City Council Regular Meeting
City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395
Monday, November 17, 2025
Immediately following the Community Facilities District Meeting that begins at 5:00 p.m.

Mayor
Joe Pizzillo

Vice Mayor
Wally Campbell

Councilmember
Brannon Hampton

Councilmember
Laura Kaino

Councilwoman
Vicki Gillis

Councilmember
Benita Beckles

Councilmember
Trey Terry

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

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

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

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

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

City Clerk's Office: 1900 N. Civic Square, Goodyear, AZ 85395 (623) 882-7830
www.goodyearaz.gov/cityclerk
City Council Meeting Live Broadcast: https://www.facebook.com/goodyearazgov/videos

Monday, November 17, 2025 **Meeting Agenda**

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER BECKLES

COMMUNICATIONS

1. **PROCLAMATION RECOGNIZING NOVEMBER AS AMERICAN DIABETES MONTH**

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

2. **APPROVAL OF MINUTES**

RECOMMENDATION

Approve the October 27, 2025 Regular Meeting and the November 03, 2025, October 21, 2025, October 06, 2025 and June 16, 2025 Special Meeting draft minutes. (Jasmine Pernicano, City Clerk)

3. **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)

4. **ANNEXATION OF WEST ROOSEVELT STREET FOR I-10 CITRUS GATEWAY**

RECOMMENDATION

ADOPT ORDINANCE NO. 2025-1640, APPROVING THE TRANSFER OF APPROXIMATELY 1.501 ACRES OF RIGHT-OF-WAY, GENERALLY LOCATED WITHIN THE NORTH HALF OF THE WEST ROOSEVELT STREET ALIGNMENT WEST OF NORTH CITRUS ROAD, APPROVING THE TRANSFER OF SUCH RIGHT-OF-WAY, AND EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR. (Kyle Abbott, Senior Planner)

5. **RESOLUTION AUTHORIZING THE LICENSE AGREEMENT WITH CROWN CASTLE FIBER LLC TO INSTALL A FIBER OPTIC NETWORK WITHIN THE CITY'S RIGHTS-OF-WAY**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2942 AUTHORIZING THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH CROWN CASTLE FIBER LLC, A NEW YORK LIMITED LIABILITY COMPANY AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND OR CONDUIT FOR THE CITY'S EXCLUSIVE USE. (Philip Cochran, Assistant City Attorney)

6. **RESOLUTION AUTHORIZING THE AMENDED AND RESTATED FOREIGN TRADE ZONE (FTZ) AGREEMENT FOR SUB-ZERO GROUP, INC.**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2943 AUTHORIZING AND SUPPORTING SUB-ZERO GROUP, INC.'S APPLICATION FOR THE CREATION OF A USER DRIVEN SUBZONE ENCOMPASSING BOTH SUB-ZERO'S COTTON LANE AND CAMELBACK LOCATIONS WITHIN THE GREATER MARICOPA FOREIGN TRADE ZONE (GMFTZ); AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AMENDED AND RESTATED FOREIGN TRADE ZONE AGREEMENT (PAYMENT IN LIEU OF TAX FEE) AND ALL RELATED DOCUMENTS NECESSARY FOR THE ESTABLISHMENT AND ACTIVATION OF THE SUBZONE UNDER APPLICABLE FEDERAL AND STATE LAWS, SUBJECT TO CONDITIONS. (Darah Mann, Deputy Director of Economic Development)

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

7. **USE PERMIT FOR A CONVENIENCE USE (CONVENIENCE STORE WITH A GAS STATION) WEST OF THE NORTHWEST CORNER OF WEST ROOSEVELT STREET AND NORTH ESTRELLA PARKWAY**

RECOMMENDATION

Approve the Use Permit for a Convenience Use (convenience store with a gas station) on an approximately 1.48-acre property zoned C-2 General Commercial located west of the northwest corner of W. Roosevelt Street and N. Estrella Parkway. (Kyle Abbott, Senior Planner)

8. **RESOLUTION ESTABLISHING A SPECIAL PUBLIC IMPROVEMENT PROJECT AREA AND AUTHORIZING COST RECOVERY FOR CIP PROJECT #42038 CAMELBACK ROAD WIDENING**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2494 APPROVING AND ESTABLISHING A "SPECIAL PUBLIC IMPROVEMENT PROJECT AREA" THAT INCLUDES PROPERTIES RECEIVING SPECIAL BENEFITS FROM IMPROVEMENTS WIDENING CAMELBACK ROAD AND AUTHORIZING THE CITY TO RECOVER AN ALLOCATED SHARE OF THE COSTS OF THE SPECIAL PUBLIC IMPROVEMENTS FROM THE OWNERS OF THE BENEFITED PROPERTIES.(Steve Scinto, Director of Engineering; Allan Smolko, Senior Project Manager)

BUSINESS

9. **RESOLUTION ADOPTING THE CITY STRATEGIC PLAN FOR FISCAL YEAR (FY) 2026-2029**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2495 ADOPTING THE CITY OF GOODYEAR FY2026-2029 STRATEGIC PLAN. (Jenna Goad, Strategic Planning & Organizational Performance Manager)

10. **GOODYEAR PROPOSED UTILITY RATE INCREASES**

RECOMMENDATION

Review and discuss the proposed utility rates and receive the recommendation from the Committee. No action is required by Council until a Public Hearing is held on December 15, 2025. (Kini Knudson, Deputy City Manager; Ryan Bittle, Finance Manager)

11. **APPROVE LETTER OF INTENT FOR GSQ PUBLIC PARKING GARAGE**

RECOMMENDATION

Approve the Letter of Intent with RG Land Partners, LLC. for the GSQ public parking garage to facilitate the acquisition and construction of the GSQ public parking garage. (Roric Massey, City Attorney)

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:

December 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 11/12/2025at 5:42 p.m. by (AG)

ITEM #: 1.
DATE: 11/17/2025
AI #:2924

CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Joe Pizzillo, Mayor

SUBJECT:
PROCLAMATION RECOGNIZING NOVEMBER AS AMERICAN DIABETES MONTH

ITEM #: 2.
DATE: 11/17/2025
AI #:2932

APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

RECOMMENDATION
Approve the October 27, 2025 Regular Meeting and the November 03, 2025, October 21, 2025, October 06, 2025 and June 16, 2025 Special Meeting draft minutes. (Jasmine Pernicano, City Clerk)

Attachments

Draft Minutes 2025-10-27 Regular Meeting
Draft Minutes 2025-11-03 Special Meeting
Draft Minutes 2025-10-21 Special Meeting
Draft Minutes 2025-10-06 Special Meeting
Draft Minutes 2025-06-16 Special Meeting

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

Monday, October 27, 2025	5:00 p.m.	Meeting Minutes

CALL TO ORDER

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

ROLL CALL

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

Staff Present: Deputy City Manager Rachel Garcia; City Attorney Roric Massey; City Clerk Jasmine Pernicano

[Councilmember Beckles participated by telephone.]

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER KAINO

APPOINTMENTS

1. APPOINTMENTS TO CITY BOARDS, COMMISSIONS AND COMMITTEES

Jasmine Pernicano, City Clerk, noted for the record a typographical error in the Council Action Report indicating that Robert Coberly should read Walter Coley.

MOTION BY Vice Mayor Wally Campbell, **SECONDED BY Councilmember Trey Terry to APPROVE the appointments to the Council Compensation Committee and appointments to the Citizen Water Advisory Committee as recommended by the Council Subcommittee on City Boards, Commissions and Committees. The motion carried as follows:**

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

Passed - Unanimously

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

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

There were no public comments.

CONSENT

MOTION BY Councilmember Laura Kaino, **SECONDED BY Councilmember Brannon Hampton to APPROVE Consent Agenda items 2 through 7. 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 September 22, 2025 Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

3. **APPROVAL OF 2026 COUNCIL MEETING CALENDAR**

RECOMMENDATION
Approve the 2026 Council Meeting Calendar. (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. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH BUCKEYE UNION HIGH SCHOOL DISTRICT NO. 201 FOR SCHOOL RESOURCE OFFICER (SRO) SERVICES**

RECOMMENDATION
Approve the IGA with Buckeye Union School District No. 201 for SRO services at Estrella Foothills High School and authorize the Mayor or designee to execute the documents necessary to allow the Goodyear Police Department to participate in the SRO program. (Brian Issitt, Chief of Police)

6. **APPROVAL OF SETTLEMENT AGREEMENT WITH FORESITE DESIGN AND CONSTRUCTION, INC.**

RECOMMENDATION
Approve the Settlement Agreement with ForeSite Design and Construction, Inc., and authorize the City Manager to execute the documents necessary to complete all remaining actions to resolve the current litigation in ForeSite Design and Construction, Inc. v. City of Goodyear. (Roric Massey, City Attorney)

7. **EMPLOYMENT AGREEMENT FOR PRESIDING MUNICIPAL JUDGE**

RECOMMENDATION
Approve Employment Agreement for Presiding Municipal Judge. (Lyman Locket, Human Resources Director)

PUBLIC HEARINGS

8. **USE PERMIT FOR A CONVENIENCE USE DRIVE-THROUGH EAST OF THE NORTHEAST CORNER OF WEST INDIAN SCHOOL ROAD AND NORTH SARIVAL AVENUE, WITHIN PALM VALLEY PHASE V**

Mayor Pizzillo opened the public hearing at 5:08 p.m.

Christian Williams, Planning Manager, presented a request for a use permit for a convenience use drive-through on a 1.86-acre parcel located east of the northeast corner of West Indian School Road and North Sarival Avenue. Mr. Williams reviewed the entitlement background for the property proposal, which includes approximately 10,000 square feet. He discussed access to the site, compatibility with the PebbleCreek Plaza, and conformance with zoning requirements, outlined the public participation process, and summarized resident concerns.

There being no speakers, Mayor Pizzillo closed the public hearing at 5:20 p.m.

Council inquired about the approved landscaping plan and design along the southern portion of the overall commercial corner. Mr. Williams explained that the improvements would be completed in alignment with the 2003 original zoning approval. He also clarified that access from West Indian School Road would be restricted to right-in and right-out movements only, and full street improvements along North Sarival Avenue and West Indian School Road were already completed.

Council expressed appreciation for the detailed stipulations.

Madison Leake, with Burch & Cracchiolo, P.A., spoke on behalf of the applicant and clarified for Council the potential users of the zoning on the parcel, as well as possible tenants for the proposed commercial buildings.

MOTION BY Vice Mayor Wally Campbell, **SECONDED BY Councilmember Trey Terry to APPROVE the Use Permit request for a convenience use drive-through on a 1.86-acre parcel located east of the northeast corner of West Indian School Road and North Sarival Avenue, subject to Conditions of Approval. The motion carried as follows:**

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

Passed - Unanimously

INFORMATION ITEMS

Council reported on various events that took place in the city. No action was taken. Council also requested general updates regarding construction and infrastructure efforts in the Estrella Mountain area, as well as information related to lighting and noise concerns. Council further discussed community topics, including consideration of a potential street name change for the newest local high school.

Rachel Garcia, Deputy City Manager, provided an update on the Make A Difference Day event that brought together over 250 volunteers, as well as Goodyear's Fall Festival, which attracted over 7,700 attendees, a 17% increase from last year.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

November 3, 2025	Council Meeting	5:00 p.m.

ADJOURNMENT

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

_____ _____

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 October 27, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2025. SEAL:

_____

Jasmine Pernicano, City Clerk

City Council Special Meeting
City Hall - Canyon Trails Room 1 & 2
1900 N. Civic Square
Goodyear, AZ 85395

Monday, November 3, 2025 **Meeting Minutes**

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

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 6:42 p.m.

ROLL CALL

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

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

BUSINESS

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

1. Pursuant to A.R.S. § 38-431.03(A)(3) & (4): For legal advice and consultation and to consider its position and to provide instruction/direction to City Attorney and City Manager regarding city's position in connection with contracts that are the subject of negotiations associated with the GSQ project.

2. Pursuant to A.R.S. § 38-431.03(A)(3): For legal advice and consultation with the City Attorney regarding the Goodyear Housing Rehabilitation Program.

MOTION BY Vice Mayor Wally Campbell, **SECONDED BY Councilmember Brannon Hampton to CONVENE an Executive Session. The motion carried as follows:**

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

Passed - Unanimously

Council moved into Executive Session at 6:43 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 7:15 p.m.

RECONVENE SPECIAL MEETING

Mayor Pizzillo reconvened the Special Meeting at 7:15 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 7:15 p.m.

_____ _____
Jasmine Pernicano, City Clerk Joe Pizzillo, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL SPECIAL MEETING of the city of Goodyear, Arizona, held on November 3, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2025. SEAL:

_____
Jasmine Pernicano, City Clerk

City Council Special Meeting
City Hall - Canyon Trails Rooms 1 & 2
1900 N. Civic Square
Goodyear, AZ 85395

Tuesday, October 21, 2025 **Meeting Minutes**

Immediately following the Council Retreat meeting that began at 1:00 p.m.

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 3:35 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; Deputy City Attorney Sarah Chilton; City Clerk Jasmine Pernicano

BUSINESS

1. **APPOINTMENT OF CITY COUNCIL SUBCOMMITTEE TO ASSIST WITH SELECTION OF EXECUTIVE RECRUITMENT FIRM FOR CITY MANAGER SEARCH**

Lyman Locket, Human Resources Director, provided an overview of the process, noting that the City Manager has announced her intent to retire and that the City seeks to begin a formal recruitment process. He explained that staff recommends establishing a Council Subcommittee of three Councilmembers to assist with the initial phase, including selecting a recruitment firm and conducting an initial screening of applicants.

Council discussed the potential inclusion of a residency requirement and requested a review of the job description to ensure that experience working with labor unions is reflected. Council also expressed interest in involving public safety labor unions and business owners in the interview process, similar to the approach used during the 2017 City Manager recruitment.

MOTION BY Vice Mayor Wally Campbell, **SECONDED BY Councilmember Laura Kaino to APPOINT Councilmembers Laura Kaino, Brannon Hampton and Trey Terry to a subcommittee that will assist with the selection of the executive recruitment firm that will conduct the City Manager recruitment process and conduct an initial screening of applicants. 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

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

October 27, 2025	Council Meeting	5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 3:42 p.m.

_____ _____

Jasmine Pernicano, City Clerk Joe Pizzillo, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL SPECIAL MEETING of the city of Goodyear, Arizona, held on October 21, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2025. SEAL:

_____

Jasmine Pernicano, City Clerk

City Council Special Meeting
City Hall - Civic Square Conference Room (4th floor)
1900 N. Civic Square
Goodyear, AZ 85395

Monday, October 6, 2025	**4:00 p.m.**	**Meeting Minutes**

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 4:00 p.m.

ROLL CALL

Present:	**Mayor Joe Pizzillo**; **Vice Mayor Wally Campbell**; **Councilmember Brannon Hampton**; **Councilmember Laura Kaino**; **Councilmember Benita Beckles**; **Councilmember Trey Terry**
Absent:	**Councilwoman Vicki Gillis**
Staff Present:	City Manager Wynette Reed; City Attorney Roric Massey; City Clerk Jasmine Pernicano; Human Resources Director Lyman Locket

MOTION BY Vice Mayor Wally Campbell, **SECONDED BY Councilmember Trey Terry to EXCUSE Councilwoman Gillis. The motion carried as follows:**

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

Passed - Unanimously

BUSINESS

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

1. Pursuant to A.R.S. § 38-431.03(A)(1): Discussion with the Presiding Judge regarding his performance evaluation.

Council heard from Sheri Lauritano and Ginny Boyle, representing the Judicial Advisory Committee (JAC). Ms. Lauritano presented information on the committee's recommendation to reappoint Judge Delgado. Council expressed support for the committee's evaluation and expressed appreciation to the Judge for his work.

MOTION BY Vice Mayor Wally Campbell, **SECONDED BY Councilmember Brannon Hampton to CONVENE an Executive Session. The motion carried as follows:**

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

Passed - Unanimously

Council moved into Executive Session at 4:06 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 4:36 p.m.

RECONVENING OF SPECIAL MEETING

Mayor Pizzillo reconvened the Special Meeting at 4:36 p.m.

CONTINUATION OF BUSINESS

2. Council may consider for possible action renewal of the Presiding Judge's employment contract.

MOTION BY Vice Mayor Wally Campbell, **SECONDED BY Councilmember Trey Terry to RENEW the Presiding Judge Manual Delgaldo's employment agreement to include a 5.0% salary increase; 10% deferred compensation contribution; $400 a month car allowance; and remove the cap on sick leave payout upon retirement. The motion carried as follows:**

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

Passed - Unanimously

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 4:37 p.m.

_____ _____

Jasmine Pernicano, City Clerk Joe Pizzillo, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL SPECIAL MEETING of the city of Goodyear, Arizona, held on October 6, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2025. SEAL:

_____

Jasmine Pernicano, City Clerk

City Council Special Meeting
City Hall - Canyon Trails Room 1 & 2
1900 N. Civic Square
Goodyear, AZ 85395

Monday, June 16, 2025 **Meeting Minutes**

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

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 6:55 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

BUSINESS

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

1. Pursuant to A.R.S. § 38-431.03(A)(3) and (5): Discussion and consultation with the city's attorney for legal advice regarding the Meet and Confer Ordinance and Memorandums of Understanding with employee organizations and, to instruct the city's designated representatives regarding negotiations with employee organizations on salary and benefit negotiations.

MOTION BY Vice Mayor Wally Campbell, **SECONDED BY Councilmember Brannon Hampton to CONVENE an Executive Session. The motion carried as follows:**

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

Passed - Unanimously

Council moved into Executive Session at 7:05 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 7:11 p.m.

RECONVENING OF SPECIAL MEETING

Mayor Pizzillo reconvened the Regulalr Meeting at 7:11 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 7:12 p.m.

_____ _____

Jasmine Pernicano, City Clerk Joe Pizzillo, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL SPECIAL MEETING of the city of Goodyear, Arizona, held on June 16, 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: 11/17/2025
AI #:2863

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY

STAFF PRESENTER(S): Ryan Bittle, Finance Manager

SUMMARY

Approve Budget Amendments.

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

Approve budget amendments, 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: 11/17/2025

Date	Transfer Journal No.	Reason Needed	Amount	Ultimate Fund(s) Affected; Explanation	Funding From	Funding To
10/23/2025	1060	Use of one-time fund balance to fulfill the city's commitments and ensure compliance with the reimbursements tied to development agreements for projects #40003 & #40004. This amount is entirely offset by increased revenues.	$950,000		1-Time Fund Balance	Development Impact Fee Funds

FY2026 Expenditures for Administrative Award (If Applicable)

Department Name Reference	Project No.	Description	Current Amount	Proposed Increase/(Decrease)	Revised Amount
26067	n/a	Axon Body Cameras- Will be added to FY27 Award List	$ -	$ 800,000	$ 800,000
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -

ITEM #: 4.
DATE: 11/17/2025
AI #:2935

CITY COUNCIL ACTION REPORT

SUBJECT: ANNEXATION OF WEST ROOSEVELT STREET FOR I-10 CITRUS GATEWAY

STAFF PRESENTER(S): Kyle Abbott, Senior Planner

SUMMARY

Transfer and annexation from Maricopa County to the city of Goodyear of approximately 1.501 acres of right-of-way generally located within the north half of the West Roosevelt Street alignment west of North Citrus Road, to facilitate construction of roadway improvements associated with the I-10 Citrus Gateway development.

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

ADOPT ORDINANCE NO. 2025-1640, APPROVING THE TRANSFER OF APPROXIMATELY 1.501 ACRES OF RIGHT-OF-WAY, GENERALLY LOCATED WITHIN THE NORTH HALF OF THE WEST ROOSEVELT STREET ALIGNMENT WEST OF NORTH CITRUS ROAD, APPROVING THE TRANSFER OF SUCH RIGHT-OF-WAY, AND EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR. (Kyle Abbott, Senior Planner)

FISCAL IMPACT

There is no anticipated initial cost to the city for the annexation of right-of-way, as the developer of the adjacent I-10 Citrus Gateway project south of W. Roosevelt Street will be responsible for all annexation and roadway improvement expenses. However, the city will assume long-term maintenance obligations associated with expanding the city boundary to include the additional roadway and landscaped median.

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 April 28, 2025, Goodyear City Council adopted Ordinance No. 2025-1631, conditionally rezoning approximately 267 acres of property located at the southwest corner of North Citrus Road and West Roosevelt Street, to be known as I-10 Citrus Gateway, from the Las Palmas Planned Area Development (PAD) to the I-10 Citrus Gateway PAD.

A stipulated condition of approval for the I-10 Citrus Gateway zoning case required the applicant to process an annexation application, at no cost to the city, to bring the West Roosevelt Street right-of-way into the city of Goodyear. The annexation will enable construction of improvements to West Roosevelt Street that will create a new roadway alignment that separates traffic generated by the I-10 Citrus Gateway development from existing local traffic. The developer will construct West Roosevelt Street and a median within the city's corporate limits and modify the county-maintained frontage road to the north of West Roosevelt Street which will function as a local street serving county residents to access the residential properties north of the I-10 Citrus Gateway development. West Roosevelt Street and the frontage road will be separated by a median with landscaping.

STAFF ANALYSIS

Current Policy:

Pursuant to A.R.S. § 9-471(O), a county right-of-way or roadway may be transferred to an adjacent city by mutual consent of the governing bodies of both the county and city if all of the property transferred is adjacent to the receiving city and if the city and county each approve the proposed transfer as a published agenda item at a regular public meeting of their governing bodies. Unlike annexations, a transfer does not include a petition for signatures or public hearings. A transfer of property made pursuant to this subsection is treated by the receiving city as if the transferred property was newly annexed territory.

The transfer of the right-of-way is approved by the Goodyear City Council by Ordinance (Attachment A), and subsequently sent to Maricopa County. The transfer of the right-of-way must be approved by the Maricopa County Board of Supervisors and after both governing bodies approve the transfer, the right-of-way is treated the same as any other newly annexed land.

Upon approval of the transfer by both the city and the Maricopa County Board of Supervisors according to the procedures in A.R.S. § 9-471(O), the city of Goodyear will be responsible for the maintenance of the transferred right-of-way.

Surrounding Properties:

The portion of West Roosevelt Street right-of-way that will be transferred is fifteen (15) feet in width and runs east to west from North Citrus Road to approximately 900 feet east of South Perryville Road.

To the south of the right-of-way is the I-10 Citrus Gateway Planned Area Development, which anticipates Industrial, Business Park and Commercial Uses. To the north of the right-of-way

are rural residential properties within Maricopa County zoned RU-43.

Details of the Request:
The annexation of this right-of-way is being pursued to transfer ownership of the right-of-way from Maricopa County to the city of Goodyear to facilitate permitting and construction of roadway improvements and provide access to the I-10 Citrus Gateway development to the south.

Once annexed, the transferred right-of-way will be under the city of Goodyear's authority, and all construction permits will be reviewed and issued by the city.

Public Participation:
Unlike traditional annexations, a transfer of right-of-way pursuant to A.R.S. § 9-471(O) does not include a petition for signatures or public hearings. The transfer of this section of West Roosevelt Street right-of-way complies with the state statutes for annexation and no petitions or public hearings are required.

Attachments

Attachment A - Ordinance No. 2025-1640

Attachment B - Aerial Exhibit

Staff Presentation

ORDINANCE NO. 2025-1640

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE TRANSFER OF APPROXIMATELY 1.501 ACRES OF RIGHT-OF-WAY, GENERALLY LOCATED WITHIN THE NORTH HALF OF THE WEST ROOSEVELT STREET ALIGNMENT WEST OF NORTH CITRUS ROAD, APPROVING THE TRANSFER OF SUCH RIGHT-OF-WAY, AND EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GOODYEAR.

WHEREAS, Arizona Revised Statutes ("A.R.S.") § 9-471(O) provides that as an alternative to annexation procedures a county right-of-way or roadway may be transferred to an adjacent city or town by mutual consent of the governing bodies of both the county and the city; and,

WHEREAS, the right-of-way consists solely of county right-of-way or roadway and the entire length of the right-of-way is adjacent to the corporate boundaries of the city of Goodyear; and,

WHEREAS, the right-of-way to be transferred pursuant to this Ordinance is fifteen (15) feet in width, generally located within the north half of the West Roosevelt Street alignment and west of North Citrus Road, for approximately 1.501 acres, and is legally described in Exhibit A and depicted on Exhibit B, attached hereto and incorporated herein by this express reference; and,

WHEREAS, pursuant to A.R.S. § 9-471(O), the transfer of the right-of-way and annexation to the city of Goodyear is subject to approval by the Maricopa County Board of Supervisors at a future public meeting and upon approval by the city of Goodyear and the Maricopa County Board of Supervisors the property so transferred shall be treated as though it were newly annexed territory; and,

WHEREAS, this Ordinance has been acted upon as published agenda item at a regular public meeting of the Council.

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

SECTION 1. TRANSFER AND ANNEXATION

That the approximately 1.501 acres of right-of-way, generally located within the north half of the West Roosevelt Street alignment and west of North Citrus Road described in Exhibit A – Legal Description and depicted in Exhibit B – Annexation Map, (the “Property”) both of which are attached hereto and incorporated herein, is hereby annexed into the city of Goodyear; and, upon approval of the transfer by the Maricopa County Board of Supervisors in conformance with the requirements of A.R.S. § 9-471(O), the corporate limits of the city of Goodyear are hereby extended and increased to include within the corporate limits of the city of Goodyear the Property, and said Property is hereby declared to be part of the city of Goodyear, Arizona.

SECTION 2. COUNTY CONSENT

A certified copy of this Ordinance and exhibits shall be filed with the Board of Supervisors of Maricopa County, Arizona for the Board of Supervisors’ action on

the transfer pursuant to A.R.S. § 9-471(O). The city clerk shall, upon the approval of the transfer by the Maricopa County Board of Supervisors, take all appropriate and necessary actions to finalize the annexation/transfer of the right-of-way approved hereby.

SECTION 3 RECORDING

A copy of this ordinance and all exhibits referred to herein, 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. 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 5. 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 17th day of November, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

AN ANNEXATION OF A PORTION OF THE SOUTH 15 FEET OF THE NORTH HALF OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 3, BEING A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 3, BEING A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, BEARS **NORTH 00°17'06" EAST (BEING THE BASIS OF BEARING FOR THIS DESCRIPTION)** A DISTANCE OF 2619.21 FEET AND FROM WHICH THE CALCULATED POSITION FOR THE WEST QUARTER CORNER OF SAID SECTION 3 NORTH 89°39'02" WEST, A DISTANCE OF 5290.75 FEET;.

THENCE NORTH 89°39'02" WEST, ALONG THE EAST–WEST MID–SECTION LINE OF SAID SECTION 3, A DISTANCE OF 4360.75 FEET;

THENCE NORTH 00°13'09" EAST, A DISTANCE OF 15.00 FEET TO A POINT ON A LINE PARALLEL WITH AND 15 FEET NORTH OF THE EAST–WEST MID–SECTION LINE OF SAID SECTION 3;

THENCE SOUTH 89°39'02" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 4360.77 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3;

THENCE SOUTH 00°16'59" WEST, ALONG SAID EAST LINE, A DISTANCE OF 15.00 TO THE POINT OF BEGINNING.

SAID DESCRIPTION CONTAINING 65,410.652 S.F.±, 1.501 ACRES±.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29865
JAMES A.
BRUCCI
DATE SIGNED 8/20/25
ARIZONA U.S.A

TITLE: **XB03**

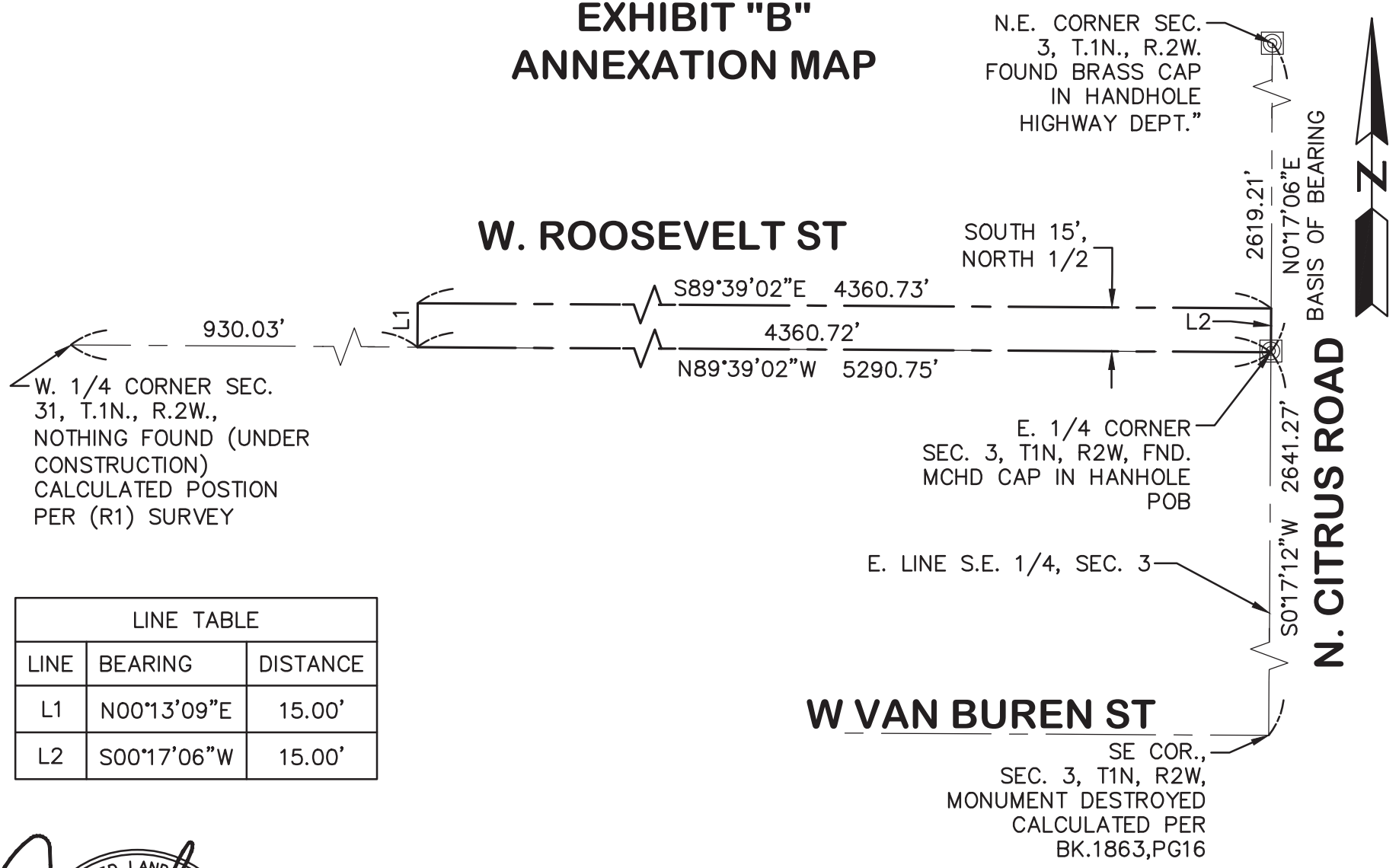
DATE: 8/20/25

DESC: ANNEXATION PARCEL

HUNTER ENGINEERING
CIVIL AND SURVEY
10446 N. 74TH STREET,
SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985

PROJ.NO.RANK001

EXHIBIT "B"
ANNEXATION MAP



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°13'09"E	15.00'
L2	S00°17'06"W	15.00'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29865
JAMES A. BRUCCI
DATE SIGNED 8/20/25
ARIZONA U.S.A

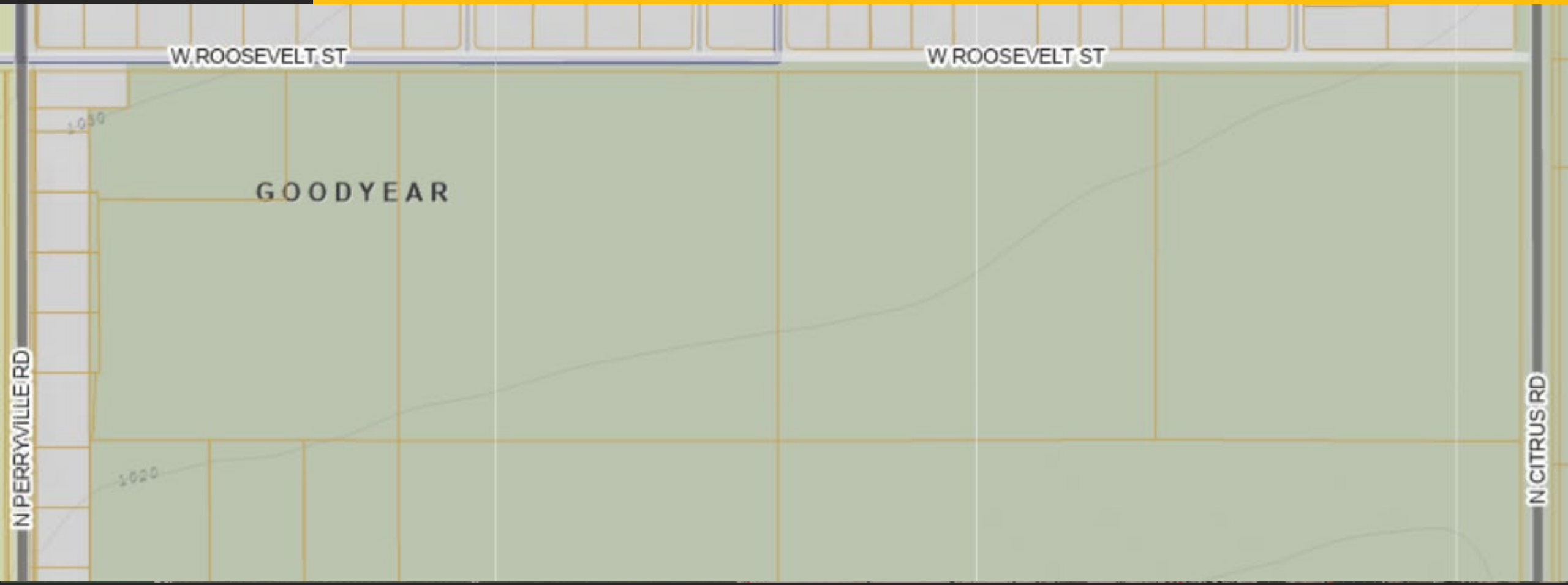
TITLE:	XB03
SCALE:	1"=50'
DATE:	8/20/25
DESC:	ANNEXATION PARCEL

HUNTER ENGINEERING
CIVIL AND SURVEY
10446 N. 74TH STREET, SUITE 140
SCOTTSDALE, AZ 85258
T 480 991 3985

PROJ.NO.RANK001

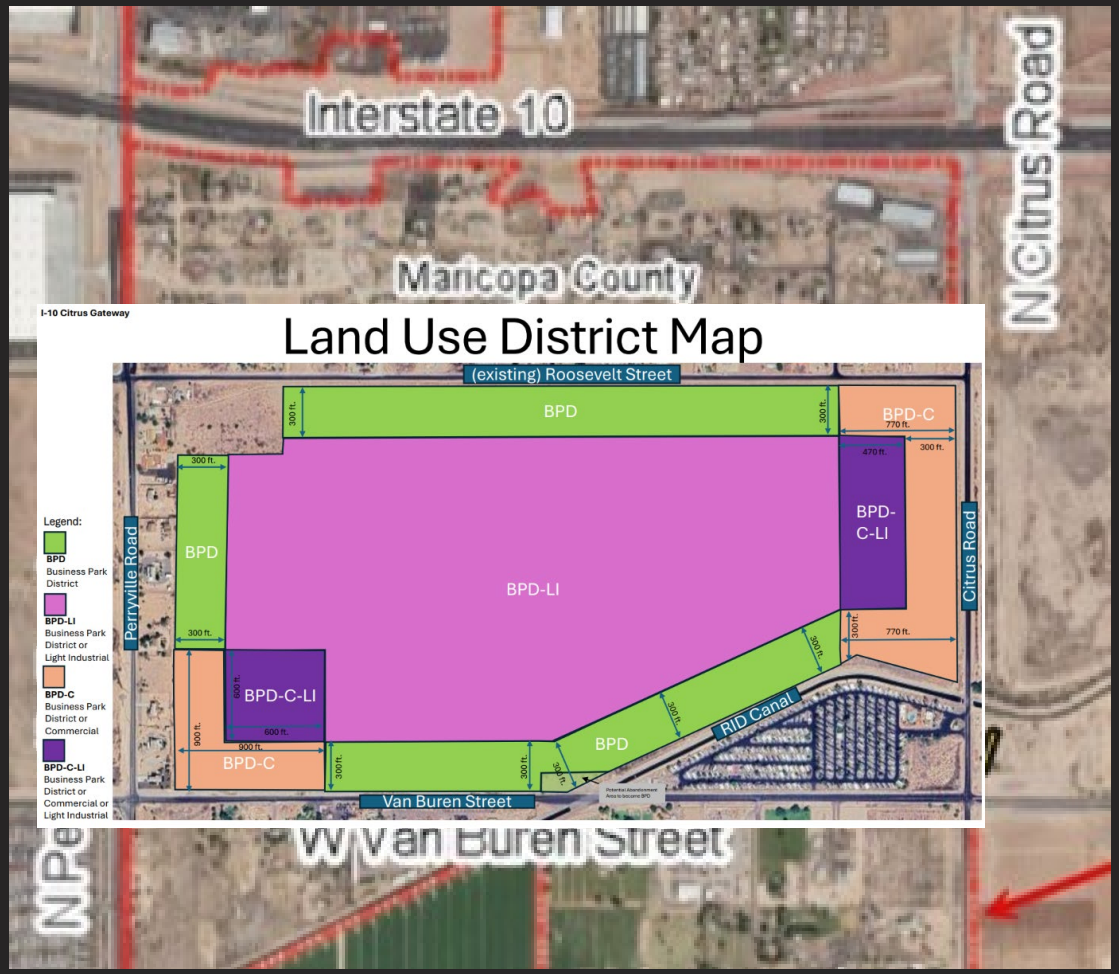
Attachment B - Aerial Exhibit
Case No. P25-00124
Annexation of W. Roosevelt Road ROW, West of N. Citrus Road

Annexation of Roosevelt Street for I-10 Citrus Gateway



Annexation
Roosevelt Street for I-10 Citrus Gateway

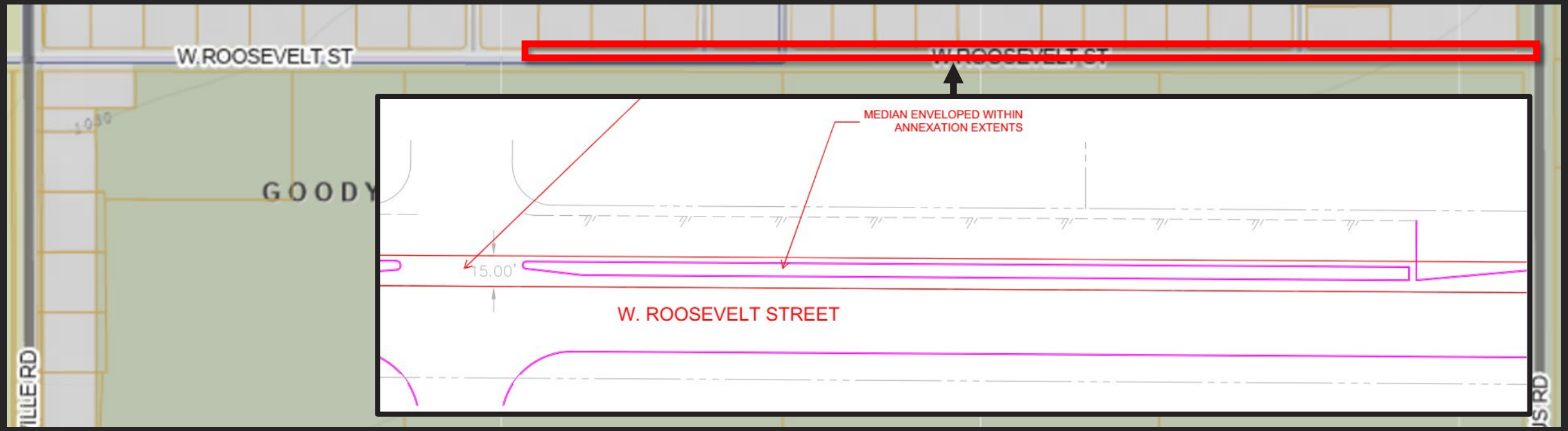
- April 2025
  - I-10 Citrus Gateway Rezone
  - Stipulation for Annexation of ROW
    - Allows bypass road
    - Protects residential from truck traffic
  - No residential annexed



Annexation
Roosevelt Street for I-10 Citrus Gateway

Annexation of ROW

- Approx. 1.501 acres



Annexation
Roosevelt Street for I-10 Citrus Gateway

- Consistent with I-10 Citrus Gateway Rezone Stipulation
- Recommend Approval

ITEM #: 5.
DATE: 11/17/2025
AI #:2923

CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION AUTHORIZING THE LICENSE AGREEMENT WITH CROWN CASTLE FIBER LLC TO INSTALL 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 Crown Castle Fiber LLC, a New York limited liability company (Crown Castle), the ability 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. 2025-2942 AUTHORIZING THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH CROWN CASTLE FIBER LLC, A NEW YORK LIMITED LIABILITY COMPANY AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND OR CONDUIT FOR THE CITY'S EXCLUSIVE USE. (Philip Cochran, Assistant City Attorney)

FISCAL IMPACT

Under the license agreement, Crown Castle 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. Crown Castle is responsible for all costs related to the construction, installation, operation, and maintenance of the fiber network within the right-of-way. Additionally, Crown Castle 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, Crown Castle 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 Crown Castle’s gross revenues attributed to the fiber optic network within the city’s right-of-way. Unless and until Crown Castle has any gross revenues, they shall pay the entire $0.89 per linear foot in full. Additionally, Crown Castle 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 cost related to the agreement. The issuance of the license agreement does not require any city expenditure.

BACKGROUND AND PREVIOUS ACTIONS

Crown Castle 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. Crown Castle previously entered into an agreement with the city in 2020 and has been operating in the city’s right-of-way since that time.

STAFF ANALYSIS

Crown Castle 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. Crown Castle 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 cost of the fiber and/or conduit will be borne by Crown Castle 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 cables and/or conduits that can be utilized for city facilities and departments without any expenditure of funds by the city. Resolution 2025-2942is included as Attachment A.

Attachments

Attachment A - Resolution No. 2025-2942 with Exhibit A

RESOLUTION NO. 2025-2942

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 CROWN CASTLE FIBER LLC, A NEW YORK LIMITED LIABILITY COMPANY AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND OR CONDUIT FOR THE CITY'S EXCLUSIVE USE.

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

WHEREAS, Crown Castle Fiber LLC, a New York 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 Crown Castle Fiber LLC, a New York 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 Crown Castle Fiber LLC, a New York 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 2025-2942 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 17th day of November, 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

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 Crown Castle Fiber LLC, a New York 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 and authority.

H. Pursuant to the Telecommunications Laws, Licensee has obtained from the Arizona Corporation Commission a Certificate of Convenience and Necessity (CC&N) _____(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 ordinances, rules, and regulations as they may apply.

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

I. USE AREAS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.8.2 Competing Activities. Licensee accepts the risk that there may

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

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

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

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

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

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

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

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

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

the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and to require Licensee to cooperate and participate in implementing such resolutions. Without limitation, 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 condition as 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 other emergencies if Licensor's city managerordesignee 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 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 shall make payments to Licensor asfollows:

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

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

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

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

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

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

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

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

3.13.10 Limitation of Use of City Fiber:

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

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

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

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

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

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

IV. USE RESTRICTIONS

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

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

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

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

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

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

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

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

4.2.2.1 The name of the third party.

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

4.2.2.3 The route of the proposed service.

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

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

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

4.3.1 The following are Regulated Activities:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.7.1 State of Arizona

4.7.2 Maricopa County

4.7.3 Bureau of Reclamation

4.7.4 Central Arizona Water Conservation District

4.7.5 Salt River Project

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

4.9 Coordination Meetings. Licensee shall meet with Licensor and other

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

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

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

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

4.10.1.2 Electric backup batteries.

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

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

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

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

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

4.10.5.1 Participate in the Toxic Material coming to the ROW.

4.10.5.2 Fail to immediately report the Toxic Material to Licensor.

4.10.5.3 Participate in spreading or otherwise disturbing the Toxic Material.

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

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

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

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

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

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

V. IMPROVEMENTS BY LICENSOR

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

VI. LICENSEE'S IMPROVEMENTS GENERALLY

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

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

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

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

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

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

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

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

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

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

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

9.1.5.1 The date such non-compliance causes any harm to 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 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 inexcess 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 of whom, including Licensor, are collectively "Additional Insureds").

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

11.3.7.1 Licensee shall be solely responsible for all such amounts.

11.3.7.2 Such amounts shall not exceed 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 into possession.

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 intentionsto condemn the Use Areas.

12.3 Licensee's Facilities. In the event any of the Use Areas are condemned through an Eminent Domain action by 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 (10^{th}) 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 Goodyear, AZ 85395
Copy to:	City Attorney City of Goodyear 1900 N. Civic Square Goodyear, AZ 85395
If to Licensee:	Crown Castle Fiber 200 Spectrum Center Dr Irvine, CA 92618
Copy to:	Crown Castle Fiber 200 Spectrum Center Dr Irvine, CA 92618 ATTN: Government Relations

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.

Crown Castle Fiber LLC,

a New York limited liability company

_____

By: Wesley Jones

Its: Director of Permitting and Utilities

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 #: 6.
DATE: 11/17/2025
AI #:2926

CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION AUTHORIZING THE AMENDED AND RESTATED FOREIGN TRADE ZONE (FTZ) AGREEMENT FOR SUB-ZERO GROUP, INC.

STAFF PRESENTER(S): Darah Mann, Deputy Director of Economic Development

SUMMARY

Sub-Zero Group, Inc. has requested to combine their two Goodyear sites, the currently activated site and their future activated site, into a single Sub zone to achieve operational efficiencies and is seeking Council approval to amend and restate their Foreign Trade Zone Agreement.

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2943 AUTHORIZING AND SUPPORTING SUB-ZERO GROUP, INC.'S APPLICATION FOR THE CREATION OF A USER DRIVEN SUBZONE ENCOMPASSING BOTH SUB-ZERO'S COTTON LANE AND CAMELBACK LOCATIONS WITHIN THE GREATER MARICOPA FOREIGN TRADE ZONE (GMFTZ); AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AMENDED AND RESTATED FOREIGN TRADE ZONE AGREEMENT (PAYMENT IN LIEU OF TAX FEE) AND ALL RELATED DOCUMENTS NECESSARY FOR THE ESTABLISHMENT AND ACTIVATION OF THE SUBZONE UNDER APPLICABLE FEDERAL AND STATE LAWS, SUBJECT TO CONDITIONS. (Darah Mann, Deputy Director of Economic Development)

FISCAL IMPACT

An activated Foreign Trade Zone (FTZ) site provides a property tax benefit to qualified companies, reducing the real and personal property tax assessment ratio from 16.5% to 5%. Property tax savings to companies are only realized after they are activated FTZ sites, and after the company has made significant investments, increasing the property tax base of the property. The reduction in property taxes will only apply if Sub-Zero meets the requirements for a high-wage manufacturer as set forth in the Foreign Trade Zone Policy of the City of Goodyear dated August 28, 2023, adopted by Resolution 2023-2339 (the "2023 Goodyear

FTZ Policy"). If Sub-Zero fails to meet the requirements for a high wage manufacturer, Sub-Zero will make payments so that the taxing jurisdictions receive 16.5% of the assessed valuation.

BACKGROUND AND PREVIOUS ACTIONS

In 2011, Sub-Zero opened its initial 440,000 square foot facility at its Goodyear facility at 4295 No. Cotton Lane.

On February 17, 2011, Council approved a Payment In Lieu of Tax (PILOT) Agreement, which was needed to support the activation of this site. The PILOT Agreement outlined an annual payment in the amount of the difference between the tax rates, which the city would distribute to the various taxing jurisdictions. The FTZ Board approved the activation of this site, which resulted in the reclassification of the existing tax rate to a lower, class 6 rate.

On May 22, 2012, Council approved a First Amendment to the PILOT Agreement, amending the amount of the PILOT fee following a successful challenge to the 2010 Maricopa County Assessor, resulting in a revised assessed value.

On June 11, 2015, Council approved a Second Amendment to the PILOT Agreement, amending the amount of the PILOT fee following a successful challenge to the 2011 Maricopa County Assessor, resulting in a revised assessed value.

On August 26, 2024, Council adopted Resolution No. 2024-2421 committing support for the future application for the activation and inclusion within the boundaries of FTZ No. 277 for the newly built second location totaling 599,700 square feet located at 17255 W. Camelback Road as a single-user, User Driven Foreign Trade Zone Site for the operation of a manufacturing facility by Sub-Zero Group, Inc.

STAFF ANALYSIS

Sub-Zero first established a 440,000 SF facility in Goodyear in 2011 and expanded it by 240,000 SF in 2015, investing a total of $102 million and creating 488 net-new jobs. This facility is located within FTZ No. 277 (Greater Maricopa Foreign Trade Zone) and operates under a Payment in Lieu of Taxes agreement.

Following a national site selection, Sub-Zero chose Goodyear for a second facility at 17255 W. Camelback Road, a 599,700 SF manufacturing facility representing a $117.8 million investment and projected to create 143 new high-wage jobs. Economic analysis estimates $5.6 million in direct tax benefits and $594 million in total economic impact over ten years.

Sub-Zero has requested to combine both of their Goodyear sites into a single Foreign Trade Zone sub-zone to provide operational and zone efficiencies by having a single Foreign Trade Zone operator manage both locations. Staff supports including and activating the second facility as a user-driven FTZ site under FTZ No. 277, consistent with the 2023 Goodyear FTZ policy, provided Sub-Zero executes the Foreign Trade Zone Agreement with Payment in Lieu of Taxes terms. The development is expected to provide significant public benefit through job creation, capital investment, economic activity, and the catalytic effect on further city development.

Staff recommends adopting Resolution No. 2025-2943, included as Attachment A.

Attachments

Attachment A - Resolution No. 2025-2943 with Exhibits

RESOLUTION NO. 2025-2493

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND SUPPORTING SUB-ZERO GROUP, INC.'S APPLICATION FOR THE CREATION OF A USER DRIVEN SUBZONE ENCOMPASSING BOTH SUB-ZERO'S COTTON LANE AND CAMELBACK LOCATIONS WITHIN THE GREATER MARICOPA FOREIGN TRADE ZONE (GMFTZ); AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AMENDED AND RESTATED FOREIGN TRADE ZONE AGREEMENT (PAYMENT IN LIEU OF TAX FEE) AND ALL RELATED DOCUMENTS NECESSARY FOR THE ESTABLISHMENT AND ACTIVATION OF THE SUBZONE UNDER APPLICABLE FEDERAL AND STATE LAWS, SUBJECT TO CONDITIONS.

WHEREAS, in its commitment to the City of Goodyear, Sub-Zero Group, Inc. ("Sub-Zero") has developed two manufacturing facilities within the City of Goodyear, one located at the southwest corner of W. Camelback Road and N. Cotton Lane (17255 W. Camelback Road, Goodyear, AZ 85395) ("Sub-Zero's Camelback Location") and the other at the southeast corner of N. Cotton Lane and W. Montecito Avenue (4295 N. Cotton Lane, Goodyear, AZ 85395) ("Sub-Zero's Cotton Lane Location"); and

WHEREAS, as a means of attracting desired business to the City of Goodyear, the Mayor and Council of the City of Goodyear (the "Goodyear City Council") has supported the inclusion of private property within the boundaries of the FTZ No. 277 Western Maricopa County, Arizona, (the "GMFTZ") and the activation of those sites, which provides operational and financial advantages to companies that import, export or distribute goods, including certain property tax benefits; and

WHEREAS, on July 13, 2009, the Goodyear City Council approved Resolution 2009-1324 supporting the formation of the GMFTZ and the inclusion of portions of property located within what is commonly known as Palm Valley Phase VI – Perimeter West and portions of property located within what is commonly known as Airport Gateway as general purpose foreign trade zones, also known as magnet sites; and

WHEREAS, although Sub-Zero's Cotton Lane Location is located within the Palm Valley Phase VI – Perimeter West magnet site, Sub-Zero's Cotton Lane Location was established as a usage driven foreign trade zone site; and

WHEREAS, Sub-Zero established a second manufacturing facility at Sub-Zero's Camelback Location, and sought the city's support for that facility to be included within the boundaries of the GMFTZ, and on August 26, 2024, the Goodyear City Council approved Resolution No. 2024-2421 conditionally supporting the application for the activation and inclusion of Sub-Zero's Camelback Location within the boundaries of GMFTZ as a single-user driven foreign trade zone site for the operation of a manufacturing facility operated by Sub-Zero Group, Inc.; and

WHEREAS, Sub-Zero entered into a Foreign Trade Zone Agreement (Payment in Lieu of Tax Fee (PILOT Fee)) made by and between Sub-Zero Group, Inc., a Wisconsin corporation and the City of Goodyear, an Arizona municipal corporation executed by Sub-Zero Group, Inc. on August 9, 2024, the City of Goodyear on September 5, 2024 and attested to by GMFTZ on September 5, 2024 (the Initial "PILOT Fee Agreement") for Sub-Zero's Camelback Location applicable to a "User Driven Site," as that term is defined in the Foreign Trade Zone Policy of the City of Goodyear dated August 28, 2023 adopted by Resolution 2023-2339 ("2023 Goodyear FTZ Policy); and

WHEREAS, Sub-Zero is seeking the city's support for the creation of a user driven subzone that includes both Sub-Zero's Cotton Lane Location and Sub-Zero's Camelback Location, the inclusion of the subzone within the boundaries of the GMFTZ as a User Driven Subzone, and the activation of both locations under applicable federal and state laws; and

WHEREAS, the formation of a subzone will provide operational and zone efficiencies by having a single foreign trade zone operator manage both locations; and

WHEREAS, Sub-Zero has executed an Amended and Restated Foreign Trade Zone Agreement (Payment in Lieu of Tax Fee (PILOT FEE)) for Sub-Zero Group, Inc., in the form attached hereto as Exhibit 1, and GMFTZ has attested to the amended and restated agreement, which supersedes and replaces the Initial PILOT Fee Agreement; and

WHEREAS, the Mayor and Council of the City of Goodyear find that it is in the best interests of the City of Goodyear and its residents to support the creation of a user driven subzone that includes both Sub-Zero's Cotton Lane Location and Sub-Zero's Camelback Location, legally described in Exhibit 2, attached hereto, the inclusion of the subzone within the boundaries of the GMFTZ as a User Driven Subzone, and the activation of both locations under applicable federal and state laws.

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

SECTION 1. The Mayor and Council of the City of Goodyear hereby agree to and support Sub-Zero's application for the for the creation of a user driven subzone that includes both Sub-Zero's Cotton Lane Location and Sub-Zero's Camelback Location as described in Exhibit 2 attached hereto, the inclusion of the subzone within the boundaries of the GMFTZ as a User Driven Subzone, and the activation of both locations under applicable federal and state laws.

SECTION 2. The City Manager, or designee, is hereby authorized and directed to execute the Amended and Restated Foreign Trade Zone Agreement (Payment in Lieu of Tax Fee (PILOT FEE)) for Sub-Zero Group, Inc., that has been executed by Sub-Zero Group, Inc. and attested to by GMFTZ, and to then execute all documents necessary to Sub-Zero's application for the for the creation of a user driven subzone that includes both Sub-Zero's Cotton Lane Location and Sub-Zero's Camelback Location, the inclusion of the subzone within the boundaries of the GMFTZ as a User Driven Subzone, and the activation of both locations under applicable federal and state laws.

SECTION 3. The City Manager, or designee, is hereby authorized and directed to take any and all actions and to execute all documents necessary to carry out the intent of this Resolution and Council of the City of Goodyear, and the Foreign Trade Zone Agreement (Payment in Lieu of Tax Fee (PILOT FEE)) for Sub-Zero Group, Inc

SECTION 4. Resolution 2025-2943 shall be effective upon the date of its passage and adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 17th day of November, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT 1

AMENDED AND RESTATED FOREIGN TRADE ZONE AGREEMENT
(PAYMENT IN LIEU OF TAX FEE (PILOT FEE))
FOR SUB-ZERO GROUP, INC.

AMENDED AND RESTATED
FOREIGN TRADE ZONE AGREEMENT
(PAYMENT IN LIEU OF TAX FEE (PILOT FEE))
FOR SUB-ZERO GROUP, INC.

This Foreign Trade Zone Agreement (Payment in Lieu of Tax Fee (PILOT Fee)) (the "Agreement") is made by and between Sub-Zero Group, Inc., a Wisconsin corporation ("Operator"), and the City of Goodyear, an Arizona municipal corporation ("City"). Operator and the City are sometimes referred to collectively as the Parties and individually as a Party.

R E C I T A L S

A. Operator leases or will lease certain real property located within the boundaries of the City of Goodyear, as more particularly described in Exhibit A attached hereto (the "Property").

B. The Property consists of two locations, one located at the southwest corner of W. Camelback Road and N. Cotton Lane (17255 W. Camelback Road, Goodyear, AZ 85395) ("Sub-Zero's Camelback Location") and the other at the southeast corner of N. Cotton Lane and W. Montecito Avenue (4295 N. Cotton Lane, Goodyear, AZ 85395) ("Sub-Zero's Cotton Lane Location"). (Sub-Zero's Camelback Location and Sub-Zero's Cotton Lane Location are sometimes referred to individually as a "Subzone Location".)

C. Operator is or will operate manufacturing facilities on the Property.

D. Both locations are zoned I-1 (Light Industrial), and manufacturing facilities are permitted use in the I-1 (Light Industrial) zoning district.

E. Operator seeks to have the Property included within the boundaries of the FTZ No. 277 Western Maricopa County (the "GMFTZ") as a User Driven Subzone and activated under applicable federal and Arizona state laws.

F. The City's support for the inclusion of Property within the GMFTZ is a requirement of Greater Maricopa Foreign Trade Zone, Inc., the Grantee of the GMFTZ ("Grantee").

G. The City is willing to support Operator's application for the creation of User Driven Sub-Zone within GMFTZ as a "User Driven Site," as that term is defined in the Foreign Trade Zone Policy of the City of

Goodyear dated August 28, 2023 adopted by Resolution 2023-2339 ("2023 Goodyear FTZ Policy) to include Sub-Zero's Cotton Lane Location and Sub-Zero's Camelback Location.

H. The City will support the reclassification of the Property to the classification applicable to property within an activated Foreign Trade Zone site or subzone ("FTZ Property Tax Classification") for any operator qualified to be an "activating operator" under the Federal guidelines of 19 CFR Part 146, administered by U.S. Customs and Border Protection (CBP) ("Qualified Activated FTZ Operator") subject to the Operator's compliance with Arizona's statutory requirements for property located within a foreign trade zone and subject to the terms set forth in this Agreement

I. The FTZ Property Tax Classification applies only while the Operator is conducting operations within the Property, while the Property is included within the boundaries of the GMFTZ as a User Driven Site as described in the 2023 Goodyear FTZ Policy, while the Property is Activated as described in the 2023 Goodyear FTZ Policy, and while Operator's operations meet the requirements for an activated FTZ activated operator (a "Qualified Activated FTZ Operator"). In all other cases, the statutory property tax classification otherwise applicable applies to the Property (or portion thereof) operated by anyone other than Operator.

J. This Agreement supersedes and replaces the Foreign Trade Zone Agreement (Payment in Lieu of Tax Fee (PILOT Fee)) made by and between Sub-Zero Group, Inc., a Wisconsin corporation and the City of Goodyear, an Arizona municipal corporation executed by Sub-Zero Group, Inc. on August 9, 2024, the City of Goodyear on September 5, 2024 and attested to by GMFTZ on September 5, 2024.

THEREFORE, the parties agree to the following terms and conditions:

1. INCORPORATION OF RECITALS. The foregoing Recitals are incorporated herein as though fully set forth.

2. EFFECTIVE DATE. This Agreement shall become effective upon the later of the following: (a) the date the Agreement is executed by the City, (b) the date the Agreement is executed by the Operator, or (c) the date the Agreement is attested to by GMFTZ. This Agreement shall remain in effect until all Subzone Locations have been removed from the subzone and from the boundaries of the GMFTZ.

3. TERMINATION OF FTZ STATUS. The City shall be entitled to require the Grantee to remove a Subzone Location from the subzone and from the boundaries of the GMFTZ if (i) Operator ceases its operations within the Subzone Location; (ii) Operator is no longer a Qualified Activated FTZ Operator with respect to the Subzone Location; (iii) Operator's operations within the Subzone Location no longer meets the requirements for a Qualified Activated FTZ Operator; (iv) Operator's lease on the Property expires or is terminated, and Operator has not purchased the Property or entered into a new lease, or (v) the City terminates this Agreement because Operator fails to comply with the requirements in this Agreement. Operator consents to the removal of a Subzone Location from the subzone and the boundaries of the GMFTZ if any of the foregoing conditions exist and shall execute all documents required by the City and/or Grantee to effectuate, such removal, and Grantee shall effectuate the removal as set forth herein.

4. RELEASE. Operator shall and hereby does release and forever discharge and hold the City and Grantee harmless from any and all Customs, Grantee and/or FTZ Board-related fees, penalties, liquidated damages, 592 penalty actions, fines, bond losses, or other Federal actions that may be imposed by a third party on Operator, the City, or the Grantee because of regulatory infractions that may result from or arise out of the deactivation of the Property due to Owner's default or a required termination under this Agreement. Notwithstanding the termination of this Agreement, and regardless of when such property taxes are billed, Operator shall remain responsible for the payment of the PILOT fee for each tax year (or portion thereof) Operator leased the Property during which the classification applicable to property located within an approved and activated Foreign Tax Zone was applied to the Property.

5. CITY OBLIGATIONS. Subject to Operator's compliance with the terms and conditions set forth in Resolution 2024-2421, the 2023 Goodyear FTZ Policy and this Agreement, the City agrees as follows:

a. SUPPORT FOR USER DRIVEN SITE. City agrees to cooperate with Operator in having the Property included in the GMFTZ as a "User Driven Site" as that term is defined in the 2023 Goodyear FTZ Policy and in having the Property "activated" provided Operator complies with the 2023 Goodyear FTZ Policy.

b. SUPPORT FOR RECLASSIFICATION. City agrees to support the reclassification of the property taxes applicable to the Property to the FTZ Property Tax Classification, for a Qualified Activated FTZ

Operator subject to Operator's compliance with Arizona's statutory requirements for FTZ Property Tax Classification.

6. PILOT FEE. Subject to the terms and conditions herein and except as otherwise provided in section 7 below, Operator agrees to pay the City an annual PILOT Fee if the Property has been reclassified pursuant to A.R.S. § 42-12006 (2), as Class 6 property applicable to real and personal property located within a foreign trade zone or subzone that has been Activated for foreign trade zone use by the Bureau of Customs and Border Protection ("CBP") and the Property is taxed as real and personal property located within a foreign trade zone or subzone. The PILOT Fee shall be calculated as set forth in Section 9 below.

7. PILOT FEE EXEMPTION. No annual PILOT Fee shall be owed if Operator qualifies as a Qualified High Wage Manufacturer Employer, as that term is defined in the 2023 Goodyear FTZ Policy. To qualify for this exemption, Operator shall satisfy all of the following requirements:

a. The Property is located within property zoned I-1 (Light Industrial), or is located within a zoning district other than I-1 but the actual use of the Property (the operation of a manufacturing facility) is a permitted use under the Property's zoning; and

b. Operator provides documentation demonstrating a capital expenditure of at least $25,000,000 in development and equipping the manufacturing facilities in each of its locations, which condition the City acknowledges has been satisfied; and

c. Operator continuously employed a minimum of 100 Full-Time Employees at each location within the subzone or a minimum of 200 Full-Time Employees between both locations during the year the property taxes were assessed. For purposes of this Agreement, the term "Full Time Employee" means permanent employee whose normal work week would result in the employee working a minimum of 1,750 hours per year; and

d. At least 51% of the Full-Time Employees were paid at least 125% of the median annual wage computed annually by the Arizona Department of Commerce during the year the property taxes were assessed; and

e. All Full Time Employees were offered health insurance for which Operator paid at least 65% of the premium or membership costs of such insurance during the year the property taxes were assessed.

8. OPERATOR SUBMITTAL REQUIREMENTS. By January 31st of each year, Operator shall submit the following to the City:

a. Annual property tax statement for the Property issued by the Maricopa County Treasurer's Office for the prior year, which statements are generally mailed in September of the prior year; and

b. If Operator is claiming it is exempt from paying an annual PILOT Fee because it is a Qualified High Wage Manufacturer Employer as that term is defined in the 2023 Goodyear FTZ Policy, Operator shall provide documentation reasonably satisfactory to the City that demonstrates that during the calendar year for which the property taxes are assessed, Operator has satisfied all of the requirements for the exemption to apply, as set forth above in Section 7 and all subsections thereof; and

c. All separate agreements Operator has with local taxing jurisdictions regarding payments of fees.

9. ANNUAL PILOT FEE. If Operator fails to demonstrate it is exempt from paying a PILOT Fee pursuant to the terms set forth above in Section 7 and all subsections thereof in a given tax year, Operator shall pay the City a PILOT Fee for each of its locations that has not continuously employed 100 Full-Time Employees that meet the requirements of Section 7 above during the year the property taxes were assessed unless Operator has continuously employed a minimum of 200 Full-Time Employees that meet the requirements of Section 7 above between both locations during the year the property taxes were assessed.

a. CALCULATION OF PILOT FEE. The City shall calculate the PILOT Fee that is owed for the calendar year for which the property taxes are assessed as follows:

i. First, the difference between the real and personal property taxes that would have been owed had property not be classified as property within the boundaries of the GMFTZ and the amount billed for the real and personal property taxes. If Operator has a separate agreement with any of the taxing jurisdictions and Operator provides the City a copy of such agreement, the foregoing calculation shall be modified to exclude the taxes for such taxing jurisdiction. This amount is the annual PILOT Fee that will be owed if Operator fails to satisfy all of the requirements for the PILOT Fee exemption to apply as set forth above in Section 7 and all subsections therein during the entire calendar year for which the taxes were assessed.

ii. Second, if Operator satisfied all of the requirements for the PILOT Fee exemption to apply as set forth above in Section 7 and all subsections thereof during a portion of the calendar year for which the real and personal property taxes are assessed, the amount calculated above shall be adjusted so that the PILOT Fee applies only during the period of non-compliance. For example, if Operator satisfied the requirements for the PILOT Fee exemption for 4 months, the amount calculated above would be adjusted to reflect an 8-month period of non-compliance (i.e. the amount of the PILOT Fee owed would be calculated by multiplying the amount calculated above by 8/12 or 2/3). Non-compliance exists for any month in which the requirements for the PILOT Fee exemption were not satisfied for the entire month.

b. BILLING AND PAYMENT. The City shall bill Operator for any PILOT Fee owed, and Operator shall pay the PILOT Fee within thirty (30) days of the date the PILOT Fee is invoiced. The billings for any PILOT Fee owed shall be mailed by first class mail to the addresses for Operator set forth in Section 19 below.

c. DISTRIBUTION. Within 60 days of receipt of payment of the PILOT Fee, the City shall distribute the appropriate portion of the PILOT Fee collected to the taxing jurisdictions, as applicable.

10. DEFAULT EVENTS OF NON-PERFORMANCE BY OPERATOR. An "Event of Non-Performance" or "Non-Performance" by Operator under this Agreement shall mean one or more of the following: Operator fails to comply with the 2023 Goodyear FTZ Policy or to pay any PILOT Fee owed under the terms of this Agreement. Upon the occurrence of an Event of Non-Performance by Operator, Operator shall, upon written notice from the City, cure or remedy such Non-Performance within thirty (30) days of the date of the City's written notice. Whenever any Event of Non-Performance occurs and is not timely cured by Operator, the City may take any of one or more of the following actions:

a. the City may require Grantee to remove the Property from the boundaries of the GMFTZ; and/or

b. the City may require Grantee to deactivate the Property as an Activated foreign trade zone site; and/or

c. Seek, through court action, the recovery of any accrued but unpaid PILOT Fee; provided, however, that in no event shall Operator be liable for consequential, special, exemplary, punitive, treble, or other multiple damages as a result of an Event of Non-Performance described in this Section 10.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations, and understanding of the Parties, oral or written, are hereby superseded and merged herein. The Parties expressly acknowledge that there are no other agreements or understandings in regard to this transaction other than as set forth herein.

12. AMENDMENT OF THE AGREEMENT. This Agreement may be amended or canceled, in whole or in part, only by a written agreement or amendment fully executed by the Parties.

13. GOVERNING LAW. This Agreement shall be construed according to the laws of the State of Arizona applicable to contracts made and to be performed in Arizona. Exclusive jurisdiction and venue for any dispute hereunder shall be in Maricopa County, Arizona.

14. REPRESENTATION OF COUNSEL. The City and Operator acknowledge that they were each represented by legal counsel in connection with the drafting of this Agreement, that each of them and their respective counsel reviewed and revised this Agreement, that each of them and their respective counsel have independently reached their own conclusions as to the enforceability of this Agreement, that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement, and that the language in all parts of this Agreement shall in all cases be construed as a whole and in accordance with its fair meaning.

15. WAIVER. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same, or of any other provision of this Agreement.

16. NO THIRD-PARTY BENEFICIARIES. This Agreement is made and entered into for the sole protection and benefit of the Parties and their respective successors and assigns. No person other than the Parties and their respective successors and assigns has any right of action based upon any provision of this Agreement.

17. ATTORNEYS' FEES AND COSTS. If either Party brings a legal action, either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reimbursement of its reasonable attorneys' fees and court costs.

18. AUTHORITY. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Operator represents and warrants that it is duly formed and validly existing under the laws of the State of Wisconsin and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Operator and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the Party on whose behalf each individual is signing.

19. NOTICES. All notices and communications provided for herein, or given in connection with this Agreement, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

The City:	City of Goodyear Attn: City Manager 1900 N. Civic Square Goodyear, Arizona 85395 And City of Goodyear Attn: City Attorney 1900 N. Civic Square Goodyear, Arizona 85395
Operator	Sub-Zero Group, Inc. Attn: Senior Vice President - Operations P.O. Box 44130 Madison, Wisconsin 53744 And Sub-Zero Group, Inc. Attn: Plant Manager 4295 North Cotton Lane Goodyear, Arizona 85395 And Sub-Zero Group, Inc. Attn: General Counsel P.O. Box 44130 Madison, Wisconsin 53744

Notice of address may be changed by either Party by giving notice to the other Party in writing of a change of address. Such change will be deemed to be effective five days after date the written notice of change of address is personally delivered to the other Party or as of the seventh business day after mailing the written notice of change of address to the other Party by certified United States Postal Service mail, return receipt requested, postage prepaid.

20. 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, Operator shall deliver an original to the City to be maintained by the City Clerk for the City of Goodyear.

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.

CITY OF GOODYEAR, an Arizona municipal corporation

By:_____

Name: Wynette Reed

Title: City Manager

_____

Date

APPROVED AS TO FORM:

_____

City Attorney for City of Goodyear

OPERATOR:
SUB-ZERO GROUP, INC., a Wisconsin Corporation

By:_____

Name:_____

Title:_____

_____

Date

ATTEST:

_____

City Clerk for City of Goodyear

ATTEST:
GRANTEE OF FTZ NO. 277 WESTERN MARICOPA
GREATER MARICOPA FOREIGN TRADE ZONE, INC.

By:_____

Name:_____

Title:_____

_____
Date

EXHIBIT A
(Legal Description – the Property)

SUB-ZERO CAMELBACK LOCATION:

Lot 1, of Camelback 303, According to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, Recorded in Book 1732 of Maps, Page 40 (Instrument 20230195707).

SUB-ZERO COTTON LANE LOCATION:

Lot 4A, of Palm Valley Phase VI Perimeter West, According to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, Recorded in Book 1272 of Maps, Page 17 (Instrument 20160323917).

EXHIBIT 2

LEGAL DESCRIPTION OF SUB-ZERO'S SUBZONE LOCATIONS

SUB-ZERO CAMELBACK LOCATION:

Lot 1, of Camelback 303, According to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, Recorded in Book 1732 of Maps, Page 40 (Instrument 20230195707).

SUB-ZERO COTTON LANE LOCATION:

Lot 4A, of Palm Valley Phase VI Perimeter West, According to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, Recorded in Book 1272 of Maps, Page 17 (Instrument 20160323917).

ITEM #: 7.
DATE: 11/17/2025
AI #:2915

CITY COUNCIL ACTION REPORT

SUBJECT: USE PERMIT FOR A CONVENIENCE USE (CONVENIENCE STORE WITH A GAS STATION) WEST OF THE NORTHWEST CORNER OF WEST ROOSEVELT STREET AND NORTH ESTRELLA PARKWAY

STAFF PRESENTER(S): Kyle Abbott, Senior Planner

OTHER PRESENTER(S):
Ryan Alvarez, Kimley-Horn

SUMMARY

The request is for a Use Permit for a Convenience Use (convenience store with a gas station) on an approximately 1.48-acre property zoned C-2 General Commercial located west of the northwest corner of W. Roosevelt Street and N. Estrella Parkway.

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

Approve the Use Permit for a Convenience Use (convenience store with a gas station) on an approximately 1.48-acre property zoned C-2 General Commercial located west of the northwest corner of W. Roosevelt Street and N. Estrella Parkway. (Kyle Abbott, Senior Planner)

STIPULATIONS

The approval of the Use Permit is subject to the Conditions of Approval (Attachment A) one of which restricts semi-trailer truck fueling and truck stop facilities from being constructed or operated on the property.

The complete list of stipulations is contained within the Conditions of Approval, included as 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 11/05/2025, the Planning and Zoning Commission held a public hearing for this item. After the staff presentation, the Commission asked questions to staff and the applicant; the applicant provided additional details about the desire for the Use Permit at this location. Following the questions, one (1) resident provided a comment card in support of the project but did not wish to speak. At the conclusion of the public hearing, the Planning and Zoning Commission voted 6-0 to recommend approval, subject to the Conditions of Approval which are included as Attachment A.

A Public Hearing notice for the City Council Meeting was published in the Arizona Business Gazette – Republic Edition on 10/17/2025, at least 15 days prior to the meeting; postcards were mailed to 70 adjoining owners, located within five hundred (500) feet of the Property, on 10/17/2025 and signs were posted/updated on the site on 10/17/2025.

Additional details regarding the previous actions are provided in the Planning and Zoning Commission Staff Report, included in Attachment G.

STAFF ANALYSIS

Staff reviewed the applicant's information related to the Use Permit in order to evaluate the request. Information related to the Use Permit request, including an aerial photo, conceptual site plan, conceptual landscape plan, and conceptual building elevations are provided as Attachments B, C, D, and E, respectively. Additionally, to develop a recommendation on the request, staff conducted an evaluation of the relevant criteria summarized in Attachment F.

Staff recommends that the City Council approve the Use Permit, consistent with the Planning and Zoning Commission's recommendation.

Attachments

Attachment A - Conditions of Approval

Attachment B - Aerial Exhibit

Attachment C - Conceptual Site Plan

Attachment D - Conceptual Landscape Plan

Attachment E - Conceptual Building Elevations

Attachment F - Evaluation Criteria

Attachment G - Planning and Zoning Commission Staff Report

Staff Presentation

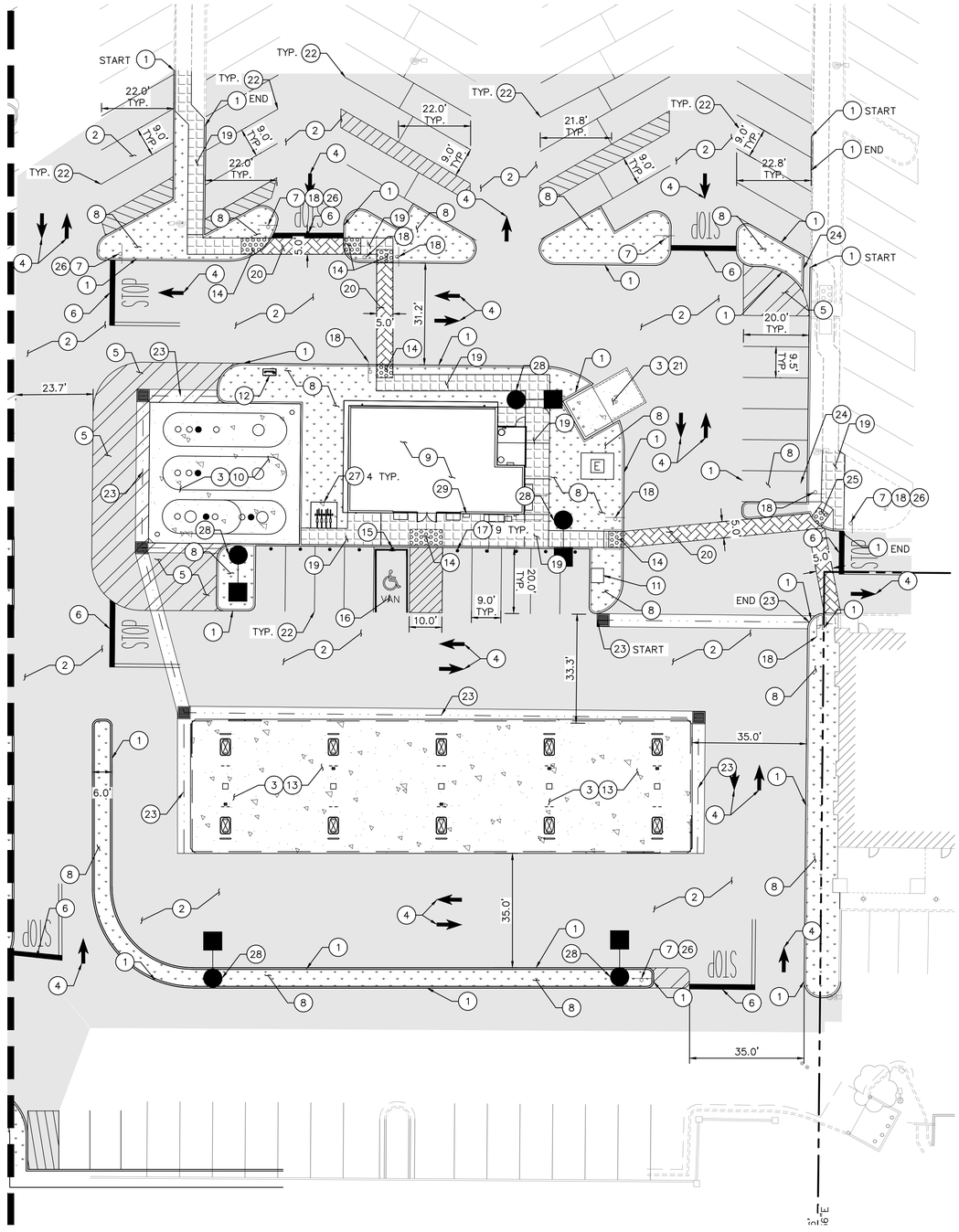
Attachment A - Conditions of Approval

The approval of the Use Permit is subject to the following conditions and stipulations:

1. All future development on the approximately 1.48 acres of land that is located west of the northwest corner of W. Roosevelt Street and N. Estrella Parkway and further shown in Attachment B, (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 substantial conformance with the conceptual site plan shown in Attachment C, conceptual landscape plan shown in Attachment D, and conceptual building and fuel canopy elevations shown in Attachment E which are 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-trailer truck fueling canopies or truck stop facilities, which shall include but is not limited to, on-site semi-trailer 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-trailer 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 B - Aerial Exhibit
Case No. P24-00121
Walmart Convenience Store With Gas Station Use Permit

Attachment C - Conceptual Site Plan



NOTE:
- SEPARATE PERMITS REQUIRED FOR FIRE SPRINKLER AND ALARM SYSTEM.
- FUEL CANOPY AND CONVENIENCE STORE WILL HAVE AN AUTOMATIC FIRE SPRINKLER PROTECTION.

LEGEND

- PROPERTY LINE
- EASEMENT LINE
- HEAVY DUTY ASPHALT PAVING
- LANDSCAPING
- CONCRETE SIDEWALK
- CONCRETE PAVEMENT

CONSTRUCTION NOTES

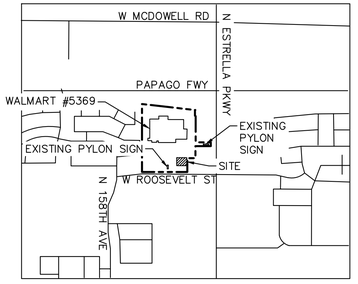
1. PROPOSED CONCRETE CURB.
2. PROPOSED HEAVY DUTY ASPHALT PAVEMENT.
3. PROPOSED CONCRETE PAVEMENT.
4. STRIPE DIRECTIONAL ARROW PAVEMENT MARKING.
5. STRIPE WHITE 4" STRIPE, 60 DEGREES, SPACED AT 36" O.C.
6. STRIPE STOP BAR PAVEMENT MARKING.
7. PROPOSED STOP SIGN ON POST.
8. PROPOSED LANDSCAPING.
9. PROPOSED 1556 SF CONVENIENCE STORE.
10. PROPOSED UNDERGROUND GAS TANKS. ONE 20,000 GAL UNL, ONE 20,000 GAL SPLIT (12,000 UNL/8,000 PRM), AND ONE 20,000 GAL DSL.
11. PROPOSED AIR STATION.
12. PROPOSED VAPOR RECOVERY LOCATION/PAD.
13. PROPOSED CANOPY.
14. PROPOSED TRUNCATED DOMES.
15. PROPOSED VAN ACCESSIBLE PARKING SIGN ON POST AND BOLLARD.
16. PROPOSED VAN ACCESSIBLE PARKING.
17. PROPOSED BOLLARDS.
18. PROPOSED PEDESTRIAN CROSSING SIGN.
19. PROPOSED CONCRETE SIDEWALK.
20. PROPOSED ACCESSIBLE PATH OF TRAVEL. WALKWAY IS TO BE STAMPED DECORATIVE CONCRETE.
21. PROPOSED TRASH ENCLOSURE.
22. PROPOSED REGULAR PARKING.
23. PROPOSED VALLEY GUTTER.
24. PROPOSED DECORATIVE PAVEMENT.
25. PROPOSED DIAGONAL CURB RAMP.
26. PROPOSED SUPPLEMENTARY "CROSS TRAFFIC DOES NOT STOP" PLACARD.
27. PROPOSED BICYCLE PARKING SPACES.
28. PROPOSED SITE LIGHTING.
29. PROPOSED MODEL 3200 SERIES KNOX BOX TO BE MOUNTED 60 INCHES ABOVE FINISHED GRADE.
30. PROPOSED RELOCATED MONUMENT SIGN.
31. PROPOSED "YIELD FOR PEDESTRIANS" SIGN ON POST.

WALMART FUEL STATION - STORE #5369
1100 N ESTRELLA PKWY, GOODYEAR AZ 85338
DESIGN CIVIL SITE PLAN

SITE ANALYSIS TABLE

FUEL STATION ADDRESS		1100 N ESTRELLA PKWY, GOODYEAR AZ 85338
CURRENT ZONING		C-2 GENERAL COMMERCIAL
EXISTING PARCEL AREA		25.07 ACRES
EXISTING WALMART BUILDING AREA		206,991 S.F.
PROPOSED FUEL AREA		1.48 ACRES
PROPOSED FUEL BUILDING AREA		1556 S.F.
TYPE OF BUILDING CONSTRUCTION		TYPE II-B
INTENDED OCCUPANCY		MERCANTILE
	PARKING COUNT	PARKING RATIO
EXISTING TOTAL PARKING	947 SPACES	4.66/1,000 S.F.
EXISTING STANDARD STALLS	925 SPACES	---
EXISTING ADA STALLS	21 SPACES	---
*EXISTING CART CORRAL STALLS	31 SPACES	---
PROPOSED TOTAL PARKING	819 SPACES	4.00/1,000 S.F.
PROPOSED STANDARD STALLS	797 SPACES	---
PROPOSED ADA STALLS	22 SPACES	---
*PROPOSED CART CORRAL STALLS	30 SPACES	---
CITY REQ. PARKING	682 SPACES	1.00 / 300 S.F.
WALMART REQ. PARKING	819 SPACES	4.00/1,000 S.F.

*CART CORRAL STALLS ARE NOT INCLUDED IN THE TOTAL PARKING COUNT.



VICINITY MAP
N.T.S

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

SCALE: 1" = 20'
WHEN PRINTED AT FULL SIZE 24"X36"

SHEET 1

Kimley»Horn

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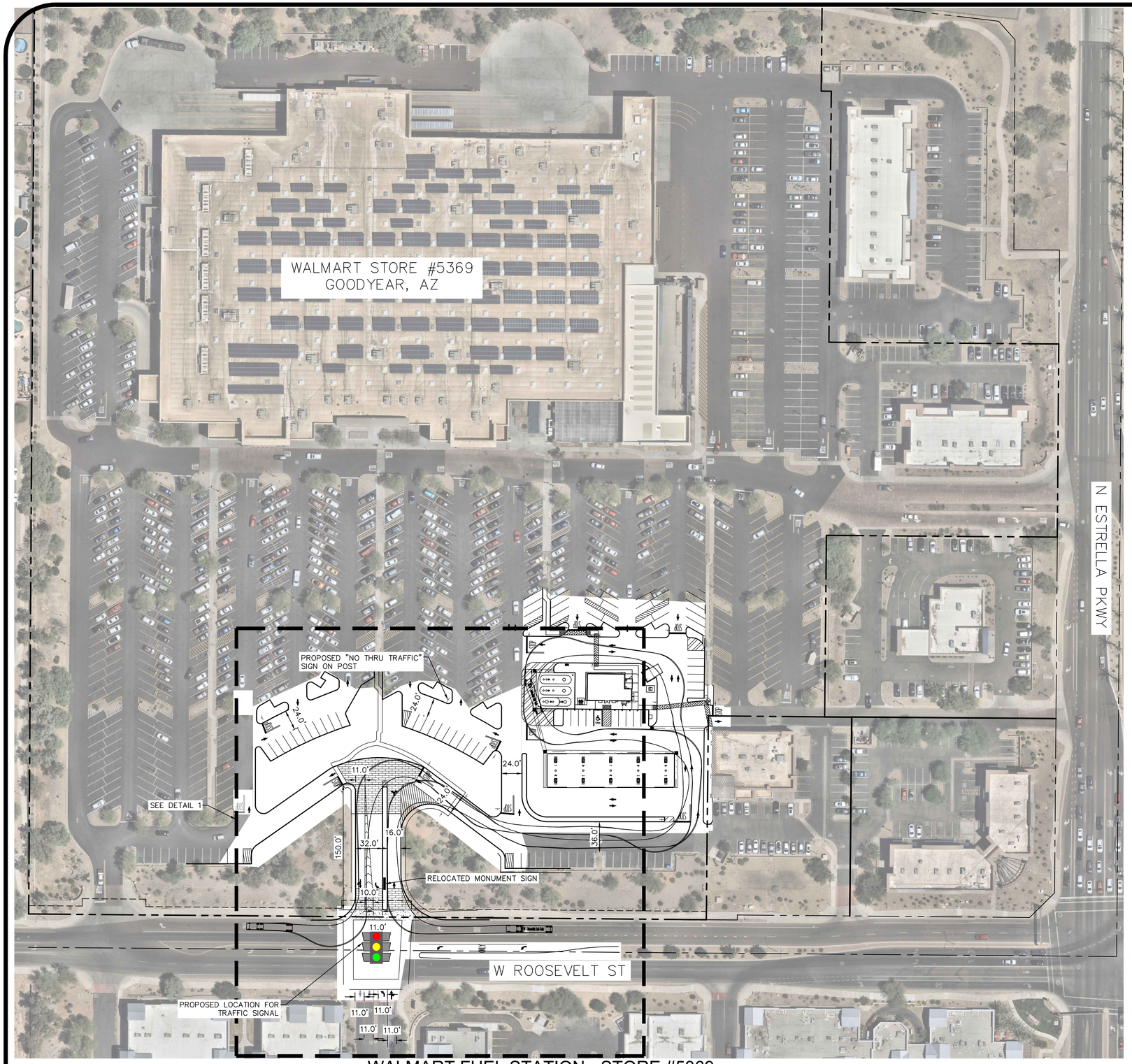
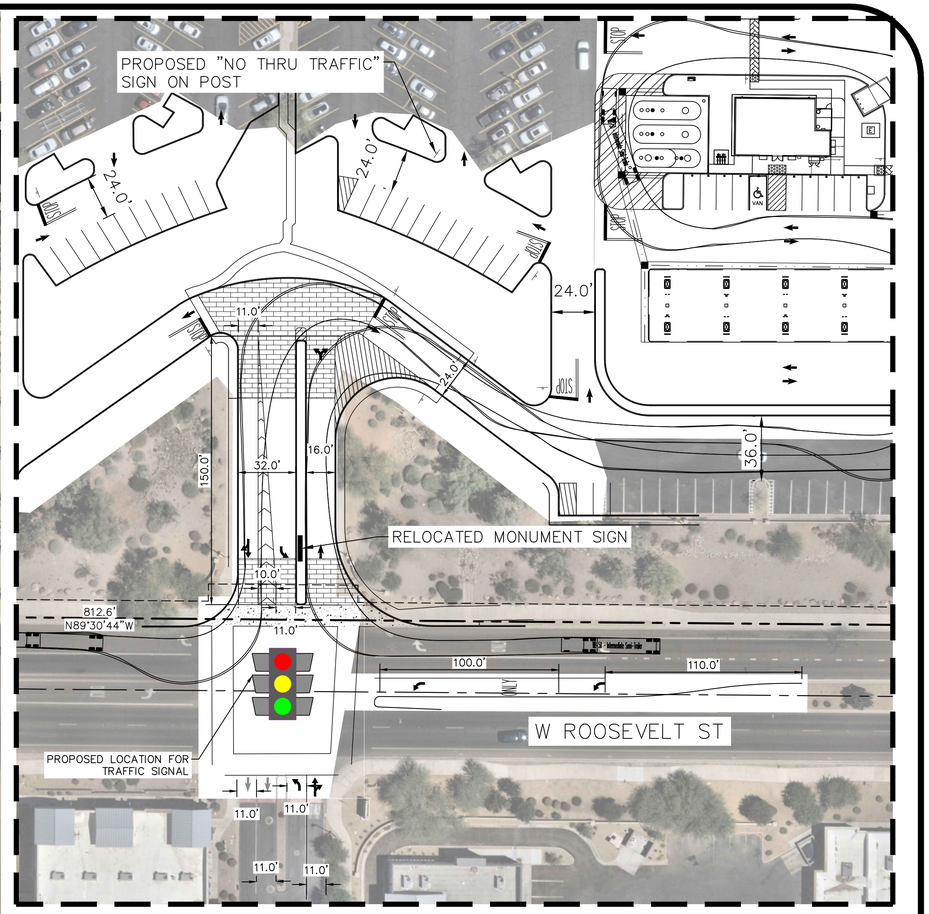
1100 W TOWN AND COUNTRY RD, SUITE 700, ORANGE, CA 92868
PHONE: 714-939-1030 FAX: 714-938-9488





DETAIL 1
SCALE: 1" = 40'

GRAPHIC SCALE IN FEET
0 20 40 80

LEGEND

PROPERTY LINE

EASEMENT LINE

SITE ANALYSIS TABLE (EXISTING STORE)

	EXISTING	PROPOSED
TOTAL BUILDING AREA[1]	203,091 S.F.	204,647 S.F.
REQUIRED PARKING (PER CITY OF GOODYEAR) REQUIRED PARKING RATIO (PER CITY OF GOODYEAR)	677 SPACES 3.33/1,000 S.F.	682 SPACES 3.33/1,000 S.F.
REQUIRED PARKING (PER ECR/CC&R) REQUIRED PARKING RATIO (PER ECR/CC&R)	N/A N/A	N/A N/A
CUSTOMER AND ASSOCIATE PARKING ACCESSIBLE PARKING (VAN)[2] EV PARKING PICKUP PARKING CART CORRALS (NOT INCLUDED IN PARKING COUNTS BELOW)	904 SPACES 21 (6) SPACES 0 SPACES 22 SPACES 15 CORRALS / 31 SPACES	775 SPACES 22 (7) SPACES 0 SPACES 22 SPACES 15 CORRALS / 30 SPACES
PROPOSED TOTAL PARKING EXCLUDING PICKUP STALLS PROPOSED PARKING RATIO EXCLUDING PICKUP STALLS	925 SPACES 4.55/1,000 S.F.	797 SPACES 3.89/1,000 S.F.
PROPOSED TOTAL PARKING INCLUDING PICKUP STALLS PROPOSED PARKING RATIO INCLUDING PICKUP STALLS	947 SPACES 4.66/1,000 S.F.	819 SPACES 4.00/1,000 S.F.

