City Council Regular Meeting

City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395
Monday, December 15, 2025
5:00 p.m.
AMENDED on 12/11/2025 to add Item #8

Physical access to the meeting location
will be available 30 minutes prior to the meeting.

Mayor
Joe Pizzillo

Vice Mayor
Wally Campbell

Councilmember
Brannon Hampton

Councilmember
Laura Kaino

Councilwoman
Vicki Gillis

Councilmember
Benita Beckles

Councilmember
Trey Terry



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

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

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

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

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



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

Monday, December 15, 2025 5:00 p.m. Meeting Agenda

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR PIZZILLO

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

1. **APPROVAL OF SERIES 9 (LOCATION TRANSFER WITH SAMPLING) LIQUOR LICENSE FOR SAFEWAY #1511**

   RECOMMENDATION

   Recommend approval of Application No. 366307 to the Arizona Department of Liquor Licenses and Control (DLLC) for a Series 9 (Location Transfer with Sampling) liquor license for Safeway #1511 located at 14175 W. Indian School Rd., Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

2. **APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR BAG O' CRAB**

   RECOMMENDATION

   Recommend approval of Application No. 367069 to the Arizona Department of Liquor Licenses and Control (DLLC) for a Series 12 (Restaurant) liquor license for Bag O' Crab located at 1363 N. Litchfield Rd., Goodyear, AZ 85395. (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. **CITY COUNCIL SUBCOMMITTEE APPOINTMENTS**

   RECOMMENDATION

   Recognize the 2026 City Council Subcommittee appointments, to serve until successors are appointed in 2027. (Janet Hidalgo, Assistant to the Mayor)

5. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY FOR GOODYEAR POLICE DEPARTMENT (GYPD) RECRUIT TRAINING**

RECOMMENDATION

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

6. **RESOLUTION TO JOIN THE MARICOPA COUNTY HOME CONSORTIUM**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2497 AUTHORIZING AND DIRECTING THE CITY MANAGER TO COMMUNICATE THE CITY'S DESIRE TO PARTICIPATE IN THE MARICOPA COUNTY HOME CONSORTIUM AND RECEIVE FEDERAL FUNDING UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM. (Christina Panaitescu, Community Partnerships Program Manager)

7. **RESOLUTION AUTHORIZING THE LICENSE AGREEMENT WITH LEVEL 3 COMMUNICATIONS LLC TO INSTALL A FIBER OPTIC NETWORK WITHIN THE CITY'S RIGHTS-OF-WAY**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2498 AUTHORIZING THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND LEVEL 3 COMMUNICATIONS LLC, A DELAWARE 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).

8. **AWARD OF CONTRACT WITH WBCP, INC. FOR EXECUTIVE RECRUITMENT FIRM**

RECOMMENDATION

Approval of contract for executive recruitment services to WBCP, Inc. to conduct the recruitment for City Manager. (Lyman Locket, Human Resources Director)

PUBLIC HEARINGS

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

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

9. **RESOLUTION ADOPTING A FOUR-YEAR WATER, WASTEWATER, AND SOLID WASTE RATE PLAN**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2499 ADOPTING THE PROPOSED FOUR-YEAR WATER, WASTEWATER AND SOLID WASTE RATE STRUCTURES AND PROVIDING FOR EFFECTIVE DATES. (Ryan Bittle, Finance Manager)

10. **AMENDMENT TO THE ZONING ORDINANCE RELATED TO OBJECTIVE STANDARDS, DEFINITIONS, ACCESSORY DWELLING UNITS AND MIDDLE HOUSING**

RECOMMENDATION

ADOPT ORDINANCE NO. 2025-1642, AMENDING THE GOODYEAR ZONING ORDINANCE SECTIONS 1-2-2 AND 1-4-2 OF ARTICLE 1 (ADMINISTRATION OF MANUAL); AMENDING SECTION 2-2 (DEFINITIONS); AMENDING SECTION 8-2 (C) (ACCESSORY DWELLING UNIT); AMENDING ARTICLE 9 (SPECIAL DISTRICTS) BY ADDING SECTION 9-3 (MIDDLE HOUSING OVERLAY DISTRICT). (Christian M. Williams, Planning Manager)

11. **REZONE APPROXIMATELY 1.940 ACRES FROM KING RANCH PAD TO RIO 1900 PAD**

RECOMMENDATION

Conduct the public hearing and continue the item to the January 26, 2026 Regular City Council Meeting. (Christian M. Williams, Planning Manager)

12. **RIO 1900 MINOR GENERAL PLAN AMENDMENT**

RECOMMENDATION

Conduct the public hearing and continue the item to the January 26, 2026 Regular City Council Meeting. (Christian M. Williams, Planning Manager)

13. **REZONE APPROXIMATELY 66.6 ACRES LOCATED NORTHWEST OF WEST CELEBRATE LIFE WAY AND NORTH LITCHFIELD ROAD, KNOWN AS CELEBRATION PLAZA, FROM PLANNED AREA DEVELOPMENT TO CELEBRATION PLAZA 1st AMENDED PLANNED AREA DEVELOPMENT**

RECOMMENDATION

Conduct the public hearing and continue the item to the January 26, 2026 Regular City Council Meeting. (Christian M. Williams, Planning Manager)

BUSINESS

14. **APPOINTMENT OF VICE MAYOR**

RECOMMENDATION

Appoint Vice Mayor to a one-year term beginning in January 2026, with the subsequent Vice Mayor to be selected during the 2027 Council induction. (Joe Pizzillo, Mayor)

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:

January 5, 2026	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 12/11/2025 at 4:50 p.m. by JP.

ITEM #: 1.
DATE: 12/15/2025
AI #:2958

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF SERIES 9 (LOCATION TRANSFER WITH SAMPLING) LIQUOR LICENSE FOR SAFEWAY #1511

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

OTHER PRESENTER(S):

Ryan Anderson, Agent

SUMMARY

Ryan Anderson, Agent for Safeway #1511, has submitted an application for a Series 9 (Location Transfer with Sampling) liquor license for the location at 14175 W. Indian School Rd., Goodyear, AZ 85395. The applicant is requesting that the city forward a recommendation of approval to the Arizona Department of Liquor Licenses and Control (DLLC) for consideration and issuance of the license.

STRATEGIC PLAN ALIGNMENT

SAFE & VIBRANT COMMUNITY

RECOMMENDATION

Recommend approval of Application No. 366307 to the Arizona Department of Liquor Licenses and Control (DLLC) for a Series 9 (Location Transfer with Sampling) liquor license for Safeway #1511 located at 14175 W. Indian School Rd., Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The City Clerk's office received a Series 9 (Location Transfer with Sampling) liquor license application on November 12, 2025, from the Arizona Department of Liquor Licenses and Control (DLLC) for Safeway #1511, represented by Agent Ryan Anderson.

In accordance with A.R.S. §4-201(B), the public hearing notice was posted on November 19, 2025, at the establishment for the required 20-day period. This public posting allows individuals within a one-mile radius to submit written arguments for or against the issuance of the license. No public petitions or protests were received during the posting period. The application underwent internal review by the Police Department and Development Services Department, including Code Compliance, Building and Planning & Zoning, with no objections reported. The application is included as Attachment A - DLLC Local Governing Body Report.

STAFF ANALYSIS

The requested Series 9 (Location Transfer with Sampling) licensees are required to comply with sampling regulations detailed in A.R.S.Â§4-206.01(J), 1 - 8 and is non-transferable.

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

DLLC requires key personnel (owners, agents, managers involved in daily operations) to complete state-approved management training. A licensee acting as a retail agent, authorized to purchase and accept delivery of spirituous liquor by other licensees, must receive a certificate of registration from the Department of Liquor Licenses and Control. A pregnancy warning sign for pregnant women consuming spirituous liquor must be posted within twenty (20) feet of the cash register or at point of display. The applicant confirms the owner and manager have completed the Title 4 Basic & Management training.

The City Council's recommendation will be forwarded to the DLLC for consideration in their final licensing decision.

Attachments

Attachment A - DLLC Local Governing Body Report

Attachment B - One-Mile Report and Evaluation Map

Received by the Goodyear City Clerk's Office Wednesday, November 12, 2025.

