City Council Regular Meeting
City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395
Monday, August 25, 2025
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, August 25, 2025 5:00 p.m. Meeting Agenda

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR PIZZILLO

COMMUNICATIONS

1. **COMMEMORATING GOODYEAR HISTORY AND CELEBRATING THE OPENING OF THE NEW GOODYEAR HIGH SCHOOL**

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

2. **APPROVAL OF MINUTES**

   RECOMMENDATION

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

3. **APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR CHIPOTLE MEXICAN GRILL #5637**

   RECOMMENDATION

   Recommend approval of Application No. 351353 to the Arizona Department of Liquor Licenses and Control (DLLC) for a Series 12 (Restaurant) liquor license for Chipotle Mexican Grill #5637 located at 15600 W. McDowell Rd., Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

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

   RECOMMENDATION

   Approve budget amendments, related expenditure authority, and the administrative award authority for expenditures exceeding $500,000. (Ryan Bittle, Finance Manager)

5. **STATE 9-1-1 SERVICES ADMINISTRATION GRANT**

RECOMMENDATION

Approve the Arizona Department of Administration (ADOA) grant for 9-1-1 and associated budget amendments. (Brian Issitt, Chief of Police)

6. **THREE INTERGOVERNMENTAL AGREEMENTS (IGAs) WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 FOR SCHOOL RESOURCE OFFICER (SRO) SERVICES**

RECOMMENDATION

Approve the IGAs with Agua Fria Union High School District No. 216 for SRO services at Goodyear High School, Millenium High School and Desert Edge High School, and authorize the City Manager or designee to execute the documents necessary to allow the Goodyear Police Department to participate in the SRO program. (Brian Issitt, Chief of Police)

7. **APPROVAL OF INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY FOR HOMELESS OUTREACH SERVICES FY2026**

RECOMMENDATION

Approve the IGA with Maricopa County, and providing authorization and direction to take actions and execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

8. **LEASE AGREEMENT EXTENSION FOR OPERATION OF BMX TRACK AND CONCESSIONS**

RECOMMENDATION

Approve the Second Amendment of the Agreement for the operation of the BMX Track and Concessions, and provide authorization and direction to the City Manager or designee to take actions and execute the necessary documents to carry out the intent of the Agreement. (Colton Blyle, Real Estate Specialist; David Seid, Interim Parks & Recreation Director)

9. **SECOND AMENDMENT TO THE COMPREHENSIVE SIGN PACKAGE (CSP) FOR GOODYEAR MUNICIPAL COMPLEX**

RECOMMENDATION

Approve the Goodyear Municipal Complex CSP Amendment 2 dated July 2025, subject to stipulations. (Jimmy Carreon, Assistant Planner)

10. **SECOND AMENDMENT TO THE COMPREHENSIVE SIGN PACKAGE (CSP) FOR SHOPS AT SERAFINA**

RECOMMENDATION

Approve the Shops at Serafina CSP Amendment 2 dated July 2025, subject to stipulations. (Jimmy Carreon, Assistant Planner)

11. **ADOPTION OF RESOLUTION APPROVING THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR FULTON HOMES AT BALLPARK VILLAGE**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2483 APPROVING THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR FULTON HOMES AT BALLPARK VILLAGE. (Kini Knudson, Deputy City Manager)

12. **ADOPTION OF RESOLUTION AUTHORIZING THE EXCHANGE OF REAL PROPERTY AND LAND EXCHANGE AGREEMENT WITH GSA SEDELLA L.L.C.**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2484 APPROVING THE EXCHANGE OF REAL PROPERTY FOR A FIRE STATION AND THE LAND EXCHANGE AGREEMENT FOR THE EXCHANGE. (Kimberly Romero, Real Estate Supervisor)

13. **ADOPTION OF RESOLUTION AUTHORIZING THE LICENSE AGREEMENT WITH SUMMIT INFRASTRUCTURE GROUP, LLC AND RELATED AGREEMENTS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2485 AUTHORIZING THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH SUMMIT INFRASTRUCTURE GROUP LLC, A VIRGINIA LIMITED LIABILITY COMPANY, AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND CONDUIT FOR THE CITY'S EXCLUSIVE USE. (Philip Cochran, Assistant City Attorney)

14. **ADOPTION OF RESOLUTION AUTHORIZING THE LICENSE AGREEMENT WITH MCIMETRO ACCESS TRANSMISSION SERVICES LLC, DOING BUSINESS AS VERIZON ACCESS TRANSMISSION SERVICES, FOR THE INSTALLATION OF A FIBER OPTIC NETWORK WITHIN THE CITY'S RIGHTS-OF-WAY**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2486 AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH MCIMETRO ACCESS TRANSMISSION SERVICES LLC, DBA VERIZON ACCESS TRANSMISSION SERVICES, AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND CONDUIT FOR THE CITY'S EXCLUSIVE USE. (Philip Cochran, Assistant City Attorney)

15. **ADOPTION OF RESOLUTION AUTHORIZING THE LICENSE AGREEMENT WITH COGENT FIBER LLC FOR THE INSTALLATION OF A FIBER OPTIC NETWORK WITHIN THE CITY'S RIGHTS-OF-WAY**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2487 AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH COGENT FIBER LLC, A DELAWARE LIMITED LIABILITY COMPANY (FKA SPRINT COMMUNICATIONS COMPANY L.P.), AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND CONDUIT FOR THE CITY'S EXCLUSIVE USE. (Philip Cochran, Assistant City Attorney)

16. **AGREEMENT WITH SALT RIVER VALLEY WATER USERS' ASSOCIATION FOR WATER EXCHANGE BETWEEN CITY OF GOODYEAR AND CITY OF GLENDALE**

RECOMMENDATION

Approve the Water Exchange Agreement between the city of Glendale, the city of Goodyear, and the Salt River Valley Water Users' Association and authorize the City Manager or designee and providing authorization and direction to take action and execute documents necessary to carry out the intent of the agreement. (Barbara Chappell, Water Services 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

17. **ANNEXATION OF SOUTH PERRYVILLE ROAD ADJACENT TO LA PRIVADA PARCEL 5**

RECOMMENDATION

ADOPT ORDINANCE NO. 2025-1636, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA BY ANNEXING APPROXIMATELY 0.978 ACRES OF PROPERTY GENERALLY LOCATED ALONG THE EAST HALF OF SOUTH PERRYVILLE ROAD AND SOUTH OF THE WEST LILAC STREET ALIGNMENT. (Kyle Abbott, Senior Planner)

18. **REZONE OF APPROXIMATELY 17.55 ACRES LOCATED AT THE NORTHWEST CORNER OF PEBBLECREEK PARKWAY AND MONTE VISTA ROAD, WITHIN THE PALM VALLEY PHASE VIII PLANNED AREA DEVELOPMENT (PAD), FROM PAD TO PAD WITH AN UNDERLYING ZONING OF MULTI-FAMILY (MF-24) WITH A PAD OVERLAY.**

ADOPT ORDINANCE NO. 2025-1637, CONDITIONALLY REZONING APPROXIMATELY 17.55 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF MONTE VISTA ROAD AND PEBBLECREEK PARKWAY FROM THE PALM VALLEY PHASE VIII PLANNED AREA DEVELOPMENT (PAD) TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF MULTI-FAMILY (MF-24) WITH A PAD OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR. (Ann Dolmage, Principal Planner)

19. **USE PERMIT FOR A CONVENIENCE USE (CONVENIENCE STORE WITH A GAS STATION) ON A 1.29-ACRE PROPERTY ZONED C-2 (GENERAL COMMERCIAL)**

Approve the Use Permit request for a Convenience Use (Convenience Store with a Gas Station) proposed on an approximately 1.29-acre property zoned C-2 General Commercial located at the southeast corner of W. Virginia Avenue and N. PebbleCreek Parkway (the “Property”) subject to stipulations. (Kyle Abbott, Senior Planner)

20. **USE PERMIT FOR CONVENIENCE USE CAR WASH ON APPROXIMATELY 1.26 ACRES**

Approve the Use Permit request for a Convenience Use Car Wash proposed on an approximately 1.26-acre property zoned Planned Area Development (PAD) with an underlying zoning of C-2 General Commercial for parcel 501-02-954 generally located south of W. Indian School Road and east of 166th Avenue within PV 303 East II Phase 1 (the “Property”) subject to stipulations. (Kyle Abbott, Senior Planner)

INFORMATION ITEMS

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

- Reports from the Mayor and City Council

  This may include current events and activities as well as requests for information or future agenda items.

- Report from the City Manager

  This may include updates from events, staff summary, update of legislative issues, clarification on items being requested by City Council and Manager's update on Council Related Matters.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

September 8, 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 8/20/2025 at 4:03 p.m. by AG.

ITEM #: 1.
DATE: 08/25/2025
AI #:2805

CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Tammy Vo, Digital Communications Director

SUBJECT:

COMMEMORATING GOODYEAR HISTORY AND CELEBRATING THE OPENING OF THE NEW GOODYEAR HIGH SCHOOL

ITEM #: 2.
DATE: 08/25/2025
AI #:2735

APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

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

Attachments

Draft Minutes 2025-07-07 Regular Meeting

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

Monday, July 7, 2025 **Meeting Minutes**

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

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 5:57 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

[Councilwoman Gillis participated by telephone.]

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER TERRY

COMMUNICATIONS

1. **RECOGNITION OF COUNTRY GRIDDLE RESTAURANT AS THE RECIPIENT OF THE "MOM-AND-POP BUSINESS OF THE YEAR" AWARD**

Mayor Pizzillo presented a plaque to Country Griddle, recognizing them as the "Mom-And-Pop Business of the Year".

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

Delshae Williams, owner of Stepping-Stones LLC, along with Karen Padron, Dane Acci, Janet Fraser, and Gregory Smalls, spoke about the program's housing model for homeless veterans and how it has impacted their lives.

CONSENT

MOTION BY Vice Mayor Wally Campbell, **SECONDED BY Councilmember Trey Terry to APPROVE Consent Agenda items 2 through 8. The motion carried as follows:**

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

Passed - Unanimously

2. **APPROVAL OF MINUTES**
Approve the June 23, 2025 Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

3. **APPROVAL OF NEW SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE FOR TRADER JOE'S #289**

RECOMMENDATION
Recommend approval of Application No. 348612 to the Arizona Department of Liquor Licenses and Control (DLLC) for a new Series 10 (Beer and Wine Store) liquor license for Trader Joe's #289 located at 14770 W. McDowell Rd., Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

4. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR AZULEJO COCINA MEXICANA**

RECOMMENDATION
Recommend approval of Application No. 348268 to the Arizona Department of Liquor Licenses and Control (DLLC) for a new Series 12 (Restaurant) liquor license for Azulejo Cocina Mexicana located at 2700 N. Litchfield Rd., Goodyear, AZ 85338. (Jasmine Pernicano, City Clerk)

5. **RECOMMEND A NO RECOMMENDATION OF NEW SERIES 10 (BEER AND WINE) LIQUOR LICENSE FOR GOODYEAR FOOD STORE**

RECOMMENDATION
Recommend a No Recommendation of Application No. 350768 to the Arizona Department of Liquor Licenses and Control for a new Series 10 (Beer and Wine Store) for Goodyear Food Store located at 13310 W. Van Buren St. Goodyear, AZ 85338. (Jasmine Pernicano, City Clerk)

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

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

7. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT FOR JOINT USE OF FACILITIES**

RECOMMENDATION
Approve the IGA for the Joint Use of Agua Fria Union High School District No. 216 Facilities and city of Goodyear Recreation Facilities and providing authorization and direction to take actions and execute documents necessary to carry out the intent of the agreement. (Deanna Ortiz, Recreation Superintendent)

8. **DECLARING CITY PROPERTY AS RIGHT-OF-WAY FOR 159TH AVENUE AND UTILITY AND ACCESS EASEMENT**

RECOMMENDATION
ADOPT RESOLUTION NO. 2025-2481 DECLARING PUBLIC RIGHT-OF-WAY FOR 159TH AVENUE AND RESERVING A UTILITY AND ACCESS EASEMENT. (Colton Blyle, Real Estate Specialist)

PUBLIC HEARINGS

9. **ANNEXATION OF SOUTH PERRYVILLE ROAD ADJACENT TO LA PRIVADA PARCEL 5**

Mayor Pizzillo opened the public hearing at 6:14 p.m.

Katie Wilken, Development Services Director, introduced the item and turned it over to Kyle Abbott, Senior Planner, to present.

Mr. Abbott presented a request regarding the annexation of two separate lots adjacent to one another, which together are approximately 0.978 acres of property, generally located along South Perryville Road adjacent to what is currently La Privada Parcel 5. He stated that the annexation will establish city jurisdiction over the La Privada subdivision and the adjacent portion of South Perryville Road, creating the right-of-way needed for planned half-street improvements. Mr. Abbott also mentioned that the next step in the annexation process is to hold a second public hearing for Council consideration.

There being no speakers, Mayor Pizzillo closed the public hearing at 6:20 p.m.

[No action was needed on this item.]

BUSINESS

10. **FY2025-2026 COMMUNITY FUNDING RECOMMENDATIONS**

Christina Panaitescu, Community Partnerships Program Manager, presented the community funding program, and reviewed the application and review process conducted by the City Council Subcommittee. She explained that the Subcommittee recommended awarding the full funding amount of $214,400 to the various non-profit organizations.

Council expressed support for the Community Funding Program and the services provided by the applicant organizations.

In response to Council's inquiry, Ms. Panaitescu clarified that the I-HELP program will continue to receive support, and noted that all funded organizations are subject to a review at the end of the year to ensure compliance with reporting requirements and program outcomes.

MOTION BY Councilmember Brannon Hampton, **SECONDED BY Councilmember Benita Beckles to APPROVE the recommended allocations for FY2025-2026 Community Funding. The motion carried as follows:**

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

Passed - Unanimously

11. **ADOPTION OF RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY**

Darah Mann, Deputy Director of Economic Development, provided an update on the InnovationHub evaluation and announced a new one-year, $75,000 partnership with Arizona State University. She explained the intergovernmental agreement (IGA) will support expanded programming, including mentorship, entrepreneurial outreach, youth-focused events, and the creation of an online platform to enhance access and engagement.

Jasmine Pernicano, City Clerk, read Resolution No. 2025-2482 by title only.

Council expressed support for the program.

MOTION BY Councilmember Laura Kaino, **SECONDED BY Vice Mayor Wally Campbell to ADOPT RESOLUTION NO. 2025-2482 APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY. The motion carried as follows:**

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

Passed - Unanimously

INFORMATION ITEMS

Council requested follow-up regarding the public comments related to the Stepping Stones.

Wynette Reed, City Manager, reported a successful Fourth of July event with 10,000 attendees and a drone show, and expressed gratitude to staff.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

August 25, 2025	Council Meeting	5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:36 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 July 7, 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 #: 3.
DATE: 08/25/2025
AI #:2737

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR CHIPOTLE MEXICAN GRILL #5637

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

OTHER PRESENTER(S):

Andrea Lewkowitz, Agent

SUMMARY

Andrea Lewkowitz, Agent for Chipotle Mexican Grill #5637, has submitted an application for a Series 12 (Restaurant) liquor license for the location at 15600 W. McDowell Rd., Goodyear, AZ 85395. The applicant is requesting that the city forward a recommendation of approval to the Arizona Department of Liquor Licenses and Control (DLLC) for consideration and issuance of the license.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Recommend approval of Application No. 351353 to the Arizona Department of Liquor Licenses and Control (DLLC) for a Series 12 (Restaurant) liquor license for Chipotle Mexican Grill #5637 located at 15600 W. McDowell Rd., Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

FISCAL IMPACT

In compliance with the Goodyear Municipal User Fee Schedule, the applicant submitted the required $635 administrative application fee.

BACKGROUND AND PREVIOUS ACTIONS

The City Clerk's office received a Series 12 (Restaurant) liquor license application on July 8, 2025, from the Arizona Department of Liquor Licenses and Control (DLLC) for Chipotle Mexican Grill #5637, represented by Agent Andrea Lewkowitz.

In accordance with A.R.S. §4-201(B), the public hearing notice was posted on July 17, 2025, at the establishment for the required 20-day period. This public posting allows individuals within a one-mile radius to submit written arguments for or against the issuance of the license. No public petitions or protests were received during the posting period. The application underwent internal review by the Police Department and Development Services Department, including Code Compliance, Building and Planning & Zoning, with no objections reported. The application is included as 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. A One-Mile Report and Evaluation Map is included as Attachment B, showing existing liquor licenses and zero K-12 schools 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 a valid ID will be required from anyone appearing to be under the legal drinking age.

The City Council's recommendation 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 Clerk's Office on Tuesday, July 8, 2025.

State of Arizona
Department of Liquor Licenses and Control

Created 07/08/2025 @ 12:43:45 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	CHIPOTLE MEXICAN GRILL #5637		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	15600 W MCDOWELL ROAD GOODYEAR, AZ 85395 USA		
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(000)000-0000		
Alt. Phone:	(602)200-7222		
Email:	ANDREA@LEWKLAW.COM		

AGENT

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

OWNER

60th Days
9/6/25

Name:	CHIPOTLE MEXICAN GRILL INC
Contact Name:	ANDREA DAHLMAN LEWKOWITZ
Type:	CORPORATION
AZ CC File Number:	F08655706
State of Incorporation:	DE
Incorporation Date:	02/05/1999
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLAW.COM

Officers / Stockholders

Name:	Title:	% Interest:
JOHN ROBERT HARTUNG	Treasurer/CFO	
HELEN NICOLE KAMINSKI	Secretary/Gen. Counsel	
MLADEN GRGIC	012100009097	
ALEX RALPH GARCIA JR	012100017358	

CHIPOTLE MEXICAN GRILL INC - 012100009097

Name:	MLADEN GRGIC
Gender:	Male
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CHIPOTLE MEXICAN GRILL INC - 012100017358

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CHIPOTLE MEXICAN GRILL INC - Treasurer/CFO

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CHIPOTLE MEXICAN GRILL INC - Secretary/Gen. Counsel

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Gender: Female
Correspondence Address: 1101 E CHRISTOPHER CREEK LOOP
PAYSON, AZ 85541
USA
Phone: (480)670-0660
Alt. Phone:
Email: SF7THHEAVEN2@MSN.COM

****

Name: ALYSSA ISABEL VITAL
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)599-1269
Alt. Phone:
Email: AVITALE@CHIPOTLE.COM

****

Name:	LACEY AMBER BLEDSOE
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(660)888-9489
Alt. Phone:	
Email:	LBLEDSOE@CHIPOTLE.COM

****

Name:	PATRICK GERHART HANNAN
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(718)321-7653
Alt. Phone:	
Email:	PHANNAN@CHIPOTLE.COM

APPLICATION INFORMATION

Application Number:	351353
Application Type:	New Application
Created Date:	06/17/2025

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
   PROPERTY TENANT
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   TERMINATION AND/OR OTHER MONETARY PENALTIES
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes

5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0.00

6) Are there walk-up or drive-through windows on the premises?
Yes

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?
Yes
If yes, what is your estimated completion date?
NOVEMBER 2025

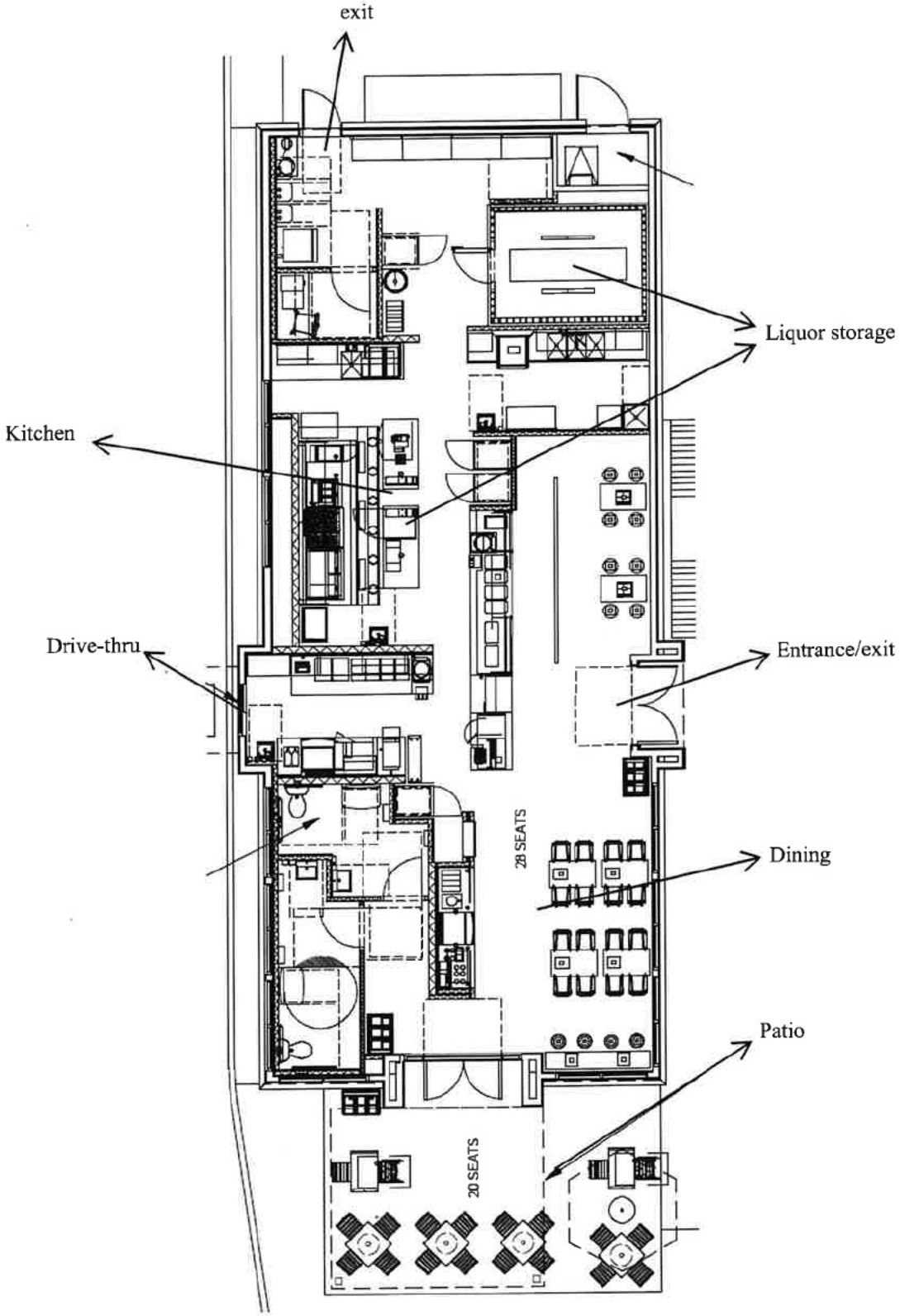
9) What type of business will this license be used for?
RESTAURANT

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	#5637_AGT ADL (Ctn).pdf	06/17/2025
QUESTIONNAIRE	#5637_AGT ADL (Q).pdf	06/17/2025
RECORDS REQUIRED FOR AUDIT	#5637_Audit.pdf	06/17/2025
QUESTIONNAIRE	#5637_CP Hartung (Q+Supple).pdf	06/17/2025
QUESTIONNAIRE	#5637_CP Kaminski (Q+Supple).pdf	06/17/2025
DIAGRAM/FLOOR PLAN	#5637_diagram.pdf	06/17/2025
MENU	#5637_Menu.pdf	06/17/2025
RESTAURANT OPERATION PLAN	#5637_ROP.pdf	06/17/2025
MISCELLANEOUS	CMG_Ownership.pdf	06/17/2025

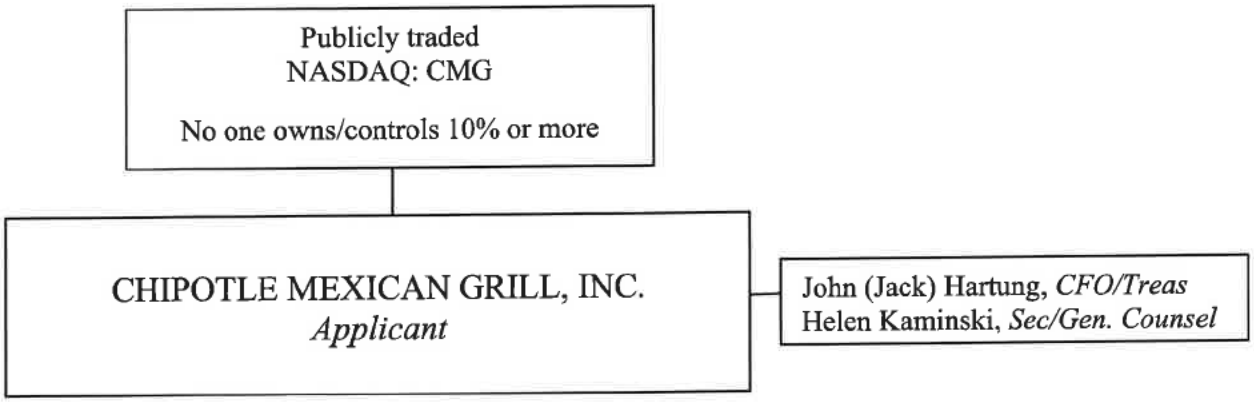
'25 7 8 Liq. Dept #1245

Chipotle Mexican Grill #5637
15600 W. McDowell Road
Goodyear, AZ 85395
2,325 SF (interior) + 400 SF (patio)



'25 7 8 Liqr. Dept PM12:45

CHIPOTLE MEXICAN GRILL, INC.
Ownership Chart | 5/6/2025



'25 7 8 Liqr. Dept fm1245

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): CHIPOTLE MEXICAN GRILL #5637

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS	
Grill	GAS FRYER | GAS RANGE | GAS GROOVED GRIDDLE
Oven	N/A
Freezer	WALK-IN COOLER
Refrigerator	REACH-IN | UNDERCOUNTER | PREP REFRIGERATORS
Sink	4-COMPARTMENT SINK | WALL-MOUNTED HAND SINK
Dish Washing Facilities	4-COMPARTMENT SINK
Food Preparation Counter (Dimensions)	HOT FOOD TABLES | CHEF TABLS | WORK TABLES
Other	TORTILLA PRESS | BLENDER | ICE MAKER | GAS RICE COOKER | FOOD PROCESSOR

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

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

(**Do not include kitchen, bar, hi-top tables, or game area.**) 45 %

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: [28]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 0]

TOTAL [= 28]

Individuals requiring ADA accommodations please call (602)542-9027

'25 7 8 Liqr. Dept PM12:45

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	3-4
Bartenders	0
Hostesses	0
Managers	3
Servers | Order | Prep | Cashier	6-7
Other (Dishwasher)	1
Other ( )	
Other ( )	

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

Applicant Signature: _____

'25 7 8 Liq. Dept PM12:45

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): CHIPOTLE MEXICAN GRILL #5637
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 has been issued for the premises pursuant to this article.

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

Applicant Signature: _____

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

'25 7 8 Lig. Dept PM1245

CHIPOTLE

MEXICAN GRILL

BURRITOS, TACOS & SALADS



BURRITO
Tortilla, choice of rice, beans, meat, salsa and cheese or sour cream. Add peppers and onions instead of beans for a fajita burrito.
CALORIES: 350-930



BURRITO BOWL
Just like a burrito, but served in a bowl with no tortilla.
CALORIES: 160-640



TACOS
Your choice of three crispy corn, soft corn or soft flour tortillas with meat, salsa, cheese or sour cream and romaine lettuce.
CALORIES: 320-670



SALAD
Chopped romaine lettuce with choice of beans, meat, salsa and cheese, with or without chipotle-honey vinaigrette.
CALORIES: 170-780

CHICKEN
Naturally raised, marinated in our chipotle adobo, then grilled.
$6.25

STEAK
Naturally raised, marinated in our chipotle adobo, then grilled.
$6.65

BARBACOA
Naturally raised beef. Braised for hours, then shredded.
$6.65

CARNITAS
Naturally raised pork. Braised for hours, then shredded.
$6.65

VEGETARIAN
Includes our fresh guacamole and vegetarian black beans.
$6.25

SALSAS

Fresh Tomato (Mild) Calories: 20	Roasted Chili-Corn (Medium) Calories: 80	Tomatillo-Green Chili (Medium Hot) Calories: 15	Tomatillo-Red Chili (Hot) Calories: 40

EXTRAS & DRINKS

Chips & Guacamole: Serves 2 (Cal: 360 ea/720 tot) $2.95
Chips & Salsa: Serves 2 (Cal: 295-325 ea/590-650 tot) $1.75
Guacamole (Calories: 150) $1.80
Chips: Serves 2 (Calories: 285 ea/570 tot) $1.25
Margarita (Calories: 210) $4.50
Beer (Calories: 100-170) ..... $3.50 / $4.00
Bottled Drinks (Calories: 0-280) ..... $2.10 / $2.50
Soda (Calories: 0-290) ..... $1.60 / $1.90
Kid's Drinks (Calories: 100-150) ..... $1.65 / $2.20

KID'S MENU

All Kid's Menu items served with kid's chips and a drink.
Kid's Drinks: Juice, Organic Milk (plain or chocolate)

1. **Small Cheese Quesadilla** $3.25
   With a side of rice and beans
   Calories: 620-670
2. **Small Meat & Cheese Quesadilla** $3.75
   With a side of rice and beans
   Calories: 680-730
3. **Single Taco** $3.75
   Soft or crispy shell, and a choice of any three items (one meat or guacamole) and a side of rice.
   Calories: 470-630
4. **Taco Kit (they build it)** $4.25
   Choose any three ingredients (one meat or guacamole) and two soft or crispy shells. Served on a tray for easy building.
   Calories: 420-610

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

DLLC USE ONLY

Fee:	
Job #:	351353
Date Accepted:	6/17/25
CSR:	RG

Personal Information Questionnaire

fp current until 8/19/25

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

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

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

☒ AGENT ☐ CONTROLLING PERSON ☐ MANAGER

1. Name: LEWKOWITZ (Last) ANDREA (First) DAHLMAN (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: 04 / 01 / 1961
6. Email address: ANDREA@LEWKLAW.COM
7. Home Address: [redacted]
8. Daytime phone #: (602) 200-7222 Alternative phone #: (602) 200-7222

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: SERIES 12 | PENDING
2. Business Name (doing business as): CHIPOTLE MEXICAN GRILL #5637
3. Business Address: 15600 W. McDOWELL ROAD, GOODYEAR, AZ 85395

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

'25 7 8 Liqr. Dept PM12:45

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: PENDING

SECTION 4 – BACKGROUND

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

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

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

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

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

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

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

Signature: _____ **Date:** 06/17/2025



'25 7 8 Liq. Dept PM12:45

ALIEN STATUS 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

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

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

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

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

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) ANDREA DAHLMAN LEWKOWITZ

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

City MANKATO State MN **COUNTRY** USA

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

2) Name of document: AZ DRIVERS LICENSE

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

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

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

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

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

SECTION III – QUALIFIED ALIEN DECLARATION

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

_____

Name of document provided

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

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

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

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

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

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

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

11. A nonimmigrant whose visa for entry is related to employment in the United States, or

12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *etseq.*];

13. A foreign national not physically present in the United States.

14. ***Otherwise Lawfully Present***

15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

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

ANDREA DAHLMAN LEWKOWITZ		06/17/2025
Print Name	**Signature**	**Date**

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

DLLC USE ONLY

Fee:	
Job #:	351353
Date Accepted:	6/17/25
CSR:	RG

Personal Information Questionnaire

FP: 3/2025

fp current until 4/19/27

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: KAMINSKI (Last) HELEN (First) NICOLE (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: CA
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: ____/____/____
6. Email address: LICENSING@CHIPOTLE.COM
7. Home Addres: [redacted]
8. Daytime phone #: (614) 318-2482 Alternative phone #: (614) 318-2482

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: SERIES 12 | PENDING
2. Business Name (doing business as): CHIPOTLE MEXICAN GRILL #5637
3. Business Address: 15600 W. McDOWELL ROAD, GOODYEAR, AZ 85395

'25 7 8 Liq. Dept PM12:45

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: PENDING

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) HELEN NICOLE KAMINSKI **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: Helen Kaminski **Date:** 9/20/24

'25 7 8 Liqr. Dept PM12:46

AZ Dept. of Liquor
Questionnaire Supplement
SECTION 4, Question 1 + 3 - YES

Name: Helen Nicole Kaminski

I currently serve, or have served, as an officer for alcohol beverage licenses held by Chipotle Mexican Grill, Inc. and its affiliates throughout the United States in the past five years. Some of these licenses may have been cited for alleged violations, resulting in fines paid and/or temporary suspensions. I have not been cited personally for a liquor violation in the past 5 years.

Helen Kaminski

Signature

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

DLLC USE ONLY

Fee:	
Job #:	351353
Date Accepted:	6/17/25
CSR:	RG

Personal Information Questionnaire

FP: 3/2024

fp current until 3/29/24

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: HARTUNG (Last) JOHN (JACK) (First) ROBERT (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: ILLINOIS
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: ____/____/____
6. Email address: LICENSING@CHIPOTLE.COM
7. Home Address: [redacted]
8. Daytime phone #: (303) 595-4000 Alternative phone #: (303) 595-4000

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: SERIES 12 | PENDING
2. Business Name (doing business as): CHIPOTLE MEXICAN GRILL #5637
3. Business Address: 15600 W. McDOWELL ROAD, GOODYEAR, AZ 85395

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

'25 7 8 Liqr. Dept PM12:45

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: PENDING

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) JOHN (JACK) ROBERT HARTUNG **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: John Hartung Date: 9/20/24

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

AZ Dept. of Liquor
Questionnaire Supplement
SECTION 4, Question 1 + 3 - YES

Name: John (Jack) Robert Hartung

I currently serve, or have served, as an officer for alcohol beverage licenses held by Chipotle Mexican Grill, Inc. and its affiliates throughout the United States in the past five years. Some of these licenses may have been cited for alleged violations, resulting in fines paid and/or temporary suspensions. I have not been cited personally for a liquor violation in the past 5 years.

John Hartung
Signature

Liquor Licenses within One Mile – Chipotle Mexican Grill #5637

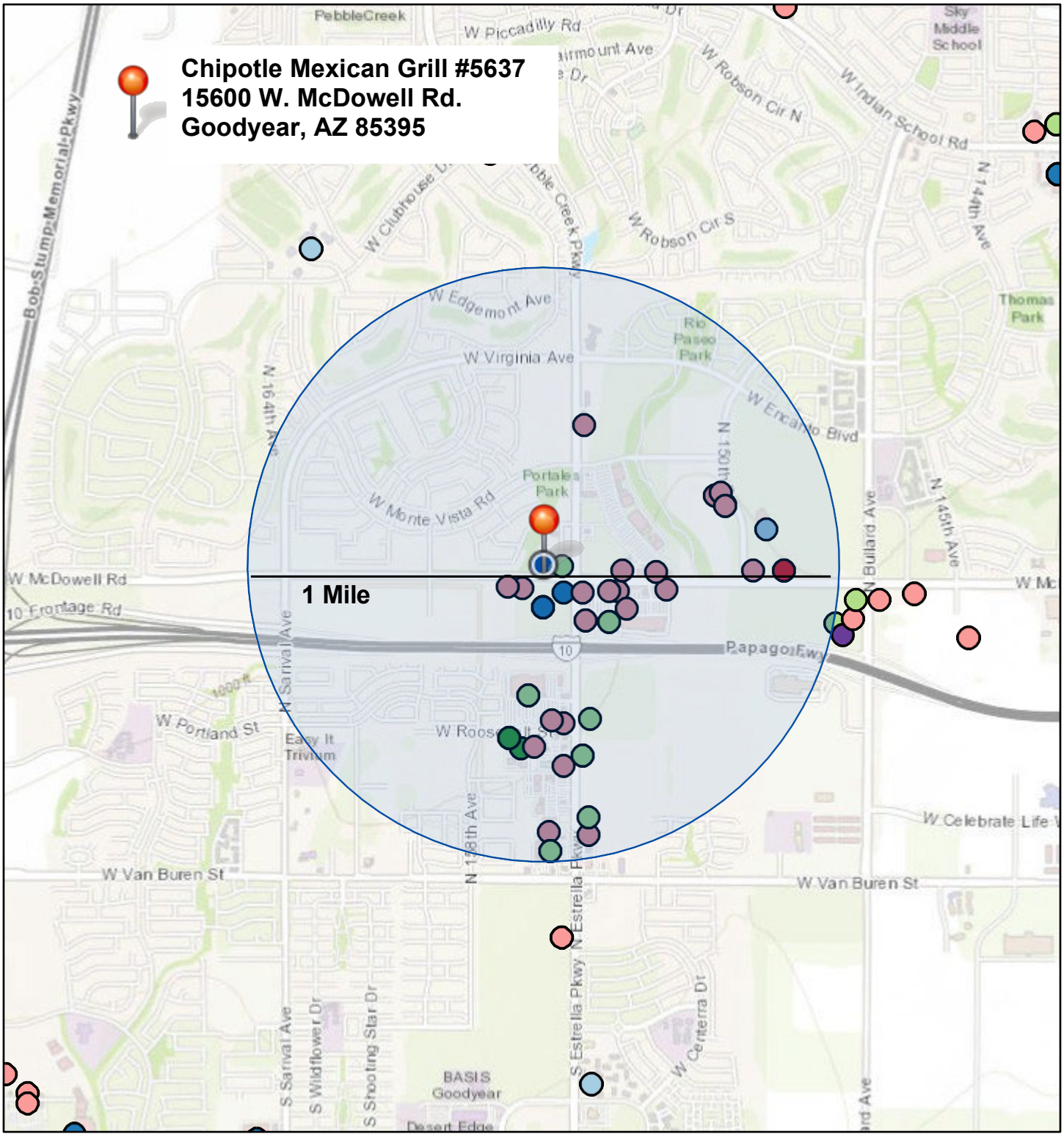
Applicant Address: 15600 W. McDowell Rd., Goodyear, AZ 85395

Liquor Establishments				
Business Name	**Address**	**Distance from Applicant Address**		**License Series**
WALGREENS #12334	1654 N PEBBLE CREEK PKWY.	344.4	ft.	10
ROCK N ROLL SUSHI	15611 W MCDOWELL RD.	551.91	ft.	12
CIRCLE K STORE #9528	15535 W MCDOWELL RD.	604.18	ft.	9
BABBO ITALIAN EATERY	15705 W MCDOWELL RD.	747.78	ft.	12
WINCO FOODS #130	15581 W MCDOWELL RD.	764.25	ft.	9, 9S
RUBIO'S FRESH MEXICAN GRILL #225	15479 W MCDOWELL RD.	865.52	ft.	12
AH-SO SUSHI & STEAK	15475 W MCDOWELL RD.	1,250.36	ft.	12
BARRO'S PIZZA	15475 W MCDOWELL RD.	1,250.36	ft.	12
OLIVE GARDEN ITALIAN RESTAURANT #1773	15411 W MCDOWELL RD.	1,251.30	ft.	12
ARRIBA MEXICAN GRILL	15370 W MCDOWELL RD.	1,400.60	ft.	12
POPO'S FIESTA DEL SOL	15375 W MCDOWELL RD.	1,416.51	ft.	12
BEVMO	15405 W MCDOWELL RD.	1,548.19	ft.	9, 9S
RED LOBSTER #6342	15311 W MCDOWELL RD.	1,690.64	ft.	12
OREGANO'S PIZZA BISTRO	15280 W MCDOWELL RD.	2,012.36	ft.	12
TEXAS ROADHOUSE	15255 W MCDOWELL RD.	2,226.08	ft.	12
WAL MART SUPERCENTER #5369	1100 N ESTRELLA PKWY.	2,325.56	ft.	9, 9S
AKAIHANA SUSHI & GRILL	2293 N PEBBLE CREEK PKWY.	2,578.69	ft.	12
WOK WEI ASIAN CUISINE	15560 W ROOSEVELT ST.	2,782.98	ft.	12
ARIZONA PIZZA COMPANY	15530 W ROOSEVELT ST.	2,848.79	ft.	12
7-ELEVEN #47390A	1025 N ESTRELLA PKWY.	2,868.29	ft.	10
VALLEY CRAFT	15671 W ROOSEVELT ST.	3,142.24	ft.	7, 10, 10S
AUGIE'S SPORTS GRILL	15605 W ROOSEVELT ST.	3,240.95	ft.	12
SADDLE MOUNTAIN BREWING COMPANY	15651 W ROOSEVELT ST.	3,280.49	ft.	3, 12
HIGH TIDE	1845 N GLOBE DR.	3,288.98	ft.	12
OVER EASY	1845 N GLOBE DR.	3,288.98	ft.	12
COPPER & SAGE GSQ	1975 N GLOBE DR.	3,408.97	ft.	12
BACCHUS WINE BAR	1975 N GLOBE DR.	3,408.97	ft.	7
SPITZ MEDITERRANEAN STREET FOOD	2015 N GLOBE DR.	3,410.96	ft.	12
THE STILLERY	1971 N GLOBE DR.	3,425	ft.	12
ALDI #161	845 N ESTRELLA PKWY.	3,468.03	ft.	10, 10S
EL TATAKI SUSHI FUSION EXPRESS	790 N ESTRELLA PKWY.	3,582.62	ft.	12
CHEDDARS SCRATCH KITCHEN	15030 W MCDOWELL RD.	3,754.95	ft.	12
HARKINS THEATRES AT ESTRELLA FALLS	15010 W MCDOWELL RD.	4,036.11	ft.	6
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL RD.	4,303.90	ft.	12, 12G
QUIKTRIP #1401	575 N ESTRELLA PKWY.	4,554.80	ft.	10
TAILGATERS SPORTS GRILL & IL PRIMO PIZZA & WINGS	530 N ESTRELLA PKWY.	4,737.51	ft.	12
SENOR TACO	525 N ESTRELLA PKWY.	4,866.53	ft.	12
SAFEWAY #2618	440 N ESTRELLA PKWY.	5,088.43	ft.	9, 9S

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



7/31/2025, 4:36:57 PM

1:36,175

0 0.25 0.5 1 mi

0 0.4 0.8 1.6 km

Liquor Licenses

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

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 #: 4.
DATE: 08/25/2025
AI #:2707

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



Fiscal Resource Management

RECOMMENDATION

Approve budget amendments, related expenditure authority, and the administrative award authority for expenditures exceeding $500,000. (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 FY2026 expenditure limitation budget was adopted on June 9, 2025, and the FY2026 Expenditures for Administrative Award was approved on May 19, 2025.

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 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. If applicable, the revised items from the FY2026 Expenditures for Administrative Award are included in Attachment A.

Attachments

Attachment A - Budget Amendment Report

City Council - Budget Amendments Report - FY2026

Council Agenda Date: 8/25/2025

Date	Transfer Journal No.	Reason Needed	Amount	Ultimate Fund(s) Affected; Explanation	Funding From	Funding To
8/7/2025	217	Funds requested to create new CIP Project #42105 to address safety concerns at the Yuma Road & Sarival Ave intersection (the north side). The project will help with traffic flow, visibility, and pedestrian safety.	$565,000	General Fund & Budget Authority	1-Time Fund Balance	General Fund

FY2026 Expenditures for Administrative Award (If Applicable)

Department Name Reference	Project No.	Description	Current Amount	Proposed Increase/(Decrease)	Revised Amount
26294	42105	Yuma Road & Sarival Ave Intersection Improvements	$ -	$ 565,000	$ 565,000
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -

ITEM #: 5.
DATE: 08/25/2025
AI #:2691

CITY COUNCIL ACTION REPORT

SUBJECT: **STATE 9-1-1 SERVICES ADMINISTRATION GRANT**

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

SUMMARY

The Arizona Department of Administration (ADOA) has established a new reimbursement program for cities to offset the costs of 911 services. The Police Department is seeking funding for the AT&T contract for equipment, service, and Next Generation 911 data networking.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Arizona Department of Administration (ADOA) grant for 9-1-1 and associated budget amendments. (Brian Issitt, Chief of Police)

FISCAL IMPACT

Ongoing State 9-1-1 funding costs of $213,501 to fund AT&T services and other administrative costs. The Arizona Department of Administration (ADOA) will be reimbursing agencies through a grant process all costs from ADOA, resulting in a zero net impact to the city. This grant was not included in the FY2026 budget and requires a budget amendment in the amount of $213,500. This increase in expenditures is offset by the unforeseen revenue available with this grant.

BACKGROUND AND PREVIOUS ACTIONS

The Maricopa Association of Governments (MAG) initiated a 911 Study Committee chose to migrate the valley telecommunications centers from MR911 to the State Emergency Services Internet Protocol network (ESINet) through a contract with AT&T, approving this move on January 31, 2024.

On March 4, 2024, Council approved the migration to the State 9-1-1 system and approved grant funding from the Arizona Department of Administration (ADOA). The grant reimburses

the city for funding that it is required to pay AT&T directly. Reimbursements are submitted through the ADOA grant process. The grant will be managed through the ADOA grant portal (eCivis) with monthly reporting requirements and reimbursement requests. The grant process will be renewed annually.

The ADOA grant is awarded annually to support the 9-1-1 services.

STAFF ANALYSIS

The AT&T contract complies with all federal standards and provides the needed technologies to provide continuous emergency services, enhanced technology, and greater redundancy.

The (ADOA) administers the Emergency Telecommunications Services Revolving Fund for 9-1-1 with the MAG committee process being utilized to make recommendations through the Regional Council to ADOA for equipment and funding decisions. ADOA is implementing a grant reimbursement model for funding the new State 911 services. The grant will be managed through the ADOA grant portal (eCivis) with monthly reporting requirements and reimbursement requests. The ADOA Grant for 9-1-1 is included as Attachment A.

On August 13, 2025, the Mayor conditionally authorized submission of the ADOA 9-1-1 grant to meet the August 14, 2025 deadline. Without approval the city of Goodyear would not be eligible for grant funding. The terms of this agreement are from July 1, 2025 - June 30, 2026.

Attachments

Attachment A - ADOA Grant for 9-1-1

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-26-12

This Grant Agreement (**"Agreement"**) is between the City of Goodyear, acting as System Administrator, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2025 and terminate on June 30, 2026. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

OBLIGATIONS OF THE PARTIES

5. Responsibilities of the Grantee:
   - 5.1. Grantee agrees that grant funds will be used in accordance with the approved application, applicable statutes, program rules, guidelines and special conditions. ADOA supports the use of these funds in accordance with the ARS § 41-704 for activities such as:
     - 5.1.1. Adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network, maintenance, and hardware and software support
     - 5.1.2. Facilitate the migration of the State's PSAPs to the Next Generation of 9-1-1 capability
     - 5.1.3. Migration to an Emergency Services IP-enabled (ESINet) network
     - 5.1.4. Solutions that meet or exceed the National Emergency Number Association (NENA), Federal Communications Commission (FCC), international, and industry standards or requirements.
     - 5.1.5. The National Emergency Number Association (NENA) defines NG9-1-1 as: "An Internet Protocol (IP) based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency services organizations."

5.2. Grantee agrees that the following activities will be reimbursed only through Administrative Cost and subject to the aggregate limitation on such costs:

5.2.1. Personnel. Costs associated with administrative oversight of managing local contracts and technical support. Costs associated with GIS coordinator, if it is an employee of the System Administrator's agency.

5.2.2. Fringe Benefits. Employee related expenses associated with administrative oversight of managing local contracts and/or GIS coordinator.

5.2.3. Travel. Travel requests for training, conferences, etc. related to System Administrator and/or GIS coordinator functions. Travel costs will only be reimbursed based on the State rate per diem identified in SAAM 50.

5.2.4. Supplies. Costs associated with supplies related to System Administration functions.

5.2.5. Other Costs. Training or education assistance related to System Administration and/or GIS coordinator functions.

5.3. Grantee agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

5.4. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.

5.5. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.

5.6. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.

5.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

5.8. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.

5.9. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

5.10. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

5.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

5.12. Required activity and financial reports are submitted according to the following schedule(s):

	ACTIVITY REPORTS	
	Report Due:	**Due Date:**
	GIS Data Submissions	Quarter 1 September 30, 2025 Quarter 2 December 31, 2025 Quarter 3 March 31st, 2026 Quarter 4 June 30th, 2026

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	August 30	January 1 – January 31	February 28
August 1 – August 31	September 30	February 1 – February 29	March 30
September 1 – September 30	October 30	March 1 – March 31	April 30
October 1 – October 31	November 30	April 1 – April 30	May 30
November 1 – November 30	December 30	May 1 – May 31	June 30
December 1 – December 31	January 30	June 1 – June 30	July 30

*More frequent reports may be required for GRANTEES who are considered high risk.

6. Responsibilities of the State:

6.1. It is agreed and understood that ADOA's total payment under this Agreement shall not exceed $213,501 in state funds.

6.2. Once ADOA approves the financial reimbursement request, payment to the Grantee will be completed within 10 business days.

6.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$210,000
Construction	$0.00
Other Costs	$3,501

Total	**$213,501**

UNIFORM TERMS AND CONDITIONS

7. Grant Administration and Operation

   7.1. Records. Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain any and all Data and other "records" relating to the agreement's acquisition and performance for five (5) years after the completion of the award. All records shall be inspected and audited by the State at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.

   7.2. Non-Discrimination. The grantee shall comply with State Executive Orders Nos. 2023-01 and 2009-09 and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

   7.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the grantee's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement.

   7.4. Facilities Inspection and Materials Testing. The grantee agrees to permit access to its facilities and the grantee's processes or services, at reasonable times for inspection of the facilities or Materials covered under this award as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the grantees' facilities nor Materials testing shall constitute final acceptance of the Materials or Services.

   7.5. Advertising, Publishing, and Promotion of Award. The grantee shall not use, advertise, or promote information for commercial benefit concerning this award without the prior written approval of the Grants Administrator.

8. Federal Immigration and Nationality Act. The grantee shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the award term. The State shall retain the right to perform random audits of grantee records or inspect papers of any employee to ensure compliance. Should the State determine that the grantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default, and suspension.

9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

10. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations, or for any reason, and these Materials or Services are not funded, the State may take any of the following actions:

    10.1.1. Accept a decrease in the award offered to the grantee;

    10.1.2. Cancel the award, or

    10.1.3. Cancel the award and resolicit the requirements.

11. Personnel. Grantee warrants that its personnel will perform their duties under the agreement professionally, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the award's requirements. Grantee further warrants that its key personnel will maintain all certifications relevant to their work, and grantee shall provide individual evidence of certification to the State's authorized representatives upon request.

12. False Statements. Grantee represents and warrants that all statements and information grantee prepared and submitted in response to the Solicitation or as part of the grantee documents are current, complete, true, and accurate. If the

Grants Administrator determines that the grantee submitted an application with a false statement or made material misrepresentations during the performance of the award, the Grants Administrator may determine that the grantee has materially breached the agreement and may void the submitted application and any resulting agreement.

13. Agreement Termination

    13.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three (3) years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.

    13.2. Termination for Convenience. The State reserves the right to terminate the agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination, and minimize all further costs to the State. The grantee shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

14. Agreement Claims. All agreement claims or controversies under this agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

15. Arbitration. The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

16. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

17. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

18. This Agreement contains the entire agreement of the Parties with respect to its subject matter. It supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

19. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.

20. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

21. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

22. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the

future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

23. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

24. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof.

25. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

26. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

27. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

28. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

29. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

30. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:
Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:
City of Goodyear
Police Department
14455 W Van Buren St.
Goodyear, AZ 85338
ATTENTION: Shauna Henrie

Arizona Department of Administration
Arizona 9-1-1 Program

GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must submit a current service plan to ADOA. If a service plan is incomplete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements are made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

3. The GRANTEE must notify ADOA within 10 days if it is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility for the duties under this agreement.

4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions " document. Vendor account set-up and payment information can be found at: https://gao.az.gov.

5. GRANTEE agrees to share GIS data, at minimum, once per quarter (4) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, to support ongoing statewide initiatives. The data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

6. GRANTEE agrees to allow ADOA to deploy a data analytics tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.

7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Joe Pizzillo — 08/13/2025

Authorized Signatory — Date

Joe Pizzillo, Mayor

Printed Name and Title

Joy Fairweather Asst. City Attorney — 08/13/25

Additional signature(s) if required by political subdivision — Date

for Roric Massey, City Attorney — **ATTEST:**

Printed Name and Title — Date

Jasmine Pimentel
City Clerk

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program
Arizona Department of Administration — Date

Conditional Mayoral Approval Form

Project Name: ADOA 9-1-1 Grant

Brief Description/Purpose:

The ADOA 9-1-1 grant provides reimbursement for our 9-1-1 system. The deadline ~~for submission is August 13, 2025. The amount of grant funding supports the ATT~~ bills for the system. The department submits monthly for reimbursement. The grant is currently on the August 25th agenda but the police department is requesting that ~~the mayor sign prior to the 25th so that we can submit prior to the deadline. We will~~ modify the council action request to approve retroactively

Total Project Budget: 213,501 ☐ Budgeted ☑ Unbudgeted ☐ FY____ CIP

Is Multi-Year Funding Needed? No Amount of Grant Funding Needed: 213,501

Minimum award required to proceed: 213,501 Source of match if required: _____

Does the project align with Goodyear's priorities?	☑ Yes ☐ No
Does the project align with Goodyear's strategic plan or General plan?	☑ Yes ☐ No
Is the project an enhancement or expansion of something found in the existing budget?	☐ Yes ☑ No
Does the project/program need to start or finish by a specific date? *How long will it take to complete the project/program?*	☑ Yes ☐ No
Does this timeline align with the grant requirements?	☑ Yes ☐ No
Is the total project/program cost within the total possible award amount?	☑ Yes ☐ No
Are there any other opportunities to joint-fund this project with another department or an outside agency? *Have those other opportunities been pursued?*	☐ Yes ☑ No ☐ Yes ☑ No
Has an itemized project/program costing been prepared *(for, planning projects, has a budget been estimated)* ?	☑ Yes ☐ No
Will an asset be created?	☐ Yes ☑ No
Are there ongoing operating costs, etc. -- city funding obligations -- that will come as a result of this project?	☐ Yes ☑ No
Is there a realistic plan for the project/program to be sustained after the initial grant award?	☑ Yes ☐ No
Are other departments required for upkeep, maintenance, or replacement?	☐ Yes ☑ No
Are those other departments supportive of the application?	☐ Yes ☐ No
Does the department have the capacity to administer the financial and administrative policy or compliance standards aspects of the grant, if awarded?	☑ Yes ☐ No

Resolution will be brought to Council (first available meeting date): _____

Mayor's Signature Date 8-13-2025

ITEM #: 6.
DATE: 08/25/2025
AI #:2717

CITY COUNCIL ACTION REPORT

SUBJECT: THREE INTERGOVERNMENTAL AGREEMENTS (IGAs) WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 FOR SCHOOL RESOURCE OFFICER (SRO) SERVICES

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

SUMMARY

The city of Goodyear and Agua Fria Union High School District No. 2016 wish to enter into Intergovernmental Agreements (IGAs) to provide School Resource Officers (SRO) services to Goodyear High School, Millennium High School, and Desert Edge High School. Under the terms of the agreement, the city will provide trained and certified law enforcement personnel to serve as SROs on school grounds. This partnership aims to ensure a safe learning environment by providing an on-campus police presence and fostering positive relationships between students and law enforcement.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the IGAs with Agua Fria Union High School District No. 216 for SRO services at Goodyear High School, Millenium High School and Desert Edge High School, and authorize the City Manager or designee to execute the documents necessary to allow the Goodyear Police Department to participate in the SRO program. (Brian Issitt, Chief of Police)

FISCAL IMPACT

The Police Department's FY2026 base budget includes the full cost of the SRO program and positions. During the school year, the SRO's salary will be funded from the district operating budget, excluding holidays, breaks and summer vacations. Per the IGA's Goodyear High School will pay 25% of SRO's hourly rate plus benefits during 10-month school year and will be invoiced quarterly. Millennium High School and Desert Edge High School will reimburse the city for 50% of the total cost associated with providing SRO services. Revenue from the school district is recorded into the General Fund.

BACKGROUND AND PREVIOUS ACTIONS

The Council was briefed on the Goodyear Police Department's School Resource Officer Program during the March 26, 2018, Work Session. Since that time, the city of Goodyear has continued to support SRO programs in collaboration with educational institutions to promote safety and community engagement. These proposed IGAs continue that commitment by formalizing a partnership with the three high schools in the Agua Fria School District to provide ongoing SRO services.

STAFF ANALYSIS

The presence of an SRO on campus enhances school safety, promotes early intervention, and builds trust between students and law enforcement. Shared funding reduces the financial burden on each entity while ensuring a qualified officer is present during school hours. Staff have determined that this agreement is in alignment with the city's strategic objectives and represents a fiscally responsible and community-focused initiative.

A copy of the IGA with Goodyear High School is provided as Attachment A, the IGA with Millennium High School is Attachment B, and the IGA with Desert Edge High School is Attachment C.

Attachments

Attachment A - IGA Goodyear High School SRO

Attachment B - IGA Millennium High School SRO

Attachment C - IGA Desert Edge High School SRO

INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of **July 1, 2025,** between the City of Goodyear, an Arizona municipal corporation (the "City") and the Agua Fria Union High School District No. 216, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Goodyear High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Goodyear High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT § 11-952

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be provided:

A. The City shall provide SRO Services to the District at Goodyear High School on an hourly basis, as required by the Principal, but not to exceed 40 hours per week.

B. The Goodyear Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Goodyear Police Chief, at his sole discretion.

C. The SRO will assist the Principal with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Goodyear Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Principal.

D. When school is not in session, including all breaks, school-observed holidays and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of the SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records reports, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Goodyear Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II – OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Quarterly: The District shall reimburse the City quarterly for the services it provides pursuant to Section I above.

A. The District shall pay 25% of the costs associated with SRO Services received on an hourly per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month school year and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Goodyear High School, including all overtime, must be substantiated by timecards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Goodyear Police Department supervisor before working on school-related overtime. The District will not pay for any SRO Services for any one or two week-long school breaks in October, December, January and March, except as stated above, nor for any personal vacations taken by an SRO nor any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space: The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training: The District shall pay $500.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provides SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District: No District or Goodyear High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III – GENERAL TERMS AND CONDITIONS

3.1 Indemnification: To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from, and against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and hat result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term: The term of this Agreement shall be for one year from July 1, 2025, until June 30, 2026, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel: The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Goodyear Police Officer.

3.4 Independent Contractor: The City acknowledges and agrees that the SRO Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. The City, its employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance if the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records: Both parties shall maintain the records required in this Agreement in accordance with Arizona Public Records retention requirements.

3.6 Termination Either party may terminate this Agreement upon 30 days written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and upon the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

3.7 Notice and Requests: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the

party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395
Attn: Wynette Reed, City Manager

With copy to: Roric Massey, City Attorney
1900 N. Civic Square
Goodyear, AZ 85395

If to the District: Agua Fria Union High School District 216
1481 North Eliseo Felix Jr. Way, Suite 110
Avondale, AZ 85323
Attn: Mr. Mark Yslas, Superintendent

With a copy to: Jeffrey Stratman, Esq.
1481 North Eliseo Felix Jr. Way, Suite 110
Avondale, AZ 85323

Or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.8 Severability and Savings: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation: The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to

appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then current year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement: This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation: The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. §38-511.

3.13 Workers' Compensation: An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation".

3.14 FERPA Compliance: Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination: Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement: The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property, shall be returned to its original owner.

3.17 E-Verify: To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws

and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements: The parties shall comply with the fingerprinting requirements of ARIZ. Rev. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Processes to Address Student Misconduct: The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

"City"
CITY OF GOODYEAR, an
Arizona municipal corporation

By: _____
Wynette Reed, City Manager

"District"
AGUA FRIA UNION HIGH
SCHOOL DISTRICT NO. 216, an
Arizona School District

By: _____
Mark Yslas, Superintendent

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

In accordance with A.R.S. § 11-952 (D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws State of Arizona.

_____
Jeffrey Stratman, Esq., Attorney for the District

_____
Roric Massey, Attorney for the City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Goodyear Police Department SRO Program]

INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of **July 1, 2025** between the City of Goodyear, an Arizona municipal corporation (the "City") and the Agua Fria Union High School District No. 216, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Millennium High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Millennium High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT § 11-952

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be provided:

A. The City shall provide SRO Services to the District at Millennium High School on an hourly basis, as required by the Principal, but not to exceed 40 hours per week.

B. The Goodyear Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Goodyear Police Chief, at his sole discretion.

C. The SRO will assist the Principal with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Goodyear Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Principal.

D. When school is not in session, including all breaks, school-observed holidays and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of the SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records reports, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Goodyear Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II – OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Quarterly: The District shall reimburse the City quarterly for the services it provides pursuant to Section I above.

A. The District shall pay 50% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month school year and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Millennium High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Goodyear Police Department supervisor before working on school-related overtime. The District will not pay for any SRO Services for any one or two week-long school breaks in October, December, January and March, except as stated above, nor for any personal vacations taken by an SRO nor any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space: The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training: The District shall pay $500.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provides SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District: No District or Millennium High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III – GENERAL TERMS AND CONDITIONS

3.1 Indemnification: To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from, and against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and hat result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term: The term of this Agreement shall be for one year from July 1, 2025 until June 30, 2026, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel: The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Goodyear Police Officer.

3.4 Independent Contractor: The City acknowledges and agrees that the SRO Services provided under this Agreement are being provide as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. The City, it's employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance if the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records: Both parties shall maintain the records required in this Agreement in accordance with Arizona Public Records retention requirements.

3.6 Termination Either party may terminate this Agreement upon 30 days written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and upon the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

3.7 Notice and Requests: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the

party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395
Attn: Wynette Reed, City Manager

With copy to: Roric Massey, City Attorney
1900 N. Civic Square
Goodyear, AZ 85395

If to the District: Agua Fria Union High School District 216
1481 North Eliseo Felix Jr. Way, Suite 110
Avondale, AZ 85323
Attn: Mr. Mark Yslas, Superintendent

With a copy to: Jeffrey Stratman, Esq.
1481 North Eliseo Felix Jr. Way, Suite 110
Avondale, AZ 85323

Or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.8 Severability and Savings: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion without inequity to the parties.

3.9 Program Continuation Subject to Appropriation: The provisions of this Agreement for payment of funds by the District shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The District shall be the sole judge and authority in determining the availability of funds under this Agreement and the District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Governing Board of the District fails to

appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then current year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

3.10 Entire Agreement: This Agreement comprises the entire agreement of the parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the parties to this Agreement.

3.11 Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

3.12 Cancellation: The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. §38-511.

3.13 Workers' Compensation: An employee of either party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each party shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022 in substantially the following form:

> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation".

3.14 FERPA Compliance: Both parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

3.15 Non-Discrimination: Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

3.16 Disposition of Property upon Termination of the Agreement: The parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property, shall be returned to its original owner.

3.17 E-Verify: To the extent applicable under ARIZ. REV. STAT. § 41-4401, the parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws

and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

3.18 Fingerprinting Requirements: The parties shall comply with the fingerprinting requirements of ARIZ. Rev. STAT. § 15-512 unless otherwise exempted.

3.19 Coordination of Processes to Address Student Misconduct: The parties shall work together to identify and streamline any separate processes for investigating and responding to acts of student misconduct that may also implicate criminal misconduct.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

"City"
CITY OF GOODYEAR, an
Arizona municipal corporation

By: _____
Wynette Reed, City Manager

Date: _____

"District"
AGUA FRIA UNION HIGH
SCHOOL DISTRICT NO. 216, an
Arizona School District

By: _____
Mark Yslas, Superintendent

ATTEST:

_____
Jasmine Pernicano, City Clerk

In accordance with A.R.S. § 11-952 (D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws State of Arizona.

_____
Jeffrey Stratman, Esq., Attorney for the District

_____
Roric Massey, Attorney for the City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Goodyear Police Department SRO Program]

INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of **July 1, 2025** between the City of Goodyear, an Arizona municipal corporation (the "City") and the Agua Fria Union High School District No. 216, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Desert Edge High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Desert Edge High School.

D. The District is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 15-342 and 11-952.

E. The City is authorized to enter into this Agreement pursuant to ARIZ. REV. STAT § 11-952

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION I – OBLIGATIONS OF THE CITY

1.1 Services to be provided:

A. The City shall provide SRO Services to the District at Desert Edge High School on an hourly basis, as required by the Principal, but not to exceed 40 hours per week.

B. The Goodyear Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Goodyear Police Chief, at his sole discretion.

C. The SRO will assist the Principal with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Goodyear Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Principal.

D. When school is not in session, including all breaks, school-observed holidays and school vacations, the City shall have full discretion to assign the SRO various City responsibilities; provided, however, that the City shall be responsible for 100% of the SRO's costs when so assigned.

E. In addition to the provisions of Section 3.18, the City shall, within ten business days upon request by the District, provide verification to the District of the SRO's successful criminal records check, e.g., a copy of current fingerprint clearance card, copy of successful criminal records reports, etc.

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Goodyear Police Department SRO Program, attached hereto as Exhibit A.

1.2 Accounting and Documentation. The SRO's salary and employer-paid benefits rate shall be used to calculate the amount due from the District for SRO Services. Supporting documentation of these actual amounts must be on file with the District's Grants Office prior to payment of any invoice to the City.

SECTION II – OBLIGATIONS OF THE DISTRICT

2.1 Reimbursement to City – Quarterly: The District shall reimburse the City quarterly for the services it provides pursuant to Section I above.

A. The District shall pay 50% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month school year and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Desert Edge High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Goodyear Police Department supervisor before working on school-related overtime. The District will not pay for any SRO Services for any one or two week-long school breaks in October, December, January and March, except as stated above, nor for any personal vacations taken by an SRO nor any sick leave incurred by an SRO.

B. The District shall pay invoices from the City within 30 days of receipt, assuming proper documentation is on file to support the charges.

2.2 Office Space: The District shall provide office space that provides privacy for the SRO to conduct confidential business. The office provided shall include the necessary equipment for the SRO to effectively perform his or her duties, including, without limitation, a telephone, desk, chair and filing cabinet.

2.3 SRO-Related Training: The District shall pay $500.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provides SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

2.4 Non-Interference by District: No District or Desert Edge High School administrator shall interfere with an SRO's sworn law enforcement duties.

SECTION III – GENERAL TERMS AND CONDITIONS

3.1 Indemnification: To the extent permitted by law, each party shall defend, indemnify and hold harmless the other party and its departments, officers, employees and agents for, from, and against all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and hat result from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents.

3.2 Term: The term of this Agreement shall be for one year from July 1, 20245 until June 30, 2026, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

3.3 Personnel: The City represents that the SRO performing the SRO Services required in Section I of this Agreement shall be a sworn Goodyear Police Officer.

3.4 Independent Contractor: The City acknowledges and agrees that the SRO Services provided under this Agreement are being provide as an independent contractor, not as an employee or agent of the District, except as provided in Section 3.13 below. The City, it's employees, and subcontractors are not entitled to worker's compensation benefits from the District. The District does not have the authority to supervise or control the actual work of City, its employees or subcontractors. The City, and not the District, shall determine the time of its performance if the SRO Services provided under this Agreement so long as City meets the requirements of its agreed scope of work as set forth in Section I above. The District and the City do not intend to nor will they combine business operations under this Agreement.

3.5 Records: Both parties shall maintain the records required in this Agreement in accordance with Arizona Public Records retention requirements.

3.6 Termination Either party may terminate this Agreement upon 30 days written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and upon the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

3.7 Notice and Requests: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the

party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395
Attn: Wynette Reed, City Manager

With copy to: Roric Massey, City Attorney
1900 N. Civic Square
Goodyear, AZ 85395

If to the District: Agua Fria Union High School District 216
1481 North Eliseo Felix Jr. Way, Suite 110
Avondale, AZ 85323
Attn: Mr. Mark Yslas, Superintendent

With a copy to: Jeffrey Stratman, Esq.
1481 North Eliseo Felix Jr. Way, Suite 110
Avondale, AZ 85323

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appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then current year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

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> "All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of workers' compensation".

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and regulation that relate to their employees and compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching party may terminate this Agreement. The parties retain the legal right to inspect the papers of the other party to ensure that the party is complying with the above-mentioned warranty under this Agreement.

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[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

"City"
CITY OF GOODYEAR, an
Arizona municipal corporation

By: _____
Wynette Reed, City Manager

Date: _____

"District"
AGUA FRIA UNION HIGH
SCHOOL DISTRICT NO. 216, an
Arizona School District

By: _____
Mark Yslas, Superintendent

ATTEST:

_____
Jasmine Pernicano, City Clerk

In accordance with A.R.S. § 11-952 (D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws State of Arizona.

_____
Jeffrey Stratman, Esq, Attorney for the District

_____
Roric Massey, Attorney for the City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF GOODYEAR
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Goodyear Police Department SRO Program]

ITEM #: 7.
DATE: 08/25/2025
AI #:2802

CITY COUNCIL ACTION REPORT

SUBJECT: **APPROVAL OF INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY FOR HOMELESS OUTREACH SERVICES FY2026**

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

SUMMARY

The city of Goodyear Police Department has partnered with Phoenix Rescue Mission for over five years to offer outreach and support services to individuals experiencing homelessness. As the need for services has increased, the department is recommending enhanced support through a partnership with Maricopa County's Hand in Hand Street Outreach program.

Hand in Hand, which collaborates with Phoenix Rescue Mission, receives supplementary funding from grants and other sources to expand services across the valley. This Intergovernmental Agreement (IGA) establishes a partnership between Goodyear and Maricopa County to provide targeted outreach through Hand in Hand, including case management, connection to shelter and housing services, transportation, and administration of flex funds for individuals in crisis.

The city will contribute $20,000 from the FY2026 general fund budget toward this program. The agreement term is from July 1, 2025, through June 30, 2026.

STRATEGIC PLAN ALIGNMENT

SAFE & VIBRANT COMMUNITY

RECOMMENDATION

Approve the IGA with Maricopa County, and providing authorization and direction to take actions and execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

FISCAL IMPACT

The fiscal impact is $20,000, which has been included in the city of Goodyear's FY2026 General Fund budget under Police Department outreach services.

BACKGROUND AND PREVIOUS ACTIONS

The Goodyear Police Department has partnered with Phoenix Rescue Mission for more than five years to provide outreach and support services to unsheltered individuals within the city. These efforts have been managed through the department's Community Action Team (CAT) to help connect individuals experiencing homelessness with resources and shelter.

In response to a rising number of service needs, the department initiated discussions in FY2025 to expand support services.

This partnership model has been successfully implemented in other jurisdictions and now provides Goodyear an opportunity to expand support efforts without bearing the full financial burden.

STAFF ANALYSIS

This agreement enhances the city's existing efforts by expanding support services through Hand in Hand Street Outreach. Outreach teams will operate seven days a week and provide a variety of services. Key examples are: engagement with unsheltered individuals, case management, housing navigation, and transportation assistance.

As a result, staff recommends entering into an IGA with Maricopa County Human Services Department to access services through their partner organization, Hand in Hand Street Outreach, which works in collaboration with Phoenix Rescue Mission and other valley cities and is partially supported by grants and other non-city funds, which allows for broader service delivery.

The city's $20,000 contribution supports this effort and enables Goodyear's Community Action Team to work more effectively with regional partners. The arrangement provides both direct service expansion and strategic collaboration, aligning with the city's priorities for safety, quality of life, and community well-being. A copy of the IGA is included as attachment A.

Attachments

Attachment A - Goodyear IGA HiH FY26

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF GOODYEAR

Agreement Amount: $20,000
Agreement Start Date: July 1, 2025
Agreement Termination Date: June 30, 2026
Agreement Number:_____
UEI Number: KRJRNL8WVGH3

1.0 PARTIES

This financial Intergovernmental Agreement ("Agreement") is between the City of Goodyear (City) and Maricopa County (County) administered by its Human Services Department. The County and the City collectively are referred to as the "Parties" and individually as the "Party."

2.0 PURPOSE

2.1 The purpose of this Agreement is to establish a collaboration between the Parties focused on a strategy to reduce homelessness with an added focus in wash and canal areas (e.g. Agua Fria, Skunk Creek, and New River).The Cities including, but not limited to, Goodyear, Peoria, Surprise, Sun City, Sun City West, Waddell, Wittmann, Town of Youngtown and City of El Mirage (Subregional Partners) are committed to provide outreach teams with needed resources to assist individuals who are unsheltered to transition into permanent housing.

2.2 Subregional Partners are working to address the needs of individuals that are utilizing the wash and canal areas as campsites for temporary shelter. The Subregional Partners will ensure outreach teams are developed to assist individuals with services to transition into permanent housing.

2.3 Outreach will include a versatile combination of coordination of case management, mental health service connections and substance use support. Through a sustained targeted effort, this partnership endeavors to reduce local street homelessness in the areas as measured by the Point in Time count.

3.0 TERM OF AGREEMENT

3.1 The initial term of this Agreement is listed on Page One of this Agreement.

3.2 This Agreement shall be effective upon approval and signature by both Parties.

3.3 Extensions must be in writing and approved and signed by both Parties. The City must provide notice of intent to renew the Agreement 60 calendar days prior to the end of the original or extended Agreement term, as applicable.

4.0 AMENDMENTS

Any changes to this Agreement shall be by written Amendment signed by both Parties.

5.0 FUNDING

The City shall provide the County with the funding amount defined in Attachment A, Budget, for the Agreement term. The Budget has been developed between the Parties and is incorporated into this Agreement.

6.0 AVAILABILITY OF FUNDS

6.1 Should funding for program activities be reduced for any reason and services are not funded, then the City may either accept a decrease in services offered by the County or terminate this Agreement.

6.2 If the City is unable to provide funding to support the Program, then the County has the right to either change the availability of or withdraw the services (or both).

7.0 PAYMENTS

Subject to ongoing review and possible modifications during the term or terms of this Agreement, the City shall pay the County based on the County submitting a monthly invoice. County shall submit invoices and back up documentation for activities outlined in Section 8.0. The City shall prepare and issue payment within 30 calendar days of receipt of the invoice, except for the last month of each fiscal year for which the City shall submit payment by July 5th. Payments shall be submitted to the Department's Finance Division at the address 234 North Central Avenue, Phoenix, Arizona 85004.

8.0 RESPONSIBILITIES OF ORGANIZATIONS

8.1 <u>The County shall</u>:

8.1.1 Assign outreach staff, either County staff or contracted agency staff to:

8.1.1.1 Provide outreach 7 days a week, a minimum of 8 hours a day.

8.1.1.2 Collaborate with homelessness service agencies and other local partners to coordinate services for clients.

8.1.1.3 Complete information in HMIS (Homeless Management Information System).Ensure demographic data is entered on all persons contacted, and all activities assisted with under this Program in accordance with the local HMIS standards on data collection. Outreach staff must also enter latitude and longitude to log location where individuals were contacted.

8.1.1.4 Utilize the Continuum of Care (COC) Community Adopted Best practices as a guide for core competencies and service delivery.

8.1.1.5 Ensure activities are designed to meet the immediate needs of people experiencing homelessness in unsheltered locations by connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Component services generally consist of:

8.1.1.5.1 Engagement

8.1.1.5.1.1 Activities to locate, identify and build relationships with individuals or families living in unsheltered settings for the purpose of providing

immediate support, intervention, and connections with homeless assistance programs or mainstream social services and housing programs.

8.1.1.5.1.2 These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs.

8.1.1.5.2 Case management

8.1.1.5.2.1 Assessing housing and service needs, and arranging, coordinating, and monitoring the delivery of individualized services.

8.1.1.5.2.2 Eligible services and activities are as follows: using coordinated entry; conducting the initial evaluation, including verifying and documenting eligibility; counseling; developing, securing, and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

8.1.1.5.2.3 These services may be provided to clients staying in shelter via hotel or other shelter service provider within the designated service area.

8.1.1.5.3 Transportation

8.1.1.5.3.1 The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible.

8.1.1.5.4 Administration of flex funds

8.1.1.5.4.1 Flexible spending account funds must be for the purpose of clients obtaining or retaining housing and/or eliminate barriers in obtaining or retaining housing. Priority given to clients currently sleeping outdoors and not in shelter.

8.1.1.5.4.2 Flex funds can be administered with up to $5,000 per household per year.

8.1.1.5.4.3 Expenditures can include any of the following items (any items not on this list must receive prior approval from Maricopa County before purchase):

8.1.1.5.4.3.1 Hotel stays

8.1.1.5.4.3.2 Diversion to another sheltered location (bus ticket to family, friend in another jurisdiction or state)

8.1.1.5.4.3.3 Legal fees for prior legal judgements or expunging legal judgements

8.1.1.5.4.3.4 Vehicle repairs or vehicle payments to prevent loss of employment

8.1.1.5.4.3.5 Housing search and placement

8.1.1.5.4.3.6 Rental application fees (when charged by the owner to all applicants)

8.1.1.5.4.3.7 Security deposits (no more than two month's rent)

8.1.1.5.4.3.8 Rent for the last month of a lease agreement

8.1.1.5.4.3.9 Utility deposits (when required by utility company for all customers)

8.1.1.5.4.3.10 Moving and storage costs for up to three months

8.1.1.5.4.3.11 Costs associated with pet rent, pet fees and/or pet related costs that are a barrier to housing or shelter services

8.1.1.5.4.3.12 Service Eligibility

8.1.1.5.4.3.13 Other housing related costs that are a great burden or barrier to remaining sheltered (household furniture like a mattress, cookware); these must be approved in writing by Maricopa County Homeless Initiatives staff

8.1.1.5.4.3.14 Other items must be approved in writing by Maricopa County

8.1.2 Assign County Coordinator to be the primary liaison with City officials, local designees, and the street outreach team to effectively execute the Program. The Coordinator will:

8.1.2.1 Work with local designees to coordinate services with local emergency services, parks and recreation, libraries, and other departments as outlined by the City.

8.1.2.2 Act as a point of contact for the County to respond to escalated issues.

8.1.2.3 Coordinate regular case conferencing meetings to improve service delivery of clients experiencing homelessness.

8.1.3 Provide the City with reports on a monthly basis on the 30th of the month for the previous month of activities containing the following data metrics:

8.1.3.1 Summary of services provided:
8.1.3.1.1 Outreach
8.1.3.1.1.1 Total number of unduplicated contacts
8.1.3.1.1.2 Total number of unduplicated clients engaged in the program
8.1.3.1.1.3 Total number of positive exits
8.1.3.1.1.4 Total number of clients that obtain receipt of outside benefits
8.1.3.1.1.5 Total number of referrals received
8.1.3.1.1.6 Response time: same day, 1 day and 2 or more days
8.1.3.1.2 Flex funds
8.1.3.1.2.1 Total number of applications received.
8.1.3.1.2.2 Total number of applications processed.
8.1.3.1.2.3 Total number of clients that obtained housing.

8.1.4 Collaborate with the City to establish a standard response time for outreach referrals to be reported monthly.

8.2 <u>The City shall:</u>

8.2.1 Work collaboratively with the County and other Subregional Partners in implementing the effort primarily through:
8.2.1.1 Regular meetings to create strategic plans and to review progress.
8.2.1.2 Facilitate Connection to key City departments and points of contact to further the goal of the effort.
8.2.1.3 Identification of a primary point of contact to represent the City in strategic plans, progress, and escalated issues.
8.2.1.4 Review data and findings to identify opportunities, where possible, for sustainability of services beyond the term of this contract.

8.2.2 Reimburse the County for eligible expenses made against the Budget specified in Attachment A.

9.0 TERMINATION

9.1 Under A.R.S. §38-511, either Party may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the other Party is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other Party of the Agreement with respect to the subject matter of the Agreement. Additionally, under A.R.S § 38-511, a Party may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Party from any other Party to this Agreement arising as the result of this Agreement.

9.2 Either Party may terminate this Agreement at any time by giving the other Party at least thirty (30) calendar days prior notice in writing (unless terminated by the City under the Availability of Funds provision). The notice shall be given by either mail or via email to the persons listed in Section 10 (Notices) of this Agreement.

9.3 This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.

9.4 The City has the right to terminate this Agreement upon twenty-four (24) hour notice when the City determines that the health or welfare of the service recipients are endangered, or the County's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement shall terminate upon the expiration of the term stated on Page One of this Agreement or expiration of any extended term described in Section 3.0

9.5 The County understands that the continuation of this Agreement is subject to the budget of the City providing for the contract item as an expenditure. The City cannot assure that the budget item for funding this Agreement will be approved in the future. In such event, the City may terminate this Agreement.

10.0 NOTICES

Notifications and communications concerning this Agreement shall be directed to the following:

County:
Name: KateLynn Dean
Title: Homeless Initiatives Program Manager
Maricopa County Human Services Department
234 N Central Avenue, Suite 3000
Phoenix, AZ 85004
Telephone: 602-657-0361
Email: katelynn.dean@maricopa.gov

City of Goodyear:
Name: Jennifer Calovini
Title: Administrative Services Manager
Address: 1900 N Civic Square, Goodyear, AZ 85395
Telephone: 623-882-7805
Email: jcalovini@goodyearaz.gov

11.0 EMPLOYMENT DISCLAIMER

11.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

11.2 The City agrees that no individual performing under this Agreement on behalf of City may be considered a County agent, employee, or representative and that no rights of County civil service, County retirement, or County personnel rules shall accrue or apply to any such individual. The City shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals shall indemnify, defend, and hold harmless the County with respect to the foregoing.

11.3 The County agrees that no individual performing under this Agreement on behalf of County may be considered a City agent, employee, or representative and that no rights of City civil service, City retirement, or City personnel rules shall accrue or apply to any such individual. The County shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and the

County shall indemnify, defend, and hold harmless the City with respect to the foregoing.

12.0 SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by either Party of any information concerning an applicant for, or recipient of, service under this Agreement is directly limited to the conduct of this Agreement. The County and any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, and committees, and commissions shall safeguard the confidentiality of this information, just as they would safeguard their own confidential information.

13.0 RECIPROCAL INDEMNIFICATION

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party and its officers, officials, employees, and agents (collectively, "Indemnitees") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert fees and other litigation costs) (collectively referred to as "Claims") either arising from or related to breach of this Agreement, property damage, or bodily injury (including death) of any person, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor or any of its officers, officials, agents, representatives, directors, employees, volunteers, departments, agencies, boards, committees, and commissions. The obligations under this Section 13.0 shall survive termination of this Agreement.

14.0 LIMITATION ON LIABILITY

The Parties hereby mutually agree that each Party and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the other Party or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions occurring in the performance of this , nor shall the Parties and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the other Party or any and all of its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions in connection with this Agreement, except as otherwise provided by law.

15.0 INSURANCE

Each Party is a Public entity and shall provide the other Party with a Certificate of Self-Insurance equal to the types and amounts specified below:

General Aggregate	$2,000,000
Each Occurrence Limit	$1,000,000

16.0 EQUAL EMPLOYMENT OPPORTUNITY

16.1 The Parties shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, sexual identity, gender identity, or national origin.

16.2 The Parties shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex sexual identity, gender identity, or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination,

rates of pay or other forms of compensation, and selection for training, including apprenticeship.

16.3 The Parties will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that it is an Equal Opportunity or Affirmative Action employer.

16.4 The Parties shall post on public display for all employees that it is an Equal Opportunity or Affirmative Action employer.

16.5 The Parties shall and shall cause their respective contractors and subcontractors to comply with:

16.5.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);

16.5.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*).

16.5.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);

16.5.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and

16.5.5 Arizona Executive Order 2009-09, as amended, *et seq*. which mandates that all persons shall have equal access to employment opportunities.

16.6 The Parties shall include the above listed provisions in every subcontract or purchase order, specifically or by reference. The inclusion of these provisions is binding and a requirement of this Agreement.

17.0 IMMIGRATION LAWS AND REGULATIONS

17.1 **Federal Immigration and Nationality Act**

17.1.1 The City understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 ("IRCA"). The City agrees to comply with the IRCA in performing under this Agreement and to permit the other Party to reasonably inspect personnel records to verify such compliance, to the extent required by law.

17.1.2 By entering into this Agreement, the City warrant compliance with the Federal Immigration and Nationality Act ("FINA") and all other federal immigration laws and regulations related to the immigration status of its employees. The City shall obtain statements from their subcontractors certifying compliance and shall furnish the statements to the County upon request. These warranties shall remain in effect through the term of the Agreement. The City and their subcontractors shall also maintain Employment Eligibility Verification forms ("I-9") as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

17.1.3 The County may request verification of compliance for any employee, contractor or subcontractor performing work under the Agreement. Should the County suspect or find that the City or any of its contractors or subcontractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Agreement for default, and suspension or debarment (or both) of the City. All costs necessary to verify compliance are the responsibility of the City or its contractors or subcontractors.

17.2 **Arizona Law**: The Parties warrant that they are in compliance with A.R.S. § 41-4401 (E-Verify requirements) and further acknowledge that:

17.2.1 The Parties and their respective Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

17.2.2 A breach of a warranty under Subparagraph 17.2.1 shall be deemed a material breach of this Agreement and either Party may immediately terminate this Agreement without liability; and

17.2.3 The Parties and any respective contracting government entity retain the legal right to inspect the papers and employment records of the other Party or its Vendor's or Subcontractor's employees who work on this Agreement to ensure that the other Party or Subcontractor or Vendor is complying with the warranty provided under Subparagraph 17.2.1 and that the Parties mutually agrees to make all papers and employment records of those employees available during normal working hours in order to facilitate such an inspection.

18.0 RIGHTS/OBLIGATIONS OF PARTIES ONLY

The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing in this Agreement shall create any rights or duties in favor of any potential third-party beneficiary or other person, agency, or organization. Nothing in this Agreement shall affect the legal liabilities of either Party by imposing any standard of care different from the standard of care imposed by law.

19.0 ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties. There are no representations or other provisions besides those contained in either this Agreement or in any written amendments approved and signed by both Parties.

20.0 PROVISIONS REQUIRED BY LAW

Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

21.0 FORCE MAJEURE

21.1 Neither Party shall be liable for failure of performance, nor incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the Parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane, or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, pandemic, and interruption or failure of electricity or telecommunication service.

21.2 Each Party, as applicable, shall give the other Party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

21.3 The Party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, all non-excused obligations were substantially fulfilled, and the other Party was timely notified of the likelihood or actual occurrence that would justify such an assertion, so that other prudent precautions could be contemplated.

22.0 SYSTEM FOR AWARD MANAGEMENT

The City shall have a valid Unique Entity Identifier (UEI) number and an active profile in the federal System for Award Management, or SAM.gov. Documentation of the UEI Number must be included in all project files. The City must remain current with their registration throughout the term of the Agreement per 2 C.F.R. § 25.300; Appendix A to 2 C.F.R. § 25.

23.0 ADMINISTRATIVE CHANGE ORDERS

23.1 The Chairman of the Board of Supervisors is authorized, upon the recommendation of the Human Services Department Director and Legal Counsel, to review and execute administrative changes to the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders will be effective upon execution by both the Parties. Administrative Change Orders shall address any of the following changes:

23.1.1 Modifications to the project timeline if the last day of the project timeline is within the Agreement term;

23.1.2 Modifications to Budget line items if the Agreement amount remains unchanged;

23.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies; and/or

23.1.4 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by federal, state, and local regulations, policies, or requirements.

24.0 EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

24.1 The Parties agrees that this Agreement and their employees working on this Agreement will be subject to the whistleblower rights and remedies in the federal pilot program established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Section 3.908 of the Federal Acquisition Regulation;

24.2 The City shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the City and copies provided to County upon request; and

24.3 The Parties shall insert the substance of this clause, including this Paragraph 28.0, in all subcontracts over the agreed upon simplified acquisition threshold ($250,000 as of June 2021).

25.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Agreement, the Parties agree to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—UNIFORM ADMINISTRATIVE

REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. §§ 200, *et seq*, and OMB Circulars.

26.0 RETENTION OF RECORDS

26.1 This provision applies to all financial and programmatic records, supporting document, statistical records, and other records of the City that are related to this Agreement.

26.2 The City shall retain all records relevant to this Agreement for six (6) years after project closeout or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the County, federal and state auditors and any other persons duly authorized shall have full access to, and the right to examine, copy, and make use of any and all of the records. Any such access shall be coordinated with the City, which shall include, without limitation, restricting audits to the normal business hours of the City and being accompanied with City staff while on site.

27.0 ADEQUACY OF RECORDS

If the City's books, records and other documents related to this Agreement are not reasonably sufficient to support and document that allowable services were provided to eligible participants as determined by a court of competent jurisdiction, then the City shall reimburse the County for the services not supported and/or documented.

28.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

28.1 The undersigned, by signing this Agreement, represents that he/she has the authority to bind the City to the terms of this Certification. The City, as the primary participant in accordance with 2 C.F.R. Part 180, certifies to the best of its knowledge and belief that it and its principals:

28.1.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

28.1.2 Have not within a 3-year period preceding the Start Date of this Agreement, been convicted of or had a civil judgment rendered against them for: (1) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or a contract under a public transaction; (2) the violation of any federal or State antitrust statutes; or (3) the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property

28.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 28.1.2 above; and

28.1.4 Have not, within a three-year period preceding the Start Date of this this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

The City agrees to include, without modification, this clause in all lower tier covered transactions (i.e., transactions with Subcontractors) and in all solicitations for lower tier covered transactions related to this Agreement.

29.0 STRICT COMPLIANCE

One Party's acceptance of the other Party's performance that is not in strict compliance with the terms of this Agreement, shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.

30.0 DISPUTES

30.1 Except as otherwise provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, but which shall not exceed ninety (90) calendar days. Disputes which are not resolved in that time period shall be submitted in accordance with the following formal dispute resolution process.

30.2 Notice of the specific grounds of a formal dispute shall be in writing and filed with the County Representative listed in the Notices paragraph within ten (10) business days from the expiration of the informal dispute resolution process described above in 30.1.

30.3 The County Representative shall respond in writing to the City within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the City is served with the decision, the City files a written notice of appeal with the Human Services Department Director.

30.4 The Department Director shall provide the City with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final.

30.5 In the event the City disagrees with the Director's decision, the City shall have every existing and future right or remedy available by law or in equity to resolve the dispute. If the Parties fail to come to a resolution through the dispute process set forth in this Section 30.0, either Party may pursue formal litigation.

31.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds $100,000, the Parties agree to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

32.0 LOBBYING

32.1 No federal appropriated funds have been paid or will be paid by or on behalf of the Parties to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

32.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the Party shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

33.0 RELIGIOUS ACTIVITIES

The Parties warrant that none of their costs and none of the costs incurred by them or any of their contractors or subcontractors will include any expense related to any religious activities.

34.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

35.0 COVENANT AGAINST CONTINGENT FEES

The City warrants that no persons or entities have been employed or retained by it to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

36.0 RECOGNITION OF COUNTY SUPPORT

The City shall give recognition to the County and the funding source for its support when the City publishes materials or releases public information that is paid for in whole or in part with funds received by the City under this Agreement.

37.0 ASSIGNMENT AND SUBCONTRACTING

No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the other Party.

38.0 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services, or services that are incidental to the performance of the Agreement. This provision applies to all work performed by Cities or Subcontractors at all tiers.

39.0 ADMINISTRATIVE REQUIREMENTS

39.1 Accounting Standards – The City agrees to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The City further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).

39.2 Documentation and Record Keeping - The City agrees to comply with this Agreement and the following record keeping requirements:

39.2.1 Records to be maintained – The City shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;

39.2.2 Property Records - The City shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall continue to

meet eligibility criteria and shall conform to the use of property and equipment.

40.0 WRITTEN CERTIFICATION PURSUANT TO A.R.S. § 35-393.01

If the City engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, then the City certifies it is not currently engaging in and agrees for the duration of this Agreement not to engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

41.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

41.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.

41.2 This Agreement may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the other Party's ability to perform any of its obligations under this Agreement.

41.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, had not been reimbursed), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:

41.3.1 Non-performance of any obligations required by this Agreement.

41.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.

41.3.3 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 et seq.

41.3.4 Noncompliance with recordkeeping, record retention, or reporting requirements.

41.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Parties, without intent to limit or with restrictions, be subject to the following:

41.4.1 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against any Party at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under this Agreement.

41.4.2 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

41.5 Each Party shall, upon notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, and any and/or all of its agents, representatives, officers, officials, directors, employees, volunteers, successors, assigns, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

42.0 SINGLE AUDIT ACT REQUIREMENTS

The City is in receipt of federal funds through the County and is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. § 7501, *et seq*.). The City shall comply with 2 C.F.R. § 200, Subpart F. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted to the County within the twelve (12) months following the close of the fiscal year. The City shall take corrective action within six (6) months of the date of receipt of audit findings. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by the County that the City is not in compliance with the audit requirements.

43.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

44.0 SEVERABILITY

The Parties agree that should any part of this Agreement be held invalid or void, the remainder of this Agreement shall remain in full force and effect and shall be binding on the Parties.

45.0 CHOICE OF LAW: VENUE

This Agreement shall be construed in accordance with and governed by the laws of the State of Arizona. The proper venue for any proceedings relating to this Agreement shall be Maricopa County, Arizona.

46.0 AUTHORIZATION

Each Party warrants to the other Party that the appropriate governing body of the Party has authorized approval and signature of this Agreement.

47.0 UYGHUR FORCED LABOR PREVENTION ACT (UFLPA)

47.1 The Parties mutually warrant and certify that they do not currently, and agree for the duration of this Agreement that they will not use:

47.1.1 The forced labor of ethnic Uyghurs in the People's Republic of China.

47.1.2 Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

47.1.3 Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

[*Signatures are contained on the following page*]

IN WITNESS, the Parties have approved and signed this Agreement:

FOR THE CITY OF GOODYEAR:		FOR MARICOPA COUNTY:	
Joe Pizzillo, Mayor	Date	Thomas Galvin, Chairman Board of Supervisors	Date
Attested to:		Attested to:	
Jasmine Pernicano, City Clerk	Date	Juanita Garza, Clerk of the Board	Date
IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF GOODYEAR UNDER THE LAWS OF THE STATE OF ARIZONA.		IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.	
Approved as to form:		Approved as to form:	
City Attorney	Date	Deputy County Attorney	Date

ATTACHMENT A: BUDGET

Fiscal Year 2026

HAND IN HAND- GOODYEAR - ANNUAL BUDGET				
NUMBER OF POSTIONS	**POSITION TITLE**	**SALARY PER POSITION**	**TOTAL SERVICE COST**	**CITY OF GOODYEAR COST**
5	Street Outreach Case Managers	$59,690.20	$298,451.00	$20,000

ITEM #: 8.
DATE: 08/25/2025
AI #:2728

CITY COUNCIL ACTION REPORT

SUBJECT: **LEASE AGREEMENT EXTENSION FOR OPERATION OF BMX TRACK AND CONCESSIONS**

STAFF PRESENTER(S): Colton Blyle, Real Estate Specialist; David Seid, Interim Parks & Recreation Director

SUMMARY

The City of Goodyear (City) currently leases a portion of the Public Works Campus to AZ Pro Trac, which operates a BMX track and concessions. This current lease agreement (Agreement) expires on December 31, 2025. City staff recommends the current Agreement be extended for an additional one-year term.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Second Amendment of the Agreement for the operation of the BMX Track and Concessions, and provide authorization and direction to the City Manager or designee to take actions and execute the necessary documents to carry out the intent of the Agreement. (Colton Blyle, Real Estate Specialist; David Seid, Interim Parks & Recreation Director)

FISCAL IMPACT

The extension of the Agreement for the operation of the BMX Track and Concessions temporarily relieves the City of its responsibility to perform noxious weed and dust control on the vacant, unimproved portion of the leased property. Furthermore, the BMX Track and Concessions operations provide an economic benefit to the City through the generation of tax revenue.

BACKGROUND AND PREVIOUS ACTIONS

This site has been leased for its use as a BMX track since May 24, 2004. It provides Goodyear residents with a recreational amenity not otherwise available within the City. The current lessee has operated the site since December 2011 and their current lease is scheduled to expire on December 31, 2025, unless this Agreement extension is executed. In lieu of the rent paid to the City, the lessee provides City residents with a ten percent discount on all fees and charges.

It is the Lessee and the Parks & Recreation Department's desire to amend the Agreement to extend the expiration of the lease term to December 31, 2026, and to permit riders aged three to seven years old to operate electric stability cycles on the BMX Track to make the BMX Track more accessible for children.

All other terms and conditions of the Agreement shall remain the same and shall remain in full force and effect, including the City's 30-day right to terminate.

STAFF ANALYSIS

The leased area is not currently needed for City operational needs. Until such time as the leased area is needed for operational needs, City staff support the leasing of the area. If the leased property was not in use, the City would otherwise be financially responsible for maintaining the area.

Accordingly, the staff is recommending that the Council approve and execute the Second Amendment of the Agreement for the operation of the BMX Track and Concessions, included as Attachment A.

Attachments

Attachment A - Second Amendment to BMX Lease Agreement

SECOND AMENDMENT TO LEASE AGREEMENT FOR OPERATION OF BMX TRACK AND CONCESSIONS (FIRST EXTENSION)

CON-23-0220-A2

This SECOND AMENDMENT TO LEASE AGREEMENT FOR OPERATION OF BMX TRACK AND CONCESSIONS (FIRST EXTENSION), City of Goodyear Contract Number 23-0220-A2 ("First Extension"), is entered into by and between AZ Pro Trac, an Arizona non-profit corporation ("Lessee") and the City of Goodyear, an Arizona municipal corporation ("City" Or "Lessor") The City and Lessee are sometimes collectively referred to herein as the "Parties" or individually as a "Party."

RECITALS:

The City owns certain real property generally located south of MC 85 and west of Estrella Parkway.

The City has leased a portion of its property that is not needed for the City's operational needs to Lessee for use as a non-motorized BMX track since May 24, 2004, as it provides Goodyear residents with a recreational amenity not otherwise available within the City.

Pursuant to that certain document titled Lease Agreement for the Operation of a BMX Track and Concessions, dated August 29, 2022 identified as CON-23-0220 (the "Original Lease"), and as amended by that certain amendment dated January 24, 2023 identified as CON-23-0220-AI (the "First Amendment"), pursuant to the Original Lease and the First Amendment (collectively the "Agreement") Lessee is leasing the portion of the City Property more particularly described in the Exhibit A - Property Description, attached to the Original Lease (the "Property").

The Agreement commenced on January 1, 2023, and per the terms of the Agreement will automatically expire December 31, 2025, unless an amendment renewing the Agreement has been executed by the City Manager or his/her designee prior to the expiration date.

The Agreement allows the City, in its sole and absolute discretion to renew the Agreement on an annual basis for up to two (2) additional one (1) year terms.

The Lessee has asked that the Agreement be amended to renew the Agreement for one year, through December 31, 2026, and to allow the use of certain motorized BMX bikes on the track.

There are no current plans by any of the City departments to develop or otherwise use the Property before December 31, 2026.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. All capitalized terms used but not defined in this First Extension shall have the meanings ascribed to such terms in the Agreement.

2. This First Extension shall take effect upon the date the First Extension is fully executed by the City and Lessee.

3. The Agreement is hereby renewed for one year. The renewal shall commence on January 1, 2026, and shall expire on December 31, 2026, unless it is otherwise renewed, cancelled, or terminated as provided in the Agreement or by law.

4. Section 3 of the Original Lease is hereby amended to read as follows:

   Lease of the Property. Subject to Lessee's compliance with the terms and conditions set forth in the Agreement as amended by this First Extension, the City agrees to lease the Property solely for the purpose of operating a BMX Track open to the public. Lessee agrees it is taking the Property "as is" without any express or implied warranties on the Part of the City and the City makes no guarantees as to the condition of the Property and the surrounding area.

5. Paragraph 6 of the Original Lease is amended as follows:

   5.1 Subparagraph a is hereby amended to read:

   Lessee shall operate and manage the Property as a BMX Track open to the public, which operations include holding events, competitions, practices and other operations customary for a BMX Track, which includes the operation of concession stand or snack bar and a pro shop when the facility is open. All operations on the Property shall be on behalf of USA BMX, the American Bicycle Association.

   5.2 Subparagraph q is hereby added as follows:

   q. Subject to the terms and conditions set forth herein, the use of electric stability cycles designed for riders aged 3 to 7 years old shall be permitted to operate on the BMX Track as allowed in the official rules of USA BMX/BMX Canada as they may be amended from time to time. Subject to the terms and conditions set forth herein, the use of BMX bikes that have been modified to include an electric motor and battery ("E-BMX Bikes") shall be permitted to operate on the BMX Track if, and only to the extent, allowed in the official rules of USA BMX as they may be amended from time to time. Except as expressly provided herein, no-motorized bicycles shall be permitted to operate on the Property. Prior to the use of electric stability cycles and E-BMX Bikes on the BMX track, Lessee shall provide the City's Risk Manager with Certificates of Insurance and formal endorsements as evidence that policies providing the insurance coverages Lessee is required to maintain during the Term of the Agreement and any renewal or extension thereof, includes coverage for all claims arising from the use of electric stability cycles and E-BMX Bikes.

6. Except as expressly provided herein, all other terms and conditions of the Agreement shall remain the same and shall remain in full force and effect, including the 30-day termination rights stated in Paragraph 23 of the Original Lease.

IN WITNESS WHEREOF, the parties have executed this First Extension this _____ day of _____, 2025.

Signatures and Acknowledgements on Following Pages

LESSEE:

AZ Pro Trac,
an Arizona non-profit corporation

By: _____

Paul Moore
Its: Track Operator

State of _____)
)ss.
County of _____)

The foregoing instrument (Second Amendment to Lease Agreement for Operation of BMX Track and Concessions (First Extension)) was acknowledged before me this ____ day of _____, 2025 by Paul Moore, the Track Operator of AZ Pro Trac, an Arizona non-profit corporation and, being duly authorized to do so has executed this document on behalf of said non-profit corporation.

_____

Notary Public

LESSOR:

City of Goodyear,
an Arizona municipal corporation

By: _____ Dated: _____

Wynette Reed
Its: City Manager

ATTEST:

By: _____

Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

By: _____

Roric Massey, City Attorney

ITEM #: 9.
DATE: 08/25/2025
AI #:2815

CITY COUNCIL ACTION REPORT

SUBJECT: SECOND AMENDMENT TO THE COMPREHENSIVE SIGN PACKAGE (CSP) FOR GOODYEAR MUNICIPAL COMPLEX

STAFF PRESENTER(S): Jimmy Carreon, Assistant Planner

SUMMARY

A request to amend the Goodyear Municipal Complex Comprehensive Sign Package (CSP) (Attachment A), located on the southeast corner of Van Buren Street and 145th Avenue. An aerial photo of the location is included as Attachment B.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Goodyear Municipal Complex CSP Amendment 2 dated July 2025, subject to stipulations. (Jimmy Carreon, Assistant Planner)

STIPULATIONS

1. All signs shall be in conformance with the Goodyear Municipal Complex CSP dated July 2025; and
2. Off-site signage is prohibited; and
3. No signage shall be placed within city rights-of-way.

FISCAL IMPACT

There is no direct fiscal impact associated with the approval of the Goodyear Municipal Complex CSP Amendment 2.

BACKGROUND AND PREVIOUS ACTIONS

On August 13, 2025, the request to amend the Goodyear Municipal Complex CSP was on the Planning and Zoning (P&Z) Commission agenda, and the P&Z Commission voted 6-0 to recommend approval.

Additional details regarding the previous actions are provided in the P&Z Commission Staff Report (Attachment C).

STAFF ANALYSIS

Staff recommends that the City Council approve the Goodyear Municipal Complex CSP amendment, consistent with the P&Z Commission's approval recommendation.

Attachments

Attachment A - Comprehensive Sign Package

Attachment B - Aerial Exhibit

Attachment C - Planning and Zoning Commission Staff Report

Staff Presentation

GOODYEAR MUNICIPAL COMPLEX

Comprehensive Sign Package – Amendment 2

14455 W. Van Buren Street
Goodyear, Arizona 85338

Amendment 1 - January 2022
Amendment 2 - July 2025

Contents

Introduction....2
Freestanding Signage....3
Building Mounted Signage....3
Freestanding Sign Matrix....4
Building Mounted Sign Matrix....4
Exhibits....5-20

Introduction

The Goodyear Municipal Complex is located on the southeast corner of Van Buren Street and 145th Avenue in the City of Goodyear. The Complex houses the Library, Parks and Recreation Department, Development Services, Police and Fire Administration, Telecommunications, Council Chambers, the Justice Center, and Franklin Pierce University.

The application of signage at the Goodyear Municipal Complex is intended to serve in providing identification and way finding to patrons visiting the complex.

Monument signs along Van Buren Street are intended to identify the complex and offer the street address for patrons seeking the complex. These are to be illuminated and will employ the City of Goodyear gold and brown color scheme of the City logo.

Monuments at the entry drives along 145th Avenue detail the names of City Departments that occupy the complex. The color scheme remains consistent with the logo. The street address number will also be prominent on this sign type.

Directional signs are to be placed within the landscape planters of the complex. These signs will list the City Departments in addition to offering a directional arrow to aid patrons in determining where to head to locate the main entry to the building with the department that they are visiting. The color scheme here also tracks to that of the City logo.

At the main entry to each building, a smaller scale sign is to be placed to delineate the department in the facility and create a sense of arrival for the patron. The gold and brown color scheme are also employed on this sign. Additional detail information is applied to the facility entry by means of vinyl applique. This information offers additional detail concerning the departments in the facility, general office hours and the like. The vinyl lettering applied to the glass is to be white as a contrast to the reflective film on the glass.

The final signage component is the building mounted, illuminated lettering placed high on the wall at the corner of the building which details the department in the building. The lettering scheme retains the color scheme of the City logo and the illumination is accomplished by LED fixtures which create a halo effect for the occupant name. The scheme is to be accomplished in a reverse pan channel style and includes a single raceway for mounting and electrical wiring associated with the signage. The lettering is mounted to the raceway so as to minimize the number of penetrations into the brick façade. Alpha identifiers are also placed high on the wall of the building to assist emergency personnel in locating each building.

The concept is that the larger signs allow for ease of identification of the complex and the buildings by patrons approaching the complex. As patrons move into the complex, the signs lessen in scale and help direct patrons to the departments they are seeking within the complex. As you move closer to the entries, the signage decreases to a pedestrian scale and increases the detailed information to assure the patron they are in the correct location.

Freestanding Signage

Entry Project Monument Signage (Sign Type 1 – Exhibit 1)
There are a total of two entry monuments, one on the corner of Van Buren Street and 144th Avenue and one at the entrance between Buildings A and C. These monuments display the City logo and identify the center.

Directory Signage (Sign Type 4a – Exhibit 2)
Located at the north and south drive entries off 145th Ave. These are not illuminated but do list the occupant departments and no arrows are used. The street address is noted on these signs.

Directional Signage (Sign Type 4b – Exhibit 3)
Located at four locations around the site. Each of these locations has arrows directing patrons to the building named on the line.

1: East driveway off Van Buren near Library (Bldg. C)
2: Center driveway off Van Buren near FPA (Bldg. A)
3: SW driveway off 145th Ave, south of Justice Center (Bldg. B)
4: NW side of roundabout, between Bldg. D and E.

Freestanding Building Identification Signage (Sign Type 4c – Exhibit 4)
Seven of these additional signs to aid with pedestrian and vehicular traffic, identifying the different departments at eye-level. The sign type 4c is the steel flag sign at the building entries. Two additional units were added after the project was completed. The Parks and Recreation Administration and the Community Room signs at Bldg. C were added and the Library sign of this type was removed as patrons exiting the building were occasionally running into the sign.

Building Mounted Signage

Department Signage (Sign A – Exhibits 5a-d)
Signage incorporating raceways as part of the design, placed to identify each building and department.

Tenant Signage

As there is a unified sign design for City Departments, the tenant space, currently Franklin Pierce, will require their own sign design. Signage will be reviewed by City Staff and remain consistent in size with the rest of the buildings and shall be compliant with the City of Goodyear Zoning Ordinance.

Building C is to be occupied by Alice Cooper's Solid Rock Teen Center. For adequate identification purposes, an allowance of 1.75 square feet of sign area per linear foot of building frontage is appropriate. Additionally, a more unique style of sign styling keeps with the brand standards of this non-municipal but community oriented tenant. This includes the use of exposed neon sign elements. This shall still meet with regulations set forth in Article 10 of the City of Goodyear Ordinance in regard to Outdoor Lighting Standards, stating that the source of the signs illumination shall not be visible from any street, sidewalk, or adjacent property. This shall not preclude the use of exposed neon or LED sign elements within the public facility zoning districts, as long as such elements are not visible from surrounding residential properties.

Freestanding Sign Matrix

Sign	Type	Qty	Max. Height	Max Sign Area	Location	Illumination
	Entry Monument	2	12'-8"	55 square feet	Along Van Buren Street	Yes
4a	Directory Sign	2	10'	50 square feet	Along 145 th Avenue	No
4b	Directional Sign	3	90"	14 square feet	Along the entry lane into the site	No
4c	Identification Sign	7	57"	8.33 square feet	Outside Department entries	No

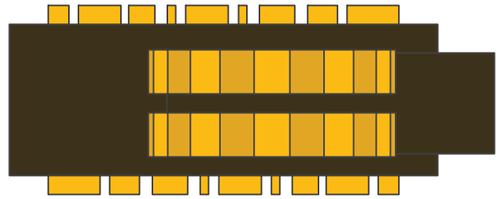
Building Mounted Sign Matrix

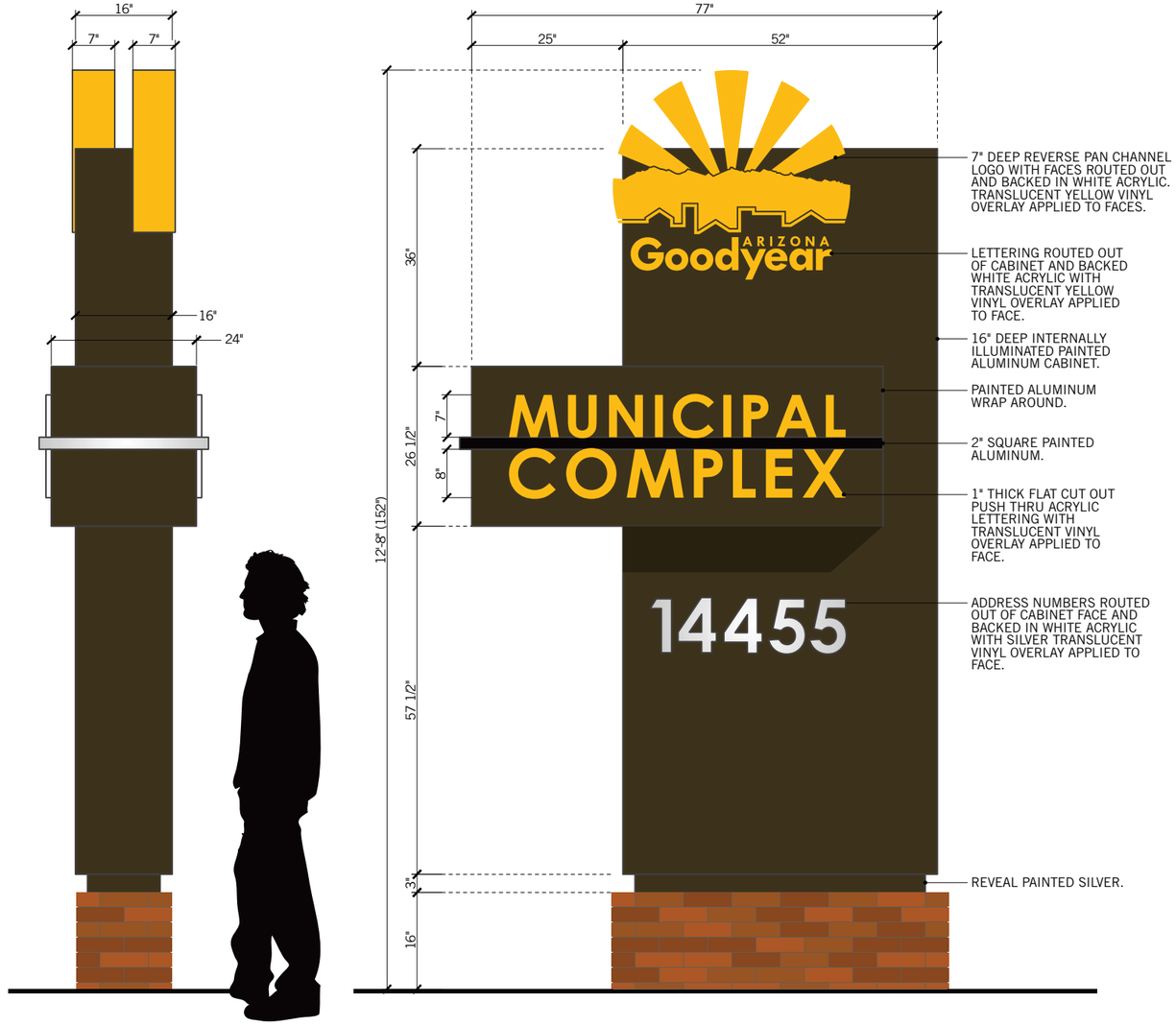
Sign	Type	Qty	Max Height	Max Sign Size	Illumination
A(3b)	Department Sign	6	One Line: 22" Two lines: 40"	Per CSP	No
A(3a)	Non-municipal Tenant Sign	Per Z.O.	Per Brand Standards	1.75 square feet per lineal foot of building frontage*	Per Z.O.**

* All other elevations: one-half square foot of sign area for each linear foot of respective building frontage

** Exposed neon or LED sign elements are allowed as long as such elements are not visible from surrounding residential properties

Z.O. = Zoning Ordinance





Sign Type 1
Entry Project Monument Signage



Illumination at night

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Owner / Designer

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LR | GC | Drawing Date: 01-23-14

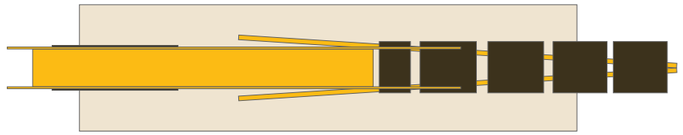
Large Monument ID-Cabinet 012314

Scale:

Revisions:

Exhibit 1

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PLAN VIEW



FRONT

AIRPARK SIGNS & GRAPHICS
Gretchen Cherrill,
Owner / Designer

1205 North Miller Road
Tempe, Arizona 85281
480.966.6565
480.966.5668(f)
signs@airparksigns.com

LR | GC | Drawing Date: 01-23-14

City of Goodyear
Sign Concepts

Scale:

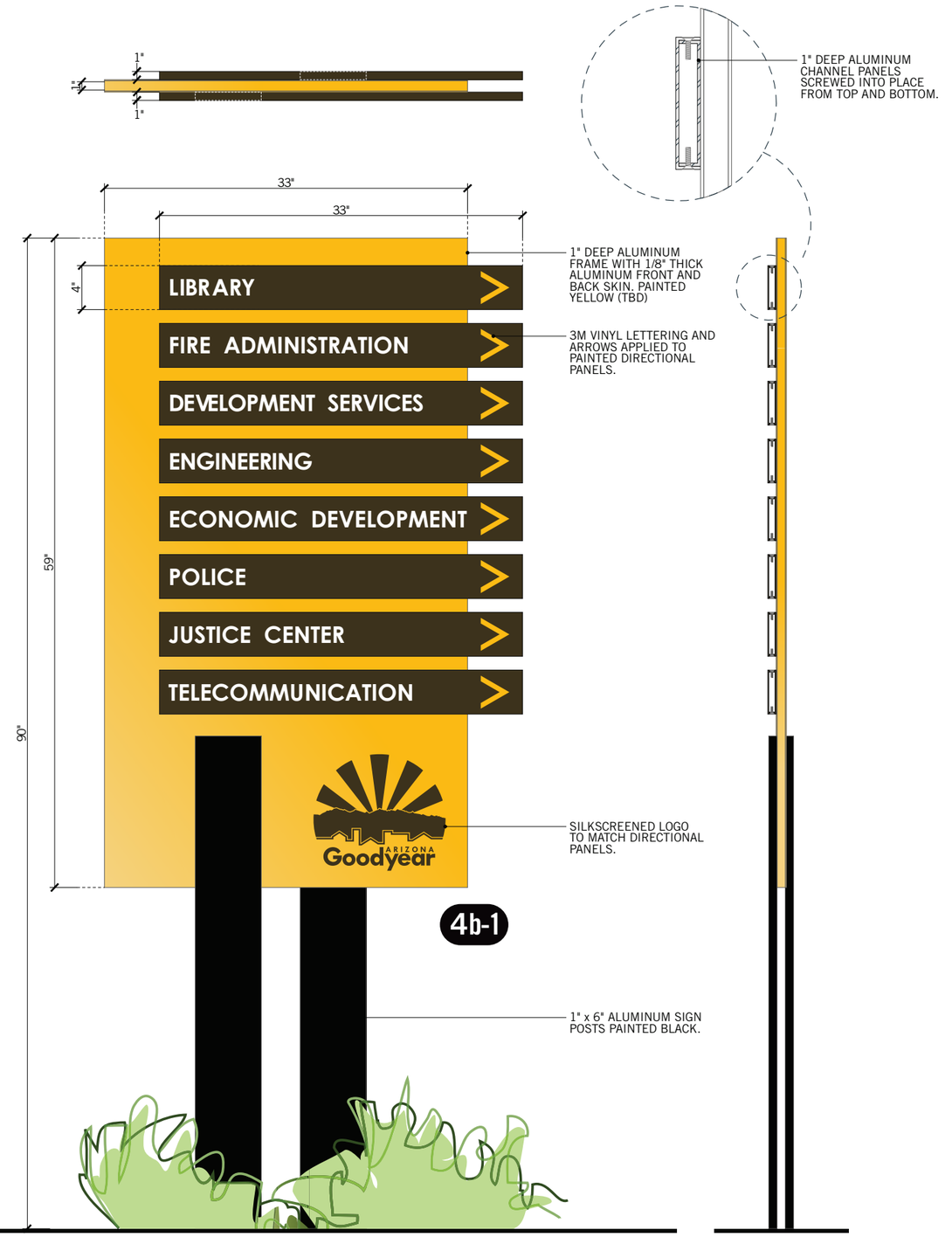
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Sign Type 4a
Directory Sign

scale 1/2 = 1-0



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City of Goodyear
Sign Concepts

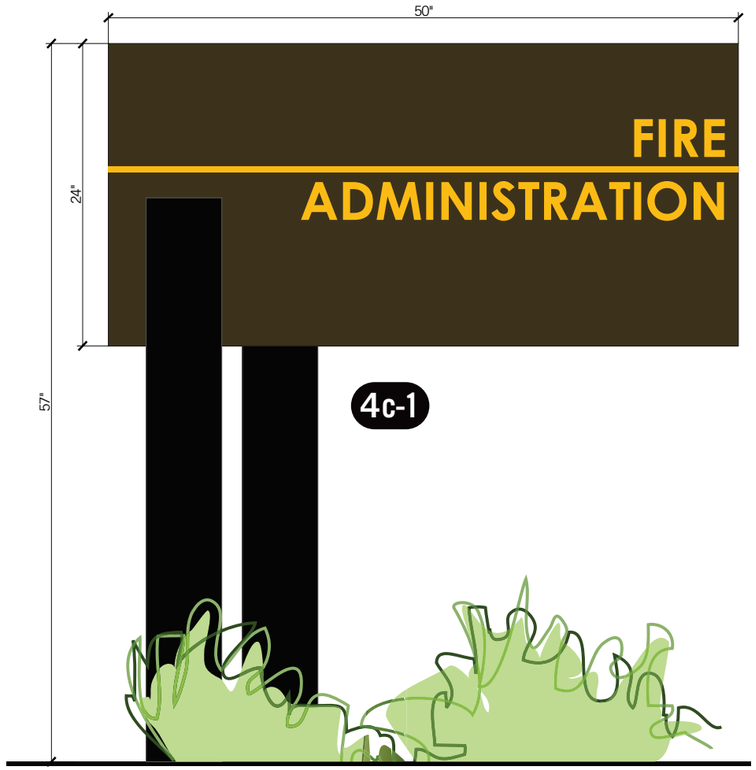
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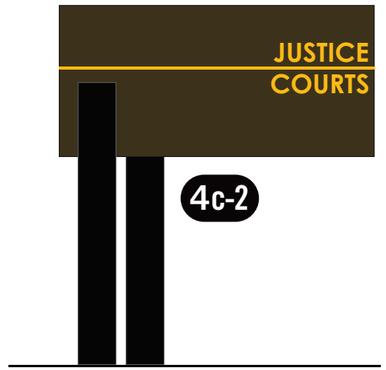
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7.1.13
8.3.13

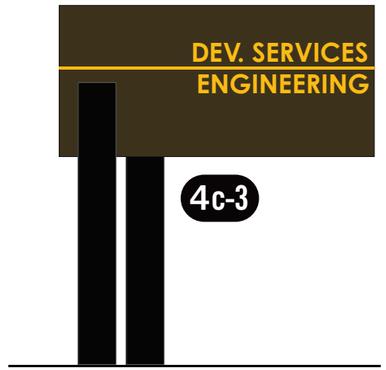
Exhibit 3

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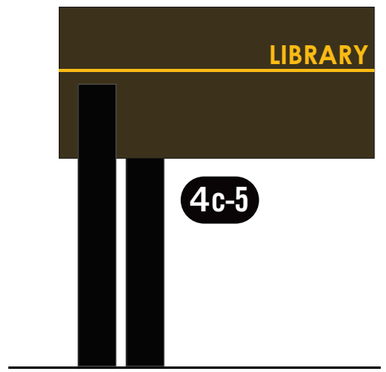
Sign Type 4b
Directional Sign











Sign Type 4c
Identification Sign

AIRPARK
SIGNS & GRAPHICS

Gretchen Cherrill,
Owner / Designer

1205 North Miller Road
Tempe, Arizona 85281
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480.966.5668(f)
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LR | GC | Drawing Date: 01-23-14

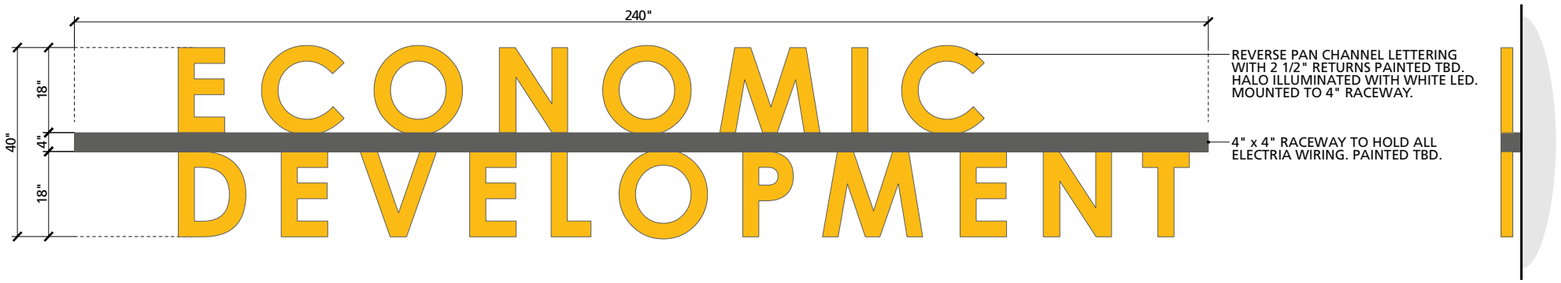
City of Goodyear
Sign Concepts

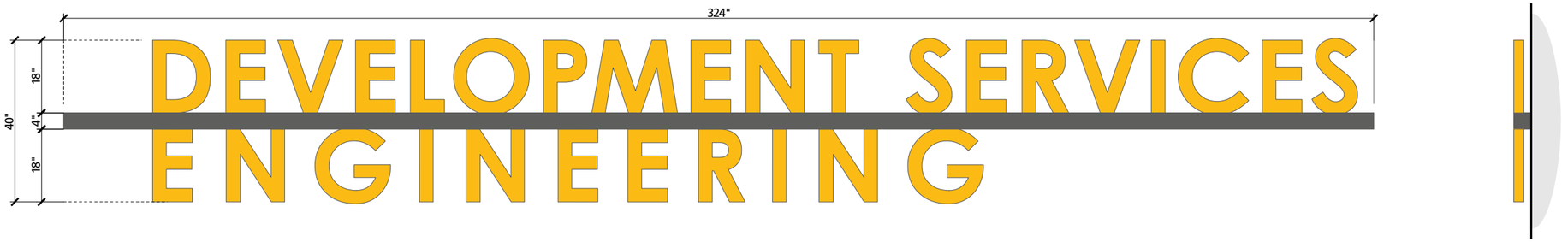
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Revisions:
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7.1.13
8.3.13

Exhibit 4

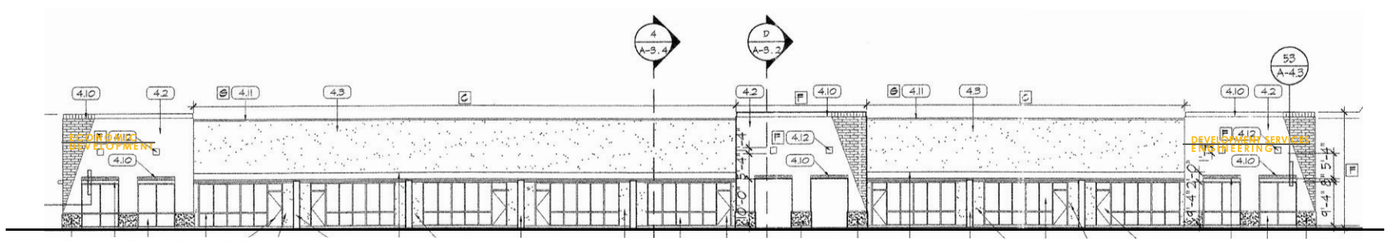
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D BUILDING MOUNTED ID

Scale: 3/8" = 1'



BUILDING D - EAST ELEVATION - SCALE 1/32" = 1

Gretchen Cherrill,
Owner / Designer

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LR | GC | Drawing Date: 012714

City of Goodyear

Building Mounted ID-
Illuminated 080113

Revisions:
6.14.13
7.1.13
8.3.13

Exhibit 5a

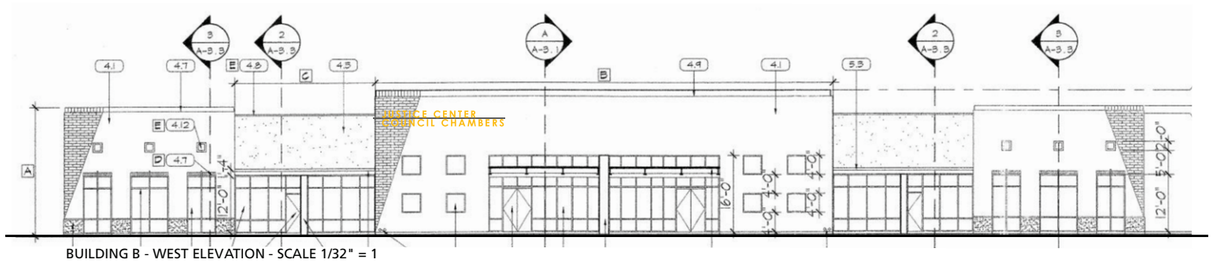
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Sign Type A (3b)
Building Mounted Sign



B BUILDING MOUNTED ID

Scale: 3/8" = 1'



BUILDING B - WEST ELEVATION - SCALE 1/32" = 1

AIRPARK SIGNS & GRAPHICS

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Owner / Designer

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LR | GC | Drawing Date: 012714

City of Goodyear

Building Mounted ID-
Illuminated 080113

Revisions:
6.14.13
7.1.13
8.3.13

Sign Type A (3b)
Building Mounted Sign

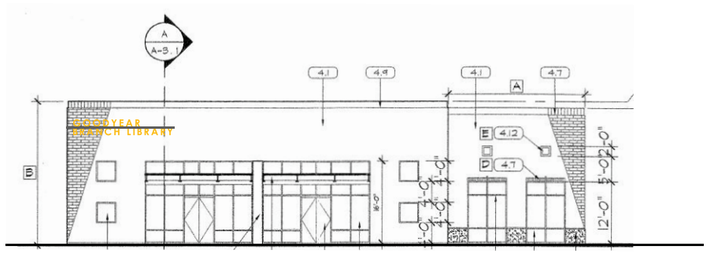
Exhibit 5b

ALL SPECIFIED DETAILS ON THESE DRAWINGS ARE SUBJECT TO CHANGE DUE TO THE AVAILABILITY OF MATERIALS AND/OR CHANGES IN THE METHOD OF FABRICATION. AIRPARK SIGNS & GRAPHICS WILL DO THEIR BEST TO MAINTAIN THE DESIGNS INTENT OF THESE DRAWINGS BUT ALL TIMES, IF THE OWNER OR OWNER'S REPRESENTATIVE WISHES TO RECEIVE DETAIL DRAWINGS ON ALL CHANGES DURING THE FABRICATION PROCESS, AIRPARK SIGNS & GRAPHICS MUST BE ADVISED IN WRITING PRIOR TO THE START OF FABRICATION. THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY AIRPARK SIGNS AND GRAPHICS. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROPOSED PROJECT BEING PLANNED FOR YOU BY AIRPARK SIGNS AND GRAPHICS. IT IS NOT TO BE REPRODUCED, COPIED, PHOTOGRAPHED, EXHIBITED OR USED IN ANY FASHION WITHOUT EXPRESSED WRITTEN APPROVAL OF AIRPARK SIGNS AND GRAPHICS.



