City Council Regular Meeting
City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395
Monday, June 23, 2025
Immediately following the Community Facilities District Meeting that begins at 5:00 p.m.

Mayor
Joe Pizzillo

Vice Mayor
Wally Campbell

Councilmember
Brannon Hampton

Councilmember
Laura Kaino

Councilwoman
Vicki Gillis

Councilmember
Benita Beckles

Councilmember
Trey Terry



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

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

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

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

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

Monday, June 23, 2025 **Meeting Agenda**

Immediately following the Community Facilities District Meeting that begins at 5:00 p.m.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER BECKLES

COMMUNICATIONS

1. **RECOGNITION OF OFFICER DAKOTA BERRY**

2. **PROCLAMATION RECOGNIZING JUNE 23RD AS WESTMARC DAY**

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

3. **APPROVAL OF MINUTES**

   RECOMMENDATION

   Approve the June 9, 2025 Regular Meeting and Special Meeting draft minutes. (Jasmine Pernicano, City Clerk)

4. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR LIFE TIME FITNESS**

   RECOMMENDATION

   Recommend approval of Application No. 347023 to the Arizona Department of Liquor Licenses and Control (DLLC) for a New Series 12 (Restaurant) liquor license for Life Time Fitness located at 14540 W. McDowell Rd., Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

5. **ORDINANCE UPDATING THE TERMS FOR JUDICIAL ADVISORY COMMITTEE MEMBERS**

   RECOMMENDATION

   ADOPT ORDINANCE NO. 2025-1633 AMENDING GOODYEAR CITY CODE ARTICLE 3-16-3 JUDICIAL ADVISORY COMMITTEE MEMBERSHIP AND TERM. (Jasmine Pernicano, City Clerk)

6. **APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY**

RECOMMENDATION

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

7. **PRIMARY AND SECONDARY PROPERTY TAX LEVIES FOR FY2026**

RECOMMENDATION

ADOPT ORDINANCE NO. 2025-1634 LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GOODYEAR, SUBJECT TO PRIMARY AND SECONDARY TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNTS ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR THE PURPOSE OF PAYING FOR VARIOUS EXPENSES; TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUES; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST UPON BONDED INDEBTEDNESS; ALL FOR FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2026. (Ryan Bittle, Finance Manager)

8. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH DEPARTMENT OF PUBLIC SAFETY (DPS) TO PARTICIPATE IN THE VEHICLE THEFT TASK FORCE**

RECOMMENDATION

Authorize the City Manager or her designee to execute the IGA with DPS to allow the Goodyear Police Department to participate in the vehicle theft task force. (Brian Issitt, Chief of Police)

9. **RETROACTIVE APPROVAL OF GRANT APPLICATIONS WITH MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) FOR ARTERIAL WIDENING, REHABILITATION, AND RECONSTRUCTION PROGRAM FUNDS**

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2025-2476 RATIFYING THE CONDITIONAL APPROVAL AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR ARTERIAL WIDENING PROGRAM (AWP) FUNDS TO THE MARICOPA ASSOCIATION OF GOVERNMENTS.

2. ADOPT RESOLUTION NO. 2025-2477 RATIFYING THE CONDITIONAL APPROVAL AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR ARTERIAL REHABILITATION AND RECONSTRUCTION PROGRAM (ARRP) FUNDS TO THE MARICOPA ASSOCIATION OF GOVERNMENTS. (Steve Scinto, Director of Engineering; Sumeet Mohan, Director of Public Works)

10. **APPROVE THE MASTER TRANSIT SERVICES AGREEMENT BETWEEN THE CITY OF GOODYEAR AND THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR FISCAL YEAR (FY) 2026**

RECOMMENDATION

Approve the Master Transit Services Agreement between the city of Goodyear and the RPTA and providing authorization and direction to take actions and execute documents necessary to carry out the intent of the Agreement for FY2026. (Christine McMurdy, Project Management Coordinator)

11. **GOODYEAR PUBLIC TRANSPORTATION AGENCY SAFETY PLAN**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2478 APPROVING THE 2025 PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP) FOR THE CITY OF GOODYEAR; AUTHORIZING THE CITY MANAGER TO SUBMIT THE 2025 CITY OF GOODYEAR PTASP TO THE FEDERAL TRANSIT ADMINISTRATION (FTA); AND PROVIDING AN EFFECTIVE DATE (Christine McMurdy, Project Management Coordinator)

12. **AMENDMENT TO THE FY2026 - FY2027 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF GOODYEAR AND UNITED GOODYEAR FIREFIGHTERS LOCAL 4005**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2479 APPROVING AMENDMENT NO. 1 TO THE JULY 1, 2025 – JUNE 30, 2027 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND THE UNITED GOODYEAR FIREFIGHTERS LOCAL 4005. (Lyman Locket, Human Resources Director)

PUBLIC HEARINGS

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

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

13. **REZONE APPROXIMATELY 25 ACRES, KNOWN AS PEBBLECREEK MARKETPLACE, FROM PLANNED AREA DEVELOPMENT (PAD) TO PEBBLECREEK MARKETPLACE 2ND AMENDED PLANNED AREA DEVELOPMENT**

RECOMMENDATION

ADOPT ORDINANCE NO. 2025-1635, CONDITIONALLY REZONING APPROXIMATELY 25 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF MCDOWELL ROAD AND PEBBLECREEK PARKWAY FROM PEBBLECREEK MARKETPLACE FINAL PLANNED AREA DEVELOPMENT (PAD) TO PEBBLECREEK MARKETPLACE 2ND AMENDED PLANNED AREA DEVELOPMENT; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE;

PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Christian M. Williams, Planning Manager)

BUSINESS

14. **THIRD AMENDMENT TO THE COMPREHENSIVE SIGN PACKAGE (CSP) FOR PEBBLECREEK MARKETPLACE**

RECOMMENDATION

Approve the PebbleCreek Marketplace 3rd Amended CSP dated May 2025, subject to stipulations. (Christian M. Williams, Planning Manager)

15. **FIRST AMENDMENT TO THE COMPREHENSIVE SIGN PACKAGE (CSP) FOR CANYON TRAILS TOWNE CENTER**

RECOMMENDATION

Approve the Canyon Trails Towne Center 1st Amended CSP dated May 2025, subject to stipulations. (Christian M. Williams, Planning Manager)

16. **SECOND AMENDMENT TO THE COMPREHENSIVE SIGN PACKAGE (CSP) FOR AIRPORT GATEWAY AT GOODYEAR**

RECOMMENDATION

Approve the Airport Gateway at Goodyear 2nd Amended CSP, dated May 2025 (the “Airport Gateway at Goodyear Comprehensive Sign Package”), subject to stipulations. (Christian M. Williams, Planning Manager)

17. **RESOLUTION AMENDING "POLICY 600 ATTENDANCE AND LEAVE"**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2480 AMENDING “POLICY 600 ATTENDANCE AND LEAVE” AS AN AMENDMENT TO THE “CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL OF 02/01/2004.”. (Lyman Locket, Human Resources Director)

INFORMATION ITEMS

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

- Reports from the Mayor and City Council
  This may include current events and activities as well as requests for information or future agenda items.
- Report from the City Manager
  This may include updates from events, staff summary, update of legislative issues,

clarification on items being requested by City Council and Manager's update on Council Related Matters.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

July 7, 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 6/18/2025 at 4:12 p.m. by AG.

ITEM #: 1.
DATE: 06/23/2025
AI #:2705

CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Mayor, Joe Pizzillo

SUBJECT:
RECOGNITION OF OFFICER DAKOTA BERRY

ITEM #: 2.
DATE: 06/23/2025
AI #:2720

CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Joe Pizzillo, Mayor

SUBJECT:
PROCLAMATION RECOGNIZING JUNE 23RD AS WESTMARC DAY

ITEM #: 3.
DATE: 06/23/2025
AI #:2714

APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

RECOMMENDATION
Approve the June 9, 2025 Regular Meeting and Special Meeting draft minutes. (Jasmine Pernicano, City Clerk)

Attachments

Draft Minutes 2025-06-09 Regular Meeting
Draft Minutes 2025-06-09 Special Meeting

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

Monday, June 9, 2025 **Meeting Minutes**

Immediately following the Joint Community Facilities District Special Meeting

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 5:52 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 Present: City Manager Wynette Reed; City Attorney Roric Massey; City Clerk Jasmine Pernicano

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER KAINO

COMMUNICATIONS

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

Jenna Goad, Strategic Planning and Organizational Performance Manager, presented an overview of the new Goodyear311 system, which will launch on June 17. She explained that the platform replaces the city's current Report A Problem system and offers improved access and integration for non-emergency service requests.

APPOINTMENTS

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

MOTION BY Councilmember Trey Terry, SECONDED BY Vice Mayor Wally Campbell to APPROVE the appointments to the Judicial Advisory Committee as recommended by the Council Subcommittee on City 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

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

Jeff Redman, Goodyear resident, expressed concerns about road infrastructure, new apartment buildings, and inquired about follow up from a previous request.

CONSENT

MOTION BY Councilmember Laura Kaino, **SECONDED BY Councilmember Trey Terry to APPROVE Consent Agenda items 3 through 9. 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 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)

In response to a Council inquiry, Kini Knudson, Deputy City Manager, explained that an official timeline has been set by the state for the State Route Loop 303 construction, but it is anticipated to begin later this year.

PUBLIC HEARINGS

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**

Mayor Pizzillo opened the public hearing at 6:08 p.m.

Ryan Bittle, Finance Manager, provided an overview of the budget process, recapped the various touchpoints with Council leading up to tonight's hearing, and highlighted the requirements for a public hearing, special meeting, and roll-call vote related to the Truth in Taxation increase. He noted that the final budget remained unchanged from the tentative budget adopted on May 19, 2025, and that the Truth in Taxation amount was set at $303,271.

David Sousa, Goodyear resident, inquired whether the proposed tax would support the development of access roads for local schools. Kini Knudson, Deputy City Manager, explained that road projects are coordinated with developers and, if not funded by them, are paid for through other city resources—not the proposed property tax.

There being no other speakers, Mayor Pizzillo closed the public hearing at 6:18 p.m.

Council requested clarification on the Truth in Taxation process.

In response, Mr. Bittle confirmed the combined property tax rate remains unchanged. He went on clarify that per state statute, when the amount levied by the city increases, the Truth in Taxation process must be followed despite the combined rate remaining unchanged and despite most of a typical Goodyear resident's property tax bill going to entities other than the city. He further explained the effect on the average homeowner, and its alignment with city financial policies.

Council thanked staff for their efforts on the budget process.

MOTION BY Councilmember Trey Terry, **SECONDED BY Councilmember Brannon Hampton to APPROVE the Truth in Taxation increase of $303,271 for FY2026. The motion carried by a VOICE ROLL CALL vote as follows:**

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

Passed - Unanimously

BUSINESS

11. COMPREHENSIVE SIGN PACKAGE FOR ESTRELLA FALLS AND GSQ

Jimmy Carreon, Assistant Planner, presented a request to approve a new Comprehensive Sign Package (CSP) for approximately 330 acres north of McDowell Road between PebbleCreek Parkway and Bullard Avenue. Mr. Carreon stated that the new plan consolidates the existing Estrella Falls and GSQ CSPs into a unified document to resolve inconsistencies. He mentioned the existing areas will retain their respective standards, while the GSQ Regional Center will adopt updated design elements to align with the GSQ theme and include revisions to two previously approved pylon signs to support a cohesive look across the area.

Charlie Gibson, submitted a speaker card in support but did not speak on this item.

Council inquired about the digital sign hours and maintenance responsibilities. Mr. Carreon explained that the proposed changes did not affect current hours, and he would follow up with the exact details. He also clarified that maintenance for the pylons is the responsibility of the tenants.

In response to Council inquiry regarding digital signs, Katie Wilken, Development Services Director, confirmed that the zoning ordinance allows for digital components and noted that the signs are privately managed.

Council expressed support for the updated design.

MOTION BY Councilmember Laura Kaino, **SECONDED BY Councilmember Benita Beckles to APPROVE the Estrella Falls and GSQ Comprehensive Sign Package, dated April 2025, subject to stipulations. The motion carried as follows:**

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

Passed - Unanimously

INFORMATION ITEMS

There were no information items.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

June 16, 2025	Council Meeting	5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 7:01 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 June 9, 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 Special Meeting
City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395

Monday, June 9, 2025 **Meeting Minutes**

Immediately following the City Council Regular Meeting

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 7:01 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 Present: City Manager Wynette Reed; City Attorney Roric Massey; City Clerk Jasmine Pernicano

BUSINESS

1. **FINAL ADOPTION OF THE FY2026 BUDGET**

MOTION BY Vice Mayor Wally Campbell, **SECONDED BY Councilmember Benita Beckles to ADOPT RESOLUTION NO. 2025-2475 DETERMINING AND ADOPTING THE FINAL ESTIMATES OF PROPOSED REVENUES AND EXPENDITURES FOR THE CITY OF GOODYEAR FOR FY2026 BEGINNING JULY 1, 2025, AND ENDING JUNE 30, 2026. 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 Special Meeting at 7:03 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 SPECIAL MEETING of the city of Goodyear, Arizona, held on June 9, 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: 06/23/2025
AI #:2694

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR LIFE TIME FITNESS

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

OTHER PRESENTER(S):

Ryan James Mollica, Agent

SUMMARY

Agent Ryan James Mollica has submitted an application for a New Series 12 (Restaurant) liquor license on behalf of Life Time Fitness, located at 14540 W. McDowell Rd., Goodyear, AZ 85395. The applicant is requesting that a recommendation of approval be forwarded to the Arizona Department of Liquor Licenses and Control (DLLC) for issuance of a liquor license.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Recommend approval of Application No. 347023 to the Arizona Department of Liquor Licenses and Control (DLLC) for a New Series 12 (Restaurant) liquor license for Life Time Fitness located at 14540 W. McDowell Rd., Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The City Clerk's office received a new Series 12 liquor license application on May 23, 2025, from the Arizona Department of Liquor Licenses and Control (DLLC) for the establishment "Life Time Fitness," represented by Mr. Mollica.

In compliance with A.R.S. §4-201(b), the Public Hearing notice was posted on May 28, 2025. No public petitions or protests were received. Internal review by the Police Department and Development Services Department (Code Compliance, Planning & Zoning) yielded no objections. The application is attached (Attachment A: DLLC Local Governing Body Report).

STAFF ANALYSIS

The requested Series 12 license is designated for restaurants and is non-transferable. It grants on-sale retail privileges for all types of spirituous liquor consumed on the premises, provided the establishment derives at least 40% of its gross revenue from food sales.

State regulations (A.R.S. §4-207) prohibit liquor licenses within 300 feet of licensed childcare facilities or K-12 schools; the proposed location complies with this requirement. For context, a One-Mile Report and Evaluation Map is included as Attachment B, showing existing liquor licenses and three K-12 school within that radius.

DLLC requires key personnel (owners, agents, managers involved in daily operations) to complete state-approved management training. The applicant confirms the owner and manager have completed the Title 4 Basic & Management training. Operationally, a manager will be onsite at all times, staff will monitor guest consumption, and valid ID will be required from anyone appearing to be under the legal drinking age.

The City Council's recommendation of "Approval," "Disapproval," or "No Recommendation" on this application will be forwarded to the DLLC for consideration in their final licensing decision.

Attachments

Attachment A - DLLC Local Governing Body Report

Attachment B - One Mile Report and Evaluation Map

Received by the Goodyear City's Clerk's Office on Friday May 23, 2025

State of Arizona
Department of Liquor Licenses and Control

Created 05/23/2025 @ 03:02:10 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	LIFE TIME FITNESS		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	14540 W MCDOWELL ROAD GOODYEAR, AZ 85395 USA		
Mailing Address:			
Phone:	(623)547-3167		
Alt. Phone:			
Email:	LILIY@LIQUORLICENSE.COM		

AGENT

Name:	RYAN JAMES MOLLICA
Gender:	Male
Correspondence Address:	2902 CORPORATE PLACE CHANHASSEN, MN 55317 USA
Phone:	(623)547-3167
Alt. Phone:	(248)219-8891
Email:	RMOLICA@LTLIFE.COM, LILY@LIQUORLICENSE.COM

OWNER

Name:	LFT CLUB OPERATIONS COMPANY INC		
Contact Name:	RYAN JAMES MOLLICA		
Type:	CORPORATION		
AZ CC File Number:		State of Incorporation:	
Incorporation Date:			
Correspondence Address:	2902 CORPORATE PLACE CHANHASSEN, MN 55317 USA		
Phone:	(623)547-3167		
Alt. Phone:			
Email:	RMOLLICA@LT.LIFE		

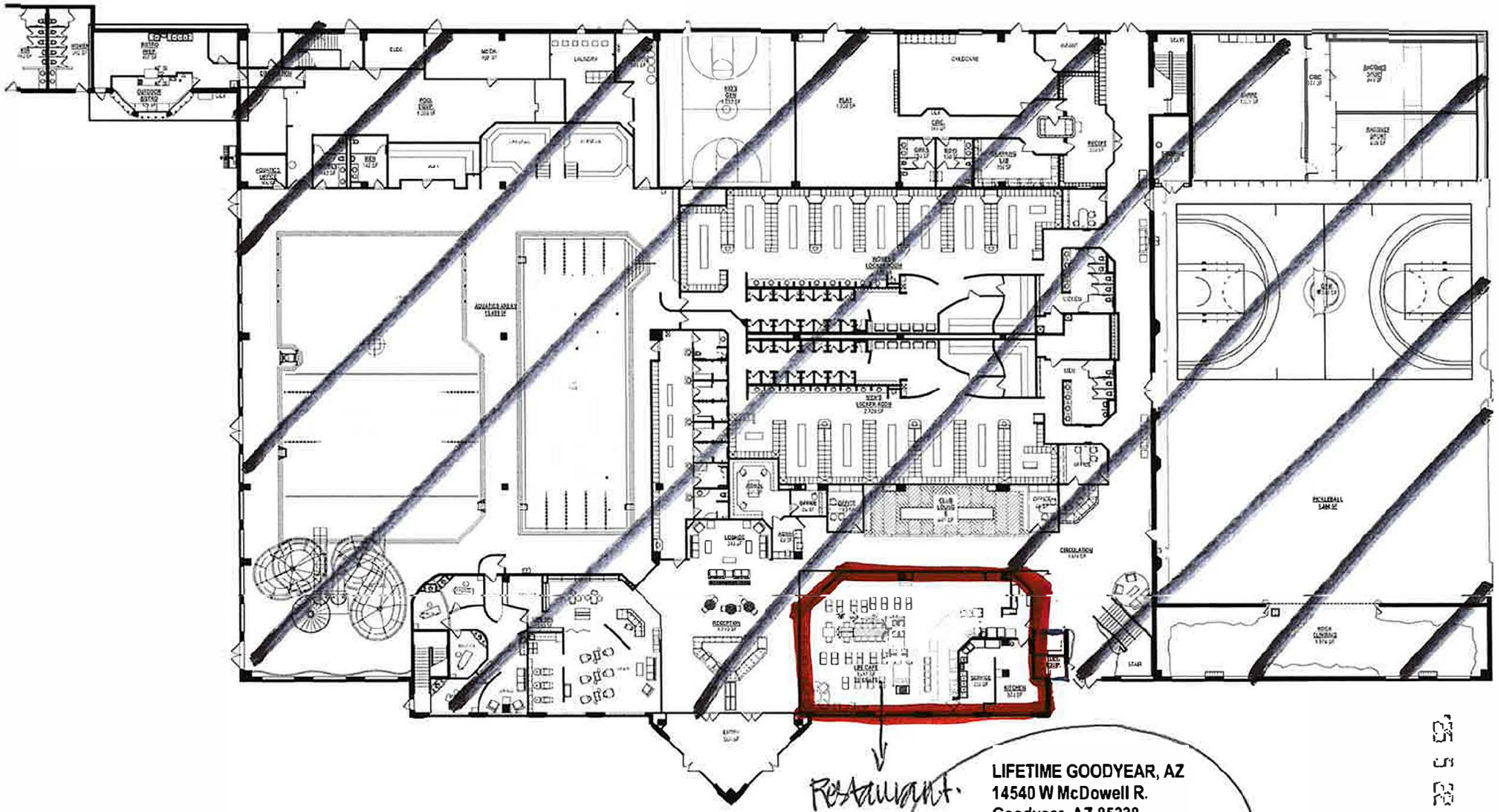
APPLICATION INFORMATION

Application Number: 347023
Application Type: New Application
Created Date: 04/28/2025

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   TENANT
3) Is there a penalty if lease is not fulfilled?
   No
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   0
6) Are there walk-up or drive-through windows on the premises?
   No
7) Does the establishment have a patio?
   Yes
   Is the patio contiguous or non-contiguous (within 30 feet)?
   CONTIGUOUS
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No
9) What type of business will this license be used for?
   GYM WITH RESTAURANT



LIFE TIME
HEALTHY WAY OF LIFE
2900 CORPORATE PLACE CHANHASSEN MN 55317

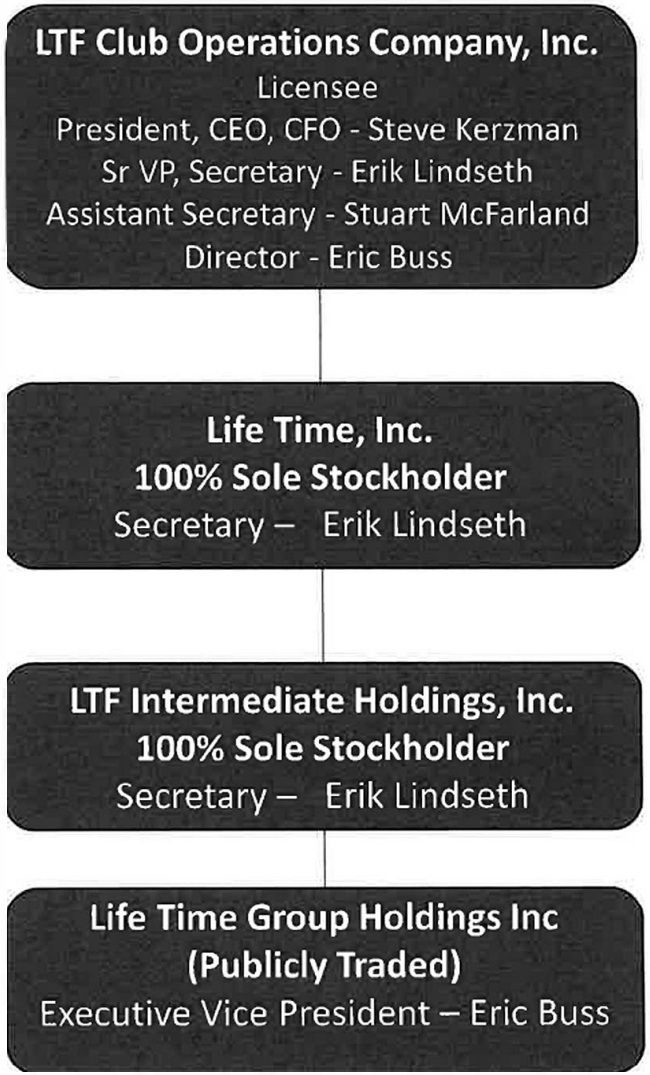
LIFETIME GOODYEAR, AZ
14540 W McDowell R.
Goodyear, AZ 85338

1ST FLOOR PLAN
SCALE 3/32"=1'-0"

MAY 12, 202

RECEIVED
SEP 05 2025
AZ Corp. Dept.


ENTRANCE/
EXIT
LIFE CAFE
1,617 SF
73 SEATS
SERVICE
250 SF
KITCHEN
320 SF
LIQUOR
STORAGE



'25 5 23 Liq. Dept AM 7:53

JOINT WRITTEN ACTION BY UNAMIMOUS WRITTEN CONSENT OF THE SOLE SHAREHOLDER AND THE BOARD OF DIRECTORS OF LTF CLUB OPERATIONS COMPANY, INC.

May 5, 2023

The undersigned, being the sole shareholder (the "Shareholder") and members of the board of directors (the "Board") of LTF Club Operations Company, Inc., a Minnesota corporation (the "Company"), do hereby adopt, and approve the following recitals and resolutions by unanimous written consent, without a meeting.

BOARD OF DIRECTORS

WHEREAS, the number of directors to constitute the Board has been one or more and the Shareholder desires to confirm that the number of directors to constitute the Board shall be two (2) and the Shareholder desires to confirm the members of the Board.

RESOLVED, that the number of directors to constitute the Board shall be two (2); and

RESOLVED FURTHER, that the following persons be, and they hereby are, elected, ratified and confirmed as directors of the Company until their successors are elected and qualified and that such directors shall be the only directors of the Company until the election and qualification of their successors:

Directors
Eric Buss
Steve Kerzman

OFFICERS

WHEREAS, the Board may elect or appoint such officers as it deems necessary including offices may be held by the same person, and the Board desires to confirm the officers of the Company.

RESOLVED, that each of the following individuals is hereby appointed and elected to serve as an officer of the Company to hold the position(s) set forth opposite such individual's name below, to serve in accordance with the bylaws of the Company as shall be in effect from time to time, with such authority and responsibility as is customary for his or her position and title and to act in such capacity until his or her successor is duly elected and qualified or, if earlier, until his or her death, resignation or removal, and that, in accordance with such bylaws, other than as set forth below, any previous officer of the Company shall hereby be deemed to have been removed without cause:

Name	Office(s)
Steve Kerzman	President, Chief Executive Officer and Chief Financial Officer
Erik Lindseth	Senior Vice President, General Counsel and Secretary
Stuart McFarland	Vice President-Senior Associate General Counsel and Assistant Secretary

[signature page follows]

'05 5 23 Liv. Dept HM 8:50

The undersigned, being the Shareholder and all of the Directors of the Company, do hereby consent to the foregoing actions as of the date set forth above.

SHAREHOLDER

Life Time, Inc.

By: _____
Name: Steve Kerzman
Its: Director of Tax and Revenue and Assistant Treasurer

BOARD

_____
Eric Buss

_____
Steve Kerzman

'25 5 23 LTF. DEC RM 8 51

The undersigned, being the Shareholder and all of the Directors of the Company, do hereby consent to the foregoing actions as of the date set forth above.

SHAREHOLDER

Life Time, Inc.

By: _____
Name: Steve Kerzman
Its: Director of Tax and Revenue and Assistant Treasurer

BOARD

Eric Buss

_____
Steve Kerzman

'25 5 23 LTF. DEP AM 8:51

WRITTEN ACTION BY UNANIMOUS WRITTEN CONSENT OF THE SOLE DIRECTOR OF LIFE TIME, INC.

September 12, 2024

The undersigned, being the sole director (the "Board") of Life Time, Inc., a Minnesota corporation (the "Company"), does hereby adopt and approve the following recitals and resolutions by unanimous written consent, without a meeting.

OFFICERS

WHEREAS, the Board desires to approve, confirm and ratify that Mr. Erik Weaver began serving as Executive Vice President and Chief Financial Officer of the Company effective August 1, 2024 (the "CFO Effective Date").

NOW, THEREFORE, BE IT RESOLVED, that the election of Mr. Weaver as Executive Vice President and Chief Financial Officer of the Company as of the CFO Effective Date be and hereby is approved, confirmed and ratified and each of the following individuals is hereby elected and ratified and confirmed to serve as an officer of the Company to hold the position(s) set forth opposite such individual's name below, to serve in accordance with the bylaws of the Company as shall be in effect from time to time, with such authority and responsibility as is customary for his or her position and title and to act in such capacity until his or her successor is duly elected and qualified or, if earlier, until his or her death, resignation or removal, and that, in accordance with such bylaws, other than as set forth below, any previous officer of the Company shall hereby be deemed to have been removed without cause:

Name		Officer Title(s)
Bahram	Akradi	Chairman and Chief Executive Officer
Kari	Broyles	Senior Vice President, General Counsel of Property Development and Assistant Secretary
Eric	Buss	Executive Vice President
Parham	Javaheri	Executive Vice President, President Club Operations and Chief Property Development Officer
Aaron	Koehler	Senior Vice President, Real Estate and Development
Steve	Kerzman	Director of Tax and Revenue and Assistant Treasurer
Erik	Lindseth	Senior Vice President, General Counsel and Secretary
Stuart	McFarland	Vice President, Senior Associate General Counsel and Assistant Secretary
Chris	Ryan	Senior Associate General Counsel and Assistant Secretary
Erik	Weaver	Executive Vice President and Chief Financial Officer

AMENDMENTS TO LOAN DOCUMENTS

WHEREAS, reference is made to (i) that certain Credit Agreement (as amended, restated, modified and/or supplemented through the date hereof, the "Credit Agreement"), dated as of June 10, 2015, among LTF Intermediate Holdings, Inc., a Delaware corporation ("Holdings"), Life Time, Inc., a Minnesota corporation formerly known as Life Time Fitness, Inc. (as successor by merger with LTF Merger Sub, Inc.) (the "Borrower"), the lenders party thereto from time to time (the "Lenders") and Deutsche Bank AG New York Branch, as administrative agent and collateral agent for the Lenders (the "Administrative Agent"), and (ii) that certain proposed Thirteenth Amendment to Credit Agreement to be entered into by the Borrower, Holdings, the Subsidiary Guarantors (including the Company), the Lenders party thereto, and the Administrative Agent (the "Thirteenth Amendment"), pursuant to which, among other things, (a) the Borrower will incur the 2024 Refinancing Revolving Loans (as defined therein) in an aggregate principal amount of $475,000,000, (b) the Lenders have agreed to extend 2024 Incremental Revolving Commitments (as defined therein) in an aggregate principal amount of $175,000,000, (c) the Borrower shall draw the 2024 Initial Revolving Loans (as defined therein) and repay the Term Loans outstanding immediately prior to the effectiveness of the Thirteenth Amendment, and (d) certain other amendments to the Credit Agreement will be effectuated. All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Credit Agreement or the Thirteenth Amendment, as applicable;

WHEREAS, the Board has determined that the Company will benefit from the Thirteenth Amendment and certain other documents, instruments, agreements, joinders, assignments, pledges, certificates, notes, annexes, schedules, exhibits and other attachments to which the Company is to be a party related to the Thirteenth Amendment or any transaction contemplated thereby or in furtherance thereof, including the execution of, and payment of all fees, including, without limitation, under, that certain Engagement Letter, dated on or about the date hereof (the "Engagement Letter") and that certain Fee Letter, dated on or about the date hereof (the "Fee Letter"), and each other instrument, agreement or document executed and delivered in connection with the Thirteenth Amendment to which the Company is a party (together with the Thirteenth Amendment, the Engagement Letter and the Fee Letter, collectively, the "Amendment Documents") and the borrowings, the reaffirmation of the guarantees, and the reaffirmation of the pledges and grants of security interests provided thereunder; and

WHEREAS, the Board deems it to be advisable and in the best interests of the Company to approve the execution and delivery of each Amendment Document and the performance of the obligations of the Company under the Amendment Documents, including the borrowings, guarantees, pledges, grants of security interests, and prepayment of notes thereunder.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of and the transactions contemplated by each Amendment Document will benefit the Company, are deemed to be advisable and in the best interests of the Company and are hereby ratified, confirmed, approved, adopted and authorized in all respects;

RESOLVED, FURTHER, that the Company execute, deliver and perform its obligations under each Amendment Document, including the borrowings, the reaffirmation of

the guarantees, and the reaffirmation of the pledges and grants of security interests provided thereunder, and that each of the officers of the Company (collectively, the "Authorized Officers"), acting alone or with one or more other Authorized Officers be, and hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to execute and deliver the Amendment Documents to which the Company is a party, in the forms and with the terms and provisions reviewed by the Board and with such changes therein, deletions therefrom, additions thereto or amendments thereto as the Authorized Officer executing and delivering such document may determine to be necessary, appropriate, advisable or desirable, such determination to be conclusively evidenced by the execution and delivery thereof by such Authorized Officer, including any departures therein from the forms, terms and provisions presented to the Board and that the Company is hereby authorized and directed to perform all of its obligations under each Amendment Document to which it is a party when so executed, to deliver each such document in accordance with its terms, and to borrow, guarantee, pledge and grant a security interest in its property and assets under the Amendment Documents, as applicable;

RESOLVED, FURTHER, that the Authorized Officers of the Company be, and each one of them acting alone hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to take all such steps and do or cause to be done all such acts and things as they or any one or more of them may deem necessary, appropriate, advisable or desirable to proceed with the transactions contemplated by the Amendment Documents and the Company's performance of its obligations thereunder, including, but not limited to (as applicable), the making and executing of any other necessary, appropriate, advisable or desirable instruments, agreements, joinders, assignments, pledges, amendments, waivers, consents, certificates, control agreements, intellectual property security agreements, notes, notices or other documents in connection therewith, the paying of any costs, expenses and fees in such connection, and to take any and all action to make, authorize, execute, verify and file all applications, certificates, documents, financing statements, assignments, pledges, agreements, notes, notices or other instruments and to do any and all acts and things which any one or more of them may deem necessary, appropriate, advisable or desirable in order to carry out from time to time the intent and purpose of any and all of the foregoing resolutions;

RESOLVED, FURTHER, that the authority conferred upon the officers of the Company by the foregoing resolutions shall be in addition to, and shall in no way limit, such other authority as any such officer may have with respect to the transactions contemplated by the foregoing resolutions;

GENERAL AUTHORIZATION TO EFFECTUATE RESOLUTIONS

RESOLVED, FURTHER, that each Authorized Officer be, and each hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to negotiate the form, terms and provisions of and to make, execute, deliver, acknowledge, verify, issue and perform any and all agreements, amendments to agreements, applications, certificates, instruments, consents, joinders, assignments, acknowledgements, filings, financing statements, forms, notices, notes and other documents to which the Company is a party that are related to, contemplated by or in furtherance of the Amendment Documents or the foregoing resolutions (including those agreements attached as exhibits hereto) and to do, cause to be done, take or

cause to be taken such other act, thing, step or action (including, without limitation, the making of all payments and remittances on behalf of the Company) as he, she or they shall deem necessary, appropriate, advisable or desirable to carry out the intent and purpose of the foregoing resolutions, such negotiation, execution and delivery, doing or taking of any such act, thing, step or action by any such Authorized Officer or Authorized Officers to constitute conclusive evidence of his, her or their determination and approval of such necessity, appropriateness, advisability or desirability; and any act, thing, step or action done or taken by such Authorized Officer or Authorized Officers in furtherance of these objectives are hereby ratified, confirmed, approved, adopted and authorized in all respects;

RESOLVED, FURTHER, that any and all acts, things, steps and actions previously taken by the officers, directors, employees, agents or counsels of the Company or the officers, directors, employees, agents or counsels of any subsidiary of the Company and, in each case, any person acting on behalf of or under the direction thereof, which are consistent with and in furtherance of the intent and purposes of the foregoing resolutions and the consummation of the transactions contemplated herein, including each instrument, agreement or document executed and delivered in connection with the Thirteenth Amendment to which the Company is a party, shall be, and hereby are, ratified, confirmed, approved, adopted and authorized in all respects and any; and

RESOLVED, FURTHER, that this written consent may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[signature page follows]

The undersigned, being the sole director of the Company, does hereby consent to the foregoing actions as of the date set forth above.

SOLE DIRECTOR



Bahram Akradi

23 Apr 2024 08:51

[Signature Page to Life Time, Inc. Written Consent (Officers and 2024 Refinance)]

WRITTEN ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF LTF INTERMEDIATE HOLDINGS, INC.

September 12, 2024

The undersigned, being the members of the board of directors (the "Board") of LTF Intermediate Holdings, Inc., a Delaware corporation (the "Company" or "Holdings"), do hereby adopt and approve the following recitals and resolutions by unanimous written consent, without a meeting.

OFFICERS

WHEREAS, Mr. Robert Houghton ceased serving as Chief Financial Officer of an affiliate of the Company effective December 31, 2023, and ceased employment with an affiliate of the Company and ceased being an officer of the Company effective January 5, 2024 (the "RH Effective Date"), and the Board desires to approve, confirm and ratify the removal of Mr. Houghton as an officer of the Company as of the RH Effective Date; and

WHEREAS, the Board desires to approve, confirm and ratify that Mr. Erik Weaver began serving as Interim Chief Financial Officer of the Company effective January 1, 2024 (the "Interim CFO Effective Date"), and as Executive Vice President and Chief Financial Officer of the Company effective August 1, 2024 (the "CFO Effective Date").

NOW, THEREFORE, BE IT RESOLVED, that the removal of Mr. Houghton as of the RH Effective Date from his officer positions of the Company be, and hereby is, approved, confirmed and ratified; and

RESOLVED FURTHER, that the election of Mr. Weaver as (a) Senior Vice President, Interim Chief Financial Officer and Treasurer of the Company effective as of the Interim CFO Effective Date and (b) Executive Vice President and Chief Financial Officer as of the CFO Effective Date each be and hereby are approved, confirmed and ratified and each of the following individuals is hereby elected and ratified and confirmed to serve as an officer of the Company to hold the position(s) set forth opposite such individual's name below, to serve in accordance with the bylaws of the Company as shall be in effect from time to time, with such authority and responsibility as is customary for his or her position and title and to act in such capacity until his or her successor is duly elected and qualified or, if earlier, until his or her death, resignation or removal, and that, in accordance with such bylaws, other than as set forth below, any previous officer of the Company shall hereby be deemed to have been removed without cause:

Name		Officer Title(s)
Bahram	Akradi	President and Chief Executive Officer
Erik	Weaver	Executive Vice President and Chief Financial Officer
Erik	Lindseth	Secretary
Stuart	McFarland	Vice President, Senior Associate General Counsel and Assistant Secretary

AMENDMENTS TO LOAN DOCUMENTS

WHEREAS, reference is made to (i) that certain Credit Agreement (as amended, restated, modified and/or supplemented through the date hereof, the "Credit Agreement"), dated as of June 10, 2015, among Holdings, Life Time, Inc., a Minnesota corporation formerly known as Life Time Fitness, Inc. (as successor by merger with LTF Merger Sub, Inc.) (the "Borrower"), the lenders party thereto from time to time (the "Lenders") and Deutsche Bank AG New York Branch, as administrative agent and collateral agent for the Lenders (the "Administrative Agent"), and (ii) that certain proposed Thirteenth Amendment to Credit Agreement to be entered into by the Borrower, Holdings, the Subsidiary Guarantors, the Lenders party thereto, and the Administrative Agent (the "Thirteenth Amendment"), pursuant to which, among other things, (a) the Borrower will incur the 2024 Refinancing Revolving Loans (as defined therein) in an aggregate principal amount of $475,000,000, (b) the Lenders have agreed to extend 2024 Incremental Revolving Commitments (as defined therein) in an aggregate principal amount of $175,000,000, (c) the Borrower shall draw the 2024 Initial Revolving Loans (as defined therein) and repay the Term Loans outstanding immediately prior to the effectiveness of the Thirteenth Amendment, and (d) certain other amendments to the Credit Agreement will be effectuated. All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Credit Agreement or the Thirteenth Amendment, as applicable;

WHEREAS, the Board has determined that the Company will benefit from the Thirteenth Amendment and certain other documents, instruments, agreements, joinders, assignments, pledges, certificates, notes, annexes, schedules, exhibits and other attachments to which the Company is to be a party related to the Thirteenth Amendment or any transaction contemplated thereby or in furtherance thereof, including the execution of, and payment of all fees, including, without limitation, under, that certain Engagement Letter, dated on or about the date hereof (the "Engagement Letter") and that certain Fee Letter, dated on or about the date hereof (the "Fee Letter"), and each other instrument, agreement or document executed and delivered in connection with the Thirteenth Amendment to which the Company is a party (together with the Thirteenth Amendment, the Engagement Letter and the Fee Letter, collectively, the "Amendment Documents") and the borrowings, the reaffirmation of the guarantees, and the reaffirmation of the pledges and grants of security interests provided thereunder; and

WHEREAS, the Board deems it to be advisable and in the best interests of the Company to approve the execution and delivery of each Amendment Document and the performance of the obligations of the Company under the Amendment Documents, including the borrowings, guarantees, pledges, grants of security interests, and prepayment of notes thereunder.

NOW, THEREFORE, BE IT RESOLVED, that the form, terms and provisions of and the transactions contemplated by each Amendment Document will benefit the Company, are deemed to be advisable and in the best interests of the Company and are hereby ratified, confirmed, approved, adopted and authorized in all respects;

RESOLVED, FURTHER, that the Company execute, deliver and perform its obligations under each Amendment Document, including the borrowings, the reaffirmation of the guarantees, and the reaffirmation of the pledges and grants of security interests provided thereunder, and that each of the officers of the Company (collectively, the "Authorized Officers"), acting alone or with one or more other Authorized Officers be, and hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to execute and deliver the Amendment Documents to which the Company is a party, in the forms and with the terms and provisions reviewed by the Board and with such changes therein, deletions therefrom, additions thereto or amendments thereto as the Authorized Officer executing and delivering such document may determine to be necessary, appropriate, advisable or desirable, such determination to be conclusively evidenced by the execution and delivery thereof by such Authorized Officer, including any departures therein from the forms, terms and provisions presented to the Board and that the Company is hereby authorized and directed to perform all of its obligations under each Amendment Document to which it is a party when so executed, to deliver each such document in accordance with its terms, and to borrow, guarantee, pledge and grant a security interest in its property and assets under the Amendment Documents, as applicable;

RESOLVED, FURTHER, that the Authorized Officers of the Company be, and each one of them acting alone hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to take all such steps and do or cause to be done all such acts and things as they or any one or more of them may deem necessary, appropriate, advisable or desirable to proceed with the transactions contemplated by the Amendment Documents and the Company's performance of its obligations thereunder, including, but not limited to (as applicable), the making and executing of any other necessary, appropriate, advisable or desirable instruments, agreements, joinders, assignments, pledges, amendments, waivers, consents, certificates, control agreements, intellectual property security agreements, notes, notices or other documents in connection therewith, the paying of any costs, expenses and fees in such connection, and to take any and all action to make, authorize, execute, verify and file all applications, certificates, documents, financing statements, assignments, pledges, agreements, notes, notices or other instruments and to do any and all acts and things which any one or more of them may deem necessary, appropriate, advisable or desirable in order to carry out from time to time the intent and purpose of any and all of the foregoing resolutions;

RESOLVED, FURTHER, that the authority conferred upon the officers of the Company by the foregoing resolutions shall be in addition to, and shall in no way limit, such other authority as any such officer may have with respect to the transactions contemplated by the foregoing resolutions;

GENERAL AUTHORIZATION TO EFFECTUATE RESOUTIONS

RESOLVED, FURTHER, that each Authorized Officer be, and each hereby is, authorized, empowered and directed, in the name and on behalf of the Company, to negotiate the form, terms and provisions of and to make, execute, deliver, acknowledge, verify, issue and perform any and all agreements, amendments to agreements, applications, certificates, instruments, consents, joinders, assignments, acknowledgements, filings, financing statements, forms, notices, notes and other documents to which the Company is a party that are related to, contemplated by or in furtherance of the Amendment Documents or the foregoing resolutions (including those agreements attached as exhibits hereto) and to do, cause to be done, take or cause to be taken such other act, thing, step or action (including, without limitation, the making of all payments and remittances on behalf of the Company) as he, she or they shall deem necessary, appropriate, advisable or desirable to carry out the intent and purpose of the foregoing resolutions, such negotiation, execution and delivery, doing or taking of any such act, thing, step or action by any such Authorized Officer or Authorized Officers to constitute conclusive evidence of his, her or their determination and approval of such necessity, appropriateness, advisability or desirability; and any act, thing, step or action done or taken by such Authorized Officer or Authorized Officers in furtherance of these objectives are hereby ratified, confirmed, approved, adopted and authorized in all respects;

RESOLVED, FURTHER, that any and all acts, things, steps and actions previously taken by the officers, directors, employees, agents or counsels of the Company or the officers, directors, employees, agents or counsels of any subsidiary of the Company and, in each case, any person acting on behalf of or under the direction thereof, which are consistent with and in furtherance of the intent and purposes of the foregoing resolutions and the consummation of the transactions contemplated herein, including each instrument, agreement or document executed and delivered in connection with the Thirteenth Amendment to which the Company is a party, shall be, and hereby are, ratified, confirmed, approved, adopted and authorized in all respects and any; and

RESOLVED, FURTHER, that this written consent may be executed in separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[signature page follows]

The undersigned, being all of the Directors of the Company, do hereby consent to the foregoing actions as of the date set forth above.

BOARD



Bahram Akradi

J. Kristofer Galashan

Paul Hackwell

The undersigned, being all of the Directors of the Company, do hereby consent to the foregoing actions as of the date set forth above.

BOARD

Bahram Akradi

J. Kristofer Galashan

Paul Hackwell

'25 5 23 Thu, Sep 18 9:51

The undersigned, being all of the Directors of the Company, do hereby consent to the foregoing actions as of the date set forth above.

BOARD

Bahram Akradi

J. Kristofer Galashan

Paul Hackwell

'25 5 23 1:47 PM 0:51

'25 5 15 Liqr. Dept PM 2:15

RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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

Type or Print with Black Ink

1. Name of restaurant (Please print): LIFE TIME FITNESS

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	None
Oven	Merrychef Oven
Freezer	Hoshizaki Freezer (x3)
Refrigerator	Hoshizaki Refrigerator
Sink	2 Handwashing Sink, 1 Dish sink
Dish Washing Facilities	Dish sink
Food Preparation Counter (Dimensions)	Cutting Board (4x1) Prep Area (7x3)
Other	N/A

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

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

(Do not include kitchen, bar, hi-top tables, or game area.) 50 %

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

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

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

a) Restaurant dining area of your premises: [68]

b) **(DO NOT INCLUDE PATIO SEATING)** Bar area [+ 5]

TOTAL [= 73]

Individuals requiring ADA accommodations please call (602)542-2999

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☑ Disposable ☐ Both

8. Does your restaurant contain any **games**, **televisions**, or **any other entertainment**? ☐ YES ☑ No

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

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

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

10. List number of employees for each position:

Position	How many
Cooks	4
Bartenders	3
Hostesses	0
Managers	1
Servers	10
Other ( )	
Other ( )	
Other ( )	

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

Applicant Signature: Steve Kerzman

'25 APR 25 AM 9:04 AZDLLC

RECORDS REQUIRED FOR AUDIT

RESTAURANT/HOTEL/MOTEL

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

Type or Print with Black Ink

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

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

11. **General Ledger**

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

    B. Cash Receipts/Disbursement Journals
        1) Daily Bank Deposit Slips
        2) Bank Statements and canceled checks

12. **Tax Records**

    A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    B. Income Tax Return - city, state and federal (copies)
    C. Any supporting books, records, schedules or documents used in preparation of tax returns

Individuals requiring ADA accommodations please call (602)542-2999

13. **Payroll Records**

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

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

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

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

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

A.R.S. §4-210(A)7

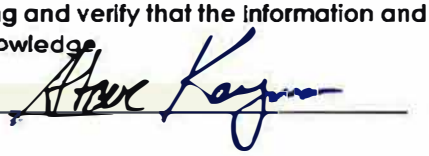
The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records,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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

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

Applicant Signature: 

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

CREATE YOUR OWN

Ultimate Protein Single protein serving	9.99	Body Builder MILK 2x protein serving, creatine, Greek yogurt	11.99

1. Start with a base

Almond Milk	30 cal	Orange Juice	110 cal
Organic 2% Milk	130 cal	Organic Oat Milk (+.50)	120 cal
Organic Coconut Milk	45 cal		

2. Add a Protein

Vanilla Whey 20 PRO	120 cal	Vanilla Collagen (+.50) 19 PRO	80 cal
Chocolate Whey 20 PRO	120 cal	Chocolate Collagen (+.50) 19 PRO	100 cal
Vanilla Vegan 20 PRO	130 cal	Vanilla Isolate (+.50) 20 PRO	100 cal
Chocolate Vegan 20 PRO	140 cal	Chocolate Isolate (+.50) 20 PRO	110 cal

3. Choose 2 Mix-Ins

Banana	35 cal	Raspberries	5 cal
Blueberries	9 cal	Spinach	3 cal
Chia Seeds	20 cal	Strawberries	9 cal
Coconut	33 cal	Almond Butter (+.50)	190 cal
Granola	120 cal	Açai Sorbet (+.50)	103 cal
Kale	5 cal	Avocado (+.50)	62 cal
Oats	75 cal	Peanut Butter (+.50)	190 cal
Pineapple	14 cal		

Boost It! +1.50

Collagen Protein	80 cal	Whey Protein	120 cal
L-glutamine	0 cal	Life Greens Berry	35 cal
Vegan Protein	130 cal	Life Greens Mocha	30 cal
Creatine	0 cal	Life Greens 2x Chocolate	35 cal
Fiber	0 cal	Isolate Protein	110 cal

SMOOTHIES + SHAKES

Açai Bliss GF DF | 21 PRO/46 CARB/3 FAT — 9.99 285 cal
OJ, açai sorbet, strawberries, raspberries, vanilla collagen protein

Almond Butter GF VG | MILK, TREE NUTS | 28 PRO/25 CARB/23 FAT — 9.99 400 cal
Almond milk, almond butter, banana, chia seeds, cinnamon, chocolate whey protein

Mocha Madness GF VG | MILK | 29 PRO/72 CARB/8 FAT — 9.99 350 cal
Organic 2% milk, organic mocha latte, vanilla whey protein

The Founder DF | WHEAT, TREE NUTS | 49 PRO/48 CARB/27 FAT — 9.99 625 cal
Organic oat milk, almond butter, banana, oats, cinnamon, vanilla collagen protein

Vegan PB&B GF V | TREE NUTS, PEANUTS | 30 PRO/35 CARB/5 FAT — 9.99 435 cal
Almond milk, peanut butter, banana, LifeGreens mocha, chocolate vegan protein

DYNAMIC PERSONAL TRAINING

The Dynamic Shake GF | MILK, TREE NUTS | 41 PRO/55 CARB/6 FAT — 11.99 310 cal
Almond milk, blueberries, banana, creatine, L-glutamine, vanilla collagen protein, vanilla whey protein

---

Boost It! +1.50

Fat:		Carbs:		Protein:	
Avocado ½	12g	Açai sorbet	20g	Collagen	19g
Almond Butter	17g	Granola	17g	Isolate	20g
Peanut Butter	14g	Oats	25g	Whey/Vegan	20g

GF GLUTEN-FREE **VG** VEGETARIAN **DF** DAIRY-FREE **V** VEGAN

2,000 calories a day (1,200 to 1,400 calories for children ages 4 to 8 years) is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request.

*These menu items may contain raw or undercooked ingredients. Consuming raw or undercooked meat, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness. Regarding the safety of these items, written information is available upon request. Before placing your order, please inform a Team Member if a person in your party has a food allergy.

COFFEE + TEA

Peet's Coffee	16 oz		20 oz	
Regular Coffee	2.99	0 cal	3.99	5 cal
Baridi Cold Brew			4.99	5 cal

Espresso Drinks**	16 oz		20 oz	
Espresso (Single/Double)	1.99	15 cal	2.99	25 cal
Americano	3.99	25 cal	4.99	25 cal
Latte	3.99	200 cal	4.99	240 cal
Cappuccino	3.99	140 cal	4.99	160 cal
Mocha	3.99	410 cal	4.99	480 cal

**decaf available

Monin Flavor Shot	.99	0-60 cal

ART OF TEA®	16 oz		20 oz	
Hot Tea	2.99	0 cal	3.99	0 cal
Iced Tea			3.99	0 cal
Matcha Latte	3.99	195 cal	4.99	260 cal
Chai	3.99	195 cal	4.99	260 cal

GF GLUTEN-FREE **VG** VEGETARIAN **DF** DAIRY-FREE **V** VEGAN

2,000 calories a day (1,200 to 1,400 calories for children ages 4 to 8 years) is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request.

*These menu items may contain raw or undercooked ingredients. Consuming raw or undercooked meat, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness. Regarding the safety of these items, written information is available upon request. Before placing your order, please inform a Team Member if a person in your party has a food allergy.

BREAKFAST

Crisp Bacon & Egg* WHEAT, MILK, EGG | 31 PRO/49 CARB/44 FAT 7.99 720 cal
Cage-free eggs, bacon, Swiss, red pepper mayo, ciabatta

LT Breakfast* WHEAT, MILK, EGG | 28 PRO/44 CARB/40 FAT 12.99 650 cal
Cage-free eggs, Cajun sweet potato hash, bacon, sourdough

SW Breakfast Burrito* VG | WHEAT, MILK, EGG | 35 PRO/102 CARB/27 FAT 7.99 800 cal
Cage-free eggs, rice, black beans, red peppers, cheddar, pico de gallo, cilantro, green onion, whole-wheat tortilla

Double Avo Toast DF V | WHEAT, SESAME | 11 PRO/51 CARB/27 FAT 8.49 475 cal
Sourdough, avocado, sesame seeds, crushed red pepper flakes, evoo, salt/pepper

Maple Turkey Hash* DF | EGG | 40 PRO/41 CARB/55 FAT 11.99 805 cal
Turkey sausage, Cajun sweet potato hash, cage-free eggs, kale, maple vinaigrette

Rainforest Açai Bowl VG | WHEAT | 6 PRO/91 CARB/15 FAT 13.49 475 cal
Sambazon açai sorbet, strawberries, blueberries, banana, coconut, granola, honey

GF GLUTEN-FREE **VG** VEGETARIAN **DF** DAIRY-FREE **V** VEGAN

2,000 calories a day (1,200 to 1,400 calories for children ages 4 to 8 years) is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request.

*These menu items may contain raw or undercooked ingredients. Consuming raw or undercooked meat, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness. Regarding the safety of these items, written information is available upon request. Before placing your order, please inform a Team Member if a person in your party has a food allergy.

HANDHELDS

Choice of fruit (100 Cal) or chips (130-140 Cal). Sub coleslaw (1.99/270 cal), side salad (1.99/150 cal)

Caesar Wrap* WHEAT, MILK, EGG, FISH, SOY | 51 PRO/57 CARB/39 FAT — 12.99 — 785 cal
Chicken, Parmesan, romaine, tomato, Caesar dressing, whole-wheat tortilla

Falafel Wrap* VG | WHEAT, MILK, SESAME | 28 PRO/90 CARB/37 FAT — 12.99 — 795 cal
Falafel, hummus, romaine, tomato, cucumber, feta cheese, pickled red onion, whole-wheat tortilla, side tzatziki

Buffalo Wrap* WHEAT, MILK, EGG | 45 PRO/65 CARB/40 FAT — 12.99 — 790 cal
Chicken, coleslaw, romaine, tomato, Frank's® Red Hot, blue cheese dressing, whole-wheat tortilla

Cali Chicken WHEAT, MILK, EGG | 48 PRO/59 CARB/42 FAT — 13.99 — 790 cal
Chicken, Swiss, roasted red pepper, romaine, avocado, tomato, black pepper mayo, ciabatta

Chipotle Quesadilla* WHEAT, MILK, EGG | 49 PRO/68 CARB/48 FAT — 13.99 — 875 cal
Chicken, three-cheese, pico de gallo, green onion, chipotle ranch, whole-wheat tortilla, side pico de gallo & cilantro crema

LifeCafe Burger* EGG | 33 PRO/65 CARB/49 FAT — 13.99 — 835 cal
Beef patty, romaine, tomato, red pepper mayo, brioche bun

Cheddar (+1)	80 Cal	Bacon (+1.50)	80 cal
Swiss (+1)	110 Cal	Coleslaw (+1)	86 cal
Avocado (+1)	62 cal	Pickled Red Onion (+1)	11 cal

GF GLUTEN-FREE **VG** VEGETARIAN **DF** DAIRY-FREE **V** VEGAN

2,000 calories a day (1,200 to 1,400 calories for children ages 4 to 8 years) is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request.

*These menu items may contain raw or undercooked ingredients. Consuming raw or undercooked meat, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness. Regarding the safety of these items, written information is available upon request. Before placing your order, please inform a Team Member if a person in your party has a food allergy.

POWER BOWLS

Starting at 10.99+

Chicken*:	+3.99	185 cal	2X	+6.99	370 cal
Falafel: GF V	+3.99	120 cal	2X	+6.99	240 cal
Grass-fed Steak*:	+6.99	140 cal	2X	+12.99	280 cal

Mediterranean GF VG | MILK, SESAME | 16 PRO/90 CARB/24 FAT — 440 cal

Quinoa-rice blend, hummus, romaine, feta cheese, grape tomato, cucumber, pickled red onion, lime, tzatziki

Shoyu-Sesame V | SESAME, SOY, WHEAT | 17 PRO/88 CARB/35 FAT — 635 cal

Quinoa-rice blend, tricolor cauliflower, kale, cabbage, carrot, green onion, sesame seeds, chili flakes, shoyu-sesame glaze

Tex-Mex GF VG | MILK, EGG | 9 PRO/71 CARB/21 FAT — 385 cal

Rice, black beans, roasted red pepper, fire roasted corn, poblanos, avocado, romaine, cilantro crema, pico de gallo

2,000 calories a day (1,200 to 1,400 calories for children ages 4 to 8 years) is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request.

*These menu items may contain raw or undercooked ingredients. Consuming raw or undercooked meat, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness. Regarding the safety of these items, written information is available upon request. Before placing your order, please inform a Team Member if a person in your party has a food allergy.



GF GLUTEN-FREE

VG VEGETARIAN

DF DAIRY-FREE

V VEGAN

HAREABLES

Salsa & Guac 9.99 830 cal
de gallo, housemade guacamole, tortilla chips

tzel Nuggets 9.99 720 cal
ed pretzel nuggets, beer cheese

termelon Wedge 7.99 225 cal
h tajín & lime $1

ach Club Nachos* 15.99 1645 cal
illa chips, grilled chicken, three-cheese d, beer cheese, charred corn, poblanos, ntro crema, pico de gallo, jalapeno
+3 (235 cal) Sub shredded pork +3 (240 cal)

Street Corn Dip 9.99 765 cal
Charred corn & poblanos, cilantro crema, cotija cheese, cayenne, lime, corn tortilla chips
VG | MILK

Fresh Fruit Bowl 8.99 120 cal
Seasonal fruit
V GF DF

Popcorn Chicken 11.99 635 cal
Chicken breast, two sauces: BBQ (120 cal), Frank's Red Hot (20 cal), ranch (240 cal), chipotle ranch (220 cal), blue cheese (280 cal)
GF

GF DF VG V

2,000 calories a day (1,700 to 1,400 calories a day for children ages 4 to 8 years old) is used for general nutrition advice, but calorie needs vary. Additional nutritional information available upon request.

*These items may contain raw or undercooked ingredients. Consuming raw or undercooked meat, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness. Some menu items may contain nuts, nut oils or allergens. Before placing your order, please inform your server if a person in your party has a food allergy.



ENTREES Served with chips (110-170 cal)

Bistro Burger* 14.99 835 cal
Beef patty, romaine, tomato, red pepper mayo, brioche bun
WHEAT, MILK, EGG
2x Protein $4 | Chipotle $1 | Pickled Red Onion $1
Avocado $1 | Coleslaw $1 | Swiss $1
Bacon $1.50 | Feta $1

BBQ Sandwich 14.99 665 cal
Chicken or pork, BBQ sauce, coleslaw, brioche bun
WHEAT, MILK, EGG

Premium Sides +$1.99 | Chips & Pico 280 cal | Coleslaw 137 cal

SALADS & FLATBREADS

Southwest Salad 13.99 450 cal
Mixed greens, roasted red peppers, grape tomatoes, cucumber, red onion, charred corn, poblanos, avocado, tortilla crisps, chipotle ranch
VG GF | EGG, MILK

Chicken Caesar Salad* 14.99 735 cal
Grilled chicken, romaine, Parmesan cheese, grape tomatoes, Caesar dressing, gluten free croutons
GF | MILK, EGG, FISH, SOY

Asian BBQ Flatbread SERVES 2 20.99 1205 cal
Chicken or pork, BBQ sauce, shredded mozzarella, red onion, roasted red pepper, shoyu-sesame glaze, green onion, sesame seeds
WHEAT, MILK, SESAME

Cheese Flatbread SERVES 2 13.99 735 cal
Marinara, shredded mozzarella cheese
VG | WHEAT, MILK

Bacon $2 | Chicken $4 | Pickled red onion $1
Pineapple $1 | Pepperoni $2 | Red onion $1
Tomato $1 | Turkey sausage $2

KIDS

12 & under. Served with kiddy chips (110-210 cal) & juice (30-70 cal). Upgrade to a 12 oz sirloin for $2.4

Cheese Pizza 7.99 215 c
Naan bread, marinara, three-cheese blen
VG | WHEAT, MILK, EGG

Chicken Nuggets 7.99 315 c
Chicken breast nuggets
GF DF

Protein Pack 7.99 500 c
Cheese, hard boiled egg, hummus, grapes, na
VG | WHEAT, MILK, EGG, SESAME

Turkey & Cheddar 7.99 535 c
Turkey, cheddar cheese, black pepper mayo, brioche bun
WHEAT, MILK, EGG

Jonny Pops 2.99 50-150 c
Ask your server about today's flavors!

25 5 15 Dec PM 2:15

LIFE CAFE
POOLSIDE

HANDHELDS Served with chips (110–170 cal)

BBQ Sandwich* WHEAT, MILK, EGG — 14.99 — 665 cal
Chicken or pork, BBQ sauce, coleslaw, brioche bun

Bistro Burger* WHEAT, EGG, MILK — 14.99 — 835 cal
Beef patty, romaine, tomato, red pepper mayo, brioche bun

2x Protein	$4	Cheddar	$1	Pickled Red Onion	$1
Bacon	$1.50	Swiss	$1		
Avocado	$1	Coleslaw	$1		

FLATBREADS & SALADS

Southwest Salad VG GF | MILK, EGG — 13.99 — 450 cal
Greens, red peppers, tomato, cucumber, red onion, corn, poblanos, avocado, tortilla, chipotle ranch

Caesar Salad* GF | MILK, EGG, FISH, SOY — 14.99 — 735 cal
Chicken, romaine, Parmesan, crouton, grape tomatoes, Caesar dressing, gluten-free croutons

Asian BBQ Flatbread WHEAT, MILK, SESAME — 20.99 — 1205 cal
Chicken or pork, BBQ sauce, mozzarella, red onion, red pepper, shoyu-sesame glaze, green onion, sesame seeds
SERVES 2

Cheese Flatbread VG | WHEAT, MILK — 13.99 — 735 cal
Marinara, shredded mozzarella cheese
SERVES 2

Chicken	$4	Turkey sausage	$2	Red onion	$1
Pepperoni	$2	Pickled red onion	$1	Tomato	$1
Bacon	$2	Pineapple	$1		

Premium Sides	Chips & Pico	Coleslaw
+$1.99	280 cal	135 cal

GF	**DF**	**VG**	**V**
Gluten-Free	Dairy-Free	Vegetarian	Vegan

2,000 calories a day (1,200 to 1,400 calories for children ages 4 to 8 years) is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request.

*This item may contain raw or undercooked ingredients. Consuming raw or undercooked meat, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness. Some menu items may contain peanuts, tree nuts or dairy products. Before placing your order, please inform your server if a person in your party has a food allergy.

25 5 15 Lay. Bkfst PM 2:15

LIFE CAFE
POOLSIDE

SHAREABLES

SW Salsa & Guac V DF GF — 9.99 — 830 cal
House-made guacamole, pico de gallo, corn tortilla chips

Street Corn Dip VG GF | MILK — 9.99 — 765 cal
Charred corn, poblanos, cilantro crema, cotija cheese, cayenne, lime, corn tortilla chips

Pretzel Nuggets VG | WHEAT, MILK — 9.99 — 720 cal
Salted pretzel nuggets, beer cheese

Fresh Fruit Bowl V GF DF — 8.99 — 120 cal
Seasonal fruit

Watermelon Wedge V DF GF — 7.99 — 225 cal
With tajin & lime $1

Popcorn Chicken GF — 11.99 — 635 cal
Chicken breast, two sauces: BBQ (120 cal), Frank's Red Hot (20 cal), ranch (240 cal), chipotle ranch (220 cal), blue cheese (280 cal)

Beach Club Nachos* WHEAT, MILK — 15.99 — 1645 cal
Tortilla chips, grilled chicken, three-cheese blend, beer cheese, charred corn, poblanos, cilantro crema, pico de gallo, jalapeño
Guacamole $3 (235 cal) Sub shredded pork $3 (240 cal)

KIDS
12 & under. Served with kettle chips (110–210 cal) & juice (40–70 cal). Upgrade to a 12 oz slushie for $2.49

Cheese Pizza VG | WHEAT, MILK, EGG — 7.99 — 215 cal
Naan, marinara, three-cheese blend

Chicken Nuggets GF DF — 7.99 — 315 cal
Chicken breast nuggets

Protein Pack VG | WHEAT, MILK, EGG, SESAME — 7.99 — 500 cal
Cheese, hard boiled egg, hummus, grapes, naan

Turkey & Cheddar WHEAT, MILK, EGG — 7.99 — 535 cal
Turkey, cheddar, black pepper mayo, brioche

Jonny Pops — 2.99 — 50–150 cal
Ask your server about today's flavors!

GF	DF	VG	V
Gluten-Free	Dairy-Free	Vegetarian	Vegan

2,000 calories a day (1,200 to 1,400 calories for children ages 4 to 8 years) is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request.

*This item may contain raw or undercooked ingredients. Consuming raw or undercooked meat, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness. Some menu items may contain peanuts, tree nuts or dairy products. Before placing your order, please inform your server if a person in your party has a food allergy.

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

'25 5 22 Liq. DLLC USE ONLY

Fee:	
Job #:	347023
Date Accepted:	4-25-25
CSR:	AP

fp pending 8056083

Personal Information Questionnaire

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

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

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☐ CONTROLLING PERSON ☐ MANAGER

1. Name: Mollica (Last) Ryan (First) James (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 10 / 01 / 2008
6. Email address: rmollica@lt.life
7. Home Address [redacted]
8. Daytime phone #: 623-547-3167 Alternative phone #: 248-219-8891

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #:
2. Business Name (doing business as): LIFE TIM EFITNESS
3. Business Address: 14540 W MCDOWELL ROAD, GOODYEAR, AZ 85395, MARICOPA

'25 APR 25 AM 9:08 AZDLLC

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

DLLC USE ONLY

Fee:	22
Job #:	347023
Date Accepted:	4-25-25
CSR:	AP

fp pending 6054683

Personal Information Questionnaire

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

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

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☐ CONTROLLING PERSON ☑ MANAGER

1. Name: Mollica (Last) Ryan (First) James (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 10 / 01 / 2008
6. Email address: rmollica@lt.life
7. Home Address: [redacted]
8. Daytime phone #: 623-547-3167 Alternative phone #: 248-219-8891

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #:
2. Business Name (doing business as): LIFE TIME FITNESS
3. Business Address: 14540 W MCDOWELL ROAD, GOODYEAR, AZ 85395, MARICOPA

Individuals requiring ADA accommodations please call (602)542-2999

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

'25 5 22 Liq. Dept PM 2:44

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

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

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

SECTION 4 – BACKGROUND

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

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

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

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

Signature: _____ **Date:** 3/8/25

Individuals requiring ADA accommodations please call (602)542-2999

'25 APR 25 AM 9:38 AZDLLC

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

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

SECTION 4 – BACKGROUND

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

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☐ No ☑

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☐ No ☑

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

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

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

Signature: _____ **Date:** 3/8/25

'25 APR 25 AM 9:39 AZDLLC

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY	
Job #:	347023
Date Accepted:	4-25-25
CSR:	AP

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

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

PRINT the following information:

Date	**Name of Applicant:**
03-08-2025	Ryan Mollica
Name of Fingerprint Technician:	
Tima A. Nelson.	
Fingerprint technician's Signature:	
Tima A Nelson.	
Fingerprint technician's Agency/company Name:	**Phone Number:**
The UPS Store	623-440-6108

Type of Photo ID Provided (check one):

☒ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**

'25 APR 25 AM 9:38 AZDLLC

ALIEN STATUS

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

Type or Print with Black Ink

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

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

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

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

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Ryan Mollica

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

City Rochester Hills State MI **COUNTRY** USA

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

2) Name of document: Arizona driver license

If you answered **No**, you must complete Sections III.

Individuals requiring ADA accommodations please call (602)542-2999

'25 APR 25 AM 9:38 AZDL.LC

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

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

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

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

'25 APR 25 AM 9:38 AZBLLC

SECTION III – QUALIFIED ALIEN DECLARATION

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

N/A

Name of document provided

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

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

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

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

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

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

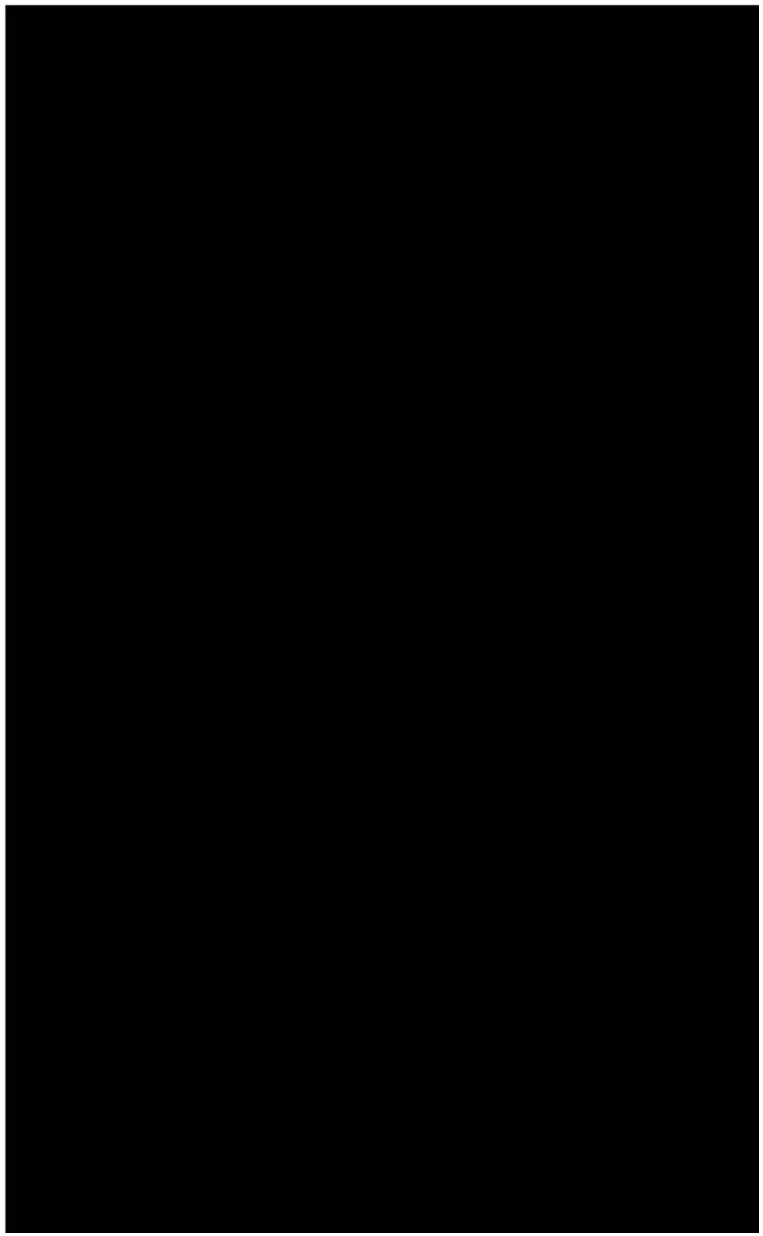
Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

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

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

Ryan Mollica		3/8/25
Print Name	**Signature**	**Date**

'25 5 22 Liar. Dept PM 2:44



Arizona Liquor Control,

When applying for the liquor I presented a license that displayed an old address, not my current address. My current address is [redacted] I just received my new license with my current address. I did not update my license when I moved into my current address until last month. I have attached pictures of my new license with my correct address.

In health,

Ryan J. Mollica

'25 5 22 Liqr. Dept PM 2:34

'25 APR 25 AM 9:35 AZDLLC

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

DLLC USE ONLY

Fee:	22
Job #:	347023
Date Accepted:	4-25-25
CSR:	AP

fp pending 805-690

Personal Information Questionnaire

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

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

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: KERZMAN (Last) STEVE (First) PAUL (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: MN
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: N/A / /
6. Email address: LICENSING@LT.LIFE
7. Home Address: [redacted]
8. Daytime phone #: 952-229-7779 Alternative phone #: N/A

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #:
2. Business Name (doing business as): LIFE TI ME FITNESS
3. Business Address: 14540 W MCDOWELL ROAD, GOODYEAR, AZ 85395, MARICOPA

Individuals requiring ADA accommodations please call (602)542-2999

'25 APR 25 AM 9:35 AZDLLC

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

Name of persons who will be handling the day to day operations: Ryan James Mollica

---

SECTION 4 – BACKGROUND

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

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

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

Signature: Steve Kerzman **Date:** 3/3/25

'25 MAY 21 Liqr. Lic. AM 8:29

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY	
Job#:	347023
Date Accepted:	5-21-25
CSR:	AP

fp pending
805-690

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.

2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.

3. Fill out the information in the boxes below. **Please print clearly.**

4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
   Do not give the applicant the fingerprint card without first sealing it inside the envelope.

5. **Write applicants name on front of sealed envelope.**

PRINT the following information:

Date	**Name of Applicant:**
5/8/25	Steve Kerzman
Name of Fingerprint Technician: Chris Holland	
Fingerprint technician's Signature:	
Fingerprint technician's Agency/company Name:	**Phone Number:** (952) 595-5600
Type of Photo ID Provided (check one):	

☒ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**

Sect 4 - #3

'25 APR 25 AM 9:35 AZDLLC

Arizona Agent Change Request

LTF Club Operations Company, Inc. ("LTF") offers the following explanation in connection with Question No. 18 of the Questionnaire on behalf of LTF the entity. Based on the phrasing of Question No. 18, it is not clear that Kayla Rae Hakel (the Agent to be designated with this filing) qualifies as a "controlling person" of LTF at the time of this submission such that this explanation would be mandated. However, in the interest of transparency, and out of an abundance of caution, LTF has elected to provide this explanation with reference to LTF, the associated entity. For clarity, this explanation, and the underlying matter, is wholly unrelated to Kayla Rae Hakel in her individual capacity. We further assume, as well, the AZ Department is already aware of the matter, and the underlying facts, described below.

On June 30, 2020 and July 1, 2020, the Arizona Department of Liquor Licenses and Control (the "AZ Department") issued an Order Summarily Suspending Liquor License for certain liquor licenses held by LTF for use at its Biltmore, Arizona (2 licenses) and Scottsdale, Arizona (1 license) health club locations, respectively ("Suspensions"). The AZ Department initiated the Suspensions based on an allegation that LTF had not ceased indoor fitness center operations as ordered by Arizona Governor Doug Ducey's Executive Order 2020-43 (issued June 29, 2020) ("Executive Order") and consistent with corresponding statutory and regulatory authorities. LTF maintained that it acted and operated in compliance with the Executive Order by either fully closing indoor fitness operations and/or availing itself of the only administrative mechanism evidently available (as stated in the Executive Order) to allow LTF to reopen its indoor fitness operations (namely, by submitting a formal attestation of compliance to the Arizona Department of Health Services on June 30, 2020).

Notably, the Executive Order did not mandate the closure of operations serving alcohol under the type of license held by LTF in Arizona (i.e., a Series 12 Restaurant License). Aside from alleging LTF failed to inactivate one license at its Biltmore, Arizona facility and one license at its Scottsdale, Arizona facility within 30 days of non-use (which was necessitated by LTF's overriding interest in complying with applicable COVID-19 risk mitigation measures requiring certain social distancing and capacity restrictions that resulted in a need to temporarily pause operations in the applicable licensed space), the AZ Department did not assert LTF was operating in violation of, or noncompliance with, alcohol beverage licensing or regulatory requirements. The AZ Department took action pursuant to the Executive Order authorizing "any regulatory agency, pursuant to their regulatory authority, to take immediate enforcement action against any business that fails to follow this Executive Order or any guidance issued by the Arizona Department of Health Services relating to COVID-19 for the protection of the public health, safety and welfare up to and including summary suspension for any license that the business holds." In short, the AZ Department took action against LTF's based on the allegation that LTF improperly resumed indoor fitness operations in contravention of the Executive Order, and not any issue with LTF's compliance with Arizona alcohol beverage licensing requirements.

For purposes of resolving the matter, and to allow LTF to resume alcohol beverage service at the Scottsdale and Biltmore facility locations, LTF entered into a Consent Agreement and Order, effective September 11, 2020. Having resolved this matter, LTF is in good standing in the State of Arizona and, in fact, recently received approval of a new Series 12 Restaurant License at its newest Arizona location (Happy Valley – Peoria on March 19, 2021) from the AZ Department without issue.

We appreciate the opportunity to provide this explanation. If you have any questions, please contact us at Licensing@Lt.Life or 952-401-2544.

SECTION 4 - BACKGROUND

41. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? - YES, Please see details of each license owned by LTF Club Operations Company Inc.

License#	State	Jurisdiction	Club Code
-Caterer's Permit	MN	Minnesota	1051
000	OR	Beaverton	1197
000-1	OR	Beaverton	1197
00260676AJ	NC	North Carolina	1143
00260676AL	NC	North Carolina	1143
00260676AN	NC	North Carolina	1143
00260937AJ	NC	North Carolina	1153
00260937AL	NC	North Carolina	1153
00260937AN	NC	North Carolina	1153
00260937MB	NC	North Carolina	1153
00296328AJ,	NC	North Carolina	1060
0085803	GA	Georgia	1058
0086224	GA	Georgia	1084
0101317 Main	GA	Georgia	1202
0101375 Rooftop	GA	Georgia	1202
0101669 3rd Floor	GA	Georgia	1202
0109512	GA	Georgia	1082
0109544	GA	Georgia	1132
0113391 - 5600	GA	Georgia	1108
0114562	GA	Georgia	1249
012070008971	AZ	Arizona	1055
012070011351	AZ	Arizona	1179
012070011466	AZ	Arizona	1179
013436496	VA	Virginia	1133
013447835	VA	Virginia	1229
023980-2022	OK	Tulsa	1099
0267-24-134560	NY	New York	1251
0267-24-134560-01	NY	New York	1251
0267-25-105368	NY	New York	1247
03-08853	CO	Colorado	1177
03-18256 City and	CO	Glendale/Colorado	1219
03-19284	CO	Colorado	1097
03-20838	CO	Wheat Ridge	1232
04422-RS-0160	MA	Burlington	1154
06183-RS-0956	MA	Peabody	1181
0854813L	CO	Colorado Springs	1097
10106065	AZ	Phoenix	1055
10107532	AZ	Phoenix	1179
10107537	AZ	Phoenix	1179
105183359	TX	Texas	1079
105189928	TX	Texas	1063
105243744	TX	Texas	1046
105347154	TX	Texas	1172
105706154 /	TX	Collin	1053
106023853	TX	Texas	1170
1066-Alcohol-3.2	MN	Minnetonka	1066

RECEIVED
2025 APR 22 P 2:43

107142462	TX	Texas	1200
1074-Alcohol-	MN	Saint Louis Park	1074
1075 -	AZ	Arizona	1196
10967937 Owner	AL	Alabama	1101
119890 &119891	MO	Saint Louis	1081
119943 & 119944	MO	Saint Louis	1180
1249438	GA	De Kalb	1249
1278352 &	NY	New York	1136
1292425	NY	New York	1147
1294316	NY	New York	1500
1331-33-030-013	NJ	New Jersey	1188
1345349	NY	New York	1182
1356615 901	NY	New York	1182
13693	GA	Alpharetta	1058
14166	GA	Johns Creek	1084
17-51	TN	Franklin	1157
175244	CA	California	1254
1A-1141887	IL	Illinois	1155
1A-1147261	IL	Illinois	1176
1A-1149903	IL	Illinois	1199
1A-1152182	IL	Illinois	1178
1A-1500398 [State]	IL	Illinois	1083
1A-1503816	IL	Illinois	1264
200094735	TX	Texas	1198
200109655	TX	Texas	1040
200135733	TX	Texas	1053
2004004-LIQ-142	NV	Clark	1093
2014303103	NV	Henderson	1141
2018-140199	TX	Houston	1170
2019-149079	TX	Houston	1171
2022320943	NV	Henderson	1141
2023 - 20	WI	Brookfield	1184
2023-1668	MO	Frontenac	1180
2024-150L [City]	IL	Vernon Hills	1083
2024-3422 BW	GA	Peachtree Corners	1132
2024-36	MN	Minnesota	1262
2024-4034 Distilled	GA	Peachtree Corners	1132
2025-13	MN	Chanhassen	1051
2025-20	MN	Rosemount	1241
2031783	AZ	Scottsdale	1235
23-20	MO	Ellisville	1081
24-104248	GA	Sandy Springs	1108
25-568	MN	Eden Prairie	1075
25-L0967	IL	Lake Zurich	1178
250-100048002802	NY	New York	1500
25LIQA-0002	IL	Evanston	1264
2823101	IL	Chicago	1199

25 5 22 Liq. Dept PM 2:43

2823344	IL	Chicago	1199
307777	MO	Missouri	1266
345	TX	Plano	1130
42637	MN	Minnesota	1072
4702001 - 03-	CO	Colorado	1094
4703167 (03-	CO	Colorado	1094
4710082	CO	Westminster	1092
48611 and 47430	NC	Wake	1060
552 (City) & 03-	CO	Colorado	1068
566-MB-RM864958	TX	Plano	1036
585411	CA	California	1145
585561	CA	California	1137
597704	CA	California	1193
6015903	NY	New York	1136
6066	KS	Kansas	1098
637248	CA	California	1221
638435	CA	California	1140
647740	CA	California	1183
656549	CA	California	1254
656549-1	CA	California	1254
727366	OK	Oklahoma	1099
72934	MN	Minnesota	1175
72935	MN	Minnesota	1175
76653	MN	Minnesota	1007
79952	MN	Minnesota	1262
8159	KS	Kansas	1057
891468, Serial	NY	New York	1207
91618	VA	Virginia	1086
9194, 9205, 9236	MN	White Bear Lake	1089
96105 Iden 24351	MN	Minnesota	1089
978183	TX	Bexar	1079
98122	VA	Virginia	1156
ABCC #03484-RS-	MA	Newton	1160
ABLP 0005393	TX	Houston	1038
ABLP-0001897	TX	Houston	1200
ABLP-0004714	TX	Houston	1080
ABLP-0005242	TX	Houston	1038
Account 212154	NC	City County Tax	1153
ALCLIC25-001039	GA	Woodstock	1082
ALCO-0922-16400	GA	Atlanta	1202
ALCO-0922-16401	GA	Atlanta	1202
ALCO-0922-16402	GA	Atlanta	1202
Alcohol - City	MN	Bloomington	1007
BAW-000133-2024	NC	Raleigh	1143
BEV2301107	FL	Florida	1173
BEV2336700	FL	Florida	1173
BEV2337723	FL	Florida	1190

'25 5 22 Liqr. Bkrt PM 2:42

BEV3913581	FL	Florida	1250
BEV6014438	FL	Florida	1078
BEV6018503	FL	Florida	1189
BG-200144808	TX	Texas	1130
BUS-29481 - AL-	OK	Oklahoma City	1163
BW0094457	IA	Iowa	1138
Caterer's IDEN	MN	Minnesota	1064
Caterer's Permit	MN	Minnesota	1074
Caterer's Permit:	MN	Minnesota	1075
Caterer's Permit:	MN	Minnesota	1089
CBWLFV27779	MD	Montgomery	1146
City 105232466	TX	Dallas	1090
City 2017-125071	TX	Houston	1172
City 2019-149479	TX	Houston	1080
City 8159	KS	Overland Park	1057
City Tax 32049	TX	San Antonio	1079
County 105232466	TX	John R. Ames, CTA Tax	1090
County 105243744	TX	Fort Bend	1046
County 200144808	TX	Collin	1130
County BG987606	TX	Ann Harris Bennett Tax	1080
County MB1043940	TX	Harris	1170
County MB1068143	TX	Harris	1171
County MB1124574	TX	Harris	1200
County	TX	Denton	1185
County Tax	TX	Collin	1036
Cust #3389	TX	Fort Worth	1166
D5 & D6 #4949271-	OH	Ohio	1062
D5 & D6	OH	Ohio	1059
D5 & D6 4949271	OH	Ohio	1095
FRA: LIQ240017	MA	Framingham	1148
IDEN: 68565	MN	Minnesota	1064
L-000478430	MI	Michigan	1026
LBDRST-WIL-	TN	Tennessee	1157
LBDWIO-SHE-	TN	Tennessee	1087
Lic # Changes Each	OR	Oregon	1197
LIC79808	MN	Minneapolis	1072
License #: 571203	CA	California	1152
LIQ-46	CO	Broomfield	1177
LIQ23-00001961	IL	Northbrook	1155
Liquor License #03-	CO	Colorado	1092
LIQUOR22-32828	KS	Lenexa	1098
LIR.0021292	CT	Connecticut	1238
LL-43	IL	Oak Brook	1176
LSL818000	ON	Ontario	1142
LSL818008	ON	Ontario	1149
LSL818009	ON	Ontario	1105
M200068212-26	TX	McKinney	1234

25 5 22 Liqr. Dept RM 2:42

MB - A21-00089	TX	Frisco	1185
MB -200094731	TX	Texas	1220
MB -200120642	TX	Texas	1225
MB -200127344	TX	Texas	1233
MB 200103579	TX	Texas	1043
MB 200109655	TX	Texas	1040
MB-103825037	TX	Texas	1036
MB-105788479	TX	Texas	1168
MB-200113611	TX	Texas	1038
MB1026221	TX	Texas	1166
MB1028684 County	TX	Harris	1168
MB105800383	TX	Tarrant	1166
MB1068143	TX	Texas	1171
MB200040864 State	TX	Texas	1185
MB200068212	TX	Texas	1234
MB200098542	TX	Texas	1106
MB994961 County	TX	Harris	1172
MI2425	MN	Lakeville	1064
MXB 790500	OK	Oklahoma	1163
n/a	OR	Beaverton	1197
PR0107494	NV	SNHD - Southern	1141
RARE 2023-50560	MN	Edina	1175
Retailer's Card	MN	Minnesota	1066
Retailer's ID Card:	MN	Minnesota	1075
RETAILER'S ID	MN	Minnesota	1051
Retailers Card:	MN	Minnesota	1074
Rooftop Bistro	MN	Edina	1175
Serial #1285046	NY	New York	1100
SSLIC25-00599	GA	Woodstock	1082
State 105232466	TX	Texas	1090
State	MO	Missouri	1081
State	MO	Missouri	1180
State MB	TX	Texas	1080
SUP2021-00021	KS	Overland Park	1057
W2324	MN	Minnesota	1064
Wine License On	MN	Minnesota	1089

Total Licenses 223

Printed: Monday, May 19, 2025 8:12:31 AM

Signature: Eric Buss (May 21, 2025 11:17 CDT)

Email: EBuss@lt.life

Eric Buss

Signature: Stuart McFarland

Email: smcfarland@lt.life

Stuart Douglas McFarland

Signature: Erik Lindseth

Email: ELindseth@lt.life

Erik Andrew Lindseth

Signature: Steve Kerzman

Email: skerzman@lt.life

Steve Paul Kerzman

'25 5 22 Liv. Bert 2:43

'25 APR 25 AM 9:36 AZDLLC

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

DLLC USE ONLY

Fee:	22
Job #:	347022
Date Accepted:	4-25-25
CSR:	AP

fp pending
805-690

Personal Information Questionnaire

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

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

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: MCFARLAND STUART DOUGLAS
   (Last / First / Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: MN
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: N/A / /
6. Email address: LICENSING@LT.LIFE
7. Home Address: [redacted]
8. Daytime phone #: 952-401-2511 Alternative phone #: N/A

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #:
2. Business Name (doing business as): LIFE TIME FITNESS
3. Business Address: 14540 W MCDOWELL ROAD, GOODYEAR, AZ 85395, MARICOPA

'25 APR 25 AM 9:06 AZDLLC

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

Name of persons who will be handling the day to day operations: Ryan James Mollica

---

SECTION 4 – BACKGROUND

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

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

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

Signature: _____ **Date:** 4/7/2025

'25 MAY 16 AM 9:17 AZDLLC

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY

Job #:	347023
Date Accepted:	5-16-25
CSR:	AP

fp pending
805-690

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

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

PRINT the following information:

Date 5/8/25	**Name of Applicant:** Stuart McFarland
Name of Fingerprint Technician: Chris Holland	
Fingerprint technician's Signature	
Fingerprint technician's Agency/company Name:	**Phone Number:** (952) 595-5800

VERIFY NOW FINGERPRINTING MOBILE ELECTRONIC FINGERPRINTING
8120 Penn Ave S 454
Bloomington, MN
55431

Type of Photo ID Provided (check one):

☑ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**

Individuals requiring ADA accommodations please call (602)542-2999

Sect 4 - #3

'25 APR 25 AM 9:06 AZDLLC

Arizona Agent Change Request

LTF Club Operations Company, Inc. ("LTF") offers the following explanation in connection with Question No. 18 of the Questionnaire on behalf of LTF the entity. Based on the phrasing of Question No. 18, it is not clear that Kayla Rae Hakel (the Agent to be designated with this filing) qualifies as a "controlling person" of LTF at the time of this submission such that this explanation would be mandated. However, in the interest of transparency, and out of an abundance of caution, LTF has elected to provide this explanation with reference to LTF, the associated entity. For clarity, this explanation, and the underlying matter, is wholly unrelated to Kayla Rae Hakel in her individual capacity. We further assume, as well, the AZ Department is already aware of the matter, and the underlying facts, described below.

On June 30, 2020 and July 1, 2020, the Arizona Department of Liquor Licenses and Control (the "AZ Department") issued an Order Summarily Suspending Liquor License for certain liquor licenses held by LTF for use at its Biltmore, Arizona (2 licenses) and Scottsdale, Arizona (1 license) health club locations, respectively ("Suspensions"). The AZ Department initiated the Suspensions based on an allegation that LTF had not ceased indoor fitness center operations as ordered by Arizona Governor Doug Ducey's Executive Order 2020-43 (issued June 29, 2020) ("Executive Order") and consistent with corresponding statutory and regulatory authorities. LTF maintained that it acted and operated in compliance with the Executive Order by either fully closing indoor fitness operations and/or availing itself of the only administrative mechanism evidently available (as stated in the Executive Order) to allow LTF to reopen its indoor fitness operations (namely, by submitting a formal attestation of compliance to the Arizona Department of Health Services on June 30, 2020).

Notably, the Executive Order did not mandate the closure of operations serving alcohol under the type of license held by LTF in Arizona (i.e., a Series 12 Restaurant License). Aside from alleging LTF failed to inactivate one license at its Biltmore, Arizona facility and one license at its Scottsdale, Arizona facility within 30 days of non-use (which was necessitated by LTF's overriding interest in complying with applicable COVID-19 risk mitigation measures requiring certain social distancing and capacity restrictions that resulted in a need to temporarily pause operations in the applicable licensed space), the AZ Department did not assert LTF was operating in violation of, or noncompliance with, alcohol beverage licensing or regulatory requirements. The AZ Department took action pursuant to the Executive Order authorizing "any regulatory agency, pursuant to their regulatory authority, to take immediate enforcement action against any business that fails to follow this Executive Order or any guidance issued by the Arizona Department of Health Services relating to COVID-19 for the protection of the public health, safety and welfare up to and including summary suspension for any license that the business holds." In short, the AZ Department took action against LTF's based on the allegation that LTF improperly resumed indoor fitness operations in contravention of the Executive Order, and not any issue with LTF's compliance with Arizona alcohol beverage licensing requirements.

For purposes of resolving the matter, and to allow LTF to resume alcohol beverage service at the Scottsdale and Biltmore facility locations, LTF entered into a Consent Agreement and Order, effective September 11, 2020. Having resolved this matter, LTF is in good standing in the State of Arizona and, in fact, recently received approval of a new Series 12 Restaurant License at its newest Arizona location (Happy Valley – Peoria on March 19, 2021) from the AZ Department without issue.

We appreciate the opportunity to provide this explanation. If you have any questions, please contact us at Licensing@Lt.Life or 952-401-2544.

SECTION 4 - BACKGROUND

#1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? - YES, Please see details of each license owned by LTF Club Operations Company Inc.

License#	State	Jurisdiction	Club Code
-Caterer's Permit	MN	Minnesota	1051
000	OR	Beaverton	1197
000-1	OR	Beaverton	1197
00260676AJ	NC	North Carolina	1143
00260676AL	NC	North Carolina	1143
00260676AN	NC	North Carolina	1143
00260937AJ	NC	North Carolina	1153
00260937AL	NC	North Carolina	1153
00260937AN	NC	North Carolina	1153
00260937MB	NC	North Carolina	1153
00296328AJ,	NC	North Carolina	1060
0085803	GA	Georgia	1058
0086224	GA	Georgia	1084
0101317 Main	GA	Georgia	1202
0101375 Rooftop	GA	Georg la	1202
0101669 3rd Floor	GA	Georgia	1202
0109512	GA	Georgia	1082
0109544	GA	Georgia	1132
0113391 - 5600	GA	Georgia	1108
0114562	GA	Georgia	1249
012070008971	AZ	Arizona	1055
012070011351	AZ	Arizona	1179
012070011466	AZ	Arizona	1179
013436496	VA	Virginia	1133
013447835	VA	Virginia	1229
023980-2022	OK	Tulsa	1099
0267-24-134560	NY	New York	1251
0267-24-134560-01	NY	New York	1251
0267-25-105368	NY	New York	1247
03-08853	CO	Colorado	1177
03-18256 City and	CO	Glendale/Colorado	1219
03-19284	CO	Colorado	1097
03-20838	CO	Wheat Ridge	1232
04422-RS-0160	MA	Burlington	1154
06183-RS-0956	MA	Peabody	1181
0854813L	CO	Colorado Springs	1097
10106065	AZ	Phoenix	1055
10107532	AZ	Phoenix	1179
10107537	AZ	Phoenix	1179
105183359	TX	Texas	1079
105189928	TX	Texas	1063
105243744	TX	Texas	1046
105347154	TX	Texas	1172
105706154 /	TX	Collin	1053
106023853	TX	Texas	1170
1066-Alcohol-3.2	MN	Minnetonka	1066

'23 5 22 LIQ. DEPT PM 2:43

107142462	TX	Texas	1200
1074-Alcohol-	MN	Saint Louis Park	1074
1075 -	AZ	Arizona	1196
10967937 Owner	AL	Alabama	1101
119890 &119891	MO	Saint Louis	1081
119943 & 119944	MO	Saint Louis	1180
1249438	GA	De Kalb	1249
1278352 &	NY	New York	1136
1292425	NY	New York	1147
1294316	NY	New York	1500
1331-33-030-013	NJ	New Jersey	1188
1345349	NY	New York	1182
1356615 901	NY	New York	1182
13693	GA	Alpharetta	1058
14166	GA	Johns Creek	1084
17-51	TN	Franklin	1157
175244	CA	Cali fornia	1254
1A-1141887	IL	Illinois	1155
1A-1147261	IL	Illinois	1176
1A-1149903	IL	Illinois	1199
1A-1152182	IL	Illinois	1178
1A-1500398 [State]	IL	Illinois	1083
1A-1503816	IL	Illinois	1264
200094735	TX	Texas	1198
200109655	TX	Texas	1040
200135733	TX	Texas	1053
2004004-LIQ-142	NV	Clark	1093
2014303103	NV	Henderson	1141
2018-140199	TX	Houston	1170
2019-149079	TX	Houston	1171
2022320943	NV	Henderson	1141
2023 - 20	WI	Brookfield	1184
2023-1668	MO	Frontenac	1180
2024-150L [City]	IL	Vernon Hills	1083
2024-3422 BW	GA	Peachtree Corners	1132
2024-36	MN	Minnesota	1262
2024-4034 Distilled	GA	Peachtree Corners	1132
2025-13	MN	Chanhassen	1051
2025-20	MN	Rosemount	1241
2031783	AZ	Scottsdale	1235
23-20	MO	Ellisville	1081
24-104248	GA	Sandy Springs	1108
25-568	MN	Eden Prairie	1075
25-L0967	IL	Lake Zurich	1178
250-100048002802	NY	New York	1500
25LIQA-0002	IL	Evanston	1264
2823101	IL	Chicago	1199

25 5 22 Liq. Rept PM 2:43

2823344	IL	Chicago	1199
307777	MO	Missouri	1266
345	TX	Plano	1130
42637	MN	Minnesota	1072
4702001 - 03-	CO	Colorado	1094
4703167 (03-	CO	Colorado	1094
4710082	CO	Westminster	1092
48611 and 47430	NC	Wake	1060
552 (City) & 03-	CO	Colorado	1068
566-MB-RM864958	TX	Plano	1036
585411	CA	California	1145
585561	CA	California	1137
597704	CA	California	1193
6015903	NY	New York	1136
6066	KS	Kansas	1098
637248	CA	California	1221
638435	CA	California	1140
647740	CA	California	1183
656549	CA	California	1254
656549-1	CA	California	1254
727366	OK	Oklahoma	1099
72934	MN	Minnesota	1175
72935	MN	Minnesota	1175
76653	MN	Minnesota	1007
79952	MN	Minnesota	1262
8159	KS	Kansas	1057
891468, Serial	NY	New York	1207
91618	VA	Virginia	1086
9194, 9205, 9236	MN	White Bear Lake	1089
96105 Iden 24351	MN	Minnesota	1089
978183	TX	Bexar	1079
98122	VA	Virginia	1156
ABCC #03484-RS-	MA	Newton	1160
ABLP 0005393	TX	Houston	1038
ABLP-0001897	TX	Houston	1200
ABLP-0004714	TX	Houston	1080
ABLP-0005242	TX	Houston	1038
Account 212154	NC	City County Tax	1153
ALCLIC25-001039	GA	Woodstock	1082
ALCO-0922-16400	GA	Atlanta	1202
ALCO-0922-16401	GA	Atlanta	1202
ALCO-0922-16402	GA	Atlanta	1202
Alcohol - City	MN	Bloomington	1007
BAW-000133-2024	NC	Raleigh	1143
BEV2301107	FL	Florida	1173
BEV2336700	FL	Florida	1173
BEV2337723	FL	Florida	1190

BEV3913581	FL	Florida	1250
BEV6014438	FL	Florida	1078
BEV6018503	FL	Florida	1189
BG-200144808	TX	Texas	1130
BUS-29481 - AL-	OK	Oklahoma City	1163
BW0094457	IA	Iowa	1138
Caterer's IDEN	MN	Minnesota	1064
Caterer's Permit	MN	Minnesota	1074
Caterer's Permit:	MN	Minnesota	1075
Caterer's Permit:	MN	Minnesota	1089
CBWLFV27779	MD	Montgomery	1146
City 105232466	TX	Dallas	1090
City 2017-125071	TX	Houston	1172
City 2019-149479	TX	Houston	0
City 8159	KS	Overland Park	7
City Tax 32049	TX	San Antonio	1079
County 105232466	TX	John R. Ames, CTA Tax	1090
County 105243744	TX	Fort Bend	1046
County 200144808	TX	Collin	1130
County BG987606	TX	Ann Harris Bennett Tax	1080
County MB1043940	TX	Harris	1170
County MB1068143	TX	Harris	1171
County MB1124574	TX	Harris	1200
County	TX	Denton	1185
County Tax	TX	Collin	1036
Cust #3389	TX	Fort Worth	1166
D5 & D6 #4949271-	OH	Ohio	1062
D5 & D6	OH	Ohio	1059
D5 & D6 4949271	OH	Ohio	1095
FRA: LIQ240017	MA	Framingham	1148
IDEN: 68565	MN	Minnesota	1064
L-000478430	MI	Michigan	1026
LBDRST-WIL-	TN	Tennessee	1157
LBDWIO-SHE-	TN	Tennessee	1087
Lic # Changes Each	OR	Oregon	1197
LIC79808	MN	Minneapolis	1072
License #: 571203	CA	California	1152
LIQ-46	CO	Broomfield	1177
LIQ23-00001961	IL	Northbrook	1155
Liquor License #03-	CO	Colorado	1092
LIQUOR22-32828	KS	Lenexa	1098
LIR.0021292	CT	Connecticut	1238
LL-43	IL	Oak Brook	1176
LSL818000	ON	Ontario	1142
LSL818008	ON	Ontario	1149
LSL818009	ON	Ontario	1105
M200068212-26	TX	McKinney	1234

MB - A21-00089	TX	Frisco	1185
MB -200094731	TX	Texas	1220
MB -200120642	TX	Texas	1225
MB -200127344	TX	Texas	1233
MB 200103579	TX	Texas	1043
MB 200109655	TX	Texas	1040
MB-103825037	TX	Texas	1036
MB-105788479	TX	Texas	1168
MB-200113611	TX	Texas	1038
MB1026221	TX	Texas	1166
MB1028684 County	TX	Harris	1168
MB105800383	TX	Tarrant	1166
MB1068143	TX	Texas	1171
MB200040864 State	TX	Texas	1185
MB200068212	TX	Texas	1234
MB200098542	TX	Texas	1106
MB994961 County	TX	Harris	1172
ML2425	MN	Lakeville	1064
MXB 790500	OK	Oklahoma	1163
n/a	OR	Beaverton	1197
PR0107494	NV	SNHD - Southern	1141
RARE 2023-50560	MN	Edina	1175
Retailer's Card	MN	Minnesota	1066
Retailer's ID Card:	MN	Minnesota	1075
RETAILER'S ID	MN	Minnesota	1051
Retailers Card:	MN	Minnesota	1074
Rooftop Bistro	MN	Edina	1175
Serial #1285046	NY	New York	1100
SSLIC25-00599	GA	Woodstock	1082
State 105232466	TX	Texas	1090
State	MO	Missouri	1081
State	MO	Missouri	1180
State MB	TX	Texas	1080
SUP2021-00021	KS	Overland Park	1057
W2324	MN	Minnesota	1064
Wine License On	MN	Minnesota	1089

Total Licenses 223

Printed: Monday, May 19, 2025 8:12:31 AM

Signature: Eric Buss (May 21, 2025 11:17 CDT)

Email: EBuss@lt.life

Eric Buss

Signature: Stuart McFarland

Email: smcfarland@lt.life

Stuart Douglas McFarland

Signature: Erik Lindseth

Email: ELindseth@lt.life

Erik Andrew Lindseth

Signature: Steve Kerzman

Email: skerzman@lt.life

Steve Paul Kerzman

'25 5 22 Liqr. Bkgd PM 2:43

'25 APR 25 AM 9:37 AZDLLC

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

DLLC USE ONLY

Fee:	22
Job #:	347023
Date Accepted:	4-25-25
CSR:	AP

fp pending 805-6083

Personal Information Questionnaire

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

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

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: BUSS ERIC [redacted]
   Last First Middle
2. Social Security #: [redacted] Birth Date: [redacted]
   (NOT a public record) (NOT a public record)
3. Driver's License #: [redacted] State Issued: MN
   (NOT a public record)
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: N/A / /
6. Email address: LICENSING@LT.LIFE
7. Home Address: [redacted]
8. Daytime phone #: 952-947-0000 Alternative phone #: N/A

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #:
2. Business Name (doing business as): LIFE TIME FITNESS
3. Business Address: 14540 W MCDOWELL ROAD, GOODYEAR, AZ 85395, MARICOPA

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

Name of persons who will be handling the day to day operations: Ryan James Hollies

---

SECTION 4 – BACKGROUND

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

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? Yes ☑ No

   See Attached list in supporting docs

2. Have you been cited, arrested, indicted, convicted, or required to appear in court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past 5 years? Yes ☐ No ☑

3. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last 5 years? *A.R.S.§4-202(D* Yes ☑ No

   See Attached

4. Have you had ANY administrative law citations, compliance actions, or consents, in any jurisdiction in the past 5 years? (Do not include civil traffic tickets) Yes ☐ No ☑
   A.R.S.§4-202,4-210
   **Administrative Law Violations are any civil penalties, fines, suspension, or revocations of your liquor license.*

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

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

Signature: _____ **Date:** 4/8/25

No Payment

'25MAY 16 AM 9:18 AZDLLC

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY

Job #:	341023
Date Accepted:	5-16-25
CSR:	AP

fp pending
805-690

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

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

PRINT the following information:

Date 5/8/25	**Name of Applicant:** Eric Buss
Name of Fingerprint Technician: Chris Holland	
Fingerprint technician's Signature:	
Fingerprint technician's Agency/company Name:	**Phone Number:** (952) 595 5881 8120 Penn Ave S 454 Bloomington, MN 55431

Type of Photo ID Provided (check one):

☒ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**

Individuals requiring ADA accommodations please call (602)542-2999

Sect 4 - #3

'25 APR 25 AM 9:37 AZDLLC

Arizona Agent Change Request

LTF Club Operations Company, Inc. ("LTF") offers the following explanation in connection with Question No. 18 of the Questionnaire on behalf of LTF the entity. Based on the phrasing of Question No. 18, it is not clear that Kayla Rae Hakel (the Agent to be designated with this filing) qualifies as a "controlling person" of LTF at the time of this submission such that this explanation would be mandated. However, in the interest of transparency, and out of an abundance of caution, LTF has elected to provide this explanation with reference to LTF, the associated entity. For clarity, this explanation, and the underlying matter, is wholly unrelated to Kayla Rae Hakel in her individual capacity. We further assume, as well, the AZ Department is already aware of the matter, and the underlying facts, described below.

On June 30, 2020 and July 1, 2020, the Arizona Department of Liquor Licenses and Control (the "AZ Department") issued an Order Summarily Suspending Liquor License for certain liquor licenses held by LTF for use at its Biltmore, Arizona (2 licenses) and Scottsdale, Arizona (1 license) health club locations, respectively ("Suspensions"). The AZ Department initiated the Suspensions based on an allegation that LTF had not ceased indoor fitness center operations as ordered by Arizona Governor Doug Ducey's Executive Order 2020-43 (issued June 29, 2020) ("Executive Order") and consistent with corresponding statutory and regulatory authorities. LTF maintained that it acted and operated in compliance with the Executive Order by either fully closing indoor fitness operations and/or availing itself of the only administrative mechanism evidently available (as stated in the Executive Order) to allow LTF to reopen its indoor fitness operations (namely, by submitting a formal attestation of compliance to the Arizona Department of Health Services on June 30, 2020).

Notably, the Executive Order did not mandate the closure of operations serving alcohol under the type of license held by LTF in Arizona (i.e., a Series 12 Restaurant License). Aside from alleging LTF failed to inactivate one license at its Biltmore, Arizona facility and one license at its Scottsdale, Arizona facility within 30 days of non-use (which was necessitated by LTF's overriding interest in complying with applicable COVID-19 risk mitigation measures requiring certain social distancing and capacity restrictions that resulted in a need to temporarily pause operations in the applicable licensed space), the AZ Department did not assert LTF was operating in violation of, or noncompliance with, alcohol beverage licensing or regulatory requirements. The AZ Department took action pursuant to the Executive Order authorizing "any regulatory agency, pursuant to their regulatory authority, to take immediate enforcement action against any business that fails to follow this Executive Order or any guidance issued by the Arizona Department of Health Services relating to COVID-19 for the protection of the public health, safety and welfare up to and including summary suspension for any license that the business holds." In short, the AZ Department took action against LTF's based on the allegation that LTF improperly resumed indoor fitness operations in contravention of the Executive Order, and not any issue with LTF's compliance with Arizona alcohol beverage licensing requirements.

For purposes of resolving the matter, and to allow LTF to resume alcohol beverage service at the Scottsdale and Biltmore facility locations, LTF entered into a Consent Agreement and Order, effective September 11, 2020. Having resolved this matter, LTF is in good standing in the State of Arizona and, in fact, recently received approval of a new Series 12 Restaurant License at its newest Arizona location (Happy Valley – Peoria on March 19, 2021) from the AZ Department without issue.

We appreciate the opportunity to provide this explanation. If you have any questions, please contact us at Licensing@Lt.Life or 952-401-2544.

SECTION 4 - BACKGROUND

#1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? - YES, Please see details of each license owned by LTF Club Operations Company Inc.

