOODYEAR					
EARLY VOTE	231	32.44%	481	67.56%	712
PROVISIONAL	0		0		0
Total	231	32.44%	481	67.56%	712

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5417-00 PPNO 7 - CITY OF GOODYEAR				
EARLY VOTE	316	2,253	2	0
PROVISIONAL	0	2,253	0	0
Total	316	2,253	2	0
5418-00 PPNO 8 - CITY OF GOODYEAR				
EARLY VOTE	780	4,805	3	0
PROVISIONAL	0	4,805	0	0
Total	780	4,805	3	0
5419-00 PPNO 9 - CITY OF GOODYEAR				
EARLY VOTE	540	4,114	3	0
PROVISIONAL	0	4,114	0	0
Total	540	4,114	3	0
5420-00 PPNO 10 - CITY OF GOODYEAR				
EARLY VOTE	359	3,051	3	0
PROVISIONAL	0	3,051	0	0
Total	359	3,051	3	0
5421-00 PPNO 11 - CITY OF GOODYEAR				
EARLY VOTE	179	1,661	2	0
PROVISIONAL	0	1,661	0	0
Total	179	1,661	2	0
5422-00 PPNO 12 - CITY OF GOODYEAR				
EARLY VOTE	47	323	0	0
PROVISIONAL	0	323	0	0
Total	47	323	0	0
5423-00 PPNO 13 - CITY OF GOODYEAR				
EARLY VOTE	507	4,552	4	0
PROVISIONAL	0	4,552	0	0
Total	507	4,552	4	0

Precinct	YES		NO		Total Votes
5417-00 PPNO 7 - CITY OF GOODYEAR					
EARLY VOTE	130	41.40%	184	58.60%	314
PROVISIONAL	0		0		0
Total	130	41.40%	184	58.60%	314
5418-00 PPNO 8 - CITY OF GOODYEAR					
EARLY VOTE	263	33.85%	514	66.15%	777
PROVISIONAL	0		0		0
Total	263	33.85%	514	66.15%	777
5419-00 PPNO 9 - CITY OF GOODYEAR					
EARLY VOTE	179	33.33%	358	66.67%	537
PROVISIONAL	0		0		0
Total	179	33.33%	358	66.67%	537
5420-00 PPNO 10 - CITY OF GOODYEAR					
EARLY VOTE	107	30.06%	249	69.94%	356
PROVISIONAL	0		0		0
Total	107	30.06%	249	69.94%	356
5421-00 PPNO 11 - CITY OF GOODYEAR					
EARLY VOTE	64	36.16%	113	63.84%	177
PROVISIONAL	0		0		0
Total	64	36.16%	113	63.84%	177
5422-00 PPNO 12 - CITY OF GOODYEAR					
EARLY VOTE	20	42.55%	27	57.45%	47
PROVISIONAL	0		0		0
Total	20	42.55%	27	57.45%	47
5423-00 PPNO 13 - CITY OF GOODYEAR					
EARLY VOTE	187	37.18%	316	62.82%	503
PROVISIONAL	0		0		0
Total	187	37.18%	316	62.82%	503

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5424-00 PPNO 14 - CITY OF GOODYEAR				
EARLY VOTE	6	56	0	0
PROVISIONAL	0	56	0	0
Total	6	56	0	0
5425-00 PPNO 15 - CITY OF GOODYEAR				
EARLY VOTE	447	2,401	7	0
PROVISIONAL	0	2,401	0	0
Total	447	2,401	7	0
5426-00 PPNO 16 - CITY OF GOODYEAR				
EARLY VOTE	3,509	7,443	32	0
PROVISIONAL	0	7,443	0	0
Total	3,509	7,443	32	0
5427-00 PPNO 17 - CITY OF GOODYEAR				
EARLY VOTE	64	736	1	0
PROVISIONAL	0	736	0	0
Total	64	736	1	0
5428-00 PPNO 18 - CITY OF GOODYEAR				
EARLY VOTE	811	6,116	9	0
PROVISIONAL	0	6,116	0	0
Total	811	6,116	9	0
5429-00 PPNO 19 - CITY OF GOODYEAR				
EARLY VOTE	863	3,837	7	0
PROVISIONAL	0	3,837	0	0
Total	863	3,837	7	0
5430-00 PPNO 20 - CITY OF GOODYEAR				
EARLY VOTE	530	6,016	5	0
PROVISIONAL	0	6,016	0	0
Total	530	6,016	5	0

Precinct	YES		NO		Total Votes
5424-00 PPNO 14 - CITY OF GOODYEAR					
EARLY VOTE	0	0.00%	6	100.00%	6
PROVISIONAL	0		0		0
Total	0	0.00%	6	100.00%	6
5425-00 PPNO 15 - CITY OF GOODYEAR					
EARLY VOTE	158	35.91%	282	64.09%	440
PROVISIONAL	0		0		0
Total	158	35.91%	282	64.09%	440
5426-00 PPNO 16 - CITY OF GOODYEAR					
EARLY VOTE	1,979	56.92%	1,498	43.08%	3,477
PROVISIONAL	0		0		0
Total	1,979	56.92%	1,498	43.08%	3,477
5427-00 PPNO 17 - CITY OF GOODYEAR					
EARLY VOTE	30	47.62%	33	52.38%	63
PROVISIONAL	0		0		0
Total	30	47.62%	33	52.38%	63
5428-00 PPNO 18 - CITY OF GOODYEAR					
EARLY VOTE	314	39.15%	488	60.85%	802
PROVISIONAL	0		0		0
Total	314	39.15%	488	60.85%	802
5429-00 PPNO 19 - CITY OF GOODYEAR					
EARLY VOTE	304	35.51%	552	64.49%	856
PROVISIONAL	0		0		0
Total	304	35.51%	552	64.49%	856
5430-00 PPNO 20 - CITY OF GOODYEAR					
EARLY VOTE	172	32.76%	353	67.24%	525
PROVISIONAL	0		0		0
Total	172	32.76%	353	67.24%	525

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5431-00 PPNO 21 - CITY OF GOODYEAR				
EARLY VOTE	1,263	4,189	8	0
PROVISIONAL	0	4,189	0	0
Total	1,263	4,189	8	0
Electionwide - Total	12,455	66,888	97	0
County - Total	12,455	66,888	97	0

Precinct	YES		NO		Total Votes
5431-00 PPNO 21 - CITY OF GOODYEAR					
EARLY VOTE	480	38.25%	775	61.75%	1,255
PROVISIONAL	0		0		0
Total	480	38.25%	775	61.75%	1,255
Electionwide - Total	5,157	41.73%	7,201	58.27%	12,358
County - Total	5,157	41.73%	7,201	58.27%	12,358

CITY OF GOODYEAR QUESTION 4 (Vote for 1)

**** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
County				
Electionwide				
5411-00 PPNO 1 - CITY OF GOODYEAR				
EARLY VOTE	0	2	0	0
PROVISIONAL	0	2	0	0
Total	0	2	0	0
5412-00 PPNO 2 - CITY OF GOODYEAR				
EARLY VOTE	0	0	0	0
PROVISIONAL	0	0	0	0
Total	0	0	0	0
5413-00 PPNO 3 - CITY OF GOODYEAR				
EARLY VOTE	361	2,497	17	0
PROVISIONAL	0	2,497	0	0
Total	361	2,497	17	0
5414-00 PPNO 4 - CITY OF GOODYEAR				
EARLY VOTE	535	2,031	26	0
PROVISIONAL	0	2,031	0	0
Total	535	2,031	26	0
5415-00 PPNO 5 - CITY OF GOODYEAR				
EARLY VOTE	624	4,667	40	0
PROVISIONAL	0	4,667	0	0
Total	624	4,667	40	0
5416-00 PPNO 6 - CITY OF GOODYEAR				
EARLY VOTE	714	6,138	42	0
PROVISIONAL	0	6,138	0	0
Total	714	6,138	42	0

Precinct	YES		NO		Total Votes
County					
Electionwide					
5411-00 PPNO 1 - CITY OF GOODYEAR					
EARLY VOTE	0		0		0
PROVISIONAL	0		0		0
Total	0		0		0
5412-00 PPNO 2 - CITY OF GOODYEAR					
EARLY VOTE	0		0		0
PROVISIONAL	0		0		0
Total	0		0		0
5413-00 PPNO 3 - CITY OF GOODYEAR					
EARLY VOTE	164	47.67%	180	52.33%	344
PROVISIONAL	0		0		0
Total	164	47.67%	180	52.33%	344
5414-00 PPNO 4 - CITY OF GOODYEAR					
EARLY VOTE	250	49.12%	259	50.88%	509
PROVISIONAL	0		0		0
Total	250	49.12%	259	50.88%	509
5415-00 PPNO 5 - CITY OF GOODYEAR					
EARLY VOTE	240	41.10%	344	58.90%	584
PROVISIONAL	0		0		0
Total	240	41.10%	344	58.90%	584
5416-00 PPNO 6 - CITY OF GOODYEAR					
EARLY VOTE	293	43.60%	379	56.40%	672
PROVISIONAL	0		0		0
Total	293	43.60%	379	56.40%	672

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5417-00 PPNO 7 - CITY OF GOODYEAR				
EARLY VOTE	316	2,253	27	0
PROVISIONAL	0	2,253	0	0
Total	316	2,253	27	0
5418-00 PPNO 8 - CITY OF GOODYEAR				
EARLY VOTE	780	4,805	30	0
PROVISIONAL	0	4,805	0	0
Total	780	4,805	30	0
5419-00 PPNO 9 - CITY OF GOODYEAR				
EARLY VOTE	540	4,114	31	0
PROVISIONAL	0	4,114	0	0
Total	540	4,114	31	0
5420-00 PPNO 10 - CITY OF GOODYEAR				
EARLY VOTE	359	3,051	7	0
PROVISIONAL	0	3,051	0	0
Total	359	3,051	7	0
5421-00 PPNO 11 - CITY OF GOODYEAR				
EARLY VOTE	179	1,661	11	0
PROVISIONAL	0	1,661	0	0
Total	179	1,661	11	0
5422-00 PPNO 12 - CITY OF GOODYEAR				
EARLY VOTE	47	323	0	0
PROVISIONAL	0	323	0	0
Total	47	323	0	0
5423-00 PPNO 13 - CITY OF GOODYEAR				
EARLY VOTE	507	4,552	24	0
PROVISIONAL	0	4,552	0	0
Total	507	4,552	24	0

Precinct	YES		NO		Total Votes
5417-00 PPNO 7 - CITY OF GOODYEAR					
EARLY VOTE	162	56.06%	127	43.94%	289
PROVISIONAL	0		0		0
Total	162	56.06%	127	43.94%	289
5418-00 PPNO 8 - CITY OF GOODYEAR					
EARLY VOTE	355	47.33%	395	52.67%	750
PROVISIONAL	0		0		0
Total	355	47.33%	395	52.67%	750
5419-00 PPNO 9 - CITY OF GOODYEAR					
EARLY VOTE	226	44.40%	283	55.60%	509
PROVISIONAL	0		0		0
Total	226	44.40%	283	55.60%	509
5420-00 PPNO 10 - CITY OF GOODYEAR					
EARLY VOTE	133	37.78%	219	62.22%	352
PROVISIONAL	0		0		0
Total	133	37.78%	219	62.22%	352
5421-00 PPNO 11 - CITY OF GOODYEAR					
EARLY VOTE	69	41.07%	99	58.93%	168
PROVISIONAL	0		0		0
Total	69	41.07%	99	58.93%	168
5422-00 PPNO 12 - CITY OF GOODYEAR					
EARLY VOTE	29	61.70%	18	38.30%	47
PROVISIONAL	0		0		0
Total	29	61.70%	18	38.30%	47
5423-00 PPNO 13 - CITY OF GOODYEAR					
EARLY VOTE	225	46.58%	258	53.42%	483
PROVISIONAL	0		0		0
Total	225	46.58%	258	53.42%	483

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5424-00 PPNO 14 - CITY OF GOODYEAR				
EARLY VOTE	6	56	0	0
PROVISIONAL	0	56	0	0
Total	6	56	0	0
5425-00 PPNO 15 - CITY OF GOODYEAR				
EARLY VOTE	447	2,401	39	0
PROVISIONAL	0	2,401	0	0
Total	447	2,401	39	0
5426-00 PPNO 16 - CITY OF GOODYEAR				
EARLY VOTE	3,509	7,443	184	0
PROVISIONAL	0	7,443	0	0
Total	3,509	7,443	184	0
5427-00 PPNO 17 - CITY OF GOODYEAR				
EARLY VOTE	64	736	4	0
PROVISIONAL	0	736	0	0
Total	64	736	4	0
5428-00 PPNO 18 - CITY OF GOODYEAR				
EARLY VOTE	811	6,116	46	1
PROVISIONAL	0	6,116	0	0
Total	811	6,116	46	1
5429-00 PPNO 19 - CITY OF GOODYEAR				
EARLY VOTE	863	3,837	43	0
PROVISIONAL	0	3,837	0	0
Total	863	3,837	43	0
5430-00 PPNO 20 - CITY OF GOODYEAR				
EARLY VOTE	530	6,016	36	0
PROVISIONAL	0	6,016	0	0
Total	530	6,016	36	0

Precinct	YES		NO		Total Votes
5424-00 PPNO 14 - CITY OF GOODYEAR					
EARLY VOTE	0	0.00%	6	100.00%	6
PROVISIONAL	0		0		0
Total	0	0.00%	6	100.00%	6
5425-00 PPNO 15 - CITY OF GOODYEAR					
EARLY VOTE	185	45.34%	223	54.66%	408
PROVISIONAL	0		0		0
Total	185	45.34%	223	54.66%	408
5426-00 PPNO 16 - CITY OF GOODYEAR					
EARLY VOTE	2,160	64.96%	1,165	35.04%	3,325
PROVISIONAL	0		0		0
Total	2,160	64.96%	1,165	35.04%	3,325
5427-00 PPNO 17 - CITY OF GOODYEAR					
EARLY VOTE	25	41.67%	35	58.33%	60
PROVISIONAL	0		0		0
Total	25	41.67%	35	58.33%	60
5428-00 PPNO 18 - CITY OF GOODYEAR					
EARLY VOTE	412	53.93%	352	46.07%	764
PROVISIONAL	0		0		0
Total	412	53.93%	352	46.07%	764
5429-00 PPNO 19 - CITY OF GOODYEAR					
EARLY VOTE	336	40.98%	484	59.02%	820
PROVISIONAL	0		0		0
Total	336	40.98%	484	59.02%	820
5430-00 PPNO 20 - CITY OF GOODYEAR					
EARLY VOTE	220	44.53%	274	55.47%	494
PROVISIONAL	0		0		0
Total	220	44.53%	274	55.47%	494

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5431-00 PPNO 21 - CITY OF GOODYEAR				
EARLY VOTE	1,263	4,189	46	0
PROVISIONAL	0	4,189	0	0
Total	1,263	4,189	46	0
Electionwide - Total	12,455	66,888	653	1
County - Total	12,455	66,888	653	1

Precinct	YES		NO		Total Votes
5431-00 PPNO 21 - CITY OF GOODYEAR					
EARLY VOTE	562	46.18%	655	53.82%	1,217
PROVISIONAL	0		0		0
Total	562	46.18%	655	53.82%	1,217
Electionwide - Total	6,046	51.23%	5,755	48.77%	11,801
County - Total	6,046	51.23%	5,755	48.77%	11,801

CITY OF GOODYEAR QUESTION 5 (Vote for 1)

**** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
County				
Electionwide				
5411-00 PPNO 1 - CITY OF GOODYEAR				
EARLY VOTE	0	2	0	0
PROVISIONAL	0	2	0	0
Total	0	2	0	0
5412-00 PPNO 2 - CITY OF GOODYEAR				
EARLY VOTE	0	0	0	0
PROVISIONAL	0	0	0	0
Total	0	0	0	0
5413-00 PPNO 3 - CITY OF GOODYEAR				
EARLY VOTE	361	2,497	18	0
PROVISIONAL	0	2,497	0	0
Total	361	2,497	18	0
5414-00 PPNO 4 - CITY OF GOODYEAR				
EARLY VOTE	535	2,031	41	0
PROVISIONAL	0	2,031	0	0
Total	535	2,031	41	0
5415-00 PPNO 5 - CITY OF GOODYEAR				
EARLY VOTE	624	4,667	48	0
PROVISIONAL	0	4,667	0	0
Total	624	4,667	48	0
5416-00 PPNO 6 - CITY OF GOODYEAR				
EARLY VOTE	714	6,138	55	0
PROVISIONAL	0	6,138	0	0
Total	714	6,138	55	0

Precinct	FOR THE FRANCHISE		AGAINST THE FRANCHISE		Total Votes
County					
Electionwide					
5411-00 PPNO 1 - CITY OF GOODYEAR					
EARLY VOTE	0		0		0
PROVISIONAL	0		0		0
Total	0		0		0
5412-00 PPNO 2 - CITY OF GOODYEAR					
EARLY VOTE	0		0		0
PROVISIONAL	0		0		0
Total	0		0		0
5413-00 PPNO 3 - CITY OF GOODYEAR					
EARLY VOTE	184	53.64%	159	46.36%	343
PROVISIONAL	0		0		0
Total	184	53.64%	159	46.36%	343
5414-00 PPNO 4 - CITY OF GOODYEAR					
EARLY VOTE	254	51.42%	240	48.58%	494
PROVISIONAL	0		0		0
Total	254	51.42%	240	48.58%	494
5415-00 PPNO 5 - CITY OF GOODYEAR					
EARLY VOTE	260	45.14%	316	54.86%	576
PROVISIONAL	0		0		0
Total	260	45.14%	316	54.86%	576
5416-00 PPNO 6 - CITY OF GOODYEAR					
EARLY VOTE	316	47.95%	343	52.05%	659
PROVISIONAL	0		0		0
Total	316	47.95%	343	52.05%	659

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5417-00 PPNO 7 - CITY OF GOODYEAR				
EARLY VOTE	316	2,253	28	0
PROVISIONAL	0	2,253	0	0
Total	316	2,253	28	0
5418-00 PPNO 8 - CITY OF GOODYEAR				
EARLY VOTE	780	4,805	39	0
PROVISIONAL	0	4,805	0	0
Total	780	4,805	39	0
5419-00 PPNO 9 - CITY OF GOODYEAR				
EARLY VOTE	540	4,114	41	0
PROVISIONAL	0	4,114	0	0
Total	540	4,114	41	0
5420-00 PPNO 10 - CITY OF GOODYEAR				
EARLY VOTE	359	3,051	10	0
PROVISIONAL	0	3,051	0	0
Total	359	3,051	10	0
5421-00 PPNO 11 - CITY OF GOODYEAR				
EARLY VOTE	179	1,661	12	0
PROVISIONAL	0	1,661	0	0
Total	179	1,661	12	0
5422-00 PPNO 12 - CITY OF GOODYEAR				
EARLY VOTE	47	323	2	0
PROVISIONAL	0	323	0	0
Total	47	323	2	0
5423-00 PPNO 13 - CITY OF GOODYEAR				
EARLY VOTE	507	4,552	30	0
PROVISIONAL	0	4,552	0	0
Total	507	4,552	30	0

Precinct	FOR THE FRANCHISE		AGAINST THE FRANCHISE		Total Votes
5417-00 PPNO 7 - CITY OF GOODYEAR					
EARLY VOTE	172	59.72%	116	40.28%	288
PROVISIONAL	0		0		0
Total	172	59.72%	116	40.28%	288
5418-00 PPNO 8 - CITY OF GOODYEAR					
EARLY VOTE	381	51.42%	360	48.58%	741
PROVISIONAL	0		0		0
Total	381	51.42%	360	48.58%	741
5419-00 PPNO 9 - CITY OF GOODYEAR					
EARLY VOTE	241	48.30%	258	51.70%	499
PROVISIONAL	0		0		0
Total	241	48.30%	258	51.70%	499
5420-00 PPNO 10 - CITY OF GOODYEAR					
EARLY VOTE	138	39.54%	211	60.46%	349
PROVISIONAL	0		0		0
Total	138	39.54%	211	60.46%	349
5421-00 PPNO 11 - CITY OF GOODYEAR					
EARLY VOTE	80	47.90%	87	52.10%	167
PROVISIONAL	0		0		0
Total	80	47.90%	87	52.10%	167
5422-00 PPNO 12 - CITY OF GOODYEAR					
EARLY VOTE	28	62.22%	17	37.78%	45
PROVISIONAL	0		0		0
Total	28	62.22%	17	37.78%	45
5423-00 PPNO 13 - CITY OF GOODYEAR					
EARLY VOTE	244	51.15%	233	48.85%	477
PROVISIONAL	0		0		0
Total	244	51.15%	233	48.85%	477

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5424-00 PPNO 14 - CITY OF GOODYEAR				
EARLY VOTE	6	56	0	0
PROVISIONAL	0	56	0	0
Total	6	56	0	0
5425-00 PPNO 15 - CITY OF GOODYEAR				
EARLY VOTE	447	2,401	40	0
PROVISIONAL	0	2,401	0	0
Total	447	2,401	40	0
5426-00 PPNO 16 - CITY OF GOODYEAR				
EARLY VOTE	3,509	7,443	265	0
PROVISIONAL	0	7,443	0	0
Total	3,509	7,443	265	0
5427-00 PPNO 17 - CITY OF GOODYEAR				
EARLY VOTE	64	736	4	0
PROVISIONAL	0	736	0	0
Total	64	736	4	0
5428-00 PPNO 18 - CITY OF GOODYEAR				
EARLY VOTE	811	6,116	54	0
PROVISIONAL	0	6,116	0	0
Total	811	6,116	54	0
5429-00 PPNO 19 - CITY OF GOODYEAR				
EARLY VOTE	863	3,837	60	0
PROVISIONAL	0	3,837	0	0
Total	863	3,837	60	0
5430-00 PPNO 20 - CITY OF GOODYEAR				
EARLY VOTE	530	6,016	43	0
PROVISIONAL	0	6,016	0	0
Total	530	6,016	43	0

Precinct	FOR THE FRANCHISE		AGAINST THE FRANCHISE		Total Votes
5424-00 PPNO 14 - CITY OF GOODYEAR					
EARLY VOTE	1	16.67%	5	83.33%	6
PROVISIONAL	0		0		0
Total	1	16.67%	5	83.33%	6
5425-00 PPNO 15 - CITY OF GOODYEAR					
EARLY VOTE	245	60.20%	162	39.80%	407
PROVISIONAL	0		0		0
Total	245	60.20%	162	39.80%	407
5426-00 PPNO 16 - CITY OF GOODYEAR					
EARLY VOTE	2,348	72.38%	896	27.62%	3,244
PROVISIONAL	0		0		0
Total	2,348	72.38%	896	27.62%	3,244
5427-00 PPNO 17 - CITY OF GOODYEAR					
EARLY VOTE	37	61.67%	23	38.33%	60
PROVISIONAL	0		0		0
Total	37	61.67%	23	38.33%	60
5428-00 PPNO 18 - CITY OF GOODYEAR					
EARLY VOTE	449	59.31%	308	40.69%	757
PROVISIONAL	0		0		0
Total	449	59.31%	308	40.69%	757
5429-00 PPNO 19 - CITY OF GOODYEAR					
EARLY VOTE	372	46.33%	431	53.67%	803
PROVISIONAL	0		0		0
Total	372	46.33%	431	53.67%	803
5430-00 PPNO 20 - CITY OF GOODYEAR					
EARLY VOTE	240	49.28%	247	50.72%	487
PROVISIONAL	0		0		0
Total	240	49.28%	247	50.72%	487

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5431-00 PPNO 21 - CITY OF GOODYEAR				
EARLY VOTE	1,263	4,189	64	0
PROVISIONAL	0	4,189	0	0
Total	1,263	4,189	64	0
Electionwide - Total	12,455	66,888	854	0
County - Total	12,455	66,888	854	0

Precinct	FOR THE FRANCHISE		AGAINST THE FRANCHISE		Total Votes
5431-00 PPNO 21 - CITY OF GOODYEAR					
EARLY VOTE	636	53.04%	563	46.96%	1,199
PROVISIONAL	0		0		0
Total	636	53.04%	563	46.96%	1,199
Electionwide - Total	6,626	57.12%	4,975	42.88%	11,601
County - Total	6,626	57.12%	4,975	42.88%	11,601

CITY OF GOODYEAR QUESTION 6 (Vote for 1)

**** - Insufficient Turnout to Protect Voter Privacy

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
County				
Electionwide				
5411-00 PPNO 1 - CITY OF GOODYEAR				
EARLY VOTE	0	2	0	0
PROVISIONAL	0	2	0	0
Total	0	2	0	0
5412-00 PPNO 2 - CITY OF GOODYEAR				
EARLY VOTE	0	0	0	0
PROVISIONAL	0	0	0	0
Total	0	0	0	0
5413-00 PPNO 3 - CITY OF GOODYEAR				
EARLY VOTE	361	2,497	23	0
PROVISIONAL	0	2,497	0	0
Total	361	2,497	23	0
5414-00 PPNO 4 - CITY OF GOODYEAR				
EARLY VOTE	535	2,031	40	0
PROVISIONAL	0	2,031	0	0
Total	535	2,031	40	0
5415-00 PPNO 5 - CITY OF GOODYEAR				
EARLY VOTE	624	4,667	47	0
PROVISIONAL	0	4,667	0	0
Total	624	4,667	47	0
5416-00 PPNO 6 - CITY OF GOODYEAR				
EARLY VOTE	714	6,138	55	0
PROVISIONAL	0	6,138	0	0
Total	714	6,138	55	0

Precinct	FOR THE FRANCHISE		AGAINST THE FRANCHISE		Total Votes
County					
Electionwide					
5411-00 PPNO 1 - CITY OF GOODYEAR					
EARLY VOTE	0		0		0
PROVISIONAL	0		0		0
Total	0		0		0
5412-00 PPNO 2 - CITY OF GOODYEAR					
EARLY VOTE	0		0		0
PROVISIONAL	0		0		0
Total	0		0		0
5413-00 PPNO 3 - CITY OF GOODYEAR					
EARLY VOTE	181	53.55%	157	46.45%	338
PROVISIONAL	0		0		0
Total	181	53.55%	157	46.45%	338
5414-00 PPNO 4 - CITY OF GOODYEAR					
EARLY VOTE	257	51.92%	238	48.08%	495
PROVISIONAL	0		0		0
Total	257	51.92%	238	48.08%	495
5415-00 PPNO 5 - CITY OF GOODYEAR					
EARLY VOTE	265	45.93%	312	54.07%	577
PROVISIONAL	0		0		0
Total	265	45.93%	312	54.07%	577
5416-00 PPNO 6 - CITY OF GOODYEAR					
EARLY VOTE	312	47.34%	347	52.66%	659
PROVISIONAL	0		0		0
Total	312	47.34%	347	52.66%	659

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5417-00 PPNO 7 - CITY OF GOODYEAR				
EARLY VOTE	316	2,253	23	0
PROVISIONAL	0	2,253	0	0
Total	316	2,253	23	0
5418-00 PPNO 8 - CITY OF GOODYEAR				
EARLY VOTE	780	4,805	40	0
PROVISIONAL	0	4,805	0	0
Total	780	4,805	40	0
5419-00 PPNO 9 - CITY OF GOODYEAR				
EARLY VOTE	540	4,114	39	0
PROVISIONAL	0	4,114	0	0
Total	540	4,114	39	0
5420-00 PPNO 10 - CITY OF GOODYEAR				
EARLY VOTE	359	3,051	10	0
PROVISIONAL	0	3,051	0	0
Total	359	3,051	10	0
5421-00 PPNO 11 - CITY OF GOODYEAR				
EARLY VOTE	179	1,661	12	0
PROVISIONAL	0	1,661	0	0
Total	179	1,661	12	0
5422-00 PPNO 12 - CITY OF GOODYEAR				
EARLY VOTE	47	323	1	0
PROVISIONAL	0	323	0	0
Total	47	323	1	0
5423-00 PPNO 13 - CITY OF GOODYEAR				
EARLY VOTE	507	4,552	29	0
PROVISIONAL	0	4,552	0	0
Total	507	4,552	29	0

Precinct	FOR THE FRANCHISE		AGAINST THE FRANCHISE		Total Votes
5417-00 PPNO 7 - CITY OF GOODYEAR					
EARLY VOTE	211	72.01%	82	27.99%	293
PROVISIONAL	0		0		0
Total	211	72.01%	82	27.99%	293
5418-00 PPNO 8 - CITY OF GOODYEAR					
EARLY VOTE	378	51.08%	362	48.92%	740
PROVISIONAL	0		0		0
Total	378	51.08%	362	48.92%	740
5419-00 PPNO 9 - CITY OF GOODYEAR					
EARLY VOTE	284	56.69%	217	43.31%	501
PROVISIONAL	0		0		0
Total	284	56.69%	217	43.31%	501
5420-00 PPNO 10 - CITY OF GOODYEAR					
EARLY VOTE	132	37.82%	217	62.18%	349
PROVISIONAL	0		0		0
Total	132	37.82%	217	62.18%	349
5421-00 PPNO 11 - CITY OF GOODYEAR					
EARLY VOTE	86	51.50%	81	48.50%	167
PROVISIONAL	0		0		0
Total	86	51.50%	81	48.50%	167
5422-00 PPNO 12 - CITY OF GOODYEAR					
EARLY VOTE	25	54.35%	21	45.65%	46
PROVISIONAL	0		0		0
Total	25	54.35%	21	45.65%	46
5423-00 PPNO 13 - CITY OF GOODYEAR					
EARLY VOTE	258	53.97%	220	46.03%	478
PROVISIONAL	0		0		0
Total	258	53.97%	220	46.03%	478

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5424-00 PPNO 14 - CITY OF GOODYEAR				
EARLY VOTE	6	56	0	0
PROVISIONAL	0	56	0	0
Total	6	56	0	0
5425-00 PPNO 15 - CITY OF GOODYEAR				
EARLY VOTE	447	2,401	36	0
PROVISIONAL	0	2,401	0	0
Total	447	2,401	36	0
5426-00 PPNO 16 - CITY OF GOODYEAR				
EARLY VOTE	3,509	7,443	232	0
PROVISIONAL	0	7,443	0	0
Total	3,509	7,443	232	0
5427-00 PPNO 17 - CITY OF GOODYEAR				
EARLY VOTE	64	736	4	0
PROVISIONAL	0	736	0	0
Total	64	736	4	0
5428-00 PPNO 18 - CITY OF GOODYEAR				
EARLY VOTE	811	6,116	55	0
PROVISIONAL	0	6,116	0	0
Total	811	6,116	55	0
5429-00 PPNO 19 - CITY OF GOODYEAR				
EARLY VOTE	863	3,837	63	0
PROVISIONAL	0	3,837	0	0
Total	863	3,837	63	0
5430-00 PPNO 20 - CITY OF GOODYEAR				
EARLY VOTE	530	6,016	43	0
PROVISIONAL	0	6,016	0	0
Total	530	6,016	43	0

Precinct	FOR THE FRANCHISE		AGAINST THE FRANCHISE		Total Votes
5424-00 PPNO 14 - CITY OF GOODYEAR					
EARLY VOTE	1	16.67%	5	83.33%	6
PROVISIONAL	0		0		0
Total	1	16.67%	5	83.33%	6
5425-00 PPNO 15 - CITY OF GOODYEAR					
EARLY VOTE	260	63.26%	151	36.74%	411
PROVISIONAL	0		0		0
Total	260	63.26%	151	36.74%	411
5426-00 PPNO 16 - CITY OF GOODYEAR					
EARLY VOTE	2,538	77.45%	739	22.55%	3,277
PROVISIONAL	0		0		0
Total	2,538	77.45%	739	22.55%	3,277
5427-00 PPNO 17 - CITY OF GOODYEAR					
EARLY VOTE	37	61.67%	23	38.33%	60
PROVISIONAL	0		0		0
Total	37	61.67%	23	38.33%	60
5428-00 PPNO 18 - CITY OF GOODYEAR					
EARLY VOTE	486	64.29%	270	35.71%	756
PROVISIONAL	0		0		0
Total	486	64.29%	270	35.71%	756
5429-00 PPNO 19 - CITY OF GOODYEAR					
EARLY VOTE	369	46.13%	431	53.88%	800
PROVISIONAL	0		0		0
Total	369	46.13%	431	53.88%	800
5430-00 PPNO 20 - CITY OF GOODYEAR					
EARLY VOTE	238	48.87%	249	51.13%	487
PROVISIONAL	0		0		0
Total	238	48.87%	249	51.13%	487

Precinct	Times Cast	Registered Voters	Undervotes	Overvotes
5431-00 PPNO 21 - CITY OF GOODYEAR				
EARLY VOTE	1,263	4,189	63	0
PROVISIONAL	0	4,189	0	0
Total	1,263	4,189	63	0
Electionwide - Total	12,455	66,888	815	0
County - Total	12,455	66,888	815	0

Precinct	FOR THE FRANCHISE		AGAINST THE FRANCHISE		Total Votes
5431-00 PPNO 21 - CITY OF GOODYEAR					
EARLY VOTE	636	53.00%	564	47.00%	1,200
PROVISIONAL	0		0		0
Total	636	53.00%	564	47.00%	1,200
Electionwide - Total	6,954	59.74%	4,686	40.26%	11,640
County - Total	6,954	59.74%	4,686	40.26%	11,640

ITEM #: 7.
DATE: 06/09/2025
AI #:2622



CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY FOR SARIVAL AVENUE INTERSECTION IMPROVEMENTS AT LOWER BUCKEYE ROAD AND MAGNOLIA STREET

STAFF PRESENTER(S): Steve Scinto, City Engineer/Director of Engineering

OTHER PRESENTER(S):

Logan Hopp, Senior Project Manager

SUMMARY

Approve an Intergovernmental Agreement (IGA) with Maricopa County for maintenance and operation of two Sarival Avenue intersections that will be improved as part of two City capital improvement program (CIP) projects. The IGA relates specifically to maintenance and operation responsibilities for a portion of Lower Buckeye Road at Sarival Avenue that will receive traffic signal and roadway improvements (CIP #42047), and a portion of Magnolia Street at Sarival Avenue that will receive roadway improvements (CIP # 42048).

STRATEGIC PLAN ALIGNMENT



INFRASTRUCTURE

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2472 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR OPERATIONS AND MAINTENANCE OF THE INTERSECTIONS AT SARIVAL AVENUE AND LOWER BUCKEYE ROAD AND SARIVAL AVENUE AND MAGNOLIA STREET, PROVIDING AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE. (Steve Scinto, City Engineer/Director of Engineering)

FISCAL IMPACT

There is no direct fiscal impact related to the approval of this IGA.

For overall project context, the two CIP Projects (#42047 and #42048) are currently programmed in the City's FY2025-FY2029 CIP with a combined budget of \$22.9M and an estimated completion date of June 2027. The operations and maintenance of this infrastructure has been anticipated and will be included in future operating budgets as appropriate.

BACKGROUND AND PREVIOUS ACTIONS

On June 10, 2024 (AI-1797), Council approved CIP #42047 and CIP #42048 in the adoption of Resolution No. 2024-2381 Determining and Adopting the Final Estimates of Proposed Revenues and Expenditures for the city of Goodyear for FY2025.

STAFF ANALYSIS

The two CIP projects (CIP #42047 and CIP #42048) include improvements to widen the west side of Sarival Avenue, between Yuma Road and Elwood Street, including a new traffic signal at Yuma Road and Lower Buckeye, additional travel lanes, streetlights, and a raised median.

A portion of these improvements are within Maricopa County right of way, specifically the west leg of Lower Buckeye, and a small segment of Magnolia Street.

Sarival Avenue and Lower Buckeye Road is an existing unsignalized intersection with stop control in all directions. The west leg of the Intersection is owned and operated by Maricopa County. The north, east and south legs of the intersection are owned and operated by the City. This IGA will bring the west leg of the intersection into the city of Goodyear through future annexation, where the traffic signal and associated equipment will be installed to Goodyear standards. The IGA outlines the requirements by the City and Maricopa County for permitting and annexation to allow the City to own and operate the new traffic signal equipment at all corners of the intersection.

Sarival Avenue and Magnolia Street is an existing T-intersection, with stop control in one direction. The west leg of the intersection is owned and operated by Maricopa County. The north, east and south legs of the Intersection are owned and operated by the City. The widening of Sarival Avenue at Magnolia Street includes curb, sidewalk, and ADA ramps that extend into Maricopa County's right of way. The IGA includes City maintenance responsibilities for the portion of curb, sidewalk, and ramps that extend into Maricopa County right of way.

Staff recommends adoption of Resolution 2025-2472, Attachment A with IGA including Exhibits A and B, approving and authorizing the execution of an IGA between Maricopa County and the city of Goodyear for operations and maintenance for two Sarival Avenue intersections. The approval and execution of the IGA will allow the City's CIP projects to obtain necessary permitting to proceed.

Attachments

Attachment A - Resolution 2025-2472 with IGA and Exhibits A and B

RESOLUTION NO. 2025-2472

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR OPERATIONS AND MAINTENANCE OF THE INTERSECTIONS AT SARIVAL AVENUE AND LOWER BUCKEYE ROAD AND SARIVAL AVENUE AND MAGNOLIA STREET, PROVIDING AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE.

WHEREAS, Sarival Avenue and Lower Buckeye Road is an existing unsignalized intersection with stop control in all directions. The west leg of the Intersection is owned and operated by the County. The north, east and south legs of the Intersection are owned and operated by the City; and

WHEREAS, Sarival Avenue and Magnolia Street is an existing T-intersection, with stop control in one direction. The west leg of the Intersection is owned and operated by the County. The north, east and south legs of the Intersection are owned and operated by the City; and

WHEREAS, the Mayor and Council of the City of Goodyear find the adoption of the proposed Intergovernmental Agreement between Maricopa County and the City of Goodyear for operations and maintenance of the intersections at Sarival Avenue and Lower Buckeye Road and Sarival Avenue and Magnolia Street in the best interests of the city and its residents.

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 Council of the City of Goodyear hereby approve and authorize the City Manager to execute the Intergovernmental Agreement between Maricopa County and the City of Goodyear for operations and maintenance, in the form attached hereto as Exhibit A (the "IGA").

SECTION 2. The Mayor and Council of the City of Goodyear further directs and authorizes the City Engineer or his/her designee to take all actions necessary to carry out the terms of the IGA approved herein.

SECTION 3. Resolution 2025-2472 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 9th day of June, 2025.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

INTERGOVERNMENTAL AGREEMENT
BETWEEN MARICOPA COUNTY AND THE CITY OF GOODYEAR
FOR OPERATIONS AND MAINTENANCE OF THE INTERSECTIONS AT
SARIVAL AVENUE AND LOWER BUCKEYE ROAD AND
SARIVAL AVENUE AND MAGNOLIA STREET

This Intergovernmental Agreement (**Agreement**) is between Maricopa County, a political subdivision of the State of Arizona (**County**), and the City of Goodyear, an Arizona municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. The County is authorized, pursuant to Arizona Revised Statutes (A.R.S.) § 11-251 and 28-6701 *et seq.*, to lay out, maintain, control, and manage public roads within the County.
2. The City is authorized, pursuant to A.R.S. § 9-240 and §§ 9-276 *et seq.*, to lay out and establish, regulate, and improve streets within the City and to enter into this Agreement.
3. Public agencies are authorized, pursuant to A.R.S. §§ 11-951 *et seq.*, to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

4. Sarival Avenue is located in southwestern Maricopa County and is within the jurisdiction of the City.
5. The City is developing design plans to improve Sarival Avenue, from Yuma Road to Elwood Street, including improvements at the Sarival Avenue and Lower Buckeye Road intersection and the Sarival Avenue and Magnolia Street intersection (**Project**).
6. Sarival Avenue and Lower Buckeye Road is an existing unsignalized intersection with stop control in all directions. The west leg of the Intersection is owned and operated by the County. The north, east and south legs of the Intersection are owned and operated by the City.
7. Sarival Avenue and Magnolia Street is an existing T-intersection, with stop control in one direction. The west leg of the Intersection is owned and operated by the County. The north, east and south legs of the Intersection are owned and operated by the City.
8. The proposed Project improvements include:
 - 8.1 Widening the west half of Sarival Avenue to two southbound through lanes with concrete medians, curb returns, gutter and sidewalks and ramps;
 - 8.2 Street lighting;

- 8.3 Landscaping and irrigation;
 - 8.4 Traffic signal at the Sarival Avenue and Lower Buckeye intersection;
 - 8.5 Transition tapers; and
 - 8.6 Utility relocations.
9. With the exception of the transition tapers on the west leg of the Sarival Avenue and Lower Buckeye intersection, the Project will be constructed to City standards.
10. The City intends to annex a portion of the west leg of the intersection, as depicted in Exhibit A, which is attached to this Agreement and incorporated by reference.

PURPOSE OF THE AGREEMENT

11. The purpose of this Agreement is to identify and define the responsibilities of the County and the City for reviewing, approving and permitting roadway development plans and annexation of the west leg of the Intersection.

TERMS OF THE AGREEMENT

12. **Responsibilities of the County:**

- 12.1 Shall have no financial contribution towards the Project.
- 12.2 Review and provide comments to the City within twenty (20) working days of receipt of the design plans.
- 12.3 Provide no-cost permits for design, construction, and traffic control, as necessary, to the City for any Project-related work that lies within County boundaries.
- 12.4 Shall not be liable for design deficiencies, traffic control, construction, or inspection approvals upon the execution of this Agreement.
- 12.5 Participate in the final inspection of the Project.

13. **Responsibilities of the City:**

- 13.1. Shall be financially responsible for all Project costs.
- 13.2. Act as the lead agency for all aspects of the Project.
- 13.3. Provide the County with copies of design plans for review and comment.
- 13.4. Apply to the County for no-cost permits for design, construction, and traffic control, as necessary, for any Project-related work that lies within County boundaries.
- 13.5. Design and construct the Project improvements to City standards, with the exception of the transition tapers on the west leg of the Sarival Avenue and Lower Buckeye Road intersection which will be designed to County standards.

- 13.6. Assume all responsibility for maintenance, operation and related liability for the Sarival Avenue and Magnolia Street curb returns and ADA ramps that lie within County jurisdiction, as depicted in Exhibit B, which is attached to this Agreement and incorporated by reference, upon execution of this Agreement.
- 13.7. Assume all responsibility for maintenance, operation and related liability for all other aspects of the Project upon the execution of this Agreement.
- 13.8. Prior to the start of construction, begin the annexation of a portion of the west leg of the Sarival Avenue and Lower Buckeye Road intersection, as generally depicted in Exhibit A.
- 13.9. Prepare the legal description and exhibit for the proposed area of annexation and provide a copy to the County Real Estate Department for review prior to submittal to City Council.

GENERAL TERMS AND CONDITIONS

14. To the extent permitted by law, each Party will indemnify, defend, and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials, or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, including but not limited to injuries or death of persons or damages to or destruction of property. In the event of an action, the damages that are the subject of this indemnity shall include costs, expenses of litigation, and reasonable attorney's fees.
15. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect until all stipulations previously indicated have been satisfied.
16. This Agreement may be amended only upon written agreement by all Parties.
17. This Agreement is subject to the provisions of A.R.S. § 38-511.
18. The Parties warrant that they are following A.R.S. § 41-4401 and further acknowledge that:
 - 18.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
 - 18.2 Any breach of the warranty shall be deemed a material breach of this agreement, of which breaching party may be liable for penalties including termination of the agreement.
 - 18.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours to facilitate such an inspection.

- 18.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
19. Any contractor or subcontractor who engages in for-profit activity and has 10 or more employees, if the value of the contract is a minimum of \$1,000,000, certify it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued according to 50 U.S.C. § 4842.
20. Each Party warrants and certifies that no contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement currently has, and for the duration of the contract will not, use:
- 20.1 The forced labor of ethnic Uyghurs in the People's Republic of China.
- 20.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 20.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If any Party becomes aware during the term of the Agreement that any contractor or vendor is not in compliance with this paragraph, the Party shall notify the other Party within five business days after becoming aware of the noncompliance. Failure of the Party to provide a written certification that the contractor or vendor has remedied the noncompliance within one hundred eighty (180) days after notifying the public entity of its noncompliance, this Agreement shall terminate unless the Term of this Agreement shall end prior to said one hundred eighty (180) day period.

21. It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion. The total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity.
22. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 West Durango Street
Phoenix, Arizona 85009

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

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service performed with receipt. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by the United States Express Mail or overnight delivery service that guarantees next-day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier for delivery.

23. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year.
24. This Agreement shall be construed as a whole and under its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.
25. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained because of the continuation of any matter previously waived.
26. Except as otherwise provided in this Agreement, all covenants, agreements, representations, and warranties outlined in this Agreement, or any certificate or instrument executed or delivered according to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
27. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Electric signatures are acceptable as original signatures.
28. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party according to this Agreement.
29. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
30. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Pages Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF GOODYEAR

Recommended by:

Wynette Reed
City Manager

Approved and Accepted by:

Joe Pizzillo
Mayor

Attest by:

City Clerk Date

APPROVAL OF CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the City by its respective governing body under the laws of the State of Arizona.

City Attorney _____ Date _____

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

Signed by:

Jesse Gutierrez

4/15/2025

Jesse Gutierrez, P.E.
Transportation Director

Date

Approved and Accepted by:

Chairman
Board of Supervisors

Date

Attest by:

Clerk of the Board

Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the County by the Board of Supervisors under the laws of the State of Arizona.

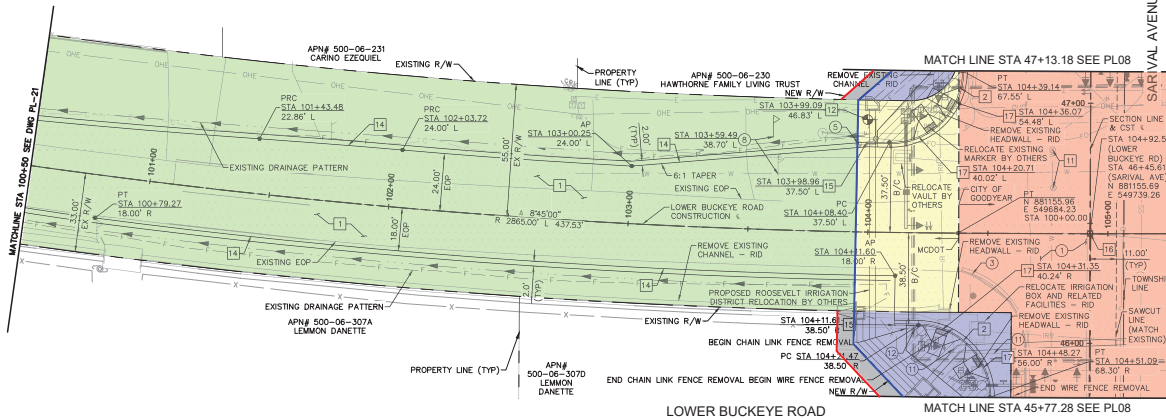
Signed by:

Max G. Carpinelli

4/21/2025

Deputy County Attorney

Date



LEGEND

-
- Legend:
- Future City of Goodyear Jurisdictional Limits
 - Proposed PUSE Limits
 - Existing MCDOT Right of Way/Future Goodyear Annexation
 - Existing MCDOT Jurisdiction
 - Existing Goodyear Jurisdiction
 - Proposed Goodyear Right of Way
 - Proposed PUSE

F.H.B.A. DESIGN	STATE	PROJ. NO.	NO.	TOTAL	AS BUILT
9	AZ	42048/42047	05	15	
01/25					
DATE					
DRAWN		BY	DESIGN	SG/MF	CHECKED
					GP

REMOVAL NOTES					
NO.	DESCRIPTION	QTY	NO.	UNIT	
	REMOVAL OF PAYEMENT	1903		SY	
	REMOVE PORTLAND CEMENT CONCRETE SINGLE CURB, CURBS & GUTTER, HEADER CURB OR EMBANKMENT CURBS	68		SF	
5	REMOVE AND SALVAGE FIRE HYDRANT	1		EA	
8	REMOVE AND REPLACE MAIL BOX MCCOTT DIST 2066	1		EA	
11	REMOVE BARBED WIRE FENCE	53		LF	
12	REMOVE CHAIN LINK FENCE	19		LF	

CONSTRUCTION NOTES					
NO.	DESCRIPTION	QTY	NO.	UNIT	
	SUBGRADE PREPARATION	2919		SY	
1	6" THICK ASPHALT CONCRETE PAYEMENT	1013		TON	
	12" THICK AGGREGATE BASE COURSE	2027		TON	
	EMULSION ASPHALT FOR TACK COAT, TYPE 55-H	2		TON	
2	CONCRETE CURB & GUTTER MAG STD DT 220, TYPE A	114		LF	
	ADJUST WATER VALVE BOX FRAME & COVER W/ CON. COLLAR MAG STD DT 393-1, TYPE C	2		EA	
12	FIRE HYDRANT ASSEMBLY & CONNECTION (INCLUDE ALL APPURTENANCES) CCG STD DT 6-2350	1		EA	
14	ASPHALT SAFETY EDGE PER MAG STD DT 201	729		LF	
15	CURB TERMINATION PER MAG STD DT 201	2		NPI	
16	RESET SURVEY MARKER, MAG STD DT 120, TYPE A	1		EA	
17	CONCRETE SIDEWALK RAMP, MAG STD DT 236-1	1261		SF	

NOTES:

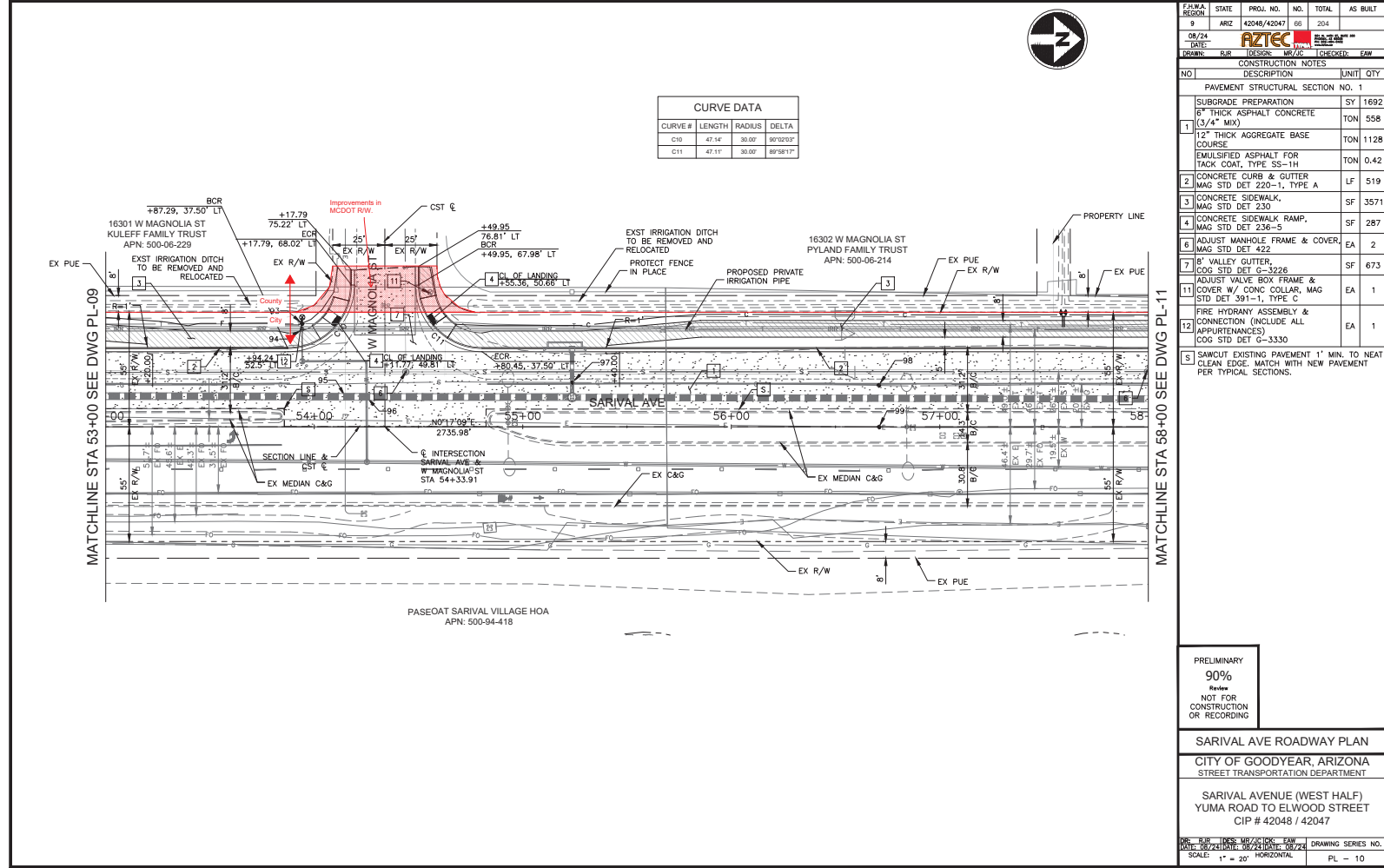
- A MINIMUM OF ONE TEN FOOT LINE SHALL BE OPEN IN EACH DIRECTION AT ALL TIMES DURING CONSTRUCTION.



LOWER BUCKEY RD
ROADWAY PLAN
CITY OF GOODYEAR, ARIZONA
STREET TRANSPORTATION DEPARTMENT

LOWER BUCKEY RD AND SARIVAL AVE
INTERSECTION IMPROVEMENTS
CIP #42048/42047

DATE	BY	PROJ. NO.	NO.	TOTAL	DRAWING SERIES NO.
01/25	GP	42048/42047	05	15	PL - 01
SCALE: 1"=20' HORIZONTAL					



ITEM #: 8.
DATE: 06/09/2025
AI #:2680



CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE STATE OF ARIZONA RELATED TO THE EXTENSION OF STATE ROUTE LOOP 303

STAFF PRESENTER(S): Kini Knudson, Deputy City Manager

SUMMARY

Intergovernmental Agreement (IGA) with the State of Arizona related to the extension of State Route Loop 303 (Loop 303) providing terms for the design and construction of the section of Loop 303 to be constructed between Maricopa County Route 85 (MC 85) and Van Buren Street, including the relocation of existing city-owned and operated water and wastewater lines, the construction of frontage roads, and the construction of certain City-requested roadway improvements.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



SAFE &
VIBRANT
COMMUNITY



INFRASTRUCTURE

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2473 APPROVING THE ADOPTION OF RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATED TO THE EXTENSION OF STATE ROUTE LOOP 303. (Kini Knudson, Deputy City Manager)

FISCAL IMPACT

After execution of the IGA, the State will invoice the City for costs associated with City's portion of the Loop 303 Project estimated at \$2,190,289, which will be due within 60 days. This item has been included as a project in the fiscal year 2026 budget in the total amount of \$2,750,000. The City is also responsible for certain ongoing operations and maintenance responsibilities that will be included in future budgets as appropriate.

BACKGROUND AND PREVIOUS ACTIONS

The State of Arizona Department of Transportation (ADOT) is extending Loop 303 by designing and constructing the section of Loop 303 between MC 85 and Van Buren Street, a project that involves relocating existing city-owned water and wastewater lines and constructing frontage roads for access, while also including additional improvements at the City's request, such as installing an interconnect traffic management system with CCTV cameras, roadway and underdeck lighting, and specific roadway enhancements. Because the Loop 303 Project runs through the city, the State must acquire portions of city right-of-way, city-owned property, and temporary construction easements, while also incorporating, at the city's request and expense, specific street and traffic management improvements.

STAFF ANALYSIS

The IGA establishes and identifies the following high-level responsibilities for each party related to the Loop 303 Project:

State Responsibilities:

- Administer the design and construction, which includes the relocation of City's utilities and the design and construction of northbound and southbound frontage roads.
- Prepare and provide all design plans, specifications, and documentation needed for construction, incorporating the City's feedback.
- Use City standards for traffic signals and lighting at specified streets and install required conduits for the traffic signal interconnect system.
- Issue annual permits for routine and emergency maintenance and coordinate with the City throughout construction for inspections, testing, and acceptance of water, sewer, and other improvements.
- Acquire the necessary rights-of-way and, following final project acceptance,
- Transfer jurisdiction and maintenance responsibilities while retaining a right of entry for ongoing maintenance.
- Notify the City of substantial completion and final acceptance, coordinate the handover of responsibilities, and provide a permit to re-establish prior rights locations for relocated city-owned water and sewer lines.

City Responsibilities:

- Pay the estimated cost for the City's project improvements within 60 days of receiving the invoice.
- Review and comment on design documents and coordinate with the State throughout construction for inspections, testing, and acceptance of water, sewer, and other project improvements.
- Accept ongoing maintenance for specific structures and improvements, including slope paving, overpasses, crossroads, frontage roads, landscaping, roadway lighting, and ITS systems, and be accountable for future repairs unless damage is due to the State's actions.
- Prevent unauthorized use of public right-of-way and grant temporary access to the State for construction-related activities.
- Be responsible for providing adjacent water mains and funding all potable water needs for landscape installation and maintenance.
- Assume full responsibility for the ongoing maintenance of landscaping and irrigation systems, including routine upkeep, pest control, and necessary repairs.
- After final acceptance of the Project by the State and approval by the State Transportation Board, accept jurisdiction and maintenance responsibilities for the area.

The proposed Resolution and the IGA attached as Exhibit 1 thereto are included as

Attachment A to this CAR.

Attachments

Attachment A - Resolution 2025-2473 with ADOT IGA

RESOLUTION NO. 2025-2473

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATED TO THE EXTENSION OF STATE ROUTE LOOP 303.

WHEREAS, the State is going to extend State Route Loop 303 and is undertaking the design and construction of the section of Loop 303 to be constructed between Van Buren Street and MC 85 (the " Project"); and

WHEREAS, the Project requires the relocation existing city owned and operated water and wastewater lines and appurtenances and the construction of frontage roads along the east and west sides of Loop 303 needed to provide access to the properties fronting Loop 303; and

WHEREAS, the city has asked the State to include certain street and traffic management improvements as part of the Project, which the State has agreed to do at the city's cost (the "City Improvements"); and

WHEREAS, State and city representatives have been negotiating an intergovernmental agreement (the "IGA") identifying the State's and city's responsibilities related to the Project; and

WHEREAS, the IGA attached hereto as Exhibit 1 sets forth the State's responsibility for the design and construction of the Loop 303 improvements, which includes the relocation of the city water and wastewater improvements and the design and construction of the City Improvements and the frontage roads; the construction of the City Improvements; the city's responsibility for the cost of the City Improvements and providing certain water infrastructure needed for the irrigation of landscaping improvements being installed as part of the Project, and the city's future maintenance responsibilities as it relates to the Loop 303 improvements; and

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 Council approve the Intergovernmental Agreement attached hereto as Exhibit 1.

SECTION 2. The Mayor and Council hereby authorize the City Manager to execute the intergovernmental agreement attached hereto as Exhibit 1 and to take all actions and execute all documents necessary to comply with the terms of the intergovernmental agreement and the intent of this Resolution.

SECTION 3. Resolution 2025-2473 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 9th day of June, 2025.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

ADOT CAR No.: IGA 22-0008670-I
AG Contract No.: P0012024002054
Project Location/Name: MC 85 to Van
Buren Street
Type of Work: Construct New Roadway
Federal-aid No.: 303-A(219)T
ADOT Project No.: H6870 01D/01C
TIP/STIP No.: DOT23-233; DOT21-801
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: NA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GOODYEAR

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The State is administering the design and construction of State Route Loop 303 (SR 303L) MC 85 to Van Buren Street, which includes the relocation of the Local Agency's utilities and the design and construction of northbound and southbound frontage roads (the "State's Project").
4. As part of the State's Project, and at the request of the Local Agency, the State will design and construct the following improvements (collectively the "Local Project"):
 - a. The installation of the interconnect system for the Local Agency's traffic management system, and three Closed Circuit Television (CCTV) cameras for new traffic signals, which includes, but is not limited to, three 3-inch polyvinyl chloride (PVC) conduits and various pull boxes along a portion of Lilac Street/Canyon Trails Boulevard, Yuma Road, and Lower Buckeye Road.

- b. The roadway and underdeck lighting along Lilac Street/Canyon Trails Boulevard, Yuma Road and Lower Buckeye Road.
 - c. The improvements to Lower Buckeye Road between the termination of the State's improvements to the S. Canyon Trails Boulevard alignment that were requested by the Local Agency. The Local Agency Project cost is estimated at \$2,190,289, of which \$9,403 is for design, and \$2,180,886 is for construction and salvage costs, as shown in Exhibit A. The Local Agency will be responsible for actual design and construction costs, ongoing operations, and maintenance of the Local Project. Ongoing operations and maintenance responsibilities will be defined in the Scope of Work section of this Agreement and shown in Exhibit B. The State Project and the Local Agency Project are collectively referred to as the Project.
- 5. If Local Project costs exceed the estimate, notify the Local Agency and invoice as determined by ADOT and the Local Agency for additional costs to complete the Local Project.
 - 6. The Project traverses through the City. The State will purchase private right of way and bring into the State system the necessary rights of way needed for the Project. After completion of the Project, the State will abandon ownership, jurisdiction, and maintenance responsibilities of right of way, as depicted in Exhibit C to the Local Agency, with the approval of the State Transportation Board. The Local Agency agrees to waive the requirements of Arizona Revised Statutes § 28-7209 (A)(2).
 - 7. The foregoing Recitals and Exhibits shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

- 1. The Parties agree:
 - a. To perform their responsibilities consistent with this Agreement; any change or modification to the Local Project will only occur with the mutual written consent of both Parties.
 - b. Any future modifications within the State's Project limits required for transportation purposes and resulting in the removal or alteration of the Local Project will have precedence over the Local Project and there will be no compensation owed to the Local Agency.
- 2. The State will:
 - a. Execute this Agreement, and be the Local Agency designated agent for the Local Project.
 - b. After this Agreement is executed, invoice the Local Agency for the costs associated with the Local Project estimated at \$2,190,289. After the Project has been completed, the

State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs of this portion of the Local Project.

- c. Prepare and provide the design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the Local Agency as appropriate.
- d. Utilize Local Agency standards for the traffic signals and the lighting at Lilac Street/Canyon Trails Boulevard, Yuma Road, Lower Buckeye Road and Elwood Street. Not be responsible for any costs associated with Local Agency standard equipment or future upgrades and modifications to the equipment.
- e. Provide 3-3" conduits with a SMFO 144 in one of the conduits for the Local Agency's traffic signal interconnect system.
- f. Issue, in accordance with the established procedures of the State's Central District Permit Office, a permit on a yearly basis for routine maintenance and emergency work. Routine maintenance and emergency work will be defined within the permit. Permits will be issued when appropriate insurance documents are provided as required by ADOT Risk Management.
- g. Coordinate with the Local Agency throughout the construction phase of the Local Project for the Local Agency's inspection, testing oversight, and acceptance of the water and sewer lines as well as inspection of all Project and landscape, aesthetics, lighting, and signal interconnection improvements that the Local Agency will own, operate and maintain.
- h. Following the execution of this Agreement, by Resolution of the State's Transportation Board, bring into the State system the necessary rights of way needed for the Project.
- i. After final acceptance of the Project, with approval by Resolution of the State Transportation Board, abandon and transfer jurisdiction, and maintenance responsibilities of the area as depicted in Exhibit C.
- j. After acceptance by the City of ownership, jurisdiction, and maintenance responsibilities of right of way depicted in Exhibit C, automatically be granted continued right of entry to access crossroads as necessary to perform required maintenance by execution of this Agreement.
- k. Notify the Local Agency of substantial completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Local Project improvements. As applicable, the Project Contractor will provide a warranty for Local Project improvements.
- l. Not be obligated to maintain those areas identified as the Local Agency's responsibility in Exhibit B, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

- m. Provide the City with a permit to re-establish prior rights locations within the final right of way for the city owned water and sewer lines, as identified in the ADOT letters dated May 12, 2023 and January 22, 2025, being relocated.

3. The Local Agency will:

- a. Designate the State as the Local Agency's authorized agent for the Local Project.
- b. Within 60 days of receipt of an invoice from the State, pay to the State \$2,190,289 for the costs associated with the Local Project. After the Project has been completed, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs of this portion of the Local Project.
- c. Review the design documents required for construction of the Local Project and provide comments to the State as appropriate. Work within the design timeframes set forth by the State to not delay the State's Project.
- d. Be responsible for the maintenance of the slope paving at the Lilac Street/Canyon Trails Boulevard Overpass (OP), the Yuma Road Traffic Interchange Overpass (TIOP), the Lower Buckeye Road OP, the Southbound SR303L over the Southbound Frontage Road OP, and the Lower Buckeye Road Ramp B over Elwood Ramp D OP.
- e. Be responsible for all Local Project costs incurred in performing and accomplishing the work as set forth under this Agreement that are not covered by federal funding. It is understood and agreed that the Local Agency is responsible for costs that are deemed ineligible and/or exceed the maximum federal funds available; payment for these costs shall be made within 60 days of receipt of an invoice from the State.
- f. Coordinate with the State throughout the construction phase of the Local Project for the Local Agency's inspection, testing oversight, and acceptance of the water and sewer lines as well as inspection of all Project and landscape, aesthetics, lighting, and signal interconnection improvements that the Local Agency will own, operate and maintain.
- g. Not permit or allow any encroachments upon or private use of the public right of way, except those authorized by permit. Coordinate all authorized permits with ADOT prior to construction. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use.
- h. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter Local Agency rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency rights of way. This temporary right will expire with completion of the Project. Project Contractor will be required to obtain any traffic control permits from the Local Agency for any right of way work within the City limits.
- i. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Local Project costs. Should the Local Agency request changes to the scope of

work of the Project, be responsible for the cost of said Local Agency requested changes, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 60 days of receipt of an invoice from the State.

- j. Submit an encroachment permit application with all required documentation to the State's Central District Permit Office for routine maintenance and emergency work. Provide appropriate insurance with each encroachment permit once, then annually for the maintenance and emergency work, to keep that permit valid. Notify the State's Central District Permit Office of any emergency maintenance work affecting the State right of way. Submit an encroachment permit application for any new construction or installation.
- k. In coordination with the State, inspect and oversee the testing as required per State and Local Agency standards, at no cost, of the water and sewer lines during construction and prior to completion and acceptance of the Project. Following the acceptance of the relocated water and sewer lines and the expiration of the applicable warranty period, be responsible for any and all future repairs, modifications, maintenance, damages to ADOT property resulting from a water/sewer line leak, or any other facilitation of use of these water and sewer lines unless the need for such future repairs, modifications, maintenance and/or damage to ADOT property are the result of the actions of ADOT.
- l. In coordination with the State and throughout the construction phase of the Project, inspect all Project improvements that the Local Agency will own, operate and maintain. Be responsible for any and all future repairs, modifications, maintenance, and damages to the Project improvements that the Local Agency will own, operate and maintain.
- m. After substantial completion of the Project and the expiration of the applicable warranty period, assume ownership, operation, and maintenance responsibilities, associated with the Local Project and the relocated water and sewer lines. Maintenance of the Project consists of routine/minor maintenance of all Local Agency requested improvements, including but not limited to colors and graphics and any and all future structural repairs to the Local Project.
- n. Within the Project limits, maintain the crossroads, frontage roads and the screen and sound walls located in the City's right of way, as shown in Exhibit B. The areas and features of maintenance include, but are not limited to: pathways, sidewalks, curb and gutter, driveways, pedestrian access ramps, street surfaces, shoulders, median dividers of crossroads, pavers, frontage roads, screen and sound walls, and surface drainage features feeding into the State's drainage system including catch basins. Maintenance activities include but are not limited to: sweeping, crack sealing, removal of spills and debris, graffiti removal, repair of potholes, leveling and/or patching of asphalt concrete pavement with premix, pavement markings, seal coating of oxidized pavement, litter and trash removal, repair of the surface/base of damaged pavement presenting a safety hazard, cracking and/or buckling of sidewalk, Homeless Encampment cleanup of any material that will generally fit in 50-gallon bags, and landscape. The repairs or maintenance performed by the Local Agency shall not compromise the safety and structural stability of the State facilities.

- o. Provide landscape maintenance of all features within the defined areas of the Local Agency's responsibility, see Exhibit B, in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses, and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning, and replanting, as required to maintain the landscaping and the irrigation installed as part of the Project, including all testing, adjusting, repairing, and operation of the irrigation system, and shall furnish all electrical power and water to operate the irrigation system, at its sole expense.
- p. Be responsible for the maintenance of the Local Agency's Intelligent Transportation System (ITS) including the Local Agency's fiber optic traffic signal interconnection located along the northbound frontage road between Elwood Street and Van Buren Street, and along Yuma Road from the southbound frontage road east to the entrance to the Canyon Trails shopping center, and maintenance of electrical power for the traffic signals at Lilac Street/Canyon Trails Boulevard, Yuma Road, Lower Buckeye Road and Elwood Street, maintenance includes but is not limited to, replacement and/or repair of all damaged traffic signal equipment, including knockdowns, and maintenance of the traffic signal equipment. Assume traffic signal timing and operations.
- q. Be responsible for the maintenance and electrical power for the roadway and underdeck lighting along Lilac Street/Canyon Trails Boulevard, Yuma Road, Lower Buckeye Road, and Broadway Road, maintenance includes but is not limited to, replacement and/or repair of all damaged roadway lighting equipment, including knockdowns, and maintenance of street and underdeck lighting.
- r. Furnish and install necessary water services from the water mains to the State's point of connection (POC) within the State's right of way, at the State's expense. The Local Agency agrees to provide all necessary water main lines required to bring the water to a point adjacent to where the water meters shall be located for the ADOT and Local Agency irrigation services at their own cost.
- s. Furnish all potable water at the design pressures stated in the design plans, to the maximum extent possible for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape located within the defined areas of the Local Agency's responsibility as set forth in Exhibit B, at Local Agency's expense.
- t. If reclaimed or remediate water is to be used in the future, agree to bear all costs of switching over the water lines for reclaimed and/or remediated water in the future for the landscaping. When the water lines switch over to reclaimed or remediated water, the water pressure range and volume will be consistent with the design parameters required for the landscaping. Reclaimed and/or remediated water shall be treated as required to ensure horticultural suitability as determined by the State.
- u. If reclaimed or remediate water is to be used in the future, be responsible for all associated costs to incorporate the reclaimed and remediated water for the Project. Be responsible for operation and maintenance costs of the reclaimed and remediated water system which includes but not limited to; booster-pumps, filters, and other

reclaimed/remediated features. Be responsible for repairing any disturbance of existing landscaping including but not limited to vegetation, decomposed granite, rock mulch, landform graphics and existing irrigation.