State of Arizona
Department of Liquor Licenses and Control

Created 11/12/2025 @ 02:49:46 PM

Local Governing Body Report

LICENSE

Number:	09070362	Type:	009 LIQUOR STORE
Name:	SAFEWAY #1511		
State:	Pending		
Issue Date:		Expiration Date:	12/31/2025
Original Issue Date:	06/05/1962		
Location:	14175 W INDIAN SCHOOL ROAD GOODYEAR, AZ 85338 USA		
Mailing Address:	1850 N CENTRAL AVENUE #1700 C/O BURCH & CRACCHIOLO P.A. PHOENIX, AZ 85004 USA		
Phone:	(602)234-8763		
Alt. Phone:			
Email:	BCLIQUOR@BCATTORNEYS.COM		

Currently, this license has pending applications.

AGENT

Name:	RYAN WITNER ANDERSON
Gender:	Male
Correspondence Address:	1850 N CENTRAL AVENUE #1700 C/O BURCH & CRACCHIOLO P.A. PHOENIX, AZ 85004 USA
Phone:	(602)234-8763
Alt. Phone:	(602)274-7611
Email:	BCLIQUOR@BCATTORNEYS.COM

OWNER

60th day
01-11-2026

Name:	SAFEWAY INC
Contact Name:	RYAN WITNER ANDERSON
Type:	CORPORATION
AZ CC File Number:	F00372050
State of Incorporation:	DE
Incorporation Date:	11/13/1986
Correspondence Address:	1850 N CENTRAL AVENUE #1700 C/O BURCH & CRACCHIOLO P.A. PHOENIX, AZ 85004 USA
Phone:	(602)274-8773
Alt. Phone:	
Email:	BCLIQUOR@BCATTORNEYS.COM

Officers / Stockholders

Name:	Title:	% Interest:
ALBERTSONS COMPANIES INC	Member	100.00
CODY MATTHEW PERDUE	SVP/TREAS/ASST. SEC	
MARILYN KAYE BEARDSLEY	VP/SEC	
ROBERT BRUCE LARSON	SVP/CAO	

SAFEWAY INC - VP/SEC

Name:	MARILYN KAYE BEARDSLEY
Gender:	Female
Correspondence Address:	1850 N CENTRAL AVENUE #1700 C/O BURCH & CRACCHIOLO P.A. PHOENIX, AZ 85004 USA
Phone:	(925)738-1425
Alt. Phone:	(602)234-8763
Email:	BCLIQUOR@BCATTORNEYS.COM

SAFEWAY INC - SVP/TREAS/ASST. SEC

Name:	CODY MATTHEW PERDUE
Gender:	Male
Correspondence Address:	1850 N CENTRAL AVENUE #1700 C/O BURCH & CRACCHIOLO P.A. PHOENIX, AZ 85004 USA
Phone:	(208)395-3216
Alt. Phone:	(602)234-8763
Email:	BCLIQUOR@BCATTORNEYS.COM

SAFEWAY INC - Member

Name: ALBERTSONS COMPANIES INC
Contact Name: NICHOLAS CARL GUTTILLA
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (480)304-8300
Alt. Phone:
Email: PSINES@GAMLAW.COM

SAFEWAY INC - SVP/CAO

Name: ROBERT BRUCE LARSON
Gender: Male
Correspondence Address: 1850 N CENTRAL AVENUE
#1700 C/O BURCH & CRACCHIOLO P.A.
PHOENIX, AZ 85004
USA
Phone: (208)395-5395
Alt. Phone: (602)234-8763
Email: BCLIQUOR@BCATTORNEYS.COM

MANAGERS

Name: SCOTT ALAN FARNSWORTH
Gender: Male
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (480)229-4863
Alt. Phone:
Email: PSINES@GAMLAW.COM

****

Name: COLBY MARTIN SCHWARTZ
Gender: Male
Correspondence Address: 1850 N CENTRAL AVENUE
#1700 C/O BURCH & CRACCHIOLO P.A.
PHOENIX, AZ 85004
USA
Phone: (602)284-2352
Alt. Phone: (602)234-8763
Email: BCLIQUOR@BCATTORNEYS.COM

APPLICATION INFORMATION

Application Number: 366307
Application Type: Location Transfer
Created Date: 10/28/2025

QUESTIONS & ANSWERS

009 Liquor Store

1) Are you applying for an Interim Permit (INP)?
No

4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No

12) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
Primrose School at Palm Valley - 14260 W Indian School Rd, Goodyear, AZ 85395
Approx. 1,584 feet

13) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant

14) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
unpaid rent - eviction/termination of lease

15) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
$0

16) Is there a drive through window on the premises?
No

17) If there is a patio please indicate contiguous or non-contiguous within 30 feet
N/A

18) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

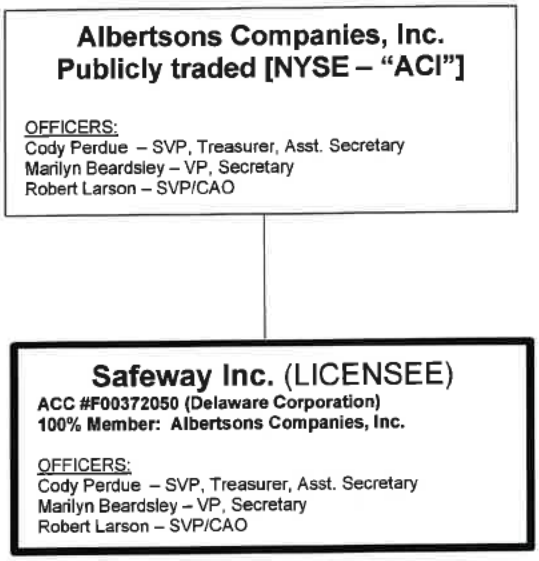
DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	Cover Letter.pdf	10/28/2025
DIAGRAM/FLOOR PLAN	Diagram.pdf	10/28/2025
ORGANIZATIONAL DOCUMENTS	Org Chart.pdf	10/28/2025
QUESTIONNAIRE	Ryan W Anderson PQ.pdf	10/28/2025
ALIEN STATUS	Ryan W Anderson Alien Status Form with DL.pdf	10/28/2025
QUESTIONNAIRE	Marilyn Beardsley PQ & Statement.pdf	10/28/2025
QUESTIONNAIRE	Robert Larson PQ & Statement.pdf	10/28/2025

QUESTIONNAIRE	Cody Perdue PQ & Statement.pdf	10/28/2025
SAMPLING PRIVILEGES	Sampling Application.pdf	10/28/2025
QUESTIONNAIRE	Colby Schwartz PQ and Training Certificates.pdf	10/28/2025
	Safeway Sampling Application Fees Receipt.pdf	11/10/2025

'25 10 30 Liqr. Dept AM 7:00

Safeway Inc.
Organizational Chart



'25 10 30 Liqr. Dept AM 6:59

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

DLLC USE ONLY

Job #:	3606307
Date Accepted:	11-12-2025
LC:	SG
License #:	

SAMPLING PRIVILEGE FOR SERIES 9 AND 10 ONLY

A non-refundable $100 fee will apply

* App pending

License #: 09070362

Applicant's Name: Ryan Witner Anderson ☑ Agent ~ **OR** ~ ☐ Sole proprietor

Business Name: Safeway #1511

Business Address: 14175 W Indian School Road (Street Address) Goodyear (City) AZ (State) Maricopa (County) 85338 (Zip Code)

Mailing Address: c/o Burch & Cracchiolo - 1850 N Central Avenue #1700 (Street Address) Phoenix (City) AZ (State) Maricopa (County) 85004 (Zip Code)

Business Phone #: (623) 935-3228 Daytime Contact #: (602) 234-8763

Email Address: bcliquor@bcattorneys.com

Series #10 Beer and Wine Store Only

I declare that I qualify as: ☐ Premises that has at least 75% of shelf space dedicated to beer and wine
☑ Premises that is 5,000 square feet or larger

SIGNATURE

Declaration:
I, (Print Name) Ryan Witner Anderson, Agent, declare under penalty of perjury that I am authorized to submit this application. I have read the contents and to the best of my knowledge believe all statements made on this application to be true, correct, and complete.