License#	State	Jurisdiction	Club Code
-Caterer's Permit	MN	Minnesota	1051
000	OR	Beaverton	1197
000-1	OR	Beaverton	1197
00260676AJ	NC	North Carolina	1143
00260676AL	NC	North Carolina	1143
00260676AN	NC	North Carolina	1143
00260937AJ	NC	North Carolina	1153
00260937AL	NC	North Carolina	1153
00260937AN	NC	North Carolina	1153
00260937MB	NC	North Carolina	1153
00296328AJ,	NC	North Carolina	1060
0085803	GA	Georgia	1058
0086224	GA	Georgia	1084
0101317 Main	GA	Georgia	1202
0101375 Rooftop	GA	Georgia	1202
0101669 3rd Floor	GA	Georgia	1202
0109512	GA	Georgia	1082
0109544	GA	Georgia	1132
0113391 - 5600	GA	Georgia	1108
0114562	GA	Georgia	1249
012070008971	AZ	Arizona	1055
012070011351	AZ	Arizona	1179
012070011466	AZ	Arizona	1179
013436496	VA	Virginia	1133
013447835	VA	Virginia	1229
023980-2022	OK	Tulsa	1099
0267-24-134560	NY	New York	1251
0267-24-134560-01	NY	New York	1251
0267-25-105368	NY	New York	1247
03-08853	CO	Colorado	1177
03-18256 City and	CO	Glendale/Colorado	1219
03-19284	CO	Colorado	1097
03-20838	CO	Wheat Ridge	1232
04422-RS-0160	MA	Burlington	1154
06183-RS-0956	MA	Peabody	1181
0854813L	CO	Colorado Springs	1097
10106065	AZ	Phoenix	1055
10107532	AZ	Phoenix	1179
10107537	AZ	Phoenix	1179
105183359	TX	Texas	1079
105189928	TX	Texas	1063
105243744	TX	Texas	1046
105347154	TX	Texas	1172
105706154 /	TX	Collin	1053
106023853	TX	Texas	1170
1066-Alcohol-3.2	MN	Minnetonka	1066

107142462	TX	Texas	1200
1074-Alcohol-	MN	Saint Louis Park	1074
1075 -	AZ	Arizona	1196
10967937 Owner	AL	Alabama	1101
119890 &119891	MO	Saint Louis	1081
119943 & 119944	MO	Saint Louis	1180
1249438	GA	De Kalb	1249
1278352 &	NY	New York	1136
1292425	NY	New York	1147
1294316	NY	New York	1500
1331-33-030-013	NJ	New Jersey	1188
1345349	NY	New York	1182
1356615 901	NY	New York	1182
13693	GA	Alpharetta	1058
14166	GA	Johns Creek	1084
17-51	TN	Franklin	1157
175244	CA	California	1254
1A-1141887	IL	Illinois	1155
1A-1147261	IL	Illinois	1176
1A-1149903	IL	Illinois	1199
1A-1152182	IL	Illinois	1178
1A-1500398 [State]	IL	Illinois	1083
1A-1503816	IL	Illinois	1264
200094735	TX	Texas	1198
200109655	TX	Texas	1040
200135733	TX	Texas	1053
2004004-LIQ-142	NV	Clark	1093
2014303103	NV	Henderson	1141
2018-140199	TX	Houston	1170
2019-149079	TX	Houston	1171
2022320943	NV	Henderson	1141
2023 - 20	WI	Brookfield	1184
2023-1668	MO	Frontenac	1180
2024-150L [City]	IL	Vernon Hills	1083
2024-3422 BW	GA	Peachtree Corners	1132
2024-36	MN	Minnesota	1262
2024-4034 Distilled	GA	Peachtree Corners	1132
2025-13	MN	Chanhassen	1051
2025-20	MN	Rosemount	1241
2031783	AZ	Scottsdale	1235
23-20	MO	Ellisville	1081
24-104248	GA	Sandy Springs	1108
25-568	MN	Eden Prairie	1075
25-L0967	IL	Lake Zurich	1178
250-100048002802	NY	New York	1500
25LIQA-0002	IL	Evanston	1264
2823101	IL	Chicago	1199

25 5 22 LIQ. DEPT PM 2:43

2823344	IL	Chicago	1199
307777	MO	Missouri	1266
345	TX	Plano	1130
42637	MN	Minnesota	1072
4702001 - 03-	CO	Colorado	1094
4703167 (03-	CO	Colorado	1094
4710082	CO	Westminster	1092
48611 and 47430	NC	Wake	1060
552 (City) & 03-	CO	Colorado	1068
566-MB-RM864958	TX	Plano	1036
585411	CA	California	1145
585561	CA	California	1137
597704	CA	California	1193
6015903	NY	New York	1136
6066	KS	Kansas	1098
637248	CA	California	1221
638435	CA	California	1140
647740	CA	California	1183
656549	CA	California	1254
656549-1	CA	California	1254
727366	OK	Oklahoma	1099
72934	MN	Minnesota	1175
72935	MN	Minnesota	1175
76653	MN	Minnesota	1007
79952	MN	Minnesota	1262
8159	KS	Kansas	1057
891468, Serial	NY	New York	1207
91618	VA	Virginia	1086
9194, 9205, 9236	MN	White Bear Lake	1089
96105 Iden 24351	MN	Minnesota	1089
978183	TX	Bexar	1079
98122	VA	Virginia	1156
ABCC #03484-RS-	MA	Newton	1160
ABLP 0005393	TX	Houston	1038
ABLP-0001897	TX	Houston	1200
ABLP-0004714	TX	Houston	1080
ABLP-0005242	TX	Houston	1038
Account 212154	NC	City County Tax	1153
ALCLIC25-001039	GA	Woodstock	1082
ALCO-0922-16400	GA	Atlanta	1202
ALCO-0922-16401	GA	Atlanta	1202
ALCO-0922-16402	GA	Atlanta	1202
Alcohol - City	MN	Bloomington	1007
BAW-000133-2024	NC	Raleigh	1143
BEV2301107	FL	Florida	1173
BEV2336700	FL	Florida	1173
BEV2337723	FL	Florida	1190

25 5 22 1:47 PM 2 of 3

BEV3913581	FL	Florida	1250
BEV6014438	FL	Florida	1078
BEV6018503	FL	Florida	1189
BG-200144808	TX	Texas	1130
BUS-29481 - AL-	OK	Oklahoma City	1163
BW0094457	IA	Iowa	1138
Caterer's IDEN	MN	Minnesota	1064
Caterer's Permit	MN	Minnesota	1074
Caterer's Permit:	MN	Minnesota	1075
Caterer's Permit:	MN	Minnesota	1089
CBWLFV27779	MD	Montgomery	1146
City 105232466	TX	Dallas	1090
City 2017-125071	TX	Houston	1172
City 2019-149479	TX	Houston	1080
City 8159	KS	Overland Park	1057
City Tax 32049	TX	San Antonio	1079
County 105232466	TX	John R. Ames, CTA Tax	1090
County 105243744	TX	Fort Bend	1046
County 200144808	TX	Collin	1130
County BG987606	TX	Ann Harris Bennett Tax	1080
County MB1043940	TX	Harris	1170
County MB1068143	TX	Harris	1171
County MB1124574	TX	Harris	1200
County	TX	Denton	1185
County Tax	TX	Collin	1036
Cust #3389	TX	Fort Worth	1166
D5 & D6 #4949271-	OH	Ohio	1062
D5 & D6	OH	Ohio	1059
D5 & D6 4949271	OH	Ohio	1095
FRA: LIQ240017	MA	Framingham	1148
IDEN: 68565	MN	Minnesota	1064
L-000478430	MI	Michigan	1026
LBDRST-WIL-	TN	Tennessee	1157
LBDWIO-SHE-	TN	Tennessee	1087
Lic # Changes Each	OR	Oregon	1197
LIC79808	MN	Minneapolis	1072
License #: 571203	CA	California	1152
LIQ-46	CO	Broomfield	1177
LIQ23-00001961	IL	Northbrook	1155
Liquor License #03-	CO	Colorado	1092
LIQUOR22-32828	KS	Lenexa	1098
LIR.0021292	CT	Connecticut	1238
LL-43	IL	Oak Brook	1176
LSL818000	ON	Ontario	1142
LSL818008	ON	Ontario	1149
LSL818009	ON	Ontario	1105
M200068212-26	TX	McKinney	1234

'25 5 22 Liqy. Dept PM 2:43

MB - A21-00089	TX	Frisco	1185
MB -200094731	TX	Texas	1220
MB -200120642	TX	Texas	1225
MB -200127344	TX	Texas	1233
MB 200103579	TX	Texas	1043
MB 200109655	TX	Texas	1040
MB-103825037	TX	Texas	1036
MB-105788479	TX	Texas	1168
MB-200113611	TX	Texas	1038
MB1026221	TX	Texas	1166
MB1028684 County	TX	Harris	1168
MB105800383	TX	Tarrant	1166
MB1068143	TX	Texas	1171
MB200040864 State	TX	Texas	1185
MB200068212	TX	Texas	1234
MB200098542	TX	Texas	1106
MB994961 County	TX	Harris	1172
ML2425	MN	Lakeville	1064
MXB 790500	OK	Oklahoma	1163
n/a	OR	Beaverton	1197
PR0107494	NV	SNHD - Southern	1141
RARE 2023-50560	MN	Edina	1175
Retailer's Card	MN	Minnesota	1066
Retailer's ID Card:	MN	Minnesota	1075
RETAILER'S ID	MN	Minnesota	1051
Retailers Card:	MN	Minnesota	1074
~~Rooftop Bistro~~	MN	Edina	1175
Serial #1285046	NY	New York	1100
SSLIC25-00599	GA	Woodstock	1082
State 105232466	TX	Texas	1090
State	MO	Missouri	1081
State	MO	Missouri	1180
State MB	TX	Texas	1080
SUP2021-00021	KS	Overland Park	1057
W2324	MN	Minnesota	1064
~~Wine License~~ On	MN	Minnesota	1089

Total Licenses 223

Printed: Monday, May 19, 2025 8:12:31 AM

Signature: Eric Buss (May 21, 2025 11:17 CDT)

Email: EBuss@lt.life

Eric Buss

Signature: Stuart McFarland

Email: smcfarland@lt.life

Stuart Douglas McFarland

Signature: Erik Lindseth

Email: ELindseth@lt.life

Erik Andrew Lindseth

Signature: Steve Kerzman

Email: skerzman@lt.life

Steve Paul Kerzman

'25 5 22 13:47 Dept FM 2143

'25 APR 25 AM 9:37 AZDLLC

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

DLLC USE ONLY

Fee:	22
Job #:	347023
Date Accepted:	4-25-25
CSR:	AP

fp pending 805-683

Personal Information Questionnaire

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

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

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: LINDSETH ERIK ANDREW
   (Last) (First) (Middle)
2. Social Security # [redacted] (NOT a public record) Birth Date [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: MN
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: N/A / /
6. Email address: LICENSING@LT.LIFE
7. Home Address: [redacted]
8. Daytime phone #: 952-229-7779 Alternative phone #: N/A

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #:
2. Business Name (doing business as): LIFE TIM E FITNESS
3. Business Address: 14540 W MCDOWELL ROAD, GOODYEAR, AZ 85395, MARICOPA

'25 APR 25 AM 9 37 AZDLLC

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

Name of persons who will be handling the day to day operations: Ryan James Mollica

---

SECTION 4 – BACKGROUND

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

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

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

Signature: _____ **Date:** 4/8/25

'25 MAY 16 AM 9:18 AZDLLC

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY

Job #:	347023
Date Accepted:	5-16-25
CSR:	AP

fp pending
805-690

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

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

PRINT the following information:

Date 5/8/25	**Name of Applicant:** Erik Lindseth
Name of Fingerprint Technician: Chris Holland	
Fingerprint technician's Signature:	VETCONNEX, FBI CHANNELING, MOBILE ELECTRONIC FINGERPRINTING
Fingerprint technician's Agency/company Name:	**Phone Number:** (952) 595 5800 8120 Penn Ave S 454 Bloomington, MN 55431
Type of Photo ID Provided (check one):	
☒ **Driver's License** ☐ **Passport** ☐ **Other (Please specify)**	

Individuals requiring ADA accommodations please call (602)542-2999

Sect 4- #3

'25 APR 25 AM 9:07 AZDLLC

Arizona Agent Change Request

LTF Club Operations Company, Inc. ("LTF") offers the following explanation in connection with Question No. 18 of the Questionnaire on behalf of LTF the entity. Based on the phrasing of Question No. 18, it is not clear that Kayla Rae Hakel (the Agent to be designated with this filing) qualifies as a "controlling person" of LTF at the time of this submission such that this explanation would be mandated. However, in the interest of transparency, and out of an abundance of caution, LTF has elected to provide this explanation with reference to LTF, the associated entity. For clarity, this explanation, and the underlying matter, is wholly unrelated to Kayla Rae Hakel in her individual capacity. We further assume, as well, the AZ Department is already aware of the matter, and the underlying facts, described below.

On June 30, 2020 and July 1, 2020, the Arizona Department of Liquor Licenses and Control (the "AZ Department") issued an Order Summarily Suspending Liquor License for certain liquor licenses held by LTF for use at its Biltmore, Arizona (2 licenses) and Scottsdale, Arizona (1 license) health club locations, respectively ("Suspensions"). The AZ Department initiated the Suspensions based on an allegation that LTF had not ceased indoor fitness center operations as ordered by Arizona Governor Doug Ducey's Executive Order 2020-43 (issued June 29, 2020) ("Executive Order") and consistent with corresponding statutory and regulatory authorities. LTF maintained that it acted and operated in compliance with the Executive Order by either fully closing indoor fitness operations and/or availing itself of the only administrative mechanism evidently available (as stated in the Executive Order) to allow LTF to reopen its indoor fitness operations (namely, by submitting a formal attestation of compliance to the Arizona Department of Health Services on June 30, 2020).

Notably, the Executive Order did not mandate the closure of operations serving alcohol under the type of license held by LTF in Arizona (i.e., a Series 12 Restaurant License). Aside from alleging LTF failed to inactivate one license at its Biltmore, Arizona facility and one license at its Scottsdale, Arizona facility within 30 days of non-use (which was necessitated by LTF's overriding interest in complying with applicable COVID-19 risk mitigation measures requiring certain social distancing and capacity restrictions that resulted in a need to temporarily pause operations in the applicable licensed space), the AZ Department did not assert LTF was operating in violation of, or noncompliance with, alcohol beverage licensing or regulatory requirements. The AZ Department took action pursuant to the Executive Order authorizing "any regulatory agency, pursuant to their regulatory authority, to take immediate enforcement action against any business that fails to follow this Executive Order or any guidance issued by the Arizona Department of Health Services relating to COVID-19 for the protection of the public health, safety and welfare up to and including summary suspension for any license that the business holds." In short, the AZ Department took action against LTF's based on the allegation that LTF improperly resumed indoor fitness operations in contravention of the Executive Order, and not any issue with LTF's compliance with Arizona alcohol beverage licensing requirements.

For purposes of resolving the matter, and to allow LTF to resume alcohol beverage service at the Scottsdale and Biltmore facility locations, LTF entered into a Consent Agreement and Order, effective September 11, 2020. Having resolved this matter, LTF is in good standing in the State of Arizona and, in fact, recently received approval of a new Series 12 Restaurant License at its newest Arizona location (Happy Valley – Peoria on March 19, 2021) from the AZ Department without issue.

We appreciate the opportunity to provide this explanation. If you have any questions, please contact us at Licensing@Lt.Life or 952-401-2544.

SECTION 4 - BACKGROUND

#1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years? - YES, Please see details of each license owned by LTF Club Operations Company Inc.

License#	State	Jurisdiction	Club Code
-Caterer's Permit	MN	Minnesota	1051
000	OR	Beaverton	1197
000-1	OR	Beaverton	1197
00260676AJ	NC	North Carolina	1143
00260676AL	NC	North Carolina	1143
00260676AN	NC	North Carolina	1143
00260937AJ	NC	North Carolina	1153
00260937AL	NC	North Carolina	1153
00260937AN	NC	North Carolina	1153
00260937MB	NC	North Carolina	1153
00296328AJ,	NC	North Carolina	1060
0085803	GA	Georgia	1058
0086224	GA	Georgia	1084
0101317 Main	GA	Georgia	1202
0101375 Rooftop	GA	Georgia	1202
0101669 3rd Floor	GA	Georgia	1202
0109512	GA	Georgia	1082
0109544	GA	Georgia	1132
0113391 - 5600	GA	Georgia	1108
0114562	GA	Georgia	1249
012070008971	AZ	Arizona	1055
012070011351	AZ	Arizona	1179
012070011466	AZ	Arizona	1179
013436496	VA	Virginia	1133
013447835	VA	Virginia	1229
023980-2022	OK	Tulsa	1099
0267-24-134560	NY	New York	1251
0267-24-134560-01	NY	New York	1251
0267-25-105368	NY	New York	1247
03-08853	CO	Colorado	1177
03-18256 City and	CO	Glendale/Colorado	1219
03-19284	CO	Colorado	1097
03-20838	CO	Wheat Ridge	1232
04422-RS-0160	MA	Burlington	1154
06183-RS-0956	MA	Peabody	1181
0854813L	CO	Colorado Springs	1097
10106065	AZ	Phoenix	1055
10107532	AZ	Phoenix	1179
10107537	AZ	Phoenix	1179
105183359	TX	Texas	1079
105189928	TX	Texas	1063
105243744	TX	Texas	1046
105347154	TX	Texas	1172
105706154 /	TX	Collin	1053
106023853	TX	Texas	1170
1066-Alcohol-3.2	MN	Minnetonka	1066

'25 5 22 Liqv. Dept PM 2:43

107142462	TX	Texas	1200
1074-Alcohol-	MN	Saint Louis Park	1074
1075 -	AZ	Arizona	1196
10967937 Owner	AL	Alabama	1101
119890 &119891	MO	Saint Louis	1081
119943 & 119944	MO	Saint Louis	1180
1249438	GA	De Kalb	1249
1278352 &	NY	New York	1136
1292425	NY	New York	1147
1294316	NY	New York	1500
1331-33-030-013	NJ	New Jersey	1188
1345349	NY	New York	1182
1356615 901	NY	New York	1182
13693	GA	Alpharetta	1058
14166	GA	Johns Creek	1084
17-51	TN	Franklin	1157
175244	CA	California	1254
1A-1141887	IL	Illinois	1155
1A-1147261	IL	Illinois	1176
1A-1149903	IL	Illinois	1199
1A-1152182	IL	Illinois	1178
1A-1500398 [State]	IL	Illinois	1083
1A-1503816	IL	Illinois	1264
200094735	TX	Texas	1198
200109655	TX	Texas	1040
200135733	TX	Texas	1053
2004004-LIQ-142	NV	Clark	1093
2014303103	NV	Henderson	1141
2018-140199	TX	Houston	1170
2019-149079	TX	Houston	1171
2022320943	NV	Henderson	1141
2023 - 20	WI	Brookfield	1184
2023-1668	MO	Frontenac	1180
2024-150L [City]	IL	Vernon Hills	1083
2024-3422 BW	GA	Peachtree Corners	1132
2024-36	MN	Minnesota	1262
2024-4034 Distilled	GA	Peachtree Corners	1132
2025-13	MN	Chanhassen	1051
2025-20	MN	Rosemount	1241
2031783	AZ	Scottsdale	1235
23-20	MO	Ellisville	1081
24-104248	GA	Sandy Springs	1108
25-568	MN	Eden Prairie	1075
25-L0967	IL	Lake Zurich	1178
250-100048002802	NY	New York	1500
25LIQA-0002	IL	Evanston	1264
2823101	IL	Chicago	1199

25 5 22 Liqr. Dept RM 2 of 2

2823344	IL	Chicago	1199
307777	MO	Missouri	1266
345	TX	Plano	1130
42637	MN	Minnesota	1072
4702001 - 03-	CO	Colorado	1094
4703167 (03-	CO		1094
4710082	CO	Westminster	1092
48611 and 47430	NC	Wake	1060
552 (City) & 03-	CO	Colorado	1068
566-MB-RM864958	TX	Plano	1036
585411	CA	California	1145
585561	CA	California	1137
597704	CA	California	1193
6015903	NY	New York	1136
6066	KS	Kansas	1098
637248	CA	California	1221
638435	CA	California	1140
647740	CA	California	1183
656549	CA	California	1254
656549-1	CA	California	1254
727366	OK	Oklahoma	1099
72934	MN	Minnesota	1175
72935	MN	Minnesota	1175
76653	MN	Minnesota	1007
79952	MN	Minnesota	1262
8159	KS	Kansas	1057
891468, Serial	NY	New York	1207
91618	VA	Virginia	1086
9194, 9205, 9236	MN	White Bear Lake	1089
96105 Iden 24351	MN	Minnesota	1089
978183	TX	Bexar	1079
98122	VA	Virginia	1156
ABCC #03484-RS-	MA	Newton	1160
ABLP 0005393	TX	Houston	1038
ABLP-0001897	TX	Houston	1200
ABLP-0004714	TX	Houston	1080
ABLP-0005242	TX	Houston	1038
Account 212154	NC	City County Tax	1153
ALCLIC25-001039	GA	Woodstock	1082
ALCO-0922-16400	GA	Atlanta	1202
ALCO-0922-16401	GA	Atlanta	1202
ALCO-0922-16402	GA	Atlanta	1202
Alcohol - City	MN	Bloomington	1007
BAW-000133-2024	NC	Raleigh	1143
BEV2301107	FL	Florida	1173
BEV2336700	FL	Florida	1173
BEV2337723	FL	Florida	1190

BEV3913581	FL	Florida	1250
BEV6014438	FL	Florida	1078
BEV6018503	FL	Florida	1189
BG-200144808	TX	Texas	1130
BUS-29481 - AL-	OK	Oklahoma City	1163
BW0094457	IA	Iowa	1138
Caterer's IDEN	MN	Minnesota	1064
Caterer's Permit	MN	Minnesota	1074
Caterer's Permit:	MN	Minnesota	1075
Caterer's Permit:	MN	Minnesota	1089
CBWLFV27779	MD	Montgomery	1146
City 105232466	TX	Dallas	1090
City 2017-125071	TX	Houston	1172
City 2019-149479	TX	Houston	1080
City 8159	KS	Overland Park	1057
City Tax 32049	TX	San Antonio	1079
County 105232466	TX	John R. Ames, CTA Tax	1090
County 105243744	TX	Fort Bend	1046
County 200144808	TX	Collin	1130
County BG987606	TX	Ann Harris Bennett Tax	1080
County MB1043940	TX	Harris	1170
County MB1068143	TX	Harris	1171
County MB1124574	TX	Harris	1200
County	TX	Denton	1185
County Tax	TX	Collin	1036
Cust #3389	TX	Fort Worth	1166
D5 & D6 #4949271-	OH	Ohio	1062
D5 & D6	OH	Ohio	1059
D5 & D6 4949271	OH	Ohio	1095
FRA: LIQ240017	MA	Framingham	1148
IDEN: 68565	MN	Minnesota	1064
L-000478430	MI	Michigan	1026
LBDRST-WIL-	TN	Tennessee	1157
LBDWIO-SHE-	TN	Tennessee	1087
Lic # Changes Each	OR	Oregon	1197
LIC79808	MN	Minneapolis	1072
License #: 571203	CA	California	1152
LIQ-46	CO	Broomfield	1177
LIQ23-00001961	IL	Northbrook	1155
Liquor License #03-	CO	Colorado	1092
LIQUOR22-32828	KS	Lenexa	1098
LIR.0021292	CT	Connecticut	1238
LL-43	IL	Oak Brook	1176
LSL818000	ON	Ontario	1142
LSL818008	ON	Ontario	1149
LSL818009	ON	Ontario	1105
M200068212-26	TX	McKinney	1234

'25 5 22 Liqr. Dept PM 2:43

MB - A21-00089	TX	Frisco	1185
MB -200094731	TX	Texas	1220
MB -200120642	TX	Texas	1225
MB -200127344	TX	Texas	1233
MB 200103579	TX	Texas	1043
MB 200109655	TX	Texas	1040
MB-103825037	TX	Texas	1036
MB-105788479	TX	Texas	1168
MB-200113611	TX	Texas	1038
MB1026221	TX	Texas	1166
MB1028684 County	TX	Harris	1168
MB105800383	TX	Tarrant	1166
MB1068143	TX	Texas	1171
MB200040864 State	TX	Texas	1185
MB200068212	TX	Texas	1234
MB200098542	TX	Texas	1106
MB994961 County	TX	Harris	1172
ML2425	MN	Lakeville	1064
MXB 790500	OK	Oklahoma	1163
n/a	OR	Beaverton	1197
PR0107494	NV	SNHD - Southern	1141
RARE 2023-50560	MN	Edina	1175
Retailer's Card	MN	Minnesota	1066
Retailer's ID Card:	MN	Minnesota	1075
RETAILER'S ID	MN	Minnesota	1051
Retailers Card:	MN	Minnesota	1074
Rooftop Bistro	MN	Edina	1175
Serial #1285046	NY	New York	1100
SSLIC25-00599	GA	Woodstock	1082
State 105232466	TX	Texas	1090
State	MO	Missouri	1081
State	MO	Missouri	1180
State MB	TX	Texas	1080
SUP2021-00021	KS	Overland Park	1057
W2324	MN	Minnesota	1064
Wine License On	MN	Minnesota	1089

Total Licenses 223

Printed: Monday, May 19, 2025 8:12:31 AM

Signature: Eric Buss | May 21, 2025 11:17 CDT

Email: EBuss@lt.life

Eric Buss

Signature: Stuart McFarland

Email: smcfarland@lt.life

Stuart Douglas McFarland

Signature: Erik Lindseth

Email: ELindseth@lt.life

Erik Andrew Lindseth

Signature: Steve Kerzman

Email: skerzman@lt.life

Steve Paul Kerzman

'25 5 22 1:47 Bef AM 2:43

Liquor Licenses within One Mile – Life Time Fitness

Applicant Address: 14540 W. McDowell Rd. Goodyear, AZ 85395

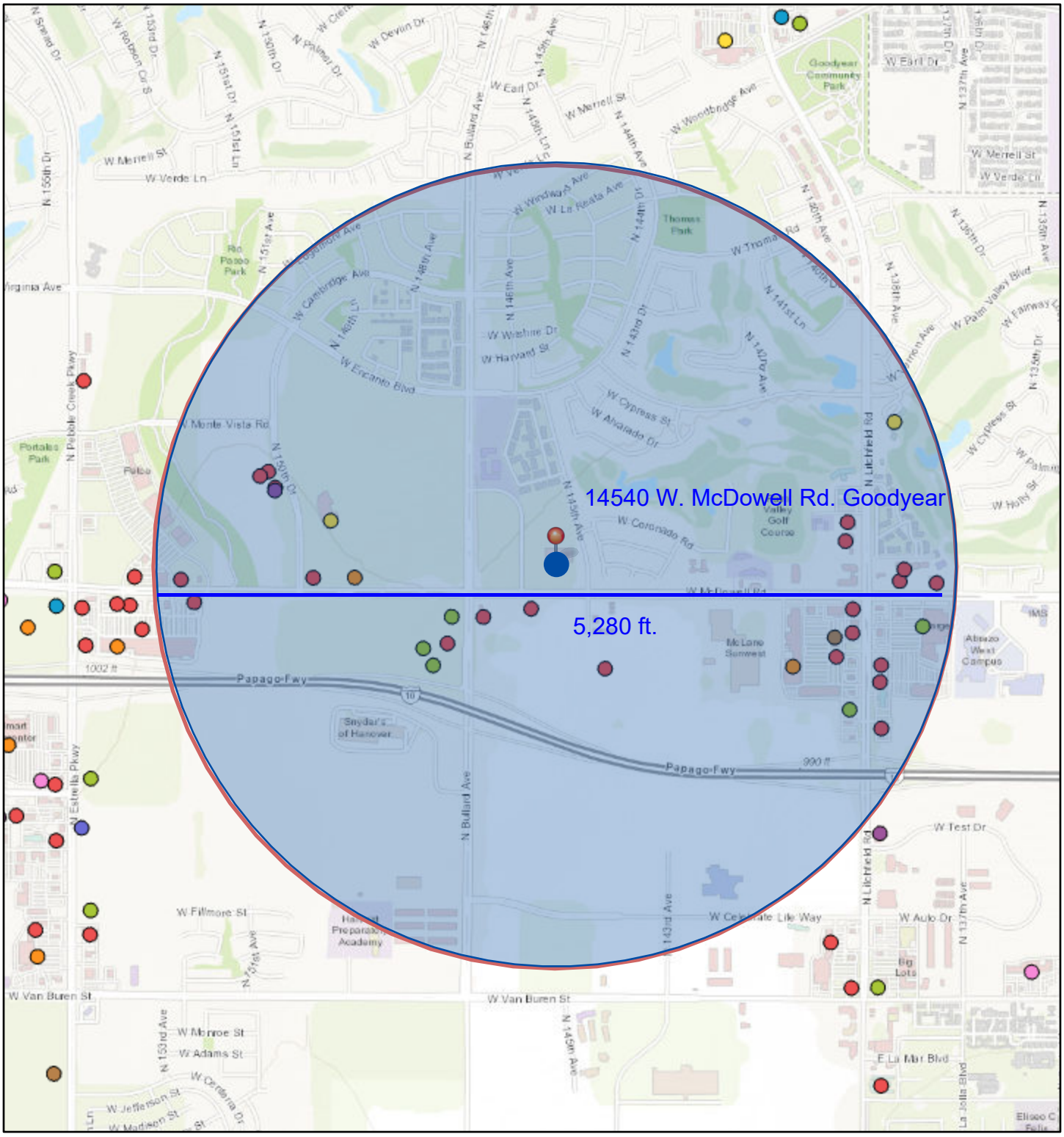
Liquor Establishments			
Business Name	**Address**	**Distance from Applicant Address**	**License Series**
RED ROBIN AMERICA'S GOURMET BURGERS	14551 W MCDOWELL RD.	671.03 ft.	012
PF CHANG'S CHINA BISTRO	14681 W MCDOWELL RD.	1,186.12 ft.	012
QUIK TRIP #1417	1540 N BULLARD. AVE.	1,543.08 ft.	010
BUBBA'S 33	1460 N BULLARD. AVE	1,773.22 ft.	012
TRU BY HILTON GOODYEAR	1430 N BULLARD. AVE.	2,075.18 ft.	010
SPRINGHILL SUITES	1370 N BULLARD. AVE.	2,098.00 ft.	011
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL RD.	2,666.24 ft.	12, 12G
HARKINS THEATRES AT ESTRELLA FALLS	15010 W MCDOWELL RD.	3,032.33 ft.	006
CHEDDARS SCRATCH KITCHEN	15030 W MCDOWELL RD.	3,214.62 ft.	012
TOTAL WINE & MORE #1008	1416 N LITCHFIELD RD.	3,399.19 ft.	9, 9S
MACAYOS MEXICAN FOOD	1474 N LITCHFIELD RD.	3,796.41 ft.	012, CTG
HAYMAKER GOODYEAR	1800 N LITCHFIELD RD.	3,828.05 ft.	012
BACCHUS WINE BAR	1975 N GLOBE DR.	3,839.07 ft.	007
COPPER & SAGE GSQ	1975 N GLOBE DR.	3,839.07 ft.	012
THE STILLERY	1971 N GLOBE DR. BLDG	3,845.21 ft.	012
OLD CHICAGO PIZZA AND TAPROOM	1828 N LITCHFIELD RD.	3,883.02 ft.	012
MOD PIZZA	1380 N LITCHFIELD RD. K3A	3,889.72 ft.	012
CHIPOTLE MEXICAN GRILL #542	1560 N LITCHFIELD RD.	3,957.48 ft.	012
SPITZ MEDITERRANEAN STREET FOOD	2015 N GLOBE DR.	3,992.90 ft.	012
HAYASHI HIBACHI	1480 N LITCHFIELD RD.	4,010.27 ft.	012
HIGH TIDE	1845 N GLOBE DR. BUILDING 2	4,078.68 ft.	012
OVER EASY	1845 N GLOBE DR.	4,078.68 ft.	012
CIRCLE K STORE #9177	1264 N LITCHFIELD RD.	4,316.03 ft.	010
CHILI'S GRILL & BAR #608	1371 N LITCHFIELD RD.	4,486.18 ft.	012
APPLEBEE'S NEIGHBORHOOD GRILL & BAR	13832 W MCDOWELL RD.	4,536.25 ft.	012
RAUL & THERESA'S	1363 N LITCHFIELD RD.	4,542.62 ft.	012
CHEF BEN SUSHI & ASIAN EXPRESS	13824 W MCDOWELL RD.	4,593.17 ft.	012
GUS'S NEW YORK PIZZA	13824 W MCDOWELL RD.	4,593.17 ft.	012
CRACKER BARREL #277	1209 N LITCHFIELD RD.	4,799.02 ft.	012
TEXAS ROADHOUSE	15255 W MCDOWELL RD.	4,805.49 ft.	012
PALM VALLEY GOLF CLUB	2211 N LITCHFIELD RD.	4,837.06 ft.	006
TARGET #1242	1515 N LITCHFIELD RD.	4,903.90 ft.	010
OREGANO'S PIZZA BISTRO	15280 W MCDOWELL RD.	4,959.33 ft.	012
BLACK ANGUS STEAKHOUSE	13766 W MCDOWELL RD.	5,024.16 ft.	012

Schools		
Business Name	**Address**	**Distance from Applicant Address**
ARCHWAY TRIVIUM WEST	2001 N BULLARD AVE	1,590.49 ft.
ARCHWAY TRIVIUM EAST	14130 W MCDOWELL RD	2,599.11 ft.
MONTESSORI IN THE PARK	1832 N LITCHFIELD RD	3,536.4 ft.

Series Legend

Series 1 In-State Producer
Series 3 Microbrewery
Series 4 Wholesaler
Series 5 Government
Series 6 Bar (All Liquor)
Series 7 Beer & Wine Bar
Series 8 Conveyance
Series 9 Liquor Store (All Liquor)
Series 10 Beer & Wine Store
Series 11 Hotel-Motel
Series 12 Restaurant
Series 13 Domestic Farm Winery
Series 14 Private Club
Series 15 Special Event Liquor
Series 16 Wine Festival

Liquor License Evaluation Map - Life Time Fitness



5/29/2025, 2:27:21 PM

1:26,720

0 0.17 0.35 0.7 mi

0 0.3 0.6 1.2 km

Liquor License

- Restaurant
- Liquor Store
- Beer and Wine Store
- Beer and Wine Bar
- Liquor Store Sampling
- Bar
- Unlicensed
- Cocktails To Go
- Beer and Wine Store Sampling
- Bring Your Own
- Hotel / Motel
- Microbrewery
- Restaurant Growler

Arizona Department of Liquor, City of Goodyear GIS, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

ITEM #: 5.
DATE: 06/23/2025
AI #:2695

CITY COUNCIL ACTION REPORT

SUBJECT: **ORDINANCE UPDATING THE TERMS FOR JUDICIAL ADVISORY COMMITTEE MEMBERS**

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

OTHER PRESENTER(S):

Lyman Locket, Human Resources Director

SUMMARY

This is a request to amend the Goodyear city code to update the Judicial Advisory Committee to extend the terms of membership from two years to four years.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT ORDINANCE NO. 2025-1633 AMENDING GOODYEAR CITY CODE ARTICLE 3-16-3 JUDICIAL ADVISORY COMMITTEE MEMBERSHIP AND TERM. (Jasmine Pernicano, City Clerk)

FISCAL IMPACT

This item has no fiscal impact.

BACKGROUND AND PREVIOUS ACTIONS

The city's boards, commissions, and committees are composed of volunteers who serve in an advisory capacity to the City Council. Members are appointed by the City Council based on recommendations from the Council Subcommittee on Boards, Commissions, and Committees.

The Judicial Advisory Committee (JAC) was established by the City Council on November 4, 2019, through Ordinance No. 2019-1454. The Committee consists of two presiding judges, two members of the Arizona Bar Association, and three citizen members. The JAC advises the City Council on Judge appointments and reappointments and supports the judicial

performance review process, which occurs every other year.

On May 6, 2025, the City Council Subcommittee on Boards, Commissions, and Committees met and reviewed the benefits of extending the terms for members of the JAC and voted to recommend approval to the City Council.

STAFF ANALYSIS

Staff recommends extending the term of membership on the JAC from two years to four years. This change would allow members to participate in Goodyear's Presiding Judge performance review process more often, as the Committee convenes every other year for this purpose. As outlined in Goodyear City Code Article 3-15-1, committee members may serve up to two terms.

If approved, this change would extend the terms of current JAC members to align with the new four-year term. In addition, the requirement for three citizen members is being clarified to specify that they must be Goodyear residents.

The proposed amendment requires a change to the City Code. A strikeout version reflecting these changes is included in Ordinance No. 2025-1633 (Attachment A).

Attachments

Attachment A - Ordinance No. 2025-1633

ORDINANCE NO. 2025-1633

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING GOODYEAR CITY CODE ARTICLE 3-16-3 JUDICIAL ADVISORY COMMITTEE MEMBERSHIP AND TERM.

WHEREAS, the Mayor and Council of the City of Goodyear recognize the value of public input and professional expertise in the judicial appointment and evaluation process;

WHEREAS, on November 4, 2019, the City Council established the Judicial Advisory Committee (JAC) through Ordinance No. 2019-1454 to serve in an advisory capacity to the City Council on matters related to judge appointments, reappointments, and performance evaluations; and

WHEREAS, the Council desires to extend JAC member terms from two years to four years to support continuity in the judge review process and to clarify that citizen members must be residents of the city.

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

SECTION 1. AMENDING ARTICLE 3-16-3 (COMMITTEE MEMBERSHIP AND TERM) OF THE GOODYEAR CITY CODE

Article 3 Section 16-3 is hereby amended as follows (with deletions shown by ~~strikeout text~~ and additions shown by double underlined text):

(A) The Committee shall consist of the following:

(1) Two Presiding Judges;
(2) Two Members of the Arizona Bar Association; preferably City of Goodyear residents;
(3) Three Goodyear Resident ~~Citizen~~ Members;
(4) Goodyear Presiding Judge;
  (a) The Goodyear Presiding Judge is a non-voting member seated for all matters except reappointment and evaluation of the Presiding Judge.
(5) Human Resources Director;
  (a) The Human Resources Director is a non-voting member.

(B) Each member shall serve a term of four ~~two~~ years.

SECTION 2. CORRECTIONS

The City Clerk, and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

SECTION 3. SEVERABILITY

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions of the ordinance or parts thereof.

SECTION 4. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 23rd day of June, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

ITEM #: 6.
DATE: 06/23/2025
AI #:2682

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY

STAFF PRESENTER(S): Ryan Bittle, Finance Manager

SUMMARY

Approve Budget Amendments

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

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

FISCAL IMPACT

Fiscal impacts are outlined in the attached report. The citywide budget total remains unchanged within the Adopted State Expenditure Limitation.

BACKGROUND AND PREVIOUS ACTIONS

Budget amendments requiring City Council approval are presented as necessary throughout the year. The FY2025 expenditure limitation budget was adopted on June 12, 2024.

STAFF ANALYSIS

Budget transfers are permitted by Arizona Revised Statute 42-17106(B), which provides authorization for cities and towns to exceed expenditures in a budget item after final adoption of a city/town budget by transferring appropriations between budget items. All budget transfers are completed within city policy established by Resolution No. 2022-2256. Review of budget transfers keeps the Council and public informed about the city's current fiscal year revenues and expenditures. The Budget Amendment Report is included as Attachment A.

Attachments

Attachment A Budget Amendment Report

City Council - Budget Amendments Report - FY2025

Council Agenda Date: 6/23/2025

Date	Transfer Journal No.	Reason Needed	Amount	Funding From	Funding To
6/6/2025	2025-12-234	In compliance with the objectives of our Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy, this request will allow remaining fiscal year 2025 prepaid amounts to be applied to our PSPRS unfunded liability in the Fire ($1,900,000) and Police ($2,800,000) funds.	$ 4,700,000	One-Time Fund Balance	General Fund

ITEM #: 7.
DATE: 06/23/2025
AI #:2419

CITY COUNCIL ACTION REPORT

SUBJECT: **PRIMARY AND SECONDARY PROPERTY TAX LEVIES FOR FY2026**

STAFF PRESENTER(S): Ryan Bittle, Finance Manager

SUMMARY

Adopt the primary and secondary property tax levies for FY2026.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource Management

RECOMMENDATION

ADOPT ORDINANCE NO. 2025-1634 LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GOODYEAR, SUBJECT TO PRIMARY AND SECONDARY TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNTS ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR THE PURPOSE OF PAYING FOR VARIOUS EXPENSES; TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUES; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST UPON BONDED INDEBTEDNESS; ALL FOR FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2026. (Ryan Bittle, Finance Manager)

FISCAL IMPACT

The primary and secondary property tax levies are a part of an overall finance strategy that provides funding for the city's budget. The adopted FY2026 Budget totals $1,240,703,500 dollars, of which $30,725,400 is funded by these property tax levies. Adopting these property tax levies is the final step in the process of establishing the FY2026 budget.
If approved, $16,503,200 will be generated from the primary property tax levy to support the General Fund's ongoing operations and $14,222,200 will be generated from the secondary property tax levy to pay debt service on voter-approved General Obligation (G.O.) Bond debt.

BACKGROUND AND PREVIOUS ACTIONS

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.

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. 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, as well as in a news release on May 21st, 2025.
- 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. A public hearing was held on June 9th, 2025, prior to final adoption of the FY2026 budget and for the Truth-In-Taxation requirements associated with the Primary Property Tax levy. On June 9th, the City Council also adopted the Truth-In-Taxation increase of $303,271 that is included in the primary property tax levy presented for approval.

STAFF ANALYSIS

The primary property tax levy for FY2026 of $16,503,200 is expected to create a primary property tax rate of $0.9319 per $100 of assessed valuation. As a part of the general fund revenue, the primary property tax levy supports general fund activities, including police and fire protection, operations and maintenance, and many other general governmental functions. This levy amount is consistent with the City Council's adopted financial policy to maximize the primary property tax. The secondary property tax levy of $14,222,200 is expected to create a secondary property tax rate of $0.8031 per $100 of assessed valuation and will be used to fund the principal, interest, and redemption charges on voter-approved general obligation bonds. The FY2026 overall combined property tax rate of $1.7350 would equate to a city property tax payment of $173.50 for a home with an assessed value of $100,000. The Ordinance is provided as Attachment A.

Attachments

Attachment A - Ordinance No. 2025-1634

ORDINANCE NO. 2025-1634

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GOODYEAR, SUBJECT TO PRIMARY AND SECONDARY TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNTS ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR THE PURPOSE OF PAYING FOR VARIOUS EXPENSES; TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUES; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST UPON BONDED INDEBTEDNESS; ALL FOR FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2026.

WHEREAS, the Mayor and Council of the city of Goodyear, Arizona adopted the fiscal year 2025-2026 final budget on June 9th, 2025; and

WHEREAS, the County of Maricopa is now the assessing and collecting authority for the City of Goodyear, the City Clerk is hereby directed to transmit a certified copy of this Ordinance to the Assessor and Board of Supervisors of Maricopa County, Arizona;

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

SECTION 1. PRIMARY PROPERTY TAX LEVY

There is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Goodyear, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise the sum of sixteen million, five hundred three thousand and one hundred and twenty-eight dollars ($16,503,128) for the City of Goodyear for the fiscal year ending June 30, 2026.

SECTION 2. SECONDARY PROPERTY TAX LEVY

There is hereby levied on each one hundred dollars ($100.00) of assessed value of all property, both real and personal, within the corporate limits of the City of Goodyear, except such property as may be by law exempt from taxation, a secondary property tax rate sufficient to raise the sum of fourteen million, two hundred twenty-two thousand and two hundred dollars ($14,222,200) for the City of Goodyear for the fiscal year ending June 30, 2026.

SECTION 3. No failure by the County Officials of Maricopa County, Arizona, to properly return the delinquent list and no irregularity in the assessment or omission in the same, or irregularity of any kind in any proceedings shall invalidate such proceedings or invalidate any title conveyed by any tax deed; nor shall any failure same, or irregularity of any kind in any proceedings shall invalidate such proceedings or invalidate any title conveyed by any tax deed; nor shall any failure Ordinance No. 2025-1634 Page 2 of 2 or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day within time specified work an

invalidation of any proceedings or of any such deed or sale or affect the validity of the assessment and levy of taxes or of the judgment or sale by which the collection of the same may be enforced or in any manner affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for collection of taxes or the foreclosure, and all acts of officer de facto shall be valid as if performed by officers de jure.

SECTION 4. All ordinances and parts of ordinances in conflict are hereby repealed.

SECTION 5. RECORDATION

This Ordinance shall be recorded with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 23rd day of June, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

ITEM #: 8.
DATE: 06/23/2025
AI #:2657

CITY COUNCIL ACTION REPORT

SUBJECT: **INTERGOVERNMENTAL AGREEMENT (IGA) WITH DEPARTMENT OF PUBLIC SAFETY (DPS) TO PARTICIPATE IN THE VEHICLE THEFT TASK FORCE**

STAFF PRESENTER(S): Brian Issitt, Chief of Police

SUMMARY

This Intergovernmental Agreement between the city of Goodyear and the Arizona Department of Public Safety (DPS) allows for the Goodyear Police Department's participation with the Arizona Vehicle Theft Task Force.

STRATEGIC PLAN ALIGNMENT

SAFE & VIBRANT COMMUNITY

RECOMMENDATION

Authorize the City Manager or her designee to execute the IGA with DPS to allow the Goodyear Police Department to participate in the vehicle theft task force. (Brian Issitt, Chief of Police)

FISCAL IMPACT

DPS will reimburse the city for 75% of the officer's salary and employee-related expenses, not to include vacation or sick leave. The city will receive 100% of the officer's pre-authorized Task Force-related activities overtime up to 20 hours per month. All other expenses for the officer identified to work on the task force are included in the Police Department's base budget.

BACKGROUND AND PREVIOUS ACTIONS

The Vehicle Theft Task Force is a multi-jurisdictional task force established to provide additional resources to communities to enhance law enforcement services concerning vehicle theft through a cooperative process. The goals of the task force focus on disrupting vehicle theft in our community and state; gathering and reporting intelligence data relating to vehicle theft; conducting covert operations; and engaging in other traditional methods of investigation with the goal of reducing thefts. The Goodyear Police Department participated in

the DPS Vehicle Theft Task force until 2022. In March 2023, the Chief notified AZ DPS that Goodyear would no longer provide an officer, due to hiring and retention challenges.

STAFF ANALYSIS

From 2023 to 2024, the number of stolen vehicles has increased by 25%. To support the city's growth, part of the department's strategic planning is to build a proactive vehicle theft unit. By reestablishing participation in the task force, the department can begin to build expertise while utilizing the task force's resources to address a growing issue. The department will reach a staffing level in fiscal year 2026 that allows a dedicated resource to be assigned. The force multiplier that the task force provides also allows our property crimes unit to refocus on its primary mission. The city is reimbursed for 75% of the officer's time, including employee-related expenses and 100% of the task force over time, up to 20 hours per month. The department believes that participation in the AZDPS VTTF will greatly benefit the city and positively impact the growing concern about stolen vehicles within the city of Goodyear. The IGA is included as Attachment A.

Attachments

Attachment A - IGA AZDPS VTTF

DPS CONTRACT NO. 2024-315

INTERGOVERNMENTAL AGREEMENT
REGARDING
ARIZONA VEHICLE THEFT TASK FORCE

This Intergovernmental Agreement ("IGA"'), which becomes effective on the date last signed, is entered into between the State of Arizona through its Department of Public Safety ("DPS"), and the Goodyear Police Department, ("Agency").

The purpose of this Agreement is to enhance law enforcement services concerning vehicle theft through the cooperative efforts of the parties to this Agreement.

DPS is authorized and empowered to enter into this IGA pursuant to A.R.S. § 41-1713 B.3; both parties are authorized and empowered to enter into this IGA pursuant to A.R.S. § 11-952.

In consideration of the mutual promises set forth herein, the parties to this Agreement agree to the following terms and conditions.

I. PARTICIPATION

The Agency agrees to assign one (1) AZ P.O.S.T. certified sworn law enforcement ("officer") to the Arizona Vehicle Theft Task Force, ("Task Force"), on a full-time basis, for such assignments within the purposes of this Agreement, as directed by DPS. The Agency agrees the assigned officer shall be in compliance with DPS residency requirements.

During the term of the IGA, Agency and DPS agree that Agency shall continue to provide an officer with all employment-related benefits, rights, and privileges. The officer must abide by all of Agency's applicable rules and regulations and are subject to Agency's disciplinary process. In the event the officer is involved in a critical incident, as defined by DPS policy, Agency agrees to cooperate with, and participate in, any investigation and/or critical incident review conducted by DPS for the purpose of evaluating the policies and procedures utilized by the Task Force.

II. DPS'S RESPONSIBILITIES

Based upon the officer's completed DPS weekly time sheets, DPS will reimburse Agency on a monthly basis for seventy-five (75%) percent of personal services and employee-related expenses that accrue during the term of the IGA (depending upon funding from the Arizona Automobile Theft Authority). Personal services and employee-related expenses are defined as gross pay, FICA taxes, health, dental, and life insurance, workers compensation, retirement, overtime, and sick, vacation, and personal leave. Vacation and sick leave that accrues but is not used will not be reimbursed.

Overtime compensation will be for Task Force-related activities only. DPS will reimburse all overtime compensation (based upon DPS rules, not to exceed 20 hours per month). The officer must perform a minimum of forty (40) hours of Task Force-related work for DPS to reimburse for overtime in any given week. The twenty (20) hours of overtime per month may be exceeded without contacting Agency if DPS determines that additional funding is available, and the overtime is authorized by the respective district commander.

All DPS approved travel expenses will be reimbursed directly to the officer by DPS under the employee travel reimbursement guidelines established by the Arizona Department of Administration. The amount reimbursed for travel expenses shall be for actual costs incurred during the effective dates of this IGA.

DPS agrees to assign a department vehicle to the Agency's officer. The officer is responsible for maintaining the assigned vehicle in accordance with DPS policy and shall utilize the DPS assigned vehicle for Task Force purposes only. The officer must meet the ADOA driver training requirements.

Any other equipment assigned to officers for use during the assignment shall remain the property of the party that assigned the equipment.

III. AGENCY'S RESPONSIBILITIES

Prior to the officer commencing work at DPS, the Agency shall furnish DPS with the information necessary for DPS to pay personal services and employee-related expenses as defined in paragraph II. Agency will pay the remaining twenty-five (25%) percent of the personal services and employee-related expenses. DPS will not reimburse Agency for salary increases or changes to base salaries, unless Agency submits the changes to DPS at least sixty (60) days prior to the effective date of the change.

IV. AVAILABILITY OF FUNDS

Every payment obligation of DPS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, the Agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

V. IMMIGRATION

All parties agree to comply with A.R.S. §§ 23-214 and 41-4401.

VI. NONDISCRIMINATION

All parties agree to comply with the non-discrimination provisions of the Governor's Executive Order 2023-01.

VII. INDEMNIFICATION

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

VIII. DRUG FREE WORKPLACE

Any officer assigned to the Task Force will be subject to random and/or for cause, drug and alcohol testing in accordance with Agency's guidelines. If Agency does not have a drug free program, the officer will be required to submit to testing pursuant to the DPS Drug Free Workplace Program. Each assigned officer shall be subject to the responsibilities of and shall retain all rights as provided for in the DPS Drug Free Workplace Program Manual, DPS Form Number DPS 932-02056. DPS shall not charge any fee or cost to Agency for officers who undergoes testing. Officers may be removed from the Task Force for failure to comply with the program or failure to pass DPS drug screening requirements.

IX. RECORDKEEPING

All records regarding the IGA, including time accounting logs, must be retained for five (5) years in compliance with A.R.S. § 35-214.

X. FEES

Neither party may charge the other for administrative fees for any work performed pursuant to the IGA.

XI. JURISDICTION

Agency agrees to permit officers to work outside of their regular jurisdictional boundaries.

XII. ARBITRATION

In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

XIII. WORKER'S COMPENSATION BENEFITS

Pursuant to A.R.S. § 23-1022 D., for the purposes of workers compensation coverage, Agency officers shall be deemed to be employees of DPS and Agency. Agency, as the primary employer, shall be solely liable for payment of workers compensation benefits and the processing of any claims occurring during the officer's assignment to the Task Force.

XIV. LIMITATIONS

This agreement in no way restricts either party from participating in similar activities with other public or private agencies, organizations, and individuals. Nothing in this agreement shall be construed as limiting or expanding the statutory responsibilities of the parties.

XV. EFFECTIVE DATE/DURATION

The terms of this agreement shall become effective on the date last signed and shall remain in effect until June 30, 2025. The IGA shall renew annually on July 1 of each year for a period not to exceed four (4) years. All prior agreements between DPS and Agency regarding Task Force participation are superseded as of the effective date of this IGA.

XVI. CANCELLATION

This IGA is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511.

XVII. TERMINATION

Either party may terminate the IGA for convenience or cause upon thirty (30) days written notice to the other party. Upon termination, DPS shall pay all outstanding amounts up through the effective date of the termination. All property shall be returned to the owning party upon termination.

XVIII. NOTICE

Any notice required to be given under the IGA will be provided by mail to:

Major Jason Leonard
Arizona Department of Public Safety
P. O. Box 6638
Phoenix, Arizona 85005

Chief Brian Issitt
Goodyear Police Department
11 N. 145th Avenue
Goodyear, Arizona 85338

XV. VALIDITY

This document contains the entire agreement between the parties and may not be modified, amended, altered, or extended except through a written amendment signed by both parties. If any portion of this Agreement is held to be invalid, the remaining provisions shall not be affected.

The parties hereto have caused this IGA to be executed by the proper officers and officials.

STATE OF ARIZONA

By: _____
Jeffrey Glover, Colonel
Director
Arizona Department of Public Safety

Date: 3/10/2025

APPROVED AS TO FORM

_____
Assistant Attorney General

AGENCY

By: _____
Wynette Reed
City Manager
City of Goodyear

Date: _____

APPROVED AS TO FORM

_____
City Attorney

ITEM #: 9.
DATE: 06/23/2025
AI #:2678

CITY COUNCIL ACTION REPORT

SUBJECT: RETROACTIVE APPROVAL OF GRANT APPLICATIONS WITH MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) FOR ARTERIAL WIDENING, REHABILITATION, AND RECONSTRUCTION PROGRAM FUNDS

STAFF PRESENTER(S): Steve Scinto, Director of Engineering; Sumeet Mohan, Director of Public Works

SUMMARY

The Maricopa Association of Governments (MAG) issued a call for projects in March 2025 under two competitive federal funding programs: the Arterial Widening Program (AWP) and the Arterial Rehabilitation and Reconstruction Program (ARRP). The city of Goodyear submitted one application to each program prior to the May 2, 2025, deadline. The AWP application proposes widening improvements at Estrella Parkway and Yuma Road to address congestion and multimodal safety. The ARRP application proposes pavement rehabilitation and Americans with Disabilities Act (ADA) upgrades along Estrella Parkway between McDowell Road and Van Buren Street.

Retroactive City Council approval is required to ratify the submittal of these applications.

STRATEGIC PLAN ALIGNMENT

INFRASTRUCTURE

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2025-2476 RATIFYING THE CONDITIONAL APPROVAL AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR ARTERIAL WIDENING PROGRAM (AWP) FUNDS TO THE MARICOPA ASSOCIATION OF GOVERNMENTS.

2. ADOPT RESOLUTION NO. 2025-2477 RATIFYING THE CONDITIONAL APPROVAL AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR ARTERIAL REHABILITATION AND RECONSTRUCTION PROGRAM (ARRP) FUNDS TO THE MARICOPA ASSOCIATION OF GOVERNMENTS. (Steve Scinto, Director of Engineering; Sumeet Mohan, Director of Public Works)

FISCAL IMPACT

The projects associated with these applications have been included as a part of the budget. If the city's applications are awarded, the primary fiscal impact will be the required 30% local cost-share, as well as ongoing maintenance responsibilities for the completed improvements. As both the Arterial Widening and Arterial Rehabilitation and Reconstruction Programs are federally funded, all reimbursement requests will be processed through the Arizona Department of Transportation.

The city currently maintains the existing pavement and related infrastructure—such as signing, striping, landscaping, sidewalks, street lighting, and traffic signals—within the rehabilitation project area. As a result, no significant change in ongoing maintenance costs is anticipated for that project. Any additional maintenance costs associated with the widening project are expected to be minimal and can be absorbed by the Public Works Department using existing resources.

BACKGROUND AND PREVIOUS ACTIONS

MAG administers the AWP and ARRP as part of the region's federally funded transportation investment strategy. These programs utilize Surface Transportation Block Grant Program (STBGP) funds to support projects that enhance mobility, safety, and infrastructure condition on key arterial corridors.

On March 28, 2025, MAG issued a call for projects for the FY 2026–2028 funding cycle. Applications were due by May 2, 2025. In response, city staff prepared and submitted two applications: one to the AWP for half-street widening improvements at Estrella Parkway and Yuma Road, and one to the ARRP for a mill and overlay rehabilitation project on Estrella Parkway from McDowell Road to Van Buren Street. Due to the short timeframe between the March 28, 2025 call for projects, the staff evaluation of the call for projects, and the May 2, 2025, due date for applications, staff was not able to request full Council approval to submit the city's applications prior to the due date.

On May 1, 2025, the Mayor conditionally authorized submission of the AWP and ARRP applications, contingent on Council approval by Resolution (Attachment A – Resolution No. 2025-2476 and Attachment B – Resolution No. 2025-2477). The AWP was approved by Council as part of the five-year CIP plan.

STAFF ANALYSIS

Both projects represent high-priority transportation needs that support the city's ongoing efforts to enhance roadway safety, extend the life of existing infrastructure, and improve mobility for all users. The rehabilitation project addresses aging pavement conditions and brings pedestrian facilities up to current accessibility standards, while the widening project helps reduce congestion and provides better connectivity in a developing area of the city. These grant opportunities allow the city to leverage regional funding to complete critical improvements with reduced impact on local resources. Staff determined that both projects were strong candidates for submission based on program criteria, project readiness, and alignment with long-term transportation goals.

Attachments

Attachment A - Resolution No. 2025-2476

Attachment B - Resolution No. 2025-2477

RESOLUTION NO. 2025-2476

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, RATIFYING THE CONDITIONAL APPROVAL AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR ARTERIAL WIDENING PROGRAM (AWP) FUNDS TO THE MARICOPA ASSOCIATION OF GOVERNMENTS.

WHEREAS, on May 1, 2025, the Mayor granted conditional approval to submit an application for Arterial Widening Program (AWP) grant funds to partially widen Estrella Parkway and Yuma Road inside the Goodyear Boulevard Loop, contingent upon approval by the Goodyear City Council by resolution; and

WHEREAS, this project and the resources for the thirty percent (30%) match requirement are reflected in the CIP; and

WHEREAS, the project qualifies as an eligible project under the Arterial Widening Program; and

WHEREAS, the pursuit of this grant is to the benefit of the citizens 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. Ratify the current application submission to the Maricopa Association of Governments for the Arterial Widening Program to partially widen Estrella Parkway and Yuma Road inside the Goodyear Boulevard Loop for an amount not to exceed $7,285,337.50.

SECTION 2. If the grant application is awarded, the City Manager is authorized to enter into an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation to implement the projects or programs that have been approved by the Maricopa Association of Governments.

SECTION 3. The City Manager is hereby authorized to execute all documents relating to this application and any grant agreement offered as a result of grant funding.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 23rd day of June, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

RESOLUTION NO. 2025-2477

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, RATIFYING THE CONDITIONAL APPROVAL AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR ARTERIAL REHABILITATION AND RECONSTRUCTION PROGRAM (ARRP) FUNDS TO THE MARICOPA ASSOCIATION OF GOVERNMENTS.

WHEREAS, on May 1, 2025, the Mayor granted conditional approval to submit an application for Arterial Rehabilitation and Reconstruction Program (ARRP) grant funds for assistance in performing mill and overlay pavement rehabilitation treatment on Estrella Parkway, from McDowell Road to Van Buren Street, contingent upon approval by the Goodyear City Council by resolution; and

WHEREAS, this project and the resources for the thirty percent (30%) match requirement will be funded by FY27 Highway User Revenue and General Fund; and

WHEREAS, the project qualifies as an eligible project under the Arterial Rehabilitation and Reconstruction Program; and

WHEREAS, the pursuit of this grant is to the benefit of the citizens 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. Ratify the current application submission to the Maricopa Association of Governments for the Arterial Rehabilitation and Reconstruction Program for performing mill and overlay pavement rehabilitation treatment on Estrella Parkway, from McDowell Road to Van Buren Street, for an amount not to exceed $2,278,703.

SECTION 2. If the grant application is awarded, the City Manager is authorized to enter into an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation to implement the projects or programs that have been approved by the Maricopa Association of Governments.

SECTION 3. The City Manager is hereby authorized to execute all documents relating to this application and any grant agreement offered as a result of grant funding.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 23rd day of June, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

ITEM #: 10.
DATE: 06/23/2025
AI #:2676

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE THE MASTER TRANSIT SERVICES AGREEMENT BETWEEN THE CITY OF GOODYEAR AND THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR FISCAL YEAR (FY) 2026

STAFF PRESENTER(S): Christine McMurdy, Project Management Coordinator

SUMMARY

The Master Transit Services Agreement (Attachment A) between the city of Goodyear and the Regional Public Transportation Authority (RPTA) for FY2026 will renew RPTA/Valley Metro's obligation to provide express bus trips to the Goodyear Park-and-Ride, fixed route bus service on Routes 3 and 17, and Paratransit/Americans with Disabilities Act (ADA) services via Dial-a-Ride and RideChoice. The City's cost to continue the provision of transit services for FY2026 is $381,359.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Master Transit Services Agreement between the city of Goodyear and the RPTA and providing authorization and direction to take actions and execute documents necessary to carry out the intent of the Agreement for FY2026. (Christine McMurdy, Project Management Coordinator)

FISCAL IMPACT

The City's total FY2026 cost under this agreement is $381,359, which is comprised of $60,331 for Regional Paratransit services and $321,028 for RideChoice services. The amounts referenced are included as part of the city's FY2026 budget.

Prior to issuing agreements to member agencies, RPTA/Valley Metro applies expected fare revenue and federal operating assistance (Federal Transit Administration formula funds) to arrive at the estimated cost of providing transit services to member agencies. The estimates are processed through reconciliation with the member agencies after the end of each fiscal

year.

BACKGROUND AND PREVIOUS ACTIONS

The Master Transit Services Agreement (Attachment A) continues existing transit services in the Goodyear that are funded by the existing regional transportation tax (Proposition 400) through June 30, 2026. As of July 1, 2026, transit services will continue to be funded by the extension of the regional transportation tax (Proposition 479). City staff are attending ongoing meetings held by the Maricopa Association of Governments (MAG) to provide input regarding how the Proposition 479 transit lifecycle guidelines will be administered to local agencies.

Currently, Proposition 400 funds express bus service (Route 562) operating out of the Goodyear Park-and-Ride, which provides service Monday through Friday, and local fixed route bus service (Route 17-McDowell Road and Route 3-Van Buren Street), which operates Monday through Saturday.

In addition to funding Express Route 562 and Local Fixed Routes 3 and 17, the regional transportation tax (Proposition 400) also allocates the City a subsidy to offset our federally-mandated ADA Paratransit (Dial-a-Ride) service, which is required to be provided within ¾ miles of our local fixed route bus service (Routes 3 and 17). The Master Transit Services Agreement (Attachment A, Schedule C) shows that after the regional transportation tax subsidy and federal operating assistance are applied, the City's cost for ADA Paratransit (Dial-a-Ride) service in FY2026 is $60,331.

RideChoice is available citywide to ADA-certified residents of Goodyear that need a trip to work, school, or medical appointments. There are program options for Goodyear residents based on how often and how far they need to travel. The base program costs three dollars for up to eight miles, with any additional miles costing two dollars per mile. There is also a mileage-based option that allows customers to travel up to 400 miles per month, for trips of up to 50 miles in length, for three dollars per trip. RPTA/ Valley Metro estimates that the City will provide at least 12,443 RideChoice trips in FY2026. The Master Transit Services Agreement (Attachment A, Schedule D) shows that after estimated fare revenue and federal operating assistance are applied to the estimate, the FY2026 cost of RideChoice service is $321,028.

STAFF ANALYSIS

The transit services offered through the Master Transit Services Agreement between the city of Goodyear and the RPTA/Valley Metro for FY2026 can cross jurisdictional boundaries, which is why those transit services qualify for funding under Proposition 400. The city's WeRide microtransit service provides local trips within the city, with the exception of a small number of trips that offer human/medical services outside of Goodyear.

Additional information about transit services funded by the extension of the regional transportation tax (Proposition 479) will be shared with Council at a future work session later this year.

This request is to approve the Master Transit Services Agreement between the city of Goodyear and the RPTA/Valley Metro for FY2026 (Attachment A).

Attachments

Attachment A - Master Transit Service Agreement between the city of Goodyear and the RPTA for FY2026

MASTER TRANSIT SERVICES AGREEMENT

BETWEEN

THE CITY OF GOODYEAR

AND

THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

CONTRACT # 136-75-2026-00

THIS MASTER TRANSIT SERVICES AGREEMENT ("Agreement") is entered into on July 1, 2025, between the City of Goodyear, a legal entity duly organized and existing under the laws of the State of Arizona ("Member") and the Regional Public Transportation Authority, a political subdivision of the state of Arizona ("RPTA") (collectively "Parties").

RECITALS

WHEREAS, Member has charter authority to provide transit services and charter and statutory authority to enter into agreements with other entities within Maricopa County to provide transit services under A.R.S. Section 11-951, et seq.;

WHEREAS, RPTA is a political subdivision of the state of Arizona, established for the purpose of planning and providing public transportation services under A.R.S. Section 48-5121 and A.R.S. Section 48-5101, et seq.;

WHEREAS, as a political subdivision of the State of Arizona, RPTA "may contract and enter into stipulations of any nature to do all acts necessary and convenient for the full exercise of" its powers granted under A.R.S. Section 48-5101, et seq., including entering into intergovernmental agreements with other governmental entities under A.R.S. Section 11-951, et seq.;

WHEREAS, transit activities are one of those types of activities authorized pursuant to the aforementioned statutory and other authority, and;

WHEREAS, RPTA is willing to provide, and Member is willing to purchase or receive transportation services as detailed in this Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations contained in this Agreement, it is agreed by the Parties as follows:

SECTION 1. EFFECTIVE DATE

This Agreement shall take effect only after it has been approved by Member's Council, approved by the RPTA Board of Directors, executed by the duly authorized officials of each of the Parties, approved by the Parties' respective counsel and filed with the Member's Clerk ("Effective Date").

SECTION 2. TERM OF AGREEMENT

This Agreement shall be effective for a period of seven (7) years from the Effective Date. This Master Agreement shall be amended on an annual basis to accommodate changes in service levels, funding changes, costs and revenues. In addition, the Parties acknowledge that Prop 400 expires June 30, 2025, and Prop 479 takes effect on July 1, 2025. Although Prop 400 Rules, Policies and Guidelines shall remain in effect until July1, 2026, the Parties acknowledge and agree that this Agreement may have to be amended to accommodate any new Rules, Polices and Guidelines promulgated by the new Prop 479.

SECTION 3. OBLIGATIONS AND SCHEDULING

3.1 The Parties' obligations and program schedules are identified in an Annual Service Agreement (Attached to and incorporated as Attachment A) and the Incorporated Schedules, (Attached to and incorporated as Attachment B). Obligations may be related to responsibilities including, but not be limited to, fixed route bus, Dial-a-Ride paratransit brokerage services, or other transit services. The Annual Service Agreement and Incorporated Schedules are designed to be amended annually in coordination with RPTA's adopted fiscal year budget process. The Annual Service Agreement and Incorporated Schedules may be modified as needed and as agreed to in writing by both Parties as provided in this Agreement and any modifications shall be made a part of this Agreement as fully set forth herein. Attachments may include but not be limited to:

Attachment A – ANNUAL SERVICE AMENDMENT

Attachment B – INCORPORATED SCHEDULES

Schedule "A" Regionally Funded Fixed Route Bus Service (RPTA Funded)

Schedule "B" Member Funded Fixed Route Bus Services

Schedule "C" Paratransit Services

Schedule "D" Ride Choice Program

Schedule "E" Americans with Disabilities Act (ADA) Public Transportation Fund (PTF)

Schedule "F" ADA Platinum Pass

Schedule “G” Place Holder - Park and Ride/Transit Center - N/A

Schedule “H” Place Holder - Various Capital Projects - N/A

Schedule “I” Bus Stop Improvements – N/A

3.2 Within 90 days after the close of each fiscal year, RPTA will conduct an annual program reconciliation to determine the actual number of trips or mileage which are billable to the Member for each program. The reconciliation will occur for all programs, including but not limited to paratransit, ride choice and fixed route transit services. RPTA will use this analysis to determine whether Member has overpaid or underpaid based on the service provided. In the event either Party owes the other Party, RPTA will either pay the Member or invoice the Member for the amount due to RPTA within 30 calendar days after acceptance of the final reconciliation by both Parties. In the event underpaid Member shall have 30 days from the date of receipt of the invoice to pay the invoice.

SECTION 4. RECORDS AND AUDIT

Pursuant to A.R.S. Sec. 35-214, all books, accounts, reports, files and other records relating to this Agreement under the custody or control of RPTA or its contractors shall be subject, at all reasonable times, to inspection and audit by Member, FTA, and the City of Phoenix, for five (5) years after completion of this Agreement. Such records shall be produced at RPTA offices when requested by Member.

SECTION 5. COVENANT AGAINST CONTINGENT FEES

The Parties warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the Member’s city council or the RPTA Board of Directors, and no officer, agent, or employee of the Member or RPTA has any interest, financially or otherwise, in this Agreement.

SECTION 6. ALTERATION IN CHARACTER OF WORK

Minor alterations in the character of work shall be authorized in writing by Member and acknowledged by RPTA by letter.

SECTION 7. TERMINATION AND CHANGES IN SERVICE

7.1 The Parties hereby agree to full performance of the covenants and obligations contained in this Agreement, except that each reserves the right, at its option and sole discretion, to terminate or abandon the service provided for in this Agreement, or any portion thereof.

7.2 Termination of this Agreement may be at any time and for any reason, with or

without cause, upon providing ninety (90) calendar days prior written notice. Termination shall be effected by delivery of a notice of termination ("Notice of Termination") specifying the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective.

7.3 Upon termination, RPTA shall calculate actual expenses incurred up to and including the date of termination and (if termination was at the election of Member) any penalty or costs whatsoever. If Member has paid RPTA sums in excess of the termination costs, RPTA shall refund the excess; if Member has paid RPTA an amount less than the termination costs, then Member shall pay to RPTA an amount equal to the difference between the termination costs and the amount that Member already has paid under this Agreement.

7.4 Upon termination of this Agreement, all property used in connection with this Agreement will be promptly returned to the party holding title thereto, not considering any state or federal funding.

7.5 Final payment shall be made within sixty (60) calendar days after the termination of service.

SECTION 8. AGREEMENT NON-ASSIGNABLE

RPTA may not assign or otherwise transfer any of its rights or obligations hereunder to a third party without the express prior written consent of Member, which may be granted or withheld by Member in its sole and absolute discretion. Any assignment or transfer without such prior written consent shall be void.

SECTION 9. INDEMNIFICATION

9.1 RPTA (as "Indemnitor") agrees to indemnify, defend, and hold harmless Member (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, including reasonable attorney's fees ("Claims"), but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

9.2 RPTA shall require all contractors providing services under this Agreement (each an "Additional Indemnitor") to indemnify, defend, save, and hold harmless Member from and against any and all Claims caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor and persons for whom they are vicariously liable.

SECTION 10. INSURANCE REQUIREMENTS

10.1 RPTA, at its expense, shall maintain in force the required insurance coverage and provisions listed below with insurance companies having a Best's Rating of A-VII or better. RPTA is responsible for paying any deductibles or self-insured retentions and they shall be disclosed on the certificates of insurance. These deductibles or self-insured retentions shall not be applicable with respect to coverage afforded to Member under these policies.

10.2 All coverage shall be evidenced on a certificate of insurance provided to the Member prior to commencement of this contract. Member shall be named as an additional insured on the certificate(s) of insurance and/or formal endorsements and shall provide a waiver of subrogation against Member. Failure of Member to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Member to identify a deficiency from the evidence provided shall not be construed as a waiver of RPTA's obligation to maintain such insurance.

10.3 Each insurance policy shall not be subject to lapse, cancellation, or material change in coverage unless prior written notice is provided to Member.

10.4 RPTA's insurance shall be primary insurance to Member, and any insurance or self-insurance maintained by Member shall not contribute to it.

10.5 RPTA's contracts with any contractors providing service under this Agreement shall specify that all contractors and subcontractors of every tier shall provide at the same minimum limits and coverages as requested by the Member, in amounts not to exceed the coverages required in this Agreement.

10.6 Commercial General Liability. RPTA shall maintain in force the following minimum commercial general liability insurance: $1,000,000 per occurrence with a $2,000,000 aggregate for bodily injury, death, and property damage, personal and advertising injury, and products/completed operations.

10.7 Commercial Automobile Liability. RPTA shall maintain the following minimum business auto liability insurance limits: $1,000,000 combined single limit per accident. Coverage shall be for "any auto," which includes all owned autos, hired and leased autos, and non-owned autos.

10.8 Workers' Compensation and Employers' Liability Insurance. RPTA shall maintain:

10.8.1 Minimum workers' compensation coverages and statutory limits to cover obligations imposed by federal and state statutes having jurisdiction of any contractor's employees engaged in the performance of services; and

10.8.2 Employer's liability insurance of not less than **$1,000,000** for each accident, **$1,000,000** for disease for each employee and **$1,000,000** disease policy limit.

10.9 Excess Liability Insurance Requirements. RPTA shall maintain the minimum limits of excess liability limits over the commercial general liability limits, auto liability limits, and employers' liability limits as required by the State of Arizona's licensing requirements for the service types respective to this Agreement.

SECTION 11. DEFAULT

Either party shall be deemed in default under this Agreement upon the failure of such party to observe or perform any material covenant, condition or agreement on its part to be observed or performed hereunder, and the continuance of such failure for a period of thirty (30) days after written notice by the other party, as required herein. Such notice shall specify the failure and request it be remedied, unless the party giving notice agrees in writing to an extension of the time period prior to its expiration. However, if the failure stated in the notice cannot be corrected within the applicable period, it will not give rise to a default hereunder if corrective action is instituted within the applicable period and diligently pursued until the failure is corrected. In the event of a default hereunder, the non-defaulting party may have a breach of contract claim and remedy against the other in addition to any remedy provided or permitted by law; provided, however, that no remedy that would have the effect of amending any provisions of this Agreement shall become effective without the formal amendment of this Agreement.

SECTION 12. ISSUE RESOLUTION

Any dispute arising out of the interpretation of any provision of this Agreement, any policy matter or the determination of an issue of fact, which dispute is not resolved at staff level, shall be referred to RPTA's Chief Executive Officer and a representative designated by Member. If, after good faith negotiations aimed at reaching an amicable solution, a dispute cannot be resolved to the satisfaction of both parties, the dispute may be brought before a court of competent jurisdiction in Maricopa County, Arizona.

SECTION 13. NOTICE

Any notice, consent or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered in person, sent by email as PDF, deposited in

the United States mail, postage paid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addresses as follows:

If intended for RPTA:

Regional Public Transportation Authority
Attention Chief Legal Officer
101 N. 1st Avenue, Suite 1300
Phoenix, AZ 85003

If intended for Member:

City of Goodyear
City Manager
190 North Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

And a copy to:

City Attorney
Goodyear, Arizona 85338

Notice shall be deemed received at the time it is personally served or, on the day it is received by e-mail PDF, on the second day after its deposit with any commercial air courier or express service, if mailed, ten (10) days after the notice is deposited in the United States mail as provided. Any time period stated in a Notice shall be computed from the time the Notice is deemed received. Either Party may change its mailing address, e-mail address or the person to receive notice by notifying the other Party as provided in this Section.

Notice sent by e-mail PDF shall also be sent by regular mail to the recipient at the above address. The requirement for duplicate notice is not intended to change the effective date of the Notice sent by e-mail PDF.

SECTION 14. AMENDMENT

This Agreement and the Annual Service Agreement may be modified or amended only by a written document executed by both RPTA and Member, approved as to form by the Member Attorney, and may be filed with the Member's Clerk. Such document shall expressly state that it is intended by the Parties to amend specifically identified terms and conditions of this Agreement.

SECTION 15. INTEGRATION

This Agreement represents the entire agreement of the parties, and all prior agreements with respect to the subject matter of this Agreement are revoked and superseded by this Agreement,

and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified or rescinded except in writing, signed by the Parties, and any attempt at oral modification of this Agreement shall be void and of no effect.

SECTION 16. APPLICABLE LAW AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arizona. Any litigation between the Parties arising from this Agreement shall be litigated in an appropriate court located in Maricopa County, Arizona.

SECTION 17. NON-WAIVER

No covenant or condition of this Agreement may be waived by any party, unless done so in writing. Forbearance or indulgence by any party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other.

SECTION 18. SEVERABILITY

Any provision of this Agreement that is prohibited or unenforceable under the laws or regulations of the United States of America or the State of Arizona shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

SECTION 19. BENEFIT AND BINDING EFFECT

The terms and provisions of this Agreement shall inure to the benefit of and are binding on RPTA and Member and their respective successors and permitted assigns.

SECTION 20. SURVIVAL

The indemnifications and limitations on liability provided in this Agreement shall have full force and effect notwithstanding any other provisions of this Agreement and shall survive any termination or expiration thereof.

SECTION 21. FURTHER ASSURANCES

The Parties hereto shall execute such other documents and take such other actions as may be reasonably necessary or proper to achieve the intent and purposes hereof.

SECTION 22. CONFLICTS OF INTEREST

The Parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of Arizona Revised Statutes Sec. 38-511.

SECTION 23. RELATED AGREEMENTS

This Agreement, together with the exhibits, instruments and other documents required to be executed and delivered in connection herewith is intended to be read in conjunction with any

and all prior agreements and understandings of the Parties with regard to the subject matter hereof.

SECTION 24. CONSTRUCTION AND INTERPRETATION OF AGREEMENT

This Agreement, and each of its provisions, schedules, attachments, exhibits, terms and conditions, has been reached through negotiations between the Parties. Accordingly, each of the Parties expressly acknowledges and agrees that this Agreement shall not be deemed to have been authored, prepared or drafted by a particular Party, and that the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

SECTION 25. THIRD-PARTY BENEFICIARIES

This Agreement is intended to benefit the corporate and municipal interests of RPTA and Member alone, and no other person shall claim any implied right, benefit or interest in such services. The Parties do not intend to create rights in or remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established under this Agreement.

SECTION 26. POLICE POWER

The Parties acknowledge the right vested in Member pursuant to general law to exercise its police power for the protection of the health, safety and welfare of its constituents and their properties. Nothing in this Agreement shall be construed as precluding Member from exercising such powers in connection with the subject matter hereof.

SECTION 27. COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) AND A.R.S. SEC. 23-211 THROUGH 23-214

RPTA understands and acknowledges the applicability of IRCA and of Arizona Revised Statutes Sec. 23-211 through 23-214 to this Agreement. RPTA shall comply with IRCA and with Arizona Revised Statutes Sec. 23-211 through 23-214 in performing under this Agreement. To ensure that RPTA and its subcontractors comply with the provisions of this Section, Member shall have the right to inspect the personnel and related records and papers of RPTA and of its contractors pertaining to individuals performing work under this Agreement. Further, Member is prohibited by Arizona Revised Statute Sec. 41-4401 from awarding an Agreement to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statute Sec. 23-214(A). For this reason, RPTA shall ensure that both it and each of its contractors are in compliance with the requirements of Arizona Revised Statute Sec. 23-214(A). In addition, both RPTA and each of RPTA's contractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised

Statute Sec. 23-214(A). A breach of any of the provisions of this section shall be deemed a material breach of this Agreement and is subject to penalties up to and including termination of the Agreement.

SECTION 28. COMPLIANCE WITH THE E-VERIFY PROGRAM

28.1 Warranty of Compliance. Under the provisions of Arizona Revised Statute Sec. 41-4401, the Parties warrant that they will comply with all Federal immigration laws and regulations that relate to their employees and that each complies with the E-Verify Program under Arizona Revised Statute Sec. 23-214(A).

28.2. Breach of Warranty. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

28.3 Right to Inspect. The Parties retain the legal right to inspect the papers of any employee who works under this Agreement or subcontract to provide services under this Agreement to ensure compliance with the warranty made in subsection 28.1 of this Agreement.

28.4 Random Verification. Either party may conduct a random verification of the employment records of the other to ensure compliance with the warranty made in subsection 28.1 of this Agreement.

28.5 Federal Employment Verification Provisions; No Material Breach. Neither party will be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA Sec. 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by Arizona Revised Statute Sec. 23-214(A).

28.6 Inclusion of Article in Other Contracts. The provisions of this sections must be included in any contract either party enters into with any and all of its contractors or subcontractors that provide services under this Agreement.

SECTION 29. CIVIL RIGHTS

The Parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing. These include, but are not limited to, those provisions of Section 12 of that certain United States of America Department of Transportation Federal Transit Administration Master Agreement, dated October 1, 2009, as may be amended from time to time, which provisions are incorporated by reference.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____
Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Michael Wawro, Chief Legal Officer

CITY OF GOODYEAR

By: _____
Wynette Reed, City Manager

APPROVED AS TO FORM:

By: _____
Roric Massey, City Attorney

FILED:

By: _____
Jasmine Pernicano, City Clerk

ATTACHMENT A - ANNUAL SERVICE AGREEMENT

The Annual Service Agreement outlines the specific obligations of the Parties and provides the Program Schedules that the Member participates in for Fiscal Year 2026, beginning July 1, 2025, and ending June 30, 2026. The specific obligations will be identified below in Section 1: Member Obligations and Section 2: RPTA Obligations. Section 3: Program Schedules summarizes the Programs that RPTA provides for Member.

SECTION 1. RPTA'S OBLIGATIONS:

1.1 With respect to the services provided in this Agreement, RPTA shall:

1.1.1 Negotiate and coordinate the implementation of operating agreements;

1.1.2 Provide Fixed Route Bus, Dial-a-Ride Paratransit brokerage services or other transit services, administrative services, equipment, personnel and management services directly or through contractors, as provided in this Agreement. RPTA shall ensure that the contractor(s) are duly qualified, licensed, trained, and have adequate equipment to perform services under this Agreement. RPTA shall provide performance oversight to ensure contractors are fully compliant with contract provisions and performance requirements;

1.1.3 Provide regional marketing and merchandising of regional services in coordination with Member's local marketing and merchandising of local service and projects;

1.1.4 Plan for, prepare changes, and amend service specifications;

1.1.5 Invoice Member on a monthly basis for service(s) provided to Member;

1.1.6 Determine, set, and amend as necessary the fare structure for services provided by RPTA or under contract. Collaborate with Member and coordinate the Non-ADA Fare Structure for services provided by RPTA for Dial-a-Ride Services, or under contract;

1.1.7 Convene a steering committee, consisting of representatives from Member, other participating Members, and RPTA to coordinate and monitor service, address service and contractual performance issues, and monitor the adopted service budget(s);

1.1.8 Provide professional staff as necessary to partner with Member to plan for, develop, contract for, monitor, and adjust service;

1.1.9 Provide a customer complaint resolution process;

1.1.10 Provide monthly reports by the 25th day of the following month with

the previous month's data on ridership, revenue collected, and applicable performance standards;

1.2 RPTA and Member may conduct service and financial audits, as required, of any services provided in this Agreement.

1.3 RPTA shall provide performance data reports on a monthly basis. The data will be posted on the Valley Metro website at www.valleymetro.org. or within its extra-net site. The paratransit reports shall include at a minimum: ADA ridership versus non-ADA ridership; revenue miles operated, as well as performance indicators by which Member and RPTA can evaluate whether the service provider is meeting policies; and service standards. Fixed route bus reports shall include the following monthly performance statistics for Member (all statistics will be reported by route except fuel efficiency and vehicles which will be reported per day): boardings by Member and other members; wheelchair boardings by Member and other members; vehicle revenue miles by Member and other members; operating days by Member; average number of passengers by revenue mile of service; operating costs; passenger revenue by jurisdiction; percentage on-time performance; service Interruptions; vehicle breakdowns; fuel efficiency by fleet type; wheelchair lift/ramp breakdowns; accidents; vehicle accidents; passenger accidents; passenger security incidents; total customer complaints and compliments; and crimes reported.

1.4 RPTA shall provide Member with a detailed written budget estimate for the provision of transit, including the expected sources and amounts of funding for the next fiscal year. If Member approves the budget estimate, RPTA shall prepare an amendment to this Agreement for Member approval.

1.5 When practicable, within 60 minutes of occurrence, RPTA shall notify Member of any transit related collision, fire, major security incident, or media coverage occurring within Member's jurisdiction.

SECTION 2. MEMBER'S OBLIGATIONS:

2.1 With respect to the services provided in this Agreement, Member shall;

2.1.1 Provide RPTA with funding to pay for the services included in this Agreement:

2.1.2 Reimburse RPTA within 30 days for its costs monthly to monitor, manage, and generally administer the services provided to Member under this Agreement;

2.1.3 Provide funding adequate to finance any additional services added to this Agreement;

2.1.4 Provide for local complaint resolution with citizens of the Member;

2.1.5 At Member's election, participate in all meetings, deliberations, and decisions of any steering committee for services provided in this Agreement;

2.1.6 Provide traffic control and transit priority measures such as turning movements, on Member streets on regular routes for services provided in this Agreement;

2.1.7 Purchase and install bus stop signs and associated amenities;

2.1.8 Provide direction to and partner with RPTA in the preparation and amendment of service plans and levels (i.e. frequency, hours, etc.).

2.2 If the Parties are not able to agree upon renewal terms for the existing Agreement prior to the expiration of the term of the existing Agreement, Member shall make the payments required to be paid under this Agreement on or before July 1st of the new fiscal year and thereafter for a period of one hundred eighty (180) days unless the Parties agree upon renewal terms prior to the expiration of the one hundred eighty (180) day period. For example, if there is a disagreement with the proposed rate for the new fiscal year, or if a renewal agreement is not signed, for any reason, Member shall make payments at the previous year's rate until such time that a new agreement is executed.

2.3 Member does hereby agree to participate in the RPTA program(s) defined in Member's annual agreement.

2.4 Provide a written ninety (90) calendar day notice for major service changes.

2.5 Transit Life Cycle. Member shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments. In performing hereunder, Member shall adhere to RPTA's Transit Life Cycle Program and its approved policies, as they may be amended from time to time, (collectively referred to as the "TLCP").

SECTION 3: SCHEDULES

Section 3 outlines the programs currently provided by RPTA and the attached schedules provide the schedule for each program. If Member does not currently participate in a program, the schedule will state "Intentionally Omitted." If Member decides to participate in or terminate participation in a program at a later date, Section 3 and Attachment B can be amended, in writing, to ratify the change. The attached schedules may be amended on an annual basis to accommodate changes in service levels, costs, and revenues. The schedules listed below and attached as Exhibit B are incorporated into the Annual Service Agreement.

Schedule “A”	Place Holder - Regionally Funded Fixed Route Bus Service (RPTA Funded)
Schedule “B”	Place Holder - Member Funded Fixed Route Bus Services
Schedule “C”	Place Holder -Paratransit Services
Schedule “D”	Place Holder - Ride Choice Program
Schedule “E”	Place Holder - Americans with Disabilities Act (ADA) Public Transportation Fund (PTF)
Schedule “F”	Place Holder - ADA Platinum Pass
Schedule “G”	Place Holder - Park and Ride/Transit Center
Schedule “H”	Place Holder - Various Capital Projects
Schedule “I”	Place Holder - Bus Stop Improvements

ATTACHMENT B – INCORPORATED SCHEDULES

SCHEDULE "A" - REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

Regionally Funded Fixed Route Bus Service **$696,975.00** (including express)

The above line represents the value of transit service paid for by RPTA to the benefit of Member. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

FY26 Fixed Route Bus Estimate

RPTA Operated Service

PTF Funded

Funding	PTF
HASTUS	Good

Route	Level	Annual Miles	Gross Cost	Fares	PM	Oper Assist	Net Cost
562	W	7,045	$228,403	($4,888)	($7,602)	($107,956)	$ 107,956
Grand Total		**7,045**	**$228,403**	**($4,888)**	**($7,602)**	**($107,956)**	**$107,956**

FY26 Fixed Route Bus Estimate

Phoenix Operated in the City of Goodyear

PTF Funded

Funding	PTF
HASTUS	Good

Route	Level	Annual Miles	Gross Cost	Fares	Net Cost
3*	W	1,652	$18,978	($1,956)	$17,023
3*	S	168	1,935	-	1,935
17*	W	46,107	529,775	(8,988)	520,787
17*	S	4,388	50,415	(1,141)	49,274
Grand Total		**52,315**	**$601,104**	**($12,085)**	**$589,019**

* Service operated by Phoenix; mileage, costs, fares, federal revenues are all Phoenix data/funds

SCHEDULE "B" – MEMBER FUNDED FIXED ROUTE BUS SERVICE
COST ESTIMATE

For the period from July 1, 2025 through June 30, 2026, Member will pay RPTA a total of **$0.00** for the provision of fixed route bus services. This payment will be broken into monthly installments of **$0.00** which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY26 Fixed Route Bus Estimate

RPTA Operated Service Funded by the City of Goodyear

Goodyear Funded

None

SCHEDULE "C" – ADA MANDATED PARATRANSIT SERVICE COST ESTIMATE

For the period from July 1, 2025, through June 30, 2026, Member will pay RPTA a total of **$60,331.00** for the provision of paratransit services. This payment will be broken into monthly installments of **$5,027.58**, which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

ADA certified and ADA eligible visitors

FY26 Paratransit Service
Funded by City of Goodyear

	Paratransit
Trips	
Paratransit Trips	1,768
Total	1,768
Cost:	
Contractor Transportation Cost	$152,633
RPTA Salaries, Fringes & OHD	$9,861
Total Gross Program Cost	$162,494
Total Fare Revenue	($6,683)
Federal Operating Assistance	($77,905)
Total Net Program Cost Before PTF	$77,905
PTF Balance Available	$17,574
PTF Applied	$17,574
Member City Contributions:	
Paratransit Service	$60,331
Total Member City Contribution	**$60,331**

ADA certified, and ADA eligible visitors

SCHEDULE "D" – RIDECHOICE SERVICE COST ESTIMATE

For the period from July 1, 2025 through June 30, 2026, Member will pay RPTA a total of **$321,028.00** for the provision of fixed route bus services. This payment will be broken into monthly installments of **$26,752.33,** which shall be due and payable within thirty (30) calendar days of the receipt of an invoice from RPTA. IGA billings will be processed for the full fiscal year based on the above referenced installments. A final invoice will occur once the final recon has been completed after our year end close. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY26 RideChoice Service
Funded by City of Goodyear

	RideChoice
Trips:	
RideChoice Trips	12,443
Total Trips	12,443
Cost:	
Contractor Transportation Cost	$647,507
RPTA Salaries, Fringes & OHD	$30,883
Total Gross Program Cost	$678,390
Total Fare Revenue	($36,334)
Federal Operating Assistance	($321,028)
Total Net Program Cost before PTF	$321,028
PTF Balance Available	$0
PTF Applied	$0
Member City Contributions:	
RideChoice Costs	$321,028
Total Member City Contribution	**$321,028**

Eligible residents of Incorporated Goodyear and must be ADA certified

SCHEDULE "E" – AMERICANS WITH DISABILITIES ACT (ADA)
PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY

For the period July 1, 2025, to June 30, 2026, the maximum amount of Public Transportation Funds ("PTF") available to Member is **$17,574.00.** PTF will pay actual costs for ADA trips and other trips taken by ADA certified individuals using non-ADA service or the RideChoice program up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by Member for other ADA certified rider eligible expenses and certified by Member's Chief Financial Officer or designee. RPTA will reimburse Member within thirty (30) business days based upon availability of funds. Member may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **$17,574.00**

SCHEDULE "F" –ADA PLATINUM PASS PROGRAM

The ADA Platinum Pass Program is designed to encourage people with disabilities to use Valley Metro's accessible bus and light rail services rather than ADA paratransit whenever they are able to do so. The program enables any ADA paratransit eligible resident of a participating community to use an unlimited amount of bus and light rail service, using a Platinum Pass which is provided by RPTA. This program is funded entirely with regional Public Transportation Funds ("PTF"), so there is no cost to the rider or to the participating community.

Member agrees to participate in the RPTA ADA Platinum Pass Program specified in this schedule. The Platinum Pass Program allows ADA certified customers to travel on fixed-route services at no cost to the customer. PTF funds 100 percent of the fare due (reduced fare for local service; full fare for express service) and will be allocated as a regional service without allocation to the Member or subregional jurisdictional equity, if applicable. Participation in the ADA Platinum Pass Program is voluntary by Member and may be cancelled by Member by providing a ninety (90) calendar day written notice to RPTA. This program is designed to encourage ADA certified individuals to use fixed-route service for a trip whenever possible, in lieu of a traditional paratransit trip. This program provides cost avoidance for both the participating city and the customer. Each eligible ADA certified passenger that opts to participate will receive a reduced fare ADA Platinum Pass to be used at rail fare vending machines and at bus fare boxes for the payment of fare, as defined by the Valley Metro RPTA Board approved fare policy in effect. Current fare information can be found at http://www.valleymetro.org/paying_your_fare/fare_options/.

SCHEDULE'S "G" - "I"
INTENTIONALLY LEFT BLANK

ITEM #: 11.
DATE: 06/23/2025
AI #:2677

CITY COUNCIL ACTION REPORT

SUBJECT: **GOODYEAR PUBLIC TRANSPORTATION AGENCY SAFETY PLAN**

STAFF PRESENTER(S): Christine McMurdy, Project Management Coordinator

SUMMARY

On July 19, 2019, the Federal Transit Administration (FTA) published the Public Transportation Agency Safety Plan (PTASP) Final Rule, requiring public transportation systems that receive federal grant funds to develop safety plans that include Safety Management Systems (SMS) and to set safety performance measure targets. City Council approved a microtransit program in Goodyear with the intent that it would be partially funded by federal grants. Since the city is using federal grants to fund the microtransit program, the city is required to comply with all FTA terms and must develop a PTASP. The Transit Division of the Engineering Department has created a PTASP in compliance with the FTA requirements. Council is requested to approve the city's PTASP.

STRATEGIC PLAN ALIGNMENT

SAFE & VIBRANT COMMUNITY

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2478 APPROVING THE 2025 PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP) FOR THE CITY OF GOODYEAR; AUTHORIZING THE CITY MANAGER TO SUBMIT THE 2025 CITY OF GOODYEAR PTASP TO THE FEDERAL TRANSIT ADMINISTRATION (FTA); AND PROVIDING AN EFFECTIVE DATE (Christine McMurdy, Project Management Coordinator)

FISCAL IMPACT

There is no fiscal impact associated with this action.

BACKGROUND AND PREVIOUS ACTIONS

In September 2022, the City Council approved a contract with First Transit, LLC to implement a microtransit program ("WeRIDE") in Goodyear with the intent it would be partially funded with a federal grant under 49 U.S.C. Section 5307 (FTA Grant). Under the FTA Grant, the city of Phoenix is designated as the FTA Grant recipient, with Goodyear acting as a subrecipient. In April 2023, City Council approved an intergovernmental agreement with the city of Phoenix to receive $500,000 in FTA Grant funds as a subrecipient to operate WeRIDE.

Operators of public transportation systems that receive federal funds under the FTA Grant must develop a PTASP, which applies to all operators of public transportation systems that are recipients and sub-recipients of federal financial assistance. With the operation of the WeRIDE microtransit service, Goodyear falls under this requirement and its PTASP must include the following elements:

- Safety performance targets
- Safety management policy
- Discussion of methods for safety hazard identification, risk assessment, and risk mitigation
- Discussion of safety promotion
- Designation of staff being accountable for various safety-related responsibilities
- Protocols for communication of safety-related data and information.

The Bipartisan Infrastructure Law amended the FTA's safety program by adding to the PTASP requirements to include:

- Requiring the establishment of a Safety Committee.
- Requiring the establishment of a risk-reduction program and targets to improve safety by reducing the number and rates of accidents, injuries, and assaults on transit workers; and
- Requiring the creation of strategies consistent with the guidelines of the Centers for Disease Control and Prevention (CDC), or a state health authority, to minimize the exposure of the public, personnel, and property to infectious diseases and unsafe conditions.

STAFF ANALYSIS

The city prepared its PTASP (Attachment A, Exhibit A). Most of the PTASP requirements are already met by the city's contracted microtransit service provider, Transdev. The staff in Avondale and Goodyear collaborated on the development of individual PTASP plans, with significant guidance provided by the city of Phoenix Public Transit Department, to ensure the requirements are met as a collaborative effort, requiring no additional effort on the part of Transdev to achieve the goals set by FTA. The Transdev team that manages WeRIDE has already engaged in regular safety meetings that allow operational staff to discuss issues or provide suggestions regarding safety beyond their day-to-day input in a formal meeting environment. Strategies to comply with the new CDC guidelines are in development. WeRIDE is proud to continue to build on an already successful risk reduction program/targets, having zero injuries and assaults on transit workers and only two minor accidents (Avondale) over three years of operations.

The Goodyear PTASP plan will be reviewed annually by the city of Phoenix, as the designated FTA Grant recipient, to ensure ongoing compliance with all FTA requirements.

This request is for Council approval of Resolution No. 2025-2478 and the Goodyear Public Transportation Agency Safety Plan (Attachment A).

Attachments

Attachment A – Resolution No. 2025-2478 with Exhibit A

RESOLUTION NO. 2025-2478

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE 2025 PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP) FOR THE CITY OF GOODYEAR; AUTHORIZING THE CITY MANAGER TO SUBMIT THE 2025 CITY OF GOODYEAR PTASP TO THE FEDERAL TRANSIT ADMINISTRATION (FTA); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in September 2022, the Goodyear City Council approved a contract with First Transit, LLC to implement a microtransit program in Goodyear with the intent it would be partially funded with a Section 5307 Urbanized Area Formula Grant ("FTA Grant"); and

WHEREAS, the City of Phoenix was the designated FTA Grant recipient and in April 2023, the Goodyear City Council approved an Intergovernmental Agreement with the City of Phoenix to receive a $500,000 as a subrecipient of the FTA Grant to operate a Microtransit Pilot Program; and

WHEREAS, Goodyear, as a subrecipient of federal funding, is required to accept and comply with all terms and conditions set forth in the FTA Master Grant Agreement; and

WHEREAS, certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants (49 U.S.C. § 5307) must develop a PTASP that includes the processes and procedures to implement a Safety Management System ("SMS"); and

WHEREAS, the city of Goodyear Engineering Department Transit Division manages the full turnkey microtransit contract partially funded by the FTA and is responsible for ensuring all processes and procedures to implement the SMS required by the Goodyear PTASP are fulfilled; and

WHEREAS, the city of Goodyear Engineering Department Transit Division has created a PTASP which implements the SMS in compliance with the FTA Master Agreement.

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

SECTION 1. The 2025 City of Goodyear Public Transportation Agency Safety Plan (PTASP), attached hereto as Exhibit A, and incorporated herein by this reference, is hereby approved.

SECTION 2. Resolution 2025-2478 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 23rd day of June, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Exhibit A

Public Transportation Agency Safety Plan

City of Goodyear

Public Transportation Agency Safety Plan

Revision 1

In compliance with 49 CFR Part 673 and 49 U.S.C. § 5329



TABLE OF CONTENTS

Executive Summary **7**
Plan Adoption – 673.11(a)(1) 9
Certification of Compliance – 673.13(a)(b) 9
Transit Agency Information – 673.23(d) **10**
Authorities & Responsibilities – 673.23(d) 12
Safety Policies and Procedures **14**
Safety Management Policy – 673.23(a) 14
Employee Safety Reporting Program – 673.23(b) 14
Communicating the Policy Throughout the Agency – 673.23(c) 15
PTASP Development and Coordination with ADOT – 673.11(d) 15
PTASP Annual Review – 673.11(a)(5) 15
PTASP Maintenance – 673.11(a)(2)(c) 16
PTASP Documentation and Recordkeeping – 673.31 16
Safety Performance Measures – 673.11(a)(3) 16
Safety Performance Target Coordination – 673.15(a)(b) 18
Safety Management Systems – 673 subpart C **19**
Safety Risk Management – 673.25 19
Safety Hazard Identification – 673.25(b) 21
Safety Risk Assessment – 673.25I 22
Safety Risk Mitigation – 673.25(d) 24
Risk Reduction Program – 49 USC Section 5329(d)(1)(I) 24
Safety Assurance – 673.27 (a) 25
Safety Performance Monitoring and Measuring – 673.27 (b) 25
Safety Event Investigations – 673.27(B)(3) 26
Safety Promotion – 673.29 27
Safety Competencies and Training – 673.29(a) 27
Safety Communication – 673.29(b) 28
Appendix A **29**
Glossary of Terms 29
Additional Acronyms Used 32
Appendix B **33**
Board Minutes or Resolution 33
Appendix C **34**
Safety Committee Membership 34
Appendix D **36**
Safety Training Curriculum ..... **Error! Bookmark not defined.**

LIST OF FIGURES

Figure 1: Goodyear Transit Organizational Chart 12
Figure 2: Safety Management Systems 19
Figure 3: Safety Risk Management Process 20
Figure 4: Sample Risk Register 21
Figure 5: Safety Risk Assessment Matrix 23

LIST OF TABLES

Table 1 Hours of Service 10
Table 2: Agency Information 11
Table 3: PTASP Annual Update Timeline 15
Table 4: PTASP Record of Changes 16
Table 5: Goodyear 2025 Safety Performance Targets 17

Executive Summary

Moving Ahead for Progress in the 21st Century (MAP-21) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. MAP-21 expanded the regulatory authority of FTA to oversee safety, providing an opportunity to assist transit agencies in moving towards a more holistic, performance-based approach to Safety Management Systems (SMS). This authority was continued through the Fixing America's Surface Transportation Act (FAST Act).

In compliance with MAP-21 and the FAST Act, FTA promulgated a Public Transportation Safety Program on August 11, 2016, that adopted SMS as the foundation for developing and implementing a Safety Program. FTA is committed to developing, implementing, and consistently improving strategies and processes to ensure that transit achieves the highest practicable level of safety. SMS helps organizations improve upon their safety performance by supporting the institutionalization of beliefs, practices, and procedures for identifying, mitigating, and monitoring safety risks.

The subject of this document is the Public Transportation Agency Safety Plan (PTASP) rule, 49 CFR Part 673, and guidance provided by FTA.

In November 2021, the Bipartisan Infrastructure Law (BIL) was signed into law and amended FTA's safety program at 49 United States Code (USC) Section 5329(d) by adding to the PTASP requirements. Changes include strategies to minimize exposure to infectious diseases, strategies to reduce assaults on transit workers, expansion of training, and the formation of a Safety Committee. As of the publication of this revision of the Agency Safety Plan, the FTA released a Notice of Proposed Rulemaking (NPRM) regarding changes based on the BIL. These changes will not substantially change this Agency Safety Plan as they will codify what was included in 49 U.S.C. 5329(d).

Additionally, FTA recently released proposed revisions to the National Public Transportation Safety Plan (NPTSP) to address the new requirements in the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA) to further advance transit safety. This Plan supersedes the one which FTA published in January 2017. It lays out a performance-based approach to reduce injuries and fatalities on transit systems under FTA's safety jurisdiction. If these changes are ratified, this plan will be updated to include safety training for maintenance staff as well as de-escalation training for all safety sensitive personnel. Three new Safety Performance Measures will be added for tracking including "Transit Worker Fatality Rate", "Assaults on Transit Workers", and "Rate of Assaults on Transit Workers". This plan will then be updated to include two new Safety Risk Reduction Program Measures which are "Assaults on Transit Workers" and "Rate of Assaults on Transit Workers, both of which are already reported by Goodyear to the FTA through the National Transit Database (NTD).

Furthermore, In April 2024, the FTA made important updates to the Public Transportation Agency Safety Plan (PTASP) regulations to improve safety management and performance monitoring for transit agencies. These updates stress the need for decisions based on data and proactive risk management. Key changes include using advanced safety performance metrics to provide a more complete view of safety by recording a wider range of incidents and near-misses. This helps agencies spot potential hazards earlier and take action to prevent them. Additionally, the FTA now requires more thorough training programs for transit staff, focusing on modern safety management systems (SMS) practices and emergency preparedness to create a knowledgeable workforce focused on the culture of safety.

The updated PTASP regulation also adds stronger oversight and accountability measures for 5307 agencies. These agencies must now conduct regular safety audits and submit detailed reports on their safety performance and compliance with SMS as detailed in their PTASP plans. These reports should include specific plans for addressing any safety issues identified and providing a commitment to continuous improvement. The regulation also highlights the importance of management in promoting a safety-first culture and encouraging executives to be actively involved in safety planning and decision-making processes, thereby promoting safety communications in a top-down and bottom-up feedback.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At Goodyear, all levels of management, administration and operations are responsible for the safety of their customers and themselves. To improve public transportation safety to the highest practicable level in the state and comply with FTA requirements, the Phoenix Transit Department (PTD) originally developed this Agency Safety Plan (ASP) in collaboration with Goodyear.

To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the National Public Transportation Safety Plan (NSP), Goodyear has adopted this PTASP and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 U.S.C. 5329(d)(1)(A)[1]. While safety has always been a primary

[1] Federal Register, Vol. 81, No. 24

function at Goodyear, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule, as amended.
TransDev, as the turnkey contractor on behalf of the City of Goodyear, operates transit services and manages safety programs detailed within this PTASP. It is critical that all references to operational responsibilities in this document clearly delineate that TransDev performs these functions under contractual obligations to Goodyear.

Plan Adoption – 673.11(a)(1)

This Public Transit Agency Safety Plan is hereby adopted, certified as compliant, and signed by:

Stephen Scinto, Engineering Director, City of Goodyear

ACCOUNTABLE EXECUTIVE SIGNATURE DATE

Christine McMurdy, Project Management Coordinator, City of Goodyear

CHIEF SAFETY OFFICER (CSO) SIGNATURE DATE

Certification of Compliance – 673.13(a)(b)

ADOT certified in August 2020 that the PTASP was in full compliance with 49 CFR Part 673. This iteration of the PTASP has been adopted and will be implemented by Goodyear as evidenced by the plan approval from the City Council and signatures from the Accountable Executive and CSO required under 49 CFR Part 673.11(a)(1)

Transit Agency Information – 673.23(d)

The City of Goodyear, Arizona, provides on-demand micro transit services to a 17-square mile area of central Goodyear through WeRIDE.

WeRIDE connects residents to destinations within a designated service zone in Goodyear through a convenient app-based or phone reservation system. Services are provided as shown in Table 1:

TABLE 1 HOURS OF SERVICE

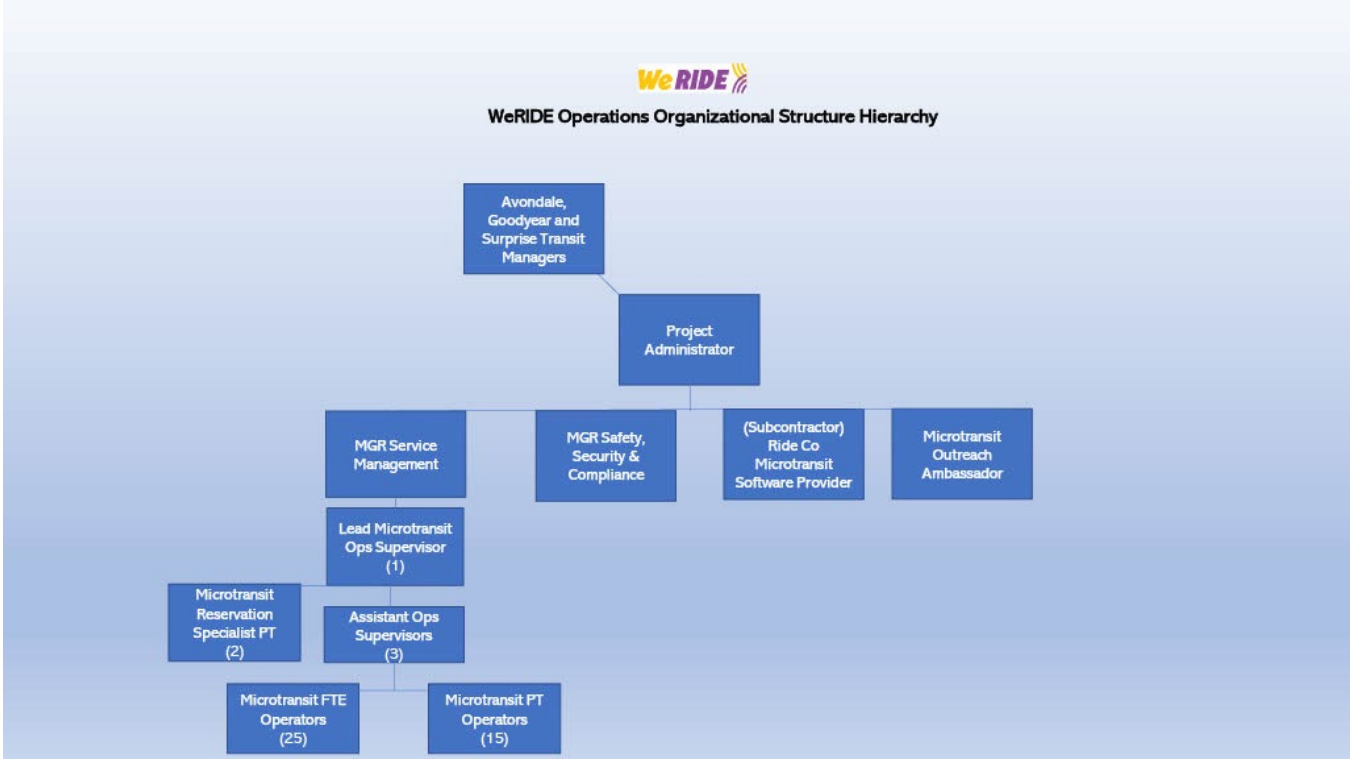
	MICROTRANSIT SERVICE
MONDAY THROUGH FRIDAY	6:00 AM to 8:00 PM
SATURDAY	No Service
SUNDAY	No Service
NATIONAL HOLIDAYS	No Service

See further details of the Goodyear-authorized, TransDev maintenance program under the Safety Risk Management section. Table 2 contains agency information, while an organizational chart for Goodyear is provided in Figure 1.

TABLE 2: AGENCY INFORMATION

Information Type	Information		
Full Transit Agency Name	City of Goodyear		
Transit Agency Address	1900 N. Civic Square, Goodyear AZ 85395-2012		
Name and Title of Accountable Executive 673.23(d)(1)	**Stephen Scinto, Engineering Director**		
Name of Chief Safety Officer or SMS Executive 673.23(d)(2)	**Christine McMurdy, Project Management Coordinator**		
Mode(s) of Service Covered by This Plan 673.11(b)	Demand Response		
FTA Funding Types (e.g., 5307, 5310, 5311)	5307		
Mode(s) of Service Provided (e.g., Fixed Route, Demand Response, ADA Paratransit, etc.)	Demand Response	**List All FTA Funding Types (e.g., 5307, 5310, 5311)**	Sections 5307
Vehicles Operated in Maximum Service, by Mode	Demand Response: 15		
Mode(s) of Service Contracted Out to Third Party Operators (TPOs)	Demand Response		
Name of Third-Party Operator (if applicable) and contact person	Transdev (WeRide)		
Does the agency provide transit services on behalf of another transit agency or entity?	No	**Description of Arrangement(s)**	N/A
No. of Fixed Bus Routes:	N/A		
Annual Vehicle Revenue Miles (VRM) (Yr 2024)	253607		
Annual Unlinked Passenger Trips (UPT) (Yr 2024)	61297		

Figure 1: Goodyear Transit Organizational Chart



Authorities & Responsibilities – 673.23(d)

Goodyear is establishing the necessary authority, accountabilities, and responsibilities for the management of safety amongst the key individuals within the WeRIDE operation, as those individuals relate to the development and management of the SMS, as required in 49 CFR Part 673.23(d). In general, the following defines the personnel, authority, and responsibilities associated with the organization.

The **Accountable Executive**, in this case the Goodyear Engineering Director, has ultimate responsibility for ensuring the SMS of our public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the ASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan, in accordance with 49 U.S.C. 5326. The Accountable Executive has authority and responsibility to address substandard performance in the SMS, per 673.23(d)(1).

The **Goodyear Project Management Coordinator** will serve as the CSO. The **CSO** is an adequately trained individual who has the authority and responsibility as designated by the Accountable Executive for the day-to-day implementation and operation of the Goodyear SMS. As such, the CSO is able to report directly to our transit agency's Accountable Executive.

Key staff are staff, groups of staff, or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating our agency's SMS.

Frontline employees perform the daily tasks and activities where hazards can be readily identified so the identified hazards can be addressed before the hazards become adverse events. These employees are critical to SMS success through each employee's respective role in reporting safety hazards, which is where an effective SMS and a positive safety culture begins. Frontline employees contracted by Goodyear include the operators, dispatchers, and supervisory personnel.

The **Safety Committee** is a committee convened by a joint labor-management process comprised of an equal number of frontline employees (selected by a labor organization representing the plurality of the frontline workforce employed by the recipient or, if applicable, a contractor to the recipient, to the extent frontline employees are represented by labor organizations) and management. Pursuant to the Bipartisan Infrastructure Law (BIL) updates to 49 USC Section 5329(d), Goodyear has created a Safety Committee composed of an equal representation of frontline WeRIDE employees and external management representatives. The Safety Committee at a minimum, is responsible for:

- Review and approval of this PTASP;
- Identify and recommend risk-based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the agency's safety risk assessment;
- Identify mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended; and
- Identify safety deficiencies for purposes of continuous improvement.