C BUILDING MOUNTED ID

Scale: 3/8" = 1'



BUILDING C - NORTH ELEVATION - SCALE 1/32" = 1'

AIRPARK SIGNS & GRAPHICS

Gretchen Cherrill,
Owner / Designer

1205 North Miller Road
Tempe, Arizona 85281
480.966.6565
480.966.5668(f)
signs@airparksigns.com

LR | GC | Drawing Date: 012714

City of Goodyear

Building Mounted ID-
Illuminated 080113

Revisions:
6.14.13
7.1.13
8.3.13

Sign Type A (3b)
Building Mounted Sign

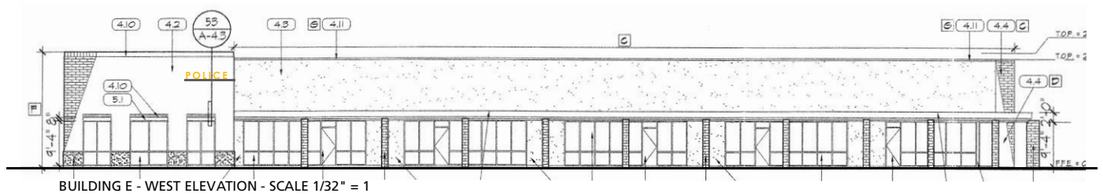
Exhibit 5c

ALL SPECIFIED DETAILS ON THESE DRAWINGS ARE SUBJECT TO CHANGE DUE TO THE AVAILABILITY OF MATERIALS AND/OR CHANGES IN THE METHOD OF FABRICATION. AIRPARK SIGNS & GRAPHICS WILL DO THEIR BEST TO MAINTAIN THE DESIGNS INTENT OF THESE DRAWINGS AT ALL TIMES. IF THE OWNER OR OWNER'S REPRESENTATIVE WISHES TO RECEIVE DETAIL DRAWINGS ON ALL CHANGES DURING THE FABRICATION PROCESS, AIRPARK SIGNS & GRAPHICS MUST BE ADVISED IN WRITING PRIOR TO THE START OF FABRICATION. THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY AIRPARK SIGNS AND GRAPHICS. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROPOSED PROJECT BEING PLANNED FOR YOU BY AIRPARK SIGNS AND GRAPHICS. IT IS NOT TO BE REPRODUCED, COPIED, PHOTOGRAPHED, EXHIBITED OR USED IN ANY FASHION WITHOUT EXPRESSED WRITTEN APPROVAL OF AIRPARK SIGNS AND GRAPHICS.



E BUILDING MOUNTED ID

Scale: 3/8" = 1'



BUILDING E - WEST ELEVATION - SCALE 1/32" = 1

Sign Type A (3b)
Building Mounted Sign

Gretchen Cherrill,
Owner / Designer

1205 North Miller Road
Tempe, Arizona 85281
480.966.6565
480.966.5668(f)
signs@airparksigns.com

LR | GC | Drawing Date: 080113

City of Goodyear

Building Mounted ID-
Illuminated 080113

Revisions:
6.14.13
7.1.13
8.3.13

Exhibit 5d

ALL SPECIFIED DETAILS ON THESE DRAWINGS ARE SUBJECT TO CHANGE DUE TO THE AVAILABILITY OF MATERIALS AND/OR CHANGES IN THE METHOD OF FABRICATION. AIRPARK SIGNS & GRAPHICS WILL DO THEIR BEST TO MAINTAIN THE DESIGNS INTENT OF THESE DRAWINGS AT ALL TIMES. IF THE OWNER OR OWNER'S REPRESENTATIVE WISHES TO RECEIVE DETAIL DRAWINGS ON ALL CHANGES DURING THE FABRICATION PROCESS, AIRPARK SIGNS & GRAPHICS MUST BE ADVISED IN WRITING PRIOR TO THE START OF FABRICATION. THIS IS AN ORIGINAL UNPUBLISHED DRAWING CREATED BY AIRPARK SIGNS AND GRAPHICS. IT IS SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROPOSED PROJECT BEING PLANNED FOR YOU BY AIRPARK SIGNS AND GRAPHICS. IT IS NOT TO BE REPRODUCED, COPIED, PHOTOGRAPHED, EXHIBITED OR USED IN ANY FASHION WITHOUT EXPRESSED WRITTEN APPROVAL OF AIRPARK SIGNS AND GRAPHICS.

Approved Concept
06/09/15



One set of individual channel letters on a raceway, "Franklin Pierce".
Faces: black dual perf film with black Jewelite trim; white returns
Raceway color: Matthews #23446
Lighting provided using high-output low-voltage LEDs.

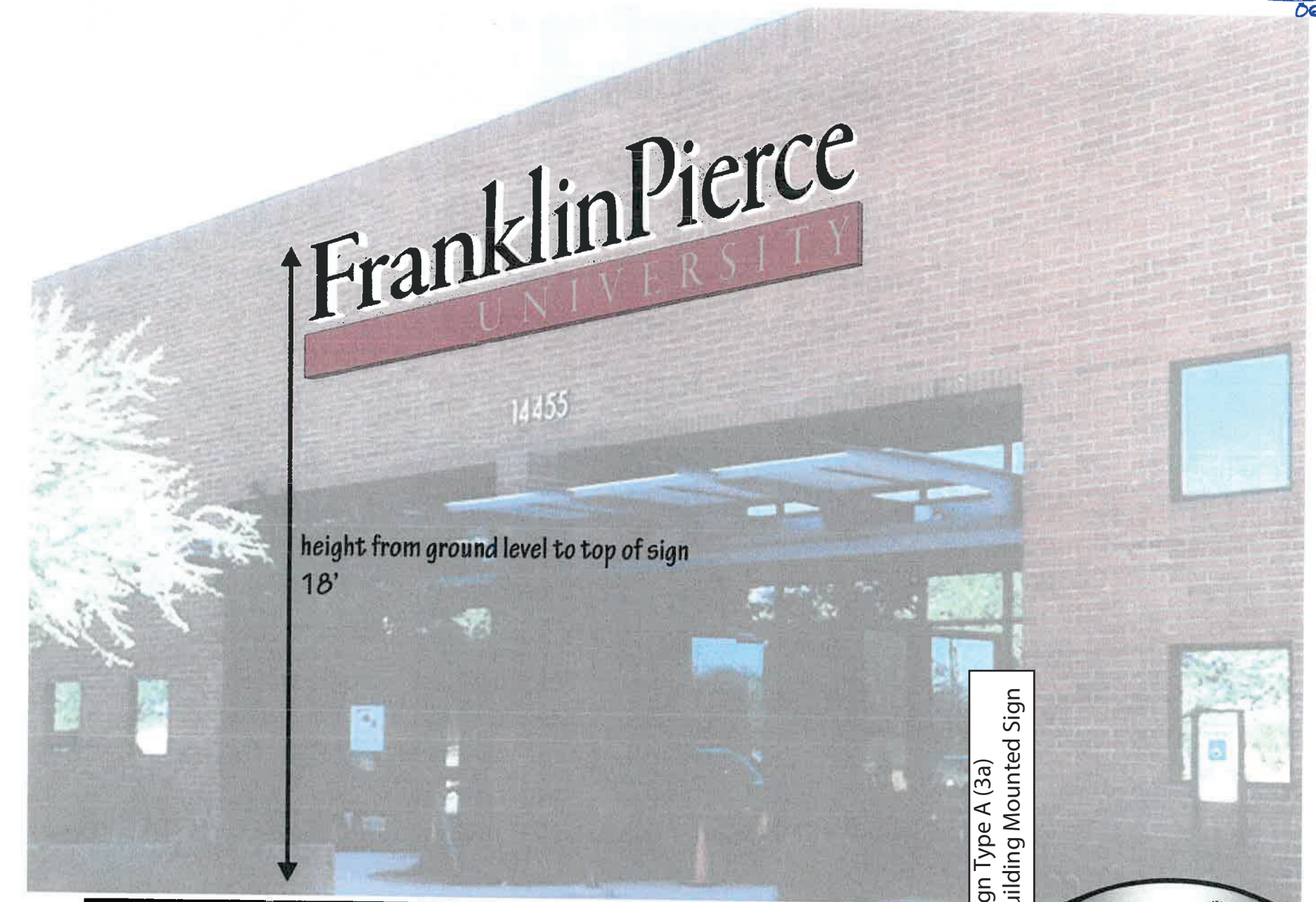
Interior-illuminated cabinet, "UNIVERSITY", 4" deep - extruded cabinet with acrylic face
Cabinet painted PMS# 195c burgundy over silver (to block light)
Letters to be translucent vinyl, 3M Shadow Grey; 1/16" white outline between grey & burgundy

TOTAL SQUARE FOOTAGE OF SIGN = 60

05/2015 | ½" = 1'-0" | 107 Hollis Street Manchester, NH 03101 | 627-0003 | This drawing is the property of FIRST Sign

Innovative Design & Flawless Execution of Dimensional Signage — Complete Storefront Remodeling including Signs Awnings Lighting

Approved Concept
06/09/25



Sign Type A (3a)
Building Mounted Sign

107 Hollis Street
Manchester, NH 03101
627-0003

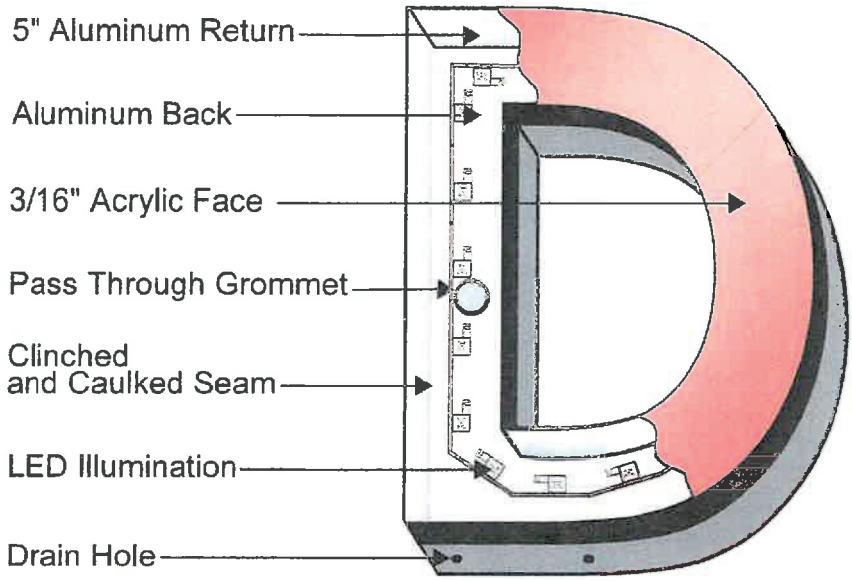
This drawing is the property of

FIRST Sign INC

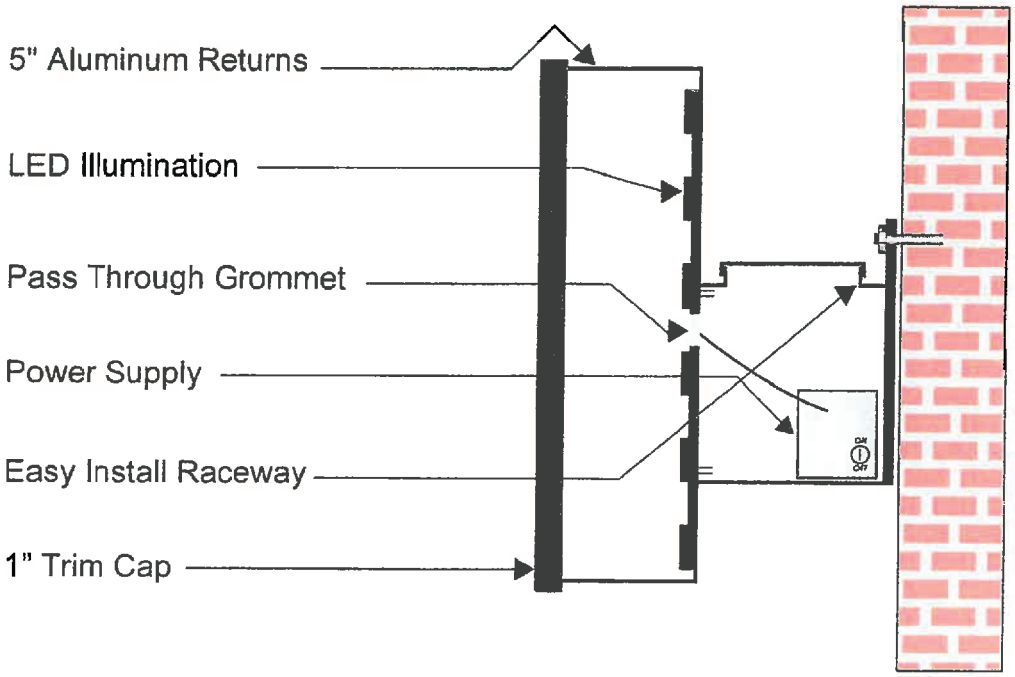
Innovative Design & Flawless Execution of Dimensional Signage ■ Complete Storefront Remodeling including Signs Awnings Lighting

Front Lit Channel Letters
(Raceway)

Sign Type A (3a)
Building Mounted Sign



FRONT VIEW



SIDE VIEW

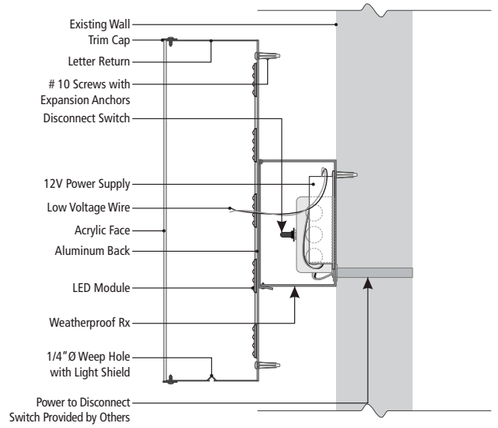
www.directsignwholesale.com



West Elevation



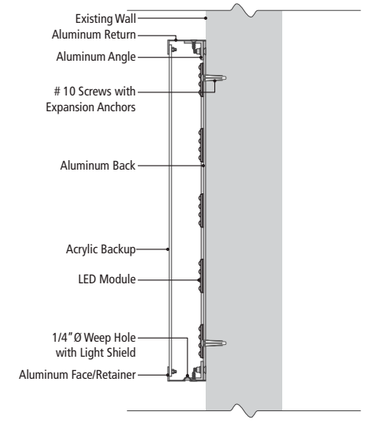
Illuminated Sign at Night



This sign is intended to be installed in accordance with the requirements of article 600 of the national electrical code and/or other applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code. All signs fabricated as per 2008 N.E.C. Standards.

FACE ILLUMINATED LETTER SECTION

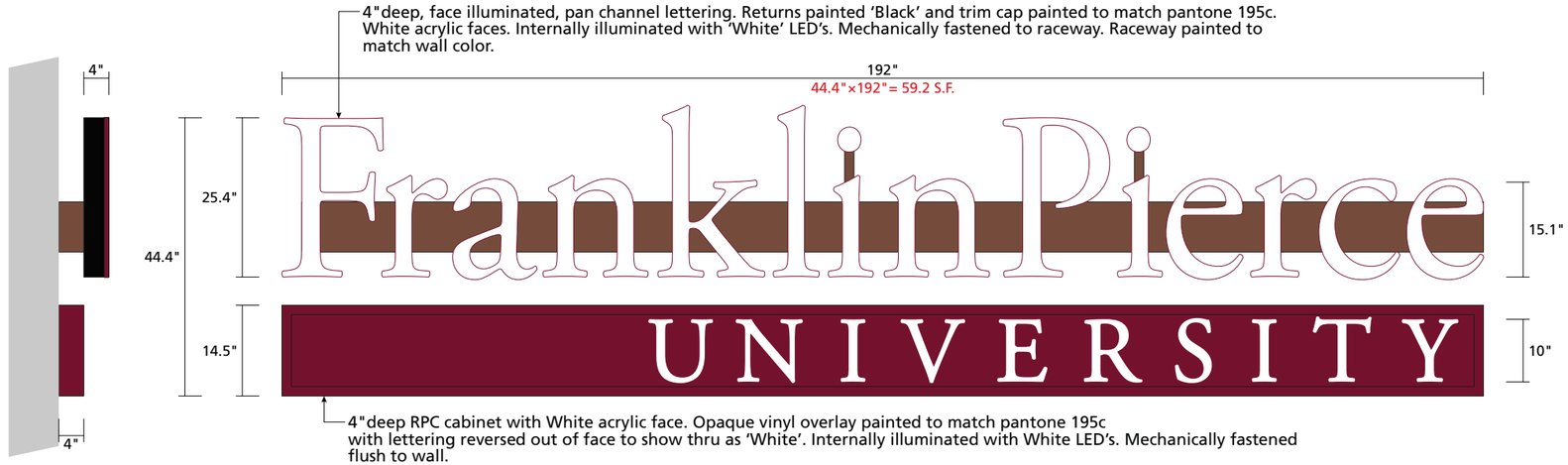
scale: nts



This sign is intended to be installed in accordance with the requirements of article 600 of the national electrical code and/or other applicable local codes. This includes proper grounding and bonding of the sign. The location of the disconnect switch after installation shall comply with Article 600.6(A)(1) of the National Electrical Code. All signs fabricated as per 2008 N.E.C. Standards.

ILLUMINATED CABINET SECTION

scale: nts



Building Mounted Sign

scale: 1/2" = 1'-0"

AIRPARK SIGNS & GRAPHICS
Gretchen Wilde, owner / designer
1205 N. Miller Road
Tempe, AZ 85281
480.966.6565 / 480.966.5668 (f)
signs@airparksigns.com

City of Goodyear

NOTES:

Approved By: Date:

xx
xx

City of Goodyear\
Goodyear Municipal Complex

Building Mounted Sign_Franklin Pierce University

01.07.22

All specified details on these drawings are subject to change due to the availability of materials and/or changes in the method of fabrication. Airpark signs & graphics will do their best to maintain the designs intent of these drawings at all times. If the owner or owners' s representative wishes to receive detail drawings on all changes during the fabrication process, airpark signs & graphics must be Advised in writing prior to the start of fabrication. This is an original unpublished drawing created by airpark signs and graphics. It is submitted for your personal use in connection with a proposed project being planned for you by airpark signs and graphics. It is not to be reproduced, copied, photographed, exhibited or used in any fashion without expressed written approval of airpark signs and graphics.



Conceptual Rendering

SCALE: 3/32" = 1'-0"

DATE

07.15.2025

JOB NAME

Alice Cooper's Solid Rock Teen Center

ADDRESS

14455 143rd Avenue
Goodyear, AZ 85338
Building C

CLIENT

Alice Cooper's Solid Rock Teen Center

CONTACT

--

DESIGNER

JW

SCALE

As Noted

REVISIONS

Date:

Date:

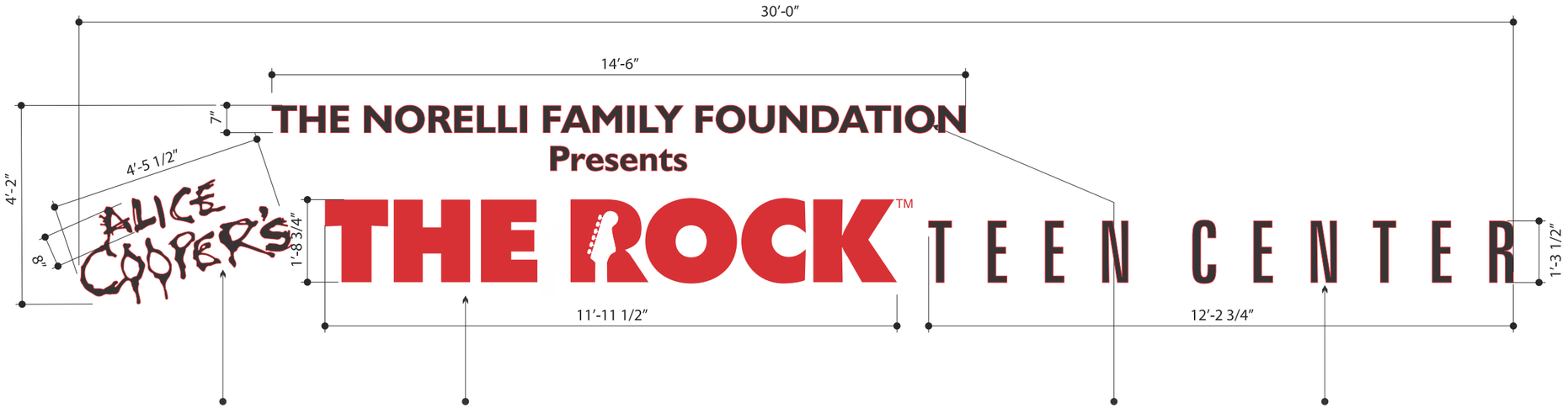
Date:

Date:

ISG Identity Sign Group Inc.
10027 N. 12th Street
Phoenix, AZ. 85020
(T) 602.279.9268
(C) 602.751.0708
(F) 602.266.1289
MEMBER OF ISA INTERNATIONAL SIGN ASSOCIATION
scott@identitysign.net

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QTY. 1 SET



RUBY RED EXPOSED NEON W/ .125" ALUMINUM, BLACK FCO SPLASH PANEL.

P/C LETTERS W/ 3/4" RED TRIM CAP AND WHITE SAMSUNG L.E.D. ILLUMINATION RED PRE PAINTED RETURNS. "TM" IS FCO ACRYLIC. GUITAR IS WHITE VINYL FOR CENTER OF THE "R".

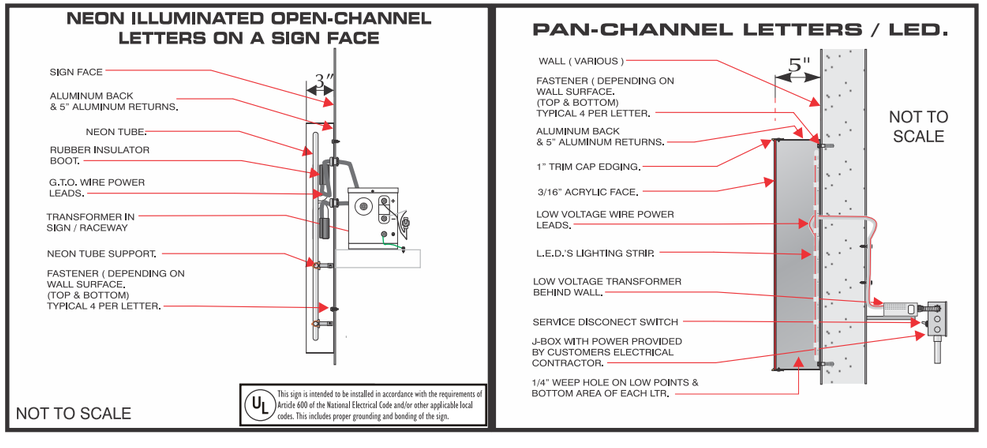
P/C LETTERS W/ 3/4" RED TRIM CAP AND WHITE SAMSUNG L.E.D. ILLUMINATION BLACK PRE PAINTED RETURNS AND DAY NIGHT ACRYLIC FACES.

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

126.00 SQ.FT.

IDENTITY SIGN GROUP TO MANUFACTURE AND INSTALL ONE (1) SET OF ILLUMINATED LETTERS.

Sign Type A (3a)
Building Mounted Sign



DATE
07.15.2025

JOB NAME
Alice Cooper's Solid Rock Teen Center

ADDRESS
14455 143rd Avenue
Goodyear, AZ 85338
Building C

CLIENT
Alice Cooper's Solid Rock Teen Center

CONTACT
--

DESIGNER
JW

SCALE
As Noted

REVISIONS
Date:
Date:
Date:
Date:

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Night View

DATE
06.26.2025

JOB NAME
Alice Cooper's Solid Rock Teen Center

ADDRESS
14455 143rd Avenue
Goodyear, AZ 85338
Building C

CLIENT
Alice Cooper's Solid Rock Teen Center

CONTACT
--

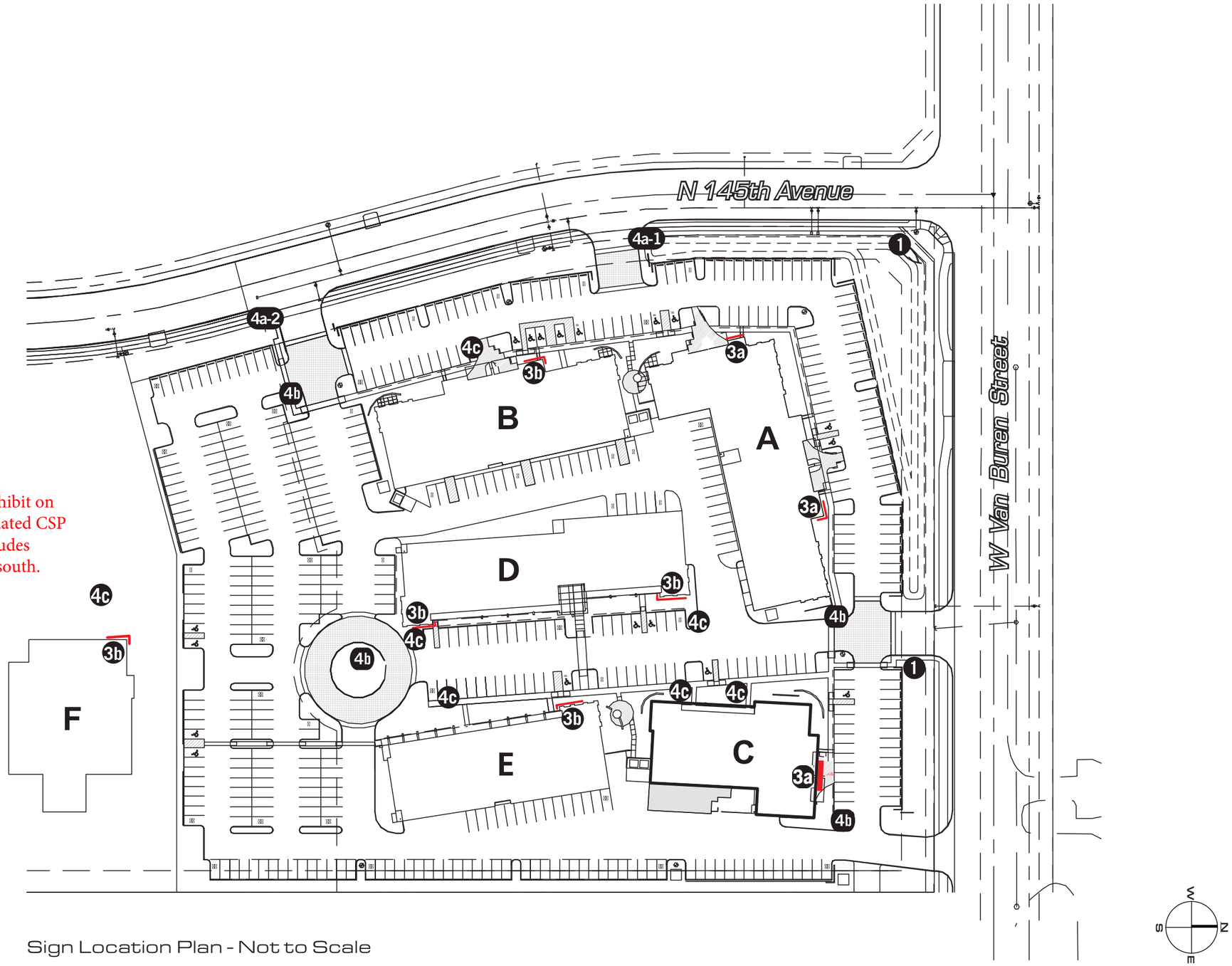
DESIGNER
JW

SCALE
As Noted

REVISIONS
Date:
Date:
Date:
Date:

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10027 N. 12th Street
Phoenix, AZ. 85020
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*See Aerial Photo Exhibit on next page for the updated CSP boundary which includes Goodyear PD to the south.



Sign Location Plan - Not to Scale

DATE
07.15.2025

JOB NAME
Alice Cooper's Solid Rock Teen Center

ADDRESS
14455 143rd Avenue
Goodyear, AZ 85338
Building C

CLIENT
Alice Cooper's Solid Rock Teen Center

CONTACT
--

DESIGNER
--

SCALE
As Noted

REVISIONS
Date:
Date:
Date:
Date:

Identity Sign Group INC.
10027 N. 12th Street
Phoenix, AZ. 85020
(T) 602.279.9268
(C) 602.751.0708
(F) 602.266.1289
MEMBER OF IDA
scott@identitysign.net
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Attachment B - Aerial Photo Exhibit
Case No. P25-00170
Goodyear Municipal Complex CSP Amendment



PZ DATE: August 13, 2025
CC Date: August 25, 2025
CASE #: P25-00022

PLANNING AND ZONING ACTION REPORT

SUBJECT: SECOND AMENDMENT TO THE COMPREHENSIVE SIGN PACKAGE FOR GOODYEAR MUNICIPAL COMPLEX

STAFF PRESENTER(S): Jimmy Carreon, Assistant Planner

SUMMARY

A request to amend the Goodyear Municipal Complex Comprehensive Sign Package (Attachment A), located on the southeast corner of Van Buren Street and 145th Avenue (Attachment B).

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION:

Recommend approval of the Goodyear Municipal Complex Comprehensive Sign Package – Amendment 2 dated July 2025, subject to stipulations. (Jimmy Carreon, Assistant Planner)

STIPULATIONS:

1. All signs shall be in conformance with the Goodyear Municipal Complex Comprehensive Sign Package dated July 2025; and

2. Off-site signage is prohibited; and

3. No signage shall be placed within city rights-of-way.

FISCAL IMPACT:

There is no direct budget impact associated with the approval of the Goodyear Municipal Complex Comprehensive Sign Package – Amendment 2.

BACKGROUND AND PREVIOUS ACTIONS:

The Goodyear Municipal Complex Comprehensive Sign Package – Amendment 2 applies to approximately 17.6 acres of property used for public facilities as shown in Attachment B. The Goodyear Municipal Complex PAD was approved in 2023 by the adoption of Ordinance No. 2023-1594 and encompasses approximately 17.6 acres that is designated Planned Area Development

(PAD) and has an underlying zoning of Public Facilities District (PFD) with a PAD overlay. The intent of the PAD was to permit the city to operate public facilities at this location as well as community centers, offices, and private colleges and universities.

A comprehensive sign package (CSP) for the Goodyear Municipal Complex PAD was created and amended once. Council approval was received for the original CSP creation in July of 2015, and administrative approval was received for the first amendment in January of 2022.

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 Goodyear Municipal Complex CSP Amendment 2 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 Goodyear Municipal Complex Comprehensive Sign Package – Amendment 2, which encompasses a 17.6-acre area within Goodyear Municipal Complex. The materials, color palette, and design theme detailed in the existing Goodyear Municipal Complex CSP will remain unchanged. However, the amendment proposed will allow for the placement of an exterior wall sign for Alice Cooper's Solid Rock Teen Center at the main entrance to their building that exceeds the current wall signage standards within the current CSP.

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. **Wall Signage Increase**
   The Goodyear Municipal Complex CSP Amendment 2 proposes to increase non-municipal tenant wall signage, allowing 1.75 square feet of sign copy per linear foot of building frontage. The building mounted wall signage request is a deviation from the maximum one (1) square feet of sign copy per linear foot of building frontage, as stated in the current CSP.
2. **Increase CSP Boundary**
   The Goodyear Municipal Complex CSP Amendment 2 proposes to increase the CSP boundary to include the Goodyear Police Department Building to the south. This request will align the CSP bounds with that of the Goodyear Municipal Complex PAD, providing signage clarity and consistency to users within the same Public Facilities District.

Evaluation Criteria:

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

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

   The Goodyear Municipal Complex 2nd Amended CSP proposes to increase non-municipal tenant wall signage, allowing 1.75 square feet of sign copy per linear foot of building frontage to provide adequate tenant signage visibility along Van Buren Street. Van Buren Street is a major arterial where traffic speeds are higher, and a larger sign is more easily identifiable to a passerby. Staff find the proposed size increase of the intended wall signage appropriate and supportable.

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

   The Goodyear Municipal Complex 2nd 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 comprehensive sign package shall be harmonious with and enhance the architecture and theme of the specific development in which the signs are located. Compatibility with the specific development shall include the use of complementary colors, materials and architectural style.

   The wall signage design, colors and materials for the single tenant user has been enhanced to utilize their corporate colors and branding design elements. The design, colors, and materials of all other users within the development have not been altered. Staff find the proposed Goodyear Municipal Complex 2nd Amended CSP intended design elements are considered appropriate and supportable.

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

   The subject property is a mixed-use area that includes commercial and multi-family development. The proposed signage and boundary addition of the 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 request for the second amendment to the Goodyear Municipal Complex Comprehensive Sign Package 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 1 – Planning and Zoning Staff Report
Attachments A-B

GMC Comprehensive Sign Package (CSP)

CSP Amendment



Site Overview

GMC Comprehensive Sign Package

- Planned Area Development (PAD)
- 17.6-acre site
- Amendment #2



It's a Great time to be in Goodyear.

GMC Comprehensive Sign Package (CSP)
Boundary Change

CURRENT BOUNDARY



NEW BOUNDARY



It's a Great time to be in Goodyear.

GMC Comprehensive Sign Package (CSP)

Wall Signage Increase

WALL SIGN LOCATION



WALL SIGN RENDERING



GMC Comprehensive Sign Package (CSP)

CSP Amendment

Recommendation:

Approve the second amendment to the Goodyear Municipal Complex Comprehensive Sign Package, subject to stipulations.

ITEM #: 10.
DATE: 08/25/2025
AI #:2817

CITY COUNCIL ACTION REPORT

SUBJECT: SECOND AMENDMENT TO THE COMPREHENSIVE SIGN PACKAGE (CSP) FOR SHOPS AT SERAFINA

STAFF PRESENTER(S): Jimmy Carreon, Assistant Planner

SUMMARY

A request to amend the Comprehensive Sign Package (CSP) for Shops at Serafina (Attachment A), located on the northeast corner of Estrella Parkway and Goodyear Boulevard. An aerial photo of the location is included as Attachment B.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Shops at Serafina CSP Amendment 2 dated July 2025, subject to stipulations. (Jimmy Carreon, Assistant Planner)

STIPULATIONS

1. All signs shall be in conformance with the Shops at Serafina CSP Amendment 2, dated July 2025; and
2. Off-site signage is prohibited; and
3. No signage shall be placed within city rights-of-way.

FISCAL IMPACT

There is no direct fiscal impact associated with the approval of the Shops at Serafina CSP Amendment 2.

BACKGROUND AND PREVIOUS ACTIONS

On August 13, 2025, the request to amend the Shops at Serafina CSP was on the Planning and Zoning (P&Z) Commission agenda, and the P&Z Commission voted 6-0 to recommend approval.

Additional details regarding the previous actions are provided in the P&Z Commission Staff Report (Attachment C).

STAFF ANALYSIS

Staff recommends that the City Council approve the CSP amendment, consistent with the P&Z Commission's approval recommendation.

Attachments

Attachment A - Comprehensive Sign Package

Attachment B - Aerial Exhibit

Attachment C - Planning and Zoning Commission Staff Report

Staff Presentation

Comprehensive Sign Package
The Shops at Serafina

NEC Estrella Parkway and Goodyear Boulevard North

Amendment 2 - July 2025

APPROVED
MAR 17 2015
PLANNING & ZONING
WITH STIPULATIONS
CASE 05-630-CONS
KAREN CRAVER



Prepared by
BOOTZ & DUKE Signs

SIGN CRITERIA FOR

THE SHOPS AT SERAFINA

NEC ESTRELLA PARKWAY and GOODYEAR BOULEVARD NORTH

GOODYEAR, ARIZONA

I BACKGROUND INFORMATION

a. This property is located on the northeast corner of Estrella Parkway and Goodyear Boulevard North

b. There are two streets, which carry traffic to and from this center: Estrella Parkway and Goodyear Boulevard North

c. The total net area of the site is 185,599 Square Feet. The building square footage is 11,200 Sq. Ft. for the 1st floor and 1,768 Sq. Ft. for the second floor for a total of 12,968 Sq. Ft.

d. The Occupancy classification: (Chapter 5, section 3) Future mixed occupancy: B, M, A-2, (Restaurant – Ground floor) and R-3 (Two dwelling units – 2nd floor)

e. This project is being developed as a mixed use occupancy. Each two story building will have an approximate height of 35 feet. Two 700 square foot residential dwellings are planned on the second floor at one end of each building with the potential that these units will be utilized as office space as determined by market conditions.

Property Ownership:

Eagle Creek Land & Development, LLC
15215 SE 72nd Street, Suite 201
Kent, Washington 98042-4215

II THEME AND IMAGE

The intent of these sign criteria is to establish and maintain guidelines consistent with the sign policies of the owner and the City of Goodyear. Further, the purpose is to assure a standard conformance, for the benefit of all, in achieving a visually pleasing destination for tenants, customers and the surrounding community.

Placement:

All monument signs proposed in this Comprehensive Sign Package are placed as to be visible and readable for their function. Each sign is located a minimum of 5' behind the property lines, behind the sight visibility triangles and will be spaced a minimum of 330' apart. Monument Signs are not allowed in the Public Utility Easement (PUE) or Irrigation Easement (IE).

All building signs will be located on the storefront of that specific tenant's leased frontage.

Quantity:

The Shops at Serafina has requested two monument signs to allow an opportunity for tenants to have business identification on a monument sign.

Size:

The signs have been designed to architecturally flow with the building design and identify the tenants.

Materials:

Materials, finishes and colors used in the construction of the monument signs will be the same as used for the building construction. The signs are designed to match architectural elements of the building elevations.

Illumination:

Each monument sign will be internally illuminated.

Context:

The ground signs have been designed to be compatible with the center's design. The design elements of the signs draw from the building architecture and utilize the colors used on the building. The stone elements match the stone used on the buildings.

III LEGAL DESCRIPTION

THAT PORTION OF TRACT "B" OF "CENTERRA", A SUBDIVISION RECORDED IN THE OFFICE OF THE MARICOPA COUNTY RECORDER AS BOOK 553 OF MAPS, PAGE 37 THEREOF, BEING SITUATED IN THE WEST HALF OF SECTION 8, 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 MOST WESTERLY NORTH CORNER OF SAID TRACT B;

THENCE SOUTH 00°26'37"EAST (BASE OF BEARING) ALONG THE WEST LINE OF SAID TRACT, A DISTANCE OF 577.19 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°07'46" EAST, A DISTANCE OF 204.79 FEET;

THENCE SOUTH 00°32'38" WEST, A DISTANCE OF 153.83 FEET;

THENCE NORTH 89°27'22" WEST, A DISTANCE OF 15.44 FEET;

THENCE SOUTH 00°32'38" WEST, A DISTANCE OF 69.07 FEET;

THENCE SOUTH 89°27'22" EAST, A DISTANCE OF 73.02 FEET;

THENCE SOUTH 44°27'24" EAST, A DISTANCE OF 198.05 FEET;

THENCE SOUTH 89°26'28" EAST, A DISTANCE OF 99.65 FEET;

THENCE SOUTH 38°50'12" EAST, A DISTANCE OF 36.45 FEET;

Unofficial Document

THENCE SOUTH 89°25'55" EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 00°32'38" WEST, A DISTANCE OF 174.92 FEET; TO A POINT ON THE NORTH RIGHT OF WAY LINE OF GOODYEAR BOULEVARD NORTH, ACCORDING TO BOOK 553, PAGE 37, MARICOPA COUNTY RECORDS;

THENCE NORTH 89°26'37" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 336.28 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, THE CENTER OF WHICH BEARS NORTH 21°46'13" EAST, HAVING A RADIUS OF 384.00;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 47°17'42", A DISTANCE OF 316.97 FEET;

THENCE NORTH 00°26'37" EAST, A DISTANCE OF 349.82 FEET TO THE POINT OF BEGINNING.

VICINITY MAP



IV WALL SIGNS for TENANTS

Location:

The Landlord has provided sign areas above all storefronts. Tenant signs must be placed above the leased business space. Landlord approved sketches must accompany all submitted sign permits.

Allowable Sign Area:

Tenants are allowed a maximum of 1 square foot of sign area for each linear foot of tenant building frontage. The maximum letter height is 24". The maximum length of an attached sign is 80% of the length of the leased frontage.

Wall signs are permitted on other exterior walls and shall have a maximum of 1/2 square foot of sign area for each linear foot of tenant building frontage. The maximum aggregate area of all wall signs for any one business is 200 square feet.

Logos:

Logos will be allowed providing that the logo is part of the tenants sign identification program. Logos shall be fabricated in the shape of the logo only.

Construction:

Letters & logos to consist of pan channel letters of minimum .063 gauge aluminum with minimum 3" deep returns and maximum 7" deep returns printed and painted. The letters & logos are to have 3/16" acrylic faces with 1" trim cap or aluminum retainers. Letters and logos are to be mounted flush to the building. Internal illumination provided by internal 15-mil neon powered by 30 ma remote or self-contained transformers. Rear raceways to house the electrical components are required on the back of parapet walls.

Letters and logos may also utilize halo lighting in addition to having illuminated plex faces. These back and face lighted letters must meet the basic construction details listed above with the exception of them having clear lexan backs pegged off of the building or background panel to allow for halo illumination.

Letters and Logos may incorporate translucent vinyl graphics and accents.

Colors of Components:

Return color is to be Dark Bronze with a Semi-Gloss finish. Tenants with established sign specifications may utilize their normal return color with Landlord and City of Goodyear approval.

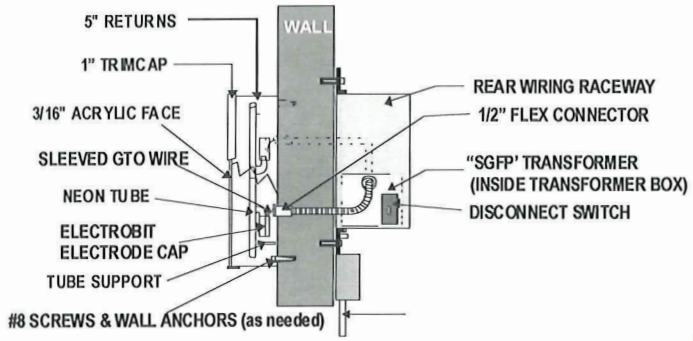
TENANT'S MAXIMUM LENGTH IS 80% OF LEASED FRONTAGE

24" maximum letter height

TENANT

TYPICAL SET OF PAN CHANNEL LETTERS.

NEON ILLUMINATED PAN CHANNEL LETTERS



TENANTS HAVE THE OPTION TO USE LED'S FOR ILLUMINATION

V GROUND SIGNS

a. Tenant ID:

The owner is providing two monument signs. All monument signs will include addresses and will have a maxinrnm of six tenant panels

b. Directional signs are allowed provided they meet the approval of the landlord and City of Goodyear sign code.

VI SIGNS NOT ALLOWED

a. Balloons, pennants and streamers
b. Animated or flashing signs
c. Painted letters
d. A-f'ame or sandwich board signs
e. Cabinet Signs
f. Exposed raceways
g. Translucent vinyl on windows/doors
h. Signage not specifically identified in this Sign Package... Shops at Serafina reserves the right to amend the Sign Package.

VII GENERAL SIGN STANDARDS:

a. All signs and their installation shall comply with local building and electrical codes.

b. Tenant may identify service door for delivery and emergency purposes only. Signs shall identify suite number only and be located in the center of the door, five feet from finished floor to the top of the letters.

c. No animated, flashing, audible or roof mounted signs shall be permitted.

d. No exposed ballasts, crossovers, conduits, conductors, transformers, raceways, etc. shall be permitted. Electrobits shall be used for all neon and bare UL labels.

e. Retail tenants shall be allowed to place vinyl graphics in the window panel pending landlord and City of Goodyear approval. Decal stick-on lettering or graphics indicating suite numbers, hours of business, and approved credit cards shall be permitted. The total aggregate area of all window signs shall not exceed 50% of the total area of the windows through which they are visible.

f. Tenant and his sign Contractor shall repair any damage caused during installation or removal of signs. Patching of holes, repair of texture and paint touch up is required.

g. No labels shall be permitted on the exposed surface of signs, except those required by local ordinance and one to identify the manufacturer. Required labels shall be installed in an inconspicuous location per code requirements.

h. Sign permit must be obtained from the City of Goodyear prior to installation of signs.

i. In no case shall Tenant or its sign contractor be allowed to penetrate the roof membrane for any reason without permission of the property owner or landlord. Tenant is responsible for any damage to roof while installing signs.

j. All signs shall be constructed, installed and operated at Tenant's expense.

k. A building that is located less than 75 feet from a public right-of-way (the street on which The property is addressed) shall post 12" numerals having a minimum 2" brush stroke.

l. Owner reserves the right to disapprove any sign, which deteriorates or is damaged after installation for any reason. If Owner so informs the Tenant of such disapproval, the Tenant will promptly repair or remove such sign. Rust staining is a reason for disapproval.

m. Tenant is responsible for providing electrical power to the sign as well as time clocks or photocells.

n. Tenant's contractor must be a licensed sign contractor by the Arizona Registrar of Contractors and provide proof of liability insurance in excess of $1,000,000 and coverage at owner's request.

o. Any signage not specifically identified in this Sign Package shall conform to City Ordinance Standards. Shops at Serafina reserves the right to amend the Sign Package.

IX SIGN DRAWING REQUIREMENTS:

a. Each tenant (or representative) must submit three (3) sets of original scale drawings of proposed signs for approval by Landlord or his appointed agent. Each drawing will accurately depict the color of the sign and its copy and the quantity requested.

b. Materials, thickness of materials, finishes and colors shall be included in the drawing specification.

c. A side view of letters and their attachment method shall be required.

d. Sign area will be computed according to City of Goodyear sign code methods.

e. The drawing must be accurate to scale in its depiction of the signs on the building façade, window area or sign panels. Color digital photos of tenant façade or ground sign panels with copy super imposed shall be required

XI SIGN APPROVAL PROCEDURE:

a. The Landlord or its Authorized Agent shall review all plan drawings of proposed signage and return marked "Approved", "Approved as noted" or "Revise and Resubmit".

b. "Approved" drawings will permit the Tenant to proceed with sign fabrication and installation in accordance with drawings, subject only to City of Goodyear permits.

c. "Approved as Noted" drawings will permit the Tenant to proceed with sign fabrication and installation, provided the modifications noted are incorporated into the design.

d. "Revised and Resubmit" drawings will be returned to Tenant with comments. These drawings shall be revised and resubmitted for Owner or its Authorized Agent's approval within ten days of their return to Tenant.

e. Signs installed without written approval by Landlord or its Authorized Agent may be subject to removal and proper reinstallation at tenant's expense. Damages may be assessed to cover the cost of repairs to the building or removal of signage resulting from unapproved installation.

For questions regarding these criteria or to receive a competitive bid, please contact our sign consultant:

Steve Nelsen (602) 272-9356
Bootz & Duke Sign Company
4028 W. Whitton Ave.
Phoenix, AZ 85019
(602) 272-9356 Office (602) 272-4608 Fax
e-mail: steve@bootzandduke.com

MANUFACTURE AND INSTALL ONE(1) MULTI-TENANT MONUMENT WITH CENTER ID
SCALE: 1/2"=1'-0"

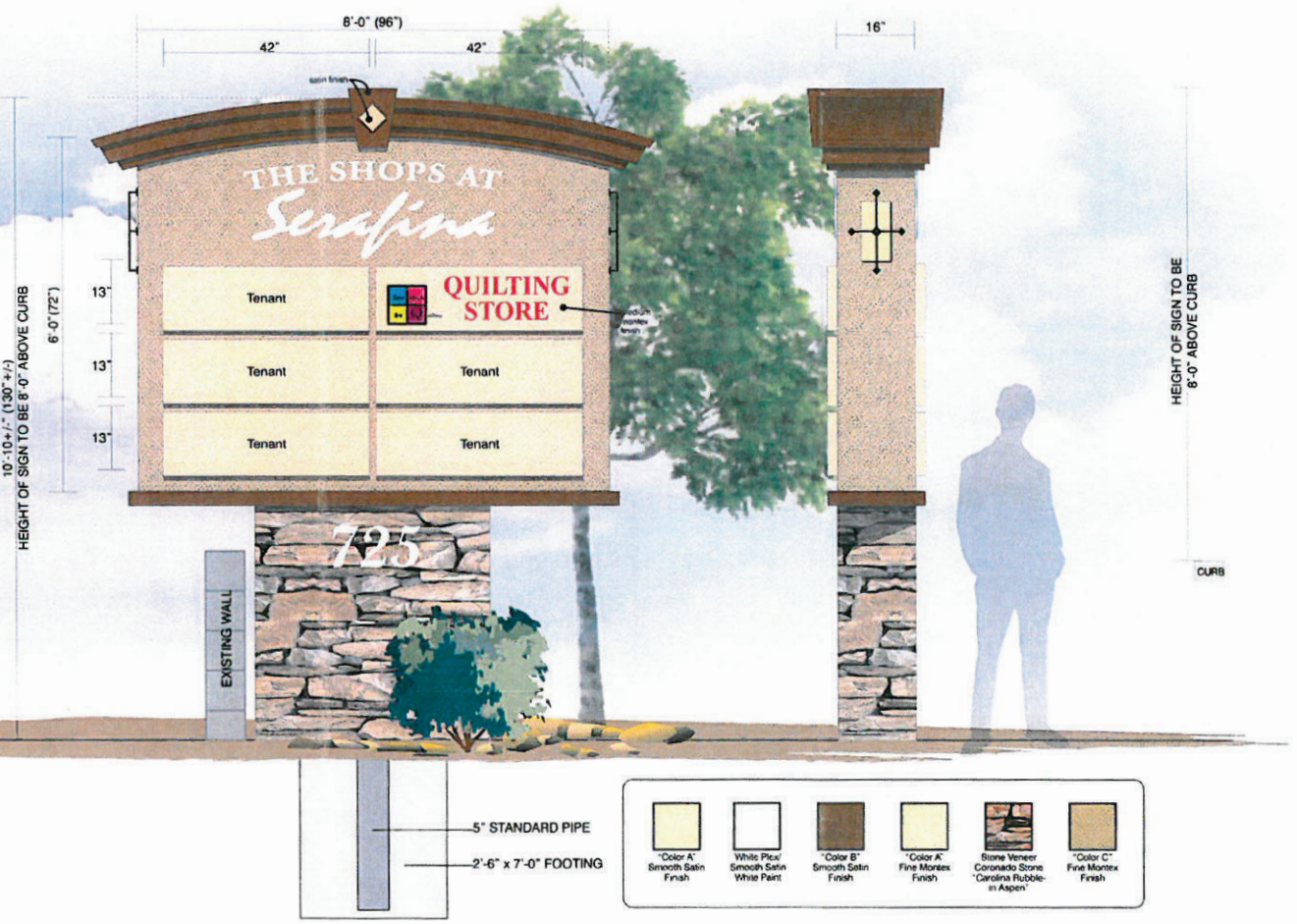
CONSTRUCTION:
- ALUMINUM FRAMED STRUCTURE SKINNED WITH .090" ALUMINUM PAINTED AND TEXTURED TO MATCH BUILDING COLORS
- ½" PUSH THRU WHITE ACRYLIC BACKED UP WITH 3/16" CLEAR ACRYLIC

ILLUMINATION:
- CWHO FLUORESCENT LAMPS SPACED AS NECESSARY FOR AMPLE ILLUMINATION

INSTALLATION:
- AT CUSTOMER SPECIFIED LOCATION ON ASA APPROVED PIPE AND FOOTER

PROPOSED SIGN LOCATION





All Signs Shall Be Installed In Accordance With N.E.C. Article 600

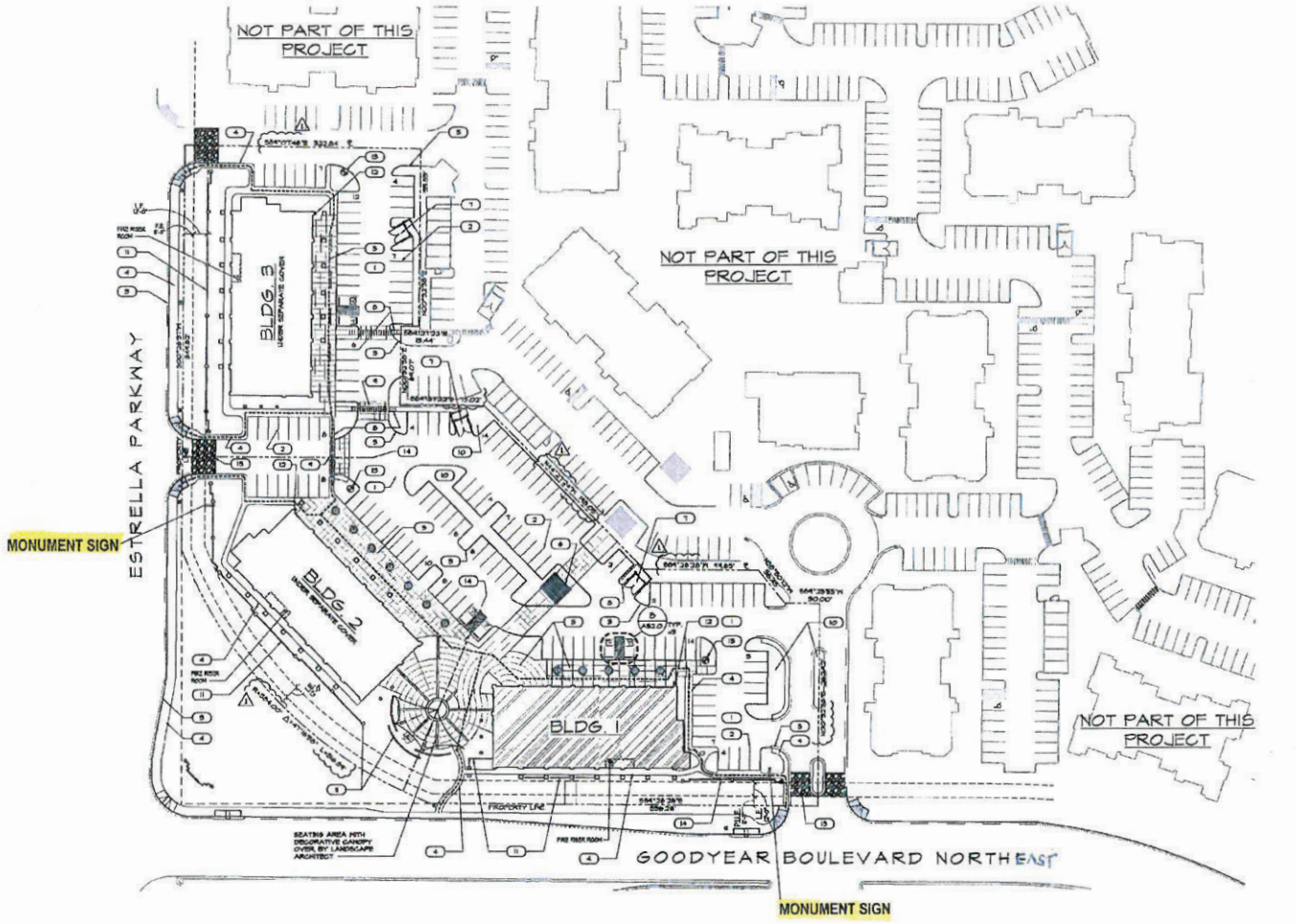
Engineering Specifications	Electrical Specifications
All Signs Fabricated as per A.S.A. Specifications & 2012 I.B.C.	All Signs Fabricated as per 2011 N.E.C. Specifications

BOOTZ & DUKE Signs
4028 W. Whitton Ave. - Phoenix, AZ - 85019
P: (602) 272-9356 F: (602) 272-4608
www.bootzandduke.com

Customer:	Sew Much for Quilting	**Design #**	K-2068-15
Address:	Estrella and Goodyear	**Date:**	January 12, 2015
Salesman:	Steve Nelsen	**Revision:**	[0]~ Date
Designer:	AVMorales II (Revised by Kenney Welker)	**Page:**	1 of 1

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NOTE: ALL SIGNS MANUFACTURED BY BOOTZ AND DUKE SIGNS ARE 120 VOLT ANY OTHER VOLTAGE REQUIREMENTS MUST BE IN WRITING.



SCALE: 1" = 100'-0"

BOOTZ & DUKE Signs
4926 W. Whitton Ave. - Phoenix, AZ - 85019
P: (602) 272-9356 F: (602) 272-4608
www.bootzandduke.com

Customer: Shops at Serafina	**Design #** K-2105-14
Address: Goodyear, AZ	**Date:** May 9, 2014
Salesman: Steve Nelsen	**Revision:** [0]~ Date
Designer: Kenney Welker	**Page:** 1 of 1

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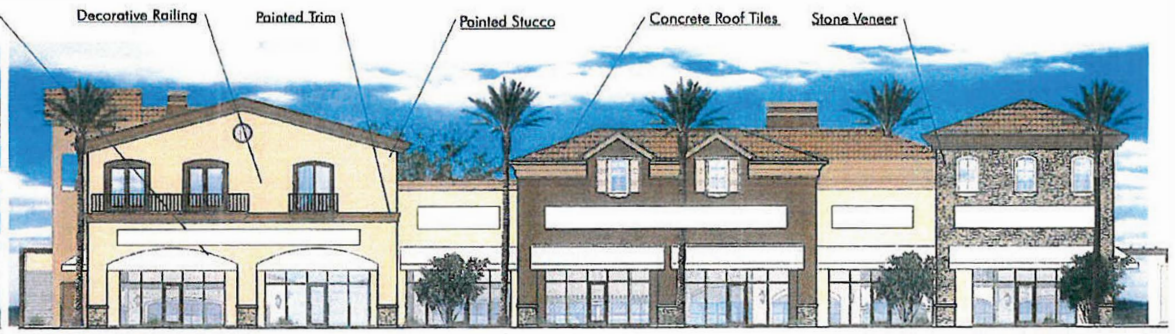
NOTE: ALL SIGNS MANUFACTURED BY BOOTZ AND DUKE SIGNS ARE 120 VOLT ANY OTHER VOLTAGE REQUIREMENTS MUST BE IN WRITING.

SIGN ENVELOPES

THE SIGN ENVELOPES DEPICTED MAY NOT ALL BE UTILIZED.
THEY ARE POTENTIAL LOCATION AND WILL VARY DEPENDING ON THE LEASE FOOTPRINTS
FINAL INSTALL LOCATIONS ARE DEPENDANT ON RECEIVING LANDLORD AND CITY OF GOODYEAR APPROVAL



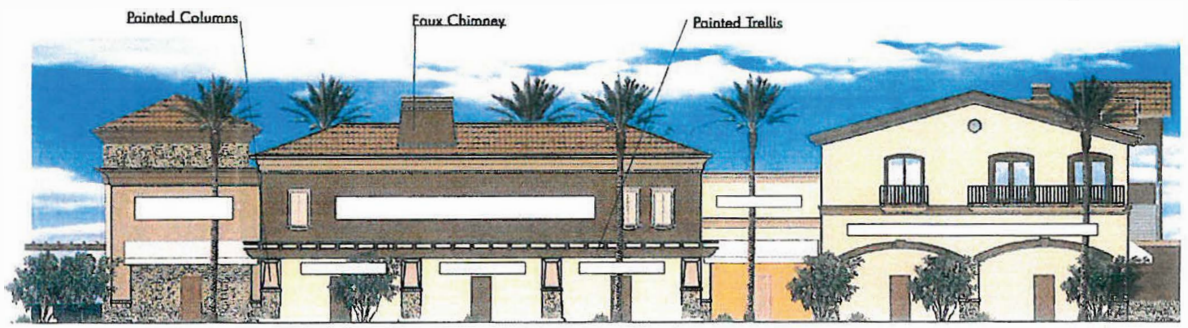
SHOPS 1 - EAST ELEVATION



SHOPS 1 - NORTH ELEVATION



SHOPS 1 - WEST ELEVATION



SHOPS 1 - SOUTH ELEVATION

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SHOPS 1 ELEVATIONS

PROJECT NO. 706084 JANUARY 30, 2007

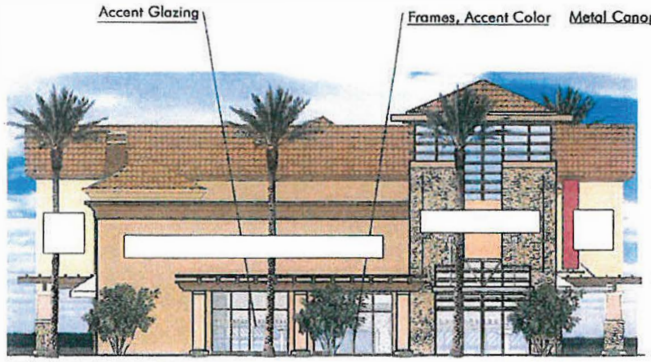
CENTERRA MIXED-USE

Goodyear, Arizona

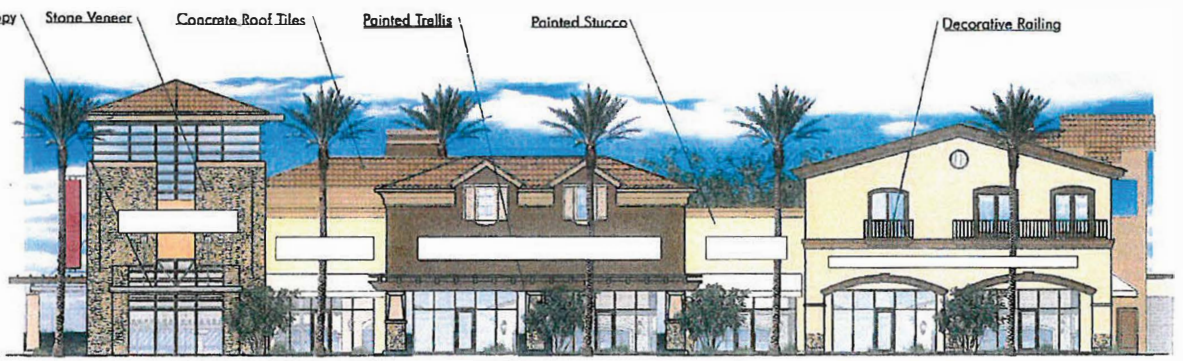
Perlman

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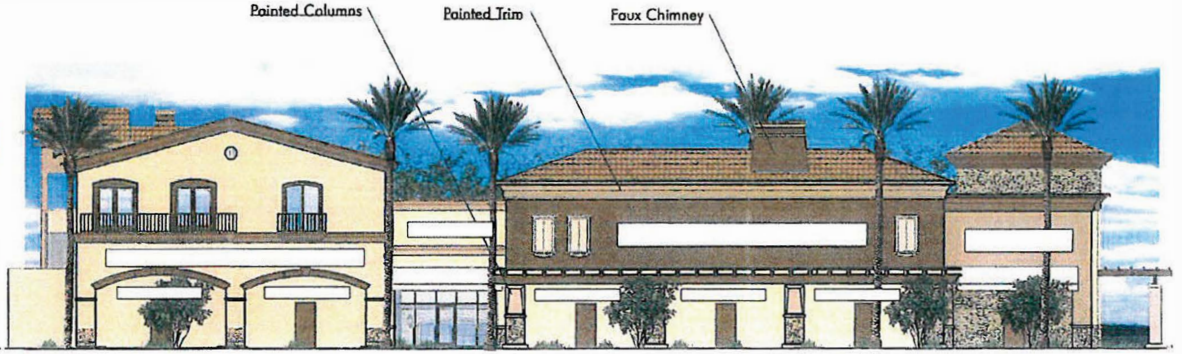
SHOPS 2- SOUTH ELEVATION



SHOPS 2- EAST ELEVATION



SHOPS 2- NORTH ELEVATION



SHOPS 2- WEST ELEVATION

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SHOPS 2 ELEVATIONS

PROJECT No. 706084 JANUARY 30, 2007

CENTERRA MIXED-USE

Goodyear, Arizona

Perlman

SIGN ENVELOPES

THE SIGN ENVELOPES DEPICTED MAY NOT ALL BE UTILIZED.
THEY ARE POTENTIAL LOCATION AND WILL VARY DEPENDING ON THE LEASE FOOTPRINTS
FINAL INSTALL LOCATIONS ARE DEPENDANT ON RECEIVING LANDLORD AND CITY OF GOODYEAR APPROVAL



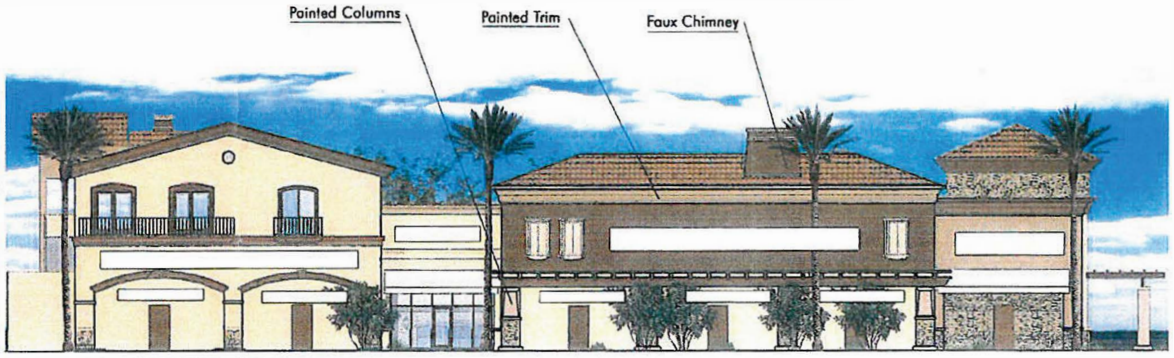
SHOPS 3- SOUTH ELEVATION



SHOPS 3- EAST ELEVATION



SHOPS 3- NORTH ELEVATION



SHOPS 3- WEST ELEVATION

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SHOPS 3 ELEVATIONS

PROJECT No. 706084 JANUARY 30, 2007

CENTERRA MIXED-USE

Goodyear, Arizona

Perlman

Attachment B - Aerial Photo

Aerial Photo Exhibit
Case No. P25-00166
Shops at Serafina CSP Amendment 2



PZ DATE: August 13, 2025
CC Date: August 25, 2025
CASE #: P25-00166

PLANNING AND ZONING ACTION REPORT

SUBJECT: RECOMMEND APPROVAL OF THE SECOND AMENDMENT TO THE COMPREHENSIVE SIGN PACKAGE FOR SHOPS AT SERAFINA

STAFF PRESENTER(S): Jimmy Carreon, Assistant Planner

SUMMARY

A request to amend the Comprehensive Sign Package Shops at Serafina, located on the northeast corner of Estrella Parkway and Goodyear Boulevard.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION:

Recommend approval of the Comprehensive Sign Package Shops at Serafina Amendment 2 dated July 2025 (the "Shops at Serafina CSP Amendment 2"), subject to stipulations. (Jimmy Carreon, Assistant Planner)

STIPULATIONS:

1. All signs shall be in conformance with the Shops at Serafina CSP Amendment 2, dated July 2025; and

2. Off-site signage is prohibited; and

3. No signage shall be placed within city rights-of-way.

FISCAL IMPACT:

There is no direct budget impact associated with the approval of the Shops at Serafina CSP Amendment 2.

BACKGROUND AND PREVIOUS ACTIONS:

The Shops at Serafina CSP Amendment 2 (Attachment A) applies to approximately 4 acres of mixed-use commercial and multi-family property as shown in Attachment B. The Shops at Serafina are located within the Centerra Final Planned Area Development ("Centerra PAD"), which was approved in 2002 with the adoption of Ordinance No. 02-794, encompassing

approximately 296 acres that are designated Planned Area Development (PAD) mixed uses. The intent of the Centerra PAD is to create a mixed-use environment with commercial and retail areas.

A comprehensive sign package (CSP) for the Shops at Serafina was created and previously amended once. The original CSP was approved in 2008, and the first amendment was approved in 2015. Both the original CSP and the first amendment were administratively approved because each followed all the requirements provided in Article 7 Sign Regulations of the Goodyear Zoning Ordinance.

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 second amended Shops at Serafina 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:

This request is to approve the Shops at Serafina CSP Amendment 2, which encompasses a 4-acre area within the Centerra PAD. The materials, color palette, and design theme detailed in the existing Shops at Serafina CSP will remain unchanged. However, the proposed Serafina CSP Amendment 2 allows for an increase to window vinyl signage that exceeds the current window vinyl signage standards within the existing Shops at Serafina CSP.

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. **Window Vinyl Signage Increase**
   The Shops at Serafina CSP Amendment 2 proposes to increase window vinyl signage, allowing 50% of the total area of tenant windows to be covered with tenant vinyl sign graphics. The window vinyl signage request is a deviation from the current maximum 25% total aggregate window signage allowance, as stated in the current CSP and Article 7-8-B-12-a Sign Regulations of the Goodyear Zoning Ordinance.

Evaluation Criteria:

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

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

topography, traffic volumes, traffic speeds, visibility ranges, copy size and impact on adjacent property.

The Shops at Serafina CSP Amendment 2 proposes to increase tenant window vinyl signage, allowing for 50% of total aggregate window to be covered by vinyl signage. The applicant believes the increase in window vinyl signage will provide tenants with greater visibility to a passerby. Staff find the proposed size increase of the intended window vinyl signage appropriate and supportable.

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

   The Shops at Serafina CSP Amendment 2 window vinyl sign locations are intended to provide 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 comprehensive sign package shall be harmonious with and enhance the architecture and theme of the specific development in which the signs are located. Compatibility with the specific development shall include the use of complementary colors, materials and architectural style.

   The window vinyl signage design, colors and materials for tenant users will be enhanced to utilize their color and branding design elements. The design, colors, and materials of all other sign elements within the development have not been altered. Staff find the proposed Shops at Serafina CSP Amendment 2 intended design elements are considered appropriate and supportable.

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

   The subject property is a mixed-use area that includes commercial and multi-family development. The proposed signage 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. There are also other CSPs throughout the city which allow window vinyl signage to be 50% of the total aggregate of windows. As such, staff find the intended signage will not adversely affect any adjacent land uses and is therefore appropriate and supportable.

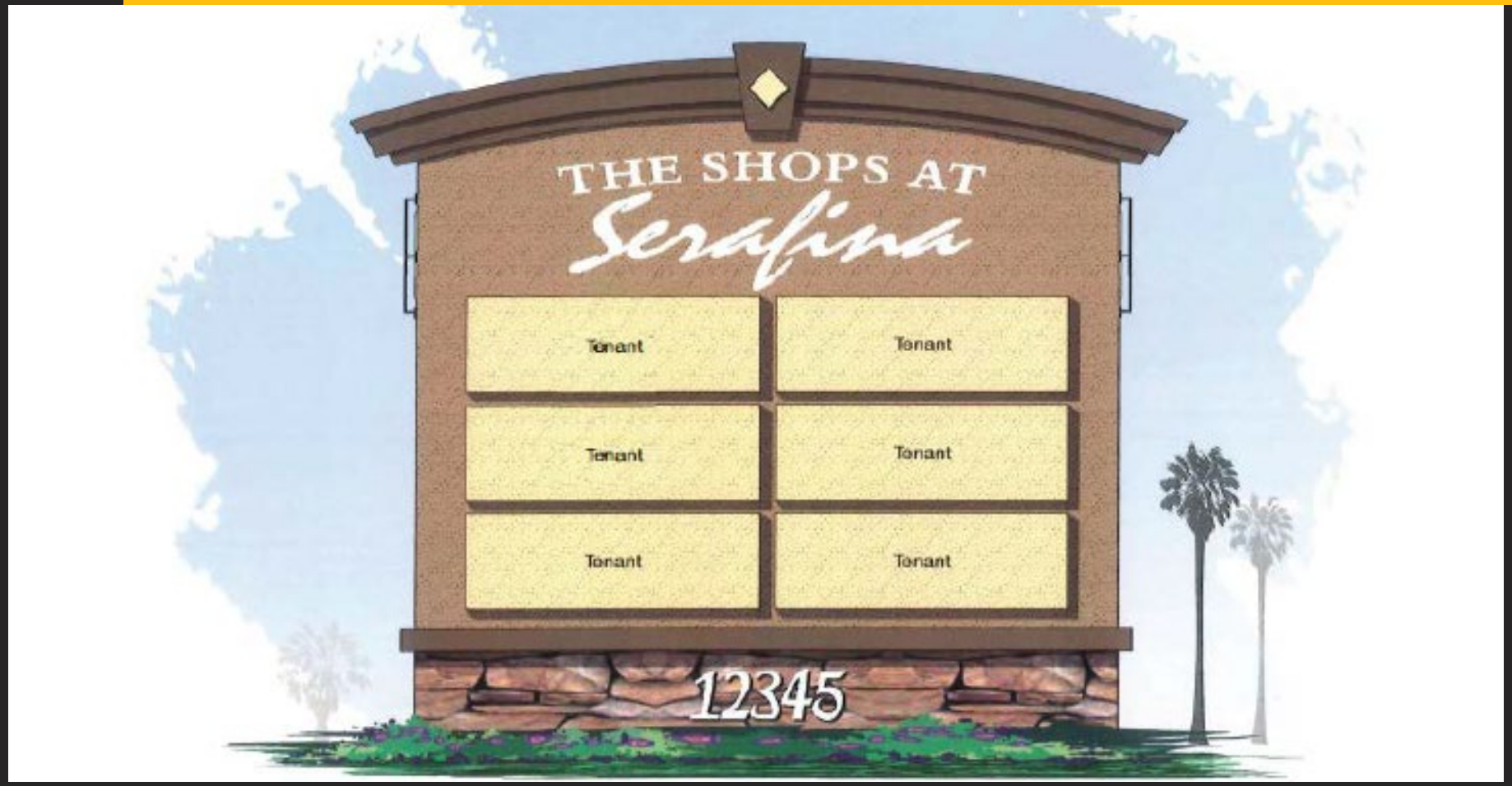
Staff Findings:

The request to approve the Shops at Serafina CSP Amendment 2 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 1 – Planning and Zoning Commission Staff Report
Attachments A-B

Shops at Serafina Comprehensive Sign Package (CSP)
CSP Amendment



Site Overview

Shops at Serafina Comprehensive Sign Package (CSP)

- Planned Area Development (PAD)
- 4-acre site
- Amendment #2



Shops at Serafina Comprehensive Sign Package (CSP)

Window Vinyl Signage Increase

Current Standard:

1. 25% total aggregate tenant vinyl sign graphics



Proposed Standard:

1. 50% total aggregate tenant vinyl sign graphics



Shops at Serafina Comprehensive Sign Package (CSP)
Window Vinyl Signage Example

Example:

- 50% window signage standard applied



Shops at Serafina Comprehensive Sign Package (CSP)

CSP Amendment

Recommendation:

Approve the second amendment to the Shops at Serafina Comprehensive Sign Package, subject to stipulations.

ITEM #: 11.
DATE: 08/25/2025
AI #:2718

CITY COUNCIL ACTION REPORT

SUBJECT: ADOPTION OF RESOLUTION APPROVING THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR FULTON HOMES AT BALLPARK VILLAGE

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

SUMMARY

The Amended and Restated Development Agreement for Ballpark Village (the “Amended and Restated DA”) requires Fulton Homes Corporation to construct infrastructure improvements to Yuma Road, including associated medians, traffic signal, and an arch culvert crossing over Bullard Wash. The Amended and Restated DA requires the establishment of an escrow account, funded by Fulton Homes Corporation and the City of Goodyear to pay for the costs related to the construction of the improvements. A copy of the Resolution and the Amended and Restated DA are included as Attachment A.

STRATEGIC PLAN ALIGNMENT





RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2483 APPROVING THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR FULTON HOMES AT BALLPARK VILLAGE. (Kini Knudson, Deputy City Manager)

FISCAL IMPACT

The City will incur costs related to the construction of W. Yuma Road, an arch culvert crossing over Bullard Wash and a traffic signal at the intersection of W. Yuma Road and S. Goodyear Boulevard East (the “Yuma Road Improvements”). The costs of the Yuma Road Improvements are shared by Fulton Homes Corporation (Fulton Homes), the City of Goodyear (City), and adjacent developments. The City will deposit its share of the Yuma Road Improvements, as approved by the City Engineer, into an escrow account that will fund construction. The funding of an escrow account related to the Yuma Road Improvements will allow Fulton Homes to complete the construction without delayed reimbursement. Fulton Homes and the City will each deposit their respective shares of the construction costs into the escrow account, and the City will also deposit in-lieu contributions collected by the City from adjacent developments. In

the future, the City will collect future in-lieu contributions from adjacent developments at the time of development, which will offset the City's share of the construction costs.

To date, the City has collected in-lieu contributions in the amount of $1,445,132. Additionally, an in-lieu contribution in the amount of $2,184,352 is expected with future development.

The City has budgeted $10,000,000 in fiscal year 2026 (FY26) to fund the escrow account. An Engineer's Estimate of Probable Cost provided by Fulton Homes estimates the project cost to be $14,169,416.16, of which the City's contribution is expected to be approximately $6,356,561.

BACKGROUND AND PREVIOUS ACTIONS

On April 18, 2022, Council adopted Ordinance No. 2022-1535, re-zoning approximately 156 acres generally located southeast of the intersection of Estrella Parkway and Yuma Road to Planned Area Development (PAD) Zoning District to be developed in accordance with the Fulton Homes at Ballpark Village PAD.

On January 23, 2023, Council adopted Ordinance No. 2023-1567, amending the PAD Zoning District to be developed in accordance with the Fulton Homes at Ballpark Village 1st Amended PAD.

On April 10, 2023, Council adopted Resolution No. 2023-2302, and entered into a Development Agreement for Fulton Homes at Ballpark Village, recorded in the official records of the Maricopa County Recorder as Document No. 2023-0187535 (the "Original DA"), that intended to address Fulton Homes' obligations to construct Yuma Road, an arch culvert or bridge over Bullard Wash (the "Yuma Road Bridge"), and a traffic signal at the intersection Goodyear Boulevard East as well as the City's obligation to reimburse Fulton Homes for a portion of the costs incurred in constructing the Yuma Road Improvements.

STAFF ANALYSIS

Under applicable development regulations and conditions of approval/stipulations related to the zoning of the Fulton Homes at Ballpark Village, Fulton Homes is required to dedicate right-of-way; construct infrastructure improvements, unless constructed by others; make in-lieu payments for infrastructure improvements for which the owner was otherwise required to construct but were constructed by others; and make in-lieu payments for infrastructure improvements for which Owner was not 100% responsible.

The property being developed is known as Fulton Homes at Ballpark Village, and is south of W. Yuma Road between Estrella Parkway and the western boundary of the Bullard Wash. The Original DA obligated Fulton Homes to construct the Yuma Road Improvements and divided Fulton Homes' responsibilities into improvements. Fulton Homes was required to construct and were not eligible for reimbursement and those improvements that would be subject to reimbursement by the City.

The Amended and Restated DA has the same infrastructure improvements as the Original DA. However, the Amended and Restated DA will utilize an escrow account to fund and construct the Yuma Road Improvements, which is more appropriate than the reimbursement method contemplated in the Original DA. The Amended and Restated DA requires each party to deposit an amount equal to their portion of the costs of the Yuma Road Improvements as identified in a final cost estimate that will be approved by the City Engineer.

The Amended and Restated DA establishes and identifies the following responsibilities for each party:

Fulton Homes' Responsibilities:

- Update the preliminary cost estimate to reflect the final estimated cost of the improvements based on a general contractor that is to be mutually agreed to by Fulton Homes and the City plus an additional twenty percent (20%) contingency amount to cover unanticipated additional costs.
- Fund an escrow account for Fulton Homes' share of improvements to Yuma Road and cause construction of improvements to Yuma Road per the City-approved final construction plans.
- Fund an escrow account for Fulton Homes' share of the Yuma Road Bridge and cause construction of the Yuma Road Bridge as an arch culvert crossing over the Bullard Wash on Yuma Road as well as the associated temporary bypass road, grading/earthworks, headwalls, twenty foot (20') wide trail, riprap/shotcrete, and low flow channels within the Bullard Wash per the City-approved final construction plans.
- Fund an escrow account for Fulton Homes' share of a traffic signal at the intersection of Goodyear Boulevard East and Yuma Road and cause construction of the traffic signal per the City-approved final construction plans
- Convey necessary right-of-way to the City.
- Provide financial assurances for the estimated costs of improvements.
- Manage construction and submit disbursement requests for escrowed funds.

City Responsibilities:

- Fund an escrow account for 100% of the estimated cost to construct the north half of Yuma Road between the west side of the intersection with Goodyear Boulevard East to the centerline of the Bullard Wash and full street improvements to Yuma Road to a point that is approximately 550 feet east of the centerline of the Bullard Wash.
- Fund an escrow account for 75% of the estimated cost to construct the Yuma Road Bridge.
- Fund an escrow account for 50% of the estimated cost to construct a traffic signal at the intersection of Goodyear Boulevard East and Yuma Road.
- Acquire temporary construction easements.
- Endeavor to cause any and all existing utilities in conflict with the improvements to be relocated.
- Provide expedited plan reviews and reimburse Fulton Homes for expedited review fees.
- Monitor disbursements from the escrow account.

Staff is recommending the approval of Resolution No. 2025-2483 approving the Amended and Restated Development Agreement for Fulton Homes at Ballpark Village.

Attachments

Attachment A – Resolution No. 2025-2483 with Exhibit

RESOLUTION NO. 2025-2483

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR FULTON HOMES AT BALLPARK VILLAGE.

WHEREAS, Fulton Homes Corporation, an Arizona corporation ("Fulton Homes") owns approximately 156 acres of land generally located at the southeast corner of S. Estrella Parkway and W. Yuma Road commonly known as Fulton Homes at Ballpark Village (the "Property"); and

WHEREAS, on April 18, 2022, the Mayor and City Council adopted Ordinance No. 2022-1535, re-zoning the Property to the Planned Area Development (PAD) Zoning District to be developed in accordance with the Fulton Homes at Ballpark Village Planned Area Development as amended by the stipulations of approval set forth in Ordinance No. 2022-1535; and

WHEREAS, on January 23, 2023, the Mayor and City Council adopted Ordinance No. 2023-1567, amending the PAD Zoning District for the Property to be developed in accordance with the Fulton Homes at Ballpark Village 1st Amended PAD as amended by the stipulations set forth in Ordinance No. 2023-1567; and

WHEREAS, Fulton Homes, as the owner of the Property, is required to dedicate various property interests, construct various infrastructure improvements unless constructed by others and make various in-lieu payments; and

WHEREAS, the City is desirous of minimizing scalloped streets and of avoiding disruptions to the traveling public that result from the piecemeal construction of major arterials such as W. Yuma Road; and

WHEREAS, Fulton Homes is willing to construct various improvements including a bridge or culvert over Bullard Wash on W. Yuma Road, a full traffic signal at the intersection of W. Yuma Road and S. Goodyear Boulevard East and road improvements to sections of Yuma Road that are not along the frontage of its Property subject to the City funding all or portions of the construction of such improvements; and

WHEREAS, on April 10, 2023, the Mayor and City Council adopted Resolution No. 2023-2302 and entered into a Development Agreement for Fulton Homes at Ballpark Village, recorded in the official records of Maricopa County Recorder as Document No. 2023-0187535 (the "Original Agreement"); and

WHEREAS, the Original Agreement intended to address Fulton Homes' and the City's obligations with respect to the required improvements to W. Yuma Road, the bridge or culvert over the Bullard Wash, and the traffic signal at the intersection of W. Yuma Road and S. Goodyear Boulevard East and the City's obligation to reimburse Fulton Homes for a portion of the costs incurred in constructing such improvements after the improvements were constructed; and

WHEREAS, certain costs related to the required improvements to W. Yuma Road, the bridge or culvert over the Bullard Wash, and the traffic signal at the intersection of W. Yuma Road and S. Goodyear Boulevard East have increased significantly since Fulton Homes and the City entered into the Original Agreement; and

WHEREAS, Fulton Homes and the City now desire to amend and restate the Original Agreement in its entirety in order to establish a more appropriate means to provide for the funding and construction of the infrastructure improvements in the Amended and Restated Development Agreement for Fulton Homes At Ballpark Village; and

WHEREAS, the Amended and Restated Development Agreement for Fulton Homes At Ballpark Village will now require the City and Fulton Homes to fund an escrow account that will be used to disburse amounts for the construction of the infrastructure improvements; and

WHEREAS, Fulton Homes and the City intend the Amended and Restated Development Agreement for Fulton Homes At Ballpark Village to be a development agreement within the meaning of A.R.S. § 9-500.05 that binds Fulton Homes and all future owners of all or any portion of the Property.

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

SECTION 1. The Mayor and Council of the city of Goodyear find the approval of the Amended and Restated Development Agreement for Fulton Homes At Ballpark Village, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, to be in the best interest of the City of Goodyear, and hereby approve the Amended and Restated Development Agreement for Fulton Homes At Ballpark Village.

SECTION 2. The City Manager or designee is hereby authorized and directed to execute the Amended and Restated Development Agreement for Fulton Homes At Ballpark Village attached hereto as Exhibit 1.

SECTION 3. The City Manager or designee is hereby authorized and directed to take any and all actions and to execute all the documents necessary to carry out the intent of this Resolution and the terms of the Amended and Restated Development Agreement for Fulton Homes At Ballpark Village.

SECTION 4. Unless referred to the voters as provided by law, Resolution 2025-2483 shall be effective thirty (30) days after its adoption by the Mayor and Council of the City of Goodyear. If referred to the voters, Resolution 2025-2483 shall become effective as provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 25th day of August, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Exhibit 1

Amended and Restated Development Agreement for Fulton Homes at Ballpark Village

WHEN RECORDED, RETURN TO:
City of Goodyear, Arizona
City Clerk
1900 North Civic Square
Goodyear, Arizona 85395

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR
FULTON HOMES AT BALLPARK VILLAGE

This Amended and Restated Development Agreement for Fulton Homes at Ballpark Village (the "Agreement") by and between Fulton Homes Corporation, an Arizona corporation ("Owner") and the City of Goodyear, an Arizona municipal corporation ("City") is entered into this ____ day of August, 2025.

RECITALS

A. WHEREAS, Owner owns approximately 156 acres of land generally located at the southeast corner of S. Estrella Parkway and W. Yuma Road commonly known as Fulton Homes at Ballpark Village as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference as if fully set forth herein (the "Property").

B. WHEREAS, on April 18, 2022, the Mayor and City Council adopted Ordinance No. 2022-1535, re-zoning the Property to the Planned Area Development (PAD) Zoning District to be developed in accordance with the Fulton Homes at Ballpark Village Planned Area Development (March 2022) as amended by the conditions and stipulations of approval set forth in Ordinance No. 2022-1535.

C. WHEREAS, on January 23, 2023, the Mayor and City Council adopted Ordinance No. 2023-1567, amending the Planned Area Development (PAD) Zoning District for the Property to be developed in accordance with the Fulton Homes at Ballpark Village 1st Amended Planned Area Development (January 2023) as amended by the conditions and stipulations of approval set forth in Ordinance No. 2023-1567.

D. WHEREAS, pursuant to the terms of Ordinance No. 2023-1567, the Owner of the Property is required to dedicate various property interests, construct various infrastructure improvements unless constructed by others, and make various in-lieu payments including, but not limited to, the following:

a. Owner is required to construct full half-street improvements for the south-half of the section of W. Yuma Road along or adjacent to the frontage of the Property required for a Scenic Arterial, as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for the construction of

½ the median and ½ median landscaping, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting.

b. If the W. Yuma Road improvements described above have been completed or are being completed by the others when development occurs on the Property, Owner is required to remit a reimbursement payment for the costs incurred in the design and construction of the W. Yuma Road improvements or the City Engineer's estimated costs of the W. Yuma Road improvements if the improvements have not been completed.

c. If requested by the City, Owner is required to construct full median with full median landscaping within the section of W. Yuma Road along or adjacent to the frontage of the Property subject to the City's reimbursement to Owner for 50% of the cost of constructing the full median with full median landscaping.

d. Unless Owner constructs the full median with full median landscaping within the section of W. Yuma Road along the frontage of the Property, Owner is required to remit to the City an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median within the section of W. Yuma Road along or adjacent to the frontage of the Property, based on the actual cost incurred if previously constructed by others, or based on the City Engineer's estimated cost.

e. Owner is required to either construct the full traffic signal, or remit to the City an in-lieu payment for a proportionate share of the costs of the full traffic signal at the intersection at W. Yuma Road and S. Goodyear Boulevard East. Owner is responsible for the costs of 50% of the full traffic signal (four legs) or for constructing the full traffic signal subject to a reimbursement from the City of 50% of the cost of the full traffic signal.

f. Owner is required to relocate or replace existing traffic signal improvements (the existing pole and mast arm) to its ultimate locations at the southeast corner of the intersection of S. Estrella Parkway and W. Yuma Road and to make any necessary modifications to mast arm, pedestrian push button poles, ADA ramps, or other improvements impacted by widening of W. Yuma Road and S. Estrella Parkway to their ultimate configurations.

g. Unless Owner constructs a bridge or culvert over Bullard Wash on W. Yuma Road pursuant to the terms of a development agreement with the City, Owner is required to remit an in-lieu payment representing 25% of the full cost of the bridge or culvert.

E. WHEREAS, the City is desirous of minimizing scalloped streets and of avoiding disruptions to the traveling public that results from the piecemeal construction of major arterials such as W. Yuma Road.

F. WHEREAS, subject to the terms and conditions set forth in this Agreement, Owner is willing to undertake the construction of certain infrastructure improvements for which Owner would not be responsible for constructing and/or for which Owner is only partially responsible.

G. WHEREAS, this Agreement is intended to address the Parties' obligations with respect to the required improvements to W. Yuma Road, the bridge or culvert over the Bullard Wash, and the traffic signal at the intersection of W. Yuma Road/S. Goodyear Boulevard East.

H. WHEREAS, for that purpose, the Parties previously entered into that certain Development Agreement for Fulton Homes at Ballpark Village dated April 10, 2023, recorded in the official records of the Maricopa County, Arizona Recorder as Document No. 2023-0187535 (the "Original Agreement").

I. WHEREAS, the Parties now desire to amend and restate the Original Agreement in its entirety in order to establish a more appropriate means to provide for the funding and construction of the subject infrastructure improvements.

J. WHEREAS, the Parties intend this document to be a Development Agreement within the meaning of A.R.S. § 9-500.05.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION OF RECITALS.** The Parties hereby adopt and incorporate, as if fully set forth herein, the Recitals stated above.

2. **DEFINITIONS:** Capitalized Terms not defined elsewhere in this Agreement are defined as follows:

2.1. "Bullard Wash" means the approximate three hundred foot (300') wide strip of land owned by the City that intersects with W. Yuma Road and contains the Bullard Wash drainage feature.

2.2. "City's Yuma Road Improvements" means; (i) the full half-street improvements for the north half of the section of W. Yuma Road from the west side of the intersection with S. Goodyear Boulevard East (including the intersection) to the centerline of the Bullard Wash, and (ii) full street improvements (both the north and south sides of W. Yuma Road) for the section of W. Yuma Road from the centerline of the Bullard Wash to approximately 550 feet (550') east of the centerline of the Bullard Wash, required for a scenic arterial as set forth in the Engineering Design Standards (as defined below) in effect when the improvements are constructed, including but not limited to the median and median landscaping, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. The City's Yuma Road Improvements also include the relocation of utilities as may be needed, as well as

City's pro-rata share of the associated Design Costs (as defined below). The City's Yuma Road Improvements are included in the Final Plans – Yuma Road Improvements (as defined below). The City's Yuma Road Improvements represent the portion of the W. Yuma Road improvements attributable to the Centerra Village property, as well as the properties at the southeast corner and the northeast corner of W. Yuma Road and the Bullard Wash.

2.3. "Design Costs" means all consultant, design, bonding and warranty costs incurred by Owner associated with the Escrow Funded Improvements (as defined below).

2.4. "Development Regulations" means all applicable laws, codes, ordinances, rules, regulations, standards, guidelines, conditions of approval, and the like governing the development of property within the City as they may be amended from time to time. This includes, by way of example but not limitation: the Building Codes and Regulations (currently Chapter 9 of the Goodyear City Code), the Subdivision Regulations adopted by the City (currently Chapter 15 of the Goodyear City Code), the City's Zoning Ordinance, the City of Goodyear's Design Guidelines Standards, the City of Goodyear Engineering Design Standards and Policies (the "Engineering Design Standards") as they all may be adopted and amended from time to time; ordinances rezoning the Property, including stipulations and conditions of approval thereto; and stipulations; and conditions of approvals of approved preliminary and final plats for the Property.

2.5. "Escrow Agent" means a qualified escrow agent from a title insurance company with a local office, mutually agreed upon by Owner and City.

2.6. "Escrow Funded Improvements" means; (i) the Fulton Homes Yuma Road Improvements – Phase 2 (as defined below), (ii) the City's Yuma Road Improvements, (iii) the Yuma Road Bridge (as defined below), and (iv) the Goodyear Blvd/Yuma Road Traffic Signal (as defined below), all of which are subject to the funding requirements in Section 8 of this agreement.

2.7. "Final Cost Estimate" means the updated Preliminary Cost Estimate (as defined below) approved by the City Engineer or his/her designee as set forth in Section 6.6 below.

2.8. "Final Plans – Goodyear Blvd/Yuma Road Traffic Signal" means the City approved final construction plans for the Goodyear Blvd/Yuma Road Traffic Signal (as defined below), which shall generally be in conformance with the improvement plans titled Yuma Rd & 153rd Ave Traffic Signal Plan, prepared by Wright Engineering Corporation and dated October 14, 2024.

2.9. "Final Plans - Yuma Road Improvements" means the final construction plans for the improvements to W. Yuma Road consisting of; (i) the City's Yuma Road Improvements, (ii) the Yuma Road Bridge (as defined below), and (iii) the Fulton Homes Yuma Road Improvements – Phase 2 (as defined below), prepared by EPS Group and approved by the City in February 2025, a detailed list of which is attached hereto as **Exhibit B** and incorporated herein by this reference. The Final Plans – Yuma Road Improvements and the Final Plans – Goodyear Blvd/Yuma Road Traffic Signal are collectively referred to herein as the "Final Plans".

2.10. "Fulton Homes Yuma Road Improvements – Phase 1" means the full half-street improvements for the south-half of the section of W. Yuma Road along or adjacent to the frontage of the Property between S. Estrella Parkway and the east side of the intersection with S. Goodyear Boulevard East (including the intersection) required for a scenic arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed, except for the construction of ½ the median and ½ median landscaping, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. The Fulton Homes Yuma Road Improvements – Phase 1 also includes the relocation of utilities, including undergrounding of utilities (as may be required) and the relocation of existing traffic signal infrastructure at the intersection of S. Estrella Parkway and W. Yuma Road, as may be needed for the construction of the full street improvements (north half and south half) for the section of W. Yuma Road from S. Estrella Parkway to the east side of the intersection with S. Goodyear Boulevard East (including the intersection)required for a scenic arterial. The Fulton Homes Yuma Road Improvements – Phase 1 are not included in the Final Plans – Yuma Road Improvements.

2.11. "Fulton Homes Yuma Road Improvements – Phase 2" means the full half-street improvements for the south-half of the section of W. Yuma Road along or adjacent to the frontage of the Property from the east side of the intersection with S. Goodyear Boulevard East to the centerline of the Bullard Wash for a scenic arterial as set forth in the Engineering Design Standards in effect when the improvements are constructed including, but not limited to the construction of ½ the median and ½ median landscaping, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting. The Fulton Homes Yuma Road Improvements – Phase 2 also includes the relocation of utilities as may be needed for the construction of the full half-street improvements for south-half of the section of W. Yuma Road from the east side of the intersection with S. Goodyear Boulevard East to the centerline of the Bullard Wash required for a scenic arterial, as well as Owner's pro-rata share of the associated Design Costs. The Fulton Homes Yuma Road Improvements – Phase 2 are included in the Final Plans – Yuma Road Improvements.

2.12. "Goodyear Blvd/Yuma Road Traffic Signal" means a full traffic signal (traffic signal improvements at all four corners of the intersection) at the intersection of the S. Goodyear Boulevard East alignment and W. Yuma Road as required in the Engineering Design Standards in effect when the traffic signal is constructed, including all associated utility relocations and Design Costs. The Goodyear Blvd/Yuma Road Traffic Signal is not included in the Final Plans – Yuma Road Improvements but rather the Final Plans – Goodyear Blvd/Yuma Road Traffic Signal.

2.13. "Parties" means Owner and the City collectively.

2.14. "Party" means Owner or the City individually.

2.15. "Phase 1A Property" means the portion of the Property identified as Phase 1A in Sheet 1 of the Fulton Homes Ballpark Village Phasing Plan, attached hereto as **Exhibit C**, which is the area in red.

2.16. "Phase 1B Property" means the portion of the Property identified as Phase 1B in Sheet 1 of the Fulton Homes Ballpark Village Phasing Plan, attached hereto as **Exhibit C**, which is the area in light blue.

2.17. "Phase 2 Property" means the portion of the Property identified as Phase 2 in Sheet 1 of the Fulton Homes Ballpark Village Phasing Plan, attached hereto as **Exhibit C**, which is the area in yellow.

2.18. "Phase 3 Property" means the portion of the Property identified as Phase 3 in Sheet 1 of the Fulton Homes Ballpark Village Phasing Plan, attached hereto as **Exhibit C**, which is the area in green.

2.19. "Preliminary Cost Estimate" means the Yuma Road Improvements Cost Estimate prepared by EPS Group, dated February 26, 2025, a copy of which is attached hereto as **Exhibit D** and incorporated herein by this reference as if fully set forth herein. The Preliminary Cost Estimate outlines the current estimated Design Costs and construction costs of the Escrow Funded Improvements.

2.20. "Successors and Assigns" means any person or entity that succeeds to or is assigned any interest in all or part of the Property except as provided in Section 13 below.

2.21. "Yuma Road Bridge" means; (i) an arch culvert crossing over the Bullard Wash on W. Yuma Road that can convey up to the 100-year peak flow under W. Yuma Road, that is designed to meet the minimum City standards applicable to such structures and the drainage standards in effect at the time of development, and (ii) the associated temporary bypass road, grading/earthworks, headwalls, 20 foot (20') wide trail, riprap/shotcrete, and low flow channels within the Bullard Wash. The Yuma Road Bridge also includes the relocation of utilities as may be needed, as well as the associated pro-rata share of the Design Costs (including LOMR costs). The Yuma Road Bridge is included in the Final Plans – Yuma Road Improvements.

3. **EFFECTIVE DATE.** The execution of this Agreement by the Parties and the approval of this Agreement by Resolution of the City Council as provided in Section 26 below are conditions precedent to this Agreement becoming effective. This Agreement shall take effect upon the later of (i) the full execution of this Agreement by the Parties, and (ii) the date the Resolution approving this Agreement becomes effective, such later dated hereafter defined as the "Effective Date."

4. **EXPIRATION DATE.** This Agreement shall expire after the obligations of the Parties have been fully satisfied, at which time the Parties shall execute and cause to be recorded a formal termination of this Agreement following the written request by Owner. Notwithstanding the foregoing, this Agreement may be terminated earlier upon the mutual agreement, in writing, executed by the Parties.

GENERAL DEVELOPMENT OBLIGATIONS

5. **OWNER'S GENERAL OBLIGATIONS.** The following General Obligations apply to the development of the Property:

5.1. OWNER'S OBLIGATION. Except as otherwise expressly provided in this Agreement, any stipulation of approval by the Mayor and City Council, and/or any other written agreement between the City and Owner approved by the Mayor and City Council, and as a condition of development of the Property, Owner shall, at its sole cost, purchase all capital equipment, and design, install, and construct all public infrastructure, within the boundaries of the Property and outside the boundaries of the Property as required in applicable Development Regulations, and as may be determined by the City Engineer or his/her designee as being reasonably necessary for the City to serve the Property based on approved studies and analysis required in the applicable Development Regulations, such as utility studies and traffic impact studies/analysis, at all phases of development through build-out. In addition, and except as otherwise expressly provided in this Agreement, any stipulation of approval by the Mayor and City Council, and/or any other written agreement between the City and Owner approved by the Mayor and City Council, and as a condition of development of the Property, Owner shall, at its sole cost convey, lien free, all rights-of-way and easements needed for the construction of public infrastructure Owner is required to construct.

5.2. DEVELOPMENT REGULATIONS. Except as otherwise expressly provided in this Agreement and subject to the terms and conditions of this Agreement, the Parties agree that the development of the Property shall be governed by the Development Regulations in effect as of the date of this Agreement or in effect when the specific development application is approved, whichever is later. For example, future applications for rezoning, future site plans, future plats, construction permits, and/or building permits shall be subject to the Development Regulations in effect when the application is approved.

5.3. REQUIREMENTS NOT ADDRESSED**.** The Parties acknowledge and agree that this Agreement addresses only certain issues with respect to the development of the Property and provides only those rights expressly set forth in this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Owner from constructing additional public or private infrastructure that may be required by Federal, State, County or City laws, ordinances, codes, rules, regulations, standards, guidelines, conditions of approval and the like, including by way of example but not limitation, infrastructure needed for drainage, internal roads, and emergency access roads. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Owner from complying with the City's requirements concerning the development process, including by way of example but not limitation, complying with procedures and processes governing submission requirements for zoning, preliminary subdivision plats, final subdivision plats and/or site plans, and paying all applicable costs, permit fees, development fees, application fees, and taxes.

5.4. FUTURE CONDITIONS AND APPROVALS. The Parties acknowledge and agree that this Agreement addresses only limited issues relative to the development of the Property and that the Agreement does not limit or preclude the City from imposing additional

restrictions, requirements, contributions, conditions or the like for the development of the Property that may be allowed by law, unless expressly addressed herein. The Parties agree that nothing in this Agreement shall be deemed to require the City to grant any future administrative or legislative approvals related to the development of the Property that would be in addition to those approvals the City has already provided to the Property as of the Effective Date of this Agreement provided, however, such approvals have not already expired or been terminated, do not expire or terminate pursuant to the terms of this Agreement, or are not revoked or terminated because of a breach of this Agreement. Regardless of whether the action or payment is provided for in this Agreement, the Parties acknowledge and agree that the City is not required to undertake any action or make any payments if any federal, state, or local law requires formal action and approval by the City Council before undertaking such action or payment until the City Council has taken the required formal action and has approved the action or payment. The Parties agree that nothing in this Agreement shall affect the City's legislative authority to approve or deny zoning or other development related applications, including applications for preliminary and/or final plats and/or site plans, or the City's legislative authority to impose conditions on the development of the Property. Finally, the Parties agree that except as otherwise expressly provided herein, nothing in this Agreement shall restrict the Owner's rights to object to and pursue all legal remedies to obtain relief from any future conditions, stipulations, policies, procedures, resolutions or ordinances imposed by the City that Owner deems are illegal and/or beyond the scope of the City's statutory authority as applied to the Property.

6. **OWNER'S SPECIFIC OBLIGATIONS.** The following specific obligations apply to the development of the Property with respect to Owner's obligations for the Fulton Homes Yuma Road Improvements – Phase 1 (including the traffic signal at the intersection of W. Yuma Road/S. Estrella Parkway) and the Escrow Funded Improvements:

6.1. FULTON HOMES YUMA ROAD IMPROVEMENTS – PHASE 1. Owner's obligations for the Fulton Homes Yuma Road Improvements – Phase 1 are as follows:

6.1.1. Owner shall, at no cost to the City, convey to the City as right-of-way via a recorded plat or special warranty deed, the portion of the Property needed for construction of the Fulton Homes Yuma Road Improvements – Phase 1. The conveyance required herein shall be in fee, lien free, and free of all encumbrances unless expressly consented to by the City Engineer or his/her designee. The conveyance required herein shall be made prior to Owner causing the construction of the Fulton Homes Yuma Road Improvements – Phase 1 or upon the written request by the City, whichever is earlier.

6.1.2. Unless constructed or being constructed by others, Owner shall, at Owner's sole cost and expense, cause the construction of the Fulton Homes Yuma Road Improvements – Phase 1. Owner shall cause the construction of the Fulton Homes Yuma Road Improvements – Phase 1 as part of the off-site public infrastructure improvements that are required to be constructed with an approved and recorded final plat that includes all or part of the Phase 1A Property or the Phase 1B Property. Except for model homes, no temporary certificates of occupancy, permanent certificates of occupancy or certificates of completion shall be issued for any building located within the Phase 1A Property, Phase 1B Property or the Phase 2 Property until the Fulton Homes Yuma Road Improvements – Phase 1 have been completed and accepted

by the City Engineer or his/her designee, subject to completion of the two-year warranty period. The Fulton Homes Yuma Road Improvements – Phase 1 are not included in the Final Plans – Yuma Road Improvements and are not subject to the funding requirements of Section 8 below.

6.1.3. Owner shall remit an in-lieu payment for one-half the cost of a full median and one-half the cost of full-median landscaping for the median within the section of W. Yuma Road along or adjacent to the frontage of the Property between S. Estrella Parkway and the west side of the intersection with S. Goodyear Boulevard East. The in-lieu payment shall be one-half the actual costs incurred in the design and construction of the full median and full median landscaping if such improvements have been completed or the City Engineer's estimated costs of the improvements if the improvements have not been completed. The in-lieu payment required herein shall be paid prior to the recordation of the first final plat including all or part of the Phase 1A Property, or the Phase 1B Property or Phase 2 Property or the issuance of construction permits for work within the Phase 1A Property, or the Phase 1BProperty, whichever is earlier.

6.1.4. If the Fulton Homes Yuma Road Improvements – Phase 1 have been constructed or are being constructed by others when Owner seeks to record a final plat that includes all or part of the Phase 1A Property, or the Phase 1B Property, Owner shall remit an in-lieu payment for one hundred percent (100%) of the cost of the Fulton Homes Yuma Road Improvements – Phase 1. The in-lieu payment shall be the actual costs incurred in the design and construction of the Fulton Homes Yuma Road Improvements – Phase 1 if such improvements have been completed or the City Engineer's estimated costs of the improvements if the improvements have not been completed. The in-lieu payment required herein shall be paid prior to the recordation of the first final plat that includes any part of the Phase 1A Property, or the Phase 1B Property.

6.1.5. Unless the Fulton Homes Yuma Road Improvements – Phase 1 have been constructed or are being constructed by others, prior to recording a final plat that includes all or part of the Phase 1A Property, Phase 1B Property or all of the Phase 2 Property, Owner shall provide financial assurances in the full amount of the estimated cost of the Fulton Homes Yuma Road Improvements – Phase 1 and the financial assurances shall be in a form as required by the City of Goodyear Engineering Design Standards and Policies in effect at the time of plat recordation.

6.2. FULTON HOMES YUMA ROAD IMPROVEMENTS – PHASE 2. Owner's obligations for the Fulton Homes Yuma Road Improvements – Phase 2 are as follows:

6.2.1. Owner shall, at no cost to the City, convey to the City as right-of-way via a recorded plat or special warranty deed, the portion of the Property needed for construction of the Fulton Homes Yuma Road Improvements – Phase 2. The conveyance required herein shall be in fee, lien free, and free of all encumbrances unless expressly consented to by the City Engineer or his/her designee. The conveyance required herein shall be made prior to Owner causing the construction of the Fulton Homes Yuma Road Improvements – Phase 2 or upon the written request by the City, whichever is earlier.

6.2.2. Unless constructed or being constructed by others, Owner shall, at Owner's sole cost and expense, cause the construction of the Fulton Homes Yuma Road

Improvements – Phase 2. Owner shall cause the construction of the Fulton Homes Yuma Road Improvements – Phase 2 pursuant to the Final Plans – Yuma Road Improvements as part of the off-site public infrastructure improvements that are required to be constructed with an approved and recorded final plat that includes all or part of the Phase 2 Property and/or the Phase 3 Property. No residential building permits shall be issued (i) for more than fifty percent (50%) of the lots within the Phase 2 Property and (ii) within all of the Phase 3 Property, until the Fulton Homes Yuma Road Improvements – Phase 2 have been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period. If the Owner submits a revised phasing plan which subdivides the Phase 2 Property, no residential building permits shall be issued within any new phase or combination of phases of the subdivided Phase 2 Property that, individually or collectively, include more than fifty percent (50%) of the total lots within the Phase 2 Property until the Fulton Homes Yuma Road Improvements – Phase 2 have been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period. The Fulton Homes Yuma Road Improvements – Phase 2 are included in the Final Plans – Yuma Road Improvements and are subject to the funding requirements of Section 8 below.

6.2.3. If the Fulton Homes Yuma Road Improvements – Phase 2 have been constructed or are being constructed by others when Owner seeks to record a final plat that includes all or part of the Phase 2 Property and/or the Phase 3 Property, Owner shall remit an in-lieu payment for one hundred percent (100%) of the cost of the Fulton Homes Yuma Road Improvements – Phase 2. The in-lieu payment shall be the actual costs incurred in the design and construction of the Fulton Homes Yuma Road Improvements - Phase 2 if such improvements have been completed or the estimated costs of the improvements as reflected in the Preliminary Cost Estimate if the improvements have not been completed. The in-lieu payment required herein shall be paid prior to the recordation of the first final plat that includes any part of the Phase 2 Property and/or the Phase 3 Property.

6.2.4. Unless the Fulton Homes Yuma Road Improvements – Phase 2 have been constructed or are being constructed by others, prior to recording a final plat that includes all or part of the Phase 2 Property and/or Phase 3 Property, Owner shall provide financial assurances in the full amount of the estimated cost of the Fulton Homes Yuma Road Improvements – Phase 2 as reflected in the Preliminary Cost Estimate, which shall be in a form as required by the City of Goodyear Engineering Design Standards and Policies in effect at the time of plat recordation. In the event Owner has satisfied the funding requirements for the Fulton Homes Yuma Road Improvements – Phase 2 outlined in Section 8 below prior to recording a final plat that includes all or a part of the Phase 2 Property and/or the Phase 3 Property, such funding shall constitute the required financial assurances for the Fulton Homes Yuma Road Improvements – Phase 2.

6.3. CITY'S YUMA ROAD IMPROVEMENTS. Owner's obligations for the City's Yuma Road Improvements are as follows:

6.3.1. Unless constructed, being constructed by others, or the City is unable to secure the necessary temporary construction easements outside of the boundaries of the Property needed for the construction of the City's Yuma Road Improvements pursuant to Section 7.1 below, Owner shall cause the construction of the City's Yuma Road Improvements pursuant

to the Final Plans - Yuma Road Improvements. Except as otherwise provided in this Agreement, Owner shall cause the construction of the City's Yuma Road Improvements as part of the off-site public infrastructure improvements that are required to be constructed with an approved and recorded final plat that includes all or part of the Phase 2 Property and/or Phase 3 Property. No residential building permits shall be issued (i) for more than fifty percent (50%) of the lots within the Phase 2 Property and (ii) within all of the Phase 3 Property, until the City's Yuma Road Improvements have been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period. If the Owner submits a revised phasing plan which subdivides the Phase 2 Property, no residential building permits shall be issued within any new phase or combination of phases of the subdivided Phase 2 Property that, individually or collectively, include more than fifty percent (50%) of the total lots within the Phase 2 Property until the City's Yuma Road Improvements have been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period. The City's Yuma Road Improvements are included in the Final Plans – Yuma Road Improvements and are subject to the funding requirements of Section 8 below.

6.4. YUMA ROAD BRIDGE. Owner's obligations for the Yuma Road Bridge are as follows:

6.4.1. Unless constructed, being constructed by others, or the City is unable to secure the necessary temporary construction easements outside of the boundaries of the Property pursuant to Section 7.1 below, Owner shall cause the construction of the Yuma Road Bridge pursuant to the Final Plans – Yuma Road Improvements. Except as otherwise provided in this Agreement, Owner shall cause the construction of the Yuma Road Bridge as part of the off-site public infrastructure improvements that are required to be constructed with an approved and recorded final plat that includes all or part of the Phase 2 Property and/or the Phase 3 Property. No residential building permits shall be issued (i) for more than fifty percent (50%) of the lots within the Phase 2 Property and (ii) within all of the Phase 3 Property, until the Yuma Road Bridge has been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period. If the Owner submits a revised phasing plan which subdivides the Phase 2 Property, no residential building permits shall be issued within any new phase or combination of phases of the subdivided Phase 2 Property that, individually or collectively, include more than fifty percent (50%) of the total lots within the Phase 2 Property until the Yuma Road Bridge has been completed and accepted by the City Engineer or his/her designee subject to completion of the two-year warranty period. The Yuma Road Bridge is included in the Final Plans – Yuma Road Improvements and is subject to the funding requirements of Section 8 below.

6.4.2. If the Yuma Road Bridge has been constructed, is being constructed by others, or the City is unable to secure the necessary temporary construction easements outside of the boundaries of the Property pursuant to Section 7.1 below when Owner seeks to record a final plat that includes all or part of the Phase 2 Property and/or the Phase 3 Property, Owner shall remit an in-lieu payment for the cost of the Yuma Road Bridge. The in-lieu payment shall be twenty-five percent (25%) of the actual costs incurred in the design and construction of the Yuma Road Bridge if it has been completed or the estimated costs of the improvements as reflected in the Preliminary Cost Estimate if it has not been completed. The in-lieu payment required herein

shall be paid prior to the recordation of the first final plat that includes any part of the Phase 2 Property and/or the Phase 3 Property.

6.4.3. Unless the Yuma Road Bridge has been constructed, is being constructed by others, or Owner is relieved of the obligations to cause the construction of the Yuma Road Bridge pursuant to Section 7.1 below, prior to recording a final plat that includes all or part of the Phase 2 Property and/or Phase 3 Property, Owner shall provide financial assurances in the amount of 25% of the estimated cost of the Yuma Road Bridge as reflected in the Preliminary Cost Estimate, which shall be in a form as required by the City of Goodyear Engineering Design Standards and Policies in effect at the time of plat recordation. In the event Owner has satisfied the funding requirements for the Yuma Road Bridge outlined in Section 8 below prior to recording a final plat that includes all or a part of the Phase 2 Property and/or the Phase 3 Property, such funding shall constitute the required financial assurances for the Yuma Road Bridge.

6.5. GOODYEAR BLVD/YUMA ROAD TRAFFIC SIGNAL. Owner's obligations for the Goodyear Blvd/Yuma Road Traffic Signal are as follows:

6.5.1. Owner shall, at no cost to the City, convey to the City as right-of-way via a recorded plat or special warranty deed, the portion of the Property needed for construction of the Goodyear Blvd/Yuma Road Traffic Signal. The conveyance required herein shall be in fee, lien free, and free of all encumbrances unless expressly consented to by the City Engineer or his/her designee. The conveyance required herein shall be made prior to Owner's construction of the Goodyear Blvd/Yuma Road Traffic Signal or upon the written request by the City, whichever is earlier.