Signature: _____

LOCAL GOVERNING BOARD RECOMMENDATION

Date Received: _____

I, _____ (Government Official) _____ (Title) ☐APPROVAL ☐DISAPPROVAL

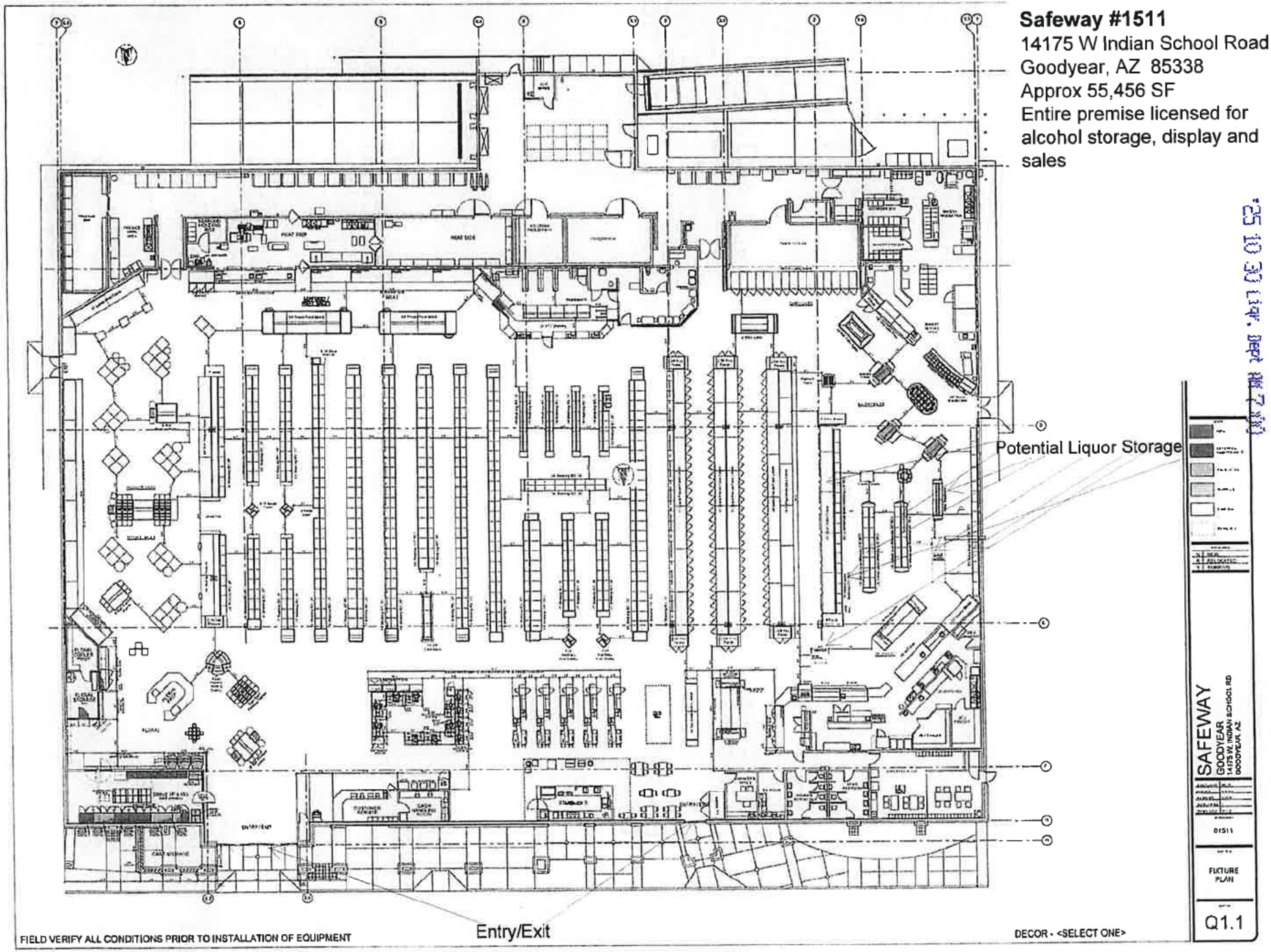
On behalf of _____ (City, Town, County) _____ (Signature) _____ (Phone) ___/___/___ (Date)

DLLC USE ONLY

Investigations: ☐Approval ☐Disapproval by: _____ Date: ___/___/___

Director Signature required for Disapprovals: _____ Date: ___/___/___

5/5/2025


Safeway #1511
14175 W Indian School Road
Goodyear, AZ 85338
Approx 55,456 SF
Entire premise licensed for alcohol storage, display and sales
'25 10 30 Liq. Dept
Potential Liquor Storage
Entry/Exit
FIELD VERIFY ALL CONDITIONS PRIOR TO INSTALLATION OF EQUIPMENT
DECOR - <SELECT ONE>
SAFEWAY
GOODYEAR
14175 W. INDIAN SCHOOL RD
GOODYEAR, AZ
01511
FIXTURE PLAN
Q1.1

'25 10 30 Liqr. Dept AM 6:59

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

Personal Information Questionnaire

DLLC USE ONLY	
Job #:	31da307
Date Accepted:	11-12-2025
LC:	SG
License #	

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

THE COMPLETED QUESTIONNAIRE NEEDS TO BE SUBMITTED TO THE DEPARTMENT ALONG WITH A $22. FEE, AND FD-258 FINGERPRINT CARD, THAT HAS BEEN SEALED IN AN ENVELOPE, AND SIGNED OR INITIALED BY THE FINGERPRINT TECHNICIAN, MUST INCLUDE THE FINGERPRINT VERIFICATION FORM. MUST BE COMPLETED BY A RECOGNIZED FINGERPRINT SERVICE OR LAW ENFORCEMENT AGENCY. 805-764

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☐ CONTROLLING PERSON ☐ MANAGER

1. Name: Anderson (Last) Ryan (First) Witner (Middle)
2. Social Security #: [redacted] (NOT a public record) Birth Date: [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: _____
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 08 / 23 / 2001
6. Email address: bcliquor@bcattorneys.com
7. Home Address: [redacted]
8. Daytime phone #: (602) 234-8763 Alternative phone #: (602) 274-7611

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: 09070362
2. Business Name (doing business as): Safeway #1511
3. Business Address: 14175 W Indian School Road, Goodyear, AZ 85338

'25 10 30 Liqr. Dept AM 7:00

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

Name of persons who will be handling the day to day operations: Colby Schwartz

SECTION 4 – BACKGROUND

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

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

SIGNATURE

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

Signature: _____ **Date:** 10/09/2025

'25 10 30 Liq. Dept AM 7:00

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

ALIEN STATUS

DLLC USE ONLY	
Job #:	3616307
Date Accepted:	11-12-2025
LC:	SG
License #:	

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

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

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

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

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Ryan Witner Anderson

SECTION II – CITIZENSHIP OR NATIONAL STATUS

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

City Pomona State CA COUNTRY USA

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

2) Name of document: Arizona Driver License

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

'25 10 30 Liqr. Dept AM 7:00

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

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

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

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

'25 10 30 Liqr. Dept AM 7:00

SECTION III – QUALIFIED ALIEN

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

Name of document provided

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

☐ 1.An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)

☐ 2.An alien who is granted asylum under Section 208 of the INA.

☐ 3.A refugee admitted to the United States under Section 207 of the INA.

☐ 4 An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5.An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6.An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7.An alien who is a Cuban/Haitian entrant.

☐ 8.An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

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

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

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

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

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

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

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

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

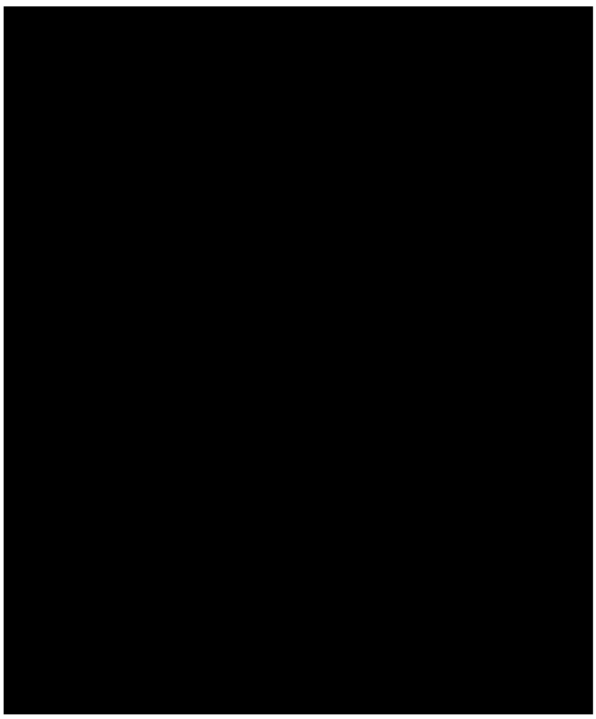
14. ***Otherwise Lawfully Present***

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

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

Ryan Witner Anderson		10/24/2025
Print Name	**Signature**	**Date**

'25 10 30 Liqr. Dept AM 7:00



'25 NOV 4 AM 8:15 AZDLLC

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

DLLC USE ONLY	
Job #:	316a307
Date Accepted:	11-12-2025
LC:	SG
License #:	

FINGERPRINT VERIFICATION

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly**.
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
5. **Write applicants name on front of sealed envelope.**

Do not give the applicant the fingerprint card without first sealing it inside the envelope.