See the charter in Appendix C.

Safety Management Policy – 673.23(a)

Goodyear recognizes that the management of safety is a core value. Goodyear is committed to providing safe and reliable transportation to the communities it serves. The management team of Goodyear will embrace the SMS and is committed to developing, implementing, maintaining, and constantly improving processes to ensure safety. As SMS is a top-down method for instituting safety practices throughout the agency, all levels of management and frontline employees are committed to safety and understand that safety is the primary responsibility of all employees. As necessary, Goodyear will develop plans, procedures, structures, and resources to support the implementation of SMS within the agency. Goodyear is committed to performing the following activities to implement SMS and this PTASP:

- Communicate the purpose and benefits of the SMS to all contracted staff, managers, supervisors, and employees through Safety Promotion activities. This communication will specifically define the duties and responsibilities of each employee throughout the organization and all employees will receive appropriate information and SMS training.
- Provide appropriate management involvement and the necessary resources to establish an effective employee safety reporting system that will encourage contracted employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identify hazardous and unsafe work conditions and analyze data from the TransDev employee reporting system. After thoroughly analyzing provided data, the WeRIDE transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.
- Ensure that no action will be taken against TransDev employees who disclose safety concerns through the reporting system, unless disclosure indicates an illegal act, gross negligence, or deliberate or willful disregard of regulations or procedures.
- Establish Safety Performance Targets (SPTs) that are realistic, measurable, and data driven and a reduction of the three-year rolling average.
- Continual improvement of safety performance through management processes ensure appropriate safety management action is taken and is effective.
- Ensure the SMP is signed by highest executive in the agency to convey that SMS is important to the highest level of the organization.
- Provide resources for managing safety during service delivery.
- Convey to TransDev employees and agency stakeholders that receiving safety information is critical to the operation and success of the SMS.
- Ensure that the TransDev strategies and guidelines to address infectious disease planning and response is consistent with the Centers for Disease Control and Prevention and the Arizona Department of Health Services and local health authorities in order to minimize exposure to infectious diseases in accordance with 49 USC section 5329 (d)(1)(D) through the Personnel Administrative Regulations, 9-3: Communicable Disease Outbreak program.

Employee Safety Reporting Program – 673.23(b)

TransDev operates the Employee Safety Reporting Program (ESRP) on behalf of Goodyear, with oversight by the city to ensure compliance with federal requirements. Goodyear and TransDev collaboratively ensure that safety concerns are addressed effectively, with clear feedback mechanisms for frontline staff.
Frontline employees are a significant source of safety data as they are typically the first line of defense in daily operations and maintenance. These employees are typically the first to spot unsafe conditions that arise from

unplanned conditions either on the vehicles, in the maintenance shop, or in the field during operations. For this reason, the Employee Safety Reporting Program (ESRP) is a major tenet of the PTASP Rule. Under this requirement, agencies must establish and implement a process that allows employees to report safety conditions directly to senior management; provides protections for employees who report safety conditions to senior management; and includes a description of employee behaviors that may result in disciplinary action. Goodyear management will ensure that all TransDev contracted employees are encouraged to report safety conditions directly to senior management or their direct supervisor for elevation to senior management. The ESRP also covers any contract employees. As a part of its ESRP, Goodyear management will strive to regularly update the individual(s) or group that provided the initial report to advise on what steps have and will be taken to address the hazard(s). This is a critical aspect of SMS in order to provide a feedback loop and provide employees with assurances that safety concerns are heard and are addressed accordingly.

Communicating the Policy Throughout the Agency – 673.23(c)

Goodyear is committed to ensuring the safety of our passengers, personnel, and operations. Part of that commitment is developing an SMS and agency wide safety culture that reduces agency risk to the lowest level possible. The first step in developing a full SMS and agency wide safety culture for contracted employees is communicating the SMP throughout the agency. The SMP and safety objectives are at the forefront of all communications. This communication strategy will include posting the policy in prominent work locations for existing employees and adding the policy statement to the on-boarding material for all new employees. In addition, the policy statement and safety moments will become part of our agency's regular safety meetings and other safety communications efforts. The signed PTASP serves as the Accountable Executive's endorsement of the SMP. Additionally, the Goodyear City Council annually adopts the PTASP and the SMP.

PTASP Development and Coordination with ADOT – 673.11(d)

This PTASP was originally developed in collaboration between the City of Phoenix Public Transportation Department (PTD) and the City of Goodyear in accordance with all requirements stated in 49 CFR Part 673 and 49 USC Section 5329 applicable to a small public transportation provider.

PTASP Annual Review – 673.11(a)(5)

Per 49 USC 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of Goodyear's ongoing commitment to fully implementing SMS and engaging our contractor's employees in developing a robust safety culture, Goodyear reviews the ASP and all supporting documentation annually. The review is conducted as a precursor to certifying to FTA that the PTASP is fully compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification is accomplished through Goodyear's annual Certifications and Assurances reporting to FTA.

The annual review includes the PTASP and associated supporting documents (e.g., Standard Operating Procedures [SOP], Policies, Manuals, etc.) that are used to fully implement all the processes used by TransDev to manage safety for Goodyear's on-demand service. All changes are noted (as discussed below) and the Accountable Executive and CSO sign and date the title page of this document and provide documentation of approval by the Goodyear Transit Safety Committee followed by the Goodyear City Council, whether by signature, by reference to resolution, or by agenda item approval.

The annual PTASP review follows the update activities and schedule provided below in Table 3. As processes are changed to fully implement SMS or new processes are developed, Goodyear will track those changes for use in the annual review.

TABLE 3: PTASP ANNUAL UPDATE TIMELINE

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct
Review Agency Operations	→	→							
Review SMS Documentation *Safety Policy;* *Risk Management;* *Safety Assurance; and* *Safety Promotion.*		→	→						
Review Previous Targets and Set or Continue Targets			→	→					
Report Targets to National Transit Database (NTD), Metropolitan Planning Organization					→				

(MPO) – Maricopa Association of Governments (MAG)									
Make Any Necessary Adjustments to PTASP									
Update Version No., Adopt & Certify Plan Compliance									★

The following table, Table 4, is used to record final changes made to the ASP during the annual update. This table is a permanent record of the changes to the ASP over time.

TABLE 4: PTASP RECORD OF CHANGES

Document Version	Section/Pages Changed	Reason for Change	Reviewer Name(s)	Date of Change
1	New Document		Chris Larue, Aidan Quirke, Kashmala Tahir	December 2024

The implementation of SMS is an ongoing and iterative process, and, as such, this PTASP is a working document. Therefore, a clear record of changes and adjustments is kept in the PTASP for the benefit of safety plan performance management and to comply with Federal statutes.

PTASP Maintenance – 673.11(a)(2)(c)

Goodyear follows the annual review process outlined above and adjusts the PTASP as necessary to accurately reflect current implementation status. This plan documents the processes and activities related to SMS implementation as required under 49 CFR Part 673 Subpart C and Goodyear makes the necessary updates to this PTASP as it continues to develop and refine its SMS implementation.

PTASP Documentation and Recordkeeping – 673.31

At all times, Goodyear's contracted service provider maintains documents that set forth within the PTASP, including those documents related to the implementation of TransDev SMS processes and activities. TransDev's Document Retention Policy is further described in section 41-151.15 of Preservation of Public Records, under the Arizona Revised Statutes.

Goodyear's contracted provider, TransDev, also maintains documents that are included in whole, or by reference, that describe the programs, policies, and procedures that our agency uses to carry out the PTASP and all iterations of those documents. These documents can be made available upon request to the FTA, other Federal entity, or ADOT. These include:

- Transit Safety Committee meeting agendas and notes;
- Employee ride-check results;
- Employment records;
- Safety bulletins;
- Preventive and corrective maintenance records;
- Corrective Action Plans;
- Training records; and
- Accident and incident investigations.

Goodyear's contractor, TransDev, maintains these documents and records for a minimum of three years after the documents are created. These additional supporting documents are cataloged in Appendix A and the list are kept current as a part of the annual PTASP review and update.

Safety Performance Measures – 673.11(a)(3)

The PTASP Final Rule, 49 CFR Part 673.11(a)(3), requires that all public transportation providers must develop a PTASP to include SPTs based on the safety performance measures established under the NSP. The safety performance measures outlined in the NSP were developed to ensure that the measures can be applied to all modes

of public transportation and are based on data currently being submitted to the NTD. The safety performance measures included in the NSP are fatalities, assaults on transit workers, injuries, safety events, and system reliability (note that State of Good Repair is developed and tracked in the Transit Asset Management (TAM) Plan). TransDev collects and submits safety performance data in compliance with this PTASP, which Goodyear reviews and uses to develop its Safety Performance Targets (SPTs).
There are eight SPTs that must be included in each ASP that are based on the five performance measures in the NSP.

- Fatalities – Total number of reportable fatalities and rate per total VRM by mode;
- Injuries – Total number of reportable injuries and rate per total VRM by mode;
- Safety Events – Total number of reportable events and rate per total VRM by mode; and
- System Reliability – Mean distance between major mechanical failures by mode.
- Assaults on Transit Workers: Total number of reportable assaults on transit workers and rate per total VRM by mode.

These SPTs are presented in terms of total numbers reported and rate per Vehicle Revenue Mile (VRM). With the Bipartisan Infrastructure Law changes in 49 USC Section 5329(d), agencies must use a reduction of the three-year rolling average to identify the baseline for the safety performance targets (SPT), which is broken down in Table 5. The last row of the Table includes the SPTs for 2025.
In compliance with the new FTA regulations requiring a reduction in SPTs, the following methodology will be applied:

1. **Annual Review and Reduction of SPTs:**
    - Each SPT will be reviewed on an annual basis, using the three-year rolling average as the baseline.
    - A 5% reduction will be applied to each target to ensure continuous improvement in safety performance.
2. **Rounding and Minimum Reduction Criteria:**
    - If the 5% reduction results in a non-integer value (e.g., 3.8), the target will be rounded up to the nearest whole number.
    - If applying a 5% reduction results in a target lower than 1, the target will be set at zero.
3. **Implementation and Monitoring:**
    - The revised SPTs will be incorporated into the PTASP and communicated to all relevant personnel.
    - Performance against these targets will be continuously monitored, with adjustments made as necessary to reflect changes in operational conditions.
4. **Documentation and Justification:**
    - The rationale for each reduction, including any rounding adjustments, will be thoroughly documented.

TABLE 5: GOODYEAR 2025 SAFETY PERFORMANCE TARGETS

DR (per 100,000 VRM)									
Mode - DR	**Fatalities**	**Rate of Fatalities**	**Injuries**	**Rate of Injuries**	**Assaults on Transit Workers**	**Rate of Assaults**	**Safety Events**	**Rate of Safety Events**	**System Reliability ****

2023 Actual	0	0.00	0	0.00	0.00	0.00	0	0.00	137,962
Average	0	0.00	0	0.00	0.00	0.00	0	0.00	137,962
2025 SPT (DR)	0	0.00	0	0.00	0.00	0.00	0	0.00	253607

*rate = events per 100,000 vehicle revenue miles / **System Reliability = miles between major mechanical failures
While safety has always been a major component of the Goodyear/TransDev operation, the adoption of this PTASP will result in changes across all aspects of the organization. The SPTs in Table 5 reflect an acknowledgement that SMS implementation will produce new information that will be needed to accurately set meaningful SPTs.
Goodyear will continue to set targets at the current NTD reported three-year average as it begins the process of fully implementing SMS and developing its targeted safety improvements. This will ensure that Goodyear's contracted service provider does no worse than the baseline performance over the last three years.
As part of the annual review of the PTASP, Goodyear reevaluates TransDev's SPTs and determines whether the SPTs need to be refined based on the three previous years of NTD data.

Safety Performance Target Coordination – 673.15(a)(b)

Goodyear makes its SPTs available to ADOT and the MPO, Maricopa Association of Governments, to aid in those agencies' respective regional and long-range planning processes, including the Transportation Improvement Plans.
Each year during the FTA Certifications and Assurances reporting process, Goodyear will transmit any updates to its SPTs to both PTD and Valley Metro
Additionally, TAM is a key method for agencies to monitor potential safety concerns with assets as they are used and age. Goodyear strives to ensure that it meets compliance requirements in development of the biennial updates to the TAM Plan, including its TAM performance targets and measures.

Safety Management Systems – 673 subpart C

As previously noted, FTA has adopted SMS as the basis for improving safety across the public transportation industry. In compliance with the NSP, 49 CFR Part 673, and 49 USC Section 5329 (d), Goodyear is adopting SMS as the basis for ensuring their contracted provider is directing and managing safety and risk. Goodyear has always viewed safety as a core business function. All levels of management and employees, including the city's contractors, are accountable for appropriately identifying and effectively managing risk in all activities and operations to deliver improvements in safety and reduce risk to the lowest practical level during service delivery.

SMS is comprised of four basic components: SMP, SRM, SA, and SP. The SMP and SP are the enablers that provide structure and supporting activities that make SRM and SA possible and sustainable. The SRM and SA are the processes and activities for effectively managing safety as presented in Figure 2.

FIGURE 2: SAFETY MANAGEMENT SYSTEMS



Implementing SMS will be continued task for the City of Goodyear over the years. Further on, Goodyear will keep assessing the programs put in place through continuous improvement. This PTASP is the first step to putting in place a systematic approach to managing the agency's risk. Goodyear has already taken several steps to implement SMS, such as developing this initial PTASP and designating a CSO.

Safety Risk Management – 673.25

By adopting this ASP, Goodyear is establishing the Safety Risk Management process presented in Figure 3 that TransDev uses for identifying hazards and analyzing, assessing, and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25. The Safety Risk Management processes described in this section is designed to ensure the contractor can implement the Goodyear-authorized SMS.

FIGURE 3: SAFETY RISK MANAGEMENT PROCESS



The implementation of the SRM component of the SMS will be carried out over the course of the next few years. The SRM components will be implemented through a program of improvement during which the SRM processes will be implemented, reviewed, evaluated, and revised, as necessary, to ensure the processes are achieving the intended safety objectives as the processes are fully incorporated into Goodyear's contracted provider, TransDev's SOPs.

The SRM is focused on implementing and improving actionable strategies that Goodyear has undertaken with TransDev to identify, assess and mitigate risk. The creation of a Risk Register provides an accessible resource for documenting the SRM process, tracking the identified risks, and documenting the effectiveness of mitigation strategies in meeting defined safety objectives and performance measures. The draft Risk Register is presented in Figure 4.

FIGURE 4: SAMPLE RISK REGISTER

Hazard ID	Hazard Type	Source	Identification Date	Description	Hazard Rating (Likelihood and Consequence)	Mitigation	Status of feedback with reporter (if applicable)	Updated Hazard Rating (after mitigation)

As the SRM process progresses through the steps of identifying what may be wrong, what could happen as a result, and what steps Goodyear/TransDev is taking to resolve the risk and mitigate the hazard, the CSO completes and publishes the various components of the Risk Register. These components include the use of safety hazard identification, safety risk assessment, and safety risk mitigation, as described in the following sections.

Safety Hazard Identification – 673.25(b)

Goodyear has a series of methodologies to identify safety hazards, primarily through frontline personnel. These methods primarily involve identifying hazards during operations along the line (i.e., traffic hazards, obstacles, pedestrian hazards, etc.) as well as through the inspection and maintenance process. Goodyear has policies, procedures and training methods in place that focus on managing safety and methods to report hazardous or unsafe conditions. Contracted transit employees can report safety concerns using several methods, starting with reporting the situation to a lead or supervisor, or the Transit Safety Committee. Goodyear has training requirements for staff in areas of safety, which are monitored by Human Resources to verify all staff complete the required safety training. There are videos available to all employees to supplement training regarding safety. (See training under Safety Promotion). Goodyear's contracted provider, TransDev, has conducted Job Hazard Analyses for all transit positions and certain job duties, which can result in injury if not performed correctly.

Goodyear ensures that the contractor has processes in place to identify and mitigate these hazards as soon as possible, preferably at the time of identifying and reporting the hazard. However, Goodyear will plan to use the Risk Register as a process to assess the hazards and identify any trends.

Maintenance and Inspections

Maintenance services and inspections are carried out by TransDev under contractual obligations with Goodyear. All inspection records and maintenance activities are documented and verified by Goodyear's transit management team. The agreement provides vehicle maintenance and fleet administration as having the primary responsibility of ensuring that all WeRIDE vehicles are safe and available for their intended purpose. Transit specific inspection and maintenance schedules are developed with detailed checklists of items to inspect and maintain at regular set intervals. Responsibilities under the FSD include conducting regulatory and safety inspections of the vehicles. Drivers additionally are required to conduct a pre- and post-trip inspection through the Microtransit Driver Vehicle Inspection Form. If no safety issues are identified, these inspections sheets are turned in daily and kept with the vehicle records. These inspections must be turned into the dispatch office at the end of each workday or electronically submitted if using electronic devices. In addition, drivers are charged with submitting any maintenance item to the FSD to ensure corrective action is taken. FSD also uses the Supervisor/Senior Operator Transit Vehicle Inspection Form for tracking any defects to be reported to FSD. The process for using the forms is explained in Section 6 – Employee Responsibilities of the Transit Handbook.

Operations

During daily operations, operators, supervisors, and dispatchers are expected to report any hazards they may identify throughout their shifts. Operations staff are a critical component of the safety risk management and hazard identification process. If a frontline employee or contractor identifies a hazard in operating areas or in private City facilities, they are required to report the hazard to management through the quickest method possible as well as to the Safety Coordinator using the Safety Concern and Near Miss Form. Ideally, if a hazard is identified along a route or other operating areas, they work with management staff to mitigate the problem immediately. If this is not feasible, management and frontline staff will work together to identify a mitigation and track it to completion. Regardless of how the hazard is mitigated, the CSO ensures that all identified hazards are tracked through the Risk Register in order to have a documented list of hazards within or affecting the operations. See more details on the safety risk assessment and mitigation processes in the sections below.

Cyber Security

In the context of transit safety, the City of Goodyear, AZ ensures the safety and security of its systems, data, and end-users by ensuring our contractor implements robust security management systems. These systems are designed to mitigate cybersecurity risks and adhere to industry standards, such as mapping Center for Internet Security (CIS) controls to the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). To promote end user security, regular cybersecurity training sessions are conducted, and multiple simulated phishing campaigns are employed to enhance awareness and preparedness. Workstations at the transportation agency are forefield through the utilization of a patch management solution, an advanced web filtering client, and continuous monitoring and response through a managed endpoint detection system, available round-the-clock, all year long.

At the network level, the City incorporates a cloud-based Web Application Firewall (WAF) to safeguard against potential cyber threats. Additionally, multiple physical and virtual segments are protected using Next-Generation Firewalls (NGFW), and the environment is equipped with strategically placed and monitored Intrusion Prevention Systems (IPS) to further enhance security measures. To maintain the integrity of web platforms, email services, remote access, and administrative access to SAAS admin consoles and servers, the city mandates the use of Muli-Factor Authentication (MFA). This ensures an added layer of protection against unauthorized access and helps safeguard critical systems and data.

Procurement

The transit procurement process for Goodyear leverages an existing contract managed by Avondale Procurement. Specifically, Goodyear has piggy-backed off Avondale's contract for microtransit services. Avondale Procurement oversees all amendments and assumes responsibility for the associated administrative processes involving TransDev and WeRIDE. This arrangement ensures compliance with applicable procurement requirements while streamlining operations for Goodyear.

Safety Risk Assessment – 673.25I

TransDev, on behalf of Goodyear, utilizes the Military Standard (MIL-STD) 882E, which is considered an industry best practice. This standard utilizes an overall safety risk rating, which is a composite of the severity and likelihood of a given safety hazard. Figure 5 is a guide to the severity/probability which provides a final rating. TransDev performs safety risk assessments as part of its contractual responsibilities and collaborates with Goodyear to implement necessary risk mitigations.

Hazard severity is a subjective measure of hazard, supported by factual data, and will be categorized as follows:

- Catastrophic – Death or system loss
- Critical – Severe injury, severe occupational illness, or major system damage
- Marginal – Minor injury, minor occupational illness, or minor system damage
- Negligible – less than minor injury, occupational illness, or system damage
- Insignificant– Operating conditions are such that human error, subsystem or component failure or procedural deficiencies will result in no injury, none or minor damage to equipment, no adverse reputational damage.

Hazard probability is a subjective measure of likelihood that a specific hazard will occur and will be categorized as follows:

- Frequent – Likely to occur frequently
- Probable – Likely to occur several times
- Occasional – Likely to occur sometime
- Remote – Unlikely but possible to occur
- Improbable – So unlikely that it can be rejected from consideration

- Eliminated – Incapable of occurrence

Once hazards are identified and categorized, subsequent analysis will be undertaken to resolve the issue and minimize risk associated with the identified hazard. A hazard resolution matrix is used to combine hazard severity and hazard frequency, as shown in the matrix, to identify the level of acceptance for a specific hazard/risk.

FIGURE 5: SAFETY RISK ASSESSMENT MATRIX

Bus Transit Agency					
HAZARD RISK INDEX					
Probability	**Severity**				
	1	**2**	**3**	**4**	**5**
	Catastrophic	**Critical**	**Marginal**	**Negligible**	**Insignificant**
(A) Frequent	1A	2A	3A	4A	5A
(B) Probable	1B	2B	3B	4B	5B
(C) Occasional	1C	2C	3C	4C	5C
(D) Remote	1D	2D	3D	4D	5D
(E) Improbable	1E	2E	3E	4E	5E
(F) Eliminated					

Figure 6 displays the ultimate breakdown of how Goodyear will address hazards, by their rating:

FIGURE 6: HAZARD ACCEPTANCE CRITERIA

HAZARD ACCEPTANCE CRITERIA			
Hazard Risk Index	**Decision Authority**		**Special Conditions**
	1A, 1B, 1C, 2A, 2B, 3A	Unacceptable	*Must be mitigated*
	1D, 2C, 2D, 3B, 3C, 4A	Undesirable	*Requires bus transit agency management decision:*
	1E, 2E, 3D, 3E, 4B, 4C, 4D, 5A, 5B, 5C	Acceptable with Review	*Requires bus transit agency management decision:*
	4E, 5D, 5E	Acceptable without Review	Acceptable without further review
Eliminated			

Hazards are further defined as:

- Unacceptable Hazards – Hazards with a Hazard Risk Index of 1A, 1B, 1C, 2A, 2B, 3A are "unacceptable" and must be mitigated in the most expedient manner possible to eliminate or control them prior to the project initiating service, by reducing the severity and/or probability of the hazard to an acceptable level.
- Undesirable Hazards – Hazards with a Hazard Risk Index of 1D, 2C, 2D, 3B, 3C, 4A are "undesirable." Goodyear expects their contractor to execute a specific method of corrective action to mitigate the risk based on additional considerations such as the availability of

acceptable alternative measures (workarounds), availability of resources, on a permanent or temporary basis.

- Acceptable with Review Hazards – Hazards with a Hazard Risk Index of 1E, 2E, 3D, 3E, 4B, 4C, 4D, 5A, 5B, 5C are "acceptable with review" by the Microtransit agencies. Goodyear may accept the risk associated with retaining the identified hazard in an "as is" condition with no further corrective action. Alternatively, Goodyear may prescribe their contractor to conduct periodic tests and inspections or other preventative measures to ensure, on a continuing basis, that the original severity and probability ratings are not invalidated over time by degradation of conditions in the subject item.
- Acceptable without Review Hazards – Hazards with a Risk Index of 4E, 5D, 5E are "acceptable" without review. The results of the analysis will be shared by the CSO with the Accountable Executive on an ongoing basis to identify appropriate actions. All "unacceptable" hazards must be eliminated, and measures will be taken for the remaining risk acceptance categories to minimize risk. The results of such analysis will be shared with agency staff and law enforcement agencies on a quarterly basis for awareness and support.

Safety Risk Mitigation – 673.25(d)

In the final step of the SRM process, Goodyear may determine and implement through their contractor, safety mitigation actions to reduce or eliminate all identified safety hazards. Mitigation actions may be developed in the form of elimination, engineering, procedural changes, and/or administrative changes. Once a mitigation action has been identified, Goodyear and their contractor assess all changes that result from the mitigating actions and whether they may introduce new hazards. If existing mitigation measures are sufficient, then no further mitigation actions are necessary. However, Goodyear may need to reassess proposed mitigations to ensure that it will decrease the existing safety risk rating to an acceptable level and avoid the development of any new hazards.

Risk Reduction Program – 49 USC Section 5329(d)(1)(I)

In collaboration with their contractor, TransDev, Goodyear strives to continuously develop and improve its risk reduction program in order to reduce the number and rates of accidents, injuries, and assaults to Goodyear's contracted transit workers. Goodyear will monitor internal data and NTD to assess trends and identify measures to take to reduce vehicular and pedestrian accidents. Additionally, Goodyear will monitor transit worker assault data and identify mitigations, including the deployment of assault mitigation infrastructure and technology, as deemed necessary. In the next iteration of this PTASP, Goodyear will plan to include transit worker assault data in the SPTs, a probable new requirement according to pending changes to the NSP. Such mitigations may include barriers to restrict access from individuals. Such risk reduction assessments will be conducted as a part of the Transit Safety Committee activities.

In addition to working with their contractor to conduct risk reduction assessments, Goodyear, also establishes safety performance targets (see further details in Safety Risk Measures section). These targets are annually updated based on a three-year rolling average of the data submitted by Goodyear to the NTD.

Safety Assurance – 673.27 (a)

Safety assurance is a process that functions to ensure the implementation and effectiveness of safety risk mitigation and is the process by which Goodyear ensures that TransDev/WeRIDE operations meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Performance Monitoring and Measuring – 673.27 (b)

49 CFR Part 673.27 requires transit agencies to establish activities to:

- Monitor its system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance;
- Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;
- Conduct investigations of safety events to identify causal factors; and
- Monitor information reported through any internal safety reporting programs.

Monitoring Operations and Maintenance Compliance 673.27(b)(2)

Goodyear's contractor conducts safety performance monitoring and measuring through several methodologies. In terms of overall state of good repair and maintenance of assets, Goodyear monitors maintenance documentation to identify any potential trends in equipment reliability and potential safety risks. Goodyear monitors TransDev's maintenance records compiled by FSD including:

- Pre- and post-trip inspection forms;
- Bus Driver Vehicle Inspection forms; and
- Corrective maintenance records.

Goodyear's contractor monitors vehicle operations as prescribed in the Transit Vehicle Management Procedures to ensure safe operations. The procedures detail steps to include daily monitoring of vehicles for safety and proper maintenance. Pre- and post-trip forms are required daily by operators and submitted to Transit management for review and retention. The WeRIDE Pre-Trip form includes inspections of components of the vans. The inspections are useful for both initial corrective maintenance if issues are found, but also for monitoring common issues for specific components.

Additionally, Goodyear management ensures that TransDev conduct proficiency checks on operators which may include fitness for duty checks, ride-a longs or stationery and/or trailing ride checks. Goodyear uses the resulting data to identify if there are any common trends or hazards affecting operations. Following ride checks, if any deficiencies are noted, the service provider will coach the operators on any necessary rules to review and areas for improvement.

Monitoring Internal Safety Reporting Programs 673.27(b)(4)

As a primary part of the internal safety reporting program, Goodyear monitors information reported through the ESRP. When a report originating through the complaint process documents a safety hazard, the WeRIDE supervisor submits the hazards identified through the internal reporting process, including previous mitigation in place at the time of the safety event. The supervisor submits the hazard report to the SRM process to be analyzed, evaluated, and if appropriate, assigned for mitigation/resolution.

Other Safety Assurance Initiatives

Goodyear is undertaking efforts to implement processes to identify and monitor more leading indicators or conditions that have the potential to become or contribute to negative safety outcomes. This may include trend analysis of environmental conditions through monitoring National Weather Service data; monitoring trends toward or away from meeting the identified SPTs; or other indicators as appropriate.

Safety Event Investigations – 673.27(B)(3)

Event investigations are a key aspect of the overall SRM and SA process. Goodyear utilizes event investigations to identify the root cause of the event. TransDev has a Risk Management Division and a Safety Office, to assess risk elements and mitigate hazards. The city of Goodyear has reviewed the Incident Review Procedure Written Safety Program that provides the structure for investigating workplace incidents to determine preventability and assist in mitigating future occurrences. TransDev has procedures specific to transit to follow based on the situation and identifies the responsibilities by position. These include procedures for dispatchers, drivers, and supervisors. As the vehicles are City-owned, any incident or accident involving a microtransit vehicle requires Goodyear Police to be called to investigate in addition to the transit supervision investigation.

Goodyear analyzes the root causes of event investigations to assess if it is a common hazard affecting the agency operations and whether it needs to be tracked and mitigated. Additionally, Goodyear regularly reviews all events that occur over time to identify if there are any common trends caused by maintenance, reliability of assets, rules compliance, etc. The Goodyear Incident Review Procedure Written Safety Plan further details the transportation division's event investigation procedures, including the roles and responsibilities of departments, employees and the Safety Office. Department managers and supervisors are responsible for notifying the Safety Office immediately following any workplace injury or illness and providing documentation of incidents within 24 hours. The Safety Office is also responsible for coordinating investigations, initiating reviews, and determining the depth of the investigation based on a Risk Assessment Worksheet.

The severity of incidents is categorized from Class 1 to Class IV, depending on the level of injury or damage caused. Incident reports are generated for Class I and Class II incidents requiring a written investigation. All personnel are required to fully cooperate with the investigation to prevent future occurrences.

Safety Promotion – 673.29

49 CFR Part 673.29(a) requires transit agencies to establish and implement a comprehensive safety training program for all agency employees and contractors directly responsible for safety in the agency's public transportation system. The training program must include refresher training, as necessary.

Safety Competencies and Training – 673.29(a)

EMPLOYEE/CONTRACTOR TRAINING PROGRAM

On behalf of the City of Goodyear, TransDev conducts training through its Transit Employee Handbook as part of the onboarding process for new employees. In accordance with 49 USC Section 5329 (d)(H)(i)(II), TransDev will provide all pertinent safety training, refresher training, and de-escalation training for operations and maintenance personnel.

The training program contains the following categories:

- New hire training for workplace safety
    - New hire training for transit-specific staff
- On-going/refresher training (annual, bi-annual, or periodic)
    - On-going transit-specific training requirements
- Initiated required training (for unplanned purposes)
    - Items identified during ride checks or safety inspections that may require additional refresher training

Goodyear oversees training requirements for contracted and non-contracted staff in areas of safety, which is monitored to ensure all staff complete the required safety training. Specific modules like "Safe Loading and Unloading of Passengers," "Driver Safety," and "Vehicle Safety" videos are provided to ensure a comprehensive understanding of critical safety protocols. There are videos available to all employees to supplement training regarding safety. Goodyear also provides continuing training, as necessary, to employees to ensure they stay current with the agency's safety practices and procedures.

Training for TransDev's WeRIDE employees includes both the contractor training as well as position-specific transit training. These include essential elements such as maintaining safe following distances, controlling speed, and handling adverse weather conditions. Additionally, training covers the specific responsibilities for securing non-ambulatory passengers and navigating rural roads. The training list curriculum is provided in Appendix D.

Employee/Contractor Training Records

49 CFR Part 673.31 requires transit agencies to maintain documents related to the implementation of its SMS, and results from SMS processes and activities. These documents must be made available upon request by the FTA and must maintain these documents for a minimum of three years after they are created. The city monitors contractor specific training using a spreadsheet and ensures compliance by maintaining the scheduling of these trainings. This spreadsheet is also used to identify the specified training required for each transit staff member, by position.

Employee/Contractor Training Compliance

To verify compliance requirements and verify the effectiveness of its training program, training documents are retained by Goodyear including:

- Records of training needs analysis for curriculum development;
- Curricula for initial and refresher training;
- Training schedules and records of all completed training; and
- Procedures for revising training materials.

Training compliance includes ensuring employees maintain up-to-date knowledge on modules such as vehicle control, passenger safety, crisis management, and transit security. Periodic reviews of training materials are conducted to align with new safety regulations and operational needs.

Safety Communication – 673.29(b)

Safety Meetings

Goodyear, along with neighboring agency partners, conducts monthly safety meetings at the WeRIDE facility to distribute safety information to employees and contractors. A safety moment is part of each monthly meeting, after which employees are required to sign off for attendance and understanding. Goodyear encourages drivers to report any safety issue immediately to dispatch or management. If the concern is not of imminent danger, the topic is added to the monthly meeting, if not, a separate meeting and investigation may result. As of the first year of the Safety Committee implementation, Goodyear has found that the meetings are successful in meeting Federal requirements. Goodyear uses the Safety Committee meetings as a venue to review and address hazards that arise from frontline and management staff. Hazards are regularly reviewed during the meetings to identify lasting mitigations and to verify the mitigations do not introduce new hazards (safety rule testing).

EMERGENCY MANAGEMENT

The City of Goodyear adopts the City of Goodyear Hazardous Materials Written Safety Program. The plan requires Goodyear Fire-Medical Department to respond to incidents in Goodyear involving hazardous materials with the goal stabilizing the incident and leaving clean-up operations to hazardous materials specialists. All employees that may be responsible for hazardous materials are to avail themselves to this program and associated training. Additionally, The Goodyear Hazardous Materials Written Safety Program contains policies and procedures for the Right-to-Know Program for communicating chemical and material hazards throughout the agency. Training for employees is provided prior to any exposure to hazardous materials and refresher training is provided at least every two years after initial training. Training includes what is provided on the Safety Data Sheets (SDS) and how to access them. The SDS sheets are maintained and updated as necessary by the Safety Department atGoodyear..

DRUG AND ALCOHOL PROGRAM

Goodyear complies with the FTA drug and alcohol program and verifies the safety of its employees through the restriction of the use of alcohol and drugs in the workplace. The City of Goodyear maintains a Drug and Alcohol Policy that is aligned with DOT 49 CFR Part 40, 49 CFR Part 655, and 49 CFR Part 382. This policy ensures compliance with federal regulations while promoting a safe, drug-free work environment. The City has adopted a zero-tolerance philosophy on substance abuse and emphasizes the importance of self-identification and education for employees with substance abuse concerns.

The policy covers the following topics:

- Types of Testing
- Collection and Testing
- Privacy and Confidentiality
- Employee Responsibilities
- Prescription and Over-the-Counter Drugs
- Referral for Treatment
- Consequences for Violations
- Definitions

Goodyear's Human Resources Department and City Clerk maintains detailed records of all drug and alcohol testing, including training records, testing schedules, and results. These records are retained for at least three years, in compliance with 49 CFR Part 673.31, and made available upon request to the FTA. Goodyear also verifies that TransDev ensures compliance with testing schedules and training requirements.

Appendix A

Glossary of Terms

Accident: means an event that involves any of the following: a loss of life; a report of a serious injury to a person (see "Serious Injury" below); a collision of transit vehicles; an evacuation for life safety reasons; at any location, at any time, whatever the cause.

Accountable Executive (typically the highest executive in the agency): means a single, identifiable person who has ultimate responsibility for carrying out the Safety Management System of a public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan in accordance with 49 U.S.C. 5326.

Agency Leadership and Executive Management: means those members of agency leadership or executive management (other than an Accountable Executive, CSO, or SMS Executive) who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

Chief Safety Officer (CSO): means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacity, unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Corrective Maintenance: Specific, unscheduled maintenance typically performed to identify, isolate, and rectify a condition or fault so that the failed asset or asset component can be restored to a safe operational condition within the tolerances or limits established for in-service operations.

Equivalent Authority: means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's PTASP.

Event: means an accident, incident, or occurrence.

Federal Transit Administration (FTA): means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard: means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident: means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation: means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Key staff: means a group of staff or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating the agency's SMS.

Major Mechanical Failures: means failures caused by vehicle malfunctions or subpar vehicle condition which requires that the vehicle be pulled from service.

National Public Transportation Safety Plan (NSP): means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Notice of Proposed Rulemaking (NPRM): means a proposed new regulation or proposed changes to an existing regulation. A Federal agency is only allowed to issue regulations if authorized to do so by Congress, so the NPRM also provides the statutory authority under which the agency is proposing the regulation. The NPRM also explains the background and history of the issue that generated the regulation, and avenues for public participation.

Occurrence: means an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a Public Transportation System: means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Passenger: means a person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target: means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within the time period required by the FTA.

Preventative Maintenance: means regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically for the purpose of maintaining assets in

satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of failure of equipment.

Public Transportation Agency Safety Plan (PTASP): means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Risk: means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation: means a method or methods to eliminate or reduce the effects of hazards.

Road Calls: means specific, unscheduled maintenance requiring either the emergency repair or service of a piece of equipment in the field or the towing of the unit to the garage or shop.

Safety Assurance (SA): means the process within a transit agency's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation and ensures that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Committee: a committee convened by a joint labor-management process comprised of an equal number of frontline employees (selected by a labor organization representing the plurality of the frontline workforce employed by the recipient or, if applicable, a contractor to the recipient, to the extent frontline employees are represented by labor organizations) and management.

Safety Management Policy (SMP): means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees regarding safety.

Safety Management System (SMS): means the formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive: means a CSO or an equivalent.

Safety Objective: means a general goal or desired outcome related to safety.

Safety Performance: means an organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Safety Performance Indicator: means a data-driven, quantifiable parameter used for monitoring and assessing safety performance.

Safety Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Safety Performance Monitoring: means activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and safety performance targets.

Safety Performance Target (SPT): means a quantifiable level of performance or condition, expressed as a value for a given performance measure, achieved over a specified timeframe related to safety management activities.

Safety Promotion (SP): means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: means the assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.

Safety Risk Assessment: means the formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM): means a process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

Safety Risk Mitigation: means the activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

Safety Risk Probability: means the likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

Safety Risk Severity: means the anticipated effects of a consequence, should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

Serious Injury: means any injury which:

- Requires hospitalization for more than 48 hours, commencing within seven days from the date that the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);

- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.
State: means a State of the United States, the District of Columbia, or the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.
State of Good Repair: means the condition in which a capital asset is able to operate at a full level of performance.
State Safety Oversight Agency: means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.
Transit Agency: means an operator of a public transportation system.
Transit Asset Management (TAM) Plan: means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.
Vehicle Revenue Miles (VRM): means the miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles include layover/recovery time and exclude deadhead; operator training; vehicle maintenance testing; and school bus and charter services.

Additional Acronyms Used

ADA: Americans with Disabilities Act
ADOT: Arizona Department of Transportation
BIL: Bipartisan Infrastructure Law
CIS: Center for Internet Security
CSF: Cybersecurity Framework
COG: Continuity of Government
CSO: Chief Safety Officer
EOP: Emergency Operations Plan
ESRP: Employee Safety Reporting Program
FAST Act: Fixing America's Surface Transportation Act
FSD: Fleet Service Division
FTA: Federal Transit Administration
ICS: Incident Command System
IPS: Intrusion Prevention Systems
MAG: Maricopa Association of Governments
MAP-21: Moving Ahead for Progress in the 21st Century Act
MFA: Multi-factor Authentication
MOU: Memorandum of Understanding
MPO: Metropolitan Planning Organization
NGFW: Next-Generation Firewalls
NIMS: National Incident Management System
NIST: National Institute of Standards and Technology
NPRM: Notice of Proposed Rulemaking
NPTSP: National Public Transportation Safety Plan
NTD: National Transit Database
PAG: Personnel Administrative Regulation
PM: Preventative Maintenance
PTASP: Public Transportation Agency Safety Plan
SA: Safety Assurance
SDS: Safety Data Sheet
SERRP: State of Arizona Emergency Response and Recovery Plan
SMS: Safety Management Systems
SOP: Standard Operating Procedure
SP: Safety Promotion
SPT: Safety Performance Targets
SRM: Safety Risk Management
TAM: Transit Asset Management
USC: United States Code
VRM: Vehicle Revenue Miles
WAF: Web Application Firewall

Appendix B

Board Minutes or Resolution

Place here, or place reference here.

Appendix C

Safety Committee Membership

SAFETY COMMITTEE CHARTER

Purpose: The Safety Committee is established to fulfill requirements of the Public Transportation Agency Safety Plan (PTASP) and Bipartisan Infrastructure Law (BIL) updates to 49 USC Section 5329(d).

The committee serves as a collaborative forum to review, assess, and recommend safety practices and improvements for the City of Goodyear's WeRIDE microtransit service.

Committee Composition:

- Equal representation between management and frontline employees
- Membership includes:
    - Transdev Operations/General Manager
    - Manager of Service Management & Centralized Training
    - Safety, Security & Compliance Manager
    - Operations Supervisor(s)
    - Two (2) Microtransit Operators
    - City of Avondale Transit Manager (Chief Safety Officer)

Responsibilities:

1. Review and approve the PTASP
2. Identify and recommend risk-based mitigations or strategies to reduce the likelihood and severity of safety incidents
3. Evaluate the effectiveness of existing safety mitigations
4. Identify safety deficiencies for continuous improvement
5. Review safety data, including:
    - Employee injuries and incidents
    - Liability and accident reports
    - Safety inspection findings
    - Employee safety concerns
    - Safety training needs
    - Safety policies and procedures

Meetings:

- The Safety Committee will meet quarterly at a minimum.
- Special meetings may be called to address urgent safety concerns
- Meeting minutes will be maintained, distributed to all committee members, and posted in the WeRIDE break room

Terms of Service:

- Management positions serve as permanent members
- Frontline employee representatives serve one-year terms
- Membership selection process will be documented and transparent

Authority: The Safety Committee operates with the authority to make safety recommendations to the Accountable Executive for implementation. The committee fulfills the requirements specified in 49 USC Section 5329(d) for establishing a formal safety committee.

Appendix D

Safety Curriculum

Student Operator Training Syllabus For WeRIDE Microtransit
Operated By Transdev Services

Student Microtransit Operator Training Syllabus From Training Plan

Student Microtransit Operator Training Program

Week 1 – Classroom Instruction

Day 1 - Orientation & Overview (8 Hours)

- (1 hr.) Introductions & Facility Tour
- (2 hrs.) Service Overview & WeRIDE Policies
- (2 hrs.) Transdev and WeRIDE Employee Handbook Review & SOP Overview
- (1 hr.) Title VI Civil Rights Act Compliance
- (1 hr.) Safety Overview: "Be Safe" Training
- (1 hr.) RideCo Platform Training

Day 2 - Safe Work Methods (9 Hours)

- (3 hrs.) Driving Fundamentals Part I & II
- (2 hrs.) Basics of Safety
- (2 hrs.) Communication & Navigation Devices
- (2 hrs.) Drive Cam Introduction

Day 3 - Defensive Driving & Security Awareness (9 Hours)

- (3 hrs.) Smith System Advanced Driving Techniques
- (2 hrs.) Security Awareness & Emergency Management
- (2 hrs.) Drug & Alcohol Policies
- (2 hrs.) Bloodborne Pathogens & Hazardous Materials

Day 4 - Passenger Interaction & Compliance (9 Hours)

- (2 hrs.) Distracted & Fatigued Driving
- (2 hrs.) Sleep Apnea Awareness
- (2 hrs.) Conflict De-escalation
- (2 hrs.) Transporting Passengers with Disabilities

- (1 hr.) WeRIDE Virtual Stop Hubs & Valley Metro Bus Transfer Points

Day 5 - Certification & Hands-On Empathy Training (9 Hours)

- (3 hrs.) Wheelchair Securement Certification
- (3 hrs.) Vehicle Introduction & Pre-Trip Inspections
- (3 hrs.) Final Classroom Training Test

Skills Course, Behind The Wheel Instruction and Cadet Instruction (Week 2 - 40 Hours)

Day 6 - Closed Course Driving Instruction (10 Hours)

- (3 hrs.) Pre-Trip Inspections and use of WeRIDE ODR Form
- (3 hrs.) Serpentine & Maneuvering Drills
- (2 hrs.) Turning & Reference Points
- (2 hrs.) Backing & Controlled Stops

Day 7 - Behind the Wheel Instruction Basics (4 Hours)

- (3 hrs.) Basic Road Driving (No freeways)
- (1 hr.) Wheelchair Securement Practice

Day 8 - Behind the Wheel Instruction Advanced (10 Hours)

- (3 hrs.) Freeway & Expressway Driving
- (3 hrs.) Intersections & Service Stops
- (2 hrs.) Passenger Pick-up & Drop-off Procedures
- (2 hrs.) Road Hazard Awareness

Day 9 - Cadet Training Begins (10 Hours)

- (1 hr.) Final evaluation from behind-the-wheel instruction
- (9 hrs.) Student drives with passengers under Instructor supervision

Day 10 - Final Evaluation & Service Release (9 Hours)

- (8 hrs.) Student drives with trainer and actual ridership
- (1 hr.) Final assessment before solo in revenue service approval

ITEM #: 12.
DATE: 06/23/2025
AI #:2719

CITY COUNCIL ACTION REPORT

SUBJECT: AMENDMENT TO THE FY2026 - FY2027 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF GOODYEAR AND UNITED GOODYEAR FIREFIGHTERS LOCAL 4005

STAFF PRESENTER(S): Lyman Locket, Human Resources Director

SUMMARY

This first amendment to the Memorandum of Understanding (MOU) between the City of Goodyear and the United Goodyear Firefighters Local 4005 addresses corrections to the administration of deferred compensation and vacation cash in.

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2479 APPROVING AMENDMENT NO. 1 TO THE JULY 1, 2025 – JUNE 30, 2027 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND THE UNITED GOODYEAR FIREFIGHTERS LOCAL 4005. (Lyman Locket, Human Resources Director)

FISCAL IMPACT

There is no additional fiscal impact associated with this amendment. All anticipated costs have been included as a part of the fiscal year 2026 budget.

BACKGROUND AND PREVIOUS ACTIONS

On April 7, 2025, the Memorandum of Understanding between the United Goodyear Firefighters Local 4005 and the City of Goodyear for FY26 and FY27 was approved by Council. Options were included in the MOU regarding elected deferrals to a 401(a) account. In accordance with IRS Guidelines, contributions to a 401(a) plan must be non-elective.

STAFF ANALYSIS

The city's Deferred Compensation Committee has been working to implement a 401(a) plan to enhance the city's overall retirement program. Early in the planning process, we engaged with the recordkeeper and third-party administrator to discuss plan design and implementation. Based on those initial conversations, we included certain provisions in the MOU with the understanding that the information provided at the time was accurate. Through additional discussion with our recordkeeper we identified discrepancies in how the plan was to be administered in relation to the MOU. This discrepancy requires that we amend the Fire MOU to be in compliance with IRS guidelines.

The MOU has since been revised to reflect the corrected understanding of the 401(a) plan provisions. The revisions to the MOU remove all elective language with regard to payouts and rollovers to the 401a plan and replace with non-elective language. Automatic contributions to the 401a would include:

- Sick leave separation pay outs over 10 years of service and sick leave conversion
- Vacation separation pay outs
- Vacation over maximum carryover at the end of the calendar year
- Removal of annual vacation cash-in option

These adjustments reflect the city's commitment to transparency, regulatory compliance, and collaborative labor relations.

The Resolution No. 2025-2479 with Exhibit A is included as Attachment A to the Council Action Report. The redlined version of the Fire MOU is included as Attachment B.

Attachments

Attachment A - Resolution No. 2025-2479 with Exhibit A

Attachment B - Fire MOU - Redline

RESOLUTION NO. 2025-2479

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AMENDMENT NO. 1 TO THE JULY 1, 2025 – JUNE 30, 2027 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AND THE UNITED GOODYEAR FIREFIGHTERS LOCAL 4005.

WHEREAS, the City of Goodyear ("City"), through its management representatives, has met and conferred in good faith with United Goodyear Firefighters (UGFF) Local 4005; and

WHEREAS, the City and UGFF representatives have agreed on amending Article 7 and Article 10 of the July 1, 2025 - June 30, 2027 Memorandum of Understanding.

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

SECTION 1. STATEMENT OF AUTHORITY

Article 3 Section 12-16 (B) of the Goodyear City Code established that the City Manager or designee and the Certified Employee Organizations will attempt to agree on changes to the MOU before proposals are presented to the City Council.

Article 3 Section 12-14 (F) establishes that the City Council shall have sole discretion to accept or reject any proposal, recommendation, reports or offers that result from the Meet and Confer process

SECTION 2. AMENDMENT NO. 1 TO THE JULY 1, 2025 – JUNE 30, 2027 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF GOODYEAR AN THE UNITED GOODYEAR FIREFIGHTERS LOCAL 4005.

The Mayor and Council of the City of Goodyear hereby approve the Amendment No. 1 to the Memorandum of Understanding (MOU) between the City of Goodyear and the United Goodyear Firefighters (UGFF) Local 4005 and a copy of which is attached hereto as Exhibit A.

SECTION 3. Resolution No. 2025-2458 adopted by City Council on April 7, 2025, is hereby repealed and replaced in its entirety by this Resolution.

SECTION 4. Resolution No. 2025-2479 shall be effective upon the date of its adoption.

SECTION 5. PROVIDING FOR SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of the Policies adopted herein by reference is for any reason held to be invalid or unconstitutional by the decisions of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 23rd day of June, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

JULY 1, 2025 THROUGH JUNE 30, 2027
(FY2026 and FY2027)

CITY OF GOODYEAR

AND

UNITED GOODYEAR FIREFIGHTERS
LOCAL 4005
REPRESENTING
GOODYEAR FIREFIGHTERS

Table of Contents

PREAMBLE 4
DEFINITIONS 4
Article 1: Rights 5
Section 1-1. Gender 5
Section 1-2. Union Dues 6
Section 1-3. Members' Rights 6
Article 2: Investigatory and Disciplinary Procedures 6
Section 2-1. Disciplinary Procedure 6
Section 2-2. Investigatory Practices 7
Article 3: Grievance and Mediation 10
Section 3-1. Grievance Procedures 10
Section 3-2. Pre-Grievance Resolution Process 10
Section 3-3. Formal Resolution 11
Section 3-4. Mediation Procedures 12
Article 4: Organizational Collaborative Process (OCP) 12
Section 4-1. OCP Executive Committee 12
Section 4-2. OCP Committees and Subcommittees 13
Section 4-3. Union-City Management Forum 13
Section 4-4. Attendance at Meetings 14
Article 5: Layoffs 14
Article 6: Labor Relations Time 15
Article 7: Wages and Compensation 17
Effective Dates 17
Section 7-1. Base Pay 17
Section 7-2. Holidays and Holiday Compensation[2] 17
Section 7-3. Local Days (LD) 18
Section 7-4. Hours Worked 19
Section 7-5. Two Hour Minimum 19
Section 7-6. Acting Out-of-Class Pay (Sworn Only) 19
Section 7-7. Forty (40) Hour Overtime Rate (Sworn Only) 19
Section 7-8. Overtime Day Rate for Non-Sworn 19
Section 7-9. Deferred Compensation Contribution 20
Section 7-10. Specialty Pay 20

1. Hazardous Material Technician (HazMat) (Sworn only) 20
2. Paramedic Certification (Sworn only) 20
3. Paramedic Preceptor 20
4. Bilingual Pay 20
5. Special Assignments Unit (SAU) Paramedic 20
Section 7-11. Assignment Pay 21
Section 7-12. Standby Pay 21
Article 8: Hours of Work / Working Conditions 22
Section 8-1. Hours of Work 22
Section 8-2. Alternative Work Schedule 22
Article 9: Alcohol and Drug Testing 22
Article 10: Benefits 22
Section 10-1. Bereavement Leave[2] 22
Section 10-2. Sick Leave Payout upon Separation 23
Section 10-3. Off-Duty Industrial Injury Appointments 24
Section 10-4. Uniform Allowance 24
Section 10-5. Mileage Reimbursement 24
Section 10-6. Productivity Enhancement Pay 24
Section 10-7. Vacation and Sick Accrual 25
Section 10-8. Vacation Allotment (Sworn & Non-Sworn) 25
Section 10-9. Compensatory Time Cash-In 25
Section 10-10. Compensatory Time Bank 26
Section 10-11. Education Incentive 26
Section 10-12. Leave Accrual Banks 26
Section 10-13. Deferred Retirement Option Plan (DROP) Alternative Contribution 26
Article 11: Post-Retirement Health Savings Trust Fund 27
Article 12: Shift Trade SOP 27
Term of Memorandum 28
APPENDIX A - Wage Tables - Sworn 29
APPENDIX B - Wage Tables – Non-Sworn 30
APPENDIX C – Productivity Enhancement Pay Table - Sworn 31
APPENDIX D – Productivity Enhancement Pay – Non-Sworn 32

PREAMBLE

WHEREAS, the parties, through their designated representatives, met and conferred in good faith in order to reach agreement concerning wages, hours, and working conditions of members comprising the United Goodyear Firefighters (the "Union"); and

WHEREAS, the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or ordinances of the city of Goodyear and/or the City of Goodyear Policy and Administrative Guidelines Manual[1];

NOW, THEREFORE, having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit this Memorandum of Understanding (MOU) to the City Council of the city of Goodyear with their joint recommendation that the Council resolve to adopt its terms and provisions.

[1] *Where the City of Goodyear Administrative Policy and Guideline Manual is referenced, if the City makes any changes to the manual that affects this MOU, the original Policy or Guideline in effect at the time this MOU was finalized will remain in effect as intended.*

[2] *Items where Footnote [1] is not applicable.*

[3] *Unless otherwise delineated in this document, all articles are for both sworn and non-sworn members covered under the MOU.*

DEFINITIONS:

A. **Assignment Pay**: Rate of pay paid to members who, due to unique circumstances, are assigned work that is being performed on an ongoing basis and is distinctly separate from a member's primary position; or are responsible for the management of specific programs.

B. **Base Pay Rate**: Rate of pay identified in the wage table, which denotes the members pay without specialty pay, assignment pay, or any other incentives.

C. **Business Days**: Days in which the city of Goodyear is operating at full capacity and are within the scope of normal business hours. These do not include recognized holidays or weekends.

D. **Constant Staffing:** The method by which the staffing of fire companies and other vacancies are filled on the normal operational roster that are created by all forms of leave.

E. **Front Line Apparatus.** The definition of Front Line Apparatus shall be codified in Fire Department SOP for the term of the MOU.

F. **Grievance**: A written allegation by a member or Union representative, submitted as herein specified, claiming specific violation(s) of the express terms of this MOU for which there is no Civil Service or other specific method of review provided by State or City law.

G. **Grievant's Representative**: A member of the Union currently employed by the city.

H. **Labor Relations Hours**: Hours donated by the membership to the Union to conduct bargaining unit business.

I. **Lateral Firefighter:** Any full-time, professional firefighter who has successfully graduated from a regional fire academy and is currently working, or has worked within 1 year, on a regional unit as defined in the Phoenix Regional Automatic Aid System. Any full-time, professional firefighter from outside of the Phoenix Regional Automatic Aid System who qualifies for the Bridge Academy and is currently working, or has worked within 1 year with a qualified, professional fire department/district.

J. **Merit Adjustment:** Salary increase based on meeting the standards of position which does not change the salary range (similar to a step increase).

K. **Non-Prime Days**: Monday through Thursday, excluding holidays.

L. **Prime Days**: Friday, Saturday, Sunday, and holidays.

M. **Regular Rate of Pay**: Rate of pay identified in the wage table, plus specialty pay and assignment pay.

N. **Special Event**: A mass gathering of people approved for EMS, hazardous materials, or fire suppression duty that is outside the normal fire department operational roster. These approved events require support in excess of frontline apparatus and occur in the city of Goodyear or other approved regional locations.

O. **Scheduled Mandatory**: A day in which you are bid for a mandatory overtime shift.

P. **Shift**: A scheduled period, on overtime or regularly scheduled, in which the member works for the Goodyear Fire Department in the role of an operational responder.

Q. **Support Unit**. Units that are not front line and used in support roles. These units are not outfitted with SCBAs and turnouts nor regularly dispatched to fires and are not used for suppression activities. These units include non-sworn ambulances (medic unit), CR vehicles, and any other unit staffed with civilian employees or a combination of civilian and sworn employees

R. **Training**: Any department approved class, course, seminar, webinar, symposium, conference, convention, or similarly assigned event in which you are a student, and the intended purpose of your attendance is to become educated on a topic.

S. **Training Instructor:** Evaluator, instructor, or any other part of the cadre.

Article 1: Rights

Section 1-1. Gender

Whenever any words used herein are in the masculine, feminine or neutral, they will be construed as though they were also used in another gender in all cases where they would apply.

Section 1-2. Union Dues

A. The City will deduct bi-weekly an amount for the purpose of Union Dues up to and including the following, Union Political Action Committee (PAC) dues and the Member Services Hardship Fund and Retirement Gift Fund. The Union leadership will be responsible for advising the city in writing of changes in dues. Dues will be deducted from members who have a form on file authorizing the city to deduct Union Dues. Deductions will be transmitted to the Union on a bi-weekly pay period basis. The City will, at the written request of the Union, make changes in the amount of the deduction hereunder during the term of this Memorandum of Understanding (MOU). The City assumes no liability on account of any action taken pursuant to this paragraph.
   1. In the event of any change in Union authorized deductions, it is the responsibility of the Union to provide that change with an effective date in writing to Human Resources.
      1. Members must provide an authorization form that initiates or terminates the deduction of dues.
      2. Ongoing changes to existing member deductions can be changed by written authorization from Union leadership. Requests for changes in the deduction amount will include the member's name, effective date, and amount.
      3. Submitted changes will be processed on the next available pay period.
      4. The Union will hold harmless the city of Goodyear and all its representatives with any claims associated with the deduction of dues.

Section 1-3. Members' Rights

A. Member has the right to Union representation in all the following cases: investigations (witness or subject), disciplinary matters, bargaining unit negotiations, performance improvement plans, and any other legal matters pertaining to their role as a city employee.

Article 2: Investigatory and Disciplinary Procedures

Section 2-1. Disciplinary Procedure

A member under investigation or going through an investigatory process has the right to request Union representation.

A. The Union representative can speak on behalf of the member. The Union representative is further entitled to:
   1. Ask questions related to the matters under discussion at the meeting that will help the member tell their story.
   2. Make relevant remarks concerning such matters.
   3. State the Union's position on the matters discussed.

B. The Union and Goodyear Fire Department have agreed to follow a progressive discipline process aimed at correcting work performance or behavior issues at the lowest level. The levels of discipline are:
   1. Supervisory Counseling

2. Letter of Instruction
3. Disciplinary Probation
4. Suspension
5. Demotion
6. Termination

Steps may be skipped depending on the severity or frequency of the occurrence. The level of discipline issued will be determined by the following process:

C. If a violation of Department or City policy occurs, or a performance issue occurs, the following steps will be taken by the Supervisor who observed or discovered the violation or performance issue.
   1) If this begins at the company officer level, the company officer will send an email through their chain of command that specifically outlines the issue(s) and/or violation(s).
   2) After evaluating the information for thoroughness, the Battalion Chief forwards all documentation to OCP LT for review.
      - OCP LT will review the documentation with Human Resources, and an investigator may be assigned as needed.
      - OCP LT sends an email back through the chain of command that specifically outlines the issue(s) and/or violation(s).
        - This email will be routed back to the Supervisor who initiated this process and will advise them whether an investigation will ensue.
   3) The Notice of Investigation will then be delivered to the member. Throughout the entirety of the discipline process, the member will always be afforded representation as prescribed in Article 1, Section 1-3 "Members Rights".
   4) The OCP LT Committee then evaluates the findings and makes a recommended level of discipline to the OCP Executive Committee.
      - If the OCP LT recommends the level of discipline to be lower than Supervisory Counseling, the member's supervisor will provide appropriate coaching documentation, and the discipline process will be considered concluded.
      - The Fire chief will make the final decision.
   5) Once the level of discipline has been determined, the appropriate Deputy Chief ensures the delivery of disciplinary paperwork to the employee with their assigned representative (or designee) present.

D. A member has the right to access the grievance and appeal process in accordance with City Policy 830 Grievance and Appeals Guidelines. The policy ensures that employees have a formal avenue to address concerns related to workplace issues, disciplinary actions, or other employment matters.

Section 2-2. Investigatory Practices

A. Complaints alleging criminal behavior on the part of the Member regardless of the source of information will be investigated.

   a. For the purposes of this section, a third party does not include anyone who has firsthand knowledge of the incident resulting in the complaint.

b. This section does not apply to the parent/guardian of a minor child.
c. Documented complaints that are corroborated with an affidavit of truthfulness within thirty (30) business days shall be classified as an incident. The involved member will be notified of the complaint per Item D of the MOU and is required to respond with acknowledgement by email or in writing on their next scheduled shift day.
d. Corroborated complaints that may lead to discipline will be inserted in to step 5 of the disciplinary process.

B. All investigated complaints, including internally generated and externally generated, filed against a member will be completed within 120 business days. If the investigation is not completed in the allotted timeframe, the investigation will be dismissed and deemed unsubstantiated, except as outlined in subsection b. Internal complaints include those made by elected officials and City management.
    a. The 120 business days starts when the member is served with the Notice of Investigation and is completed on the day the member is issued the findings of the investigation with the disciplinary action if applicable.
    b. In the unlikely situation that more than 180 calendar days are required to complete the investigatory process, the Fire chief shall notify the member and the Union President in writing or in email of the need for additional time. The notice will state the projected completion date and the general nature of the reason(s) why the additional time is needed.

C. The complaining party must sign a complaint form and sign an affidavit of truthfulness within 30 business days of the date when they knew of the improper conduct on the part of a member against whom they wish to file a complaint. If the complaining party fails or refuses to sign the affidavit, no complaint will be taken. If an investigation is undertaken, the member shall be notified of the identity of the complaining party and the context of the alleged complaint against the represented member.
    a. The Department reserves the right to independently corroborate the information received from a complaining party even without a signed affidavit, providing it can do so without subjecting the involved member to an interview. If the Department is unable to corroborate the information, the matter will be dropped. If the Department independently discovers a policy violation, the Department may initiate an internal investigation.
    b. Complaints alleging criminal behavior on the part of a member regardless of the source of the information will be investigated.

D. Notice of Allegation. The members shall be notified in writing or by email within three (3) business days of a complaint, including internally generated and externally generated, is filed against them. Internal complaints include those made by elected officials and City management. The three (3) business days start once there is a signed affidavit from a complainant alleging a complaint, or in the absence of a signed affidavit, when the Fire chief calls for an internal investigation.
    a. There may be situations where it is not possible or appropriate to notify the member within three (3) business days of a complaint being filed. In such situations, the Fire chief must document the reasons for delay and must ensure that notification is made as soon as reasonably possible.

E. The use of a polygraph, or other truth verification equipment will not be authorized during the complaint process for a member. This equipment could be used by agencies other than the fire department during the investigation process.
F. The level of discipline will abide by and follow the levels of disciplined as establish in City of Goodyear guideline 820. A determination of the level of discipline, considering the following but not limited to; aggravating charges, disciplinary history of the member, and the level of discipline given to other members with similar infractions. This determination will be made by the OCP leadership team, and a recommendation will be forwarded to the Executive OCP. Reasons for the level of discipline, including any deviation from these standards, will be explained in the disciplinary recommendation. Ultimately the Fire chief has the final decision on the level of discipline that the employee receives.
G. Discipline served to a member will not be used to aggravate discipline beyond the following timeframes: 2 years from the date of issuance for non-punitive disciplinary outcomes (no diminishment in pay or benefits), 3 years from the date of issuance for punitive disciplinary outcomes (with diminishment in pay or benefits). Any exception to this time frame shall occur only at the direction of the Fire chief and a written explanation will be provided to the affected member and their representative.
H. Review Period – When an investigation is completed the member will be notified and allowed three (3) business days to review the findings and evidence.
    a. After the review period is complete the member will have three (3) business days to submit a written response. The response period will start when the review period ends. The investigation findings, conclusions, or recommendations will not be recorded or documented until the review period has concluded.
    b. The member can review the completed findings and evidence of their investigation with their Union Representative at the place of business for the HR Department, or any other approved location.
    c. If the employee chooses not to review the investigation, their declination will be made in writing or by email to the assigned investigator. This declination will be maintained as part of the concluded investigation.
I. Subject or witness interviews conducted with members, including fact-finding interviews to determine if policy violations have occurred, may be audio recorded. The member, at their request, may have the interview recorded. No party may record without the knowledge of the other party.
J. If the Fire chief determines that it is not in the best interest of the City or the member, the investigation may be administered by another entity; this does not prohibit the Human Resource Department from participating in the process by assigning a liaison to the investigation.
    a. All investigations involving members will be conducted in accordance with the MOU.
    b. In situations involving an Equal Employment Opportunity (EEO) based complaint, the investigation will be coordinated in conjunction with the Human Resource Director.
K. A member identified as only a witness in a Goodyear Fire Department investigation will have a right to a Union Representative.

L. Any public information request made by a third party, elected officials, staff, and/or any and all requestors regarding a member's personnel file, personal information, medical records, or workers comp information shall be notified of the request within three (3) business days of the date it became known to the City and/or Department. The member will be notified by the City Clerk's office.

Article 3: Grievance and Mediation

For grievances on conditions not identified within this MOU, the City Grievance Procedures, as outlined in Goodyear Administrative Policy, shall be used after attempted reconciliation through the Pre-grievance Resolution Process. The parties may, by mutual agreement, extend any of the time periods established in this MOU or Goodyear Administrative Guideline.

Section 3-1. Grievance Procedures

A grievance may be submitted, by an individual or their Union representative, identifying a condition that impacts them personally, or by a Union representative on issues that impact a group of people or a situation that cannot be resolved by the Fire chief.

A member filing a grievance, has the right to request Union representation.

A. The Union representative can speak on behalf of the member. The Union representative is further entitled to:
    1. Ask questions related to the matters under discussion at the meeting that will help the member tell their story.
    2. Make relevant remarks concerning such matters.
    3. State the Union's position on the matters discussed.
B. City will follow its own policy for the grievance process where undefined within the MOU.

Section 3-2. Pre-Grievance Resolution Process

A. It is the responsibility of the member who believes that they have a legitimate complaint concerning their working conditions (excluding pay issues) to promptly inform and discuss it with their immediate supervisor in order to, in a good faith endeavor, clarify the matter expeditiously and informally at the member-immediate supervisor level. It is the responsibility of the immediate supervisor to ensure communication through the appropriate chain-of-command, to allow for resolution of the issue at the lowest possible level. If these informal steps do not resolve the issue, then the issue will be inserted into the pre-grievance advisory resolution process described below.
    1. Notification is made to the resolution workgroup in writing by either the complainant or the Union Representative.
        1. This workgroup shall consist of a Union Representative and a Deputy Chief.
            i. This workgroup is meant to be an advisory group to place the issue in the appropriate Organizational Collaborative Process (OCP) subcommittee or in the case that an issue does not fit within the purview of the established OCP

subcommittees, they can insert the issue directly into the OCP Leadership Team.

2. It is the responsibility of the Deputy Chief to notify the Human Resources Business Partner (HRBP) of the issue.

2. The issue will work through the established OCP flow path, ending with the Executive Committee of the OCP.

1. The Fire chief will provide the Executive Committee with a written response within seven (7) business days from the date of the Executive Committee Meeting.

B. In instances of the Union representative filing the grievance (on behalf of a group of members), the Union representative will work with the Fire chief to determine the appropriate place to begin the informal resolution process.

C. If the Pre-grievance Resolution Process does not resolve the issue to the member's or Union representative's satisfaction, and if the complaint constitutes a grievance, the member or the Union has the right to file a formal grievance with the Fire chief within twelve (12) business days after receiving the Fire chief's written response.

1. If related to issues outside the MOU, (i.e. city policies or department policies) the city's grievance guideline will be followed by submitting the written grievance to the Fire chief, who will within three (3) business days submit the grievance and the findings of the pre-grievance process directly to the Deputy City Manager. This submission represents the last level of the chain of command within the Fire Department under Step Two (2) of Goodyear Administrative Guideline #830.

1. It is the responsibility of the Fire chief to notify the HRBP, the grievant and the grievant's representative, of the date of submission.

Section 3-3. Formal Resolution

A. **Time Limits:** Failure of departmental representatives to comply with time limits specified throughout the grievance process shall entitle the grievant to appeal to the next level of review. Failure of the grievant to comply with said time limits shall constitute abandonment of the grievance. Parties to the grievance may, by mutual agreement, extend the time limits.

B. The formal grievance procedure is as follows:

Step 1

A. The grievant, their representative, or the Union on behalf of a group of members shall submit the findings of the Pre-grievance Resolution Process to the Fire chief within twelve (12) business days of receipt of the final determination of the Pre-grievance Resolution Process.

B. Within three (3) business days of having received the written grievance; the Fire chief shall submit the written grievance and the findings of the pre-grievance process to the Deputy City Manager, the HRBP, and notify the grievant and the grievant's representative, of the date of submission.

Step 2

A. Within five (5) business days of having received the written grievance, the Deputy City Manager shall hold a meeting to review the written grievance with the grievant and their Union representative. This meeting may be cancelled by mutual agreement. The Deputy City Manager has an additional five (5) business days to gather information, if necessary, to deliver the written response to the grievant, Union representative, and the Fire chief. This is the final step for grievances initiated by the Union. If no resolution is reached, then the Union can submit their request to go to mediation.

Section 3-4. Mediation Procedures

If mediation is initiated, then Department management and the grievant, or their designated representatives shall agree on a mediator. If they are unable to agree on a mediator within five (5) business days, either party may request the Federal Mediation and Conciliation Service (FMCS) to submit to them a list of five (5) mediators who have had experience in the public sector. The parties shall, within five (5) business days of the receipt of said list, select the mediator by alternately striking names from said list until one name remains. Such person shall then become the mediator. The mediator selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

A. The mediator shall neither add to, nor detract from/modify the language of the MOU or of Department rules and regulations in considering any issue properly before them.

B. The mediator shall expressly confine themselves to the precise issues submitted to them and shall have no authority to consider any other issue not submitted to them.

C. The mediator shall be bound by applicable State and City law.

D. The mediator shall within fifteen (15) business days from the close of the mediation hearing submit their findings and advisory recommendations to the grievant and the City Manager, or their designated representatives.
   1. If an extension of time is required, both parties must agree.

E. The costs of the mediator and any other mutually incurred costs shall be borne equally by the City and the Union.

F. In advance of the mediation meetings, the mediator will establish the rules of the proceedings.

Article 4: Organizational Collaborative Process (OCP)

Section 4-1. OCP Executive Committee

A. There shall be an OCP Executive Committee that consists of two (2) co-chairs: the Fire chief and the President of the Union, four (4) senior advisors: the Deputy Fire chiefs and the Principal Officers of the Executive Board of the Union. The meeting shall be held monthly and at other mutually agreed upon times as deemed necessary.

Section 4-2. OCP Committees and Subcommittees

A. There shall be OCP Committees and subcommittees empaneled. The creation and purview of each committee shall be determined through consensus of the OCP Executive Committee. The purpose of these committees is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of new fire department programs and/or substantial modifications of existing fire department programs that will have an impact on work schedules or duties of the members.

B. The OCP Executive Committee is co-chaired by the Fire chief and the President of the Union. The OCP Leadership Team is co-chaired by two (2) Union representatives and two (2) Deputy Fire chiefs. Each subcommittee shall be co-chaired by one (1) member of management and one (1) Union representative. The management co-chair shall be appointed by the Fire chief. The Union co-chair shall be appointed by the President of the Union.

C. The subcommittees and the OCP Leadership Team shall meet monthly at mutually scheduled times, and at any other mutually agreed upon times.

D. The Executive Committee may, if it deems proper, suggest recommendations to the City Manager through the Fire chief for their consideration and determination.

    1. If the new program is approved and results in a new assignment or specialty, the compensation for that assignment or specialty will be determined through a market analysis completed by Human Resources and a recommendation from the Union and city management. The results will be added as an addendum to the current MOU.

E. The OCP shall review and work together on any changes to Fire Department Operational Policies and/or any of the following but not limited to: promotional examination processes, hiring process, termination process, asset deployment decisions, personnel issues, station bidding processes, special events, and any and all policies as agreed. In case of a split or disagreement between members of the Executive Committee, the Fire chief will have final decision-making authority.

Section 4-3. Union-City Management Forum

A. There shall be a Union-City Management Forum consisting of the City Manager, Deputy City Manager, Human Resources Director, the senior staff of the Fire Department, and the Principal Officers of the Union.

B. The purpose of the Forum is to facilitate improved labor-management relationships by providing a venue for the free discussion of concerns and issues.

C. The Forum shall meet quarterly at mutually scheduled times, and at any other mutually agreed upon times.

D. The Chairperson of the Committee shall reside with the Fire chief. The members shall, in advance of a meeting, provide the Meeting's Chairperson with proposed agenda items, and the Chairperson shall provide the members with the meeting agenda in advance of the meeting.

Section 4-4. Attendance at Meetings

A. It is the mutually agreed upon intent to conduct meetings as scheduled. Co-chairs and invitees on duty shall be permitted to attend Committee meetings. Attendance by Committee co-chairs shall not disrupt normal Fire Department operations as agreed to by the Operations Deputy Chief and the President of the Union or the designee. The fire chief will have final determination.

B. Subcommittee and Committee Co-chairs shall be compensated for off-duty attendance and work performed outside of the Committee in collaboration with a management co-chair. The subject matter experts (SME), as approved by the fire chief, will be compensated on an as needed basis.

C. Committee participation is voluntary, off-duty personnel in attendance are not compensated by the city.

Article 5: Layoffs

This section shall supersede Goodyear Administrative Guideline #360 in relation to the layoff of members covered by this MOU. This provision does not apply to employees of the Fire Department who are not subject to this MOU, and the City Manager retains sole authority to implement layoffs and allocate positions subject to layoff throughout the organization.

The City Manager may lay off a member due to shortage of funds, curtailment of work, abolition of position, a material change in duties, or other reasons given by the City Manager. The conditions of a reduction in force (layoff) shall be as follows:

A. **Notification of Layoff or Pending Layoff**: The City Manager or designee will notify a member of a pending layoff, in writing, at least thirty (30) calendar days prior to the effective date of the layoff.

B. **Order of Separation**: When determining the order of separation for a layoff, the City Manager will consider the following factors in order of priority:

   1. Employment Status: Elimination of part-time and temporary employee positions will be considered prior to laying off full-time regular status members, except to the extent that the City Manager determines they are necessary for seasonal programs, grant funded positions, public safety, or otherwise fill a position deemed critical by the City Manager. The ending of a temporary assignment due to budget constraints is not considered a layoff.

   2. Reverse Absolute Seniority: After employment status has been considered, length of service, based on reverse absolute seniority will be used to determine the order of layoffs.

C. **Layoff Eligibility List**: Names of former regular service employees who were separated from the City service by layoff or reassignment to a lower classification in lieu of layoff shall be placed on the City's layoff eligibility list, unless the City Manager or designee is notified that they are no longer interested in employment with the City.

D. **Re-employment of Employees on Layoff Eligibility List**: The goal of the City is to reinstate all employees on the Layoff Eligibility List if possible while also providing current regular full-time members the opportunity to compete for other opportunities within the City as vacancies occur.

1. Each vacancy will be evaluated to determine if the position will be filled. While a Layoff Eligibility List is in existence, approved recruitments will not be filled in accordance with Goodyear Administration Guideline #320, but will be filled as follows:
    1. Laid off members can be re-employed up to eighteen (18) months based on absolute seniority.
    2. From eighteen (18) to twenty-four (24) months members can be re-employed based on absolute seniority points which will be awarded through an agreed upon labor management interview process.
    3. External Recruitment: Recruitments will only be advertised externally if the approved vacancy is not filled through the process listed above.

E. **Status of Re-employed Laid-off Employees**: If a laid off member is re-hired, the member shall return to regular status in the pay grade of the new position if rehired outside of their prior City position. Member starting rates of pay will be determined in accordance with Goodyear Policy #200.

Article 6: Labor Relations Time

A. **Negotiation Time**: The City will allow city paid time for up to a maximum of five (5) members to be used for participation in negotiations at the negotiation table.

B. **Representation Time**: Time used by Union representatives, not charged to the Labor Relations bank, for the purposes of representing members in the following circumstances:

    a. Disciplinary issues
    b. Investigatory processes
    c. Grievances and appeals

C. The city will provide, for a maximum of two pay periods, one member of the Executive Board to serve as an Implementation Liaison. The Implementation Liaison will work with City and Department leadership to ensure the pay, benefits, and operational components of this MOU are addressed.

D. **Conference & Events:** The City recognizes the below events as providing a mutual benefit to both the city, the community and the Union. Due to this mutual benefit, the City will provide City Business to three (3) Executive Board members, or their designees, to attend these events. The City Business time shall apply to the travel days and scheduled conference/educational days in keeping with the City's travel policy. The members will be selected by the Union President. Any other educational opportunities or events which may arise and has a mutual benefit, the Fire chief will determine if this benefit should be extended to that instance.

    a. 10th District Partnership Education Program;
    b. IAFF Convention, Professional Fire Fighters of Arizona Convention

c. The Fallen Firefighters Memorial.
d. Strive for Excellence Leadership Symposium
e. International Fire Service Cancer Symposium

E. **City Business:** The Goodyear community benefits from harmonious and cooperative relationships between the city and its employees. The Union plays an important role furthering this relationship and ultimately improving service to the city and its citizens.

a. The Goodyear City Council has determined that there are specific activities that confer a public benefit for which Union members may be released to perform these activities at their regular rates of compensation as part of their city business (hereinafter referred to as "City Business Time"). Accordingly, the city and the Union have negotiated this time as part of an entire compensation package for unit employees. These bargained-for rights will promote and improve enhanced service delivery models and public safety, save the taxpayers money, and provide other tangible benefits to the City's residents.
b. The city has determined there are activities that confer a public benefit for which members of the Union should be released from their official duties on an as needed basis to perform. The City and the Union acknowledge that Union members will receive City Business Time for the time spent performing the following activities:
   - Attend trainings that have been authorized and stated in this document.
   - Attend meetings to facilitate communication between employees and management ensuring a safe and efficient delivery of services, as well as developing a heightened degree of labor/management cooperation.
c. In order to ensure City resources are well coordinated, upon the direction of the City of Goodyear and consent of IAFF Local 4005, Authorized Employees will participate in various City committees, labor management meetings, or labor management work groups as a member of the committee or group.
d. Representation in grievance or investigatory or disciplinary proceedings involving bargaining unit members.
e. Bargaining and negotiations on any matters deemed to be a mandatory subject of bargaining.
f. Represent employees involved in critical incidents at the time of incident.

F. Union representatives may attend to any other union activity, such as gathering information, interviewing the grievant or witnesses, attending a union meeting, or preparing a presentation during duty hours by using the Bank of Donated Leave as described in G.

G. **Labor Relations Banked Hours**: A bank of donated hours used for Union activities other than those listed above in C and D. Each calendar year, in the month of January, floating holidays for each member will automatically be donated to the Labor Relations Bank. The labor relations bank will have a soft cap of 2,912 hours. Donations of the floating holiday to the bank may exceed 2,912 hours with the donation of the floating holiday. All other donations will be suspended if the bank exceeds 2,912 hours due to the floating holiday donation. Members of the Union may also donate their vacation hours to this bank throughout the

calendar year. The Union will be responsible for communicating with members regarding donations.

Vacation Donation Parameters:

a. Donating members must maintain a minimum of twenty-four (24) hours in their personal vacation account at the time of vacation hour donation.

b. Unit members donating vacation must have used or are scheduled to use at least forty-eight (48) hours of vacation in the current calendar year.

c. Vacation hours due to be lost by members exceeding carryover limits and payouts will be automatically donated to the Labor Relations Bank.

d. Vacancies will be backfilled in accordance with Constant Staffing Policy.

The city will grant access to the Union to manage the donated Labor Relations Bank.

Article 7: Wages and Compensation

Effective Dates: All wages and compensation increases will be effective the first pay period including July 1st. Respectively, June 22, 2025 and June 21, 2026.

Section 7-1. Base Pay

A. **FY2026, Year 1:** A market adjustment of three percent (3%) will be applied to the salary schedule. Eligible members, except for members at the maximum of their salary range, will receive their scheduled step increase (See Appendix "A" for detail).

B. **FY2027, Year 2:** A market adjustment of three and a half (3.5%) will be applied to the salary schedule. Eligible members, except for members at the maximum of their salary range, will receive their scheduled step increase (See Appendix "A" for detail).

a If the market adjustment (pay and deferred compensation) for non-represented members in FY2026 exceeds four and a half percent (4.5%), the market adjustment will be commensurate.

Section 7-2. Holidays and Holiday Compensation[2]

A. Working Holidays: Members who are scheduled to work a city holiday (actual Holiday on the calendar at the start of shift on the holiday to the end of shift on the following day, not the day observed by the city if different) will receive one and one-half (1½) times their regular rate of pay for actual hours worked on a regular holiday in addition to holiday pay.

B. Premium Working Holidays: Members who are scheduled to work a city holiday (actual Holiday on the calendar at the start of shift on the holiday to the end of shift on the following day, not the day observed by the city if different) will receive two times the regular rate of pay for actual hours worked for a premium holiday in addition to holiday pay.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day*
7. Labor Day**
8. Veteran's Day
9. Thanksgiving Day*
10. Friday after Thanksgiving Day

11. Christmas Day*

*Premium holiday in FY2026 and FY2027

**Premium holiday in FY2027

C. **Holiday Pay:** All employees on a 56-hour schedule (sworn and non-sworn) will be compensated for City recognized holidays. Compensation shall consist of fourteen (14) hours at the regular rate of pay for each City Observed Holiday. The holiday will be paid on the pay period the actual Holiday falls in. This excludes the fourteen (14) floating holiday hours donated to the LR Bank annually.
    1. Employees may elect vacation time in lieu of compensation for recognized holidays. This election must be done annually and in whole per calendar year. If no election is made, the default is for the employee to be paid for recognized holidays.
        1. Annual election will be administered by Human Resources. Election schedule will coincide with the annual vacation cash processes.

D. All regular full-time employees on a 40-hour schedule (sworn and non-sworn) in active pay status on the day a holiday is observed will receive an amount equivalent to ten (10) hours at the regular rate of pay. The holiday will be paid on the pay period the actual Holiday falls in. This excludes the ten (10) floating holiday hours donated to the LR Bank annually.

Section 7-3. Local Days (LD)

A. Each authorized member will receive Local Days (LD) equal to three (3) twenty-four (24) hour periods [seventy-two (72) hours] per fiscal year.
    1. Bidding will be done by absolute seniority, with the first twenty-four (24) hours being bid in whole, for the entirety of the shift, by each eligible member, then;
    2. Bidding will be done by absolute seniority, with the second twenty-four (24) hours being bid in whole, for the entirety of the shift, by each eligible member.
    3. Bidding will be done by absolute seniority, with the third twenty-four (24) hours being bid in whole, for the entirety of the shift, by each eligible member.
    4. Members will be permitted to bid on non-prime days only, and there shall be no more than two (2) members permitted to be on a Local Day per shift. Local Day bidding shall not constitute the equivalent of a vacation day and will not impact the vacation day formula.
    5. If a member requires a rebid, based on shift movement, injury, or any other department related reason, they will be permitted to rebid to a day that does not have a full Local Day allotment. If none are available, they will be permitted to bid as a third Local Day allotment, or a prime day, based upon the discretion and approval of the Deployment sub-committee.

B. To be eligible, the member must be in an authorized fifty-six (56) hour hourly position.
    1. The intent is to provide three (3) twenty-four (24) hour shifts for a total of seventy-two (72) hour LD's per authorized fifty-six (56) hour position.
    2. Members who are assigned to a fifty-six (56) hour position no later than the first day of the first full pay period in July will qualify for a Local Day in that fiscal year. Fifty-six (56) hour members on light duty, training assignments, or special assignments will qualify.

C. Local Day's will not rollover, cannot be traded, nor can the benefit be used in part [all twenty-four (24) hours must be used at once for all bid days]. Members cannot work for the city of Goodyear on their Local Days. Local Days are subject to the Catastrophic Staffing Plan. If the

Catastrophic Staffing Plan requires the cancellation of Local Days, they will be rescheduled in that fiscal year. If they are unable to be rescheduled, then the member will be credited with twenty-four (24) hours of vacation per each cancellation.

Section 7-4. Hours Worked

A. Members authorized to work in excess of their regularly scheduled shift will receive overtime in the amount of one and one-half times (1½) their regular rate of pay. All leave categories, except for off-duty industrial injury appointments, compensatory time leave, and unpaid administrative leave shall be counted as hours worked for the purposes of calculating overtime.
B. A maximum of forty-eight (48) -hours of compensatory time per calendar year may be used as hours worked for the purposes of calculating overtime.

Section 7-5. Two Hour Minimum

A. Members will receive a minimum of two (2) hours pay when called in for working outside of their regular schedule. Holding over will not qualify for the two-hour minimum pay.
B. When a member is called in for a mandatory overtime shift, their compensated time begins two hours prior to their arrival at their mandatory assigned station.
C. Members who are called in for an overtime shift in which they are signed up (voluntary overtime), shall not qualify for compensated time exceeding their arrival at their assigned overtime station.

Section 7-6. Acting Out-of-Class Pay (Sworn Only)

A. Members will be paid for temporarily working out of his/her assigned classification for any time worked. Members shall receive Acting Pay at the entry step of the position in which they are acting. Members must follow department policy to qualify for and maintain their ability to receive Acting Out-of-Class Pay.

Section 7-7. Forty (40) Hour Overtime Rate (Sworn Only)

A. The forty (40) hour overtime rate of pay will be applied with the exclusion of constant staffing, wildland staffing, training scheduled on shift, and any supplemental apparatus to be employed on the normal operational roster in an effort to mitigate surges and expand capacity.
    1. Members will be compensated at the 40-hour rate of pay either on straight time or on overtime for non-suppression activities or assignments, unless otherwise specified. (Members in a fire suppression or a fire suppression support role as defined by the FLSA and or applicable case law will be compensated at the 56-hour rate.)

Section 7-8. Overtime Day Rate for Non-Sworn Shift Members (Non-Sworn)

A. The overtime day rate of pay (non-sworn day rate multiplied by 1.5) will be applied with the exclusion of constant staffing, training scheduled on shift, and any supplemental apparatus to be employed on the normal operational roster in an effort to mitigate surges and expand capacity.

Section 7-9. Deferred Compensation Contribution

A. FY2026: The City shall provide an employer non-elective contribution of four percent (4%) of the member's gross pay per pay period to Unit Member's 401a Plan. Members must contribute a minimum of one and one-quarter percent (1.25%) of their gross pay per pay period to their 457 to be eligible for the City's 401a contribution.

B. FY2027: The City shall provide an employer non-elective contribution of five percent (5%) of the member's gross pay per pay period to Unit Member's 401a Plan. Members must contribute a minimum of one and one-quarter percent (1.25%) of their gross pay per pay period to their 457 to be eligible for the City's 401a contribution.

Section 7-10. Specialty Pay

A. Members shall receive specific Specialty Pay for successfully completing all the required training and securing the following appropriate state or national certifications to utilize this training.

B. All Specialty Pay items listed below are counted as wages for the purpose of calculating a member's regular rate of pay for overtime purposes. The following rates of pay are for members assigned to a 56-hour schedule. When a member is on a 40-hour schedule, their applicable rate can be found in the "Specialty Pay" table below.

   1. Hazardous Material Technician (HazMat) (Sworn only): When a member secures the proper certification and is authorized as a Hazardous Material Technician the member's wages shall be supplemented by payment of an additional hourly wage of $1.40 per hour. The process by which a member becomes an authorized technician and the minimum number/make-up of technicians shall be codified in Fire Department SOP for the term of the MOU.

   2. Paramedic Certification (Sworn only): When a member secures the proper certification and is authorized necessary as a Paramedic the member's wages shall be supplemented by payment of an additional hourly wage of $3.40 per hour. The process by which a member becomes an authorized Paramedic and the number/make-up of Paramedics shall be codified in Fire Department SOP for the term of the MOU.

   3. Paramedic Preceptor: When a member is qualified and is performing the duties of a Paramedic Preceptor, the member's wages shall be supplemented by payment of an additional hourly wage of $1.40 per hour. Specialty pay for Paramedic Preceptors is only applied when actively performing the duties.

   4. Bilingual Pay: Members who are required to speak, interpret, read and write in a language other than English including American Sign Language (ASL) and pass the examination will receive $0.95 per hour added to their regular rate of pay and members who are required to speak and interpret in a language other than English including American Sign Language (ASL) and pass the examination will receive $0.55 per hour added to their regular rate of pay.

   5. Special Assignments Unit (SAU) Paramedic: Members who have been selected, in coordination with the Goodyear Police Department, to fill the role of SAU paramedic will have their wages supplemented by payment of an additionally hourly wage of $2.04 per hour.

Specialty Pay

Specialty Pay	56-hour Schedule	40-hour Schedule
Paramedic	$3.40/hr	$4.99/hr
HazMat	$1.40/hr	$2.06/hr
SAU Paramedic	$2.04/hr	$3.00/hr
Preceptor	$1.40/hr	$2.06/hr

Section 7-11. Assignment Pay

A. Members approved for Assignment Pay will receive a five percent (5%) increase to their regular rate of pay for their first assignment for the period the member is performing the special assignment. Members approved for a second and concurrent assignment will receive an additional 2.5% (total of 7.5%). Members serve in special assignments at the discretion of the Fire chief and the removal of a member from a special assignment is not an adverse employment decision that is subject to grievance and/or appeal. Furthermore, the removal, does not qualify as a punitive disciplinary outcome as defined in Article 2, Section 2-2, Item G of this MOU. The process for qualifying for and maintaining the following assignments will be identified in Fire Department SOP. The maximum amount of assignment pay is 7.5% regardless of the number of assignments. These assignments will receive assignment pay:

1. Fire Investigators
2. Threat Liaison Officers (TLO)
3. HAZMAT Program Manager
4. EMS Program Manager
5. Battalion Safety Officer (BSO) (maximum 6)
6. Wildland Program Manager

B. Day Assignments. Any members that transition from a 56-hour schedule to a 40-hour schedule for the purposes of fulfilling the positions and training listed below will receive a 7.5% pay adjustment. Other unanticipated positions that would otherwise qualify may be approved for the pay adjustment by the fire chief. The pay assignments include, but are not limited to:

1. Emergency Medical Services Captain (EMS)
2. Training Captain
3. Health & Safety Officer (HSO)
4. Community Response Firefighter(s)
5. Recruit Training Officer(s)
6. Recruit Mentor(s)
7. Public Information Officer (PIO)
8. Paramedic Student
9. Hazmat Student

Section 7-12. Standby Pay

A. When members are scheduled for Standby and expected to abide by Standby rules as defined by City Policy, they will receive Standby Pay of $3.00 per hour in FY2026 and $4.00 in FY2027.

1. Members will receive twenty-four (24) hours of Standby Pay for their bid, scheduled mandatory overtime assignments, until called back. Upon call back, hours worked will apply.

B. Assignment Pay is not in lieu of Standby Pay.

Article 8: Hours of Work / Working Conditions

Section 8-1. Hours of Work

A. The daily work hours and weekly shift schedule of members will be determined by the Fire chief and will comprise work shifts of 48/96. This will not be a guarantee of any minimum number of hours.

B. Should the Department discontinue shifts of 48/96 on a member wide basis, the Union and the effected members will be given sixty (60) calendar days written notice prior to taking such action and after the Department has demonstrated to the Union a business related need to eliminate shifts of 48/96 on a member wide basis. The Fire chief shall retain the final authority regarding changes to shift schedules.

Section 8-2. Alternative Work Schedule

A. It is the understanding of both the City Manager and members that due to the duties and responsibilities of sworn positions that the need for emergency services in which traditional work schedules and hours may not apply.

B. The work hours and schedule of members assigned to forty (40) hour assignments and all other members assigned to alternative/specialty assignments shall be at the discretion of the Fire chief or designee.

Article 9: Alcohol and Drug Testing

A. Union members are subject to post accident testing only by reasonable cause due to signs or symptoms of impairment. Any signs of impairment will be observed and determined by a drug recognition expert on the scene of the accident. Other drug and alcohol testing will be done in compliance with the Reasonable Suspicion Testing process in Goodyear Administrative Guideline #1020.

Article 10: Benefits

Section 10-1. Bereavement Leave[2]

A. A member may be authorized to use up to two (2) days (not to exceed 48 hours) of City-paid funeral leave per occurrence to attend the funeral of an immediate family member. Two (2) additional days (not to exceed 48 hours) will be given for funerals requiring out of state travel. The definition of immediate family members is contained in City Administrative Guideline #10.

B. A member may be authorized to use up to one (1) day (not to exceed 24 hours) of City paid funeral leave per occurrence to attend the funeral of any member of the members extended family. This day may only be utilized on the date of burial or memorial service. If additional time is needed, vacation leave may be used to extend funeral leave.

Section 10-2. Sick Leave Payout upon Separation

A. Members with a minimum of five (5) years of continuous service with the City and who voluntarily separate employment shall be compensated in cash at their regular rate of pay for accrued sick leave up to a maximum of 240-hours (336 hours for fifty-six (56) hour sworn members) upon separation.

B. Members with a minimum of ten (10) years of continuous service with the City shall be compensated for accrued sick time up to a maximum of four hundred-eighty (480) hours of accrued sick leave for forty (40) hour work week members and accrued sick time up to a maximum of six hundred-seventy-two (672) hours for fifty-six (56) hour work week members upon separation. Effective 8/1/25, members will have their hours converted to compensation at their regular rate of pay and contributed to their 401a account at separation. Members. All members who qualify for this benefit, but separate prior to 8/1/25 will be compensated in cash at their regular rate of pay.

Sworn 40-hr	Non-Sworn	Sworn 56
480 hours	480 hours	672 hours

C. <u>Sick Leave Conversion Upon Retirement or Disability Separation</u>

1. Full-time members who officially retire through PSPRS, ASRS or members who separate employment prior to 8/1/25 due to disability retirement will receive the following amount of sick leave balance that is above the noted threshold paid out in a cash at their regular rate of pay. Effective 8/1/25, members will have their hours converted to compensation at their regular rate of pay and contributed to their 401a account at separation. Anything in excess of the IRS limit will be cashed out. The following table represents the amount of sick leave that may be converted:

Years of Service	Percent of Sick Leave Balance above hours to be cashed out
8 years	25%
10 years	35%
15 years	50%
20 years	75%

Members who involuntarily separate employment or do not meet these eligibility requirements will not receive any sick cash out above the prescribed rates in Section 10-2.B.

D. Members who do not meet these eligibility requirements will not receive any sick leave

payout at the time of termination, and they forfeit all unused sick time.

Section 10-3. Off-Duty Industrial Injury Appointments

A. Members will be permitted to attend off-duty industrial injury appointments on their days off and will be compensated for a maximum of two (2) hours per visit. These hours do not count as hours worked for the purposes of calculating overtime.

Section 10-4. Uniform Allowance

A. Members will be paid a uniform allowance of $370, four (4) times a year.
   1. Uniform allowance is for Class A, B, and C uniform items as defined in the Goodyear Fire Department uniform policy.
   2. The Uniform Allowance is also intended for any equipment or maintenance of equipment beyond department issued PPE and used to maintain a continuity of service.

B. All newly sworn Goodyear Firefighters will receive a start up allowance in the amount of $1,000. All non-sworn new employees will receive a start up allowance in the amount of $500.

Section 10-5. Mileage Reimbursement

A. Members that are assigned for movement from station to station, or from any other designated workplace to another within their shift will be reimbursed or compensated for the mileage if their personal vehicle is used. The current GSA mileage rate will be applied.

B. Members attending and using their personal vehicles for approved training, conferences, or specialty schools outside of the city limits will be reimbursed at the current GSA mileage rate. Mileage will be determined based upon Goodyear City Hall as the starting point.

Section 10-6. Productivity Enhancement Pay

A. This provision shall supersede Goodyear Administrative Policy #200 regarding longevity pay for members subject to this MOU for the term of this agreement.

B. The completed years of service will be measured as of December 1st. However, the OT calculation will be calculated beginning on November 1 and ending on October 31. Productivity Enhancement Pay will be paid annually on the first pay date in December.

C. Productivity Enhancement Pay will be calculated at a rate of 2.5% of base pay for 1 through 9 years of completed years of full-time service with the City of Goodyear, and at 5% of base pay for 10 years of completed years of full-time service and beyond. (see Appendix C – Sworn; Appendix D –Non-Sworn).

D. A member MUST be actively employed at the time Productivity Enhancement checks are issued to be eligible. Payment of Productivity Enhancement pay is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes.

Section 10-7. Vacation and Sick Accrual

Years of Service	Accrual Rate	
	Non-Sworn and Sworn on a 56-hour Schedule	Sworn and Non-Sworn on 40-hr Schedule
0 < 5	6.65	4.75
5 < 10	7.92	5.6571
10 < 15	9.12	6.5143
15 < 21	10.38	7.4143
21+	10.81	7.7214

A. Sick leave accrual for 56-hour personnel will be 6.06 hours per pay period. 40-hour personnel will accrue 3.70 hours per pay period.
B. Members who exceed the annual vacation carryover cap of 456 hours will automatically have their excess hours contributed to the 401a account at their regular rate of pay.
C. First year members will have their vacation and sick time accruals loaded in their Vacation and Sick Pay Banks at the 56-hour accrual rate during the first pay period and will be available for use immediately.
    a. There will not be any subsequent accruals during the first year of service.
    b. Lateral Firefighters will accrue and have their vacation front loaded based on their qualified years of service.
D. Any member covered under the MOU who is hired into a full-time 40-hour position will be front-loaded at the 40-hour accrual rate.
E. If a new employee leaves within the first year where vacation or sick pay has been front-loaded, the bank balance will not be paid out to the employee.
    a. Exception: Vacation payout will be based solely on months of service minus time used.
F. Starting on year two, vacation and sick time accruals will accumulate on a per pay period basis and will be available to use at the start of the following pay period.

Section 10-8. Vacation Allotment (Sworn & Non-Sworn)

The vacation slots available per day will be determined by an annual assessment conducted in August of the year preceding the next calendar year. This assessment will be a calculation of all members of the organization, new authorized FTE's and a determination of the vacation accrual per pay period for each member towards a subtotal. That subtotal number will then be multiplied by 26, a representation of the total pay periods in the year for a total accrual number. The total accrual number will be measured against the total number hours of vacation currently available in a calendar year. When the total accrual number reaches 80.0% of the vacation hours available in the calendar year then the vacation slots will increase by one allotment per day, until the threshold is below 80%. The current agreed upon allotment is four (4) persons off per shift day.

Section 10-9. Compensatory Time Cash-In

A. Members can cash in their compensatory time at any time at their regular rate of pay. Cash-in may be requested during the submission of bi-weekly timesheets.

1. All members will cash in their compensatory time at their regular rate of pay.

Section 10-10. Compensatory Time Bank

A. Compensatory time is earned at a rate of one and one-half (1.5) hours for every one (1) hour worked except when employees who are working a 56-hour schedule work at the 40-hour rate (i.e., Training Instructor, Special Events, etc). In that case, it will be earned at 2.2 hours for every one hour worked (3054 ÷ 2080 calculation). Compensatory time can be banked up to two-hundred-forty (240) hours.

Section 10-11. Education Incentive

A. Members receiving their degrees will receive a one-time payment per degree completed.

1. Associates - $200
2. Bachelors - $400
3. Masters - $600

Section 10-12. Leave Accrual Banks

A. Vacation and Sick Leave accrual banks and rates will be converted when a member changes between forty (40) hour and fifty-six (56) hour schedules and vice versa.

Section 10-13. Deferred Retirement Option Plan (DROP) Alternative Contribution

A. Members that are Tier 1 members of the PSPRS, who enter the Deferred Retirement Option Plan (DROP), will be eligible for an additional benefit. Upon the members acceptance by the local board and PSPRS to the DROP program, the City will contribute seven and one-half percent (7.5%) per pay period to the member's 401a account not to exceed the statutory limits of the plan set forth each year by the IRS. Contributions made as required by this MOU are subject to the normal distribution requirements of the plan. The contributions made into the plan are considered a non-elective employer contribution. Upon distribution the funds become taxable to the member. If for any reason a member terminates participation in DROP, this benefit shall cease.

Article 11: Post-Retirement Health Savings Trust Fund

A. To the extent the Union establishes the United Goodyear Fire Fighters Post-Retirement Health Savings Trust Fund, an Internal Revenue Code Section 501(c)(9) voluntary member beneficiary association (the "Trust"), for the purpose of providing retiree health care benefits and other benefits as the Trustees of the Trust may determine.

B. The Trust shall be managed and administered by a Board of Trustees appointed by the Union.

C. Each member will contribute $15.00 per pay period into the Trust for the purpose of providing a monthly stipend for retirees to apply to the cost of their health insurance premiums and related expenses upon retirement. Members covered by the MOU are required to participate in the Trust.

    1. The Union President has the ability to increase or decrease the amount of this deduction one (1) time each year for the members of the bargaining unit.

D. Eligible member contributions are mandatory and therefore shall be deducted from payroll by the City on a pre-tax basis or as otherwise regulated by IRS rules and remitted to the Trust on a bi-weekly basis.

E. The city will make a contribution of $35.00 per member per pay period into the Trust as a benefit of employment; $15.00 of the contribution is a matching contribution.

Article 12: Shift Trade SOP

Members will be granted the opportunity to exchange shifts. Shift exchanges shall not qualify a member for overtime. All shift exchanges shall be in conformance with Fire Department's Shift Trade SOP 105.013. Shift members executing a trade will only fill the roles of the member they are trading with.

Article 13: Savings Clause

A. This MOU constitutes the entire agreement of the City and IAFF Local 4005, arrived at as the result of meeting and conferring. This MOU shall supersede all previous agreements, understandings, and prior practices related to matters included within this MOU.

B. The parties acknowledge that during the meet and confer process which resulted in this MOU, each had the opportunity to make proposals with respect to any subject or matter not removed by law as a subject matter of the meet and confer process, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU.

C. All provisions of this MOU and all terms used herein shall be interpreted in such a manner as to be consistent in all cases with the Ordinance. In the event of any inconsistent provision or use of a term, the Ordinance shall take precedent.

D. If any provision of this MOU is held to be contrary to law by a court of competent jurisdiction or government agency having authority over the provisions, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this MOU will continue in full force and effect. The parties will meet within 60 days after a request by the City or the Union to discuss the invalidated provision.

Term of Memorandum

A. This Memorandum shall remain in full force and effect beginning July 1, 2025 through June 30, 2027.

IN WITNESS WHEREOF, the parties have set their hand this_____day of_____2025.

CITY OF GOODYEAR By:	UNITED GOODYEAR FIREFIGHTERS LOCAL 4005 By:
Wynette Reed, City Manager	Dan Freiberg Lead Negotiator
Roric Massey, City Attorney	Orion Godfrey Representative
Vicki Lackey, Deputy Human Resources Director Lead Negotiator	Neil Roberts Representative
Justin Fair, Deputy City Manager Negotiation Team Member	John Boyce Representative
Ed Pahl, Deputy Fire chief Negotiation Team Member	Marc Holstein Representative
Sabrina Dezso, SR HR Business Partner Negotiation Team Member	Jacob Casillas Representative
ATTEST: _____ Jasmine Pernicano, City Clerk	Brad Duell Representative
	Michael Gugel Representative

APPENDIX A
Wage Tables Sworn - FY2026 and FY2027

Year 1: Effective June 22, 2025 (Munis to generate)

Sworn Fire **Steps**

POSITION	GRADE	SCHED	1	2	3	4	5	6	7
Fire Recruit	761	DAYS	29.5507						
Firefighter/EMT	762	SHIFT	21.1768	22.2480	23.3707	24.5758	25.8118	27.1199	28.4692
Firefighter/EMT	770	DAYS	31.0932	32.6661	34.3145	36.0839	37.8987	39.8193	41.8005
Fire Engineer/EMT	763	SHIFT	31.4459	33.0527					
Fire Engineer/EMT	771	DAYS	46.1710	48.5303					
Fire Captain/EMT	764	SHIFT	36.4723	38.3263					
Fire Captain/EMT	772	DAYS	53.5512	56.2733					

3% market adjustment applied. Engineer and Captain - removed step 1

Day rate is based on 3054 hours. The day rate calculation is: Shift hourly wage X 3054 ÷ 2080

Lateral Firefighters will be given 1 year credit for every 1 full year of service for pay, vacation accruals, and promotional exams.

Entry level lateral hires hired in the first pay period including July 1 - December 31, will be hired at step 2 in the Firefighter range.

New Recruits who graduate the academy in the first pay period including July 1 - December 31, will be brought in at step 2 in the Firefighter range.

Year 2: Effective June 21, 2026 (Munis to generate)

Sworn Fire **Steps**

POSITION	GRADE	SCHED	1	2	3	4	5	6	7
Fire Recruit	761	DAYS	30.58						
Firefighter/EMT	762	SHIFT	21.9180	23.0267	24.1887	25.4360	26.7152	28.0691	29.4656
Firefighter/EMT	770	DAYS	32.1815	33.8094	35.5155	37.3468	39.2251	41.2130	43.2635
Fire Engineer/EMT	763	SHIFT	32.5465	34.2095					
Fire Engineer/EMT	771	DAYS	47.7870	50.2288					
Fire Captain/EMT	764	SHIFT	37.7488	39.6677					
Fire Captain/EMT	772	DAYS	55.4254	58.2429					

3.5% market adjustment applied.

Day rate is based on 3054 hours. The day rate calculation is: Staff hourly wage X 3054 ÷ 2080

APPENDIX B
Wage Tables Non-Sworn - FY2026 and FY2027

Year 1: Effective June 22, 2025

Non-sworn Fire **Steps**

POSITION	GRADE	SCHED	1	2	3	4	5	6
Emergency Paramedic	794	SHIFT	21.5167	22.5879	23.7106	24.9054	26.1517	27.4495
Emergency Paramedic	796	DAYS	34.6750	36.4013	38.2105	40.1360	42.1445	44.2359

3% market adjustment applied.

Year 2: Effective June 21, 2026

Non-sworn Fire **Steps**

POSITION	GRADE	SCHED	1	2	3	4	5	6
Emergency Paramedic	794	SHIFT	22.2698	23.3785	24.5405	25.7771	27.0670	28.4102
Emergency Paramedic	796	DAYS	35.8886	37.6753	39.5479	41.5408	43.6195	45.7842

3.5% market adjustment applied.

Day rate is calculated as follows:

Take the shift rate x 2080 hours plus the scheduled overtime hours of 848 x 1.5 of shift rate to get an annual salary, then divide it by 2080.

Example:

= ($18.5915 x 2080) = $38,670.32

= ($18.5915 x 1.5) = $27.8873 x 848 = $23,648.4304

= $38,670.32 + $23,648.4304 = $62,318.7504

= 62,318.7504 / 2080 = **$29.9609**

Maximum scheduled annual hours is **2928** (2080 + 848)

APPENDIX C
Productivity Enhancement Pay Schedule Sworn Fire MOU - FY26 - FY27

Year 1: Effective December 1, 2025

Sworn Fire less than 10 years completed — **Steps**

POSITION	1	2	3	4	5	6	7
Firefighter/EMT	1,617	1,699	1,785	1,877	1,971	2,071	2,174
Fire Engineer/EMT	2,401	2,524					
Fire Captain/EMT	2,785	2,926					

The calculation for amounts above is: Shift hourly wage X 3054 X 2.5% for members with less than 10 years completed with the City.

Sworn Fire 10 years or more completed — **Steps**

POSITION	1	2	3	4	5	6	7
Firefighter/EMT	3,234	3,398	3,570	3,754	3,942	4,142	4,348
Fire Engineer/EMT	4,802	5,047					
Fire Captain/EMT	5,569	5,852					

The calculation for amounts above is: Shift hourly wage X 3054 X 5.0% for members with 10 or more years completed with the City.

Year 2: Effective December 1, 2026

Sworn Fire less than 10 years completed — **Steps**

POSITION	1	2	3	4	5	6	7
Firefighter/EMT	1,674	1,759	1,847	1,943	2,040	2,144	2,250
Fire Engineer/EMT	2,485	2,612					
Fire Captain/EMT	2,882	3,029					

The calculation for amounts above is: Shift hourly wage X 3054 X 2.5% for members with less than 10 years completed with the City.

Sworn Fire 10 years or more completed — **Steps**

POSITION	1	2	3	4	5	6	7
Firefighter/EMT	3,348	3,518	3,694	3,886	4,080	4,288	4,500
Fire Engineer/EMT	4,970	5,224					
Fire Captain/EMT	5,764	6,057					

The calculation for amounts above is: Shift hourly wage X 3054 X 5.0% for members with 10 or more years completed with the City.

APPENDIX D

Productivity Enhancement Pay Schedule - Non-Sworn Fire MOU FY26-FY27

Year 1: Effective December 1, 2025

Non-sworn Fire less than 10 years completed — **Steps**

POSITION	1	2	3	4	5	6
Emergency Medical Technician	1,420	1,491	1,565	1,643		
Emergency Paramedic	1,643	1,725	1,811	1,902	1,997	2,096

The calculation for amounts above is: Shift hourly wage X 3054 X 2.5% for members with less than 10 years completed with the City.

Non-sworn Fire 10 years or more completed — **Steps**

POSITION	1	2	3	4	5	6
Emergency Medical Technician	2,840	2,982	3,130	3,286		
Emergency Paramedic	3,286	3,450	3,622	3,804	3,994	4,192

The calculation for amounts above is: Shift hourly wage X 3054 X 5.0% for members with 10 or more years completed with the City.

Year 2: Effective December 1, 2026

Non-sworn Fire less than 10 years completed — **Steps**

POSITION	1	2	3	4	5	6
Emergency Medical Technician	1,470	1,543	1,619	1,701		
Emergency Paramedic	1,701	1,785	1,874	1,969	2,067	2,170

The calculation for amounts above is: Shift hourly wage X 3054 X 2.5% for members with less than 10 years completed with the City.

Non-sworn Fire 10 years or more completed — **Steps**

POSITION	1	2	3	4	5	6
Emergency Medical Technician	2,940	3,086	3,238	3,402		
Emergency Paramedic	3,402	3,570	3,748	3,938	4,134	4,340

The calculation for amounts above is: Shift hourly wage X 3054 X 5.0% for members with 10 or more years completed with the City.