6.5.2. Unless constructed, being constructed by others, or the City is unable to secure the necessary temporary construction easements outside of the boundaries of the Property pursuant to Section 7.1 below, Owner shall cause the construction of the Goodyear Blvd/Yuma Road Traffic Signal pursuant to the Final Plans - Goodyear Blvd/Yuma Road Traffic Signal approved by the City. No residential building permits shall be issued for any lots located within the Phase 2 Property and/or the Phase 3 Property until the Goodyear Blvd/Yuma Road Traffic Signal has been completed and accepted by the City Engineer or his/her designee subject to the completion of the two year warranty period. . The Goodyear Blvd/Yuma Road Traffic Signal is subject to the funding requirements of Section 8 below.

6.5.3. If the Goodyear Blvd/Yuma Road Traffic Signal has been constructed, is being constructed by others, or the City is unable to secure the necessary temporary construction easements outside of the boundaries of the Property pursuant to Section 7.1 below when Owner is required to cause the construction of the Goodyear Blvd/Yuma Road Traffic Signal, Owner shall remit an in-lieu payment to City for fifty percent (50%) of the cost of the Goodyear Blvd/Yuma Road Traffic Signal. The in-lieu payment shall be the actual costs incurred in the design and construction of the Goodyear Blvd/Yuma Road Traffic Signal if such improvements have been completed or the estimated costs of the improvements as reflected in the Preliminary Cost Estimate if the improvements have not been completed. The in-lieu payment required herein shall be paid prior to the recordation of the first final plat that includes any part of the Phase 2 Property or Phase 3 Property.

6.5.4. Unless the Goodyear Blvd/Yuma Road Traffic Signal has been constructed, is being constructed by others, or Owner is relieved of the obligations to cause the construction of the Goodyear Blvd/Yuma Road Traffic Signal pursuant to Section 7.1, Owner shall provide financial assurances in the amount of 50% of the estimated cost of the Goodyear Blvd/Yuma Road Traffic Signal as reflected in the Preliminary Cost Estimate, which shall be in a form as required by the City of Goodyear Engineering Design Standards and Policies in effect when a permit for the construction of the Goodyear Blvd/Yuma Road Traffic Signal is issued. In the event Owner has satisfied the funding requirements for the Goodyear Blvd/Yuma Road Traffic Signal outlined in Section 8 below prior to recording a final plat that includes all or a part of the Phase 2 Property and/or the Phase 3 Property, such funding shall constitute the required financial assurances for the Goodyear Blvd/Yuma Road Traffic Signal.

6.6. FINAL COST ESTIMATE. Prior to City's issuance of permits for construction of the Escrow Funded Improvements, City and Owner shall agree upon the final estimated costs of the Escrow Funded Improvements as follows:

6.6.1. Owner shall update the Preliminary Cost Estimate to reflect the estimated cost of the Escrow Funded Improvements based on general contractor bid(s) on the Final Plans (the "Final Cost Estimate"). The Preliminary Cost Estimate shall not be updated to the Final Cost Estimate until Owner has a firm and guaranteed quote for the cost of the Escrow Funded Improvements from a general contractor mutually agreed upon by the Parties (the "Selected General Contractor"). To be eligible for any funding by City pursuant to the requirements of Section 8 below, Owner shall comply with all applicable state laws governing the procurement of services related to the design, installation, and/or construction of public infrastructure for which City funds are sought, including the requirements of Title 34 of the Arizona Revised Statutes. The Parties agree to cooperate to ensure compliance with the requirements of Title 34. The Parties hereby acknowledge that the Design Costs included in the Final Cost Estimate will not be based on bids from general contractors. Owner has already incurred the majority of the Design Costs and will incur additional Design Costs prior to and during construction of the Escrow Funded Improvements.

6.6.2. The Final Cost Estimate shall include a separate, additional twenty percent (20%) contingency amount to cover unanticipated additional costs, including but not limited to, change orders, resulting from unexpected, yet required improvements not shown on the Final Plans (the "Contingency Amount"). All change orders and/or additional costs incurred in the construction of the Escrow Funded Improvements, which will be funded under the Contingency Amount, shall require review and approval of the Owner and the City Engineer or his/her designee, which approval shall not be unreasonably withheld.

6.6.3. Within thirty (30) days of the date Owner submits the Final Cost Estimate to the City, it must be reviewed and either approved or returned with comments by the City Engineer or his/her designee, the City Engineer or his/her designee may only reject the submitted Final Cost Estimate for reasonable cause made in good faith. Upon approval this Final Cost Estimate shall establish the allocation of the costs of the Escrow Funded Improvements in accordance with the terms of this Agreement, including a corresponding allocation of the Contingency Amount if used. Each Party's allocable share of the Final Cost Estimate plus the

corresponding Contingency Amount shall establish the amount required to be deposited by each Party into the Construction Escrow, as defined below, (the "Maximum Cost Share").

6.6.4. The City's portion of the Maximum Cost Share shall be equal to (i) 100% of the estimated cost of the City's Yuma Road Improvements as identified in the Final Cost Estimate (ii) 75% of the estimated cost of the Yuma Road Bridge as identified in the Final Cost Estimate, and (iii) 50% of the estimated cost of the Goodyear Blvd/Yuma Road Traffic Signal, as identified in the Final Cost Estimate.

6.6.5. Owner's portion of the Maximum Cost Share shall be equal to (i) 100% of the estimated cost of the Fulton Homes Yuma Road Improvements – Phase 2, as identified in the Final Cost Estimate, (ii) 25% of the estimated cost of the Yuma Road Bridge, as identified in the Final Cost Estimate, and (iii) 50% of the estimated cost of the Goodyear Blvd/Yuma Road Traffic Signal, as identified in the Final Cost Estimate.

7. **CITY'S OBLIGATIONS.** The following specific obligations apply with respect to the City's obligations for the Escrow Funded Improvements:

7.1. CITY EASEMENT OBLIGATIONS. Prior to issuing permits for the construction of the Escrow Funded Improvements, the City shall be responsible for acquiring, at its sole cost and expense, all temporary construction easements located outside the boundaries of the Property needed for the construction of the Escrow Funded Improvements and for providing Owner, at no cost to Owner, access to such temporary construction easements.

7.2. NOTICE TO PROCEED. The Parties hereby agree that the City Engineer's or his/her designee's approval of the Final Cost Estimate shall constitute written notice to Owner to proceed to cause the construction of the Escrow Funded Improvements (the "Notice to Proceed").

7.3. UTILITY RELOCATIONS. To the extent provided for by the City's existing licenses and/or franchise agreements with local utility companies, the City shall, in collaboration with Owner, endeavor to cause any and all existing utilities in conflict with the Escrow Funded Improvements to be relocated at the sole cost and expense of the owners and operators of such utilities. However, nothing in this Section shall guarantee any or all existing utilities in conflict with the Escrow Funded Improvements will be relocated at the sole cost and expense of the owners and operators of such utilities.

7.4. EXPEDITED PLAN REVIEW. Subject to the terms set forth herein, City agrees to provide expedited plan review for all construction plans for improvements subject to this Agreement, including the Escrow Funded Improvements and the Fulton Homes Yuma Road Improvements – Phase 1. Expedited plan reviews shall be completed within twelve (12) business days of the City's receipt of an administratively complete submittal. Owner shall pay the fees for expedited plan reviews. The City will reimburse Owner 100% of the expedited plan review fees collected upon completion of the Escrow Funded Improvements.

8. **FUNDING OF IMPROVEMENTS.** Subject to the terms set forth herein, the Parties agree to fund their respective portion of the Maximum Cost Share for the Escrow Funded Improvements as follows:

8.1. FUNDING REQUIREMENTS. Prior to City issuing permits for the construction of the Escrow Funded Improvements, the Parties shall each deposit an amount equal to their portion of the Maximum Cost Share of the Escrow Funded Improvements, as identified in the Final Cost Estimate and pursuant to Section 6.6.4 above, into an escrow account with Escrow Agent, to fund and secure Owner's obligation to cause the completion of the Escrow Funded Improvements, and to be held and disbursed pursuant to this Agreement ("Construction Escrow"). The total funds deposited by the Parties into the Construction Escrow (the "Total Maximum Cost") shall be deemed "Escrowed Funds". Interest accruing on the Escrowed Funds shall belong proportionately to each Party.

8.2. DISBURSEMENT OF CONSTRUCTION ESCROW. Disbursement of Escrowed Funds shall be disbursed from the Construction Escrow as follows:

8.2.1. As construction of the Escrow Funded Improvements by the Selected General Contractor progresses, Escrow Agent shall pay to Selected General Contractor from the Escrowed Funds from time to time (but no more frequently than monthly), the portion of the Total Maximum Cost incurred in the construction of the Escrow Funded Improvements as of the date of the request submitted by the Selected General Contractor which were not covered in a previous request. Escrow Agent shall make such payment to Selected General Contractor within fifteen (15) business days or twenty-one (21) calendar days, whichever is sooner, following delivery to Escrow Agent and the Parties of a written disbursement request together with evidence of; (i) appropriate contractors' lien waivers (i.e., conditional lien waivers for current periods and unconditional lien waivers for prior periods); (ii) copies of receipts, invoices, bills or such other commercially reasonable documentation of the costs incurred; and (iii) evidence that the portion of the Escrow Funded Improvements subject to the disbursement request have passed all required inspections by the City (a "Disbursement Request"). Unless Owner or City delivers to Escrow Agent written notice of an objection to such Disbursement Request within such fifteen (15) business day or twenty-one (21) calendar day period, Escrow Agent is instructed to disburse the amount shown in the Disbursement Request for payment to Selected General Contractor. Owner and City shall have the right to review and object to any Disbursement Request. In order to object, a Party must have a good faith reasonable basis for any such objection and shall specifically set forth the amount in dispute, and the details of and basis for such objection in the written notice of objection delivered to Escrow Agent. Escrow Agent shall disburse the amount not in dispute to Selected General Contractor.

8.2.2. Upon commencement of construction of the Escrow Funded Improvements, Owner may submit to Escrow Agent a Disbursement Request from time to time (but no more frequently than monthly) for the portion of the Design Costs incurred by Owner as of the date of said Disbursement Request which were not covered under a previous Disbursement Request from Owner. Within five (5) business days of such Disbursement Request, Escrow Agent shall pay to Owner from the Escrowed Funds said portion of the Design Costs. Unless City delivers to Escrow Agent written notice of an objection to such Disbursement Request within such five (5)

business day period, Escrow Agent is instructed to disburse the amount shown in the Disbursement Request for payment to Owner. City shall have the right to review and object to any such Disbursement Request. In order to object, City must have a good faith reasonable basis for any such objection and shall specifically set forth the amount in dispute, and the details of and basis for such objection in the written notice of objection delivered to Escrow Agent. Escrow Agent shall disburse the amount not in dispute to Owner.

8.2.3. The Parties shall proceed in good faith to resolve promptly any objection to a Disbursement Request so as not to delay the construction of the Escrow Funded Improvements. In the event a written objection to a Disbursement Request is made pursuant to Section 8.2.2 above which is not resolved within ten (10) business days thereafter, or in the event conflicting demands are otherwise made on Escrow Agent concerning the Escrowed Funds, or in the event the Escrowed Funds have not been disbursed in full within two (2) years following the date hereof, Escrow Agent has the right, at its election, to hold the Escrowed Funds until an action is brought in a court of competent jurisdiction to determine the respective rights of the Parties, or Escrow Agent may interplead the Escrowed Funds. Any cost relative to interpleader shall be deducted from the Escrowed Funds. Deposit by Escrow Agent of said funds and documents with the court in any such action shall relieve Escrow Agent of all further liability and responsibility under this Agreement (exclusive of liability for negligence or failure to comply with the expressed instructions contained in this Agreement).

8.2.4. Final disbursement shall not be made by Escrow Agent until all of the following have occurred: (i) the Escrow Funded Improvements have been conveyed to the City lien free; (ii) the City has accepted, subject to completion of the two-year warranty period, the Escrow Funded Improvements; and (iii) all documentation reasonably requested by the City Engineer or his/her designee to establish the right to final disbursement, such as documentation establishing compliance with Title 34, lien releases, documents establishing Selected General Contractor's actual final actual costs of the Escrow Funded Improvements and Owner's actual final Design Costs (the "Actual Cost"), documents confirming approval of change orders, and/or additional costs subject to the Contingency Amount, etc. have been provided to Escrow Agent, City and Owner for approval by Selected General Contractor and Owner. In no event shall the total funds disbursed to Selected General Contractor and Owner by Escrow Agent exceed the Actual Cost. In the event the Escrowed Funds exceed the Actual Cost, the balance of the Escrowed Funds and any interest accrued will be released to the Parties proportionately following the final disbursement.

GENERAL TERMS

9. **ENTIRE AGREEMENT.** This Agreement, constitutes the sole and entire agreement between the Parties with respect to the matters covered herein and supersedes any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between Parties and/or by or between any of the Parties and any third parties regarding the matters covered herein.

10. **AMENDMENTS.** This Agreement shall only be modified, amended or restated by a written amendment executed by the Owner(s) and City. In order for an amendment of this

Agreement to become effective, the Party seeking the amendment shall submit its proposed amendment in writing to the other Parties for review. To be effective, amendments shall be approved by the City Council, signed by the Parties and attached to this Agreement as an addendum. Amendments shall also be recorded in the Official Records of Maricopa County within ten (10) days after execution.

11. **NOTICES AND FILINGS.** Any and all notices, filings, approvals, consents or other communications required or permitted by this Agreement shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

The City: City of Goodyear Attn: City Manager 1900 N. Civic Square Goodyear, Arizona 85395	**Owner:** Fulton Homes Corporation Attn: Norm Nicholls 9140 S. Kyrene Road, Suite 202 Tempe, Arizona 85284
copy to: City of Goodyear Attn: Development Services Director 1900 N. Civic Square Goodyear, Arizona 85395	**copy to:** Rose Law Group pc Attn: Chris Webb 7144 E. Stetson Drive, Suite 300 Scottsdale, Arizona 85251
copy to: City of Goodyear Attn: City Attorney 1900 N. Civic Square Goodyear, Arizona 85395	**copy to:** Fulton Homes Corporation Attn: Tom Abraham 9140 S. Kyrene Road, Suite 202 Tempe, Arizona 85284

Or to any other addresses as any of the Parties hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communications shall be deemed to have been given as of the date of delivery if hand delivered, or as of twenty-four (24) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above.

12. **COVENANTS RUNNING WITH THE LAND**. Except as provided in Section 13 below, the rights and duties under this Agreement shall be for the benefit of, and a burden upon, the Property, and they shall be covenants running with the land.

13. **TERMINATION OF AGREEMENT AS TO CERTAIN PROPERTY.** The Parties hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the Property on: (i) any portion of the Property conveyed to the City; (ii) any portion of the Property conveyed to any political subdivision; and (iii) any lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a certificate of occupancy for a single family residence has been

issued; and the owners of such portions of the Property are not Successors and Assigns under this Agreement. The Parties agree that this Agreement shall terminate without the execution or recordation of any further document or instrument as to any portion of the Property conveyed to the City, any portion of the Property conveyed to any political subdivision, and any residential lot within the Property that has been fully subdivided pursuant to a recorded final plat and for which a certificate of occupancy for a single family residence has been issued, and such portions of the Property shall automatically be released from and no longer be subject to or burdened by the provision of this Agreement without the requirement of any further action by any Party.

14. **NO AGENCY OR PARTNERSHIP.** Neither City nor Owner is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between the City and Owner.

15. **CONFLICTS OF INTEREST.** This Agreement is subject to the provisions of A.R.S. § 38-511, and may be terminated by the City in accordance with such provisions.

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

17. **DEFAULTS AND REMEDIES.** Any Party shall be in default under this Agreement ("Default") if it fails to satisfy any term or condition as required under this Agreement within thirty (30) business days following written notice from the other Party ("Notice"); provided, however, that the Notice shall set forth the specific reasons for the determination that the Party has failed to satisfy any term of condition hereof. A Party shall not be in Default if the Party commences to cure any deficiencies within thirty (30) business days of receipt of Notice and cures such deficiencies within a reasonable time thereafter.

18. **NO WAIVER.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

19. **MEDIATION.** If a dispute arises out of or related to this Agreement, or breach thereof, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. The terms of this Section 19 shall survive the expiration or earlier termination of this Agreement.

20. **WAIVER OF JURY TRIAL**. **UNLESS EXPRESSLY PROHIBITED BY LAW, EACH OF THE CITY AND OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL**

ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE TRANSACTIONS IT CONTEMPLATES, AND/OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. The terms of this Section 20 waiving the right to a jury trial shall survive the expiration or earlier termination of this Agreement

21. **LIMITATION ON CLAIMS**. **IN NO EVENT SHALL CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES, WHICH INCLUDES, BUT IS NOT LIMITED, CLAIMS FOR LOST PROFITS, BE AWARDED AS DAMAGES FOR A BREACH OF THIS AGREEMENT, AND THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO CONSEQUENTIAL DAMAGES, EXPECTATION DAMAGES, AND/OR INCIDENTAL DAMAGES IN THE EVENT OF A BREACH OF THIS AGREEMENT**. The terms of this Section 21 limiting the remedies available to the Parties in the event of a breach of the Agreement shall survive the expiration or earlier termination of this Agreement.

22. **SECTION HEADINGS.** The section headings contained in this Agreement are for convenience in reference only and are not intended to define or limit the scope of any provision of this Agreement.

23. **FAIR INTERPRETATION.** The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this Section 23 shall survive the expiration or earlier termination of this Agreement.

24. **CHOICE OF LAW, VENUE, AND ATTORNEY'S FEES.** In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to

object, for any reason, to the venue of Maricopa County. The terms of this Section 24 shall survive the expiration or earlier termination of this Agreement.

25. **SURVIVAL CLAUSE**: All provisions in this Agreement that logically ought to survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. This includes by way of example: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions; all limitation of remedies and damages provisions; all provisions waiving claims; and all provisions relieving any Party of liability for actions taken. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this Section 25 to other provisions in the Agreement.

26. **REPRESENTATIONS AND WARRANTIES OF OWNER.** As of the date of the execution of this Agreement, Owner represents and warrants the following:

26.1. OWNERSHIP. Owner is the owner of the Property and has the full right and authority to submit its interest in the Property to the obligations hereunder. Owner holds title free and clear of all liens other than liens for taxes not yet due and payable and matters of record.

26.2. AUTHORIZATION. Owner is an Arizona corporation qualified to do business in Arizona and in good standing; Owner (including the person signing for Owner) has the authority and the right to enter into this Agreement as authorized by the manager of Owner, and Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

26.3. DUE DILIGENCE. Owner reviewed this Agreement and reached its own conclusions as to the binding and enforceable nature thereof and all of the provisions contained therein, and has not relied on any representations or warranties of City other than those expressly provided in this Agreement.

27. **REPRESENTATIONS AND WARRANTIES OF CITY**. As of the Effective Date of this Agreement, the City represents and warrants the following:

27.1. APPROVAL. City has approved this Agreement at a duly held and noticed public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.

27.2. AUTHORIZATION. City agrees that the persons executing this Agreement on behalf of City have been duly authorized to do so.

28. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal

effect as delivery of an original signed copy of this Agreement provided however, Owner shall deliver an original to the City for recordation in the Official Records of Maricopa County.

29. **PAGE NUMBERING.** The page numbering of this document is exclusive of the Exhibits attached hereto.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this Agreement the Parties have caused this Agreement to be executed by their duly appointed representatives.

Acknowledgments and Exhibits on Following Pages

OWNER:

Fulton Homes Corporation,
an Arizona corporation

By: Norman Lee Nicholls

Title: PRESIDENT

Its: _____

State of ARIZONA)
)ss
County of MARICOPA)

On this 14th day of July, 2025, before me, Melissa Murphy a Notary Public in and for said state, personally appeared Norman Nicholls, _____, the President of FULTON HOMES CORPORATION, an Arizona corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the Amended and Restated Development Agreement for Fulton Homes at Ballpark Village by and between Fulton Homes Corporation, an Arizona Corporation and the City of Goodyear, an Arizona municipal corporation (the "Agreement"), and who acknowledged to me that he/she is authorized to execute the Agreement and acknowledged to me that he/she executed the Agreement as his/her voluntary act and deed on behalf of FULTON HOMES CORPORATION, an Arizona corporation.

MELISSA MURPHY
Notary Public, State of Arizona
Maricopa County
Commission # 667599
My Commission Expires
July 05, 2028

Melissa Murphy
Notary Public

My Commission Expires: 7-5-2028

CITY:

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____
Wynette Reed
Its: City Manager

STATE OF ARIZONA)
) ss.
County of Maricopa)

The Amended and Restated Development Agreement for Fulton Homes at Ballpark Village by and between Fulton Homes Corporation, an Arizona Corporation and the City of Goodyear, an Arizona municipal corporation (the "Agreement") was acknowledged before me this _____ day of _____, 2025, by Wynette Reed, the City Manager of the City of Goodyear, an Arizona municipal corporation, for and on behalf thereof.

_____
Notary Public

My Commission Expires: _____

Attest:

_____
Jasmine Pernicano, City Clerk

Approved as to Form:

_____

Roric Massey, City Attorney

EXHIBIT A
FULTON HOMES AT BALLPARK VILLAGE LEGAL DESCRIPTION

Exhibit on the following pages

Legal Description

PARCEL NO. 1:

The Northwest quarter of the Northwest quarter of Section 17, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 40 feet and the North 40 feet;

Except the following as set forth in Special Warranty Deed to Maricopa County recorded in Document No. 00-0253687:

EXCEPT the East 45 feet of the West 85 feet, Except the North 75 feet thereof;

EXCEPT the South 35 feet of the North 75 feet, Except the West 40 feet thereof;

EXCEPT a triangular parcel of land lying within said NW1/4 of NW1/4 described as follows:

BEGINNING at the Point of Intersection of the South line of the North 75 feet and the East line of the West 85 feet;

THENCE Southerly along said East line a distance of 45 feet to a point;

THENCE leaving said East line in a Northeasterly direction to a point on said South line of the North 75 feet;

THENCE along said South line, Westerly 45 feet to the Point of Intersection.

PARCEL NO. 2:

The East half of the Northwest quarter of Section 17, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 33 feet;

EXCEPT that portion as set forth in Special Warranty Deed to Maricopa County, recorded in Document No. 20000253689, described as follows:

The South 42 feet of the North 75 feet of the East half of the Northwest quarter of Section 17, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that portion as set forth in Quitclaim Deed to the City of Goodyear, Arizona, recorded in Document No. 20160852690, described as follows:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 17, 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 WEST QUARTER CORNER OF SAID SECTION 17, MONUMENTED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 17, MONUMENTED BY A 3 INCH BRASS CAP IN HANDHOLE, BEARS AS A BASIS OF BEARINGS NORTH 00°50'40" WEST, A DISTANCE OF 2649.74 FEET;

THENCE NORTH 00°50'40" WEST ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17, A DISTANCE OF 1035.34 FEET;

THENCE NORTH 89°09'20" EAST, A DISTANCE OF 1299.56 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 01°04’08" WEST, A DISTANCE OF 261.12 FEET;

THENCE SOUTH 89°35'29" EAST, A DISTANCE OF 75.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 88°55'08" WEST, A DISTANCE OF 485.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 32°18'06", AN ARC DISTANCE OF 273.43 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO 3:

The West half of the Northeast quarter of Section 17, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 33 feet;

EXCEPT that portion as set forth in Quit Claim Deed to the City of Goodyear recorded in Document No. 20160852687, described as follows:

The West 1525 feet of the South 42 feet of the North 75 feet of the Northeast quarter of said Section 17;

EXCEPT all those portion of said West half of the Northeast quarter lying Easterly of the Western boundaries as set forth in Special Warranty Deeds to the City of Goodyear recorded in Document No. 20091042745, 20140567661 and 20140564662.

PARCEL NO. 4:

The Northeast quarter of the Southwest quarter of Section 17, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT those portion lying within said Northeast quarter of the Southwest quarter, set forth as follows:

All those portions of land lying South of the North boundary line as set forth on Lower Buckeye Parkway Map of Dedication recorded in Book 332 of Maps, Page 4, except that portion of Lower Buckeye Parkway set forth in Book 963 of Maps, Page 22;

All those portions of land lying South of the North boundary line of Lower Buckeye Parkway and those portions lying East of the West line of Bullard Avenue, as set forth on Goodyear Right of Way Map of Dedication recorded in Book 963 of Maps, Page 22;

All those portions of land lying in Ballpark Village-Wood Corporate Campus recorded in Book 996 of Maps, Page 50.

EXHIBIT B
FINAL PLANS – YUMA ROAD IMPROVEMENTS

1. Yuma Road – Improvement Plans for Ballpark Village, prepared by EPS Group, Inc., dated February 10, 2025, and stamped approved by the City on February 11, 2025.

2. Fulton Homes Ballpark Village Yuma Road – Offsites, Landscape Construction Documents, prepared by EPS Group, Inc., dated February 7, 2025, and stamped approved by the City on February 10, 2025.

3. Fulton Homes Ballpark Village Yuma Rd Street Light Plan, prepared by Wright Engineering Corporation, dated January 28, 2025, and stamped approved by the City on February 10, 2025.

On file at the Goodyear City Clerk's Office

1900 N. Civic Square
Goodyear, AZ 85395
(623) 882-7830

EXHIBIT C
SHEET 1 OF THE FULTON HOMES BALLPARK VILLAGE PHASING PLAN

On file at the Goodyear City Clerk's Office

1900 N. Civic Square
Goodyear, AZ 85395
(623) 882-7830

EXHIBIT D
PRELIMINARY COST ESTIMATE
PREPARED BY EPS GROUP

Exhibit on the following pages

Yuma Road Arch Culvert Cost Estimate

	Fulton Homes (SW Corner)	*SE Corner*	*Centerra Village (NW Corner)*	*Compass Data (NE Corner)*
Roadway Hard Costs	$ 1,643,908.85	$ 474,235.30	$ 2,412,957.35	$ 544,237.30
Culvert Hard Costs	$ 803,881.00	$ 803,881.00	$ 803,881.00	$ 803,881.00
*Soft Costs**	$ 1,038,352.45	$ 542,176.94	$ 1,364,582.83	$ 571,871.78
Total	**$ 3,486,142.30**	**$ 1,820,293.24**	**$ 4,581,421.17**	**$ 1,919,990.09**
Contingency 20%	$ 697,228.46	$ 364,058.65	$ 916,284.23	$ 383,998.02
Grand Total	$ 4,183,370.76	$ 2,184,351.89	$ 5,497,705.41	$ 2,303,988.11

Overall Improvements Grand Total:	**$ 14,169,416.16**

**Soft Costs - See Next Sheet for Details*

ITEM #: 12.
DATE: 08/25/2025
AI #:2807

CITY COUNCIL ACTION REPORT

SUBJECT: ADOPTION OF RESOLUTION AUTHORIZING THE EXCHANGE OF REAL PROPERTY AND LAND EXCHANGE AGREEMENT WITH GSA SEDELLA L.L.C.

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

SUMMARY

The City currently has vacant property along Indian School Road adjacent to the Sedella development that is designated for a future fire station (Fire Station 189) to support the Sedella community. The city of Goodyear intends to exchange land with the adjacent property owner, GSA Sedella L.L.C., that is a more favorable site along Citrus Road that provides improved right-of-way access for Fire Department operations. (Kimberly Romero, Real Estate Supervisor)

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2484 APPROVING THE EXCHANGE OF REAL PROPERTY FOR A FIRE STATION AND THE LAND EXCHANGE AGREEMENT FOR THE EXCHANGE. (Kimberly Romero, Real Estate Supervisor)

FISCAL IMPACT

This land exchange will have no impact on the fiscal budget or revenue. GSA Sedella L.L.C., is responsible for all title and escrow fees associated with this exchange.

BACKGROUND AND PREVIOUS ACTIONS

The city acquired approximately 2.4 acres of vacant land generally located adjacent to the northern boundary of West Indian School Road, approximately 785 feet west of North Citrus Road, by a certain Special Warranty Deed, recorded in the official records of Maricopa County as Instrument No. 2012-0789980 (the “City Property”). The City Property was acquired for the future development of a fire station. Access to the City Property is off of West Indian School Road. The City Property is surrounded by property owned by GSA Sedella L.L.C., which has

plans to develop its property and proposed a land swap to the City for its future fire station. Goodyear Fire Department staff determined that having the fire station with access off of North Citrus Road was more desirable than the West Indian School Road access for the City Property. GSA Sedella L.L.C., is willing to exchange a portion of its property comparable in size to the City Property that would allow the development of the future fire station with access off of North Citrus Road.

City and GSA Sedella L.L.C., representatives have negotiated an agreement to exchange like-kind property. Under the terms of the agreement, the city will convey the City Property (approximately 2.4 acres) to GSA Sedella L.L.C., and GSA Sedella L.L.C., will convey approximately 2.55 acres of its property to the City. The property being conveyed to the City is located adjacent to the west side of North Citrus Road and the northern boundary of the property being conveyed is approximately 1100 feet north of West Indian School Road. GSA Sedella L.L.C., has agreed to pay all closing costs associated with this transaction, including the cost of the Title Policy to be issued to the city insuring the title of the property being conveyed to the city.

STAFF ANALYSIS

The property being exchanged is of comparable size with the city conveying approximately 2.4 acres in exchange for an approximate 2.55-acre parcel. The exchange requires no expenditure on the part of the city and will have no impact on the city's fiscal budget. The land exchange will allow the fire station greater functional advantages.

City staff recommends Council adopt Resolution No. 2025-2484 included as Attachment A - Resolution No. 2025-2484 with Exhibit A, and authorize the City Manager or designee to take all actions and execute all documents needed to complete the exchange.

Attachments

Attachment A - Resolution No. 2025-2484 with Exhibit A

RESOLUTION NO. 2025-2484

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE EXCHANGE OF REAL PROPERTY FOR A FIRE STATION AND THE LAND EXCHANGE AGREEMENT FOR THE EXCHANGE.

WHEREAS, the City acquired approximately 2.4 acres of vacant land generally located adjacent to the northern boundary of West Indian School Road approximately 785 feet west of North Citrus Road by that certain Special Warranty Deed, recorded in the official records of Maricopa County as Instrument No. 2012-0789980 (the "City Property"); and

WHEREAS, the City Property was acquired for the future development of a fire station, and access to the City Property would be adjacent to West Indian School Road; and

WHEREAS the City Property is surrounded by property owned by GSA Sedella L.L.C., which has plans to develop its property; and

WHEREAS, staff with the City's fire department determined that having the fire station re-located so that access is off of North Citrus Road was more desirable than having access to the fire station from West Indian School Road; and

WHEREAS, GSA Sedella L.L.C. is willing to exchange a portion of its property comparable to size as the City Property that would allow the future fire station to have access off of North Citrus Road; and

WHEREAS, The City and GSA Sedella L.L.C. representatives have negotiated an agreement to exchange like-kind property to allow for the future fire station to have access off of North Citrus Road.

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

SECTION 1. The Mayor and Council of the City of Goodyear find the proposed exchange of property as described above to be in the best interests of the City.

SECTION 2. The Land Exchange Agreement attached hereto as Exhibit A is hereby approved, and City staff is hereby authorized and directed to proceed with the exchange of property as set forth in the Land Exchange Agreement.

SECTION 3. The City Manager and/or designee are hereby authorized and directed to execute the Land Exchange Agreement and to take all actions and execute all documents required to effectuate the intent of this Resolution and the terms of the Land Exchange Agreement.

SECTION 4. Resolution 2025-2484 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 25th day of August, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Exhibit A

Land Exchange Agreement by and between the City of Goodyear, an Arizona municipal corporation, and GSA Sedella, L.L.C., an Arizona limited liability company, for property located in Goodyear, Arizona.

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT (this "Agreement") is dated as of _____, 2025 (the "Effective Date"), by and between CITY OF GOODYEAR, an Arizona municipal corporation ("City"), and GSA Sedella, L.L.C., an Arizona limited liability company ("GSA").

Land Exchange. In consideration of their mutual covenants set forth in this Agreement and subject to the terms and conditions set forth in this Agreement, City agrees to convey to GSA the real property described and depicted on Exhibit "A" attached hereto, together with all rights, interests, privileges and easements appurtenant thereto and other appurtenances used in connection with such real property (the "City Property") and GSA agrees to convey to City the real property described and depicted on Exhibit "B" attached hereto, together with all rights, interests, privileges and easements appurtenant thereto and other appurtenances used in connection with such real property (the "GSA Property").

Conditions of Title – GSA Property. GSA agrees to convey by Special Warranty Deed the GSA Property free and clear of all monetary liens and judgements and free and clear of all encumbrances on the property except for the those reflected in the Schedule B, Part II of the Commitment for Title Insurance dated February 7, 2025.

Conditions of Title – City Property. City agrees to convey by Special Warranty Deed the City Property free and clear of all monetary liens and judgments and free and clear of all encumbrances on the property except for those reflected in the Schedule B, Part II of the Commitment for Title Insurance dated February 27, 2025.

Closing.

Closing. GSA shall establish an escrow (the "Escrow") with Security Title Agency, Inc. (the "Escrow Agent") at 2415 E. Camelback Road, Suite 200, Phoenix, Arizona 85016 (Attn: Jason Bryant) Email: jbryant@securitytitle.com, following the execution of this Agreement by City and GSA. The Closing shall occur when the Special Warranty Deed conveying the City Property to GSA and the Special Warranty Deed conveying the GSA Property to City are recorded with the Maricopa County Recorder (the "Closing"). Upon Closing, Escrow Agent shall cause the Special Warranty Deed conveying the City Property to GSA and the Special Warranty Deed conveying the GSA Property to City to be recorded with the Maricopa County Recorder. All costs associated with the Escrow are to be borne by GSA.

Closing Date. The Closing shall take place at Escrow Agent's office when all of the following have occurred: (i) Escrow Agent has received all of GSA's and City's Deliverables; (ii) Escrow Agent is unconditionally committed to issue to GSA an ALTA extended coverage owner's policy (the "GSA Title Policy") in the amount of Two Hundred Fifty Thousand Dollars and no/100 ($250,000.00), insuring that fee title to the City Property is vested in GSA subject only to the exceptions, conditions, and stipulations appearing in Escrow Agent's standard printed form of policy and those Schedule B, Part II exceptions that are acceptable to GSA, all in the form previously approved by GSA; (iii) Escrow Agent is unconditionally committed to issue to City an ALTA extended coverage owner's policy (the "City Title Policy") in the amount of Two Hundred Fifty Thousand Dollars and no/100 ($250,000.00), insuring that fee title to the GSA Property is vested in City subject only to the exceptions, conditions, and stipulations appearing in Escrow

Agent's standard printed form of policy and those Schedule B, Part II exceptions that are acceptable to City, all in the form previously approved by City; and (iv) GSA and City have notified the Escrow Agent in writing that GSA and City will proceed with the Closing (the "Closing Date"). If, the Title Company remains unable or unwilling to issue either of the Title Policies set forth herein in a form acceptable to the party to whom the Title Policy is to be issued, then this Agreement and the Escrow shall terminate whereupon neither Party shall have any further rights, duties or obligations hereunder and the Agreement and Escrow shall be of no further force and effect without liability of either Party to the other. Upon the termination of the Agreement and the Escrow, Escrow Agent shall immediately return the GSA Deed to GSA and the City Deed to City. Escrow Agent shall immediately return closing costs deposited by GSA to GSA.

Closing Deadline. This Agreement and the Escrow shall terminate if the Closing does not occur on or before October 1, 2025, whereupon neither Party shall have any further rights, duties or obligations hereunder and the Agreement and Escrow shall be of no further force and effect without liability of either Party to the other. Upon the termination of the Agreement and the Escrow, Escrow Agent shall immediately return the GSA Deed to GSA and the City Deed to City.

GSA Deliverables Prior to Closing, GSA shall cause to be delivered to the Escrow Agent the following:

- Funds sufficient to cover: all Closing costs; the cost of the Title Policy to be issued to GSA; the cost of the Title Policy to be issued to City; costs to pay all assessments and taxes on the GSA Property; and any other costs associated with the Closing.

- A Special Warranty Deed conveying the GSA Property to the City in the form of Exhibit "C" attached hereto (the "GSA Deed"), properly executed and acknowledged by GSA;

- Appropriate evidence of authority and authorization of GSA to enter into this Agreement and consummate the transactions contemplated by this Agreement, and of power and authority of the individual(s) executing and delivering any instruments hereunder on behalf of GSA to act for and bind GSA

- Any other documents or instruments required by the Escrow Agent for the Closing.

City Deliverables. Prior to Closing, City shall cause to be delivered to the Escrow Agent all of the following:

- A Special Warranty Deed conveying the City Property to GSA in the form of Exhibit "D" attached hereto (the "City Deed"), properly executed and acknowledged by City;

- Appropriate evidence of authority and authorization of City to enter into this Agreement and consummate the transactions contemplated by this Agreement, and of power and authority of the individual executing and delivering any instruments hereunder on behalf of City to act for and bind City;

- Any other documents or instruments required by the Escrow Agent for the Closing.

Possession. GSA shall deliver exclusive possession of the GSA Property to City at Closing without material change in its condition from the Effective Date. Risk of loss or damage to the GSA Property up to the date of the Closing shall be on GSA. City shall deliver exclusive possession of the City Property to GSA at Closing without material change in its condition from the Effective Date. Risk of loss or damage to the City Property up to the date of the Closing shall be on City.

Enforcement of this Agreement.

Default by City. If City defaults under or breaches this Agreement and fails to cure such default or breach within ten (10) days after written notice from GSA, then GSA, as its sole remedies, shall be entitled to: (a) seek specific performance of City's obligations under this Agreement, or (b) terminate this Agreement, whereupon neither Party shall have any further rights, duties or obligations hereunder and the Agreement and Escrow shall be of no further force and effect without liability of either Party to the other. Upon the termination of the Agreement and the Escrow, Escrow Agent shall immediately return the GSA Deed to GSA and the City Deed to City

Default by GSA. If GSA defaults under or breaches this Agreement and fails to cure such default or breach within ten (10) days after written notice from City, City shall, as its sole and exclusive remedy, be entitled to terminate this Agreement, whereupon neither Party shall have any further rights, duties or obligations hereunder and the Agreement and Escrow shall be of no further force and effect without liability of either Party to the other. Upon the termination of the Agreement and the Escrow, Escrow Agent shall immediately return the GSA Deed to GSA and the City Deed to City.

Notices. All notices that may or are required to be given hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered personally, (b) sent by a nationally or locally recognized overnight delivery service, (c) electronically transmitted via email, or (d) sent by registered or certified United States mail, return receipt requested, postage prepaid to:

If to City:

City of Goodyear
1900 N. Civic Square
Goodyear, Arizona 85395
Attn: City Attorney
Phone: (623) 882-7227
email: gylegal@goodyearaz.gov

and

City of Goodyear
1900 N. Civic Square
Goodyear, Arizona 85395
Attn: Kimberly Romero
Phone: (623) 882-7228
email: kimberly.romero@goodyearaz.gov

If to GSA: GSA Sedella, L.L.C.
2042 Business Center Drive, Suite 100
Irvine, CA 92612
Attn: John Minar
Phone: (949) 833-7603
Email: john@guardiansc.com

All notices shall be deemed given on the day such notice is delivered (or if refused, the date of such refusal) or transmitted by email or on the third business day following the date such notice is mailed in accordance with this Section. Any notice given by counsel to a party shall have the same effect as if given by such party. The above addresses and phone numbers may be changed by written notice to be provided to the other party in accordance with this Section 6; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

Miscellaneous.

Time of Essence. Time is of the essence of each and every provision of this Agreement.

Governing Law; Jurisdiction. The construction, validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Arizona. In the event any action is brought to enforce any of the provisions of this Agreement, the parties agree to be subject to the jurisdiction in the State of Arizona.

Counterparts and Page Numbering. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The page numbering of this document is exclusive of the Exhibits attached hereto.

Rules of Construction. The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof. The parties agree that each party has reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

Modifications; Waiver. No waiver, modification, amendment or change of this Agreement shall be valid unless the same is in writing and signed by both parties.

Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof.

Entire Agreement. This Agreement contains the entire agreement, including all of the exhibits attached hereto, between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded hereby.

No Personal Liability of Officers or Directors; No Consequential Damages. Each party acknowledges that this Agreement is entered into by the other party as a legal entity and agrees that no individual officer, member, shareholder, employee or representative of such other party shall have any personal liability under this Agreement. The parties acknowledge and agree that neither party shall be liable to the other party under this Agreement for any indirect or consequential damages, including but not limited to claims

for loss of use, rents, anticipated profit or business opportunity, or business interruption or emotional distress.

Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, the substantially prevailing party shall be entitled to recover its reasonable attorneys' fees in connection with that action or proceeding, in addition to any other relief to which it may be entitled.

Further Assurances. The parties hereto agree to execute and deliver all such further documents and take all such further action as any party hereto may reasonably request from time to time in order to effectuate the terms, purposes and intent of this Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY:

CITY OF GOODYEAR,
an Arizona municipal corporation

By: _____
Name: Wynette Reed
Title: City Manager

GSA:

GSA SEDELLA, L.L.C.,
an Arizona limited liability company

By: _____
Name: _____
Its: _____

Exhibit "A"
City Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

A parcel of land situate in a portion of Section 22, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of Section 22, monumented by a 3 inch MCDOT brass cap, from which the South quarter corner of said Section 22, monumented by a 1/2 inch rebar, bears as a basis of bearing North 89 degrees 45 minutes 19 seconds West, a distance of 2636.58 feet;

THENCE North 89 degrees 45 minutes 19 seconds West, along the South line of the Southeast quarter of said Section 22, a distance of 816.47 feet;

THENCE North 00 degrees 14 minutes 41 seconds East, a distance of 65.00 feet, to the POINT OF BEGINNING;

THENCE North 89 degrees 45 minutes 19 seconds West, along a line 65.00 feet North of and parallel with the South line of the Southeast quarter of said Section 22, a distance of 243.00 feet;

THENCE North 00 degrees 14 minutes 44 seconds East, a distance of 430.12 feet;

THENCE South 89 degrees 45 minutes 19 seconds East, a distance of 243.00 feet;

THENCE South 00 degrees 14 minutes 44 seconds West, a distance of 430.12 feet, to the POINT OF BEGINNING.

Exhibit "B"
GSA Property

August 23, 2023

LEGAL DESCRIPTION FOR
CITRUS & INDIAN SCHOOL
REMAINDER PARCEL

That part of the Southeast Quarter of Section 22, Township 2 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Maricopa County Brass Cap in hand hole marking the Southeast Corner of said Section 22, from which the City of Goodyear Brass Cap flush marking the South Quarter Corner of said Section 22 bears North 89°45'12" West, a distance of 2636.58 feet;

Thence North 00°18'17" East, along the East line of said Southeast Quarter, a distance of 873.42 feet;

Thence North 89°41'43" West, departing said East line, a distance of 55.00 feet to the Point of Beginning;

Thence North 89°41'38" West, a distance of 458.00 feet to a point on a line which is parallel with and 513.00 feet Westerly from said East line;

Thence North 00°18'17" East, along said parallel line, a distance of 242.75 feet;

Thence South 89°41'39" East, a distance of 458.00 feet to a point on a line which is parallel with and 55.00 feet Westerly from said East line;

Thence South 00°18'17" West, along said parallel line, a distance of 242.75 feet to the Point of Beginning.

Containing 111,180 Square Feet or 2.552 Acres, more or less.

Section corners described in this legal description are depicted on an ALTA/ACSM Land Title Survey of the NWC CITRUS ROAD & INDIAN SCHOOL ROAD prepared by Superior Surveying Services, Inc., Job No. 202111061, dated 1/26/2022, by David S. Klein, R.L.S. 42137. No field work was performed on this project by Coe & Van Loo Consultants as a basis for the preparation of this legal description.



450 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

CVL CONSULTANTS

Exhibit "C"
GSA Deed to City

When recorded mail to:

City of Goodyear
City Clerk/KGR
1900 N. Civic Square
Goodyear, Arizona 85395

QS- 023D

Exempt Pursuant to ARS § 11-1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged **GSA Sedella, L.L.C, an Arizona limited liability company** ("Grantor"), does hereby grant and convey to the **City of Goodyear, an Arizona municipal corporation**, ("Grantee"), its successors and assigns, the following real property, together with all improvements thereon and all rights privileges, easements, tenements, hereditaments, and appurtenances pertaining thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT ONLY TO current taxes and assessments, reservations in patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record, the Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein and no other.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2025.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

GSA Sedella, L.L.C, an Arizona limited liability company

By: _____

Its:_____

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this __ day of _____, 2025, by _____. as _____ of GSA Sedella, L.L.C and Arizona limited liability company, being duly authorized to execute this document on behalf of said entity.

_____
Signature of Notary Public

My commission expires on

_____

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation, this _____ day of _____, 2025.

By: _____
Wynette Reed

Title: City Manager

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this _____day of _____, 2025 by Wynette Reed, as City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

Exhibit(s) on Following Page(s)

Exhibit "A"

Legal Description

August 23, 2023

LEGAL DESCRIPTION FOR
CITRUS & INDIAN SCHOOL
REMAINDER PARCEL

That part of the Southeast Quarter of Section 22, Township 2 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Maricopa County Brass Cap in hand hole marking the Southeast Corner of said Section 22, from which the City of Goodyear Brass Cap flush marking the South Quarter Corner of said Section 22 bears North 89°45'12" West, a distance of 2636.58 feet;

Thence North 00°18'17" East, along the East line of said Southeast Quarter, a distance of 873.42 feet;

Thence North 89°41'43" West, departing said East line, a distance of 55.00 feet to the Point of Beginning;

Thence North 89°41'38" West, a distance of 458.00 feet to a point on a line which is parallel with and 513.00 feet Westerly from said East line;

Thence North 00°18'17" East, along said parallel line, a distance of 242.75 feet;

Thence South 89°41'39" East, a distance of 458.00 feet to a point on a line which is parallel with and 55.00 feet Westerly from said East line;

Thence South 00°18'17" West, along said parallel line, a distance of 242.75 feet to the Point of Beginning.

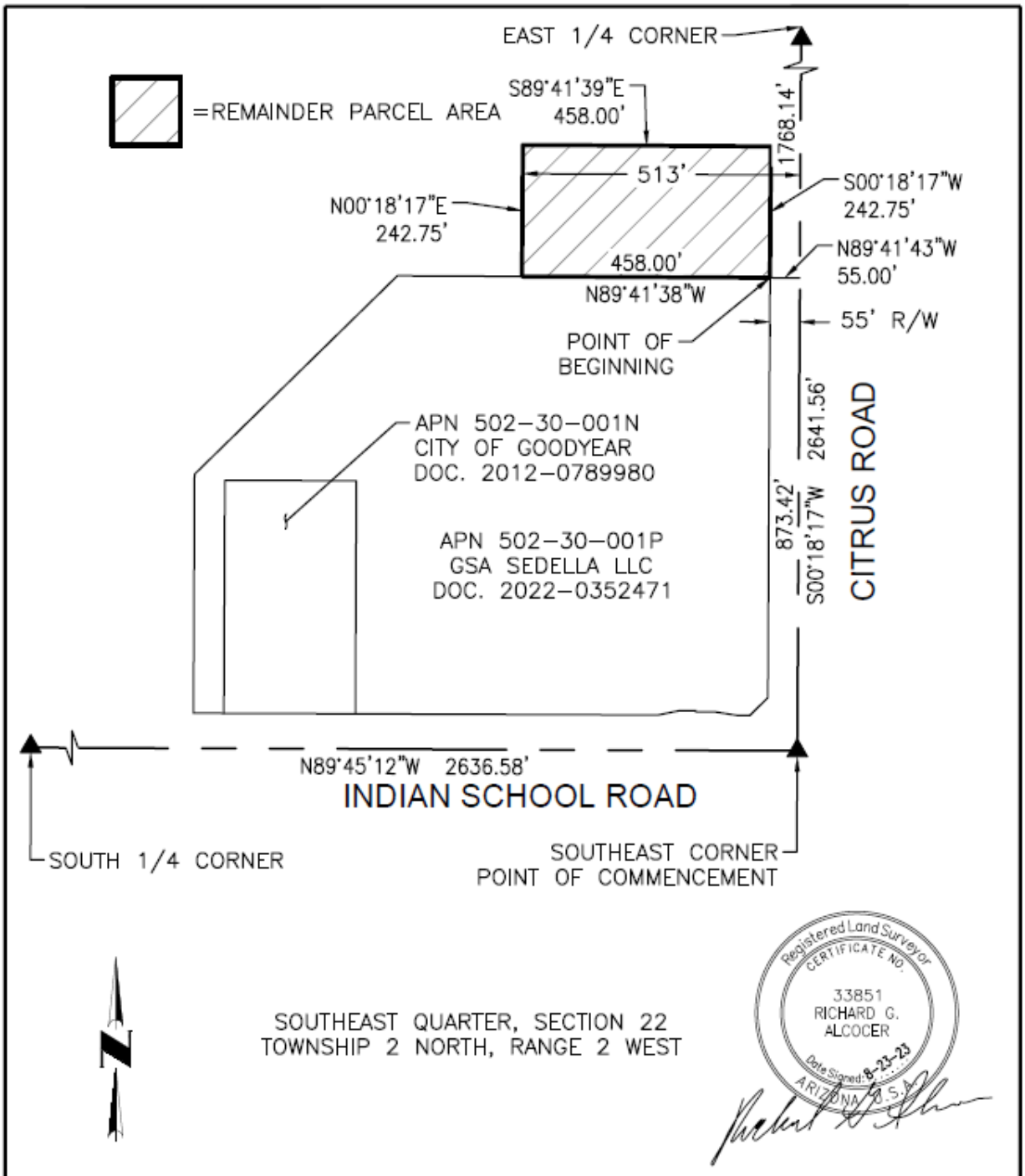
Containing 111,180 Square Feet or 2.552 Acres, more or less.

Section corners described in this legal description are depicted on an ALTA/ACSM Land Title Survey of the NWC CITRUS ROAD & INDIAN SCHOOL ROAD prepared by Superior Surveying Services, Inc., Job No. 202111061, dated 1/26/2022, by David S. Klein, R.L.S. 42137. No field work was performed on this project by Coe & Van Loo Consultants as a basis for the preparation of this legal description.



450 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

CVL CONSULTANTS



SCALE 1" = 250' EXHIBIT 4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	CITRUS & INDIAN SCHOOL REMAINDER PARCEL	CVL CONSULTANTS 1 OF 1

Exhibit "D"
City Deed to GSA

When recorded mail to:
GSA Sedella, L.L.C.
2042 Business Center Drive, Suite 100
Irvine, CA 92612
Attn: John Minar

Exempt Pursuant to ARS § 11-1134(A)(3)

SPECIAL WARRANTY DEED

For the consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned **City of Goodyear, an Arizona municipal corporation** ("Grantor"), does hereby grant and convey to **GSA Sedella, L.L.C, an Arizona limited liability company**, ("Grantee")

its successors and assigns, the following real property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments, and appurtenances pertaining thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT ONLY TO current taxes and assessments, reservations in patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record, the Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein and no other.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2025.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

City of Goodyear, an Arizona municipal corporation

By:_____
Wynette Reed

Its: City Manager

STATE OF ARIZONA)
)ss.
County of Maricopa)

The foregoing instrument (Special Warranty Deed) was acknowledged before me this _____ day of _____, 2025, by Wynette Reed, as City Manager of the City of Goodyear, an Arizona municipal corporation, on behalf of said corporation.

_____
Notary Public

My commission expires on

_____

E*xhibit(s) on Following Page(s)*

Exhibit “A”

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZON AND IS DESCRIBED AS FOLLOWS:

A parcel of land situate in a portion of Section 22, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of Section 22, monumented by a 3 inch MCDOT brass cap, from which the Sout quarter corner of said Section 22, monumented by a 1/2 inch rebar, bears as a basis of bearing North 89 degrees 45 minutes 19 seconds West, a distance of 2636.58 feet;

THENCE North 89 degrees 45 minutes 19 seconds West, along the South line of the Southeast quarter of said Section 2 a distance of 816.47 feet;

THENCE North 00 degrees 14 minutes 41 seconds East, a distance of 65.00 feet, to the POINT OF BEGINNING;

THENCE North 89 degrees 45 minutes 19 seconds West, along a line 65.00 feet North of and parallel with the South line of the Southeast quarter of said Section 22, a distance of 243.00 feet;

THENCE North 00 degrees 14 minutes 44 seconds East, a distance of 430.12 feet;

THENCE South 89 degrees 45 minutes 19 seconds East, a distance of 243.00 feet;

THENCE South 00 degrees 14 minutes 44 seconds West, a distance of 430.12 feet, to the POINT OF BEGINNING.

ITEM #: 13.
DATE: 08/25/2025
AI #:2730

CITY COUNCIL ACTION REPORT

SUBJECT: ADOPTION OF RESOLUTION AUTHORIZING THE LICENSE AGREEMENT WITH SUMMIT INFRASTRUCTURE GROUP, LLC AND RELATED AGREEMENTS

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

SUMMARY

This five-year license agreement authorizes Summit Infrastructure Group, LLC, (Summit IG) to install, operate and maintain a fiber optic communication system within the city of Goodyear rights-of-way. The agreement includes the option for three additional five-year renewal terms.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2485 AUTHORIZING THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH SUMMIT INFRASTRUCTURE GROUP LLC, A VIRGINIA LIMITED LIABILITY COMPANY, AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND CONDUIT FOR THE CITY'S EXCLUSIVE USE. (Philip Cochran, Assistant City Attorney)

FISCAL IMPACT

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

Following the installation of the fiber optic network, Summit IG is required to pay an annual fee of $0.89 per linear foot of trench within the right-of-way where it installs copper, fiber optic, or other cable conductors and/or conduit. The total payment to the city, based on the linear feet

of trench, shall not exceed five percent (5%) of Summit IG's gross revenues attributed to the fiber optic network within the city's right-of-way. Unless and until Summit IG has any gross revenues they shall pay the entire $0.89 per linear foot in full. Additionally, Summit IG must pay an annual fee of $1,000.00 for any year in which an application fee is not paid to cover the city's administration and monitoring costs related to the agreement. The issuance of the license agreement does not require any city expenditures.

BACKGROUND AND PREVIOUS ACTIONS

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

STAFF ANALYSIS

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

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

The license allows the city to enter into a separate agreement for in-kind contributions of fiber and or conduit for the city's exclusive use. The total costs of the fiber and/or conduit will be borne by Summit IG and the city will credit those expenses towards the annual fee associated with the amount of trench in the right-of-way. This option allows the city to have access to fiber optic cable and/or conduit that can be utilized for city facilities and departments without any expenditure of funds from the city. Resolution No. 2025-2485 with Exhibit A is included as Attachment A.

Attachments

Attachment A - Resolution No. 2025-2485 with Exhibit A

RESOLUTION NO. 2025-2485

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH SUMMIT INFRASTRUCTURE GROUP LLC, A VIRGINIA LIMITED LIABILITY COMPANY, AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND CONDUIT FOR THE CITY'S EXCLUSIVE USE.

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

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

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

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

SECTION 1. The Mayor and City Council approve the License Agreement between the City of Goodyear and Summit Infrastructure Group LLC, a Virginia limited liability company, a copy of which is attached as Exhibit A.

SECTION 2. The City Manager and/or their designee is authorized to execute the License Agreement attached as Exhibit A and to execute any and all documents necessary to carry out the intent of this Resolution.

SECTION 3. The City Manager and/or their designee is authorized to execute amendments to the License Agreement associated with minor clerical errors and technical amendments associated with the in-kind exchange of fiber optic cable and conduit in lieu of the annual license fee.

SECTION 4. Resolution 2025-2485 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 25th day of August, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT A

FIBER OPTICS TELECOMMUNICATIONS
RIGHT-OF-WAY LICENSE AGREEMENT

FIBER OPTICS TELECOMMUNICATIONS
RIGHT-OF-WAY LICENSE AGREEMENT

AGREEMENT (the "Agreement") is made and effective this_____calendar day of _____, 2025, by and between the City of Goodyear, an Arizona municipal corporation ("Licensor"), and Summit Infrastructure Group, LLC, a Virginia limited liability company ("Licensee").

RECITALS

A. Licensor owns or has rights to public street and alley rights-of-way and public utility easements within the boundaries of the City of Goodyear that are designated for use by public utility companies for installation, operation, and repair of water, electrical, and other public utilities pursuant to franchises, licenses or other agreements between companies and Licensor, the area is limited to the public street and alley rights-of-way and public utility easements that are either owned by Licensor or which Licensor has rights to use, collectively, the RIGHT-OF-WAY ("ROW").

B. For purposes of this License, "Fiber Optics Communication System" means a network of fiber optic cables and all related equipment including conduit, carrier pipe, cable fibers, repeaters, power sources and other attachments and appurtenances necessary for fiber optics communication but which is excluded from the definitions of Telecommunications and Telecommunications Services as defined in ARS 9-581.

C. For the purposes of this License "Fiber Optics Communication System" does not include one-way transmissions directly to customers, users or subscribers of video programming or other programming services or subscriber interaction, if any, which is required for the selection of or response to video programming or other programming services. For purposes of the foregoing, the term "video programming" means programming provided by or generally considered comparable to programming provided by a television broadcast station. The term "other programming services" means information that a cable television system operator makes available to all subscribers generally.

D. Licensee desires to install and operate a Fiber Optics Communication System consisting of telecommunications fiber optic lines and related support equipment (the "Plant") under and in a portion of the ROW subject to the requirements of this Agreement and Chapter 22, Goodyear City Ordinance. Licensee shall be permitted to install the Plant in the ROW only after Licensee has received all necessary permits and approvals from Licensor to install the Plant within those specific portions of the ROW as permitted by Licensor. Licensor may grant, with conditions, or deny such approval in its sole discretion. Those portions of the ROW where Licensee has received permission

and permits from Licensor to install the Plant are the “Use Areas”.

E. Licensor desires to grant to Licensee a nonexclusive license to install, maintain, operate, upgrade and repair the Plant (the "Permitted Uses") subject to the requirements of this Agreement.

F. Licensor and Licensee desire to provide a method whereby additional portions of the ROW can be added to this Agreement (the "New Use Areas"). Licensee may expand its Plant within the Licensor 's ROW by obtaining a permit from Licensor and upon Licensor's approval of plans. Licensor may grant, with conditions, or deny such approval in its sole discretion. Any expansion of the Plant approved by Licensor shall be subject to all terms and conditions of this Agreement and the conditions, if any, imposed by Licensor.

G. Various laws (the "Telecommunications Laws") authorize Licensor to regulate its streets, alleys, and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation and maintenance of telecommunications systems. The Telecommunications Laws include, without limitation, the following:

1) The Goodyear City Charter.

2) The Goodyear City Code.

3) The Constitution of the State of Arizona.

4) Other applicable federal, state and local laws, codes, rules and regulations.

5) Licensor's police powers, its authority over public rights-of-way, and its other governmental powers andauthority.

H. Pursuant to the Telecommunications Laws, Licensee has obtained from the Arizona Corporation Commission a Certificate of Convenience and Necessity (CC&N) Decision No. 79310 (the "Certificate").

I. There may be portions of the ROW (the "Third Party Areas") upon which the Plant may not be built without permission (the 'Third Party Permission") from one or more third parties (the "Third Parties"). The Third-Party Areas are areas such as canal crossings or other areas that for any reason have limited ROW dedications or that have regulatory use restrictions imposed by a Third Party.

J. The Licensor retains the right to adopt, from time to time, in addition to the provisions contained in this Agreement, such charter provisions, ordinances and rules, and regulations as may be deemed necessary by the Licensor to protect and promote the property, health,

safety and welfare of the Licensor's inhabitants. Licensee shall be subject to all applicable city ordinances, rules, and regulations as they may apply.

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

I. USE AREAS

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

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

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

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

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

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

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

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

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

Use Areas shall be subject to all provisions of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.8.6 Regulation. Licensor shall have full authority to regulate use of the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and to require Licensee to cooperate and participate in implementing competitively neutral resolutions. Without limitation, Licensor may take any or all of the following into account in regulating use of the Use Areas:

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

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

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

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

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

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

1.8.7.3 Licensor may remove any portion of the Plant from the ROW and/or perform any of the Relocation Work if any of the Relocation Work has not begun on or before the day that is forty-five (45) calendar days after Licensee has received written notice from Licensor, unless otherwise agreed to in writing by both Licensor and Licensee. Licensee shall reimburse Licensor for its actual costs (including administration) in removing the Plant. Licensor may perform any part of the Relocation Work that has not been completed within sixty (60) calendar days after Licensee has begun the Relocation Work, unless otherwise agreed on in writing by both Licensor and Licensee. Licensee shall reimburse Licensor for

its actual costs (including administration) in performing any Relocation Work.

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

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

1.8.7.6 Licensor has no obligation to move Licensee's, Licensor's or others' facilities.

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

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

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

1.8.8 Disruption by Competing Users. Neither Licensor nor any agent, contractor or employee of Licensor shall be liable to Licensee, its

customers or third parties for any service disruption or for any other harm caused them or the Plant due to Competing Users or Competing Activities.

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

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

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

II. TERM OF AGREEMENT

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

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

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

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

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

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

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

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

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

III. LICENSEE'S PAYMENTS

3. Licensee's Payments. Licensee shallmake payments to Licensor as follows:

3.1 Fee Payment Items. Licensee shall pay to Licensor each of the following

separate and cumulative amounts (collectively the "Fee Payment"):

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

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

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

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

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

3.1.6 All other amounts required by this Agreement.

3.2 Annual Fee Payment Amount.

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

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

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

3.2.1.3 Gross revenues means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half per cent annually, that is received directly or indirectly by the Licensee, its affiliates, subsidiaries or parent or any person, firm or corporation in which the Licensee has a financial interest or that has a financial interest

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

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

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

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

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

3.5 Adjustments. The dollar figures stated in Section 3.2.1 of this Agreement shall be automatically adjusted upward annually on July 1st. The adjustment shall be made on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, all items, published

by the United States Bureau of Labor Statistics (the "Cost of Living Index") for the month of January. In no event shall any amount be adjusted downward from any previous period. If the Cost-of-Living Index has not been published on any adjustment date, Licensor shall have the right to estimate the Cost-of-Living Index and to make the adjustments based on such estimate, subject to adjustment when the actual figures become known. If such Cost-of-Living Index shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, then an index published by any state or federal agency or an index, formula or table accepted generally by the real estate profession shall be used as chosen by Licensor in Licensor 's reasonable discretion. Any delayed adjustment shall be effective retroactively.

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

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

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

3.7.2 The Annual Fee Payment shall be made simultaneously with the submission of the fiber route map, as required in this Agreement, and shall clearly state the total linear feet of trench in the ROW as of the anniversary date of this Agreement.

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

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

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

example, the Violation Fee Payment for the first calendar quarter of a year shall be payable on or before April 30.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.12 Fee Payment Amounts Cumulative. All amounts payable by Licensee hereunder or under any tax, assessment or other existing or future ordinance, law or other contract or obligations to the City of Goodyear or the State of

Arizona shall be cumulative and payable in addition to each other payment required hereunder, and such amounts shall not be credited toward, substituted for, or setoff against each other in any manner.

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

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

3.13.2 The value of the construction, permitting and installation costs of fiber strands, cable, conduit and/or joint trenching for Licensor's use (the "City Fiber") that is constructed and installed by Licensee may be credited against the Annual Fee Payment paid by Licensee to Licensor. Any City Fiber installed under this section and credited towards the Annual Fee Payment shall be for Licensor's sole and exclusive use. Notwithstanding the above, any separate agreement may allow Licensee to reserve and use fiber strands located in the same fiber package containing City Fiber.

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

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

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

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

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

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

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

3.13.9 If during the term of this Agreement, Licensee undertakes the relocation of any segment of Licensee's network that contains City Fiber, Licensor shall cooperate with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent of, the time of, and the methods to be used for such relocation; provided that: (i) any such relocation shall be constructed and the City Fiber shall be tested as set forth above; and (ii) if the relocation is at Licensee's discretion, Licensee shall maintain the end points of the City Fiber. Licensee must give Licensor not less than sixty (60) calendar days prior notice of any

such relocation.

3.13.10 Limitation of Use of City Fiber:

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

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

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

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

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

IV. USE RESTRICTIONS

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

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

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

4.1.2 Such additional related uses for which Licensor may give or

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

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

4.2.1 A “User Contract” is a contractual agreement, made in the ordinary course of Licensee’s business, between Licensee and an unrelated third-party for use of all or a portion of the Plant. Provided that Licensee retains control over Licensee’s facilities and Licensee remains responsible for Licensee’s facilities and any such third-party under a User Contract does not perform any construction, maintenance, repair or other work of any kind in the ROW then the third-party shall not be required to enter into a separate license agreement with the Licensor for use of the ROW. In the event the User Contract provides for the third-party to construct, install, operate or maintain any portion of the Plant within the ROW or to perform any kind of work in the ROW then no such User Contract shall proceed until the third-party enters into a separate license agreement with the Licensor for use of the ROW. Licensee may use a User Contract to either "sell" or "lease" fibers or conduit in the Plant or otherwise grant permission to the third party to use fibers or conduit in the Plant. All User Contracts and all rights and interests created or affected in any way thereby, however denominated, shall be subject to and limited by all provisions of this Agreement, provided that Licensee or a sublicensee shall not be subject to payment of duplicate fees or taxes under this Agreement for the same Plant. In no event shall Licensor be bound in any way by any provision of any User Contract.

4.2.2 Within thirty (30) calendar days after Licensee agrees to enter a User Contract, Licensee shall deliver to Licensor a notice describing all the User Contracts in which a third-party may enter upon the ROW and perform any construction, maintenance, repair or other work of any kind in the ROW. The notice shall state the following:

4.2.2.1 The name of the third party.

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

4.2.2.3 The route of the proposed service.

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

received from the Private Plant.

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

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

4.3.1 The following are Regulated Activities:

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

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

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

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

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

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

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

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

Licensee and other persons who may be at the Use Areas at any time for any reason.

4.4.2 Signs Covered. This paragraph shall apply to all signs, designs, monuments, decals, graphics, posters, banners, markings, and other manner of signage.

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

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

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

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

4.7.1 State of Arizona

4.7.2 Maricopa County

4.7.3 Bureau of Reclamation

4.7.4 Central Arizona Water Conservation District

4.7.5 Salt River Project

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

affairs and emergencies at the ROW. Any change shall be given in writing in the manner stated for notices under this Agreement.

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

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

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

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

4.10.1.2 Electric backup batteries.

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

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

4.10.3 Licensee shall not use the ROW in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality,

or in a manner that would require a permit or approval from the Arizona Department of Environmental Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this Agreement.

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

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

4.10.5.1 Participate in the Toxic Material coming to the ROW.

4.10.5.2 Fail to immediately report the Toxic Material to Licensor.

4.10.5.3 Participate in spreading or otherwise disturbing the Toxic Material.

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

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

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

4.11 Communications Operations Restriction. Licensee shall not install, operate, or allow the use of equipment, methodology or technology that may or would interfere with the optimum effective use or operation of Licensor's existing or future fire, emergency or other communications equipment, methodology or technology (i.e., voice or other data carrying, receiving or transmitting equipment). If such interference should occur, Licensee shall immediately discontinue using the equipment, methodology or technology that causes the interference until Licensee takes corrective measures to alter the Plant to

eliminate such interference. Any such corrective measures shall be made at no cost to Licensor.

4.12 Access by Others. Licensee shall cause to comply with this Agreement all persons accessing the ROW through or under Licensee or this Agreement. Licensee is responsible for any violations of this Agreement by persons physically accessing the ROW through or under Licensee or this Agreement.

V. IMPROVEMENTS BY LICENSOR

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

VI. LICENSEE'S IMPROVEMENTS GENERALLY

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

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

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

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

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

6.2 Abandonment of ROW and Easements. From time-to-time the ROW and public utility easements within the boundaries of the City of Goodyear will

decrease due to abandonments. Prior to Licensor abandoning any portion of the ROW or public utility easements it is necessary to obtain utility clearance letters to ensure no infrastructure has been installed within any portion of the ROW or public utility easement that is to be abandoned. After Licensor notifies Licensee of potential abandonments of the ROW and/or public utility easements, Licensee shall respond to Licensor within fifteen (15) calendar days and clearly state if the Plant or any portions thereof are located within the ROW and/or the public utility easement that is to be abandoned. If Licensee notifies Licensor that any portion of the ROW or public utility easement that is to be abandoned contains the Plant, then such planned abandonment shall be suspended pending a resolution by Licensor. If Licensor has not received any response from the Licensee within fifteen (15) calendar days after Licensor has notified Licensee of any potential abandonment of the ROW, Licensor shall have the right to abandon said portion of the ROW and neither Licensor nor any agent, contractor or employee of Licensor shall be liable to Licensee, its customers or third parties for any costs, service disruption or for any other harm caused them or the Plant due to Licensors abandonment of the ROW.

6.3 Permits and Inspections.

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

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

6.3.3 Licensor's issuance of a permit does not represent any determination or assurance by Licensor that that the installation of the Plant or any portion thereof will not damage, conflict with, or interfere with any Competing User's facilities installed within the ROW. Licensee is responsible for ensuring that the installation of the Plant will not damage any Competing User's facilities and/or equipment or impair the operations of any Competing User that has facilities installed within the ROW. Licensee shall defend, indemnify and hold harmless Licensor,

its employees, elected officials, consultants and agents, for, from and against any and all claims, demands, liens, causes of actions, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs) arising from or alleged to arise from damage caused by Licensee to any Competing User's facilities installed within the ROW and/or from any interference or service interruptions to any Competing Activities as a result of damage caused by Licensee to any Competing User's facilities.

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

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

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

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

6.8 Cost of Licensee Improvements. All Licensee's Improvements shall be

designed and constructed at no expense to Licensor. In no event, including without limitation termination of this Agreement for any reason, shall Licensor be obligated to compensate Licensee in any manner for any of Licensee's Improvements or other work provided by Licensee during or related to this Agreement. Licensee shall pay, protect, indemnify, defend and hold harmless Licensor and Licensor's employees, officer's, contractors and agents against all claims related to labor, materials, professional services and other work for Licensee's Improvements. Licensee shall bear the cost of all work required from time to time to cause the ROW and other nearby property owned by Licensor to comply with local zoning rules, the Americans with Disabilities Act, building codes and all similar rules, regulations and other laws if such work is required because of work performed by Licensee, by Licensee's use of the ROW, or by any exercise of the rights granted to Licensee under this Agreement.

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

6.10 Damage During Work.

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

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

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

6.10.4 Upon performing any work upon the ROW, Licensee shall simultaneously restore the ROW to its prior condition, as directed by Licensor and repair any holes, mounting surfaces or other damage whatsoever caused by Licensee's activities to the ROW. Such work

shall include replacement of pre-existing vegetation and appropriate repairing or replacing pre-existing irrigation systems for revegetated areas, if any.

6.11 Restoration.

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

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

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

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

6.14 Disturbance of Toxic Substances. Prior to undertaking any construction or other significant work, Licensee shall cause the Use Areas to be visually inspected forany signs of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Licensee shall cause the contractor or

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

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

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

6.15.1.1 Complete blockage of a sidewalk or trail.

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

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

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

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

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

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

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

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

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

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

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

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

6.17.1 Licensee shall obtain all permits.

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

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

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

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

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

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

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

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

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

VII. LICENSEE'S INITIAL PROJECT CONSTRUCTION

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

VIII. MAINTENANCE AND OPERATIONS

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

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

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

8.3 Construction Notification. Unless expressly agreed to by Licensor, on a case-by-case basis, Licensee shall notify the occupant of any residence at least ten (10) business days prior to any work performed in front of a residential driveway or along any residential street that would otherwise impede traffic or access to a residence. In addition to providing notice to the occupant of any residence, when applicable, Licensee shall also provide notice to any homeowner’s association, property association or similar management company at least ten (10) business days prior to any work being performed

within the ROW involving street closures, trenching, or that would otherwise impede traffic or access to a residence of a residentially zoned area. Licensor may establish other reasonable requirements for Licensee to notify any occupant of any single-family or multi-family residence prior to performing work within the ROW.

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

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

IX. BREACH BY LICENSEE

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

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

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

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

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

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

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

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

9.1.5.2 The date sixty (60) calendar days after Licensor gives Licensee notice of such noncompliance.

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

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

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

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

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

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

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

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

9.2.1 Terminate this Agreement. If Licensor terminates this Agreement, then within seven (7) calendar days of notification by Licensor, Licensee

may request a hearing before the City Manager, or their designee, any decision made by the City Manager, or their designee shall be final. Termination of this Agreement due to Licensee's breach or for any other reason does not terminate Licensee's obligations arising during the time simultaneous with or prior to or the termination, and in no way terminates any of Licensee's liability related to any breach of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.3.6.2 The amount of Six Hundred Dollars ($600.00) per calendar day for Licensee's failure to temporarily or permanently relocate or otherwise modify the Plant as requested by Licensor ninety (90) calendar days after Licensor's notice to temporarily or permanently relocate or otherwise modify the Plant except where such curative efforts by Licensee are precluded by a force majeure event or otherwise agreed to by the parties. Such Violation Fee Payment shall be in addition to any cost the Licensor may incur to remove or relocate or otherwise modify the Plant

or correct the violation.

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

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

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

9.3.7 Violation Fee Payments shall be assessed as follows:

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

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

9.4 Effect of Abandonment. In addition to Licensor's other rights, if Licensee abandons the Plant during the term of this Agreement, or fails to operate the

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

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

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

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

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

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

X. TERMINATION OR EXPIRATION

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

10.1 Expiration.

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

10.1.2 Holding Over. In any circumstance whereby Licensee would

remain in possession or occupancy of the Use Areas after the expiration of this Agreement, such holding over shall operate as a limited renewal or extension of this Agreement from month to month (the “Holdover Period”) that may be terminated at any time by Licensor upon sixty (60) calendar days’ notice to Licensee, or by Licensee upon sixty (60) calendar days’ notice to Licensor

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

10.1.4 Permits. During any Holdover Period Licensor, at Licensor’s sole discretion, may withhold the issuance of any permits to Licensee to perform any work within the ROW. Licensee shall not modify the Plant or perform any work in the ROW during any Holdover Period without receiving express permission to perform work in the ROW in addition to all necessary permits from Licensor.

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

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

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

10.2 Termination.

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

before termination.

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

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

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

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

XI. INDEMNITY AND INSURANCE

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

insurance and indemnification as follows:

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

11.1.1 Commercial General Liability. Commercial general liability insurance with a limit of Five Million and No/100 Dollars ($5,000,000.00) for each occurrence, a limit of Five Million and No/100 Dollars ($5,000,000.00) for products and completed operations annual aggregate, and a limit of Five Million and No/100 Dollars ($5,000,000.00) general aggregate limit per policy year. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, bodily injury, advertising injury, and liability assumed under an "insured contract" including this Agreement. The policy will cover Licensee's liability under the indemnity provisions of this Agreement. The policy shall contain a "separation of insureds" clause.

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

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

11.2 Policy Limit Escalation. Licensor may elect by notice to Licensee to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that Licensor reasonably determines to affect the prudent amount of insurance to be provided. Any such insurance increases shall be applied on a competitively neutral and nondiscriminatory basis.

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

11.3.1 "Occurrence" coverage is required. "Claims made" insurance is

not permitted, except for Broadcast Insurance.

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

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

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

11.3.5 Licensee's required insurance shall be primary insurance and non-contributory with respect to claims arising out of Licensee's operations, activities and obligations under this Agreement.

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

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

11.3.7.1 Licensee shall be solely responsible for all such amounts.

11.3.7.2 Such amounts shall not exceed in total Five Hundred Thousand Dollars ($500,000.00) per loss. At such times as Licensee's net worth is more than One Hundred Million Dollars ($100,000,000.00), such limit shall be One Million and No/100 Dollars ($1,000,000.00).

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

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

11.3.7.5 Licensee shall provide to the beneficiaries of all such amounts no less insurance protection than if such self-insured portion was fully insured by an insurance

company of the quality and caliber required hereunder.

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

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

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

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

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

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

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

all times.

11.7 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Licensee (and all other persons using, acting, working or claiming through or for Licensee or this Agreement (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question)) shall jointly and severally indemnify, defend and hold harmless Licensor and all other Additional Insureds for, from and against any and all claims or harm related to Licensee's use of the ROW, or the rights granted to Licensee with respect to the ROW or Licensee's exercise of its rights under this Agreement (the "Indemnity"). Except as otherwise limited by this Agreement, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of any use of the ROW or other property related to this Agreement or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the ROW or surrounding areas related to this Agreement, including without limitation, claims, liability, harm or damages caused in part by Licensor or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence Licensee or Licensor may be liable. As a condition to Licensor's executing this Agreement, Licensee specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Licensee for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law. The Indemnity shall also include and apply to any environmental injury, personal injury or other liability relating to Licensee's use of real property under this Agreement. Notwithstanding the foregoing, the Indemnity does not apply to:

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

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

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

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

XII. CONDEMNATION

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

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

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

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

XIII. DAMAGE TO USE AREAS

13. Damage to Use Areas. In the event of damage to or destruction of the Plant by fire, explosion, the elements, the public enemy, or other casualty, Licensee shall commence restoring the casualty damage within thirty (30) calendar days. Licensee shall endeavor to complete the restoration work within one hundred and twenty (120) calendar days after commencing the restoration work. Licensee's restoration work

shall be subject to the plans approval process and all other requirements for Licensee's Improvements. Licensee shall perform all restoration work at Licensee's sole cost and expense. Upon Licensors request, Licensee shall provide to Licensor no later than the tenth (10th) calendar day after such request a written report of the progress of the restoration work.

XIV. LICENSEE'S RECORDS

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

14.1 Scope of Information. Unless otherwise specified, all of Licensee's recordkeeping and disclosure obligations under this article include and are limited to the following cumulative topics as reasonably determined by Licensor to be related to Licensee's use of the ROW under this Agreement (collectively the "Covered Information"):

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

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

14.2 Records Inspection. Licensee shall:

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

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

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

14.3 Record Retention. Licensee shall preserve records of the Covered

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

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

14.5 Reports. Upon not less than thirty (30) calendar days' notice, Licensee shall deliver to Licensor written reports (and, if requested by Licensor, a presentation to Licensor's governing council or designee) covering such Covered Information as Licensor may request from time to time. Unless Licensor has a basis for believing that Licensee might not be in compliance with this Agreement, Licensor shall not make more than one such request covering the same information in any twelve (12) month period.

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

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

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

the disclosure requirements of Arizona's Public Records Law.

XV. COMPLIANCE WITH LAW

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

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

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

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

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

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

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

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

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

amounts pertaining thereto.

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

15.4.1 Permission to Work in the ROW.

15.4.2 Permission to Alter City of Goodyear Improvements.

15.4.3 Permission to Obstruct Traffic.

15.4.4 Any other applicable permits regarding work in the ROW.

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

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

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

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

and regulations, pavement cut and restoration ordinances and regulations, subdivision and project improvement ordinances, curb cut permits, building permits, ROW permits and the like.

XVI. ASSIGNABILITY

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

XVII. MISCELLANEOUS

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

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

17.2 Time of Essence. Time is of the essence of each and every provision of this Agreement.

17.3 Survival of Liability. All obligations of Licensee and Licensor hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this Agreement for any reason.

17.4 Severability. If any provision of this Agreement shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, then:

17.4.1 The invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of this Agreement.

17.4.2 This Agreement shall be automatically reformed to secure to the parties the benefits of the unenforceable provision, to the maximum extent consistent with law.

17.5 Conflicts of Interest. No officer, representative or employee of Licensor shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law.

17.6 No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or

similar relationship between the parties.

17.7 Non-liability of Officials and Employees. No official, representative or employee of Licensor shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by Licensor or for any amount which may become due to any party or successor, or with respect to any obligation of Licensor or otherwise under the terms of this Agreement or related to this Agreement.

17.8 Notices. Notices hereunder shall be given in writing delivered to the other party or mailed by registered or certified mail, return receipt requested, postage prepaid addressed to:

If to Licensor:	City Manager City of Goodyear 1900 N. Civic Square Drive Goodyear, AZ 85395
Copy to:	City Attorney City of Goodyear 1900 N. Civic Square Drive Goodyear, AZ 85395
If to Licensee:	Summit Infrastructure Group, LLC ATTN: General Counsel 22365 Broderick Drive, Suite 250 Sterling, VA 20166
Copy to:	Summit Infrastructure Group, LLC ATTN: General Counsel 22365 Broderick Drive, Suite 250 Sterling, VA 20166

By notice from time to time, a person may designate any other street address within Maricopa County, Arizona as its address for giving notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) calendar days (excluding Saturday, Sunday, and legal holidays) after the notice is deposited in the United States mail.

17.9 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, draft agreements, discussion outlines, correspondence, memoranda, and representation regarding the ROW.

17.10 Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement was negotiated on the basis that it shall be construed according

to its plain meaning and neither for nor against any party, regardless of their respective roles in preparing this Agreement. The terms of this Agreement were established in light of the plain meaning of this Agreement and this Agreement shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, which might otherwise favor Licensee.

17.11 Funding. This subparagraph shall control notwithstanding any provision of this Agreement or any exhibit or other agreement or document related hereto. If funds necessary to fulfill any Licensor obligations to make payments to Licensee under this Agreement are not appropriated by the Goodyear City Council, and Licensee does not postpone its right to such payment until funds are appropriated, Licensor may terminate this Agreement, by notice to Licensee. Licensor shall use best efforts to give notice of such a termination to Licensee at least thirty (30) calendar days prior to the end of Licensor's then current fiscal period. Termination in accordance with this provision shall not constitute a breach of this Agreement by Licensor. No person will be entitled to any compensation, damages or other remedy from Licensor if this Agreement is terminated pursuant to the terms of this subsection.

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

17.13 No Third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement or shall have any right or cause of action hereunder. Licensor shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Licensee), or otherwise as a result of the existence of this Agreement.

17.14 Exhibits. All Exhibits specifically stated to be attached hereto as specified herein are hereby incorporated into and made an integral part of this Agreement for all purposes.

17.15 Attorneys' Fees. If any action, suit or proceeding is brought by either party hereunder to enforce this Agreement or for failure to observe any of the covenants of this Agreement or to vindicate or exercise any rights or remedies hereunder, the prevailing party in such proceeding shall be entitled to recover from the other party such prevailing party's reasonable attorneys' fees and other reasonable litigation costs (as determined by the court (and not a jury) in such proceeding).

17.16 Choice of Law. This Agreement shall be governed by the internal laws of the State of Arizona without regard to choice of law rules. Licensor has not waived its claims procedures as respects this Agreement. Exclusive

proper venue for any action regarding this Agreement shall be Maricopa County Superior Court or a Federal district court sitting in Maricopa County. Licensor and Licensee consent to personal jurisdiction in such courts.

17.17 Approvals and Inspections. All approvals, reviews and inspections by Licensor under this Agreement or otherwise are for Licensor's sole benefit and not for the benefit of Licensee, its contractors, engineers or other consultants or agents, or any other person.

17.18 Recording. This Agreement shall not be recorded.

17.19 Statutory Cancellation Right. In addition to its other rights hereunder, Licensor shall have the rights specified in A.RS. § 38-511.

17.20 Immigration Requirements. To the extent applicable under A.R.S. § 41-4401, Licensee warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-Verify requirements under Arizona State Statutes. Licensee's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement.

17.21 No Israel Boycott. In accordance with federal law, by entering into this Agreement, Licensee certifies that it is not currently engaged in, and agrees that for the duration of this Agreement to not engage in a boycott of Israel.

Signatures on following pages.

EXECUTED as of the date first given above.

SUMMIT INFRASTRUCTURE GROUP, LLC, a Virginia limited liability company

By: _____

Its: _____

CITY OF GOODYEAR, an Arizona municipal corporation

_____

By: Wynette Reed

Its: City Manager

Attest:

_____

Jasmine Pernicano, City Clerk

Approved as to Form:

_____

Roric Massey, City Attorney

Exhibit A

Letter of Credit Standards

- Issued by a commercial bank acceptable to the City. The bank must meet the following ***minimum*** requirements:
    - Chartered under the laws of the United States, any state thereof or the District of Columbia and which is insured by the Federal Deposit Insurance Corporation.
    - Licensed lender in the State of Arizona.
    - Long-term, unsecured and unsubordinated debt obligations are rated in the highest categories by either Moody's Investors Service, Inc. (Moody's) or Standard & Poor's Ratings Service (S&P) or their respective successors. Which Shall mean:
        - Moody's: Aaa, Aa1, Aa2, Aa3, A1 or A2
        - S&P: AAA, AA+, AA, AA-, A+ or A
    - If at any time the Letter of Credit Issuer Requirements are not met, or if the financial condition of such issuer changes in any materially adverse way, as determined by the City in its sole discretion, then a replacement Letter of Credit which meets the requirements must be provided to the City within fifteen (15) calendar days of receiving written notice from the City.

Letter of Credit Format

- The **Beneficiary** must be the City of Goodyear
- The **Amount** must be fifty thousand dollars ($50,000).
- The **Principal** must be the Licensee who is a signatory to the License Agreement.
- The **Bank Name & Address** upon which payment would be drawn must be clearly stated on the face of the document.
- The **Text identifying the License agreement** must be detailed and reflect the specific agreement number
- The **Expiration Date** will be a minimum of two years. The Expiration Date must automatically extend for one year without amendment unless at least thirty (30) calendar days prior to any such expiry date issuer notifies the City of their election not to extend.
- The **Presentation of Draft** requirement will be drawn on a local branch or presentable at a correspondent bank within Maricopa County.
- The text must contain a **Partial Draft Clause** that clearly indicates partial draft draws are permissible.

ITEM #: 14.
DATE: 08/25/2025
AI #:2787

CITY COUNCIL ACTION REPORT

SUBJECT: ADOPTION OF RESOLUTION AUTHORIZING THE LICENSE AGREEMENT WITH MCIMETRO ACCESS TRANSMISSION SERVICES LLC, DOING BUSINESS AS VERIZON ACCESS TRANSMISSION SERVICES, FOR THE INSTALLATION OF A FIBER OPTIC NETWORK WITHIN THE CITY'S RIGHTS-OF-WAY

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

SUMMARY

The five-year license agreement authorizes MCImetro Access Transmission Services LLC, d/b/a Verizon Access Transmission Services, a Delaware limited liability company (Verizon), to install, operate, and maintain a fiber optic communication system within the city of Goodyear rights-of-way. The agreement includes the option for three additional five-year renewal terms.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2486 AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH MCIMETRO ACCESS TRANSMISSION SERVICES LLC, DBA VERIZON ACCESS TRANSMISSION SERVICES, AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND CONDUIT FOR THE CITY'S EXCLUSIVE USE. (Philip Cochran, Assistant City Attorney)

FISCAL IMPACT

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

As a telecommunication corporation that offers telecommunications services directly to the

public, the city must follow federal and state law regarding fees charged to any telecommunications corporation providing services directly to the public. Following the installation of the fiber optic network, Verizon is required to pay an annual fee of $0.89 per linear foot of trench within the right-of-way where it installs copper, fiber optic, or other cable conductors and/or conduit that carry interstate traffic between and among Verizon's interstate points of presence and exclusive of facilities used by the local network. The issuance of the license agreement does not require any city expenditures.

BACKGROUND AND PREVIOUS ACTIONS

Verizon is seeking a fiber license agreement from the city of Goodyear to install, operate, and maintain a fiber optic network within the city's rights-of-way. The planned connection locations are distributed throughout the city limits. Verizon previously entered into an agreement with the city in 2019 and has been operating in the city's right-of-way since that time. This is a new license.

STAFF ANALYSIS

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

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

The license allows the city to enter into a separate agreement for in-kind contributions of fiber and or conduit for the city's exclusive use. The total costs of the fiber and/or conduit will be borne by Verizon and the city will credit those expenses towards the annual fee associated with the amount of trench in the right-of-way. This option allows the city to have access to fiber optic cable and/or conduit that can be utilized for city facilities and departments without any expenditure of funds from the city. Resolution No. 2025-2486 with Exhibit A is included as Attachment A.

Attachments

Attachment A - Resolution No. 2025-2486 with Exhibit A

RESOLUTION NO. 2025-2486

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH MCIMETRO ACCESS TRANSMISSION SERVICES LLC, DBA VERIZON ACCESS TRANSMISSION SERVICES, AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND CONDUIT FOR THE CITY'S EXCLUSIVE USE.

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

WHEREAS, MCImetro Access Transmission Services LLC, d/b/a Verizon Access Transmission Services, a Delaware limited liability company seeks to obtain an initial Fiber Optics Telecommunications Right-of-Way License Agreement (License Agreement) under the provisions of Chapter 22 of the Goodyear City Code; and approval of the Mayor and Council of the City of Goodyear, Arizona; and

WHEREAS, the City hereby finds that it would serve the public interest to grant the License Agreement under the terms and conditions as set forth in the License Agreement and MCImetro Access Transmission Services LLC, d/b/a Verizon Access Transmission Services, a Delaware limited liability company, agrees to obtain the license under the terms and conditions set forth in the License Agreement.

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

SECTION 1. The Mayor and City Council approve the License Agreement between the City of Goodyear and MCImetro Access Transmission Services LLC, d/b/a Verizon Access Transmission Services, a Delaware limited liability company, a copy of which is attached as Exhibit A.

SECTION 2. The City Manager and/or their designee is authorized to execute the License Agreement attached as Exhibit A and to execute any and all documents necessary to carry out the intent of this Resolution.

SECTION 3. The City Manager and/or their designee is authorized to execute amendments to the License Agreement associated with minor clerical errors and technical amendments associated with the in-kind exchange of fiber optic cable and conduit in lieu of the annual license fee.

SECTION 4. Resolution 2025-2486 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 25th day of August, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT A

FIBER OPTICS TELECOMMUNICATIONS RIGHT-OF-WAY LICENSE AGREEMENT FOR A PUBLIC SERVICE TELECOMMUNICATIONS CORPORATION

FIBER OPTICS TELECOMMUNICATIONS RIGHT-OF-WAY LICENSE AGREEMENT FOR A PUBLIC SERVICE TELECOMMUNICATIONS CORPORATION

AGREEMENT (the "Agreement") is made and effective this_____calendar day of _____, 2025, by and between the City of Goodyear, an Arizona municipal corporation ("Licensor"), and MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services, a Delaware limited liability company ("Licensee").

RECITALS

A. Licensor owns or has rights to public street and alley rights-of-way and public utility easements within the boundaries of the City of Goodyear that are designated for use by public utility companies for installation, operation, and repair of water, electrical, and other public utilities pursuant to franchises, licenses or other agreements between companies and Licensor, the area is limited to the public street and alley rights-of-way and public utility easements that are either owned by Licensor or which Licensor has rights to use, collectively, the RIGHT-OF-WAY ("ROW").

B. For purposes of this License, "Fiber Optics Communication System" means an interstate and intrastate network of fiber optic cables and all related equipment including conduit, carrier pipe, cable fibers, repeaters, power sources and other attachments and appurtenances necessary for fiber optics communication.

C. For the purposes of this License "Fiber Optics Communication System" does not include one-way transmissions directly to customers, users or subscribers of video programming or other programming services or subscriber interaction, if any, which is required for the selection of or response to video programming or other programming services. For purposes of the foregoing, the term "video programming" means programming provided by or generally considered comparable to programming provided by a television broadcast station. The term "other programming services" means information that a cable television system operator makes available to all subscribers generally.

D. Licensee is a “telecommunications corporation” as that term is defined in A.R.S. §9-581 and desires to install and operate a Fiber Optics Communication System consisting of telecommunications fiber optic lines and related support equipment (the "Plant") under and in a portion of the ROW subject to the requirements of this Agreement and Chapter 22, Goodyear City Ordinance. Licensee shall be permitted to install the Plant in the ROW only after Licensee has received all necessary permits and approvals from Licensor to install the Plant within those specific portions of the ROW as permitted by Licensor. Licensor may grant, with conditions, or deny such approval in its sole discretion. Those portions of the ROW where Licensee has received permission and permits from Licensor to install the Plant are

the “Use Areas”.

E. Licensor desires to grant to Licensee a nonexclusive license to install, maintain, operate, upgrade and repair the Plant (the "Permitted Uses") subject to the requirements of this Agreement.

F. Licensor and Licensee desire to provide a method whereby additional portions of the ROW can be added to this Agreement (the "New Use Areas"). Licensee may expand its Plant within the Licensor 's ROW by obtaining a permit from Licensor and upon Licensor's approval of plans. Licensor may grant, with conditions, or deny such approval in its sole discretion. Any expansion of the Plant approved by Licensor shall be subject to all terms and conditions of this Agreement and the conditions, if any, imposed by Licensor.

G. Various laws (the "Telecommunications Laws") authorize Licensor to regulate its streets, alleys, and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation and maintenance of telecommunications systems. The Telecommunications Laws include, without limitation, the following:

1) The Goodyear City Charter.

2) The Goodyear City Code.

3) A.R.S. §§9-581 through 9-583.

4) The Constitution of the State of Arizona.

5) Other applicable federal, state and local laws, codes, rules and regulations.

6) Licensor's police powers, its authority over public rights-of-way, and its other governmental powers andauthority.

H. Pursuant to the Telecommunications Laws, Licensee has obtained from the Arizona Corporation Commission a Certificate of Convenience and Necessity (CC&N).

I. There may be portions of the ROW (the "Third Party Areas") upon which the Plant may not be built without permission (the 'Third Party Permission") from one or more third parties (the "Third Parties"). The Third-Party Areas are areas such as canal crossings or other areas that for any reason have limited ROW dedications or that have regulatory use restrictions imposed by a Third Party.

J. The Licensor retains the right to adopt, from time to time, in addition to the provisions contained in this Agreement, such charter provisions, ordinances and rules, and regulations as may be deemed

necessary by the Licensor to protect and promote the property, health, safety and welfare of the Licensor's inhabitants. Licensee shall be subject to all applicable ordinances, rules, and regulations as they may apply.

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

I. USE AREAS

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

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

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

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

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

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

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

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

1.3.2 Upon addition of New Use Areas, the New Use Areas shall be

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.8.6 Regulation. Licensor shall have full authority to regulate use of the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and, subject to Licensee's rights under this Agreement, to require Licensee to cooperate and participate in implementing such resolutions. Without limitation, Licensor may take any or all of the following into account in regulating use of the Use Areas:

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

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

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

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

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

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

1.8.7.3 Licensor may remove any portion of the Plant from the ROW and/or perform any of the Relocation Work if any of the Relocation Work has not begun on or before the day that is sixty (60) calendar days after Licensee has received written notice from Licensor. Licensee shall reimburse Licensor for its actual costs (including administration) in removing the Plant or performing any of the Relocation Work.

1.8.7.4 Licensor may remove the Plant or perform any part of the Relocation Work that has not been completed within thirty

(30) calendar days after Licensee has begun the Relocation Work, unless otherwise agreed on in writing by both Licensor and Licensee. Licensee shall reimburse Licensor for its actual costs (including administration) associated with removing the Plant and/or performing any Relocation Work that Licensor performs.

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

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

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

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

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

1.8.8 Disruption by Competing Users. Neither Licensor nor any agent, contractor or employee of Licensor shall be liable to Licensee, its

customers or third parties for any service disruption or for any other harm caused them or the Plant due to Competing Users or Competing Activities.

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

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

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

II. TERM OF AGREEMENT

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

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

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

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

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

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

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

2.2.5 A hearing shall be held before the City Manager before revoking or refusing to renew a license if requested by the Licensee within fourteen (14) calendar days of notification by Licensor.

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

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

III. LICENSEE'S PAYMENTS

3. Licensee's Payments. Licensee shallmake payments to Licensor as follows:

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

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

3.1.2 An amount (the "Annual Fee Payment") based on Licensor's administration of this Agreement and Licensee's use of the ROW to install the Plant and provide interstate "telecommunications services" as such services are defined by A.RS § 9-581 but exclusive of facilities used by the local network and the portion of the network that carries intrastate calls and any leasing of fiber to third parties. Licensee acknowledges and agrees that any portion of the Plant not subject to the Annual Fee Payment is subject to Licensor's Transaction Privilege Tax and shall be paid in accordance with applicable tax laws.

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

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

3.1.5 All other amounts required by this Agreement.

3.2 Annual Fee Payment Amount.

3.2.1 Licensee shall pay to Licensor, as the Annual Fee Payment Eighty-nine cents ($.89) per linear foot of trench in the ROW for the installation of copper, fiber optic or other cable conductor or conduit.

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

3.2.3 If at any time Licensee cannot demonstrate and warrant to Licensor that any portion of the Plant conforms to the definition "Telecommunications Services" as defined in A.R.S. §9-581 and is exempt from any fee then that portion of the Plant shall be subject to the Annual Fee Payment described above.

3.3 Appropriate Taxes. Licensee shall be responsible for any applicable taxes associated with this Agreement including but not limited to any transaction privilege tax authorized on the business of providing telecommunications services related to intrastate telecommunications services. Licensee acknowledges and agrees that any portion of the Plant not subject to the Annual Fee Payment is subject to Licensor's Transaction Privilege Tax and shall be paid in accordance with applicable tax laws.

3.4 Permit Fee Payment Amount. The amount of the Permit Fee Payment shall be the total amount of all applicable ordinary fees (the "Ordinary Permit

Charges") payable to Licensor for Licensor's review of plans, issuance of permits, and inspection of Licensee's work upon the Use Areas.

3.5 Adjustments. The dollar figures stated in Section 3.2.1 of this Agreement shall be automatically adjusted upward annually on July 1st. The adjustment shall be made on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, all items, published by the United States Bureau of Labor Statistics (the "Cost of Living Index") for the month of January. In no event shall any amount be adjusted downward from any previous period. If the Cost-of-Living Index has not been published on any adjustment date, Licensor shall have the right to estimate the Cost-of-Living Index and to make the adjustments based on such estimate, subject to adjustment when the actual figures become known. If such Cost-of-Living Index shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, then an index published by any state or federal agency or an index, formula or table accepted generally by the real estate profession shall be used as chosen by Licensor in Licensor 's reasonable discretion. Any delayed adjustment shall be effective retroactively.

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

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

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

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

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

3.7.4 All other Fee Payment shall be payable quarterly in arrears on the last calendar day of the first month of the next calendar quarter. For example, the Violation Fee Payment for the first calendar quarter of a year shall be payable on or before April 30.

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

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

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

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

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

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

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

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

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

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

3.9.5 Licensor may draw on the letter of credit upon any Event of

Default as defined in Section 9.1 of this Agreement, and in the following circumstances whether or not they are an Event of Default:

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

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

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

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

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

3.11 Fee Payment Amounts Cumulative. All amounts payable by Licensee hereunder or under any tax, assessment or other existing or future ordinance, law or other contract or obligations to the City of Goodyear or the State of Arizona shall be cumulative and payable in addition to each other payment required hereunder, and such amounts shall not be credited toward, substituted for, or setoff against each other in any manner.

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

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

3.12.2 The value of the construction, permitting and installation costs of

fiber strands, cable, conduit and/or joint trenching for Licensor's exclusive use (the "City Fiber") that is constructed and installed by Licensee may be credited against the Annual Fee Payment paid by Licensee to Licensor.

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

3.12.4 Any separate agreement that outlines the construction of City Fiber shall, at a minimum, include the specific locations of the installation of the City Fiber, the number of fiber strands or cables to be provided for Licensor's exclusive use, the diameter conduit to be installed, any additional equipment and/or access points provided to Licensor, that Licensor shall have an indefeasible right of use in the City Fiber and any and all City Fiber shall remain the property of Licensor after expiration or termination of this Agreement and the maximum cost amount for the construction, permitting and installation costs for all City Fiber that may be credited towards the Annual Fee Payment.

IV. USE RESTRICTIONS

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

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

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

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

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

4.2.1 Licensee may use a User Contract to either "sell" or "lease" fibers or conduit in the Plant or otherwise grant permission to the third party to

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

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

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

4.2.2.1 The name of the third party.

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

4.2.2.3 The route of the proposed service.

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

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

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

4.3.1 The following are Regulated Activities:

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

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

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

4.3.3 Licensee may enter into User Contracts that allow third parties

to use the Plant for the Regulated Activities only if the third party has already entered into an agreement with Licensor that allows the third party to conduct the Regulated Activity in the Use Areas.

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

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

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

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

4.4.2 Signs Covered. This paragraph shall apply to all signs, designs, monuments, decals, graphics, posters, banners, markings, and other manner of signage.

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

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

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

4.7 Governmental and Neighborhood Relations. Licensee shall conduct its activities in coordination with Licensor as necessary to maintain good relations

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

4.7.1 State of Arizona

4.7.2 Maricopa County

4.7.3 Bureau of Reclamation

4.7.4 Central Arizona Water Conservation District

4.7.5 Salt River Project

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

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

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

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

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

4.10.1.2 Electric backup batteries.

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

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

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

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

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

4.10.5.1 Participate in the Toxic Material coming to the ROW.

4.10.5.2 Fail to immediately report the Toxic Material to Licensor.

4.10.5.3 Participate in spreading or otherwise disturbing the Toxic Material.

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

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

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

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

4.12 Access by Others. Licensee shall cause to comply with this Agreement all persons accessing the ROW through or under Licensee or this Agreement. Licensee is responsible for any violations of this Agreement by persons physically accessing the ROW through or under Licensee or this Agreement.

V. IMPROVEMENTS BY LICENSOR

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

VI. LICENSEE'S IMPROVEMENTS GENERALLY

6. Licensee's Improvements Generally. All of Licensee's improvements and other construction work whether or not specifically described herein upon the ROW (collectively "Licensee's Improvements") shall comply with the following and any such

non-compliance shall be a material breach of this Agreement:

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

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

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

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

6.2 Abandonment of ROW and Easements. From time-to-time the ROW and public utility easements within the boundaries of the City of Goodyear will decrease due to abandonments. Prior to Licensor abandoning any portion of the ROW or public utility easements it is necessary to obtain utility clearance letters to ensure no infrastructure has been installed within any portion of the ROW or public utility easement that is to be abandoned. After Licensor notifies Licensee of potential abandonments of the ROW and/or public utility easements, Licensee shall respond to Licensor within fifteen (15) calendar days and clearly state if the Plant or any portions thereof are located within the ROW and/or the public utility easement that is to be abandoned. If Licensee notifies Licensor that any portion of the ROW or public utility easement that is to be abandoned contains the Plant, then such planned abandonment shall be suspended pending a resolution by Licensor. If Licensor has not received any response from the Licensee within fifteen (15) calendar days after Licensor has notified Licensee of any potential abandonment of the ROW, Licensor shall have the right to abandon said portion of the ROW and neither Licensor nor any agent, contractor or employee of Licensor shall be liable to Licensee, its customers or third parties for any costs, service disruption or for any other harm caused them or the Plant due to Licensors abandonment of the ROW.

6.3 Permits and Inspections.

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

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

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

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

6.5 Regulatory Approval Process. The building permit processes, ROW management and similar regulatory requirements that apply to Licensee's Improvements are completely separate from the requirements of this

Agreement. Licensee's satisfaction of any requirement of this Agreement does not count toward any compliance with any regulatory requirement. Licensee's satisfaction of any regulatory requirement does not count toward compliance with any requirement of this Agreement. Licensee must make all submittals and communications regarding the requirements of this Agreement through Licensor's contract administrator for this Agreement, and not through planning, building safety or other staff. Licensee must obtain all approvals in accordance with all present and future Licensor codes, policies and procedures.

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

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

6.8 Cost of Licensee Improvements. All Licensee's Improvements shall be designed and constructed at no expense to Licensor. In no event, including without limitation termination of this Agreement for any reason, shall Licensor be obligated to compensate Licensee in any manner for any of Licensee's Improvements or other work provided by Licensee during or related to this Agreement. Licensee shall pay, protect, indemnify, defend and hold harmless Licensor and Licensor's employees, officer's, contractors and agents against all claims related to labor, materials, professional services and other work for Licensee's Improvements. Licensee shall bear the cost of all work required from time to time to cause the ROW and other nearby property owned by Licensor to comply with local zoning rules, the Americans with Disabilities Act, building codes and all similar rules, regulations and other laws if such work is required because of work performed by Licensee, by Licensee's use of the ROW, or by any exercise of the rights granted to Licensee under this Agreement.

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

6.10 Damage During Work.

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

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

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

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

6.11 Restoration.

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

6.11.2 Licensee shall repair or replace all pavement, sidewalks, curbs, landscaping and any other Licensor's improvements of any description that may be damaged in the course of Licensee's activities under this Agreement. Such work, repair or replacement shall be to Licensor's

standards, rules and/or policies published from time to time. Licensee shall coordinate with Licensor on all repairs or replacement of any of Licensor's facilities.

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

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

6.14 Disturbance of Toxic Substances. Prior to undertaking any construction or other significant work, Licensee shall cause the Use Areas to be visually inspected forany signs of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Licensee shall cause the contractor or other person performing such work to give to Licensor notice by the method described in this Agreement to the effect that the person will inspect for such materials, will not disturb such materials, and will indemnify, defend and hold Licensor harmless against any disturbance in such materials in the course of the contractor's or other person's work. Licensee shall cause any storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Licensee upon the ROW to be performed by persons, equipment, facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services. Licensee shall promptly deliver to Licensor copies of all reports or other information regarding Toxic Substances.

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

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

6.15.1.1 Complete blockage of a sidewalk or trail.

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

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

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

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

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

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

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

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

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

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

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

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

6.17.1 Licensee shall obtain all permits.

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

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

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

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

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

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

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

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

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

VII. LICENSEE'S INITIAL PROJECT CONSTRUCTION

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

VIII. MAINTENANCE AND OPERATIONS

8. Maintenance and Operations. Except as expressly provided below, Licensee shall be solely responsible for all maintenance, repair and utilities for the Plant during

the term of this Agreement. Without limitation, Licensee shall perform the following:

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

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

8.3 Construction Notification. Unless expressly agreed to by Licensor, on a case-by-case basis, Licensee shall notify the occupant of any residence at least ten (10) calendar days prior to any work performed in front of a residential driveway or along any residential street that would otherwise impede traffic or access to a residence. In addition to providing notice to the occupant of any residence, when applicable, Licensee shall also provide notice to any homeowner’s association, property association or similar management company at least ten (10) calendar days prior to any work being performed within the ROW involving street closures, trenching, or that would otherwise impede traffic or access to a residence of a residentially zoned area. Licensor may establish other requirements for Licensee to notify any occupant of any single-family or multi-family residence prior to performing work within the ROW.

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

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

IX. BREACH BY LICENSEE

9. Breach by Licensee. Licensee shall comply with the terms and provisions of

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

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

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

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

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

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

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

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

9.1.5.2 The date sixty (60) calendar days after Licensor gives Licensee notice of such noncompliance.

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

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

9.1.8 If Licensee shall engage in a pattern of repeated failure (or neglect) to timely do or perform or observe any provision contained

herein. After Licensor has once given notice of any failure by Licensee to comply with any provision of this Agreement, the following shall constitute a repeated failure by Licensee to comply with such provision:

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

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

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

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

9.1.11 If Licensee fails to temporarily or permanently relocate or otherwise modify the Plant as requested by Licensor ninety (90) days after being given written notice.

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

9.2.1 Terminate this Agreement. If Licensor terminates this Agreement, then within fourteen (14) calendar days of notification by Licensor, Licensee may request a hearing before the City Manager, or their designee, and any decision made by the City Manager, or their designee shall be final. Termination of this Agreement due to Licensee's breach or for any other reason does not terminate Licensee's obligations arising during the time simultaneous with or prior to or the termination, and in no way terminates any of Licensee's liability related to any breach of this Agreement.

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

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

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

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

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

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

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

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

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

9.3.3 Violation Fee Payment is only intended to remedy Inconvenience Costs that Licensor suffers because of Licensee's breach of the Violation Fee Provisions. Licensee's payment of Violation Fee Payment does not in any way excuse any breach by Licensee of this Agreement or limit in any way Licensor's obtaining any other legal or equitable remedy provided by this Agreement or otherwise or such breach. For example, Licensee's obligation to pay Violation Fee Payment does not in any way

detract from Licensee's indemnity and insurance obligations under this Agreement, which shall apply according to their terms in addition to Licensee's obligation to pay Violation Fee Payment.

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

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

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

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

9.3.6.2 The amount of Six Hundred Dollars ($600.00) per calendar day for Licensee's failure to temporarily or permanently relocate or otherwise modify the Plant as requested by Licensor ninety (90) calendar days after Licensor's notice to temporarily or permanently relocate or otherwise modify the Plant except where such curative efforts by Licensee are precluded by a force majeure event or otherwise agreed to by the parties. Such Violation Fee Payment shall be in addition to any cost the Licensor may incur to remove or relocate or otherwise modify the Plant or correct the violation.

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

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

9.3.6.5 The amount of Five Hundred Dollars ($500.00) per instance of any other action or non-action by the

Licensee contrary to this Agreement that causes Inconvenience Costs and that is not cured after three (3) calendar days' notice.

9.3.7 Violation Fee Payments shall be assessed as follows:

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

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

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

written notice from Licensor requesting that Licensee confirm that Licensee is maintaining the part of the Plant and that it is available for use by Licensee's customers.

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

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

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

access rights for Licensor inspectors or other employees and officers acting within their legal authority.

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

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

X. TERMINATION OR EXPIRATION

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

10.1 Expiration.

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

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

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

10.1.4 Permits. During any Holdover Period Licensor, at Licensor's sole discretion, may withhold the issuance of any permits to Licensee to perform any work within the ROW. Licensee shall not modify the Plant or perform any work in the ROW during any Holdover Period without receiving express permission to perform work in the ROW in addition to all necessary permits from Licensor.

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

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

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

10.2 Termination.

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

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

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

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

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

XI. INDEMNITY AND INSURANCE

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

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

11.1.1 Commercial General Liability. Commercial general liability insurance with a limit of Five Million and No/100 Dollars ($5,000,000.00) per occurrence for bodily injury and property damage and Five Million Dollars ($5,000000) general aggregate including premises-operations, independent contractors, personal and advertising injury, contractual liability, and products/completed operations. The policy shall contain a "separation of insureds" clause.

11.1.2 Commercial Automobile Liability. Commercial Automobile liability insurance in the amount of One Million Dollars ($1,000,000) combined single limit each accident for bodily injury and property damage covering all owned, hired, and non-owned vehicles assigned to or used in any way in connection with Licensee's use of the ROW.

11.1.3 Workers' Compensation. Workers' compensation in compliance with the statutory requirements of the state(s) of operation and employer's liability insurance with limits of One Hundred Thousand Dollars ($100,000.00) each accident, One Hundred Thousand Dollars ($100,000.00) disease each employee, Five Hundred Thousand Dollars ($500,000.00) disease-policy limit..

11.2 Contractors and Subcontractors. Licensee shall require all contractors and subcontractors to obtain and maintain substantially the same insurance as required of Licensee with limits commensurate with the work or service to be provided.

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

11.4 Form of All Insurance. All insurance required of Licensee with respect to the ROW shall meet the following requirements:

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

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

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

11.4.4 Licensee's required insurance shall be primary insurance and non-contributory with respect to claims arising out of Licensee's operations, activities and obligations under this Agreement.

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

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

11.4.6.1 Licensee shall be solely responsible for all such amounts.

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

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

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

11.4.8 Upon receipt of notice from its insurer(s) Licensee shall provide Licensor with thirty (30) calendar days prior written notice of any cancellation.

11.5 Insurance Certificates. Licensee shall evidence all required insurance by furnishing to Licensor certificates of insurance and blanket additional insured and waiver of subrogation endorsements upon inception of this Agreement and with each renewal of insurance coverage. Certificates must evidence that the policy described by the certificate is in full force and evidence that Licensor and the other Additional Insureds are additional insureds. Certificates must be in a form reasonably acceptable to Licensor. Licensee shall provide updated certificates and endorsements at Licensor's request.

11.6 Acceptable Insurers. At a minimum, all insurers shall be duly licensed, authorized or permitted to conduct business by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of A-:VII or better.

11.7 No Representation of Coverage Adequacy. By requiring insurance herein, Licensor does not represent that coverage and limits will be adequate to protect Licensee. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, Licensee's obligation to maintain the required insurance at all times.

11.8 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Licensee (and all other persons using, acting, working or claiming through or for Licensee or this Agreement (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question)) shall jointly and severally indemnify, defend and hold harmless Licensor and all other Additional Insureds for, from and against any and all claims or harm related to Licensee's use of the ROW, or the rights granted to Licensee with respect to the ROW or Licensee's exercise of its rights under this Agreement (the "Indemnity"). Except as otherwise limited by this Agreement, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of any use of the ROW or other property related to this Agreement or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the ROW or surrounding areas related to this Agreement, including without limitation, claims, liability, harm or damages caused in part by Licensor or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence Licensee or Licensor may be liable. As a condition to Licensor's executing this Agreement, Licensee specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Licensee for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law. The Indemnity shall also include and apply to any environmental injury, personal injury or other liability relating to Licensee's use of real property under this Agreement. Notwithstanding the foregoing, the Indemnity does not apply to:

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

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

11.9 Risk of Loss. Licensee assumes the risk of any and all loss, damage or

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

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

XII. CONDEMNATION

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

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

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

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

XIII. DAMAGE TO USE AREAS

13. Damage to Use Areas. In the event of damage to or destruction of the Plant by fire, explosion, the elements, the public enemy, or other casualty, Licensee shall commence restoring the casualty damage within thirty (30) calendar days. Licensee shall endeavor to complete the restoration work within one hundred and twenty (120) calendar days after commencing the restoration work. Licensee's restoration work shall be subject to the plans approval process and all other requirements for Licensee's

Improvements. Licensee shall perform all restoration work at Licensee's sole cost and expense. Upon Licensors request, Licensee shall provide to Licensor no later than the tenth (10th) calendar day after such request a written report of the progress of the restoration work.

XIV. LICENSEE'S RECORDS

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

14.1 Scope of Information. Unless otherwise specified, all of Licensee's recordkeeping and disclosure obligations under this article include and are limited to the following cumulative topics as reasonably determined by Licensor to be related to Licensee's use of the ROW under this Agreement (collectively the "Covered Information"):

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

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

14.2 Records Inspection. Licensee shall:

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

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

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

14.3 Record Retention. Licensee shall preserve records of the Covered Information in a secure place at Licensee's corporate headquarters in the

continental United States and available to Licensor on request for review within the City of Goodyear, Maricopa County, Arizona for a period ending seven (7) years after the time period reported by the records.

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

14.5 Reports. Upon not less than thirty (30) calendar days' notice, Licensee shall deliver to Licensor written reports (and, if requested by Licensor, a presentation to Licensor's governing council or designee) covering such Covered Information as Licensor may request from time to time. Unless Licensor has a basis for believing that Licensee might not be in compliance with this Agreement, Licensor shall not make more than one such request covering the same information in any twelve (12) month period.

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

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

14.8 Proprietary Information. Certain information disclosed by Licensee to Licensor and clearly marked and identified as “Confidential”, as required in this Agreement, shall be regarded as proprietary as to third parties. “Proprietary Information” shall mean any document or material clearly marked and identified as “Confidential”. Such Proprietary Information shall include, but not be limited to any financial information, technical information, any customer names and lists, or other information pertaining to services provided to its customers. The files and drawings provided by Licensee shall be considered confidential and shall be disclosed as a public record only to the extent required by A.RS.§ 39-126.01. If applicable, Licensee shall mark any submitted files and drawings subject to § 39-126.01 non-disclosure as confidential. Proprietary Information may include information on the type of services Licensee is offering to its customers provided that in no event shall Licensee be obligated to disclose to Licensor any customer identifying information. Information that is already in the public domain shall not be considered Proprietary Information. If information within the public domain is included with Proprietary Information on the same

document, the Licensor shall only disclose those portions within the public domain. Notwithstanding any provision in this License, Licensee acknowledges and understands that Licensor is subject to the disclosure requirements of Arizona's Public Records Law.

XV. COMPLIANCE WITH LAW

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

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

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

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

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

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

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

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

15.3 Building and other Permits. Licensee shall obtain at Licensee's own

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

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

15.4.1 Permission to Work in the ROW.

15.4.2 Permission to Alter City of Goodyear Improvements.

15.4.3 Permission to Obstruct Traffic.

15.4.4 Any other applicable permits regarding work in the ROW.

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

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

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

15.8 Permits. This Agreement does not relieve Licensee of the obligation to obtain permits, licenses, and other approvals from Licensor or other units of

government that are required for the erection, construction, reconstruction, installation, operation, or maintenance of the Plant or provision of Telecommunications Services; or from compliance with applicable municipal codes, ordinances, laws, and policies, such as zoning and land use ordinances and regulations, pavement cut and restoration ordinances and regulations, subdivision and project improvement ordinances, curb cut permits, building permits, ROW permits and the like.

XVI. ASSIGNABILITY

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

XVII. MISCELLANEOUS

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

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

17.2 Time of Essence. Time is of the essence of each and every provision of this Agreement.

17.3 Survival of Liability. All obligations of Licensee and Licensor hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this Agreement for any reason.

17.4 Severability. If any provision of this Agreement shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, then:

17.4.1 The invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of this Agreement.

17.4.2 This Agreement shall be automatically reformed to secure to the parties the benefits of the unenforceable provision, to the maximum extent consistent with law.

17.5 Conflicts of Interest. No officer, representative or employee of Licensor shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law.

17.6 No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the parties.

17.7 Non-liability of Officials and Employees. No official, representative or employee of Licensor shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by Licensor or for any amount which may become due to any party or successor, or with respect to any obligation of Licensor or otherwise under the terms of this Agreement or related to this Agreement.

17.8 Notices. Notices hereunder shall be given in writing delivered to the other party or mailed by registered or certified mail, return receipt requested, postage prepaid addressed to:

If to Licensor: City Manager City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395

Copy to: City Attorney City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395

If to Licensee: MCImetro Access Transmission Services LLC
600 Hidden Ridge
Irving, TX 75038
Attn: Franchise Manager

Copy to: Verizon Legal Department
Attn: Network Legal Team
1300 I Street, NW
5th Floor
Washington, DC 20005

Invoices to: Verizon - Billing Solutions
Attn: Contract Admin.
6929 N. Lakewood Ave.
MD-5.3-4009
Tulsa, Oklahoma 74117

Electronic Invoices: vz.row.tulsa@verizon.com

By notice from time to time, a person may designate any other street address within Maricopa County, Arizona as its address for giving notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) calendar days (excluding Saturday, Sunday, and legal holidays) after the notice is deposited in the United States mail.

17.9 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, draft agreements, discussion outlines, correspondence, memoranda, and representation regarding the ROW.

17.10 Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement was negotiated on the basis that it shall be construed according to its plain meaning and neither for nor against any party, regardless of their respective roles in preparing this Agreement. The terms of this Agreement were established in light of the plain meaning of this Agreement and this Agreement shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, which might otherwise favor Licensee.

17.11 Funding. This subparagraph shall control notwithstanding any provision of this Agreement or any exhibit or other agreement or document related hereto. If funds necessary to fulfill any Licensor obligations to make payments to Licensee under this Agreement are not appropriated by the Goodyear City Council, and Licensee does not postpone its right to such payment until funds are appropriated, Licensor may terminate this Agreement, by notice to Licensee. Licensor shall use best efforts to give notice of such a termination to Licensee at least thirty (30) calendar days prior to the end of Licensor's then current fiscal period. Termination in accordance with this provision shall not constitute a breach of this Agreement by Licensor. No person will be entitled to any compensation, damages or other remedy from Licensor if this Agreement is terminated pursuant to the terms of this subsection.

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

17.13 No Third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement or shall have any right or cause of action hereunder. Licensor shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Licensee), or otherwise as a result of the existence of this Agreement.

17.14 Exhibits. All Exhibits specifically stated to be attached hereto as

specified herein are hereby incorporated into and made an integral part of this Agreement for all purposes.

17.15 Attorneys' Fees. If any action, suit or proceeding is brought by either party hereunder to enforce this Agreement or for failure to observe any of the covenants of this Agreement or to vindicate or exercise any rights or remedies hereunder, the prevailing party in such proceeding shall be entitled to recover from the other party such prevailing party's reasonable attorneys' fees and other reasonable litigation costs (as determined by the court (and not a jury) in such proceeding).

17.16 Choice of Law. This Agreement shall be governed by the internal laws of the State of Arizona without regard to choice of law rules. Licensor has not waived its claims procedures as respects this Agreement. Exclusive proper venue for any action regarding this Agreement shall be Maricopa County Superior Court or a Federal district court sitting in Maricopa County. Licensor and Licensee consent to personal jurisdiction in such courts.

17.17 Approvals and Inspections. All approvals, reviews and inspections by Licensor under this Agreement or otherwise are for Licensor's sole benefit and not for the benefit of Licensee, its contractors, engineers or other consultants or agents, or any other person.

17.18 Recording. This Agreement shall not be recorded.

17.19 Statutory Cancellation Right. In addition to its other rights hereunder, Licensor shall have the rights specified in A.RS. § 38-511.

17.20 Immigration Requirements. To the extent applicable under A.R.S. § 41-4401, Licensee warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-Verify requirements under Arizona State Statutes. Licensee's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement.

17.21 No Israel Boycott. In accordance with federal law, by entering into this Agreement, Licensee certifies that it is not currently engaged in, and agrees that for the duration of this Agreement to not engage in a boycott of Israel.

Signatures on following pages.

EXECUTED as of the date first given above.