- v. At the conclusion of the contractor's maintenance and warranty period, referred to in the construction contract as the Landscape Establishment Phase, assume responsibility for maintenance of landscaping, landform graphics, decomposed granite and/or seeding including all testing adjusting repairing and operation of the irrigation system in areas designated for the Local Agency, as shown in Exhibit B. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticulture practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying pesticides to combat diseases and other pests, erosion repairs, pruning and replanting as required to maintain the landscaping.
- w. Assume responsibility of paying for the irrigation system electrical power necessary to operate the City's irrigation controllers and if applicable any booster pumps within the defined areas of the Local Agency's responsibility as set forth in Exhibit B for all time periods.
- x. Waive the requirements of A.R.S. § 28-7209.
- y. After final acceptance of the Project by the State and approval by Resolution of the State Transportation Board, accept jurisdiction, and maintenance responsibilities of the area depicted in Exhibit C.
- z. Comply with the latest edition Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration (FHWA) and adopted by ADOT, as per A.R.S. § 28-641, when performing any work under this Agreement. Traffic Control plans will be processed through the State's Central District Permits Office.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to this Agreement will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs for the Local Project incurred by the State up to the time of the termination. It is further

understood and agreed that in the event the State terminates this Agreement, the State shall in no way be obligated to complete or maintain the Local Project.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement except for the repayment to the Local Agency for any funding the Local Agency paid for the Local Project improvements not completed. The repayment obligations hereunder shall survive the termination of this Agreement.
8. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by the FHWA, as applicable.
9. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency shall provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
10. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
11. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

12. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records generated by the Local Agency relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
13. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act of 1964.
14. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."
15. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available, except for the repayment to the Local Agency for any funding the Local Agency paid for the Local Project improvements not completed. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph. The repayment obligations hereunder shall survive the termination of this Agreement.
16. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
17. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
18. Contractor Certifications. The State shall certify that all contractors comply with the applicable requirements of A.R.S. §§35-393.01 and 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
 Joint Project Agreement Section
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, AZ 85007
JPABranch@azdot.gov

City of Goodyear
 City Manager
 1900 N. Civic Square
 Goodyear, AZ 85395
wynette.reed@goodyearaz.gov

For Project Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Goodyear
Hugh Bigalk, PE
1900 N. Civic Square
Goodyear, AZ 85395
hugh.bigalk@goodyearaz.gov

For Financial Administration:

Arizona Department of Transportation
Project Management Group
205 S. 17th Avenue, Mail Drop 614E
Phoenix, AZ 85007
PMG@azdot.gov

City of Goodyear
City Attorney
1900 N. Civic Square
Goodyear, AZ 85395
roric.massey@goodyearaz.gov

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
22. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
23. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

Reminder of this page is intentionally left blank

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF GOODYEAR

By _____ Date _____
JOE PIZZILLO
Mayor

ATTEST:

By _____ Date _____
JASMINE PERNICANO
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GOODYEAR, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date _____
City Attorney

ATTEST:

By _____ Date _____
JASMINE PERNICANO
City Clerk

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
AUDRA MERRICK, PE
Infrastructure Delivery and Operations Division
Division Director

This Agreement between public agencies, the State of Arizona and the City of Goodyear, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

EXHIBIT A
Cost Estimate

H6870 01D/01C

The Project costs are estimated as follows:

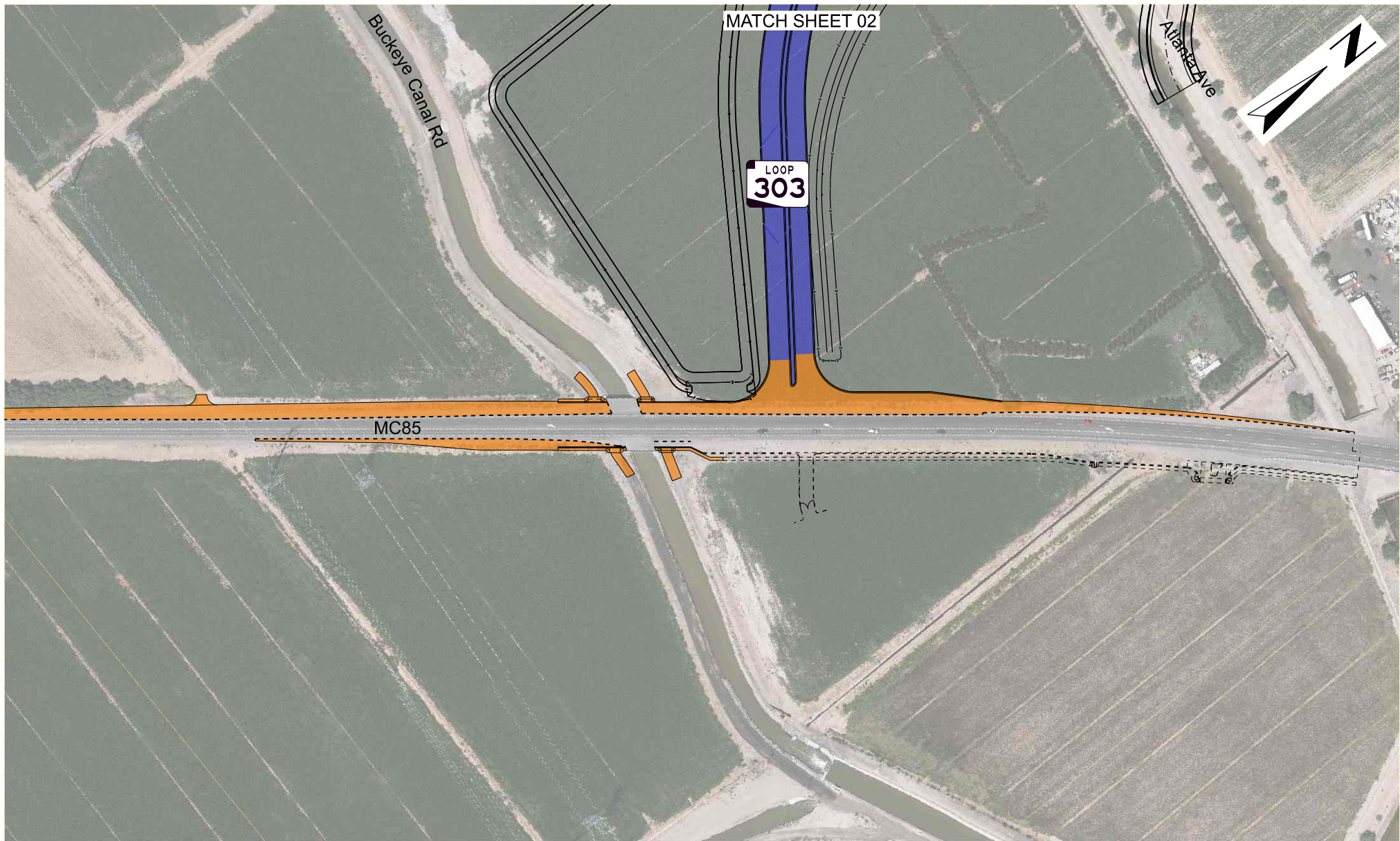
Scoping/Design:

Local Agency's costs @ 100%	<u>\$ 9,403</u>
Subtotal – Scoping/Design	\$ 9,403

Construction:*

Local Agency's costs @ 100%	<u>\$ 2,180,886</u>
Subtotal – Construction	\$ 2,180,886
Estimated TOTAL Project Cost	\$ 2,190,289

* (Includes a minimum 15% construction engineering (CE), 5% Project contingencies, and 7.9% indirect cost allocation plan (ICAP))

**LEGEND:**

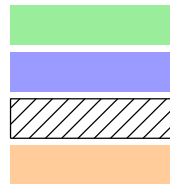
Goodyear Maintenance

ADOT Maintenance

ADOT SR303L Bridge Maintenance

County Maintenance

NOTE:
ADOT to Structurally Maintain PCCP and SR303L Bridges



**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

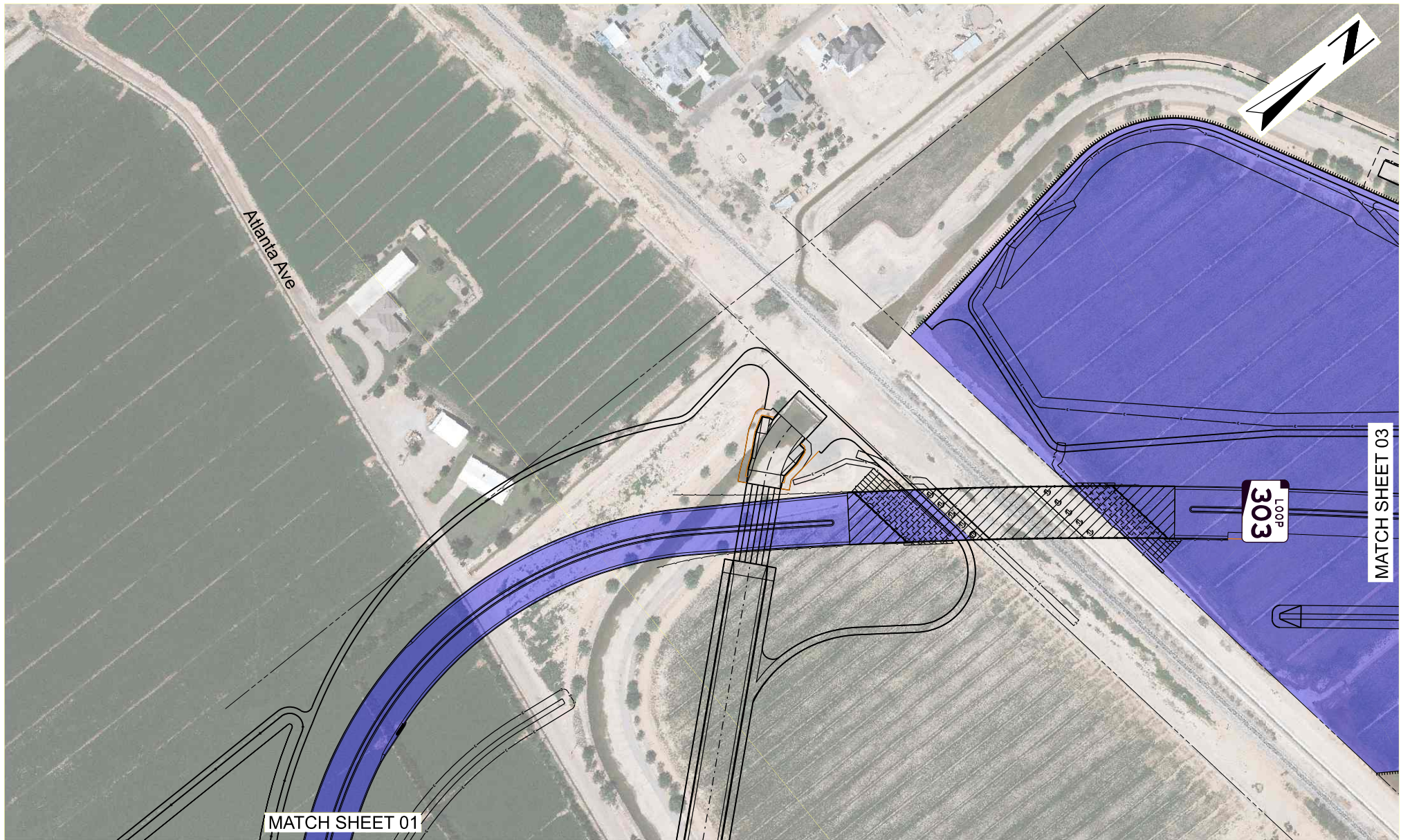
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: MC85



DATE: 03/12/2024

SHEET: 01 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

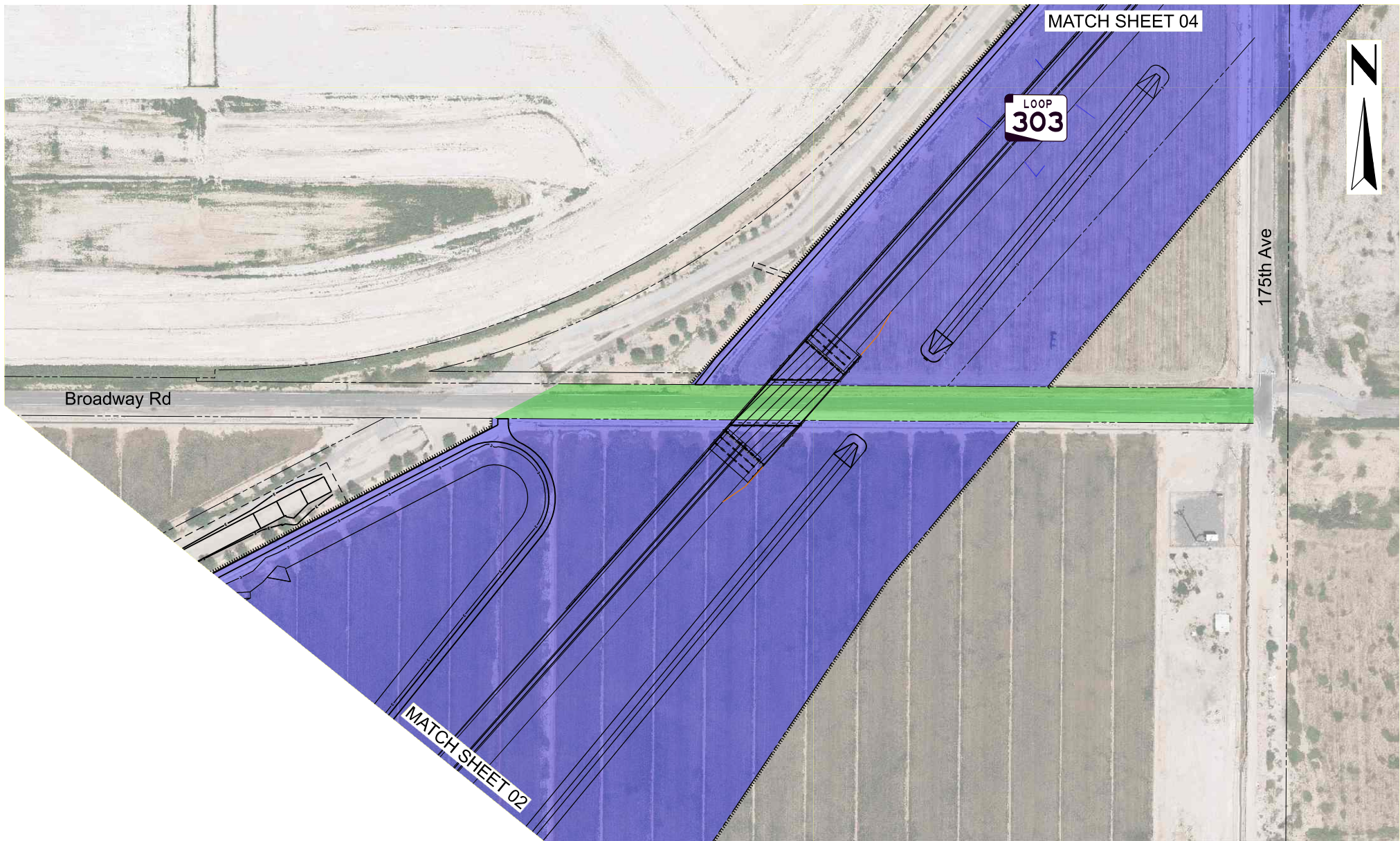
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: SR303L



DATE: 03/12/2024

SHEET: 02 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

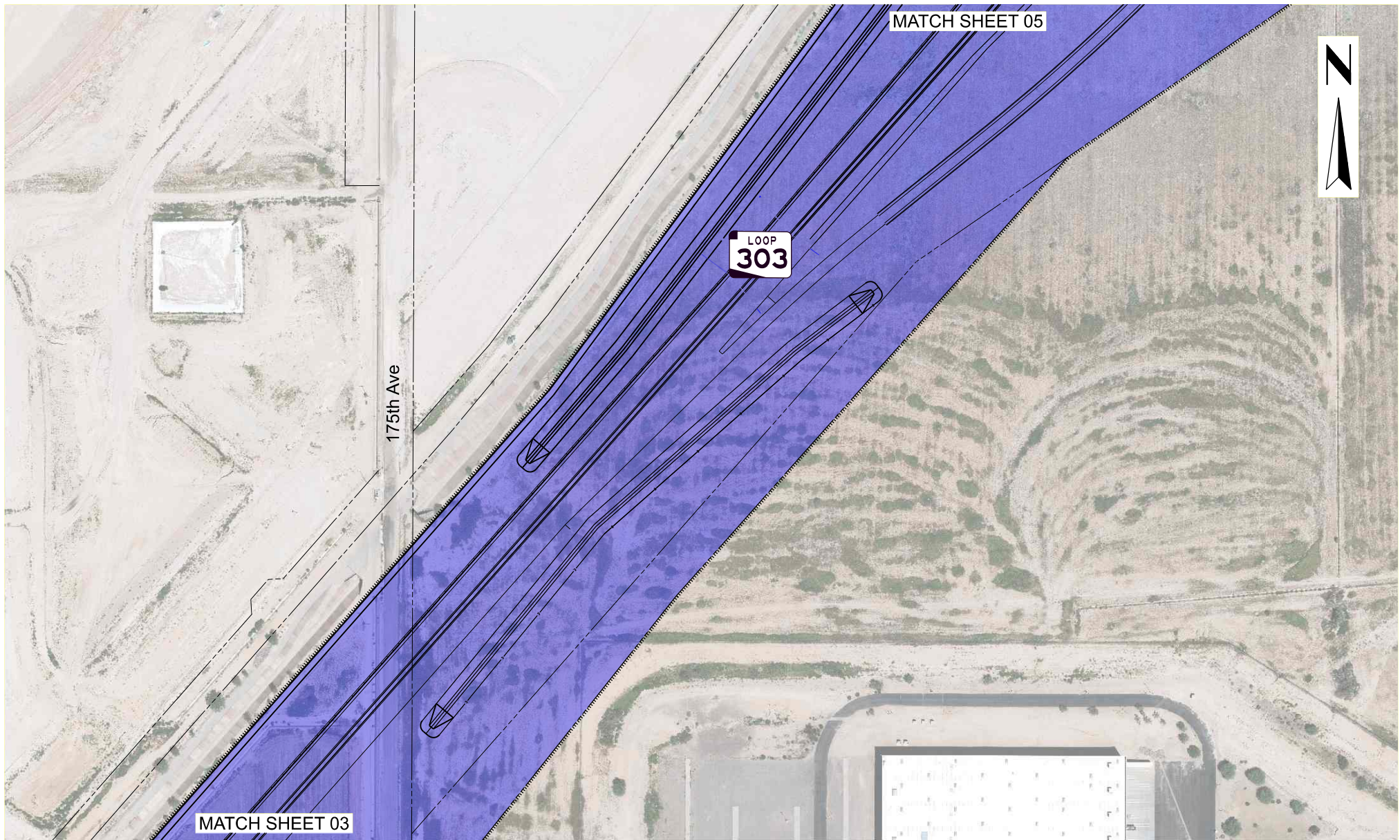
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: SR303L



DATE: 03/12/2024

SHEET: 03 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

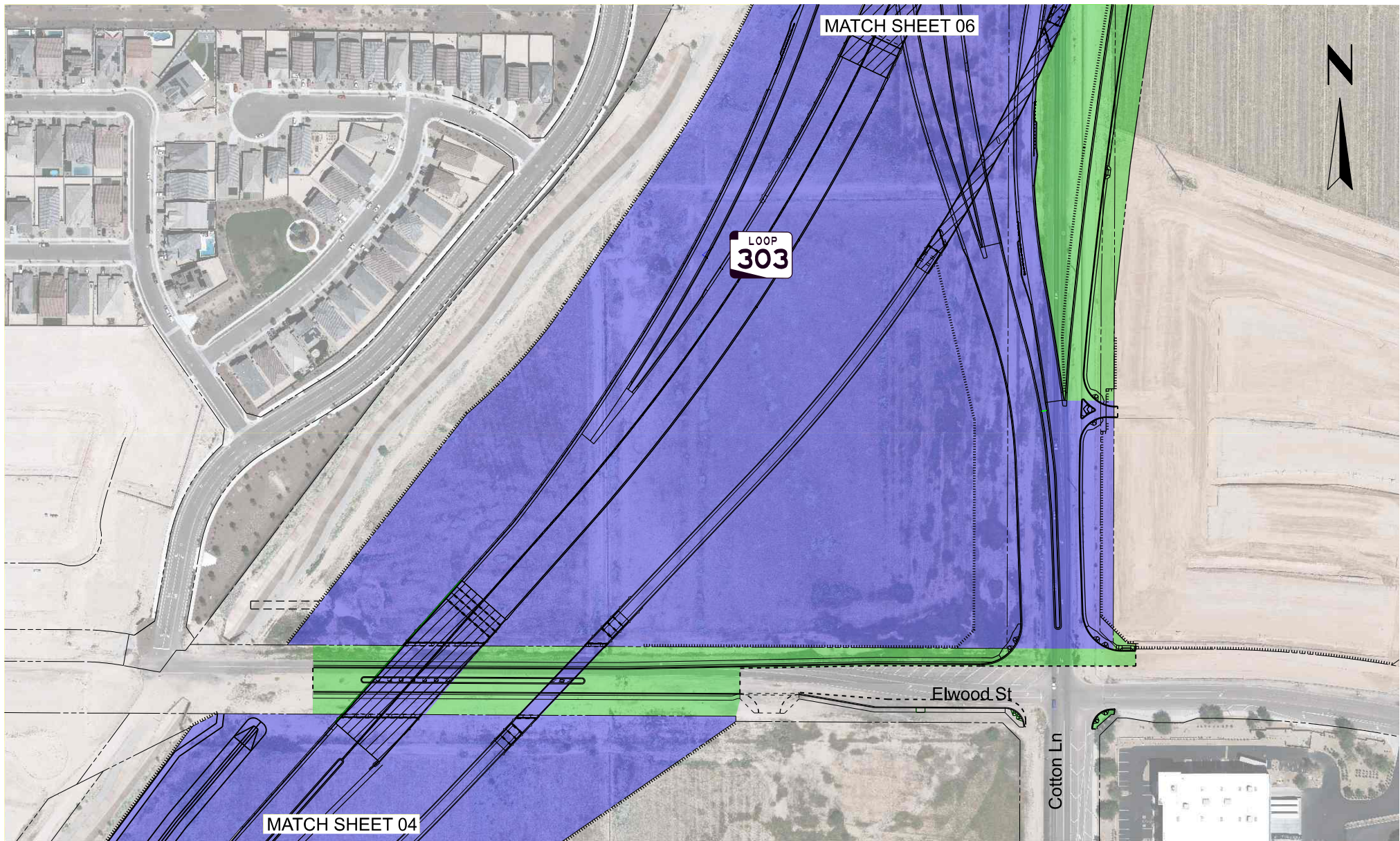
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: SR303L



DATE: 03/12/2024

SHEET: 04 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

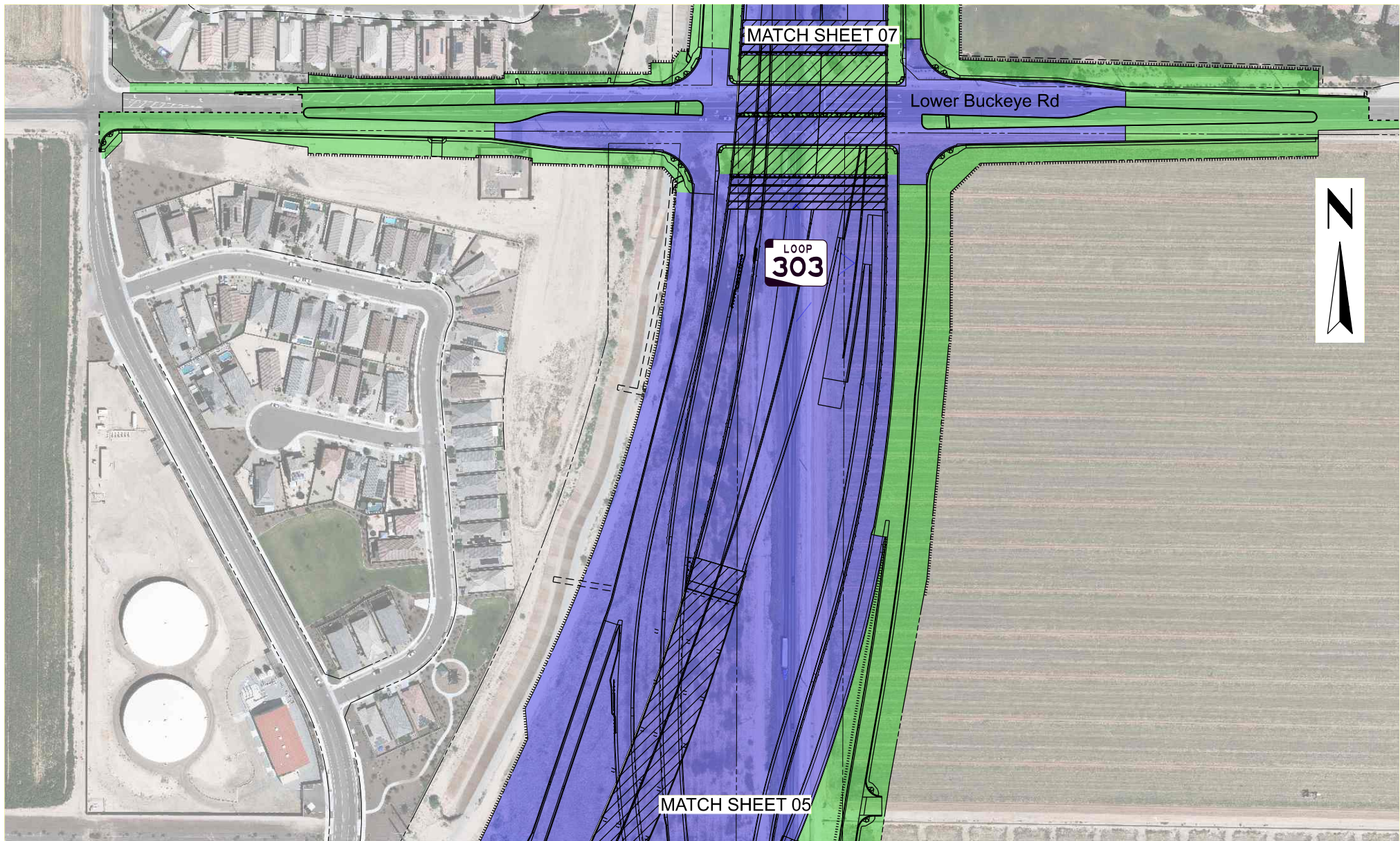
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Elwood Street & Frontage Roads



DATE: 03/12/2024

SHEET: 05 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Lower Buckeye Road & Frontage Roads



DATE: 03/12/2024

SHEET: 06 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

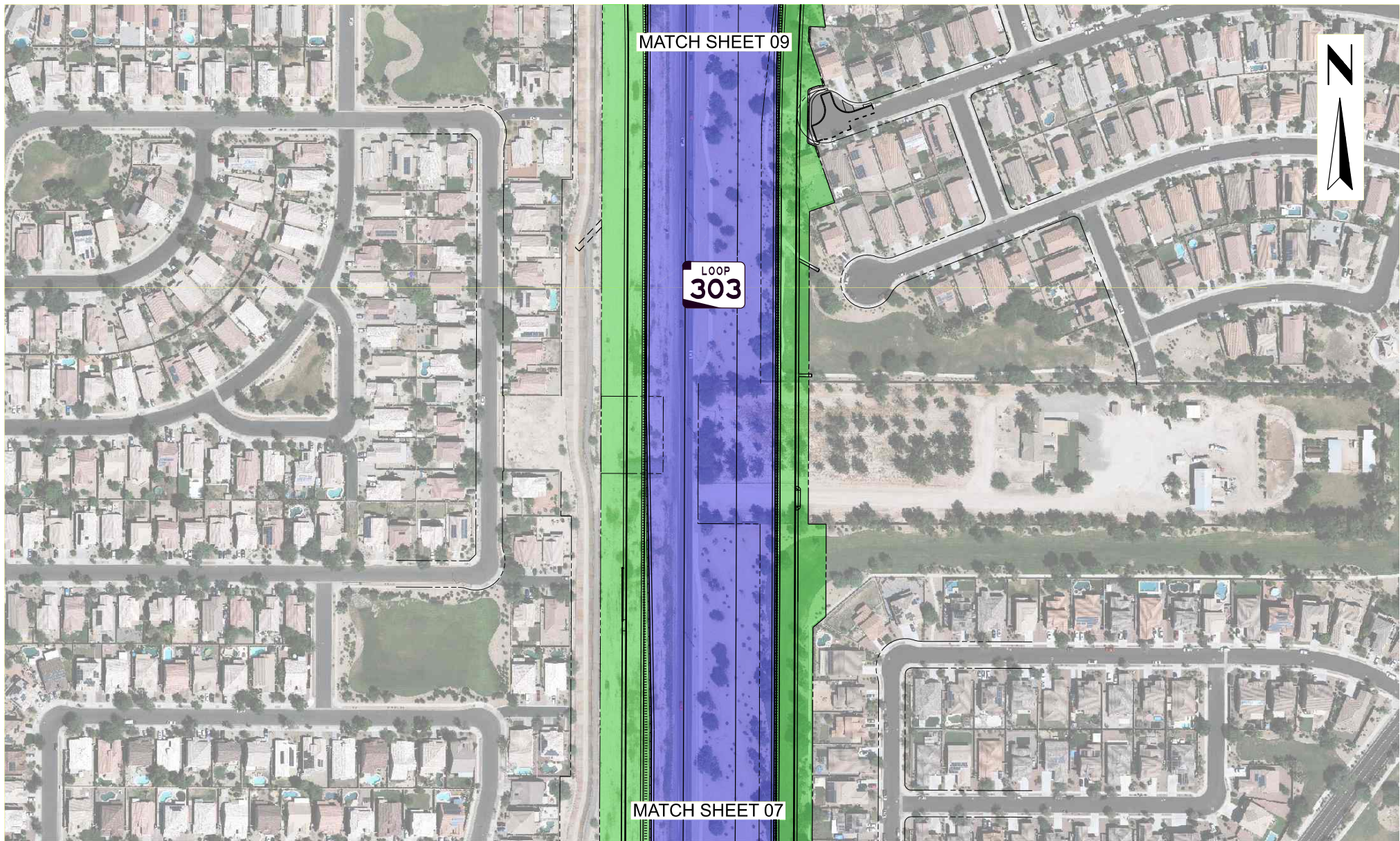
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Frontage Roads North of Lower Buckeye Road



DATE: 03/12/2024

SHEET: 07 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

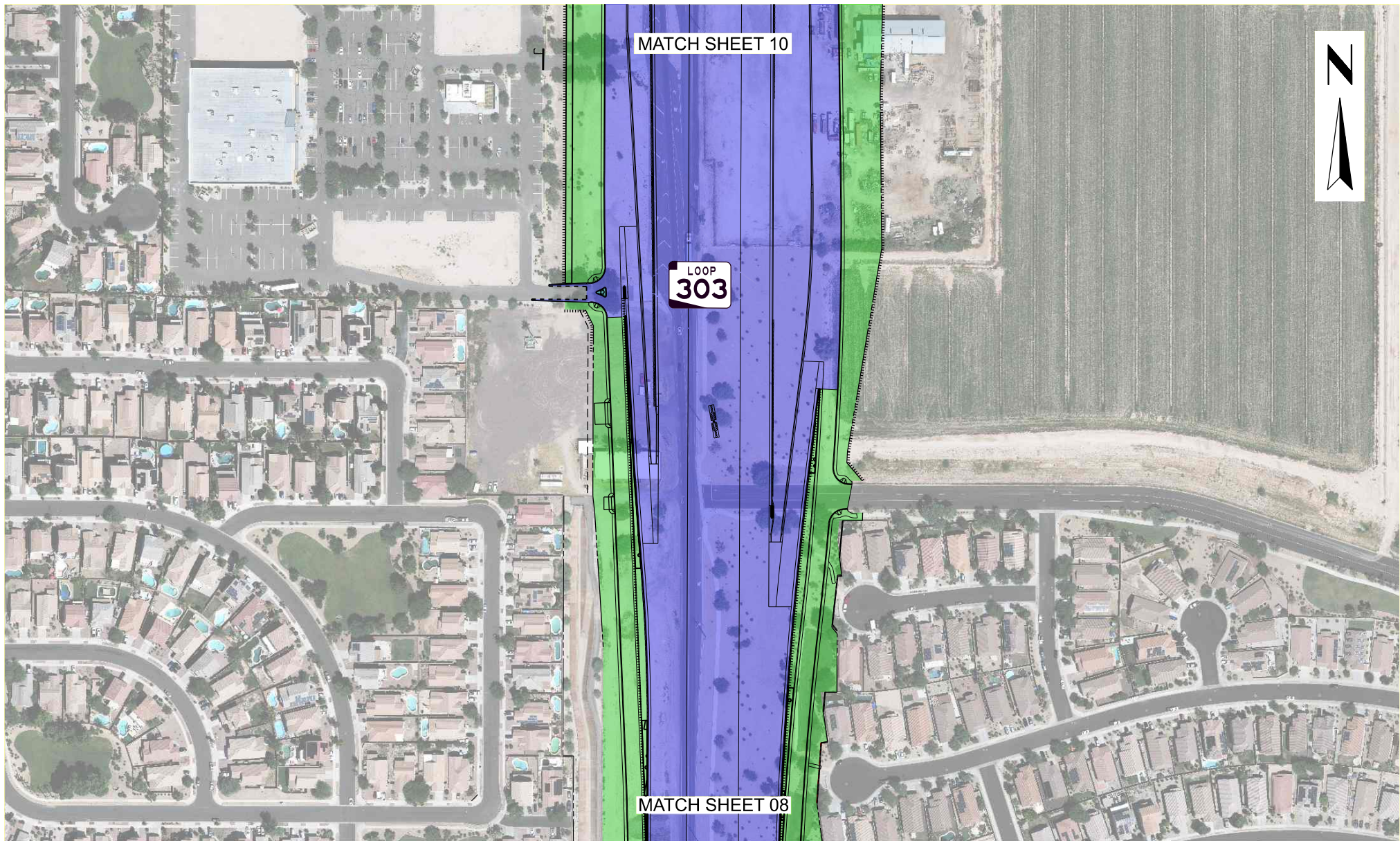
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Frontage Roads North of Lower Buckeye Road



DATE: 03/12/2024

SHEET: 08 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT

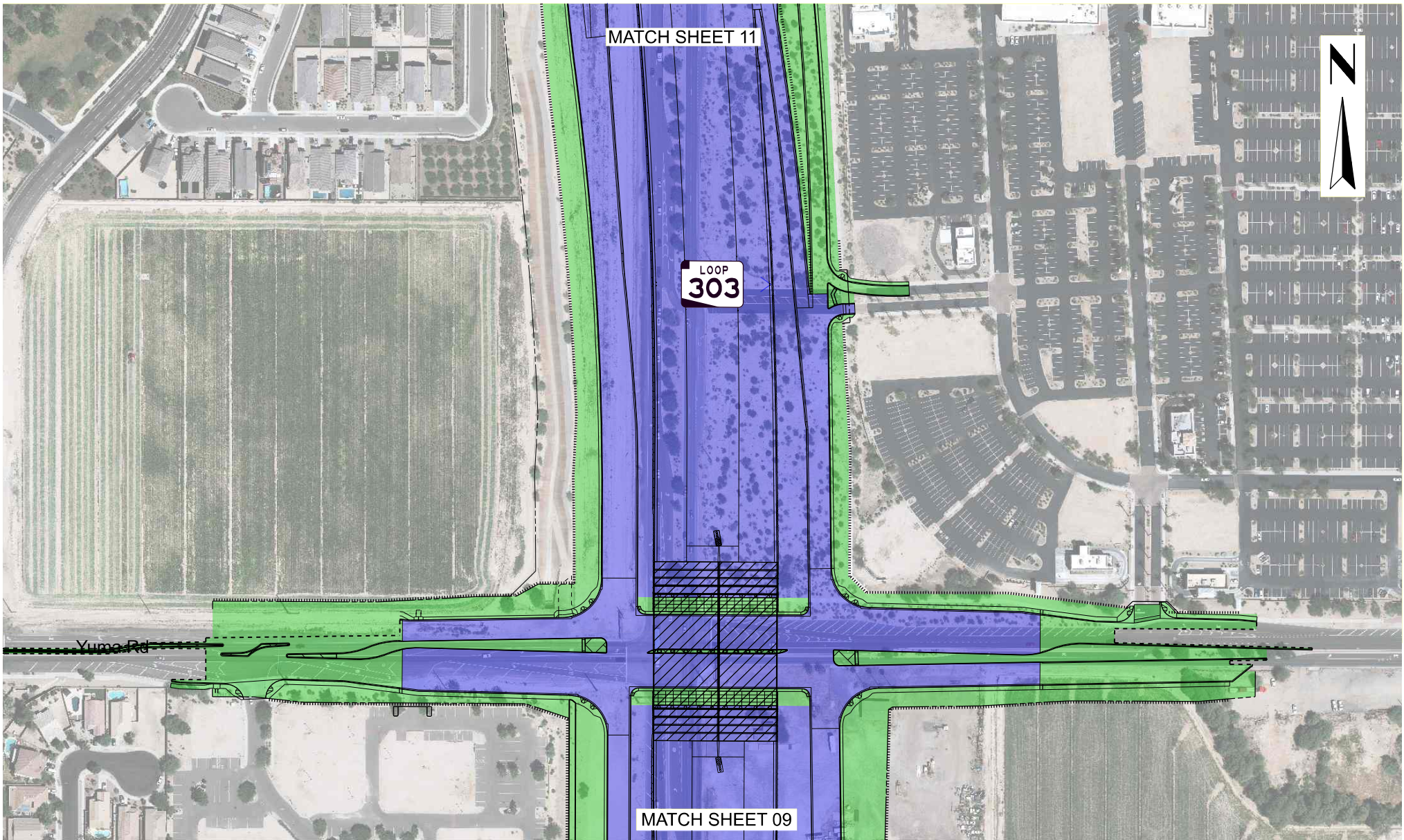
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Frontage Roads South of Yuma Road



DATE: 08/21/2024

SHEET: 09 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



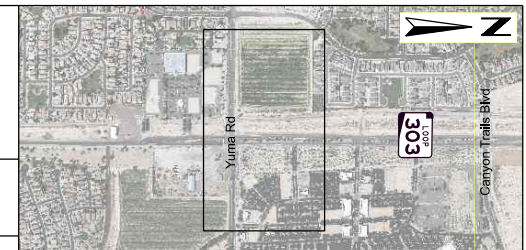
NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

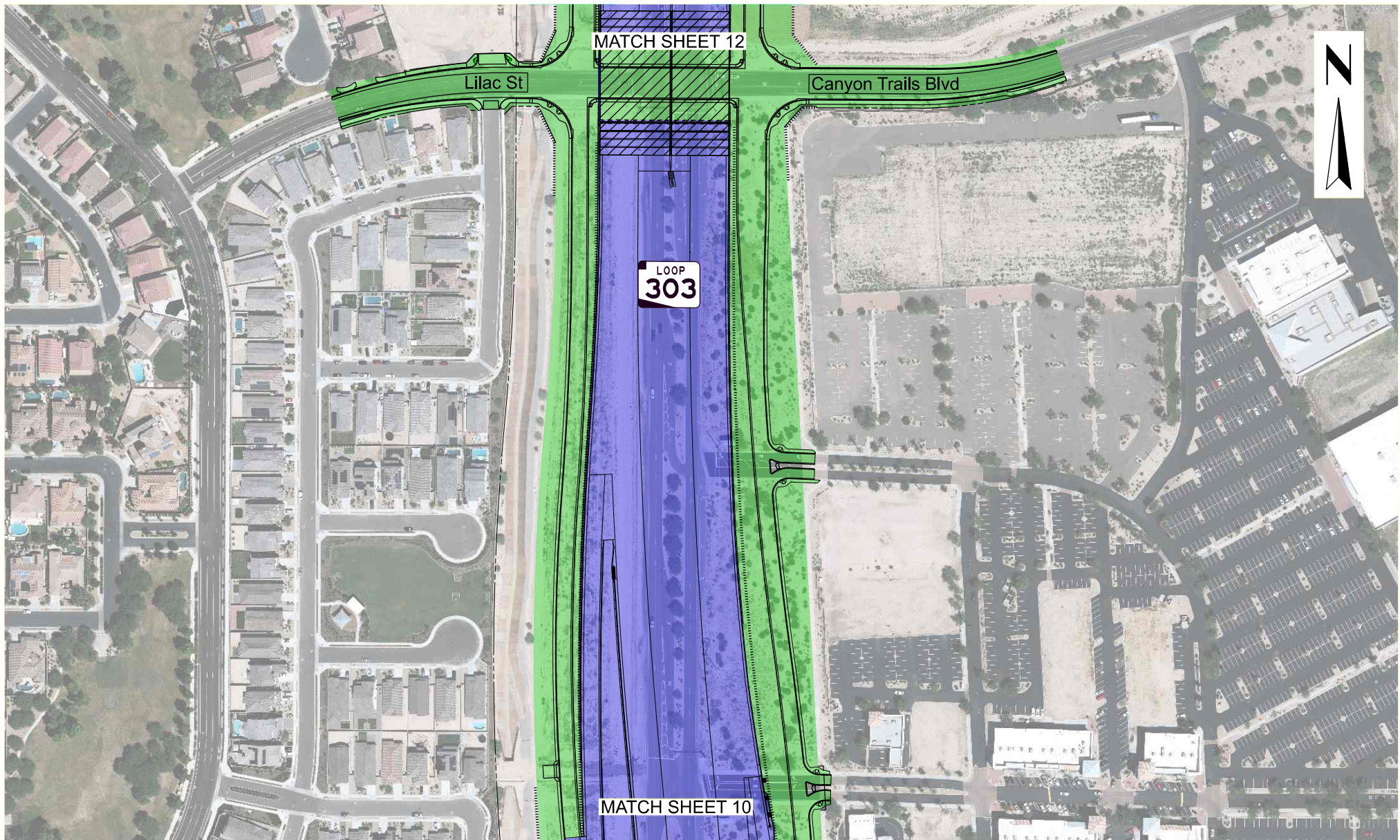
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Frontage Roads & Yuma Road



DATE: 08/21/2024

SHEET: 10 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

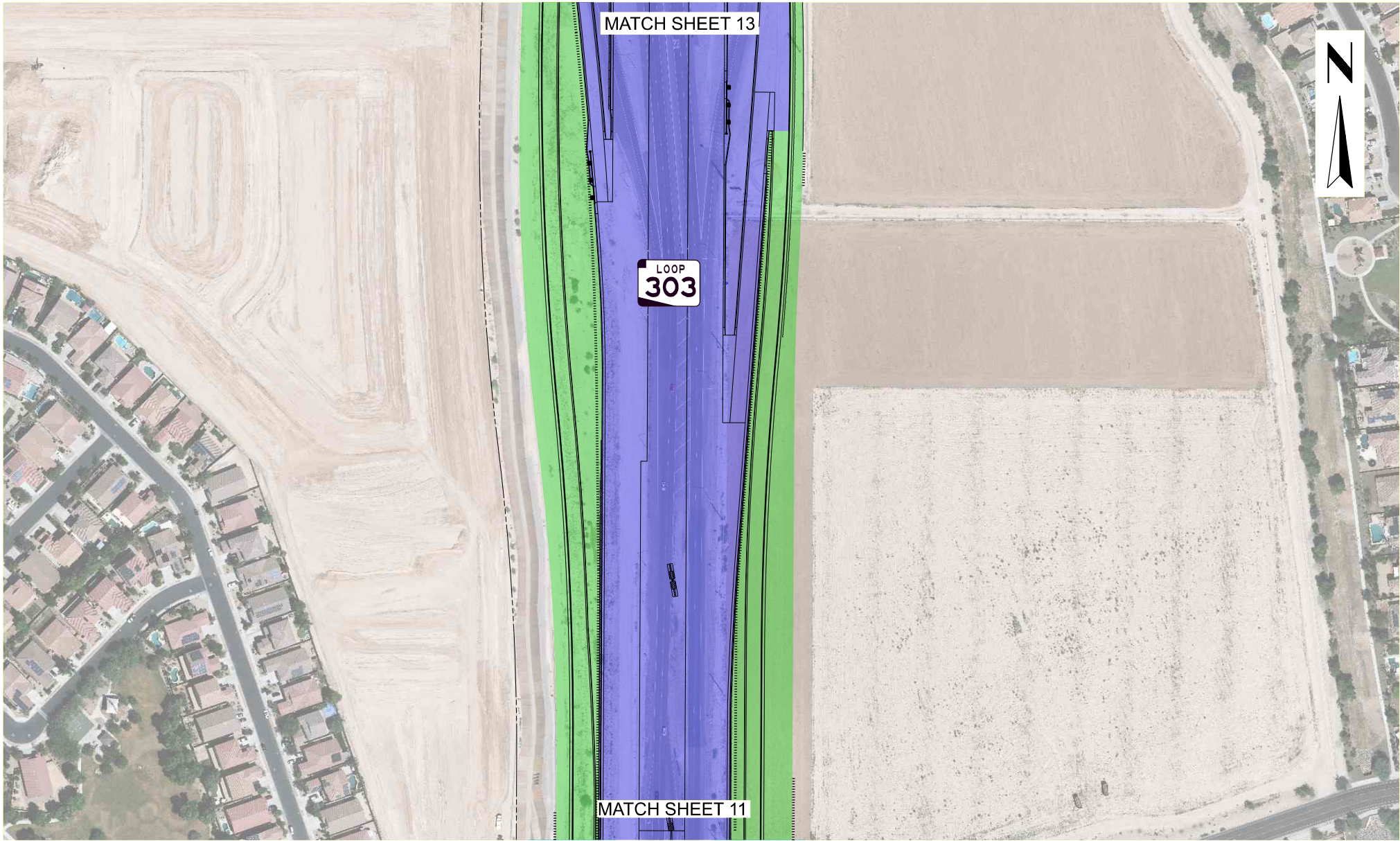
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Frontage Roads & Canyon Trails Blvd



DATE: 08/21/2024

SHEET: 11 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

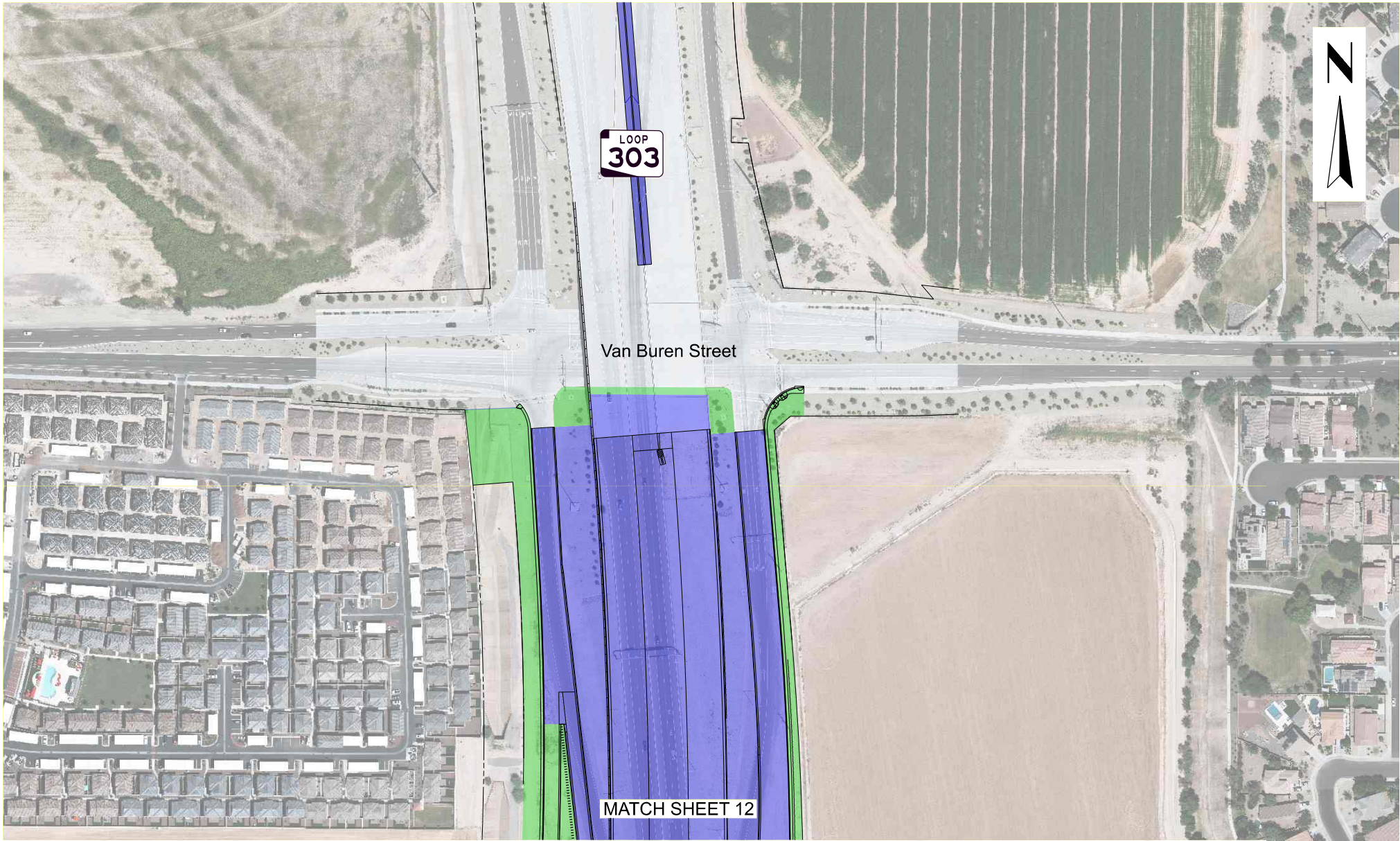
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Frontage Roads South of Van Buren Street



DATE: 08/21/2024

SHEET: 12 OF 13



LEGEND:

Goodyear Maintenance



ADOT Maintenance



ADOT SR303L Bridge Maintenance



NOTE:

ADOT to Structurally Maintain PCCP and SR303L Bridges

**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

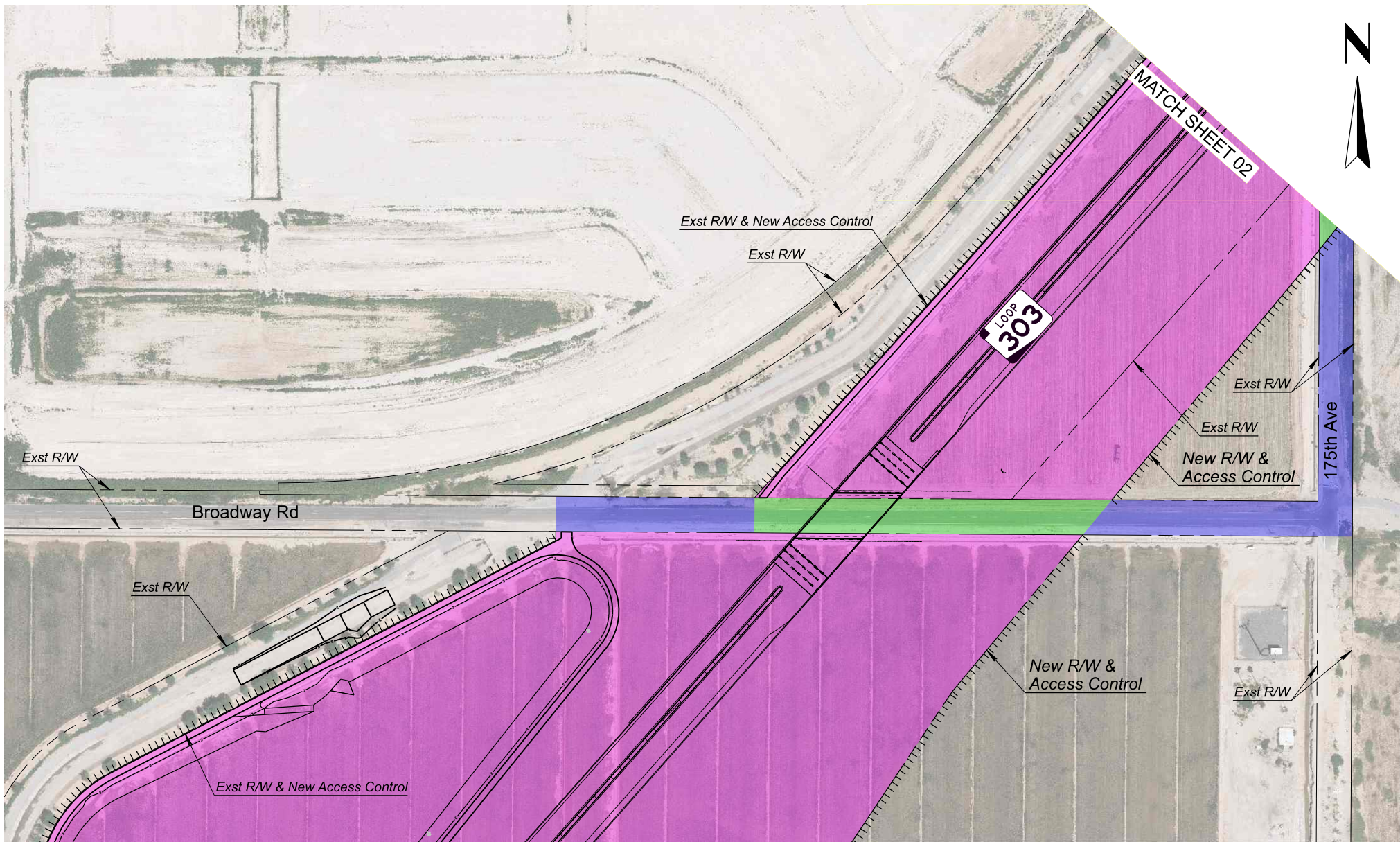
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Van Buren Street & Frontage Roads



DATE: 08/21/2024

SHEET: 13 OF 13

**LEGEND:**

New R/W to be acquired in fee by ADOT and retained by ADOT after completion of construction



Existing City R/W to be utilized by ADOT during construction



R/W area to be acquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction



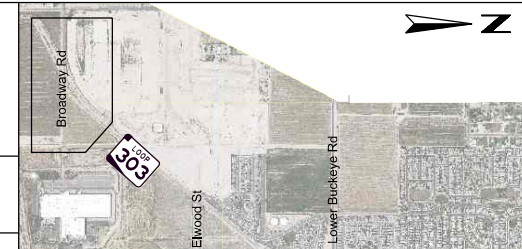
New R/W to be acquired in fee by ADOT and then abandoned to the City after completion of construction



ADOT / CITY OF GOODYEAR INTERGOVERNMENTAL AGREEMENT

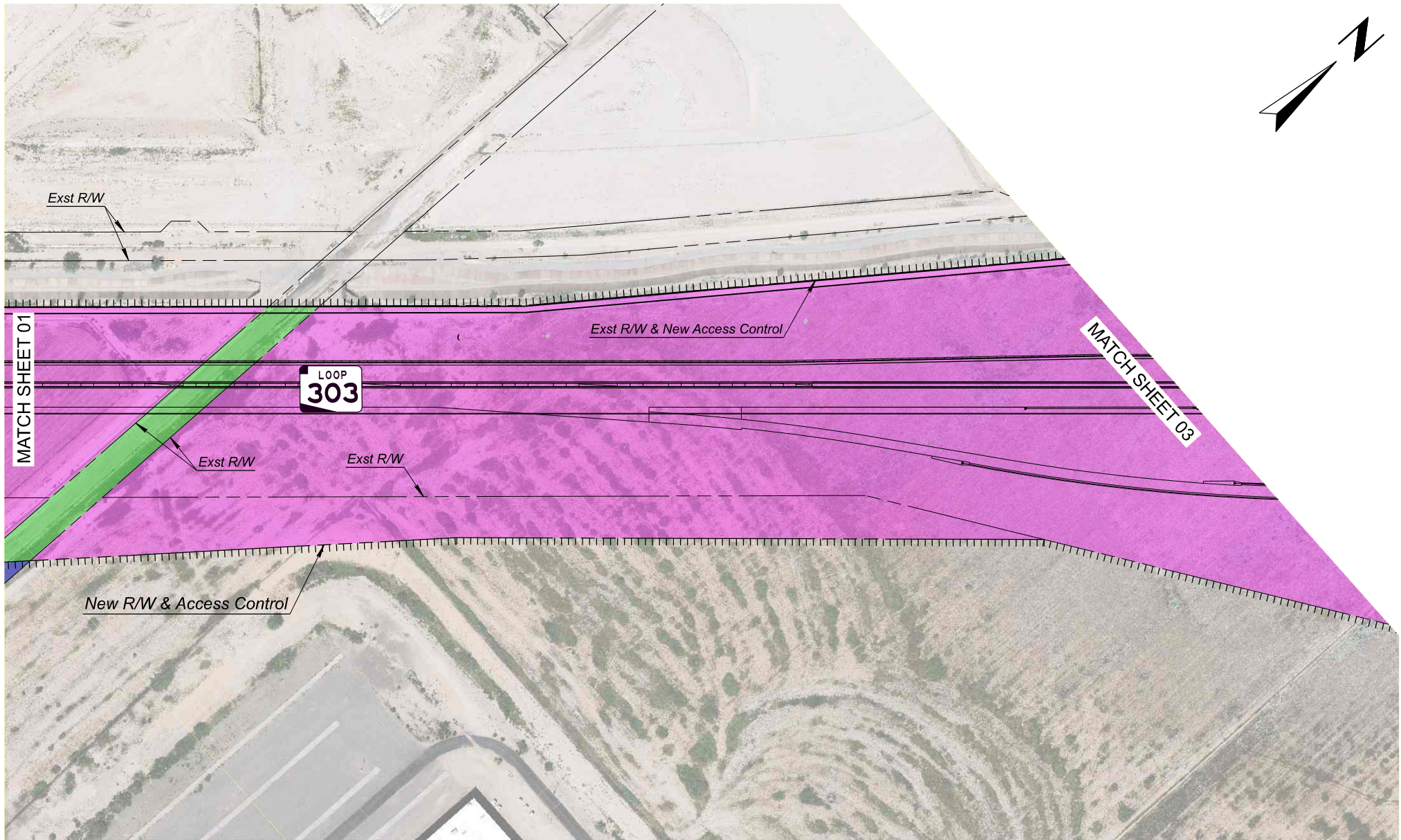
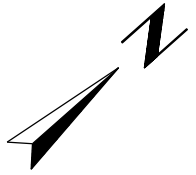
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Broadway Road



DATE: 08/29/2024

SHEET: 01 OF 09



LEGEND:

New R/W to be acquired in fee by ADOT and retained by ADOT after completion of construction



Existing City R/W to be utilized by ADOT during construction



R/W area to be acquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction



New R/W to be acquired in fee by ADOT and then abandoned to the City after completion of construction



**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

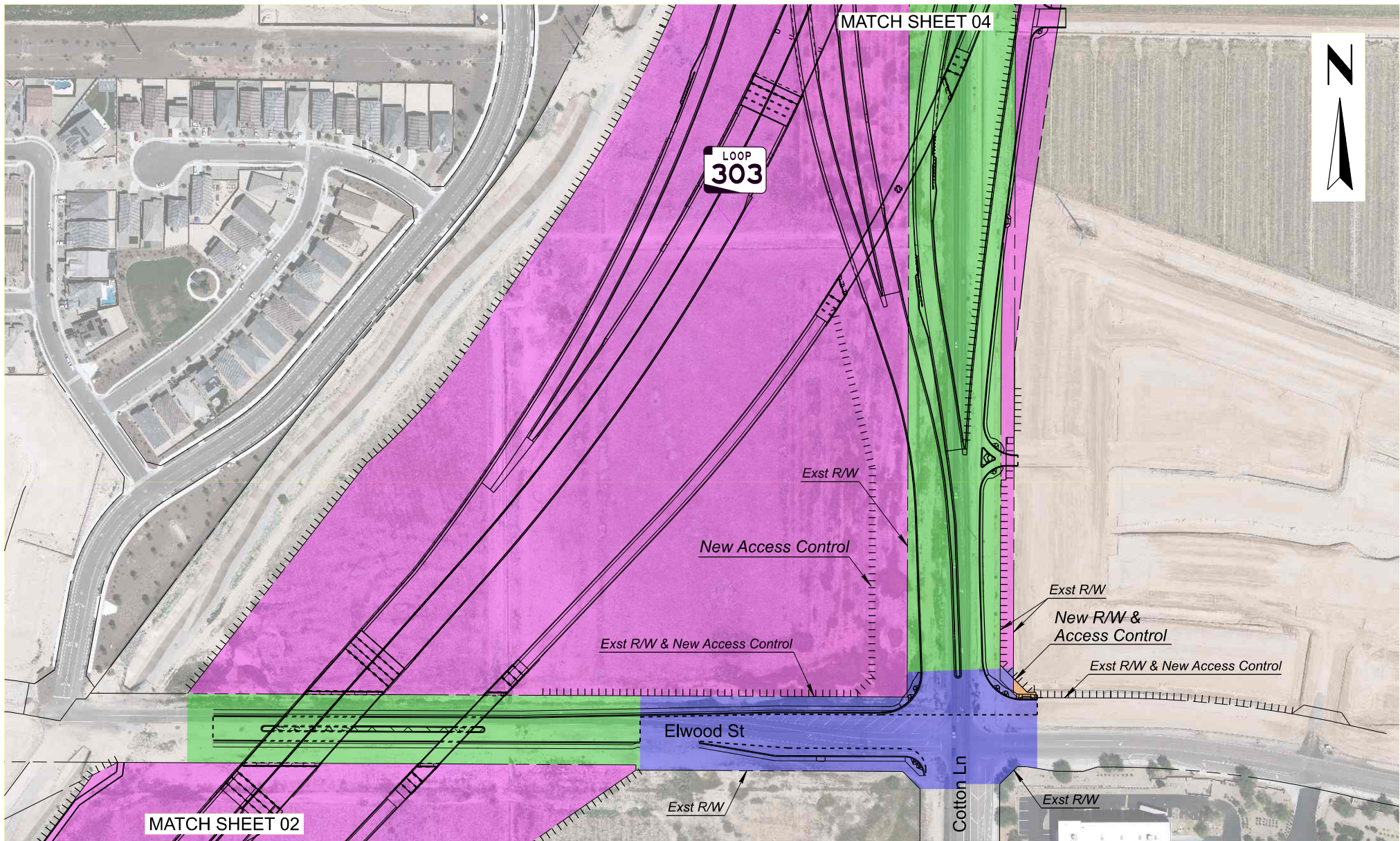
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: SR303L



DATE: 08/29/2024

SHEET: 02 OF 09



LEGEND:

New R/W to be aquired in fee by ADOT and retained by ADOT after completion of construction



Existing City R/W to be utilized by ADOT during construction



R/W area to be aquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction



New R/W to be aquired in fee by ADOT and then abandoned to the City after completion of construction



ADOT / CITY OF GOODYEAR INTERGOVERNMENTAL AGREEMENT

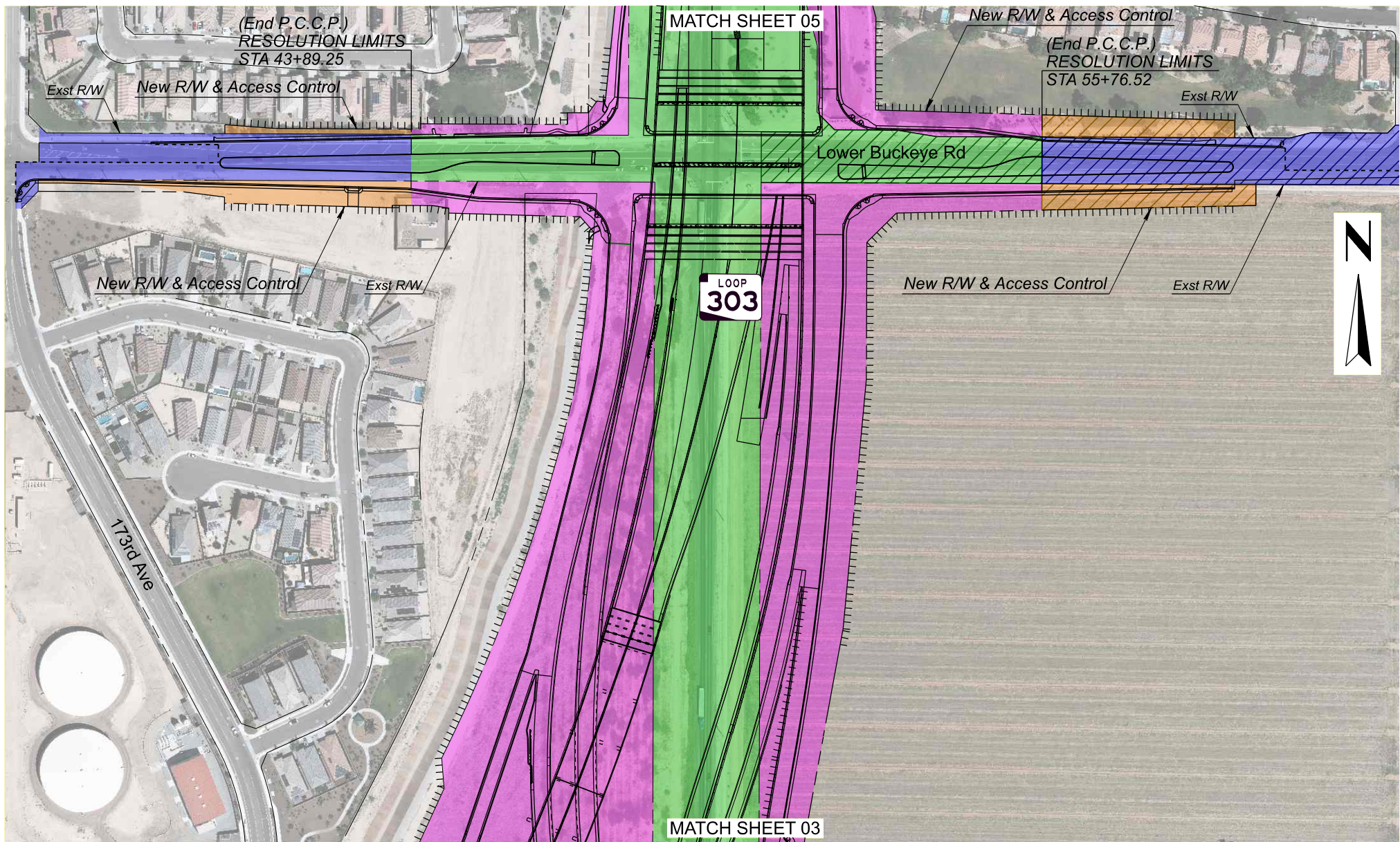
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Elwood Street



DATE: 08/29/2024

SHEET: 03 OF 09



LEGEND:

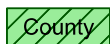
New R/W to be aquired in fee by ADOT and retained by ADOT after completion of construction



Existing City R/W to be utilized by ADOT during construction



R/W area to be aquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction



New R/W to be aquired in fee by ADOT and then abandoned to the City after completion of construction



**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

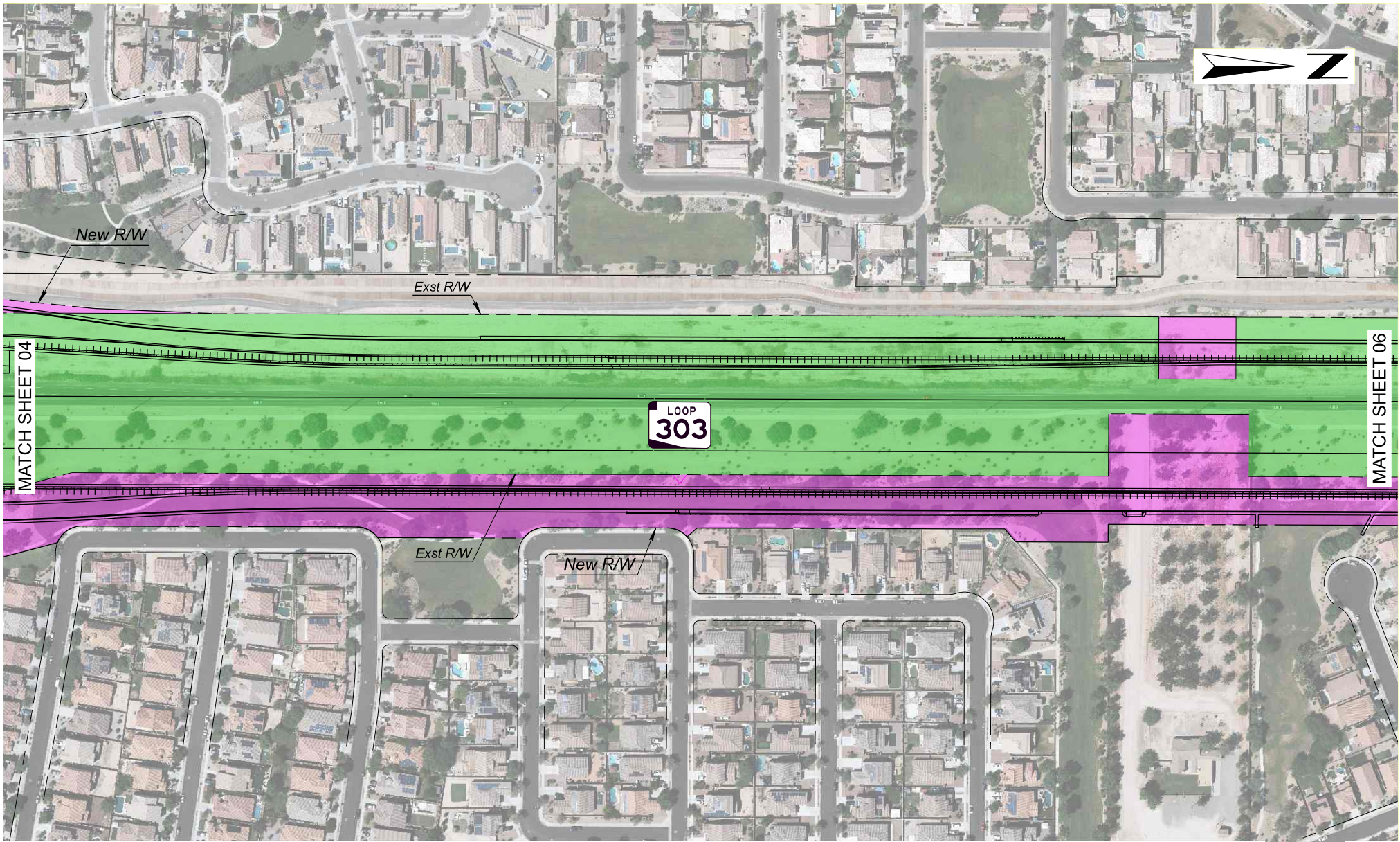
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Lower Buckeye Road



DATE: 08/29/2024

SHEET: 04 OF 09



LEGEND:

New R/W to be acquired in fee by ADOT and retained by ADOT after completion of construction



Existing City R/W to be utilized by ADOT during construction



R/W area to be acquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction



New R/W to be acquired in fee by ADOT and then abandoned to the City after completion of construction



ADOT / CITY OF GOODYEAR INTERGOVERNMENTAL AGREEMENT

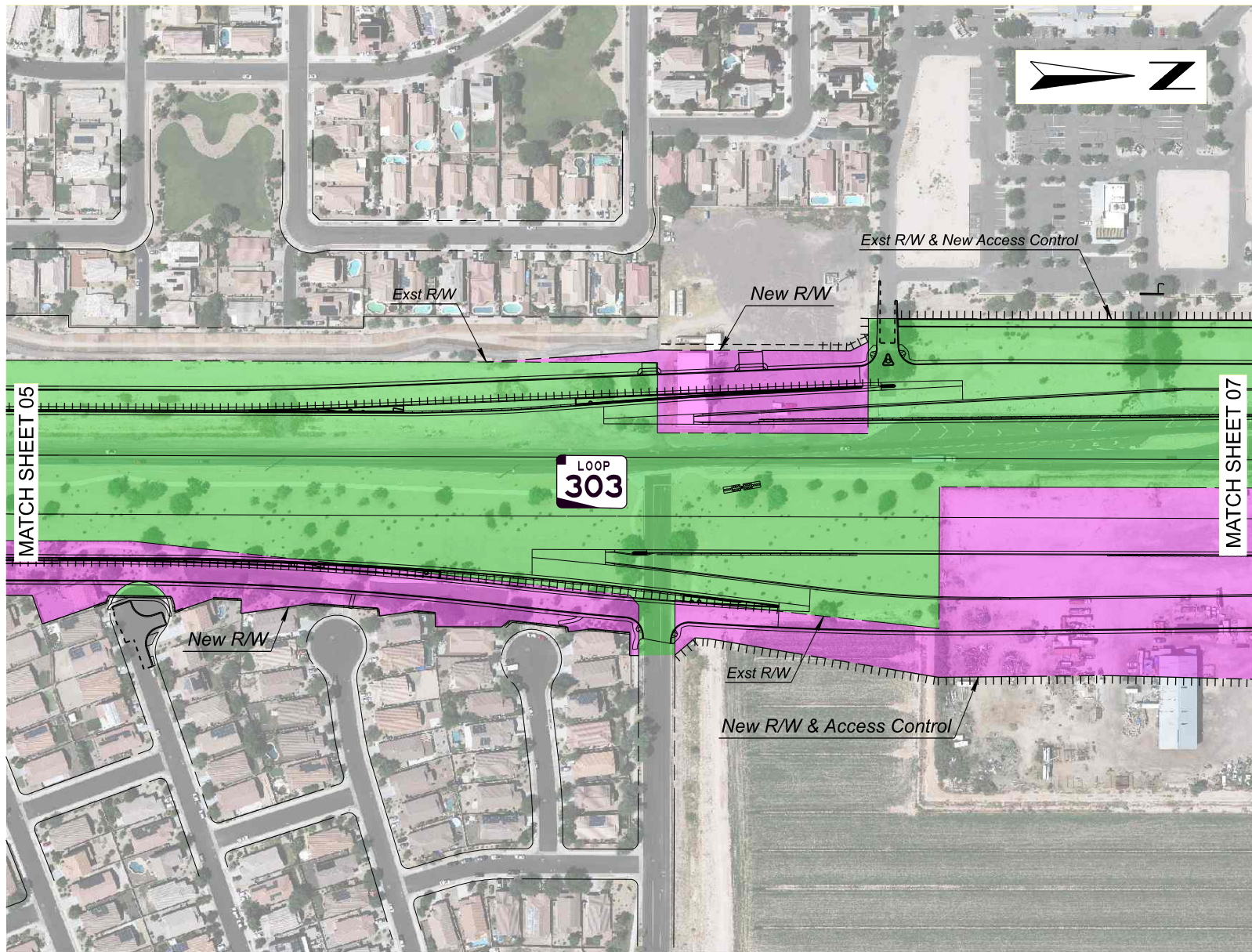
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: SR303L



DATE: 08/29/2024

SHEET: 05 OF 09



LEGEND:

New R/W to be acquired in fee by ADOT and retained by ADOT after completion of construction



Existing City R/W to be utilized by ADOT during construction



R/W area to be acquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction



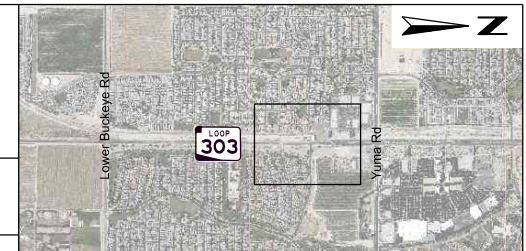
New R/W to be acquired in fee by ADOT and then abandoned to the City after completion of construction



**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

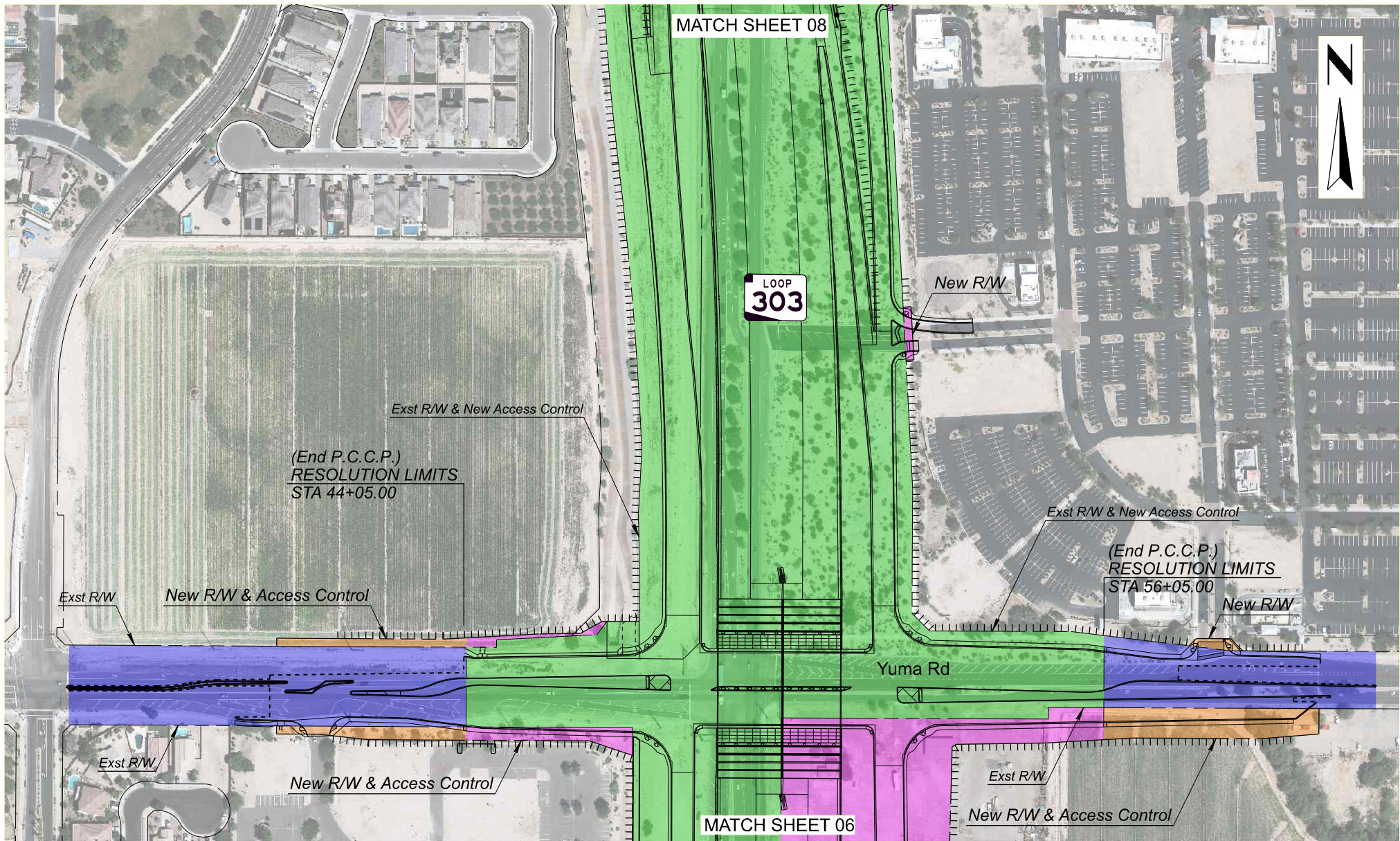
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: SR303L



DATE: 08/29/2024

SHEET: 06 OF 09



LEGEND:

New R/W to be acquired in fee by ADOT and retained by ADOT after completion of construction



Existing City R/W to be utilized by ADOT during construction



R/W area to be acquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction



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ADOT / CITY OF GOODYEAR INTERGOVERNMENTAL AGREEMENT

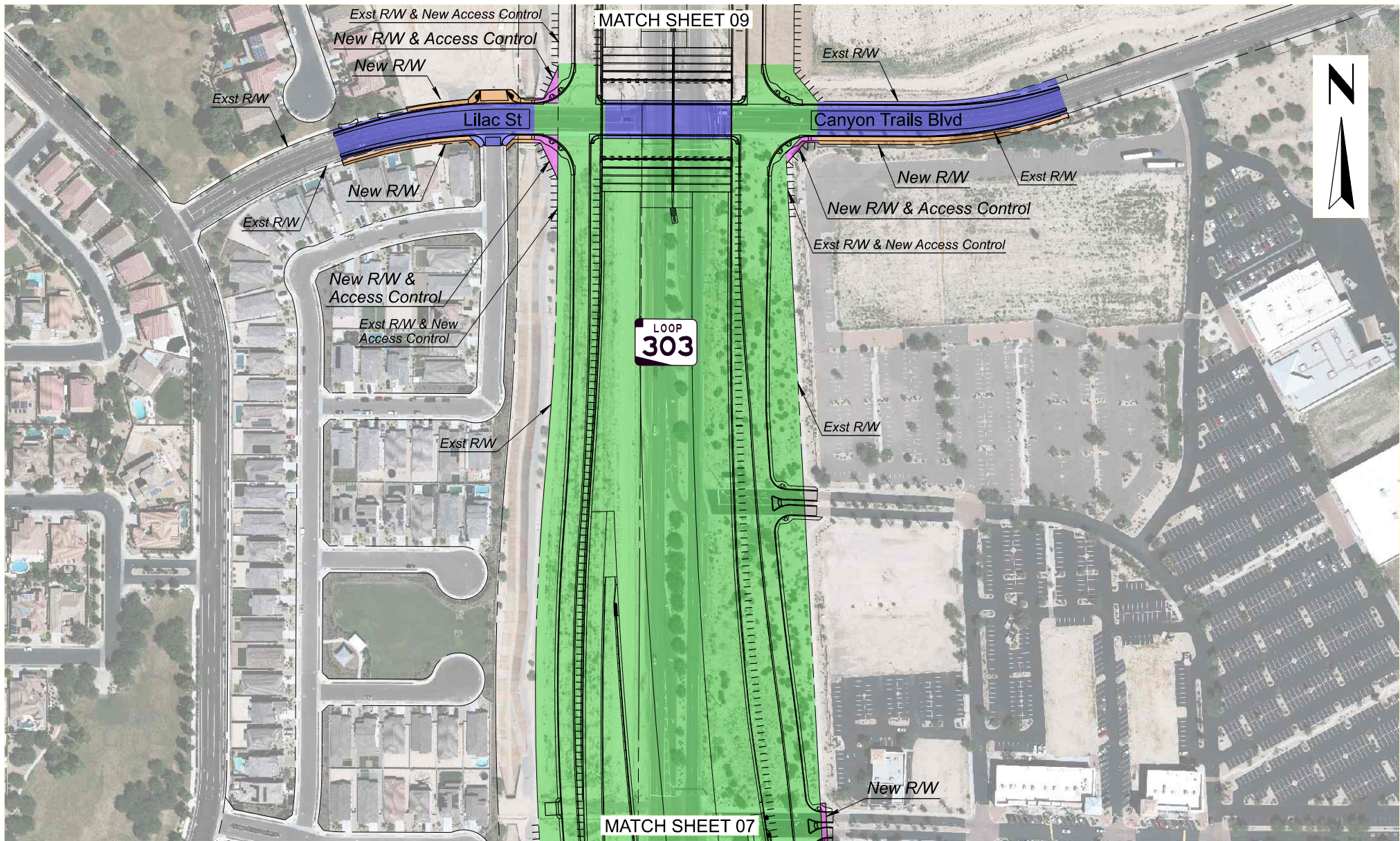
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Yuma Road



DATE: 08/29/2024

SHEET: 07 OF 09



LEGEND:

New R/W to be aquired in fee by ADOT and retained by ADOT after completion of construction



Existing City R/W to be utilized by ADOT during construction



R/W area to be aquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction



New R/W to be aquired in fee by ADOT and then abandoned to the City after completion of construction



ADOT / CITY OF GOODYEAR INTERGOVERNMENTAL AGREEMENT

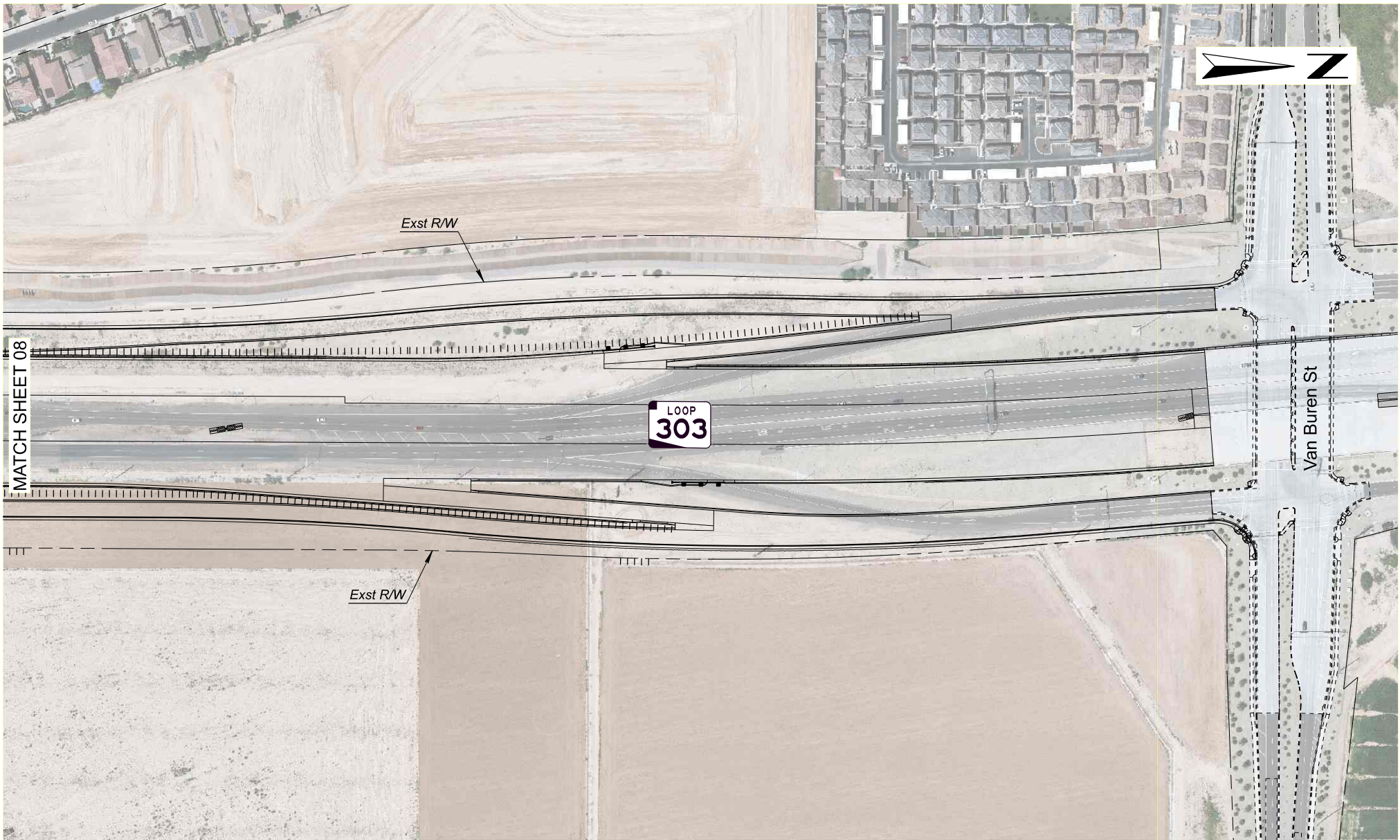
SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: Lilac St / Canyon Trails Blvd



DATE: 08/29/2024

SHEET: 08 OF 09



LEGEND:

New R/W to be aquired in fee by ADOT and retained by ADOT after completion of construction



Existing City R/W to be utilized by ADOT during construction



R/W area to be aquired from the City by State Transportation Board resolution and retained by ADOT after completion of construction



New R/W to be aquired in fee by ADOT and then abandoned to the City after completion of construction



**ADOT / CITY OF GOODYEAR
INTERGOVERNMENTAL AGREEMENT**

SEGMENT: SR303L Estrella Freeway (Phase I)

LOCATION: SR303L



DATE: 08/29/2024

SHEET: 09 OF 09

ITEM #: 9.
DATE: 06/09/2025
AI #:2703



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF THE PURCHASE AGREEMENT WITH THE STATE OF ARIZONA RELATED TO THE EXTENSION OF STATE ROUTE LOOP 303

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

SUMMARY

Approval of this action item will provide the authorization to proceed with negotiations and the sale of City-owned property to the State of Arizona.