DO NOT FOLD FINGERPRINT CARDS

Please print in the following fields:

Date 10-16-2025	**Name of Applicant:** RYAN ANDERSON
Name of Fingerprint Technician: LES FRIEDL	
Fingerprint technician's Signature: les Friedl	
Fingerprint technician's Agency/company Name: FINGERPRINT PHOENIX	**Phone Number:** 602-493-5542
Type of Photo ID Provided (check one): ☑ Driver's License ☐ Passport ☐ Other (Please specify)	

Docusign Envelope ID: 0B971EF7-1133-4BC6-815A-1D8E8AC5081E

'25 10 30 Liqr. Dept AM 7:00

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

Personal Information Questionnaire

DLLC USE ONLY	
Job #:	31de307
Date Accepted:	11-12-2025
LC:	SG
License #	

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

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

FP Current 08-29-2027

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Larson (Last) Robert (First) Bruce (Middle)
2. Social Security [redacted] (NOT a public record) Birth Date [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: CA
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: ___/___/___
6. Email address: bcliquor@bcattorneys.com
7. Home Address: [redacted]
8. Daytime phone #: (208) 395-5395 Alternative phone #: (602) 234-8763

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: 09070362
2. Business Name (doing business as): Safeway #1511
3. Business Address: 14175 W Indian School Road, Goodyear, AZ 85338

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

'25 10 30 Liqr. Dept AM 7:00

Docusign Envelope ID: 0B971EF7-1133-4BC6-815A-1D8E8AC5081E

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

Name of persons who will be handling the day to day operations: Colby Schwartz

SECTION 4 – BACKGROUND

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

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

SIGNATURE

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

Signed by:
Signature: Robert Larson 890E9F544C63436... Date: 10-06-2025 | 14:12:52 PDT

Docusign Envelope ID: 5CEEF5A7-BB7B-4076-B2AF-524437D4076A

'25 10 30 Liqr. Dept #7 00

Robert Larson - Statement for Section 4 Background Question #1 on Personal Questionnaire:

I am one of the controlling people for the following liquor licenses:

SAFEWAY #1654	AZ License # 09070310
SAFEWAY #1874	AZ License # 09100140
SAFEWAY #0048	AZ License # 09070108
SAFEWAY #0048	AZ License # 09070378
SAFEWAY #0072	AZ License # 09070411
SAFEWAY #1002	AZ License # 09070479
SAFEWAY #1055	AZ License # 09130007
SAFEWAY #1201	AZ License # 09070282
SAFEWAY #1207	AZ License # 09130022
SAFEWAY #1221	AZ License # 09070639
SAFEWAY #1225	AZ License # 09030025
SAFEWAY #1229	AZ License # 09120007
SAFEWAY #1253	AZ License # 09070373
SAFEWAY #1255	AZ License # 09100134
SAFEWAY #1275	AZ License # 09020050
SAFEWAY #1291	AZ License # 09070439
SAFEWAY #1474	AZ License # 09080027
SAFEWAY #1487	AZ License # 09070376
SAFEWAY #1491	AZ License # 09070381
SAFEWAY #1491	AZ License # COOP1260
SAFEWAY #1510	AZ License # 09070370
SAFEWAY #1511	AZ License # 09070303
SAFEWAY #1511	AZ License # 09070362
SAFEWAY #1515	AZ License # 09070386
SAFEWAY #1521	AZ License # 09100154
SAFEWAY #1534	AZ License # 09070358
SAFEWAY #1534	AZ License # 09070540
SAFEWAY #1535	AZ License # 09070389
SAFEWAY #1536	AZ License # 09040015
SAFEWAY #1543	AZ License # 09070701
SAFEWAY #1549	AZ License # 09070361
SAFEWAY #1566	AZ License # 09070367
SAFEWAY #1584	AZ License # 09070366
SAFEWAY #1584	AZ License # 09070574
SAFEWAY #1591	AZ License # 09070304
SAFEWAY #1604	AZ License # 09070678
SAFEWAY #1605	AZ License # 09070371
SAFEWAY #1637	AZ License # 09070363
SAFEWAY #1639	AZ License # 09030026

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SAFEWAY #1662	AZ License # 09070316
SAFEWAY #1663	AZ License # 09070675
SAFEWAY #1684	AZ License # 09100135
SAFEWAY #1706	AZ License # 09110025
SAFEWAY #1717	AZ License # 09070536
SAFEWAY #1732	AZ License # 09110028
SAFEWAY #1733	AZ License # 09090031
SAFEWAY #174	AZ License # 09070360
SAFEWAY #1747	AZ License # 09130030
SAFEWAY #1748	AZ License # 09070103
SAFEWAY #1748	AZ License # 09070687
SAFEWAY #1749	AZ License # 09100222
SAFEWAY #1750	AZ License # 09070233
SAFEWAY #1771	AZ License # 09100149
SAFEWAY #1819	AZ License # 09070636
SAFEWAY #1841	AZ License # 09070677
SAFEWAY #1841	AZ License # 09070710
SAFEWAY #1849	AZ License # 09070695
SAFEWAY #1887	AZ License # 09080016
SAFEWAY #1948	AZ License # 09070585
SAFEWAY #1948	AZ License # 09071000
SAFEWAY #197	AZ License # 09070736
SAFEWAY #1971	AZ License # 09070515
SAFEWAY #1979	AZ License # 09070655
SAFEWAY #1980	AZ License # 09070115
SAFEWAY #1983	AZ License # 09100244
SAFEWAY #1984	AZ License # 09100241
SAFEWAY #1986	AZ License # 09100022
SAFEWAY #1988	AZ License # 09100036
SAFEWAY #1989	AZ License # 09100019
SAFEWAY #1997	AZ License # 09070702
SAFEWAY #2017	AZ License # 09080026
SAFEWAY #2028	AZ License # 09030023
SAFEWAY #2032	AZ License # 09070377
SAFEWAY #2042	AZ License # 09070351
SAFEWAY #2044	AZ License # 09100139
SAFEWAY #2052	AZ License # 09130021
SAFEWAY #2054	AZ License # 09070383
SAFEWAY #2060	AZ License # 09100270
SAFEWAY #2069	AZ License # 09090028
SAFEWAY #2075	AZ License # 09150006
SAFEWAY #2076	AZ License # 09010010
SAFEWAY #2083	AZ License # 09020040
SAFEWAY #2083	AZ License # 09020041

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SAFEWAY #2097	AZ License # 09070368
SAFEWAY #2097	AZ License # 09070503
SAFEWAY #216	AZ License # 09080025
SAFEWAY #23	AZ License # 09070509
SAFEWAY #236	AZ License # 09070379
SAFEWAY #239	AZ License # 09090030
SAFEWAY #240	AZ License # 09070380
SAFEWAY #245	AZ License # 09130023
SAFEWAY #247	AZ License # 09070382
SAFEWAY #248	AZ License # 09080031
SAFEWAY #249	AZ License # 09030024
SAFEWAY #25	AZ License # 09070433
SAFEWAY #250	AZ License # 09100136
SAFEWAY #253	AZ License # 09110030
SAFEWAY #255	AZ License # 09100141
SAFEWAY #255	AZ License # 09100205
SAFEWAY #261	AZ License # 09020039
SAFEWAY #2618	AZ License # 09070127
SAFEWAY #2644	AZ License # 09070085
SAFEWAY #2644	AZ License # 09070627
SAFEWAY #2648	AZ License # 09050011
SAFEWAY #2651	AZ License # 09070110
SAFEWAY #267	AZ License # 09100138
SAFEWAY #2699	AZ License # 09070009
SAFEWAY #270	AZ License # 09030022
SAFEWAY #2709	AZ License # 09070369
SAFEWAY #2716	AZ License # 09070365
SAFEWAY #272	AZ License # 09020037
SAFEWAY #274	AZ License # 09130019
SAFEWAY #2799	AZ License # 09070595
SAFEWAY #2809	AZ License # 09100146
SAFEWAY #2809 FC	AZ License # 10103821
SAFEWAY #2821	AZ License # 09070638
SAFEWAY #2835	AZ License # 09110042
SAFEWAY #2922	AZ License # 09070350
SAFEWAY #2951	AZ License # 09140047
SAFEWAY #2952	AZ License # 09070571
SAFEWAY #2955	AZ License # 09070577
SAFEWAY #2985	AZ License # 09070017
SAFEWAY #2988	AZ License # 09100002
SAFEWAY #2997	AZ License # 09070589
SAFEWAY #3151	AZ License # 09070531
SAFEWAY #3173	AZ License # 09110038
SAFEWAY #3187	AZ License # 09040016