MCImetro Access Transmission Services LLC,

d/b/a Verizon Access Transmission Services, a Delaware limited liability company

By:_____

Dina Dye

Its: Associate Director – Network Reg/RE

CITY OF GOODYEAR, an Arizona municipal corporation

By: _____

Wynette Reed

Its: City Manager

Attest:

_____

Jasmine Pernicano, City Clerk

Approved as to Form:

_____

Roric Massey, City Attorney

Exhibit A

Letter of Credit Standards

- Issued by a commercial bank acceptable to the City. The bank must meet the following ***minimum*** requirements:
    - Chartered under the laws of the United States, any state thereof or the District of Columbia and which is insured by the Federal Deposit Insurance Corporation.
    - Licensed lender in the State of Arizona.
    - Long-term, unsecured and unsubordinated debt obligations are rated in the highest categories by either Moody's Investors Service, Inc. (Moody's) or Standard & Poor's Ratings Service (S&P) or their respective successors. Which Shall mean:
        - Moody's: Aaa, Aa1, Aa2, Aa3, A1 or A2
        - S&P: AAA, AA+, AA, AA-, A+ or A
    - If at any time the Letter of Credit Issuer Requirements are not met, or if the financial condition of such issuer changes in any materially adverse way, as determined by the City in its sole discretion, then a replacement Letter of Credit which meets the requirements must be provided to the City within five (5) calendar days of receiving written notice from the City.

Letter of Credit Format

- The **Beneficiary** must be the City of Goodyear
- The **Amount** must be fifty thousand dollars ($50,000).
- The **Principal** must be the Licensee who is a signatory to the License Agreement.
- The **Bank Name & Address** upon which payment would be drawn must be clearly stated on the face of the document.
- The **Text identifying the License agreement** must be detailed and reflect the specific agreement number
- The **Expiration Date** will be a minimum of two years. The Expiration Date must automatically extend for one year without amendment unless at least thirty (30) calendar days prior to any such expiry date issuer notifies the City of their election not to extend.
- The **Presentation of Draft** requirement will be drawn on a local branch or presentable at a correspondent bank within Maricopa County.
- The text must contain a **Partial Draft Clause** that clearly indicates partial draft draws are permissible.

ITEM #: 15.
DATE: 08/25/2025
AI #:2788

CITY COUNCIL ACTION REPORT

SUBJECT: ADOPTION OF RESOLUTION AUTHORIZING THE LICENSE AGREEMENT WITH COGENT FIBER LLC FOR THE INSTALLATION OF A FIBER OPTIC NETWORK WITHIN THE CITY'S RIGHTS-OF-WAY

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

SUMMARY

This five-year license agreement authorizes Cogent Fiber LLC, a Delaware limited liability company, frequently known as Sprint Communications Company L.P. (Cogent), to install, operate, and maintain a fiber optic communication system within rights-of-way located within the city of Goodyear. The agreement includes the option for three additional five-year renewal terms.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2487 AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH COGENT FIBER LLC, A DELAWARE LIMITED LIABILITY COMPANY (FKA SPRINT COMMUNICATIONS COMPANY L.P.), AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND CONDUIT FOR THE CITY'S EXCLUSIVE USE. (Philip Cochran, Assistant City Attorney)

FISCAL IMPACT

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

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

other cable conductors and/or conduit. The total payment to the city, based on the linear feet of trench, shall not exceed five percent (5%) of Cogent's gross revenues attributed to the fiber optic network within the city's right-of-way. Unless and until Cogent has any gross revenues, they shall pay the entire $0.89 per linear foot in full. Additionally, Cogent must pay an annual fee of $1,000.00 for any year in which an application fee is not paid to cover the city's administration and monitoring costs related to the agreement. The issuance of the license agreement does not require any city expenditures.

BACKGROUND AND PREVIOUS ACTIONS

Cogent is seeking a fiber license agreement from the city of Goodyear to install, operate, and maintain a fiber optic network within the city's rights-of-way. The planned connection locations are distributed throughout the city limits. Cogent previously entered into an agreement with the city in 2019 under their predecessor in interest, Sprint Communications L.P., and has been operating in the city's right-of-way since that time.

STAFF ANALYSIS

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

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

The license allows the city to enter into a separate agreement for in-kind contributions of fiber and or conduit for the city's exclusive use. The total costs of the fiber and/or conduit will be borne by Cogent and the city will credit those expenses towards the annual fee associated with the amount of trench in the right-of-way. This option allows the city to have access to fiber optic cable and/or conduit that can be utilized for city facilities and departments without any expenditure of funds from the city. Resolution No. 2025-2487 with Exhibit A is included as Attachment A.

Attachments

Attachment A - Resolution No. 2025-2487 with Exhibit A

RESOLUTION NO. 2025-2487

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH COGENT FIBER LLC, A DELAWARE LIMITED LIABILITY COMPANY (FKA SPRINT COMMUNICATIONS COMPANY L.P.), AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND CONDUIT FOR THE CITY'S EXCLUSIVE USE.

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

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

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

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

SECTION 1. The Mayor and City Council approve the License Agreement between the City of Goodyear and Cogent Fiber LLC, a Delaware limited liability company, a copy of which is attached as Exhibit A.

SECTION 2. The City Manager and/or their designee is authorized to execute the License Agreement attached as Exhibit A and to execute any and all documents necessary to carry out the intent of this Resolution.

SECTION 3. The City Manager, and/or their designee, is authorized to execute amendments to the License Agreement associated with minor clerical errors and technical amendments associated with the in-kind exchange of fiber optic cable and/or conduit in lieu of the annual license fee.

SECTION 4. Resolution 2025-2487 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 25th day of August, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT A

FIBER OPTICS TELECOMMUNICATIONS RIGHT-OF-WAY LICENSE AGREEMENT

FIBER OPTICS TELECOMMUNICATIONS
RIGHT-OF-WAY LICENSE AGREEMENT

AGREEMENT (the "Agreement") is made effective this_____calendar day of _____, 2025, by and between the City of Goodyear, an Arizona municipal corporation ("Licensor"), and Cogent Fiber LLC, a Delaware limited liability company (fka Sprint Communications Company L.P.) ("Licensee").

RECITALS

A. Licensor owns or has rights to public street and alley rights-of-way and public utility easements within the boundaries of the City of Goodyear that are designated for use by public utility companies for installation, operation, and repair of water, electrical, and other public utilities pursuant to franchises, licenses or other agreements between companies and Licensor, the area is limited to the public street and alley rights-of-way and public utility easements that are either owned by Licensor or which Licensor has rights to use, collectively, the RIGHT-OF-WAY ("ROW").

B. For purposes of this License, "Fiber Optics Communication System" means a network of fiber optic cables and all related equipment including conduit, carrier pipe, cable fibers, repeaters, power sources and other attachments and appurtenances necessary for fiber optics communication but which is excluded from the definitions of Telecommunications and Telecommunications Services as defined in ARS 9-581.

C. For the purposes of this License "Fiber Optics Communication System" does not include one-way transmissions directly to customers, users or subscribers of video programming or other programming services or subscriber interaction, if any, which is required for the selection of or response to video programming or other programming services. For purposes of the foregoing, the term "video programming" means programming provided by or generally considered comparable to programming provided by a television broadcast station. The term "other programming services" means information that a cable television system operator makes available to all subscribers generally.

D. Licensee desires to install and operate a Fiber Optics Communication System consisting of telecommunications fiber optic lines and related support equipment (the "Plant") under and in a portion of the ROW subject to the requirements of this Agreement and Chapter 22, Goodyear City Ordinance. Licensee shall be permitted to install the Plant in the ROW only after Licensee has received all necessary permits and approvals from Licensor to install the Plant within those specific portions of the ROW as permitted by Licensor. Licensor may grant, with conditions, or deny such approval in its sole discretion. Those portions of the ROW where Licensee has received

permission and permits from Licensor to install the Plant are the “Use Areas.”

E. Licensor desires to grant to Licensee a nonexclusive license to install, maintain, operate, upgrade and repair the Plant (the "Permitted Uses") subject to the requirements of this Agreement.

F. Licensor and Licensee desire to provide a method whereby additional portions of the ROW can be added to this Agreement (the "New Use Areas"). Licensee may expand its Plant within the Licensor 's ROW by obtaining a permit from Licensor and upon Licensor's approval of plans. Licensor may grant, with or without conditions, or deny such approval in its sole discretion. Any expansion of the Plant approved by Licensor shall be subject to all terms and conditions of this Agreement and the conditions, if any, imposed by Licensor.

G. Various laws (the ‘Telecommunications Laws’) authorize Licensor to regulate its streets, alleys, and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation and maintenance of telecommunications systems. The Telecommunications Laws include, without limitation, the following:

1) The Goodyear City Charter.

2) The Goodyear City Code.

3) The Constitution of the State of Arizona.

4) Other applicable federal, state and local laws, codes, rules and regulations.

5) Licensor's police powers, its authority over public rights-of-way, and its other governmental powers andauthority.

H. The requirement to provide proof that Licensee has received a certificate of Convenience and Necessity from the Arizona Corporation Commission does not apply to a Licensee as it provides solely interstate telecommunications services within the state. If at any time Licensee provides intrastate telecommunications services within the state, Licensee shall provide Licensor with proof it has received a certificate of convenience and necessity from the Arizona Corporation Commission.

I. There may be portions of the ROW (the "Third Party Areas") upon which the Plant may not be built without permission (the 'Third Party Permission") from one or more third parties (the "Third Parties"). The Third-Party Areas are areas such as canal crossings or other areas that for any reason have limited ROW dedications or that have regulatory use restrictions imposed by a Third Party.

J. The Licensor retains the right to adopt, from time to time, in addition to the provisions contained in this Agreement, such charter provisions, ordinances and rules, and regulations as may be deemed necessary by the Licensor to protect and promote the property, health, safety and welfare of the Licensor's inhabitants. Licensee shall be subject to all applicable ordinances, rules, and regulations as they may apply.

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

I. USE AREAS

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

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

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

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

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

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

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

1.3.1.3 Within sixty (60) calendar days after receiving such

a notice, Licensor shall inform Licensee whether Licensor approves the proposed New Use Areas.

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

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

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

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

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

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

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

1.8.1 Competing Users. Water/waste/storm pipes, pavement, fiber, telephony, electric lines, cable, and other facilities may all be located within the same Segment of ROW with portions of the Plant. Licensee accepts therisk that Licensor and others (the "Competing Users") may now or in the future install their facilities in the Use Areas in locations

that make parts of the ROW unavailable for Licensee's use. The Competing Users include without limitation Licensor, the State of Arizona and its political subdivisions, the public, and all manner of utility companies and other existing or future users of the Use Areas.

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

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

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

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

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

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

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

1.8.5 Use Priorities. This Agreement does not grant to Licensee or establish for Licensee any exclusive rights or priority in favor of

Licensee to use the Use Areas. Licensee's use of the Use Areas shall be subordinate to all Competing Activities. Licensee shall not obstruct, impede, disrupt or interfere with or prevent any Competing User from using the Use Areas.

1.8.6 Regulation. Licensor shall have full authority to regulate use of the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and to require Licensee to cooperate and participate in implementing such resolutions. Without limitation, Licensor may take any or all of the following into account in regulating use of the Use Areas:

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

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

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

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

1.8.7.1 Licensee shall perform the Relocation Work at its own cost when required by Licensor's city manager or designee.

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

1.8.7.3 Licensor may begin the removal of any portion of the Plant from the ROW and either perform the Relocation Work or require Licensee to perform the Relocation Work if any part of the Relocation Work has not begun on or before the day that is seventy (70) calendar days after Licensee has received written notice from Licensor. Licensee shall reimburse Licensor for its reasonable and actual costs

(including administration) in performing any of the foregoing.

1.8.7.4 Licensor may remove the Plant or perform any part of the Relocation Work that has not been completed within forty-five (45) calendar days after Licensee has begun the Relocation Work, unless otherwise agreed on in writing by both Licensor and Licensee. Licensee shall reimburse Licensor for its actual costs (including administration) associated with removing the Plant and/or performing any Relocation Work that Licensor performs.

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

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

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

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

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

facilities in connection with Competing Activities shall not be diminished by Licensee's relocation obligations hereunder.

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

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

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

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

report to the Use Areas within two (2) hours of any request by Licensor under this paragraph.

II. TERM OF AGREEMENT

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

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

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

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

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

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

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

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

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

III. LICENSEE'S PAYMENTS

3. Licensee's Payments. Licensee shallmake payments to Licensor as follows:

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

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

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

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

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

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

3.1.6 All other amounts required by this Agreement.

3.2 Annual Fee Payment Amount.

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

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

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

3.2.1.3 Gross revenues means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half per cent (1.5%) annually, that is received directly or indirectly by the Licensee and that is derived from the services that utilize the Plant and are

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

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

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

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

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

3.5 Adjustments. The dollar figures stated in Section 3.2.1 of this Agreement shall be automatically adjusted upward annually on July 1st. The adjustment shall be made on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, all items, published by the United States Bureau of Labor Statistics (the "Cost of Living Index") for the month of January. In no event shall any amount be adjusted

downward from any previous period. If the Cost-of-Living Index has not been published on any adjustment date, Licensor shall have the right to estimate the Cost-of-Living Index and to make the adjustments based on such estimate, subject to adjustment when the actual figures become known. If such Cost-of-Living Index shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, then an index published by any state or federal agency or an index, formula or table accepted generally by the real estate profession shall be used as chosen by Licensor in Licensor 's reasonable discretion. Any delayed adjustment shall be effective retroactively.

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

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

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

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

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

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

linear feet of trench in the ROW.

3.7.5 All other Fee Payment shall be payable quarterly in arrears on the last calendar day of the first month of the next calendar quarter. For example, the Violation Fee Payment for the first calendar quarter of a year shall be payable on or before April 30.

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

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

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

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

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

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

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

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

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

3.9.4.4 Licensor may adjust the amount of the letter of credit upward annually on July 1st. The adjustment shall be made based on the Cost-of-Living Index for the month of January of that same year. If the amount of the letter of credit is adjusted upward then Licensee shall provide a new letter of credit to Licensor upon the expiration of the existing letter of credit or

within sixty (60) days of Licensor's request, whichever is sooner.

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

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

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

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

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

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

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

this Agreement.

3.12 Fee Payment Amounts Cumulative. All amounts payable by Licensee hereunder or under any tax, assessment or other existing or future ordinance, law or other contract or obligations to the City of Goodyear or the State of Arizona shall be cumulative and payable in addition to each other payment required hereunder, and such amounts shall not be credited toward, substituted for, or setoff against each other in any manner.

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

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

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

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

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

City Fiber. Licensor shall either approve or reject the Actual Costs within thirty (30) calendar days after submittal by Licensee to Licensor. If Licensor has not approved or rejected such Actual Costs within thirty (30) calendar days, the Actual Costs submitted shall be treated as rejected by Licensor. After any rejection of the Actual Costs Licensee will make any necessary corrections and resubmit the Actual Costs to Licensor. After acceptance of the Actual Costs, Licensor shall credit the lesser of the Maximum Credit Amount or the Actual Costs towards the Annual Fee Payment. Notwithstanding the limitations above, the amount credited towards the Annual Fee Payment is subject to a one-time increase based upon Licensor's substantiated and uncontrollable construction costs related to the installation of the City Fiber. Any increase in the credit towards the Annual Fee Payment must be confirmed in writing and approved by the City Engineer, or its designee. However, in no event shall the amount credited towards the Annual Fee Payment exceed a ten percent (10%) increase over the Maximum Credit Amount that was previously approved by Licensor.

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

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

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

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

3.13.9 If during the term of this Agreement, Licensee undertakes the

relocation of any segment of Licensee's network that contains City Fiber, Licensor shall proceed with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent of, the time of, and the methods to be used for such relocation; provided that: (i) any such relocation shall be constructed and the City Fiber shall be tested as set forth above; and (ii) if the relocation is at Licensee's discretion, Licensee shall maintain the end points of the City Fiber. Licensee must give Licensor not less than sixty (60) calendar days prior notice of any such relocation.

3.13.10 Limitation of Use of City Fiber

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

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

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

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

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

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

provided fibers.

IV. USE RESTRICTIONS

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

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

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

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

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

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

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

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

4.2.2.1 The name of the third party.

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

4.2.2.3 The route of the proposed service.

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

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

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

4.3.1 The following are Regulated Activities:

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

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

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

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

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

4.3.5 Without limiting the other amendment or waiver provisions of this Agreement, no change to or waiver of this Agreement's provisions regarding Regulated Activities is effective without a formal amendment to this Agreement executed by Licensor after approval by Licensor's city council. Licensor has not promised any such amendment or waiver. This Agreement does not prohibit the parties from entering into other

agreements regarding the Plant, should both parties desire to do so in their sole and absolute discretion.

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

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

4.4.2 Signs Covered. This paragraph shall apply to all signs, designs, monuments, decals, graphics, posters, banners, markings, and other manner of signage.

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

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

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

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

4.7.1 State of Arizona

4.7.2 Maricopa County

4.7.3 Bureau of Reclamation

4.7.4 Central Arizona Water Conservation District

4.7.5 Salt River Project

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

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

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

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

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

4.10.1.2 Electric backup batteries.

4.10.1.3 Any other materials that are commonly used

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

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

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

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

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

4.10.5.1 Participate in the Toxic Material coming to the ROW.

4.10.5.2 Fail to immediately report the Toxic Material to Licensor.

4.10.5.3 Participate in spreading or otherwise disturbing the Toxic Material.

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

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

4.10.7 Within six (6) hours after any violation by Licensee of this

Agreement pertaining to Toxic Substances, Licensee shall give Licensor notice reporting such violation.

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

4.12 Access by Others. Licensee shall cause to comply with this Agreement all persons accessing the ROW through or under Licensee or this Agreement. Licensee is responsible for any violations of this Agreement by persons physically accessing the ROW through or under Licensee or this Agreement.

V. IMPROVEMENTS BY LICENSOR

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

VI. LICENSEE'S IMPROVEMENTS GENERALLY

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

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

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

6.1.2 Licensor shall not be required to execute any non-disclosure

agreements or any other agreement to receive any route maps.

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

6.2 Abandonment of ROW and Easements. From time-to-time the ROW and public utility easements within the boundaries of the City of Goodyear will decrease due to abandonments. Prior to Licensor abandoning any portion of the ROW or public utility easements it is necessary to obtain utility clearance letters to ensure no infrastructure has been installed within any portion of the ROW or public utility easement that is to be abandoned. After Licensor notifies Licensee of potential abandonments of the ROW and/or public utility easements, Licensee shall respond to Licensor within fifteen (15) calendar days and clearly state if the Plant or any portions thereof are located within the ROW and/or the public utility easement that is to be abandoned. If Licensee notifies Licensor that any portion of the ROW or public utility easement that is to be abandoned contains the Plant, then such planned abandonment shall be suspended pending a resolution by Licensor. If Licensor has not received any response from the Licensee within fifteen (15) calendar days after Licensor has notified Licensee of any potential abandonment of the ROW, Licensor shall have the right to abandon said portion of the ROW and neither Licensor nor any agent, contractor or employee of Licensor shall be liable to Licensee, its customers or third parties for any costs, service disruption or for any other harm caused them or the Plant due to Licensors abandonment of the ROW.

6.3 Permits and Inspections.

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

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

provide copies of the video recordings to Licensor. All video recordings shall be done to Licensor's standards and submitted to Licensor in a format approved by Licensor.

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

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

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

6.6 Relationship of Plans Approval to Regulatory Processes. Licensee's submission of plans under this Agreement, Licensor's approval of plans for purposes of this Agreement, and the plans approval process under this Agreement, shall be separate and independent of all zoning, design review and other regulatory or similar plans submittal and approval processes, all of

which shall continue to apply in addition to the requirements of this Agreement and its approvals. BUILDING PERMITS, ZONING CLEARANCES, OR ANY OTHER GOVERNMENTAL REVIEWS OR ACTIONS DO NOT CONSTITUTE APPROVAL OF ANY PLANS FOR PURPOSES OF THIS AGREEMENT.

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

6.8 Cost of Licensee Improvements. All Licensee's Improvements shall be designed and constructed at no expense to Licensor. In no event, including without limitation termination of this Agreement for any reason, shall Licensor be obligated to compensate Licensee in any manner for any of Licensee's Improvements or other work provided by Licensee during or related to this Agreement. Licensee shall pay, protect, indemnify, defend and hold harmless Licensor and Licensor's employees, officer's, contractors and agents against all claims related to labor, materials, professional services and other work for Licensee's Improvements. Licensee shall bear the cost of all work required from time to time to cause the ROW and other nearby property owned by Licensor to comply with local zoning rules, the Americans with Disabilities Act, building codes and all similar rules, regulations and other laws if such work is required because of work performed by Licensee, by Licensee's use of the ROW, or by any exercise of the rights granted to Licensee under this Agreement.

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

6.10 Damage During Work.

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

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

6.10.3 If Licensee causes damage to the ROW, pavement, sidewalks,

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

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

6.11 Restoration.

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

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

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

restoration or repairs required of Licensee under the terms of this Agreement.

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

6.14 Disturbance of Toxic Substances. Prior to undertaking any construction or other significant work, Licensee shall cause the Use Areas to be visually inspected for any signs of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Licensee shall cause the contractor or other person performing such work to give to Licensor notice by the method described in this Agreement to the effect that the person will inspect for such materials, will not disturb such materials, and will indemnify, defend and hold Licensor harmless against any disturbance in such materials in the course of the contractor's or other person's work. Licensee shall cause any storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Licensee upon the ROW to be performed by persons, equipment, facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services. Licensee shall promptly deliver to Licensor copies of all reports or other information regarding Toxic Substances.

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

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

6.15.1.1 Complete blockage of a sidewalk or trail.

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

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

6.15.1.4 Any Work that does or is projected to take more

than seven (7) calendar days to complete.

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

6.15.1.6 Any Work that involves any traffic breaks, diversions or interruptions, any temporary or permanent alteration of traffic signals or signs or other traffic control devices, or any rerouting of any traffic.

6.15.2 Medium Work is all Work that is not Heavy Work but involves workers or equipment being used or located within ten (10) feet of any portion of any public street ROW designated for vehicular travel, within one hundred (100) feet of the nearest part of any intersection measured from the closest edge of pavement or back of curb, or upon or interfering in any way with any sidewalk, path or trail.

6.15.3 Light work is Work that is not Medium Work or Heavy Work.

6.16 Street Classifications. All ROW shall be divided into three categories ("Critical Streets", "Large Streets", and "Small Streets") as follows:

6.16.1 Critical Streets are all of the Litchfield Road, Estrella Parkway, Van Buren St, and McDowell Road ROW and all ROW within one hundred feet (100') of the ROW of any of these roads. Critical Streets are only the streets named in this paragraph and do not include other streets encircled by or near the Critical Streets.

6.16.2 Large Streets are all streets shown on Goodyear's General Plan as Major Arterials, Minor Arterials or Collectors.

6.16.3 Small Streets are all Route ROW that is not Critical Streets or Large Streets.

6.17 Light Work Restrictions. Unless expressly agreed to by Licensor, on a case-by-case basis, all Light Work shall comply with the following:

6.17.1 Licensee shall obtain all permits.

6.17.2 Licensee shall not perform Light Work to Critical Streets during the hours of 7 a.m. to 9 a.m. or 4 p.m. to 6 p.m. Monday through Friday (collectively "Rush Hours").

6.18 Medium Work Restrictions. Unless expressly agreed to by Licensor, on

a case-by-case basis, all Medium Work shall comply with all of the restrictions applicable to Light Work and also with the following:

6.18.1 Licensee shall give Licensor ten (10) calendar days advance notice of any Medium Work.

6.18.2 Licensee shall not perform Medium Work to Critical Streets or Large Streets during Rush Hours.

6.19 Heavy Work Restrictions. Unless expressly agreed to by Licensor, on a case-by-case basis, all Heavy Work shall comply with all of the restrictions applicable to Medium Work and Light Work and also with the following:

6.19.1 Heavy Work is prohibited on Critical Streets during the period from February 1 to March 31.

6.19.2 Licensee shall follow the existing construction and traffic control permitting processes for Heavy Work.

6.19.3 Licensee's giving notice under this paragraph is not a substitute for obtaining Licensor's approval of the proposed work.

6.20 Work Restriction Waivers. Licensor's contract administrator shall have authority but not an obligation to grant written exceptions to the provisions of this Agreement that limit the calendar days or times during which Licensee may conduct Work.

VII. LICENSEE'S INITIAL PROJECT CONSTRUCTION

7. Licensee's Initial Project Construction. Licensee is not required to construct any portion of the Plant by any particular deadline.

VIII. MAINTENANCE AND OPERATIONS

8. Maintenance and Operations. Except as expressly provided below, Licensee shall be solely responsible for all maintenance, repair and utilities for the Plant during the term of this Agreement. Without limitation, Licensee shall perform the following:

8.1 Right of Inspection. Licensor shall be entitled to inspect all construction, reconstruction or installation work and to make such tests as it deems necessary to ensure compliance with the terms of this Agreement, the Engineering Design Standards and Policies Manual, or other Laws. All Licensor plans reviews, inspections, standards and other rights and actions with relation to Licensee's Improvements are for Licensor's sole and exclusive benefit and neither Licensee nor any other person shall rely thereon or have any rights related thereto.

8.2 Identification. All Licensee employees, contractors and subcontractors shall wear on their clothing a clearly visible identification card bearing their name and photograph and Licensee's logo or name. Licensee shall account for all Licensee issued identification cards at all times. Every service vehicle of Licensee, its contractors and its subcontractors shall be clearly identified as such to the public. Licensee vehicles shall prominently display Licensee's name and logo. Other vehicles shall prominently display the contractor's or subcontractor's name.

8.3 Construction Notification. Unless expressly agreed to by Licensor, on a case-by-case basis, Licensee shall notify the occupant of any residence at least ten (10) calendar days prior to any work performed in front of a residential driveway or along any residential street that would otherwise impede traffic or access to a residence. In addition to providing notice to the occupant of any residence, when applicable, Licensee shall also provide notice to any homeowner's association, property association or similar management company at least ten (10) calendar days prior to any work being performed within the ROW involving street closures, trenching, or that would otherwise impede traffic or access to a residence of a residentially zoned area. Licensor may establish other requirements for Licensee to notify any occupant of any single-family or multi-family residence prior to performing work within the ROW.

8.4 Maintenance by Licensor. Licensor has no maintenance or repair obligations for the Use Areas.

8.5 Maintenance by Licensee. Licensee shall at all times repair and maintain the Plant at the Use Areas at Licensee's sole expense in a sound, clean, safe manner, meeting or exceeding standard industry practices of maintenance of comparable facilities in the southwest United States as determined in Licensor's discretion.

IX. BREACH BY LICENSEE

9. Breach by Licensee. Licensee shall comply with the terms and provisions of this Agreement and shall cause all persons using the Use Areas under the authority granted Licensee by this Agreement to do the same. Licensee's failure to do so shall be a material breach by Licensee of this Agreement.

9.1 Events of Default. This entire Agreement is made upon the condition that each and every one of the following events shall be deemed an "Event of Default" by Licensee of Licensee's material obligations under this Agreement:

9.1.1 If Licensee shall be in arrears in the payment of Fee Payment due and not paid and shall not cure such arrearage within ten (10)

calendar days after Licensor has notified Licensee of such arrearage in writing.

9.1.2 If Licensee shall fail to keep the Certificate in effect.

9.1.3 If Licensee shall fail to maintain any insurance required by this Agreement.

9.1.4 If Licensee shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding or if any assignment of any of Licensee's or such other person's property shall be made for the benefit of creditors or if Licensee or such other person dies or is not regularly paying its debts as they come due (collectively a "Licensee Insolvency").

9.1.5 If Licensee shall fail to comply with the Site Documents and shall not cure such noncompliance beforetheearlier of:

9.1.5.1 The date such non-compliance causes any harm to Licensor.

9.1.5.2 The date sixty (60) calendar days after Licensor gives Licensee notice of such noncompliance.

9.1.6 If the issuer of any letter of credit shall fail for any reason to timely and fully honor any request by Licensor for funds or other performance under the instrument and Licensee fails to cause the issuer to or some other person to honor the request within ten (10) calendar days after Licensor notifies Licensee in writing that such request has not been honored.

9.1.7 If Licensee shall fail to obtain or maintain any licenses, permits, or other governmental approvals pertaining to the ROW or timely pay any taxes pertaining to the ROW and shall not cure such failure within sixty (60) calendar days.

9.1.8 If Licensee shall engage in a pattern of repeated failure (or neglect) to timely do or perform or observe any provision contained herein. After Licensor has once given notice in writing of any failure by Licensee to comply with any provision of this Agreement, the following shall constitute a repeated failure by Licensee to comply with such provision:

9.1.8.1 Three (3) failures to comply with any provision of this Agreement during any ninety (90) day period.

9.1.8.2 Four (4) or more failures to comply with any provision of this Agreement during any twelve (12) month period.

9.1.9 If Licensee shall fail to or neglect to timely and completely do or perform or observe any other provisions contained herein and such failure or neglect shall continue for a period of sixty (60) calendar days after Licensor has notified Licensee in writing of such failure or neglect.

9.1.10 If Licensee fails to cooperate with Licensor during any audit of Covered Information as defined in this Agreement.

9.2 Licensor's Remedies. Upon the occurrence of any Event of Default or at any time thereafter, Licensor may, at its option and from time to time, exercise at Licensee's expense any or all or any combination of the following cumulative remedies in any order and repetitively at Licensor's option:

9.2.1 Terminate this Agreement. If Licensor terminates this Agreement, then within seven (7) calendar days of Licensee's receipt of notification from Licensor, Licensee may request a hearing before the City Manager, or their designee, but if no such request is made then any decision made by the City Manager, or their designee shall be final. Termination of this Agreement due to Licensee's breach or for any other reason does not terminate Licensee's obligations arising during the time simultaneous with or prior to or the termination, and in no way terminates any of Licensee's liability related to any breach of this Agreement.

9.2.2 Cause a receiver to be appointed for the continuing performance of Licensee's obligations at the Use Areas.

9.2.3 Pay or perform, for Licensee's account, in Licensee's name, and at Licensee's expense, any or all payments or performances required hereunder to be paid or performed by Licensee.

9.2.4 Abate at Licensee's expense any violation of this Agreement. Notwithstanding anything in this Agreement to the contrary, unilaterally and without Licensee's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter-of-credit, escrowed funds, insurance policies, or other deposits, sureties, bonds or other funds or security pledged for Licensor's benefit pursuant to this Agreement and use the proceeds for any remedy permitted by this Agreement.

9.2.5 Be excused without any liability to Licensee thereof from further performance of any or all obligations under this Agreement.

9.2.6 Require an additional security deposit adequate in Licensor's sole discretion to protect Licensor and the ROW in light of Licensee's history of performance under this Agreement.

9.2.7 Assert, exercise or otherwise pursue at Licensee's expense any and all other rights or remedies, legal or equitable, to which Licensor may be entitled, subject only to the limitation set out below on Licensor's ability to collect money damages in light of the Violation Fee Payment.

9.3 Violation Fee Payment. In lieu of certain money damages (the "Inconvenience Costs") set out below, the following shall apply to Licensee's violation of certain limited requirements of this Agreement (the "Violation Fee Provisions"):

9.3.1 The Inconvenience Costs are the money damages that Licensor suffers in the form of administrative cost and inconvenience, disharmony among Competing Users, and general inconvenience in ROW use by Licensor, Competing Users and the public when Licensee fails to comply with the Violation Fee Provisions.

9.3.2 Licensee's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the parties have agreed that, in lieu of Licensee paying to Licensor as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Licensee shall pay Violation Fee Payment.

9.3.3 Violation Fee Payment is only intended to remedy Inconvenience Costs that Licensor suffers because of Licensee's breach of the Violation Fee Provisions. Licensee's payment of Violation Fee Payment does not in any way excuse any breach by Licensee of this Agreement or limit in any way Licensor's obtaining any other legal or equitable remedy provided by this Agreement or otherwise or such breach. For example, Licensee's obligation to pay Violation Fee Payment does not in any way detract from Licensee's indemnity and insurance obligations under this Agreement, which shall apply according to their terms in addition to Licensee's obligation to pay Violation Fee Payment.

9.3.4 Except as may be expressly stated in this paragraph, no cure period applies to the accrual of Violation Fee Payment.

9.3.5 Licensee may elect to draw upon the letter of credit to collect the Violation Fee Payment

9.3.6 The Violation Fee Provisions and the amount of the Violation Fee Payment per calendar day or part thereof are as follows:

9.3.6.1 The amount of Six Hundred Dollars ($600.00) per calendar day for Licensee's failure to properly restore the public ROW or to correct related violations of specifications, code, ordinance or standards within ten (10) calendar days after Licensor's notice to correct such defects except where such curative efforts by Licensee are precluded by a force majeure event. Such Violation Fee Payment shall be in addition to any cost the Licensor may incur to restore the ROW or correct the violation.

9.3.6.2 The amount of Six Hundred Dollars ($600.00) per calendar day for Licensee's failure to temporarily or permanently relocate or otherwise modify the Plant as requested by Licensor ninety (90) calendar days after Licensor's written notice to temporarily or permanently relocate or otherwise modify the Plant except where such curative efforts by Licensee are precluded by a force majeure event or otherwise agreed to by the parties. Such Violation Fee Payment shall be in addition to any cost the Licensor may incur to remove or relocate or otherwise modify the Plant or correct the violation.

9.3.6.3 The amount of Two Hundred Fifty Dollars ($250.00) per calendar day for each failure to make Licensee's books and records available as required by this Agreement.

9.3.6.4 The amount of Five Thousand Dollars ($5,000.00) for any unauthorized partial or total assignment of this Agreement.

9.3.6.5 The amount of Five Hundred Dollars ($500.00) per instance of any other action or non-action by the Licensee contrary to this Agreement that causes Inconvenience Costs and that is not cured after three (3) calendar days' notice.

9.3.7 Violation Fee Payments shall be assessed as follows:

9.3.7.1 If Licensor determines that Licensee is liable for Violation Fee Payment, then Licensor shall issue and deliver to Licensee at Licensee’s address herein a notice of Licensor's assessing a Violation Fee Payment. The

notice shall set forth the nature of the violation and the amount of the assessment. Licensee shall (i) have ten (10) calendar days after the notice to pay the Violation Fee Payment or give Licensor notice contesting the assertion of noncompliance and (ii) If Licensee fails to respond to the notice within ten (10) calendar days, Licensee shall pay the Violation Fee Payment. However, if the Violation Fee Payment amount exceeds Five Thousand Dollars ($5,000), then t(i) Licensee shall have thirty (30) calendar days after the notice to pay the Violation Fee Payment or give Licensor notice contesting the assertion of noncompliance and (ii) If Licensee fails to respond to the notice within thirty (30) calendar days, Licensee shall pay the Violation Fee Payment.

9.3.7.2 In the event that Licensee notifies Licensor of a dispute related to the nature of an alleged violation, the parties agree to meet and review the alleged violation within ten (10) business days. After reviewing the nature of an alleged violation Licensor shall issue a final decision on whether to assess Licensee a Violation Fee Payment.

9.4 Effect of Abandonment. In addition to Licensor's other rights, if Licensee abandons the Plant during the term of this Agreement, or fails to operate the Plant in accordance with its duty to provide continuous service, Licensor, at its option, may acquire ownership of the Plant; operate the Plant; designate another entity to operate the Plant temporarily until Licensee restores service under conditions acceptable to Licensor or until the license is revoked and a new Licensee selected by Licensor is providing service; or obtain an injunction requiring Licensee to continue operations. If Licensor operates or designates another entity to operate the Plant, Licensee shall reimburse Licensor or its designee for all reasonable costs and damages incurred that are in excess of the revenues from the Plant. Licensor shall give Licensee seven (7) calendar days' notice before operating or designating another entity to operate the Plant. If Licensee abandons only part of the Plant, then this paragraph shall apply to the part abandoned. A part of the Plant shall be deemed to be abandoned if Licensee fails to respond in the affirmative within sixty (60) calendar days to a written notice from Licensor requesting that Licensee confirm that Licensee is maintaining the part of the Plant and that it is available for use by Licensee's customers.

9.5 Non-waiver. Licensee acknowledges Licensee's unconditional obligation to comply with this Agreement. No failure by Licensor to demand any performance required of Licensee under this Agreement, and no acceptance by Licensor of any imperfect or partial performances under this Agreement, shall excuse such performance or impair in any way Licensor's

ability to insist, prospectively and retroactively, upon full compliance with this Agreement. No acceptance by Licensor of Fee Payment payments or other performances hereunder shall be deemed a compromise or settlement of any right Licensor may have for additional, different or further payments or performances. Any waiver by Licensor of any breach of condition or covenant herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or otherwise prevent Licensor from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill or notice by Licensor or Licensee concerning payments or other performances due hereunder, or failure by Licensor to demand any performance hereunder, shall excuse Licensee from compliance with this Agreement nor stop Licensor (or otherwise impair Licensor's ability) to at any time correct such notice and/or insist prospectively and retroactively upon full compliance with this Agreement. No waiver of any description (INCLUDING ANY WAIVER OF THIS SENTENCE OR PARAGRAPH) shall be effective against Licensor unless made in writing by a duly authorized representative of Licensor specifically identifying the particular provision being waived and specifically stating the scope of the waiver. LICENSEE EXPRESSLY DISCLAIMS AND SHALL NOT HAVE THE RIGHT TO RELY ON ANY SUPPOSED WAIVER OR OTHER CHANGE OR MODIFICATION, WHETHER BY WORD OR CONDUCT OR OTHERWISE, NOT CONFORMING TO THIS PARAGRAPH.

9.6 Reimbursement of Licensor's Expenses. Licensee shall pay to Licensor within thirty (30) calendar days after Licensor's demand any and all amounts expended or incurred by Licensor in performing Licensee's obligations after an Event of Default together with interest thereon at the rate of one and one-half percent (1.5%) per month from the date expended or incurred by Licensor.

9.7 Inspection. Licensor shall have access to all portions of the Use Areas at all times and without notice for the purpose of examining, inspecting, evaluating, planning, repairing, designing, maintaining or showing the Use Areas or exercising Licensor's other rights hereunder. Licensee shall promptly undertake appropriate action to rectify any deficiency (identified by Licensor during such inspections or otherwise) in Licensee's compliance with this Agreement. This paragraph does not limit Licensor's other rights of access to the Use Areas elsewhere in this Agreement or otherwise. This right of access is in addition to access rights for Licensor inspectors or other employees and officers acting within their legal authority.

9.8 Breach by Licensor. Notwithstanding anything in this Agreement to the contrary, if Licensor at any time is required to pay to Licensee any amount or render any performance, such amount or performance is not due until thirty (30) calendar days after notice by Licensee to Licensor that the amount has become payable or that the performance is due. In the event a cure cannot be

effected during that period, Licensor shall not be in default so long as Licensor commences cure during the period and diligently prosecutes the cure to completion provided such cure must be completed within sixty (60) calendar days after the notice.

9.9 Right to Setoff and Credit. In addition to its other rights and remedies under this Agreement, Licensor shall have the right to setoff and credit from time to time and at any time, any and all amounts due from Licensee to Licensor, whether pursuant to this Agreement or otherwise, against any sum which may be due from Licensor to Licensee pursuant to this Agreement or otherwise.

X. TERMINATION OR EXPIRATION

10. Rights at Termination or Expiration. The following provisions shall apply at the expiration of the term hereof or upon any other termination of this Agreement (taking into account any extensions of this Agreement):

10.1 Expiration.

10.1.1 Notice of Expiration. Upon expiration of this Agreement for any reason, Licensor shall provide notice to Licensee of expiration of this Agreement.

10.1.2 Holding Over. In any circumstance whereby Licensee would remain in possession or occupancy of the Use Areas after the expiration of this Agreement, such holding over shall operate as a limited renewal or extension of this Agreement from month to month (the "Holdover Period") that may be terminated at any time by Licensor upon sixty (60) calendar days' notice to Licensee, or by Licensee upon sixty (60) calendar days' notice to Licensor

10.1.3 Surviving Obligations. Expiration of this Agreement does not terminate Licensee's obligations existing or arising prior to or simultaneous with, or attributable to, the expiration or events leading to or occurring before expiration. During any Holdover Period, Licensee shall be required to maintain all insurance as required by this agreement and provide and maintain a current letter of credit during the entire Holdover Period.

10.1.4 Permits. During any Holdover Period Licensor, at Licensor's sole discretion, may withhold the issuance of any permits to Licensee to perform any work within the ROW. Licensee shall not modify the Plant or perform any work in the ROW during any Holdover Period without receiving express permission to perform work in the ROW in addition to all necessary permits from Licensor.

10.1.5 Fee Payment. During any Holdover Period Licensee shall pay an amount based on Licensee's use of the Plant (the “Holdover Monthly Fee Payment”). The amount of the Holdover Monthly Fee Payment shall be one-twelfth (1/12) of the Annual Fee Payment and shall be due and payable before the tenth (10th) day of each calendar month. During any Holdover Period no credit for any in-kind contributions made by Licensee shall be applied to the Holdover Monthly Fee Payment. Any Holdover Monthly Fee Payment received after the tenth (10th) day of the calendar month immediately following the expiration of the Agreement or any month thereafter during the Holdover Period shall be charged all applicable Late Fees.

10.1.6 New Agreement. Licensor and Licensee shall work in good faith to enter into a new license during any Holdover Period.

10.1.7 In-Kind Contribution. If in-kind contributions or services are being provided to Licensor then Licensee shall continue to allow Licensor the ability to access or use any and all in-kind contributions throughout any Holdover Period.

10.2 Termination.

10.2.1 Surviving Obligations. Licensor's termination of this Agreement due to an Event of Default or any other reason does not terminate Licensee's obligations existing or arising prior to or simultaneous with, or attributable to, the termination or events leading to or occurring before termination.

10.2.2 Delivery of Possession. Upon termination of this Agreement Licensee shall cease using the Use Areas. Licensee shall without demand, peaceably and quietly quit and deliver up the Use Areas to Licensor in as good order and condition, reasonable use and wear excepted, as the Use Areas may now be in or in such better condition as the Use Areas may hereafter be placed.

10.2.3 New Approvals and Agreements. Upon termination of this Agreement for any reason, Licensee shall no longer have the right to use the ROW. After such period, any right, if any, for the Plant to be in the ROW shall be pursuant to such new approvals and agreements, if any, and not pursuant to this Agreement.

10.2.4 Confirmation of Termination. Upon termination of this Agreement for any reason, Licensee shall provide to Licensor upon demand a confirmation of termination of this Agreement executed and acknowledged by Licensee and by all persons who claim that they have received from or through Licensee any interest in or right to use the ROW.

10.2.5 Removal of Improvements. NOTWITHSTANDING anything in this paragraph or the remainder of this Agreement to the contrary, unless Licensor directs otherwise, Licensee shall leave the cable, conduits, other appurtenances, and the remainder of the entire Plant in place in good condition, in working order, with each cable and conduit end properly labeled and enclosed in proper junction boxes, and in safe condition. However, to the extent Licensor gives notice requesting the work, Licensee shall remove all of the Plant and restore the Use Areas to its prior condition, or to a condition matching Licensor's surrounding land and improvements. Notwithstanding the preceding sentence, Licensee is not obligated to remove horizontal underground conduit, along with cables that are buried directly in the ground without conduits. Such work shall include revegetation and appropriate irrigation systems for revegetated areas. Title to any and all personal property installed by Licensee upon the ROW that is not removed during that period shall automatically vest in Licensor. Licensor shall give Licensee One Hundred Twenty (120) calendar days' notice before requiring removal of the Plant.

XI. INDEMNITY AND INSURANCE

11. Insurance Responsibility. During the entire term of this Agreement, Licensee shall insure its property and activities at and about the Use Areas and shall provide insurance and indemnification as follows:

11.1 Insurance Required. Not later than the date of this Agreement, and at all times thereafter when Licensee is occupying or using the Use Areas in any way, Licensee shall obtain and cause to be in force and effect the following insurance:

11.1.1 Commercial General Liability. Commercial general liability insurance with a limit of Five Million and No/100 Dollars ($5,000,000.00) for each occurrence, a limit of Five Million and No/100 Dollars ($5,000,000.00) for products and completed operations annual aggregate, and a limit of Five Million and No/100 Dollars ($5,000,000.00) general aggregate limit per policy year. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, bodily injury, advertising injury, and liability assumed under an "insured contract" including this Agreement. The policy will cover Licensee's liability under the indemnity provisions of this Agreement. The policy shall contain a "separation of insureds" clause.

11.1.2 Automobile Liability. Automobile liability insurance with a limit of One Million Dollars ($1,000,000) for each accident covering any and

all owned, hired, and non-owned vehicles assigned to or used in any way in connection with Licensee's use of the ROW. Without limitation, such insurance shall cover hazards of motor vehicle use for loading and offloading.

11.1.3 Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance with a minimum limit of One Hundred Thousand Dollars ($100,000.00) for each accident, One Hundred Thousand Dollars ($100,000.00) disease for each employee, Five Hundred Thousand Dollars ($500,000.00) policy limit for disease. All contractors and subcontractors must provide like insurance.

11.2 Policy Limit Escalation. Licensor may elect by notice to Licensee to increase the amount or type of any insurance to account for inflation, changes in risk, or any other factor that Licensor reasonably determines to affect the prudent amount of insurance to be provided.

11.3 Form of All Insurance. All insurance provided by Licensee with respect to the ROW, whether required by this Agreement or not, shall meet the following requirements:

11.3.1 "Occurrence" coverage is required. "Claims made" insurance is not permitted, except for Broadcast Insurance.

11.3.2 If Licensee uses any excess insurance then such excess insurance shall be "follow form" equal to or broader in coverage than the underlying insurance.

11.3.3 Policies must also cover and insure Licensee's activities relating to the business operations and activities conducted away from the ROW.

11.3.4 Licensee must clearly show by providing copies of insurance certificates and formal endorsements acceptable to Licensor that all insurance coverage required by this Agreement is provided.

11.3.5 Licensee's required insurance shall be primary insurance and non-contributory with respect to claims arising out of Licensee's operations, activities and obligations under this Agreement.

11.3.6 All policies, including workers' compensation, shall waive transfer rights of recovery (subrogation) against Licensor and Licensor's employees, officials, representatives, officers and agents (all ofwhom, including Licensor, are collectively "Additional Insureds").

11.3.7 All deductibles, retentions, or "self-insured" amounts shall be subject to the following:

11.3.7.1 Licensee shall be solely responsible for all such amounts.

11.3.7.2 Such amounts shall not exceed in total Five Hundred Thousand Dollars ($500,000.00) per loss. At such times as Licensee's net worth is more than One Hundred Million Dollars ($100,000,000.00), such limit shall be One Million and No/100 Dollars ($1,000,000.00).

11.3.7.3 Any self-insured exposure shall be deemed to be an insured risk under this Agreement.

11.3.7.4 Licensee's obligation to reimburse an insurer after the Insurer defends and pays a claim is not a deductible, retention or "self-Insured" amount for purposes of this paragraph.

11.3.7.5 Licensee shall provide to the beneficiaries of all such amounts no less insurance protection than if such self-insured portion was fully insured by an insurance company of the quality and caliber required hereunder.

11.3.7.6 The right to self-insure is limited and specific to Licensee and does not extend to Licensee's contractors or others.

11.3.8 All required policies except workers' compensation must include Licensor and the other Additional Insureds as additional insureds. Licensee shall cause coverage for Additional Insureds to be incorporated into each insurance policy by endorsement with respect to claims arising out of Licensee's operations, activities and obligations under this Agreement.

11.3.9 All policies must require the insurer to endeavor to provide Licensor with at least thirty (30) calendar days prior notice of any cancellation.

11.3.10 All required policies shall require that notices be given to Licensor in the manner specified for notices to Licensor under this Agreement.

11.4 Insurance Certificates. Licensee shall evidence all required insurance by furnishing to Licensor certificates of insurance and endorsements upon inception of this Agreement and with each change in insurance coverage. Certificates must evidence that the policy described by the certificate is in full force and effect and that the policy satisfies each requirement of this Agreement applicable to the policy. For example, certificates must evidence that Licensor and the other Additional Insureds are additional insureds. Certificates must be in a form acceptable to Licensor. Licensee shall provide updated certificates and endorsements at Licensor's request.

11.5 Acceptable Insurers. All insurance policies shall be issued by insurers acceptable to Licensor. At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted insurer) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of B++ 6.

11.6 No Representation of Coverage Adequacy. By requiring insurance herein, Licensor does not represent that coverage and limits will be adequate to protect Licensee. Licensor reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, Licensee's obligation to maintain the required insurance at all times.

11.7 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Licensee (and all other persons using, acting, working or claiming through or for Licensee or this Agreement (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question)) shall jointly and severally indemnify, defend and hold harmless Licensor and all other Additional Insureds for, from and against any and all claims or harm related to Licensee's use of the ROW, or the rights granted to Licensee with respect to the ROW or Licensee's exercise of its rights under this Agreement (the "Indemnity"). Except as otherwise limited by this Agreement, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney

fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of any use of the ROW or other property related to this Agreement or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the ROW or surrounding areas related to this Agreement, including without limitation, claims, liability, harm or damages caused in part by Licensor or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence Licensee or Licensor may be liable. As a condition to Licensor's executing this Agreement, Licensee specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Licensee for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law. The Indemnity shall also include and apply to any environmental injury, personal injury or other liability relating to Licensee's use of real property under this Agreement. Notwithstanding the foregoing, the Indemnity does not apply to:

11.7.1 Claims arising only from the sole gross negligence or intentionally wrongful acts of Licensor.

11.7.2 Claims that the law prohibits from being imposed upon the indemnitor.

11.8 Risk of Loss. Licensee assumes the risk of any and all loss, damage or claims related to Licensee's use of the ROW or other property of Licensor, Licensee or third parties throughout the term hereof. Licensee shall be responsible for any and all damage to its property and equipment related to this Agreement.

11.9 Insurance to be Provided by Others. Licensee shall cause its contractors or other persons occupying, working on or about, or using the ROW pursuant to this Agreement to be covered by their own or Licensee's insurance in the amounts and coverages required by this Agreement and conforming to the other requirements of this Agreement.

XII. CONDEMNATION

12. Condemnation. The following shall govern any condemnation of any part of or interest in the Use Areas and any conveyance to Licensor or another condemnor in avoidance or settlement of condemnation or a threat of condemnation:

12.1 Termination for Condemnation. This Agreement shall terminate as to the part taken on the date that is the earlier of the date title vests in the

condemnor, or the date upon which the condemnor is let intopossession.

12.2 Power to Condemn. Licensee acknowledges that Licensor and others from time to time may use the power to condemn the Use Areas or any interest therein or rights thereto. Licensor has not relinquished any right of condemnation or eminent domain over the Use Areas. Licensor does not warrant that Licensor will not condemn the Use Areas during the term of this Agreement, but Licensor does not presently have intentions to condemn the Use Areas.

12.3 Licensee's Facilities. In the event any of the Use Areas are condemned through an Eminent Domain action by Licensor, Licensee shall be compensated on a fair market value basis the value of Licensee's Facilities by Licensor. In the event any of the Use Areas are condemned by any other condemnor, Licensee shall be entitled to all amounts allocated to the fair market value of Licensee's Facilities that have been condemned, minus any leasehold value of Licensor-owned property whether real or personal.

XIII. DAMAGE TO USE AREAS

13. Damage to Use Areas. In the event of damage to or destruction of the Plant by fire, explosion, the elements, the public enemy, or other casualty, to the extent it may, Licensee shall commence restoring the casualty damage within thirty (30) calendar days. To the extent it may, Licensee shall complete the restoration work within one hundred and twenty (120) calendar days after commencing the restoration work. Licensee's restoration work shall be subject to the plans approval process and all other requirements for Licensee's Improvements. Licensee shall perform all restoration work at Licensee's sole cost and expense. Upon Licensors request, Licensee shall provide to Licensor no later than the tenth (10th) calendar day after such request a written report of the progress of the restoration work.

XIV. LICENSEE'S RECORDS

14. Licensee's Records. During the entire term of this Agreement, Licensee shall keep records and provide information to Licensor when reasonably requested. Licensee shall to the best of its ability cooperate with Licensee or any third party designated by licensee during any audit of Licensee's records related to this Agreement or use of the ROW as follows:

14.1 Scope of Information. Unless otherwise specified, all of Licensee's recordkeeping and disclosure obligations under this article include and are limited to the following cumulative topics as reasonably determined by Licensor to be related to Licensee's use of the ROW under this Agreement (collectively the "Covered Information"):

14.1.1 The status of the construction, repair or restoration of Licensee Improvements, including but not limited to the total amount of linear feet of trench in the ROW where Licensee installs copper, fiber optic or other cable conductor and/or conduit and its actual and intended uses.

14.1.2 Information relating to this Agreement or to Licensor's or Licensee's rights or obligations under this Agreement, including but not limited to the Gross Revenues related to the use of the Plant within the ROW.

14.2 Records Inspection. Licensee shall:

14.2.1 Permit and assist Licensor and its representatives at all reasonable times to inspect, audit, and copy Licensee's records of Covered Information.

14.2.2 Make the records of Covered Information (and reasonable accommodations for Licensor's audit and inspection) available to Licensor at Licensee's offices in Maricopa County, Arizona or at Licensor's location.

14.2.3 Cause Licensee's employees and agents and accountants to give their full cooperation and assistance in connection with Licensor's access to the Covered Information.

14.3 Record Retention. Licensee shall preserve records of the Covered Information in a secure place at Licensee's corporate headquarters in the continental United States and available to Licensor on request for review within the City of Goodyear, Maricopa County, Arizona for a period ending seven (7) years after the time period reported by the records.

14.4 Record Media Included. Licensor's and Licensee's rights and obligations regarding the Covered Information apply regardless of the type of media, materials, or data repositories that may contain the Covered Information. Licensor's rights to the Covered Information apply regardless of whether the Covered Information is stored on recordings, notes, ledgers, correspondence, reports, drawings, memoranda, or other repository of Covered Information.

14.5 Reports. Upon not less than thirty (30) calendar days' notice, Licensee shall deliver to Licensor written reports (and, if requested by Licensor, a presentation to Licensor's governing council or designee) covering such Covered Information as Licensor may request from time to time. Unless Licensor has a basis for believing that Licensee might not be in compliance

with this Agreement, Licensor shall not make more than one such request covering the same information in any twelve (12) month period.

14.6 Standards for Records. To the best of its ability, Licensee shall maintain a standard, modern system of recordkeeping for the Covered Information and shall keep and maintain proper and accurate books and other repositories of information relating to the Covered Information in accordance with generally accepted accounting principles applied ona consistent basis.

14.7 Failure to Comply. If any time during the term of this Agreement or any renewal thereof, Licensee fails to cooperate and or comply with the terms of this Section it shall be an Event of Default and Licensor may terminate this Agreement.

14.8 Proprietary Information. Certain information disclosed by Licensee to Licensor and clearly marked and identified as “Confidential”, as required in this Agreement, shall be regarded as proprietary as to third parties. “Proprietary Information” shall mean any document or material clearly marked and identified as “Confidential”. Such Proprietary Information shall include, but not be limited to any financial information, technical information, any customer names and lists, or other information pertaining to services provided to its customers. Proprietary Information may include information on the type of services Licensee is offering to its customers provided that in no event shall Licensee be obligated to disclose to Licensor any customer identifying information. Information that is already in the public domain shall not be considered Proprietary Information. If information within the public domain is included with Proprietary Information on the same document, the Licensor shall only disclose those portions within the public domain. Notwithstanding any provision in this License, Licensee acknowledges and understands that Licensor is subject to the disclosure requirements of Arizona's Public Records Law.

XV. COMPLIANCE WITH LAW

15. Compliance with Law. Licensee shall perform its obligations under this Agreement in accordance with all federal, state, county and local laws, ordinances, regulations or other rules or policies as are now in effect or as may hereafter be adopted or amended. Without limiting in any way the generality of the foregoing, Licensee shall comply with all and each of the following:

15.1 Future Municipal Legislation. Licensor has not contracted away any of its legislative authority by this Agreement.

15.2 Applicability of Municipal Law. Without limitation, Licensee shall comply with municipal laws as follows:

15.2.1 Licensee acknowledges that this Agreement does not constitute, and Licensor has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Licensee with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of Goodyear or any other governmental body upon or affecting Licensee, the ROW or Licensee's use of the ROW.

15.2.2 All of Licensee's obligations hereunder are in addition to, and cumulative upon (and not to any extent in substitution or satisfaction of), all existing or future laws and regulations applicable to Licensee.

15.2.3 This Agreement is not intended to diminish any performances that would be required of Licensee by law if this Agreement had been made between Licensee and a private citizen.

15.2.4 Licensor by this Agreement cannot and has not relinquished or limited any right of condemnation or eminent domain over the ROW or any other property related to this Agreement or within the ROW.

15.2.5 Licensor's rights and remedies hereunder for Licensee's failure to comply with all applicable Telecommunications Laws supplement, and are in addition to, and do not replace, otherwise existing powers of the City of Goodyear or any other governmental body.

15.3 Building and other Permits. Licensee shall obtain at Licensee's own expense all building or other permits, if required, in connection with all construction performed by Licensee, shall comply with all zoning, building safety, fire, pavement and curb cut and restoration, and similar laws and procedures of every description and shall pay all fees, charges and other amounts pertaining thereto.

15.4 Dry Utility Permit. This Agreement is incorporated by reference into any "dry utility permit" obtained by the Licensee to the extent of allowing the Plant to exist on the ROW but not to allow any construction or other work of any description in the Use Areas or to allow obstruction of traffic or alternation of Licensors improvements. Before performing any work on the ROW, Licensee shall obtain the following additional encroachment permits, as applicable:

15.4.1 Permission to Work in the ROW.

15.4.2 Permission to Alter City of Goodyear Improvements.

15.4.3 Permission to Obstruct Traffic.

15.4.4 Any other applicable permits regarding work in the ROW.

15.5 Taxes, Liens and Assessments. In addition to all other amounts herein provided and to the extent consistent with applicable law, Licensee shall pay, when the same become due and payable, all taxes and general and special fees, charges and assessments of every description that during the term of this Agreement may be levied upon or assessed upon or with respect to Licensee's use of the ROW, Licensee's operations conducted therein, any amounts paid or other performances under this Agreement by either party, and all of Licensee's possessory interest in the ROW and improvements and other Licensor or Licensee property thereon. Licensee shall pay, indemnify, defend and hold harmless Licensor and the ROW and all interests therein and improvements thereon from any and all such obligations, including any interest, penalties, and other expenses which may be imposed, and from any lien thereof or sale or other proceedings to enforce payment thereof.

15.6 Change in Law. If a provision of this Agreement is affected by subsequent legislative action, this Agreement shall continue in force to the extent possible.

15.7 Use Area Regulations. Licensor reserves the right to adopt, amend and enforce against Licensee ordinances, rules, and regulations governing the operation of the Use Areas, Licensee's activities therein and thereon, and the public areas and facilities used by Licensee in connection therewith.

15.8 Permits. This Agreement does not relieve Licensee of the obligation to obtain permits, licenses, and other approvals from Licensor or other units of government that are required for the erection, construction, reconstruction, installation, operation, or maintenance of the Plant or provision of Telecommunications Services; or from compliance with applicable municipal codes, ordinances, laws, and policies, such as zoning and land use ordinances and regulations, pavement cut and restoration ordinances and regulations, subdivision and project improvement ordinances, curb cut permits, building permits, ROW permits and the like.

XVI. ASSIGNABILITY

16. Assignability.

16.1 Licensee may not assign, sell or transfer its interest in this License without the Licensor's consent, Licensor's consent shall not be required if the assignment is to an entity which acquires all or substantially all of Licensee's assets. Notwithstanding the foregoing, consent shall not be required if Licensee assigns or transfers the Agreement to an affiliated company which is owned, controlled or under common control with the same direct or indirect parent as Licensee.

XVII. MISCELLANEOUS

17. Miscellaneous. The following additional provisions apply to this Agreement:

17.1 Amendments. This Agreement may not be amended except by a formal writing executed by all of the parties.

17.2 Time of Essence. Time is of the essence of each and every provision of this Agreement.

17.3 Survival of Liability. All obligations of Licensee and Licensor hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this Agreement for any reason.

17.4 Severability. If any provision of this Agreement shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, then:

17.4.1 The invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of this Agreement.

17.4.2 This Agreement shall be automatically reformed to secure to the parties the benefits of the unenforceable provision, to the maximum extent consistent with law.

17.5 Conflicts of Interest. No officer, representative or employee of Licensor shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law.

17.6 No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the parties.

17.7 Non-liability of Officials and Employees. No official, representative or employee of Licensor shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by Licensor or for any amount which may become due to any party or successor, or with respect to any obligation of Licensor or otherwise under the terms of this Agreement or related to this Agreement.

17.8 Notices. Notices hereunder shall be given in writing delivered to the other party or mailed by registered or certified mail, return receipt requested, postage prepaid addressed to:

If to Licensor: City Manager City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395

Copy to: City Attorney City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395

If to Licensee: Director of Infrastructure
Cogent Fiber LLC (fka Sprint Communications Company L.P.)
C/O Cogent Communications
2450 N Street, 4th Floor, NW Washington, DC 20037

Copy to: General Counsel
Cogent Fiber LLC (fka Sprint Communications Company L.P.)
C/O Cogent Communications
2450 N Street, 4th Floor, NW Washington, DC 20037

By notice from time to time, a person may designate any other street address within Maricopa County, Arizona as its address for giving notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) calendar days (excluding Saturday, Sunday, and legal holidays) after the notice is deposited in the United States mail.

17.9 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, draft agreements, discussion outlines, correspondence, memoranda, and representation regarding the ROW.

17.10 Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement was negotiated on the basis that it shall be construed according to its plain meaning and neither for nor against any party, regardless of their respective roles in preparing this Agreement. The terms of this Agreement were established in light of the plain meaning of this Agreement and this Agreement shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, which might otherwise favor Licensee.

17.11 Funding. This subparagraph shall control notwithstanding any provision of this Agreement or any exhibit or other agreement or document

related hereto. If funds necessary to fulfill any Licensor obligations to make payments to Licensee under this Agreement are not appropriated by the Goodyear City Council, and Licensee does not postpone its right to such payment until funds are appropriated, Licensor may terminate this Agreement, by notice to Licensee. Licensor shall use best efforts to give notice of such a termination to Licensee at least thirty (30) calendar days prior to the end of Licensor's then current fiscal period. Termination in accordance with this provision shall not constitute a breach of this Agreement by Licensor. No person will be entitled to any compensation, damages or other remedy from Licensor if this Agreement is terminated pursuant to the terms of this subsection.

17.12 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.

17.13 No Third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement or shall have any right or cause of action hereunder. Licensor shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Licensee), or otherwise as a result of the existence of this Agreement.

17.14 Exhibits. All Exhibits specifically stated to be attached hereto as specified herein are hereby incorporated into and made an integral part of this Agreement for all purposes.

17.15 Attorneys' Fees. If any action, suit or proceeding is brought by either party hereunder to enforce this Agreement or for failure to observe any of the covenants of this Agreement or to vindicate or exercise any rights or remedies hereunder, the prevailing party in such proceeding shall be entitled to recover from the other party such prevailing party's reasonable attorneys' fees and other reasonable litigation costs (as determined by the court (and not a jury) in such proceeding).

17.16 Choice of Law. This Agreement shall be governed by the internal laws of the State of Arizona without regard to choice of law rules. Licensor has not waived its claims procedures as respects this Agreement. Exclusive proper venue for any action regarding this Agreement shall be Maricopa County Superior Court or a Federal district court sitting in Maricopa County. Licensor and Licensee consent to personal jurisdiction in such courts.

17.17 Approvals and Inspections. All approvals, reviews and inspections by Licensor under this Agreement or otherwise are for Licensor's sole

benefit and not for the benefit of Licensee, its contractors, engineers or other consultants or agents, or any other person.

17.18 Recording. This Agreement shall not be recorded.

17.19 Statutory Cancellation Right. In addition to its other rights hereunder, Licensor shall have the rights specified in A.RS. § 38-511.

17.20 Immigration Requirements. To the extent applicable under A.R.S. § 41-4401, Licensee warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-Verify requirements under Arizona State Statutes. Licensee's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement.

17.21 No Israel Boycott. In accordance with federal law, by entering into this Agreement, Licensee certifies that it is not currently engaged in, and agrees that for the duration of this Agreement to not engage in a boycott of Israel.

Signatures on following pages.

EXECUTED as of the date first given above.

Cogent Fiber LLC, a Delaware limited liability company (fka Sprint Communications Company L.P., a Delaware limited partnership)

_____

By: David Schaeffer

Its: President & CEO

CITY OF GOODYEAR, an Arizona municipal corporation

_____

By: Wynette Reed

Its: City Manager

Attest:

_____

Jasmine Pernicano, City Clerk

Approved as to Form:

_____

Roric Massey, City Attorney

Exhibit A

Letter of Credit Standards

- Issued by a commercial bank acceptable to the City. The bank must meet the following ***minimum*** requirements:
    - Chartered under the laws of the United States, any state thereof or the District of Columbia and which is insured by the Federal Deposit Insurance Corporation.
    - Licensed lender in the State of Arizona.
    - Long-term, unsecured and unsubordinated debt obligations are rated in the highest categories by either Moody's Investors Service, Inc. (Moody's) or Standard & Poor's Ratings Service (S&P) or their respective successors. Which Shall mean:
        - Moody's: Aaa, Aa1, Aa2, Aa3, A1 or A2
        - S&P: AAA, AA+, AA, AA-, A+ or A
    - If at any time the Letter of Credit Issuer Requirements are not met, or if the financial condition of such issuer changes in any materially adverse way, as determined by the City in its sole discretion, then a replacement Letter of Credit which meets the requirements must be provided to the City within five (5) calendar days of receiving written notice from the City.

Letter of Credit Format

- The **Beneficiary** must be the City of Goodyear
- The **Amount** must be fifty thousand dollars ($50,000).
- The **Principal** must be the Licensee who is a signatory to the License Agreement.
- The **Bank Name & Address** upon which payment would be drawn must be clearly stated on the face of the document.
- The **Text identifying the License agreement** must be detailed and reflect the specific agreement number
- The **Expiration Date** will be a minimum of two years. The Expiration Date must automatically extend for one year without amendment unless at least thirty (30) calendar days prior to any such expiry date issuer notifies the City of their election not to extend.
- The **Presentation of Draft** requirement will be drawn on a local branch or presentable at a correspondent bank within Maricopa County.
- The text must contain a **Partial Draft Clause** that clearly indicates partial draft draws are permissible.

ITEM #: 16.
DATE: 08/25/2025
AI #:2774

CITY COUNCIL ACTION REPORT

SUBJECT: AGREEMENT WITH SALT RIVER VALLEY WATER USERS' ASSOCIATION FOR WATER EXCHANGE BETWEEN CITY OF GOODYEAR AND CITY OF GLENDALE

STAFF PRESENTER(S): Barbara Chappell, Water Services Director

SUMMARY

This request is for Council approval of the Water Exchange Agreement with the Salt River Valley Water Users' Association to provide for the transfer and delivery of certain Glendale water supplies to Goodyear through SRP canals to enhance water resources management for both municipalities.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Water Exchange Agreement between the city of Glendale, the city of Goodyear, and the Salt River Valley Water Users' Association and authorize the City Manager or designee and providing authorization and direction to take action and execute documents necessary to carry out the intent of the agreement. (Barbara Chappell, Water Services Director)

FISCAL IMPACT

There are no costs associated with this item as this agreement merely facilitates the exchange of water pursuant to prior agreements approved by Council. The costs of those agreements have been included in the fiscal year 2026 budget within the water fund.

BACKGROUND AND PREVIOUS ACTIONS

On August 26, 2024, Council approved an Intergovernmental Agreement between the city of Goodyear and the city of Glendale (the “IGA”) and the execution of an Exchange Implementation Agreement between the Central Arizona Water Conservation District, the city of Goodyear and the city of Glendale (“the CAP Implementation Agreement”). The IGA provided for the exchange of Goodyear’s Central Arizona Project (CAP) system supplies for Glendale's Salt River Project (SRP) system supplies in equal amounts. The Implementation Agreement is an agreement with CAP that authorizes the exchange. Under the terms of the IGA, Glendale is to receive Goodyear's CAP water at its Pyramid Peak Water Treatment Facility. In exchange, Goodyear would receive water from Glendale's SRP system supplies, which could include New Conservation Space (NCS) water, and Flood Control Space (FCS) water. The exchanged water would be delivered through the SRP canal system to the intake of Goodyear's Surface Water Treatment Facility at 4980 S. 157th Ave.

SRP is willing to facilitate the desired exchange by making Glendale's SRP system supplies available for exchange and facilitating the transport and transfer of Glendale Water to Goodyear through SRP’s canal system.

STAFF ANALYSIS

The SRP-Glendale-Goodyear Water Exchange Agreement, included as Attachment A, with the Salt River Valley Water Users' Association, is intended to facilitate the exchange of water between Goodyear and Glendale as authorized by the previously executed IGA and CAP Implementation Agreement. SRP is requiring each municipality to have a standing agreement with SRP that addresses the exchange of water.

The water exchange represents a proactive water management initiative that helps address immediate water supply concerns while establishing a framework for long-term water resource reliability and resilience in both communities.

The volume and quantity of water received by Goodyear should not be impacted as the water would follow the same delivery path currently being used to supply Goodyear's Surface Water Treatment Plant.

Attachments

Attachment A: SRP-Glendale-Goodyear Water Exchange Agreement

WATER EXCHANGE AGREEMENT

AMONG

CITY OF GLENDALE, ARIZONA, CITY OF GOODYEAR, ARIZONA,

SALT RIVER VALLEY WATER USERS' ASSOCIATION,

AND

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

WATER EXCHANGE AGREEMENT

AMONG

CITY OF GLENDALE, ARIZONA, CITY OF GOODYEAR, ARIZONA,

SALT RIVER VALLEY WATER USERS' ASSOCIATION,

AND

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

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WATER EXCHANGE AGREEMENT

AMONG

CITY OF GLENDALE, ARIZONA, CITY OF GOODYEAR, ARIZONA,

SALT RIVER VALLEY WATER USERS' ASSOCIATION,

AND

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

1. PARTIES:

THIS WATER EXCHANGE AGREEMENT ("Agreement") is entered into this ____ day of _____, 2025, by and among the City of Glendale, Arizona, an Arizona municipality ("Glendale"), the City of Goodyear, Arizona, an Arizona municipality ("Goodyear"; collectively, the "Cities"), Salt River Valley Water Users' Association, an Arizona corporation ("Association"), and Salt River Project Agricultural Improvement and Power District, a political subdivision of the State of Arizona ("District"). The Association and District are referred to collectively as "SRP." The Cities and SRP are referred to collectively as "Parties" and individually as "Party."

2. RECITALS:

This Agreement is made with regard to the following facts, among others, and the following recitals are incorporated into and made part of this agreement:

2.1. Association's shareholders are owners of land within the boundaries of the Salt River Reservoir District, to which valid and subsisting appropriative rights to the waters of the Salt and Verde Rivers are appurtenant. Association is the agent of the District, in the operation of the irrigation system of the Salt River Project, a federal reclamation project, pursuant to an agreement dated March 22, 1937, as amended by agreements dated February 28, 1944, and September 12, 1949, and is also the agent of the United States of America ("USA") in the operation of said federal reclamation project. Association is the agent for delivery to lands within the exterior boundaries of the Salt River Reservoir District ("SRRD"), of all waters developed, controlled, or stored by it for the benefit of such lands. Association, in distributing water developed by Salt River Project works and facilities, is governed by the decree in *Hurley v. Abbott*, filed March 1, 1910, and all supplemental decrees thereto (all commonly referred to as the "Kent Decree,"), the Benson-Allison Decree, the Articles of Incorporation, Bylaws and rules and regulations of Association, contracts now in force and effect and to be entered into with the USA

and by the rules and regulations promulgated by the Secretary pursuant to the provisions of an Act of Congress, approved June 17, 1902 (32 stat. 388), and Acts amendatory thereof and supplementary thereto, all of which are commonly known and referred to as federal reclamation law.

2.2. Glendale is a municipality located in the State of Arizona to the west of Phoenix, Arizona. Portions of Glendale are located within the exterior boundaries of the SRRD. Glendale is the agent of SRP for delivery of SRP Entitlement Water (as defined below) to certain lands served by Glendale's water delivery system located within the exterior boundaries of the SRRD pursuant to the Water Delivery and Use Agreement between SRP and the City of Glendale dated December 14, 1994, as amended ("Glendale WDUA"). Glendale independently claims the rights to certain water, including New Conservation Space Water and Flood Control Space Water and recovered long-term storage credits (collectively, "Glendale Water"), that SRP delivers through the Association Water Delivery System to Glendale in accordance with Glendale Amended and Restated Water Transportation Agreement between SRP and the City of Glendale dated as of April 14, 2020, as amended ("Glendale WTA").

2.3. Goodyear is a municipality located in the State of Arizona to the west of Phoenix, Arizona. Goodyear is entitled to receive 10,742 acre-feet per year of CAP Water pursuant to CAP contract No. 07-XX-30-W0498. Goodyear's CAP Water is delivered through the CAP-SRP Interconnection Facility to the Association Water Delivery System. Association delivers such CAP Water to Goodyear in accordance with the CAP/SRP Interconnection Facility Lease and Goodyear Water Transportation Agreement dated as of February 7, 2017, as amended ("Goodyear WTA").

2.4. Glendale and Goodyear entered into an intergovernmental agreement that certain Intergovernmental Agreement between the City of Glendale Arizona and the City of Goodyear that was approved by the Goodyear City Council on August 26, 2024 and by the Glendale City Council on September 10, 2024 pursuant to which and subject to the terms of that IGA and this Agreement, Glendale desires to make available up to 8,500 acre-feet of some combination of Glendale Water and SRP Entitlement Water for use by Goodyear in exchange for an equal amount of CAP Water.

2.5 The quantity of water to be exchanged is to be determined on an annual basis, and Goodyear is willing to exchange the agreed upon quantities of CAP Water for Glendale Water and Entitlement Water so long as the exchange is made pursuant to a Water Exchange Permit issued to Glendale per A.R.S. § 45-1041.

2.6 SRP is willing to facilitate the Cities' desired exchange by making Entitlement Water, as limited by this Agreement and the Glendale WDUA, available for exchange and facilitating the transport and transfer of Glendale Water to facilitate the Cities' exchange upon the terms and conditions herein.

3. AGREEMENT:

In consideration of the premises, mutual covenants and agreements herein set forth, the Parties hereto agree as follows:

4. DEFINITIONS:

4.1. AFY: Acre-feet per year.

4.2. Agreement: This Agreement for the exchange of Glendale Water and Entitlement Water for CAP Water.

4.3. Association: Salt River Valley Water Users' Association.

4.4. Association Water Delivery System: The wells, water storage, transmission and distribution components of the Salt River Federal Reclamation Project operated and maintained by the Association.

4.5. Authorized Representative: The representatives of the Parties appointed to administer the provisions of this Agreement under Paragraph 7.

4.6. Central Arizona Project or CAP: The Central Arizona Project, a reclamation project authorized under Title 3 of the Colorado River Basin Project Act of 1968 (48 U.S.C. § 1521, et seq.) that delivers Colorado River water to central and southern Arizona through its canal system.

4.7. CAP-SRP Interconnection Facility ("CSIF"): The CAP-SRP Interconnection Facility located adjacent to the Granite Reef Diversion Dam, which connects the CAP canal with the Association Water Delivery System and the bed of the Salt River.

4.8. CAP Water: Goodyear's Colorado River water allocation pursuant to CAP Contract No. 07-XX-30-W0498, which the Association delivers to Goodyear pursuant to the Goodyear WTA.

4.9. CAP Water Delivery System: The transmission and distribution components of the Central Arizona Project that delivers Colorado River water to central and southern Arizona.

4.10. Effective Date: The date this Agreement is last executed by a Party.

4.11. Entitlement Water: Water which the owners of land within the SRRD are entitled to receive from the Association. Such water may include Normal Flow Water, stored water, Spill Water, developed water, or other water.

4.12. Exchange Account: An account created and maintained by the Association to track exchanges with Goodyear of Glendale Water and Entitlement Water for CAP Water.

4.13. Glendale Water: Water, other than Entitlement Water, that the City of Glendale has an independent claim to use to provide water service within Glendale's service area. Such water includes New Conservation Space Water, Flood Control Space Water, and recovered long-term storage credits.

4.14 Glendale WDUA: The Water Delivery and Use Agreement between SRP and the City of Glendale dated December 14, 1994, as amended.

4.15. Glendale WTA: The Amended and Restated Water Transportation Agreement between SRP and the City of Glendale dated April 14, 2020, as amended.

4.16. Goodyear WTA: The CAP/SRP Interconnection Facility Lease and Goodyear Water Transportation Agreement dated as of February 7, 2017, as amended.

4.17. New Conservation Space: The difference between the Existing Active Conservation Capacity and the Active Conservation Capacity after construction of Modified Theodore Roosevelt Dam and reservoir as outlined in the Plan 6 Funding Agreement.

4.18. New Conservation Space Water: Water captured by the Active Conservation Capacity in the SRP Reservoir System which without construction of Modified Roosevelt Dam would have been released over, around or downstream of Granite Reef.

4.19. Normal Flow Water: Water flowing in the Salt and Verde rivers to which certain lands within the SRRD are entitled, as confirmed in the decree in the case of Hurley v. Abbott, No. 4564, filed March 1, 1910, by District Judge Edward Kent, and all court decrees supplemental thereto.

4.20. Point(s) of Delivery: The point(s) designated in Exhibit 4.20 at which Glendale or Goodyear diverts CAP Water, Glendale Water, or Entitlement Water.

4.21. Point(s) of Measurement: The point(s) agreed to by the Authorized Representatives, and identified in Exhibit 4.21, as such may be amended from time to time, at which water is measured for reporting purposes under this Agreement.

4.22. Point of Receipt: The point designated in Exhibit 4.22 for the receipt of CAP Water.

4.23. SRP: Collectively, the Salt River Project Agricultural Improvement and Power District and the Salt River Valley Water Users' Association.

5. SCOPE OF AGREEMENT:

The scope of this Agreement is to provide for the exchange of Entitlement Water, Glendale Water, and CAP Water between SRP, Glendale, and Goodyear. The exchange between Glendale and Goodyear is further subject to the terms of the Intergovernmental Agreement Between the City of Glendale Arizona and the City of Goodyear that was approved by the Goodyear City Council on August 26, 2024 and by the Glendale City Council on September 10, 2024. To effectuate the water exchange, this Agreement provides, among other things, for (1) Goodyear to order and accept delivery of Entitlement Water and/or Glendale Water, in amounts agreed to by the Parties on an annual basis, in exchange for CAP Water, and (2) the accounting for such exchanges under this Agreement, the Glendale WDUA, Glendale WTA, and Goodyear WTA.

6. EFFECTIVE DATE AND TERM:

6.1. This Agreement shall become effective upon the date of execution by all Parties and shall remain in effect until the earlier of the following:

6.1.1. Fifty (50) years from the Effective Date of this Agreement;

6.1.2. The date on which the Glendale WDUA, Glendale WTA, or Goodyear WTA is terminated;

6.1.3 By mutual written agreement of the Parties;

6.1.3. The date terminated in accordance with any provision of this Agreement;

6.1.4. The date SRP elects to void this Agreement as provided in Paragraph 23; or

6.1.5 The date SRP receives written notification from either Goodyear or Glendale that the Intergovernmental Agreement Between the City of Glendale Arizona and the City of Goodyear that was approved by the Goodyear City Council on August 26, 2024 and by the Glendale City Council on September 10, 2024 has expired or has been terminated.

6.2. If not earlier terminated pursuant to Subparagraphs 6.1.3, or 6.1.4, after the initial term, this Agreement may be renewed only upon mutual written agreement of the Parties and upon terms and conditions to be agreed upon not later than one (1) year prior to expiration of this Agreement.

6.3. Neither expiration, termination, nor voiding of this Agreement shall relieve Goodyear of its obligation to deliver CAP Water sufficient to offset Entitlement Water delivered by SRP to Goodyear pursuant to Paragraph 8.

6.4 To the extent possible and not otherwise inconsistent with the remaining terms of this Agreement, the Parties shall provide at least six (6) months for the windup and termination of this Agreement.

7. APPOINTMENT AND DUTIES OF AUTHORIZED REPRESENTATIVES:

7.1. Within thirty (30) days after execution of this Agreement, each Party shall designate in writing to the other Party an Authorized Representative and an alternate to administer this Agreement on behalf of the designating Party. Written notice of a change of an Authorized Representative or alternate shall be provided within thirty (30) days of such change. The alternate shall act only in the absence of the Authorized Representative. Neither the Authorized Representatives nor the alternates shall have authority to amend or modify this Agreement. Agreements of the Authorized Representatives pursuant to this Agreement shall be in writing and signed by them.

7.2. In addition to any other responsibilities assigned to the Authorized Representatives in this Agreement, the Authorized Representatives, by mutual written agreement may:

7.2.1. Agree on the amount of, and arrangements for, the delivery of CAP Water as provided in Subparagraph 8.4 below;

7.2.2. Agree on the amount of, and arrangements for, the delivery of Entitlement Water and Glendale Water as provided in Subparagraph 8.4 below;

7.2.3. Amend Points of Delivery, Points of Receipt, and Points of Measurement established under this Agreement;

7.2.4. Establish maximum limits on credits and debits for Goodyear's Exchange Account provided in Paragraph 9; and

7.2.5. Resolves disputes as provided in Subparagraph 19.1.

7.3. If the Authorized Representatives disagree as to any action to be taken or decision to be made, or as to the need for taking any action or making any decision, or as to whether any matter is within the scope of the Authorized Representatives' responsibilities hereunder, the question or questions at issue shall be resolved under the dispute resolution provisions in Paragraph 19.

8. EXCHANGES AND CONDITIONS:

8.1. ENTITLEMENT WATER AND GLENDALE WATER:

8.1.1. Deliveries of Glendale Water and Entitlement Water to Goodyear will be scheduled by the Parties in accordance with Subparagraph 8.4 below. No

Glendale Water will be delivered to Goodyear pursuant to the exchange contemplated in this Agreement unless and until an exchange permit is issued by the ADWR to Glendale pursuant to A.R.S § 45-1041.

8.1.2. SRP's transportation of Entitlement Water and Glendale Water to the Goodyear Point of Delivery to effectuate the exchange contemplated under this Agreement, shall be in accordance with the Goodyear WTA and Paragraph 11 below.

8.2. CAP WATER:

8.2.1. SRP shall establish an Exchange Account for Goodyear. Subject to Subparagraph 8.3, SRP shall debit Goodyear's Exchange Account in the amount of Entitlement Water and Glendale Water delivered to Goodyear's Point of Delivery and credit Goodyear's Exchange Account in the amount of CAP Water delivered to Glendale's Point of Receipt. Deliveries of CAP Water to Glendale will be scheduled by the Parties in accordance with Subparagraph 8.4 below.

8.2.2. CAP Water delivered to the Glendale Point of Receipt as part of the exchange contemplated under this Agreement shall be accounted for as Entitlement Water or Glendale Water, as appropriate, under the Glendale WDUA and in accordance with Paragraph 11 below.

8.3 GENERAL CONDITIONS OF EXCHANGE:

8.3.1. SRP may refuse to transport any water, facilitate any exchange, recognize any water exchanged, or credit the Cities' respective Exchange Accounts for any water delivered under this Agreement for the following reasons:

8.3.1.1. Canal or water storage capacity limitation:

8.3.1.2. Insufficient demand for water;

8.3.1.3. The marginal quantity of water offered:

8.3.1.4. Water quality:

8.3.1.5. Other similar operational considerations; or

8.3.1.6 The Parties' failure to obtain any necessary approvals of the exchange contemplated by this Agreement required by the CAWCD.

8.3.2. SRP shall not arbitrarily refuse to transport, facilitate, recognize, or credit water pursuant to Subparagraph 8.3.1.

8.4. Water exchanges shall be further subject to agreement between the Authorized Representatives regarding the following for each water exchange:

8.4.1. The Point(s) of Receipt and Point(s) of Delivery;

8.4.2. The volume, timing and schedule for receipt or delivery of CAP Water, Entitlement Water, and Glendale Water; and

8.4.3. Other factors incidental to any specific exchange, such as changes necessitated by operational factors

8.5. Neither SRP nor Goodyear nor Glendale shall suffer any loss of water due to a Water Exchange unless the Authorized Representatives agree otherwise.

9. MAXIMUM LIMITS:

The maximum amount of water that may be exchanged pursuant to this Agreement in any calendar year is 8,500 acre-feet; however, there is no obligation to exchange any specific quantity of water in any calendar year. Prior to the beginning of each calendar year, the Authorized Representatives shall establish the maximum limits for credit and debit balances for Goodyear's Exchange Account at the end of every month in the calendar year. The Authorized Representatives shall not establish a monthly debit limit greater than the remaining balance of Goodyear's CAP Water order. If the Authorized Representatives cannot agree to debit and credit limits for the upcoming calendar year, the credit and debit limits shall equal Goodyear's CAP Water order divided by the number of months remaining in the calendar year until modified by the Authorized Representatives. By way of example only, if no debit and credit limits were established by the Authorized Representatives, then the credit and debit limits for each month would be established by the following formula: (Goodyears' CAP Water order for exchange that year)/(number of months remaining in calendar year)=monthly credit and debit limit (8,500AF/12 mo.=708.33 AF/mo credit and debit limit).

10. MEASURING DEVICE AND ACCESS TO PREMISES AND FACILITIES:

10.1. To the extent not already in existence, Goodyear, at its sole expense and with the approval of SRP's Authorized Representative, shall construct, install, and maintain in accordance with manufacturers' specifications, a water measurement device at the Point of Measurement for Goodyear. Goodyear shall measure and record the quantity of Entitlement Water and Glendale Water delivered from the Association Water Delivery System and maintain permanent records of such measurements in a form acceptable to the Association.

10.2. To the extent not already in existence, Glendale, at its sole expense and with the approval of SRP's Authorized Representative, shall construct, install, and maintain

in accordance with manufacturers' specifications, a water measurement device at the Point of Measurement for Glendale. Glendale shall measure and record the quantity of CAP Water delivered from the CAP Water Delivery System and maintain permanent records of such measurements in a form acceptable to SRP.

10.3. Glendale and Goodyear shall maintain the accuracy of the measuring devices described in Subparagraphs 10.1 and 10.2 as close to zero as reasonably possible but never greater than within plus or minus five percent (5%). At least once every six (6) months, unless otherwise agreed by the Authorized Representatives, Glendale and Goodyear shall adjust the measuring devices to as close to zero (0) error as practical.

Glendale and Goodyear shall notify SRP when such adjustment is planned, so, at its option, SRP may observe and certify the adjustments. SRP shall have the right to test or have the measurement devices tested to determine accuracy.

10.4. Glendale and Goodyear hereby grant SRP the right of access to the measuring device premises of Glendale and Goodyear, respectively, at all reasonable times and upon reasonable, actual notice to Glendale and Goodyear, as appropriate, for such purposes as testing, or inspecting meters, measuring devices, communications equipment, data devices and other apparatus and equipment pertinent to the provision or accounting of services under this Agreement.

10.5. In the event that any routine or special test of any water measuring device discloses inaccuracy exceeds plus or minus five percent (5%), all accounting and all bills affected by such error and rendered for service supplied during the preceding three months shall be adjusted, except such adjustments shall not be carried back for more than one-half of the elapsed time since the last preceding test nor for more time than the error can be determined by SRP to have been in effect. If the accuracy for the prescribed period cannot reasonably be determined, then all adjustments shall be made on the basis of the best available data.

11. WATER ACCOUNTING AND REPORTING:

11.1. Glendale shall report to SRP the amount of CAP Water diverted from the CAP Water Delivery System to effectuate the contemplated exchange(s) pursuant to Subparagraph 8.2. Goodyear shall report to SRP the amount of Entitlement Water and Glendale Water diverted from the Association Water Delivery System pursuant to Subparagraph 8.1. Glendale and Goodyear shall report the amount diverted each month on or before the eighth (8th) business day of the next month to SRP. Reported amounts shall be recorded and provided as daily totals at the Point of Measurement.

11.2. SRP shall account for Entitlement Water delivered to the Goodyear Point of Delivery as CAP Water pursuant to Paragraph 12.2 of the Goodyear WTA.

11.3. SRP shall account for Glendale Water delivered to the Goodyear Point of Delivery as CAP Water pursuant to Paragraph 12.2 of the Goodyear WTA.

11.4. SRP shall account for CAP Water delivered to the Glendale Point of Receipt as Entitlement Water or Glendale Water in the same ratio as the ratio of Entitlement Water or Glendale Water that were delivered to the Goodyear Point of Delivery pursuant to Subparagraph 8.1.

11.5. SRP shall account for Entitlement Water and Glendale Water delivered to the Goodyear Point of Delivery pursuant to Paragraph 15 of the Glendale WDUA.

12. AUDIT:

12.1. Upon reasonable written notice (30 days), either Party at its expense shall have the right, at all reasonable times, to review and audit the books, records, and documents of the other Party directly pertaining to the water measurement and calibration data concerning the Shareholder Water diversions. Any such audit may be conducted by an employee or agent designated by the auditing Party. The Party being audited agrees to fully cooperate with any such audit. This right to audit shall extend for a period of three (3) years following the date each report is received by Association under this Agreement. The Parties agree to retain all necessary records and documentation during this audit period. The foregoing shall not be construed to permit either Party to conduct a general audit of the other Party's records. Only in response to compulsory judicial or regulatory process and only after giving the other Party as much advance written notice as possible, shall information obtained by either Party's representatives in examining the other Party's applicable records to verify such measurements may be disclosed to third parties without prior written consent of the audited Party. The audited

Party shall have not less than five (5) days to provide or deny its consent when such consent is requested.

12.2. The audited party's Authorized Representative shall be notified in writing of any exception taken as a result of an audit and shall respond to such notification within thirty (30) days. Upon resolution of any exception, the Authorized Representatives shall arrange for the owing Party to supply on a one-for-one basis either Shareholder Water or CAP Water due as soon as practicable.

13. DIVERSION AND DISTRIBUTION OF WATER:

13.1. Goodyear shall be exclusively responsible for the diversion, and distribution of Entitlement Water and Glendale Water under the terms of this Agreement including, but not limited to, all capital costs for construction and operation and maintenance costs for diversion and distribution of Entitlement Water and Glendale Water pursuant to this Agreement.

13.2. Glendale shall be exclusively responsible for the diversion, and distribution of CAP Water under the terms of this Agreement including, but not limited to, all capital costs for construction and operation and maintenance costs for diversion and distribution of CAP Water pursuant to this Agreement.

13.3. Glendale assumes exclusive responsibility and liability for the diversion and delivery of CAP Water under this Agreement and shall indemnify, release, and hold harmless SRP, its governing bodies, officers, directors, agents and employees from and against any damage claim, demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising in whole or in part from the withdrawal and delivery of water, including between the Point of Delivery/Receipt, Point of Measurement, and place of use. Such obligation to indemnify shall extend to and encompass all costs incurred by SRP in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert fees, and any other litigation related expenses.

13.4. Goodyear assumes exclusive responsibility and liability for the diversion and delivery of Entitlement Water and Glendale Water under this Agreement and shall indemnify, release, and hold harmless SRP, its governing bodies, officers, directors, agents and employees from and against any damage claim, demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising in whole or in part from the withdrawal and delivery of water, including between the Point of Delivery/Receipt, Point of Measurement, and place of use. Such obligation to indemnify shall extend to and encompass all

costs incurred by SRP in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert fees, and any other litigation related expenses.

14. INTERRUPTIONS OR REDUCTIONS IN DELIVERY:

SRP assumes no liability whatsoever with respect to shortages of water, or the amount of water available for diversion by Glendale or Goodyear from the Association Water Delivery System or the CAP Water Delivery System.

15. WATER QUALITY:

SRP makes no representation or warranty as to the quality of water withdrawn from the Association Water Delivery System or CAP Water Delivery System. Glendale and Goodyear, respectively, assume the responsibility for purifying or otherwise treating the water withdrawn under this Agreement to meet present or future water quality standards established by federal, state, or local laws or regulations.

16. INDEMNITY:

16.1. Each Party hereto shall indemnify and hold harmless each other Party and its governing bodies, agents, officers, directors and employees from any loss, damage or liability, whether direct or indirect, including reasonable attorneys' fees, caused by any intentional or negligent act, action, omission or default on the part of the Party from whom indemnification is sought, its governing bodies, agents, officers, directors and employees, including without limitation claims for bodily injury, illness, death or damage to property.

16.2. To the extent not prohibited by law, Glendale, its successors and assigns, assumes responsibility and liability and shall indemnify, release, and hold harmless SRP, its governing bodies, officers, directors, agents and employees from and against any damage claim, demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising in whole or in part from the diminution of water quality, including negligent or otherwise wrongful acts or omissions of SRP, its agents, officers, directors, or employees, or any alleged violation of any federal, state, or local law, rule, or regulation concerning water quality resulting from the diversion of CAP Water. Such obligation to indemnify shall extend to and encompass all costs incurred by SRP in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert fees, and any other litigation related expenses.

16.3. To the extent not prohibited by law, Goodyear, its successors and assigns, assumes responsibility and liability and shall indemnify, release, and hold harmless SRP, its

governing bodies, officers, directors, agents and employees from and against any damage claim, demand, lawsuit or action of any kind for damages or loss, whether such damage or loss is to person or property, arising in whole or in part from the diminution of water quality, including negligent or otherwise wrongful acts or omissions of SRP, its agents, officers, directors, or employees, or any alleged violation of any federal, state, or local law, rule, or regulation concerning water quality resulting from the diversion of Entitlement Water or Glendale Water. Such obligation to indemnify shall extend to and encompass all costs incurred by SRP in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert fees, and any other litigation related expenses.

17. UNCONTROLLABLE FORCES:

No Party shall be considered to be in default in the performance of any of its obligations hereunder (other than obligations of Glendale or Goodyear to make payment) when a failure of performance shall be due to uncontrollable forces. The term "uncontrollable forces" shall mean any cause beyond the control of the Party unable to perform such obligation, including, but not limited to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning and other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, government priorities and restraint by court order or public authority, and governmental or regulatory action, inaction or failure to grant the necessary authorizations or approvals which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require either Party to settle any strike or labor dispute in which it is involved.

18. NOTICES:

Any notice, demand, or request provided for in this Agreement shall be in writing and shall be deemed properly served upon personal delivery or upon mailing by registered or certified mail, postage prepaid, to the person specified below:

Association

Salt River Project
c/o Corporate Secretary
P.O. Box 52025
Phoenix, AZ 85072-2025

Reference: SRP-Glendale-Goodyear Exchange Agreement

(With a copy to the SRP Authorized Representative)

City of Glendale

Megan Sheldon
Deputy Director, Water Services Department
7070 West Northern Avenue
Glendale, AZ 85303
623-930-4100

Reference: SRP-Glendale-Goodyear Exchange Agreement

(With a copy to the Glendale Authorized Representative)

City of Goodyear-

Barbara Chappell
Water Services Director
1900 N. Civic Square, Goodyear, AZ 85395
623-932-3910

Reference: SRP-Glendale-Goodyear Exchange Agreement

(With a copy to the Goodyear Authorized Representative)

The designation of the addressee and the address shall be changed by notice given in the same manner as provided above.

19. RESOLUTION OF DISPUTES; VENUE; CHOICE OF LAW:

19.1. Any dispute under this Agreement shall first be submitted to the Authorized Representatives for resolution. If the matter cannot be resolved by the Authorized Representatives, any Party may submit the matter to the SRP General Manager and the City Manager of Glendale and the City Manager of Goodyear. If the matter cannot be resolved by the SRP General Manager and the City Manager of Glendale and the City Manager of Goodyear, any Party may bring suit upon the matter, provided however, that it is expressly agreed that the venue shall only be in a court of competent jurisdiction in Maricopa County.

19.2. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona and any applicable federal law.

19.3. In the event SRP, Glendale, or Goodyear default in the timely performance of their respective obligations under this Agreement, the Party(ies) not in default, to the

extent permitted by applicable law, shall be entitled to recover in a suit or proceeding to enforce rights under this Agreement, reasonable attorneys' fees and costs of suit as allowed by the court or other tribunal, including expert witness fees. The foregoing shall not in any way limit or restrict any right or remedy at law or equity that would otherwise be available to such Party not in default.

19.4. Pending the resolution of a dispute, the Parties shall proceed, to the extent legally permissible, in a manner consistent with this Agreement, and shall make payments required in accordance with the applicable provisions of this Agreement.

20. SUCCESSORS AND ASSIGNS:

All of the provisions of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, legal representatives, successors and permitted assigns. Neither Party shall assign its rights and obligations under this Agreement to another entity without the written consent of the other Party.

21. NO THIRD-PARTY BENEFICIARIES:

This Agreement is solely for the benefit of the Parties and does not create nor shall it be construed to create rights in any third party. No third party may enforce the terms and conditions of this Agreement.

22. NO PARTNERSHIP OR JOINT VENTURE:

Nothing contained in this Agreement shall be construed as creating a partnership or joint venture between the Parties hereto. The covenants, obligations, and liabilities contained in this Agreement are intended to be several and not joint or collective, and nothing contained herein shall be construed to create an association, joint venture, agency, trust, or partnership, or to impose a trust or partnership covenant, obligation, fiduciary duty, or liability between the Parties. Each Party shall be individually responsible for its own covenants, obligations, and liabilities as provided herein.

23. RECLAMATION REFORM ACT:

In no event shall SRP's performance of obligations established herein, subject SRP or its shareholders to provisions of the Reclamation Reform Act of 1982 ("RRA"), 43 USC § 390bb(1), as amended, and regulations attendant thereto, to which SRP would not otherwise have been subjected. Further, in the event a change of legislation, future federal agency determination or other administrative or judicial action subjects or purports to subject SRP to the RRA as a result of SRP's performance of obligations established herein, Association shall be relieved of any further obligations hereunder, and this Agreement shall be voidable at its discretion.

24. OTHER PROVISIONS:

24.1. Waiver: The waiver by either Party of any breach of any term, covenant, or condition in this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition in this Agreement.

24.2. Headings**:** Titles and paragraph headings in this Agreement are for reference only and are not part of the Agreement between the Parties.

24.3. Severability: Should any part of this Agreement be declared, in a final decision by a court or tribunal of competent jurisdiction, to be unconstitutional, invalid, or beyond the authority of either Party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

24.4. Authority: The undersigned representative of each Party certifies that it is fully authorized by the Party whom it represents to enter into the terms and conditions of this Agreement and to legally bind the Party to it.

24.5. Entire Agreement; Modification: The terms, covenants and conditions of this Agreement constitute the entire Agreement between the Parties, and no understandings or obligations not herein expressly set forth shall be binding upon them. This Agreement may not be modified or amended in any manner unless in writing and signed by the Parties.

24.6. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[signatures on the following pages]

IN WITNESS WHEREOF, this Agreement was executed by the Parties on the date first hereinabove written.

SALT RIVER VALLEY WATER USERS' ASSOCIATION

By: _____

Name: Leslie A. Meyers

Title: Associate General Manager & Chief Water Chief Water Executive

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Principal Managing Attorney

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: _____

Name: Leslie A. Meyers

Title: Associate General Manager & Chief Water Chief Water Executive

APPROVED AS TO FORM

By: _____

Name: Patrick B. Sigl

Title: Principal Managing Attorney

CITY OF GLENDALE, ARIZONA

By: _____

for: Name: Kevin R. Phelps

Title: Interim City Manager

ATTEST

By: _____

Name: Julie K. Bower

Title: City Clerk

APPROVED AS TO FORM

By: _____

Name: Michael D. Bailey

Title: City Attorney

CITY OF GOODYEAR, ARIZONA

By: _____

Name: Wynette Reed
Title: City Manager

ATTEST:

By: _____

Name: Jasmine Pernicano
Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: Roric Massey
Title: Goodyear City Attorney

EXCHANGE AGREEMENT

AMONG

CITY OF GLENDALE, ARIZONA, CITY OF GOODYEAR, ARIZONA,

SALT RIVER VALLEY WATER USERS' ASSOCIATION

AND

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT 4.20

POINT(S) OF DELIVERY

Location Name	SRP Coordinates
1. Goodyear: Location #1, Raw Water Pump Station, Phase I Association Gate #2-23-97.4	[redacted]
2. Glendale: Delivery at Pyramid Peak CAP Turnout	

Date: _____, 2025

EXCHANGE AGREEMENT

AMONG

CITY OF GLENDALE, ARIZONA, CITY OF GOODYEAR, ARIZONA,

SALT RIVER VALLEY WATER USERS' ASSOCIATION

AND

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT 4.21

POINT(S) OF MEASUREMENT

For Goodyear:

1. Primary – The flow metering device in the discharge piping of the raw water pump station
2. Secondary – Flow metering devices at the Goodyear Water Treatment Facility (WTF) in the influent piping to the sand ballasted clarification units which will be totalized

For Glendale: Delivery at Pyramid Peak CAP Turnout

Date: _____, 2025

WATER EXCHANGE AGREEMENT

AMONG

CITY OF GLENDALE, ARIZONA, CITY OF GOODYEAR, ARIZONA,

SALT RIVER VALLEY WATER USERS' ASSOCIATION

AND

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

EXHIBIT 4.22

POINT(S) OF RECEIPT

For Goodyear:

1. Where the CSIF discharges Goodyear Water into the Association Water Delivery System.
2. The Granite Reef Diversion Dam as such facility is used to divert Goodyear Water into the Association Water Delivery System.

For Glendale: Delivery at Pyramid Peak CAP Turnout

Date: _____, 2025

ITEM #: 17.
DATE: 08/25/2025
AI #:2757

CITY COUNCIL ACTION REPORT

SUBJECT: ANNEXATION OF SOUTH PERRYVILLE ROAD ADJACENT TO LA PRIVADA PARCEL 5

STAFF PRESENTER(S): Kyle Abbott, Senior Planner

SUMMARY

This is a public hearing to consider the annexation of two separate areas adjacent to one another, which together are approximately 0.978 acres of property, generally located along the east half of South Perryville Road, south of the West Lilac Street alignment and adjacent to what is currently La Privada Parcel 5.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT ORDINANCE NO. 2025-1636, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA BY ANNEXING APPROXIMATELY 0.978 ACRES OF PROPERTY GENERALLY LOCATED ALONG THE EAST HALF OF SOUTH PERRYVILLE ROAD AND SOUTH OF THE WEST LILAC STREET ALIGNMENT. (Kyle Abbott, Senior Planner)

FISCAL IMPACT

Annexation of land has a fiscal impact. A brief overview of anticipated public infrastructure and services impacts is included in the staff analysis section of this report.

BACKGROUND AND PREVIOUS ACTIONS

- On June 28, 2006, Council adopted Ordinance No. 2006-1014, which rezoned the La Privada subdivision from Agricultural Urban (AU) to Planned Area Development (PAD), with an underlying zoning of R1-6 and R1-7. The PAD zoning was modified in 2018 with Council adoption of Ordinance No. 2018-1411, to include property with underlying R1-4 zoning. On July 19, 2021, Council adopted Ordinance No. 2021-1505, which modified the La Privada zoning to add the former Paseo Place Parcel 1 property and Reduced R1-4 development standards to the PAD.

- What is currently La Privada Parcel 5 is the westernmost parcel of the La Privada subdivision and is the only parcel adjacent to South Perryville Road (see Attachment B for Aerial Photo).
- At its Regular Meeting on April 28, 2025, Council voted to authorize staff to initiate the annexation of approximately 0.978 acres of property, generally located along the east half of South Perryville Road, south of the West Lilac Street alignment and adjacent to what is currently La Privada Parcel 5.
- At its Regular Meeting on July 7, 2025, Council held a public hearing to consider the annexation of approximately 0.978 acres of property, generally located along the east half of South Perryville Road, south of the West Lilac Street alignment and adjacent to what is currently La Privada Parcel 5. At the conclusion of the public hearing, Council voted (6-0) to continue with annexation of this property.
- The property to be annexed into the city encompasses two separate areas of land adjacent to one another. The first area is approximately 0.025-acres and measures 33 feet by 33 feet, and the second area is approximately 0.953-acres and measures 33 feet by 1,258 feet. Both areas in total are approximately 0.978 acres or 42,594 square feet (together the “Property”). The Property is part of the 33-foot-wide eastern section of S. Perryville Road adjacent to what is currently Parcel 5 of the La Privada residential development (see Attachment A for Legal Description and Annexation Map). The Property is currently right-of-way and will be developed as the eastern half of South Perryville Road to City standards.

STAFF ANALYSIS

Current Policy:

Arizona State Statute regulates annexation. Additional details on those requirements can be found within Summary of Annexation Process followed by the city of Goodyear (Attachment C).

Details of the Request:

Council has been asked to annex into the City approximately 0.978 acres generally located along the east half of South Perryville Road, south of the West Lilac Street alignment and adjacent to what is currently La Privada Parcel 5. The Property is needed to allow the half-street improvements to South Perryville Road to be constructed pursuant to the City’s standards. Council is being asked to complete the annexation process by holding a required final public hearing and to adopt the attached annexation ordinance (Attachment A). The city’s General Plan designates this area as Neighborhoods. The existing County zoning is Rural-43 (RU-43). Upon annexation, the Property would be designated the city equivalent zoning district of Agricultural Urban (AU).

The Property is located within the city’s municipal planning area and meets State statutory requirements for annexation. Additional details on how the City meets State Statutory requirements can be found within Attachment D - City Annexation Policy and State Law Compliance.

If the ordinance is adopted and there are no challenges, the annexation ordinance will become final and effective within 30 days of adoption.

Attachments

Attachment A - Ordinance No. 2025-1636 with Exhibits

Attachment B - Aerial Map

Attachment C - Summary of Annexation Process Followed by the City of Goodyear
Attachment D - City Annexation Policy and State Law Compliance
Staff Presentation

ORDINANCE NO. 2025-1636

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR, MARICOPA COUNTY, STATE OF ARIZONA BY ANNEXING APPROXIMATELY 0.978 ACRES OF PROPERTY GENERALLY LOCATED ALONG THE EAST HALF OF SOUTH PERRYVILLE ROAD AND SOUTH OF THE WEST LILAC STREET ALIGNMENT.

WHEREAS, a petition in writing, accompanied by a map or plot of said real property, having been filed and presented to the Mayor and Council of the City of Goodyear, Arizona, signed by the owner of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the City of Goodyear in the event of annexation within the territory and land hereinafter described as shown by the last assessment of said property, which said territory is contiguous to the City of Goodyear, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed to the City of Goodyear, and to extend and increase the corporate limits of the City of Goodyear so as to embrace the same; and,

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona are desirous of complying with said petition and extending and increasing the corporate limits of the City of Goodyear to include said territory; and,

WHEREAS, the property that is the subject of the annexation petition is undeveloped and unoccupied; and,

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Goodyear, and had attached thereto at all times an accurate map of the territory desired to be annexed; and,

WHEREAS, no alterations increasing or reducing the territory sought to be annexed have been made after the said petition had been signed by any owner of real and personal property in such territory; and,

WHEREAS, the provisions of A.R.S. §9-471, and amendments thereto, have been fully observed; and,

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Goodyear, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the County Recorder.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. ANNEXATION

That the approximate 0.978 acres of territory described in Exhibit A – Legal Description and depicted in Exhibit B – Annexation Map, both of which are attached hereto and incorporated herein, is hereby annexed to the City of Goodyear, and that the present corporate limits are hereby extended and

increased to include the approximate 0.978 acres of territory described in Exhibit A - Legal Description (the "Annexation Property"); and that the official map of the City of Goodyear be amended to include the Annexation Property.

SECTION 2. ZONING

That the City of Goodyear zoning classification for the Annexation Property shall be Agricultural Urban (AU) (being the City of Goodyear zoning classification most consistent with Maricopa County's classification of RU-43). That the official zoning map of the City of Goodyear be amended to show the City of Goodyear's zoning classification for the Annexation Property.

SECTION 3. RECORDATION

A copy of this ordinance and all exhibits referred to herein, including Exhibit B – Annexation Map, which is an accurate map of the territory hereby annexed to the City of Goodyear, shall be filed and recorded in the office of the County Recorder of Maricopa County, Arizona and a copy of this ordinance and all exhibits referred to herein shall be provided to the Clerk of the Board of Supervisors of Maricopa County, Arizona.

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 25th day of August, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT A

PERRYVILLE 33’ x 33’ SECTION
LA PRIVADA PHASE 1 PARCEL 2
LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 10, MARKED BY A BRASS CAP, IN HANDHOLE, STAMPED “MARICOPA COUNTY HIGHWAY DEPARTMENT,” FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 10, MARKED BY AN ALUMINUM CAP, FLUSH, STAMPED “MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION,” BEARS SOUTH 00 DEGREES 28 MINUTES 00 SECONDS WEST, A DISTANCE OF 2645.12 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 21 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 10, A DISTANCE OF 33.00 FEET;

THENCE SOUTH 00 DEGREES 28 MINUTES 00 SECONDS WEST, PARALLEL WITH AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 33.00 FEET;

THENCE NORTH 89 DEGREES 29 MINUTES 21 SECONDS WEST, PARALLEL WITH AND 33 FEET SOUTH OF THE SAID NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10, A DISTANCE OF 33.00 FEET;

THENCE NORTH 00 DEGREES 28 MINUTES 00 SECONDS EAST, ALONG THE SAID WEST LINE OF SECTION 10, A DISTANCE OF 33.00 FEET TO THE SAID WEST QUARTER CORNER OF SECTION 10 AND THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 1,089 SQUARE FEET OR 0.025 ACRES, MORE OR LESS, AND



5-21-24

PERRYVILLE ROAD 33' SECTION
LA PRIVADA

A PARCEL LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10, A MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION ALUMINUM CAP FLUSH, FROM WHICH THE WEST QUARTER CORNER BEARS NORTH 00 DEGREES 28 MINUTES 00 SECONDS EAST, A DISTANCE OF 2645.12 FEET;

THENCE NORTH 00 DEGREES 28 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 1,354.38 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING, NORTH 00 DEGREES 28 MINUTES 00 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1,257.74 FEET;

THENCE SOUTH 89 DEGREES 29 MINUTES 21 SECONDS EAST, A DISTANCE OF 33.00 FEET;

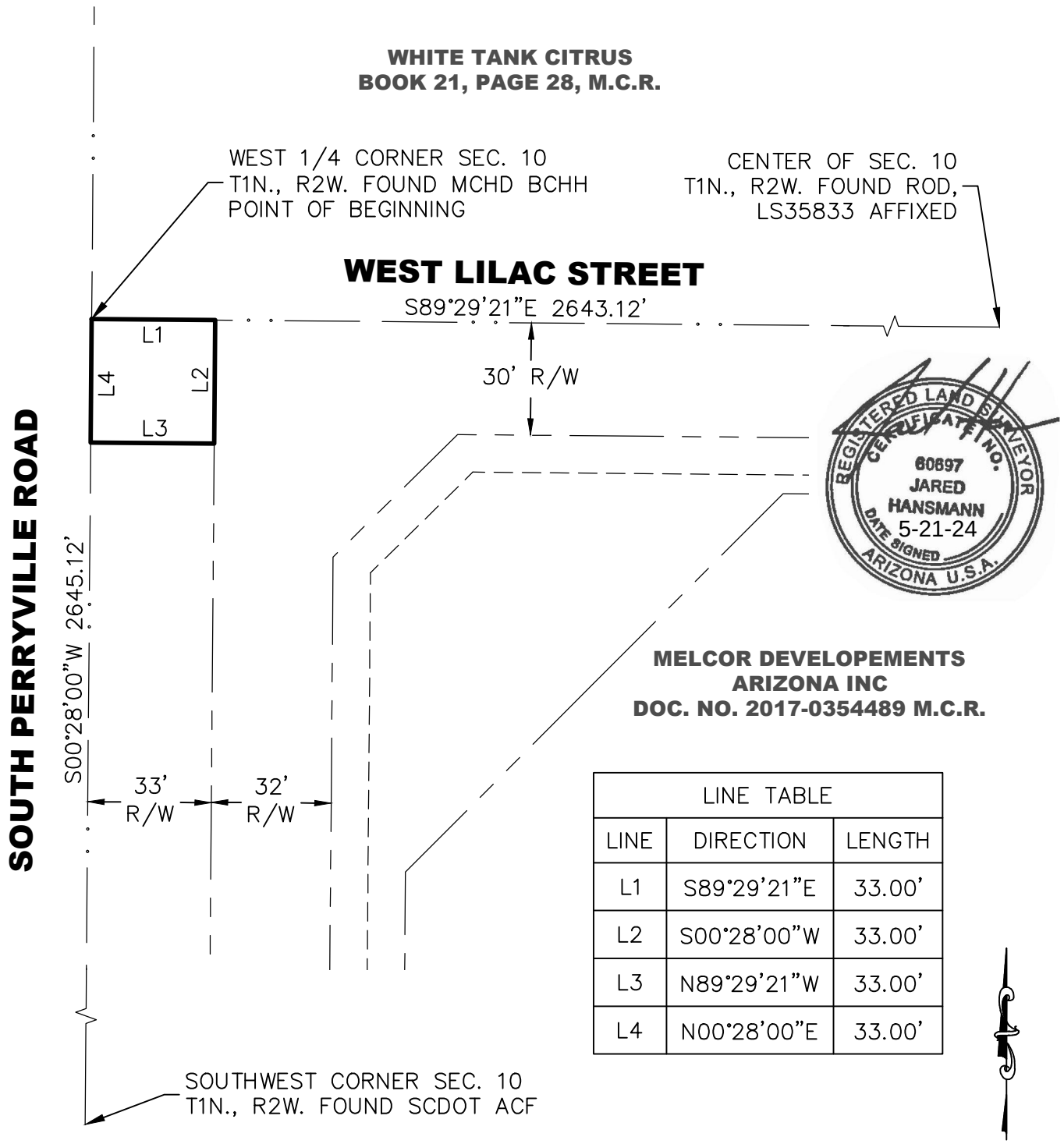
THENCE SOUTH 00 DEGREES 28 MINUTES 00 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 33.00 FEET EAST OF SAID WEST LINE, A DISTANCE OF 1,257.73 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 48 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 41,505 SQUARE FEET OR 0.953 ACRES, MORE OR LESS.



EXHIBIT B



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	S89°29'21"E	33.00'
L2	S00°28'00"W	33.00'
L3	N89°29'21"W	33.00'
L4	N00°28'00"E	33.00'

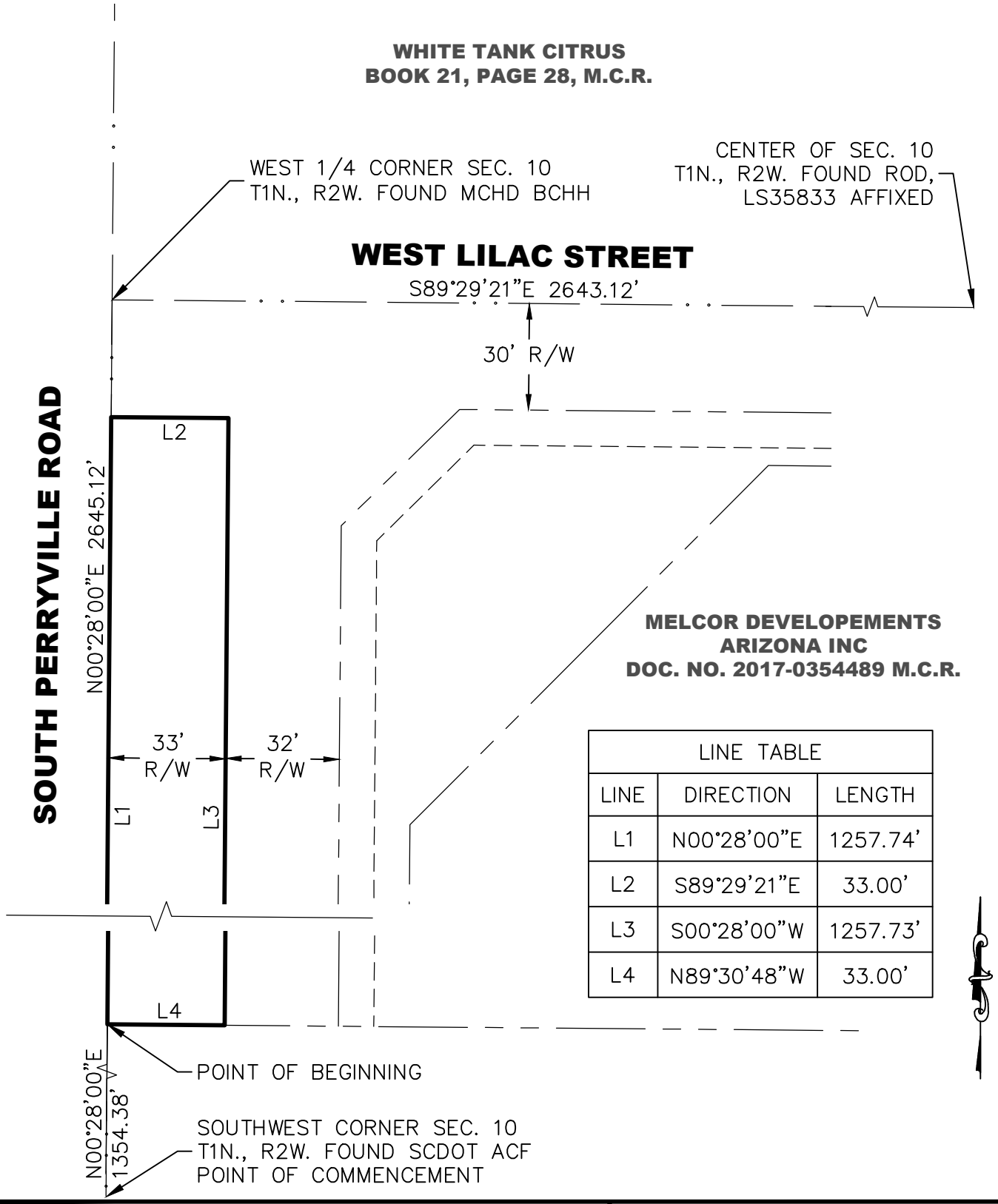
RICK ENGINEERING COMPANY
2401 W PEORIA AVE, STE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

LEGAL DESCRIPTION

PERRYVILLE 33' X 33' SECTION

GOODYEAR, ARIZONA

DRAWING:	33'X33'STUBOUT.DWG				
JOB#	4684	SCALE:	NTS	SHT:	1 OF 1
DRAFTER:	DB	CHK:	JH	DATE:	5/20/24



LINE TABLE		
LINE	DIRECTION	LENGTH
L1	N00°28'00"E	1257.74'
L2	S89°29'21"E	33.00'
L3	S00°28'00"W	1257.73'
L4	N89°30'48"W	33.00'

RICK ENGINEERING COMPANY
2401 W PEORIA AVE, STE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

LEGAL DESCRIPTION
PERRYVILLE 33' SECTION
GOODYEAR, ARIZONA

DRAWING:	PERRYVILLE–33'–SECTION.DWG				
JOB#	4684	SCALE:	NTS	SHT:	1 OF 1
DRAFTER:	TW	CHK:	MB	DATE:	10/09/24

CERTIFICATION OF MAP

MAP OF AREA
TO BE ANNEXED

I, Joe Pizzilo, Mayor of the City of Goodyear, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by Ordinance No. 2025-1636, annexing the territory described in Ordinance No. 2023-1636 and as shown on said map as a part of that territory to be included within the corporate limits of the City of Goodyear, Arizona.

_____
Joe Pizzillo

Date: _____

ATTEST:

_____
City Clerk

Annexation of South Perryville Road Adjacent to La Privada Parcel 5
East of S. Perryville Road
North of W. Yuma Road



P24-001. . Annexation of South Perryville Road Adjacent to La Privada Parcel 5

Attachment C - Summary of Annexation Process Followed by the City of Goodyear

Below is a brief summary of the annexation process:

- Staff conducts a cursory review of the annexation proposal.
- Staff determines whether the proposed annexation area meets the state legal requirements for annexation as set forth in A.R.S. § 9-471.
    - Staff has determined that the annexation area meets the state legal requirements for annexation pursuant to the provisions of A.R.S. § 9-471 (S).
- Assuming the proposed annexation area meets the state legal requirements for annexation, staff conducts a review of the annexation proposal to determine the desirability of the annexation.
- Staff provides an impact analysis of the annexation proposal to City Council. The City Council will consider the proposal and make a determination on whether to authorize staff to proceed with the annexation. If authorization is provided, staff will move forward with the state statutory requirements for annexation.
    - City Council considered the proposal on April 28, 2025 and authorized staff to move forward with the annexation.
- After further staff review of the proposal, a blank petition containing the legal description and an accurate map of the annexation territory is filed with the County Recorder and notice and a copy of the filing shall be given to the clerk of the board of supervisors and to the county assessor. The description shall identify the entity, if any, that will be responsible for maintaining the existing rights-of-way and roadways that are within or contiguous to the exterior boundaries of the area of the proposed annexation.
- After the blank petition is filed, there is a 30-day waiting period. The first of two public hearings must be held within the last 10 days of this 30-day waiting period to receive public input on the annexation. Notices of the public hearing must be: (i) published in a newspaper of general circulation at least fifteen days before the end of the 30-day waiting period and six (6) days before the public hearing; (ii) be posted in at least three conspicuous public places in the area being annexed at least six (6) days before the public hearing; (iii) sent by first class mail to the chairperson of the board of supervisors of the county in which the property being annexed is located at least six (6) days before the public hearing; (iv) sent by first class mail, with an accurate map of the property being annexed to each owner of the real and personal property as shown on the statement provided by the county assessor and department of revenue at least six (6) days before the public hearing.
- After the first public hearing and after the 30-day waiting period is over, the blank petition may be signed and collected.
- Once signatures have been collected on the blank petition, an annexation ordinance is prepared, and a second public hearing is held for Council's consideration of the Ordinance. If approved by Council, the signed petitions and required affidavits will be filed with the Maricopa County Recorder and a copy of the Annexation Ordinance is submitted to the Clerk of the Board of Supervisors for Maricopa County.