STRATEGIC PLAN ALIGNMENT



INFRASTRUCTURE

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2474 APPROVING PURCHASE AGREEMENT WITH THE STATE OF ARIZONA RELATED TO THE EXTENSION OF STATE ROUTE LOOP 303, AUTHORIZING STAFF TO MAKE CHANGES, IMPOSING CONDITIONS FOR THE EXECUTION OF THE PURCHASE AGREEMENT AND AUTHORIZING EXECUTION OF DOCUMENTS. (Kimberly Romero, Real Estate Supervisor)

STIPULATIONS

The State of Arizona Department of Transportation (ADOT) and the City must come to a mutually agreed-upon purchase agreement, conveying deed, temporary construction easement, and right of entry; the square footage of the City-owned property being acquired must be confirmed, including all minor terms related to the future easements required that are being finalized.

FISCAL IMPACT

All costs associated with the extension of State Route Loop 303 will be borne by ADOT, except for items identified in a separate agreement that are included in the fiscal year 2026 budget. This agreement will result in the City receiving compensation for currently City-owned property based on ADOT's appraised value of \$12.00 per square foot as well as \$111,636 for a temporary construction easement. The estimated \$32.6 million of revenue for the sale of property was not anticipated as a part of the budget.

BACKGROUND AND PREVIOUS ACTIONS

ADOT is extending State Route Loop 303 (Loop 303) by designing and constructing the section of Loop 303 between Maricopa County Route 85 (MC 85) and Van Buren Street. Since the Loop 303 project runs through the City, ADOT must acquire portions of City right-of-way, City-owned property, and temporary construction easements. As part of the Loop 303 Project, various City-owned water and wastewater lines and appurtenances must be relocated. Frontage roads along the east and west sides of the Loop 303 Project need to be constructed, so that it may provide access to the adjacent properties.

City and ADOT staff have been negotiating responsibility for the costs of relocating the City-owned water and wastewater lines, appurtenances, and the costs of constructing the frontage roads along the east and west sides of Loop 303 to provide access to the adjacent properties. In consideration of the State's agreement, pursuant to an intergovernmental agreement, to be responsible for these costs, City staff is supporting the acceptance of the State's offer, based on ADOT's appraisal, to acquire the City-owned property for \$12.00 per square foot and to acquire the temporary construction easement ADOT is seeking for \$111,636.00.

Although the amount of compensation has been agreed upon, the purchase agreement has not yet been finalized. City staff are verifying the actual square footage being acquired. City and ADOT staff are working through minor terms related to the easements that the City requires.

STAFF ANALYSIS

The offer presented by ADOT will impact seven City-owned parcels within the project corridor. Three of the impacted parcels will be partial acquisitions, and four of the impacted parcels will be full acquisitions. City staff has worked diligently to review all documentation provided in ADOT's offer to purchase the land rights needed for ADOT's project. All documentation and responses have been reviewed and provided to ADOT.

Accordingly, city staff recommends that the Mayor and Council adopt Resolution No. 2025-2474, included as Attachment A, which authorizes execution of a purchase agreement with the State of Arizona related to the extension of Loop 303. The draft purchase agreement is included for reference as Attachment B.

Attachments

Attachment A - Resolution 2025-2474

Attachment B - Draft Purchase Agreement

RESOLUTION NO. 2025-2474

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING PURCHASE AGREEMENT WITH THE STATE OF ARIZONA RELATED TO THE EXTENSION OF STATE ROUTE LOOP 303, AUTHORIZING STAFF TO MAKE CHANGES, IMPOSING CONDITIONS FOR THE EXECUTION OF THE PURCHASE AGREEMENT AND AUTHORIZING EXECUTION OF DOCUMENTS.

WHEREAS, the State is going to extend State Route Loop 303 and is undertaking the design and construction of the section of Loop 303 to be constructed between Van Buren Street and MC 85 (the "Project"); and

WHEREAS, the Project requires the relocation of existing city owned and operated water and wastewater lines and appurtenances and the construction of frontage roads along the east and west sides of Loop 303 needed to provide access to the properties fronting Loop 303; and

WHEREAS, the Project runs through the city and will require the state to acquire from the city portions of existing city right of way (Cotton Lane), city owned property, and temporary construction easements (collectively the "City Property"); and

WHEREAS, State and city representatives have been negotiating a purchase agreement for the State's acquisition of the City Property and an intergovernmental agreement that requires, among other things, the State to relocate, at its cost, city owned and operated water and wastewater lines and appurtenances required to be relocated and to construct, at its cost, frontage roads along the east and west sides of Loop 303; and

WHEREAS, in consideration of the foregoing terms, the city is willing to accept the State's offer to acquire the city owned property for \$12.00 per square foot, and the State's offer of \$111,636.00 for the Temporary Construction Easement; and

WHEREAS, although the purchase agreement has not been finalized, representatives of the city and the State have agreed upon major terms to present to their respective decision-making bodies, however city staff is verifying the square footage of the city owned property being acquired, and minor terms related to existing and future easements required are still being worked out; and

WHEREAS, this Resolution is being adopted to avoid the possibility of delays in obtaining the approvals necessary for the execution of the purchase agreement once all terms have been finalized.

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

SECTION 1. The terms set forth in the draft of the purchase agreement, incorporated herein by reference, are hereby approved.

SECTION 2. Subject to approval by the City Attorney, or his designee, the City Manager, or her designee, is hereby authorized to make modifications as necessary to ensure that the city is paid \$12.00 per square foot for the city owned property being acquired by ADOT, and to include additional terms as needed to address

the city's needs regarding existing and future easements, and to make other changes that are consistent with the intent and recitals of this Resolution.

SECTION 3. The Mayor and Council hereby conditionally authorizes the City Manager, or her designee, to execute the purchase agreement that includes modified terms as provided herein after all of the following have been satisfied:

- (i) the purchase agreement as modified has been formally approved by the Arizona Department of Transportation and after the attorney representing the Arizona Department of Transportation has determined that the Arizona Department of Transportation is authorized to enter into the agreement; and
- (ii) an intergovernmental agreement in which the State has agreed to relocate, at its cost, city owned and operated water and wastewater lines and appurtenances and to construct, at its cost, frontage roads along the east and west sides of Loop 303 has been formally approved by the Arizona Department of Transportation and the attorney representing the Arizona Department of Transportation has determined that the Arizona Department of Transportation is authorized to enter into the intergovernmental agreement.

SECTION 4. Subject to compliance with the requirements set forth in Section 3 above, the City Manager, or her designee, is further authorized to execute the finalized purchase agreement as modified and all other documents, including real estate conveyance documents, necessary to comply with the terms of the purchase agreement and the intent of this Resolution.

SECTION 5. Resolution 2025-2474 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 9th day of June, 2025.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jasmine Pernicano, City Clerk

Roric Massey, City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY GROUP

PURCHASE AGREEMENT

Title Company Security Title Agency, Inc Date _____
Address 2415 East Camelback Road, Suite 200 (to be completed by Title Company, if applicable)
City Phoenix State Arizona Zip Code 85016
Escrow Officer Jason Bryant Phone 602-230-6297
Escrow No. _____ Email Jbryant@securitytitle.com
Grantor City of Goodyear, an Arizona municipal corporation
Mailing Address 190 North Litchfield Road, Goodyear, Arizona 85338
Phone 623-882-7228 Mobile _____ Email Kimberly.romero@goodyearaz.gov

Grantee: The STATE OF ARIZONA, by and through its DEPARTMENT OF TRANSPORTATION (the "State")
Mailing Address: Arizona Department of Transportation, Right of Way Group
205 South 17th Avenue, MD 612E, Phoenix, Arizona 85007-3212

The STATE shall pay directly to the Grantor, or deposit with the Title Company ("Escrow Agent") if escrowed, the purchase price plus all lawful costs incidental to closing as follows:

Escrow Fees \$ -
Title Policy Fees \$ -
TOTAL ESCROW & TITLE FEES \$ -

Recording Fees

Deed _____
Easement \$ -
Release \$ -
\$ -
TOTAL RECORDING FEES \$ -

Other Charges

Release Fees \$ -
Title Report Fee \$ -
Prorated Taxes/Dates \$ -
\$ -
TOTAL OTHER CHARGES \$ -
Subtotal Fees \$ -

Title Report Credit (-) \$ -

TOTAL CLOSING COSTS \$ -

Land & Improvements* \$ 32,636,748.00
Temporary Construction Easement \$ 111,636.00
Cost to Cure
(NONE)
\$ -
\$ -
Contract
\$ -
Total Purchase Price \$32,748,384.00

TOTAL WARRANT \$**

Charges and disbursements to be paid from Grantor's funds as follows (check all that apply):

☐ **Total Acquisition of Grantor's Property:** Full release of all monetary liens and encumbrances, and leases of any kind. Pay in full all due and delinquent real property taxes and general and special improvement assessments. Grantor will be charged for any costs necessary to make the property compliant with the Covenants, Conditions and Restrictions. Prorate the current year's real property taxes on closings that occur on or after the 3rd Monday of August each year. Escrow Agent shall withhold the prorated amounts from each party and pay the lien of the current year's taxes in full.

☒ **Partial Acquisition of Grantor's Property:** Partial release of all monetary liens and encumbrances, and leases of any kind as identified in the Requirements Section of the Arizona Department Transportation Right of Way Group – Right of Way Title Report attached hereto. At the discretion of State, pay due and delinquent property taxes and general and special improvement assessments, including full payment of taxes and assessments on individual assessor parcels within State's partial acquisition, and any Certificate(s) of Purchase. The current year's taxes shall not be prorated regardless of the closing date.

☐ **Permanent Easement(s):** Consent by secured party(ies).

☐ **Other Disbursements:**

☐ **Security Deposits and Prepaid Rents, if Applicable:** Grantor agrees to return all security deposits and prepaid rents directly to lessee(s) outside of escrow.

Possession Date: Close of escrow/date of recording.

X ☐ Special Conditions Right of Way X YES NO
☒ YES ☐ NO

Entry Agreement *

32,748,384.00

32,748,384.00

***** If yes, State shall pay statutory interest on the "Total Purchase Price" from the date the Right of Entry is executed by all parties to the close of escrow/date of recording directly to Grantor by separate warrant.**

Special Instructions/Information:

Special Conditions Right of Way Contract –

State if there are existing public utility easements are in a location being acquired by the State. The easements required herein shall be in the form attached hereto.

Conveyance shall be subject to the Declaration and Reservation of Exclusive Brine Facilities Easement Record at Instrument 2025-0035663.

***Title policy fees based on this amount only.**

****Sum of "Total Closing Costs" and "Total Purchase Price" only.**

THE GRANTOR, having executed a conveyance of certain real property rights to the GRANTEE in a certain conveyance dated **MM/DD/YYYY** described in Exhibit "A" attached hereto and made a part hereof, and having delivered same to the above Title Company as Escrow Agent, said agent is directed to deliver said conveyance to the STATE OF ARIZONA by and through its DEPARTMENT OF TRANSPORTATION; title to said property to pass upon the acceptance of delivery and possession by the ARIZONA DEPARTMENT OF TRANSPORTATION.

THIS PURCHASE AGREEMENT SHALL SERVE AS THE ESCROW INSTRUCTIONS

The Escrow Agent shall first apply the purchase price on deposit to satisfy such taxes, mortgage claims, leasehold interests, special assessments, fines, fees or charges to be paid to the homeowners association and other encumbrances as may be authorized for payment, and the balance thereof shall be paid in accordance with the terms hereof. If the subject property is encumbered with Covenants, Conditions and Restrictions, the Escrow Agent shall send a Notice of Pending Sale pursuant to A.R.S. 33-1806.

The Escrow Agent shall deposit all escrowed funds in escrow account and disburse same by check; pay encumbrances in accordance with this agreement; prorate all agreed items; record such escrowed instruments as are necessary or proper in the issuance of title insurance; and pay the balance of the escrowed funds to the party or parties entitled thereto. It is further understood and agreed that the Title Company shall not be responsible for any liens or encumbrances not of record at the closing of escrow.

The Grantor agrees that should further encumbrances be attached to this property subject to this transaction during the escrow period, which is the period between the date escrow is opened and the date escrow closes, including but not limited to, monetary liens, leases, easements and permits, Grantor shall remain responsible for any damages in the event of non-compliance.

The Escrow Agent is to withhold **\$0.00** as a security and/or site-clearance deposit pending satisfactory delivery of the subject property to the State by the Grantor. The State will make written authorization to the Escrow Agent for disbursement of the security deposit in accordance with this agreement, after acceptance of delivery and possession of the subject property.

If cost-to-cure monies have been paid to remove or relocate improvements on the property conveyed, Grantor agrees to remove all buildings and appurtenances including fences, floors other than concrete, plumbing lines above grade, and all combustible material not later than 30 days from the date of payment. The Grantor assumes all liability connected with said removal. It is further agreed that upon expiration of the time provided for removal, all improvements remaining partially or wholly upon the lands conveyed shall become the property of the State of Arizona, and all rights of the Grantor to said improvements shall cease and terminate. Grantor shall be liable for the reasonable costs incurred in removing said improvements. License is hereby granted to the State of Arizona to enter upon the Grantor's remaining lands where necessary to accomplish the purpose of this agreement.

The State will pay the costs of any escrow services and/or title insurance desired by it, but may, at its option, waive escrow and/or title insurance. Upon such waiver, the references to Title Company, Escrow Agent, and title insurance herein are not applicable. If this transaction is not handled through a title company, the conveyance will be delivered direct to the State of Arizona and payment will be made direct from the Grantee to the Grantor after approval and acceptance by the Director of the Arizona Department of Transportation and the final filing and recording of the documents.

The Escrow Agent is to request the Grantor acknowledge receipt of the amount shown on the closing statement as due Grantor. Either a copy of this request or a copy of a signed receipt is to be retained in the escrow file.

The Right of Way Group of the Arizona Department of Transportation will be furnished a copy of the Grantor's closing statement with the following certification signed by an authorized officer: "This is to certify this is a true and correct statement of disbursement of funds collected from the Arizona Department of Transportation."

It is understood and agreed the consideration expressed herein is accepted by the Grantor as full and complete compensation for the interest being acquired, and in settlement for all injury or damage to the Grantor's remaining abutting lands. Further, said consideration shall constitute a waiver of any and all claims by the City of Goodyear for damages or compensation to the City's abutting lands that may hereafter arise or result from the establishment and construction of the highway in the manner proposed by the State.

GRANTOR SUBSURFACE IMPROVEMENT STATEMENT

1. I ☒ am ☐ am not aware of the presence of any subsurface improvements (e.g., septic systems, storm cellars, ground wells) within the _____ area of ADOT's acquisition.

2. Well(s) ☐ Yes ☒ No Well Registration No(s): 55- _____

3. Well is located within the acquisition area, _____ outside the acquisition area.

4. Irrigation Water Rights ☐ Yes ☒ No IGR Number: 58- _____

(NOTE: If you answered yes regarding water rights, please provide a copy of the appropriate certificate for escrow to transfer, if available)

The Escrow Agent is to request the transfer of the well or irrigation water rights located within the acquisition area to the State.

Addendum attached hereto and made part hereof.

☐ YES ☒ NO

The STATE OF ARIZONA, by and through its DEPARTMENT

Notice of Pending Sale pursuant to A.R.S 33-1806.

By _____

GRANTOR: City of Goodyear, an Arizona municipal corporation

Cindy L. Wiener: RIGHT OF WAY AGENT

By: _____

Date: _____

Its: _____

Approved by the Director of the
Arizona Department of Transportation _____ 20____

By: _____

Accepted: STATE OF ARIZONA _____ 20____

Its: _____

Date: _____

By _____

Accepted _____ Date: _____

ESCROW OFFICER

RIGHT OF WAY MANAGER

ITEM #: 10.
DATE: 06/09/2025
AI #:2420



CITY COUNCIL ACTION REPORT

SUBJECT: PUBLIC HEARING ON PROPOSED PROPERTY TAX LEVY FOR FY2026 (TRUTH-IN-TAXATION HEARING) AND ON PROPOSED FINAL BUDGET ADOPTION FOR FY2026 AND APPROVAL OF TRUTH IN TAXATION INCREASE BY ROLL CALL VOTE

STAFF PRESENTER(S): Ryan Bittle, Finance Manager

SUMMARY

The City Council will hold a public hearing to receive a staff presentation (Attachment E) and public comment on the proposed final budget for fiscal year 2025-2026 (FY2026) as tentatively approved on May 19, 2025, and on the proposed increase in the primary property tax levy. The City Council will also consider a motion to levy proposed property taxes to be assessed on June 23, 2025. No changes from the May 19, 2025, tentative budget are included in the final budget or primary property tax levy. Adoption of the Final Budget will occur in a special meeting immediately following the regular meeting as prescribed by A.R.S. §42-17105(A).

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

Conduct a public hearing and by resolution adopt the final estimates by the city of Goodyear for the fiscal year beginning July 1, 2025 and ending June 30, 2026 and on the proposed primary property tax levy increase of \$303,271; and Approve the Truth-in-Taxation increase of \$303,271 for FY2026 by a roll call vote. (Ryan Bittle, Finance Manager)

FISCAL IMPACT

The FY2026 Budget totals \$1,204,703,500. It is balanced for the General Fund and within resources for Asset Management, Enterprise, Special Revenue, Capital and Debt Service funds. The primary property tax levy is used in the balanced FY2026 General Fund budget.

BACKGROUND AND PREVIOUS ACTIONS

In addition to the city's internal processes, state law requires a number of steps to adopt the annual budget and property tax levy.

Annual Budget Process: The FY2026 budget process officially kicked off back in calendar year 2024 with extensive collaboration and dozens of meetings between departments, the City Manager's office, and the budget team discussing available resources and needs for the upcoming fiscal year. As part of these touchpoints, our updated strategic plan, which was adopted by Council in November was at the forefront of these conversations, acting as a roadmap during development of the budget, helping us prioritize funding, and ensuring timely delivery of associated strategic plan action items. In February, a five-year general fund forecast was presented as part of our Council retreat, creating the foundation off of which our FY2026 budget was built. In April the City Manager presented a sustainable recommended budget which focused on growth, continuing existing programs and services to a larger residential base, fair compensation for employees, opening new capital facilities, and continuing the capital improvement program. Any subsequent changes from the City Manager's recommended budget work session were summarized as part of our Tentative budget presented to and adopted by Council on May 19, 2025. The approved tentative budget was published in the Arizona Republic West Valley Edition on May 23, and May 30 2025, consistent with requirements of state law. Further, state required budget forms are posted on the website, where they must remain for five years, and are also available at the library and City Clerk's Office (Attachment D).

Property Tax Levy Process: In accordance with Arizona Revised Statute (A.R.S.) § 42-17107, when the municipal primary property tax levy, excluding any increases due to the value of new construction, is greater than the amount levied in the previous year, actions must be taken to inform residents (Attachment C). These notices and actions are referred to as Truth-in-Taxation and appeared in the Arizona Republic West Valley Edition (a local newspaper of general circulation) on May 23rd and May 30th, 2025 (Attachment A), as well as in a news release on May 21st, 2025 (Attachment B). The primary tax levy is limited to an annual increase of two percent over the previous year's maximum allowable primary levy, plus an increased dollar amount attributable to a net gain in property not taxed in the previous year (i.e. new construction).

The FY2026 primary property tax at the maximum levy is a planned revenue supporting General Fund ongoing operations and maintenance activities including police and fire protection, parks and recreation, development services and other general government functions. City Council adopted Financial Policies remain unchanged from the prior year, which call for levying the maximum allowable primary property tax, including this two percent increase, to support the ongoing General Fund operations. Because the city levies the maximum allowable primary levy, the Truth-in-Taxation notification steps outlined above were required. Of the planned primary property tax levy, \$303,271 is above the Truth In Taxation levy limit of \$16,179,052. The total primary property tax levy will be \$16,503,128. Final action to set the primary and secondary property taxes for the city of Goodyear is scheduled for June 23rd, 2025, during a regular meeting of the City Council.

STAFF ANALYSIS

The primary tax levy is limited to an annual increase of two percent over the previous year's maximum allowable primary levy, plus an increased dollar amount attributable to a net gain in property not taxed in the previous year (i.e. new construction). City Council adopted Financial Policies, which call for levying the maximum allowable primary property tax, including this two percent increase, to support the ongoing General Fund operations.

Attachments

Attachment A- Notice of Tax Increase

Attachment B- News Release

Attachment C- Truth-in-Taxation Analysis

Attachment D- State Forms

Staff Presentation

TRUTH IN TAXATION HEARING NOTICE OF TAX INCREASE

IN COMPLIANCE WITH SECTION 42-17107, ARIZONA REVISED STATUTES, CITY OF GOODYEAR IS NOTIFYING ITS PROPERTY TAXPAYERS OF CITY OF GOODYEAR'S INTENTION TO RAISE ITS PRIMARY PROPERTY TAXES OVER LAST YEAR'S LEVEL. CITY OF GOODYEAR IS PROPOSING AN INCREASE IN PRIMARY PROPERTY TAXES OF \$303,271 OR 2%.

FOR EXAMPLE, THE PROPOSED TAX INCREASE WILL CAUSE CITY OF GOODYEAR'S PRIMARY PROPERTY TAXES ON A \$100,000 HOME TO BE \$93.19. WITHOUT THE PROPOSED TAX INCREASE, THE TOTAL TAXES THAT WOULD BE OWED ON A \$100,000 HOME WOULD HAVE BEEN \$91.36.

THIS PROPOSED INCREASE IS EXCLUSIVE OF INCREASED PRIMARY PROPERTY TAXES RECEIVED FROM NEW CONSTRUCTION. THE INCREASE IS ALSO EXCLUSIVE OF ANY CHANGES THAT MAY OCCUR FROM PROPERTY TAX LEVIES FOR VOTER APPROVED BONDED INDEBTEDNESS OR BUDGET AND TAX OVERRIDES.

ALL INTERESTED CITIZENS ARE INVITED TO ATTEND THE PUBLIC HEARING ON THE TAX INCREASE THAT IS SCHEDULED TO BE HELD **JUNE 9, 2025, 5:00 P.M. AT 1900 NORTH CIVIC SQUARE, GOODYEAR CITY HALL COUNCIL CHAMBERS, ARIZONA, 85395.**

Truth In Taxation Hearing, Notice Of Tax Increase

Post Date: 05/21/2025 5:00 PM



In compliance with section 42-17107, Arizona Revised Statutes, the city of Goodyear is notifying its property Taxpayers of the city of Goodyear's intention to raise its primary property taxes over last year's level. City of Goodyear is proposing an increase in primary property taxes of \$303,271 or 2%.

For example, the proposed tax increase will cause city of Goodyear's primary property taxes on a \$100,000 home to be \$93.19. Without the proposed tax increase, the total taxes that would be owed on a \$100,000 home would have been \$91.36.

This proposed increase is exclusive of increased primary property taxes received from new construction. The increase is also exclusive of any changes that may occur from property tax levies for voter approved bonded indebtedness or budget and tax overrides.

All interested citizens are invited to attend the public hearing on the tax increase that is scheduled to be held June 9, 2025, at 5:00 p.m. at:

Goodyear City Hall and Council Chambers
1900 North Civic Square
Goodyear, AZ
85395

The Truth in Taxation Notice will be published on May 23rd and May 30th in the Arizona Republic West Valley Edition.

Enter data in highlighted cells only.

Calculated data in boxes should be used in published notice.

Reference updated language for published notice per Chapter 198 (HB 2286, Laws 2017).

Truth in Taxation Analysis

Calculation for Truth in Taxation Hearing Notice pursuant to A.R.S. § 42-17107

Actual current primary property tax levy: (line F.1. actual levy from prior year's final levy limit worksheet)	\$ 15,140,885
Net assessed valuation: (line C.4. from current year's worksheet)	\$ 1,770,911,953
Value of new construction:	\$ 113,696,828
Net assessed value minus new construction: (line B.4. from current year's levy limit worksheet)	\$ 1,657,215,125
MAXIMUM TAX RATE THAT CAN BE IMPOSED WITHOUT A TRUTH IN TAXATION HEARING:	\$ 0.9136
Growth in property tax levy capacity associated with new construction:	\$ 1,038,734
MAXIMUM PRIMARY PROPERTY TAX LEVY WITHOUT A TRUTH IN TAXATION HEARING:	\$ 16,179,052
Proposed primary property tax levy:	\$ 16,503,128
Proposed increase in primary property tax levy, exclusive of new construction	\$ 303,271
Proposed percentage increase in primary property tax levy:	2.00%
Proposed primary property tax rate:	\$ 0.9319
Proposed increase in primary property tax rate:	\$ 0.0183
Proposed primary property tax levy on a home valued at \$100,000	\$ 93.19
Primary property tax levy on a home valued at \$100,000 if the tax rate was not raised:	\$ 91.36
Proposed primary property tax levy increase on a home valued at \$100,000:	\$ 1.83

City/Town of Goodyear
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2026

Fiscal year	S c h		Funds							
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	CFD & Trust Funds	Enterprise Funds	Internal Service Funds	Total all funds
2025	E	1	395,862,500	57,906,300	17,031,800	190,247,900	50,866,000	106,182,100	0	818,096,600
2025	E	2	199,160,300	42,730,600	15,006,400	34,548,100	28,213,700	69,629,700	0	389,288,800
2026		3	225,124,900	7,798,400	745,500	146,989,700	17,579,700	51,222,400	0	449,460,600
2026	B	4	16,503,128							16,503,128
2026	B	5			14,222,200					14,222,200
2026	C	6	227,989,300	22,036,600	3,808,600	264,364,100	55,046,100	130,948,600	0	704,193,300
2026	D	7	0	0	0	0	0	0	0	0
2026	D	8	0	0	0	0	0	0	0	0
2026	D	9	25,823,700	38,841,600	0	78,835,900	3,517,400	5,079,700	0	152,098,300
2026	D	10	57,111,800	790,400	0	73,765,600	374,600	20,055,900	0	152,098,300
2026										
2026		11								0
2026										0
2026										0
2026		12	438,329,228	67,886,200	18,776,300	416,424,100	75,768,600	167,194,800	0	1,184,379,228
2026	E	13	506,209,500	66,604,800	11,532,700	425,597,000	81,425,700	149,333,800	0	1,240,703,500

Expenditure limitation comparison

1	Budgeted expenditures/expenses
2	Add/subtract: estimated net reconciling items
3	Budgeted expenditures/expenses adjusted for reconciling items
4	Less: estimated exclusions
5	Amount subject to the expenditure limitation
6	EEC expenditure limitation

2025		2026	
\$	818,096,600	\$	1,240,703,500
	818,096,600		1,240,703,500
	218,412,200		689,455,288
\$	599,684,400	\$	551,248,212
\$	675,302,201	\$	723,162,969

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City/Town of Goodyear
Tax levy and tax rate information
Fiscal year 2026

	<u>2025</u>	<u>2026</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ <u>15,140,885</u>	\$ <u>16,503,128</u>
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>15,140,885</u>	\$ <u>16,503,128</u>
Property tax judgment	_____	_____
B. Secondary property taxes	<u>13,237,000</u>	<u>14,222,200</u>
Property tax judgment	_____	_____
C. Total property tax levy amounts	\$ <u>28,377,885</u>	\$ <u>30,725,328</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ _____	
(2) Prior years' levies	\$ _____	
(3) Total primary property taxes	\$ _____	
B. Secondary property taxes		
(1) Current year's levy	\$ <u>13,237,000</u>	
(2) Prior years' levies	_____	
(3) Total secondary property taxes	\$ <u>13,237,000</u>	
C. Total property taxes collected	\$ <u>13,237,000</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.9257</u>	<u>0.9319</u>
Property tax judgment	_____	_____
(2) Secondary property tax rate	<u>0.8093</u>	<u>0.8031</u>
Property tax judgment	_____	_____
(3) Total city/town tax rate	<u>1.7350</u>	<u>1.7350</u>
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating <u>10</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City/Town of Goodyear
Revenues other than property taxes
Fiscal Year 2026

Source of revenues	Estimated revenues 2025	Actual revenues* 2025	Estimated revenues 2026
General Fund			
Local taxes			
Sales	\$ 93,927,400	\$ 109,337,600	\$ 111,977,900
Construction	20,387,400	41,026,400	32,821,100
Franchise	5,390,400	6,620,000	7,080,000
Licenses and permits			
License and Registration	\$ 379,400	\$ 332,500	\$ 366,000
Intergovernmental			
Urban Revenue Sharing (Income Tax)	\$ 22,195,300	\$ 23,783,000	\$ 22,247,100
Auto Lieu (VLT)	4,837,700	5,200,000	5,382,000
State Shared Sales Tax	16,366,700	16,893,000	18,353,000
Charges for services			
General Government-Reimbursements	\$ 39,500	\$ 43,200	\$ 93,800
Arizona Tourism Reimbursement	2,997,000	2,997,000	6,166,100
Rentals	511,000	542,200	567,900
Parks, Recreation and Aquatics	1,883,500	2,170,000	2,191,700
Development Related	10,357,200	22,500,000	11,566,400
Fines and forfeits			
Fines	\$ 923,100	\$ 1,050,000	\$ 1,081,500
Interest on investments			
Investment Income	\$ 3,752,000	\$ 6,424,900	\$ 5,317,400
Miscellaneous			
Miscellaneous Revenue	\$ 1,452,500	\$ 1,824,200	\$ 1,475,000
Other	(1,400,000)	(1,400,000)	
Risk Reserve	1,003,600	1,276,900	1,302,400
Total General Fund	\$ 185,003,700	\$ 240,620,900	\$ 227,989,300

Special revenue funds

Ballpark Operating	\$ 3,712,500	\$ 4,600,000	\$ 4,646,000
Ballpark Capital Replacement Fund	115,000	430,000	430,000
Highway User Revenue Fund (HURF)	7,407,400	7,700,000	7,931,000
Impound Fund	100,000	140,000	140,000
Arizona Lottery Funds (ALF)	250,000	250,000	250,000
Park and Ride Marquee Fund	114,800	121,900	125,600
AZ Smart & Safe Fund	560,000	775,000	790,500
Court Enhancement Fund	80,000	125,000	126,300
Judicial Collection Enhancement Fund (JCEF)	13,500	20,000	20,200
Fill the Gap	6,000	13,000	13,100
Officer Safety Equipment	20,000	17,000	17,200
CBDG Entitlement	825,800	169,200	996,900

City/Town of Goodyear
Revenues other than property taxes
Fiscal Year 2026

Source of revenues	Estimated revenues 2025	Actual revenues* 2025	Estimated revenues 2026
Prop 302	300,000	250,000	252,500
Ambulance	721,000	745,000	1,314,700
Miscellaneous Grants	1,558,500	4,109,500	4,757,600
Opioid Settlement Fund	76,900	225,000	225,000
Total special revenue funds	\$ 15,861,400	\$ 19,690,600	\$ 22,036,600
Debt service funds			
McDowell Improvement District	\$ 3,804,900	\$ 3,801,300	\$ 3,808,600
Total debt service funds	\$ 3,804,900	\$ 3,801,300	\$ 3,808,600
Capital projects funds			
Budget Authority	\$ 15,000,000	\$	\$ 15,000,000
G.O. Bonds	104,716,500		100,000,000
Enterprise Capital - Wastewater Bonds	23,772,000	30,805,700	88,317,100
	\$ 143,488,500	\$ 30,805,700	\$ 203,317,100
Enterprise Capital - Water Bonds	\$ 31,194,300	\$ 31,194,300	\$ 8,521,800
Non-Utility Impact Fees	18,415,300	29,348,000	26,645,800
Utility Impact Fees	42,660,000	24,647,000	25,879,400
	\$ 92,269,600	\$ 85,189,300	\$ 61,047,000
Total capital projects funds	\$ 235,758,100	\$ 115,995,000	\$ 264,364,100
Enterprise funds			
Water	\$ 39,259,100	\$ 42,524,500	\$ 45,296,200
Wastewater	24,445,000	53,230,400	75,070,900
Solid Waste	9,867,200	9,850,000	10,581,500
	\$ 73,571,300	\$ 105,604,900	\$ 130,948,600
Total enterprise funds	\$ 73,571,300	\$ 105,604,900	\$ 130,948,600
CFD & Trust Funds			
Community Facilities Districts	\$ 12,524,600	\$ 12,524,800	\$ 35,479,200
Trust Funds	17,179,700	16,282,200	19,566,900
Total CFD & Trust funds	\$ 29,704,300	\$ 28,807,000	\$ 55,046,100
Total all funds	\$ 543,703,700	\$ 514,519,700	\$ 704,193,300

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City/Town of Goodyear
Other financing sources/(uses) and interfund transfers
Fiscal year 2026

Fund	Other financing 2026		Interfund transfers 2026	
	Sources	(Uses)	In	(Out)
General Fund				
General Fund	\$	\$	\$ 11,080,900	56,727,200
Risk Reserve			2,662,800	
Asset Management Reserve			12,080,000	384,600
Total General Fund	\$	\$	\$ 25,823,700	\$ 57,111,800
Special revenue funds				
Highway User Revenue Fund (HURF)	\$	\$	\$ 6,946,500	\$
Park and Ride Marquee			2,370,400	
AZ Smart & Safe				790,400
Ambulance			6,135,900	
Ballpark Operating			22,898,800	
Ballpark Capital Replacement Fund			490,000	
Total special revenue funds	\$	\$	\$ 38,841,600	\$ 790,400
Debt service funds				
	\$	\$	\$	\$
Total debt service funds	\$	\$	\$	\$
Capital projects funds				
Non-Utility Impact Fees	\$	\$	\$ 68,685,900	\$
Construction Sales Tax				68,685,900
Utility Impact Fees			10,150,000	5,079,700
Total capital projects funds	\$	\$	\$ 78,835,900	\$ 73,765,600
Permanent funds				
	\$	\$	\$	\$
Total permanent funds	\$	\$	\$	\$
Enterprise funds				
	\$	\$	\$ 5,079,700	\$ 20,055,900
Total enterprise funds	\$	\$	\$ 5,079,700	\$ 20,055,900
CFD & Trust Funds				
CFD & Trust Funds	\$	\$	\$ 3,517,400	374,600
Total CFD & Trust Funds	\$	\$	\$ 3,517,400	\$ 374,600
Total all funds	\$	\$	\$ 152,098,300	\$ 152,098,300

**City/Town of Goodyear
Expenditures/expenses by fund
Fiscal year 2026**

	Adopted budgeted expenditures/ expenses 2025	Expenditure/ expense adjustments approved 2025	Actual expenditures/ expenses* 2025	Budgeted expenditures/ expenses 2026
Fund/Department				
General Fund				
Mayor and Council	\$ 495,400	\$ 24,500	\$ 472,900	\$ 451,300
City Manager	6,327,800	36,500	4,501,900	4,699,900
Legal Services	3,217,600	(199,800)	3,034,400	3,100,300
Municipal Court	2,977,500	51,400	2,423,500	3,460,500
City Clerk	1,292,700		1,009,400	1,156,400
Finance	21,191,800	(16,500)	7,886,900	29,441,700
Human Services	4,287,800	(33,500)	4,072,600	4,810,500
Information Technology	12,233,000	(262,100)	11,389,700	14,641,500
Digital Communications	1,893,100	81,700	1,827,000	2,779,600
Fire	41,028,500	(691,700)	33,350,800	54,839,500
Police	50,201,400	(1,121,500)	45,220,900	61,430,300
Development Services	12,619,100	1,697,800	12,193,300	15,130,200
Economic Development	4,034,500	46,400	3,721,700	5,050,400
Engineering	53,457,700	3,399,000	11,255,700	95,650,000
Parks & Recreation	37,988,000	(4,289,200)	28,000,800	57,986,700
Public Works	20,161,500	(2,428,400)	9,503,700	16,406,800
Water Services	2,616,700	(3,700)	2,558,500	3,038,200
Debt Service				
Non-Departmental	3,500,000		4,100,000	84,827,100
Contingency & Reserves	80,096,700	(3,147,300)		
Fire Asset Management	2,488,700	3,000	484,100	3,319,400
Fleet Asset Management	16,229,800	46,000	3,080,200	19,272,200
Parks Asset Management	6,926,300	723,000	1,008,100	6,948,800
Risk Reserve	3,805,800		3,805,800	4,020,200
Traffic Signals Asset Management	3,201,300		1,392,000	3,188,900
Technology Asset Management	3,360,400		1,201,500	3,857,100
Facilities Asset Management	6,313,800		1,664,900	6,702,000
Total General Fund	\$ 401,946,900	\$ (6,084,400)	\$ 199,160,300	\$ 506,209,500
Special revenue funds				
Highway User Revenue Fund (HURF)	\$ 13,413,800	\$ 258,600	\$ 12,773,900	\$ 14,877,500
Arizona Lottery Funds	719,200	34,000	753,700	250,000
Park and Ride Marquee	979,800	11,600	905,200	2,496,000
Court Enhancement Fund	447,500		54,400	593,000
Fill the Gap	91,100			117,800
Judicial Collection Enhancement Fund (JCEF)	176,600			209,500
Impound Fund	392,400		28,800	570,200
AZ Smart & Safe	200			
Opioid Settlement	246,200	56,400	20,500	867,100
Officer Safety Equipment	46,300		46,300	20,000
Ambulance	6,198,400		4,756,400	7,450,600
Ballpark Operating	20,400,200	(47,000)	19,208,000	27,544,900
Ballpark Capital Replacement Fund	4,757,100	(811,900)	434,100	4,900,900
Prop 302 Funds (Tourism)	300,000		170,900	252,500
American Rescue Plan				
CBDG Entitlement	825,800	(86,400)	98,400	1,067,700
Miscellaneous Grants	2,352,000	7,144,400	3,480,000	5,387,100
Total special revenue funds	\$ 51,346,600	\$ 6,559,700	\$ 42,730,600	\$ 66,604,800
Debt service funds				
Secondary Property Tax	\$ 13,225,900	\$	\$ 11,204,100	\$ 7,723,100
McDowell Improvement District	3,805,900		3,802,300	3,809,600
Total debt service funds	\$ 17,031,800	\$	\$ 15,006,400	\$ 11,532,700

**City/Town of Goodyear
Expenditures/expenses by fund
Fiscal year 2026**

	Adopted budgeted expenditures/ expenses 2025	Expenditure/ expense adjustments approved 2025	Actual expenditures/ expenses* 2025	Budgeted expenditures/ expenses 2026
Fund/Department				
Capital projects funds				
General Obligations Bonds	\$ 35,911,100	\$ (4,729,500)	\$ 5,886,200	\$ 104,777,600
Budget Authority	15,000,000	7,275,600		15,000,000
Water & Wastewater Bonds	53,062,800	(269,600)	12,628,000	140,237,000
Non-Utility Impact Fees	42,878,200	832,300	12,968,100	97,474,300
Construction Sales Tax - Impact Fee	2,207,100		2,455,100	9,740,100
Utility Impact Fees	44,340,200	(6,260,300)	610,700	58,368,000
Total capital projects funds	\$ 193,399,400	\$ (3,151,500)	\$ 34,548,100	\$ 425,597,000
Community facility districts funds				
Community Facility Districts (CFD)	\$ 23,066,600		\$ 10,787,300	\$ 47,367,400
Total CFD funds	\$ 23,066,600		\$ 10,787,300	\$ 47,367,400
Enterprise funds				
Water	\$ 51,386,500	\$ 108,500	\$ 39,440,200	\$ 58,004,000
Wastewater	41,244,700	2,406,200	20,851,000	79,164,600
Solid Waste	10,874,700	161,500	9,338,500	12,165,200
Total enterprise funds	\$ 103,505,900	\$ 2,676,200	\$ 69,629,700	\$ 149,333,800
Trust Funds				
Self Insurance Trust Fund	\$ 23,904,100		\$ 17,134,500	\$ 27,465,900
Retiree Healthcare Fund	3,399,400			6,185,100
Volunteer Firefighter Trust Fund	433,600		242,200	361,700
Other Trust Funds	62,300		49,700	45,600
Total trust funds	\$ 27,799,400		\$ 17,426,400	\$ 34,058,300
Total all funds	\$ 818,096,600		\$ 389,288,800	\$ 1,240,703,500

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City/Town of Goodyear
Expenditures/expenses by department
Fiscal year 2026

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Department/Fund	2025	2025	2025	2026
Mayor and Council:				
General Fund	\$ 495,400	\$ 24,500	\$ 472,900	\$ 451,300
Mayor and Council Total	\$ 495,400	\$ 24,500	\$ 472,900	\$ 451,300
City Manager:				
General Fund	\$ 6,327,800	\$ 36,500	\$ 4,501,900	\$ 4,699,900
CBDG Entitlement	507,600	(313,900)	(55,000)	675,500
Grant		2,156,000	2,129,600	
City Manager Total	\$ 6,835,400	\$ 1,878,600	\$ 6,576,500	\$ 5,375,400
Legal Services:				
General Fund	\$ 3,217,600	\$ (199,800)	\$ 3,034,400	\$ 3,100,300
Legal Services Total	\$ 3,217,600	\$ (199,800)	\$ 3,034,400	\$ 3,100,300
Municipal Court:				
General Fund	\$ 2,977,500	\$ 51,400	\$ 2,423,500	\$ 3,460,500
Court Enhancement Fund	56,500		54,400	155,100
Fill the Gap Fund				26,700
Judicial Collection Enhancement Fund				32,900
Officer Safety Equipment				
Municipal Court Total	\$ 3,034,000	\$ 51,400	\$ 2,477,900	\$ 3,675,200
City Clerk:				
General Fund	\$ 1,292,700	\$	\$ 1,009,400	\$ 1,156,400
City Clerk Total	\$ 1,292,700	\$	\$ 1,009,400	\$ 1,156,400
Finance:				
General Fund	\$ 21,191,800	\$ (16,500)	\$ 7,886,900	\$ 29,441,700
Community Facilities District (CFD)	10,784,900		1,115,400	16,832,500
Non-Utility Impact Fees		14,900	14,900	
Utility Impact Fees		71,600	71,600	
GO Bonds				
Other	132,000	85,000	217,000	155,100
Finance Total	\$ 32,108,700	\$ 155,000	\$ 9,305,800	\$ 46,429,300
Human Resources:				
General Fund	\$ 4,287,800	\$ (33,500)	\$ 4,072,600	\$ 4,810,500
Risk Reserve	3,805,800		3,805,800	4,020,200
Self Insurance Trust Fund	23,904,100		17,134,500	20,903,400
Enterprise Fund - Water	43,200		43,200	43,200
Enterprise Fund - Wastewater	96,600		96,600	96,600
Enterprise Fund - Solid Waste	10,000	75,000	85,000	77,600
Fill a Need Fund	24,800		12,700	15,000
Human Resources Total	\$ 32,172,300	\$ 41,500	\$ 25,250,400	\$ 29,966,500
Information Technology:				
General Fund	\$ 12,233,000	\$ (262,100)	\$ 11,389,700	\$ 14,641,500
Technology Asset Management	1,286,400	(84,900)	1,201,500	2,313,400
Enterprise Fund - Water	266,900		263,100	229,400
Enterprise Fund - Wastewater	236,100		232,300	310,700
Enterprise Fund - Solid Waste	22,400		22,200	17,100
Special Revenue		\$		
Information Technology Total	\$ 14,044,800	\$ (347,000)	\$ 13,108,800	\$ 17,512,100
Digital Communications:				
General Fund	\$ 1,893,100	\$ 81,700	\$ 1,827,000	\$ 2,779,600
Digital Communications Total	\$ 1,893,100	\$ 81,700	\$ 1,827,000	\$ 2,779,600

City/Town of Goodyear
Expenditures/expenses by department
Fiscal year 2026

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Department/Fund	2025	2025	2025	2026
Fire:				
General Fund	\$ 41,028,500	\$ (691,700)	\$ 33,350,800	\$ 54,839,500
Fire Asset Management	601,900	(12,800)	484,100	946,000
Volunteer Firefighter Trust Fund	433,600		242,200	361,700
Non-Utility Impact Fees	307,000	(162,000)	145,000	3,671,700
GO Bonds	6,043,900	(1,060,700)	(2,720,700)	9,223,900
AZ Smart & Safe				
Opioid Settlement				
Grants	248,400	(3,800)	131,700	230,500
Ambulance	6,198,400		4,756,400	7,450,600
Fire Total	\$ 54,861,700	\$ (1,931,000)	\$ 36,389,500	\$ 76,723,900
Police:				
General Fund	\$ 50,201,400	\$ (1,121,500)	\$ 45,220,900	\$ 61,430,300
Impound Fund	28,800		28,800	28,800
Opioid Settlement		56,400	(56,400)	56,400
Officer Safety Equipment Fund	46,300		46,300	20,000
Grants	829,100	872,200	896,800	788,900
GO Bonds	63,600	(63,600)		
Non-Utility Impact Fees	2,520,700	(1,085,000)	787,500	2,940,100
CFD Trust	37,500		37,000	30,600
Police Total	\$ 53,727,400	\$ (1,341,500)	\$ 46,960,900	\$ 65,295,100
Development Services:				
General Fund	\$ 12,619,100	\$ 1,697,800	\$ 12,193,300	\$ 15,130,200
Utility Impact Fees				
Non-Utility Impact Fees				
Development Services Total	\$ 12,619,100	\$ 1,697,800	\$ 12,193,300	\$ 15,130,200
Economic Development:				
General Fund	\$ 4,034,500	\$ 46,400	\$ 3,721,700	\$ 5,050,400
American Rescue Plan				
Economic Development Total	\$ 4,034,500	\$ 46,400	\$ 3,721,700	\$ 5,050,400
Engineering:				
General Fund	\$ 53,457,700	\$ 3,399,000	\$ 11,255,700	\$ 95,650,000
Traffic Signals Asset Management	1,425,000		1,392,000	555,200
Highway User Revenue Fund (HURF)	6,498,700	(94,000)	5,640,400	6,894,100
Grants	921,600	1,014,300	150,000	1,435,900
Arizona Lottery Fund (ALF)	52,900	700,300	753,700	61,400
Park and Ride Marquee	979,800	11,600	905,200	2,496,000
CBDG Entitlement		341,400	(100)	341,400
GO Bonds	27,518,600	(3,605,200)	8,606,900	89,842,200
Other Capital	152,000		400,000	7,685,000
Non-Utility Impact Fees	40,025,100	2,064,400	11,995,300	90,837,100
Engineering Total	\$ 131,031,400	\$ 3,831,800	\$ 41,099,100	\$ 295,798,300
Parks and Recreation:				
General Fund	\$ 37,988,000	\$ (4,289,200)	\$ 28,000,800	\$ 57,986,700
Parks Asset Management	2,205,200	248,900	1,008,100	2,681,700
Ballpark Operating Fund	10,398,400	(47,000)	9,206,200	12,544,700
Ballpark Capital Replacement Fund	3,341,200	(111,900)	434,100	3,790,200
Grants		31,900	18,500	11,400
Prop 302	300,000		170,900	252,500
Non-Utility Impact Fees	25,400		25,400	25,400
Other	2,603,200	(113,900)	153,500	4,762,300
Parks and Recreation Total	\$ 56,861,400	\$ (4,281,200)	\$ 39,017,500	\$ 82,054,900

City/Town of Goodyear
Expenditures/expenses by department
Fiscal year 2026

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Department/Fund	2025	2025	2025	2026
Public Works:				
General Fund	\$ 20,161,500	\$ (2,428,400)	\$ 9,503,700	\$ 16,406,800
Fleet Asset Management	12,886,900	46,000	3,080,200	13,096,700
Facilities Asset Management	1,810,900		1,664,900	1,177,400
Enterprise Fund - Solid Waste	9,360,800	64,000	9,208,800	10,483,200
HURF	6,915,100	352,600	7,133,500	7,983,400
Public Works Total	\$ 51,135,200	\$ (1,965,800)	\$ 30,591,100	\$ 49,147,500
Water Services:				
General Fund	\$ 2,616,700	\$ (3,700)	\$ 2,558,500	\$ 3,038,200
Water & Wastewater Bonds	53,062,800	(269,600)	12,628,000	139,268,500
Utility DIF	44,340,200	(6,331,900)	539,100	58,368,000
Special Revenue		3,073,800	153,400	2,920,400
Enterprise Fund - Water	33,890,700	70,500	30,233,100	39,745,800
Enterprise Fund - Wastewater	31,858,400	2,381,700	16,935,700	68,789,000
Water Services Total	\$ 165,768,800	\$ (1,079,200)	\$ 63,047,800	\$ 312,129,900
Debt Service:				
General Fund	\$	\$	\$	\$
Special Revenue Funds	10,001,800			
Debt Service Funds	17,031,800			
Enterprise - Water/Wastewater	16,683,700			
CFD- Trust Funds	12,281,700			
Debt Services Total	\$ 55,999,000	\$	\$	\$
Non-Departmental:				
General Fund	\$ 3,500,000	\$	\$ 4,100,000	\$ 84,827,100
Special Revenue			10,001,800	18,257,200
Asset Management				22,518,000
GO Bonds				1,000,000
Water & Wastewater Bonds				968,500
Debt Service			15,006,400	11,532,700
Enterprise			12,424,700	29,541,200
Other Capital	2,000,000		2,000,000	17,000,000
CFD- Trust Funds	3,399,400		9,671,900	43,282,500
Non-Departmental Total	\$ 8,899,400	\$	\$ 53,204,800	\$ 228,927,200
Contingency:				
General Fund	\$ 80,096,700	\$ (3,147,300)	\$	\$
Asset Management	18,304,000	574,800		
Special Revenue	3,626,900	(1,366,300)		
Enterprise	11,037,100			
CFD- Trust Funds				
Other Capital	15,000,000	7,275,600		
Contingency Total	\$ 128,064,700	\$ 3,336,800	\$	\$
Department total	\$ 818,096,600	\$	\$ 389,288,800	\$ 1,240,703,500

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City/Town of Goodyear
Full-time employees and personnel compensation
Fiscal year 2026

	Full-time equivalent (FTE)	Employee salaries and hourly costs	Retirement costs	Healthcare costs	Other benefit costs	Total estimated personnel compensation
Fund	2026	2026	2026	2026	2026	2026
General Fund	850.23	\$ 98,609,400	\$ 15,324,200	\$ 15,004,700	\$ 12,940,100	\$ 141,878,400
Special revenue funds						
Highway User Revenue Fund	25.25	\$ 2,294,300	\$ 291,100	\$ 515,600	\$ 354,700	\$ 3,455,700
Ballpark Operating Fund	47.93	2,992,100	283,000	438,000	377,900	4,091,000
Court Enhancement Fund	1.57	91,300	11,900	24,800	12,400	140,400
Ambulance	31.00	4,297,900	789,100	591,300	416,100	6,094,400
Grants		202,800	59,600		15,200	277,600
Total special revenue funds	105.75	\$ 9,878,400	\$ 1,434,700	\$ 1,569,700	\$ 1,176,300	\$ 14,059,100
Enterprise funds						
Water	48.45	\$ 4,459,900	\$ 565,700	\$ 844,000	\$ 600,900	\$ 6,470,500
Wastewater	47.45	4,045,900	514,200	825,400	544,100	5,929,600
Solid Waste	15.25	1,161,100	148,200	257,900	184,400	1,751,600
Total enterprise funds	111.15	\$ 9,666,900	\$ 1,228,100	\$ 1,927,300	\$ 1,329,400	\$ 14,151,700
Total all funds	1,067.13	\$ 118,154,700	\$ 17,987,000	\$ 18,501,700	\$ 15,445,800	\$ 170,089,200





Agenda

- Open Public Hearing for:
 - Final FY2026 Budget Adoption & Truth In Taxation
 - Staff Presentation
 - Public Comment
- Close Public Hearing
- Approve Truth in Taxation Increase of \$303,271 by roll call vote
- Special Meeting to Approve FY2026 Budget follows regular meeting



FY2026 Budget Adoption



FY2026 Budget Adoption **Final Budget Amount**

\$1,240,703,500

Unchanged from Tentative Budget Adoption

May 19th 2025



Truth in Taxation

Truth in Taxation

Who gets your Property Taxes?





Truth in Taxation

Primary Property Tax

- State Constitution limits annual levy increase to no more than 2%
- Truth In Taxation process required per A.R.S. 42-17107
- Truth in Taxation amount - \$303,271



Truth in Taxation

Property Tax Rates and Levies

	FY2025 Assessed			FY2026 Assessed		
	Valuation	FY2025 Levy	FY2025 Rate*	Valuation	FY2026 Levy	FY2026 Rate*
Primary	1,635,614,667	15,140,885	\$ 0.9257	1,770,911,953	16,503,128	\$ 0.9319
Secondary	1,635,614,667	13,237,000	\$ 0.8093	1,770,911,953	14,222,200	\$ 0.8031
Totals		28,377,885	\$ 1.7350		30,725,328	\$ 1.7350

Goodyear Property Tax - \$100,000 home \$ **173.50**

Goodyear Property Tax - \$105,000 home (maximum 5% appreciation, \$8.68 per \$100,000 AV increase) \$ **182.18**

Goodyear Property Tax - \$233,794 Median Assessed Value for Goodyear Single Family Home: \$ **405.63**



Adoption & Next Steps

Outreach and Notifications

• Truth in Taxation (statutory requirements)

- May 21 – News Release
- May 23 - Newspaper Ad
- May 30 - Newspaper Ad

• Budget Schedules (statutory requirements)

- May 13 - Library; City Clerk; Website
- May 23- Newspaper Ad
- May 30 - Newspaper Ad



Adoption & Next Steps

Next Steps

- Take public comment on FY2026 Final Budget and Truth in Taxation
- Close Public Hearing
- Approve Truth in Taxation Increase of \$303,271 by Roll Call Vote
- Budget to be adopted in Special Meeting

ITEM #: 11.
DATE: 06/09/2025
AI #:2617



CITY COUNCIL ACTION REPORT

SUBJECT: COMPREHENSIVE SIGN PACKAGE FOR ESTRELLA FALLS AND GSQ

STAFF PRESENTER(S): Jimmy Carreon, Assistant Planner

SUMMARY

This is a request to approve a Comprehensive Sign Package (Attachment A) for Estrella Falls, Goodyear Civic Square and GSQ Regional Center, located north of McDowell Road between PebbleCreek Parkway and Bullard Avenue (Aerial photo is included as Attachment B).

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Estrella Falls and GSQ Comprehensive Sign Package, dated April 2025, subject to stipulations. (Jimmy Carreon, Assistant Planner)

STIPULATIONS

1. All signs shall be in conformance with the Estrella Falls and GSQ Comprehensive Sign Package; and,
2. Off-site advertising signage is prohibited; and,
3. No signage shall be placed within city rights-of-way; and,
4. A site plan shall be submitted for the freeway pylon signs. Said signs shall be in substantial conformance with the comprehensive sign package for Estrella Falls and GSQ, dated April 2025; and,
5. The freeway pylon signs shall have a separation distance of at least 550 feet from each other; and,
6. The freeway pylon signs shall not exceed a height of 85 feet; and,
7. The freeway pylon signs are subject to Use Permit Number 06-300-00005 and Use Permit Number 16-300-00001, as amended; and,
8. The freeway pylon signs shall be constructed, operated, and maintained in full compliance with all applicable state and federal laws, regulations, and standards, including any future amendments or additions thereto.

FISCAL IMPACT

There is no direct budget impact associated with the approval of the Estrella Falls and GSQ Comprehensive Sign Package.

BACKGROUND AND PREVIOUS ACTIONS

The Estrella Falls and GSQ Comprehensive Sign Package (CSP) (Attachment A) applies to approximately 330 acres of commercial retail and mixed-use property as shown in Attachment B and encompasses Estrella Falls, Goodyear Civic Square and the GSQ Regional Center. The Estrella Falls and GSQ CSP encompasses three separate Planned Area Developments (PADs).

The 330-acre area was formerly known as “Goodyear Planned Regional Center, Commercial Uses,” and was conditionally rezoned on February 14, 2000, from the Agricultural (AG) Zoning District to the Final PAD, Mixed Uses Zoning District, with the adoption of Ordinance 00-679.

On July 8, 2019, Ordinance 2019-1440 was adopted approving the conditional rezoning of approximately 104 acres of the original 330-acre commercial retail and mixed-use property, from Final PAD Mixed Uses to Goodyear Civic Square at Estrella Falls PAD.

Most recently, Ordinance 2023-1561 was adopted on February 27, 2023, approving the conditional rezoning of approximately 152 acres of the original 330-acre commercial retail and mixed-use property, located west of Bullard Avenue along McDowell Road, from Final PAD Mixed Uses to GSQ Regional Center PAD.

According to the General Plan, the area encompassed by Estrella Falls and GSQ CSP is designated Business and Commerce, which promotes a mixture of uses. Also, within the bounds of the Estrella Falls and GSQ CSP is a Special Overlay District, Goodyear Civic Square, which promotes a unique urban downtown environment, creating a mixed-use environment with pedestrian connections between commercial and residential areas.

The first CSP encompassing the entire 330-acre area, titled the Estrella Falls CSP, was adopted on September 25, 2006, by Council and was subsequently amended on April 11, 2016.

In the amended Estrella Falls CSP, design standards for the area now known as Goodyear Civic Square were not specified and would require a future amendment to create those standards.

A subsequent CSP was later adopted by Council on July 19, 2021, for approximately 48 acres of land within the Estrella Falls CSP and titled the GSQ CSP, creating standards for Goodyear Civic Square area that had not been defined in the original or amended CSPs.

The Planning and Zoning Commission considered this item at its regular meeting on May 7, 2025. The Commission unanimously voted (7-0) to forward a recommendation of approval to the Council. There was no public opposition to this item voiced at the meeting.

STAFF ANALYSIS

Current Policy:

All PADs are required to prepare and submit a CSP for review and approval prior to the issuance of individual sign permits. A CSP provides a comprehensive and coordinated approach to the design of signage that exhibits superior quality and effective messaging. In recognition of the benefits of cohesive and comprehensive sign design, modifications to the signage requirements established in Article 7, Sign Regulations, of the Goodyear Zoning Ordinance, may be appropriate within a CSP.

A CSP in compliance with the requirements in Article 7 may be approved by the Zoning Administrator after review and approval by the Development Review Committee. However, a CSP which proposes modifications to the requirements in Article 7 must be reviewed by the Planning and Zoning Commission and approved by Council.

The Estrella Falls and GSQ CSP requests modifications to the standards in Article 7 and therefore requires Planning and Zoning Commission review and Council approval.

Details of the Request:

The request is to approve a new CSP for the approximately 330 acres of commercial retail and mixed-use property. This new CSP will merge the two existing CSPs into one unified CSP document, removing any conflicts and contradictions.

Currently, there are two approved CSPs within the 330-acre area (the Estrella Falls CSP and the GSQ CSP) that have varying design themes. The existing standards for Estrella Falls, as well as the existing freeway pylon associated with the center, will be subject to the same standards listed within the Estrella Falls CSP.

Goodyear Civic Square will be subject to the same standards listed within the GSQ CSP. However, the design standards for the commercial and mixed-use area located within the GSQ Regional Center will be updated to mirror the standards of the GSQ CSP, by utilizing the same materials, color palette, and design theme. This update will provide a cohesive and seamless look and feel to future development in the area east of the Bullard Wash. The request also includes updates to the design of two previously approved pylon signs.

To provide clarity, the areas within this CSP have been divided into four (4) zones (see page 2 of Attachment A):

Zone 1: Shall have the same standards from the approved Estrella Falls CSP applied to the Market at Estrella Falls, as well as two parcels (Lot 1A and 1B) within the bounds of the GSQ Regional Center.

Zone 2: Shall have the same standards from the approved GSQ CSP applied to the commercial and mixed-use development within and around Goodyear Civic Square.

Zone 3: Shall be modified to have the same standards as the approved GSQ CSP applied to the GSQ Regional Center.

Zone 4: All locations within the bounds of this zone shall follow standards in Article 7 of the Goodyear Zoning Ordinance.

A brief description of the major changes to Zone 3 are as follows:

1. Freeway Pylon Sign

The Estrella Falls and GSQ CSP proposes to replace the design of two (2) previously approved Estrella Falls CSP freeway pylon signs. The new design will match the approved design theme of the GSQ CSP standards. The sign dimensions and quantity of freeway pylon signs being proposed have not been altered and are subject to the terms of the previously approved Use Permit, as amended.

2. Other Signage Requirements

All other signage identified for Zone 3 will follow the design standards as identified in the GSQ CSP. Signage design in Zone 3 will carry over the standards approved for Goodyear Civic Square and within the GSQ CSP.

Evaluation Criteria:

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

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

Given the intended urban character and design of GSQ Regional Center, which is unique and unlike any other development within the city, staff finds the proposed sizes, heights, and configuration of the intended signage within Zone 3 are appropriate and supportable. The height of the freeway pylon signs is not proposed to change; however, the design of these signs will be updated to align with the GSQ CSP design standards. Staff also find that the requested signage is comparable to the signage approved for Goodyear Civic Square.

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

The Estrella Falls and GSQ CSP signage within Zone 3 is located to improve navigation through the development. Key areas will be clearly marked, including entrances, exits, parking lots, retail sections, and pedestrian walkways. The sign setbacks, separations, and locations are intended to provide for maximum visibility while also promoting pedestrian and vehicular safety. Therefore, staff find the proposal appropriate and supportable.

3. Design, Colors and Materials: Signs proposed under the CSP shall be harmonious with and enhance the architecture and theme of the specific development in which the signs are located. Compatibility with the specific development shall include the use of complementary colors, materials and architectural style.

The Estrella Falls and GSQ CSP's intended design, colors, and materials of the proposed signage within Zone 3 will meet the GSQ CSP design standards, which emphasize modern design, sustainability, and materials that are durable and weather resistant. Estrella Falls and GSQ CSP also indicates the goal is to create a seamless transition between signage and surroundings while enhancing the overall aesthetic appeal. Staff finds the proposed Estrella Falls and GSQ CSP will promote signage within the campus that is complementary to the Goodyear Civic Square, and therefore the intended design elements are considered appropriate and supportable.

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

The GSQ Regional Center is located in a mixed-use area that includes commercial, entertainment, recreational and residential development. The proposed signage within the Estrella Falls and GSQ CSP will not adversely impact surrounding areas given their size, location and orientation should match the intensity of these surrounding developments and their associated signage. As such, staff find the intended signage will not adversely affect any adjacent land uses and is therefore appropriate and supportable.

Staff Findings:

The request meets the evaluation criteria for a CSP as set forth in Article 7, Sign Regulations, of the Zoning Ordinance subject to the recommended stipulations of approval.

Attachments

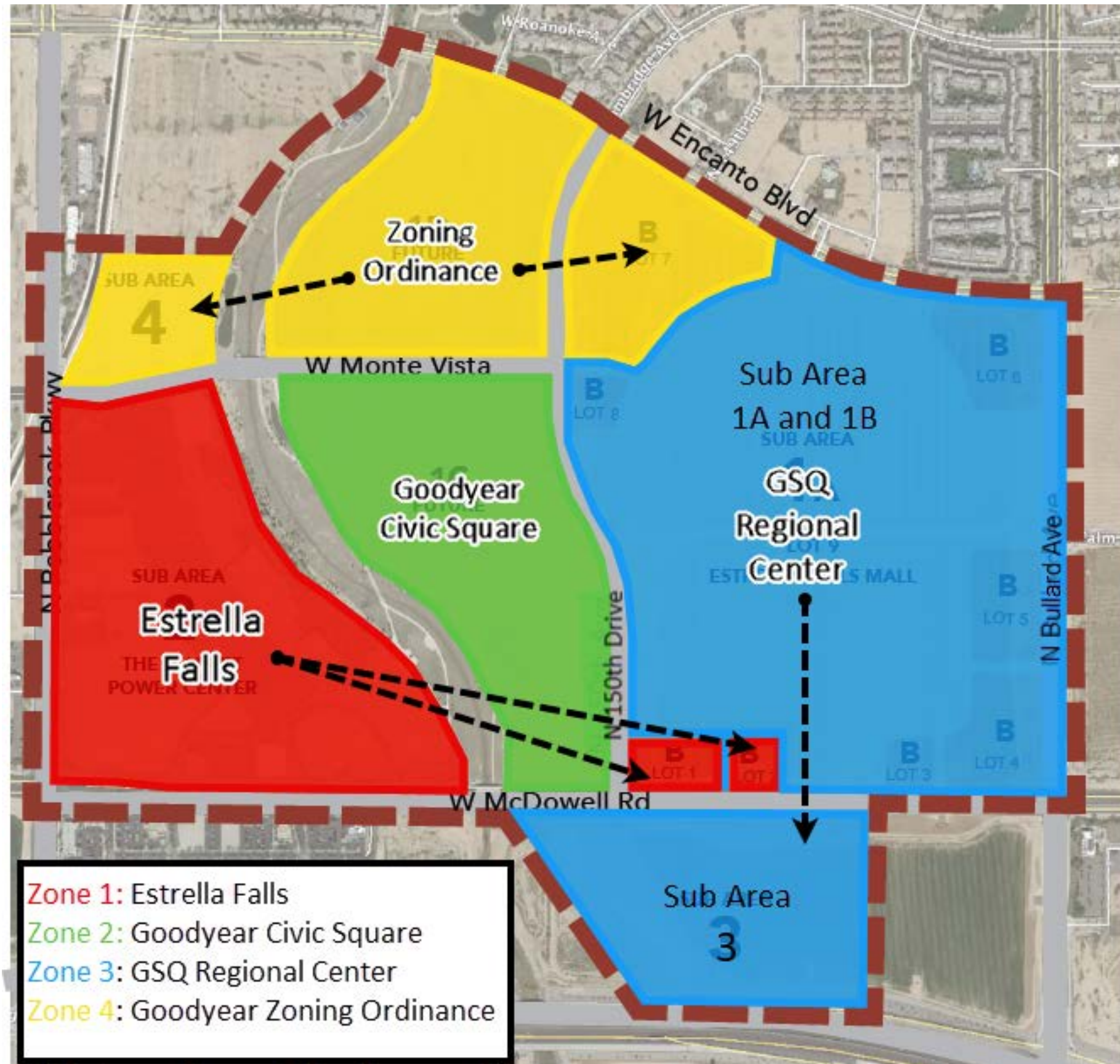
Attachment A - Comprehensive Sign Package

Attachment B - Aerial Photo

Staff Presentation

Estrella Falls, Civic Square and GSQ Comprehensive Sign Package Dated: April 2025

Tenants within this Sign Package are considered on-premise signage regardless of Zone.