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SAFEWAY #3187	AZ License # 09040017
SAFEWAY #3189	AZ License # 09090029
SAFEWAY #3203	AZ License # 09100195
SAFEWAY #3204	AZ License # 09080024
SAFEWAY #3322	AZ License # 09100181
SAFEWAY #3322	AZ License # 09100033
SAFEWAY #3334	AZ License # 09070653
SAFEWAY #3926	AZ License # 09070291
SAFEWAY #3931	AZ License # 09140040
SAFEWAY #3941	AZ License # 09070456
SAFEWAY #3964	AZ License # 09100147
SAFEWAY #3989	AZ License # 09070407
SAFEWAY #4	AZ License # 09070068
SAFEWAY #413	AZ License # 09070388
SAFEWAY #752	AZ License # 09070349
SAFEWAY #958	AZ License # 09070064
SAFEWAY #960	AZ License # 09100150
SAFEWAY #961	AZ License # 09100031
SAFEWAY #961	AZ License # 09100133
SAFEWAY #963	AZ License # 09100151
SAFEWAY #966	AZ License # 09070418
SAFEWAY #980	AZ License # 09070256
SAFEWAY #981	AZ License # 09071002
SAFEWAY #991	AZ License # 09070520
SAFEWAY EXPRESS #5830	AZ License # 09070237
SAFEWAY EXPRESS#5808	AZ License # 09070497
SAFEWAY FUEL #5820	AZ License # 10033174
SAFEWAY FUEL #5821	AZ License # 10113147
SAFEWAY FUEL #5831	AZ License # 09070375
SAFEWAY#977	AZ License # 09070567

Signed by:

Robert Larson

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Robert Larson

Docusign Envelope ID: 5CEEF5A7-BB7B-4076-B2AF-524437D4076A

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Safeway Liquor Licenses (All of USA)

STATE	LIQUOR LICENSES
Alaska	46
Arizona	450
Arkansas	2
California	822
Colorado	280
Connecticut	6
Delaware	1
District of Columbia	12
Hawaii	42
Idaho	143
Illinois	422
Indiana	5
Iowa	1
Louisiana	38
Maine	33
Maryland	7
Massachusetts	29
Montana	88
Nebraska	5
Nevada	168
New Hampshire	31
New Jersey	10
New Mexico	23
New York	19
North Dakota	2
Oregon	211
Pennsylvania	63
South Dakota	6
Texas	413
Utah	11
Vermont	38
Virginia	108
Washington	1118
Wyoming	9

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'25 10 30 Liq. Dept #7300

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

Personal Information Questionnaire

DLLC USE ONLY	
Job #:	3606307
Date Accepted:	11-12-2025
LC:	SG
License #	

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

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

805-736

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Beardsley (Last) Marilyn (First) Kaye (Middle)
2. Social Security [redacted] (NOT a public record) Birth Date [redacted] (NOT a public record)
3. Driver's License # [redacted] (NOT a public record) State Issued: CA
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: ____/____/____
6. Email address: bcliquor@bcattorneys.com
7. Home Address [redacted]
8. Daytime phone #: (925) 738-1425 Alternative phone #: (602) 234-8763

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: 09070362
2. Business Name (doing business as): Safeway #1511
3. Business Address: 14175 W Indian School Road, Goodyear, AZ 85338

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

'25 10 30 Liq. Dept #7700

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

Name of persons who will be handling the day to day operations: Colby Schwartz

SECTION 4 – BACKGROUND

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

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

SIGNATURE

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

DocuSigned by:
Signature: Marilyn Beardsley
AB23CA841177479...

Date: 10-06-2025 | 10:49:59 PDT

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

Docusign Envelope ID: 16EF2EBF-3027-442E-AD57-06987242DB1E

'25 10 30 Liqr. Dept AM 7 00

Marilyn Beardsley - Statement for Section 4 Background Question #1 on Personal Questionnaire:

I am one of the controlling people for the following liquor licenses:

SAFEWAY #1654	AZ License # 09070310
SAFEWAY #1874	AZ License # 09100140
SAFEWAY #0048	AZ License # 09070108
SAFEWAY #0048	AZ License # 09070378
SAFEWAY #0072	AZ License # 09070411
SAFEWAY #1002	AZ License # 09070479
SAFEWAY #1055	AZ License # 09130007
SAFEWAY #1201	AZ License # 09070282
SAFEWAY #1207	AZ License # 09130022
SAFEWAY #1221	AZ License # 09070639
SAFEWAY #1225	AZ License # 09030025
SAFEWAY #1229	AZ License # 09120007
SAFEWAY #1253	AZ License # 09070373
SAFEWAY #1255	AZ License # 09100134
SAFEWAY #1275	AZ License # 09020050
SAFEWAY #1291	AZ License # 09070439
SAFEWAY #1474	AZ License # 09080027
SAFEWAY #1487	AZ License # 09070376
SAFEWAY #1491	AZ License # 09070381
SAFEWAY #1491	AZ License # COOP1260
SAFEWAY #1510	AZ License # 09070370
SAFEWAY #1511	AZ License # 09070303
SAFEWAY #1511	AZ License # 09070362
SAFEWAY #1515	AZ License # 09070386
SAFEWAY #1521	AZ License # 09100154
SAFEWAY #1534	AZ License # 09070358
SAFEWAY #1534	AZ License # 09070540
SAFEWAY #1535	AZ License # 09070389
SAFEWAY #1536	AZ License # 09040015
SAFEWAY #1543	AZ License # 09070701
SAFEWAY #1549	AZ License # 09070361
SAFEWAY #1566	AZ License # 09070367
SAFEWAY #1584	AZ License # 09070366
SAFEWAY #1584	AZ License # 09070574
SAFEWAY #1591	AZ License # 09070304
SAFEWAY #1604	AZ License # 09070678
SAFEWAY #1605	AZ License # 09070371
SAFEWAY #1637	AZ License # 09070363
SAFEWAY #1639	AZ License # 09030026

Docusign Envelope ID: 16EF2EBF-3027-442E-AD57-06987242DB1E

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SAFEWAY #1662	AZ License # 09070316
SAFEWAY #1663	AZ License # 09070675
SAFEWAY #1684	AZ License # 09100135
SAFEWAY #1706	AZ License # 09110025
SAFEWAY #1717	AZ License # 09070536
SAFEWAY #1732	AZ License # 09110028
SAFEWAY #1733	AZ License # 09090031
SAFEWAY #174	AZ License # 09070360
SAFEWAY #1747	AZ License # 09130030
SAFEWAY #1748	AZ License # 09070103
SAFEWAY #1748	AZ License # 09070687
SAFEWAY #1749	AZ License # 09100222
SAFEWAY #1750	AZ License # 09070233
SAFEWAY #1771	AZ License # 09100149
SAFEWAY #1819	AZ License # 09070636
SAFEWAY #1841	AZ License # 09070677
SAFEWAY #1841	AZ License # 09070710
SAFEWAY #1849	AZ License # 09070695
SAFEWAY #1887	AZ License # 09080016
SAFEWAY #1948	AZ License # 09070585
SAFEWAY #1948	AZ License # 09071000
SAFEWAY #197	AZ License # 09070736
SAFEWAY #1971	AZ License # 09070515
SAFEWAY #1979	AZ License # 09070655
SAFEWAY #1980	AZ License # 09070115
SAFEWAY #1983	AZ License # 09100244
SAFEWAY #1984	AZ License # 09100241
SAFEWAY #1986	AZ License # 09100022
SAFEWAY #1988	AZ License # 09100036
SAFEWAY #1989	AZ License # 09100019
SAFEWAY #1997	AZ License # 09070702
SAFEWAY #2017	AZ License # 09080026
SAFEWAY #2028	AZ License # 09030023
SAFEWAY #2032	AZ License # 09070377
SAFEWAY #2042	AZ License # 09070351
SAFEWAY #2044	AZ License # 09100139
SAFEWAY #2052	AZ License # 09130021
SAFEWAY #2054	AZ License # 09070383
SAFEWAY #2060	AZ License # 09100270
SAFEWAY #2069	AZ License # 09090028
SAFEWAY #2075	AZ License # 09150006
SAFEWAY #2076	AZ License # 09010010
SAFEWAY #2083	AZ License # 09020040
SAFEWAY #2083	AZ License # 09020041