Prior to these public hearings, in accordance with the City's annexation policy and state law, the following actions have occurred:

- On April 28, 2025, City Council voted to authorize staff to initiate the annexation of approximately 0.978 acres of property generally located along the east half of South Perryville Road and south of the West Lilac Street alignment, adjacent to what is currently La Privada Parcel 5.
- On May 13, 2025, staff forwarded a legal description of the properties to be annexed and a map of the Annexation Area to the Maricopa County Assessor and the Arizona Department of Revenue, Property Valuation and Equalization Division ("ADOR") requesting a list of the owners of the Property and the appraisal and assessment of the Property.
- On June 13, 2025, after requesting the necessary information from the Maricopa County Assessor and ADOR, a blank (unsigned) petition containing the legal description and an accurate map of all exterior boundaries, including all County rights-of-way and roadways with no taxable value, of the territory proposed to be annexed was filed with the County Recorder of Maricopa County. The blank petition was accompanied by a sworn affidavit verifying that no part of the territory for which the filing is made is subject to an earlier filing for annexation.
- On July 7, 2025, City Council held a public hearing to discuss and take public input on the proposed annexations.
    - Notices of the public hearing being held on July 7, 2025, for the annexation were published in the Arizona Republic West Valley Edition on June 20, 2025, which is at least fifteen days before the end of the 30-day waiting period and at least six (6) days before the public hearing. On July 1, 2025, notices of the public hearings were also posted in three (3) conspicuous places within the properties proposed to be annexed, which is at least six (6) days before the public hearing. On June 28, 2025, notices of the public hearing along with an accurate map of the Annexation Area for the proposed annexation was mailed by first class mail to the County Board of Supervisors; to the County Assessor; and to the owner of real and personal property identified on the lists received from the Maricopa County Assessor and Arizona Department of Revenue, which is at least six (6) days before the public hearing.
    - No public comment was received in regard to this annexation.
- After the July 7, 2025, hearing and the expiration of the 30-day waiting period (July 13, 2025), the blank petition was circulated by the applicant for signatures. As part of the annexation process, the petition must be signed by the property owners who own at least 50% of the value of the Property and by at least 51% of the owners of the Property. Here, the Property is owned by a single entity (Ashton Woods Arizona, L.L.C.), and whose signature was received.
- Having collected the required signatures on the blank petitions, Annexation Ordinance No. 2025-XXXX has been prepared and is being presented for City Council's consideration.

CITY'S ANNEXATION POLICY

The Goodyear City Council adopted an annexation policy by Resolution 2001-768 that

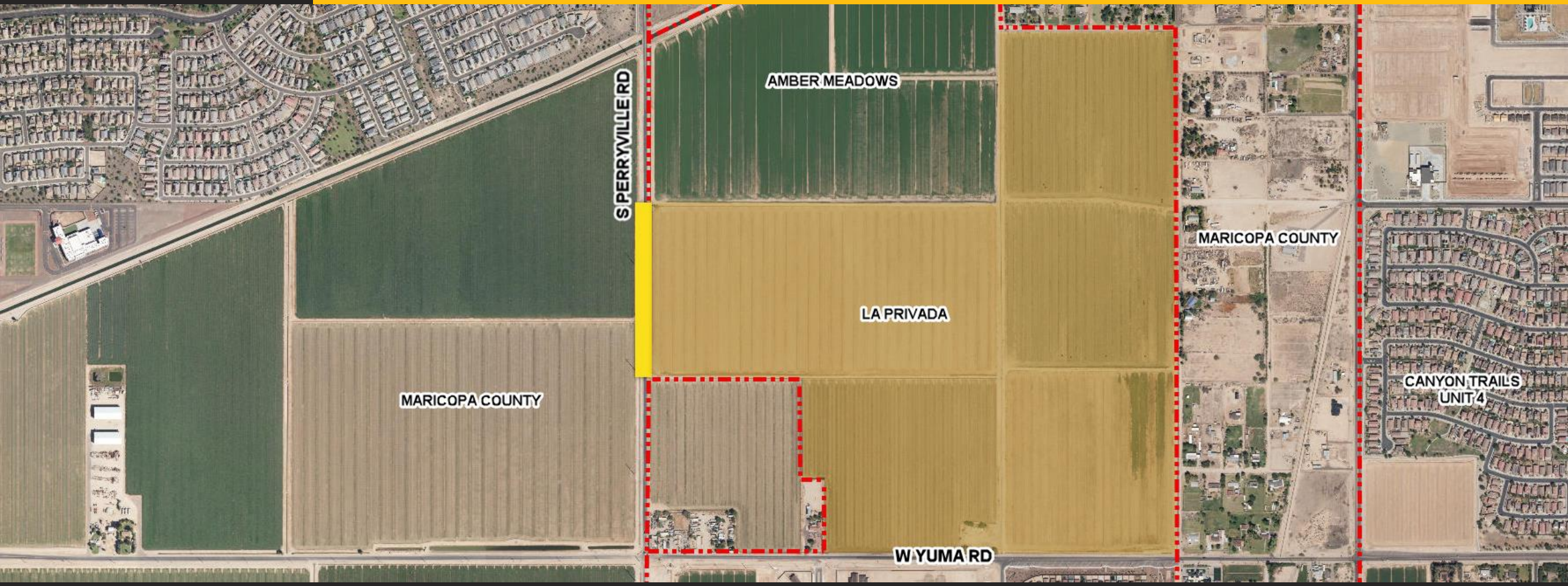
provides staff with guidelines for the evaluation of annexation requests:

A. The city's ability to provide basic services in a timely manner
B. Long-term desirability for community development and economic growth
C. Likelihood of the area being developed in Maricopa County or being annexed by another city or town
D. Ability to control the quality of land uses and infrastructure standards
E. Compatibility with General Plan, infrastructure needs, and timing of development

In this case, the annexation involves property that is currently right-of-way for the east half of South Perryville Road and will be dedicated to the city as right-of-way. It is unlikely that Maricopa County will improve this stretch of South Perryville Road between W. Yuma Road and W. Van Buren Street. It is also unlikely that the City of Buckeye, which has annexed the western boundary of South Perryville Road, will either annex past the center line of South Perryville Road or develop the east half of South Perryville Road. South Perryville Road adjacent to the La Privada subdivision will be improved to city standards as part of the development of La Privada Parcel 5. The proposed annexation will require additional maintenance responsibilities for the east-half of South Perryville Road adjacent to La Privada. This annexation is compatible with the General Plan and will allow the city to ensure the city's infrastructure standards are met, and the timing of construction of improvements to South Perryville Road support the development of the La Privada residential subdivision.

If the annexation Ordinance is adopted, copies of the adopted ordinance and all exhibits referred to therein are to be filed and recorded in the office of the County Recorder of Maricopa County, Arizona and a copy of the adopted ordinances and all exhibits referred to therein are to be sent to the Clerk of the Board of Supervisors of Maricopa County, Arizona.

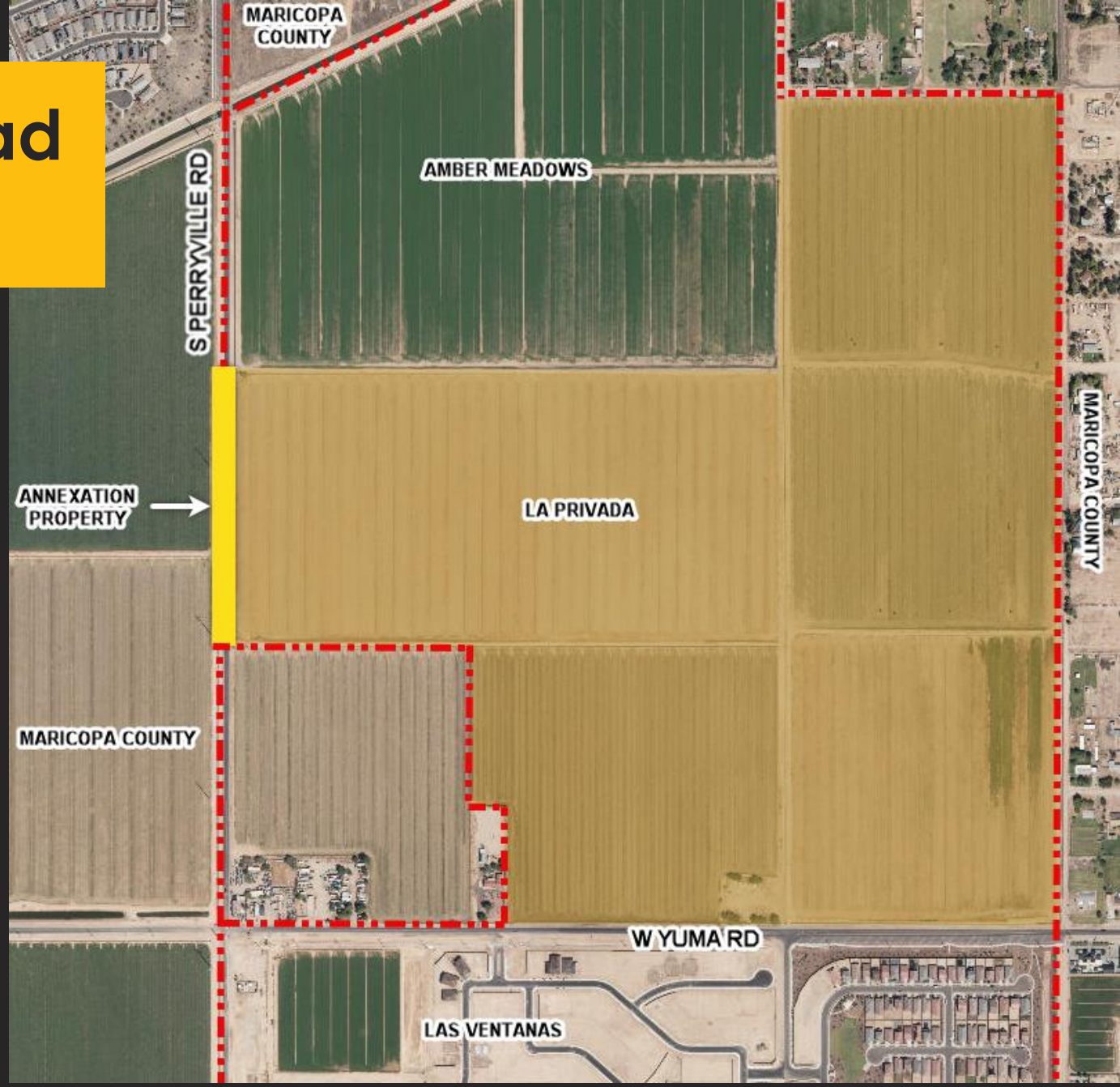
Annexation of S. Perryville Road Adjacent to La Privada Parcel 5



S. Perryville Road Annexation

Annexation Property

Approx. 0.978 acres



Annexation Process

S. Perryville Road

- April 28th – Council authorization
- July 7th – First public hearing
- Tonight – Final public hearing

Annexation Evaluation Criteria

S. Perryville Road

- Consistent with City's Annexation Policy

Annexation Recommendation

S. Perryville Road

- Approve the annexation of approx. 0.978 acres

ITEM #: 18.
DATE: 08/25/2025
AI #:2829

CITY COUNCIL ACTION REPORT

SUBJECT: REZONE OF APPROXIMATELY 17.55 ACRES LOCATED AT THE NORTHWEST CORNER OF PEBBLECREEK PARKWAY AND MONTE VISTA ROAD, WITHIN THE PALM VALLEY PHASE VIII PLANNED AREA DEVELOPMENT (PAD), FROM PAD TO PAD WITH AN UNDERLYING ZONING OF MULTI-FAMILY (MF-24) WITH A PAD OVERLAY.

STAFF PRESENTER(S): Ann Dolmage, Principal Planner

OTHER PRESENTER(S):

Taylor Earl, Earl & Curley, P.C.

SUMMARY

This is a public hearing to request a rezone of approximately 17.55 acres located at the northwest corner of PebbleCreek Parkway and Monte Vista Road, within the Palm Valley Phase VIII Planned Area Development (PAD), from PAD to PAD with an underlying zoning of Multi-Family (MF-24) with a PAD Overlay.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT ORDINANCE NO. 2025-1637, CONDITIONALLY REZONING APPROXIMATELY 17.55 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF MONTE VISTA ROAD AND PEBBLECREEK PARKWAY FROM THE PALM VALLEY PHASE VIII PLANNED AREA DEVELOPMENT (PAD) TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF MULTI-FAMILY (MF-24) WITH A PAD OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR. (Ann Dolmage, Principal Planner)

STIPULATIONS

The complete list of stipulations is contained within Ordinance No. 2025-1637 (Attachment A).

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax, and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues, and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

On August 13, 2025, the Planning and Zoning (P&Z) Commission held a public hearing for the Picerne at Palm Valley Rezone request. After the staff and applicant presentations, three residents spoke in opposition to the rezoning, and two additional residents submitted speaker cards marked “opposed.” Concerns raised included:

- Higher density in the area, with several noting they purchased their homes knowing the development would be multi-family but capped at two stories.
- Potential view impacts from private multi-family residences into the Portales at Palm Valley community.
- The lack of similar two-story height protections along Monte Vista, affecting the Covina at Palm Valley community to the south.
- Traffic backups when exiting through the gates at Monte Vista Road.

At the conclusion of the public hearing, the P&Z Commission expressed appreciation for the developer’s concessions but also voiced concerns regarding affordability, the number of apartments, the additional density proposed for this location and area, and the lack of condominiums or other affordable options beyond dense rental apartments. At the conclusion of the discussion, the P&Z Commission voted 4–2 to recommend approval, subject to the proposed stipulations outlined in Ordinance 2025-1637 (Attachment A).

A public hearing notice for the Council Meeting was published in the Arizona Republic West Valley Edition on July 25, 2025, at least 15 days prior to the meeting. Additionally, on July 18, 2025, postcards were mailed to 94 adjoining owners, located within five hundred (500) feet of the Property. Further, on July 28, 2025, signs were posted/updated on the site.

Additional details regarding the previous actions are provided in the P&Z Commission Staff Report (Attachment D).

STAFF ANALYSIS

Additional information related to this request, including an aerial exhibit (Attachment B) and the Applicant Narrative (Attachment C) are included as attachments to this report.

Staff recommends that the City Council adopt Ordinance 2025-1637 (Attachment A), consistent with the P&Z Commission's recommendation.

Attachments

Attachment A - Ordinance No. 2025-1637 with Exhibits

Attachment B - Aerial Exhibit

Attachment C - Applicant Narrative

Attachment D - Planning and Zoning Staff Report
Staff Presentation

ORDINANCE NO. 2025-1637

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 17.55 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF MONTE VISTA ROAD AND PEBBLECREEK PARKWAY FROM THE PALM VALLEY PHASE VIII PLANNED AREA DEVELOPMENT (PAD) TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF MULTI-FAMILY (MF-24) WITH A PAD OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR.

WHEREAS, on May 9, 2005, the City Council adopted Ordinance No. 2005-940 rezoning approximately 562 acres from the Preliminary Planned Area Development Mixed Uses District to the Final Planned Area Development District for the Palm Valley Phase VIII PAD, which designated the Subject Property (or the "Property") as High Density Residential MF 1-18 (UR/H) as amended by the PAD; and

WHEREAS, the Property consists of 17.55 acres on the northwest corner of Monte Vista Road and PebbleCreek Parkway as shown on Supplementary Zoning Map No. 22-06, attached hereto as Exhibit A and legally described in Exhibit B, attached hereto; and

WHEREAS, the land use designation in the Goodyear 2035 General Plan for the Property is Designated as Neighborhoods; and,

WHEREAS, this request is to rezone the 17.55-acre Property to PAD with an underlying zoning of MF-24 with PAD Overlay to allow for the entire Property to develop as Multi-Family with a density no greater than 24 units per acre, subject to the development standards described in the document titled "The Picerne at Palm Valley Development Regulations, MF-24 with PAD Overlay, dated March 2025", attached hereto as Exhibit C; and,

WHEREAS, PAD is a listed zoning district within the Neighborhoods land use category for the Goodyear 2035 General Plan; however, a density of up to 24 units per acre, as typically seen in MF-24, is not a listed zoning district for the Neighborhoods land use category; and

WHEREAS, the area to be zoned PAD with an underlying zoning of MF-24 with a PAD Overlay is less than 19.9 acres and does not require a General Plan Amendment for the increased density; and,

WHEREAS, stipulations of approval and a PAD Overlay have been created to address General Plan conformity within the Neighborhoods land use designation; and,

WHEREAS, City staff finds that the proposed rezoning will not adversely impact the surrounding area as the proposed land uses will allow for the orderly growth and development of a multi-family development; and

WHEREAS, a public notice of a Neighborhood Meeting was provided to property owners within 500 feet of the property on February 2, 2024, and a sign advertising the meeting was posted to the site on February 12, 2024; and

WHEREAS, the Neighborhood Meeting took place in person on February 28, 2024, and was attended by 29 people, where discussion occurred regarding project density and building height,

ingress and egress, parking, landscaping, amenities, traffic impacts, construction timing, and similar topics; and

WHEREAS, a public notice that this rezoning was to be considered and reviewed at a public hearing before the Planning and Zoning Commission on August 13, 2025, appeared in the Arizona Republic West Valley edition on July 25, 2025; postcards were mailed to adjoining owners on July 18, 2025; and the sign on the site was updated on July 28, 2025; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on August 13, 2025; and;

WHEREAS, at that meeting the Planning and Zoning Commission voted (4-2) to recommend approval, subject to the stipulations in the draft ordinance that was presented; and

WHEREAS, a public notice that this rezoning was to be considered and reviewed at a public hearing before the City Council on August 25, 2025 appeared in the Arizona Republic West Valley edition on July 25, 2025; postcards were mailed to adjoining owners on July 18, 2025; and the sign on the site was updated on July 28, 2025; and;

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona find the adoption of this Ordinance to be in the best interests of the public interest, health, comfort, convenience, safety, and general welfare of the citizens 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. DECLARATION OF PUBLIC RECORDS

That certain document titled “Official Supplementary Zoning Map No. 22-06”, a copy of which is attached hereto as Exhibit A, is herby declared a public record and incorporated herein by this reference.

That certain document titled “Picerne at Palm Valley 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 “The Picerne at Palm Valley Development Regulations, MF-24 with PAD Overlay, dated March 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. 44-7401 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 2. ADOPTION OF FINDINGS

The clauses set forth above are hereby adopted and incorporated herein by this reference as if fully set forth herein.

SECTION 3. DESCRIPTION OF THE PROPERTY BEING REZONED

This Ordinance No. 2025-1637 applies to that parcel of land in Goodyear, Maricopa County, Arizona, that is approximately 17.55 acres generally located at the northwest corner of Monte Vista Road and PebbleCreek Parkway as legally described in that certain document titled "Picerne at Palm Valley Legal Description", attached hereto as Exhibit B and which is declared a public record and incorporated herein by reference in Section 1 of this Ordinance (the "Property").

SECTION 4. REZONING

The Property is conditionally rezoned from Planned Area Development (PAD) to Planned Area Development (PAD) with an underlying zoning district of Multi-Family (MF-24) with a PAD Overlay.

SECTION 5. CONDITIONS OF REZONING

The rezoning of this Property is subject to the following stipulations and conditions of approval:

1. Approval of the rezoning does not constitute approval of any site plan for development within the Property. All future development will be subject to site plan review and approval by City staff, at which time all elements of site development will be reviewed, including (but not limited to) architecture, landscaping, grading and drainage, lighting, infrastructure, parking, and access and circulation; and

2. Except as modified by the "Picerne at Palm Valley Development Regulations MF-24 PAD Overlay" dated March 2025 or the conditions of approval/stipulations, the development of the Property shall comply with the City of Goodyear Zoning Ordinance applicable to the MF-24 Multi-Family Residential Zoning District; the City of Goodyear Design Guidelines; the City of Goodyear subdivision regulations; the City of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer; the Maricopa County Association of Governments standards for public works construction; all Building Codes and Regulations adopted by the City of Goodyear; and all other federal, state, and local laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and

3. Ingress at the proposed gated entrance on PebbleCreek Parkway is assumed to be for residents and emergency services only. Should the applicant, developer, or owner of the Property (the "Owner") wish to make ingress available to delivery services and/or guests (with the installation of a keypad or similar device), the site plan will need to demonstrate that adequate queuing capacity exists within the Property to accommodate vehicles waiting at the gate without impeding traffic accessing the multifamily development to the north; and

4. In addition to constructing the infrastructure improvements specifically identified herein, Owner shall construct, at no cost to the City, all

infrastructure improvements required by the City of Goodyear subdivision regulations, all Building Codes and Regulations adopted by City, and Engineering Design Standards and Policy Manual in effect at the time of construction; and

5. Owner shall dedicate, at no cost to City, all rights-of-way and/or easements within the boundaries of the Property that are: (i) needed for construction of infrastructure improvements required for City to provide water and wastewater services to the Property; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to City subdivision regulations, building codes and regulations, and City EDS&PM; (iii) required for the construction of improvements for which Owner is responsible for making in-lieu payments; (iv) required to be dedicated pursuant to any development agreement with City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, or guidelines governing the development of the Property including, but not limited to City's subdivision regulations, building codes and regulations, and City's EDS&PM. The rights-of-way to be dedicated shall be dedicated in fee and lien-free and, unless otherwise agreed to by City, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by any stipulation in this ordinance, the terms of a written development agreement approved by City Council or a written phasing plan approved by City Engineer or their designee, all dedications shall be made prior to or concurrent with recordation of a final plat or approval of a site plan that includes the area in which the dedicated property is located or when requested by City Engineer or his/her designee, whichever is earlier; and

6. No final plat shall be recorded, and/or no construction permits issued until Owner has provided the City with all approvals and/or easements from jurisdictions or parties whose property interests will be impacted by the development contemplated by such final plat and/or construction permit. All required approvals and easements shall be in a form acceptable to the City Engineer or his/her designee; and

7. Right-of-way required to accommodate the proposed deceleration lane on Monte Vista Road shall be conveyed to the City prior to acceptance of infrastructure. Any deviations to the public utility easement stemming from this conveyance shall be reviewed, approved, and recorded prior to acceptance.

SECTION 6. AMENDMENT OF ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning of the Property with the adoption of the document titled "Picerne at Palm Valley Development Regulations MF-24 with PAD Overlay", dated March 2025,

referred to herein by the adoption of Supplementary Zoning Map No. 22-06, a copy of which is attached hereto as Exhibit A, and such amendment shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 7. RECORDATION

This Ordinance shall be recorded with the Maricopa County Recorder's Office.

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.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 25th day of August, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

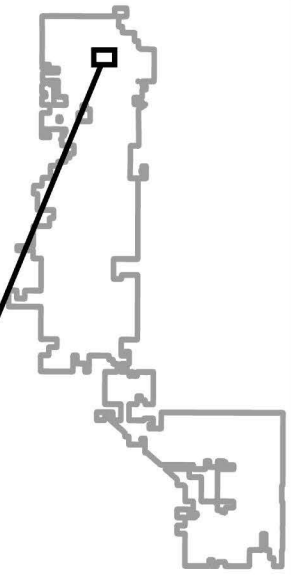
_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 22-06

AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO.2025-1637, PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS 25TH DAY OF AUGUST, 2025.



_____

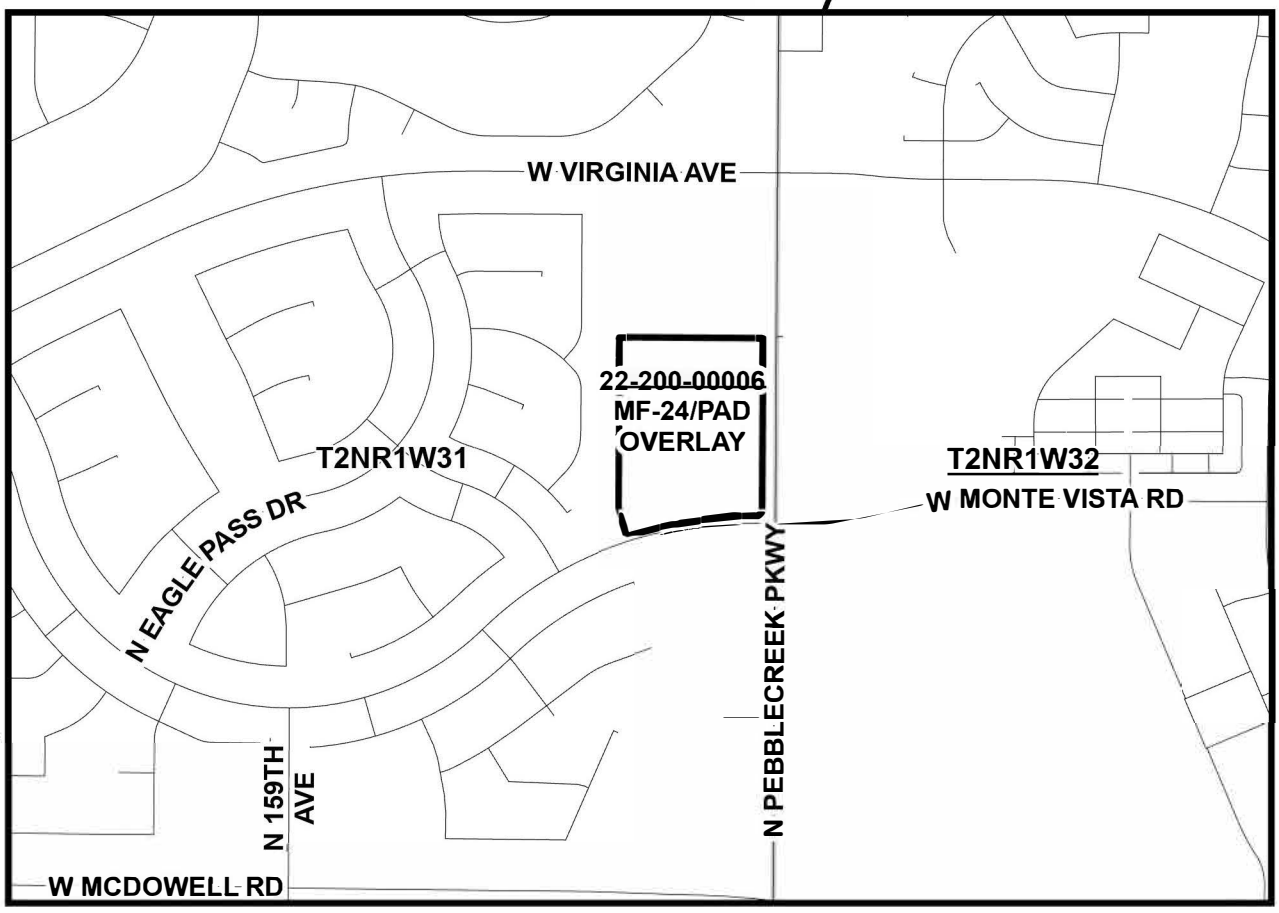
MAYOR

_____

CITY CLERK

SUBJECT PROPERTY:

Tract B of 'Palm Valley Phase VIII South Parcel' plat per book 839, page 49 of Maricopa County Records



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT		
A	REZONE FROM PAD TO MF-24 WITH PAD OVERLAY 22-200-00006	DATE: July 2025

Picerne at Palm Valley

Legal Description

Tract B of 'Palm Valley Phase VIII South Parcel' plat per book 839, page 49 of Maricopa County Records



The Picerne at Palm Valley
Development Regulations
MF-24 with PAD Overlay
March 2025

PERMITTED USES

All uses in the MF-24 Multi-Family Residential Zoning District in accordance with Article 3-2-2 of the City of Goodyear Zoning Ordinance.

DEVELOPMENT STANDARDS

The Development Standards for MF-24 Multi-Family Residential Zoning District shall apply to this Property, except as modified below:

Development Standard	The Picerne at Palm Valley PAD Overlay
Maximum Density in Du/Ac	24
Minimum Lot Width (ft.)	100
Minimum Lot Depth (ft.)	N/A
Maximum Building Height (ft.)	40
Maximum Accessory Building Height (ft.)	12
Maximum Building Coverage	50%
Minimum Front (South) Setback (ft.)	30
Minimum Street Side Setback (ft.)	30
Minimum Side Setback except for Street Side (ft.)	20
Minimum Total Setbacks, Both Sides (ft.)	40
Minimum Rear Setback (ft.)	20 (c)
Minimum Recreational Open Space (sq. ft./d.u.)	408
Minimum Private Open Space (sq. ft./d.u.)	52
Minimum Setbacks from single-family residential zoning	
Building Height 20 feet or less (ft.)	30 (a)
Building Height between 20 and 30 feet (ft.)	50 (a) (b)
Building Height greater than 30 feet (ft.)	50 feet + 5 feet for every foot over 30 feet (a) (b)

(a) As measured from a single-family residential lot property line.

(b) No three-story elements shall be located within 145 feet of a single-family residential lot property line along the western boundary of the property.
(c) No three-story elements shall be located within 40 feet of the northern boundary of the property.

ADDITIONAL REGULATIONS

General

1. Unless expressly modified in this document, all development within the Property shall comply with the requirements of the City of Goodyear Zoning Ordinance, including the requirements applicable to development in the MF-24 Zoning District set forth in Chapter 3 (Multi-Family Residential) of the City of Goodyear Design Guidelines.

2. All permitted uses are subject to Administrative Site Plan review.

3. Views into the development from public streets are encouraged and the construction of solid fences and walls measuring six feet (6') along the boundaries of the Property that face public streets is prohibited unless authorized by the Zoning Administrator.

4. Trash enclosures shall be located a minimum of twenty feet (20') from all residential buildings unless a trash enclosure is fully enclosed within a building. All trash enclosures within twenty-four feet (24') of a structure that is two stories or greater shall be covered with a trellis. Landscaping shall be installed between the buildings and the trash enclosure.

Architecture and Design Standards

1. Except as modified by "The Picerne at Palm Valley Development Regulations, MF-24 with PAD Overlay" document and/or stipulations set forth in the zoning ordinance, the Property shall be developed in accordance with Chapter 3 of the City of Goodyear Design Guidelines.

2. The design of all multi-family residential buildings shall incorporate four-sided architecture.

3. All gates within the Property that provide access to fire lanes or emergency service vehicular access drives shall be wrought iron gates or be of a similar material and style and shall be consistent with other such gates found within Palm Valley. Chain-link fences and barriers with any sort of chains, including drop chains, are prohibited.

4. Residential buildings that front or are oriented toward PebbleCreek Parkway or Monte Vista Road shall include adjacent pedestrian walkways/paseos and shall provide views into the residential development. Special design attention and detail

shall be placed on residential buildings and walls/fences located near PebbleCreek Parkway and Monte Vista Road from a street and layout perspective. To accomplish this goal, the development of the Property shall comply with the following:

a. The preference is for residential buildings to face towards PebbleCreek Parkway and Monte Vista Road when built adjacent to those roadways.
b. First floor units should have patios with screen walls which face PebbleCreek Parkway and Monte Vista Road.
c. Any perimeter wall or fencing constructed adjacent to PebbleCreek Parkway and Monte Vista Road shall be either a view fence or a combination view wall and view fence that consists of a minimum of two feet (2') of view fencing on top of a maximum of four feet (4') of Concrete Masonry Unit (CMU) or block that is equivalent in screening, except where needed to screen trash enclosures, parking, utilities, and mechanical equipment.
d. A minimum of four (4) structurally shaded pedestrian connections which connect the residential development to the adjacent public sidewalks or trail on PebbleCreek Parkway and Monte Vista Road, and are separate from the entry driveways, shall be provided, with a minimum of at least one (1) connection to PebbleCreek Parkway and one (1) to Monte Vista Road. Parking shall not be permitted within the building and landscape setbacks along PebbleCreek Parkway and Monte Vista Road unless it is screened from view from public streets with a solid wall that contains at least four feet (4') of Concrete Masonry Unit (CMU) or block that is equivalent in screening.

5. All residential buildings and the units within those residential buildings shall have pedestrian access to internal amenity areas via sidewalks and paths that are not located within vehicular drive aisles or the main vehicular ingress/egress drives. Where a pedestrian connection crosses a drive-aisle, drive-way or drive-through, it will contain decorative paving such as pavers, colored concrete, stamped concrete (not stamped asphalt), or other approved material.

6. At least two (2) base colors and three (3) accent colors/materials shall be used for residential buildings constructed within the Property. The combination of base colors and accent colors/materials shall be used in a manner that creates a minimum of 3 (three) unique combinations of base colors and accent colors/materials ("Building Schemes") throughout the Property.

7. The color palettes for all structures within the Property shall incorporate a variety of colors and not rely on various shades of grays/browns.

8. The roof heights of all residential buildings constructed within the Property shall be varied and include pitched tile and/or tower-like tile elements in a style similar to those roofs and tower elements found within Palm Valley Phase VIII.

9. In order to add to the uniqueness and street character of the project, all portions of residential buildings visible from a public sidewalk shall incorporate colors for the trim, fascia, siding, recessed features, shutters, and/or pop-outs which are different

from the main body color of the residential building.

10. Private outdoor open space is that portion of the unit devoted to outdoor recreational use by the individual resident(s) of the unit. This area is provided in addition to the common recreational open space. Private outdoor space shall be provided in the form of private yards, patios, or balconies. The minimum length of patios and balconies shall be five feet (5') and the minimum width of patios and balconies shall be five feet (5'). The total minimum area of each patio and/or balcony shall be fifty-two (52) square feet.

11. A minimum ten-foot (10') wide landscape setback with a row of non-deciduous trees spaced an average of twenty feet (20') apart, as measured on center, shall be maintained along the west property line of the Property.

12. If an entry drive aisle is located along the north property line of the Property and is within the otherwise required twenty-foot (20') landscape setback, then a minimum twenty-five-foot (25') wide landscaped area shall be provided between the back of curb of the drive aisle and any building. This area may include a five-foot (5') wide sidewalk; a view fence consisting of at least two feet (2') of open view fencing and no more than four feet (4') of solid wall, provided that a minimum five-foot (5') wide landscaped area is maintained on the north side of the view fence; and an ingress/egress drive with gate and solid wall support for the gate, provided the sections of solid wall are not longer than twenty feet (20').

13. An unpaved trail/path at least eight feet (8') wide, composed of compacted decomposed granite (DG), shall be provided along PebbleCreek Parkway and Monte Vista Road.

14. A minimum of two (2) pedestrian bench or seating areas, each with an adjacent shade tree, shall be provided along the public sidewalk or trail on both PebbleCreek Parkway and Monte Vista Road.

15. Trees and landscaping along both sides of the trail/path along PebbleCreek Parkway and Monte Vista Road shall be provided where possible.

16. A view fence or a combination view wall and view fence may encroach into the PebbleCreek Parkway and Monte Vista Road Landscape Setbacks by no more than five feet (5').

17. Any structural projection on MF-24 Buildings, including balconies and patios (covered or uncovered), bay windows, eaves, ornamental features, or similar shall be permitted to encroach into the front and street side setbacks by not more than two feet (2'). Ground floor projections that include patios (covered or uncovered) surrounded by walls that are four feet (4') or less in height and include pedestrian gates and paths allowing pedestrian access directly to the adjacent public sidewalk, shall be permitted to encroach into the front and street side setbacks by not more

than five feet (5').

18. The style of perimeter walls surrounding the property shall match or complement the existing walls in the Palm Valley Phase VIII area.

19. Any multi-family development within the Property is encouraged to include "Palm Valley" on any monument sign located at the northwest corner of PebbleCreek Parkway and Monte Vista Road. The term "Palm Valley" may appear as part of the development name, on the sign face, or incorporated into the sign base. If the name "Palm Valley" is included on any monument sign located at the northwest corner of PebbleCreek Parkway and Monte Vista Road then the name "Palm Valley" and any words/sign elements used solely for this area branding shall not count toward the development's allowable signage area.

20. All pedestrian connections through parking lots and drive aisles shall be clearly marked with enhanced decorative paving such as pavers, colored concrete, stamped concrete (not stamped asphalt), or other approved material.

21. Any building that is either partially or entirely within the portion of the Property which is both within 150 feet of the Property's western property line (adjacent to single-family residential) and within 90 feet of the Property's southern property line (adjacent to Monte Vista Road) are to be restricted to two stories.

22. Any building that is either partially or entirely within 166 feet of the subject site's western property line shall contain exterior anti-glare window treatments on all second-story and third-story windows that face due west and are not recessed into a balcony area.

23. Any building that is either partially or entirely within both 166 feet of the subject site's western property line and 262 feet of the subject site's southern property line shall contain exterior anti-glare window treatments on all second-story and third-story windows that face northwest and southwest and are not recessed into a balcony area.

24. Any third-story windows facing due west and within two hundred feet (200') of the property line of a single-family-lot along the Property's western property line shall be clerestory windows.

25. The western boundary of the Property shall have a wall that runs from the northwest corner of the Property to a point that is at or within thirty feet (30') of the Property's southern property line.

26. Any vehicular entrance to the Property from Monte Vista Road shall include a deceleration lane, which deceleration lane shall be subject to approval by the Development Services Department.

27. The Property shall have a secondary access point that allows for resident ingress,

general egress and full emergency access. Such secondary access point is subject to approval by the Development Services Department.

Amenities

1. To satisfy the requirements of Section 3-5-5 of the Goodyear Zoning Ordinance, all of the following amenities shall be provided:
    - Minimum 10,000 square foot clubhouse/leasing office (may be located in separate buildings)
    - Fitness center (may be located in clubhouse)
    - Cabana
    - Internally located shaded ramada with seating areas
    - Pool of at least 1,900 square feet
    - Dog park
    - Shaded Tot-lot
    - Outdoor barbeque area
    - Outdoor kitchen
    - Unprogrammed open turf area (artificial or live turf)
    - Outdoor game courtyard

Other amenities may be substituted for those listed above, as administratively approved by the Zoning Administrator.

Picerne at Palm Valley

Northwest corner of Monte Vista Road and PebbleCreek Parkway



P22-200-00006 Picerne at Palm Valley Rezone

Attachment C

Picerne at Palm Valley

Project Narrative
NWC Monte Vista Road & PebbleCreek Parkway
Goodyear, AZ



A Rezone request from MF-18 PAD to MF-24 with PAD Overlay
Case Number: 22-20000006

Submitted: March 16, 2022
Revised: March 17, 2025

Prepared for:
Picerne Real Estate Group

Prepared by:
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PICERNE
Building on Tradition Since 1925

INTRODUCTION

On behalf of our client, Picerne Real Estate Group ("Picerne"), we are pleased to submit this rezoning request and supporting documents. This Project Narrative is provided in support of a Rezoning request for the +/- 20 acre (gross) site located at the northwest corner of Monte Vista Road and PebbleCreek Parkway ("Property"). The Property's APN is 508-14-894.

The Property is generally bounded by Monte Vista Road along the South, PebbleCreek Parkway along the east, an existing multi-family rental community along the north and an open space/pedestrian pathway for a single-family residential development along the west.



The developer of this luxury community will be Picerne Real Estate Group an Arizona based developer, with a well-earned reputation for creating quality residential communities.

The site is currently zoned PAD, within the Palm Valley Phase VIII PAD, and allows for up to 315 units. The site received Site Plan approval through Case No. 07-600-00040 for 300 residential units, but that project was never built and has since expired. Our proposed rezoning request would be to rezone the Property from MF-18 PAD to MF-24 with PAD Overlay to provide for an increase in density to accommodate the City's employment growth and to support a potential mixed-use, urban development at Estrella Falls. Whereas 315 units would be allowed

on this site, we are requesting 383. In the process, we will also be upgrading the product that was planned for this site.

Picerne is seeking this rezoning to allow for the development of a secured luxury residential community with approximately 383 apartment homes offering a range of 1-, 2- and 3- bedroom units. The proposed building architecture and open space areas will provide a distinct upscale living environment for residents of this community. The use of various colors and materials, and both horizontal and vertical plane movement will emphasize the building's unique urban design both for the residents of the new community and also for the area residents when walking or driving past the development. All of the architectural elements will tie together to provide a strong identity for the site that complements the surrounding properties as well as creating an inviting atmosphere for both residents and guests. The project provides a design that uses view corridors and architectural focal points to emphasize the interior residential amenities. This well-conceived infill concept will add to the diverse housing types in this growing area of the community.

Vacant land and vacancies within such an important mixed-use area is undesirable. Our proposal will bring needed residents to this Property who will support the retail, entertainment, and dining options in the nearby Estrella Falls/The Market and Centerpointe commercial centers.

GENERAL PLAN CONFORMANCE

The entire 20-acre Property is currently designated in the Goodyear General Plan as "Neighborhood." The Neighborhood designation allows for "a wide range of densities and housing products, public and community facilities such as schools and places of worship, and commercial uses at appropriate intensities and locations." This Property is already approved for multi-family residential and therefore no change in land use designation is necessary. Our proposed rezoning request seeks to rezone the Property from MF-18 PAD to MF-24 with PAD Overlay, which would provide an increase in density that better supports the mixed-use and urbanization developments of GSQ and Estrella Falls just to the east.

The proposal fits well within its "Neighborhood" surroundings. Within .5 miles of the property, the following uses are present: multi-family, single-family, retail, and office.

The New Surrounding Environment

Since this project was originally approved, the needs of the City and the character of this area have changed. The City is in greater need of density to support its employment growth and to house the many people that have moved and will continue to move to Goodyear. The City and the West Valley have seen an explosion of growth. Housing continues to be needed to keep up with demand now and in the future. To help meet that demand, this proposal simply adds additional units to a site that is already zoned for multi-family. For the City, this is a better approach than, for example, needing to rezone commercially zoned land to multi-family to meet the same demand.

This immediate area has also changed dramatically since the original PAD was approved. Since that time, the City has invested considerably in its multi-phase GSQ, with a beautiful city hall building, two-story library, two-acre park for community events and gatherings, upscale office space and additional space for new restaurants, retail and entertainment. The City also recently approved a PAD for the neighboring Estrella Falls center, which will be an urban mixed-use development unlike anything Goodyear has seen before. This is a game-changer for this area. Surrounding developments, like ours, must take these changes into account.

The subject site is within walking distance of all of these new uses, in addition to the long-standing retail and office that was already significant. This has all dramatically increased the desirability of additional density on this site. The subject Property's future residents will greatly benefit from close proximity to dining, retail, entertainment, the library, and the City's other programmed events. Likewise, the City will greatly benefit from additional people to support such uses. The more people that support such uses, the greater the City's ability to attract and retain top users. Retail and restaurant spaces can fill up, but the City wants high-quality users to fill those spaces. The City cannot control which tenants move in, but it can approve projects like ours that bring people to the area. People equal buying power, and that is what quality commercial tenants look for before investing in an area. People are the City's best insurance against vacancies or low-quality commercial users.

General Plan Development Standards

The General Plan includes Development Standards that are meant to guide decision making during the rezoning and development review process. These standards are different than policies and were created to be used in the evaluation of rezoning requests. These standards are intended to serve as a guide. The following justifications show how an increase in density meets the General Plan development standards and is appropriate at this location.

As mentioned, the Neighborhoods category includes a wide range of densities and housing products that are intended to suit the needs of existing and future residents. Residential densities in this category are wide-ranging, but the Development Standards provide a guide for where specific densities are suitable and what the desired form for those residential densities is. As shown within this narrative, the proposed increase in density, at this location and done in the manner being proposed, is appropriate and desirable.

> *Universal Development Standard 27. Residential uses with densities over 12 dwelling units per acre may be considered along arterial roads, interstate corridors, transit corridors, adjacent to employment or commercial areas, adjacent to regional or community parks or open space areas, or to provide transition between residential and non-residential uses. These developments should have access onto an arterial roadway or be able to access an arterial roadway through a commercial or other non-residential development. (Emphasis added)*

The guideline suggests that higher density may be considered in several contexts that apply to our site (i.e. those underlined above). The Property is adjacent to an arterial street. As for open

space and parks, there is a neighborhood park directly south of the site, the City's GSQ has a linear park to its west (which the City seeks to activate), and there is a significant open space in front of the library that is used for events. The Property is next to a commercial power center across PebbleCreek Parkway, and it is within a short walk of the City's GSQ employment area. Accordingly, increasing the density at this location is squarely in line with the City's General Plan.

> *Universal Development Standard 29. High density residential developments should not be located directly adjacent to single-family residential developments with densities under 5 dwelling units per acre unless a public roadway, park or open space area, medium density residential development, or similar features provides a buffer between these uses.*

Our project meets this standard because the Property is near but not adjacent to single-family residential homes. Between this community and the existing single-family homes to the west is a 50-foot-wide open space and pathway. This creates a built-in buffer and separation. The language above identifies public roadways, parks or "similar features" that can serve as buffers between such communities. This 50-foot-wide pathway and open space is a "similar feature" because it has the width of a local street but the low activity and landscaping of a park.

This proposal also provides a transition between residential uses through the proposed setbacks, building heights, and stepbacks. Special care was taken in the design of these buildings to push the buildings far away from the residential property lines, to introduce a row of trees planted 20 feet on center along the western property line to act as a screen, and then to restrict the height of the western side of the buildings to two-stories. We have also been mindful of three-story windows and have tried to position those to face away from the west. We submit that these are the types of transition techniques and features that, although not always possible, are ideal methods for accommodating density near single-family communities. These design features and efforts are squarely in line with the letter and spirit of the above-referenced General Plan standard.

> *Universal Development Standard 30. High density residential projects are most appropriate and encouraged to locate: a. Within a 10-minute walk (approximately ½ mile) of a transit station (e.g., local bus station), or b. Within a 10-minute (approximately ½ mile) walk of a regional or community park or other significant open space feature or major trail system, or c. Within a mixed-use development, or d. Adjacent to commercial centers.*

The facts supporting our compliance with this provision have been outlined previously, but we will elaborate here. The property is within a 10-minute walk of several features that comply with this standard. The Property is adjacent to a neighborhood park directly south of the site. While our proposal will provide significant amenities to residents, this park provides a basketball court, tot lot, ramada, and a large grass area that is unprogrammed. Furthermore, along with the rezoning request, the developer proposes to include a trail pathway with seating areas along both street frontages, which can be enjoyed by its residents but also the general public.

The City's GSQ also features both a linear park on the west side and an open space in front of the library where events are hosted. Below is from the City's website regarding the GSQ open space:

> This two-acre park is designed to be the heart of Goodyear. This is a public place to gather with friends and family for festivals, concerts and parades, creating a sense of pride and hometown feel for our community. It will also serve as a welcome amenity for the office workers at city hall and surrounding office buildings.

The open space referenced above is one of the most significant park features in the City's history, and our residents will be within walking distance.

As for commercial areas within a 10-minute walk, the Estrella Falls power center exists across from this site, which is both a major asset to this community and a place where our residents can provide the City with great spending support—to help secure and retain top quality tenants.

The City's recent approval of the Estrella Falls mixed-use development is a magnet for the density we are proposing. The City needs people to support this use, both those who drive in but also those who are within walking distance—as the residents of the subject Property will be. People are the lifeblood of mixed use centers. Without them, robust mixed-use centers will never fully develop, perhaps beyond an initial phase or two, and they will never realize their potential.

Similarly, the City's development of its GSQ not only brings open space but also City services, a library, employment, and other retail opportunities. Again, our residents will be within walking distance.

One benefit that is often overlooked is what increased density can bring to the area and City. The City of Goodyear would benefit from the increase in state shared revenue. The portion of that state shared revenue flowing to Goodyear is a function of Goodyear's population base. Therefore, increasing the population through the addition of density on the subject parcel would increase population and thus increase Goodyear's portion of state shared revenue. Goodyear's share of state shared revenues could be used to pay for essential city services like police, fire, road maintenance and parks. Supporting an increase in density for a multi-family residential community, at a location near the types of open space and services described above, meets this guideline.

> *Universal Development Standard 31. Pedestrian and bicycle connections shall be provided to internally and externally link residential uses to nearby commercial uses, schools, parks, other neighborhoods, and other important destinations by walking or biking.*

As mentioned, the developer proposes to include a trail pathway with seating and shade areas along both street frontages which can be enjoyed by its guests and/or the general public. Internal

connections from this development to the adjacent public sidewalks and trails system will provide links for their guests to have the ability to walk or bike to nearby parks and shopping.

> *Universal Development Standard 32. New subdivisions should be designed to provide convenient pedestrian access to adjoining streets, open spaces, and commercial areas. Subdivision design is encouraged that minimizes or avoids the use of typical subdivision perimeter walls. If subdivision walls are proposed, they should include pedestrian access points for pedestrian movement. The pedestrian access points should be strategically located to maximize usage by residents.*

While this is not a subdivision, this request is designed to provide its guests with convenient pedestrian access to adjoining streets, open spaces, and the nearby commercial areas. The project's perimeter walls will have pedestrian access gates strategically located to allow guests quick and convenient access to the public sidewalks and nearby transit stations.

> *Universal Development Standard 33. Gated communities do not have to provide pedestrian access points but they should allow for public regional trail connections. Gated communities are encouraged to provide pedestrian access points even if they only provide access to residents who live in the community.*

Appropriately located pedestrian access points will be provided through the project's perimeter walls to allow guests quick and convenient access to the public sidewalks, trails system, and nearby transit stations. By so doing, a pedestrian experience will be supported.

Based upon the analysis provided above, we believe the proposed rezoning to MF-24 with PAD Overlay is consistent with the standards and vision of the City of Goodyear's General Plan. As such it will be a good land use solution for the subject site.

REQUEST

The property is currently zoned PAD and is part of the Palm Valley Phase VIII development. The zoning was conditionally approved with the adoption of Ordinance No. 2005-940 by the Goodyear City Council back on May 9, 2005. The Palm Valley PAD designates this site with a land use of UR/H, High Density Residential. Although the UR/H category is not specifically documented in Ordinance No. 05-940, the City has determined via interpretation that the UR/H land use category in the Palm Valley PAD must adhere to the MF-18 zoning district criteria. Picerne is seeking to rezone the existing zoning category on this Property from MF-18 PAD to a MF-24 with PAD Overlay designation to enable the development of a luxury residential community that will support the continued vibrancy of this area. Additionally, the previous approval allowed a maximum building height of 30 feet and this amendment seeks a maximum building height of 38 feet. This is a relatively minor height increase, especially when the proposed protections to the western neighbors are considered. The companion PAD Overlay Standards outline what deviations are being sought in addition to the MF-24 zoning.

The City's Zoning Ordinance suggests that the Planning and Zoning Commission's reviews and recommendations shall be guided by the following considerations:

> *a. Consistency with the goals, objectives, policies and future land use map of City's General Plan; consideration of current market factors, demographics, infrastructure, traffic, and environmental issues; and if conditions have changed significantly since the Plan was adopted;*

For compliance with the General Plan, we refer the reader to the preceding section, wherein we have elaborated on how this request complies with the standards of the General Plan. In short, the site is already approved for multi-family, and this request for additional density would support the City's growth in employment, its need for housing, and its desires for a nearby mixed-use urban center and city square with a high-quality mix of uses. The project proposes to do all of this while at the same time installing significant transition buffers to the communities west and north of the subject site.

Picerne's proposed community will be developed at a luxury level, with sophisticated and upscale design, internal walkways, significant amenities, balconies and patios, and high-end community amenities. The community will be gated to provide residents with a sense of place and security within the overall community. The community will feature ample amounts of tenant and guest parking to alleviate the types of parking burdens that are often present in multi-family communities. It will also provide residents with the option of renting townhome type carriage units with private garages.

This proposal will not only bring a new high-end residential development to this underutilized site, but with its luxury level design, we anticipate it will attract residents with the type of disposable income that is needed to support the surrounding and proposed commercial, retail, restaurants, entertainment, and local businesses in the area. Additionally, with the pandemic having permanently increased the number of individuals working from home, we anticipate our future residents to assist in addressing the need for daytime patronage for those commercial establishments.

In our view, it makes a great deal of common sense to locate needed multi-family density on sites that are already zoned for multi-family, like this one, rather than on other parcels that may be zoned for commercial or other uses. Picerne is proposing an appropriate increase in density on the site (from 315 to 383)—appropriate given the Valley's need for housing to meet both immediate and long-term growth and to support the City's effort to secure and maintain high-quality commercial users at the City's Civic Square and Estrella Falls. The City doesn't just want to fill the present and future commercial spaces nearby, it wants to attract *high-quality* commercial tenants for those spaces. And the City doesn't just want to fill them, the City wants to fill them and *keep* them filled. All of those efforts will require a very large amount of people, together with their disposable income. One need look no further than Downtown Phoenix to see that it takes thousands upon thousands of residential units to create the type of critical mass that can support quality commercial users.

b. Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district;

The Property is relatively flat with no significant natural features. The square shaped property was previously planned for a multi-family community that was not built at a lower density. It's important to note that the property is not directly adjacent to single-family residential homes and that the multi-family land use designation is not changing. While the request seeks to increase the density, the property's size, shape, and location are all suitable for the proposed rezoning request.

c. Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning;

The property is well buffered from its neighbors. To the west is a 50-foot-wide open space and pathway that will remain as a permanent buffer between the proposed community and the single-family homes to the west. Additionally, as discussed above, the project proposes a row of trees on the western property line, significant building setbacks, building stepbacks that push the three-story elements further away from the west, and windows oriented away from neighbors to increase the compatibility between communities.

To the north is another multi-family residential community. Next to it, we have limited the height of the buildings to two-stories, as these will be our carriage units. It is unlikely the three-story buildings would be visible over these buildings from the yards of the adjacent multi-family build-to-rent units.

To the south and east are two streets that provide separation from a park, commercial properties, and multi-family residential.

The combination of the site, its surroundings, and the proposal are a good fit. The project itself is two and three stories, which is in harmony with other two-story, single-family homes and the multi-story residential in the area. In the GSQ Regional Center approved by the City Council, heights are permitted to reach 200 feet. Moving westward, to the project that across Pebble Creek Parkway from the subject site, building heights are 4 stories. On the eastern side of the subject site, heights will be 3 stories. On the western edge of the site, heights will be limited to 2 stories. This type of stair-stepping of height, away from the City's downtown core, is proper land planning.

As stated earlier, there is a range of housing density in the immediate area. This proposed development will fit within that character of the area and within the other uses along PebbleCreek Parkway. This proposed use helps address the housing need and is much better for the City's employment and retail uses.

The Property is over 3 miles from Luke Air Force Base, over 5 miles to the City of Glendale Municipal Airport and over 2 miles to the Phoenix/Goodyear Airport. This site is sufficiently separated from airports and the associated noise contour lines.

d. Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under proposed zoning district would be better suited to the subject property than the uses allowed under current zoning;

The General Plan designated this parcel as "Neighborhood," which allows multi-family residential and therefore no change in land use designation is needed or necessary. The current zoning (which has been in place since 2005) allows for multi-family residential but is zoned MF-18 and only allows a maximum of 18 du/ac. The proposed rezoning request does not seek to change the land use but rather seeks to merely allow for additional density to match the City's change to the area since it was originally zoned. This property has already been deemed a good location for multi-family through the existing entitlements. And when consideration is given to the proposed setback, building stepbacks, and the existing built-in buffer, the proposed zoning is consistent with the existing land uses within the immediate area.

The Property is well buffered from the residential homes, is adjacent to another multi-family residential project, and is adjacent to two streets. The land use and zoning on this site are completely appropriate given that context.

Consideration should also be given to the housing demand and the housing need that the City, State, and nation are currently experiencing and will continue to experience in the future as growth continues. Allowing an increase in density for a Property as well situated as this one makes sense and helps address the housing need.

e. Demand for the types of uses permitted in the proposed zoning district in relation to amount of land currently zoned and available to accommodate the demand;

As elaborated above, there is a demand for multi-family in the area and that demand will continue as the City's Downtown continues to increase and as the West Valley attracts additional employment. This area has seen an uptick in development and zoning activity as it sits near the City of Goodyear's town center. The site is also strategically located near the Loop 303 Freeway and the I-10 Freeway, which links up to the Loop 101 Freeway and the I-17 through this area and serves as a major growth center within the west valley. The proximity of Luke Air Force Base, PV 303, GSQ, Estrella Falls, The City center and many other larger employers and an expanding base of businesses in the area makes this site ideal for this type of unique and luxury-level multi-family development. The proposed development will deliver needed housing diversity in this area.

There is a certain housing demand that needs to be addressed in the City. Where possible, it makes more sense to address that demand on sites that are already zoned/planned for multi-family than on sites that are not. Here, we have made changes to the project that install proper buffers and transitions for that increase in density.

f. Demands for public services that will be generated by the uses permitted in the proposed zoning district;

The proposed development's demand for public services will be in alignment with what is typical for multi-family projects. Based on the "Preliminary Water Report" included with this submittal, "It is not anticipated that this development will cause the need for additional storage or booster pump capacity. The existing storage and pumping have room to adequately serve this development."

There are two streets adjacent to the Property. PebbleCreek Parkway is a six-lane divided parkway with three north bound lanes, a raised median, three south bound lanes, a separate west bound right-turn lane, and a separate east bound left-turn lane. Street improvements already exist on the west side of PebbleCreek Parkway. Monte Vista Road is a three-lane roadway with a west bound lane, dual center turn lane, and an east bound lane. Street improvements already exist on the north side of Monte Vista Road. Monte Vista Road widens at the intersection to accommodate two west bound lanes tapering into a single lane. It also accommodates a north bound left turn, an east bound thru lane, and a south bound right turn lane. The intersection of PebbleCreek Parkway and Monte Vista Road is signalized.

Below is the School Impact Analysis from this development.

Column A	Column B	Column C	Column D
School Type	No. of Residential Units	Student Ratio	No. of Students
Elementary School (K-8) Litchfield #79 ESD	383	0.30 Student/Unit	115
High School (9-12) Aqua Fria Union HSD	383	0.19 Student/Unit	73
Total			188

g. Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided;

There are existing public services already provided in the area.

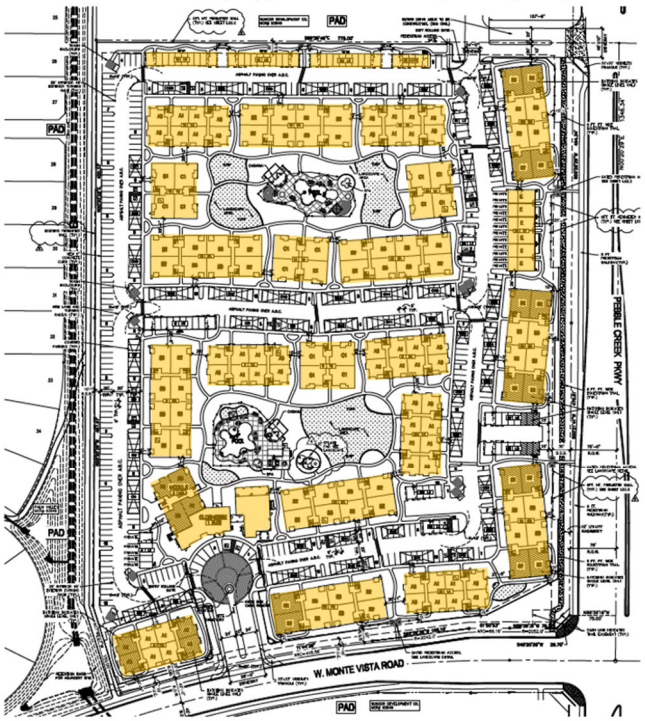
PAD Overlay Justifications.

As mentioned, Picerne is proposing a high-end residential community that will provide needed density for the City's employment and needed rooftops to support the City's commercial. Rather than develop at the edge of the City, we are developing on a site that has already been approved for multi-family and on a parcel that is in the heart of the City and near the City's new urban focus. We are only asking for a minor amount of relief under the PAD Overlay, which is appropriate given the surrounding buffers. This relief is important to be able to accomplish the project.

Site Plan

Picerne's proposal would stay within the general footprint of the previously approved (now expired) site plan, as can be seen in the comparison exhibit below (full size exhibit attached).

Previously Approved Site Plan (but expired)



Proposed Site Plan



(Note that the amenity area has not been fully programmed but will be as part of the first submittal).

The increase in density would be achieved by increasing the height from one and two stories to two and three stories. In requesting this increase in height, we recognize there is a single-family community west of the site. But the proposal incorporates substantial setbacks from those residential lots, for both two-story and three-story building components. It also adds a row of trees planted 20 feet on center along the western property line, which will combine with the +/- 50-foot-wide open space between the projects to form a lush landscape buffer. Additionally, windows on the three-story buildings have been carefully positioned to prevent westward views. All of this has been done to minimize the impact of the additional height.

For the proposed 383 units, the project will provide a total of 746 parking spaces for residents and guests, in compliance with the City's parking standards. This number includes covered and uncovered surface parking and garages. That is a ratio of 1.90 parking spaces per unit, which is above average across the Valley. For sake of comparison, note the City of Phoenix's parking standard is 1.5 spaces per multi-family unit.

The community will primarily be accessed through the main driveway located off Monte Vista Road along the southern portion of the property. Per a request from the community, this entrance will incorporate a deceleration lane to minimize the impact of the entrance on the current flow of traffic on Monte Vista Road. A secondary gated entry/exit drive is proposed near the northeast corner of the property that will provide access to PebbleCreek Parkway. After meetings and conversations with members of the communities to the west, we learned that community members were concerned that all traffic would be entering the project through the Monte Vista Road entrance. In response, Picerne added resident-only access to this secondary access point, in addition to general egress and full emergency access.

All service and maintenance related amenities such as trash and mail services will be screened from public view via enclosures, landscaping and/or building placement and will be evenly distributed throughout the site for safe and convenient access. Landscaping within the community will be designed to meet the standards set forth in the City's ordinances and will include building foundation plantings, open space plantings, and parking lot plantings.

As emphasized throughout this narrative, the proposed increase in density makes sense at this location. The site is right next to the I-10 Freeway, which will connect residents to the many employment opportunities along the I-10, Loop 101 and Loop 303 Freeways—employment the City and other Valley cities have worked very hard to secure. It is near the City's new downtown core, where density will be critical to supporting the best restaurants, retail and other commercial uses in that downtown area.

We understand the City is looking carefully at each multi-family project and is seeking to diversify its residential offering between single-family and multi-family. Yet, the demand for additional multi-family is and will continue to exist in Goodyear and will be strong in the shadow of the City's new downtown. Additionally, this proposal seeks to add needed density on a site that already has multi-family zoning rather than seeking to rezone a commercial parcel to multi-family.

We recognize that not all areas of the City should have high levels of density. But we would ask this question: if not here, where? This area has become the City's downtown, mixed-use area. This is where density is expected and needed for the downtown to reach its greatest potential. Some residents will want to live in the Downtown, on top of the action. Others will prefer to be in its shadow, in the second ring, so they are close enough to walk to the Downtown, shop, and dine, but far enough to reduce the sound, traffic, and activity. Such housing diversity will be critical for the City's Downtown to thrive.

Below is a Development Standards comparative table that illustrates the MF-24 Development Standards next to the proposed Picerne at Palm Valley PAD Overlay Development Standards. The bold print are the proposed deviations from the typical MF-24 standards.

Development Standard	MF-24	The Picerne at Palm Valley PAD Overlay
Maximum Density in Du/Ac	24	24
Minimum Lot Width	100 ft.	100 ft.
Minimum Lot Depth	N/A	N/A
Maximum Height (ft.)	40	40
Accessory Building (ft.)	12	12
Maximum Building Coverage	50%	50%
Minimum Setbacks		
Front (ft.) (South-Monte Vista)	30	30
Street Side (ft.)	30	30
Side except for Street Side (ft.)	20	20
Total Both Side (ft.)	40	40
Rear (ft.) (North)	30	**20 (c)**
Minimum Setback from single-family residential zoning		
Building Height 20 feet or less (ft.)	30	30 **(a)**
Building Height between 20 and 30 feet (ft.)	50	50 **(a) (b)**
Building Height greater than 30 feet (ft.)	50 feet + 5 feet for every foot over 30 feet **(a)**	50 feet + 5 feet for every foot over 30 feet **(a) (b)**
Recreational Open Space (sq. ft./d.u.)	400	**408**
Private Open Space (sq. ft./d.u.)	60	**52**

(a) As measured from a single-family residential lot property line.
(b) No three-story elements shall be located within 145 feet of a single-family residential lot property line along the western boundary of the property.
(c) No three-story elements shall be located within 40 feet of the northern boundary of the property.

Height to Achieve Density and On-site Buffering

The only practical way to achieve the additional density on this site is through an increase in height. In suburban environments, development stays low and stretches out for many miles. This creates heavy dependance on vehicles. To create a walkable environment, the City needs thousands of residential units within a walkable distance. The only way to do that is to go up instead of going out.

Of course, typical urban density would come in the form of buildings taller than the three-story buildings proposed here. For example, 200 feet of height is allowed under the City's approval for the GSQ Regional Center, where a traditional urban design is contemplated. And as development moves outwards, that height should become more compatible with adjacent single-family communities. That is why we believe three stories is the right fit on this site. Our project would act as a transition between the single-family to our west, the four-story project immediately to the east, and the even taller and denser multi-family that is allowed to develop in the GSQ Regional Center. We believe our proposed design balances the needs of the City, the landowner, and the adjacent community.

Height can sometimes be viewed as a negative when there are no buffers or height restrictions and when it is immediately adjacent to single-story residential. That is not the case here. The residential homes to the west have a significant built-in buffer that separates their homes from this Property. The buffer is 50 feet wide and was designed as a landscape buffer with a pedestrian pathway that runs north to south from Monte Vista Road to Virginia Avenue. In addition to that buffer, we are proposing a row of screen trees, window restrictions, setback restrictions, and stepback provisions in the PAD that provide further protection of views to the residential homes.

For example, the closest two-story building elements are located a minimum of +/- 113 feet from the residential lot property lines to the west. And the closest three-story building elements are located a minimum of +/- 145 feet from the residential lot property lines to the west. Furthermore, the first row of buildings along the west side of our community are either two stories in height or have a two-story component along the west side of the building. When consideration is given to the height restriction, buffer, setbacks, and stepback, there is sufficient transition that makes this increase density appropriate.

Setbacks

As referenced previously, design features are being implemented to provide compatibility to the existing surrounding developments. For example, two-story height limitations are being proposed along the majority of the north property line and all of the west property line to be more consistent with the adjacent developments. This is a significant concession but one that will ensure a proper transition between densities.

Along the north property line, the previously approved (but now expired) Site Plan showed two-story loft style buildings with a 20-foot building setback along the northern property line. Our proposal seeks to maintain the same two-story building height limitation and 20-foot setback. This setback also matches the 20-foot setback on the adjacent multi-family property, which creates consistency between the two communities.



There is one exception to the two-story building height limitation along the north property line. The building located at the northeast corner of the property is a three-story building. However, this building is located next to a driveway aisle, a retention basin, a parking area, and PebbleCreek Parkway. There is approximately 125 feet between our three-story building and the closest residential unit to the northwest.

As noted, the rear 20-foot setback matches the 20-foot setback of the community to the north. Note that this is a slight reduction in the MF-18 rear setback standard, from 30 feet to 20 feet. As a tradeoff for that slight reduction, the development will offer a publicly accessible multi-use trail along Monte Vista Road, complete with benches and shade trees. This will provide a public benefit and amenity that we believe effectively offsets the reduced setback. This trail will be available for use by the project's residents, but just as importantly, it will be open and accessible to all members of the public.

Moreover, as a general matter, a rear setback of 30 feet is typically only necessary when there are non-compatible uses or developments abutting each other. But that is not the case here. These two adjacent developments are multi-family communities that are compatible with one another. The 20-foot setback is a compatible transition and does not negatively impact the property to the north. This is especially true given the trees that are already in the backyards of the units to the north and the trees that this project will plant on the north property line—which

will combine together to form a visual privacy barrier between the projects. This tree buffer will be especially effective given the shallow depth of the backyards to the north.

To ensure additional compatibility between these two multi-family developments along the north, we are proposing a height limitation that states: “No three-story elements shall be located within 40 feet of the northern boundary of the property.” This restriction is being added to the Development Regulations table that is part of this zoning request. And as the site plan reveals, the nearest three-story building to any of the units to the north is 125 feet.

The previously approved (but now expired) Site Plan showed a 25-foot setback along the south property line, along Monte Vista Road. The current proposal increases the southern setback to 30 feet, in compliance with MF-18 standards. Thus, no deviation from the front (or southern) setback requirement of MF-18 is being sought in this request.

As for the western setback, the context in this location is important. There is a 50-foot-wide pedestrian pathway with mature trees and landscape that separates this project from the existing residential lots to the west. It is also wider in certain areas near Monte Vista Road.

Photos of adjacent 50-feet wide pedestrian pathway and buffer

Looking North on the path



Looking South from above



In addition to this built-in 50-foot buffer, we are also using height and setback restrictions for the buildings along the western property line. These will keep height sufficiently far from the residential property lines to the west to protect privacy and create a large buffer.

In addition to this built-in buffer, we are proposing a restriction that requires a row of non-deciduous trees to be planted along the western property line, twenty feet on center, to create a dense landscape screen. The Zoning Ordinance, Section 5-1-4 Landscape Design Objectives and Standards, suggests a minimum buffer width of ten feet shall be provided in multi-family zoning districts when adjacent to a single-family residential zoning district. The standard then states the buffer shall be planted with one non-deciduous tree per 30 feet of buffer length. We will greatly exceed these standards. Planting 1 tree every 30 linear feet would yield 36 trees along the Property's west property line. By planting 1 tree every 20 linear feet, we will be increasing this tree count by 17, which is an increase of 47% over the Ordinance. This increase in trees places trees closer together and will create a denser landscaping screen.

We are also prohibiting the nearest three-story building components from having regular windows that face due west. All such due-west-facing windows, on the nearest three-story buildings along the westside of the property, would be limited to clerestory windows.

In summary, we are proposing the following for the western edge of the project:

- No three-story building elements within 145 feet of a single-family-lot property line.
- Any building that is either partially or entirely within both 150 feet of the subject site's western property line and 90 feet of the subject site's southern property line shall be restricted to two stories.
- Any building that is either partially or entirely within 166 feet of the subject site's western property line shall contain exterior anti-glare window treatments on all second-story and third-story windows that face due west and are not recessed into a balcony area.
- Any building that is either partially or entirely within both 166 feet of the subject site's western property line and 262 feet of the subject site's southern property line shall contain exterior anti-glare window treatments on all second-story and third-story windows that face northwest and southwest and are not recessed into a balcony area.
- All due-west-facing, third-story windows within 200 feet of a single-family-lot property line will be limited to clerestory windows.
- A new perimeter wall shall be installed on the western perimeter of the subject property that shall start from the ending point of the existing perimeter wall and extend southward to a point that is at or within 30 feet from the subject site's southern property line.
- Installation of a row of non-deciduous trees along the western property line, planted 20 feet on center.

It's important to note that the proposed building placements and setbacks are similar to the previously approved (now expired) site plan. The two-story buildings are roughly in the same position as they were previously. And although we have added three-story buildings, by ensuring they are pushed back to +/- 145 feet from the nearest single-family lot line, restricting the due-west-facing windows to clerestory windows, and decreasing the spacing between trees on the western property line (thus creating a more dense visual buffer), we are heavily mitigating any impact of this additional height.

Additionally, note that the proposed two-story buildings are generally pushed further to the east than would two-story single-family homes under the same zoning the community to the west has. Below is an exhibit which shows the location of the two-story units and the approximate setbacks.



When consideration is given to all the above factors, we find that the proposed transition goes above and beyond. Neighbors are often concerned about views into their community. With the accommodations referenced above, we have sought to get out in front of this concern by making design accommodations that mitigate these concerns. Picerne has made reasonable

accommodations that place heavy limits on three-story windows facing due west and pushes the three-story buildings back behind significant setbacks, trees, and two-story buildings or building components.

Patio and Balcony Configuration and Size

The City's Zoning Ordinance requires 60 square feet of Private Outdoor Open Space (sq. ft./d.u.) and defines it as follows: "that portion of the unit devoted to outdoor recreational use by the individual resident(s) of the unit or lot. This area is provided in addition to the recreational open space. Private outdoor space shall be provided in the form of private yards, patios, or balconies. The minimum length and the minimum width of patios and balconies shall be six (6) feet." This request seeks allowance for a different shape for patios and balconies. Removing the strict 6-foot minimum and replacing it with a minimum area requirement allows for flexibility in creating varying patio and balconies shapes that create visual interest to the elevations. We are merely adjusting the depth and width to allow for a better balcony configuration. While the reduction from 60 square feet to a minimum 52 square feet for private patios and balconies may seem unusual, this project shifts the minor loss of private space to public space. The 8 square feet per dwelling unit is being shifted to the recreational open space requirements. This request increases the recreational open space requirement to 408 s.f./d.u. Additionally, this request codifies a minimum number and types of amenities. The tradeoff is that there is more common area and a minimum number and type of amenities for tenants and guests to enjoy over the entire community. There are a variety of patios/balconies sizes ranging from 5' x 9'-5" to 6' x 14' in area.

We find that based on actual resident usage, it is preferable to put more investment into the common area amenities than in stretching the balconies a few more feet. That is what is being done here. Sometimes having too big of a patio/balcony area only promotes tenants to store unsightly items outside. This minor adjustment does not limit harm the useability of the balcony area in any significant manner. The proposed sizes will still provide sufficient area for seating and enjoyment.

Perimeter Walls and Fences

Special design attention and details have been used on the placement of the residential buildings and walls/fences located near PebbleCreek Parkway and Monte Vista Road from a street and layout perspective. To maintain an attractive streetscape, the development of this Property shall comply with the following:

a. First floor units are encouraged to have patios with screen walls that face PebbleCreek Parkway and Monte Vista Road.
b. Any perimeter wall or fencing constructed along the street boundaries of the Property shall be either a view fence or a combination view wall and view fence that consists of a minimum of two (2) feet of view fencing on top of a maximum of four (4) feet of Concrete Masonry Unit (CMU) or block that is equivalent in screening, except that such requirements for view fencing will not apply where block walls are used to screen trash enclosures, parking, utilities, and mechanical equipment.

c. Ground floor projections that include patios (covered or uncovered) surrounded by walls that are four (4) feet or less in height and include pedestrian gates and paths allowing pedestrian access directly to the adjacent public sidewalk, shall be permitted to encroach into the front and street side setbacks by up to 5 feet.
d. A view fence or a combination view wall and view fence may encroach into the PebbleCreek Parkway and Monte Vista Road Landscape Setbacks by up to 5 feet.

The above perimeter fence criteria will help create and maintain a positive visual streetscape through design. In exchange for the slight encroachment allowance for fence/walls along Monte Vista Road and PebbleCreek Parkway, this proposal will offer pedestrian access including pedestrian gates and paths allowing pedestrian access directly to the adjacent public sidewalks. This proposal also offers a minimum of two (2) pedestrian bench/seating areas, with adjacent shade tree, adjacent to the public sidewalk or trail on PebbleCreek Parkway and Monte Vista Road for a total of four so the public can enjoy the benches/seating areas while transversing Monte Vista Road and PebbleCreek Parkway.

Connectivity

An important element of this project is our connectivity from the inside to the outside. The site plan is designed to provide convenient pedestrian access points from the project to the existing public sidewalk or the new proposed trail/path on PebbleCreek Parkway and Monte Vista Road for its residents/guests to connect to and enjoy. As part of this request, the developer proposes to install a separate 8-foot-wide unpaved compacted decomposed granite (DG) trail/path along both PebbleCreek Parkway and Monte Vista Road for its residents and the general public to enjoy. The site plan will provide strategically located pedestrian connections to public sidewalks and the proposed perimeter trail/path to allow for a more walkable community. The developer will also include seating areas with shade trees along this trail/path to allow pedestrian resting spots. Internally, convenient access for pedestrians to walk from buildings to the central amenity area will be provided. These pedestrian connections through parking lots and drive aisles will be clearly marked with enhanced decorative paving such as pavers, colored concrete, or other approved material.

Amenities

The project will provide both private open space and common open space. The private space consists of balconies or patios for every unit. Common amenities are evenly distributed throughout the community and are designed to include pedestrian friendly, active, and passive open spaces. Each of the primary open spaces are interconnected via walkways for pedestrian circulation. Some additional amenities are described below.

- Minimum 10,000 square foot clubhouse/leasing office (may be located in separate buildings)
- Fitness center (may be located in clubhouse)
- Cabana
- Internally located shaded ramada with seating areas

- Pool at least 1,900 square feet in size
- Dog park
- Shaded Tot-lot
- Outdoor barbeque area
- Outdoor kitchen
- Unprogrammed open turf area (artificial or live turf)
- Outdoor game courtyard

Other amenities may be substituted for those listed above, as administratively approved by the Planning Division.

Proposed Upgrade to Existing Multi-family Site

Picerne is seeking to upgrade the housing product originally planned for this site to its "Level 25" product. We are attaching to this narrative photos of this new product type, as it has been built in other locations by Picerne. We are also including smaller versions of some of those photos in the following pages.

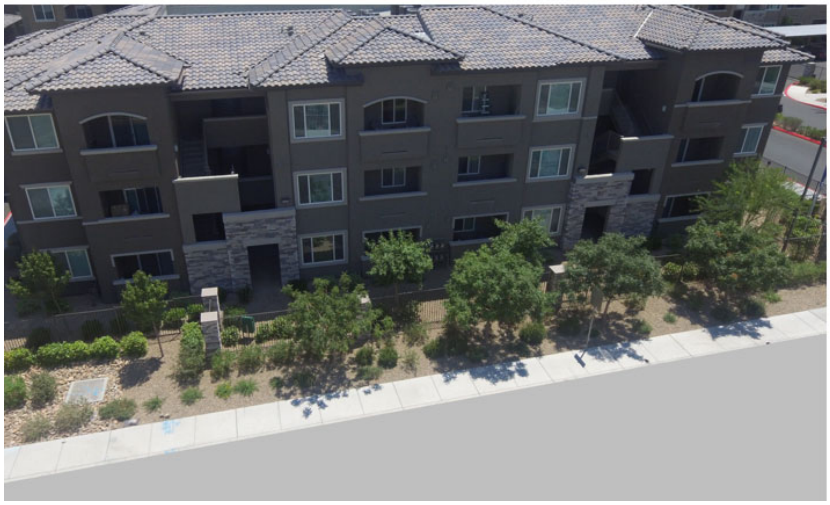
To be clear, what Picerne originally had proposed for this site (and approved through the site planning process) would have been a quality development. Indeed, Picerne has developed that same product on another site at the northwest corner of PebbleCreek Parkway and Indian School Road (known as The Paseo at PebbleCreek), and that community continues to be a residential community that Picerne 100% stands behind. But what Picerne is proposing for this site would be a product type that is on an elevated tier. The exterior architecture, interior finishes, and community amenities are all being proposed at the high-end, luxury level. The design is sophisticated and modern, the amenity and clubhouse areas are resort quality, and the interior unit finishes are unique and welcoming.

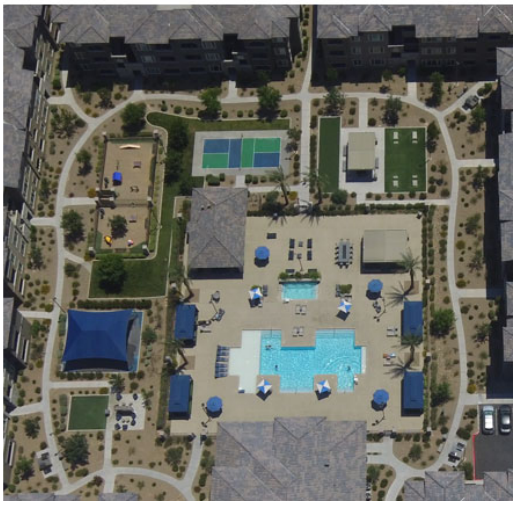
It's important to note that Picerne is a long-term holder of their properties. As such, pride in ownership is very important to them. Picerne has a true commitment to their renters, properties, and their communities. Picerne recognizes how important it is to develop more than just buildings to house people. As such, they pride themselves in building *communities*. The pictures on the following pages are representative examples of the Level 25 product being proposed.















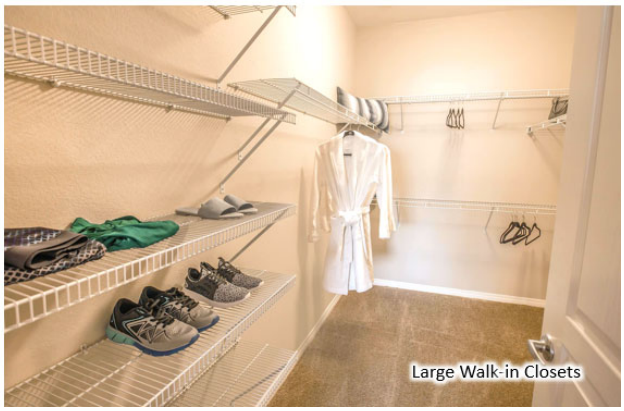





Inviting Open Kitchen

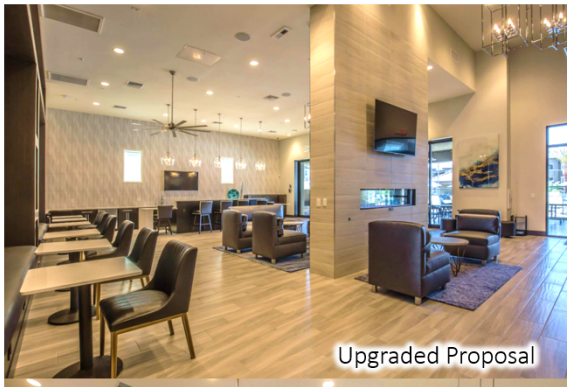

In-home Washer/Dryer


Unique Interior Architecture


Large Walk-in Closets

The following images compare the previously proposed product, which obtained site plan approval, and representative examples of the upgrade product.













As these representative photos demonstrate, this will be a high-end project. We believe that as such, it will attract higher income earners with disposable income to spend in the existing and future commercial developments in the area.

The area has changed in many ways since this Property was rezoned in 2005. The City has invested heavily in its new Civic Square and has approved a mixed-use development at Estrella Falls, known as GSQ Regional Center. The City has approved multi-family uses in the area, but many more units are needed to attract and retain top commercial users. Downtown Phoenix is a prime example of how an area can have robust housing density and still not have enough traffic to support great commercial users. The best insurance the City can have against the risk of failing to attract good users and failing to retain the ones that come, is well-placed housing density.

Thousands of units are needed if the City is going to create the type of walkable and urban environment it seeks in this area. It won't be enough to have *some* density, the City needs an ample supply of people within walking distance to make this area thrive. Developing restaurants and retail is the first challenge, providing enough density to attract and retain top tenants is the real test. Our proposal will be an important element to achieving this success.

DEVELOPMENT STANDARDS

See The Picerne at Palm Valley Development Regulations document.

CONCLUSION

This proposal would bring a high-end development to this underutilized site, while maintaining buffers on the west and north sides of the project. It would provide the type of residential density that is needed to help create an environment where private investment will thrive within the GSQ and Estrella Falls areas.

The proposed modifications under the proposed PAD are minor and promote the development of a premier community that features first-rate amenities, private open space, and sophisticated design.

The proposed request will positively impact the City's economic vitality and livability of the area. We believe this rezoning is consistent with the overall intent and goals of the City of Goodyear General Plan.

AGENDA ITEM #: .
DATE: August 13, 2025
CAR #:
CASE #: P22-20000006

Planning & Zoning Commission ACTION REPORT

SUBJECT: REZONE APPROXIMATELY 17.55 ACRES FROM PAD TO PAD WITH UNDERLYING MF-24 WITH A PAD OVERLAY FOR PICERNE AT PALM VALLEY

STAFF PRESENTER(S): Ann Dolmage, Principal Planner

OTHER PRESENTER(S):

Taylor Earl, Earl & Curley, P.C.

SUMMARY:

This is a Public Hearing to request a rezone of approximately 17.55 acres located at the northwest corner of PebbleCreek Parkway and Monte Vista Road, within the Palm Valley Phase VIII Planned Area Development (PAD), from PAD to PAD with an underlying zoning of Multi-Family (MF-24) with a PAD Overlay.

RECOMMENDATION:

1. Conduct a public hearing to consider a rezone of approximately 17.55 acres generally located at the northwest corner of PebbleCreek Parkway and Monte Vista Road from Planned Area Development (PAD) to the Planned Area Development (PAD) Zoning District, with an underlying zoning district of Multi-Family (MF-24) with PAD Overlay.
2. Recommend approval of the request to rezone approximately 17.55 acres generally located at the northwest corner of PebbleCreek Parkway and Monte Vista Road from Planned Area Development (PAD) to the Planned Area Development (PAD) Zoning District, with an underlying zoning district of Multi-Family (MF-24) with PAD Overlay, as set forth in the draft of Ordinance No. 2025-XXXX. (Ann Dolmage, Principal Planner).

FISCAL IMPACT:

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax, and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues, and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS:

The Property is located within the Palm Valley Phase VIII PAD (Attachment B). The PAD zoning for Palm Valley Phase VIII was approved on May 9, 2005. Pursuant to the PAD, the zoning district of High Density Residential MF 1-18 (UR/H) is the city equivalent of Multi-Family (MF-18) and is the applicable zoning to the Property. At 17.55 acres, the Property can accommodate up to 315 units under the current zoning.

A Site Plan for a 300-unit multi-family development was approved for the Property on December 27, 2007, under Case No. 07-600-00040. The project was never constructed, and the Site Plan has since expired.

The General Plan Land Use Plan designates the subject property as Neighborhoods. This designation provides for a range of housing densities and products up to 18 units per acre. The rezone request would change the zoning of the site to PAD with an underlying zoning of MF-24 with a PAD Overlay. PAD is a permitted use within the Neighborhoods land use designation; however, MF-24 is compatible with the Neighborhoods designation in only certain locations and with a General Plan overlay. However, per the General Plan a change in land use categories does not require an amendment to the General Plan if the property is 19.9 acres or smaller. The Property in this request is 17.55 acres in size; therefore, no General Plan Amendment is necessary prior to rezoning to allow MF-24 development.

STAFF ANALYSIS

Current Policy:

A rezoning request requires public review and approval by the Planning and Zoning Commission and the City Council. The proposed amendment must be in conformance with the General Plan and should not adversely impact the surrounding area as outlined in the Zoning Ordinance.

Details of the Request:

The request is to remove the subject property from the Palm Valley VIII PAD and rezone it to PAD with an underlying zoning of Multi-Family (MF-24) with a PAD Overlay, to permit a multi-family development of up to 24 units per acre (Attachment C). The rezone, if approved, would apply the city's MF-24 regulations with a PAD Overlay to modify existing MF-24 standards and establish additional standards. A full list of proposed development standards is contained in the attached regulatory document.

A site plan has been provided with the rezone application; however, this site plan is conceptual and will not be approved with this rezoning action. The site plan proposes to construct 383 units on the property, which will result in an actual density of 21.8 units per acre. The applicant must obtain approval of a Site Plan application prior to construction on the site. If the rezoning is approved and if a modified Site Plan is submitted, it shall remain in conformance with all stipulations found within the Zoning Ordinance as well as the MF-24 and PAD Overlay regulations.

Evaluation Criteria:

1. *Consistency with the General Plan.*
As mentioned in the Background and Previous Actions section, the General Plan designates this area as Neighborhoods.

Per Neighborhoods Development Standard 24 of the General Plan, higher-density residential uses may be considered within an overlay along arterial roads, interstate corridors, transit corridors, adjacent to employment or commercial areas, adjacent to regional or community parks or open space areas or to provide transition between residential and non-residential uses. The General Plan includes two overlay types that allow high-density residential within the underlying land use designation, even when the underlying designation does not normally allow it. These overlays are the Village Center Overlay that denotes areas serving as a center and destination for neighborhoods and the Mobility Corridor Overlay which denotes focal points within the transportation network that integrate different modes of

transportation to maximize first-mile and last-mile connectivity in support of mixed-use development. However, the applicant submitted their rezone application before the 2035 General Plan was adopted, and the overlay requirement in this standard was not included in the 2025 General Plan. The closest Village Center Overlay to the proposed MF-24 development within the Property (the “Project Site”) is centered over the intersection of McDowell Road and PebbleCreek Parkway but does not encompass the Project Site. The closest Mobility Corridor Overlay to the Project site extends along McDowell Road between the eastern boundary of the City and Loop 303, but this overlay does not include the Project Site. Under the current General Plan, the Project Site is less than 20 acres; therefore, no General Plan Amendment is needed to locate a use that is not normally compatible with the Neighborhoods designation on the site.

Per Neighborhoods Development Standard 26, high density residential developments shall not be located directly adjacent to single family residential developments with densities under five dwelling units per acre unless a buffer is between these uses or unless high density residential development is providing significant active open space buffers, reduces scale of buildings, or introduces architecture that would blend in with the surrounding neighborhood. The Project Site is bordered on the west by the Portales single-family residential neighborhood. The Palm Valley Phase VIII PAD designates the Portales neighborhood as R1-10, meaning that the minimum lot size here is 10,000 square feet, and the density is under five dwelling units per acre. An open space tract within the Portales subdivision separates the single-family residential properties from the western boundary of the Project Site; this tract was intentionally zoned and developed to buffer single-family development from future multi-family and commercial development. Additionally, the rezone request requires additional standards within the PAD Overlay regulatory document to reduce the impact on the neighboring single-family residential neighborhood.

Per Neighborhoods Development Standard 27, High density residential projects are most appropriate: Within a 10-minute walk of a transit stop and/or of a regional or community park or other significant open space feature or major trail system; Within a mixed-use development; Adjacent to existing or planned commercial areas; Near transportation corridors or; In areas that provide transition between lower density residential uses and non-residential uses. The site is located within a ½-mile walk of a bus stop on the north side of McDowell Road and a second bus stop is located on the south side of McDowell Road, though this stop is slightly more than a ½-mile walk from the Project site. The Project site is also within a ½-mile walk of Bullard Wash Park, which is identified in the city’s Parks and Recreation Master Plan. The Project site has frontage on PebbleCreek Parkway, which is identified as a Scenic Arterial in the 2035 General Plan. Finally, multiple commercial areas are located within a short walk of the Project, including The Market at Estrella Falls, PebbleCreek Plaza Shops and Cobblestone Creek.

2. *Suitability of the subject property’s physical and natural features for the uses permitted under the proposed zoning district.*
The subject property is currently a vacant lot. The property’s physical and natural features are suitable for the proposed rezone and multi-family use as the property will be required to be graded and developed in accordance with all applicable engineering design guidelines and standards.

3. *Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.*
Uses and development surrounding the subject property include:

· North – Village at Harvard Crossing, a bungalow-style multi-family development. Zoning is Villages at PebbleCreek PAD (similar to MF-12).
· South – Portales Park (a 16-acre neighborhood park), the easternmost homes in the Covina single-family residential neighborhood, and a commercial development (Cobblestone Creek). Zoning is Palm Valley Phase VIII PAD.
· East – PebbleCreek Parkway, commercial development (PebbleCreek Plaza Shops), and multi-family development (District at Civic Square and Evolution at Estrella Falls). Zoning is C-2 (General

Commercial), MF-24 with a District at Civic Square PAD Overlay, and Goodyear Planned Regional Center PAD.
· West – Portales single-family residential neighborhood. Zoning is Palm Valley Phase VIII PAD.

The proposed zoning for the Project site is PAD with an underlying zoning of MF-24. This proposed zoning is compatible with the development in the surrounding area. An existing single-story multi-family development is located to the north, and single-family residential neighborhoods are located to the west and southwest with open space separation exists between the Project Site and the single-family properties to the west. Two multi-family developments are located across PebbleCreek Parkway, one contains buildings up to four stories tall and has a density of 37.5 units per acre, while another has a density of 19.3 units per acre. Finally the Project Site is in close proximity to an arterial road, public transit stops, a major public park, and multiple commercial areas.

4. *Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under proposed zoning district would be better suited to the subject property than the uses allowed under current zoning* .
The proposed zoning district and current zoning district both allow multi-family development on the site. The site is suited for high-density development as it is located on an arterial roadway, is near a public transit stop, and has public open space and commercial uses within a ½-mile walk. Additionally, it is located across the street from two multi-family developments that both have densities over 18 units per acre and is immediately adjacent to the Village Center Overlay.

Single-family residential neighborhoods are located to the west and southwest of the Project Site. The PAD Overlay has several development standards to minimize impacts to these uses.

The Project site is located within the vicinity of Luke Air Force Base, a military airport. Notice was provided to Luke and they have indicated that their base operations will not be adversely impacted by the proposed multi-family development.

The Project site is also located within the Phoenix-Goodyear Traffic Pattern Airspace, but given the location of the property, airport operations will not be adversely impacted.

5. *Demand for the types of uses permitted in the proposed zoning district in relation to amount of land currently zoned and available to accommodate the demand.*
Per the 2035 General Plan, data from the Maricopa Association of Governments indicates that the population of Goodyear increased by 46% between 2010 and 2020 and is expected to reach 240,000 people by 2055. The General Plan estimates that 56,462 units are needed by 2055 to accommodate this growth. Furthermore, per the U.S. Census Bureau approximately ten percent (10%) of the city's occupied housing units are located within multi-family developments of two or more units, while approximately eighty-nine percent (89%) are detached or attached single-family homes. The overall growth of the city requires that housing stock keep pace to prevent overcrowding and to maintain affordability. Additionally, the construction of additional multi-family units provides housing options for residents for whom a single-family home is not a feasible or desirable option.

6. *Demands for public services that will be generated by the uses permitted in the proposed zoning district.*
Below is a summary of impacts to public services.

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

#185	2.52	1.26	#181	5.54	2.77

Police Response:
The subdivision is located within an existing Police patrol beat and the current level of service within the beat can accommodate the development of the property.

School Districts:
The subject property is located within the Litchfield Elementary School District and the Agua Fria Union High School District. The application was sent to both school districts for comment. Agua Fria Union High School District responded that they are supportive of growth in Goodyear but requested that development impact fees be imposed on all units with more than one bedroom, to help offset the financial impact of the Project to their district. Goodyear does not collect impact fees to benefit schools, so the applicant was advised to work with Agua Fria School District on an agreement for compensation. As of the date this report was written, the agreement has not been finalized.

Streets/Transportation:
Although the conceptual site plan will not be approved with the Rezone, access is expected to be provided from both PebbleCreek Parkway and Monte Vista Road. The access from PebbleCreek Parkway will be located at the northeast corner of the Project site, via an existing signalized driveway that will be shared with The Village at Harvard Crossing. The Project will install a gate on its own side of the driveway, and access here will include ingress and egress for residents and emergency vehicles, and egress (no ingress) for delivery services and guests. A second access point on Monte Vista Road will provide full-service ingress and egress to guests, residents, and emergency vehicles. Two gates will be provided to restrict access from the Monte Vista Road entrance to the interior areas of the complex. Although these gates will each be set back over 100 feet from the front property line, and though the traffic study prepared for the project did not determine that a deceleration lane on Monte Vista would be necessary, the Project is proposing a deceleration lane to address neighbor concerns about incoming vehicles stacking into the public street.

Water/Wastewater:
The subject property is located within the Liberty Utilities water and wastewater service area.

Solid Waste/Recycling:
Solid waste and recycling services for the property will be contracted through a commercial provider.

7. *Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.*
The subject property is in proximity to where existing public services are provided.

8. *General public's concerns.*
Pursuant to the Citizen Review process, a neighborhood meeting was held on February 28, 2024; a postcard notification was sent to property owners within five hundred (500) feet of the Property on February 2, 2024, and two signs were posted on the Property on February 12, 2024. Approximately 29 members of the public attended the meeting. Topics discussed during the meeting included the appropriateness of the proposed density and building heights, impacts to traffic, sufficiency of on-site parking and ingress/egress design, sufficiency of landscaping, provision of amenities, timing of city approvals and construction, and pricing of units.

Staff received three emails in late 2023 and early 2024 in response to the project proposal. All three emails were in opposition to the project. Issues cited included impacts to neighborhood aesthetics, property values, and traffic.

Many of the development standards proposed for this site have been designed as a response to

neighbor concerns expressed in these emails to city staff, concerns expressed during the neighborhood meeting, and conversations between residents and the project applicant. Such standards include restrictions on three-story development within specified distances of the west and north property lines, provisions for anti-glare treatments on windows facing toward single-family development, provisions for enhanced landscaping along the western boundary of the Project site, and the inclusion of a deceleration lane at the project entrance on Monte Vista Road.

Notice for this public hearing before the Planning and Zoning Commission included a postcard mailed to the 86 owners of property within 500 feet of the subject property on July 18, 2025, and a legal notice and display ad published in the Arizona Republic on July 25, 2025. Additionally, the two signs posted on the property on February 12, 2024, were updated to include the public hearing information on July 28, 2025, and a summary of the request was posted on the Development Services Department webpage.

9. *Whether the amendment promotes orderly growth and development.*
The subject property is located adjacent to existing infrastructure and developed areas. The amendment will allow development of the subject property and promotes the orderly growth and development of the City.

10. *Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public.*
The development of the proposed multi-family project will be required to adhere to all applicable design, building, and engineering standards of the City of Goodyear. Adherence to these standards will be evaluated during the site plan, civil engineering, and building plan review processes.

Attachments

Attachments A-C

It's a Great time to be in Goodyear.

PICERNE AT PALM VALLEY
REZONE



PICERNE AT PALM VALLEY
REZONE

- 17.55 acres
- Palm Valley Phase VIII PAD
- MF-18 uses permitted (315 units max)



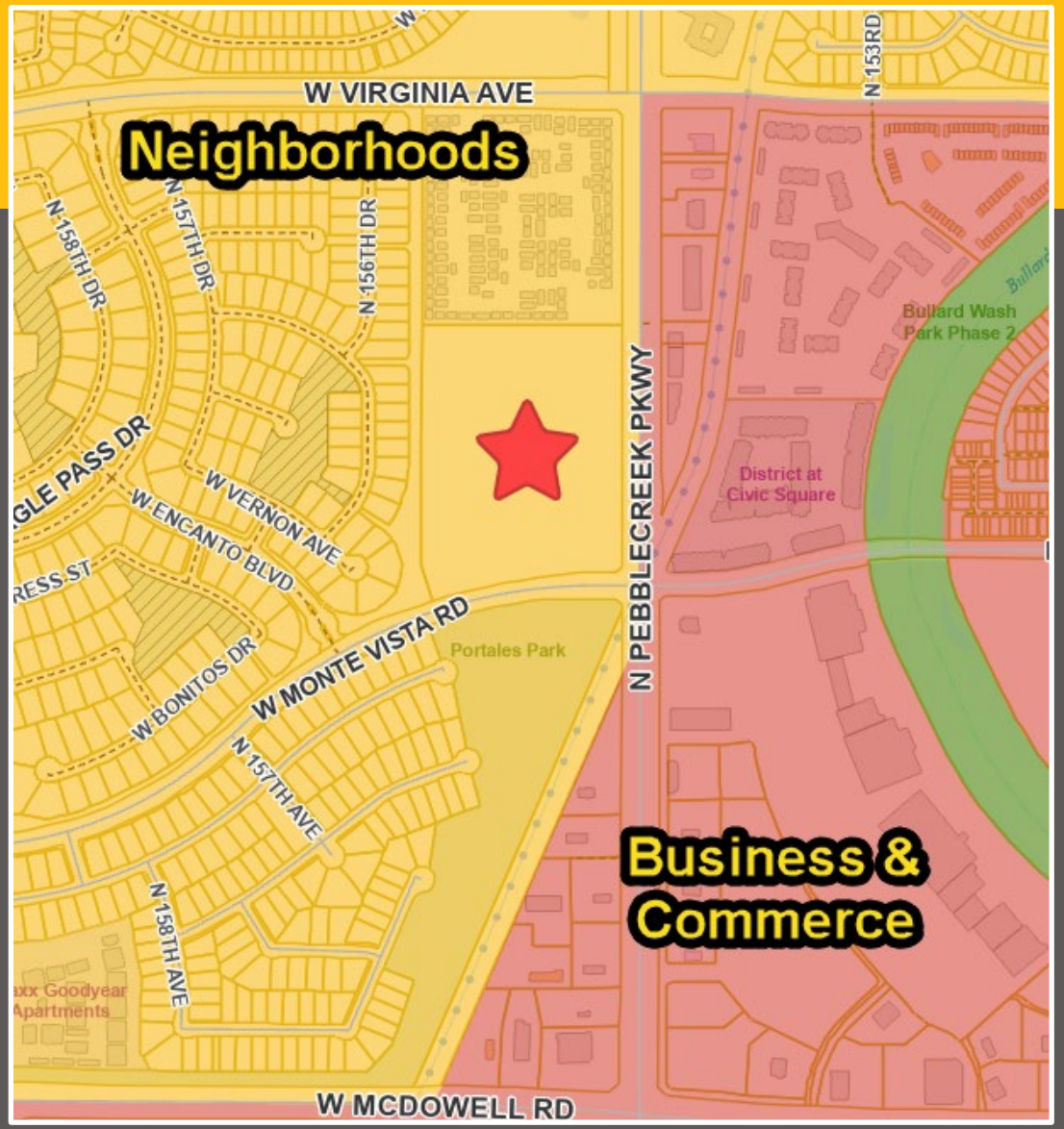
PICERNE AT PALM VALLEY
REZONE

- Rezone to PAD with underlying MF-24 with PAD Overlay
- Overlay will modify some MF-24 standards; establish additional standards
- 383-unit multi-family development (21.8 units per acre)

It's a Great time to be in Goodyear.

PICERNE AT PALM VALLEY
REZONE

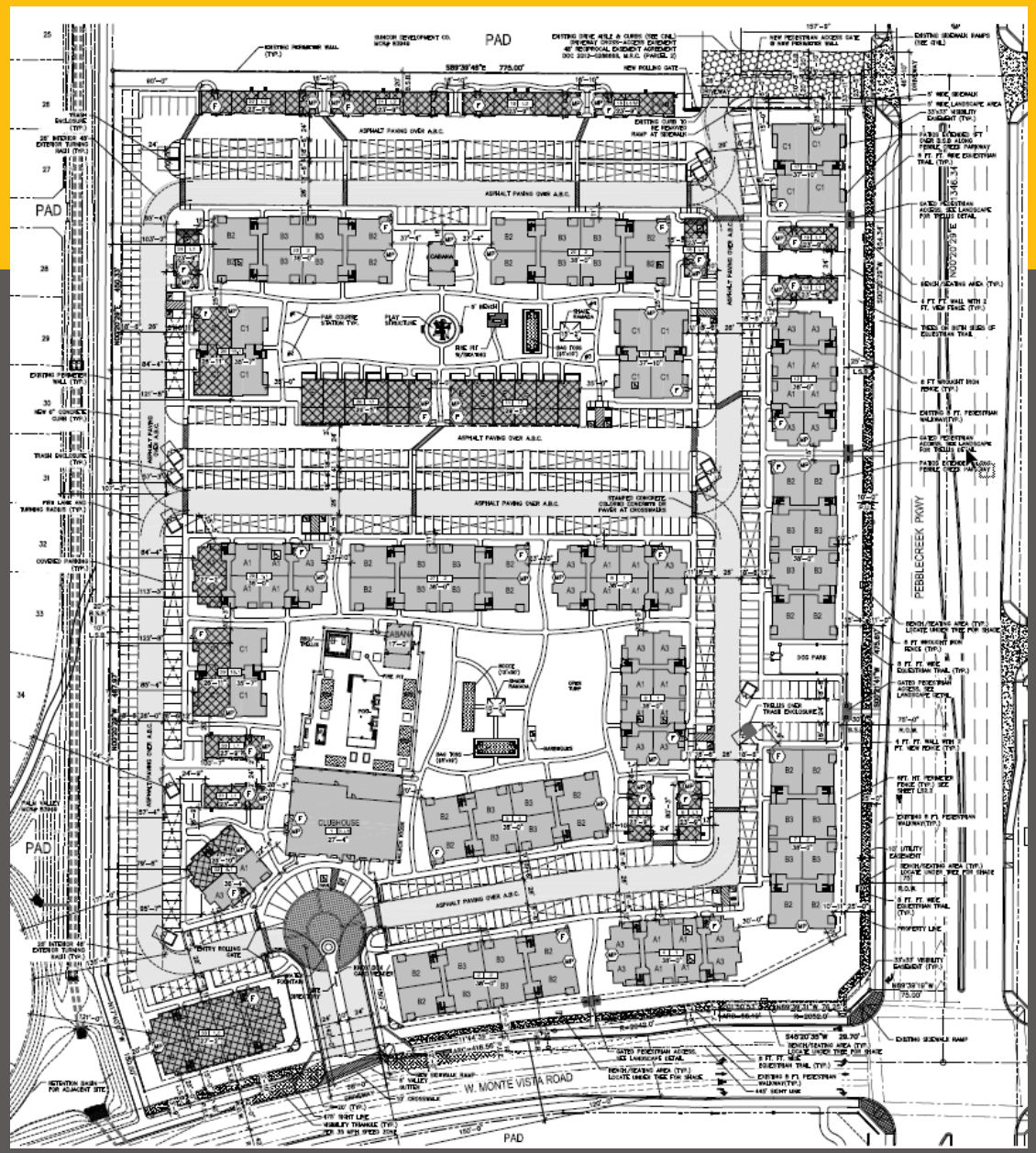
- General Plan land use designation is Neighborhoods
- Compatible with densities up to 18 units/acre, or higher in certain overlays
- Site is under 20 acres, so General Plan Amendment not required



It's a Great time to be in Goodyear.

PICERNE AT PALM VALLEY
REZONE

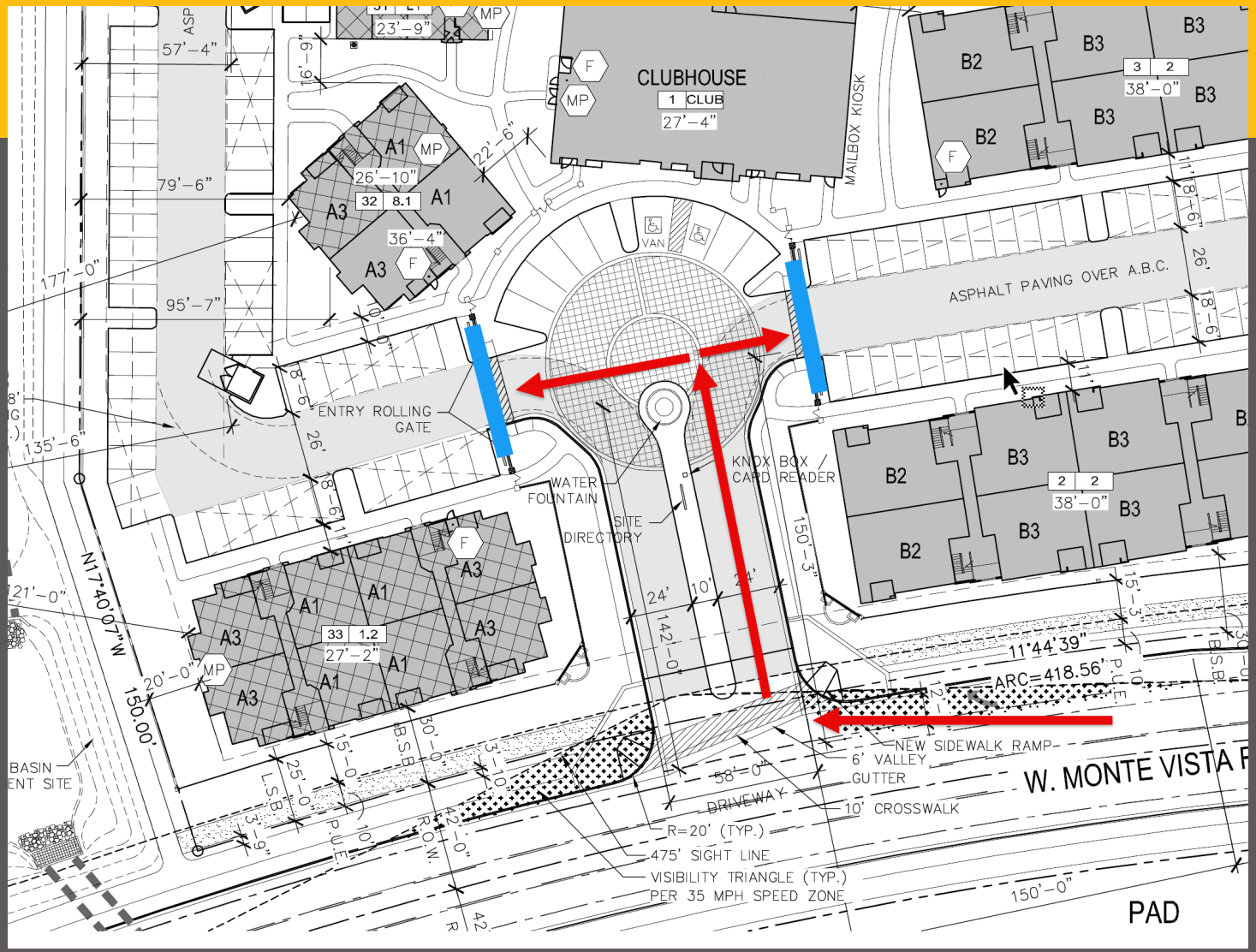
- Conceptual site plan for 383 units (21.8 units/acre)
- 746 parking spaces (733 required)
- Ingress & egress from both frontages



PICERNE AT PALM VALLEY
REZONE

Monte Vista entry

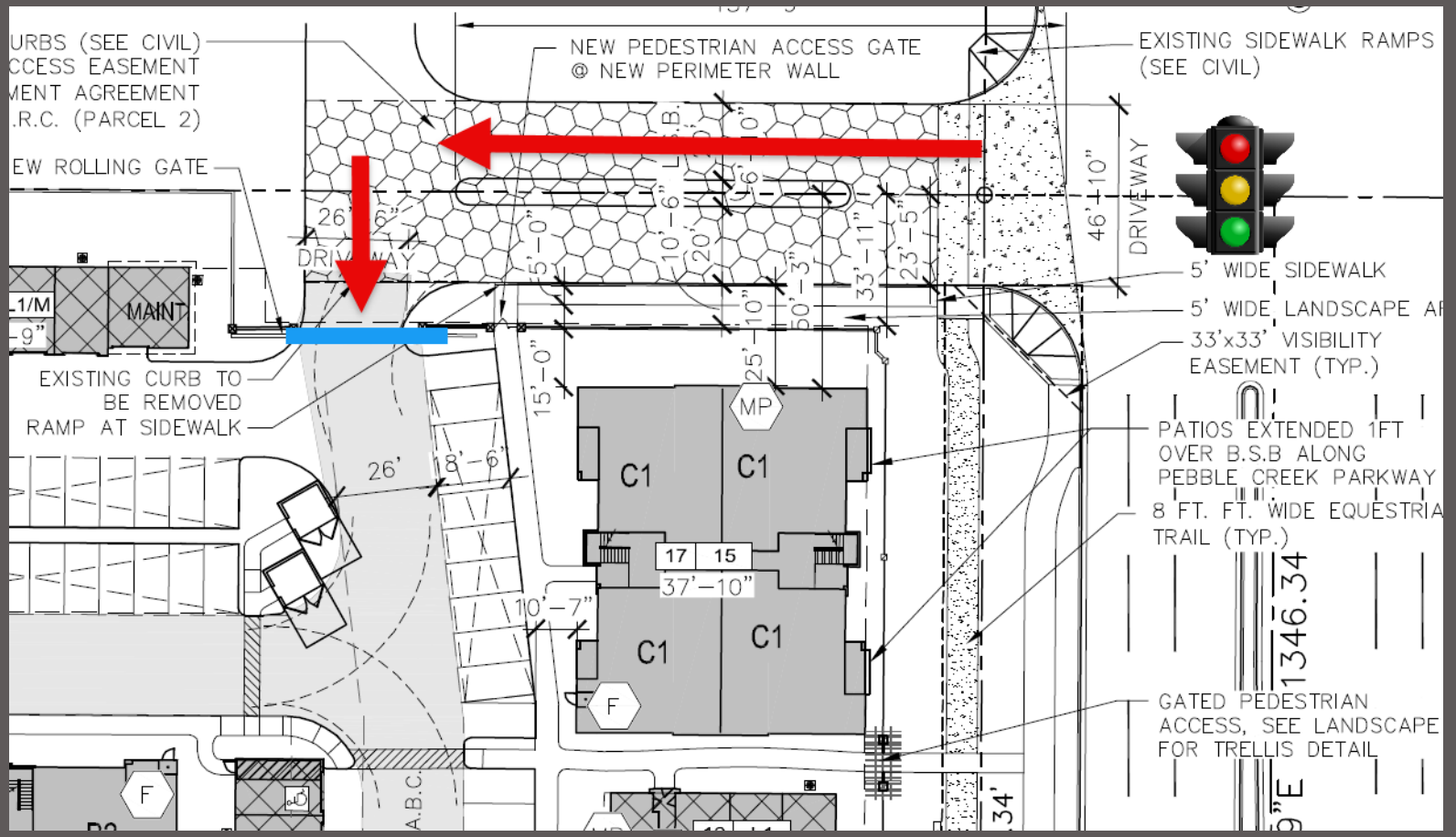
- Main ingress & egress for development
- Deceleration lane



PICERNE AT PALM VALLEY
REZONE

PebbleCreek entry

- Ingress for residents & emergencies
- Egress for all
- Signalized



PICERNE AT PALM VALLEY
REZONE

Setbacks and Building Heights

- Reduced north (rear) building setback
- Restrictions on building heights near north and west property lines
- Restriction on building height in southwest corner of site



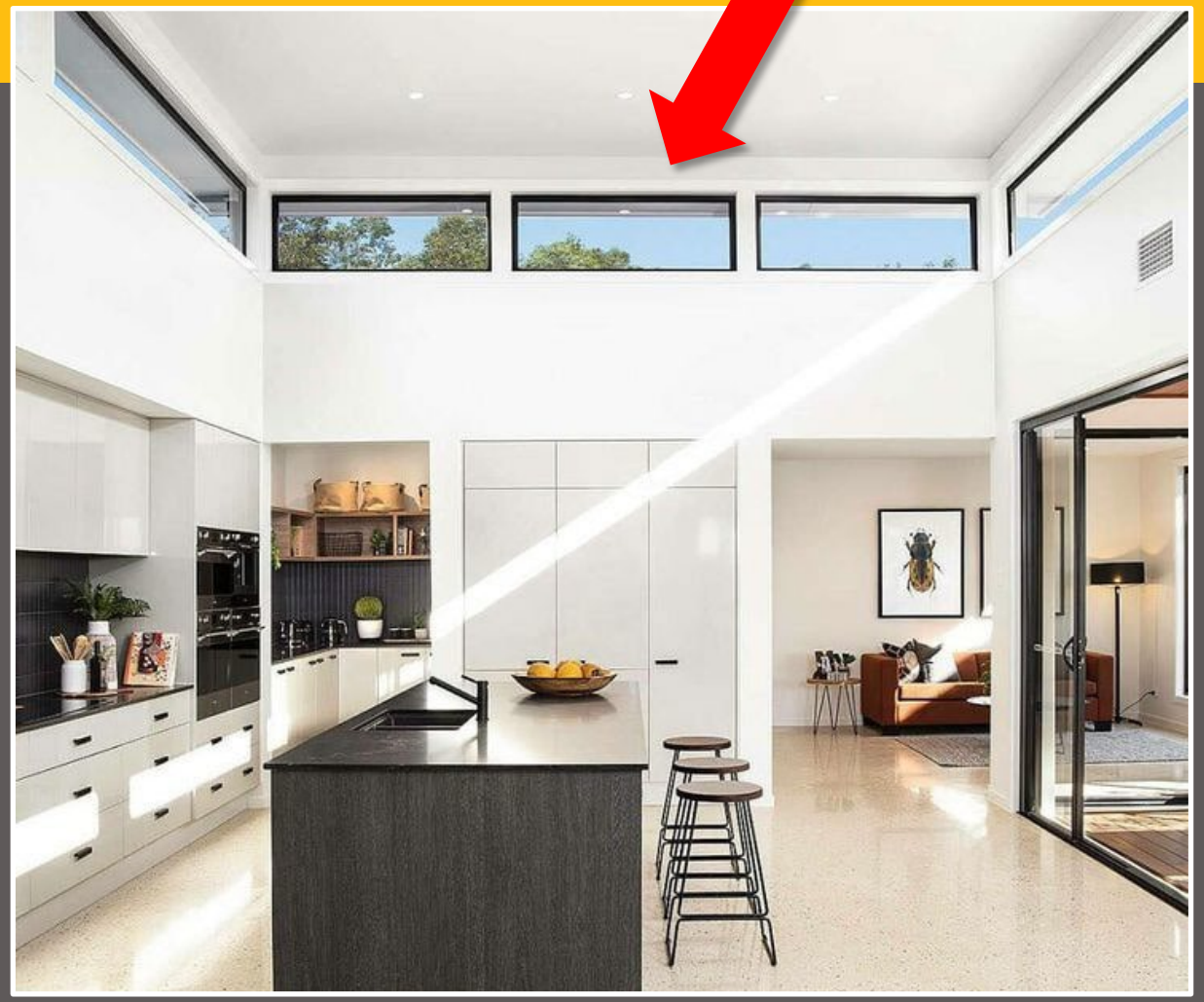
PICERNE AT PALM VALLEY
REZONE

Landscaping and Open Space

- Landscape buffer along west property line
- Reduced private open space; increased shared open space
- Programmed amenities & public trail



PICERNE AT PALM VALLEY
REZONE



Window Standards

- Anti-glare treatments in certain circumstances
- Clerestory windows in certain circumstances

PICERNE AT PALM VALLEY
REZONE

Public Participation

- Neighborhood Meeting - February 28, 2024
- School district notification
- Postcards, site signage, legal advertisement, and website posting, per legal requirements

PICERNE AT PALM VALLEY
REZONE

Recommendation:

Approval of the requested rezone from Planned Area Development (PAD), to PAD with underlying MF-24 and a PAD Overlay, subject to stipulations

ITEM #: 19.
DATE: 08/25/2025
AI #:2830

CITY COUNCIL ACTION REPORT

SUBJECT: USE PERMIT FOR A CONVENIENCE USE (CONVENIENCE STORE WITH A GAS STATION) ON A 1.29-ACRE PROPERTY ZONED C-2 (GENERAL COMMERCIAL)

STAFF PRESENTER(S): Kyle Abbott, Senior Planner

OTHER PRESENTER(S):

Jeffrey Koski, Archicon Architecture & Interiors, L.C.

SUMMARY

This is a public hearing to request a use permit on approximately 1.29 acres located at the southeast corner of PebbleCreek Parkway and W. Virginia Avenue to allow a convenience use (convenience store with a gas station) land uses on certain areas of the property, which is in conformance with the city's General Plan.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Use Permit request for a Convenience Use (Convenience Store with a Gas Station) proposed on an approximately 1.29-acre property zoned C-2 General Commercial located at the southeast corner of W. Virginia Avenue and N. PebbleCreek Parkway (the “Property”) subject to stipulations. (Kyle Abbott, Senior Planner)

STIPULATIONS

The approval of the Use Permit is subject to the Conditions of Approval (Attachment F).

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax, and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

On August 13, 2025, the Planning and Zoning (P&Z) Commission held a public hearing for this Convenience Use (Convenience Store with a Gas Station) Use Permit request. After the staff presentation, one resident spoke in support of the project but raised concerns unrelated to this proposal regarding a development located southwest of the area. At the conclusion of the public hearing, the P&Z Commission voted 6-0 to recommend approval, subject to the proposed stipulations in the Conditionsl of Approval (Attachment F).

A public hearing notice for the Council Meeting was published in the Arizona Republic West Valley Edition on July 25, 2025, at least 15 days prior to the meeting. Additionally, on June 22, 2025, postcards were mailed to 20 adjoining owners, located within five hundred (500) feet of the Property. Further, on June 6, 2025, signs were posted/updated on the site.

Additional details regarding the previous actions are provided in the Planning and Zoning Commission Staff Report (Attachment H).

STAFF ANALYSIS

Details related to this Use Permit request, including an aerial exhibit, site plans, elevations, and applicant narrative are included as attachments to this report (Attachments A through E).

Staff reviewed the request to ensure it meets the evaluation criteria for this Use Permit (Attachment G).

Staff recommends that Council approve the Use Permit, consistent with the P&Z Commission's approval recommendation.