Section 1 - Zone 1: Estrella Falls Sign Standards

ESTRELLA FALLS

COMPREHENSIVE SIGN PLAN



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- C - SINGLE / MULTI-TENANT MONUMENT SIGN
- BUILDING SIGNAGE MATRIX

1 SIGN PLAN

- SIGN PLAN
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- B - CENTER ID SIGN
- C - MULTI-TENANT MONUMENT SIGN
- E - TENANT DIRECTORY SIGN
- G - SHOPS WALL SIGN MATRIX
- G - PAD TENANT SIGN MATRIX
- G - MAJOR AND MINI-MAJOR SIGN MATRIX

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- AP-1 DEFINITIONS & GENERAL REQUIREMENTS
- AP-1 I SUBMITTAL REQUIREMENTS
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- AP-4 IV SIGN DESIGN CRITERIA
- AP-5 V PEDESTRIAN ORIENTED SIGNAGE
- AP-6 VI DESIGN RESTRICTIONS/CONDITIONS
- AP-7 VII TEMPORARY SIGNAGE
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PROJECT NARRATIVE AND DATA

Zone 1 and Sub Areas

Estrella Falls; "1", "1A", and "1B"

Estrella Falls (Zone 1) is broken into three areas. The largest area, identified as "1" is located at the northeast corner of PebbleCreek Pkwy and McDowell Road. The areas identified as "1A" and "1B" are located generally northeast of 150th Drive and McDowell Road. All areas follow the Zone 1 standards.

HIERARCHY OF SIGNS:

This comprehensive sign plan has been structured to provide a hierarchy of wayfinding and identification signs and standards to be used throughout. All signs will be specified within each Sub-Area Attachment and will be submitted when each site plan has been determined and developed.

The signs can be classified by the following categories:

- A. Freeway Pylon Signs - See signs A1 - This sign will provide regional/community-level identification for businesses located primarily in Zone 1, to travelers along Interstate 10 and is located in Zone 3 adjacent to Interstate 10.

This sign (1) is 85-foot tall exclusive of architectural embellishments, doubled-sided displays with project identification and tenant identification panels granted by right in the original submittal. The sign is dedicated to the Marketplace retail tenants;

- B. **Corner Identification Features:** These signs will provide the main project identification on major roadway intersections such as the northeast corner of Pebble Creek Parkway and McDowell Road and the northwest corner of Bullard Avenue and McDowell Road which incorporates the overall design theme of the project and serves to let the customers know they have arrived at the regional shopping destination, Estrella Falls.

- C.1 **Primary Multi-Tenant Monument Signs:** Designed to be a maximum height of twenty feet (20') exclusive of architectural embellishments, these signs will provide local-level identification of tenants and users within the commercial and retail areas to travelers along arterial and collector arterial roadways such as McDowell Road, Pebble Creek Parkway, 150th Avenue and Monte Vista Drive. Height and square footage of the signs will remain the same for each Sub-Area with specific designs and architectural embellishments to be addressed in the Attachment submitted for the particular Sub-Area. These signs are 20' in height with a maximum 120 square feet. The signs are double sided multi-tenant monument signs with internally illuminated tenant panels. Tenant panels are routed aluminum with back up acrylic and translucent vinyl.

- C.2. **Seconary Multi-tenant Monument Signs:** Designed to be a maximum height of ten feet (10') these signs provide local level identification for multiple tenant or single-use buildings within the development.

- E. **Pedestrian Directory Signs:** These signs provide additional directional information to people once they are approaching buildings from the adjacent parking areas. They will be placed at logical decision points to assist in pedestrian wayfinding. These can be static in nature, or if oriented to the interior of the project, can integrate electronic message center type of technology to accommodate the centers needs. Based on location, if not visible to arterial or collector designated roadway/street - these shall not be subject to permitting or code restrictions.

- G. **Tenant Wall Signage:** Wall mounted tenant signage will be addressed specifically in the Attachments for each Sub-Area.

- D. **Vehicular Directional Signs:** These signs will be located within the development to provide directional information to major tenants traveling within the developed Sub-Area in their vehicles. They will be placed at logical decision points throughout to assist in decision making and to help people find parking in the area of their destination.



ZONE 1 MAP

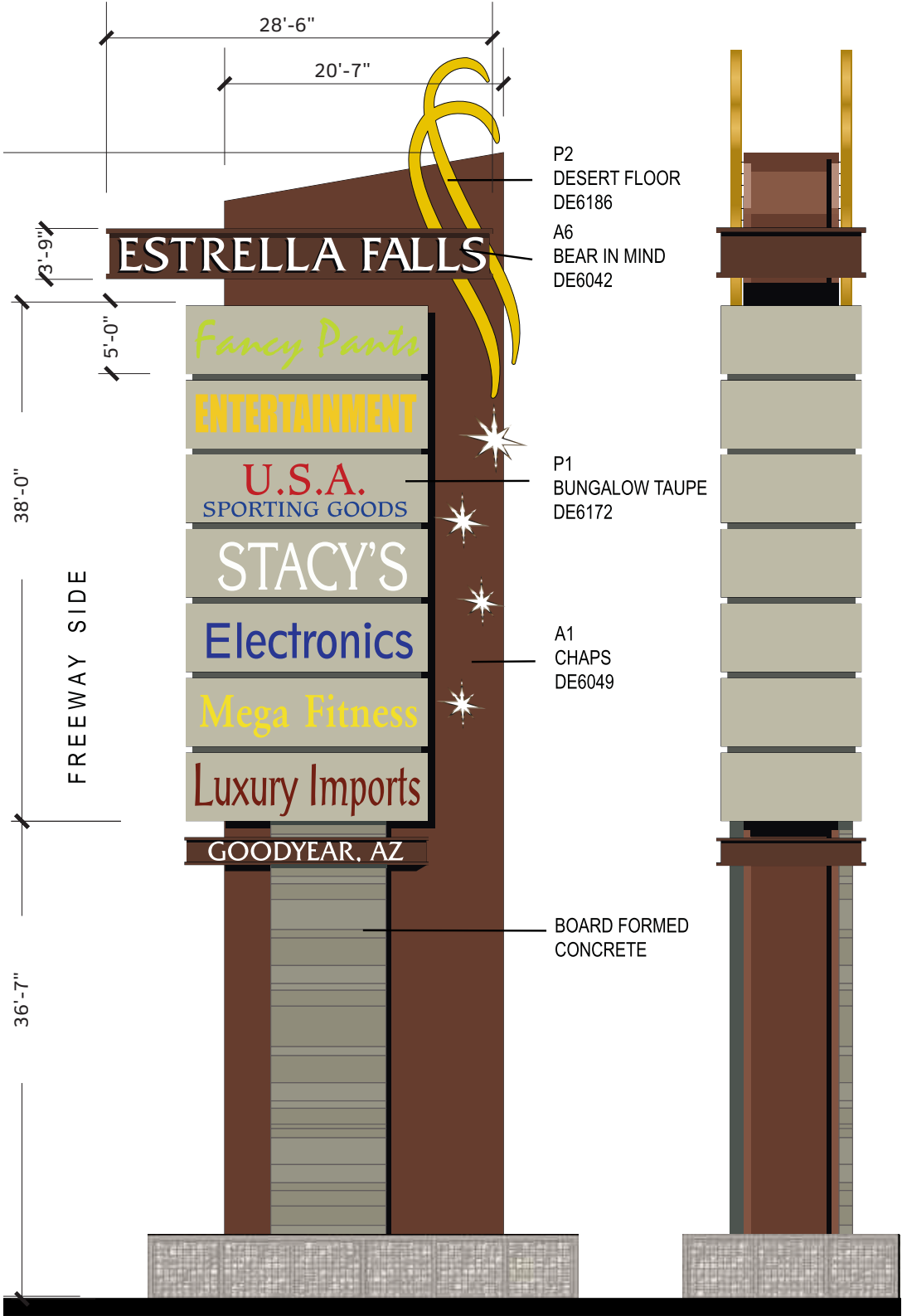


A1 - FREEWAY PYLON SIGN

Function	Project and Tenant Identification for +/- 330 acre Regional Power Center signage for all parcels associated with the "Goodyear RPC".
Location	Signs along I-10 Parcel 14 (Sub area 3)
Quantity	2 - Signs - A2 and A3

Structure and ID Sign

Materials	Textured aluminum cabinet, faux painted finish, rock gabion with metal frame base feature.
Height	85' to top of signage cabinet
Logo	Pan channel "stars" and "tail", with internal and halo illumination. 150 s.f.
ID	Pan channel letters, internally illuminated "Estrella Falls" - 4'-0" tall letters - 100 s.f. "Goodyear AZ" - 2' tall letters, 75 s.f.

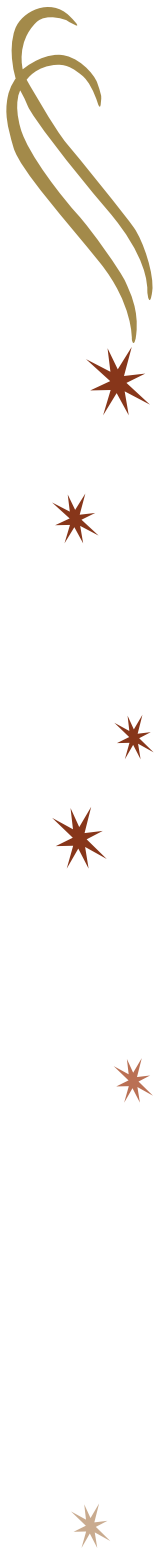


FRONT ELEVATION

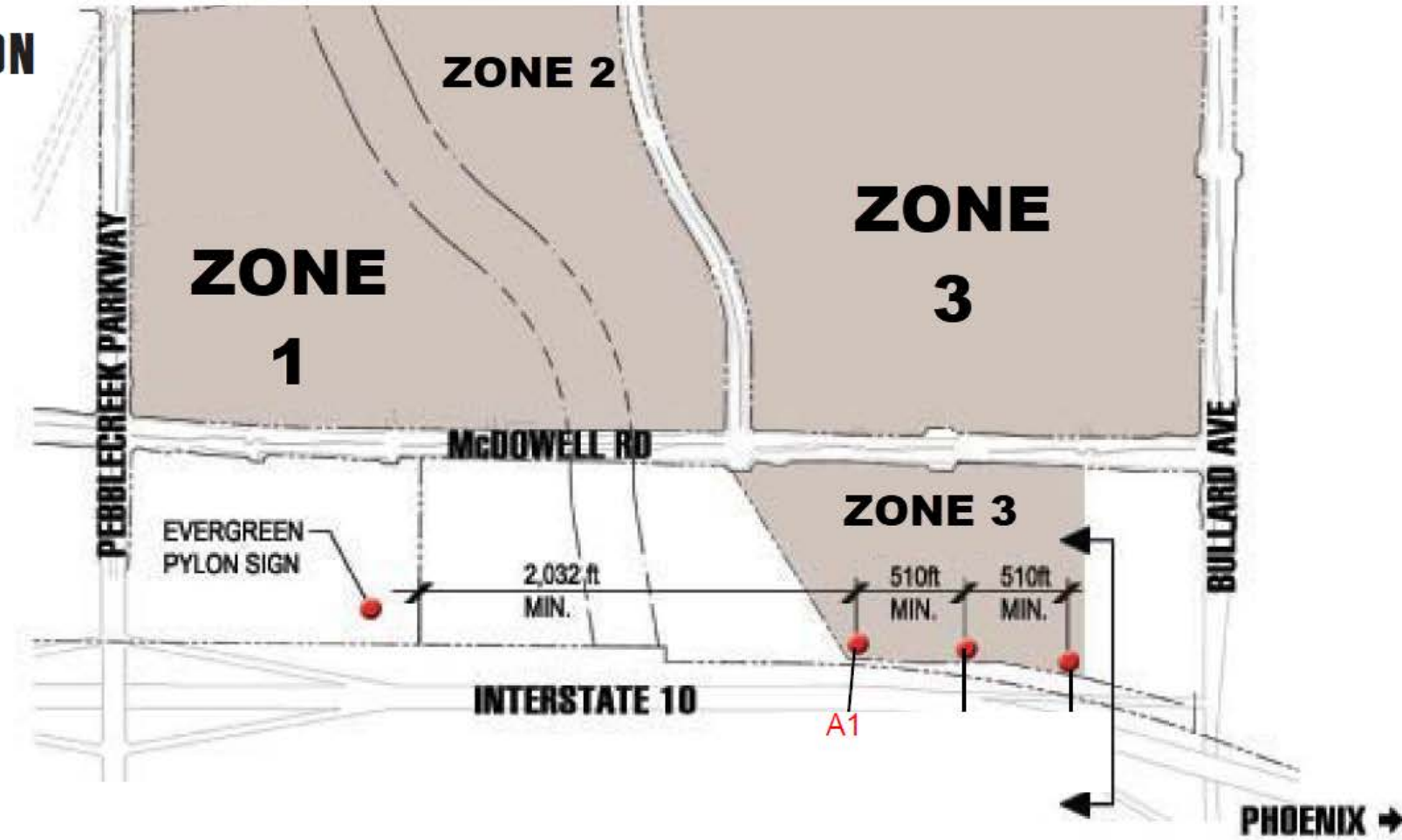
SCALE: 3/32" = 1'-0"

"Estrella Falls" 2'-6" tall letters - 75 SF
"GOODYEAR, AZ" 2' tall letters - 75 SF

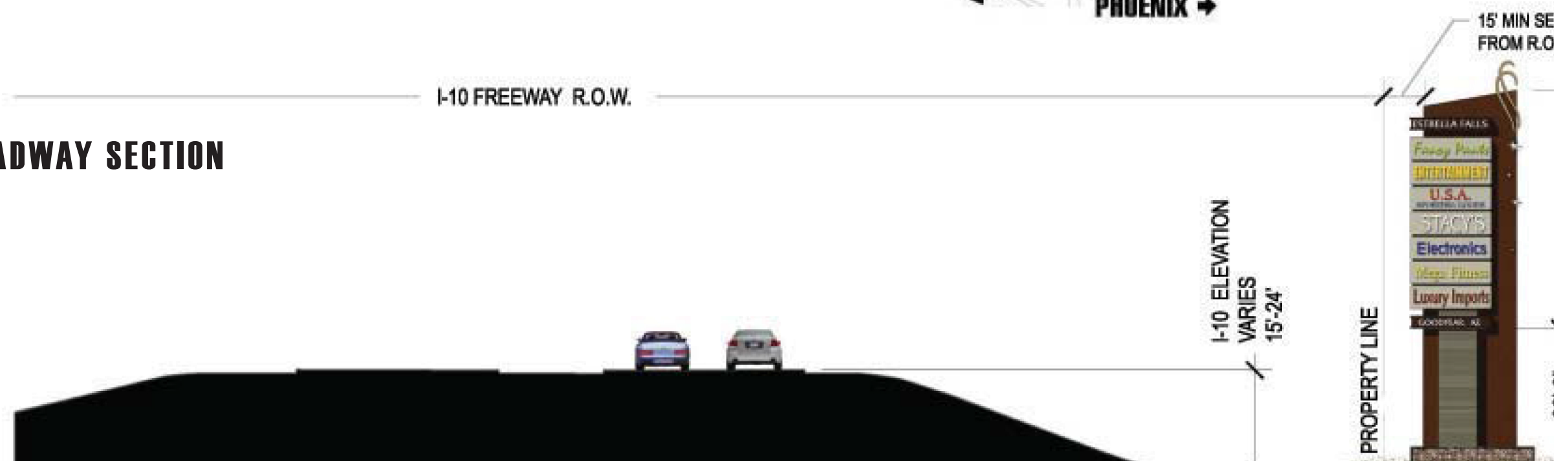
SIDE ELEVATION



PYLON SIGN LOCATION



PYLON ROADWAY SECTION

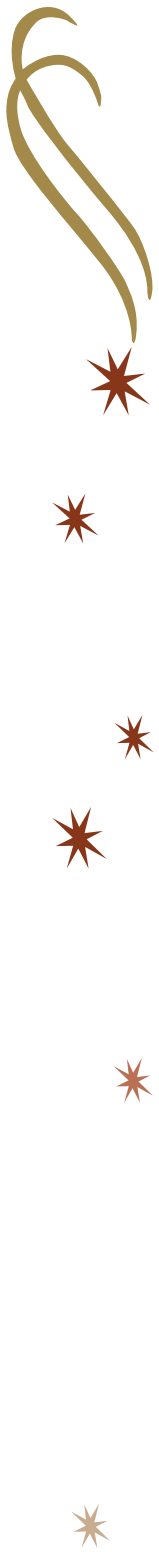


Attachment 1A and 1B



Estrella Falls

1A and 1B: Mixed Use / Commercial



1A and 1B - PROJECT DATA

ZONING

PARCEL NUMBERS

PAD-MIXED USE COMM

SEE BELOW

SITE AREAS

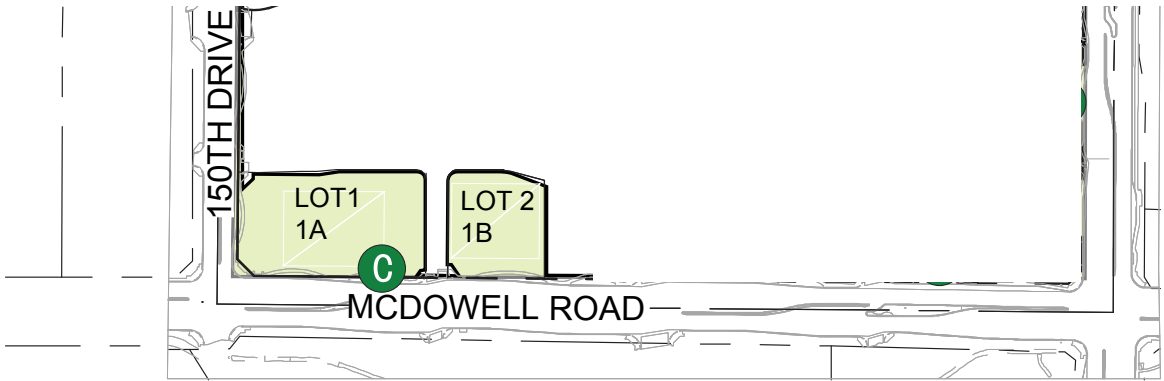
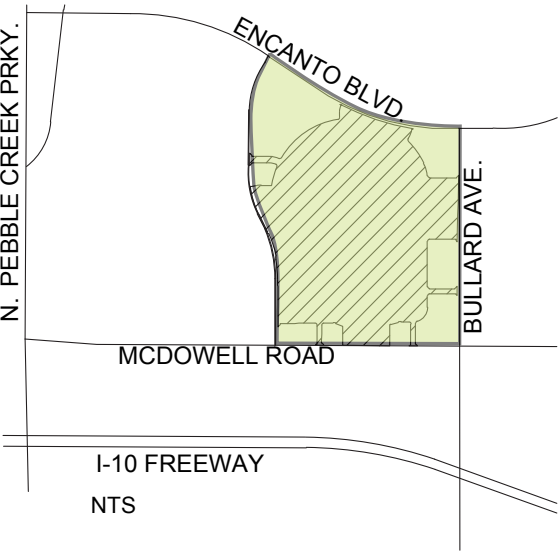
LOT 1	(124,844 S.F.)	2.87 ACRES
LOT 2	(64,494 S.F.)	1.48 ACRES

LEGEND

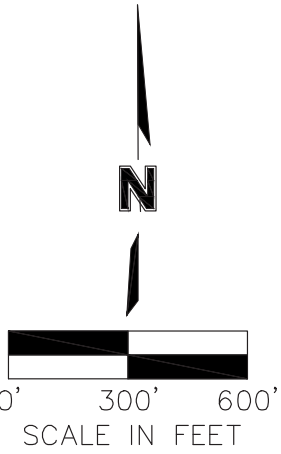
- C

 10'-0" SINGLE TENENT OR
MULTI-TENANT MONUMENT SIGN

VICINITY MAP



SECTION 32, T2N, R1W, G&SRM



C - MONUMENT SIGNS

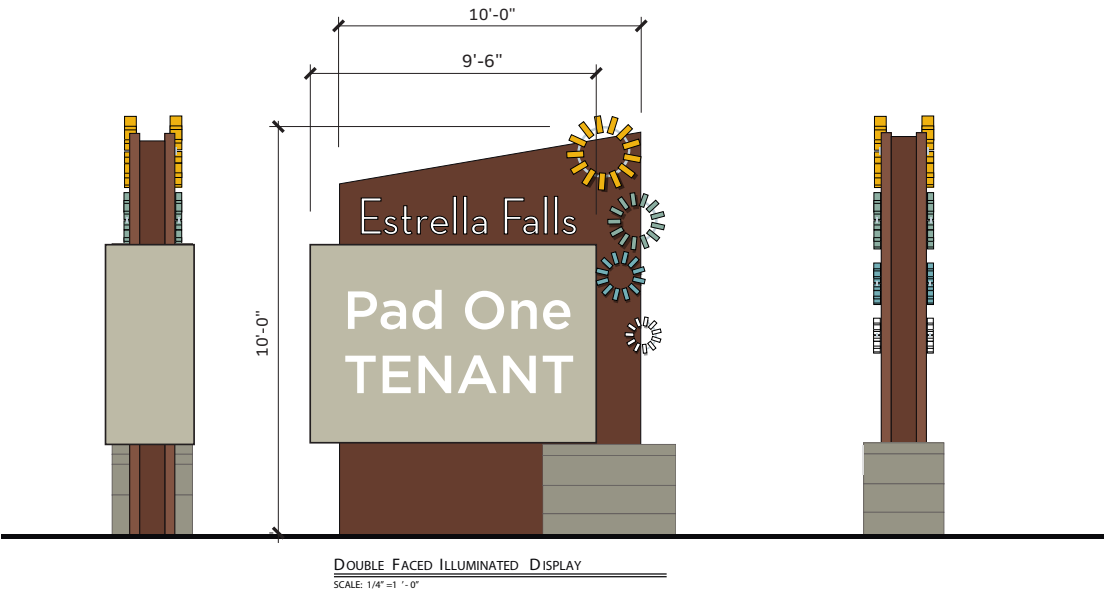
Function	Tenant identification - Multiple or single tenant for use on lots 1-8 and as needed for Mall
Location	Along perimeter roadways to Sub Area 1 at primary and secondary entry points
Quantity	(8) - 1 on 150th Avenue, 2 on Encanto Boulevard, 3 on Bullard Avenue and 2 on McDowell Road.

Structure and ID Sign

Materials	To be defined by the color and materials palette for the mall and guidelines established for the pad/ parcels surrounding the mall
Height	10' to top of signage area
Logo	Pan channel stars, with internal illumination
ID	Pan channel letters, internally illuminated

Tenant Panels

Material	Painted aluminum panel faces with routed copy and push-thru acrylic copy. Graphics per tenants corporate standards in design and color.
Size	Panels TBD with - may be split or reconfigured based on final design Graphic Area TBD with final design Total Sign Area - 96 s.f. exclusive of center ID and architectural embellishments.
Illumination	Internal



* The multi-tenant monument sign constructed just east of North 150th Drive and north of West McDowell Road is permitted to be redesigned to align with the multi-tenant standards as part of the Zone 3 Freestanding Sign Matrix - Sub Area 1A & 1B requirements.



WALL & SITE SIGN MATRIX -1A & 1B

SIGN TYPE	FUNCTION	LOCATION	QTY	HEIGHT	SIZE	ILLUMINATION	MATERIALS
Wall Signs	Tenant Identification	Wall surfaces and architectural features designed to accommodate signage	Wall surfaces and architectural features designed to accommodate signage	36" tall maximum letter height within building silhouette	2.0 s.f. / L.F. of building street frontage, 1.0 s.f. / L.F. of other walls upon which signage is placed. 200 s.f. maximum aggregate	Interior, Backlit, or a combination thereof	Aluminum, Acrylic, Painted Metal, Flexface materials
Sign C Multi Tenant Monument	Multi Tenant or Single Tenant Identification	Placed along McDowell Road, Bullard Drive, 150th Avenue and Encanto Boulevard.	8	Maximum ten feet (10') to the top of monument	96 sq.ft. maximum, exclusive of center identification and architectural embellishments	Internally Illuminated	Aluminum and other architectural materials to match architectural features
Menu Signs	Menu display and pricing	Drive Thru	Drive Thru	Per City of Goodyear sign ordinance	Per City of Goodyear sign ordinance	Interior and Ground Illumination	Aluminum, Acrylic, Painted Metal, Flexface materials
Traffic Directionals	Vehicular	Driveways and drive thru as required	Driveways and drive thru as required	Per City of Goodyear sign ordinance	Per City of Goodyear sign ordinance	Interior and Ground Illumination	Aluminum, Acrylic, Painted Metal, Flexface materials
ATM	ATM	Wall or Freestanding	Wall or Freestanding	Per City of Goodyear sign ordinance	Per City of Goodyear sign ordinance	Interior and Ground Illumination	Aluminum, Acrylic, Painted Metal, Flexface materials
Sign F2 For Sale / Leasing	Temporary	Out lots for sale/leasing/coming soon signs	1 per street frontageplus one additional per every 200 LF of street frontage within the same parcels	Twelve feet (12') tall	64 s.f. maximum	None	Wood, metal, vinyl, paint

- Signage placed on wall surfaces not visible beyond property boundaries may be exempt from sign area and placement restrictions regulated by sign ordinance and this Comprehensive Sign Plan. The City of Goodyear shall make a determination on an individual basis.



Attachment 2

THE MARKET AT
ESTRELLA * FALLS

1: COMPREHENSIVE SIGNAGE PLAN

PROJECT DATA

PROJECT INFORMATION

ZONING PAD-MIXED USE COMMERCIAL
PARCEL NUMBER 501-69-016F
PROJECT NAME THE MARKET AT ESTRELLA FALLS

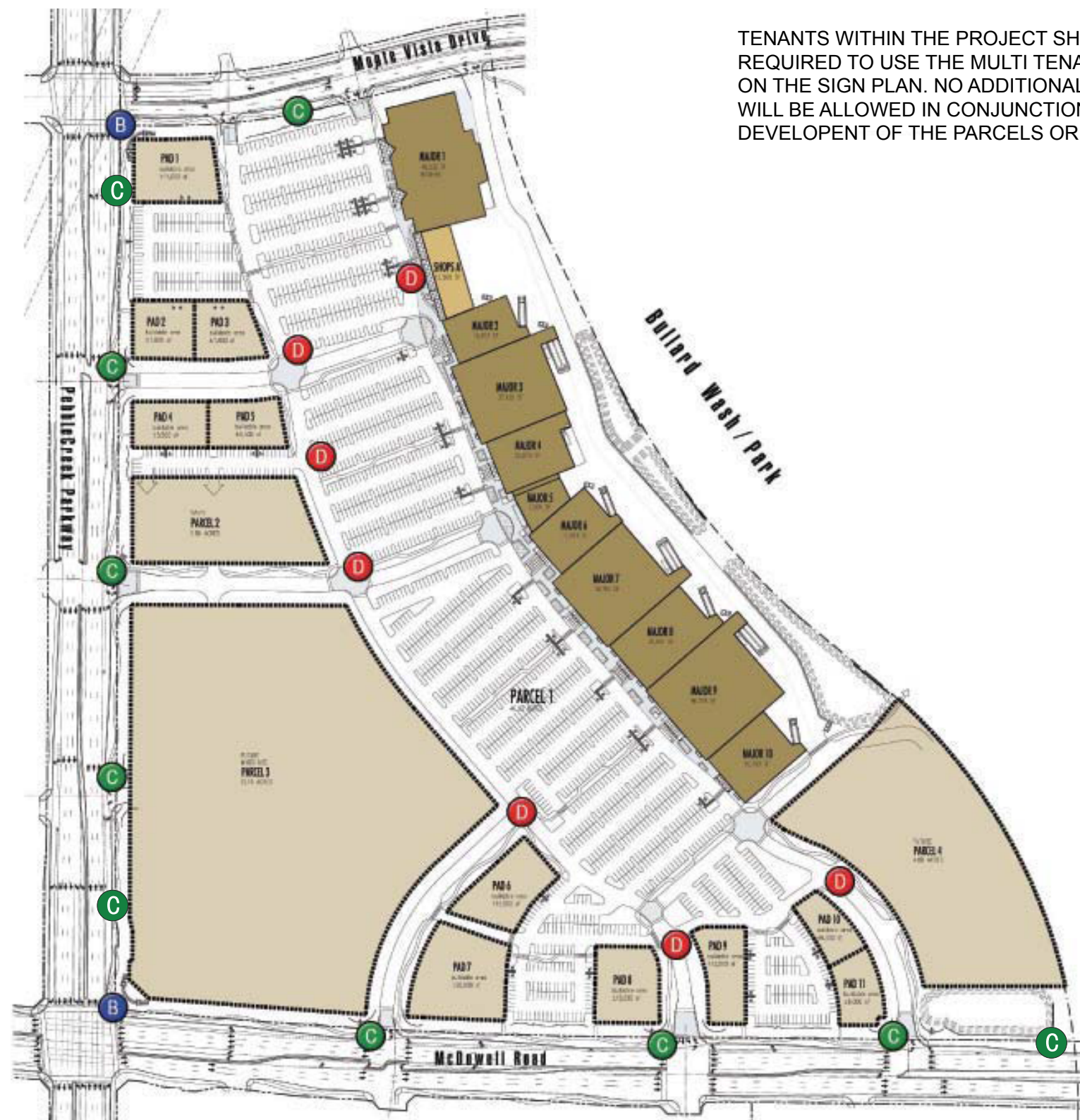
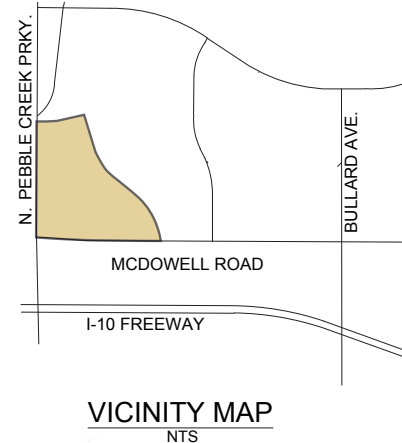
SITE AREA

PARCEL #1 (2,064,188 SF) ±47.39 ACRES
PARCEL #2 (72,122 S.F.) ±1.65 CARES
PARCEL #3 (531,1228 S.F.) ±12.19 ACRES
PARCEL #4 (212,590 S.F.) ±4.88 ACRES

LEGEND

- B** CENTER ID
- C** 20'-0" MONUMENT SIGN
- D** DIRECTIONAL SIGN
- TENANT MAP (LOCATIONS TO BE DETERMINED)

VICINITY MAP



TENANTS WITHIN THE PROJECT SHALL BE REQUIRED TO USE THE MULTI TENANT SIGN ON THE SIGN PLAN. NO ADDITIONAL SIGNS WILL BE ALLOWED IN CONJUNCTION WITH THE DEVELOPMENT OF THE PARCELS OR PADS.



FREESTANDING SIGN MATRIX - 1

SIGN	SIGN TYPE	FUNCTION	LOCATION	QUANTITY	HEIGHT	SIZE	ILLUMINATION	MATERIALS
Sign A Freeway Pylons	Pylon - A1	Project Identification/Tenant Identification	Placed along I-10 in Zone 3	1	Eighty five feet (85") to the top of pylon, exclusive of architectural embellishments	800 sq.ft. Maximum exclusive of center identification and architectural embellishments	Project and static tenants - Internally	Textured Aluminum, Faux Finish, Pan Channel Letters, Acrylics
Sign B Corner Project Identification	Channel Letters	Project Identification	Corners of McDowell Road, Pebble Creek Parkway and Monte Vista Drive	2	Maximum six feet (6') to the top of wall, Exclusive of Logo and Embellishments	Approximately 120 sq.ft. maximum exclusive of architectural embellishments	Exterior and Internally Illuminated	Aluminum and Acrylic letters, Concrete base w/ faux finish Decorative rock gabion accents
Sign C Multi Tenant Monument	Monument	Multi Tenant Identification	Placed along McDowell Road, Pebble Creek Parkway and Monte Vista Drive	10	Twenty feet (20') to the top of monument	120 sq.ft. maximum, exclusive of center identification and architectural embellishments	Internally Illuminated	Aluminum display and base, concrete accent base, routed aluminum panels, push thru acrylic copy
Sign D Internal Traffic Directional	Directional	Assist in directing flow of traffic inside the development	Strategically placed throughout interior parking areas	7	Five feet four inches (5'-4") to the top	12 sq.ft. maximum	Non Illuminated	Aluminum cabinet with reflective vinyl copy
Sign E Tenant Directory Map	Site Map	Provide tenant map for Pedestrians	Strategically placed throughout interior hardscape areas	6	Ten feet (10') to the top	96 sq.ft. Maximum 3 sided	Internally Illuminated	Aluminum cabinet 3 sided plex face with graphic map and tenant advertisements
Signs F2 For Sale/Lease	Temporary	Out lots for sale/leasing signs	Along public streets	1 per street frontage per parcel	Ten feet (10') tall	32 s.f. maximum	None	Per owners standard construction - minimum wood post and panel



B - CORNER PROJECT IDENTIFICATION SIGN



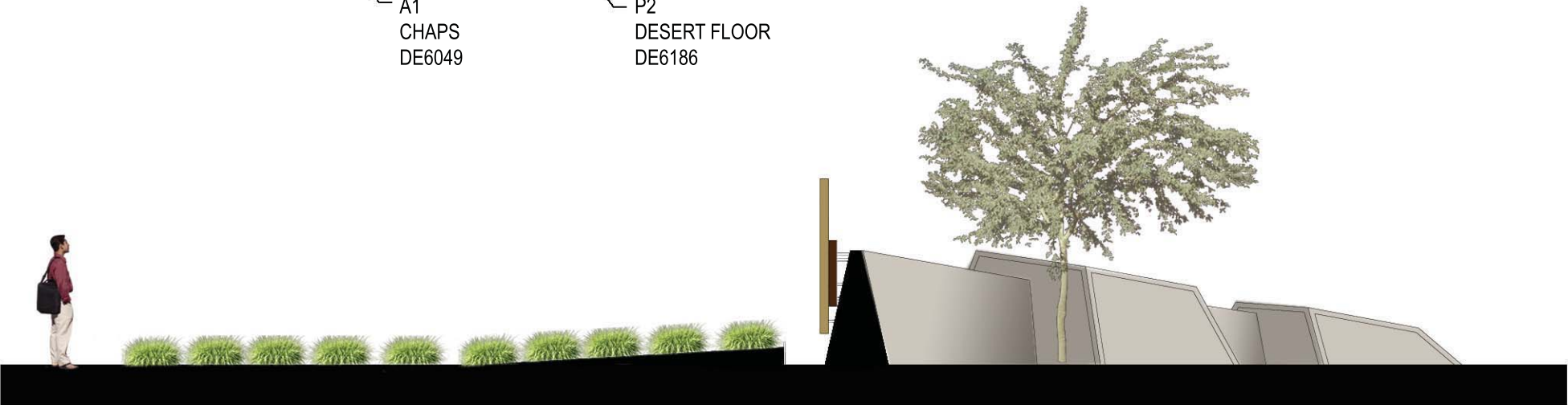
FRONT ELEVATION

A1
CHAPS
DE6049

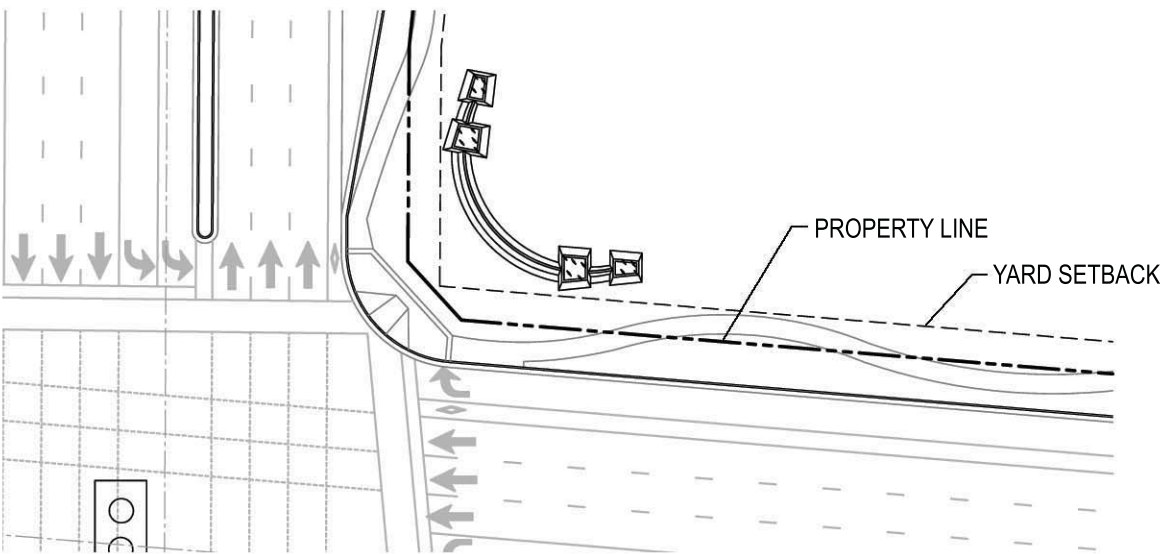
P2
DESERT FLOOR
DE6186

CENTER I.D. SIGN

Function	Project Identification
Location	1 sign at corner of McDowell & Pebble Creek 1 sign at corner of Monte Vista & Pebble Creek
Quantity	2
Materials	Curved concrete wall with Faux finish, w/ rock gabion planter box's at ends of wall
Height	6' top of wall not including logo embellishment
Logo / ID	Pan Channel 120 SF
Text Height	"Estrella Falls" = 24" "The Market" = 14" "S"and Tails" logo = 8'



SIGN SECTION



C - MULTI-TENANT MONUMENT SIGNS

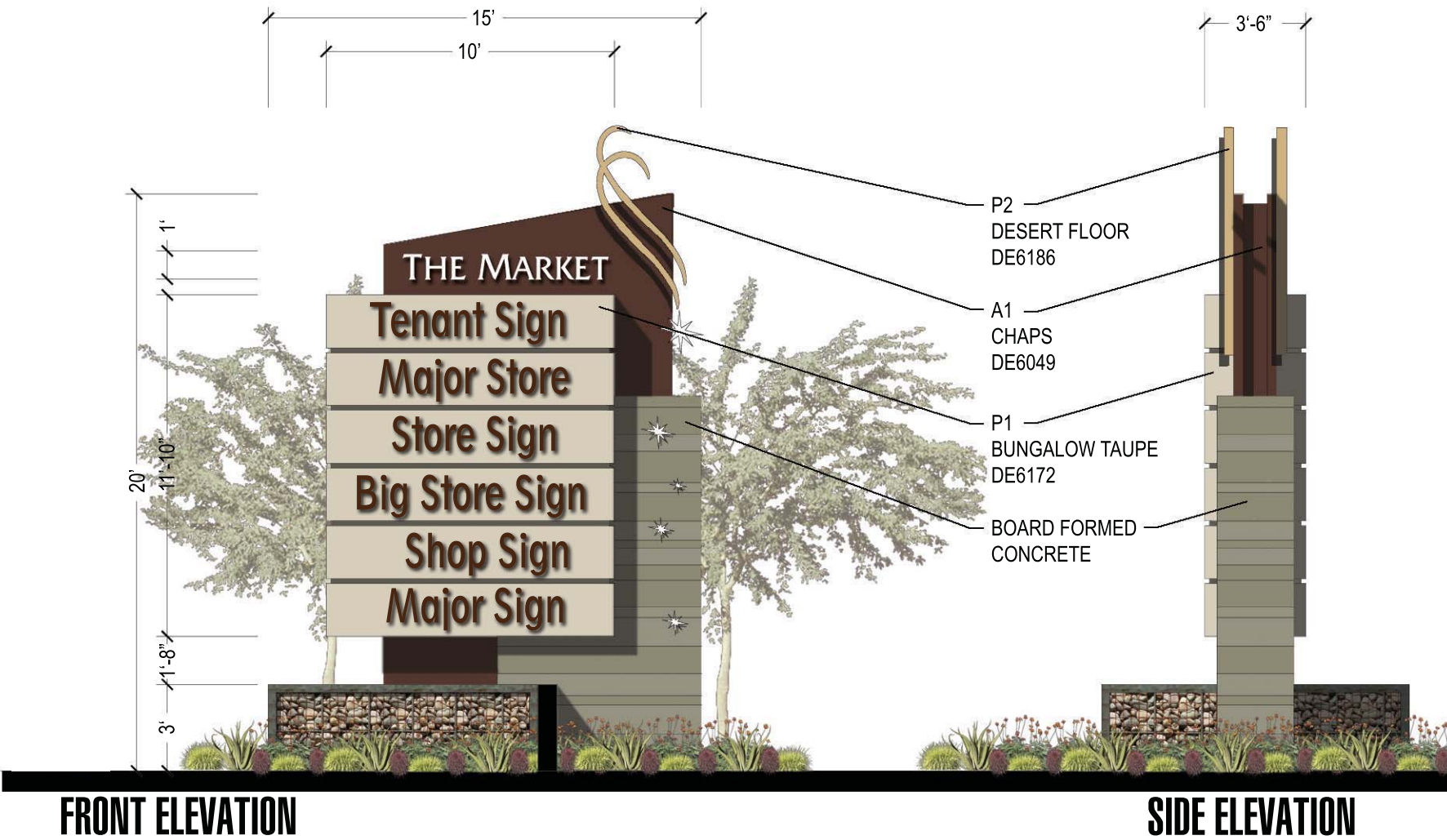
Function	Multi-tenant identification
Location	6 signs on Pebble Creek Parkway 4 signs on McDowell Road 1 sign on Monte Vista Drive
Quantity	10

Structure and ID Sign

Materials	Fabricated aluminum cabinet painted to match a selected color or faux finish with rock gabion base feature
Height	20' to top of signage area
Logo	Pan channel "star" and "tail" logo embellishment
ID	Pan channel letters, internally illuminated 25 s.f.

Tenant Panels

Material	Painted aluminum panel faces with routed and 1" push-thru acrylic copy. Graphics per tenants corporate standards in design and color.
Size	Panels 1'-9" x 10' Graphic Area 1'-2" x 9'-4" Total Sign Area = 120 s.f. exclusive of center ID and architectural embellishments.
Illumination	Internal



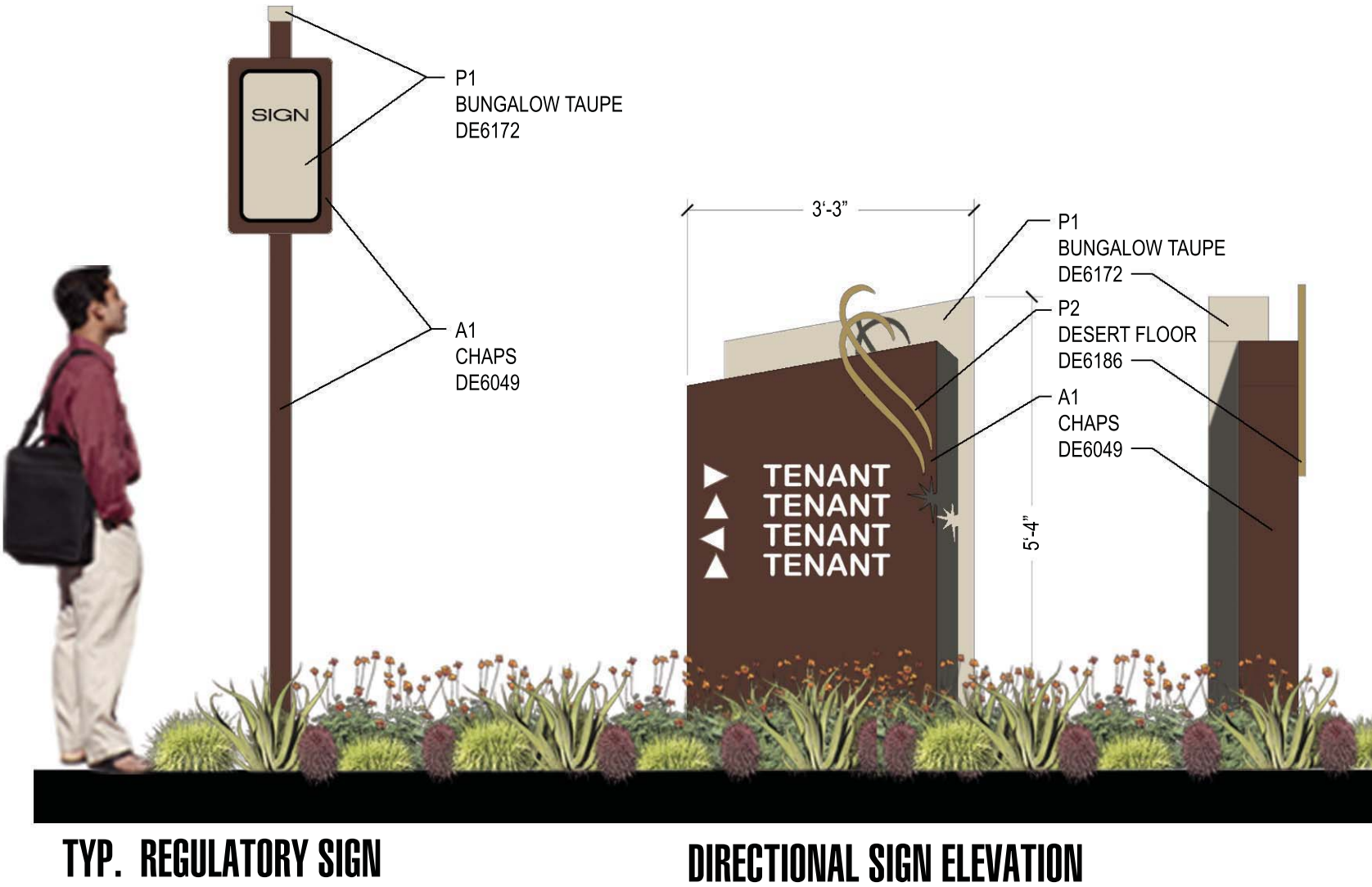
D - DIRECTIONAL AND REGULATORY SIGNS

Directional Signs:

Function	Internal project circulation and directional to key locations and tenants within the development
Location	Strategically placed within the interior of the development
Quantity	7
Materials	Fabricated aluminum cabinet painted to match a selected color
Height	5'-4"
Logo/ID	Flat cut out "star trail" painted to match a selected color. Star is recessed from the background.
Text Height	12" letters and arrows. Typeface will be standard throughout
	12 s.f. maximum sign area
	4 tenants per sign maximum

Regulatory Signs:

Material	Aluminum panels on standard posts
Height	80" to bottom of sign panels
Size	Per applicable codes
Colors	Posts and plate to match selected color
Illumination	Non-illuminated



E - TENANT DIRECTORY (TYPICAL)



INFORMATION TO INCLUDE MAP, TENANT DIRECTORY, GRAPHICS, TENANT ADVERTISEMENTS.



TYPICAL TENANT DIRECTORY
LOCATIONS TO BE DETERMINED AS NEEDED
MAXIMUM 6 LOCATIONS ON "THE MARKET AT ESTRELLA FALLS" PROPERTY.



SHOP TENANTS - BUILDING SIGN MATRIX - 1

SIGN TYPE	FUNCTION	LOCATION	HEIGHT	SIZE /AREA	ILLUMINATION	MATERIALS
Wall Signs	Tenant Identification	Wall surface and architectural features designed to accommodate signage	Shops A - 36" maximum letter height All others - 24" maximum letter height	1.5 s.f. of signage per L.F. of primary frontage 50 s.f. minimum - 200 s.f. maximum 1.0 s.f. of signage on per L.F. all other elevations. 35 s.f. minimum - 75 s.f. maximum	Interior, Backlit, Indirect, Exposed neon, LED either used singularly or a combination thereof	Aluminum, Acrylic, Lexan, Plexiglas, Painted Metals, vinyls, applied to awnings, canopies
Under Canopy Blade Sign	Tenant Identification	In front of tenant's leased space	Minimum 10' clearance to grade	8 s.f. maximum	Optional - tenants choice	Aluminum, Wood, Acrylic, painted Metals, Vinyl graphics

- Signage placed on wall surfaces not visible beyond property boundaries may be exempt from sign area and placement restrictions regulated by sign ordinance and this Comprehensive Sign Plan. The City of Goodyear shall make a determination on an individual basis.
- General Project Graphic Requirements are attached as Appendix A. In the event of a conflict between the body of this sign plan and the Appendix, the provisions contained in the body of the sign plan shall prevail.



PAD TENANTS - BUILDING AND SITE SIGN MATRIX - 1

SIGN TYPE	FUNCTION	LOCATION	HEIGHT	QTY	SIZE	ILLUMINATION	MATERIALS
Wall Signs	Tenant Identification	Wall surfaces and architectural features designed to accommodate signage	36" tall maximum letter height within building silhouette	Maximum 4 sets - 1 per elevation visible to vehicular or pedestrian	2.0 s.f. / L.F. of building street frontage, 1.0 s.f. / L.F. of other walls upon which signage is placed. 200 s.f. maximum aggregate	Interior, Backlit, Indirect, Exposed neon, LED either used singularly or a combination thereof	Aluminum, Acrylic, Painted Metal, Flexface materials
Menu Signs	Menu display and pricing	Drive Thru	Per City of Goodyear sign ordinance	2 per drive aisle	Per City of Goodyear sign ordinance	Interior and Ground Illumination	Aluminum, Acrylic, Painted Metal, Flexface materials, electronic reader boards
Traffic Directional	Vehicular	Drive Thru	Per City of Goodyear sign ordinance	2 per site, minimum - or as required to provide safe movement	Per City of Goodyear sign ordinance	Interior and Ground Illumination	Aluminum, Acrylic, Painted Metal, Flexface materials
ATM	ATM	Wall or Freestanding	Per City of Goodyear sign ordinance		Per City of Goodyear sign ordinance	Interior and Ground Illumination	Aluminum, Acrylic, Painted Metal, Flexface materials

- Ornamental features such as metal trim, neon tubing, and sculptural shapes shall be excluded from the maximum letter height limitation.
 - Drive thru directional signs and menu board frames shall be painted to match the building exterior.
 - No clearance drive thru bars allowed.
 - No outline lighting around building is allowed.
 - Building awnings may not be backlit to accentuate the awning.
- Signage placed on wall surfaces not visible beyond property boundaries may be exempt from sign area and placement restrictions regulated by sign ordinance and this Comprehensive Sign Plan. The City of Goodyear shall make a determination on an individual basis.
 - General Project Graphic Requirements are attached as Appendix A. In the event of a conflict between the body of this sign plan and the Appendix, the provisions contained in the body of the sign plan shall prevail.



MAJOR AND MINI-MAJOR TENANTS BUILDING SIGN MATRIX - 1

DESIGNATION	SIGN TYPE	FUNCTION	LOCATION	HEIGHT	SIZE	ILLUMINATION	MATERIALS
Major Tenant with occupancy greater than 50,000 sf	Wall Mounted Signs	Tenant Identification	All elevations that offer readability	72" letter/logo front elevation maximum letter height. Rear and side elevation 48" maximum letter height.	1.50 s.f./Linear Foot of building street frontage or elevation upon which signage is placed (Typical). 400 s.f. maximum aggregate.	Interior, Backlit, Indirect, Exposed neon, LED either used singularly or a combination thereof	Aluminum, Acrylic, Painted Metal, Flexface material
Mini-Major Tenant with occupancy greater than 10,000 s,f, but less than 50,000 s.f.	Wall Mounted Signs	Tenant Identification	All elevations that offer readability	60" front elevation maximum letter height. Rear elevation 48" maximum letter height	1.50 s.f./Linear Foot of building street frontage or elevation upon which signage is placed (Typical). 300 s.f. maximum aggregate.	Interior, Backlit, Indirect, Exposed neon, LED either used singularly or a combination thereof	Aluminum, Acrylic, Painted Metal, Flexface material.
Mini-Major Tenant with occupancy less than 10,000 s.f.	Wall Mounted Signs	Tenant Identification	All elevations that offer readability	36" maximum letter height Rear elevation 36" maximum letter height	1.50 s.f./Linear Foot of building street frontage or elevation upon which signage is placed (Typical). 250 s.f. maximum aggregate.	Interior, Backlit, Indirect, Exposed neon, LED either used singularly or a combination thereof	Aluminum, Acrylic, Painted Metal, Flexface material.
All Tenants	Under Canopy Blade Sign (Optional)	Tenant Identification	All elevations that offer readability	Below architectural canopy. Minimum 10' clearance	8 s.f.	Optional	Aluminum, Acrylic, Painted Metal, Vinyl Graphics

- Sign area may be increased by up to twenty-five (25%) percent to accommodate national corporate identification programs
- Signage place on wall surfaces not visible beyond property boundaries may be exempt from sign area and placement restrictions regulated by sign ordinance and this Comprehensive Sign Plan.
- General Project Graphic Requirements are attached as Appendix A. In the event of a conflict between the body of this sign plan and the Appendix, the provisions contained in the body of the sign plan shall prevail.





Appendix A

General Requirements and Procedures

SIGNAGE DEFINITIONS

The following definitions are used throughout the comprehensive signage plan and are exclusive to this document.

Aggregate Sign Area

The total area of all permitted signs pertaining to any one Tenant, which includes Street-front signage, arcade and window signage/graphics.

Arcade/Shingle Signs

Under pedestrian arcade or canopy area, oriented perpendicular to the walkway to identify Tenants storefront entry. Can be suspended or flag mounted.

Architectural Frontage

The portion of the building frontage of the leased space which has been delineated through use of reveals, patterning, materials, finishes, column breaks, etc., that creates a special area for signage.

Architectural Awnings

Elements which are constructed of permanent type of materials and are an integral part of the building elevation design.

Building Leased Frontage

The overall lineal foot frontage of a leased space.

Cabinet (Typical)

Acrylic, Plexiglas, or plastic-faced panels with surface or second-surface applied or painted graphics, internally backlit in a square or rectangular box construction.

Custom Cabinet

Cabinet designed and fabricated in multiple planes, colors, finishes and unique shapes and forms. Typically with dimensional illuminated letters and opaque backgrounds. Cabinets must be designed and fabricated with a minimum of three (3) signage/graphic levels with opaque face planes of contrasting colors, textures or material from one another to create depth and dimension. Unless as part of a nationally registered and/or trademarked logo, rectangular shaped “cabinets” are strictly prohibited.

Graphics

Lettering, symbols, and logos used for name identification (primary identification), and for identification of product and services (secondary identification or modifiers).

In-line - stores that share common walls within shopping center with a common and connected pedestrian arcade along entrances.

Sign Area

The aggregate area of all the smallest rectangle(s) that encloses all the elements of a sign’s lettering and logos. Vertical space between lines of graphics and text are exempt.

Sign Envelope

The overall height and length allowances of sign area designated for Tenant sign placement on a building elevation. Proportioned as 75% of the vertical height and 80% of the horizontal width of the architectural surface it is placed on.

Street Front Signage

Signage installed parallel to the building fascia, typically located along the front of the building on a parapet, fascia or building wall intended for the viewing of vehicular traffic.

Storefront Signage & Graphics - Permanent

Signage located along the storefront portion, oriented to the pedestrian. This includes the transparent portion of storefront (windows) and/or solid wall areas used for merchandise display and permanent graphics, awnings, tenant suite number, logo and name identification, secondary name modifiers, hours of operation, services or name brand marketing, menu cabinets, etc.

Storefront Signage & Graphics - Temporary

Any sign, banner, pennant, balance or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other like material with or without frames.

GENERAL REQUIREMENTS

These criteria have been established for the purpose of maintaining a continuity of quality and aesthetics throughout all retail areas within Estrella Falls for the mutual benefit of all tenants and to comply with the approved Master Sign Package for the development, regulations

of the City of Goodyear Sign Ordinance, building and electrical codes of any governmental authority having jurisdiction.

Conformance will be strictly enforced, and any non-compliant signs installed by a tenant shall be brought into conformance at the sole cost and expense of the tenant. These criteria are subject to final approval by the City of Goodyear as part of a Master Sign Package submittal. If a conflict is found to exist between these criteria and final criteria approved by the City of Goodyear, the latter date shall prevail.

I. Submittal Requirements

All signage proposed by future tenants and parcel facilities shall be required to be included with architectural submittals made to the Developer/Landlord and the Developer/Landlord’s representative.

Submittal shall include four (4) hard copies and one PDF to Developer/Landlord upon request of scaled color elevations for all building signage and freestanding signs showing the size of lettering, size of sign, construction and installation details, color schemes, materials and finishes, and placement locations of signage in relation to each elevation. Approval or disapproval of sign submitted based on aesthetics or design shall remain the sole right of Landlord or his representative.

The representatives appointed by and/or the Developer/Landlord himself, shall review the drawings of the proposed signage and return marked “Approved”, “Approved as Noted”, or “Revise and Resubmit”.

- “Approved” drawings will permit the tenant to proceed with permitting and sign fabrication and installation in accordance with the drawings.
- Approved as Noted” drawings will permit the tenant to proceed with permitting and sign fabrication and installation, provided the modifications noted are incorporated into the design.
- Revise and Resubmit” drawings will be returned to the tenant with comments. These drawings shall be revised and resubmitted for Developer/Landlord approval within forty-five (45) days of their return to tenant.



II. Compliance Procedures

- A copy of the Developer/Landlord’s approval of a sign shall be submitted to the City with all requests for sign permits.
- Tenant and his/her contractor shall secure all necessary City of Goodyear sign permits or variances prior to fabrication and installation of signage.
- The Developer/Landlord reserves the right to disapprove any sign which deteriorates or is damaged after installation for any reason. If the Developer/Landlord so informs the Tenant of such disapproval, the Tenant will promptly repair or remove such sign. The Tenant must show proof that the damaged sign is in the process of repair/replacement within 30 days of notice received by Landlord or the representative.
- The Tenant is responsible for providing concealed electrical power to the location of the sign, as well as time clocks at their breaker boxes. Signs will go on and off at the time schedule designated by the Developer/Landlord and Project Manager. Tenant is responsible for verifying all conduit and transformer locations and service prior to fabrication.
- In no case is the Tenant or his/her contractor to penetrate the roof of the building for any reason. Access shall be approved by the Developer/Landlord.
- All required penetrations for the designated area for signage shall be neatly sealed in a watertight condition.
- Building signs shall be attached in designated area “signage envelopes” only and the area may not exceed 80% of the leased storefront.
- The entire installation, maintenance and operating costs shall be at the expense of the Tenant.
- No typical “Cabinet” signs will be permitted unless used to illustrate a registered trademark or logo or is part of a national or regional branding campaign. All logo cabinets must be approved by Landlord. No exposed raceways allowed.
- Freestanding signs will not be permitted except as already approved by this plan.

- Projecting, flag mounted or sign perpendicular to the exterior elevation of the storefront shall be permitted, with the exception of under-canopy applications provided for by this plan.
- All electrical signs and their installation must comply with local building and electrical codes.
- No exposed conduit, tubing or transformers will be permitted.
- All conductors transformers and other equipment shall be concealed.
- The copy content of the Tenant’s signage shall not include the product sold, except as a part of the Tenant’s trade name.
- Tenant shall be liable for the operation of their sign contractor.
- Tenant’s sign contractors shall repair any damage caused by the said contractor’s work.
- Upon termination of the lease, Tenant shall remove his/her sign and return the sign wall surface to its original condition, repairing all penetrations in a water-tight fashion and repaint to match adjacent surfaces.
- No labels shall be permitted on the exposed surface of the signs, except those required by local ordinance. Required labels to be placed in an inconspicuous location.
- All window graphics and displays must be presented in a clearly illustrated manner and shall be subject to approval prior to fabrication.
- **Installation:** Electrical connections shall be concealed to remote and/or self contained transformers. All signage shall be installed in compliance to the City of Goodyear electrical code and UL2161/UL48 specifications.

III. General Construction Requirements

- All exterior signs shall be secured by concealed fasteners, stainless steel, or nickel or cadmium plated.
- All signs shall be fabricated using full welded construction or similar method to conceal light leaks.
- All penetrations of the building structure for sign installation shall be neatly sealed in a water tight condition.
- No labels or identifications shall be permitted on the exposed surface of signs except those required by local ordinance, which shall be applied in an inconspicuous location.
- Tenant shall be fully responsible for the operations of Tenant’s sign contractor. Shall indemnify, defend and hold Developer harmless for, from and against damages or liabilities on account thereof.

IV. Sign Design Criteria

Tenant building mounted identification signs shall be individual illuminated letters and logos that may include pan channel metal letters with acrylic faces, reverse pan channel “halo” illuminated letters, 3Dimensional cabinets, or any combination thereof.

The letters are to be mounted onto the building fascia or sign area as designated by landlord. Any sign installation found to be non-compliant shall be repaired immediately at the Tenant’s sole expense.

Letter Style or Logo Restrictions:

Copy and/or logos utilized shall be per the Tenants choice or corporate logo/trademark or service mark, subject to the approval of Developer and/or Developer’s agents and the City of Goodyear.

All national retailers shall be permitted to utilize their standard corporate identification programs subject to sign area limitations contained in the approved Comprehensive Sign Plan wall signage matrix.



No tenant signage will be allowed to be dominated by the service/or product it provides, nor be the "tenant Identification".

NAIL SALON

Bold and blocky san serif as service ID only - not allowed

The Art of Nails
NAIL SALON

San serif font used with a name and style - allowed

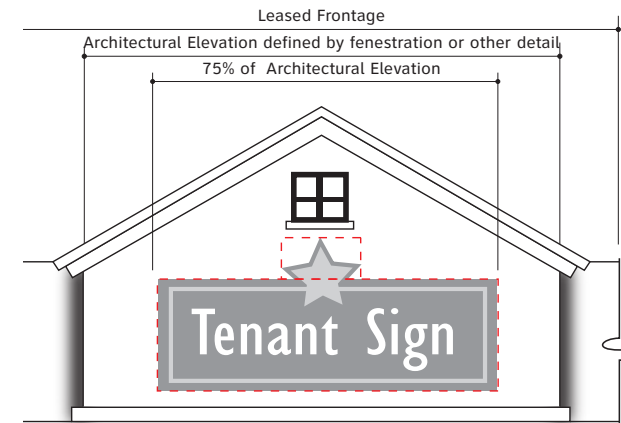
The Art of Nails
NAIL SALON

SALLEY HANSON • LOREAL • LANCOME

Sign Area Calculation

See matrix for individual sizes and restrictions.

A sign mounted on a delineated background panel or area distinctively painted, textured or constructed that integrates with the signage and/or is colored from the tenants corporate standards colors shall be counted as part of the signage area.



Ornamental features such as metal trim, neon tubing, and sculptural shapes shall be excluded from the maximum letter height limitation.

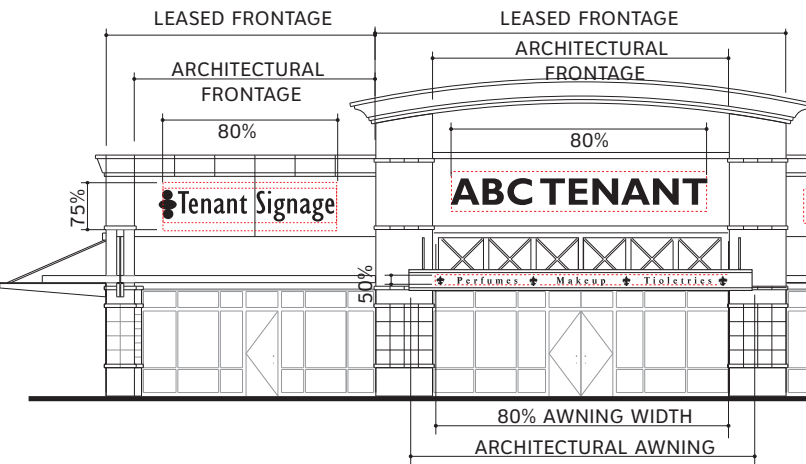
Individual letters and/or graphics installed against a wall or fascia of a building, screen wall or other structure that has not been painted, textured or otherwise altered to provide a distinctive, customized area to an individual tenant background, shall be measured as 90% of the sum of the smallest rectangle that will enclose all letters and logos.

Calculation of sign area shall be the area within the smallest rectangle(s) to enclose all elements of the graphics.



Height and Length Calculation

In no event shall any sign exceed seventy-five (75%) percent of the building elevation and/or wall surface upon which it is placed. The available surface area of the architectural sign area shall regulate sign length not to exceed eighty (80%) horizontal width.



A minimum of 1/2 the letter height line spacing shall be used between all multiple lines of signage layouts.



SIGNAGE GUIDELINES

Reverse Pan / Pan Channel Letter/Logo Construction:

- Individual pan channel letters and logos must be constructed of minimum of 0.050 aluminum returns.
- Pan channel letter faces must be a minimum 3/16" Plexiglas, acrylic or lexan.
- Reverse pan channel letter faces must be a minimum of 1/8" thick.
- No "channelume" "Letteredge" or similar material will be allowed. Exposed conduits, fasteners, tubing or transformers will not be permitted. All cabinets, inductors, transformers or other equipment will be concealed in a water tight condition.
- Self-contained letter construction is allowed for major tenants with a maximum 12" deep.

Custom Cabinet Design:

These custom cabinets utilize a multiple layered design with a mix of opaque, translucent backgrounds and various types of lettering and internal illumination built around a single unit.

- Cabinets must be designed and fabricated with a minimum of three (3) signage/graphic levels, each a minimum of 1" deep.
- Cabinet face planes must be opaque with contrasting color, texture or material from one another to create depth and dimension.
- Unless as part of a nationally registered and/or trademarked logo, rectangular shaped "cabinets" are strictly prohibited.
- Main identification letters (primary name) shall be dimensional reverse pan or pan channel with a minimum 1" thick dimension.
- Secondary copy, which is less than 5" in height and/or background graphics, may be routed from the face with either backup or push-through acrylic. This does not count as a layer since the depth does not meet the 1" minimum depth.

- Exposed neon shall be raised off the face of the sign can be used and will be considered a different level, but will be limited to a maximum of ten percent (10%) of the overall sign square footage.
- All custom cabinets may be installed up to 1-1/2" off face of building to provide for halo illumination.
- Custom cabinets shall be internally illuminated and should be halo illuminated to provide definition of the outer edge of the cabinet.
- Creative designs and forms are encouraged.

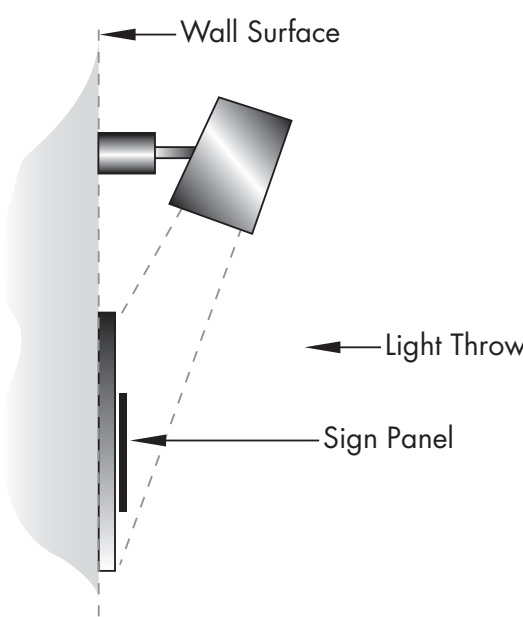
Colors:

- Retainers for Pan channel letters must match letter face color.
- Colors are per Tenant's corporate standards with the exception that no fluorescent colors will be allowed. Retainers for pan channels must match letter face color. For National Tenants, returns and retainers may be per corporate standards.
- All bolts, fasteners, clips, etc., shall be painted out to match the sign mounting surface.

Illumination:

Tenant building signage may be internally illuminated, halo to create a silhouette, exposed neon and/or a combination of lighting methods mentioned herein.

For specially approved non-internally illuminated applications, supplemental lighting must be provided for appropriate signage recognition. The supplemental lighting must be incorporated into the facade or wall design either as a concealed feature, design element, or architecturally approved light bar (i.e. decorative accent fixtures, pin down lights, goose-necks, architectural finished cabinets, etc., (see below).



Lighting source may include fluorescents or LED's and various forms and shapes. Specific lighting components are not strictly specified. Designs shall be approved by the owner.

The use of LED's is highly encouraged for energy economics and good "green" building practices. If LED's are used, the color of diodes should be closely considered in their design application to ensure color and light metrics provide the best use of materials and resources.

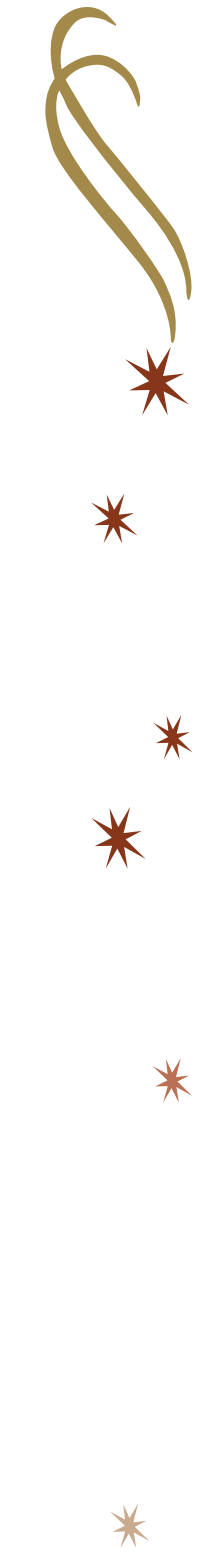
Awnings and Canopies:

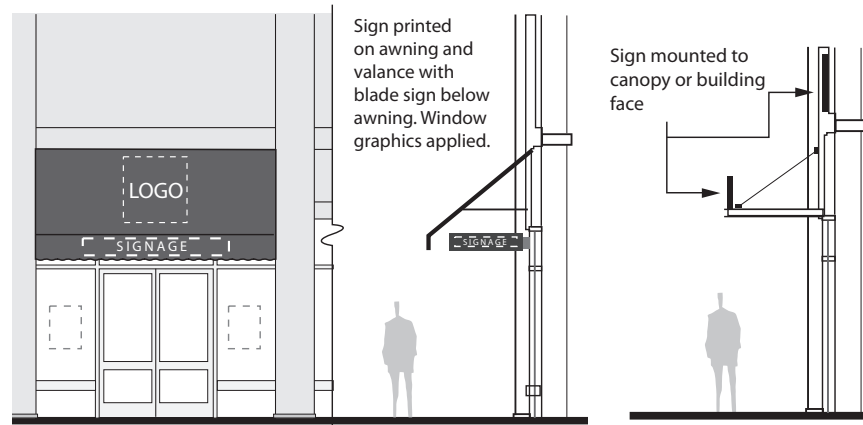
Both types may have signage mounted parallel and perpendicular with the building frontage.

Awning signs are typically considered to be a non-rigid surface over steel or aluminum structure, suspended of the building fascia, over windows and doors.

Signs can be painted, silk-screened, custom stitching, incorporate three-dimensional elements and lettering on a perpendicular end or on a valance.

Fabric surface mounted awnings may only be indirectly illuminated. No interior up-lighting will be allowed.





Canopies are typically rigid structures, project horizontally over longer distances of pedestrian walkways or promenades, or can be smaller and located at a primary entrance.

With Developer/Landlord approval, signs may be hanging, surface mounted, top mounted or projecting letters off all rigid components of the structure.

Multi-dimensional designs through layering or a graphic designed illusion is encouraged.

Dimensional or individual illuminated letters applied to structural elements may be internal or back lit illuminated and appropriate to the design.

Visible raceways are not permitted unless architecturally integral to the canopy.

Projecting Signs

Blade/Flag Mounted

Signs that come off the building surface more than 18" typically oriented perpendicular to the building face, but can be parallel to the building surface based on design. Projecting signs will be allowed where such application adds to the design environment of the public walkway, is appropriate to the tenants product and accentuates the building's frontage overall appearance.

Marquees

Typically oriented horizontally for the viewer between the first and second floor tenant spaces and acts as a canopy at the front door and usually provides changing product, show or event information on multiple sides. Marquees shall be integrated architecturally and structurally with the building features. Projecting signs are often incorporated into the marquee design for added identification purposes.

Designs shall be integrated into the style of architecture and materials used in the project. Special engineering and structural requirements shall be provided as required for installation. Projecting and marquee designs should be three-dimensional in nature, multiple planes of materials, lettering and illumination options.

Installation

The mounting height of the blade sign can extend higher than the Tenant's leased Storefront provided that the building elevation can accommodate the location and there is no interference with other architectural features.