MEMORANDUM OF UNDERSTANDING

JULY 1, 2025 THROUGH JUNE 30, 2027
(FY2026 and FY2027)

CITY OF GOODYEAR

AND

UNITED GOODYEAR FIREFIGHTERS
LOCAL 4005
REPRESENTING
GOODYEAR FIREFIGHTERS

Table of Contents

PREAMBLE 4
DEFINITIONS 4
Article 1: Rights 5
Section 1-1. Gender 5
Section 1-2. Union Dues 6
Section 1-3. Members' Rights 6
Article 2: Investigatory and Disciplinary Procedures 6
Section 2-1. Disciplinary Procedure 6
Section 2-2. Investigatory Practices 7
Article 3: Grievance and Mediation 10
Section 3-1. Grievance Procedures 10
Section 3-2. Pre-Grievance Resolution Process 10
Section 3-3. Formal Resolution 11
Section 3-4. Mediation Procedures 12
Article 4: Organizational Collaborative Process (OCP) 12
Section 4-1. OCP Executive Committee 12
Section 4-2. OCP Committees and Subcommittees 13
Section 4-3. Union-City Management Forum 13
Section 4-4. Attendance at Meetings 14
Article 5: Layoffs 14
Article 6: Labor Relations Time 15
Article 7: Wages and Compensation 17
Effective Dates 17
Section 7-1. Base Pay 17
Section 7-2. Holidays and Holiday Compensation[2] 17
Section 7-3. Local Days (LD) 18
Section 7-4. Hours Worked 19
Section 7-5. Two Hour Minimum 19
Section 7-6. Acting Out-of-Class Pay (Sworn Only) 19
Section 7-7. Forty (40) Hour Overtime Rate (Sworn Only) 19
Section 7-9. Deferred Compensation Contribution 20
Section 7-10. Specialty Pay 20
1. Hazardous Material Technician (HazMat) (Sworn only) 20

2. Paramedic Certification (Sworn only) 20
3. Paramedic Preceptor 20
4. Bilingual Pay 20
5. Special Assignments Unit (SAU) Paramedic 20
Section 7-11. Assignment Pay 21
Section 7-12. Standby Pay 21
Article 8: Hours of Work / Working Conditions 22
Section 8-1. Hours of Work 22
Section 8-2. Alternative Work Schedule 22
Article 9: Alcohol and Drug Testing 22
Article 10: Benefits 22
Section 10-1. Bereavement Leave[2] 22
Section 10-2. Sick Leave Payout upon Separation 23
Section 10-3. Off-Duty Industrial Injury Appointments 24
Section 10-4. Uniform Allowance 24
Section 10-6. Productivity Enhancement Pay 24
Section 10-7. Vacation Cash-in 24
Section 10-8. Vacation and Sick Accrual 25
Section 10-9. Vacation Allotment (Sworn & Non-Sworn) 25
Section 10-10. Compensatory Time Cash-In 26
Section 10-11. Compensatory Time Bank 26
Section 10-12. Education Incentive 26
Section 10-13. Leave Accrual Banks 26
Section 10-14. Deferred Retirement Option Plan (DROP) Alternative Contribution 26
Article 11: Post-Retirement Health Savings Trust Fund 27
Article 12: Shift Trade SOP 27
Term of Memorandum 28
APPENDIX A - Wage Tables - Sworn 29
APPENDIX B - Wage Tables – Non-Sworn 30
APPENDIX C – Productivity Enhancement Pay Table - Sworn 31
APPENDIX D – Productivity Enhancement Pay – Non-Sworn 32

PREAMBLE

WHEREAS, the parties, through their designated representatives, met and conferred in good faith in order to reach agreement concerning wages, hours, and working conditions of members comprising the United Goodyear Firefighters (the "Union"); and

WHEREAS, the parties hereby acknowledge that the provisions of this Memorandum are not intended to abrogate the authority and responsibility of City government provided for under the statutes of the State of Arizona or the Charter or ordinances of the city of Goodyear and/or the City of Goodyear Policy and Administrative Guidelines Manual[1];

NOW, THEREFORE, having reached this complete agreement concerning wages, hours, and working conditions for the term specified, the parties submit this Memorandum of Understanding (MOU) to the City Council of the city of Goodyear with their joint recommendation that the Council resolve to adopt its terms and provisions.

[1] Where the City of Goodyear Administrative Policy and Guideline Manual is referenced, if the City makes any changes to the manual that affects this MOU, the original Policy or Guideline in effect at the time this MOU was finalized will remain in effect as intended.

[2] Items where Footnote [1] is not applicable.

[3] Unless otherwise delineated in this document, all articles are for both sworn and non-sworn members covered under the MOU.

DEFINITIONS:

A. **Assignment Pay**: Rate of pay paid to members who, due to unique circumstances, are assigned work that is being performed on an ongoing basis and is distinctly separate from a member's primary position; or are responsible for the management of specific programs.

B. **Base Pay Rate**: Rate of pay identified in the wage table, which denotes the members pay without specialty pay, assignment pay, or any other incentives.

C. **Business Days**: Days in which the city of Goodyear is operating at full capacity and are within the scope of normal business hours. These do not include recognized holidays or weekends.

D. **Constant Staffing:** The method by which the staffing of fire companies and other vacancies are filled on the normal operational roster that are created by all forms of leave.

E. **Front Line Apparatus.** The definition of Front Line Apparatus shall be codified in Fire Department SOP for the term of the MOU.

F. **Grievance**: A written allegation by a member or Union representative, submitted as herein specified, claiming specific violation(s) of the express terms of this MOU for which there is no Civil Service or other specific method of review provided by State or City law.

G. **Grievant's Representative**: A member of the Union currently employed by the city.

H. **Labor Relations Hours**: Hours donated by the membership to the Union to conduct bargaining unit business.

I. **Lateral Firefighter:** Any full-time, professional firefighter who has successfully graduated from a regional fire academy and is currently working, or has worked within 1 year, on a regional unit as defined in the Phoenix Regional Automatic Aid System. Any full-time, professional firefighter from outside of the Phoenix Regional Automatic Aid System who qualifies for the Bridge Academy and is currently working, or has worked within 1 year with a qualified, professional fire department/district.

J. **Merit Adjustment:** Salary increase based on meeting the standards of position which does not change the salary range (similar to a step increase).

K. **Non-Prime Days**: Monday through Thursday, excluding holidays.

L. **Prime Days**: Friday, Saturday, Sunday, and holidays.

M. **Regular Rate of Pay**: Rate of pay identified in the wage table, plus specialty pay and assignment pay.

N. **Special Event**: A mass gathering of people approved for EMS, hazardous materials, or fire suppression duty that is outside the normal fire department operational roster. These approved events require support in excess of frontline apparatus and occur in the city of Goodyear or other approved regional locations.

O. **Scheduled Mandatory**: A day in which you are bid for a mandatory overtime shift.

P. **Shift**: A scheduled period, on overtime or regularly scheduled, in which the member works for the Goodyear Fire Department in the role of an operational responder.

Q. **Support Unit**. Units that are not front line and used in support roles. These units are not outfitted with SCBAs and turnouts nor regularly dispatched to fires and are not used for suppression activities. These units include non-sworn ambulances (medic unit), CR vehicles, and any other unit staffed with civilian employees or a combination of civilian and sworn employees

R. **Training**: Any department approved class, course, seminar, webinar, symposium, conference, convention, or similarly assigned event in which you are a student, and the intended purpose of your attendance is to become educated on a topic.

S. **Training Instructor:** Evaluator, instructor, or any other part of the cadre.

Article 1: Rights

Section 1-1. Gender

Whenever any words used herein are in the masculine, feminine or neutral, they will be construed as though they were also used in another gender in all cases where they would apply.

Section 1-2. Union Dues

A. The City will deduct bi-weekly an amount for the purpose of Union Dues up to and including the following, Union Political Action Committee (PAC) dues and the Member Services Hardship Fund and Retirement Gift Fund. The Union leadership will be responsible for advising the city in writing of changes in dues. Dues will be deducted from members who have a form on file authorizing the city to deduct Union Dues. Deductions will be transmitted to the Union on a bi-weekly pay period basis. The City will, at the written request of the Union, make changes in the amount of the deduction hereunder during the term of this Memorandum of Understanding (MOU). The City assumes no liability on account of any action taken pursuant to this paragraph.
    1. In the event of any change in Union authorized deductions, it is the responsibility of the Union to provide that change with an effective date in writing to Human Resources.
        1. Members must provide an authorization form that initiates or terminates the deduction of dues.
        2. Ongoing changes to existing member deductions can be changed by written authorization from Union leadership. Requests for changes in the deduction amount will include the member's name, effective date, and amount.
        3. Submitted changes will be processed on the next available pay period.
        4. The Union will hold harmless the city of Goodyear and all its representatives with any claims associated with the deduction of dues.

Section 1-3. Members' Rights

A. Member has the right to Union representation in all the following cases: investigations (witness or subject), disciplinary matters, bargaining unit negotiations, performance improvement plans, and any other legal matters pertaining to their role as a city employee.

Article 2: Investigatory and Disciplinary Procedures

Section 2-1. Disciplinary Procedure

A member under investigation or going through an investigatory process has the right to request Union representation.

A. The Union representative can speak on behalf of the member. The Union representative is further entitled to:
    1. Ask questions related to the matters under discussion at the meeting that will help the member tell their story.
    2. Make relevant remarks concerning such matters.
    3. State the Union's position on the matters discussed.

B. The Union and Goodyear Fire Department have agreed to follow a progressive discipline process aimed at correcting work performance or behavior issues at the lowest level. The levels of discipline are:
    1. Supervisory Counseling

2. Letter of Instruction
3. Disciplinary Probation
4. Suspension
5. Demotion
6. Termination

Steps may be skipped depending on the severity or frequency of the occurrence. The level of discipline issued will be determined by the following process:

C. If a violation of Department or City policy occurs, or a performance issue occurs, the following steps will be taken by the Supervisor who observed or discovered the violation or performance issue.
   1) If this begins at the company officer level, the company officer will send an email through their chain of command that specifically outlines the issue(s) and/or violation(s).
   2) After evaluating the information for thoroughness, the Battalion Chief forwards all documentation to OCP LT for review.
      - OCP LT will review the documentation with Human Resources, and an investigator may be assigned as needed.
      - OCP LT sends an email back through the chain of command that specifically outlines the issue(s) and/or violation(s).
        - This email will be routed back to the Supervisor who initiated this process and will advise them whether an investigation will ensue.
   3) The Notice of Investigation will then be delivered to the member. Throughout the entirety of the discipline process, the member will always be afforded representation as prescribed in Article 1, Section 1-3 "Members Rights".
   4) The OCP LT Committee then evaluates the findings and makes a recommended level of discipline to the OCP Executive Committee.
      - If the OCP LT recommends the level of discipline to be lower than Supervisory Counseling, the member's supervisor will provide appropriate coaching documentation, and the discipline process will be considered concluded.
      - The Fire chief will make the final decision.
   5) Once the level of discipline has been determined, the appropriate Deputy Chief ensures the delivery of disciplinary paperwork to the employee with their assigned representative (or designee) present.

D. A member has the right to access the grievance and appeal process in accordance with City Policy 830 Grievance and Appeals Guidelines. The policy ensures that employees have a formal avenue to address concerns related to workplace issues, disciplinary actions, or other employment matters.

Section 2-2. Investigatory Practices

A. Complaints alleging criminal behavior on the part of the Member regardless of the source of information will be investigated.

   a. For the purposes of this section, a third party does not include anyone who has firsthand knowledge of the incident resulting in the complaint.

b. This section does not apply to the parent/guardian of a minor child.
c. Documented complaints that are corroborated with an affidavit of truthfulness within thirty (30) business days shall be classified as an incident. The involved member will be notified of the complaint per Item D of the MOU and is required to respond with acknowledgement by email or in writing on their next scheduled shift day.
d. Corroborated complaints that may lead to discipline will be inserted in to step 5 of the disciplinary process.

B. All investigated complaints, including internally generated and externally generated, filed against a member will be completed within 120 business days. If the investigation is not completed in the allotted timeframe, the investigation will be dismissed and deemed unsubstantiated, except as outlined in subsection b. Internal complaints include those made by elected officials and City management.
    a. The 120 business days starts when the member is served with the Notice of Investigation and is completed on the day the member is issued the findings of the investigation with the disciplinary action if applicable.
    b. In the unlikely situation that more than 180 calendar days are required to complete the investigatory process, the Fire chief shall notify the member and the Union President in writing or in email of the need for additional time. The notice will state the projected completion date and the general nature of the reason(s) why the additional time is needed.

C. The complaining party must sign a complaint form and sign an affidavit of truthfulness within 30 business days of the date when they knew of the improper conduct on the part of a member against whom they wish to file a complaint. If the complaining party fails or refuses to sign the affidavit, no complaint will be taken. If an investigation is undertaken, the member shall be notified of the identity of the complaining party and the context of the alleged complaint against the represented member.
    a. The Department reserves the right to independently corroborate the information received from a complaining party even without a signed affidavit, providing it can do so without subjecting the involved member to an interview. If the Department is unable to corroborate the information, the matter will be dropped. If the Department independently discovers a policy violation, the Department may initiate an internal investigation.
    b. Complaints alleging criminal behavior on the part of a member regardless of the source of the information will be investigated.

D. Notice of Allegation. The members shall be notified in writing or by email within three (3) business days of a complaint, including internally generated and externally generated, is filed against them. Internal complaints include those made by elected officials and City management. The three (3) business days start once there is a signed affidavit from a complainant alleging a complaint, or in the absence of a signed affidavit, when the Fire chief calls for an internal investigation.
    a. There may be situations where it is not possible or appropriate to notify the member within three (3) business days of a complaint being filed. In such situations, the Fire chief must document the reasons for delay and must ensure that notification is made as soon as reasonably possible.

E. The use of a polygraph, or other truth verification equipment will not be authorized during the complaint process for a member. This equipment could be used by agencies other than the fire department during the investigation process.
F. The level of discipline will abide by and follow the levels of disciplined as establish in City of Goodyear guideline 820. A determination of the level of discipline, considering the following but not limited to; aggravating charges, disciplinary history of the member, and the level of discipline given to other members with similar infractions. This determination will be made by the OCP leadership team, and a recommendation will be forwarded to the Executive OCP. Reasons for the level of discipline, including any deviation from these standards, will be explained in the disciplinary recommendation. Ultimately the Fire chief has the final decision on the level of discipline that the employee receives.
G. Discipline served to a member will not be used to aggravate discipline beyond the following timeframes: 2 years from the date of issuance for non-punitive disciplinary outcomes (no diminishment in pay or benefits), 3 years from the date of issuance for punitive disciplinary outcomes (with diminishment in pay or benefits). Any exception to this time frame shall occur only at the direction of the Fire chief and a written explanation will be provided to the affected member and their representative.
H. Review Period – When an investigation is completed the member will be notified and allowed three (3) business days to review the findings and evidence.
    a. After the review period is complete the member will have three (3) business days to submit a written response. The response period will start when the review period ends. The investigation findings, conclusions, or recommendations will not be recorded or documented until the review period has concluded.
    b. The member can review the completed findings and evidence of their investigation with their Union Representative at the place of business for the HR Department, or any other approved location.
    c. If the employee chooses not to review the investigation, their declination will be made in writing or by email to the assigned investigator. This declination will be maintained as part of the concluded investigation.
I. Subject or witness interviews conducted with members, including fact-finding interviews to determine if policy violations have occurred, may be audio recorded. The member, at their request, may have the interview recorded. No party may record without the knowledge of the other party.
J. If the Fire chief determines that it is not in the best interest of the City or the member, the investigation may be administered by another entity; this does not prohibit the Human Resource Department from participating in the process by assigning a liaison to the investigation.
    a. All investigations involving members will be conducted in accordance with the MOU.
    b. In situations involving an Equal Employment Opportunity (EEO) based complaint, the investigation will be coordinated in conjunction with the Human Resource Director.
K. A member identified as only a witness in a Goodyear Fire Department investigation will have a right to a Union Representative.

L. Any public information request made by a third party, elected officials, staff, and/or any and all requestors regarding a member's personnel file, personal information, medical records, or workers comp information shall be notified of the request within three (3) business days of the date it became known to the City and/or Department. The member will be notified by the City Clerk's office.

Article 3: Grievance and Mediation

For grievances on conditions not identified within this MOU, the City Grievance Procedures, as outlined in Goodyear Administrative Policy, shall be used after attempted reconciliation through the Pre-grievance Resolution Process. The parties may, by mutual agreement, extend any of the time periods established in this MOU or Goodyear Administrative Guideline.

Section 3-1. Grievance Procedures

A grievance may be submitted, by an individual or their Union representative, identifying a condition that impacts them personally, or by a Union representative on issues that impact a group of people or a situation that cannot be resolved by the Fire chief.

A member filing a grievance, has the right to request Union representation.

A. The Union representative can speak on behalf of the member. The Union representative is further entitled to:
    1. Ask questions related to the matters under discussion at the meeting that will help the member tell their story.
    2. Make relevant remarks concerning such matters.
    3. State the Union's position on the matters discussed.
B. City will follow its own policy for the grievance process where undefined within the MOU.

Section 3-2. Pre-Grievance Resolution Process

A. It is the responsibility of the member who believes that they have a legitimate complaint concerning their working conditions (excluding pay issues) to promptly inform and discuss it with their immediate supervisor in order to, in a good faith endeavor, clarify the matter expeditiously and informally at the member-immediate supervisor level. It is the responsibility of the immediate supervisor to ensure communication through the appropriate chain-of-command, to allow for resolution of the issue at the lowest possible level. If these informal steps do not resolve the issue, then the issue will be inserted into the pre-grievance advisory resolution process described below.
    1. Notification is made to the resolution workgroup in writing by either the complainant or the Union Representative.
        1. This workgroup shall consist of a Union Representative and a Deputy Chief.
            i. This workgroup is meant to be an advisory group to place the issue in the appropriate Organizational Collaborative Process (OCP) subcommittee or in the case that an issue does not fit within the purview of the established OCP

subcommittees, they can insert the issue directly into the OCP Leadership Team.

2. It is the responsibility of the Deputy Chief to notify the Human Resources Business Partner (HRBP) of the issue.

2. The issue will work through the established OCP flow path, ending with the Executive Committee of the OCP.

1. The Fire chief will provide the Executive Committee with a written response within seven (7) business days from the date of the Executive Committee Meeting.

B. In instances of the Union representative filing the grievance (on behalf of a group of members), the Union representative will work with the Fire chief to determine the appropriate place to begin the informal resolution process.

C. If the Pre-grievance Resolution Process does not resolve the issue to the member's or Union representative's satisfaction, and if the complaint constitutes a grievance, the member or the Union has the right to file a formal grievance with the Fire chief within twelve (12) business days after receiving the Fire chief's written response.

1. If related to issues outside the MOU, (i.e. city policies or department policies) the city's grievance guideline will be followed by submitting the written grievance to the Fire chief, who will within three (3) business days submit the grievance and the findings of the pre-grievance process directly to the Deputy City Manager. This submission represents the last level of the chain of command within the Fire Department under Step Two (2) of Goodyear Administrative Guideline #830.

1. It is the responsibility of the Fire chief to notify the HRBP, the grievant and the grievant's representative, of the date of submission.

Section 3-3. Formal Resolution

A. **Time Limits:** Failure of departmental representatives to comply with time limits specified throughout the grievance process shall entitle the grievant to appeal to the next level of review. Failure of the grievant to comply with said time limits shall constitute abandonment of the grievance. Parties to the grievance may, by mutual agreement, extend the time limits.

B. The formal grievance procedure is as follows:

Step 1

A. The grievant, their representative, or the Union on behalf of a group of members shall submit the findings of the Pre-grievance Resolution Process to the Fire chief within twelve (12) business days of receipt of the final determination of the Pre-grievance Resolution Process.

B. Within three (3) business days of having received the written grievance; the Fire chief shall submit the written grievance and the findings of the pre-grievance process to the Deputy City Manager, the HRBP, and notify the grievant and the grievant's representative, of the date of submission.

Step 2

A. Within five (5) business days of having received the written grievance, the Deputy City Manager shall hold a meeting to review the written grievance with the grievant and their Union representative. This meeting may be cancelled by mutual agreement. The Deputy City Manager has an additional five (5) business days to gather information, if necessary, to deliver the written response to the grievant, Union representative, and the Fire chief. This is the final step for grievances initiated by the Union. If no resolution is reached, then the Union can submit their request to go to mediation.

Section 3-4. Mediation Procedures

If mediation is initiated, then Department management and the grievant, or their designated representatives shall agree on a mediator. If they are unable to agree on a mediator within five (5) business days, either party may request the Federal Mediation and Conciliation Service (FMCS) to submit to them a list of five (5) mediators who have had experience in the public sector. The parties shall, within five (5) business days of the receipt of said list, select the mediator by alternately striking names from said list until one name remains. Such person shall then become the mediator. The mediator selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

A. The mediator shall neither add to, nor detract from/modify the language of the MOU or of Department rules and regulations in considering any issue properly before them.

B. The mediator shall expressly confine themselves to the precise issues submitted to them and shall have no authority to consider any other issue not submitted to them.

C. The mediator shall be bound by applicable State and City law.

D. The mediator shall within fifteen (15) business days from the close of the mediation hearing submit their findings and advisory recommendations to the grievant and the City Manager, or their designated representatives.
   1. If an extension of time is required, both parties must agree.

E. The costs of the mediator and any other mutually incurred costs shall be borne equally by the City and the Union.

F. In advance of the mediation meetings, the mediator will establish the rules of the proceedings.

Article 4: Organizational Collaborative Process (OCP)

Section 4-1. OCP Executive Committee

A. There shall be an OCP Executive Committee that consists of two (2) co-chairs: the Fire chief and the President of the Union, four (4) senior advisors: the Deputy Fire chiefs and the Principal Officers of the Executive Board of the Union. The meeting shall be held monthly and at other mutually agreed upon times as deemed necessary.

Section 4-2. OCP Committees and Subcommittees

A. There shall be OCP Committees and subcommittees empaneled. The creation and purview of each committee shall be determined through consensus of the OCP Executive Committee. The purpose of these committees is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems which may include discussion of the implementation of new fire department programs and/or substantial modifications of existing fire department programs that will have an impact on work schedules or duties of the members.

B. The OCP Executive Committee is co-chaired by the Fire chief and the President of the Union. The OCP Leadership Team is co-chaired by two (2) Union representatives and two (2) Deputy Fire chiefs. Each subcommittee shall be co-chaired by one (1) member of management and one (1) Union representative. The management co-chair shall be appointed by the Fire chief. The Union co-chair shall be appointed by the President of the Union.

C. The subcommittees and the OCP Leadership Team shall meet monthly at mutually scheduled times, and at any other mutually agreed upon times.

D. The Executive Committee may, if it deems proper, suggest recommendations to the City Manager through the Fire chief for their consideration and determination.

    1. If the new program is approved and results in a new assignment or specialty, the compensation for that assignment or specialty will be determined through a market analysis completed by Human Resources and a recommendation from the Union and city management. The results will be added as an addendum to the current MOU.

E. The OCP shall review and work together on any changes to Fire Department Operational Policies and/or any of the following but not limited to: promotional examination processes, hiring process, termination process, asset deployment decisions, personnel issues, station bidding processes, special events, and any and all policies as agreed. In case of a split or disagreement between members of the Executive Committee, the Fire chief will have final decision-making authority.

Section 4-3. Union-City Management Forum

A. There shall be a Union-City Management Forum consisting of the City Manager, Deputy City Manager, Human Resources Director, the senior staff of the Fire Department, and the Principal Officers of the Union.

B. The purpose of the Forum is to facilitate improved labor-management relationships by providing a venue for the free discussion of concerns and issues.

C. The Forum shall meet quarterly at mutually scheduled times, and at any other mutually agreed upon times.

D. The Chairperson of the Committee shall reside with the Fire chief. The members shall, in advance of a meeting, provide the Meeting's Chairperson with proposed agenda items, and the Chairperson shall provide the members with the meeting agenda in advance of the meeting.

Section 4-4. Attendance at Meetings

A. It is the mutually agreed upon intent to conduct meetings as scheduled. Co-chairs and invitees on duty shall be permitted to attend Committee meetings. Attendance by Committee co-chairs shall not disrupt normal Fire Department operations as agreed to by the Operations Deputy Chief and the President of the Union or the designee. The fire chief will have final determination.

B. Subcommittee and Committee Co-chairs shall be compensated for off-duty attendance and work performed outside of the Committee in collaboration with a management co-chair. The subject matter experts (SME), as approved by the fire chief, will be compensated on an as needed basis.

C. Committee participation is voluntary, off-duty personnel in attendance are not compensated by the city.

Article 5: Layoffs

This section shall supersede Goodyear Administrative Guideline #360 in relation to the layoff of members covered by this MOU. This provision does not apply to employees of the Fire Department who are not subject to this MOU, and the City Manager retains sole authority to implement layoffs and allocate positions subject to layoff throughout the organization.

The City Manager may lay off a member due to shortage of funds, curtailment of work, abolition of position, a material change in duties, or other reasons given by the City Manager. The conditions of a reduction in force (layoff) shall be as follows:

A. **Notification of Layoff or Pending Layoff**: The City Manager or designee will notify a member of a pending layoff, in writing, at least thirty (30) calendar days prior to the effective date of the layoff.

B. **Order of Separation**: When determining the order of separation for a layoff, the City Manager will consider the following factors in order of priority:

   1. Employment Status: Elimination of part-time and temporary employee positions will be considered prior to laying off full-time regular status members, except to the extent that the City Manager determines they are necessary for seasonal programs, grant funded positions, public safety, or otherwise fill a position deemed critical by the City Manager. The ending of a temporary assignment due to budget constraints is not considered a layoff.

   2. Reverse Absolute Seniority: After employment status has been considered, length of service, based on reverse absolute seniority will be used to determine the order of layoffs.

C. **Layoff Eligibility List**: Names of former regular service employees who were separated from the City service by layoff or reassignment to a lower classification in lieu of layoff shall be placed on the City's layoff eligibility list, unless the City Manager or designee is notified that they are no longer interested in employment with the City.

D. **Re-employment of Employees on Layoff Eligibility List**: The goal of the City is to reinstate all employees on the Layoff Eligibility List if possible while also providing current regular full-time members the opportunity to compete for other opportunities within the City as vacancies occur.

1. Each vacancy will be evaluated to determine if the position will be filled. While a Layoff Eligibility List is in existence, approved recruitments will not be filled in accordance with Goodyear Administration Guideline #320, but will be filled as follows:
    1. Laid off members can be re-employed up to eighteen (18) months based on absolute seniority.
    2. From eighteen (18) to twenty-four (24) months members can be re-employed based on absolute seniority points which will be awarded through an agreed upon labor management interview process.
    3. External Recruitment: Recruitments will only be advertised externally if the approved vacancy is not filled through the process listed above.

E. **Status of Re-employed Laid-off Employees**: If a laid off member is re-hired, the member shall return to regular status in the pay grade of the new position if rehired outside of their prior City position. Member starting rates of pay will be determined in accordance with Goodyear Policy #200.

Article 6: Labor Relations Time

A. **Negotiation Time**: The City will allow city paid time for up to a maximum of five (5) members to be used for participation in negotiations at the negotiation table.

B. **Representation Time**: Time used by Union representatives, not charged to the Labor Relations bank, for the purposes of representing members in the following circumstances:

a. Disciplinary issues
b. Investigatory processes
c. Grievances and appeals

C. The city will provide, for a maximum of two pay periods, one member of the Executive Board to serve as an Implementation Liaison. The Implementation Liaison will work with City and Department leadership to ensure the pay, benefits, and operational components of this MOU are addressed.

D. **Conference & Events:** The City recognizes the below events as providing a mutual benefit to both the city, the community and the Union. Due to this mutual benefit, the City will provide City Business to three (3) Executive Board members, or their designees, to attend these events. The City Business time shall apply to the travel days and scheduled conference/educational days in keeping with the City's travel policy. The members will be selected by the Union President. Any other educational opportunities or events which may arise and has a mutual benefit, the Fire chief will determine if this benefit should be extended to that instance.

a. 10th District Partnership Education Program;
b. IAFF Convention, Professional Fire Fighters of Arizona Convention

c. The Fallen Firefighters Memorial.
d. Strive for Excellence Leadership Symposium
e. International Fire Service Cancer Symposium

E. **City Business:** The Goodyear community benefits from harmonious and cooperative relationships between the city and its employees. The Union plays an important role furthering this relationship and ultimately improving service to the city and its citizens.

a. The Goodyear City Council has determined that there are specific activities that confer a public benefit for which Union members may be released to perform these activities at their regular rates of compensation as part of their city business (hereinafter referred to as "City Business Time"). Accordingly, the city and the Union have negotiated this time as part of an entire compensation package for unit employees. These bargained-for rights will promote and improve enhanced service delivery models and public safety, save the taxpayers money, and provide other tangible benefits to the City's residents.
b. The city has determined there are activities that confer a public benefit for which members of the Union should be released from their official duties on an as needed basis to perform. The City and the Union acknowledge that Union members will receive City Business Time for the time spent performing the following activities:
   - Attend trainings that have been authorized and stated in this document.
   - Attend meetings to facilitate communication between employees and management ensuring a safe and efficient delivery of services, as well as developing a heightened degree of labor/management cooperation.
c. In order to ensure City resources are well coordinated, upon the direction of the City of Goodyear and consent of IAFF Local 4005, Authorized Employees will participate in various City committees, labor management meetings, or labor management work groups as a member of the committee or group.
d. Representation in grievance or investigatory or disciplinary proceedings involving bargaining unit members.
e. Bargaining and negotiations on any matters deemed to be a mandatory subject of bargaining.
f. Represent employees involved in critical incidents at the time of incident.

F. Union representatives may attend to any other union activity, such as gathering information, interviewing the grievant or witnesses, attending a union meeting, or preparing a presentation during duty hours by using the Bank of Donated Leave as described in G.

G. **Labor Relations Banked Hours**: A bank of donated hours used for Union activities other than those listed above in C and D. Each calendar year, in the month of January, floating holidays for each member will automatically be donated to the Labor Relations Bank. The labor relations bank will have a soft cap of 2,912 hours. Donations of the floating holiday to the bank may exceed 2,912 hours with the donation of the floating holiday. All other donations will be suspended if the bank exceeds 2,912 hours due to the floating holiday donation. Members of the Union may also donate their vacation hours to this bank throughout the

calendar year. The Union will be responsible for communicating with members regarding donations.

Vacation Donation Parameters:

a. Donating members must maintain a minimum of twenty-four (24) hours in their personal vacation account at the time of vacation hour donation.

b. Unit members donating vacation must have used or are scheduled to use at least forty-eight (48) hours of vacation in the current calendar year.

c. Vacation hours due to be lost by members exceeding carryover limits and payouts will be automatically donated to the Labor Relations Bank.

d. Vacancies will be backfilled in accordance with Constant Staffing Policy.

The city will grant access to the Union to manage the donated Labor Relations Bank.

Article 7: Wages and Compensation

Effective Dates: All wages and compensation increases will be effective the first pay period including July 1st. Respectively, June 22, 2025 and June 21, 2026.

Section 7-1. Base Pay

A. **FY2026, Year 1:** A market adjustment of three percent (3%) will be applied to the salary schedule. Eligible members, except for members at the maximum of their salary range, will receive their scheduled step increase (See Appendix "A" for detail).

B. **FY2027, Year 2:** A market adjustment of three and a half (3.5%) will be applied to the salary schedule. Eligible members, except for members at the maximum of their salary range, will receive their scheduled step increase (See Appendix "A" for detail).

a If the market adjustment (pay and deferred compensation) for non-represented members in FY2026 exceeds four and a half percent (4.5%), the market adjustment will be commensurate.

Section 7-2. Holidays and Holiday Compensation[2]

A. Working Holidays: Members who are scheduled to work a city holiday (actual Holiday on the calendar at the start of shift on the holiday to the end of shift on the following day, not the day observed by the city if different) will receive one and one-half (1½) times their regular rate of pay for actual hours worked on a regular holiday in addition to holiday pay.

B. Premium Working Holidays: Members who are scheduled to work a city holiday (actual Holiday on the calendar at the start of shift on the holiday to the end of shift on the following day, not the day observed by the city if different) will receive two times the regular rate of pay for actual hours worked for a premium holiday in addition to holiday pay.

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth
6. Independence Day*
7. Labor Day**
8. Veteran's Day
9. Thanksgiving Day*
10. Friday after Thanksgiving Day

11. Christmas Day*

*Premium holiday in FY2026 and FY2027

**Premium holiday in FY2027

C. **Holiday Pay:** All employees on a 56-hour schedule (sworn and non-sworn) will be compensated for City recognized holidays. Compensation shall consist of fourteen (14) hours at the regular rate of pay for each City Observed Holiday. The holiday will be paid on the pay period the actual Holiday falls in. This excludes the fourteen (14) floating holiday hours donated to the LR Bank annually.
    1. Employees may elect vacation time in lieu of compensation for recognized holidays. This election must be done annually and in whole per calendar year. If no election is made, the default is for the employee to be paid for recognized holidays.
        1. Annual election will be administered by Human Resources. Election schedule will coincide with the annual vacation cash processes.

D. All regular full-time employees on a 40-hour schedule (sworn and non-sworn) in active pay status on the day a holiday is observed will receive an amount equivalent to ten (10) hours at the regular rate of pay. The holiday will be paid on the pay period the actual Holiday falls in. This excludes the ten (10) floating holiday hours donated to the LR Bank annually.

Section 7-3. Local Days (LD)

A. Each authorized member will receive Local Days (LD) equal to three (3) twenty-four (24) hour periods [seventy-two (72) hours] per fiscal year.
    1. Bidding will be done by absolute seniority, with the first twenty-four (24) hours being bid in whole, for the entirety of the shift, by each eligible member, then;
    2. Bidding will be done by absolute seniority, with the second twenty-four (24) hours being bid in whole, for the entirety of the shift, by each eligible member.
    3. Bidding will be done by absolute seniority, with the third twenty-four (24) hours being bid in whole, for the entirety of the shift, by each eligible member.
    4. Members will be permitted to bid on non-prime days only, and there shall be no more than two (2) members permitted to be on a Local Day per shift. Local Day bidding shall not constitute the equivalent of a vacation day and will not impact the vacation day formula.
    5. If a member requires a rebid, based on shift movement, injury, or any other department related reason, they will be permitted to rebid to a day that does not have a full Local Day allotment. If none are available, they will be permitted to bid as a third Local Day allotment, or a prime day, based upon the discretion and approval of the Deployment sub-committee.

B. To be eligible, the member must be in an authorized fifty-six (56) hour hourly position.
    1. The intent is to provide three (3) twenty-four (24) hour shifts for a total of seventy-two (72) hour LD's per authorized fifty-six (56) hour position.
    2. Members who are assigned to a fifty-six (56) hour position no later than the first day of the first full pay period in July will qualify for a Local Day in that fiscal year. Fifty-six (56) hour members on light duty, training assignments, or special assignments will qualify.

C. Local Day's will not rollover, cannot be traded, nor can the benefit be used in part [all twenty-four (24) hours must be used at once for all bid days]. Members cannot work for the city of Goodyear on their Local Days. Local Days are subject to the Catastrophic Staffing Plan. If the

Catastrophic Staffing Plan requires the cancellation of Local Days, they will be rescheduled in that fiscal year. If they are unable to be rescheduled, then the member will be credited with twenty-four (24) hours of vacation per each cancellation.

Section 7-4. Hours Worked

A. Members authorized to work in excess of their regularly scheduled shift will receive overtime in the amount of one and one-half times (1½) their regular rate of pay. All leave categories, except for off-duty industrial injury appointments, compensatory time leave, and unpaid administrative leave shall be counted as hours worked for the purposes of calculating overtime.
B. A maximum of forty-eight (48) -hours of compensatory time per calendar year may be used as hours worked for the purposes of calculating overtime.

Section 7-5. Two Hour Minimum

A. Members will receive a minimum of two (2) hours pay when called in for working outside of their regular schedule. Holding over will not qualify for the two-hour minimum pay.
B. When a member is called in for a mandatory overtime shift, their compensated time begins two hours prior to their arrival at their mandatory assigned station.
C. Members who are called in for an overtime shift in which they are signed up (voluntary overtime), shall not qualify for compensated time exceeding their arrival at their assigned overtime station.

Section 7-6. Acting Out-of-Class Pay (Sworn Only)

A. Members will be paid for temporarily working out of his/her assigned classification for any time worked. Members shall receive Acting Pay at the entry step of the position in which they are acting. Members must follow department policy to qualify for and maintain their ability to receive Acting Out-of-Class Pay.

Section 7-7. Forty (40) Hour Overtime Rate (Sworn Only)

A. The forty (40) hour overtime rate of pay will be applied with the exclusion of constant staffing, wildland staffing, training scheduled on shift, and any supplemental apparatus to be employed on the normal operational roster in an effort to mitigate surges and expand capacity.
    1. Members will be compensated at the 40-hour rate of pay either on straight time or on overtime for non-suppression activities or assignments, unless otherwise specified. (Members in a fire suppression or a fire suppression support role as defined by the FLSA and or applicable case law will be compensated at the 56-hour rate.)

Section 7-8. Overtime Day Rate for Non-Sworn Shift Members (Non-Sworn)

A. The overtime day rate of pay (non-sworn day rate multiplied by 1.5) will be applied with the exclusion of constant staffing, training scheduled on shift, and any supplemental apparatus to be employed on the normal operational roster in an effort to mitigate surges and expand capacity.

Section 7-9. Deferred Compensation Contribution

A. FY2026: The City shall provide an employer non-elective ~~deferred compensation~~ contribution of four percent (4%) of the member's gross pay per pay period to Unit Member's 401a Plan. Members must contribute a minimum of one and one-quarter percent (1.25%) of their gross pay per pay period to their 457 to be eligible for the City's 401a contribution.

B. FY2027: The City shall provide an employer non-elective ~~deferred compensation~~ contribution of five percent (5%) of the member's gross pay per pay period to Unit Member's 401a Plan. Members must contribute a minimum of one and one-quarter percent (1.25%) of their gross pay per pay period to their 457 to be eligible for the City's 401a contribution.

Section 7-10. Specialty Pay

A. Members shall receive specific Specialty Pay for successfully completing all the required training and securing the following appropriate state or national certifications to utilize this training.

B. All Specialty Pay items listed below are counted as wages for the purpose of calculating a member's regular rate of pay for overtime purposes. The following rates of pay are for members assigned to a 56-hour schedule. When a member is on a 40-hour schedule, their applicable rate can be found in the "Specialty Pay" table below.

   1. Hazardous Material Technician (HazMat) (Sworn only): When a member secures the proper certification and is authorized as a Hazardous Material Technician the member's wages shall be supplemented by payment of an additional hourly wage of $1.40 per hour. The process by which a member becomes an authorized technician and the minimum number/make-up of technicians shall be codified in Fire Department SOP for the term of the MOU.

   2. Paramedic Certification (Sworn only): When a member secures the proper certification and is authorized necessary as a Paramedic the member's wages shall be supplemented by payment of an additional hourly wage of $3.40 per hour. The process by which a member becomes an authorized Paramedic and the number/make-up of Paramedics shall be codified in Fire Department SOP for the term of the MOU.

   3. Paramedic Preceptor: When a member is qualified and is performing the duties of a Paramedic Preceptor, the member's wages shall be supplemented by payment of an additional hourly wage of $1.40 per hour. Specialty pay for Paramedic Preceptors is only applied when actively performing the duties.

   4. Bilingual Pay: Members who are required to speak, interpret, read and write in a language other than English including American Sign Language (ASL) and pass the examination will receive $0.95 per hour added to their regular rate of pay and members who are required to speak and interpret in a language other than English including American Sign Language (ASL) and pass the examination will receive $0.55 per hour added to their regular rate of pay.

   5. Special Assignments Unit (SAU) Paramedic: Members who have been selected, in coordination with the Goodyear Police Department, to fill the role of SAU paramedic will have their wages supplemented by payment of an additionally hourly wage of $2.04 per hour.

Specialty Pay

Specialty Pay	56-hour Schedule	40-hour Schedule
Paramedic	$3.40/hr	$4.99/hr
HazMat	$1.40/hr	$2.06/hr
SAU Paramedic	$2.04/hr	$3.00/hr
Preceptor	$1.40/hr	$2.06/hr

Section 7-11. Assignment Pay

A. Members approved for Assignment Pay will receive a five percent (5%) increase to their regular rate of pay for their first assignment for the period the member is performing the special assignment. Members approved for a second and concurrent assignment will receive an additional 2.5% (total of 7.5%). Members serve in special assignments at the discretion of the Fire chief and the removal of a member from a special assignment is not an adverse employment decision that is subject to grievance and/or appeal. Furthermore, the removal, does not qualify as a punitive disciplinary outcome as defined in Article 2, Section 2-2, Item G of this MOU. The process for qualifying for and maintaining the following assignments will be identified in Fire Department SOP. The maximum amount of assignment pay is 7.5% regardless of the number of assignments. These assignments will receive assignment pay:

1. Fire Investigators
2. Threat Liaison Officers (TLO)
3. HAZMAT Program Manager
4. EMS Program Manager
5. Battalion Safety Officer (BSO) (maximum 6)
6. Wildland Program Manager

B. Day Assignments. Any members that transition from a 56-hour schedule to a 40-hour schedule for the purposes of fulfilling the positions and training listed below will receive a 7.5% pay adjustment. Other unanticipated positions that would otherwise qualify may be approved for the pay adjustment by the fire chief. The pay assignments include, but are not limited to:

1. Emergency Medical Services Captain (EMS)
2. Training Captain
3. Health & Safety Officer (HSO)
4. Community Response Firefighter(s)
5. Recruit Training Officer(s)
6. Recruit Mentor(s)
7. Public Information Officer (PIO)
8. Paramedic Student
9. Hazmat Student

Section 7-12. Standby Pay

A. When members are scheduled for Standby and expected to abide by Standby rules as defined by City Policy, they will receive Standby Pay of $3.00 per hour in FY2026 and $4.00 in FY2027.

1. Members will receive twenty-four (24) hours of Standby Pay for their bid, scheduled mandatory overtime assignments, until called back. Upon call back, hours worked will apply.

B. Assignment Pay is not in lieu of Standby Pay.

Article 8: Hours of Work / Working Conditions

Section 8-1. Hours of Work

A. The daily work hours and weekly shift schedule of members will be determined by the Fire chief and will comprise work shifts of 48/96. This will not be a guarantee of any minimum number of hours.

B. Should the Department discontinue shifts of 48/96 on a member wide basis, the Union and the effected members will be given sixty (60) calendar days written notice prior to taking such action and after the Department has demonstrated to the Union a business related need to eliminate shifts of 48/96 on a member wide basis. The Fire chief shall retain the final authority regarding changes to shift schedules.

Section 8-2. Alternative Work Schedule

A. It is the understanding of both the City Manager and members that due to the duties and responsibilities of sworn positions that the need for emergency services in which traditional work schedules and hours may not apply.

B. The work hours and schedule of members assigned to forty (40) hour assignments and all other members assigned to alternative/specialty assignments shall be at the discretion of the Fire chief or designee.

Article 9: Alcohol and Drug Testing

A. Union members are subject to post accident testing only by reasonable cause due to signs or symptoms of impairment. Any signs of impairment will be observed and determined by a drug recognition expert on the scene of the accident. Other drug and alcohol testing will be done in compliance with the Reasonable Suspicion Testing process in Goodyear Administrative Guideline #1020.

Article 10: Benefits

Section 10-1. Bereavement Leave[2]

A. A member may be authorized to use up to two (2) days (not to exceed 48 hours) of City-paid funeral leave per occurrence to attend the funeral of an immediate family member. Two (2) additional days (not to exceed 48 hours) will be given for funerals requiring out of state travel. The definition of immediate family members is contained in City Administrative Guideline #10.

B. A member may be authorized to use up to one (1) day (not to exceed 24 hours) of City paid funeral leave per occurrence to attend the funeral of any member of the members extended family. This day may only be utilized on the date of burial or memorial service. If additional time is needed, vacation leave may be used to extend funeral leave.

Section 10-2. Sick Leave Payout upon Separation

A. Members with a minimum of five (5) years of continuous service with the City and who voluntarily separate employment shall be compensated in cash at their regular rate of pay for accrued sick leave up to a maximum of 240-hours (336 hours for fifty-six (56) hour sworn members) upon separation.

B. Members with a minimum of ten (10) years of continuous service with the City shall be compensated for accrued sick time up to a maximum of four hundred-eighty (480) hours of accrued sick leave for forty (40) hour work week members and accrued sick time up to a maximum of six hundred-seventy-two (672) hours for fifty-six (56) hour work week members upon separation. Effective 8/1/25, members will have their hours converted to compensation at their regular rate of pay and contributed to their 401a account at separation. Members. All members who qualify for this benefit, but separate prior to 8/1/25 will be compensated in cash at their regular rate of pay. ~~Members may elect to receive compensation in cash or to defer compensation to the maximum allowable IRS guidelines.~~

Sworn 40-hr	Non-Sworn	Sworn 56
480 hours	480 hours	672 hours

C. Sick Leave Conversion Upon Retirement or Disability Separation

1. Full-time members who officially retire through PSPRS, ASRS or members who separate employment prior to 8/1/25 due to disability retirement will receive the following amount of sick leave balance that is above the noted threshold paid out in a cash at their regular rate of pay. Effective 8/1/25, members will have their hours converted to compensation at their regular rate of pay and contributed to their 401a account at separation. ~~out or deposited in a deferred compensation account up to the maximum IRS allowable amount at the time of termination at the current regular hourly wage amount.~~ Anything in excess of the IRS limit will be cashed out. The following table represents the amount of sick leave that may be converted:

Years of Service	Percent of Sick Leave Balance above hours to be cashed out
8 years	25%
10 years	35%
15 years	50%
20 years	75%

Members who involuntarily separate employment or do not meet these eligibility requirements will not receive any sick cash out above the prescribed rates in Section 10-

2.B.

D. Members who do not meet these eligibility requirements will not receive any sick leave payout at the time of termination, and they forfeit all unused sick time.

Section 10-3. Off-Duty Industrial Injury Appointments

A. Members will be permitted to attend off-duty industrial injury appointments on their days off and will be compensated for a maximum of two (2) hours per visit. These hours do not count as hours worked for the purposes of calculating overtime.

Section 10-4. Uniform Allowance

A. Members will be paid a uniform allowance of $370, four (4) times a year.
   1. Uniform allowance is for Class A, B, and C uniform items as defined in the Goodyear Fire Department uniform policy.
   2. The Uniform Allowance is also intended for any equipment or maintenance of equipment beyond department issued PPE and used to maintain a continuity of service.

B. All newly sworn Goodyear Firefighters will receive a start up allowance in the amount of $1,000. All non-sworn new employees will receive a start up allowance in the amount of $500.

Section 10-5. Mileage Reimbursement

A. Members that are assigned for movement from station to station, or from any other designated workplace to another within their shift will be reimbursed or compensated for the mileage if their personal vehicle is used. The current GSA mileage rate will be applied.

B. Members attending and using their personal vehicles for approved training, conferences, or specialty schools outside of the city limits will be reimbursed at the current GSA mileage rate. Mileage will be determined based upon Goodyear City Hall as the starting point.

Section 10-6. Productivity Enhancement Pay

A. This provision shall supersede Goodyear Administrative Policy #200 regarding longevity pay for members subject to this MOU for the term of this agreement.

B. The completed years of service will be measured as of December 1st. However, the OT calculation will be calculated beginning on November 1 and ending on October 31. Productivity Enhancement Pay will be paid annually on the first pay date in December.

C. Productivity Enhancement Pay will be calculated at a rate of 2.5% of base pay for 1 through 9 years of completed years of full-time service with the City of Goodyear, and at 5% of base pay for 10 years of completed years of full-time service and beyond. (see Appendix C – Sworn; Appendix D –Non-Sworn).

D. A member MUST be actively employed at the time Productivity Enhancement checks are issued to be eligible. Payment of Productivity Enhancement pay is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes. ~~Members may elect to defer Productivity Enhancement pay to their 457 accounts to the IRS allowable maximum.~~

~~**Section 10-7. Vacation Cash-in**~~

A. ~~Members shall be allowed to cash in up to fifty-six (56) hours of accrued vacation leave, one time a year as determined by the City, as long as they maintain a vacation balance of seventy-two (72) hours after the vacation leave is paid out and have taken at least forty-eight (48) hours of vacation leave between November 1 of the preceding calendar year and October 31 of the current calendar year. Payment of vacation cash-in is considered supplemental wages and is subject to IRS Guidelines requiring a tax withholding in addition to all other applicable taxes. Members may elect to defer vacation pay to their 401a accounts to the IRS allowable maximum.~~

~~*Note** Vacation cash-in pension eligibility is determined by PSPRS Guidelines.*~~

Section 10-8. Vacation and Sick Accrual

Years of Service	Accrual Rate	
	Non-Sworn and Sworn on a 56-hour Schedule	Sworn and Non-Sworn on 40-hr Schedule
0 < 5	6.65	4.75
5 < 10	7.92	5.6571
10 < 15	9.12	6.5143
15 < 21	10.38	7.4143
21+	10.81	7.7214

A. Sick leave accrual for 56-hour personnel will be 6.06 hours per pay period. 40-hour personnel will accrue 3.70 hours per pay period.

B. Members who exceed the annual vacation carryover cap of 456 hours will automatically have their excess hours contributed to the 401a account at their regular rate of pay.~~Members who exceed the maximum carryover of 456 hours can elect to defer payment to their 401a accounts to the IRS allowable maximum.~~

C. First year members will have their vacation and sick time accruals loaded in their Vacation and Sick Pay Banks at the 56-hour accrual rate during the first pay period and will be available for use immediately.
    a. There will not be any subsequent accruals during the first year of service.
    b. Lateral Firefighters will accrue and have their vacation front loaded based on their qualified years of service.

D. Any member covered under the MOU who is hired into a full-time 40-hour position will be front-loaded at the 40-hour accrual rate.

E. If a new employee leaves within the first year where vacation or sick pay has been front-loaded, the bank balance will not be paid out to the employee.
    a. Exception: Vacation payout will be based solely on months of service minus time used.

F. Starting on year two, vacation and sick time accruals will accumulate on a per pay period basis and will be available to use at the start of the following pay period.

Section 10-9. Vacation Allotment (Sworn & Non-Sworn)

The vacation slots available per day will be determined by an annual assessment conducted in August of the year preceding the next calendar year. This assessment will be a calculation of all members of the organization, new authorized FTE's and a determination of the vacation accrual per pay period for each member towards a subtotal. That subtotal number will then be multiplied by 26, a representation of the total pay periods in the year for a total accrual number. The total accrual number will be measured against the total number hours of vacation currently available in a calendar year. When the total accrual number reaches 80.0% of the vacation hours available in the calendar year then the vacation slots will increase by one allotment per day, until the threshold is below 80%. The current agreed upon allotment is four (4) persons off per shift day.

Section 10-10. Compensatory Time Cash-In

A. Members can cash in their compensatory time at any time at their regular rate of pay. Cash-in may be requested during the submission of bi-weekly timesheets.

   1. All members will cash in their compensatory time at their regular rate of pay.

Section 10-11. Compensatory Time Bank

A. Compensatory time is earned at a rate of one and one-half (1.5) hours for every one (1) hour worked except when employees who are working a 56-hour schedule work at the 40-hour rate (i.e., Training Instructor, Special Events, etc). In that case, it will be earned at 2.2 hours for every one hour worked (3054 ÷ 2080 calculation). Compensatory time can be banked up to two-hundred-forty (240) hours.

Section 10-12. Education Incentive

A. Members receiving their degrees will receive a one-time payment per degree completed.

   1. Associates - $200
   2. Bachelors - $400
   3. Masters - $600

Section 10-13. Leave Accrual Banks

A. Vacation and Sick Leave accrual banks and rates will be converted when a member changes between forty (40) hour and fifty-six (56) hour schedules and vice versa.

Section 10-14. Deferred Retirement Option Plan (DROP) Alternative Contribution

A. Members that are Tier 1 members of the PSPRS, who enter the Deferred Retirement Option Plan (DROP), will be eligible for an additional benefit. Upon the members acceptance by the local board and PSPRS to the DROP program, the City will contribute seven and one-half percent (7.5%) per pay period to the member's 401a account not to exceed the statutory limits of the plan set forth each year by the IRS. Contributions made as required by this MOU are subject to the normal distribution requirements of the plan. The contributions made into

the plan are ~~contributed tax deferred until distribution of the funds occurs~~ considered a non-elective employer contribution. Upon distribution the funds become taxable to the member. If for any reason a member terminates participation in DROP, this benefit shall cease.

Article 11: Post-Retirement Health Savings Trust Fund

A. To the extent the Union establishes the United Goodyear Fire Fighters Post-Retirement Health Savings Trust Fund, an Internal Revenue Code Section 501(c)(9) voluntary member beneficiary association (the "Trust"), for the purpose of providing retiree health care benefits and other benefits as the Trustees of the Trust may determine.

B. The Trust shall be managed and administered by a Board of Trustees appointed by the Union.

C. Each member will contribute $15.00 per pay period into the Trust for the purpose of providing a monthly stipend for retirees to apply to the cost of their health insurance premiums and related expenses upon retirement. Members covered by the MOU are required to participate in the Trust.

    1. The Union President has the ability to increase or decrease the amount of this deduction one (1) time each year for the members of the bargaining unit.

D. Eligible member contributions are mandatory and therefore shall be deducted from payroll by the City on a pre-tax basis or as otherwise regulated by IRS rules and remitted to the Trust on a bi-weekly basis.

E. The city will make a contribution of $35.00 per member per pay period into the Trust as a benefit of employment; $15.00 of the contribution is a matching contribution.

Article 12: Shift Trade SOP

Members will be granted the opportunity to exchange shifts. Shift exchanges shall not qualify a member for overtime. All shift exchanges shall be in conformance with Fire Department's Shift Trade SOP 105.013. Shift members executing a trade will only fill the roles of the member they are trading with.

Article 13: Savings Clause

A. This MOU constitutes the entire agreement of the City and IAFF Local 4005, arrived at as the result of meeting and conferring. This MOU shall supersede all previous agreements, understandings, and prior practices related to matters included within this MOU.

B. The parties acknowledge that during the meet and confer process which resulted in this MOU, each had the opportunity to make proposals with respect to any subject or matter not removed by law as a subject matter of the meet and confer process, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this MOU.

C. All provisions of this MOU and all terms used herein shall be interpreted in such a manner as to be consistent in all cases with the Ordinance. In the event of any inconsistent provision or use of a term, the Ordinance shall take precedent.

D. If any provision of this MOU is held to be contrary to law by a court of competent jurisdiction or government agency having authority over the provisions, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this MOU will continue in full force and effect. The parties will meet within 60 days after a request by the City or the Union to discuss the invalidated provision.

Term of Memorandum

A. This Memorandum shall remain in full force and effect beginning July 1, 2025 through June 30, 2027.

IN WITNESS WHEREOF, the parties have set their hand this_____day of_____2025.

CITY OF GOODYEAR By:	UNITED GOODYEAR FIREFIGHTERS LOCAL 4005 By:
Wynette Reed, City Manager	Dan Freiberg Lead Negotiator
Roric Massey, City Attorney	Orion Godfrey Representative
Vicki Lackey, Deputy Human Resources Director Lead Negotiator	Neil Roberts Representative
Justin Fair, Deputy City Manager Negotiation Team Member	John Boyce Representative
Ed Pahl, Deputy Fire chief Negotiation Team Member	Marc Holstein Representative
Sabrina Dezso, SR HR Business Partner Negotiation Team Member	Jacob Casillas Representative
ATTEST: _____ Jasmine Pernicano, Acting City Clerk	Brad Duell Representative
	Michael Gugel Representative

APPENDIX A
Wage Tables Sworn - FY2026 and FY2027

Year 1: Effective June 22, 2025 (Munis to generate)

Sworn Fire **Steps**

POSITION	GRADE	SCHED	1	2	3	4	5	6	7
Fire Recruit	761	DAYS	29.5507						
Firefighter/EMT	762	SHIFT	21.1768	22.2480	23.3707	24.5758	25.8118	27.1199	28.4692
Firefighter/EMT	770	DAYS	31.0932	32.6661	34.3145	36.0839	37.8987	39.8193	41.8005
Fire Engineer/EMT	763	SHIFT	31.4459	33.0527					
Fire Engineer/EMT	771	DAYS	46.1710	48.5303					
Fire Captain/EMT	764	SHIFT	36.4723	38.3263					
Fire Captain/EMT	772	DAYS	53.5512	56.2733					

3% market adjustment applied. Engineer and Captain - removed step 1

Day rate is based on 3054 hours. The day rate calculation is: Shift hourly wage X 3054 ÷ 2080

Lateral Firefighters will be given 1 year credit for every 1 full year of service for pay, vacation accruals, and promotional exams.

Entry level lateral hires hired in the first pay period including July 1 - December 31, will be hired at step 2 in the Firefighter range.

New Recruits who graduate the academy in the first pay period including July 1 - December 31, will be brought in at step 2 in the Firefighter range.

Year 2: Effective June 21, 2026 (Munis to generate)

Sworn Fire **Steps**

POSITION	GRADE	SCHED	1	2	3	4	5	6	7
Fire Recruit	761	DAYS	30.58						
Firefighter/EMT	762	SHIFT	21.9180	23.0267	24.1887	25.4360	26.7152	28.0691	29.4656
Firefighter/EMT	770	DAYS	32.1815	33.8094	35.5155	37.3468	39.2251	41.2130	43.2635
Fire Engineer/EMT	763	SHIFT	32.5465	34.2095					
Fire Engineer/EMT	771	DAYS	47.7870	50.2288					
Fire Captain/EMT	764	SHIFT	37.7488	39.6677					
Fire Captain/EMT	772	DAYS	55.4254	58.2429					

3.5% market adjustment applied.

Day rate is based on 3054 hours. The day rate calculation is: Staff hourly wage X 3054 ÷ 2080

APPENDIX B
Wage Tables Non-Sworn - FY2026 and FY2027

Year 1: Effective June 22, 2025

Non-sworn Fire **Steps**

POSITION	GRADE	SCHED	1	2	3	4	5	6
Emergency Paramedic	794	SHIFT	21.5167	22.5879	23.7106	24.9054	26.1517	27.4495
Emergency Paramedic	796	DAYS	34.6750	36.4013	38.2105	40.1360	42.1445	44.2359

3% market adjustment applied.

Year 2: Effective June 21, 2026

Non-sworn Fire **Steps**

POSITION	GRADE	SCHED	1	2	3	4	5	6
Emergency Paramedic	794	SHIFT	22.2698	23.3785	24.5405	25.7771	27.0670	28.4102
Emergency Paramedic	796	DAYS	35.8886	37.6753	39.5479	41.5408	43.6195	45.7842

3.5% market adjustment applied.

Day rate is calculated as follows:

Take the shift rate x 2080 hours plus the scheduled overtime hours of 848 x 1.5 of shift rate to get an annual salary, then divide it by 2080.

Example:

= ($18.5915 x 2080) = $38,670.32

= ($18.5915 x 1.5) = $27.8873 x 848 = $23,648.4304

= $38,670.32 + $23,648.4304 = $62,318.7504

= 62,318.7504 / 2080 = **$29.9609**

Maximum scheduled annual hours is **2928** (2080 + 848)

APPENDIX C
Productivity Enhancement Pay Schedule Sworn Fire MOU - FY26 - FY27

Year 1: Effective December 1, 2025

Sworn Fire less than 10 years completed — **Steps**

POSITION	1	2	3	4	5	6	7
Firefighter/EMT	1,617	1,699	1,785	1,877	1,971	2,071	2,174
Fire Engineer/EMT	2,401	2,524					
Fire Captain/EMT	2,785	2,926					

The calculation for amounts above is: Shift hourly wage X 3054 X 2.5% for members with less than 10 years completed with the City.

Sworn Fire 10 years or more completed — **Steps**

POSITION	1	2	3	4	5	6	7
Firefighter/EMT	3,234	3,398	3,570	3,754	3,942	4,142	4,348
Fire Engineer/EMT	4,802	5,047					
Fire Captain/EMT	5,569	5,852					

The calculation for amounts above is: Shift hourly wage X 3054 X 5.0% for members with 10 or more years completed with the City.

Year 2: Effective December 1, 2026

Sworn Fire less than 10 years completed — **Steps**

POSITION	1	2	3	4	5	6	7
Firefighter/EMT	1,674	1,759	1,847	1,943	2,040	2,144	2,250
Fire Engineer/EMT	2,485	2,612					
Fire Captain/EMT	2,882	3,029					

The calculation for amounts above is: Shift hourly wage X 3054 X 2.5% for members with less than 10 years completed with the City.

Sworn Fire 10 years or more completed — **Steps**

POSITION	1	2	3	4	5	6	7
Firefighter/EMT	3,348	3,518	3,694	3,886	4,080	4,288	4,500
Fire Engineer/EMT	4,970	5,224					
Fire Captain/EMT	5,764	6,057					

The calculation for amounts above is: Shift hourly wage X 3054 X 5.0% for members with 10 or more years completed with the City.

APPENDIX D

Productivity Enhancement Pay Schedule - Non-Sworn Fire MOU FY26-FY27

Year 1: Effective December 1, 2025

Non-sworn Fire less than 10 years completed — **Steps**

POSITION	1	2	3	4	5	6
Emergency Medical Technician	1,420	1,491	1,565	1,643		
Emergency Paramedic	1,643	1,725	1,811	1,902	1,997	2,096

The calculation for amounts above is: Shift hourly wage X 3054 X 2.5% for members with less than 10 years completed with the City.

Non-sworn Fire 10 years or more completed — **Steps**

POSITION	1	2	3	4	5	6
Emergency Medical Technician	2,840	2,982	3,130	3,286		
Emergency Paramedic	3,286	3,450	3,622	3,804	3,994	4,192

The calculation for amounts above is: Shift hourly wage X 3054 X 5.0% for members with 10 or more years completed with the City.

Year 2: Effective December 1, 2026

Non-sworn Fire less than 10 years completed — **Steps**

POSITION	1	2	3	4	5	6
Emergency Medical Technician	1,470	1,543	1,619	1,701		
Emergency Paramedic	1,701	1,785	1,874	1,969	2,067	2,170

The calculation for amounts above is: Shift hourly wage X 3054 X 2.5% for members with less than 10 years completed with the City.

Non-sworn Fire 10 years or more completed — **Steps**

POSITION	1	2	3	4	5	6
Emergency Medical Technician	2,940	3,086	3,238	3,402		
Emergency Paramedic	3,402	3,570	3,748	3,938	4,134	4,340

The calculation for amounts above is: Shift hourly wage X 3054 X 5.0% for members with 10 or more years completed with the City.

ITEM #: 13.
DATE: 06/23/2025
AI #:2673

CITY COUNCIL ACTION REPORT

SUBJECT: REZONE APPROXIMATELY 25 ACRES, KNOWN AS PEBBLECREEK MARKETPLACE, FROM PLANNED AREA DEVELOPMENT (PAD) TO PEBBLECREEK MARKETPLACE 2ND AMENDED PLANNED AREA DEVELOPMENT

STAFF PRESENTER(S): Christian M. Williams, Planning Manager

SUMMARY

This is a public hearing for consideration of the rezoning of approximately 25 acres generally located at the southwest corner of McDowell Road and PebbleCreek Parkway from PebbleCreek Marketplace Planned Area Development to PebbleCreek Marketplace 2nd Amended Planned Area Development (Attachment A).

STRATEGIC PLAN ALIGNMENT

Economic Vitality

SAFE & VIBRANT COMMUNITY

RECOMMENDATION

ADOPT ORDINANCE NO. 2025-1635, CONDITIONALLY REZONING APPROXIMATELY 25 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF MCDOWELL ROAD AND PEBBLECREEK PARKWAY FROM PEBBLECREEK MARKETPLACE FINAL PLANNED AREA DEVELOPMENT (PAD) TO PEBBLECREEK MARKETPLACE 2ND AMENDED PLANNED AREA DEVELOPMENT; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Christian M. Williams, Planning Manager)

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for the construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The 2035 Goodyear General Plan designates the land use for this property as Business and Commerce, which provides growth and development areas for shopping and entertainment.

The current zoning for the property is PebbleCreek Marketplace Final Planned Area Development (PAD), which contains mixed-uses for office and retail-related uses. The underlying zoning district for the PAD is General Commercial (C-2); this PAD was approved in 2014 by the adoption of Ordinance No. 14-1314.

The Planning and Zoning (P&Z) Commission considered this item at its regular meeting on June 11, 2025. The P&Z Commission unanimously voted (4-0) to forward a recommendation of approval to the City Council. There was no public opposition to this item voiced at the meeting.

STAFF ANALYSIS

Current Policy:

A rezoning request requires public review and recommendation by the P&Z Commission and review and approval by the City Council. The proposed rezoning must be in conformance with the General Plan and should not adversely impact the surrounding area.

Details of the Request:

The Property (Attachment B) is currently zoned Planned Area Development (PAD) per the PebbleCreek Marketplace Final PAD, approved by the City in 2014 as Case No. 13-210-00007.

This request is to remove the PebbleCreek Marketplace Comprehensive Sign Package (CSP) from the PAD document so that Council may consider approving the CSP in accordance with conditions found in Article 7 – Sign Regulations of the Goodyear Zoning Ordinance. Narrative is included as Attachment C.

Justification

The applicant would like to remove the PebbleCreek Marketplace CSP from the PebbleCreek Marketplace Final PAD so that any future related CSP amendments do not require a PAD Amendment to amend the CSP. The proposal would consider the CSP a standalone document and therefore would not require modifications to the PAD.

Evaluation Criteria:

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

1. Consistency with the General Plan.

The 2035 Goodyear General Plan designates the land use for this property as Business and Commerce. PebbleCreek Marketplace is currently zoned PAD and approved for mixed-uses for office and retail-related uses, with underlying General Commercial (C-2) commercial development. This request does not make any changes to the previously approved uses. No significant changes have occurred to the existing conditions of the subject property since the original PAD approval.

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

PebbleCreek Marketplace is zoned PAD and already approved for a mixture of uses, including commercial uses. This request does not make any changes to the previously approved use. No significant changes have occurred to the existing conditions of the subject property since the original PAD approval.

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

PebbleCreek Marketplace is zoned PAD and already approved for a mixture of uses, including commercial. This request does not make any changes to the previously approved use, which the City has already deemed to be compatible with the surrounding uses and zoning.

Current and future uses and development of the properties surrounding the subject property include:
North – Palm Valley, Walgreens, AAA Auto Service;
South – The I-10 and Wal-Mart;
East – Goodyear Centerpointe;
West – PebbleCreek Marketplace Mixed Use Phase 2

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

Luke Air Force Base:
The property does not fall within the Luke Air Force Base Accident Potential Zone or the Day and Night Noise Level (DNL). However, the subject property is located within the vicinity of a military airport. Given the non-residential nature of the PAD, there should be no adverse impact to base operations or the subject property. A stipulation of approval from Ordinance No. 2007-1061 requires the property owner to disclose the presence of the base and potential for overflights to any prospective purchaser.

Phoenix-Goodyear Airport:
The subject property is located within the Phoenix-Goodyear Airport Traffic Pattern Airspace. Given the non-residential nature of the PAD, there should be no adverse impact on airport operations or the subject property.

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

There are no changes being proposed by the applicant to the types of uses permitted in the proposed zoning district already approved in 2014 by the adoption of Ordinance No. 14-1314.

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

School Districts:
The subject property is located within the Avondale Elementary School District and the Agua Fria Union High School District.

Fire Response:
Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		2nd Nearest Goodyear Fire Station	Shortest path	
	Mins	Miles		Mins	Miles
Fire Station #185	3.6	1.8	Fire Station #181	4.8	2.4

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

Streets/Transportation:
The subject property is bounded by McDowell Road, PebbleCreek Parkway, and I-10. All three roadways are improved in this area.

Water/Wastewater:
The City of Goodyear will provide water and wastewater services to the subject property.

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

The Property abuts existing public services. It is located along major arterial roadways with the necessary capacity.

8. General public concerns.

Public Participation and P&Z Commission Meeting:
An alternative notification process was used for this rezoning. A formal citizen review meeting was not held, but a notice providing information on the rezone was mailed to 63 owners of property within 500 feet of the subject property and other stakeholders on May 03, 2025. There was no objection to the rezone received.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the P&Z Commission on June 11, 2025, appeared in the Arizona Republic Southwest Valley Edition May 23, 2025; postcards were mailed to adjoining owners on May 16, 2025; and signs were updated on the site to advertise the public hearing on May 19, 2025.

The P&Z Commission heard this item at their regular meeting held on June 11, 2025. After the

staff presentation, the P&Z Commission inquired about whether users within the Pebble Creek Marketplace Mixed Use Phase 2 PAD area would need to update their signage to meet the standards of the existing PebbleCreek Marketplace CSP. Staff confirmed that existing signage would not need to be updated for these users, but that future related sign permit requests would need to adhere to the design standards in the PebbleCreek Marketplace CSP, if approved. The P&Z Commission also asked what the first and second amendments to the PebbleCreek Marketplace CSP consisted of. The applicant representative was able to confirm that the first CSP amendment was to grant permission to construct the freeway pylon sign within the bounds of the PebbleCreek Marketplace CSP.

The Second Amendment was to identify the site locations for the two multi-tenant monument signs that had previously been approved. Additionally, the P&Z Commission asked whether there would be a precedent set if the rezone request to remove the PebbleCreek Marketplace CSP from the PebbleCreek Marketplace PAD were approved. Staff clarified that it is no longer standard practice to codify CSPs within PAD documents, due to the cumbersome process needed if minor changes need to be made to the CSP. Rather, CSPs are currently approved as standalone documents that would follow the requirements set forth in Article 7 - Sign Regulations of the Goodyear Zoning Ordinance. Staff also clarified that if older PADs still exist with a CSP codified in its zoning, the rezone process to amend or remove the CSP would need to take place if changes are being requested by an applicant. After closing the public hearing, the P&Z Commission discussed the item. The P&Z Commission expressed this request would make the process of future CSP amendments for this site much clearer and easier moving forward, and that this request would provide continuity with the two adjacent properties having the same CSP standards.

The P&Z Commission voted (4-0) to forward a recommendation of approval to the City Council.

9. Whether the amendment promotes orderly growth and development.

This property is already zoned and entitled and was determined to promote orderly growth and development.

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

As outlined herein, staff finds the proposed rezone request to further the vision of the City of Goodyear and to be in compliance with the General Plan’s fundamental strategies, goals and policies, and does not alter the existing character of the area or diminish the environmental quality of the air, water, land, or cultural resources. Ordinance No. 2025-1635 which upon approval by the Mayor and City Council would make the rezone proposal effective, as directed by law, is included as Attachment A.

Attachments

Attachment A - Ordinance No. 2025-1635 with Exhibits

Attachment B - Aerial Photo

Attachment C - Narrative

Staff Presentation

ORDINANCE NO. 2025-1635

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 25 ACRES OF PROPERTY LOCATED AT THE SOUTHWEST CORNER OF MCDOWELL ROAD AND PEBBLECREEK PARKWAY FROM PEBBLECREEK MARKETPLACE FINAL PLANNED AREA DEVELOPMENT (PAD) TO PEBBLECREEK MARKETPLACE 2ND AMENDED PLANNED AREA DEVELOPMENT; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, the development currently known as Pebble Creek Marketplace, which consists of approximately 25 acres generally located at the southwest corner of McDowell Road and PebbleCreek Parkway will be a regional commercial development; and

WHEREAS, on March 26, 2007, the City Council conditionally rezoned Pebble Creek Marketplace, (then known as Pebble Creek Village Marketplace) to the PebbleCreek Village Marketplace Final PAD with the adoption of Ordinance 2007-1061; which included a Comprehensive Sign Program dated February 22, 2007; and

WHEREAS, on November 17, 2014, the City Council conditionally rezoned Pebble Creek Marketplace to Pebble Creek Marketplace Final PAD with the adoption of Ordinance 14-1314; and

WHEREAS, pursuant to Ordinance 14-1314, Pebble Creek Marketplace was to be developed consistent with the Pebble Creek Marketplace Final PAD dated October 9, 2014, which included a Comprehensive Sign Program dated March 25, 2014; and

WHEREAS, the Comprehensive Sign Program dated March 25, 2014 included in the Pebble Creek Marketplace Final PAD dated October 9, 2014 allows for one freeway pylon up to sixty-three feet and four inches (63’4”) tall and it allows for three free-standing multi-tenant monument signs, two of which were to be located adjacent to driveways into the property off of McDowell Road and one that was to be located adjacent to a drive way into the property off of Pebble Creek Parkway; and,

WHEREAS, the applicant requested to modify the PebbleCreek Marketplace Final PAD dated October 9, 2014 with the adoption of Ordinance No. 14-1314 to replace the Comprehensive Sign Program dated March 25, 2014 included within the PebbleCreek Marketplace Final PAD dated October 9, 2014 with the Comprehensive Sign Package for Pebblecreek Marketplace dated June 13, 2019; and,

WHEREAS, the Comprehensive Sign Package for PebbleCreek Marketplace dated June 13, 2019; reduced the height of the one freeway pylon sign allowed from sixty-three feet and four inches (63’4”) to fifty-eight feet (58’) and allowed one of the two free-standing multi-tenant monument signs that was to be located from driveways into the property off of McDowell Road to a driveway location into the property off of PebbleCreek Parkway, which resulted in one free-standing multi-tenant monument sign off of McDowell Road and two off of Pebble Creek Parkway; and,

WHEREAS, the PebbleCreek Marketplace has grown to the west to include an additional 30 acres to the west which was rezoned to a mixed-use PAD with the adoption of Ordinance No. 2018-1403, “the PebbleCreek Marketplace Mixed Use PAD”; and,

WHEREAS, the PebbleCreek Marketplace Comprehensive Sign Program is a part of the PebbleCreek Marketplace PAD; and,

WHEREAS, in order to add the PebbleCreek Marketplace Mixed Use PAD acreage to the PebbleCreek Marketplace Comprehensive Sign Program, a PAD Amendment is required; and,

WHEREAS, in order to prevent future PAD Amendments to modify the PebbleCreek Marketplace Comprehensive Sign Program, the Comprehensive Sign Program will be removed from the PebbleCreek Marketplace Final PAD and approved as a stand-alone Comprehensive Sign Package; and,

WHEREAS, in accordance with the city’s Citizen Review Process, an alternative citizen review was sent to property owners on May 03, 2025. Notice providing information on the request and meeting details was mailed to surrounding property owners within five hundred feet (500’) of the subject property. There was no opposition to the request received; and,

WHEREAS, a request to rezone property requires public review and approval by the Planning and Zoning Commission and the City Council through the public hearing process. The rezoning must be in conformance with the General Plan and should not adversely impact the surrounding area as outlined in the Zoning Ordinance; and,

WHEREAS, staff has determined that the proposed rezoning request is in conformance with the General Plan and will not adversely impact the surrounding area; and,

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on June 11, 2025 appeared in the Arizona Republic West Valley edition on May 23, 2025; post cards were mailed to the adjoining owners on May 16, 2025; and signs were updated on this site to advertise the public hearing on May 19, 2025; and,

WHEREAS, a public hearing was held before the Planning and Zoning Commission on June 11, 2025, to consider this rezoning, and the Commission voted (4-0) to recommend approval of the rezoning subject to the stipulations that have been presented; and,

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on June 23, 2025, appeared in the Arizona Republic West Valley Edition May 23, 2025; postcards were mailed to adjoining owners on May 16, 2025; and a sign was posted on the site on May 19, 2025; and,

WHEREAS, based on the foregoing Recitals and the other information presented, the Mayor and Council of the city of Goodyear, Arizona find the adoption of this ordinance to be in the best interests of the public health, safety, and welfare.

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

SECTION 1. ADOPTION OF FINDINGS

The above recitals set forth above are true and correct and incorporated herein by this reference as if fully set forth herein.

SECTION 2. DECLARATION OF PUBLIC RECORDS

That certain document titled “Official Supplementary Zoning Map No. 25-108", a copy of which is attached hereto as Exhibit A, is hereby declared a public record and incorporated herein by this reference.

That certain document titled “Legal Description”, a copy of which is attached hereto as Exhibit B, is hereby declared a public record and incorporated herein by this reference.

That certain document titled “PebbleCreek Marketplace 2nd Amended Planned Area Development” (dated June 2025), a copy of which is attached hereto as Exhibit C, is hereby declared a public record and incorporated herein by this reference.

Either three paper copies or one paper copy and one electronic copy maintained in compliance with section A.R.S 44-7041 of each of the aforementioned documents being declared public records herein are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

SECTION 3. DESCRIPTION OF THE PROPERTY BEING REZONED

This Ordinance No. 2025-1635 applies to approximately 25 acres generally located at the Southwest corner of McDowell Road and PebbleCreek Parkway as legally described in that certain document titled “Legal Description”, attached hereto as Exhibit B (the “Property”) which is declared a public record herein by Section 1 of this Ordinance.

SECTION 4. REZONING

The Property is conditionally rezoned from Planned Area Development (PAD) (PebbleCreek Marketplace) to PAD (PebbleCreek Marketplace 2nd Amended PAD), attached hereto as Exhibit C, which is declared a public record herein by Section 1 of this Ordinance.

SECTION 5. STIPULATIONS

The rezoning of this Property is subject to the following stipulations and conditions of approval:

1. Except as modified by the following stipulations and conditions of approval set forth herein, all development of the Property shall be in compliance with the PebbleCreek Marketplace 2nd Amended Planned

Area Development dated June 2025, (the “PebbleCreek Marketplace 2nd Amended PAD”); and,

2. Development of the subject property shall be in compliance with the stipulations in Ordinance No. 2007-1061, the ordinance that originally approved the Pebble Creek Village Marketplace Final PAD, except for Stipulation Nos. 2, 10 and 11 in said Ordinance which are no longer applicable, and except as modified by the PebbleCreek Marketplace 2nd Amended PAD, herein; and,

3. Any convenience use proposed on the subject property shall require review and approval of a Use Permit; and,

4. As indicated on the Phasing Plan included in the amended and renamed PebbleCreek Marketplace Final PAD dated June 2025, perimeter landscape improvements along McDowell Road and Pebblecreek Parkway, including the corner plaza feature at the street corner, shall be completed with Phase One; and,

5. If the owner fails to comply with any of the stipulations contained in this Ordinance or fails to comply with any other City codes and/or regulations in the development of PebbleCreek Marketplace, then the Development Services Director, or designee, may suspend issuance of building or construction permits within the Property until the owner cures the item in default; and,

6. The owner shall control dust as required by the State, City, and the County Bureau of Air Pollution on temporary access ways and the project site during construction with a dust proof surface; and,

7. The owner shall keep the property weed and debris free during construction; and,

8. The owner is responsible for a proportionate share (50%) of the costs for the traffic signal at McDowell Road and the main entry drive onto McDowell Road. The owner shall pay to the City the proportionate share of the costs to install this signal when warranted or as requested by the City Engineer or designee; and,

9. The Property is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at or taking off from Luke Air Force Base and or the Phoenix-Goodyear Airport. The owner shall provide for a waiver agreement for an

initial subsequent purchaser to sign which shall run with the land and include the following statement: "The subject property is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflights and by the operation of aircraft landing at, or taking off from Luke Air Force Base. The Purchaser does release and discharge the City of Goodyear, the owner, and developer from any liability from any claims for future damages and complaints of any kind to persons or property that may arise at any time in the future from the operation of such aircraft near or over the area"; and,

10. The water main along south property line and the internal looped water mains shall be City of Goodyear water lines. All additional water lines within the development shall remain private.

SECTION 6. AMENDMENT OF ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 4 of this Ordinance by the adoption of that certain document titled, “Official Supplementary Zoning Map No. 25-108", attached hereto as Exhibit A, which is declared a public record herein by Section 1 of this Ordinance; and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the city of Goodyear.

SECTION 8. ABRIDGMENT OF OTHER LAWS

Except where expressly provided, nothing contained herein shall be construed to be an abridgement of any other ordinance, regulation, or requirement of the city of Goodyear.

SECTION 9. CORRECTIONS

The Zoning Administrator, City Clerk, and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance, including, but not limited to, the correction of scrivener’s/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 10. SEVERABILITY

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions of the ordinance or parts thereof.

SECTION 11. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law. The provisions of the city of Goodyear Zoning Ordinance being amended by this Ordinance shall remain in full force and effect until the effective date of this Ordinance.

SECTION 12. PENALTIES

Any person who violates any provision of this Ordinance shall be subject to penalties set forth in Section 1-2-3 of the city of Goodyear Zoning Ordinance as it may be amended from time to time and which currently provides:

Section 1-2-3 Violations and Penalties

A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, building, structure, sign, landscaped area, parking lot or fence, or to permit the use of any lot or land contrary to, or in violation of any provisions of this Ordinance, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land use that is specifically prohibited by this Ordinance or is unspecified and not classified by the Zoning Administrator is prohibited in any district.

B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (Person). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.

C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.

D. Penalty. Any Person who violates any of the provisions of this Ordinance and any amendments there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:

1. Subject to civil sanctions of not less than one hundred dollars ($100) nor more than one thousand dollars ($1,000) per offense; or

2. Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars ($2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the city of Goodyear Municipal Court for violations hereunder.

SECTION 13. RECORDATION

This Ordinance shall be recorded with the Maricopa County Recorder's Office.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 23rd day of June, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 25-108

AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO._____, PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____, 2025.

_____

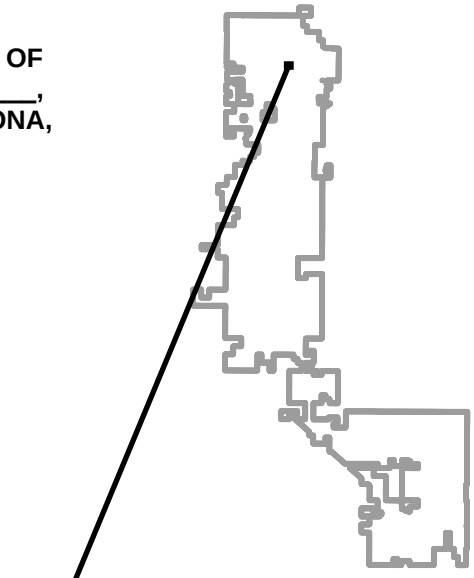
MAYOR

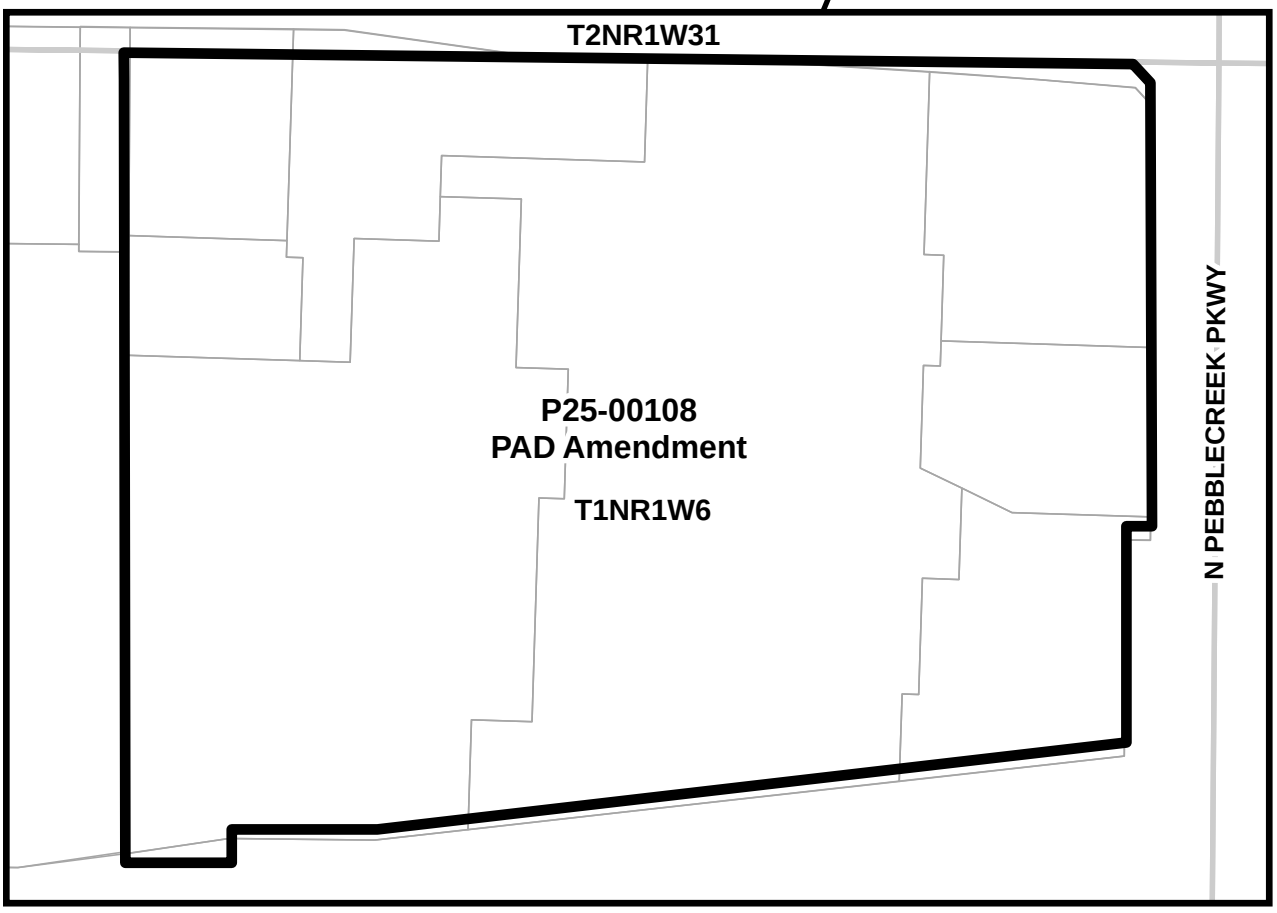
_____

CITY CLERK

SUBJECT PROPERTY:

A portion of the Northwest Quarter Section 32, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.





SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT		DATE:
A	REZONE FROM PAD TO PAD AMENDMENT P25-00108	May 2025

EXHIBIT B – LEGAL DESCRIPTION

That portion of Lot 1, Section 6, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 6;

THENCE North 89 degrees 54 minutes 55 seconds West along the North line of said Section 6, a distance of 1309.08 feet to the Northwest corner of said Lot 1;

THENCE South 01 degrees 14 minutes 03 seconds East along the West line of said Lot 1, a distance of 33.00 feet to a point on the South right of way line of McDowell Road, described in Document No. 2003-1673883 and the TRUE POINT OF BEGINNING;

THENCE-South 89 degrees 54 minutes 55 seconds East along the South right of way line of McDowell Road, a distance of 1213.49 feet;

THENCE South 43 degrees 51 minutes 22 seconds East, a distance of 30.53 feet to a point on the West right of way line of Pebble Creek Parkway, described in Document No. 2003-1673883;

THENCE South 01 degrees 21 minutes 35 seconds East along the West right of way line of Pebble Creek Parkway, a distance of 520.90 feet to a point on the North right of way of Interstate 10, described in Docket 13160, page 99;

THENCE South 88 degrees 51 minutes 59 seconds West along the North right of way line of Interstate 10, a distance of 30.48 feet;

THENCE South 01 degrees 08 minutes 02 seconds East along the North right of way line of Interstate 10, a distance of 260.00 feet;

THENCE South 81 degrees 52 minutes 58 seconds West along the North right of way line of Interstate 10, a distance of 907.04 feet;

THENCE South 88 degrees 47 minutes 37 seconds West along the North right of way line of Interstate 10, a distance of 175.07 feet;

THENCE South 01 degrees 09 minutes 49 seconds East along the North right of way line of Interstate 10, a distance of 40.03 feet;

THENCE South 88 degrees 56 minutes 30 seconds West along the North right of way line of Interstate 10, a distance of 128.42 feet to a point on the West line of said Lot 1;

THENCE North 01 degrees 14 minutes 03 seconds West along the West line of said Lot 1, a distance of 979.50 feet to the TRUE POINT OF BEGINNING.

PEBBLE CREEK MARKETPLACE
2nd Amended
PLANNED AREA DEVELOPMENT (PAD)

June 2025

PEBBLE CREEK



MARKETPLACE

DEVELOPMENT GUIDELINES SHEET INDEX:

Cover Sheet
Sheet Index

Preface:

I. Introduction
II. Design Review and Approval Procedures
III.Site Development Standards
IV.Architectural Design Standards
V. Landscape Standards

Site Plan Concept Exhibits:

Site Aerial Map
Master Site Plan Concept
Master Parking Plan
Phasing Site Plan
Corner Feature Rendering
Usable Pedestrian Open Space Plan
Fire Lane Plan

Landscape Concept Exhibits:

Master Landscape Plan
Compliance with City Center Gateway Overlay District

Site Features Exhibit:

Screen wall

Elevations and Color Palette Exhibits:

Anchor Tenant Elevations
Secondary Anchor Tenant Elevations
PAD Conceptual Elevations
Shops Conceptual Elevations
Anchor Tenant Color Palette
Secondary Anchor Tenant Color Palette
Color Palette 'A'
Color Palette 'B'
Color Palette 'C'
Color Palette 'D'
Color Palette 'E'

Preface

Introduction
Design Review and Approval Procedures
- A. Submittal Requirements
- B. Submittal to City of Goodyear

Site Development Standards
- A. Site Uses
- B. Site Grading and Drainage
- C. Landscaping
- D. Driveways
- E. Building Form and Design
- F. Setbacks
- G. Parking Guidelines
- H. Loading Areas
- I. Refuse Collection Areas
- J. Site Lighting
- K. Screen Walls
- L. Construction Phase

Architectural Design Standards
- A. Approved Materials
- B. Prohibited Materials
- C. Colors

Landscape Standards
- A. Entrance Landscaping
- B. Perimeter Landscaping
- C. Parking Lot Landscaping
- D. Plant Selection Guide
- E. Decomposed Granite

Introduction

In 2006 a PAD was submitted and approved for the Pebble Creek Marketplace but never came to fruition. Pebble Creek Marketplace proposes an amendment to the previously approved PAD to develop approximately 25 +/- acres of currently undeveloped land on the southwest corner of Pebble Creek Parkway and W. McDowell Road located in Goodyear, Arizona (Maricopa Co.). Pebble Creek Marketplace will consist of two major anchors and six smaller pads to wrap the perimeter of the development. Special attention has been given to the interior vehicular and pedestrian circulation, providing ease of access from Pebble Creek Parkway and McDowell Road while buffering pedestrian circulation within landscape areas per the site plan exhibit attached within this booklet.

The proposed Pebble Creek Marketplace development is consistent with the nearby existing developments in the city center gateway overlay district. Developments surrounding the property consist of residential/commercial to the north, "Goodyear Centerpointe" retail development to the east and Papago (Interstate 10) freeway to the south and currently undeveloped land to the west. The underlying zoning district for the Pebble Creek Marketplace PAD is General Commercial (C-2).

Pebble Creek Marketplace's team has taken special consideration to design the plans according to the city of Goodyear's design standards. Through the use of common architecture, landscaping palette and common signage, Pebble Creek Marketplace will create unity without eliminating the individual styles of retailers. With the use of a common landscape palette, the development will transition nicely with the adjacent "Goodyear Centerpointe" development to the east and Walgreens to the north.

The proposed building materials for Pebble Creek Marketplace will be a combination of concrete tilt-up, block, brick, stone and stucco. An earth tone color palette will be utilized as an accent to enhance building features. Parapet walls shall have varying heights so as to soften the massing of each building and at the same time offer an interesting variety of design elements. Decorative hardscape areas have been designed to enhance the pedestrian experience. All of the design features mentioned above work together to produce a design that addresses the Design Guidelines of the city of Goodyear. The end result in providing a uniform design standard will create unity throughout the site without limiting the individual tenant styles.

The Declaration and the Guidelines of Pebble Creek Marketplace are to protect each Pebble Creek Marketplace parcel owner and/or tenant against undesirable or improper uses and incompatible or substandard design. It will be assumed that Owner/Occupants will be motivated to preserve the positive qualities of Marketplace through mutual cooperation and by observing both the intent and the spirit of the Guidelines.

Design Review and Approval Procedures

Each owner/Tenant shall provide the following to WM Grace Development for review and approval, prior to any formal submittals to the City of Goodyear:

A. Submittal Requirements: (2 Sets)

Conceptual Site Plan (24x36)
Conceptual Elevations (24x36)

2D Rendered Elevations (8 1/2x11)
Color Materials Board (8 1/2x11)
Conceptual Landscape Plan (24x36)
Proposed Signage Plan (8 1/2x 11)

Applicant shall allow (2) weeks for review and approval and/or comments.

B. **Submittal to City of Goodyear:**
Pre-Application meeting with City of Goodyear Staff.
Approval Letter from committee/ developer prior to submitting for design review/ site plan review with the City of Goodyear.

Site Development Standards

A. Site uses

Pebble Creek Marketplace has been master designed as a mixed use project for office, retail and retail-related businesses. The land uses within Marketplace have been carefully planned to relate to each other as well as adjacent land uses, while providing maximum flexibility to a variety of tenants/ occupants.

All improvements on individual sites within Marketplace must comply with the Planned Area Development (PAD) approval stipulations as set forth by the City of Goodyear, City Center Gateway Overlay District Article 9-2, of the city of Goodyear's Engineering Design Standards for public works construction, City of Goodyear Design Guidelines, the Declaration, Guidelines, Project Manual and the soils report prepared for Pebble Creek Marketplace project. The underlying zoning district for the "Pebble Creek Marketplace" PAD is "General Commercial" (C-2).

All business facilities with proposed drive-through, including banks, and all convenience uses will be required to attain a separate use permit and site plan application submittal

B. **Site Grading and Drainage**

Improvements must include site grading and drainage in accordance with the City of Goodyear's Engineering Design Standards and the Marketplace master-planned drainage system and all site development specifications.

C. **Landscaping**

The plant palette has been established to create unity within the Marketplace landscaping. The plant palette was directly derived from the City Center Gateway Overlay District Guidelines Article 9-2 Section E.4.n. Landscaped areas in all improvements must comply with the Planned Area Development (PAD) Approval Stipulations as set forth by City of Goodyear, the City of Goodyear's Engineering Design Standards for public works construction, City Center Gateway Overlay District Article 9-2, the Declaration, Guidelines, Project Manual and the soils report prepared for the Pebble Creek Marketplace Project.

At the northwest corner of the property along McDowell Road where the existing RID canal is located, the following guidelines must be strictly followed. Provide a 16 foot wide drive aisle and an overall canal easement (40 feet to the north and 50 feet to the south of the canal) which cannot incorporate any site improvements inclusive but not limited to, landscape, pavement, sidewalks, screen walls, buildings, etc. and cannot be deviated, however, this area at a minimum will be severed by two inches of decomposed granite.

D. Driveways

All driveways shown on the Master Conceptual Site Plan are existing and have been approved by the developer and the City of Goodyear. Any deviations to said locations must be pre-approved by the Developer and the City of Goodyear.

E. Building Form and Design

The intention of these Guidelines is to create and achieve unity of design and un-matched identity character for Pebble Creek Marketplace by the utilization of a playful/vibrant color and material palette as well as similar massing elements. The Guidelines intent is to provide a framework while providing flexibility to future tenants/occupants utilization of design intent to be consistent and similar to the overall image/design integrity of the anchor and major tenant design theme as depicted in these guidelines. In addition, it is required that all four sides of a building shall receive consistent architectural treatment consists within the city of Goodyear Design Guidelines.

For each planned improvement, the Developer must approve architectural materials and color palette prior to any formal or informal submittal to the City of Goodyear.

1. **The Master-Designed Conceptual Elevations.**
   Building masses are to be similar in form and of similar geometry as depicted in the attached exhibits.
2. **Building Rear and Side Elevations**
   Special attention should be given to the rear and side building elevations that have reverse frontage to McDowell, Pebble Creek and the Interstate. Four-sided "Architecture" shall be implemented consistent with the City of Goodyear Design Guidelines.
3. **Facades**
   Long building walls need to be broken with various massing, parapet stepping, fenestration or similar design elements. Steel awnings or canopies are encouraged to complement overall design theme, providing pedestrian shade amenities as well as providing human scale to buildings.
4. **Roofs and Drainage Equipment**
   All flat roofs must be below parapets and no roof may drain over a wall. Gutters, downspouts and vents should be utilized and painted to match the adjacent surfaces so as not to pronounce their appearance. If gutters, downspouts and vents are utilized as a small design element, their color is to be consistent with the Market Place color palette.
5. **Roof-Mounted Equipment**
   All Roof mounted equipment must be fully screened by parapet walls.

F. Setbacks

Building Setback as depicted on Master Conceptual Site Plan intent is to ensure an attractive streetscape, building and parking areas as depicted per Section E.4.n. of the City Center Gateway Overlay District 9-2. Building setback must comply those shown on the Master Site Plan in this the Planned Area Development (PAD) in conformance with the C-2 General Commercial District and City Center Gateway Overlay District 9-2.

G. Parking Guidelines

1. **General Parking Requirements**

   Each Owner/Tenant shall provide off-street parking that satisfies current City of Goodyear PAD parking standards and guidelines (Section 6 of Goodyear's Zoning Ordinance). Wherever possible, parking should be designed to minimize direct access from the master shopping center's main internal access circulation paths and driveways.

2. **Location of Parking Areas**

   Parking areas shall not be located in one consolidated area of a parcel without utilizing landscape islands. Landscaped areas must comply with City Center Gateway Overlay District 9-2 Section E.1.f.

3. **Size and Construction Standards of Parking Spaces**

   All parking spaces must be a minimum of nine feet wide by twenty feet deep (9'x20'). Driveway parking area landscape islands and other improvements in parking areas must conform to the Property's Declaration and Guidelines as well as the City Center Gateway Overlay District 9-2. All driveways and parking areas must be paved with concrete or asphalt. Except for the edges of walls, and paving adjacent to walls, vertical concrete curbs must be constructed at the edges of all paving.

H. Loading Areas

All loading and unloading in Pebble Creek Marketplace shall be in compliance with Article 6-4 "Off street Loading" section of the Zoning Ordinance. Loading areas are to be designed as integral parts of the facility and maintained in a neat and clean manner so as not to detract from the appearance of the Property. Loading areas to be located in the least visible area of the building. Rear building loading and unloaded is preferred; however, side building loading may be allowed, provided the area is adequately screened with landscape. Rear loading areas shall be screened by a 10' high masonry wall as depicted in this PAD's screen wall exhibit.

I. Refuse Collection Areas

All refuse from any parcel is to be maintained in an approved "dumpster" or "compactor", provided for such parcel by the city of Goodyear or a licensed refuse collection company. All refuse collection areas in Pebble Creek Marketplace must be located where the dumpsters are least visible from the street. All exterior refuse collection areas must be screened by either building walls or a six foot high masonry wall. All dumpster enclosures must be in compliance with Detail G-3162 of the City of Goodyear Engineering Design Guidelines. Said locations of refuse enclosures must allow adequate space for safe ingress and egress of collection trucks.

J. Site Lighting

It is Pebble Creek Marketplace's Guideline to permit light fixtures in a quantity and of types that will provide adequate lighting. As permitted by the regulation of the City of Goodyear. Freestanding light fixtures shall be a maximum height of twenty-five (25') feet.

K. Screen Walls

Screen walls are to be a maximum of three feet six inches (3'-6") in height and shall be utilized to screen parking areas in compliance with the City of Goodyear Design Guidelines. Said screen walls shall be masonry construction and of a color matching the center's approved color palette.

L. Construction Phase

1. Protecting Underground Utilities

The Owner/Tenant is responsible for determining the location of existing underground utilities and for their protection during construction. The Owner/Tenant must contact Blue Stake prior to excavation.

2. Maintaining an orderly appearance at the construction site

Areas under construction are to be fenced and must be maintained in a neat and orderly condition. All trash must be kept in enclosed containers and removed frequently.

3. Protecting existing hardscape, landscape, and other existing features

Construction access to the Marketplace shall be approved by the Developer. Special care must be taken to protect existing pavement and landscaping from damage. The Owner/Occupant is liable for repair of damage to paving, sidewalks, landscaping, utilities, irrigation lines and common areas cause by the Owner/Occupant or its representatives.

4. **Street Cleaning**

   The Owner/Tenant is responsible for controlling dust and air pollution on its construction site in accordance with the terms and conditions of the Dust Control permits as submitted to Maricopa County Environmental Services Department.

5. **Phasing. Dependent on the nature of a project.**

   Phasing may be appropriate as determined by the Owner/Tenant and shall be approved by the Developer and City of Goodyear.

6. **Hardscape**

   Hardscape design and pedestrian pathways are an integral component part of Pebble Creek Marketplaces. The Movement of pedestrian circulation throughout the project should be safe and comfortable for said pedestrian. The property will provide hardscape designs with decorative concrete patters interconnected with landscaping and benches.

Architectural Design Standards

It is the intent of W.M. Grace to create a high-quality architectural standard for Pebble Creek Marketplace. With a Contemporary architectural style with the various uses of massing, forms, earth toned color palette and materials, Marketplace will undoubtedly fit within the surrounding developments.

Exterior walls will consist of poured in place concrete tilt up walls, CMU block and Stucco and will offer a variety of textures and variations to the massing. The earth toned color palette will be utilized to accent and enhance the building features. Parapet walls shall have varying heights so as to soften the massing of each building and at the same time offer an interesting variety of design elements. Partially covered

colonnades and arcades will be utilized in addition to a variety of shade elements, such as steel awnings and standing seam metal mansards. Decorative hardscape finishes such as textured concrete, integral colored concrete and some slate stone accents are encouraged to enhance the pedestrian experience.

Pebble Creek Marketplace has been designed to allow the greatest possible flexibility in materials, color palettes as well as massing. Conceptual Elevations have been developed to offer an architectural design guide. We understand that as Owner/Tenants are solidified that building or space configuration will undoubtedly revise the different forms and massing, however as long as the design intent is clearly attained; this will not be detrimental to the final product.

Landscaping must comply with Section 4.n of Goodyear's City Center Overlay District guidelines both in approved palette which are intended to be drought tolerant. Flowering shrubs and ground cover should be used throughout the center to add color and variety. Landscape lighting is also encouraged.

A. **Approved Materials**

1. Painted Poured-in-place, tile-up or pre-cast concrete with a variety of textures such as smooth, split face CMU and Brick. Other panel textures will need approval by the developer and the City. Concrete walls should have relief through the use of a variety of reveals integrated within panels.

2. Integrally or painted smooth and split face CMU. Painted standard CMU must be integral to the design theme. Approval from the developer and City will be required.

3. 3-Coat Stucco System/Acrylic stucco type systems

4. Decorative Steel Elements

5. Standing Seam Metal Roofs

6. Painted Surfaces that match center color palettes

7. Steel Trellises and Awnings

8. Faux Stone Veneer

9. Limestone

B. **Prohibited Materials**

1. Asphalt Shingles, wood shakes or shingles

2. Metal Panels

3. Metal Link Fencing

4. Concrete/Clay tile roofing – Must obtain approval from developer and City.

The approval of building exterior materials utilized within Pebble Creek Marketplace inclusive but not limited to color, texture, durability and any alternate being proposed shall be solely at the discretion of W.M. Grace, and subject to approval by the City.

C. **Colors**

1. An overall color theme has been set in the PAD and should be followed. Variation of said color palette by building should adhere to the overall center theme depicted in color palettes A, B, C, D and E contained herein.

2. Use complimentary colors that will unify the buildings.

3. Distracting colors not currently found in the palette need approval from the developer

and City.

4. Avoid high-contrast reveal patterns on facades.

Landscape Standards

All Pebble Creek Marketplace Owner/Tenants shall comply with the Property's established landscaping standards as described in Section B. All landscaping shall comply with Goodyear's City Center Gateway Overlay District – Article 9-2, Section 4.n guidelines.

A. Entrance Landscaping

The entrances to Marketplace off of Pebble Creek and McDowell roads will be clearly defined by the use of theme trees, groundcover and entry features designed to match the center theme.

B. Perimeter Landscaping

Perimeter landscaping shall consist of specimen tree, drought tolerant flowering shrubs and groundcover randomly on both sides of the walk.

C. Parking Lot Landscaping

The parking lot areas are to be separated into smaller areas by the utilization of landscaping along driveways, sidewalks and building frontages.

D. Plant Selection Guide

It is the intent of the guidelines to establish consistency in the landscape materials and them throughout the marketplace and shall comply with the plant list from the Goodyear City Center Gateway Streetscape Plan, Appendix B..

The following list contains pre-approved plant materials per Article 9-2

E. Decomposed Granite

All decomposed granite must be "Aqualapie Red" ½ sized, spread 2" deep or equal.