NORTH

GRAPHIC SCALE IN FEET
0 30 60 120

SCALE: 1" = 60'
WHEN PRINTED AT FULL SIZE 24"X36"
SHEET 1.1

WALMART FUEL STATION - STORE #5369
1100 N ESTRELLA PKWY, GOODYEAR AZ 85338
OVERALL SITE PLAN

Kimley»Horn

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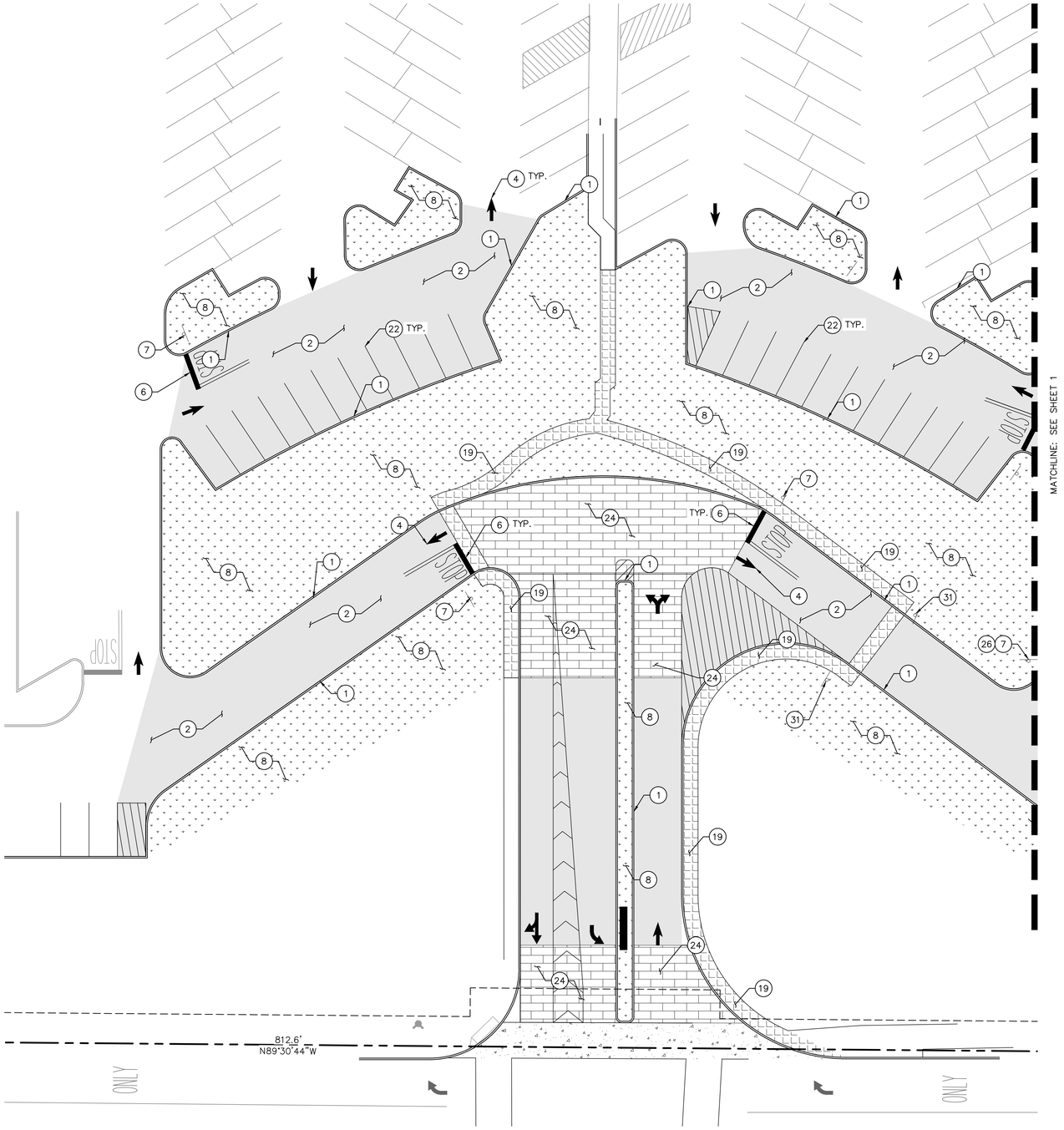

WALMART FUEL STATION - STORE #5369
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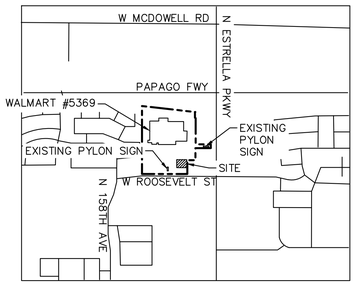

VICINTY MAP
N.T.S

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

SCALE: 1" = 20'
WHEN PRINTED AT FULL SIZE 24"X36"

SHEET 1.1

Kimley»Horn

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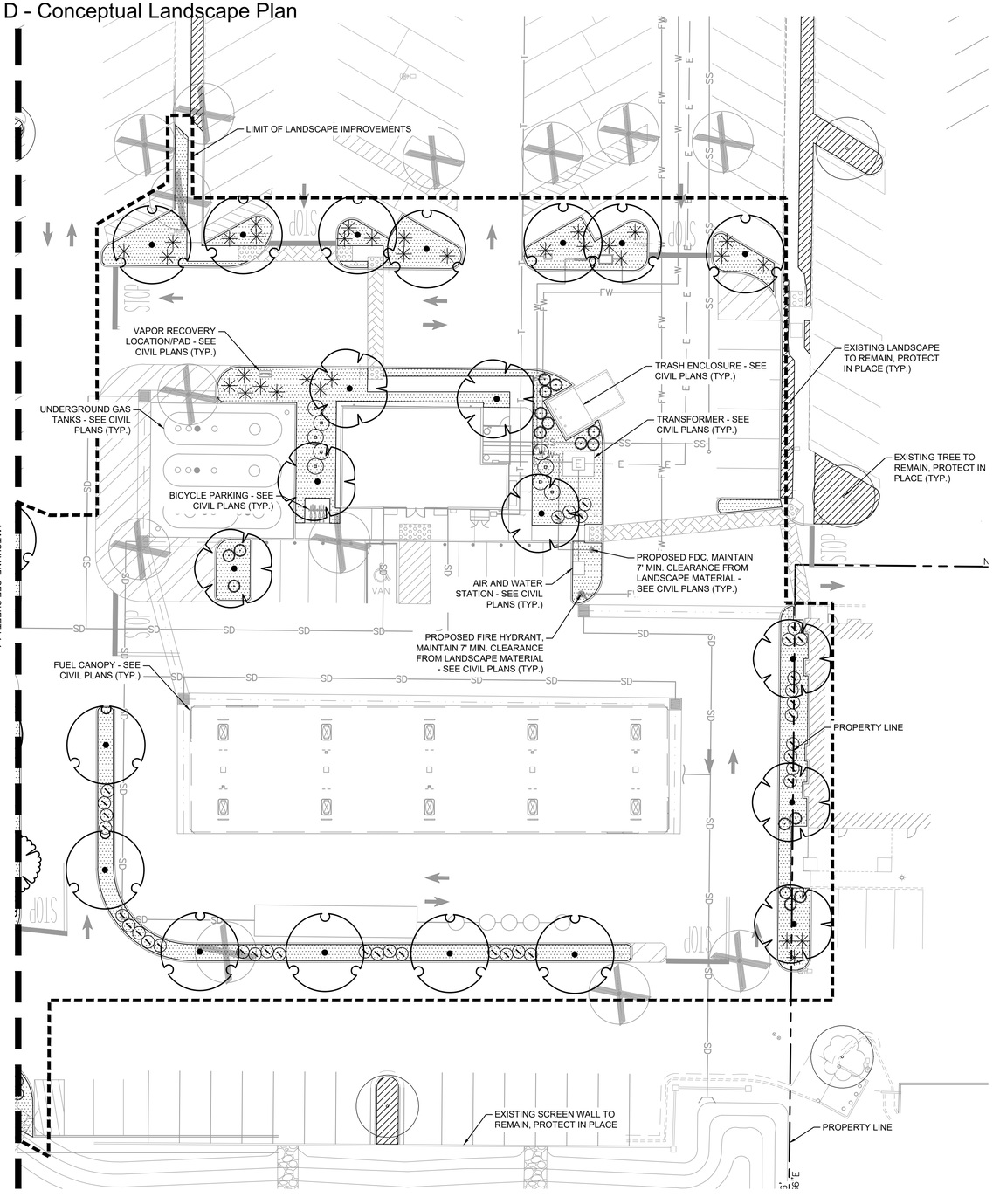
PHONE: 714-939-1030 FAX: 714-938-9488

Attachment D - Conceptual Landscape Plan



PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	HEIGHT/SPREAD	CAL.
TREES					
	12	ACACIA SALICINA / WILLOW ACACIA	24" BOX	7`-8` HT. X 2`-3` SPR.	1" CAL.
	36	CERCIDIUM X `DESERT MUSEUM` / DESERT MUSEUM PALO VERDE SINGLE LEADER	24" BOX	5`-8` HT. X 3`-4` SPR.	1" CAL.
	31	EXISTING TREE TO BE REMOVED	-	-	-
	5	EXISTING TREE TO REMAIN / PROTECT IN PLACE	-	-	-
	6	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	24" BOX	8`-10` HT. X 3`-4` SPR.	1" CAL.
	8	ULMUS PARVIFOLIA `SEMPERVIRENS` / EVERGREEN LACEBARK ELM SINGLE LEADER	24" BOX	7`-9` HT. X 3`-4` SPR.	1.5" CAL.

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING
SHRUBS				
	43	AGAVE WEBERI / WEBER AGAVE	5 GAL.	48" O.C.
	46	CALLIANDRA CALIFORNICA / RED BAJA FAIRY DUSTER	5 GAL.	60" O.C.
	131	CHRYSACTINIA MEXICANA / DAMIANITA	5 GAL.	24" O.C.
	10	DASYLIRION WHEELERI / GREY DESERT SPOON	5 GAL.	72" O.C.
	68	HESPERALOE PARVIFLORA / RED YUCCA	5 GAL.	60" O.C.
	37	JUSTICIA CALIFORNICA / CHUPAROSA	5 GAL.	48" O.C.
	39	LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD' / GREEN CLOUD TEXAS SAGE	5 GAL.	60" O.C.
	47	LEUCOPHYLLUM LANGMANIAE / LANGMAN'S SAGE	5 GAL.	48" O.C.
GROUNDCOVER				
	33	CONVOLVULUS CNEORUM / BUSH MORNING GLORY	5 GAL.	48" O.C.
	53	LANTANA X `NEW GOLD` / NEW GOLD LANTANA	5 GAL.	
	38	RUELLIA BRITTONIANA / MEXICAN PETUNIA	5 GAL.	48" O.C.

SYMBOL	QTY	BOTANICAL / COMMON NAME
GROUND COVERS		
	1,842 SF	EXISTING LANDSCAPE TO REMAIN
INERTS		
	31,444 SF	2" DEPTH DECOMPOSED GRANITE TO MATCH EXISTING

HARDSCAPE SCHEDULE

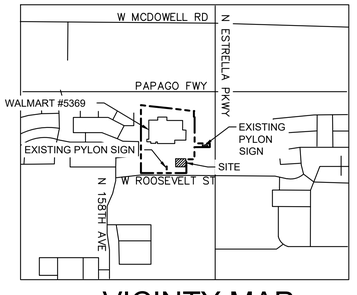
MATERIAL	QTY	DESCRIPTION
	260 LF	3' HT. CMU SCREEN WALL TO MATCH EXISTING

PRELIMINARY LANDSCAPE NOTES:

THE SELECTION OF PLANT MATERIAL IS BASED ON CLIMATIC, AESTHETIC, AND MAINTENANCE CONSIDERATIONS. ALL PLANTING AREAS SHALL BE PREPARED WITH APPROPRIATE SOIL AMENDMENTS, FERTILIZERS AND APPROPRIATE SUPPLEMENTS BASED UPON A SOILS REPORT FROM AN AGRICULTURAL SUITABILITY SOIL SAMPLE TAKEN FROM THE SITE. DECOMPOSED GRANITE SHALL FILL IN BETWEEN SHRUBS TO SHIELD THE SOIL FROM THE SUN, EVAPOTRANSPIRATION, AND RUN-OFF. ALL SHRUB BEDS SHALL BE MULCHED TO A 3" DEPTH TO HELP CONSERVE WATER, LOWER SOIL TEMPERATURE, AND REDUCE WEED GROWTH. THE SHRUBS SHALL BE ALLOWED TO GROW IN THEIR NATURAL FORMS. ALL LANDSCAPE IMPROVEMENTS SHALL FOLLOW THE GUIDELINES SET FORTH BY THE CITY OF GOODYEAR MUNICIPAL CODE.

PRELIMINARY IRRIGATION NOTES:

AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED TO PROVIDE 100% COVERAGE FOR ALL PLANTING AREAS SHOWN ON THE PLAN. THE WATER SUPPLY FOR THIS SITE IS A POTABLE WATER CONNECTION AND AN EXISTING IRRIGATION METER WILL BE UTILIZED FOR SITE EXPANSION. LOW VOLUME EQUIPMENT SHALL PROVIDE SUFFICIENT WATER FOR PLANT GROWTH WITH NO WATER LOSS DUE TO WATER CONTROLLERS, AND OTHER NECESSARY IRRIGATION EQUIPMENT. ALL POINT SOURCE SYSTEM SHALL BE ADEQUATELY FILTERED AND REGULATED PER THE MANUFACTURER'S RECOMMENDED DESIGN PARAMETERS. ALL IRRIGATION IMPROVEMENTS SHALL FOLLOW THE GUIDELINES SET FORTH BY THE CITY OF GOODYEAR MUNICIPAL CODE.



VICINTY MAP

N.T.S

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

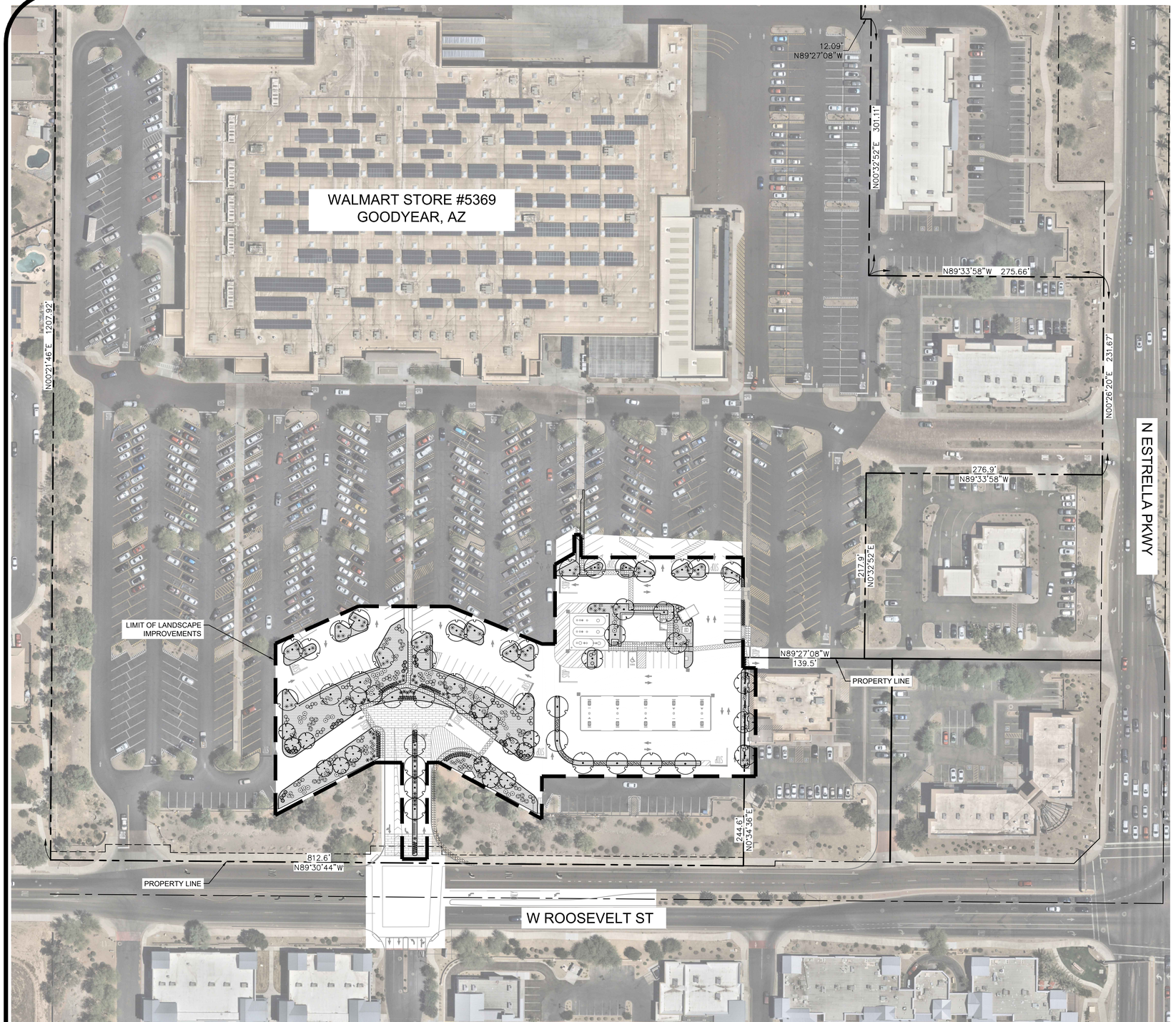
SCALE: 1" = 20'
WHEN PRINTED AT FULL SIZE 24"X36"

SHEET 7

WALMART FUEL STATION - STORE #5369
1100 N ESTRELLA PKWY, GOODYEAR AZ 85338
PRELIMINARY LANDSCAPE PLAN

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.
1100 W TOWN AND COUNTRY RD, SUITE 700, ORANGE, CA 92868
PHONE: 714-939-1030 FAX: 714-938-9488



PLANT SCHEDULE

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT	HEIGHT/SPREAD	CAL.
TREES					
	12	ACACIA SALICINA / WILLOW ACACIA	24" BOX	7`-8` HT. X 2`-3` SPR.	1" CAL.
	36	CERCIDIUM X `DESERT MUSEUM` / DESERT MUSEUM PALO VERDE SINGLE LEADER	24" BOX	5`-8` HT. X 3`-4` SPR.	1" CAL.
	5	EXISTING TREE TO REMAIN / PROTECT IN PLACE	-	-	-
	6	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	24" BOX	8`-10` HT. X 3`-4` SPR.	1" CAL.
	8	ULMUS PARVIFOLIA `SEMPERVIRENS` / EVERGREEN LACEBARK ELM SINGLE LEADER	24" BOX	7`-9` HT. X 3`-4` SPR.	1.5" CAL.

SYMBOL	QTY	BOTANICAL / COMMON NAME	CONT.	SPACING
SHRUBS				
	43	AGAVE WEBERI / WEBER AGAVE	5 GAL.	48" O.C.
	46	CALLIANDRA CALIFORNICA / RED BAJA FAIRY DUSTER	5 GAL.	60" O.C.
	131	CHRYSACTINIA MEXICANA / DAMIANITA	5 GAL.	24" O.C.
	10	DASYLIRION WHEELERI / GREY DESERT SPOON	5 GAL.	72" O.C.
	68	HESPERALOE PARVIFLORA / RED YUCCA	5 GAL.	60" O.C.
	37	JUSTICIA CALIFORNICA / CHUPAROSA	5 GAL.	48" O.C.
	39	LEUCOPHYLLUM FRUTESCENS 'GREEN CLOUD' / GREEN CLOUD TEXAS SAGE	5 GAL.	60" O.C.
	47	LEUCOPHYLLUM LANGMANIAE / LANGMAN'S SAGE	5 GAL.	48" O.C.
GROUNDCOVER				
	33	CONVOLVULUS CNEORUM / BUSH MORNING GLORY	5 GAL.	48" O.C.
	53	LANTANA X `NEW GOLD` / NEW GOLD LANTANA	5 GAL.	
	38	RUELLIA BRITTONIANA / MEXICAN PETUNIA	5 GAL.	48" O.C.

SYMBOL	QTY	BOTANICAL / COMMON NAME
GROUND COVERS		
	1,842 SF	EXISTING LANDSCAPE TO REMAIN
INERTS		
	31,444 SF	2" DEPTH DECOMPOSED GRANITE TO MATCH EXISTING

HARDSCAPE SCHEDULE

MATERIAL	QTY	DESCRIPTION
	260 LF	3' HT. CMU SCREEN WALL TO MATCH EXISTING

WALMART FUEL STATION - STORE #5369
1100 N ESTRELLA PKWY, GOODYEAR AZ 85338
OVERALL LANDSCAPE PLAN

NORTH

GRAPHIC SCALE IN FEET
0 30 60 120

SCALE: 1" = 60'
WHEN PRINTED AT FULL SIZE 24"X36"

SHEET 9

Kimley»Horn

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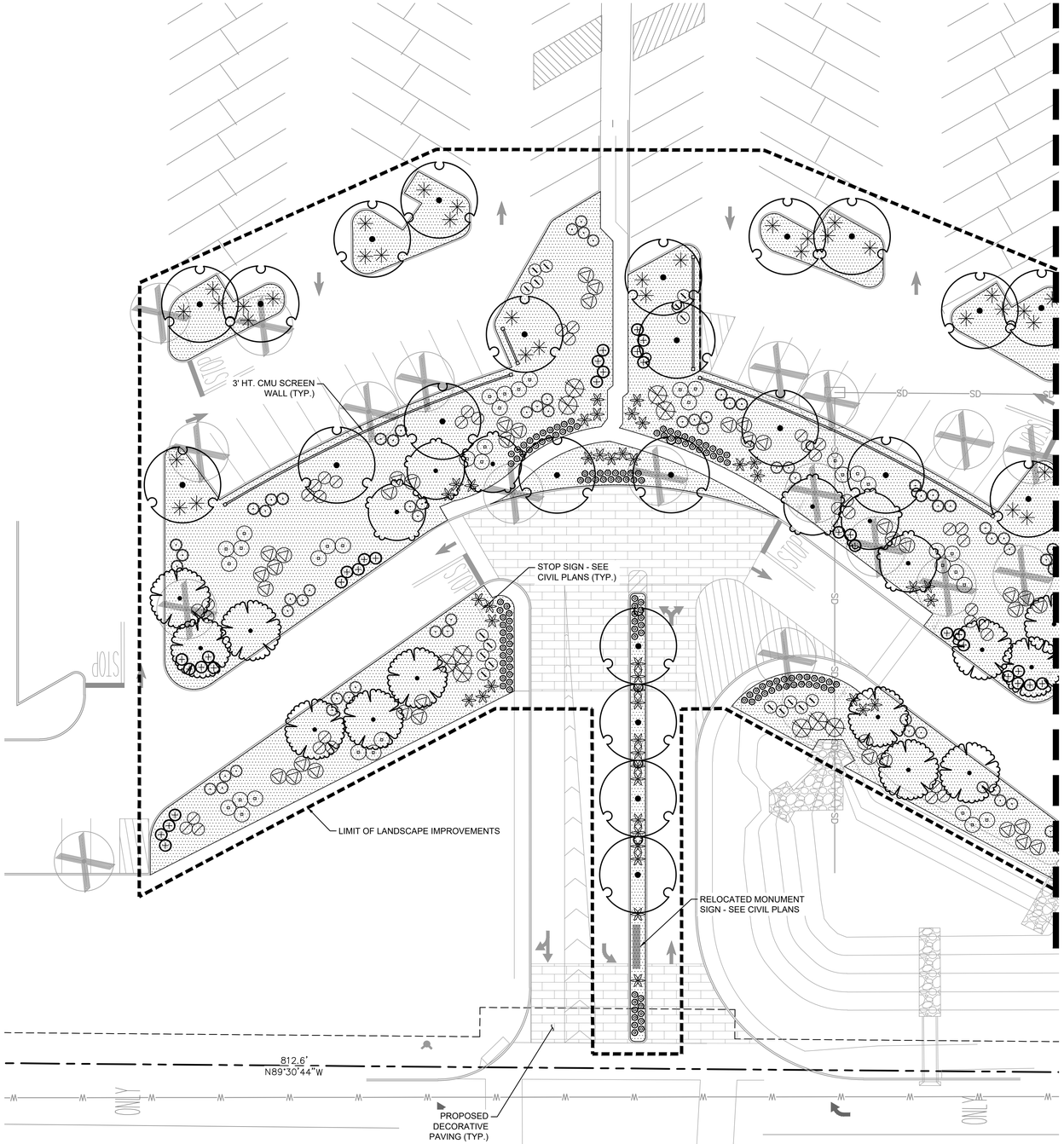

WALMART FUEL STATION - STORE #5369
1100 N ESTRELLA PKWY, GOODYEAR AZ 85338
PRELIMINARY LANDSCAPE PLAN

PLANT SCHEDULE

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TREES					
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	36	CERCIDIUM X `DESERT MUSEUM` / DESERT MUSEUM PALO VERDE SINGLE LEADER	24" BOX	5`-8` HT. X 3`-4` SPR.	1" CAL.
	31	EXISTING TREE TO BE REMOVED	-	-	-
	5	EXISTING TREE TO REMAIN / PROTECT IN PLACE	-	-	-
	6	QUERCUS VIRGINIANA / SOUTHERN LIVE OAK	24" BOX	8`-10` HT. X 3`-4` SPR.	1" CAL.
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HARDSCAPE SCHEDULE

MATERIAL	QTY	DESCRIPTION
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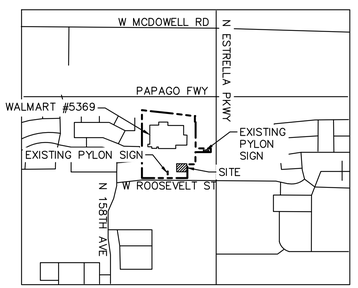

VICINTY MAP
N.T.S

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

SCALE: 1" = 20'
WHEN PRINTED AT FULL SIZE 24"X36"

SHEET 8

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PHONE: 714-939-1030 FAX: 714-938-9488

Attachment E - Conceptual Building Elevations

Proposed North Side Elevation

Proposed South Side Elevation

Proposed West Side Elevation

Proposed East Side Elevation

P83 - Dark Brown

P124 - Light Brown

P215 - Light Tan

Stone Wainscot - Light Brown

Proposed North Side Elevation

Proposed East Side Elevation

Proposed South Side Elevation

Proposed West Side Elevation

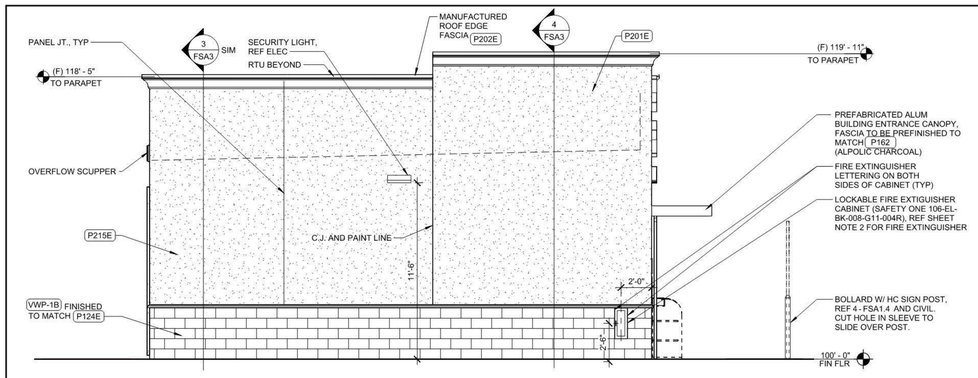
P83 - Dark Brown

P124 - Light Brown

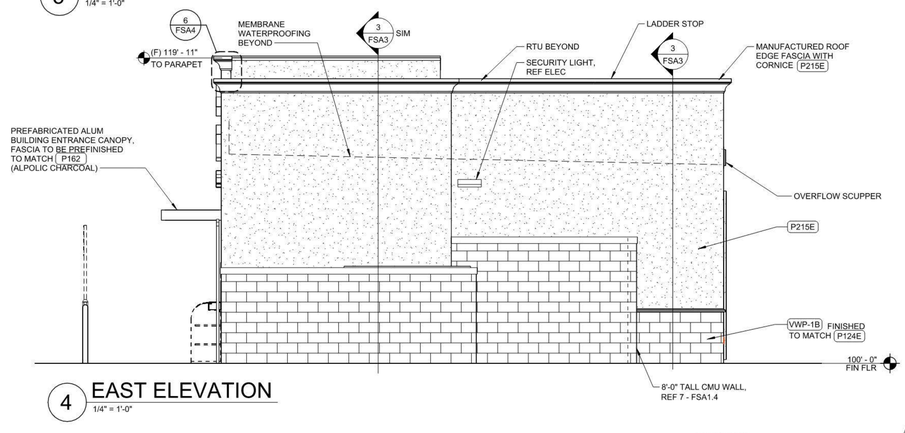
P215 - Light Tan

Stone Wainscot - Light Brown

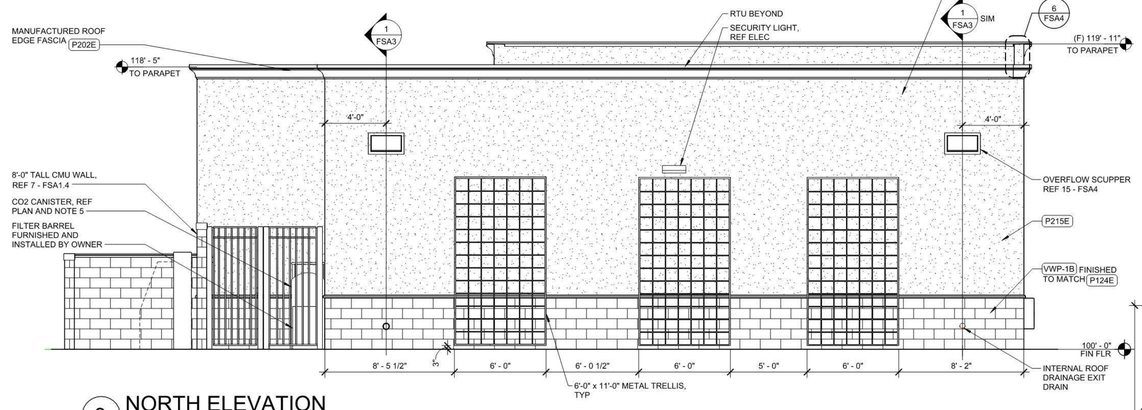
Walmart
Walmart
Walmart
Walmart
Walmart



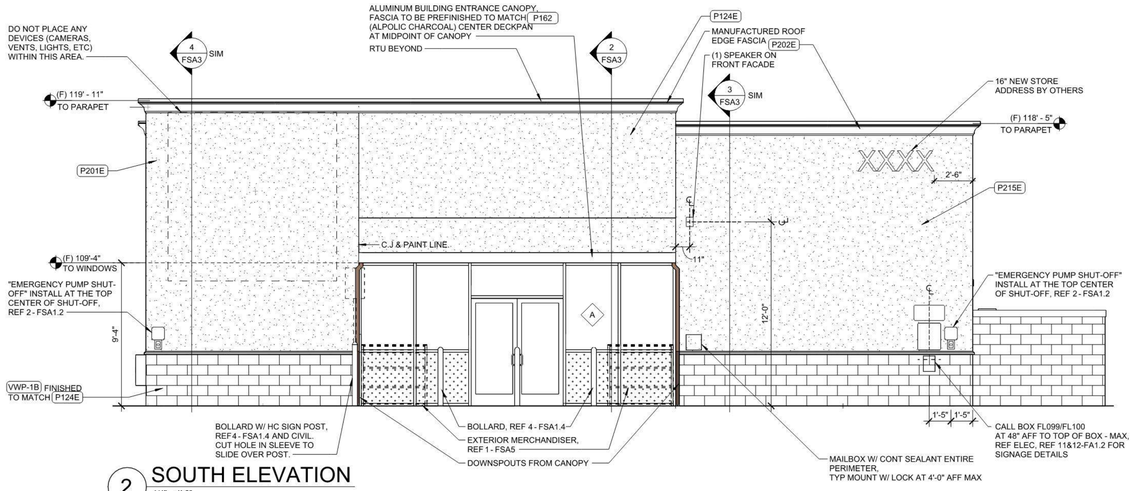
5 WEST ELEVATION
1/4" = 1'-0"



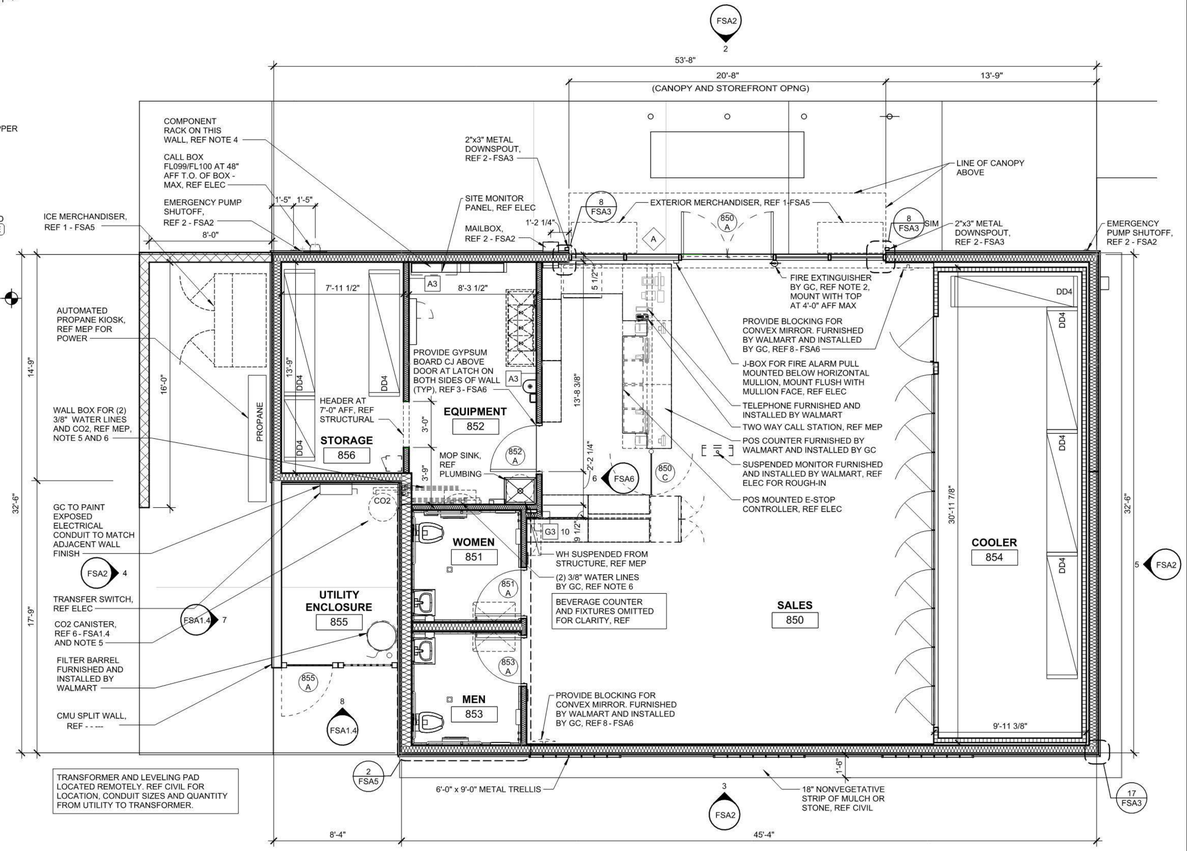
4 EAST ELEVATION
1/4" = 1'-0"



3 NORTH ELEVATION
1/4" = 1'-0"

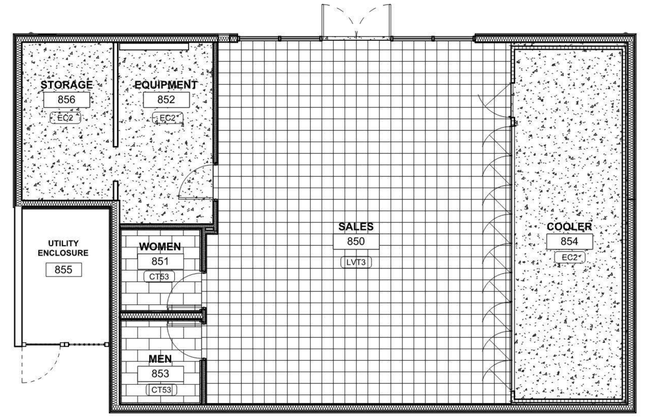


2 SOUTH ELEVATION
1/4" = 1'-0"



1 FLOOR PLAN
1/4" = 1'-0"

NORTH



6 FLOOR FINISH PLAN
3/16" = 1'-0"

FLOOR FINISH LEGEND	
REF SHEET FSA5 FOR ADDITIONAL FINISH INFORMATION	
CT53	PORCELAIN FLOOR TILE
EC2	EXPOSED CONCRETE
LVT3	CREAM TERRAZO LVT

SHEET NOTES
FSA2-GN
102816

1. REFER TO MEP FOR MORE INFORMATION. REF SHEET FST6 FOR EQUIPMENT ITEMS <FLXXX> NOT SCHEDULED HERE.
2. 4A:80B/C, 10 LB MINIMUM RATED FIRE EXTINGUISHERS SHALL BE PROVIDED BY G.C. IN ACCORDANCE W/ NFPA 10. FIRE EXTINGUISHER LOCATIONS AND SIZE SHALL BE APPROVED BY THE OFFICE OF THE FIRE MARSHAL PRIOR TO OCCUPANCY.
3. INTERIOR PLAN DIMENSIONS ARE TO FACE OF STUD UNO.
4. INSTALL COMPONENT RACK SUPPLIED WITH DATA DISCONNECT <FL091> AND UPS <FL088>, REF ELEC FOR LOCATION. DVR WILL BE INSTALLED IN RACK BY WALMART.
5. CO2 CANISTER BY VENDOR. GC TO PROVIDE STRAPS PER 6 - FSA1.4 AND 2" PVC THRU WALL AT 2'-4" TO WALL BOX AT BEVERAGE COUNTER FOR CANISTER INSTALL BY VENDOR (WITH SEALANT AFTER INSTALL).
6. PROVIDE (2) 3/8" ID BRAIDED FOOD GRADE VINYL TUBING RUNS FROM FILTERS IN EQUIPMENT ROOM TO WALL BOX AT BEVERAGE COUNTER (W/ 5' EXTRA BEYOND WALL BOX), REF MEP.
7. REFERENCE SHEET FSA6 FOR PARTITION TYPE INFORMATION.
8. ALL WOOD BLOCKING BELOW ROOF DECK BY GC UNO.
9. G.C. TO COORDINATE WITH STORE MANAGER ON PREFERRED TYPE OF PADLOCK TO BE USED ON REQUIRED FUEL ITEMS

wd Innovation at scale
7007 DISCOVERY BLVD
DUBLIN, OH 43017
614.634.7000 T
WDPARTNERS.COM

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CONSULTANTS

Walmart :
GOODYEAR, ARIZONA
STORE NO. 5369-1002
JOB NUMBER: WALF50033 PROTO FS10-1440R-WD

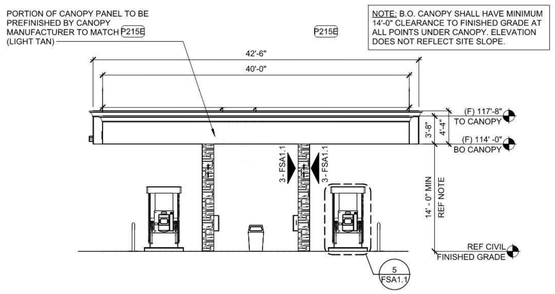
ISSUE BLOCK

CHECKED BY:	SME
DRAWN BY:	TH/SP/LM
FILE NAME:	1440-FSA2
PROTO CYCLE:	08/30/24
DOCUMENT DATE:	10/02/24

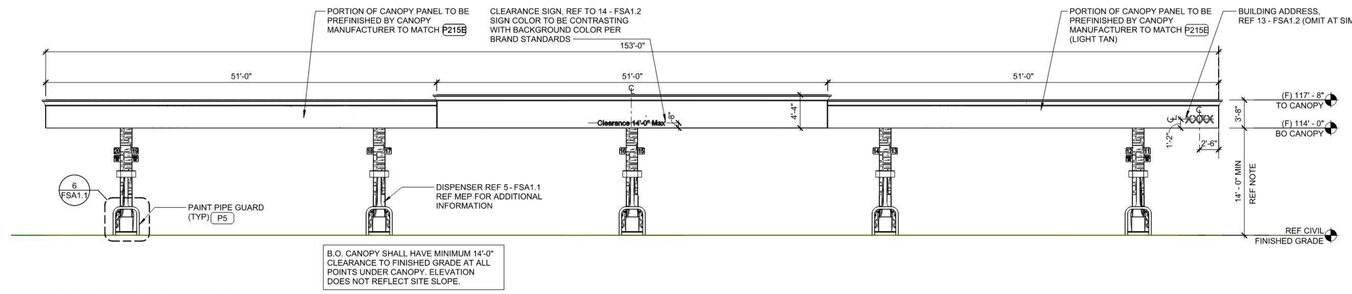
SERVICE BUILDING

SHEET:
FSA2

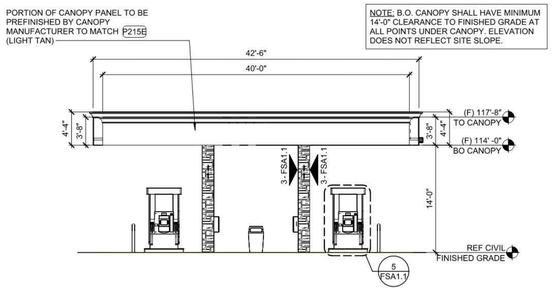
COLOR LEGEND	
P5	"SAFETY YELLOW" OSHA STANDARD



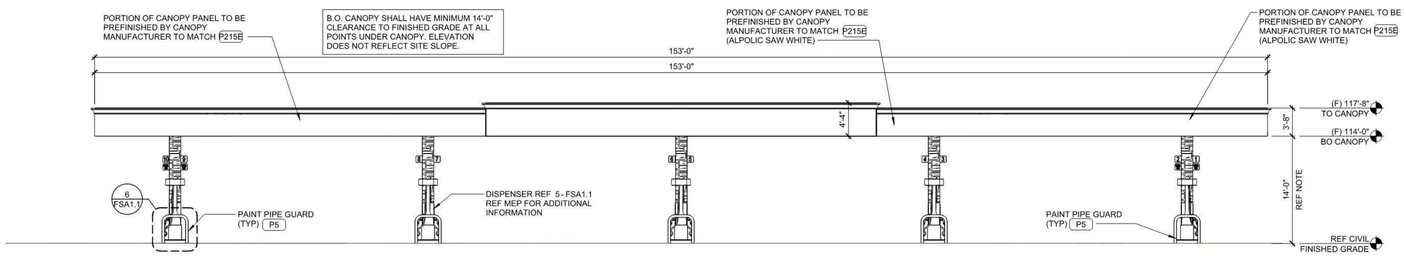
10 EAST ELEVATION
1/8" = 1'-0"



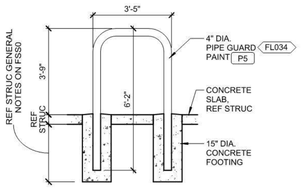
9 SOUTH ELEVATION
1/8" = 1'-0"



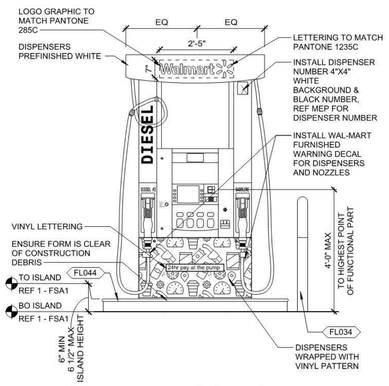
8 WEST ELEVATION
1/8" = 1'-0"



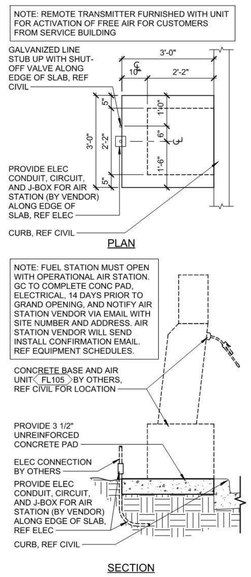
7 NORTH ELEVATION
1/8" = 1'-0"



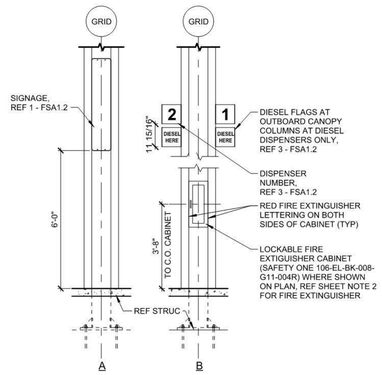
6 PIPE GUARD
3/8" = 1'-0"



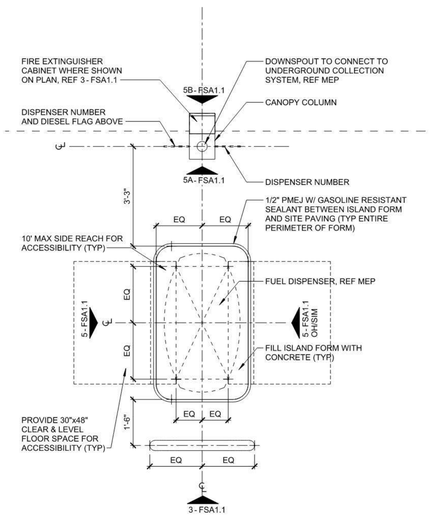
DIESEL AT ENDS (TYP) (SIM @ UNLEADED)
1/2" = 1'-0"



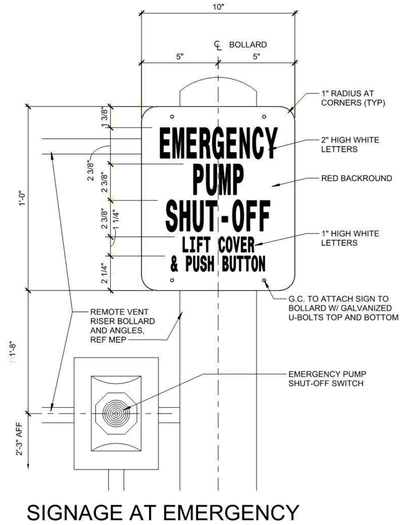
4 AIR STATION
1/2" = 1'-0"



3 COLUMN ELEVATIONS
3/8" = 1'-0"



2 DISPENSER ISLAND PLAN
1/2" = 1'-0"



1 SIGNAGE AT EMERGENCY PUMP SHUT-OFF
3" = 1'-0"

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CONSULTANTS

Walmart :

GOODYEAR, ARIZONA

STORE NO. 5369-1002 | PROTO | FS10-1440R-WD

JOB NUMBER: WALF50033

ISSUE BLOCK

CHECKED BY:	SME
DRAWN BY:	SP/SP/LM
FILE NAME:	1440-FSA1.1
PROTO CYCLE:	08/30/24
DOCUMENT DATE:	10/02/24

CANOPY ELEVATIONS AND SITE DETAILS

SHEET:

FSA1.1

Attachment F - Evaluation Criteria

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 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 620 feet west of the Property. The Property is located within Lighting Zone 2 of the Zoning Ordinance and required to have full-cut-off lighting.

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 a distance of 620 feet. Given the property's location within a commercial center and separation from the nearest residence, staff believe 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 Monday through Sunday, 5:00 AM to 10:00 PM. The proposed hours of operation are similar to those currently operated by other businesses within proximity to the proposed location; the Walmart Superstore is open Monday through Sunday, 6:00 AM to 11:00 PM; Filiberto's is a fast food drive-through restaurant located on the south side of W. Roosevelt Street and is open 24 hours, every day of the week; and, on the east side of N. Estrella Parkway, the 7-Eleven convenience store with a gas station and Whataburger fast food drive-through restaurant are open 24 hours, every day of the week. Given the proposed

location within a commercial center and the 620 feet separation from the nearest residence, 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. Roosevelt Street and N. Estrella Parkway. Mitigation measures include the installation of a traffic signal at the intersection at the center's primary mid-block driveway entrance on W. Roosevelt Street and median alterations to accommodate 150 feet of on-site queuing at the southbound left-turn lane. Based on the results of the approved traffic study, these mitigation measures are expected to alleviate queuing concerns without adversely impacting operations at adjacent and internal intersections. Additional right-in, right-out access into and out of the Property is provided at two (2) existing driveway access points along N. Estrella Parkway and an existing driveway located approximately 240 feet west of the intersection of W. Roosevelt Street and N. Estrella Parkway. The existing full-movement driveway located on W. Roosevelt Street at the southwest corner of the Walmart property will remain.

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.

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 #181	3.13	2.22	Fire Station #185	3.66	2.37

AGENDA ITEM #: .
DATE: November 05, 2025
CAR #:
CASE #: P24-00121

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):
Ryan Alvarez, Kimley-Horn

SUMMARY:
The request is for a Use Permit for a Convenience Use (convenience store with a gas station) proposed on an approximately 1.48-acre property zoned C-2 General Commercial located west of the northwest corner of W. Roosevelt Street and N. Estrella Parkway.

RECOMMENDATION:

1. Conduct a public hearing to consider a request for a Use Permit for a Convenience Use (convenience store with a gas station) proposed on an approximately 1.48-acre property zoned C-2 General Commercial located west of the northwest corner of W. Roosevelt Street and N. Estrella Parkway.
2. Recommend conditional approval of the Use Permit request for a Convenience Use (convenience store with a gas station) proposed on an approximately 1.48-acre property zoned C-2 General Commercial located west of the northwest corner of W. Roosevelt Street and N. Estrella Parkway (the “Property”) subject to Conditions of Approval. (Kyle Abbott, Senior Planner)

STIPULATIONS:
The approval of the Use Permit is subject to the Conditions of Approval (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:

The Property consists of approximately 1.48 acres of land and is located west of the northwest corner of W. Roosevelt Street and N. Estrella Parkway (Attachment B). The Property is zoned C-2 General Commercial which was approved by City Council on January 28, 2002, with the adoption of Ordinance No. 2002-0738. 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 Walmart convenience store with a gas station on property zoned C-2 General Commercial. The Property is located west of the northwest corner of W. Roosevelt Street and N. Estrella Parkway.

The property will be accessible from W. Roosevelt Street and N. Estrella Parkway. The conceptual site plan (Attachment C) includes an approximately 1,556 square-foot convenience store with an approximately 6,248 square-foot fuel canopy area, providing ten (10) gasoline fueling pumps that can serve up to twenty (20) vehicles at a time.

The applicant will be providing a traffic signal at the intersection of the center's primary entrance on W. Roosevelt Street (this is a four-way intersection that connects Parkway Village and Saddle Mountain to the Walmart center). The applicant will also be modifying the entry driveway medians to mitigate vehicle stacking at the new signal and keep internal driveways from being blocked within the center.

The on-site parking for the Walmart property as a whole, including the main store and proposed convenience store with a gas station, as reflected on the conceptual site plan and conceptual landscape plan (Attachment D), is decreasing from 947 to 819 total provided parking spaces, which exceeds the 682 total required parking spaces and is in conformance with the applicable city standards.

As shown on the conceptual building and fuel canopy elevations (Attachment E) submitted with the Use Permit, the design for the building will utilize a variety of materials and colors including stone wainscotting and decorative trellises.

Evaluation Criteria:

Section 1-3-2 (Use Permits) and Section 4-2-2 (Convenience Uses) of the Zoning Ordinance provide Evaluation Criteria (Attachment F).

Public Participation:

An alternative notification process was used for this Use Permit. A formal citizen review meeting was not held, but notice providing information on the Use Permit was mailed to 70 owners of property within 500 feet of the subject property and other stakeholders on October 14, 2025. There was no objection to the Use Permit received.

Notice for this public hearing before the Planning and Zoning Commission included a postcard mailed to the 70 owners of property within 500 feet of the subject property on October 17, 2025, and a legal notice and display ad published in the Arizona Business Gazette – Republic Edition on October 17, 2025. Additionally, a sign was posted on the property on October 17, 2025, which included the public hearing information, and a summary of the request was posted on the Development Services

Department webpage.

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

Attachment A - Conditions of Approval

Attachment B - Aerial Exhibit

Attachment C - Conceptual Site Plan

Attachment D - Conceptual Landscape Plan

Attachment E - Conceptual Building Elevations

Attachment F - Evaluation Criteria

Walmart Fuel Convenience Store & Gas Station Use Permit

Walmart Fuel Use Permit

Zoning

- C-2

  (General Commercial)

Walmart Fuel Use Permit

Site

- 1.48 acres

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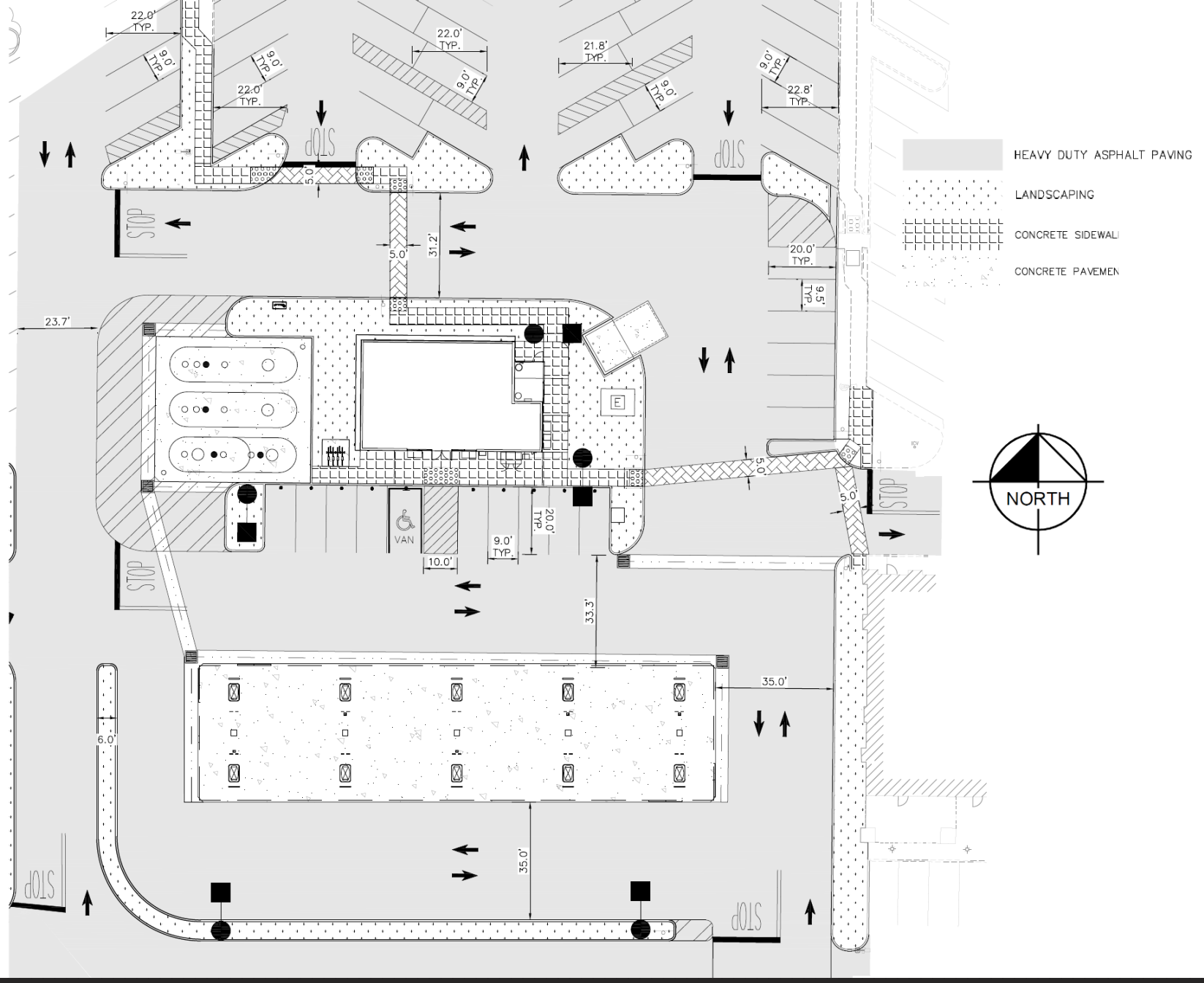
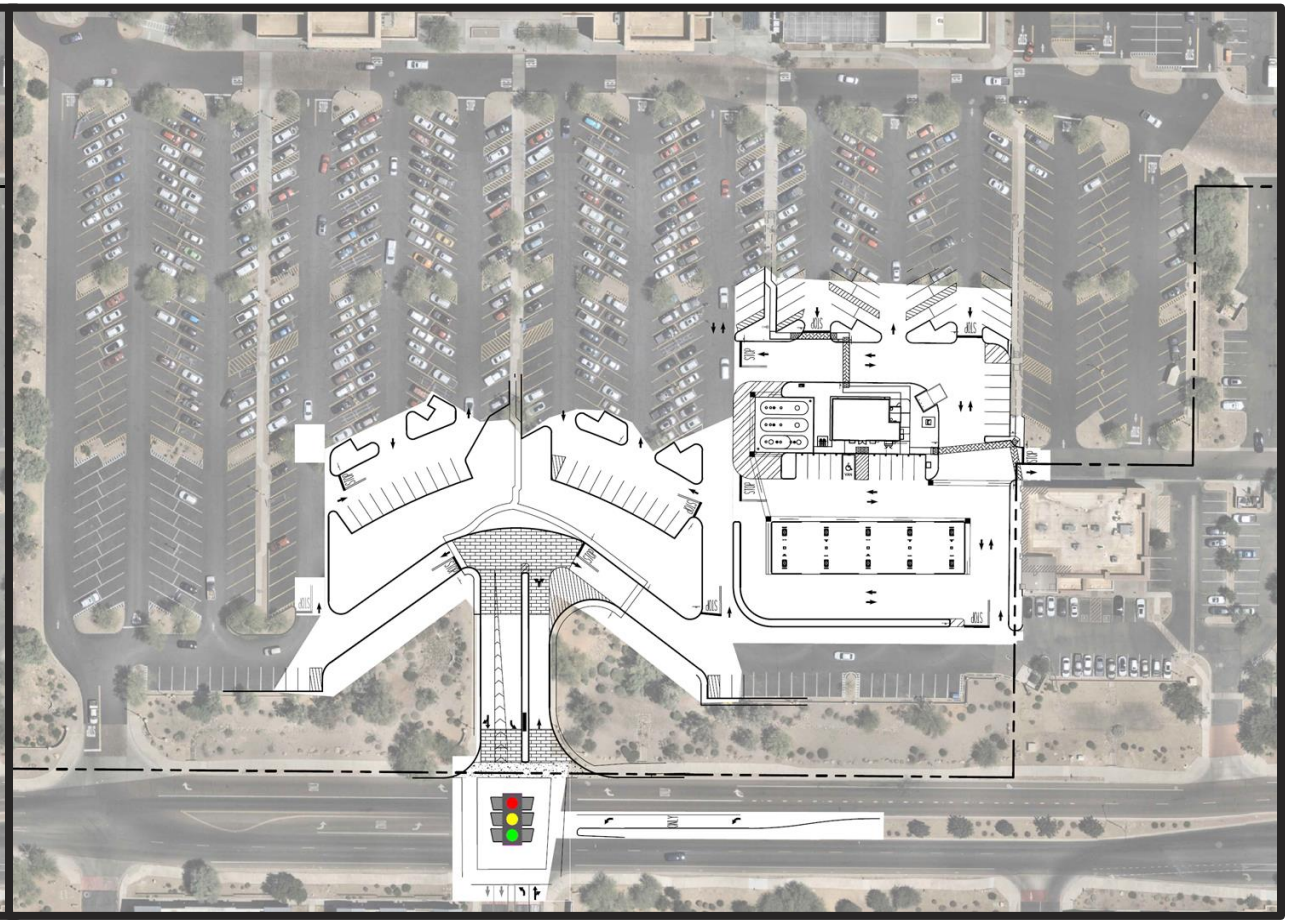
Walmart Fuel Use Permit

- 1,556 sq. ft. convenience store
- 6,248 sq. ft. fuel canopy
- Max 10 fuel pumps (up to 20 vehicles)



EXISTING

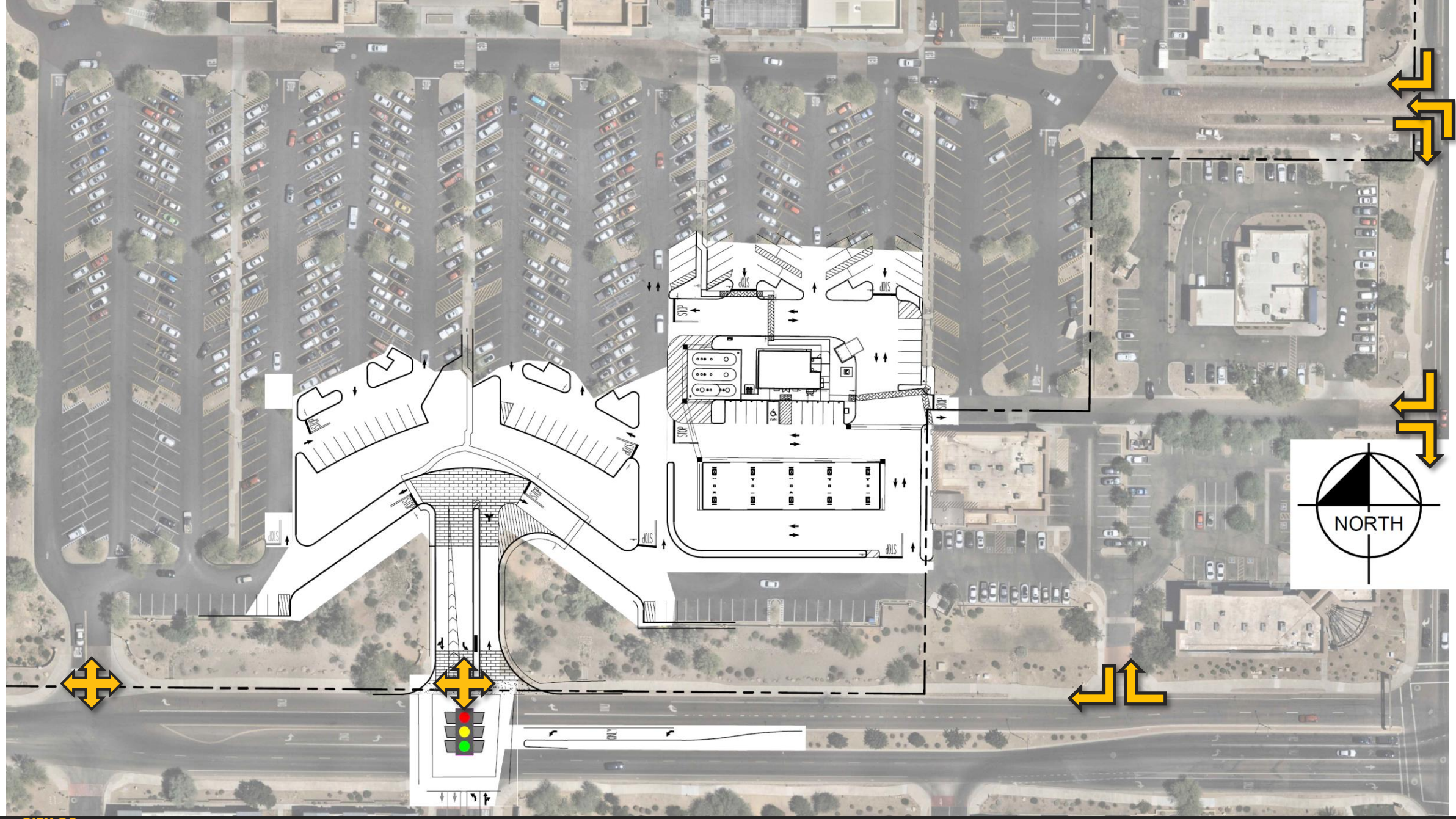
PROPOSED



947
Parking Spaces Existing

682
Parking Spaces Required

819
Parking Spaces Proposed


NORTH

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Walmart Fuel Use Permit

- Elevations
- Building Height: 20 Feet

Proposed North Side Elevation

Proposed South Side Elevation

Proposed West Side Elevation

Proposed East Side Elevation

Proposed North Side Elevation

Proposed East Side Elevation

Proposed South Side Elevation

Proposed West Side Elevation

P83 - Dark Brown

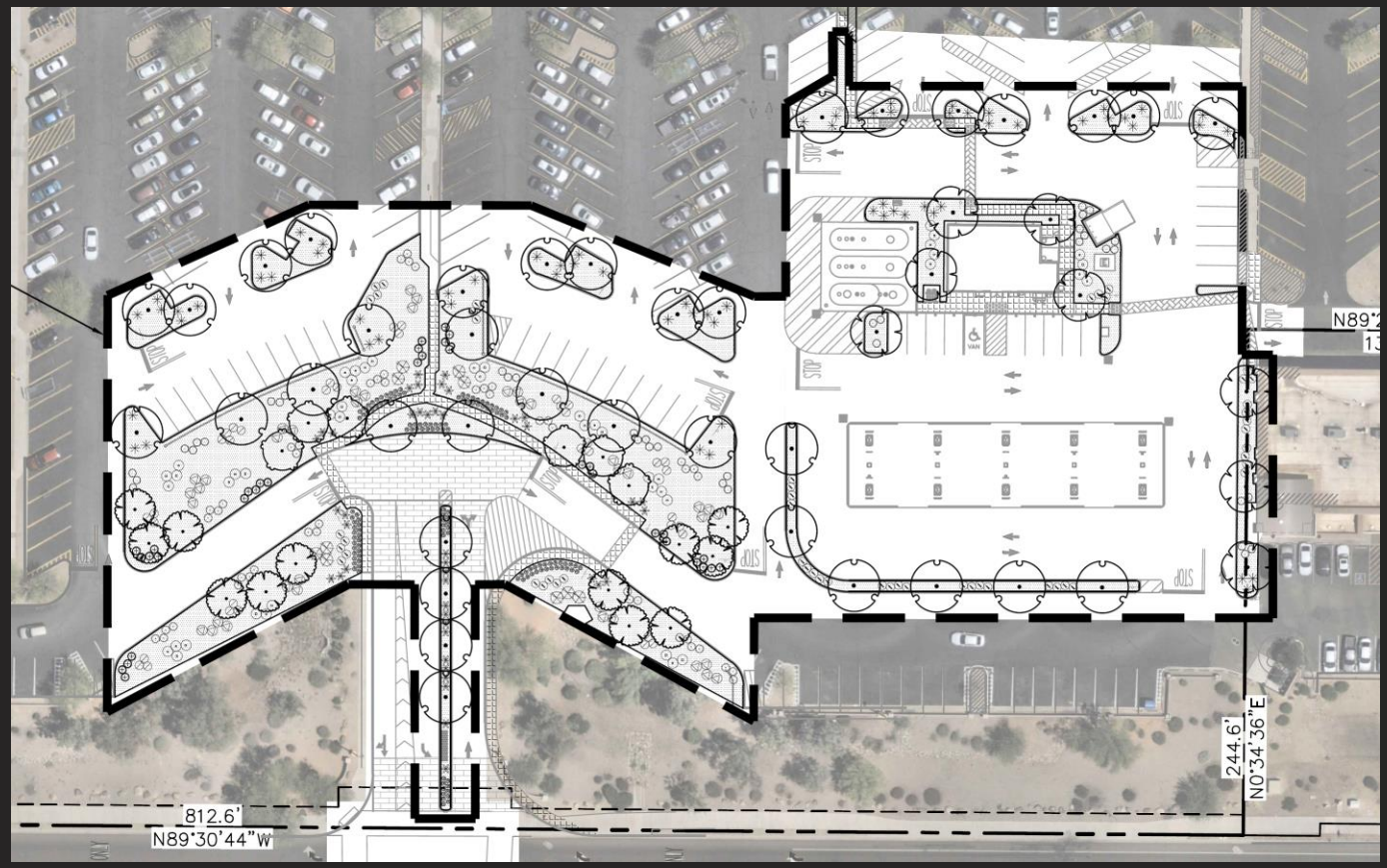
P124 - Light Brown

P215 - Light Tan

Stone Wainscot - Light Brown

Walmart Fuel Convenience Store & Gas Station Use Permit

- Evaluation Criteria
- Public Hearing Process
- P&Z Recommendation (Approve)



It's a
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ITEM #: 8.
DATE: 11/17/2025
AI #:2793

CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION ESTABLISHING A SPECIAL PUBLIC IMPROVEMENT PROJECT AREA AND AUTHORIZING COST RECOVERY FOR CIP PROJECT #42038 CAMELBACK ROAD WIDENING

STAFF PRESENTER(S): Steve Scinto, Director of Engineering; Allan Smolko, Senior Project Manager

SUMMARY

Adopt Resolution No. 2025-2494 for the formation of a Special Public Improvement Project Area authorizing the Cost Recovery for the Capital Improvement Program (CIP) Project #42038 Camelback Road Widening.

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2494 APPROVING AND ESTABLISHING A “SPECIAL PUBLIC IMPROVEMENT PROJECT AREA” THAT INCLUDES PROPERTIES RECEIVING SPECIAL BENEFITS FROM IMPROVEMENTS WIDENING CAMELBACK ROAD AND AUTHORIZING THE CITY TO RECOVER AN ALLOCATED SHARE OF THE COSTS OF THE SPECIAL PUBLIC IMPROVEMENTS FROM THE OWNERS OF THE BENEFITED PROPERTIES.(Steve Scinto, Director of Engineering; Allan Smolko, Senior Project Manager)

FISCAL IMPACT

The estimated total cost for the project’s cost-recovery impact on parcels, based on design, utility coordination, construction, right-of-way acquisition, and construction management, is $13,488,768.58. The city will seek reimbursements from the owners and developers of the properties benefiting from these improvements when the benefited properties develop. Opinion of Maximum Probable Construction Cost for the Benefited Properties, Exhibit 1 to the Resolution (Attachment A), provides a detailed account of the itemized cost on all the offsite infrastructure components.

BACKGROUND AND PREVIOUS ACTIONS

The 2014 Goodyear Transportation Master Plan (2014 TMP) recommended the widening of Camelback Road from State Route 303 (SR 303) to west of 152nd Avenue to accommodate anticipated future transportation demand. The 2014 TMP identified the segment of Camelback Road from Cotton Lane to Sarival Avenue as a demand-driven project needed by 2025, while the stretch from Sarival Avenue to 152nd Avenue was identified as long-range project to increase capacity for future demands.

Staff later worked with a consultant to complete the Camelback Road Assessment Plan (Plan), which evaluated Camelback Road between SR 303 and Litchfield Road, with the intent to define levels of access needed to support development in a safe and efficient manner. Camelback Road is classified as a major arterial street, with three travel lanes in each direction, a center median, bike lanes, and sidewalks. The Plan provided a preliminary design and construction estimates for Camelback Road from SR 303 to 152nd Avenue in its ultimate major arterial configuration, as well as guidance regarding driveway locations, median breaks, and traffic signal locations in compliance city engineering standards. The project was added to the fiscal year 2021-2026 Capital Improvement Program with design funding in fiscal year 2022 (CIP #42038 – Camelback Road – SR303 to 152nd Avenue).

On November 8, 2021, the Council adopted Resolution No. 2021-2183, approving an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) appropriating $8,000,000 to the city of Goodyear to be used towards the costs of widening Camelback Road from SR303 to Litchfield Road. Funds were utilized to design the entire Camelback Road corridor including sections within Goodyear, Glendale, Litchfield Park, and Maricopa County.

On May 23, 2022, the Council authorized the expenditure of funds up to $2,073,000 for design services for the Camelback Road - SR303 to 152nd Avenue (CIP #42038) project.

On September 18, 2023, staff presented an update on the Camelback Road - SR303 to 152nd Avenue widening project to the Council in a work session. At the meeting, staff recommended a reduction in the scope of the project to approximately 1.2 miles of half-street improvements located within Goodyear’s city limits and a change from a six-lane road design (three lanes / raised median / three lanes) to a four-lane road design (two lanes / center lane / two lanes).

On December 18, 2023, the Council adopted Resolution No. 2023-2371, adopting the 2023 Goodyear Transportation Master Plan (2023 TMP). The 2023 TMP included the widening of Camelback Road between SR 303 and 152nd Avenue to a four-lane arterial street as a recommended project, with improvements to include bike lanes, curbs and gutters, sidewalks, traffic signals, and lighting. The south half of Camelback Road, which is located within the city of Goodyear, is a scalloped street in this segment of the road. Under the city’s development requirements, adjacent properties along Camelback Road would be required to complete full half-street improvements as those properties develop. The scalloped street condition exists as only certain properties along this section of Camelback Road between SR 303 and 152nd Avenue have developed.

STAFF ANALYSIS

Per city development requirements, the owners (or developers) of the properties adjacent to the section of Camelback Road between SR 303 and 152nd Avenue are responsible for constructing full half-street improvements that will be constructed as part of the Camelback Widening Project, the city's construction of these improvements constitutes a benefit to which the owners have not contributed. Accordingly, staff is seeking to recover the costs of the improvements from the owners of the benefited properties. Resolution No. 2025-2494 would form the Special Public Improvement Project Area and allow for the city to recover the costs of the improvements benefiting the adjacent properties. The engineer's estimate of the maximum probable cost for each of the benefited properties is set forth in Exhibit 1 of the resolution as reflected in Attachment A with Exhibits one, two, three, and four, but a summary of those costs is as follows:

Parcel 1: Sunbelt Investment Holdings Inc. (SIHI)

The Opinion of Maximum Probable Cost for Parcel 1 is $6,006,514.48

Parcel 2: Sunbelt Investment Holdings Inc. (SIHI)

The Opinion of Maximum Probable Cost for Parcel 2 is $2,147,230.13

Parcel 3: Sunbelt Investment Holdings Inc. (SIHI)

The Opinion of Maximum Probable Cost for Parcel 3 is $2,651,024.91

Parcel 4: Southwest Next

The Opinion of Maximum Probable Cost for Parcel 4 is $2,683,999.07

The owners of the benefited properties were notified in writing of the efforts to seek cost recovery for the costs of the improvements that will benefit their respective properties, including the formation of a Special Public Improvement Project Area. The purpose of the public hearing is to allow the benefited property owners to raise any objections to the cost allocation methodology. When development proposals are submitted on these properties, the city will require reimbursement payment for their proportionate share of the cost of these improvements payable. Reimbursement is required prior to the recordation of the first final plat subdividing all or part of a benefited property or as a condition of approval of any site plan for the development of any portion of a benefited property. The city will be entitled to withhold construction permits until the required reimbursement has been made.

Staff recommends adopting Resolution No. 2025-2494, included as Attachment A, forming the Special Public Improvement Project Area and requiring the owners of the properties receiving special benefits from the construction of the improvements widening Camelback Road to reimburse the city for the costs of the improvements in an amount not to exceed the maximum probable costs set forth in the engineers' estimates attached to the resolution.

Attachments

Attachment A - Resolution No. 2025-2494 with Exhibits
Staff Presentation

RESOLUTION NO. 2025-2494

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AND ESTABLISHING A "SPECIAL PUBLIC IMPROVEMENT PROJECT AREA" THAT INCLUDES PROPERTIES RECEIVING SPECIAL BENEFITS FROM IMPROVEMENTS WIDENING CAMELBACK ROAD AND AUTHORIZING THE CITY TO RECOVER AN ALLOCATED SHARE OF THE COSTS OF THE SPECIAL PUBLIC IMPROVEMENTS FROM THE OWNERS OF THE BENEFITED PROPERTIES.

WHEREAS, to facilitate the development of property along Camelback Road within the city of Goodyear, the city wants to improve an approximate 2.5 miles of Camelback Road between SR303L and the eastern city limits, that will result in this section of Camelback Road having two thru traffic lanes going east and west and turn lanes into certain properties on the south side of Camelback Road. (the "Camelback Widening Project"); and

WHEREAS, certain of the improvements being constructed will specifically benefit properties for which the owners of the properties have not contributed to the cost of the improvements and who are not subject to any other assessments or special charges for the improvements benefiting their properties. These off-site improvements constitute Special Public Improvements under Chapter 24, Article 24 of the Goodyear City Code; and

WHEREAS, the Special Public Improvements include the construction of two traffic lanes, turn lanes, bus bays, drainage improvements, curbs, gutters, driveways, sidewalks, medians, street lighting electric utilities, traffic signals, IT systems, and landscaping and traffic signals adjacent to the Benefited Properties and traffic signals, as more particularly reflected in the estimates of the maximum probable cost for each of the Benefited Properties, a copy of which is attached hereto as Exhibit 1;

WHEREAS, the City has identified four properties that will receive a specific benefit from the Special Public Improvements for which the properties have not contributed ("Benefited Properties") and the owners of such properties; and

WHEREAS, the Benefited Properties comprise the Special Public Project Area, and legal descriptions for each of the Benefited Properties are set forth in Exhibit 2 attached hereto, and a map that depicts the Benefited Properties is attached hereto as Exhibit 3; and

WHEREAS, the owners of the Benefited Properties are identified with the legal descriptions for each of the Benefited Properties set forth in Exhibit 2 attached hereto; and

WHEREAS, a detailed Engineer's Opinion of Maximum Probable Construction Costs was prepared for each of the Benefited Properties setting forth the costs of the Special Public Improvements that solely benefit the Benefited Property and the costs and allocation of Special Public Improvements that benefit more than just the Benefited Property, which are set forth in Exhibit 1, attached hereto; and

WHEREAS, the estimated total cost of the Special Public Improvement, those benefiting the four Benefited Properties, is $15,936,227.93; and

WHEREAS, because a portion of these improvements will create specific benefits for properties that have not specifically contributed to the improvements, the City is seeking reimbursement

from the owner of the Benefited Properties based on the benefit the Benefited Properties receive from the Special Public Improvements; and

WHEREAS, the owners of Benefited Properties received notice in writing of the public hearing to be held for consideration of the adoption of the Resolution of Intention not less than 30 days prior to the public hearing and the notice included a copy of supporting materials that explained the methodology used for determining which property was benefited, the estimated costs of the Special Public Improvement that benefited the property, the cost of the Special Public Improvements that benefited more than the Benefited Property, and the allocation of those costs to the Benefited Property; and

WHEREAS, the contracts for the construction of the Special Public Improvements will be procured pursuant to the requirements of Title 34 of the Arizona Revised Statutes and the construction of the Special Public Improvements will adhere to Goodyear's standards and specifications as well as all other applicable laws, rules and/or regulations.

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

SECTION 1. The public health, safety and welfare of the citizens of the City of Goodyear require the construction of the Special Public Improvements generally described in the Recitals above and that are specifically described in Exhibit 1 and the construction of the Special Public Improvements is hereby ordered. and the formation of the Special Public Improvement Project Area.

SECTION 2. The proposed Special Public Improvements generally described in the Recitals above and that are specifically described in Exhibit 1 are of more than local or ordinary public benefit and are of special benefit to the properties legally described in Exhibit 2 and depicted in Exhibit 3 (the "Benefited Properties").

SECTION 3. The formation of the Special Public Improvement Project Area that includes the Benefited Properties legally described in Exhibit 2 and depicted in Exhibit 3, is hereby approved and authorized.

SECTION 4. At the time of development, the then owner of each Benefited Property is required to reimburse the City for the actual costs of the Special Public Improvements benefiting the property, in an amount not to exceed the Total Estimated Project Cost allocated to the Benefited Property as set forth in Exhibit 1 and summarized in Exhibit 4, attached hereto.

SECTION 5. City staff shall endeavor to seek reimbursement of the actual cost of the Special Public Improvements from the owner of the Benefited Property prior to the recordation of the first Final Plat subdividing all or part of the Benefited Property and/or as a condition of approval of a Site Plan for development within any portion of the Benefited Property. City staff shall be entitled to withhold the recordation of any final plat subdividing all or part of the Benefited Property until reimbursement required herein has been made, and City staff shall be entitled to withhold construction permits for work within the Benefited Property until the reimbursement required herein has been made.

SECTION 6. RECORDATION
A copy of this Resolution shall be recorded with the Maricopa County Recorder's Office.

SECTION 7. Resolution 2025-2494 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 17th day of November, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT 1

ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST
FOR THE BENEFITED PROPERTIES

Descriptions of Special Improvements (Parcels 1 thru 4)

Special improvements include half street improvements and widening of Camelback Road to the City of Goodyear's standard major arterial roadway section and in accordance with the recommendations included in the Camelback Road Corridor Assessment Report (June 2021) and Design Concept Report (March 2024). Half-street improvements include the following:

- Full build-out of Camelback Road for eastbound direction to accommodate three eastbound lanes of travel and raised median in accordance with City of Goodyear's major arterial roadway section including curb and gutter, concrete sidewalk, drainage improvements, landscaped raised medians (where feasible), bus bays, signing and pavement markings, and erosion protection;
- Driveways and turn lanes at locations recommended in previous studies;
- New traffic signals at Alsup Avenue and Reems Road;
- Modifications to the existing traffic signal at 152nd Avenue intersection; and
- Extension of City ITS infrastructure.

Estimate Methodology for #42038 – Camelback Road: Include in Exhibit C

Table X – Total Estimate Cost of Special Improvements:

Parcel	Total Project Cost	Frontage Length (LF)	Cost per Linear Foot of Frontage Length
Parcel 1	$6,006,514.48	2,641	$2,274.33
Parcel 2	$2,147,230.13	999	$2,149.38
Parcel 3	$2,651,024.91	1,009	$2,627.38
Parcel 4	$2,683,999.07	1,434	$1,871.69
Total	**$13,488,768.58**		

In general, each item was quantified from the roadway half street improvement adjacent to each parcel within the south half of Camelback Road. Items which were not easily quantifiable within the roadway frontage were allocated proportionally as follows:

- Median Landscape and Irrigation: This item's cost was a proportional allocation of total project item estimated cost based on the proportional length of raised median along the frontage to the total length of raised median within the project.

- Signing and Pavement Marking: This item's cost was a proportional allocation based on the length of pavement marking and signing for each parcel determined as a percentage of the total project costs.
- Lighting: This item's cost was a proportional allocation based on the lighting improvements for each parcel determined as a percentage of the total project costs.
- ITS Systems: This item's cost was a proportional allocation based on the length of ITS system improvements for each parcel determined as a percentage of the total project costs.
- Traffic signal: Traffic signal costs were proportionally allocated to each parcel as noted below:
    - New traffic signals costs were distributed equally amongst the adjacent properties at the four corners of the intersection (25% of traffic signal cost at each intersection).
    - Modifications at 152nd Avenue intersection occurred only along the south half of Camelback Road; therefore, costs at this intersection were split equally between the 2 adjacent parcels.
    - Traffic signal costs were allocated to each of the parcels as percentage of total traffic signal costs for the project.
- Project wide items (e.g. Construction Survey, Quality Control, Permitting, Environmental Mitigation Compliance, Mobilization, Allowance for Extra Work, Clearing and Grubbing, Excavation and Borrow, Traffic Control, Design Costs, and COG Plans Review Fees for Permit): These items were a proportional allocation of the total estimated cost for each item. Proportional allocation was based on the sum of project construction items for each parcel divided by the total project construction items cost for the entire project.
- Owner's Contingency: 15% of the construction items subtotal was added for contingency.
- Additional Project Construction Costs: Fixed percentages were used for these items applied to the Subtotal Estimated Construction Cost.
- No Real Estate Costs are expected as current ordinances require parcel owners to dedicate land rights upon city request. As of July 14, 2025, land rights have not been fully dedicated for Parcels 3 and 4, so there are acquisition costs in case the land rights are not dedicated.

ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST

PARCEL 1

CAMELBACK ROAD
ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST
PARCEL 1

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
105.08000		Construction Survey, Layout and Record Drawings	Lump Sum	28%	360,000.00	100,800.00
106.01500		Quality Control. and Material Testing	Lump Sum	28%	90,000.00	25,200.00
107.01000		AZPDES and Other Permitting	Lump Sum	28%	180,000.00	50,400.00
107.02110		Environmental Mitigation Compliance	Allowance	28%	50,000.00	14,000.00
109.09000		Mobilization/Demobilization	Lump Sum	28%	1,000,000.00	280,000.00
109.19000		Allowance for Extra Work	Allowance	28%	600,000.00	168,000.00
201.01000		Clearing and Grubbing	Lump Sum	28%	75,000.00	21,000.00
205.01150		Roadway Excavation	Lump Sum	28%	128,275.00	35,917.00
210.02000		Borrow Excavation (In Place)	Lump Sum	28%	316,980.00	88,754.40
220.10150		Riprap, D50=6 in	CY	43	310.00	13,330.00
310.03001		Aggregate Base Course	CY	4405	100.00	440,500.00
321.01402		Asphalt Concrete Pavement (Gyratory 3/4 in Mix)	Ton	4608	117.00	539,136.00
324.01091		Portland Cement Concrete Pavement (PCCP) 9 in Thick, Detail C	SY	1955	207.00	404,685.00
329.01000		Bituminous Tack Coat SS-1h, Diluted	Ton	7	757.00	5,299.00
340.01110		Vertical Curb & Gutter, Type A, H=6 in, MAG Det 220	LF	4698	40.00	187,920.00
340.01151		Single Curb, Type A, Mod MAG Det 222 (MAG Det 522)	LF	1525	48.00	73,200.00
340.01210		Concrete Sidewalk, MAG Det 230	SF	19788	10.50	207,774.00
340.01216		Concrete Median Nose Transition, 4 in Thick, MAG Det 223	SF	124	50.00	6,200.00
340.01356		Perpendicular Curb Ramp MAG Det 238-1	Each	1	5,500.00	5,500.00
340.01390		30-ft R Directional Curb Ramp Dual Ramp MAG Det 237-1	Each	1	8,000.00	8,000.00
340.01391		30-ft R Directional Curb Ramp Dual Ramp MAG Det 237-1 & 237-2	Each	1	8,000.00	8,000.00
340.01460		Driveway 9 in Thick Class A Concrete, Detail C	SF	5095	30.00	152,850.00

CAMELBACK ROAD
ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST
PARCEL 1

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
340.20610		Bus Bay Accessory Pad COG Det G-3242	SF	490	90.00	44,100.00
340.31000		Decorative Median Paving (Colored and Stamped Concrete)	SF	2093	15.00	31,395.00
345.01100		Adjust Exist Manhole Frame & Cover, MAG Det 422	Each	0	3,125.00	0.00
345.01200		Adjust Valve Box & Cover, MAG Det 391-1-A	Each	20	750.00	15,000.00
350.02501		Remove Survey Marker, Brass Cap or Rebar	Each	1.00	180.00	180.00
350.05100		Remove Barricade	LF	38	20.00	760.00
350.07502		Removal of Pavement, Asphalt Concrete	SY	3634	15.00	54,510.00
401.01000		Traffic Control	Lump Sum	28%	1,261,926.00	353,339.28
401.03500		Barricade, Type B, MAG Det 130	LF	178	60.00	10,680.00
405.01100		Survey Marker, Type A, MAG Det 120	Each	1.00	900.00	900.00
430.00000		Median Landscape and Irrigation	Lump Sum	8%	509,980.08	40,798.41
430.01201		Hydro Seeding - Native Seed Mix	Acre	2	5,000.00	10,000.00
430.42000		Decomposed Granite, 2 in Thick, MAG Det 607-1	SY	2554	6.75	17,239.50
460.00000		Signing and Pavement Marking	Lump Sum	16%	412,942.95	66,070.87
472.00000		Traffic Signals	Lump Sum	31%	1,025,055.00	317,767.05
477.00000		Streetlighting	Lump Sum	25%	938,800.00	234,700.00
482.00000		ITS Systems	Lump Sum	21%	943,925.00	198,224.25
505.06509		Concrete Scupper, MAG Det 206, S/W=8 ft, 2-4 ft Curb Opening	Each	1	10,500.00	10,500.00
505.06510		Concrete Scupper, Detail DE, S/W=8 ft, 2-4 ft Curb Opening	Each	2	10,500.00	21,000.00
505.06512		Concrete Scupper Spillway, MAG Det 206, 2-4 ft Curb Opening	LF	28	45.00	1,260.00
520.01035		Safety Rail, Height 3 ft - 6 in MAG Det 145	LF	51	160.00	8,160.00
610.25000		Remove Fire Hydrant Assembly	Each	2	3,500.00	7,000.00

CAMELBACK ROAD
ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST
PARCEL 1

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
610.27500		Adjust Fire Hydrant, MAG Det 360	Each	0	3,500.00	0.00
610.28500		Install Fire Hydrant, MAG Det 360	Each	2	5,000.00	10,000.00
		SUBTOTAL				**4,290,049.76**
		CONSTRUCTION OWNER'S CONTINGENCY		10%	429,100	429,100.00
		SUBTOTAL ESTIMATED CONSTRUCTION COST				**4,719,149.76**

CAMELBACK ROAD
ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST
PARCEL 1

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
ADDITIONAL PROJECT CONSTRUCTION COSTS						
		CONSTRUCTION ADMINISTRATION / QA & MATERIAL TESTING		28%	1,386,874	388,324.72
		CONSTRUCTION COST CONTINGENCIES - BIDDING WITHIN 6 MONTHS		5% (1)	236,000	236,000.00
		(1) *Plans at 99% and bidding in 3 months.*				
		SUBTOTAL ADDITIONAL PROJECT CONSTRUCTION COSTS				**624,324.72**
		TOTAL CONSTRUCTION COSTS				**5,343,474.48**
DESIGN COST						
		DESIGN ENGINEERING		28%	2,093,000	586,040.00
		COG PLAN REVIEW FEES FOR PERMIT		28%	275,000	77,000.00
		TOTAL DESIGN COSTS				**663,040.00**
REAL ESTATE COST						
		RIGHT-OF-WAY - ACQUISITION (REAL PROPERTY) ❶	SQ.FT.	182,147		0.00
		ENGINEERING AND LEGAL FEES	L.SUM	80%		0.00
		SUBTOTAL REAL ESTATE COSTS				**0.00**
		REAL ESTATE COST CONTINGENCY		5%	0	0.00
		TOTAL REAL ESTATE COSTS				**0.00**
		❶ Includes acquisition area (R/W & PUE) for Roadway Widening to Major Arterial				
		Note: Ordinance directs land rights to be dedicated; land dedication is complete.				
		TOTAL ESTIMATED PROJECT COST				**6,006,514.48**

ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST

PARCEL 2

CAMELBACK ROAD
ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST
PARCEL 2

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
105.08000		Construction Survey, Layout and Record Drawings	Lump Sum	11%	360,000.00	39,600.00
106.01500		Quality Control. and Material Testing	Lump Sum	11%	90,000.00	9,900.00
107.01000		AZPDES and Other Permitting	Lump Sum	11%	180,000.00	19,800.00
107.02110		Environmental Mitigation Compliance	Allowance	11%	50,000.00	5,500.00
109.09000		Mobilization/Demobilization	Lump Sum	11%	1,000,000.00	110,000.00
109.19000		Allowance for Extra Work	Allowance	11%	600,000.00	66,000.00
201.01000		Clearing and Grubbing	Lump Sum	11%	75,000.00	8,250.00
205.01150		Roadway Excavation	Lump Sum	11%	128,275.00	14,110.25
210.02000		Borrow Excavation (In Place)	Lump Sum	11%	316,980.00	34,867.80
220.10150		Riprap, D50=6 in	CY	7	310.00	2,170.00
310.03001		Aggregate Base Course	CY	2222	100.00	222,200.00
321.01402		Asphalt Concrete Pavement (Gyratory 3/4 in Mix)	Ton	2325	117.00	272,025.00
324.01091		Portland Cement Concrete Pavement (PCCP) 9 in Thick, Detail C	SY	438	207.00	90,666.00
329.01000		Bituminous Tack Coat SS-1h, Diluted	Ton	4	757.00	3,028.00
340.01110		Vertical Curb & Gutter, Type A, H=6 in, MAG Det 220	LF	625	40.00	25,000.00
340.01151		Single Curb, Type A, Mod MAG Det 222 (MAG Det 522)	LF	305	48.00	14,640.00
340.01210		Concrete Sidewalk, MAG Det 230	SF	7186	10.50	75,453.00
340.01216		Concrete Median Nose Transition, 4 in Thick, MAG Det 223	SF	0	50.00	0.00
340.01356		Perpendicular Curb Ramp MAG Det 238-1	Each	0	5,500.00	0.00
340.01390		30-ft R Directional Curb Ramp Dual Ramp MAG Det 237-1	Each	0	8,000.00	0.00
340.01391		30-ft R Directional Curb Ramp Dual Ramp MAG Det 237-1 & 237-2	Each	0	8,000.00	0.00
340.01460		Driveway 9 in Thick Class A Concrete, Detail C	SF	2042	30.00	61,260.00

CAMELBACK ROAD
ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST
PARCEL 2

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
340.20610		Bus Bay Accessory Pad COG Det G-3242	SF	490	90.00	44,100.00
340.31000		Decorative Median Paving (Colored and Stamped Concrete)	SF	0	15.00	0.00
345.01100		Adjust Exist Manhole Frame & Cover, MAG Det 422	Each	0	3,125.00	0.00
345.01200		Adjust Valve Box & Cover, MAG Det 391-1-A	Each	8	750.00	6,000.00
350.02501		Remove Survey Marker, Brass Cap or Rebar	Each	0	180.00	45.00
350.05100		Remove Barricade	LF	0	20.00	0.00
350.07502		Removal of Pavement, Asphalt Concrete	SY	1584	15.00	23,760.00
401.01000		Traffic Control	Lump Sum	11%	1,261,926.00	138,811.86
401.03500		Barricade, Type B, MAG Det 130	LF	30	60.00	1,800.00
405.01100		Survey Marker, Type A, MAG Det 120	Each	0.25	900.00	225.00
430.00000		Median Landscape and Irrigation	Lump Sum	0%	509,980.08	0.00
430.01201		Hydro Seeding - Native Seed Mix	Acre	1	5,000.00	5,000.00
430.42000		Decomposed Granite, 2 in Thick, MAG Det 607-1	SY	789	6.75	5,325.75
460.00000		Signing and Pavement Marking	Lump Sum	6%	412,942.95	24,776.58
472.00000		Traffic Signals	Lump Sum	0%	1,025,055.00	0.00
477.00000		Streetlighting	Lump Sum	10%	938,800.00	93,880.00
482.00000		ITS Systems	Lump Sum	7%	943,925.00	66,074.75
505.06509		Concrete Scupper, MAG Det 206, S/W=8 ft, 2-4 ft Curb Opening	Each	0	10,500.00	0.00
505.06510		Concrete Scupper, Detail DE, S/W=8 ft, 2-4 ft Curb Opening	Each	1	10,500.00	10,500.00
505.06512		Concrete Scupper Spillway, MAG Det 206, 2-4 ft Curb Opening	LF	9	45.00	405.00
520.01035		Safety Rail, Height 3 ft - 6 in MAG Det 145	LF	17	160.00	2,720.00
610.25000		Remove Fire Hydrant Assembly	Each	0	3,500.00	0.00

CAMELBACK ROAD
ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST
PARCEL 2

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
610.27500		Adjust Fire Hydrant, MAG Det 360	Each	1	3,500.00	3,500.00
610.28500		Install Fire Hydrant, MAG Det 360	Each	0	5,000.00	0.00
		SUBTOTAL				**1,501,393.99**
		CONSTRUCTION OWNER'S CONTINGENCY		10%	150,200	150,200.00
		SUBTOTAL ESTIMATED CONSTRUCTION COST				**1,651,593.99**

CAMELBACK ROAD
ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST
PARCEL 2

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
ADDITIONAL PROJECT CONSTRUCTION COSTS						
		CONSTRUCTION ADMINISTRATION / QA & MATERIAL TESTING		11%	1,386,874	152,556.14
		CONSTRUCTION COST CONTINGENCIES - BIDDING WITHIN 6 MONTHS		5% (1)	82,600	82,600.00
		(1) *Plans at 99% and bidding in 3 months.*				
		SUBTOTAL ADDITIONAL PROJECT CONSTRUCTION COSTS				**235,156.14**
		TOTAL CONSTRUCTION COSTS				**1,886,750.13**
DESIGN COST						
		DESIGN ENGINEERING		11%	2,093,000	230,230.00
		COG PLAN REVIEW FEES FOR PERMIT		11%	275,000	30,250.00
		TOTAL DESIGN COSTS				**260,480.00**
REAL ESTATE COST						
		RIGHT-OF-WAY - ACQUISITION (REAL PROPERTY) ❶	SQ.FT.	182,147		0.00
		ENGINEERING AND LEGAL FEES	L.SUM	80%		0.00
		SUBTOTAL REAL ESTATE COSTS				**0.00**
		REAL ESTATE COST CONTINGENCY		5%	0	0.00
		TOTAL REAL ESTATE COSTS				**0.00**
		❶ Includes acquisition area (R/W & PUE) for Roadway Widening to Major Arterial				
		Note: Ordinance directs land rights to be dedicated; land dedication is complete.				
		TOTAL ESTIMATED PROJECT COST				**2,147,230.13**

ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST

PARCEL 3

CAMELBACK ROAD
ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST
PARCEL 3

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
105.08000		Construction Survey, Layout and Record Drawings	Lump Sum	10%	360,000.00	36,000.00
106.01500		Quality Control. and Material Testing	Lump Sum	10%	90,000.00	9,000.00
107.01000		AZPDES and Other Permitting	Lump Sum	10%	180,000.00	18,000.00
107.02110		Environmental Mitigation Compliance	Allowance	10%	50,000.00	5,000.00
109.09000		Mobilization/Demobilization	Lump Sum	10%	1,000,000.00	100,000.00
109.19000		Allowance for Extra Work	Allowance	10%	600,000.00	60,000.00
201.01000		Clearing and Grubbing	Lump Sum	10%	75,000.00	7,500.00
205.01150		Roadway Excavation	Lump Sum	10%	128,275.00	12,827.50
210.02000		Borrow Excavation (In Place)	Lump Sum	10%	316,980.00	31,698.00
220.10150		Riprap, D50=6 in	CY	40	310.00	12,400.00
310.03001		Aggregate Base Course	CY	2,448	100.00	244,800.00
321.01402		Asphalt Concrete Pavement (Gyratory 3/4 in Mix)	Ton	2,562	117.00	299,754.00
329.01000		Bituminous Tack Coat SS-1h, Diluted	Ton	4	757.00	3,028.00
340.01110		Vertical Curb & Gutter, Type A, H=6 in, MAG Det 220	LF	989	40.00	39,560.00
340.01210		Concrete Sidewalk, MAG Det 230	SF	7,541	10.50	79,180.50
340.01390		30-ft R Directional Curb Ramp Dual Ramp MAG Det 237-1	Each	1	8,000.00	8,000.00
340.01610		Concrete Apron & Valley Gutter, COG Det 3226	SF	456	26.50	12,084.00
345.01100		Adjust Exist Manhole Frame & Cover, MAG Det 422	Each	4	3,125.00	12,500.00
345.01200		Adjust Valve Box & Cover, MAG Det 391-1-A	Each	1	750.00	750.00
350.01100		Remove Pipe, Backfill & Compact, D<30 in	LF	52	130.00	6,760.00
350.01400		Remove Catch Basin	Each	1	2,000.00	2,000.00

CAMELBACK ROAD
ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST
PARCEL 3

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
350.01500		Remove Headwall	Each	1	750.00	750.00
350.01800		Remove Concrete Curb & Gutter	LF	1,003	12.00	12,036.00
350.01801		Remove Valley Gutter	SF	504	15.00	7,560.00
350.01900		Remove Sidewalk	SF	7,958	5.00	39,790.00
350.02501		Remove Survey Marker, Brass Cap or Rebar	Each	0.25	180.00	45.00
350.07502		Removal of Pavement, Asphalt Concrete	SY	5,770	15.00	86,550.00
350.32100		Remove Monument Sign	Each	1	32,000.00	32,000.00
401.01000		Traffic Control	Lump Sum	10%	1,261,926.00	126,192.60
405.01100		Survey Marker, Type A, MAG Det 120	Each	0.25	900.00	225.00
430.01201		Hydro Seeding - Native Seed Mix	Acre	1	5,000.00	5,000.00
430.42000		Decomposed Granite, 2 in Thick, MAG Det 607-1	SY	461	6.75	3,111.75
460.00000		Signing and Pavement Marking	Lump Sum	7%	412,942.95	28,906.01
472.00000		Traffic Signals	Lump Sum	8%	1,025,055.00	82,004.40
477.00000		Streetlighting	Lump Sum	11%	938,800.00	103,268.00
482.00000		ITS Systems	Lump Sum	11%	943,925.00	103,831.75
505.06509		Concrete Scupper, MAG Det 206, S/W=8 ft, 2-4 ft Curb Opening	Each	1	10,500.00	10,500.00
505.06512		Concrete Scupper Spillway, MAG Det 206, 2-4 ft Curb Opening	LF	14	45.00	630.00
520.01035		Safety Rail, Height 3 ft - 6 in MAG Det 145	LF	29	160.00	4,640.00
610.25000		Remove Fire Hydrant Assembly	Each	1	3,500.00	3,500.00
610.28500		Install Fire Hydrant, MAG Det 360	Each	1	5,000.00	5,000.00
610.31000		Adjust Curb Stop to Grade	Each	1	3,500.00	3,500.00

CAMELBACK ROAD
ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST
PARCEL 3

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
		SUBTOTAL				**1,659,882.51**
		CONSTRUCTION OWNER'S CONTINGENCY		10%	166,000	166,000.00
		SUBTOTAL ESTIMATED CONSTRUCTION COST				**1,825,882.51**

CAMELBACK ROAD
ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST
PARCEL 3

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
ADDITIONAL PROJECT CONSTRUCTION COSTS						
		CONSTRUCTION ADMINISTRATION / QA & MATERIAL TESTING		10%	1,386,874	138,687.40
		CONSTRUCTION COST CONTINGENCIES - BIDDING WITHIN 6 MONTHS		5% (1)	91,300	91,300.00
		(1) *Plans at 99% and bidding in 3 months.*				
		SUBTOTAL ADDITIONAL PROJECT CONSTRUCTION COSTS				**229,987.40**
		TOTAL CONSTRUCTION COSTS				**2,055,869.91**
DESIGN COST						
		DESIGN ENGINEERING		10%	2,093,000	209,300.00
		COG PLAN REVIEW FEES FOR PERMIT		10%	275,000	27,500.00
		TOTAL DESIGN COSTS				**236,800.00**
REAL ESTATE COST						
		RIGHT-OF-WAY - ACQUISITION (REAL PROPERTY) ❶	SQ.FT.	22,617	15.00	339,255.00
		ENGINEERING AND LEGAL FEES	L.SUM	10%	20,000.00	2,000.00
		SUBTOTAL REAL ESTATE COSTS				**341,255.00**
		REAL ESTATE COST CONTINGENCY		5%	17,100	17,100.00
		TOTAL REAL ESTATE COSTS				**358,355.00**
		❶ Includes acquisition area (R/W & PUE) for Roadway Widening to Ultimate Major Arterial				
		Note: Ordinance directs land rights to be dedicated; parcel owner will not incur Real Estate costs upon land dedication.				
		TOTAL ESTIMATED PROJECT COST				**2,651,024.91**

ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST

PARCEL 4

CAMELBACK ROAD
ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST
PARCEL 4

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
105.08000		Construction Survey, Layout and Record Drawings	Lump Sum	10%	360,000.00	36,000.00
106.01500		Quality Control. and Material Testing	Lump Sum	10%	90,000.00	9,000.00
107.01000		AZPDES and Other Permitting	Lump Sum	10%	180,000.00	18,000.00
107.02110		Environmental Mitigation Compliance	Allowance	10%	50,000.00	5,000.00
109.09000		Mobilization/Demobilization	Lump Sum	10%	1,000,000.00	100,000.00
109.19000		Allowance for Extra Work	Allowance	10%	600,000.00	60,000.00
201.01000		Clearing and Grubbing	Lump Sum	10%	75,000.00	7,500.00
205.01150		Roadway Excavation	Lump Sum	10%	128,275.00	12,827.50
210.02000		Borrow Excavation (In Place)	Lump Sum	10%	316,980.00	31,698.00
220.10150		Riprap, D50=6 in	CY	56	310.00	17,360.00
310.03001		Aggregate Base Course	CY	1,682	100.00	168,200.00
317.01000		Asphalt Milling	SY	1,841	7.00	12,887.00
317.01100		Allowance for Asphalt Millling Breakthrough	Allowance	6%	325,000.00	19,500.00
321.01402		Asphalt Concrete Pavement (Gyratory 3/4 in Mix)	Ton	2,110	117.00	246,870.00
329.01000		Bituminous Tack Coat SS-1h, Diluted	Ton	3	757.00	2,378.50
340.01110		Vertical Curb & Gutter, Type A, H=6 in, MAG Det 220	LF	2,505	40.00	100,200.00
340.01151		Single Curb, Type A, Mod MAG Det 222 (MAG Det 522)	LF	177	48.00	8,496.00
340.01210		Concrete Sidewalk, MAG Det 230	SF	7,052	10.50	74,046.00
340.01216		Concrete Median Nose Transition, 4 in Thick, MAG Det 223	SF	14	50.00	700.00
340.01391		30-ft R Directional Curb Ramp Dual Ramp MAG Det 237-1 & 237-2	Each	1	8,000.00	8,000.00
340.01610		Concrete Apron & Valley Gutter, COG Det 3226	SF	707	26.50	18,735.50

CAMELBACK ROAD
ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST
PARCEL 4

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
340.20600		Bus Bay Pavement, COG Det G-3242	SY	175	190.00	33,250.00
340.20610		Bus Bay Accessory Pad COG Det G-3242	SF	490	90.00	44,100.00
340.31000		Decorative Median Paving (Colored and Stamped Concrete)	SF	504	15.00	7,560.00
345.01100		Adjust Exist Manhole Frame & Cover, MAG Det 422	Each	6	3,125.00	18,750.00
345.01200		Adjust Valve Box & Cover, MAG Det 391-1-A	Each	2	750.00	1,500.00
350.01800		Remove Concrete Curb & Gutter	LF	736	12.00	8,832.00
350.01801		Remove Valley Gutter	SF	747	15.00	11,205.00
350.01850		Remove Concrete Single Curb	LF	178	12.00	2,136.00
350.01900		Remove Sidewalk	SF	8,173	5.00	40,865.00
350.02501		Remove Survey Marker, Brass Cap or Rebar	Each	0.75	180.00	135.00
350.07502		Removal of Pavement, Asphalt Concrete	SY	5,611	15.00	84,165.00
350.07503		Removal of Pavement, Portland Cement Concrete	SF	1,590	5.00	7,950.00
350.32100		Remove Monument Sign	Each	1	32,000.00	32,000.00
401.01000		Traffic Control	Lump Sum	10%	1,261,926.00	126,192.60
405.01100		Survey Marker, Type A, MAG Det 120	Each	0.75	900.00	675.00
430.00000		Median Landscape and Irrigation	Lump Sum	14%	509,980.08	73,940.20
430.01201		Hydro Seeding - Native Seed Mix	Acre	1	5,000.00	5,000.00
430.42000		Decomposed Granite, 2 in Thick, MAG Det 607-1	SY	1,854	6.75	12,514.50
460.00000		Signing and Pavement Marking	Lump Sum	4%	412,942.95	16,517.72
472.00000		Traffic Signals	Lump Sum	8%	1,025,055.00	82,004.40
477.00000		Streetlighting	Lump Sum	8%	938,800.00	75,104.00

CAMELBACK ROAD
ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST
PARCEL 4

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
482.00000		ITS Systems	Lump Sum	11%	943,925.00	103,831.75
505.06505		Concrete Scupper, Detail DE, S/W=8 ft, 3-4 ft Curb Opening	Each	1	12,000.00	12,000.00
505.06513		Concrete Scupper Spillway, MAG Det 206, 3-4 ft Curb Opening	LF	9	60.00	540.00
520.01035		Safety Rail, Height 3 ft - 6 in MAG Det 145	LF	22	160.00	3,520.00
610.25000		Remove Fire Hydrant Assembly	Each	1	3,500.00	3,500.00
610.28500		Install Fire Hydrant, MAG Det 360	Each	1	5,000.00	5,000.00
		SUBTOTAL				**1,770,186.67**
		CONSTRUCTION OWNER'S CONTINGENCY		10%	177,100	177,100.00
		SUBTOTAL ESTIMATED CONSTRUCTION COST				**1,947,286.67**

CAMELBACK ROAD
ENGINEER'S ESTIMATE OF MAXIMUM PROBABLE COST
PARCEL 4

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
ADDITIONAL PROJECT CONSTRUCTION COSTS						
		CONSTRUCTION ADMINISTRATION / QA & MATERIAL TESTING		10%	1,386,874	138,687.40
		CONSTRUCTION COST CONTINGENCIES - BIDDING WITHIN 6 MONTHS		5% (1)	97,400	97,400.00
		(1) *Plans at 99% and bidding in 3 months.*				
		SUBTOTAL ADDITIONAL PROJECT CONSTRUCTION COSTS				**236,087.40**
		TOTAL CONSTRUCTION COSTS				**2,183,374.07**
DESIGN COST						
		DESIGN ENGINEERING		10%	2,093,000	209,300.00
		COG PLAN REVIEW FEES FOR PERMIT		10%	275,000	27,500.00
		TOTAL DESIGN COSTS				**236,800.00**
REAL ESTATE COST						
		RIGHT-OF-WAY - ACQUISITION (REAL PROPERTY) ❶	SQ.FT.	16,655	15.00	249,825.00
		ENGINEERING AND LEGAL FEES	L.SUM	7%	20,000.00	1,400.00
		SUBTOTAL REAL ESTATE COSTS				**251,225.00**
		REAL ESTATE COST CONTINGENCY		5%	12,600	12,600.00
		TOTAL REAL ESTATE COSTS				**263,825.00**
		❶ Includes acquisition area (R/W & PUE) for Roadway Widening to Ultimate Major Arterial				
		Note: Ordinance directs land rights to be dedicated; parcel owner will not incur Real Estate costs upon land dedication.				
		TOTAL ESTIMATED PROJECT COST				**2,683,999.07**

EXHIBIT 2

LEGAL DESCRIPTIONS AND CURRENT OWNERS OF BENEFITED PROPERTIES

LEGAL DESCRIPTION OF PARCEL 1

Exhibit "A"
LEGAL DESCRIPTION
Cost Recovery Ordinance Parcel

A portion of that certain parcel of land recorded in Document 2022-0033121, Maricopa County Records (MCR), lying within the northeast quarter of Section 19, Township 2 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the northeast corner of said Section 19, a 3-inch City of Phoenix brass cap in handhole, from which the north quarter corner of said section, a 3-inch City of Phoenix brass cap in handhole, bears North 89°56'43" West (Basis of Bearing), a distance of 2640.58 feet;
T**HENCE** along the east line of said section, South 00°32'36" West, a distance of 40.00 feet, to the **POINT OF BEGINNING;**
THENCE continuing, South 00°32'36" West, a distance of 29.27 feet, to the beginning of a curve;
THENCE leaving said east line, southerly along said curve to the right, having a radius of 2000.00 feet, concave westerly, through a central angle of 35°24'00", a distance of 1235.69 feet, to a point of intersection with a non-tangent line;
THENCE South 66°29'21" West, a distance of 764.54 feet, to the northwest corner of that certain parcel of land recorded in Document 2008-0829175, MCR;
THENCE along the west line of said certain parcel of land, South 23°00'18" East, a distance of 301.99 feet, to the northerly right-of-way line of West Charles Boulevard and a point of intersection with a non-tangent curve;
THENCE leaving said west line, along said northerly right-of-way line, southwesterly along said non-tangent curve to the left, having a radius of 13334.00 feet, concave southeasterly, whose radius bears South 23°53'38" East, through a central angle of 03°33'02", a distance of 826.28 feet, to a point of intersection with a non-tangent line;
THENCE South 67°02'39" West, a distance of 120.83 feet, to a point of intersection with a non-tangent curve;
THENCE southwesterly along said non-tangent curve to the left, having a radius of 13344.00 feet, concave southeasterly, whose radius bears South 27°57'42" East, through a central angle of 00°40'21", a distance of 156.64 feet, to a point of intersection with a non-tangent line;
THENCE North 77°48'48" West, a distance of 31.72 feet;
THENCE South 54°55'32" West, a distance of 94.04 feet;
THENCE South 12°21'43" West, a distance of 27.66 feet, to a point of intersection with a non-tangent curve;
THENCE southwesterly along said non-tangent curve to the left, having a radius of 13334.00 feet, concave southeasterly, whose radius bears South 29°13'01" East, through a central angle of 02°27'35", a distance of 572.41 feet, to the east-west mid-section line of said section and a point of intersection with a non-tangent line;
THENCE leaving said northerly right-of-way line, along said mid-section line, North 89°42'39" West, a distance of 77.45 feet, to the east line of Camelback Center at PV303, recorded in Book 1730, page 28, MCR;
THENCE leaving said mid-section line, along said east line, North 00°03'09" East, a distance of 2613.02 feet, to the northeast corner of said Camelback Center at PV303;

THENCE leaving said east line, along a line parallel with and 40 feet south of the north line of said section, South 89°56'43" East, a distance of 2640.23 feet, to the **POINT OF BEGINNING**.

EXCEPTING THEREFROM

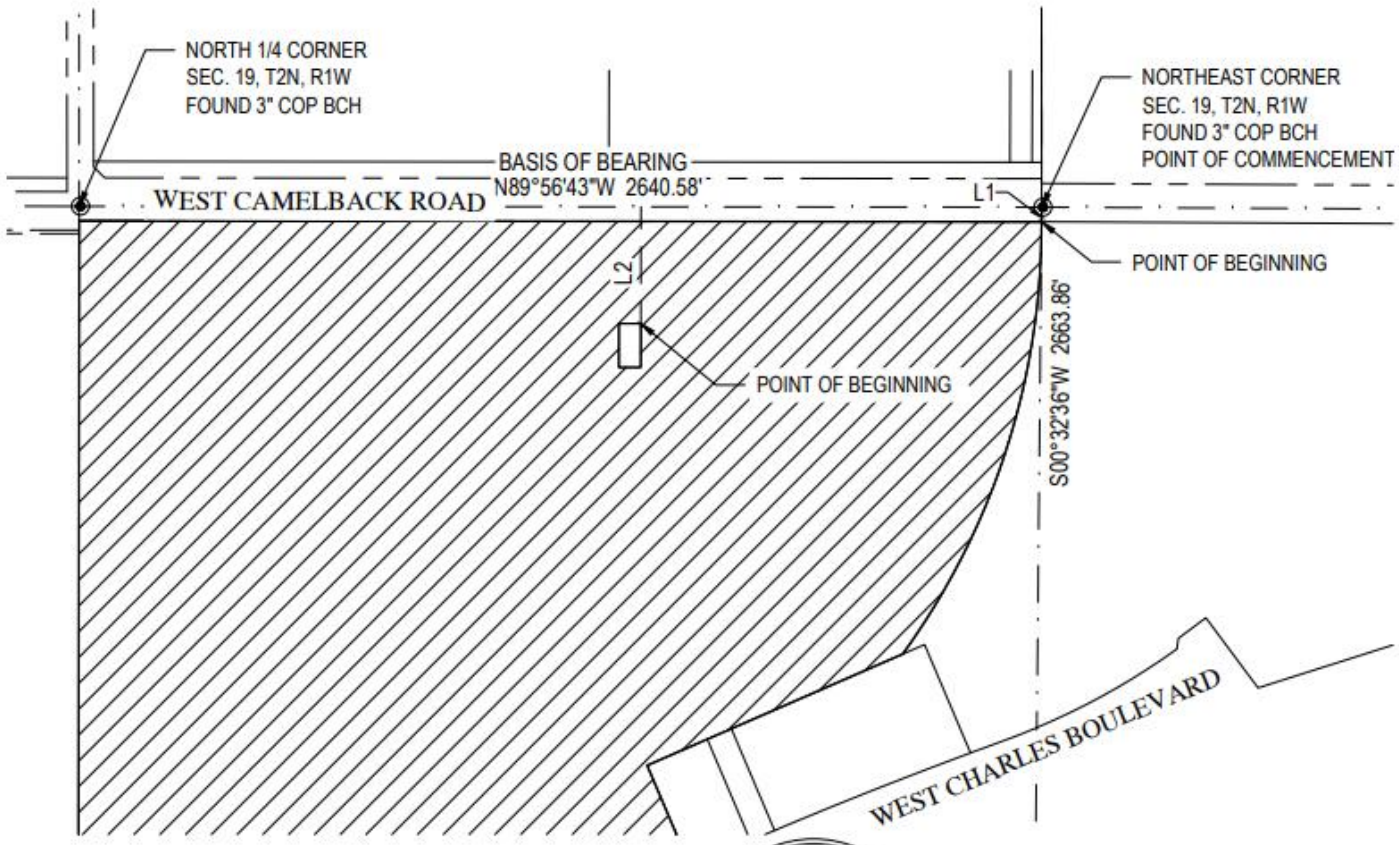
COMMENCING at the northeast corner of said Section 19;
THENCE along the north line of said section, North 89°56'43" West, a distance of 1099.47 feet;
THENCE leaving said north line, South 00°03'17" West, a distance of 320.00 feet, to the **POINT OF BEGINNING;**
THENCE continuing, South 00°03'17" West, a distance of 120.00 feet;
THENCE North 89°56'43" West, a distance of 60.00 feet;
THENCE North 00°03'17" East, a distance of 120.00 feet;
THENCE South 89°56'43" East, a distance of 60.00 feet, to the **POINT OF BEGINNING**.

Containing 4,710,987 square feet or 108.1494 acres, more or less.

Subject to existing right-of-ways and easements.
See attached Exhibit Drawing by Reference made a part hereto.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of August 2022. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

EXPIRES 12-31-26



LEGEND

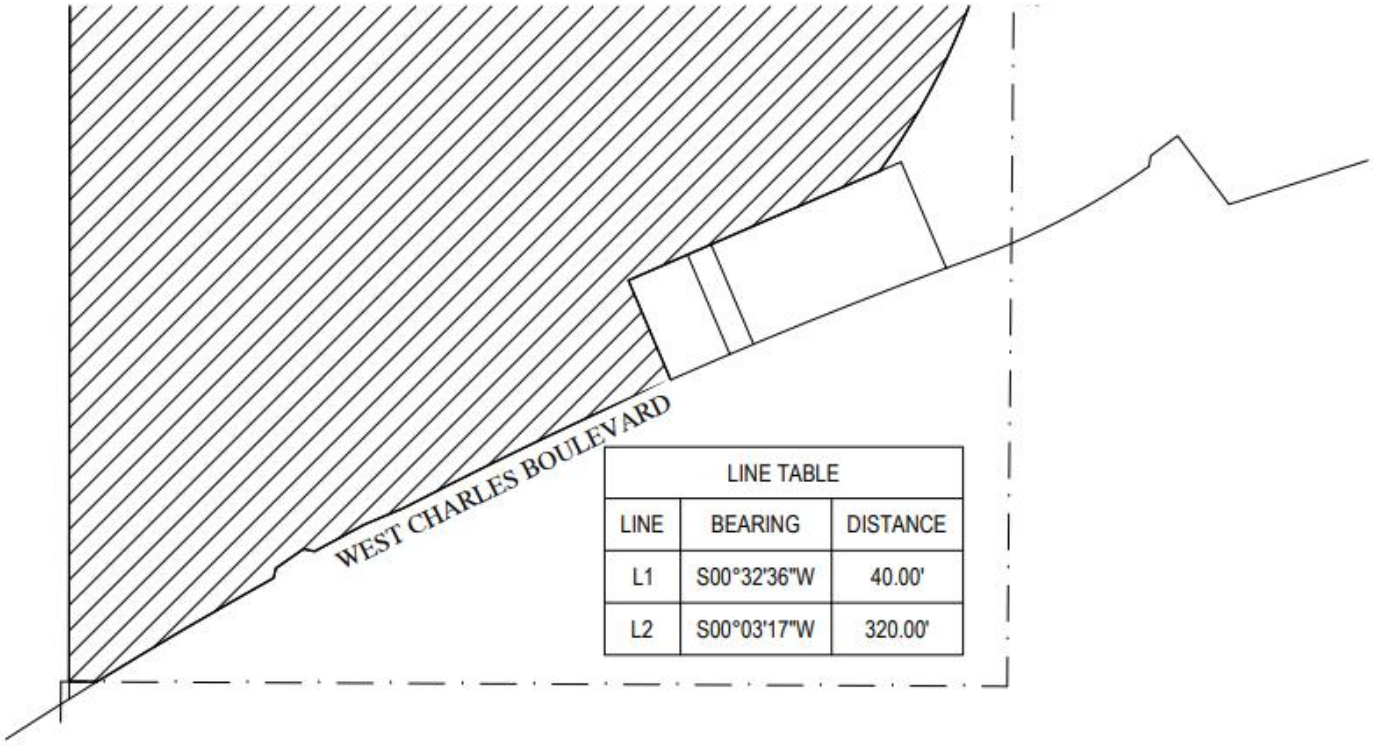
◉	SURVEY MONUMENT FOUND AS NOTED
BCH	BRASS CAP IN HANDHOLE
SEC	SECTION
COP	CITY OF PHOENIX

N

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48932
GABRIEL S.
RIOS
Date Signed 06-03-25
ARIZONA, U.S.A.

EXPIRES 12-31-26

EXHIBIT "A"
Cost Recovery Ordinance Parcel
06/03/2025
WP# 225358
PAGE 3 OF 4
NOT TO SCALE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°32'36"W	40.00'
L2	S00°03'17"W	320.00'

N

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48932
GABRIEL S.
RIOS
Date Signed 06-03-25
ARIZONA, U.S.A.

EXPIRES 12-31-26

EXHIBIT "A"
Cost Recovery Ordinance Parcel
06/03/2025
WP# 225358
PAGE 4 OF 4
NOT TO SCALE

Exhibit "A"
LEGAL DESCRIPTION
Cost Recovery Ordinance Parcel

A portion of that certain parcel of land recorded in Document 2022-0033121, Maricopa County Records (MCR), lying within the northeast quarter of Section 19, Township 2 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

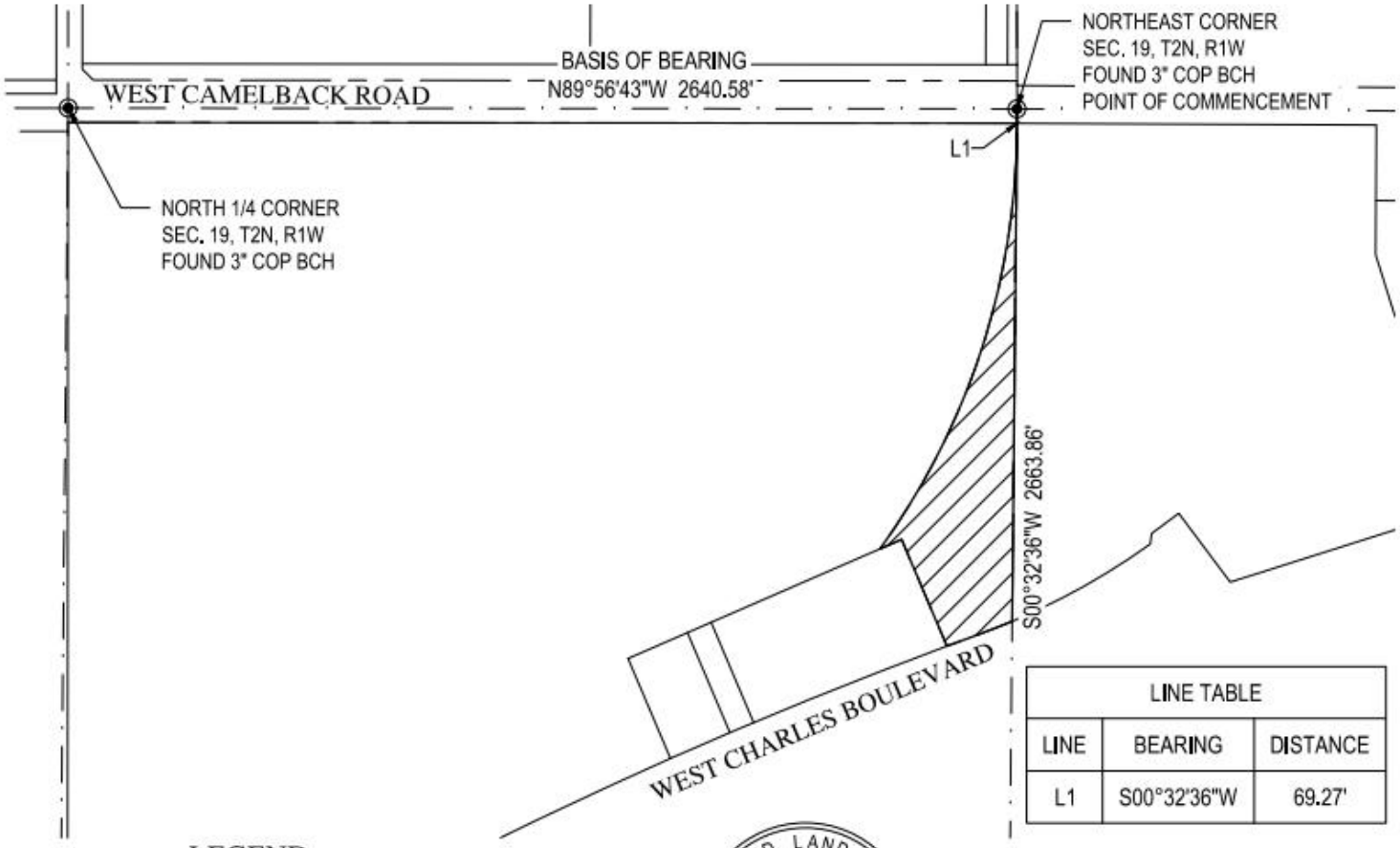
COMMENCING at the northeast corner of said Section 19, a 3-inch City of Phoenix brass cap in handhole, from which the north quarter corner of said section, a 3-inch City of Phoenix brass cap in handhole, bears North 89°56'43" West (Basis of Bearing), a distance of 2640.58 feet;
T**HENCE** along the east line of said section, South 00°32'36" West, a distance of 69.27 feet, to the **POINT OF BEGINNING;**
THENCE continuing, South 00°32'36" West, a distance of 1356.65 feet, to the northerly right-of-way line of West Charles Boulevard and a point of intersection with a non-tangent curve;
THENCE leaving said east line, along said northerly right-of-way line, westerly along said non-tangent curve to the right, having a radius of 1958.00 feet, concave northerly, whose radius bears North 22°49'50" West, through a central angle of 02°54'44", a distance of 99.52 feet, to the beginning of a reverse curve;
THENCE westerly along said reverse curve to the left, having a radius of 13334.00 feet, concave southerly, through a central angle of 00°24'30", a distance of 95.01 feet, to a point of intersection with a non-tangent line;
THENCE leaving said northerly right-of-way line, North 23°00'18" West, a distance of 322.28 feet;
THENCE South 66°29'21" West, a distance of 65.47 feet, to a point of intersection with a non-tangent curve;
THENCE northerly along said non-tangent curve to the left, having a radius of 2000.00 feet, concave westerly, whose radius bears North 54°03'24" West, through a central angle of 35°24'00", a distance of 1235.69 feet, to the **POINT OF BEGINNING**.

Containing 194,279 square feet or 4.4600 acres, more or less.

Subject to existing right-of-ways and easements.
See attached Exhibit Drawing by Reference made a part hereto.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of August 2022. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

EXPIRES 12-31-26



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°32'36"W	69.27'

LEGEND

◉	SURVEY MONUMENT FOUND AS NOTED
BCH	BRASS CAP IN HANDHOLE
SEC	SECTION
COP	CITY OF PHOENIX

N

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
48932
GABRIEL S.
RIOS
Date Signed 06-03-25
ARIZONA, U.S.A.

EXPIRES 12-31-26

EXHIBIT "A"
Cost Recovery Ordinance Parcel
06/03/2025
WP# 225358
PAGE 2 OF 2
NOT TO SCALE

LEGAL DESCRIPTION OF PARCEL 2

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND, SITUATED IN A PORTION OF SECTION 19 AND 20, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND BEING MORE COMPLETELY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 19, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 19 BEARS NORTH 89 DEGREES 58 MINUTES 24 SECONDS EAST (BASIS OF BEARINGS) - 2596.67 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 24 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 65.00 FEET;

THENCE SOUTH 00 DEGREES 12 MINUTES 43 SECONDS WEST DEPARTING SAID NORTH LINE AND BEING 65.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST CORNER OF SAID SECTION 19, A DISTANCE OF 40.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 58 MINUTES 24 SECONDS EAST BEING 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 2531.44 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 39 SECONDS EAST BEING 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 19, A DISTANCE OF 2640.74 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 04 SECONDS EAST BEING 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 999.85 FEET TO A WEST TERMINUS LINE OF CAMELBACK ROAD RIGHT-OF-WAY AS SHOWN IN THE MAP OF DEDICATION OF PALM VALLEY PHASE V RECORDED IN BOOK 720 OF MAPS, PAGE 27, MCR;

THENCE SOUTH 00 DEGREES 16 MINUTES 56 SECONDS WEST ALONG SAID WEST TERMINUS LINE AND THE WEST LINES OF TRACTS G AND H AS SHOWN IN THE FINAL PLAT OF PALM VALLEY PHASE V PARCEL 6 RECORDED IN BOOK 715 OF MAPS, PAGE 40, MCR, A DISTANCE OF 360.91 FEET;

THENCE SOUTH 17 DEGREES 34 MINUTES 42 SECONDS EAST ALONG THE WEST LINE OF SAID TRACT G, A DISTANCE OF 746.31 FEET TO THE NORTHEAST CORNER OF TRACT A AS SHOWN IN SAID FINAL PLAT OF PALM VALLEY PHASE V PARCEL 6;

THENCE SOUTH 72 DEGREES 25 MINUTES 18 SECONDS WEST ALONG THE NORTH LINE OF SAID TRACT A, A DISTANCE OF 660.79 FEET TO THE NORTHWEST CORNER OF SAME AND BEING IN THE EAST RIGHT-OF-WAY LINE OF NORTH FALCON DRIVE AS SHOWN IN SAID MAP OF DEDICATION OF PALM VALLEY PHASE V;

THENCE NORTH 36 DEGREES 47 MINUTES 10 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 239.47 FEET TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE NORTH RIGHT-OF-WAY LINE OF CHARLES BOULEVARD AS SHOWN IN SAID MAP OF DEDICATION OF PALM VALLEY PHASE V;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID CHARLES

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BOULEVARD THE FOLLOWING FOUR (4) COURSES;

SOUTH 53 DEGREES 12 MINUTES 38 SECONDS WEST, A DISTANCE OF 93.97 FEET;

SOUTH 08 DEGREES 34 MINUTES 58 SECONDS WEST, A DISTANCE OF 29.66 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1958.00 FEET, A CENTRAL ANGLE OF 15 DEGREES 49 MINUTES 05 SECONDS, AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 62 DEGREES 10 MINUTES 37 SECONDS WEST -538.84 FEET;

CONTINUE IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 540.56 FEET TO A POINT OF CURVATURE OF A REVERSE CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 13334.00 FEET, A CENTRAL ANGLE OF 3 DEGREES 12 MINUTES 08 SECONDS, AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 68 DEGREES 29 MINUTES 06 SECONDS WEST - 745.11 FEET;

CONTINUE IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE TO THE LEFT, A DISTANCE OF 745.21 FEET TO THE SOUTHEAST CORNER OF LITCHFIELD PARK SERVICE COMPANY RECORDED IN DOCUMENT NO. 2008-0829175, MCR;

THENCE NORTH 23 DEGREES 00 MINUTES 02 SECONDS WEST NON-TANGENT TO SAID CURVE, DEPARTING SAID NORTH RIGHT-OF-WAY LINE AND CONTINUE ALONG THE EAST LINE OF SAID LITCHFIELD PARK SERVICE COMPANY TRACT, A DISTANCE OF 302.00 FEET TO THE NORTHEAST CORNER OF SAME;

THENCE SOUTH 66 DEGREES 29 MINUTES 37 SECONDS WEST ALONG THE NORTH LINE OF SAID LITCHFIELD PARK SERVICE COMPANY TRACT, A DISTANCE OF 180.01 FEET TO THE NORTHWEST CORNER OF SAME;

THENCE SOUTH 23 DEGREES 00 MINUTES 02 SECONDS EAST ALONG THE WEST LINE OF SAID LITCHFIELD PARK SERVICE COMPANY TRACT, A DISTANCE OF 301.99 FEET TO THE SOUTHWEST CORNER OF SAME AND BEING IN THE NORTH RIGHT-OF-WAY LINE OF SAID CHARLES BOULEVARD, SAID POINT BEING A POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 13334.00 FEET, A CENTRAL ANGLE OF 3 DEGREES 33 MINUTES 02 SECONDS, AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 64 DEGREES 20 MINUTES 06 SECONDS WEST - 826.18 FEET;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID NORTH RIGHT-OF-WAY LINE THE FOLLOWING TEN (10) COURSES;

CONTINUE IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE TO THE LEFT, A DISTANCE OF 826.31 FEET;

SOUTH 67 DEGREES 03 MINUTES 08 SECONDS WEST NON-TANGENT TO SAID CURVE, A DISTANCE OF 120.73 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 13344.00 FEET, A CENTRAL ANGLE OF 0 DEGREES 40 MINUTES 25 SECONDS, AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 61 DEGREES 42 MINUTES 22 SECONDS WEST - 156.89 FEET;

CONTINUE IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE TO THE LEFT, A DISTANCE OF 156.90 FEET;

NORTH 77 DEGREES 48 MINUTES 00 SECONDS WEST NON-TANGENT TO SAID CURVE, A DISTANCE OF 31.69 FEET;

SOUTH 54 DEGREES 58 MINUTES 18 SECONDS WEST, A DISTANCE OF 94.04 FEET;

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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EXHIBIT "A"
Legal Description

SOUTH 12 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 27.58 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 13334.00 FEET, A CENTRAL ANGLE OF 5 DEGREES 57 MINUTES 48 SECONDS, AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 57 DEGREES 48 MINUTES 21 SECONDS WEST - 1387.20 FEET;

CONTINUE IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE TO THE LEFT, A DISTANCE OF 1387.83 FEET;

SOUTH 59 DEGREES 18 MINUTES 32 SECONDS WEST NON-TANGENT TO SAID CURVE, A DISTANCE OF 120.92 FEET TO A POINT OF CURVATURE OF A NON-TANGENT CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 13344.00 FEET, A CENTRAL ANGLE OF 0 DEGREES 38 MINUTES 40 SECONDS, AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 53 DEGREES 59 MINUTES 03 SECONDS WEST - 150.10 FEET;

CONTINUE IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE TO THE LEFT, A DISTANCE OF 150.10 FEET;

NORTH 81 DEGREES 35 MINUTES 16 SECONDS WEST NON-TANGENT TO SAID CURVE, A DISTANCE OF 29.80 FEET TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE EAST RIGHT-OF-WAY LINE OF NORTH PEBBLECREEK PARKWAY AS SHOWN IN THE FINAL PLAT OF PV303 EAST - PHASE A RECORDED IN BOOK 1260 OF MAPS, PAGE 15, MCR;

THENCE IN A NORTHERLY DIRECTION ALONG THE EAST RIGHT-OF-WAY LINE OF SAID PEBBLECREEK PARKWAY THE FOLLOWING FIVE (5) COURSES;

NORTH 36 DEGREES 55 MINUTES 24 SECONDS WEST, A DISTANCE OF 917.09 FEET;

NORTH 36 DEGREES 07 MINUTES 53 SECONDS WEST, A DISTANCE OF 199.92 FEET;

NORTH 36 DEGREES 47 MINUTES 09 SECONDS WEST, A DISTANCE OF 1333.76 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1035.00 FEET, A CENTRAL ANGLE OF 36 DEGREES 59 MINUTES 52 SECONDS, AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 18 DEGREES 17 MINUTES 13 SECONDS WEST - 656.78 FEET;

CONTINUE IN A NORTHWESTERLY DIRECTION ALONG SAID CURVE TO THE RIGHT, A DISTANCE OF 668.33 FEET;

NORTH 00 DEGREES 12 MINUTES 43 SECONDS EAST TANGENT TO SAID CURVE AND BEING 65.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 19, A DISTANCE OF 622.78 FEET TO THE POINT OF BEGINNING;

EXCEPT ANY PORTION LYING WITHIN SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

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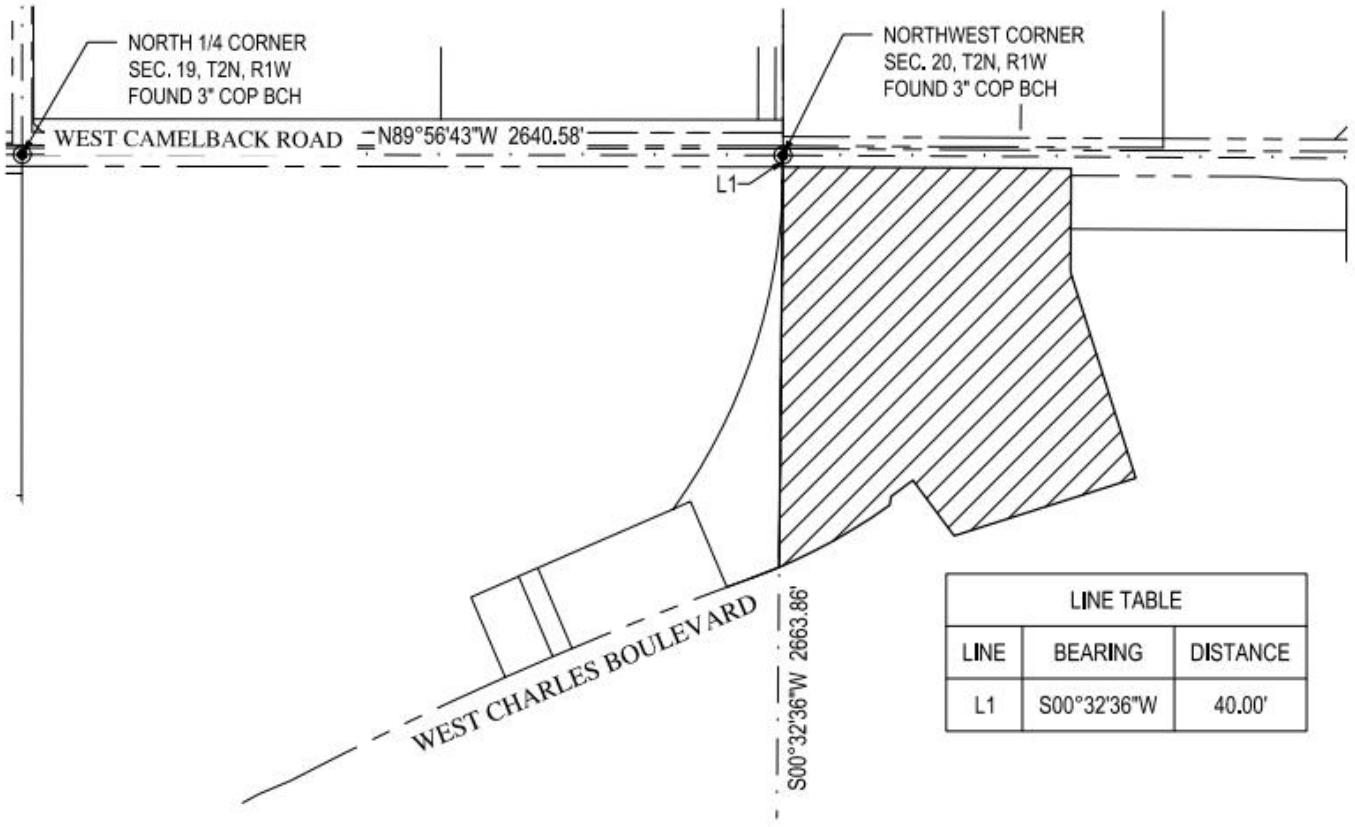


LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°32'36"W	40.00'

LEGEND

◉	SURVEY MONUMENT FOUND AS NOTED
BCH	BRASS CAP IN HANDHOLE
SEC	SECTION
COP	CITY OF PHOENIX

N

EXHIBIT "A"

Cost Recovery Ordinance Parcel
06/27/2025
WP# 225358
PAGE 1 OF 1
NOT TO SCALE

LEGAL DESCRIPTION OF PARCEL 3

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

Tract G and H, Palm Valley Phase V, Parcel 6, according to Book 715 of Maps, Page 40,and Affidavit of Correc4on recorded May 27, 2025 in Document No. 2005-708654, records of Maricopa County, Arizona.

Non-Order Search
Doc: AZMAR:MPLT 715-00040

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Page 1 of 7

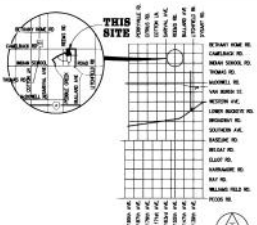
Requested By: k zabit, Printed: 9/12/2023 8:11 AM

FINAL PLAT

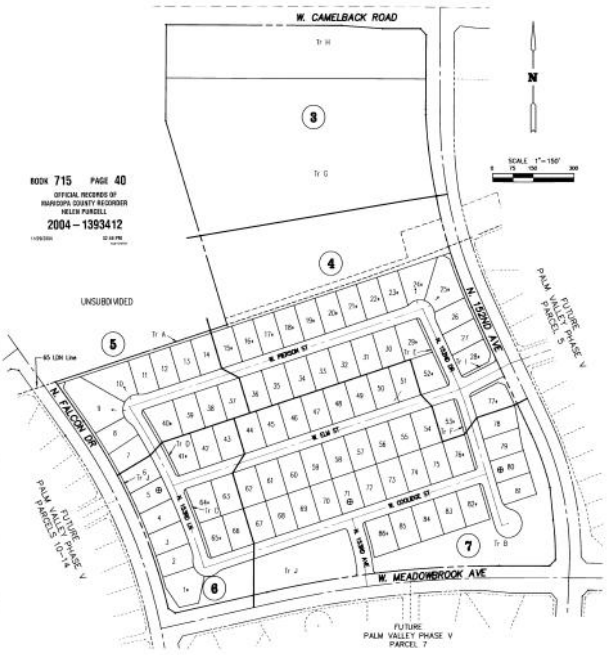
FOR

PALM VALLEY PHASE V
PARCEL 6

A PROPOSED SUBDIVISION LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 20, T-2-N, R-1-W, OF THE GILA AND SALT RIVER BASE AND MERIDIAN MARICOPA COUNTY, ARIZONA



BOOK 715 PAGE 40
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER
HELEN PURCELL
2004 – 1393412



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

That SunCor Development Company, an Arizona Corporation, as Owners, have Subdivided Under the Name of "Palm Valley Phase V – Parcel 6", a Subdivision of a Part of Section 20, Township 2 North, Range 1 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona, as Shown Plotted Hereon and Hereby Publishes this Plat as and for the Plat of said "Palm Valley Phase V – Parcel 6", and Hereby Declares that Said Plat Sets Forth the Location and Gives the Dimensions of the Lots, Streets, Tracts and Easements Constituting Same and that each Lot, Street and Tract Shall be Known by the Number, Name or Letter Given each Respectively on Said Plat and That SunCor Development Company, an Arizona Corporation, as Owners, Hereby Dedicates to the City of Goodyear for Use as Such, the Streets and the Public Utility Easements as Shown on Said Plat and Included in the Above Described Premises. Tracts are dedicated for the Purposes Listed in the Tract Table Shown Hereon.

In Witness Hereof:

SunCor Development Company, an Arizona Corporation, as Owner, has Hereunto Caused Its Corporate Name to be Affixed and the Same to be Attested by the Signature of the Undersigned Officer Thereunto Duly Authorized This 28th Day of October 2004.

SunCor Development Company,
an Arizona Corporation

By: _____
Its: Vice President

ACKNOWLEDGMENTS

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

On this 28th Day of October 2004 Before me the Undersigned Officer Appeared Stan T. Ellingson Who Acknowledged Himself to be the Vice President of SunCor Development Company, An Arizona Corporation, and Acknowledged that He, as Vice President Being Duly Authorized so to do, Executed the Foregoing Instrument for the Purposes Contained Therein by Signing the Name of the Corporation, as Owner, by Himself as Vice President.

In Witness Whereof I Hereunto Set my Hand and Official Seal.

By: Yolanda E. Hunter My Commission Expires: 1/6/2010
Notary Public

APPROVAL

Approved by the Council of the City of Goodyear, Arizona this 27 Day of September 2004.

By: _____ Attest: _____
Mayor Clerk

By: _____
City Engineer

CERTIFICATION

I, Dennis F. Keogh, Hereby Certify that I am a Registered Land Surveyor in the State of Arizona, that this Map, Consisting of 7 Sheets Correctly Represents a Boundary Survey Made Under My Supervision During the Month of May, 2004 that the Survey is True and Complete as Shown, meets the minimum standards for Arizona Land Boundary Surveys, All Monuments Shown Actually Exist as Shown, Their Positions are Correctly Shown and that Said Monuments are Sufficient to Enable the Survey to be Retraced.

By: _____
Registered Land Surveyor

HOMEOWNER'S ASSOCIATION RATIFICATION

By this Ratification, Stan T. Ellingson, duly elected President of Palm Valley Phase V Homeowner's Association, Acknowledges the responsibilities Dedicated herein.

_____ 10/28/2004
Name Date

715 40

ACKNOWLEDGMENTS

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

On this 28th Day of October 2004 Before me the Undersigned Officer Appeared Stan T. Ellingson Who Acknowledged Himself to be the President of Palm Valley Phase V Homeowner's Association, and Acknowledged that He, as President Being Duly Authorized so to do, Executed the Foregoing Instrument for the Purposes Contained Therein by Signing the Name of the Corporation, as Owner, by Himself as President.

In Witness Whereof I Hereunto Set my Hand and Official Seal.

By: Yolanda E. Hunter My Commission Expires: 1/6/2010
Notary Public

NOTES

1. No structure of any kind be constructed or any vegetation to be planted nor be allowed to grow within the drainage easement area or area which would impede the flow of water over, under or through the easement or area. The City of Goodyear may, if it so desires, construct and/or maintain drainage facilities on or under the land in the Easement or areas. Walls may cross over Drainage Easement area if openings are provided to allow the flow of water.
2. All new or relocated utilities will be placed underground.
3. All Easements are subordinate to the Drainage Easement.
4. Structures and landscaping within a triangle measuring 33'x33' along the property line will be maintained clear of landscaping, signs, or other visibility obstructions between 2 feet and 7 feet in height, and 6 inches maximum width or diameter.
5. No structure of any kind shall be constructed or placed within a P.U.E. except: utilities, wood, wire, or removable section type fencing; asphalt or concrete paving; and/or appropriate landscaping. It shall be further understood that the City of Goodyear shall not be required to replace any obstruction, paving, or planting that must be removed during the course of maintenance, construction, or reconstruction. However, during the course of maintenance, construction, or reconstruction, the City of Goodyear will use reasonable care and consideration of existing landscaping. It is further understood that all persons, other than the City of Goodyear, shall be required to replace any obstructions, paving or planting that must be removed during the course of maintenance, construction or reconstruction.
6. This parcel is subject to attendant noise, vibration, dust, and/or other effects that may be caused by over flights and by the operation of aircraft landing at, or taking off from Phoenix–Goodyear Airport and Luke Air Force base.
7. Set 1/2" Rebar on each lot corner unless otherwise noted.
8. Tracts A – F & I – J will be Owned and Maintained by the Palm Valley Phase V Community Association.
9. The following lots shall be single story houses; 28, 29, 40, 41, 52, 53, 64, 65, 76, 77, 82, 86.
10. If an Easement lies within the boundary of a Lot, maintenance of the easement is the responsibility of the Homeowner, unless noted otherwise.
11. Palm Valley Phase V is adjacent to agricultural uses and may therefore be subject to noise, dust, and odors associated with such a use.
12. At T-intersections (three-way intersections) the non-living space side of the house shall be positioned on the lot in order to avoid headlight intrusion into living areas. (Lots 3, 71, & 85.)
13. Driveways on key lots are to be located on the side of the lot opposite the adjacent rear lot line.
14. Driveways on corner lots are to be located on the side of the lot furthest from the street intersection.
15. This development is in proximity to the Arizona Motor Sports Park, generally located at Camelback Road & Reems Road, therefore, subject to potential noise intrusion if the use is ever reactivated in the future.
16. Tract G will be Maintained by its Owner.
17. Tract H will be Maintained by the Owner of Tract G.

LEGEND

P.U.E. Public Utility Easement
V.N.A.E. Vehicular Non-Access Easement
L.E. Landscape Easement
F.E. Fence Easement
D.E. Drainage Easement
★ Corner of this Subdivision
——— Subdivision Boundary
——— Right of Way Point
——— Brass Cap at Street Intersection
58▪ Single Story – See Note 9.
⊕ T-Intersection Lot – See Note 12
(58) Sheet Number

LEGAL DESCRIPTION

See Sheet 2 for Legal Description.

OWNER / DEVELOPER

SunCor Development Company
14130 W. McDowell Road
Suite # A-107
Phoenix, AZ 85338
Phone: (623) 935-0600
Attn: Palm Valley Development

TRACT TABLE

Tract	Area	Description
A	6,392	Open Space, PUE, Drainage, LS & Sidewalk
B	109,429	Open Space, PUE, Drainage, LS & Sidewalk
C	2,537	Open Space, PUE, Drainage, LS & Sidewalk
D	2,590	Open Space, PUE, Drainage, LS & Sidewalk
E	2,568	Open Space, PUE, Drainage, LS & Sidewalk
F	2,543	Open Space, PUE, Drainage, LS & Sidewalk
G	683,731	Future Commercial
H	174,448	Open Space, PUE, Drainage, LS, Sidewalk & Camelback Road Channel
I	8,793	Open Space, PUE, Drainage, LS & Sidewalk
J	87,492	Open Space, PUE, Drainage, LS & Sidewalk

Total Tract Area 1,077,713 sf (24.74 Ac)

UTILITIES

Water – Litchfield Park Service Co.
Sewer – Litchfield Park Service Co.
Electric – Arizona Public Service
Telephone – Qwest
Gas – Southwest Gas
Solid Waste – City of Goodyear
Fire – City of Goodyear
Police – City of Goodyear
Cable TV – Cox Cable

CERTIFICATE OF ASSURED WATER SUPPLY

Palm Valley Phase V Parcel 6 is Within the Service Area of Litchfield Park Service Company and has been Granted a Certificate of Assured Water Supply from the Arizona Department of Water Resources.

Michael D. Weber, Manager
Litchfield Park Service Company

11-19-04
Date

FINAL PLAT
PALM VALLEY PHASE V
PARCEL 6

Sheet 1 of 7
No. Lots – 86
Gross Area – 53.18 Acres

Keogh Engineering, Inc.
1999 W. LITCHFIELD ROAD · SUITE 130 · GOODYEAR, AZ 85338
PHONE (623) 535-1588 · FAX (623) 535-1585

JOB NO. 10427 MAP NO. E-10427

AutoCad Version: 16.0
Logo Name: AMC4053

File Path: L:\Projects\10427-PV 5\Civil\PVP5_508 FP1.dwg
Plot Date / Time: 10/21/04 11:48am Layout Name: Sheet 1

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Non-Order Search
Doc: AZMAR:MPLT 715-00040

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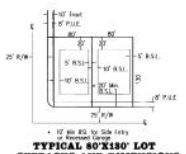
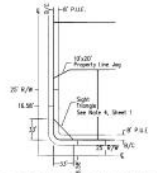
Page 2 of 7



TYPICAL 60'X130' LOT SETBACKS AND DIMENSIONS



TYPICAL SIGHT TRIANGLE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S17°25'13"E	49.08'
L2	S17°25'13"E	49.08'
L3	S89°57'59"E	11.72'
L4	S89°57'59"E	11.72'
L5	N17°48'48"E	23.17'
L6	S17°20'24"E	28.28'
L7	N18°39'36"E	28.28'
L8	S8°18'47"E	28.64'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	Tan
C1	1520.00'	2°04'57"	55.15'	27.58'
C2	30.00'	65°02'00"	34.05'	19.41'
C3	30.00'	240°00'00"	209.44'	89.69'
C4	12.00'	90°00'00"	18.85'	12.00'
C5	12.00'	90°00'00"	18.85'	12.00'
C6	12.00'	91°13'28"	28.36'	13.61'
C7	12.00'	88°46'32"	18.76'	11.53'
C8	12.00'	84°19'41"	17.66'	10.87'
C9	12.00'	90°00'00"	18.85'	12.00'
C10	12.00'	81°14'48"	17.02'	10.28'
C11	30.00'	24°31'12"	23.57'	12.00'
C12	30.00'	24°31'12"	23.57'	12.00'
C13	12.00'	108°05'22"	22.22'	15.95'
C14	12.00'	90°00'00"	18.85'	12.00'
C15	12.00'	90°00'00"	18.85'	12.00'
C16	12.00'	90°00'00"	18.85'	12.00'
C17	12.00'	20°07'44"	18.00'	12.24'
C18	12.00'	97°36'33"	20.44'	13.11'
C19	12.00'	80°41'44"	16.90'	10.19'
C20	30.00'	25°17'24"	24.28'	12.34'
C21	12.00'	88°20'24"	18.73'	11.80'
C22	30.00'	25°17'24"	24.28'	12.34'
C23	30.00'	24°31'12"	23.57'	12.00'
C24	30.00'	130°18'48"	146.09'	251.24'
C25	30.00'	130°18'48"	136.26'	119.27'
C26	1520.00'	1°31'04"	26.20'	10.10'
C27	970.00'	1°56'48"	19.76'	9.78'
C28	965.00'	1°50'19"	31.10'	15.58'
C29	965.00'	4°06'08"	67.41'	33.72'
C30	970.00'	2°17'01"	38.70'	19.09'
C31	2032.00'	6°38'04"	235.26'	117.78'
C32	30.00'	138°26'56"	130.94'	145.12'
C33	30.00'	24°31'12"	23.57'	12.00'
C34	540.00'	7°21'16"	69.31'	34.70'
C35	530.00'	10°37'22"	98.26'	49.27'
C36	470.00'	10°37'22"	87.14'	43.68'
C37	12.00'	89°24'23"	18.72'	11.88'
C38	12.00'	89°24'23"	18.72'	11.88'
C39	2032.00'	6°47'01"	240.64'	120.46'

LOT SUMMARY TABLE						
Lot Width	Lot Depth	Lot Area	Setbacks			Number of Lots
			Front *	Rear	Sides	
80'	130' min	10,400 sf min	20'/10' *	20'	5'/10'	88

* 10' Min BSL for Side Entry or Recessed Garage

LEGAL DESCRIPTION

A portion of the West half of Section 20, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona and more particularly described as follows:

Beginning at the Northwest corner of said Section 20; thence South 89° 43' 35" East and along the North line of said Section 20, a distance of 1000.00 feet; thence South 0° 16' 25" West, a distance of 65.00 feet to the TRUE POINT OF BEGINNING of the herein described parcel; thence South 89° 43' 35" East parallel to and 65.00 feet South of the North line of said Section 20, a distance of 645.91 feet; thence South 85° 54' 44" East, a distance of 150.33 feet; thence South 89° 43' 35" East parallel to and 75.00 feet South of the North line of said Section 20, a distance of 140.00 feet; thence South 44° 43' 35" East, a distance of 29.70 feet; thence South 0° 16' 25" West, a distance of 260.25 feet to a point of curve, concave Easterly, having a radius of 1552.00 feet; thence Southerly along the arc of said curve, through a central angle of 0° 41' 32", an arc length of 18.75 feet to a point on a curve, concave Northeasterly, having a radius of 1522.96 feet and whose center bears North 83° 21' 50" East from the last described point; thence Southeasterly along the arc of said curve, through a central angle of 10° 14' 42", an arc length of 290.20 feet to a point on a curve, concave Northeasterly, having a radius of 1542.00 feet and whose center bears North 78° 50' 19" East from the last described point; thence Southeasterly along the arc of said curve, through a central angle of 15° 10' 43", an arc length of 408.50 feet to a point of tangency; thence South 26° 20' 24" East, a distance of 492.54 feet to a point on a curve, concave Southeasterly, having a radius of 958.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 11° 55' 26", an arc length of 199.37 feet to a point of non-tangency; thence South 5° 59' 31" East, a distance of 115.10 feet to a point on a curve, concave Southwesterly, having a radius of 948.00 feet and whose center bears South 82° 28' 55" West from the last described point; thence Southeasterly along the arc of said curve, through a central angle of 8° 28' 13", an arc length of 140.15 feet to a point of non-tangency; thence South 45° 48' 43" West, a distance of 30.10 feet; thence North 89° 57' 48" West, a distance of 183.59 feet to a point of a curve, concave Southeasterly, having a radius of 4042.00 feet; thence Southwesterly, along the arc of said curve, through a central angle of 12° 12' 42", an arc length of 861.49 feet; thence South 77° 49' 33" West, a distance of 345.36 feet; thence North 57° 56' 28" West, a distance of 30.12 feet to a point on a curve, concave Southeasterly, having a radius of 1842.00 feet and whose center bears South 75° 51' 57" West from the last described point; thence Northwesterly along the arc of said curve, through a central angle of 22° 39' 33", an arc length of 728.38 feet to a point of tangency; thence North 36° 47' 28" West, a distance of 172.17 feet; thence North 72° 24' 47" East, a distance of 660.90 feet; thence North 17° 35' 13" West, a distance of 746.31 feet; thence North 0° 16' 25" East, a distance of 335.91 feet to the TRUE POINT OF BEGINNING.

LOT AREA TABLE			
Lot No	Area (s.f.)	Lot No	Area (s.f.)
1	14,180	51	11,060
2	10,315	52	12,380
3	10,049	53	11,063
4	10,650	54	11,116
5	10,851	55	11,116
6	10,851	56	11,116
7	10,851	57	11,116
8	10,504	58	11,116
9	23,908	59	11,116
10	15,647	60	11,116
11	10,331	61	11,116
12	10,400	62	11,116
13	10,400	63	11,116
14	10,400	64	10,680
15	10,400	65	10,963
16	10,400	66	10,884
17	10,400	67	11,116
18	10,400	68	11,116
19	10,400	69	11,116
20	10,400	70	11,116
21	10,400	71	11,116
22	10,400	72	11,116
23	10,382	73	11,116
24	13,040	74	11,116
25	16,876	75	11,116
26	10,466	76	11,116
27	10,400	77	12,088
28	10,282	78	11,367
29	12,434	79	10,817
30	11,133	80	10,400
31	11,133	81	10,513
32	11,133	82	11,840
33	11,133	83	11,201
34	11,133	84	11,201
35	11,133	85	11,201
36	11,133	86	11,842
37	11,133		
38	11,133		
39	11,133		
40	12,629		
41	13,164		
42	11,065		
43	11,065		
44	11,065		
45	11,065		
46	11,065		
47	11,065		
48	11,065		
49	11,065		
50	11,065		

BOOK 715 PAGE 40
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
2004-1393412
11/29/2004

715-40

FINAL PLAT
PALM VALLEY PHASE V
PARCEL 6

Sheet 2 of 7
No. Lots = 86
Gross Area = 53.18 Acres

Keogh Engineering, Inc.
1316 N LITCHFIELD ROAD - SUITE 130 - GOODYEAR AZ 85338
PHONE (623) 536-7700 - FAX (623) 536-7702

JOB NO. 19477 MAP NO. E-19477

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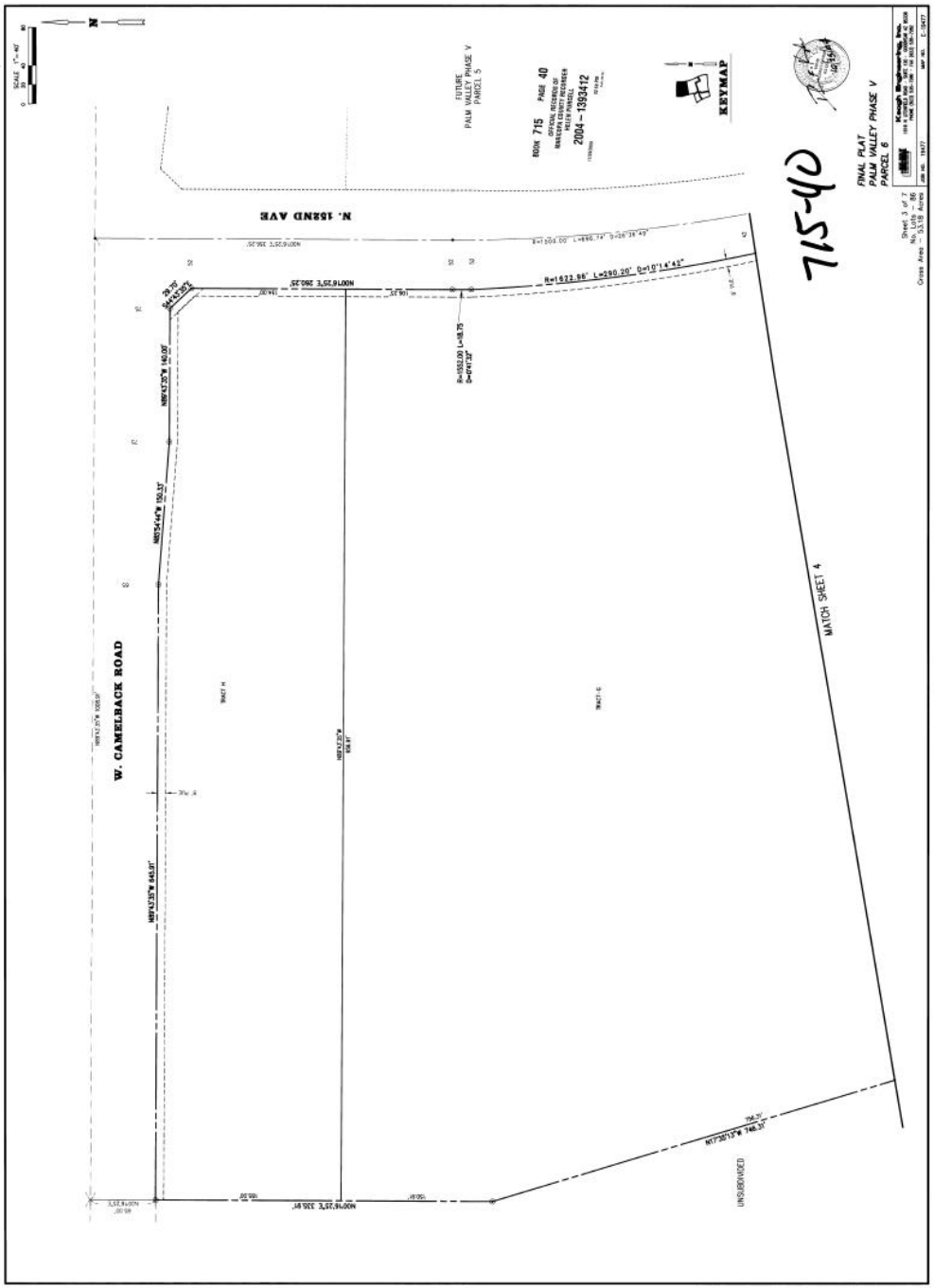
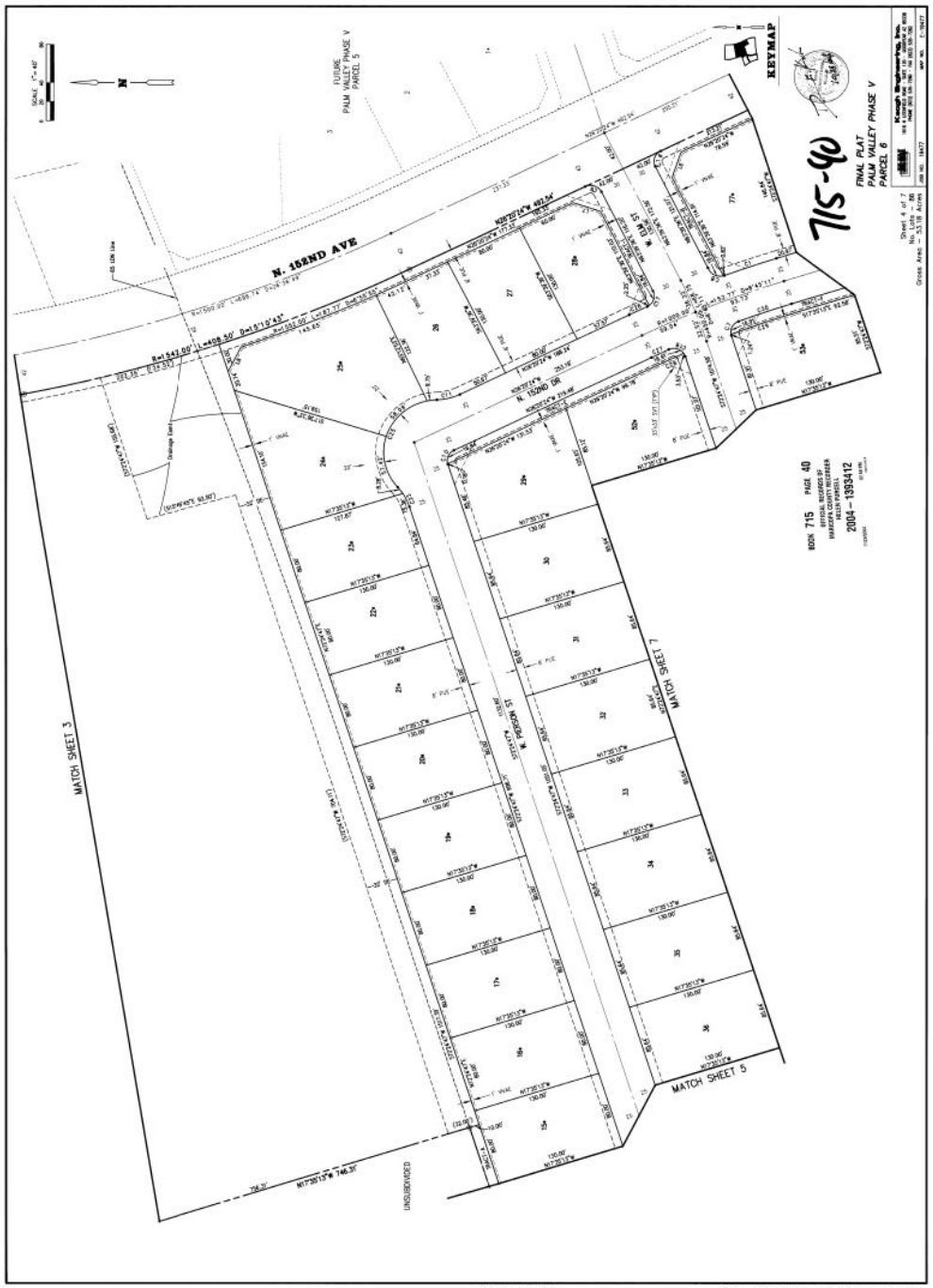


This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



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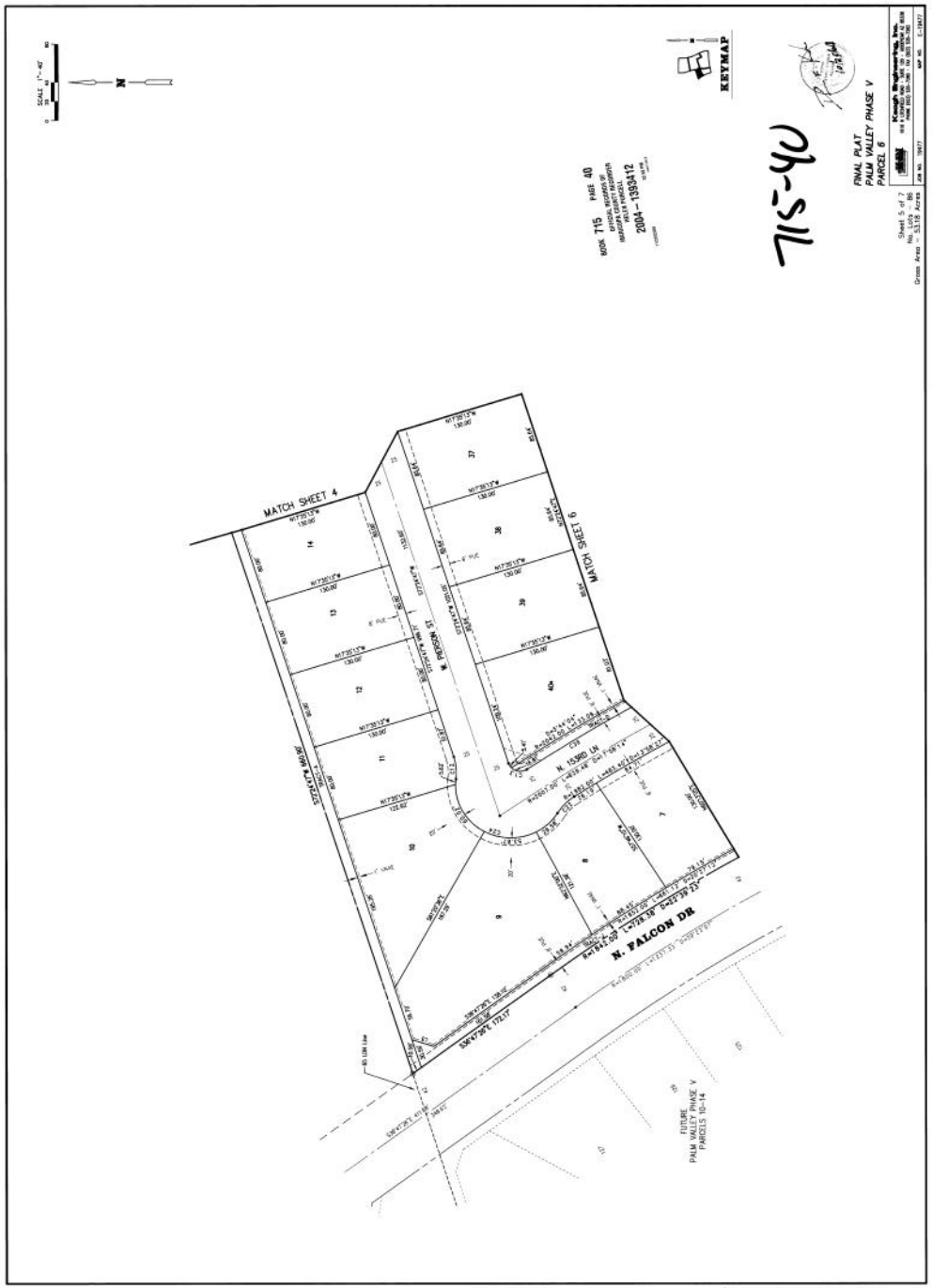

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Non-Order Search
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Page 6 of 7

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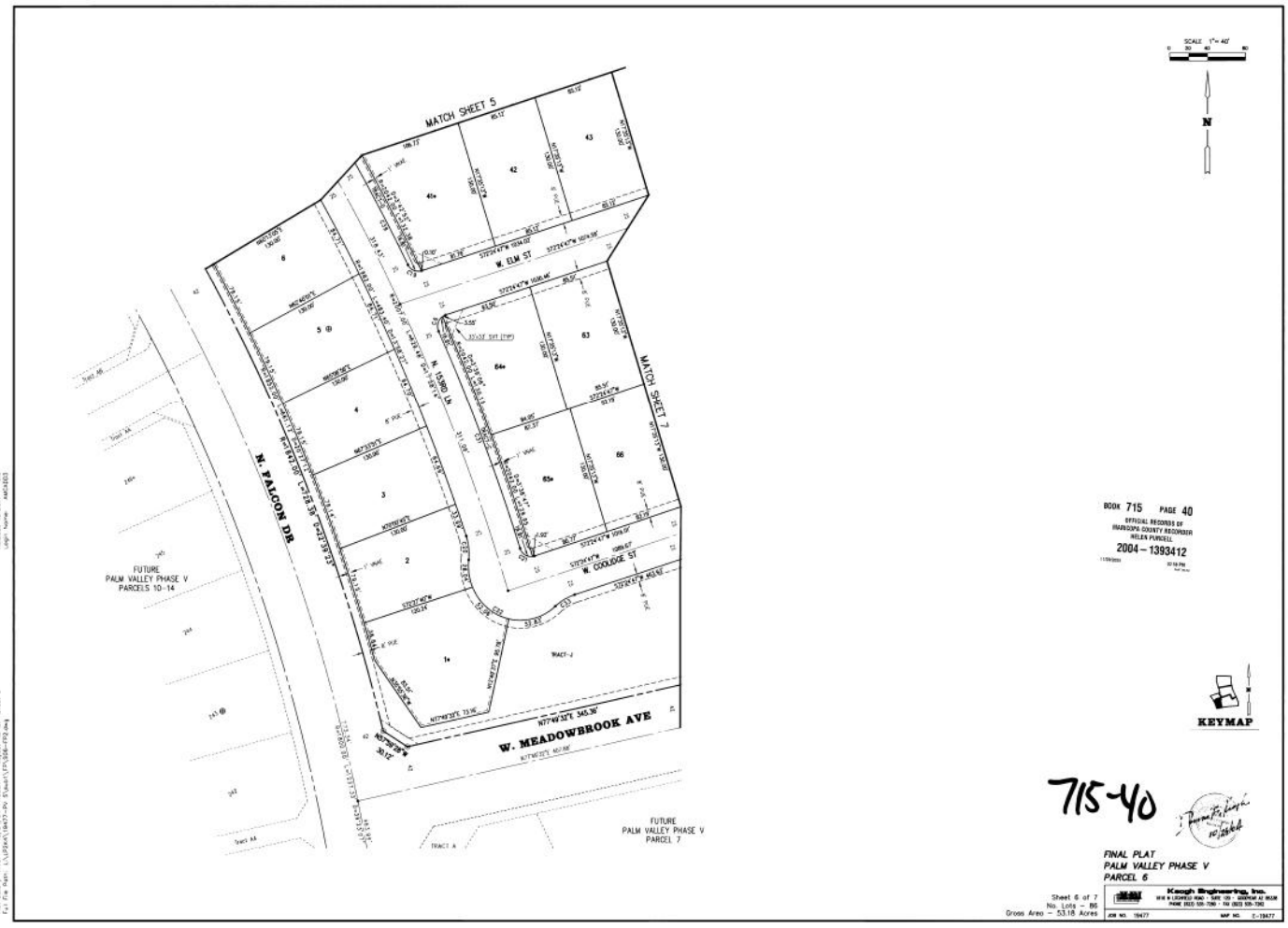
MATCH SHEET 5
MATCH SHEET 7
W. ELM ST
W. COOLIDGE ST
W. MEADOWBROOK AVE
N. FALCON DR
N. 153RD LN
FUTURE
PALM VALLEY PHASE V
PARCELS 10-14
FUTURE
PALM VALLEY PHASE V
PARCEL 7
TRACT J
TRACT A
TRACT AA
N77°49'32"E 345.38'
S77°49'32"W 463.62'
S77°49'32"W 1074.58'
S77°24'47"W 1074.58'
S77°24'47"W 1035.46'
S77°24'47"W 1099.67'
S77°24'47"W 463.62'
S77°24'47"W 85.12'
S77°24'47"W 85.12'
S77°24'47"W 85.12

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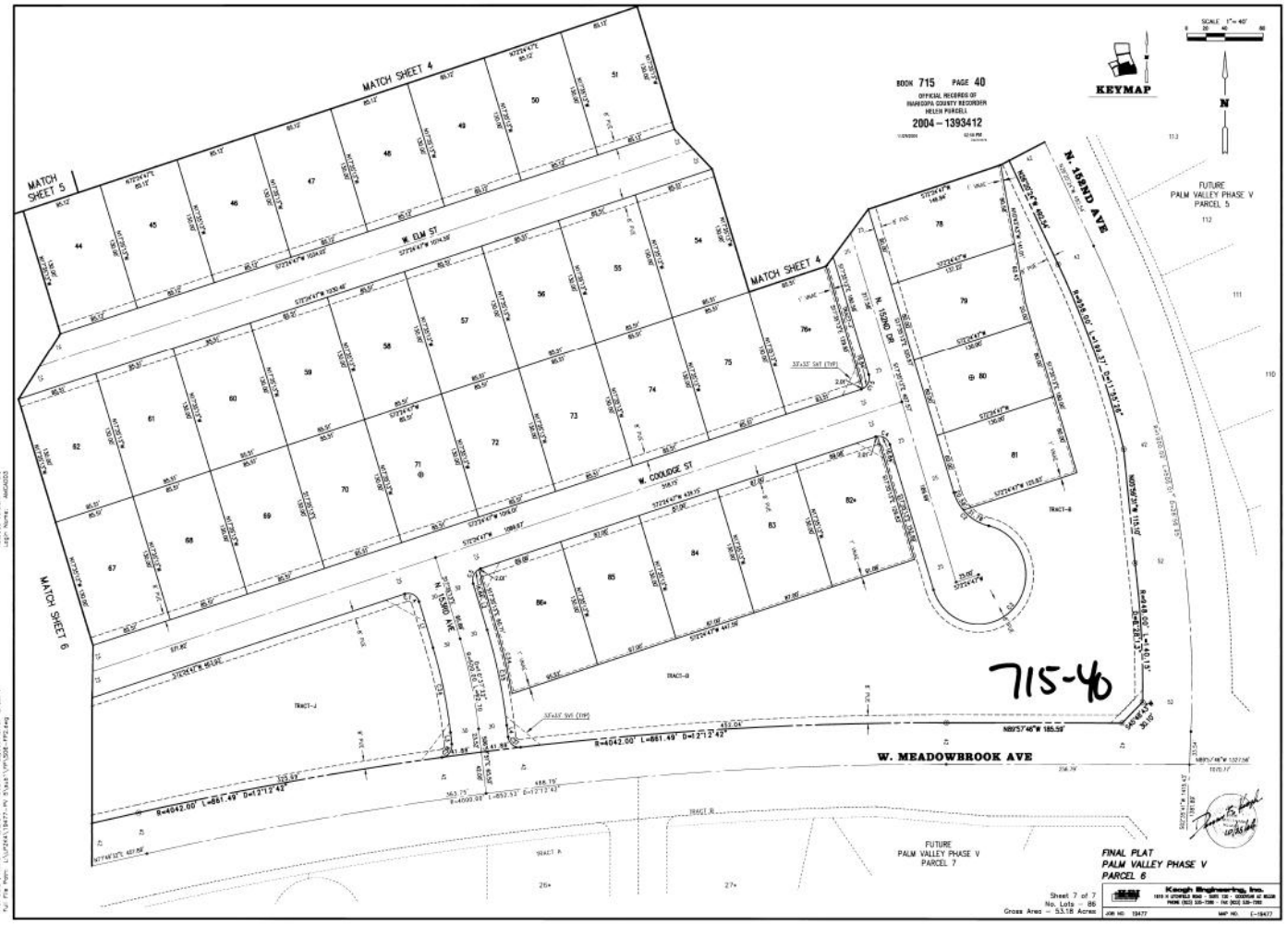

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Unofficial Document

HELEN PURCELL
2005-0708654 05/27/05 09:06
3 OF 6

WHEN RECORDED MAIL TO:
KEOGH ENGINEERING, INC.
14150 W. MCDOWELL ROAD
GOODYEAR, ARIZONA 85338

AFFIDAVIT OF CORRECTION
PALM VALLEY PHASE V PARCEL 6

This is to certify that I, Dennis F. Keogh, a principal of the firm of Keogh Engineering, Inc. 14150 W. McDowell Road, Goodyear, Arizona 85338, said firm having prepared the subdivision plat of PALM VALLEY PHASE V PARCEL 6, said subdivision plat having been duly recorded in Maricopa County Recorders office in Book 715 of Maps, Page 40, records of Maricopa County, Arizona, hereby publishes this Affidavit of Correction "to correct Note 9 on Sheet 1 to read as follows; the following lots shall be single story houses; 9, 12, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 28, 29, 40, 41, 52, 53, 64, 65, 76, 77, 82, 86."

Dennis F. Keogh,
Registered Land Surveyor

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
10846
DENNIS FRANK
KEOGH
Date Signed 5/26/05
ARIZONA, U.S.A.

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF MARICOPA) S.S.

On this, 26 day of May 2005, before me, the undersigned Notary, personally appeared Dennis F. Keogh, known to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I set my hand and official seal.

OFFICIAL SEAL
BARBARA JOHNSON
NOTARY PUBLIC - STATE OF ARIZONA
MARICOPA COUNTY
My Comm. Expires May 3, 2009

My Commission Expires: May 3, 2009

Notary Public

LEGAL DESCRIPTION OF PARCEL 4

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF
ARIZONA AND IS DESCRIBED AS FOLLOWS:

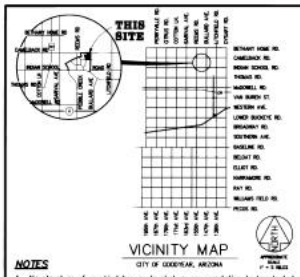
Tract K and L, Palm Valley Phase V, Parcel 5, according to Book 715 of Maps, Page 35, records of
Maricopa County, Arizona.

FINAL PLAT

FOR

PALM VALLEY PHASE V
PARCEL 5

A PROPOSED SUBDIVISION LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 20, T-2-N, R-1-W, OF THE GILA AND SALT RIVER BASE AND MERIDIAN MARICOPA COUNTY, ARIZONA



NOTES

1. No structure of any kind be constructed or any vegetation to be planted nor be allowed to grow within the drainage easement area or area which would impede the flow of water over, under or through the easement or area. The City of Goodyear may, if it so desires, construct and/or maintain drainage facilities on or under the land in the Easement or areas. Walls may cross over Drainage Easement area if openings are provided to allow the flow of water.
2. All new or relocated utilities will be placed underground.
3. All Easements are subordinate to the Drainage Easement.
4. Structures and landscaping within a triangle measuring 33'x33' along the property line will be maintained clear of landscaping, signs, or other visibility obstructions between 2 feet and 7 feet in height, and 6 inches maximum width or diameter.
5. No structure of any kind shall be constructed or placed within a P.U.E. except: utilities, wood, wire, or removable section type fencing, asphalt or concrete paving, and/or appropriate landscaping. It shall be further understood that the City of Goodyear shall not be required to replace any obstruction, paving, or planting that must be removed during the course of maintenance, construction, or reconstruction. However, during the course of maintenance, construction, or reconstruction, the City of Goodyear will use reasonable care and consideration of existing landscaping. It is further understood that all persons, other than the City of Goodyear, shall be required to replace any obstructions, paving or planting that must be removed during the course of maintenance, construction or reconstruction.
6. This parcel is subject to attendant noise, vibrations, dust, and all other effects that may be caused by over flights and by the operation of aircraft landing at, or taking off from Phoenix/Goodyear Airport and Luke Air Force Base.
7. Set 1/2" Rebar on each lot corner unless otherwise noted.
8. Tracts B – J & M – O will be Owned and Maintained by the Palm Valley Phase V Community Association.
9. The following lots shall be single story houses; 1, 12, 14, 16, 21, 78, 87, 88, 97, 98, 102, 103, 114.
10. If an Easement lies within the boundary of a Lot, maintenance of the easement is the responsibility of the Homeowner, unless noted otherwise.
11. Palm Valley Phase V is adjacent to agricultural uses and may therefor be subject to noise, dust, and odors associated with such use.
12. At T-intersections (three-way intersections) the non living space side of the house shall be positioned on the lot in order to avoid headlight intrusion into living areas. (Lots: 27, 28, 31, 35, 36, 91, & 111.)
13. Driveways on key lots are to be located on the side of the lot opposite the adjacent rear lot line.
14. Driveways on corner lots are to be located on the side of the lot furthest from the street intersection.
15. This development is in proximity to the Arizona Motor Sports Park, generally located at Camelback Road & Reems Road, therefore, subject to potential noise intrusion if the use is ever reactivated in the future.
16. Tract A will be Owned and Maintained by the City of Goodyear.
17. Tract K will be Maintained by its Owner.
18. Tract L will be Maintained by the Owner of Tract K.

TRACT TABLE

Tract	Area	Description
A	513,860	Open Space, PUE, Drainage, Irrigation, LS, Sidewalk & Bullard & Camelback Channel
B	49,653	Open Space, PUE, Drainage, LS & Sidewalk
C	29,918	Open Space, PUE, Drainage, LS & Sidewalk
D	28,446	Open Space, PUE, Drainage, LS & Sidewalk
E	1,219	Open Space, PUE, Drainage, LS & Sidewalk
F	1,307	Open Space, PUE, Drainage, LS & Sidewalk
G	24,238	Open Space, PUE, Drainage, LS & Sidewalk
H	2,638	Open Space, PUE, Drainage, LS & Sidewalk
I	2,639	Open Space, PUE, Drainage, LS & Sidewalk
J	27,380	Open Space, PUE, Drainage, LS & Sidewalk
K	393,678	Future Commercial
L	230,261	Open Space, PUE, Drainage, Irrigation, LS, Sidewalk & Camelback Channel
M	4,500	Open Space, PUE, Drainage, LS & Sidewalk
N	118,539	Open Space, PUE, Drainage, LS & Sidewalk
O	5,776	Open Space, PUE, Drainage, LS & Sidewalk

Total Tract Area 1, 434, 051 sf (32.92 Ac)

OWNER / DEVELOPER

SunCor Development Company
14130 W. McDowell Road
Suite # A-107
Phoenix, AZ 85338
Phone: (623) 935-0600
Attn: Palm Valley Development

UTILITIES

Water – Litchfield Park Service Co.
Sewer – Litchfield Park Service Co.
Electric – Arizona Public Service
Telephone – Qwest
Gas – Southwest Gas
Solid Waste – City of Goodyear
Fire – City of Goodyear
Police – City of Goodyear
Cable TV – Cox Cable

LEGEND

P.U.E. Public Utility Easement
V.N.A.E. Vehicular Non-Access Easement
L.E. Landscape Easement
F.E. Fence Easement
D.E. Drainage Easement
* Corner of this Subdivision

Subdivision Boundary
Right of Way Point
Brass Cap at Street Intersection
56+ Single Story – See Note 9.
⊕ T-Intersection Lot – See Note 12
(55) Sheet Number

LEGAL DESCRIPTION

A portion of Section 20, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona and more particularly described as follows:

Beginning at the Northeast corner of said Section 20; thence North 89° 38' 22" West and along the North line of said Section 20, a distance of 2647.52 feet to the North quarter corner of said Section 20; thence South 0° 53' 45" West and along the West line of the Northeast quarter of said Section 20, a distance of 65.00 feet to the TRUE POINT OF BEGINNING of the herein described parcel; thence South 89° 38' 22" East parallel to and 65.00 feet South of the North line of said Section 20, a distance of 1322.91 feet; thence South 1° 04' 09" West, a distance of 1917.73 feet; thence North 89° 57' 46" West, a distance of 352.67 feet to a point on a curve, concave Southeasterly, having a radius of 55.00 feet and whose center bears South 81° 40' 25" West, from the last described point; thence Northeasterly along the arc of said curve, through a central angle of 58° 58' 40", an arc length of 55.01 feet to a point of reverse curvature, concave Northwesterly, having a radius of 55.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 17° 20' 29", an arc length of 16.65 feet; thence North 89° 57' 46" West, a distance of 680.84 feet; thence North 85° 11' 57" West, a distance of 120.42 feet; thence North 89° 57' 46" West, a distance of 146.83 feet; thence North 44° 31' 59" West, a distance of 29.47 feet to a point on a curve, concave Southeasterly, having a radius of 1042.00 feet and whose center bears North 89° 40' 50" West from the last described point; thence Northeasterly along the arc of said curve, through a central angle of 25° 39' 34", an arc length of 484.84 feet; thence North 26° 20' 24" West, a distance of 492.54 feet to a point of a curve, concave Northeasterly, having a radius of 1458.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 15° 10' 42", an arc length of 386.24 feet to a point of compound curve, concave Easterly, having a radius of 1452.03 feet; thence Northerly along the arc of said curve, through a central angle of 10° 45' 27", an arc length of 272.62 feet to a point on a curve, concave Easterly, having a radius of 1448.00 feet and whose center bears North 89° 34' 54" East from the last described point; thence Northerly along the arc of said curve, through a central angle of 0° 41' 32", an arc length of 17.49 feet to a point of tangency; thence North 0° 16' 25" West, a distance of 270.25 feet; thence North 45° 16' 25" East, a distance of 28.70 feet; thence South 83° 28' 30" East, a distance of 63.95 feet; thence South 89° 43' 35" East, a distance of 89.14 feet; thence North 74° 53' 51" East, a distance of 26.40 feet; thence South 89° 43' 35" East, a distance of 408.61 feet to the TRUE POINT OF BEGINNING.

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

That SunCor Development Company, an Arizona Corporation, as Owners, have Subdivided Under the Name of "Palm Valley Phase V – Parcel 5" a Subdivision of a Part of Section 20, Township 2 North, Range 1 West, Gila and Salt River Base and Meridian, Maricopa County, Arizona, as Shown Plotted Hereon and Hereby Publishes this Plat as and for the Plat of said "Palm Valley Phase V – Parcel 5", and Hereby Declares that Said Plat Sets Forth the Location and Gives the Dimensions of the Lots, Streets, Tracts and Easements Constituting Same and that each Lot, Street and Tract Shall be Known by the Number, Name or Letter Given each Respectively on Said Plat and that SunCor Development Company, an Arizona Corporation, as Owners, Hereby Dedicates to the City of Goodyear for Use as Such, the Streets and the Public Utility Easements as Shown on Said Plat and Included in the Above Described Premises. Tracts are dedicated for the Purposes Listed in the Tract Table Shown Hereon.