Attachments

Attachment A - Aerial Exhibit

Attachment B - Conceptual Site Plan

Attachment C - Conceptual Landscape Plan

Attachment D - Conceptual Building Elevations

Attachment E - Applicant Narrative

Attachment F - Conditions of Approval

Attachment G - Evaluation Criteria

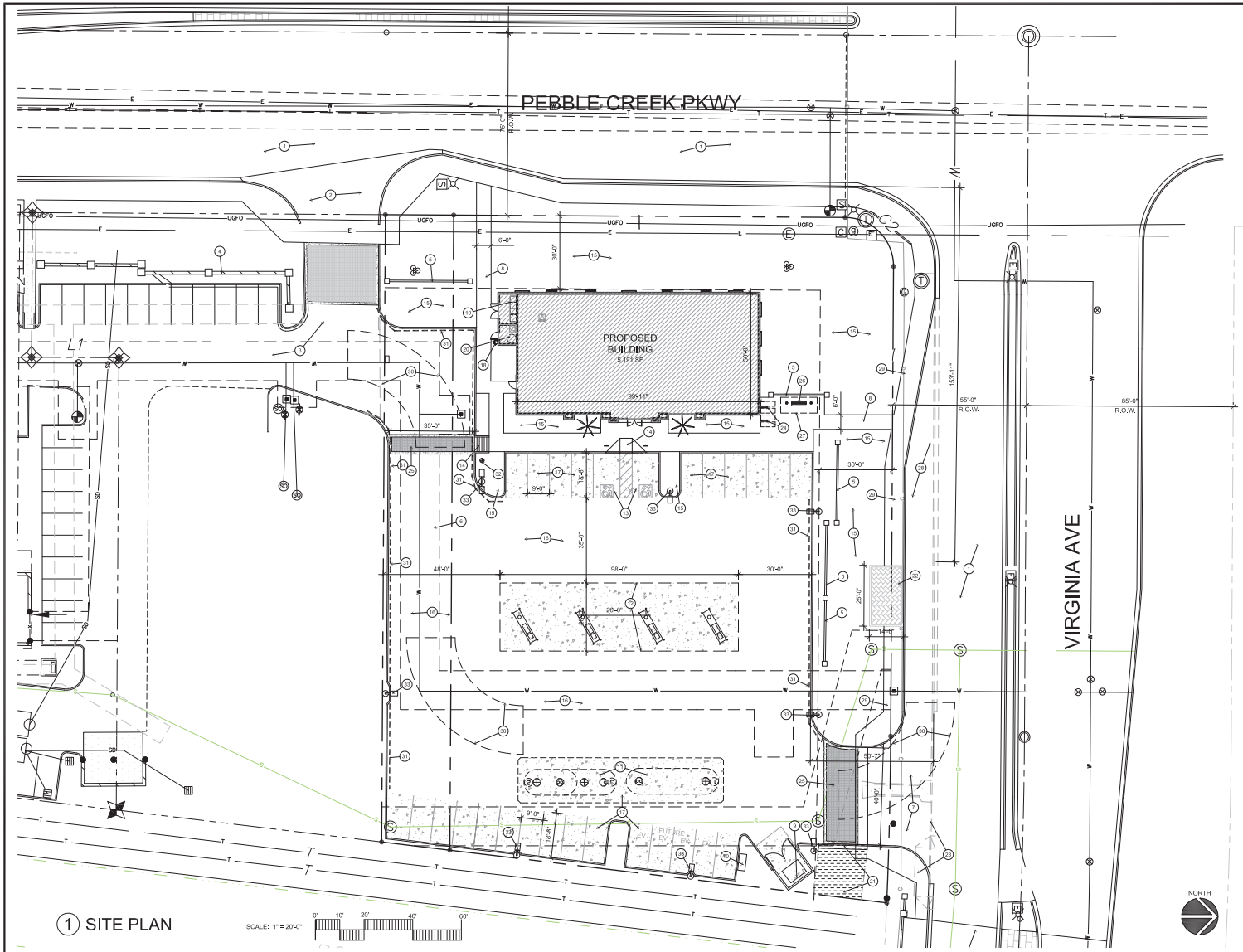
Attachment H - Planning and Zoning Commission Staff Report

Staff Presentation

Aerial Photo Exhibit
Case No. P25-00037
Terrible's C-Store with Gas Station Use Permit



Attachment B



1 SITE PLAN

SCALE: 1" = 20'-0"

0' 10' 20' 40' 60'

CITY OF GOODYEAR SITE PLAN NOTES

1 IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO STREET SURFACES, CURB, GUTTER, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING. LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER A SEPARATE NOTE:

a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.

b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.

c. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.

d. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.

e. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL ALL IMPROVEMENTS MEET CITY APPROVAL.

2. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHT-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING:

a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDED PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.

b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.

c. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.

d. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES; THE TURF SHALL BE MOWED THEREAFTER TO SAFELY MAINTAIN THE 2 INCH HEIGHT.

e. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.

f. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

OWNER:
TERRIBLE'S
5195 S LAS VEGAS BLVD
LAS VEGAS, NV 89119
CONTACT: HOLLEN HERBST
PH: 702.597.8260
EMAIL: hherbst@terribles.com

ARCHITECT:
ARCHICON ARCHITECTURE AND INTERIORS, L.C.
5055 E. WASHINGTON ST.
SUITE 200
PHOENIX, AZ 85034
CONTACT: JEFFREY A KOSKI
PH: 602.222.4266
EMAIL: jeffk@archicon.com

PROJECT DESCRIPTION:

THIS PROJECT WILL CONSIST OF A NEW C-STORE ALONG WITH THE ADDITION OF A GAS FUELING CANOPY FOR AUTOMOBILES.

SITE DATA:

ADDRESS:	2533 N. PEBBLE CREEK PKWY S.E.C. N PEBBLE CREEK PKWY & VIRGINIA AVE GOODYEAR, ARIZONA
ASSESSOR PARCEL #:	501-69-964 & 501-69-976A
EXISTING ZONING:	C-2
APPROX. SITE AREA: (NET):	56,280 S.F. (1.29 ACRES)
BUILDING AREA:	5,191 SQ. FT.
GAS CANOPY AREAS:	98' X 28' = 2,744 SQ. FT.
LOT COVERAGE: (INCLUDES CANOPIES)	=7,9356/56,280=14.10%
OCCUPANCY:	M (RETAIL STORE & MOTOR FUEL DISPENSING)
CONSTRUCTION:	V-B W/ A.F.E.S.
BUILDING HEIGHT:	30'-8"

REQUIRED PARKING CALCULATIONS:

OCCUPANCY	S.F.	FACTOR	TOTAL
RETAIL	5,191	1/300	18 SPACES

TOTAL PARKING SPACES PROVIDED: 27 SPACES

ACCESSIBLE PARKING SPACES PROVIDED: 2 SPACES - VAN ACCESSIBLE

BICYCLE SPACES: 4 SPACES

KEYNOTES

1 EXISTING STREET
2 EXISTING DRIVEWAY
3 EXISTING PAVEMENT AND DRIVE
4 EXISTING SITE SCREEN WALL
5 NEW SITE SCREEN WALL TO MATCH EXISTING
6 EXISTING WATER LINE AND EASEMENT
7 NEW DRIVEWAY
8 NEW 6'-0" WIDE SIDEWALK. PROVIDE PER ADA REQUIREMENTS
9 TRASH ENCLOSURE PER EDS&PM 8.1.2 AND CITY STANDARD DETAILS G-3160 TO G-3164-2
10 AIR/WATER STATION
11 UNDERGROUND FUELING TANKS
12 FUELING CANOPY (SPRINKLERED)
13 ADA PARKING SPACE
14 ADA RAMP
15 LANDSCAPE AREA
16 ASPHALT PAVING
17 CONCRETE PAVING
18 F.D.C.
19. S.E.S.
20 FIRE RISER
21 ACCESS POINT FOR ROOSEVELT WATER DISTRICT CANAL
22 NEW BUS BAY PER G-3242-1&2
23 REMOVE EXISTING CURB AND DRIVE. REWORK AS REQUIRED
24 BICYCLE RACK (2 RACKS-4 BICYCLES)
25 PAVERS TO MATCH EXISTING DEVELOPMENT. REFER TO DETAILS 19/DR-07 AND 20/DR-07
26 BENCH
27 TRELLIS ABOVE
28 NEW RIGHT-TURN LANE
29 NEW 8'-0" WIDE CONCRETE SIDEWALK
30 FIRE TRUCK TURNING RADIUS. 28 FT INSIDE AND 48 FT OUTSIDE RADII
31 FIRE LANE MARKING. CURBS TO BE PAINTED RED AND LABELED "FIRE LANE NO PARKING" IN WHITE BLOCK LETTERS 3 INCHES HIGH AND 3/4 INCH STROKE ON THE VERTICAL FACE OF THE CURB. LETTERING SHALL BE NO MORE THAN 50 FEET APART AND SHALL BE POSTED AT THE BEGINNING AND END OF THE FIRE LANE . (SHOWN WITH A DASHED LINE ON THE PLAN)
32 NEW FIRE HYDRANT
33 PARKING LOT LIGHT FIXTURE

GENERAL NOTES

1. NO SPEED BUMPS OR ANY OBSTRUCTIONS THAT MAY IMPEDE AN EMERGENCY VEHICLE RESPONSE ON FIRE DEPARTMENT ACCESS ROADWAYS ARE ALLOWED.

ARCHICON
Architecture & Interiors, L.C.
5055 E WASHINGTON STREET
SUITE 200
PHOENIX, ARIZONA 85034
(602) 222-4266
FAX (602) 275-4305
www.ARCHICON.COM

TERRIBLE'S C-STORE
2533 N PEBBLE CREEK PKWY
S.E.C. PEBBLE CREEK PKWY & W VIRGINIA AVE
GOODYEAR, ARIZONA

PROJECT NUMBER:	2428110-01
PROJECT MANAGER:	JEFF K
DRAWN BY:	JEFF K
CHECKED BY:	JEFF K

NO	REVISION	DATE

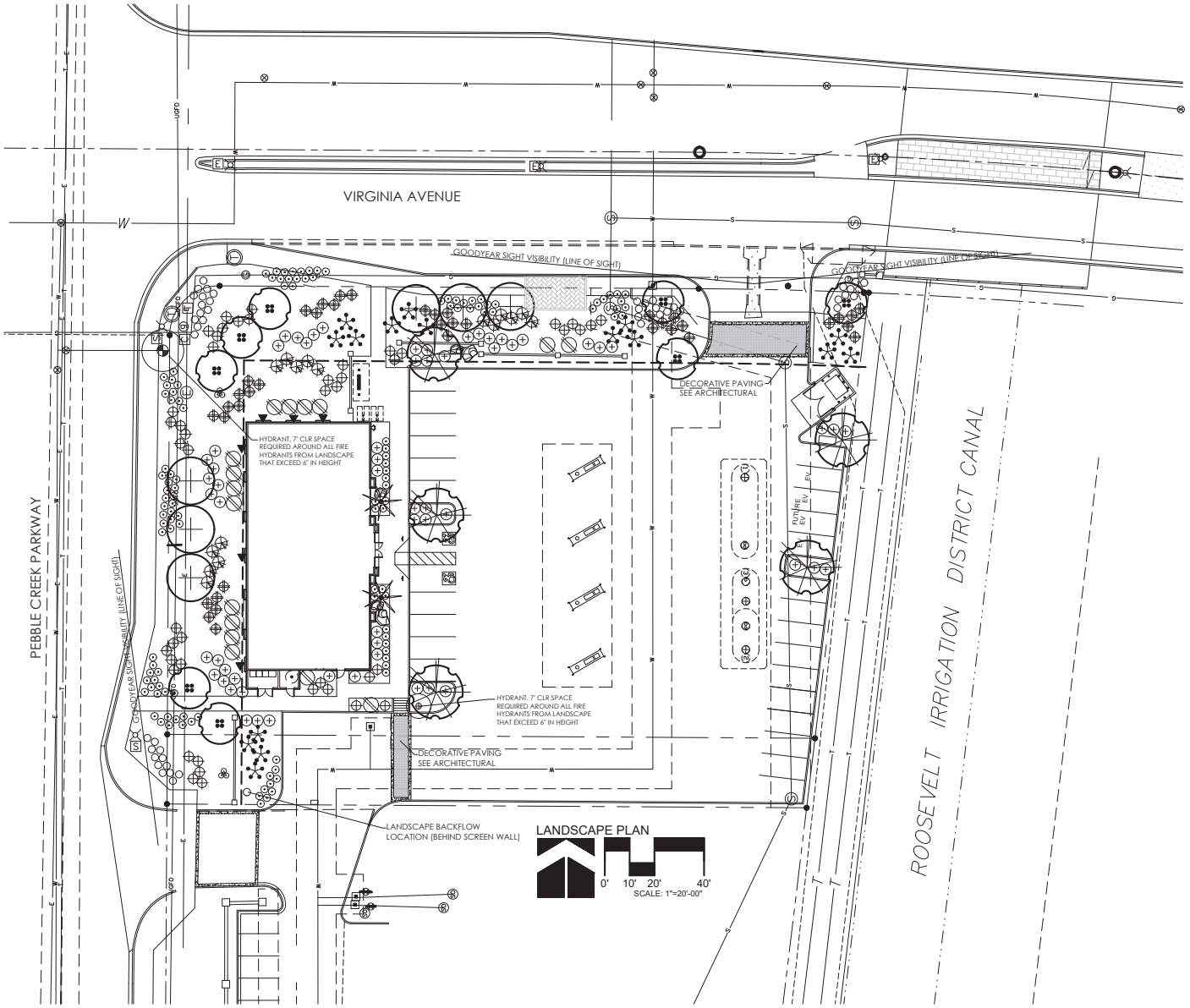
SHEET DESCRIPTION
SITE PLAN

JERE W. PLANCK
23519
REGISTERED ARCHITECT
ARIZONA U.S.A.

SHEET NO.
DR-01

ISSUE DATE: 23 APR 2025

Attachment C



LANDSCAPE PLAN

0' 10' 20' 40'

SCALE: 1"=20'-00"

ALL PROPOSED PLANT MATERIAL HAS BEEN SELECTED FROM THE CITY OF GOODYEAR PLANT MATRIX

LANDSCAPE LEGEND

TREES

CERCIDIUM 'HYBRID'
DESERT MUSEUM PALO VERDE
24" BOX (SINGLE TRUNK)

ACACIA SALICINA
WILLOW ACACIA
24" BOX (SINGLE TRUNK)

ACACIA ANEURA
MULGA (SRP/APS APPROVED)
24" BOX (SINGLE TRUNK)

PHOENIX DACTYLIFERA
DATE PALM (MATCHING)
20' T.F. DIAMOND CUT, STRAIGHT, NO AERIAL ROOTS SHOWING.

LARGE SHRUBS

TECOMA 'ORANGE JUBILEE'
ORANGE JUBILEE
5 GALLON

CAESALPINIA MEXICANA
MEXICAN BIRD OF PARADISE
5 GALLON

MEDIUM SHRUBS

EREMOPHILA MACULATA
VALENTINE EMU BUSH
5 GALLON

LEUCOPHYLLUM FRUTESCENS
'GREEN CLOUD'
5 GALLON

ACCENTS

HESPERALOE PARVIFLORA
RED YUCCA
5 GALLON

DASYLIRION WHEELERII
DESERT SPOON
5 GALLON

GROUND COVER

LANTANA MONTEVIDENSIS
'GOLD MOUND'
1 GALLON

LANTANA MONTEVIDENSIS
TRAILING PURPLE
1 GALLON

VINES

BOUGAINVILLEA 'BARBARA KARST'
BOUGAINVILLEA
5 GALLON

1/2" MINUS MADISON GOLD
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

3'x3'x3' SURFACE SELECT
GRANITE BOULDER (BURY 1/3)
MINIMUM 2000lbs EACH

ARCHICON
Architecture & Interiors, L.C.
5055 E WASHINGTON STREET
SUITE 200
PHOENIX, ARIZONA 85034
(602) 222-4266
FAX (602) 279-4305
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TERRIBLE'S C-STORE
2533 N PEBBLE CREEK PKWY
S.E.C. PEBBLE CREEK PKWY & W VIRGINIA AVE
GOODYEAR, ARIZONA

PROJECT NUMBER:	2428110-01
PROJECT MANAGER:	JEFF K
DRAWN BY:	JEFF K
CHECKED BY:	JEFF K

NO	REVISION	DATE

SHEET DESCRIPTION

LANDSCAPE PLAN

27166
TIMOTHY J. McQUEEN
ARIZONA U.S.A.
REGISTERED LANDSCAPE ARCHITECT
EXPIRES 09/30/2025

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
10446 N. 74th Street , Suite 150
Scottsdale, Arizona 85258
P.(602)265-0320
EMAIL: timmcqueen@tjmla.net

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SHEET NO.

La.01

ISSUE DATE:

Attachment D



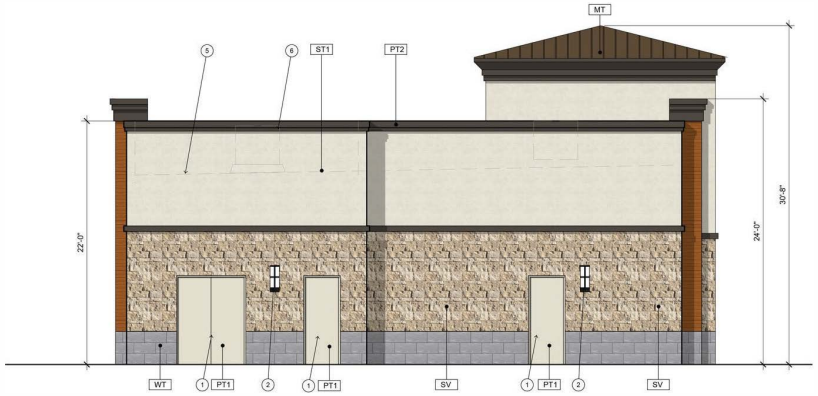
1 EAST ELEVATION

SCALE: 3/16" = 1'-0"



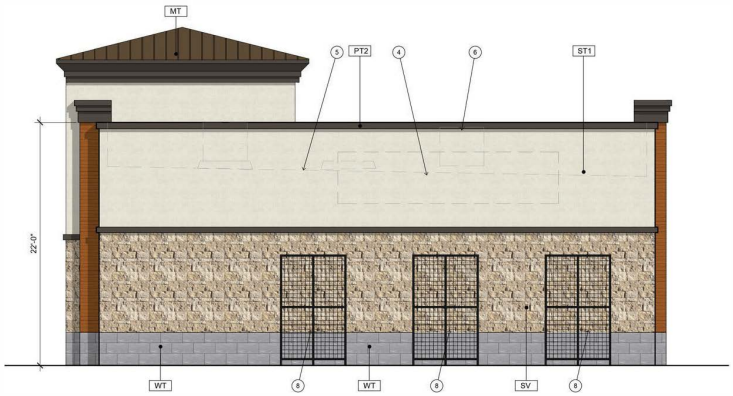
2 WEST ELEVATION

SCALE: 3/16" = 1'-0"



3 SOUTH ELEVATION

SCALE: 3/16" = 1'-0"



4 NORTH ELEVATION

SCALE: 3/16" = 1'-0"

KEYNOTES

1. HOLLOW METAL DOOR AND FRAME
2. LIGHT FIXTURE
3. ALUMINUM STOREFRONT WITH INSULATED GLAZING
4. SIGNAGE UNDER SEPARATE PERMIT
5. ROOF LINE (DASHED)
6. MECHANICAL UNIT (DASHED) FULLY SCREENED
7. PARAPET BEYOND
8. GREEN SCREEN, PAINTED PT2
9. ADDRESS IDENTIFICATION. 12" HIGH WITH 2 INCH STROKE OF CONTRASTING COLOR

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COLOR AND MATERIALS

ST1 7/8" STUCCO FINISH ON SELF FURRING GALV. METAL LATCH WITH FRY REGLET CORNERS, MOLDING AND TRIM.
COLOR: BENJAMIN MOORE SAIL CLOTH BMOC-142
FINISH: SAND FINISH

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COLOR: ARMORSHELL, MAPLE T.S.
MANUF: NORTHWEST

MT METAL ROOFING STANDING SEAM
COLOR: MEDIUM BRONZE
MANUF: BERRIDGE OR EQUAL

PT1 PAINT
COLOR: SAIL CLOTH BMOC-142
FINISH: SATIN
MANUF: BENJAMIN MOORE

PT2 PAINT
COLOR: BLACK FOX SW 7020
FINISH: SATIN
MANUF: SHERWIN WILLIAMS

SV STONE VENEER
TYPE: STACKED STONE CUT COURSE
COLOR: SEASHELL
MANUF: EL DORADO STONE

WT PORCELAIN WALL TILE
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COLOR: GLOBAL GREY AM35 MATTE WITH MAPEI GROUT 112 MEDIUM GREY
MANUF: DALTILE

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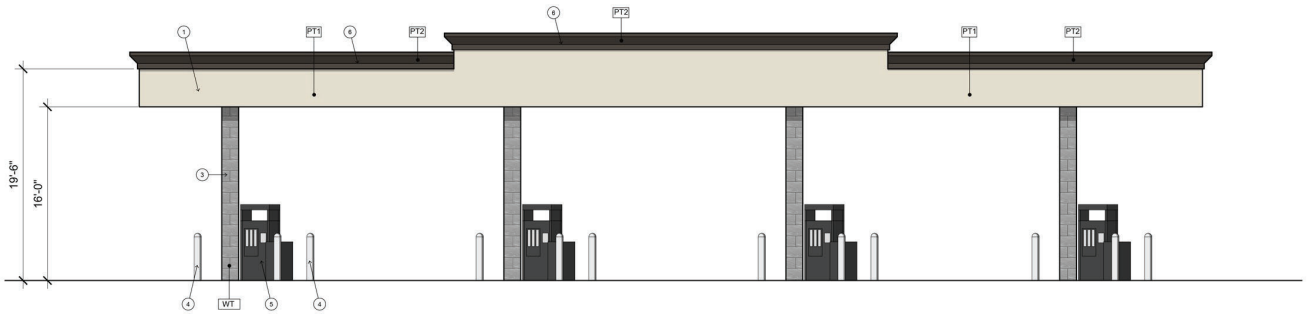
NO	REVISION	DATE

SHEET DESCRIPTION
EXTERIOR ELEVATIONS

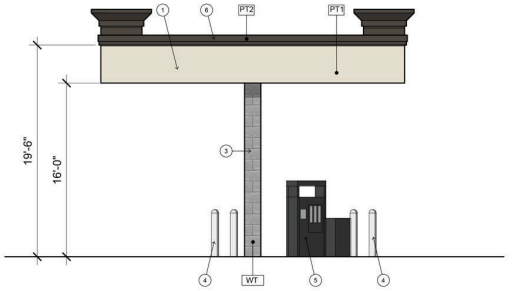
2359
JERE W. PLANCK
ARIZONA U.S.A.

SHEET NO.
DR-03

ISSUE DATE: 23 APR 2025



1 EAST ELEVATION SCALE: 3/16" = 1'-0"



3 SOUTH ELEVATION SCALE: 3/16" = 1'-0"

KEYNOTES

1 CANOPY PANEL. PAINTED
2 SIGNAGE (NOT SHOWN, UNDER SEPARATE PERMIT)
3 STEEL COLUMN. WRAPPED WITH TILE TO MATCH BUILDING
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5 GAS PUMP DISPENSER
6 CORNICE PANEL. PAINTED

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FINISH: SATIN
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GOODYEAR, ARIZONA

PROJECT NUMBER: 242810-01
PROJECT MANAGER: JEFF K
DRAWN BY: JEFF K
CHECKED BY: JEFF K

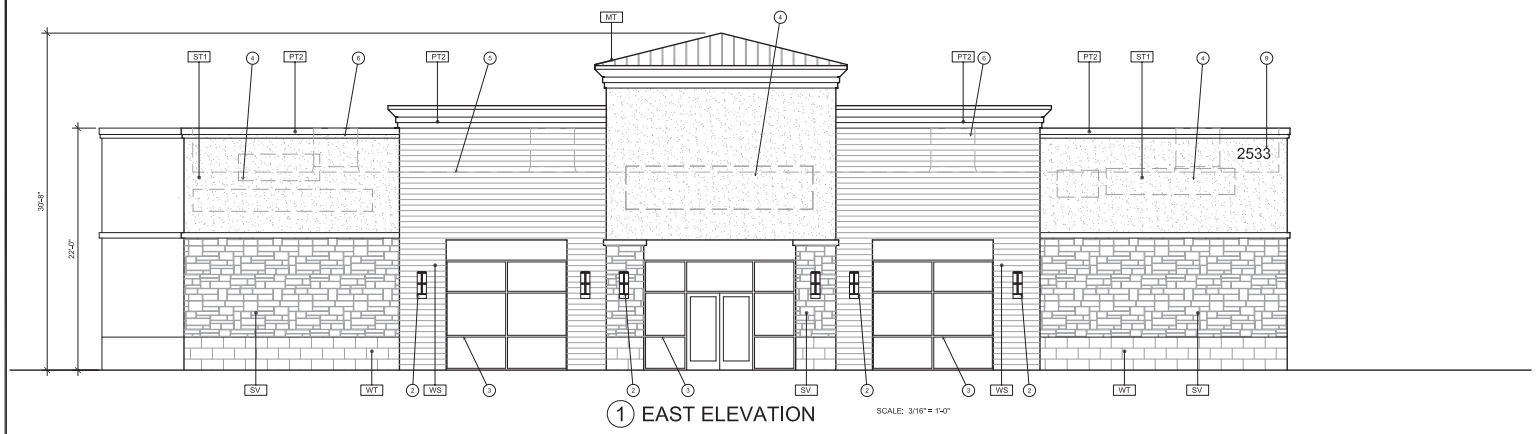
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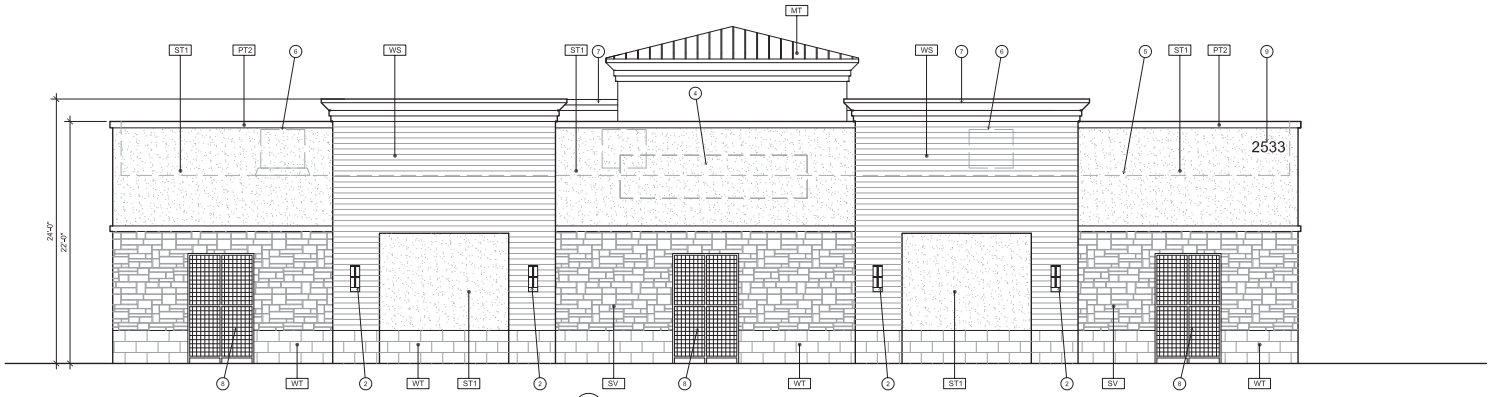
SHEET NO.
DR-04

ISSUE DATE: 23 APR 2025



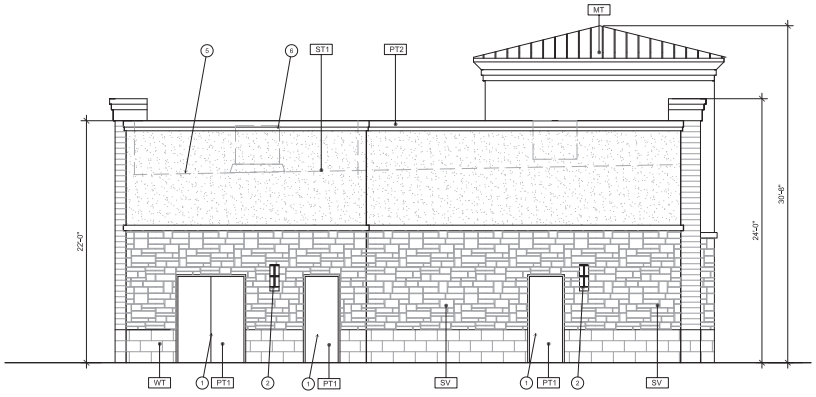
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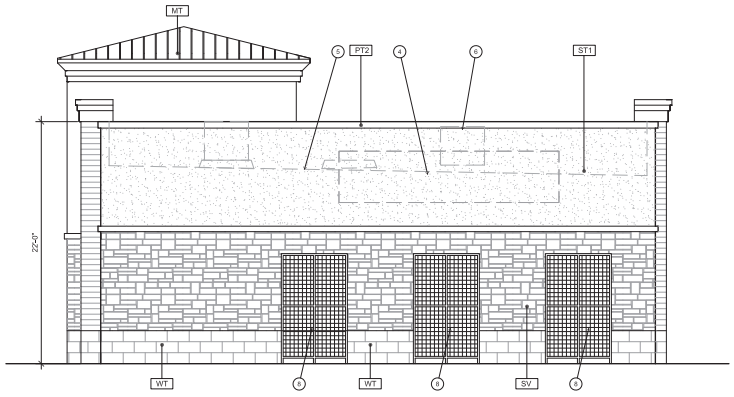
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PROJECT MANAGER: JEFF K
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CHECKED BY: JEFF K

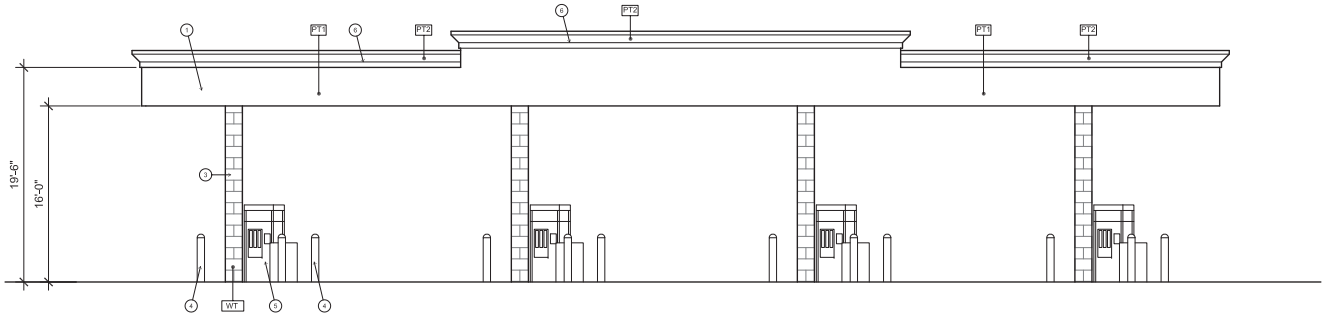
NO	REVISION	DATE

SHEET DESCRIPTION
EXTERIOR ELEVATIONS

JERE W. PLANCK
2358
REGISTERED ARCHITECT
ARIZONA, U.S.A.

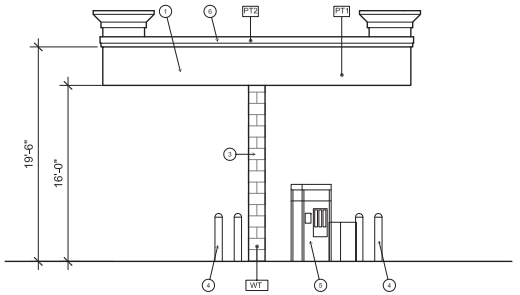
SHEET NO.
DR-03

ISSUE DATE: 23 APR 2025



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SCALE: 3/16" = 1'-0"



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PROJECT MANAGER: JEFF K
DRAWN BY: JEFF K
CHECKED BY: JEFF K

NO.	REVISION	DATE

SHEET DESCRIPTION
CANOPY ELEVATIONS

REGISTERED ARCHITECT
23549
JERE W. PLANCK
EXPIRES 9/30/26
ARIZONA, U.S.A.

SHEET NO.
DR-04

ISSUE DATE: 23 APR 2025

ARCHICON ARCHITECTURE & INTERIORS, L.C.

PROJECT NARRATIVE

Use Permit for:
Terrible's C-Store
2533 N Pebble Creek Pkwy

The proposed project consists of a new ground up building of approximately 5,191 square feet, single story with a maximum building height of 30'-8" and a vehicle fueling canopy of approximately 2,744 square feet.

The site is currently vacant and has an existing access driveway off of N. Pebble Creek Pkwy into the site with a shared access drive. A new driveway will be installed along Virginia Ave along with a bus bay. Access will be provided for the Roosevelt Irrigation District canal on the south side of the driveway.

The fueling canopy has 4 fueling pumps. The underground storage tanks will be located on the south side of the site.

The existing parcel numbers are 501-69-964 and 501-69-976A. The site is currently zoned C-2.

30 foot landscape and building setbacks will be provided on both the N Pebble Creek Pkwy & Virginia Ave frontages. New landscaping will be provided on these frontages and site screen walls will be installed that match the existing screen walls south of the site.

Pedestrian access will be provided to the site from Virginia Ave and Pebble Creek Pkwy

5055 E WASHINGTON ST. SUITE 200 PHOENIX AZ, 85034
PHONE (602) 222-4266 • FAX (602) 279-4305

Attachment F - Conditions of Approval

The approval of the Use Permit is subject to the following conditions and stipulations:

1. All future development on the Property will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation; and,
2. The convenience use permitted herein shall be developed in conformance with the attached conceptual site plan, conceptual landscape plan, and conceptual building and fuel canopy elevations attached hereto. Any changes to the configuration of these improvements, as shown on the attached plans, may require an amendment to the use permit as determined by the Development Services Director or their designee; and,
3. The Property shall not contain, Semi-truck fueling canopies and truck stop facilities, which shall include but is not limited to on-site semi-truck parking and/or any overnight parking accommodations, any single building or any multiple buildings providing facilities and/or services intended for use by commercial truck drivers during stopovers, maintenance of semi-trucks or commercial vehicles, showering facilities or laundry facilities; and,
4. Signage is not approved with the approval of this Use Permit. All signage on the property shall comply with Article 7 (Sign Regulations) of the City of Goodyear Zoning Ordinance; and,
5. The Property shall conform to the standards designated for Lighting Zone 2 established in Article 10 (Outdoor Light Standards) of the City of Goodyear Zoning Ordinance; and,
6. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with the Goodyear Zoning Ordinance, the city of Goodyear subdivision regulations, the city of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property.

Attachment G – Evaluation Criteria

Section 1-3-2 (Use Permits) of the Zoning Ordinance requires that the Planning and Zoning Commission and City Council determine that the proposed use meets the following findings prior to granting a Use Permit:

1. *The Use Permit will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare;*

   As described in the narrative (Attachment E) and conceptual plans provided with the Use Permit, the proposed use should not produce excessive odors, noise, or light to the detriment of the surrounding area. Traffic impacts have been reviewed and determined to be in conformance with the roadway capacity and improvements for this area. The nearest residence is approximately 120 feet east of the property on the opposite side of the Roosevelt Irrigation District (RID) canal. The Property is located within Lighting Zone 2 of the Zoning Ordinance and required to have full-cut-off lighting, and in addition, staff is proposing a stipulation that requires canopy lighting to have shielded lights.

2. *The proposed use is reasonably compatible with uses permitted in the surrounding area;*

   The use permit is proposed on a property intended for the development of commercial uses. The existing and permitted commercial uses within the area are of similar intensity and operation to this proposed use permit, and the nearest residence is separated from the Property by the RID canal. Given the property's location within a commercial center and separation from the nearest residence by the RID canal, staff believes the proposed convenience use is compatible with uses permitted in the surrounding area.

Section 4-2-2 (Convenience Uses) of the Zoning Ordinance requires evaluation of the following additional criteria for convenience uses regarding their potential impact on traffic congestion, the neighborhood in general, and their appropriateness for the site:

1. *Adequacy of the parcel size and configuration to provide proper access and internal circulation;*

   The Property is of sufficient size and configuration to accommodate the proposed convenience store and fueling stations. The proposed access and internal traffic circulation pattern have been approved by the Engineering Department.

2. *Compatibility of the proposed hours of operation with adjacent residential areas;*

   The applicant is proposing operations twenty-four (24) hours per day, seven (7) a week. The proposed hours of operation are similar to those currently operated by other businesses in the center; Federico's is a fast food drive-through restaurant located south of the Property and is open twenty four (24) hours, every day of the week. Given the proposed location within a commercial center and the separation from the nearest residence by the RID canal, staff does not recommend any restrictions on hours of operation.

3. *Required traffic mitigation measures, if any;*

   A traffic study was submitted and reviewed with the use permit. Ingress/egress is provided from W. Virginia Avenue and N. PebbleCreek Parkway. Both driveways will provide right-in, right-out access into and out of the Property. There is an existing traffic light at the intersection of W. Virginia Avenue and N. PebbleCreek Parkway.

   Off-site street and access improvements adjacent to the property will be completed with this development.

4. *Other concerns, which may place the advisability of the proposed convenience use in question;*

   Staff found no other concerns with the development of a convenience use on the property.

AGENDA ITEM #: .
DATE: August 13, 2025
CAR #:
CASE #: P25-00037

Planning & Zoning Commission ACTION REPORT

SUBJECT: USE PERMIT FOR A CONVENIENCE USE (CONVENIENCE STORE WITH A GAS STATION)

STAFF PRESENTER(S): Kyle Abbott, Senior Planner

OTHER PRESENTER(S):

Jeffrey Koski, Archicon Architecture & Interiors, L.C.

SUMMARY:

The request is for a Use Permit for a Convenience Use (Terrible's convenience store with a gas station) proposed on an approximately 1.29-acre property zoned C-2 General Commercial located at the southeast corner of W. Virginia Avenue and N. PebbleCreek Parkway.

RECOMMENDATION:

1. Conduct a public hearing to consider a request for a Use Permit for a Convenience Use (Terrible's convenience store with a gas station) proposed on an approximately 1.29-acre property zoned C-2 General Commercial located at the southeast corner of W. Virginia Avenue and N. PebbleCreek Parkway.
2. Recommend conditional approval of the Use Permit request for a Convenience Use (Terrible's convenience store with a gas station) proposed on an approximately 1.29-acre property zoned C-2 General Commercial located at the southeast corner of W. Virginia Avenue and N. PebbleCreek Parkway (the "Property") subject to stipulations. (Kyle Abbott, Senior Planner)

STIPULATIONS:

The approval of the Use Permit is subject to the Conditions of Approval (Attachment F).

FISCAL IMPACT:

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS:

The Property consists of approximately 1.29 acres of land and is located at the southeast corner of W. Virginia Avenue and N. PebbleCreek Parkway (Attachment A). The Property is zoned C-2 General Commercial which was approved by City Council on May 21, 2006, with the adoption of Ordinance No. 2006-1006. The C-2 General Commercial zoning designation establishes convenience uses such as a convenience store with a gas station as a use that requires approval of a Use Permit.
This application for a Use Permit has not been previously presented to the Planning and Zoning Commission or City Council.

STAFF ANALYSIS

Current Policy:

A Use Permit requires review by the Planning and Zoning Commission and approval by the City Council following required public hearings. The process for the review of a use permit is set forth in Section 1-3-2 of the Goodyear Zoning Ordinance and in the City of Goodyear Administrative Process Manual.

Details of the Request:

The applicant is requesting approval of a Use Permit to facilitate the development of a Terrible's convenience store with a gas station on property zoned C-2 General Commercial. The Property is located at the southeast corner of W. Virginia Avenue and N. PebbleCreek Parkway.
The conceptual site plan (Attachment B) includes an approximately 5,191 square-foot convenience store with an approximately 2,744 square-foot fuel canopy area, providing four (4) gasoline fueling pumps that can serve up to eight (8) vehicles at a time. The applicant will be providing a trellis-shaded bench for customers on the north side of the convenience store building. The property will be accessible from W. Virginia Avenue and N. PebbleCreek Parkway. The on-site parking, as reflected on the conceptual site plan and conceptual landscape plan (Attachment C), will be provided in conformance with the applicable city standards.
As shown on the conceptual building and fuel canopy elevations (Attachment D) submitted with the Use Permit, the design for the building will utilize a variety of materials and colors including porcelain wall tile and stone.

Evaluation Criteria:

Section 1-3-2 (Use Permits) and Section 4-2-2 (Convenience Uses) of the Zoning Ordinance provide Evaluation Criteria (Attachment G).

Luke Air Force Base:

The subject property is located in territory in the vicinity of Luke Air Force Base. Luke Air Force Base was contacted about this project and advised there were no objection to the proposed development as the base operations will not be adversely impact by this development.

Fire Department:

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	1.6	1.04	Fire Station #183	4.21	2.99

Public Participation:

In accordance with the city's Citizen Review Ordinance, a neighborhood meeting was held on June 18, 2025, at the City Hall, Canyon Trails conference rooms. Notice of the neighborhood meeting was mailed to all property owners within 500 feet of the property on June 3, 2025, and a sign was posted on the property.
One person attended the meeting in support of the project and stated they were looking forward to that corner being developed.
Staff received one email from a concerned resident who was questioning why a convenience store would be allowed to be built at this location. The resident had concerns about neon lights and signage. All outdoor lighting on the property is required to conform to the standards established in Article 10

(Outdoor Light Standards) of the City of Goodyear Zoning Ordinance. Additionally, the resident asked for a large wall to surround the Use Permit property. The applicant proposes screen walls along street frontages, which meet the city requirements for screening.
Notices for the public hearings before the Planning and Zoning Commission and City Council on August 13 and August 25, respectively, included the following: a notice mailed to the 20 property owners within 500 feet of the property on June 22, 2025; three (3) signs posted on the property on June 6, 2025; and, a legal notice published on July 25, 2025, in the Arizona Republic, Southwest Edition.

STAFF FINDINGS:
As outlined herein, staff finds the proposed request for Use Permit to not be materially detrimental to persons residing or working in the vicinity adjacent to the Property, to the neighborhood, or to the public welfare and that the proposed use is reasonably compatible with uses permitted in the surrounding area. Staff further finds the request for Use Permit will meet the additional evaluation criteria for convenience uses as established in Section 4-2-2 of the Zoning Ordinance.

Attachments

Attachments A-G

Terrible's Convenience Store and Gas Station Use Permit



Terrible's C-Store Use Permit

SEC of W. Virginia Avenue and N. PebbleCreek Parkway

- Zoning: C-2 (General Commercial)



Terrible's C-Store Use Permit

SEC of W. Virginia Avenue and N. PebbleCreek Parkway

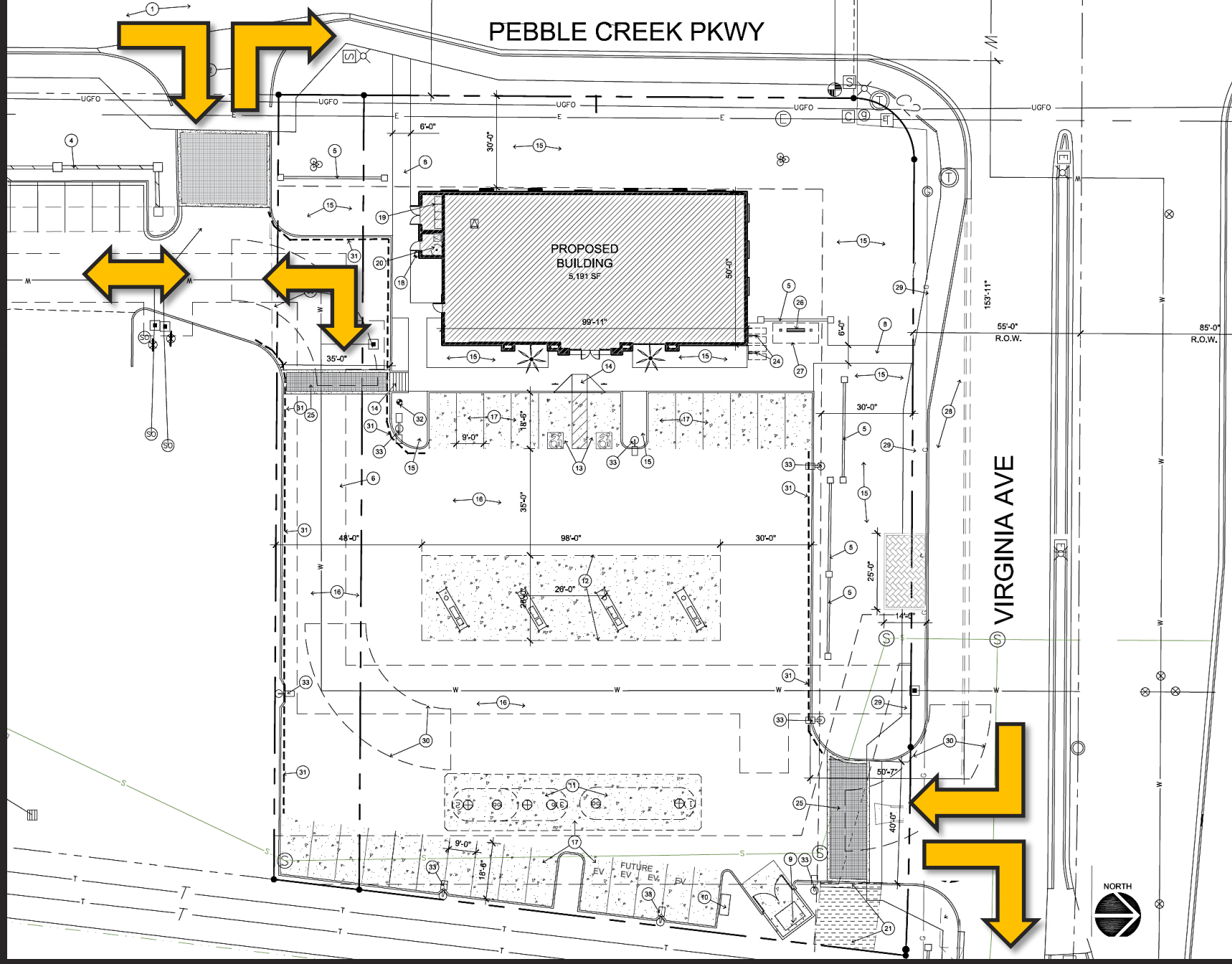
- 1.29 acres



It's a Great time to be in Goodyear.

Terrible's C-Store Use Permit

- 27 parking spaces
  4 fuel pumps
- Right in/right out from PebbleCreek Pkwy
- Right in/right out from Virginia Ave.
- Access via PebbleCreek Plaza



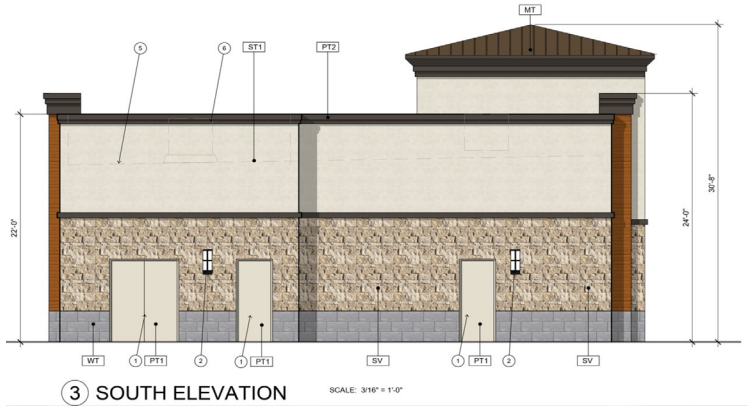
It's a Great time to be in Goodyear.

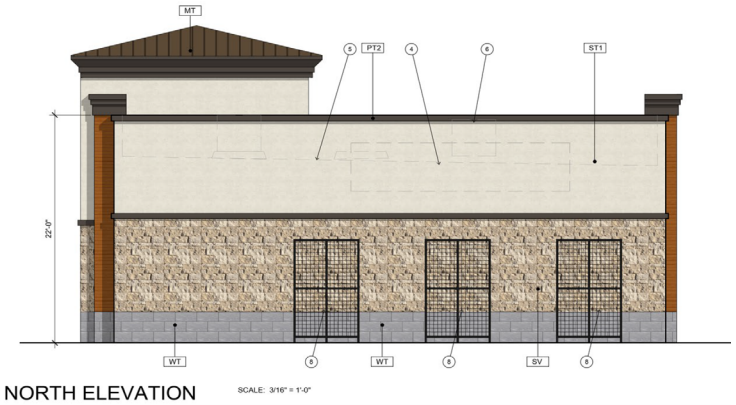
Terrible's C-Store Use Permit

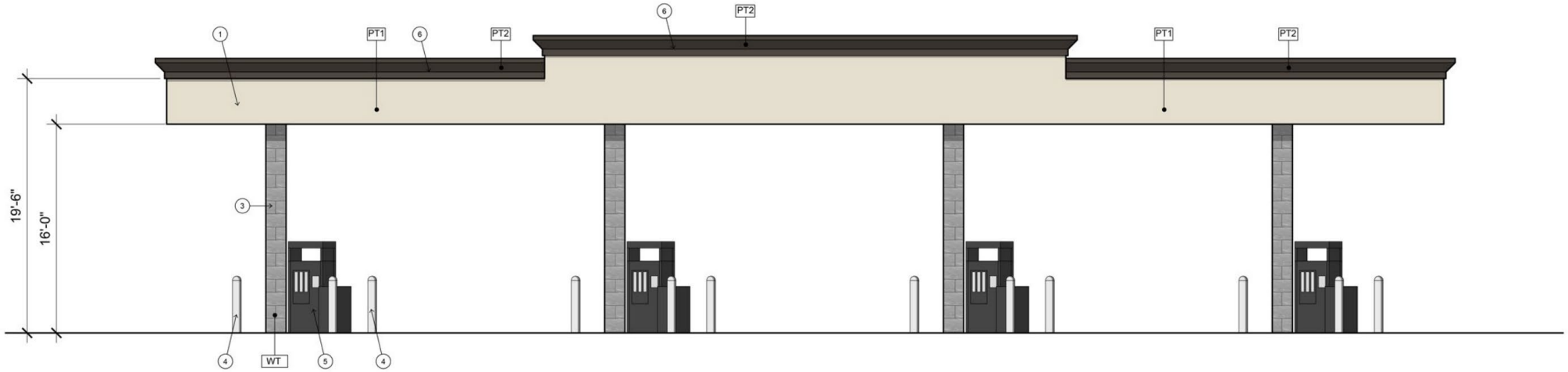
- Elevations
- Building Height: 30.8 Feet



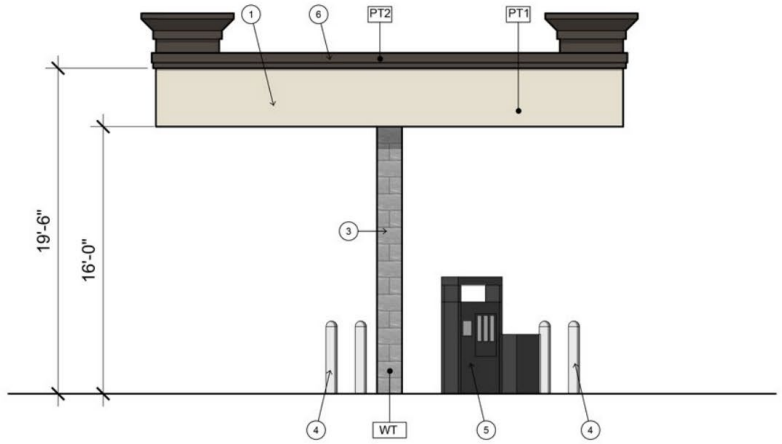








1 EAST ELEVATION SCALE: 3/16" = 1'-0"



3 SOUTH ELEVATION SCALE: 3/16" = 1'-0"

Terrible's Convenience Store and Gas Station Use Permit

- Evaluation Criteria
- Public Hearing Process
- Recommend Approval

It's a Great time to be in Goodyear.

ITEM #: 20.
DATE: 08/25/2025
AI #:2814

CITY COUNCIL ACTION REPORT

SUBJECT: USE PERMIT FOR CONVENIENCE USE CAR WASH ON APPROXIMATELY 1.26 ACRES

STAFF PRESENTER(S): Kyle Abbott, Senior Planner

OTHER PRESENTER(S):

Madison Leake, Burch & Cracchiolo, P.A.

SUMMARY

This is a public hearing to request a Use Permit on approximately 1.26 acres located east of the southeast corner of N. 166th Avenue and W. Indian School Road to allow for a Convenience Use Car Wash on a property zoned Planned Area Development (PAD) with an underlying zoning of C-2 (General Commercial).

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Use Permit request for a Convenience Use Car Wash proposed on an approximately 1.26-acre property zoned Planned Area Development (PAD) with an underlying zoning of C-2 General Commercial for parcel 501-02-954 generally located south of W. Indian School Road and east of 166th Avenue within PV 303 East II Phase 1 (the “Property”) subject to stipulations. (Kyle Abbott, Senior Planner)

STIPULATIONS

The stipulations below represent the most significant provisions:

- Failure of the owner/operator to comply with these noise levels and stipulations, within a reasonable time period shall result in termination of this Use Permit.
- The Property is located within Lighting Zone 2 - Medium ambient light areas – Urban residential areas mixed with light commercial.

The complete list of stipulations is contained within the Conditions of Approval (Attachment G).

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax, and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the City are constructed by the developer and then conveyed to the City two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

On August 13, 2025, the Planning and Zoning (P&Z) Commission held a public hearing for this Convenience Use Car Wash Use Permit request. After the staff presentation, one resident was in support but did not wish to speak at the public hearing. At the conclusion of the public hearing, the P&Z Commission voted 6-0 to recommend approval, subject to the proposed stipulations which are reflected in Conditions of Approval (Attachment G).

A public hearing notice for the Council Meeting was published in the Arizona Republic West Valley Edition on July 25, 2025, at least 15 days prior to the meeting. Additionally, on July 22, 2025, postcards were mailed to 20 adjoining owners, located within five hundred (500) feet of the Property, and on July 15, 2025, signs were posted/updated on the site.

Additional details regarding the previous actions are provided in the P&Z Commission Staff Report (Attachment I).

STAFF ANALYSIS

Details related to this Use Permit request, including an aerial exhibit, site plans, elevations, noise impact study, and applicant narrative are included as attachments to this report (Attachments A through F).

The Convenience Use Car Wash Use Permit meets the City's evaluation criteria for use permits (Attachment H).

Staff recommends that Council approve the Convenience Use Car Wash Use Permit, consistent with the P&Z Commission's approval recommendation.

Attachments

Attachment A - Aerial Exhibit

Attachment B - Conceptual Site Plan

Attachment C - Conceptual Landscape Plan

Attachment D - Conceptual Building Elevations

Attachment E - Noise Impact Study

Attachment F - Applicant Narrative

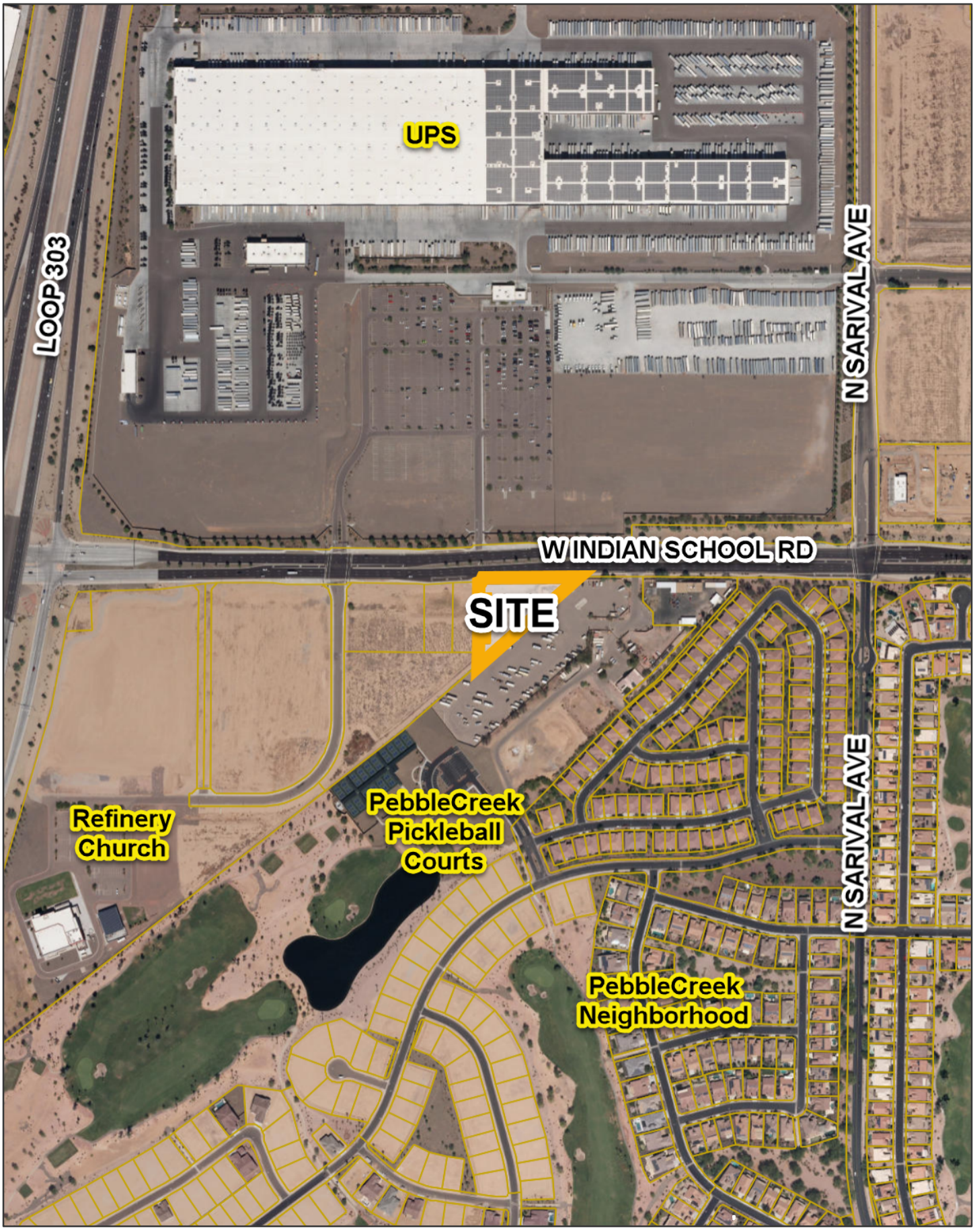
Attachment G - Conditions of Approval

Attachment H - Evaluation Criteria

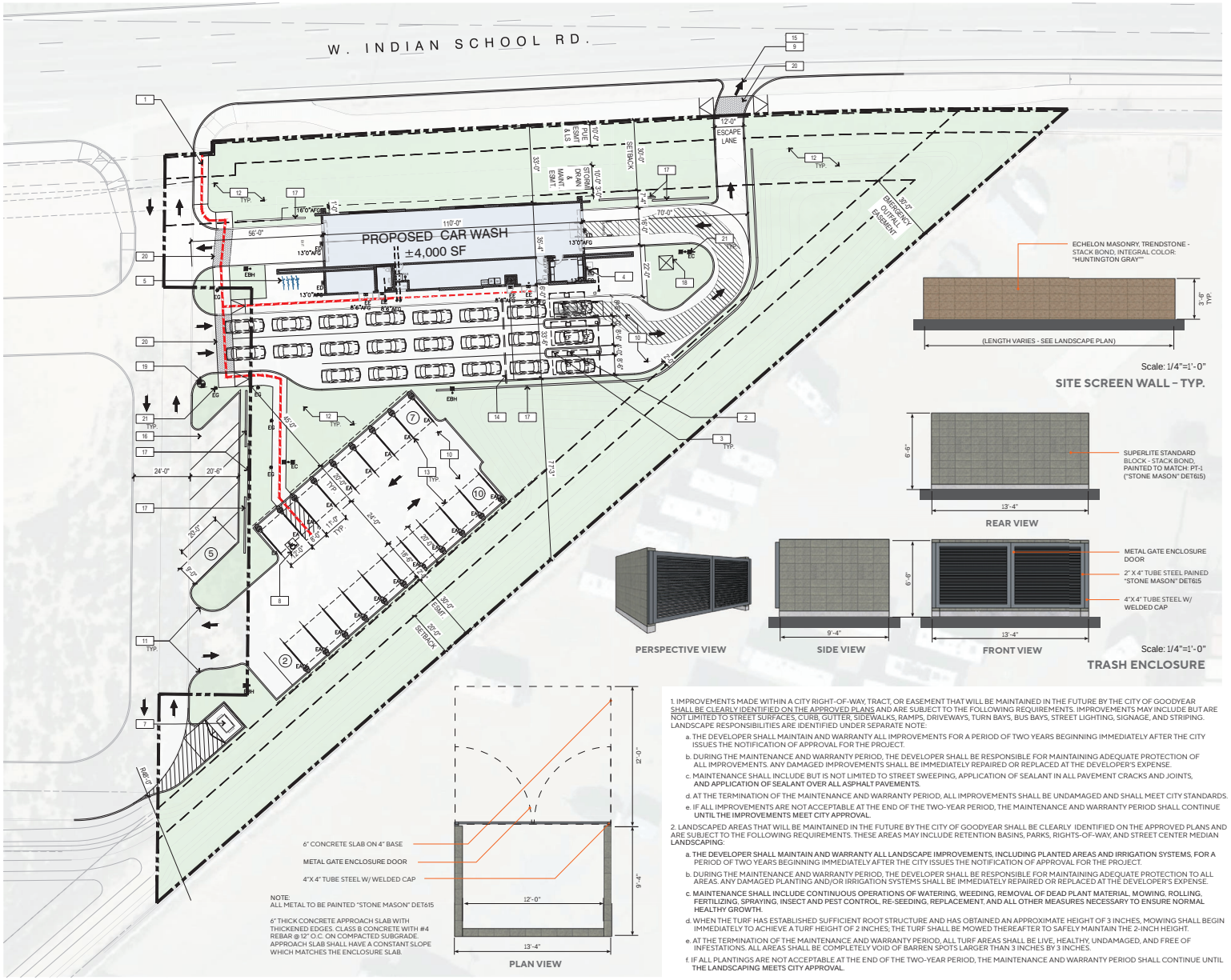
Attachment I - Planning and Zoning Commission Staff Report

Staff Presentation

Aerial Photo Exhibit
Case No. P25-00109
Super Star Car Wash Use Permit



Attachment B



Scale: 1/4"=1'-0"

SITE SCREEN WALL – TYP.

REAR VIEW

PERSPECTIVE VIEW | SIDE VIEW | FRONT VIEW

Scale: 1/4"=1'-0"

TRASH ENCLOSURE

NOTE:
ALL METAL TO BE PAINTED "STONE MASON" DET615

6" THICK CONCRETE APPROACH SLAB WITH THICKENED EDGES. CLASS B CONCRETE WITH #4 REBAR @ 12" O.C. ON COMPACTED SUBGRADE. APPROACH SLAB SHALL HAVE A CONSTANT SLOPE WHICH MATCHES THE ENCLOSURE SLAB.

PLAN VIEW

1. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURB, GUTTER, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING. LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER SEPARATE NOTE:
   a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   c. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.
   d. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
   e. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
2. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING:
   a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   c. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
   d. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES. THE TURF SHALL BE MOWED THEREAFTER TO SAFELY MAINTAIN THE 2-INCH HEIGHT.
   e. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
   f. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.



VICINITY MAP N.T.S.

SITE DATA TABLE

GENERAL		
ADDRESS	SEC LOOP 303 & W. INDIAN SCHOOL ROAD, GOODYEAR AZ 85395	
ZONING	**PAD** (PLANNED AREA DEVELOPMENT) W/ APPLIED **C-2** (GENERAL COMMERCIAL DISTRICT)	
PROPOSED USE	**AUTOMATED EXPRESS, FULL-SERVICE CAR WASH** (110' CARWASH BAY / TUNNEL)	
HOURS OF OPERATION	7AM - 7PM (12 HOURS)	
ASSESSOR PARCEL NO.	**501-02-932**	
SITE GROSS AREA	**SELECTED PORTION = ± 56,185 SF / ± 1.29 AC**	
BUILDING GROSS AREA	**± 4,000 SF**	
CONSTRUCTION TYPE	**V-B** / FULLY-SPRINKLERED	
OCCUPANCY	**B - BUSINESS**	
	REQUIRED / ALLOWED	PROVIDED
MAX. FLOOR AREA RATIO	-	0.071 : 1 **(± 4,000 SF)**
MAX. LOT COVERAGE	MAX. 50%	7.12% **(± 4,000 SF)**
LANDSCAPE COVERAGE	-	SEE LANDSCAPE PLAN
MAX. STORIES	-	1
MAX. BUILDING HEIGHT	56'-0"	30'-0"
MIN. FRONT YARD SETBACK	30'-0"	31'-0"
MIN.SIDE SETBACK	-	-
MIN. REAR SETBACK	-	-
PARKING CALCULATIONS		
PARKING SPACES PROVIDED		
9'X20' REGULAR PARKING		
12'X20' ADA ACCESSIBLE VACUUM BAYS (1 VAN ACCESSIBLE)	**1 SPACE (INCLUDES 1'-6" OVERHANG)**	
11'X20' REGULAR VACUUM BAYS	**16 SPACES (INCLUDES 1'-6" OVERHANG)**	
TOTAL VACCUM BAYS	**17 SPACES**	
BICYCLE PARKING	REQUIRED	PROVIDED
SEC. 6.4-2	4 SPACES	**4 SPACES**

KEY NOTES:

1	PEDESTRIAN ACCESS (ADA COMPLIANT)
2	THREE LANE QUEUE AND P.O.S. TERMINALS, TYP.
3	CONCRETE PAD
4	SERVICE ENTRANCE SECTION, FINAL LOCATION TO BE DETERMINED BY POWER.
5	BICYCLE PARKING
6	NOT USED.
7	TRASH ENCLOSURE PER CITY STANDARDS
8	ACCESSIBLE PARKING, SIGNAGE AND STRIPING PER CITY STANDARDS.
9	VEHICLE ESCAPE LANE
10	CONCRETE PAVING
11	6" CURB & GUTTER
12	LANDSCAPING
13	12'x20' VACUUM STATIONS
14	LPR ARCH
15	RIGHT-OUT ONLY
16	PROPOSED 45 DEGREE PARKING
17	3'-6" HIGH SCREEN WALL (SEE LANDSCAPE PLAN)
18	TRANSFORMER
19	(N) FIRE HYDRANT
20	STAMPED CONCRETE OR PAVERS (SEE LANDSCAPE PLAN)
21	SITE LIGHTING (SEE PHOTOMETRICS PLAN)

PREPARED BY
AO
144 N. ORANGE STREET, ORANGE, CA 92866
714.639.9860
DATE PREPARED
2025-07-24
JOB#
2024-0392
SCALE
1" = 20'

SUPER STAR CAR WASH

LOOP 303 & INDIAN SCHOOL

SEC LOOP 303 & W. INDIAN SCHOOL ROAD | GOODYEAR - AZ 85395

SITE PLAN

N

20' 0 10' 20' 30' 40'

SCALE: 1" = 20'-0"

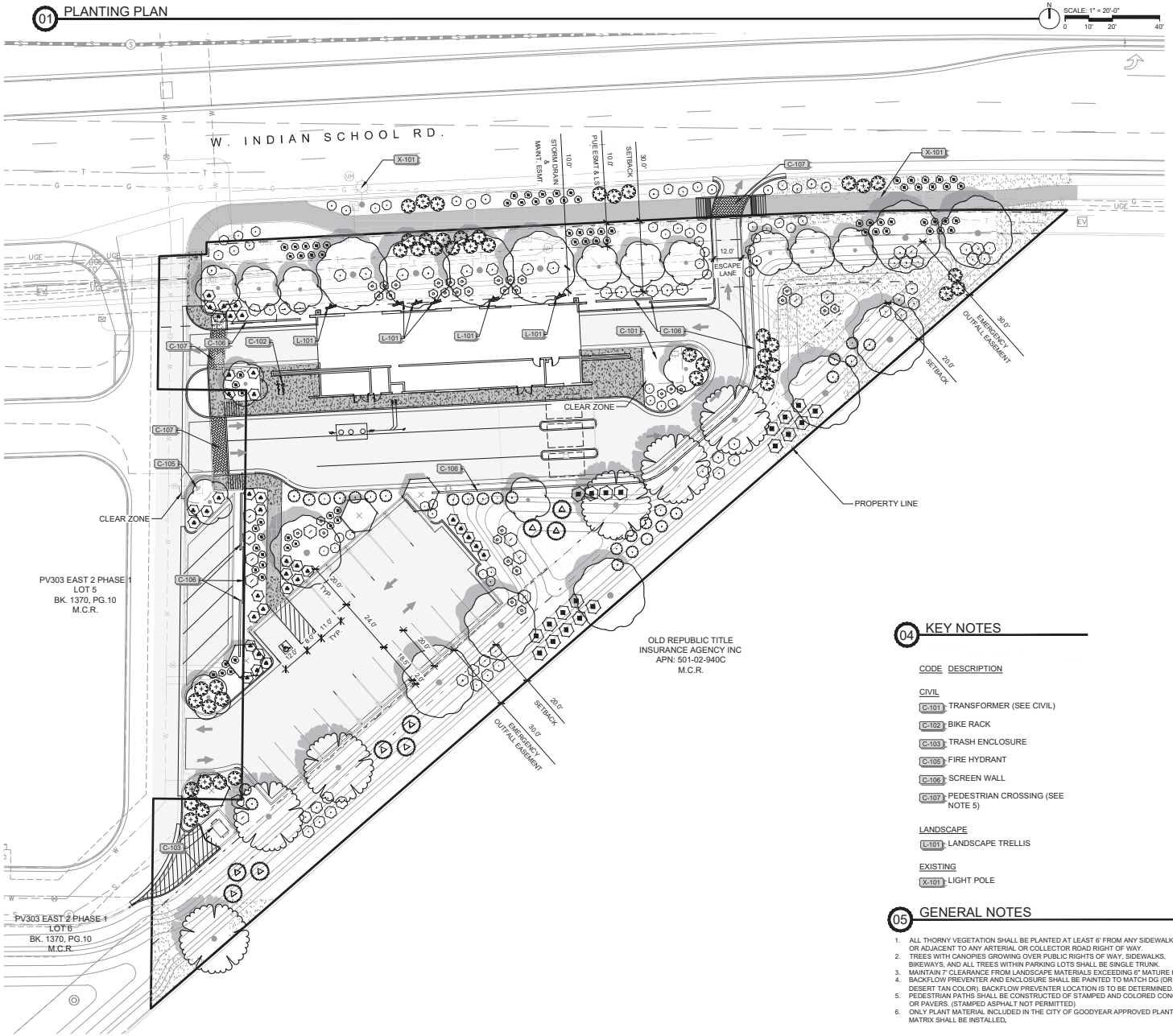
AO Architecture. Design. Relationships.

A1.0

Scale 1" = 20'-0"
Job No. 2024-0392
Date 2025-07-24

Attachment C

01 PLANTING PLAN



02 PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE	QTY	POLLINATOR
TREES				
	Acacia aneura Mulga	24" Box	4	Yes
	Caesalpinia cacalaco Cascalote	24" Box	14	Yes
	Prosopis velutina Velvet Mesquite	24" Box	6	Yes
	Ulmus parvifolia 'Sempervirens' Chinese Evergreen Elm	24" Box	12	No
SHRUBS				
	Leucophyllum langmaniae 'Lynn's Legacy' Lynn's Legacy Langman's Sage	5 gal.	52	Yes
	Russelia equisetiformis Coral Fountain	5 gal.	28	No
	Salvia clevelandii Chaparral Sage	5 gal.	20	Yes
ACCENTS				
	Fouquieria splendens Ocotillo	5 gal.	9	No
	Hesperaloe funifera Giant Hesperaloe	5 gal.	12	No
	Hesperaloe parviflora Red Yucca	5 gal.	33	No
GROUND COVERS				
	Dalea greggii Trailing Indigo Bush	5 gal.	39	Yes
	Eremophila x 'Outback Sunrise' 'Outback Sunrise' Emu	5 gal.	44	Yes
	Lantana montevidensis Purple Trailing Lantana	5 gal.	56	Yes
ORN. GRASSES				
	Bouteloua gracilis 'Blonde Ambition' Blonde Ambition Blue Grama	5 gal.	76	No
VINES				
	Antigonon leptopus Coral Vine	5 gal.	6	Yes
	3/4" SCREENED ROCK (I.E., DECOMPOSED GRANITE) TO BE INSTALLED TO A DEPTH OF AT LEAST 2"			
	STAMPED AND COLORED CONCRETE			

04 KEY NOTES

CODE	DESCRIPTION
CIVIL	
C-101	TRANSFORMER (SEE CIVIL)
C-102	BIKE RACK
C-103	TRASH ENCLOSURE
C-105	FIRE HYDRANT
C-106	SCREEN WALL
C-107	PEDESTRIAN CROSSING (SEE NOTE 5)
LANDSCAPE	
L-101	LANDSCAPE TRELLIS
EXISTING	
X-101	LIGHT POLE

03 LANDSCAPE REQUIREMENTS

City of Goodyear Landscpe Requirements		
Requirement	Required Size/Quantity	Provided Size/Quantity
General Landscape		
Min. 15% net Site Area (30,917 SF) to be landscaped	4,637 SF	34,719.75 sf
50% Min. 24" Box Trees (21 Total)	(11) 24" Box Trees Min.	(21) 24" Box Trees
50% Min. Love Coverage in all Landscape Areas	50% Live Coverage	Provided
Retention Basin Slopes 6:1 Max Slopes	6:1 Max Slopes	Provided
15 Gal. Min Tree Sizes	6' Ht., 4' Sp., 1 1/4" Cal.	Povided
24" Box Min. Tree Sizes	10' Ht., 6' Sp., 2" Cal.	Provided
Streetscape		
W Indian School Road (364 LF) 1 Tree/ 25 LF	15 Trees	15 Trees
Parking Lot		
1 Tree per Island (6 Total)	6 Trees	6 Trees
5 Shrubs (5 Gal.) per Island (30 Total)	30 Shrubs (5 Gal.)	47 Shrubs (5 Gal.)

05 GENERAL NOTES

1. ALL THORNY VEGETATION SHALL BE PLANTED AT LEAST 6' FROM ANY SIDEWALK WITHIN OR ADJACENT TO ANY ARTERIAL OR COLLECTOR ROAD RIGHT OF WAY.
2. TREES WITH CANOPIES GROWING OVER PUBLIC RIGHTS OF WAY, SIDEWALKS, BIKEWAYS, AND ALL TREES WITHIN PARKING LOTS SHALL BE SINGLE TRUNK.
3. MAINTAIN 7' CLEARANCE FROM LANDSCAPE MATERIALS EXCEEDING 6" MATURE HEIGHT
4. BACKFLOW PREVENTER AND ENCLOSURE SHALL BE PAINTED TO MATCH DG (OR DESERT TAN COLOR). BACKFLOW PREVENTER LOCATION IS TO BE DETERMINED.
5. PEDESTRIAN PATHS SHALL BE CONSTRUCTED OF STAMPED AND COLORED CONCRETE OR PAVERS. (STAMPED ASPHALT NOT PERMITTED)
6. ONLY PLANT MATERIAL INCLUDED IN THE CITY OF GOODYEAR APPROVED PLANT MATRIX SHALL BE INSTALLED.

Bowman

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Phone (520) 463-3300
www.bowmanconsulting.com

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PLANTING PLAN
SUPERSTAR CAR WASH
SEC INDIAN SCHOOL ROAD AND 166TH AVENUE
GOODYEAR, AZ
MARICOPA COUNTY

VALUE

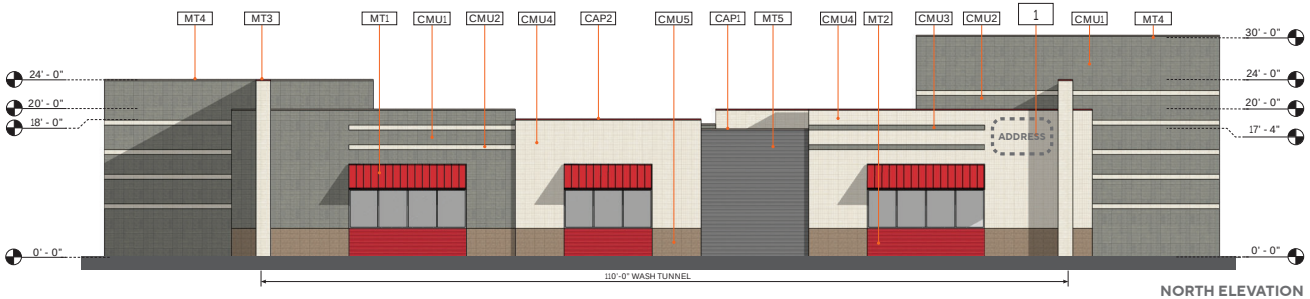
REGISTERED LANDSCAPE ARCHITECT
76820
CHRISTOPHER LARIA
07/23/25
ARIZONA, U.S.A.

PLAN STATUS

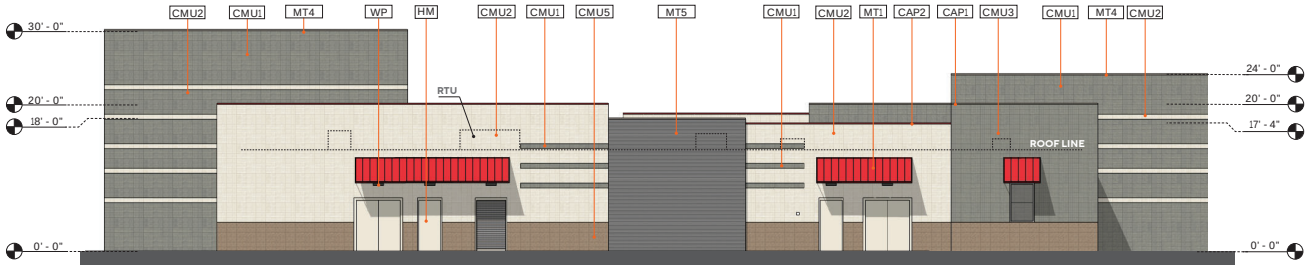
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DATE : 7.22.25	
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SHEET 01 OF 01	

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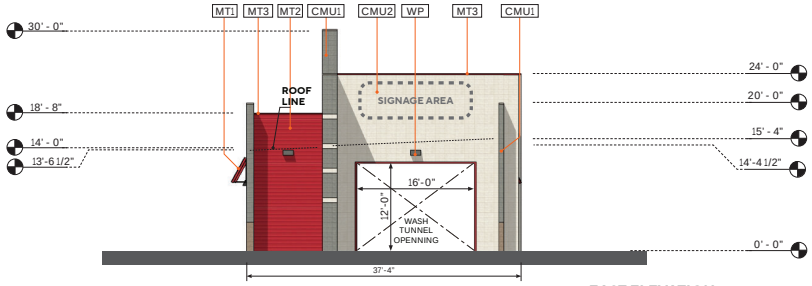
Attachment D



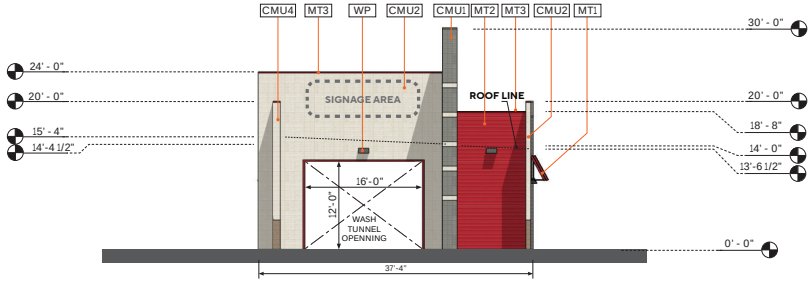
NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



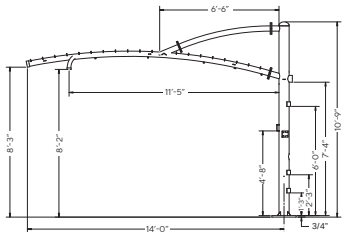
WEST ELEVATION

KEYNOTES

1 ADDRESS LOCATION TO INCLUDE SIZE (12 INCHES) AND STROKE (3 INCHES) NUMBERS

NOTES:

* ROOFTOP EQUIPMENT SHALL BE FULLY CONCEALED BY A PARAPET THAT IS AT LEAST AS TALL AS THE EQUIPMENT ITSELF, AS TO SCREEN THE EQUIPMENT FROM VIEW OF SURROUNDING PROPERTIES, INCLUDING ROADWAYS.
* ROOF ACCESS LADDERS SHALL BE INTERNALIZED WITHIN THE BUILDING.
* ROOF DRAINS/DOWNSPOUTS SHALL BE INTERNALIZED WITHIN THE BUILDING.
* S.E.S. PAINTED TO MATCH BUILDING.



KEY	DESCRIPTION
MASONRY	
CMU-1	8" X 8" X 16 - MANUFACTURE: SUPERLITE TYPE: STANDARD BLOCK - PATTERN: STACK BOND PAINTED TO MATCH PT-1 (STONE MASON DET615)
CMU-2	8" X 8" X 16 - MANUFACTURE: SUPERLITE TYPE: STANDARD BLOCK - PATTERN: STACK BOND PAINTED TO MATCH PT-2 (HISTORIC WHITE DET653)
CMU-3	12" X 8" X 16" (8"X8") - MANUFACTURE: SUPERLITE TYPE: STANDARD BLOCK - PATTERN: STACK BOND - RAKED FINISH PAINTED TO MATCH PT-1 (STONE MASON DET615)
CMU-4	12" X 8" X 16" (8"X8") - MANUFACTURE: SUPERLITE TYPE: STANDARD BLOCK - PATTERN: STACK BOND - RAKED FINISH PAINTED TO MATCH PT-2 (HISTORIC WHITE DET653)
CMU-5	12" X 8" X 16" (8"X8") - MANUFACTURE: ECHELON MASONRY TYPE: TRENDSTONE - PATTERN: STACK BOND INTEGRAL COLOR "HUNTINGTON GRAY"
METAL	
MT-1	METAL CANOPY - COLOR TO MATCH PT-3
MT-2	RIBBED METAL PANELS WALL SIDING BY RIVERSIDE SHEET METAL - COLOR "CARDINAL RED"
MT-3	METAL FLASHING - COLOR TO MATCH PT-3
MT-4	METAL FLASHING - COLOR TO MATCH PT-4
MT-5	RIBBED METAL PANELS WALL SIDING BY RIVERSIDE SHEET METAL - COLOR "MUSKET GRAY"
MISC	
CAP-1	2" CMU CAP - COLOR TO MATCH PT-4
CAP-2	2" CMU CAP - COLOR TO MATCH PT-3
CT	CANOPY TUBE - ARCHES AND COLUMNS COLOR: PT-2
FA	FABRIC SHADE COVER, MANU: GALE PACIFIC USA INC. - COLOR: CHERRY RED
HM	HOLLOW METAL DOORS / FRAMES PAINTED COLOR: DOOR TO MATCH WALL COLOR
WP	WALL PACK LIGHTING
PAINT	
PT-1	DUNN EDWARDS - STONE MASON DET615
PT-2	DUNN EDWARDS - HISTORIC WHITE DET653
PT-3	COLOR TO MATCH "CARDINAL RED"
PT-4	DUNN EDWARDS - DRIFTING - DEC770
OTHER	
S	SIGNAGE LOCATION, UNDER A SEPARATE PERMIT



Scale: N.T.S.

PAY STATIONS

SUPER STAR CAR WASH

LOOP 303 & INDIAN SCHOOL

SEC LOOP 303 & W. INDIAN SCHOOL ROAD GOODYEAR - AZ 85395

EXTERIOR ELEVATIONS (COLOR)

AO Architecture. Design. Relationships.

A4.0

Scale 1/8" = 1'-0"
N . 2024-0392
Da e 2025-07-24

MD ACOUSTICS
Sound Solutions for Planning and Design
www.mdacoustics.com

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4960 S. Gilbert Road, Ste 1-461
Chandler, AZ 85249
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CA Office
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Simi Valley, CA 93065
p. (805) 426-4477

April 24, 2025

Ms. Chelsea Austin
SSCW Companies
960 W. Behrend Drive, Suite 1
Phoenix, AZ 85027

Subject: SuperStar Express Car Wash at Loop 303 & Indian School – Noise Impact Study – City of Goodyear, AZ

Dear Ms. Austin:

MD Acoustics, LLC (MD) has completed a noise assessment for the proposed SuperStar Express Car Wash located near the southeast corner of Arizona State Route 303 and Indian School Road in the City of Goodyear, AZ. This assessment reviews the projected car wash operational noise levels and compares them to the City's noise ordinance. The project proposes a 113-foot car wash tunnel with 17 covered vacuum bays. For your convenience, a noise fundamentals section is provided in Appendix A to explain noise-related terms.

1.0 Assessment Overview

This assessment evaluates the projections of operational noise and compares them to the City's noise ordinance for informational purposes. The project location map is located in Exhibit A. The site plan utilized for the project is indicated in Exhibit B. The project site is zoned as single family residential. Land uses surrounding the site include general commercial to the north, vacant land to the west and south, and single family residential to the southeast and east. The nearest residences are approximately 490 feet to the southwest of the site.

2.0 Local Acoustical Requirements

The City of Goodyear provides its noise regulations within Chapters 9 and 11 of the Municipal Code. The General Plan states in Standard 42 that land uses that create significant noise shall not extend beyond property lines.

Article 9-1 FREEWAY DEVELOPMENT OVERLAY DISTRICT

9-1-2 Applicability.

All residential development and other noise sensitive land uses located within five hundred (500) feet of Freeway alignments shall comply with the provisions of this Overlay District. Noise sensitive land uses shall include schools, places of worship, childcare facilities, hospitals, nursing homes, libraries, and similar facilities, as determined by the Zoning Administrator, or his or her designee. Abatement measures are generally not required for new commercial and industrial developments. Abatement measures are generally required only with respect to structures designed for human occupancy within the specified distance from the Freeway right-of-way boundaries.

9-1-3 Sound Attenuation Plan.

A. 2. The sound attenuation plan shall include the proposed attenuation measures needed to reasonably predict that the projected exterior noise levels on the property at ground level shall not exceed the (Leq) sixty-seven (67) dBA noise level.

These regulations do not apply to the project but can be used as a point of reference for noise-sensitive uses and their limits.

Chapter 11 OFFENSES

11-1-8 Noise.

Operation of construction or landscaping equipment. It shall be unlawful for any person to operate equipment or perform any outside construction, landscaping, or repair work on residences, buildings, structures, or projects or to operate any pile driver, power shovel, electric-, battery-, or gasoline-powered blower, hedge, or tree trimming equipment, pneumatic hammer, derrick, power hoist or any other construction or landscaping type device within a residential zoning district, or within 500 feet of a residential zoning district, except within the time periods specified herein, unless a permit has been obtained beforehand from the City Manager or his or her authorized representative.

(E) Construction and landscaping start/stop times.

(1) Concrete. From April 15th to October 15th inclusive, concrete may be poured each day between the hours of 5:00 a.m. and 7:00 p.m. or at such times as authorized by permit. From October 16th to April 14th inclusive, concrete may be poured each day between the hours of 6:00 a.m. to 7:00 p.m. or at such times as authorized by permit.

(2) All other construction, landscaping, or repair work activities in residential zoning districts or within 500 feet of a residential zoning district. . From April 15th to October 15th inclusive, construction, landscaping, or repair work shall not begin prior to 6:00 a.m. and must stop by 7:00 p.m. each day in or within 500 feet of a residential zoning district or at such times as authorized by permit. From October 16th to April 14th inclusive, all other construction, landscaping, or repair work shall not begin prior to 7:00 a.m. and must stop by 7:00 p.m. each day in or within 500 feet of a residential zoning district or at such times as authorized by permit.

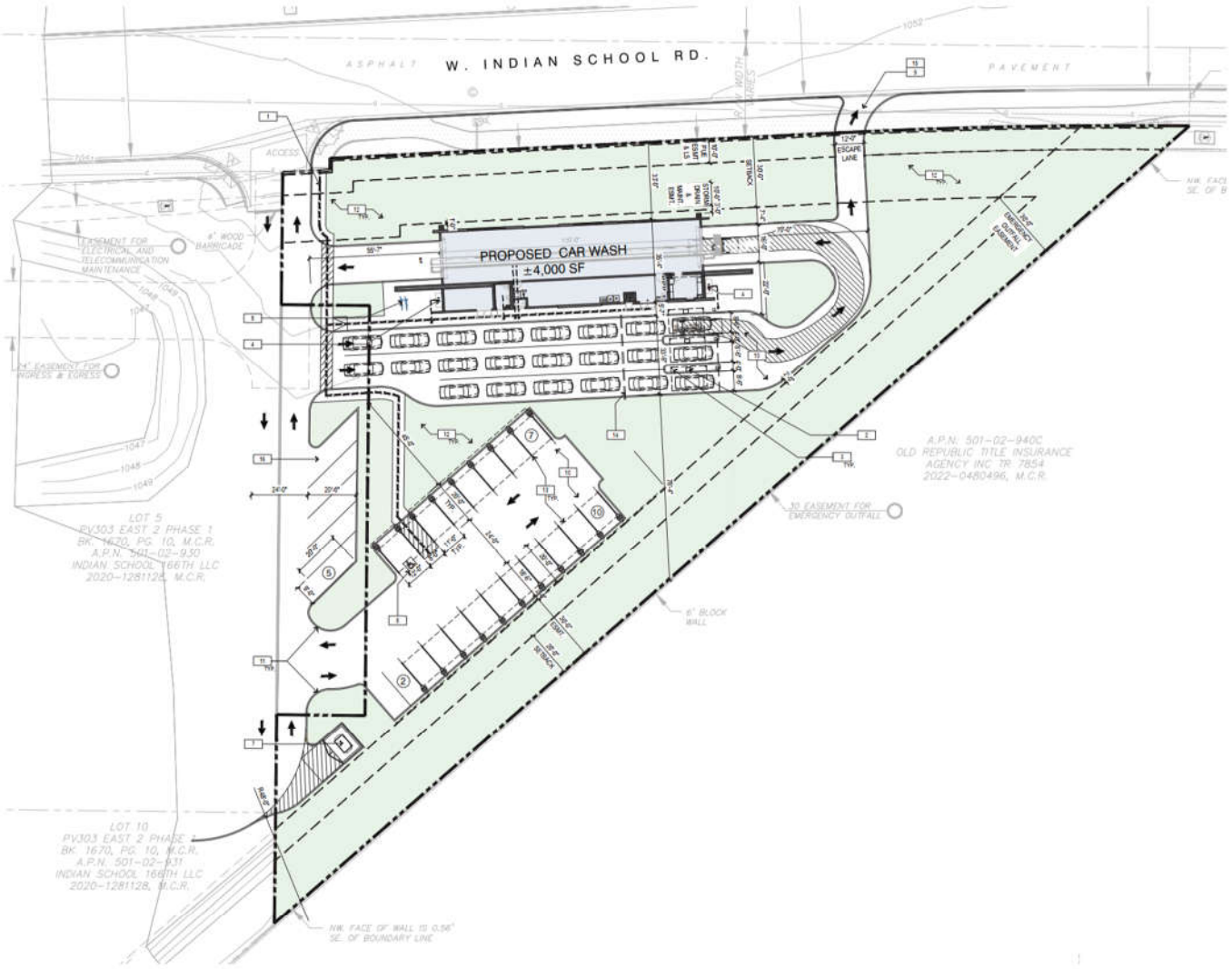
(3) Commercial and industrial zoning districts. Construction and repair work in commercial and industrial zoning districts not within 500 feet of a residential zoning district may be conducted seven days a week, 24 hours a day at any time of the year.

(F) Weekends and holidays. Notwithstanding the foregoing, construction, landscaping, or repair work within a residential zoning district, or within 500 feet of a residential zoning district, shall not begin prior to 7:00 a.m. and must stop by 7:00 p.m. on any Saturday, Sunday or a legally recognized city holiday, unless such other times are authorized by permit.

Exhibit A
Location Map



Exhibit B
Site Plan





VICINITY MAP N.T.S.

SITE DATA TABLE

GENERAL		
ADDRESS	SEC LOOP 303 & W. INDIAN SCHOOL ROAD, GOODYEAR AZ 85395	
ZONING	PAD (PLANNED AREA DEVELOPMENT) W/ APPLIED C-3 (GENERAL COMMERCIAL DISTRICT)	
PROPOSED USE	AUTOMATED EXPRESS, FULL-SERVICE CAR WASH (1 FIT CARWASH BAY / TUNNEL)	
HOURS OF OPERATION	7AM - 7PM (12 HOURS)	
ASSESSOR PARCEL NO.	501-02-932	
SITE GROSS AREA	SELECTED PORTION = ± 56,165 SF / ± 1.29 AC	
BUILDING GROSS AREA	± 4,000 SF	
CONSTRUCTION TYPE	V-B / FULLY-SPRINKLERED	
OCCUPANCY	B - BUSINESS	
	REQUIRED / ALLOWED	PROVIDED
MAX. FLOOR AREA RATIO	-	0.071 / (± 4,000 SF)
MAX. LOT COVERAGE	MAX. 50%	7.12% (± 4,000 SF)
LANDSCAPE COVERAGE	-	30% LANDSCAPE PLAN
MAX. STORIES	-	1
MAX. BUILDING HEIGHT	56'-0"	30'-0"
MIN. FRONT YARD SETBACK	30'-0"	31'-0"
MIN. SIDE SETBACK	-	-
MIN. REAR SETBACK	-	-
PARKING CALCULATIONS		
PARKING SPACES PROVIDED		
8'X20' REGULAR PARKING	-	
12'X20' ADA ACCESSIBLE VACUUM BAYS (1 VAN ACCESSIBLE)	1 SPACE (INCLUDES 1'-6" OVERHANG)	
11'X20' REGULAR VACUUM BAYS	16 SPACES (INCLUDES 1'-6" OVERHANG)	
TOTAL VACUUM BAYS	17 SPACES	
PARKING	REQUIRED	PROVIDED
SEC. 6-4-2	2 SPACES	2 SPACES

KEY NOTES:

1. PEDESTRIAN ACCESS (ADA COMPLIANT)
2. THREE LANE QUEUE AND P.O.S. TERMINALS, TYP.
3. CONCRETE PAD
4. SERVICE ENTRANCE SECTION, OPTION LOCATIONS WITH FINAL LOCATION TO BE DETERMINED BY POWER.
5. BICYCLE PARKING
6. NOT USED.
7. TRASH ENCLOSURE PER CITY STANDARDS
8. ACCESSIBLE PARKING, SIGNAGE AND STRIPING PER CITY STANDARDS.
9. VEHICLE ESCAPE LANE
10. CONCRETE PAVING
11. 6" CURB & GUTTER
12. LANDSCAPING
13. 12'x20' VACUUM STATIONS
14. LPR ARCH
15. RIGHT-OUT ONLY
16. PROPOSED 45 DEGREE PARKING

SUPER STAR CAR WASH

LOOP 303 & INDIAN SCHOOL
SEC LOOP 303 & W. INDIAN SCHOOL ROAD | GOODYEAR - AZ 85395

SITE PLAN
SCALE: 1" = 20'-0"

AO Architecture. Design. Relationships.

A1.0

3.0 Study Method and Procedure

SoundPLAN Acoustic Model

SoundPLAN (SP) acoustical modeling software was utilized to model future worst-case stationary noise impacts to the adjacent land uses. SP is capable of evaluating multiple stationary noise source impacts at various receiver locations. SP's software utilizes algorithms (based on the inverse square law and reference equipment noise level data) to calculate noise level projections. The software allows the user to input specific noise sources, spectral content, sound barriers, building placement, topography, and sensitive receptor locations.

The future worst-case noise level projections were modeled using referenced sound level data for the various stationary on-site sources (vacuums, vacuum turbine motors, and car wash blowers at the exit). The model assumes that the car wash tunnel and equipment building is approximately 4,000 square feet. The tunnel is approximately 113 feet long with a 12-foot-tall by 16-foot-wide exit and entrance opening.

The blowers (an IDC Black Widow blower system or equivalent) were modeled at 10 feet high as point sources. The blowers will be located approximately 5 to 10 feet inside the exit of the tunnel. The reference equipment sound level data is provided in Appendix C.

The SP model assumes a total of 17 vacuums and the dryer system are operating simultaneously (worst-case scenario) when in actuality the noise will be intermittent and lower in noise level. The reference vacuum equipment sound level data is provided in Appendix C.

All other noise-producing equipment (e.g., compressors, pumps) will be housed within mechanical equipment rooms.

4.0 Findings and Recommendations

Existing Exterior Noise

Three (3) 15-minute ambient noise measurements were conducted at the project site on November 5th, 2024. The sound level meter measured the 15-minute Leq, Lmin, Lmax, and other statistical data (e.g., L2, L8…). The noise measurement was taken to determine the existing ambient noise levels. Noise data indicates that traffic along Indian School Road is the primary source of noise impacting the site and the adjacent uses. This assessment utilizes the ambient noise data as a basis and compares project operational levels to said data.

The results of the short-term noise data are presented in Table 1.

Table 1: Short-Term Noise Measurement Data (dBA)[1]

Location	Start Time	Stop Time	Leq	Lmax	Lmin	L(2)	L(8)	L(25)	L(50)	L(90)
NM1	1:34 PM	1:49 PM	55.1	59.7	49.2	58.6	57.5	56.1	54.7	51.6
NM2	1:52 PM	2:07 PM	68.9	86.6	46.8	78.9	73.5	64.4	58.9	50.8
NM3	2:12 PM	2:27 PM	61.6	81.5	51.0	66.8	63.0	60.2	57.2	53.5

Notes:
1. Short-term noise monitoring locations are illustrated in Appendix B.

Noise data indicates the ambient noise level is at 55 to 69 dBA Leq near the project site and surrounding area. Additional field notes and photographs are provided in Appendix B.

For this evaluation, MD has compared the project's projected noise levels to the minimum existing ambient level near the residential properties.

Future Exterior Noise

Sensitive receptors affected by the project operational noise include residences to the southeast and east. A total of three (3) receptors were modeled to accurately evaluate the future operational noise levels at the sensitive receptors. A yellow dot denotes a receptor. R1, R2, and R3 represent the noise level at the residential uses to the southeast of the project site. R4 and R5 represent the future commercial properties.

Table 2 presents the measured ambient noise level, the project's noise level, and the combined project plus ambient noise level condition. Ambient noise levels were determined by noise measurement. See Appendix D for SoundPLAN inputs and outputs.

Table 2: Worst-Case Predicted Operational Noise Levels (dBA)[1]

Receptor[1]	Existing Ambient Noise Level (dBA, Leq)[2]	Project Noise Level (dBA, Leq)[3]	Total Combined Noise Level (dBA, Leq)	Change in Noise Level as Result of Project
1	55	37	55	0
2	55	34	55	0
3	55	34	55	0
4	62	65	67	5
5	62	57	63	1

Notes:
[1.] Receptors 1 and 2 represent residential properties. Receptor 3 represents a pickleball court. Receptor 4 represents the future commercial property line. Receptor 5 represents the future drive thru.
[2.] See Appendix B for the ambient noise measurement.
[3.] See Exhibit C for the operational noise level projections at said receptors.

Exhibit C shows the future noise level projections and contours based on the proposed project design. The model indicates that the project-only noise level will be up to 37 dBA Leq at the residential receptors. The project plus ambient noise level is projected to be up to 55 dBA Leq at the residential receptors. The project will not increase the existing ambient noise level at the residential uses. The adjacent commercial properties will be up to 65 dBA Leq.

The noise code doesn't have a specific standard for residential uses, but the traffic noise standard of 67 dBA Leq will be used as a guide. The combined noise level at the residential receptor is below this benchmark and, thus, will not be significant.

Increasing the height of the existing property line wall will not have a significant effect on the overall noise levels. See Appendix D.

5.0 Conclusions

MD is pleased to provide this noise review for the SuperStar Express Car Wash project. If you have any questions regarding this analysis, please call our office at (602) 774-1950.

Sincerely,
MD Acoustics, LLC

Sarah Ostergaard

Sarah Ostergaard, INCE-USA
Acoustical Consultant

Claire Pincock, INCE-USA
Sr. Acoustical Consultant

Exhibit C
Operational Noise Levels



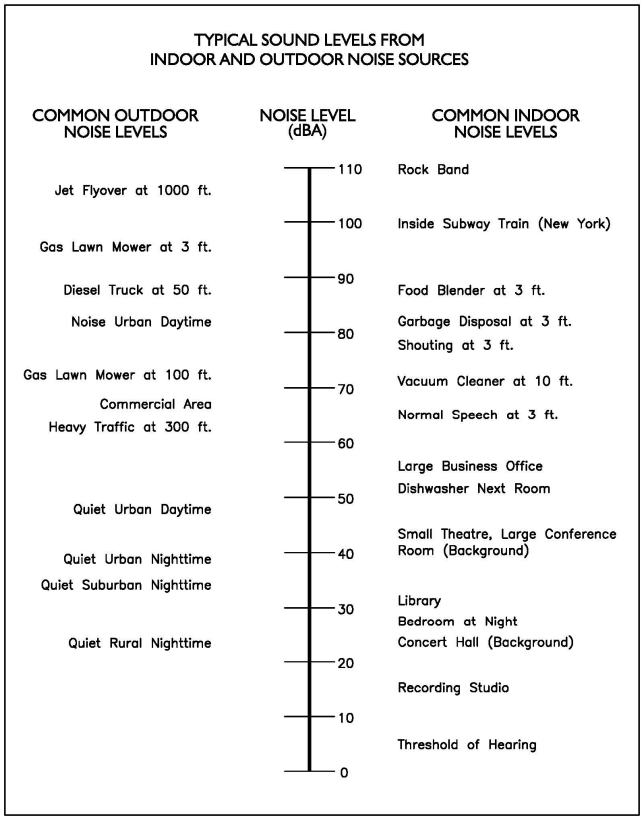
Appendix A
Fundamentals of Noise

1 Sound, Noise and Acoustics

Sound is a disturbance created by a moving or vibrating source and is capable of being detected by the hearing organs. Sound may be thought of as mechanical energy of a moving object transmitted by pressure waves through a medium to a human ear. For traffic, or stationary noise, the medium of concern is air. *Noise* is defined as sound that is loud, unpleasant, unexpected, or unwanted.

2 Frequency and Hertz

A continuous sound is described by its *frequency* (pitch) and its *amplitude* (loudness). Frequency relates to the number of pressure oscillations per second. Low-frequency sounds are low in pitch (bass sounding) and high-frequency sounds are high in pitch (squeak). These oscillations per second (cycles) are commonly referred to as Hertz (Hz). The human ear can hear from the bass pitch starting out at 20 Hz all the way to the high pitch of 20,000 Hz.



3 Sound Pressure Levels and Decibels

The *amplitude* of a sound determines it loudness. The loudness of sound increases or decreases as the amplitude increases or decreases. Sound pressure amplitude is measure in units of micro-Newton per square inch meter (N/m2), also called micro-Pascal (µPa). One µPa is approximately one hundred billionths (0.00000000001) of normal atmospheric pressure. Sound pressure level (SPL or L_p) is used to describe in logarithmic units the ratio of actual sound pressures to a reference pressure squared. These units are called decibels abbreviated dB. Exhibit C illustrates references sound levels for different noise sources.

4 Addition of Decibels

Because decibels are on a logarithmic scale, sound pressure levels cannot be added or subtracted by simple plus or minus addition. When two sounds or equal SPL are combined, they will produce an SPL 3 dB greater than the original single SPL. In other words, sound energy must be doubled to produce a 3 dB increase. If two sounds differ by approximately 10 dB, the higher sound level is the predominant sound.

5 Human Response to Changes in Noise Levels

In general, the healthy human ear is most sensitive to sounds between 1,000 Hz and 5,000 Hz, (A-weighted scale) and it perceives a sound within that range as being more intense than a sound with a higher or lower frequency with the same magnitude. For purposes of this report as well as with most environmental documents, the A-scale weighting is typically reported in terms of A-weighted decibel (dBA). Typically, the human ear can barely perceive the change in noise level of 3 dB. A change in 5 dB is readily perceptible, and a change in 10 dB is perceived as being twice or half as loud. As previously discussed, a doubling of sound energy results in a 3 dB increase in sound, which means that a doubling of sound energy (e.g. doubling the volume of traffic on a highway) would result in a barely perceptible change in sound level.

6 Noise Descriptors

Noise in our daily environment fluctuates over time. Some noise levels occur in regular patterns, others are random. Some noise levels are constant while others are sporadic. Noise descriptors were created to describe the different time-varying noise levels.

A-Weighted Sound Level: The sound pressure level in decibels as measured on a sound level meter using the A-weighted filter network. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the response of the human ear. A numerical method of rating human judgment of loudness.

Ambient Noise Level: The composite of noise from all sources, near and far. In this context, the ambient noise level constitutes the normal or existing level of environmental noise at a given location.

Community Noise Equivalent Level (CNEL): The average equivalent A-weighted sound level during a 24-hour day, obtained after addition of five (5) decibels to sound levels in the evening from 7:00 to 10:00 PM and after addition of ten (10) decibels to sound levels in the night before 7:00 AM and after 10:00 PM.

Decibel (dB): A unit for measuring the amplitude of a sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micro-pascals.

dB(A): A-weighted sound level (see definition above).

Equivalent Sound Level (LEQ): The sound level corresponding to a steady noise level over a given sample period with the same amount of acoustic energy as the actual time varying noise level. The energy average noise level during the sample period.

Habitable Room: Any room meeting the requirements of the Uniform Building Code or other applicable regulations which is intended to be used for sleeping, living, cooking or dining purposes, excluding such enclosed spaces as closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage spaces, cellars, utility rooms and similar spaces.

L(n): The A-weighted sound level exceeded during a certain percentage of the sample time. For example, L10 in the sound level exceeded 10 percent of the sample time. Similarly L50, L90 and L99, etc.

Noise: *A*ny unwanted sound or sound which is undesirable because it interferes with speech and hearing, or is intense enough to damage hearing, or is otherwise annoying. The State Noise Control Act defines noise as "...excessive undesirable sound...".

Outdoor Living Area: Outdoor spaces that are associated with residential land uses typically used for passive recreational activities or other noise-sensitive uses. Such spaces include patio areas, barbecue areas, jacuzzi areas, etc. associated with residential uses; outdoor patient recovery or resting areas associated with hospitals, convalescent hospitals, or rest homes; outdoor areas associated with places of worship which have a significant role in services or other noise-sensitive activities; and outdoor school facilities routinely used for educational purposes which may be adversely impacted by noise. Outdoor areas usually not included in this definition are: front yard areas, driveways, greenbelts, maintenance areas and storage areas associated with residential land uses; exterior areas at hospitals that are not used for patient activities; outdoor areas associated with places of worship and principally used for short-term social gatherings; and, outdoor areas associated with school facilities that are not typically associated with educational uses prone to adverse noise impacts (for example, school play yard areas).

Percent Noise Levels: See L(n).

Sound Level (Noise Level): The weighted sound pressure level obtained by use of a sound level meter having a standard frequency-filter for attenuating part of the sound spectrum.

Sound Level Meter: An instrument, including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement and determination of noise and sound levels.

Single Event Noise Exposure Level (SENEL): The dB(A) level which, if it lasted for one second, would produce the same A-weighted sound energy as the actual event.

7 Sound Propagation

As sound propagates from a source it spreads geometrically. Sound from a small, localized source (i.e., a point source) radiates uniformly outward as it travels away from the source in a spherical pattern. The sound level attenuates at a rate of 6 dB per doubling of distance. The movement of vehicles down a roadway makes the source of the sound appear to propagate from a line (i.e., line source) rather than a point source. This line source results in the noise propagating from a roadway in a cylindrical spreading versus a spherical spreading that results from a point source. The sound level attenuates for a line source at a rate of 3 dB per doubling of distance.

As noise propagates from the source, it is affected by the ground and atmosphere. Noise models use hard site (reflective surfaces) and soft site (absorptive surfaces) to help calculate predicted noise levels. Hard site conditions assume no excessive ground absorption between the noise source and the receiver. Soft site conditions such as grass, soft dirt or landscaping attenuate noise at a rate of 1.5 dB per doubling of distance. When added to the geometric spreading, the excess ground attenuation results in an overall noise attenuation of 4.5 dB per doubling of distance for a line source and 7.5 dB per doubling of distance for a point source.

Research has demonstrated that atmospheric conditions can have a significant effect on noise levels when noise receivers are located 200 feet from a noise source. Wind, temperature, air humidity and turbulence can further impact have far sound can travel.

Appendix B
Field Sheet

15-Minute Continuous Noise Measurement Datasheet - NM-1, NM-2, NM-3

Project Name:	303 & Indian School
Project: #/Name:	0222-2024-016
Site Address/Location:	Loop 303 & Indian School Rd
Date:	11/05/2024
Field Tech/Engineer:	

Site Observations:

Measurement one was taken approximately 140 feet from the pickleball courts and 47 feet from the road. Pickleball playing could be heard at this location. Location 2 is approximately 116 feet from W Indian School Road. Several Jets flew over during the measurement. Location 3 was taken 124 feet from W Indian School Rd. Indian school road was the main source of noise.

Sound Meter:	XL2, NTI	**SN:**	A2A-16164-E0
Settings:	A-weighted, slow, 1-sec, 15-minute interval		
Site Id:	NM-1, NM-2, NM-3		



MD ACOUSTICS

15-Minute Continuous Noise Measurement Datasheet - Cont. - NM-1, NM-2, NM-3

Project Name:	303 & Indian School	**Calibrator:**	
Site Address/Location:	Loop 303 & Indian School Rd	**Cal Check: Pre-test:**	**Post Test:**
Site Id:	NM-1, NM-2, NM-3		

Figure 1: NM-1



Figure 2: NM-2



Figure 3: NM-3

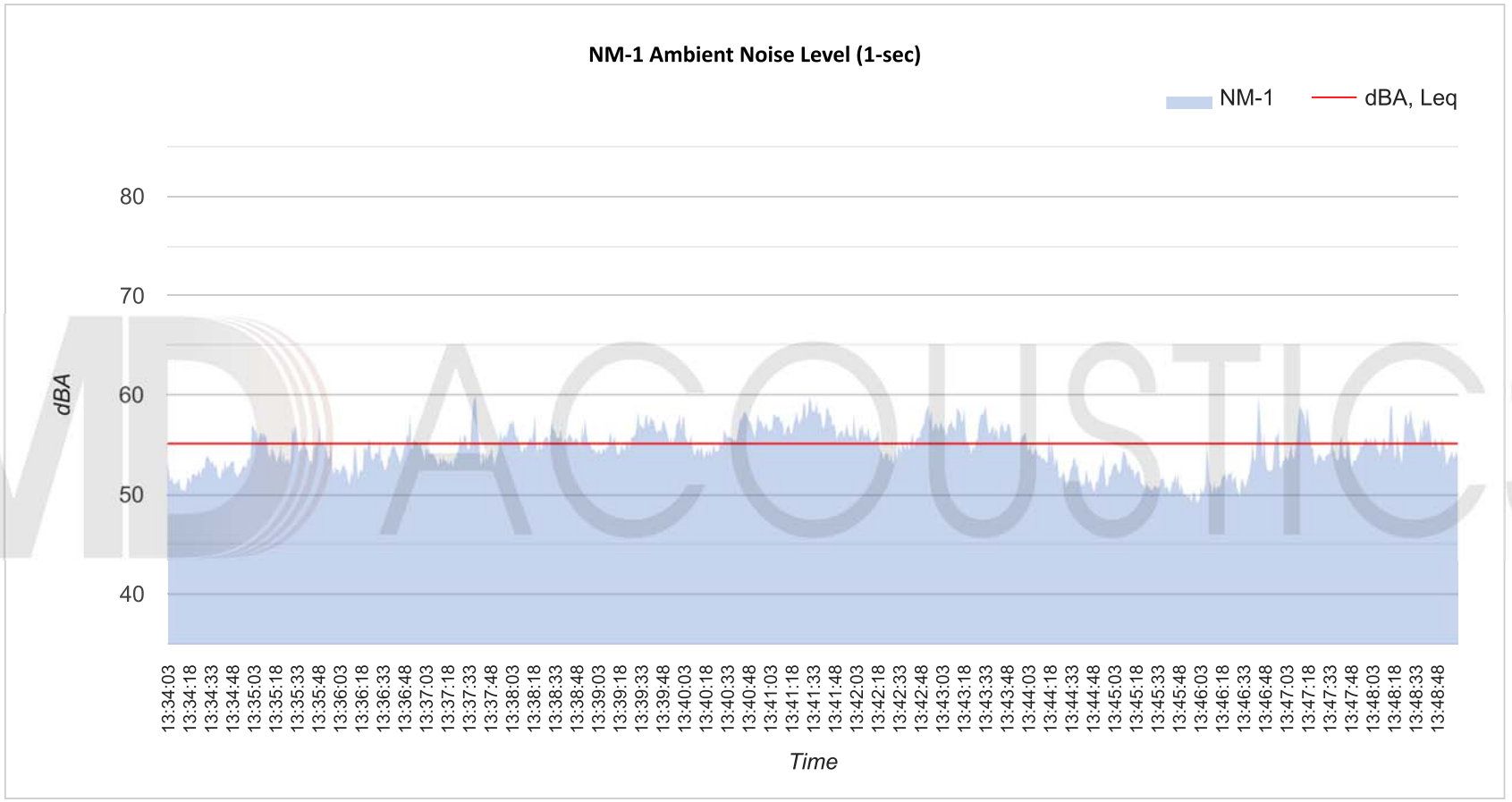


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
NM-1	1:34 PM	1:49 PM	55.1	59.7	49.2	58.6	57.5	56.1	54.7	51.6
NM-2	1:52 PM	2:07 PM	68.9	86.6	46.8	78.9	73.5	64.4	58.9	50.8
NM-3	2:12 PM	2:27 PM	61.6	81.5	51.0	66.8	63	60.2	57.2	53.5

15-Minute Continuous Noise Measurement Datasheet - Cont. - NM-1

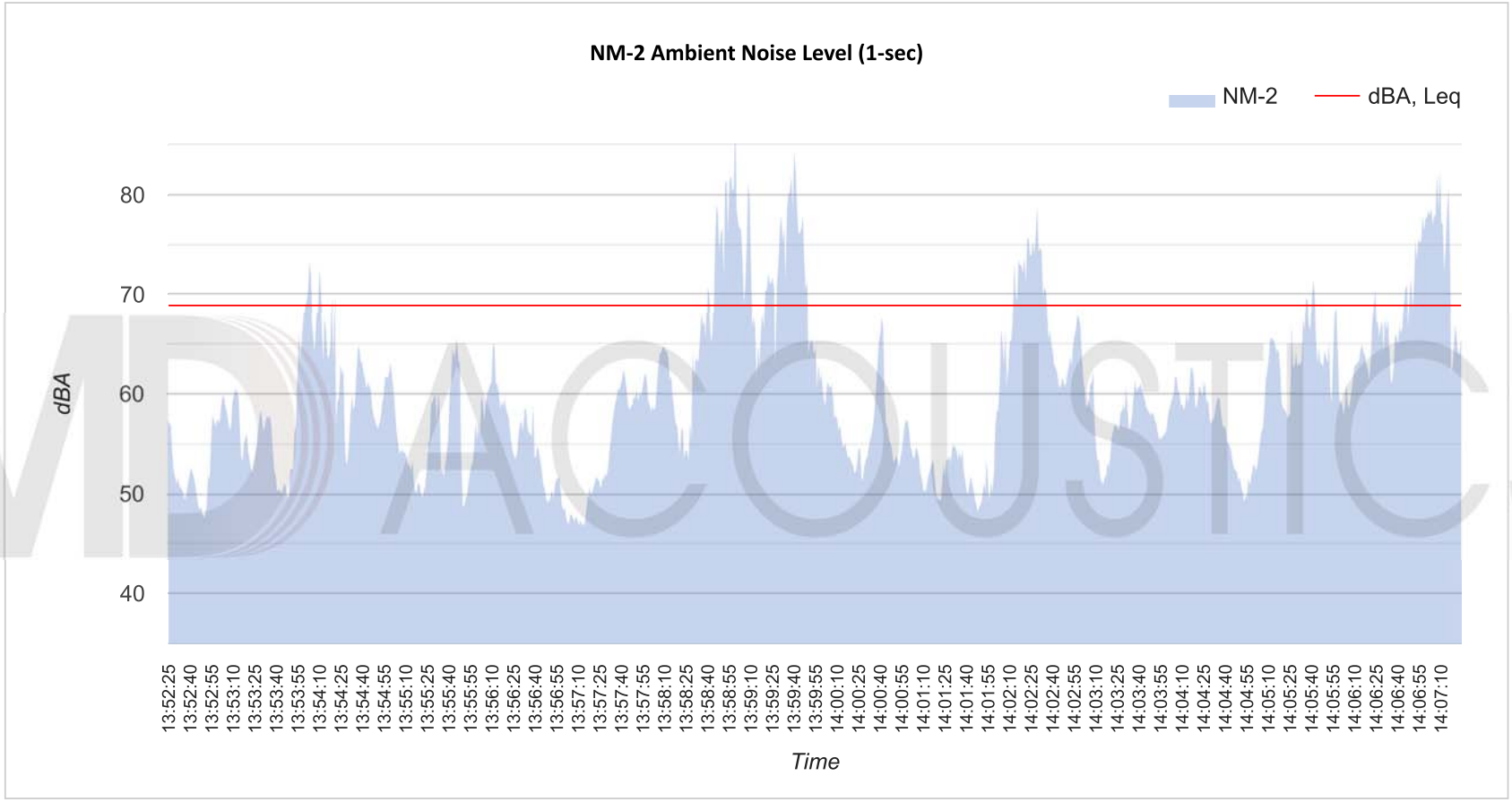
Project Name:	303 & Indian School	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Loop 303 & Indian School Rd	**Meteorological Cond.:**	Clear Skies, 80degrees	Approximately 140feet from Pickleball Courts	
Site Id:	NM-1	**Ground Type:**	soft		



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15-Minute Continuous Noise Measurement Datasheet - Cont. - NM-2

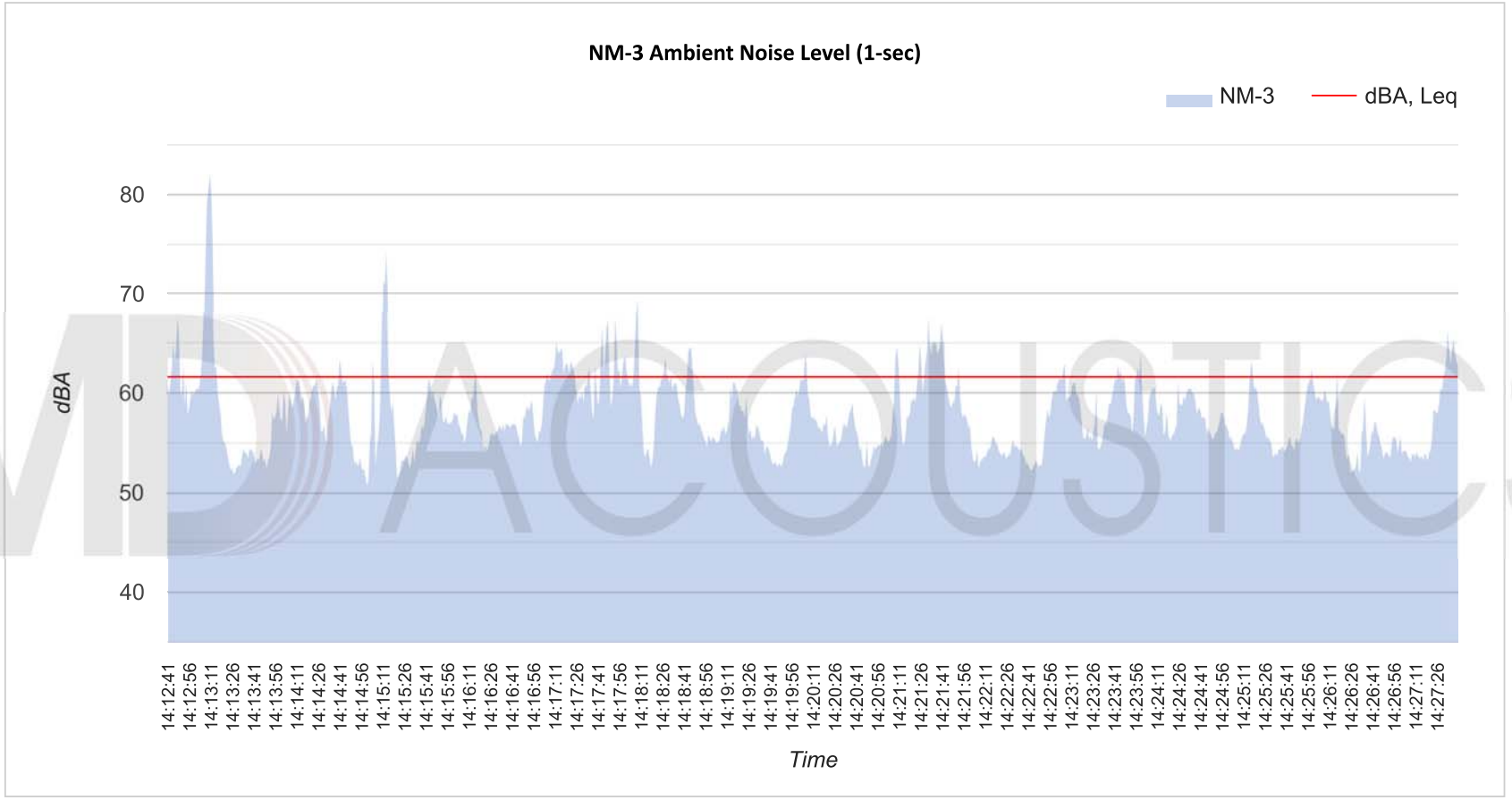
Project Name:	303 & Indian School	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Loop 303 & Indian School Rd	**Meteorological Cond.:**	Clear Skies, 80 degrees		
Site Id:	NM-2	**Ground Type:**	soft		



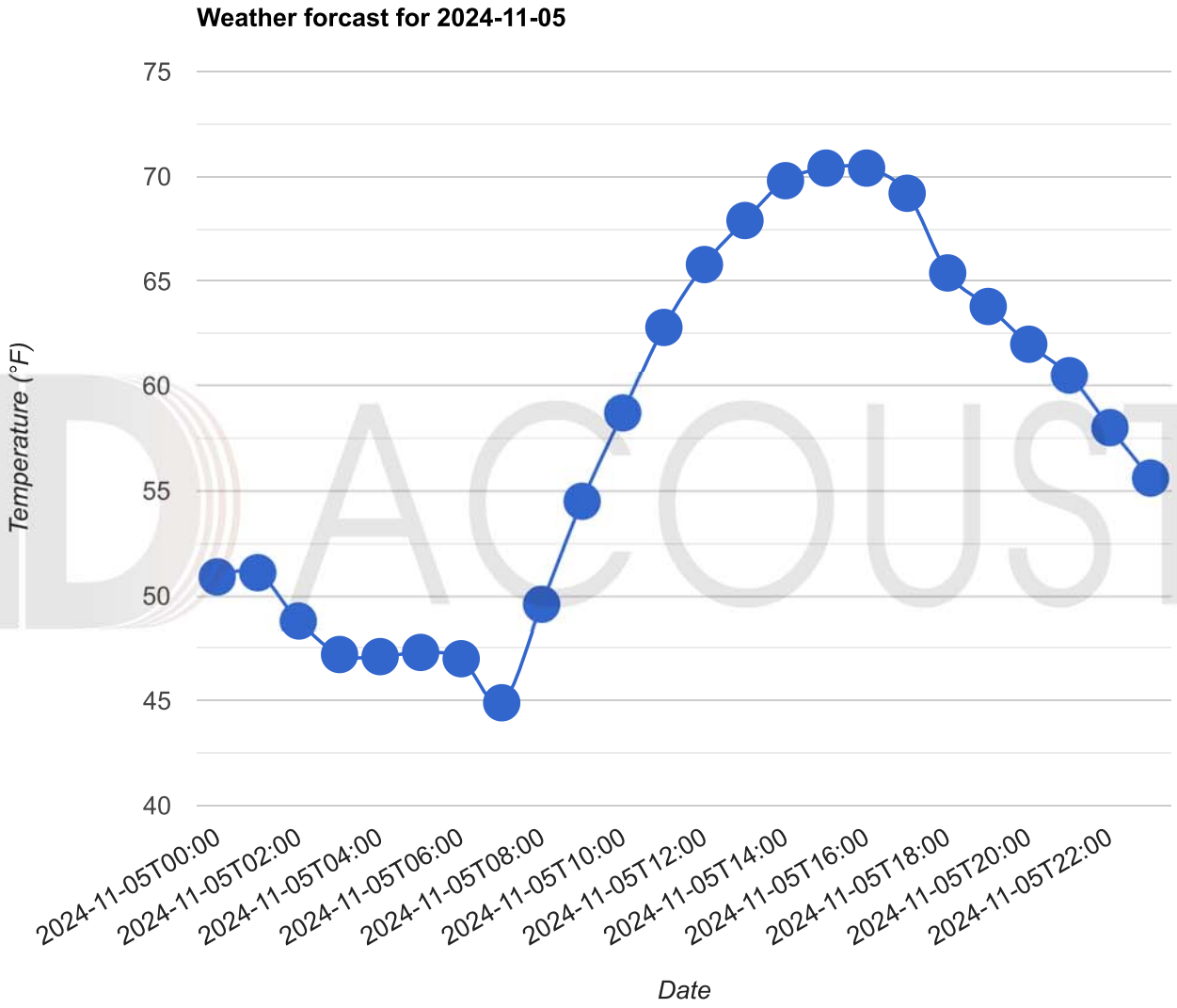
MD ACOUSTICS

15-Minute Continuous Noise Measurement Datasheet - Cont. - NM-3

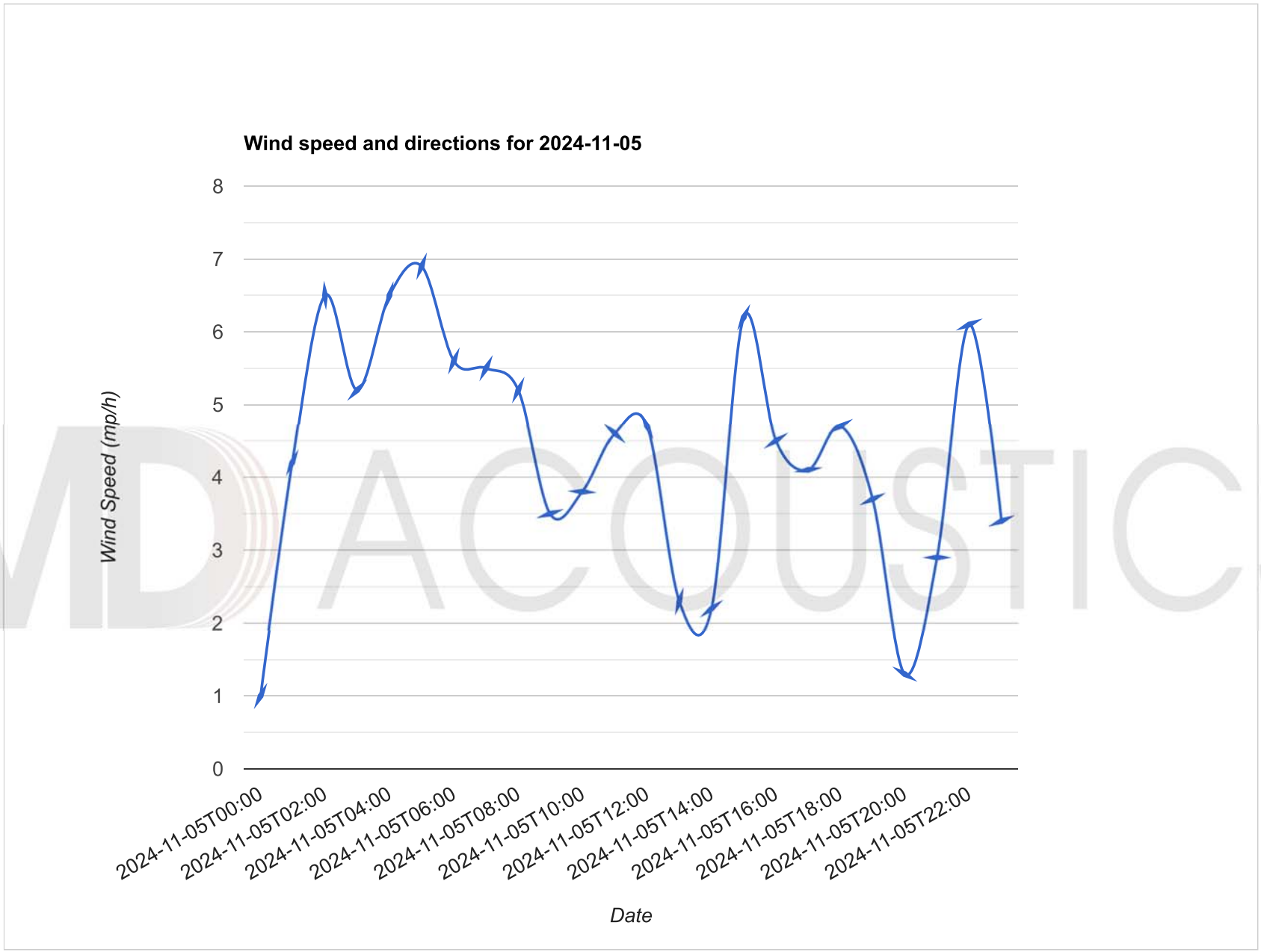
Project Name:	303 & Indian School	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Loop 303 & Indian School Rd	**Meteorological Cond.:**	Clear Skies, 80 degrees		
Site Id:	NM-3	**Ground Type:**	Soft		



MD ACOUSTICS



MD ACOUSTICS



Source: Global Forecast System (GFS) weather forcast model

Appendix C
Sound Reference Data

INTERNATIONAL DRYING
CORPORATION

STEALTH PREDATOR DRYING SYSTEM



THE FIRST "ULTRA QUIET" DRYING SYSTEM

- ✔Patent pending Reverse flow technology
- ✔Producers construced from 304 surgical stainless steel
- ✔Over 11,000 cubic feet per minute (CFM) per 10HP motor
- ✔Meets or exceeds most U.S. and International sound regulations
- ✔Sound & Performance studies done in reverberant sound room ISO 3741:2010, 3747:2010

SCAN ME

CALL US ANYTIME
(+1) 815 477 4911

EMAIL US
info@internationaldrying.com

FIND US
Internationaldrying.com

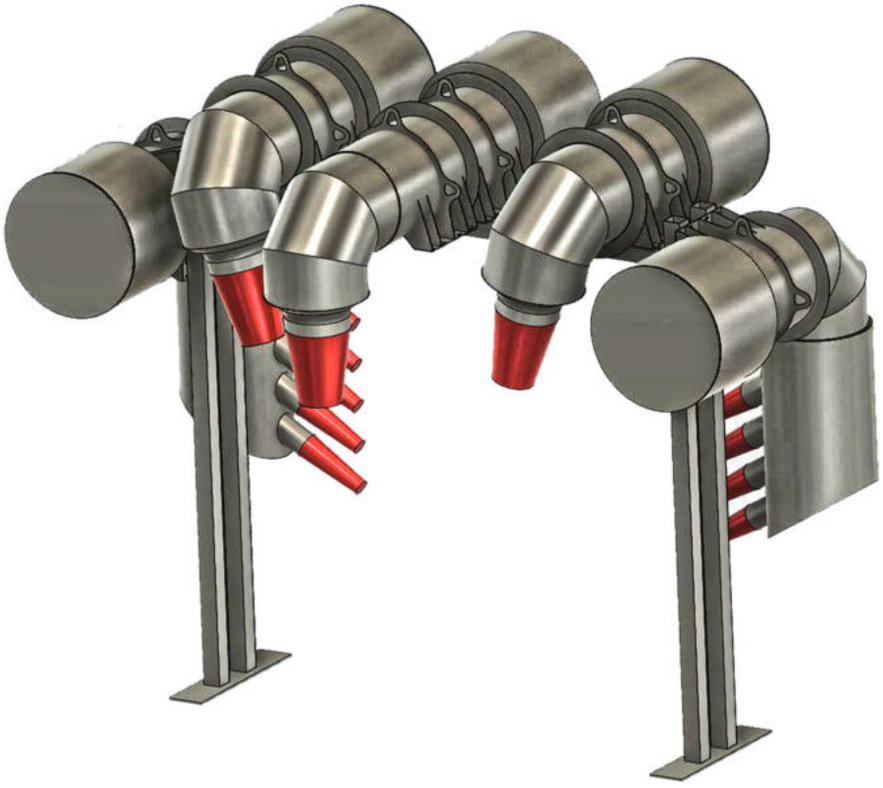
VISIT US
International Drying Corporation
160 Chicago St
Cary, IL 60013

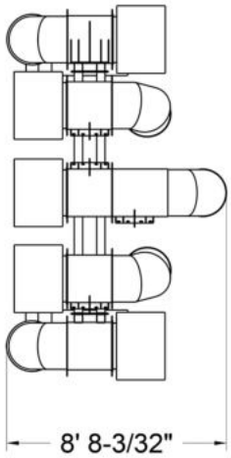
Stealth Predator Ultra-Quiet Drying System Specifications

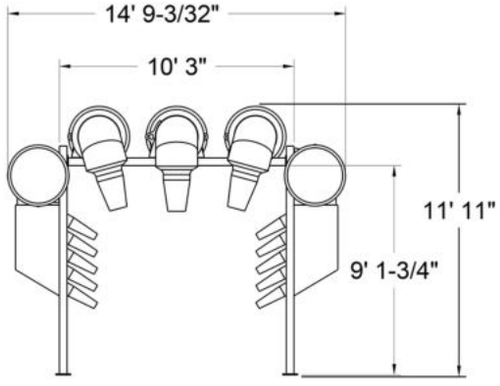
30HP System - Total Sound 60Hz		80HP System - Total Sound 60Hz	
Q = sound source			
65	dBA at Q=1, 30 feet	69.4	dBA at Q=1, 30 feet
61.8	dBA at Q=1, 45 feet	66.5	dBA at Q=1, 45 feet
60.2	dBA at Q=1, 55 feet	64.9	dBA at Q=1, 55 feet

Meets OSHA Sound Exposure Requirements

✓ **The Stealth Predator features patent pending "Reverse flow air technology" which creates the first "Ultra-Quiet Dryer" and is the most powerful Ultra Quiet Dryer ever designed.**







INTERNATIONAL DRYING CORPORATION

SPECIFICATIONS

15' 2" Bay Width
12' 0" Ceiling Height
96" Standard Clearance

Closed cell foam nozzles available in red, blue, black

Ducts-Stainless Steel
Molded Aluminum Impellors
Stainless Steel Motor Housings

Slotted flanges for adjustability of air outlet and air intake direction

MD ACOUSTICS
Sound Solutions for Planning and Design
www.mdacoustics.com

AZ Office
4960 S. Gilbert Rd, Ste 1-461
Chandler, AZ 85249
p. (602) 774-1950

CA Office
1197 Los Angeles Ave, Ste C-256
Simi Valley, CA 93065
p. (805) 426-4477

Project: SuperStar Car Wash Chula Vista
Site Location: 1555 W Warner Rd, Gilbert, AZ 85233
Date: 4/5/2018
Field Tech/Engineer: Robert Pearson
Source/System: Vacutec System

Location: Vac Bay 1
Sound Meter: NTi XL2 **SN:** A2A-05967-E0
Settings: A-weighted, slow, 1-sec, 10-sec duration
Meteorological Cond.: 80 degrees F, 2 mph wind

Site Observations:
Clear sky, measurements were performed within 1.5ft of source. Measurements were performed while the vacuum was positiioned at three (3) different positions. Holstered, unholstered and inside a car. This data is utilized for acoustic modeling purposes and represents an average sound level at a vacuum station.