Docusign Envelope ID: 16EF2EBF-3027-442E-AD57-06987242DB1E

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SAFEWAY #2097	AZ License # 09070368
SAFEWAY #2097	AZ License # 09070503
SAFEWAY #216	AZ License # 09080025
SAFEWAY #23	AZ License # 09070509
SAFEWAY #236	AZ License # 09070379
SAFEWAY #239	AZ License # 09090030
SAFEWAY #240	AZ License # 09070380
SAFEWAY #245	AZ License # 09130023
SAFEWAY #247	AZ License # 09070382
SAFEWAY #248	AZ License # 09080031
SAFEWAY #249	AZ License # 09030024
SAFEWAY #25	AZ License # 09070433
SAFEWAY #250	AZ License # 09100136
SAFEWAY #253	AZ License # 09110030
SAFEWAY #255	AZ License # 09100141
SAFEWAY #255	AZ License # 09100205
SAFEWAY #261	AZ License # 09020039
SAFEWAY #2618	AZ License # 09070127
SAFEWAY #2644	AZ License # 09070085
SAFEWAY #2644	AZ License # 09070627
SAFEWAY #2648	AZ License # 09050011
SAFEWAY #2651	AZ License # 09070110
SAFEWAY #267	AZ License # 09100138
SAFEWAY #2699	AZ License # 09070009
SAFEWAY #270	AZ License # 09030022
SAFEWAY #2709	AZ License # 09070369
SAFEWAY #2716	AZ License # 09070365
SAFEWAY #272	AZ License # 09020037
SAFEWAY #274	AZ License # 09130019
SAFEWAY #2799	AZ License # 09070595
SAFEWAY #2809	AZ License # 09100146
SAFEWAY #2809 FC	AZ License # 10103821
SAFEWAY #2821	AZ License # 09070638
SAFEWAY #2835	AZ License # 09110042
SAFEWAY #2922	AZ License # 09070350
SAFEWAY #2951	AZ License # 09140047
SAFEWAY #2952	AZ License # 09070571
SAFEWAY #2955	AZ License # 09070577
SAFEWAY #2985	AZ License # 09070017
SAFEWAY #2988	AZ License # 09100002
SAFEWAY #2997	AZ License # 09070589
SAFEWAY #3151	AZ License # 09070531
SAFEWAY #3173	AZ License # 09110038
SAFEWAY #3187	AZ License # 09040016

Docusign Envelope ID: 16EF2EBF-3027-442E-AD57-06987242DB1E

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SAFEWAY #3187	AZ License # 09040017
SAFEWAY #3189	AZ License # 09090029
SAFEWAY #3203	AZ License # 09100195
SAFEWAY #3204	AZ License # 09080024
SAFEWAY #3322	AZ License # 09100181
SAFEWAY #3322	AZ License # 09100033
SAFEWAY #3334	AZ License # 09070653
SAFEWAY #3926	AZ License # 09070291
SAFEWAY #3931	AZ License # 09140040
SAFEWAY #3941	AZ License # 09070456
SAFEWAY #3964	AZ License # 09100147
SAFEWAY #3989	AZ License # 09070407
SAFEWAY #4	AZ License # 09070068
SAFEWAY #413	AZ License # 09070388
SAFEWAY #752	AZ License # 09070349
SAFEWAY #958	AZ License # 09070064
SAFEWAY #960	AZ License # 09100150
SAFEWAY #961	AZ License # 09100031
SAFEWAY #961	AZ License # 09100133
SAFEWAY #963	AZ License # 09100151
SAFEWAY #966	AZ License # 09070418
SAFEWAY #980	AZ License # 09070256
SAFEWAY #981	AZ License # 09071002
SAFEWAY #991	AZ License # 09070520
SAFEWAY EXPRESS #5830	AZ License # 09070237
SAFEWAY EXPRESS#5808	AZ License # 09070497
SAFEWAY FUEL #5820	AZ License # 10033174
SAFEWAY FUEL #5821	AZ License # 10113147
SAFEWAY FUEL #5831	AZ License # 09070375
SAFEWAY#977	AZ License # 09070567

DocuSigned by:

Marilyn Beardsley

AB23CA6411747B...

Marilyn Beardsley

Docusign Envelope ID: 16EF2EBF-3027-442E-AD57-06987242DB1E

'25 10 30 Liqr. Dept AM 7:00

Safeway Liquor Licenses (All of USA)

STATE	LIQUOR LICENSES
Alaska	46
Arizona	450
Arkansas	2
California	822
Colorado	280
Connecticut	6
Delaware	1
District of Columbia	12
Hawaii	42
Idaho	143
Illinois	422
Indiana	5
Iowa	1
Louisiana	38
Maine	33
Maryland	7
Massachusetts	29
Montana	88
Nebraska	5
Nevada	168
New Hampshire	31
New Jersey	10
New Mexico	23
New York	19
North Dakota	2
Oregon	211
Pennsylvania	63
South Dakota	6
Texas	413
Utah	11
Vermont	38
Virginia	108
Washington	1118
Wyoming	9

'25 10 30 Liq. Dept AM 7:01

Docusign Envelope ID: 76880697-66CD-4E22-B2B1-86021FA61ABC

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

Personal Information Questionnaire

DLLC USE ONLY	
Job #:	360307
Date Accepted:	11-12-2025
LC:	SG
License #	

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

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

FP current 08-08-2027

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Perdue (Last) Cody (First) Matthew (Middle)
2. Social Security [redacted] (NOT a public record) Birth Date [redacted] (NOT a public record)
3. Driver's License [redacted] (NOT a public record) State Issued: ID
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: ____/____/____
6. Email address: bcliquor@bcattorneys.com
7. Home Address [redacted]
8. Daytime phone #: (208) 395-3216 Alternative phone #: (602) 234-8763

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: 09070362
2. Business Name (doing business as): Safeway #1511
3. Business Address: 14175 W Indian School Road, Goodyear, AZ 85338

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

'25 10 30 Liqr. Dept AM 7:01

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

Name of persons who will be handling the day to day operations: Colby Schwartz

SECTION 4 – BACKGROUND

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

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

SIGNATURE

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

Signature: DocuSigned by: 9B006A7DEB9848C... Date: 10-07-2025 | 19:22:58 PDT

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

Docusign Envelope ID: 6DFDE910-8C18-4483-B882-A6BC13826605

'25 10 30 Liqr. Dept AM 7:01

Cody Perdue - Statement for Section 4 Background Question #1 on Personal Questionnaire:

I am one of the controlling people for the following liquor licenses:

SAFEWAY #1654	AZ License # 09070310
SAFEWAY #1874	AZ License # 09100140
SAFEWAY #0048	AZ License # 09070108
SAFEWAY #0048	AZ License # 09070378
SAFEWAY #0072	AZ License # 09070411
SAFEWAY #1002	AZ License # 09070479
SAFEWAY #1055	AZ License # 09130007
SAFEWAY #1201	AZ License # 09070282
SAFEWAY #1207	AZ License # 09130022
SAFEWAY #1221	AZ License # 09070639
SAFEWAY #1225	AZ License # 09030025
SAFEWAY #1229	AZ License # 09120007
SAFEWAY #1253	AZ License # 09070373
SAFEWAY #1255	AZ License # 09100134
SAFEWAY #1275	AZ License # 09020050
SAFEWAY #1291	AZ License # 09070439
SAFEWAY #1474	AZ License # 09080027
SAFEWAY #1487	AZ License # 09070376
SAFEWAY #1491	AZ License # 09070381
SAFEWAY #1491	AZ License # COOP1260
SAFEWAY #1510	AZ License # 09070370
SAFEWAY #1511	AZ License # 09070303
SAFEWAY #1511	AZ License # 09070362
SAFEWAY #1515	AZ License # 09070386
SAFEWAY #1521	AZ License # 09100154
SAFEWAY #1534	AZ License # 09070358
SAFEWAY #1534	AZ License # 09070540
SAFEWAY #1535	AZ License # 09070389
SAFEWAY #1536	AZ License # 09040015
SAFEWAY #1543	AZ License # 09070701
SAFEWAY #1549	AZ License # 09070361
SAFEWAY #1566	AZ License # 09070367
SAFEWAY #1584	AZ License # 09070366
SAFEWAY #1584	AZ License # 09070574
SAFEWAY #1591	AZ License # 09070304
SAFEWAY #1604	AZ License # 09070678
SAFEWAY #1605	AZ License # 09070371
SAFEWAY #1637	AZ License # 09070363
SAFEWAY #1639	AZ License # 09030026