Site Plan Concept Exhibits

Aerial Map

Master Site Plan Concept

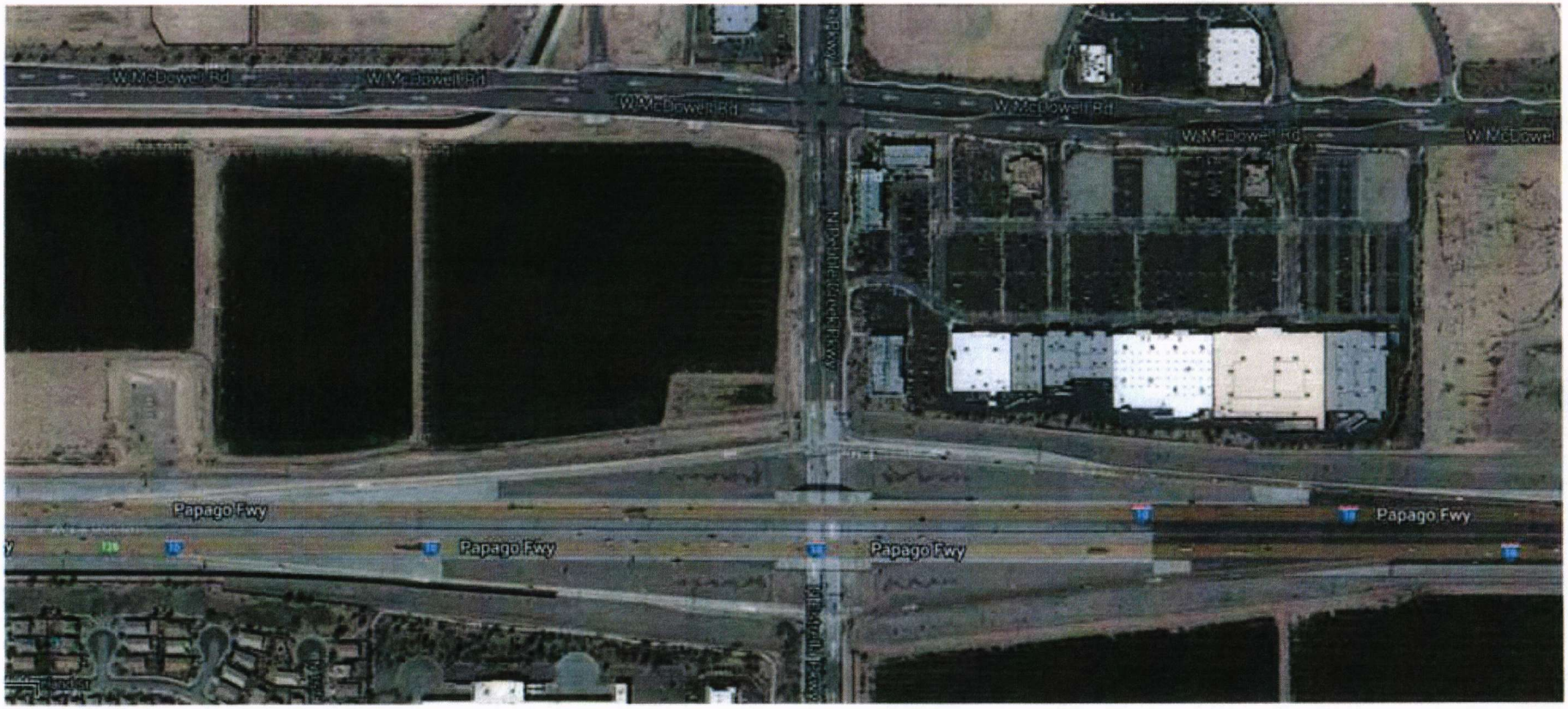
Master Parking Plan

Phasing Site Plan

Corner Feature Rendering

Open Space Site Plan

Fire Lane Access Plan

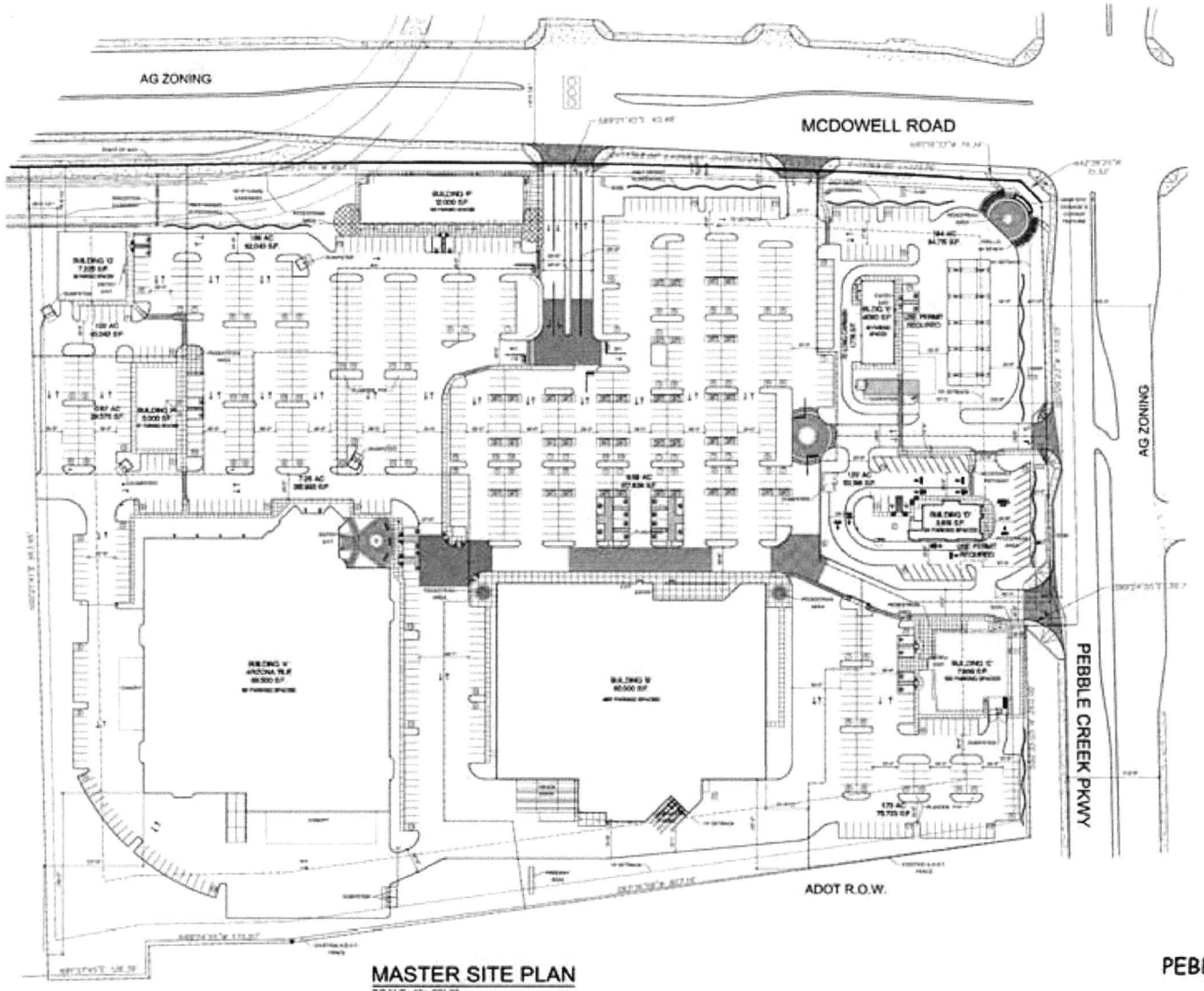


PEBBLE CREEK VILLAGE

AERIAL PLAN

MARKETPLACE

PEBBLE CREEK VILLAGE MARKETPLACE



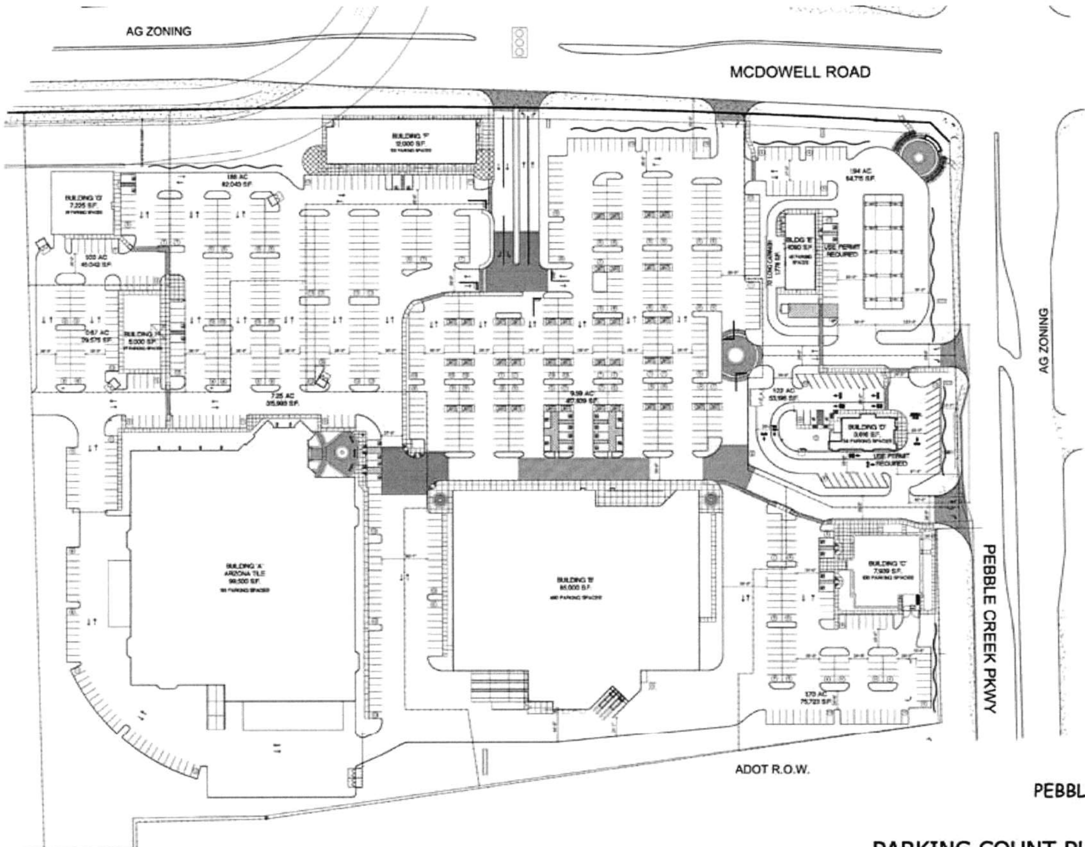
MASTER SITE PLAN
SCALE: 1"= 60'-0"

PEBBLE CREEK

MASTER SITE PLAN

MARKETPLACE

PEBBLE CREEK MARKETPLACE



PARKING STALL SIZE: 9'x 20'

TOTAL PARKING: 1,014 STALLS
TOTAL BUILDING SIZE: 224,360 S.F.
TOTAL PARKING RATIO: 4.52/1,000

BUILDING A
161 STALLS
BUILDING SIZE: 99,500 S.F.
PARKING RATIO: 1.61/1,000

BUILDING B
480 STALLS
BUILDING SIZE 85,00 S.F.
PARKING RATIO: 5.64/1,000

BUILDING C
100 STALLS
BUILDING SIZE: 7,939 S.F.
PARKING RATIO: 12.59/1,000

BUILDING D
34 STALLS
BUILDING SIZE: 3,616 S.F.
PARKING RATIO: 9.40/1,000

BUILDING E
45 STALLS
BUILDING SIZE: 4,080 S.F.
PARKING RATIO: 11.02/1,000

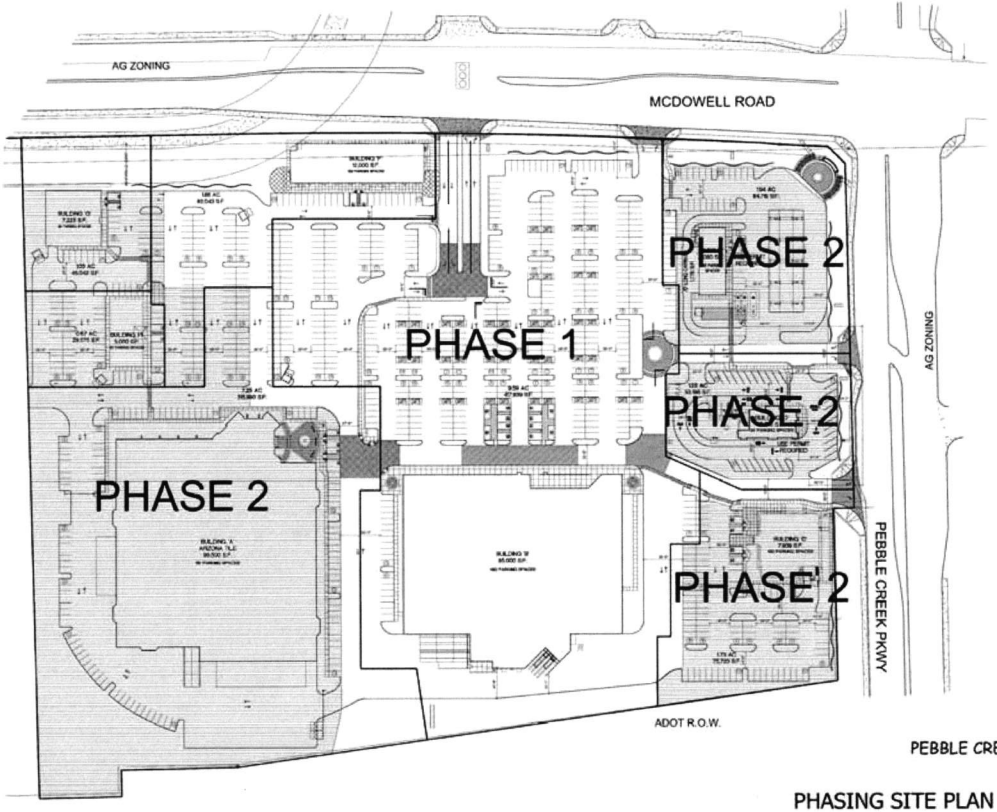
BUILDING F
102 STALLS
BUILDING SIZE: 12,000 S.F.
PARKING RATIO: 8.50/1,000

BUILDING G
28 STALLS
BUILDING SIZE: 7,225 S.F.
PARKING RATIO: 3.87/1,000

BUILDING H
57 STALLS
BUILDING SIZE: 5,000 S.F.
PARKING RATIO: 11.40/1,000

PEBBLE CREEK

PARKING COUNT PLAN



PEBBLE CREEK

PHASING SITE PLAN

PEBBLE CREEK MARKETPLACE

MARKETPLACE



PEBBLE CREEK VILLAGE MARKETPLACE

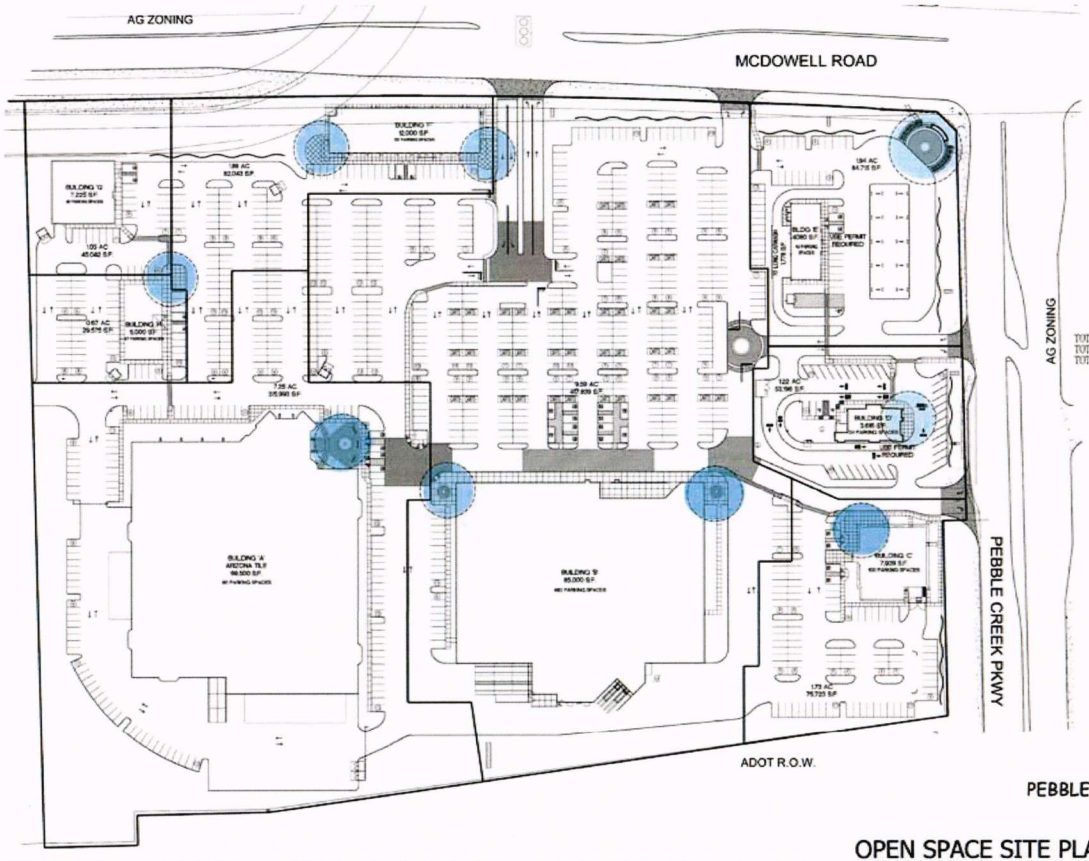
0 60 120 240 360 480
FEET

NORTH

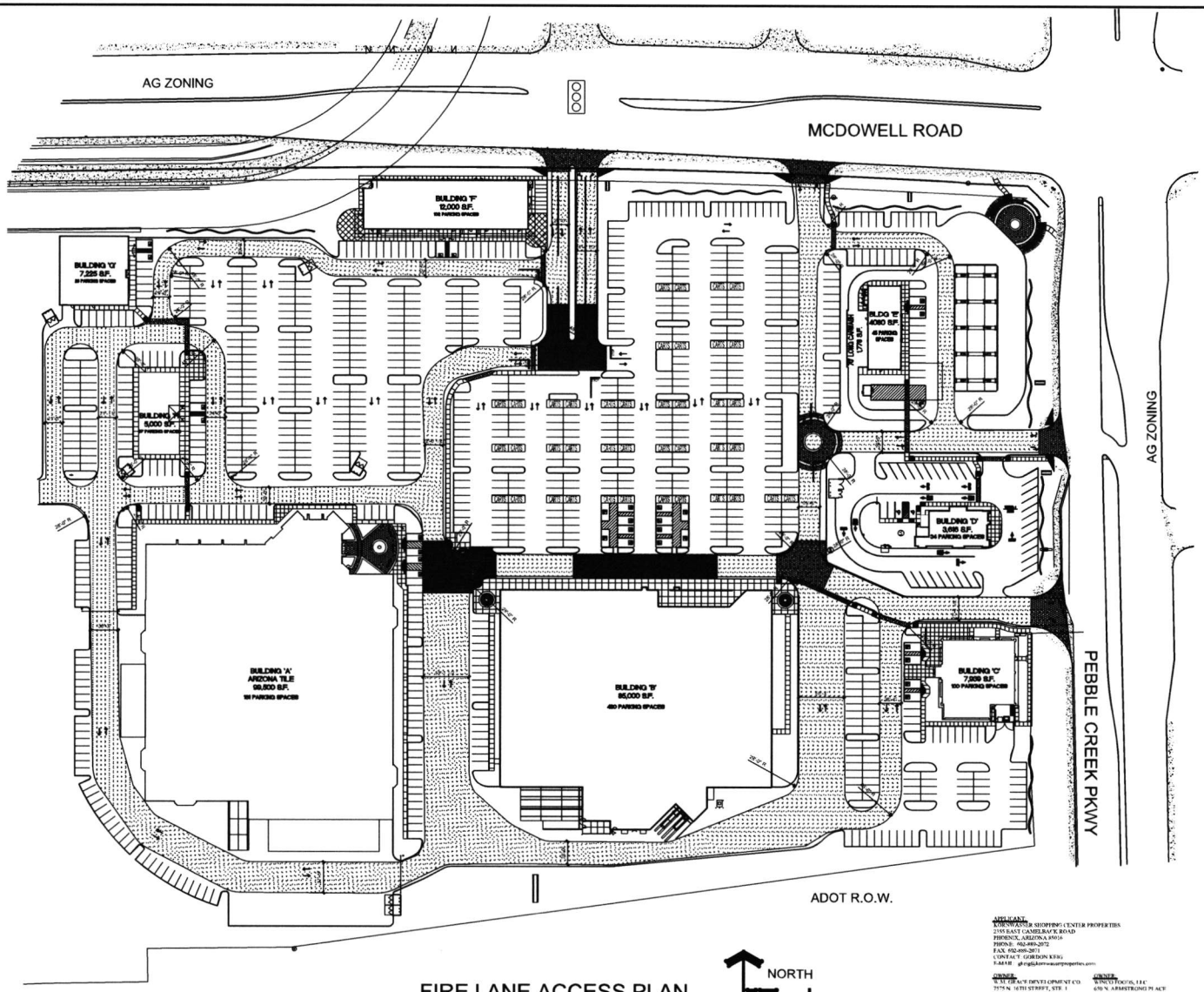
PEBBLE CREEK VILLAGE MARKETPLACE

A4.0 CORNER FEATURE ELEVATION

EXHIBIT



OPEN SPACE SITE PLAN



FIRE LANE ACCESS PLAN

SCALE: 1"= 60'-0"

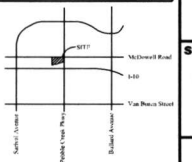
NORTH

0 30 60 120

LEGEND

FIRE LANE

LINE OF 150'-0" HOSE LAYOUT



VICINITY MAP
NOT TO SCALE

APPLICANT:
LOEWENSTEIN SHOPPING CENTER PROPERTIES
2355 EAST CAMELBACK ROAD
PHOENIX, ARIZONA 85016
PHONE: 602-889-2072
FAX: 602-955-2071
CONTACT: GORDON KEIG
E-MAIL: gk-rgk@loewensteinproperties.com

OWNER:
W.M. GRACE DEVELOPMENT CO.
7575 N. 16TH STREET, STE. 1
PHOENIX, ARIZONA 85020
PHONE: 602-956-8214
FAX: 602-943-3548
CONTACT: JOHN DORSETT
E-MAIL: jdorsett@wmgraceco.com

OWNER:
WINCO FOODS, LLC
650 N. ARMSTRONG PL ACF
BOISE, ID 83704
PHONE: 208-377-0110
FAX: 208-377-0474
CONTACT: MARK LAVIN
E-MAIL: mark.lavin@wincofoods.com

ARCHITECT:
HZ3 STUDIO, PLLC
404 S. 8TH STREET, STE 201
BOISE, IDAHO 83702
PHONE: 1-208-258-6151
FAX: 1-208-258-6166
CONTACT: DAN ZIMMERMAN
EMAIL: dzimmerman@hz-pllc.com

ARCHITECT:
PSI DESIGN GROUP INC.
1425 N. FIRST STREET, STE. 101
PHOENIX, ARIZONA 85004
PHONE: 602-452-5757
FAX: 602-452-5755
CONTACT: JESSE MACIAS
EMAIL: jmacias@psidpinc.com

DATE
8/12/14

PEBBLE CREEK MARKETPLACE
MCDOWELL RD & PEBBLE CREEK PKWY
GOODYEAR, AZ

SHEET TITLE
FIRE LANE ACCESS PLAN

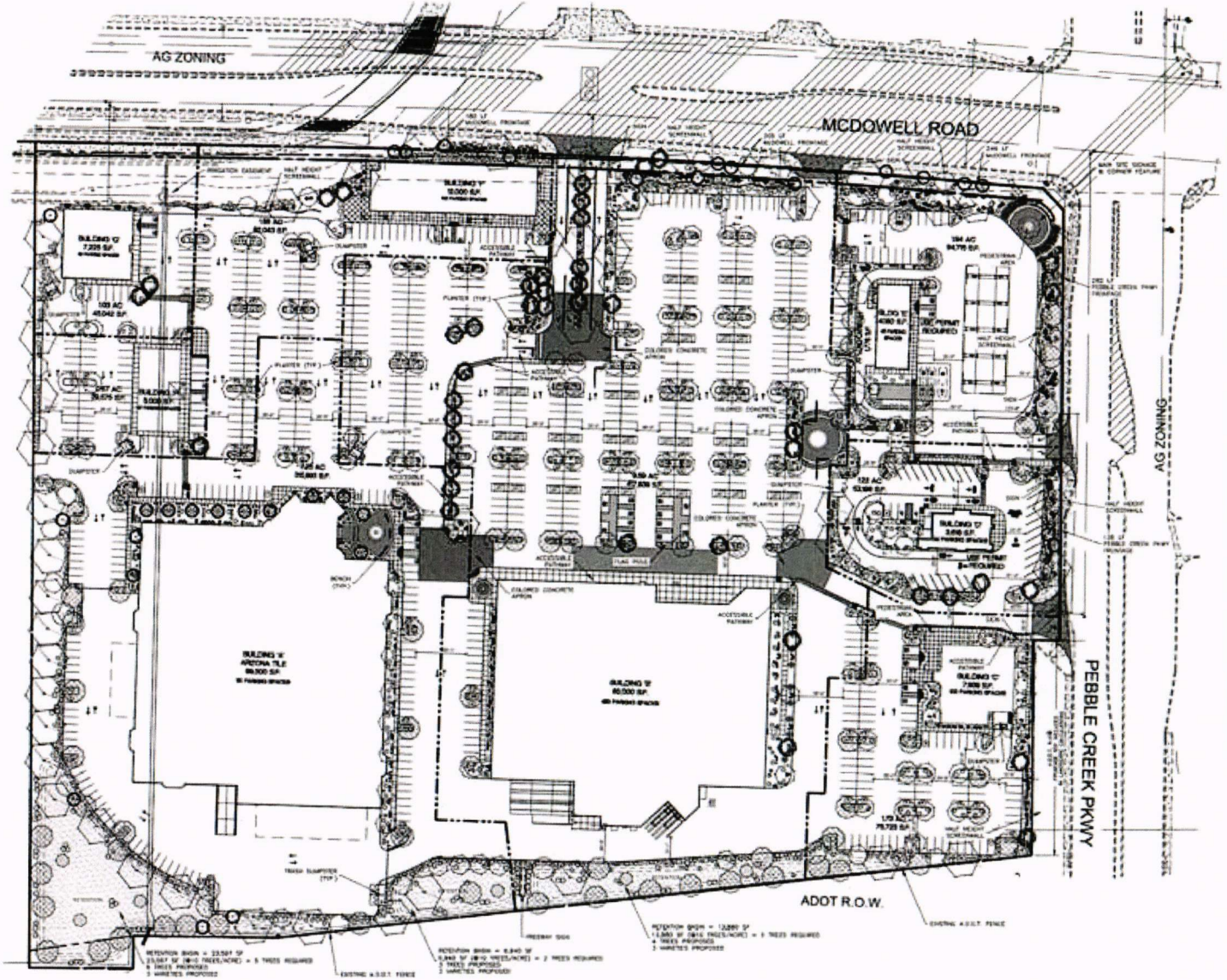
SHEET
C-2

LANDSCAPE CONCEPT EXHIBITS

Master Landscape Plan Concept

Compliance with City Center Gateway Overlay District

City Center Gateway Streetscape Plan/Planting Palette



LANDSCAPE LEGEND

SYMBOL	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE/REMARKS
	30	Desert Museum	Cercidium x 'Desert Museum'	15 Gallon
	38	Chinese Evergreen Elm	Ulmus parvifolia 'Sempervirens'	24" Box
	102	Sweet Pea Shrub	Cassia didymobotrya	24" Box
	5	Chaparral Cactus or Ocotillo	Fouquieria splendens	24" Box
	15	Desert Tree	Chilopsis linearis	24" Box
	9	Willow Acacia	Acacia salicina	24" Box
	22	Blue Palo Verde	Cercidium floridum	15 Gallon
	151	Purple Hopseed Bush	Dodonaea viscosa 'Purpurea'	5 Gallon
	249	Texas Sage	Leucophyllum frutescens	5 Gallon
	149	Green Leaf Cassia	Senna phyllodinea	5 Gallon
	177	Mata Pink Desert Ruellia	Ruellia brittoniana 'Mata Pink'	5 Gallon
	129	Little Leaf Cordia	Cordia parvifolia	5 Gallon
	264	Dwarf Natal Plumbago	Plumbago auriculata	5 Gallon
	16	Silver Ground Sphere	Eleutherine schomburgkii	5 Gallon
	809	Yucca Lorraine	Hesperaloe nocturna	5 Gallon
	131	Chaparral Prairie	Berlandiera lyrata	5 Gallon
	158	Mata Pink Desert Ruellia	Ruellia brittoniana 'Mata Pink'	5 Gallon
	167	Mexican Honeysuckle	Justicia spicigera	5 Gallon
	171	Mexican Lavender Texas Ranger	Leucophyllum candidum 'Thunder Cloud'	5 Gallon
	81	Barbara Karst Bougainvillea	Bougainvillea 'Barbara Karst'	5 Gallon
		3/8" Minus Decomposed Granite 2" depth in all landscape areas (Typ.) All plants and existing decomposed granite shall be treated with pre-emergent that is listed in the City of Goodyear's Approved Materials List for Landscaping after placement of decomposed granite. Contractor shall be licensed for this application and shall provide a pre-emergent certification to the City landscape inspector prior to the acceptance of the start of any maintenance and warranty period.		
	1	Palo Verde Multi-Trunk 24" Box Full/Tree Shill of Paradise and (3) 5 Gallon Rosemary		
	2	Palo Verde Multi-Trunk 24" Box Full/Tree Shill of Paradise and (6) 5 Gallon Gold Mound Lantana		
		(6) Pine Shall Have 2" Depth of Mexican Bush Pebble		

NOTE: THIS DEVELOPMENT PROVIDES A TOTAL OF 777 (84.40%) TREES, FIVE (5) EVERGREEN TREES (MINIMUM 15 GALLON SIZE) SHALL BE PROVIDED FOR EVERY ONE HUNDRED (100) LINEAR FEET OF PERIMETER, 20% (1) TREES MAY BE 10 GALLON SIZE, AND THE REMAINING TREES SHALL BE 24" BOX SIZE. CALCULATIONS INCLUDE TREES PROVIDED IN PLANTER "A" AND "B".

LANDSCAPE CALCULATIONS

PEBBLE CREEK MARKETPLACE

MASTER LANDSCAPE PLAN

PEBBLE CREEK MARKETPLACE

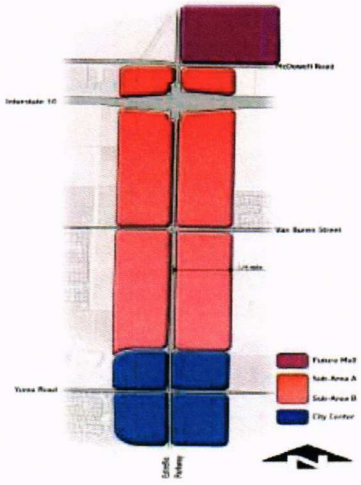
PEBBLE CREEK MARKETPLACE

9-2-1 Purpose

The City Center Gateway Overlay District connects the Planned Regional Center north of McDowell Road to the planned City Center development at the intersection of Estrella Parkway and Yuma Road. Furthermore, due to its centralized location within the community, and its location as the major linkage between Interstate-10 and Estrella Mountain Ranch to the south, this area will serve as the primary gateway into the central part of the City of Goodyear.

Due to these geographic and surrounding land use factors, the City has established this Overlay District to enhance the image of the community, protect and enhance surrounding and adjacent land uses, maximize the impact of public and private investment in the area, promote the value of properties within the District, promote compatible land uses, provide flexibility in the design and approval process to allow for the orderly development of this area, and allow for the use of incentives to promote quality design and development.

This Overlay District, extending along the east and west sides of Estrella Parkway from McDowell Road on the north to Goodyear Boulevard on the south, will create a unique main street and identity for the community. High quality development design will increase and sustain property values in the district and surrounding areas and will maximize the impact of public and private investment.



By establishing this Overlay District, it is the intent of the City to ensure that future development within the District is high quality, well planned, and creates a distinct character for this area of the City.

APPLICATION

PARKING

1. We have provided flexibility in our parking calculations for future specific uses as retail establishments as well as restaurants providing the city with a guide as future tenant improvements are submitted for review and approval.

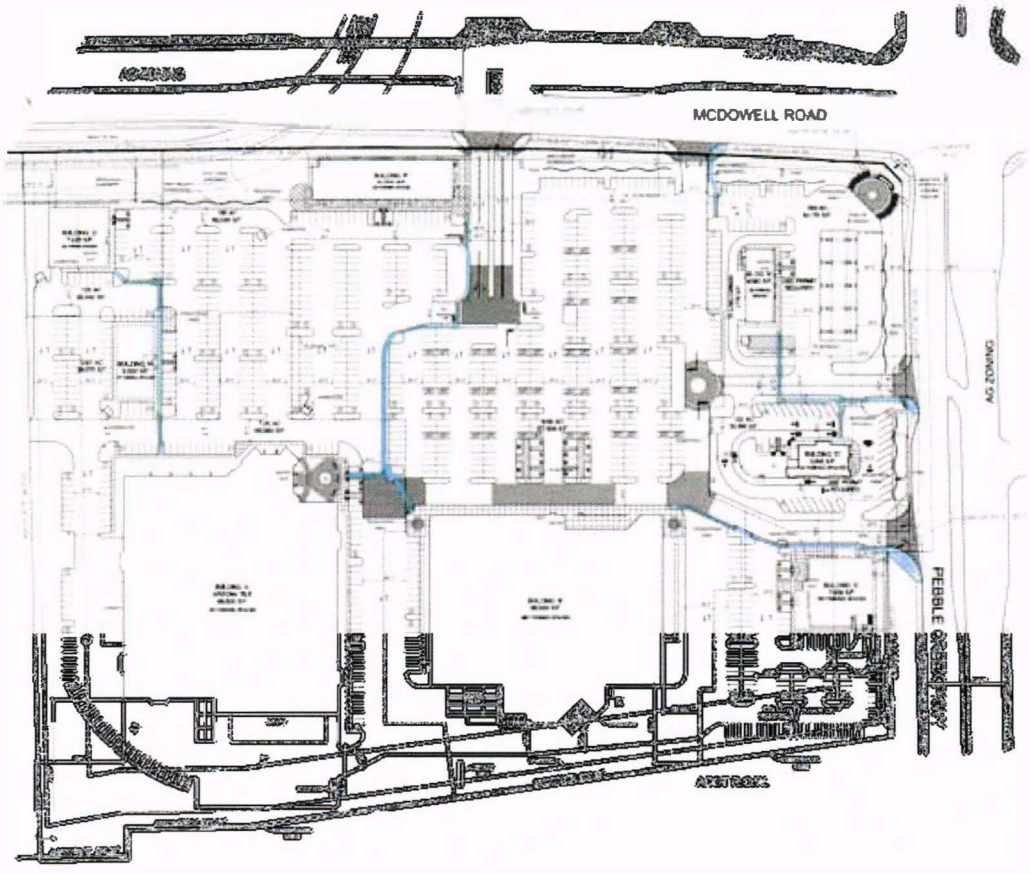
2. We have established a reciprocal parking agreement as part of the center's CC&R's.

3. All parking dimensions, drive aisles meet the minimum standard set by the Zoning Ordinance as well the Gateway Overlay District. All major drive aisles are clearly delineated within the overall parking fields that facilitate access to said parking pods.

4. All parking fields have been divided into smaller "Pods" that limit the maximum spaces to 150 per Pod. These parking areas are divided by raised landscape islands that are at least (10) feet in width and at least (500) square feet in total area with raised landscape islands a minimum of (8) feet and (160) square feet in area at the end of parking fields as shown in the attached Parking Count Plan. We have also incorporated pedestrian sidewalk connections within said raised landscape islands. We have also incorporated an (8) foot wide (minimum) raised landscape island at every (12) parking spaces as recommended in the Gateway Overlay District guidelines in an effort to further break up expansive parking areas as well as provide additional areas with trees that provide shade to pedestrians aside from the requirement of (1) tree every (5) parking space.

5. All parking lots have been separated from buildings by a (6) minimum walkway.

6. All off-site improvements inclusive of entry drives, decel-lanes, right-turn lanes will require review and approval by the City Engineering department.



PEDESTRIAN AMENITIES

1. We have incorporated on-site pedestrian sidewalks with connection to the off-site public sidewalks with decorative colored concrete (color to match proposed building color palette) at all points that cross a drive aisle which promote pedestrian safety.

BUILDING SETBACKS AND SITING

1. Pebble Creek Parkway and McDowell – we have a total of 15.3% of buildings located at the (15) foot front setback line and a total of 26.8% of buildings located within (75) feet of the front setback line.
2. The proposed building at the corner of Pebble Creek and McDowell has been located in a way which promotes a very strong tie to said corner. Furthermore, we have incorporated a strong pedestrian amenity consisting of curved screen wall with center identity, steel trellis with bougainvillea, pedestrian bench seating, large stamped concrete area with expansive landscape area with a variety of plant palette. The pedestrian amenity offers (2) points of connection from the public sidewalk. The pedestrian path consisting of colored concrete leads directly to the proposed building on the corner.
3. Buildings have been located in a matter as to provide smooth flow throughout the site with varied building placement and pedestrian friendly environments.

LANDSCAPING

1. The landscaping Palette utilized has been chosen exclusively from the City Center Gateway approved palette.
2. The raised landscape islands meet the Gateway Overlay requirements.

PLAZAS AND COURTYARDS

1. We have incorporated (1.0%) net site areas as usable pedestrian oriented "open space", inclusive of patios, open plazas and outdoor seating areas.
2. We have incorporated seating areas within each open plaza.
3. All Plazas, courtyards and patios have been clearly designated and are visible from all areas of the site. We have provided adequate lighting along with landscaping to provide required shade at all outdoor plazas.
4. As indicated before, we have incorporated an open plaza/courtyard with a steel trellis, bench seating, landscape and stamped concrete as our entry feature at the corner of Pebble Creek and McDowell.

ARCHITECTURE

1. Special attention to the architectural design theme has been incorporated with an extensive earth toned color palette that provides flexibility to future pads while maintaining strict guidelines that need to be followed. Varied parapet heights, parapet cornices, steel awnings

and mansards, and varied design elements all combine to create a "village" atmosphere which provides visual interests no matter where you find yourself on the site.

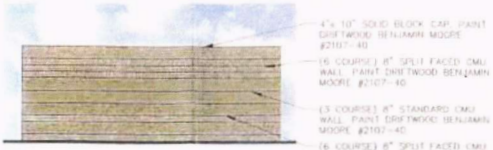
2. Special attention has been given to building mass and height avoiding long blank unarticulated wall facades.
3. All roof ladders will be internalized.
4. All exterior lighting design and color have been carefully selected to provide an architectural element throughout the entire retail development aside from providing the required lighting levels.

SITE FEATURES EXHIBIT

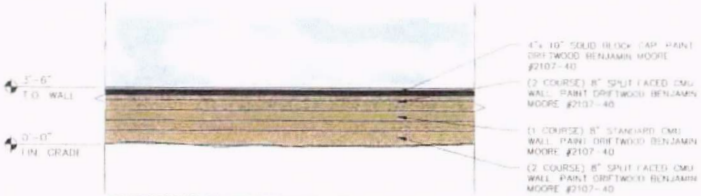
Screen Wall



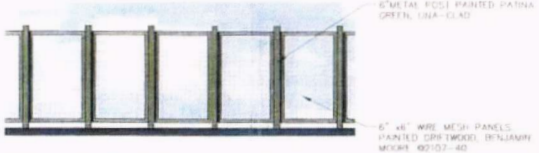
SCREEN WALL PLAN
SCALE: 1/8" = 1'-0"



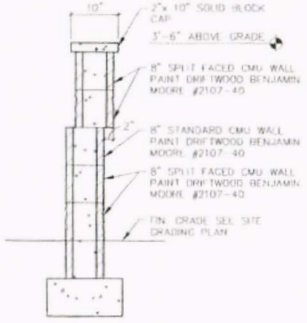
10' SCREEN WALL ELEVATION



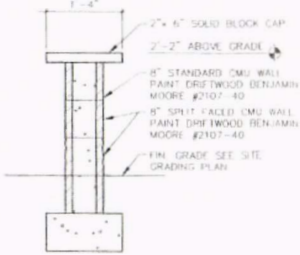
SCREEN WALL FRONT (STREET SIDE) ELEVATION



TRELLIS SCREEN WALL



SCREEN WALL SECTION
SCALE: 3/4" = 1'-0"



SITE BENCH SECTION
SCALE: 3/4" = 1'-0"

PEBBLE CREEK VILLAGE MARKETPLACE
C2.0 SCREEN WALL CONCEPT

ELEVATIONS AND COLOR PALETTE EXHIBITS

Anchor Tenant Elevations

Secondary Anchor Tenant Elevations

PAD Conceptual Elevations

Shops Conceptual Elevations

Anchor Tenant Color Palette

Secondary Anchor Tenant Color Palette

Color Palette 'A'

Color Palette 'B'

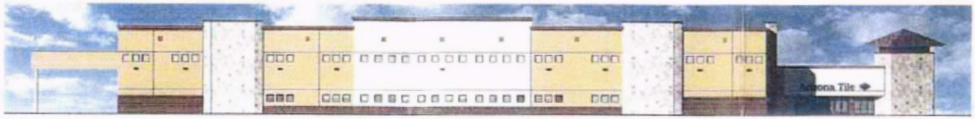
Color Palette 'C'

Color Palette 'D'

Color Palette 'E'



FRONT ELEVATION (NORTH)



SIDE ELEVATION (EAST)



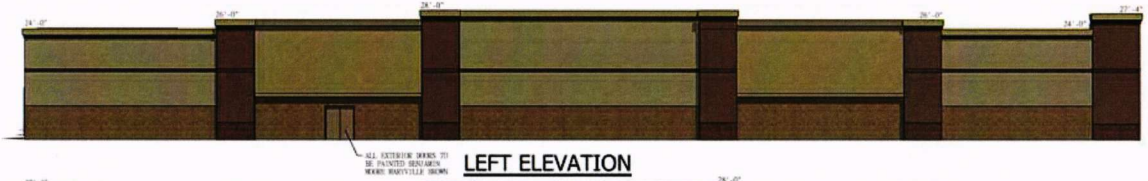
REAR ELEVATION (SOUTH)



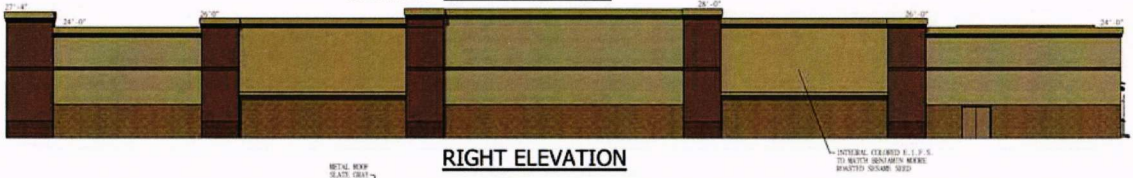
SIDE ELEVATION (WEST)



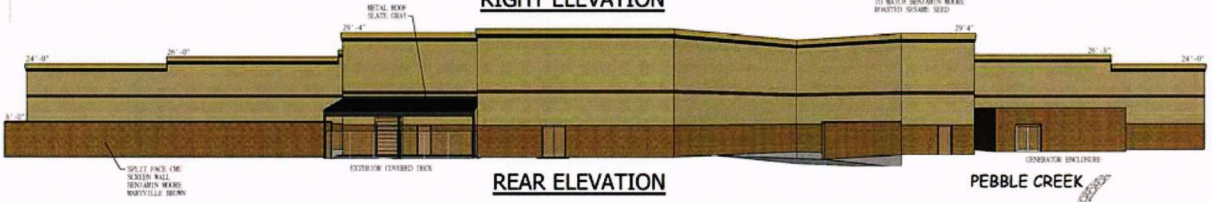
FRONT ELEVATION



LEFT ELEVATION



RIGHT ELEVATION

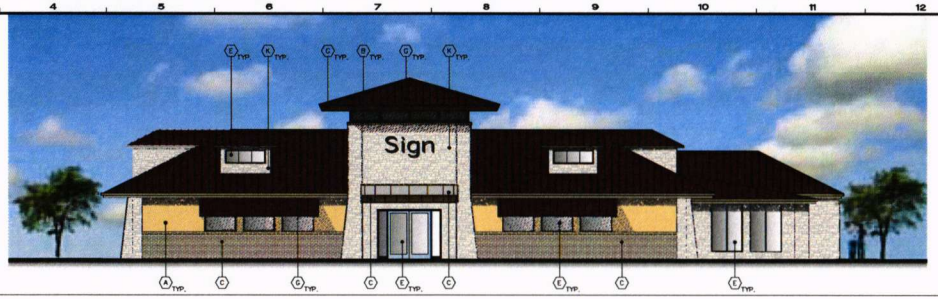


REAR ELEVATION

PEBBLE CREEK MARKETPLACE

WINCO FOODS ELEVATIONS

PEBBLE CREEK MARKETPLACE



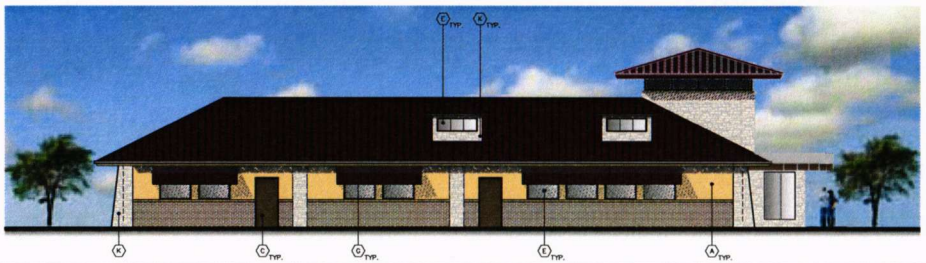
K1 FRONT ELEVATION

1/8" = 1'-0"



G1 RIGHT ELEVATION

1/8" = 1'-0"



D1 LEFT ELEVATION

1/8" = 1'-0"



A1 REAR ELEVATION

1/8" = 1'-0"

MATERIALS/COLOR LEGEND

A	BENJAMIN MOORE #2160-40 "ROASTED SESAME SEED"
B	BENJAMIN MOORE #2107-40 "DRIFTWOOD"
C	BENJAMIN MOORE #2096-30 "GRANDFATHER CLOCK BROWN"
D	BENJAMIN MOORE HC-62 "SOMMERVILLE RED"
E	BENJAMIN MOORE #2130-30 "ALMOST BLACK"
F	SLATE TILE ARIZONA TILE "SLATE"
G	UNA-CLAD "BRANDYWINE" METAL AWNING/STANDING SEAM METAL ROOF
H	BENJAMIN MOORE #2143-20 "ALLIGATOR GREEN"
H	STOREFRONT WINDOW SYSTEM
J	BENJAMIN MOORE #2094-30 "GIANT SEQUOIA"
K	LIMESTONE

	DATE	REVISIONS/MILESTONES	MOD#

PEBBLE CREEK MARKETPLACE
BUILDING C

SOUTH WEST CORNER OF
McDOWELL RD. AND PEBBLE CREEK PKWY
GOODYEAR, ARIZONA

WM GRACE DEVELOPMENT COMPANY
7575 NORTH 16TH STREET, SUITE 1
PHOENIX, ARIZONA

PM design group Architects
1425 N. First Street, Suite 100, Phoenix, AZ 85004
P: 602-457-5757 F:602-457-5755
ROY PEDRO, ARCHITECT JESSE MACIAS, VICE PRESIDENT

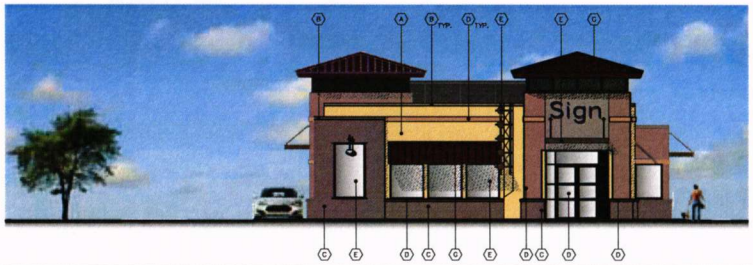
DO NOT USE FOR CONSTRUCTION UNLESS INITIALED AND DATED

MOD# N/A
DATE N/A

RHL JOB NUMBER: RTL12001.1

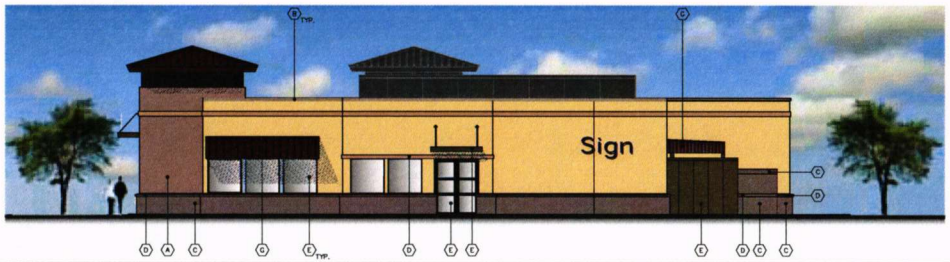
DRAWING CREATED: 9-23-2013

Ax



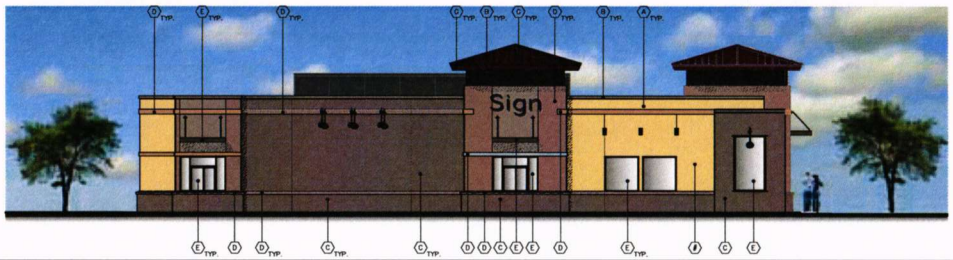
K1 FRONT ELEVATION

1/8" = 1'-0"



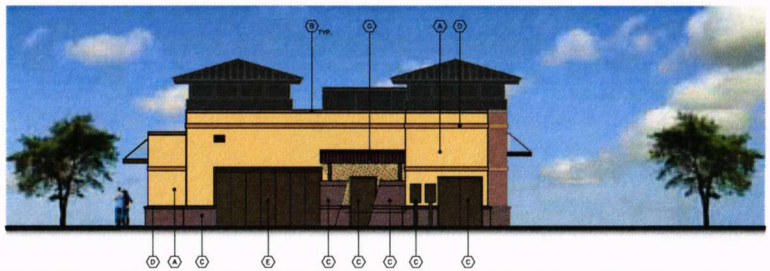
G1 RIGHT ELEVATION

1/8" = 1'-0"



D1 LEFT ELEVATION

1/8" = 1'-0"



A1 REAR ELEVATION

1/8" = 1'-0"

MATERIALS/COLOR LEGEND

A	BENJAMIN MOORE #2160-40 "ROASTED SESAME SEED"
B	BENJAMIN MOORE #2107-40 "DRIFTWOOD"
C	BENJAMIN MOORE #2096-30 "GRANDFATHER CLOCK BROWN"
D	BENJAMIN MOORE HC-62 "SOMMERVILLE RED"
E	BENJAMIN MOORE #2130-30 "ALMOST BLACK"
F	SLATE TILE ARIZONA TILE "SLATE"
G	UNA-CLAD "BRANDYWINE" METAL AWNING/STANDING SEAM METAL ROOF
H	BENJAMIN MOORE #2143-20 "ALLIGATOR GREEN"
H	STOREFRONT WINDOW SYSTEM
J	BENJAMIN MOORE #2094-30 "GIANT SEQUOIA"
K	LIMESTONE

	DATE	REVISIONS/MILESTONES	MGR

PEBBLE CREEK MARKETPLACE
BUILDING D

SOUTH WEST CORNER OF
McDOWELL RD. AND PEBBLE CREEK PKWY
GOODYEAR, ARIZONA

WM GRACE DEVELOPMENT COMPANY
7575 NORTH 16TH STREET, SUITE 1
PHOENIX, ARIZONA

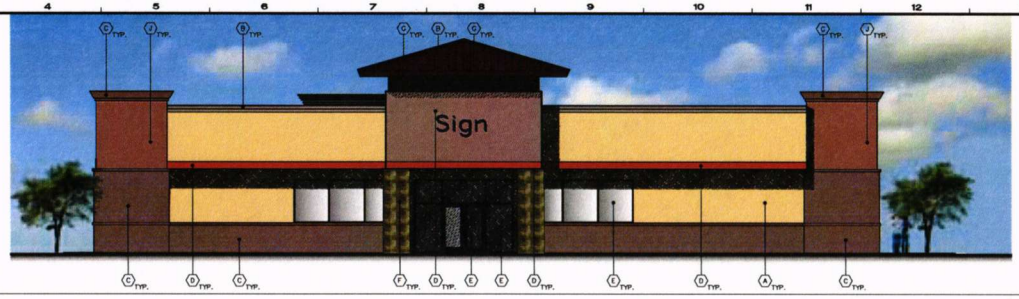
PM design group Architects
1425 N. First Street, Suite 100, Phoenix, AZ 85004
P: 602-457-5757 F:602-457-5755
ROY PEDRO, ARCHITECT JESSE MACIAS, VICE PRESIDENT

DO NOT USE FOR CONSTRUCTION UNLESS INITIALED AND DATED MGR= N/A DATE= N/A

RHL JOB NUMBER: RTL120011

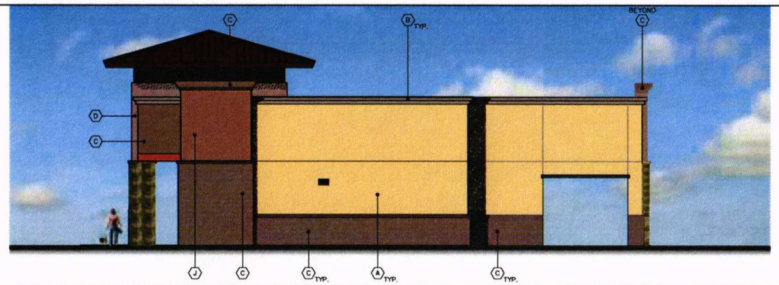
DRAWING CREATED: 9-23-2013

Ax



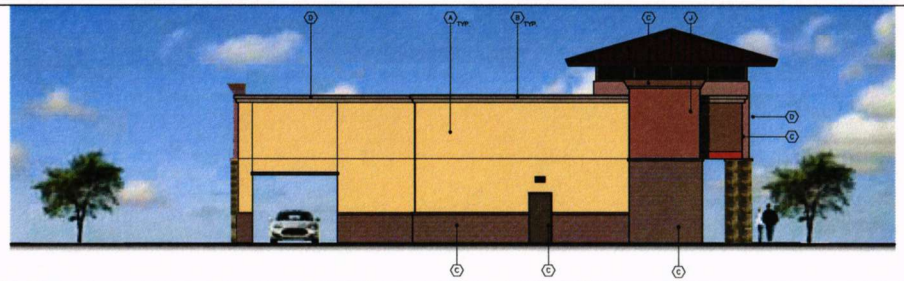
K1 FRONT ELEVATION

1/8" = 1'-0"



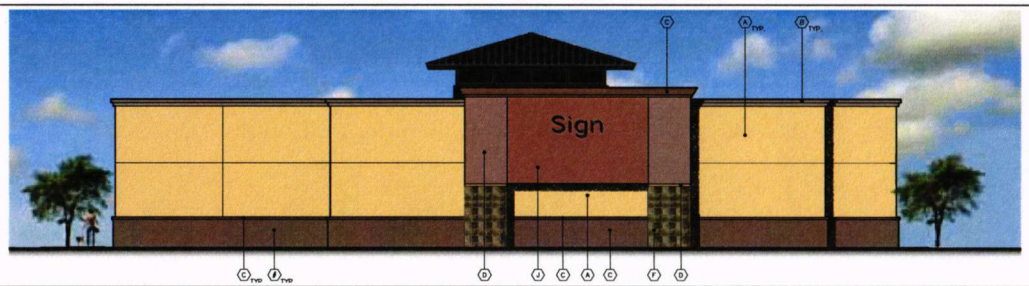
G1 RIGHT ELEVATION

1/8" = 1'-0"



D1 LEFT ELEVATION

1/8" = 1'-0"



A1 REAR ELEVATION

1/8" = 1'-0"

MATERIALS/COLOR LEGEND

A	BENJAMIN MOORE #2160-40 "ROASTED SESAME SEED"
B	BENJAMIN MOORE #2107-40 "DRIFTWOOD"
C	BENJAMIN MOORE #2096-30 "GRANDFATHER CLOCK BROWN"
D	BENJAMIN MOORE HC-62 "SOMMERVILLE RED"
E	BENJAMIN MOORE #2130-30 "ALMOST BLACK"
F	SLATE TILE ARIZONA TILE "SLATE"
G	UNA-CLAD "BRANDYWINE" METAL AWNING/STANDING SEAM METAL ROOF
H	BENJAMIN MOORE #2143-20 "ALLIGATOR GREEN"
H	STOREFRONT WINDOW SYSTEM
J	BENJAMIN MOORE #2094-30 "GIANT SEQUOIA"
K	LIMESTONE

	DATE	REVISIONS/MILESTONES	MGR
1			

PEBBLE CREEK MARKETPLACE
BUILDING E

SOUTH WEST CORNER OF
McDOWELL RD. AND PEBBLE CREEK PKWY
GOODYEAR, ARIZONA

WM GRACE DEVELOPMENT COMPANY
7575 NORTH 16TH STREET, SUITE 1
PHOENIX, ARIZONA

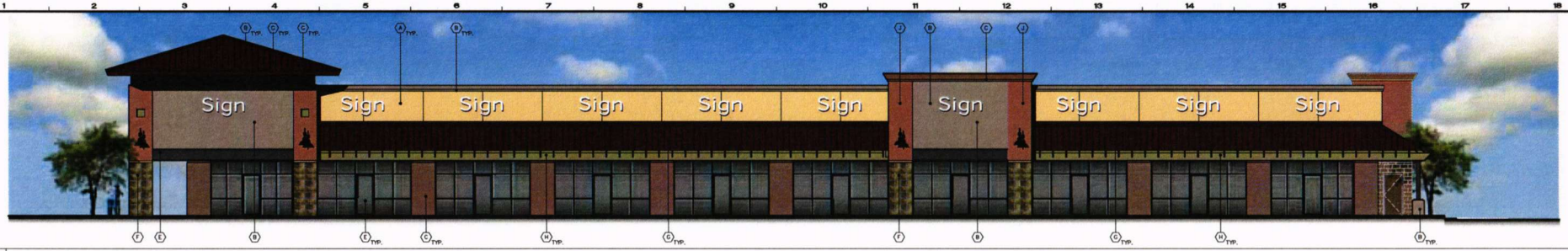
PM design group Architects
1425 N. First Street, Suite 100, Phoenix, AZ 85004
P: 602-457-5757 F:602-457-5755
ROY PEDRO, ARCHITECT JESSE MACIAS, VICE PRESIDENT

DO NOT USE FOR CONSTRUCTION UNLESS INITIALED AND DATED
MGR: N/A
DATE: N/A

RHL JOB NUMBER: RTL12001.1

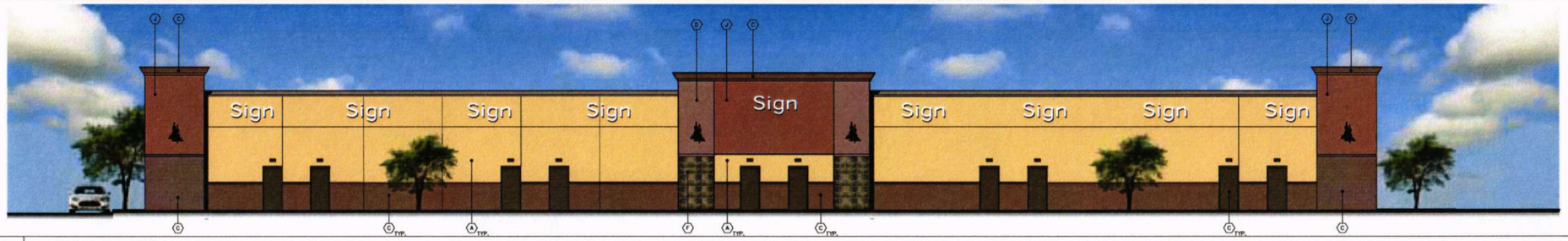
DRAWING CREATED: 9-23-2013

Ax



K1 FRONT ELEVATION

1/8" = 1'-0"



G1 REAR ELEVATION

1/8" = 1'-0"



D1 LEFT ELEVATION

1/8" = 1'-0"



A1 RIGHT ELEVATION

1/8" = 1'-0"

MATERIALS/COLOR LEGEND

A	BENJAMIN MOORE #2160-40 "ROASTED SESAME SEED"
B	BENJAMIN MOORE #2107-40 "DRIFTWOOD"
C	BENJAMIN MOORE #2096-30 "GRANDFATHER CLOCK BROWN"
D	BENJAMIN MOORE HC-62 "SOMMERVILLE RED"
E	BENJAMIN MOORE #2130-30 "ALMOST BLACK"
F	SLATE TILE ARIZONA TILE "SLATE"
G	UNA-CLAD "BRANDYWINE" METAL AWNING/STANDING SEAM METAL ROOF
H	BENJAMIN MOORE #2143-20 "ALLIGATOR GREEN"
H	STOREFRONT WINDOW SYSTEM
J	BENJAMIN MOORE #2094-30 "GIANT SEQUOIA"
K	LIMESTONE

DATE	REVISIONS/MILESTONES	MGR

PEBBLE CREEK MARKETPLACE
BUILDING F

SOUTH WEST CORNER OF
McDOWELL RD. AND PEBBLE CREEK PKWY
GOODYEAR, ARIZONA

WM GRACE DEVELOPMENT COMPANY
7575 NORTH 16TH STREET, SUITE 1
PHOENIX, ARIZONA

PM design group Architects
1425 N. First Street, Suite 100, Phoenix, AZ 85004
P: 602-457-5757 F:602-457-5755
ROY PEDRO, ARCHITECT JESSE MACIAS, VICE PRESIDENT

DO NOT USE FOR CONSTRUCTION UNLESS INITIALED AND DATED MGR: N/A DATE: N/A

RHL JOB NUMBER: RTL12001.1

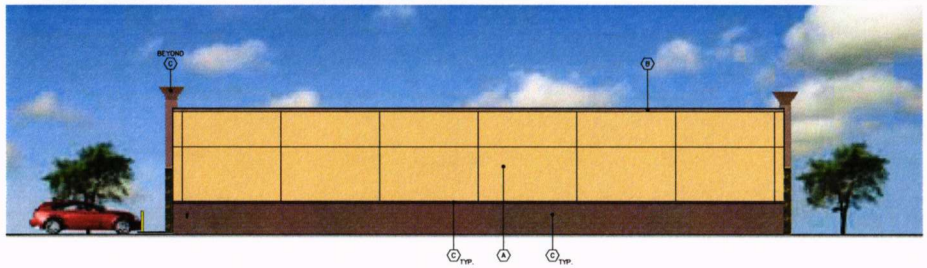
DRAWING CREATED: 9-23-2013

Ax



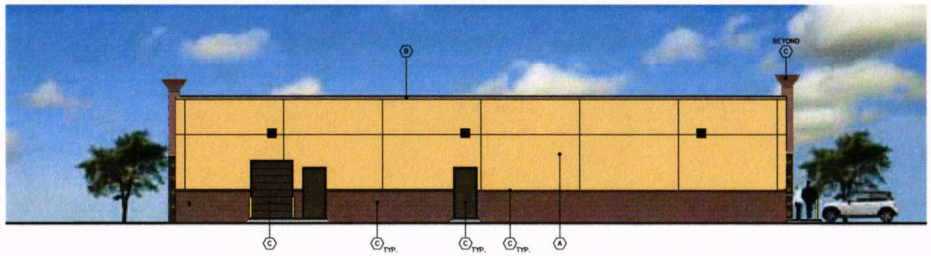
K1 FRONT ELEVATION

1/8" = 1'-0"



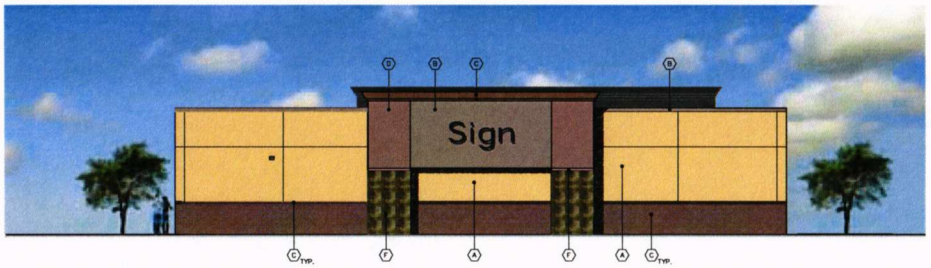
G1 RIGHT ELEVATION

1/8" = 1'-0"



D1 LEFT ELEVATION

1/8" = 1'-0"



A1 REAR ELEVATION

1/8" = 1'-0"

MATERIALS/COLOR LEGEND

A	BENJAMIN MOORE #2160-40 "ROASTED SESAME SEED"
B	BENJAMIN MOORE #2107-40 "DRIFTWOOD"
C	BENJAMIN MOORE #2096-30 "GRANDFATHER CLOCK BROWN"
D	BENJAMIN MOORE HC-62 "SOMMERVILLE RED"
E	BENJAMIN MOORE #2130-30 "ALMOST BLACK"
F	SLATE TILE ARIZONA TILE "SLATE"
G	UNA-CLAD "BRANDYWINE" METAL AWNING/STANDING SEAM METAL ROOF
H	BENJAMIN MOORE #2143-20 "ALLIGATOR GREEN"
H	STOREFRONT WINDOW SYSTEM
J	BENJAMIN MOORE #2094-30 "GIANT SEQUOIA"
K	LIMESTONE

	DATE	REVISIONS/MILESTONES	MGR

PEBBLE CREEK MARKETPLACE
BUILDING G

SOUTH WEST CORNER OF
McDOWELL RD. AND PEBBLE CREEK PKWY
GOODYEAR, ARIZONA

WM GRACE DEVELOPMENT COMPANY
7575 NORTH 16TH STREET, SUITE 1
PHOENIX, ARIZONA

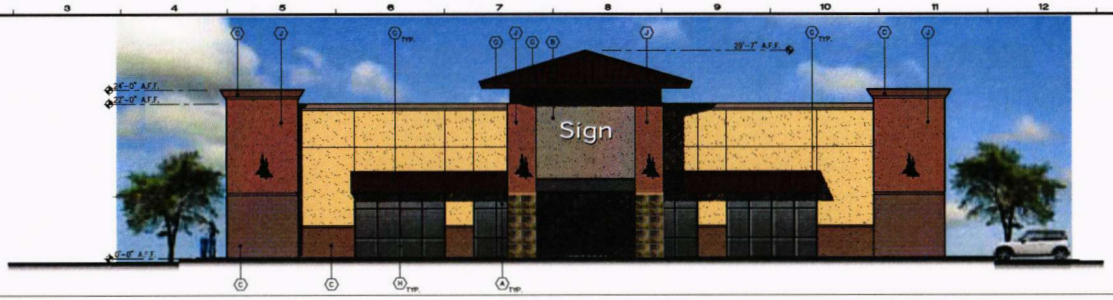
PM design group Architects
1425 N. First Street, Suite 100, Phoenix, AZ 85004
P: 602-457-5757 F:602-457-5755
ROY PEDRO, ARCHITECT JESSE MACIAS, VICE PRESIDENT

DO NOT USE FOR CONSTRUCTION UNLESS INITIALED AND DATED MGR: N/A DATE: N/A

RHL JOB NUMBER: RTL12001.1

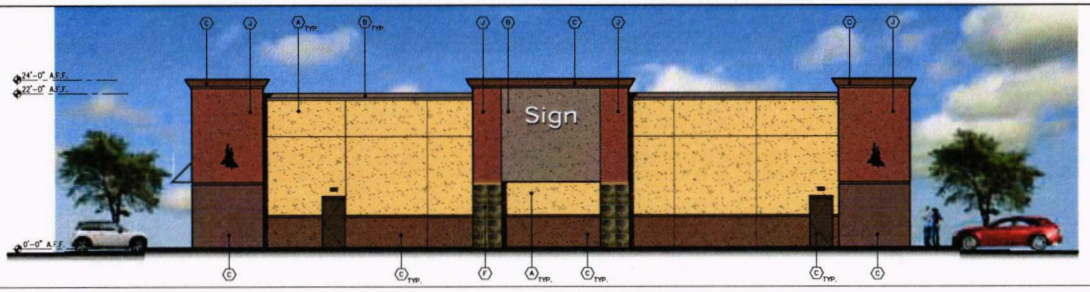
DRAWING CREATED: 9-23-2013

Ax



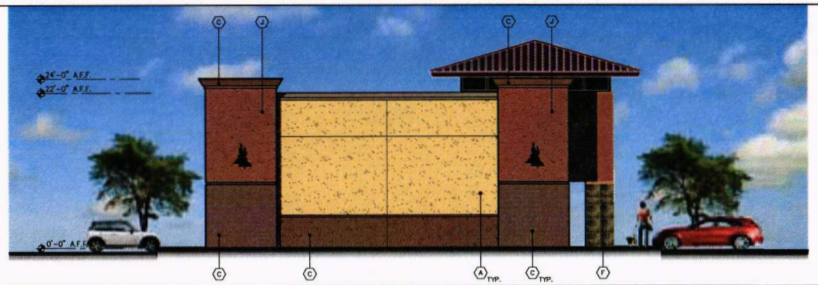
K1 FRONT ELEVATION

1/8" = 1'-0"



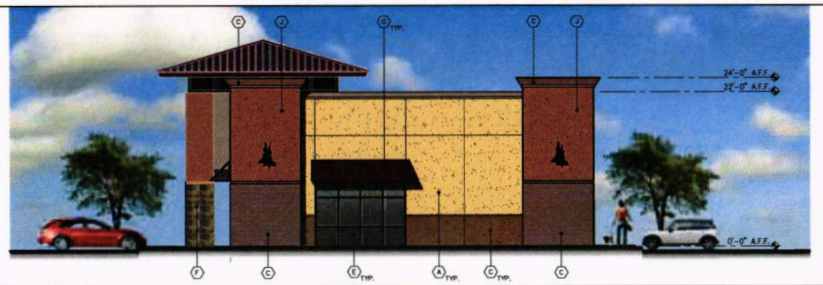
G1 REAR ELEVATION

1/8" = 1'-0"



D1 LEFT ELEVATION

1/8" = 1'-0"



A1 RIGHT ELEVATION

1/8" = 1'-0"

MATERIALS/COLOR LEGEND

A	BENJAMIN MOORE #2160-40 "ROASTED SESAME SEED"
B	BENJAMIN MOORE #2107-40 "DRIFTWOOD"
C	BENJAMIN MOORE #2096-30 "GRANDFATHER CLOCK BROWN"
D	BENJAMIN MOORE HC-62 "SOMMERVILLE RED"
E	BENJAMIN MOORE #2130-30 "ALMOST BLACK"
F	SLATE TILE ARIZONA TILE "SLATE"
G	UNA-CLAD "BRANDYWINE" METAL AWNING/STANDING SEAM METAL ROOF
H	BENJAMIN MOORE #2143-20 "ALLIGATOR GREEN"
H	STOREFRONT WINDOW SYSTEM
J	BENJAMIN MOORE #2094-30 "GIANT SEQUOIA"
K	LIMESTONE

DATE	REVISIONS/MILESTONES	MGR

PEBBLE CREEK MARKETPLACE
BUILDING H

SOUTH WEST CORNER OF
McDOWELL RD. AND PEBBLE CREEK PKWY
GOODYEAR, ARIZONA

WM GRACE DEVELOPMENT COMPANY
7575 NORTH 16TH STREET, SUITE 1
PHOENIX, ARIZONA

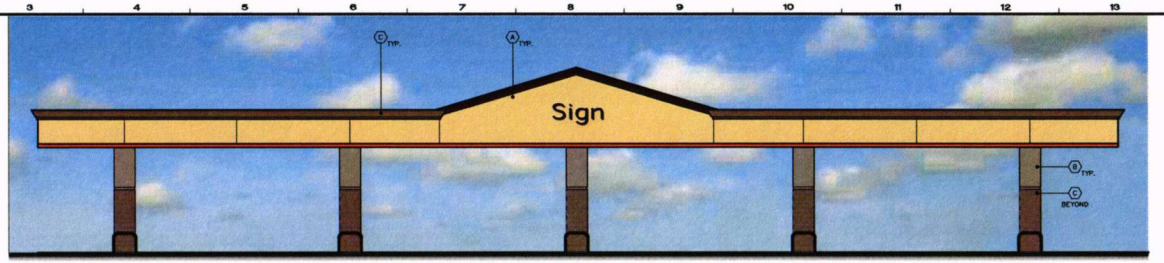
PM design group Architects
1425 N. First Street, Suite 100, Phoenix, AZ 85004
P: 602-457-5757 F:602-457-5755
ROY PEDRO, ARCHITECT JESSE MACIAS, VICE PRESIDENT

DO NOT USE FOR CONSTRUCTION UNLESS INITIALED AND DATED MGR: N/A DATE: N/A

RHL JOB NUMBER: RTL12001.1

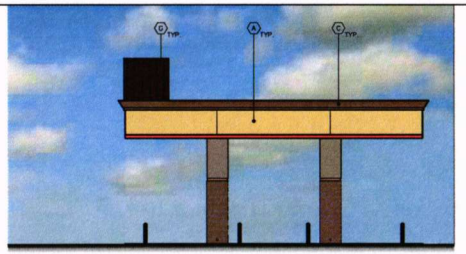
DRAWING CREATED: 2-3-2014

Ax



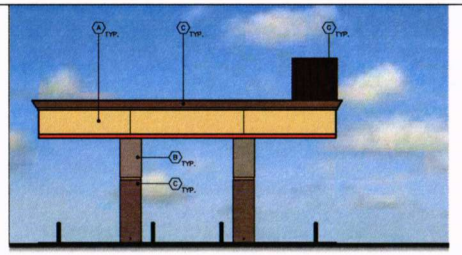
K1 FRONT ELEVATION

1/8" = 1'-0"



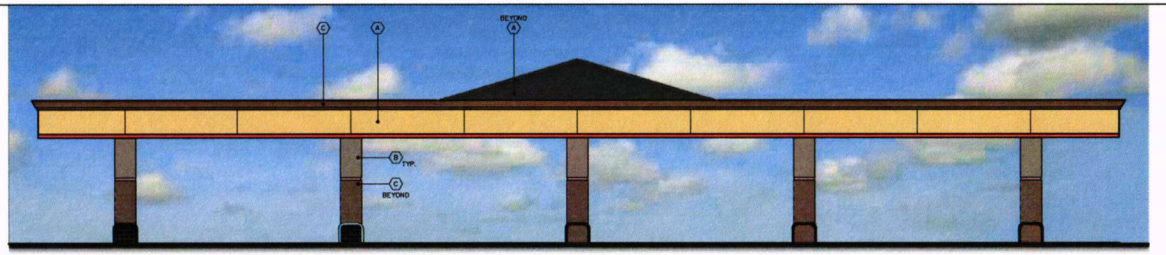
G1 RIGHT ELEVATION

1/8" = 1'-0"



D1 LEFT ELEVATION

1/8" = 1'-0"



A1 REAR ELEVATION

1/8" = 1'-0"

MATERIALS/COLOR LEGEND

A	BENJAMIN MOORE #2160-40 "ROASTED SESAME SEED"
B	BENJAMIN MOORE #2107-40 "DRIFTWOOD"
C	BENJAMIN MOORE #2096-30 "GRANDFATHER CLOCK BROWN"
D	BENJAMIN MOORE HC-62 "SOMMERVILLE RED"
E	BENJAMIN MOORE #2130-30 "ALMOST BLACK"
F	SLATE TILE ARIZONA TILE "SLATE"
G	UNA-CLAD "BRANDYWINE" METAL AWNING/STANDING SEAM METAL ROOF
H	BENJAMIN MOORE #2143-20 "ALLIGATOR GREEN"
H	STOREFRONT WINDOW SYSTEM
J	BENJAMIN MOORE #2094-30 "GIANT SEQUOIA"
K	LIMESTONE

DATE	REVISIONS/MILESTONES	MGR

PEBBLE CREEK MARKETPLACE
BUILDING E CANOPY

SOUTH WEST CORNER OF
McDOWELL RD. AND PEBBLE CREEK PKWY
GOODYEAR, ARIZONA

WM GRACE DEVELOPMENT COMPANY
7575 NORTH 16TH STREET, SUITE 1
PHOENIX, ARIZONA

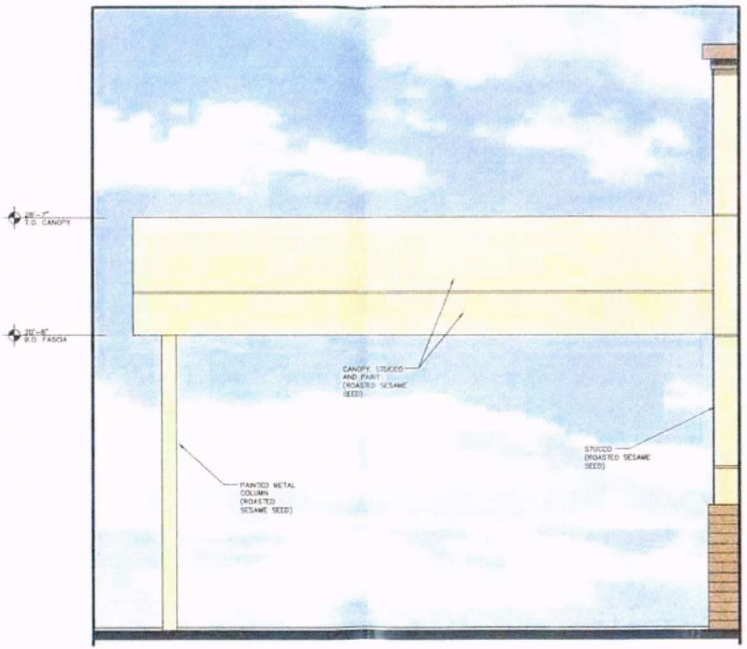
PM design group Architects
1425 N. First Street, Suite 100, Phoenix, AZ 85004
P: 602-457-5757 F:602-457-5755
ROY PEDRO, ARCHITECT JESSE MACIAS, VICE PRESIDENT

DO NOT USE FOR CONSTRUCTION UNLESS INITIALED AND DATED MGR= N/A DATE= N/A

RHL JOB NUMBER: RTL120011

DRAWING CREATED: 9-23-2013

Ax



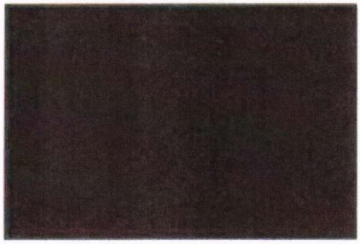
PEBBLE CREEK VILLAGE MARKETPLACE

C6.0 ARIZONA TILE CONCEPTUAL CANOPY DETAIL

EXHIBIT 83

EXTERIOR FINISH SCHEME

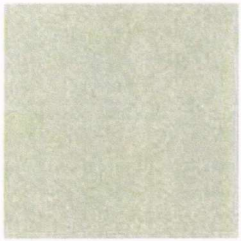
ANCHOR TENANT (ARIZONA TILE)
PEBBLE CREEK VILLAGE MARKETPLACE
GOODYEAR, ARIZONA



METAL AWNING / STANDING SEAM
METAL ROOF
UNA-CLAD "BRANDYWINE"



SLATE PER ARIZONA TILE STANDARDS

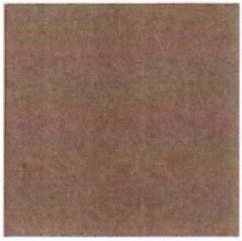


SHERWIN WILLIAMS
#SW2065
"WINDSOR GRIEGE"

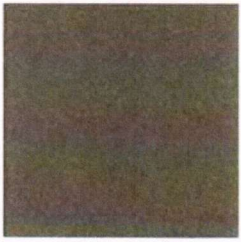
BENJAMIN MOORE
#2160-40
"ROASTED SESAME SEED"



BENJAMIN MOORE
#2107-40
"DRIFTWOOD"



BENJAMIN MOORE
#2094-30
"GIANT SEQUOIA"



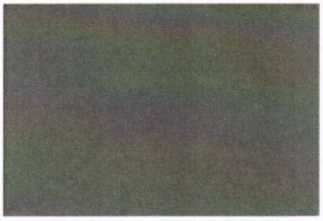
BENJAMIN MOORE
#2096-30
"GRANDFATHER CLOCK BROWN"



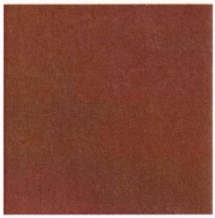
BENJAMIN MOORE
#2130-30
"ALMOST BLACK"

EXTERIOR FINISH SCHEME

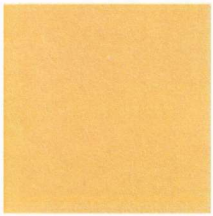
SECONDARY ANCHOR TENANT (WINCO FOODS)
PEBBLE CREEK MARKETPLACE
GOODYEAR, ARIZONA



METAL AWNING / STANDING SEAM
METAL ROOF
UNA-CLAD "SLATE GRAY"



BENJAMIN MOORE
#2094-30
"GIANT SEQUOIA"

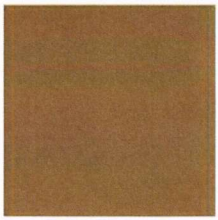


BENJAMIN MOORE
#2160-40
"ROASTED SESAME SEED"

BENJAMIN MOORE
#2160-50
"OKLAHOMA WHEAT"



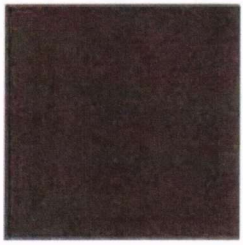
BENJAMIN MOORE
#2130-30
"ALMOST BLACK"



BENJAMIN MOORE
#HC-75
"MARYVILLE BROWN"

EXTERIOR FINISH SCHEME

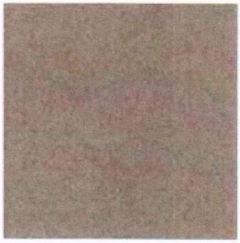
COLOR PALETTE 'A'
PEBBLE CREEK VILLAGE MARKETPLACE
GOODYEAR, ARIZONA



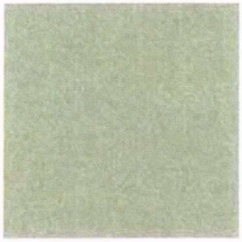
METAL AWNING / STANDING SEAM
METAL ROOF
UNA-CLAD "BRANDYWINE"



BENJAMIN MOORE
#2143-20
"ALLIGATOR GREEN"



BENJAMIN MOORE
#HC-62
"SOMERVILLE RED"

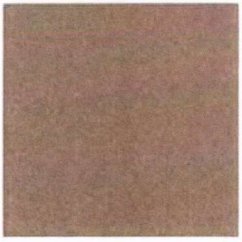


SHERWIN WILLIAMS
#HC-98
"PROVIDENCE OLIVE"

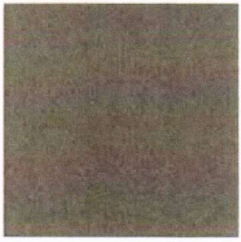
BENJAMIN MOORE
#2160-40
"ROASTED SESAME SEED"



BENJAMIN MOORE
#2107-40
"DRIFTWOOD"



BENJAMIN MOORE
#2094-30
"GIANT SEQUOIA"



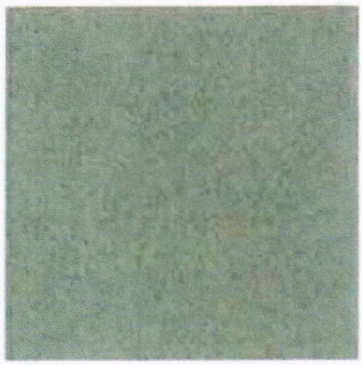
BENJAMIN MOORE
#2096-30
"GRANDFATHER CLOCK BROWN"



BENJAMIN MOORE
#2130-30
"ALMOST BLACK"

EXTERIOR FINISH SCHEME

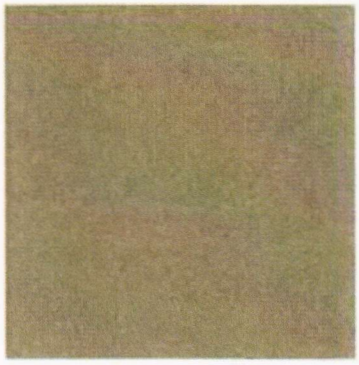
COLOR PALETTE 'B'
PEBBLE CREEK VILLAGE MARKETPLACE
GOODYEAR, ARIZONA



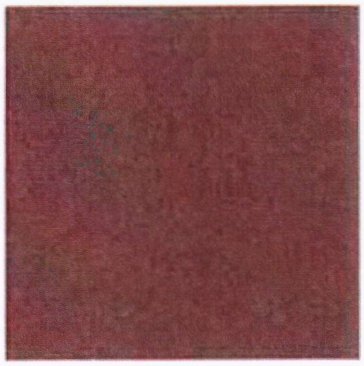
METAL AWNING / STANDING SEAM
METAL ROOF
UNA-CLAD "PATINA GREEN"



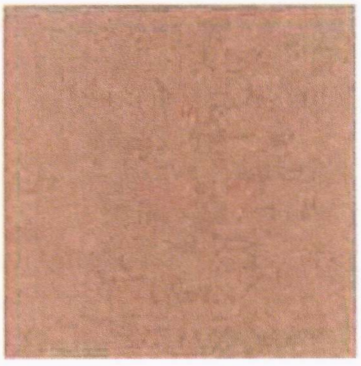
BENJAMIN MOORE
#2143-20
"ALLIGATOR GREEN"



BENJAMIN MOORE
#HC-75
"MARYVILLE BROWN"



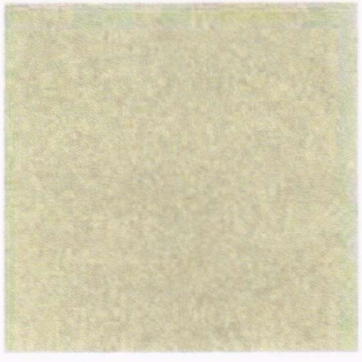
BENJAMIN MOORE
#2082-20
"PLUM RAISIN"



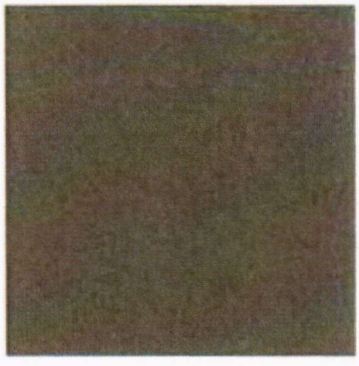
BENJAMIN MOORE
#HC-51
"AUDOBON RUSSET"



BENJAMIN MOORE
#HC-46
"JACKSON TAN"



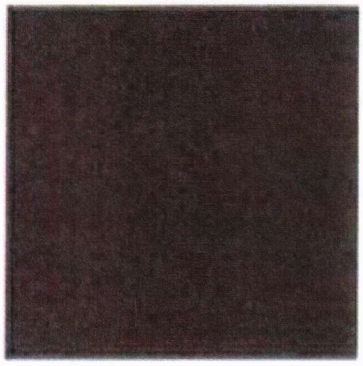
BENJAMIN MOORE
#HC-47
"BROOKLINE BEIGE"



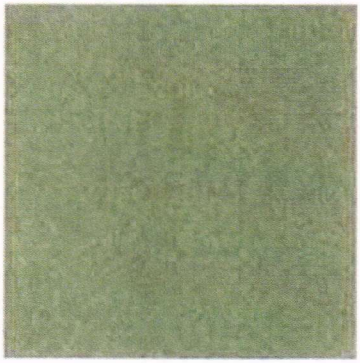
BENJAMIN MOORE
#2096-20
"CHOCOLATE TRUFFLE"

EXTERIOR FINISH SCHEME

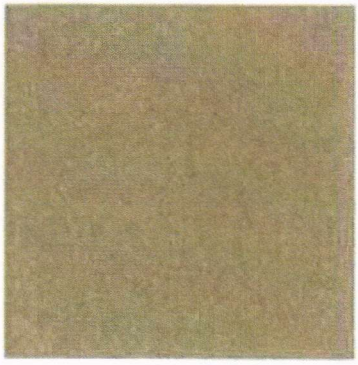
COLOR PALETTE 'C'
PEBBLE CREEK VILLAGE MARKETPLACE
GOODYEAR, ARIZONA



METAL AWNING / STANDING SEAM
METAL ROOF
UNA-CLAD "BRANDYWINE"

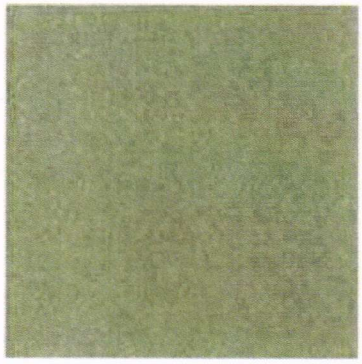


BENJAMIN MOORE
#2143-20
"ALLIGATOR GREEN"

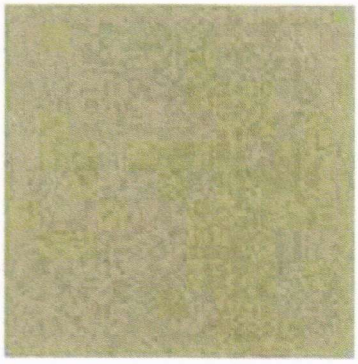


BENJAMIN MOORE
#HC-75
"MARYVILLE BROWN"

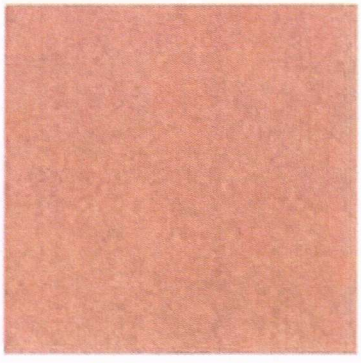
BENJAMIN MOORE
#2160-50
"OKLAHOMA WHEAT"



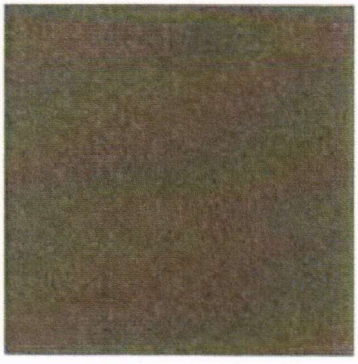
BENJAMIN MOORE
#HC-19
"NORWICH BROWN"



BENJAMIN MOORE
#HC-46
"JACKSON TAN"



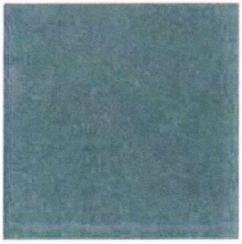
BENJAMIN MOORE
#2089-30
"PINK MIX"



BENJAMIN MOORE
#2096-20
"CHOCOLATE TRUFFLE"

EXTERIOR FINISH SCHEME

COLOR PALETTE 'D'
PEBBLE CREEK VILLAGE MARKETPLACE
GOODYEAR, ARIZONA



METAL AWNING / STANDING SEAM
METAL ROOF
UNA-CLAD "HEMLOCK GREEN"

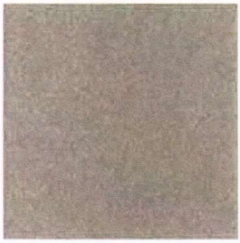


BENJAMIN MOORE
#2143-20
"ALLIGATOR GREEN"

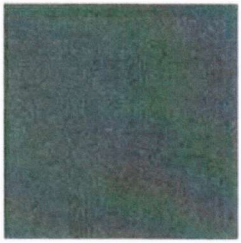


BENJAMIN MOORE
#2097-40
"SANTA FE TAN"

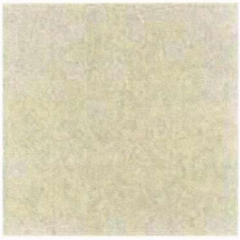
BENJAMIN MOORE
#2156-40
"AUGUST MORNING"



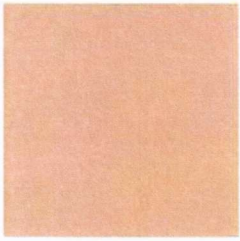
BENJAMIN MOORE
#2099-40
"AUTUMN BROWN"



BENJAMIN MOORE
#HC-160
"KNOXVILLE GRAY"



BENJAMIN MOORE
#HC-47
"BROOKLINE BEIGE"



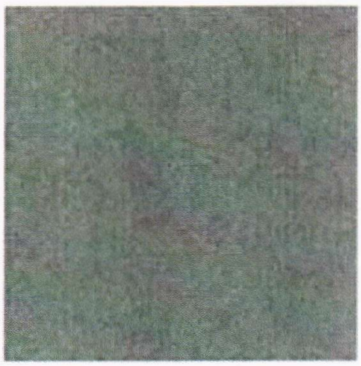
BENJAMIN MOORE
#2175-40
"ADOBE DUST"



BENJAMIN MOORE
#2096-20
"CHOCOLATE TRUFFLE"

EXTERIOR FINISH SCHEME

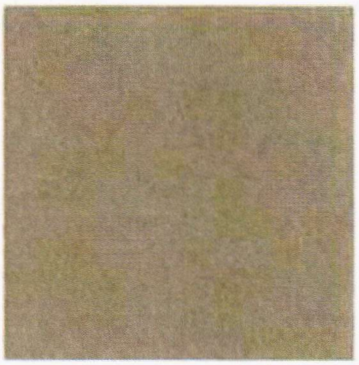
COLOR PALETTE 'E'
PEBBLE CREEK VILLAGE MARKETPLACE
GOODYEAR, ARIZONA



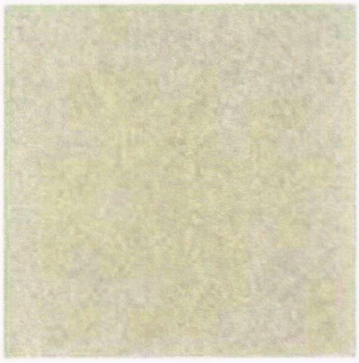
METAL AWNING / STANDING SEAM
METAL ROOF
UNA-CLAD "SLATE GRAY"



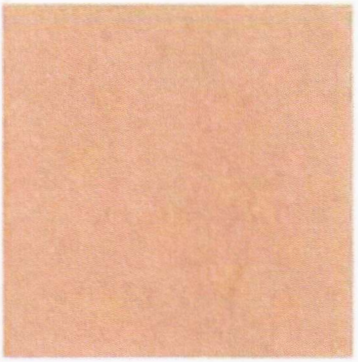
BENJAMIN MOORE
#2143-20
"ALLIGATOR GREEN"



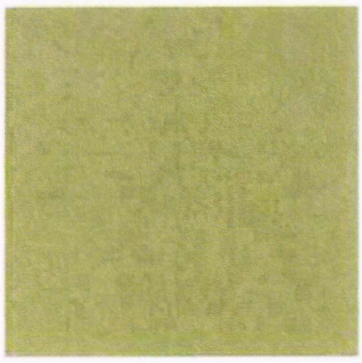
BENJAMIN MOORE
#HC-75
"MARYVILLE BROWN"



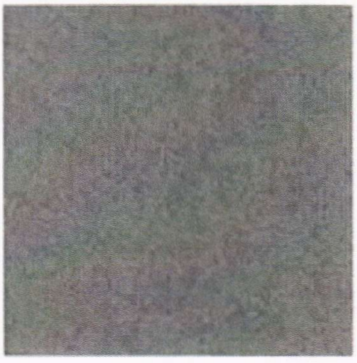
BENJAMIN MOORE
#HC-47
"BROOKLINE BEIGE"



BENJAMIN MOORE
#2175-40
"ADOBE DUST"



BENJAMIN MOORE
#HC-16
"LIVINGSTON GOLD"



BENJAMIN MOORE
#2113-40
"CINNAMON SLATE"

Aerial Photo Exhibit
Case No. P25-00108
Pebble Creek Marketplace 2ndAmended PAD



Project Narrative:

PebbleCreek (Village) Marketplace 2nd Amended Planned Area Development

Staff initiated rezone to remove the CSP from the PAD document so that the CSP may be amended and approved through the CSP Process.

PebbleCreek Marketplace

CSP Amendment

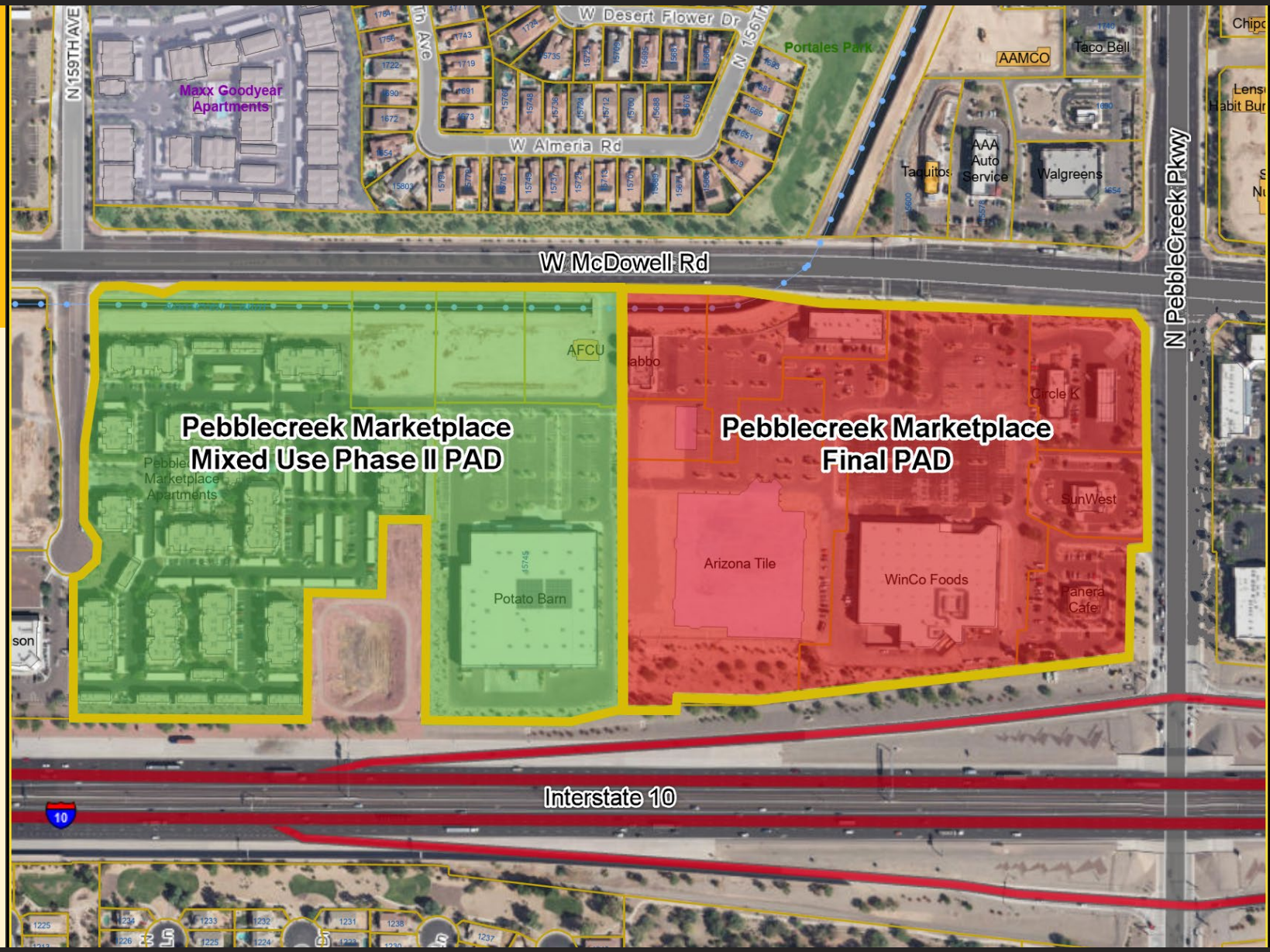


PebbleCreek Marketplace

CSP Amendment

Two Separate PADs

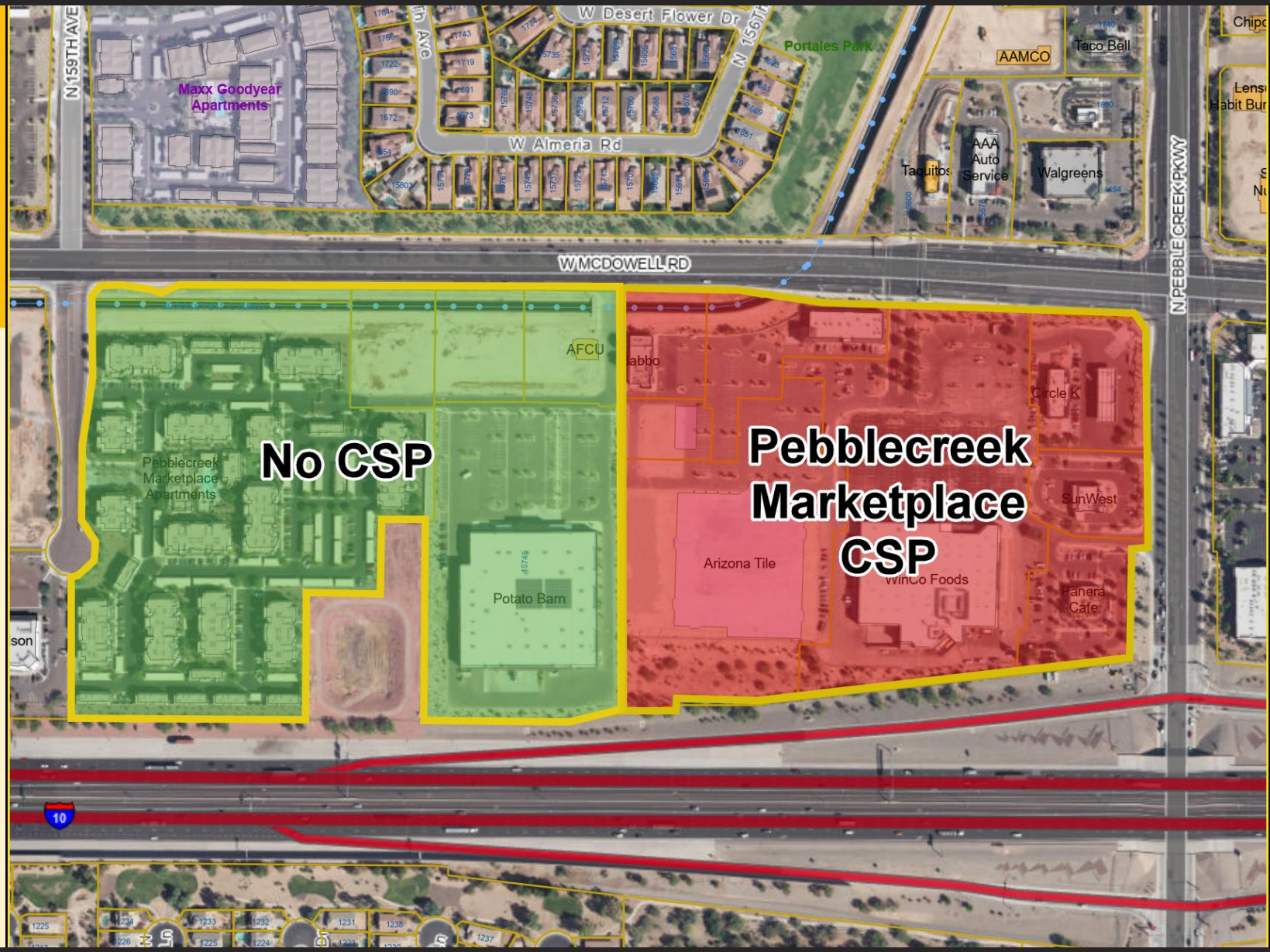
- 55-acre site



PebbleCreek Marketplace

CSP Amendment

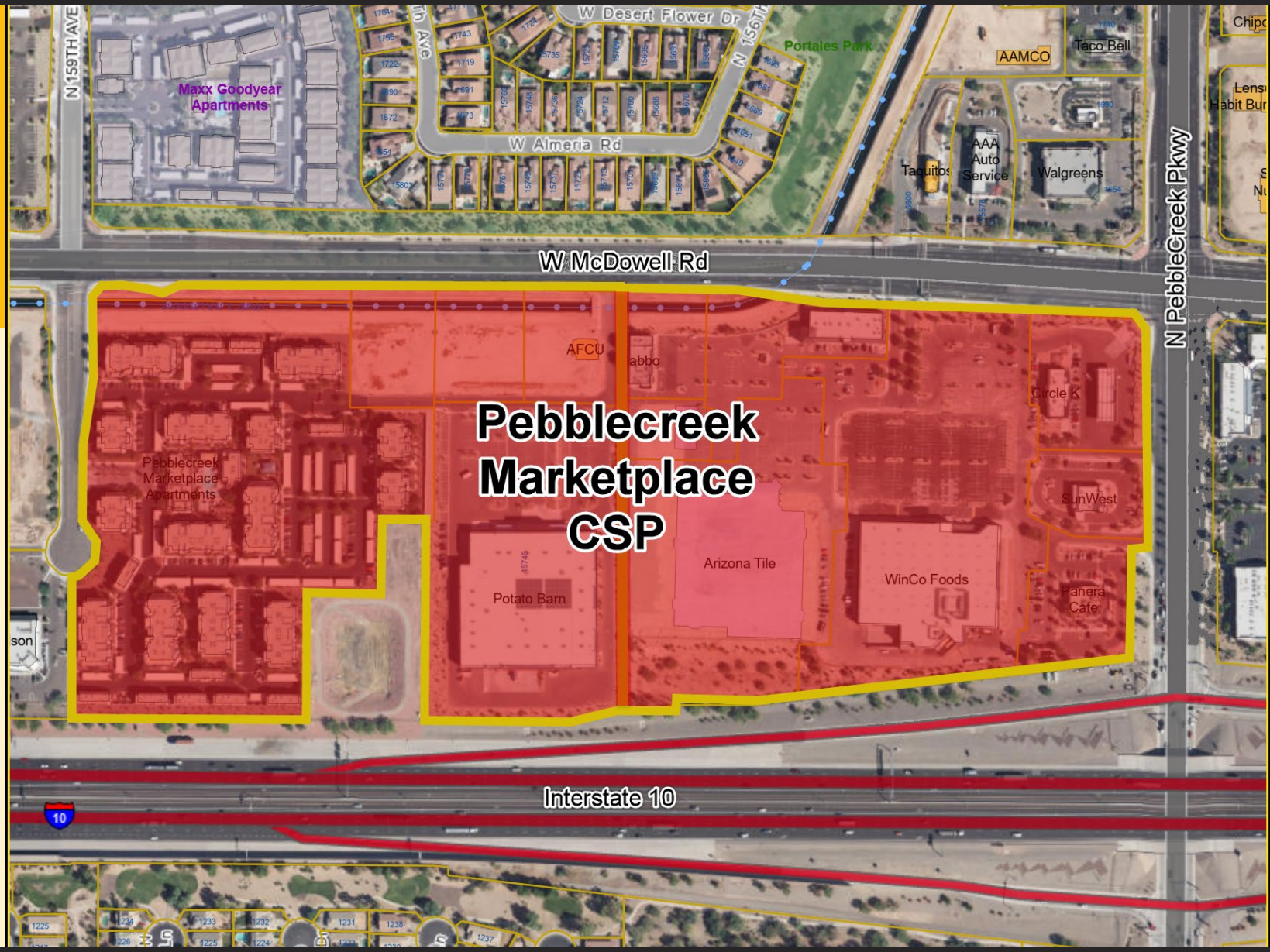
- Active CSP applies to 25 acres
- No current CSP for 30 acres



PebbleCreek Marketplace

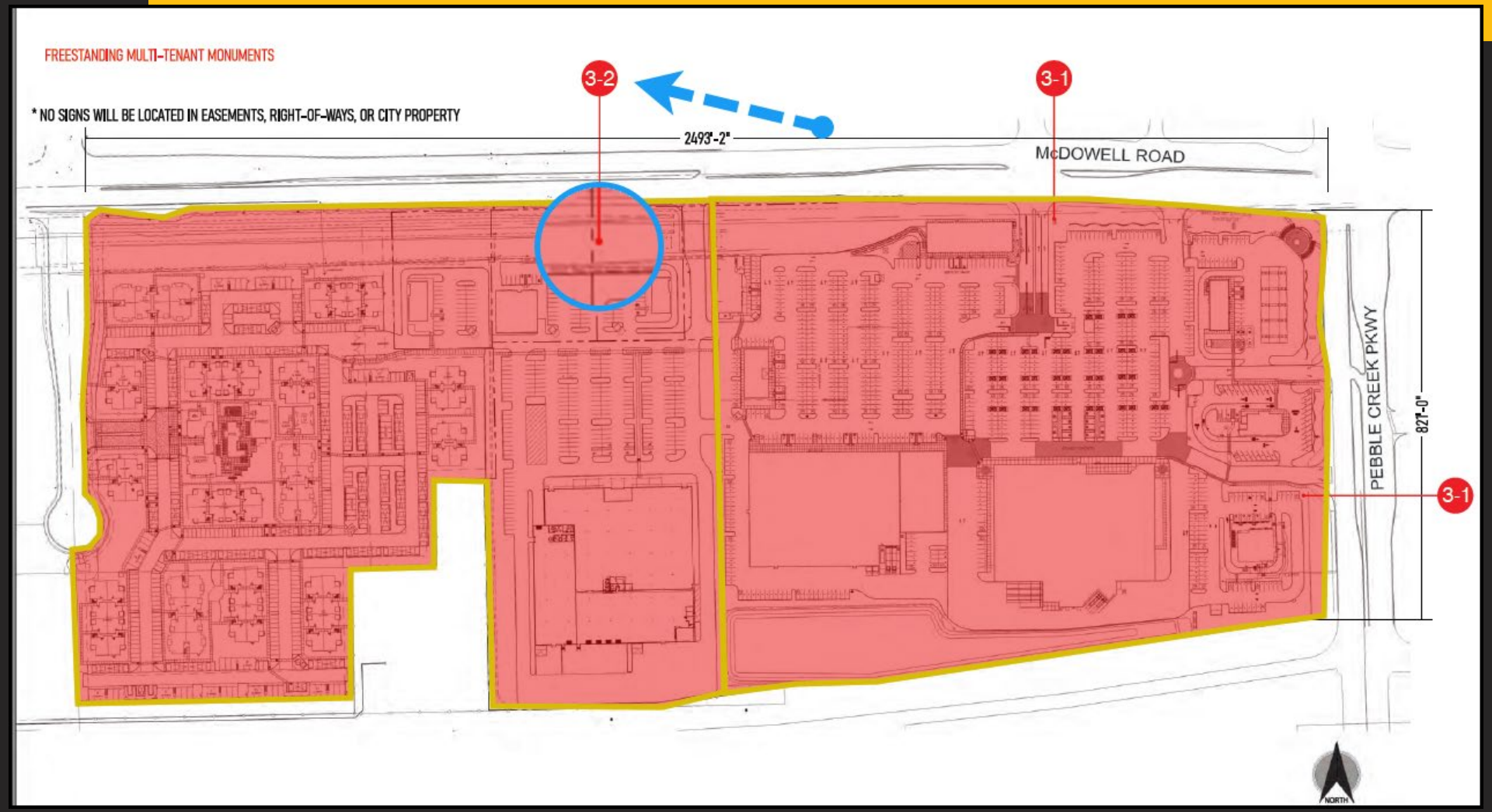
CSP Amendment

- One CSP for the 55-acre site
- Design standards unchanged



PebbleCreek Marketplace

CSP Amendment



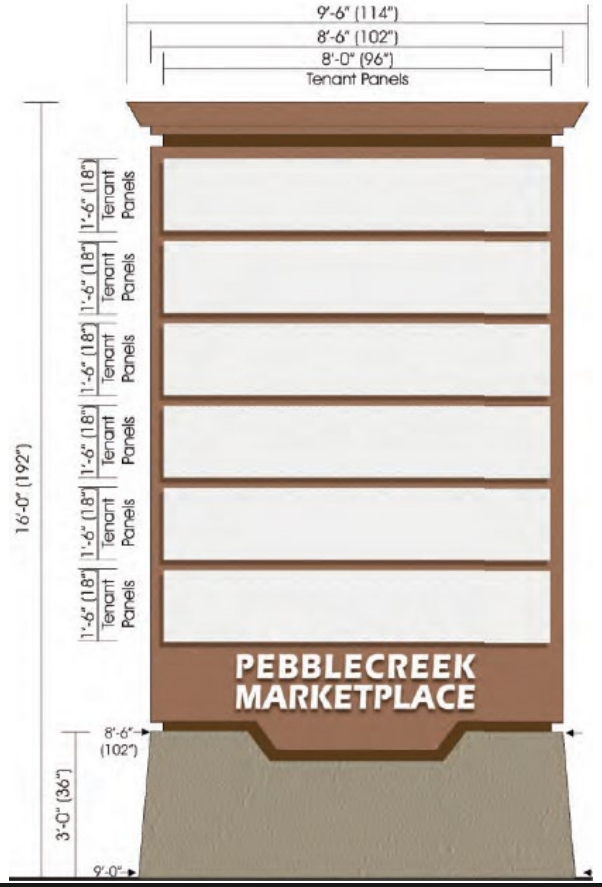
PebbleCreek Marketplace

CSP Amendment

EXISTING MONUMENT SIGNS



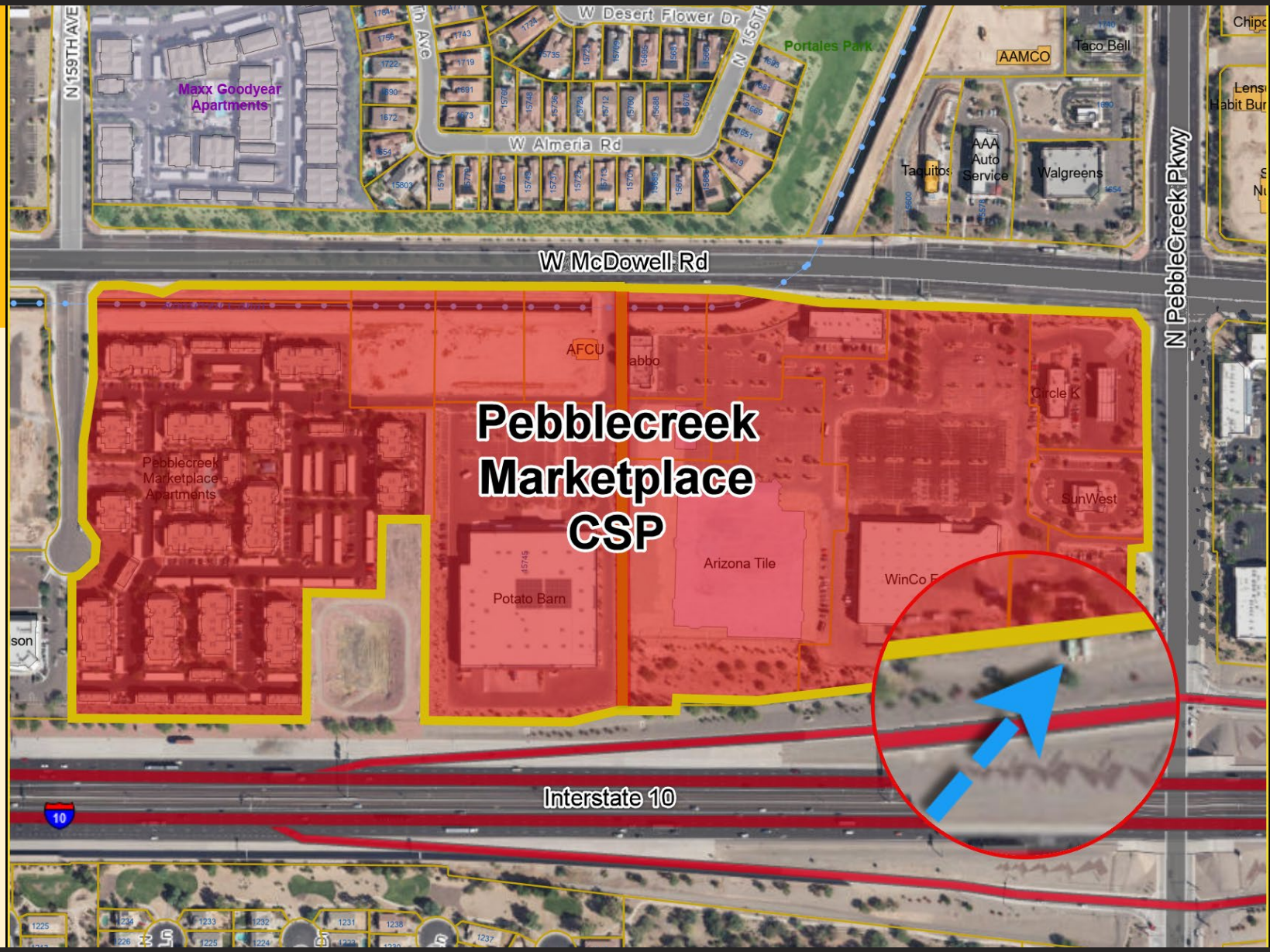
PROPOSED ADDITIONAL MONUMENT SIGN



PebbleCreek Marketplace

CSP Amendment

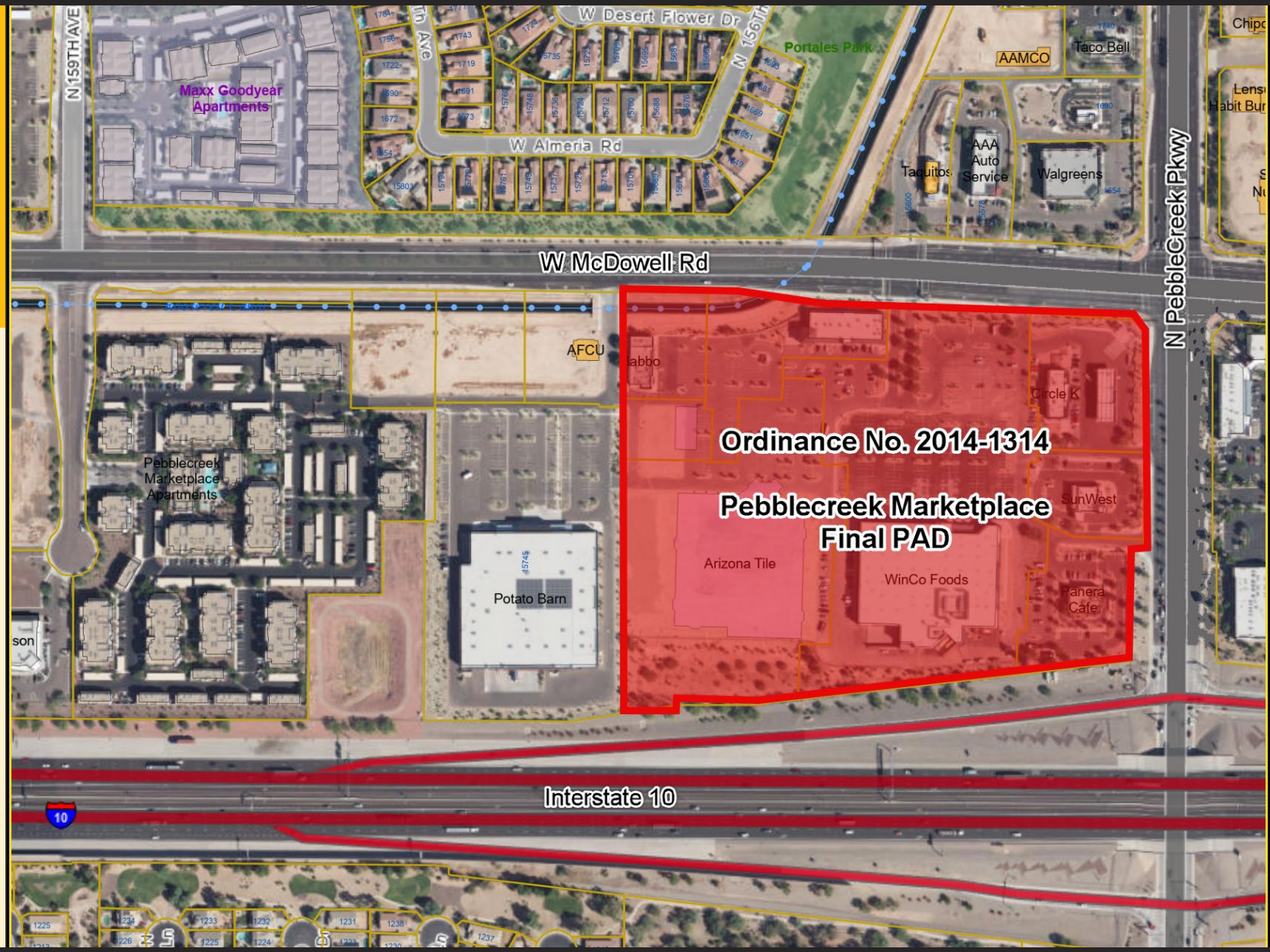
- Approve new CSP
- Freeway pylon signage allowance
- Design standards unchanged



PebbleCreek Marketplace

Rezone

- CSP is attached to Zoning
- Request: Rezone to remove CSP

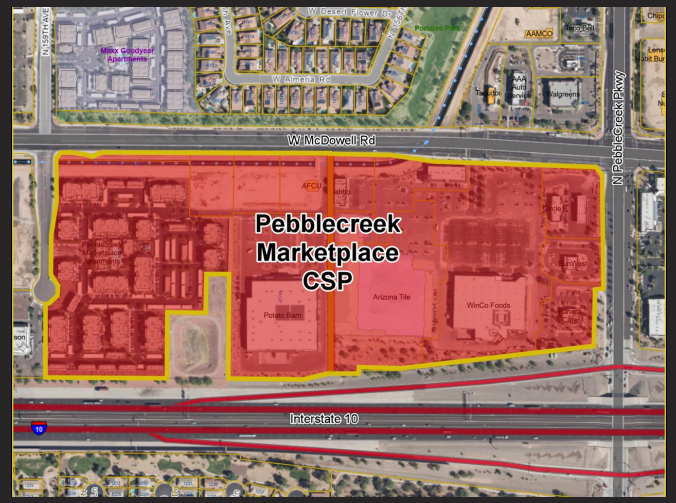


PebbleCreek Marketplace

CSP Amendment & Request to Rezone

Option 1: Staff/PZ Recommendation

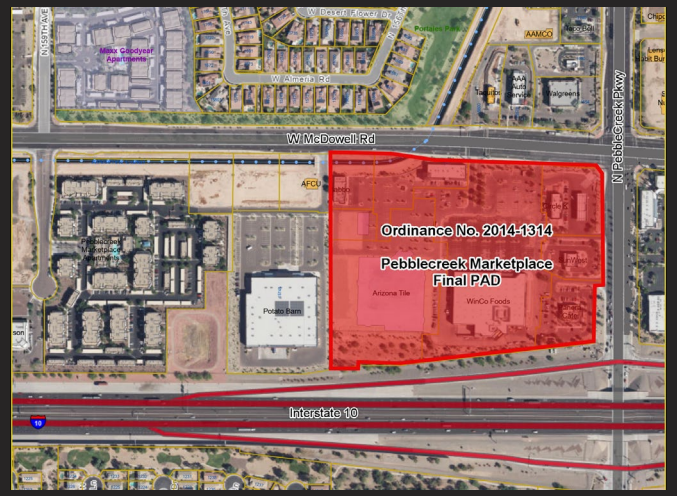
1. Approve Rezone – Remove CSP from Zoning
2. Approve CSP Amendment



Option 2:

1. Do not Approve the rezone request

- CSP would not move forward



ITEM #: 14.
DATE: 06/23/2025
AI #:2702

CITY COUNCIL ACTION REPORT

SUBJECT: THIRD AMENDMENT TO THE COMPREHENSIVE SIGN PACKAGE (CSP) FOR PEBBLECREEK MARKETPLACE

STAFF PRESENTER(S): Christian M. Williams, Planning Manager

SUMMARY

A request to amend the PebbleCreek Marketplace CSP, located south of McDowell Road and west of Pebble Creek Parkway.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the PebbleCreek Marketplace 3rd Amended CSP dated May 2025, subject to stipulations. (Christian M. Williams, Planning Manager)

STIPULATIONS

All signs shall be in conformance with the PebbleCreek Marketplace CSP dated May 2025; and
Off-site signage is prohibited; and
No signage shall be placed within city rights-of-way.