In Witness Hereof:

SunCor Development Company, an Arizona Corporation, as Owner, has Hereunto Caused Its Corporate Name to be Affixed and the Same to be Attested by the Signature of the Undersigned Officer Thereunto Duly Authorized This 26th Day of October, 2004.

SunCor Development Company,
an Arizona Corporation

By: _____

Its: Vice President

BOOK 715 PAGE 35
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2004 – 1393319

ACKNOWLEDGMENTS

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

On this 26th Day of October, 2004 Before me the Undersigned Officer Appeared Jay T. Ellington Who Acknowledged Himself to be the Vice President of SunCor Development Company, An Arizona Corporation, and Acknowledged that He, as Vice President Being Duly Authorized so to do, Executed the Foregoing Instrument for the Purposes Contained Therein by Signing the Name of the Corporation, as Owner, by Himself as Vice President.

In Witness Whereof I Hereunto Set my Hand and Official Seal.

By: _____ My Commission Expires: 9/6/07
Notary Public

APPROVAL

Approved by the Council of the City of Goodyear, Arizona this 27 Day of September, 2004.

By: _____ Attest: _____
Mayor Clerk

By: _____
City Engineer

CERTIFICATION

I, Dennis F. Keogh, Hereby Certify that I am a Registered Land Surveyor in the State of Arizona, that this Map Consisting of 8 Sheets Correctly Represents a Boundary Survey Made Under My Supervision During the Month of May, 2004 that the Survey is True and Complete as Shown, meets the minimum standards for Arizona Land Boundary Surveys, All Monuments Shown Actually Exist as Shown, Their Positions are Correctly Shown and that Said Monuments are Sufficient to Enable the Survey to be Retraced.

By: _____
Registered Land Surveyor

HOMEOWNER'S ASSOCIATION RATIFICATION

By this Ratification, Jay T. Ellington, duly elected President of Palm Valley Phase V Homeowner's Association, Acknowledges the responsibilities dedicated herein.

_____ 10/26/2004
Name Date

ACKNOWLEDGMENTS

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

On this 26th Day of October, 2004 Before me the Undersigned Officer Appeared Jay T. Ellington Who Acknowledged Himself to be the President of Palm Valley Phase V Homeowner's Association, and Acknowledged that He, as President Being Duly Authorized so to do, Executed the Foregoing Instrument for the Purposes Contained Therein by Signing the Name of the Corporation, as Owner, by Himself as President.

In Witness Whereof I Hereunto Set my Hand and Official Seal.

By: _____ My Commission Expires: 9/6/07
Notary Public

CERTIFICATE OF ASSURED WATER SUPPLY

Palm Valley Phase V Parcel 5 is Within the Service Area of Litchfield Park Service Company and has been Granted a Certificate of Assured Water Supply from the Arizona Department of Water Resources.

Michael D. Weber, Manager
Litchfield Park Service Company

11-19-04
Date

715-35

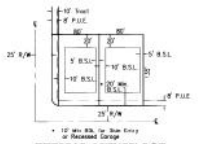
FINAL PLAT
PALM VALLEY PHASE V
PARCEL 5

Sheet 1 of 8
No. Lots – 114
Gross Area – 73.91 Acres

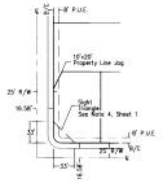
Keogh Engineering, Inc.
1819 E LEGACY ROAD - SUITE 130 - GOODYEAR AZ 85338
PHONE (623) 535-7780 - FAX (623) 535-7782

JOB NO. 19477 MAP NO. E-19477

UNOFFICIAL DOCUMENT



TYPICAL 80'X135' LOT SETBACKS AND DIMENSIONS



TYPICAL SIGHT TRIANGLE

LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°04'08"W	36.00'
L2	N89°55'31"W	24.99'
L3	S00°52'14"W	30.38'
L4	S00°52'14"W	30.38'
L5	S84°36'54"E	58.57'
L6	N72°16'17"E	58.57'
L7	N72°16'17"E	44.86'
L8	S87°02'54"E	22.75'
L9	S89°50'37"W	20.49'
L10	N22°57'38"E	19.56'
L11	N43°55'31"W	21.21'
L12	S46°04'08"W	21.21'
L13	N46°04'08"E	21.21'
L14	N43°55'31"W	21.21'
L15	S23°47'24"W	22.24'

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	Tan
C1	1212.00'	5°33'05"	113.90'	56.99'
C2	1200.00'	6°11'25"	129.53'	64.83'
C3	12.00'	90°00'00"	18.85'	12.00'
C4	12.00'	90°00'00"	18.85'	12.00'
C5	12.00'	99°58'46"	19.07'	11.90'
C6	12.00'	84°01'14"	17.76'	10.97'
C7	12.00'	90°00'00"	18.85'	12.00'
C8	12.00'	90°36'41"	20.65'	13.20'
C9	12.00'	81°23'19"	17.05'	10.32'
C10	12.00'	87°07'32"	18.25'	11.41'
C11	12.00'	90°00'00"	18.85'	12.00'
C12	12.00'	90°00'00"	18.85'	12.00'
C13	12.00'	89°11'04"	18.70'	11.90'
C14	12.00'	90°00'00"	18.85'	12.00'
C15	12.00'	90°00'00"	18.85'	12.00'
C16	12.00'	90°00'00"	18.85'	12.00'
C17	12.00'	92°15'36"	19.36'	12.52'
C18	12.00'	81°23'19"	17.05'	10.32'
C19	12.00'	98°36'41"	20.65'	13.91'
C20	12.00'	90°42'56"	19.00'	12.15'
C21	12.00'	90°00'00"	18.85'	12.00'
C22	12.00'	90°00'00"	18.85'	12.00'
C23	12.00'	90°00'00"	18.85'	12.00'
C24	12.00'	90°00'00"	18.85'	12.00'
C25	12.00'	90°00'00"	18.85'	12.00'
C26	50.00'	262°49'08"	229.35'	56.69'
C27	50.00'	41°24'25"	36.14'	18.90'
C28	50.00'	41°24'25"	36.14'	18.90'
C29	55.00'	181°18'11"	174.04'	4836.14'
C30	425.00'	1°47'08"	13.31'	6.66'
C31	575.00'	24°58'37"	163.51'	83.08'
C32	55.00'	24°37'12"	23.63'	12.00'
C33	55.00'	141°40'00"	135.99'	158.23'
C34	55.00'	24°37'12"	23.63'	12.00'
C35	1225.00'	6°11'25"	132.33'	66.18'
C36	1175.00'	6°11'25"	126.83'	63.48'
C37	425.00'	24°58'37"	185.21'	94.15'
C38	575.00'	24°58'37"	163.51'	83.08'
C39	1237.00'	3°37'34"	89.65'	44.83'
C40	425.00'	21°56'32"	195.08'	79.20'
C41	575.00'	21°56'32"	139.47'	70.50'
C42	425.00'	21°56'32"	195.08'	79.20'
C43	50.00'	59°54'29"	52.25'	28.86'
C44	50.00'	232°09'57"	202.44'	86.50'
C45	575.00'	21°56'32"	139.47'	70.50'
C46	55.00'	24°37'12"	23.63'	12.00'
C47	55.00'	136°30'27"	132.91'	145.26'
C48	55.00'	24°37'12"	23.63'	12.00'
C49	1187.00'	5°33'05"	111.50'	55.80'
C50	12.00'	98°36'41"	20.65'	13.90'
C51	12.00'	81°23'19"	17.05'	10.32'
C52	55.00'	24°37'12"	23.63'	12.00'
C53	55.00'	138°14'24"	133.98'	148.23'
C54	55.00'	24°37'12"	23.63'	12.00'

LOT AREA TABLE

Lot No	Area (s.f.)	Lot No	Area (s.f.)
1	12,335	61	10,800
2	11,340	62	10,800
3	13,507	63	12,535
4	31,410	64	13,276
5	11,845	65	11,480
6	10,855	66	11,298
7	10,806	67	11,112
8	10,816	68	10,878
9	10,887	69	10,800
10	11,018	70	10,916
11	11,513	71	11,158
12	24,013	72	11,363
13	27,296	73	14,068
14	24,037	74	13,822
15	10,900	75	12,298
16	10,800	76	11,883
17	24,887	77	10,800
18	26,148	78	11,529
19	22,196	79	11,529
20	25,048	80	11,529
21	11,794	81	11,532
22	18,364	82	14,099
23	20,130	83	11,881
24	10,598	84	11,529
25	10,800	85	11,529
26	10,800	86	11,529
27	10,800	87	11,810
28	10,575	88	10,915
29	10,575	89	10,800
30	10,800	90	10,800
31	10,800	91	10,800
32	10,800	92	11,434
33	10,800	93	12,156
34	10,800	94	11,874
35	10,800	95	10,800
36	10,800	96	10,800
37	10,800	97	10,800
38	10,800	98	10,800
39	10,800	99	10,800
40	11,997	100	10,800
41	12,963	101	12,392
42	13,008	102	12,795
43	10,947	103	10,873
44	10,800	104	10,873
45	10,800	105	10,873
46	10,800	106	13,005
47	10,800	107	16,997
48	10,718	108	12,258
49	10,800	109	17,438
50	10,800	110	15,438
51	10,800	111	17,662
52	13,566	112	17,797
53	13,872	113	15,438
54	11,166	114	17,660
55	10,800		
56	10,800		
57	10,800		
58	10,800		
59	10,800		
60	10,800		

LOT SUMMARY TABLE

Lot Width	Lot Depth	Lot Area	Setbacks			Number of Lots
			Front *	Rear	Sides	
80'	120' min	10,800 sf min	20'/10' *	20'	5'/10'	114

* 10' Min BSL for Side Entry or Recessed Garage

UNOFFICIAL DOCUMENT

BOOK 715 PAGE 35
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
2004 – 1393319

715-35

FINAL PLAT
PALM VALLEY PHASE V
PARCEL 5

Sheet 2 of 8
No. Lots – 114
Gross Area – 73.91 Acres

Keogh Engineering, Inc.
1919 W. STARKEY DRIVE - SUITE 120 - CHANDLER, AZ 85286
PHONE (602) 539-7990 - FAX (602) 539-7992

JOB NO. 19477 MAP NO. E-19477

10/25/04

AutoCad Version: 16.0
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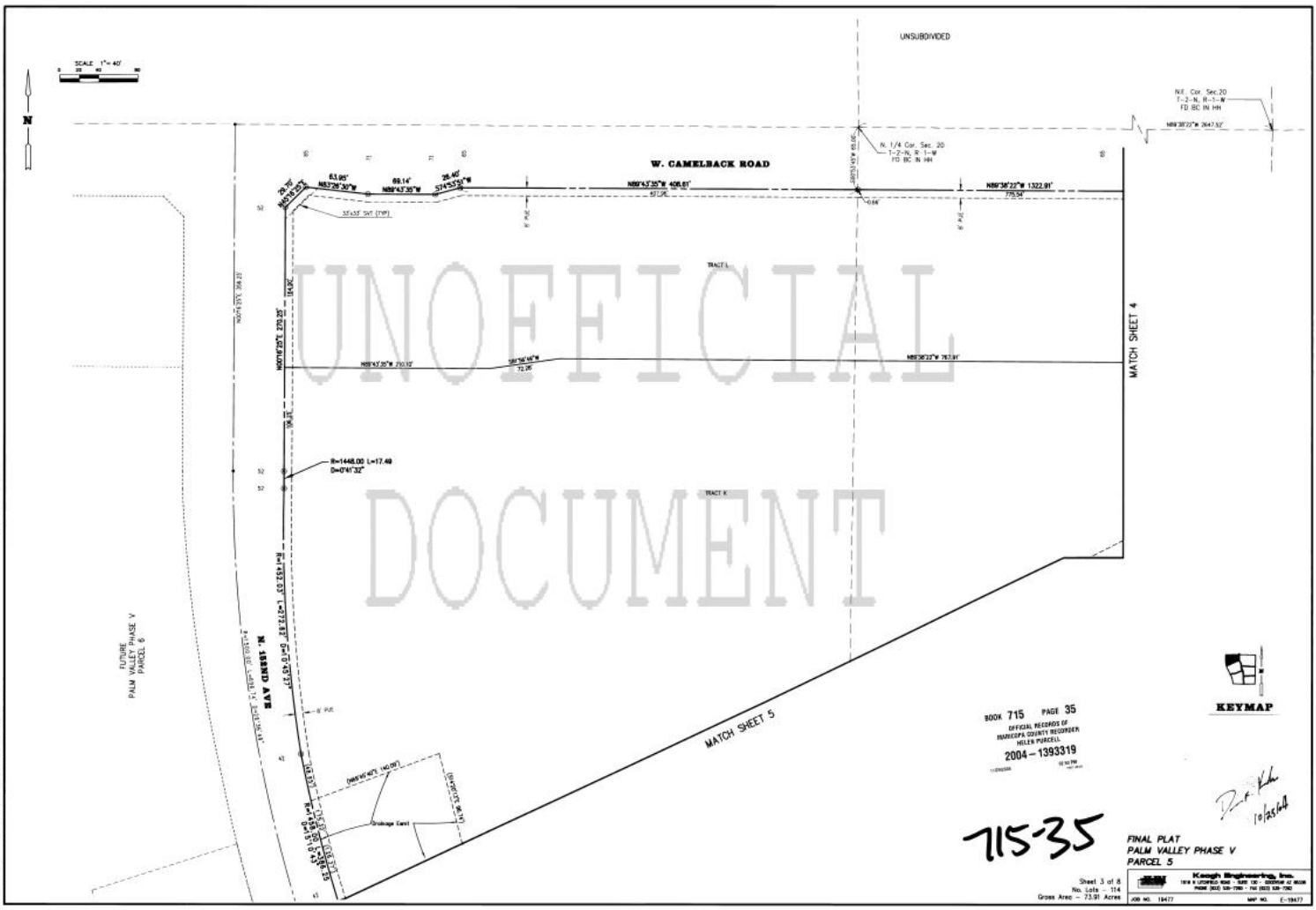

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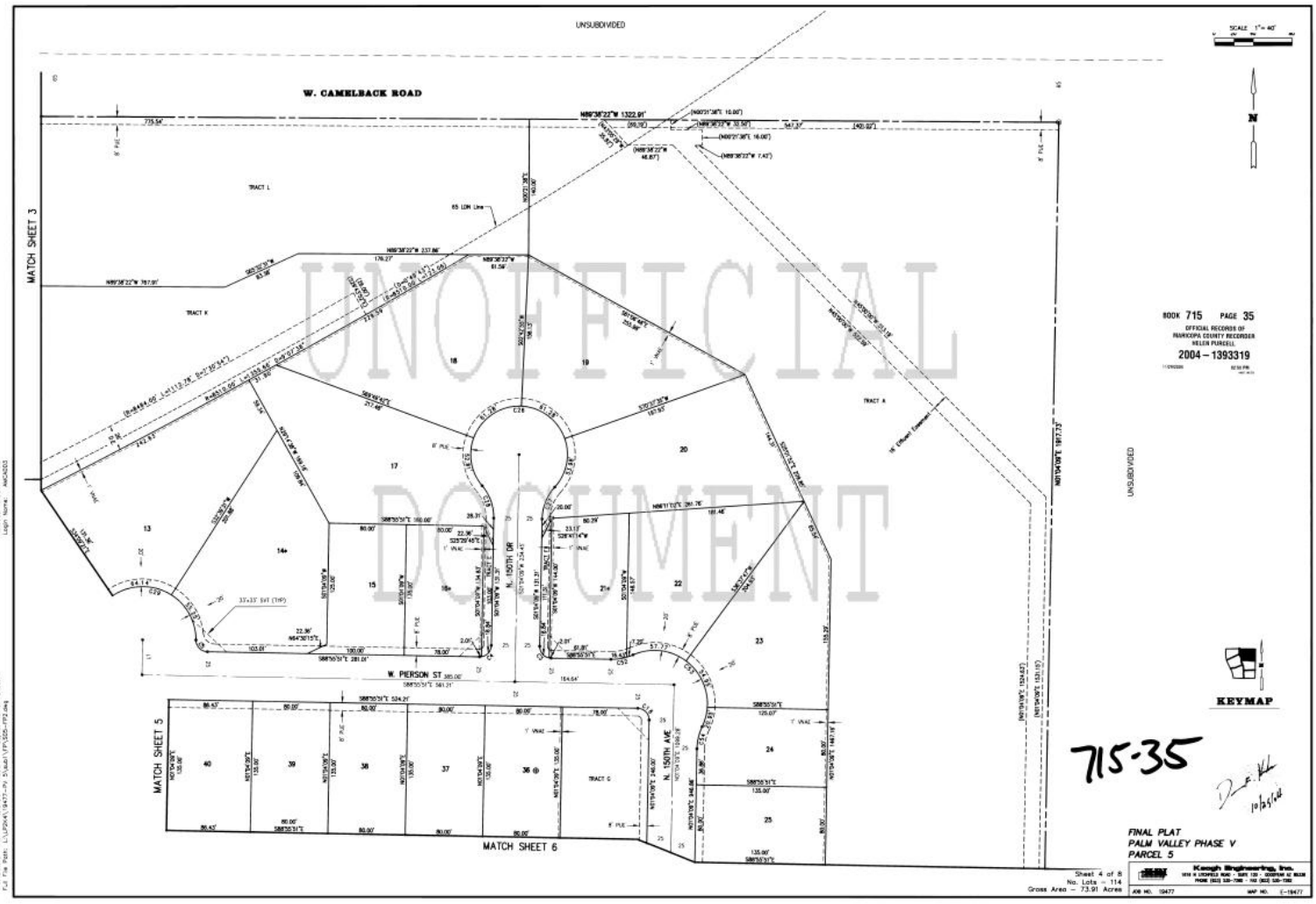

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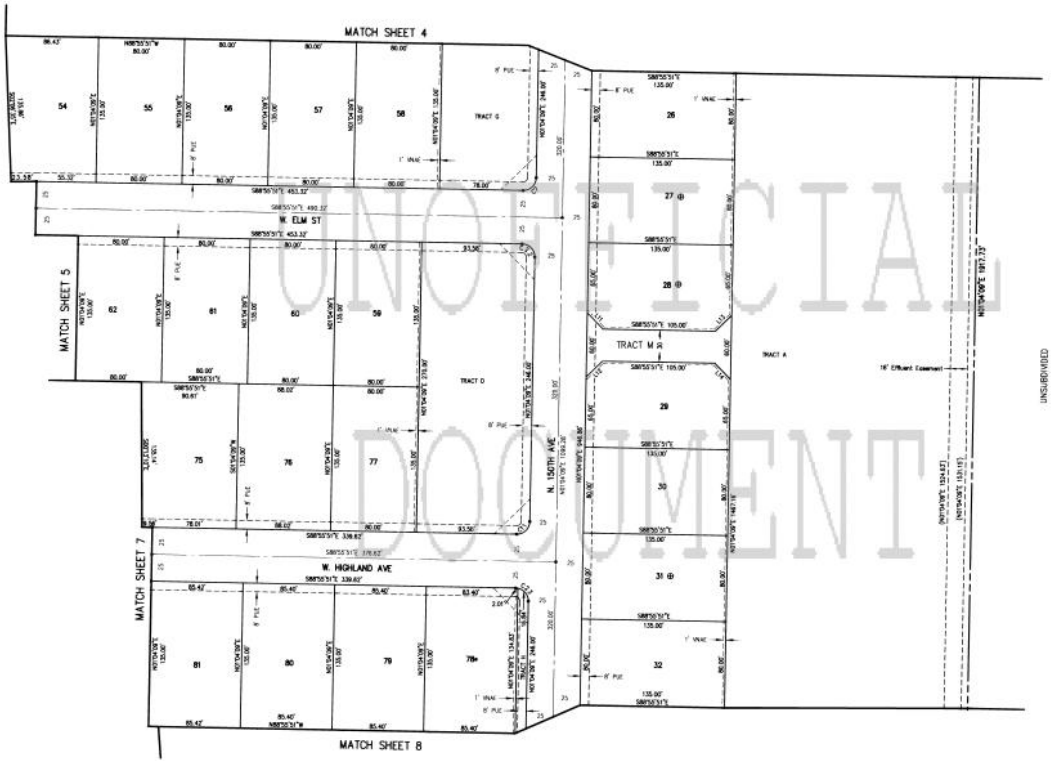

UNOFFICIAL DOCUMENT

SCALE 1" = 40'

N

KEYMAP

BOOK 715 PAGE 35
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2004 – 1393319

715-35

FINAL PLAT
PALM VALLEY PHASE V
PARCEL 5

Sheet 6 of 8
No. Lots – 114
Gross Area – 73.91 Acres

Keogh Engineering, Inc.
1919 S LITCHFIELD ROAD - SUITE 130 - GOODYEAR AZ 85338
PHONE (602) 535-7990 - FAX (602) 535-7992

JOB NO. 19477 MAP NO. E-19477

Plot Date / Time: 10/27/04 11:25am Layout Name: Sheet 6
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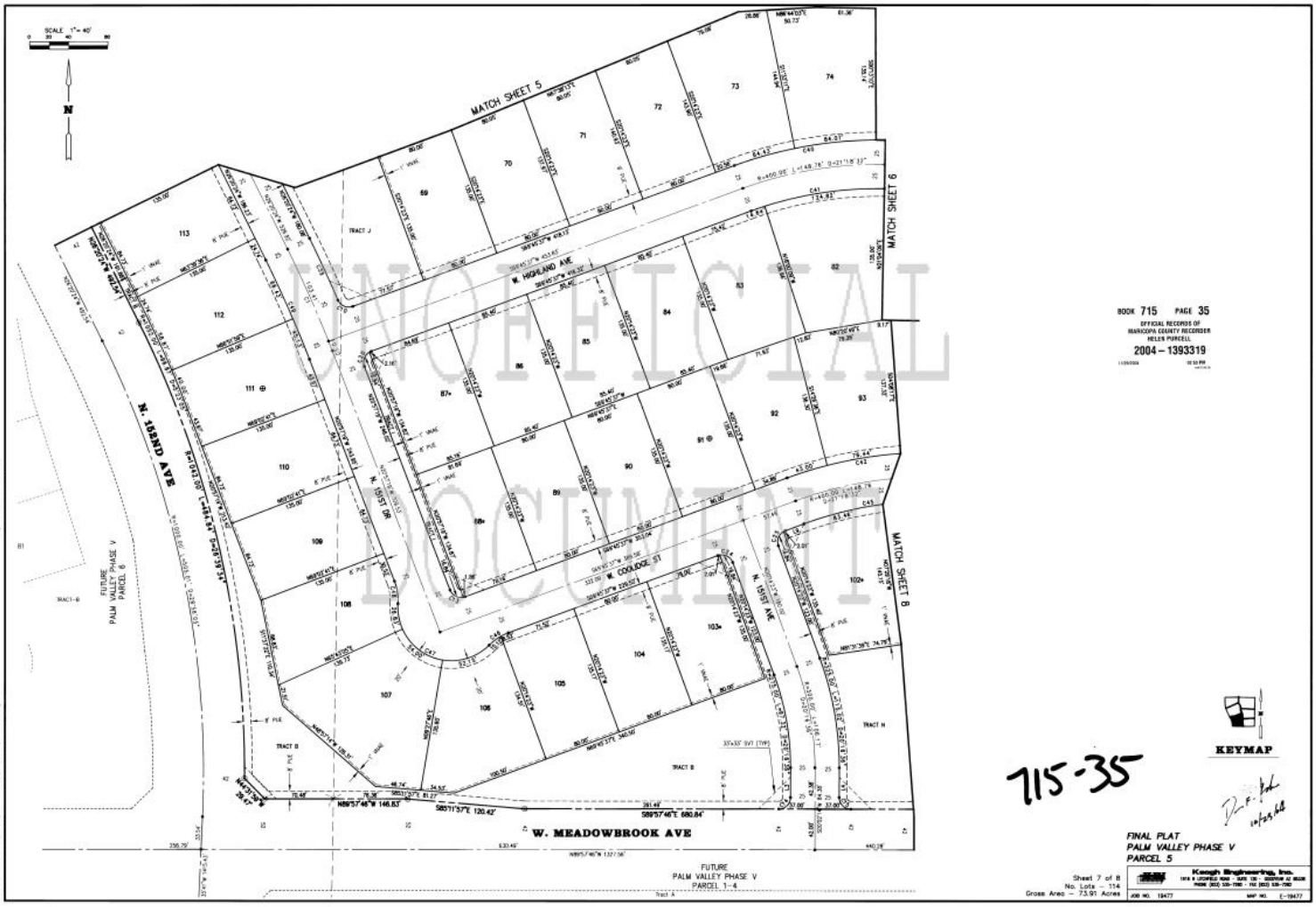


BOOK 715 PAGE 35
OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER HELEN PURCELL
2004 – 1393319

715-35

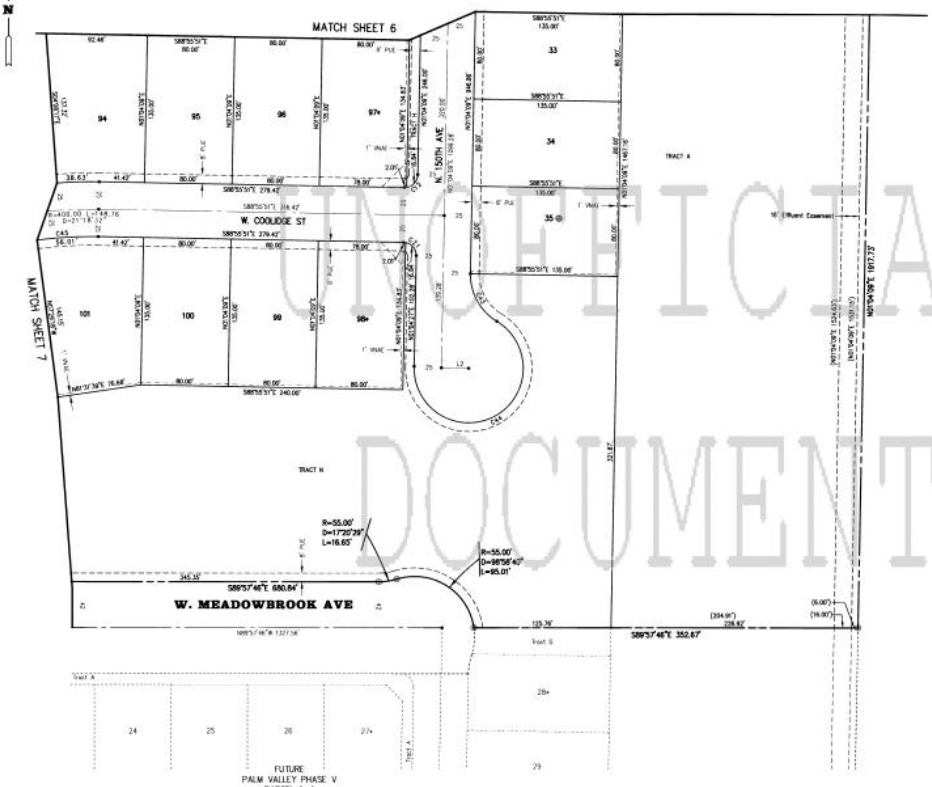
KEYMAP

FINAL PLAT
PALM VALLEY PHASE V
PARCEL 5

Sheet 7 of 8
No. Lots – 114
Gross Area – 73.91 Acres

Keogh Engineering, Inc.
1979 N. LEGACY PARK – SUITE 120 – CHANDLER, AZ 85226
PHONE (602) 539-7390 – FAX (602) 539-7392

JOB NO. 19477 MAP NO. E-19477



UNOFFICIAL DOCUMENT

BOOK 715 PAGE 35
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2004 – 1393319

KEYMAP

715-35

FINAL PLAT
PALM VALLEY PHASE V
PARCEL 5

Sheet 8 of 8
No. Lots – 114
Gross Area – 73.91 Acres

Keogh Engineering, Inc.
1616 W. UTOPIA ROAD - SUITE 120 - GOODYEAR, AZ 85338
PHONE (623) 535-7700 - FAX (623) 535-7702

JOB NO. 19477 MAP NO. E-19477

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EXHIBIT 3

SPECIAL IMPROVEMENT PROJECT AREA

Parcel Owners:

Parcel 1: Sunbelt Investment Holdings Inc., Camelback 303 LP

Parcel 2: Sunbelt Investment Holdings Inc., Camelback 303 LP

Parcel 3: Sunbelt Investment Holdings Inc., Camelback 303 LP

Parcel 4: Southwest Next SEC, Camelback and 52nd LCC

EXHIBIT 4

TOTAL ESTIMATED PROJECT COST ALLOCATED TO EACH BENEFITED PROPERTY

Parcel 1	$6,006,514.48
Parcel 2	$2,147,230.13
Parcel 3	$2,651,024.91
Parcel 4	$2,683,999.07

CITY PROJECT NO: 42038
SCI PROJ NO.: 30737.01

CAMELBACK ROAD
Cost Recovery Summary by Parcel

SHEET 1 OF 1
DATE: 9/29/2025

Parcel	Total Project Cost	Frontage Length (LF)	Cost per Linear Foot of Frontage Length
Parcel 1	$6,006,514.48	2,641	$2,274.33
Parcel 2	$2,147,230.13	999	$2,149.38
Parcel 3	$2,651,024.91	1,009	$2,627.38
Parcel 4	$2,683,999.07	1,434	$1,871.69
Total	**$13,488,768.58**		

CIP #42038 CAMELBACK ROAD WIDENING

Special Public Improvement Cost Recovery Area

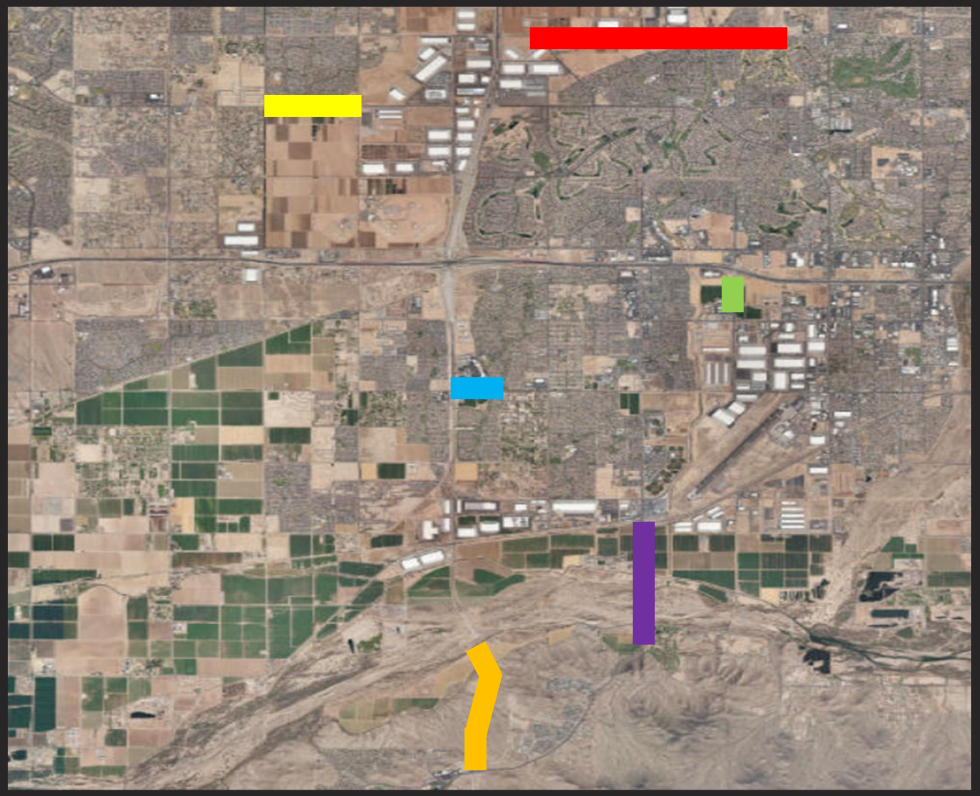
CIP #42038 CAMELBACK ROAD WIDENING
AGENDA

- Background
- Project Scope
- Special Public Improvement Cost Recovery Process

CIP #42038 CAMELBACK ROAD WIDENING
BACKGROUND

Scalloped Roadway on Estrella Parkway between Hadley and Goodyear Loop

CIP #42038 CAMELBACK ROAD WIDENING
POTENTIAL COST RECOVERY PROJECTS



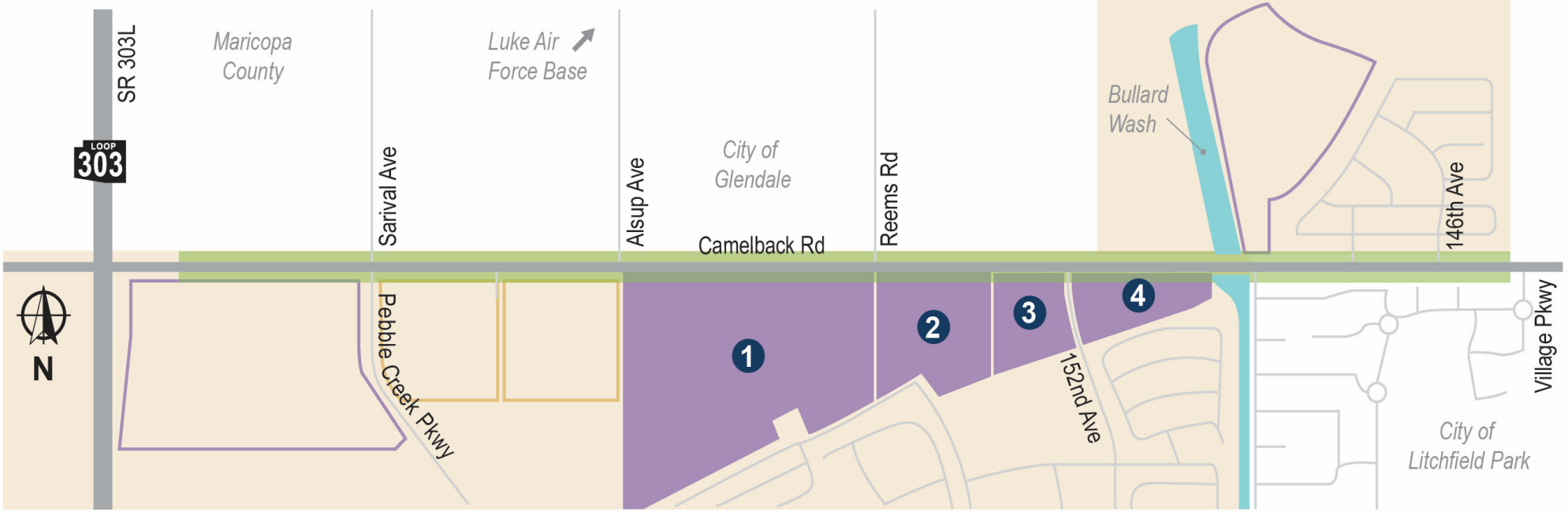
- Camelback Rd
- Indian School Rd
- Bullard Ave
- Yuma Rd
- Estrella Bridge
- Cotton Lane

CIP #42038 CAMELBACK ROAD WIDENING
PROJECT SCOPE

- Widen road to eliminate scalloped street
- 4 continuous traffic lanes
- Turn lanes, landscaped medians
- Streetlights, signals and sidewalk

Camelback Rd at Alsup Ave looking East

CIP #42038 CAMELBACK ROAD WIDENING
IMPACTED PROPERTIES



CIP #42038 CAMELBACK ROAD WIDENING

COST RECOVERY PROCESS

Prior to permit being issued:

- Plans developed per city standards
- Plans approved by Development Services
- Public Hearing for public comments
- Recovery Costs presented to Council for approval
- Council approves Resolution for a Special Public Improvements

Camelback Rd looking East from Sarival/Pebble Creek

CIP #42038 CAMELBACK ROAD WIDENING
PROPERTY OWNER COLLABORATION

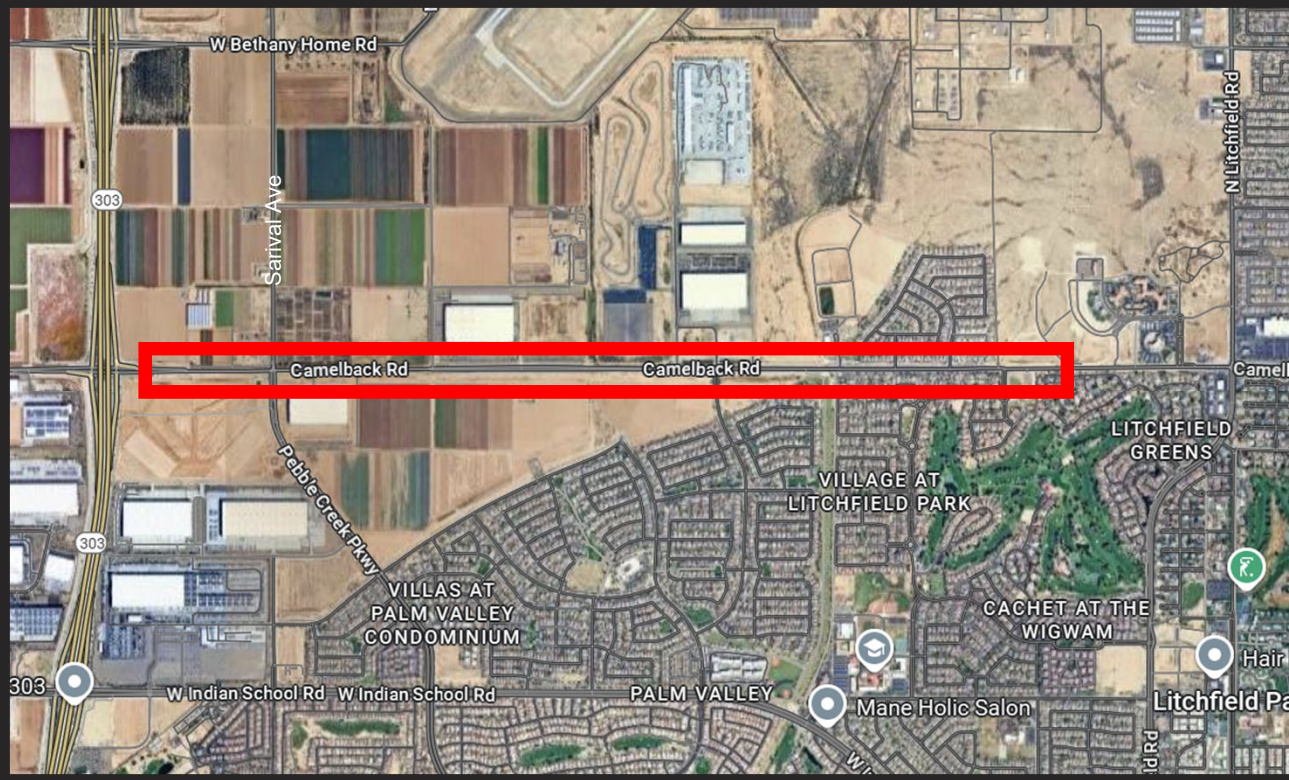
Property Owner Collaboration

Open House - Nov 2024

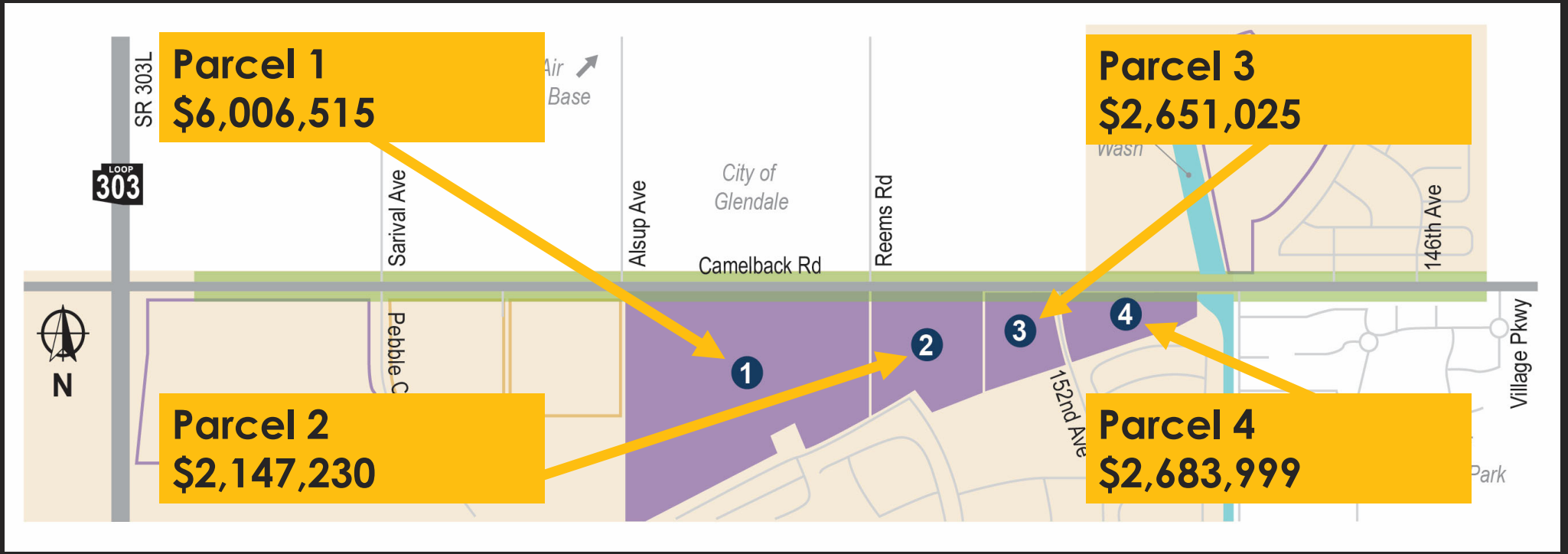
Parcel Owner Contact

Dec 2024 - Sept 2025

Input received



CIP #42038 CAMELBACK ROAD WIDENING
Cost Allocation



CIP #42038 CAMELBACK ROAD WIDENING
STAFF RECOMMENDATION

RESOLUTION ESTABLISHING A SPECIAL PUBLIC IMPROVEMENT PROJECT AREA AND AUTHORIZING COST RECOVERY FOR CIP PROJECT #42038 CAMELBACK ROAD WIDENING

ITEM #: 9.
DATE: 11/17/2025
AI #:2704

CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION ADOPTING THE CITY STRATEGIC PLAN FOR FISCAL YEAR (FY) 2026-2029

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

SUMMARY

Adoption of the City of Goodyear FY2026-2029 Strategic Plan

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2495 ADOPTING THE CITY OF GOODYEAR FY2026-2029 STRATEGIC PLAN. (Jenna Goad, Strategic Planning & Organizational Performance Manager)

FISCAL IMPACT

There is no direct budget impact from this planning item. Future expenditure requests associated with projects proposed in the plan will be discussed during the annual budget development process.

BACKGROUND AND PREVIOUS ACTIONS

Council adopted the FY2025-2028 Strategic Plan in November 2024. The plan outlines the city's focus areas, guiding principles, and specific goals established by the Council which guide and prioritize staff's efforts during the years of the plan.

In preparation for the annual update of the strategic plan, Council provided feedback on priorities through a survey in August 2025. The leadership team took that feedback and developed a draft of the proposed plan update which was presented to Council at the retreat on October 21, 2025. Council provided consensus on the proposed draft at the work session, with a few changes that have been incorporated into this final version.

STAFF ANALYSIS

The City of Goodyear FY2026-2029 Strategic Plan represents substantial coordinated effort on the part of City Council and leadership team to develop a plan that represents City Council's goals and priorities. Staff will provide quarterly updates on the status of the action items. In recognition that priorities change, the plan will be reviewed annually at the City Council Retreat to consider, and modify if needed, the action items for upcoming fiscal years based on changing priorities. Staff is recommending to adopt Resolution No. 2025-2495 adopting the City of Goodyear FY2026-2029 Strategic Plan, included as Attachment A.

Attachments

Attachment A - Resolution No. 2025-2495

Staff Presentation

RESOLUTION NO. 2025-2495

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ADOPTING THE CITY OF GOODYEAR FY2026-2029 STRATEGIC PLAN.

WHEREAS, the City Council, in its role as the policy-making body for the City of Goodyear, has established the long-term vision for the city of Goodyear; and

WHEREAS, pursuant to this direction from the City Council, a collaborative effort has been completed to define strategic focus areas, guiding principles, and proposed projects over a four-year period that best progress the city toward this vision; and

WHEREAS, these priorities will be utilized to develop budget priorities and establish department operational plans; and

WHEREAS, the City Council has reviewed and considered the plan and will review the plan annually.

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

SECTION 1. The City Council formally adopts the City of Goodyear FY2025-2028 Strategic Plan attached hereto and incorporated herein by this reference and its strategic focus areas, guiding principles, and proposed action items.

SECTION 2. Resolution 2025-2495 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 17th day of November, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

CITY OF Goodyear

FY2026-2029

STRATEGIC PLAN

CITY OF
Goodyear
GOODYEAR
CITY HALL

Goodyear is committed to providing the best quality of life for our residents. A place they can be proud of while raising a family, working close to home, and enjoying our unique amenities.

Having a winning team starts with having a good game plan so everyone is working towards common goals. To meet these goals requires strategic planning and input from City Council, city staff and residents.

Over the past eight months, the city has conducted both community and employee surveys to get valuable feedback on what our residents expect and what our employees need, and to ensure we continue attracting the best talent and providing outstanding services. The community and employee surveys served as the foundation for what is included in our city's strategic plan, and many elements of the plan include direct feedback received from our community and our city employees. In addition, both the city's leadership team and City Council held retreats to consider priorities for the annual strategic plan update. This plan will serve as a visionary document and would not have been possible without the valuable input and strong leadership of the City Council. To track and guide the plan's implementation, city staff will provide quarterly status updates to Council.

The plan will focus on the following areas:

- Fiscal & Resource Management
- Economic Vitality
- Safe & Vibrant Community
- Innovative & High Performing Organization
- Infrastructure

Each of these focus areas have guiding principles and specific, measurable activities to be completed within the next four fiscal years (FY) 2026-2029.

It's a *Great* time to be in Goodyear.

Wynette Reed

GOODYEAR CITY MANAGER

> *The plan will guide how we invest and focus both our fiscal resources and staff's time, ensuring the city stays on track by making deliberate, smart, and sustainable choices for the future of Goodyear.*

I am pleased to present the FY2026-2029 City of Goodyear Strategic Plan that can be tracked and monitored by Council, residents, and staff to ensure we meet our goals and achieve our mission of of enhancing our community's prosperity.

CITY OF
Goodyear

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GOODYEAR VISION

The city of Goodyear will be

- a great place to live, work and raise a family;
- a growing community that provides quality economic and social opportunities, recreational activities, and options for healthy living.

We will be known as

- a destination place for regional shopping, dining, and entertainment;
- a destination for higher education designed for workforce needs;
- a place for diverse job opportunities and an inventory of industries;
- an incubator for entrepreneurs;
- a hub of sports, tourism, arts, and culture in the West Valley.

GOODYEAR MISSION

The city of Goodyear will provide the finest municipal services and quality of life to enhance our community's prosperity through citizen and employee participation. We are committed to the stewardship of resources and fulfillment of the public trust.

Our Purpose

Goodyear is on the leading edge of tremendous growth and quality economic and development opportunities. By eliminating barriers and staying adaptable, we will take calculated risks to maximize the community's potential. With a strong team approach that includes unified leadership, a talented workforce, and an involved citizenry, we deliver services to meet the needs of our city so that Goodyear continues to be a thriving sustainable community for all.

GOODYEAR VALUES

The city of Goodyear and its employees serve residents according to SIX core values.

We Care, We Achieve, *We Celebrate*

Empathy
Be respectful, kind and aware

Optimism
Be hopeful, resilient and positive

Integrity
Be consistent, trustworthy and transparent

Innovation
Be resourceful, progressive and curious

Adaptability
Be a champion, purposeful and connected

Initiative
Be a leader, proactive and a problem solver

FISCAL & RESOURCE MANAGEMENT

The city of Goodyear will maintain a transparent, adaptable, and forward-looking fiscal position that aligns with community priorities to provide an outstanding quality of life for our residents. The city will implement innovative, efficient and responsible policies and financially sustainable business practices to effectively manage its fiscal and human resources.

01 GUIDING PRINCIPLE

Demonstrate fiscal responsibility through established financial policies, budgeting practices and financial standards that meet the requirements and benchmarks for financial reporting established by the Governmental Finance Officer Association (GFOA) and the Government Accounting Standards Board (GASB).

02 GUIDING PRINCIPLE

Implement business processes and operational efficiencies to streamline the provision of government services, including the identification of cost of services and cost recovery policies.

03 GUIDING PRINCIPLE

Implement fiscally sustainable initiatives that allow the city to proactively plan, recruit, maximize and retain top human resources.

04 GUIDING PRINCIPLE

Implement innovative and integrated technology initiatives to support city business processes and customer service.

05 GUIDING PRINCIPLE

Create, pursue and maintain collaborative partnerships to maximize and leverage city resources.

06 GUIDING PRINCIPLE

Enhance and protect existing revenue sources while seeking new diverse revenue sources to ensure the city can adapt to changing economic conditions.

FISCAL & RESOURCE MANAGEMENT

ACTION ITEM	DESCRIPTION	RESPONSIBILITY	TIMEFRAME
Financial System Integration	Evaluate integration of financial systems as a process improvement	FIN / IT	FY26
Departmental Staffing Plans	Evaluate the 3-5 year staffing needs in all departments	HR	FY26
Stormwater Fee	Evaluate a stormwater fee to support stormwater operations and projects throughout the city	WATER / FIN	FY26
Comprehensive Water Strategy	Develop a citywide strategy that addresses water resources planning, infrastructure planning, water use and conservation, development guidelines and processes, and financial resources for both the city's water service area as well as the city's own usage	CMO	FY26
Strategy for Public Feedback	Develop strategy to increase collection of public feedback and public participation in decision making	COMM / IT	FY27
Investment Policy	Update Council-adopted city investment policy to incorporate the latest best practices	FIN	FY27
2030 Census	Prepare extensive public outreach plan to maximize participation in 2030 Census	CMO	FY29
Potential Bond Election	Work with citizen committee to evaluate potential bond election	FIN	FY29
Franchise Agreements	Conduct election for renewal of franchise agreements with Southwest Gas and Arizona Public Service	CLERK / LEGAL	FY29

ECONOMIC VITALITY

The city of Goodyear will maintain its unique character while seeking diverse and high-quality development that supports the community's economic sustainability. The city will foster economic development strategies that invest in public amenities and infrastructure to enhance our community.

01 GUIDING PRINCIPLE

Ensure city services are continually streamlined, efficient, customer focused and responsive to support residential and business growth, and the long-term success of existing local businesses and residents.

02 GUIDING PRINCIPLE

Continually update and refine long-range plans that incorporate resident and stakeholder input to provide a road map for community design, strategic economic development and infrastructure investments.

03 GUIDING PRINCIPLE

Focus on strategic and targeted economic development pursuits that increase high quality employment and amenities, encourage tourism and generate additional revenues.

04 GUIDING PRINCIPLE

Nurture and support existing businesses and entrepreneurial efforts in the city.

05 GUIDING PRINCIPLE

Foster business investment through streamlined processes, innovation and ongoing partnerships.

06 GUIDING PRINCIPLE

Employ balanced housing strategies that target a wide variety of options (e.g., types, price ranges, sizes, ownership/rental and styles) through strategic partnerships and enhanced ordinances/policies.

ECONOMIC VITALITY

ACTION ITEM	DESCRIPTION	RESPONSIBILITY	TIMEFRAME
Housing Diversity	Evaluate development incentives for custom homes in targeted areas, affordable homes, owner occupied projects and first-time homebuyers	DSD / PARKS / CMO	FY27
Common Visioning	Council/staff alignment on future vision for development	CMO	FY26
Goodyear Ballpark Development	Solicit RFP for private development on city owned land	CMO / ECDEV	FY26
Spring Training Agreement Extensions	Negotiate extensions to the Guardians and Reds team use agreements, including identifying necessary financial resources	PARKS	FY28
Real Estate Strategy	Develop strategy for land within the city's planning area addressing state trust land, unincorporated land in South Goodyear, and land required for future city needs and economic development strategies	ECDEV / CMO	FY27
Branding & Marketing	Develop branding and marketing strategy to increase Goodyear's reputation for exceptional quality of life, promote placemaking, and increase tourism, including capital improvement strategies such as monument entry signage, streetlights, and crosswalks	ECDEV / COMM	FY29
Explore Options for Phoenix Goodyear Airport	Develop options for future collaboration, partnership, or ownership of Airport	CMO	FY29
Preservation of Wildlife Corridors	Evaluate strategies to preserve wildlife corridors/trails connecting to Estrella Mountain Regional Park	PARKS	FY29
Large Outdoor Events	Evaluate strategy to host large outdoor events/festivals including potential locations (30-40 acres) and analysis of public safety needs	PARKS	FY29

SAFE & VIBRANT COMMUNITY

The city of Goodyear will provide programs, gathering places and events where the community can come together to participate in opportunities for an engaged, healthy, safe and active lifestyle.

01 GUIDING PRINCIPLE

Promote public safety services, community relationships and innovative programs that ensure a safe community.

02 GUIDING PRINCIPLE

Develop and enhance the parks, trails, community facilities and public art programs and amenities within our community to further the quality of life.

03 GUIDING PRINCIPLE

Support and create partnerships with public/private educational institutions and other community organizations.

04 GUIDING PRINCIPLE

Ensure community engagement through continuous focused outreach and strategic utilization of various communication methods.

05 GUIDING PRINCIPLE

Foster citywide initiatives, policies and city codes that support a clean, well-maintained and sustainable community.

06 GUIDING PRINCIPLE

Provide diverse arts and culture, recreational programs, events and library services that serve all ages, abilities and interests.

SAFE & VIBRANT COMMUNITY

ACTION ITEM	DESCRIPTION	RESPONSIBILITY	TIMEFRAME
Use of Energy Efficient Technology	Evaluate and implement proven sustainable technologies in city facilities	PW	FY27
Update City Website	Evaluate the city website for ease of navigation by users (devices)	COM	FY26
Recreation Campus Phase 2	Design Phase 2 improvements to Goodyear Recreation Campus (Project #50063; construction FY28-31)	PARKS	FY28
Public Transit	Evaluate funding and service levels	ENG	FY26
Zoning Ordinance Rewrite	Review and rewrite the zoning ordinances	DSD	FY26
Ambulance Service	Implement and fund remaining phases of staffing plan	FIRE	FY27
Regional Public Safety Training Facility	Explore and evaluate regional partnerships for a training center (BOND DEPENDANT)	FIRE	FY27
Traffic Management Center Optimization	Integrate optimized traffic signal software to improve timing, synchronization and traffic flow	ENG	FY26
PD Strategic Plan	Develop a Strategic Plan for the Police Department to ensure that decisions are driven by well-planned strategies	PD	FY26
Quality Neighborhoods	Evaluate programs or organizational changes that focus on preserving safe, well-maintained, code-compliant, quality neighborhoods and neighborhood beautification programs	DSD / CMO	FY28
Fire Strategic Plan	Develop a Strategic Plan for the Fire Department to ensure that decisions are driven by well-planned strategies	FIRE	FY28
Long-Range Amenities Master Plan	Develop a long-range master plan focused on creating more amenities such as a conference center, performing arts venue, and land for future city facilities	CMO	FY28

SAFE & VIBRANT COMMUNITY

ACTION ITEM	DESCRIPTION	RESPONSIBILITY	TIMEFRAME
Regional Jail Study	Study and evaluate potential partnerships for a regional jail facility	PD	FY27
Library Service Expansion	Develop a plan for implementing expanded library services as outlined in the Library Master Plan	PARKS	FY28
Reduce Speeding	Develop strategy to reduce speeding including education, enforcement, infrastructure improvements, and assessments of current speed limits and fine structure	CMO	FY27
Increase City Non-Potable Water Uses	Develop strategies to transition Parks and Recreation Department's water usage to non-potable sources where possible	WATER / PARKS	FY27
Cultural & Historical Preservation	Develop strategy to maintain the city's culture, character, and quality of life through programs, projects, and events, including the addition of a Memorial Day event	CMO	FY29

INNOVATIVE & HIGH PERFORMING ORGANIZATION

The city of Goodyear strives to be a preferred employer by fostering an inclusive culture and a safe working environment that attracts and retains a highly performing and engaged workforce. The city is committed to providing outstanding service to the community at an exceptional value.

01 GUIDING PRINCIPLE

Prioritize the well-being and safety of every team member by fostering a culture that promotes holistic well-being and creates a respectful and supportive environment for all to thrive.

02 GUIDING PRINCIPLE

Foster a culture of recognition that actively acknowledges and celebrates hard work, dedication and achievements while creating an environment where every individual is valued, respected and recognized for their unique contributions and perspectives.

03 GUIDING PRINCIPLE

Create and maintain a culture of ownership by empowering employees to make decisions. Ensure employees have the necessary resources to perform their roles and provide excellent customer service efficiently and effectively.

04 GUIDING PRINCIPLE

Foster opportunities and programs that support professional development and employee engagement for continuous learning and growth.

05 GUIDING PRINCIPLE

Implement initiatives that enhance communication, cross-departmental collaboration and transparency for city employees.

06 GUIDING PRINCIPLE

Establish clear expectations for all employees and volunteers of the city.

INNOVATIVE & HIGH PERFORMING ORGANIZATION

ACTION ITEM	DESCRIPTION	RESPONSIBILITY	TIMEFRAME
Performance Measures	Improve effectiveness and application of city performance metrics	CMO	FY26
Strategic Innovation Promotion	Evaluate best practice for strategic innovations	CMO	FY26
Cultural Journey	Continue to innovate and improve upon the existing successes	HR	ON-GOING
Succession Planning	Develop and implement industry best practice - based planning	HR	FY27
Automation of Employee Processes	Identify process improvements to eliminate duplicative activities (paper forms, scans, etc)	IT	FY26
Open Data Portal	Evaluate and implement changes to the "open data" process	IT / CLERK	FY27
IT Strategic Plan	Develop an Information Technology Strategic Plan that addresses technology needs, artificial intelligence (AI), governance, policies, usage, and implementation	IT	FY26
Public Works Accreditation	Evaluate pursuing accreditation through the American Public Works Association	PW	FY28
Efficiency and Effectiveness	Evaluate efficiency and effectiveness within departments	CMO	FY28
Board/Commission Orientation	Create orientation/onboarding program for new board, committee, and commission members	CLERK	FY27
AI Initiative	Develop strategy to leverage technology to improve service delivery and maximize operational efficiencies	CMO / IT	FY27
Fire Department Accreditation	Achieve accreditation through the Center of Public Safety Excellence	FIRE	FY27

INNOVATIVE & HIGH PERFORMING ORGANIZATION

ACTION ITEM	DESCRIPTION	RESPONSIBILITY	TIMEFRAME
Structured Internship Program	Expand internship program to additional departments	HR	FY28
Department Strategic Plans	Create department-level strategic plans in alignment with citywide strategic plan	CMO	FY28
Customer Service Enhancements	Evaluate enhancements to customer service including contact methods, translation services, and innovative solutions	CMO	FY29
Performance Excellence Certification	Consider pursuing certification/accreditation as a highly performing organization	CMO	FY29

INFRASTRUCTURE

The city of Goodyear will strategically plan, implement and maintain current and future infrastructure and facilities to support the community's quality of life, economic viability and protection of the environment.

01 GUIDING PRINCIPLE

Follow industry best practices to maintain the efficiency and operability of current underground and aboveground infrastructure and facilities.

02 GUIDING PRINCIPLE

Identify programs, technologies or resources to optimize current practices that ensure the sustainability of existing infrastructure and facilities.

03 GUIDING PRINCIPLE

Establish long-term planning, prioritization and investment strategies for future infrastructure and facilities that improve the quality of life.

04 GUIDING PRINCIPLE

Promote and implement sustainable water management policies and practices.

INFRASTRUCTURE

ACTION ITEM	DESCRIPTION	RESPONSIBILITY	TIMEFRAME
Municipal Operations Complex	Present recommendations to Council on the proposed expansion of the Municipal Operations Complex (Project #60119)	PW	FY26
Municipal Court Facility	Conduct a space planning study to determine future needs of the Municipal Court	COURT	FY27
I-10 Interchanges	Evaluate options for reconfiguration of I-10 interchanges to determine timing and cost of future CIP projects	ENG	FY27
Municipal Operations Complex Next Steps	Seek Council direction on next steps in the potential development of a Municipal Operations Complex	PW	FY27
Interconnected Trails Master Plan	Develop a plan for enhanced bicycle and pedestrian connectivity throughout the city, including potential infrastructure improvements and design standards	ENG / PARKS / DSD	FY28
Update Facilities Master Plan	Update Facilities Master Plan including review of land/property and buildings	PW	FY28
South Goodyear Transportation Plan	Develop a plan for transportation south of MC-85 in anticipation of future development	ENG	FY29
IT Disaster Recovery Plan	Develop plan that addresses need for network redundancy and backup data center	IT	FY29
Update Transportation Master Plan	Update the Transportation Master Plan (TMP) to include roadway, transit, and bike/ped priorities	ENG	FY29
Infrastructure Resilience Assessments	Complete resilience assessments on critical infrastructure	PW	FY29

CITY OF Goodyear

FY2026-2029

STRATEGIC PLAN

It's a Great time to be in Goodyear.

FY2026-2029 Strategic Plan

Focus Areas

Fiscal & Resource Management
Infrastructure
Economic Vitality
Innovative & High Performing Organization
Safe & Vibrant Community

FY25 Successes

24 Projects Completed!!!

Annual Update Process

- Leadership Team & Council Surveys
- Leadership Team & Council Retreats

Updated Action Items

- Investment Policy
- Phoenix Goodyear Airport
- Large Outdoor Events
- Increase City Non-Potable Water Uses
- AI Initiative

Recommendation

Adopt resolution for FY2026-FY2029 Strategic Plan

ITEM #: 10.
DATE: 11/17/2025
AI #:2925

CITY COUNCIL ACTION REPORT

SUBJECT: **GOODYEAR PROPOSED UTILITY RATE INCREASES**

STAFF PRESENTER(S): Kini Knudson, Deputy City Manager; Ryan Bittle, Finance Manager

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OTHER PRESENTER(S):

Citizen Water Advisory Committee Representatives - Current and Former Chair

SUMMARY

The city's previously adopted five-year rate plan for water, wastewater, and solid waste rates expires at the end of calendar year 2025. These are the rates that appear on the monthly city services bill for residents and businesses. With the upcoming expiration, there was a need to conduct a new study for these rates, and to evaluate the need for potential rate increases and adoption of a new multi-year rate plan.

In addition to evaluating rates for water, wastewater, and solid waste, as prescribed in the city's strategic plan, city staff also conducted a study examining the potential of adding a new stormwater fee. Each of these four city utility program recommendations are a result of over six months of analysis, assistance, and communication between city staff, our Citizen Water Advisory Committee (the Committee), and Willdan Financial Consulting.

Following a comprehensive review of the rate programs, the Committee, Willdan Financial Consulting (Willdan), and city staff all came to the conclusion that rate increases are needed to cover the cost of projected expenditures and maintain the long-term sustainability and reliability of the city's utility services and programs. The resulting recommendations were discussed with Council during the October 21, 2025, Council Retreat. As part of that retreat, Council consensus was reached to not proceed with implementing a new stormwater fee.

This report provides an overview of the rate setting process; the proposed rate adjustments for water, wastewater, and solid waste; and the recommended four-year rate plan for water, wastewater, and solid waste rates. The city’s process followed all required statutory timelines, including public notices with an opportunity for community input on the proposed rates. The following is a summary of the public process, including a public hearing scheduled on December 15, 2025, for Council to consider adoption of the proposed utility rates.

April 9, 2025	Committee Rate Study Kickoff
May 14, 2025	Committee Water & Wastewater Rate Discussion
June 11, 2025	Committee Solid Waste & Stormwater Rate Discussion
August 20, 2025	Committee Rate Presentation
September 10, 2025	Committee Formalized Rate Recommendation
September 15, 2025	Council Work Session on New Proposed Stormwater Rate
September 22, 2025	Adopt Notice of Intent and set a Public Hearing date
October 21, 2025	Council Retreat Presentation on Overall Rate Study
November 14, 2025	Public hearing notice for the December 15 meeting was advertised in the newspaper and city website
December 15, 2025	Public Hearing at Council Meeting
January 2026	New Rates Reflected on Utility Bills

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

RECOMMENDATION

Review and discuss the proposed utility rates and receive the recommendation from the Committee. No action is required by Council until a Public Hearing is held on December 15, 2025. (Kini Knudson, Deputy City Manager; Ryan Bittle, Finance Manager)

FISCAL IMPACT

There is no direct fiscal impact associated with this item as it is for discussion only.

However, based on the information contained in this report, the proposed four-year rate plan would provide on average $53.3M in annual rate revenue for the city's water utility, $32.3M in annual rate revenue for the city's wastewater utility, and $12.5M in annual rate revenue for the city's solid waste utility. A public hearing on proposed utility rate increases is scheduled for December 15th, 2025. If approved, the new four-year rate plan will be utilized as guidance for the upcoming budget development processes.

BACKGROUND AND PREVIOUS ACTIONS

Rate Evaluation and Setting Process:

The city currently has fees in place to support the city's water, wastewater, and solid waste programs and services. The city contracted with Willdan to perform a rate study on the city's water, wastewater, solid waste, and stormwater programs. Willdan's work spanned a six-month period and required substantial input and continuous support from the Water Services, Public Works, and Finance departments, as well as the City Manager's Office to gather information, create forecasts, and discuss various scenarios.

The components of Willdan's completed rate study (Attachments A, B, and C) provided a final recommendation that was shared with and approved by the Committee. The financial plan included in the study is in compliance with City of Goodyear financial policy. Each utility is self-sufficient within the rates being recommended, and the use of impact fees and developer contributions have been applied where applicable to help ensure growth pays for growth. The combined effort was meant to ensure that the financial impact on rate payers was minimized as much as possible. Costs factored into the study include, but are not limited to, capital projects, debt service, asset replacement, as well as costs to support all ongoing operations.

Citizen Water Advisory Committee:

Council adopted a resolution on February 24, 2025, to assign the Committee with the task of reviewing and providing recommendations on water, wastewater, stormwater, and solid waste rates. To fulfill this charge, the Committee met five times from April 2025 to September 2025 to receive detailed information about the city's utility systems, and key factors impacting future rates, which were captured as part of the study. The results of the study were presented to the Committee, which voted (4-2) to provide its recommendation to Council to support the proposed rate increases and the four-year rate plan. The Committee provided a memo in support of the proposed increases (Attachment D) and the Committee's meeting minutes have been consolidated (Attachment E).

Council Retreat:

The Committee's recommendation of a four-year rate plan, and the plan's associated rate increases were presented and discussed with Council at the October 21, 2025 Council Retreat. The discussion with Council covered the city's existing utility system components, cost drivers impacting the proposed rate increases, confirmation that the proposed recommendations are in compliance with city's financial policy, and how city of Goodyear rates compare to other city's around the valley. Council consensus was reached to not proceed with implementing the new stormwater fee. Although the city will not be moving forward with the consideration or implementation of a new stormwater fee at this time, Willdan's study of a stormwater fee is included as Attachment C.

The water, wastewater, and solid waste study as well as the stormwater study are available on the city's website on the Public Notice page here: https://www.goodyearaz.gov/government/departments/finance/user-fees.

STAFF ANALYSIS

Revenues raised by rates over the proposed four-year plan are projected to be as follows:

UTILITY	2026	2027	2028	2029
Water	$46.6M	$50.9M	$55.5M	$60.3M
Wastewater	$28.3M	$30.8M	$33.5M	$36.4M
Solid Waste	$10.6M	$11.7M	$13.1M	$14.5M

Projected Expenditures over the four-year plan are as follows:

EXPENDITURES	2026	2027	2028	2029
Water	$55.3M	$55.6M	$58.8M	$64.9M
Wastewater	$111.0M	$40.3M	$40.7M	$42.1M
Solid Waste	$11.2M	$11.2M	$14.5M	$15.9M

Major cost drivers in the proposed rate plan include:

Capital Spend

165.0M Surface Water Treatment Plan Expansion
140.5M Goodyear Water Reclamation Facility Expansion
34.7M Rainbow Valley Water Reclamation Facility Expansion
39.8M Solid Waste Operations Yard

Projected additional Staffing Requirements:

Full-Time Equivalent Additions	2026	2027	2028	2029
Water		4.5	3.5	3.0
Wastewater		6.5	3.5	2.0
Solid Waste		2.0	1.0	3.0

Operations

-Central Arizona Project (CAP) Water, Electricity, Chemicals, and Fuel: Rising commodity costs which are essential to ongoing operations of city utility programs are largely outside of the city's ability to control.

-Labor & Materials: The cost to attract and retain highly skilled labor continues to rise. Materials needed to repair and/or replace critical pieces of city infrastructure often have long lead times and few suppliers.

Ending Fund Balance above our financial policy reserve requirement is projected to be as follows:

UTILITY	2026	2027	2028	2029
Water	$15.6M	$16.9M	$17.6M	$16.1M
Wastewater	$23.6M	$15.4M	$10.3M	$6.8M
Solid Waste	$4.6M	$5.2M	$3.8M	$2.5M

Increased Revenue Requirements as part of the proposed 4-year plan are as follows:

RESIDENTIAL	2026	2027	2028	2029
Water	6.75%	6.75%	6.75%	6.75%
Wastewater	5.5%	5.5%	5.5%	5.5%
Solid Waste	8.0%	8.0%	8.0%	8.0%

COMMERCIAL	2026	2027	2028	2029
Water	6.75%	6.75%	6.75%	6.75%
Wastewater	5.5%	5.5%	5.5%	5.5%
Solid Waste	-	-	-	-

A summary of the impact of the proposed rate increases on the average residential and commercial rate payer's monthly bill is shown in the tables below:

RESIDENTIAL	2026	2027	2028	2029
Water	$2.71	$2.90	$3.09	$3.30
Wastewater	$3.97	$4.18	$4.41	$4.66
Solid Waste	$1.82	$1.97	$2.13	$2.30
Total Monthly Bill Impact	$8.50	$9.05	$9.63	$10.26
% Increase to Monthly Bills	5.8%	5.8%	5.9%	5.9%

COMMERCIAL	2026	2027	2028	2029
Water	$35.86	$38.28	$40.86	$43.62
Wastewater	$23.97	$25.52	$27.17	$28.92
Solid Waste	-	-	-	-
Total Monthly Bill Impact	$59.83	$63.80	$68.03	$72.54
% Increase to Monthly Bills	6.6%	6.6%	6.6%	6.6%

Average monthly billed usage per City of Goodyear account (in gallons) is shown below:

USAGE	Water	Wastewater
Residential	7,500	6,000
Commercial	65,000	48,000

The next step is to conduct a public hearing set for December 15, 2025 in compliance with ARS 9-511.01. If the proposed rate increases are approved, the new rates will go into effect no earlier than 30 days after adoption.

Attachments

Attachment A - Water, Wastewater, Solid Waste Executive Summary

Attachment B - Water, Wastewater, Solid Waste Full Study

Attachment C - Stormwater Full Study
Attachment D - Citizen Committee Recommendation Memo
Attachment E - Citizen Committee Meeting Minutes
Staff Presentation

Executive Summary

Background

In March 2025, the City of Goodyear, Arizona (the "City") engaged **Willdan** to conduct a water, wastewater, and solid waste utility cost of service rate study and develop a long-term financial plan. The City was interested in evaluating the cost of service for each defined customer class and developing a comprehensive rate plan for Fiscal Year ("FY") 2026 and beyond. The City utilizes standard governmental accounting procedures for its general and enterprise funds. The Fiscal Year begins on July 1st and ends on the following June 30th.

The City has identified numerous objectives for this study, including but not limited to the following:

- A comprehensive analysis and evaluation of the water and wastewater systems' and solid waste operations' current cost of service and revenue requirements
- An estimate of current and forecast accounts, volumes and billing units for the ten-year forecast period
- An assessment and evaluation of the known and potential changes occurring within the City's utility systems including but not limited to Central Arizona Project ("CAP") water costs and supplemental capital projects
- A forecast of operating expenses over the next decade, taking into consideration such factors as inflation, system growth, and increases in staffing levels
- A thorough review of the water, wastewater, and solid waste known capital improvement needs, as well as a determination of the need for funding capital requirements through the issuance of long-term debt
- The development of a rate structure that would recover the City's cost of service, ensure equitable, just and reasonable treatment of identified customer classes, and maintain critical financial ratios

In conjunction with City staff, the project team evaluated numerous alternative scenarios and rate structures, each of which would enable the City to achieve these objectives while continuing to provide ratepayers with superior quality water, wastewater, and solid waste service. After a series of meetings with City staff, the Water Planning Committee and the City Council, the project team narrowed its recommendations to the alternative water, wastewater, and solid waste rate designs contained in this study. The analysis and recommendations presented in this study achieve all of the objectives outlined above.

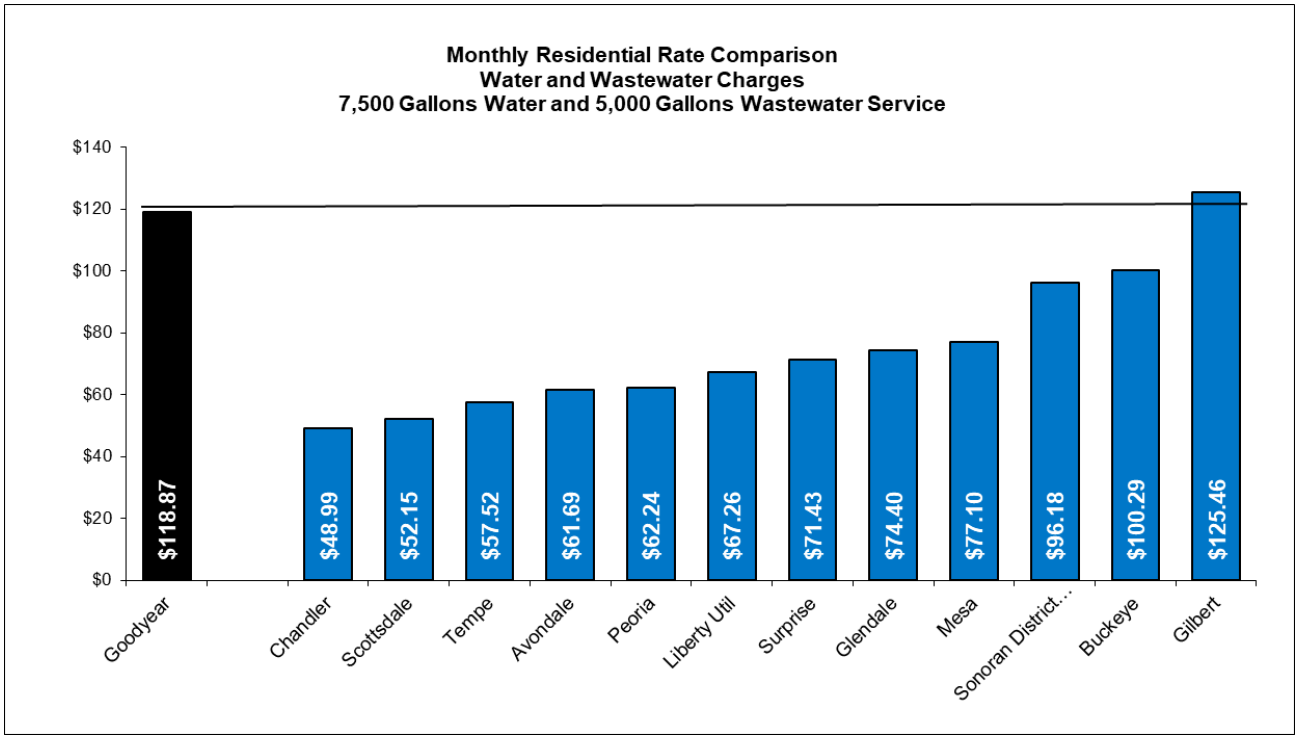
Water, Wastewater, and Solid Waste Rate Comparison

Chart ES-1 graphically compares the City's monthly charges for an average household's usage of 7,500 gallons of water service and 5,000 gallons of wastewater service to those of other nearby providers in the Phoenix area. Volumes of 7,500 gallons water and 5,000 gallons wastewater were used for the comparison as they represent typical usage levels for an average household in Goodyear.

Chart ES-2 compares the City's current monthly Residential charge for Residential collection and disposal to those of neighboring municipalities.

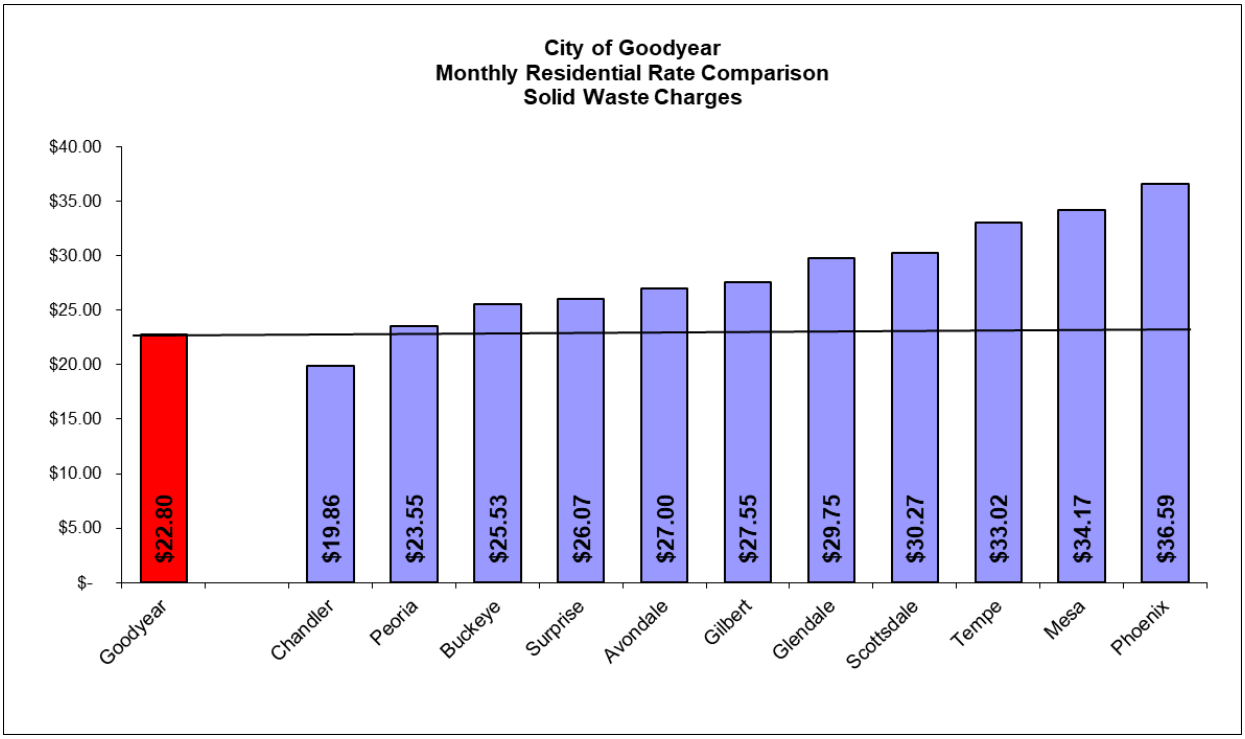
The rate data is based on published rates and ordinances posted by each municipality or provider in their rate ordinance or reported on their website. These rates do not include sales tax, activation or other charges beyond the basic minimum and volume charges.

CHART ES-1



*Rates as of May 2025

CHART ES-2



*Rates as of May 2025

Water, Wastewater, and Solid Waste Customers – Test Year & Ten-Year Forecast

Table ES-3 presents historical and forecast total water and wastewater accounts and classifications. It is important to note that account growth for the City will not be comparable to total population growth, since the City is not the sole provider of water service within its total area.

Chart ES-4 presents historical and forecast growth in total solid waste accounts and additional containers.

It must be stressed that if the City does not connect these projected new connections, financial and rate plan assumptions will need to be substantially modified.

TABLE ES-3

CITY OF GOODYEAR

FORECAST TOTAL CUSTOMERS

WATER Customer Classes

	Residential - City	Residential - County	Multi-Family	Non-Residential (Commercial)	Industrial	Institutional	Schools	Construction	Irrigation	Total
	WATER Total Customers									
2023	19,913	90	71	438	83	12	33	122	511	**21,272**
2024	22,439	92	56	428	91	8	34	101	587	**23,835**
YE02/25	23,276	92	57	437	103	7	35	112	615	**24,734**
2026	24,134	91	58	450	107	7	35	117	641	**25,640**
2027	24,985	94	62	461	111	7	36	117	644	**26,517**
2028	25,803	97	66	472	115	7	36	117	647	**27,360**
2029	26,647	100	69	484	119	7	36	117	650	**28,229**
2030	27,519	103	71	496	123	7	36	117	653	**29,125**
2031	28,350	106	72	509	127	7	36	117	656	**29,980**
2032	29,134	109	73	522	131	7	37	117	659	**30,789**
2033	29,940	112	74	535	135	7	38	117	662	**31,620**
2034	30,768	115	75	549	139	7	38	117	665	**32,473**
2035	31,541	118	76	563	144	7	38	117	668	**33,272**

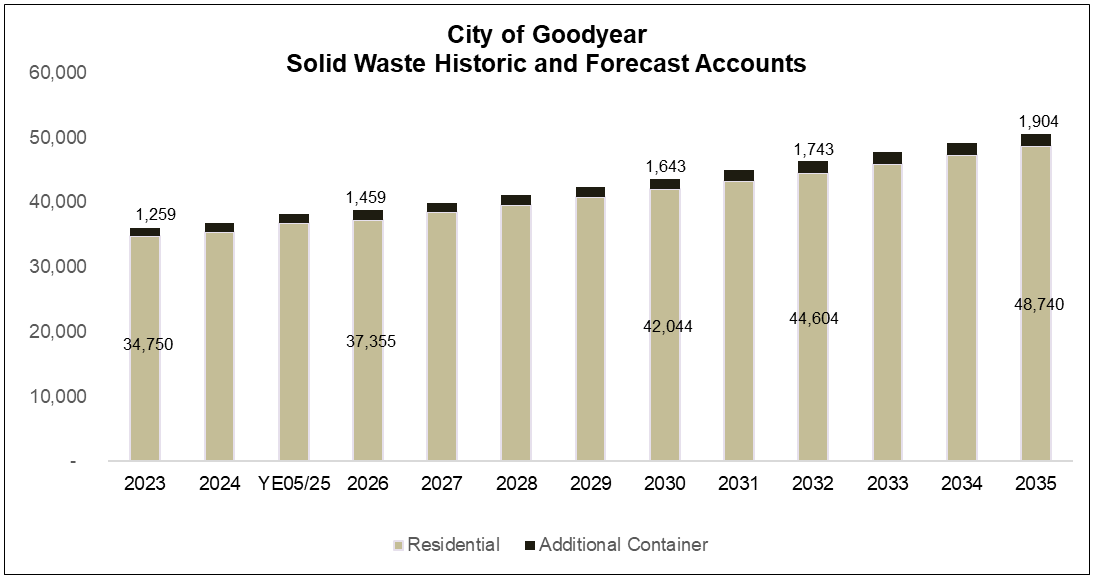
CITY OF GOODYEAR

FORECAST TOTAL CUSTOMERS

WASTEWATER Customer Classes

	Residential - City	Residential - County	Multi-Family	Non-Residential	Industrial	Institutional	Schools	Perryville Prison	Effluent	Total
	WASTEWATER Total Customers									
2023	21,077	6	51	368	68	6	32	1	1	**21,608**
2024	23,845	7	42	396	88	7	34	1	3	**24,422**
YE02/25	24,648	7	44	409	99	7	36	1	5	**25,255**
2026	25,573	7	45	421	105	7	37	1	5	**26,201**
2027	26,424	7	49	432	109	7	38	1	5	**27,072**
2028	27,242	7	53	443	113	7	38	1	5	**27,909**
2029	28,086	7	56	455	117	7	38	1	5	**28,772**
2030	28,958	7	58	467	121	7	38	1	5	**29,662**
2031	29,789	7	59	480	125	7	38	1	5	**30,511**
2032	30,573	7	60	493	129	7	39	1	5	**31,314**
2033	31,379	7	61	506	133	7	40	1	5	**32,139**
2034	32,207	7	62	520	137	7	40	1	5	**32,986**
2035	32,980	7	63	534	142	7	40	1	5	**33,779**

CHART ES-4



Debt Service and Capital Improvement Plan

A key factor in the development of the City's long-term water, wastewater, and solid waste rate plan is the amount of existing and forecast debt needed to fund capital projects not funded through development fees, reserves or other sources such as private sector development agreement financing or grants.

At present time, the City has eleven current water and wastewater debt obligations. The City does not have any solid waste debt obligations.

Table ES-5 presents a functional summary of the City's ten-year water and wastewater Capital Improvement Plan.

TABLE ES-5

CITY OF GOODYEAR

CAPITAL IMPROVEMENT PLAN

SCENARIO:
2025 10 10 -- Scenario I -- Status Quo

WATER CIP Projects		
61-23-234 - Site 13 & 23 Chlorination System Upgrades	$	500,000
60101 - Site 21 NitrateTreatment - Bond for future spend		15,000,000
61-21-117 - Site 11 Reservoir Rehabilitation		3,000,000
61-24-356 - Site 10 Booster Tank Rehab		2,000,000
61-24-353 - Pressure Zone Split WPA 2		25,500,000
60-24-349 - Salt River Project Lateral Upgrades		8,000,000
61-25-458 Well #25 Equip & Expand Treatment at Site 12		7,119,300
60-24-358 - Well 18B Redrill		2,407,000
61-20-001 Water Main Replacement		3,180,000
61-26-477 EMR Parcel 74 Water Main Replacements		6,926,000
60096 aka 61-21-001 - Site 18 Increase Storage(1.5MG) & Rehab existing tank		5,300,000
NEW - Well 12 Redrill		2,500,000
61-25-460 Well 11 Redrill		2,500,000
60041 - Water Main Replacement		2,553,000
61-24-357 - Site #11 Booster Station MCC Replacement		3,000,000
PFAS Treatmentat Site 18		4,060,000
Purchase extinguishment credits		2,000,000
2030 IWMP Update		500,000
2035 IWMP Update		500,000
Expand SWTF to 16MGD		165,000,000
Total Water Projects		**261,545,300**
WASTEWATER CIP Projects		
61-23-223 - Rainbow Valley Lift Station Force Main	$	2,395,900
60077 - Rainbow Valley WRF Expansion - Growth Portion		34,663,540
61-23-245 - Lum Lift Station Force Main		5,544,200
60103 - Corgett WRF Clarifier Rehabilitation and New Clarifier		3,031,800
60062 - Goodyear Motel-Country Aire Apartments Sewer Piping		1,062,000
60093 GWRF Blower Replacement		589,400
61006 GWRF Blower Replacement		611,000
61014 - Goodyear Water Reclamation Facility Expansion		140,481,100
61013- Perryville Grinder Project		2,480,700
61-26-480 Historic Goodyear Sewer Replacements		6,643,000
Perryville Grinder/Auger #1 Replacement		2,547,000
61-24-352 Del Camino Lift Station Generator Replacement		650,000
61016 Wells Fargo Lift Station and Force Main		6,143,500
Fix Bottleneck in Reclaimed Pipe and Improve Aesthetics of SAT Site		3,000,000
Recharge Well 1		10,000,000
Recharge Well 2		10,000,000
SAT Site in WPA 4		18,050,000
2030 IWMP Update		500,000
2035 IWMP Update		500,000
Force main assessments (installing access points, cleaning, televising for pipe condition)		2,500,000
CIPP both main lines from Elwood Rd. into the GYWRF plant due to multiple defects. ($1M)		2,500,000
Golf LS Demo (including the lift station due to safety hazard with wells) and Cotton force main removal.		1,000,000
Total Wastewater Projects		**254,893,140**
Total CIP 2026 -- 2035		**516,438,440**

In discussions with City staff, it was determined that the City plans to issue approximately **$403.9 million** in new debt over the ten-year forecast period as presented in **Table ES-6**.

TABLE ES-6

CITY OF GOODYEAR
FORECAST LONG-TERM DEBT REQUIRED TO FUND CIP

	Water	Wastewater	Total
2026	$ -	$ -	$ -
2027	35,674,000	110,770,600	146,444,600
2028	-	-	-
2029	186,224,300	8,925,200	195,149,500
2030	-	-	-
2031	15,647,000	23,666,000	39,313,000
2032	-	-	-
2033	23,000,000	-	23,000,000
2034	-	-	-
2035	-	-	-
Total	**260,545,300**	**143,361,800**	**403,907,100**

Table ES-7 presents the City's total existing and forecast debt service payments over the next decade.

TABLE ES-7

CITY OF GOODYEAR
CURRENT AND FORECAST DEBT SERVICE
SCENARIO: 2025 06 17 -- Scenario I -- Status Quo

	Water		Wastewater		
Year	Current	Forecast	Current	Forecast	Total
2026	$ 10,552,035	$ -	$ 6,537,328	$ -	**$ 17,089,362**
2027	10,641,870	1,000,768	6,171,644	2,796,958	**20,611,240**
2028	9,568,699	2,096,535	4,904,054	5,593,915	**22,163,203**
2029	7,781,404	7,083,698	4,902,428	5,919,278	**25,686,807**
2030	7,218,009	12,655,860	3,235,548	7,689,640	**30,799,058**
2031	7,824,533	14,674,535	3,051,541	9,652,275	**35,202,884**
2032	8,643,789	17,030,860	3,192,568	9,827,275	**38,694,493**
2033	9,138,057	19,127,360	3,332,341	10,587,275	**42,185,033**
2034	9,527,331	20,052,360	3,473,730	11,152,275	**44,205,696**
2035	9,866,428	21,014,860	3,471,265	12,179,775	**46,532,327**

Water, Wastewater, and Solid Waste Test Year and Forecast Net Revenue Requirement

Table ES-8 presents the ten-year forecast for the City's water and wastewater net revenue requirement to be raised from rates. As the table reveals, the City's water and wastewater net revenue requirements are projected to increase from $85,843,117 in FY2026 to $138,127,931 in FY2035. This represents an annual rate of growth of **5.4%.**

TABLE ES-8

CITY OF GOODYEAR

CURRENT AND FORECAST REVENUE REQUIREMENT

SCENARIO: 2025 10 10 -- Scenario I -- Status Quo

	Operating Expenses	Capital Outlays	Debt Service	Transfers & Contingencies	Cost of Service	Non-Rate Revenues	Revenue Requirement
	TOTAL Revenue Requirement						
2026	$ 126,478,886	$ 13,831,200	$ 17,089,362	$ 8,917,300	$ 166,316,749	$ 80,473,632	**$ 85,843,117**
2027	54,381,469	11,647,855	20,611,240	9,273,992	95,914,556	8,359,163	**87,555,394**
2028	54,026,151	13,683,178	22,163,203	9,644,952	99,517,484	7,194,211	**92,323,273**
2029	57,396,163	14,028,538	25,686,807	9,934,300	107,045,808	6,647,640	**100,398,168**
2030	60,595,898	17,288,824	30,799,058	10,232,329	118,916,109	8,671,030	**110,245,079**
2031	63,851,417	16,692,287	35,202,884	10,539,299	126,285,887	8,433,634	**117,852,252**
2032	75,076,421	14,351,612	38,694,493	10,855,478	138,978,003	8,251,974	**130,726,029**
2033	67,859,924	12,465,479	42,185,033	11,181,142	133,691,578	8,420,907	**125,270,671**
2034	82,486,264	11,356,918	44,205,696	11,516,577	149,565,455	8,604,848	**140,960,607**
2035	75,172,209	12,989,874	46,532,327	11,862,074	146,556,484	8,428,552	**138,127,931**

Table ES-9 presents the ten-year forecast for the City's solid waste net revenue requirement to be raised from rates under recommended rate plan. As the table reveals, the City's solid waste net revenue requirement is projected to increase from $11,096,091 in FY2026 to $22,010,821 in FY2035. This represents an annual rate of growth of **7.9%.**

TABLE ES-9

CITY OF GOODYEAR

FORECAST SOLID WASTE NET REVENUE REQUIREMENT

SCENARIO: 2025 09 03 - Scenario II - $39M Debt

	Operating Expenses	Fund Transfers	Capital Outlays	Debt Service	Total Cost of Service	Less Non-Rate Revenues	Net Revenue Requirement
	Sanitation Revenue Requirement						
2026	$ 9,012,191	$ 988,600	$ 1,165,900	$ -	**$ 11,166,691**	$ (70,600)	**$ 11,096,091**
2027	9,697,047	1,028,144	511,240	-	**11,236,431**	(70,600)	**11,165,831**
2028	10,360,857	1,069,270	622,444	2,474,700	**14,527,270**	(70,600)	**14,456,670**
2029	11,227,012	1,112,041	1,044,644	2,559,700	**15,943,396**	(70,600)	**15,872,796**
2030	11,916,940	1,156,522	611,977	2,649,200	**16,334,640**	(70,600)	**16,264,040**
2031	12,824,399	1,202,783	1,269,254	2,742,700	**18,039,136**	(70,600)	**17,968,536**
2032	13,710,436	1,250,894	477,558	2,839,700	**18,278,588**	(70,600)	**18,207,988**
2033	14,565,949	1,300,930	551,299	2,949,700	**19,367,878**	(70,600)	**19,297,278**
2034	15,479,793	1,352,967	738,061	3,061,700	**20,632,522**	(70,600)	**20,561,922**
2035	16,667,992	1,407,086	831,143	3,175,200	**22,081,421**	(70,600)	**22,010,821**

Water, Wastewater, and Solid Waste Rate Recommendations

During the course of this engagement the project team met with City staff to discuss numerous alternative rate scenarios and rate plans. As a result of these discussions, staff and the project team settled on the water, wastewater, and solid waste scenarios and rate designs presented in this report. These scenarios include all direct and indirect expenditures for operations and maintenance, capital requirements for expansion, repair and replacement, debt service and required reserves. The proposed rate plans are designed to capture sufficient revenues for these purposes as well as sufficient coverage of the basic cost of service.