Projecting signs shall comply with the following:

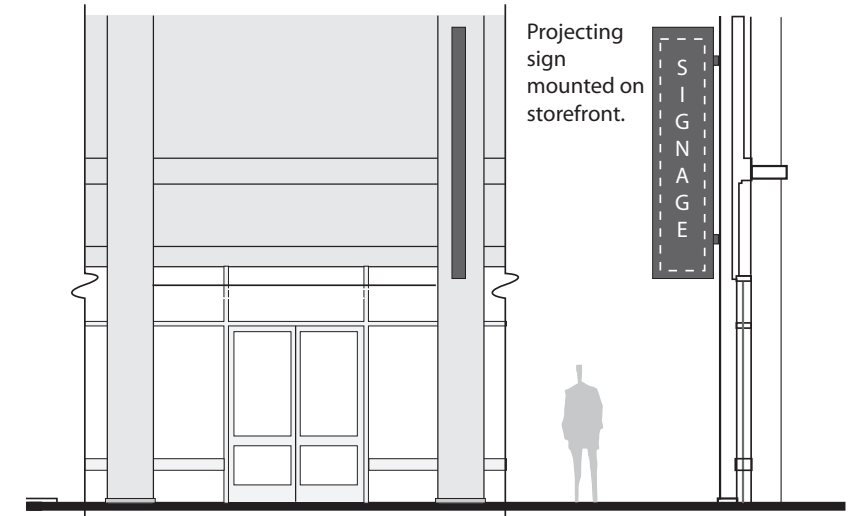
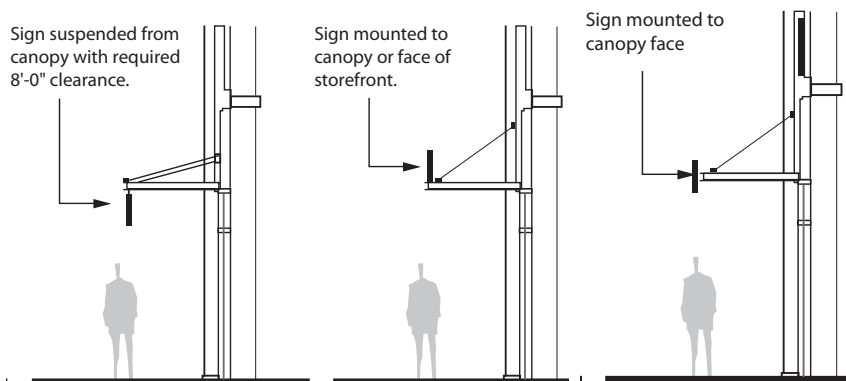
Minimum clearance: 9'-0"

Horizontal projection requirements

Maximum Projection: 8'-0"

Horizontal projection requirements are measured from the tenants lease line or base building frontage. No projection will be permitted to impede the flow of emergency vehicles.

Mounting brackets should be decorative elements and integral to the overall design.



V. Pedestrian Oriented Signage

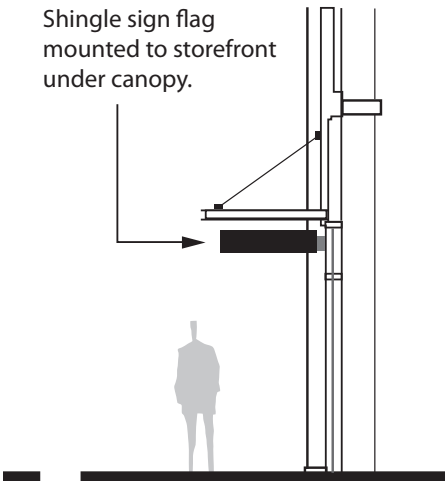
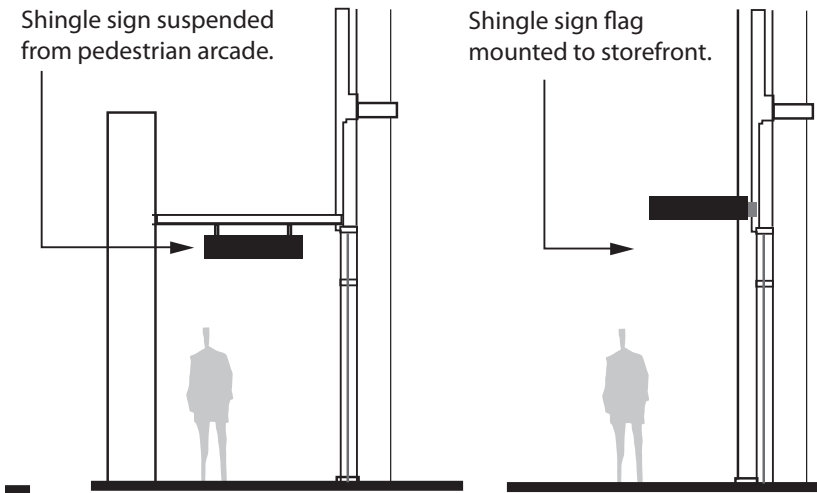
Arcade Sign (In-line Shops)

- In-line tenants may have one arcade sign. Tenants with more than one public entry will be allowed a maximum of two (2) arcade signs only if the entries are on two different elevations.
- Tenants will be allowed to create their own unique three-dimensional panel with their recognized corporate identity and design theme subject to approval of the Owner/Developer. Creative blade signs are required. All signs must conform to eight (8) square feet maximum and need to be submitted and approved by owner prior to installation.



- Blade signs are required to be metal with thickness appropriate to the design. Tenants will be required to use a standard arm or hanging device as designed by the Landlord. Arm and hanging device will be consistent throughout the development an provided by the Developer.
- This signage shall not count against the Tenant's square footage allotment.
- Bottom of Sign - Minimum 10'-0" above finished floor
- Orientation - Perpendicular to storefront

See allowable installation methods and locations below.



Window Graphics

- No more than 25% of each individual window, panel or awning area may have signage/graphics applied to or within 3' behind the window area.
- Storefront graphics aggregate allowances include all temporary signage applications and/or any permanent identification signage.
- All storefront signage and graphic layouts shall be approved in writing by the Owner's representatives for quantity and consistency prior to submittal to the City of Goodyear for permitting approvals.
- Menus for take-out or eat-in restaurants, or in-store services must be within an architecturally integrated enclosed design element and shall not exceed 25% of the window/panel area. These may be internally illuminated.
- Banners, soap and water color hand painted graphics are prohibited.

Suite Identification

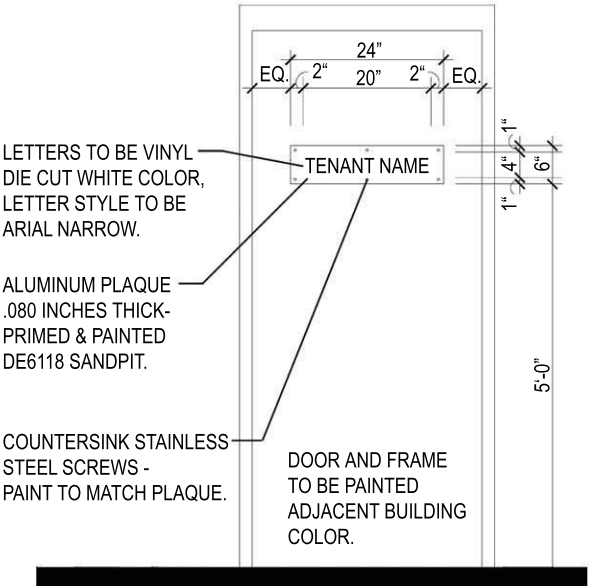
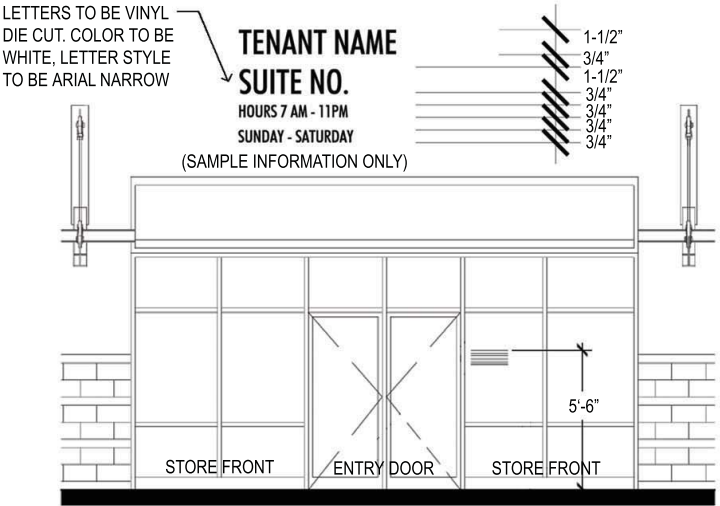
- Suite numbers shall appear directly over each entry, to be applied white vinyl on the exterior of the glass. Six-inch (6") high suite numbers to be displayed in Arial Narrow font.

Hours of Operation

- Hours of operation shall appear adjacent to each entry to be applied vinyl on the exterior of the glass. Layout to be approved by Owner/Developer.

Back Door Signage

- All shops and freestanding buildings with exterior, non-public entrances may have identification signage located at the rear of the building.
- This signage shall be non-illuminated and shall not exceed four (4) square feet in area.



VI. Design Restrictions and Conditions

- Storefront graphics may not be "off the shelf" - prefabricated emulating neon tubing elements or use fluorescent colors.
- No printed, hand lettered, window painted sales promotions will be allowed.
- Printed menus are not allowed to be taped to windows. Menus for take out or eat in restaurants, or in-store services must be within an architecturally integrated, enclosed design element and shall not exceed the 25% of the window/panel area. These may be internally illuminated.
- No continuous "black-out" sheeting will be allowed. Merchandise display areas must be provided of the tenants products/graphics.
- Drive-thru directional signs and menu board frames shall be painted to match the building exterior.
- Ornamental features such as metal trim, neon tubing, and sculptural shapes shall be excluded from the maximum letter height limitation.

VII Temporary Signs

1. Sales or Leasing Signs

F1 - Master Developer Real Estate Development signs for marketing, coming soon, lease information for sub-areas of the project are allowed signage on pre-defined marketing monuments.

Each location is limited to five-hundred (500) s.f., eighteen (18') feet tall.

F2 - Temporary signs advertising the sale or leasing within the center will be allowed. For individual lots/parcels/pads, these signs shall not exceed twelve (12) feet in height and a total of 64 square feet per side in sign area. Minimum of one (1) sign per street front will be allowed. An additional sign will be allowed for each three- hundred (300) feet of frontage.

Content for all temporary signs may include project information, developer and contractor names, phone numbers, electronic and social media tags and addresses, images of proposed development, lifestyle and marketing campaign slogans, etc., but must be presented in a readable and well designed application.

2. Construction Signs

A sign denoting the Architects, Engineers, Contractor and other related subjects will be allowed for initial construction phases only. Said sign will be removed within 10 days after building occupancy. One sign for each separate construction project will be allowed. Each sign shall not exceed eight (8) feet in height and a total of thirty-two (32) square feet per side in sign area.

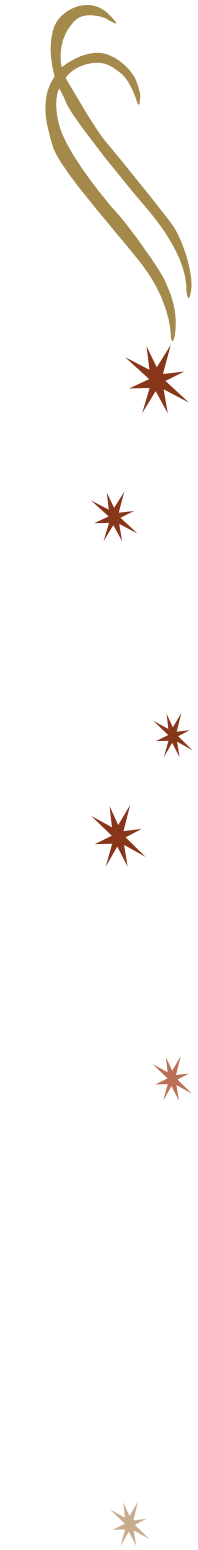
3. Future Tenant Signs

Signs listing the name of a future major tenant will be allowed until the initial occupancy of the tenant with Developer/Landlord's prior approval in its sole discretion. Said signs shall not exceed ten (10) feet in height and a total of thirty-two (32) square feet in sign area, per side.

Temporary and/or short term tenants (one year or less) or canceled tenancy shall be limited to the signage types of non-wall penetrable installation and illumination methods.

VIII PROHIBITED SIGNS

- No clearance drive-thru bars allowed.
- Awnings may not be back-lit to accentuate the awning.
- Vehicle signs, signs on or affixed to trucks, automobiles, trailers or other vehicles which advertise, identify or provide direction to a use or activity not related to its lawful making of deliveries of sales or merchandise or rendering of services from such vehicles is prohibited. Vehicles making deliveries shall not be parked within the center beyond the time necessary to make such deliveries or for a period longer than one (1) hour without Developer/Landlord approval.
- No signs, advertisements, notices, or other lettering shall be displayed, exhibited, inscribed, painted, or affixed on any part of the buildings visible from outside the premises, except as specifically approved by the owner's representative.
- Tenant shall not hang or display any promotional banners in the common area or on the exterior walls of Tenant's lease space, unless specifically designated as lifestyle graphics in pre-approved areas.
- Signs that are installed without written approval from the owner's representative, or that are inconsistent with approved drawings, are subject to removal and re-installation by the Developer at the Tenant's expense.
- Rude, obscene, offensive, animated, flashing, blinking, rotating, moving, or audible signs.
- Placards; posters; playbills; postings; paintings; flags; signs in public rights-of-way and common areas; and fixed balloons are not permitted in any location, whether or not visible from outside the premises.
- No sign twirlers, live or automated mannequins.
- No tent signs.
- Change-panel signs are prohibited, except at gas stations.
- Prohibited signs will be removed at the Committee's discretion. Removed signs may be discarded.



Section 2 - Zone 2: Goodyear Civic Square Sign Standards



**GSQ COMPREHENSIVE SIGN PLAN
Amendment #1**

October 10, 2024

A PARTNERSHIP:



GLOBE CORPORATION

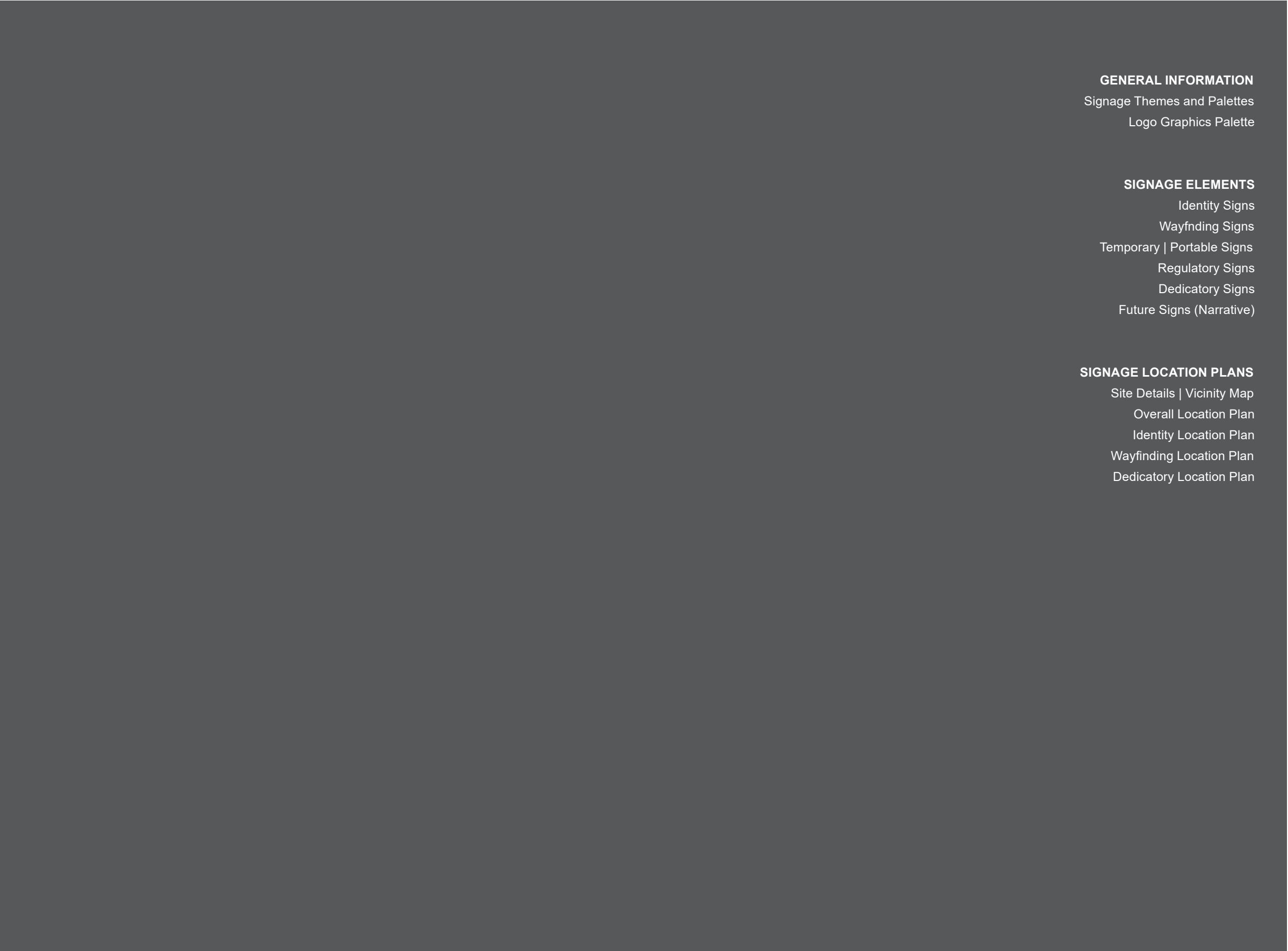
PREPARED BY:

THINKING CAPS DESIGN
1425 North First Street, Suite 101
Phoenix, Arizona 85004
602.495.1260 | www.thinkingcaps.net

REVISED BY:

BOOTZ & DUKE SIGN CO.
2831 W. Weldon Ave.
Phoenix, Arizona 85017
602.272-9356 | www.bootzandduke.com

VISUAL COMMUNICATIONS INC.
Saint Paul, Minnesota
612-840-5867 | www.visualcomm.com



GENERAL INFORMATION
Signage Themes and Palettes
Logo Graphics Palette

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

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

SECTION 005
005.0.1
005.0.2

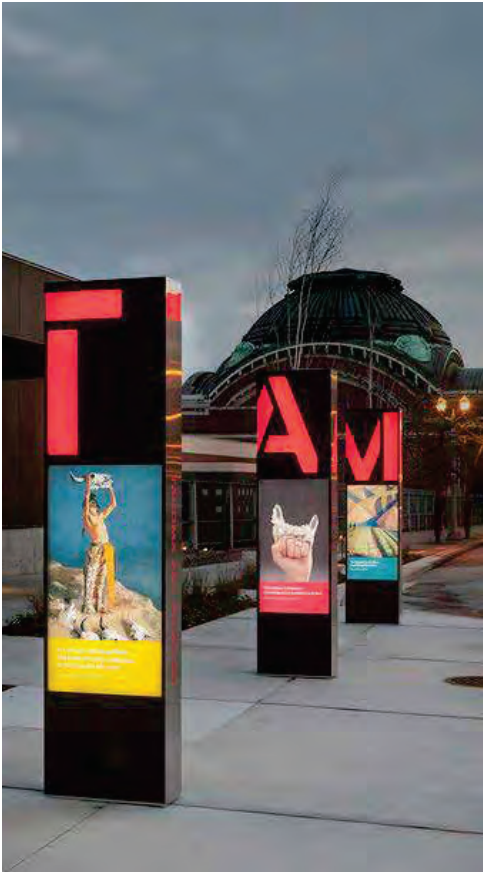
SECTIONS 005.1 thru 005.5
005.1.1 thru 005.1.12
005.2.1 thru 005.2.4
005.3.1
005.3.1 thru 005.3.5
005.4.1thru 005.4.3
005.5.1 thru 005.5.7

SECTION 005.6
005.6.1.1
005.6.1.2
005.6.2
005.6.3
005.6.4

clean

contemporary

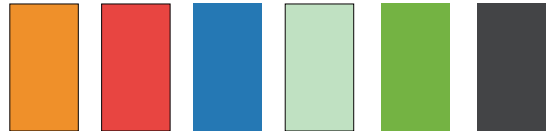
CLASSIC



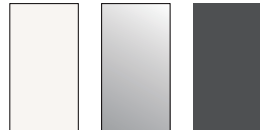
CLEAN LINES.
COMTEMPORARY APPROACH.
CLASSIC DESIGN.

SIGNAGE PALETTES

COLOR PALETTE



METAL PALETTE



ACRYLIC PALETTE



SIGNAGE FONTS

PRIMARY FONT PALETTE

CENTURY GOTHIC
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789

CENTURY GOTHIC BOLD
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
0123456789

ARCHITECTURAL FONT

ARIAL BOLD
ABCDEFGHIJKLMNOPQRSTUVWXYZ

PROJECT LOGO



FONT PALETTE

MARKETING | SOCIAL MEDIA FONTS

MINISTRY

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

0123456789

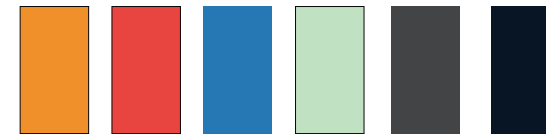
GRAVESEND

ABCDEFGHIJKLMNOPQRSTUVWXYZ

ABCDEFGHIJKLMNOPQRSTUVWXYZ

0123456789

COLOR PALETTE



OFFICE BUILDING B LOGO



FONT PALETTE

MARKETING | SOCIAL MEDIA FONTS

MINISTRY

ABCDEFGHIJKLMNOPQRSTUVWXYZ

abcdefghijklmnopqrstuvwxyz

0123456789

GRAVESEND

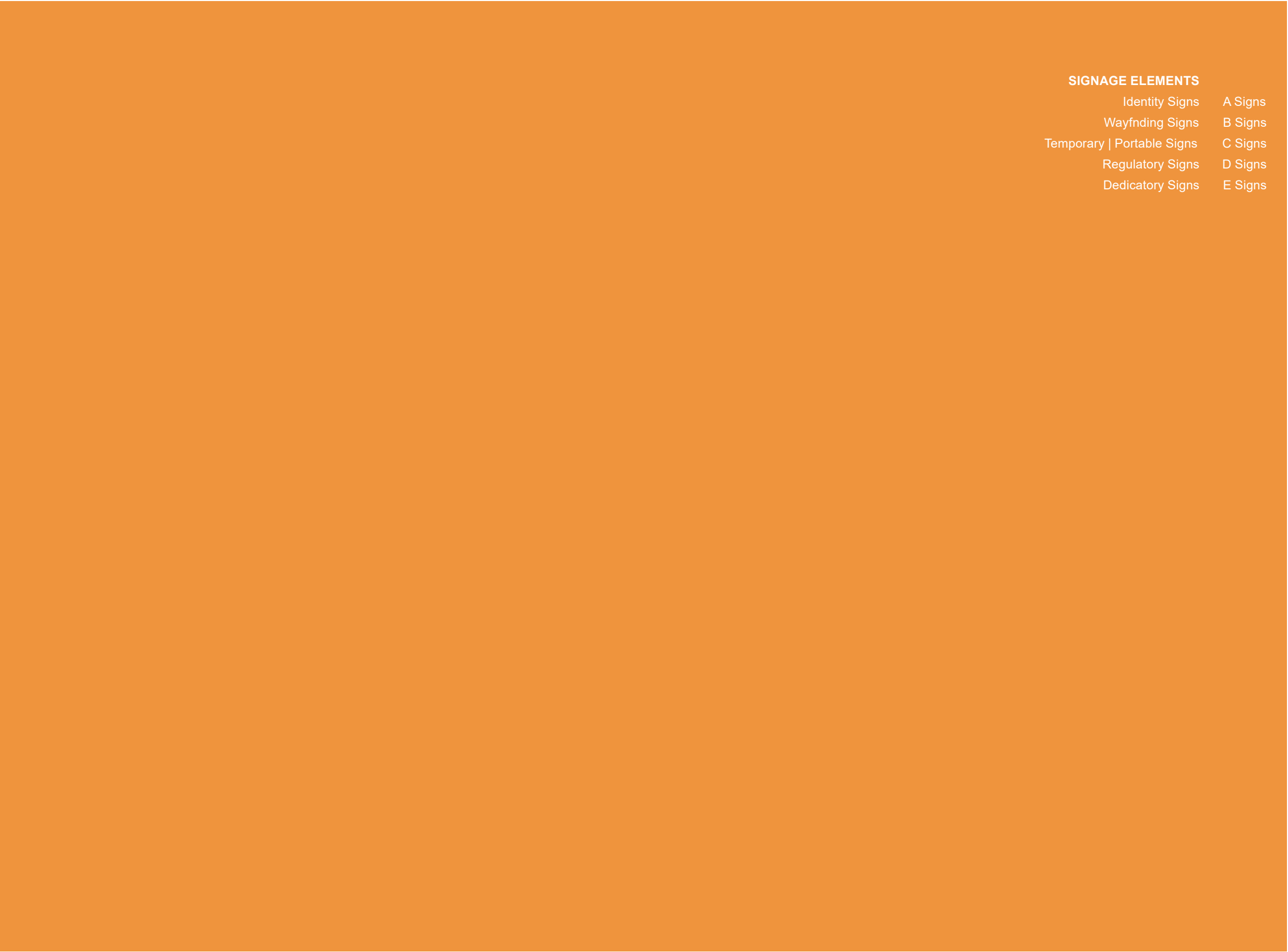
ABCDEFGHIJKLMNOPQRSTUVWXYZ

ABCDEFGHIJKLMNOPQRSTUVWXYZ

0123456789

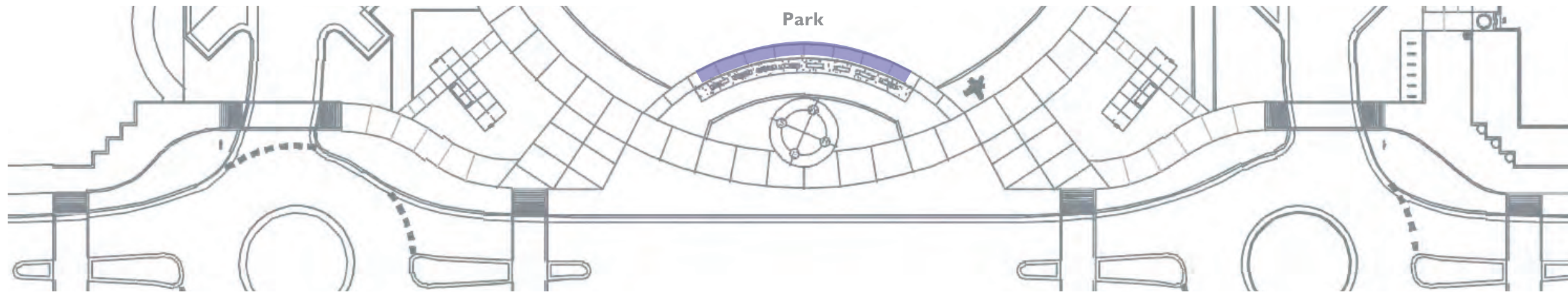
COLOR PALETTE





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

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



A-1: GOODYEAR IDENTIFICATION LETTERS - PROPOSED LOCATION

Scale: Not to Scale

SIGN TYPE: A-1

GOODYEAR IDENTIFICATION LETTERS

LOCATION: 150TH AVE TERMINUS

FONT: ARIAL

MATERIALS

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

CONSTRUCTION

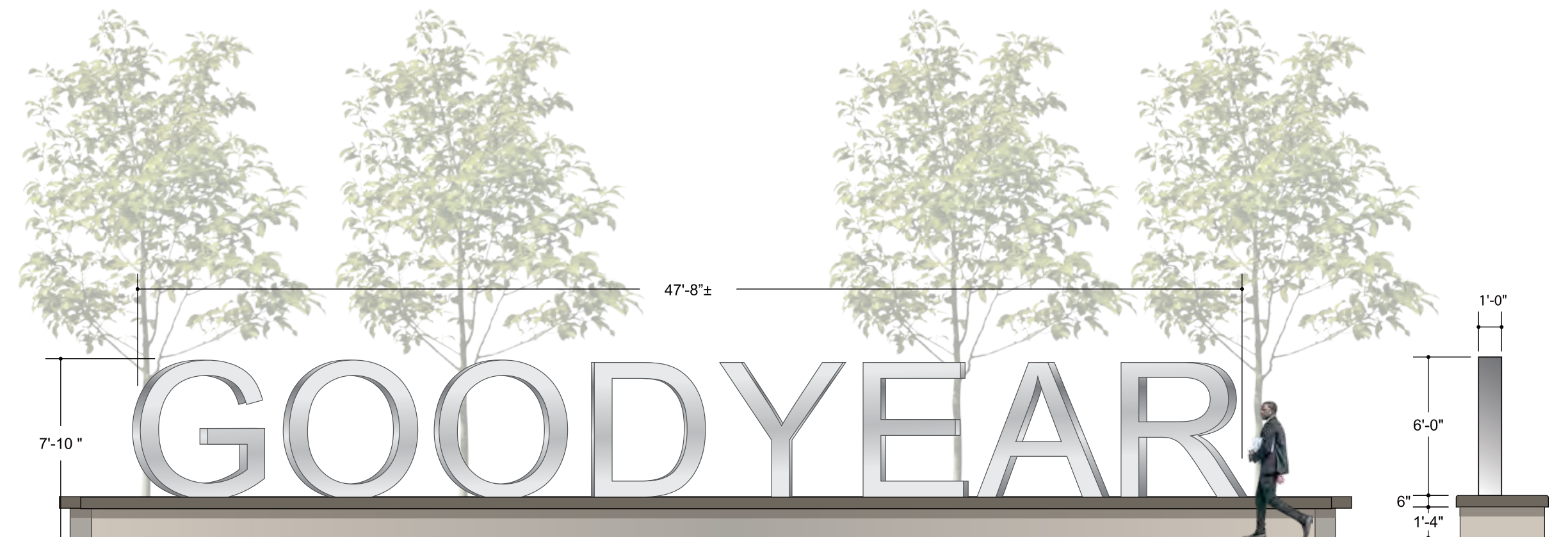
Refer to Butler Design Group architectural
drawings and specifications for masonry base
and integrated illumination source details

ILLUMINATION

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

NOTES

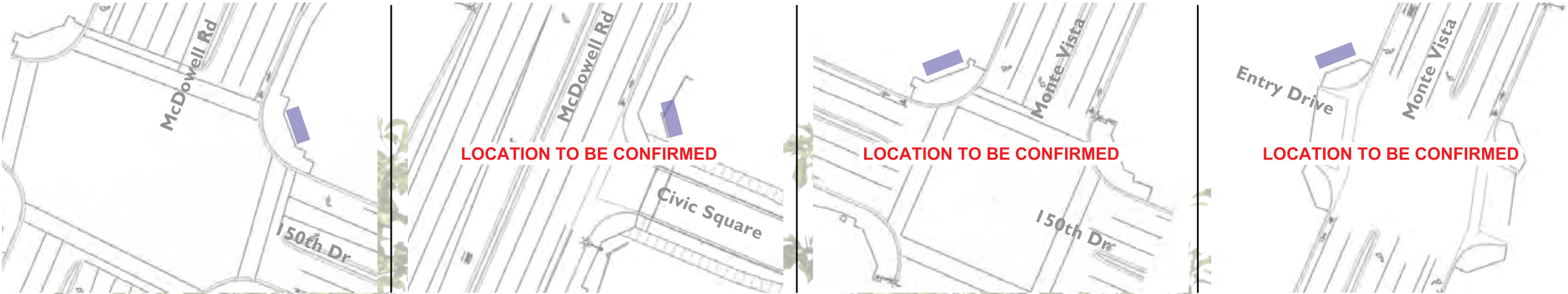
Material and finish to be derived from final
architectural palette



A-1: GOODYEAR IDENTIFICATION LETTERS

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

SIDE/SECTION VIEW



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

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

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

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

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

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

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

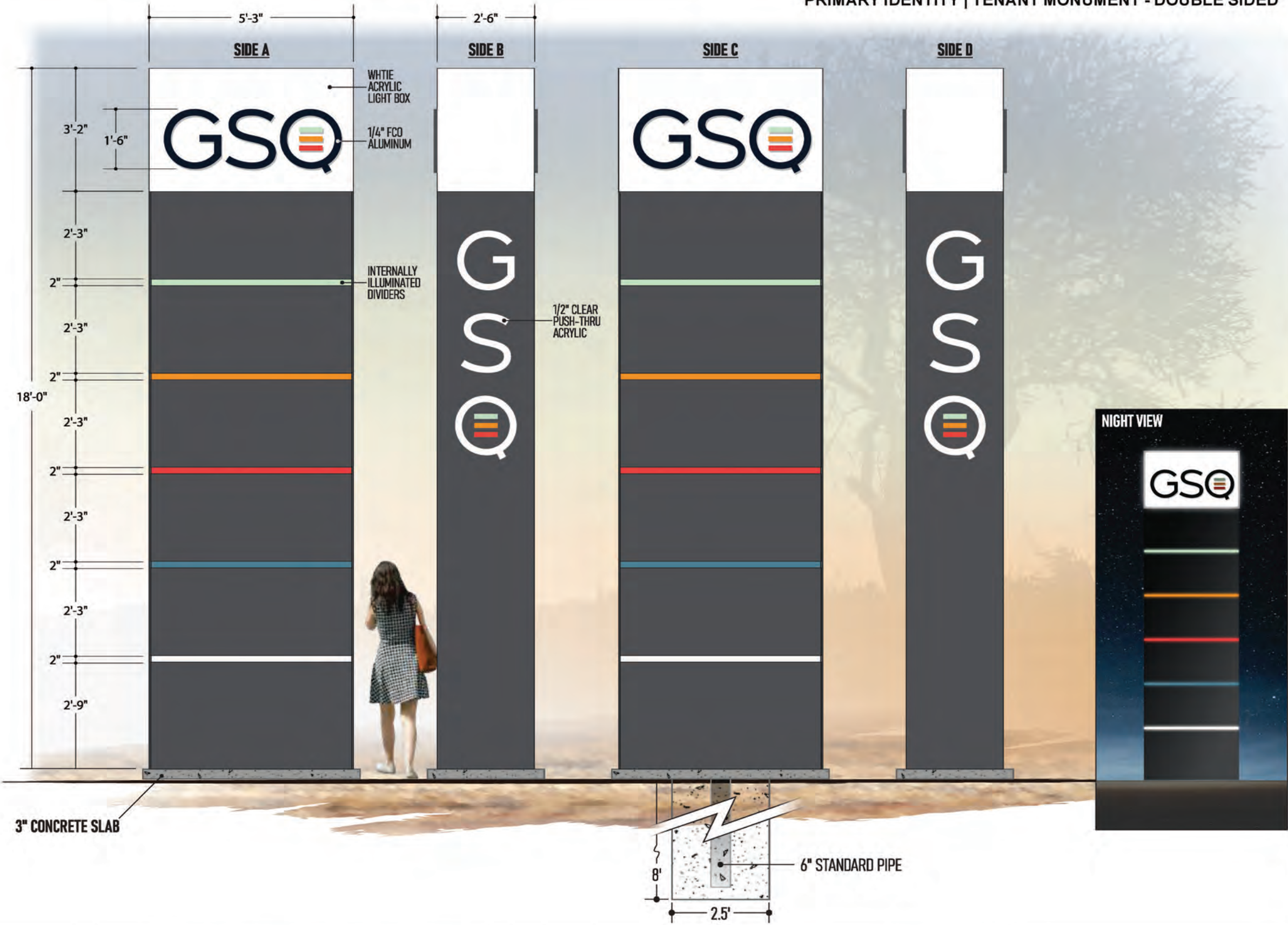


A-2: GSQ IDENTIFICATION LETTERS
Scale: 3/6"=1'-0"

SIDE/SECTION VIEW

SIGN TYPE: A-3

PRIMARY IDENTITY | TENANT MONUMENT - DOUBLE SIDED



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

A-3: PRIMARY IDENTITY | TENANT MONUMENT

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

SIDE/SECTION VIEW

SIGN TYPE: A-4

SECONDARY IDENTITY | TENANT
MONUMENT

LOCATION: AT MAIN DRIVE ENTRIES
INTERNAL TO PROJECT SITE

Aluminum Construction Monument Sign

SIGN TOP:

White Acrylic Seamless Light Box

- 1/4" fco aluminum "gsq" logo mounted
flush to acrylic
- Painted to match customer colors (TBD)

TENANT PANELS:

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

REVEALS:

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

ILLUMINATION:

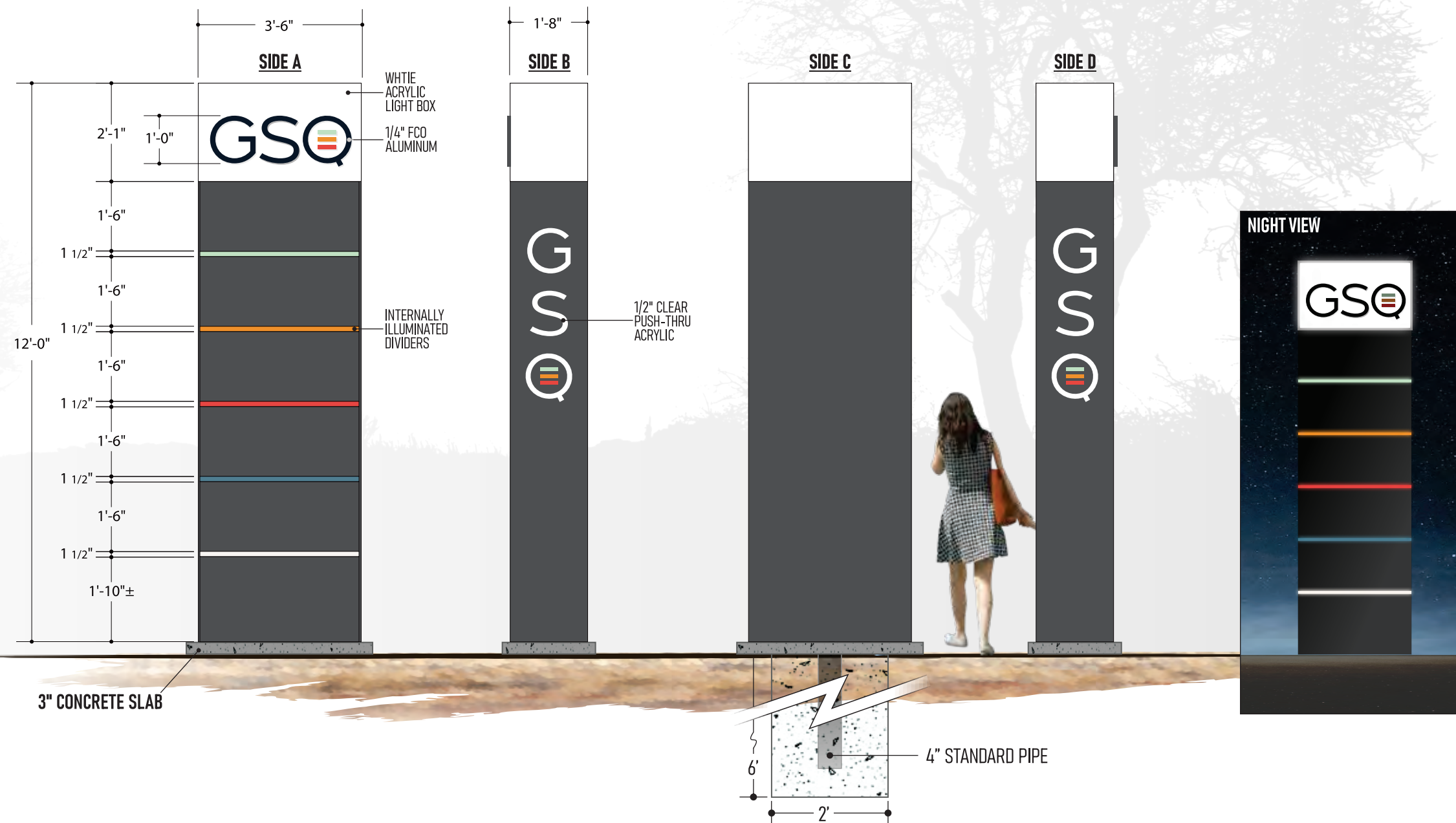
Internal white LED with in sign ballast

INSTALL:

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

NOTES

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

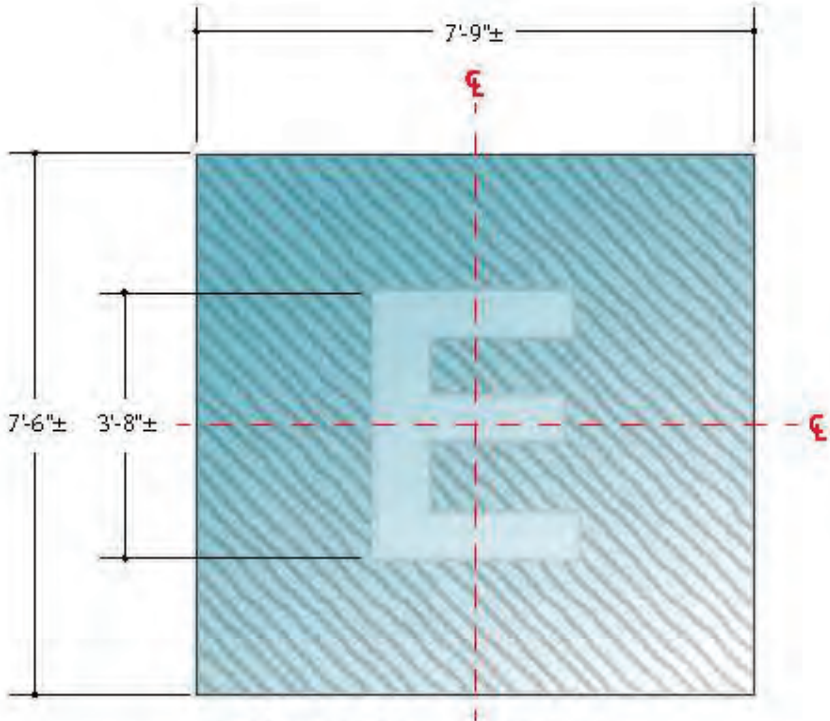
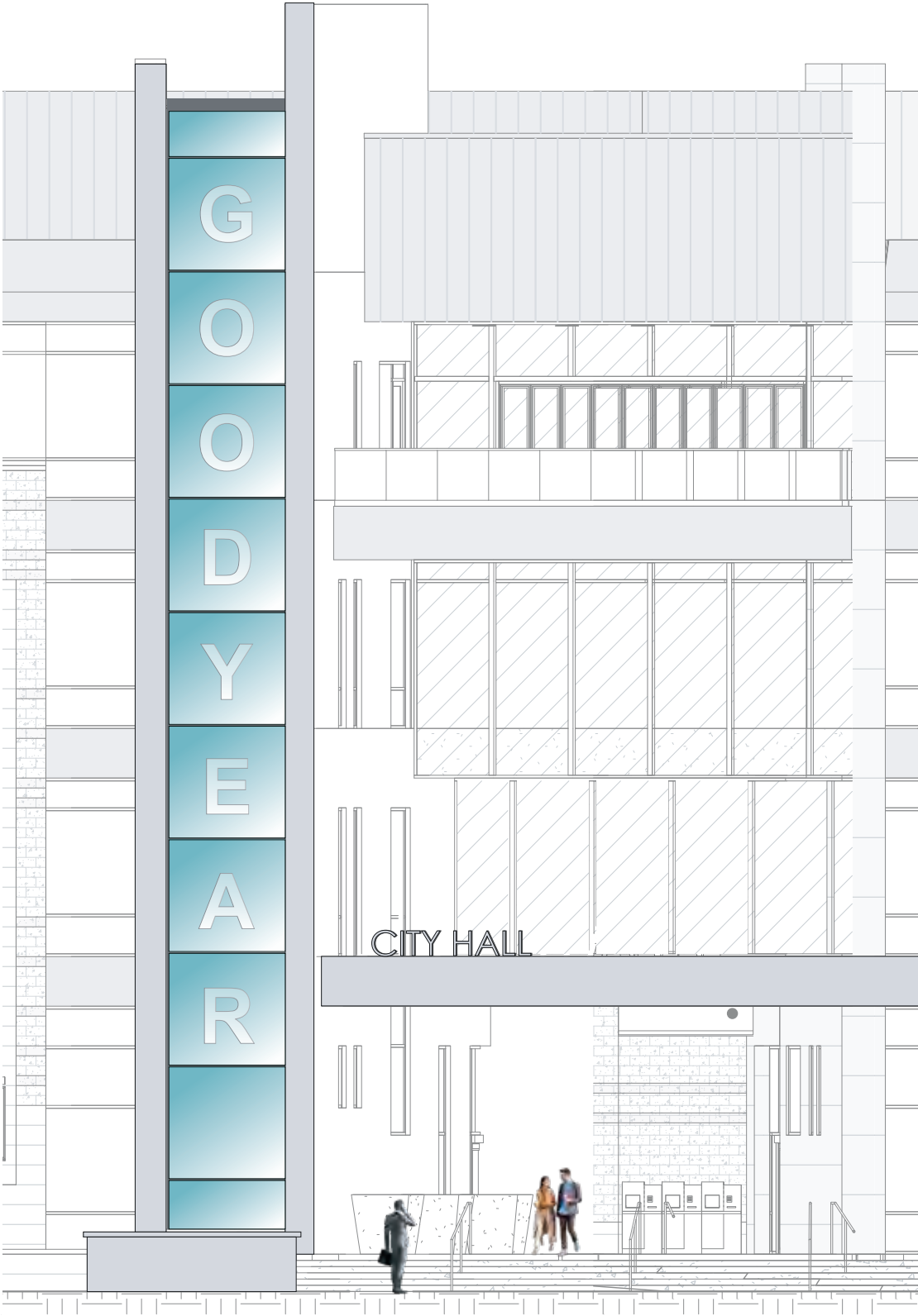


A-4: SECONDARY IDENTITY | TENANT MONUMENT

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

SIDE/SECTION VIEW

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



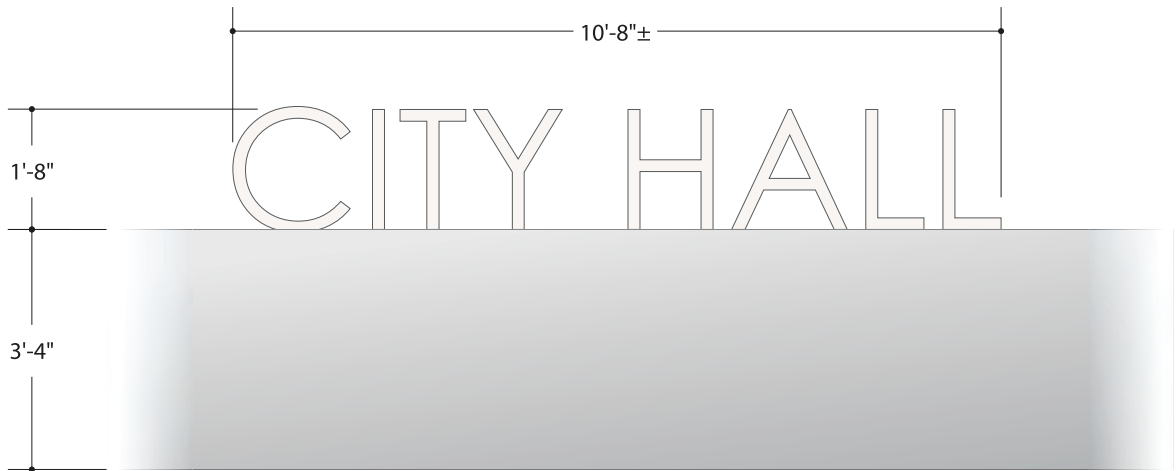
Ac-4x: GENERAL DIMENSIONS
Scale: 3/8"=1'-0"

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

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

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

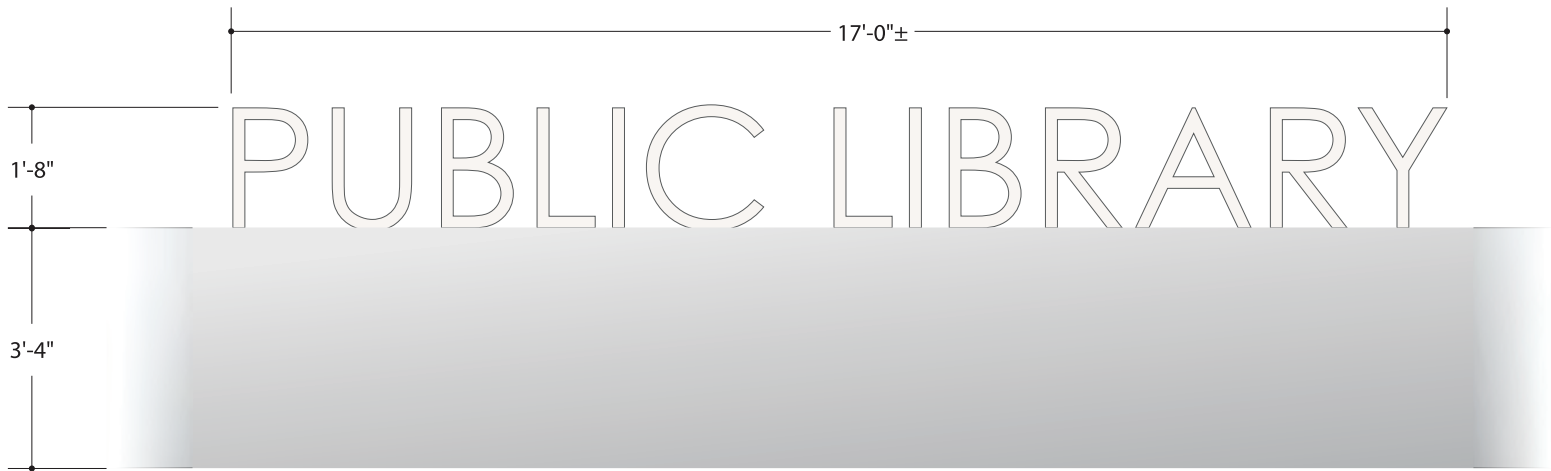
ILLUMINATION
Back-lit behind panels (LED)



Ac-5x.1: CITY HALL CANOPY LETTERS
Scale: 3/8"=1'-0"



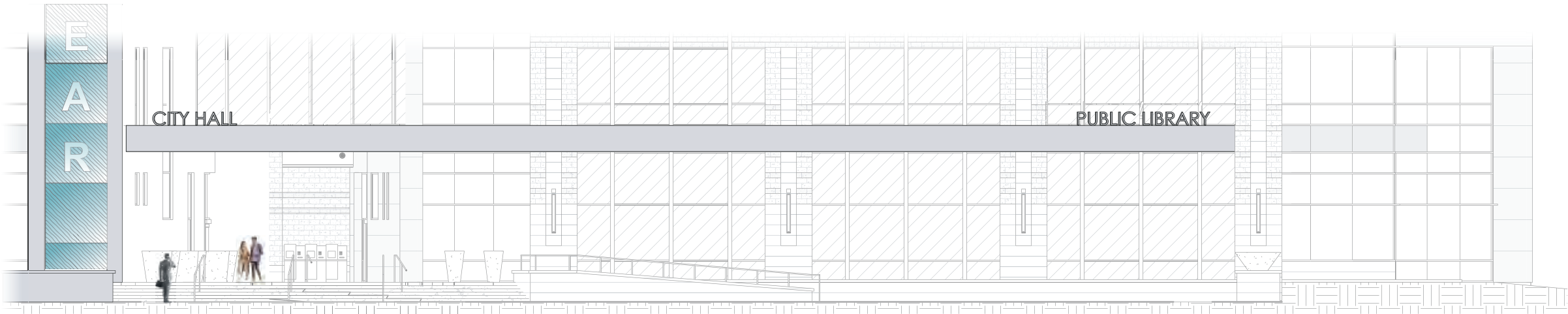
SIDE VIEW



Ac-5x.2: PUBLIC LIBRARY CANOPY LETTERS
Scale: 3/8"=1'-0"



SIDE VIEW



Ac-5x.1 & Ac-5x.2: PRIMARY BUILDING IDENTITY
Scale: 1/16"=1'-0"

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

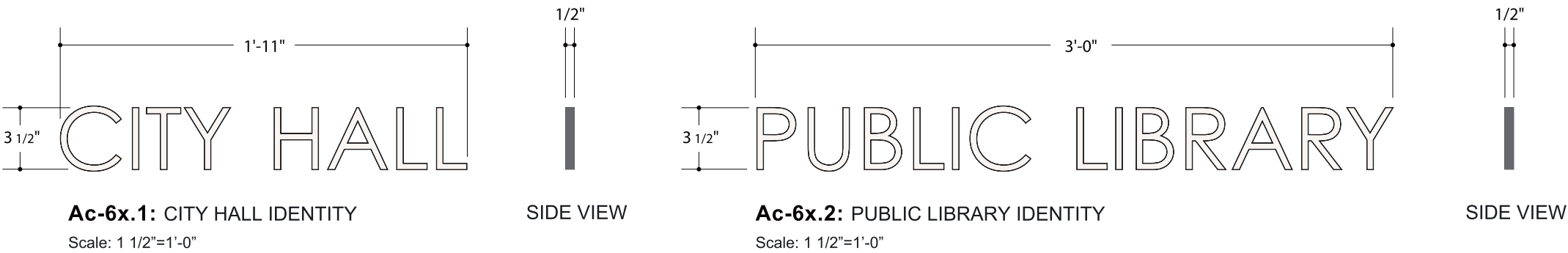
MATERIALS
6 inch deep dimensional metal letters, face to match light natural finish from project color palette; letter returns to be painted dark grey

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

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

ILLUMINATION
Signs to be indirectly illuminated

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



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

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

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

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

ILLUMINATION
Sign is non-illuminated or indirectly illuminated

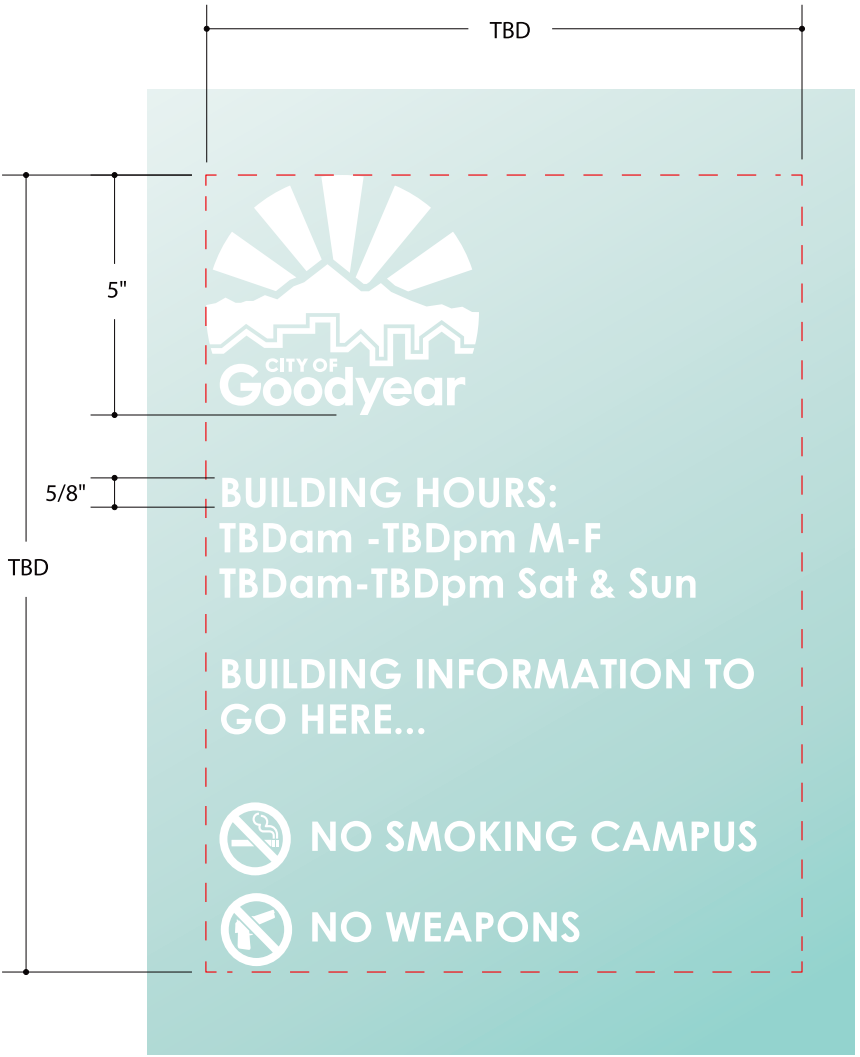
NOTES
Elevation shown is typical, and may need to be
adjusted (stacked) depending on specific location

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

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

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

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



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

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

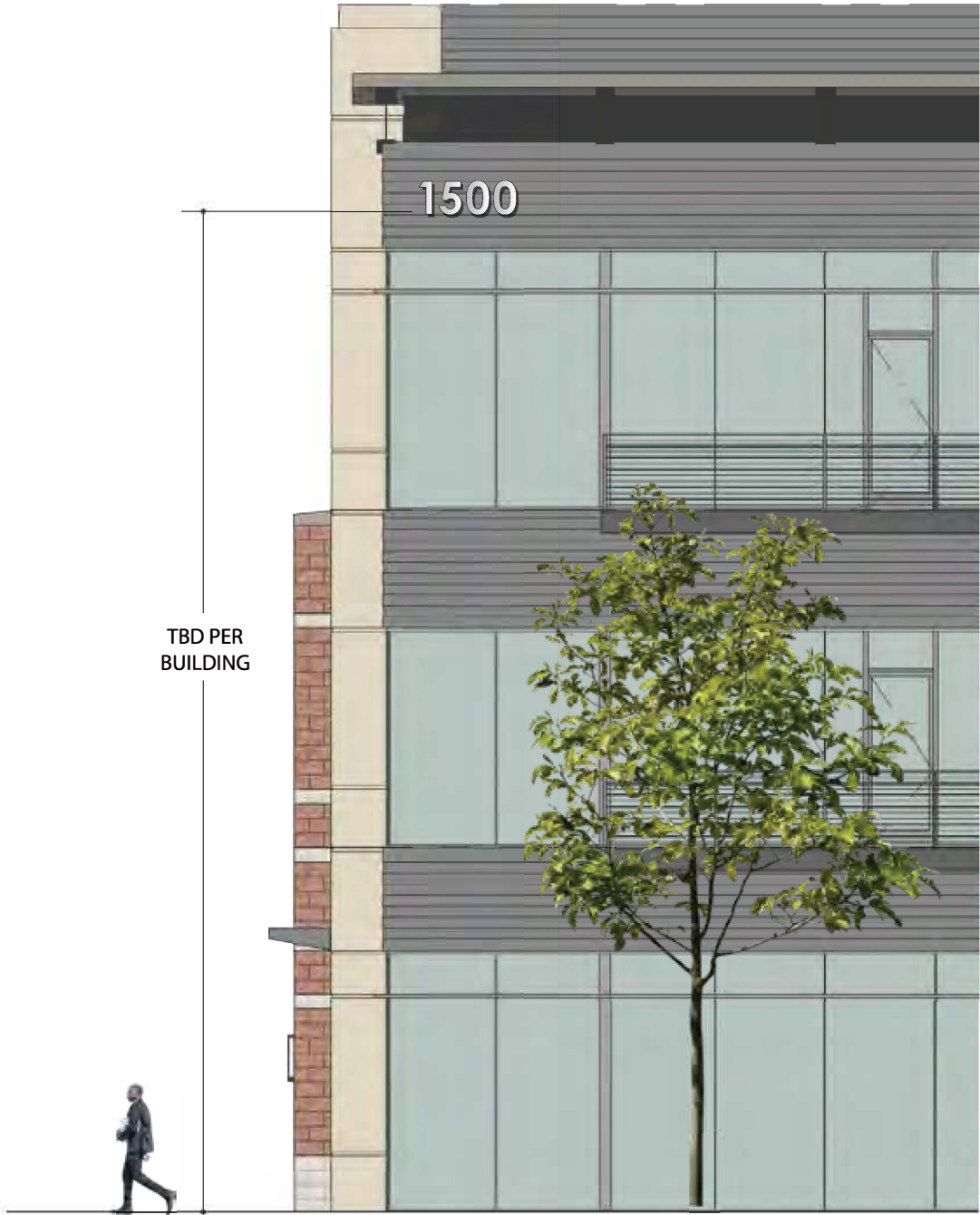
MATERIALS
18 inch tall, 3 inch deep dimensional metal numerals - color to contrast with background on which it is placed (to be pulled from building specific architectural palette)

CONSTRUCTION
Numerals attached to wall surface as required

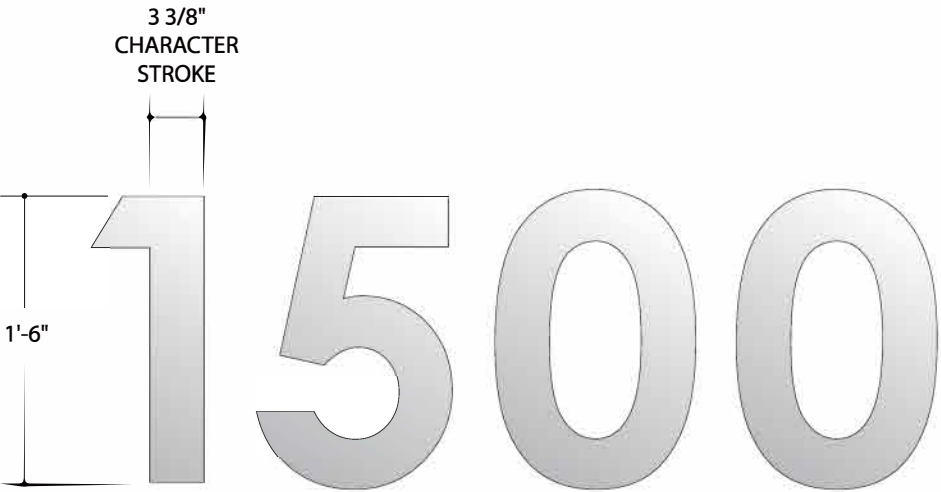
Locations to be on the upper portion of buildings, free of opbstruction, to allow optimal visibility for first responders

ILLUMINATION
Signs to either be non-illuminted or halo illuminated

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



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



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



SIDE VIEW

SIGN TYPE: **Ao-7x**

SIGN TYPE: **Ac-8x**

SIGN TYPE: **Ao-8x**

BUILDING INFORMATION | BUILDING ADDRESSING (AT DOOR)

SIGN TYPE: **Ao-7x**

OFFICE BUILDING INFORMATION

FONT: CENTURY GOTHIC

MATERIALS

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

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

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

NOTES

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

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

BUILDING ADDRESSING (AT DOOR)

FONT: CENTURY GOTHIC

MATERIALS

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

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

CONSTRUCTION

Letters applied to glass above entry via adhesive as required

ILLUMINATION

Sign is non-illuminated or indirectly illuminated

NOTES

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

1500

Ac-8x/Ao-8x: BUILDING ADDRESSING (AT DOOR)

Scale: 1 1/2"=1'-0"

1/2"

SIDE VIEW



Ao-7x & Ac-8x/Ao-8x: OFFICE BUILDING INFORMATION & BUILDING ADDRESSING

Scale: 1/2"=1'-0"



Ao-7x: OFFICE BUILDING INFORMATION

Scale: 3"=1'-0"

SIGN TYPE: **Ao-11x**

OFFICE BUILDING TENANT IDENTIFICATION



HALO ILLUMINATION



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

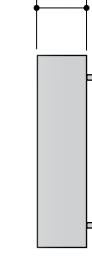
Scale: 1"=1'-0"



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

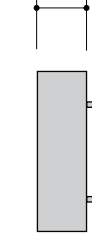
Scale: 1"=1'-0"

3"



SIDE VIEW

3"



SIDE VIEW

SIGN TYPE: **Ao-11x**

OFFICE BUILDING TENANT IDENTIFICATION

FONT: PER TENANT STANDARDS

MATERIALS

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

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

CONSTRUCTION

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

Upper level signage (Ao-11x.1) to be 80% of the sign band height and width.

First level signage (Ao-11x.2) to be 80% of the sign band height and width.

No letter height limitations.

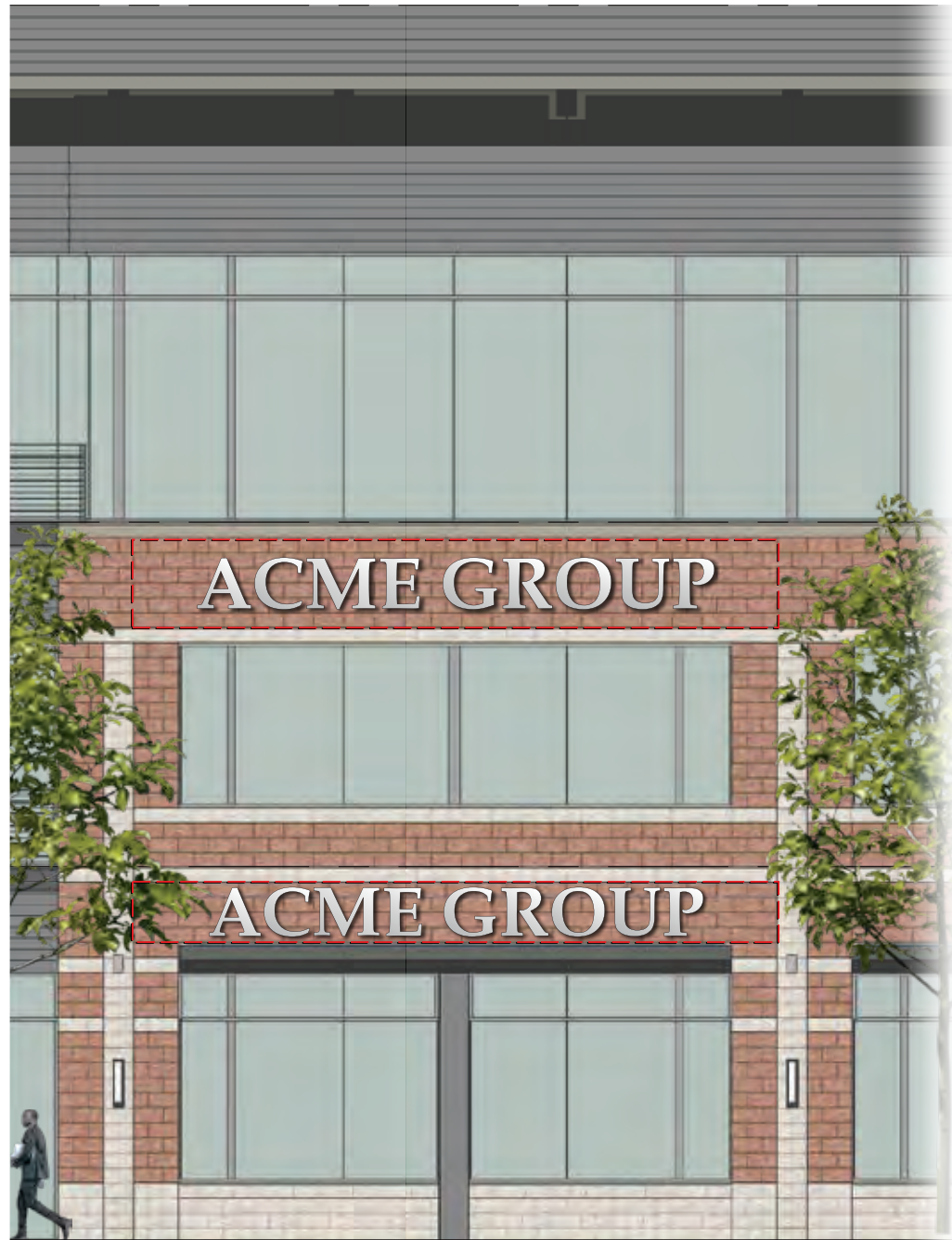
ILLUMINATION

Halo illumination (LED)

NOTES

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

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



Ao-11x & Ao-11x.2 : OFFICE BUILDING TENANT IDENTIFICATION

SINGLE LINE | LOGO

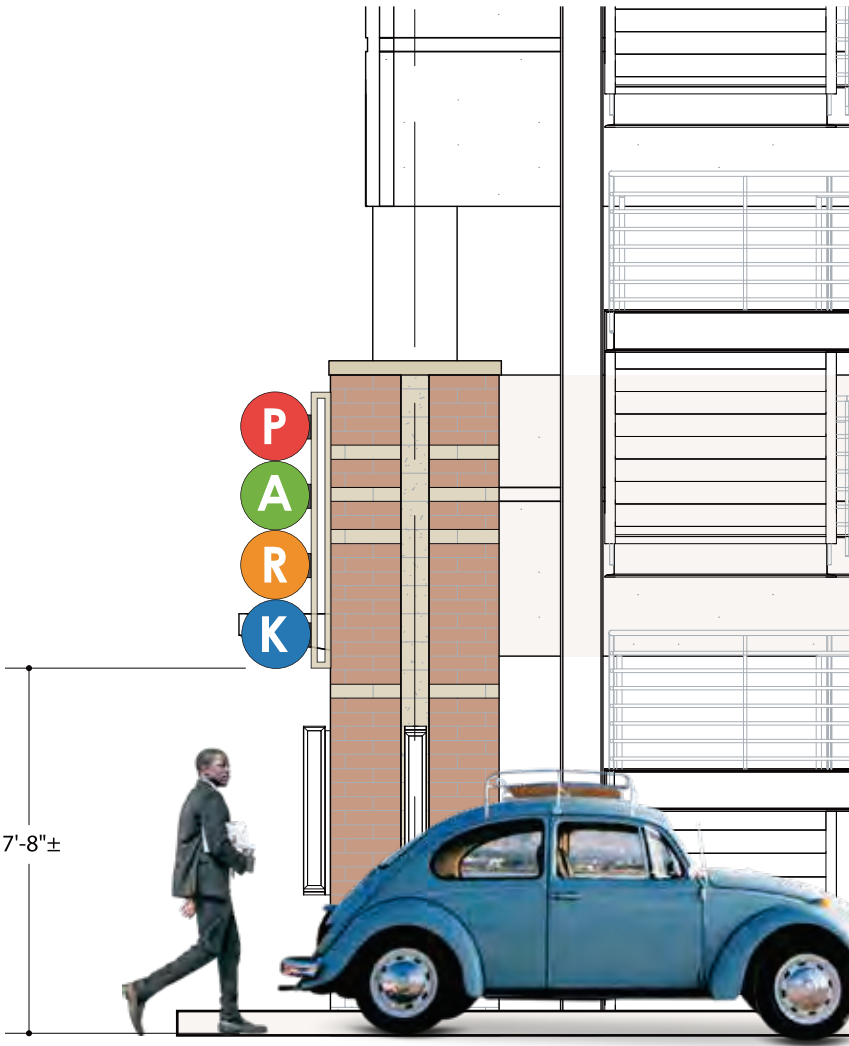
Scale: 1/8"=1'-0"



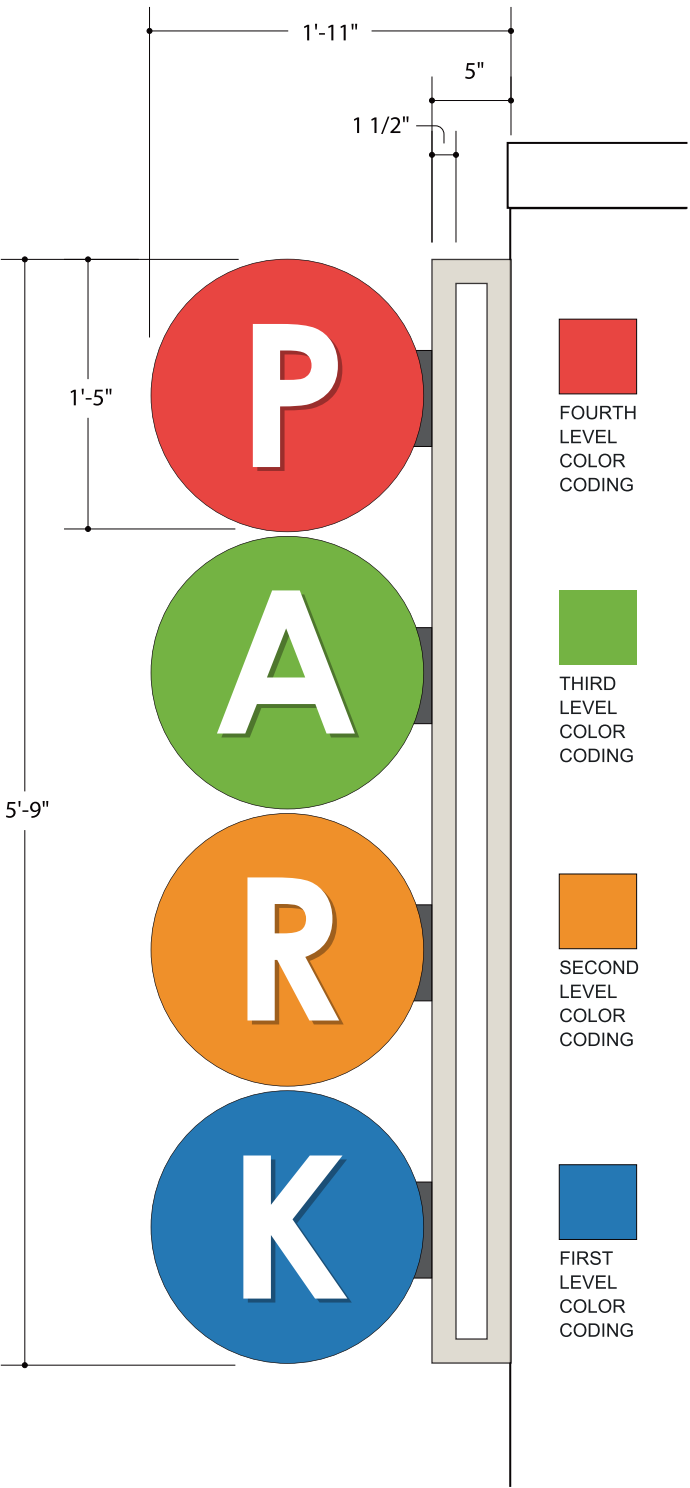
Ao-11x & Ao-11x.2 : OFFICE BUILDING TENANT IDENTIFICATION

DOUBLE LINE OR LOGO

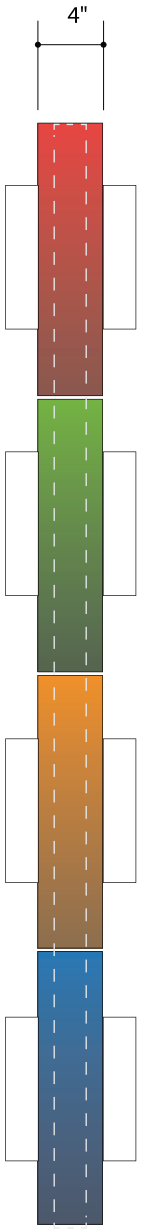
Scale: 1/8"=1'-0"



Ag-4x: PARKING GARAGE IDENTITY
Scale: 1/4"=1'-0"



Ag-4x: PARKING GARAGE IDENTITY
Scale: 1"=1'-0"