FISCAL IMPACT

There is no direct budget impact associated with the approval of the PebbleCreek Marketplace CSP.

BACKGROUND AND PREVIOUS ACTIONS

The PebbleCreek Marketplace CSP applies to approximately 55 acres of mixed-use commercial and multi-family commercial property as shown in the aerial photo in Attachment B. The entire 55 acres encompasses two separate but adjoining areas that are each zoned Planned Area Development (PAD). The PebbleCreek Marketplace Final PAD was approved in 2014 by the adoption of Ordinance No. 14-1314 and encompasses approximately 25 acres that is designated mixed-uses for office and retail related uses and has an underlying zoning

of General Commercial (C-2). The Pebble Creek Marketplace Mixed Use Phase 2 PAD was approved on June 25, 2018, by the adoption of Ordinance No. 2018-1403, and encompasses approximately 30 acres of multi-family and General Commercial (C-2) uses. The intent of both PADs is to create a mixed-use environment that creates pedestrian connections between commercial and residential areas.

A CSP for the PebbleCreek Marketplace PAD has been created and amended twice, with Council approval. The Pebble Creek Marketplace Mixed Use Phase 2 PAD does not have approved CSP sign standards, therefore Article 7, Sign Regulation, of the Goodyear Zoning Ordinance applies. This request to amend the current PebbleCreek Marketplace CSP will include Pebble Creek Marketplace Mixed Use Phase 2 PAD.

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 (P&Z) Commission and approved by the City Council.

The Airport Gateway at Goodyear CSP requests modifications to the standards in Article 7 and therefore requires P&Z Commission review and City Council approval.

Details of the Request:

The request is to approve the third amendment to the PebbleCreek Marketplace CSP (Attachment A), which encompasses the 55-acre area within the Pebble Creek Marketplace Mixed Use Phase 2 and PebbleCreek Marketplace. The materials, color palette, and design theme detailed in the existing PebbleCreek Marketplace CSP will be utilized throughout the whole 55-acre area, providing for a cohesive look to the center.

A brief description of the proposed signage, including any deviations from the city's sign regulations in Article 7 of the Goodyear Zoning Ordinance, is provided below:

1. Multi-Tenant Monument Sign
The third amended PebbleCreek Marketplace CSP proposes one (1) additional multi-tenant monument sign, sixteen feet (16') in height with up to seventy-two (72) square feet of copy area. This multi-tenant monument sign will allow tenants within the center to locate on a single multi-tenant sign along McDowell Road. This monument sign is a deviation from the maximum height of twelve feet (12') and the maximum copy area of forty-eight (48) square feet as stated in Article 7.

2. Freeway Pylon Sign
The third amended PebbleCreek Marketplace CSP proposes to allow users within the

bounds of the Pebble Creek Marketplace Mixed Uses PAD to advertise on the existing freeway pylon sign. No deviations to the freeway pylon design itself are being requested.

Evaluation Criteria:

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

1. Size and Height: The 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.

The PebbleCreek Marketplace 3rd Amended CSP proposes one (1) additional sixteen feet (16') multi-tenant monument sign along McDowell Road to provide adequate tenant signage visibility along McDowell Road. McDowell Road is a major arterial where traffic speeds are higher, and a larger sign is more easily identifiable to a passerby. Also, the multi-tenant monument sign design and specifications match the adjacent multi-tenant monument signs for PebbleCreek Marketplace. The requested size enhancement is supportable because it creates a comprehensive and coordinated approach between the adjacent commercial centers.

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 PebbleCreek Marketplace 3rd Amended CSP 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 PebbleCreek Marketplace 3rd Amended CSP intended design, colors, and materials of the proposed signage is contemporary southwest, with an eclectic mix of shapes and earth tones. The sign system is derived from the surrounding building architecture, creating a cohesive design package throughout the project. The selected project colors used in the architectural package will also be used throughout the signage package to unify the signage with the site. Staff find the proposed PebbleCreek Marketplace 3rd Amended CSP will promote signage within the campus that is complementary to PebbleCreek Marketplace, 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 CSP 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 subject property is a mixed-use area that includes commercial and multi-family development. The proposed signage CSP will not adversely impact these surrounding uses given their size, location and orientation should match the intensity of these surrounding developments and their associated signage. As such, staff find the intended signage will not adversely affect any adjacent land uses and is therefore appropriate and supportable.

The P&Z Commission considered this item at their regular meeting on June 11, 2025. The P&Z Commission unanimously voted (4-0) to forward a recommendation of approval to the City Council. There was no public opposition to this item voiced at the meeting.

Staff Findings:

The request for the third amendment to the PebbleCreek Marketplace CSP (Attachment A) 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

Comprehensive Sign Package

COMPREHENSIVE SIGN PACKAGE

W.M. Grace Development C.C.

6925 E. Scottsdale Rd.
Phoenix, AZ 85250

Pebblecreek Marketplace

SWC Of McDowell Rd & Pebble Creek Pkwy
Goodyear, AZ

May 2025

Prepared by:

BOOTZ & DUKE SINCE 1964 Signs

- ADDRESS: 2831 W. Weldon Ave. | Phoenix, AZ 85017
- PHONE: 602-272-9356
- FAX: 602-272-4608
- www.bootzandduke.com

PEBBLECREEK MARKETPLACE

INTRODUCTION

This Comprehensive Sign Program has been established with the purpose of assuring an outstanding retail shopping experience to the mutual benefit of the general public and all Pebble Creek Marketplace Tenants.

Properly adhered to, the criteria will ensure that tenant identification is consistent in quality and is compatible with the overall architectural character of the center and competitive with surrounding established retail centers.

This proposed package has been divided into two sections, the first being the freestanding signage elements, the second being building wall signs. Each section and sign type explains if the signage meets the current ordinance, or if it will required PAD approval for the requested square footage or usage that exceeds the current code restrictions. The written descriptions for the elements outline the reasons for the requests.

All signs depicted in this comprehensive program may be constructed and installed at the sole and absolute discretion of the owner and the developer of the individual approving owner's block. All signs will need city permits prior to installation.

BOOTZ & DUKE SINCE 1964 Signs

2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

FREESTANDING SIGNS INTRODUCTION

Freestanding Signs Introduction

Pebblecreek Marketplace is a multi-tenant retail center located on the southwest corner of Pebblecreek Parkway and Interstate 10.

Project Colors and Materials

The appearance of Pebblecreek Marketplace is contemporary southwest, with an eclectic mix of shapes and earth tones. The sign system is derived from the architecture, creating a cohesive design package throughout the project.

The project colors used in the architectural package will also be used throughout the signage package to unity the signage with the site.

The more bold colors will be used in areas that will not be changed to maintain a consistency in the signage elements.

Lighter colors in the palette will be used in the areas where tenants could change. Lighter colors will not exhibit as much color change when new panels are placed adjacent to older ones.

BOOTZ & DUKE SINCE 1964
Signs
2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

PEBBLECREEK MARKETPLACE

FREESTANDING SIGN MATRIX

SIGN NUMBER	TYPE/DESCRIPTION	QTY	OVERALL HEIGHT	LOCATION	CENTER ID SQUARE FOOTAGE	TENANT PANEL SQUARE FOOTAGE	NUMBER OF TENANT PANELS
1	MAIN PROJECT ID	1	1'-0" (12") LETTERS ON A 3'-0" (36") WALL	N.E.C. OF MCDOWELL ROAD & PEBBLECREEK	30 SQUARE FEET	N/A	N/A
2	FREEWAY PYLON	1	58'-0" TALL FROM GRADE	ALONG I-10 FRONTAGE	92 SQUARE FEET	450 SQUARE FEET	8 TENANT PANELS
3	FREESTANDING MULTI-TENANT MONUMENT	4	16'-0" TALL FROM GRADE	2 - ALONG MCDOWELL RD 2 - ALONG PEBBLECREEK	10.2 SQUARE FEET	UP TO 72 SQUARE FEET	UP TO 8 TENANT PANELS
4	TRAFFIC DIRECTIONAL	PER GOODYEAR ZONING ORDINANCE	4'-0" TALL FROM GRADE	PER GOODYEAR ZONING ORDINANCE	N/A	N/A	N/A
5	DRIVE-THRU MENU	PER GOODYEAR ZONING ORDINANCE	6'-0" TALL FROM GRADE	PER GOODYEAR ZONING ORDINANCE	N/A	N/A	N/A
6	FUEL CENTER GROUND SIGN	2	6'-0" TALL FROM GRADE	1 - ALONG MCDOWELL RD 1 - ALONG PEBBLECREEK	N/A	16 SQUARE FEET	1

BOOTZ & DUKE SINCE 1964 Signs
2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

Code Standards for All Freestanding Signs

Landscape Requirements
For all multi-tenant freestanding signs, a landscaped area shall be provided on premises at the street frontage at the base of the sign, which shall extend a minimum of four (4) feet beyond the perimeter section of the sign structure at its widest point.

Setbacks
No signs shall be located in any public right of way but may be located at the property line with the leading edge of the sign.

*All Electrical service to all freestanding signs will be buried underground on a separate permit by others.

PEBBLECREEK MARKETPLACE

Freestanding Sign Hierarchy

PebbleCreek Marketplace will feature various freestanding signs. Below is the project's freestanding sign type hierarchy and locations.

Sign Type 1-MAIN PROJECT ID
Low profile project identification corner wall sign integrated with architectural materials and colors. Re-zoning stipulations required at corner for Pebble Creek Marketplace feature.

Sign Type 2-FREEWAY PYLON
These signs will identify the project and list the Junior Anchors in the project per sign for a total of one (1) identification location. Sign will be located along I-10 Frontage. Will maintain a minimum 15' set back from Freeway Right-of-Way.

Sign Type 3-FREESTANDING MULTI-TENANT MONUMENT SIGN
These signs will identify the project and list Junior Anchors and Shop/Pad tenants without visibility from the right-of-way. A total of four (4) identification locations, 2 along McDowell Road and 2 along Pebble Creek

Sign Type 4-Traffic Directional
These signs will provide vehicular oriented information on site as well as along roadways for special/restricted entry points and Drive -Thru locations

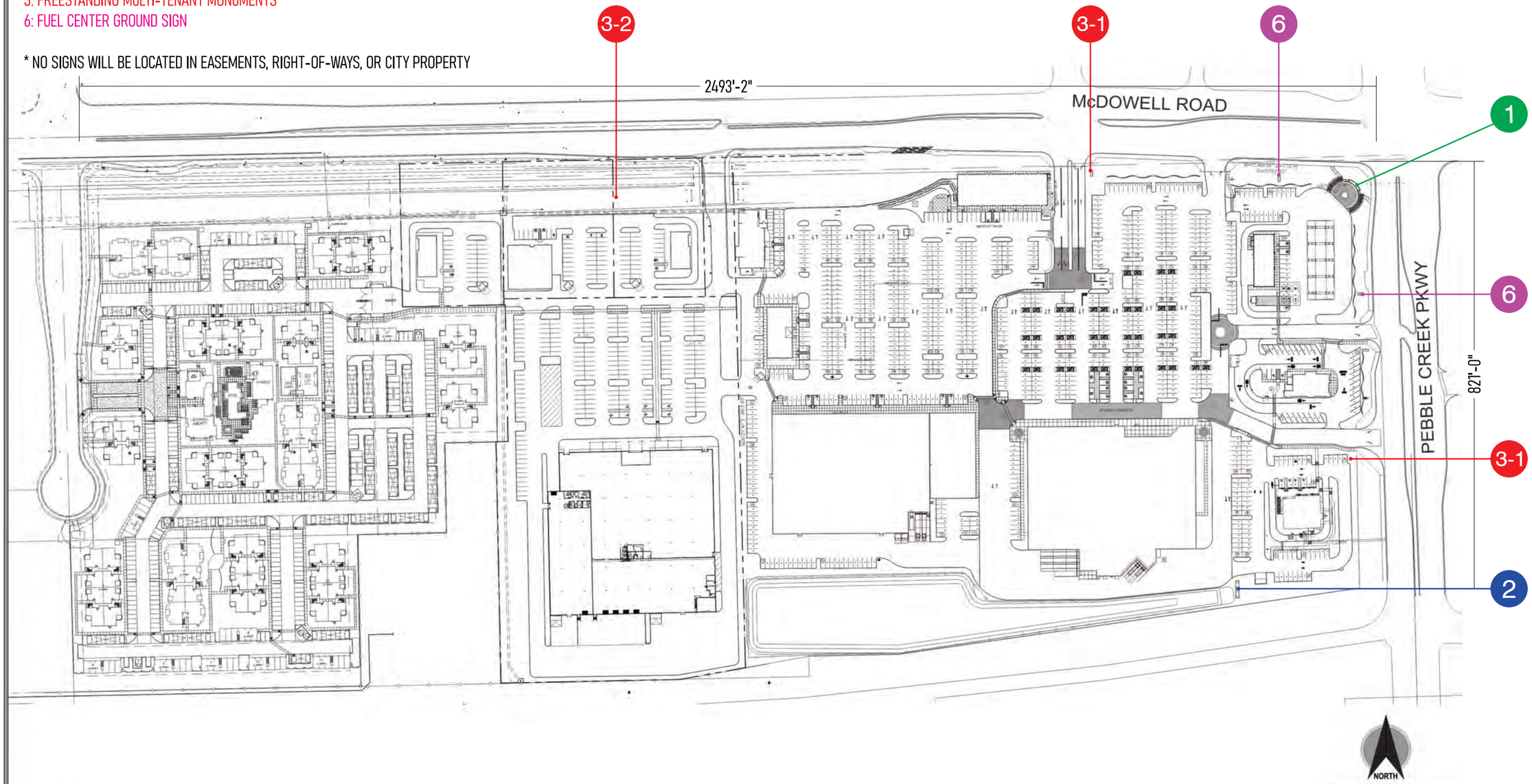
Sign Type 5-Drive-Thru Menu Boards
These signs will provide menu information for vehicular oriented information on site and for special/restricted entry points, drive-thru, etc.

Sign Type 6-Fuel Center Ground Sign
These signs will identify the fuel center with tenant panels and will also identify fuel center pricing. Located on Pebblecreek Parkway and McDowell Rd.

BOOTZ & DUKE SINCE 1964
Signs
2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

1: MAIN ID
2: FREEWAY PYLON
3: FREESTANDING MULTI-TENANT MONUMENTS
6: FUEL CENTER GROUND SIGN

* NO SIGNS WILL BE LOCATED IN EASEMENTS, RIGHT-OF-WAYS, OR CITY PROPERTY



SCALE: 1" = 200'
DATE: 06.18.21

1 PROPOSED SITE PLAN

PEBBLE CREEK MARKETPLACE

BOOTZ & DUKE SINCE 1964
Signs
2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

Sign Type : Main Project ID
Located on the Northeast corner of the project, at the intersection of McDowell Road and Pebblecreek Pkwy. This sign is integrated with the project landscape wall materials and design theme.

Sizes

Wall Height-Max height of 3’-0”
Lettering measures 12” x 30’-0” for a total 30 s.f.

Construction

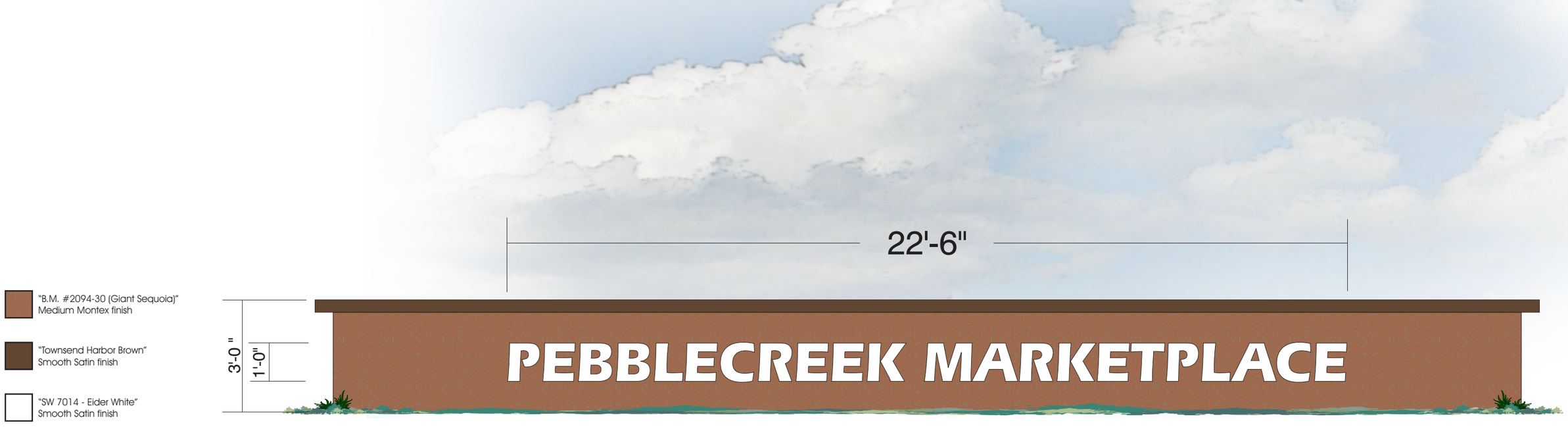
Wall and Cap -Masonry with stucco painted finish.
Lettering: Individual letters flush mounted to wall.

Colors

Wall Color to match building
Lettering painted to match Building, exact color to be determined

Illuminations

Ground mounted up-lighting from landscape fixtures



"B.M. #2094-30 (Giant Sequoia)"
Medium Montex finish

"Townsend Harbor Brown"
Smooth Satin finish

"SW 7014 - Eider White"
Smooth Satin finish

Scale: 3/8”=1’

PEBBLECREEK MARKETPLACE

SIGN TYPE: 2 - FREEWAY PYLON

BOOTZ & DUKE SINCE 1964
Signs
2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

FREEWAY PYLON SIGN

There is one (1) freeway pylon located along the I-10 frontage to identify the project and six tenants

Project ID

Material: Aluminum cabinets

Height: 58'-0" Overall

Project ID: Individual pan channel letters mounted to aluminum cabinet. 92 sq ft sign area (Project ID)

Colors: Logo area: Varying Shades
Base Color: B.M. #2107-40 Driftwood
Project ID Panel: B.M. #2094-30 Giant Sequoia
Letters: SW 7014 Elder White
Reveals: Townsend Harbor Brown

Illumination: Logo - Internal Fluorescent backlit lamps
ID - Internal face lighted

Tenant Panels

Materials: Aluminum cabinet faces with routed tenant copy and acrylic back up

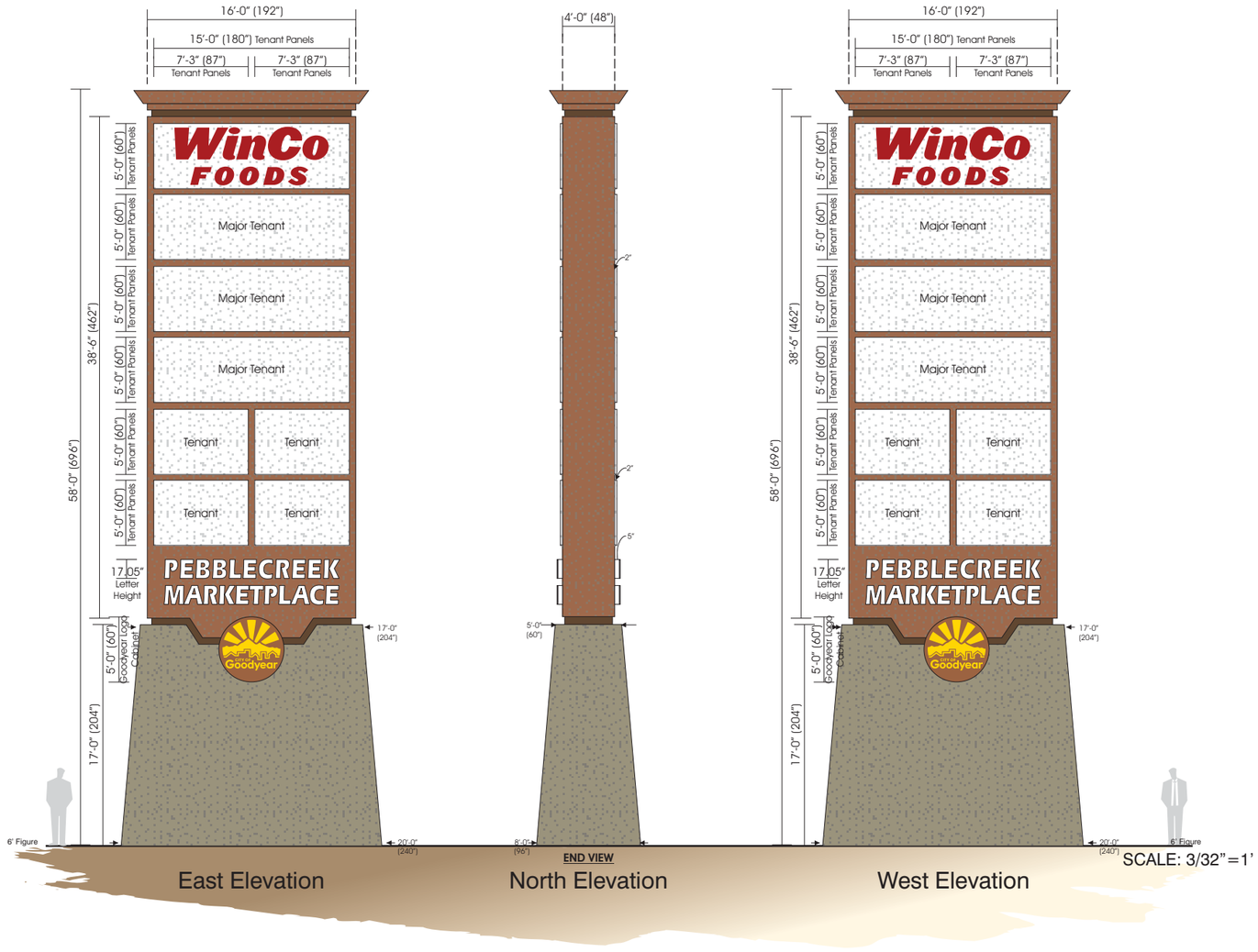
Color: Panels: SW 7014 Elder White
Graphics: Per Tenant Corporate standard colors and logo/letter style

Size: Panel Area: 5'-0" x 15'-0"
75 sq ft / Total 450 sq ft

Illumination: Internal Fluorescent Lighting

*As per regulation 4-2-9 of the zoning ordinance, the freeway pylon sign will be placed a minimum of 15ft back of the right-of-way.

*Use Permit No. 19-300-0005



"SW 7014 - Eider White" Medium Montex finish

"B.M. #2107-40 (Driftwood)" Medium Montex finish

"B.M. #2094-30 (Giant Sequoia)" Medium Montex finish

"Townsend Harbor Brown" Smooth Satin finish

"SW 7014 - Eider White" Smooth Satin finish

PEBBLECREEK MARKETPLACE

SIGN TYPE: 3-1
FREESTANDING MULTI-TENANT MONUMENT (8 PANELS)

BOOTZ & DUKE SINCE 1964
Signs
2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

FREESTANDING MULTI-TENANT MONUMENT

There are four (4) multi-tenant monument signs located along the street frontages to identify the project. Three (3) of which have 8 panels, one (1) of which has 6 panels.

Project ID

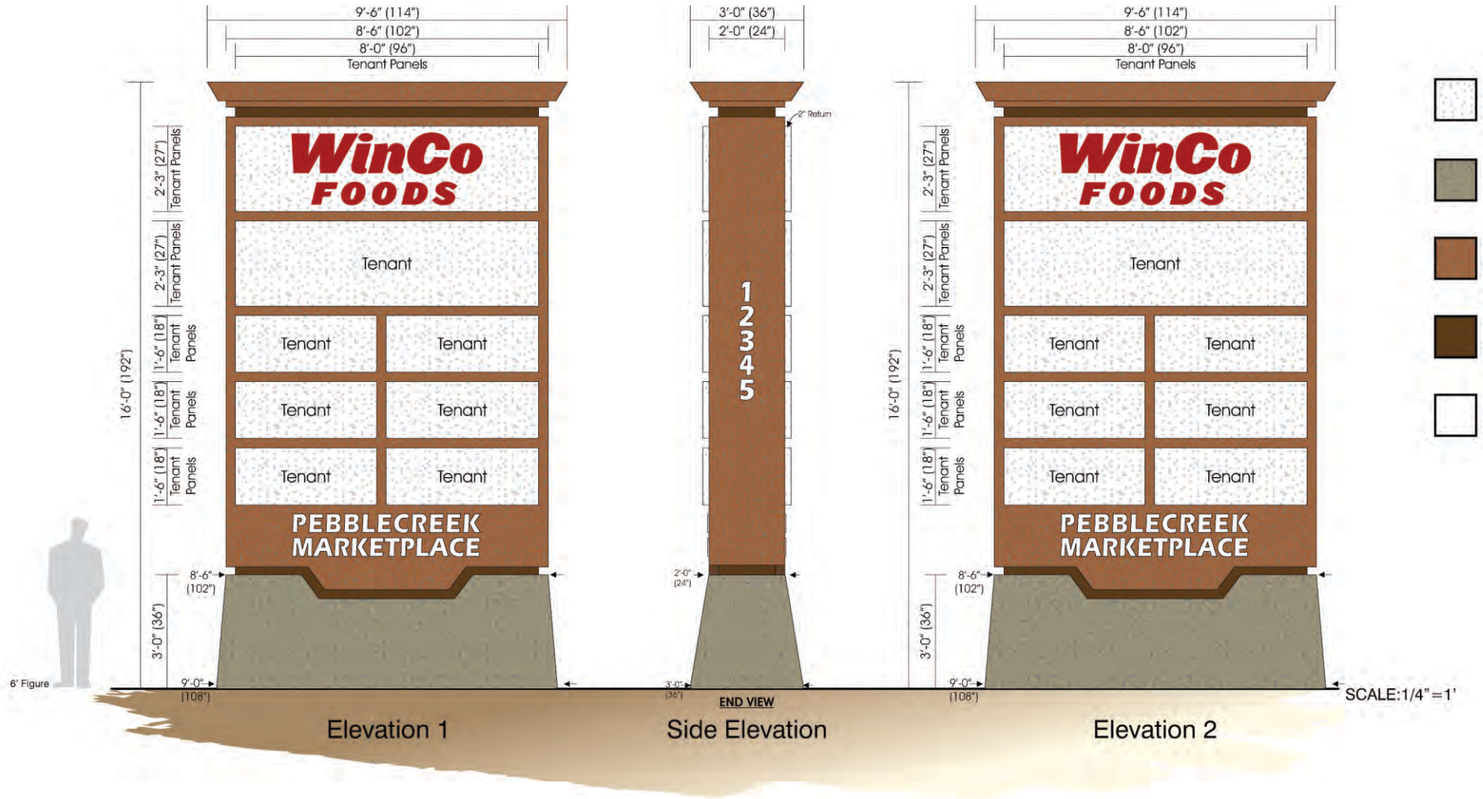
Material:	Aluminum cabinets
Height:	16'-0" Overall
Project ID:	Routed out copy from the cabinet with ½" White Acrylic Push backed with 1/8" Clear SG Plex backing the push thru. 10.2 sq ft sign area (Project ID)
Colors:	Base Color: B.M. #2107-40 Driftwood Project ID Panel: B.M. #2094-30 Giant Sequoia Letters: SW 7014 Elder White Reveals: Townsend Harbor Brown
Illumination:	Logo - Internal Fluorescent backlit lamps ID - Internal face lighted

Tenant Panels

Materials:	Aluminum cabinet faces with routed tenant copy and acrylic back up
Color:	Panels: SW 7014 Eider White Graphics: Per Tenant Corporate standard colors and logo/letter style
Size:	Panel Area: 1'-10½" x 6'-0" 11-1/4 sq ft / Total 67½ sq ft
Illumination:	Internal Fluorescent Lighting

Address Numbers

Materials:	.25" flat cut out Aluminum
Color:	SW 7014 Eider White
Size:	6½" Letter Height



PEBBLECREEK MARKETPLACE

SIGN TYPE: 3-2
FREESTANDING MULTI-TENANT MONUMENT (6 EQUAL PANELS)

BOOTZ & DUKE SINCE 1964 Signs
2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

FREESTANDING MULTI-TENANT MONUMENT

There are four (4) multi-tenant monument signs located along the street frontages to identify the project. Three (3) of which have 8 panels, one (1) of which has 6 panels.

Project ID

Material: Aluminum cabinets

Height: 16'-0" Overall

Project ID: Routed out copy from the cabinet with ½" White Acrylic Push backed with 1/8" Clear SG Plex backing the push thru.
10.2 sq ft sign area (Project ID)

Colors: Base Color: B.M. #2107-40 Driftwood
Project ID Panel: B.M. #2094-30 Giant Sequoia
Letters: SW 7014 Elder White
Reveals: Townsend Harbor Brown

Illumination: Logo - Internal Fluorescent backlit lamps
ID - Internal face lighted

Tenant Panels

Materials: Aluminum cabinet faces with routed tenant copy and acrylic back up

Color: Panels: SW 7014 Eider White
Graphics: Per Tenant Corporate standard colors and logo/letter style

Size: Panel Area: 1'-6" x 8' = 12 s.f./ea panel
Total: 72 s.f.

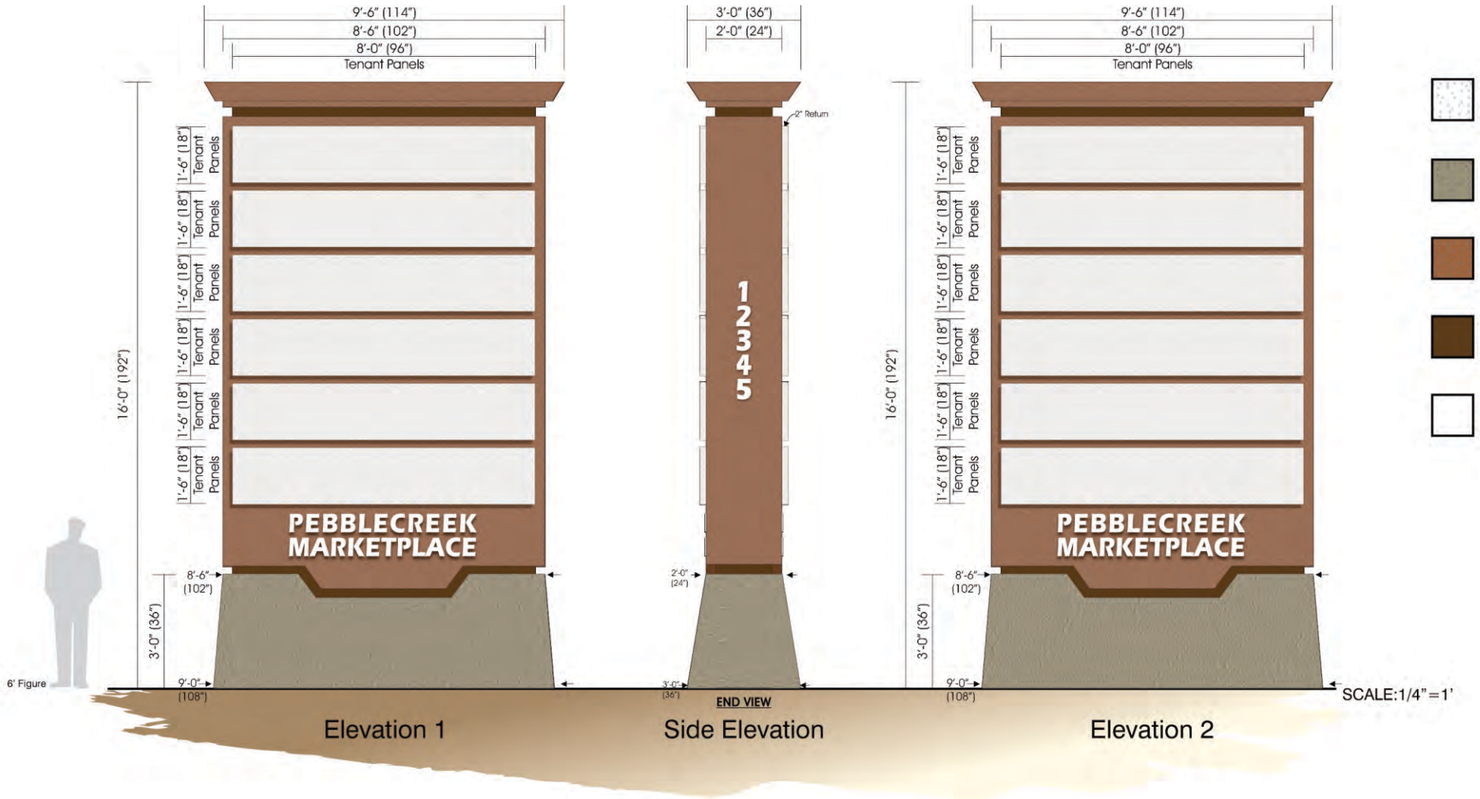
Illumination: Internal Fluorescent Lighting

Address Numbers

Materials: .25" flat cut out Aluminum

Color: SW 7014 Eider White

Size: 6½" Letter Height



PEBBLECREEK MARKETPLACE

SIGN TYPE 4
TRAFFIC DIRECTIONAL

BOOTZ & DUKE SINCE 1964
Signs
2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

DIRECTIONAL PYLON SIGN

There are mutiple pylons located along the parking lot of the property.

Cabinet

Material: Aluminum cabinets

Height: 4’-0” Overall

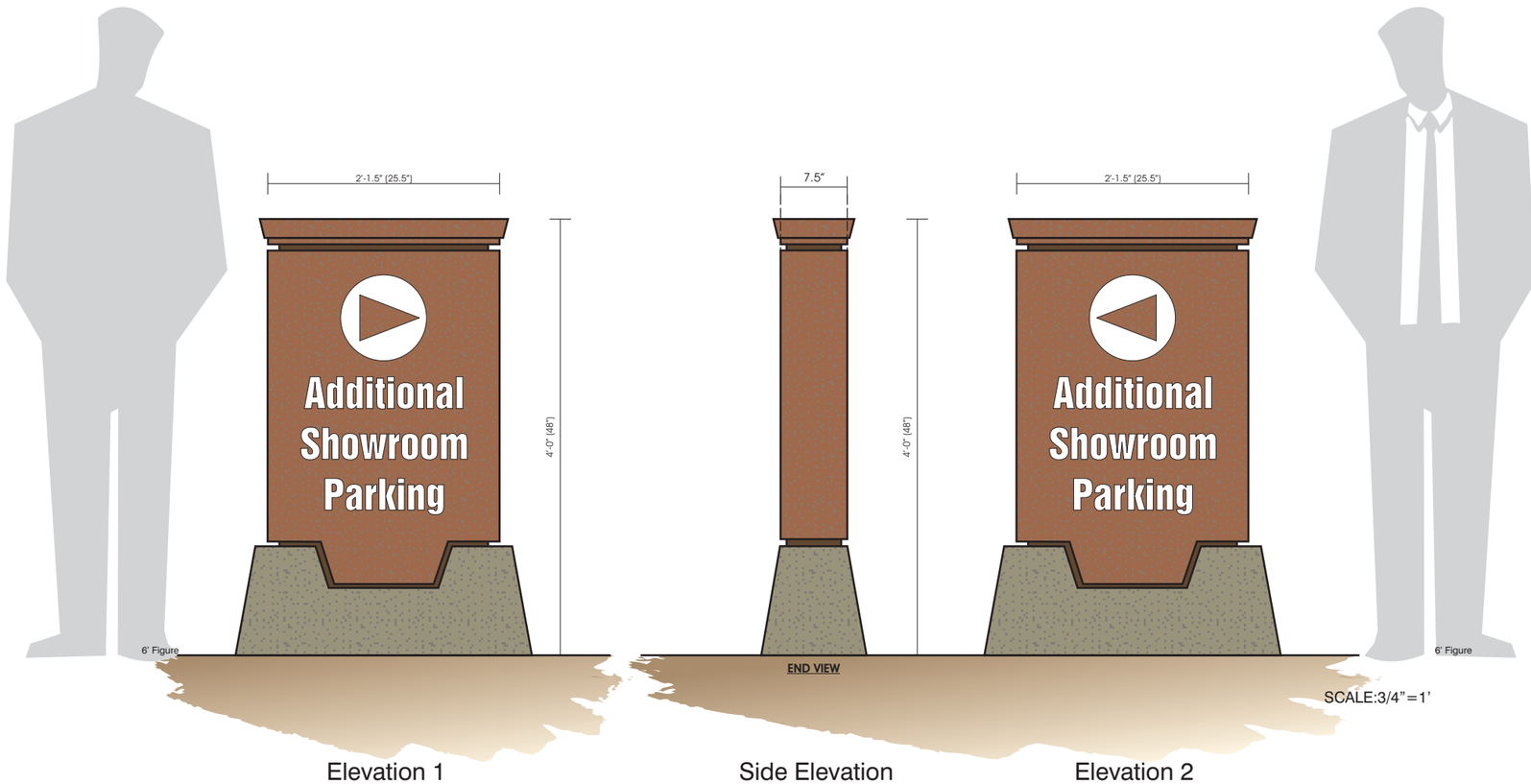
Colors: Base Color: B.M. #2107-40 Driftwood
Cabinet: B.M. #2094-30 Giant Sequoia
Reveals: Townsend Harbor Brown

Directional Shape and Letters

Materials: .25” flat cut out Aluminum

Color: SW 7014 Eider White

Size: Shape - 9½” x 9½”
Letters - 3½” Letter Height



Elevation 1 | Side Elevation | Elevation 2

"B.M. #2107-40 (Driftwood)" Medium Montex finish

"B.M. #2094-30 (Giant Sequoia)" Medium Montex finish

"Townsend Harbor Brown" Smooth Satin finish

"SW 7014 - Eider White" Smooth Satin finish

PEBBLECREEK MARKETPLACE

SIGN TYPE 4
FUEL CENTER GROUND SIGN

BOOTZ & DUKE SINCE 1964
Signs
2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

FUEL CENTER GROUND SIGN

There are mutiple pylons located along the parking lot of the property.

Cabinet

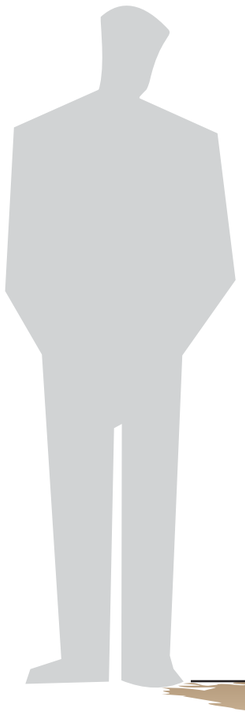
Material: Aluminum cabinets

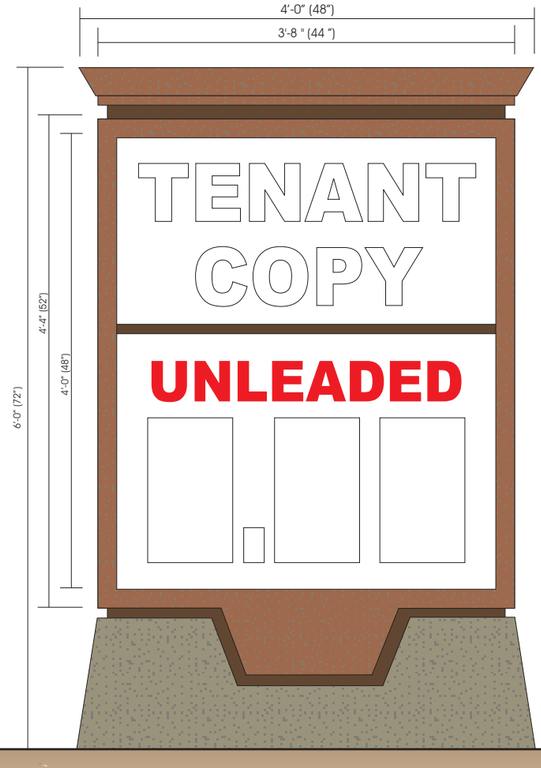
Height: 6’-0” Overall

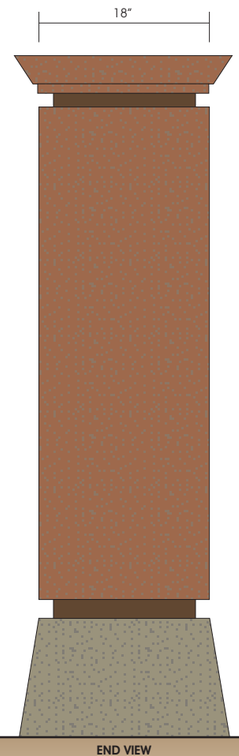
Colors: Base Color: B.M. #2107-40 Driftwood
Cabinet: B.M. #2094-30 Giant Sequoia
Reveals: Townsend Harbor Brown

Vinyl Copy

Vinyl: Color and layout to be determined by tenant.







"B.M. #2107-40 (Driftwood)"
Medium Montex finish

"B.M. #2094-30 (Giant Sequoia)"
Medium Montex finish

"Townsend Harbor Brown"
Smooth Satin finish

"SW 7014 - Eider White"
Smooth Satin finish

6’ Figure

Elevation 1

END VIEW

Side Elevation

SCALE:3/4”=1’

PEBBLECREEK MARKETPLACE

BUILDING MOUNTED WALL SIGNAGE MATRIX

TENANT	SIGN TYPE	FUNCTION	LOCATION	SIZE	ILLUMINATION	MATERIALS
Junior Anchor In-line Tenants (Adjacent to Freeway)	Wall mounted signs	Tenant identification	All elevations that offer readability	1.5 sf/1 linear foot of front elevations; and 1 sf/ 1 linear foot of other walls upon which signage is placed. 400 sf maximum aggregate. 450 sf maximum aggregate for Junior Anchors	Interior, backlit or a combination thereof	Aluminum, acrylic, painted metal, flexface material
Junior Anchor Tenants (Freestanding Bldgs) >9,000 s.f.	Wall mounted signs	Tenant identification	All elevations that offer readability	1.5 sf/1 linear foot of front elevations; and 1 sf/ 1 linear foot of other walls upon which signage is placed 275 sf maximum aggregate.	Interior, backlit or a combination thereof	Aluminum, acrylic, painted metal, flexface material
Pad Tenants <9,000 s.f.	Wall mounted signs	Tenant identification	All elevations that offer readability	1 sf/1' linear foot of front elevations; and ½ sf/1 linear foot of other walls upon which signage is placed. 200 sf maximum aggregate.	Interior, backlit or a combination thereof	Aluminum, acrylic, painted metal, flexface material
Shop Tenants	Wall mounted signs	Tenant identification	All elevations that offer readability	1 sf/1' linear foot of front elevations; and ½ sf/1 linear foot of other walls upon which signage is placed. 200 sf maximum aggregate.	Interior, backlit or a combination thereof	Aluminum, acrylic, painted metal, flexface material
Fuel Center	Wall mounted signs	Tenant identification	All elevations that offer readability	1 sf/1' linear foot of front elevations; and ½ sf/1 linear foot of other walls upon which signage is placed. 200 sf maximum aggregate.	Interior, backlit or a combination thereof	Aluminum, acrylic, painted metal, flexface material

BOOTZ & DUKE SINCE 1964 Signs

2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

PEBBLECREEK MARKETPLACE

SIGN TYPE: TENANT BUILDING MOUNTED WALL SIGNAGE

Size and Location Specifications:

All Occupants must have storefront signs fabricated from internally illuminated individual pan channel letters and logos.

All sign designs and layouts will be approved on an individual basis through the Owner's discretion. Creative designs and forms. Signs are encouraged and /or trademarked logo, rectangular shaped cabinets are prohibited.

Locations:

Centered horizontally and vertically within the architectural frontage and/or directly over the doorway if space permits. Signs must be located over the tenant's leased space.

Layout Restrictions:

The overall length of any sign shall not exceed 80% of the architectural frontage on which it is placed.

The overall height shall not exceed 70% of the most narrow portion of the vertical fascia height on which it is placed.



BOOTZ & DUKE SINCE 1964 Signs
2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

PEBBLECREEK MARKETPLACE

CONSTRUCTION SPECIFICATIONS - INDIVIDUAL PAN CHANNEL LETTERS

-Typical Pan Channels

Construction

Pan channel letters and logos must be constructed with .063 or thicher aluminum
Paint loc letters will not be allowed

Logo and letters to be mounted directly to sign band

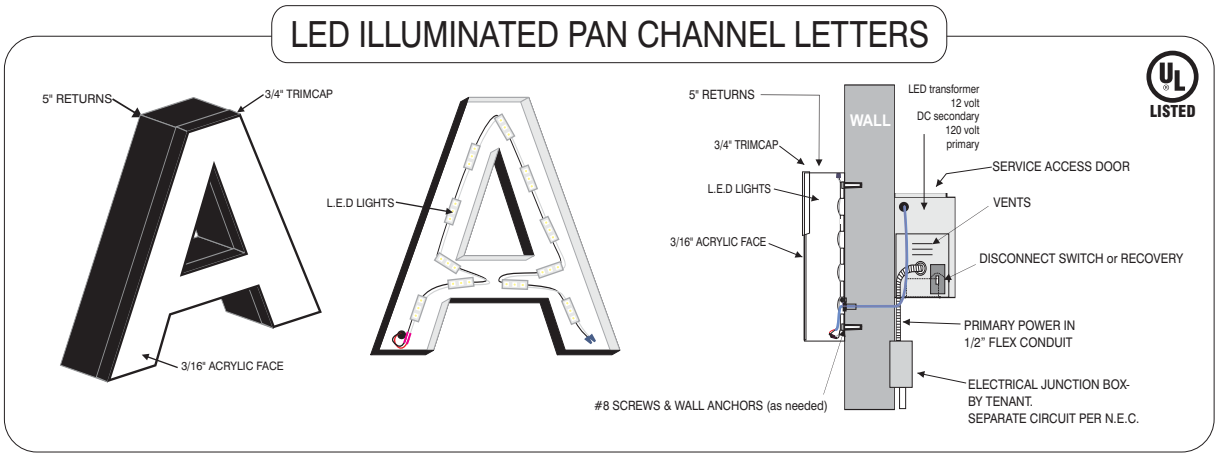
Individual letters and logos must be at least 3" deep with a minimum 3/16" acrylic Plexiglas face.

Colors

Returns: National tenants per corporate Standards.

Shops: Open colors.

Acrylic Plex Colors: Open colors.



BOOTZ & DUKE SINCE 1964
Signs
2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

PEBBLECREEK MARKETPLACE

CONSTRUCTION SPECIFICATIONS - INDIVIDUAL SELF-CONTAINED PAN CHANNEL LETTERS

(*ONLY JUNIOR ANCHORS MAY USE SELF-CONTAINED PAN CHANNEL LETTERS)

Construction

Pan channel letters and logos must be constructed with .063 or thicher aluminum
Paint loc letters will not be allowed

Logo and letters to be mounted directly to sign band

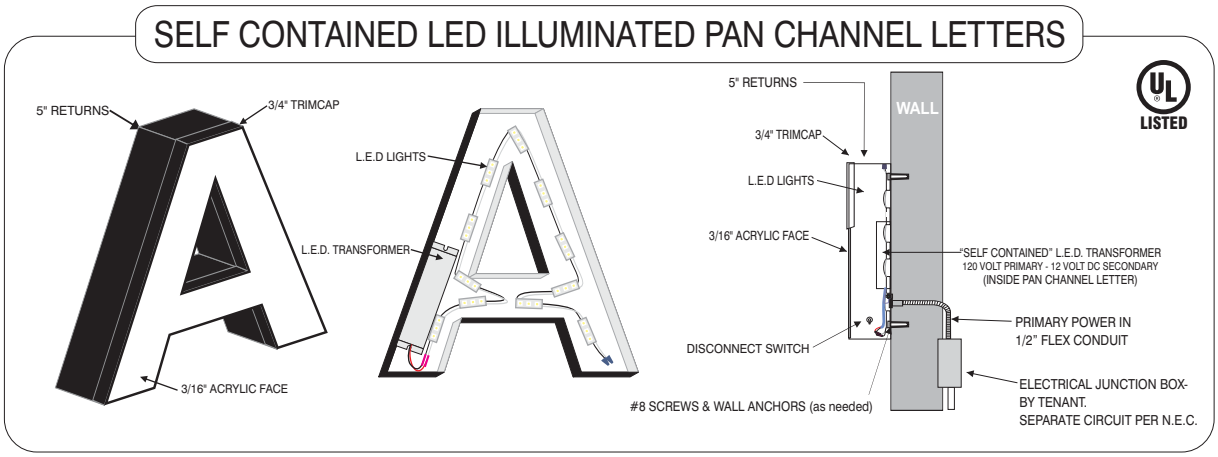
Individual letters and logos must be 5" deep with a minimum 3/16" acrylic Plexiglas face.

Colors

Returns: National tenants per corporate Standards.

Shops: Open colors.

Acrylic Plex Colors: Open colors.



BOOTZ & DUKE SINCE 1964
Signs

2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

PEBBLECREEK MARKETPLACE

SIGN TYPE: STOREFRONT SIGNAGE & GRAPHICS

No more than 25% of each individual window, panel or awning area may have signage/graphics applied to, or within three feet (3') behind the window area.

Storefront graphics aggregate allowances include all temporary signage applications and/or any permanent identification signage.

Layouts:
All Storefront signage and graphic layouts shall be approved in writing by the Committee for quality and consistency prior to submittal to the City of Goodyear for permitting approvals.

Restrictions:

No Cabinet Signs will be allowed

Storefront graphics may not be 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.

Signage/Graphics or **any material** applied to the windows is not allowed except for what is stated above

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.

BOOTZ & DUKE SINCE 1964
Signs
2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

PEBBLECREEK MARKETPLACE

GENERAL SIGN STANDARDS AND REQUIREMENTS

All signs at Pebblecreek Marketplace must be compatible with the standards outlines in these Comprehensive Signage Standards and in conformance with the Declaration of Restrictions and Easements. The purpose of the sign standards is to ensure an attractive shopping environment and to protect the interests of the surrounding neighborhood, Developer and Owner/Occupants of all parcels within Pebblecreek Marketplace. Conformance will be strictly enforced, and any installed nonconforming or unapproved signs will be brought into conformance at the sole expense or the Owner/Occupant.

Before designing signs, all Pebblecreek Marketplace Owners/Occupants will receive a copy of these signage standards. Sign plans submitted to the Committee for approval must conform to these standards. The Committee may administer and interpret the criteria as it applies to signage designs. All signs must be approved in writing by the Committee prior to application to the City of Goodyear for permitting. Approval letter from the committee / Developer must be included with anysignpermit to the City of Goodyear.

For Committee review, send three (3) sets of signage drawings to:

Signage Proposal
Each Owner/Occupant must submit to the Committee three (3) sets of detailed shop drawings showing locations, dimensions, sizes, design, colors, materials, lettering, graphics, conduits, junction boxes, sleeves, and other mounting apparatus of all proposed wall, window, and rear door signs. This submittal must be made at least fifteen (15) days prior to submitting requests for permits or manufacturing.

Sign Contractor's Responsibilities
Prior to preparation of signage drawings and specifications, the Owner's/Occupants sign contractor must review all architectural, structural, and electrical documents as they relate to the building wall and/or storefront at the proposed signage location. In addition, the sign contractor should visit the project site to become familiar with as-built conditions and verify all dimensions.

Committee Review
After review of the signage proposal, the Committee will return one of three sets of drawings tot eh Owner/Occupant, marked either "Approved" "Approved as Noted", or "Revise and Resubmit".
"Approved" If drawings are marked "Approved" the Owner/Occupant is allowed to proceed with sign permitting and then construction and installation in accordance with the drawings. “Approved as Noted" If drawings are marked "Approved as Noted", the Owner/Occupant is allowed to proceed with sign permitting and then construction and installation , provided that any modifications noted are incorporated into the design. An applicant that takes exception to the noted modifications may revise and resubmit, as explained below. "Revise and Resubmit" If drawings are marked "Revise and Resubmit", the plans will be returned to the Owner/Occupant with comments. The drawings should be revised and resubmitted for Committee approval.

Openings in building walls
Locations of all openings for conduit and sleeves in building walls must be indicated by the sign contractor on the drawings submitted. The contractor shall install the sign in accordance with the approved drawings.

Messages
Signs are restricted to advertising either (a) the person, firm, company, or corporation operating the use conducted on the site, or (b) the products sold therein, but not both.

BOOTZ & DUKE SINCE 1964 Signs
2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

PEBBLECREEK MARKETPLACE

OWNER/OCCUPANT RESPONSIBILITIES

Regulations
The Committee's approval of an Owner's/Occupant's signage plan does not constitute an implication, representation, or certification by the Committee that those plans are in compliance with applicable statues, codes, ordinances or other regulations.

Compliance with other regulations is the sole responsibility of the Owner/Occupant for all work performed on the premises by or for the Owner/Occupant.

Prohibited Signs
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 Committee. Signs that are installed without written approval from the Committee, or that are inconsistent with approved drawings, may be subject to removal and reinstallation by the Developer at the Owner's/Occupant'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 fixed balloons are not permitted in any location, whether or not visible from outside the premises. Change-panel signs are prohibited, except at gas stations. Cabinet Signage is not allowed.

Illuminated Signs
The City of Goodyear requires permits for all signs and electrical permits for all signs that are illuminated. It is the Owner's/Occupant's sole responsibility to secure these and any other permits that may be required, and to remain in compliance with these approvals and permits.

Size Limitation
Each Owner/Occupant must limit the area of its sign in accordance with the area allocated for signage. Maximum letter height and length varies according to storefront, but it must not exceed the area allocated for signage. Each Owner/Occupant will be granted a minimum of one sign.

Labels
No labels are permitted on the exposed surface of signs, except those required by local ordinance. Sets of individual letters shall have one label on an end letter only. These are to be installed in an inconspicuous location.

Freestanding Signs
All freestanding signs must meet applicable setbacks and their installation must comply with all local building and electrical codes.

Upkeep and Maintenance
Each Owner/Occupant is fully responsible for the upkeep and maintenance of its sign(s), including any individual pylon or monument signage, and Owners/Occupants are to repair any sign defects within five (5) days of notification. If an Owner/Occupant does not repair said sign(s), the Developer, at the Owner/Occupant's sole cost and expense, may repair and/or replace sign(s). A penalty of 100% of the Developer's cost to repair said signage, in addition to the cost of the repair, may be assessed to the Owner/Occupant if the Landlord or building owner is required to provide the necessary maintenance due to the Owner's/Occupant's noncompliance following notification.

Illumination Timer
Power to illuminate the Owner's/Occupant's sign is to be from Owner's/Occupant's electricity meter, switched through a Tork DW-2100AY time clock, set in accordance with schedules determined by the Developer and shopping center manager.

Sealing of Building Penetrations
All penetrations of the building structure required for sign installation shall be nearly sealed in watertight fashion.

Damage Caused By or During Installation
The sign contractor and/or Owner/Occupant will pay for any damage to a building fascia, canopy, structure, roof, building elements or flashing caused by sign installation.

BOOTZ & DUKE SINCE 1964
Signs
2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

PEBBLECREEK MARKETPLACE

DEFINITIONS

The following definitions are used throughout the comprehensive signage plan and are exclusive tot his document.

Aggregate Sign Area
The total area of all permitted signs pertaining to any one Owner/Occupant, which includes Street-front signage, Storefront signage (arcade and window signage/graphics).

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.

Letter (Typical)
Acrylic, Plexiglas, or plastic-faced with surface of first surface applied graphics, internally backlit in a pan channel construction.

Custom Letters
Letter designed and fabricated in multiple planes, colors, finishes and unique shapes and forms. Typically with dimensional illuminated letters and opaque backgrounds.

Committee
Made up of the consenting owners as defined in the Construction, Operation and Reciprocal Easement Agreement.

Graphics
Lettering, symbols and logos used for name identification (primary identification), and for identification of product and services (secondary identification or modifiers).

Sign Area
The aggregate area of the smallest rectangles that encloses individual elements of a sign's lettering and logos.

Sign Envelope
The overall height and length allowances of sign area designated for Owner/Occupant sign placement on a building elevation.

Street Front Signage
Signage installed parallel to the building fascia, typically located along the front of the building on parapet, fascia or building wall intended for the viewing of vehicular traffic.

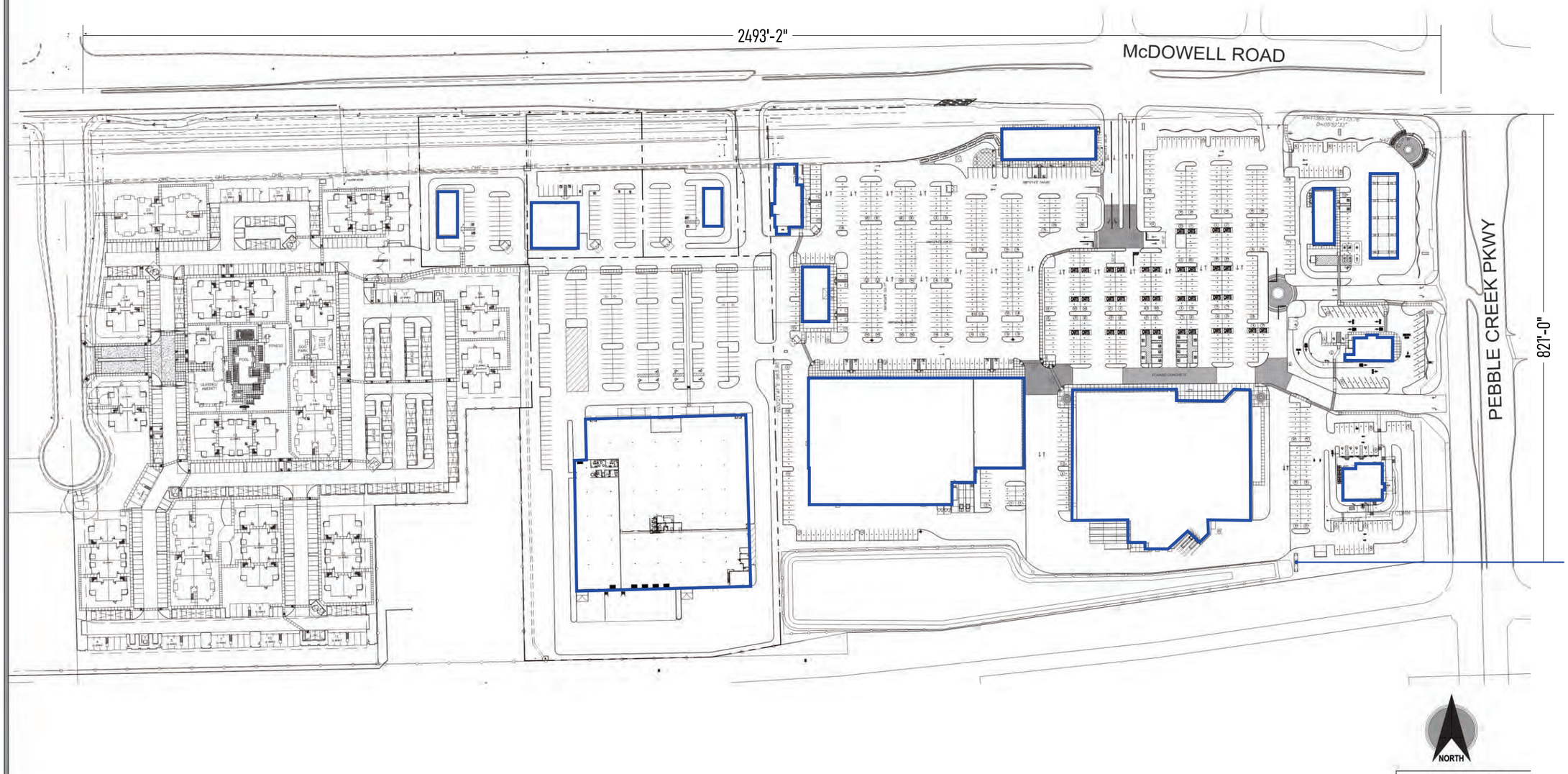
Storefront Signage & Graphics Permanent
This is the signage located along the storefront, portion, oriented to pedestrians. It includes the transparent portion of storefront (windows) and/or solid wall areas used for merchandise display and permanent graphics. This includes awnings, tenant suite number, 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.

BOOTZ & DUKE SINCE 1964 Signs
2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

AVAILABLE SIGN FRONTAGES

SITE MAP SHOWING BUILDING SIGN LOCATIONS



SCALE: 1" = 200'

DATE: 06.18.21

1 PROPOSED SITE PLAN

PEBBLECREEK MARKETPLACE
AUTHORIZED SIGN VENDORS

-National Tenants Allowed to use contracted Sign Company

-All Other Tenants please call:

Andy Gibson
Bootz and Duke Sign Company
2831 W. Weldon Ave
Phoenix, AZ 85017

Phone: 602-272-9356
Fax: 602-272-4608
Andy@bootzandduke.com

BOOTZ & DUKE SINCE 1964
Signs

2831 W. Weldon Ave. | Phoenix, AZ 85017
P: 602-272-9356 F: 602-272-4608
www.bootzandduke.com

Aerial Photo Exhibit
Case No. P25-00022
Pebble Creek Marketplace CSP Amendment



ITEM #: 15.
DATE: 06/23/2025
AI #:2696

CITY COUNCIL ACTION REPORT

SUBJECT: FIRST AMENDMENT TO THE COMPREHENSIVE SIGN PACKAGE (CSP) FOR CANYON TRAILS TOWNE CENTER

STAFF PRESENTER(S): Christian M. Williams, Planning Manager

SUMMARY

A request to amend the Canyon Trails Towne Center CSP (Attachment A), located north of Yuma Road and east of Cotton Lane.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Canyon Trails Towne Center 1st Amended CSP dated May 2025, subject to stipulations. (Christian M. Williams, Planning Manager)

STIPULATIONS

All signs shall be in conformance with the Canyon Trails Towne Center CSP dated May 2025; and
The multi-family development shall follow Article 7 Sign Standards; however, the architecture and embellishments of the monument sign shall be complementary to the center or architecture of the building; and
Off-site signage is prohibited; and
No signage shall be placed within city rights-of-way.

FISCAL IMPACT

There is no direct budget impact associated with the approval of the Canyon Trails Towne Center CSP.

BACKGROUND AND PREVIOUS ACTIONS

The Canyon Trails Towne Center CSP applies to approximately 91 acres of commercial property as shown in the aerial photo in Attachment B. The Canyon Trails Towne Center commercial property is zoned Planned Area Development (PAD). The Canyon Trails Towne Center was originally rezoned from Preliminary PAD to Final PAD by the adoption of Ordinance 1999-0649 which was approved on July 26, 1999. An Amendment to the PAD was approved on May 16, 2005, by the adoption of Ordinance No. 2005-0942, which amended the PAD to change the land use designation of approximately 72 acres from a residential use to the current commercial use. The change permitted the entire 91-acre parcel to be developed as the Canyon Trails Towne Center regional commercial center.

The original CSP for Canyon Trails Towne Center was included as part of the Design Guidelines for the Canyon Trails Towne Center, dated February 2005, with the adoption of Ordinance No. 2005-0942.

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 the City Council. The first amended Canyon Trails Towne Center CSP requests modifications to the standards in Article 7 and therefore requires Planning and Zoning Commission review and City Council approval.

Details of the Request:

The request is to approve the 1st Amended Canyon Trails Towne Center CSP, which encompasses the 91-acre area within the Canyon Trails PAD. The original CSP included three multi-tenant monument signs within the right-of-way (R.O.W.) along Cotton Lane. These signs were to remain until such time as the Arizona Department of Transportation (ADOT) acquired the property for the future Loop 303 freeway extension. ADOT is scheduled to commence construction of the Loop 303 freeway extension during the fourth quarter of 2025. This amendment includes a request for the removal and relocation of three existing multi-tenant monument signs located just east of Cotton Lane out of the ADOT R.O.W. and onto Canyon Trails Towne Center property. No changes to the multi-tenant monument signs are being proposed, aside from the relocation request. All requirements, regulations, specifications, and design parameters for all other users within the Canyon Trails Towne Center development remain unchanged.

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

The Canyon Trails Towne Center 1st Amended CSP proposes no changes to the size and height standards previously approved. The application indicates that only the removal and relocation of the three existing muti-tenant monument signs from ADOT R.O.W. to Canyon Trails Towne Center property will take place. As such, the request is supportable to ensure signage is relocated to enhance the visibility and branding opportunities for the property owner.

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 Canyon Trails Towne Center 1st Amended CSP 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 Canyon Trails Towne Center 1st Amended CSP does not alter the design, colors, and materials of the approved CSP.

4. Surrounding Land Uses: Signs shall not adversely impact adjacent land uses, especially adjacent residential land uses. The CSP 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 subject property includes commercial development. The proposed signage CSP will not adversely impact these surrounding uses given their size, location and orientation should match the intensity of these surrounding developments and their associated signage. As such, staff find the intended signage will not adversely affect any adjacent land uses and is therefore appropriate and supportable.

Staff Findings:
The Planning and Zoning (P&Z) Commission considered this item at their regular meeting on June 11, 2025. The P&Z Commission unanimously voted (4-0) to forward a recommendation of approval to the City Council. There was no public opposition to this item voiced at the meeting.

The request to approve the 1st Amended Canyon Trails Towne Center CSP 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 - Canyon Trails Towne Center 1st Amended Comprehensive Sign Package dated May 2025

Attachment B - Aerial Photo

Staff Presentation

SANTA CRUZ SEASIDE COMPANY

SDP SCOTTSDALE DEVELOPMENT PARTNERS

CANYON TRAILS TOWNE CENTER

1st Amended Comprehensive Sign Package - May 2025

bleier INDUSTRIES
Distinctive Signage Solutions
7842 E. GRAY ROAD, STE 6
SCOTTSDALE, ARIZONA 85260
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

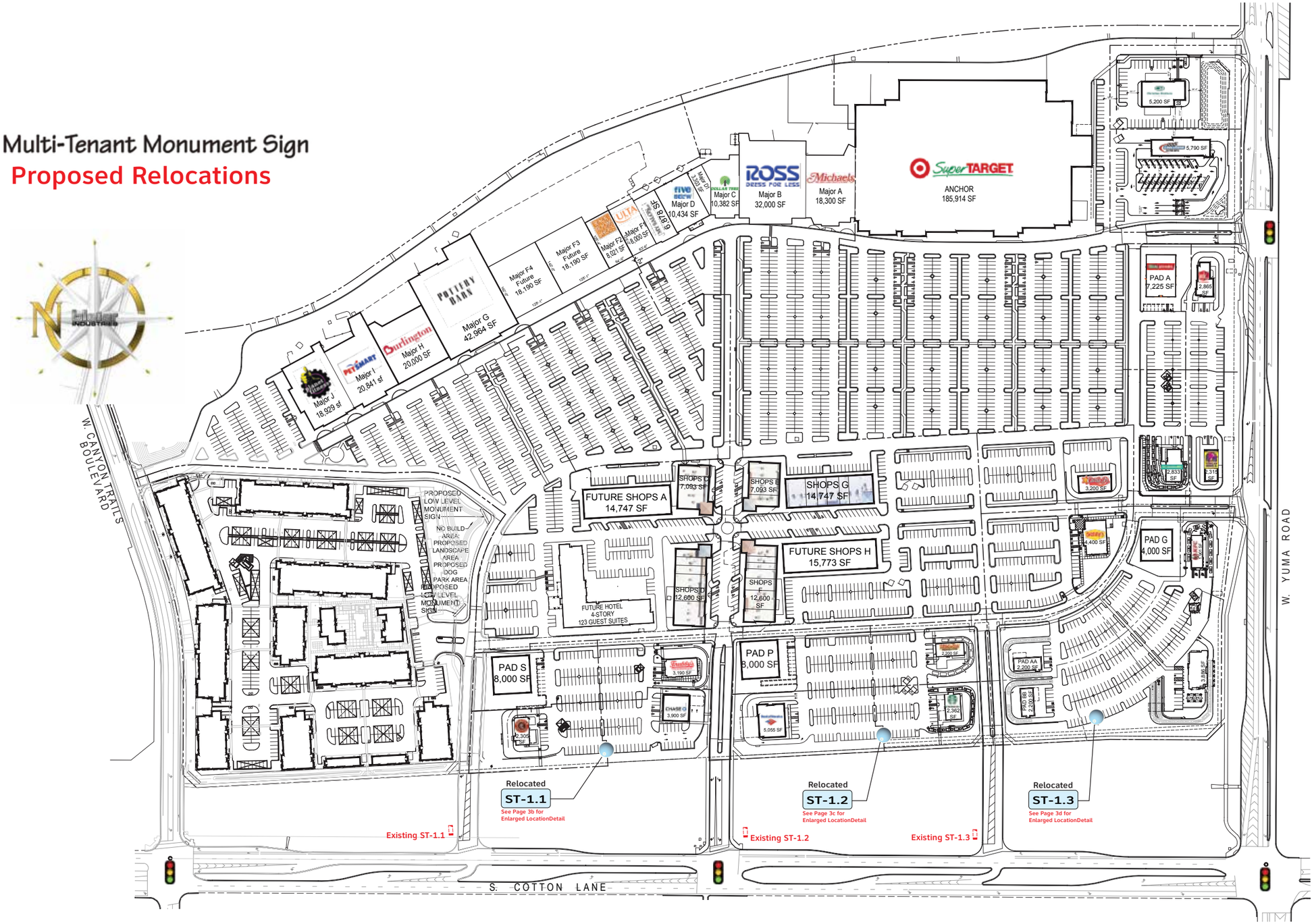
C O M P R E H E N S I V E S I G N P A C K A G E

CANYON TRAILS
TOWNE CENTER

Freestanding Signage and Wayfinding System

ST-1 Multi-Tenant Monument Sign

Proposed Relocations



CANYON TRAILS TOWNE CENTER

SANTA CRUZ SEASIDE COMPANY

SDP SCOTTSDALE DEVELOPMENT PARTNERS

bleier INDUSTRIES
Distinctive Signage Solutions
7842 E. GRAY ROAD, STE 6
SCOTTSDALE, ARIZONA 85260
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

EXIST R/W WIDTH VARIES

EXIST 8.0' PUE

EXIST 8.0' S/W

EXIST 8.0' APS ESMT

LOT 6
APN: 500-91-879
655 SOUTH COTTON LANE
GOODYEAR AZ 85338
(CHIPOTLE)

12" DIP

16" DIP

RID-24" PVC

CATV

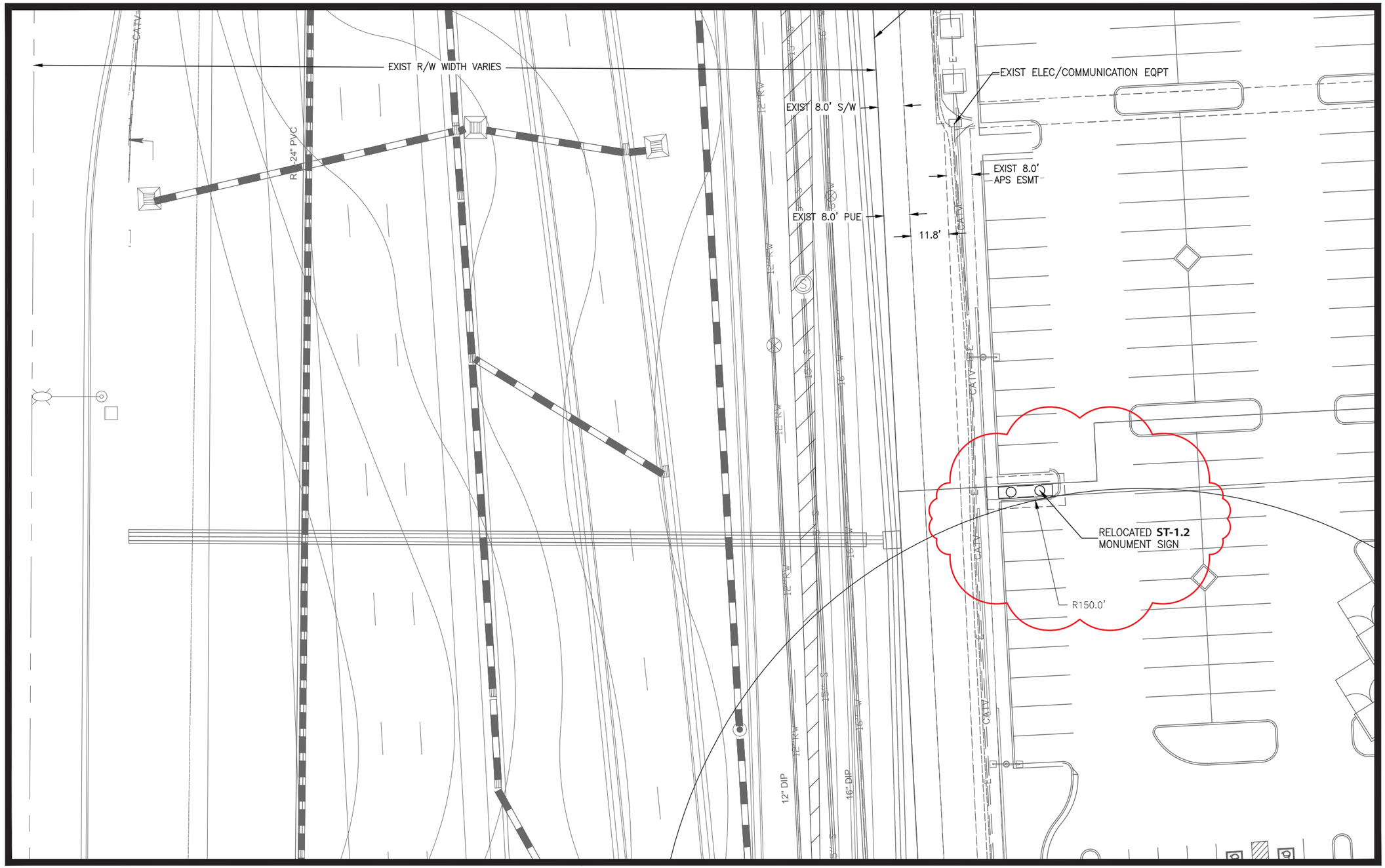
RELOCATED **ST-1.1** MONUMENT SIGN

CANYON TRAILS
TOWNE CENTER

SANTA CRUZ SEASIDE COMPANY

SDP SCOTTSDALE DEVELOPMENT PARTNERS

bleier INDUSTRIES
Distinctive Signage Solutions
7842 E. GRAY ROAD, STE 6
SCOTTSDALE, ARIZONA 85260
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

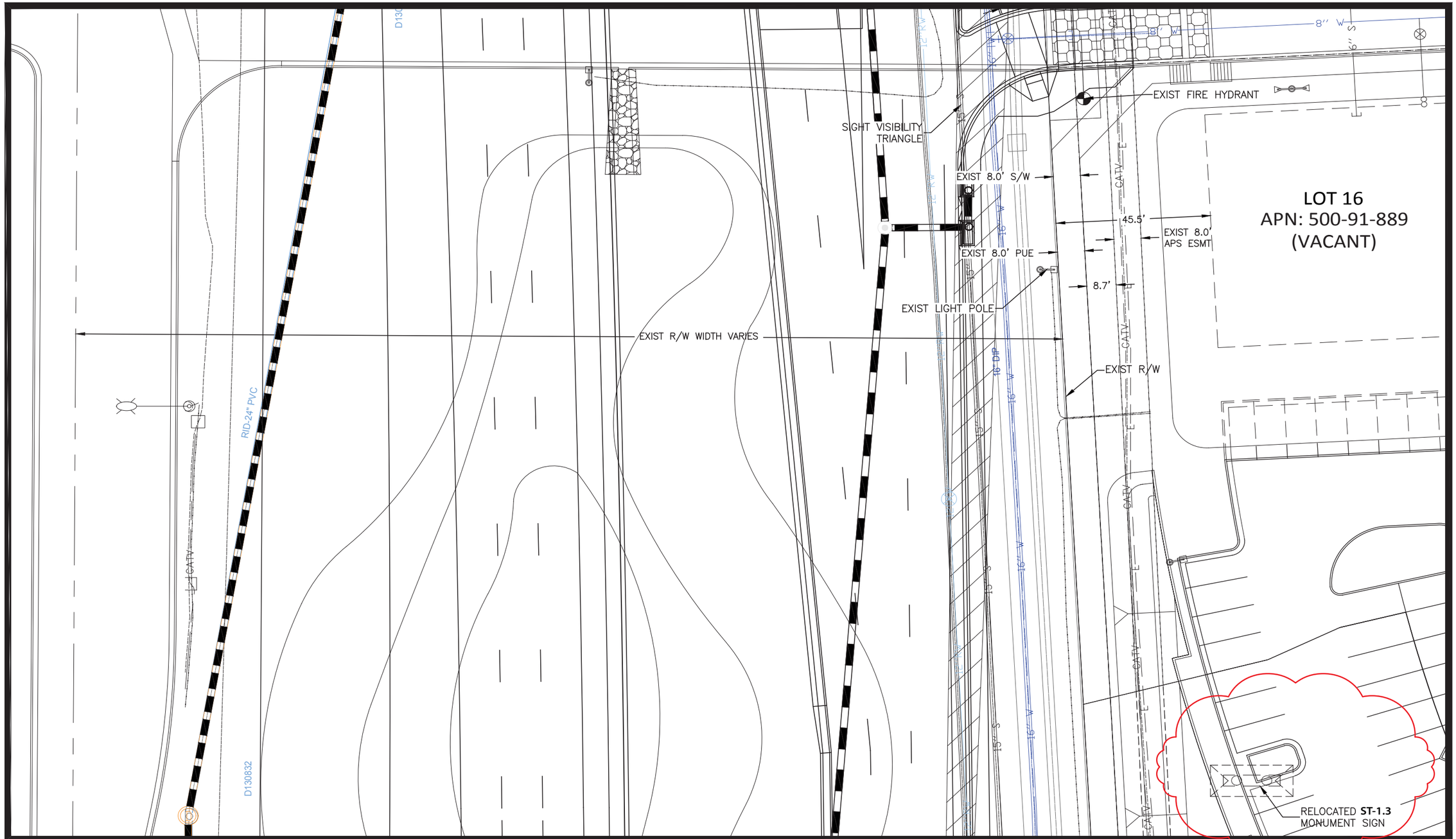


CANYON TRAILS
TOWNE CENTER

SANTA CRUZ
SEASIDE
COMPANY

SDP
SCOTTSDALE
DEVELOPMENT
PARTNERS

bleier
INDUSTRIES
Distinctive Signage Solutions
7842 E. GRAY ROAD, STE 6
SCOTTSDALE, ARIZONA 85260
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM



CANYON TRAILS
TOWNE CENTER

SANTA CRUZ
SEASIDE
COMPANY

SDP
SCOTTSDALE
DEVELOPMENT
PARTNERS

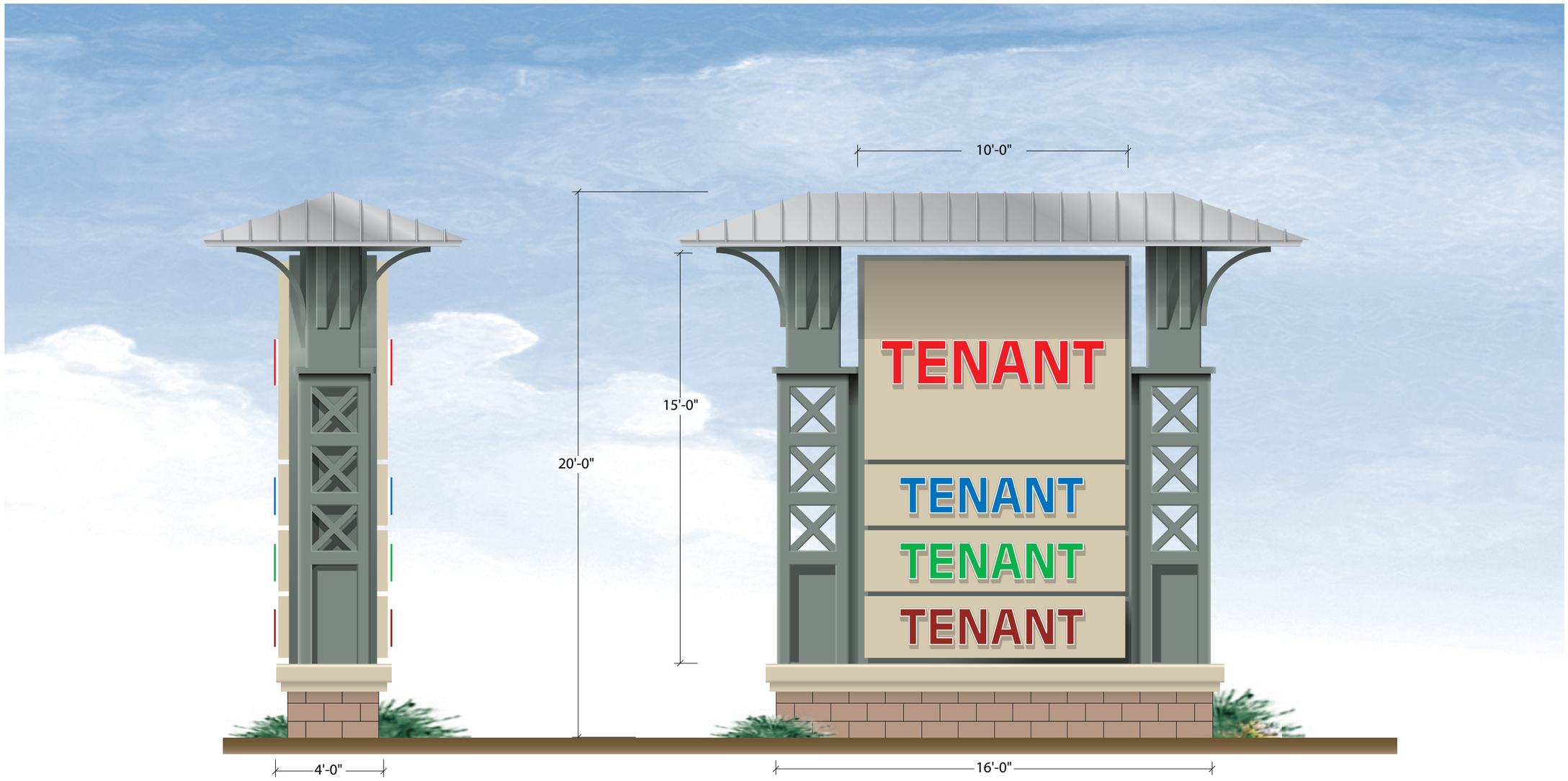
bleier
INDUSTRIES
Distinctive Signage Solutions
7842 E. GRAY ROAD, STE 6
SCOTTSDALE, ARIZONA 85260
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

CANYON TRAILS
TOWNE CENTER

Freestanding Sign Matrix

SIGN	SIGN TYPE	FUNCTION	LOCATION	QUANTITY	HEIGHT	SIZE	ILLUMINATION	MATERIALS
ST 1 Multi-Tenant Monument Sign	Monument	Multi-tenant identification	Placed along Yuma Road and Cotton Lane	3 along Cotton Lane 3 along Yuma Road	Twenty (20') feet to top of architectural embellishment	150 SF of Multi-Tenant Sign Area Exclusive of Architectural Embellishments	Internal and ground Illumination	Masonry, Stucco, Textured Aluminum, Powder Coat and Acrylics
ST 2 Center Identification Entry Feature Wall	Wall Feature	Center Identification	NWC, SWC and SEC of Project on Yuma Road and Cotton Lane	3	Thirteen feet eight inches (13'-8") to top of Entry Feature	150 SF Center Identification Exclusive of Architectural Embellishments	Internal and/or ground Illumination	Masonry, Stucco, Textured Aluminum, Powder Coat and Acrylics
ST 3 Gas Price Monument	Monument	Car Wash Identification with Gas Pricing	Yuma Road	1	Eight (8') feet to top of architectural embellishment	32 SF of Sign Area Exclusive of Architectural Embellishments	Internal and ground Illumination	Masonry, Stucco, Textured Aluminum, Powder Coat and Acrylics
ST 4 Pedestrian Directory	Kiosk	Pedestrian Way Finding	TBD	TBD	Eight (8') feet to top of architectural embellishment	12 SF of Sign Area Exclusive of Architectural Embellishments	Internal and/or ground Illumination	Masonry, Stucco, Textured Aluminum, Powder Coat and Acrylics

Comprehensive Sign Package subject to City of Goodyear approval as part of a PAD



Existing ST-1 Multi-Tenant Monument Signs
to be Re-located due to Freeway Construction

CANYON TRAILS
TOWNE CENTER

SANTA CRUZ
SEASIDE
COMPANY

SDP
SCOTTSDALE
DEVELOPMENT
PARTNERS

bleier
INDUSTRIES
Distinctive Signage Solutions
7842 E. GRAY ROAD, STE 6
SCOTTSDALE, ARIZONA 85260
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM



ST3 SCALE: 3/16"=1'-0"
CORNER ENTRY MONUMENT SIGN ELEVATION

CANYON TRAILS
TOWNE CENTER

SANTA CRUZ SEASIDE COMPANY

SDP SCOTTSDALE DEVELOPMENT PARTNERS

bleier INDUSTRIES
Distinctive Signage Solutions
7842 E. GRAY ROAD, STE 6
SCOTTSDALE, ARIZONA 85260
602-944-3117
FAX 602-3854753
SALES@BLEIERINDUSTRIES.COM



CANYON TRAILS
TOWNE CENTER

SANTA CRUZ SEASIDE COMPANY

SDP SCOTTSDALE DEVELOPMENT PARTNERS

bleier INDUSTRIES
Distinctive Signage Solutions

7842 E. GRAY ROAD, STE 6
SCOTTSDALE, ARIZONA 85260
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

CANYON TRAILS
TOWNE CENTER

Building Signage and Thematic Image Graphics

CANYON TRAILS
TOWNE CENTER

General Requirements
Building Signage

These criteria have been established for the purpose of maintaining a continuity of quality and aesthetics throughout Canyon Trails Towne Center for the mutual benefit of all tenants, and to comply with the approved Comprehensive 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 sign(s) installed by a Tenant shall be brought into conformance at the sole cost and expense of the Tenant. This criteria is subject to final approval by the City of Goodyear as part of a Comprehensive Sign Package submittal. If a conflict is found to exist between these criteria and the final criteria approved by the City of Goodyear, the latter shall prevail.

I. GENERAL REQUIREMENTS

A. Tenant shall submit or cause to be submitted to Developer, for approval, prior to fabrication, four (4) copies of detailed drawings indicating the location, size, layout, design color, illumination materials and method of attachment.

B. Tenant or Tenant's representative shall obtain all permits for signs and their installation.

C. All signs shall be constructed and installed at Tenant's sole expense.

D. Tenant shall be responsible for the fulfillment of all requirements and specifications, including those of the local municipality.

E. All signs shall be reviewed for conformance with these criteria and overall design quality. Approval or disapproval of sign submittals based on aesthetics of design shall remain the sole right of Developer or Developer's authorized representative.

F. Tenant shall be responsible for the installation and maintenance of Tenant's sign. Should Tenant's sign require maintenance or repair, Developer shall give Tenant thirty (30) days written notice to effect said maintenance or repair. Should Tenant fail to do the same, Developer may undertake repairs and Tenant shall reimburse Developer within ten (10) days from receipt of Developer's invoice.

G. Advertising devices such as attraction boards, posters, banners and flags shall not be permitted.

II. SPECIFICATIONS - TENANT SIGNS

A. General Specifications

1. No animated, flashing or audible signs shall be permitted.
2. All signs, including temporary signs and their installation shall comply with all City of Goodyear building and electrical codes.
3. No exposed raceways, crossovers or conduit shall be permitted. All tenant signage shall consist of individual letters and logos installed onto the building's wall surface. Tenant signage shall not include any background color, material and/or structure used to delineate tenant's signage. Developer shall have the sole and separate discretion in varying any provision of these specifications.
4. All cabinets, conductors, transformers and other equipment shall be concealed.
5. Temporary signs and painted lettering shall not be permitted except as approved by the Developer and the City of Goodyear.
6. Any damage to the sign band face or roof deck resulting from Tenant's sign installation shall be repaired at Tenant's sole cost.
7. Upon removal of any sign by Tenant, any damage to the sign band face shall be repaired by Tenant or by Developer at Tenant's cost.

B. Location of Signs

1. All signs or devices advertising an individual use, business or building shall be attached to the building at the location directed by Developer.

III. DESIGN REQUIREMENTS

Individual illuminated letters and logos may include pan channel metal letters with acrylic sign faces, reverse pan channel "backlit" illuminated letters, or any combination thereof. The letters are to be mounted onto the building fascia. 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 UL 2161 / UL 48 specifications. Any sign installation found to be non-compliant shall be repaired immediately by the Tenant at Tenant's sole expense.

A. Sign Area

1. The maximum aggregate sign area per building elevation for each tenant shall be calculated by multiplying one and one-half (1.50) times the length of the storefront(s) and/or elevation(s) occupied

by the tenant not to exceed six hundred fifty (650 SF) square feet without limitation as to maximum number of sign elements. As a minimum allowance, each shop tenant and freestanding pad tenant shall be permitted a minimum of fifty (50) square feet of sign area per elevation upon which signage is placed.

B. Letter Height and Placement Restrictions

1. Tenant signage shall be installed in accordance with the approved Comprehensive Sign Package in location(s) designated by the Developer and/or Developer's agents.

2. Majors and Pad tenants occupying less than 9999 SF shall be limited to a maximum letter height of thirty six (36") inches. Shop tenants shall be limited to a maximum letter height of twenty four (24") inches. Majors occupying 10000 SF through 49999 SF shall be limited to a maximum letter height of sixty (60") inches. Anchors occupying greater than 50000 SF shall be limited to a maximum letter height of seventy two (72") inches. Logos shall not be subject to maximum letter height restrictions herein established, however, shall be included in sign area computations. All national retailers shall be permitted to utilize their standard corporate identification program subject to sign area limitations contained in the approved Comprehensive Sign Package. All signage shall be reviewed and approved by the developer and shall be appropriate to the surrounding building features, environment, and thematic design of Canyon Trails Towne Center. Developer and the City of Goodyear shall have discretion in varying any provision of these specifications.

3. Length of Sign on Wall Surface: 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 sign band shall regulate letter height.

4. Shop tenant signage shall not exceed 75% of Tenant's leased storefront length.

C. Letter Style or Logo Restrictions

1. Copy and/or logos utilized shall be Tenant's choice, subject to the approval of Developer and/or Developer's agents and the City of Goodyear.

D. Illumination

1. Tenant building signage may be internally illuminated, backlit to create a silhouette, exposed neon and/or combination of lighting methods mentioned herein.

E. Under Canopy Blade Sign

1. Each Shop Tenant shall be required to install graphic copy, at Tenant's cost, on the under canopy blade sign furnished by the Developer in accordance to the specifications contained in this Comprehensive Sign Package. Anchor, Majors and Pad Tenants shall have the option to do so. For cost efficiencies and design/construction uniformity, all under canopy blade signs will be manufactured by the Developer's project sign contractor and purchased in bulk by Developer. Each Tenant that is required to have a blade sign shall reimburse the Developer for the cost of the display and its installation thereof.

2. All under canopy blade sign copy shall consist of flat cut out graphics and shall be surface applied to both sides of the display. The Developer and/or Developer's Agents shall approve in writing all copy and layout prior to its installation. Each Shop Tenant shall furnish and install the approved copy for said display at Tenant's sole and separate expense. For convenience, Tenant can furnish the copy to Developer's project sign contractor for mounting and/or can provide the project's sign contractor with electronic art suitable for production. Tenant shall pay for all costs associated with the production and mounting of Tenant's blade sign copy.

2. 3. The blade sign shall be suspended and/or projected using a mechanism consistent with other under canopy blade signs throughout the Canyon Trails as specified.

IV. GENERAL CONSTRUCTION REQUIREMENTS

A. All exterior signs shall be secured by concealed fasteners, stainless steel, or nickel or cadmium plated.

B. All signs shall be fabricated using full welded construction or similar method to conceal light leaks.

C. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition.

D. No labels or other identification shall be permitted on the exposed surface of signs except those required by local ordinance, which shall be applied in an inconspicuous location.

E. Tenant shall be fully responsible for the operations of Tenant's sign contractors and shall indemnify, defend and hold Developer harmless for, from and against damages or liabilities on account thereof.

CANYON TRAILS
TOWNE CENTER

Building Sign Matrix
Anchor and Major Tenants

SIGN	SIGN TYPE	FUNCTION	LOCATION	HEIGHT	SIZE	ILLUMINATION	MATERIALS
Anchor Tenant with occupancy of 50,000 SF or greater	Wall Mounted Signs	Tenant Identification	All elevations that offer readability	72" Maximum Letter Height Exclusive of Logos	1.50 SF / Linear Foot of Building Street Frontage or Elevation Upon Which Signage is Placed Six Hundred Fifty (650 SF) Square Feet Maximum Aggregate Sign Area	Interior, Backlit or a combination thereof.	Aluminum, Acrylic, Painted Metal, Flexface Material
Major Tenant with occupancy greater than 10,000 SF through 49,999 SF	Wall Mounted Signs	Tenant Identification	All elevations that offer readability	60" Maximum Letter Height Exclusive of Logos	1.50 SF / Linear Foot of Building Street Frontage or Elevation Upon Which Signage is Placed Six Hundred Fifty (650 SF) Square Feet Maximum Aggregate Sign Area)	Interior, Backlit or a combination thereof	Aluminum, Acrylic, Painted Metal, Flexface Material
Major Tenant with occupancy 9,999 SF or less	Wall Mounted Signs	Tenant Identification	All elevations that offer readability	36" Maximum Letter Height Exclusive of Logos	1.50 SF / Linear Foot of Building Street Frontage or Elevation Upon Which Signage is Placed Six Hundred Fifty (650 SF) Square Feet Maximum Aggregate Sign Area	Interior, Backlit or a combination thereof	Aluminum, Acrylic, Painted Metal, Flexface Material
All Major Tenants	Under Canopy Blade Sign (Optional)	Tenant Identification	In front of tenant's leased space	Below architectural canopy. Maintain 8' Clearance AFF	8 SF	Non-illuminated	Aluminum, Acrylic, Painted Metal, Vinyl Graphics

Comprehensive Sign Package subject to City of Goodyear approval as part of a PAD

Major tenants occupying less than 9999 SF shall be limited to a maximum letter height of thirty-six (36") inches exclusive of logos.

Majors occupying 10000 SF through 49999 SF shall be limited to a maximum letter height of sixty (60") inches exclusive of logos.

Majors occupying greater than 50000 SF shall be limited to a maximum letter height of seventy two (72") inches exclusive of logos.

All national retailers shall be permitted to utilize their standard corporate identification program subject to sign area limitations contained in the approved Comprehensive Sign Plan.

All signage shall be reviewed and approved by the developer and shall be appropriate to the surrounding building features, environment, and thematic design of Canyon Trails Towne Center.

Developer and City of Goodyear shall have discretion in varying any provision of these specifications.

Signage is illustrated to depict typical placements. Actual sizes and locations will be determined by tenant's corporate identification standards In accordance to criteria established as part of the CSP submittal.



TYPICAL BUILDING SIGNAGE - MAJOR TENANT



BUILDING ELEVATION CHARACTER - MAJOR TENANTS

CANYON TRAILS
TOWNE CENTER

SANTA CRUZ SEASIDE COMPANY

SDP SCOTTSDALE DEVELOPMENT PARTNERS

bleier INDUSTRIES
Distinctive Signage Solutions
7842 E. GRAY ROAD, STE 6
SCOTTSDALE, ARIZONA 85260
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

CANYON TRAILS
TOWNE CENTER

Building Sign Matrix
Shop Tenants

SIGN	SIGN TYPE	FUNCTION	LOCATION	HEIGHT	SIZE	ILLUMINATION	MATERIALS
Shop Tenants	Wall Signs	Tenant ID	Wall surfaces and architectural features designed to accommodate signage.	24" Maximum Letter Height Exclusive of Logos Within Building Silhouette	1.5 SF / Linear Foot of Building Street Frontage (Typical) 50 SF Minimum (Typical) Per Building Elevation Upon Which Signage is Placed	Interior, Backlit or a Combination thereof.	Aluminum, Acrylic, Painted Metal, Flexface Material
Shop Tenants	Under Canopy Blade Sign (Mandatory)	Tenant ID	In front of tenant's leased space	Below architectural canopy. Maintain 8' Clearance AFF	8 SF	Non-Illuminated	Aluminum, Acrylic, Painted Metal, Vinyl Graphics

Comprehensive Sign Package subject to City of Goodyear approval as part of a PAD

Shop tenants occupying less than 9999 SF shall be limited to a maximum letter height of twenty four (24") inches exclusive of logos.

All national retailers shall be permitted to utilize their standard corporate identification program subject to sign area limitations contained in the approved Comprehensive Sign Plan.

All signage shall be reviewed and approved by the developer and shall be appropriate to the surrounding building features, environment, and thematic design of Canyon Trails Towne Center.

Developer and City of Goodyear shall have discretion in varying any provision of these specifications.

Signage is illustrated to depict typical placements. Actual sizes and locations will be determined by tenant's corporate identification standards In accordance to criteria established as part of the CSP submittal.



TYPICAL BUILDING SIGNAGE - SHOP TENANTS



BUILDING ELEVATION CHARACTER - SHOPS

CANYON TRAILS
TOWNE CENTER

SANTA CRUZ SEASIDE COMPANY

SDP SCOTTSDALE DEVELOPMENT PARTNERS

bleier INDUSTRIES
Distinctive Signage Solutions
7842 E. GRAY ROAD, STE 6
SCOTTSDALE, ARIZONA 85260
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

CANYON TRAILS
TOWNE CENTER

Sign Matrix
Pad Tenants

SIGN	SIGN TYPE	FUNCTION	LOCATION	HEIGHT	SIZE	ILLUMINATION	MATERIALS
Pad Tenant	Wall Signs	Tenant ID	Wall surfaces and architectural features designed to accommodate signage.	36" Maximum Letter Height Exclusive of Logos Within Building Silhouette	1.5 SF / Linear Foot of Building Street Frontage (Typical) 50 SF Minimum (Typical)	Interior, Backlit, or a combination thereof.	Aluminum, Acrylic, Painted Metal, Flexface Material
Pad Tenant	Under Canopy Blade Sign (Optional)	Tenant ID	In front of tenant's leased space	Below architectural canopy. Maintain 8' Clearance AFF	8 SF	Non-Illuminated	Aluminum, Acrylic, Painted Metal, Vinyl Graphics
Pad Tenant	Menu Signs	Menu Display and Pricing	Drive Thru	Per City of Goodyear Sign Ordinance	Per City of Goodyear Sign Ordinance	Interior and Ground Illumination	Aluminum, Acrylic, Painted Metal, Flexface Material
Pad Tenant	Traffic Directionals	Vehicular	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 Material
Pad Tenant	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 Material

Comprehensive Sign Package subject to City of Goodyear approval as part of a PAD

All national retailers shall be permitted to utilize their standard corporate identification program subject to sign area limitations contained in the approved Comprehensive Sign Plan.

All signage shall be reviewed and approved by the developer and shall be appropriate to the surrounding building features, environment, and thematic design of Canyon Trails Towne Center.

Developer and City of Goodyear shall have discretion in varying any provision of these specifications.

Signage is illustrated to depict typical placements. Actual sizes and locations will be determined by tenant's corporate identification standards In accordance to criteria established as part of the CSP submittal.