Table 1: Summary Measurement Data

Source	System	Overall dB(A)	3rd Octave Band Data (dBA)																														
			20	25	31.5	40	50	63	80	100	125	160	200	250	315	400	500	630	800	1K	1.25K	1.6K	2K	2.5K	3.15K	4K	5K	6.3K	8K	10K	12.5K	16K	20K
Vacutech (Holstered)	Vacuum	63.3	9	17	22	29	31	35	40	41	44	43	46	48	47	49	51	51	51	52	53	52	52	50	52	53	50	47	47	48	45	39	30
Vacutech (Unholstered)	Vacuum	80.7	6	19	22	28	34	37	40	43	47	46	48	48	48	49	54	55	58	58	62	65	68	70	74	75	73	69	67	65	63	60	55
Vacutech (Inside Car)	Vacuum	69.6	16	28	31	38	42	45	49	51	52	55	60	61	57	55	59	53	55	56	54	57	57	57	57	57	55	54	51	48	46	42	36
Average Level*	Vacuum	76.3	13	24	28	34	38	41	45	47	49	51	56	57	53	52	56	54	56	56	59	61	64	66	69	70	68	64	62	60	58	55	50

* Refers to the logarithmic average of all measurements. This measurement represents an average of the multiple vacuum positions.

Figure 1: Example Measurement Position

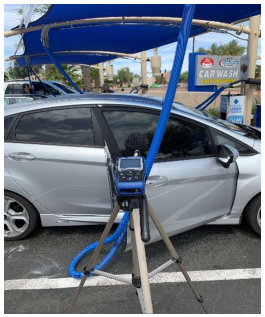
Figure 1: Holstered

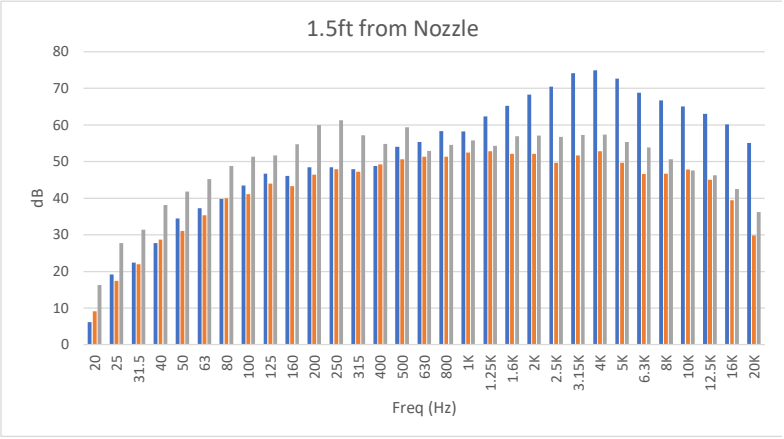


Figure 2: Unholstered



Figure 3: Inside Car





SOUND LEVEL METER READINGS

MODEL: FT-DD-T340HP4 (40hp VACSTAR TURBINE VACUUM PRODUCER)

READING ONE: 43 DB-A, 3 FEET FROM TURBINE @ 45° ANGLE
AND NO BACKGROUND NOISE OR OUTSIDE INTERFERENCE.

READING TWO: 36 DB-A, 10 FEET FROM TURBINE @ 45° ANGLE
AND NO BACKGROUND NOISE OR OUTSIDE INTERFERENCE.

READING THREE: 24 DB-A, 20 FEET FROM TURBINE @ 45° ANGLE
AND NO BACKGROUND NOISE OR OUTSIDE INTERFERENCE.

READING FOUR: 12 DB-A, 30 FEET FROM TURBINE @ 45° ANGLE
AND NO BACKGROUND NOISE OR OUTSIDE INTERFERENCE.

NOTE: THESE READINGS WERE TAKEN OUTSIDE OF 8'x10'x8' CINDER BLOCK ENCLOSURE WITH CONCRETE SLAB AND WOOD JOIST ROOF.

SOUND LEVEL METER USED:

SIMPSON MODEL #40003 – MSHA APPROVED.
MEETS OSHA & WALSH-HEALY REQUIREMENTS FOR NOISE CONTROL.
CONFORMS TO ANSI S1.4-1983, IEC 651 SPECS FOR METER TYPE.

Vacutech
1350 Hi-Tech Drive, Sheridan WY, 82801
PHONE: (800) 917-9444 FAX: (303) 675-1988
EMAIL: info@vacutechllc
WEB SITE: vacutechllc.com

Appendix D

SoundPLAN Inputs/Outputs

303 & Indian School Goodyear
Octave spectra of the sources in dB(A) - 002 - 140 HP IDC - Standard: Outdoor SP

Name	Source type	l or A	Li	Rw	L'w	Lw	KI	KT	DO-Wall	Emission spectrum	63Hz	125Hz	250Hz	500Hz	1kHz	2kHz	4kHz	8kHz	
		m,m²	dB(A)	dB	dB(A)	dB(A)	dB	dB	dB		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	
001 - Black Widow IDC - Stndard Tunnel-Facade 01	Area	206.01	87.1	57.0	37.2	60.4	0.0	0.0	3	1990_Facade 01_	50.2	47.4	57.8	54.8	42.1	35.4	25.0	15.6	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	Area	26.85	81.6	57.0	33.4	47.6	0.0	0.0	3	1992_Facade 02	35.7	32.4	46.0	41.0	22.3	6.4	-14.6		
001 - Black Widow IDC - Stndard Tunnel-Facade 03	Area	206.01	87.1	57.0	37.2	60.4	0.0	0.0	3	1994_Facade 03_	50.2	47.4	57.8	54.8	42.1	35.4	25.0	15.7	
001 - Black Widow IDC - Stndard Tunnel-Facade 04	Area	33.17	89.5	57.0	39.1	54.3	0.0	0.0	3	1996_Facade 04_	44.2	41.6	51.4	49.1	37.1	30.7	20.4	11.6	
001 - Black Widow IDC - Stndard Tunnel-Roof 01	Area	242.96	87.1	57.0	37.1	61.0	0.0	0.0	0	1984_Roof 01_	50.7	47.9	58.4	55.5	42.7	36.0	25.7	16.3	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	Area	9.29	90.1	0.0	90.1	99.8	0.0	0.0	3	1997_Transmissive area 01	69.1	80.5	92.6	96.1	93.1	90.9	83.9	73.5	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	Area	15.61	81.5	0.0	81.5	93.4	0.0	0.0	3	1993_Transmissive area 02	63.0	73.6	89.6	90.6	80.9	68.7	51.0	37.2	
Car Lane	Line	94.10			62.8	82.5	0.0	0.0	0	Drive-Thru - Idiling Car @ 6ft	66.2	67.7	70.5	75.5	76.0	77.3	73.8	65.8	
Car Lane	Line	57.61			62.8	80.4	0.0	0.0	0	Drive-Thru - Idiling Car @ 6ft	64.1	65.6	68.4	73.3	73.9	75.2	71.7	63.7	
Car Lane	Line	46.00			62.8	79.4	0.0	0.0	0	Drive-Thru - Idiling Car @ 6ft	63.1	64.6	67.4	72.3	72.9	74.2	70.7	62.7	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	

303 & Indian School Goodyear
Octave spectra of the sources in dB(A) - 002 - 140 HP IDC - Standard: Outdoor SP

Name	Source type	l or A	Li	Rw	L'w	Lw	KI	KT	DO-Wall	Emission spectrum	63Hz	125Hz	250Hz	500Hz	1kHz	2kHz	4kHz	8kHz	
		m,m²	dB(A)	dB	dB(A)	dB(A)	dB	dB	dB		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	

303 & Indian School Goodyear
Contribution spectra - 002 - 140 HP IDC - Standard: Outdoor SP

Source	Sum	63Hz	125Hz	250Hz	500Hz	1kHz	2kHz	4kHz
	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Receiver R1 Fl G Lr,lim dB(A) Leq,d 36.7 dB(A) Sigma(Leq,d) 0.0 dB(A)								
001 - Black Widow IDC - Stndard Tunnel-Facade 01	-0.4	-6.9	-14.4	-3.2	-7.6	-20.9	-29.1	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	-9.5	-18.8	-26.1	-11.5	-15.8			
001 - Black Widow IDC - Stndard Tunnel-Facade 03	-8.2	-11.6	-20.9	-12.2	-18.4			
001 - Black Widow IDC - Stndard Tunnel-Facade 04	-14.3	-17.3	-26.8	-18.9	-24.4			
001 - Black Widow IDC - Stndard Tunnel-Roof 01	0.5	-8.8	-14.6	-2.0	-5.2	-17.5	-24.7	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	22.8	5.2	8.0	17.3	18.0	16.1	13.8	0.8
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	35.2	8.2	14.6	31.1	32.4	23.6	11.3	-11.5
Car Lane	20.6	9.2	6.0	9.0	12.0	14.6	16.2	8.2
Car Lane	18.8	6.9	3.7	5.5	9.8	13.1	14.9	6.8
Car Lane	16.6	6.1	2.9	4.7	8.1	10.5	12.1	3.7
Vac	16.4	5.0	6.7	12.6	8.0	5.9	7.6	0.1
Vac	16.3	4.9	6.6	12.5	7.9	5.8	7.5	0.0
Vac	16.2	4.8	6.5	12.4	7.8	5.7	7.5	-0.1
Vac	16.5	5.0	6.8	12.7	8.1	5.9	7.7	0.2
Vac	16.7	5.3	7.1	13.0	8.4	6.1	7.8	0.5
Vac	16.6	5.2	7.0	12.9	8.3	6.0	7.8	0.4
Vac	16.5	5.1	6.9	12.8	8.2	6.0	7.7	0.3
Vac	17.7	5.1	7.2	12.2	7.6	9.1	12.0	5.5
Vac	17.7	5.2	7.3	12.3	7.7	9.1	11.9	5.4
Vac	17.8	5.2	7.4	12.4	7.7	9.2	11.9	5.5
Vac	17.6	5.0	7.1	12.1	7.5	9.0	11.9	5.4
Vac	17.3	4.7	6.7	11.8	7.1	8.7	11.7	5.1
Vac	17.4	4.8	6.9	12.0	7.3	8.9	11.8	5.2
Vac	17.5	4.9	7.0	12.0	7.4	8.9	11.9	5.3
Vac	15.9	4.6	6.3	12.1	7.5	5.6	7.1	-0.4
Vac	16.0	4.6	6.4	12.2	7.6	5.6	7.3	-0.3
Vac	16.1	4.7	6.4	12.3	7.7	5.7	7.4	-0.2
Vac	15.8	4.5	6.2	12.1	7.4	5.5	7.0	-0.5
Vac	15.6	4.2	5.9	11.8	7.1	5.3	6.9	-0.7
Vac	15.6	4.3	6.0	11.9	7.2	5.4	7.0	-0.6
Vac	15.7	4.4	6.1	12.0	7.3	5.4	6.9	-0.6
Receiver R2 Fl G Lr,lim dB(A) Leq,d 34.2 dB(A) Sigma(Leq,d) 0.0 dB(A)								
001 - Black Widow IDC - Stndard Tunnel-Facade 01	-0.1	-5.0	-12.5	-3.5	-8.1	-21.7		
001 - Black Widow IDC - Stndard Tunnel-Facade 02	-10.7	-17.2	-25.0	-13.0	-19.0			
001 - Black Widow IDC - Stndard Tunnel-Facade 03	-5.1	-7.4	-16.9	-10.7	-17.1			
001 - Black Widow IDC - Stndard Tunnel-Facade 04	-12.9	-15.6	-24.3	-18.1	-23.7			
001 - Black Widow IDC - Stndard Tunnel-Roof 01	1.9	-5.5	-11.3	-1.0	-4.1	-16.4	-23.8	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	22.5	7.1	10.8	17.7	17.7	14.5	11.9	0.0
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	28.6	8.8	13.6	25.8	24.7	13.4	-2.5	-26.0
Car Lane	21.6	12.0	10.0	10.0	12.9	15.2	16.7	9.7
Car Lane	20.2	9.1	6.8	8.0	11.1	13.9	15.8	9.0
Car Lane	18.8	8.4	5.7	6.5	10.4	12.6	14.0	7.2
Vac	18.2	6.3	8.2	12.7	7.6	8.7	12.5	6.7
Vac	18.2	6.3	8.2	12.7	7.5	8.9	12.5	6.7
Vac	17.7	6.2	8.1	12.6	7.5	6.3	11.9	6.2
Vac	16.5	6.4	8.3	12.8	7.6	4.0	7.1	0.6
Vac	16.4	6.5	8.4	12.9	7.7	4.1	4.8	2.0
Vac	16.5	6.4	8.4	12.8	7.7	4.1	5.9	1.9
Vac	16.6	6.4	8.3	12.8	7.7	4.1	7.1	1.9
Vac	19.6	6.5	8.8	12.4	9.6	11.6	14.8	9.2
Vac	19.8	6.5	8.9	12.5	10.2	11.7	14.8	9.9
Vac	19.7	6.6	8.9	12.5	10.3	11.7	14.3	9.9

303 & Indian School Goodyear
Contribution spectra - 002 - 140 HP IDC - Standard: Outdoor SP

Source	Sum	63Hz	125Hz	250Hz	500Hz	1kHz	2kHz	4kHz
	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Vac	19.6	6.5	8.8	12.4	9.5	11.5	14.7	9.1
Vac	18.8	6.3	8.6	12.2	7.4	11.2	13.4	7.8
Vac	19.4	6.4	8.7	12.3	7.6	12.1	14.6	9.0
Vac	19.4	6.4	8.8	12.4	7.6	11.7	14.7	9.1
Vac	16.1	6.1	8.0	12.5	7.3	4.1	5.7	-1.4
Vac	17.6	6.2	8.0	12.5	7.4	6.1	11.8	6.1
Vac	17.7	6.2	8.1	12.6	7.4	6.2	11.9	6.2
Vac	16.0	6.1	7.9	12.4	7.3	3.9	5.2	-1.7
Vac	17.5	5.9	7.7	12.2	7.0	8.2	11.5	5.8
Vac	17.8	5.9	7.8	12.3	7.1	9.6	11.7	6.0
Vac	17.9	6.0	7.8	12.3	7.2	9.7	11.9	6.1
Receiver R3 Fl G Lr,lim dB(A) Leq,d 34.2 dB(A) Sigma(Leq,d) 0.0 dB(A)								
001 - Black Widow IDC - Stndard Tunnel-Facade 01	-2.6	-7.6	-15.1	-6.1	-10.5	-23.8		
001 - Black Widow IDC - Stndard Tunnel-Facade 02	-20.9	-24.6		-23.4				
001 - Black Widow IDC - Stndard Tunnel-Facade 03	-8.0	-10.5	-19.8	-13.1	-19.5			
001 - Black Widow IDC - Stndard Tunnel-Facade 04	-7.5	-12.1	-19.6	-11.4	-15.0	-27.8		
001 - Black Widow IDC - Stndard Tunnel-Roof 01	-1.0	-8.4	-14.3	-4.0	-7.1	-19.4	-26.7	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	28.6	10.2	15.2	24.2	24.8	19.3	13.4	0.6
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	16.9	0.5	3.5	14.7	11.7	1.7	-10.5	
Car Lane	19.2	9.0	6.0	5.5	8.4	12.7	15.4	8.7
Car Lane	18.1	7.7	4.8	4.3	7.1	11.5	14.2	7.8
Car Lane	16.9	6.7	3.8	3.2	6.1	10.5	12.9	6.2
Vac	18.6	6.8	9.4	12.6	7.3	9.7	12.7	8.4
Vac	18.8	7.0	9.5	12.8	7.5	9.9	12.9	8.6
Vac	19.0	7.2	9.7	13.0	7.7	10.1	13.0	8.8
Vac	18.4	6.7	9.2	12.4	7.1	9.6	12.6	8.2
Vac	17.9	6.3	8.7	11.9	6.6	9.1	12.0	7.5
Vac	18.1	6.4	8.8	12.1	6.8	9.2	12.2	7.7
Vac	18.3	6.6	9.0	12.3	7.0	9.5	12.5	8.0
Vac	18.7	6.8	9.3	12.6	7.3	9.7	13.0	8.7
Vac	18.5	6.7	9.1	12.4	7.1	9.5	12.8	8.5
Vac	18.3	6.5	9.0	12.2	6.9	9.4	12.7	8.3
Vac	18.9	7.0	9.5	12.7	7.4	9.9	13.2	8.9
Vac	19.5	7.5	10.2	13.5	8.2	10.6	13.6	9.7
Vac	19.2	7.3	9.9	13.1	7.8	10.2	13.5	9.4
Vac	19.1	7.1	9.7	12.9	7.6	10.1	13.3	9.2
Vac	19.5	7.6	10.3	13.6	8.3	10.6	13.5	9.4
Vac	19.3	7.5	10.1	13.4	8.1	10.4	13.4	9.2
Vac	19.1	7.3	9.9	13.2	7.9	10.2	13.2	9.0
Vac	19.7	7.8	10.5	13.8	8.5	10.7	13.6	9.5
Vac	20.2	8.3	11.1	14.4	9.2	11.3	14.1	10.0
Vac	20.0	8.1	10.9	14.2	9.0	11.1	13.9	9.8
Vac	19.8	8.0	10.7	14.0	8.7	10.9	13.7	9.7
Receiver R4 Fl G Lr,lim dB(A) Leq,d 65.2 dB(A) Sigma(Leq,d) 0.0 dB(A)								
001 - Black Widow IDC - Stndard Tunnel-Facade 01	7.3	4.0	-4.0	2.9	-3.3	-17.8	-26.1	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	-9.6	-12.8	-22.7	-13.5	-21.1			
001 - Black Widow IDC - Stndard Tunnel-Facade 03	15.8	10.6	4.5	12.0	8.8	-3.6	-11.5	-24.2
001 - Black Widow IDC - Stndard Tunnel-Facade 04	19.8	12.7	7.8	16.0	14.4	3.6	-1.9	-12.7
001 - Black Widow IDC - Stndard Tunnel-Roof 01	13.8	7.9	1.5	10.6	6.6	-6.6	-14.6	-27.1
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	65.1	37.7	47.0	56.5	60.7	59.4	57.5	50.0
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	29.2	12.1	16.1	26.1	25.1	15.5	2.7	-16.8
Car Lane	39.8	26.6	25.9	25.7	30.1	33.2	35.5	31.8
Car Lane	39.1	25.9	25.3	24.7	28.9	32.4	34.9	31.1

303 & Indian School Goodyear
Contribution spectra - 002 - 140 HP IDC - Standard: Outdoor SP

Source	Sum	63Hz	125Hz	250Hz	500Hz	1kHz	2kHz	4kHz
	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Car Lane	35.2	21.9	21.2	19.8	23.7	28.2	31.5	27.5
Vac	33.7	15.8	20.2	25.7	21.2	22.7	28.5	28.2
Vac	33.8	15.8	20.2	25.8	21.2	22.9	28.8	28.3
Vac	33.9	15.8	20.2	25.7	21.2	23.0	29.2	28.3
Vac	33.4	15.7	20.1	25.7	21.1	22.5	28.2	27.9
Vac	32.5	15.4	19.7	25.2	20.6	21.8	27.4	26.2
Vac	32.8	15.5	19.9	25.4	20.8	22.1	27.7	26.8
Vac	33.2	15.6	20.0	25.5	21.0	22.3	28.0	27.5
Vac	34.9	17.8	22.5	28.2	24.6	24.0	28.5	28.9
Vac	36.5	18.0	22.9	28.8	24.5	27.5	31.4	30.2
Vac	36.3	17.9	22.8	28.6	24.3	27.3	31.0	30.0
Vac	35.3	17.8	22.5	28.3	24.7	24.2	28.9	29.7
Vac	35.0	17.4	22.1	27.9	24.0	24.0	28.6	29.6
Vac	35.5	17.7	22.4	28.2	24.5	24.5	29.4	30.1
Vac	35.5	17.8	22.5	28.3	24.6	24.4	29.3	30.1
Vac	33.9	15.6	20.0	25.4	20.9	23.2	29.6	28.0
Vac	33.9	15.7	20.1	25.6	21.0	23.1	29.4	28.2
Vac	33.9	15.8	20.2	25.7	21.1	23.1	29.3	28.2
Vac	33.6	15.5	19.8	25.2	20.6	22.7	29.0	27.9
Vac	32.7	15.0	19.2	24.4	19.8	21.8	27.9	27.3
Vac	33.0	15.2	19.5	24.7	20.1	22.1	28.3	27.5
Vac	33.3	15.4	19.7	25.0	20.4	22.4	28.7	27.7
Receiver R5 Fl G Lr,lim dB(A) Leq,d 56.7 dB(A) Sigma(Leq,d) 0.0 dB(A)								
001 - Black Widow IDC - Stndard Tunnel-Facade 01	8.9	3.6	-3.2	5.6	1.0	-12.7	-21.3	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	-12.1	-15.7	-25.3	-15.6	-23.5			
001 - Black Widow IDC - Stndard Tunnel-Facade 03	6.5	3.4	-4.3	1.5	-3.2	-16.7	-25.5	
001 - Black Widow IDC - Stndard Tunnel-Facade 04	10.6	4.0	-1.2	6.6	5.2	-5.4	-11.8	-23.2
001 - Black Widow IDC - Stndard Tunnel-Roof 01	9.8	3.5	-2.8	6.9	2.8	-10.7	-19.3	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	56.0	27.7	37.1	46.9	51.4	50.6	48.9	41.0
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	26.1	9.4	13.3	23.3	21.7	12.1	-0.5	-20.2
Car Lane	36.6	21.6	20.8	21.0	25.0	29.1	33.2	29.5
Car Lane	35.7	21.1	20.5	20.5	24.8	28.4	32.0	28.6
Car Lane	32.3	16.1	15.2	16.8	21.1	24.1	29.0	25.9
Vac	33.8	15.5	19.9	25.3	20.7	23.1	29.6	28.0
Vac	34.1	15.7	20.2	25.6	21.1	23.4	29.8	28.3
Vac	34.4	15.9	20.4	26.0	21.4	23.6	30.0	28.5
Vac	33.6	15.3	19.6	24.9	20.3	22.9	29.3	27.7
Vac	32.6	14.6	18.8	23.6	19.0	21.2	28.6	26.8
Vac	32.9	14.9	19.1	24.1	19.4	21.6	28.8	27.1
Vac	33.2	15.1	19.4	24.5	19.8	22.6	29.1	27.4
Vac	34.8	16.9	21.6	27.5	23.3	23.9	29.3	29.3
Vac	34.4	16.5	21.2	27.0	22.6	23.4	28.9	28.8
Vac	33.9	16.2	20.8	26.5	22.0	23.0	28.5	28.4
Vac	35.3	17.3	22.0	27.9	23.9	24.3	29.6	29.7
Vac	36.7	18.8	23.5	29.3	26.1	25.5	30.5	31.2
Vac	36.1	18.2	22.9	28.7	25.1	25.0	30.4	30.6
Vac	35.7	17.8	22.5	28.3	24.6	24.6	29.8	30.2
Vac	34.9	16.4	21.0	26.8	22.3	24.1	30.3	29.1
Vac	34.8	16.2	20.8	26.6	22.1	23.9	30.2	28.9
Vac	34.6	16.1	20.6	26.3	21.8	23.8	30.1	28.7
Vac	35.0	16.5	21.1	27.0	22.5	24.1	30.3	29.2
Vac	35.0	16.6	21.2	27.1	22.8	24.1	30.0	29.4
Vac	35.1	16.6	21.2	27.1	22.7	24.1	30.2	29.4

303 & Indian School Goodyear
Contribution spectra - 002 - 140 HP IDC - Standard: Outdoor SP

Source	Sum	63Hz	125Hz	250Hz	500Hz	1kHz	2kHz	4kHz
	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Vac	35.0	16.5	21.2	27.1	22.7	24.2	30.3	29.3

303 & Indian School Goodyear
Assessed contribution level - 002 - 140 HP IDC - Standard:

Source	Source type	Leq,d dB(A)	
Receiver R1 Fl G Lr,lim dB(A) Leq,d 36.7 dB(A) Sigma(Leq,d) 0.0 dB(A)			
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	Area	35.2	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	Area	22.8	
Car Lane	Line	20.6	
Car Lane	Line	18.9	
Vac	Point	17.8	
Vac	Point	17.7	
Vac	Point	17.7	
Vac	Point	17.6	
Vac	Point	17.5	
Vac	Point	17.4	
Vac	Point	17.3	
Vac	Point	16.7	
Vac	Point	16.6	
Car Lane	Line	16.6	
Vac	Point	16.5	
Vac	Point	16.5	
Vac	Point	16.4	
Vac	Point	16.3	
Vac	Point	16.2	
Vac	Point	16.1	
Vac	Point	16.0	
Vac	Point	15.9	
Vac	Point	15.8	
Vac	Point	15.7	
Vac	Point	15.6	
Vac	Point	15.6	
001 - Black Widow IDC - Stndard Tunnel-Roof 01	Area	0.5	
001 - Black Widow IDC - Stndard Tunnel-Facade 01	Area	-0.4	
001 - Black Widow IDC - Stndard Tunnel-Facade 03	Area	-8.1	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	Area	-9.4	
001 - Black Widow IDC - Stndard Tunnel-Facade 04	Area	-14.3	
Receiver R2 Fl G Lr,lim dB(A) Leq,d 34.2 dB(A) Sigma(Leq,d) 0.0 dB(A)			
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	Area	28.6	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	Area	22.5	
Car Lane	Line	21.6	
Car Lane	Line	20.2	
Vac	Point	19.8	
Vac	Point	19.7	
Vac	Point	19.6	
Vac	Point	19.6	
Vac	Point	19.4	
Vac	Point	19.4	
Car Lane	Line	18.8	

Source	Source type	Leq,d dB(A)	
Vac	Point	18.8	
Vac	Point	18.2	
Vac	Point	18.2	
Vac	Point	17.9	
Vac	Point	17.8	
Vac	Point	17.7	
Vac	Point	17.7	
Vac	Point	17.6	
Vac	Point	17.5	
Vac	Point	16.6	
Vac	Point	16.5	
Vac	Point	16.5	
Vac	Point	16.4	
Vac	Point	16.1	
Vac	Point	16.0	
001 - Black Widow IDC - Stndard Tunnel-Roof 01	Area	1.9	
001 - Black Widow IDC - Stndard Tunnel-Facade 01	Area	-0.1	
001 - Black Widow IDC - Stndard Tunnel-Facade 03	Area	-5.1	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	Area	-10.7	
001 - Black Widow IDC - Stndard Tunnel-Facade 04	Area	-12.9	
Receiver R3 Fl G Lr,lim dB(A) Leq,d 34.2 dB(A) Sigma(Leq,d) 0.0 dB(A)			
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	Area	28.6	
Vac	Point	20.2	
Vac	Point	20.0	
Vac	Point	19.8	
Vac	Point	19.7	
Vac	Point	19.5	
Vac	Point	19.5	
Vac	Point	19.3	
Car Lane	Line	19.2	
Vac	Point	19.2	
Vac	Point	19.1	
Vac	Point	19.1	
Vac	Point	19.0	
Vac	Point	18.9	
Vac	Point	18.8	
Vac	Point	18.7	
Vac	Point	18.6	
Vac	Point	18.5	
Vac	Point	18.4	
Vac	Point	18.3	
Vac	Point	18.3	
Vac	Point	18.1	
Car Lane	Line	18.1	
Vac	Point	17.9	

303 & Indian School Goodyear
Assessed contribution level - 002 - 140 HP IDC - Standard:

Source	Source type	Leq,d dB(A)	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	Area	16.9	
Car Lane	Line	16.9	
001 - Black Widow IDC - Stndard Tunnel-Roof 01	Area	-1.0	
001 - Black Widow IDC - Stndard Tunnel-Facade 01	Area	-2.6	
001 - Black Widow IDC - Stndard Tunnel-Facade 04	Area	-7.5	
001 - Black Widow IDC - Stndard Tunnel-Facade 03	Area	-8.0	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	Area	-20.4	
Receiver R4 Fl G Lr,lim dB(A) Leq,d 65.2 dB(A) Sigma(Leq,d) 0.0 dB(A)			
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	Area	65.1	
Car Lane	Line	39.8	
Car Lane	Line	39.1	
Vac	Point	36.5	
Vac	Point	36.3	
Vac	Point	35.5	
Vac	Point	35.5	
Vac	Point	35.3	
Car Lane	Line	35.2	
Vac	Point	35.0	
Vac	Point	34.9	
Vac	Point	33.9	
Vac	Point	33.9	
Vac	Point	33.9	
Vac	Point	33.9	
Vac	Point	33.8	
Vac	Point	33.7	
Vac	Point	33.6	
Vac	Point	33.4	
Vac	Point	33.3	
Vac	Point	33.2	
Vac	Point	33.0	
Vac	Point	32.8	
Vac	Point	32.7	
Vac	Point	32.5	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	Area	29.2	
001 - Black Widow IDC - Stndard Tunnel-Facade 04	Area	19.8	
001 - Black Widow IDC - Stndard Tunnel-Facade 03	Area	15.8	
001 - Black Widow IDC - Stndard Tunnel-Roof 01	Area	13.8	
001 - Black Widow IDC - Stndard Tunnel-Facade 01	Area	7.3	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	Area	-9.6	
Receiver R5 Fl G Lr,lim dB(A) Leq,d 56.7 dB(A) Sigma(Leq,d) 0.0 dB(A)			
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	Area	56.0	
Vac	Point	36.7	
Car Lane	Line	36.6	
Vac	Point	36.1	

303 & Indian School Goodyear
Assessed contribution level - 002 - 140 HP IDC - Standard:

Source	Source type	Leq,d dB(A)	
Car Lane	Line	35.7	
Vac	Point	35.7	
Vac	Point	35.3	
Vac	Point	35.1	
Vac	Point	35.0	
Vac	Point	35.0	
Vac	Point	35.0	
Vac	Point	34.9	
Vac	Point	34.8	
Vac	Point	34.8	
Vac	Point	34.6	
Vac	Point	34.4	
Vac	Point	34.4	
Vac	Point	34.1	
Vac	Point	33.9	
Vac	Point	33.8	
Vac	Point	33.6	
Vac	Point	33.2	
Vac	Point	32.9	
Vac	Point	32.6	
Car Lane	Line	32.3	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	Area	26.1	
001 - Black Widow IDC - Stndard Tunnel-Facade 04	Area	10.6	
001 - Black Widow IDC - Stndard Tunnel-Roof 01	Area	9.8	
001 - Black Widow IDC - Stndard Tunnel-Facade 01	Area	8.9	
001 - Black Widow IDC - Stndard Tunnel-Facade 03	Area	6.5	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	Area	-12.1	

Super Star Car Wash

Use Permit Narrative

East of the Southeast Corner of 166th Avenue and Indian School Road
Goodyear, AZ



VICINITY MAP N.T.S.

Case No: P25-00109
Submitted: April 25, 2025
Resubmitted: July 25, 2025

I. Introduction

Super Star Car Wash ("Super Star") seeks to develop this approximately 1.26-acre site (the "Site") as an express car wash. An Aerial is attached as **Exhibit 1**. The Site is proposed to contain an approximately 4,000 square foot wash building with a state-of-the-art and high-efficiency full-service express conveyor car wash tunnel system, 3 point-of-sale express pay stations, and 17 self-served vacuum stations. See **Exhibit 2**, Site Plan. This location is anticipated to be open from 7 a.m. to 7 p.m. and have approximately three employees on Site at any one time.

As is described below, the proposal is consistent with the General Plan and surrounding area and will be an asset to the City while making good use of this underutilized Site.

II. Site, Surrounding Area, Existing Zoning & General Plan Conformance

The Site is currently vacant and is zoned PAD/C-2 (General Commercial). The Site is surrounded by vacant land to the east and RV parking to the southwest. The adjacent vacant land to the east was approved for a Filberto's drive-through, immediately to the east of that will be a QuikTrip convenience store and gas station. To the north, across Indian School Road, is a UPS Hub Facility.

This Site is oddly shaped, constrained, and has few realistic development options. The Site is already small at 1.29 gross acres. Existing 30-foot easements along two out of three of the property lines leave a very limited developable area. Super Star is an ideal use for this small Site with their relatively small building footprint.

This proposed use is appropriate for the area, surrounding uses, and freeway proximity. The Site is designated as Business & Commerce on the General Plan. The Business & Commerce designation is designed to include community-level retail and service-oriented businesses. This proposed QT complies with the General Plan designation and is supported by the following goals and policies of the General Plan.

- **Goal GD-2.** Effectively managed and well-distributed growth that meets or exceeds the quality of existing development and addresses the needs of existing and future residents and businesses.
- **Goal ED-1.** A resilient and diversified economy.
- **Objective ED-1-1.** Encourage development to attract businesses to Goodyear that offer good wages and benefits and positively contribute to the community and economy.

This proposed Super Star will make good use of a vacant site and provide jobs and necessary services in an appropriate location that will benefit the community. A Super Star Car Wash will benefit this area and is a sustainable solution for this vacant site.

III. Use Permit Criteria

Super Star requests a Use Permit to allow their car wash. Super Star will be a compatible development in this area that meets and exceeds the requirements for a Use Permit found in Section 1-3-2 of the Goodyear Zoning Ordinance as follows.

1. The proposed Super Star will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare.

This proposed Super Star will be beneficial to the area and is fitting with the adjacent freeway and surrounding uses (both existing and future). Super Star will be well designed, attractive and appropriate for this commercial Site and will have no negative impacts on residential uses. The nearest home is over 500 feet from the edge of the Site and is separated by a large RV parking area. Super Star will not cause any traffic to travel through the nearby neighborhood. A Super Star is well suited for this area and will have no negative impacts to the area or public welfare. Rather, it will be an asset to the area, is less intensive than many surrounding uses, and will provide necessary services in an appropriate area.

Regarding traffic, car washes are relatively low traffic-generating use compared to other C-2 permitted uses. A large amount of car wash trips are "pass by" in nature, meaning most of the traffic visiting Super Star is already on the road. Overall, this proposed Super Star will generate approximately 49 new trips in the morning peak hour and 39 trips in the evening peak hour. A Traffic Impact Analysis is included at **Exhibit 3**.

Noise has also been considered to ensure there are no negative impacts on neighbors. Super Star has mitigated noise with site design, screening, and by locating noise producing equipment in enclosed buildings. The wash tunnel was intentionally positioned east/west (parallel to Indian School Road) and as far as possible from the nearest homes. The exit of the wash (the most noise generating portion) will be over 650 feet from the nearest home. A Noise Study has been prepared and is attached as **Exhibit 4**. The Noise Study considers that this area is impacted by the Loop 303 freeway noise, the noise of hundreds of heavy trucks from the adjacent UPS Hub, and periodic F35 jet activity from Luke Airforce Base, meaning there is already ambient noise in the area. The noise study found minimal to no changes in noise levels as a result of this proposal. Super Star studied noise at several receptor points. The points at the nearest homes and the pickleball courts to the southeast are found to have *no change in noise levels* when comparing existing ambient conditions to anticipated noise levels. Importantly, this noise study was prepared utilizing "worst-case noise level projections" meaning that every vacuum and the tunnel operating simultaneously, when in actuality the noise will be intermittent and even lower in noise level.

Overall, this proposed Super Star will be a benefit to the area, is located on an appropriate Site, and will make good use of this vacant commercial site.

2. <u>The proposed Super Star is compatible with the uses permitted in the surrounding area.</u>

The Site and surrounding area are zoned PAD. Super Star's proposed use is less intense than the industrial uses north of Indian School Road, is compatible with the future commercial uses (including QuikTrip) to the east of the Site, and is compatible with the RV storage southeast of the Site. This proposed Super Star is well-designed, attractive, and will not have any negative impacts on nearby existing or future developments. Rather, Super Star's proposed development is the exact type of development that is appropriate for this location when considering surrounding zoning, surrounding uses (future and existing), and freeway proximity.

IV. <u>Building and Site Design</u>

Super Star's proposed development is designed as a high quality and attractive commercial development that will create employment opportunities and will be in harmony with the area. The car wash building will be approximately 4,000 square feet and has been designed with a variety of

colors and materials as well as various building heights and articulations to create an attractive presence and break up building monotony. See elevations and perspectives at **Exhibit 5**.

The Site will also be designed with ample landscaping. The large landscape setbacks on the north (along Indian School Road) and on the southeast boundary (adjacent to RV storage) will screen the site and help create an attractive presence. This proposed Super Star will be amply and attractively landscaped and will meet and/or exceed all City landscaping requirements.

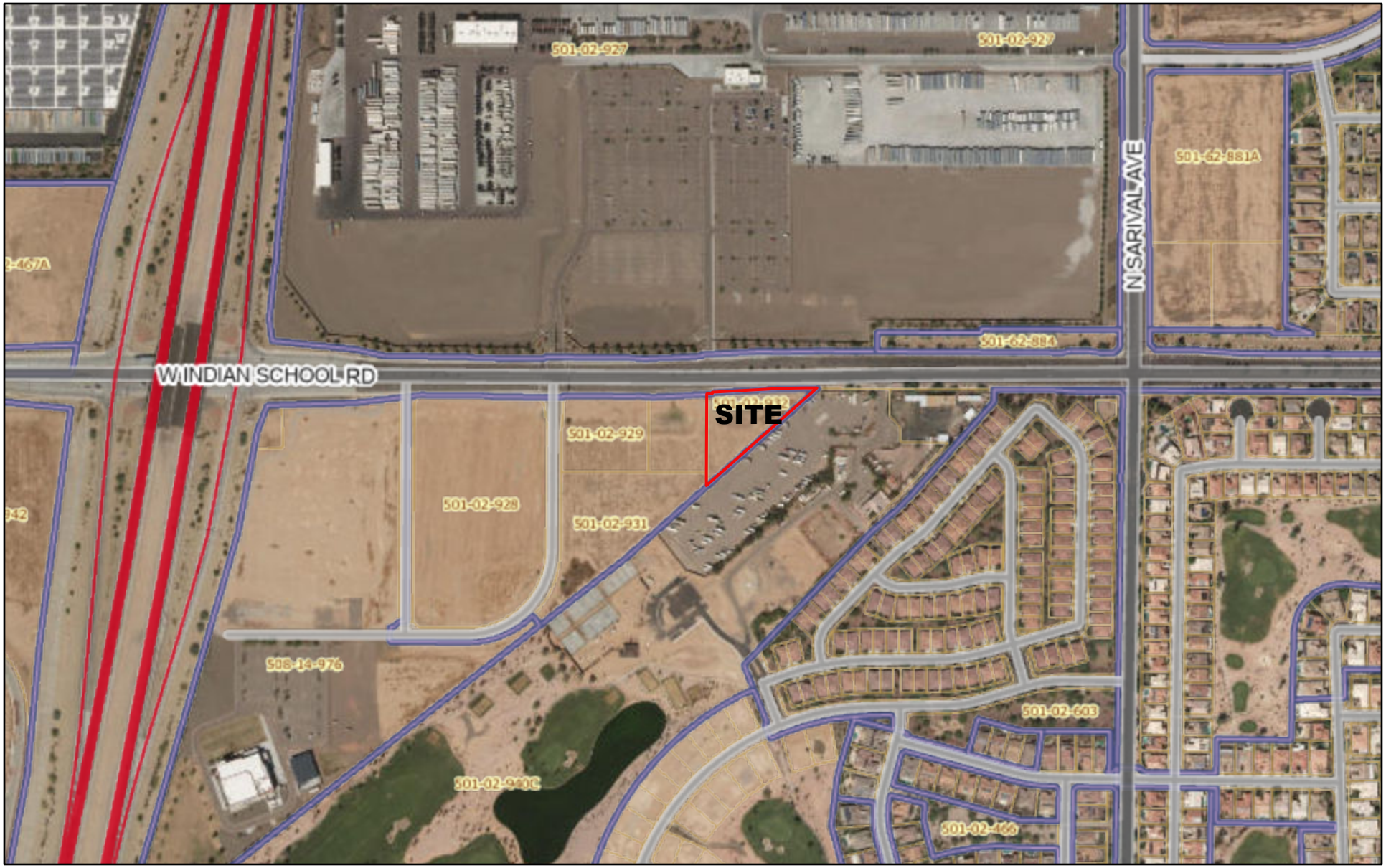
Access will be provided via a shared drive off of Indian School Road in accordance with the previously approved site plan for the Triangle (attached at **Exhibit 6**).

V. Conclusion

Super Stars's proposed development will be high-quality and suitable for the area while providing jobs and necessary goods and services. Super Star will make good use of this challenging Site and will benefit the area. We request your approval.

EXHIBIT 1

Aerial



September 25, 2024

Override 1

1:6,912

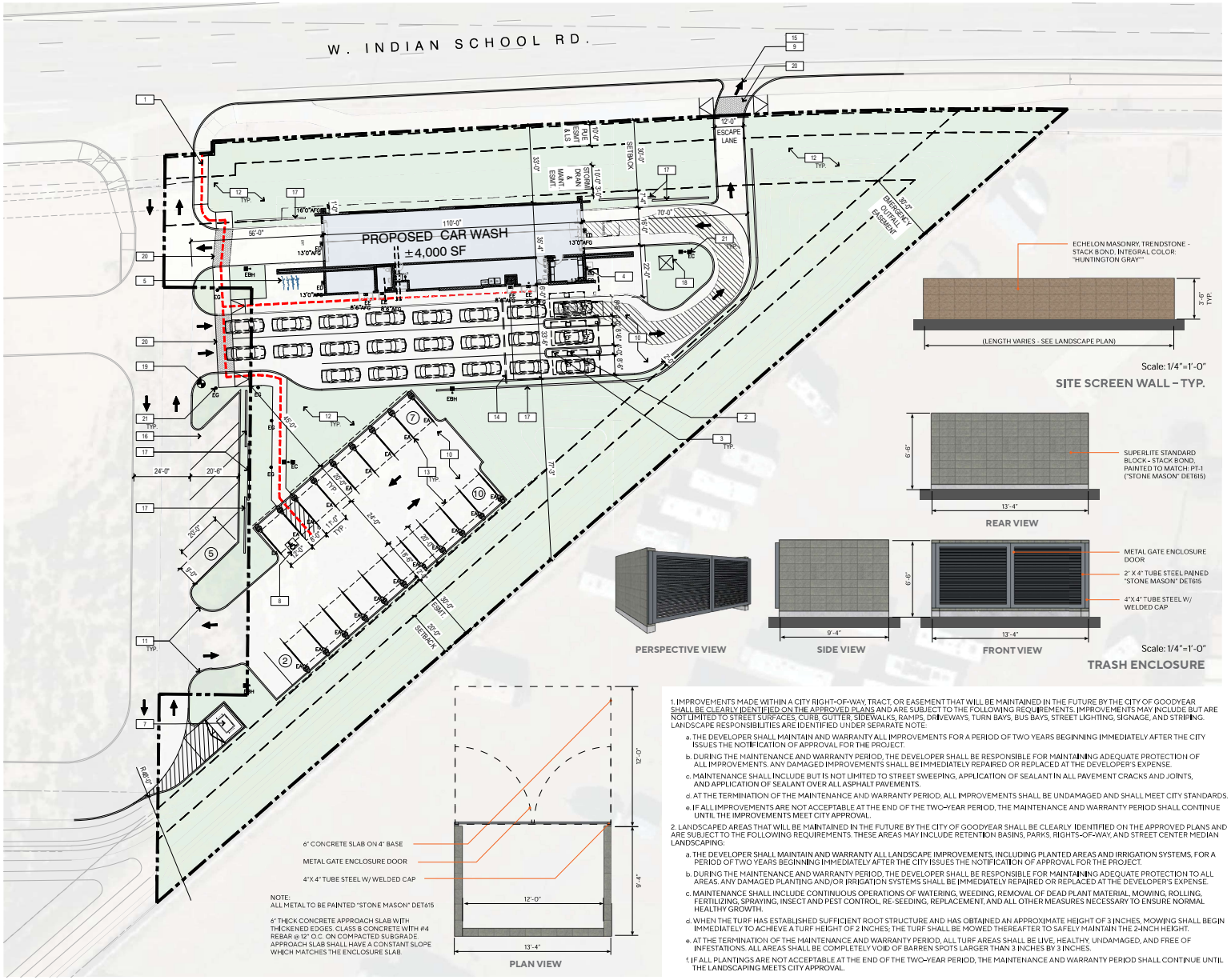
0 0.05 0.1 0.2 mi

0 0.07 0.15 0.3 km

Maricopa County GIO, Maricopa County Assessor's Office

2024 - Maricopa County Assessor's Office

EXHIBIT 2



Scale: 1/4"=1'-0"

SITE SCREEN WALL – TYP.

Scale: 1/4"=1'-0"

TRASH ENCLOSURE

NOTE:
ALL METAL TO BE PAINTED "STONE MASON" DET615

6" THICK CONCRETE APPROACH SLAB WITH THICKENED EDGES. CLASS B CONCRETE WITH #4 REBAR @ 12" O.C. ON COMPACTED SUBGRADE. APPROACH SLAB SHALL HAVE A CONSTANT SLOPE WHICH MATCHES THE ENCLOSURE SLAB.

PLAN VIEW

1. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURB, GUTTER, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING. LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER SEPARATE NOTE.
   a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   c. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.
   d. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
   e. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
2. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING:
   a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   c. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
   d. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES. THE TURF SHALL BE MOWED THEREAFTER TO SAFELY MAINTAIN THE 2-INCH HEIGHT.
   e. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
3. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.



VICINITY MAP N.T.S.

SITE DATA TABLE		
GENERAL		
ADDRESS	SEC LOOP 303 & W. INDIAN SCHOOL ROAD, GOODYEAR AZ 85395	
ZONING	**PAD** (PLANNED AREA DEVELOPMENT) W/ APPLIED **C-2** (GENERAL COMMERCIAL DISTRICT)	
PROPOSED USE	**AUTOMATED EXPRESS, FULL-SERVICE CAR WASH** (110' CARWASH BAY / TUNNEL)	
HOURS OF OPERATION	7 AM - 7PM (12 HOURS)	
ASSESSOR PARCEL NO.	**501-02-932**	
SITE GROSS AREA	**SELECTED PORTION = ± 56,185 SF / ± 1.29 AC**	
BUILDING GROSS AREA	**± 4,000 SF**	
CONSTRUCTION TYPE	**V-B** / FULLY-SPRINKLERED	
OCCUPANCY	**B - BUSINESS**	
	REQUIRED / ALLOWED	PROVIDED
MAX. FLOOR AREA RATIO	-	0.071 : 1 **(± 4,000 SF)**
MAX. LOT COVERAGE	MAX. 50%	7.12% **(± 4,000 SF)**
LANDSCAPE COVERAGE	-	SEE LANDSCAPE PLAN
MAX. STORIES	-	1
MAX. BUILDING HEIGHT	56'-0"	30'-0"
MIN. FRONT YARD SETBACK	30'-0"	31'-0"
MIN. SIDE SETBACK	-	-
MIN. REAR SETBACK	-	-
PARKING CALCULATIONS		
PARKING SPACES PROVIDED		
9'X20' REGULAR PARKING		
12'X20' ADA ACCESSIBLE VACUUM BAYS (1 VAN ACCESSIBLE)	**1 SPACE (INCLUDES 1'-6" OVERHANG)**	
11'X20' REGULAR VACUUM BAYS	**16 SPACES (INCLUDES 1'-6" OVERHANG)**	
TOTAL VACCUM BAYS	**17 SPACES**	
BICYCLE PARKING	REQUIRED	PROVIDED
SEC. 6-4-2	4 SPACES	**4 SPACES**

KEY NOTES:

1	PEDESTRIAN ACCESS (ADA COMPLIANT)
2	THREE LANE QUEUE AND P.O.S. TERMINALS, TYP.
3	CONCRETE PAD
4	SERVICE ENTRANCE SECTION, FINAL LOCATION TO BE DETERMINED BY POWER.
5	BICYCLE PARKING
6	NOT USED.
7	TRASH ENCLOSURE PER CITY STANDARDS
8	ACCESSIBLE PARKING, SIGNAGE AND STRIPING PER CITY STANDARDS.
9	VEHICLE ESCAPE LANE
10	CONCRETE PAVING
11	6" CURB & GUTTER
12	LANDSCAPING
13	12'x20' VACUUM STATIONS
14	LPR ARCH
15	RIGHT-OUT ONLY
16	PROPOSED 45 DEGREE PARKING
17	3'-6" HIGH SCREEN WALL (SEE LANDSCAPE PLAN)
18	TRANSFORMER
19	(N) FIRE HYDRANT
20	STAMPED CONCRETE OR PAVERS (SEE LANDSCAPE PLAN)
21	SITE LIGHTING (SEE PHOTOMETRICS PLAN)

PREPARED BY
AO
144 N. ORANGE STREET, ORANGE, CA 92866
714.639.9860
DATE PREPARED
2025-07-24
JOB#
2024-0392
SCALE
1" = 20'

SUPER STAR CAR WASH

LOOP 303 & INDIAN SCHOOL

SEC LOOP 303 & W. INDIAN SCHOOL ROAD | GOODYEAR - AZ 85395

SITE PLAN

N

20' 0 10' 20' 30' 40'

SCALE: 1" = 20'-0"

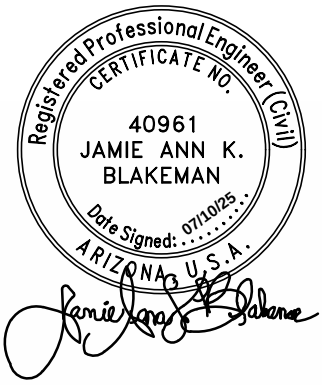
AO Architecture. Design. Relationships.

A1.0

Scale 1" = 20'-0"
Job No. 2024-0392
Date 2025-07-24

EXHIBIT 3

To:	Chelsea Austin Superstar Car Wash	**Date:**	July 10, 2025
From:	Jamie Ann K. Blakeman, PE, PTOE		
Job Number:	24.5727		
RE:	Superstar Car Wash Loop 303 & Indian School Traffic Impact Statement		



INTRODUCTION

Lōkahi, LLC (Lōkahi) has prepared a Traffic Impact Statement for the Superstar Car Wash located on the south side of Indian School Road approximately 530 feet east of 166th Avenue in Goodyear, Arizona. See **Figure 1** for the vicinity map.



Figure 1 - Vicinity Map

The proposed car wash development will include one (1) automated car wash tunnel with self-serve vacuum stations. Three (3) vehicle drive lanes will be provided prior to entering the car wash tunnel, totaling approximately 450 feet of on-site queuing storage. See **Attachment A** and **Figure 2** for the site plan.

The objective of this Traffic Statement is to analyze the proposed development's traffic related impacts to the adjacent street network.

10555 N. 114th Street, Suite 105
Scottsdale, AZ 85259
480.536.7150
www.lokahigroup.com

collaboration unity harmony cooperation

EXISTING CONDITIONS

The proposed site occupies parcel APN 501-92-932, zoned as Planed Area Development (PAD). See **Attachment B** for Maricopa County Assessor's parcel information.

The proposed development is bordered by Indian School Road to the north, Pebble Creek residential development and a golf course to the south and east, and vacant land to the west.

Indian School Road is an east-west roadway that provides three (3) lanes in each direction of travel separated by a raised landscape median. According to the *2035 City of Goodyear Transportation Master Plan*, Indian School Road is classified as a major arterial – road of regional significance. According to the *City of Goodyear 2019 Arterial Traffic Count Map*, Indian School Road had an ADT of 5,475 vehicles per hour (vph) and 6,318 vph in the eastbound and westbound direction, respectively, totaling 11,793 vpd in 2019. There is a posted speed limit of 45 miles per hour.

166th Avenue is a north-south private driveway south of Indian School Road. Approximately 750 feet south of Indian School, it makes a 90 degree turn to the west and becomes Piccadilly Road. It provides one (1) lane in each direction of travel. There is a posted speed limit of 35 miles per hour.

PROPOSED DEVELOPMENT

The proposed car wash development will include one (1) automated car wash tunnel and 17 self-serve vacuum stations. Three (3) drive lanes will be provided prior to entering the car wash tunnel, totaling approximately 450 feet of on-site queuing storage.

The site will be directly accessible via two (2) access points, both along Indian School Road, located approximately 530 feet and 770 feet east of 166th Avenue, respectively.

The westmost access point will be a shared right-in right-out driveway with the property to the west of the site. It currently provides an eastbound 150-foot right turn deceleration lane along the westbound Indian School Road.

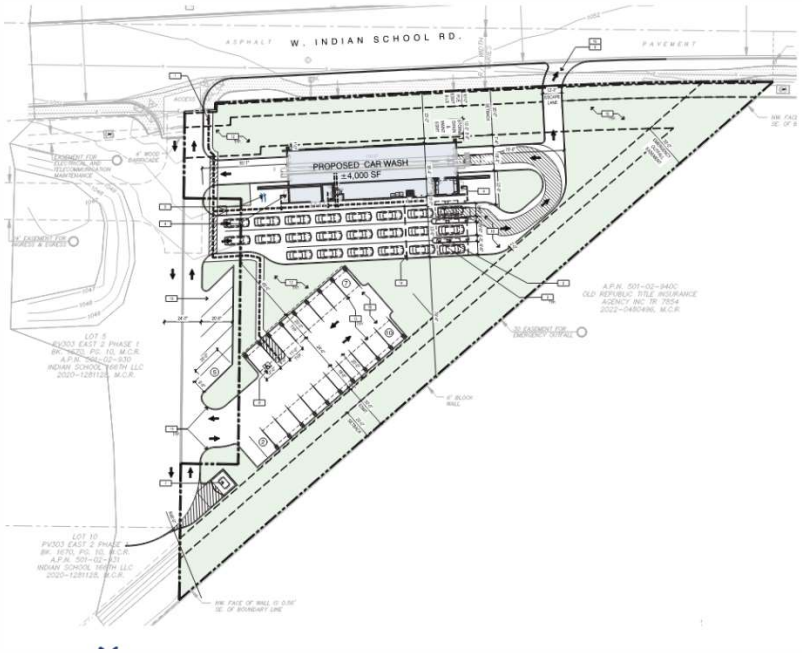


Figure 2 – Site Plan

The eastmost access will be a right-out exit only access enforced through 'No Entry,' 'Exit Only,' or equivalent signing.

Additionally, the site is accessible via two (2) full access points along 166th Avenue, approximately 320 and 620 feet south of Indian School Road, respectively. These access points are shared within The Triangle PV303 master site via cross access agreements. See **Attachment C** for the master site plan.

TRIP GENERATION

The trip generation for the proposed development was calculated utilizing the Institute of Transportation Engineers (ITE) publication entitled *Trip Generation, 11th Edition*. The ITE trip generation rates and fitted curve equations are based on studies that measure trip generation characteristics for various types of land uses. The rates are expressed in terms of trips per unit of land use type. This publication is the standard for the transportation engineering profession.

ITE Land Use 948 – Automated Carwash is a facility that allows for the mechanical cleaning of the exterior of vehicles. This most closely represents the proposed development. The data provided in Land Use 948 is limited to PM peak hour trip rates and formulas. AM and weekday trip rates and formulas are not provided for this land use.

ITE Land Use 949 – Car Wash and Detail Center, which is a similar land use, provides percentages of daily traffic that occurs at 15-minute intervals throughout an average weekday. Therefore, the calculated PM peak hour (using ITE Land Use 948) was correlated with the highest hourly percentages between 7:30 and 8:30 am between 4:00 and 5:00 pm (using ITE Land Use 949). This calculation was used to ultimately calculate the proposed development's weekday and AM peak hour trips.

The total trip generation calculations are shown in **Table 1**. See **Attachment D** for detailed trip generation calculations.

Table 1 – Trip Generation

Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Automated Car Wash	948/949	1	Car Wash Tunnels	897*	49*	25*	24*	78	39	39

*ITE Land Use 949 – Car Wash and Detail Center Percent of Daily Traffic data utilized to determine trips
AM Peak Hour - 7:30-8:30
PM Peak Hour 4:00-5:00

The proposed development is anticipated to generate 897 weekday trips, with 49 trips occurring during the AM peak hour and 78 trips occurring during the PM peak hour.

SUMMARY

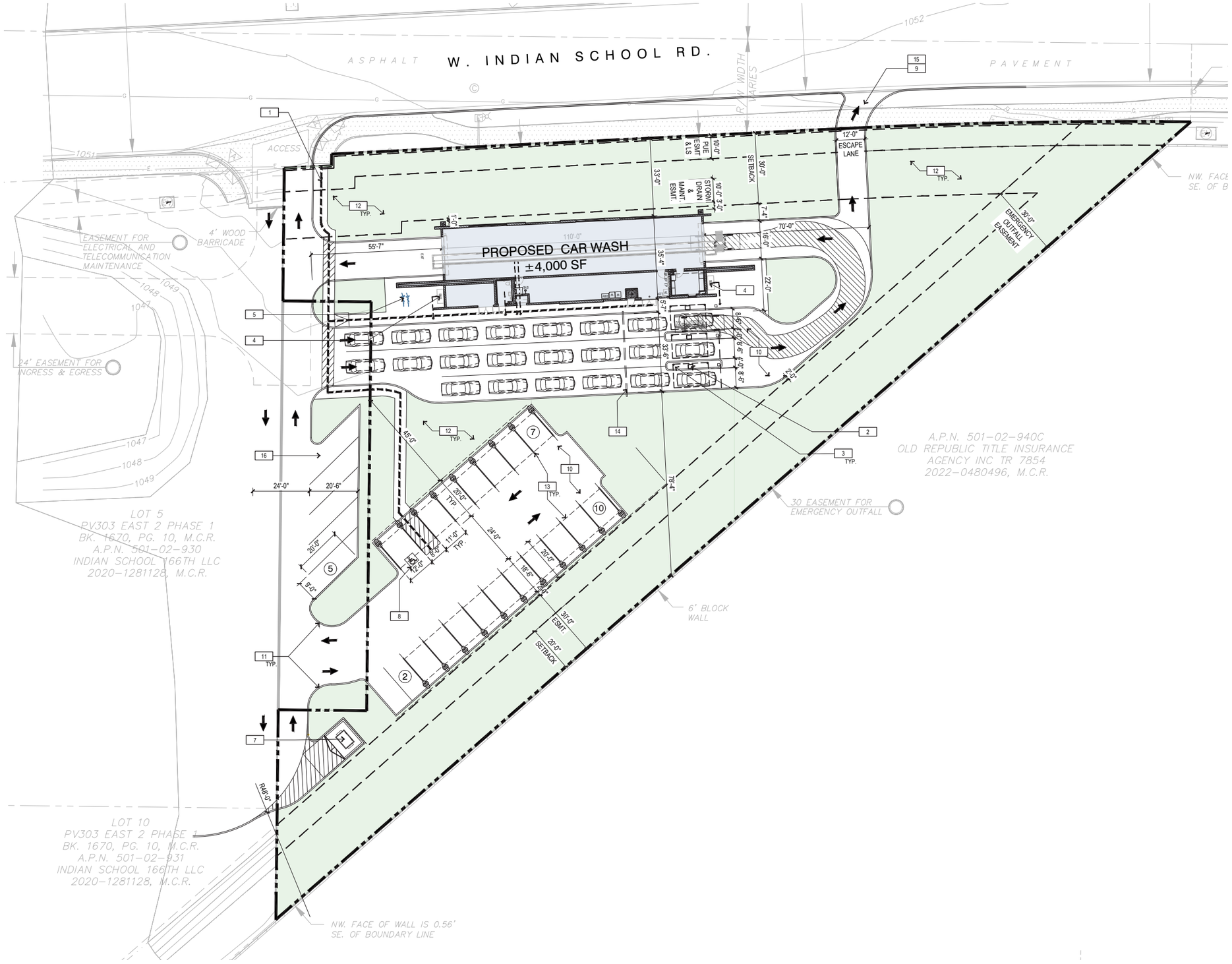
The proposed car wash development will include one (1) automated car wash tunnel and 17 self-serve vacuum stations. Three (3) drive lanes will be provided prior to entering the car wash tunnel, totaling approximately 450 feet of on-site queuing storage.

The proposed development is anticipated to generate 897 weekday trips, with 49 trips occurring during the AM peak hour and 78 trips occurring during the PM peak hour.
The site will be accessible via two (2) access points, both along Indian School Road, located approximately 530 feet and 770 feet east of 166th Avenue, respectively. The westmost access point will be a shared right-in right-out driveway with the property to the west of the site. It currently provides an eastbound 150-foot right turn deceleration lane along Indian School Road. The eastmost access will be a right-out exit only access enforced through 'No Entry,' 'Exit Only,' or equivalent signing. Additionally, the site will be accessible via two (2) full access points along 166th Avenue, within The Triangle PV303 master site via cross access agreements.

As previously mentioned, the 2019 ADT along Indian School Road was 11,793 vpd. The future 897 daily trips generated by this site would represent an approximate 7.61% increase in average weekday traffic along Indian School Road is expected.

In conclusion, the additional traffic generated by the proposed development is anticipated to result in minimal traffic-related impacts to the existing roadway network and the surrounding area.

ATTACHMENT A – PROPOSED SITE PLAN





VICINITY MAP N.T.S.

SITE DATA TABLE

GENERAL		
ADDRESS	SEC LOOP 303 & W. INDIAN SCHOOL ROAD, GOODYEAR AZ 85395	
ZONING	**PAD** (PLANNED AREA DEVELOPMENT) W/ APPLIED **C-2** (GENERAL COMMERCIAL DISTRICT)	
PROPOSED USE	**AUTOMATED EXPRESS, FULL-SERVICE CAR WASH** (110' CARWASH BAY / TUNNEL)	
HOURS OF OPERATION	7AM - 7PM (12 HOURS)	
ASSESSOR PARCEL NO.	**501-02-932**	
SITE GROSS AREA	**SELECTED PORTION = ± 56,185 SF / ± 1.29 AC**	
BUILDING GROSS AREA	**± 4,000 SF**	
CONSTRUCTION TYPE	**V-B** / FULLY-SPRINKLERED	
OCCUPANCY	**B - BUSINESS**	
	REQUIRED / ALLOWED	PROVIDED
MAX. FLOOR AREA RATIO	-	0.071 : 1 **(± 4,000 SF)**
MAX. LOT COVERAGE	MAX. 50%	7.12% **(± 4,000 SF)**
LANDSCAPE COVERAGE	-	SEE LANDSCAPE PLAN
MAX. STORIES	-	1
MAX. BUILDING HEIGHT	56'-0"	30'-0"
MIN. FRONT YARD SETBACK	30'-0"	31'-0"
MIN.SIDE SETBACK	-	-
MIN. REAR SETBACK	-	-

PARKING CALCULATIONS	
PARKING SPACES PROVIDED	
9'X20' REGULAR PARKING	-
12'X20' ADA ACCESSIBLE VACUUM BAYS (1 VAN ACCESSIBLE)	**1 SPACE (INCLUDES 1'-6" OVERHANG)**
11'X20' REGULAR VACUUM BAYS	**16 SPACES (INCLUDES 1'-6" OVERHANG)**
TOTAL VACCUM BAYS	**17 SPACES**

PARKING	REQUIRED	PROVIDED
SEC. 6-4-2	2 SPACES	**2 SPACES**

KEY NOTES:

1. PEDESTRIAN ACCESS (ADA COMPLIANT)
2. THREE LANE QUEUE AND P.O.S. TERMINALS, TYP.
3. CONCRETE PAD
4. SERVICE ENTRANCE SECTION, OPTION LOCATIONS WITH FINAL LOCATION TO BE DETERMINED BY POWER.
5. BICYCLE PARKING
6. NOT USED.
7. TRASH ENCLOSURE PER CITY STANDARDS
8. ACCESSIBLE PARKING, SIGNAGE AND STRIPING PER CITY STANDARDS.
9. VEHICLE ESCAPE LANE
10. CONCRETE PAVING
11. 6" CURB & GUTTER
12. LANDSCAPING
13. 12'x20' VACUUM STATIONS
14. LPR ARCH
15. RIGHT-OUT ONLY
16. PROPOSED 45 DEGREE PARKING

SUPER STAR CAR WASH

LOOP 303 & INDIAN SCHOOL

SEC LOOP 303 & W. INDIAN SCHOOL ROAD | GOODYEAR - AZ 85395

SITE PLAN

N

20': 0 10' 20' 30' 40'

SCALE: 1" = 20'-0"

Architecture. Design. Relationships.

A1.0

Scale 1" = 20'-0"
Job No. 2024-0392
Date 2025-03-20

ATTACHMENT B – MARICOPA COUNTY ASSESSOR

501-02-932 Land Parcel

This is a Land parcel The current owner is INDIAN SCHOOL 166TH LLC. It is located in the PV303 EAST 2 PHASE 1 subdivision, and MCR 137010. It was last sold on 08/01/2020 for $2,500,000. Its current year full cash value is $550,800.

MAPS | PICTOMETRY | $ VIEW/PAY TAX BILL | DEED

OWNER | VALUATIONS | ADDITIONAL INFO | MAP FERRET

REGISTER RENTAL | PRINT DETAILS

PROPERTY INFORMATION

MCR #	137010
Description	PV303 EAST 2 PHASE 1 MCR 1370-10 PARCEL 7
Lat/Long	|
Lot Size	62,663 sq ft.
Lot #	7
High School District	AGUA FRIA UNION #216
Elementary School District	LITCHFIELD ELEMENTARY SCHOOL DISTRICT
Local Jurisdiction	GOODYEAR
S/T/R	25 2N 2W
Market Area/Neighborhood	09/018
Subdivision (7 Parcels)	PV303 EAST 2 PHASE 1

OWNER INFORMATION

INDIAN SCHOOL 166TH LLC

Mailing Address	7209 E MCDONALD DR UNIT 47, SCOTTSDALE, AZ 85250
Deed Number	20201281128
Last Deed Date	12/28/2020
Sale Date	08/01/2020
Sale Price	$2,500,000

VALUATION INFORMATION

We provide valuation information for the past 5 years. For mobile display, we only show 1 year of valuation information. Should you need more data, please look at our data sales.

The Valuation Information displayed below may not reflect the taxable value used on the tax bill due to any special valuation relief program. CLICK HERE TO PAY YOUR TAXES OR VIEW YOUR TAX BILL

Tax Year	2025	2024	2023	2022	2021
Full Cash Value	$550,800	$550,800	$381,500	$294,600	$294,600
Limited Value	$306,711	$292,106	$278,196	$264,949	$252,332
Legal Class	2.R	2.R	2.R	2.R	2.R
Description	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P	AG / VACANT LAND / NON-PROFIT R/P
Assessment Ratio	15%	15%	15%	15%	15%
Assessed LPV	$46,007	$43,816	$41,729	$39,742	$37,850
Property Use Code	0022	0022	0022	0022	0022
PU Description	Vacant Land	Vacant Land	Vacant Land	Vacant Land	Vacant Land
Tax Area Code	790809	790809	790809	790809	790809
Valuation Source	Notice	Notice	Notice	Notice	Notice

ADDITIONAL PROPERTY INFORMATION

Additional property data.

Construction Year	
Weighted Construction Year	
Improvement Quality	()
Pool	
Living Area	
Patio(s)	Covered: | Uncovered:
Exterior Wall Type	
Roof Type	
Bath Fixtures	
Garage Stalls	
Carport Stalls	

MAP FERRET MAPS

Mapferret maps, also known as MapId maps, pdf maps, or output maps are now available here without having to search.

- Parcel Maps (2)
- Subdivision Maps (2)
- MCR Maps (2)
- Book/Map Maps (37)

CAUTION! USERS SHOULD INDEPENDENTLY RESEARCH AND VERIFY INFORMATION ON THIS WEBSITE BEFORE RELYING ON IT.

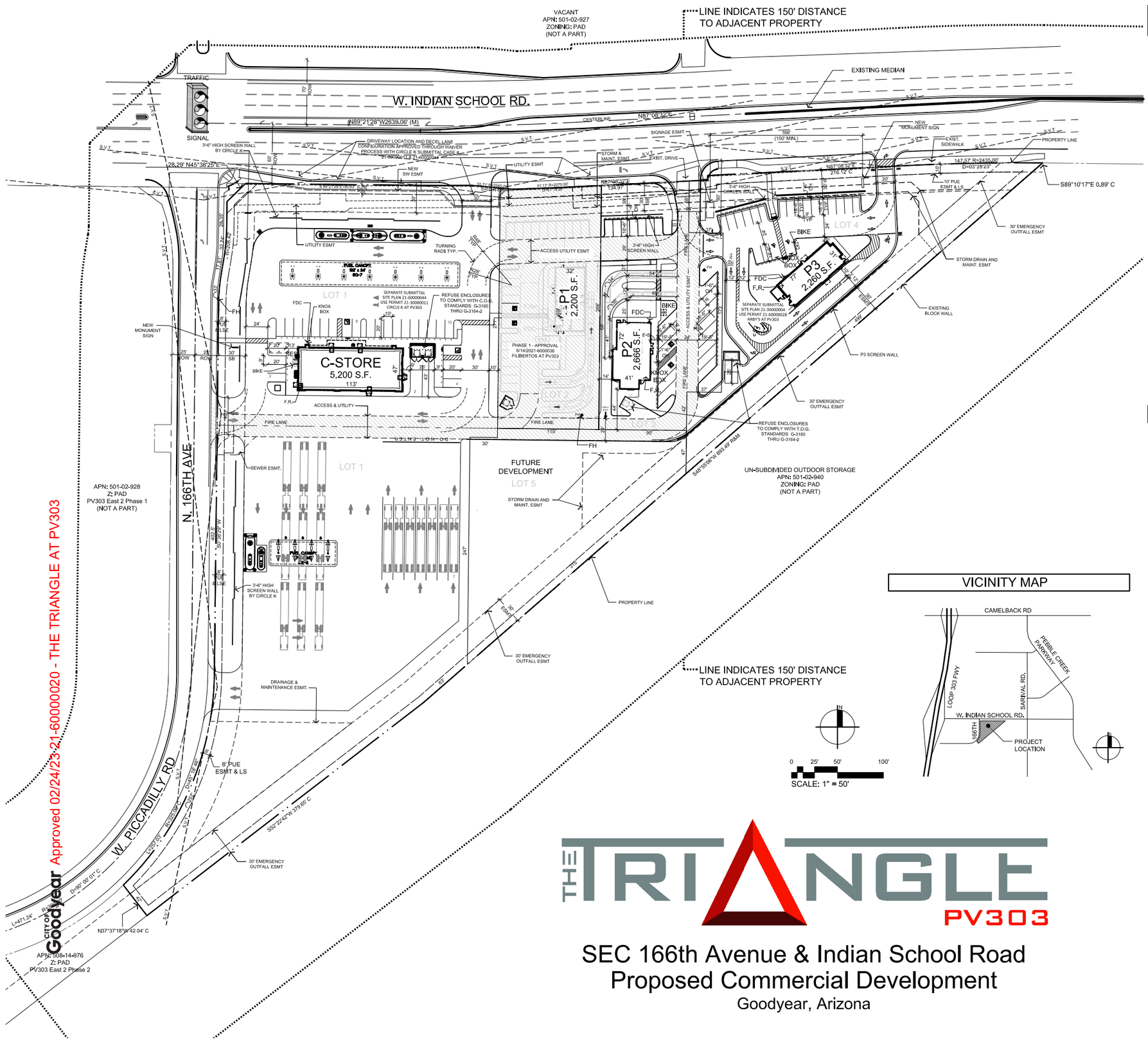
The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real and personal property. Please contact the Maricopa County S.T.A.R. Center at (602) 506-3406 if you believe any information is incomplete, out of date, or incorrect so that appropriate corrections can be addressed. Please note that a statutory process is also available to correct errors pursuant to Arizona Revised Statutes 42-16254.

The Assessor does not guarantee that any information provided on this website is accurate, complete, or current. In many instances, the Assessor has gathered information from independent sources and made it available on this site, and the original information may have contained errors and omissions. Errors and omissions may also have occurred in the process of gathering, interpreting, and reporting the information. Information on the website is not updated in "real time". In addition, users are cautioned that the process used on this site to illustrate the boundaries of the adjacent parcels is not always consistent with the recorded documents for such parcels. The parcel boundaries depicted on this site are for illustrative purposes only, and the exact relationship of adjacent parcels should be independently researched and verified. The information provided on this site is not the equivalent of a title report or a real estate survey. Users should independently research, investigate and verify all information before relying on it or in the preparation of legal documents.

By using this website, you acknowledge having read the above and waive any right you may have to claim against Maricopa County, its officers, employees, and contractors arising out of my reliance on or the use of the information provided on this website.

ATTACHMENT C – MASTER SITE PLAN

CITY OF Goodyear Approved 02/24/23 21-60000020 - THE TRIANGLE AT PV303



VICINITY MAP

THE TRIANGLE PV303

SEC 166th Avenue & Indian School Road
Proposed Commercial Development
Goodyear, Arizona

CITY OF Goodyear Approved 02/24/23 21-60000020 - THE TRIANGLE AT PV303

CITY OF GOODYEAR SITE PLAN NOTES (EDS&PM 8.1.1.C)

1. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURB, GUTTER, SIDEWALKS, RAMPS DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING.
LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER SEPARATE NOTE:
a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
c. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.
d. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
e. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
2. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING:
City of Goodyear, Arizona Engineering Design Standards and Policies Manual
Chapter 8 – Site Development 2017 Page 3 of 11
a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS, ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
c. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
d. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES; THE TURF SHALL BE MOWED THEREAFTER TO SAFELY MAINTAIN THE 2-INCH HEIGHT.
e. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
f. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

SITE PLAN GENERAL NOTES

1. ALL DRIVE-THRU USERS WILL REQUIRE A SEPARATE USE PERMIT APPROVAL.
2. THE TRIANGLE IS LOCATED WITHIN LIGHTING ZONE 2.
3. THE MINIMUM FIRE HYDRANT FIRE FLOW REQUIREMENTS FOR THIS PROPOSED PROJECT WILL BE THREE THOUSAND FIVE HUNDRED (3,500) GPM FOR TWO (2) HOURS. THE WATER SUPPLY SERVING THIS AREA WILL BE REQUIRED TO SUPPORT THIS AMOUNT, PLUS THE FIRE SPRINKLER AND STANDPIPE SYSTEM DEMAND, AND BE PART OF A LOOPED SYSTEM. THE AMOUNT CAN BE INCREASED BASED ON FINAL BUILDING SIZE, STORAGE METHODS, COMMODITIES, ETC. FLOW TESTING WILL BE REQUIRED TO DEMONSTRATE MEETING THIS REQUIREMENT.
4. WHEN THE SIZE OF A SINGLE BUILDING OR THE TOTAL SQUARE FOOTAGE OF MULTIPLE BUILDINGS EXCEED SIXTY-TWO THOUSAND (62,000) SQUARE FEET, A SECOND, SUFFICIENTLY SEPARATED ACCESS ROAD FOR THE DEVELOPMENT IS REQUIRED. THE ACCESS ROADS NEED TO BE SEPARATED BY A DISTANCE OF AT LEAST 1/2 OF THE DIAGONAL DISTANCE OF THE AREA SERVED. OSBORN ROAD WILL NEED TO BE COMPLETED BEFORE A CERTIFICATE OF OCCUPANCY CAN BE ISSUED ON THE BUILDING.
5. FIRE HYDRANTS ARE REQUIRED TO BE PLACED SO THAT ALL EXTERIOR PORTIONS OF THE STRUCTURES ARE WITHIN FOUR HUNDRED (400) FEET HOSE LAY DISTANCE TO A FIRE HYDRANT. THE MAXIMUM DISTANCE BETWEEN FIRE HYDRANTS IS TO BE THREE HUNDRED (300) FEET. FIRE HYDRANTS WILL NEED TO BE SHOWN ON THE SITE PLAN FOR EVALUATION.
6. DRIVE AISLES WHERE FIRE HYDRANTS ARE LOCATED ARE REQUIRED TO BE A MINIMUM OF TWENTY-SIX (26) FEET WIDE. PROVIDE DIMENSIONS ON THE SITE PLAN IN ORDER TO VERIFY MEETING THIS REQUIREMENT.
7. FIRE APPARATUS MOVEMENT IS TO BE SHOWN ON THE SITE PLAN TO SHOW THAT FIRE APPARATUS WILL NOT IMPACT PARKED VEHICLES OR CURBING WHILE MANEUVERING. THE TURNING RADIUS IS TWENTY-EIGHT (28) FOOT INSIDE AND FORTY-EIGHT (48) FOOT OUTSIDE.
8. FIRE LANES ARE REQUIRED TO BE IDENTIFIED AND PROPERLY MARKED. THE SITE PLAN WILL NEED TO IDENTIFY THE FIRE LANES AND HOW THEY ARE TO BE MARKED USING SIGNAGE OR, IF APPROVED, RED PAINTED CURBING WITH WHITE LETTERING. SIGNAGE IS TO BE INSTALLED AT THE BEGINNING AND END OF EACH FIRE LANE WITH SIGNS SPACE NOT MORE THAN ONE HUNDRED (100) FEET APART.
9. ANY GATES INSTALLED ACROSS A FIRE APPARATUS ACCESS ROAD WILL REQUIRE A SEPARATE SUBMITTAL AND PERMIT. PROVIDE A NOTE ON THE SITE PLAN FOR ANY GATES, THAT SEPARATE PERMITS ARE REQUIRED. AUTOMATIC GATES WILL REQUIRE A TRAFFIC PRE- EMPTION DEVICE (OPTICOM) AND A KNOX KEY SWITCH FOR EMERGENCY OPERATION AT EACH LOCATION. THE TRAFFIC PRE- EMPTION DEVICE IS TO BE LOCATED SO THAT IT CAN "SEE" THE APPROACHING FIRE APPARATUS AND SIGNAL THE GATE TO OPEN. THE KNOX KEY SWITCH IS TO BE MOUNTED ON A PEDESTAL, APPROXIMATELY SIXTY-SIX (66) INCHES ABOVE GRADE, A MINIMUM OF TEN (10) FEET FROM THE GATE, AND ON THE DRIVER'S SIDE IN ORDER FOR THE DRIVER TO OPERATE THE SWITCH WITHOUT DISMOUNTING THE FIRE APPARATUS.
10. AN ELEVATION PLAN FOR THE STRUCTURE IS TO SHOW THE PROPOSED LOCATION OF THE BUILDING ADDRESS ON THE APPROACH SIDE OF THE BUILDING, ALONG WITH THE SIZE OF THE NUMBERS FOR EVALUATION. THE MINIMUM SIZE NUMBERS ARE TO BE TWELVE (12) INCHES HIGH WITH A TWO (2) INCH STROKE, MUST BE OF A CONTRASTING COLOR, AND MOUNTED HIGH ON THE BUILDING TO BE VISIBLE FROM THE STREET. BUILDINGS LOCATED FURTHER THAT SEVENTY-FIVE (75) FEET FROM STREET WILL REQUIRE LARGER NUMBERS. MULTIPLE ADDRESS LOCATIONS MAY BE REQUIRED ON SOME BUILDINGS.
11. ALL BUILDINGS WILL BE REQUIRED TO HAVE AN AUTOMATIC FIRE SPRINKLER SYSTEM INSTALLED. NOTE THE FIRE SPRINKLER RISER LOCATIONS ON THE SITE PLAN IN ORDER TO EVALUATE ACCESS.
12. THE SITE PLAN IS TO SHOW THE LOCATION OF THE FIRE DEPARTMENT CONNECTIONS (FDC) FOR EVALUATION. THE FDC IS TO BE LOCATED ON THE APPROACH SIDE OF THE BUILDING AND WITHIN ONE HUNDRED FIFTY (150) FEET OF A FIRE HYDRANT.
13. KNOX BOXES ARE REQUIRED AT THE FRONT ENTRANCE OF ALL BUILDINGS AND AT ANY FIRE SPRINKLER RISER ROOM. KNOX BOXES WILL ALSO BE REQUIRED AT ANY DOOR TO AN INTERIOR ROOF ACCESS, ELECTRICAL ROOM, OR HAZARDOUS AREA. ADDITIONAL KNOX BOXES WILL BE REQUIRED FOR LARGE OR COMPLEX BUILDINGS.
14. ALL BUILDINGS ARE REQUIRED TO BE EVALUATED FOR EMERGENCY RESPONDER RADIO COVERAGE (ERRC) INSIDE THE BUILDING. AN ERRC SYSTEM MAY BE REQUIRED FOR BUILDINGS THAT DO NOT PROVIDE MINIMUM COVERAGE, AS SHOWN BY CERTIFIED TESTING. PROVIDE A NOTE ON THE SITE PLAN THAT AN ERRC SYSTEM MAY BE REQUIRED FOR THE BUILDING AND THAT ON-SITE, CERTIFIED TESTING IS REQUIRED WHEN CONSTRUCTION HAS BEEN COMPLETED BEFORE FINAL APPROVAL FOR A CERTIFICATE OF OCCUPANCY CAN BE PROVIDED. SHOULD TESTING SHOW THAT AN ERRC IS REQUIRED, FINAL APPROVAL FOR THE CERTIFICATE OF OCCUPANCY WILL NOT BE PROVIDED UNTIL THE SYSTEM IS INSTALLED, TESTED, AND APPROVED. SEPARATE SUBMITTALS AND PERMITTING IS REQUIRED FOR AN ERRC SYSTEM.
15. WHERE BUILDINGS ARE TOO LARGE TO MAINTAIN THE ONE HUNDRED FIFTY (150) FOOT HOSE LAY REQUIREMENT INSIDE A BUILDING, A CLASS 1 WET STANDPIPE SYSTEM MAY BE REQUIRED INSIDE THE BUILDING TO SUPPLEMENT INTERIOR COVERAGE TO SUPPORT SEARCH/RESCUE AND SUPPRESSION OPERATIONS. THE STANDPIPE SYSTEM IS TO BE PART OF THE AUTOMATIC FIRE SPRINKLER SYSTEM DESIGN. PROVIDE A NOTE ON THE SITE PLAN THAT CLASS 1 STANDPIPES, THAT ARE PART OF THE AUTOMATIC FIRE SPRINKLER SYSTEM, MAY BE REQUIRED TO BE INSTALLED INSIDE THE BUILDING.

PROJECT DATA

PROJECT TEAM

DEVELOPER:
INDIAN SCHOOL 166TH LLC.
7209 E. MCDONALD DR.
UNIT 47
SCOTTSDALE, ARIZONA 85250
PH: 602-390-6838
CONTACT: T.A. SHOVER
EMAIL: Tashover@cox.net

ARCHITECT:
BUTLER DESIGN GROUP
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SUITE 107
PHOENIX, AZ 85034
PH: 602-957-1800
CONTACT: RICK BUTLER
E-MAIL: RButler@butlerdesigngroup.com

LANDSCAPE:
LASKIN & ASSOCIATES
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SUITE 230
PHOENIX, ARIZONA 85012
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E-MAIL: Hardy@laskindesign.com

CIVIL:
ATWELL, LLC.
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PH: 480-218-8831
CONTACT: CASEY PENNINGTON
E-MAIL: cpennington@atwell-group.com

QUARTER SECTIONS:

A PORTION OF THE NORTH HALF OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA.

BENCHMARK

CITY OF GOODYEAR BRASS CAP, IN MANHOLE LOCATED AT THE INTERSECTION OF SARIVAL AVENUE AND CAMELBACK ROAD, ALSO BEING THE NORTHEAST CORNER OF SECTION 24,T2N,R2W. CITY OF GOODYEAR BM#G3703.
ELEVATION= 1062.85 FEET NAVD 88 DATUM (HELD)
ELEVATION= 1061.12 FEET NAVD 29 DATUM (HELD)
SECONDARY BENCHMARK:
CITY OF GOODYEAR BRASS CAP IN MANHOLE LOCATED AT THE INTERSECTION OF INDIAN SCHOOL ROAD AND COTTON LANE, ALSO BEING THE NORTHEAST CORNER OF SECTION 24, T2N, R2W, CITY OF GOODYEAR BM#G3704
ELEVATION= 1066.99 FEET NAVD 88 DATUM

SITE DATA

ZONING:	PV 303 PAD
APN#(s):	501-02-929, 501-02-930, 501-02-931, 501-02-932
PUC:	0022
SECTION:	25
TOWNSHIP:	2N
RANGE:	2W
LIGHTING ZONE:	2
TOTAL NET SITE AREA:	341,879 S.F. (7.8 AC.)

BUILDING DATA

TOTAL BUILDING AREA:	16,934 S.F.
COVERAGE (50% MAX):	16,934 S.F. / 341,879 S.F. = 5%
MAX. BUILDING HEIGHT:	56'-0" FT

PARKING DATA

RETAIL (C-STORE): 1 SPACE PER 300 SF (5,200/300)	17 SPACES
RESTAURANT; 1 PER 50 SF/INDOOR DINNING, (7,126*.35/50)	49 SPACES
RESTAURANT: 1 PER 150 SF/KITCHEN/SERV. (7,126*.65/150)	31 SPACES
TOTAL PARKING REQUIRED:	97 SPACES
TOTAL PARKING PROVIDED:	98 SPACES
ADA PARKING REQUIRED:	4 SPACES
ADA PARKING PROVIDED:	9 SPACES
BICYCLE PARKING REQUIRED:	11 SPACES
BICYCLE PARKING PROVIDED:	11 SPACES

SITE ABBREVIATIONS

AC = ACRE
AVG. = AVERAGE
BIKE = BIKE PARKING
CONC. = CONCRETE
DG = DECOMPOSED GRANITE
D.I.D. = DRIVE IN DOOR
DS = DOWN SPOUT
D/W = DRIVE WAY
FDC = FIRE DEPARTMENT CONNECTION
FH = FIRE HYDRANT
FS = FIRE LANE SIGNAGE 100' MAX
H. = HIGH
LN. = LINE
LS = LANDSCAPE
LS / RTN. = LANDSCAPE AND RETENTION
O.H. = OVERHANG (PARKING)
O.H.D. = OVERHEAD DOOR
MIN. = MINIMUM
ROW = RIGHT OF WAY
RTN = RETENTION
S.F. = SQUARE FEET
SP = SPACE
SW = SIDEWALK
TYP. = TYPICAL
V.T. = VISIBILITY TRIANGLE
W/ = WITH
W.T. = WATER LINE
W.L.E = WATER LINE EASEMENT
WP = WALL PACK
XFRM = TRANSFORMER

SITE LEGEND

FH — FIRE HYDRANT
FDC — FIRE DEPARTMENT CONNECTION
FIRE TURNING RADIUS, TYP ALL

NOTE:
ALL LIGHTING SHALL BE SCREENED IN A DOWNWARD DIRECTION AND DIRECTED AWAY FROM ADJACENT PROPERTIES AND STREETS

SITE LEGEND

PROPERTY / RIGHT OF WAY (ROW) LINE
PUE EASEMENT
DEVELOPMENT EASEMENTS
LANDSCAPE SETBACK
ROAD CENTERLINE
150' ADJACENT PROPERTY DISTANCE
PHASE 1 - APPROVAL 6/14/2021-60000036 FILIBERTOS AT PV303

SEPARATE SUBMITTALS:
- SITE PLAN 21-60000044 USE PERMIT 21-30000011 CIRCLE-K AT PV303
- SEPARATE SUBMITTAL- SITE PLAN 21-30000004 USE PERMIT 21-60000028 ARBY'S AT PV303

01-11-2023
19123-ST20

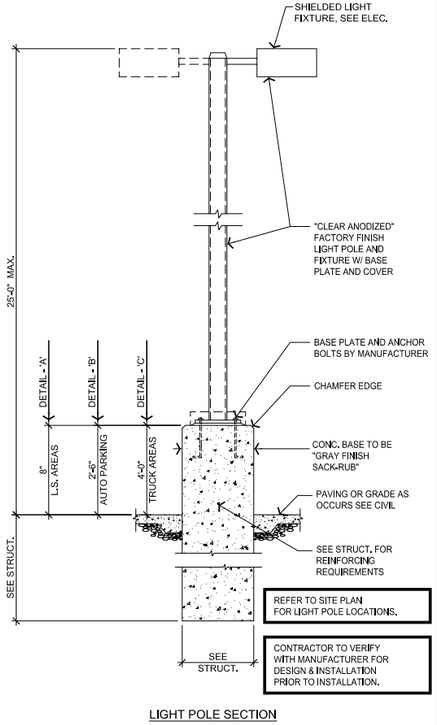
REGISTERED ARCHITECT CERTIFICATE NO. 22417 RICHARD R. BUTLER Date Signed 01-11-2023 ARIZONA, U.S.A.

Butler Design Group, Inc
architects & planners

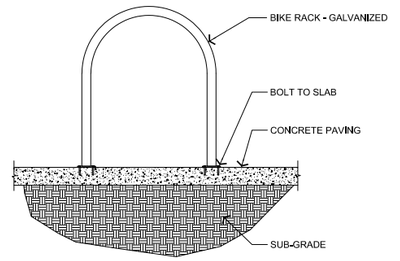
CITY OF Goodyear Approved 02/24/23 21-60000020 - THE TRIANGLE AT PV303

CITY OF Goodyear Approved 02/24/23 21-60000020 - THE TRIANGLE AT PV303

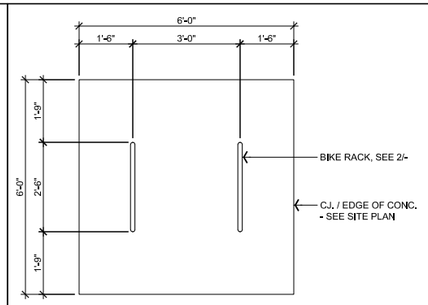
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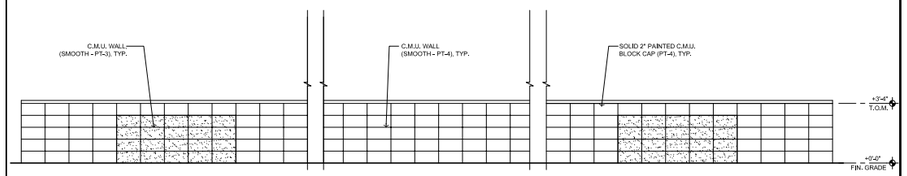
1 LIGHT POLE DETAIL
SCALE: 1/2" = 1'-0"



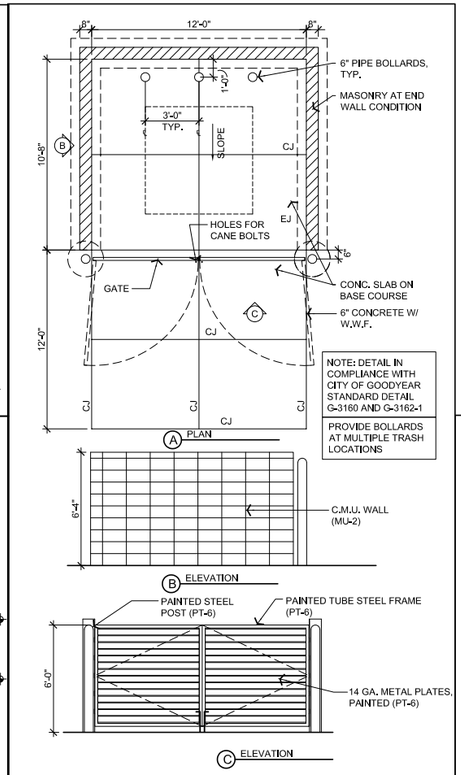
2 BICYCLE RACK SECTION
SCALE: 3/4"=1'-0"



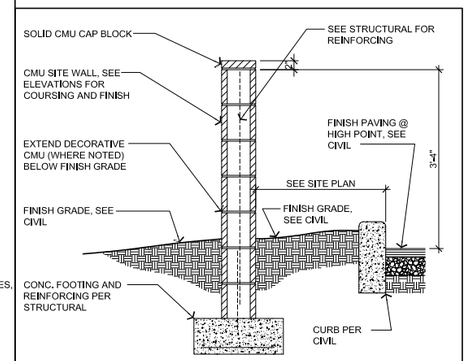
3 BICYCLE RACK PLAN
SCALE: 1/2" = 1'-0"



4 3'-6" HIGH C.M.U. SCREEN WALL ELEV.
SCALE: 1/4" = 1'-0"



5 SINGLE/MULTIPLE TRASH ENCLOSURE
SCALE: 1/4" = 1'-0"



6 PARKING SCREEN WALL SECTION
SCALE: 3/4" = 1'-0"

THE TRIANGLE PV303

SEC 166th Avenue & Indian School Road
Proposed Commercial Development
Goodyear, Arizona

02-23-2022
19123-EX03-Site Detail Sheet

EX03
SITE DETAILS

Butler Design Group, Inc
architects & planners

CITY OF Goodyear Approved 02/24/23 21-60000020 - THE TRIANGLE AT PV303

ATTACHMENT D – TRIP GENERATION

Superstar Car Wash Express Car Wash

Completed: SAS 10/15/2024

Checked:

Trip Generation Calculations (11th Edition)

948 Automated Car Wash

Land Use	ITE Code	Qty	Unit	Weekday Rate	Weekday % In	Weekday % Out	AM Peak Hour Rate	AM Peak Hour % In	AM Peak Hour % Out	PM Peak Hour Rate	PM Peak Hour % In	PM Peak Hour % Out	Weekday Total	Weekday In	Weekday Out	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	
Automated Car Wash	948	1	Car Wash Tunnels	N/A	N/A	N/A	N/A	N/A	N/A	77.50	50%	50%	N/A	N/A	N/A	N/A	N/A	N/A	78	39	39	Average
Automated Car Wash	948	1	Car Wash Tunnels	N/A	N/A	N/A	N/A	N/A	N/A	50.00	50%	50%	N/A	N/A	N/A	N/A	N/A	N/A	50	25	25	Minimum
Automated Car Wash	948	1	Car Wash Tunnels	N/A	N/A	N/A	N/A	N/A	N/A	104.50	50%	50%	N/A	N/A	N/A	N/A	N/A	N/A	105	53	52	Maximum
Land Use	ITE Code	Qty	Unit	Weekday Equation	Weekday % In	Weekday % Out	AM Peak Hour Equation	AM Peak Hour % In	AM Peak Hour % Out	PM Peak Hour Equation	PM Peak Hour % In	PM Peak Hour % Out	Weekday Total	Weekday In	Weekday Out	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	
Automated Car Wash	948	1	Car Wash Tunnels	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Equation

Automated Car Wash	Standard Deviation	N/A	N/A	33.07	
	Number of Studies	N/A	N/A	3	
	Average Size	N/A	N/A	1	
	R^2	N/A	N/A	N/A	

ITE Trip Generation Manual (11th Edition)
Appendix A

Percent of Daily Traffic During 60-Minute Period Beginning at Displayed Time

ITE Land Use 949 PM Time	ITE Land Use 949 Percent	ITE Land Use 949 AM Time	ITE Land Use 949 Percent	ITE Land Use 949 PM Time	ITE Land Use 949 Percent
4:00	8.7	7:00	3.3	**4:00**	**8.7**
4:15	7.8	7:15	4.2	4:15	7.8
4:30	7.9	7:30	5.2	4:30	7.9
4:45	7.2	**7:45**	**5.5**	4:45	7.2
5:00	7.2	8:00	5.5	5:00	7.2
5:15	7.6	8:15	5.4	5:15	7.6
5:30	8.1	8:30	5.6	5:30	8.1
5:45	8.6	8:45	6.1	5:45	8.6
	MAX 8.7%		**MAX 6.10%**		

	Weekday Total	Weekday In	Weekday Out	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	
Proposed Development	**897**	**449**	**448**	**49**	**25**	**24**	**78**	**39**	**39**	Average
	575	288	287	32	16	16	50	25	25	Minimum
	1207	604	603	66	33	33	105	53	52	Maximum

EXHIBIT 4

MD ACOUSTICS
Sound Solutions for Planning and Design
www.mdacoustics.com

AZ Office
4960 S. Gilbert Road, Ste 1-461
Chandler, AZ 85249
p. (602) 774-1950

CA Office
1197 Los Angeles Avenue, Ste C-256
Simi Valley, CA 93065
p. (805) 426-4477

April 24, 2025

Ms. Chelsea Austin
SSCW Companies
960 W. Behrend Drive, Suite 1
Phoenix, AZ 85027

Subject: SuperStar Express Car Wash at Loop 303 & Indian School – Noise Impact Study – City of Goodyear, AZ

Dear Ms. Austin:

MD Acoustics, LLC (MD) has completed a noise assessment for the proposed SuperStar Express Car Wash located near the southeast corner of Arizona State Route 303 and Indian School Road in the City of Goodyear, AZ. This assessment reviews the projected car wash operational noise levels and compares them to the City's noise ordinance. The project proposes a 113-foot car wash tunnel with 17 covered vacuum bays. For your convenience, a noise fundamentals section is provided in Appendix A to explain noise-related terms.

1.0 Assessment Overview

This assessment evaluates the projections of operational noise and compares them to the City's noise ordinance for informational purposes. The project location map is located in Exhibit A. The site plan utilized for the project is indicated in Exhibit B. The project site is zoned as single family residential. Land uses surrounding the site include general commercial to the north, vacant land to the west and south, and single family residential to the southeast and east. The nearest residences are approximately 490 feet to the southwest of the site.

2.0 Local Acoustical Requirements

The City of Goodyear provides its noise regulations within Chapters 9 and 11 of the Municipal Code. The General Plan states in Standard 42 that land uses that create significant noise shall not extend beyond property lines.

Article 9-1 FREEWAY DEVELOPMENT OVERLAY DISTRICT

9-1-2 Applicability.

All residential development and other noise sensitive land uses located within five hundred (500) feet of Freeway alignments shall comply with the provisions of this Overlay District. Noise sensitive land uses shall include schools, places of worship, childcare facilities, hospitals, nursing homes, libraries, and similar facilities, as determined by the Zoning Administrator, or his or her designee. Abatement measures are generally not required for new commercial and industrial developments. Abatement measures are generally required only with respect to structures designed for human occupancy within the specified distance from the Freeway right-of-way boundaries.

9-1-3 Sound Attenuation Plan.

A. 2. The sound attenuation plan shall include the proposed attenuation measures needed to reasonably predict that the projected exterior noise levels on the property at ground level shall not exceed the (Leq) sixty-seven (67) dBA noise level.

These regulations do not apply to the project but can be used as a point of reference for noise-sensitive uses and their limits.

Chapter 11 OFFENSES

11-1-8 Noise.

Operation of construction or landscaping equipment. It shall be unlawful for any person to operate equipment or perform any outside construction, landscaping, or repair work on residences, buildings, structures, or projects or to operate any pile driver, power shovel, electric-, battery-, or gasoline-powered blower, hedge, or tree trimming equipment, pneumatic hammer, derrick, power hoist or any other construction or landscaping type device within a residential zoning district, or within 500 feet of a residential zoning district, except within the time periods specified herein, unless a permit has been obtained beforehand from the City Manager or his or her authorized representative.

(E) Construction and landscaping start/stop times.

(1) Concrete. From April 15th to October 15th inclusive, concrete may be poured each day between the hours of 5:00 a.m. and 7:00 p.m. or at such times as authorized by permit. From October 16th to April 14th inclusive, concrete may be poured each day between the hours of 6:00 a.m. to 7:00 p.m. or at such times as authorized by permit.

(2) All other construction, landscaping, or repair work activities in residential zoning districts or within 500 feet of a residential zoning district. . From April 15th to October 15th inclusive, construction, landscaping, or repair work shall not begin prior to 6:00 a.m. and must stop by 7:00 p.m. each day in or within 500 feet of a residential zoning district or at such times as authorized by permit. From October 16th to April 14th inclusive, all other construction, landscaping, or repair work shall not begin prior to 7:00 a.m. and must stop by 7:00 p.m. each day in or within 500 feet of a residential zoning district or at such times as authorized by permit.

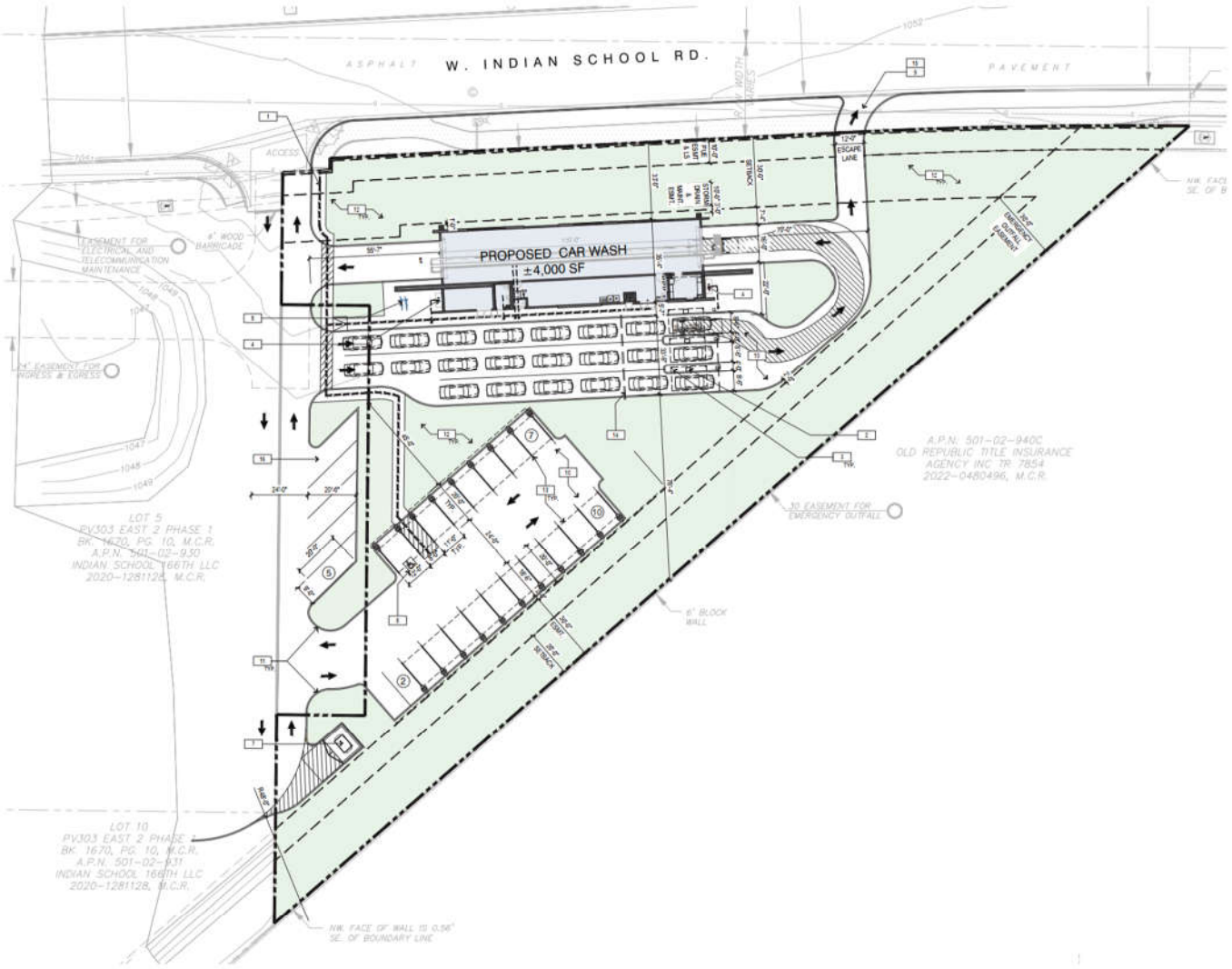
(3) Commercial and industrial zoning districts. Construction and repair work in commercial and industrial zoning districts not within 500 feet of a residential zoning district may be conducted seven days a week, 24 hours a day at any time of the year.

(F) Weekends and holidays. Notwithstanding the foregoing, construction, landscaping, or repair work within a residential zoning district, or within 500 feet of a residential zoning district, shall not begin prior to 7:00 a.m. and must stop by 7:00 p.m. on any Saturday, Sunday or a legally recognized city holiday, unless such other times are authorized by permit.

Exhibit A
Location Map



Exhibit B
Site Plan





VICINITY MAP N.T.S.

SITE DATA TABLE

GENERAL		
ADDRESS	SEC LOOP 303 & W. INDIAN SCHOOL ROAD, GOODYEAR AZ 85395	
ZONING	PAD (PLANNED AREA DEVELOPMENT) W/ APPLIED C-3 (GENERAL COMMERCIAL DISTRICT)	
PROPOSED USE	AUTOMATED EXPRESS, FULL-SERVICE CAR WASH (1 FIT CARWASH BAY / TUNNEL)	
HOURS OF OPERATION	7AM - 7PM (12 HOURS)	
ASSESSOR PARCEL NO.	501-02-932	
SITE GROSS AREA	SELECTED PORTION = ± 56,165 SF / ± 1.29 AC	
BUILDING GROSS AREA	± 4,000 SF	
CONSTRUCTION TYPE	V-B / FULLY-SPRINKLERED	
OCCUPANCY	B - BUSINESS	
	REQUIRED / ALLOWED	PROVIDED
MAX. FLOOR AREA RATIO	-	0.071 / (± 4,000 SF)
MAX. LOT COVERAGE	MAX. 50%	7.12% (± 4,000 SF)
LANDSCAPE COVERAGE	-	30% LANDSCAPE PLAN
MAX. STORIES	-	1
MAX. BUILDING HEIGHT	56'-0"	30'-0"
MIN. FRONT YARD SETBACK	30'-0"	31'-0"
MIN. SIDE SETBACK	-	-
MIN. REAR SETBACK	-	-
PARKING CALCULATIONS		
PARKING SPACES PROVIDED		
8'X20' REGULAR PARKING	-	
12'X20' ADA ACCESSIBLE VACUUM BAYS (1 VAN ACCESSIBLE)	1 SPACE (INCLUDES 1'-6" OVERHANG)	
11'X20' REGULAR VACUUM BAYS	16 SPACES (INCLUDES 1'-6" OVERHANG)	
TOTAL VACUUM BAYS	17 SPACES	
PARKING	REQUIRED	PROVIDED
SEC. 6-4-2	2 SPACES	2 SPACES

KEY NOTES:

1. PEDESTRIAN ACCESS (ADA COMPLIANT)
2. THREE LANE QUEUE AND P.O.S. TERMINALS, TYP.
3. CONCRETE PAD
4. SERVICE ENTRANCE SECTION, OPTION LOCATIONS WITH FINAL LOCATION TO BE DETERMINED BY POWER.
5. BICYCLE PARKING
6. NOT USED.
7. TRASH ENCLOSURE PER CITY STANDARDS
8. ACCESSIBLE PARKING, SIGNAGE AND STRIPING PER CITY STANDARDS.
9. VEHICLE ESCAPE LANE
10. CONCRETE PAVING
11. 6" CURB & GUTTER
12. LANDSCAPING
13. 12'x20' VACUUM STATIONS
14. LPR ARCH
15. RIGHT-OUT ONLY
16. PROPOSED 45 DEGREE PARKING

SUPER STAR CAR WASH

LOOP 303 & INDIAN SCHOOL
SEC LOOP 303 & W. INDIAN SCHOOL ROAD | GOODYEAR - AZ 85395

SITE PLAN
SCALE: 1" = 20'-0"

AO Architecture. Design. Relationships.

A1.0

3.0 Study Method and Procedure

SoundPLAN Acoustic Model

SoundPLAN (SP) acoustical modeling software was utilized to model future worst-case stationary noise impacts to the adjacent land uses. SP is capable of evaluating multiple stationary noise source impacts at various receiver locations. SP's software utilizes algorithms (based on the inverse square law and reference equipment noise level data) to calculate noise level projections. The software allows the user to input specific noise sources, spectral content, sound barriers, building placement, topography, and sensitive receptor locations.

The future worst-case noise level projections were modeled using referenced sound level data for the various stationary on-site sources (vacuums, vacuum turbine motors, and car wash blowers at the exit). The model assumes that the car wash tunnel and equipment building is approximately 4,000 square feet. The tunnel is approximately 113 feet long with a 12-foot-tall by 16-foot-wide exit and entrance opening.

The blowers (an IDC Black Widow blower system or equivalent) were modeled at 10 feet high as point sources. The blowers will be located approximately 5 to 10 feet inside the exit of the tunnel. The reference equipment sound level data is provided in Appendix C.

The SP model assumes a total of 17 vacuums and the dryer system are operating simultaneously (worst-case scenario) when in actuality the noise will be intermittent and lower in noise level. The reference vacuum equipment sound level data is provided in Appendix C.

All other noise-producing equipment (e.g., compressors, pumps) will be housed within mechanical equipment rooms.

4.0 Findings and Recommendations

Existing Exterior Noise

Three (3) 15-minute ambient noise measurements were conducted at the project site on November 5th, 2024. The sound level meter measured the 15-minute Leq, Lmin, Lmax, and other statistical data (e.g., L2, L8…). The noise measurement was taken to determine the existing ambient noise levels. Noise data indicates that traffic along Indian School Road is the primary source of noise impacting the site and the adjacent uses. This assessment utilizes the ambient noise data as a basis and compares project operational levels to said data.

The results of the short-term noise data are presented in Table 1.

Table 1: Short-Term Noise Measurement Data (dBA)[1]

Location	Start Time	Stop Time	Leq	Lmax	Lmin	L(2)	L(8)	L(25)	L(50)	L(90)
NM1	1:34 PM	1:49 PM	55.1	59.7	49.2	58.6	57.5	56.1	54.7	51.6
NM2	1:52 PM	2:07 PM	68.9	86.6	46.8	78.9	73.5	64.4	58.9	50.8
NM3	2:12 PM	2:27 PM	61.6	81.5	51.0	66.8	63.0	60.2	57.2	53.5

Notes:
1. Short-term noise monitoring locations are illustrated in Appendix B.