Docusign Envelope ID: 6DFDE910-8C18-4483-B882-A6BC13826605

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SAFEWAY #1662	AZ License # 09070316
SAFEWAY #1663	AZ License # 09070675
SAFEWAY #1684	AZ License # 09100135
SAFEWAY #1706	AZ License # 09110025
SAFEWAY #1717	AZ License # 09070536
SAFEWAY #1732	AZ License # 09110028
SAFEWAY #1733	AZ License # 09090031
SAFEWAY #174	AZ License # 09070360
SAFEWAY #1747	AZ License # 09130030
SAFEWAY #1748	AZ License # 09070103
SAFEWAY #1748	AZ License # 09070687
SAFEWAY #1749	AZ License # 09100222
SAFEWAY #1750	AZ License # 09070233
SAFEWAY #1771	AZ License # 09100149
SAFEWAY #1819	AZ License # 09070636
SAFEWAY #1841	AZ License # 09070677
SAFEWAY #1841	AZ License # 09070710
SAFEWAY #1849	AZ License # 09070695
SAFEWAY #1887	AZ License # 09080016
SAFEWAY #1948	AZ License # 09070585
SAFEWAY #1948	AZ License # 09071000
SAFEWAY #197	AZ License # 09070736
SAFEWAY #1971	AZ License # 09070515
SAFEWAY #1979	AZ License # 09070655
SAFEWAY #1980	AZ License # 09070115
SAFEWAY #1983	AZ License # 09100244
SAFEWAY #1984	AZ License # 09100241
SAFEWAY #1986	AZ License # 09100022
SAFEWAY #1988	AZ License # 09100036
SAFEWAY #1989	AZ License # 09100019
SAFEWAY #1997	AZ License # 09070702
SAFEWAY #2017	AZ License # 09080026
SAFEWAY #2028	AZ License # 09030023
SAFEWAY #2032	AZ License # 09070377
SAFEWAY #2042	AZ License # 09070351
SAFEWAY #2044	AZ License # 09100139
SAFEWAY #2052	AZ License # 09130021
SAFEWAY #2054	AZ License # 09070383
SAFEWAY #2060	AZ License # 09100270
SAFEWAY #2069	AZ License # 09090028
SAFEWAY #2075	AZ License # 09150006
SAFEWAY #2076	AZ License # 09010010
SAFEWAY #2083	AZ License # 09020040
SAFEWAY #2083	AZ License # 09020041

Docusign Envelope ID: 6DFDE910-8C18-4483-B882-A6BC13826605

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SAFEWAY #2097	AZ License # 09070368
SAFEWAY #2097	AZ License # 09070503
SAFEWAY #216	AZ License # 09080025
SAFEWAY #23	AZ License # 09070509
SAFEWAY #236	AZ License # 09070379
SAFEWAY #239	AZ License # 09090030
SAFEWAY #240	AZ License # 09070380
SAFEWAY #245	AZ License # 09130023
SAFEWAY #247	AZ License # 09070382
SAFEWAY #248	AZ License # 09080031
SAFEWAY #249	AZ License # 09030024
SAFEWAY #25	AZ License # 09070433
SAFEWAY #250	AZ License # 09100136
SAFEWAY #253	AZ License # 09110030
SAFEWAY #255	AZ License # 09100141
SAFEWAY #255	AZ License # 09100205
SAFEWAY #261	AZ License # 09020039
SAFEWAY #2618	AZ License # 09070127
SAFEWAY #2644	AZ License # 09070085
SAFEWAY #2644	AZ License # 09070627
SAFEWAY #2648	AZ License # 09050011
SAFEWAY #2651	AZ License # 09070110
SAFEWAY #267	AZ License # 09100138
SAFEWAY #2699	AZ License # 09070009
SAFEWAY #270	AZ License # 09030022
SAFEWAY #2709	AZ License # 09070369
SAFEWAY #2716	AZ License # 09070365
SAFEWAY #272	AZ License # 09020037
SAFEWAY #274	AZ License # 09130019
SAFEWAY #2799	AZ License # 09070595
SAFEWAY #2809	AZ License # 09100146
SAFEWAY #2809 FC	AZ License # 10103821
SAFEWAY #2821	AZ License # 09070638
SAFEWAY #2835	AZ License # 09110042
SAFEWAY #2922	AZ License # 09070350
SAFEWAY #2951	AZ License # 09140047
SAFEWAY #2952	AZ License # 09070571
SAFEWAY #2955	AZ License # 09070577
SAFEWAY #2985	AZ License # 09070017
SAFEWAY #2988	AZ License # 09100002
SAFEWAY #2997	AZ License # 09070589
SAFEWAY #3151	AZ License # 09070531
SAFEWAY #3173	AZ License # 09110038
SAFEWAY #3187	AZ License # 09040016

Docusign Envelope ID: 6DFDE910-8C18-4483-B882-A6BC13826605

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SAFEWAY #3187	AZ License # 09040017
SAFEWAY #3189	AZ License # 09090029
SAFEWAY #3203	AZ License # 09100195
SAFEWAY #3204	AZ License # 09080024
SAFEWAY #3322	AZ License # 09100181
SAFEWAY #3322	AZ License # 09100033
SAFEWAY #3334	AZ License # 09070653
SAFEWAY #3926	AZ License # 09070291
SAFEWAY #3931	AZ License # 09140040
SAFEWAY #3941	AZ License # 09070456
SAFEWAY #3964	AZ License # 09100147
SAFEWAY #3989	AZ License # 09070407
SAFEWAY #4	AZ License # 09070068
SAFEWAY #413	AZ License # 09070388
SAFEWAY #752	AZ License # 09070349
SAFEWAY #958	AZ License # 09070064
SAFEWAY #960	AZ License # 09100150
SAFEWAY #961	AZ License # 09100031
SAFEWAY #961	AZ License # 09100133
SAFEWAY #963	AZ License # 09100151
SAFEWAY #966	AZ License # 09070418
SAFEWAY #980	AZ License # 09070256
SAFEWAY #981	AZ License # 09071002
SAFEWAY #991	AZ License # 09070520
SAFEWAY EXPRESS #5830	AZ License # 09070237
SAFEWAY EXPRESS#5808	AZ License # 09070497
SAFEWAY FUEL #5820	AZ License # 10033174
SAFEWAY FUEL #5821	AZ License # 10113147
SAFEWAY FUEL #5831	AZ License # 09070375
SAFEWAY#977	AZ License # 09070567

DocuSigned by:

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Cody Perdue

Docusign Envelope ID: 6DFDE910-8C18-4483-B882-A6BC13826605

'25 10 30 Liqr. Dept AM 7:01

Safeway Liquor Licenses (All of USA)

STATE	LIQUOR LICENSES
Alaska	46
Arizona	450
Arkansas	2
California	822
Colorado	280
Connecticut	6
Delaware	1
District of Columbia	12
Hawaii	42
Idaho	143
Illinois	422
Indiana	5
Iowa	1
Louisiana	38
Maine	33
Maryland	7
Massachusetts	29
Montana	88
Nebraska	5
Nevada	168
New Hampshire	31
New Jersey	10
New Mexico	23
New York	19
North Dakota	2
Oregon	211
Pennsylvania	63
South Dakota	6
Texas	413
Utah	11
Vermont	38
Virginia	108
Washington	1118
Wyoming	9