TYPICAL BUILDING SIGNAGE - PAD TENANTS





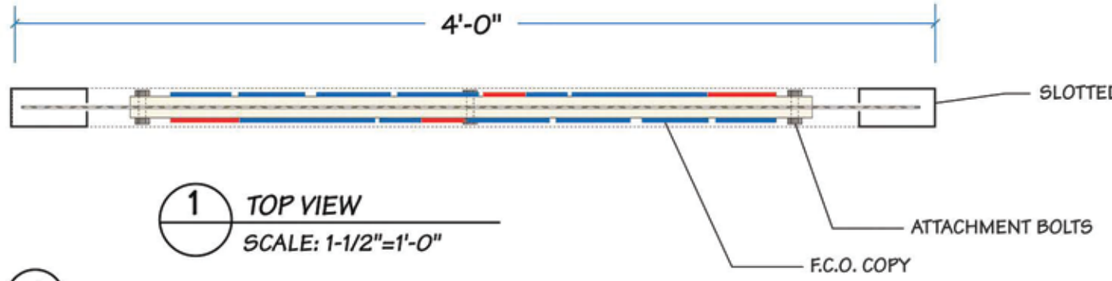
BUILDING ELEVATION CHARACTER - PADS

CANYON TRAILS
TOWNE CENTER

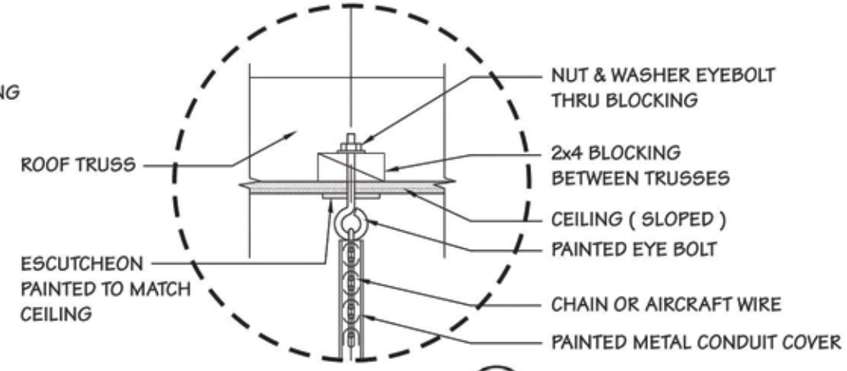
SANTA CRUZ SEASIDE COMPANY

SDP SCOTTSDALE DEVELOPMENT PARTNERS

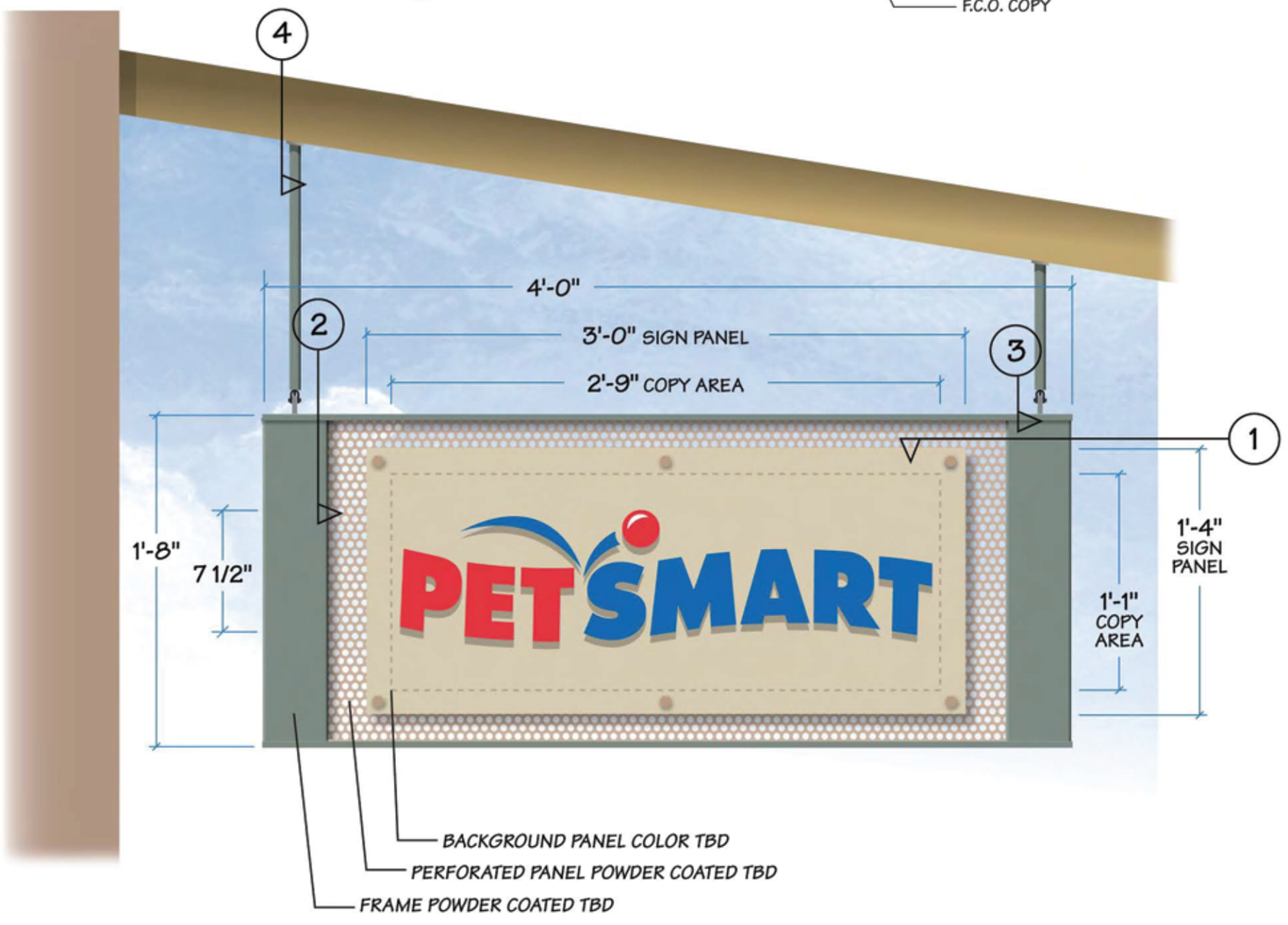
bleier INDUSTRIES
Distinctive Signage Solutions
7842 E. GRAY ROAD, STE 6
SCOTTSDALE, ARIZONA 85260
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

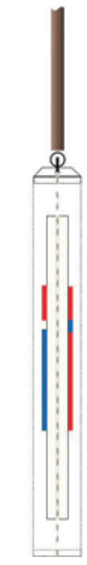


1 TOP VIEW
SCALE: 1-1/2"=1'-0"

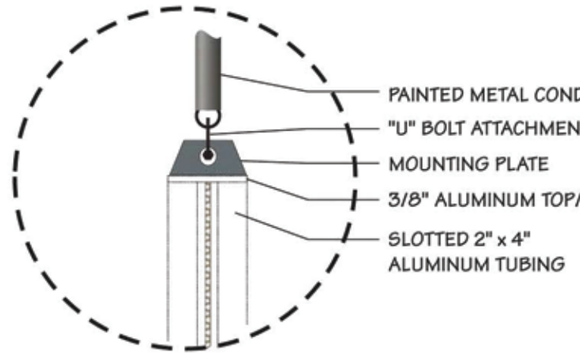


4 MOUNTING DETAIL
N.T.S.





2 END VIEW
SCALE: 1-1/2"=1'-0"



3 END VIEW (ENLARGED)
SCALE: 3"=1'-0"

MANUFACTURE & INSTALL:
(1) ONE D/F HANGING BLADE SIGN W/ F.C.O. PAINTED SINTRA™ COPY

SCALE: 1-1/2"=1'-0"

TENANT COPY TO BE FLAT CUT OUT, FLUSH MOUNTED, SINTRA™ or ALUMINUM 1/4" THICK
TENANT COPY TO BE PAINTED PER TENANT'S CORPORATE COLORS

DEVELOPER APPROVAL REQUIRED

SANTA CRUZ SEASIDE COMPANY

SDP SCOTTSDALE DEVELOPMENT PARTNERS

bleier INDUSTRIES
Distinctive Signage Solutions
7842 E. GRAY ROAD, STE 6
SCOTTSDALE, ARIZONA 85260
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

Aerial Photo Exhibit
Case No. P25-00123
Canyon Trails Towne Center CSP Amendment



Canyon Trails Towne Center

Comprehensive Sign Package (CSP) Amendment



Canyon Trails Towne Center

History of Zoning and CSP

- 1999- Original Zoning
- 2005 - Towne Center Rezoned
- 2005 – Towne Center CSP
- 2021 – Mixed Use Rezone

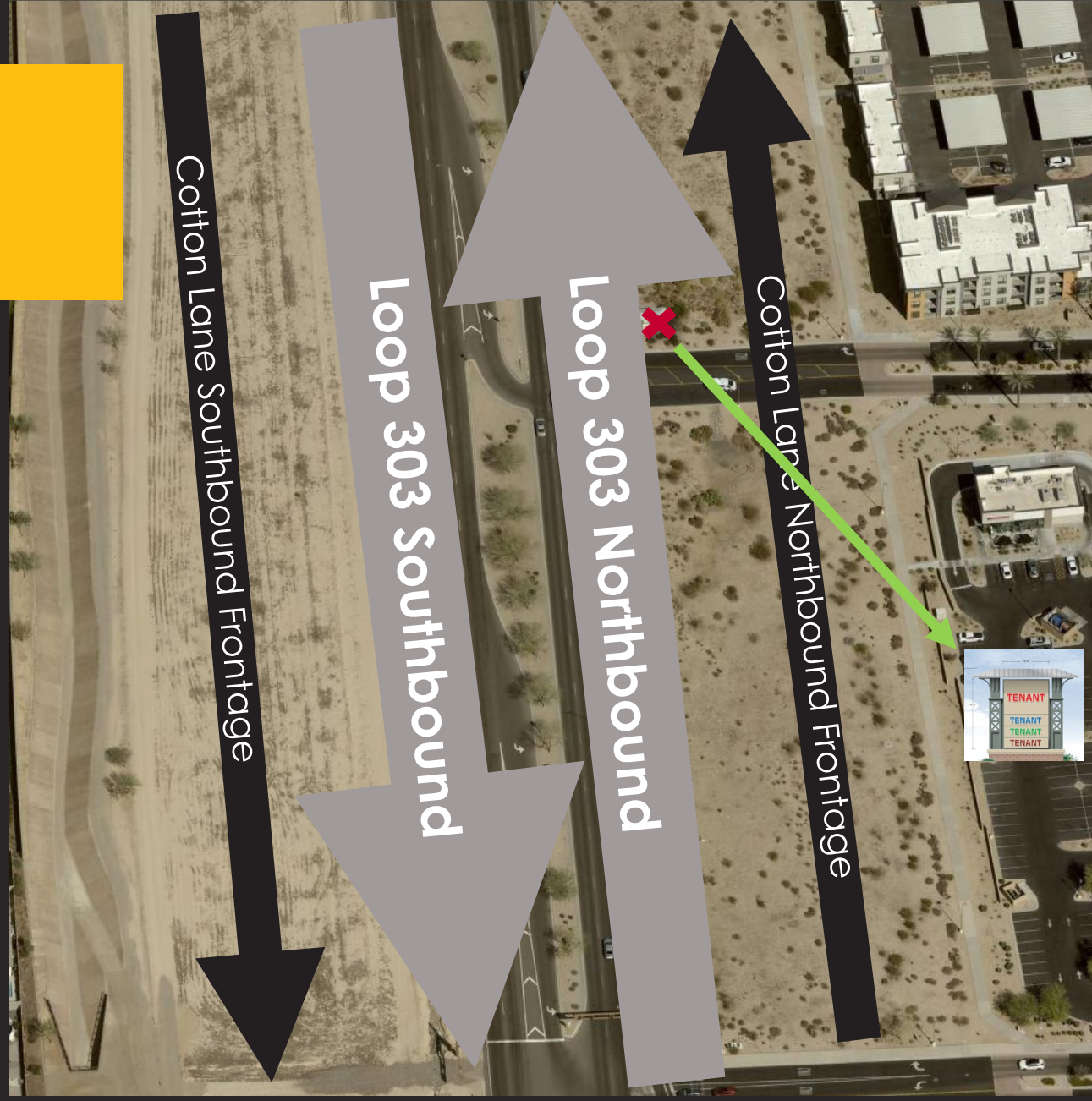


Canyon Trails Towne Center

Comprehensive Sign Package (CSP)

Current Monument Signs

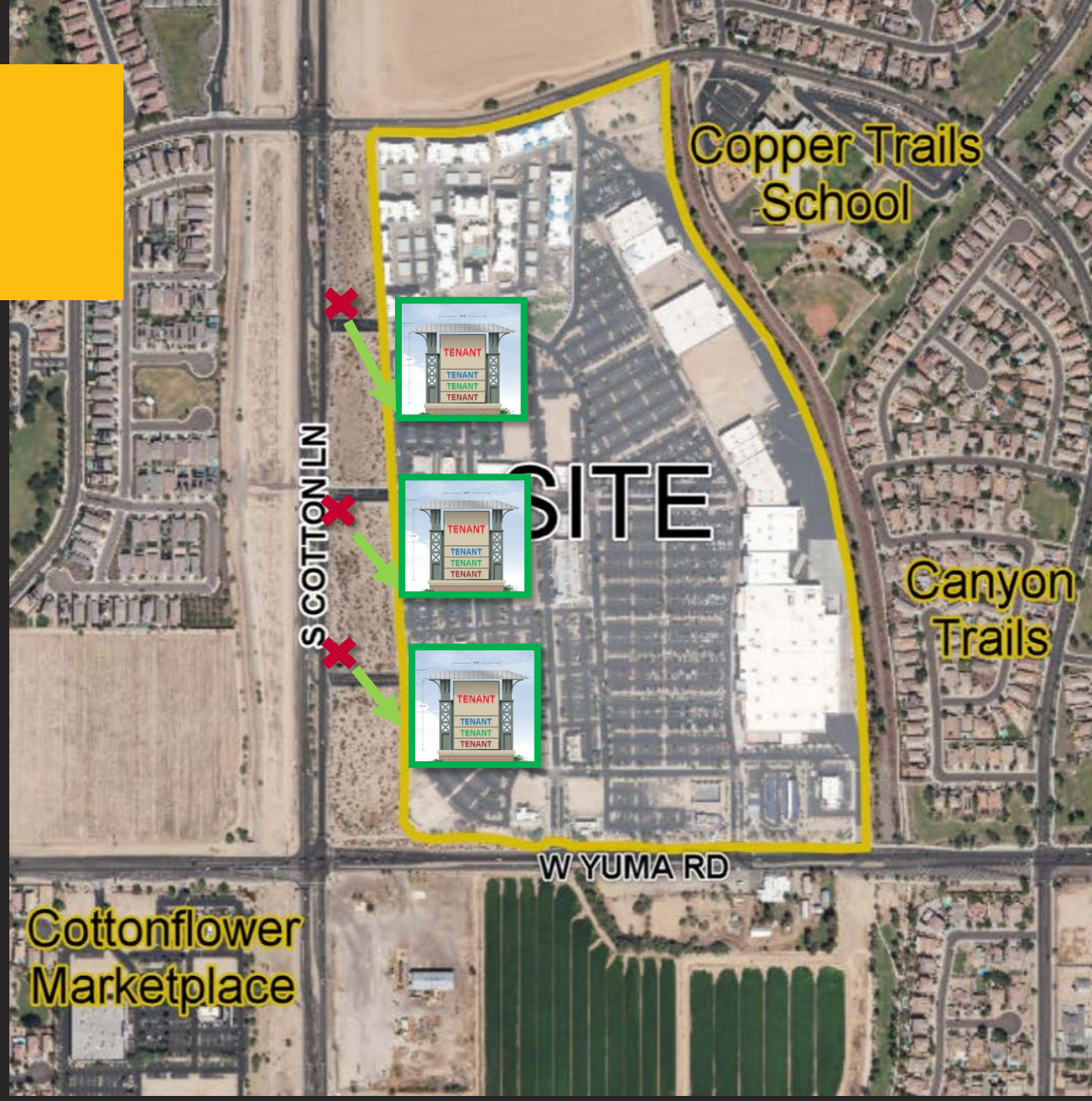
- Located in the Right-of-Way through Agreement
- AZ SR-303 Loop set to be extended
- Signs need to be relocated



Canyon Trails Towne Center

Request

- Recommend Approval of CSP Amendment
- Relocates the 3 Existing Monument Signs



Canyon Trails Towne Center



ITEM #: 16.
DATE: 06/23/2025
AI #:2671

CITY COUNCIL ACTION REPORT

SUBJECT: SECOND AMENDMENT TO THE COMPREHENSIVE SIGN PACKAGE (CSP) FOR AIRPORT GATEWAY AT GOODYEAR

STAFF PRESENTER(S): Christian M. Williams, Planning Manager

SUMMARY

This is a request to amend the Airport Gateway at Goodyear CSP (Attachment A), located south of Interstate 10 between Bullard Avenue and Litchfield Road.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Airport Gateway at Goodyear 2nd Amended CSP, dated May 2025 (the “Airport Gateway at Goodyear Comprehensive Sign Package”), subject to stipulations. (Christian M. Williams, Planning Manager)

STIPULATIONS

1. All signs shall be in conformance with the Airport Gateway at Goodyear CSP; and
2. Off-site signage is prohibited; and
3. No signage shall be placed within city rights-of-way; and
4. The freeway pylon signs shall have a separation distance of at least 1,700 feet from each other; and
5. The freeway pylon signs shall not exceed a height of 85 feet; and
6. The freeway pylon sign described as “Pylon 1C” in the Airport Gateway at Goodyear CSP and designated for the “Large Retail User with Gas Station” shall not require site plan approval; and
7. The existing freeway pylon sign described as Pylon 1B in the Airport Gateway at Goodyear CSP shall follow the standards identified in Use Permit Number 16-300-00001, unless otherwise amended; and,
8. Any single-family or multi-family developments, within the boundary of this CSP shall follow Article 7 of the Goodyear Zoning Ordinance.

FISCAL IMPACT

There is no direct budget impact associated with the approval of the second amendment to the Airport Gateway at Goodyear CSP.

BACKGROUND AND PREVIOUS ACTIONS

The Airport Gateway at Goodyear CSP applies to approximately 200 acres, as shown in the aerial photo in Attachment B, and encompasses mixed-use industrial, commercial office, multi-family and single-family zoning designations. On October 8, 2007, the City Council adopted Ordinance 2007-1091, conditionally rezoning approximately 243 acres to Preliminary Planned Area Development (PAD) for Airport Gateway at Goodyear. Approximately 25 acres was developed as the City of Hope medical facility; approximately 25.3 acres was rezoned with Ordinance No. 2023-1562, for commercial office and multi-family uses within the Celebration Plaza PAD; approximately 43.83 acres was rezoned with Ordinance No. 2023-1569 for business park-like uses within Urban Logistics (Formation 10), approximately 51 acres was rezoned with Ordinance No. 2024-1597 for light industrial and storage uses; and approximately 71.48 acres was rezoned with Ordinance No. 2024-1595 for light industrial with the option for additional commercial uses.

The first CSP encompassing approximately 160 acres, titled Airport Gateway at Goodyear Comprehensive Sign Package, was approved on November 06, 2008, by the Development Review Committee and was subsequently amended on November 28, 2019, by the City Council. In the first amended CSP, an additional 40 acres located along Litchfield Road was added to the boundary of the CSP along with additional signage standards for the large medical facility tenant.

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 (P&Z) Commission and approved by the City Council.

The Airport Gateway at Goodyear CSP requests modifications to the standards in Article 7 and therefore requires P&Z Commission review and City Council approval.

Details of the Request:

The request is to approve the Airport Gateway at Goodyear CSP, which is limited to revising signs that are specifically required for the project labeled in the Airport Gateway at Goodyear CSP as “Large Retail User with Gas Station” and conform to Ordinance 2024-1595. All requirements, regulations, specifications, and design parameters for all other users within the Airport Gateway at Goodyear development remain unchanged.

Per Zoning Ordinance 2024-1595, a maximum of two (2) pylon signs may be permitted on the northwestern 72 acres of property (within the Airport Gateway at CSP boundary) without obtaining a Use Permit, subject to the following: A single-user freeway pylon sign may be permitted in lieu of one of the two above-mentioned pylon signs if the single user is a retail store, convenience store, or other commercial development that exceeds 50,000 square feet in size, and no freeway pylon sign shall exceed 85 feet in height.

A brief description of the proposed amendments for the Large Retail User with Gas Station site is provided below:

1. Freeway Pylon Sign
The Airport Gateway at Goodyear CSP proposes to replace the design of one (1) previously approved freeway pylon sign. The new design theme will create standards for a single-tenant freeway pylon sign that may be utilized by the Large Retail User with Gas Station. The height of the amended freeway pylon sign shall be no greater than 85 feet.

2. Wall Signage Requirements
The Airport Gateway at Goodyear CSP proposes to provide wall signage for the Large Retail User with Gas Station that exceeds the wall signage standards provided in the Airport Gateway CSP.

3. Canopy Signage Requirements
The Airport Gateway at Goodyear CSP proposes to provide canopy signage for the Large Retail User with Gas Station that exceeds the canopy signage standards provided in Article 7 Sign Standards of the Goodyear Zoning Ordinance.

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

Given the intended building scale of the Large Retail User with Gas Station, which is unique and unlike any other development within the city, staff find the proposed sizes, heights, and configuration of the intended wall and canopy signage are appropriate and supportable. Also, the height of the freeway pylon sign for the Large Retail User with Gas does not exceed the max allowed 85 feet height; provided in Ordinance 2024-1595.

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

The base of the single-tenant freeway pylon sign has been enhanced to incorporate materials and colors that are compatible with and compliment the overall development, while also preserving previously approved signage standards for all other users. 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 CSP 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.

Airport Gateway at Goodyear is a mixed-use area that includes commercial, industrial and residential development. The proposed signage within the second amendment to the Airport Gateway at Goodyear 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 P&Z Commission considered this item at their regular meeting on June 11, 2025. The P&Z Commission unanimously voted (4-0) to forward a recommendation of approval to the City Council. There was no public opposition to this item voiced at the meeting.

The Airport Gateway at Goodyear CSP 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

AIRPORT GATEWAY
at Goodyear

2nd Amended
Comprehensive Sign Package

Dated: May 2025

Table of Contents

Introduction/ Materials & Colors 2

Freestanding Signage

Freestanding Sign Matrix 3

Project Signage Site Location Plan 4

Sign Type 1 / Freeway Pylon 5

Sign Type 2 / Corner ID 6

Sign Type 3 / Entry Wall ID 7

Sign Type 4 / Directional 8

Tenant Wall Signage

Wall Signage Introduction 9

Sign Type 4 / Wall Sign Matrix 10

Letter and Logo Standards 11

Custom Cabinet Standards 11

Storefront Signage Standards 12

Service Door Signage / Building Addressing 12

Project Graphic Standards 13

General Signage Standards and Requirements 14

Definitions 15

Appendix A

Hospital Site Sign Package 16-35

Appendix B

Large Retail User with Gas Station 36-45

Designed and prepared by:
JRC Design 4634 North 44th Street
Phoenix, Arizona 85018

Introduction

The Airport Gateway at Goodyear is located on the northeast corner of Bullard Avenue and Van Buren Street, adjacent to the I-10 freeway. It is a Mixed-Use development with a variety of commercial uses including office, hotel, medical, restaurant, and retail. The project is zoned preliminary PAD, with the portion of the project located at the northeast corner Fillmore Street and 143rd Avenue being zoned final PAD.

This Comprehensive Sign Program has been established for the overall project identification totaling approximately 156 acres of area. The sign program contained herein has been developed with the purpose of assuring an outstanding experience to the mutual benefit of the general public and all Airport Gateway at Goodyear tenants.

Properly adhered to, the criteria will ensure that project and tenant identification is consistent in quality, and is compatible with the overall architectural character of the project and surrounding neighborhoods.

Each individual development within the site shall develop their own sign package that suits the use of their site. The guidelines as laid out in this package are to be adhered to, with allowed flexibility in design and colors and materials. Close attention shall be paid, however, to the theme of the overall site, with approvals necessary from ownership and the City of Goodyear.

Project Colors and Materials

The sign system is designed to promote a cohesive design package throughout the project.

The project colors used in the architectural package will also be used throughout the signage package to unify the signage with the site.

The colors provided below represent those used for overall project signage, however, individual parcels and users will develop their own individual sign packages where colors and materials may vary according to the architectural palette of the specific development.

The more bold colors will be used in areas that will not be changed to maintain a consistency in the signage elements.

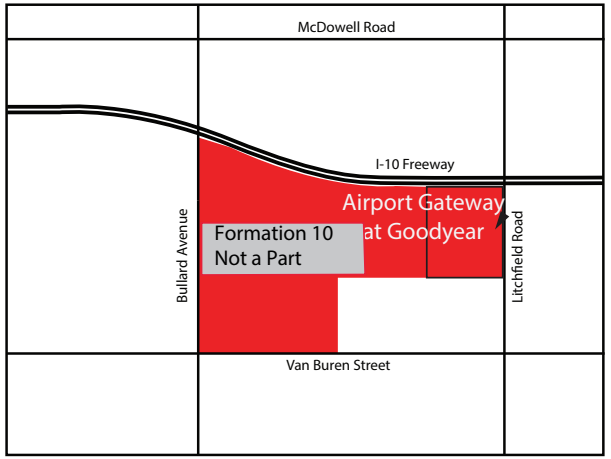
Lighter colors in the palette will be used in the areas where tenants could change. Lighter colors will not exhibit as much color change when new panels are placed adjacent to older ones.

DUNN EDWARDS
"Sand Dollar"
DE6171

DUNN EDWARDS
"S'mores"
DE6111

Painted to match
custom color -
"Hemlock"

Vicinity Map



Owners:
CHEYENNE VALLEY LLC, a Nevada limited liability company
OXNARD COMMERCEPLEX LLC, a Delaware limited liability company
19TH AVENUE LLC, a Delaware limited liability company
BULLARD II PROPERTIES I LLC, a Delaware limited liability company

480-948-7880 (phone)
480-948-8051 (fax)

Contact:
Fred Stiles
EJM Development Co.
7419 E. Helm Dr., Suite E
Scottsdale, AZ 85260
Phone: 480-948-7880, ext. 111
Fax: 480-948-8051

Designed and prepared by:
JRC Design 4634 North 44th Street
Phoenix, Arizona 85018

Freestanding Sign Matrix

User Type	Type	Location	Quantity	Maximum Height	Maximum Area	Description	Materials/Illumination
Master Development (signage types allowed throughout the development)	Freeway Pylon (Sign Type 1) (office, commercial and medical uses)*	Adjacent to Interstate 10 Freeway as per plans.	Three (3)	80 Feet for type 1A and 1B 85 Feet for Type 1C	Total Signage, per face, not to exceed 45% of the gross sign area *Type 1C see App. B	Tenant and Master Development Identification	Masonry, aluminum, acrylic, paint/finish *Type 1C see App. B Illumination to be internal, halo or combination of the two
	Corner ID Monument (Sign Type 2)	NE and SW corner of Bullard Avenue and Van Buren Street, as well as the corners of significant intersections throughout the project.	Eight (8)	6 feet	60 s.f.	Identification of Master Development Only	Masonry, paint/finish Illumination to be halo, ground up-lit or combination of the two
	Entry Wall ID (Sign Type 3)	Primary entrances into the project along Bullard Avenue and Van Buren Street.	Four (4) entries (one on each side of entry)	6 feet	32 s.f. per side	Identification of Master Development Only	
	On-site Campus Directory (Sign Type 4)	As per specific development plans.	As required to provide safe traffic flow	6 feet 6 inches	32 s.f.	Directional information to buildings, facilities, etc.	Masonry, aluminum, vinyl, paint/finish Ground up-lit or non-illuminated
Retail/Commercial	Multi-Tenant Monument	As per specific development plans.	Two (2) per street frontage	20 feet	120 s.f.	Up to six (6) tenant panels and identification of project	Masonry, aluminum, acrylic, paint/finish Illumination to be internal, halo or combination of the two
	Single-Tenant Monument (banks, restaurants and fuel stations)		One (1) per street frontage	6 feet	60 s.f.	Identification of tenant	
	On-site Directionals		As required to provide safe traffic flow	4 feet	12 s.f.	Information for private, public, delivery entrances and exits.	Aluminum, vinyl, paint/finish Non-illuminated
Mixed Use Office/Medical	Single-Tenant Building Monument	As per specific development plans.	One (1) per street frontage	6 feet	60 s.f.	Identification of tenant	Masonry, aluminum, acrylic, paint/finish Illumination to be internal, halo, ground up-lit or combination
	Multi-Tenant Building Monument		One (1) per street frontage	10 feet	80 s.f.	Up to six (6) tenant panels and may contain identification of project	
	Multi-Tenant/Building Monument (for multi-building developments)		Two (2) per street frontage	10 feet	80 s.f.	Up to eight (8) tenant panels and identification of project	
	On-site Directionals		As required to provide safe traffic flow	4 feet	12 s.f.	Information for private, public, delivery entrances and exits.	Aluminum, vinyl, paint/finish Non-illuminated
Hospital Sign	ST-2A hospital identification and future multi-tenant identification	NW corner of Litchfield Road and Celebrate Life Way (Fillmore)	One (1)	20 feet	250 s.f.	Hospital identification and future multi-tenant identification	Stone veneer, textured alum, acrylic. Internal illumination

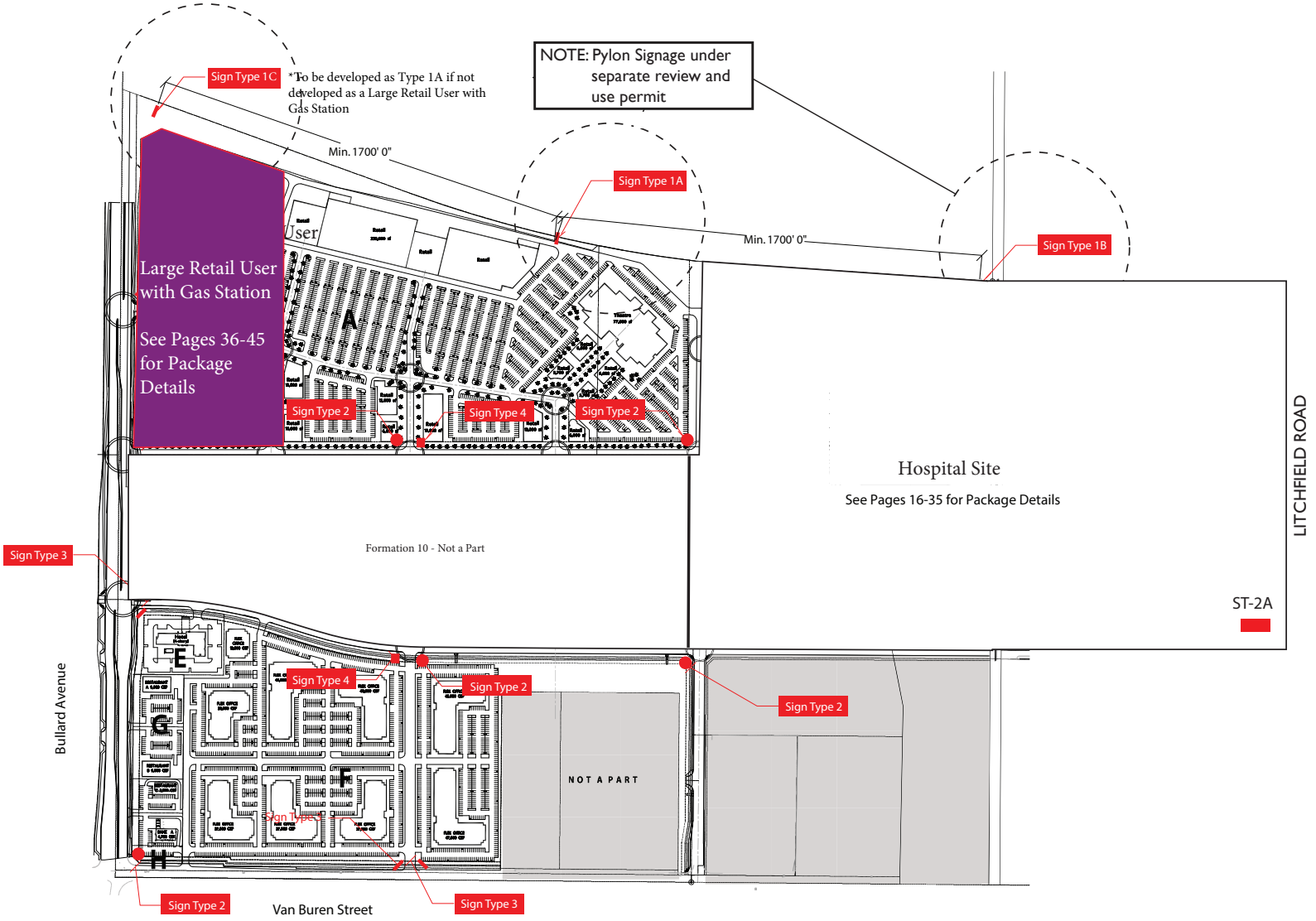
*Pylon signage under separate review and use permit.

Sign locations must be delineated at time of Final Site Plan review for each individual future development.

Setbacks
No signs shall be located in any right of way or site visibility triangle.
All signs to be located at least 5 feet back of any public utility easement

Designed and prepared by:
JRC Design 4634 North 44th Street
Phoenix, Arizona 85018

Sign Location Plan



Designed and prepared by:
JRC Design 4634 North 44th Street
Phoenix, Arizona 85018

Sign Type 1 - Freeway Pylon

***NOTE:* Pylon signage under separate review and use permit application.**

There will be three pylons located in the northern portion of the project along the I-10 freeway, as noted on the sign location plan on page 4. These signs will serve primarily to identify hotel and retail establishments, but may also display prominent office and medical tenants as well. The freeway pylons are a key element for site recognition, containing the name of the project and up to six tenants. Landscaping requirements will be addressed and adhered to upon further development of the site in which the sign is located.

Sizes

Overall Height:	80'-0" (Type 1A/ 1B) 85'-0" (Type 1C)
ID Panel:	27'-6"x6'-3" 172 s.f.
Tenant Panel:	20'-2"x6'-0" 6 at 122 s.f. each

Construction

Structure:	Finished aluminum fabrication over pole footings as required.
ID/Tenant Panels:	Finished aluminum fabrication - routed copy with push-thru acrylic. One space to contain digital message board that will display tenant advertising at the frequency of 4 messages per minute. The message board on Pylon 1B shall display events and happenings at the hospital, and as events may not change frequently, the same message may be in place for days or weeks at a time.
Cap Details:	Aluminum fabrication painted with designated colors.

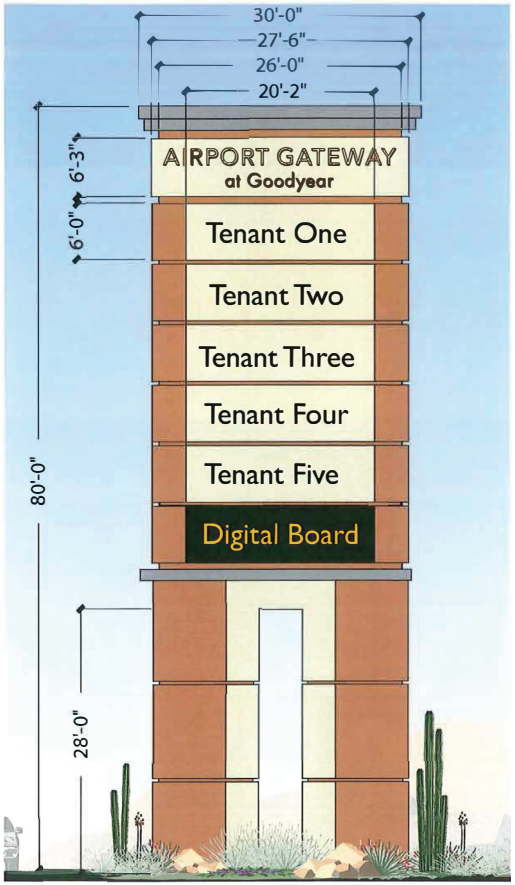
Colors

Structure:	Sand Dollar and S'mores
ID/Tenant Panels:	Sand Dollar
Cap Details:	Painted to match Hemlock

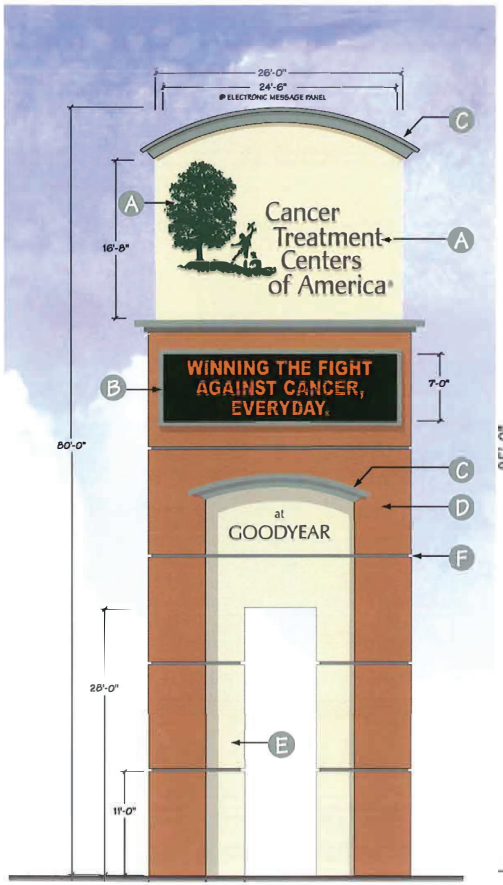
Illumination Internal, halo or combination

***Notwithstanding the above, Pylon Type 1C shall materially conform with this rendering and the Large Retail User with Gas Station standards in Appendix B.**

Designed and prepared by:
JRC Design 4634 North 44th Street
Phoenix, Arizona 85018



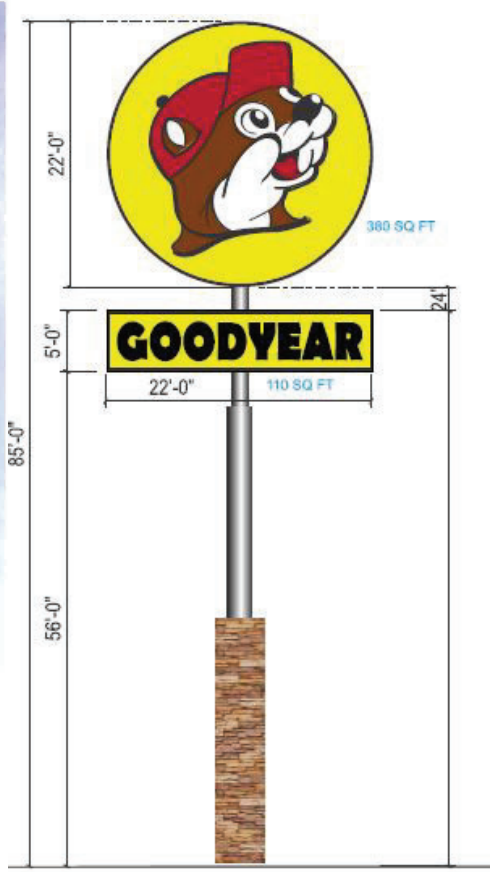
Pylon 1A



Pylon 1B

Pylon 1B Specifications

- A INTERNALLY ILLUMINATED REVERSE PAN CHANNEL LETTERS WITH LED "HALO" ILLUMINATION
- B LED ILLUMINATED MESSAGE PANEL
- C DECORATIVE CORNICE TEXTURED AND PAINTED TO MATCH HEMLOCK GREEN
- D ALUMINUM POLE COVER TEXTURED AND PAINTED TO MATCH DRIVIT 375 SPICE TAN
- E ALUMINUM POLE COVER TEXTURED AND PAINTED TO MATCH DRIVIT 449 BUCKSKIN
- F ALUMINUM REVEAL TEXTURED AND PAINTED TO MATCH HEMLOCK GREEN



Pylon 1C

Sign Type 2 - Corner ID Monument

This sign type will be located at the southwest corner of the project at the Bullard Avenue and Van Buren Street intersection, as well as the corners of significant intersections throughout the project. This sign should be used only to identify the project, however, a substantial user located at such corner may be permitted to use such sign to display their project identification (both logo and company name) with approval from the Owner and the City of Goodyear. In any case, the sign shall be integrated into the surrounding landscaping.

Sizes
Overall Height: 6'-0"
ID Area: 25'-0"x3'-3" 80 s.f.

Construction
Structure: Masonry fabrication.
ID Letters: Reverse pan channel dimensional letters, pin mounted off surface.

Colors
Structure: Sand Dollar and S'mores
ID Letters: S'mores

Illumination Halo, ground up-lit or combination



Designed and prepared by:
JRC Design 4634 North 44th Street
Phoenix, Arizona 85018

Sign Type 3 - Entry Wall ID Monument

This sign type will be located at the entries to the project on Bullard Avenue and Van Buren Street. This sign shall be used only to identify the project entry and shall be integrated into the surrounding landscaping.

Sizes

Overall Height:	6'-0"
ID Area:	*Airport Gateway:* 14'-3"x2'-0" *at Goodyear:* 4'-4"x9" Total 32 s.f. per side

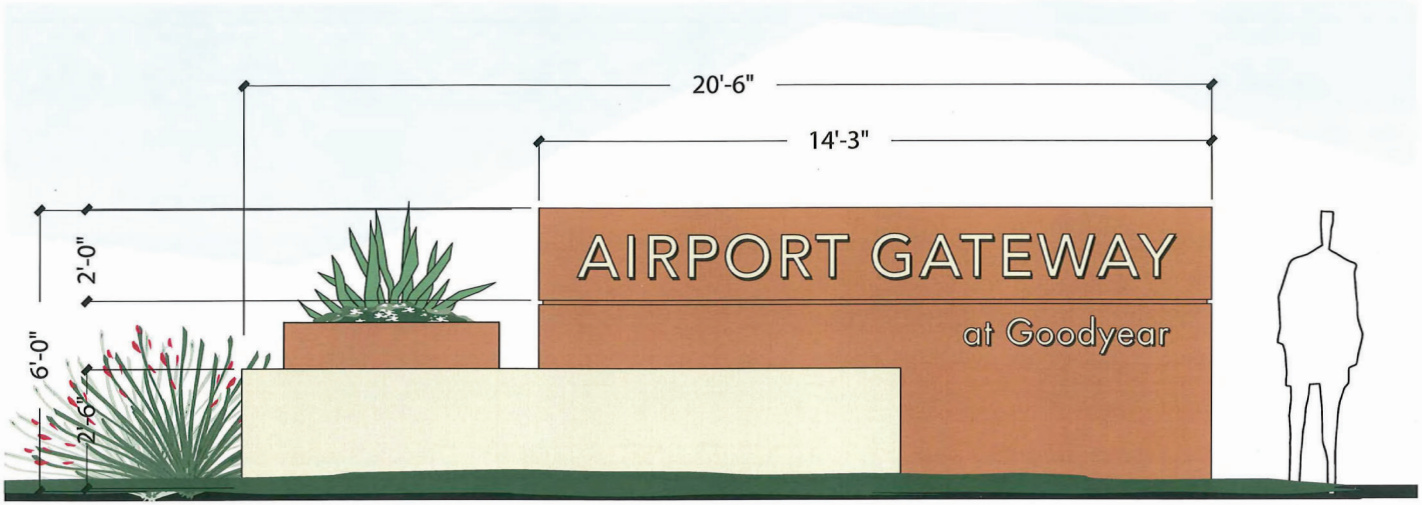
Construction

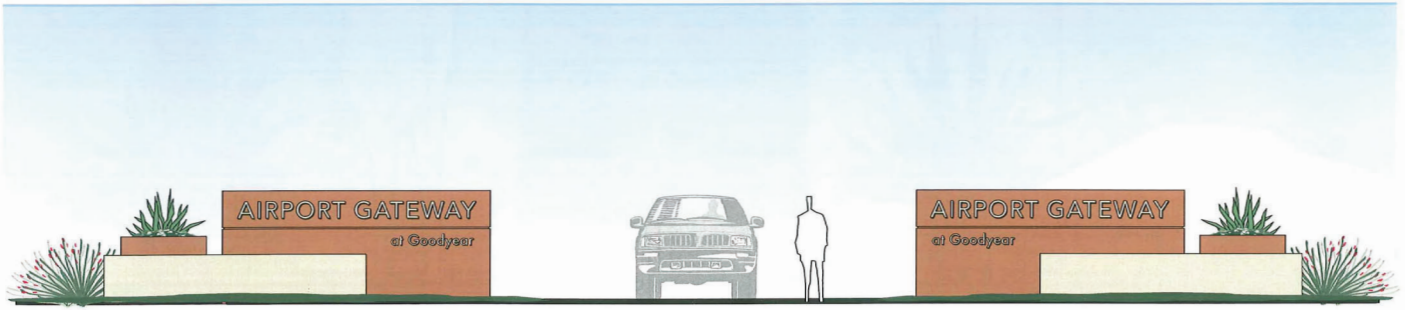
Structure:	Masonry fabrication.
ID Letters:	Reverse pan channel or flat cut-out letters, pin mounted off surface.

Colors

Structure:	Sand Dollar and S'mores
ID Letters:	Sand Dollar

Illumination Halo, ground up-lit or combination





Designed and prepared by:
JRC Design 4634 North 44th Street
Phoenix, Arizona 85018

Sign Type 4 - Overall Project Directionals

This sign type will be located along the main interior roadways throughout the site at major decision points for vehicular traffic. This sign shall be used to guide visitors to major destinations and shall be integrated into the surrounding landscaping.

Sizes

Overall Height:	6'-6"
Panels:	4'-0"x1'-3" 4 at 5 s.f. (20 s.f.)

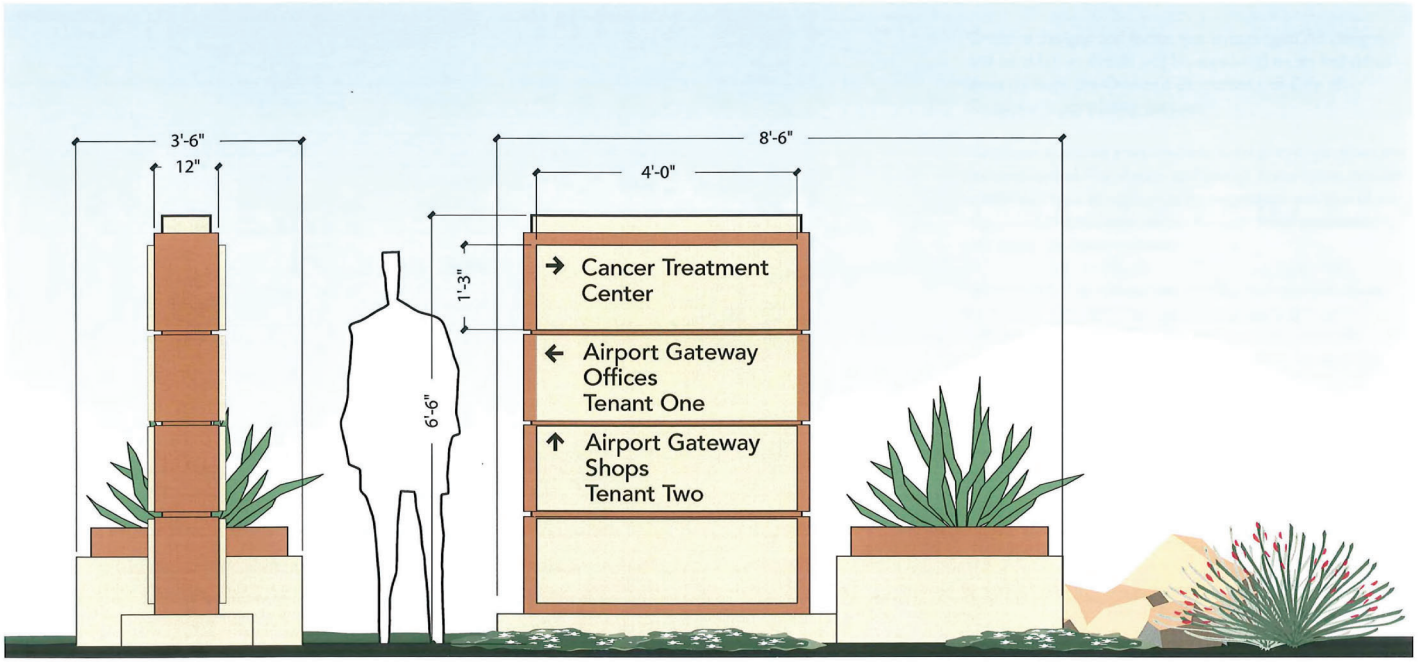
Construction

Base:	Masonry fabrication.
Cabinet/Panels:	Aluminum fabrication. Routed in
Information:	Reflective vinyl applied to cabinet.

Colors

Structure:	Sand Dollar and S'mores
Panels:	Sand Dollar
Information:	Brown or black reflective vinyl.

Illumination Ground up-lit or none



Designed and prepared by:
JRC Design 4634 North 44th Street
Phoenix,Arizona 85018

Tenant Storefront Signage Criteria

In order to maintain overall quality and uniqueness in the signage and graphics within Airport Gateway at Goodyear, the following set of guidelines has been developed to be applied to all exterior graphic concerns.

The intent is to establish a sense of quality through creativity and individuality. The results of these guidelines should produce tasteful identity for all users. Recognize that some businesses are small, non-franchise establishments that depend on their signs' clear communication to bring customers in by allowing the use of varied, well designed, sign types.

Design Practices/Standards

Creative designs and forms are encouraged. All designs and installation details will be approved on an individual basis through the Owner's discretion and City of Goodyear's permitting process.

To create a special environment, unique signage types are recommended. The design and use of these types require a different type of signage area calculation and therefore may be allowed more square footage when applications are made for these tenants.

Also included are those elements, materials and signage types that will not be acceptable unless they can be utilized in such a manner that demonstrates to the Owner that they are in keeping with the overall design quality and criteria.

Designed and prepared by:
JRC Design 4634 North 44th Street
Phoenix, Arizona 85018

Building Wall Sign Matrix

User Type	Type	Placement	Area	Quantity	Description /Illumination
Retail/Commercial	Anchor Tenants 75,000+ s.f.	Sign fields must be delineated at time of Final Site Plan review. Primary signage should be centered horizontally and vertically within the architectural frontage on which it is placed. All signage must be located within the Tenant's leased frontage.	One (1) square foot per each lineal foot of the building's front elevation, and one-half (1/2) square foot per each lineal foot for all other elevations. [1] Single tenant usage shall not exceed an aggregate of two hundred (200) s.f.[2] For Large Retail User with Gas Station 50,000+ square feet on Large Retailer with Gas Station Parcel see Appendix B	One (1) per tenant on all elevations with readability to public. Exception see Appendix B A maximum of four (4) elevations.	Both individual pan channel, letters and logos; reverse pan channel letters and logos; or custom cabinets shall be allowed. Tenants shall be allowed to use their nationally recognized corporate standard design and colors Internal backlit, halo or a combination thereof. No exposed raceways. For Large Retail User with Gas Station 50,000 + square feet on Large Retailer with Gas Station Parcel see Appendix B
	Major Tenants 45,000 - 74,999 s.f.			One (1) per tenant on all elevations with readability to public. A maximum of four (3) elevations.	
	Mini Majors 8,0000 - 44,999 s.f.				
	Shop/Pad Tenants	Sign fields must be delineated at time of Final Site Plan review. Primary signage should be centered horizontally and vertically within the architectural frontage on which it is placed and/or directly over the doorway if space permits. All signage must be located within the Tenant's leased frontage.		One (1) per tenant on all elevations with readability to public. A maximum of four (4) elevations.	
Mixed Use Office/Medical	Single tenant buildings	Sign fields must be delineated at time of Final Site Plan review. Primary signage should be centered horizontally and vertically within the architectural frontage on which it is placed and/or directly over the doorway if space permits.	One (1) square foot per each lineal foot of the building's front elevation, and one-half (1/2) square foot per each lineal foot for all other elevations. [1] Single tenant usage shall not exceed an aggregate of two hundred (200) s.f.[2]	A maximum of four (4) elevations may have signage.	Dimensional letters/logos (Flat cut out high density foam, acrylics, metals, cast acrylics, or reverse pan channels) [3] Consistent color(s) throughout multi-tenant building or group of buildings. Maximum of two (2) colors shall be selected from the building/signage color palette that will provide contrast from background surfaces. [3] Designs may be per the individual tenant's corporate design (symbol and typography). Signage to be halo, or non-illuminated, per Owner's discretion. [3] No exposed raceways.
	Multi-tenant buildings (1-2 stories)				
	Multi-tenant buildings (3 or more stories)	Sign fields must be delineated at time of Final Site Plan review. Signage to be allowed on lowermost and uppermost levels that offer signage placement. Primary signage should be centered horizontally and vertically within the architectural frontage on which it is placed and/or directly over the doorway if space permits. All signage may, or may not, be located within the Tenant's leased frontage.		A maximum of two (2) signs per business.	
Master Development (signage types allowed throughout the development)	Freeway Signs - Buildings with either main entry or rear elevations directly adjacent to freeway.	On elevations oriented to freeway traffic. Sign fields must be delineated at time of Final Site Plan review. All signage must be located within the Tenant's leased frontage.	One (1) square foot per each lineal foot of the building's front elevation, and one-half (1/2) square foot per each lineal foot for all other elevations. [1] Single tenant usage shall not exceed an aggregate of two hundred (200) s.f.[2]	One (1) sign per elevation.	Internal backlit or halo, or combination
	Awning Signage	Placed on awnings that are integral to the architecture, extending over tenants entry.	Maximum of 25% of front face area of awning may be used for signage.	One (1) per entry.	Shall not be illuminated. Shall not be calculated against tenants allowed aggregate.
	Window Signage	Placed on tenant windows at and around entry areas.	Maximum of 25% of total window area may be used for signage.	N/A	Shall not be illuminated. Shall not be calculated against tenants allowed aggregate.

1 Sign proportions restricted to 70% vertical height and 80% horizontal width of architectural space installed upon.

2 Larger square footage exceptions and alternate sign locations may be considered for major tenants or single user tenants on an individual basis upon approval of the Owner and the City Goodyear.

3 Exceptions may be made to allow major single tenant office and medical users to use pan channel face-lit letters and logos, and their corporate standard colors, based on approvals by the Owner and the City of Goodyear.

Designed and prepared by:
JRC Design 4634 North 44th Street
Phoenix, Arizona 85018

Letter and Logo Standards

All retail tenants shall have building mounted signs fabricated as pan-channel/reverse pan-channel letters and logos, flat cut-out metal, and/or "custom" cabinets. Office tenants shall utilize reverse pan-channel letters and logos. Exceptions may be made, however, to allow major single tenant office or medical users to use pan-channel letters, based on approvals from the Owner and the City of Goodyear.

Construction

Individual letters and logos must be constructed with sheet aluminum returns and retainers. Minimum material thicknesses to be .090 for faces and .050 for letter and graphic returns. Flat cut out metal letters shall be a minimum 1" thick. No "Channelume," "Letteredge," or similar material will be allowed.

Individual letters and logos shall not project from the face of the building more than 8" for those utilizing a concealed raceway, and 12" for self contained letters or cabinets. Depth of letters and logos for any one project should be consistent throughout to maintain design continuity and higher level of quality.

Threaded rods or anchor bolts shall be used to mount sign letters, which are spaced out from the building face. Angle clips attached to letter sides will not be permitted. All mounting attachments shall be sleeved and painted.

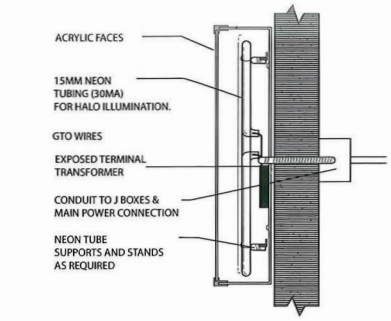
Illumination

Lighting for wall mounted individual letters can either be internally backlit, halo illuminated, or a combination thereof. Indirect lighting when integrated into the architecture is also a recommended solution for unique individual letter applications.

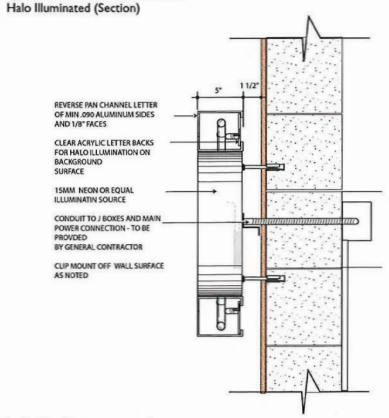
Lighting used for all the various applications can be neon, low voltage LED, halogen pin mounted or fluorescent when full spectrum lamps are used.

When using white, all whites will be 6200-6500K.

Typical Pan-Channel Letter
Halo Illuminated (Section)



Typical Reverse Pan-Channel Letter
Halo Illuminated (Section)



Individual letter examples.



Custom Cabinet Standards (Retail)

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 and contrasting color, texture or material from one another to create depth and dimension.

Unless as part of a nationally registered and/or trade-marked logo, rectangular shaped "cabinets" shall not be allowed.

All signs will be approved on an individual basis through owners discretion. Creative designs and forms are encouraged.

Construction

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 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.

Illumination

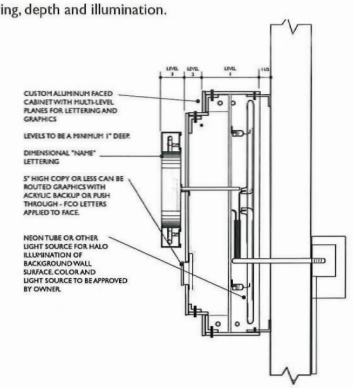
Exposed neon tubing shall be permitted subject to Developer/Landlord on custom cabinets only.

Custom cabinets shall be internally illuminated and should be halo illuminated to provide definition of the outer edge of the cabinet.

Installation

All custom cabinets may be installed up to 1 1/2" off face of building to provide for halo illumination.

Typical "Custom Cabinet" section detail for layering, depth and illumination.



Grazia - Individual letters with cut out aluminum panels with routed/backup copy.



Individual flat cut out planes of distressed metal, halo backlighted.

Individual pan channel letters over layers of custom shapes and banner with routed copy.





Designed and prepared by:
JRC Design 4634 North 44th Street
Phoenix, Arizona 85018

Storefront Signage Standards

Window Signs

No more than 25% of front glass area may have signage/ graphics, applied to, or within three (3) feet behind the window area. This includes temporary signage applications for sales, promotions and/or any permanent identification signage. Permanent identification signage may include the name of the establishment, hours of operation, suite numbers, logos and other graphic elements.

This signage does not count against the tenant's square footage allotment.

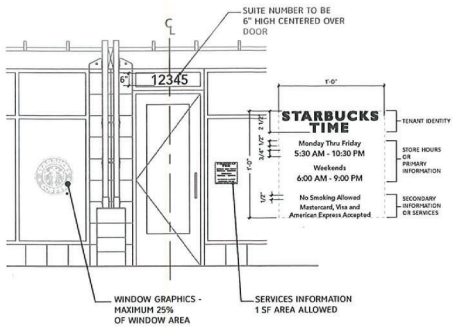
Printed menus are not allowed to be taped to windows. Menus for take-out or eat-in restaurants, or in-store services must be within an architecturally integrated, enclosed design element. These may be internally illuminated.

Colors and Layouts

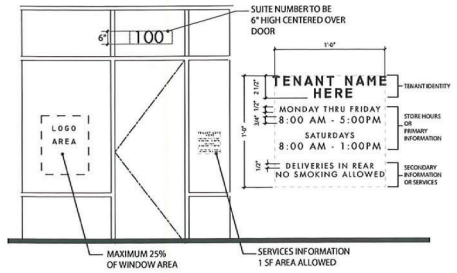
For retail applications, colors should be used aesthetically and effectively within the tenant's corporate colors and graphic standards.

For office/medical applications, colors should be kept to a standard white or subdued color consistently used throughout the building or complex.

Typical retailwall sign application example



Typical office wall sign application example



Service Door Signage & Building Addressing

Service Door Signage (Retail)

Service/back doors to Tenant spaces throughout the project shall be standard 5" address number, and 4" name identification (may also include and additional information as required by local jurisdiction). Shall be installed by the Landlord. Typeface to be Avenir 65 Medium.

The Tenant shall not apply any signage or other wording to service doors.

Building Addressing

Building Identification Address Numerals to be individual reverse pan channels with optional neon halo backlighting for night time visibility based on Owner's option.

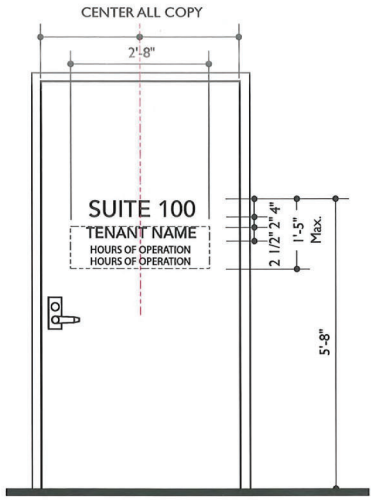
Numeral height shall be a minimum twelve inches (12").

Returns shall be three inches (3") deep and mounted one and one-half (1-1/2") inches off background wall. (See standard letter construction details.)

Numerals shall be located on the corner of the building facing the nearest major street, to be visible to approaching emergency response vehicles. Quantity shall be determined by the Fire Marshall based on the site plan.

Color of numerals shall provide contrast to the background surface for visibility.

Typeface to be consistent throughout Airport Gateway at Goodyear is Avenir 65 Medium.



1234567890

Designed and prepared by:
JRC Design 4634 North 44th Street
Phoenix, Arizona 85018

Project Graphic Standards/General Requirements

All tenants, of all user types, within Airport Gateway at Goodyear shall adhere to the following graphic standards and general requirements & procedures in creating their individual signage packages.

The graphics standards set forth are good design practices for lettering sizes, proportions and design techniques to provide quality signage for identification graphics for all Owners/Occupants and Tenants within Airport Gateway at Goodyear.

The general requirements includes procedures, restrictions and stipulations for the whole project which will ensure a quality development for the Owner as well as the City of Goodyear.

Colors & Typography

For retail tenants, colors, letter styles and logos shall be per the tenant's registered corporate standards. Faces and returns should be consistent in color to create a more quality oriented design and manufactured product.

For office users, letter styles and logos may be per tenants corporate standards. If the tenant has no such standard, the typeface Avenir 85 Heavy shall be utilized.

Avenir 85 Heavy
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Consistent in color(s) throughout multi-tenant building or group of buildings, containing a maximum of two (2) colors which shall be selected from the building/signage color palette that will provide contrast from background surfaces. Exceptions may be made, however, to allow major single tenant office or medical users to use their corporate standard colors, based on approvals from the Owner and the City of Goodyear.

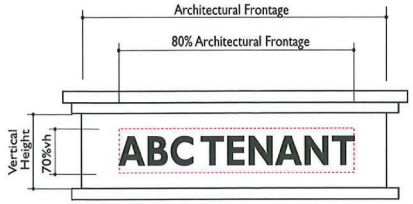
Location

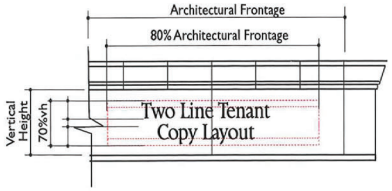
Primary identification for retail applications should be centered, whenever possible, over main entry. These locations provide wayfinding to the establishment. See page 9 for specific location criteria.

Architectural Sign Size

The overall height of any sign layout (single or multiple lines of copy, graphics or custom cabinets) should be based on a maximum vertical height and horizontal width, utilizing good design proportions of the architectural fascia, wall, or sign area it is installed upon.

Acceptable proportions shall not exceed a maximum of seventy-five percent (75%) of the vertical height and an overall length held to a maximum of eighty percent (80%) of the area which it is installed upon.





Sign Area Calculation

Where a sign consists "Standard and or typical" signage applications of individual letters, numerals, symbols, or other similar components, the total area of the sign shall be the sum of the areas of the squares or rectangles surrounding each individual component.



Layout/Design Standards

A minimum of one half letter height line spacing will be used between all multiple lines of signage layouts, unless corporate standards (Owner's nationally registered trademark) create a unique circumstance.

Occasional ascenders and descenders, or logo details (maximum of 4%) will be allowed to go beyond the sign envelope, but must be counted as square footage and may not be closer than three inches (3") from break or delineation of architecture.



Signage layouts must include a name for the store and can not be descriptive only. For example INSURANCE, NAILS, TANNING SALON, as the sole identifier for the store will not be allowed.



Bold and blocky san serif as service ID only - not allowed



San serif font used with a name and style - allowed

Tag lines shall be allowed on an individual basis only and are subject to Landlord approval. Any allowable tag lines shall be individually illuminated or non-illuminated and shall not exceed 10" in height. The width of the tag, if approved, shall not exceed 75% of the width of the fascia on which it is installed

Tag lines of services or individual products for sale within the store will not be allowed unless part of the nationally registered trade or service mark. Proof of registration will be required.



Letter Spacing/Kerning

To fit layout standards, lettering and/or logo may not be condensed more than 90% of horizontal letter width of original design.

Examples below illustrate a name that is allowed a maximum letter height of 24" within a designated maximum length. The graphics show what is allowed for fitting the lettering within that space, based on the tenants registered trademark/logo.





ACCEPTABLE LAYOUT
SLIGHTLY REDUCED LETTER AT 90% HORIZONTAL SPACING



UNACCEPTABLE LAYOUT
MAX. LETTER-TOO TIGHT KERNING AND AT 90% HORIZONTAL SPACING



UNACCEPTABLE LAYOUT
MAX. LETTER-80% HORIZONTAL SPACING

Designed and prepared by:
JRC Design 4634 North 44th Street
Phoenix, Arizona 85018

General Sign Standards and Requirements

All signs at Airport Gateway at Goodyear must be compatible with the standards outlined in these Comprehensive Signage Standards and in conformance with the Declaration of Restrictions and Easements. The purpose of the sign standards is to ensure an attractive shopping environment and to protect the interests of the surrounding neighborhood, Developer, and Owners/Occupants of all parcels within Airport Gateway at Goodyear. Conformance will be strictly enforced, and any installed nonconforming or unapproved signs will be brought into conformance at the sole expense of the Owner/Occupant.

Before designing signs, all Airport Gateway at Goodyear Owners/Occupants will receive a copy of these signage standards. Sign plans submitted to the Committee for approval must conform to these standards. The Committee may administer and interpret the criteria as it applies to signage designs. All signs must be approved in writing by the Committee prior to application to the City of Goodyear for permitting.

For Committee review, send three (3) sets signage drawings to:

Owner
Attn.: Airport Gateway at Goodyear
EJM Development Co.
7419 E. Helm Dr., Suite E
Scottsdale, AZ 85260

1. Signage proposal. Each Owner/Occupant must submit to the Committee three (3) sets of detailed shop drawings showing locations, dimensions, sizes, design, colors, materials, lettering, graphics, conduits, junction boxes, sleeves, and other mounting apparatus of all proposed wall, window, and rear door signs. This submittal must be made at least fifteen (15) days prior to submitting requests for permits or manufacturing.

2. Sign contractor's responsibilities. Prior to preparation of signage drawings and specifications, the Owner's/Occupant's sign contractor must review all architectural, structural, and electrical documents as they relate to the building wall and/or storefront at the proposed signage location. In addition, the sign contractor should visit the project site to become familiar with as-built conditions and verify all dimensions.

Designed and prepared by:
JRC Design 4634 North 44th Street
Phoenix, Arizona 85018

3. Committee review. After review of the signage proposal, the Committee will return one of the three sets of drawings to the Owner/Occupant, marked either "Approved," "Approved as Noted," or "Revise and Resubmit."

4. "Approved." If drawings are marked "Approved," the Owner/Occupant is allowed to proceed with sign permitting and then construction and installation in accordance with the drawings.

5. "Approved as Noted." If drawings are marked "Approved as Noted," the Owner/Occupant is allowed to proceed with sign permitting and then construction and installation, provided that any modifications noted are incorporated into the design. An applicant that takes exception to the noted modifications may revise and resubmit, as explained below.

6. "Revise and Resubmit." If drawings are marked "Revise and Resubmit," the plans will be returned to the Owner/Occupant with comments. The drawings should be revised and resubmitted for Committee approval.

7. Openings in building walls. Locations of all openings for conduit and sleeves in building walls must be indicated by the sign contractor on the drawings submitted. The contractor shall install the sign in accordance with the approved drawings.

8. Messages. Signs are restricted to advertising either (a) the person, firm, company, or corporation operating the use conducted on the site, or (b) the products sold therein, but not both.

9. Owner/Occupant responsibilities for other regulations. The Committee's approval of an Owner's/Occupant's signage plan does not constitute an implication, representation, or certification by the Committee that those plans are in compliance with applicable statutes, codes, ordinances, or other regulations. Compliance with other regulations is the sole responsibility of the Owner/Occupant for all work performed on the premises by or for the Owner/Occupant.

10. Prohibited signs. 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 Committee. Signs that are installed without written approval from the Committee, or that are inconsistent with approved drawings, may be subject to removal and reinstallation by the Developer at the Owner's/Occupant'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 fixed balloons are not permitted in any location, whether or not visible from outside the premises. Change-panel signs are prohibited, except at gas stations. Prohibited signs will be removed at the Committee's discretion.

11. Illuminated signs. The City of Goodyear requires permits for all signs and electrical permits for all signs that are illuminated. It is the Owner's/Occupant's sole responsibility to secure these and any other permits that may be required, and to remain in compliance with these approvals and permits.

12. Size limitation. Each Owner/Occupant must limit the area of its sign in accordance with the area allocated for signage. Maximum letter height and length varies according to storefront, but it must not exceed the area allocated for signage. Each Owner/Occupant will be granted a minimum of one sign.

13. Labels. No labels are permitted on the exposed surface of signs, except those required by local ordinance. Sets of individual letters shall have one label on an end letter only. These are to be installed in an inconspicuous location.

14. Freestanding signs. All freestanding signs must meet applicable setbacks, and their installation must comply with all local building and electrical codes.

15. Upkeep and maintenance. Each Owner/Occupant is fully responsible for the upkeep and maintenance of its sign(s), including any individual pylon or monument signage, and Owners/Occupants are to repair any sign defects within five (5) days of notification. If an Owner/Occupant does not repair said sign(s), the Developer, at the Owner/Occupant's sole cost and expense, may repair and/or replace sign(s). A penalty of 100% of the Developer's cost to repair said signage, in addition to the cost of the repair, may be assessed to the Owner/Occupant if the Developer or Property Manager is required to provide the necessary maintenance due to the Owner's/Occupant's noncompliance following notification.

16. Illumination timer. Power to illuminate the Owner's/Occupant's sign is to be from Owner's/Occupant's electricity meter, switched through a Tork DW-2100AY time clock, set in accordance with schedules determined by the Developer and shopping center manager.

17. Sealing of building penetrations. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight fashion.

18. Damage caused by or during installation. The sign contractor and/or Owner/Occupant will pay for any damage to a building's fascia, canopy, structure, roof, building elements or flashing caused by sign installation.

19. Required insurance for sign contractors. All sign contractors must carry workers' compensation and commercial liability insurance against all damages suffered or done to any and all persons and/or property while engaged in the construction or installation of signs, with a combined single limit in an amount not less than two million and no/100 dollars ($2,000,000.00) per occurrence. Every sign contractor must hold a current contractor's license in the State of Arizona. Landlord or building owner must be named as additionally insured in the workers' compensation and commercial liability insurance.

20. Committee's right to modify requirements. The Committee has the right to modify the sign standards and requirements for any Owner/Occupant.

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 Owner/Occupant, which includes Street-front signage, Storefront signage (arcade and window signage/graphics).

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 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.

Committee
Made up of the consenting owners as defined in the Construction, Operation and Reciprocal Easement Agreement.

Graphics
Lettering, symbols, and logos used for name identification (primary identification), and for identification of product and services (secondary identification or modifiers).

Sign Area
The aggregate area of the smallest rectangles that encloses individual elements of a sign's lettering and logos.

Sign Envelope
The overall height and length allowances of sign area designated for Owner/Occupant sign placement on a building elevation.

Street Front Signage
Signage installed parallel to the building fascia, typically located along the front of the building on parapet, fascia or building wall intended for the viewing of vehicular traffic.

Storefront Signage & Graphics- Permanent
This is the signage located along the storefront portion, oriented to pedestrian. It includes the transparent portion of storefront (windows) and/or solid wall areas used for merchandise display and permanent graphics. This includes 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.

Designed and prepared by:
JRC Design 4634 North 44th Street
Phoenix, Arizona 85018

APPENDIX “A”

v 1.3 - 061319



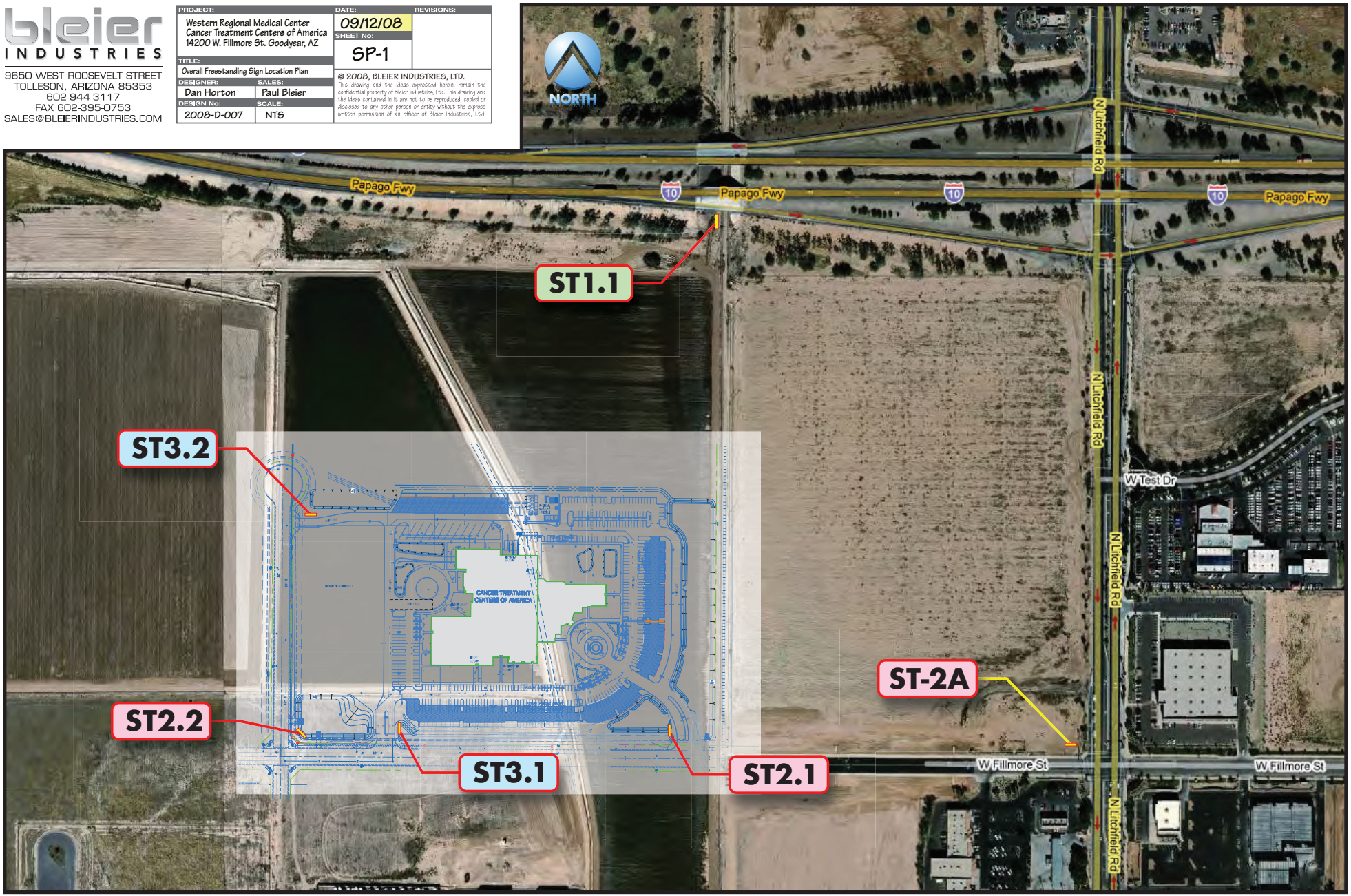
SIGNAGE CONSULTANT:

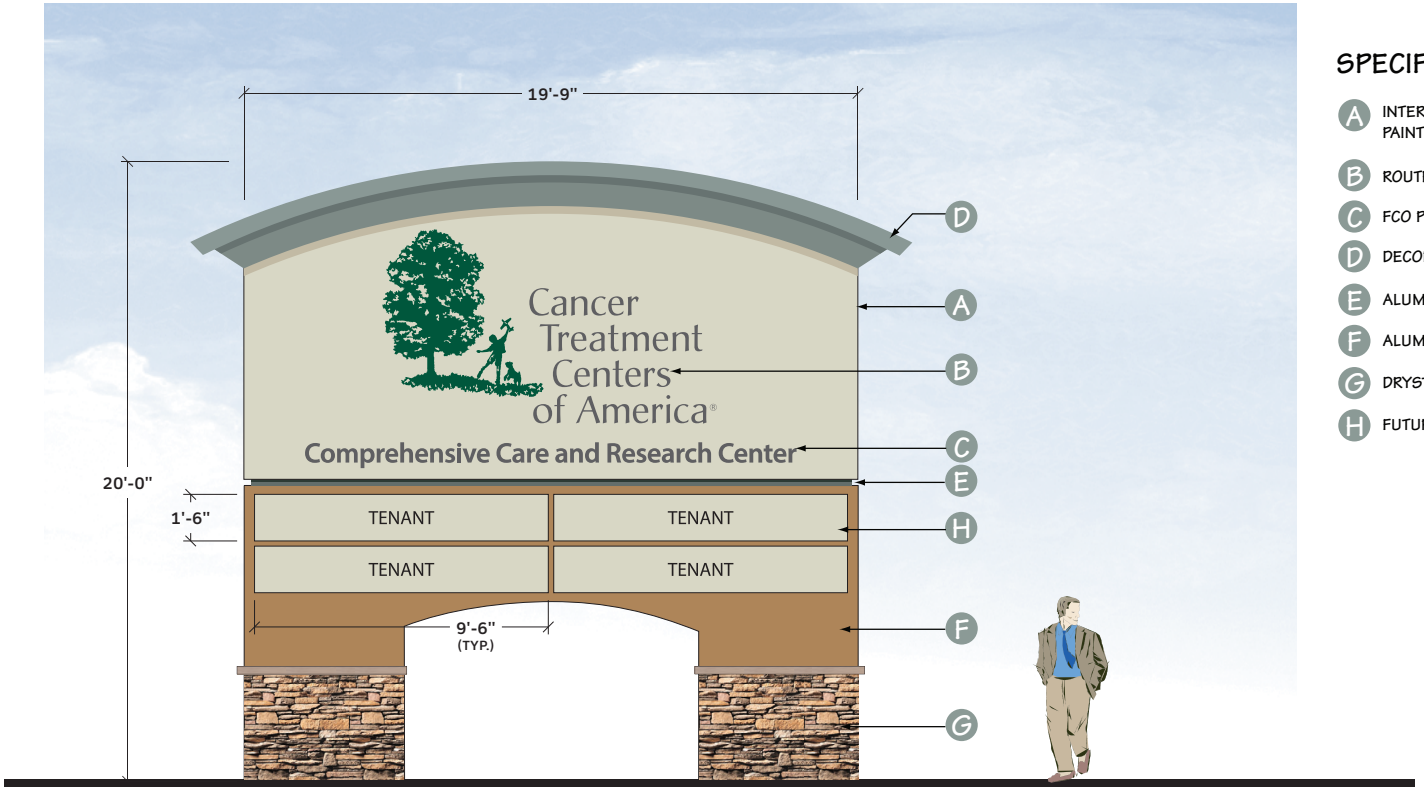
bleier
INDUSTRIES

bleier INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:		DATE:	REVISIONS:
Western Regional Medical Center Cancer Treatment Centers of America 14200 W. Fillmore St. Goodyear, AZ		09/12/08	
		SHEET No:	
		SP-1	
TITLE: Overall Freestanding Sign Location Plan			
DESIGNER: Dan Horton	SALES: Paul Bleier		
DESIGN No: 2008-D-007	SCALE: NTS		

© 2008, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.





TYPE 2A MONUMENT SIGN
Scale: 1/4" = 1'-0"

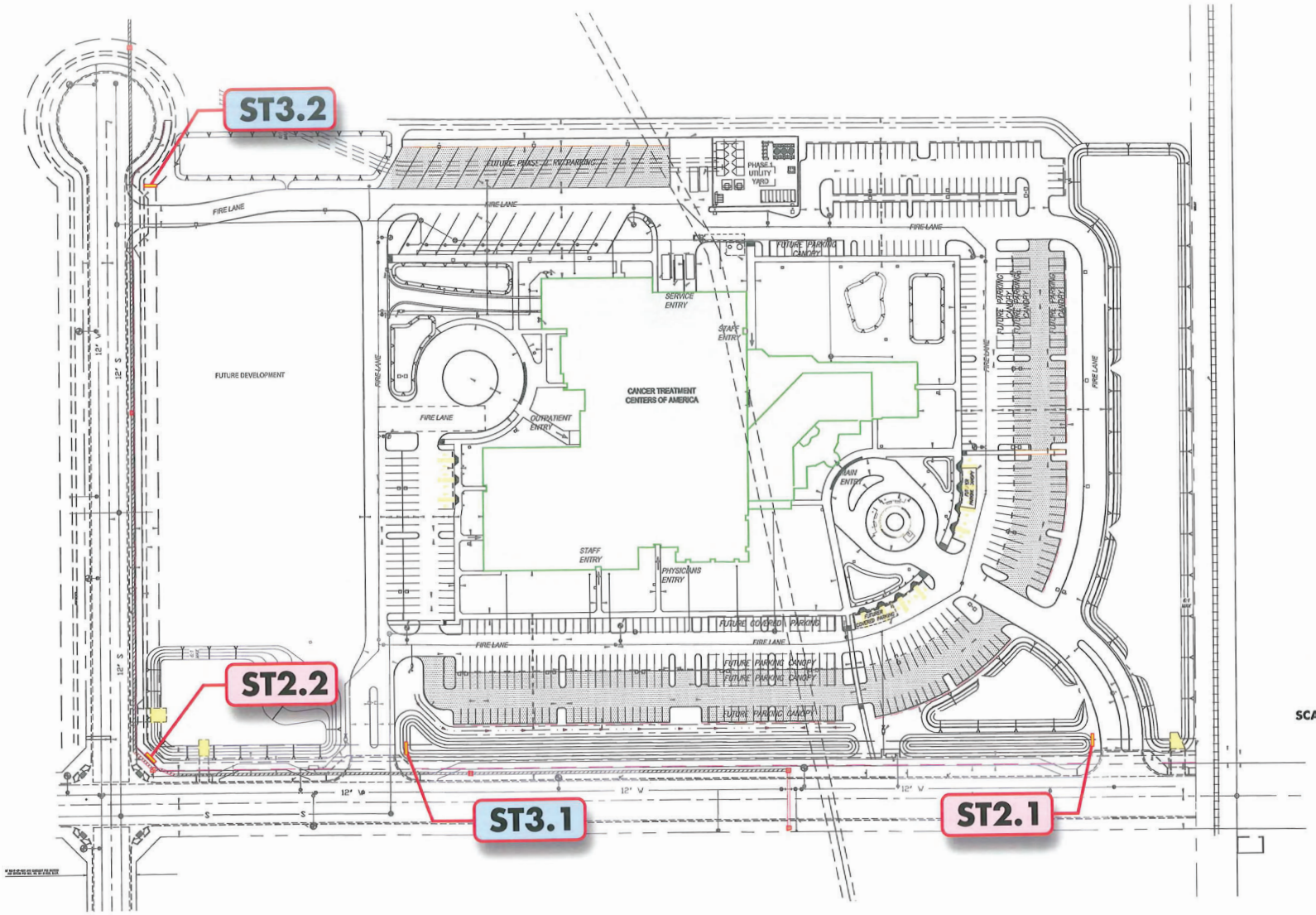
SPECIFICATIONS:

- A INTERNALLY ILLUMINATED SIGN CABINET TEXTURED AND PAINTED TO MATCH DRIVIT 449 BUCKSKIN
- B ROUTED COPY 1" PUSH THRU W/ 1ST SURFACE APPLIED VINYL OVER ACRYLIC BACK-UP
- C FCO PIN MOUNT 1/2" PAINTED ALUMINUM, NON-ILLUMINATED
- D DECORATIVE CORNICE TEXTURED AND PAINTED TO MATCH HEMLOCK GREEN
- E ALUMINUM REVEAL TEXTURED AND PAINTED TO MATCH HEMLOCK GREEN
- F ALUMINUM BASE TEXTURED AND PAINTED TO MATCH DRIVIT 375 SPICE TAN
- G DRYSTACK SOUTHERN LEDGESTONE RUSTIC CSV-2055
- H FUTURE MULTI-TENANT PANELS PAINTED TO MATCH DRIVIT 449 BUCKSKIN

bleier INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:	DATE:	REVISIONS:
Cancer Treatment Centers of America 14200 W. Celebrate Life Way Goodyear, Arizona 85338	6/13/2019	
	SHEET No: ST-2A	
TITLE: Type 2A Monument ID Sign		
DESIGNER: FMB / SALES: Paul Bleier		
DESIGN No: 2019-A-026 / SCALE: AS NOTED		

© 2019, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.

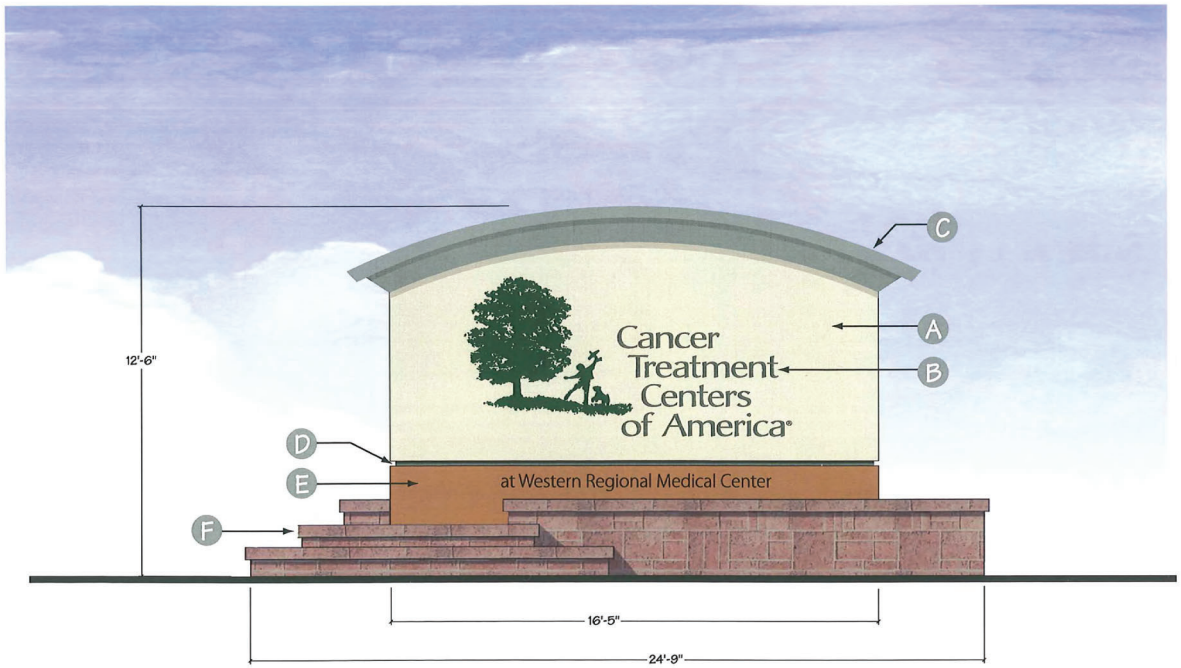


SCALE: 1" = 120'-0"

bleier INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:	Western Regional Medical Center Cancer Treatment Centers of America 14200 W. Fillmore St. Goodyear, AZ
TITLE:	Freestanding Sign - Location Plan
DESIGNER:	Dan Horton
SALES:	Paul Bleier
DESIGN No:	2008-D-007
DATE:	09/12/08
SCALE:	AS NOTED
REVISIONS:	
SHEET No:	SP-2

© 2008, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.



TYPE 2.1 - MONUMENT SIGN
SCALE: 1/4" = 1'-0"

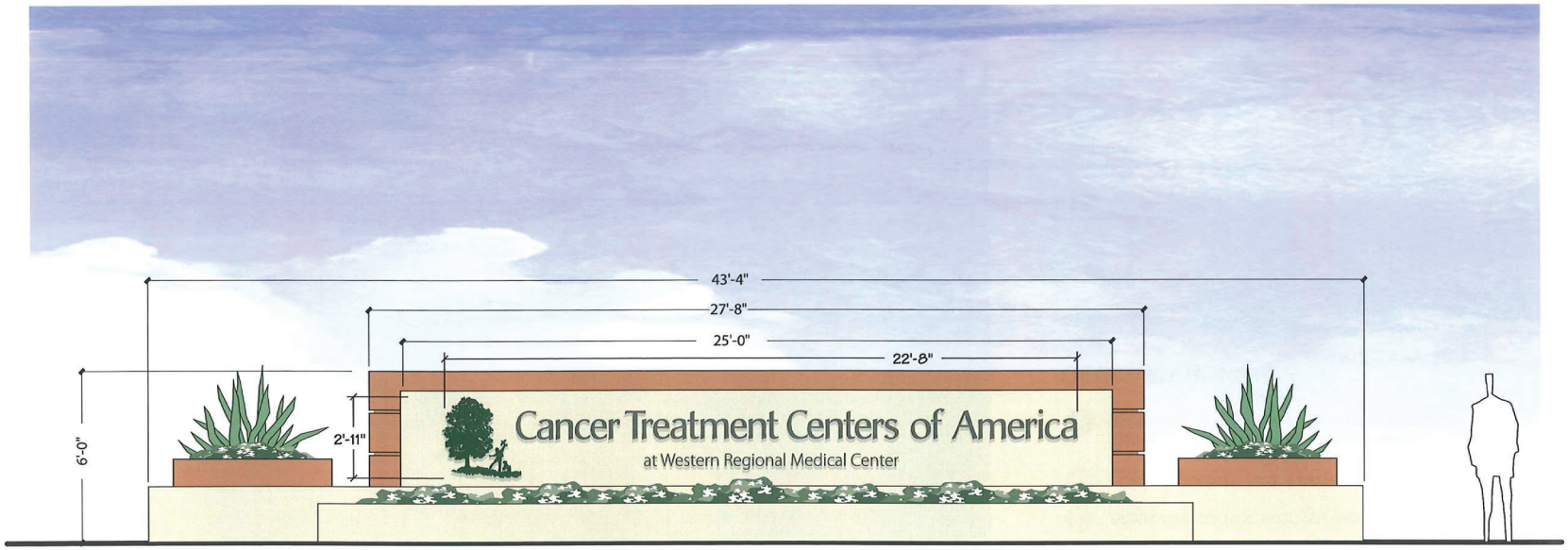
SPECIFICATIONS:

- (A) INTERNALLY ILLUMINATED SIGN CABINET TEXTURED AND PAINTED TO MATCH DRIVIT 449 BUCKSKIN
- (B) ROUTED COPY WITH FIRST SURFACE APPLIED VINYL OVER ACRYLIC BACK-UP
- (C) DECORATIVE CORNICE TEXTURED AND PAINTED TO MATCH HEMLOCK GREEN
- (D) ALUMINUM REVEAL TEXTURED AND PAINTED TO MATCH HEMLOCK GREEN
- (E) ALUMINUM POLE COVER TEXTURED AND PAINTED TO MATCH DRIVIT 375 SPICE TAN
- (F) DECORATIVE STONE/TILE BASE TO MATCH BUILDING PALETTE

bleier INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:		DATE:	REVISIONS:
Western Regional Medical Center Cancer Treatment Centers of America 14200 W. Fillmore St. Goodyear, AZ		09/12/08	
		SHEET No:	
		ST-2.1	
TITLE:			
Type 2.1 - Monument Sign			
DESIGNER:	SALES:		
Dan Horton	Paul Bleier		
DESIGN No:	SCALE:		
2008-D-007	AS NOTED		

© 2008, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.



TYPE 2.2 - MONUMENT SIGN

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

Sizes
Overall Height: 6'-0"
ID Area: 25'-0"x3'-3" 80 s.f.

Construction
Structure: Masonry fabrication.
ID Letters: Reverse pan channel dimensional letters, pin mounted off surface.

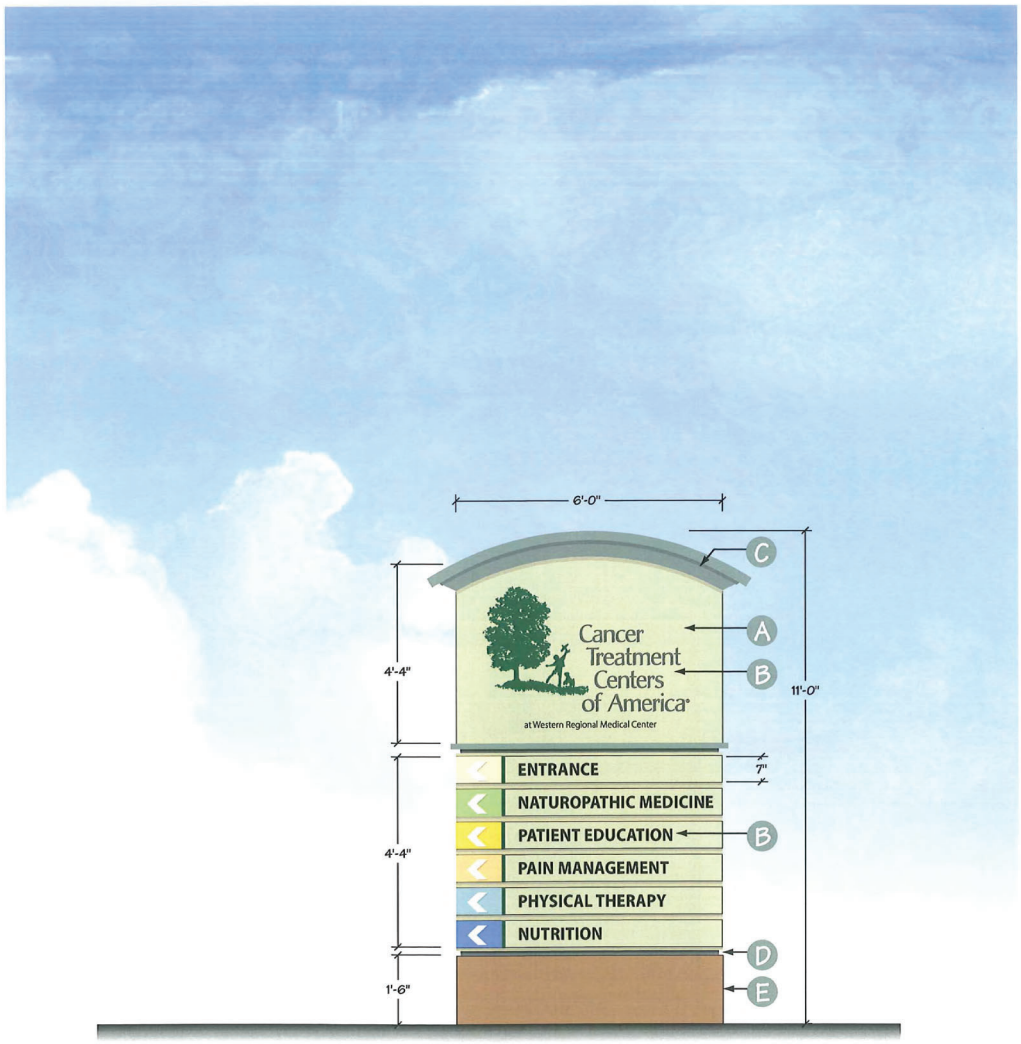
Colors
Structure: Sand Dollar and S'mores
ID Letters: S'mores

Illumination Halo, ground up-lit or combination

bleier INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:	DATE:	REVISIONS:
Western Regional Medical Center Cancer Treatment Centers of America 14200 W. Fillmore St. Goodyear, AZ	09/12/08	
	SHEET No: ST-2.2	
TITLE: Type 2.2 - Monument Sign		
DESIGNER: Dan Horton / SALES: Paul Bleier		
DESIGN No: 2008-D-007 / SCALE: AS NOTED		

© 2008, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.



TYPE 3.1 - DIRECTIONAL SIGN
SCALE: 3/8" = 1'-0"

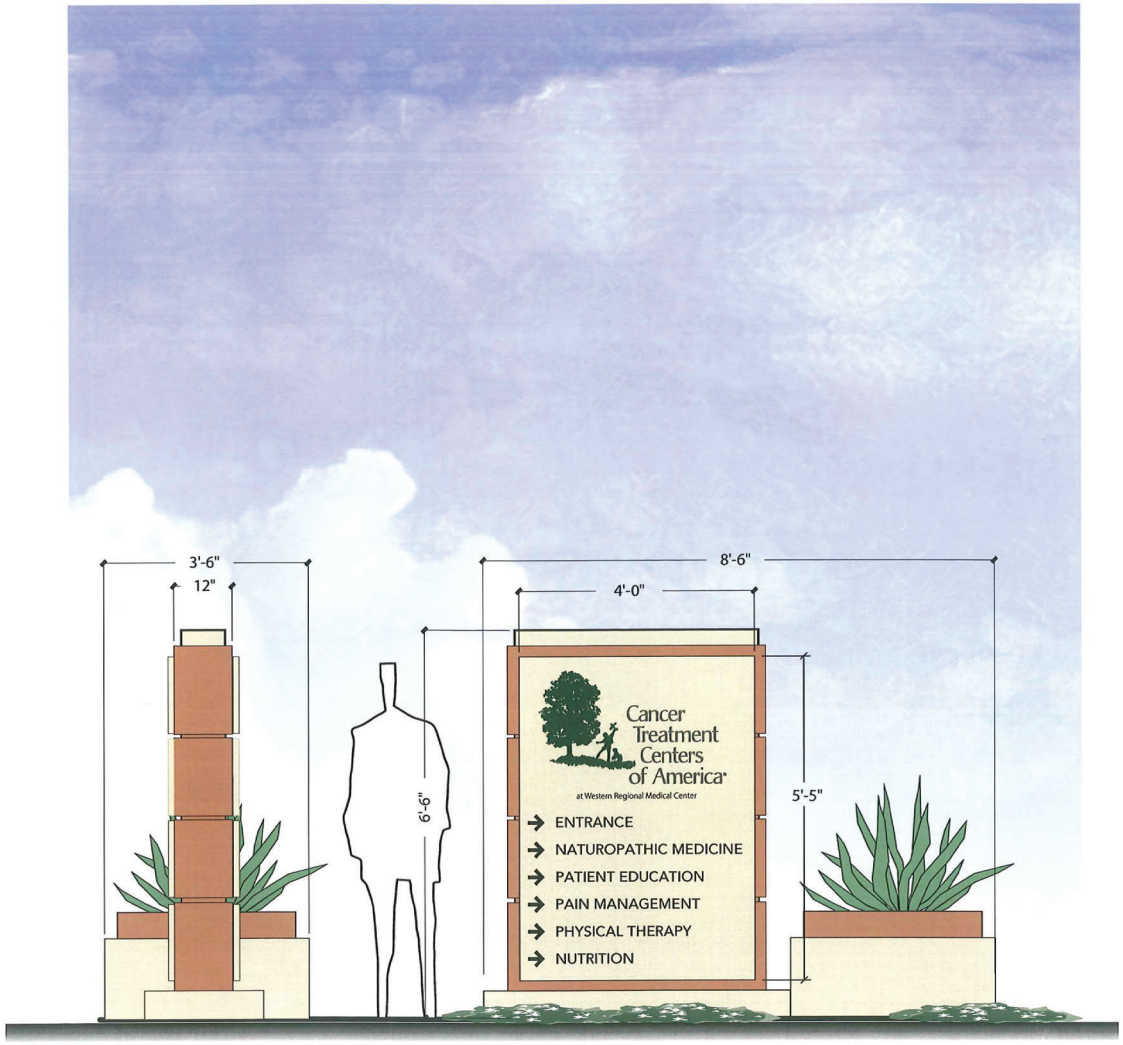
SPECIFICATIONS:

- A INTERNALLY ILLUMINATED SIGN CABINET TEXTURED AND PAINTED TO MATCH DRIVIT 449 BUCKSKIN
- B ROUTED COPY WITH FIRST SURFACE APPLIED VINYL OVER ACRYLIC BACK-UP
- C DECORATIVE CORNICE TEXTURED AND PAINTED TO MATCH HEMLOCK GREEN
- D ALUMINUM REVEAL TEXTURED AND PAINTED TO MATCH HEMLOCK GREEN
- E ALUMINUM POLE COVER TEXTURED AND PAINTED TO MATCH DRIVIT 375 SPICE TAN

bleier INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:	DATE:	REVISIONS:
Western Regional Medical Center Cancer Treatment Centers of America 14200 W. Fillmore St. Goodyear, AZ	09/12/08	
	SHEET No: ST-3.1	
TITLE: Type 3 - Directional Pole Sign		
DESIGNER: Dan Horton / SALES: Paul Bleier		
DESIGN No: 2008-D-007 / SCALE: AS NOTED		

© 2008, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.



TYPE 3.2 - DIRECTIONAL SIGN
SCALE: 3/8" = 1'-0"

Sizes
Overall Height: 6'-6"
Panels: 4'-0"x7'-3" 4 at 5 s.f. (29 s.f.)

Construction
Base: Masonry fabrication.
Cabinet/Panels: Aluminum fabrication. Routed in
Information: Reflective vinyl applied to cabinet or routed copy with acrylic back-up, TBD.

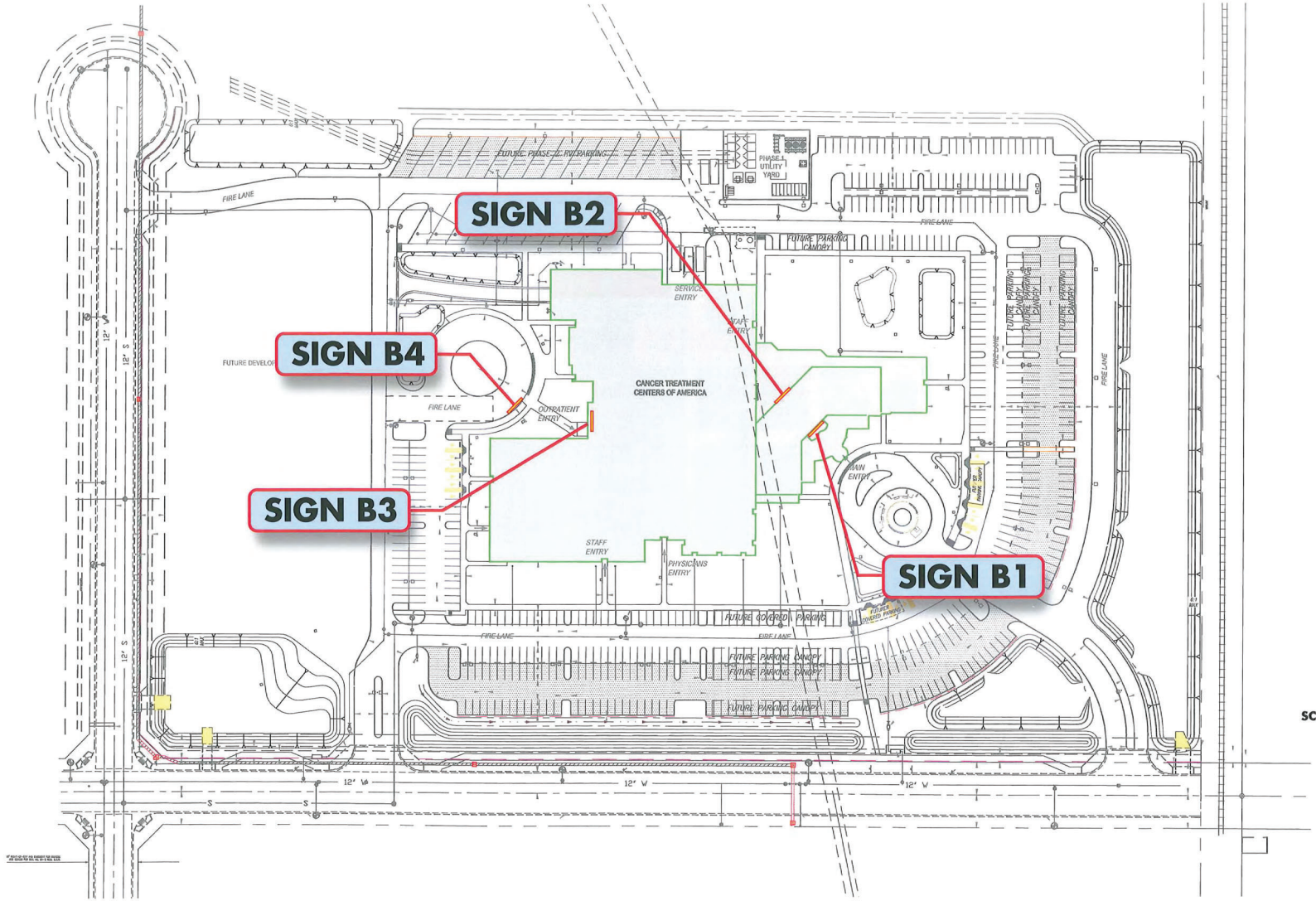
Colors
Structure: Sand Dollar and S'mores
Panels: Sand Dollar
Information: Brown or black reflective vinyl.

Illumination Internal or Ground up-lit or none, TBD

bleier INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:		DATE:	REVISIONS:
Western Regional Medical Center Cancer Treatment Centers of America 14200 W. Fillmore St. Goodyear, AZ		09/12/08	
		SHEET No: ST-3.2	
TITLE: Type 3.2 - Directional Pole Sign			
DESIGNER: Dan Horton	SALES: Paul Bleier		
DESIGN No: 2008-D-007	SCALE: AS NOTED		

© 2008, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.



bleier INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:	Western Regional Medical Center Cancer Treatment Centers of America 14200 W. Fillmore St. Goodyear, AZ
TITLE:	Building Sign - Location Plan
DESIGNER:	Dan Horton
SALES:	Paul Bleier
DESIGN No:	2008-D-007
DATE:	08/18/08
SCALE:	AS NOTED
REVISIONS:	
SHEET No:	SP1-BS

© 2008, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.

NORTH

SCALE: 1" = 120'-0"



Main Entry

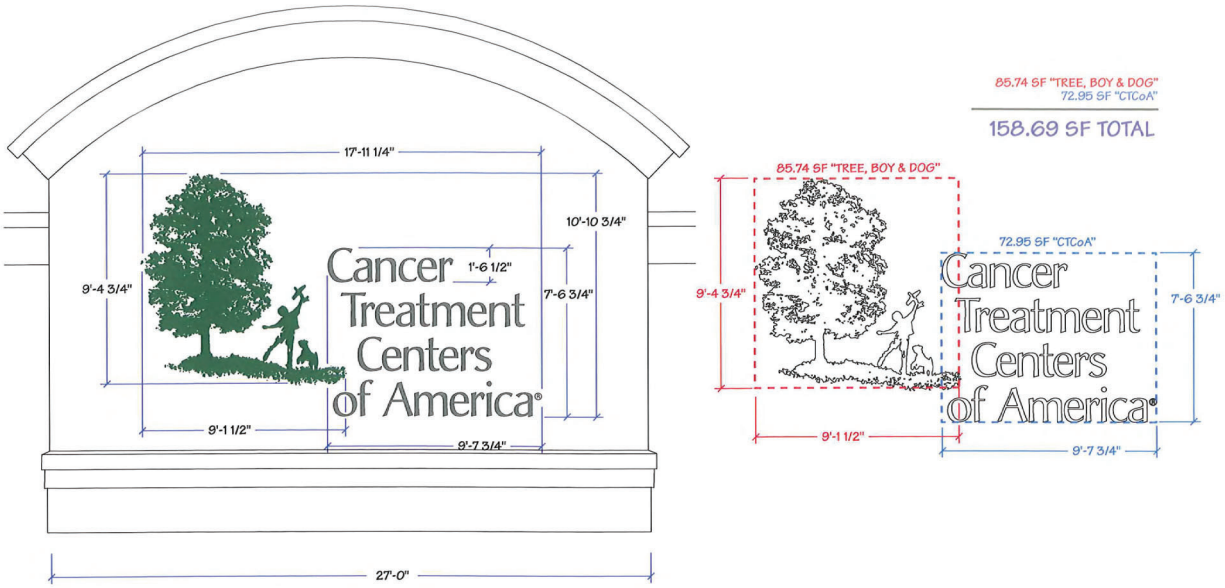
WESTERN REGIONAL MEDICAL CENTER
CANCER TREATMENT CENTERS OF AMERICA

PSA Dewberry

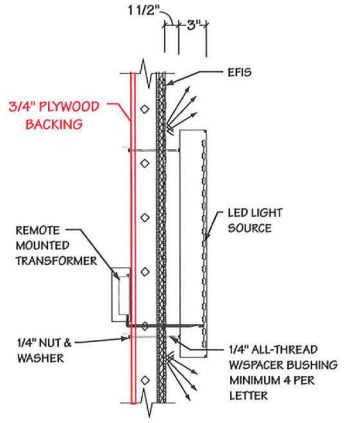
bleier INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:	DATE:	REVISIONS:
Western Regional Medical Center Cancer Treatment Centers of America 14200 W. Fillmore St. Goodyear, AZ	08/19/08	
TITLE:	SHEET No:	
RENDERING Building Elevation @ Main Entry	ELVR-SE	
DESIGNER: Dan Horton / SALES: Paul Bleier		
DESIGN No: 2008-D-007 / SCALE: NTS		

© 2008, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.



(2) SIGN B1 - ISOLATION - NORTHWEST ELEVATION @ GUEST ACCOMODATION - SCALE: 3/16" = 1'-0"



(3) TYPICAL REVERSE PAN CHANNEL LETTER - SCALE: NTS

bleier INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:	Western Regional Medical Center Cancer Treatment Centers of America 14200 W. Fillmore St. Goodyear, AZ
TITLE:	Building Sign - Elevation
DESIGNER:	Dan Horton
SALES:	Paul Bleier
DESIGN No:	2008-D-007
DATE:	08/19/08
SCALE:	AS NOTED
REVISIONS:	
SHEET No:	ELV-SE1

© 2008, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.



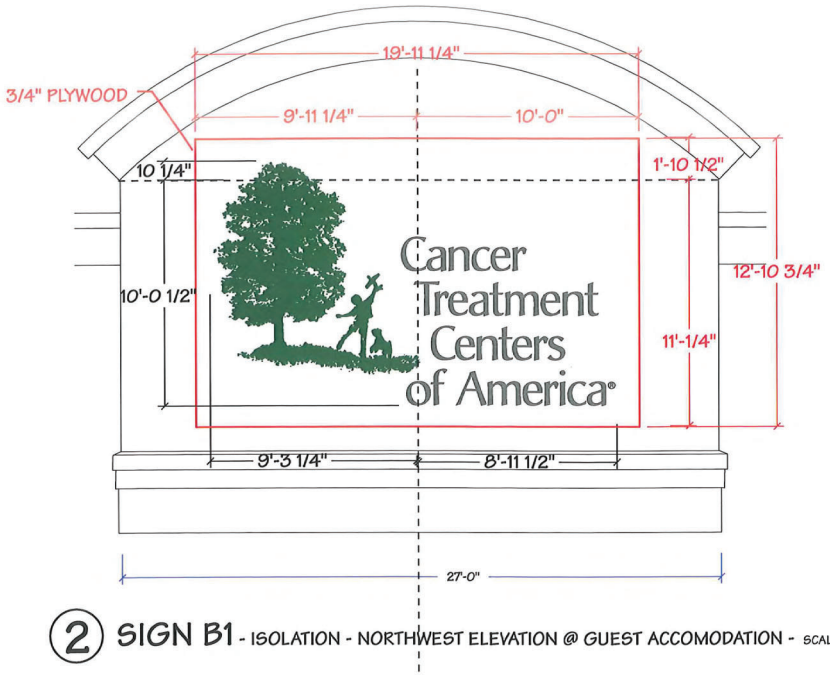
(1) SOUTHEAST ELEVATION @ GUEST ACCOMODATION - SCALE: 1" = 30'-0"

SIGN B1 SPECIFICATIONS:

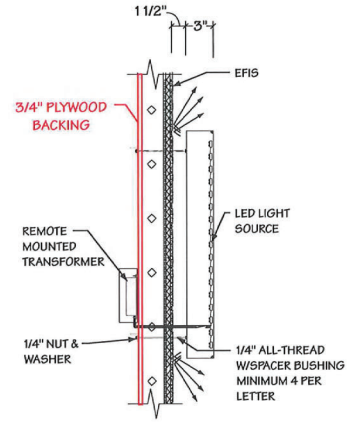
HALO-ILLUMINATED REVERSE
PAN CHANNEL LETTER

LETTER FACE IS OPAQUE PAINTED METAL

OPEN LETTER BACK ALLOWS LIGHT TO PASS OUT THE BACK OF LETTER TO REFLECT OFF OF WALL SURFACE BEHIND



(2) SIGN B1 - ISOLATION - NORTHWEST ELEVATION @ GUEST ACCOMODATION - SCALE: 3/16" = 1'-0"



(3) TYPICAL REVERSE PAN CHANNEL LETTER - SCALE: NTS



(1) SOUTHEAST ELEVATION @ GUEST ACCOMODATION - SCALE: 1" = 30'-0"

SIGN B1 SPECIFICATIONS:

HALO-ILLUMINATED REVERSE
PAN CHANNEL LETTER

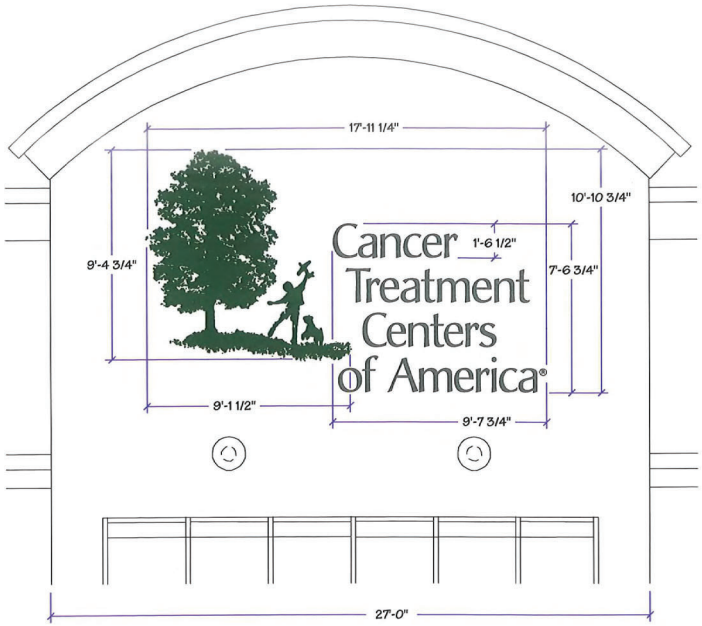
LETTER FACE IS OPAQUE PAINTED METAL

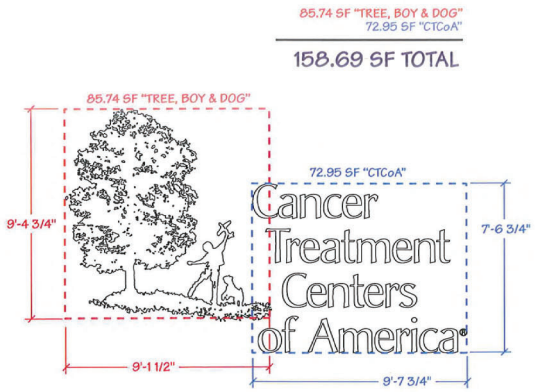
OPEN LETTER BACK ALLOWS LIGHT TO PASS
OUT THE BACK OF LETTER TO REFLECT OFF
OF WALL SURFACE BEHIND

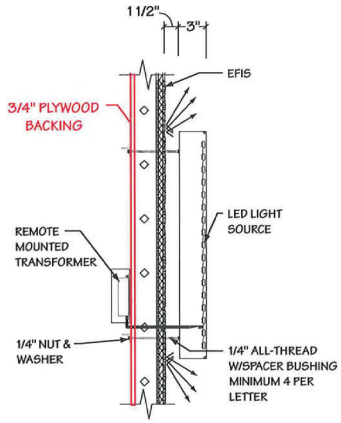
bleier
INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:	
Western Regional Medical Center Cancer Treatment Centers of America 14200 W. Fillmore St. Goodyear, AZ	
TITLE:	
Building Sign - Elevation	
DESIGNER:	SALES:
Dan Horton	Paul Bleier
DESIGN No:	DATE:
2008-D-007	08/19/08
SCALE:	REVISIONS:
AS NOTED	
SHEET No:	
ELV-SE1-PW	

© 2008, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.







bleier
INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:	Western Regional Medical Center Cancer Treatment Centers of America 14200 W. Fillmore St. Goodyear, AZ
TITLE:	Building Sign - Elevation
DESIGNER:	Dan Horton
SALES:	Paul Bleier
DESIGN No:	2008-D-007
DATE:	08/19/08
SCALE:	AS NOTED
REVISIONS:	
SHEET No:	ELV-NW1

© 2008, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.