Water and Wastewater Rate Recommendation

Under the recommended rate proposal, the City implements a series of annual water and wastewater rate adjustments over the four-year period FY2026 through FY2029 to achieve cost of service rates for water and wastewater operations. A full rate forecast is presented in **Appendix A.**

The projected rate revenues collected by the utility are forecast to be sufficient to fund all operating expenses and capital obligations in each of the forecast years. This alternative assumes the following:

- Maintains the current rate design structure for both water and wastewater customer classes
- Rate adjustments are uniformly applied to both base and volume charges
- Water rate adjustments are uniformly applied to all water rate classifications
- Wastewater rate adjustments are uniformly applied to all wastewater rate classifications

Table ES-10 presents a summary of the water rate plan proposed for the City for the next four years and **Table ES-11** presents a summary of the wastewater rate plan.

Table ES-12 on the next page include examples of the impact on typical monthly bills. The recommended rate plan continues the City's policy of implementing water and wastewater rate changes in January of each year.

TABLE ES-10

CITY OF GOODYEAR

PROPOSED WATER RATE PLAN

Scenario: 2025 10 10 -- Scenario I -- Status Quo

Water Rates		Current	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29
CAP Water Charge		**$ 1.70**	$1.70	$1.70	$1.70	$1.70
Monthly Charge	3/4"	**20.87**	22.28	23.78	25.39	27.10
	1"	**28.86**	30.80	32.88	35.10	37.47
	1 1/2"	**46.66**	49.81	53.17	56.76	60.59
	2"	**75.53**	80.63	86.08	91.89	98.09
	3"	**87.42**	93.32	99.62	106.34	113.52
	4"	**142.55**	152.16	162.44	173.40	185.10
	6"	**270.53**	288.79	308.28	329.09	351.31
	8"	**270.53**	288.79	308.28	329.09	351.31
Volume Rate Per 1,000 Gal						
Residential - City						
-	6,000	**2.42**	2.58	2.76	2.94	3.14
6,001	12,000	**4.81**	5.13	5.48	5.85	6.24
12,001	30,000	**7.23**	7.71	8.23	8.79	9.38
30,001	Above	**11.60**	12.39	13.23	14.12	15.07
Non-Residential						
-	40,000	**5.70**	6.08	6.49	6.93	7.40
40,001	100,000	**9.12**	9.73	10.39	11.09	11.84
100,001	Above	**11.82**	12.61	13.46	14.37	15.34
Irrigation						
-	80,000	**8.52**	9.10	9.71	10.36	11.06
80,001	Above	**9.80**	10.46	11.17	11.92	12.73

TABLE ES-11

CITY OF GOODYEAR

PROPOSED WASTEWATER RATE PLAN

Scenario: 2025 10 10 -- Scenario I -- Status Quo

Wastewater Rates		Current	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29
Monthyl Charge	3/4"	**$ 27.29**	$ 28.79	$ 30.37	$ 32.04	$ 33.81
	1"	**41.87**	44.17	46.60	49.16	51.87
	1 1/2"	**51.59**	54.43	57.42	60.58	63.91
	2"	**100.23**	105.74	111.56	117.70	124.17
	3"	**132.21**	139.49	147.16	155.25	163.79
	4"	**175.40**	185.05	195.23	205.97	217.29
	6"	**434.55**	458.44	483.66	510.26	538.32
	8"	**434.55**	458.44	483.66	510.26	538.32
Volume Rate/1,000 Gal						
RES and NON-RES						
-	Above	**7.47**	7.88	8.31	8.77	9.25
Reclaimed Water						
-	Above	**3.29**	3.47	3.66	3.86	4.08

TABLE ES-12

CITY OF GOODYEAR

IMPACT ON MONTHLY CUSTOMER CHARGES

Scenario: 2025 10 10 -- Scenario I -- Status Quo

		Current	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29
Residential Standard Monthly Bill - 3/4"						
7,000 Gal Water	Total	$ 124.21	$ 130.89	$ 137.97	$ 145.47	$ 153.42
6,000 Gal WW	Increase -- $		6.68	7.08	7.50	7.96
	Increase -- %		5.4%	5.4%	5.4%	5.5%
10,000 Gal Water	Total	143.74	151.39	159.51	168.12	177.23
6,000 Gal WW	Increase -- $		7.65	8.12	8.61	9.11
	Increase -- %		5.3%	5.4%	5.4%	5.4%
20,000 Gal Water	Total	258.08	271.85	286.56	302.26	318.74
10,000 Gal WW	Increase -- $		13.77	14.71	15.70	16.48
	Increase -- %		5.3%	5.4%	5.5%	5.5%
Commercial Standard Monthly Bill - 2"						
25,000 Gal Water	Total	$ 510.16	$ 538.61	$ 568.56	$ 600.86	$ 634.87
20,000 Gal WW	Increase -- $		28.45	29.96	32.30	34.01
	Increase -- %		5.6%	5.6%	5.7%	5.7%
50,000 Gal Water	Total	878.76	927.25	978.55	1,033.72	1,091.90
40,000 Gal WW	Increase -- $		48.49	51.30	55.17	58.17
	Increase -- %		5.5%	5.5%	5.6%	5.6%
65,000 Gal Water	Total	1,100.82	1,161.68	1,226.45	1,295.80	1,369.06
48,000 Gal WW	Increase -- $		60.86	64.76	69.35	73.26
	Increase -- %		5.5%	5.6%	5.7%	5.7%

NOTE: Sample bills include CAP Water Charges

Solid Waste Rate Recommendations

Table **ES-13** on the next page presents the recommended solid waste rate schedule for the period FY 2026 – FY 2030.

TABLE ES-13

CITY OF GOODYEAR

SOLID WASTE MONTHLY CHARGE SCHEDULE

Scenario: 2025 09 03 - Scenario II - $39M Debt

		Monthly Charge			
	Current	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29
Residential					
Trash/Recycling Pick Up	$ 22.80	$ 24.62	$ 26.59	$ 28.72	$ 31.02
Increase -- Dollars		1.82	1.97	2.13	2.30
Increase -- Percent		**8.0%**	**8.0%**	**8.0%**	**8.0%**
Residential -- Additional Container					
Residential -- Recycle	$ 8.43	$ 9.10	$ 9.83	$ 10.62	$ 11.47
Increase -- Dollars		0.67	0.73	0.79	0.85
Increase -- Percent		**8.0%**	**8.0%**	**8.0%**	**8.0%**

While this study presents a forecast of rates over the next four years, it is recommended that the City monitor actual growth in accounts and consumption, and update its forecasts annually due to the dynamic nature of growth in the City and the rapid rate of change within the utility. Periodic reviews will enable the City to assess the need for adjustments to the long-term rate plan.

CITY OF GOODYEAR
ARIZONA

2025 Water, Wastewater, and Solid Waste Rate Study

WILLDAN

CITY OF GOODYEAR, ARIZONA
2025 WATER, WASTEWATER, AND SOLID WASTE RATE STUDY
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Appendix A – Water and Wastewater Rate Model

Appendix B – Solid Waste Rate Model

Acknowledgements

During the course of this rate study, several City employees expended considerable time and effort in assisting the project team. These employees included the Mayor and Council, Ms. Wynette Reed, Mr. Kini Knudson, Mr. Steve Scinto, Mr. Ryan Bittle, Mr. Kevin Custer, Ms. Julia Cary, Ms. Barbara Chappell, Mr. Sumeet Mohan, and members of the City's Water Planning Committee. The project team owes a debt of gratitude to the hard work, dedication and professionalism of these individuals, without whom this project would not have been successfully completed.

The project team has relied upon the extensive data supplied by the City. Thus, the integrity of the study is largely dependent upon the accuracy of this financial and volumetric data. Every effort has been made by the project team to validate and confirm the information contained herein prior to the preparation of the final study documents. This report presents no assurance or guarantee that the forecast contained herein will be consistent with actual results or performances. These represent forecasts based on a series of assumptions about future behavior, and are not guarantees. Any changes in assumptions or actual events may result in significant revisions to the forecast and its conclusions. The cash flow projections and debt service coverage calculations are not intended to present overall financial positions, results of operations, and/or cash flows for the periods indicated, which is in conformity with guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants.

Willdan Financial Services ("Willdan") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority. As part of its SEC registration Willdan is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving Willdan. Pursuant to MSRB Rule G-42, Willdan is required to disclose any legal or disciplinary event that is material to Client's evaluation of Willdan or the integrity of its management or advisory personnel. Willdan has determined that no such event exists. Copies of Willdan's filings with the United States Securities and Exchange Commission can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at: https://www.sec.gov/edgar/searchedgar/companysearch.html and searching for either Willdan Financial Services or for our CIK number which is 0001782739.

For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the municipality with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the municipality, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the municipality, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, unless formally engaged to provide such information.

Executive Summary

Executive Summary

Background

In March 2025, the City of Goodyear, Arizona (the "City") engaged **Willdan** to conduct a water, wastewater, and solid waste utility cost of service rate study and develop a long-term financial plan. The City was interested in evaluating the cost of service for each defined customer class and developing a comprehensive rate plan for Fiscal Year ("FY") 2026 and beyond. The City utilizes standard governmental accounting procedures for its general and enterprise funds. The Fiscal Year begins on July 1st and ends on the following June 30th.

The City has identified numerous objectives for this study, including but not limited to the following:

- A comprehensive analysis and evaluation of the water and wastewater systems' and solid waste operations' current cost of service and revenue requirements
- An estimate of current and forecast accounts, volumes and billing units for the ten-year forecast period
- An assessment and evaluation of the known and potential changes occurring within the City's utility systems including but not limited to Central Arizona Project ("CAP") water costs and supplemental capital projects
- A forecast of operating expenses over the next decade, taking into consideration such factors as inflation, system growth, and increases in staffing levels
- A thorough review of the water, wastewater, and solid waste known capital improvement needs, as well as a determination of the need for funding capital requirements through the issuance of long-term debt
- The development of a rate structure that would recover the City's cost of service, ensure equitable, just and reasonable treatment of identified customer classes, and maintain critical financial ratios

In conjunction with City staff, the project team evaluated numerous alternative scenarios and rate structures, each of which would enable the City to achieve these objectives while continuing to provide ratepayers with superior quality water, wastewater, and solid waste service. After a series of meetings with City staff, the Water Planning Committee and the City Council, the project team narrowed its recommendations to the alternative water, wastewater, and solid waste rate designs contained in this study. The analysis and recommendations presented in this study achieve all of the objectives outlined above.

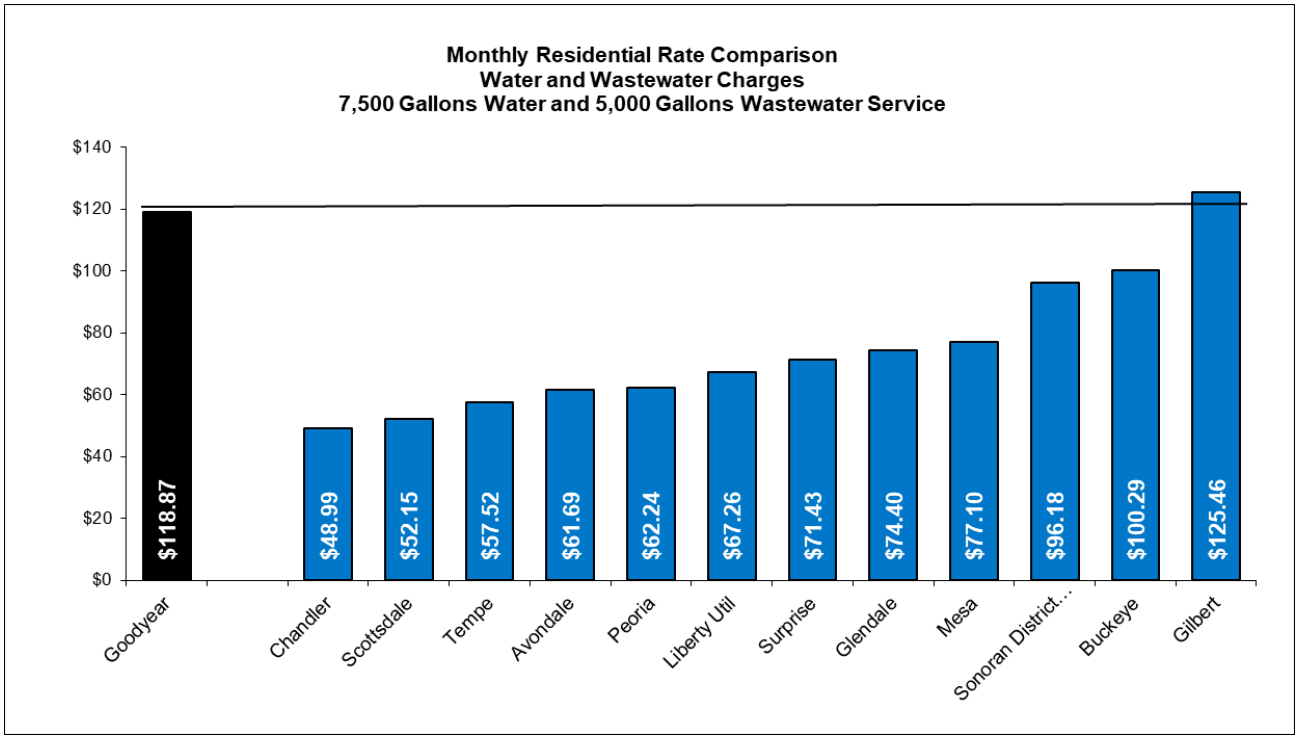
Water, Wastewater, and Solid Waste Rate Comparison

Chart ES-1 graphically compares the City's monthly charges for an average household's usage of 7,500 gallons of water service and 5,000 gallons of wastewater service to those of other nearby providers in the Phoenix area. Volumes of 7,500 gallons water and 5,000 gallons wastewater were used for the comparison as they represent typical usage levels for an average household in Goodyear.

Chart ES-2 compares the City's current monthly Residential charge for Residential collection and disposal to those of neighboring municipalities.

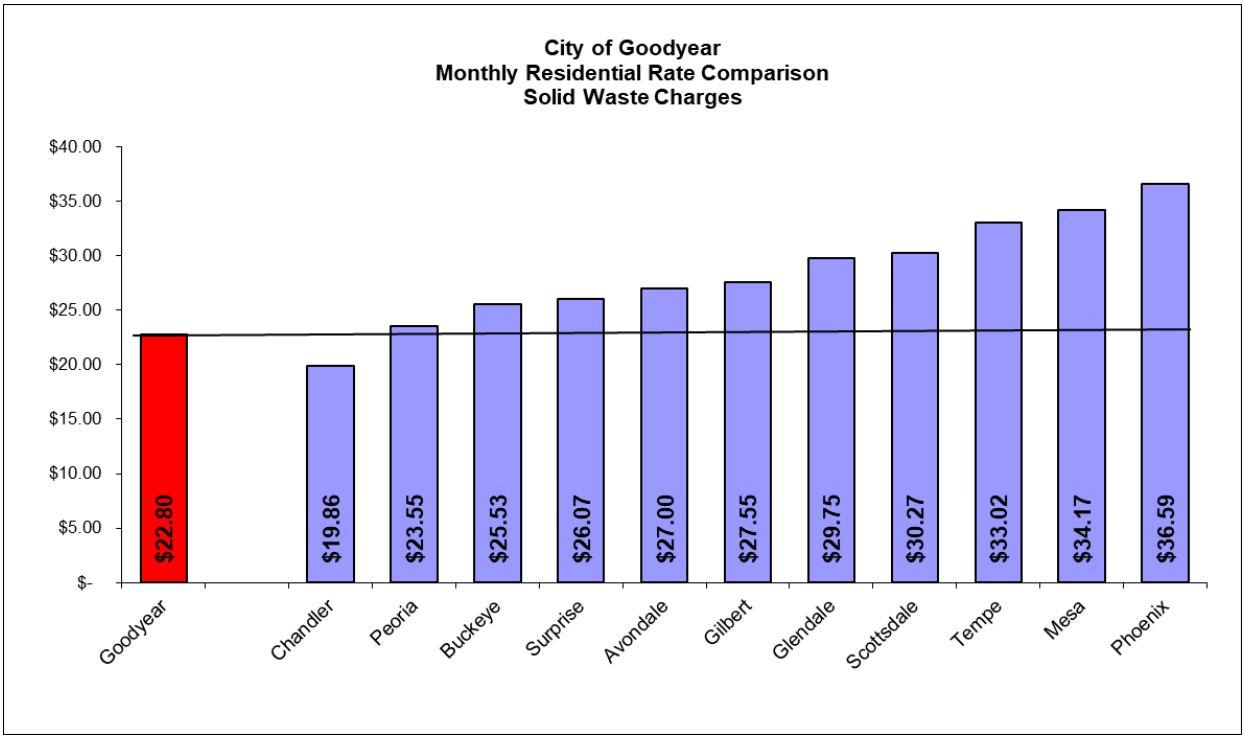
The rate data is based on published rates and ordinances posted by each municipality or provider in their rate ordinance or reported on their website. These rates do not include sales tax, activation or other charges beyond the basic minimum and volume charges.

CHART ES-1



*Rates as of May 2025

CHART ES-2



*Rates as of May 2025

Water, Wastewater, and Solid Waste Customers – Test Year & Ten-Year Forecast

Table ES-3 presents historical and forecast total water and wastewater accounts and classifications. It is important to note that account growth for the City will not be comparable to total population growth, since the City is not the sole provider of water service within its total area.

Chart ES-4 presents historical and forecast growth in total solid waste accounts and additional containers.

It must be stressed that if the City does not connect these projected new connections, financial and rate plan assumptions will need to be substantially modified.

TABLE ES-3

CITY OF GOODYEAR

FORECAST TOTAL CUSTOMERS

WATER Customer Classes

	Residential - City	Residential - County	Multi-Family	Non-Residential (Commercial)	Industrial	Institutional	Schools	Construction	Irrigation	Total
	WATER Total Customers									
2023	19,913	90	71	438	83	12	33	122	511	**21,272**
2024	22,439	92	56	428	91	8	34	101	587	**23,835**
YE02/25	23,276	92	57	437	103	7	35	112	615	**24,734**
2026	24,134	91	58	450	107	7	35	117	641	**25,640**
2027	24,985	94	62	461	111	7	36	117	644	**26,517**
2028	25,803	97	66	472	115	7	36	117	647	**27,360**
2029	26,647	100	69	484	119	7	36	117	650	**28,229**
2030	27,519	103	71	496	123	7	36	117	653	**29,125**
2031	28,350	106	72	509	127	7	36	117	656	**29,980**
2032	29,134	109	73	522	131	7	37	117	659	**30,789**
2033	29,940	112	74	535	135	7	38	117	662	**31,620**
2034	30,768	115	75	549	139	7	38	117	665	**32,473**
2035	31,541	118	76	563	144	7	38	117	668	**33,272**

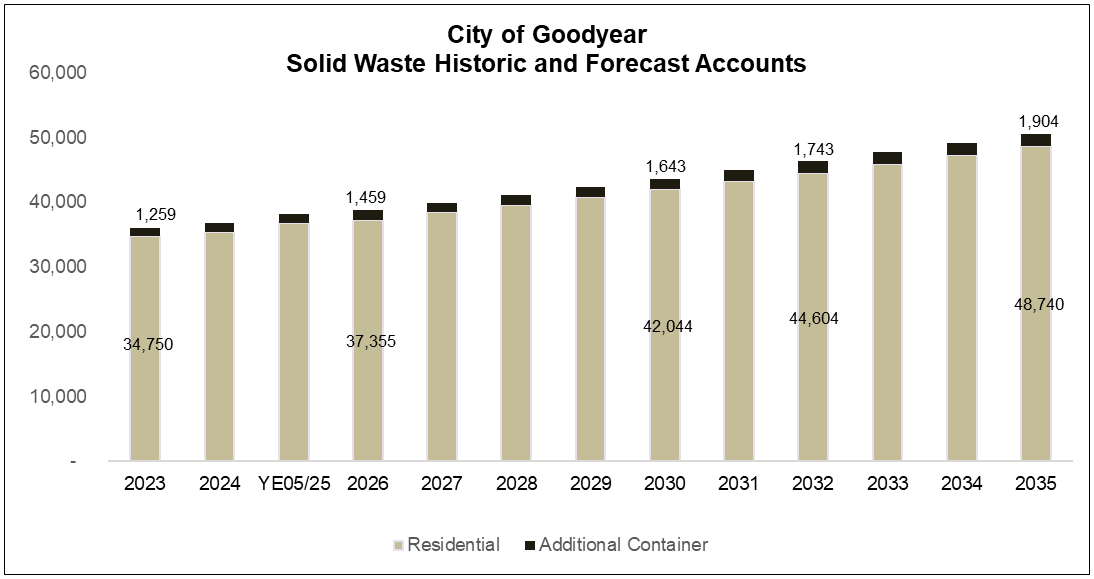
CITY OF GOODYEAR

FORECAST TOTAL CUSTOMERS

WASTEWATER Customer Classes

	Residential - City	Residential - County	Multi-Family	Non-Residential	Industrial	Institutional	Schools	Perryville Prison	Effluent	Total
	WASTEWATER Total Customers									
2023	21,077	6	51	368	68	6	32	1	1	**21,608**
2024	23,845	7	42	396	88	7	34	1	3	**24,422**
YE02/25	24,648	7	44	409	99	7	36	1	5	**25,255**
2026	25,573	7	45	421	105	7	37	1	5	**26,201**
2027	26,424	7	49	432	109	7	38	1	5	**27,072**
2028	27,242	7	53	443	113	7	38	1	5	**27,909**
2029	28,086	7	56	455	117	7	38	1	5	**28,772**
2030	28,958	7	58	467	121	7	38	1	5	**29,662**
2031	29,789	7	59	480	125	7	38	1	5	**30,511**
2032	30,573	7	60	493	129	7	39	1	5	**31,314**
2033	31,379	7	61	506	133	7	40	1	5	**32,139**
2034	32,207	7	62	520	137	7	40	1	5	**32,986**
2035	32,980	7	63	534	142	7	40	1	5	**33,779**

CHART ES-4



Debt Service and Capital Improvement Plan

A key factor in the development of the City's long-term water, wastewater, and solid waste rate plan is the amount of existing and forecast debt needed to fund capital projects not funded through development fees, reserves or other sources such as private sector development agreement financing or grants.

At present time, the City has eleven current water and wastewater debt obligations. The City does not have any solid waste debt obligations.

Table ES-5 presents a functional summary of the City's ten-year water and wastewater Capital Improvement Plan.

TABLE ES-5

CITY OF GOODYEAR

CAPITAL IMPROVEMENT PLAN

SCENARIO:
2025 10 10 -- Scenario I -- Status Quo

WATER CIP Projects		
61-23-234 - Site 13 & 23 Chlorination System Upgrades	$	500,000
60101 - Site 21 NitrateTreatment - Bond for future spend		15,000,000
61-21-117 - Site 11 Reservoir Rehabilitation		3,000,000
61-24-356 - Site 10 Booster Tank Rehab		2,000,000
61-24-353 - Pressure Zone Split WPA 2		25,500,000
60-24-349 - Salt River Project Lateral Upgrades		8,000,000
61-25-458 Well #25 Equip & Expand Treatment at Site 12		7,119,300
60-24-358 - Well 18B Redrill		2,407,000
61-20-001 Water Main Replacement		3,180,000
61-26-477 EMR Parcel 74 Water Main Replacements		6,926,000
60096 aka 61-21-001 - Site 18 Increase Storage(1.5MG) & Rehab existing tank		5,300,000
NEW - Well 12 Redrill		2,500,000
61-25-460 Well 11 Redrill		2,500,000
60041 - Water Main Replacement		2,553,000
61-24-357 - Site #11 Booster Station MCC Replacement		3,000,000
PFAS Treatmentat Site 18		4,060,000
Purchase extinguishment credits		2,000,000
2030 IWMP Update		500,000
2035 IWMP Update		500,000
Expand SWTF to 16MGD		165,000,000
Total Water Projects		**261,545,300**
WASTEWATER CIP Projects		
61-23-223 - Rainbow Valley Lift Station Force Main	$	2,395,900
60077 - Rainbow Valley WRF Expansion - Growth Portion		34,663,540
61-23-245 - Lum Lift Station Force Main		5,544,200
60103 - Corgett WRF Clarifier Rehabilitation and New Clarifier		3,031,800
60062 - Goodyear Motel-Country Aire Apartments Sewer Piping		1,062,000
60093 GWRF Blower Replacement		589,400
61006 GWRF Blower Replacement		611,000
61014 - Goodyear Water Reclamation Facility Expansion		140,481,100
61013- Perryville Grinder Project		2,480,700
61-26-480 Historic Goodyear Sewer Replacements		6,643,000
Perryville Grinder/Auger #1 Replacement		2,547,000
61-24-352 Del Camino Lift Station Generator Replacement		650,000
61016 Wells Fargo Lift Station and Force Main		6,143,500
Fix Bottleneck in Reclaimed Pipe and Improve Aesthetics of SAT Site		3,000,000
Recharge Well 1		10,000,000
Recharge Well 2		10,000,000
SAT Site in WPA 4		18,050,000
2030 IWMP Update		500,000
2035 IWMP Update		500,000
Force main assessments (installing access points, cleaning, televising for pipe condition)		2,500,000
CIPP both main lines from Elwood Rd. into the GYWRF plant due to multiple defects. ($1M)		2,500,000
Golf LS Demo (including the lift station due to safety hazard with wells) and Cotton force main removal.		1,000,000
Total Wastewater Projects		**254,893,140**
Total CIP 2026 -- 2035		**516,438,440**

In discussions with City staff, it was determined that the City plans to issue approximately **$403.9 million** in new debt over the ten-year forecast period as presented in **Table ES-6**.

TABLE ES-6

CITY OF GOODYEAR
FORECAST LONG-TERM DEBT REQUIRED TO FUND CIP

	Water	Wastewater	Total
2026	$ -	$ -	$ -
2027	35,674,000	110,770,600	146,444,600
2028	-	-	-
2029	186,224,300	8,925,200	195,149,500
2030	-	-	-
2031	15,647,000	23,666,000	39,313,000
2032	-	-	-
2033	23,000,000	-	23,000,000
2034	-	-	-
2035	-	-	-
Total	**260,545,300**	**143,361,800**	**403,907,100**

Table ES-7 presents the City's total existing and forecast debt service payments over the next decade.

TABLE ES-7

CITY OF GOODYEAR
CURRENT AND FORECAST DEBT SERVICE
SCENARIO: 2025 06 17 -- Scenario I -- Status Quo

	Water		Wastewater		
Year	Current	Forecast	Current	Forecast	Total
2026	$ 10,552,035	$ -	$ 6,537,328	$ -	**$ 17,089,362**
2027	10,641,870	1,000,768	6,171,644	2,796,958	**20,611,240**
2028	9,568,699	2,096,535	4,904,054	5,593,915	**22,163,203**
2029	7,781,404	7,083,698	4,902,428	5,919,278	**25,686,807**
2030	7,218,009	12,655,860	3,235,548	7,689,640	**30,799,058**
2031	7,824,533	14,674,535	3,051,541	9,652,275	**35,202,884**
2032	8,643,789	17,030,860	3,192,568	9,827,275	**38,694,493**
2033	9,138,057	19,127,360	3,332,341	10,587,275	**42,185,033**
2034	9,527,331	20,052,360	3,473,730	11,152,275	**44,205,696**
2035	9,866,428	21,014,860	3,471,265	12,179,775	**46,532,327**

Water, Wastewater, and Solid Waste Test Year and Forecast Net Revenue Requirement

Table ES-8 presents the ten-year forecast for the City's water and wastewater net revenue requirement to be raised from rates. As the table reveals, the City's water and wastewater net revenue requirements are projected to increase from $85,843,117 in FY2026 to $138,127,931 in FY2035. This represents an annual rate of growth of **5.4%.**

TABLE ES-8

CITY OF GOODYEAR

CURRENT AND FORECAST REVENUE REQUIREMENT

SCENARIO: 2025 10 10 -- Scenario I -- Status Quo

	Operating Expenses	Capital Outlays	Debt Service	Transfers & Contingencies	Cost of Service	Non-Rate Revenues	Revenue Requirement
	TOTAL Revenue Requirement						
2026	$ 126,478,886	$ 13,831,200	$ 17,089,362	$ 8,917,300	$ 166,316,749	$ 80,473,632	**$ 85,843,117**
2027	54,381,469	11,647,855	20,611,240	9,273,992	95,914,556	8,359,163	**87,555,394**
2028	54,026,151	13,683,178	22,163,203	9,644,952	99,517,484	7,194,211	**92,323,273**
2029	57,396,163	14,028,538	25,686,807	9,934,300	107,045,808	6,647,640	**100,398,168**
2030	60,595,898	17,288,824	30,799,058	10,232,329	118,916,109	8,671,030	**110,245,079**
2031	63,851,417	16,692,287	35,202,884	10,539,299	126,285,887	8,433,634	**117,852,252**
2032	75,076,421	14,351,612	38,694,493	10,855,478	138,978,003	8,251,974	**130,726,029**
2033	67,859,924	12,465,479	42,185,033	11,181,142	133,691,578	8,420,907	**125,270,671**
2034	82,486,264	11,356,918	44,205,696	11,516,577	149,565,455	8,604,848	**140,960,607**
2035	75,172,209	12,989,874	46,532,327	11,862,074	146,556,484	8,428,552	**138,127,931**

Table ES-9 presents the ten-year forecast for the City's solid waste net revenue requirement to be raised from rates under recommended rate plan. As the table reveals, the City's solid waste net revenue requirement is projected to increase from $11,096,091 in FY2026 to $22,010,821 in FY2035. This represents an annual rate of growth of **7.9%.**

TABLE ES-9

CITY OF GOODYEAR

FORECAST SOLID WASTE NET REVENUE REQUIREMENT

SCENARIO: 2025 09 03 - Scenario II - $39M Debt

	Operating Expenses	Fund Transfers	Capital Outlays	Debt Service	Total Cost of Service	Less Non-Rate Revenues	Net Revenue Requirement
	Sanitation Revenue Requirement						
2026	$ 9,012,191	$ 988,600	$ 1,165,900	$ -	**$ 11,166,691**	$ (70,600)	**$ 11,096,091**
2027	9,697,047	1,028,144	511,240	-	**11,236,431**	(70,600)	**11,165,831**
2028	10,360,857	1,069,270	622,444	2,474,700	**14,527,270**	(70,600)	**14,456,670**
2029	11,227,012	1,112,041	1,044,644	2,559,700	**15,943,396**	(70,600)	**15,872,796**
2030	11,916,940	1,156,522	611,977	2,649,200	**16,334,640**	(70,600)	**16,264,040**
2031	12,824,399	1,202,783	1,269,254	2,742,700	**18,039,136**	(70,600)	**17,968,536**
2032	13,710,436	1,250,894	477,558	2,839,700	**18,278,588**	(70,600)	**18,207,988**
2033	14,565,949	1,300,930	551,299	2,949,700	**19,367,878**	(70,600)	**19,297,278**
2034	15,479,793	1,352,967	738,061	3,061,700	**20,632,522**	(70,600)	**20,561,922**
2035	16,667,992	1,407,086	831,143	3,175,200	**22,081,421**	(70,600)	**22,010,821**

Water, Wastewater, and Solid Waste Rate Recommendations

During the course of this engagement the project team met with City staff to discuss numerous alternative rate scenarios and rate plans. As a result of these discussions, staff and the project team settled on the water, wastewater, and solid waste scenarios and rate designs presented in this report. These scenarios include all direct and indirect expenditures for operations and maintenance, capital requirements for expansion, repair and replacement, debt service and required reserves. The proposed rate plans are designed to capture sufficient revenues for these purposes as well as sufficient coverage of the basic cost of service.

Water and Wastewater Rate Recommendation

Under the recommended rate proposal, the City implements a series of annual water and wastewater rate adjustments over the four-year period FY2026 through FY2029 to achieve cost of service rates for water and wastewater operations. A full rate forecast is presented in **Appendix A.**

The projected rate revenues collected by the utility are forecast to be sufficient to fund all operating expenses and capital obligations in each of the forecast years. This alternative assumes the following:

- Maintains the current rate design structure for both water and wastewater customer classes
- Rate adjustments are uniformly applied to both base and volume charges
- Water rate adjustments are uniformly applied to all water rate classifications
- Wastewater rate adjustments are uniformly applied to all wastewater rate classifications

Table ES-10 presents a summary of the water rate plan proposed for the City for the next four years and **Table ES-11** presents a summary of the wastewater rate plan.

Table ES-12 on the next page include examples of the impact on typical monthly bills. The recommended rate plan continues the City's policy of implementing water and wastewater rate changes in January of each year.

TABLE ES-10

CITY OF GOODYEAR

PROPOSED WATER RATE PLAN

Scenario: 2025 10 10 -- Scenario I -- Status Quo

Water Rates		Current	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29
CAP Water Charge		**$ 1.70**	$1.70	$1.70	$1.70	$1.70
Monthly Charge	3/4"	**20.87**	22.28	23.78	25.39	27.10
	1"	**28.86**	30.80	32.88	35.10	37.47
	1 1/2"	**46.66**	49.81	53.17	56.76	60.59
	2"	**75.53**	80.63	86.08	91.89	98.09
	3"	**87.42**	93.32	99.62	106.34	113.52
	4"	**142.55**	152.16	162.44	173.40	185.10
	6"	**270.53**	288.79	308.28	329.09	351.31
	8"	**270.53**	288.79	308.28	329.09	351.31
Volume Rate Per 1,000 Gal						
Residential - City						
-	6,000	**2.42**	2.58	2.76	2.94	3.14
6,001	12,000	**4.81**	5.13	5.48	5.85	6.24
12,001	30,000	**7.23**	7.71	8.23	8.79	9.38
30,001	Above	**11.60**	12.39	13.23	14.12	15.07
Non-Residential						
-	40,000	**5.70**	6.08	6.49	6.93	7.40
40,001	100,000	**9.12**	9.73	10.39	11.09	11.84
100,001	Above	**11.82**	12.61	13.46	14.37	15.34
Irrigation						
-	80,000	**8.52**	9.10	9.71	10.36	11.06
80,001	Above	**9.80**	10.46	11.17	11.92	12.73

TABLE ES-11

CITY OF GOODYEAR

PROPOSED WASTEWATER RATE PLAN

Scenario: 2025 10 10 -- Scenario I -- Status Quo

Wastewater Rates		Current	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29
Monthyl Charge	3/4"	**$ 27.29**	$ 28.79	$ 30.37	$ 32.04	$ 33.81
	1"	**41.87**	44.17	46.60	49.16	51.87
	1 1/2"	**51.59**	54.43	57.42	60.58	63.91
	2"	**100.23**	105.74	111.56	117.70	124.17
	3"	**132.21**	139.49	147.16	155.25	163.79
	4"	**175.40**	185.05	195.23	205.97	217.29
	6"	**434.55**	458.44	483.66	510.26	538.32
	8"	**434.55**	458.44	483.66	510.26	538.32
Volume Rate/1,000 Gal						
RES and NON-RES						
-	Above	**7.47**	7.88	8.31	8.77	9.25
Reclaimed Water						
-	Above	**3.29**	3.47	3.66	3.86	4.08

TABLE ES-12

CITY OF GOODYEAR

IMPACT ON MONTHLY CUSTOMER CHARGES

Scenario: 2025 10 10 -- Scenario I -- Status Quo

		Current	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29
Residential Standard Monthly Bill - 3/4"						
7,000 Gal Water	Total	$ 124.21	$ 130.89	$ 137.97	$ 145.47	$ 153.42
6,000 Gal WW	Increase -- $		6.68	7.08	7.50	7.96
	Increase -- %		5.4%	5.4%	5.4%	5.5%
10,000 Gal Water	Total	143.74	151.39	159.51	168.12	177.23
6,000 Gal WW	Increase -- $		7.65	8.12	8.61	9.11
	Increase -- %		5.3%	5.4%	5.4%	5.4%
20,000 Gal Water	Total	258.08	271.85	286.56	302.26	318.74
10,000 Gal WW	Increase -- $		13.77	14.71	15.70	16.48
	Increase -- %		5.3%	5.4%	5.5%	5.5%
Commercial Standard Monthly Bill - 2"						
25,000 Gal Water	Total	$ 510.16	$ 538.61	$ 568.56	$ 600.86	$ 634.87
20,000 Gal WW	Increase -- $		28.45	29.96	32.30	34.01
	Increase -- %		5.6%	5.6%	5.7%	5.7%
50,000 Gal Water	Total	878.76	927.25	978.55	1,033.72	1,091.90
40,000 Gal WW	Increase -- $		48.49	51.30	55.17	58.17
	Increase -- %		5.5%	5.5%	5.6%	5.6%
65,000 Gal Water	Total	1,100.82	1,161.68	1,226.45	1,295.80	1,369.06
48,000 Gal WW	Increase -- $		60.86	64.76	69.35	73.26
	Increase -- %		5.5%	5.6%	5.7%	5.7%

NOTE: Sample bills include CAP Water Charges

Solid Waste Rate Recommendations

Table **ES-13** on the next page presents the recommended solid waste rate schedule for the period FY 2026 – FY 2030.

TABLE ES-13

CITY OF GOODYEAR

SOLID WASTE MONTHLY CHARGE SCHEDULE

Scenario: 2025 09 03 - Scenario II - $39M Debt

		Monthly Charge			
	Current	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29
Residential					
Trash/Recycling Pick Up	$ 22.80	$ 24.62	$ 26.59	$ 28.72	$ 31.02
Increase -- Dollars		1.82	1.97	2.13	2.30
Increase -- Percent		**8.0%**	**8.0%**	**8.0%**	**8.0%**
Residential -- Additional Container					
Residential -- Recycle	$ 8.43	$ 9.10	$ 9.83	$ 10.62	$ 11.47
Increase -- Dollars		0.67	0.73	0.79	0.85
Increase -- Percent		**8.0%**	**8.0%**	**8.0%**	**8.0%**

While this study presents a forecast of rates over the next four years, it is recommended that the City monitor actual growth in accounts and consumption, and update its forecasts annually due to the dynamic nature of growth in the City and the rapid rate of change within the utility. Periodic reviews will enable the City to assess the need for adjustments to the long-term rate plan.

Section I

SECTION I

Introduction and Demographic Profile

Background

In March 2025 the City of Goodyear, Arizona (the "City") engaged **Willdan Financial Services** to conduct a water, wastewater, and solid waste utility cost of service rate study. The City was interested in evaluating the cost of service for each defined customer class and developing a comprehensive rate plan for Fiscal Year ("FY") 2026 and beyond. The City utilizes standard governmental accounting procedures for its general and enterprise funds. The Fiscal Year begins on July 1st and ends on the following June 30th.

In this study, FY 2026 will also be referred to as the Test Year ("TY"). As noted in the AWWA *Manual M1*, the selection of a test year is an important starting point for establishing a utility's revenue requirements. The test year may be based entirely on historical data, projected data, or, as in this study, "pro forma" which begins with historical costs and then adjusts for those "known and measurable" changes.

The City has identified numerous objectives for this study, including but not limited to the following:

- A comprehensive analysis and evaluation of the water, wastewater and solid waste operations' current cost of service and revenue requirements
- An estimate of current and forecast accounts, volumes and billing units for the ten-year forecast period
- An assessment and evaluation of the known and potential changes occurring within the City's utility systems including but not limited to Central Arizona Project ("CAP") water costs and supplemental capital projects
- A forecast of operating expenses over the next decade, taking into consideration such factors as inflation, system growth, and increases in staffing levels
- A thorough review of the water, wastewater, and solid waste known capital improvement needs, as well as a determination of the need for funding capital requirements through the issuance of long-term debt
- The development of a rate structure that would recover the City's cost of service, ensure equitable, just and reasonable treatment of identified customer classes, and maintain critical financial ratios

- An analysis of the existing water rate block structure for overall effectiveness

In conjunction with City staff, the project team evaluated numerous alternative scenarios and rate structures, each of which would enable the City to achieve these objectives while continuing to provide ratepayers with superior quality water, wastewater, and solid waste service. After a series of meetings with City staff, the Water Planning Committee and the City Council, the project team narrowed its recommendations to the alternative water, wastewater, and solid waste rate designs contained in this study. The analysis and recommendations presented in this study achieve all of the objectives outlined above.

Report Organization

This report is organized into the following sections:

Section I – Introduction and Demographic Profile - outlines the background, objectives and scope of this rate study and long-term financial plan. Also presents the City's current rate structures and a demographic profile of the City of Goodyear. This includes a comparison of the City's water and wastewater charges with other cities in Arizona.

Section II – Water and Wastewater Test Year and Forecast Volumes – analyzes the City's customer base, total accounts and current volumes of treated water and wastewater. This section presents totals for the current year and a forecast ten years into the future.

Section III – Water and Wastewater Test Year and Forecast Revenue Requirement – outlines the process of analyzing the City's current water and wastewater utility cost structure. The total current or "test year" revenue requirements are developed, and costs are functionalized between treatment, distribution/collection, administration and customer billing. Using the test year as a basis, costs are forecast for a ten-year period.

Section IV – Water and Wastewater Rate Design – presents a rate design recommendation for the City to consider which would enable it to meet its revenue requirements over the next five years. Also presents an analysis of the impact of these alternative rate plans on each defined customer class.

Section V – Solid Waste Service Cost Analysis and Rate Design – presents the forecast revenue requirement and rate design recommendations for the City's solid waste collection system.

Appendix A – presents a hard copy printout of key worksheets from the Microsoft Excel spreadsheet model developed for the City to calculate water and wastewater current and future revenue requirements. The model automatically generates all calculations based on a set of defined user inputs.

Appendix B – presents a hard copy printout of key worksheets from the Microsoft Excel spreadsheet model developed for the City to calculate solid waste current and future revenue requirements. The model automatically generates all calculations based on a set of defined user inputs.

City Leadership

Goodyear, Arizona is a city with a rich, rewarding quality of life and tremendous community spirit, exemplified by two prestigious national awards in 2008 – The All-American City and City Livability awards. Goodyear offers all the advantages of a small community, with all the cultural and entertainment resources that the Phoenix area offers.

Goodyear is strategically located at the base of the Estrella Mountains, in the southwest portion of the Phoenix metro area, just 20 minutes west of downtown Phoenix. Its strategic location on Interstate 10 provides easy access to Los Angeles to the west, Phoenix and Tucson to the east. Goodyear spans approximately 191 square miles, making it the 5th largest city in Arizona by land area.

Goodyear is the Spring Training home of the Cleveland Guardians and the Cincinnati Reds. The desert vistas, majestic mountains, and master planned communities with lakes, country clubs and golf courses encourage an active outdoor lifestyle that attracts many residents and businesses to Goodyear.

The City operates under a Council-Manager form of government. The Council consists of the Mayor and six council members– all elected at large on a non-partisan ballot. The Mayor and Council serve four-year terms. The Mayor has a two-term limit and Council a three-term limit. Council members serve staggered terms.

The City Manager reports to the Mayor, Council and the Citizens of Goodyear, and is responsible for the day-to-day operations of the City. All changes to the City's water, wastewater, and solid waste rate structure must be approved by a vote of the Council. **Table I-1** lists current serving City officials.

TABLE I-1

CITY OF GOODYEAR

CITY OFFICIALS -- AUGUST 2025

Mayor and Council		Senior City Staff	
Joe Pizzillo	*Mayor*	Wynette Reed	*City Manager*
Wally Campbell	*Vice Mayor*	Justin Fair	*Deputy City Manager*
Brannon Hampton	*Council Member*	Kini Knudson	*Deputy City Manager*
Laura Kaino	*Council Member*	Rachel Garcia	*Deputy City Manager*
Vicki Gillis	*Council Member*	Jared Askelson	*Director of Finance*
Benita Beckles	*Council Member*	Ryan Bittle	*Finance Manager*
Trey Terry	*Council Member*	Sumeet Mohan, P.E.	*Public Works Director*

In addition, the City utilizes various Boards, Committees, and Commissions to advise the Council, including the Water Planning Committee. The Water Planning Committee was involved at several milestones of the study for both informational and review purposes and provided both important input and valuable recommendations.

Water and Wastewater Current Rates

Table I-2 summarizes the City's current water, wastewater and effluent (reclaimed water) rates.

TABLE I-2

CITY OF GOODYEAR

CURRENT WATER AND WASTEWATER RATES

		Water		Wastewater	
Monthly Minimum Charge		CITY	COUNTY*	CITY	COUNTY*
3/4"		$ 20.87	$ 26.08	$ 27.29	$ 34.11
1"		28.86	36.07	41.87	52.34
1 1/2"		46.66	58.33	51.59	64.49
2"		75.53	94.42	100.23	125.29
3"		87.42	109.27	132.21	165.26
4"		142.55	178.18	175.40	219.25
6"+		270.53	338.16	434.55	543.18
Volume Rate/1,000 Gal					
Residential - City					
-	6,000	2.42	3.02	7.47	9.34
6,001	12,000	4.81	6.01	7.47	9.34
12,001	30,000	7.23	9.03	7.47	9.34
30,001	Above	11.60	14.50	7.47	9.34
Multi-Family/Commercial/Industrial					
-	40,000	5.70	7.12	7.47	9.34
40,001	100,000	9.12	11.40	7.47	9.34
100,001	Above	11.82	14.77	7.47	9.34
Irrigation					
-	80,000	8.52	10.65	NA	NA
80,001	Above	9.80	12.25	NA	NA
Reclaimed Water					
Per 1,00 Gallons		NA	NA	3.29	NA

* County customers are charged a 25% premium

All City water accounts are assessed a base charge based on meter size in addition to their inverted block volumetric rate structure. Non-Residential, Multi-Family, Schools, Churches, Hydrants, Institutional, and Industrial accounts are assessed commercial rates. Irrigation customers pay the commercial base rates, but a separate inverted block volumetric rate. Residential-County accounts are located outside of the city limits and have base

charges that are 25% higher than Residential-City accounts. Water Volume rates for Residential-County customers for all tiers are also billed at 25% higher than City accounts.

Residential wastewater accounts pay a base charge based on meter size as well as a flat volumetric rate. Non-Residential, Multi-Family, Schools, Churches, Hydrants, Institutional, and Industrial accounts are assessed commercial rates which include a base charge based on meter size and a flat volumetric rate. Until July 2015, the Perryville Prison paid the City for sewer services based on a long-standing contractual agreement with the City. Beginning in July 2015, the Prison began paying the commercial volumetric charge.

Treated Effluent, or Reclaimed Water is sold for use in landscape irrigation. The current reclaimed water (effluent) rates include a base charge based on meter size and a flat volumetric charge.

Current Charges and Comparisons

Table I-3 compares the City's monthly charges for an average household usage of 7,500 gallons of water service and 5,000 gallons of wastewater service to other providers in the Phoenix area. **Chart I-4** presents the combined average charges graphically. Volumes of 7,500 gallons water and 5,000 gallons wastewater were used for the comparison as they represent typical usage levels for an average household in Goodyear. The rate data is based on published rates and ordinances posted by each municipality or provider in their rate ordinance or reported on their website.

These rates do not include sales tax, activation or other charges beyond the basic minimum and volume charges. Comparisons such as these are for usage charges only. This type of comparison may have the unintended effect of discriminating against communities who choose to finance system expansions through current rates or revenue bonds, which are included in rates, as opposed to those who utilize general obligation bonds, which are funded through taxes. All else being equal, a City that primarily or exclusively uses general obligation bonds will have a lower water rate per 1,000 gallons but a higher tax rate.

TABLE I-3

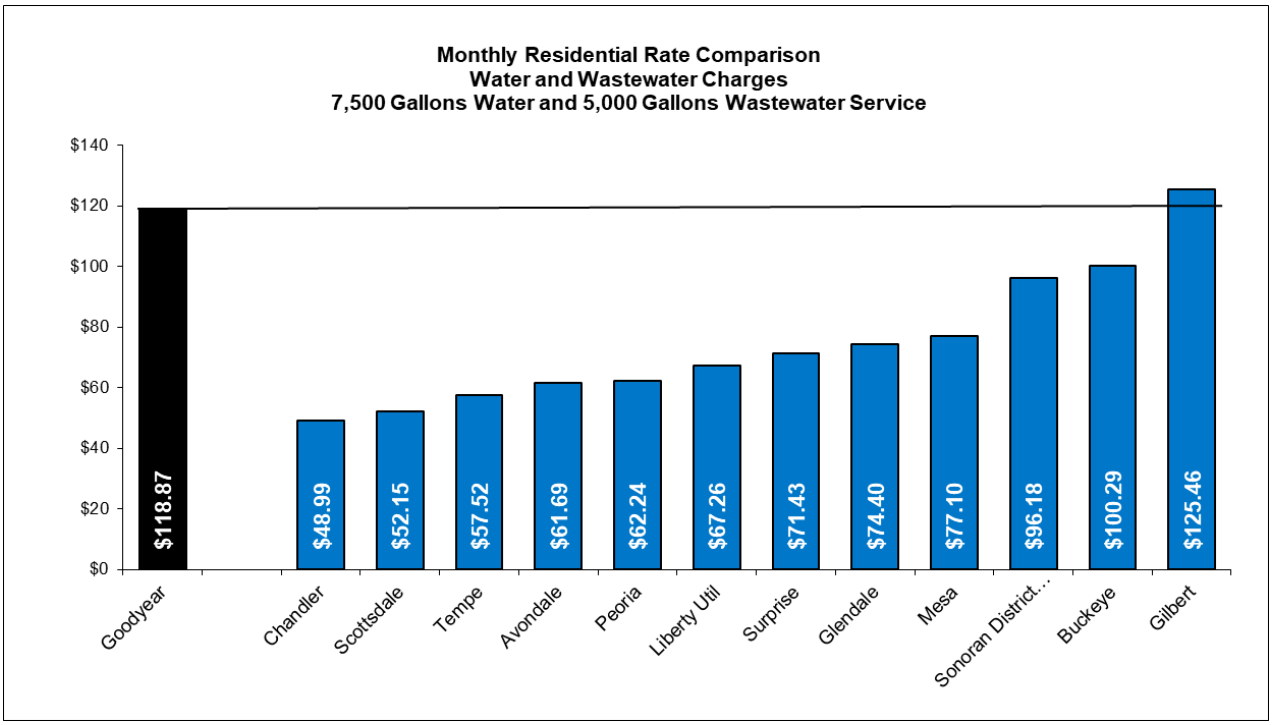
CITY OF GOODYEAR

MONTHLY RESIDENTIAL CHARGES
7,500 GALLONS W; 5,000 GALLONS WW

	Water	Wastewater	Total
CITY OF GOODYEAR	$ 54.23	$ 64.64	$ 118.87
Tempe	$ 34.22	$ 23.30	$ 57.52
Scottsdale	29.55	22.60	52.15
Chandler	21.34	27.65	48.99
Gilbert	63.45	62.01	125.46
Avondale	29.88	31.81	61.69
Peoria	39.60	22.64	62.24
Glendale	37.20	37.20	74.40
Liberty Utility	22.03	45.23	67.26
Mesa	47.05	30.05	77.10
Surprise	45.41	26.02	71.43
Buckeye	61.43	38.86	100.29
Sonoran District (EPCOR)	49.62	46.56	96.18
Sample Average	$ 41.15	$ 36.81	$ 77.97

Source: Citys' Website & municipal w ebsites; as of May 2025

CHART I-4



*Rates as of May 2025

Section II

SECTION II

Water & Wastewater Test Year and Forecast Volumes

In order to accurately forecast future revenues and expenses, it is necessary to examine current water and wastewater utility conditions. The first step in developing cost of service rates is to analyze patterns of usage, both for the system as a whole and for specified customer classes.

For the City of Goodyear, water and wastewater records maintained by the City were reviewed for the period beginning in January 2023 and ending in February 2025. These records provided information on the monthly water volumes distributed system-wide as well as the number of accounts for each month and the associated revenues. Additionally, these records provided the number of accounts, billing units and revenues by month for all classifications of wastewater customers.

According to standard utility ratemaking methodology, in order to allocate revenue requirements equitably among system users, customers must be classified into relatively homogeneous groups with similar usage characteristics or service demands. Costs are then allocated to the customer classes in proportion to the usage characteristics of each class. For the water system, costs are typically allocated to customers based on their average and peak water demands. For the wastewater system, costs are allocated to customers based on their estimated wastewater flows, and in some cases, based on wastewater strengths.

After thoroughly examining volume and customer data and discussions with City staff, the project team incorporated City's water customers into 10 distinct customer classes, and City's wastewater customers into 9 distinct customer classes. The project team finds these customer class distinctions to be reasonable and appropriate, meeting the criteria of homogenous groups with similar usage patterns.

In this section the City's functional customer classes and test year usage patterns will be thoroughly analyzed. A ten-year projection of customers and usage will also be presented. These forecasts, along with the revenue requirements, will form the basis of the rate design recommendation.

Water and Wastewater Customers – Test Year & Ten-Year Forecast

The majority of the City's accounts are Residential-City which are located inside the city limits, followed by Irrigation, Non-Residential, Construction, Industrial, Multi-Family, Schools, and Institutional accounts. The

Residential-County customer classes for both water and wastewater are relatively small and are expected to experience little growth during the forecast period.

Table II-1 presents total water accounts and classifications for the City for the past three years and the forecast growth over the next decade. It is important to note that account growth for the City will not be comparable to total population growth, since the City is not the sole provider of water service within its geographical limits. Growth estimates for TY 2026 include new accounts forecast in FY 2026.

In total, water accounts are forecast to increase from 25,640 in the test year FY 2026 to 33,272 in FY 2035, an average annual increase of **2.9%.**

TABLE II-1

CITY OF GOODYEAR

FORECAST TOTAL CUSTOMERS

WATER Customer Classes

	Residential - City	Residential - County	Multi-Family	Non-Residential (Commercial)	Industrial	Institutional	Schools	Construction	Irrigation	Total
	WATER Total Customers									
2023	19,913	90	71	438	83	12	33	122	511	**21,272**
2024	22,439	92	56	428	91	8	34	101	587	**23,835**
YE02/25	23,276	92	57	437	103	7	35	112	615	**24,734**
2026	24,134	91	58	450	107	7	35	117	641	**25,640**
2027	24,985	94	62	461	111	7	36	117	644	**26,517**
2028	25,803	97	66	472	115	7	36	117	647	**27,360**
2029	26,647	100	69	484	119	7	36	117	650	**28,229**
2030	27,519	103	71	496	123	7	36	117	653	**29,125**
2031	28,350	106	72	509	127	7	36	117	656	**29,980**
2032	29,134	109	73	522	131	7	37	117	659	**30,789**
2033	29,940	112	74	535	135	7	38	117	662	**31,620**
2034	30,768	115	75	549	139	7	38	117	665	**32,473**
2035	31,541	118	76	563	144	7	38	117	668	**33,272**
	WATER Annual New Customers									
2024	2,525	2	(15)	(10)	8	(4)	1	(21)	76	**2,563**
YE02/25	837	(0)	1	9	12	(1)	1	11	28	**898**
2026	858	(1)	1	13	4	-	-	5	26	**906**
2027	851	3	4	11	4	-	1	-	3	**877**
2028	818	3	4	11	4	-	-	-	3	**843**
2029	844	3	3	12	4	-	-	-	3	**869**
2030	872	3	2	12	4	-	-	-	3	**896**
2031	831	3	1	13	4	-	-	-	3	**855**
2032	784	3	1	13	4	-	1	-	3	**809**
2033	806	3	1	13	4	-	1	-	3	**831**
2034	828	3	1	14	4	-	-	-	3	**853**
2035	773	3	1	14	5	-	-	-	3	**799**

Table II-2 on the next page presents wastewater accounts and classifications for the City for the past three years and the forecast growth over the next decade. In total, wastewater accounts are forecast to increase from 26,201 in the test year FY 2026 to 33,779 in FY 2035, an average annual increase of **2.9%.**

It must be stressed that if the City does not connect these projected new accounts, financial and rate plan assumptions will have to be modified.

TABLE II-2

CITY OF GOODYEAR

FORECAST TOTAL CUSTOMERS
WASTEWATER Customer Classes

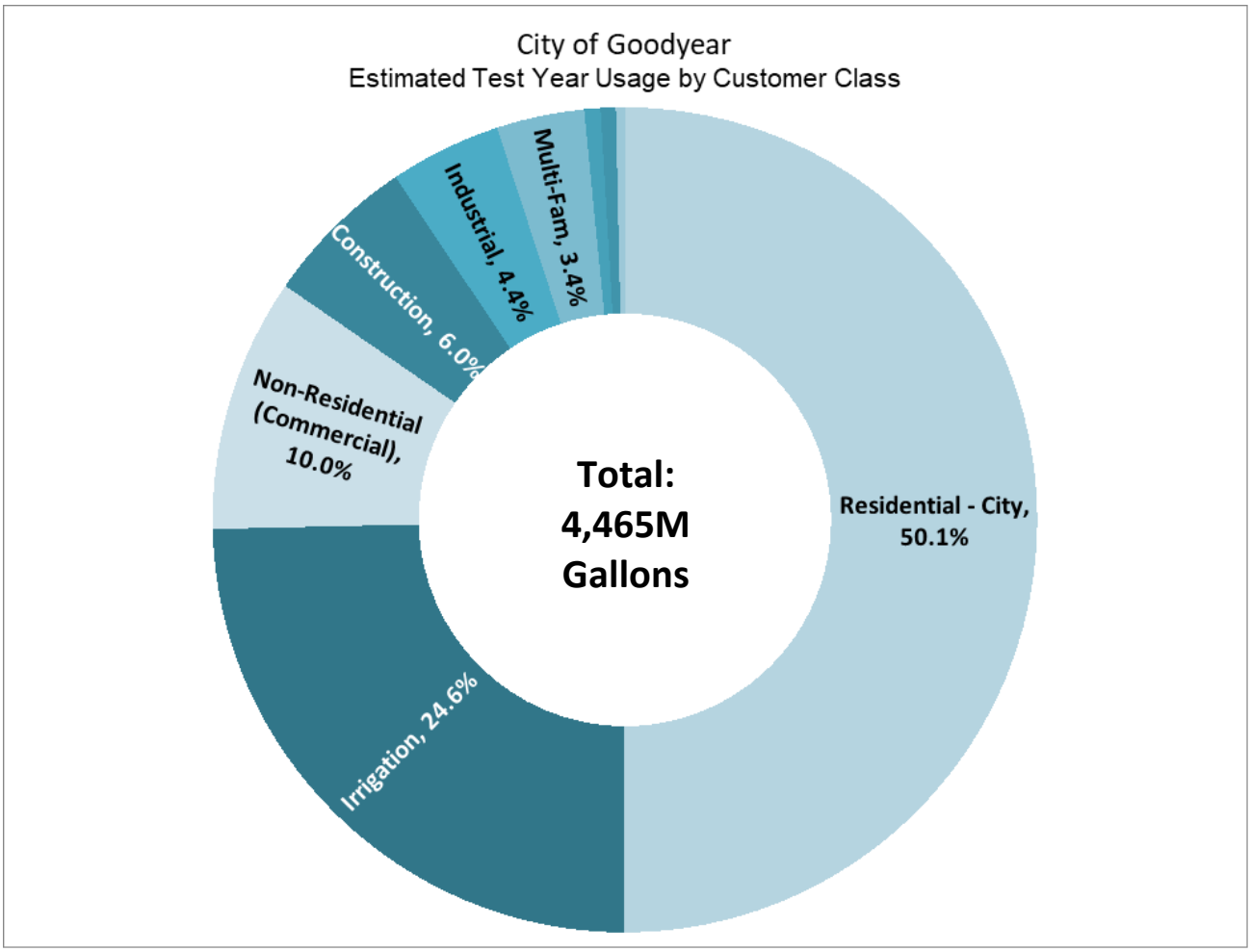
	Residential - City	Residential - County	Multi-Family	Non-Residential	Industrial	Institutional	Schools	Perryville Prison	Effluent	Total
	WASTEWATER Total Customers									
2023	21,077	6	51	368	68	6	32	1	1	**21,608**
2024	23,845	7	42	396	88	7	34	1	3	**24,422**
YE02/25	24,648	7	44	409	99	7	36	1	5	**25,255**
2026	25,573	7	45	421	105	7	37	1	5	**26,201**
2027	26,424	7	49	432	109	7	38	1	5	**27,072**
2028	27,242	7	53	443	113	7	38	1	5	**27,909**
2029	28,086	7	56	455	117	7	38	1	5	**28,772**
2030	28,958	7	58	467	121	7	38	1	5	**29,662**
2031	29,789	7	59	480	125	7	38	1	5	**30,511**
2032	30,573	7	60	493	129	7	39	1	5	**31,314**
2033	31,379	7	61	506	133	7	40	1	5	**32,139**
2034	32,207	7	62	520	137	7	40	1	5	**32,986**
2035	32,980	7	63	534	142	7	40	1	5	**33,779**
	WASTEWATER Annual New Customers									
2024	2,768	1	(9)	28	20	1	2	-	2	2,814
YE02/25	803	(0)	2	13	11	-	2	-	2	**833**
2026	925	-	1	12	6	-	1	-	0	**946**
2027	851	-	4	11	4	-	1	-	-	**871**
2028	818	-	4	11	4	-	-	-	-	**837**
2029	844	-	3	12	4	-	-	-	-	**863**
2030	872	-	2	12	4	-	-	-	-	**890**
2031	831	-	1	13	4	-	-	-	-	**849**
2032	784	-	1	13	4	-	1	-	-	**803**
2033	806	-	1	13	4	-	1	-	-	**825**
2034	828	-	1	14	4	-	-	-	-	**847**
2035	773	-	1	14	5	-	-	-	-	**793**

Historical and Forecast Water Consumption

Total water system consumption data was analyzed over the same time period as customer data. Forecast consumption for each account class was developed from the historical data provided. In accordance with the AWWA Manual M50, *Water Resource Planning*, a "weather-normalized" forecast was developed to represent consumption patterns anticipated for each customer class using historical data and trends. Changes in consumer behavior in response to changes in pricing and certain rate structures designed to encourage conservation were taken into account in forecasting consumption.

Chart II-3 on the next page presents the percentage of total forecast consumption by customer class in the test year. This chart illustrates the relative volume demands of each class, as well as the fact that the Residential-City customer class is the single largest user, accounting for **50.1%** of the test year billed consumption.

CHART II-3



The project team forecasts total consumption of approximately **4,465,013,328** gallons of water in the test year FY 2026. **Table II-4** and **Chart II-5** on the next page present forecast consumption by rate class for FY 2026 and the ten-year forecast period.

The table reveals that total water consumption is forecast to increase by an annual average of **2.8%** over the forecast period.

TABLE II-4

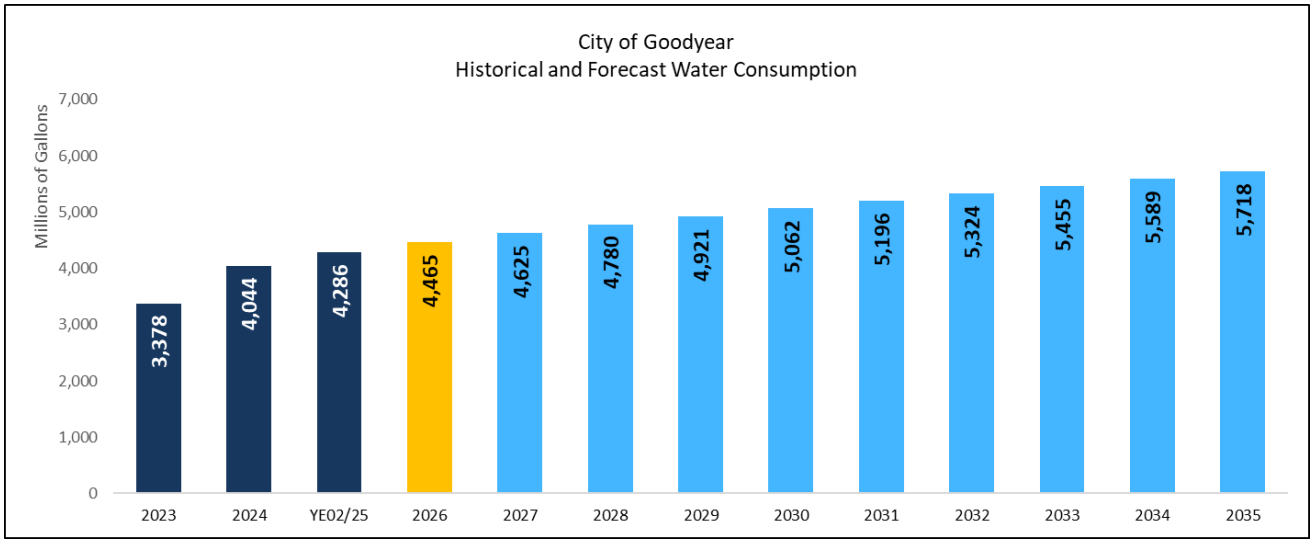
CITY OF GOODYEAR

FORECAST BILLED CONSUMPTION

WATER Customer Classes

	Residential - City	Residential - County	Multi-Family	Non-Residential	Industrial	Institutional	Schools	Construction	Irrigation	Total
WATER Historical Volume										
2023	1,914,317,000	11,300,000	121,373,000	322,602,000	109,194,000	10,871,000	21,190,000	121,575,000	745,143,000	**3,377,565,000**
2024	2,058,362,000	14,151,000	130,626,000	380,687,000	161,094,000	12,745,000	25,877,000	230,631,000	1,029,389,000	**4,043,562,000**
YE02/25	2,138,512,000	15,254,000	143,468,000	420,450,000	184,158,000	28,279,000	26,413,000	268,174,000	1,061,126,000	**4,285,834,000**
WATER Forecast Volume										
2026	2,234,745,040	15,864,160	153,510,760	444,342,385	195,207,480	28,491,093	26,413,000	268,174,000	1,098,265,410	**4,465,013,328**
2027	2,313,545,406	16,387,154	164,097,709	466,969,174	202,504,956	28,704,776	27,167,657	268,174,000	1,136,991,848	**4,624,542,680**
2028	2,389,290,058	16,910,149	174,684,658	491,148,932	209,802,432	28,920,062	27,167,657	268,174,000	1,174,216,556	**4,780,314,504**
2029	2,467,442,243	17,433,143	182,624,870	498,891,222	217,099,908	29,136,962	27,167,657	268,174,000	1,212,624,446	**4,920,594,450**
2030	2,548,187,153	17,956,137	187,918,344	506,633,511	224,397,384	29,355,489	27,167,657	268,174,000	1,252,306,531	**5,062,096,207**
2031	2,625,135,572	18,479,131	190,565,081	515,020,992	231,694,859	29,575,655	27,167,657	268,174,000	1,290,122,830	**5,195,935,778**
2032	2,697,731,913	19,002,126	193,211,819	523,408,473	238,992,335	29,797,473	27,922,314	268,174,000	1,325,800,301	**5,324,040,753**
2033	2,772,365,397	19,525,120	195,858,556	531,795,953	246,289,811	30,020,954	28,676,971	268,174,000	1,362,478,925	**5,455,185,688**
2034	2,849,036,023	20,048,114	198,505,293	540,828,625	253,587,287	30,246,111	28,676,971	268,174,000	1,400,158,703	**5,589,261,128**
2035	2,920,613,794	20,571,109	201,152,030	549,861,296	262,709,132	30,472,957	28,676,971	268,174,000	1,435,335,597	**5,717,566,886**

CHART II-5



Peaking Factors

The cost of providing water to customers depends not only on the amount of water each class uses, but also on how that usage occurs over time. The maximum-day and maximum-hour peaking requirements of a water utility's customers are an important influence on the utility's costs. Because water utilities attempt to meet all of the demands of their customers, water systems are sized to meet customers' peak requirements. Therefore, during off-peak periods, there are usually significant costs associated with the unused capacity of the system. These costs must be allocated to customers in proportion to the contribution of each customer class to the system peak, in order to develop equitable cost-based rates. Thus, it is necessary to determine the peak rate of use relative to the average rate of use for each class. This ratio is called a ***Peaking Factor***.

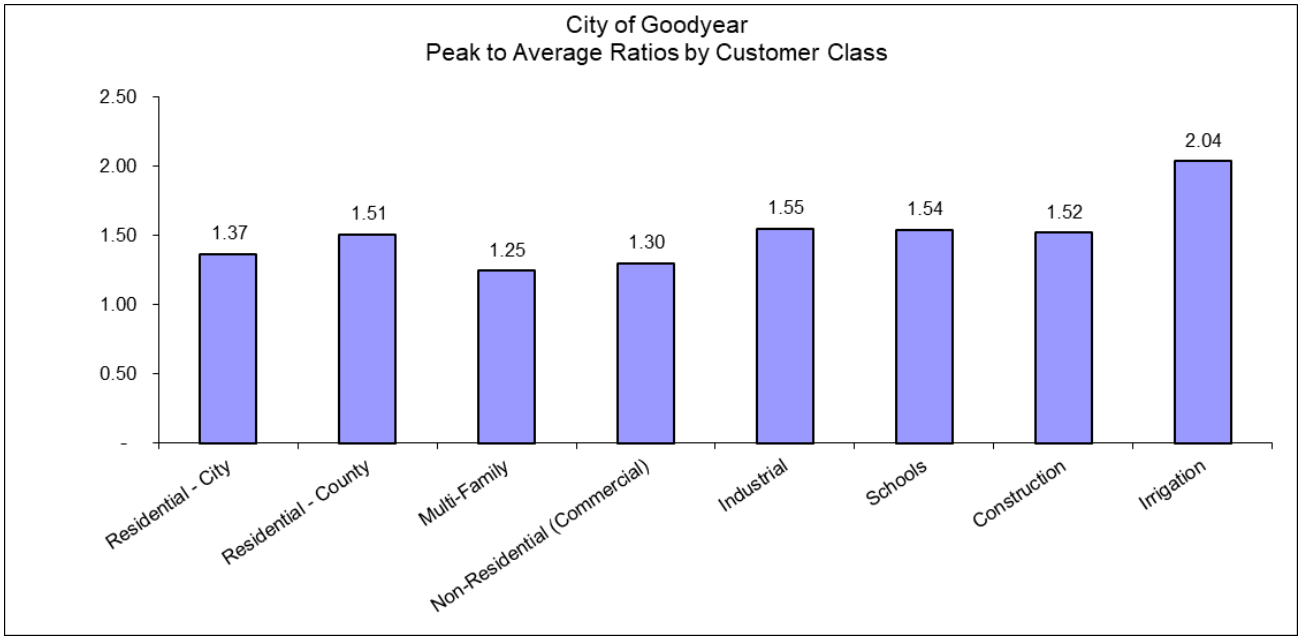
The consumption data by class provided by the City was utilized in the rate model to calculate the peak day factor and peaking factors for individual rate classes.

The calculation of peaking factors for individual classes relies on available pumping and consumption information as well as professional judgment. If customer meters could record daily flow rates for each customer, more refined information could be obtained on peaking factors. This is not feasible because of the enormous cost that would be imposed on the utility. Therefore, it is an accepted practice in the water industry to develop peaking factor estimates based on standard formulas using system peak day information and monthly customer class usage records. This is a conservative methodology, since customer class peaking factors based on peak months will inevitably be lower than the system-wide peaking factor, which is based on the peak day.

Based on AWWA guidelines, the customer class peaking factors calculated in this study are for non-coincidental peaks. The peaking factors developed for this analysis are based on actual monthly water consumption by customer class for the forecast period based on averaged historical consumption. A general ratemaking rule is that **the higher the peak to average ratio, the higher the unit cost of service for a given customer class.** While this is not an absolute rule, it is a good general indicator as to which customer classes are incurring the greatest costs to provide service. This principle will be examined more thoroughly in Section III.

Chart II-6 below shows peak to average ratio by customer class.

CHART II-6



The chart reveals that the highest peak to average ratio is for Irrigation customer class. The greater cost of service applied to these types of accounts is directly linked to the cost borne by the utility to maintain the capacity to serve these accounts at high demand levels which may fluctuate erratically.

Historical and Forecast Wastewater Flows

As with billed water consumption, the project team prepared a ten-year forecast of wastewater billing units. Residential City and County customers are billed based on winter average water usage. Effluent and Perryville Prison wastewater is billed on 100% of water usage and all other customer classes are billed based on 80% of water consumption. Since individual wastewater usage is not metered, it is derived from the water consumption figures for each customer class. The billing unit forecast is derived using anticipated account growth as depicted in Table II-2. The results of the forecast are presented in **Table II-7**. **Chart II-8** on the next page presents the wastewater flows forecast graphically.

Two points are notable about this table. First, as with water, these billing units are forecast based on the growth of wastewater accounts and anticipated consumption ratios built into the rate model. These units and ratios were estimated from growth projections of City staff. Secondly, wastewater usage is not subject to the significant fluctuations experienced by water accounts. This is because the water volume fluctuation is largely due to outdoor usage that is not returned to the wastewater system. The table reveals that wastewater billing units are forecast to increase by an annual average of **2.7%** over the forecast period.

TABLE II-7

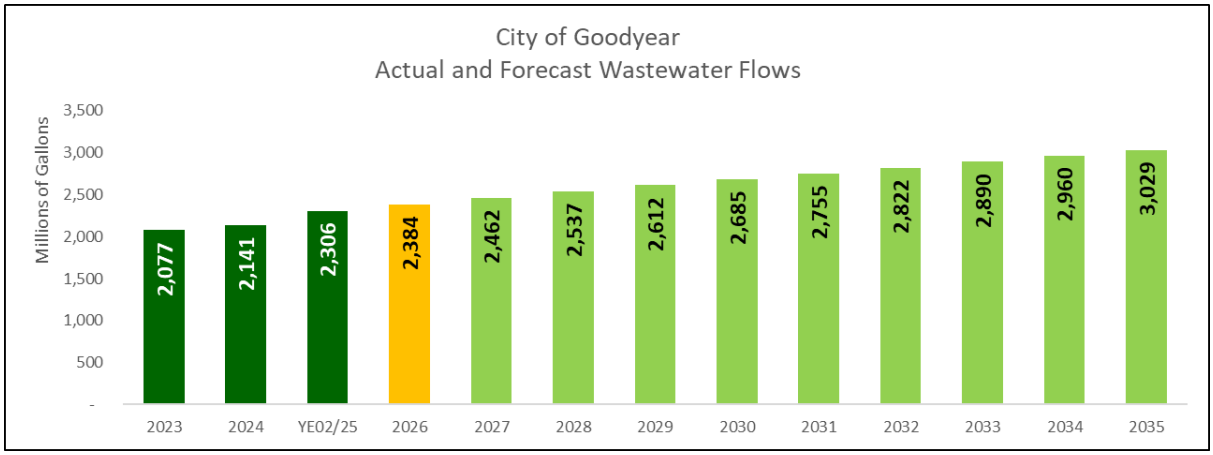
CITY OF GOODYEAR

FORECAST WASTEWATER BILLING UNITS

WASTEWATER Customer Classes

	Residential - City	Residential - County	Multi-Family	Non-Residential	Industrial	Institutional	Schools	Perryville Prison	Effluent	Total
WASTEWATER Historical Billing Units										
2023	1,370,854,000	326,000	109,587,000	203,561,000	177,945,000	9,886,000	19,398,000	184,933,000	98,000	**2,076,588,000**
2024	1,395,007,000	493,000	105,096,000	198,564,000	222,671,000	11,039,000	20,712,000	187,702,000	-	**2,141,284,000**
YE02/25	1,469,172,000	752,000	114,926,000	221,695,000	251,835,000	22,626,000	21,140,000	197,651,000	5,887,000	**2,305,684,000**
WASTEWATER Forecast Billing Units										
2026	1,542,630,600	752,000	114,926,000	224,359,603	254,256,490	22,626,000	21,140,000	197,651,000	5,887,000	**2,384,228,694**
2027	1,593,965,158	752,000	125,141,644	230,221,731	263,942,452	22,626,000	21,711,351	197,651,000	5,887,000	**2,461,898,336**
2028	1,643,309,068	752,000	135,357,289	236,083,858	273,628,413	22,626,000	21,711,351	197,651,000	5,887,000	**2,537,005,980**
2029	1,694,221,368	752,000	143,019,022	242,478,906	283,314,375	22,626,000	21,711,351	197,651,000	5,887,000	**2,611,661,022**
2030	1,746,822,700	752,000	148,126,844	248,873,954	293,000,337	22,626,000	21,711,351	197,651,000	5,887,000	**2,685,451,187**
2031	1,796,950,805	752,000	150,680,756	255,801,923	302,686,298	22,626,000	21,711,351	197,651,000	5,887,000	**2,754,747,133**
2032	1,844,243,747	752,000	153,234,667	262,729,892	312,372,260	22,626,000	22,282,703	197,651,000	5,887,000	**2,821,779,267**
2033	1,892,863,786	752,000	155,788,578	269,657,861	322,058,221	22,626,000	22,854,054	197,651,000	5,887,000	**2,890,138,499**
2034	1,942,810,923	752,000	158,342,489	277,118,750	331,744,183	22,626,000	22,854,054	197,651,000	5,887,000	**2,959,786,399**
2035	1,989,440,315	752,000	160,896,400	284,579,639	343,851,635	22,626,000	22,854,054	197,651,000	5,887,000	**3,028,538,044**

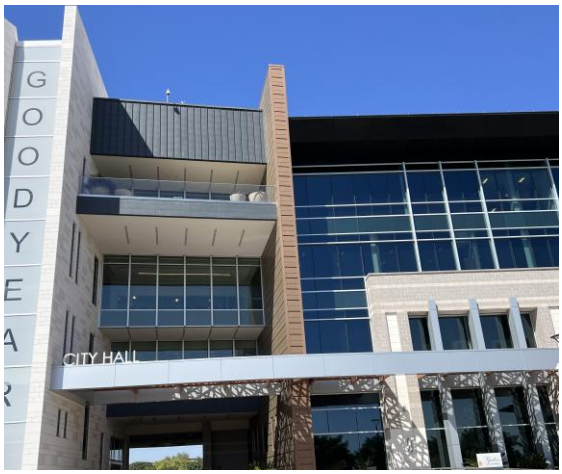
CHART II-8



Section III

SECTION III

Water & Wastewater Forecast Revenue Requirement



In this section of the water and wastewater rate study and long-term financial plan, the City's test year and forecast water- and wastewater utility revenue requirements are developed. The test year consists of the City's fiscal year, July 1, 2025 through June 30, 2026.

The estimates presented in this section are based on the City's water and wastewater budgets for FY 2026, as well as a forecast of the City's future capital improvements and debt obligations.

The City's water and wastewater utilities are enterprise funds, and as such, are financed solely through related rates and fees. The calculation of a revenue requirement differs from a utility's budget in that it represents only that amount that must be raised through the City's user rates. This means that non-rate revenue (such as connection fees, late payment charges and interest) must be subtracted from the budgeted operating and capital expenditures to determine the net revenue requirement to be raised from rates.

As is typical for publicly owned utilities, Goodyear's system revenue requirements were developed using the cash basis of ratemaking. Under the cash basis, as defined by the AWWA Manual M-1, system revenue requirements consist of cash expenditures and other financial commitments (such as debt service coverage or reserves) that must be met through system operating revenues and other revenue sources.

The following specific items are included in the City's revenue requirements raised from rates:

Operating Expenses

Operating Transfers

Capital Outlays Funded from Rates

Debt service -- Current

Debt Service – Forecast

All data used in the development of the revenue requirements was obtained from the financial statements, budgets and other information provided by the City. Detailed calculations are presented in the rate model contained in **Appendix A** of this report. For rate design purposes, revenue requirements are developed separately for the water and wastewater systems.

The assumptions utilized in this forecast will be thoroughly detailed in this section of the report. These assumptions, particularly those associated with the City's capital expenditure budget, are critical to the

development of both the revenue requirement and the ultimate rate recommendations. The project team has discussed these assumptions with City staff and considers all to be consistent with staff recommendations.

As the first step of this section, current and forecast Operating Costs, Capital Outlays and Debt Service will be examined. Non-rate revenues will be subtracted from the total to yield the net revenue requirement.

Budgeted expenditures for the City's water and wastewater operations are reflected in City's Fund 620 - Wastewater (Sewer) Fund Summary and Fund 600 - Water Fund Summary and FY 2026 budget documents.

Operating Expenses and Capital Outlays – Test Year

Table III-1 summarizes the test year FY 2026 operating costs and capital outlays net of transfers and debt service for the City of Goodyear.

TABLE III-1

CITY OF GOODYEAR

TEST YEAR OPERATING EXPENSES

SCENARIO:	**2025 10 10 -- Scenario I -- Status Quo**	**FY 2026 Budget**
Department Code		
WATER OPERATING EXPENDITURES		
AD	Administration	1,554,500
M	Maintenance	1,536,600
D	Distribution	3,607,200
P	Production	2,708,000
WQ	Water Quality	736,500
WR	Water Resources	1,353,400
IC	Instruments & Controls	638,400
GWT	Groundw ater Treatment	2,606,300
SWTP	Surface Water Treatment Plant	5,704,500
CAP	CAP Water	7,927,446
OD	Other Departments	3,808,700
	SUB-TOTAL	**$ 32,181,546**
WASTEWATER OPERATING EXPENDITURES		
AD	Administration	$ 3,366,700
M	Maintenance	1,689,100
C	Collections	3,195,600
E	Environmental Programs - Water/WW Quality	925,100
R	Reclamation	1,602,400
CT	Corgett	261,400
GR	Goodyear	2,190,300
RV	Rainbow Valley	393,000
IC	Instruments & Controls	659,000
OD	Other Departments	80,014,740
	SUB-TOTAL	**$ 94,297,340**
Total Operating Expenses		**$ 126,478,886**
	Water Capital Outlays	6,329,900
	WW Capital Outlays	7,501,300
Total Operating Expenses and Capital Outlays		**$ 140,310,086**

Debt Service payments for principal and interest were subtracted from Operating expenses and will be included separately in the Debt Service Expense section. Minor debt administration expenses were retained in the water and wastewater operating expenses.

The following is notable about the operating expenses shown:

- Operating Expenses capture the primary operating costs associated with the day-to-day management of the water and wastewater utility.
- The City's Water Operating Budget is comprised of 11 functional areas: Administration, Maintenance, Distribution, Production, Water Quality, Water Resources, Instruments & Controls, Groundwater Treatment, Surface Water Treatment, CAP Water, and Other Departments.
- The City's Wastewater Operating Budget is comprised of 10 functional areas: Administration, Maintenance, Collections, Environmental Programs, Reclamation, Corgett, Goodyear, Rainbow Valley, Instruments & Controls, and Other Departments.
- Expenses in each functional area are then separated into six expense categories: Personnel, Contractual Services, Commodities, Capital Outlays, Internal Service Charges, and One Time Supplementals & Reimbursements.
- Personnel Services include salaries, benefits and insurance for the water and wastewater utility staff. Allocations and projected additions of personnel to the functional areas of the utility were made based on input from Utility staff in order to allocate personnel costs.
- Contractual Services expenditures include costs for utilities, maintenance services, professional consulting fees, laboratory fees, City's attorney and other contractual service providers plus charges for dues, memberships, training and special permit fees.
- Commodities expenditures cover those costs as they relate to utility assets including, but not limited to, utilities, automotive costs, general office supplies, computer hardware and software, chemicals, water purchases, generators, meters, and maintenance expenditures for wells, booster pumps and treatment facilities.
- "Transfers Out" to the City's General Fund for general overhead reimbursement for services such as human resources, finance and payroll, etc. are listed separately in both the Water and Wastewater budgets.
- One Time Supplementals & Reimbursements include non-recurring operating expenses and capital expenditures.
- Capital Outlays include additional capital equipment and project expenditures not listed in the Capital Improvement Plan ("CIP").

Operating Expenses and Capital Outlays – Ten Year Forecast

Table III-2 presents the project team's ten-year forecast of the City's operating costs under the proposed long-term rate plan. FY 2026 budgeted expenditures are reflected in the proposed water and wastewater FY 2026 budget. All subsequent years in the forecast period were forecast according to the assumptions noted below. Details behind these calculations can be found in the rate model contained in **Appendix A**. This forecast is based on the following set of assumptions:

- Salaries are forecast to increase at an annual rate of 3.5%-5.0%, reflecting the need to remain competitive in the job market by attracting and retaining qualified talent.
- As the City's infrastructure expands, additions to Water personnel are projected over the forecast period. These additions will be primarily in the areas of Water Treatment and Water Distribution.
- Similarly, additions to Wastewater personnel are projected over the forecast period, primarily in the areas of Wastewater Collection and Wastewater Reclamation.
- Most operating costs are expected to increase at an annual rate of 3.0%, which is approximately equivalent to the rate of inflation.
- Certain expenses are forecast to increase at above-inflation rates, to reflect the rapid rate of increase of these costs. These expenses include workers compensation, Medicare and insurance.
- Certain expenses will increase at higher rates to reflect the forecast growth in accounts and volumes. These expenses include maintenance and system repairs.

Table III-2 reveals that water-related operating expenses, transfers and capital outlays are forecast to increase from the test year total of $44,741,646 to **$62,548,404** by FY 2035. This represents an annual average increase of **3.8%.** Similarly, wastewater-related operating costs, transfers and capital outlays are expected to increase to **$37,475,752** by FY 2035.

TABLE III-2

CITY OF GOODYEAR

FORECAST OPERATING EXPENSES, TRANSFERS AND CAPITAL OUTLAYS

SCENARIO: 2025 10 10 -- Scenario I -- Status Quo

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
WATER										
CAP Water	$ 7,927,446	$ 8,055,115	$ 8,430,715	$ 8,690,621	$ 9,023,870	$ 9,309,622	$ 9,560,639	$ 9,821,781	$ 10,103,789	$ 10,395,921
Personnel	6,470,500	7,367,660	8,082,958	8,769,843	9,506,915	11,840,570	12,516,639	13,296,864	14,261,260	15,279,453
Operating	17,783,600	16,224,555	17,057,582	18,356,753	19,348,080	21,310,679	20,269,942	21,168,673	22,600,469	23,024,859
Transfers	5,058,800	5,261,152	5,471,598	5,635,746	5,804,818	5,978,963	6,158,332	6,343,082	6,533,374	6,729,375
Capital Outlays	7,501,300	6,692,558	7,950,098	8,511,072	11,321,165	9,830,705	9,081,047	6,653,325	6,024,637	7,118,795
Total	**44,741,646**	**43,601,040**	**46,992,950**	**49,964,035**	**55,004,848**	**58,270,539**	**57,586,599**	**57,283,725**	**59,523,529**	**62,548,404**
WASTEWATER										
Personnel	$ 5,929,600	$ 7,034,254	$ 7,765,586	$ 8,315,235	$ 8,945,614	$ 9,760,841	$ 10,571,282	$ 11,158,271	$ 11,967,097	$ 12,872,240
Operating	88,367,740	15,699,885	12,689,310	13,263,712	13,771,419	11,629,704	22,157,919	12,414,336	23,553,649	13,599,735
Transfers	3,858,500	4,012,840	4,173,354	4,298,554	4,427,511	4,560,336	4,697,146	4,838,061	4,983,202	5,132,699
Capital Outlays	6,329,900	4,955,297	5,733,080	5,517,466	5,967,659	6,861,582	5,270,565	5,812,153	5,332,282	5,871,079
Total	**104,485,740**	**31,702,276**	**30,361,331**	**31,394,967**	**33,112,203**	**32,812,463**	**42,696,912**	**34,222,821**	**45,836,230**	**37,475,752**
Water/WW Total	**149,227,386**	**75,303,316**	**77,354,281**	**81,359,002**	**88,117,051**	**91,083,003**	**100,283,511**	**91,506,545**	**105,359,759**	**100,024,157**

Water Resources and Recharge

The City's current water supply is sourced from 12 active groundwater wells. However, Arizona groundwater rules require sustainable pumping and/or groundwater replenishment. This may be accomplished in a number of ways including, but not limited to, the purchase of replenishment water through the Central Arizona Groundwater Replenishment District ("CAGRD"), or annual storage and recovery of Central Arizona Project ("CAP"). The least expensive of these alternatives is the purchase of CAP water for groundwater replenishment. However, the City is not currently able to treat and deliver its CAP water directly, so it must be delivered to CAP owned and operated recharge facilities with 20-year permits. Using their allotment for groundwater recharge, the CAP water is utilized in the City's calculation of long-term storage credits to offset replenishment obligations.

The City's quantity of CAP water taken in recent years to meet recharge requirements has increased to **17,742** acre feet in FY 2026, which when adding water wheeling costs to transport water to the RID groundwater storage facility and to the Surface Water Treatment Plant, has a current cost of approximately **$7,927,446**. The projected cost for CAP water is forecast to increase to approximately **$10,395,921** in FY 2035. These totals are displayed on Table III-2.

The City has the opportunity to purchase additional CAP water in excess of their current demand to recharge and bank for long term storage credits for drought protection and emergencies. However, at this time and for purposes of the base scenario, the City has decided to maintain CAP water purchases at the demand level and defer the purchase of "Free Agent" CAP water due to the cost.

Existing Debt Service

As shown in **Table III-3** on the next page, the City currently has eleven outstanding water and wastewater obligations. Three of them are scheduled to retire in the next four to five years.

TABLE III-3

CITY OF GOODYEAR

CURRENT DEBT SERVICE

SCENARIO: 2025 06 17 -- Scenario I -- Status Quo

Debt Service

	Series GO Refunding 2019 (p. 47)	Series GO Refunding 2016 (p. 48)	Series GO Refunding 2020 (p. 46)	Series WIFA 2009 (p.65)	Series Refunding 2020 (p.53)	Series Revenue and Refunding 2016 (p. 61)	Series Revenue Refunding 2009 (p.63)	Series Revenue 2025 (p.3)	Series Revenue Series 2020 (p. 59)	Series Revenue Second Series 2020 (p.57)	Series Taxable Refunding 2020 (p. 55)	Total Debt Service
WATER Debt Service												
2026	$ 24,630	$ 1,976,247	$ 194,353	$ -	$ 849,950	$ 244,145	$ 7,678	$ 2,436,639	$ 2,827,736	$ 1,217,800	$ 772,857	**$ 10,552,035**
2027	180,630	999,179	199,283	-	850,200	245,575	7,678	2,347,465	3,823,583	1,217,800	770,478	**10,641,870**
2028	181,230	756,421	198,730	-	859,450	244,035	7,678	1,251,335	4,084,136	1,217,800	767,883	**9,568,699**
2029	180,810	760,284	198,645	-	852,200	245,135	7,678	1,251,335	2,298,856	1,217,800	768,660	**7,781,404**
2030	-	763,528	198,135	-	1,074,200	246,015	7,678	1,251,335	1,425,231	1,482,800	769,086	**7,218,009**
2031	-	766,154	-	-	1,073,950	243,925	7,678	2,046,233	1,425,231	1,492,200	769,161	**7,824,533**
2032	-	768,160	-	-	1,071,950	245,988	7,678	2,187,605	2,110,231	1,480,800	771,378	**8,643,789**
2033	-	775,174	-	-	1,073,200	244,888	7,678	2,327,466	2,456,294	1,489,400	763,957	**9,138,057**
2034	-	775,774	-	-	1,075,600	246,263	7,678	2,470,473	2,699,427	1,482,200	769,917	**9,527,331**
2035	-	781,413	-	-	1,076,600	244,475	7,678	2,467,580	3,032,775	1,489,800	766,106	**9,866,428**
WASTEWATER Debt Service												
2026	$ 180,620	$ 1,490,853	$ 948,898	$ 339,637	$ -	$ 199,755	$ 14,259	$ 2,406,611	$ 880,259	$ -	$ 76,436	**$ 6,537,328**
2027	1,324,620	753,766	972,968	339,637	-	200,925	14,259	2,318,535	170,733	-	76,201	**6,171,644**
2028	1,329,020	570,633	970,270	339,637	-	199,665	14,259	1,235,915	168,711	-	75,944	**4,904,054**
2029	1,325,940	573,548	969,855	339,637	-	200,565	14,259	1,235,915	166,688	-	76,021	**4,902,428**
2030	-	575,995	967,365	-	-	201,285	14,259	1,235,915	164,666	-	76,063	**3,235,548**
2031	-	577,976	-	-	-	199,575	14,259	2,021,017	162,644	-	76,071	**3,051,541**
2032	-	579,489	-	-	-	201,263	14,259	2,160,645	160,621	-	76,290	**3,192,568**
2033	-	584,780	-	-	-	200,363	14,259	2,298,784	158,599	-	75,556	**3,332,341**
2034	-	585,233	-	-	-	201,488	14,259	2,440,027	156,577	-	76,146	**3,473,730**
2035	-	589,487	-	-	-	200,025	14,259	2,437,170	154,554	-	75,769	**3,471,265**
TOTAL Debt Service												
2026	$ 205,250	$ 3,467,100	$ 1,143,250	$ 339,637	$ 849,950	$ 443,900	$ 21,938	$ 4,843,250	$ 3,707,995	$ 1,217,800	$ 849,294	**$ 17,089,362**
2027	1,505,250	1,752,945	1,172,250	339,637	850,200	446,500	21,938	4,666,000	3,994,316	1,217,800	846,680	**16,813,515**
2028	1,510,250	1,327,054	1,169,000	339,637	859,450	443,700	21,938	2,487,250	4,252,847	1,217,800	843,828	**14,472,753**
2029	1,506,750	1,333,832	1,168,500	339,637	852,200	445,700	21,938	2,487,250	2,465,544	1,217,800	844,682	**12,683,832**
2030	-	1,339,524	1,165,500	-	1,074,200	447,300	21,938	2,487,250	1,589,897	1,482,800	845,150	**10,453,558**
2031	-	1,344,130	-	-	1,073,950	443,500	21,938	4,067,250	1,587,875	1,492,200	845,232	**10,876,074**
2032	-	1,347,650	-	-	1,071,950	447,250	21,938	4,348,250	2,270,853	1,480,800	847,668	**11,836,358**
2033	-	1,359,954	-	-	1,073,200	445,250	21,938	4,626,250	2,614,893	1,489,400	839,513	**12,470,398**
2034	-	1,361,007	-	-	1,075,600	447,750	21,938	4,910,500	2,856,004	1,482,200	846,063	**13,001,061**
2035	-	1,370,900	-	-	1,076,600	444,500	21,938	4,904,750	3,187,330	1,489,800	841,875	**13,337,692**

Capital Improvement Plan

Capital improvements are commonly defined as “expenditures to acquire or improve long-term assets such as land, facilities, equipment or infrastructure.” These expenditures typically are for improvements exceeding $100,000. Recommendations for the water system included approximately **$261.5M** in water system improvements over the next ten years, and recommendations for the wastewater system included approximately **$254.9M** in wastewater system improvements over the next ten years. (These totals did not include expenditures for items such as One-time Supplementals & Reimbursements which are already included in the Operating portion of the rate model and forecast.) The City has multiple funding sources for improvements depending upon the nature of the improvements. Following the principle that “growth pays for growth,” developer contributions and impact fees have historically been used when available to fund infrastructure for new development, and the City expects to continue this practice whenever possible. Additionally, the City plans to use a considerable portion of available Fund Balance in order to minimize the impact of rate adjustments on the ratepayers.