SIDE VIEW

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

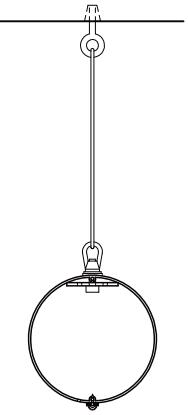
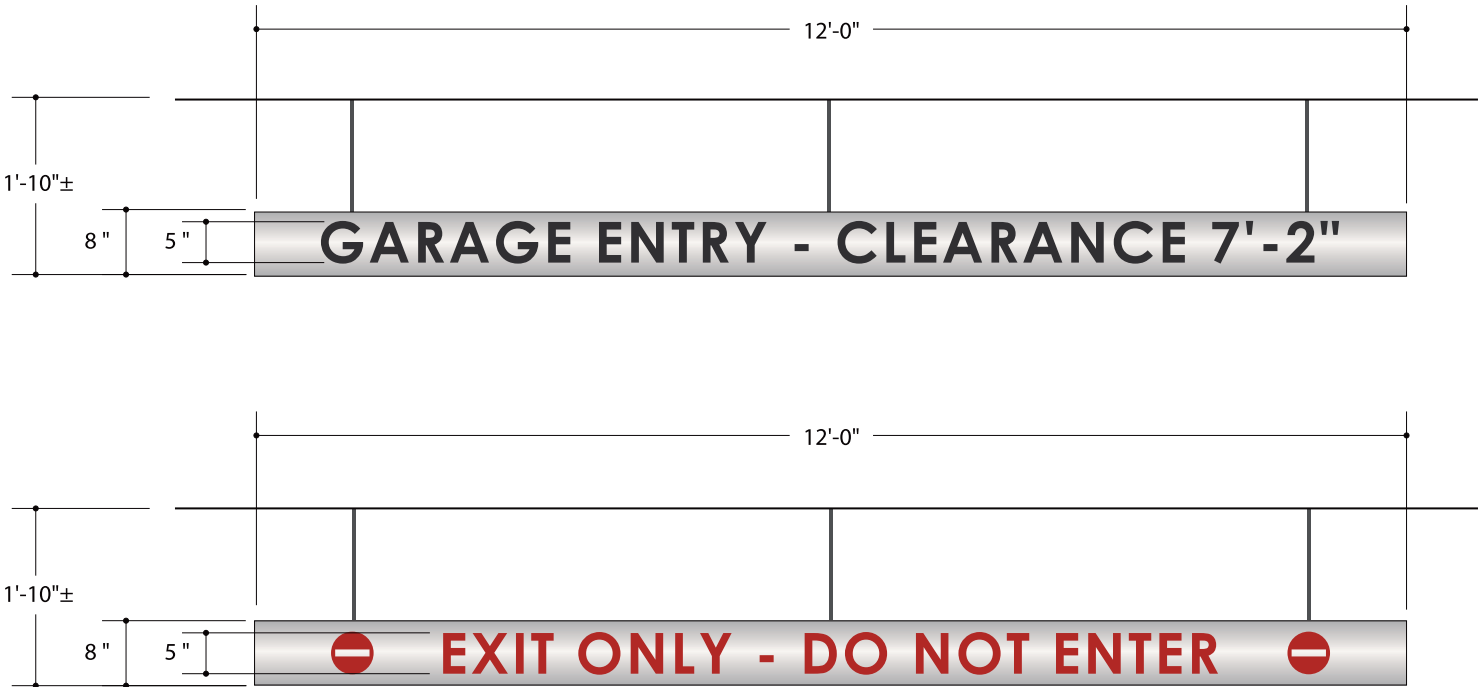
MATERIALS
4 inch deep internally illuminated light box
cylinders with 2" deep FCO white plex (or pan
channel) letters attached to face as required

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

Plex cylinders attached to metal support structure
as required

ILLUMINATION
Internal illumination (LED)

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



SIDE VIEW

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

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

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

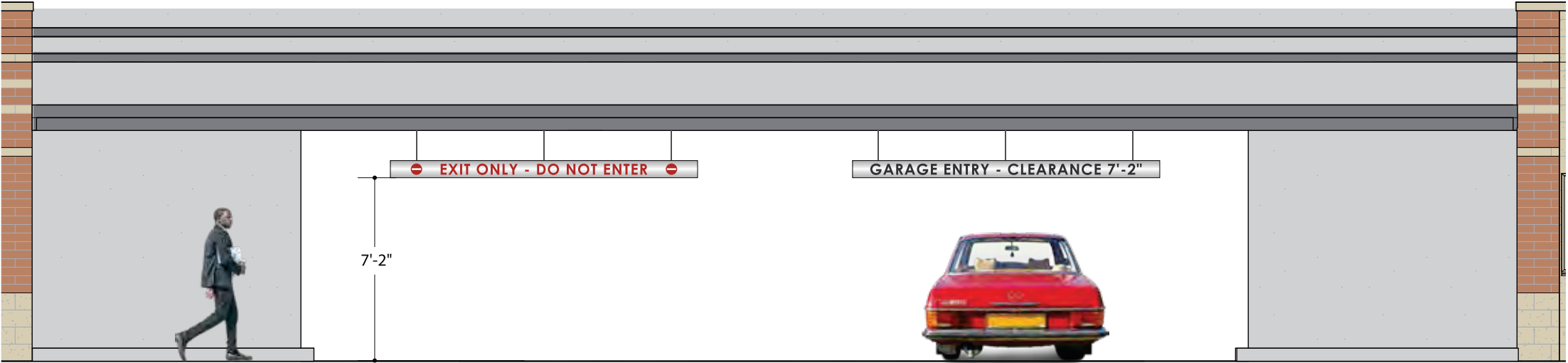
Stainless steel cable supports as required

Scotchlite reflective vinyl letters and symbols
over metal tube

ILLUMINATION
Signs are non-illuminated

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

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



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



SIGNAGE ELEMENTS

WAYFINDING

B Signs

SECTION 005.2

005.2.1 thru 005.2.4

SIGN TYPE: B-1

SIGN TYPE: B-2

SITE DIRECTIONALS - VEHICULAR

SIGN TYPE: B-1 & B-2

VEHICULAR DIRECTIONALS

LOCATION: VEHICULAR DECISION POINTS

FONT: CENTURY GOTHIC BOLD

MATERIALS

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

CONSTRUCTION

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

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

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

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

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

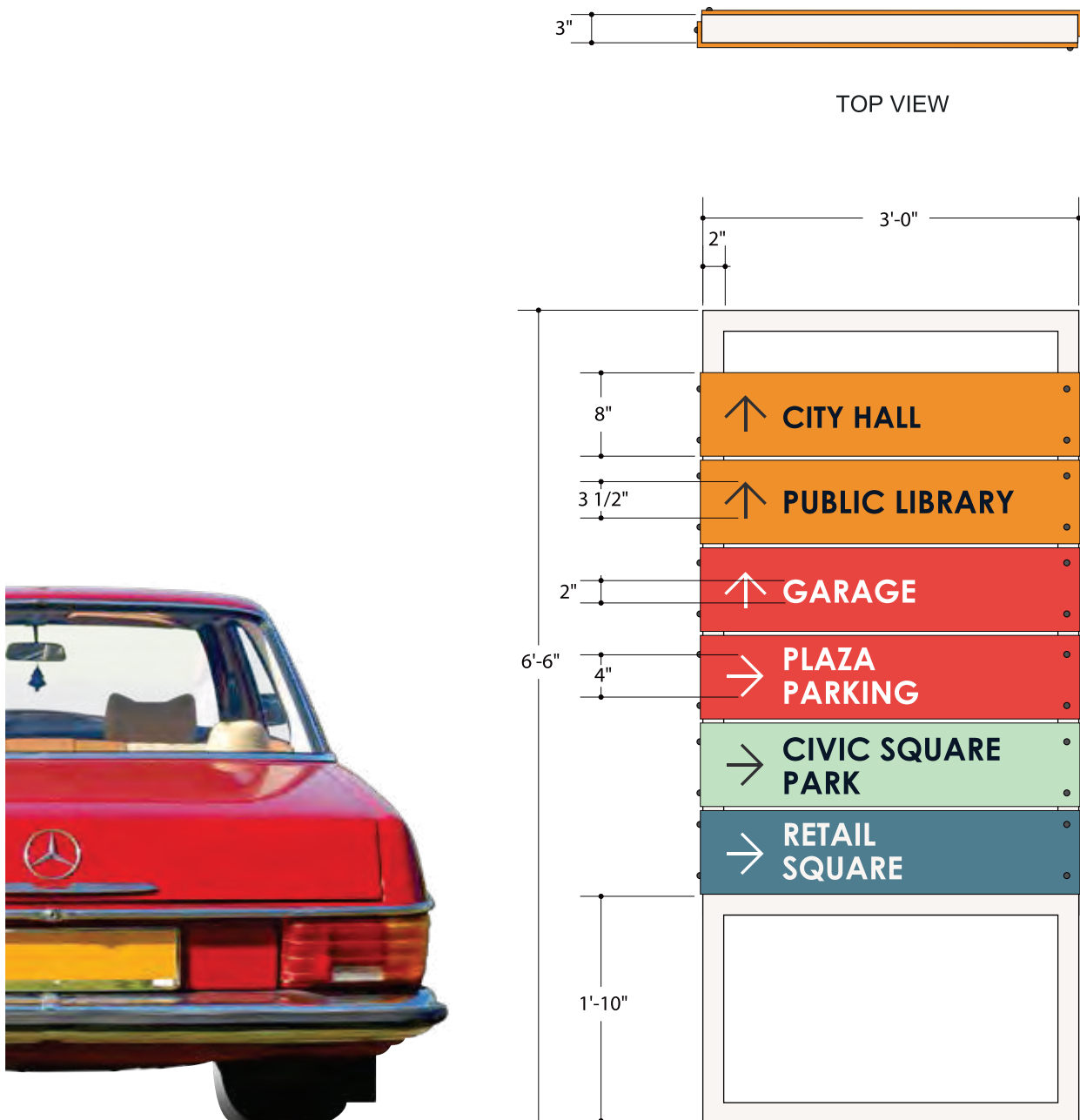
ILLUMINATION

Signs are non-illuminated

NOTES

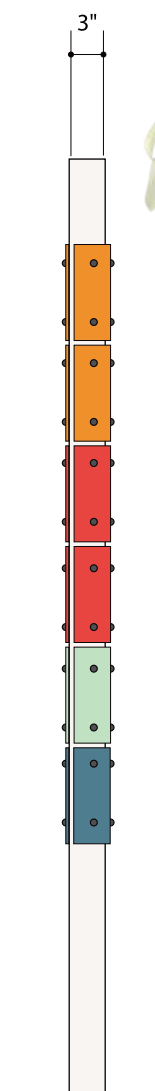
Two (2) size options are available based on messaging needs

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

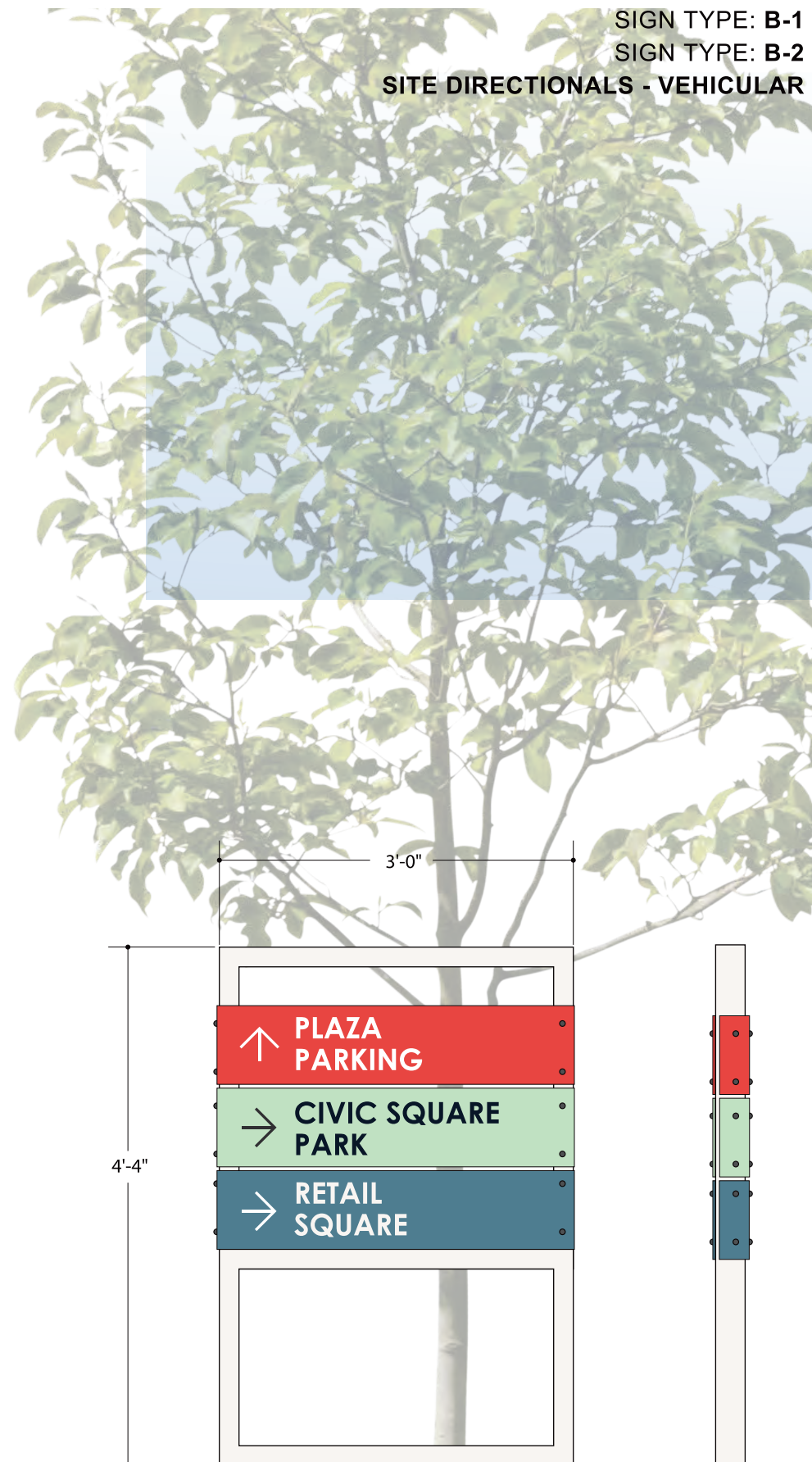


B-1: PRIMARY VEHICULAR DIRECTIONAL

Scale: $\frac{3}{4}"=1'-0"$

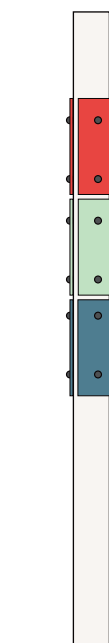


SIDE VIEW



B-2: SECONDARY VEHICULAR DIRECTIONAL

Scale: 3/4"=1'-0"



SIDE VIEW

SIGN TYPE: B-3

SIGN TYPE: B-4

SITE DIRECTIONALS - PEDESTRIAN

SIGN TYPE: B-3 & B-4

PEDESTRIAN DIRECTIONALS

LOCATION: PEDESTRIAN DECISION POINTS

FONT: CENTURY GOTHIC BOLD

MATERIALS

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

CONSTRUCTION

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

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

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

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

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

ILLUMINATION

Signs are non-illuminated

NOTES

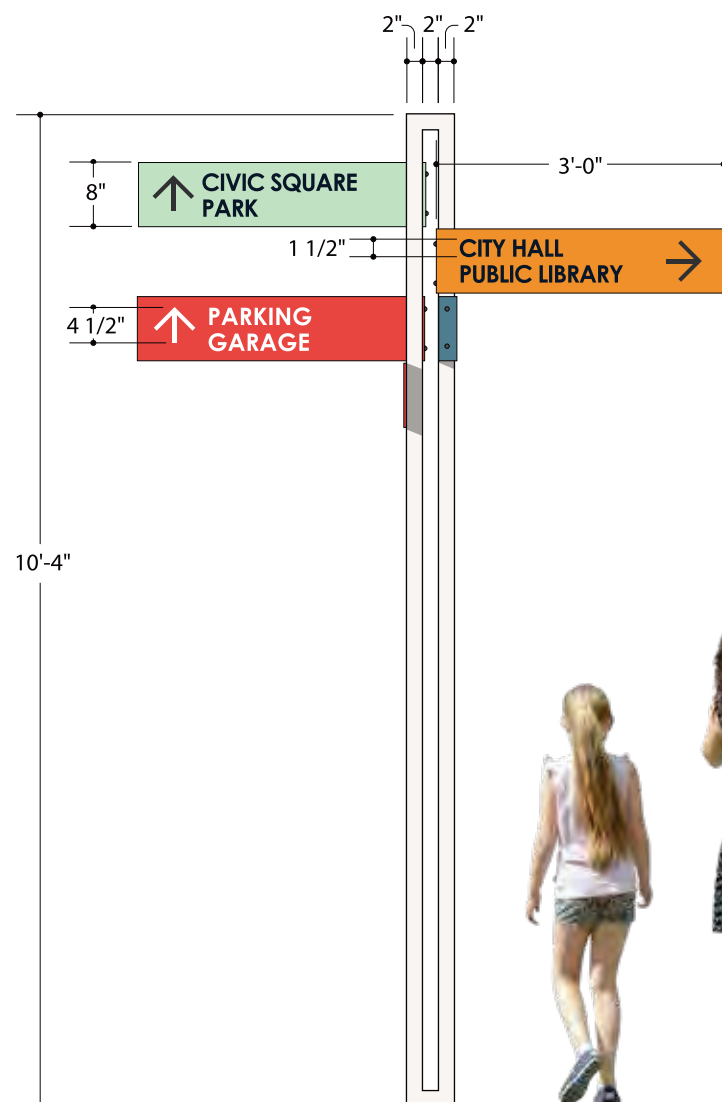
Two (2) options are available based on messaging needs

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

City of Goodyear to provide locations for park area only

TOP/SECTION VIEW

TOP/SECTION VIEW



B-3: PRIMARY PEDESTRIAN DIRECTIONAL

Scale: 1/2"=1'-0"

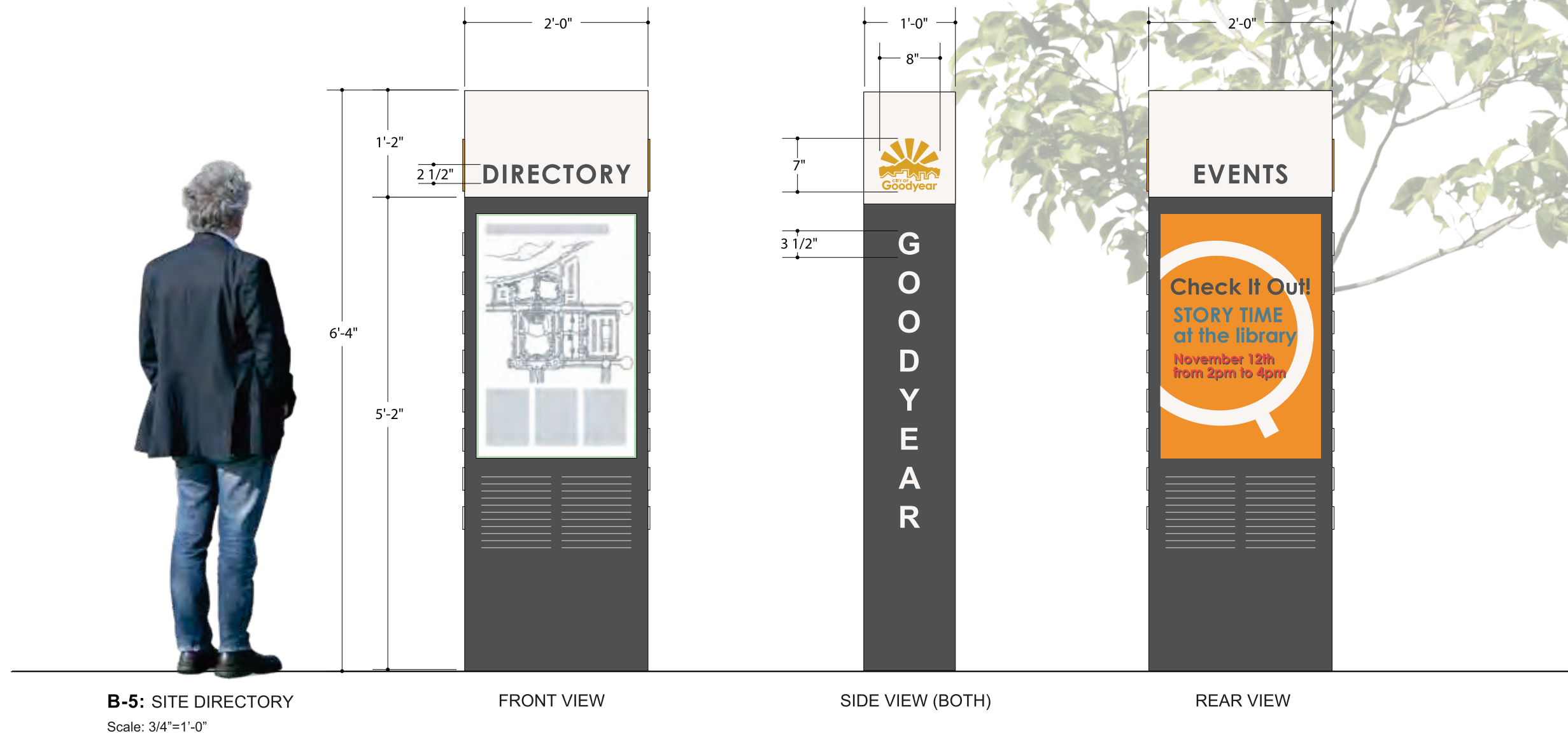
SIDE VIEW

B-4: SECONDARY PEDESTRIAN DIRECTIONAL

Scale: 1/2"=1'-0"



LIGHT BOX EXAMPLE - NIGHT VIEW



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

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

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

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

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

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

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

ILLUMINATION
Internally illuminated (LED)

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



LIGHT BOX EXAMPLE - NIGHT VIEW

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

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

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

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

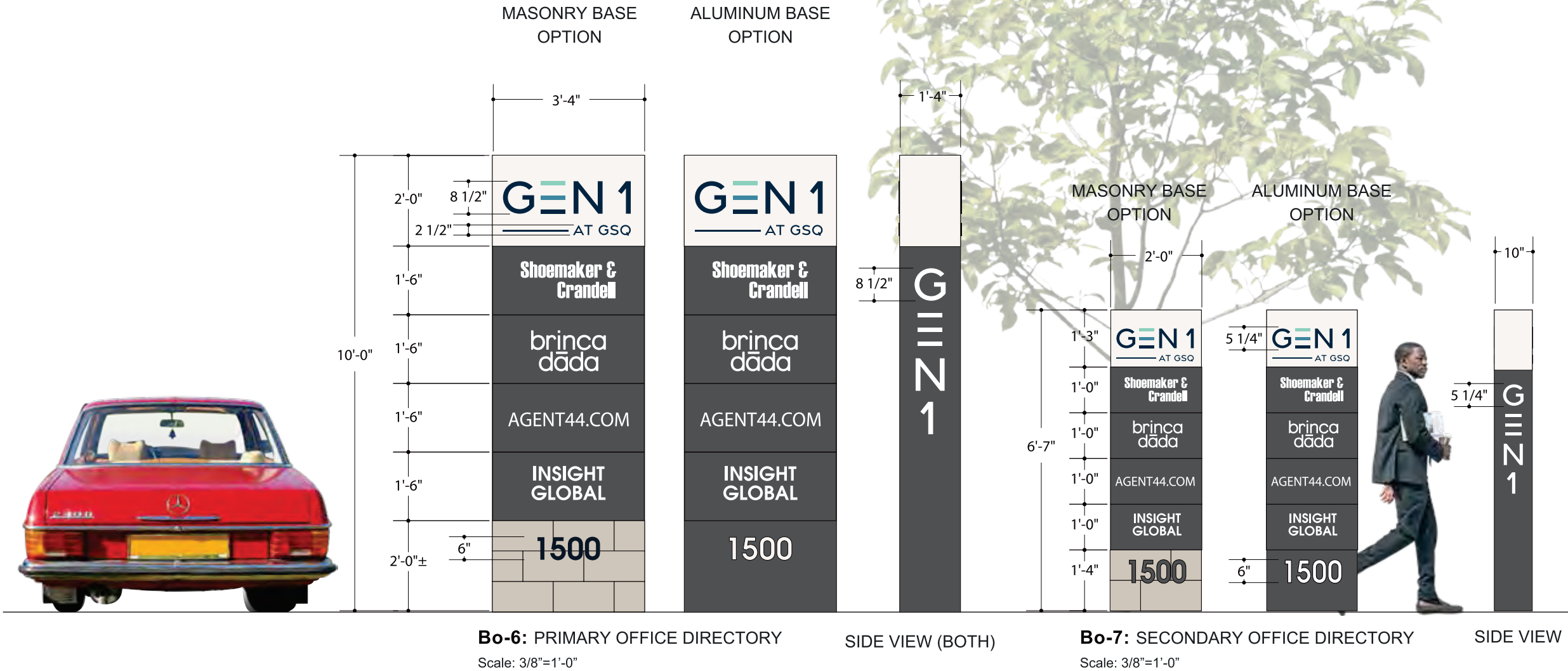
Routed aluminum side panels with 1/4 inch
push-thru white plex GEN1 identification
vertically oriented

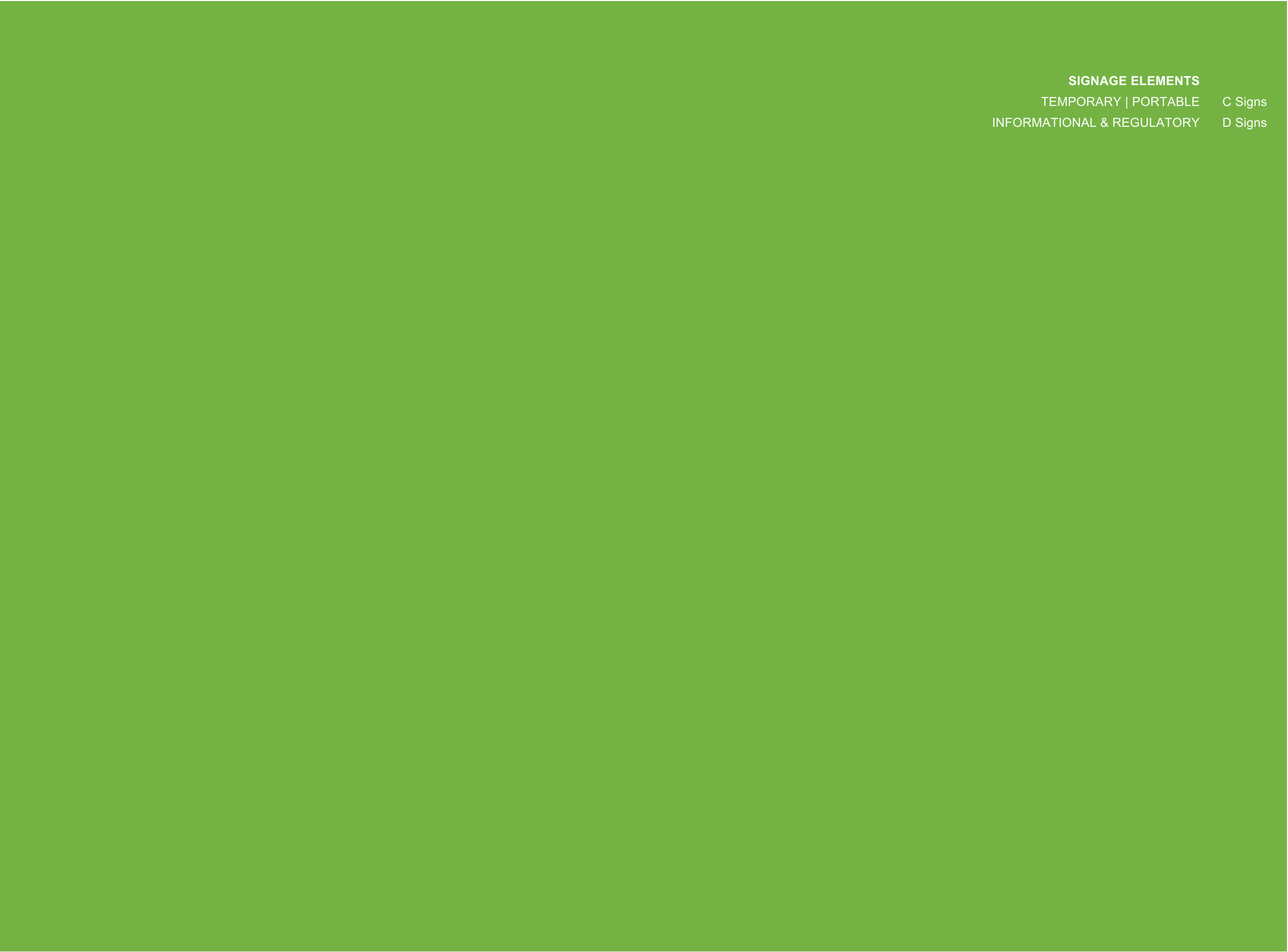
Sign footing as required through engineering

ILLUMINATION
Internally illuminated (LED)

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

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





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

SECTION 005.3
005.3.1
005.3.1 thru 005.3.5

SIGN TYPE: D-1
PARK RULES

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

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

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

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

ILLUMINATION
Signs are non-illuminated

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

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

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

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

ILLUMINATION
Sign is non-illuminated



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

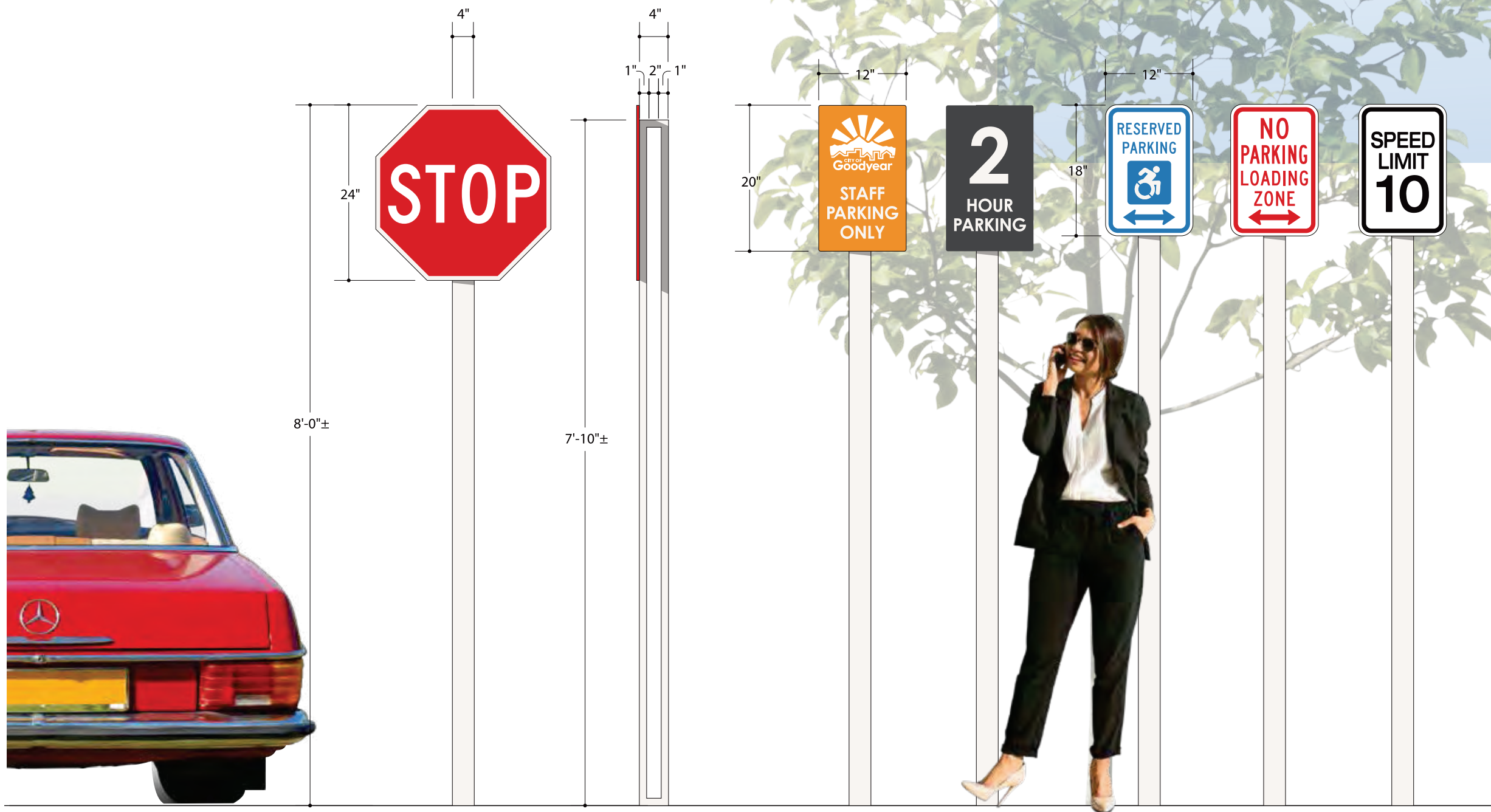
MATERIALS | CONSTRUCTION
Custom paint prefinished metal sign structure -
finish to match light natural finish from project
color palette

Panels applied to custom structure as required

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

ILLUMINATION
Signs are non-illuminated

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



D-2: REGULATORY SIGNS

Scale: 3/4"=1'-0"

SIDE VIEW

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

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

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

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

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

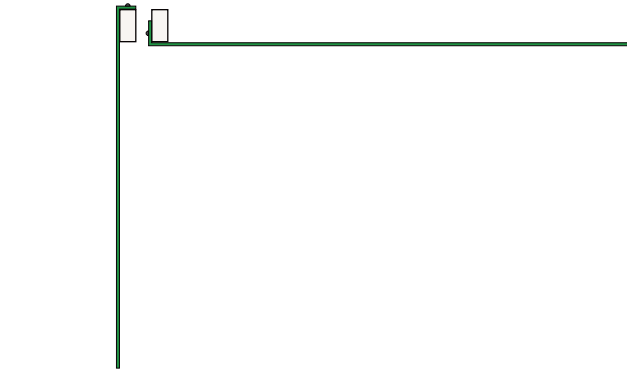
Sign footings/anchoring as required by specific
location and hardscape conditions

ILLUMINATION
Signs are non-illuminated

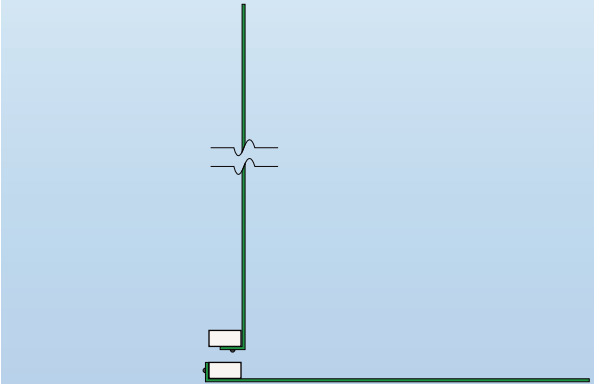
NOTES
Panels shown are for display purposed only -
final messaging, color, and layout specifications
to be provided by the City of Goodyear

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

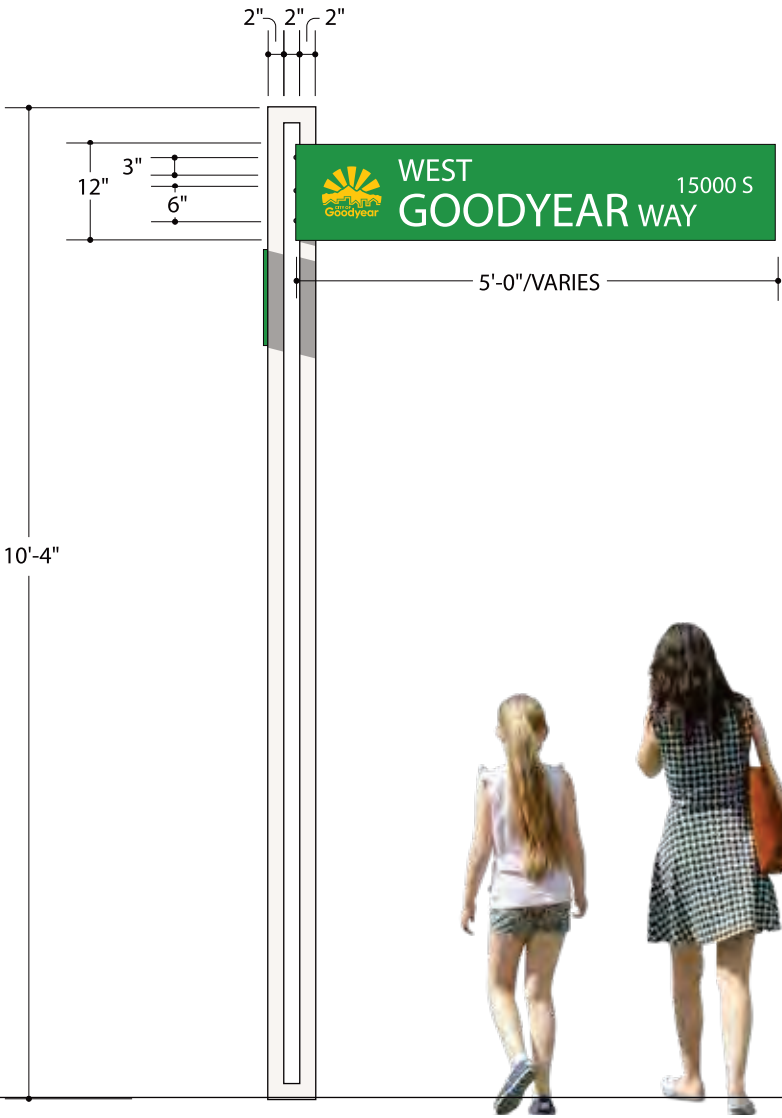
Final locations to be determined by the City of
Goodyear



TOP/SECTION VIEW

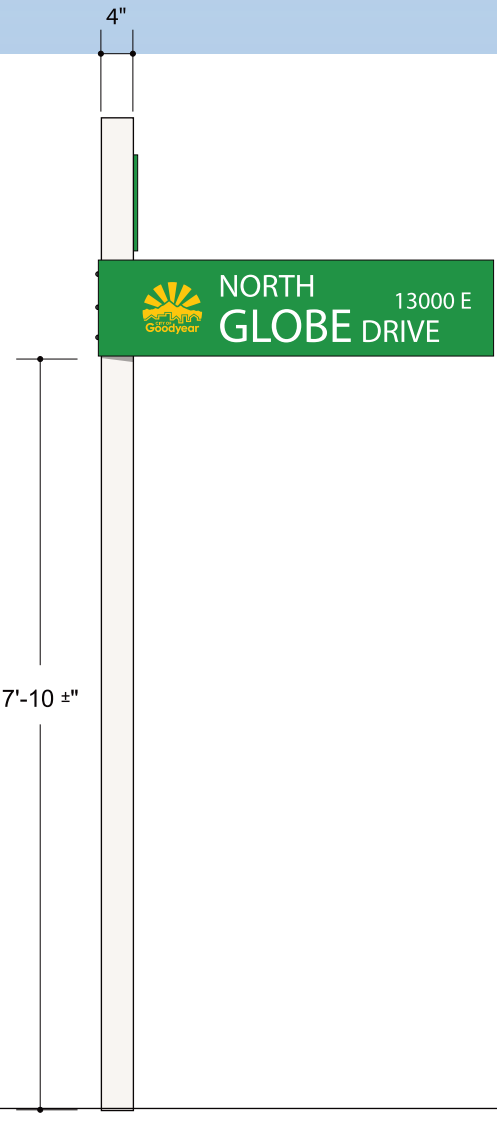


TOP/SECTION VIEW



D-1: STREET SIGNS

Scale: 1/2"=1'-0"



SIDE VIEW

SIGN TYPE: D-3a

STREET SIGN & REGULATORY SIGN COMBINATION

SIGN TYPE: D-3a

CUSTOM UPRIGHT STREET SIGN AND
REGULATORY SIGN COMBINATION
LOCATION: PROJECT INTERSECTIONS

MATERIALS | CONSTRUCTION

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

Logo = 6 1/2"

FONT: CLEARVIEW

West = 2 3/4" ± CAP Height

Street Name = 4 1/4" ± CAP Height

WAY = 2" ± CAP Height

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

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

ILLUMINATION

Signs are non-illuminated

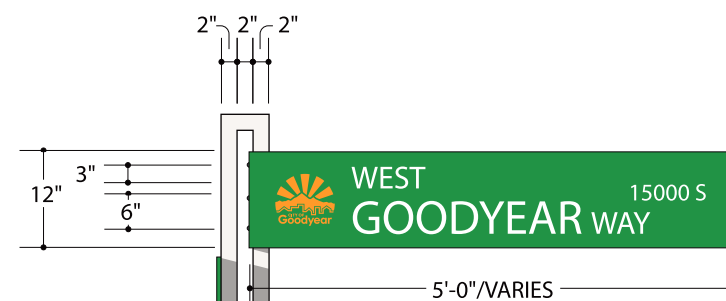
NOTES

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

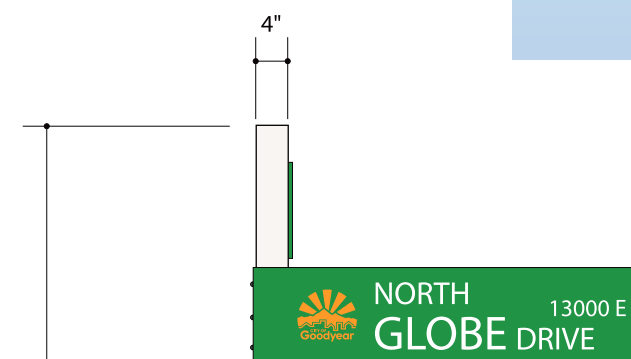
If determined that any sign is located in an area
with inadequate ambient or indirect illumination
at night, all signs shall utilize reflective vinyl to
display information (method TBD)

Final locations to be determined by the City of
Goodyear

TOP/SECTION VIEW



TOP/SECTION VIEW



10'-4"

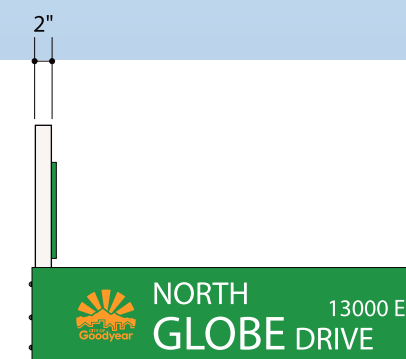
7'-10"±



STOP sign addition at
determined intersections
Locations and sign mounting height
to be determined by City of Goodyear

SIDE VIEW

2" POST OPTION FOR SECONDARY
SIGN LOCATIONS



D-3a: STREET SIGNS

Scale: 1/2"=1'-0"



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

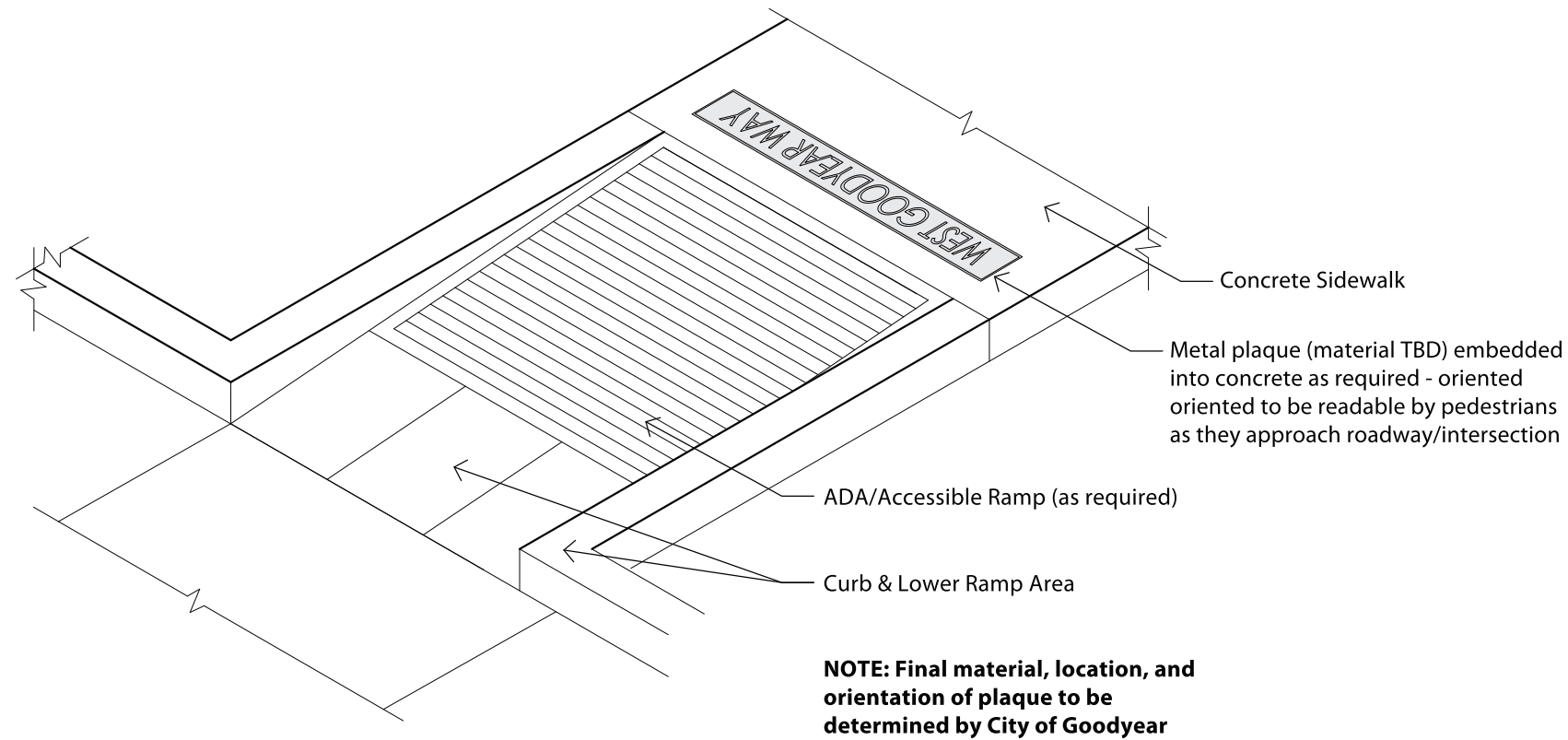
MATERIALS | CONSTRUCTION
Custom metal etched plaque, embedded into concrete sidewalks as required - material to either be white metal or bronze - to be determined by City of Goodyear

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

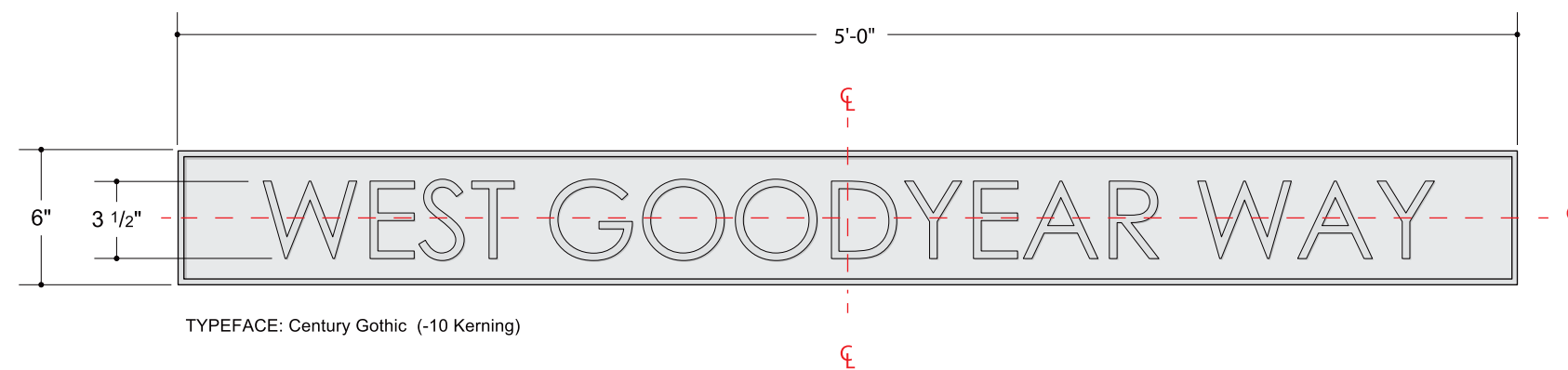
ILLUMINATION
Signs are non-illuminated

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

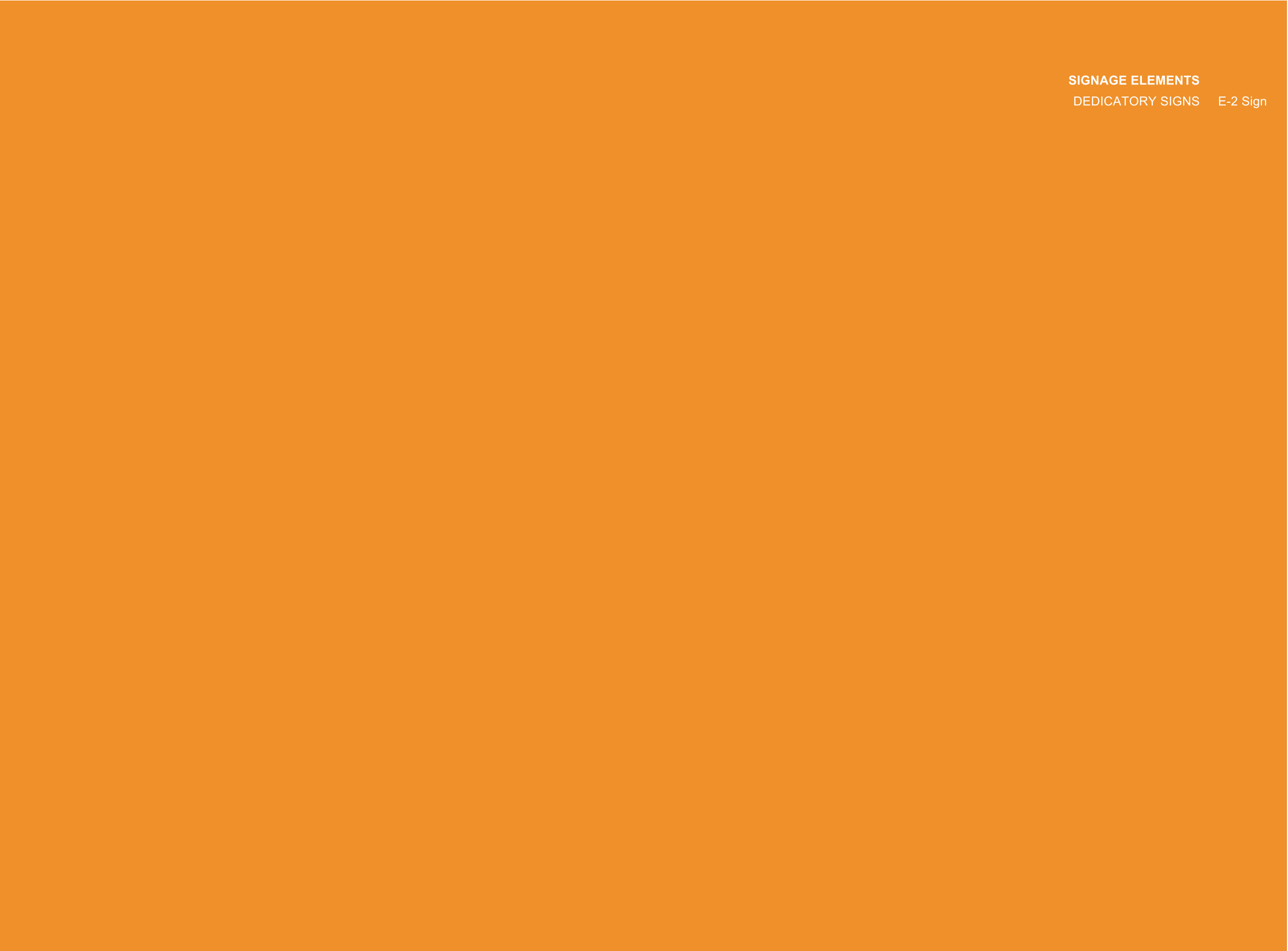
Fabricator/Contractor to test longest Street name to assure 3 1/2" cap height fits within the 5'-0" plaque length



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



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



SIGNAGE ELEMENTS

DEDICATORY SIGNS E-2 Sign

SECTION 005.4

005.4.1 thru 005.4.3

SIGN TYPE: E-2
TIME CAPSULE

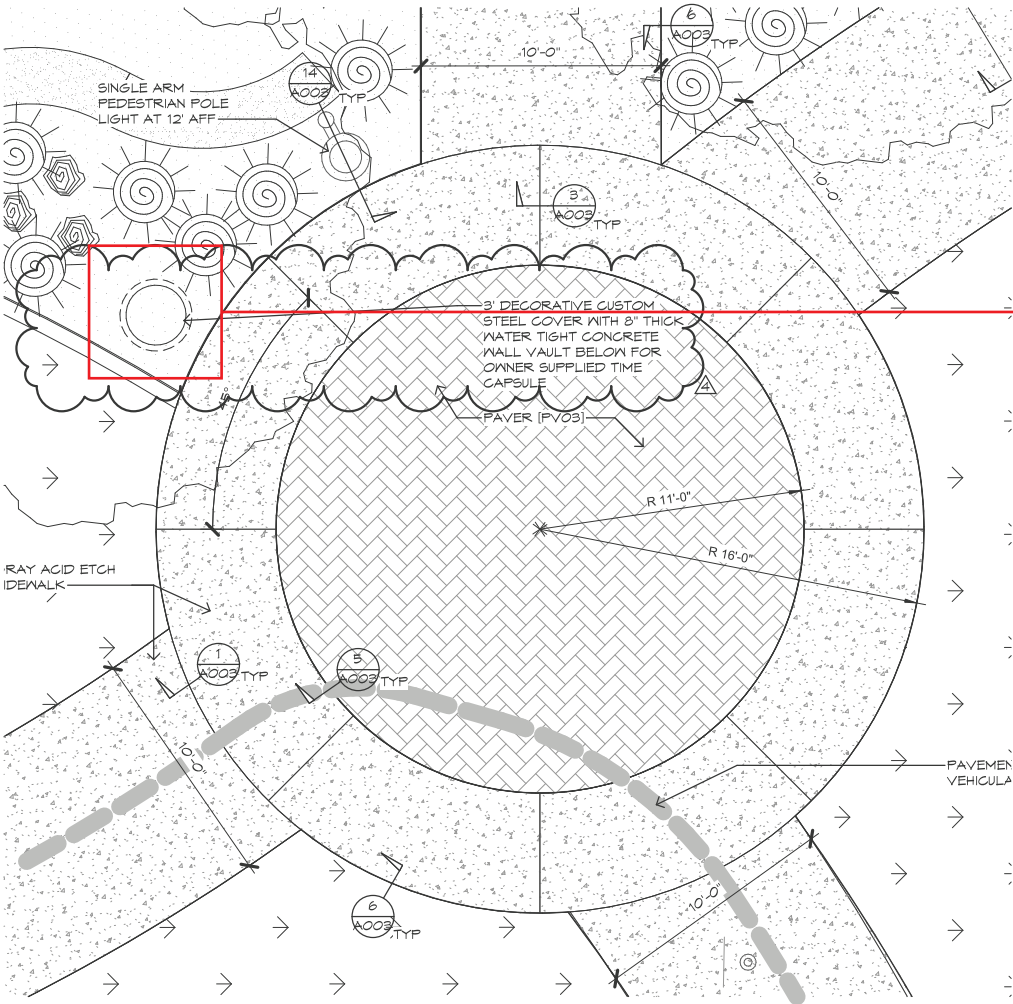
MATERIALS
White Metal Plaque

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

ILLUMINATION
No Illumination, relaying on ambient lighting in area

NOTES
Orientation in hardscape to be verified in the field prior to installation

Final Artwork provided by designer.



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



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

SIGN TYPE: E-2a
TIME CAPSULE STATEMENT

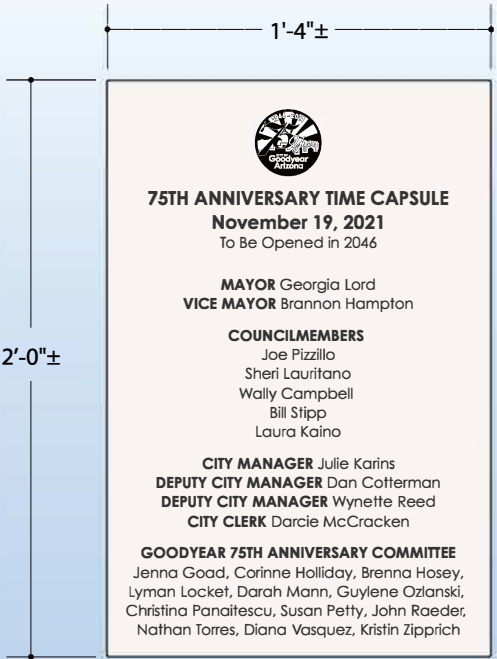
MATERIALS
Painte Metal Plaque silkscreened content
affixed to GSQ custom upright

CONSTRUCTION
Metal Plaque mechanically affixed to structure
with blind attachments

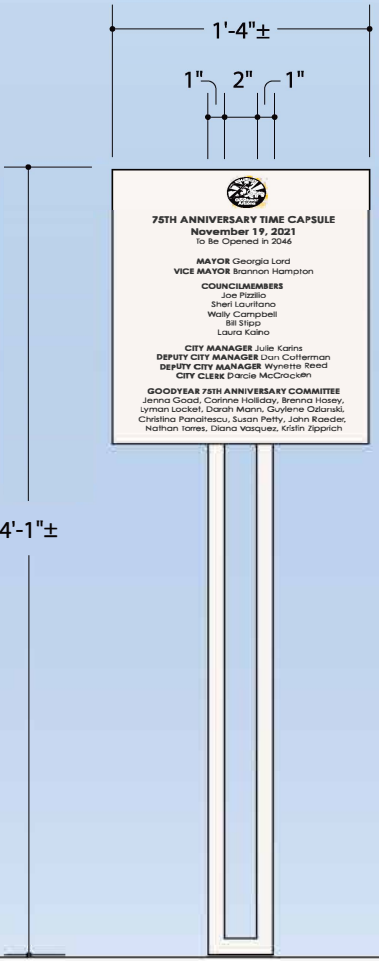
ILLUMINATION
No Illumination, relaying on ambient ligting
in area

NOTES
Artwork to be provided by designer.

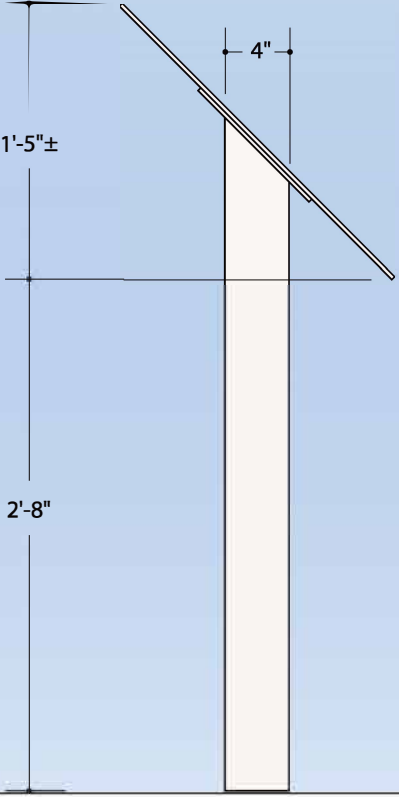
Panel orientation to be determined upon site
walk through.



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



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



SIDE VIEW

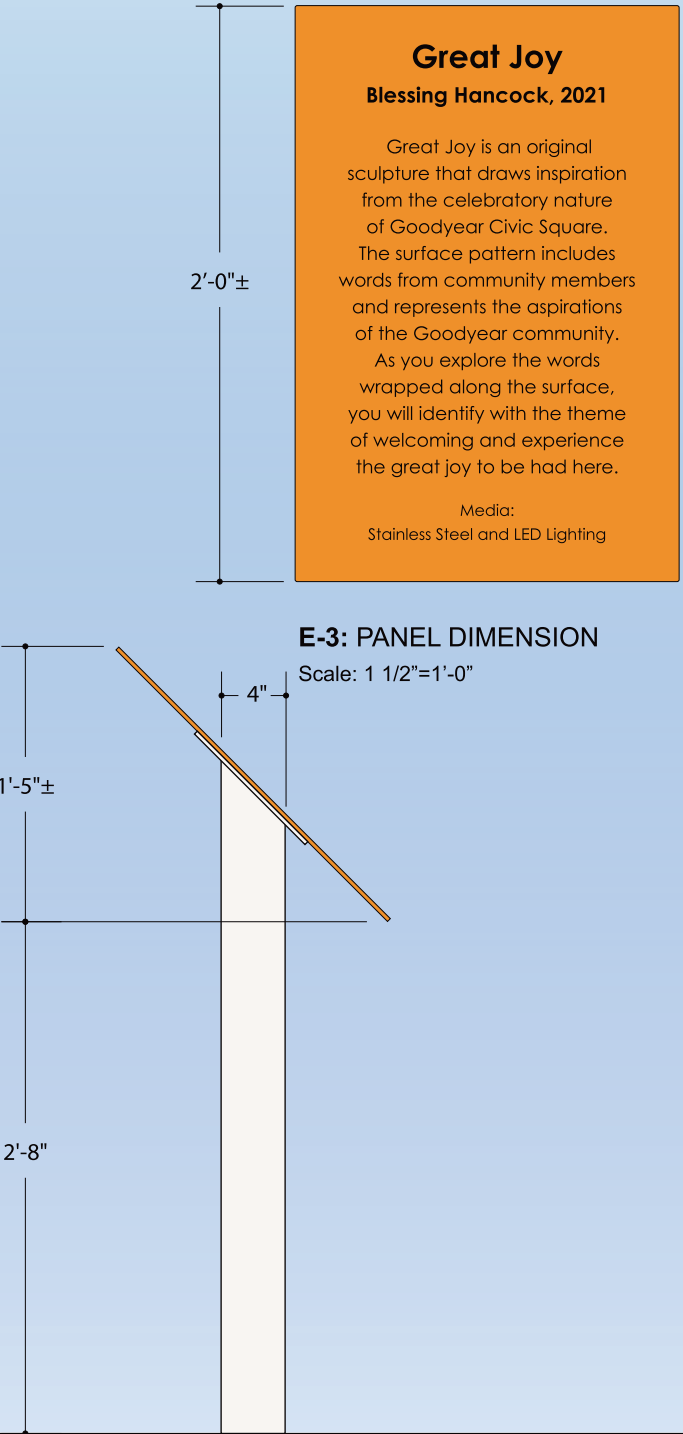
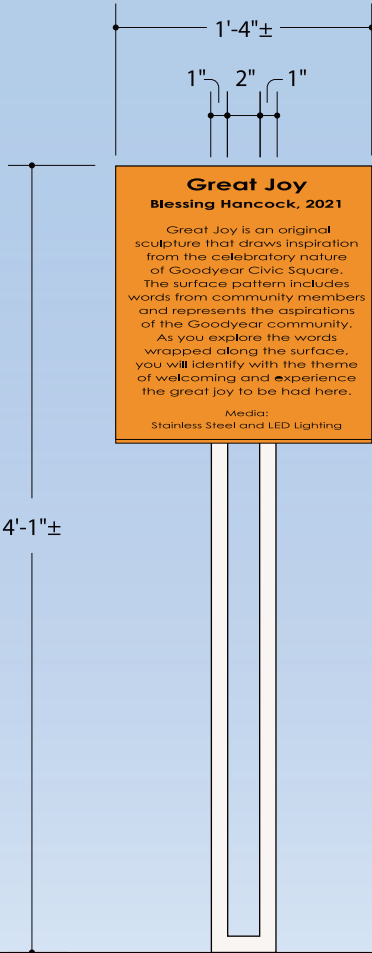
E3: Artist Statement

MATERIALS
Painte Metal Plaque silkscreened content affixed to GSQ custom uprigh t

CONSTRUCTION
Metal Plaque mechanically affixed to structure with blind attachments

ILLUMINATION
No Illumination, relaying on ambient ligting in area.

NOTES
Design and Content to be finakized by City and Designer.