Noise data indicates the ambient noise level is at 55 to 69 dBA Leq near the project site and surrounding area. Additional field notes and photographs are provided in Appendix B.

For this evaluation, MD has compared the project's projected noise levels to the minimum existing ambient level near the residential properties.

Future Exterior Noise

Sensitive receptors affected by the project operational noise include residences to the southeast and east. A total of three (3) receptors were modeled to accurately evaluate the future operational noise levels at the sensitive receptors. A yellow dot denotes a receptor. R1, R2, and R3 represent the noise level at the residential uses to the southeast of the project site. R4 and R5 represent the future commercial properties.

Table 2 presents the measured ambient noise level, the project's noise level, and the combined project plus ambient noise level condition. Ambient noise levels were determined by noise measurement. See Appendix D for SoundPLAN inputs and outputs.

Table 2: Worst-Case Predicted Operational Noise Levels (dBA)[1]

Receptor[1]	Existing Ambient Noise Level (dBA, Leq)[2]	Project Noise Level (dBA, Leq)[3]	Total Combined Noise Level (dBA, Leq)	Change in Noise Level as Result of Project
1	55	37	55	0
2	55	34	55	0
3	55	34	55	0
4	62	65	67	5
5	62	57	63	1

Notes:
[1.] Receptors 1 and 2 represent residential properties. Receptor 3 represents a pickleball court. Receptor 4 represents the future commercial property line. Receptor 5 represents the future drive thru.
[2.] See Appendix B for the ambient noise measurement.
[3.] See Exhibit C for the operational noise level projections at said receptors.

Exhibit C shows the future noise level projections and contours based on the proposed project design. The model indicates that the project-only noise level will be up to 37 dBA Leq at the residential receptors. The project plus ambient noise level is projected to be up to 55 dBA Leq at the residential receptors. The project will not increase the existing ambient noise level at the residential uses. The adjacent commercial properties will be up to 65 dBA Leq.

The noise code doesn't have a specific standard for residential uses, but the traffic noise standard of 67 dBA Leq will be used as a guide. The combined noise level at the residential receptor is below this benchmark and, thus, will not be significant.

Increasing the height of the existing property line wall will not have a significant effect on the overall noise levels. See Appendix D.

5.0 Conclusions

MD is pleased to provide this noise review for the SuperStar Express Car Wash project. If you have any questions regarding this analysis, please call our office at (602) 774-1950.

Sincerely,
MD Acoustics, LLC

Sarah Ostergaard

Sarah Ostergaard, INCE-USA
Acoustical Consultant

Claire Pincock, INCE-USA
Sr. Acoustical Consultant

Exhibit C
Operational Noise Levels



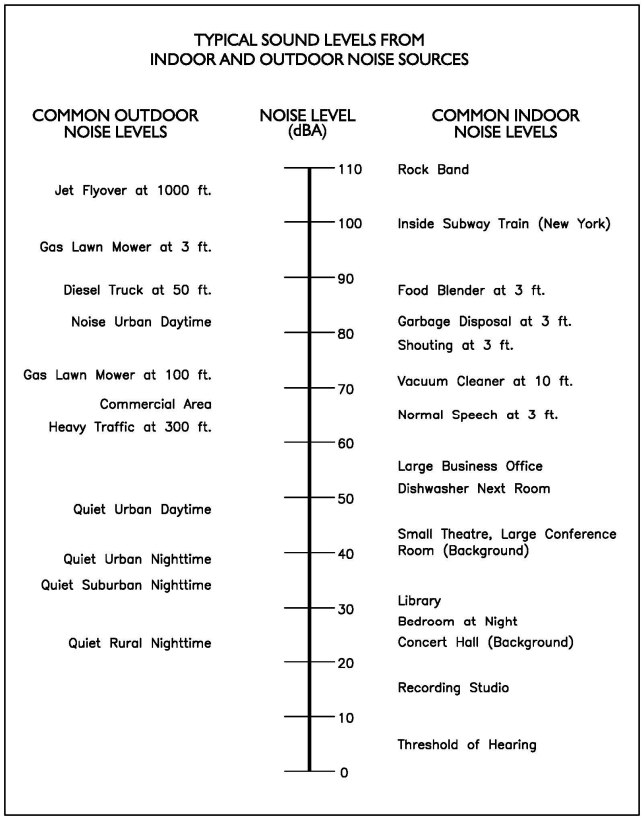
Appendix A
Fundamentals of Noise

1 Sound, Noise and Acoustics

Sound is a disturbance created by a moving or vibrating source and is capable of being detected by the hearing organs. Sound may be thought of as mechanical energy of a moving object transmitted by pressure waves through a medium to a human ear. For traffic, or stationary noise, the medium of concern is air. *Noise* is defined as sound that is loud, unpleasant, unexpected, or unwanted.

2 Frequency and Hertz

A continuous sound is described by its *frequency* (pitch) and its *amplitude* (loudness). Frequency relates to the number of pressure oscillations per second. Low-frequency sounds are low in pitch (bass sounding) and high-frequency sounds are high in pitch (squeak). These oscillations per second (cycles) are commonly referred to as Hertz (Hz). The human ear can hear from the bass pitch starting out at 20 Hz all the way to the high pitch of 20,000 Hz.



3 Sound Pressure Levels and Decibels

The *amplitude* of a sound determines it loudness. The loudness of sound increases or decreases as the amplitude increases or decreases. Sound pressure amplitude is measure in units of micro-Newton per square inch meter (N/m2), also called micro-Pascal (µPa). One µPa is approximately one hundred billionths (0.00000000001) of normal atmospheric pressure. Sound pressure level (SPL or L_p) is used to describe in logarithmic units the ratio of actual sound pressures to a reference pressure squared. These units are called decibels abbreviated dB. Exhibit C illustrates references sound levels for different noise sources.

4 Addition of Decibels

Because decibels are on a logarithmic scale, sound pressure levels cannot be added or subtracted by simple plus or minus addition. When two sounds or equal SPL are combined, they will produce an SPL 3 dB greater than the original single SPL. In other words, sound energy must be doubled to produce a 3 dB increase. If two sounds differ by approximately 10 dB, the higher sound level is the predominant sound.

5 Human Response to Changes in Noise Levels

In general, the healthy human ear is most sensitive to sounds between 1,000 Hz and 5,000 Hz, (A-weighted scale) and it perceives a sound within that range as being more intense than a sound with a higher or lower frequency with the same magnitude. For purposes of this report as well as with most environmental documents, the A-scale weighting is typically reported in terms of A-weighted decibel (dBA). Typically, the human ear can barely perceive the change in noise level of 3 dB. A change in 5 dB is readily perceptible, and a change in 10 dB is perceived as being twice or half as loud. As previously discussed, a doubling of sound energy results in a 3 dB increase in sound, which means that a doubling of sound energy (e.g. doubling the volume of traffic on a highway) would result in a barely perceptible change in sound level.

6 Noise Descriptors

Noise in our daily environment fluctuates over time. Some noise levels occur in regular patterns, others are random. Some noise levels are constant while others are sporadic. Noise descriptors were created to describe the different time-varying noise levels.

A-Weighted Sound Level: The sound pressure level in decibels as measured on a sound level meter using the A-weighted filter network. The A-weighting filter de-emphasizes the very low and very high frequency components of the sound in a manner similar to the response of the human ear. A numerical method of rating human judgment of loudness.

Ambient Noise Level: The composite of noise from all sources, near and far. In this context, the ambient noise level constitutes the normal or existing level of environmental noise at a given location.

Community Noise Equivalent Level (CNEL): The average equivalent A-weighted sound level during a 24-hour day, obtained after addition of five (5) decibels to sound levels in the evening from 7:00 to 10:00 PM and after addition of ten (10) decibels to sound levels in the night before 7:00 AM and after 10:00 PM.

Decibel (dB): A unit for measuring the amplitude of a sound, equal to 20 times the logarithm to the base 10 of the ratio of the pressure of the sound measured to the reference pressure, which is 20 micro-pascals.

dB(A): A-weighted sound level (see definition above).

Equivalent Sound Level (LEQ): The sound level corresponding to a steady noise level over a given sample period with the same amount of acoustic energy as the actual time varying noise level. The energy average noise level during the sample period.

Habitable Room: Any room meeting the requirements of the Uniform Building Code or other applicable regulations which is intended to be used for sleeping, living, cooking or dining purposes, excluding such enclosed spaces as closets, pantries, bath or toilet rooms, service rooms, connecting corridors, laundries, unfinished attics, foyers, storage spaces, cellars, utility rooms and similar spaces.

L(n): The A-weighted sound level exceeded during a certain percentage of the sample time. For example, L10 in the sound level exceeded 10 percent of the sample time. Similarly L50, L90 and L99, etc.

Noise: *A*ny unwanted sound or sound which is undesirable because it interferes with speech and hearing, or is intense enough to damage hearing, or is otherwise annoying. The State Noise Control Act defines noise as "...excessive undesirable sound...".

Outdoor Living Area: Outdoor spaces that are associated with residential land uses typically used for passive recreational activities or other noise-sensitive uses. Such spaces include patio areas, barbecue areas, jacuzzi areas, etc. associated with residential uses; outdoor patient recovery or resting areas associated with hospitals, convalescent hospitals, or rest homes; outdoor areas associated with places of worship which have a significant role in services or other noise-sensitive activities; and outdoor school facilities routinely used for educational purposes which may be adversely impacted by noise. Outdoor areas usually not included in this definition are: front yard areas, driveways, greenbelts, maintenance areas and storage areas associated with residential land uses; exterior areas at hospitals that are not used for patient activities; outdoor areas associated with places of worship and principally used for short-term social gatherings; and, outdoor areas associated with school facilities that are not typically associated with educational uses prone to adverse noise impacts (for example, school play yard areas).

Percent Noise Levels: See L(n).

Sound Level (Noise Level): The weighted sound pressure level obtained by use of a sound level meter having a standard frequency-filter for attenuating part of the sound spectrum.

Sound Level Meter: An instrument, including a microphone, an amplifier, an output meter, and frequency weighting networks for the measurement and determination of noise and sound levels.

Single Event Noise Exposure Level (SENEL): The dB(A) level which, if it lasted for one second, would produce the same A-weighted sound energy as the actual event.

7 Sound Propagation

As sound propagates from a source it spreads geometrically. Sound from a small, localized source (i.e., a point source) radiates uniformly outward as it travels away from the source in a spherical pattern. The sound level attenuates at a rate of 6 dB per doubling of distance. The movement of vehicles down a roadway makes the source of the sound appear to propagate from a line (i.e., line source) rather than a point source. This line source results in the noise propagating from a roadway in a cylindrical spreading versus a spherical spreading that results from a point source. The sound level attenuates for a line source at a rate of 3 dB per doubling of distance.

As noise propagates from the source, it is affected by the ground and atmosphere. Noise models use hard site (reflective surfaces) and soft site (absorptive surfaces) to help calculate predicted noise levels. Hard site conditions assume no excessive ground absorption between the noise source and the receiver. Soft site conditions such as grass, soft dirt or landscaping attenuate noise at a rate of 1.5 dB per doubling of distance. When added to the geometric spreading, the excess ground attenuation results in an overall noise attenuation of 4.5 dB per doubling of distance for a line source and 7.5 dB per doubling of distance for a point source.

Research has demonstrated that atmospheric conditions can have a significant effect on noise levels when noise receivers are located 200 feet from a noise source. Wind, temperature, air humidity and turbulence can further impact have far sound can travel.

Appendix B
Field Sheet

15-Minute Continuous Noise Measurement Datasheet - NM-1, NM-2, NM-3

Project Name:	303 & Indian School
Project: #/Name:	0222-2024-016
Site Address/Location:	Loop 303 & Indian School Rd
Date:	11/05/2024
Field Tech/Engineer:	

Site Observations:

Measurement one was taken approximately 140 feet from the pickleball courts and 47 feet from the road. Pickleball playing could be heard at this location. Location 2 is approximately 116 feet from W Indian School Road. Several Jets flew over during the measurement. Location 3 was taken 124 feet from W Indian School Rd. Indian school road was the main source of noise.

Sound Meter:	XL2, NTI	**SN:**	A2A-16164-E0
Settings:	A-weighted, slow, 1-sec, 15-minute interval		
Site Id:	NM-1, NM-2, NM-3		



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15-Minute Continuous Noise Measurement Datasheet - Cont. - NM-1, NM-2, NM-3

Project Name:	303 & Indian School	**Calibrator:**	
Site Address/Location:	Loop 303 & Indian School Rd	**Cal Check: Pre-test:**	**Post Test:**
Site Id:	NM-1, NM-2, NM-3		

Figure 1: NM-1



Figure 2: NM-2



Figure 3: NM-3

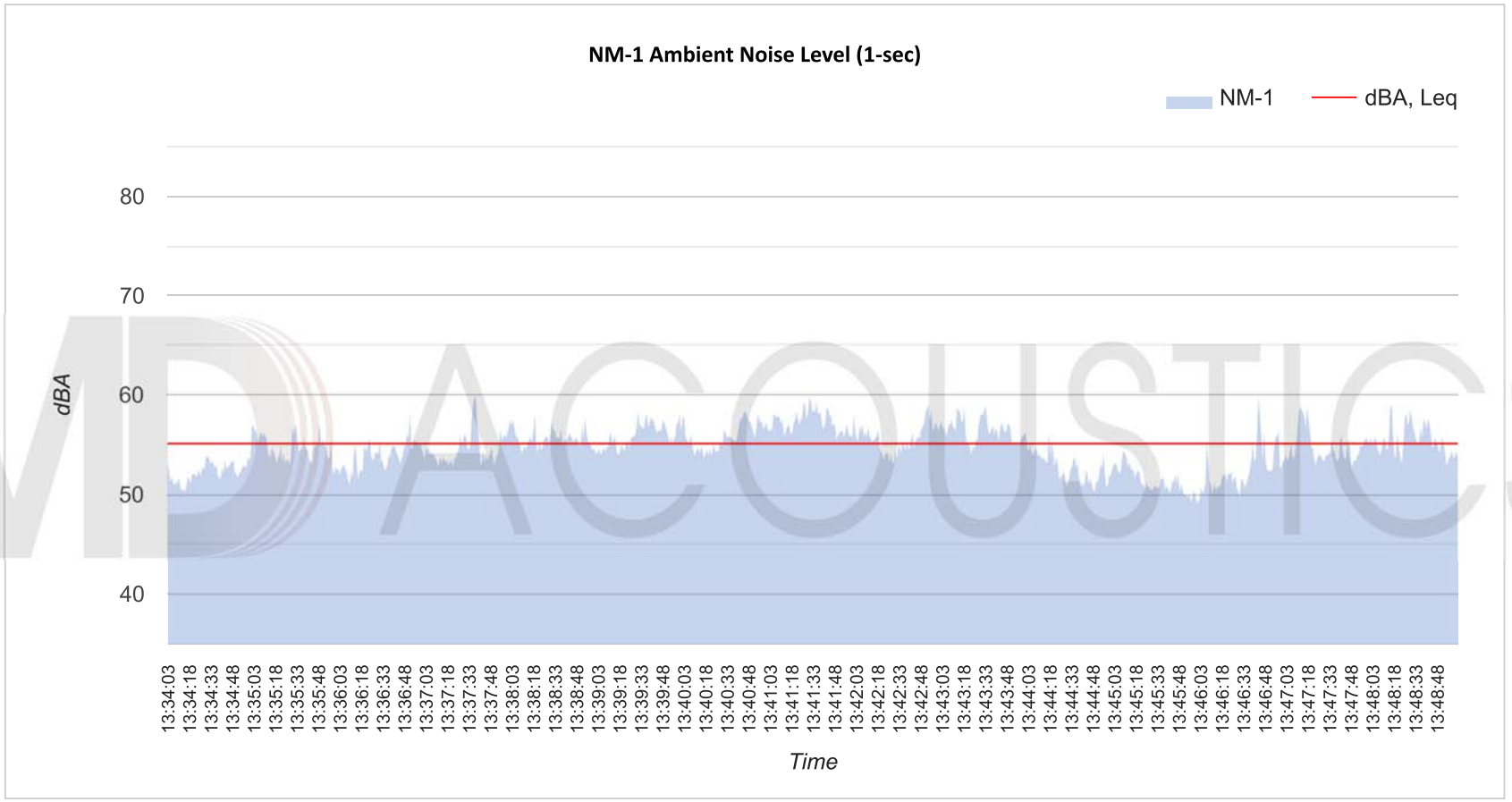


Table 1: Baseline Noise Measurement Summary

Location	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
NM-1	1:34 PM	1:49 PM	55.1	59.7	49.2	58.6	57.5	56.1	54.7	51.6
NM-2	1:52 PM	2:07 PM	68.9	86.6	46.8	78.9	73.5	64.4	58.9	50.8
NM-3	2:12 PM	2:27 PM	61.6	81.5	51.0	66.8	63	60.2	57.2	53.5

15-Minute Continuous Noise Measurement Datasheet - Cont. - NM-1

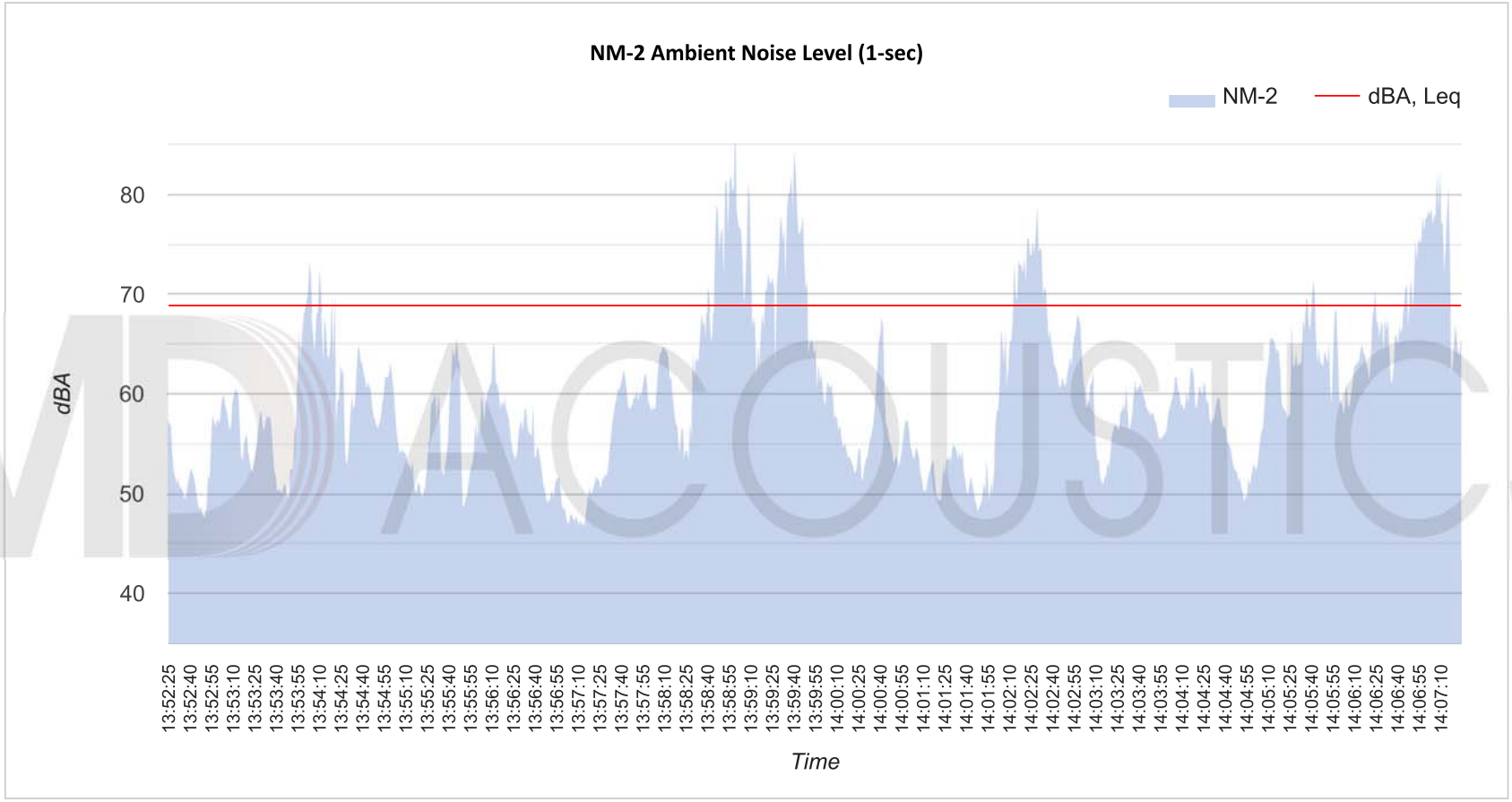
Project Name:	303 & Indian School	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Loop 303 & Indian School Rd	**Meteorological Cond.:**	Clear Skies, 80degrees	Approximately 140feet from Pickleball Courts	
Site Id:	NM-1	**Ground Type:**	soft		



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15-Minute Continuous Noise Measurement Datasheet - Cont. - NM-2

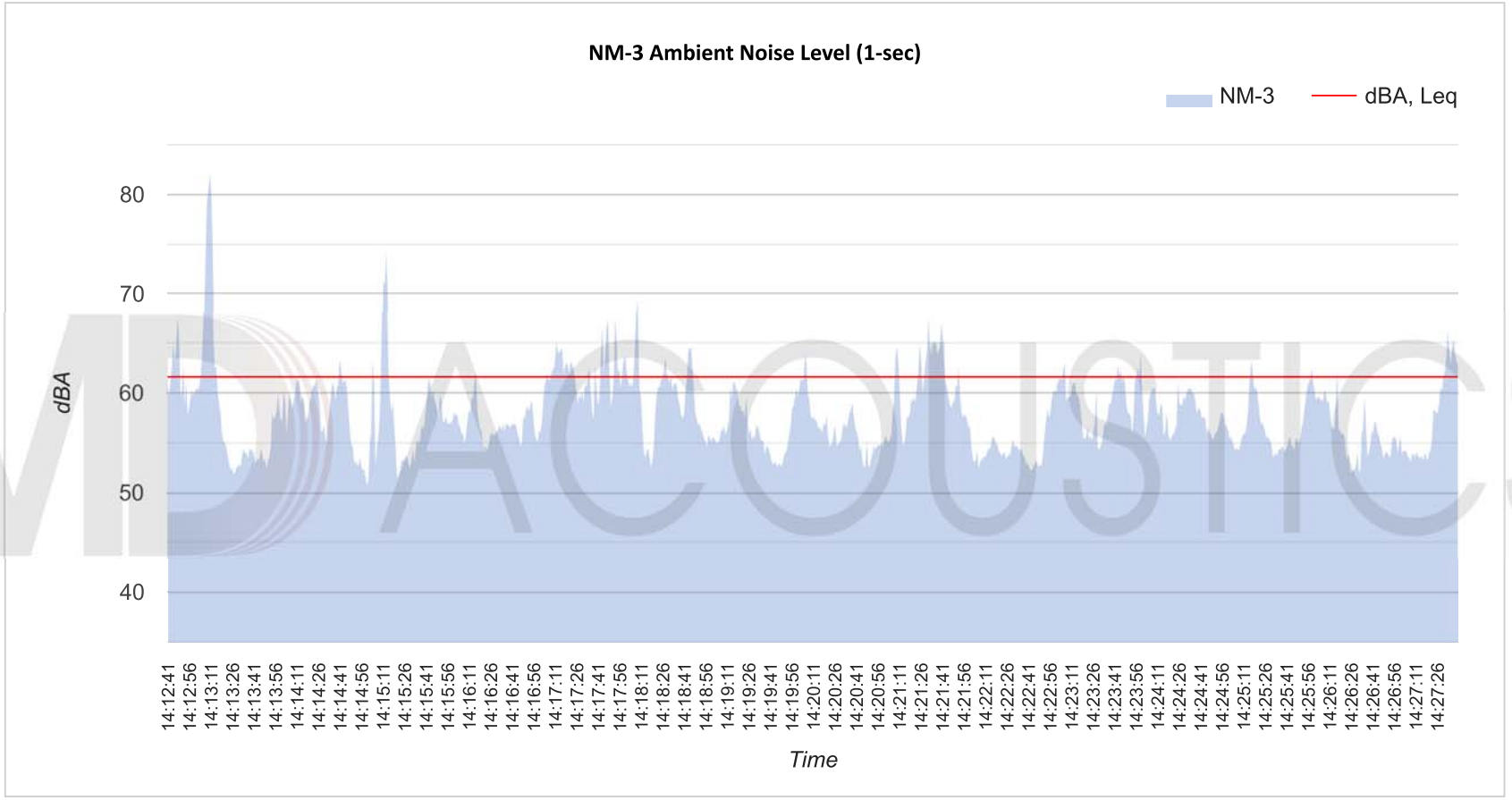
Project Name:	303 & Indian School	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Loop 303 & Indian School Rd	**Meteorological Cond.:**	Clear Skies, 80 degrees		
Site Id:	NM-2	**Ground Type:**	soft		



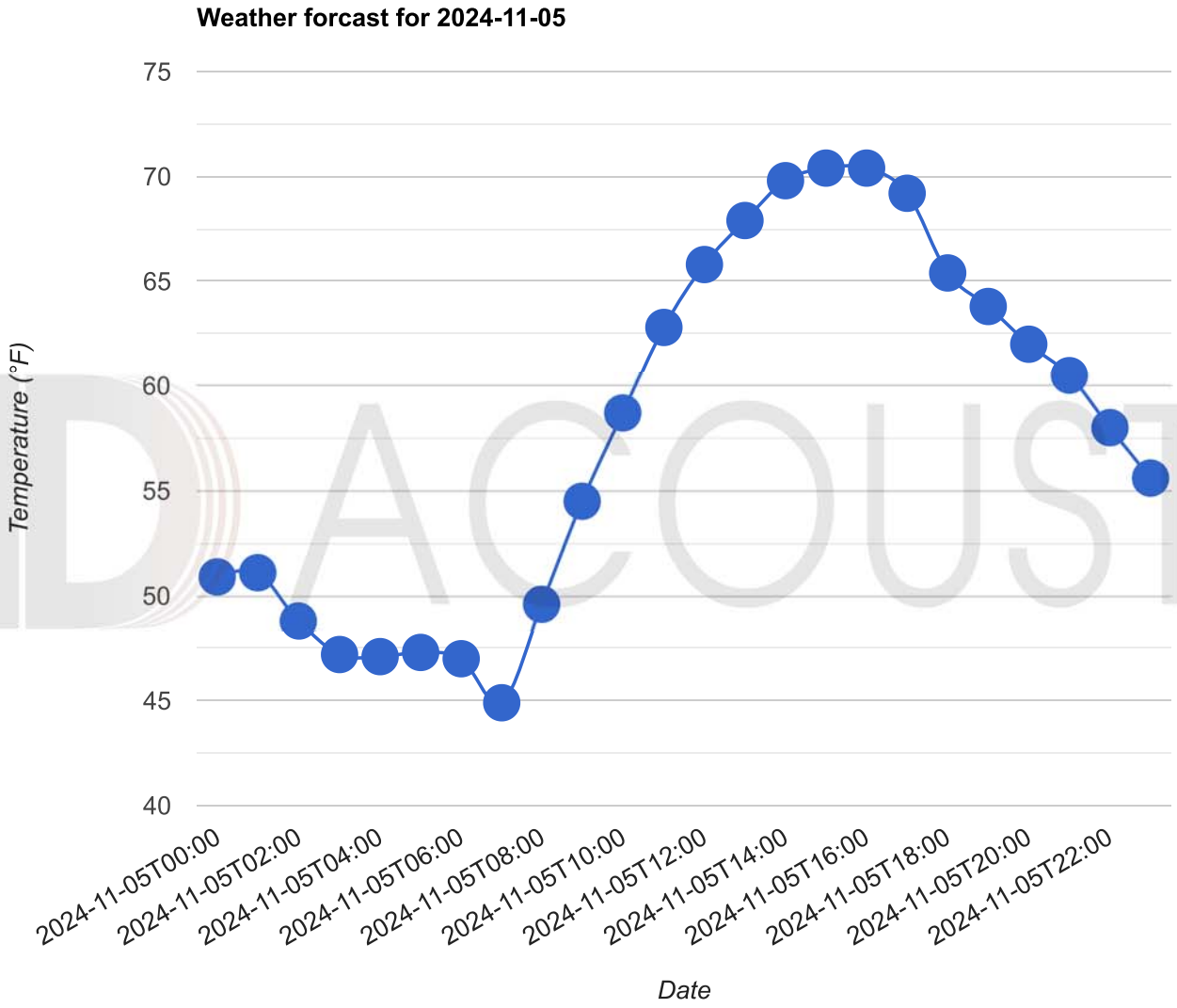
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15-Minute Continuous Noise Measurement Datasheet - Cont. - NM-3

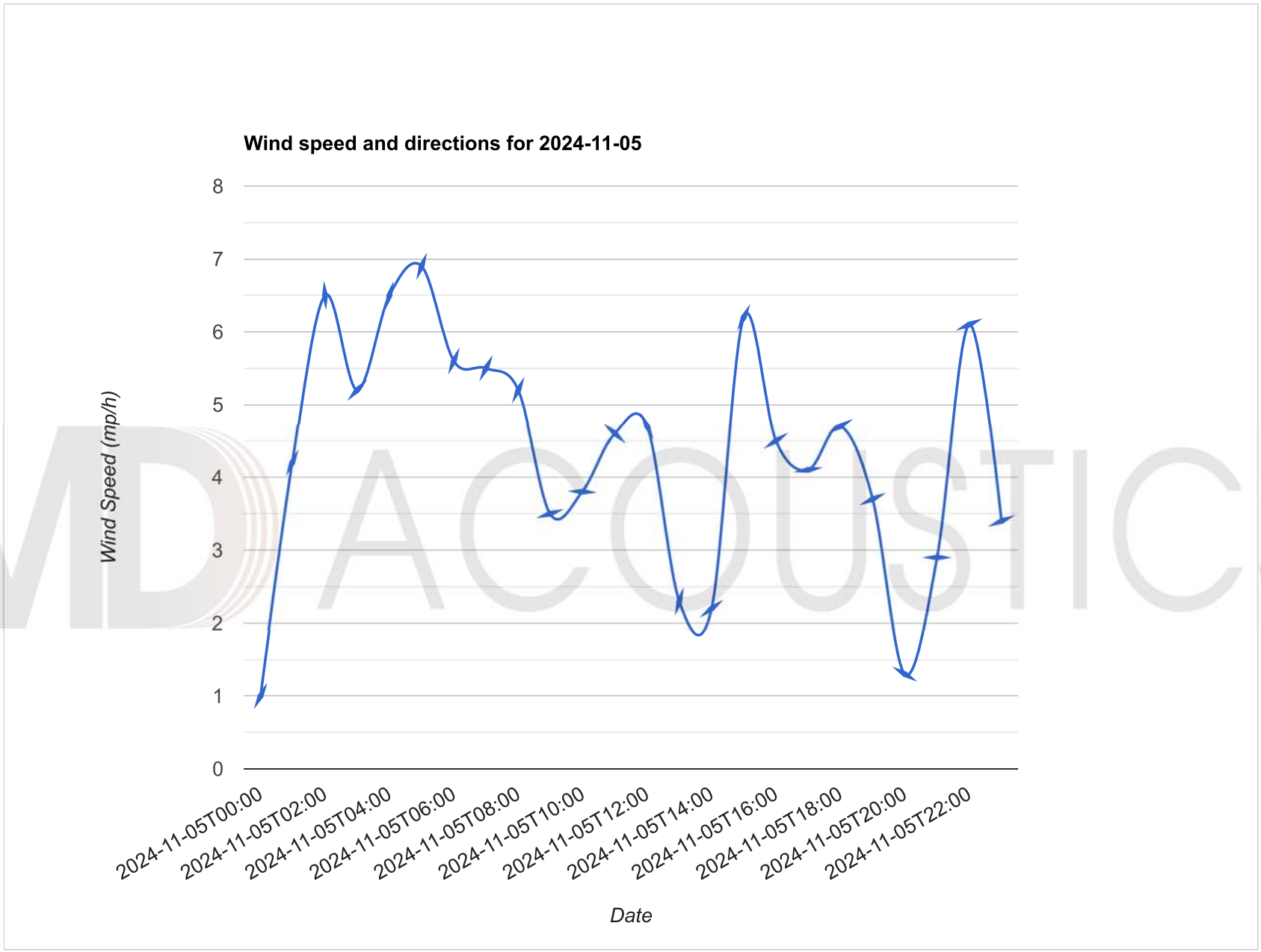
Project Name:	303 & Indian School	**Site Topo:**	Flat	**Noise Source(s) w/ Distance:**	
Site Address/Location:	Loop 303 & Indian School Rd	**Meteorological Cond.:**	Clear Skies, 80 degrees		
Site Id:	NM-3	**Ground Type:**	Soft		



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Source: Global Forecast System (GFS) weather forcast model

Appendix C
Sound Reference Data

INTERNATIONAL DRYING
CORPORATION

STEALTH PREDATOR DRYING SYSTEM



THE FIRST "ULTRA QUIET" DRYING SYSTEM

- ✔Patent pending Reverse flow technology
- ✔Producers construced from 304 surgical stainless steel
- ✔Over 11,000 cubic feet per minute (CFM) per 10HP motor
- ✔Meets or exceeds most U.S. and International sound regulations
- ✔Sound & Performance studies done in reverberant sound room ISO 3741:2010, 3747:2010

SCAN ME

CALL US ANYTIME
(+1) 815 477 4911

EMAIL US
info@internationaldrying.com

FIND US
Internationaldrying.com

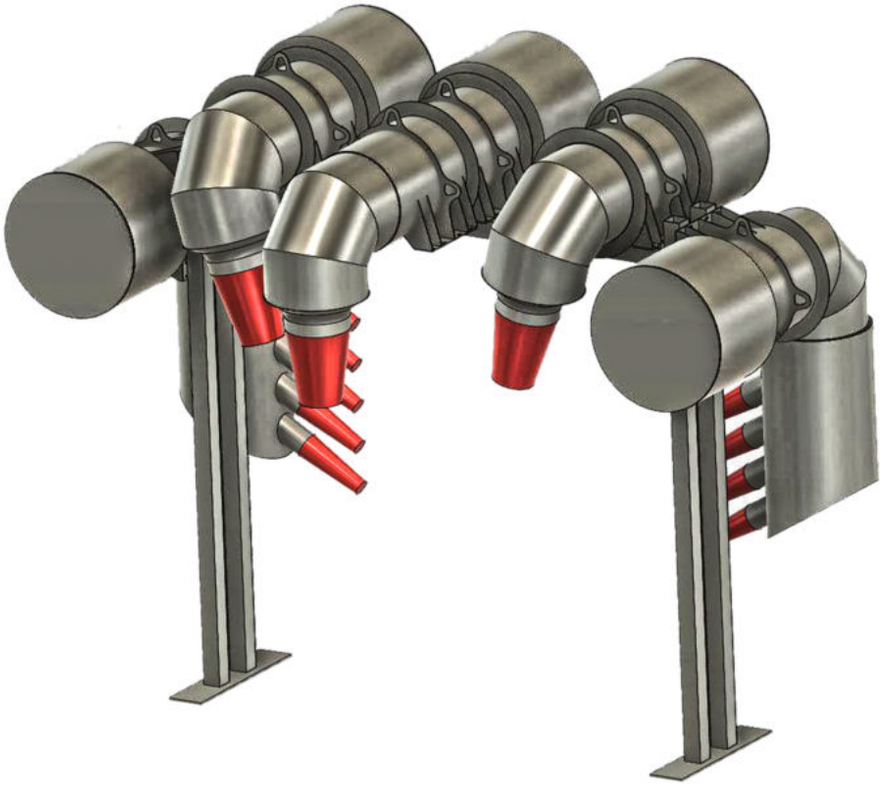
VISIT US
International Drying Corporation
160 Chicago St
Cary, IL 60013

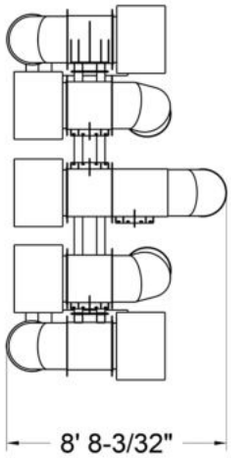
Stealth Predator Ultra-Quiet Drying System Specifications

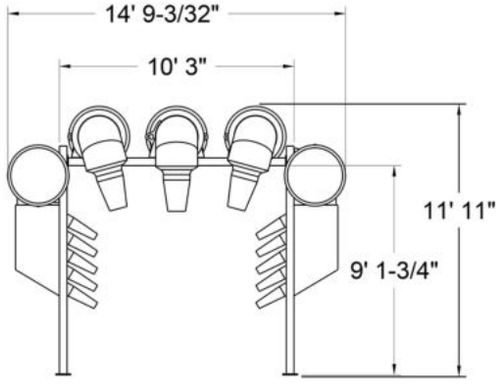
30HP System - Total Sound 60Hz		80HP System - Total Sound 60Hz	
Q = sound source			
65	dBA at Q=1, 30 feet	69.4	dBA at Q=1, 30 feet
61.8	dBA at Q=1, 45 feet	66.5	dBA at Q=1, 45 feet
60.2	dBA at Q=1, 55 feet	64.9	dBA at Q=1, 55 feet

Meets OSHA Sound Exposure Requirements

✓ **The Stealth Predator features patent pending "Reverse flow air technology" which creates the first "Ultra-Quiet Dryer" and is the most powerful Ultra Quiet Dryer ever designed.**







INTERNATIONAL DRYING CORPORATION

SPECIFICATIONS

15' 2" Bay Width
12' 0" Ceiling Height
96" Standard Clearance

Closed cell foam nozzles available in red, blue, black

Ducts-Stainless Steel
Molded Aluminum Impellors
Stainless Steel Motor Housings

Slotted flanges for adjustability of air outlet and air intake direction

MD ACOUSTICS
Sound Solutions for Planning and Design
www.mdacoustics.com

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Chandler, AZ 85249
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CA Office
1197 Los Angeles Ave, Ste C-256
Simi Valley, CA 93065
p. (805) 426-4477

Project: SuperStar Car Wash Chula Vista
Site Location: 1555 W Warner Rd, Gilbert, AZ 85233
Date: 4/5/2018
Field Tech/Engineer: Robert Pearson
Source/System: Vacutec System

Location: Vac Bay 1
Sound Meter: NTi XL2 **SN:** A2A-05967-E0
Settings: A-weighted, slow, 1-sec, 10-sec duration
Meteorological Cond.: 80 degrees F, 2 mph wind

Site Observations:
Clear sky, measurements were performed within 1.5ft of source. Measurements were performed while the vacuum was positiioned at three (3) different positions. Holstered, unholstered and inside a car. This data is utilized for acoustic modeling purposes and represents an average sound level at a vacuum station.

Table 1: Summary Measurement Data

Source	System	Overall dB(A)	3rd Octave Band Data (dBA)																														
			20	25	31.5	40	50	63	80	100	125	160	200	250	315	400	500	630	800	1K	1.25K	1.6K	2K	2.5K	3.15K	4K	5K	6.3K	8K	10K	12.5K	16K	20K
Vacutech (Holstered)	Vacuum	63.3	9	17	22	29	31	35	40	41	44	43	46	48	47	49	51	51	51	52	53	52	52	50	52	53	50	47	47	48	45	39	30
Vacutech (Unholstered)	Vacuum	80.7	6	19	22	28	34	37	40	43	47	46	48	48	48	49	54	55	58	58	62	65	68	70	74	75	73	69	67	65	63	60	55
Vacutech (Inside Car)	Vacuum	69.6	16	28	31	38	42	45	49	51	52	55	60	61	57	55	59	53	55	56	54	57	57	57	57	57	55	54	51	48	46	42	36
Average Level*	Vacuum	76.3	13	24	28	34	38	41	45	47	49	51	56	57	53	52	56	54	56	56	59	61	64	66	69	70	68	64	62	60	58	55	50

* Refers to the logarithmic average of all measurements. This measurement represents an average of the multiple vacuum positions.

Figure 1: Example Measurement Position

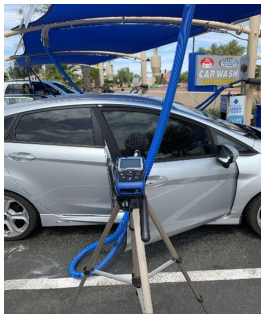
Figure 1: Holstered

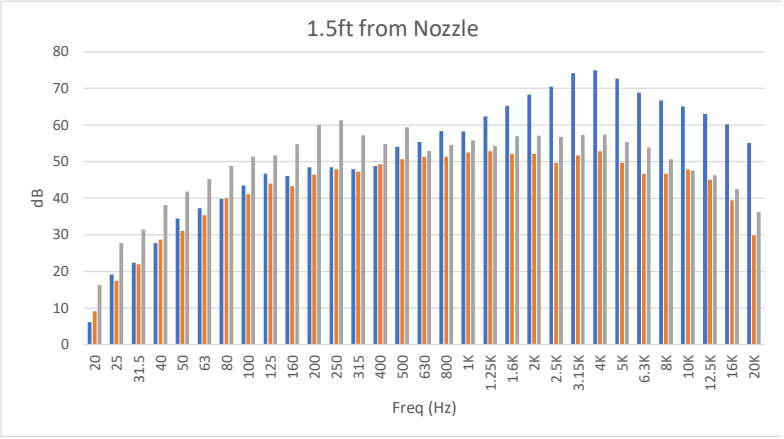


Figure 2: Unholstered



Figure 3: Inside Car





SOUND LEVEL METER READINGS

MODEL: FT-DD-T340HP4 (40hp VACSTAR TURBINE VACUUM PRODUCER)

READING ONE: 43 DB-A, 3 FEET FROM TURBINE @ 45° ANGLE
AND NO BACKGROUND NOISE OR OUTSIDE INTERFERENCE.

READING TWO: 36 DB-A, 10 FEET FROM TURBINE @ 45° ANGLE
AND NO BACKGROUND NOISE OR OUTSIDE INTERFERENCE.

READING THREE: 24 DB-A, 20 FEET FROM TURBINE @ 45° ANGLE
AND NO BACKGROUND NOISE OR OUTSIDE INTERFERENCE.

READING FOUR: 12 DB-A, 30 FEET FROM TURBINE @ 45° ANGLE
AND NO BACKGROUND NOISE OR OUTSIDE INTERFERENCE.

NOTE: THESE READINGS WERE TAKEN OUTSIDE OF 8'x10'x8' CINDER BLOCK ENCLOSURE WITH CONCRETE SLAB AND WOOD JOIST ROOF.

SOUND LEVEL METER USED:

SIMPSON MODEL #40003 – MSHA APPROVED.
MEETS OSHA & WALSH-HEALY REQUIREMENTS FOR NOISE CONTROL.
CONFORMS TO ANSI S1.4-1983, IEC 651 SPECS FOR METER TYPE.

Vacutech
1350 Hi-Tech Drive, Sheridan WY, 82801
PHONE: (800) 917-9444 FAX: (303) 675-1988
EMAIL: info@vacutechllc
WEB SITE: vacutechllc.com

Appendix D

SoundPLAN Inputs/Outputs

303 & Indian School Goodyear
Octave spectra of the sources in dB(A) - 002 - 140 HP IDC - Standard: Outdoor SP

Name	Source type	l or A	Li	Rw	L'w	Lw	KI	KT	DO-Wall	Emission spectrum	63Hz	125Hz	250Hz	500Hz	1kHz	2kHz	4kHz	8kHz	
		m,m²	dB(A)	dB	dB(A)	dB(A)	dB	dB	dB		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	
001 - Black Widow IDC - Stndard Tunnel-Facade 01	Area	206.01	87.1	57.0	37.2	60.4	0.0	0.0	3	1990_Facade 01_	50.2	47.4	57.8	54.8	42.1	35.4	25.0	15.6	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	Area	26.85	81.6	57.0	33.4	47.6	0.0	0.0	3	1992_Facade 02	35.7	32.4	46.0	41.0	22.3	6.4	-14.6		
001 - Black Widow IDC - Stndard Tunnel-Facade 03	Area	206.01	87.1	57.0	37.2	60.4	0.0	0.0	3	1994_Facade 03_	50.2	47.4	57.8	54.8	42.1	35.4	25.0	15.7	
001 - Black Widow IDC - Stndard Tunnel-Facade 04	Area	33.17	89.5	57.0	39.1	54.3	0.0	0.0	3	1996_Facade 04_	44.2	41.6	51.4	49.1	37.1	30.7	20.4	11.6	
001 - Black Widow IDC - Stndard Tunnel-Roof 01	Area	242.96	87.1	57.0	37.1	61.0	0.0	0.0	0	1984_Roof 01_	50.7	47.9	58.4	55.5	42.7	36.0	25.7	16.3	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	Area	9.29	90.1	0.0	90.1	99.8	0.0	0.0	3	1997_Transmissive area 01	69.1	80.5	92.6	96.1	93.1	90.9	83.9	73.5	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	Area	15.61	81.5	0.0	81.5	93.4	0.0	0.0	3	1993_Transmissive area 02	63.0	73.6	89.6	90.6	80.9	68.7	51.0	37.2	
Car Lane	Line	94.10			62.8	82.5	0.0	0.0	0	Drive-Thru - Idiling Car @ 6ft	66.2	67.7	70.5	75.5	76.0	77.3	73.8	65.8	
Car Lane	Line	57.61			62.8	80.4	0.0	0.0	0	Drive-Thru - Idiling Car @ 6ft	64.1	65.6	68.4	73.3	73.9	75.2	71.7	63.7	
Car Lane	Line	46.00			62.8	79.4	0.0	0.0	0	Drive-Thru - Idiling Car @ 6ft	63.1	64.6	67.4	72.3	72.9	74.2	70.7	62.7	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	

303 & Indian School Goodyear
Octave spectra of the sources in dB(A) - 002 - 140 HP IDC - Standard: Outdoor SP

Name	Source type	l or A	Li	Rw	L'w	Lw	KI	KT	DO-Wall	Emission spectrum	63Hz	125Hz	250Hz	500Hz	1kHz	2kHz	4kHz	8kHz	
		m,m²	dB(A)	dB	dB(A)	dB(A)	dB	dB	dB		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	
Vac	Point				81.0	81.0	0.0	0.0	0	Vacutech - in car	62.4	69.2	75.8	72.6	71.3	73.2	72.6	67.8	

303 & Indian School Goodyear
Contribution spectra - 002 - 140 HP IDC - Standard: Outdoor SP

Source	Sum	63Hz	125Hz	250Hz	500Hz	1kHz	2kHz	4kHz
	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Receiver R1 Fl G Lr,lim dB(A) Leq,d 36.7 dB(A) Sigma(Leq,d) 0.0 dB(A)								
001 - Black Widow IDC - Stndard Tunnel-Facade 01	-0.4	-6.9	-14.4	-3.2	-7.6	-20.9	-29.1	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	-9.5	-18.8	-26.1	-11.5	-15.8			
001 - Black Widow IDC - Stndard Tunnel-Facade 03	-8.2	-11.6	-20.9	-12.2	-18.4			
001 - Black Widow IDC - Stndard Tunnel-Facade 04	-14.3	-17.3	-26.8	-18.9	-24.4			
001 - Black Widow IDC - Stndard Tunnel-Roof 01	0.5	-8.8	-14.6	-2.0	-5.2	-17.5	-24.7	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	22.8	5.2	8.0	17.3	18.0	16.1	13.8	0.8
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	35.2	8.2	14.6	31.1	32.4	23.6	11.3	-11.5
Car Lane	20.6	9.2	6.0	9.0	12.0	14.6	16.2	8.2
Car Lane	18.8	6.9	3.7	5.5	9.8	13.1	14.9	6.8
Car Lane	16.6	6.1	2.9	4.7	8.1	10.5	12.1	3.7
Vac	16.4	5.0	6.7	12.6	8.0	5.9	7.6	0.1
Vac	16.3	4.9	6.6	12.5	7.9	5.8	7.5	0.0
Vac	16.2	4.8	6.5	12.4	7.8	5.7	7.5	-0.1
Vac	16.5	5.0	6.8	12.7	8.1	5.9	7.7	0.2
Vac	16.7	5.3	7.1	13.0	8.4	6.1	7.8	0.5
Vac	16.6	5.2	7.0	12.9	8.3	6.0	7.8	0.4
Vac	16.5	5.1	6.9	12.8	8.2	6.0	7.7	0.3
Vac	17.7	5.1	7.2	12.2	7.6	9.1	12.0	5.5
Vac	17.7	5.2	7.3	12.3	7.7	9.1	11.9	5.4
Vac	17.8	5.2	7.4	12.4	7.7	9.2	11.9	5.5
Vac	17.6	5.0	7.1	12.1	7.5	9.0	11.9	5.4
Vac	17.3	4.7	6.7	11.8	7.1	8.7	11.7	5.1
Vac	17.4	4.8	6.9	12.0	7.3	8.9	11.8	5.2
Vac	17.5	4.9	7.0	12.0	7.4	8.9	11.9	5.3
Vac	15.9	4.6	6.3	12.1	7.5	5.6	7.1	-0.4
Vac	16.0	4.6	6.4	12.2	7.6	5.6	7.3	-0.3
Vac	16.1	4.7	6.4	12.3	7.7	5.7	7.4	-0.2
Vac	15.8	4.5	6.2	12.1	7.4	5.5	7.0	-0.5
Vac	15.6	4.2	5.9	11.8	7.1	5.3	6.9	-0.7
Vac	15.6	4.3	6.0	11.9	7.2	5.4	7.0	-0.6
Vac	15.7	4.4	6.1	12.0	7.3	5.4	6.9	-0.6
Receiver R2 Fl G Lr,lim dB(A) Leq,d 34.2 dB(A) Sigma(Leq,d) 0.0 dB(A)								
001 - Black Widow IDC - Stndard Tunnel-Facade 01	-0.1	-5.0	-12.5	-3.5	-8.1	-21.7		
001 - Black Widow IDC - Stndard Tunnel-Facade 02	-10.7	-17.2	-25.0	-13.0	-19.0			
001 - Black Widow IDC - Stndard Tunnel-Facade 03	-5.1	-7.4	-16.9	-10.7	-17.1			
001 - Black Widow IDC - Stndard Tunnel-Facade 04	-12.9	-15.6	-24.3	-18.1	-23.7			
001 - Black Widow IDC - Stndard Tunnel-Roof 01	1.9	-5.5	-11.3	-1.0	-4.1	-16.4	-23.8	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	22.5	7.1	10.8	17.7	17.7	14.5	11.9	0.0
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	28.6	8.8	13.6	25.8	24.7	13.4	-2.5	-26.0
Car Lane	21.6	12.0	10.0	10.0	12.9	15.2	16.7	9.7
Car Lane	20.2	9.1	6.8	8.0	11.1	13.9	15.8	9.0
Car Lane	18.8	8.4	5.7	6.5	10.4	12.6	14.0	7.2
Vac	18.2	6.3	8.2	12.7	7.6	8.7	12.5	6.7
Vac	18.2	6.3	8.2	12.7	7.5	8.9	12.5	6.7
Vac	17.7	6.2	8.1	12.6	7.5	6.3	11.9	6.2
Vac	16.5	6.4	8.3	12.8	7.6	4.0	7.1	0.6
Vac	16.4	6.5	8.4	12.9	7.7	4.1	4.8	2.0
Vac	16.5	6.4	8.4	12.8	7.7	4.1	5.9	1.9
Vac	16.6	6.4	8.3	12.8	7.7	4.1	7.1	1.9
Vac	19.6	6.5	8.8	12.4	9.6	11.6	14.8	9.2
Vac	19.8	6.5	8.9	12.5	10.2	11.7	14.8	9.9
Vac	19.7	6.6	8.9	12.5	10.3	11.7	14.3	9.9

303 & Indian School Goodyear
Contribution spectra - 002 - 140 HP IDC - Standard: Outdoor SP

Source	Sum	63Hz	125Hz	250Hz	500Hz	1kHz	2kHz	4kHz
	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Vac	19.6	6.5	8.8	12.4	9.5	11.5	14.7	9.1
Vac	18.8	6.3	8.6	12.2	7.4	11.2	13.4	7.8
Vac	19.4	6.4	8.7	12.3	7.6	12.1	14.6	9.0
Vac	19.4	6.4	8.8	12.4	7.6	11.7	14.7	9.1
Vac	16.1	6.1	8.0	12.5	7.3	4.1	5.7	-1.4
Vac	17.6	6.2	8.0	12.5	7.4	6.1	11.8	6.1
Vac	17.7	6.2	8.1	12.6	7.4	6.2	11.9	6.2
Vac	16.0	6.1	7.9	12.4	7.3	3.9	5.2	-1.7
Vac	17.5	5.9	7.7	12.2	7.0	8.2	11.5	5.8
Vac	17.8	5.9	7.8	12.3	7.1	9.6	11.7	6.0
Vac	17.9	6.0	7.8	12.3	7.2	9.7	11.9	6.1
Receiver R3 Fl G Lr,lim dB(A) Leq,d 34.2 dB(A) Sigma(Leq,d) 0.0 dB(A)								
001 - Black Widow IDC - Stndard Tunnel-Facade 01	-2.6	-7.6	-15.1	-6.1	-10.5	-23.8		
001 - Black Widow IDC - Stndard Tunnel-Facade 02	-20.9	-24.6		-23.4				
001 - Black Widow IDC - Stndard Tunnel-Facade 03	-8.0	-10.5	-19.8	-13.1	-19.5			
001 - Black Widow IDC - Stndard Tunnel-Facade 04	-7.5	-12.1	-19.6	-11.4	-15.0	-27.8		
001 - Black Widow IDC - Stndard Tunnel-Roof 01	-1.0	-8.4	-14.3	-4.0	-7.1	-19.4	-26.7	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	28.6	10.2	15.2	24.2	24.8	19.3	13.4	0.6
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	16.9	0.5	3.5	14.7	11.7	1.7	-10.5	
Car Lane	19.2	9.0	6.0	5.5	8.4	12.7	15.4	8.7
Car Lane	18.1	7.7	4.8	4.3	7.1	11.5	14.2	7.8
Car Lane	16.9	6.7	3.8	3.2	6.1	10.5	12.9	6.2
Vac	18.6	6.8	9.4	12.6	7.3	9.7	12.7	8.4
Vac	18.8	7.0	9.5	12.8	7.5	9.9	12.9	8.6
Vac	19.0	7.2	9.7	13.0	7.7	10.1	13.0	8.8
Vac	18.4	6.7	9.2	12.4	7.1	9.6	12.6	8.2
Vac	17.9	6.3	8.7	11.9	6.6	9.1	12.0	7.5
Vac	18.1	6.4	8.8	12.1	6.8	9.2	12.2	7.7
Vac	18.3	6.6	9.0	12.3	7.0	9.5	12.5	8.0
Vac	18.7	6.8	9.3	12.6	7.3	9.7	13.0	8.7
Vac	18.5	6.7	9.1	12.4	7.1	9.5	12.8	8.5
Vac	18.3	6.5	9.0	12.2	6.9	9.4	12.7	8.3
Vac	18.9	7.0	9.5	12.7	7.4	9.9	13.2	8.9
Vac	19.5	7.5	10.2	13.5	8.2	10.6	13.6	9.7
Vac	19.2	7.3	9.9	13.1	7.8	10.2	13.5	9.4
Vac	19.1	7.1	9.7	12.9	7.6	10.1	13.3	9.2
Vac	19.5	7.6	10.3	13.6	8.3	10.6	13.5	9.4
Vac	19.3	7.5	10.1	13.4	8.1	10.4	13.4	9.2
Vac	19.1	7.3	9.9	13.2	7.9	10.2	13.2	9.0
Vac	19.7	7.8	10.5	13.8	8.5	10.7	13.6	9.5
Vac	20.2	8.3	11.1	14.4	9.2	11.3	14.1	10.0
Vac	20.0	8.1	10.9	14.2	9.0	11.1	13.9	9.8
Vac	19.8	8.0	10.7	14.0	8.7	10.9	13.7	9.7
Receiver R4 Fl G Lr,lim dB(A) Leq,d 65.2 dB(A) Sigma(Leq,d) 0.0 dB(A)								
001 - Black Widow IDC - Stndard Tunnel-Facade 01	7.3	4.0	-4.0	2.9	-3.3	-17.8	-26.1	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	-9.6	-12.8	-22.7	-13.5	-21.1			
001 - Black Widow IDC - Stndard Tunnel-Facade 03	15.8	10.6	4.5	12.0	8.8	-3.6	-11.5	-24.2
001 - Black Widow IDC - Stndard Tunnel-Facade 04	19.8	12.7	7.8	16.0	14.4	3.6	-1.9	-12.7
001 - Black Widow IDC - Stndard Tunnel-Roof 01	13.8	7.9	1.5	10.6	6.6	-6.6	-14.6	-27.1
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	65.1	37.7	47.0	56.5	60.7	59.4	57.5	50.0
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	29.2	12.1	16.1	26.1	25.1	15.5	2.7	-16.8
Car Lane	39.8	26.6	25.9	25.7	30.1	33.2	35.5	31.8
Car Lane	39.1	25.9	25.3	24.7	28.9	32.4	34.9	31.1

303 & Indian School Goodyear
Contribution spectra - 002 - 140 HP IDC - Standard: Outdoor SP

Source	Sum	63Hz	125Hz	250Hz	500Hz	1kHz	2kHz	4kHz
	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Car Lane	35.2	21.9	21.2	19.8	23.7	28.2	31.5	27.5
Vac	33.7	15.8	20.2	25.7	21.2	22.7	28.5	28.2
Vac	33.8	15.8	20.2	25.8	21.2	22.9	28.8	28.3
Vac	33.9	15.8	20.2	25.7	21.2	23.0	29.2	28.3
Vac	33.4	15.7	20.1	25.7	21.1	22.5	28.2	27.9
Vac	32.5	15.4	19.7	25.2	20.6	21.8	27.4	26.2
Vac	32.8	15.5	19.9	25.4	20.8	22.1	27.7	26.8
Vac	33.2	15.6	20.0	25.5	21.0	22.3	28.0	27.5
Vac	34.9	17.8	22.5	28.2	24.6	24.0	28.5	28.9
Vac	36.5	18.0	22.9	28.8	24.5	27.5	31.4	30.2
Vac	36.3	17.9	22.8	28.6	24.3	27.3	31.0	30.0
Vac	35.3	17.8	22.5	28.3	24.7	24.2	28.9	29.7
Vac	35.0	17.4	22.1	27.9	24.0	24.0	28.6	29.6
Vac	35.5	17.7	22.4	28.2	24.5	24.5	29.4	30.1
Vac	35.5	17.8	22.5	28.3	24.6	24.4	29.3	30.1
Vac	33.9	15.6	20.0	25.4	20.9	23.2	29.6	28.0
Vac	33.9	15.7	20.1	25.6	21.0	23.1	29.4	28.2
Vac	33.9	15.8	20.2	25.7	21.1	23.1	29.3	28.2
Vac	33.6	15.5	19.8	25.2	20.6	22.7	29.0	27.9
Vac	32.7	15.0	19.2	24.4	19.8	21.8	27.9	27.3
Vac	33.0	15.2	19.5	24.7	20.1	22.1	28.3	27.5
Vac	33.3	15.4	19.7	25.0	20.4	22.4	28.7	27.7
Receiver R5 Fl G Lr,lim dB(A) Leq,d 56.7 dB(A) Sigma(Leq,d) 0.0 dB(A)								
001 - Black Widow IDC - Stndard Tunnel-Facade 01	8.9	3.6	-3.2	5.6	1.0	-12.7	-21.3	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	-12.1	-15.7	-25.3	-15.6	-23.5			
001 - Black Widow IDC - Stndard Tunnel-Facade 03	6.5	3.4	-4.3	1.5	-3.2	-16.7	-25.5	
001 - Black Widow IDC - Stndard Tunnel-Facade 04	10.6	4.0	-1.2	6.6	5.2	-5.4	-11.8	-23.2
001 - Black Widow IDC - Stndard Tunnel-Roof 01	9.8	3.5	-2.8	6.9	2.8	-10.7	-19.3	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	56.0	27.7	37.1	46.9	51.4	50.6	48.9	41.0
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	26.1	9.4	13.3	23.3	21.7	12.1	-0.5	-20.2
Car Lane	36.6	21.6	20.8	21.0	25.0	29.1	33.2	29.5
Car Lane	35.7	21.1	20.5	20.5	24.8	28.4	32.0	28.6
Car Lane	32.3	16.1	15.2	16.8	21.1	24.1	29.0	25.9
Vac	33.8	15.5	19.9	25.3	20.7	23.1	29.6	28.0
Vac	34.1	15.7	20.2	25.6	21.1	23.4	29.8	28.3
Vac	34.4	15.9	20.4	26.0	21.4	23.6	30.0	28.5
Vac	33.6	15.3	19.6	24.9	20.3	22.9	29.3	27.7
Vac	32.6	14.6	18.8	23.6	19.0	21.2	28.6	26.8
Vac	32.9	14.9	19.1	24.1	19.4	21.6	28.8	27.1
Vac	33.2	15.1	19.4	24.5	19.8	22.6	29.1	27.4
Vac	34.8	16.9	21.6	27.5	23.3	23.9	29.3	29.3
Vac	34.4	16.5	21.2	27.0	22.6	23.4	28.9	28.8
Vac	33.9	16.2	20.8	26.5	22.0	23.0	28.5	28.4
Vac	35.3	17.3	22.0	27.9	23.9	24.3	29.6	29.7
Vac	36.7	18.8	23.5	29.3	26.1	25.5	30.5	31.2
Vac	36.1	18.2	22.9	28.7	25.1	25.0	30.4	30.6
Vac	35.7	17.8	22.5	28.3	24.6	24.6	29.8	30.2
Vac	34.9	16.4	21.0	26.8	22.3	24.1	30.3	29.1
Vac	34.8	16.2	20.8	26.6	22.1	23.9	30.2	28.9
Vac	34.6	16.1	20.6	26.3	21.8	23.8	30.1	28.7
Vac	35.0	16.5	21.1	27.0	22.5	24.1	30.3	29.2
Vac	35.0	16.6	21.2	27.1	22.8	24.1	30.0	29.4
Vac	35.1	16.6	21.2	27.1	22.7	24.1	30.2	29.4

303 & Indian School Goodyear
Contribution spectra - 002 - 140 HP IDC - Standard: Outdoor SP

Source	Sum	63Hz	125Hz	250Hz	500Hz	1kHz	2kHz	4kHz
	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Vac	35.0	16.5	21.2	27.1	22.7	24.2	30.3	29.3

303 & Indian School Goodyear
Assessed contribution level - 002 - 140 HP IDC - Standard:

Source	Source type	Leq,d dB(A)	
Receiver R1 Fl G Lr,lim dB(A) Leq,d 36.7 dB(A) Sigma(Leq,d) 0.0 dB(A)			
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	Area	35.2	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	Area	22.8	
Car Lane	Line	20.6	
Car Lane	Line	18.9	
Vac	Point	17.8	
Vac	Point	17.7	
Vac	Point	17.7	
Vac	Point	17.6	
Vac	Point	17.5	
Vac	Point	17.4	
Vac	Point	17.3	
Vac	Point	16.7	
Vac	Point	16.6	
Car Lane	Line	16.6	
Vac	Point	16.5	
Vac	Point	16.5	
Vac	Point	16.4	
Vac	Point	16.3	
Vac	Point	16.2	
Vac	Point	16.1	
Vac	Point	16.0	
Vac	Point	15.9	
Vac	Point	15.8	
Vac	Point	15.7	
Vac	Point	15.6	
Vac	Point	15.6	
001 - Black Widow IDC - Stndard Tunnel-Roof 01	Area	0.5	
001 - Black Widow IDC - Stndard Tunnel-Facade 01	Area	-0.4	
001 - Black Widow IDC - Stndard Tunnel-Facade 03	Area	-8.1	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	Area	-9.4	
001 - Black Widow IDC - Stndard Tunnel-Facade 04	Area	-14.3	
Receiver R2 Fl G Lr,lim dB(A) Leq,d 34.2 dB(A) Sigma(Leq,d) 0.0 dB(A)			
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	Area	28.6	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	Area	22.5	
Car Lane	Line	21.6	
Car Lane	Line	20.2	
Vac	Point	19.8	
Vac	Point	19.7	
Vac	Point	19.6	
Vac	Point	19.6	
Vac	Point	19.4	
Vac	Point	19.4	
Car Lane	Line	18.8	

Source	Source type	Leq,d dB(A)	
Vac	Point	18.8	
Vac	Point	18.2	
Vac	Point	18.2	
Vac	Point	17.9	
Vac	Point	17.8	
Vac	Point	17.7	
Vac	Point	17.7	
Vac	Point	17.6	
Vac	Point	17.5	
Vac	Point	16.6	
Vac	Point	16.5	
Vac	Point	16.5	
Vac	Point	16.4	
Vac	Point	16.1	
Vac	Point	16.0	
001 - Black Widow IDC - Stndard Tunnel-Roof 01	Area	1.9	
001 - Black Widow IDC - Stndard Tunnel-Facade 01	Area	-0.1	
001 - Black Widow IDC - Stndard Tunnel-Facade 03	Area	-5.1	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	Area	-10.7	
001 - Black Widow IDC - Stndard Tunnel-Facade 04	Area	-12.9	
Receiver R3 Fl G Lr,lim dB(A) Leq,d 34.2 dB(A) Sigma(Leq,d) 0.0 dB(A)			
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	Area	28.6	
Vac	Point	20.2	
Vac	Point	20.0	
Vac	Point	19.8	
Vac	Point	19.7	
Vac	Point	19.5	
Vac	Point	19.5	
Vac	Point	19.3	
Car Lane	Line	19.2	
Vac	Point	19.2	
Vac	Point	19.1	
Vac	Point	19.1	
Vac	Point	19.0	
Vac	Point	18.9	
Vac	Point	18.8	
Vac	Point	18.7	
Vac	Point	18.6	
Vac	Point	18.5	
Vac	Point	18.4	
Vac	Point	18.3	
Vac	Point	18.3	
Vac	Point	18.1	
Car Lane	Line	18.1	
Vac	Point	17.9	

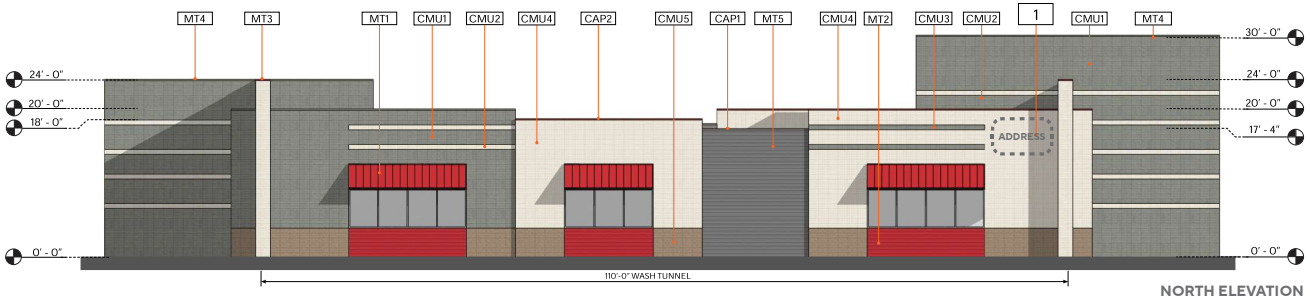
303 & Indian School Goodyear
Assessed contribution level - 002 - 140 HP IDC - Standard:

Source	Source type	Leq,d dB(A)	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	Area	16.9	
Car Lane	Line	16.9	
001 - Black Widow IDC - Stndard Tunnel-Roof 01	Area	-1.0	
001 - Black Widow IDC - Stndard Tunnel-Facade 01	Area	-2.6	
001 - Black Widow IDC - Stndard Tunnel-Facade 04	Area	-7.5	
001 - Black Widow IDC - Stndard Tunnel-Facade 03	Area	-8.0	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	Area	-20.4	
Receiver R4 Fl G Lr,lim dB(A) Leq,d 65.2 dB(A) Sigma(Leq,d) 0.0 dB(A)			
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	Area	65.1	
Car Lane	Line	39.8	
Car Lane	Line	39.1	
Vac	Point	36.5	
Vac	Point	36.3	
Vac	Point	35.5	
Vac	Point	35.5	
Vac	Point	35.3	
Car Lane	Line	35.2	
Vac	Point	35.0	
Vac	Point	34.9	
Vac	Point	33.9	
Vac	Point	33.9	
Vac	Point	33.9	
Vac	Point	33.9	
Vac	Point	33.8	
Vac	Point	33.7	
Vac	Point	33.6	
Vac	Point	33.4	
Vac	Point	33.3	
Vac	Point	33.2	
Vac	Point	33.0	
Vac	Point	32.8	
Vac	Point	32.7	
Vac	Point	32.5	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	Area	29.2	
001 - Black Widow IDC - Stndard Tunnel-Facade 04	Area	19.8	
001 - Black Widow IDC - Stndard Tunnel-Facade 03	Area	15.8	
001 - Black Widow IDC - Stndard Tunnel-Roof 01	Area	13.8	
001 - Black Widow IDC - Stndard Tunnel-Facade 01	Area	7.3	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	Area	-9.6	
Receiver R5 Fl G Lr,lim dB(A) Leq,d 56.7 dB(A) Sigma(Leq,d) 0.0 dB(A)			
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 01	Area	56.0	
Vac	Point	36.7	
Car Lane	Line	36.6	
Vac	Point	36.1	

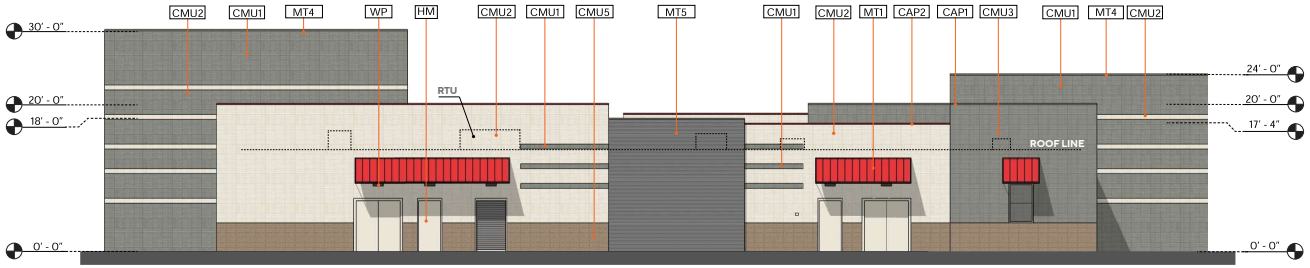
303 & Indian School Goodyear
Assessed contribution level - 002 - 140 HP IDC - Standard:

Source	Source type	Leq,d dB(A)	
Car Lane	Line	35.7	
Vac	Point	35.7	
Vac	Point	35.3	
Vac	Point	35.1	
Vac	Point	35.0	
Vac	Point	35.0	
Vac	Point	35.0	
Vac	Point	34.9	
Vac	Point	34.8	
Vac	Point	34.8	
Vac	Point	34.6	
Vac	Point	34.4	
Vac	Point	34.4	
Vac	Point	34.1	
Vac	Point	33.9	
Vac	Point	33.8	
Vac	Point	33.6	
Vac	Point	33.2	
Vac	Point	32.9	
Vac	Point	32.6	
Car Lane	Line	32.3	
001 - Black Widow IDC - Stndard Tunnel-Transmissive area 02	Area	26.1	
001 - Black Widow IDC - Stndard Tunnel-Facade 04	Area	10.6	
001 - Black Widow IDC - Stndard Tunnel-Roof 01	Area	9.8	
001 - Black Widow IDC - Stndard Tunnel-Facade 01	Area	8.9	
001 - Black Widow IDC - Stndard Tunnel-Facade 03	Area	6.5	
001 - Black Widow IDC - Stndard Tunnel-Facade 02	Area	-12.1	

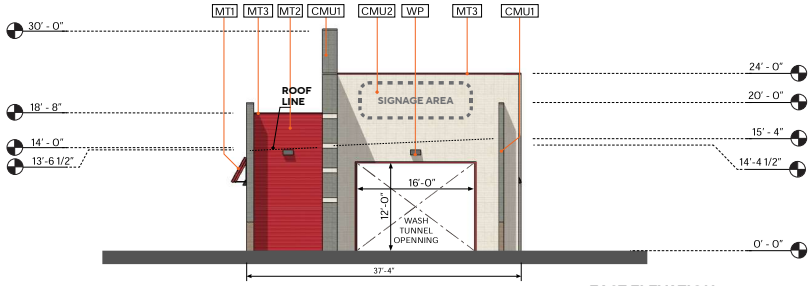
EXHIBIT 5



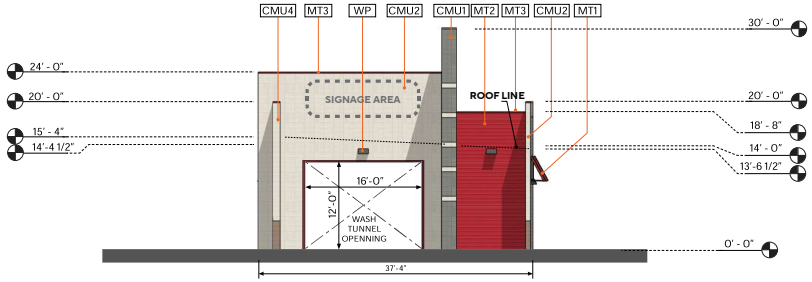
NORTH ELEVATION



SOUTH ELEVATION



EAST ELEVATION



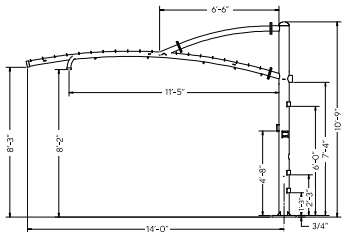
WEST ELEVATION

KEYNOTES

1 ADDRESS LOCATION TO INCLUDE SIZE (12 INCHES) AND STROKE (3 INCHES) NUMBERS

NOTES:

* ROOFTOP EQUIPMENT SHALL BE FULLY CONCEALED BY A PARAPET THAT IS AT LEAST AS TALL AS THE EQUIPMENT ITSELF, AS TO SCREEN THE EQUIPMENT FROM VIEW OF SURROUNDING PROPERTIES, INCLUDING ROADWAYS.
* ROOF ACCESS LADDERS SHALL BE INTERNALIZED WITHIN THE BUILDING.
* ROOF DRAINS/DOWNSPOUTS SHALL BE INTERNALIZED WITHIN THE BUILDING.
* S.E.S. PAINTED TO MATCH BUILDING.



KEY	DESCRIPTION
MASONRY	
CMU-1	8" X 8" X 16 - MANUFACTURE: SUPERLITE TYPE: STANDARD BLOCK - PATTERN: STACK BOND PAINTED TO MATCH PT-1 (STONE MASON DET615)
CMU-2	8" X 8" X 16 - MANUFACTURE: SUPERLITE TYPE: STANDARD BLOCK - PATTERN: STACK BOND PAINTED TO MATCH PT-2 (HISTORIC WHITE DET653)
CMU-3	12" X 8" X 16" (8"X8") - MANUFACTURE: SUPERLITE TYPE: STANDARD BLOCK - PATTERN: STACK BOND - RAKED FINISH PAINTED TO MATCH PT-1 (STONE MASON DET615)
CMU-4	12" X 8" X 16" (8"X8") - MANUFACTURE: SUPERLITE TYPE: STANDARD BLOCK - PATTERN: STACK BOND - RAKED FINISH PAINTED TO MATCH PT-2 (HISTORIC WHITE DET653)
CMU-5	12" X 8" X 16" (8"X8") - MANUFACTURE: ECHELON MASONRY TYPE: TRENDSTONE - PATTERN: STACK BOND INTEGRAL COLOR "HUNTINGTON GRAY"
METAL	
MT-1	METAL CANOPY - COLOR TO MATCH PT-3
MT-2	RIBBED METAL PANELS WALL SIDING BY RIVERSIDE SHEET METAL - COLOR "CARDINAL RED"
MT-3	METAL FLASHING - COLOR TO MATCH PT-3
MT-4	METAL FLASHING - COLOR TO MATCH PT-4
MT-5	RIBBED METAL PANELS WALL SIDING BY RIVERSIDE SHEET METAL - COLOR "MUSKET GRAY"
MISC	
CAP-1	2" CMU CAP - COLOR TO MATCH PT-4
CAP-2	2" CMU CAP - COLOR TO MATCH PT-3
CT	CANOPY TUBE - ARCHES AND COLUMNS COLOR: PT-2
FA	FABRIC SHADE COVER, MANU: GALE PACIFIC USA INC. - COLOR: CHERRY RED
HM	HOLLOW METAL DOORS / FRAMES PAINTED COLOR: DOOR TO MATCH WALL COLOR
WP	WALL PACK LIGHTING
PAINT	
PT-1	DUNN EDWARDS - STONE MASON DET615
PT-2	DUNN EDWARDS - HISTORIC WHITE DET653
PT-3	COLOR TO MATCH "CARDINAL RED"
PT-4	DUNN EDWARDS - DRIFTING - DEC770
OTHER	
S	SIGNAGE LOCATION, UNDER A SEPARATE PERMIT



Scale: N.T.S.

PAY STATIONS

SUPER STAR CAR WASH

LOOP 303 & INDIAN SCHOOL

SEC LOOP 303 & W. INDIAN SCHOOL ROAD | GOODYEAR - AZ 85395

EXTERIOR ELEVATIONS (COLOR)

AO Architecture. Design. Relationships.

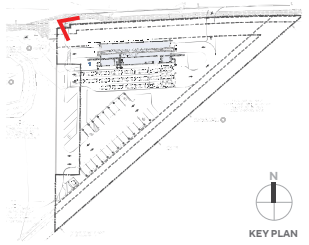
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Scale 1/8" = 1'-0"
Job No. 2024-0392
Date 2025-07-24



*NOTE: ALL EXTERIOR SIGNAGE UNDER A SEPARATE PERMIT

LANDSCAPING DEPICTED IS FOR ILLUSTRATIVE PURPOSES ONLY; REFER TO LANDSCAPE PLAN.



KEY PLAN

SUPER STAR CAR WASH

LOOP 303 & INDIAN SCHOOL

SEC LOOP 303 & W. INDIAN SCHOOL ROAD | GOODYEAR - AZ 85395

PERSPECTIVE 1

AO Architecture. Design. Relationships.

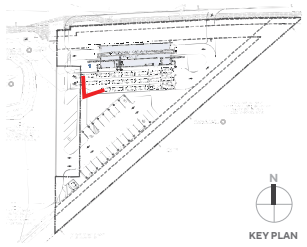
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Job No. 2024-0392
Date 2025-07-24



*NOTE: ALL EXTERIOR SIGNAGE UNDER A SEPARATE PERMIT

LANDSCAPING DEPICTED IS FOR ILLUSTRATIVE PURPOSES ONLY; REFER TO LANDSCAPE PLAN.



KEY PLAN

SUPER STAR CAR WASH

LOOP 303 & INDIAN SCHOOL

SEC LOOP 303 & W. INDIAN SCHOOL ROAD | GOODYEAR - AZ 85395

PERSPECTIVE 2

AO Architecture. Design. Relationships.

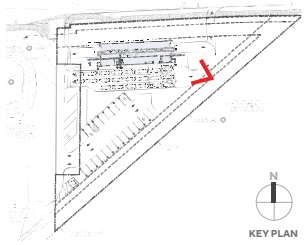
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Scale
Job No. 2024-0392
Date 2025-07-24



*NOTE: ALL EXTERIOR SIGNAGE UNDER A SEPARATE PERMIT

LANDSCAPING DEPICTED IS FOR ILLUSTRATIVE PURPOSES ONLY; REFER TO LANDSCAPE PLAN.



KEY PLAN

SUPER STAR CAR WASH

LOOP 303 & INDIAN SCHOOL

SEC LOOP 303 & W. INDIAN SCHOOL ROAD | GOODYEAR - AZ 85395

PERSPECTIVE 3

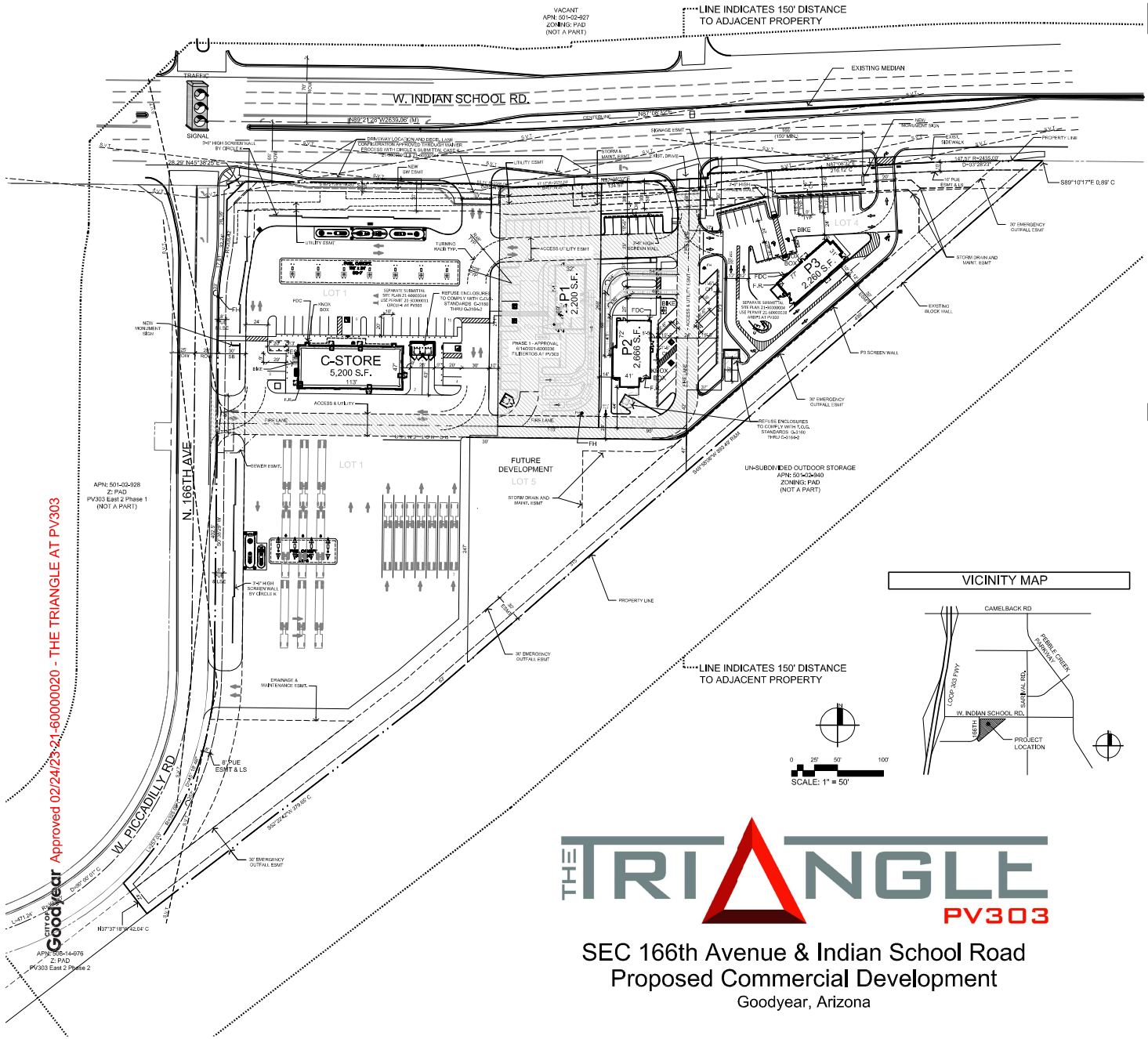
AO Architecture. Design. Relationships.

A8.0

Scale
Job No. 2024-0392
Date 2025-07-24

EXHIBIT 6

CITY OF Goodyear Approved 02/24/23 21-60000020 - THE TRIANGLE AT PV303



VICINITY MAP

THE TRIANGLE PV303

SEC 166th Avenue & Indian School Road
Proposed Commercial Development
Goodyear, Arizona

CITY OF Goodyear Approved 02/24/23 21-60000020 - THE TRIANGLE AT PV303

CITY OF GOODYEAR SITE PLAN NOTES (EDS&PM 8.1.1.C)

1. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURB, GUTTER, SIDEWALKS, RAMPS DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING. LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER SEPARATE NOTE:
   a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   c. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.
   d. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
   e. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
2. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING:
   City of Goodyear, Arizona Engineering Design Standards and Policies Manual
   Chapter 8 – Site Development 2017 Page 3 of 11
   a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   c. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATION OF WATERING SYSTEMS, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
   d. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES. THE TURF SHALL BE MOWED THEREAFTER TO SAFELY MAINTAIN THE 2-INCH HEIGHT.
   e. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
   f. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

SITE PLAN GENERAL NOTES

1. ALL DRIVE-THRU USERS WILL REQUIRE A SEPARATE USE PERMIT APPROVAL.
2. THE TRIANGLE IS LOCATED WITHIN LIGHTING ZONE 2.
3. THE MINIMUM FIRE HYDRANT FIRE FLOW REQUIREMENTS FOR THIS PROPOSED PROJECT WILL BE THREE THOUSAND FIVE-HUNDRED (3,500) GPM FOR TWO (2) HOURS. THE WATER SUPPLY SERVING THIS AREA WILL BE REQUIRED TO SUPPORT THIS AMOUNT, PLUS THE FIRE SPRINKLER AND STANDPIPE SYSTEM DEMAND, AND BE PART OF A LOOPED SYSTEM. THE AMOUNT CAN BE INCREASED BASED ON FINAL BUILDING SIZE, STORAGE METHODS, COMMODITIES, ETC. FLOW TESTING WILL BE REQUIRED TO DEMONSTRATE MEETING THIS REQUIREMENT.
4. WHEN THE SIZE OF A SINGLE BUILDING OR THE TOTAL SQUARE FOOTAGE OF MULTIPLE BUILDINGS EXCEED SIXTY-TWO THOUSAND (62,000) SQUARE FEET, A SECOND, SUFFICIENTLY SEPARATED ACCESS ROAD FOR THE DEVELOPMENT IS REQUIRED. THE ACCESS ROADS NEED TO BE SEPARATED BY A DISTANCE OF AT LEAST 1/2 OF THE DIAGONAL DISTANCE OF THE AREA SERVED. OSBORN ROAD WILL NEED TO BE COMPLETED BEFORE A CERTIFICATE OF OCCUPANCY CAN BE ISSUED ON THE BUILDING.
5. FIRE HYDRANTS ARE REQUIRED TO BE PLACED SO THAT ALL EXTERIOR PORTIONS OF THE STRUCTURES ARE WITHIN FOUR HUNDRED (400) FEET HOSE LAY DISTANCE TO A FIRE HYDRANT. THE MAXIMUM DISTANCE BETWEEN FIRE HYDRANTS IS TO BE THREE HUNDRED (300) FEET. FIRE HYDRANTS WILL NEED TO BE SHOWN ON THE SITE PLAN FOR EVALUATION.
6. DRIVE AISLES WHERE FIRE HYDRANTS ARE LOCATED ARE REQUIRED TO BE A MINIMUM OF TWENTY-SIX (26) FEET WIDE. PROVIDE DIMENSIONS ON THE SITE PLAN IN ORDER TO VERIFY MEETING THIS REQUIREMENT.
7. FIRE APPARATUS MOVEMENT IS TO BE SHOWN ON THE SITE PLAN TO SHOW THAT FIRE APPARATUS WILL NOT IMPACT PARKED VEHICLES OR CURBING WHILE MANEUVERING. THE TURNING RADIUS IS TWENTY-EIGHT (28) FOOT INSIDE AND FORTY-EIGHT (48) FOOT OUTSIDE.
8. FIRE LANES ARE REQUIRED TO BE IDENTIFIED AND PROPERLY MARKED. THE SITE PLAN WILL NEED TO IDENTIFY THE FIRE LANES AND HOW THEY ARE TO BE MARKED USING SIGNAGE OR, IF APPROVED, RED PAINTED CURBING WITH WHITE LETTERING. SIGNAGE IS TO BE INSTALLED AT THE BEGINNING AND END OF EACH FIRE LANE WITH SIGNS SPACE NOT MORE THAN ONE HUNDRED (100) FEET APART.
9. ANY GATES INSTALLED ACROSS A FIRE APPARATUS ACCESS ROAD WILL REQUIRE A SEPARATE SUBMITTAL AND PERMIT. PROVIDE A NOTE ON THE SITE PLAN FOR ANY GATES, THAT SEPARATE PERMITS ARE REQUIRED. AUTOMATIC GATES WILL REQUIRE A TRAFFIC PRE-EMPTION DEVICE (OPTICOM) AND A KNOX KEY SWITCH FOR EMERGENCY OPERATION AT EACH LOCATION. THE TRAFFIC PRE-EMPTION DEVICE IS TO BE LOCATED SO THAT IT CAN "SEE" THE APPROACHING FIRE APPARATUS AND SIGNAL THE GATE TO OPEN. THE KNOX KEY SWITCH IS TO BE MOUNTED ON A POSTAL APPROXIMATELY SIXTY-SIX (66) INCHES ABOVE GRADE, A MINIMUM OF TEN (10) FEET FROM THE GATE, AND ON THE DRIVER'S SIDE IN ORDER FOR THE DRIVER TO OPERATE THE SWITCH WITHOUT DEPARTING THE FIRE APPARATUS.
10. AN ELEVATION PLAN FOR THE STRUCTURE IS TO SHOW THE PROPOSED LOCATION OF THE BUILDING ADDRESS ON THE APPROACH SIDE OF THE BUILDING, ALONG WITH THE SIZE OF THE NUMBERS FOR EVALUATION. THE MINIMUM SIZE NUMBERS ARE TO BE TWELVE (12) INCHES HIGH WITH A TWO (2) INCH STROKE, BE OF CONTRASTING COLOR, AND MOUNTED HIGH ON THE BUILDING TO BE VISIBLE FROM THE STREET. BUILDINGS LOCATED FURTHER THAT SEVENTY-FIVE (75) FEET FROM STREET WILL REQUIRE LARGER NUMBERS. MULTIPLE ADDRESS LOCATIONS MAY BE REQUIRED ON SOME BUILDINGS.
11. ALL BUILDINGS WILL BE REQUIRED TO HAVE AN AUTOMATIC FIRE SPRINKLER SYSTEM INSTALLED. NOTE THE FIRE SPRINKLER RISER LOCATIONS ON THE SITE PLAN IN ORDER TO EVALUATE ACCESS.
12. THE SITE PLAN IS TO SHOW THE LOCATION OF THE FIRE DEPARTMENT CONNECTIONS (FDC) FOR EVALUATION. THE FDC IS TO BE LOCATED ON THE APPROACH SIDE OF THE BUILDING AND WITHIN ONE HUNDRED FIFTY (150) FEET OF A FIRE HYDRANT.
13. KNOX BOXES ARE REQUIRED AT THE FRONT ENTRANCE OF ALL BUILDINGS AND AT ANY FIRE SPRINKLER RISER ROOM. KNOX BOXES WILL ALSO BE REQUIRED AT ANY DOOR TO AN INTERIOR ROOF ACCESS, ELECTRICAL ROOM, OR HAZARDOUS AREA. ADDITIONAL KNOX BOXES WILL BE REQUIRED FOR LARGE OR COMPLEX BUILDINGS.
14. ALL BUILDINGS ARE REQUIRED TO BE EVALUATED FOR EMERGENCY RESPONDER RADIO COVERAGE (ERRC) INSIDE THE BUILDING. AN ERRC SYSTEM MAY BE REQUIRED FOR BUILDINGS THAT DO NOT PROVIDE MINIMUM COVERAGE AS SHOWN BY CERTIFIED TESTING. PROVIDE A NOTE ON THE SITE PLAN THAT AN ERRC SYSTEM MAY BE REQUIRED FOR THE BUILDING AND THAT ON-SITE, CERTIFIED TESTING IS REQUIRED WHEN CONSTRUCTION HAS BEEN COMPLETED BEFORE FINAL APPROVAL FOR A CERTIFICATE OF OCCUPANCY CAN BE PROVIDED. SHOULD TESTING SHOW THAT AN ERRC IS REQUIRED, FINAL APPROVAL FOR THE CERTIFICATE OF OCCUPANCY WILL NOT BE PROVIDED UNTIL THE SYSTEM IS INSTALLED, TESTED, AND APPROVED. SEPARATE SUBMITTALS AND PERMITTING IS REQUIRED FOR AN ERRC SYSTEM.
15. WHERE BUILDINGS ARE TOO LARGE TO MAINTAIN THE ONE HUNDRED FIFTY (150) FOOT HOSE LAY REQUIREMENT AND/OR A BUILDING, A CLASS 1 WET STANDPIPE SYSTEM MAY BE REQUIRED INSIDE THE BUILDING TO SUPPLEMENT INTERIOR COVERAGE TO SUPPORT SEARCH/RESCUE AND SUPPRESSION OPERATIONS. THE STANDPIPE SYSTEM IS TO BE PART OF THE AUTOMATIC FIRE SPRINKLER SYSTEM DESIGN. PROVIDE A NOTE ON THE SITE PLAN THAT CLASS 1 STANDPIPES, THAT ARE PART OF THE AUTOMATIC FIRE SPRINKLER SYSTEM, MAY BE REQUIRED TO BE INSTALLED INSIDE THE BUILDING.

PROJECT DATA

PROJECT TEAM

DEVELOPER:
INDIAN SCHOOL 166TH LLC.
7209 E. MCDONALD DR.
UNIT 47
SCOTTSDALE, ARIZONA 85250
PH: 602-369-6838
CONTACT: T.A. SHOVER
EMAIL: Tashover@cox.net

ARCHITECT:
BUTLER DESIGN GROUP
5017 E WASHINGTON ST.
SUITE 107
PHOENIX, AZ 85034
PH: 602-957-1800
CONTACT: RICK BUTLER
E-MAIL: RButler@butlerdesigngroup.com

LANDSCAPE:
LASKIN & ASSOCIATES
67 E. WELDON AVE.
SUITE 230
PHOENIX, ARIZONA 85012
PH: (602) 840-7771
CONTACT: HARDY LASKIN
E-MAIL: Hardy@laskindesign.com

CIVIL:
ATWELL, LLC.
4700 E. SOUTHERN AVENUE
MESA, ARIZONA 85206
PH: 480-218-8831
CONTACT: CASEY PENNINGTON
E-MAIL: cpennington@atwell-group.com

QUARTER SECTIONS:
A PORTION OF THE NORTH HALF OF SECTION 25, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA.

BENCHMARK
CITY OF GOODYEAR BRASS CAP, IN MANHOLE LOCATED AT THE INTERSECTION OF SARIVAL AVENUE AND CAMELBACK ROAD, ALSO BEING THE NORTHEAST CORNER OF SECTION 24,T2N,R2W. CITY OF GOODYEAR BM#G3703.
ELEVATION= 1062.85 FEET NAVD 88 DATUM (HELD)
CITY OF GOODYEAR BRASS CAP, IN MANHOLE LOCATED AT THE INTERSECTION OF SARIVAL AVENUE AND CAMELBACK ROAD, ALSO BEING THE NORTHEAST CORNER OF SECTION 24,T2N,R2W,CITY OF GOODYEAR BM#G3703.
ELEVATION= 1062.85 FEET NAVD 88 DATUM (HELD)
SECONDARY BENCHMARK:
CITY OF GOODYEAR BRASS CAP IN MANHOLE LOCATED AT THE INTERSECTION OF INDIAN SCHOOL ROAD AND COTTON LANE, ALSO BEING THE NORTHEAST CORNER OF SECTION 24, T2N, R2W, CITY OF GOODYEAR BM#G3704
ELEVATION= 1066.99 FEET NAVD 88 DATUM

SITE DATA

ZONING:	PV 303 PAD
APN#(s):	501-02-929, 501-02-930, 501-02-931, 501-02-932
PUC:	0022
SECTION:	25
TOWNSHIP:	2N
RANGE:	2W
LIGHTING ZONE:	2
TOTAL NET SITE AREA:	341,879 S.F. (7.8 AC.)

BUILDING DATA

TOTAL BUILDING AREA:	16,934 S.F.
COVERAGE (50% MAX):	16,934 S.F. / 341,879 S.F. = 5%
MAX. BUILDING HEIGHT:	66'-2" FT

PARKING DATA

RETAIL (C-STORE): 1 SPACE PER 300 SF (5,200/300)	17 SPACES
RESTAURANT: 1 PER 50 SF INDOOR DINNING (7,126*.35/50)	49 SPACES
RESTAURANT: 1 PER 150 SF/KITCHEN/SERV. (7,126*.65/150)	31 SPACES
TOTAL PARKING REQUIRED:	97 SPACES
TOTAL PARKING PROVIDED:	98 SPACES
ADA PARKING REQUIRED:	4 SPACES
ADA PARKING PROVIDED:	9 SPACES
BICYCLE PARKING REQUIRED:	11 SPACES
BICYCLE PARKING PROVIDED:	11 SPACES

SITE ABBREVIATIONS
AC = ACRE
AVG. = AVERAGE
BIKE = BIKE PARKING
CONC. = CONCRETE
DG = DECOMPOSED GRANITE
D.I.D. = DRIVE-IN DOOR
DS = DOWN SPOUT
D/W = DRIVE WAY
FDC = FIRE DEPARTMENT CONNECTION
FH = FIRE HYDRANT
FS = FIRE LANE SIGNAGE 100' MAX
H. = HIGH
LN. = LINE
LS = LANDSCAPE
LS / RTN. = LANDSCAPE AND RETENTION
O.H. = OVERHANG (PARKING)
O.H.D. = OVERHEAD DOOR
MIN. = MINIMUM
ROW = RIGHT OF WAY
RTN = RETENTION
S.F. = SQUARE FEET
SP = SPACE
SW = SIDEWALK
TYP. = TYPICAL
V.T. = VISIBILITY TRIANGLE
W/ = WITH
W.T. = WATER LINE
W.L.E. = WATER LINE EASEMENT
W/P = WALL PACK
XFR/# = TRANSFORMER

SITE LEGEND
FH = FIRE HYDRANT
FDC = FIRE DEPARTMENT CONNECTION
FIRE TURNING RADIUS, TYP ALL

NOTE:
ALL LIGHTING SHALL BE SCREENED IN A DOWNWARD DIRECTION AND DIRECTED AWAY FROM ADJACENT PROPERTIES AND STREETS

SITE LEGEND
PROPERTY / RIGHT OF WAY (ROW) LINE
PUE EASEMENT
DEVELOPMENT EASEMENTS
LANDSCAPE SETBACK
ROAD CENTERLINE
150' ADJACENT PROPERTY DISTANCE
PHASE 1 - APPROVAL 6/14/2021-6000036 FILE/BIRTOS AT PV303
SEPARATE SUBMITTAL:
- SITE PLAN 21-60000014 USE PERMIT 21-32000011 CIRCLE-K AT PV303
- SEPARATE SUBMITTAL - SITE PLAN 21-30000004 USE PERMIT 21-60000028 ARBY'S AT PV303

01-11-2023
19123-ST20

REGISTERED ARCHITECT 22417 RICHARD R. BUTLER 06/30/2023 ARIZONA, U.S.A.

Butler Design Group, Inc
architects & planners

CITY OF Goodyear Approved 02/24/23 21-60000020 - THE TRIANGLE AT PV303

CITY OF Goodyear Approved 02/24/23 21-60000020 - THE TRIANGLE AT PV303

Attachment G - Conditions of Approval

The approval of the Use Permit is subject to the following conditions and stipulations:

1. All future development will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation; and,
2. The configuration and location of the proposed car wash, drive lanes and vacuum stations within the Property shall be developed in conformance with the attached conceptual site plan, conceptual landscape plan, and conceptual building elevations. Any changes to the configuration of these improvements, as shown on the attached plans, may require an amendment to the use permit as determined by the Development Services Director or their designee; and,
3. Noise levels generated by the operation of the car wash shall not exceed 65 dB both along the western property line of Lot 5 of the Re-Plat of Parcels 4, 5, 6, and 7 of PV 303 East II Phase 1 recorded on April 1, 2025, and along the property line from the northeast corner of the Property to the southwest corner of the Property; and,
4. Prior to the issuance of a Temporary Certificate of Occupancy (TCO) and/or Certificate of Occupancy (CO) a noise analysis shall be submitted to the city demonstrating the noise levels generated by the operation of the car wash on the Property do not exceed the noise levels set forth in Stipulation No. 3 above. No TCO or CO shall be issued unless the noise levels generated by the operation of the car wash are in conformance with the stipulations herein; and,
5. If the noise generated from the operation of this car wash exceeds those levels required within stipulation 3 then the owner/operator shall take remedial actions to comply with the stipulations herein within a reasonable time period as determined by the Development Services Director or their designee. Failure of the owner/operator to comply with the noise levels and stipulations may result in termination of this Use Permit and cessation of the use; and,
6. Signage is not approved with the approval of this Use Permit. All signage on the property shall comply with Article 7 (Sign Regulations) of the City of Goodyear Zoning Ordinance and the PV 303 Comprehensive Sign Package as amended; and,
7. The Property shall conform to the standards designated for Lighting Zone 2 established in Article 10 (Outdoor Light Standards) of the City of Goodyear Zoning Ordinance; and,
8. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with the Goodyear Zoning Ordinance, the city of Goodyear subdivision regulations, the city of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property.

Attachment H – Evaluation Criteria

Section 1-3-2 (Use Permits) of the Zoning Ordinance requires that the Planning and Zoning Commission and City Council determine that the proposed use meets the following findings prior to granting a Use Permit:

1. *The Use Permit will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare;*

   As described in the narrative (Attachment F) and conceptual plans provided with the Use Permit, the proposed use is fitting with the adjacent freeway and surrounding uses (both existing and future). The proposed building elevations create harmony and continuity of design with approved buildings in the center, and the use is similar to other uses approved in the rest of the center. City Council approved Use Permits for a Filiberto's fast food restaurant on April 26, 2021, and a QuikTrip convenience store and gas station on July 8, 2024. The nearest home is over 500 feet from the edge of the site and is separated by a large RV parking area within the PebbleCreek neighborhood. Additionally, the applicant proposes mitigation efforts, including noise mitigation, with the proposed site design, screening, and by locating noise producing equipment in enclosed buildings. The wash tunnel was intentionally positioned east to west (parallel to Indian School Road) and as far as possible from the nearest homes. The exit of the wash (the most noise generating portion of the site) will be over 650 feet from the nearest home.

   The noise impact study considers that this area is impacted by the Loop 303 freeway noise, the noise of heavy trucks from the adjacent UPS Hub, and periodic jet activity from Luke Airforce Base, meaning there is already ambient noise in the area. The noise impact study found minimal to no changes in noise levels as a result of this proposal. The applicant studied noise at several receptor points, including receptor points at the nearest homes and the pickleball courts located southeast of the site. The study found these points to have no change in noise levels when comparing existing ambient conditions to anticipated noise levels. Importantly, this noise study was prepared utilizing "worst-case noise level projections" meaning that every vacuum and the tunnel operating simultaneously, when in actuality the noise may be intermittent or even lower in noise level. Nonetheless, staff included a stipulation of approval limiting noise to 65 dB at the at the property lines of Lot 5 with required verification before staff signs off on Temporary Certificate of Occupancy or Final Certificate of Occupancy.

   Staff believes the proposed use will not cause any traffic to travel through the nearby neighborhood. In addition, car washes are considered relatively low traffic-generating uses compared to other C-2 permitted uses as a large amount of car wash trips are "pass by" in nature, meaning most of the traffic visiting Super Star is already on the road. Overall, this proposed Super Star will generate approximately 49 new trips in the morning peak hour and 39 trips in the evening peak hour.

   The Property is located within the Lighting Zone 2 of the Zoning Ordinance and required to have full-cut-off lighting and house-side shielding per code.

2. *The proposed use is reasonably compatible with uses permitted in the surrounding*

area;

The proposed use is located within a commercial center intended for similar commercial uses, including uses with drive-through facilities. Furthermore, the proposed use is located within close proximity to W. Indian School Road and Loop 303 Loop access ramps. As such, the proposed use will be compatible with the existing and planned uses in the surrounding area in terms of hours of operation, traffic generation, and intensity (noise, light, etc.). The nearest existing residence is located over 500 feet to the east (within the PebbleCreek community). Given the property's proximity to a freeway and the large separation from residential uses, the proposed convenience use is compatible for the property.

Section 4-2-2 (Convenience Uses) of the Zoning Ordinance requires evaluation of the following additional criteria for convenience uses regarding their potential impact on traffic congestion, the neighborhood in general, and their appropriateness for the site:

1. *Adequacy of the parcel size and configuration to provide proper access and internal circulation;*

   The approximately 1.26-acre property is of sufficient size and configuration to accommodate the proposed car wash. The proposed access and internal traffic circulation pattern have been designed to be consistent with the approved Master Site Plan and city standards.

2. *Compatibility of the proposed hours of operation with adjacent residential areas;*

   Super Star is proposing operations 7:00 AM to 7:00 PM, seven (7) days a week. Given the proposed use's location within a commercial center and its separation from the nearest residence by walls and RV parking, staff does not recommend any restrictions on hours of operation.

3. *Required traffic mitigation measures, if any;*

   A traffic study was submitted with the application for Use Permit. Ingress/egress will be provided from W. Indian School Road and N. 166th Avenue. The traffic study for the site has been approved by the Engineering Department.

   Off-site street and access improvements adjacent to the commercial center will be completed by the master developer as approved within the Master Site Plan.

4. *Other concerns, which may place the advisability of the proposed convenience use in question;*

   Outside of the noise concerns staff had no other concerns with the development of a convenience use on the Property.

AGENDA ITEM #: .
DATE: August 13, 2025
CAR #:
CASE #: P25-00109

Planning & Zoning Commission ACTION REPORT

SUBJECT: USE PERMIT FOR A CONVENIENCE USE (CAR WASH)

STAFF PRESENTER(S): Kyle Abbott, Senior Planner

OTHER PRESENTER(S):
Madison Leake, Burch & Cracchiolo, P.A.

SUMMARY:
The request is for a Use Permit for a Convenience Use (Super Star Car Wash) proposed on an approximately 1.26-acre property zoned Planned Area Development (PAD) with an underlying zoning of C-2 General Commercial located east of the southeast corner of N. 166th Avenue and W. Indian School Road.

RECOMMENDATION:

1. Conduct a public hearing to consider a request for a Use Permit for a Convenience Use (Super Star Car Wash) proposed on an approximately 1.26-acre property zoned Planned Area Development (PAD) with an underlying zoning of C-2 General Commercial for parcel 501-02-954 generally located south of W. Indian School Road and east of 166th Avenue within PV 303 East II Phase 1.
2. Recommend conditional approval of the Use Permit request for a Convenience Use (Super Star Car Wash) proposed on an approximately 1.26-acre property zoned Planned Area Development (PAD) with an underlying zoning of C-2 General Commercial for parcel 501-02-954 generally located south of W. Indian School Road and east of 166th Avenue within PV 303 East II Phase 1 (the “Property”). (Kyle Abbott, Senior Planner)

STIPULATIONS:
The approval of the Use Permit is subject to the Conditions of Approval (Attachment G).

FISCAL IMPACT:
Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS:

The Property consists of approximately 1.26 acres of land and is located east of the southeast corner of N. 166th Avenue and W. Indian School Road (Attachment A). The Property is zoned Planned Area Development (PAD) and has an underlying C-2 General Commercial zoning. The PAD zoning was approved on January 13, 2008, with City Council adoption of Ordinance No. 2007-1097. The Planned Area Development (PAD) with an underlying C-2 General Commercial zoning designation establishes convenience uses such as a car wash as a use that requires approval of a Use Permit.

The subject property is located within a commercial center known as the Triangle at PV 303. A Master Site Plan for the Triangle at PV 303 was administratively approved by staff on February 24, 2023.

This application for a Use Permit has not been previously presented to the Planning and Zoning Commission or City Council.

STAFF ANALYSIS

Current Policy:

A Use Permit requires review by the Planning and Zoning Commission and approval by the City Council following required public hearings. The process for the review of a Use Permit is set forth in Section 1-3-2 of the Goodyear Zoning Ordinance and in the City of Goodyear Administrative Process Manual.

Details of the Request:

The applicant is requesting approval of a Use Permit to facilitate the development of a Super Star Car Wash on property zoned PAD with an underlying zoning of C-2 General Commercial. The property is located east of the southeast corner of N. 166th Avenue and W. Indian School Road.

The conceptual site plan (Attachment B) includes an approximately 4,000 square-foot car wash facility. The site will include three (3) point-of-sale pay stations and 17 self-serve vacuum stations. The property will be accessible from W. Indian School Road and via an internal drive accessible from N. 166th Avenue. The on-site parking, as reflected on both the conceptual site plan and the conceptual landscape plan (Attachment C), will be provided in conformance with the approved Master Site Plan for the Triangle at PV 303 and applicable city standards.

The design for the building will utilize a variety of materials and colors, as shown on the conceptual building elevations (Attachment D) submitted with the use permit. The height of the building will be 30 feet to the top of the highest parapet, which is less than the 56-foot height limit permitted with the zoning for the property.

The proposed business hours of operation will be Monday through Sunday from 7:00 AM to 7:00 PM. The car wash will have approximately three (3) employees on site at any anytime.

Customers will have the option of vacuuming their car or entering the queue for the car wash first. Customers may pay for the car wash in one (1) of three (3) pay station lanes, after which they will complete a 180 degree turn and enter the wash tunnel facing west. After leaving the tunnel, customers can turn right at the internal driveway to exit onto W. Indian School Road or turn left at the internal driveway to approach the vacuum stations or exit onto N. 166th Avenue.

The vacuum stations include canopies to provide shade while customers vacuum their vehicles. The main building includes the car wash tunnel, an office, equipment space, and restroom. A noise impact study (Attachment E) was provided showing the noise decibel levels at various distances from the car wash. The noise impact study indicates that the project will not increase the existing ambient noise level at the nearest adjacent residential properties or pickleball courts. Additionally, staff has included a stipulation to require the noise levels generated by this car wash do not exceed 65 dB along the west property line of Lot 5 and along the property line of Lot 5 from the northeast corner of the Property to the southwest corner of the Property.

Evaluation Criteria:

Section 1-3-2 (Use Permits) and Section 4-2-2 (Convenience Uses) of the Zoning Ordinance provide Evaluation Criteria (Attachment H).

Luke Air Force Base:

The subject property is located within the vicinity of a military airport. Given the location of the property and the commercial nature of the proposed use, base operations will not be adversely impacted by this development.

Fire Department:
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	2.26	1.54	Fire Station #183	5.08	3.68

Public Participation:
In accordance with the city's Citizen Review Ordinance, a neighborhood meeting was held July 30, 2025, at the City Hall, Canyon Trails conference rooms. Notice of the neighborhood meeting was mailed to all property owners within 500 feet of the property on July 12, 2025, and a sign was posted on the property on July 15, 2025. Two members of the public attended the meeting. Topics discussed during the meeting included proposed building height, general support for building colors and elevations, and landscaping. One resident stated they were looking forward to the development. Notices for the public hearings before the Planning and Zoning Commission and City Council on August 13 and August 25, respectively, included a notice mailed to the 20 property owners within 500 feet of the property on July 22, 2025, and a legal notice published on July 25, 2025, in the Arizona Republic, Southwest Edition. Additionally, the sign posted on the property on July 15, 2025, was updated to include the public hearing information on July 28, 2025.

STAFF FINDINGS:
As outlined herein, staff finds the proposed request for Use Permit to not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare and that the proposed use is reasonably compatible with uses permitted in the surrounding area. Staff further finds the request for Use Permit will meet the additional evaluation criteria for convenience uses as established in Section 4-2-2 of the Zoning Ordinance.

Attachments

Attachments A-H

It's a Great time to be in Goodyear.

Super Star Car Wash
Use Permit



Super Star Car Wash Use Permit

East of SEC of N. 166th Avenue and W. Indian School Road

- PAD (Planned Area Development) with underlying C-2 zoning
- Within Luke AFB 65 DNL



Super Star Car Wash Use Permit

East of SEC of N. 166th Avenue and W. Indian School Road

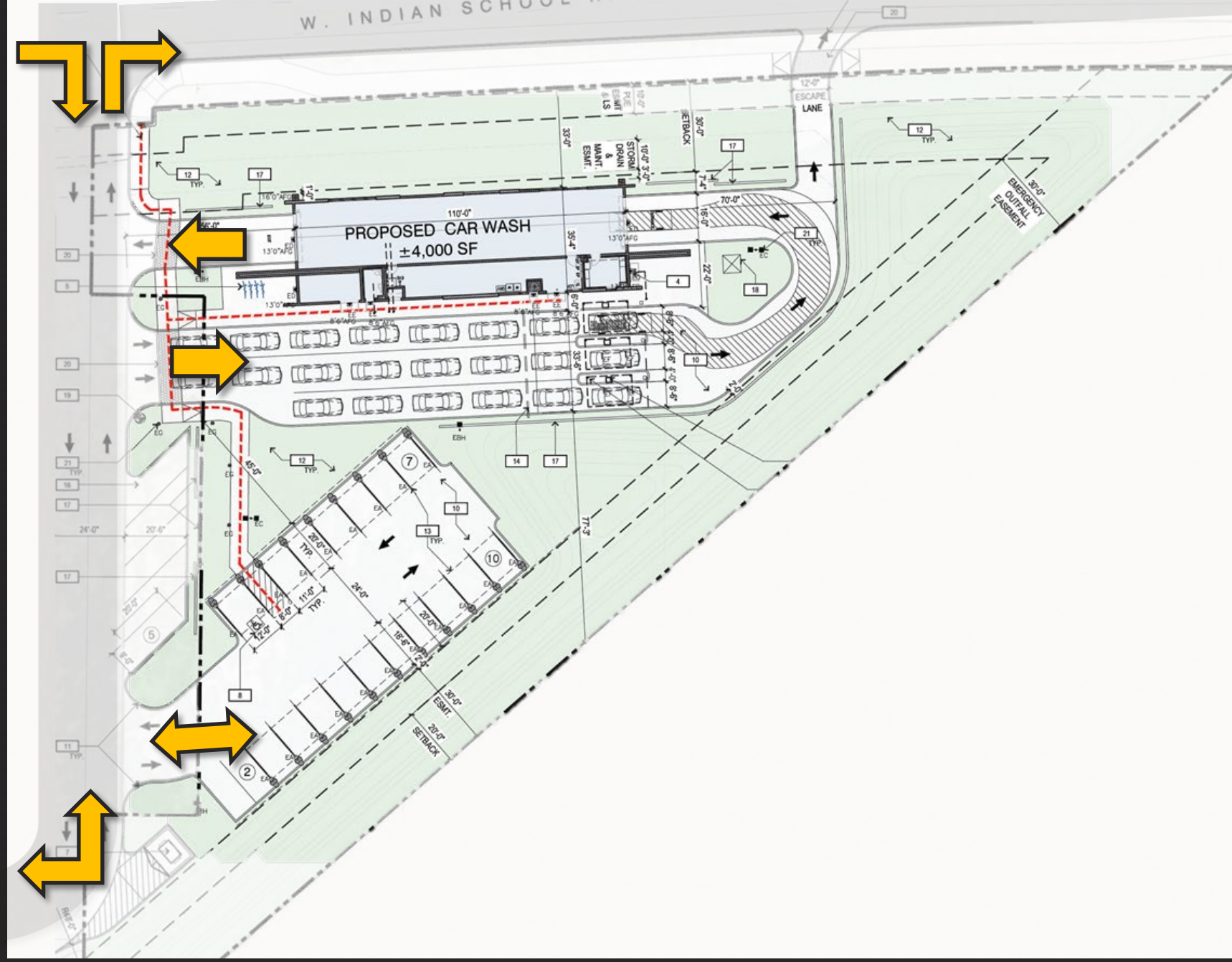
- 1.26 acres
- Approved Master Site Plan – The Triangle



It's a Great time to be in Goodyear.

Super Star Car Wash Use Permit

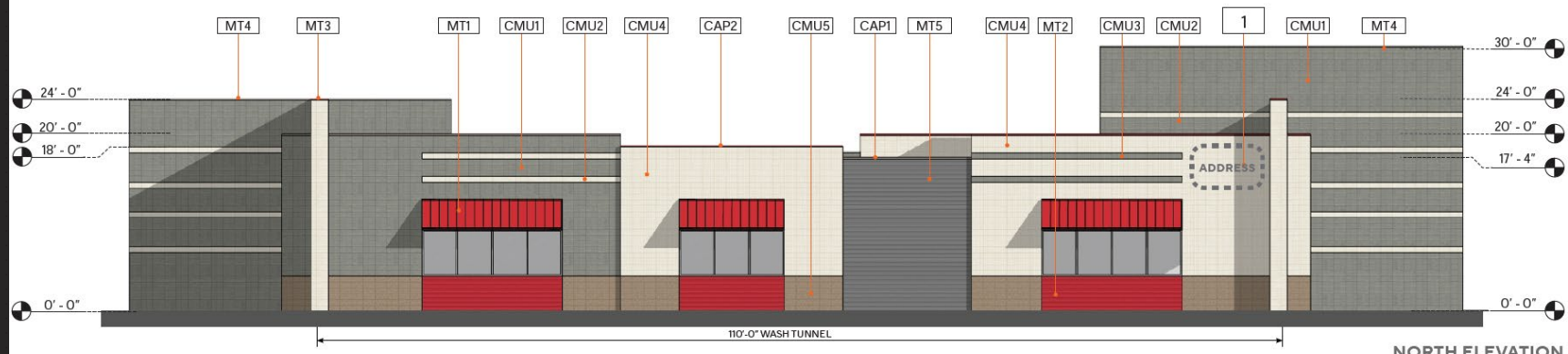
- Queue spaces: 22
- Right in/right out from Indian School Road
- Access via 166th Avenue



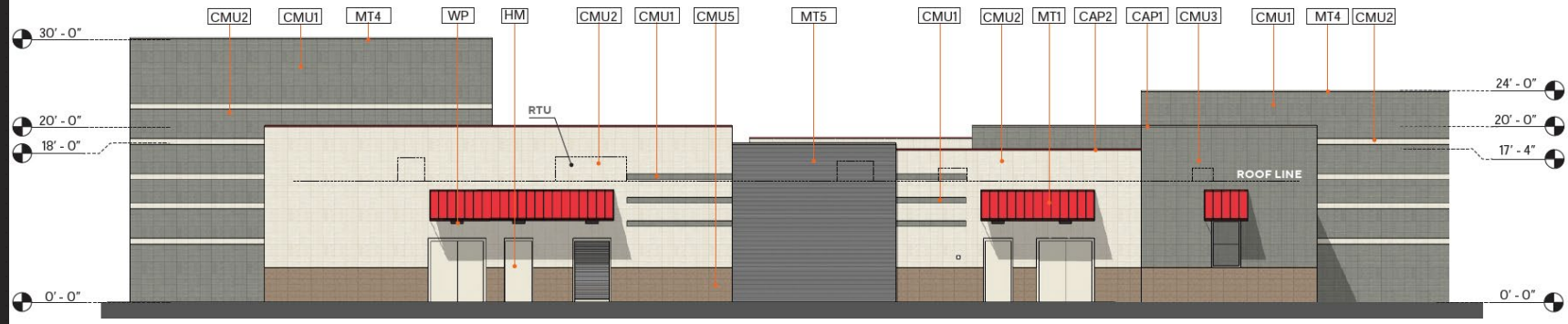
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Super Star Car Wash Use Permit

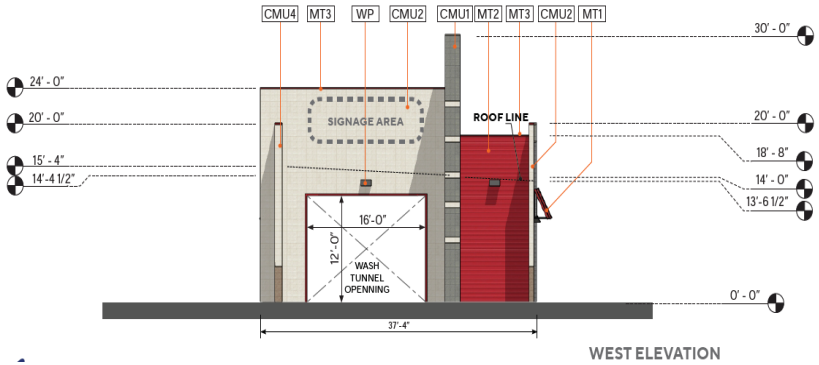
- Consistent with Triangle Master Site Plan
- Height: 30 feet



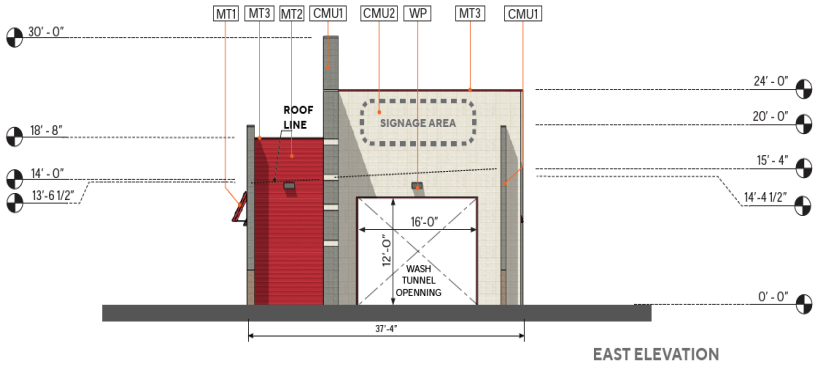
NORTH ELEVATION



SOUTH ELEVATION



WEST ELEVATION



EAST ELEVATION

Super Star Car Wash
Use Permit

- Evaluation Criteria
- Public Hearing Process
- Recommend Approval


It's a
Great time
to be in Goodyear.