A functional breakdown of the ten-year CIP is presented in **Table III-4**.

TABLE III-4

CITY OF GOODYEAR

CAPITAL IMPROVEMENT PLAN

SCENARIO:
2025 10 10 -- Scenario I -- Status Quo

WATER CIP Projects		
61-23-234 - Site 13 & 23 Chlorination System Upgrades	$	500,000
60101 - Site 21 NitrateTreatment - Bond for future spend		15,000,000
61-21-117 - Site 11 Reservoir Rehabilitation		3,000,000
61-24-356 - Site 10 Booster Tank Rehab		2,000,000
61-24-353 - Pressure Zone Split WPA 2		25,500,000
60-24-349 - Salt River Project Lateral Upgrades		8,000,000
61-25-458 Well #25 Equip & Expand Treatment at Site 12		7,119,300
60-24-358 - Well 18B Redrill		2,407,000
61-20-001 Water Main Replacement		3,180,000
61-26-477 EMR Parcel 74 Water Main Replacements		6,926,000
60096 aka 61-21-001 - Site 18 Increase Storage(1.5MG) & Rehab existing tank		5,300,000
NEW - Well 12 Redrill		2,500,000
61-25-460 Well 11 Redrill		2,500,000
60041 - Water Main Replacement		2,553,000
61-24-357 - Site #11 Booster Station MCC Replacement		3,000,000
PFAS Treatmentat Site 18		4,060,000
Purchase extinguishment credits		2,000,000
2030 IWMP Update		500,000
2035 IWMP Update		500,000
Expand SWTF to 16MGD		165,000,000
Total Water Projects		**261,545,300**
WASTEWATER CIP Projects		
61-23-223 - Rainbow Valley Lift Station Force Main	$	2,395,900
60077 - Rainbow Valley WRF Expansion - Growth Portion		34,663,540
61-23-245 - Lum Lift Station Force Main		5,544,200
60103 - Corgett WRF Clarifier Rehabilitation and New Clarifier		3,031,800
60062 - Goodyear Motel-Country Aire Apartments Sewer Piping		1,062,000
60093 GWRF Blower Replacement		589,400
61006 GWRF Blower Replacement		611,000
61014 - Goodyear Water Reclamation Facility Expansion		140,481,100
61013- Perryville Grinder Project		2,480,700
61-26-480 Historic Goodyear Sewer Replacements		6,643,000
Perryville Grinder/Auger #1 Replacement		2,547,000
61-24-352 Del Camino Lift Station Generator Replacement		650,000
61016 Wells Fargo Lift Station and Force Main		6,143,500
Fix Bottleneck in Reclaimed Pipe and Improve Aesthetics of SAT Site		3,000,000
Recharge Well 1		10,000,000
Recharge Well 2		10,000,000
SAT Site in WPA 4		18,050,000
2030 IWMP Update		500,000
2035 IWMP Update		500,000
Force main assessments (installing access points, cleaning, televising for pipe condition)		2,500,000
CIPP both main lines from Elwood Rd. into the GYWRF plant due to multiple defects. ($1M)		2,500,000
Golf LS Demo (including the lift station due to safety hazard with wells) and Cotton force main removal.		1,000,000
Total Wastewater Projects		**254,893,140**
Total CIP 2026 -- 2035		**516,438,440**

Forecast Debt Service

A key factor in the development of the City's long-term water and wastewater rate plan is the amount of additional debt forecast to be issued by the City to fund capital projects not funded through development fees or other sources such as private sector development agreement financing or grants.

Forecast debt to be issued is presented in **Table III-5**. **Table III-6** presents the City's total debt service payments over the next decade and is based on the preliminary amortization schedules received from City staff.

Changes in any of these assumptions may require significant changes to the funding assumptions for the CIP and to the rate plan.

TABLE III-5

CITY OF GOODYEAR
FORECAST LONG-TERM DEBT REQUIRED TO FUND CIP

	Water	Wastewater	Total
2026	$ -	$ -	$ -
2027	35,674,000	110,770,600	146,444,600
2028	-	-	-
2029	186,224,300	8,925,200	195,149,500
2030	-	-	-
2031	15,647,000	23,666,000	39,313,000
2032	-	-	-
2033	23,000,000	-	23,000,000
2034	-	-	-
2035	-	-	-
Total	**260,545,300**	**143,361,800**	**403,907,100**

TABLE III-6

CITY OF GOODYEAR

CURRENT AND FORECAST DEBT SERVICE

SCENARIO: 2025 06 17 -- Scenario I -- Status Quo

	Water		Wastewater		
Year	Current	Forecast	Current	Forecast	Total
2026	$ 10,552,035	$ -	$ 6,537,328	$ -	**$ 17,089,362**
2027	10,641,870	1,000,768	6,171,644	2,796,958	**20,611,240**
2028	9,568,699	2,096,535	4,904,054	5,593,915	**22,163,203**
2029	7,781,404	7,083,698	4,902,428	5,919,278	**25,686,807**
2030	7,218,009	12,655,860	3,235,548	7,689,640	**30,799,058**
2031	7,824,533	14,674,535	3,051,541	9,652,275	**35,202,884**
2032	8,643,789	17,030,860	3,192,568	9,827,275	**38,694,493**
2033	9,138,057	19,127,360	3,332,341	10,587,275	**42,185,033**
2034	9,527,331	20,052,360	3,473,730	11,152,275	**44,205,696**
2035	9,866,428	21,014,860	3,471,265	12,179,775	**46,532,327**

Non-Rate Revenues

Although rate revenues constitute the majority of the revenue received by the City for water and wastewater service, a certain amount of revenue is accrued from non-rate sources. These revenues include other general fees, surcharges, development charge, and service revenues. For the City of Goodyear, Non-Rate Revenues also include DIF transfers and on-time developers' contributions. These non-rate revenues are subtracted from the overall budget to determine the revenue requirement to be raised from rates.

Most non-rate revenues are conservatively forecast to remain stable during the next ten years. **Table III-7** presents forecast non-rate revenues by year over the next decade under the proposed rate plan.

TABLE III-7

CITY OF GOODYEAR

FORECAST NON-RATE REVENUES

SCENARIO:

2025 10 10 -- Scenario I -- Status Quo

	Water	Wastewater	Total Water & WW
2026	$ 9,691,992	$70,781,640	$ 80,473,632
2027	7,014,136	1,345,027	8,359,163
2028	5,228,856	1,965,355	7,194,211
2029	4,620,231	2,027,408	6,647,640
2030	6,575,324	2,095,706	8,671,030
2031	6,315,798	2,117,836	8,433,634
2032	6,112,077	2,139,897	8,251,974
2033	6,211,600	2,209,307	8,420,907
2034	6,325,079	2,279,769	8,604,848
2035	6,127,713	2,300,839	8,428,552

Net Revenue Requirement

Table III-8 on the next page presents the City's net revenue requirement to be raised from rates in the test year FY 2026 and the forecast period. As the table reveals, the net revenue requirement to be raised from rates in the test year FY 2026 for water service is $45,601,689, and for wastewater service is $40,241,428.

The combined water and wastewater net revenue requirement for the next decade is forecast to increase from $85,843,117 in FY 2026 to $138,127,931 in FY 2035. This represents an annual rate of growth of **5.4%.**

Detailed calculations are presented in the rate model contained in **Appendix A** of this report.

TABLE III-8

CITY OF GOODYEAR

CURRENT AND FORECAST NET REVENUE REQUIREMENT

SCENARIO: 2025 10 10 -- Scenario I -- Status Quo

	Operating Expenses	Capital Outlays	Debt Service	Transfers & Contingencies	Total Cost of Service	Less Non-Rate Revenues	Net Revenue Requirement
WATER Revenue Requirement							
2026	$ 32,181,546	$ 7,501,300	$ 10,552,035	$ 5,058,800	$ 55,293,681	$ 9,691,992	**$ 45,601,689**
2027	31,647,330	6,692,558	11,642,638	5,261,152	55,243,678	7,014,136	**48,229,542**
2028	33,571,255	7,950,098	11,665,234	5,471,598	58,658,184	5,228,856	**53,429,328**
2029	35,817,217	8,511,072	14,865,101	5,635,746	64,829,136	4,620,231	**60,208,905**
2030	37,878,865	11,321,165	19,873,869	5,804,818	74,878,717	6,575,324	**68,303,393**
2031	42,460,872	9,830,705	22,499,068	5,978,963	80,769,607	6,315,798	**74,453,809**
2032	42,347,219	9,081,047	25,674,649	6,158,332	83,261,248	6,112,077	**77,149,171**
2033	44,287,317	6,653,325	28,265,417	6,343,082	85,549,141	6,211,600	**79,337,541**
2034	46,965,518	6,024,637	29,579,691	6,533,374	89,103,220	6,325,079	**82,778,141**
2035	48,700,234	7,118,795	30,881,288	6,729,375	93,429,692	6,127,713	**87,301,978**
WASTEWATER Revenue Requirement							
2026	$ 94,297,340	$ 6,329,900	$ 6,537,328	$ 3,858,500	$ 111,023,068	$ 70,781,640	**$ 40,241,428**
2027	22,734,139	4,955,297	8,968,602	4,012,840	40,670,878	1,345,027	**39,325,852**
2028	20,454,897	5,733,080	10,497,969	4,173,354	40,859,300	1,965,355	**38,893,945**
2029	21,578,946	5,517,466	10,821,705	4,298,554	42,216,672	2,027,408	**40,189,264**
2030	22,717,033	5,967,659	10,925,188	4,427,511	44,037,391	2,095,706	**41,941,686**
2031	21,390,545	6,861,582	12,703,816	4,560,336	45,516,280	2,117,836	**43,398,443**
2032	32,729,201	5,270,565	13,019,843	4,697,146	55,716,755	2,139,897	**53,576,858**
2033	23,572,607	5,812,153	13,919,616	4,838,061	48,142,437	2,209,307	**45,933,130**
2034	35,520,746	5,332,282	14,626,005	4,983,202	60,462,235	2,279,769	**58,182,466**
2035	26,471,975	5,871,079	15,651,040	5,132,699	53,126,792	2,300,839	**50,825,953**
TOTAL Revenue Requirement							
2026	$ 126,478,886	$ 13,831,200	$ 17,089,362	$ 8,917,300	$ 166,316,749	$ 80,473,632	**$ 85,843,117**
2027	54,381,469	11,647,855	20,611,240	9,273,992	95,914,556	8,359,163	**87,555,394**
2028	54,026,151	13,683,178	22,163,203	9,644,952	99,517,484	7,194,211	**92,323,273**
2029	57,396,163	14,028,538	25,686,807	9,934,300	107,045,808	6,647,640	**100,398,168**
2030	60,595,898	17,288,824	30,799,058	10,232,329	118,916,109	8,671,030	**110,245,079**
2031	63,851,417	16,692,287	35,202,884	10,539,299	126,285,887	8,433,634	**117,852,252**
2032	75,076,421	14,351,612	38,694,493	10,855,478	138,978,003	8,251,974	**130,726,029**
2033	67,859,924	12,465,479	42,185,033	11,181,142	133,691,578	8,420,907	**125,270,671**
2034	82,486,264	11,356,918	44,205,696	11,516,577	149,565,455	8,604,848	**140,960,607**
2035	75,172,209	12,989,874	46,532,327	11,862,074	146,556,484	8,428,552	**138,127,931**

Water Utility Cost Functionalization, Classification and Allocation

Once the total water and wastewater system costs have been identified, the next step in the rate development process is to isolate the costs associated with each system function. Some of these expenditures are a function of base water demand; others are based on the peak demands placed on the system. Certain costs are associated with serving customers regardless of the volume of water use or wastewater discharge. The basic steps used to allocate the City's water revenue requirements include the following:

1. Each system's costs (revenue requirements) are categorized by utility function (i.e. treatment, distribution, administrative, customer). This process is known as *functionalization*.
2. Functionalized costs are classified based on the service characteristics or the types of demand served by the utility (base and maximum day). This process is known as *classification.*
3. Costs by service characteristic are allocated to customer classes in proportion to the service demands demonstrated by each class.

This three-step process allows for the allocation of system costs in the same terms as customer classes. The approaches described in this section follow standard industry practices. Water system costs are allocated to the following functions:

Supply/Treatment – the process by which raw water is obtained and converted to potable water

Distribution – the lines that carry water to individual customers' properties

Administration – miscellaneous overhead and other non-operating costs

Customer Billing – the processes involved in billing and providing other services to customers

The project team allocated operating budget line-item expenses individually to system functions based on general guidelines, specific research and input from City staff. The results of the allocation process for the test year are presented in **Table III-9**. The rate model presented in **Appendix A** includes a detailed listing of the allocations by line item.

TABLE III-9

CITY OF GOODYEAR

TEST YEAR WATER COST FUNCTIONALIZATION

SCENARIO: 2025 10 10 -- Scenario I -- Status Quo

Function	TY 2026 Revenue Requirement	Percent
CAP Water	$ 5,137,080	11.3%
Treatment	17,696,583	38.8%
Distribution	17,136,191	37.6%
Administration	4,990,822	10.9%
Customer	641,012	1.4%
Total	**45,601,689**	**100.0%**

Water Utility Cost Classification

The allocation of functionalized water system costs to service characteristics follows the base-extra capacity cost allocation method recommended by AWWA. Using this method, costs are segregated into the following categories:

Base costs – capital costs and O&M expenses associated with service to customers under average demand conditions. This category does not include any costs attributable to variations in water use resulting from peaks in demand. Base costs tend to vary directly with the total quantity of water used.

Maximum Day/Extra Capacity costs – costs attributable to facilities that are designed to meet peaking requirements. These costs include capital and operating charges for additional plant and system capacity beyond that required for average usage.

Customer Billing costs – costs associated with any aspect of customer service, including billing, accounting, and meter services. These costs are independent of the amount of water used and the size of the customer's meter, and are not subject to peaking factors.

According to AWWA Manual M-1, in the base-extra capacity method, care must be taken in separating costs between those devoted to base capacity and those devoted to extra capacity. The peak to average factor is calculated by dividing the volume on the peak day of the year by the average daily volume. Facilities designed to meet maximum-day requirements, such as the treatment and distribution functions, are allocated 63.7% (1/1.57) to base, and 36.3% to extra capacity (Max Day). This means that facilities designed to meet maximum-day requirements, such as the treatment and distribution functions, are allocated 63.7% to base, and 36.3% to extra capacity.

All customer service-related costs are allocated 100% to customer billing. Administration costs are generally not directly assignable to individual classifications. Therefore, it is standard ratemaking practice to allocate these costs on an indirect basis to service characteristics. The rate model in Appendix A provides detailed allocations of costs to service characteristics. The system-wide costs by service characteristic are shown in **Table III-10**. As with cost functionalization, these percentages are not expected to change significantly in the forecast period.

TABLE III-10

CITY OF GOODYEAR

TEST YEAR WATER COST CLASSIFICATION

SCENARIO: 2025 10 10 -- Scenario I -- Status Quo

Function	TY 2026 Revenue Requirement	Percent
Base	$ 28,626,897	62.78%
Maximum Day	16,317,332	35.78%
Customer	657,460	1.44%
Total	**45,601,689**	**100.0%**

Water Utility Cost Allocation

Allocation of costs by service characteristic to customer classes is based on the proportionate use levels of each characteristic by each class. The water utility costs for test year 2026 by customer classes are presented in **Table III-11**. The water utility costs by customer class for the entire forecast period under the proposed rate plan are summarized in **Table III-12.** Overall cost calculations are presented in detail in the rate model contained in **Appendix A.**

TABLE III-11

CITY OF GOODYEAR

TEST YEAR WATER COST ALLOCATION

SCENARIO: 2025 10 10 -- Scenario I -- Status Quo

Function	TY 2026 Revenue Requirement	Percent
CAP Water Costs	$ 7,927,446	17.4%
Residential - City	16,631,077	36.5%
Residential - County	128,419	0.3%
Multi-Family	1,014,195	2.2%
Non-Residential (Commercial)	3,830,184	8.4%
Industrial	1,604,300	3.5%
Institutional	243,419	0.5%
Schools	215,956	0.5%
Construction	2,158,749	4.7%
Irrigation	11,847,943	26.0%
Total	**45,601,689**	**100.0%**

TABLE III-12

CITY OF GOODYEAR

FORECAST WATER COST ALLOCATION

SCENARIO: 2025 10 10 -- Scenario I -- Status Quo

Year	Residential - City	Residential - County	Multi-Family	Non-Residential (Commercial)	Industrial	Institutional	Schools	Construction	Irrigation	CAP Water Costs	Total
2026	$ 16,631,077	$ 128,419	$ 1,014,195	$ 3,830,184	$ 1,604,300	$ 243,419	$ 215,956	$ 2,158,749	$11,847,943	$ 7,927,446	**$ 45,601,689**
2027	17,717,762	136,473	1,115,630	4,178,844	1,711,980	252,258	228,498	2,220,695	12,612,288	8,055,115	**48,229,542**
2028	19,816,766	152,474	1,286,135	4,802,528	1,920,051	275,104	247,362	2,404,043	14,094,151	8,430,715	**53,429,328**
2029	22,770,992	174,904	1,495,752	5,410,053	2,210,644	308,396	275,228	2,674,799	16,197,515	8,690,621	**60,208,905**
2030	26,309,333	201,549	1,721,623	6,126,805	2,556,283	347,610	307,911	2,992,385	18,716,023	9,023,870	**68,303,393**
2031	29,022,346	222,109	1,869,318	6,646,802	2,826,335	375,024	329,717	3,204,273	20,648,263	9,309,622	**74,453,809**
2032	30,202,955	231,306	1,919,311	6,818,948	2,952,623	382,672	343,206	3,245,210	21,492,301	9,560,639	**77,149,171**
2033	31,159,074	238,614	1,953,203	6,933,744	3,054,963	387,091	353,890	3,258,178	22,177,004	9,821,781	**79,337,541**
2034	32,676,265	250,037	2,020,119	7,172,509	3,210,180	398,021	361,167	3,325,170	23,260,882	10,103,789	**82,778,141**
2035	34,657,231	265,457	2,117,858	7,520,820	3,441,031	414,924	373,696	3,440,500	24,674,541	10,395,921	**87,301,978**

Wastewater Utility Cost Functionalization and Allocation

Wastewater system costs are allocated to the following functions:

Treatment -- Volume – the costs associated with treating wastewater volume discharges

Collection – the lines that transport wastewater from customers' properties to the wastewater treatment plant

Administration – miscellaneous overhead and other non-operating costs

Customer Billing – the processes involved in billing and other services to customers

As was the case for the water system, wastewater utility operating budget line-item expenses are allocated individually to functions. The results of the allocation process are presented in **Table III-13**. The rate model in Appendix A presents a detailed listing of the cost allocations by line item. As with the water utility, these percentages are not forecast to change significantly during the next ten years.

TABLE III-13

CITY OF GOODYEAR
TEST YEAR WASTEWATER COST FUNCTIONALIZATION

SCENARIO: 2025 10 10 -- Scenario I -- Status Quo

Function	TY 2026 Revenue Requirement	Percent
Treatment	$ 2,575,233	6.4%
Collection	34,680,358	86.2%
Administration	2,121,642	5.3%
Customer	610,147	1.5%
Reclaimed Water	254,048	0.6%
Total	**40,241,428**	**100.0%**

Wastewater Utility Cost Allocation

Allocation of wastewater utility costs by service characteristic to customer classes is performed in the same manner as described for the water utility. The total wastewater utility costs by customer class are summarized in **Table III-14** on the next page. The rate model in Appendix A presents a detailed listing of the cost calculations by line item.

TABLE III-14

CITY OF GOODYEAR

TEST YEAR WASTEWATER COST ALLOCATION

SCENARIO: 2025 10 10 -- Scenario I -- Status Quo

Function	TY 2026 Revenue Requirement	Percent
Residential - City	$ 26,248,710	65.2%
Residential - County	12,661	0.0%
Multi-Family	1,909,800	4.7%
Non-Residential	3,736,519	9.3%
Industrial	4,225,279	10.5%
Institutional	375,945	0.9%
Schools	352,003	0.9%
Perryville Prison	3,282,617	8.2%
Effluent	97,894	0.2%
Total	**40,241,428**	**100.0%**

The wastewater utility costs by customer class for the entire forecast period are summarized in **Table III-15.** Overall cost calculations are presented in detail in the rate model contained in **Appendix A.**

TABLE III-15

CITY OF GOODYEAR

FORECAST WASTEWATER COST ALLOCATION

SCENARIO:
2025 10 10 -- Scenario I -- Status Quo

Year	Residential - City	Residential - County	Multi-Family	Non-Residential	Industrial	Institutional	Schools	Perryville Prison	Effluent	Total
2026	$ 26,248,710	$ 12,661	$1,909,800	$ 3,736,519	$ 4,225,279	$ 375,945	$ 352,003	$ 3,282,617	$ 97,894	**$ 40,241,428**
2027	25,607,003	11,992	1,977,306	3,643,213	4,170,526	357,473	343,533	3,121,745	93,062	**39,325,852**
2028	25,321,975	11,511	2,054,904	3,589,001	4,154,125	343,467	330,022	2,999,530	89,410	**38,893,945**
2029	26,207,024	11,554	2,178,948	3,699,441	4,316,487	344,689	331,205	3,010,186	89,729	**40,189,264**
2030	27,424,062	11,726	2,290,275	3,853,414	4,530,340	349,806	336,125	3,054,874	91,062	**41,941,686**
2031	28,442,192	11,829	2,352,187	3,998,278	4,725,142	353,176	339,320	3,084,384	91,935	**43,398,443**
2032	35,217,629	14,251	2,876,804	4,940,214	5,864,561	424,740	418,935	3,709,149	110,575	**53,576,858**
2033	30,228,907	11,932	2,452,411	4,250,573	5,069,911	356,150	360,204	3,110,330	92,711	**45,933,130**
2034	38,407,225	14,754	3,077,780	5,394,917	6,448,418	439,754	444,861	3,840,274	114,484	**58,182,466**
2035	33,549,621	12,599	2,674,197	4,736,238	5,715,135	376,030	380,315	3,283,932	97,886	**50,825,953**

Reclaimed Water Rate

Reclaimed water refers to the use of treated effluent, and recharge refers to the practice of storing renewable surface water (underground) for recovery later during periods of reduced water supply. As a member of the Central Arizona Groundwater Replenishment District ("CAGRD"), the City's Water Resource Plan includes the development and operation of multiple Water Reclamation Facilities ("WRF") for effluent reuse and recharge. City's recharge program is subject to numerous requirements and guidelines put forth in Arizona's Assured Water ("AWS") Rules and the Groundwater Replenishment District Act, including the ongoing process of obtaining and maintaining many permits. The direct cost of these permits as well as the indirect costs of the man-hours required to complete the applications and related documentation are significant factors in calculating the annual cost of these programs.

The City is required to replenish the aquifer for excess groundwater used through the utilization of reusable water supplies. Through these actions, the City acquires recharge credits. While the City reduces its reliance on groundwater through the use of treated effluent, it must still meet the remainder of its replenishment obligation through other means or pay CAGRD per acre-foot for the unmet portion of its replenishment obligation. Among the options available to the City are the following:

- Use of reclaimed water for recharge in areas of groundwater pumping
- Use of reclaimed water to reduce groundwater pumping through the use of treated effluent for construction water, turf and landscape irrigation and industrial purposes
- Use of the City's allocation of CAP water for long term storage credits

While the golf courses, parks and other areas irrigated with reclaimed water are directly served by the utility, in practice, the full cost of these functions is not typically passed through to the users. As noted in the AWWA Water Reuse Rates and Charges 2000 and 2007 Survey Results, published by the AWWA Water Reuse Committee:

> *"Reclaimed water has become a key resource to provide sustainable water supplies to meet…future planning requirements. However, the pricing and recovery of costs associated with reclaimed water has been an obstacle for many utilities. Generally speaking, if reclaimed water rates were set at the cost of service, they would be higher than potable water rates due to the increased treatment required as well as the cost of a secondary distribution system. Obviously, this would not encourage the use of reclaimed water by a utility's customers. Rates are generally set at a much lower rate than the full cost of service; therefore, costs will usually not be recovered through reclaimed water rates.*
>
> *Customers receiving reclaimed water do not receive a greater benefit from reclaimed water than they would by receiving potable water unless the non-implementation of reclaimed water use will result in potable water restrictions through regulation, conservation, drought, etc. …. However, reclaimed water benefits a utility's existing water customers by deferring, reducing or eliminating the need to develop new sources of supply in the future. …. Additionally, a utility's existing wastewater customers benefit if no or fewer upgrades are needed for the system to meet regulatory requirements because of reuse standards. This can defer, reduce or eliminate the need to develop additional treatment capacity."*

Market research indicates **the maximum rate at which to set reclaimed water, should be set at the utility's current potable water rate.**

Section IV

SECTION IV

Water and Wastewater Rate Design

Rate design involves determining charges for each class of customers that will generate a desired level of revenue in accordance with AWWA and other industry cost of service rate-making principles. The water and wastewater rates developed in this section are designed to recover the test year and forecast revenue requirements while providing funding for the identified capital improvements. The most significant impact on rates will be the amount of debt that will be required to fund the capital improvement plan.

The water and wastewater rate plan recommended to the City was also developed in accordance with the City's input, financial policies and goals. Among these financial policies and goals were the following:

"Enterprise Funds should be self-sufficient. They should include a sufficient un-appropriated fund balance to absorb fluctuations in annual revenue. Wherever possible, enterprise funds should be charged directly for "overhead" services, rather than using an indirect service transfer. Provision should also be made for interdepartmental charges for services such as solid waste disposal (landfill) and vehicle repair, when this is practical. Operational revenue should be great enough to cover capital costs and replacement."

During the course of this engagement, the project team met with City staff to discuss numerous alternative rate scenarios and rate plans. As a result of these discussions, staff and the project team settled on the rate design scenario contained in this section. As noted in the previous section, these revenue requirements include all direct and indirect expenditures for operations and maintenance, capital requirements for expansion, repair and replacement, debt service and required reserves. The proposed rate plan is designed to capture sufficient revenues for these purposes as well as coverage of the basic cost of service.

In accordance with City policies, it is recommended that rate changes continue to be implemented in January of each year.

Proposed Rate Plan

Under the proposed rate plan, the City implements a series of annual water and wastewater rate adjustments over the period FY 2026 - FY 2029 to achieve cost of service rates for water and wastewater operations. The projected rate revenues collected are forecast to be sufficient to fund all operating expenses and capital

obligations in each of the forecast years. Additionally, to minimize the impact of rate adjustments on the ratepayers, the City will rely on annual Fund Balance drawdowns.

This plan assumes the following:

- Maintains the current rate design structure for both water and wastewater customer classes
- Rate adjustments are uniformly applied to both base and volume charges
- Water rate adjustments are uniformly applied to all water rate classifications
- Wastewater rate adjustments are uniformly applied to all wastewater rate classifications

Table IV-1 presents a summary of the water rate plan proposed for the City under this plan for the next four years and **Table IV-2** presents a summary of the wastewater rate plan. **Table IV-3** presents examples of the impact on typical monthly bills. The recommended rate plan continues the City's policy of implementing water and wastewater rate changes in January of each year.

TABLE IV-1

CITY OF GOODYEAR

PROPOSED WATER RATE PLAN

Scenario: **2025 10 10 -- Scenario I -- Status Quo**

Water Rates		Current	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29
CAP Water Charge		**$ 1.70**	$1.70	$1.70	$1.70	$1.70
Monthly Charge	3/4"	**20.87**	22.28	23.78	25.39	27.10
	1"	**28.86**	30.80	32.88	35.10	37.47
	1 1/2"	**46.66**	49.81	53.17	56.76	60.59
	2"	**75.53**	80.63	86.08	91.89	98.09
	3"	**87.42**	93.32	99.62	106.34	113.52
	4"	**142.55**	152.16	162.44	173.40	185.10
	6"	**270.53**	288.79	308.28	329.09	351.31
	8"	**270.53**	288.79	308.28	329.09	351.31
Volume Rate Per 1,000 Gal						
Residential - City						
-	6,000	**2.42**	2.58	2.76	2.94	3.14
6,001	12,000	**4.81**	5.13	5.48	5.85	6.24
12,001	30,000	**7.23**	7.71	8.23	8.79	9.38
30,001	Above	**11.60**	12.39	13.23	14.12	15.07
Non-Residential						
-	40,000	**5.70**	6.08	6.49	6.93	7.40
40,001	100,000	**9.12**	9.73	10.39	11.09	11.84
100,001	Above	**11.82**	12.61	13.46	14.37	15.34
Irrigation						
-	80,000	**8.52**	9.10	9.71	10.36	11.06
80,001	Above	**9.80**	10.46	11.17	11.92	12.73

TABLE IV-2

CITY OF GOODYEAR

PROPOSED WASTEWATER RATE PLAN

Scenario: 2025 10 10 -- Scenario I -- Status Quo

Wastewater Rates		Current	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29
Monthyl Charge	3/4"	**$ 27.29**	$ 28.79	$ 30.37	$ 32.04	$ 33.81
	1"	**41.87**	44.17	46.60	49.16	51.87
	1 1/2"	**51.59**	54.43	57.42	60.58	63.91
	2"	**100.23**	105.74	111.56	117.70	124.17
	3"	**132.21**	139.49	147.16	155.25	163.79
	4"	**175.40**	185.05	195.23	205.97	217.29
	6"	**434.55**	458.44	483.66	510.26	538.32
	8"	**434.55**	458.44	483.66	510.26	538.32
Volume Rate/1,000 Gal						
RES and NON-RES						
-	Above	**7.47**	7.88	8.31	8.77	9.25
Reclaimed Water						
-	Above	**3.29**	3.47	3.66	3.86	4.08

TABLE IV-3

CITY OF GOODYEAR

IMPACT ON MONTHLY CUSTOMER CHARGES

Scenario: 2025 10 10 -- Scenario I -- Status Quo

		Current	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29
Residential Standard Monthly Bill - 3/4"						
7,000 Gal Water	Total	$ 124.21	$ 130.89	$ 137.97	$ 145.47	$ 153.42
6,000 Gal WW	Increase -- $		6.68	7.08	7.50	7.96
	Increase -- %		5.4%	5.4%	5.4%	5.5%
10,000 Gal Water	Total	143.74	151.39	159.51	168.12	177.23
6,000 Gal WW	Increase -- $		7.65	8.12	8.61	9.11
	Increase -- %		5.3%	5.4%	5.4%	5.4%
20,000 Gal Water	Total	258.08	271.85	286.56	302.26	318.74
10,000 Gal WW	Increase -- $		13.77	14.71	15.70	16.48
	Increase -- %		5.3%	5.4%	5.5%	5.5%
Commercial Standard Monthly Bill - 2"						
25,000 Gal Water	Total	$ 510.16	$ 538.61	$ 568.56	$ 600.86	$ 634.87
20,000 Gal WW	Increase -- $		28.45	29.96	32.30	34.01
	Increase -- %		5.6%	5.6%	5.7%	5.7%
50,000 Gal Water	Total	878.76	927.25	978.55	1,033.72	1,091.90
40,000 Gal WW	Increase -- $		48.49	51.30	55.17	58.17
	Increase -- %		5.5%	5.5%	5.6%	5.6%
65,000 Gal Water	Total	1,100.82	1,161.68	1,226.45	1,295.80	1,369.06
48,000 Gal WW	Increase -- $		60.86	64.76	69.35	73.26
	Increase -- %		5.5%	5.6%	5.7%	5.7%

NOTE: Sample bills include CAP Water Charges

Appendix A presents pages from the rate model that summarize both the rate recommendations and forecast net revenues under this alternative by year over the forecast period.

While this study presents a forecast of rates over the next four years, it is recommended that the City monitor actual growth in accounts and consumption, and update its forecasts annually due to the dynamic nature of growth in the City, and the rapid rate of change within the Utility and the City. Periodic reviews will enable the City to assess the need for re-adjustments to the long-term rate plan.

Section V

SECTION V

Solid Waste Cost of Service and Rate Design

This section of the Rate Study and Long-Term Financial Forecast focuses on the City's solid waste and recycling services which are managed and funded through the Solid Waste Operating Fund. Using current and projected costs and accounts as a base, the cost of service and revenues by customer class are developed for the forecast period FY 2026 through FY 2035. The forecast includes recommendations for rate adjustments designed to enable the utility to recover sufficient revenues to fund projected operating and capital expenses.

As with the water and wastewater utility, these recommended rates are designed to only recover the cost of service, and are based on national ratemaking standards.

The City's solid waste operations consist primarily of Residential collection of refuse and recycling.

The majority of these services and revenues are based on set monthly fees, but approximately 1.9% of revenues in the Solid Waste Operating Fund are derived from special service fees including those from additional containers, customer service administrative fees, other miscellaneous fees, and investment income.

Table V-1 presents the City's current rate schedule for solid waste services. Residential customers have their refuse collected once a week and are assessed a flat fee of **$22.80** per month for weekly collection and disposal of one 95 or 65 gallon trash container and one 95 or 65 gallon recycling container. The flat Residential rate includes the cost of recycling and collection of bulk trash (once per month) in addition to regular trash collection.

TABLE V-1

CITY OF GOODYEAR

CURRENT SOLID WASTE RATES

*Rates do not include sales tax

Residential Monthly Fees

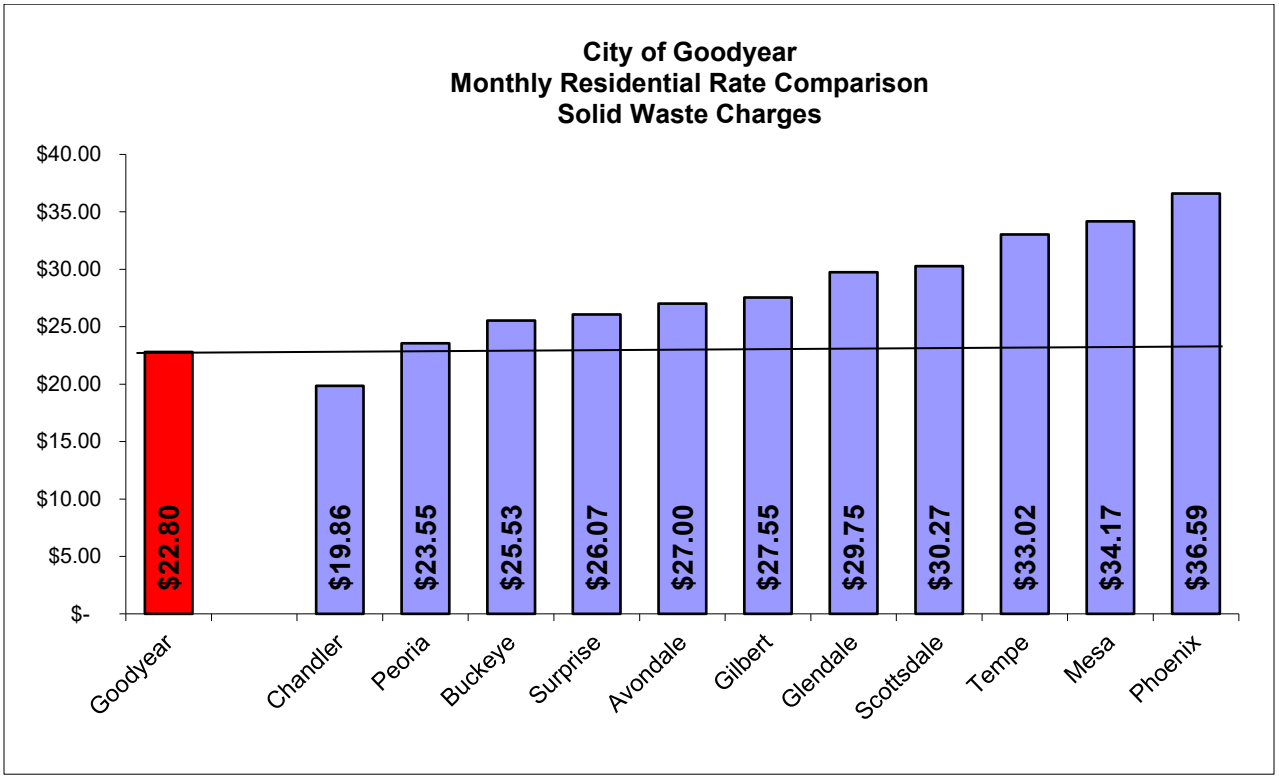
Residencial Service	$	22.80
Additional Trash Container	$	8.43

Includes:
a) one time weekly trash pick-up
b) one time weekly recycling pick-up
c) one time monthly bulk pick-up

Chart V-2 compares the City's current monthly Residential charge for Residential collection and disposal to those of neighboring municipalities. The table reveals that the City's rates are comparable to, or lower than, most other cities in the region.

The rate data is based on published rates and ordinances posted by each municipality in their rate ordinance. These rates do not include sales tax, activation or other charges.

CHART V-2



*Solid Waste rates as of May 2025

Solid Waste Current and Forecast Accounts

Table V-3 presents the total residential customers and additional containers in the test year FY 2026. There are 37,355 residential customers in the City. The Table reveals that around 3.8% of residential customers (or 1,459) requested an additional container.

TABLE V-3

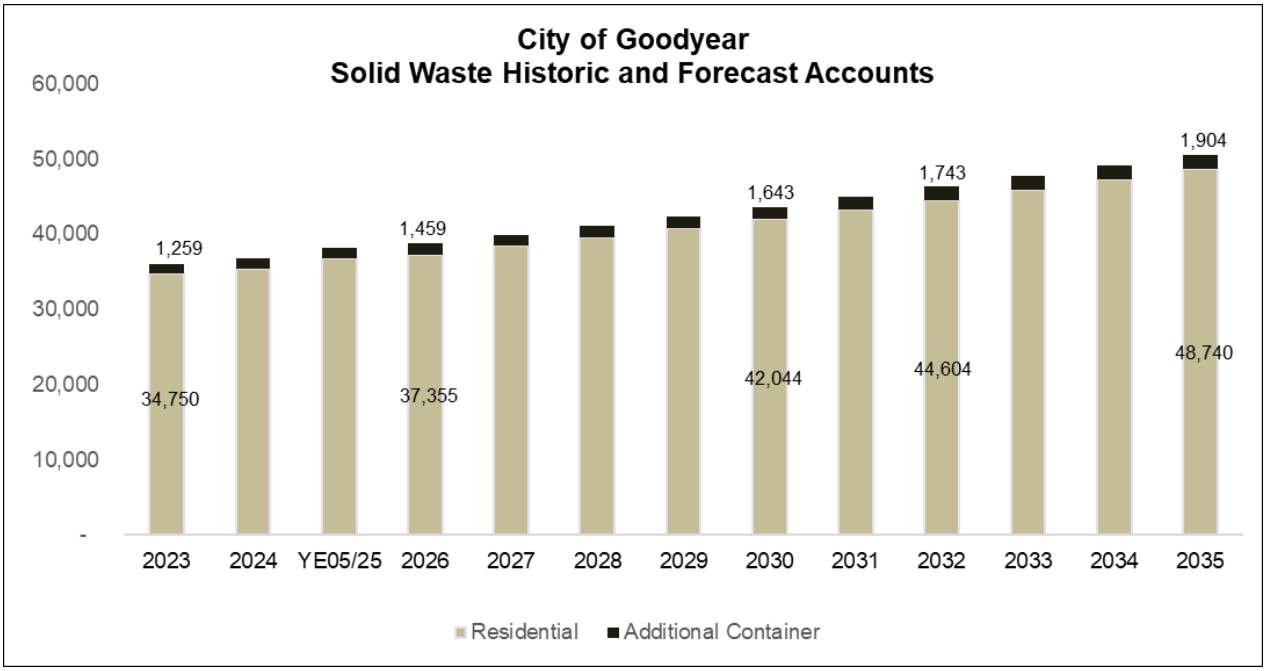
CITY OF GOODYEAR

CURRENT SOLID WASTE CUSTOMERS

Container Size	Customers	Percent
Residential 95/65 Gallon Container	37,355	96.2%
Residential -- Additional Container	1,459	3.8%
Grand Total	**38,814**	100.0%

Chart V-4 represents the ten-year growth forecast for solid waste accounts and additional containers. The average growth rate of **3.0%** closely follows the expected growth in water and wastewater customers. This is to be expected, as both water/wastewater and solid waste services are primarily household-based.

CHART V-4



Current and Forecast Revenue Requirement

The City contracts with a private company (Waste Connections of Arizona) for once per week curbside collection of refuse and recycling to residential customers. The contract has provisions for several annual adjustments,

such as Consumer Price Index increases and fuel adjustments. These annual adjustments cannot exceed 4.0% in any single year.

Other contracted services include waste disposal at the City of Glendale landfill and hazardous waste handling and disposal provided by Advanced Chemical Transport Inc.

Table V-5 presents the City's FY 2026 Solid Waste budget summary:

TABLE V-5

CITY OF GOODYEAR

BUDGET OPERATING EXPENSES
SOLID WASTE BUDGET SUMMARY

		2026
Personnel/Operating		
Contracted Services	$	6,113,791
ADMINISTRATION -- 60640002		1,150,300
CONTAINED TRASH -- 60640003		901,300
UNCONTAINED TRASH -- 60640006		846,800
Total Operating Expense		**9,012,191**
Capital Outlays		1,165,900
Transfers		988,600
Debt Service		-
Total Cost of Service		**11,166,691**
Non-Rate Revenue		(70,600)
Revenue Requirement		**11,096,091**

The largest cost elements of the Solid Waste Fund are the contracted services. Contracted services carry a cost of $6,113,791 in the test year TY2026 and represent approximately 54.8% of the total cost of service. The Solid Waste Fund has other expenses which are largely for administration and container maintenance.

Additionally, Solid Waste Utility FY 2026 budget reflects a General Fund transfer of $988,600 and Capital Outlays expense of $1,165,900.

The forecast assumes that most expenses increase by an inflation rate of 3-4% and assumes that Contracted services will increase by the associated growth of volumes or accounts plus inflation. A greater inflation factor was applied for insurance costs.

The Solid Waste Utility does not maintain any outstanding debt at present; however, the City plans to issue new debt of appx. **$39.8M** in FY2027 to fund Solid Waste Utility related capital projects. **Table V-7** on the next page presents forecast debt issues. The debt is assumed to be for a 20-year term at an interest rate of 5.0%.

Chart V-6 below presents the solid waste fund's functionalized cost of service for the test year FY 2026.

CHART V-6

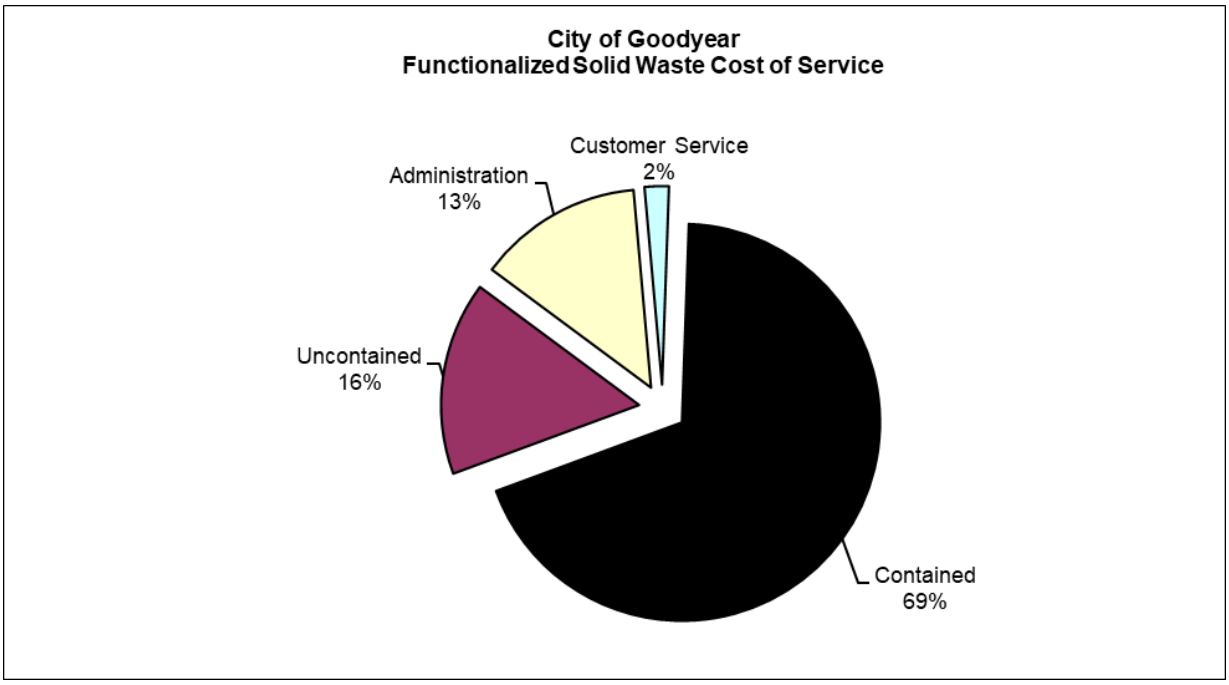


TABLE V-7

CITY OF GOODYEAR
FORECAST LONG-TERM DEBT TO FUND CIP

Scenario: 2025 09 03 - Scenario II - $39M Debt

	Solid Waste	Total
2026	$ -	$ -
2027	39,794,000	39,794,000
2028	-	-
2029	-	-
2030	-	-
Total	**39,794,000**	**39,794,000**

The City's ten-year forecast for the solid waste fund's revenue requirement is presented in **Table V-8**. All calculations are supported by the rate model summaries presented in **Appendix B** of this rate study.

TABLE V-8

CITY OF GOODYEAR

FORECAST SOLID WASTE NET REVENUE REQUIREMENT

SCENARIO: 2025 09 03 - Scenario II - $39M Debt

	Operating Expenses	Fund Transfers	Capital Outlays	Debt Service	Total Cost of Service	Less Non-Rate Revenues	Net Revenue Requirement
Sanitation Revenue Requirement							
2026	$ 9,012,191	$ 988,600	$ 1,165,900	$ -	**$ 11,166,691**	$ (70,600)	**$ 11,096,091**
2027	9,697,047	1,028,144	511,240	-	**11,236,431**	(70,600)	**11,165,831**
2028	10,360,857	1,069,270	622,444	2,474,700	**14,527,270**	(70,600)	**14,456,670**
2029	11,227,012	1,112,041	1,044,644	2,559,700	**15,943,396**	(70,600)	**15,872,796**
2030	11,916,940	1,156,522	611,977	2,649,200	**16,334,640**	(70,600)	**16,264,040**
2031	12,824,399	1,202,783	1,269,254	2,742,700	**18,039,136**	(70,600)	**17,968,536**
2032	13,710,436	1,250,894	477,558	2,839,700	**18,278,588**	(70,600)	**18,207,988**
2033	14,565,949	1,300,930	551,299	2,949,700	**19,367,878**	(70,600)	**19,297,278**
2034	15,479,793	1,352,967	738,061	3,061,700	**20,632,522**	(70,600)	**20,561,922**
2035	16,667,992	1,407,086	831,143	3,175,200	**22,081,421**	(70,600)	**22,010,821**

Proposed Rate Plan

Table **V-9** presents the recommended solid waste rate implementation schedule. **Table V-10** on the following page presents a ten-year forecast of solid waste revenues and expenses. The following should be noted about this recommendation:

- The rate design continues the City's policy of charging a monthly charge for sanitation service.
- The increases are proposed to become effective on January 1 of each fiscal year of the rate plan period.
- Assumes a new bond issuance of $39,794,000 to fund Solid Waste related capital projects

TABLE V-9

CITY OF GOODYEAR

SOLID WASTE MONTHLY CHARGE SCHEDULE

Scenario: 2025 09 03 - Scenario II - $39M Debt

	Current	Monthly Charge Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29
Residential					
Trash/Recycling Pick Up	$ 22.80	$ 24.62	$ 26.59	$ 28.72	$ 31.02
Increase -- Dollars		1.82	1.97	2.13	2.30
Increase -- Percent		**8.0%**	**8.0%**	**8.0%**	**8.0%**
Residential -- Additional Container					
Residential -- Recycle	$ 8.43	$ 9.10	$ 9.83	$ 10.62	$ 11.47
Increase -- Dollars		0.67	0.73	0.79	0.85
Increase -- Percent		**8.0%**	**8.0%**	**8.0%**	**8.0%**

TABLE V-10

CITY OF GOODYEAR
FORECAST SOLID WASTE REVENUES AND EXPENSES

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Revenues										
Residential	10,561,018	11,748,169	13,068,571	14,537,514	16,171,696	17,989,262	20,011,188	22,260,387	24,762,319	27,545,830
Residential -- Additional Container	$ 152,559	$ 169,707	$ 188,782	$ 210,001	$ 233,605	$ 259,862	$ 289,071	$ 321,562	$ 357,706	$ 397,912
Non-Rate Revenues	70,600	70,600	70,600	70,600	70,600	70,600	70,600	70,600	70,600	70,600
Total Revenues	**10,784,178**	**11,988,476**	**13,327,953**	**14,818,115**	**16,475,902**	**18,319,725**	**20,370,859**	**22,652,550**	**25,190,625**	**28,014,342**
Operating Expenses										
Contracted Services	6,113,791	6,544,234	7,006,588	7,501,621	8,031,653	8,598,978	9,206,412	9,856,781	10,553,106	11,298,824
ADMINISTRATION -- 60640002	1,150,300	1,254,065	1,338,483	1,483,608	1,552,987	1,686,296	1,797,634	1,883,426	1,973,937	2,141,830
CONTAINED TRASH -- 60640003	901,300	992,851	1,063,604	1,196,079	1,249,423	1,367,741	1,462,277	1,529,219	1,599,757	1,749,046
UNCONTAINED TRASH -- 60640006	846,800	905,897	952,182	1,045,704	1,082,878	1,171,384	1,244,114	1,296,522	1,352,993	1,478,292
	9,012,191	9,697,047	10,360,857	11,227,012	11,916,940	12,824,399	13,710,436	14,565,949	15,479,793	16,667,992
Debt Service	-	-	2,474,700	2,559,700	2,649,200	2,742,700	2,839,700	2,949,700	3,061,700	3,175,200
Transfers	988,600	1,028,144	1,069,270	1,112,041	1,156,522	1,202,783	1,250,894	1,300,930	1,352,967	1,407,086
Capital Outlays	1,165,900	511,240	622,444	1,044,644	611,977	1,269,254	477,558	551,299	738,061	831,143
Total Cost of Service	**11,166,691**	**11,236,431**	**14,527,270**	**15,943,396**	**16,334,640**	**18,039,136**	**18,278,588**	**19,367,878**	**20,632,522**	**22,081,421**
Net Revenues	**(382,513)**	**752,045**	**(1,199,317)**	**(1,125,280)**	**141,262**	**280,589**	**2,092,271**	**3,284,672**	**4,558,103**	**5,932,921**
Ending Fund Balance	**6,249,526**	**7,001,571**	**5,802,254**	**4,676,974**	**4,818,236**	**5,098,824**	**7,191,095**	**10,475,767**	**15,033,870**	**20,966,791**
Reserve Requirements	**1,617,627**	**1,798,271**	**1,999,193**	**2,222,717**	**2,471,385**	**2,747,959**	**3,055,629**	**3,397,882**	**3,778,594**	**4,202,151**
Ending Fund Balance After Reserve F	**4,631,899**	**5,203,300**	**3,803,061**	**2,454,256**	**2,346,850**	**2,350,866**	**4,135,466**	**7,077,885**	**11,255,276**	**16,764,639**

Notes on Rate Recommendations

The forecast and recommendations presented in this study represent a combination of the best information available from the City and the project team's expertise. However, this forecast relies in part on assumptions about future events and events beyond the control of the project team (such as account growth rates within the City). The forecast and recommendations contained in this study may be subject to revision if any of the following events occur:

- Actual growth in accounts and consumed volumes is less than (or significantly greater than) forecast
- Capital improvement plan funding costs increase significantly due to the rising cost of materials or other factors
- An unforeseen event impacts the City, such as an extended recession, natural catastrophe or terrorist attack
- Increases or decreases in interest rates, coverage requirements or reserve requirements for municipal long-term debt.
- City budget levels or priorities change significantly from those forecasted in this study

It should be noted that none of these events are foreseen by the project team or by the City at this time.

If any of these events occur the City may be compelled to consider further adjustments to its water, wastewater, and solid waste rates.

Appendix A

City of Goodyear

Ten Year Rate Analysis and Pro Forma

Fiscal Years 2026 -- 2035

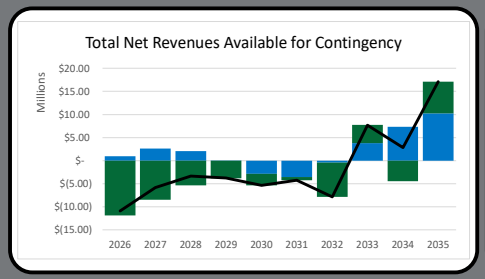
WILLDAN FINANCIAL SERVICES

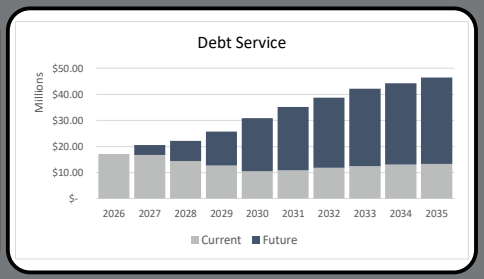
Utility System
Water
Sewer
Combined

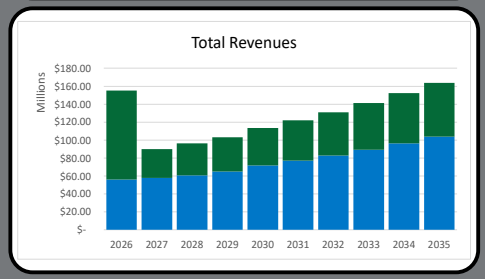
Dashboard
Projections
Bill Comparison
Comparable Utilities

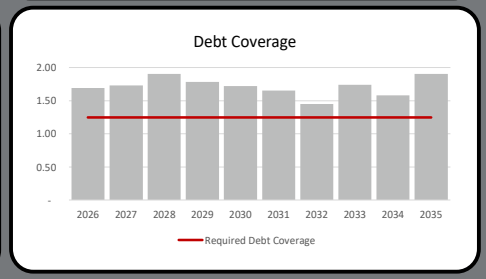
Customer Class
All Classes

Years
10
5









Water Sewer **Combined Projections**

Future Debt Term 20

Water Future Bond Issues

	Alternative	Proposed
2026		$ 35,674,000
2027		$ -
2028		$ 186,224,300
2029		$ -
2030		$ 15,647,000
2031		$ -
2032		$ 23,000,000
2033		$ -
2034		$ -
2035		$ -
		$ 260,545,300

Sewer Future Bond Issues

	Alternative	Proposed
2026		$ 110,770,600
2027		$ -
2028		$ 8,925,200
2029		$ -
2030		$ 23,666,000
2031		$ -
2032		$ -
2033		$ -
2034		$ -
2035		$ -
		143,361,800

Total Debt W+WW **$ 403,907,100**

		Jan-26	Jan-27	Jan-28	Jan-29	Jan-30	Jan-31	Jan-32	Jan-33	Jan-34	Jan-35
Water Rate Adjustments											
Meter Charge		6.75%	6.75%	6.75%	6.75%	6.75%	6.75%	6.75%	6.75%	6.75%	6.75%
Volume Charge		6.75%	6.75%	6.75%	6.75%	6.75%	6.75%	6.75%	6.75%	6.75%	6.75%
Sewer Rate Adjustments											
Base Charge		5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%
Volume Charge	Residential	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%
	Non-Residential	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%	5.50%
Debt Coverage											
Water		2.28	2.25	2.33	1.95	1.72	1.54	1.58	1.59	1.67	1.78
WW		0.74	1.05	1.43	1.55	1.72	1.84	1.19	2.05	1.40	2.14
Total		1.69	1.73	1.90	1.79	1.72	1.65	1.45	1.74	1.58	1.90

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan
Scen: **2025 10 10 -- Scenario I -- Status Quo**

1 Water Monthly Rates and Charges

Water Rate and Charges

W0 CAP Water Fee

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Usage Charge per 1,000 Gal	$ 1.70	$ 1.70	$ 1.70	$ 1.70	$ 1.70	$ 1.70	$ 1.70	$ 1.70	$ 1.70	$ 1.70	$ 1.70

W1 Residential - City

Monthly Minimum Charge

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3/4"	$ 20.87	$ 22.28	$ 23.78	$ 25.39	$ 27.10	$ 28.93	$ 30.88	$ 32.97	$ 35.19	$ 37.57	$ 40.11
1"	28.86	30.80	32.88	35.10	37.47	39.99	42.69	45.58	48.65	51.94	55.44
1 1/2"	46.66	49.81	53.17	56.76	60.59	64.68	69.05	73.71	78.68	84.00	89.67
2"	75.53	80.63	86.08	91.89	98.09	104.72	111.78	119.33	127.38	135.98	145.16
3"	87.42	93.32	99.62	106.34	113.52	121.19	129.37	138.10	147.42	157.37	167.99
4"	142.55	152.16	162.44	173.40	185.10	197.60	210.93	225.17	240.37	256.60	273.92
6"	270.53	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87
8"	270.53	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87

Volume Rate/1,000 Gal

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
-	6,000	2.42	2.58	2.76	2.94	3.14	3.35	3.58	3.82	4.08	4.36	4.65
6,001	12,000	4.81	5.13	5.48	5.85	6.24	6.66	7.11	7.59	8.10	8.64	9.23
12,001	30,000	7.23	7.71	8.23	8.79	9.38	10.01	10.69	11.41	12.18	13.00	13.88
30,001	Above	11.60	12.39	13.23	14.12	15.07	16.08	17.17	18.33	19.56	20.88	22.29

W2 Residential - County

Monthly Minimum Charge

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3/4"	$ 26.08	$ 27.85	$ 29.73	$ 31.73	$ 33.88	$ 36.16	$ 38.60	$ 41.21	$ 43.99	$ 46.96	$ 50.13
1"	36.07	38.50	41.10	43.87	46.83	49.99	53.37	56.97	60.81	64.92	69.30
1 1/2"	58.33	62.26	66.46	70.95	75.74	80.85	86.31	92.14	98.36	104.99	112.08
2"	94.42	100.79	107.60	114.86	122.62	130.89	139.73	149.16	159.23	169.98	181.45
3"	109.27	116.65	124.53	132.93	141.90	151.48	161.71	172.62	184.27	196.71	209.99
4"	178.18	190.20	203.05	216.75	231.38	247.00	263.67	281.47	300.46	320.75	342.40
6"	338.16	360.99	385.36	411.37	439.13	468.78	500.42	534.20	570.25	608.75	649.84
8"	338.16	360.99	385.36	411.37	439.13	468.78	500.42	534.20	570.25	608.75	649.84

Volume Rate/1,000 Gal

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
-	6,000	3.02	3.23	3.45	3.68	3.93	4.19	4.48	4.78	5.10	5.45	5.81
6,001	12,000	6.01	6.42	6.85	7.31	7.80	8.32	8.88	9.48	10.12	10.81	11.54
12,001	30,000	9.03	9.64	10.29	10.99	11.72	12.51	13.36	14.26	15.22	16.25	17.35
30,001	Above	14.50	15.49	16.54	17.65	18.83	20.10	21.46	22.91	24.46	26.11	27.87

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WILLDAN

CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan
Scen: **2025 10 10 -- Scenario I -- Status Quo**

W3 Multi-Family

Monthly Minimum Charge

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3/4"	**$ 20.87**	$ 22.28	$ 23.78	$ 25.39	$ 27.10	$ 28.93	$ 30.88	$ 32.97	$ 35.19	$ 37.57	$ 40.11
1"	**28.86**	30.81	32.89	35.11	37.48	40.01	42.71	45.59	48.67	51.95	55.46
1 1/2"	**46.66**	49.81	53.17	56.76	60.59	64.68	69.05	73.71	78.68	84.00	89.67
2"	**75.53**	80.63	86.07	91.88	98.08	104.70	111.77	119.31	127.37	135.97	145.14
3"	**87.42**	93.32	99.62	106.34	113.52	121.19	129.37	138.10	147.42	157.37	167.99
4"	**142.55**	152.17	162.44	173.41	185.11	197.61	210.95	225.19	240.39	256.61	273.93
6"	**270.53**	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87
8"	**270.53**	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87

Volume Rate/1,000 Gal

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
-	40,000	**5.70**	6.08	6.49	6.93	7.40	7.90	8.43	9.00	9.61	10.26	10.95
40,001	100,000	**9.12**	9.73	10.39	11.09	11.84	12.64	13.50	14.41	15.38	16.42	17.52
100,001	Above	**11.82**	12.61	13.46	14.37	15.34	16.37	17.48	18.66	19.92	21.26	22.70

W4 Non-Residential (Commercial)

Monthly Minimum Charge

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3/4"	**$ 20.87**	$ 22.28	$ 23.78	$ 25.39	$ 27.10	$ 28.93	$ 30.88	$ 32.97	$ 35.19	$ 37.57	$ 40.11
1"	**28.86**	30.81	32.89	35.11	37.48	40.01	42.71	45.59	48.67	51.95	55.46
1 1/2"	**46.66**	49.81	53.17	56.76	60.59	64.68	69.05	73.71	78.68	84.00	89.67
2"	**75.53**	80.63	86.07	91.88	98.08	104.70	111.77	119.31	127.37	135.97	145.14
3"	**87.42**	93.32	99.62	106.34	113.52	121.19	129.37	138.10	147.42	157.37	167.99
4"	**142.55**	152.17	162.44	173.41	185.11	197.61	210.95	225.19	240.39	256.61	273.93
6"	**270.53**	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87
8"	**270.53**	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87

Volume Rate/1,000 Gal

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
-	40,000	**5.70**	6.08	6.49	6.93	7.40	7.90	8.43	9.00	9.61	10.26	10.95
40,001	100,000	**9.12**	9.73	10.39	11.09	11.84	12.64	13.50	14.41	15.38	16.42	17.52
100,001	Above	**11.82**	12.61	13.46	14.37	15.34	16.37	17.48	18.66	19.92	21.26	22.70

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan
Scen: **2025 10 10 -- Scenario I -- Status Quo**

W6 Industrial

Monthly Minimum Charge

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3/4"		$ **20.87**	$ 22.28	$ 23.78	$ 25.39	$ 27.10	$ 28.93	$ 30.88	$ 32.97	$ 35.19	$ 37.57	$ 40.11
1"		**28.86**	30.81	32.89	35.11	37.48	40.01	42.71	45.59	48.67	51.95	55.46
1 1/2"		**46.66**	49.81	53.17	56.76	60.59	64.68	69.05	73.71	78.68	84.00	89.67
2"		**75.53**	80.63	86.07	91.88	98.08	104.70	111.77	119.31	127.37	135.97	145.14
3"		**87.42**	93.32	99.62	106.34	113.52	121.19	129.37	138.10	147.42	157.37	167.99
4"		**142.55**	152.17	162.44	173.41	185.11	197.61	210.95	225.19	240.39	256.61	273.93
6"		**270.53**	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87
8"		**270.53**	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87

Volume Rate/1,000 Gal

-	40,000	**5.70**	6.08	6.49	6.93	7.40	7.90	8.43	9.00	9.61	10.26	10.95
40,001	100,000	**9.12**	9.73	10.39	11.09	11.84	12.64	13.50	14.41	15.38	16.42	17.52
100,001	Above	**11.82**	12.61	13.46	14.37	15.34	16.37	17.48	18.66	19.92	21.26	22.70

W7 Institutional

Monthly Minimum Charge

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3/4"		$ **20.87**	$ 22.28	$ 23.78	$ 25.39	$ 27.10	$ 28.93	$ 30.88	$ 32.97	$ 35.19	$ 37.57	$ 40.11
1"		**28.86**	30.81	32.89	35.11	37.48	40.01	42.71	45.59	48.67	51.95	55.46
1 1/2"		**46.66**	49.81	53.17	56.76	60.59	64.68	69.05	73.71	78.68	84.00	89.67
2"		**75.53**	80.63	86.07	91.88	98.08	104.70	111.77	119.31	127.37	135.97	145.14
3"		**87.42**	93.32	99.62	106.34	113.52	121.19	129.37	138.10	147.42	157.37	167.99
4"		**142.55**	152.17	162.44	173.41	185.11	197.61	210.95	225.19	240.39	256.61	273.93
6"		**270.53**	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87
8"		**270.53**	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87

Volume Rate/1,000 Gal

-	40,000	**5.70**	6.08	6.49	6.93	7.40	7.90	8.43	9.00	9.61	10.26	10.95
40,001	100,000	**9.12**	9.73	10.39	11.09	11.84	12.64	13.50	14.41	15.38	16.42	17.52
100,001	Above	**11.82**	12.61	13.46	14.37	15.34	16.37	17.48	18.66	19.92	21.26	22.70

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WILLDAN

CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan
Scen: **2025 10 10 -- Scenario I -- Status Quo**

W8 Schools

Monthly Minimum Charge

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3/4"	**$ 20.87**	$ 22.28	$ 23.78	$ 25.39	$ 27.10	$ 28.93	$ 30.88	$ 32.97	$ 35.19	$ 37.57	$ 40.11
1"	**28.86**	30.81	32.89	35.11	37.48	40.01	42.71	45.59	48.67	51.95	55.46
1 1/2"	**46.66**	49.81	53.17	56.76	60.59	64.68	69.05	73.71	78.68	84.00	89.67
2"	**75.53**	80.63	86.07	91.88	98.08	104.70	111.77	119.31	127.37	135.97	145.14
3"	**87.42**	93.32	99.62	106.34	113.52	121.19	129.37	138.10	147.42	157.37	167.99
4"	**142.55**	152.17	162.44	173.41	185.11	197.61	210.95	225.19	240.39	256.61	273.93
6"	**270.53**	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87
8"	**270.53**	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87

Volume Rate/1,000 Gal

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
-	40,000	**5.70**	6.08	6.49	6.93	7.40	7.90	8.43	9.00	9.61	10.26	10.95
40,001	100,000	**9.12**	9.73	10.39	11.09	11.84	12.64	13.50	14.41	15.38	16.42	17.52
100,001	Above	**11.82**	12.61	13.46	14.37	15.34	16.37	17.48	18.66	19.92	21.26	22.70

W9 Construction

-

Monthly Minimum Charge

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3/4"	**$ 20.87**	$ 22.28	$ 23.78	$ 25.39	$ 27.10	$ 28.93	$ 30.88	$ 32.97	$ 35.19	$ 37.57	$ 40.11
1"	**28.86**	30.81	32.89	35.11	37.48	40.01	42.71	45.59	48.67	51.95	55.46
1 1/2"	**46.66**	49.81	53.17	56.76	60.59	64.68	69.05	73.71	78.68	84.00	89.67
2"	**75.53**	80.63	86.07	91.88	98.08	104.70	111.77	119.31	127.37	135.97	145.14
3"	**87.42**	93.32	99.62	106.34	113.52	121.19	129.37	138.10	147.42	157.37	167.99
4"	**142.55**	152.17	162.44	173.41	185.11	197.61	210.95	225.19	240.39	256.61	273.93
6"	**270.53**	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87
8"	**270.53**	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87

Volume Rate/1,000 Gal

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
-	40,000	**5.70**	6.08	6.49	6.93	7.40	7.90	8.43	9.00	9.61	10.26	10.95
40,001	100,000	**9.12**	9.73	10.39	11.09	11.84	12.64	13.50	14.41	15.38	16.42	17.52
100,001	Above	**11.82**	12.61	13.46	14.37	15.34	16.37	17.48	18.66	19.92	21.26	22.70

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan
Scen: **2025 10 10 -- Scenario I -- Status Quo**

W10 Irrigation

Monthly Minimum Charge

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3/4"	**$ 20.87**	$ 22.28	$ 23.78	$ 25.39	$ 27.10	$ 28.93	$ 30.88	$ 32.97	$ 35.19	$ 37.57	$ 40.11
1"	**28.86**	30.81	32.89	35.11	37.48	40.01	42.71	45.59	48.67	51.95	55.46
1 1/2"	**46.66**	49.81	53.17	56.76	60.59	64.68	69.05	73.71	78.68	84.00	89.67
2"	**75.53**	80.63	86.07	91.88	98.08	104.70	111.77	119.31	127.37	135.97	145.14
3"	**87.42**	93.32	99.62	106.34	113.52	121.19	129.37	138.10	147.42	157.37	167.99
4"	**142.55**	152.17	162.44	173.41	185.11	197.61	210.95	225.19	240.39	256.61	273.93
6"	**270.53**	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87
8"	**270.53**	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87

Volume Rate/1,000 Gal

- 80,000	**8.52**	9.10	9.71	10.36	11.06	11.81	12.61	13.46	14.37	15.34	16.37
80,001 Above	**9.80**	10.46	11.17	11.92	12.73	13.59	14.50	15.48	16.53	17.64	18.83

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan
Scen: **2025 10 10 -- Scenario I -- Status Quo**

2 Wastewater Monthly Rates and Charges

Residential - City

Monthly Minimum Charge

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3/4"	**$ 27.29**	$ 28.79	$ 30.37	$ 32.04	$ 33.81	$ 35.67	$ 37.63	$ 39.70	$ 41.88	$ 44.18	$ 46.61
1"	**41.87**	44.17	46.60	49.16	51.87	54.72	57.73	60.91	64.26	67.79	71.52
1 1/2"	**51.59**	54.43	57.42	60.58	63.91	67.43	71.13	75.05	79.17	83.53	88.12
2"	**100.23**	105.74	111.56	117.70	124.17	131.00	138.20	145.80	153.82	162.28	171.21
3"	**132.21**	139.49	147.16	155.25	163.79	172.79	182.30	192.32	202.90	214.06	225.84
4"	**175.40**	185.05	195.23	205.97	217.29	229.24	241.85	255.15	269.19	283.99	299.61
6"	**434.55**	458.44	483.66	510.26	538.32	567.93	599.16	632.12	666.88	703.56	742.26
8"	**434.55**	458.44	483.66	510.26	538.32	567.93	599.16	632.12	666.88	703.56	742.26

Volume Rate/1,000 Gal

- Above	**7.47**	7.88	8.31	8.77	9.25	9.76	10.30	10.87	11.46	12.09	12.76

Residential - County

Monthly Minimum Charge

3/4"	**34.11**	35.99	37.97	40.04	42.26	44.58	47.04	49.62	52.35	55.23	58.27
1"	**52.34**	55.22	58.25	61.44	64.84	68.40	72.16	76.13	80.32	84.74	89.40
1 1/2"	**64.49**	68.03	71.78	75.72	79.89	84.28	88.92	93.81	98.97	104.41	110.15
2"	**125.29**	132.18	139.45	147.13	155.21	163.75	172.75	182.25	192.28	202.85	214.01
3"	**165.26**	174.36	183.95	194.06	204.73	215.99	227.87	240.41	253.63	267.58	282.29
4"	**219.25**	231.31	244.04	257.47	271.61	286.55	302.31	318.94	336.48	354.99	374.51
6"	**543.18**	573.05	604.58	637.82	672.90	709.91	748.95	790.15	833.61	879.45	927.82
8"	**543.18**	573.05	604.58	637.82	672.90	709.91	748.95	790.15	833.61	879.45	927.82

Volume Rate/1,000 Gal

- Above	**9.34**	9.85	10.39	10.96	11.57	12.20	12.87	13.58	14.33	15.12	15.95

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan
Scen: **2025 10 10 -- Scenario I -- Status Quo**

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Multi-Family												
Monthly Minimum Charge												
	3/4"	**27.29**	28.79	30.37	32.05	33.81	35.67	37.63	39.70	41.88	44.19	46.62
	1"	**41.87**	44.17	46.60	49.17	51.87	54.72	57.73	60.91	64.26	67.79	71.52
	1 1/2"	**51.59**	54.43	57.42	60.58	63.91	67.43	71.13	75.05	79.17	83.53	88.12
	2"	**100.23**	105.74	111.56	117.69	124.17	131.00	138.20	145.80	153.82	162.28	171.21
	3"	**132.21**	139.48	147.15	155.25	163.79	172.79	182.30	192.32	202.90	214.06	225.83
	4"	**175.40**	185.05	195.22	205.96	217.29	229.24	241.85	255.15	269.18	283.99	299.61
	6"	**434.55**	458.45	483.67	510.27	538.33	567.94	599.18	632.13	666.90	703.58	742.27
	8"	**434.55**	458.45	483.67	510.27	538.33	567.94	599.18	632.13	666.90	703.58	742.27
Volume Rate/1,000 Gal												
-	Above	**7.47**	7.88	8.31	8.77	9.25	9.76	10.30	10.87	11.46	12.09	12.76
Non-Residential												
Monthly Minimum Charge												
	3/4"	**27.29**	28.79	30.37	32.05	33.81	35.67	37.63	39.70	41.88	44.19	46.62
	1"	**41.87**	44.17	46.60	49.17	51.87	54.72	57.73	60.91	64.26	67.79	71.52
	1 1/2"	**51.59**	54.43	57.42	60.58	63.91	67.43	71.13	75.05	79.17	83.53	88.12
	2"	**100.23**	105.74	111.56	117.69	124.17	131.00	138.20	145.80	153.82	162.28	171.21
	3"	**132.21**	139.48	147.15	155.25	163.79	172.79	182.30	192.32	202.90	214.06	225.83
	4"	**175.40**	185.05	195.22	205.96	217.29	229.24	241.85	255.15	269.18	283.99	299.61
	6"	**434.55**	458.45	483.67	510.27	538.33	567.94	599.18	632.13	666.90	703.58	742.27
	8"	**434.55**	458.45	483.67	510.27	538.33	567.94	599.18	632.13	666.90	703.58	742.27
Volume Rate/1,000 Gal												
-	Above	**7.47**	7.88	8.31	8.77	9.25	9.76	10.30	10.87	11.46	12.09	12.76

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan
Scen: **2025 10 10 -- Scenario I -- Status Quo**

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Industrial												
Monthly Minimum Charge												
	3/4"	**27.29**	28.79	30.37	32.05	33.81	35.67	37.63	39.70	41.88	44.19	46.62
	1"	**41.87**	44.17	46.60	49.17	51.87	54.72	57.73	60.91	64.26	67.79	71.52
	1 1/2"	**51.59**	54.43	57.42	60.58	63.91	67.43	71.13	75.05	79.17	83.53	88.12
	2"	**100.23**	105.74	111.56	117.69	124.17	131.00	138.20	145.80	153.82	162.28	171.21
	3"	**132.21**	139.48	147.15	155.25	163.79	172.79	182.30	192.32	202.90	214.06	225.83
	4"	**175.40**	185.05	195.22	205.96	217.29	229.24	241.85	255.15	269.18	283.99	299.61
	6"	**434.55**	458.45	483.67	510.27	538.33	567.94	599.18	632.13	666.90	703.58	742.27
	8"	**434.55**	458.45	483.67	510.27	538.33	567.94	599.18	632.13	666.90	703.58	742.27
Volume Rate/1,000 Gal												
-	Above	**7.47**	7.88	8.31	8.77	9.25	9.76	10.30	10.87	11.46	12.09	12.76
Institutional												
Monthly Minimum Charge												
	3/4"	**27.29**	28.79	30.37	32.05	33.81	35.67	37.63	39.70	41.88	44.19	46.62
	1"	**41.87**	44.17	46.60	49.17	51.87	54.72	57.73	60.91	64.26	67.79	71.52
	1 1/2"	**51.59**	54.43	57.42	60.58	63.91	67.43	71.13	75.05	79.17	83.53	88.12
	2"	**100.23**	105.74	111.56	117.69	124.17	131.00	138.20	145.80	153.82	162.28	171.21
	3"	**132.21**	139.48	147.15	155.25	163.79	172.79	182.30	192.32	202.90	214.06	225.83
	4"	**175.40**	185.05	195.22	205.96	217.29	229.24	241.85	255.15	269.18	283.99	299.61
	6"	**434.55**	458.45	483.67	510.27	538.33	567.94	599.18	632.13	666.90	703.58	742.27
	8"	**434.55**	458.45	483.67	510.27	538.33	567.94	599.18	632.13	666.90	703.58	742.27
Volume Rate/1,000 Gal												
-	Above	**7.47**	7.88	8.31	8.77	9.25	9.76	10.30	10.87	11.46	12.09	12.76

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WILLDAN

CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan
Scen: **2025 10 10 -- Scenario I -- Status Quo**

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Schools												
Monthly Minimum Charge												
	3/4"	**27.29**	28.79	30.37	32.05	33.81	35.67	37.63	39.70	41.88	44.19	46.62
	1"	**41.87**	44.17	46.60	49.17	51.87	54.72	57.73	60.91	64.26	67.79	71.52
	1 1/2"	**51.59**	54.43	57.42	60.58	63.91	67.43	71.13	75.05	79.17	83.53	88.12
	2"	**100.23**	105.74	111.56	117.69	124.17	131.00	138.20	145.80	153.82	162.28	171.21
	3"	**132.21**	139.48	147.15	155.25	163.79	172.79	182.30	192.32	202.90	214.06	225.83
	4"	**175.40**	185.05	195.22	205.96	217.29	229.24	241.85	255.15	269.18	283.99	299.61
	6"	**434.55**	458.45	483.67	510.27	538.33	567.94	599.18	632.13	666.90	703.58	742.27
	8"	**434.55**	458.45	483.67	510.27	538.33	567.94	599.18	632.13	666.90	703.58	742.27
Volume Rate/1,000 Gal												
-	Above	**7.47**	7.88	8.31	8.77	9.25	9.76	10.30	10.87	11.46	12.09	12.76
Perryville Prison												
Monthly Minimum Charge												
	3/4"	**35,353.39**	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	-	-
	1"	**35,353.39**	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	-	-
	1 1/2"	**35,353.39**	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	-	-
	2"	**35,353.39**	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	-	-
	3"	**35,353.39**	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	-	-
	4"	**35,353.39**	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	-	-
	6"	**35,353.39**	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	-	-
	8"	**35,353.39**	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	35,353.39	-	-
Volume Rate/1,000 Gal												
-	Above	**7.47**	7.88	8.31	8.77	9.25	9.76	10.30	10.87	11.46	12.09	12.76

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan
Scen: **2025 10 10 -- Scenario I -- Status Quo**

Effluent

Monthly Minimum Charge

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3/4"	**27.29**	28.79	30.37	32.05	33.81	35.67	37.63	39.70	41.88	44.19	46.62
1"	**41.87**	44.17	46.60	49.17	51.87	54.72	57.73	60.91	64.26	67.79	71.52
1 1/2"	**51.59**	54.43	57.42	60.58	63.91	67.43	71.13	75.05	79.17	83.53	88.12
2"	**100.23**	105.74	111.56	117.69	124.17	131.00	138.20	145.80	153.82	162.28	171.21
3"	**132.21**	139.48	147.15	155.25	163.79	172.79	182.30	192.32	202.90	214.06	225.83
4"	**175.40**	185.05	195.22	205.96	217.29	229.24	241.85	255.15	269.18	283.99	299.61
6"	**434.55**	458.45	483.67	510.27	538.33	567.94	599.18	632.13	666.90	703.58	742.27
8"	**434.55**	458.45	483.67	510.27	538.33	567.94	599.18	632.13	666.90	703.58	742.27

Volume Rate/1,000 Gal

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
-	Above	**3.29**	3.47	3.66	3.86	4.08	4.30	4.54	4.79	5.05	5.33	5.62

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan
Scen: **2025 10 10 -- Scenario I -- Status Quo**

3 Residential Monthly Charges -- WATER

7,000 Gallons

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
City											
Total	**$ 40.20**	$ 42.91	$ 45.81	$ 48.90	$ 52.19	$ 55.72	$ 59.48	$ 63.49	$ 67.78	$ 72.35	$ 77.24
Dollar Inc		2.71	2.90	3.09	3.29	3.52	3.76	4.01	4.29	4.57	4.88
Percent Inc		6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%

10,000 Gallons

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
City											
Total	**54.63**	58.32	62.25	66.46	70.90	75.69	80.80	86.25	92.07	98.29	104.92
Dollar Inc		3.69	3.94	4.20	4.45	4.79	5.11	5.45	5.82	6.21	6.63
Percent Inc		6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%

20,000 Gallons

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
City											
Total	**122.09**	130.25	139.04	148.51	158.39	169.08	180.50	192.68	205.69	219.57	234.39
Dollar Inc		8.16	8.79	9.47	9.88	10.69	11.41	12.18	13.01	13.88	14.82
Percent Inc		6.7%	6.7%	6.8%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%

30,000 Gallons

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
City											
Total	**194.39**	207.33	221.33	236.45	252.17	269.19	287.36	306.75	327.46	349.56	373.16
Dollar Inc		12.94	13.99	15.12	15.72	17.02	18.17	19.40	20.71	22.10	23.60
Percent Inc		6.7%	6.7%	6.8%	6.6%	6.7%	6.8%	6.7%	6.7%	6.7%	6.7%

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan
Scen: **2025 10 10 -- Scenario I -- Status Quo**

4 Commercial Monthly Charges -- WATER

25,000 Gallons

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
City -- 2" Meter											
Total	**218.03**	232.75	248.21	265.21	283.11	302.22	322.62	344.40	367.65	392.46	418.96
Dollar Inc		14.72	15.46	17.00	17.90	19.11	20.40	21.78	23.25	24.82	26.49
Percent Inc		6.7%	6.6%	6.9%	6.7%	6.8%	6.7%	6.7%	6.7%	6.7%	6.7%

50,000 Gallons

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
City -- 2" Meter											
Total	**394.73**	421.27	449.41	480.15	512.56	547.15	584.09	623.51	665.60	710.53	758.49
Dollar Inc		26.54	28.14	30.74	32.41	34.60	36.93	39.43	42.09	44.93	47.96
Percent Inc		6.7%	6.7%	6.8%	6.7%	6.8%	6.7%	6.7%	6.7%	6.7%	6.7%

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan
Scen: **2025 10 10 -- Scenario I -- Status Quo**

5 Residential Monthly Charges -- WASTEWATER

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
5,000 Gallons											
City											
Total	**$ 64.64**	$ 68.20	$ 71.95	$ 75.89	$ 80.08	$ 84.48	$ 89.13	$ 94.03	$ 99.20	$ 104.66	$ 110.41
Dollar Inc		3.56	3.75	3.95	4.18	4.40	4.65	4.90	5.17	5.46	5.76
Percent Inc		5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%
10,000 Gallons											
City											
Total	**101.99**	107.60	113.52	119.75	126.35	133.30	140.63	148.36	156.52	165.13	174.21
Dollar Inc		5.61	5.92	6.23	6.60	6.95	7.33	7.73	8.16	8.61	9.08
Percent Inc		5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%
15,000 Gallons											
City											
Total	**139.34**	147.00	155.09	163.61	172.62	182.11	192.13	202.69	213.84	225.60	238.01
Dollar Inc		7.66	8.09	8.52	9.01	9.49	10.02	10.57	11.15	11.76	12.41
Percent Inc		5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%
20,000 Gallons											
City											
Total	**176.69**	186.41	196.66	207.47	218.89	230.93	243.63	257.03	271.16	286.08	301.81
Dollar Inc		9.72	10.25	10.81	11.42	12.04	12.70	13.40	14.14	14.91	15.73
Percent Inc		5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

City Rate Plan
Scen: **2025 10 10 -- Scenario I -- Status Quo**

6 Commercial Monthly Charges -- WASTEWATER

20,000 Gallons **NOTE: 80% of Water Usage**

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
City											
Total	**$ 249.63**	$ 263.36	$ 277.84	$ 293.13	$ 309.25	$ 326.26	$ 344.20	$ 363.13	$ 383.10	$ 404.17	$ 426.40
Dollar Inc		13.73	14.48	15.28	16.12	17.01	17.94	18.93	19.97	21.07	22.23
Percent Inc		5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%

40,000 Gallons

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
City											
Total	**399.03**	420.98	444.13	468.56	494.33	521.52	550.20	580.46	612.39	646.07	681.60
Dollar Inc		21.95	23.15	24.43	25.77	27.19	28.68	30.26	31.93	33.68	35.53
Percent Inc		5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

Forecast Summary
Scenario: ***2025 10 10 -- Scenario I -- Status Quo***

1 Water and Wastewater Rates

Water Rates -- Residential (All)

Monthly Minimum Charge

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3/4"	$ 20.87	$ 22.28	$ 23.78	$ 25.39	$ 27.10	$ 28.93	$ 30.88	$ 32.97	$ 35.19	$ 37.57	$ 40.11
1"	28.86	30.80	32.88	35.10	37.47	39.99	42.69	45.58	48.65	51.94	55.44
1 1/2"	46.66	49.81	53.17	56.76	60.59	64.68	69.05	73.71	78.68	84.00	89.67
2"	75.53	80.63	86.08	91.89	98.09	104.72	111.78	119.33	127.38	135.98	145.16
3"	87.42	93.32	99.62	106.34	113.52	121.19	129.37	138.10	147.42	157.37	167.99
4"	142.55	152.16	162.44	173.40	185.10	197.60	210.93	225.17	240.37	256.60	273.92
6"	270.53	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87
8"	270.53	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87

Volume Rate Per 1,000 Gal

-	6,000	2.42	2.58	2.76	2.94	3.14	3.35	3.58	3.82	4.08	4.36	4.65
6,001	12,000	4.81	5.13	5.48	5.85	6.24	6.66	7.11	7.59	8.10	8.64	9.23
12,001	30,000	7.23	7.71	8.23	8.79	9.38	10.01	10.69	11.41	12.18	13.00	13.88
30,001	Above	11.60	12.39	13.23	14.12	15.07	16.08	17.17	18.33	19.56	20.88	22.29
-	-	-	-	-	-	-	-	-	-	-	-	-

Wastewater Rates - Residential

Monthly Minimum Charge	27.29	28.79	30.37	32.04	33.81	35.67	37.63	39.70	41.88	44.18	46.61
Volume Rate/1,000 Gal	7.47	7.88	8.31	8.77	9.25	9.76	10.30	10.87	11.46	12.09	12.76

2 Residential Standard Monthly Bill -- 3/4" Meter

7,000 W	Total	$ 104.84	$ 111.11	$ 117.76	$ 124.80	$ 132.27	$ 140.20	$ 148.60	$ 157.52	$ 166.98	$ 177.01	$ 187.65
5,000 WW	Increase -- $		6.27	6.65	7.04	7.48	7.93	8.41	8.92	9.46	10.03	10.64
	Increase -- %		6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%	6.0%
10,000 W	Total	119.27	126.51	134.20	142.35	150.98	160.17	169.92	180.28	191.27	202.94	215.34
5,000 WW	Increase -- $		7.24	7.69	8.15	8.63	9.19	9.76	10.36	10.99	11.67	12.39
	Increase -- %		6.1%	6.1%	6.1%	6.1%	6.1%	6.1%	6.1%	6.1%	6.1%	6.1%
20,000 W	Total	224.08	237.85	252.56	268.26	284.74	302.38	321.13	341.04	362.21	384.70	408.60
10,000 WW	Increase -- $		13.77	14.71	15.70	16.48	17.64	18.74	19.92	21.17	22.49	23.90
	Increase -- %		6.1%	6.2%	6.2%	6.1%	6.2%	6.2%	6.2%	6.2%	6.2%	6.2%

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WILLDAN

CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

Forecast Summary
Scenario: 2025 10 10 -- Scenario I -- Status Quo

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3	**Revenues and Expenses**										
	Beginning Fund Balance	**$ 61,658,000**	**$ 50,724,898**	**$ 44,869,423**	**$ 41,544,667**	**$ 37,763,098**	**$ 32,367,503**	**$ 28,090,974**	**$ 20,241,537**	**$ 27,950,358**	**$ 30,763,925**
	Water Rate Revenues	$ 46,572,858	$ 50,858,020	$ 55,498,270	$ 60,251,358	$ 65,399,972	$ 70,878,783	$ 76,738,174	$ 83,122,838	$ 90,078,756	$ 97,533,651
	WW Rate Revenues	28,337,157	30,841,899	33,500,247	36,365,241	39,449,511	42,696,940	46,138,418	49,856,655	53,695,418	57,715,267
	Non-Rate Revenues (Include Transfers In)	80,473,632	8,359,163	7,194,211	6,647,640	8,671,030	8,433,634	8,251,974	8,420,907	8,604,848	8,428,552
	DIF Transfers and 1-Time Revenue	78,643,332	6,528,863	5,363,911	4,817,340	6,840,730	6,603,334	6,421,674	6,590,607	6,774,548	6,598,252
	Regular NRR	1,830,300	1,830,300	1,830,300	1,830,300	1,830,300	1,830,300	1,830,300	1,830,300	1,830,300	1,830,300
	Total Revenues	**155,383,646**	**90,059,081**	**96,192,728**	**103,264,239**	**113,520,514**	**122,009,358**	**131,128,566**	**141,400,399**	**152,379,022**	**163,677,471**
	Operating Expenses	126,478,886	54,381,469	54,026,151	57,396,163	60,595,898	63,851,417	75,076,421	67,859,924	82,486,264	75,172,209
	Net Revenues for Transfers,Capital Outlays and Debt Service	28,904,760	35,677,612	42,166,576	45,868,076	52,924,616	58,157,941	56,052,146	73,540,475	69,892,758	88,505,262
	Capital Outlays	13,831,200	11,647,855	13,683,178	14,028,538	17,288,824	16,692,287	14,351,612	12,465,479	11,356,918	12,989,874
	Capital Outlays -Repair & Replacement	-	-	-	-	-	-	-	-	-	-
	Total Operating Expense/Capital Outlays	140,310,086	66,029,324	67,709,329	71,424,701	77,884,722	80,543,704	89,428,033	80,325,403	93,843,182	88,162,083
	Net Revenues Available for Debt Service	15,073,560	24,029,757	28,483,398	31,839,538	35,635,792	41,465,654	41,700,534	61,074,996	58,535,840	75,515,388
	Current Debt Service	17,089,362	16,813,515	14,472,753	12,683,832	10,453,558	10,876,074	11,836,358	12,470,398	13,001,061	13,337,692
	Future Debt Service	-	3,797,725	7,690,450	13,002,975	20,345,500	24,326,810	26,858,135	29,714,635	31,204,635	33,194,635
	Total Debt Service	17,089,362	20,611,240	22,163,203	25,686,807	30,799,058	35,202,884	38,694,493	42,185,033	44,205,696	46,532,327
	Net Revenues for Transfers	(2,015,802)	3,418,517	6,320,196	6,152,731	4,836,734	6,262,770	3,006,041	18,889,963	14,330,143	28,983,061
	Total Transfers	8,917,300	9,273,992	9,644,952	9,934,300	10,232,329	10,539,299	10,855,478	11,181,142	11,516,577	11,862,074
	Total Cost of Service	**166,316,749**	**95,914,556**	**99,517,484**	**107,045,808**	**118,916,109**	**126,285,887**	**138,978,003**	**133,691,578**	**149,565,455**	**146,556,484**
	Net Revenues for Contingencies	**(10,933,102)**	**(5,855,475)**	**(3,324,756)**	**(3,781,569)**	**(5,395,595)**	**(4,276,529)**	**(7,849,437)**	**7,708,821**	**2,813,567**	**17,120,987**

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

Forecast Summary
Scenario: 2025 10 10 -- Scenario I -- Status Quo

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Percent of COS		-6.6%	-6.1%	-3.3%	-3.5%	-4.5%	-3.4%	-5.6%	5.8%	1.9%	11.7%
Days of Expenses		(24)	(22)	(12)	(13)	(17)	(12)	(21)	21	7	43
Ending Fund Balance		**$ 50,724,898**	**$ 44,869,423**	**$ 41,544,667**	**$ 37,763,098**	**$ 32,367,503**	**$ 28,090,974**	**$ 20,241,537**	**$ 27,950,358**	**$ 30,763,925**	**$ 47,884,911**
Days of Fund Balance		111	171	152	129	99	81	53	76	75	119
Reserve Requirement (15%)		**11,511,047**	**12,529,533**	**13,624,323**	**14,767,035**	**16,001,968**	**17,310,904**	**18,706,034**	**20,221,469**	**21,840,671**	**23,561,883**
Ending Fund Balance After Reserve Requirement (15%)		**$ 39,213,851**	**$ 32,339,890**	**$ 27,920,345**	**$ 22,996,063**	**$ 16,365,535**	**$ 10,780,070**	**$ 1,535,503**	**$ 7,728,889**	**$ 8,923,254**	**$ 24,323,028**
Debt Coverage (excludes Capital Outlays and G/F Transfers)		1.69	1.73	1.90	1.79	1.72	1.65	1.45	1.74	1.58	1.90
Goal is 1.60 and Minimum is 1.20											
5 Total Accounts											
Water Accounts											
Total Accounts		25,640	26,517	27,360	28,229	29,125	29,980	30,789	31,620	32,473	33,272
New Accounts		-	877	843	869	896	855	809	831	853	799
Avg. Annual Growth Rate			3.42%	3.18%	3.18%	3.17%	2.94%	2.70%	2.70%	2.70%	2.46%
Wastewater Accounts											
Total Accounts		26,201	27,072	27,909	28,772	29,662	30,511	31,314	32,139	32,986	33,779
New Accounts		-	871	837	863	890	849	803	825	847	793
Avg. Annual Growth Rate			3.32%	3.09%	3.09%	3.09%	2.86%	2.63%	2.63%	2.64%	2.40%