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

FUTURE SIGN ELEMENTS: NARRATIVE

Narrative

SECTION 005.5
005.5.1 thru 005.5.7

GSQ Comprehensive Sign Plan Text
6-14-2021

- A. COMMERCIAL, RETAIL and MIXED USE** Uses within GSQ Development. For all signs with Commercial or Retail use and Mixed Use within GSQ:
- 1. Awning Signs**
- i. A maximum of twenty five (25%) percent of the front face area of the awning shall be used for signage. However, no Awning sign shall exceed an area of ten percent (10%) of the total wall signage square footage allocation.
- 2. Canopy Signs**
- i. Two (2) Canopy signs may be permitted per street frontage. Allowable canopy sign square footage is 50% of allowable wall signage.
 - ii. Canopy sign letters are restricted to two feet (2') in height, except for logos and the first letter of each word, which can be up to four feet (4') in height. All sign designs and size are subject to Landlords approval and must not conflict with the architectural character of the building.
 - iii. Signs may not be placed on parking canopies.
- 3. Directional Signs** – Vehicle Directional, Pedestrian Directional and Pedestrian Pole Directional signs
- i. Vehicle Directional Signs and Pedestrian Directional Signs are permitted as follows: Signs shall be permitted at each driveway onto a public street, at each major internal Public or Private street intersections and additional locations as identified within the CSP. The table below identifies maximum allowed number of Vehicle Directional Signs and Pedestrian Directional Signs within 20 feet of ROW :

Table 1: Directional Sign

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

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

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

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

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

Table 2: Directional Sign Table within 20' of ROW

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

5. Drive-Through Restaurant Menu Boards.

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

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

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

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

7. Monument Signs

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

Table 3: Monument Sign table

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

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

GSQ

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

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

*Canopy mounted: See CSP for allowable square footage

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

BOOTZ



& DUKE

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

8. Lot 4 – Civic Park

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

9. Projecting Signs

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

10. Shingle Signs

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

11. Wall Signs

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

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

12. Center ID Sign (Type A-2)

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

13. Window Signs.

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

B. RESIDENTIAL Use within Civic Square:

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

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

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

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

3. Monument Signs

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

4. Sales Office

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

5. Wall Sign

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

6. Residential Center ID Sign within Master Development

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

7. Model Units

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

C. Traffic Regulatory Signs within ROW

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

D. Temporary Signs.

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

2. CONSTRUCTION FENCE FABRIC PROJECT SIGNS

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

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

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

E. Street Light Pole Banner signs

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

F. Portable signs

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

G. Flags

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

H. Sale or Lease signs

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

I. Sign Placement

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

J. Sign Height

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

K. Sign Area

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

L. Sign Construction

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

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

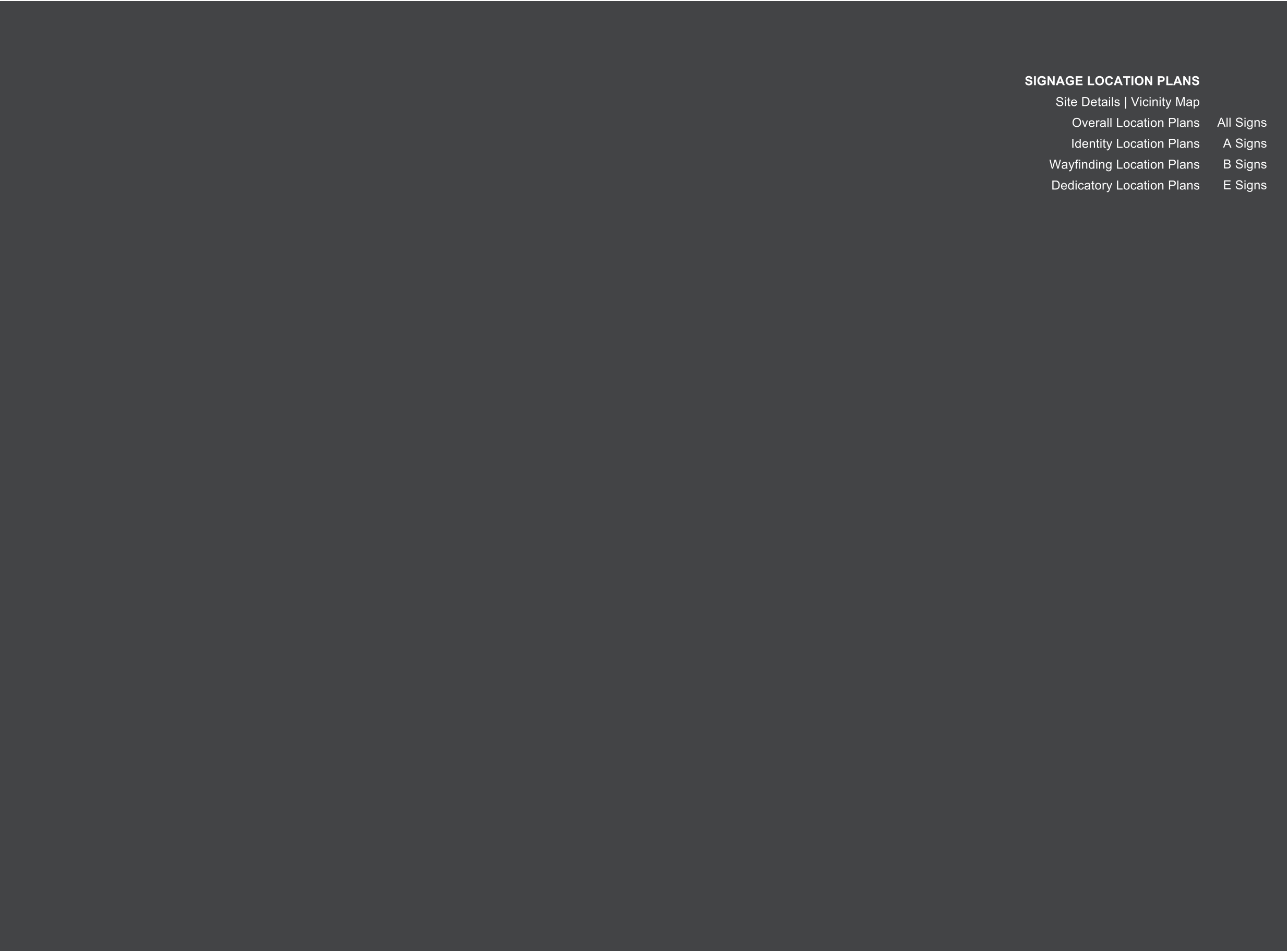
M. Administration

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

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

N. Prohibited Sign Types

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

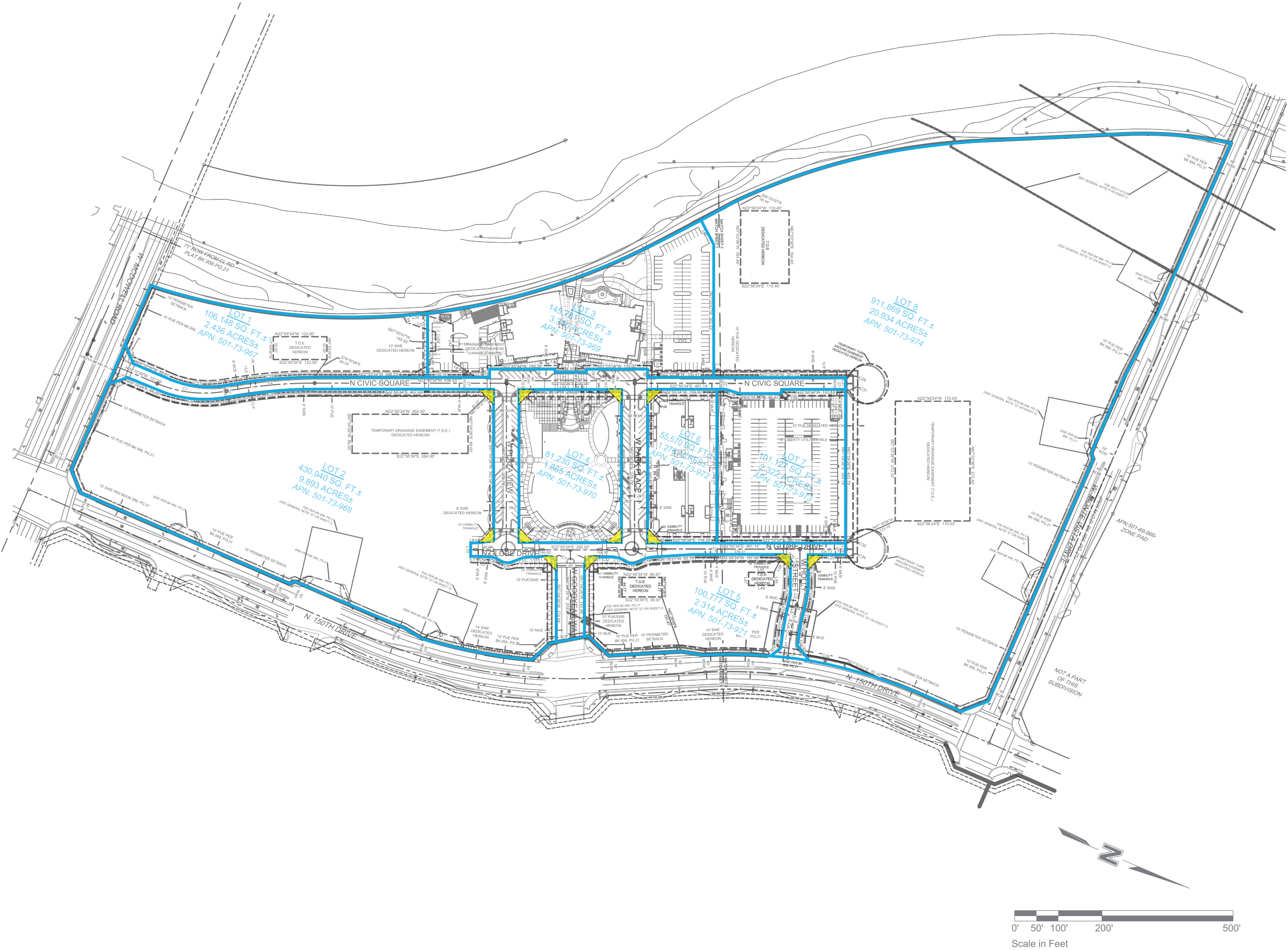


SIGNAGE LOCATION PLANS

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

SECTION 005.6

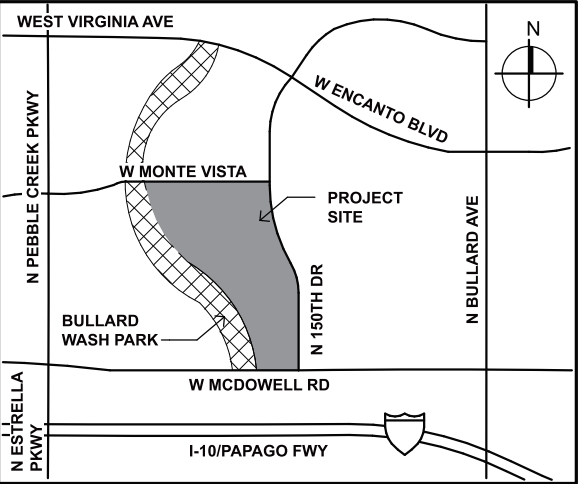
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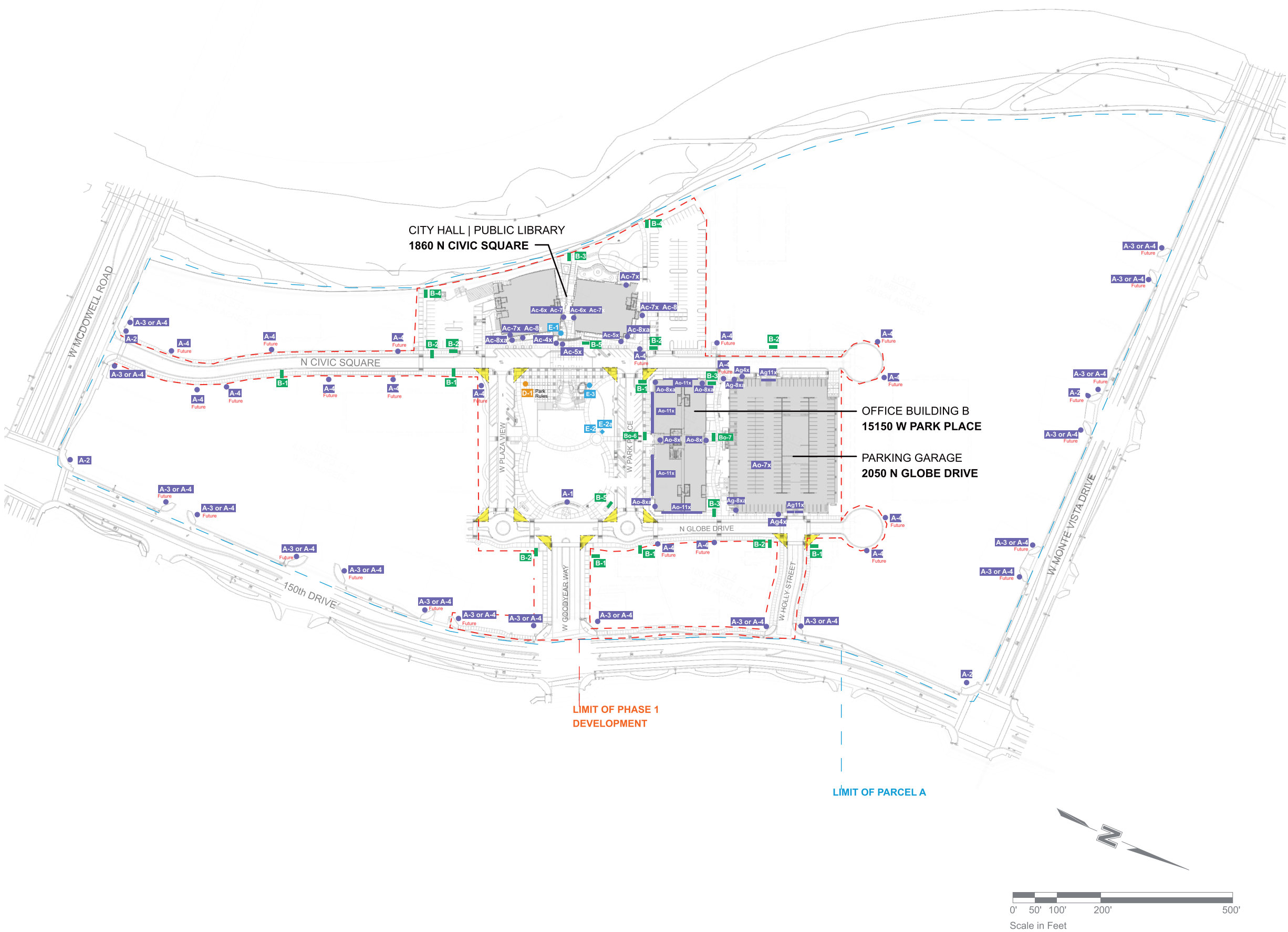


LOT AREAS

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

VICINITY MAP





CSP SIGNAGE HIERARCHY

A SITE IDENTITY

FREESTANDING SIGNS

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

CITY HALL | LIBRARY

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

OFFICE BUILDING

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

PARKING GARAGE

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

B WAYFINDING

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

C INFORMATIONAL (not shown on plan)

- Cx-1** Temporary/Portable Freestanding Sign

D REGULATORY

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

E DEDICATORY | EGD

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

 33' Site Visibility Triangles

CSP SIGNAGE HIERARCHY

A SITE IDENTITY

FREESTANDING SIGNS

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

CITY HALL | LIBRARY

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

OFFICE BUILDING

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

PARKING GARAGE

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

B WAYFINDING

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

C INFORMATIONAL (not shown on plan)

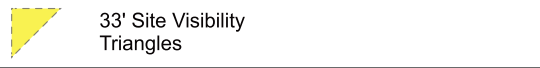
- Cx-1 Temporary/Portable Freestanding Sign

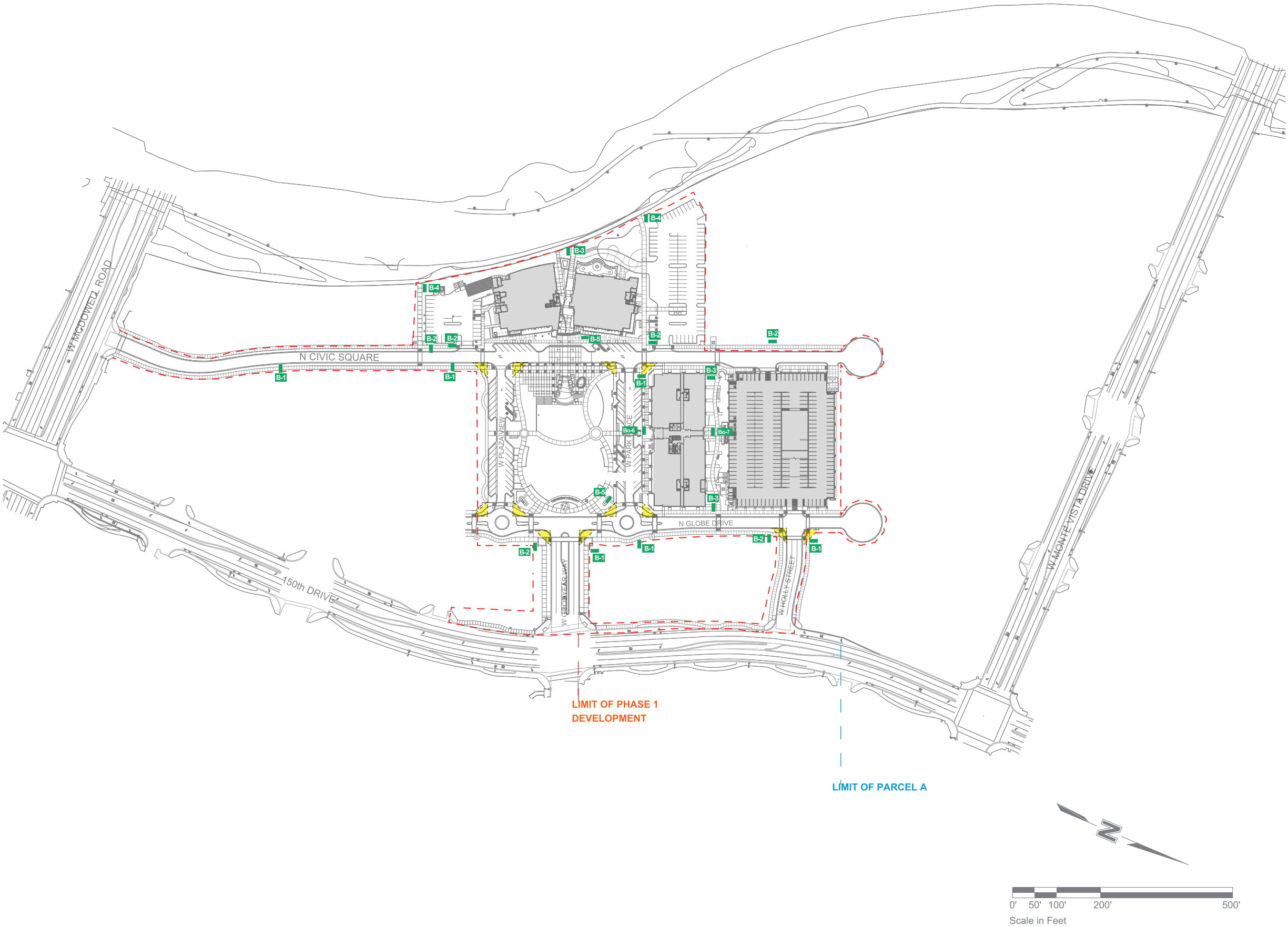
D REGULATORY

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

E DEDICATORY | EGD

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





CSP SIGNAGE HIERARCHY

- A SITE IDENTITY
- FREESTANDING SIGNS
- A-1

GOODYEAR Letters
- A-2

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

Primary Project Identity | Tenant Freestanding
- A-4

Secondary Project Identity | Tenant Freestanding Current & Future

- CITY HALL | LIBRARY
- Ac-4x

GOODYEAR “SCRABBLE” Building Identity
- Ac-5x

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

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

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

Building Address (at door)
- Ac-8xa

Building Address (building/fire safety)

- OFFICE BUILDING
- Ao-7x

Building Information (Office etc)
- Ao-8x

Building Address (at door)
- Ao-8xa

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

Tenant Identity (building mounted)

- PARKING GARAGE
- Ag-4x

Parking Garage Identity
- Ag-8xa

Building Numbers (fire safety)
- Ag-11x

Entry/Exit (with headache bar)

- B WAYFINDING
- B-1

Primary Vehicular Directional
- B-2

Secondary Vehicular Directional
- B-3

Primary Pedestrian Directional
- B-4

Secondary Pedestrian Directional
- B-5

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

Primary Tenant Directory Freestanding
- Bo-7

Secondary Tenant Directory Freestanding

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

Temporary/Portable Freestanding Sign

- D REGULATORY
- D-1

Park Rules
- D-2

Custom Upright Structure (not shown on plan) (Stop Sign, Accessible Parking...etc.)
- D-3, D-3a

Custom Upright Structure (Street Sign)
- D-4

Embedded Street Identification (Street Sign)

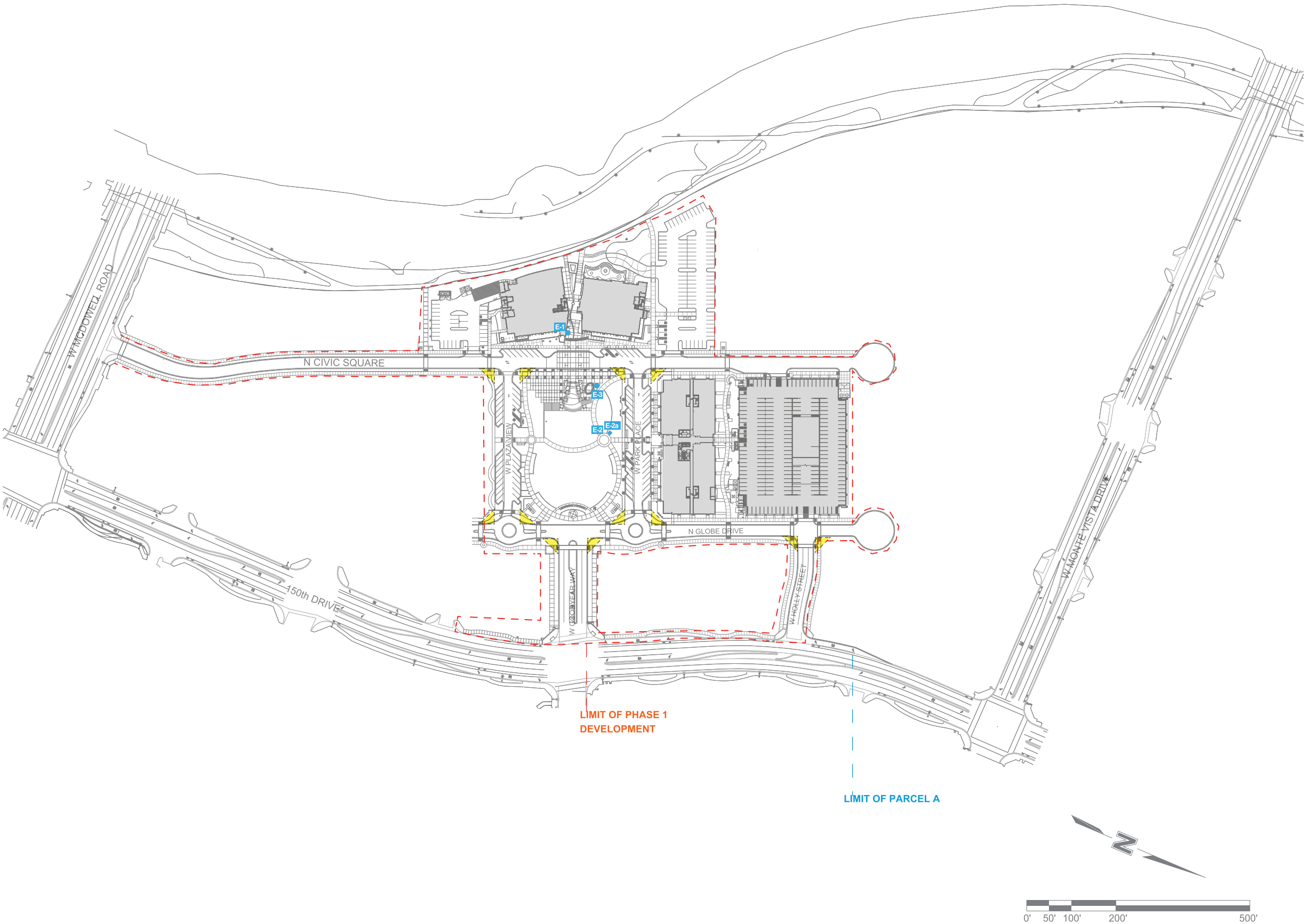
- E DEDICATORY | EGD
- E-1

Dedication Plaque
- E-2, E-2a

Time Capsule / 75th Anniversary
- E-3

Public Art Plaque

33' Site Visibility Triangles



CSP SIGNAGE HIERARCHY

- A** SITE IDENTITY
- FREESTANDING SIGNS
- A-1

GOODYEAR Letters
- A-2

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

Primary Project Identity | Tenant Freestanding
- A-4

Secondary Project Identity | Tenant Freestanding Current & Future

- CITY HALL | LIBRARY
- Ac-4x

GOODYEAR "SCRABBLE" Building Identity
- Ac-5x

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

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

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

Building Address (at door)
- Ac-8xa

Building Address (building/fire safety)

- OFFICE BUILDING
- Ao-7x

Building Information (Office etc)
- Ao-8x

Building Address (at door)
- Ao-8xa

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

Tenant Identity (building mounted)

- PARKING GARAGE
- Ag-4x

Parking Garage Identity
- Ag-8xa

Building Numbers (fire safety)
- Ag-11x

Entry/Exit (with headache bar)

- B** WAYFINDING
- B-1

Primary Vehicular Directional
- B-2

Secondary Vehicular Directional
- B-3

Primary Pedestrian Directional
- B-4

Secondary Pedestrian Directional
- B-5

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

Primary Tenant Directory Freestanding
- Bo-7

Secondary Tenant Directory Freestanding

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

Temporary/Portable Freestanding Sign

- D** REGULATORY
- D-1

Park Rules
- D-2

Custom Upright Structure (not shown on plan) (Stop Sign, Accessible Parking...etc.)
- D-3, D-3a

Custom Upright Structure (Street Sign)
- D-4

Embedded Street Identification (Street Sign)

- E** DEDICATORY | EGD
- E-1

Dedication Plaque
- E-2, E-2a

Time Capsule / 75th Anniversary
- E-3

Public Art Plaque

 33' Site Visibility Triangles

THE END



GSQ COMPREHENSIVE SIGN PLAN

PRE-APPLICATION

Project Number | P24-00291

Meeting Date | April 1ST 2021

CASE NUMBER | 21-630-00002

SUBMITTAL DATE

JUNE 16TH 2021

REVISION DATE

AUGUST 20TH 2024

A PARTNERSHIP:



GLOBE CORPORATION

PREPARED BY:

THINKING CAPS DESIGN

1425 North First Street, Suite 101

Phoenix, Arizona 85004

602.495.1260 | www.thinkingcaps.net

REVISED BY:

BOOTZ & DUKE SIGN CO.

2831 W. Weldon Ave.

Phoenix, Arizona 85017

602.272-9356 | www.bootzandduke.com

VISUAL COMMUNICATIONS INC.

Saint Paul, Minnesota

612-840-5867 | www.visualcomm.com

Section 3 -

Zone 3: GSQ Regional Center

Sign Standards



REGIONAL CENTER

COMPREHENSIVE SIGN PLAN
Zone 3 - SUB-AREA 1A and 1B



DEVELOPERS:



GLOBE CORPORATION
6730 N. Scottsdale Road, Suite 250
Scottsdale, Arizona 85253
P: 480-991-0500
F: 480-991-1912

RG LAND PARTNERS, LLC

2502 E. Camelback Rd. Suite 200
Phoenix, Arizona 85016
P: 480-947-7772

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APPENDIX A - GENERAL PROJECT GRAPHIC REQUIREMENTS

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AP-1	I SUBMITTAL REQUIREMENTS
AP-2	II COMPLIANCE PROCEDURES
AP-2	III GENERAL CONSTRUCTION REQUIREMENTS
AP-2,3,4,5	IV SIGN DESIGN CRITERIA
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AP-7	VI DESIGN RESTRICTIONS/CONDITIONS
AP-7	VII TEMPORARY SIGNAGE
AP-7	VIII PROHIBITED SIGNS

PROJECT NARRATIVE AND DATA

GSQ Regional Center is a shopping, mixed use, entertainment destination being developed by the owners and its partners. At approximately 330 acres, this multi-faceted project will provide a high quality, destination, retail power center, regional mall, hotels, mixed use retail/office and multi-family residential.

This comprehensive sign plan takes a staged approach to regulating signs within the development. It establishes a design theme for signs within the project, particularly with respect to the signs that will be located at the perimeter of the project, the project's sub-areas and the signs and sign types that will be universal.

There may be special character considerations that will apply to sub-areas within the development, but which cannot be determined until it is known what that sub-area will contain and how it will be developed. The specific location of the various sign types will also need to be tied down to a greater degree than is possible herein for development sub-areas which have not yet been reduced to an approved site plan.

Accordingly, the comprehensive sign plan will be supplemented with attachments specific to each sub-area addressing the specifications, variations or considerations as the development of the sub-areas become defined. These attachments shall be submitted individually to the City for approval. The initially approved comprehensive sign plan included a specific comprehensive plan for sub-area 2.

Appendix A, the General Project Graphic Requirements shall apply to all Sub Areas unless otherwise modified by the sign plan for a specific Sub Area.

The commercial retail and mixed use development incorporates three (3) sub-areas that include:

Sub Area “1A” GSQ Regional Center; and “1B”- Mixed-Use

This sub-area encompasses approximately 148 acres located just west of Bullard Avenue. This property is bordered by McDowell Road along the south, Bullard Avenue on the east, Encanto Boulevard on the north and Bullard Wash on the west. Approximately 107 acres is Sub-Area 1A is reserved specifically for a Regional Mall with the balance of the acreage, 1B being devoted to uses such as additional retail, office and residential. All of Sub-Area 1 will require several attachments as specific uses and plans as they are developed. The comprehensive sign plan governing signage criteria for Sub-Area 1 is included in Attachment 1 as Sub Areas A and B.

Sub-Area “3” Future Mixed-Use Commercial of GSQ Regional Center

This sub-area included approximately 30 acres located on the South side of McDowell Road and is designated to be used for mixed-use commercial and retail. This property is also bordered by Interstate 10 and will house the three freeway pylon signs for the whole Estrella Falls or Goodyear Regional Center PAD project. **Signage within the bounds of Sub Area 3 shall follow the same standards as Sub Area 1A and 1B.**

Zone 1 - Existing Mixed-Use Commercial/Retail “The Market at Estrella Falls”

The Market at Estrella Falls Development is an approximately 66-acre Power Center incorporating major retail, shops, dining, entertainment and hospitality. The site plan shown in the exhibits contemplates junior anchor tenants and shops to be clustered along the northeast boundary of the Sub-Area with hotel uses at the southeast corner of the site. It is also contemplated that mixed-use retail shops, dining and various Pad users will front along the southern and western portions of the Sub-Area. The comprehensive sign plan governing signage criteria for Sub-Area 2 was previously included in Attachment 2. EXISTING.

Zone 2 - GSQ Civic Square

Zone 3 - GSQ Regional Center

Zone 4 - Goodyear Zoning Ordinance

HIERARCHY OF SIGNS:

This comprehensive sign plan has been structured to provide a hierarchy of wayfinding and iden fica on signs and standards to be used throughout, All signs will be specified within each Sub-Area Attachment and will be submitted when each site plan has been determined and developed.

The signs can be classified by the following categories:

A. Freeway Pylon Signs - See sign Type A - These signs will provide regional/community-level iden fica on of the project and for businesses located therein to travelers along Interstate 10 in Sub-Area 3.

These three (3) signs are 85-foot tall exclusive of architectural embellishments, doubled-sided displays with project iden fica on and tenant iden fica on panels granted by right in the original submittal. One (1) is dedicated to the Marketplace retail tenants; one (1) dedicated to the Sub area 1 tenants and surrounding lots; and the third and final one (1) to the overall development and sub-area 3. Two of the three may include electronic reader boards.

B. Corner Identification Features: These signs will provide the main project identification on major roadway intersections such as the northeast corner of Pebble Creek Parkway and McDowell Road and the northwest corner of Bullard Avenue and McDowell Road which incorporates the overall design theme of the project and serves to let the customers know they have arrived at the regional mixed-use destination, GSQ.

C.1 Primary Multi-Tenant Monument Signs: Designed to be a maximum height of eighteen feet (18’) exclusive of architectural embellishments, these signs will provide local-level identification of tenants and users within the commercial and retail areas to travellers along arterial and collector arterial roadways such as McDowell Road, Pebble Creek Parkway, Bullard Avenue, 150th Avenue, Virginia/Encanto Avenue and Monte Vista Drive. Height and square footage of the signs will remain the same for each Sub-Area with specific designs and architectural embellishments to be addressed in the Attachment submitted for the particular Sub-Area. These signs are 18’ in height with a maximum 120 square feet. The signs are double sided multi-tenant monument signs with internally illuminated tenant panels. Tenant panels are routed aluminum with back up acrylic and translucent vinyl or other varieties of high quality medias.

C.2. Secondary Mul -tenant Monument Signs: Designed to be a maximum height of twelve feet (12’) these signs provide local level identification for multiple tenant or single-use buildings within the development.

D.Vehicular Directional Signs: These signs will be located within the development to provide directional information to major tenants traveling within the developed Sub-Area in their vehicles. They will be placed at logical decision points throughout to assist in decision making and to help people find parking in the area of their destination.

E. Pedestrian Directory Signs: These signs provide additional directional information to people once they are approaching buildings from the adjacent parking areas. They will be placed at logical decision points to assist in pedestrian wayfinding. These can be static in nature, or if oriented to the interior of the project, can integrate electronic message center type of technology to accommodate the centers needs. Based on location, if not visible to arterial or collector designated roadway/street - these shall not be subject to permitting or code restrictions.

F. 1. Project Site and Tenant Marketing / Temporary Signage: Temporary Signage that has been sited at prime locations to provide information and announcements for "coming soon" opportunities for tenants as well as the overall project.

F. 2. Individual Site Marketing/Lease/Sale Signage: Temporary Signage for individual site marketing / Sales / Leasing needs.

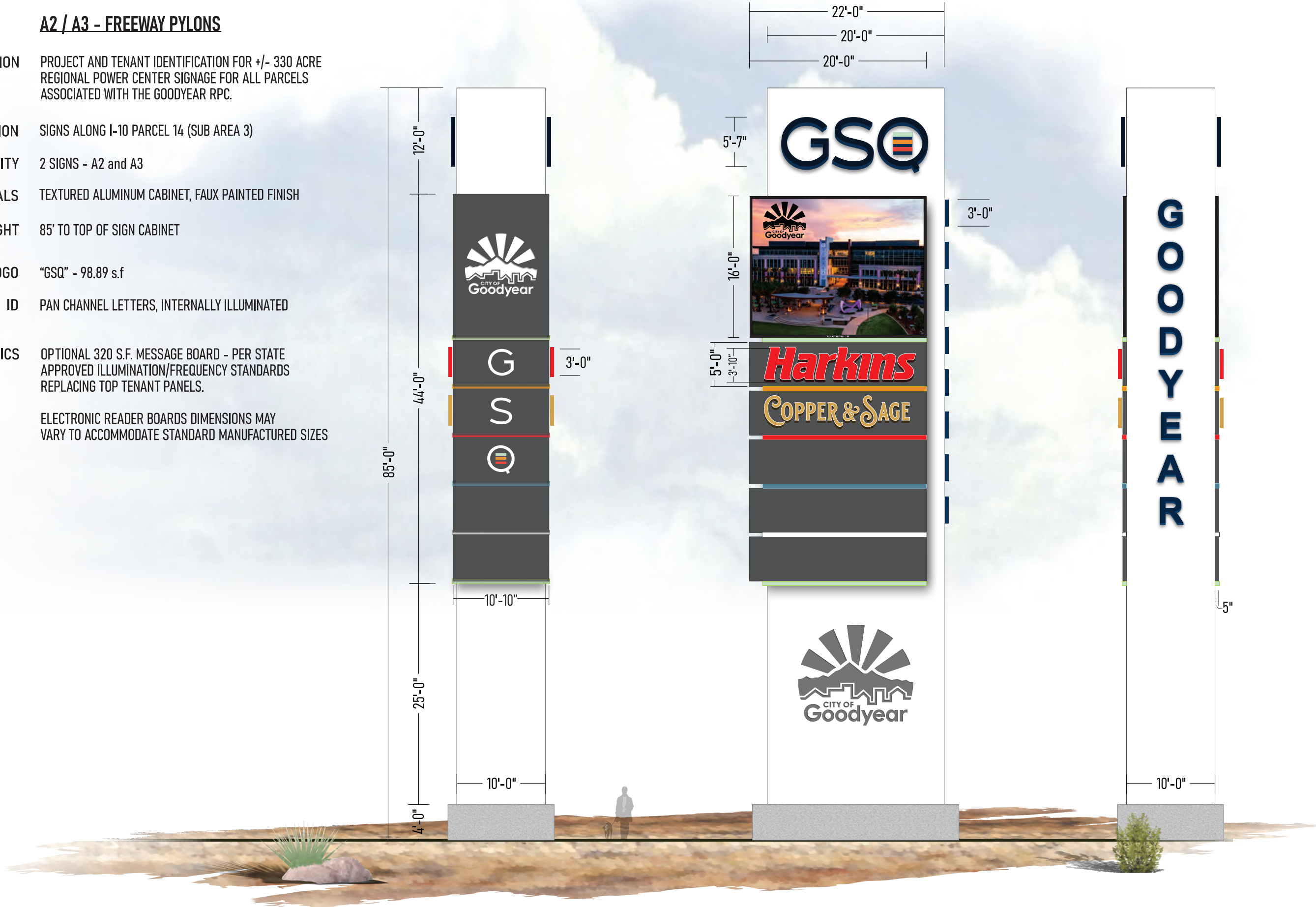
G. Tenant Wall Signage: Wall, canopy, and building mounted tenant signage will be addressed specifically in the Attachments for each Sub-Area.

Zone 3 Map



A2 / A3 - FREEWAY PYLONS

FUNCTION	PROJECT AND TENANT IDENTIFICATION FOR +/- 330 ACRE REGIONAL POWER CENTER SIGNAGE FOR ALL PARCELS ASSOCIATED WITH THE GOODYEAR RPC.
LOCATION	SIGNS ALONG I-10 PARCEL 14 (SUB AREA 3)
QUANTITY	2 SIGNS - A2 and A3
MATERIALS	TEXTURED ALUMINUM CABINET, FAUX PAINTED FINISH
HEIGHT	85' TO TOP OF SIGN CABINET
LOGO	"GSQ" - 98.89 s.f
ID	PAN CHANNEL LETTERS, INTERNALLY ILLUMINATED
ELECTRONICS	OPTIONAL 320 S.F. MESSAGE BOARD - PER STATE APPROVED ILLUMINATION/FREQUENCY STANDARDS REPLACING TOP TENANT PANELS. ELECTRONIC READER BOARDS DIMENSIONS MAY VARY TO ACCOMMODATE STANDARD MANUFACTURED SIZES





DESIGN # 241488-06

GSQ FREEWAY PYLON

Page: 6

CUSTOMER	GSQ	REVISION #:	REVISION DATE & #	Approved by:	Date:
ADDRESS	GOODYEAR GOODYEAR, AZ	This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code. The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code. Engineering Specifications: All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.			
PROJECT MGR	Andy Gibson				
DESIGNER	Ernie Mada				
DATE	10/10/2024				

BOOTZ & DUKE

Signs

2831 W. Weldon Ave. | Phoenix, AZ 85017
(602) 272-9356 www.bootzandduke.com

UL LISTED

Electrical Specifications: All Signs Fabricated as per 2017 N.E.C. Specifications

A2 / A3 - FREEWAY PYLONS

- FUNCTION

PROJECT AND TENANT IDENTIFICATION FOR +/- 330 ACRE REGIONAL POWER CENTER SIGNAGE FOR ALL PARCELS ASSOCIATED WITH THE GOODYEAR RPC.
- LOCATION

SIGNS ALONG I-10 PARCEL 14 (SUB AREA 3)
- QUANTITY

2 SIGNS - A2 and A3
- MATERIALS

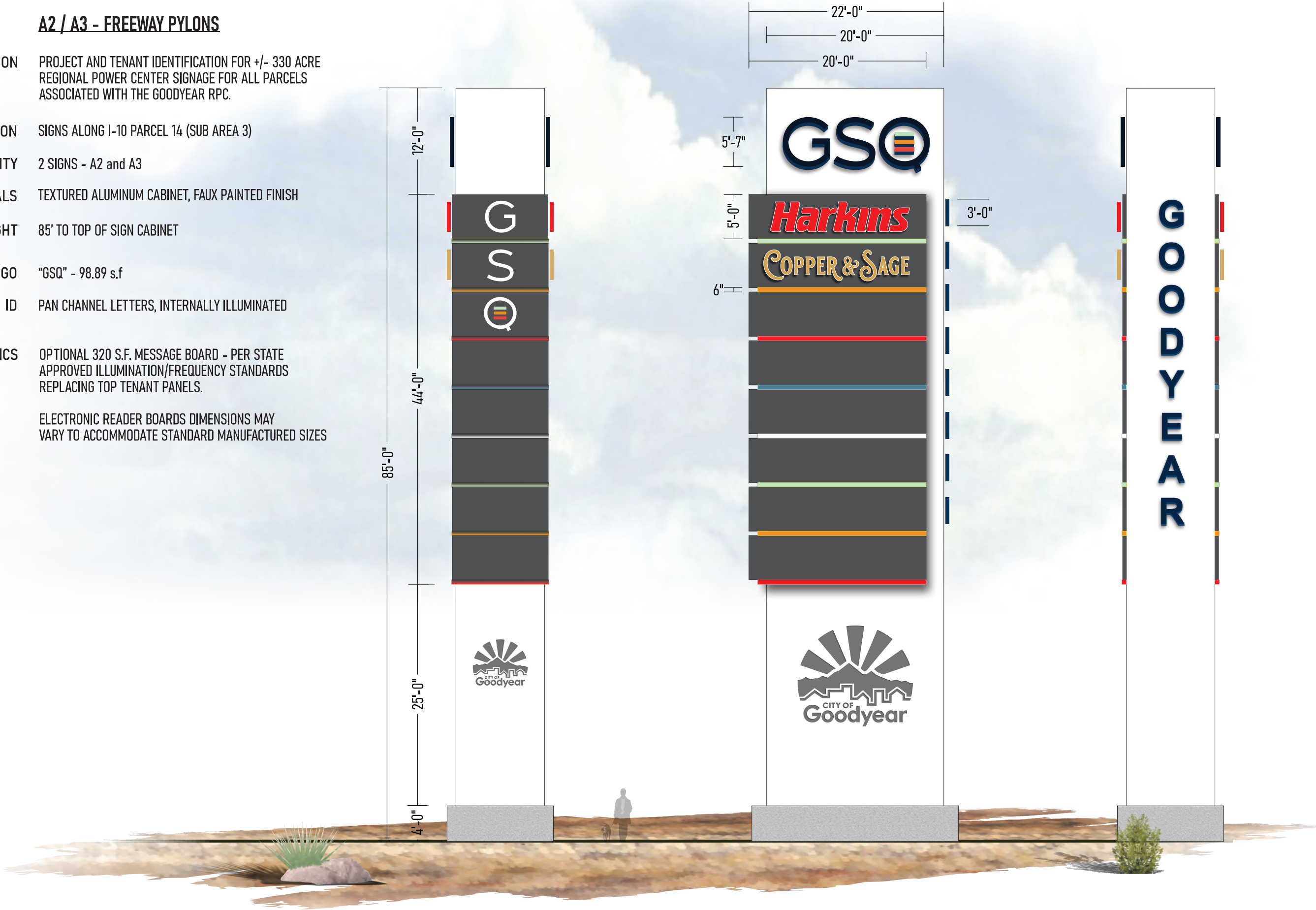
TEXTURED ALUMINUM CABINET, FAUX PAINTED FINISH
- HEIGHT

85' TO TOP OF SIGN CABINET
- LOGO

"GSQ" - 98.89 s.f
- ID

PAN CHANNEL LETTERS, INTERNALLY ILLUMINATED
- ELECTRONICS

OPTIONAL 320 S.F. MESSAGE BOARD - PER STATE APPROVED ILLUMINATION/FREQUENCY STANDARDS REPLACING TOP TENANT PANELS.
- ELECTRONIC READER BOARDS DIMENSIONS MAY VARY TO ACCOMMODATE STANDARD MANUFACTURED SIZES





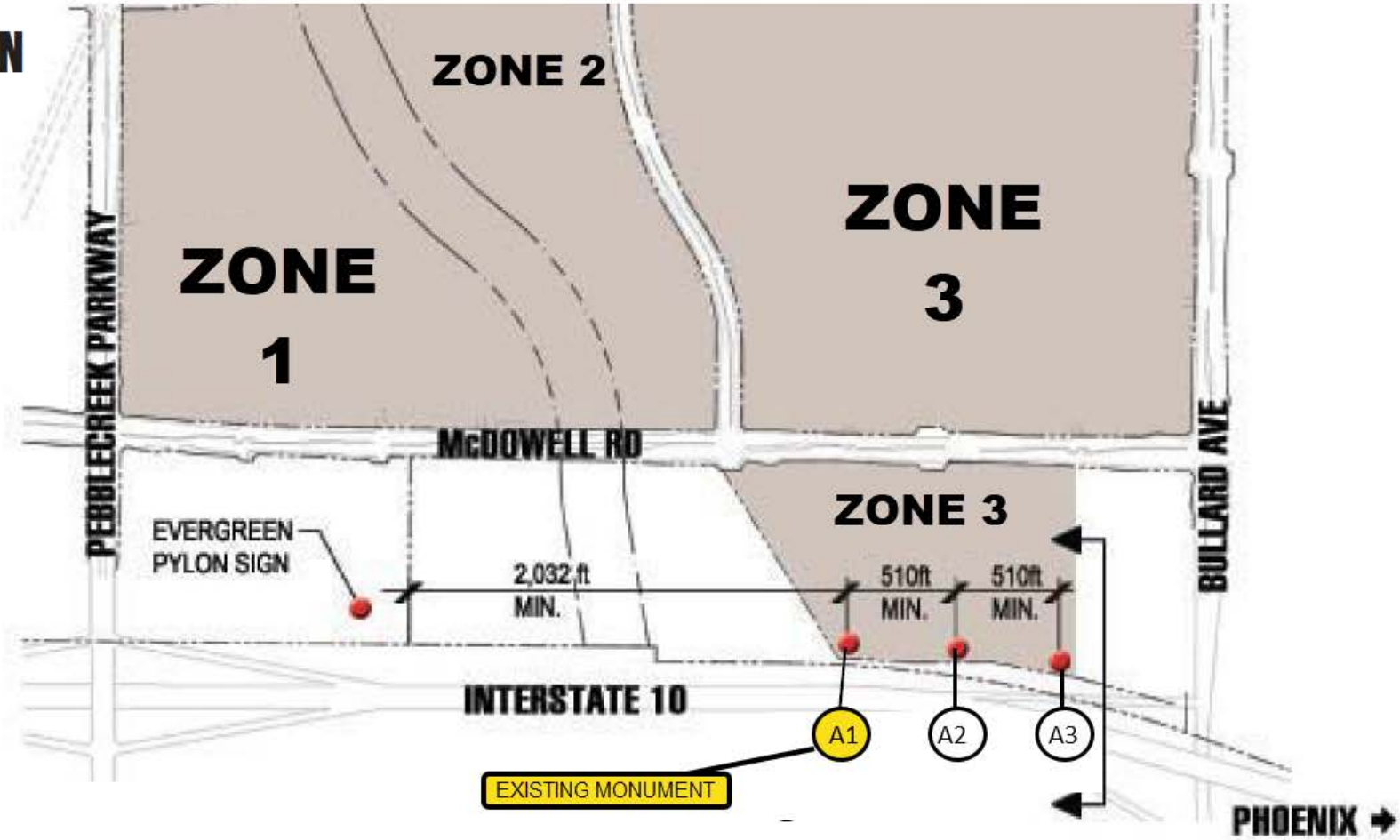
DESIGN # 241488-05

GSQ FREEWAY PYLON

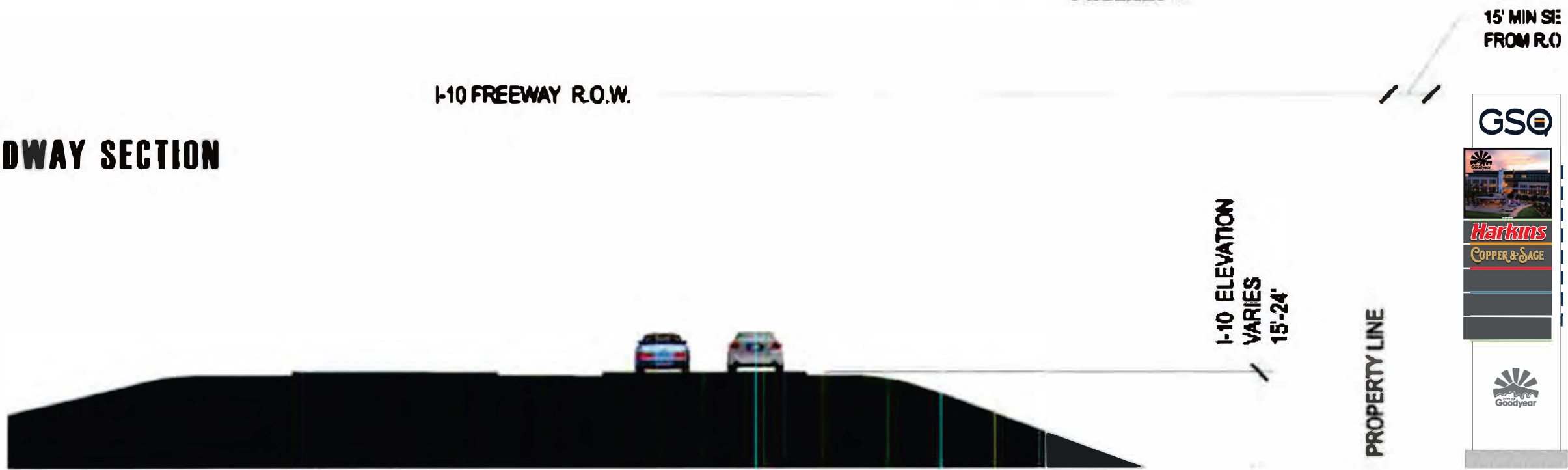
Page: 8

CUSTOMER	GSQ	REVISION #:	REVISION DATE & #	Approved by:	Date:
ADDRESS	GOODYEAR GOODYEAR, AZ	BOOTZ & DUKE SINCE 1974 Signs 2831 W. Weldon Ave. Phoenix, AZ 85017 (602) 272-9356 www.bootzandduke.com			This custom design is the exclusive property of Bootz & Duke Sign Co. of Phx, AZ. It may not be reproduced, copied, or exhibited in any fashion. Electrical Specifications: All Signs Fabricated as per 2017 N.E.C. Specifications This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code. The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code. Engineering Specifications: All Signs Fabricated per A.S.A. Specifications & 2018 I.B.C.
PROJECT MGR	Andy Gibson				UL LISTED
DESIGNER	Ernie Mada				
DATE	10/10/2024				

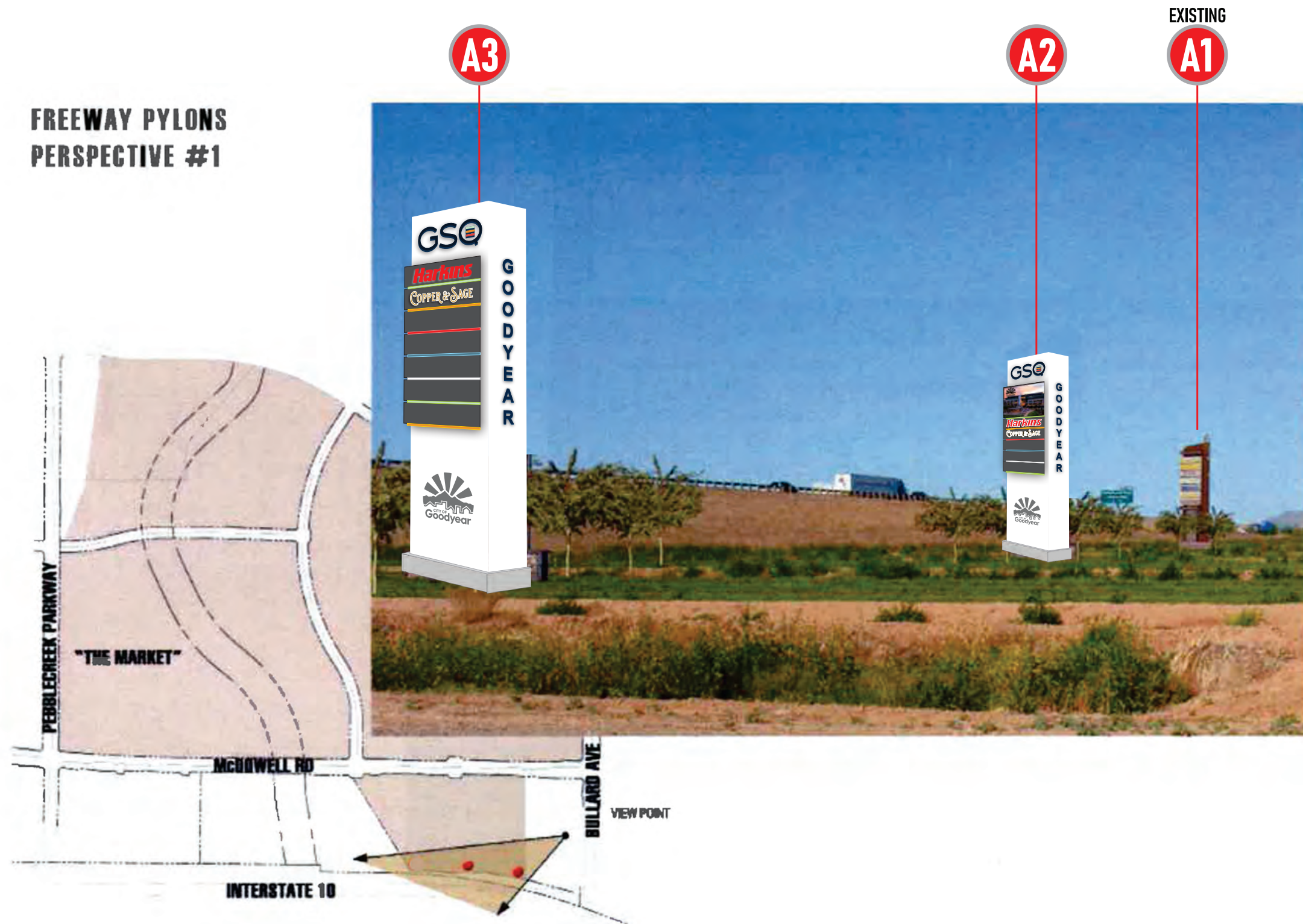
PYLON SIGN LOCATION



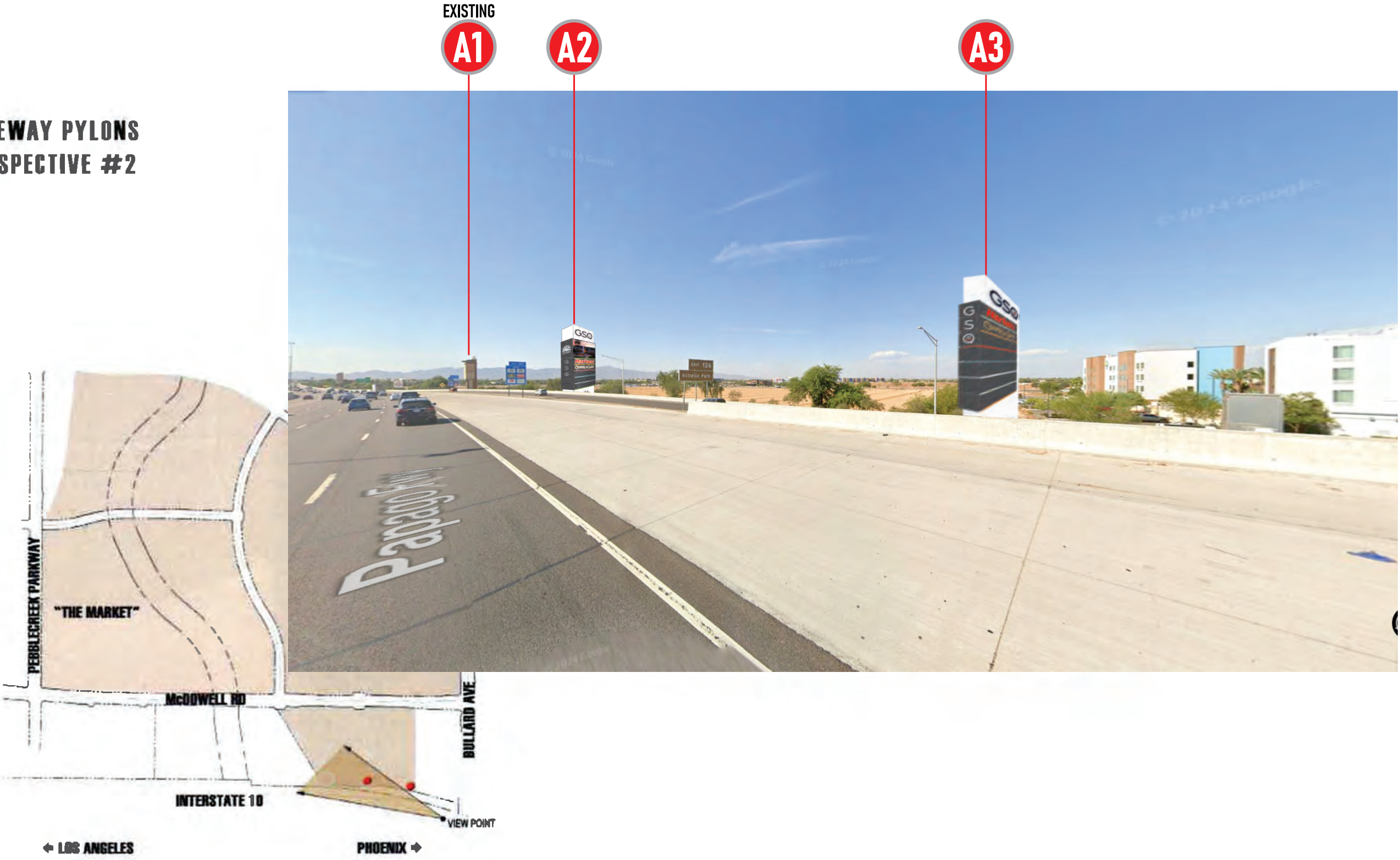
PYLON ROADWAY SECTION



**FREEWAY PYLONS
PERSPECTIVE #1**



**FREEWAY PYLONS
PERSPECTIVE #2**



Attachment 1A & 1B



Sub-Area 1A & 1B: GSQ Regional Center Comprehensive Sign Plan

SUB AREA 1A & 1B - PROJECT DATA

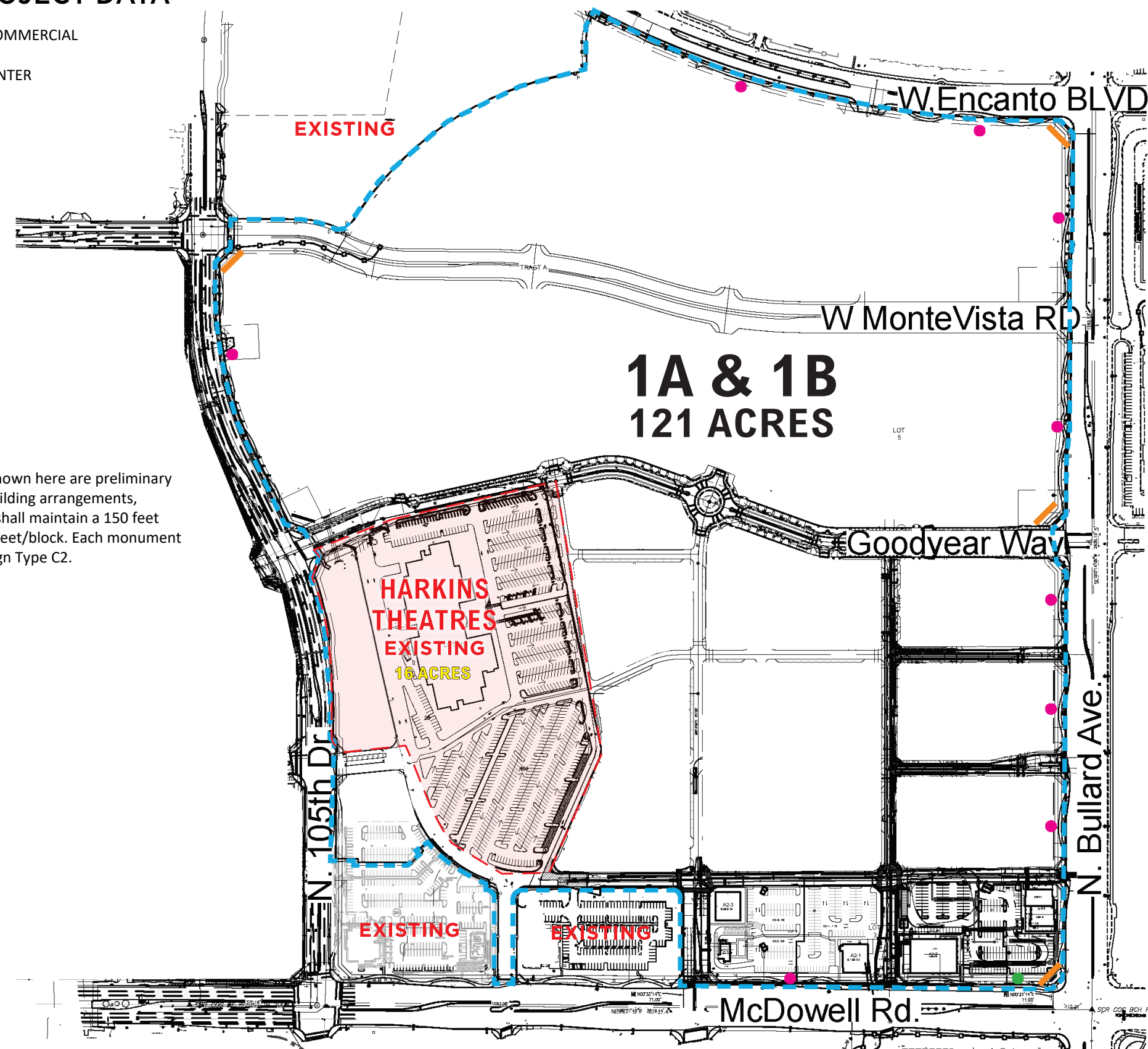
ZONING PAD-MIXED USE COMMERCIAL
PROJECT NAME GSQ REGIONAL CENTER

SITE AREA
APPROX. 121 ACRES

LEGEND

- MONUMENT SIGN* (9)
- TEMPORARY SIGN (3)
- CENTER - ID (4)

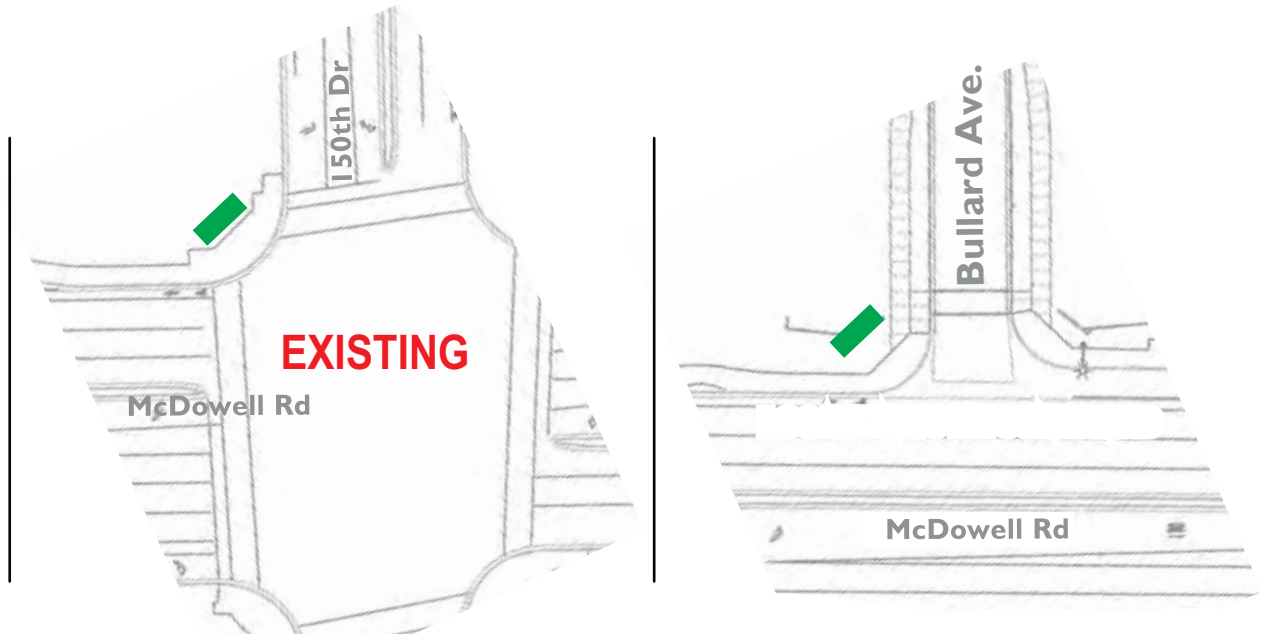
* The placement of monument signage locations shown here are preliminary and may shift between driveways depending on building arrangements, landscaping, pathways, utility easements, etc, but shall maintain a 150 feet distance between monument signs on the same street/block. Each monument sign may be developed as either Sign Type C1 or Sign Type C2.



FREESTANDING SIGN MATRIX - SUB AREA 1A & 1B

SIGN	SIGN TYPE	FUNCTION	LOCATION	QUANTITY	HEIGHT	SIZE	ILLUMINATION	MATERIALS
Sign A2 Freeway Pylon	Pylon - #2	Mall Identification/ Tenant Identification/ Digital Display	Placed along I-10 in sub Area 3	1 of 3	Eighty five feet (85") to the top of pylon	800 sq ft. Maximum exclusive of center identification and architectural embellishments	Project and static tenants - Internally Illuminated. Electronics to follow state standards - see design pages for specifics	Textured Aluminum, Faux Finish, Pan Channel Letters, Acrylics, Full Digital Display
Sign A3 Freeway Pylon	Pylon - #3	Mall Identification/ Tenant Identification	Placed along I-10 in sub Area 3	1 of 3	Eighty five feet (85") to the top of pylon	800 sq ft. Maximum exclusive of center identification and architectural embellishments	Project and static tenants - Internally Illuminated. Electronics to follow state standards - see design pages for specifics	Textured Aluminum, Faux Finish, Pan Channel Letters, Acrylics
Sign B Primary Corner Project Identification	Channel Letters	Project Identification	Corners of McDowell Road, Bullard Avenue, Monte Vista Drive and 150th Avenue	4	Maximum ten feet (10') to the top of wall, Exclusive of Logo and Embellishments	Approximately 120 sq.ft. maximum exclusive of architectural embellishments	Exterior and Internally Illuminated	Aluminum and Acrylic letters, Concrete base w/faux finish Decorative bases
Sign C1 Multi Tenant Monument	Monument	Multi Tenant Identification	Placed along McDowell Road, Bullard Avenue, Encanto Blvd.	11	Twenty feet (20') to the top of monument	120 sq ft. maximum, exclusive of center identification and architectural embellishments	Internally Illuminated	Aluminum and other architectural materials to match architectural features
Sign C2 Multi Tenant Monument	Monument	Multi Tenant Identification	Placed along McDowell Road, Bullard Avenue, Encanto Blvd.	TBD	Twelve feet (12') to the top of monument	60' sq. ft. maximum exclusive of center identification and architectural embellishments	Internally Illuminated	Aluminum and other architectural materials to match architectural features
Sign D1 Internal Traffic Directory	Directional/ Directory to include tenant names	Assist in directing flow of traffic inside the development	Strategically placed throughout interior parking areas	TBD	Eight feet (8'-0") to the top	24 sq.ft. maximum	Non-Illuminated	Aluminum and other architectural materials to match architectural features
Sign D2 Internal Traffic Directional	Directional for standard traffic control	Assist in directing flow of traffic inside the development	Strategically placed throughout interior parking areas	TBD	Five feet four inches (5'-4") to the top	12 sq.ft. maximum	Non-Illuminated	Aluminum and other architectural materials to match architectural features
Sign D3 Pedestrian Directional	Directional for pedestrian	Primary directional for pedestrian traffic control	Placed at pedestrian decision points	TBD	Ten feet four inches (10'-4") to the top	16 sq.ft. maximum	Non-Illuminated	Aluminum and other architectural materials to match architectural features
Sign D4 Pedestrian Directional	Directional for pedestrian	Secondary directional for pedestrian traffic control	Placed at pedestrian decision points	TBD	Ten feet four inches (10'-4") to the top	8 sq.ft. maximum	Non-Illuminated	Aluminum and other architectural materials to match architectural features
Sign D5 Site Directory	Directional map and calendar	Secondary directional for pedestrian traffic control	Placed at key pedestrian areas	TBD	Six feet four inches (6'-4") to the top	13 sq.ft. maximum	Internally Illuminated	Aluminum and other architectural materials to match architectural features
Sign D6 Office building Directory	Directional to include tenant names	Primary office directional inside the development	Placed at office drives and parking areas interior of project	TBD	Ten feet (10') to the top	27 sq.ft. maximum	Internally Illuminated	Aluminum and other architectural materials to match architectural features
Sign D7 Office building Directory	Directional to include tenant names	Secondary office directional inside the development	Placed at office drives and parking areas interior of project	TBD	Six feet seven inches (6'-7") to the top	14 sq.ft. maximum	Internally Illuminated	Aluminum and other architectural materials to match architectural features
Sign F1 For Sale / Leasing	Temporary	Master Developer project marketing and leasing	Strategically placed as development phases occur	TBD	Eighteen (18) feet to top of panel	400 sq. ft. Maximum exclusive of background graphic star panel backdrop.	Exterior	Post and panel wood with printed graphics

- Sign area may be increased by up to twenty-five (25%) percent to accommodate national corporate identification programs
- Signage place on wall surfaces not visible beyond perimeter property boundaries around Encanto, Bullard and McDowell may be exempt from sign area and placement restrictions regulated by sign ordinance and this Comprehensive Sign Plan.
- General Project Graphic Requirements are **attached** as Appendix A. In the event of a conflict between the body of this sign plan and Appendix A, the provision contained in the body of the sign plan shall prevail.
- Signage within GSQ Sign Core (inward facing) can include vibrant, audible signs, 3D, animation, LED video boards, etc. The core area is defined as Land Area C per the GSQ Regional Center Zoning.



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

SIGN TYPE: B
GSQ IDENTIFICATION LETTERS

GSQ IDENTIFICATION LETTERS
LOCATION: 150TH AVE & MCDOWELL RD;
MCDOWELL RD & BULLARD AVE. NWC;
MAIN DRIVES INTO PROJECT FROM
MCDOWELL RD, BULLARD AVE., ENCANTO
AND MONTE VISTA,
LOCATIONS TO BE CONFIRMED

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

Material and finish to be derived from final
architectural palette

CONSTRUCTION
Refer to architectural drawings and specifications
for masonry base

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

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



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

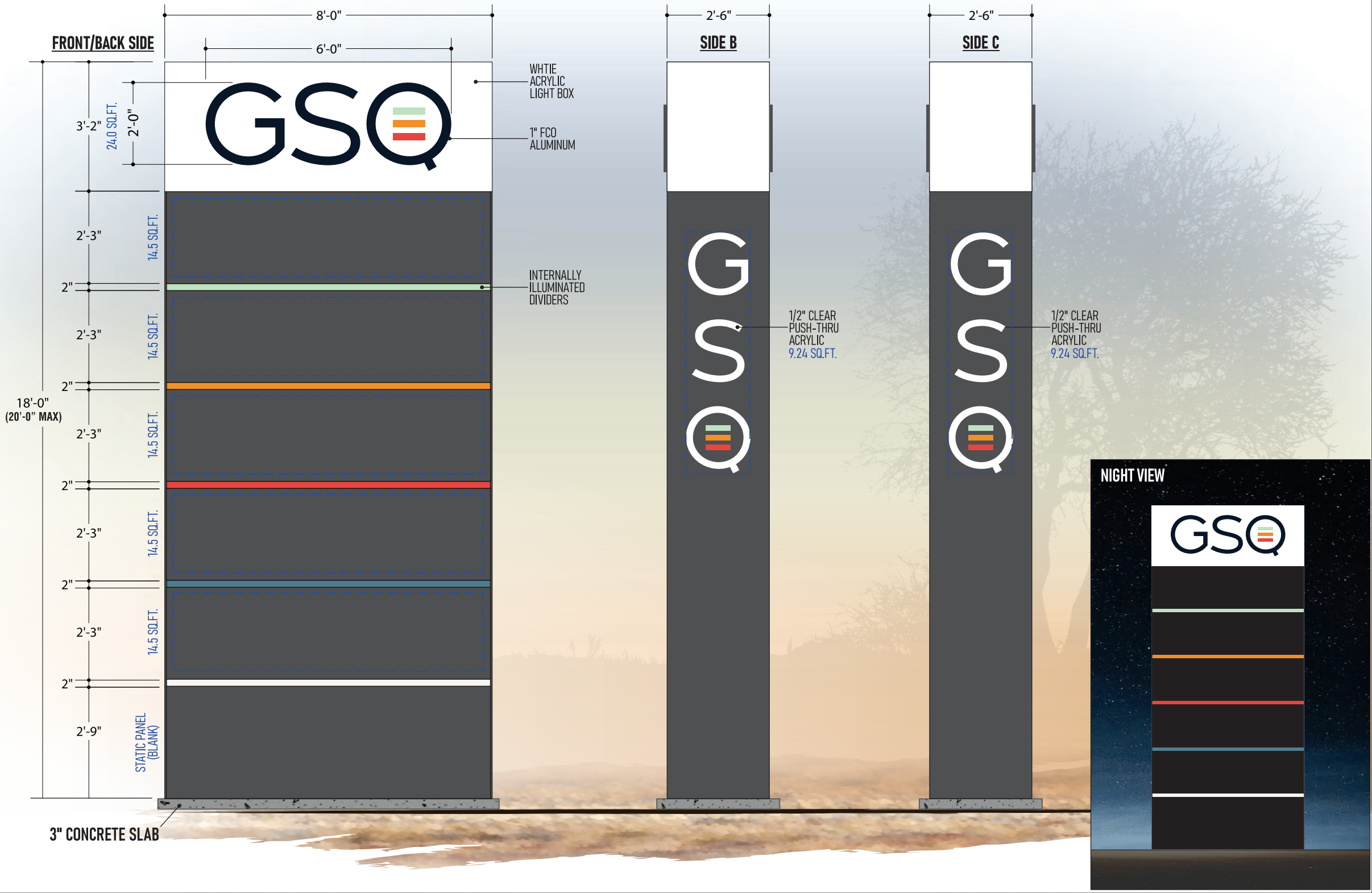
SIDE/SECTION VIEW

SIGN TYPE: C-1

PRIMARY IDENTITY | MULTI-TENANT MONUMENT - DOUBLE SIDED

114.98 SQ.FT TOTAL

24 SQ.FT. - HEADER
72.5 SQ.FT. - TENANTS
18.48 SQ.FT. - SIDE LOGOS



SIGN TYPE: C-1
PRIMARY IDENTITY | TENANT MONUMENT
LOCATION: ALONG PERIMETER ROADWAYS

Aluminum Construction Monument Sign

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

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

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

ILLUMINATION:
Internal white LED with in sign ballast

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

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

Any customer occupying 30,000 square feet or more may combine two tenant panels equaling no greater than 29 square feet and may modify/remove the two (2) inch internally illuminated divider.

C-1 : PRIMARY IDENTITY | TENANT MONUMENT

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

SIDE/SECTION VIEW

SIGN TYPE: **C-2**
SECONDARY IDENTITY | TENANT MONUMENT - SINGLED SIDED

SIGN TYPE: **C-2**
SECONDARY IDENTITY | TENANT
MONUMENT
LOCATION: AT MAIN DRIVE ENTRIES
INTERNAL TO PROJECT SITE
Aluminum Construction Monument Sign

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

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

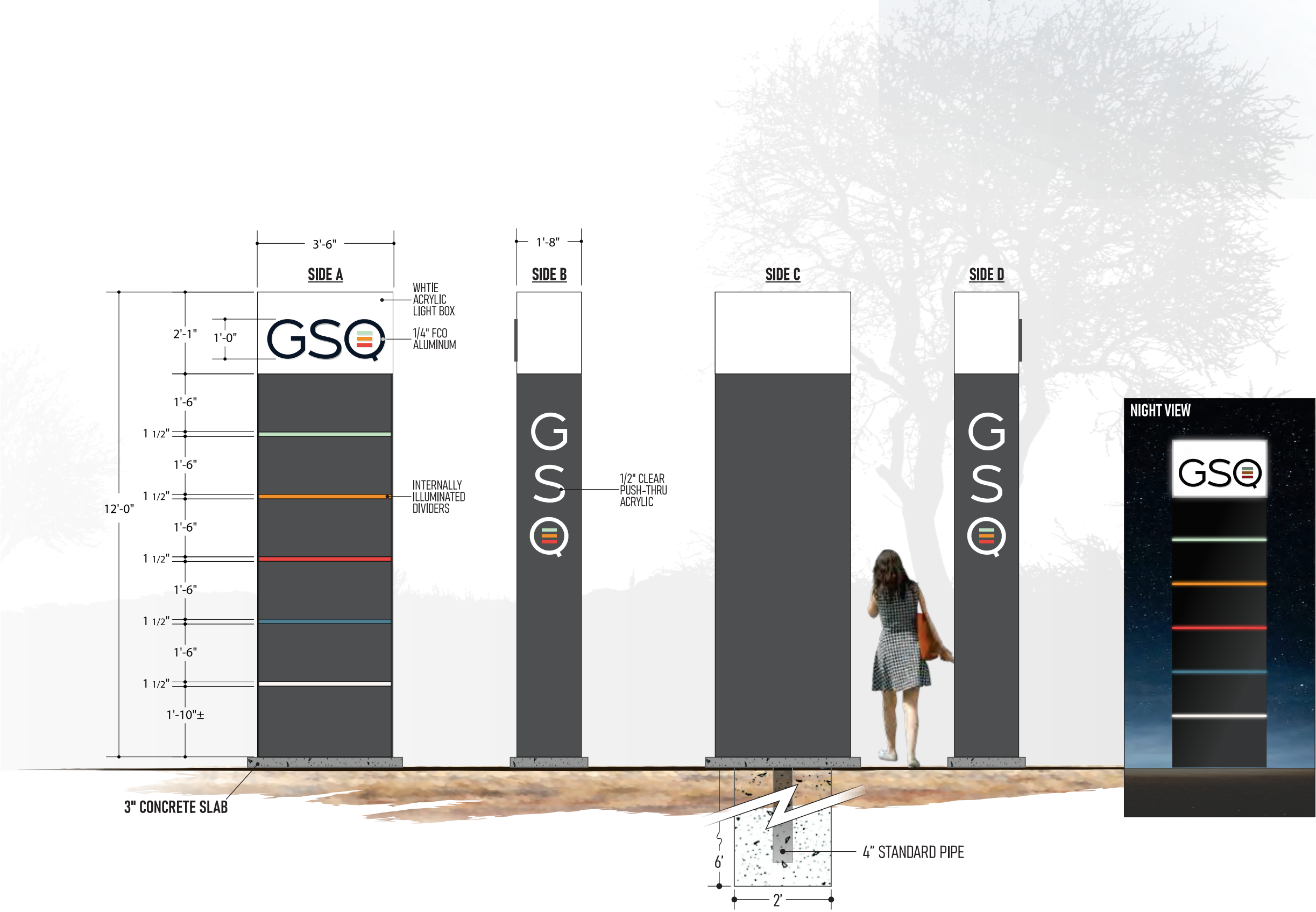
REVEALS:
White Acrylic Push-thru (push-thru sits flush to
panel faces)
- Translucent vinyl overlay (printed or 3M series
3630 - to be determined)

ILLUMINATION:
Internal white LED with in sign ballast

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

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

Any customer occupying 30,000 square feet
or more may combine two tenant panels
equaling no greater than 29 square feet and
may modify/remove the two (2) inch
internally illuminated divider.