(2) SIGN B2 - ISOLATION - NORTHWEST ELEVATION @ GUEST ACCOMODATION - SCALE: 3/16" = 1'-0"

(3) TYPICAL REVERSE PAN CHANNEL LETTER - SCALE: NTS



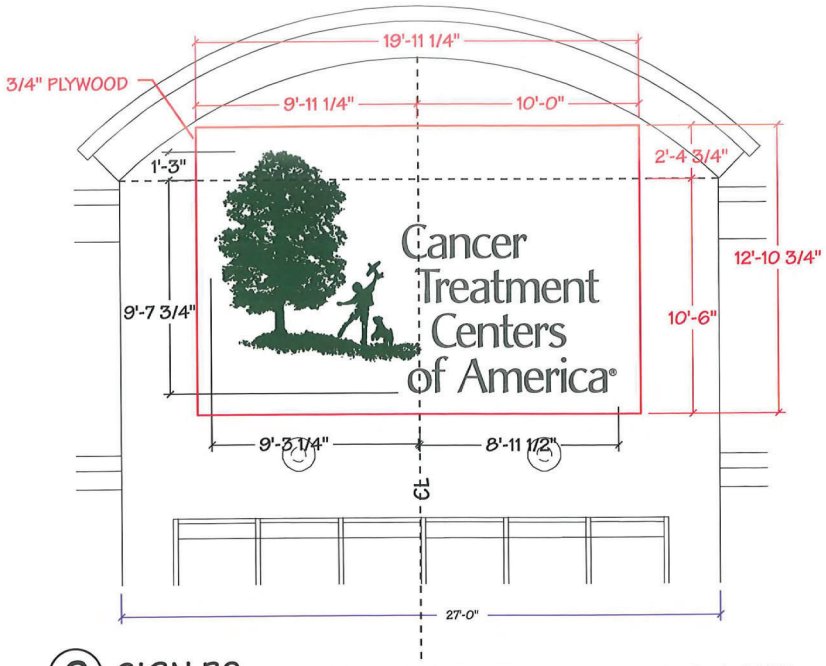
(1) NORTHWEST ELEVATION @ GUEST ACCOMODATION - SCALE: 1" = 30'-0"

SIGN B2 SPECIFICATIONS:

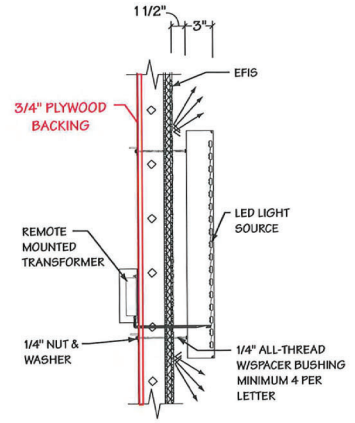
HALO-ILLUMINATED REVERSE
PAN CHANNEL LETTER

LETTER FACE IS OPAQUE PAINTED METAL

OPEN LETTER BACK ALLOWS LIGHT TO PASS
OUT THE BACK OF LETTER TO REFLECT OFF
OF WALL SURFACE BEHIND



(2) SIGN B2 - ISOLATION - NORTHWEST ELEVATION @ GUEST ACCOMODATION - SCALE: 3/16" = 1'-0"



(3) TYPICAL REVERSE PAN CHANNEL LETTER - SCALE: NTS



(1) NORTHWEST ELEVATION @ GUEST ACCOMODATION - SCALE: 1" = 30'-0"

SIGN B2 SPECIFICATIONS:

HALO-ILLUMINATED REVERSE
PAN CHANNEL LETTER

LETTER FACE IS OPAQUE PAINTED METAL

OPEN LETTER BACK ALLOWS LIGHT TO PASS
OUT THE BACK OF LETTER TO REFLECT OFF
OF WALL SURFACE BEHIND

bleier INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:	Western Regional Medical Center Cancer Treatment Centers of America 14200 W. Fillmore St. Goodyear, AZ
TITLE:	Building Sign - Elevation
DESIGNER:	Dan Horton
SALES:	Paul Bleier
DESIGN No:	2008-D-007
DATE:	08/19/08
SCALE:	AS NOTED
REVISIONS:	
SHEET No:	ELV-NW1-PW

© 2008, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.



Outpatient Entry

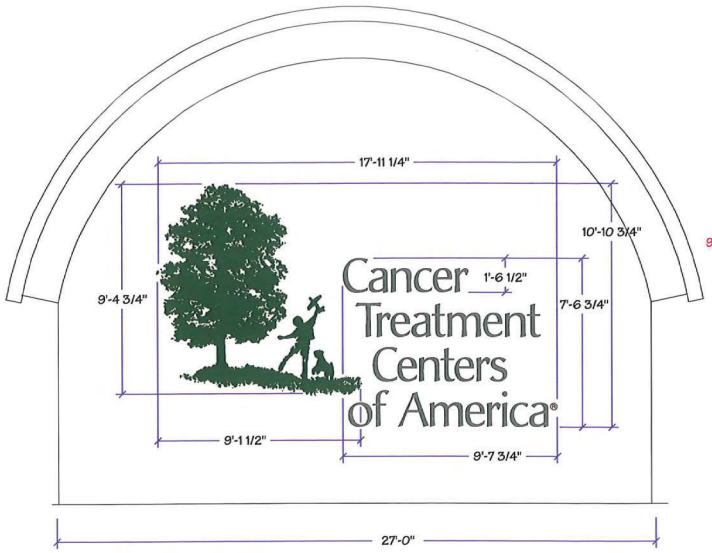
WESTERN REGIONAL MEDICAL CENTER
CANCER TREATMENT CENTERS OF AMERICA

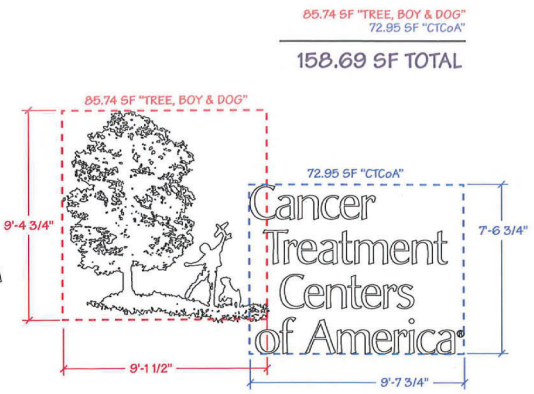
PSA Dewberry

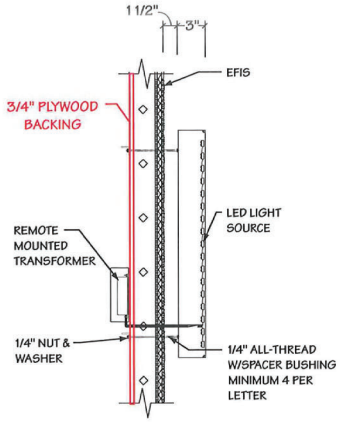
bleier INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:	DATE:	REVISIONS:
Western Regional Medical Center Cancer Treatment Centers of America 14200 W. Fillmore St. Goodyear, AZ	08/19/08	
	SHEET No: ELVR-W	
TITLE: RENDERING Building Elevation @ Outpatient Entry		
DESIGNER: Dan Horton / SALES: Paul Bleier		
DESIGN No: 2008-D-007 / SCALE: NTS		

© 2008, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.







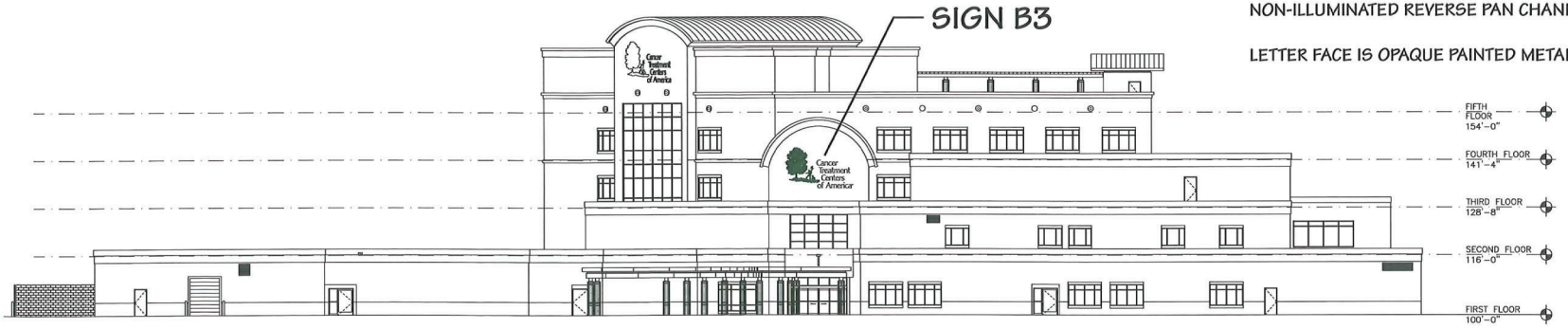
3 TYPICAL REVERSE PAN CHANNEL LETTER - SCALE: NTS

bleier INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:	Western Regional Medical Center Cancer Treatment Centers of America 14200 W. Fillmore St. Goodyear, AZ
TITLE:	Building Sign - Elevation
DESIGNER:	Dan Horton
SALES:	Paul Bleier
DESIGN No:	2008-D-007
DATE:	08/19/08
SCALE:	AS NOTED
REVISIONS:	
SHEET No:	ELV-W1

© 2008, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.

2 SIGN B3 - ISOLATION - WEST ELEVATION - SCALE: 3/16" = 1'-0"



1 WEST ELEVATION - SCALE: 1" = 30'-0"

SIGN B3 SPECIFICATIONS:

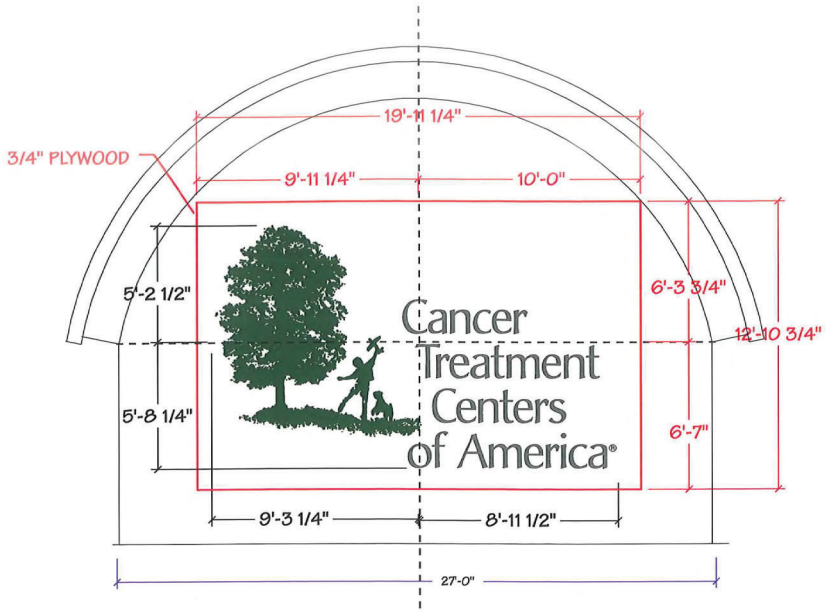
NON-ILLUMINATED REVERSE PAN CHANNEL LETTER

LETTER FACE IS OPAQUE PAINTED METAL

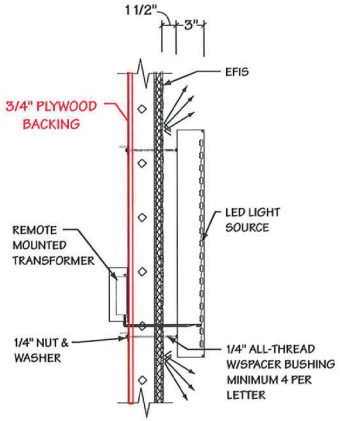
bleier INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:	Western Regional Medical Center Cancer Treatment Centers of America 14200 W. Fillmore St. Goodyear, AZ
TITLE:	Building Sign - Elevation
DESIGNER:	Dan Horton
SALES:	Paul Bleier
DESIGN No:	2008-D-007
DATE:	08/19/08
SCALE:	AS NOTED
REVISIONS:	
SHEET No:	ELV-W1-PW

© 2008, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.



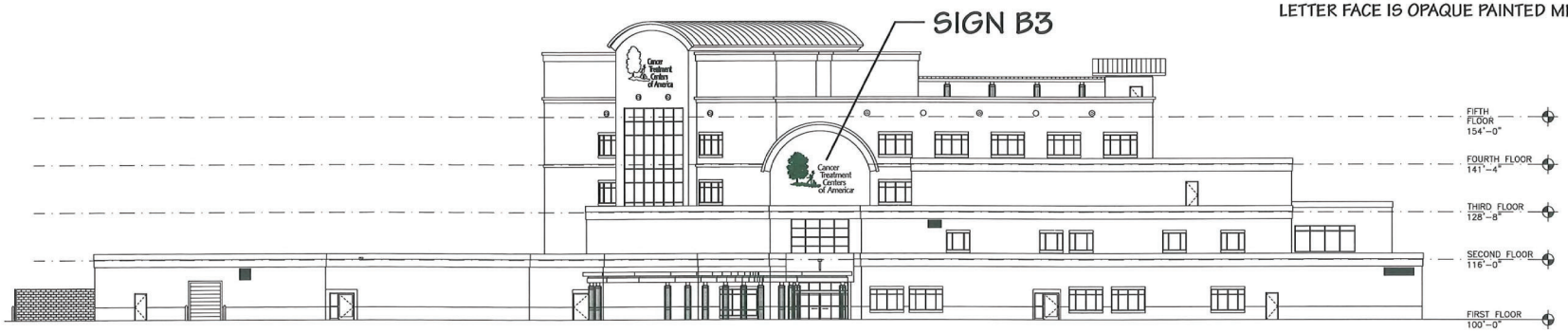
2 SIGN B3 - ISOLATION - WEST ELEVATION - SCALE: 3/16" = 1'-0"



3 TYPICAL REVERSE PAN CHANNEL LETTER - SCALE: NTS

SIGN B3 SPECIFICATIONS:
REVERSE PAN CHANNEL LETTER

LETTER FACE IS OPAQUE PAINTED METAL



1 WEST ELEVATION - SCALE: 1" = 30'-0"

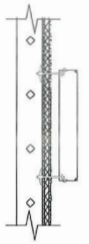


6.25 SF

SIGN B4 SPECIFICATIONS:

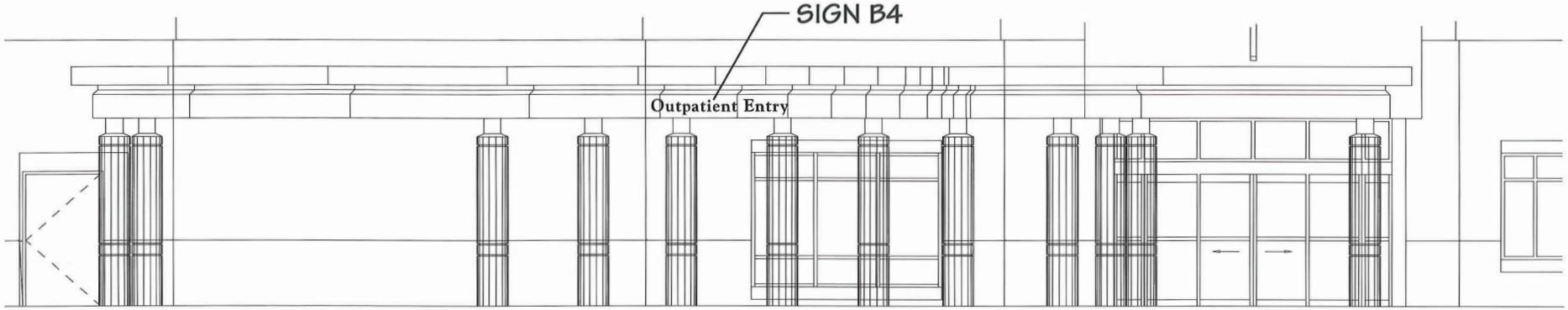
NON-ILLUMINATED REVERSE PAN CHANNEL LETTER

LETTER FACE IS OPAQUE PAINTED METAL



(4) TYPICAL REVERSE PAN CHANNEL LETTER SECTION - SCALE: NTS

(3) REVERSE PAN CHANNEL LETTER - SCALE: 1/2" = 1'-0"



(2) SIGN B4 - ISOLATION - WEST ELEVATION - SCALE: 3/16" = 1'-0"



(1) WEST ELEVATION - SCALE: 1" = 30'-0"

bleier INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:	Western Regional Medical Center Cancer Treatment Centers of America 14200 W. Fillmore St. Goodyear, AZ
TITLE:	Building Sign - Elevation
DESIGNER:	Dan Horton
SALES:	Paul Bleier
DESIGN No:	2008-D-007
DATE:	08/19/08
SCALE:	AS NOTED
REVISIONS:	
SHEET No:	ELV-W2

© 2008, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.

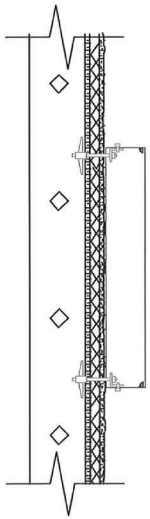
bleier INDUSTRIES
9650 WEST ROOSEVELT STREET
TOLLESON, ARIZONA 85353
602-944-3117
FAX 602-395-0753
SALES@BLEIERINDUSTRIES.COM

PROJECT:	Western Regional Medical Center Cancer Treatment Centers of America 14200 W. Fillmore St. Goodyear, AZ
TITLE:	Building Address Numerals
DESIGNER:	Dan Horton
SALES:	Paul Bleier
DESIGN No:	2008-D-007
DATE:	08/19108
SCALE:	AS NOTED
REVISIONS:	
SHEET No:	AN-1

© 2008, BLEIER INDUSTRIES, LTD.
This drawing and the ideas expressed herein, remain the confidential property of Bleier Industries, Ltd. This drawing and the ideas contained in it are not to be reproduced, copied or disclosed to any other person or entity without the express written permission of an officer of Bleier Industries, Ltd.

ADDRESS NUMERALS TO BE LOCATED ON BUILDING PER DIRECTION OF FIRE MARSHAL





① ADDRESS NUMERAL SPECIFICATIONS: 14 SF
NON-ILLUMINATED REVERSE PAN CHANNEL LETTER

LETTER FACE IS OPAQUE PAINTED METAL - COLOR TO MATCH BUILDING PALETTE ACCENT COLOR

FONT IS MYRIAD - ROMAN

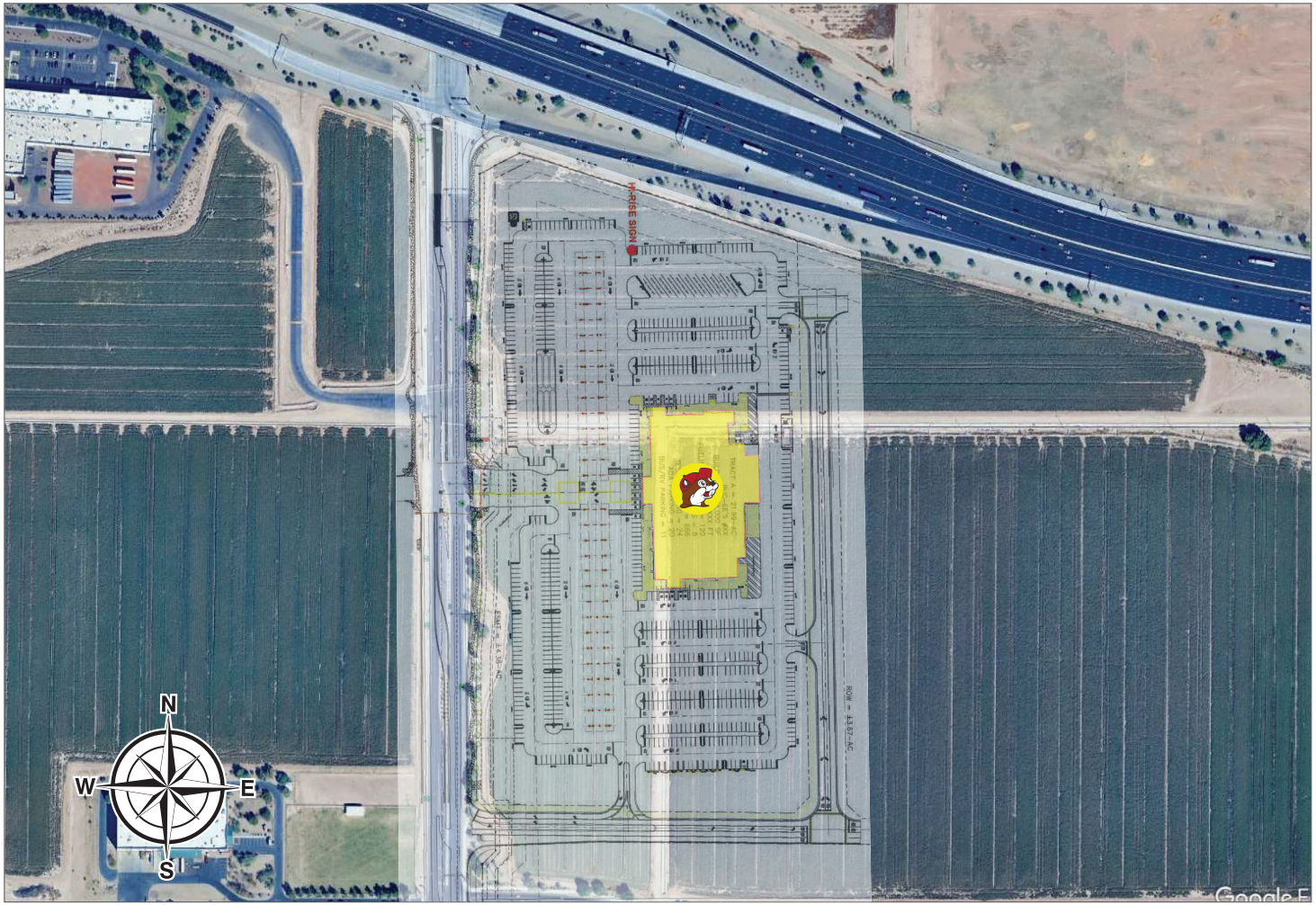
QTY: 2

② TYPICAL REVERSE PAN
CHANNEL LETTER SECTION - SCALE: NTS

Appendix B - Large Retail User with Gas Station

The following standards may be applied:

For retail stores in conformance with Ordinance No. 2024-1595 (as amended) that are larger than 50,000 square feet in size with gas station with fueling pumps and canopies.



This rendering is the property of Southwest Signs, Inc. It is for the exclusive use of Southwest Signs, Inc. and the party for which is was intended, the requestor. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the explicit consent of Southwest Signs, Inc. Please contact your Account Manager for questions regarding this statement.

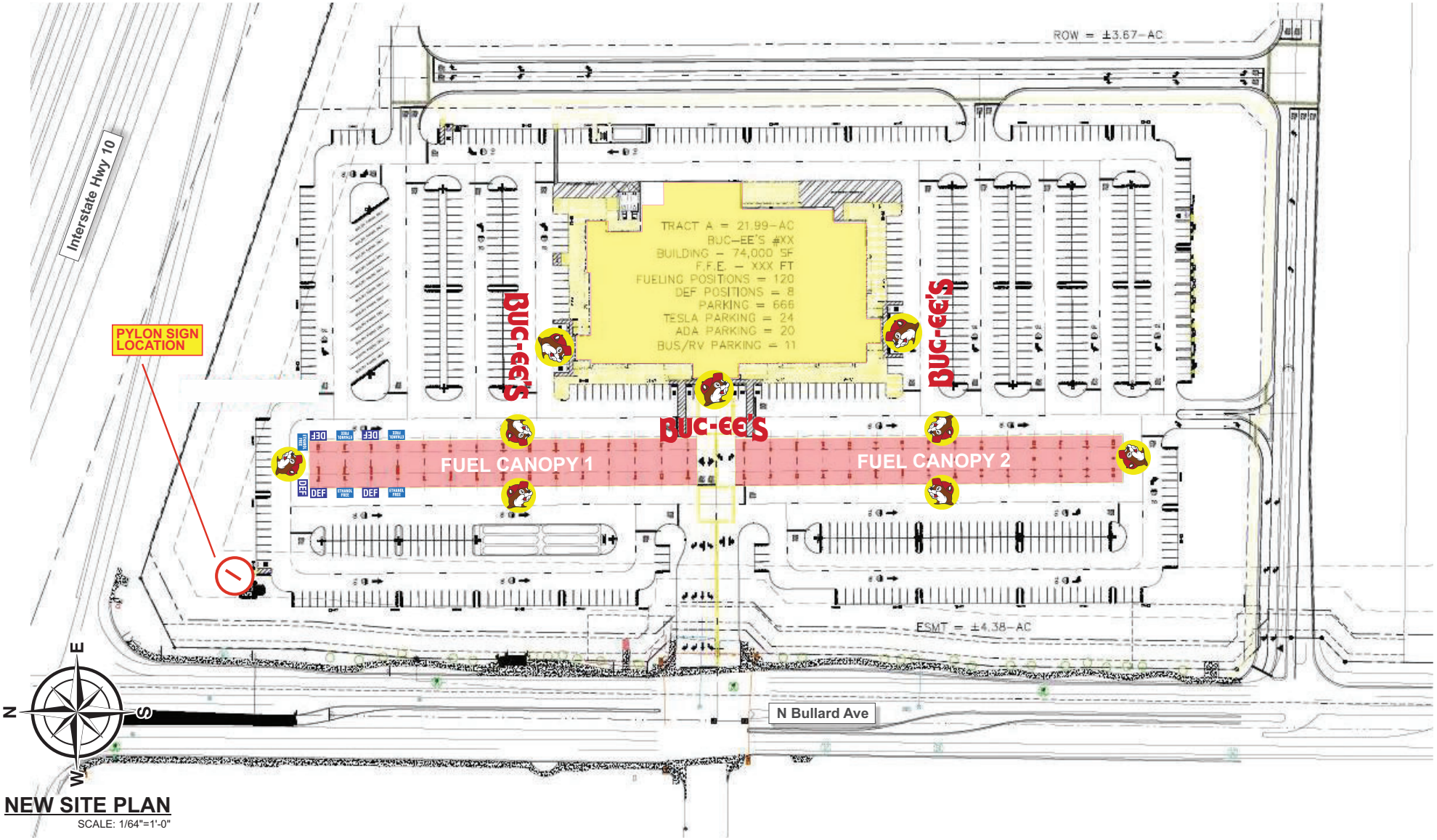
Buc-ee's # 72
IH 10 & N Bullard Ave
Goodyear, AZ 85338

Project ID#:	**136865**
Project Mgr:	Brenda Beams
Designer:	JR
Created on:	05/16/2024

REVISION

R1 05/17/24 JR - added new elevations, 10' logo set, (2) 8' logos
R2 05/21/24 JR - removed, 10' logo set, (2) 8' logos, pylon location, banner & int signage
R3 05/21/24 JR - added pylon location
R4 09/22/24 JR - Update to typical sign package / added banner and interior signage

Aerial
SG-01



NEW SITE PLAN

SCALE: 1/64"=1'-0"

Apex SIGN GROUP

This rendering is the property of Southwest Signs, Inc. It is for the exclusive use of Southwest Signs, Inc. and the party for which is was intended, the requestor. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the explicit consent of Southwest Signs, Inc. Please contact your Account Manager for questions regarding this statement.

Buc-ee's # 72
IH 10 & N Bullard Ave
Goodyear, AZ 85338

Project ID#:	**136865**
Project Mgr:	Brenda Beams
Designer:	JR
Created on:	05/16/2024

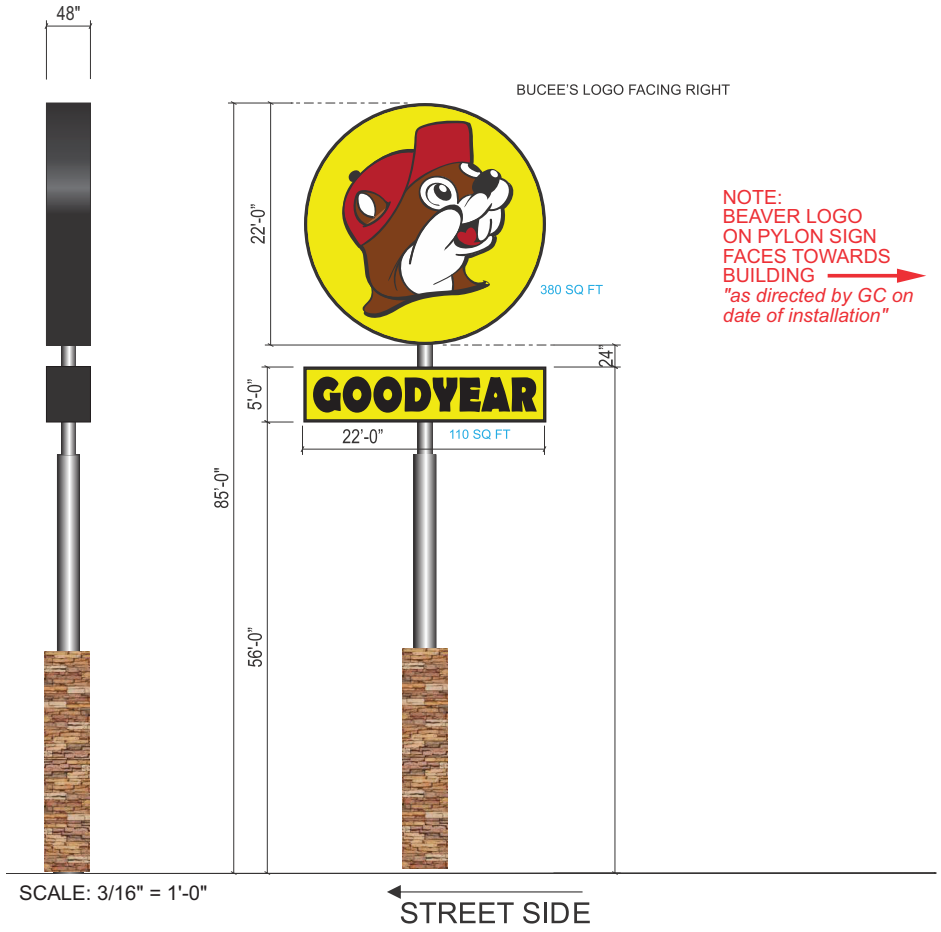
REVISION

R1	05/17/24 JR - added new elevations, 10' logo set, (2) 8' logos
R2	05/21/24 JR - removed, 10' logo set, (2) 8' logos, pylon location, banner & int signage
R3	05/21/24 JR - added pylon location
R4	09/22/24 JR - Update to typical sign package / added banner and interior signage

Site Plan
SG-02

490.00 SQ. FT.

22’ LOGO &
5’-0” x 22’-0” NAME CABINET
85’ OAH



NOTE:
BEAVER LOGO
ON PYLON SIGN
FACES TOWARDS
BUILDING
"as directed by GC on date of installation"



OPPOSITE VIEW
LOGO FACES LEFT

NOTE:
BEAVER LOGO
ON PYLON SIGN
FACES TOWARDS
BUILDING
"as directed by GC on date of installation"

LOGO COLOR SPECS
- ARLON 33 RED • PMS 485c
- ARLON 63 RUST • PMS 483c
- ARLON 15 YELLOW • PMS 109c
- BLACK ☐ WHITE

NOTE:
The orientation notation (Placed on all sign construction plans) needs to be *"as directed by GC on date of installation"* and the GC needs to take resposibility for checking with us on how we want the orientation to be.

Apex SIGN GROUP

This rendering is the property of Southwest Signs, Inc. It is for the exclusive use of Southwest Signs, Inc. and the party for which is was intended, the requestor. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the explicit consent of Southwest Signs, Inc. Please contact your Account Manager for questions regarding this statement.

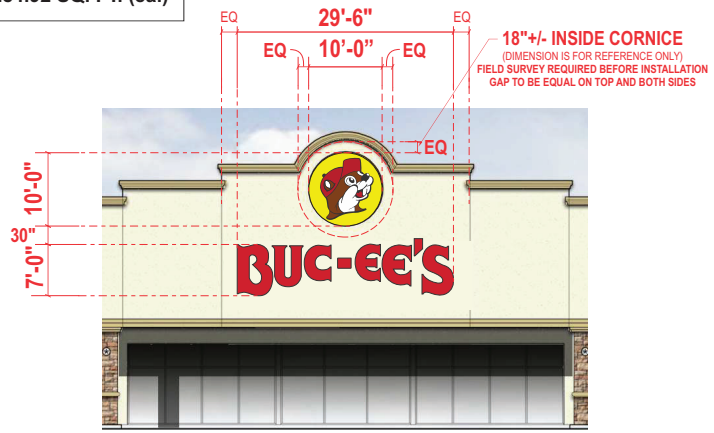
Buc-ee's # 72
IH 10 & N Bullard Ave
Goodyear, AZ 85338

Project ID#: **136865**
Project Mgr: Brenda Beams
Designer: JR
Created on: 05/16/2024

REVISION
R1 05/17/24 JR - added new elevations, 10' logo set, (2) 8' logos
R2 05/21/24 JR - removed, 10' logo set, (2) 8' logos, pylon location, banner & int signage
R3 05/21/24 JR - added pylon location
R4 09/22/24 JR - Update to typical sign package / added banner and interior signage

Pylon Sign
SG-03

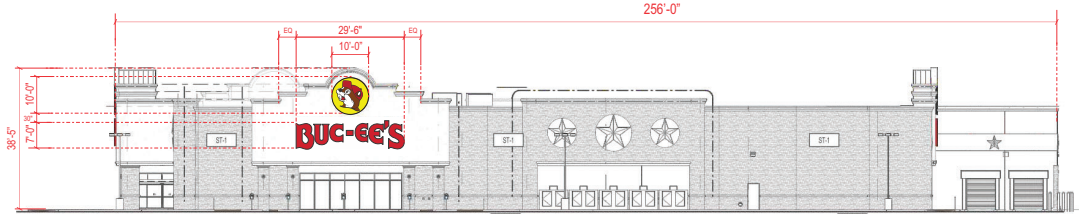
284.92 SQ. FT. (ea.)



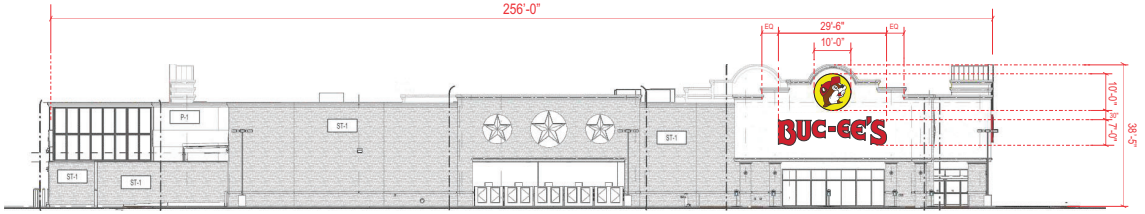
BUILDING LOGO DETAIL (TYP.)

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

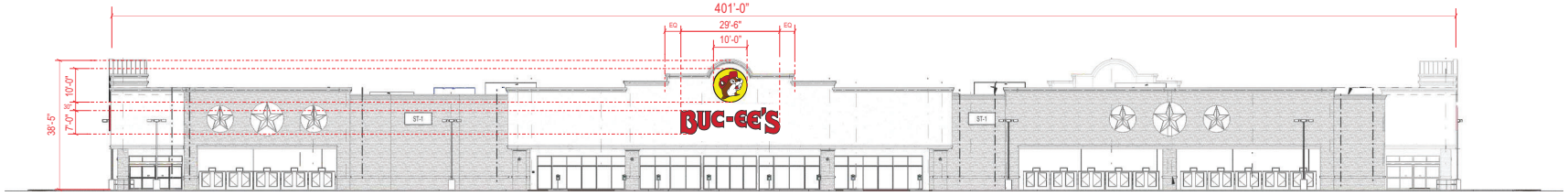
NOTE: 18" IS FOR REFERENCE *ONLY*. LOGO IS TO BE PLACED AS PRESENTED IN DRAWING.
THE GAP BETWEEN BOTH LEFT AND RIGHT IS TO BE EQUAL DISTANCE FROM THE TOP.
SAME AS LEFT AND RIGHT SIDE. THE AREA AROUND THE LOGO TO BE EQUAL AROUND THE ARCH.



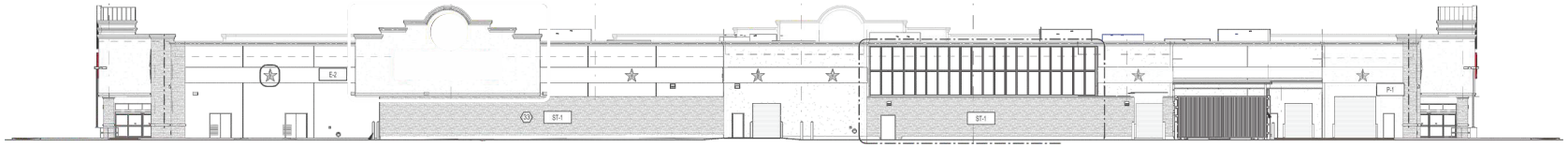
2 EXTERIOR ELEVATION - MERCHANDISE ENTRANCE - SOUTH 1/16" = 1'-0"



3 EXTERIOR ELEVATION - CONVENIENCE ENTRANCE - NORTH 1/16" = 1'-0"



1 EXTERIOR ELEVATION - MAIN ENTRANCE - WEST 1/16" = 1'-0"



4 EXTERIOR ELEVATION - BACK OF HOUSE - EAST 1/16" = 1'-0"

Apex SIGN GROUP

This rendering is the property of Southwest Signs, Inc. It is for the exclusive use of Southwest Signs, Inc. and the party for which is was intended, the requestor. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the explicit consent of Southwest Signs, Inc. Please contact your Account Manager for questions regarding this statement.

Buc-ee's # 72
IH 10 & N Bullard Ave
Goodyear, AZ 85338

Project ID#: **136865**
Project Mgr: Brenda Beams
Designer: JR
Created on: 05/16/2024

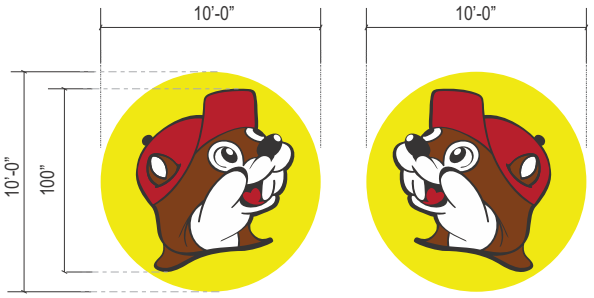
REVISION

R1 05/17/24 JR - added new elevations, 10' logo set, (2) 8' logos
R2 05/21/24 JR - removed, 10' logo set, (2) 8' logos, pylon location, banner & int signage
R3 05/21/24 JR - added pylon location
R4 09/22/24 JR - Update to typical sign package / added banner and interior signage

Building Elevations
SG-05

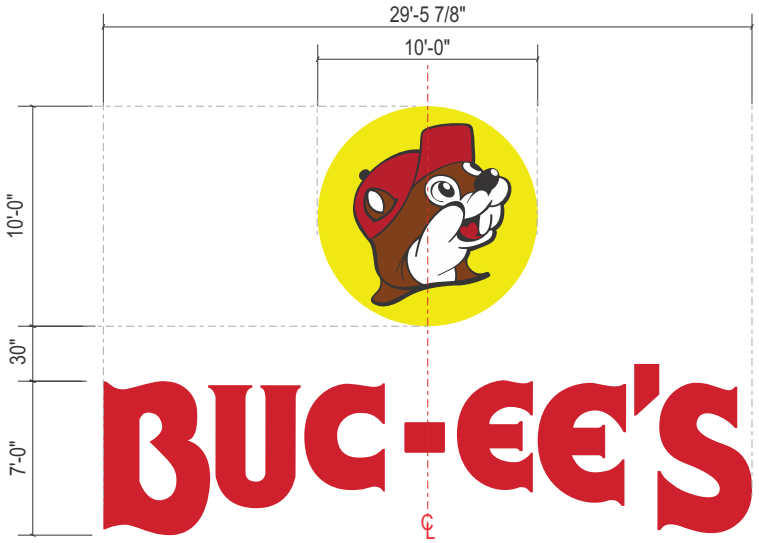
284.92 SQ. FT.

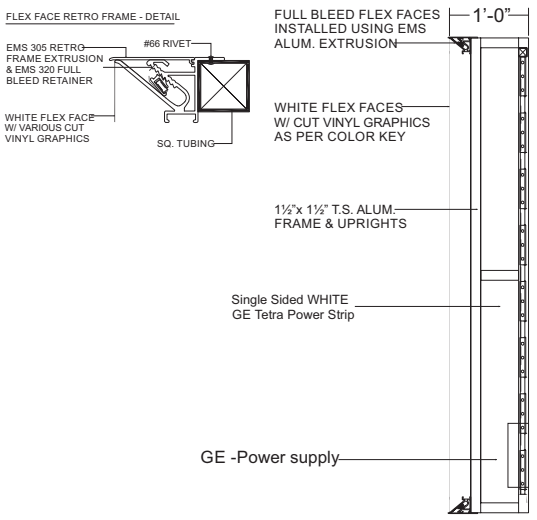
SCALE: 3/8" = 1'-0"



MFG. & INSTALL TWO (2) RIGHT FACING LOGOS TO BE INSTALLED ON THE FRONT, LEFT & REAR ELEVATIONS

MFG. & INSTALL ONE (1) LEFT FACING LOGO TO BE INSTALLED ON THE RIGHT ELEVATION





10'-0" LOGO CABINET DETAIL - NTS

ELECTRICAL REQUIREMENTS
10' Single Face Cabinet
(1) 120 volt circuit
(1) @ 2.13 amps per cabinet

7' Set of Channel letters
(1) 120 volt circuit
(1) @ 5 amps per set of letters

Electrical Detail:

White LEDs
(X) 60w Power Supplies
Total Amps: X.XX
(1) 20 amp 120V Circuit Req.

UL LISTED

General Notes:

This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.

- Grounded and bonded per NEC 600.7/NEC 250
- Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
- Sign is to be UL listed per NEC 600.3
- UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer. For multiple signs, a disconnect is permitted but not required for each section
- The location of the disconnect switch after installation shall comply with artilcle 600.6 (A) (1) per NEC

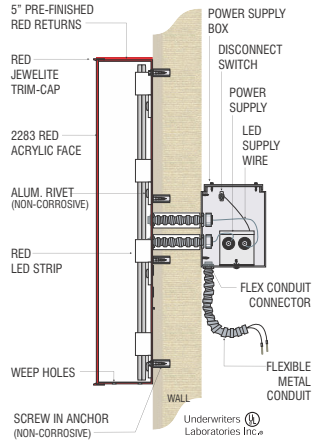
MFG. & INSTALL:
THREE (3) INTERN. ILLUM. S/F LOGO CABINETS w/ FLEX FACES AND THREE (3) SETS OF INTERN. ILLUM. LED CHANNEL LETTERS w/ RED FACES TO BE INSTALLED ON NORTH, SOUTH & WEST ELEVATIONS

LOGO CABINET:
FACE: FULL BLEED WHITE FLEX FACE w/ CUT VINYL GRAPHICS TO MATCH COLOR KEY
RETURNS: ALUMINUM 12" DEEP PAINTED BLACK
BACK: INTERIOR PAINTED WHITE - OUTSIDE PAINTED BLACK
ILLUMINATION: GE TETRA MAX POWER STIP
INSTALLATION: FLUSH MOUNT TO WALL FASCIA

CHANNEL LETTERS:
FACES: 2283 RED ACRYLIC
RETURNS: ALUMINUM 5" DEEP PREIFINISHED RED
BACKS: INTERIOR PAINTED WHITE - OUTSIDE PAINTED RED
ILLUMINATION: RED LED LIGHTING
INSTALLATION: FLUSH MOUNT TO WALL FASCIA

LOGO COLOR SPECS
- ARLON 33 RED • PMS 485c
- ARLON 63 RUST • PMS 483c
- ARLON 15 YELLOW • PMS 109c
- ARLON 22 BLACK ☐ WHITE

LETTER COLOR SPECS
- 2283 RED ACRYLIC
- 2" RED TRIMCAPS
- 5" PRE-FINISHED RED RETURNS



CHANNEL LETTERS FLUSH MOUNTED W/ REMOTE POWER SUPPLY(S)

Apex SIGN GROUP

This rendering is the property of Southwest Signs, Inc. It is for the exclusive use of Southwest Signs, Inc. and the party for which is was intended, the requestor. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the explicit consent of Southwest Signs, Inc. Please contact your Account Manager for questions regarding this statement.

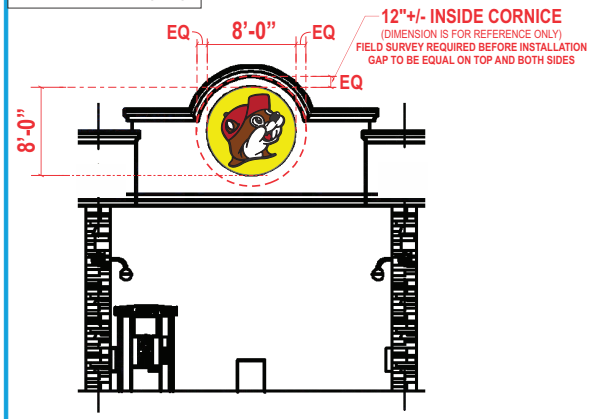
Buc-ee's # 72
IH 10 & N Bullard Ave
Goodyear, AZ 85338

Project ID#: **136865**
Project Mgr: Brenda Beams
Designer: JR
Created on: 05/16/2024

REVISION
R1 05/17/24 JR - added new elevations, 10' logo set, (2) 8' logos
R2 05/21/24 JR - removed, 10' logo set, (2) 8' logos, pylon location, banner & int signage
R3 05/21/24 JR - added pylon location
R4 09/22/24 JR - Update to typical sign package / added banner and interior signage

Channel Letters
SG-06

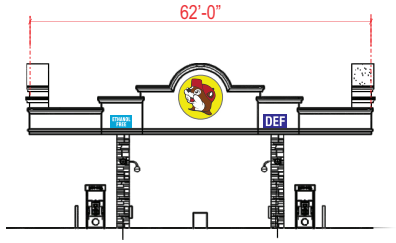
LOGO:
50.24 SQ. FT. (ea.)



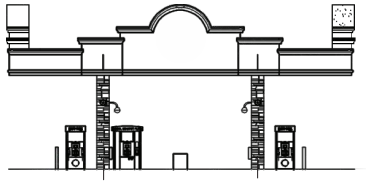
CANOPY LOGO DETAIL (TYP.)

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

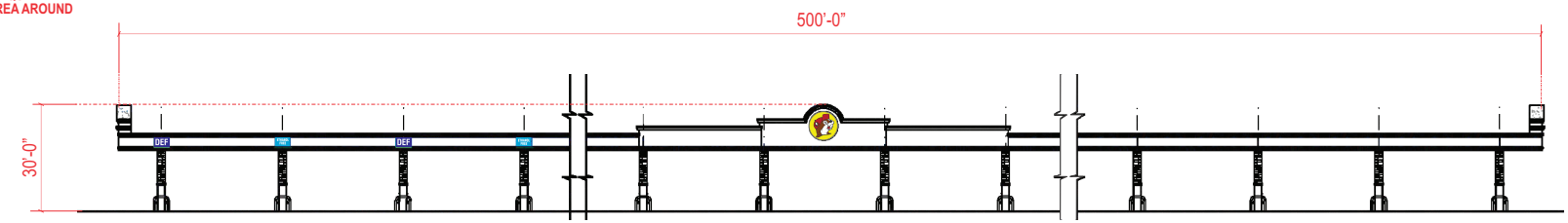
NOTE: 12" IS FOR REFERENCE *ONLY*. LOGO IS TO BE PLACED AS PRESENTED IN DRAWING. THE GAP BETWEEN BOTH LEFT AND RIGHT IS TO BE EQUAL DISTANCE FROM THE TOP. SAME AS LEFT AND RIGHT SIDE. THE AREA AROUND THE LOGO TO BE EQUAL AROUND THE ARCH.



4	FUEL CANOPY 1 - NORTH ELEVATION	3/32" = 1'-0"

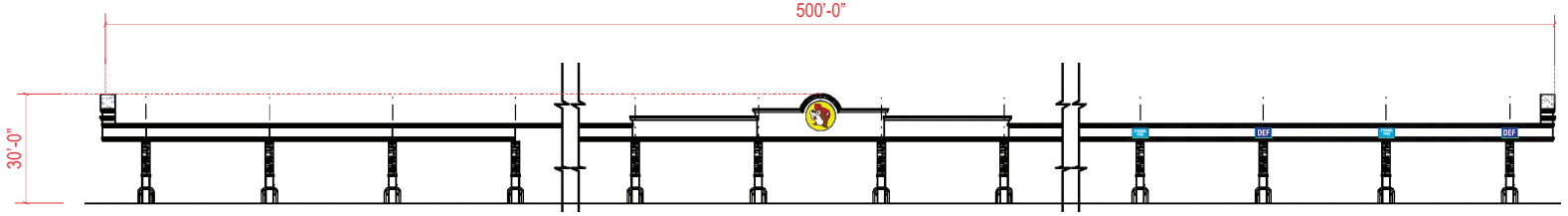


3	FUEL CANOPY 1 - SOUTH ELEVATION	3/32" = 1'-0"



14 (BAYS x 34') +(2 OVERHANGS x 12') = 500'

2	FUEL CANOPY 1 - WEST ELEVATION	3/32" = 1'-0"



1	FUEL CANOPY 1 - EAST ELEVATION	3/32" = 1'-0"

APEX SIGN GROUP

This rendering is the property of Southwest Signs, Inc. It is for the exclusive use of Southwest Signs, Inc. and the party for which is was intended, the requestor. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the explicit consent of Southwest Signs, Inc. Please contact your Account Manager for questions regarding this statement.

Buc-ee's # 72
IH 10 & N Bullard Ave
Goodyear, AZ 85338

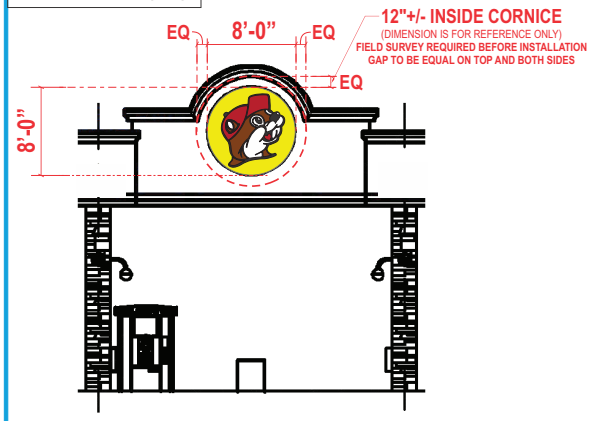
Project ID#: **136865**
Project Mgr: Brenda Beams
Designer: JR
Created on: 05/16/2024

REVISION

R1 05/17/24 JR - added new elevations, 10' logo set, (2) 8' logos
R2 05/21/24 JR - removed, 10' logo set, (2) 8' logos, pylon location, banner & int signage
R3 05/21/24 JR - added pylon location
R4 09/22/24 JR - Update to typical sign package / added banner and interior signage

FUEL CANOPY 2

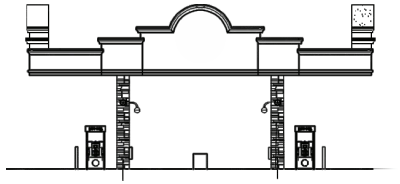
LOGO:
50.24 SQ. FT. (ea.)



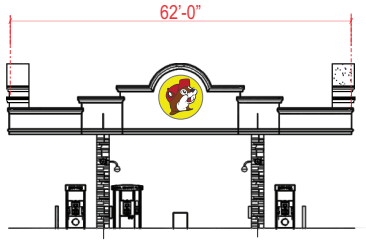
CANOPY LOGO DETAIL (TYP.)

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

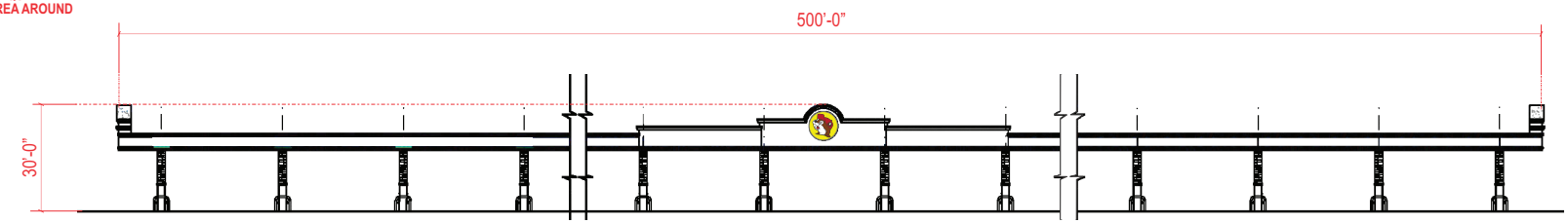
NOTE: 12" IS FOR REFERENCE *ONLY*. LOGO IS TO BE PLACED AS PRESENTED IN DRAWING. THE GAP BETWEEN BOTH LEFT AND RIGHT IS TO BE EQUAL DISTANCE FROM THE TOP. SAME AS LEFT AND RIGHT SIDE. THE AREA AROUND THE LOGO TO BE EQUAL AROUND THE ARCH.



4 FUEL CANOPY 2 - NORTH ELEVATION 3/32" = 1'-0"

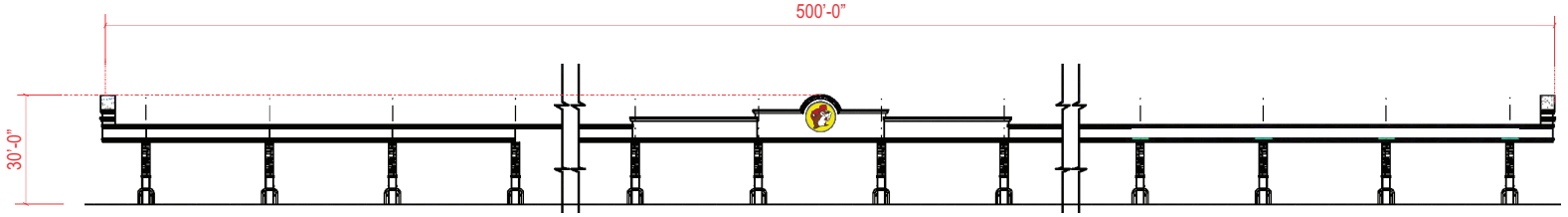


3 FUEL CANOPY 2 - SOUTH ELEVATION 3/32" = 1'-0"



14 (BAYS x 34') +(2 OVERHANGS x 12') = 500'

2 FUEL CANOPY 2 - WEST ELEVATION 3/32" = 1'-0"



1 FUEL CANOPY 2 - EAST ELEVATION 3/32" = 1'-0"

APEX SIGN GROUP

This rendering is the property of Southwest Signs, Inc. It is for the exclusive use of Southwest Signs, Inc. and the party for which is was intended, the requestor. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the explicit consent of Southwest Signs, Inc. Please contact your Account Manager for questions regarding this statement.

Buc-ee's # 72
IH 10 & N Bullard Ave
Goodyear, AZ 85338

Project ID#: **136865**
Project Mgr: Brenda Beams
Designer: JR
Created on: 05/16/2024

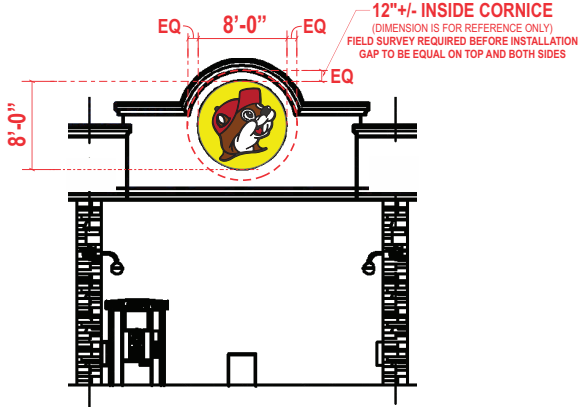
REVISION

R1 05/17/24 JR - added new elevations, 10' logo set, (2) 8' logos
R2 05/21/24 JR - removed, 10' logo set, (2) 8' logos, pylon location, banner & int signage
R3 05/21/24 JR - added pylon location
R4 09/22/24 JR - Update to typical sign package / added banner and interior signage

Fuel Canopy 2
SG-08

LOGO:
50.24 SQ. FT. (ea.)

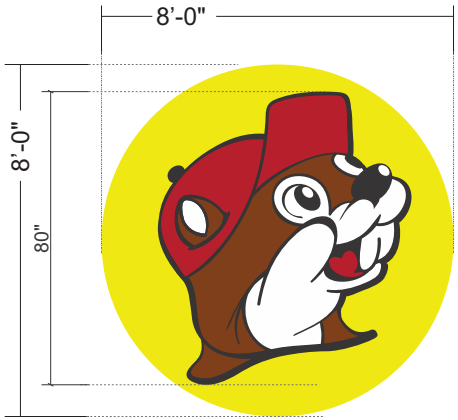
SCALE: 3/4" = 1'-0"



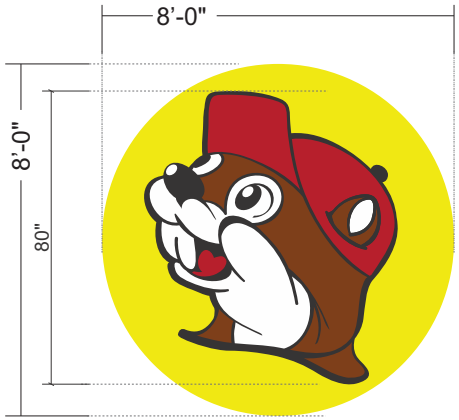
CANOPY LOGO DETAIL (TYP.)

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

NOTE: 12" IS FOR REFERENCE *ONLY*. LOGO IS TO BE PLACED AS PRESENTED IN DRAWING. THE GAP BETWEEN BOTH LEFT AND RIGHT IS TO BE EQUAL DISTANCE FROM THE TOP. SAME AS LEFT AND RIGHT SIDE. THE AREA AROUND THE LOGO TO BE EQUAL AROUND THE ARCH.

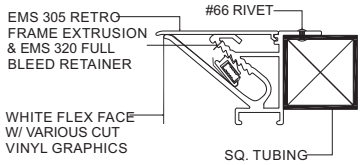


MFG. THREE (3) RIGHT FACING LOGOS



MFG. THREE (3) LEFT FACING LOGOS

Flex Face Retro Frame - Detail



Electrical Detail:

White LEDs
(X) 60w Power Supplies
Total Amps: X.XX
(1) 20 amp 120V Circuit Req.

ELECTRICAL REQUIREMENTS
8' Single Face Cabinet
(1) 120 volt circuit
(1) @ 2.13 amps per cabinet

UL LISTED

General Notes:

This sign is to be installed in accordance with the requirements of Article 600 of the National Electrical Code.

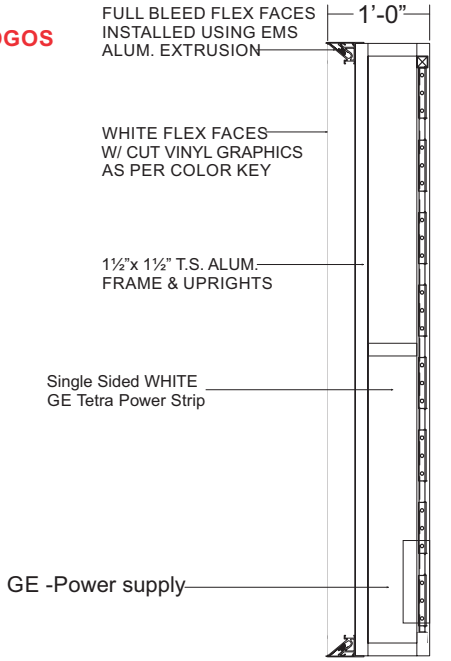
- Grounded and bonded per NEC 600.7/NEC 250
- Existing branch circuit in compliance with NEC 600.5, not to exceed 20 amps
- Sign is to be UL listed per NEC 600.3
- UL disconnect switch per NEC 600.6- required per sign component before leaving manufacturer. For multiple signs, a disconnect is permitted but not required for each section
- The location of the disconnect switch after installation shall comply with artilcle 600.6 (A) (1) per NEC

- **MFG. & INSTALL:**
  SIX (6) INTERN. ILLUM. CABINETS W/ FLEX FACES.
  THREE (3) LOGOS FACING RIGHT - THREE (3) LOGOS FACING LEFT
  TO BE INSTALLED FLUSH ONTO GAS STATION CANOPY

- **FACES: FULL BLEED WHITE FLEX FACE W/ CUT VINYL GRAPHICS AS PER COLOR KEY**
- **RETURNS: ALUM., 12" DEEP PTD. BLACK**
- **BACKS: ALUM. PTD. BLACK**
- **ILLUMINATION: GE Tetra Max Power Strips**
- **INSTALLATION: FLUSH MOUNT TO WALL FASCIA**
  (GAS STATION CANOPY)

COLOR SPECS

- ARLON 33 RED • PMS 485c
- ARLON 63 RUST • PMS 483c
- ARLON 15 YELLOW • PMS 109c
- ARLON 22 BLACK
- WHITE



8'-0" LOGO CABINET DETAIL - NTS

This rendering is the property of Southwest Signs, Inc. It is for the exclusive use of Southwest Signs, Inc. and the party for which is was intended, the requestor. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the explicit consent of Southwest Signs, Inc. Please contact your Account Manager for questions regarding this statement.

Buc-ee's # 72
IH 10 & N Bullard Ave
Goodyear, AZ 85338

Project ID#: **136865**
Project Mgr: Brenda Beams
Designer: JR
Created on: 05/16/2024

REVISION

R1 05/17/24 JR - added new elevations, 10' logo set, (2) 8' logos
R2 05/21/24 JR - removed, 10' logo set, (2) 8' logos, pylon location, banner & int signage
R3 05/21/24 JR - added pylon location
R4 09/22/24 JR - Update to typical sign package / added banner and interior signage

Canopy Logo
SG-9

11.78 SQ. FEET

SCALE: 3" = 1'-0"

MOUNTED FLUSH TO WALL USING THRU-BOLTS



QTY: FIVE (5)

ETHANOL FREE SIGN

- **MFG. & INSTALL:**

FIVE (5) ETHANOL FREE SIGNS
NON-ILLUMINATED .125" ALUM. PANEL PTD BLUE
W/ WHITE VINYL LETTERING APPLIED
INSTALL FLUSH ON EXISTING GAS CANOPY

COLOR SPECS

■ PROCESS CYAN

□ WHITE

This rendering is the property of Southwest Signs, Inc. It is for the exclusive use of Southwest Signs, Inc. and the party for which is was intended, the requestor. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the explicit consent of Southwest Signs, Inc. Please contact your Account Manager for questions regarding this statement.

Buc-ee's # 72
IH 10 & N Bullard Ave
Goodyear, AZ 85338

Project ID#:	**136865**
Project Mgr:	Brenda Beams
Designer:	JR
Created on:	05/16/2024

REVISION

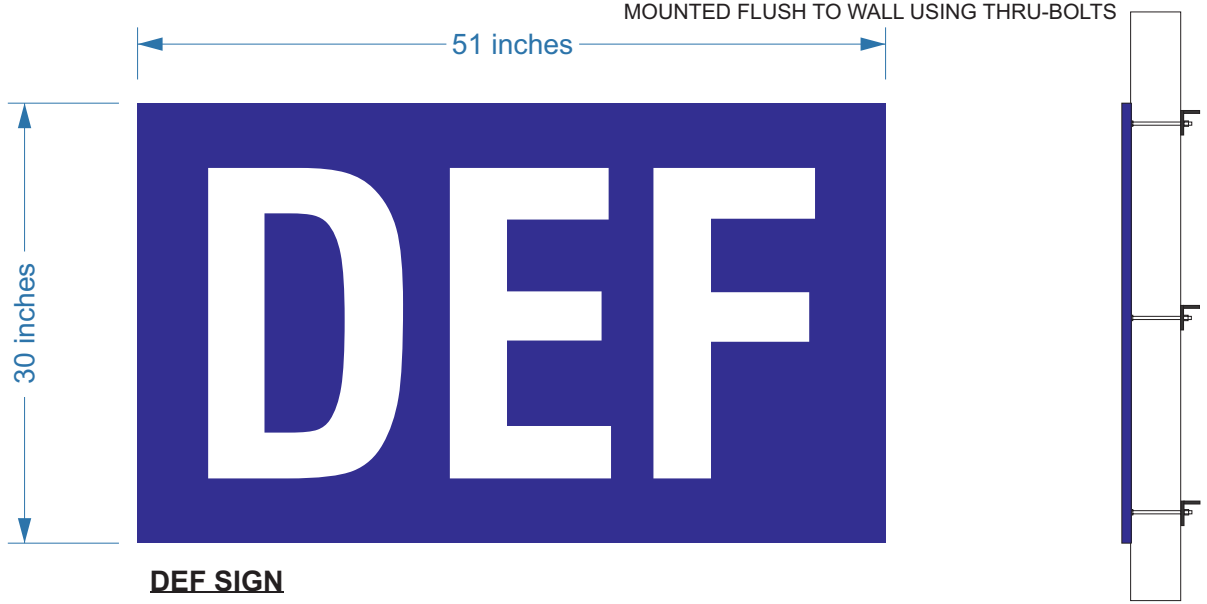
R1 05/17/24 JR - added new elevations, 10' logo set, (2) 8' logos
R2 05/21/24 JR - removed, 10' logo set, (2) 8' logos, pylon location, banner & int signage
R3 05/21/24 JR - added pylon location
R4 09/22/24 JR - Update to typical sign package / added banner and interior signage

Ethanol Free
SG-10

11.78 SQ. FEET

SCALE: 3" = 1'-0"

MOUNTED FLUSH TO WALL USING THRU-BOLTS



QTY: FIVE (5)

DEF SIGN

- **MFG. & INSTALL:**
  FIVE (5) DEF SIGNS
  NON-ILLUMINATED .125" ALUM. PANEL PTD BLUE
  W/ WHITE VINYL LETTERING APPLIED
  INSTALL FLUSH ON EXISTING GAS CANOPY

COLOR SPECS

- PMS 072 BLUE
- WHITE

This rendering is the property of Southwest Signs, Inc. It is for the exclusive use of Southwest Signs, Inc. and the party for which is was intended, the requestor. It is an unpublished original drawing not to be distributed, reproduced or exhibited without the explicit consent of Southwest Signs, Inc. Please contact your Account Manager for questions regarding this statement.

Buc-ee's # 72
IH 10 & N Bullard Ave
Goodyear, AZ 85338

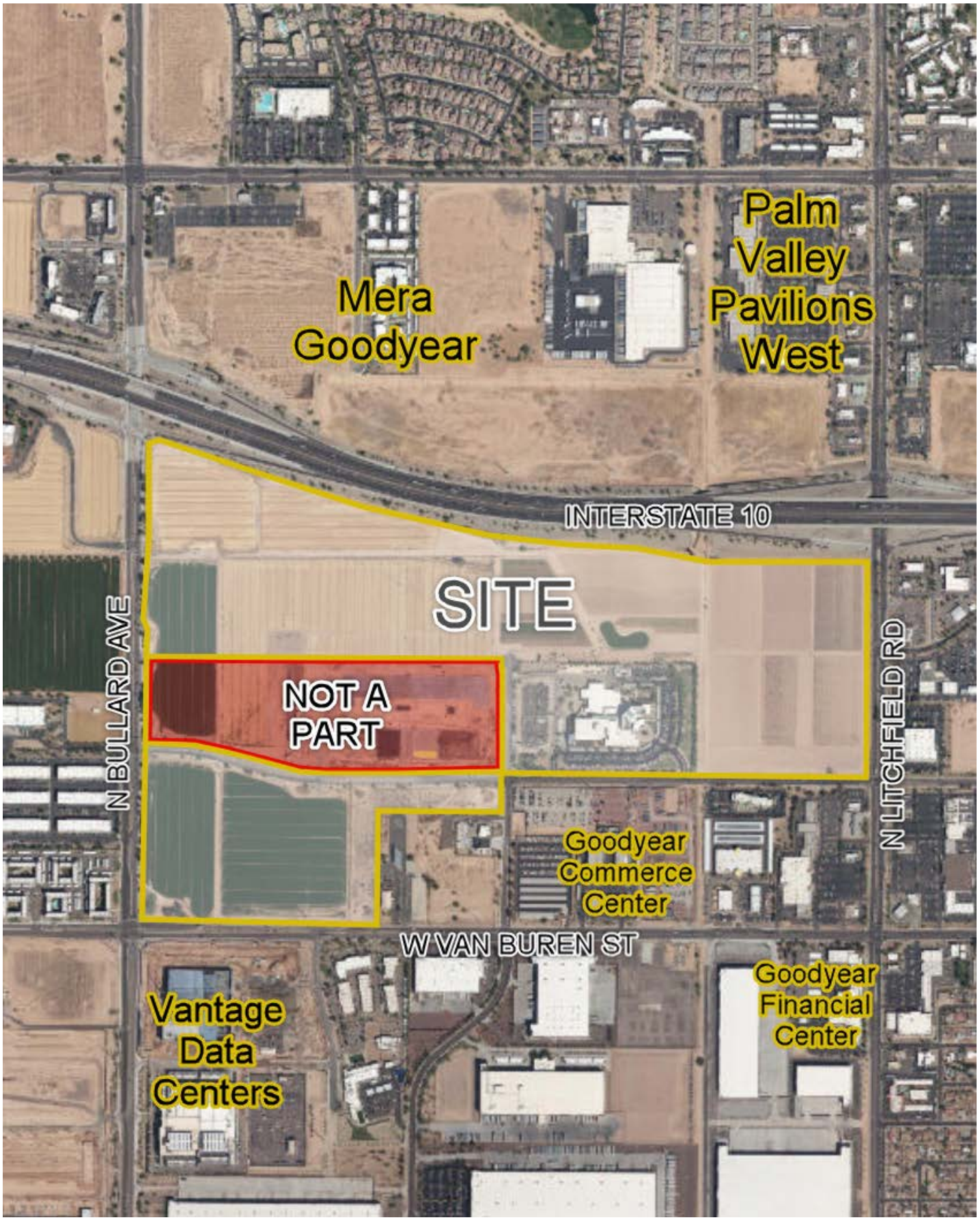
Project ID#:	**136865**
Project Mgr:	Brenda Beams
Designer:	JR
Created on:	05/16/2024

REVISION

R1 05/17/24 JR - added new elevations, 10' logo set, (2) 8' logos
R2 05/21/24 JR - removed, 10' logo set, (2) 8' logos, pylon location, banner & int signage
R3 05/21/24 JR - added pylon location
R4 09/22/24 JR - Update to typical sign package / added banner and interior signage

DEF Panels
G-11

Aerial Photo Exhibit
Case No. P25-00085
Buc-ee's CSP Amendment



Airport Gateway at Goodyear CSP Amendment

Comprehensive Sign Package (CSP)



It's a Great time to be in Goodyear.

Airport Gateway at Goodyear CSP Amendment

Comprehensive Sign Package (CSP)

Site Details:

- 200-acre boundary
- Mixed Use Zoning



It's a Great time to be in Goodyear.

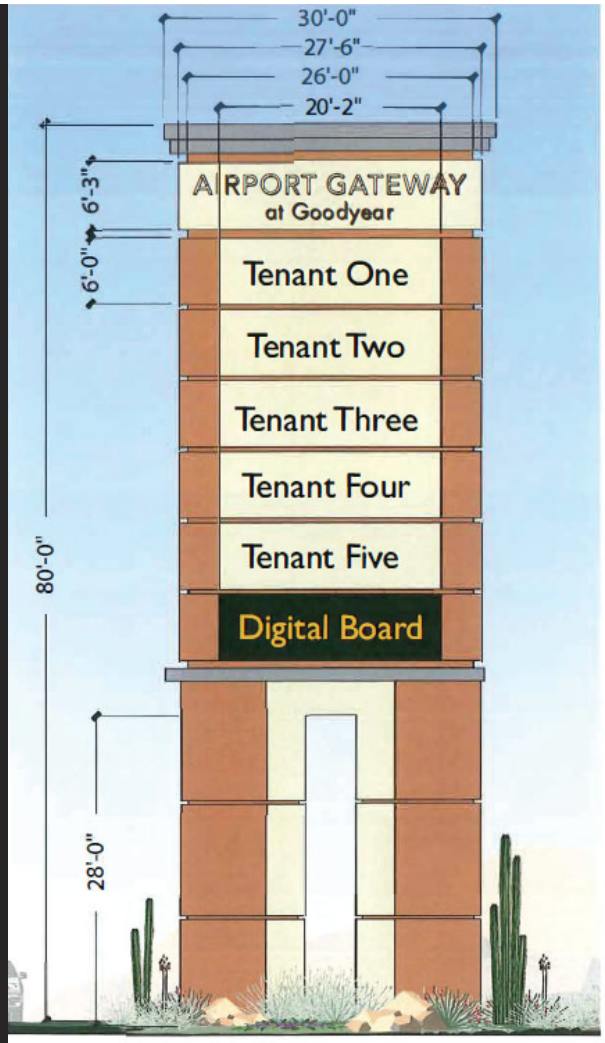
Airport Gateway at Goodyear CSP Amendment

Comprehensive Sign Package (CSP)

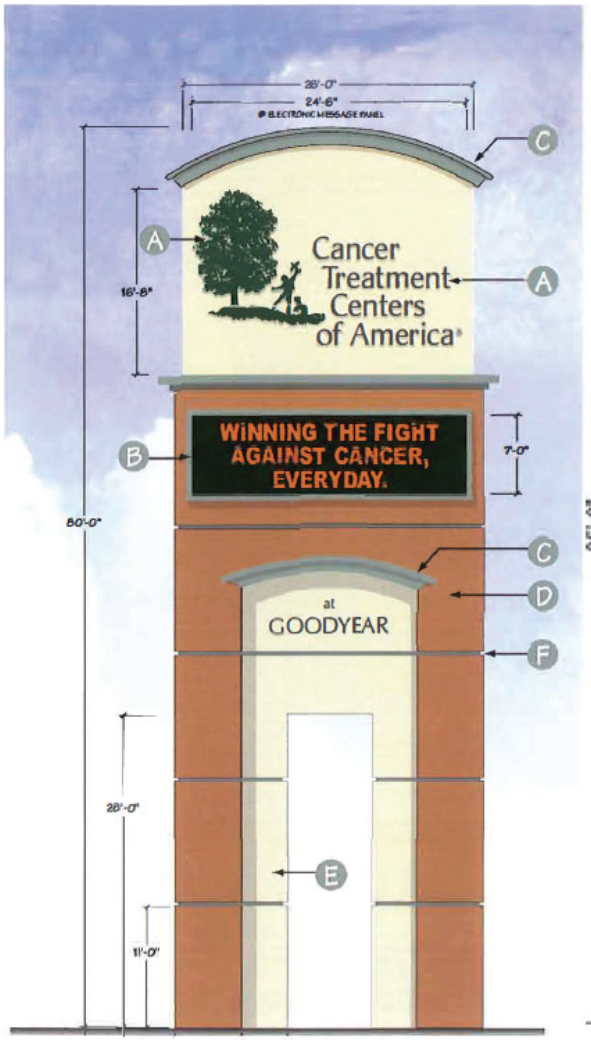
Rezone of 71 acres

- PAD w/underlying I-1
  - PAD overlay





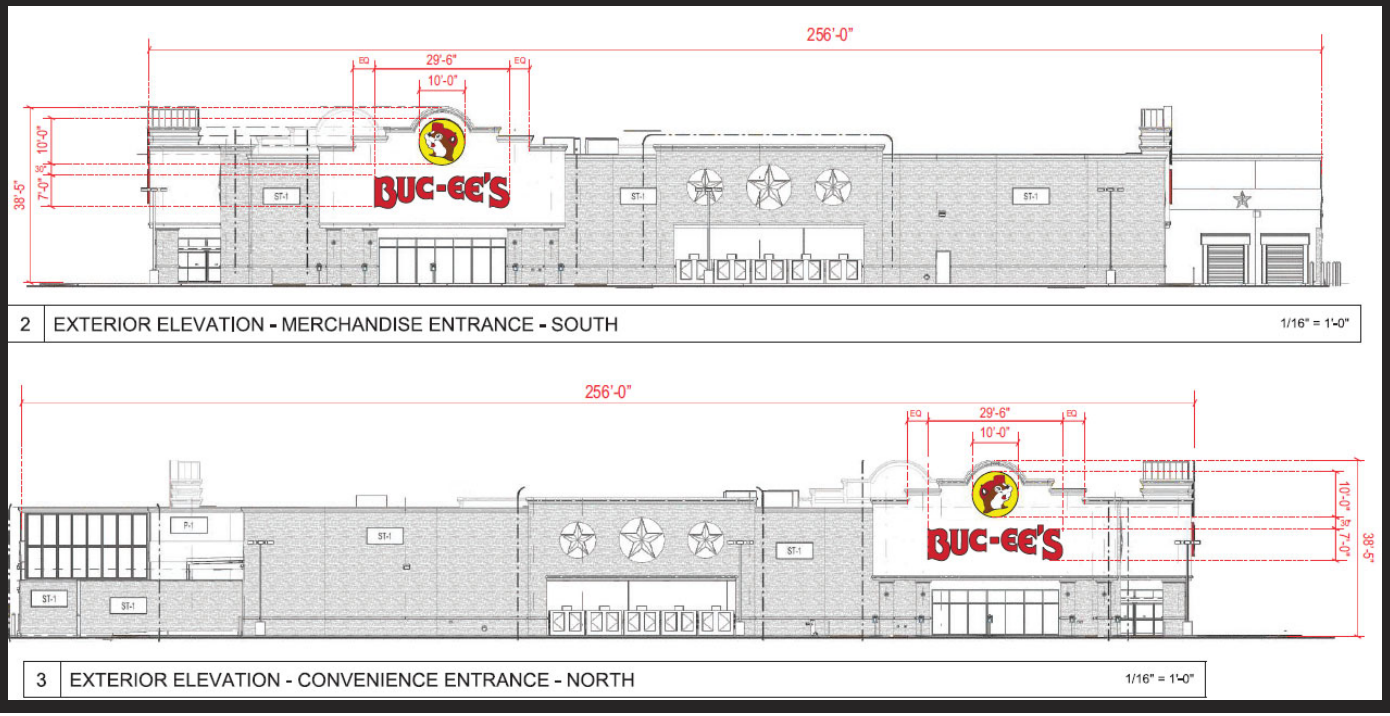
Pylon 1A

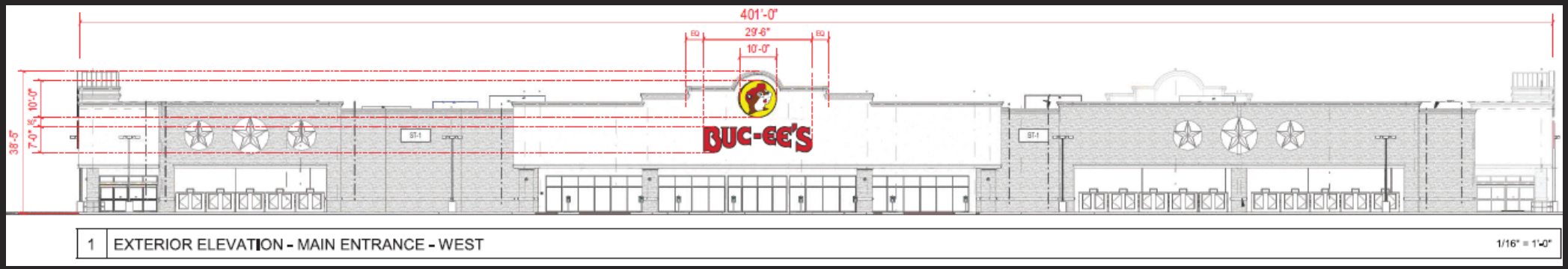


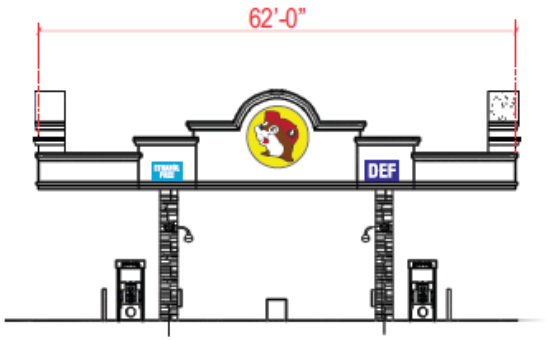
Pylon 1B



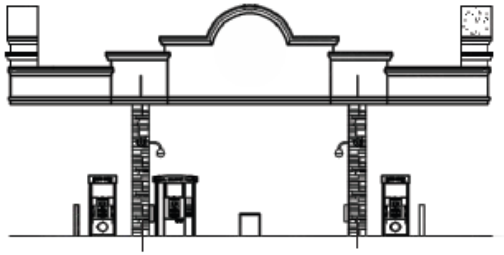
Pylon 1C


256'-0"
29'-6"
10'-0"
EQ
EQ
10'-0"
7'-0"
38'-5"
BUC-EE'S
ST-1
2 EXTERIOR ELEVATION - MERCHANDISE ENTRANCE - SOUTH
1/16" = 1'-0"
256'-0"
29'-6"
10'-0"
EQ
EQ
10'-0"
7'-0"
38'-5"
BUC-EE'S
P-1
ST-1
3 EXTERIOR ELEVATION - CONVENIENCE ENTRANCE - NORTH
1/16" = 1'-0"

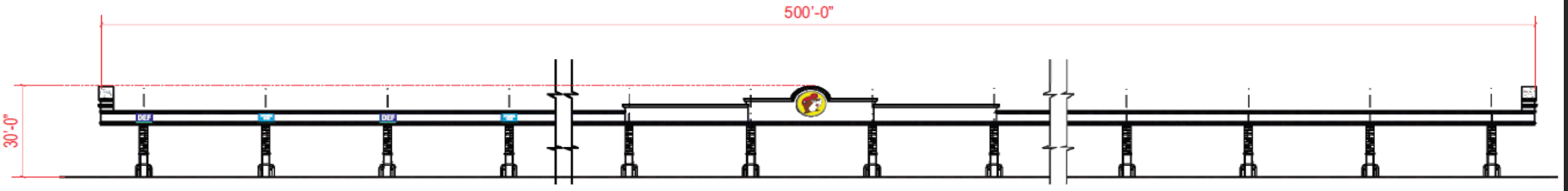

401'-0"
29'-6"
10'-0"
EQ
EQ
10'-0"
7'-0"
38'-5"
BUC-EE'S
ST-1
1 EXTERIOR ELEVATION - MAIN ENTRANCE - WEST
1/16" = 1'-0"



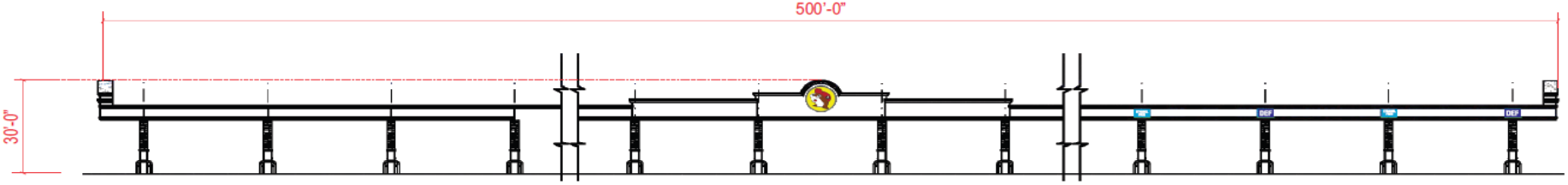
4 FUEL CANOPY 1 - NORTH ELEVATION 3/32" = 1'-0"



3 FUEL CANOPY 1 - SOUTH ELEVATION 3/32" = 1'-0"



2 FUEL CANOPY 1 - WEST ELEVATION 3/32" = 1'-0"



1 FUEL CANOPY 1 - EAST ELEVATION 3/32" = 1'-0"

Airport Gateway at Goodyear CSP Amendment

Comprehensive Sign Package (CSP)

Recommendation:

Approve the Airport Gateway at Goodyear Comprehensive Sign Package, subject to stipulations.

Airport Gateway at Goodyear CSP Amendment

Comprehensive Sign Package (CSP)



ITEM #: 17.
DATE: 06/23/2025
AI #:2699

CITY COUNCIL ACTION REPORT

SUBJECT: **RESOLUTION AMENDING "POLICY 600 ATTENDANCE AND LEAVE"**

STAFF PRESENTER(S): Lyman Locket, Human Resources Director

SUMMARY

This request is to amend Policy 600 Attendance and Leave within the City of Goodyear Policy and Administrative Guidelines Manual.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2480 AMENDING “POLICY 600 ATTENDANCE AND LEAVE” AS AN AMENDMENT TO THE “CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL OF 02/01/2004.”. (Lyman Locket, Human Resources Director)

FISCAL IMPACT

There is no fiscal impact.

BACKGROUND AND PREVIOUS ACTIONS

Human Resources continually reviews and revises policy and guidelines to reflect the most recent labor law changes, implement best practices, and to enhance wording or provide clarity to our manual. The policy revisions includes:

- Credit for out-of-state credited service for non-represented sworn employees in alignment with their respective MOUs
- Increase vacation carryover from 320 to 360 hours at the end of the calendar year
- Fire employees covered under the MOU and Battalion Chiefs receive vacation payouts to the city’s 401(a) plan
- Fire employees covered under the MOU and Battalion Chiefs are not eligible to participate in the annual vacation cash-in program.
- Correction to part-time employee sick leave accrual

- Change RHS to HRA language to match new plan

STAFF ANALYSIS

Adoption of this Resolution will ensure the City complies with the MOU, previously approved by Council, and IRS guidelines for 401(a) deferred compensation plans.

The Resolution No. 2025-2480, including Exhibit A "Policy 600 Attendance and Leave", is included as Attachment A. The redlined version of Policy 600 is included as Attachment B.

Attachments

Attachment A - Resolution No. 2025-2480 with Exhibit A

Attachment B - Policy 600 Redline

RESOLUTION NO. 2025-2480

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING "POLICY 600 ATTENDANCE AND LEAVE" AS AN AMENDMENT TO THE "CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL OF 02/01/2004.".

WHEREAS, the Mayor and Council of the city of Goodyear, Maricopa County, Arizona are authorized to provide for the manner in which personnel policies, rules, regulations and procedures applicable to city of Goodyear employees are to be adopted.

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

SECTION 1. STATEMENT OF AUTHORITY

Section 3-3-3 of chapter 3 of the Goodyear City Code authorizes the Mayor and City Council to adopt by ordinance written policies, rules, regulations and procedures to give effect to the Article.

SECTION 2. "POLICY 600 ATTENDANCE AND LEAVE" AS AN AMENDMENT TO THE "CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL OF 02/01/2004"

The "Policy 600 Attendance and Leave," amended as reflected in Exhibit A attached hereto.

SECTION 3. SEVERABILITY

If any section, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions of the ordinance or parts thereof.

SECTION 4. EFFECTIVE DATE

Resolution 2025-2480 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 23rd day of June, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

POLICY STATEMENT

Subject: Attendance and Leave	
Origination Date: 04/01/2001	Revision Date: 07/01/2025
Policy Number: 600	

Purpose

The purpose of this policy is to establish standard hours of work, holidays, vacation leave, and sick leave. In addition, this policy will establish the conditions under which city employees may be granted time off from work.

Policy

A. Hours of Work/Attendance

Department directors are responsible for establishing a schedule of regular working hours for their respective departments to ensure optimum service delivery to the citizens of Goodyear. Employees are responsible for being at their work site during their scheduled work hours.

B. Holidays

The following days shall be considered holidays for City employees:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday after Thanksgiving Day
11. Christmas Day
12. Floating Holiday*

*One (1) floating holiday is available to all regular full-time and part-time (half benefit) status employees each calendar year as defined in Guideline 620.

C. Vacation Leave

Vacation is provided to employees to ensure the mental and physical health and well-being of both the employee and the organization.

For employees entitled to vacation leave, accruals will accrue on a per pay period basis and will be available to use at the start of the following pay period. No employee shall take vacation leave in excess of the amount accrued. Full-time employees accrue vacation leave based upon years of credited service with

eligible Arizona government retirement systems (i.e., ASRS, PSPRS, city of Phoenix, city of Tucson). In addition, non-represented sworn employees will receive credit for out-of-state credited service in alignment with their respective MOUs:

Job Classification	Years of Service	Vacation Hours Earned per Pay Period	
		40-hour Employees	56-hour Non-MOU Employees
Full-time Regular and Trial Employees	21+ years	7.3643	10.81
	15 – 20 years	7.0571	10.38
	10 – 14 years	6.1571	9.12
	5 – 9 years	5.3	7.92
	0 – 4 years	4.3929	6.65

Regardless of years of services, the maximum accrual of vacation hours is 360 hours for forty (40) hour work week employees.

1. **Vacation Accrual for Part-Time and Temporary**

   Regular part-time employees shall receive a prorated accrual of vacation leave benefits at ½ the accrual rate of full-time employees. Temporary employees typically shall not accrue vacation leave. However, temporary employees working a 40 hour a week schedule for a planned duration of six (6) months or more will receive vacation leave.

2. **Maximum Accrual**

   Hours over the maximum accrual will be lost at the end of each calendar year, unless the City Manager provides written authorization for an employee to exceed their maximum accrual.

3. **Vacation Cash-In**

   Employees shall be allowed to cash in up to forty (40) hours, based on availability of budgeted funds, of accrued vacation leave, one time a year as determined by the City, as long as they maintain a vacation balance of eighty (80) hours after the vacation leave is paid out and have taken at least forty (40) hours of vacation leave prior to the cash in date. Payment of vacation cash-in is considered supplemental wages and is subject to I.R.S. guidelines requiring a mandatory lump sum tax withholding in addition to all other applicable taxes. Fire employees covered under the MOU and Battalion Chiefs who receive vacation payouts to the City's 401(a) plan are not eligible to participate in the annual vacation cash-in program. This restriction ensures compliance with plan requirements and IRS guidelines.

4. Change of Employee Status

When an employee is promoted, demoted or transferred, they shall not lose accrued vacation leave. However, depending on the employee's job classification, the rate at which they accrue vacation leave may change.

5. Disciplinary Action

Under circumstances of financial hardship, the City Manager or Deputy City Manager may approve requests for use of accrued vacation or compensatory time in lieu of suspension. Request must be submitted to the department director and Human Resources.

D. Sick Leave

Sick leave is provided as benefit for all employees unable to report to work because of personal illness (to prevent infection of co-workers), or whose family member becomes ill and the employee must care for the family member. Upon approval from the department director or designee, sick leave may be used to extend funeral leave (Administrative Guideline #660). It is not to be used for purposes other than those contained herein.

Sick time accruals will accrue on a per pay period basis and will be available to use at the start of the following pay period. Full-time employees (including full-time temporary employees) accrue sick leave on the following basis.

	Accrual per Pay Period	Maximum Accrual of Hours
Full-time Regular and Trial Employees	3.70 hours	Unlimited
56-hour Work Week Employees	5.18 hours	Unlimited

Part-time employees receive sick leave at half (½) the rate of the full-time employees.

Temporary employees who are not working full-time accrue sick leave on the following basis:

	Accrual per 30 Hours Worked	Maximum Accrual of Hours	Maximum Annual Usage
Part-time Employees	1 hour	Unlimited	40 hours

The maximum carryover of sick hours is 80 hours at the end of each calendar year.

1. Sick Leave Payout upon Separation

A full-time regular employee vested in the Arizona State Retirement System (ASRS) with a minimum of five (5) years of continuous service with the City and who voluntarily separate employment shall be compensated for accrued sick leave up to a maximum of 240 hours upon separation. Employees with a minimum of ten (10) years of continuous service with the City shall be compensated for accrued

sick leave up to a maximum of 480 hours upon separation regardless of reason for separation.

A full-time regular employee vested in the Arizona Public Safety Personnel Retirement System (PSPRS) with a minimum of five (5) years of continuous service with the City and who voluntarily separate employment shall be compensated for accrued sick leave up to a maximum of 240 hours upon separation. A full-time regular employee vested in the Arizona PSPRS with a minimum of ten (10) years of continuous service with the City shall be compensated for 480 hours [672 hours for fifty-six (56) hour employees who work the majority of his/her last ten (10) years of service in a fifty-six (56) hour assignment] of accrued sick leave (if accrued) upon separation regardless of reason for separation.

2. Sick Leave Conversion Upon Separation

Full-time regular employees who officially retire through ASRS or PSPRS or employees who separate employment due to disability retirement or separate from employment after filing for long term disability will receive the following amount of sick leave balance that is above the noted threshold paid out in a Heath Reimbursement Account (HRA) at the time of separation at the current regular hourly wage amount:

Years of Service	Percent of Sick Leave Balance above 480 hours to be converted to HRA
8 years	25%
10 years	35%
15 years	50%
20 years	75%

Employees who involuntarily separate employment or do not meet these eligibility requirements will not receive any sick conversion at the time of termination, and they forfeit all unused sick time.

3. Discipline

Forfeiture of accrued sick leave in place of a suspension shall not be authorized.

4. Advanced Sick Leave

The City Manager may grant no more than ten days of advanced sick leave to a full-time regular employee. The advanced sick leave will be repaid by the employee through the normal leave accrual process or through transfer of sick leave accrual. In order to qualify for advanced sick leave, employees must be full-time regular and have exhausted all forms of paid leave; i.e., vacation, sick, compensatory time, floating holiday.

5. Promotions/Demotions/Transfers

When an employee is promoted, demoted or transferred, the employee will not lose accrued sick leave.

6. Donation of Sick Leave and Vacation Leave

The purpose of leave donation is to permit an employee to donate accrued sick or vacation leave to a central leave bank to assist another employee. This policy permits such a donation to occur when an employee has a need for additional paid leave because they have exhausted all paid leave including, but not limited to sick, vacation, comp time, and floating holidays and have a serious medical hardship or catastrophic illness or injury. The employee's need may arise from their own serious medical hardship or catastrophic illness or from their need to care for a family member who has a serious medical hardship or catastrophic illness.

In addition to employee donations, all forfeited sick leave balances will be placed in the central bank. If the donation leave bank exceeds 2,000 hours, all hours above will be retired.

7. Sick Leave Conversion to Health Reimbursement (HRA) Account

If an employee has a sick leave balance that reaches the threshold noted below by December 30th of each year, the corresponding sick leave amount will be converted to a dollar amount and be automatically removed from the employee's sick leave bank and rolled in a HRA Account tax free:

Accrued Hours	Sick Leave HRA Conversion
240	12 hours
360	18 hours
480	24 hours
720	48 hours

The monies deposited into this account can be accessed upon separation of employment for health-related premiums and expenses. Employees covered by the IAFF Local 4005 MOU and Battalion Chiefs are not eligible for this conversion.

E. Family and Medical Leave (FMLA)

The Family and Medical Leave (FMLA) Act of 1993 and the National Defense Authority Act (NDAA) of 2008 intends to balance the demands of the workplace with the needs of families, to promote the stability and economic security of families, and to promote national interests in preserving family integrity. To accomplish these purposes, the City will establish a process with respect to leave necessary for the medical care of employees and their families.

F. Other Leave Categories

The City shall provide a mechanism for the following types of additional leave to be available to employees:

1. Military Leave
2. Funeral or Bereavement Leave
3. Jury Duty Leave
4. Election Leave
5. Injury Leave
6. Administrative Leave
7. Crime Victims Leave
8. Fatigue Leave
9. Industrial Leave to Attend Off-Duty Appointments
10. Parental Leave

G. Unpaid Leave Categories

1. Personal Leave Without Pay

The City provides an opportunity for leave without pay for employees to deal with personal situations occurring for more than ten (10) days, but not exceeding ninety (90) days. Such leave is granted at the discretion of the department director on a case-by-case basis. The leave is unpaid, unless the employee has available vacation, sick, or other time. This policy does not cover leaves for medical reasons, which would otherwise be covered by the FMLA. Also, this policy does not cover medical leaves that may be covered by the Americans with Disabilities Act (ADA). Such leave will be covered by the City's policy regarding reasonable accommodations for employees with disabilities, which provides that in some cases an employee may be given an unpaid leave of absence as a reasonable accommodation, the length of which will be evaluated on a case-by-case basis, and may in some instances involve leave beyond ninety (90) days.

2. Furloughs

If a budget shortfall is anticipated, the City Manager has the authority to require employees to take a specified number of hours off without pay which will be designated as furlough time off. Exempt employees are considered hourly during pay periods in which furlough time is taken and accurate payroll records must be maintained of actual hours worked. Furloughs authorized by the City Manager are not subject to the discipline, grievance and/or appeals process.

H. Workplace/Telecommuting

The department director may authorize employees to work at a centralized City location, or at other sites to possibly include telecommuting. For telecommuting refer to Administrative Guideline #680. All employees must reside and work on a regular basis within the state of Arizona.

I. Emergency Leave

Under a declaration of emergency, the City Manager is authorized to grant emergency leave provisions to maintain the continuity of city operations.

POLICY STATEMENT

Subject: Attendance and Leave	
Origination Date: 04/01/2001	Revision Date: ~~06/06/2024~~07/01/2025
Policy Number: 600	

Purpose

The purpose of this policy is to establish standard hours of work, holidays, vacation leave, and sick leave. In addition, this policy will establish the conditions under which city employees may be granted time off from work.

Policy

A. Hours of Work/Attendance

Department directors are responsible for establishing a schedule of regular working hours for their respective departments to ensure optimum service delivery to the citizens of Goodyear. Employees are responsible for being at their work site during their scheduled work hours.

B. Holidays

The following days shall be considered holidays for City employees:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Juneteenth Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Friday after Thanksgiving Day
11. Christmas Day
12. Floating Holiday*

*One (1) floating holiday is available to all regular full-time and part-time (half benefit) status employees each calendar year as defined in Guideline 620.

C. Vacation Leave

Vacation is provided to employees to ensure the mental and physical health and well-being of both the employee and the organization.

For employees entitled to vacation leave, accruals will accrue on a per pay period basis and will be available to use at the start of the following pay period. No employee shall take vacation leave in excess of the amount accrued. Full-time employees accrue vacation leave based upon years of credited service with

eligible Arizona government retirement systems (i.e., ASRS, PSPRS, city of Phoenix, city of Tucson). In addition, non-represented sworn employees will receive credit for out-of-state credited service in alignment with their respective MOUs:

Job Classification	Years of Service	Vacation Hours Earned per Pay Period	
		40-hour Employees	56-hour Non-MOU Employees
Full-time Regular and Trial Employees	21+ years	7.3643	10.81
	15 – 20 years	7.0571	10.38
	10 – 14 years	6.1571	9.12
	5 – 9 years	5.3	7.92
	0 – 4 years	4.3929	6.65

Regardless of years of services, the maximum accrual of vacation hours is 3620 hours for forty (40) hour work week employees. ~~and 456 hours for fifty-six (56) hour work week employees. If vacation balance exceeds 456 at the end of the calendar year for 56-hour employee, up to 48 hours of the overage will be automatically cashed out. Any hours over 504 will be automatically donated to the Labor Relations Bank~~.

1. **Vacation Accrual for Part-Time and Temporary**

   Regular part-time employees shall receive a prorated accrual of vacation leave benefits at ½ the accrual rate of full-time employees. Temporary employees typically shall not accrue vacation leave. However, temporary employees working a 40 hour a week schedule for a planned duration of six (6) months or more will receive vacation leave.

2. **Maximum Accrual**

   Hours over the maximum accrual will be lost at the end of each calendar year, unless the City Manager provides written authorization for an employee to exceed their maximum accrual.

3. **Vacation Cash-In**

   Employees shall be allowed to cash in up to forty (40) hours ~~[fifty-six (56) hours for sworn shift Fire]~~, based on availability of budgeted funds, of accrued vacation leave, one time a year as determined by the City, as long as they maintain a vacation balance of eighty (80) hours ~~72 hours for sworn shift Fire)~~ after the vacation leave is paid out and have taken at least forty (40) hours ~~[fifty-six (48) hours for sworn shift Fire]~~ of vacation leave prior to the cash in date. Payment of vacation cash-in is considered supplemental wages and is subject to I.R.S. guidelines requiring a mandatory lump sum tax withholding in addition to all other applicable taxes. Fire e~~E~~mployees covered under the

MOU and Battalion Chiefs who receive vacation payouts ~~throughto~~ the City's 401(a) plan are not eligible to participate in the annual vacation cash-in program. This restriction ensures compliance with plan requirements and IRS guidelines.

4. **Change of Employee Status**

When an employee is promoted, demoted or transferred, they shall not lose accrued vacation leave. However, depending on the employee's job classification, the rate at which they accrue vacation leave may change.

5. **Disciplinary Action**

Under circumstances of financial hardship, the City Manager or Deputy City Manager may approve requests for use of accrued vacation or compensatory time in lieu of suspension. Request must be submitted to the department director and Human Resources.

D. Sick Leave

Sick leave is provided as benefit for all employees unable to report to work because of personal illness (to prevent infection of co-workers), or whose family member becomes ill and the employee must care for the family member. Upon approval from the department director or designee, sick leave may be used to extend funeral leave (Administrative Guideline #660). It is not to be used for purposes other than those contained herein.

Sick time accruals will accrue on a per pay period basis and will be available to use at the start of the following pay period. Full-time employees (including full-time temporary employees) accrue sick leave on the following basis.

	Accrual per Pay Period	Maximum Accrual of Hours
Full-time Regular and Trial Employees	3.70 hours	Unlimited
56-hour Work Week Employees	5.18 hours	Unlimited

Part-time employees receive sick leave at half (½) the rate of the full-time employees.

Temporary employees who are not working full-time accrue sick leave on the following basis:

	Accrual per ~~Pay Period per~~ 30 Hours Worked	Maximum Accrual of Hours	Maximum Annual Usage
Part-time Employees	~~0.34~~1 hour	Unlimited	40 hours

The maximum carryover of sick hours is 80 hours at the end of each calendar year.

1. **Sick Leave Payout upon Separation**

A full-time regular employee vested in the Arizona State Retirement System (ASRS) with a minimum of five (5) years of continuous service with the City and who voluntarily separate employment shall be compensated for accrued sick leave up to a maximum of 240 hours upon separation. Employees with a minimum of ten (10) years of continuous service with the City shall be compensated for accrued sick leave up to a maximum of 480 hours upon separation regardless of reason for separation.

A full-time regular employee vested in the Arizona Public Safety Personnel Retirement System (PSPRS) with a minimum of five (5) years of continuous service with the City and who voluntarily separate employment shall be compensated for accrued sick leave up to a maximum of 240 hours ~~[336 hours for fifty-six (56) hour employees]~~ upon separation. A full-time regular employee vested in the Arizona PSPRS with a minimum of ten (10) years of continuous service with the City shall be compensated for 480 hours [672 hours for fifty-six (56) hour employees who work the majority of his/her last ten (10) years of service in a fifty-six (56) hour assignment] of accrued sick leave (if accrued) upon separation regardless of reason for separation.

2. Sick Leave Conversion Upon Separation

Full-time regular employees who officially retire through ASRS or PSPRS or employees who separate employment due to disability retirement or separate from employment after filing for long term disability will receive the following amount of sick leave balance that is above the noted threshold paid out in a Heath Reimbursement Account (HRA) ~~Retirement Health Savings (RHS) account (Battalion Chiefs will be paid out in a cash out (minus applicable taxes required by the IRS) or deposited in a deferred compensation account up to the maximum IRS allowable amount)~~ at the time of separation at the current regular hourly wage amount:

Years of Service	Percent of Sick Leave Balance above 480 hours ~~or 672 hours (56-hour employees)~~ to be converted to ~~RHS~~HRA
8 years	25%
10 years	35%
15 years	50%
20 years	75%

Employees who involuntarily separate employment or do not meet these eligibility requirements will not receive any sick conversion at the time of termination, and they forfeit all unused sick time.

3. Discipline

Forfeiture of accrued sick leave ~~as a disciplinary action~~in place of a suspension ~~(except conversion upon termination listed above)~~ shall not be authorized.

4. **Advanced Sick Leave**

   The City Manager may grant no more than ten days of advanced sick leave to a full-time regular employee. The advanced sick leave will be repaid by the employee through the normal leave accrual process or through transfer of sick leave accrual. In order to qualify for advanced sick leave, employees must be full-time regular and have exhausted all forms of paid leave; i.e., vacation, sick, compensatory time, floating holiday.

5. **Promotions/Demotions/Transfers**

   When an employee is promoted, demoted or transferred, the employee will not lose accrued sick leave.

6. **Donation of Sick Leave and Vacation Leave**

   The purpose of leave donation is to permit an employee to donate accrued sick or vacation leave to a central leave bank to assist another employee. This policy permits such a donation to occur when an employee has a need for additional paid leave because they have exhausted all paid leave including, but not limited to sick, vacation, comp time, and floating holidays and have a serious medical hardship or catastrophic illness or injury. The employee's need may arise from their own serious medical hardship or catastrophic illness or from their need to care for a family member who has a serious medical hardship or catastrophic illness.

   In addition to employee donations, all forfeited sick leave balances will be placed in the central bank. If the donation leave bank exceeds 2,000 hours, all hours above will be retired.

7. **Sick Leave Conversion to ~~Retirement~~ Health Reimbursement ~~Savings~~ (~~RHS~~HRA) Account**

   If an employee has a sick leave balance that reaches the threshold noted below by December 30th of each year, the corresponding sick leave amount will be converted to a dollar amount and be automatically removed from the employee's sick leave bank and rolled in a~~n~~ HRA ~~RHS~~ Account tax free:

Accrued Hours	Sick Leave HRA~~RHS~~ Conversion
240	12 hours
360	18 hours
480	24 hours
720	48 hours

The monies deposited into this account can be accessed upon separation of employment for health-related premiums and expenses. Employees covered by the IAFF Local 4005 MOU and Battalion Chiefs are not eligible for this conversion.

E. Family and Medical Leave (FMLA)

The Family and Medical Leave (FMLA) Act of 1993 and the National Defense Authority Act (NDAA) of 2008 intends to balance the demands of the workplace with the needs of families, to promote the stability and economic security of families, and to promote national interests in preserving family integrity. To accomplish these purposes, the City will establish a process with respect to leave necessary for the medical care of employees and their families.

F. Other Leave Categories

The City shall provide a mechanism for the following types of additional leave to be available to employees:

1. Military Leave
2. Funeral or Bereavement Leave
3. Jury Duty Leave
4. Election Leave
5. Injury Leave
6. Administrative Leave
7. Crime Victims Leave
8. Fatigue Leave
9. Industrial Leave to Attend Off-Duty Appointments
10. Parental Leave

G. Unpaid Leave Categories

1. Personal Leave Without Pay

The City provides an opportunity for leave without pay for employees to deal with personal situations occurring for more than ten (10) days, but not exceeding ninety (90) days. Such leave is granted at the discretion of the department director on a case-by-case basis. The leave is unpaid, unless the employee has available vacation, sick, or other time. This policy does not cover leaves for medical reasons, which would otherwise be covered by the FMLA. Also, this policy does not cover medical leaves that may be covered by the Americans with Disabilities Act (ADA). Such leave will be covered by the City's policy regarding reasonable accommodations for employees with disabilities, which provides that in some cases an employee may be given an unpaid leave of absence as a reasonable accommodation, the length of which will be evaluated on a case-by-case basis, and may in some instances involve leave beyond ninety (90) days.

2. Furloughs

If a budget shortfall is anticipated, the City Manager has the authority to require employees to take a specified number of hours off without pay which will be designated as furlough time off. Exempt employees are considered hourly during pay periods in which furlough time is taken and accurate payroll records must be maintained of actual hours worked. Furloughs authorized by the City Manager are not subject to the discipline, grievance and/or appeals process.

H. Workplace/Telecommuting

The department director may authorize employees to work at a centralized City location, or at other sites to possibly include telecommuting. For telecommuting refer to Administrative Guideline #680. All employees must reside and work on a regular basis within the state of Arizona.

I. Emergency Leave

Under a declaration of emergency, the City Manager is authorized to grant emergency leave provisions to maintain the continuity of city operations.