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

Forecast Summary
Scenario: ***2025 10 10 -- Scenario I -- Status Quo***

6 Annual Volume

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Water Volume											
Residential - City		2,234,745,040	2,313,545,406	2,389,290,058	2,467,442,243	2,548,187,153	2,625,135,572	2,697,731,913	2,772,365,397	2,849,036,023	2,920,613,794
Residential - County		15,864,160	16,387,154	16,910,149	17,433,143	17,956,137	18,479,131	19,002,126	19,525,120	20,048,114	20,571,109
Multi-Family		153,510,760	164,097,709	174,684,658	182,624,870	187,918,344	190,565,081	193,211,819	195,858,556	198,505,293	201,152,030
Non-Residential (Commercial)		289,045,485	296,142,584	303,239,683	310,981,973	318,724,262	327,111,743	335,499,224	343,886,704	352,919,376	361,952,047
Industrial		195,207,480	202,504,956	209,802,432	217,099,908	224,397,384	231,694,859	238,992,335	246,289,811	253,587,287	262,709,132
Institutional		28,491,093	28,704,776	28,920,062	29,136,962	29,355,489	29,575,655	29,797,473	30,020,954	30,246,111	30,472,957
Schools		26,413,000	27,167,657	27,167,657	27,167,657	27,167,657	27,167,657	27,922,314	28,676,971	28,676,971	28,676,971
Construction		268,174,000	268,174,000	268,174,000	268,174,000	268,174,000	268,174,000	268,174,000	268,174,000	268,174,000	268,174,000
Irrigation		1,098,265,410	1,136,991,848	1,174,216,556	1,212,624,446	1,252,306,531	1,290,122,830	1,325,800,301	1,362,478,925	1,400,158,703	1,435,335,597
Total System		4,465,013,328	4,624,542,680	4,780,314,504	4,920,594,450	5,062,096,207	5,195,935,778	5,324,040,753	5,455,185,688	5,589,261,128	5,717,566,886
Wastewater Billing Units											
Residential - City		1,542,630,600	1,593,965,158	1,643,309,068	1,694,221,368	1,746,822,700	1,796,950,805	1,844,243,747	1,892,863,786	1,942,810,923	1,989,440,315
Residential - County		752,000	752,000	752,000	752,000	752,000	752,000	752,000	752,000	752,000	752,000
Multi-Family		114,926,000	125,141,644	135,357,289	143,019,022	148,126,844	150,680,756	153,234,667	155,788,578	158,342,489	160,896,400
Non-Residential		224,359,603	230,221,731	236,083,858	242,478,906	248,873,954	255,801,923	262,729,892	269,657,861	277,118,750	284,579,639
Industrial		254,256,490	263,942,452	273,628,413	283,314,375	293,000,337	302,686,298	312,372,260	322,058,221	331,744,183	343,851,635
Institutional		22,626,000	22,626,000	22,626,000	22,626,000	22,626,000	22,626,000	22,626,000	22,626,000	22,626,000	22,626,000
Schools		21,140,000	21,711,351	21,711,351	21,711,351	21,711,351	21,711,351	22,282,703	22,854,054	22,854,054	22,854,054
Perryville Prison		197,651,000	197,651,000	197,651,000	197,651,000	197,651,000	197,651,000	197,651,000	197,651,000	197,651,000	197,651,000
Effluent		5,887,000	5,887,000	5,887,000	5,887,000	5,887,000	5,887,000	5,887,000	5,887,000	5,887,000	5,887,000
Other 10		-	-	-	-	-	-	-	-	-	-
Total System		2,384,228,694	2,461,898,336	2,537,005,980	2,611,661,022	2,685,451,187	2,754,747,133	2,821,779,267	2,890,138,499	2,959,786,399	3,028,538,044

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

Water Summary
Scen: **2025 10 10 -- Scenario I -- Status Quo**

1 Water Monthly Rates and Charges

Residential - City

Monthly Minimum Charge

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3/4"		$ 20.87	$ 22.28	$ 23.78	$ 25.39	$ 27.10	$ 28.93	$ 30.88	$ 32.97	$ 35.19	$ 37.57	$ 40.11
1"		28.86	30.80	32.88	35.10	37.47	39.99	42.69	45.58	48.65	51.94	55.44
1 1/2"		46.66	49.81	53.17	56.76	60.59	64.68	69.05	73.71	78.68	84.00	89.67
2"		75.53	80.63	86.08	91.89	98.09	104.72	111.78	119.33	127.38	135.98	145.16
3"		87.42	93.32	99.62	106.34	113.52	121.19	129.37	138.10	147.42	157.37	167.99
4"		142.55	152.16	162.44	173.40	185.10	197.60	210.93	225.17	240.37	256.60	273.92
6"		270.53	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87
8"		270.53	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87

Volume Rate/1,000 Gal

-	6,000	2.42	2.58	2.76	2.94	3.14	3.35	3.58	3.82	4.08	4.36	4.65
6,001	12,000	4.81	5.13	5.48	5.85	6.24	6.66	7.11	7.59	8.10	8.64	9.23
12,001	30,000	7.23	7.71	8.23	8.79	9.38	10.01	10.69	11.41	12.18	13.00	13.88
30,001	Above	11.60	12.39	13.23	14.12	15.07	16.08	17.17	18.33	19.56	20.88	22.29

Non-Residential (Commercial)

Monthly Minimum Charge

3/4"		20.87	22.28	23.78	25.39	27.10	28.93	30.88	32.97	35.19	37.57	40.11
1"		28.86	30.81	32.89	35.11	37.48	40.01	42.71	45.59	48.67	51.95	55.46
1 1/2"		46.66	49.81	53.17	56.76	60.59	64.68	69.05	73.71	78.68	84.00	89.67
2"		75.53	80.63	86.07	91.88	98.08	104.70	111.77	119.31	127.37	135.97	145.14
3"		87.42	93.32	99.62	106.34	113.52	121.19	129.37	138.10	147.42	157.37	167.99
4"		142.55	152.17	162.44	173.41	185.11	197.61	210.95	225.19	240.39	256.61	273.93
6"		270.53	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87
8"		270.53	288.79	308.28	329.09	351.31	375.02	400.33	427.36	456.20	487.00	519.87

Volume Rate Per 1,000 Gal - Commercial

-	40,000	5.70	6.08	6.49	6.93	7.40	7.90	8.43	9.00	9.61	10.26	10.95
40,001	100,000	9.12	9.73	10.39	11.09	11.84	12.64	13.50	14.41	15.38	16.42	17.52
100,001	Above	11.82	12.61	13.46	14.37	15.34	16.37	17.48	18.66	19.92	21.26	22.70

2.1 Residential Monthly Charge

7,000 Gallons	Total	$ 40.20	$ 42.91	$ 45.81	$ 48.90	$ 52.19	$ 55.72	$ 59.48	$ 63.49	$ 67.78	$ 72.35	$ 77.24
	Dollar Inc		2.71	2.90	3.09	3.29	3.52	3.76	4.01	4.29	4.57	4.88
	Percent Inc		6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%
10,000 Gallons	Total	54.63	58.32	62.25	66.46	70.90	75.69	80.80	86.25	92.07	98.29	104.92
	Dollar Inc		3.69	3.94	4.20	4.45	4.79	5.11	5.45	5.82	6.21	6.63
	Percent Inc		6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%

Intellectual Property of Willdan Group Inc. - Not to be used without express written permission

WILLDAN

CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

Water Summary
Scen: **2025 10 10 -- Scenario I -- Status Quo**

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
20,000 Gallons	Total	122.09	130.25	139.04	148.51	158.39	169.08	180.50	192.68	205.69	219.57	234.39
	Dollar Inc		8.16	8.79	9.47	9.88	10.69	11.41	12.18	13.01	13.88	14.82
	Percent Inc		6.7%	6.7%	6.8%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%	6.7%
30,000 Gallons	Total	194.39	207.33	221.33	236.45	252.17	269.19	287.36	306.75	327.46	349.56	373.16
	Dollar Inc		12.94	13.99	15.12	15.72	17.02	18.17	19.40	20.71	22.10	23.60
	Percent Inc		6.7%	6.7%	6.8%	6.6%	6.7%	6.8%	6.7%	6.7%	6.7%	6.7%

2.2 Commercial Monthly Charge

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
10,000 Gallons												
	3/4"	$ 77.87	$ 83.13	$ 88.64	$ 94.72	$ 101.11	$ 107.94	$ 115.22	$ 123.00	$ 131.31	$ 140.17	$ 149.63
	1"	85.86	91.66	97.74	104.44	111.49	119.02	127.05	135.62	144.78	154.55	164.98
	1 1/2"	103.66	110.66	118.03	126.09	134.60	143.69	153.39	163.74	174.80	186.59	199.19
	2"	132.53	141.48	150.93	161.21	172.09	183.71	196.11	209.35	223.48	238.57	254.67
	3"	144.42	154.17	164.47	175.68	187.53	200.19	213.71	228.13	243.53	259.97	277.52
	4"	199.55	213.02	227.30	242.74	259.13	276.62	295.29	315.22	336.50	359.21	383.46
	6"	327.53	349.64	373.14	398.43	425.32	454.03	484.68	517.39	552.31	589.60	629.39
	8"	327.53	349.64	373.14	398.43	425.32	454.03	484.68	517.39	552.31	589.60	629.39
20,000 Gallons												
	3/4"	$ 134.87	$ 143.97	$ 153.49	$ 164.05	$ 175.13	$ 186.95	$ 199.57	$ 213.04	$ 227.42	$ 242.77	$ 259.15
	1"	142.86	152.50	162.60	173.77	185.50	198.02	211.39	225.66	240.89	257.15	274.51
	1 1/2"	160.66	171.50	182.88	195.43	208.62	222.70	237.73	253.78	270.91	289.19	308.71
	2"	189.53	202.32	215.78	230.55	246.11	262.72	280.45	299.38	319.59	341.16	364.19
	3"	201.42	215.02	229.33	245.01	261.55	279.20	298.05	318.17	339.64	362.57	387.04
	4"	256.55	273.87	292.15	312.07	333.14	355.63	379.63	405.26	432.61	461.81	492.98
	6"	384.53	410.49	437.99	467.76	499.33	533.04	569.02	607.43	648.43	692.20	738.92
	8"	384.53	410.49	437.99	467.76	499.33	533.04	569.02	607.43	648.43	692.20	738.92
50,000 Gallons												
	3/4"	$ 340.07	$ 362.92	$ 387.12	$ 413.65	$ 441.57	$ 471.38	$ 503.20	$ 537.16	$ 573.42	$ 612.13	$ 653.45
	1"	348.06	371.45	396.23	423.37	451.95	482.46	515.02	549.79	586.90	626.51	668.80
	1 1/2"	365.86	390.46	416.51	445.03	475.07	507.13	541.36	577.91	616.91	658.56	703.01
	2"	394.73	421.27	449.41	480.15	512.56	547.15	584.09	623.51	665.60	710.53	758.49
	3"	406.62	433.97	462.96	494.61	528.00	563.64	601.68	642.29	685.65	731.93	781.34
	4"	461.75	492.82	525.78	561.67	599.59	640.06	683.26	729.38	778.62	831.17	887.28
	6"	589.73	629.44	671.62	717.36	765.78	817.47	872.65	931.55	994.43	1,061.56	1,133.21
	8"	589.73	629.44	671.62	717.36	765.78	817.47	872.65	931.55	994.43	1,061.56	1,133.21

3 Total Accounts

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total Accounts		**25,640**	**26,517**	**27,360**	**28,229**	**29,125**	**29,980**	**30,789**	**31,620**	**32,473**	**33,272**
New Accounts			877	843	869	896	855	809	831	853	799
Avg. Annual Growth Rate			3.42%	3.18%	3.18%	3.17%	2.94%	2.70%	2.70%	2.70%	2.46%

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WILLDAN

CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

Water Summary
Scen: **2025 10 10 -- Scenario I -- Status Quo**

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
4	**Annual Water Consumption**											
W.1	Residential - City		2,234,745,040	2,313,545,406	2,389,290,058	2,467,442,243	2,548,187,153	2,625,135,572	2,697,731,913	2,772,365,397	2,849,036,023	2,920,613,794
W.2	Residential - County		15,864,160	16,387,154	16,910,149	17,433,143	17,956,137	18,479,131	19,002,126	19,525,120	20,048,114	20,571,109
W.3	Multi-Family		153,510,760	164,097,709	174,684,658	182,624,870	187,918,344	190,565,081	193,211,819	195,858,556	198,505,293	201,152,030
W.4	Non-Residential (Commercial)		289,045,485	296,142,584	303,239,683	310,981,973	318,724,262	327,111,743	335,499,224	343,886,704	352,919,376	361,952,047
W.6	Industrial		195,207,480	202,504,956	209,802,432	217,099,908	224,397,384	231,694,859	238,992,335	246,289,811	253,587,287	262,709,132
W.7	Institutional		28,491,093	28,704,776	28,920,062	29,136,962	29,355,489	29,575,655	29,797,473	30,020,954	30,246,111	30,472,957
W.8	Schools		26,413,000	27,167,657	27,167,657	27,167,657	27,167,657	27,167,657	27,922,314	28,676,971	28,676,971	28,676,971
W.9	Construction		268,174,000	268,174,000	268,174,000	268,174,000	268,174,000	268,174,000	268,174,000	268,174,000	268,174,000	268,174,000
W.10	Irrigation		1,098,265,410	1,136,991,848	1,174,216,556	1,212,624,446	1,252,306,531	1,290,122,830	1,325,800,301	1,362,478,925	1,400,158,703	1,435,335,597
	Total System		**4,465,013,328**	**4,624,542,680**	**4,780,314,504**	**4,920,594,450**	**5,062,096,207**	**5,195,935,778**	**5,324,040,753**	**5,455,185,688**	**5,589,261,128**	**5,717,566,886**
5	**Revenues and Expenses -- CASH BASIS**											
	Water Revenues											
	Water Rate Revenue											
W.0	CAP Water		$ 7,590,523	$ 7,861,723	$ 8,126,535	$ 8,365,011	$ 8,605,564	$ 8,833,091	$ 9,050,869	$ 9,273,816	$ 9,501,744	$ 9,719,864
W.1	Residential - City		15,174,422	16,768,365	18,487,571	20,379,188	22,461,338	24,701,534	27,098,101	29,727,502	32,611,726	35,687,642
W.2	Residential - County		118,701	130,922	144,239	158,720	174,451	191,650	210,377	230,758	252,933	277,049
W.3	Multi-Family		1,729,865	1,944,937	2,210,349	2,466,907	2,709,754	2,933,404	3,174,901	3,435,634	3,717,101	4,020,912
W.4	Non-Residential (Commercial)		2,957,516	3,233,582	3,535,128	3,870,645	4,234,782	4,639,594	5,079,761	5,558,211	6,089,239	6,666,631
W.6	Industrial		2,292,380	2,537,533	2,806,519	3,100,293	3,420,809	3,770,468	4,151,746	4,567,316	5,020,073	5,551,695
W.7	Institutional		310,852	334,095	359,261	386,275	415,302	446,511	480,067	516,145	554,937	596,645
W.8	Schools		251,235	275,748	294,378	314,328	335,545	358,194	392,994	430,859	459,942	490,988
W.9	Construction		3,080,106	3,286,716	3,508,838	3,745,841	3,998,685	4,268,597	4,556,727	4,864,306	5,192,647	5,543,150
W.10	Irrigation		11,038,887	12,186,254	13,421,652	14,782,240	16,281,373	17,890,499	19,612,034	21,499,773	23,569,344	25,776,730
			46,572,858	50,858,020	55,498,270	60,251,358	65,399,972	70,878,783	76,738,174	83,122,838	90,078,756	97,533,651
	Non-Rate Revenues		9,691,992	7,014,136	5,228,856	4,620,231	6,575,324	6,315,798	6,112,077	6,211,600	6,325,079	6,127,713
	DIF Transfers and 1-Time Revenue		7,979,792	5,301,936	3,516,656	2,908,031	4,863,124	4,603,598	4,399,877	4,499,400	4,612,879	4,415,513
	Regular NRR		1,712,200	1,712,200	1,712,200	1,712,200	1,712,200	1,712,200	1,712,200	1,712,200	1,712,200	1,712,200
	Total Revenues		**56,264,850**	**57,872,156**	**60,727,126**	**64,871,590**	**71,975,297**	**77,194,581**	**82,850,251**	**89,334,437**	**96,403,835**	**103,661,364**
				2.9%	4.9%	6.8%	11.0%	7.3%	7.3%	7.8%	7.9%	7.5%
	Ongoing Revenue		48,285,058	52,570,220	57,210,470	61,963,558	67,112,172	72,590,983	78,450,374	84,835,038	91,790,956	99,245,851

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

Water Summary
Scen: **2025 10 10 -- Scenario I -- Status Quo**

Water Cost of Service

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	Budget Code											
P	Personnel	$ 6,470,500	$ 7,367,660	$ 8,082,958	$ 8,769,843	$ 9,506,915	$ 11,840,570	$ 12,516,639	$ 13,296,864	$ 14,261,260	$ 15,279,453	
CN	Contractuals	11,140,500	12,130,595	13,098,282	14,143,286	15,282,564	16,517,405	15,971,520	16,573,334	17,199,886	17,843,008	
CM	Commodities	2,653,700	2,798,539	2,947,468	3,100,929	3,262,348	3,427,145	3,595,445	3,772,446	3,958,542	4,148,228	
CO	Capital Outlays	-	-	-	-	-	-	-	-	-	-	
ID	Inter Departamental Charges	-	-	-	-	-	-	-	-	-	-	
DS	Debt Service	-	-	-	-	-	-	-	-	-	-	
SWTP	Surface Water Treatment Plant	-	-	-	-	-	-	-	-	-	-	
IS	Internal Service Charge	396,200	412,390	429,086	446,375	464,448	483,024	502,117	522,076	542,941	564,370	
CAP	CAP	7,927,446	8,055,115	8,430,715	8,690,621	9,023,870	9,309,622	9,560,639	9,821,781	10,103,789	10,395,921	
NR	Non-Rate Revenue	-	-	-	-	-	-	-	-	-	-	
OT	One Time Suplementals and Reimbursements	3,593,200	883,030	582,746	666,163	338,720	883,105	200,859	300,817	899,100	469,253	
0	#N/A	-	-	-	-	-	-	-	-	-	-	
0	#N/A	-	-	-	-	-	-	-	-	-	-	
0	#N/A	-	-	-	-	-	-	-	-	-	-	
	Total	32,181,546	31,647,330	33,571,255	35,817,217	37,878,865	42,460,872	42,347,219	44,287,317	46,965,518	48,700,234	
	Ongoing Expenses	36,089,646	37,456,858	40,938,606	43,662,126	48,861,310	51,408,471	51,227,408	50,639,826	52,091,054	55,349,776	
	Department Code											
AD	Administration	$ 1,554,500	$ 1,724,550	$ 1,877,672	$ 2,084,812	$ 2,239,729	$ 2,471,321	$ 2,562,096	$ 2,656,454	$ 2,754,553	$ 2,856,553	
M	Maintenance	1,536,600	1,618,800	1,795,163	1,878,236	1,965,535	2,264,073	2,475,307	2,584,250	2,698,388	2,815,966	
D	Distribution	3,607,200	5,008,238	5,005,144	4,902,999	5,390,432	6,272,471	5,826,345	6,173,471	6,734,069	7,186,864	
P	Production	2,708,000	2,869,371	3,026,662	3,180,301	3,438,633	3,607,426	3,781,575	3,964,547	4,156,736	4,466,101	
WQ	Water Quality	736,500	776,038	922,917	960,882	1,122,446	1,167,649	1,325,484	1,378,211	1,433,167	1,490,120	
WR	Water Resources	1,353,400	1,418,336	1,477,952	1,657,704	1,722,226	1,789,459	1,859,533	1,932,642	2,159,833	2,244,672	
IC	Instruments & Controls	638,400	668,088	694,788	720,287	746,794	1,145,455	1,187,102	1,430,751	1,482,682	1,658,598	
GWT	Groundwater Treatment	2,606,300	2,970,507	3,119,027	3,265,230	3,417,933	3,574,355	3,735,203	4,003,261	4,282,832	4,598,647	
SWTP	Surface Water Treatment Plant	5,704,500	6,314,112	6,988,928	7,735,927	8,562,830	10,602,086	9,768,151	10,067,011	10,375,042	10,692,523	
CAP	CAP Water	7,927,446	8,055,115	8,430,715	8,690,621	9,023,870	9,309,622	9,560,639	9,821,781	10,103,789	10,395,921	
OD	Other Departments	3,808,700	224,175	232,288	740,219	248,438	256,956	265,785	274,938	784,429	294,269	
	Total	32,181,546	31,647,330	33,571,255	35,817,217	37,878,865	42,460,872	42,347,219	44,287,317	46,965,518	48,700,234	
		TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	
	Total Operating Expenses	**32,181,546**	**31,647,330**	**33,571,255**	**35,817,217**	**37,878,865**	**42,460,872**	**42,347,219**	**44,287,317**	**46,965,518**	**48,700,234**	
	Net Revenues for Transfers,Capital Outlays and Debt Service	24,083,304	26,224,826	27,155,871	29,054,373	34,096,432	34,733,709	40,503,032	45,047,120	49,438,317	54,961,131	
	Capital Outlays	7,501,300	6,692,558	7,950,098	8,511,072	11,321,165	9,830,705	9,081,047	6,653,325	6,024,637	7,118,795	

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WILLDAN

CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Water Summary											
Scen: **2025 10 10 -- Scenario I -- Status Quo**											
Debt Service											
Debt Service -- Current		10,552,035	10,641,870	9,568,699	7,781,404	7,218,009	7,824,533	8,643,789	9,138,057	9,527,331	9,866,428
Debt Service -- Future		-	1,000,768	2,096,535	7,083,698	12,655,860	14,674,535	17,030,860	19,127,360	20,052,360	21,014,860
Total Debt Service		10,552,035	11,642,638	11,665,234	14,865,101	19,873,869	22,499,068	25,674,649	28,265,417	29,579,691	30,881,288
Net Revenues for Transfers		6,029,969	7,889,630	7,540,540	5,678,200	2,901,398	2,403,937	5,747,335	10,128,378	13,833,989	16,961,048
Total Transfers		5,058,800	5,261,152	5,471,598	5,635,746	5,804,818	5,978,963	6,158,332	6,343,082	6,533,374	6,729,375
Total Cost of Service		**55,293,681**	**55,243,678**	**58,658,184**	**64,829,136**	**74,878,717**	**80,769,607**	**83,261,248**	**85,549,141**	**89,103,220**	**93,429,692**
Net Revenues for Contingencies		**971,169**	**2,628,478**	**2,068,942**	**42,454**	**(2,903,421)**	**(3,575,026)**	**(410,997)**	**3,785,296**	**7,300,615**	**10,231,672**
Percent of COS		1.7%	4.5%	3.4%	0.1%	-4.0%	-4.6%	-0.5%	4.2%	7.6%	9.9%
Days of Expenses		6	17	13	0	(14)	(16)	(2)	16	30	40
Ending Fund Balance		**$ 27,148,169**	**$ 29,776,647**	**$ 31,845,589**	**$ 31,888,043**	**$ 28,984,622**	**$ 25,409,596**	**$ 24,998,599**	**$ 28,783,895**	**$ 36,084,511**	**$ 46,316,183**
Days of Fund Balance		179	197	198	180	141	115	110	123	148	181
Debt Coverage (excludes Capital Outlays, G/F Transfers)		**2.28**	**2.25**	**2.33**	**1.95**	**1.72**	**1.54**	**1.58**	**1.59**	**1.67**	**1.78**

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

Wastewater Summary
Scen: **2025 10 10 -- Scenario I -- Status Quo**

			Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
1	**Wastewater Monthly Rates and Charges**												
	Residential - City												
	Monthly Minimum Charge		$ 27.29	$ 28.79	$ 30.37	$ 32.04	$ 33.81	$ 35.67	$ 37.63	$ 39.70	$ 41.88	$ 44.18	$ 46.61
	Volume Rate/1,000 Gal		7.47	7.88	8.31	8.77	9.25	9.76	10.30	10.87	11.46	12.09	12.76
	Non-Residential												
	Monthly Minimum Charge												
	3/4"		$ 27.29	$ 28.79	$ 30.37	$ 32.05	$ 33.81	$ 35.67	$ 37.63	$ 39.70	$ 41.88	$ 44.19	$ 46.62
	1"		41.87	44.17	46.60	49.17	51.87	54.72	57.73	60.91	64.26	67.79	71.52
	1 1/2"		51.59	54.43	57.42	60.58	63.91	67.43	71.13	75.05	79.17	83.53	88.12
	2"		100.23	105.74	111.56	117.69	124.17	131.00	138.20	145.80	153.82	162.28	171.21
	3"		132.21	139.48	147.15	155.25	163.79	172.79	182.30	192.32	202.90	214.06	225.83
	4"		175.40	185.05	195.22	205.96	217.29	229.24	241.85	255.15	269.18	283.99	299.61
	6"		434.55	458.45	483.67	510.27	538.33	567.94	599.18	632.13	666.90	703.58	742.27
	8"		434.55	458.45	483.67	510.27	538.33	567.94	599.18	632.13	666.90	703.58	742.27
	Volume Rate Per 1,000 Gal - Commercial												
	-	Above	$ 7.47	$ 7.88	$ 8.31	$ 8.77	$ 9.25	$ 9.76	$ 10.30	$ 10.87	$ 11.46	$ 12.09	$ 12.76
	-	Above	7.47	7.88	8.31	8.77	9.25	9.76	10.30	10.87	11.46	12.09	12.76
2.1	**Residential Monthly Charge**												
	5,000 Gallons	Total	$ 64.64	$ 68.20	$ 71.95	$ 75.89	$ 80.08	$ 84.48	$ 89.13	$ 94.03	$ 99.20	$ 104.66	$ 110.41
		Dollar Inc		3.56	3.75	3.95	4.18	4.40	4.65	4.90	5.17	5.46	5.76
		Percent Inc		5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%
	10,000 Gallons	Total	101.99	107.60	113.52	119.75	126.35	133.30	140.63	148.36	156.52	165.13	174.21
		Dollar Inc		5.61	5.92	6.23	6.60	6.95	7.33	7.73	8.16	8.61	9.08
		Percent Inc		5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%
	20,000 Gallons	Total	176.69	186.41	196.66	207.47	218.89	230.93	243.63	257.03	271.16	286.08	301.81
		Dollar Inc		9.72	10.25	10.81	11.42	12.04	12.70	13.40	14.14	14.91	15.73
		Percent Inc		5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%
	30,000 Gallons	Total	251.39	265.22	279.80	295.18	311.43	328.56	346.63	365.69	385.80	407.02	429.41
		Dollar Inc		13.83	14.59	15.38	16.25	17.13	18.07	19.06	20.11	21.22	22.39
		Percent Inc		5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%	5.5%

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WILLDAN

CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

Wastewater Summary
Scen: **2025 10 10 -- Scenario I -- Status Quo**

2.2 Commercial Monthly Charge

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
10,000 Gallons											
3/4"	$ 101.99	$ 107.60	$ 113.52	$ 119.76	$ 126.35	$ 133.30	$ 140.63	$ 148.36	$ 156.52	$ 165.13	$ 174.21
1"	116.57	122.98	129.75	136.88	144.41	152.35	160.73	169.57	178.90	188.74	199.12
1 1/2"	126.29	133.24	140.56	148.29	156.45	165.06	174.13	183.71	193.82	204.48	215.72
2"	174.93	184.55	194.70	205.41	216.71	228.63	241.20	254.47	268.46	283.23	298.81
3"	206.91	218.29	230.30	242.96	256.33	270.42	285.30	300.99	317.54	335.01	353.43
4"	250.10	263.86	278.37	293.68	309.83	326.87	344.85	363.82	383.83	404.94	427.21
6"	509.25	537.26	566.81	597.98	630.87	665.57	702.18	740.80	781.54	824.52	869.87
8"	509.25	537.26	566.81	597.98	630.87	665.57	702.18	740.80	781.54	824.52	869.87
20,000 Gallons											
3/4"	$ 176.69	$ 186.41	$ 196.66	$ 207.48	$ 218.89	$ 230.93	$ 243.63	$ 257.03	$ 271.16	$ 286.08	$ 301.81
1"	191.27	201.79	212.89	224.60	236.95	249.98	263.73	278.24	293.54	309.68	326.72
1 1/2"	200.99	212.04	223.71	236.01	248.99	262.69	277.13	292.38	308.46	325.42	343.32
2"	249.63	263.36	277.84	293.13	309.25	326.26	344.20	363.13	383.10	404.17	426.40
3"	281.61	297.10	313.44	330.68	348.87	368.05	388.30	409.65	432.18	455.95	481.03
4"	324.80	342.66	361.51	381.39	402.37	424.50	447.85	472.48	498.47	525.88	554.81
6"	583.95	616.07	649.95	685.70	723.41	763.20	805.18	849.46	896.18	945.47	997.47
8"	583.95	616.07	649.95	685.70	723.41	763.20	805.18	849.46	896.18	945.47	997.47
50,000 Gallons											
3/4"	$ 400.79	$ 422.83	$ 446.09	$ 470.62	$ 496.51	$ 523.82	$ 552.63	$ 583.02	$ 615.09	$ 648.92	$ 684.61
1"	415.37	438.22	462.32	487.74	514.57	542.87	572.73	604.23	637.46	672.52	709.51
1 1/2"	425.09	448.47	473.14	499.16	526.61	555.58	586.13	618.37	652.38	688.26	726.12
2"	473.73	499.79	527.27	556.27	586.87	619.15	653.20	689.13	727.03	767.01	809.20
3"	505.71	533.52	562.87	593.83	626.49	660.94	697.29	735.65	776.11	818.79	863.83
4"	548.90	579.09	610.94	644.54	679.99	717.39	756.85	798.47	842.39	888.72	937.60
6"	808.05	852.49	899.38	948.85	1,001.03	1,056.09	1,114.17	1,175.45	1,240.10	1,308.31	1,380.27
8"	808.05	852.49	899.38	948.85	1,001.03	1,056.09	1,114.17	1,175.45	1,240.10	1,308.31	1,380.27

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

Wastewater Summary
Scen: **2025 10 10 -- Scenario I -- Status Quo**

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
3	**Total Accounts**											
	Total Accounts		**26,201**	**27,072**	**27,909**	**28,772**	**29,662**	**30,511**	**31,314**	**32,139**	**32,986**	**33,779**
	New Accounts			871	837	863	890	849	803	825	847	793
	Avg. Annual Growth Rate			3.32%	3.09%	3.09%	3.09%	2.86%	2.63%	2.63%	2.64%	2.40%
4	**Annual Wastewater Billing Units**											
WW.1	Residential - City		1,542,630,600	1,593,965,158	1,643,309,068	1,694,221,368	1,746,822,700	1,796,950,805	1,844,243,747	1,892,863,786	1,942,810,923	1,989,440,315
WW.2	Residential - County		752,000	752,000	752,000	752,000	752,000	752,000	752,000	752,000	752,000	752,000
WW.3	Multi-Family		114,926,000	125,141,644	135,357,289	143,019,022	148,126,844	150,680,756	153,234,667	155,788,578	158,342,489	160,896,400
WW.4	Non-Residential		224,359,603	230,221,731	236,083,858	242,478,906	248,873,954	255,801,923	262,729,892	269,657,861	277,118,750	284,579,639
WW.5	Industrial		254,256,490	263,942,452	273,628,413	283,314,375	293,000,337	302,686,298	312,372,260	322,058,221	331,744,183	343,851,635
WW.6	Institutional		22,626,000	22,626,000	22,626,000	22,626,000	22,626,000	22,626,000	22,626,000	22,626,000	22,626,000	22,626,000
WW.7	Schools		21,140,000	21,711,351	21,711,351	21,711,351	21,711,351	21,711,351	22,282,703	22,854,054	22,854,054	22,854,054
WW.8	Perryville Prison		197,651,000	197,651,000	197,651,000	197,651,000	197,651,000	197,651,000	197,651,000	197,651,000	197,651,000	197,651,000
WW.9	Effluent		5,887,000	5,887,000	5,887,000	5,887,000	5,887,000	5,887,000	5,887,000	5,887,000	5,887,000	5,887,000
WW.10	Other 10		-	-	-	-	-	-	-	-	-	-
	Total System		**2,384,228,694**	**2,461,898,336**	**2,537,005,980**	**2,611,661,022**	**2,685,451,187**	**2,754,747,133**	**2,821,779,267**	**2,890,138,499**	**2,959,786,399**	**3,028,538,044**
5	**Revenues and Expenses -- CASH BASIS**											
	Wastewater Revenues											
	Wastewater Rate Revenue											
WW.1	Residential - City		20,833,141	22,710,364	24,699,778	26,865,030	29,224,600	31,716,729	34,341,795	37,185,745	40,266,152	43,500,371
WW.2	Residential - County		10,115	10,670	11,257	11,875	12,529	13,218	13,945	14,712	15,521	16,375
WW.5	Multi-Family		969,011	1,113,178	1,270,273	1,415,995	1,547,227	1,660,468	1,781,485	1,910,792	2,048,932	2,196,489
WW.6	Non-Residential		2,088,125	2,260,531	2,445,586	2,649,983	2,869,466	3,111,558	3,371,600	3,650,834	3,958,197	4,288,325
WW.5	Industrial		2,085,770	2,284,316	2,498,392	2,729,106	2,977,641	3,245,260	3,533,309	3,843,227	4,176,547	4,567,070
WW.6	Institutional		188,993	199,388	210,354	221,923	234,129	247,006	260,592	274,924	290,045	305,997
WW.7	Schools		205,986	223,188	235,463	248,414	262,077	276,491	299,374	323,938	341,755	360,551
WW.8	Perryville Prison		1,934,529	2,017,595	2,105,229	2,197,684	2,295,223	2,398,127	2,506,691	2,621,226	2,565,293	2,445,299
WW.9	Effluent		21,487	22,669	23,916	25,231	26,619	28,083	29,627	31,257	32,976	34,789
WW.10	Other 10		-	-	-	-	-	-	-	-	-	-
			28,337,157	30,841,899	33,500,247	36,365,241	39,449,511	42,696,940	46,138,418	49,856,655	53,695,418	57,715,267
	Non-Rate Revenues (includes transfers in)		70,781,640	1,345,027	1,965,355	2,027,408	2,095,706	2,117,836	2,139,897	2,209,307	2,279,769	2,300,839
	DIF Transfers and 1-Time Revenue		70,663,540	1,226,927	1,847,255	1,909,308	1,977,606	1,999,736	2,021,797	2,091,207	2,161,669	2,182,739
	Regular NRR		118,100	118,100	118,100	118,100	118,100	118,100	118,100	118,100	118,100	118,100
	Total Revenues		**99,118,797**	**32,186,926**	**35,465,602**	**38,392,649**	**41,545,217**	**44,814,777**	**48,278,315**	**52,065,962**	**55,975,186**	**60,016,106**
				-67.5%	10.2%	8.3%	8.2%	7.9%	7.7%	7.8%	7.5%	7.2%
	Ongoing Revenue		28,455,257	30,959,999	33,618,347	36,483,341	39,567,611	42,815,040	46,256,518	49,974,755	53,813,518	57,833,367

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WILLDAN

CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

Wastewater Summary
Scen: **2025 10 10 -- Scenario I -- Status Quo**

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
	Wastewater Cost of Service											
	Budget Code											
P	Personnel		$ 5,929,600	$ 7,034,254	$ 7,765,586	$ 8,315,235	$ 8,945,614	$ 9,760,841	$ 10,571,282	$ 11,158,271	$ 11,967,097	$ 12,872,240
CN	Contractuals		6,209,800	7,400,083	7,626,030	7,858,997	8,099,209	8,346,546	8,601,188	8,863,712	9,134,366	9,412,968
CM	Commodities		1,920,100	2,034,266	2,151,227	2,275,113	2,406,353	2,540,377	2,676,778	2,820,727	2,972,601	3,126,585
CO	Capital Outlays		-	-	-	-	-	-	-	-	-	-
ID	Inter Departamental Charges		-	-	-	-	-	-	-	-	-	-
DS	Debt Service		-	-	-	-	-	-	-	-	-	-
SWTP	Surface Water Treatment Plant		-	-	-	-	-	-	-	-	-	-
IS	Internal Service Charge		419,400	435,961	452,975	470,739	489,293	508,321	527,805	548,117	569,292	590,929
CAP	CAP		-	-	-	-	-	-	-	-	-	-
OT	One Time Suplementals and Reimbursements		79,818,440	5,829,575	2,459,078	2,658,863	2,776,564	234,459	10,352,149	181,781	10,877,390	469,253
0	#N/A		-	-	-	-	-	-	-	-	-	-
0	#N/A		-	-	-	-	-	-	-	-	-	-
0	#N/A		-	-	-	-	-	-	-	-	-	-
0	#N/A		-	-	-	-	-	-	-	-	-	-
	Total		94,297,340	22,734,139	20,454,897	21,578,946	22,717,033	21,390,545	32,729,201	23,572,607	35,520,746	26,471,975
	Ongoing Expense		20,808,800	21,859,861	23,728,899	24,437,550	25,908,128	28,017,668	27,647,617	29,202,980	29,975,638	31,873,801
	Department Code											
AD	Administration		$ 3,366,700	$ 3,590,898	$ 3,800,116	$ 4,072,418	$ 4,287,315	$ 4,580,718	$ 4,735,193	$ 4,895,198	$ 5,060,952	$ 5,232,680
M	Maintenance		1,689,100	1,765,290	1,837,926	2,021,401	2,100,934	2,183,016	2,365,054	2,567,686	2,728,064	2,943,612
C	Collections		3,195,600	3,944,209	4,031,644	4,074,508	4,343,742	4,614,206	5,127,881	5,135,076	5,608,611	6,004,555
E	Environmental Programs - Water/WW Quality		925,100	1,088,859	1,141,728	1,193,047	1,357,899	1,417,824	1,480,134	1,545,432	1,613,870	1,796,011
R	Reclamation		1,602,400	1,916,840	2,105,413	2,178,856	2,254,863	2,429,025	2,626,278	2,717,928	2,925,280	3,027,383
CT	Corgett		261,400	271,247	281,366	291,910	302,900	314,178	325,737	337,764	350,281	363,086
GR	Goodyear		2,190,300	3,480,622	3,403,380	3,531,307	3,664,654	3,801,501	3,941,737	4,087,684	4,239,579	4,394,966
RV	Rainbow Valley		393,000	409,208	425,853	443,264	461,482	480,156	499,262	519,211	540,040	561,303
IC	Instruments & Controls		659,000	812,571	968,159	1,004,507	1,169,430	1,335,243	1,385,090	1,515,332	1,693,997	1,879,202
OD	Other Departments		80,014,740	5,454,396	2,459,312	2,767,728	2,773,814	234,679	10,242,836	251,296	10,760,072	269,177
CAP	CAP Water		-	-	-	-	-	-	-	-	-	-
	Total		94,297,340	22,734,139	20,454,897	21,578,946	22,717,033	21,390,545	32,729,201	23,572,607	35,520,746	26,471,975
	Total Operating Expenses		**94,297,340**	**22,734,139**	**20,454,897**	**21,578,946**	**22,717,033**	**21,390,545**	**32,729,201**	**23,572,607**	**35,520,746**	**26,471,975**
	Net Revenues for Transfers,Capital Outlays and Debt Servic		**4,821,456**	**9,452,786**	**15,010,705**	**16,813,703**	**18,828,184**	**23,424,231**	**15,549,114**	**28,493,355**	**20,454,441**	**33,544,131**
	Capital Outlays		6,329,900	4,955,297	5,733,080	5,517,466	5,967,659	6,861,582	5,270,565	5,812,153	5,332,282	5,871,079

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CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

Wastewater Summary
Scen: **2025 10 10 -- Scenario I -- Status Quo**

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Debt Service											
Debt Service -- Current		6,537,328	6,171,644	4,904,054	4,902,428	3,235,548	3,051,541	3,192,568	3,332,341	3,473,730	3,471,265
Debt Service -- Future		-	2,796,958	5,593,915	5,919,278	7,689,640	9,652,275	9,827,275	10,587,275	11,152,275	12,179,775
Total Debt Service		6,537,328	8,968,602	10,497,969	10,821,705	10,925,188	12,703,816	13,019,843	13,919,616	14,626,005	15,651,040
Net Revenues for Transfers		(8,045,772)	(4,471,112)	(1,220,344)	474,532	1,935,336	3,858,833	(2,741,294)	8,761,585	496,154	12,022,013
Total Transfers		3,858,500	4,012,840	4,173,354	4,298,554	4,427,511	4,560,336	4,697,146	4,838,061	4,983,202	5,132,699
Total Cost of Service		**111,023,068**	**40,670,878**	**40,859,300**	**42,216,672**	**44,037,391**	**45,516,280**	**55,716,755**	**48,142,437**	**60,462,235**	**53,126,792**
Net Revenues for Contingencies		**(11,904,272)**	**(8,483,952)**	**(5,393,698)**	**(3,824,023)**	**(2,492,175)**	**(701,503)**	**(7,438,440)**	**3,923,525**	**(4,487,048)**	**6,889,314**
Percent of COS		-12.0%	-26.4%	-15.2%	-10.0%	-6.0%	-1.6%	-15.4%	7.5%	-8.0%	11.5%
Days of Expenses		(50)	(97)	(61)	(42)	(26)	(7)	(62)	38	(35)	60
Ending Fund Balance		**$ 23,576,728**	**$ 15,092,776**	**$ 9,699,078**	**$ 5,875,056**	**$ 3,382,881**	**$ 2,681,378**	**$ (4,757,062)**	**$ (833,538)**	**$ (5,320,586)**	**$ 1,568,728**
Days of Fund Balance		78	135	87	51	28	22	(31)	(6)	(32)	11
Debt Coverage (excludes Debt, Cap Outlays, G/F Transfers)		**0.74**	**1.05**	**1.43**	**1.55**	**1.72**	**1.84**	**1.19**	**2.05**	**1.40**	**2.14**

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WILLDAN

CITY OF GOODYEAR
WATER/WASTEWATER COST OF SERVICE MODEL

Revenue Summary
Scen: **2025 10 10 -- Scenario I -- Status Quo**

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
1	**Water Monthly Rates and Charges**											
	Water Rate Revenue											
W.0	CAP Water		$ 7,590,523	$ 7,861,723	$ 8,126,535	$ 8,365,011	$ 8,605,564	$ 8,833,091	$ 9,050,869	$ 9,273,816	$ 9,501,744	$ 9,719,864
W.1	Residential - City		15,174,422	16,768,365	18,487,571	20,379,188	22,461,338	24,701,534	27,098,101	29,727,502	32,611,726	35,687,642
W.2	Residential - County		118,701	130,922	144,239	158,720	174,451	191,650	210,377	230,758	252,933	277,049
W.3	Multi-Family		1,729,865	1,944,937	2,210,349	2,466,907	2,709,754	2,933,404	3,174,901	3,435,634	3,717,101	4,020,912
W.4	Non-Residential (Commercial)		2,957,516	3,233,582	3,535,128	3,870,645	4,234,782	4,639,594	5,079,761	5,558,211	6,089,239	6,666,631
W.6	Industrial		2,292,380	2,537,533	2,806,519	3,100,293	3,420,809	3,770,468	4,151,746	4,567,316	5,020,073	5,551,695
W.7	Institutional		310,852	334,095	359,261	386,275	415,302	446,511	480,067	516,145	554,937	596,645
W.8	Schools		251,235	275,748	294,378	314,328	335,545	358,194	392,994	430,859	459,942	490,988
W.9	Construction		3,080,106	3,286,716	3,508,838	3,745,841	3,998,685	4,268,597	4,556,727	4,864,306	5,192,647	5,543,150
W.10	Irrigation		11,038,887	12,186,254	13,421,652	14,782,240	16,281,373	17,890,499	19,612,034	21,499,773	23,569,344	25,776,730
			46,572,858	50,858,020	55,498,270	60,251,358	65,399,972	70,878,783	76,738,174	83,122,838	90,078,756	97,533,651
	Non-Rate Revenues		9,691,992	7,014,136	5,228,856	4,620,231	6,575,324	6,315,798	6,112,077	6,211,600	6,325,079	6,127,713
	Total Revenues		**56,264,850**	**57,872,156**	**60,727,126**	**64,871,590**	**71,975,297**	**77,194,581**	**82,850,251**	**89,334,437**	**96,403,835**	**103,661,364**
				2.9%	4.9%	6.8%	11.0%	7.3%	7.3%	7.8%	7.9%	7.5%
5	**Revenues and Expenses -- CASH BASIS**											
	Wastewater Rate Revenue											
WW.1	Residential - City		20,833,141	22,710,364	24,699,778	26,865,030	29,224,600	31,716,729	34,341,795	37,185,745	40,266,152	43,500,371
WW.2	Residential - County		10,115	10,670	11,257	11,875	12,529	13,218	13,945	14,712	15,521	16,375
WW.5	Multi-Family		969,011	1,113,178	1,270,273	1,415,995	1,547,227	1,660,468	1,781,485	1,910,792	2,048,932	2,196,489
WW.6	Non-Residential		2,088,125	2,260,531	2,445,586	2,649,983	2,869,466	3,111,558	3,371,600	3,650,834	3,958,197	4,288,325
WW.5	Industrial		2,085,770	2,284,316	2,498,392	2,729,106	2,977,641	3,245,260	3,533,309	3,843,227	4,176,547	4,567,070
WW.6	Institutional		188,993	199,388	210,354	221,923	234,129	247,006	260,592	274,924	290,045	305,997
WW.7	Schools		205,986	223,188	235,463	248,414	262,077	276,491	299,374	323,938	341,755	360,551
WW.8	Perryville Prison		1,934,529	2,017,595	2,105,229	2,197,684	2,295,223	2,398,127	2,506,691	2,621,226	2,565,293	2,445,299
WW.9	Effluent		21,487	22,669	23,916	25,231	26,619	28,083	29,627	31,257	32,976	34,789
WW.10	Other 10		-	-	-	-	-	-	-	-	-	-
			28,337,157	30,841,899	33,500,247	36,365,241	39,449,511	42,696,940	46,138,418	49,856,655	53,695,418	57,715,267
	Non-Rate Revenues		70,781,640	1,345,027	1,965,355	2,027,408	2,095,706	2,117,836	2,139,897	2,209,307	2,279,769	2,300,839
	Total Revenues		**99,118,797**	**32,186,926**	**35,465,602**	**38,392,649**	**41,545,217**	**44,814,777**	**48,278,315**	**52,065,962**	**55,975,186**	**60,016,106**
				-67.5%	10.2%	8.3%	8.2%	7.9%	7.7%	7.8%	7.5%	7.2%
	TOTAL REVENUES		**155,383,646**	**90,059,081**	**96,192,728**	**103,264,239**	**113,520,514**	**122,009,358**	**131,128,566**	**141,400,399**	**152,379,022**	**163,677,471**
				-42.0%	6.8%	7.4%	9.9%	7.5%	7.5%	7.8%	7.8%	7.4%

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Appendix B

CITY OF GOODYEAR
SOLID WASTE MONTHLY CHARGE SCHEDULE

	Number Containers	Pickups/ Week	Monthly Charge Prior	Effective Jan-26	Effective Jan-27	Effective Jan-28	Effective Jan-29	Effective Jan-30	Effective Jan-31	Effective Jan-32	Effective Jan-33	Effective Jan-34	Effective Jan-35
Scen:	**2025 09 03 - Scenario II - $39M Debt**												
Residential -- Sanitation Service													
Monthly Charge	1	1	$ 22.80	$ 24.62	$ 26.59	$ 28.72	$ 31.02	$ 33.50	$ 36.18	$ 39.08	$ 42.20	$ 45.58	$ 49.22
Other	1	1	-	-	-	-	-	-	-	-	-	-	-
Other	1	1	-	-	-	-	-	-	-	-	-	-	-
Other	1	1	-	-	-	-	-	-	-	-	-	-	-
Residential -- Uncontained													
Monthly Charge	1	0.25	-	-	-	-	-	-	-	-	-	-	-
Residential -- Additional Container													
Monthly Charge	1	1	8.43	9.10	9.83	10.62	11.47	12.39	13.38	14.45	15.60	16.85	18.20
Residential -- Recycle													
Monthly Charge	1	1	-	-	-	-	-	-	-	-	-	-	-

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WILLDAN

Forecast Period
2026 - 2035

CITY OF GOODYEAR
SOLID WASTE COST OF SERVICE MODEL

Forecast SB -- Basic Summary Solid Waste Financial Data
Scen: 2025 09 03 - Scenario II - $39M Debt

		Total Expense: 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
I	**Total Accounts**										
	Accounts										
	Residential -- Recycle	37,355	38,476	39,630	40,819	42,044	43,305	44,604	45,942	47,320	48,740
	Residential -- Additional Container	1,459	1,503	1,548	1,595	1,643	1,692	1,743	1,795	1,849	1,904
	Residential -- Contained	37,355	38,476	39,630	40,819	42,044	43,305	44,604	45,942	47,320	48,740
	Residential -- Uncontained	37,355	38,476	39,630	40,819	42,044	43,305	44,604	45,942	47,320	48,740
	Total Residential Contained and Additional	38,814	39,979	41,178	42,414	43,687	44,997	46,347	47,737	49,169	50,644
	New Accts	-	1,165	1,199	1,235	1,273	1,310	1,350	1,390	1,432	1,475
	Percent Increase	0.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
2	**Fund Balance, Revenues and Expenses**										
	Beginning of TY Fund Balance										
	TY Transfer/Use	$4,532,837									
	Revised Beginning Fund Balance	$6,632,039	6,249,526	7,001,571	5,802,254	4,676,974	4,818,236	5,098,824	7,191,095	10,475,767	15,033,870
	Revenues and Expenses -- CASH BASIS										
	User Revenue										
	Residential -- Contained	$ 10,561,018	$ 11,748,169	$ 13,068,571	$ 14,537,514	$ 16,171,696	$ 17,989,262	$ 20,011,188	$ 22,260,387	$ 24,762,319	$ 27,545,830
	Residential -- Uncontained	-	-	-	-	-	-	-	-	-	-
	Residential -- Additional Container	152,559	169,707	188,782	210,001	233,605	259,862	289,071	321,562	357,706	397,912
	Residential -- Recycle	-	-	-	-	-	-	-	-	-	-
	4 Cubic Yard	-	-	-	-	-	-	-	-	-	-
	6 Cubic Yard	-	-	-	-	-	-	-	-	-	-
	8 Cubic Yard	-	-	-	-	-	-	-	-	-	-
	10 Cubic Yard	-	-	-	-	-	-	-	-	-	-
	Special Service Fee Revenues	-	-	-	-	-	-	-	-	-	-
	Non-Rate Revenues	70,600	70,600	70,600	70,600	70,600	70,600	70,600	70,600	70,600	70,600
	Total Revenue	**10,784,178**	**11,988,476**	**13,327,953**	**14,818,115**	**16,475,902**	**18,319,725**	**20,370,859**	**22,652,550**	**25,190,625**	**28,014,342**
	Percent Increase		11.2%	11.2%	11.2%	11.2%	11.2%	11.2%	11.2%	11.2%	11.2%

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WILLDAN

Forecast Period
2026 - 2035

CITY OF GOODYEAR
SOLID WASTE COST OF SERVICE MODEL

Forecast SB -- Basic Summary Solid Waste Financial Data
Scen: 2025 09 03 - Scenario II - $39M Debt

Solid Waste Cost of Service:

Total Expense:	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Operating Expenses										
Contracted Services	6,113,791	6,544,234	7,006,588	7,501,621	8,031,653	8,598,978	9,206,412	9,856,781	10,553,106	11,298,824
ADMINISTRATION -- 60640002	1,150,300	1,254,065	1,338,483	1,483,608	1,552,987	1,686,296	1,797,634	1,883,426	1,973,937	2,141,830
CONTAINED TRASH -- 60640003	901,300	992,851	1,063,604	1,196,079	1,249,423	1,367,741	1,462,277	1,529,219	1,599,757	1,749,046
UNCONTAINED TRASH -- 60640006	846,800	905,897	952,182	1,045,704	1,082,878	1,171,384	1,244,114	1,296,522	1,352,993	1,478,292
Total	9,012,191	9,697,047	10,360,857	11,227,012	11,916,940	12,824,399	13,710,436	14,565,949	15,479,793	16,667,992
Net Revenues for Transfers,	1,771,987	2,291,429	2,967,097	3,591,104	4,558,961	5,495,326	6,660,423	8,086,601	9,710,832	11,346,350
Debt Service										
Existing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Forecast	-	-	2,474,700	2,559,700	2,649,200	2,742,700	2,839,700	2,949,700	3,061,700	3,175,200
Total	-	-	2,474,700	2,559,700	2,649,200	2,742,700	2,839,700	2,949,700	3,061,700	3,175,200
Net Revenues for Transfers, Capital Outlays	1,771,987	2,291,429	492,397	1,031,404	1,909,761	2,752,626	3,820,723	5,136,901	6,649,132	8,171,150
Transfers	988,600	1,028,144	1,069,270	1,112,041	1,156,522	1,202,783	1,250,894	1,300,930	1,352,967	1,407,086
Capital Outlays	1,165,900	511,240	622,444	1,044,644	611,977	1,269,254	477,558	551,299	738,061	831,143
Total	2,154,500	1,539,384	1,691,714	2,156,684	1,768,499	2,472,037	1,728,452	1,852,229	2,091,029	2,238,229
Total Cost of Service	**11,166,691**	**11,236,431**	**14,527,270**	**15,943,396**	**16,334,640**	**18,039,136**	**18,278,588**	**19,367,878**	**20,632,522**	**22,081,421**
Net Revenues	**(382,513)**	**752,045**	**(1,199,317)**	**(1,125,280)**	**141,262**	**280,589**	**2,092,271**	**3,284,672**	**4,558,103**	**5,932,921**
Percent of COS	-3.4%	6.7%	-8.3%	-7.1%	0.9%	1.6%	11.4%	17.0%	22.1%	26.9%
	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE
Ending Fund Balance	**$ 6,249,526**	**$ 7,001,571**	**$ 5,802,254**	**$ 4,676,974**	**$ 4,818,236**	**$ 5,098,824**	**$ 7,191,095**	**$ 10,475,767**	**$ 15,033,870**	**$ 20,966,791**
Reserve Requirement (15% of Revenues)	**1,617,627**	**1,798,271**	**1,999,193**	**2,222,717**	**2,471,385**	**2,747,959**	**3,055,629**	**3,397,882**	**3,778,594**	**4,202,151**
Ending Fund Balance After Reserve Requiren	**4,631,899**	**5,203,300**	**3,803,061**	**2,454,256**	**2,346,850**	**2,350,866**	**4,135,466**	**7,077,885**	**11,255,276**	**16,764,639**
One Day Operating Expenditures (Op.Exp)	24,691	26,567	28,386	30,759	32,649	35,135	37,563	39,907	42,410	45,666
Days of Operating Expenditures	253	264	204	152	148	145	191	263	354	459
Fund Balance Goal Days 90	2,222,184	2,391,053	2,554,732	2,768,304	2,938,424	3,162,181	3,380,655	3,591,604	3,816,935	4,109,916
Over (Short) of Requirement	4,027,342	4,610,518	3,247,522	1,908,670	1,879,812	1,936,644	3,810,440	6,884,163	11,216,935	16,856,875

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Forecast Period
2026 - 2035

CITY OF GOODYEAR
SOLID WASTE COST OF SERVICE MODEL

Customer Class	Acct No	Total Cont.	Pickups/ Week	Monthly Rate	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
				Current										
Input Area -- Rate Calculator														
Scenario:	**2025 09 03 - Scenario II - $39M**						0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Solid Waste Rates					Jan-26	Jan-27	Jan-28	Jan-29	Jan-30	Jan-31	Jan-32	Jan-33	Jan-34	Jan-35
Month Rate in Effect (July =1)	Fiscal year July --June				7	7	7	7	7	7	7	7	7	7
Percent Increase:														
Residential -- Contained					8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
Residential -- Uncontained					6.0%	6.0%	6.0%	6.0%	6.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Residential -- Additional Container					8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
Residential -- Recycle					6.0%	6.0%	6.0%	6.0%	6.0%	2.0%	2.0%	2.0%	2.0%	2.0%
4 Cubic Yard					0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
6 Cubic Yard					0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
8 Cubic Yard					0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
10 Cubic Yard					0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Special Service Fees					0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Residential -- Contained														
Cost per Month 65/95 Gallon					$ 10.22	$ 10.11	$ 12.78	$ 13.51	$ 13.57	$ 14.41	$ 14.34	$ 14.78	$ 15.29	$ 15.85
Cost Per Month -- Uncontained					4.26	3.96	4.77	5.24	5.00	5.55	5.20	5.30	5.46	5.72
Cost Per Month -- Recycle					9.52	9.39	11.96	12.69	12.73	13.58	13.48	13.91	14.41	14.97
Cost Per Month -- Total					$ 24.00	$ 23.46	$ 29.50	$ 31.44	$ 31.29	$ 33.55	$ 33.02	$ 33.98	$ 35.16	$ 36.54
Residential 95/65 Gallon Container	0	1	1	22.80	24.62	26.59	28.72	31.02	33.50	36.18	39.08	42.20	45.58	49.22
Other	0	1	1	-	-	-	-	-	-	-	-	-	-	-
Other	0	1	1	-	-	-	-	-	-	-	-	-	-	-
Other	0	1	1	-	-	-	-	-	-	-	-	-	-	-
Residential -- Uncontained														
Cost per Month - Uncontained					$ 4.26	$ 3.96	$ 4.77	$ 5.24	$ 5.00	$ 5.55	$ 5.20	$ 5.30	$ 5.46	$ 5.72
Residential Uncontained	0	1	0.25	-	-	-	-	-	-	-	-	-	-	-
Other	0	1	1		-	-	-	-	-	-	-	-	-	-
Other	0	1	1		-	-	-	-	-	-	-	-	-	-
Other	0	1	1		-	-	-	-	-	-	-	-	-	-
Other	0	1	1		-	-	-	-	-	-	-	-	-	-
Other	0	1	1		-	-	-	-	-	-	-	-	-	-
Residential -- Additional Container														
Cost per Month 65/95 Gallon					$ 10.22	$ 10.11	$ 12.78	$ 13.51	$ 13.57	$ 14.41	$ 14.34	$ 14.78	$ 15.29	$ 15.85
Residential -- Addl. Container	0	1	1	8.43	9.10	9.83	10.62	11.47	12.39	13.38	14.45	15.60	16.85	18.20
Other	0	1	1		-	-	-	-	-	-	-	-	-	-
Other	0	1	1		-	-	-	-	-	-	-	-	-	-
Other	0	1	1		-	-	-	-	-	-	-	-	-	-
Other	0	1	1		-	-	-	-	-	-	-	-	-	-
Other	0	1	1		-	-	-	-	-	-	-	-	-	-

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CITY OF GOODYEAR
SOLID WASTE COST OF SERVICE MODEL

Forecast Period
2026 - 2035

Customer Class	Acct No	Total Cont.	Pickups/ Week	Monthly Rate	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
				Current										
Input Area -- Rate Calculator														
Scenario:	**2025 09 03 - Scenario II - $39M**						0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Residential -- Recycle														
Cost per Month - Recycle Only					$ 9.52	$ 9.39	$ 11.96	$ 12.69	$ 12.73	$ 13.58	$ 13.48	$ 13.91	$ 14.41	$ 14.97
Residential -- Recycle	0	1	1	-	-	-	-	-	-	-	-	-	-	-
Other	0	1	1		-	-	-	-	-	-	-	-	-	-
Other	0	1	1		-	-	-	-	-	-	-	-	-	-
Other	0	1	1		-	-	-	-	-	-	-	-	-	-
Other	0	1	1		-	-	-	-	-	-	-	-	-	-
Other	0	1	1		-	-	-	-	-	-	-	-	-	-
4 Cubic Yard														
Cost per Month - 1 cont/1 weekly pick up					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Commercial -- 4 CY	0	1	1		-	-	-	-	-	-	-	-	-	-
Commercial -- 4 CY	0	1	2		-	-	-	-	-	-	-	-	-	-
Commercial -- 4 CY	0	1	3		-	-	-	-	-	-	-	-	-	-
Commercial -- 4 CY	0	1	4		-	-	-	-	-	-	-	-	-	-
Commercial -- 4 CY	0	1	5		-	-	-	-	-	-	-	-	-	-
Commercial -- 4 CY	na	1	6		-	-	-	-	-	-	-	-	-	-
6 Cubic Yard														
Cost per Month - 1 cont/1 weekly pick up					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Commercial -- 6 CY	0	1	1		-	-	-	-	-	-	-	-	-	-
Commercial -- 6 CY	0	1	2		-	-	-	-	-	-	-	-	-	-
Commercial -- 6 CY	0	1	3		-	-	-	-	-	-	-	-	-	-
Commercial -- 6 CY	0	1	4		-	-	-	-	-	-	-	-	-	-
Commercial -- 6 CY	0	1	5		-	-	-	-	-	-	-	-	-	-
Commercial -- 6 CY	0	1	6		-	-	-	-	-	-	-	-	-	-
8 Cubic Yard														
Cost per Month - 1 cont/1 weekly pick up					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Commercial -- 8 CY	0	1	1		-	-	-	-	-	-	-	-	-	-
Commercial -- 8 CY	0	1	2		-	-	-	-	-	-	-	-	-	-
Commercial -- 8 CY	0	1	3		-	-	-	-	-	-	-	-	-	-
Commercial -- 8 CY	0	1	4		-	-	-	-	-	-	-	-	-	-
Commercial -- 8 CY	0	1	5		-	-	-	-	-	-	-	-	-	-
Commercial -- 8 CY	0	1	6		-	-	-	-	-	-	-	-	-	-
10 Cubic Yard														
Cost per Month - 1 cont/1 weekly pick up					$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Commercial -- 10 CY	0	1	1		-	-	-	-	-	-	-	-	-	-
Commercial -- 10 CY	0	1	2		-	-	-	-	-	-	-	-	-	-
Commercial -- 10 CY	0	1	3		-	-	-	-	-	-	-	-	-	-
Commercial -- 10 CY	0	1	4		-	-	-	-	-	-	-	-	-	-
Commercial -- 10 CY	0	1	5		-	-	-	-	-	-	-	-	-	-
Commercial -- 10 CY	0	1	6		-	-	-	-	-	-	-	-	-	-

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5500 Democracy Drive, Suite 130
Plano, TX 75024
Phone: 972.378.6588

www.willdan.com

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CITY OF GOODYEAR
ARIZONA

2025 Stormwater Utility Rate Study

WILLDAN

CITY OF GOODYEAR, ARIZONA
STORMWATER UTILITY RATE STUDY
AND LONG-TERM FINANCIAL PLAN

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Appendix A: Stormwater Fee Model

Acknowledgements

During the course of this rate study, several City employees expended considerable time and effort in assisting the project team. These employees included the Mayor and Council, Ms. Wynette Reed, Mr. Kini Knudson, Mr. Steve Scinto, Mr. Ryan Bittle, Mr. Kevin Custer, Ms. Julia Cary, Ms. Barbara Chappell, and Mr. Sumeet Mohan. The project team owes a debt of gratitude to the hard work, dedication and professionalism of these individuals, without whom this project would not have been successfully completed.

The project team has relied upon the extensive data supplied by the City. Thus, the integrity of the study is largely dependent upon the accuracy of this financial and volumetric data. Every effort has been made by the project team to validate and confirm the information contained herein prior to the preparation of the final study documents. This report presents no assurance or guarantee that the forecast contained herein will be consistent with actual results or performances. These represent forecasts based on a series of assumptions about future behavior, and are not guarantees. Any changes in assumptions or actual events may result in significant revisions to the forecast and its conclusions. The cash flow projections and debt service coverage calculations are not intended to present overall financial positions, results of operations, and/or cash flows for the periods indicated, in conformity with guidelines for presentation of a forecast established by the American Institute of Certified Public Accountants.

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For the avoidance of doubt and without limiting the foregoing, in connection with any revenue projections, cash-flow analyses, feasibility studies and/or other analyses Willdan may provide the municipality with respect to financial, economic or other matters relating to a prospective, new or existing issuance of municipal securities of the municipality, (A) any such projections, studies and analyses shall be based upon assumptions, opinions or views (including, without limitation, any assumptions related to revenue growth) established by the municipality, in conjunction with such of its municipal, financial, legal and other advisers as it deems appropriate; and (B) under no circumstances shall Willdan be asked to provide, nor shall it provide, any advice or recommendations or subjective assumptions, opinions or views with respect to the actual or proposed structure, terms, timing, pricing or other similar matters with respect to any municipal financial products or municipal securities issuances, unless formally engaged to provide such information.

Section I

SECTION I

Introduction to Stormwater Utilities

Introduction

In March 2025 the City of Goodyear ("The City") engaged **Willdan Financial Services** to develop a schedule of stormwater utility fees, both for the current year and for a forecast period ten years into the future.

Increasingly throughout the USA, cities have begun establishing separate stormwater utility funds both to capture the costs associated with stormwater management and to set a cost-based monthly fee for this service. The results of this analysis, and the recommended residential and non-residential monthly stormwater fees, are presented in this summary report. The stormwater cost of service model developed to calculate the recommended fees is presented in **Appendix A** of this report. It should be noted that in sections of this study, the terms "stormwater" and "drainage" are somewhat interchangeable.

The principal purpose of this report is to present projections of the financial operating results of the System, and to present a proposed long-term stormwater rate plan.

In the preparation of this report, the project team has relied upon financial, statistical, and operating data regarding the Stormwater Utility which have been taken from the books of record and accounts prepared by or for the City. The project team has also relied on information provided by the management and staff of the City, as well as outside consultants contracted by the City. While the project team believes such sources to be reliable, it has not verified the accuracy of any of the information furnished by and obtained from such sources and offers no assurances with respect thereto. To the project team's knowledge, the summaries presented herein accurately reflect the information obtained from such sources.

The projections set forth herein are subject to change based upon indeterminate future events that could impact the conclusions presented herein. For example, the actual results can be impacted by such factors as slower than predicted customer growth, unanticipated increases in operating or capital expenditures, and other costs of the System. Any such event could have an adverse effect on the financial operating results of the system.

Background on Stormwater Management

The National Research Council has released a study entitled *Urban Stormwater Management in the United States*, compiled by the Committee on Reducing Stormwater Discharge Contributions to Water Pollution. It presents a comprehensive history and analysis of stormwater challenges and impact for cities in the 21st century. The study notes that as urbanization and development have occurred in recent decades, it has had a significant impact on how water moves above and below the ground following storm events.

The report notes that that the federal government authorized creation of the National Pollutant Discharge Elimination System ("NPDES") under the Clean Water Act to address this problem. In 1987 Congress passed Section 402(p) of the Clean Water Act to bring stormwater into the NPDES program.

In 1990 the U.S. Environmental Protection Agency issued the Phase I Stormwater Rules, which required NPDES permits for operators of municipal storm sewer systems serving populations over 100,000, and for runoff associated with industry. In 1999 the EPA issued Phase II stormwater rules to expand these regulations to cities the size of Goodyear and smaller.

These regulations have required cities to create and implement comprehensive stormwater pollution plans and stormwater management plans. As the report states on page 1:

> *"These plans document the stormwater control measures (SCMs) (sometimes known as best management practices or BMPs) that will be used to prevent stormwater emanating from these sources from degrading nearby waterbodies. These SCMs range from structural methods such as detention ponds and bioswales to nonstructural methods such as designing new development to reduce the percentage of impervious surfaces."*

As with many federal government mandates, these sections of the Clean Water Act pertaining to stormwater are unfunded. This has resulted in cities across the USA struggling to develop new methods for financing these additional costs. This has led directly to the increasing popularity of accounting for stormwater costs as separate stormwater utilities. Other key reasons to operate a stormwater utility include:

1. **Effective Water Management:** Stormwater utilities help manage and reduce the impact of runoff, which can prevent flooding and mitigate water pollution. This is crucial for protecting both property and public health.
2. **Infrastructure Maintenance**: Stormwater utilities provide a dedicated funding source for maintaining, upgrading, and expanding stormwater infrastructure, ensuring long-term reliability and efficiency.
3. **Regulatory Compliance:** Stormwater utilities help cities comply with state and federal regulations related to water quality by providing the necessary resources for implementing and maintaining best management practices.
4. **Environmental Protection:** Proper stormwater management helps protect local water bodies from pollution caused by urban runoff, which can carry contaminants like oil, pesticides, and heavy metals.
5. **Economic Efficiency:** A stormwater utility can offer a fair, transparent, and consistent method of funding stormwater management, often based on property usage or impervious surface area, ensuring that those who contribute more to runoff also contribute more to its management

6. **Community Resilience:** By investing in stormwater infrastructure, cities can enhance their resilience to extreme weather events and climate change, protecting residents and reducing long-term costs associated with flood damage and water quality issues.
7. **Public Awareness**: Establishing a stormwater utility can help raise public awareness about the importance of stormwater management and encourage community participation in sustainable practices.

Stormwater Utility Survey

During the course of this study, the project team utilized data from two prominent national surveys. The first is completed by the national engineering firm Black and Veatch, who conducts periodical surveys of Drainage utilities in the United States. Their latest survey was completed in 2021 and contains a significant amount of interesting data on the status of Stormwater utilities in the United States. The survey included responses from 73 utilities in 20 states**.**

Chart I-1 shows that according to the Black and Veatch survey, 87% of cities charge for Drainage fees based on Impervious Surface Area ("ISA"). This is a significant increase from the previous study, completed in 2019. Approximately 25% of cities charge based on gross acreage. It should be noted that some cities charge based on a combination of acreage and ISA, which is why the total percentages in this chart exceed 100%. **Chart I-2** reveals that 69% of utilities have adjusted their Drainage fees within the last five years, while only 15% have been able to maintain the same fee for more than ten years. The chart reveals that many cities are struggling with the higher costs of maintaining a reliable stormwater system.

Chart I-1

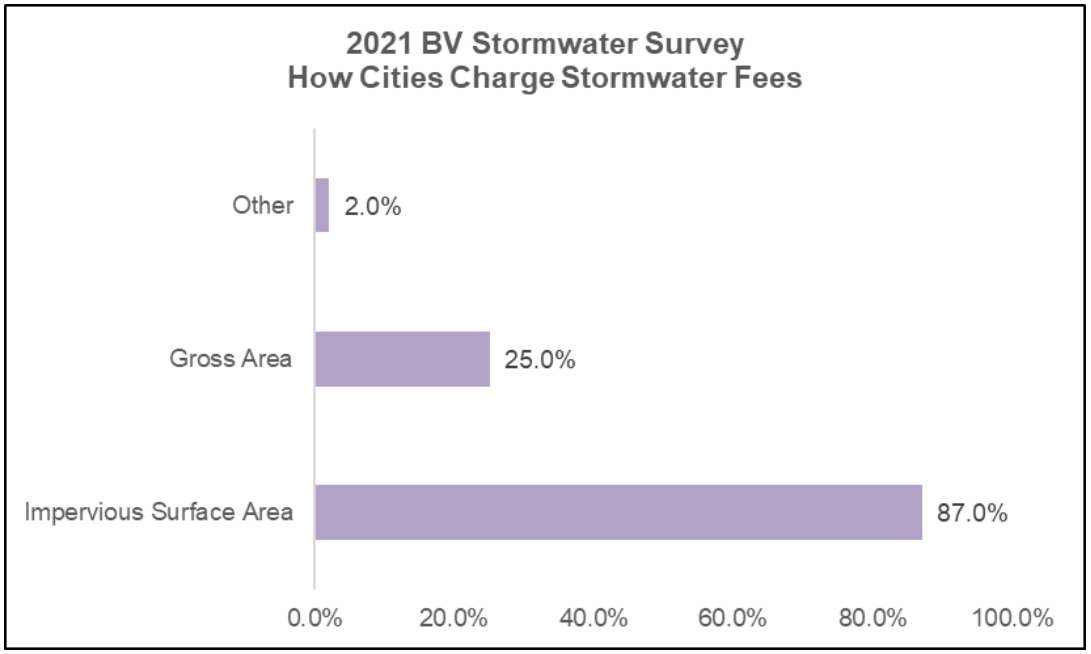
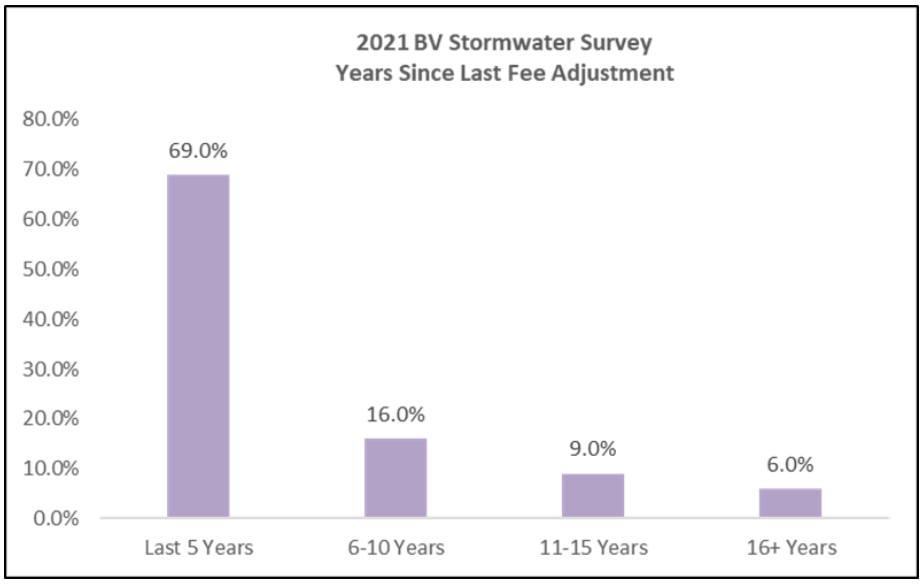


Chart I-2



Another valuable source of comparative industry data has been developed by Western Kentucky University, in their 2024 Stormwater Utility Survey. This survey includes data about approximately 2,135 Stormwater utilities (SWUs) located in 42 continuous U.S States and the District of Columbia.

Figure I-3 is from the Western Kentucky University 2024 study and shows the number of SWUs per state. The majority of SWUs are located in Florida, Texas, Pacific Northwest and Upper Midwest. Arizona had only 7 operating stormwater utilities at the time of that survey.

Residential stormwater monthly fees range from $0 to $46.71 with the national monthly average stormwater fee for a single-family residential household being $6.19.

Figure I-3

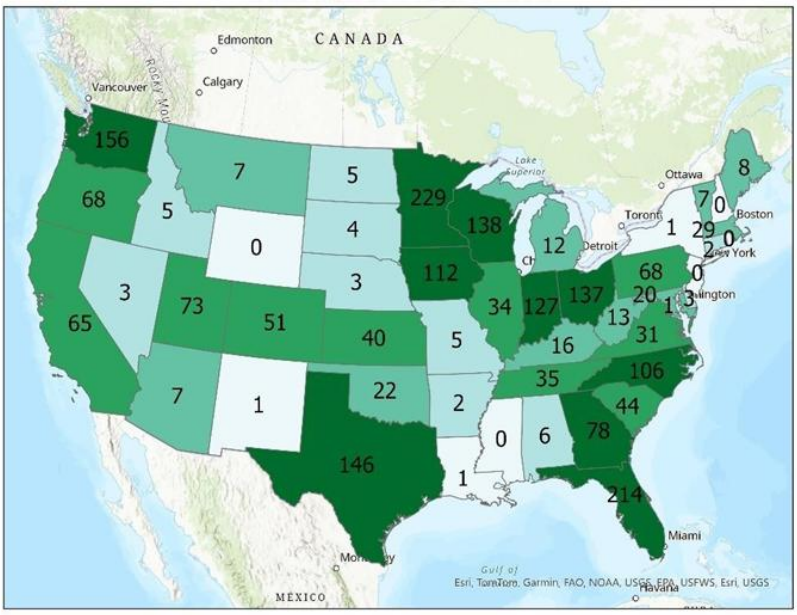
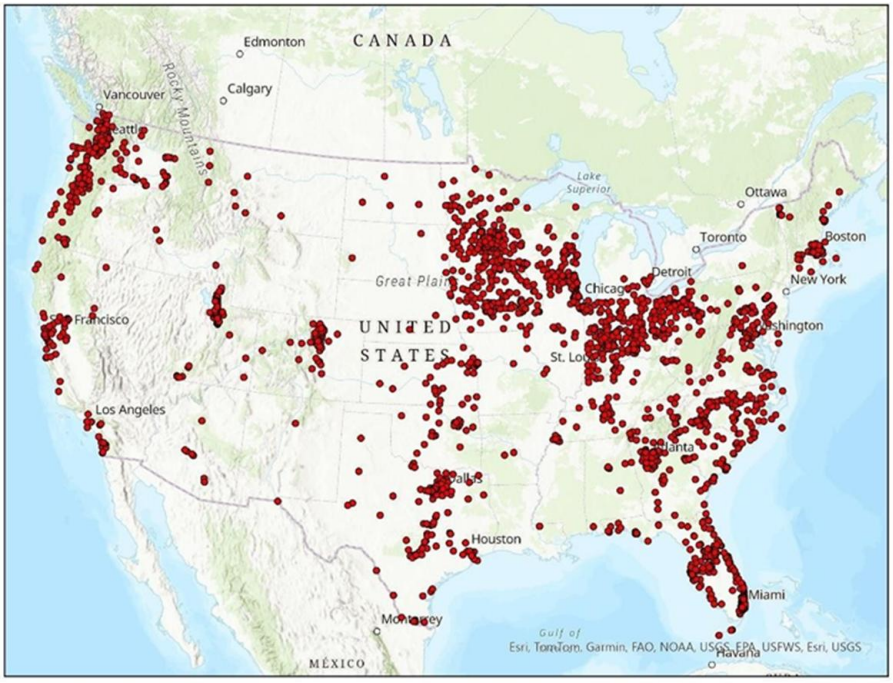


Figure I-4 is also from the 2024 Western Kentucky University survey and shows the spatial distribution of SWUs across the USA.

Figure I-4

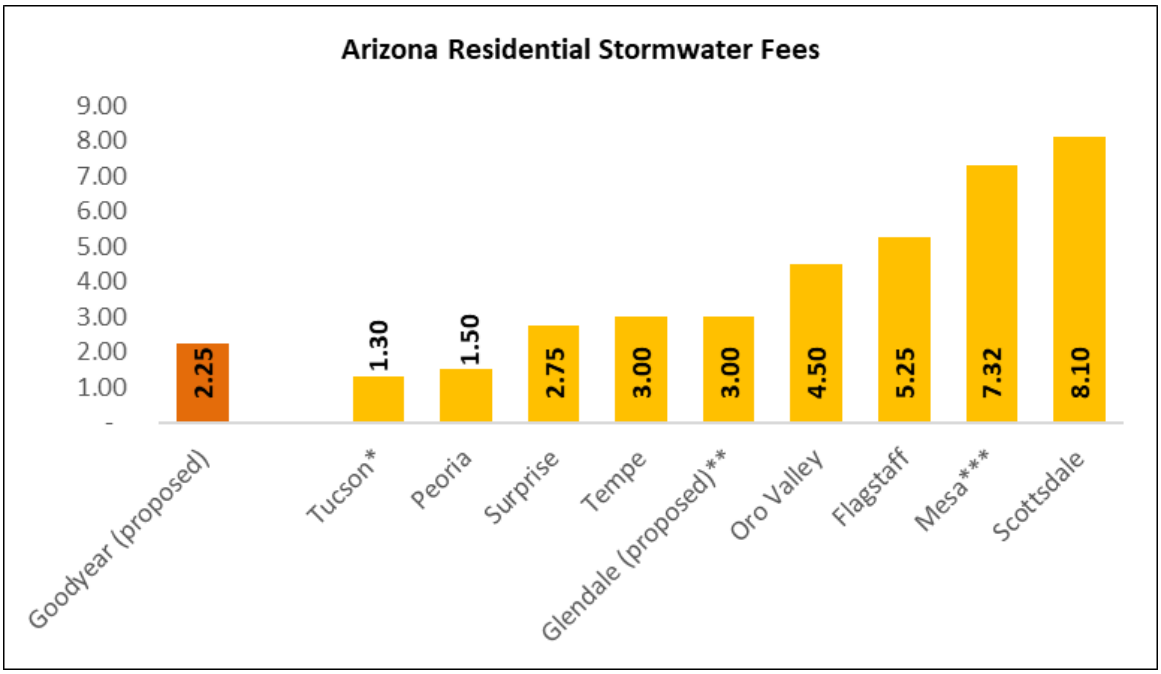


For this study, Willdan project team compiled comparisons for monthly residential stormwater charges in the area. The results of this survey are presented in **Chart I-5** on the next page.

The following is notable about this survey:

- The table reveals that Goodyear's proposed residential stormwater fee for FY2026 would be comparable with other cities that assess such a fee in the area.
- Goodyear's proposed monthly residential stormwater charges are well below the national average.
- The highest recorded fee in the state of Arizona in FY2025 was $8.10 assessed by the City of Scottsdale.
- As a result of state legislation, stormwater fees in Arizona cannot be based on the size of a property. For this reason, most Arizonian cities either employ a flat fee approach for all customers or use other basis for calculation.

Chart I-5



* In Tucson the fee is based on monthly water consumption
** Glendale is expected to introduce a stormwater fee in October 2025 (according to news reports)
*** In Mesa the stormwater fee is called Environmental fee

Section II

SECTION II

Stormwater Utility Rate Calculation and Financial Forecast

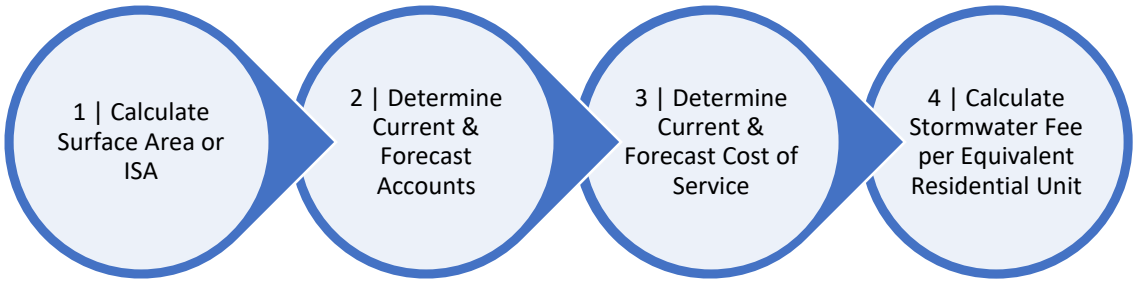
Study Methodology

In order to calculate stormwater utility monthly fees for residential and non-residential ratepayers, the following steps are required:

1. Applying a nationwide methodology, the first step would be to calculate the total surface area or total impervious area (in **square feet and acres)** inside the City of Goodyear. Although detailed calculations have been completed by City staff and project team, current State Legislation would not allow us to use this approach to calculate and set a Stormwater fee in Arizona. Notwithstanding, the analysis of surface area data offered a meaningful insight into how property sizes are distributed within the City.
2. The second step is to forecast total residential and non-residential stormwater accounts both for the current year and a forecast period of ten years into the future.
3. The third step is to forecast the City's stormwater utility cost of service for the current year and a forecast period ten years into the future. The cost of service includes current and future operating expenses, capital outlays and debt service.
4. The final step is to calculate the stormwater fee for residential and non-residential units.

This process is illustrated in **Figure II-1**. The comprehensive stormwater utility cost of service rate model is presented in its entirety in **Appendix A**.

FIGURE II-1



Step 1 – Total Square Feet / Acres

During the course of this study project team members conferred on a regular basis with City staff. The total calculation of residential and non-residential square feet and acres is presented in **Table II-2**. The table presents both the total parcels and the range by square footage and acreage and provides a meaningful insight into how property sizes are distributed within the City.

The table reveals that over 80% of Residential properties are 10,000 sq. ft. or less, and about 75% of Non-Residential properties are smaller than 10 acres. The average square footage per residential property is 9,206 sq. ft., with only 3.0% of residential accounts being greater than 20,000 square feet. However, Non-Residential properties are subject to a much wider variation in acres per property. The average size of a Non-Residential property is 4.2 acres.

Table II-2

CITY OF GOODYEAR

TOTAL SQUARE FEET / ACRES

Low	High	Average	Total Parcels	Percent	Square Feet	43,560 Acres
Residential						
Square Footage Range						
-	2,500	1,250	95	0.3%	119,221	3
2,500	5,000	3,750	2,866	7.7%	10,747,968	247
5,000	10,000	7,500	27,065	72.5%	202,989,009	4,660
10,000	20,000	15,000	6,215	16.6%	93,227,533	2,140
20,000	30,000	25,000	215	0.6%	5,372,475	123
30,000	40,000	35,000	898	2.4%	31,438,034	722
40,000	Above	50,000	-	0.0%	-	-
			37,355	**100.0%**	**343,894,240**	**7,895**
				Per Account -- Square Feet	9,206	
Non-Residential						
Acreage Range						
-	1	-	787	32.3%	4,164,252	96
1	2	-	386	15.8%	10,079,096	231
2	3	-	234	9.6%	11,348,196	261
3	4	-	179	7.3%	11,008,501	253
4	5	-	80	3.3%	6,274,034	144
5	10	-	179	7.3%	21,435,835	492
10	20	-	249	10.2%	66,832,596	1,534
20	50	-	239	9.8%	139,179,005	3,195
50	100	-	75	3.1%	83,252,070	1,911
100	Above	-	31	1.3%	89,270,238	2,049
			2,437	**100.0%**	**442,843,824**	**10,166**
				Per Account -- Acres	4.17	

Step 2 – Actual and Forecast Stormwater Accounts

The second step in the stormwater fee development process is to examine the City's actual and projected customer growth. For the purposes of assessing stormwater utility fee, residential customers were identified as existing solid waste accounts served by the City. Non-residential customers were identified as existing water accounts located within the city limits and served either by the City of Goodyear or Liberty Utilities.

Current year stormwater accounts and forecast account growth are presented in **Table II-3**. The growth projections are based on estimates contained in the City's most recent Solid Waste and Water Rate Studies conducted by Willdan. It shows modest but steady growth averaging 3.0% annually. Detailed calculations can be found in the stormwater utility model presented in **Appendix A.**

TABLE II-3

CITY OF GOODYEAR

	CUSTOMERS				ACRES		
	Residential	Non-Residential	Total	Annual Growth	Residential	Non-Residential	Total
	STORMWATER Total Accounts						
2026	37,355	2,437	39,792		7,895	10,166	18,061
2027	38,487	2,508	40,995	3.0%	8,134	10,462	18,596
2028	39,653	2,580	42,233	3.0%	8,380	10,763	19,143
2029	40,854	2,655	43,509	3.0%	8,634	11,076	19,710
2030	42,091	2,733	44,824	3.0%	8,896	11,401	20,297
2031	43,365	2,812	46,177	3.0%	9,165	11,731	20,896
2032	44,677	2,896	47,573	3.0%	9,442	12,081	21,523
2033	46,028	2,982	49,010	3.0%	9,728	12,440	22,168
2034	47,420	3,071	50,491	3.0%	10,022	12,811	22,833
2035	48,854	3,162	52,016	3.0%	10,325	13,191	23,516
	STORMWATER Annual New Accounts						
2027	1,132	71	1,203	3.0%	239	296	535
2028	1,166	72	1,238	3.0%	246	300	547
2029	1,201	75	1,276	3.0%	254	313	567
2030	1,237	78	1,315	3.0%	261	325	587
2031	1,274	79	1,353	3.0%	269	330	599
2032	1,312	84	1,396	3.0%	277	350	628
2033	1,351	86	1,437	3.0%	286	359	644
2034	1,392	89	1,481	3.0%	294	371	665
2035	1,434	91	1,525	3.0%	303	380	683

Step 3 – Current and Forecast Cost of Service

Operating Expenses – Current Year

The third step in the process of calculating stormwater utility fees is the determination of the total cost of service for the utility. The cost of service for stormwater drainage utilities is composed of the following elements:

Operating Expenses

Capital Outlays

Debt Principal and Interest

The City of Goodyear has prepared a budget for FY 2026 to reflect expected costs of providing service. The budget and a ten-year cost of service forecast are presented in **Table II-4** below.

As the table shows, all operating expenses are consolidated within one fund. The fund is separated into three major categories that capture all the operating expenses: Personnel, Contractual, and Commodities. The total operating expenses for the test year are calculated to be **$2,908,200.**

Table II-4

CITY OF GOODYEAR
STORMWATER OPERATING EXPENSES

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
OPERATING EXPENSES										
SW Program Management -- 61100002										
Personnel	$ 574,100	$ 1,020,446	$ 1,211,180	$ 1,267,533	$ 1,483,662	$ 1,717,229	$ 1,799,703	$ 1,887,127	$ 2,166,693	$ 2,469,464
Contractual	2,324,300	2,405,651	2,489,848	2,576,993	2,667,188	2,760,539	2,857,158	2,957,159	3,060,659	3,167,782
Commodities	9,800	10,143	10,498	10,865	11,246	11,639	12,047	12,468	12,905	13,356
TOTAL	2,908,200	3,436,240	3,711,527	3,855,391	4,162,096	4,489,407	4,668,907	4,856,754	5,240,257	5,650,603
TOTAL OPERATING EXPENSES	**2,908,200**	**3,436,240**	**3,711,527**	**3,855,391**	**4,162,096**	**4,489,407**	**4,668,907**	**4,856,754**	**5,240,257**	**5,650,603**

Capital Outlays and Capital Improvement Plan

One of the key elements both in the current year cost of service and the City's forecast cost of service for the stormwater utility is the determination of the City's stormwater-related capital improvement plan ("CIP"). At the time of this study, the City didn't anticipate any future Stormwater capital projects.

Capital outlays are those expenditures normally incurred by the stormwater utility to fund small-ticket capital items, such as computers or vehicles. The City has expressed a desire to fund the capital outlays through its ongoing rates. A ten-year Capital Outlays forecast is summarized in **Table II-5** below.

Table II-5

CITY OF GOODYEAR

STORMWATER UTILITY CAPITAL IMPROVEMENT PLAN AND CAPITAL OUTLAYS

Scenario: 2025 09 03 - Scenario I

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Capital Improvement Plan										
Project	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Capital Outlay	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000
	130,000	**130,000**	**130,000**	**130,000**	**130,000**	**130,000**	**130,000**	**130,000**	**130,000**	**130,000**

Debt Service

The final element of the cost of service is debt principal and interest, to fund the long-term debt issued by the City to finance its Stormwater utility capital improvement plan. At present, the City's stormwater utility fund carries no long-term debt. At the time of the study, the City did not plan to issue any new Stormwater related debt in the next five years.

Forecast Cost of Service

Table II-6 presents a summary of the forecast stormwater utility cost of service for the next ten years. Details behind the calculation, including the forecast of expenses by line item, can be found in the stormwater utility model presented in **Appendix A**. The following is notable about this forecast:

- The forecast assumes that total accounts will increase at rates presented in Table II-3.
- The forecast assumes that most operating expenses increase at a rate of approximately 3.5% per year.
- Certain expenses, such as insurance and benefits, are assumed to increase at a higher annual rate, in accordance with actual performance and recent history.
- Increased staffing levels and additional needed operational and personnel expenses were incorporated into the development of the rate plan.
- The City is forecast to fund all identified capital outlays through rates.
- The table reveals that in the test year FY 2026 cost of service is calculated to be **$3,038,200**. It is forecast to increase to **$5,780,603** by FY 2035.

Table II-6

CITY OF GOODYEAR

CURRENT AND FORECAST NET REVENUE REQUIREMENT

SCENARIO: 2025 09 03 - Scenario I

	Operating Expenses	Capital Outlays	Total Debt Service	Total Cost of Service	Less Non-Rate Revenues	Net Revenue Requirement
	STORMWATER Utility Revenue Requirement					
2026	$ 2,908,200	$ 130,000	$ -	**$ 3,038,200**	$ -	**$ 3,038,200**
2027	3,436,240	130,000	-	**3,566,240**	-	**3,566,240**
2028	3,711,527	130,000	-	**3,841,527**	-	**3,841,527**
2029	3,855,391	130,000	-	**3,985,391**	-	**3,985,391**
2030	4,162,096	130,000	-	**4,292,096**	-	**4,292,096**
2031	4,489,407	130,000	-	**4,619,407**	-	**4,619,407**
2032	4,668,907	130,000	-	**4,798,907**	-	**4,798,907**
2033	4,856,754	130,000	-	**4,986,754**	-	**4,986,754**
2034	5,240,257	130,000	-	**5,370,257**	-	**5,370,257**
2035	5,650,603	130,000	-	**5,780,603**	-	**5,780,603**

Table II-7 presents the total net revenue requirement for each customer class. Details behind these calculations can be found in the stormwater utility model presented in **Appendix A.**

Table II-7

CITY OF GOODYEAR

CURRENT AND FORECAST NET REVENUE REQUIREMENT

SCENARIO: 2025 09 03 - Scenario I

	Net Revenue Requirement	Cust. Class Allocations		Net Revenue Rqmt.	
		Residential	Non-Residential	Residential	Non-Residential
	STORMWATER Utility Revenue Requirement				
2026	$ 3,038,200	93.9%	6.1%	**$ 2,704,708**	**$ 333,492**
2027	3,566,240	93.9%	6.1%	**3,175,182**	**391,057**
2028	3,841,527	93.9%	6.1%	**3,420,861**	**420,666**
2029	3,985,391	93.9%	6.1%	**3,549,431**	**435,961**
2030	4,292,096	93.9%	6.1%	**3,822,950**	**469,146**
2031	4,619,407	93.9%	6.1%	**4,115,080**	**504,328**
2032	4,798,907	93.9%	6.1%	**4,275,156**	**523,752**
2033	4,986,754	93.9%	6.1%	**4,442,757**	**543,998**
2034	5,370,257	93.9%	6.1%	**4,784,625**	**585,632**
2035	5,780,603	93.9%	6.1%	**5,150,553**	**630,049**

Step 4 – Proposed Stormwater Utility Monthly Fee

The final step in the determination of stormwater utility fees involves the calculation of the monthly fee per account. The project team recommends offering two categories of flat fees: for residential and non-residential customers. Fees are recommended to be assessed for all active stormwater accounts within the city limits of Goodyear.

Table II-8 on the next page presents the project team's recommended stormwater monthly fee schedule for residential and non-residential customers. The following is notable about this schedule:

- The project team recommends that effective January 2026 or as soon as feasible the residential monthly fee be implemented at **$2.25** per month.
- The initial fee for non-residential accounts is recommended to be **$4.25** per month in January 2026 and increase to **$17.00** by January 2029.
- The fee structure is consistent with the project team's knowledge of stormwater fees for other utilities and current legislative restrictions in the State of Arizona. It is recommended that the City of Goodyear in the future, if the State Legislation changes, should consider converting the fee for non-residential accounts to be based on total surface area or impervious surface area data.

Table II-8

CITY OF GOODYEAR

RECOMMENDED STORMWATER MONTHLY CHARGES

SCENARIO: 2025 09 03 - Scenario I

	2026	JAN 2027	JAN 2028	JAN 2029
STORMWATER Monthly Charge				
Residential				
Per Account	**$ 2.25**	$ 4.50	$ 6.75	$ 9.00
Non-Residential				
Per Account	**4.25**	8.50	12.75	17.00

Finally, **Table II-9** summarizes the stormwater utility revenues by customer class over the next decade under the proposed rate scenario. This forecast is presented in detail in **Appendix A**. The forecast reveals that with the recommended monthly fees, the stormwater utility is expected to become self-sufficient by FY 2029.