C-2: SECONDARY IDENTITY | TENANT MONUMENT
Scale: 3/8"=1'-0"

SIDE/SECTION VIEW

SIGN TYPE: **D-1**
SIGN TYPE: **D-2**
SITE DIRECTIONALS - VEHICULAR

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

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

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

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

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

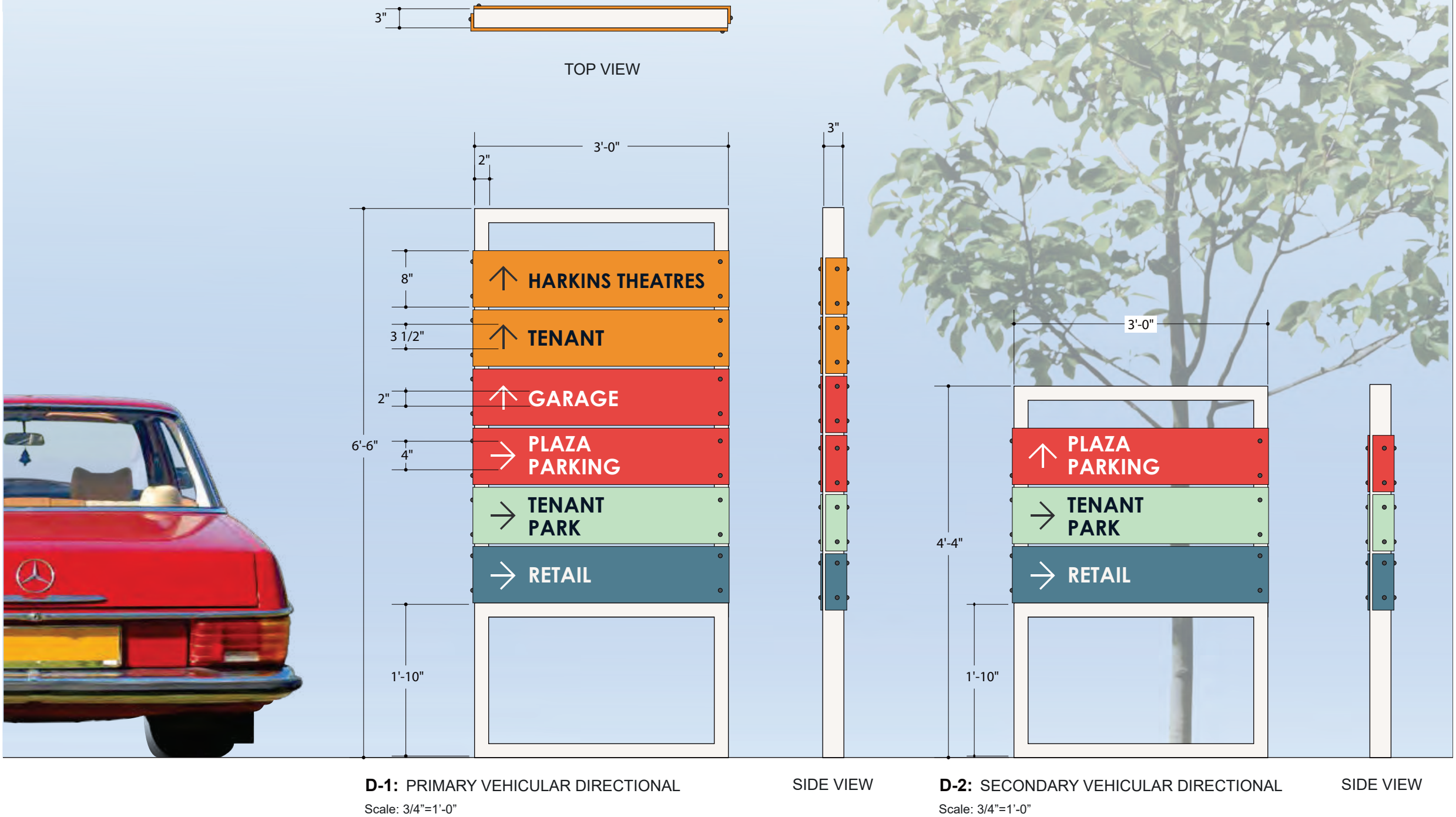
Elevations shown are typical - final messaging dependent on determined destination nomenclature (copy height and layout may change based on messaging)

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

ILLUMINATION
Signs are non-illuminated

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

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



SIGN TYPE: **D-3**
SIGN TYPE: **D-4**
SITE DIRECTIONALS - PEDESTRIAN

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

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

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

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

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

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

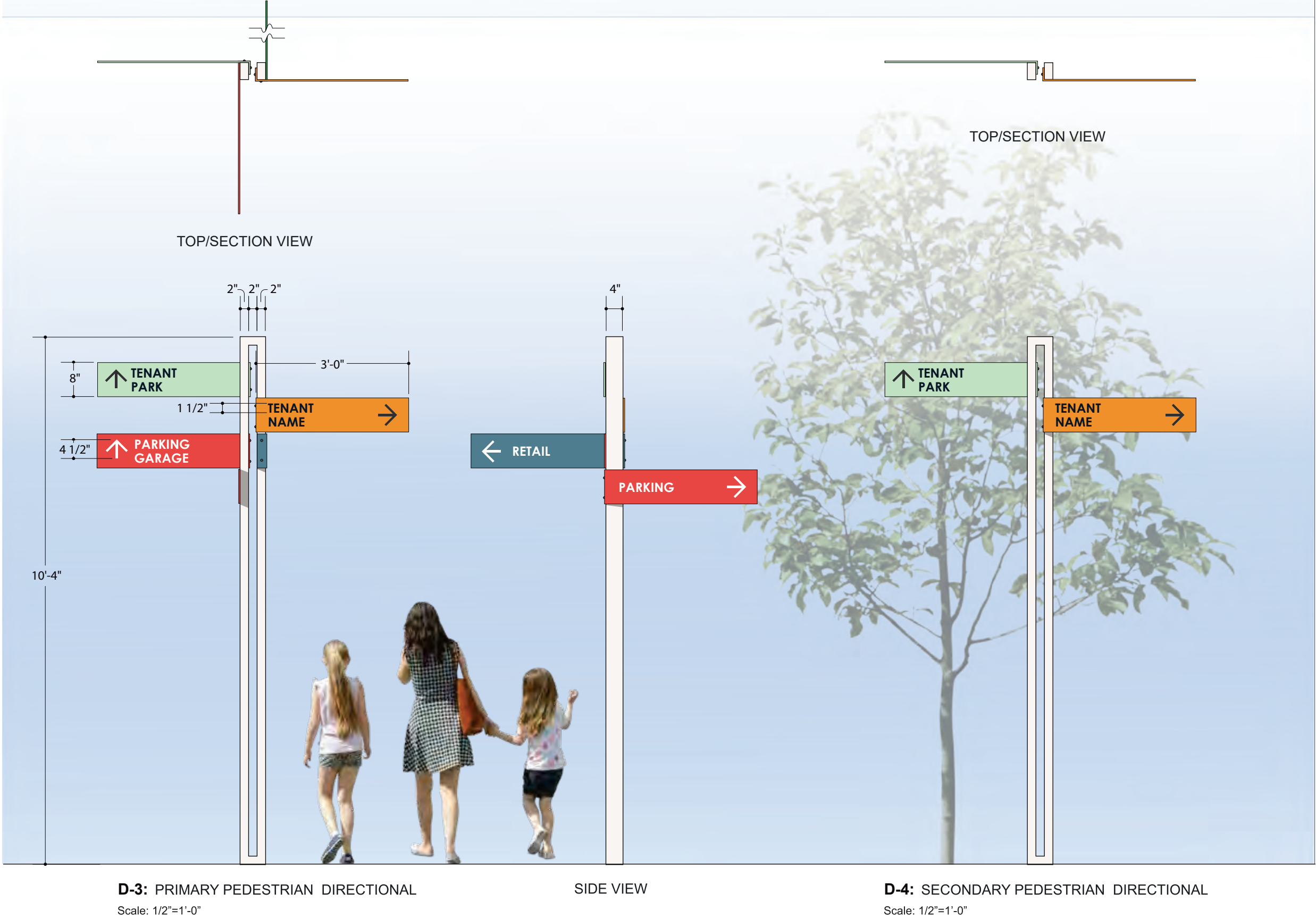
Sign footings/anchoring as required by specific
location and hardscape conditions

ILLUMINATION
Signs are non-illuminated

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

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

City of Goodyear to provide locations for park
area only



D-3: PRIMARY PEDESTRIAN DIRECTIONAL
Scale: 1/2"=1'-0"

SIDE VIEW

D-4: SECONDARY PEDESTRIAN DIRECTIONAL
Scale: 1/2"=1'-0"

SIGN TYPE: **D-5**
SITE DIRECTORY



LIGHT BOX EXAMPLE - NIGHT VIEW

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

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

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

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

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

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

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

ILLUMINATION
Internally illuminated (LED)

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



D-5: SITE DIRECTORY
Scale: 3/4"=1'-0"

FRONT VIEW

SIDE VIEW (BOTH)

REAR VIEW



LIGHT BOX EXAMPLE - NIGHT VIEW

SIGN TYPE: D-6
SIGN TYPE: D-7
OFFICE BUILDING DIRECTORY

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

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

CONSTRUCTION
Seamless light box identification cabinet at top
with 1/4 inch deep flat cut-out (FCO) metal/plex
identification flush mounted to face

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

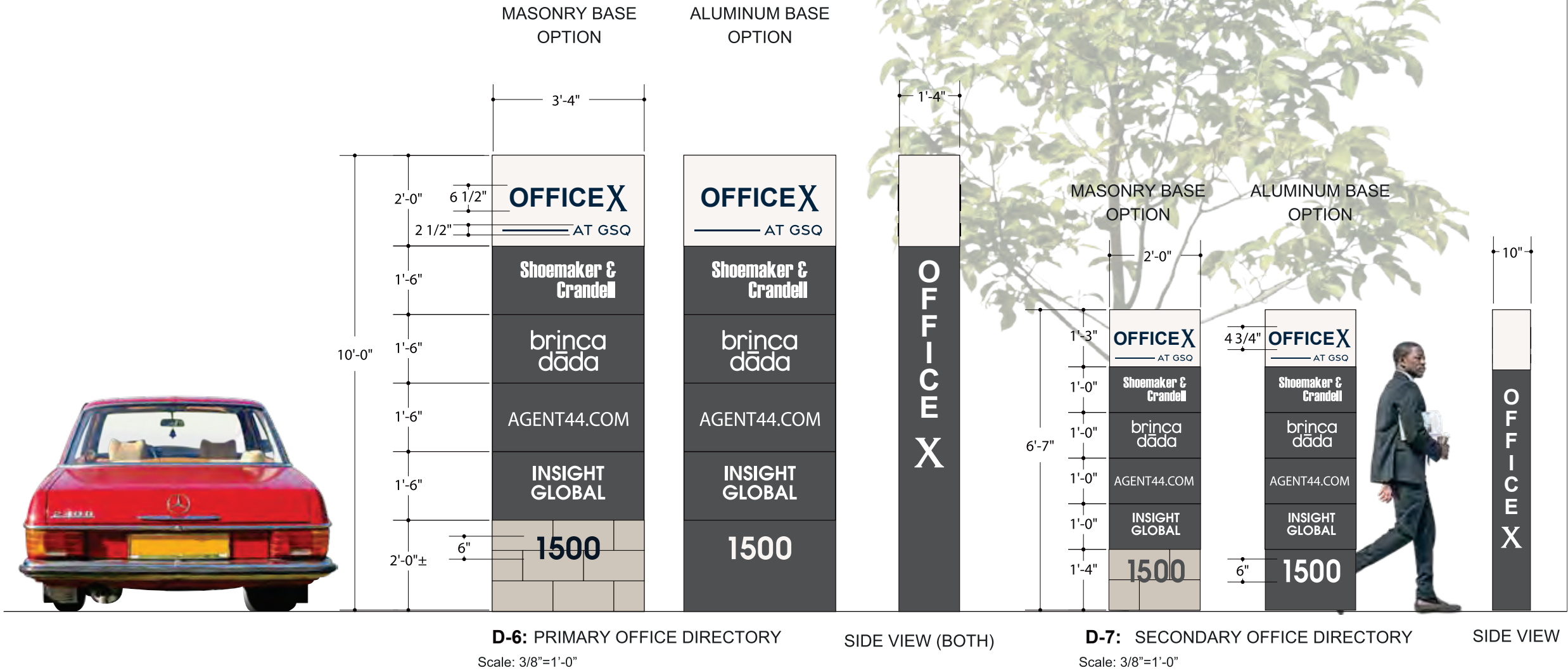
Routed aluminum side panels with 1/4 inch
push-thru white plex vertically oriented

Sign footing as required through engineering

ILLUMINATION
Internally illuminated (LED)

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

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



BUILDING SIGNAGE MATRIX - SUB AREA 1A

Theater (Existing)	Wall mounted	Tenant Identification	All elevations that offer readability	96" Letter/logo front primary elevation	1 50 s.f./Linear Foot of building street frontage or elevation upon which signage is placed. 600 s.f. maximum per primary elevation. 400 s.f. maximum per secondary elevations.	Interior, Backlit or a combination thereof.	Aluminum, Acrylic, Painted Metal, Flexface material
Anchor Tenants Occupancy of greater than 50,000 s.f.	Wall Mounted Signs	Tenant Identification	All elevations that offer readability	96" letter/logo front elevation maximum letter height	1 50 s.f./Linear Foot of building street frontage or elevation upon which signage is placed (Typical). 600 s f maximum per elevation.	Interior, Backlit or a combination thereof.	Aluminum, Acrylic, Painted Metal, Flexface material
Anchor Major Tenants Occupancy with exterior public access visibility	Wall Mounted Signs	Tenant Identification	All elevations that offer readability	60" letter/logo front elevation maximum letter height.	1 50 s.f./Linear Foot of building street frontage or elevation upon which signage is placed (Typical). 400 s.f. maximum aggregate.	Interior, Backlit or a combination thereof.	Aluminum, Acrylic, Painted Metal, Flexface material
Major Tenant Occupancy of greater than 50,000 s.f. (freestanding)	Wall Mounted Signs	Tenant Identification	All elevations that offer readability	72" letter/logo front elevation maximum letter height Rear and side elevation 48" maximum letter height	1 50 s.f./Linear Foot of building street frontage or elevation upon which signage is placed (Typical). 400 s.f. maximum aggregate.	Interior, Backlit or a combination thereof.	Aluminum, Acrylic, Painted Metal, Flexface material
Mini-Major Tenant with occupancy greater than 10,000 s,f, but less than 50,000 s,f,	Wall Mounted Signs	Tenant Identification	All elevations that offer readability	60" front elevation maximum letter height. Rear elevation 48" maximum letter height	1 50 s.f./Linear Foot of building street frontage or elevation upon which signage is placed (Typical). 300 s.f. maximum aggregate.	Interior, Backlit or a combination thereof.	Aluminum, Acrylic, Painted Metal, Flexface material.

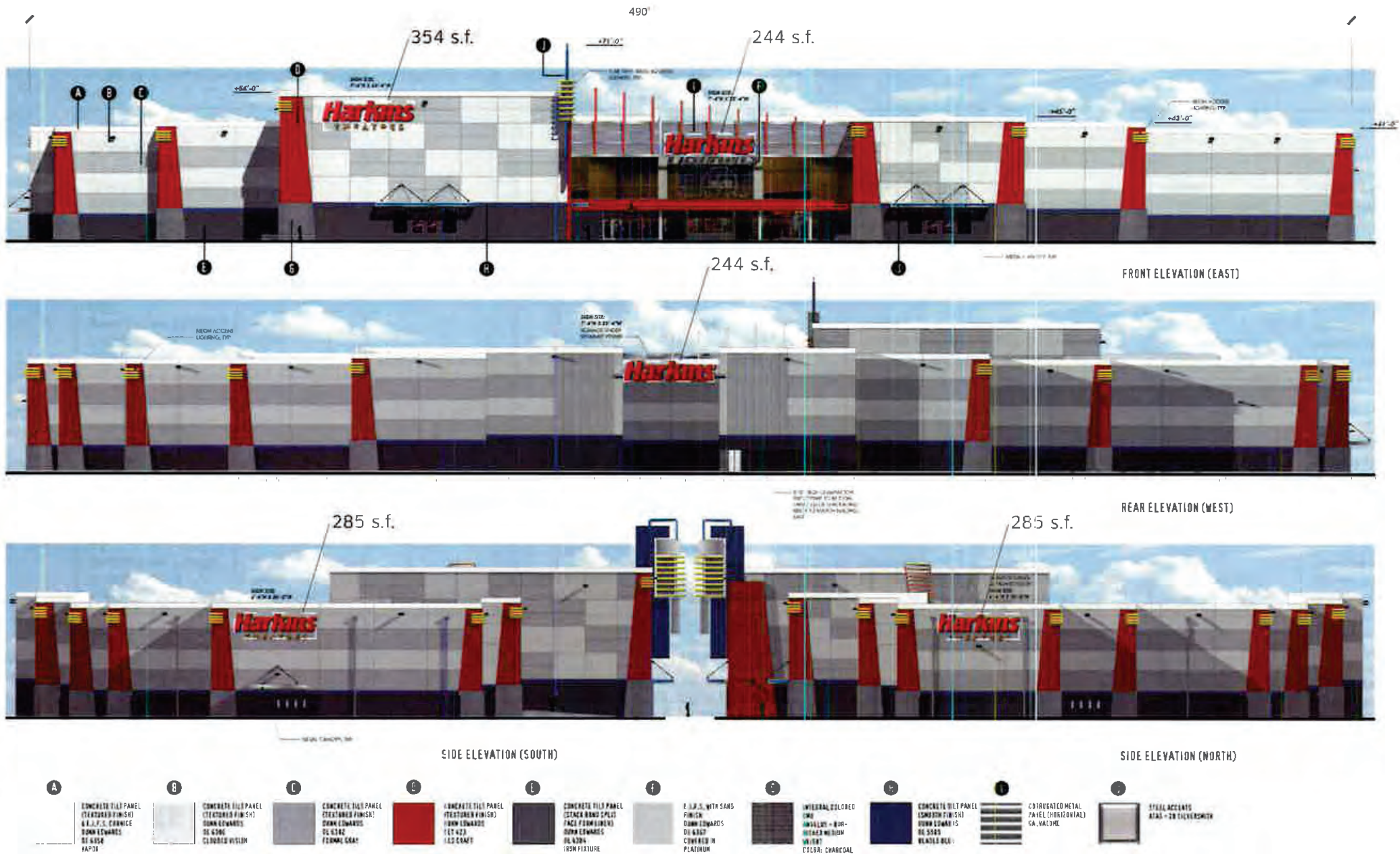
- Sign area may be increased by up to twenty-five (25%) percent to accommodate national corporate identification programs
- Signage place on wall surfaces not visible beyond perimeter property boundaries around Encanto, Bullard and McDowell may be exempt from sign area and placement restrictions regulated by sign ordinance and this Comprehensive Sign Plan.
- General Project Graphic Requirements are **attached** as Appendix A. In the event of a conflict between the body of this sign plan and Appendix A, the provision contained in the body of the sign plan shall prevail.
- Signage within GSQ Sign Core (inward facing) can include vibrant, audible signs, 3D, animation, LED video boards, etc. The core area is defined as Land Area C per the GSQ Regional Center Zoning.

WALL & SITE SIGN MATRIX - SUB AREA 1A & 1B

Wall Signs	Tenant Identification	Wall surfaces and architectural features designed to accommodate signage	Wall surfaces and architectural features designed to accommodate signage	36" tall maximum letter height within building silhouette	2.0 s.f. / L.F. of building street frontage, 1.0 s.f. / L.F. of other walls upon which signage is placed	Interior, Backlit, or a combination thereof	Aluminum, Acrylic, Painted Metal, Flexface materials
Menu Signs	Menu display and pricing	Drive Thru	Drive Thru	Per City of Goodyear sign ordinance	Per City of Goodyear sign ordinance	Interior and Ground Illumination	Aluminum, Acrylic, Painted Metal, Flexface materials
Traffic Directionals	Vehicular	Driveways and drive thru as required	Driveways and drive thru as required	Per City of Goodyear sign ordinance	Per City of Goodyear sign ordinance	Interior and Ground Illumination	Aluminum, Acrylic, Painted Metal, Flexface materials
ATM	ATM	Wall or Freestanding	Wall or Freestanding	Per City of Goodyear sign ordinance	Per City of Goodyear sign ordinance	Interior and Ground Illumination	Aluminum, Acrylic, Painted Metal, Flexface materials
Sign F2 For Sale / Leasing	Temporary	Out lots for sale/leasing/coming soon signs	1 per street frontageplus one additional per every 200 LF of street frontage within the same parcels	Twelve feet (12') tall	64 s.f. maximum	None	Wood, metal, vinyl, paint

- Sign area may be increased by up to twenty-five (25%) percent to accommodate national corporate identification programs
- Signage place on wall surfaces not visible beyond perimeter property boundaries around Encanto, Bullard and McDowell may be exempt from sign area and placement restrictions regulated by sign ordinance and this Comprehensive Sign Plan.
- General Project Graphic Requirements are **attached** as Appendix A. In the event of a conflict between the body of this sign plan and Appendix A, the provision contained in the body of the sign plan shall prevail.
- Signage within GSQ Sign Core (inward facing) can include vibrant, audible signs, 3D, animation, LED video boards, etc. The core area is defined as Land Area C per the GSQ Regional Center Zoning.

EXISTING



SIGNAGE DEFINITIONS

The following definitions are used throughout the comprehensive signage plan and are exclusive to this document.

Aggregate Sign Area

The total area of all permitted signs pertaining to any one Tenant, which includes Street-front signage, arcade and window signage/graphics

Arcade/Shingle Signs

Under pedestrian arcade or canopy area, oriented perpendicular to the walkway to identify Tenants storefront entry. Can be suspended or flag mounted.

Architectural Frontage

The portion of the building frontage of the leased space which has been delineated through use of reveals, patterning, materials, finishes, column breaks, etc., that creates a special area for signage.

Architectural Awnings

Elements which are constructed of permanent type of materials and are an integral part of the building elevation design.

Building Leased Frontage

The overall lineal foot frontage of a leased space.

Cabinet (Typical)

Acrylic, Plexiglas, or plastic-faced panels with surface or second-surface applied or painted graphics, internally backlit in a square or rectangular box construction.

Custom Cabinet

Cabinet designed and fabricated in multiple planes, colors, finishes and unique shapes and forms. Typically with dimensional illuminated letters and opaque backgrounds. Cabinets must be designed and fabricated with a minimum of three (3) signage/graphic levels with opaque face planes of contrasting colors, textures or material from one another to create depth and dimension. Unless as part of a nationally registered and/or trademarked logo, rectangular shaped "cabinets" are strictly prohibited

Graphics

Lettering, symbols, and logos used for name identification (primary identification), and for identification of product and services (secondary identification or modifiers).

In-line - stores that share common walls within shopping center with a common and connected pedestrian arcade along entrances

Permitted Signage:

Signage within GSQ Sign Core (inward facing) can include vibrant, audible signs, 3D, animation, LED video boards, etc.

Sign Area

The aggregate area of all the smallest rectangle(s) that encloses all the elements of a sign's lettering and logo. Vertical space between lines of graphics and text are exempt

Sign Envelope

The overall height and length allowances of sign area designated for Tenant sign placement on a building elevation. Proportioned as 75% of the vertical height and 80% of the horizontal width of the architectural surface it is placed on.

Street Front Signage

Signage installed parallel to the building fascia, typically located along the front of the building on a parapet, fascia or building wall intended for the viewing of vehicular traffic

Storefront Signage & Graphics - Permanent

Signage located along the storefront portion, oriented to the pedestrian. This includes the transparent portion of storefront (windows) and/or solid wall areas used for merchandise display and permanent graphics, awnings, tenant suite number, logo and name identification, secondary name modifiers, hours of operation, services or name brand marketing, menu cabinets, etc.

Storefront Signage & Graphics - Temporary

Any sign, banner, pennant, balloon or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other like material with or without frames.

GENERAL REQUIREMENTS

These criteria have been established for the purpose of maintaining a continuity of quality and aesthetics throughout all retail areas within Estrella Falls for the mutual benefit of all tenants and to comply with the approved Master Sign Package for the development, regulations

of the City of Goodyear Sign Ordinance, building and electrical codes of any governmental authority having jurisdiction.

Conformance will be strictly enforced, and any non-compliant signs installed by a tenant shall be brought into conformance at the sole cost and expense of the tenant. These criteria are subject to final approval by the City of Goodyear as part of a Master Sign Package submittal. If a conflict is found to exist between these criteria and final criteria approved by the City of Goodyear, the latter date shall prevail

I. Submittal Requirements

All signage proposed by future tenants and parcel facilities shall be required to be included with architectural submittals made to the Developer/Landlord and the Developer/Landlord's representative.

Submittal shall include four (4) hard copies and one PDF to Developer/Landlord upon request of scaled color elevations for all building signage and freestanding signs showing the size of lettering size of sign, construction and installation details, color schemes, materials and finishes, and placement locations of signage in relation to each elevation. Approval or disapproval of sign submitted based on aesthetics or design shall remain the sole right of Landlord or his representative

The representatives appointed by and/or the Developer/Landlord himself, shall review the drawings of the proposed signage and return marked "Approved", "Approved as Noted", or "Revise and Resubmit"

- "Approved" drawings will permit the tenant to proceed with permitting and sign fabrication and installation in accordance with the drawings.
- "Approved as Noted" drawings will permit the tenant to proceed with permitting and sign fabrication and installation, provided the modifications noted are incorporated into the design.
- "Revise and Resubmit" drawings will be returned to the tenant with comments. These drawings shall be revised and resubmitted for Developer/Landlord approval within forty-five (45) days of their return to tenant

II. Compliance Procedures

- A copy of the Developer/Landlord’s approval of a sign shall be submitted to the City with all requests for sign permits.
- Tenant and his/her contractor shall secure all necessary City of Goodyear sign permits or variances prior to fabrication and installation of signage.
- The Developer/Landlord reserves the right to disapprove any sign which deteriorates or is damaged after installation for any reason. If the Developer/Landlord so informs the Tenant of such disapproval, the Tenant will promptly repair or remove such sign. The Tenant must show proof that the damaged sign is in the process of repair/replacement within 30 days of notice received by Landlord or the representative.
- The Tenant is responsible for providing concealed electrical power to the location of the sign, as well as time clocks at their breaker boxes. Signs will go on and off at the time schedule designated by the Developer/Landlord and Project Manager. Tenant is responsible for verifying all conduit and transformer locations and service prior to fabrication.
- In no case is the Tenant or his/her contractor to penetrate the roof of the building for any reason, Access shall be approved by the Developer/Landlord.
- All required penetrations for the designated area for signage shall be neatly sealed in a watertight condition.
- Building signs shall be attached in designated area “signage envelopes” only and the area may not exceed 80% of the leased storefront.
- The entire installation, maintenance and operating costs shall be at the expense of the Tenant.
- No typical “Cabinet” signs will be permitted unless used to illustrate a registered trademark or logo or is part of a national or regional branding campaign. All logo cabinets must be approved by Landlord. No exposed raceways allowed.
- Freestanding signs will not be permitted except as already approved by this plan.

- Projecting, flag mounted or sign perpendicular to the exterior elevation of the storefront shall be permitted, with the exception of under-canopy applications provided for by this plan.
- All electrical signs and their installation must comply with local building and electrical codes.
- No exposed conduit, tubing or transformers will be permitted.
- All conductors transformers and other equipment shall be concealed.
- The copy content of the Tenant’s signage shall not include the product sold, except as a part of the Tenant’s trade name.
- Tenant shall be liable for the operation of their sign contractor.
- Tenant's sign contractors shall repair any damage caused by the said contractor's work.
- Upon termination of the lease, Tenant shall remove his/her sign and return the sign wall surface to its original condition, repairing all penetrations in a water-tight fashion and repaint to match adjacent surfaces.
- No labels shall be permitted on the exposed surface of the signs, except those required by local ordinance. Required labels to be placed in an inconspicuous location.
- All window graphics and displays must be presented in a clearly illustrated manner and shall be subject to approval prior to fabrication.
- **Installation:** Electrical connections shall be concealed to remote and/or self contained transformers. All signage shall be installed in compliance to the City of Goodyear electrical code and UL2161/UL48 specifications.

III. General Construction Requirements

- All exterior signs shall be secured by concealed fasteners, stainless steel, or nickel or cadmium plated.
- All signs shall be fabricated using full welded construction or similar method to conceal light leaks.
- All penetrations of the building structure for sign installation shall be neatly sealed in a water tight condition.
- No labels or identifications shall be permitted on the exposed surface of signs except those required by local ordinance, which shall be applied in an inconspicuous location.
- Tenant shall be fully responsible for the operations of Tenant's sign contractor. Shall indemnify, defend and hold Developer harmless for, from and against damages or liabilities on account thereof.

IV. Sign Design Criteria

Tenant building mounted identification signs shall be individual illuminated letters and logos that may include pan channel metal letters with acrylic faces, reverse pan channel "halo" illuminated letters, 3Dimensional cabinets, or any combination thereof.

The letters are to be mounted onto the building fascia or sign area as designated by landlord. Any sign installation found to be non-compliant shall be repaired immediately at the Tenant’s sole expense.

Letter Style or Logo Restrictions:

Copy and/or logos utilized shall be per the Tenants choice or corporate logo/trademark or service mark, subject to the approval of Developer and/or Developer’s agents and the City of Goodyear.

All national retailers shall be permitted to utilize their standard corporate identification programs subject to sign area limitations contained in the approved Comprehensive Sign Plan wall signage matrix.

No tenant signage will be allowed to be dominated by the service/or product it provides, nor be the "tenant identification".

NAIL SALON

Bold and blocky sans serif as service ID only - not allowed

The Art of Nails
NAIL SALON

Sans serif font used with a name and style - allowed

The Art of Nails
NAIL SALON

SALLEY HANSON • LOREAL • LANCOME

Sign Area Calculation

See matrix for individual sizes and restrictions.

A sign mounted on a delineated background panel or area distinctively painted, textured or constructed that integrates with the signage and/or is colored from the tenants corporate standards colors shall be counted as part of the signage area.



Ornamental features such as metal trim, neon tubing, and sculptural shapes shall be excluded from the maximum letter height limitation.

Individual letters and/or graphics installed against a wall or fascia of a building, screen wall or other structure that has not been painted, textured or otherwise altered to provide a distinctive, customized area to an individual tenant background, shall be measured as 90% of the sum of the smallest rectangle that will enclose all letters and logos.

Calculation of sign area shall be the area within the smallest rectangle(s) to enclose all elements of the graphics.

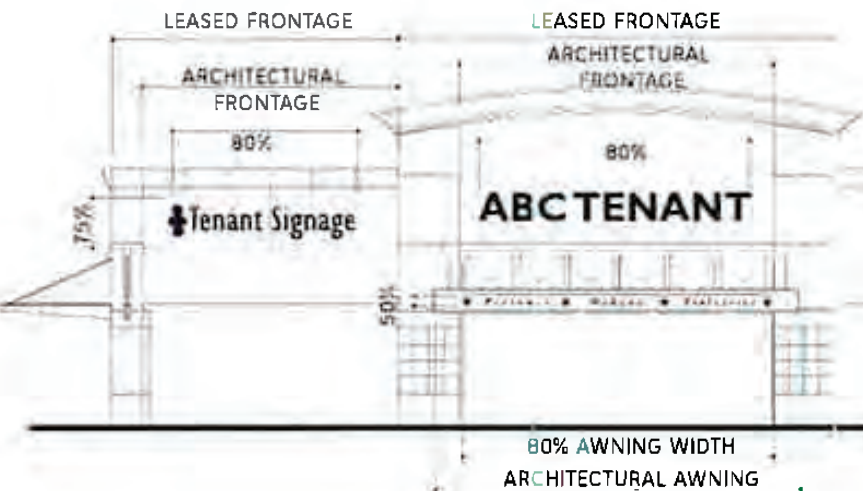


A minimum of 1/2 the letter height line spacing shall be used between all multiple lines of signage layouts.



Height and Length Calculation

In no event shall any sign exceed seventy-five (75%) percent of the building elevation and/or wall surface upon which it is placed. The available surface area of the architectural sign area shall regulate sign length not to exceed eighty (80%) horizontal width.



SIGNAGE GUIDELINES

Reverse Pan / Pan Channel Letter/Logo Construction:

- Individual pan channel letters and logos must be constructed of minimum of 0.050 aluminum returns,
- Pan channel letter faces must be a minimum 3/16” Plexiglas, acrylic or lexan.
- Reverse pan channel letter faces must be a minimum of 1/8" thick.
- No “channelume” “Letteredge” or similar material will be allowed. Exposed conduits, fasteners, tubing or transformers will not be permitted. All cabinets, inductors, transformers or other equipment will be concealed in a water tight condition.
- Self-contained letter construction is allowed for major tenants with a maximum 12" deep.

Custom Cabinet Design:

These custom cabinets utilize a multiple layered design with a mix of opaque, translucent backgrounds and various types of lettering and internal illumination built around a single unit.

- Cabinets must be designed and fabricated with a minimum of three (3) signage/graphic levels, each a minimum of 1" deep.
- Cabinet face planes must be opaque with contrasting color, texture or material from one another to create depth and dimension.
- Unless as part of a nationally registered and/or trademarked logo, rectangular shaped “cabinets” are strictly prohibited.
- Main identification letters (primary name) shall be dimensional reverse pan or pan channel with a minimum 1" thick dimension.
- Secondary copy, which is less than 5" in height and/or background graphics, may be routed from the face with either backup or push-through acrylic. This does not count as a layer since the depth does not meet the 1" minimum depth.

- Exposed neon shall be raised off the face of the sign can be used and will be considered a different level, but will be limited to a maximum of ten percent (10%) of the overall sign square footage.
- All custom cabinets may be installed up to 1-1/2" off face of building to provide for halo illumination.
- Custom cabinets shall be internally illuminated and should be halo illuminated to provide definition of the outer edge of the cabinet.
- Creative designs and forms are encouraged.

Colors:

- Retainers for Pan channel letters must match letter face color.
- Colors are per Tenant’s corporate standards with the exception that no fluorescent colors will be allowed. Retainers for pan channels must match letter face color. For National Tenants, returns and retainers may be per corporate standards.
- All bolts, fasteners, clips, etc., shall be painted out to match the sign mounting surface.

Illumination:

Tenant building signage may be internally illuminated, halo to create a silhouette, exposed neon and/or a combination of lighting methods mentioned herein.

For specially approved non-internally illuminated applications, supplemental lighting must be provided for appropriate signage recognition. The supplemental lighting must be incorporated into the facade or wall design either as a concealed feature, design element, or architecturally approved light bar (i.e. decorative accent fixtures, pin down lights, goose-necks, architectural finished cabinets, etc., (see below).

Lighting source may include fluorescents or LED's and various forms and shapes. Specific lighting components are not strictly specified. Designs shall be approved by the owner.

The use of LED's is highly encouraged for energy economics and good "green" building practices. If LED's are used, the color of diodes should be closely considered in their design application to ensure color and light metrics provide the best use of materials and resources.

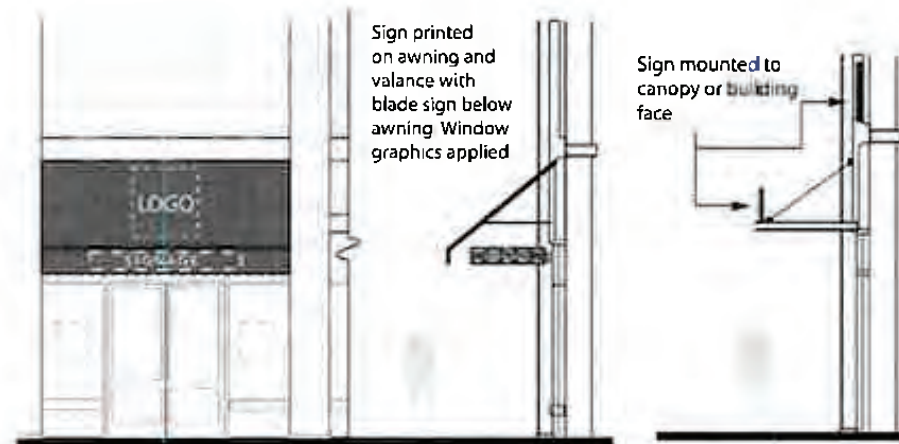
Awnings and Canopies:

Both types may have signage mounted parallel and perpendicular with the building frontage.

Awning signs are typically considered to be a non-rigid surface over steel or aluminum structure, suspended of the building fascia, over windows and doors.

Signs can be painted, silk-screened, custom stitching, incorporate three-dimensional elements and lettering on a perpendicular end or on a valance.

Fabric surface mounted awnings may only be indirectly illuminated. No interior up-lighting will be allowed.



Canopies are typically rigid structures, project horizontally over longer distances of pedestrian walkways or promenades, or can be smaller and located at a primary entrance.

With Developer/Landlord approval, signs may be hanging, surface mounted, top mounted or projecting letters off all rigid components of the structure.

Multi-dimensional designs through layering or a graphic designed illusion is encouraged.

Dimensional or individual illuminated letters applied to structural elements may be internal or back lit illuminated and appropriate to the design.

Visible raceways are not permitted unless architecturally integral to the canopy.

Projecting Signs

Blade/Flag Mounted

Signs that come off the building surface more than 18" typically oriented perpendicular to the building face, but can be parallel to the building surface based on design. Projecting signs will be allowed where such application adds to the design environment of the public walkway, is appropriate to the tenants product and accentuates the building's frontage overall appearance.

Marquees

Typically oriented horizontally for the viewer between the first and second floor tenant spaces and acts as a canopy at the front door and usually provides changing product, show or event information on multiple sides. Marquees shall be integrated architecturally and structurally with the building features. Projecting signs are often incorporated into the marquee design for added identification purposes.

Designs shall be integrated into the style of architecture and materials used in the project. Special engineering and structural requirements shall be provided as required for installation. Projecting and marquee designs should be three-dimensional in nature, multiple planes of materials, lettering and illumination options.

Installation

The mounting height of the blade sign can extend higher than the Tenant's leased Storefront provided that the building elevation can accommodate the location and there is no interference with other architectural features.

Projecting signs shall comply with the following:

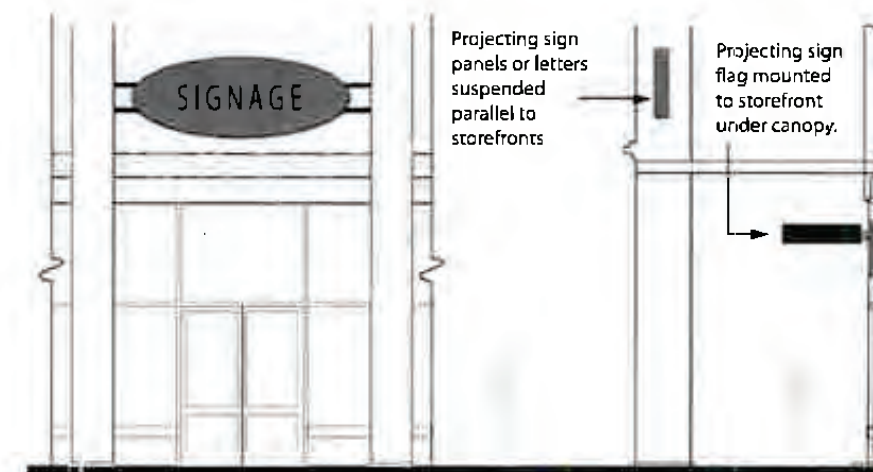
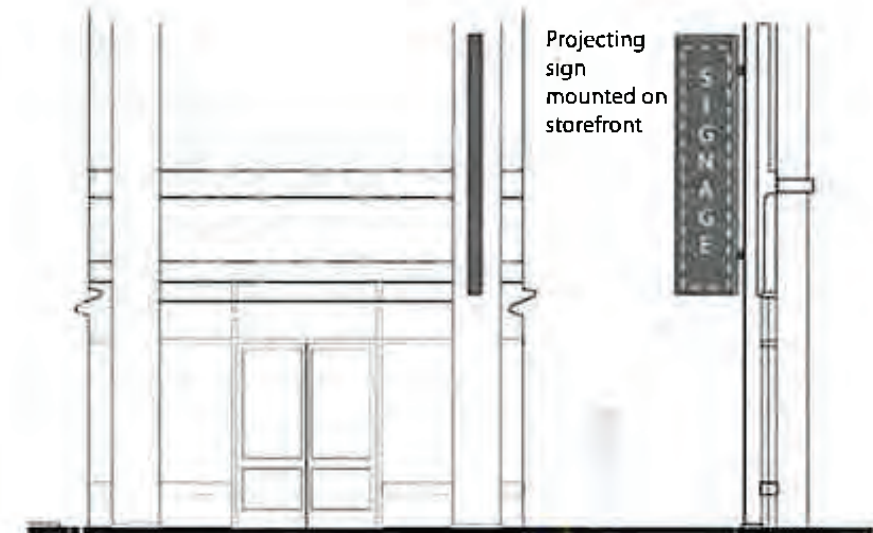
Minimum clearance: 9'-0"

Horizontal projection requirements

Maximum Projection: 8'-0"

Horizontal projection requirements are measured from the tenants lease line or base building frontage. No projection will be permitted to impede the flow of emergency vehicles.

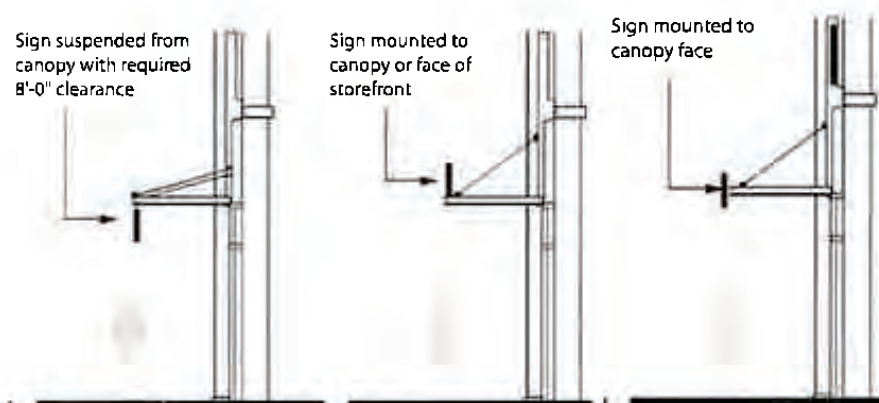
Mounting brackets should be decorative elements and integral to the overall design.



V. Pedestrian Oriented Signage

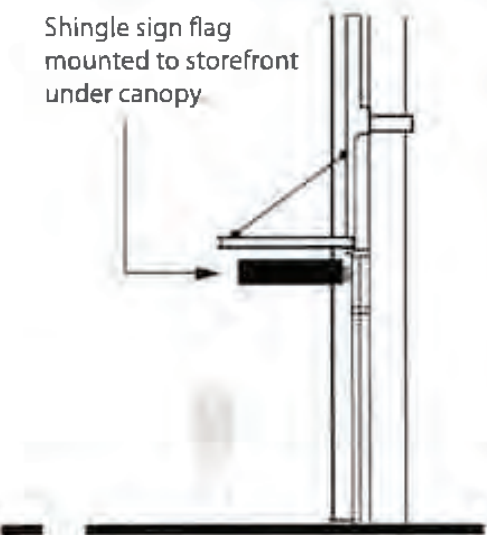
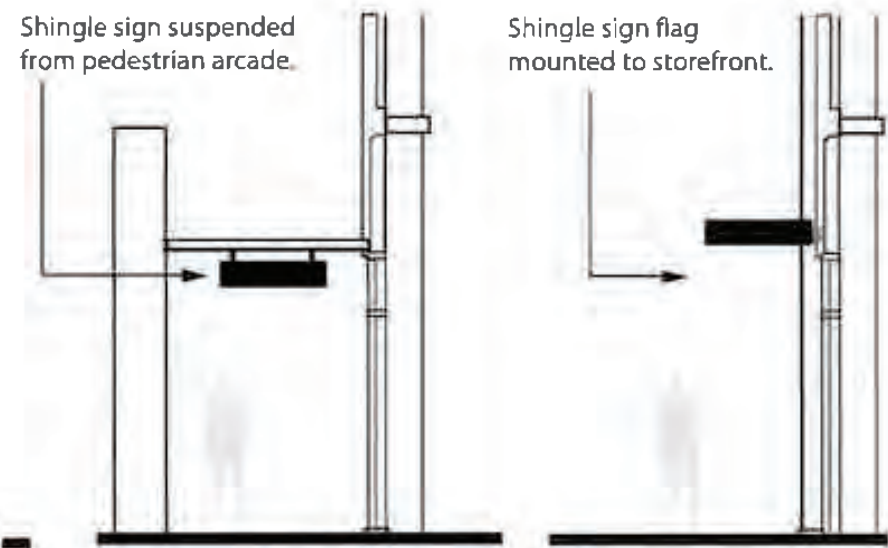
Arcade Sign (In-line Shops)

- In-line tenants may have one arcade sign. Tenants with more than one public entry will be allowed a maximum of two (2) arcade signs only if the entries are on two different elevations.
- Tenants will be allowed to create their own unique three-dimensional panel with their recognized corporate identity and design theme subject to approval of the Owner/Developer. Creative blade signs are required. All signs must conform to eight (8) square feet maximum and need to be submitted and approved by owner prior to installation.



- Blade signs are required to be metal with thickness appropriate to the design. Tenants will be required to use a standard arm or hanging device as designed by the Landlord. Arm and hanging device will be consistent throughout the development and provided by the Developer.
- This signage shall not count against the Tenant's square footage allotment.
- Bottom of Sign - Minimum 10'-0" above finished floor
- Orientation - Perpendicular to storefront

See allowable installation methods and locations below.



Window Graphics

- No more than 25% of each individual window, panel or awning area may have signage/graphics applied to or within 3' behind the window area.
- Storefront graphics aggregate allowances include all temporary signage applications and/or any permanent identification signage.
- All storefront signage and graphic layouts shall be approved in writing by the Owner's representatives for quantity and consistency prior to submittal to the City of Goodyear for permitting approvals.
- Menus for take-out or eat-in restaurants, or in-store services must be within an architecturally integrated enclosed design element and shall not exceed 25% of the window/panel area. These may be internally illuminated.
- Banners, soap and water color hand painted graphics are prohibited.

Suite Identification

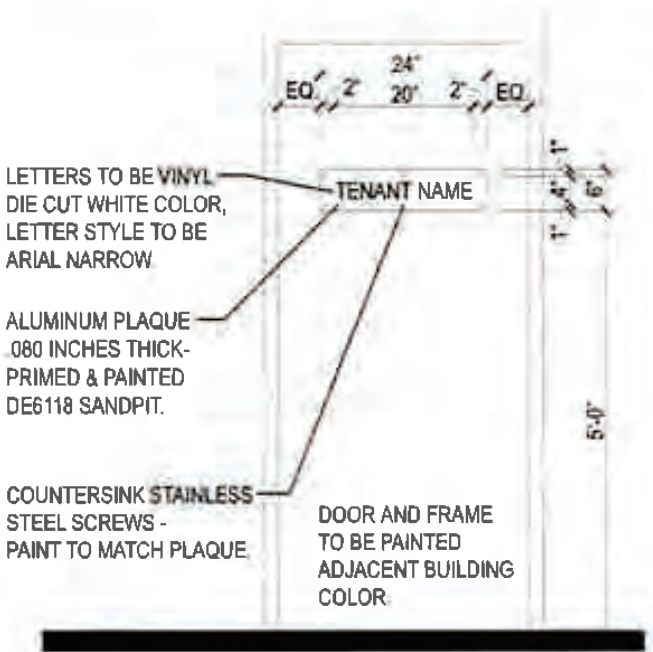
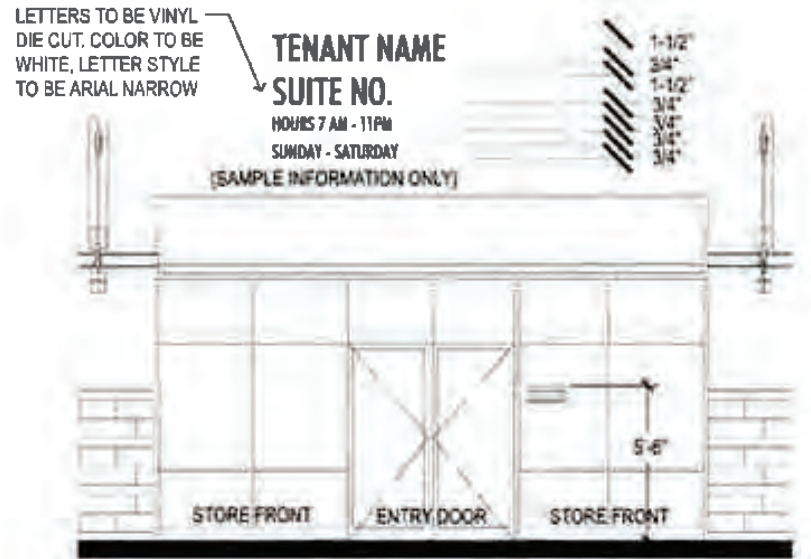
- Suite numbers shall appear directly over each entry, to be applied white vinyl on the exterior of the glass. Six-inch (6") high suite numbers to be displayed in Arial Narrow font.

Hours of Operation

- Hours of operation shall appear adjacent to each entry to be applied vinyl on the exterior of the glass. Layout to be approved by Owner/Developer.

Back Door Signage

- All shops and freestanding buildings with exterior, non-public entrances may have identification signage located at the rear of the building.
- This signage shall be non-illuminated and shall not exceed four (4) square feet in area.



VI. Design Restrictions and Conditions

- Storefront graphics may not be "off the shelf" - prefabricated emulating neon tubing elements or use fluorescent colors.
- No printed, hand lettered, window painted sales promotions will be allowed.
- Printed menus are not allowed to be taped to windows. Menus for take out or eat in restaurants, or in-store services must be within an architecturally integrated, enclosed design element and shall not exceed the 25% of the window/panel area. These may be internally illuminated.
- No continuous "black-out" sheeting will be allowed. Merchandise display areas must be provided of the tenants products/graphics.
- Drive-thru directional signs and menu board frames shall be painted to match the building exterior.
- Ornamental features such as metal trim, neon tubing, and sculptural shapes shall be excluded from the maximum letter height limitation.

VII Temporary Signs

1. Sales or Leasing Signs

F1 - Master Developer Real Estate Development signs for marketing, coming soon, lease information for sub-areas of the project are allowed signage on pre-defined marketing monuments.

Each location is limited to five-hundred (500) s.f., eighteen (18') feet tall.

F2 - Temporary signs advertising the sale or leasing within the center will be allowed. For individual lots/parcels/pads, these signs shall not exceed twelve (12) feet in height and a total of 64 square feet per side in sign area. Minimum of one (1) sign per street front will be allowed. An additional sign will be allowed for each three- hundred (300) feet of frontage.

Content for all temporary signs may include project information, developer and contractor names, phone numbers, electronic and social media tags and addresses, images of proposed development, lifestyle and marketing campaign slogans, etc., but must be presented in a readable and well designed application.

2. Construction Signs

A sign denoting the Architects, Engineers, Contractor and other related subjects will be allowed for initial construction phases only. Said sign will be removed within 10 days after building occupancy. One sign for each separate construction project will be allowed. Each sign shall not exceed eight (8) feet in height and a total of thirty-two (32) square feet per side in sign area.

3. Future Tenant Signs

Signs listing the name of a future major tenant will be allowed until the initial occupancy of the tenant with Developer/Landlord's prior approval in its sole discretion. Said signs shall not exceed ten (10) feet in height and a total of thirty-two (32) square feet in sign area, per side.

Temporary and/or short term tenants (one year or less) or canceled tenancy shall be limited to the signage types of non-wall penetrable installation and illumination methods.

VIII PROHIBITED SIGNS

- No clearance drive-thru bars allowed.
- Awnings may not be back-lit to accentuate the awning.
- Vehicle signs, signs on or affixed to trucks, automobiles, trailers or other vehicles which advertise, identify or provide direction to a use or activity not related to its lawful making of deliveries of sales or merchandise or rendering of services from such vehicles is prohibited. Vehicles making deliveries shall not be parked within the center beyond the time necessary to make such deliveries or for a period longer than one (1) hour without Developer/Landlord approval.
- No signs, advertisements, notices, or other lettering shall be displayed, exhibited, inscribed, painted, or affixed on any part of the buildings visible from outside the premises, except as specifically approved by the owner's representative.
- Tenant shall not hang or display any promotional banners in the common area or on the exterior walls of Tenant's lease space, unless specifically designated as lifestyle graphics in pre-approved areas.
- Signs that are installed without written approval from the owner's representative, or that are inconsistent with approved drawings, are subject to removal and re-installation by the Developer at the Tenant's expense.
- Rude, obscene, offensive, or derogatory signs.
- Placards; posters; playbills; postings; paintings; signs in public rights-of-way; and fixed balloons are not permitted in any location, whether or not visible from outside the premises.
- No sign twirlers, live or automated mannequins.
- No tent signs.
- Change-panel signs are prohibited if visible from perimeter public right of way Encanto, Bullard, and McDowell except at gas stations
- Prohibited signs will be removed at the Committee's discretion. Removed signs may be discarded.

Section 4 -

Zone 4: Goodyear Zoning Ordinance

Sign Standards

Zone 4

- Goodyear Civic Square at Estrella Falls Parcel C/ Parcels 7A and 7B of Goodyear Planned Regional Center (Lot 7)
- District at Civic Square (Parcel 501-69-966E)
- GOODYEAR CIVIC SQUARE PARCEL B PHASE 1

The subject properties shall follow Article 7 (Sign Regulations) of the Zoning Ordinance.







Estrella Falls and GSQ

Comprehensive Sign Package (CSP)





Estrella Falls and GSQ

Comprehensive Sign Package (CSP)

February 2000

- Rezone from AU to Final PAD, Mixed Uses





Estrella Falls and GSQ

Comprehensive Sign Package (CSP)

September 2006

- Council approves the Estrella Falls CSP



Estrella Falls and GSQ

Comprehensive Sign Package (CSP)

September 2006

- Use Permit approved for two freeway pylon signs





Estrella Falls and GSQ

Comprehensive Sign Package (CSP)

April 2016

- Estrella Falls CSP amendment



Estrella Falls and GSQ

Comprehensive Sign Package (CSP)

April 2016

- Use Permit approved for third freeway pylon sign
- One with electronic display





Estrella Falls and GSQ

Comprehensive Sign Package (CSP)

July 2019

- Rezone 104 acres to Goodyear Civic Square (GSQ) at Estrella Falls PAD





Estrella Falls and GSQ

Comprehensive Sign Package (CSP)

July 2021

- Goodyear Civic Square CSP approved
 - Created design standards for GSQ





Estrella Falls and GSQ

Comprehensive Sign Package (CSP)

February 2023

- Rezone 152 acres to GSQ Regional Center PAD





Estrella Falls and GSQ

Comprehensive Sign Package (CSP)

Three Separate PADs

- Goodyear Planned Regional Center
- Goodyear Civic Square
- GSQ Regional Center





Estrella Falls and GSQ

Comprehensive Sign Package (CSP)

Two approved CSPs with varying design themes

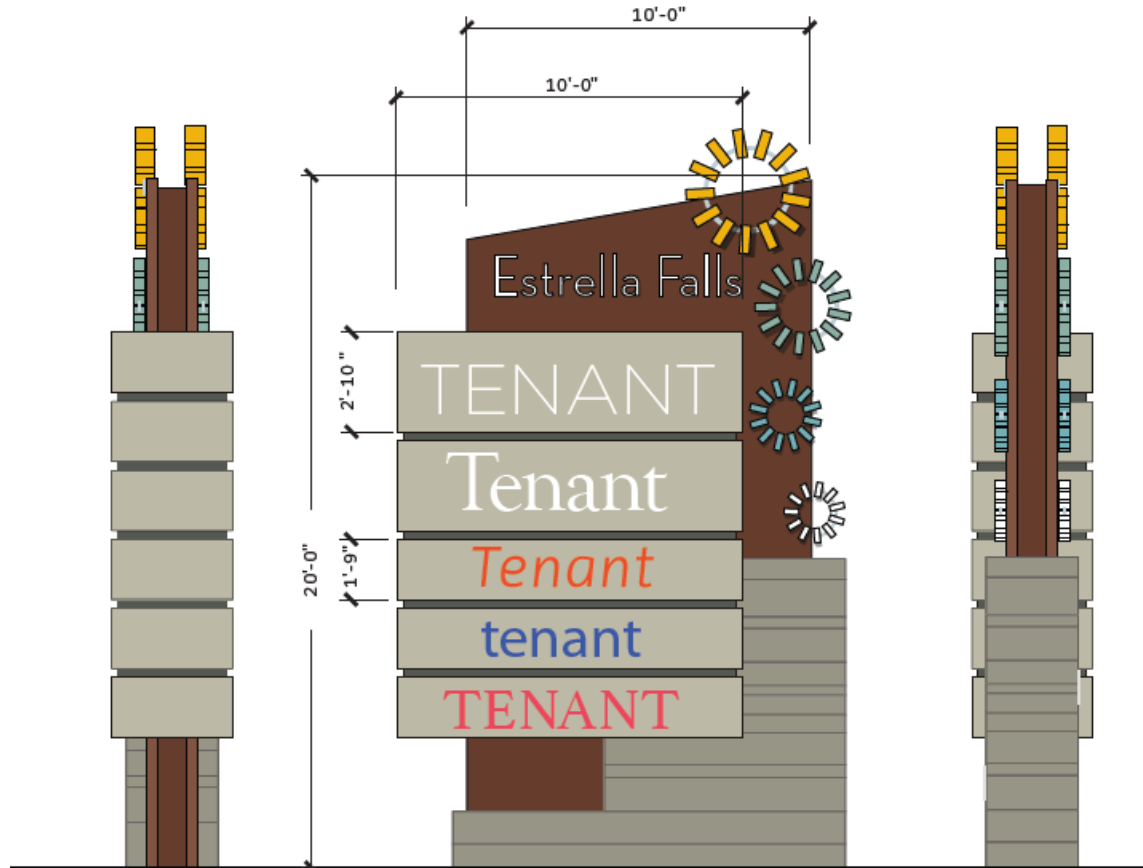
- Estrella Falls CSP
- Goodyear Civic Square (GSQ) CSP



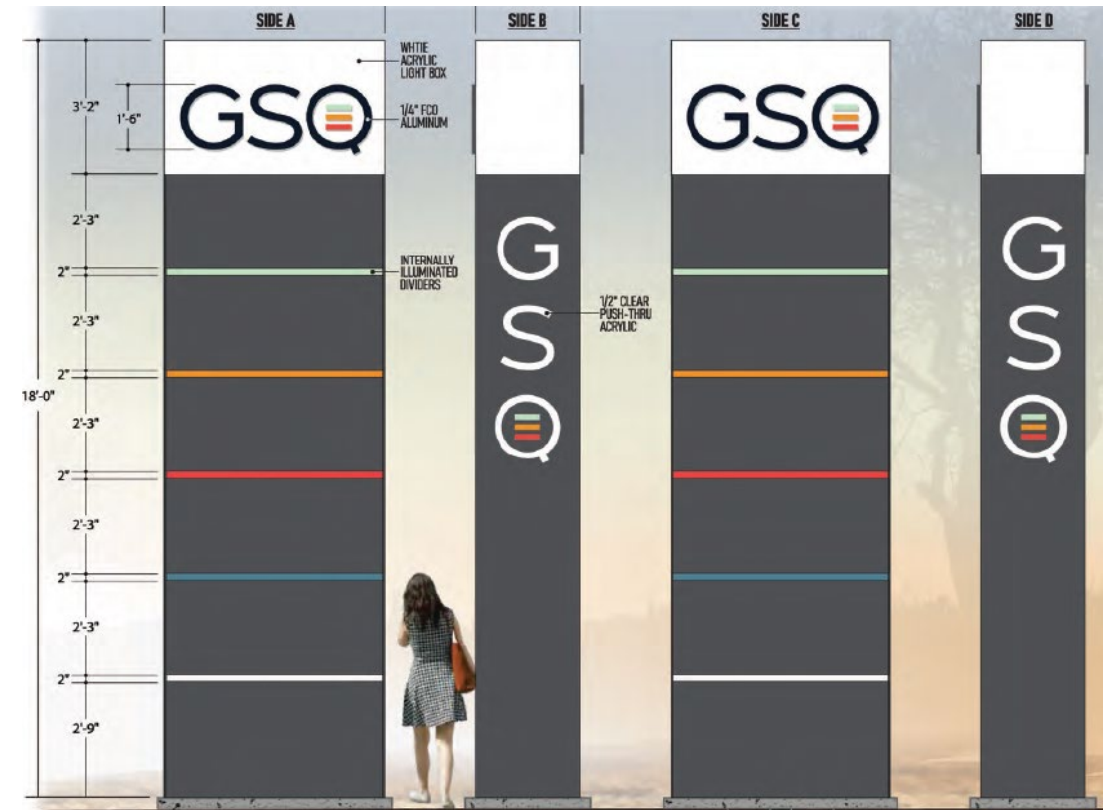
Estrella Falls and GSQ

Comprehensive Sign Package (CSP)

ESTRELLA FALLS MONUMENT SIGN



GOODYEAR CIVIC SQUARE MONUMENT SIGN





Estrella Falls and GSQ

Comprehensive Sign Package (CSP)

Approval of a new CSP

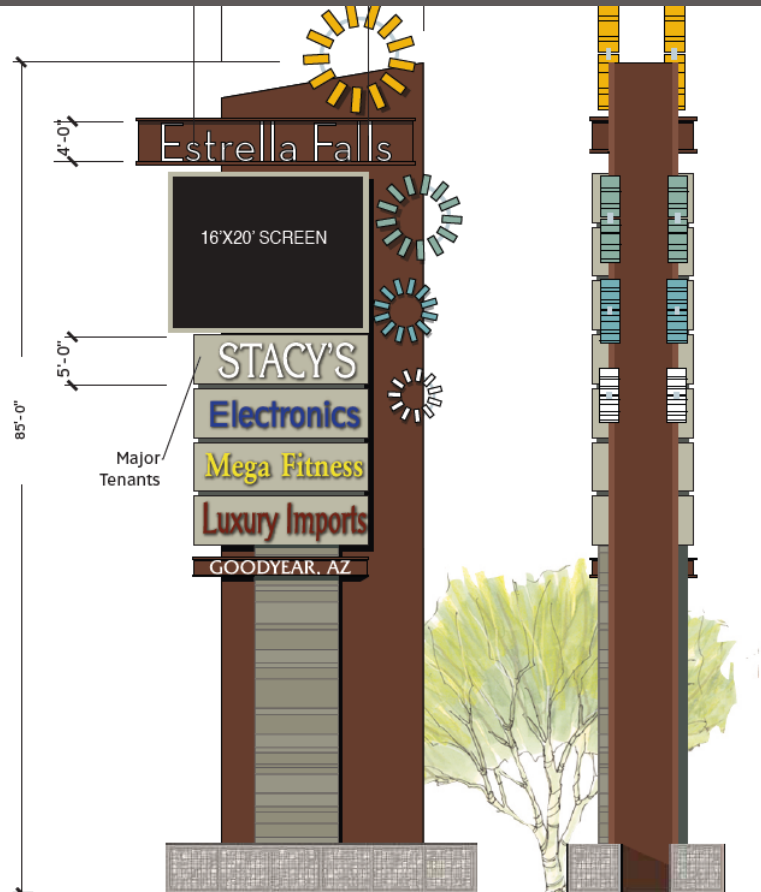
- Largely impacting GSQ Regional Center site
- Creates one CSP
- GSQ will have cohesive feel



Estrella Falls and GSQ

Comprehensive Sign Package (CSP)

ESTRELLA FALLS DIGITAL FREEWAY PYLON SIGN



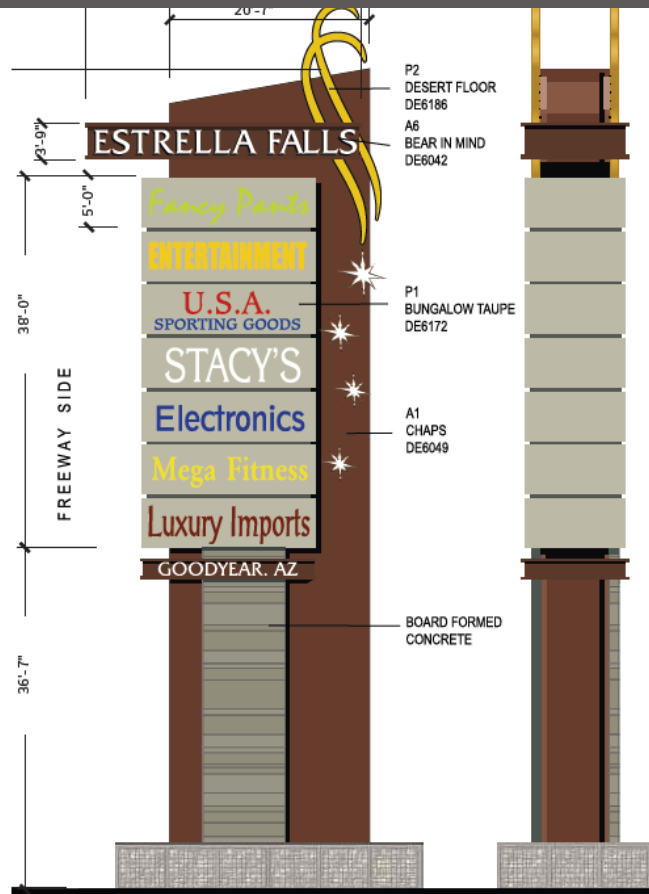
UPDATED DIGITAL FREEWAY PYLON SIGN



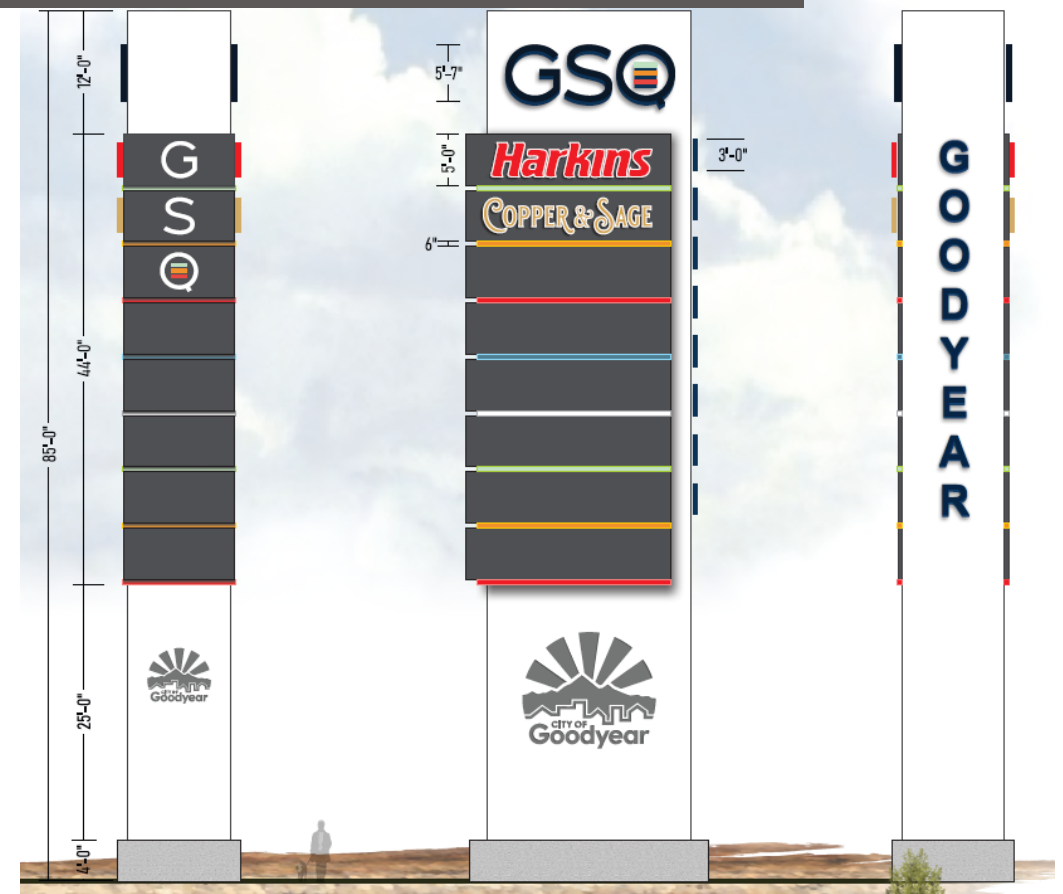
Estrella Falls and GSQ

Comprehensive Sign Package (CSP)

ESTRELLA FALLS FREEWAY PYLON SIGN



UPDATED FREEWAY PYLON SIGN

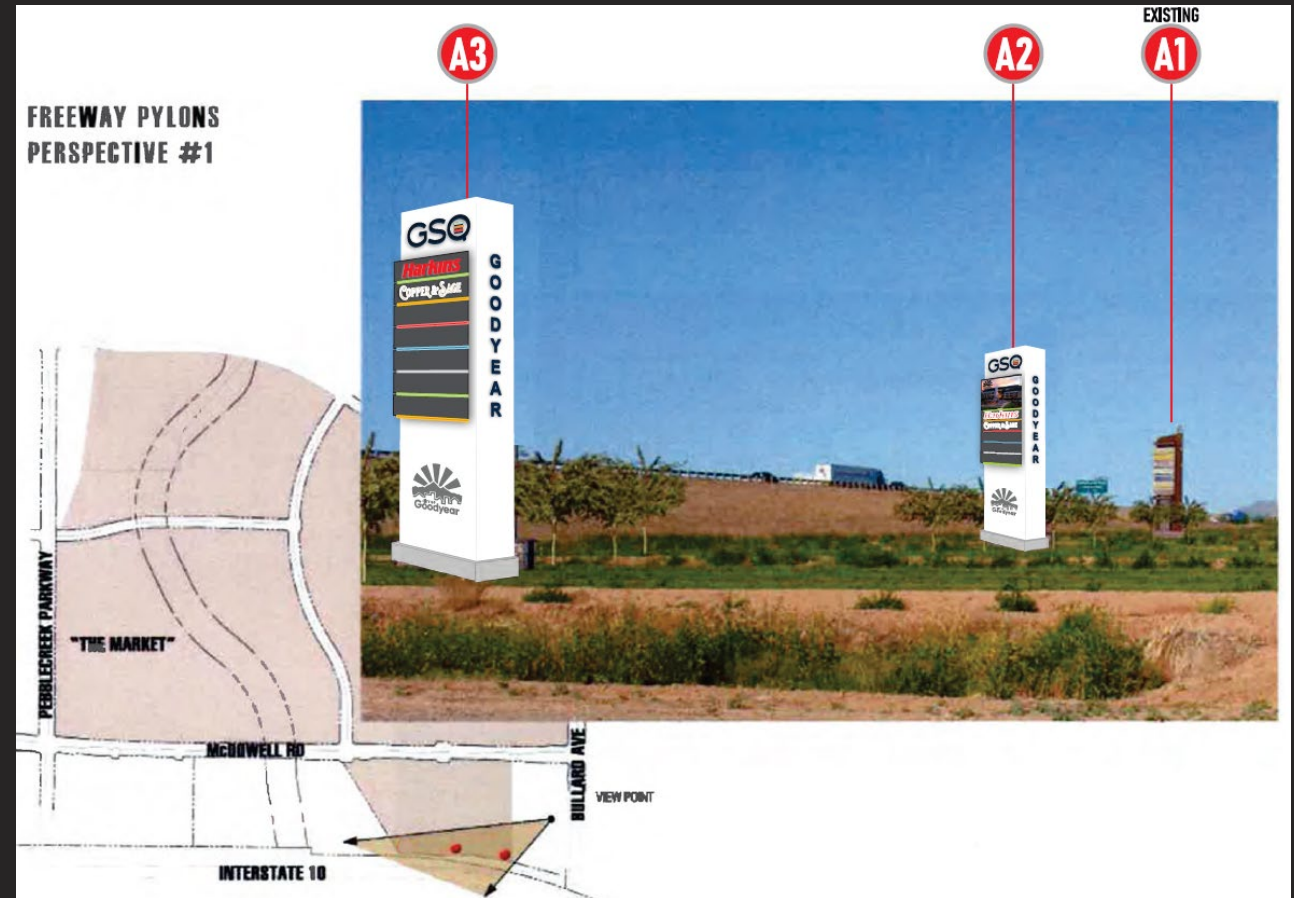


Estrella Falls and GSQ

Comprehensive Sign Package (CSP)

Updated Pylon Design

- A1 – Existing
- A2 & A3 – Future

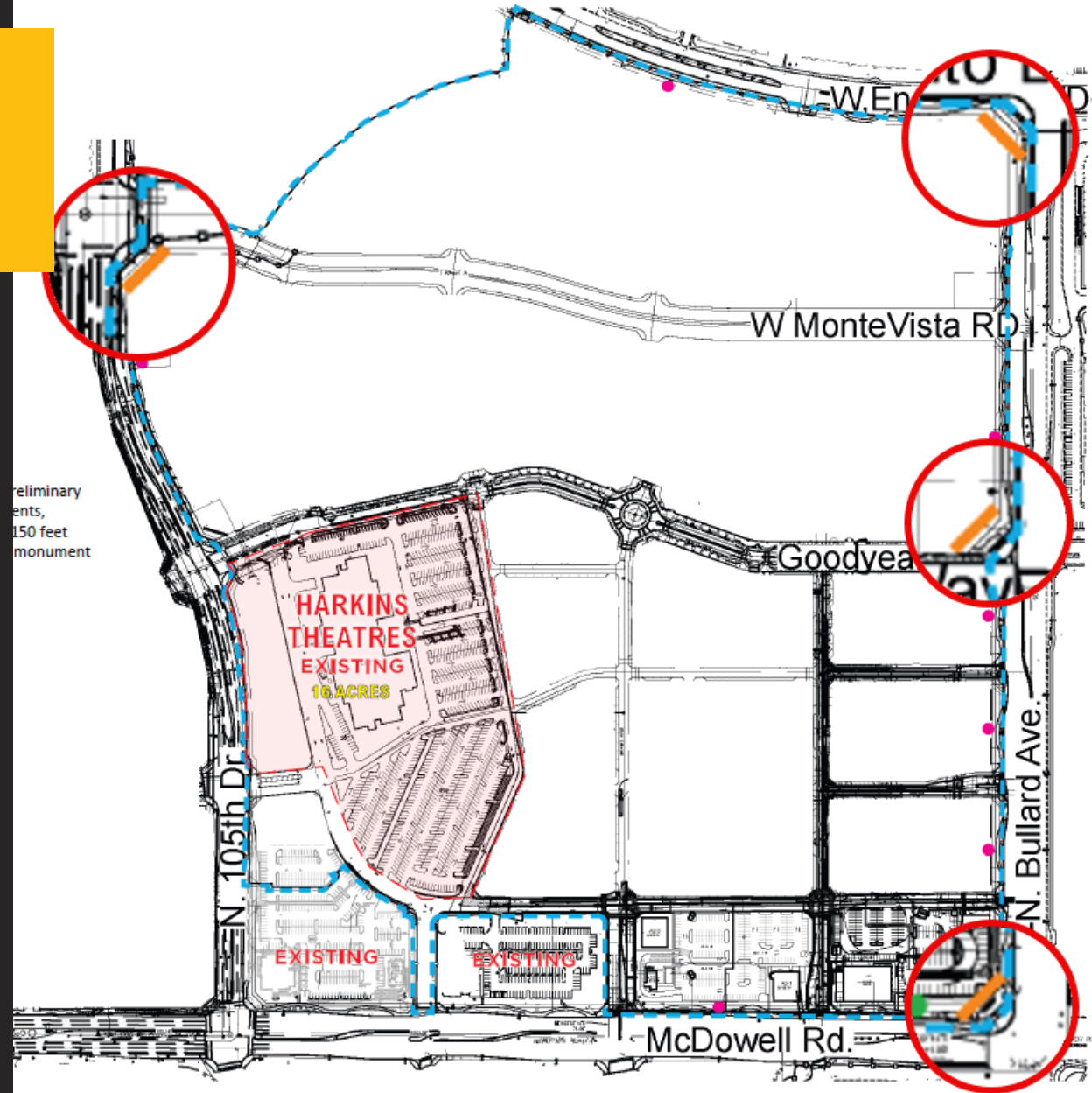
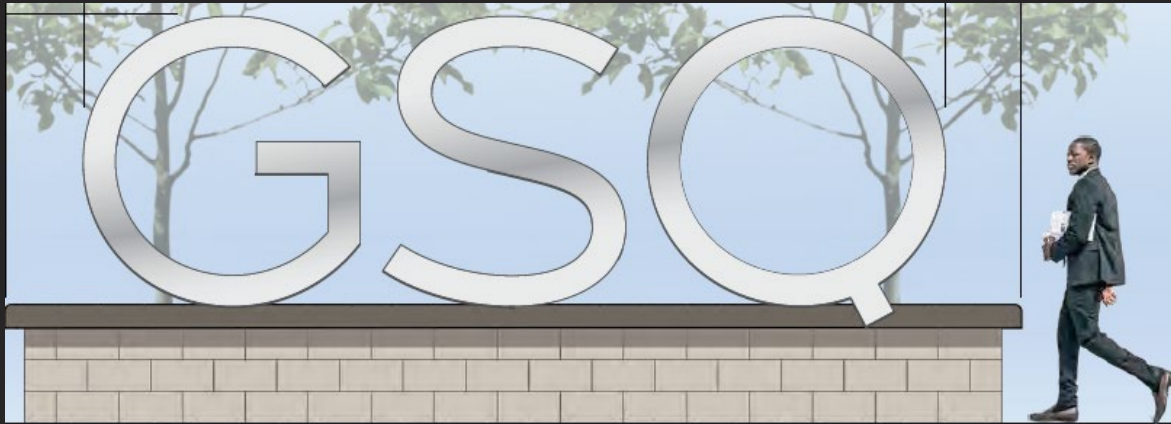




Estrella Falls and GSQ

Comprehensive Sign Package (CSP)

GSQ Identification Letters





GSQ Comprehensive Sign Plan (CSP) CSP Amendment

Recommendation:

Approve the Estrella Falls and GSQ Comprehensive Sign Plan, subject to stipulations.



Estrella Falls and GSQ

Comprehensive Sign Package (CSP)

Four Sign Zones

- Zone 1: Estrella Falls
- Zone 2: GSQ
- Zone 3: GSQ Regional
- Zone 4: Zoning Ordinance