As indicated earlier, this revenue, expense and net revenue forecast is based on a series of assumptions about future conditions both nation-wide and in the City of Goodyear. It is not a guarantee of future behavior, and it is subject to potentially significant revision should there be material changes to conditions either within or outside the City of Goodyear.

Table II-9

CITY OF GOODYEAR

CURRENT AND FORECAST FEES AND REVENUE

SCENARIO: 2025 09 03 - Scenario I

	Forecast Revenue				
	Residential	Non-Residential	Total Revenues	Less Revenue Rqmt	Net Revenues
2026	$ 420,244	$ 51,786	**$ 472,030**	$ 3,038,200	**$ (2,566,170)**
2027	1,472,128	181,202	**1,653,329**	3,566,240	**(1,912,910)**
2028	2,587,358	317,983	**2,905,341**	3,841,527	**(936,186)**
2029	3,768,782	462,630	**4,231,412**	3,985,391	**246,021**
2030	4,545,828	557,528	**5,103,356**	4,292,096	**811,260**
2031	4,683,420	573,644	**5,257,064**	4,619,407	**637,657**
2032	4,825,116	590,780	**5,415,896**	4,798,907	**616,988**
2033	4,971,024	608,324	**5,579,348**	4,986,754	**592,594**
2034	5,121,360	626,480	**5,747,840**	5,370,257	**377,582**
2035	5,276,232	645,044	**5,921,276**	5,780,603	**140,673**

Appendix A

City of Goodyear

Stormwater Fee Analysis

Fiscal Years 2026 - 2035

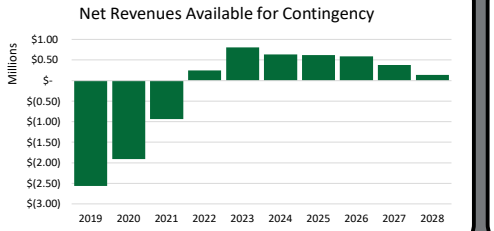
WILLDAN FINANCIAL SERVICES

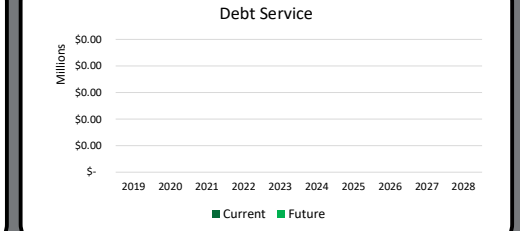
Utility System
Stormwater

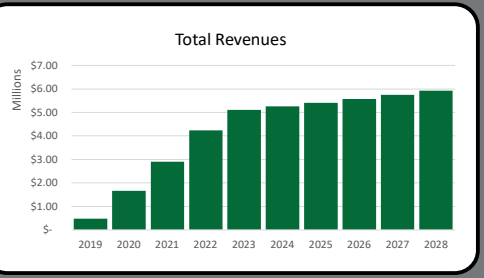
Dashboard
Projections

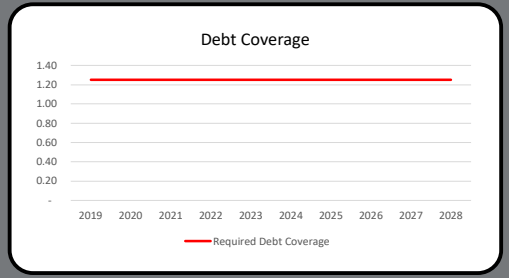
Customer Class
All Classes

Years
10
5









Stormwater Projections

Future Debt Term 20

Stormwater Future Bond Issues

	Alternative	Proposed
2019		$ -
2020		$ -
2021		$ -
2022		$ -
2023		$ -
2024		$ -
2025		$ -
2026		$ -
2027		$ -
2028		$ -

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CITY OF GOODYEAR
STORMWATER COST OF SERVICE MODEL

Forecast Summary
Scenario: **2025 09 03 - Scenario I**

		Current	Test Year 2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
1	**Stormwater Monthly Fees**											
	Residential Per Account	$ -	$ 2.25	$ 4.50	$ 6.75	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00
	Non-Residential Per Account	-	4.25	8.50	12.75	17.00	17.00	17.00	17.00	17.00	17.00	17.00
2	**Stormwater Accounts**											
	Residential	37,355	37,355	38,487	39,653	40,854	42,091	43,365	44,677	46,028	47,420	48,854
	Non-Residential	2,437	2,437	2,508	2,580	2,655	2,733	2,812	2,896	2,982	3,071	3,162
	Other 1	-	-	-	-	-	-	-	-	-	-	-
	Other 2	-	-	-	-	-	-	-	-	-	-	-
		39,792	39,792	40,995	42,233	43,509	44,824	46,177	47,573	49,010	50,491	52,016
3	**Forecast Annual Stormwater Fund Balance**											
	Beginning Fund Balance		$ -	$ -	$ -	$ -	$ 246,021	$ 1,057,281	$ 1,694,937	$ 2,311,926	$ 2,904,520	$ 3,282,102
	Revenues											
	Stormwater Fees		472,030	1,653,329	2,905,341	4,231,412	5,103,356	5,257,064	5,415,896	5,579,348	5,747,840	5,921,276
	Non-Fee Revenues		-	-	-	-	-	-	-	-	-	-
	Total Revenues		472,030	1,653,329	2,905,341	4,231,412	5,103,356	5,257,064	5,415,896	5,579,348	5,747,840	5,921,276
	Operating Expenses											
	SW Program Management -- 61100002		2,908,200	3,436,240	3,711,527	3,855,391	4,162,096	4,489,407	4,668,907	4,856,754	5,240,257	5,650,603
	System Maintenance		-	-	-	-	-	-	-	-	-	-
	Water Quality Compliance		-	-	-	-	-	-	-	-	-	-
	System Planning		-	-	-	-	-	-	-	-	-	-
	Stormwater Utility		-	-	-	-	-	-	-	-	-	-
	Total Operating		2,908,200	3,436,240	3,711,527	3,855,391	4,162,096	4,489,407	4,668,907	4,856,754	5,240,257	5,650,603
			(2,436,170)	(1,782,910)	(806,186)	376,021	941,260	767,657	746,988	722,594	507,582	270,673
			130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000
			-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-
			3,038,200	3,566,240	3,841,527	3,985,391	4,292,096	4,619,407	4,798,907	4,986,754	5,370,257	5,780,603
	Net Revenues for Contingency/Fund Balance		**(2,566,170)**	**(1,912,910)**	**(936,186)**	**246,021**	**811,260**	**637,657**	**616,988**	**592,594**	**377,582**	**140,673**
			-543.6%	-115.7%	-32.2%	5.8%	15.9%	12.1%	11.4%	10.6%	6.6%	2.4%
			(2,566,170)	**(1,912,910)**	**(936,186)**	**246,021**	**1,057,281**	**1,694,937**	**2,311,926**	**2,904,520**	**3,282,102**	**3,422,775**
			70,804	**247,999**	**435,801**	**634,712**	**765,503**	**788,560**	**812,384**	**836,902**	**862,176**	**888,191**
			(2,636,975)	**(2,160,910)**	**(1,371,987)**	**(388,691)**	**291,777**	**906,378**	**1,499,541**	**2,067,617**	**2,419,926**	**2,534,584**
	Financial Ratios											
	Days of Operating Expenses		(322)	(203)	(92)	23	93	138	181	218	229	221
	Days of Total Expenses		(308)	(196)	(89)	23	90	134	176	213	223	216
	Debt Coverage		-	-	-	-	-	-	-	-	-	-

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WILLDAN

CITY OF GOODYEAR
STORMWATER COST OF SERVICE MODEL

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Input Area -- Rate Calcula											
Scenario: 2025 09 03 - I											
		JAN 2026	JAN 2027	JAN 2028	JAN 2029	JAN 2030	JAN 2031	JAN 2032	JAN 2033	JAN 2034	JAN 2035
Stormwater Monthly Fee											
Date Rate In effect (July = 1)		7	7	7	7	7	7	7	7	7	7
Fiscal year July --June											
Calculated Monthly Fee											
Monthly Stormwater Fee Per Acco											
Residential		$ 6.03	$ 6.88	$ 7.19	$ 7.24	$ 7.57	$ 7.91	$ 7.97	$ 8.04	$ 8.41	$ 8.79
Monthly Stormwater Fee Per Acre											
Non-Residential		11.40	12.99	13.59	13.68	14.31	14.95	15.07	15.20	15.89	16.60
Recommended Monthly Fee											
Residential	$ -	$ 2.25	$ 4.50	$ 6.75	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00	$ 9.00
Per Account											
Convertion Ratio		**1.89**									
Phase-In		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Non-Residential											
Per Account	-	4.25	8.50	12.75	17.00	17.00	17.00	17.00	17.00	17.00	17.00
Other 1	Phase In		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
	7.00	7.00	7.00	12.75	17.00	17.00	17.00	17.00	17.00	17.00	17.00
	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00	7.00
	14.00	14.00	14.00	-	-	-	-	-	-	-	-
	28.00	28.00	28.00	-	-	-	-	-	-	-	-
	64.00	64.00	64.00	-	-	-	-	-	-	-	-
	75.00	75.00	75.00	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-
Other 2	Phase In		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-
Summary of Results -- Rate Calc											
Rate Revenue											
Residential		$ 420,244	$ 1,472,128	$ 2,587,358	$ 3,768,782	$ 4,545,828	$ 4,683,420	$ 4,825,116	$ 4,971,024	$ 5,121,360	$ 5,276,232
		89%	89%	89%	89%	89%	89%	89%	89%	89%	89%
Non-Residential		$ 51,786	$ 181,202	$ 317,983	$ 462,630	$ 557,528	$ 573,644	$ 590,780	$ 608,324	$ 626,480	$ 645,044
		11%	11%	11%	11%	11%	11%	11%	11%	11%	11%

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WILLDAN

CITY OF GOODYEAR
STORMWATER COST OF SERVICE MODEL

Input Area -- Rate Calcula

Scenario: 2025 09 03 - I

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
		JAN 2026	JAN 2027	JAN 2028	JAN 2029	JAN 2030	JAN 2031	JAN 2032	JAN 2033	JAN 2034	JAN 2035
Other 1											
- -		-	-	-	-	-	-	-	-	-	-
- -		-	-	-	-	-	-	-	-	-	-
- -		-	-	-	-	-	-	-	-	-	-
- -		-	-	-	-	-	-	-	-	-	-
- -		-	-	-	-	-	-	-	-	-	-
- -		-	-	-	-	-	-	-	-	-	-
- -		-	-	-	-	-	-	-	-	-	-
Total Other 1		-	-	-	-	-	-	-	-	-	-
Other 2											
- -		-	-	-	-	-	-	-	-	-	-
- -		-	-	-	-	-	-	-	-	-	-
- -		-	-	-	-	-	-	-	-	-	-
- -		-	-	-	-	-	-	-	-	-	-
- -		-	-	-	-	-	-	-	-	-	-
- -		-	-	-	-	-	-	-	-	-	-
- -		-	-	-	-	-	-	-	-	-	-
Total Other 2		-	-	-	-	-	-	-	-	-	-
Total Rate Revenues		**472,030**	**1,653,329**	**2,905,341**	**4,231,412**	**5,103,356**	**5,257,064**	**5,415,896**	**5,579,348**	**5,747,840**	**5,921,276**
Revenues to be Raised from Rat											
Residential		$ 2,704,708	$ 3,175,182	$ 3,420,861	$ 3,549,431	$ 3,822,950	$ 4,115,080	$ 4,275,156	$ 4,442,757	$ 4,784,625	$ 5,150,553
Non-Residential		333,492	391,057	420,666	435,961	469,146	504,328	523,752	543,998	585,632	630,049
Other 1		-	-	-	-	-	-	-	-	-	-
Other 2		-	-	-	-	-	-	-	-	-	-
Total		**3,038,200**	**3,566,240**	**3,841,527**	**3,985,391**	**4,292,096**	**4,619,407**	**4,798,907**	**4,986,754**	**5,370,257**	**5,780,603**
Net Revenues Available for Cont											
Residential		$ (2,284,464)	$ (1,703,055)	$ (833,502)	$ 219,351	$ 722,878	$ 568,340	$ 549,960	$ 528,267	$ 336,735	$ 125,679
Non-Residential		(281,706)	(209,856)	(102,684)	26,670	88,382	69,316	67,028	64,326	40,847	14,994
Other 1		-	-	-	-	-	-	-	-	-	-
Other 2		-	-	-	-	-	-	-	-	-	-
TOTAL Net Revenues		**(2,566,170)**	**(1,912,910)**	**(936,186)**	**246,021**	**811,260**	**637,657**	**616,988**	**592,594**	**377,582**	**140,673**
Percent of Revenues		-543.6%	-115.7%	-32.2%	5.8%	15.9%	12.1%	11.4%	10.6%	6.6%	2.4%
Debt Coverage		**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**

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CITY OF GOODYEAR
STORMWATER COST OF SERVICE MODEL

Input Area -- Rate Calcula
Scenario: 2025 09 03 - I

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
			JAN 2026	JAN 2027	JAN 2028	JAN 2029	JAN 2030	JAN 2031	JAN 2032	JAN 2033	JAN 2034	JAN 2035
Account Data												
Total Accounts												
Residential			37,355	38,487	39,653	40,854	42,091	43,365	44,677	46,028	47,420	48,854
			37,355	38,487	39,653	40,854	42,091	43,365	44,677	46,028	47,420	48,854
Non-Residential												
-	1		787	811	835	860	886	912	939	967	996	1,026
1	2		386	398	410	422	435	448	461	475	489	504
2	3		234	241	248	255	263	271	279	287	296	305
3	4		179	184	189	195	201	207	213	219	226	233
4	5		80	82	84	87	90	93	96	99	102	105
5	6		84	87	90	93	96	99	102	105	108	111
6	7		39	40	41	42	43	44	45	46	47	48
7	8		14	14	14	14	14	14	15	16	17	18
8	9		29	30	31	32	33	34	35	36	37	38
9	10		12	12	12	12	12	12	12	12	12	12
10	11		19	20	21	22	23	24	25	26	27	28
11	12		12	12	12	12	12	12	12	12	12	12
12	13		29	30	31	32	33	34	35	36	37	38
13	14		10	10	10	10	10	10	10	10	10	10
14	15		82	84	87	90	93	96	99	102	105	108
15	16		19	20	21	22	23	24	25	26	27	28
16	17		31	32	33	34	35	36	37	38	39	40
17	18		14	14	14	14	14	14	15	16	17	18
18	19		7	7	7	7	7	7	7	7	7	7
19	20		24	25	26	27	28	29	30	31	32	33
20	30		72	74	76	78	80	82	85	88	91	94
30	40		135	139	143	147	151	156	161	166	171	176
40	50		31	32	33	34	35	36	37	38	39	40
50	60		60	62	64	66	68	70	72	74	76	78
60	70		7	7	7	7	7	7	7	7	7	7
70	80		5	5	5	5	5	5	5	5	5	5
80	90		-	-	-	-	-	-	-	-	-	-
90	100		2	2	2	2	2	2	2	2	2	2
100	110		-	-	-	-	-	-	-	-	-	-
110	120		-	-	-	-	-	-	-	-	-	-
120	130		-	-	-	-	-	-	-	-	-	-
130	140		7	7	7	7	7	7	7	7	7	7
140	150		2	2	2	2	2	2	2	2	2	2
150	160		14	14	14	14	14	14	15	16	17	18
160	170		-	-	-	-	-	-	-	-	-	-
170	180		-	-	-	-	-	-	-	-	-	-
180	190		7	7	7	7	7	7	7	7	7	7
190	200		-	-	-	-	-	-	-	-	-	-
Total			2,437	2,508	2,580	2,655	2,733	2,812	2,896	2,982	3,071	3,162
			2,437	2,508	2,580	2,655	2,733	2,812	2,896	2,982	3,071	3,162
Other 1												

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WILLDAN

CITY OF GOODYEAR
STORMWATER COST OF SERVICE MODEL

Input Area -- Rate Calcula

Scenario: 2025 09 03 - I

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
			JAN 2026	JAN 2027	JAN 2028	JAN 2029	JAN 2030	JAN 2031	JAN 2032	JAN 2033	JAN 2034	JAN 2035
-	2,499	0.0%	-	-	-	-	-	-	-	-	-	-
2,500	4,999	0.0%	-	-	-	-	-	-	-	-	-	-
5,000	9,999	0.0%	-	-	-	-	-	-	-	-	-	-
10,000	49,999	0.0%	-	-	-	-	-	-	-	-	-	-
50,000	99,999	0.0%	-	-	-	-	-	-	-	-	-	-
100,000	249,999	0.0%	-	-	-	-	-	-	-	-	-	-
250,000	499,999	0.0%	-	-	-	-	-	-	-	-	-	-
		0.0%	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-
Other 2												
-	2,499	0.0%	-	-	-	-	-	-	-	-	-	-
2,500	4,999	0.0%	-	-	-	-	-	-	-	-	-	-
5,000	9,999	0.0%	-	-	-	-	-	-	-	-	-	-
10,000	49,999	0.0%	-	-	-	-	-	-	-	-	-	-
50,000	99,999	0.0%	-	-	-	-	-	-	-	-	-	-
100,000	249,999	0.0%	-	-	-	-	-	-	-	-	-	-
250,000	499,999	0.0%	-	-	-	-	-	-	-	-	-	-
		0.0%	-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-
Total Accounts			**39,792**	**40,995**	**42,233**	**43,509**	**44,824**	**46,177**	**47,573**	**49,010**	**50,491**	**52,016**

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WILLDAN

CITY OF GOODYEAR
STORMWATER COST OF SERVICE MODEL

Input Area -- Rate Calcula

Scenario: 2025 09 03 - I

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
		JAN 2026	JAN 2027	JAN 2028	JAN 2029	JAN 2030	JAN 2031	JAN 2032	JAN 2033	JAN 2034	JAN 2035
Total Bills											
Residential		**448,260**	**461,844**	**475,836**	**490,248**	**505,092**	**520,380**	**536,124**	**552,336**	**569,040**	**586,248**
Non-Residential		**29,244**	**30,096**	**30,960**	**31,860**	**32,796**	**33,744**	**34,752**	**35,784**	**36,852**	**37,944**
TOTAL BILLS		**477,504**	**491,940**	**506,796**	**522,108**	**537,888**	**554,124**	**570,876**	**588,120**	**605,892**	**624,192**
		TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE
Non-Residential	Unit										
Acres											
-	1	1.0	9,439	9,727	10,015	10,315	10,627	10,939	11,263	11,599	11,947	12,307
1	2	2.0	9,265	9,553	9,841	10,129	10,441	10,753	11,065	11,401	11,737	12,097
2	3	3.0	8,426	8,678	8,930	9,182	9,470	9,758	10,046	10,334	10,658	10,982
3	4	4.0	8,570	8,810	9,050	9,338	9,626	9,914	10,202	10,490	10,826	11,162
4	5	5.0	4,777	4,897	5,017	5,197	5,377	5,557	5,737	5,917	6,097	6,277
5	6	6.0	6,080	6,296	6,512	6,728	6,944	7,160	7,376	7,592	7,808	8,024
6	7	7.0	3,243	3,327	3,411	3,495	3,579	3,663	3,747	3,831	3,915	3,999
7	8	8.0	1,390	1,390	1,390	1,390	1,390	1,390	1,486	1,582	1,678	1,774
8	9	9.0	3,127	3,235	3,343	3,451	3,559	3,667	3,775	3,883	3,991	4,099
9	10	10.0	1,448	1,448	1,448	1,448	1,448	1,448	1,448	1,448	1,448	1,448
10	11	11.0	2,548	2,680	2,812	2,944	3,076	3,208	3,340	3,472	3,604	3,736
11	12	12.0	1,737	1,737	1,737	1,737	1,737	1,737	1,737	1,737	1,737	1,737
12	13	13.0	4,517	4,673	4,829	4,985	5,141	5,297	5,453	5,609	5,765	5,921
13	14	14.0	1,621	1,621	1,621	1,621	1,621	1,621	1,621	1,621	1,621	1,621
14	15	15.0	14,767	15,127	15,667	16,207	16,747	17,287	17,827	18,367	18,907	19,447
15	16	16.0	3,706	3,898	4,090	4,282	4,474	4,666	4,858	5,050	5,242	5,434
16	17	17.0	6,399	6,603	6,807	7,011	7,215	7,419	7,623	7,827	8,031	8,235
17	18	18.0	3,127	3,127	3,127	3,127	3,127	3,127	3,343	3,559	3,775	3,991
18	19	19.0	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650	1,650
19	20	20.0	5,791	6,031	6,271	6,511	6,751	6,991	7,231	7,471	7,711	7,951
20	30	25.0	21,716	22,316	22,916	23,516	24,116	24,716	25,616	26,516	27,416	28,316
30	40	35.0	56,750	58,430	60,110	61,790	63,470	65,570	67,670	69,770	71,870	73,970
40	50	45.0	16,938	17,478	18,018	18,558	19,098	19,638	20,178	20,718	21,258	21,798
50	60	55.0	39,812	41,132	42,452	43,772	45,092	46,412	47,732	49,052	50,372	51,692
60	70	65.0	5,646	5,646	5,646	5,646	5,646	5,646	5,646	5,646	5,646	5,646
70	80	75.0	4,343	4,343	4,343	4,343	4,343	4,343	4,343	4,343	4,343	4,343
80	90	85.0	-	-	-	-	-	-	-	-	-	-
90	100	95.0	2,751	2,751	2,751	2,751	2,751	2,751	2,751	2,751	2,751	2,751
100	110	105.0	-	-	-	-	-	-	-	-	-	-
110	120	115.0	-	-	-	-	-	-	-	-	-	-
120	130	125.0	-	-	-	-	-	-	-	-	-	-
130	140	135.0	11,726	11,726	11,726	11,726	11,726	11,726	11,726	11,726	11,726	11,726
140	150	145.0	4,198	4,198	4,198	4,198	4,198	4,198	4,198	4,198	4,198	4,198
150	160	155.0	26,927	26,927	26,927	26,927	26,927	26,927	28,787	30,647	32,507	34,367
160	170	165.0	-	-	-	-	-	-	-	-	-	-
170	180	175.0	-	-	-	-	-	-	-	-	-	-
180	190	185.0	16,070	16,070	16,070	16,070	16,070	16,070	16,070	16,070	16,070	16,070
190	200	195.0	-	-	-	-	-	-	-	-	-	-
Total			**308,507**	**315,527**	**322,727**	**330,047**	**337,439**	**345,251**	**355,547**	**365,879**	**376,307**	**386,771**
Other 1											
-	2,499		-	-	-	-	-	-	-	-	-	-
2,500	4,999		-	-	-	-	-	-	-	-	-	-
5,000	9,999		-	-	-	-	-	-	-	-	-	-
10,000	49,999		-	-	-	-	-	-	-	-	-	-
50,000	99,999		-	-	-	-	-	-	-	-	-	-
100,000	249,999		-	-	-	-	-	-	-	-	-	-
250,000	499,999		-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-

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WILLDAN

CITY OF GOODYEAR
STORMWATER COST OF SERVICE MODEL

Input Area -- Rate Calcula

Scenario: 2025 09 03 - I

		Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
			JAN 2026	JAN 2027	JAN 2028	JAN 2029	JAN 2030	JAN 2031	JAN 2032	JAN 2033	JAN 2034	JAN 2035
Other 2												
-	2,499		-	-	-	-	-	-	-	-	-	-
2,500	4,999		-	-	-	-	-	-	-	-	-	-
5,000	9,999		-	-	-	-	-	-	-	-	-	-
10,000	49,999		-	-	-	-	-	-	-	-	-	-
50,000	99,999		-	-	-	-	-	-	-	-	-	-
100,000	249,999		-	-	-	-	-	-	-	-	-	-
250,000	499,999		-	-	-	-	-	-	-	-	-	-
			-	-	-	-	-	-	-	-	-	-

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10 Year Forecast 2026-2035

CITY OF GOODYEAR
STORMWATER COST OF SERVICE MODEL

Forecast SW 1.0 -- STORMWATER Department Revenue Requirement Raised from Rates
***Scenario*: 2025 09 03 - Scenario I**

	Test Year 2026	Forecast 2027	2028	2029	2030	2031	2032	2033	2034	2035
NON-FEE REVENUES										
Charges for Service (non-rate)										
Interest Income	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storm Water Revenue	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
OPERATING EXPENSES										
SW Program Management -- 61100002										
Personnel										
Full Time Wages	$ 365,800	$ 644,433	$ 754,531	$ 777,167	$ 896,428	$ 1,021,829	$ 1,052,484	$ 1,084,059	$ 1,223,913	$ 1,370,893
Longevity	3,200	5,637	6,601	6,799	7,842	8,939	9,207	9,483	10,707	11,993
Overtime	5,500	9,689	11,345	11,685	13,478	15,364	15,825	16,299	18,402	20,612
Standby	-	-	-	-	-	-	-	-	-	-
Employee Recognition	-	-	-	-	-	-	-	-	-	-
Social Security	23,200	42,032	51,314	55,419	66,695	79,359	85,708	92,565	109,135	127,697
Medicare	5,500	9,964	12,165	13,138	15,811	18,814	20,319	21,944	25,872	30,273
ASRS	45,800	82,976	101,301	109,405	131,664	156,666	169,199	182,735	215,447	252,092
Workers Compensation	5,600	10,146	12,386	13,377	16,099	19,156	20,688	22,343	26,343	30,824
Health Insurance	95,900	173,743	212,113	229,082	275,690	328,041	354,284	382,627	451,121	527,852
	5,000	9,059	11,059	11,944	14,374	17,103	18,472	19,949	23,520	27,521
	800	1,409	1,650	1,700	1,960	2,235	2,302	2,371	2,677	2,998
	16,100	28,363	33,209	34,206	39,455	44,974	46,323	47,713	53,868	60,337
	1,700	2,995	3,507	3,612	4,166	4,749	4,891	5,038	5,688	6,371
	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-
	$ 574,100	$ 1,020,446	$ 1,211,180	$ 1,267,533	$ 1,483,662	$ 1,717,229	$ 1,799,703	$ 1,887,127	$ 2,166,693	$ 2,469,464
		77.7%	18.7%	4.7%	17.1%	15.7%	4.8%	4.9%	14.8%	14.0%
	$ 180,000	$ 186,300	$ 192,821	$ 199,569	$ 206,554	$ 213,784	$ 221,266	$ 229,010	$ 237,026	$ 245,322
	350,000	362,250	374,929	388,051	401,633	415,690	430,239	445,298	460,883	477,014
	300,000	310,500	321,368	332,615	344,257	356,306	368,777	381,684	395,043	408,869
	1,437,800	1,488,123	1,540,207	1,594,115	1,649,909	1,707,655	1,767,423	1,829,283	1,893,308	1,959,574
	-	-	-	-	-	-	-	-	-	-
	20,000	20,700	21,425	22,174	22,950	23,754	24,585	25,446	26,336	27,258
Travel	1,200	1,242	1,285	1,330	1,377	1,425	1,475	1,527	1,580	1,635
Employee Training & Development	6,500	6,728	6,963	7,207	7,459	7,720	7,990	8,270	8,559	8,859
Books & Subscriptions	-	-	-	-	-	-	-	-	-	-
Dues & Memberships	3,300	3,416	3,535	3,659	3,787	3,919	4,057	4,199	4,345	4,498
Meeting Expense	300	311	321	333	344	356	369	382	395	409
Internal Service Charges Fleet	3,600	3,726	3,856	3,991	4,131	4,276	4,425	4,580	4,741	4,906
Uniform Services	1,200	1,242	1,285	1,330	1,377	1,425	1,475	1,527	1,580	1,635
Permitting Fees	20,400	21,114	21,853	22,618	23,409	24,229	25,077	25,954	26,863	27,803
Total	2,324,300	2,405,651	2,489,848	2,576,993	2,667,188	2,760,539	2,857,158	2,957,159	3,060,659	3,167,782
		3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%

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10 Year Forecast 2026-2035

CITY OF GOODYEAR
STORMWATER COST OF SERVICE MODEL

Forecast SW 1.0 -- STORMWATER Department Revenue Requirement Raised from Rates
***Scenario*: 2025 09 03 - Scenario I**

	Test Year 2026	Forecast 2027	2028	2029	2030	2031	2032	2033	2034	2035
Commodities										
Office Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage and Shipping	-	-	-	-	-	-	-	-	-	-
Awards and Recognition	500	518	536	554	574	594	615	636	658	681
Personal Protective Equip	2,800	2,898	2,999	3,104	3,213	3,326	3,442	3,562	3,687	3,816
Maintenance Supplies	-	-	-	-	-	-	-	-	-	-
Fuel	2,700	2,795	2,892	2,994	3,098	3,207	3,319	3,435	3,555	3,680
Equip - Comp Hardware <$5K	800	828	857	887	918	950	983	1,018	1,053	1,090
Equip- Machinery&Tools <$5,000	-	-	-	-	-	-	-	-	-	-
Unreconciled P-Cards	-	-	-	-	-	-	-	-	-	-
Miscellaneous Supplies	3,000	3,105	3,214	3,326	3,443	3,563	3,688	3,817	3,950	4,089
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Total	9,800	10,143	10,498	10,865	11,246	11,639	12,047	12,468	12,905	13,356
		3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%
TOTAL	**$ 2,908,200**	**$ 3,436,240**	**$ 3,711,527**	**$ 3,855,391**	**$ 4,162,096**	**$ 4,489,407**	**$ 4,668,907**	**$ 4,856,754**	**$ 5,240,257**	**$ 5,650,603**
	TRUE	**18.2%**	**8.0%**	**3.9%**	**8.0%**	**7.9%**	**4.0%**	**4.0%**	**7.9%**	**7.8%**
System Maintenance										
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Water Quality Compliance										
Personnel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contractual	-	-	-	-	-	-	-	-	-	-
Commodities	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
System Planning										
Personnel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contractual	-	-	-	-	-	-	-	-	-	-
Commodities	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Stormwater Utility										

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WILLDAN

10 Year Forecast 2026-2035

CITY OF GOODYEAR
STORMWATER COST OF SERVICE MODEL

Forecast SW 1.0 -- STORMWATER Department Revenue Requirement Raised from Rates
Scenario: **2025 09 03 - Scenario I**

	Test Year 2026	Forecast 2027	2028	2029	2030	2031	2032	2033	2034	2035
Personnel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contractual	-	-	-	-	-	-	-	-	-	-
Commodities	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Stormwater Program Administration										
Personnel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contractual	-	-	-	-	-	-	-	-	-	-
Commodities	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL OPERATING EXPENSES	**$ 2,908,200**	**$ 3,436,240**	**$ 3,711,527**	**$ 3,855,391**	**$ 4,162,096**	**$ 4,489,407**	**$ 4,668,907**	**$ 4,856,754**	**$ 5,240,257**	**$ 5,650,603**
CAPITAL OUTLAYS										
Capital Outlay	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other Professional Services - Box Culvet As	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-	-	-	-	-
TOTAL CAPITAL OUTLAYS	**$ 130,000** **TRUE**	**$ 130,000**	**$ 130,000**	**$ 130,000**	**$ 130,000**	**$ 130,000**	**$ 130,000**	**$ 130,000**	**$ 130,000**	**$ 130,000**
TOTAL OPERATING/CAPITAL OUTLAYS	**$ 3,038,200**	**$ 3,566,240**	**$ 3,841,527**	**$ 3,985,391**	**$ 4,292,096**	**$ 4,619,407**	**$ 4,798,907**	**$ 4,986,754**	**$ 5,370,257**	**$ 5,780,603**

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WILLDAN

10 Year Forecast
2026-2035

CITY OF GOODYEAR
STORMWATER COST OF SERVICE MODEL

Forecast SW 1.0 -- STORMWATER Department Revenue Requirement Raised from Rates
Scenario: **2025 09 03 - Scenario I**

	Test Year 2026	Forecast 2027	2028	2029	2030	2031	2032	2033	2034	2035
DEBT SERVICE										
Current Debt Service:										
Principal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest	-	-	-	-	-	-	-	-	-	-
Reserve	-	-	-	-	-	-	-	-	-	-
Total Current Debt Service	-	-	-	-	-	-	-	-	-	-
Future Debt Service:										
Principal	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest	-	-	-	-	-	-	-	-	-	-
Reserve	-	-	-	-	-	-	-	-	-	-
Total Future Debt Service	-	-	-	-	-	-	-	-	-	-
TOTAL DEBT SERVICE	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL COST OF SERVICE										
TOTAL	**$ 3,038,200**	**$ 3,566,240**	**$ 3,841,527**	**$ 3,985,391**	**$ 4,292,096**	**$ 4,619,407**	**$ 4,798,907**	**$ 4,986,754**	**$ 5,370,257**	**$ 5,780,603**
	TRUE									

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10 Year Forecast 2026-2035

CITY OF GOODYEAR
STORMWATER COST OF SERVICE MODEL

Forecast SW 2.0 -- CASH BASIS Water Cost of Service by Customer Class
Scenario: **2025 09 03 - Scenario I**

I. Total Cost of Service -- Cash Basis

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total Cost of Service										
Operating	$ 2,908,200	$ 3,436,240	$ 3,711,527	$ 3,855,391	$ 4,162,096	$ 4,489,407	$ 4,668,907	$ 4,856,754	$ 5,240,257	$ 5,650,603
Capital Outlays	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000	130,000
Debt Service	-	-	-	-	-	-	-	-	-	-
Total Cost of Service	**3,038,200**	**3,566,240**	**3,841,527**	**3,985,391**	**4,292,096**	**4,619,407**	**4,798,907**	**4,986,754**	**5,370,257**	**5,780,603**
Less Non-Rate Revenues	-	-	-	-	-	-	-	-	-	-
Net Revenues Raised from Rates	**3,038,200**	**3,566,240**	**3,841,527**	**3,985,391**	**4,292,096**	**4,619,407**	**4,798,907**	**4,986,754**	**5,370,257**	**5,780,603**

II. Cost of Service by Customer Class

Accounts

Total Accounts										
Residential	37,355	38,487	39,653	40,854	42,091	43,365	44,677	46,028	47,420	48,854
Non-Residential	2,437	2,508	2,580	2,655	2,733	2,812	2,896	2,982	3,071	3,162
Total	39,792	40,995	42,233	43,509	44,824	46,177	47,573	49,010	50,491	52,016
Percent										
Residential	93.88%	93.88%	93.89%	93.90%	93.90%	93.91%	93.91%	93.92%	93.92%	93.92%
Non-Residential	6.12%	6.12%	6.11%	6.10%	6.10%	6.09%	6.09%	6.08%	6.08%	6.08%
Other 1	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Other 2	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
	1.89									
	37,355	38,487	39,653	40,854	42,091	43,365	44,677	46,028	47,420	48,854
	4,606	4,740	4,876	5,018	5,165	5,315	5,473	5,636	5,804	5,976
Other										

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WILLDAN

10 Year Forecast 2026-2035

CITY OF GOODYEAR
STORMWATER COST OF SERVICE MODEL

Forecast SW 2.0 -- CASH BASIS Water Cost of Service by Customer Class
Scenario: **2025 09 03 - Scenario I**

	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Total	41,961	43,227	44,529	45,872	47,256	48,680	50,150	51,664	53,224	54,830
	89.02%	89.03%	89.05%	89.06%	89.07%	89.08%	89.09%	89.09%	89.09%	89.10%
	10.98%	10.97%	10.95%	10.94%	10.93%	10.92%	10.91%	10.91%	10.91%	10.90%
	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
Net Revenues Raised from Rates										
Residential	$ 2,704,708	$ 3,175,182	$ 3,420,861	$ 3,549,431	$ 3,822,950	$ 4,115,080	$ 4,275,156	$ 4,442,757	$ 4,784,625	$ 5,150,553
Non-Residential	333,492	391,057	420,666	435,961	469,146	504,328	523,752	543,998	585,632	630,049
Total	3,038,200	3,566,240	3,841,527	3,985,391	4,292,096	4,619,407	4,798,907	4,986,754	5,370,257	5,780,603
	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE	TRUE

II. Monthly Stormwater Fee Per Account

Total Accounts	0									
Residential	37,355	38,487	39,653	40,854	42,091	43,365	44,677	46,028	47,420	48,854
Non-Residential	2,437	2,508	2,580	2,655	2,733	2,812	2,896	2,982	3,071	3,162
Other 1	-	-	-	-	-	-	-	-	-	-
Other 2	-	-	-	-	-	-	-	-	-	-
Total	39,792	40,995	42,233	43,509	44,824	46,177	47,573	49,010	50,491	52,016
Monthly Stormwater Fee Per Account										
Residential	**$ 6.03**	**$ 6.88**	**$ 7.19**	**$ 7.24**	**$ 7.57**	**$ 7.91**	**$ 7.97**	**$ 8.04**	**$ 8.41**	**$ 8.79**
Non-Residential	**$ 11.40**	**$ 12.99**	**$ 13.59**	**$ 13.68**	**$ 14.31**	**$ 14.95**	**$ 15.07**	**$ 15.20**	**$ 15.89**	**$ 16.60**
Other 1	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Other 2	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

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5500 Democracy Drive, Suite 130
Plano, TX 75024
Phone: 972.378.6588

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WILLDAN

Memorandum

Date: September 12, 2025

To: City Council

From: Greg Brown, Citizen Water Advisory Committee Chair
Jared Askelson, Finance Director
Barbara Chappell, Water Services Director
Sumeet Mohan, Public Works Director

CC: Wynette Reed, City Manager
Kini Knudson, Deputy City Manager
Rachel Garcia, Deputy City Manager

Re: Citizen Water Advisory Committee Recommendation

In accordance with the amended by-laws of the Citizen Water Advisory Committee adopted by the City Council on February 24, 2025, this memorandum, along with the presentations to be made on both September 15th, 2025 and as part of the Council Retreat on October 21st, 2025 serve as the recommendation to City Council as to a proposed utility rate plan for the City of Goodyear.

This plan includes all necessary fees to operate existing Water, Wastewater, and Solid Waste utilities, in addition to a new fee supporting Stormwater operations. The committee has met on five different occasions, receiving information from city staff, asking questions to further their understanding of existing operations, and considering impact of proposed rate increases on citizens and businesses within the Goodyear city limits. Based on these sources and the deliberation of the Committee, the recommendations are as follows:

Residential	2026	2027	2028	2029
Water	6.75%	6.75%	6.75%	6.75%
Wastewater	5.50%	5.50%	5.50%	5.50%
Solid Waste	8.00%	8.00%	8.00%	8.00%
Stormwater	100%	100%	50%	33.3%
% Increase to Monthly Bills	**7.3%**	**7.2%**	**7.0%**	**6.9%**
TOTAL MONTHLY BILL IMPACT:	**$10.75**	**$11.30**	**$11.88**	**$12.51**

Commercial	2026	2027	2028	2029
Water	6.75%	6.75%	6.75%	6.75%
Wastewater	5.50%	5.50%	5.50%	5.50%
Solid Waste	n/a	n/a	n/a	n/a
Stormwater	100%	100%	50%	33.3%
% Increase to Monthly Bills	**7.1%**	**7.0%**	**7.0%**	**6.9%**
TOTAL MONTHLY BILL IMPACT:	**$64.33**	**$68.30**	**$72.53**	**$77.05**

A timeline of City Council involvement for changes to take effect in early 2026 is as follows:

TASK	Statute Requirement	Council Action	Timing
Adopt/Post Notice of Intent/Schedule Public Hearing	ARS 9-511.01.A.2 Public Hearing set 60 days after posting of NOI	Y	Sep 22nd
Utility Rate Work session	n/a	N	Oct 21st
Post data report of Cash Flow / Revenue / Expenditures	ARS 9-511.01A.1 At least 30days prior to Public Hearing	N	Nov 12th
Copy of NOI Published in Newspaper	ARS 9-511.01.A2 At least 20days before Public Hearing	N	Nov 15th
Public Hearing / Rate Adoption	ARS 9-511.01.A2 & ARS 9-511.01.B	Y	Dec 15th
Effective Date	ARS 9-511.01.C No sooner than 30days after adoption	N	Jan/Feb 2026

Citizens Water Advisory Committee
Goodyear Public Works
4980 S. 157th Ave
Goodyear, AZ 85338

Wednesday, April 9, 2025	5:00 p.m.	Meeting Minutes

CALL TO ORDER

Meeting was called to order by Vice-Chair Robert Shirey at 5:05p.m.

ROLL CALL

Present:	Elena Ross, Commissioner; Tracy Tran, Commissioner; Robert Shirey, Commissioner; Sheri Trapp, Commissioner; Chad Gallegos, Commissioner; Teresa Kuleff, Alternate; Rodie Purcell, Alternate
Absent:	Lynette Keating, Commissioner; Greg Brown, Commissioner
Staff Present:	Silvana Burgos, Water Resources Planning Advisor Andrew Pirrone , Water Conservation Coordinator Tony Mena, Public Works Deputy Director Craig Lynch, Stormwater Superintendent Barbara Chappell, Water Services Director Juana Garay, Public Works Management Assistant Jared Askelson, Finance Director Ryan Bittle , Finance Manager Julia Cary, Budget & Research Analyst

PUBLIC COMMENTS

No public comments.

BUSINESS

1. **APPROVAL OF MINUTES**
   Approve the draft minutes of the Citizens Water Advisory Committee meeting on February 12, 2025.

   MOTION BY Commissioner Sheri Trapp, **SECONDED BY** Commissioner Tracy Tran

   AYE: Commissioner Elena Ross, Commissioner Tracy Tran, Commissioner Robert Shirey, Commissioner Sheri Trapp, Commissioner Chad Gallegos

Passed - Unanimously

2. **PRESENTATION OF UTILITY RATE STUDY BY FINANCE DEPARTMENT**

Ryan Bittle, Finance Manager, provided an overview of the City of Goodyear's finances, including the City's distinct fund types, financial structure(s), and financial policy. Mr. Bittle described the rate creation process and the role of the Citizen's Water Advisory Commission in the utility rate study. The process will proceed with a series of additional meetings that will help ensure a process that is fair and reasonable to customers.

3. **REVIEW AND DISCUSS CONSERVATION PLAN**

Item not addressed; to be carried over to the next meeting.

INFORMATION ITEMS

Comments, Commendations, Report on Current Events and Presentations by Board, Commission or Committee Members, staff or members of the public. The members may not propose, discuss, deliberate or take any legal action on the information presented pursuant to A.R.S. § 38-431.02.

NEXT MEETING

The next meeting of the Citizens Water Advisory Committee is tentatively scheduled for Wednesday, May 14, 2025 at 5:00pm at Goodyear City Hall located at 1900 N Civic Square in Goodyear, AZ 85395.

ADJOURNMENT

There being no further business to discuss, Vice-Chair Shirey adjourned the meeting at 6:45 p.m.

Respectfully Submitted by:

_____
Silvana Burgos, Board Secretary

Date:_____

Approved at Citizens Water Advisory Committee Meeting held on _____, 2025.

Citizens Water Advisory Committee
Goodyear City Hall - Canyon Trails
1900 N. Civic Square
Goodyear, AZ 85338

Join Zoom Meeting
https://us06web.zoom.us/j/85685939136
Meeting ID: 856 8593 9136

One tap mobile
+12532050468,,85685939136# US
+12532158782,,85685939136# US (Tacoma)

Wednesday, May 14, 2025	**5:00 p.m.**	**Meeting Minutes**

CALL TO ORDER
Meeting called to order by Vice-Chair Robert Shirey at 5:02pm.

ROLL CALL

Present:	Lynette Keating, Commissioner; Elena Ross, Commissioner; Robert Shirey, Commissioner; Sheri Trapp, Commissioner; Chad Gallegos, Commissioner; Teresa Kuleff, Alternate
Absent:	Tracy Tran, Commissioner; Greg Brown, Commissioner; Rodie Purcell, Alternate
Staff Present:	Ray Diaz, Water Resources and Sustainability Manager Silvana Burgos, Water Resources Planning Advisor Andrew Pirrone , Water Conservation Coordinator Barbara Chappell, Water Services Director Sumeet Mohan , Public Works Director Craig Lynch, Stormwater Superintendent Ryan Bittle , Finance Manager Jared Askelson, Finance Director

PUBLIC COMMENTS
No public comments.

BUSINESS

1. **APPROVAL OF MINUTES**
   Approve the draft minutes of the Citizens Water Advisory Committee meeting on April 9, 2025.

   MOTION BY Commissioner Robert Shirey, **SECONDED BY** Commissioner Sheri Trapp

AYE: Commissioner Lynette Keating, Commissioner Elena Ross, Commissioner Robert Shirey, Commissioner Sheri Trapp, Commissioner Chad Gallegos

Passed - Unanimously

2. **PRESENTATION OF WATER SERVICES OPERATIONS FOR UTILITY RATE STUDY BY WATER SERVICES STAFF**

Barbara Chappell, Water Services Director, provided an overview of the water and wastewater systems along with the associated costs for water resources. Ms. Chappell explained that such operations are funded by an enterprise fund which is dependent on the rates/fees collected from customers. In addition, Ms. Chappell presented the planned critical projects for both water and wastewater that are required as the City continues to grow and prosper.

3. **REVIEW AND DISCUSS CONSERVATION PLAN**

The Committee continued discussions on the development of the conservation plan outlining the various themes to focus on.

INFORMATION ITEMS

Comments, Commendations, Report on Current Events and Presentations by Board, Commission or Committee Members, staff or members of the public. The members may not propose, discuss, deliberate or take any legal action on the information presented pursuant to A.R.S. § 38-431.02.

NEXT MEETING

The next meeting of the Citizens Water Advisory Committee is tentatively scheduled for Wednesday, June 11, 2025 at 5:00p.m. at Goodyear Public Works located at 4980 S 157th Ave, Goodyear, AZ 85338.

ADJOURNMENT

There being no further business to discuss, Vice-Chair Robert Shirey adjourned the meeting at 6:42 p.m.

Respectfully Submitted by:

_____

Silvana Burgos, Board Secretary

Date:_____

Approved at Citizens Water Advisory Committee Meeting held on _____, 2025.

Citizens Water Advisory Committee
Goodyear Public Works
4980 S 157th Ave
Goodyear, AZ 85395

Wednesday, June 11, 2025	5:00 p.m.	Meeting Minutes

CALL TO ORDER

Meeting was called to order by Chairman Brown at 5:03pm.

ROLL CALL

Present:	Lynette Keating, Commissioner; Elena Ross, Commissioner; Tracy Tran, Commissioner; Greg Brown, Commissioner; Sheri Trapp, Commissioner; Chad Gallegos, Commissioner; Teresa Kuleff, Alternate
Absent:	Robert Shirey, Commissioner; Rodie Purcell, Alternate
Staff Present:	Ray Diaz, Water Resources and Sustainability Manager Andrew Pirrone , Water Conservation Coordinator Silvana Burgos, Water Resources Planning Advisor Barbara Chappell, Water Services Director Sumeet Mohan , Public Works Director Craig Lynch, Stormwater Superintendent Jared Askelson, Finance Director Ryan Bittle , Finance Manager Adam Kurtz, Solid Waste Superintendent Tony Mena, Public Works Deputy Director

PUBLIC COMMENTS

No public comments.

BUSINESS

1. **APPROVAL OF MINUTES**

MOTION BY Commissioner Sheri Trapp, **SECONDED BY** Commissioner Lynette Keating to approve the draft minutes of the Citizens Water Advisory Committee meeting on May 14, 2025.

AYE: Commissioner Lynette Keating, Commissioner Elena Ross, Commissioner Tracy Tran, Commissioner Greg Brown, Commissioner Sheri Trapp, Commissioner Chad Gallegos

Passed - Unanimously

2. **PRESENTATION OF STORMWATER OPERATIONS FOR UTILITY RATE STUDY BY WATER SERVICES STAFF**

Barbara Chappell, Water Services Director, provided an overview of the Stormwater Program which is designed to reduce the discharge of pollutants to the maximum extent practicable to protect water quality. Ms. Chappell explained that the current program is funded by the general fund and has been increased overtime, but there is still a need for additional funding as the program grows. Ms. Chappell discussed various options to alleviate the significant expense of operation and maintenance of the program, including a fully developed enterprise fund or a subsidized general fund. The various options will be included in the rate study model for further vetting by the committee.

3. **PRESENTATION OF SOLID WASTE OPERATIONS FOR UTILITY RATE STUDY BY PUBLIC WORKS STAFF.**

Sumeet Mohan, Public Works Director, and Adam Kurtz, Solid Waste Superintendent, provided an overview of the City's current solid waste program. Mr. Kurtz explained that the current annual budget provides for the collection and disposal of trash, recycling, bulk material and household hazardous waste. He noted that future service changes and growing community needs may require adjustments to the budget, including a potential increase in rates which will be further vetted by this committee.

4. **REVIEW AND DISCUSS CONSERVATION PLAN**

The Committee continued discussions on the development of the conservation plan.

INFORMATION ITEMS

Comments, Commendations, Report on Current Events and Presentations by Board, Commission or Committee Members, staff or members of the public. The members may not propose, discuss, deliberate or take any legal action on the information presented pursuant to A.R.S. § 38-431.02.

NEXT MEETING

The next meeting of the Citizens Water Advisory Committee is tentatively scheduled for Wednesday, July 09, 2025 at 5:00p.m. at Goodyear Public Works located at 4980 S 157th Ave, Goodyear, AZ 85338.

ADJOURNMENT

There being no further business to discuss, Chairman Brown adjourned the meeting at 6:57 p.m.

Respectfully Submitted by:

_____

Silvana Burgos, Board Secretary

Date:_____

Approved at Citizens Water Advisory Committee Meeting held on _____, 2025.

Citizens Water Advisory Committee
Goodyear Public Works
4980 S 157th Ave
Goodyear, AZ 85338

Wednesday, August 20, 2025	5:00 p.m.	Meeting Minutes

CALL TO ORDER

Meeting was called to order at 5:01pm by Chairman Brown.

ROLL CALL

Present: Lynette Keating, Commissioner; Elena Ross, Commissioner; Tracy Tran, Commissioner; Greg Brown, Commissioner; Robert Shirey, Commissioner; Sheri Trapp, Commissioner; Chad Gallegos, Commissioner; Teresa Kuleff, Alternate; Rodie Purcell, Alternate

Staff Present: Ray Diaz, Water Resources and Sustainability Manager
Barbara Chappell, Water Services Director
Andrew Pirrone , Water Conservation Coordinator
Silvana Burgos, Water Resources Planning Advisor
Craig Lynch, Stormwater Superintendent
Sumeet Mohan , Public Works Director
Jared Askelson, Finance Director
Tony Mena, Public Works Deputy Director
Ryan Bittle , Finance Manager
Lisa Melton , Senior Project Manager
Christopher Aniol, Solid Waste Supervisor
Gustavo Plascencia, Solid Waste Supervisor

PUBLIC COMMENTS

No public comments.

BUSINESS

1. **APPROVAL OF MINUTES**
Approve the draft minutes of the Citizens Water Advisory Committee meeting on July 9, 2025.

MOTION BY Commissioner Robert Shirey, **SECONDED BY** Commissioner Elena Ross
to approve the draft minutes of the Citizens Water Advisory Committee on July 9, 2025

AYE: Commissioner Lynette Keating, Commissioner Elena Ross, Commissioner Tracy Tran, Commissioner Greg Brown, Commissioner Robert Shirey, Commissioner Sheri Trapp, Commissioner Chad Gallegos

Passed - Unanimously

2. **PRESENTATION OF UTILITY RATE STUDY BY FINANCE DEPARTMENT**

Ryan Bittle, Finance Manager, presented the preliminary rate model designed to project the future utility rate structure over a 10-year planning horizon. The model incorporates a proposed 6.75% increase in water rates and a 5.50% increase in wastewater rates, addressing both operational requirements and capital improvement needs. It also includes an 8.0% increase in solid waste service rates. Additionally, the model explores the implementation of a dedicated funding source for stormwater services, which would be introduced through a phased-in rate structure. Based on these assumptions, the cumulative estimated monthly bill impact for customers in 2026 is projected at 7.3%. This preliminary model provides a critical foundation for informed decision-making, helping ensure the long-term financial sustainability of essential utility services while balancing the impacts on ratepayers.

3. **DISCUSSION ON COMMITTEE MEMBER TERMS**

Staff informed the committee of the membership term limits outlined by the committee by-laws and discussed the possibility of reappointment for an additional term.

INFORMATION ITEMS

Comments, Commendations, Report on Current Events and Presentations by Board, Commission or Committee Members, staff or members of the public. The members may not propose, discuss, deliberate or take any legal action on the information presented pursuant to A.R.S. § 38-431.02.

FUTURE MEETINGS

The next meeting of the Citizens Water Advisory Committee is tentatively scheduled for Wednesday, September 10, 2025 at Goodyear Public Works at 4980 S 157th Ave, Goodyear, AZ, 85338.

ADJOURNMENT

There being no further business to discuss, Chairman Brown adjourned the meeting at 6:53 p.m.

Respectfully Submitted by:

_____
Silvana Burgos, Board Secretary

Date:_____

Approved at Citizens Water Advisory Committee Meeting held on _____, 2025.

Citizens Water Advisory Committee
Goodyear Public Works
4980 S 157th Ave
Goodyear, AZ 85338

Wednesday, September 10, 2025	5:00 p.m.	Meeting Minutes

CALL TO ORDER

Meeting was called to order at 5:00pm by Chairman Brown.

ROLL CALL

Present:	Lynette Keating, Commissioner; Elena Ross, Commissioner; Greg Brown, Commissioner; Robert Shirey, Commissioner; Sheri Trapp, Commissioner; Chad Gallegos, Commissioner
Absent:	Tracy Tran, Commissioner; Teresa Kuleff, Alternate; Rodie Purcell, Alternate
Staff Present:	Ray Diaz, Water Resources and Sustainability Manager Barbara Chappell, Water Services Director Andrew Pirrone , Water Conservation Coordinator Ryan Bittle , Finance Manager Jared Askelson, Finance Director Sumeet Mohan , Public Works Director Tony Mena, Public Works Deputy Director

PUBLIC COMMENTS

No public comments.

BUSINESS

1. **APPROVAL OF MINUTES**
Approve the draft minutes of the Citizens Water Advisory Committee meeting on August 20, 2025.

MOTION BY Commissioner Robert Shirey, **SECONDED BY** Commissioner Elena Ross

AYE: Commissioner Lynette Keating, Commissioner Elena Ross, Commissioner Greg Brown, Commissioner Robert Shirey, Commissioner Sheri Trapp, Commissioner Chad Gallegos

Passed - Unanimously

2. **REVIEW AND DISCUSS RATE STUDY MODEL**

The Committee reviewed and discussed the preliminary rate model presented by City staff on August 20, 2025. The CWAC voted to move forward with presenting a memo to Council recommending adoption of the proposed rate study.

MOTION BY Commissioner Sheri Trapp, **SECONDED BY** Commissioner Robert Shirey

AYE: Commissioner Lynette Keating, Commissioner Elena Ross, Commissioner Robert Shirey, Commissioner Sheri Trapp

NAY: Commissioner Greg Brown, Commissioner Chad Gallegos

Passed

3. **REVIEW AND DISCUSS MEMBERSHIP TERMS AND REAPPOINTMENT**

Staff informed the committee of the membership term limits outlined by the committee by-laws and discussed the possibility of reappointment for an additional term.

4. **REVIEW AND DISCUSS WATER CONSERVATION PLAN**

The Committee continued efforts on the draft conservation plan.

INFORMATION ITEMS

Comments, Commendations, Report on Current Events and Presentations by Board, Commission or Committee Members, staff or members of the public. The members may not propose, discuss, deliberate or take any legal action on the information presented pursuant to A.R.S. § 38-431.02.

FUTURE MEETINGS

The next meeting of the Citizens Water Advisory Committee is tentatively scheduled for Wednesday, October 8, 2025 at Goodyear Public Works at 4980 S 157th Ave, Goodyear, AZ, 85338.

ADJOURNMENT

There being no further business to discuss, ChairmanBrown adjourned the meeting at 6:58 p.m.

Respectfully Submitted by:

_____
Ray Diaz, Board Secretary

Date:_____

Approved at Citizens Water Advisory Committee Meeting held on _____, 2025.

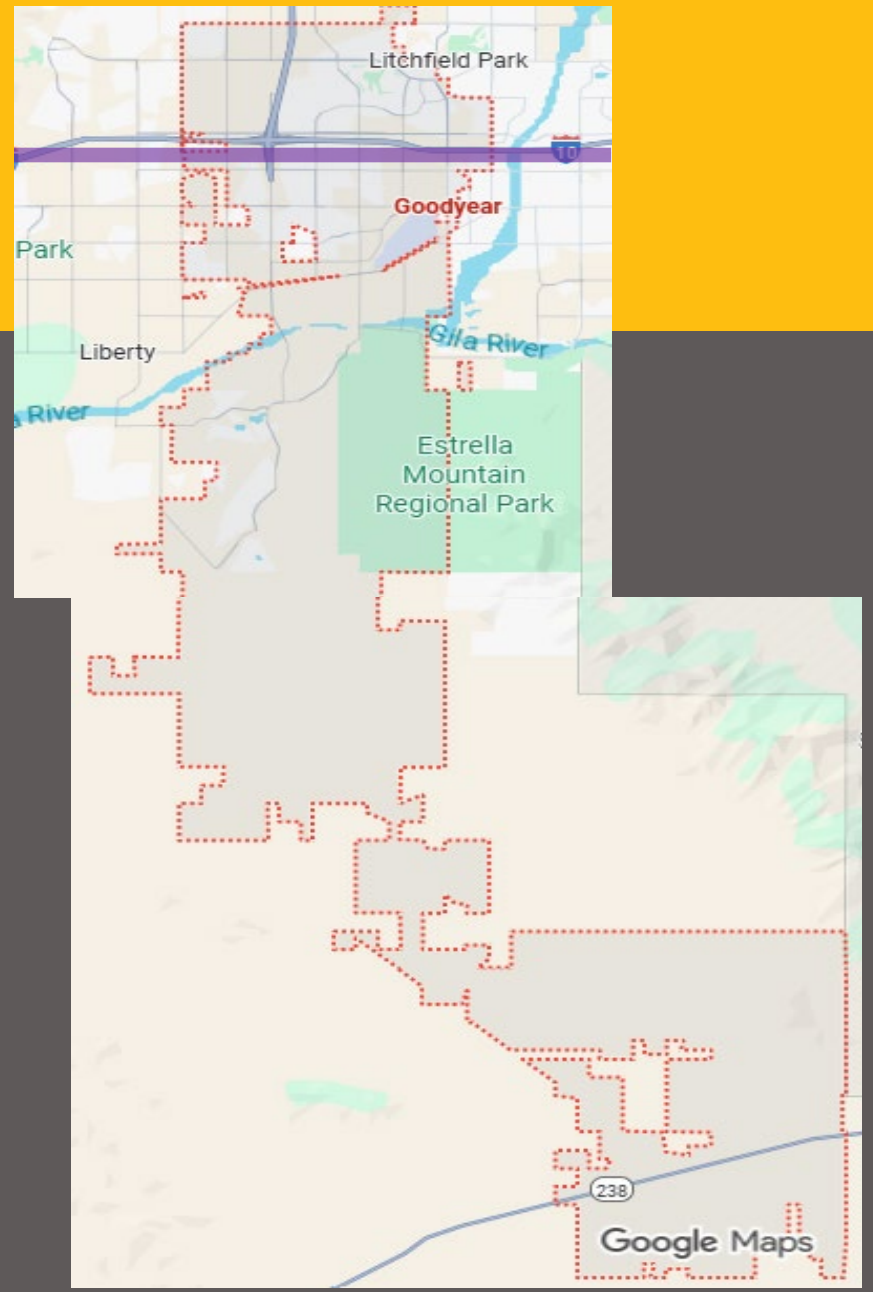
It's a Great time to be in Goodyear.

City of Goodyear Utility Rates

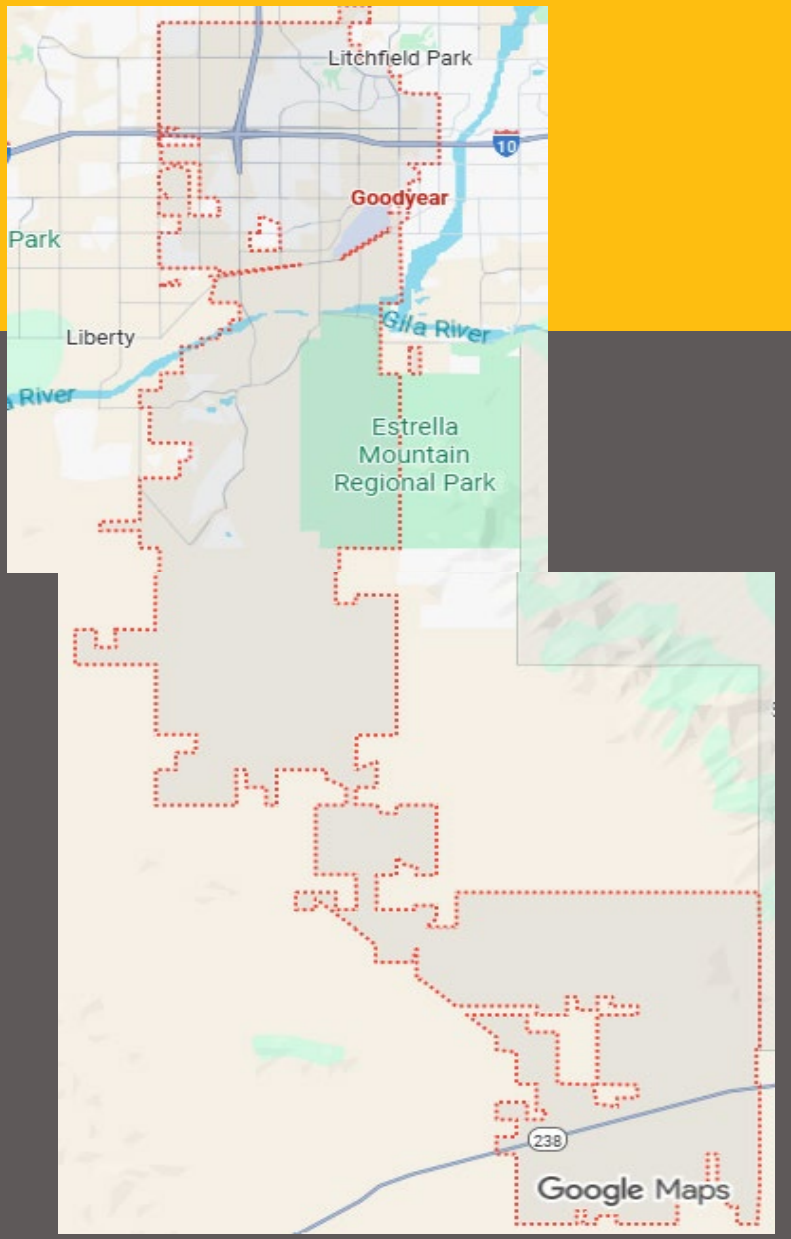
Water & Wastewater Service Area

Goodyear City Limit boundary

EXCLUDING North of I-10



Solid Waste & Stormwater Service Area



Goodyear City Limit boundary

***Solid Waste only provides service to residential customers**

Background

Rate Setting Process

- Started in April 2025
- Key Stakeholders
  - City Staff / Leadership
  - Consultant
  - Citizen Committee
  - City Council

Citizen Committee

Rate Setting Process

- Apr 9th — Rate Study Kickoff
- May 14th — Water & Wastewater
- Jun 11th — Solid Waste & Stormwater
- Aug 20th — Rate Presentation
- Sep 10th — Formalize Rate Recommendations

Citizen Committee

Rate Setting Process

- Costs paid from fees for service – self supporting
- Financial Policy Compliant- 15% Reserve
- Minimize impact on Rate Payers

Citizen Committee Recap

Water

Citizen Committee Recap

Water- Existing System

- Water Portfolio: CAP Water
  - Groundwater Production (poor quality water)
    - 15 Wells
    - 11 Storage Reservoirs/Booster Stations
- Groundwater Treatment
  - 2 Reverse Osmosis
  - 3 Absorption
  - 1 Biological
- Surface Water Treatment Facility
  - 8 MGD

Citizen Committee Recap

Water-Key Financial Data Points

- Cost of capital Projects
  - Surface Water Treatment Plant Expansion
  - Site 21 Treatment Improvements & Capacity
  - Salt River Project Lateral Upgrades
  - PFAS Treatment Site 18

Citizen Committee Recap

Water-Key Financial Data Points

- Conservation Program funding
- Surface Water Treatment Facility operations contract in place through rate study period
- Debt Issuances every 2yrs
- 11 new FTE's (Full Time Equivalent employees)

It's a Great time to be in Goodyear.

Citizen Committee Recap

Water- Rate Increase & Customer Impact

6.75% Annual Increase

	2026	2027	2028	2029
Residential Monthly Bill Impact	$2.71	$2.90	$3.09	$3.30
Commercial Monthly Bill Impact	$35.86	$38.28	$40.86	$43.62

*Avg Monthly Billed Usage: Residential 7.5k gallons Commercial 65k gallons

Citizen Committee Recap

Wastewater

Citizen Committee Recap

Wastewater- Existing System

- Treatment Capacity
  - 157th Plant 5.5 mgd
  - Rainbow Valley 0.56 mgd
  - Corgett 0.49 mgd
- 18 Lift Stations
- 7,187 Manholes
- 12.2 miles Sewer Main

Citizen Committee Recap

Wastewater-Key Financial Data Points

- Cost of capital Projects
  - 157th Plant Expansion
  - Rainbow Valley Plant Expansion (already funded)

Citizen Committee Recap

Wastewater-Key Financial Data Points

- New technology at 157th plant resulting in better effluent quality
- Debt Issuances every 2yrs
- 12 new FTE's (Full Time Equivalent employees)

It's a Great time to be in Goodyear.

Citizen Committee Recap

Wastewater- Rate Increase & Customer Impact

5.50% Annual Increase

	2026	2027	2028	2029
Residential Monthly Bill Impact	$3.97	$4.18	$4.41	$4.66
Commercial Monthly Bill Impact	$23.97	$25.52	$27.17	$28.92

*Avg Monthly Billed Usage: Residential 6k gallons / Commercial 48k gallons

Citizen Committee Recap

Solid Waste

Citizen Committee Recap

Solid Waste- Existing System

- Trash, Recycling, & Bulk Collections
  - Household Hazardous Waste (curbside events)
  - Inspections & Container Maintenance
- Outreach/Education

Citizen Committee Recap

Solid Waste-Key Financial Data Points

- Capital Project
  - Solid Waste Operations Yard

Citizen Committee Recap

Solid Waste-Key Financial Data Points

- New Offerings
  - Dedicated HHW Sorting Yard
  - Recycling Drop Off
  - Dedicated Operations Yard
- Current Rate same as 2009
- Single Debt Issuance
- 6 new FTE's (Full Time Equivalent employees)

It's a Great time to be in Goodyear.

Citizen Committee Recap

Solid Waste- Rate Increase & Customer Impact

8.0% Annual Increase

	2026	2027	2028	2029
Residential Monthly Bill Impact	$1.82	$1.97	$2.13	$2.30
Commercial Monthly Bill Impact	-	-	-	-

* Based on average customer bill

Citizen Committee Recap

Stormwater

Citizen Committee Recap

Stormwater- Existing System

- No current fee
- Evaluate a stormwater fee
- Fee proposed as part of last rate study (2020)
- General Fund Supported

Citizen Committee Recap

Stormwater- Rate Increase & Customer Impact

Flat Fee per Month

	2026	2027	2028	2029
Residential Monthly Bill Impact	$2.25	$2.25	$2.25	$2.25
Commercial Monthly Bill Impact	$4.25	$4.25	$4.25	$4.25

Citizen Committee Recommendation

4-2 vote to support the proposed rate increase

October 21st Council Retreat

Oct 21st Council Retreat Recap

Overview of Presentation

- Rate Setting Process Discussion
- Rate Discussion
  - Water
  - Wastewater
  - Solid Waste
  - Stormwater

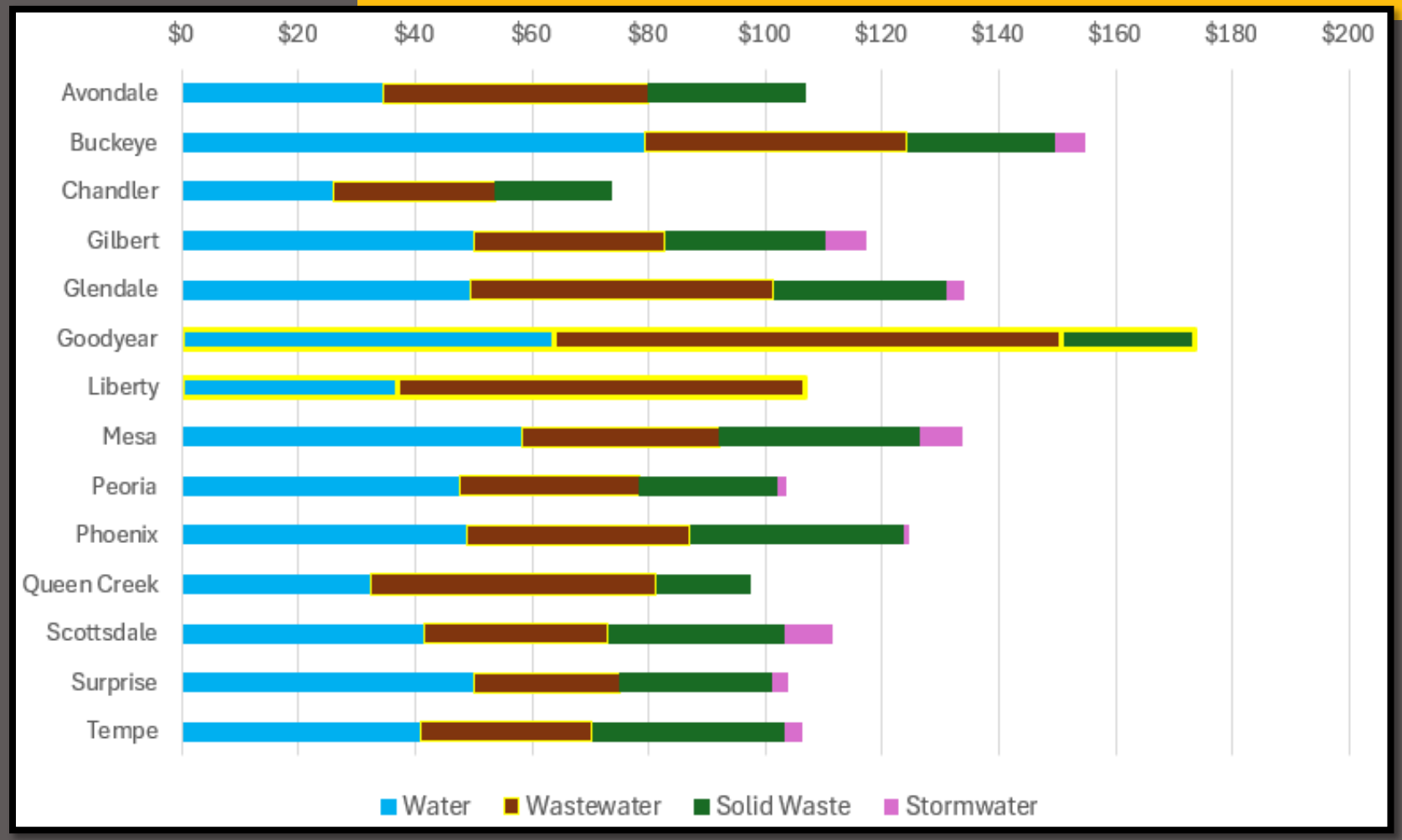
Oct 21st Council Retreat Recap

Stormwater

- At October retreat, Council provided direction to remove the proposed stormwater fees

Oct 21st Council Retreat Recap

Comparisons*



*Based on the following billed usage:

Water 9k

Wastewater 8k

Goodyear Averages

Water 7.5k

Wastewater 6k

Oct 21st Council Retreat Recap

Cost Drivers- Water / Wastewater

Existing System

- CAP Water
- Treatment of Groundwater
- Geography

Oct 21st Council Retreat Recap

Cost Drivers- Water / Wastewater

- Rate Process
  - Capital Costs (debt service)
    - Investment in Infrastructure
    - Growth pays for Growth
  - Staffing
  - Operational cost pressures

Oct 21st Council Retreat Recap

Cost Drivers- Solid Waste

Rate Process

- Capital Costs (debt service)
- Staffing
- Operational cost pressures

Summary

Summary

Key Rate Plan Assumptions

- Proposed rates include all operational and capital needs
- Use of other funding sources utilized when applicable
- Financial Policy Compliant

It's a Great time to be in Goodyear.

Oct 21st Council Retreat Recap

Current 4-year Plan Recommendations

Residential

	Annual Rate Increase	Citizen Committee	Council
Water	6.75%	Yes	Yes
Wastewater	5.50%	Yes	Yes
Solid Waste	8.0%	Yes	Yes
Stormwater	$2.25	Yes	No

Commercial

	Annual Rate Increase	Citizen Committee	Council
Water	6.75%	Yes	Yes
Wastewater	5.50%	Yes	Yes
Solid Waste	-	-	-
Stormwater	$4.25	Yes	No

It's a Great time to be in Goodyear.

Summary

Customer Monthly Bill Impact

Residential	2026	2027	2028	2029
Water	$2.71	$2.90	$3.09	$3.30
Wastewater	$3.97	$4.18	$4.41	$4.66
Solid Waste	$1.82	$1.97	$2.13	$2.30
TOTAL MONTHLY BILL IMPACT:	$8.50	$9.05	$9.63	$10.26
% Increase to Monthly Bill:	5.8%	5.8%	5.9%	5.9%

* Based on average customer bill

It's a Great time to be in Goodyear.

Summary

Projected Average Customer Bill

Residential	2026	2027	2028	2029
Water	$54.80	$57.70	$60.79	$64.09
Wastewater	$76.06	$80.24	$84.65	$89.31
Solid Waste	$24.62	$26.59	$28.72	$31.02
TOTAL MONTHLY BILL:	$155.48	$164.53	$174.16	$184.42
% Increase to Monthly Bill:	5.8%	5.8%	5.9%	5.9%

* Based on average customer bill

It's a Great time to be in Goodyear.

Summary

Customer Monthly Bill Impact

Commercial	2026	2027	2028	2029
Water	$35.86	$38.28	$40.86	$43.62
Wastewater	$23.97	$25.52	$27.17	$28.92
Solid Waste	-	-	-	-
TOTAL MONTHLY BILL IMPACT:	$59.83	$63.80	$68.03	$72.54
% Increase to Monthly Bill:	6.6%	6.6%	6.6%	6.6%

* Based on average customer bill

It's a Great time to be in Goodyear.

Summary

Projected Average Customer Bill

Commercial	2026	2027	2028	2029
Water	$567.12	$605.40	$646.26	$689.89
Wastewater	$397.60	$423.12	$450.28	$479.21
Solid Waste	-	-	-	-
TOTAL MONTHLY BILL:	$964.72	$1,028.52	$1,096.54	$1,169.10
% Increase to Monthly Bill:	6.6%	6.6%	6.6%	6.6%

* Based on average customer bill

It's a Great time to be in Goodyear.

Summary

Public Engagement & Timeline

Touchpoint	Statute Requirement	Month	Status
Citizen Rate Committee	None	Apr-Sep	☑
Council Retreat	None	Oct	☑
Adopt/Post Notice of Intent/Schedule Public Hearing	ARS 9-511.01.A2	Oct	☑
Post data report of Cash Flows	ARS 9-511.01A1	Oct	☑
Copy of NOI Published in Newspaper	ARS 9-511.01.A2	Nov	☑
Notice to Customers	None	Dec	
Public Hearing / Adoption	ARS 9-511.01.A2 & ARS 9-511.01.B	Dec	
Effective Date	ARS 9-511.01.C No earlier than Adoption +30days		

It's a Great time to be in Goodyear.

Questions?

ITEM #: 11.
DATE: 11/17/2025
AI #:2943

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE LETTER OF INTENT FOR GSQ PUBLIC PARKING GARAGE

STAFF PRESENTER(S): Roric Massey, City Attorney

SUMMARY

Approval of the Letter of Intent (LOI) with RG Land Partners, LLC will facilitate the acquisition and construction of the GSQ public parking garage.

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

Approve the Letter of Intent with RG Land Partners, LLC. for the GSQ public parking garage to facilitate the acquisition and construction of the GSQ public parking garage. (Roric Massey, City Attorney)

FISCAL IMPACT

Preliminary estimates are that the parking garage will cost approximately $15,000,000 plus the additional costs associated with the Public Safety facility and the surrounding public spaces. Those costs are to be determined during the design phase of the project but anticipated to fall within the targeted overall budget of $25,000,000. The total project costs are anticipated to be included in the Fiscal Year 2026-27 budget.

BACKGROUND AND PREVIOUS ACTIONS

This public parking garage will be located near Goodyear Way and Bullard Avenue , included as Exhibit B, and will provide district parking to support the new 150-acre mixed-use development at GSQ and the Goodyear Civic Square area. The GSQ development is the culmination of a long-term partnership between the city and RG Land Partners to bring a high-quality mixed-use development to the city's new downtown area. This city-owned district parking garage will provide support for the variety of retail, entertainment, dining and public spaces and events located in and adjacent to the GSQ development.

STAFF ANALYSIS

The proposed LOI, included as Exhibit A, with RG Land Partners, LLC, will facilitate the design and construction of a city-owned and operated 600-space district parking solution incorporated into the GSQ project. The parking garage will provide public parking for the various retail and commercial developments throughout the new downtown area and will also provide additional public parking options to support the various city events held in the area. In addition to the parking garage, the LOI contemplates the incorporation of 1,500 sq./ft. Public Safety Substation on the site and adjacent public spaces to include walkways and a public plaza to the east of the garage that will provide additional open spaces and public gathering spaces.

The LOI contemplates that the city and RG Land Partners will enter a development agreement to formalize the agreement between the parties with the following general deal terms:

- RG Land Partners to donate at no cost to the city sufficient land to construct the parking garage, Public Safety facility, and adjacent public spaces.
- City to fund the construction of the 600-space public parking garage and will own and operate the facility.
- RG Land Partners to design and construct the parking garage following public procurement and construction procedures.
- The city and RG Land Partners will equally share the annual operations and maintenance costs for the parking garage.

Attachments

Exhibit A - Letter of Intent

Exhibit B - GSQ Regional Garage Parcel Exhibit

Staff Presentation

November 7, 2025

Ms. Wynette L. Reed
City Manager – City Manager's Office
City of Goodyear, Arizona
1900 North Civic Square Dr
Goodyear, AZ 85395

RE: Letter of Intent for Public /Private Partnership to Construct "GSQ Regional Garage – Goodyear, AZ"

Dear Wynette:

The purpose of this Letter of Intent is to outline terms of a potential Public/Private Partnership between RG Land Partners, LLC (the "Globe RED JV" or "RGLP") or an affiliate of RGLP and the City of Goodyear (the "City") to design and develop the GSQ Regional Garage. This is a project that will benefit the City and support the high density mixed-use of the surrounding GSQ Development desired and requested by the City. This density, necessitating a multi-story parking structure, includes a potential privately-operated hotel combined with a City-owned Convention/Conference Center on a long-term basis, as well as a Police Substation. We are very excited to be working together to develop this concept.

Development/Developer/Project Team: GSQ is a transformative 150-acre mixed-use development in Goodyear, Ariz., designed to become the city's premier cultural and lifestyle destination. With the initial 47 acres west of 150th Drive developed by Globe Corp Corporation ("Globe"), an additional 106 acres east of 150th Drive was contributed by Globe into a joint venture with RED Development. GSQ builds on the success of Goodyear Civic Square at GSQ and will feature an upscale mix of dining, retail, entertainment, office, residential and hotel offerings. Recently announced tenants include **Trader Joe's, Nordstrom Rack, Fogo de Chao, Black Rock Coffee Bar (among others),** underscoring the project's role in bringing best-in-class retailers and restaurants to the West Valley. Anchored by innovative entertainment concepts, high-end and fast-casual restaurants, and an eclectic blend of specialty shops, GSQ is poised to redefine how residents and visitors live, work, and play in one of the fastest-growing cities in the Valley. As Goodyear's future city center and cultural hub, GSQ will help advance the city's vision for a vibrant, walkable downtown. For more, visit GoodyearGSQ.com.

Globe Corporation is a private, family-owned, diversified investment company, concentrating its investments on real estate, asset management and private equity, building on the idea that it is more than a capital source – it is a strategic resource. Globe is based in Scottsdale, Arizona with an office in Deerfield, Illinois and has been in business for over one hundred years. Globe has owned the subject property since 1970 and both develops the project as well as provides equity to development partners with expertise in specific real estate product segments. For more, visit Globecor.com.

For 30 years, RED Development has been an industry leading, wholly integrated commercial real estate company known for its high-performing mixed-use and retail portfolio. A preferred partner for best-in-class retailers and investors, RED is known nationally for its vibrant, well-trafficked ground-up developments along with its keen expertise for remerchandising and repositioning existing properties to improve profitability and appeal. Headquartered in Phoenix, the privately held company's portfolio comprises distinctive destinations across the Southwest and Midwest. For more information, visit REDdevelopment.com.

Architectural Plans: RGLP has been using Nelsen Partners for all the GSQ Regional Center site planning and architectural work. The costs for the initial planning of the GSQ Regional Garage are being absorbed by RGLP until this LOI is signed by both parties and a public procurement process is in place, allowing the allocation of costs to the Regional Garage Development. It is understood that up to $500,000 of architectural and engineering pre-development work can still be included in the GSQ Regional Garage Development costs, even if incurred before the Title 34 process has been initiated and shall be reimbursable by the City to RGLP upon execution of a Development Agreement by both parties for the construction of the GSQ Regional Garage.

Property / Location: The proposed location of the GSQ Regional Garage is depicted on Exhibit 1 attached hereto.

Current Property Ownership: The Property is owned by RGLP, a 95%/5% joint venture formed between an affiliate of Globe Corporation, Globe Land Investors, LLC ("GLI" – 95% - fully owned and controlled by the Getz Family) and RED Development ("RED" – 5% - fully owned and controlled by the RED principals).

Project Ownership Structure: The ownership construction of the improvements subject to this LOI are as follows:

1) GSQ Regional Garage Ownership: The land required for a 600-space garage will be contributed to the City by RGLP and will be conveyed to the City prior to or concurrently with the execution of a contract for the construction of the garage. The garage will be 100% owned and under operational control of the City of Goodyear ("Regional Garage Parcel").
2) GSQ Regional Public Open Space Ownership: The land for public open space, which is to consist of pedestrian walkways along the north, west, and south sides of the garage and a plaza area along the east side of the garage, will be contributed by RGLP to the City as part of the garage parcel. Concurrently with the conveyance of the land for the public open space, the City shall convey an easement that allows for the development of the open space as described herein, requires the grantee to maintain, repair and replace the improvements, and allows for the public use of the open space.
3) GSQ Police Substation Ownership: RGLP shall contribute to the City land needed for the development of approximately 1,500 SF of building area and four parking spaces, which will be 100% owned by the City of Goodyear. The land area described herein will be contributed by RGLP to the City as part of the garage parcel.

Title 34 / Program Consultant: Any improvements to be funded by the City will be procured following Title 34. The City will be selecting a Capital Improvement Project Program Manager (CIP Manager) to act as the City's representative in the design and construction of all improvements independent of RGLP's project team and assisting in creating the Title 34 Selection Committee. Globe and RED may sit on the Selection Committee or act as the Selection Committee using predefined Selection Criteria.

Project Schedule/Development Agreement: The project timeline for the GSQ Regional Garage is still being established and will be dependent upon the timing of approval of a Development Agreement between the City and RGLP. The key date for completion of the GSQ Regional Garage is the date certain retailers, including Nordstrom Rack, are open for business, estimated to be February 2027. The City's CIP Manager will be the point person for the project schedule related to the GSQ Regional Garage and all of the related improvements.

Phasing: The Garage, Police Substation and related infrastructure, including Public Open Space will be constructed in one phase.

Environmental Conditions: The subject Property has been in agricultural status since it was acquired by Globe in 1970. There are no known environmental issues with the Property. RGLP will provide the City with a current Phase 1 Environmental Assessment on the property to be conveyed prior to its conveyance.

ALTA Survey: RGLP will provide the City, at RGLP's cost, a current ALTA Survey on the Property by RGLP's civil engineer, CVL.

GSQ Regional Garage Financial Terms: The Agreement between RGLP and the City will be structured as much like a private/public partnership as possible. A summary of the financial terms of the Development Agreement are as follows:

- RGLP will donate the land to the City for the GSQ Regional Garage, Police Substation, public Open Space as described above.
- RGLP will be obligated to pay off any remaining ID obligations on the land being donated.
- The parking garage will be designed to provide 600 spaces, and depending upon the costs may be designed for the future expansion of the garage. If the cost of the design and construction of a garage with 600 spaces exceeds the maximum amount the City will commit to the project, the design of the garage will be modified to construct as many spaces as possible within the City's maximum commitment.
- The budget of the public Parking Garage, Police Substation and public Open Space will be determined during the pre-development stages of the Project. Initial estimates will include the following:
    - hard costs of approximately $25,000 per parking stall for the parking garage structure.
    - adjacent infrastructure and site costs for improvements located on the Regional Garage Parcel.

    - Police Substation building costs that will be based on information provided by the City.
    - public Open Space amenities and improvements based on design coordination with the City,
    - soft costs including but not limited to Architecture and engineering design, plan review, permitting, bidding and construction management.
- The GSQ Regional Garage, Police Substation, public Open Space and related infrastructure will be paid for by the City in monthly draws.
- The Maintenance Obligations for the 600-space GSQ Regional Garage will be split evenly between the City and RGLP and will provide for an adjustment if the garage is later expanded so the party that needs the additional spaces pays for the maintenance of those spaces.

This Letter of Intent ("LOI") is not to be construed in any manner as an obligation on the part of RGLP or the City to enter into a binding development agreement. The LOI is not intended to impose any legally binding obligations upon any party, but rather is meant to set forth certain criteria to serve as a basis for further discussion. If you have any questions about this request or any other aspect of this requirement, please contact our office.

RG LAND PARTNERS, LLC

By:_____
Title:_____

CITY OF GOODYEAR,
an Arizona municipal corporation

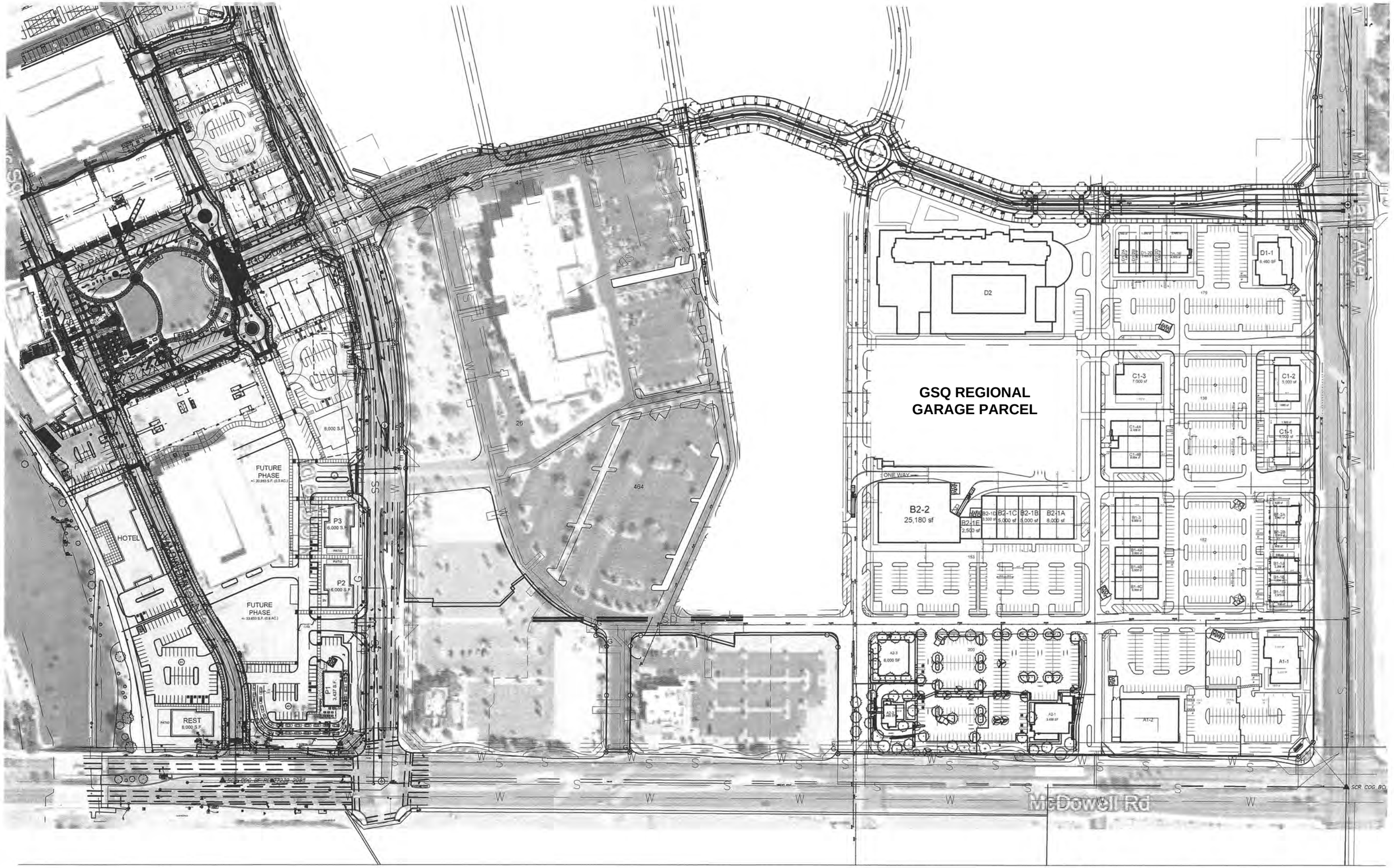
By:_____
Wynette Reed
City Manager

ATTEST:

_____
City Clerk

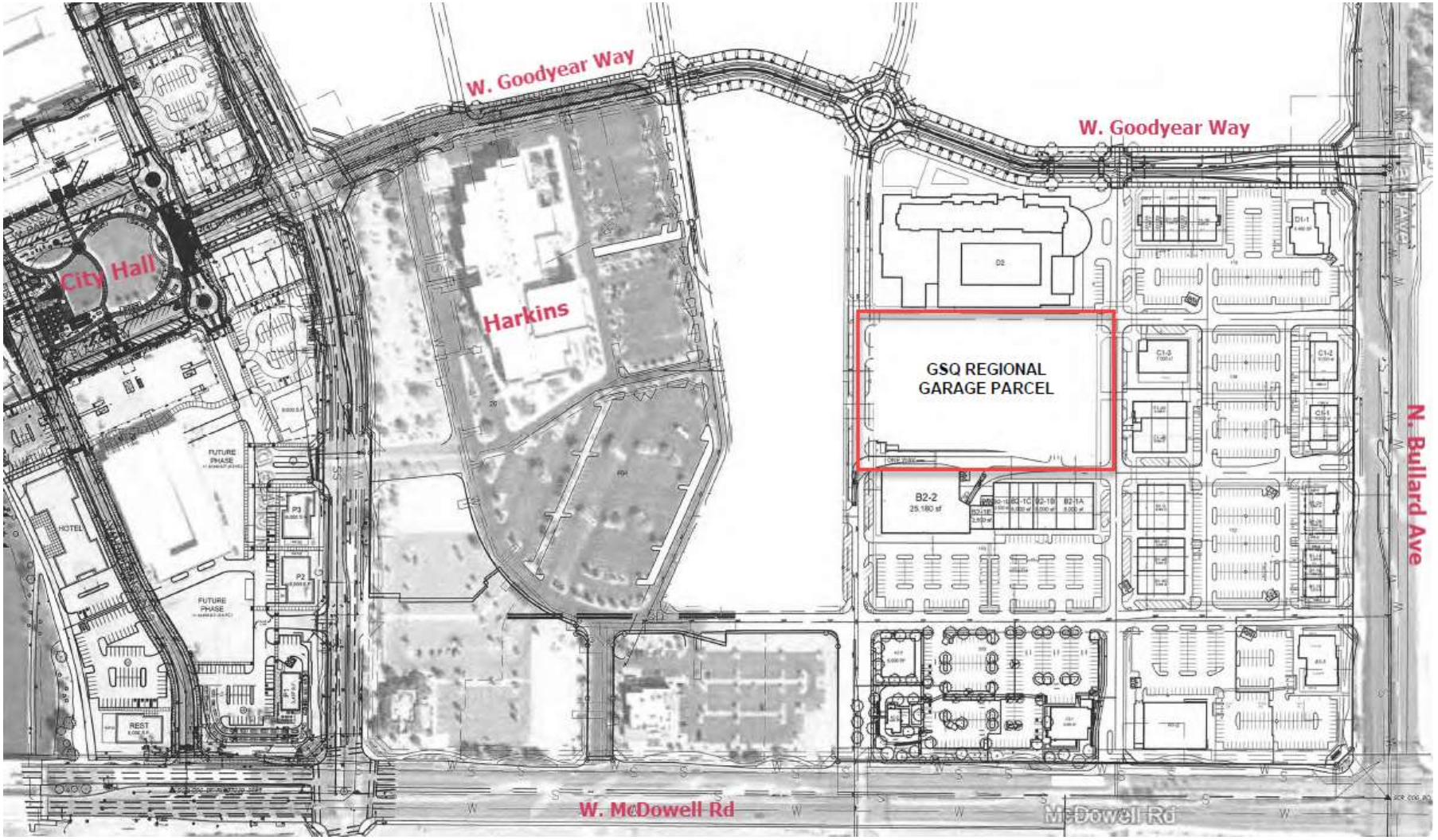
APPROVED AS TO FORM

_____
City Attorney



NELSEN PARTNERS

1"-200' GOODYEAR MASTERPLAN


W. Goodyear Way
W. Goodyear Way
City Hall
Harkins
GSQ REGIONAL
GARAGE PARCEL
N. Bullard Ave
W. McDowell Rd
McDowell Rd