'25 10 30 Liqr. Dept AM 7:00

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

DLLC USE ONLY	
Job #:	306307
Date Accepted:	11-12-2025
LC:	SG
License #	

Personal Information Questionnaire

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

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

FP current 09-06-2026

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☒ MANAGER

1. Name: Schwartz (Last) Colby (First) Martin (Middle)
2. Social Security [redacted] (NOT a public record) Birth Date [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: AZ
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 06 / 20 / 2001
6. Email address: bcliquor@bcattorneys.com
7. Home Address [redacted]
8. Daytime phone #: (602) 284-2352 Alternative phone #: (602) 234-8763

SECTION 2 – LICENSED BUSINESS INFORMATION

1. License Number: 09070362
2. Business Name (doing business as): Safeway #1511
3. Business Address: 14175 W Indian School Road, Goodyear, AZ 85338

'25 10 30 Liqr. Dept AM 7:00

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

Name of persons who will be handling the day to day operations: Colby Schwartz

SECTION 4 – BACKGROUND

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

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

SIGNATURE

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

Signature: _____ **Date:** 10/09/2025

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

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

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

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

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

Student Information

Colby Schwartz
Full Name (please print)

Signature

08/13/2024
Training Completion Date

08/13/2027
Certificate Expiration Date
(three years from completion date)

Training Provider Information

ABC – Arizona Business Council for Alcohol Education
Company Name

8155 North 24th Avenue, Suite A; Phoenix, Arizona 85021
Mailing Address

(602) 285-1396
Daytime Contact Phone Number

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

Instructor Signature

8 / 13 / 2024
Day Mo Year

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

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

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

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

ABCA-112 REV. 11/16

'25 AUG 30 Liq. Dept AM 7:03

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

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

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

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

Student Information

Colby Schwartz
Full Name (please print)

Signature

08/16/2024
Training Completion Date

08/16/2027
Certificate Expiration Date
(three years from completion date)

Training Provider Information

ABC – Arizona Business Council for Alcohol Education
Company Name

8155 North 24th Avenue, Suite A; Phoenix, Arizona 85021
Mailing Address

(602) 285-1396
Daytime Contact Phone Number

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

Instructor Signature

8 / 16 / 2024
Day Mo Year

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

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)
Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)
Bar (series 6)
Private Club (series 14)
Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

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

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

ABCA-121 REV. 06/18

'25 10 30 Liq. Dept Rec'd

Liquor Licenses within One Mile – Safeway #1511

Applicant Address: 14175 W. Indian School Rd., Goodyear, AZ 85395

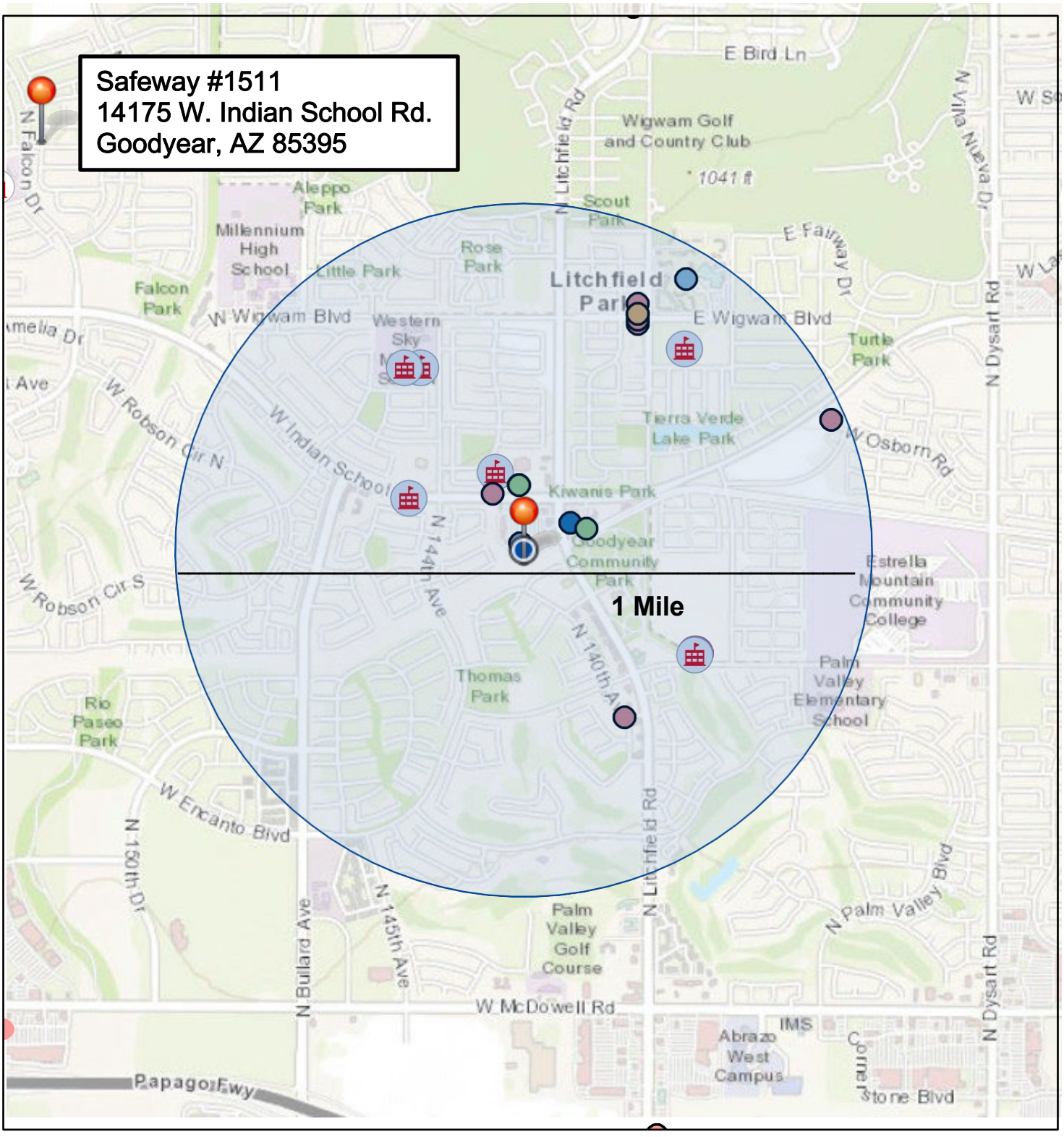
Liquor Establishments				
Business Name	**Address**	**Distance from Applicant Address**		**License Series**
BELLA LUNA	14175 W INDIAN SCHOOL RD. -4	120.97	ft.	12
SAFEWAY #1511	14175 W INDIAN SCHOOL RD.	120.97	ft.	9, 9S
CLUBHOUSE GRILL AZ	14175 W INDIAN SCHOOL RD. C-1	120.97	ft.	6
WALGREENS #3657	3361 N LITCHFIELD RD.	814.20	ft.	9
LUCKY BUDDHA	14270 W INDIAN SCHOOL RD. -1	986.65	ft.	12
COBBLESTONE AUTO SPA & MARKET #33	14031 W INDIAN SCHOOL RD.	998.18	ft.	10
WAL MART NEIGHBORHOOD MARKET #3604	14200 W INDIAN SCHOOL RD.	999.71	ft.	9, 9S
AZULEJO COCINA MEXICANA	2700 N LITCHFIELD RD.	2,966.51	ft.	12
PARK CAFE	44 N OLD LITCHFIELD RD.	3,864.68	ft.	12
LAZY PALM SPORTS GRILL	76 N OLD LITCHFIELD RD.	3,920.37	ft.	12
OLD PUEBLO CAFE	102 N OLD LITCHFIELD RD.	4,000.44	ft.	12, COO
PAPA PAULS	118 N OLD LITCHFIELD RD.	4,137.23	ft.	12
WIGWAM GOLF RESORT & SPA	300 E WIGWAM BLVD.	4,812.93	ft.	6
LA BONA PASTA	13321 W INDIAN SCHOOL RD.	5,056.60	ft.	12

Schools		
Business Name	**Address**	**Distance from Applicant Address**
PRIMROSE AT PALM VALLEY	14260 W INDIAN SCHOOL RD.	
ST. THOMAS AQUINAS	13720 W THOMAS RD.	
WESTERN SKY MIDDLE SCHOL	4095 N 144Th AVE.	
LITCHFIELD ELEMENTARY	255 E WIGWAM BLVD.	
MILLENNIUM HIGH SCHOOL	14802 W WIGWAM BLVD.	
PALM VALLEY ELEMENTARY	2801 N 135Th AVE.	

Series Legend

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

Liquor License Evaluation Map



11/17/2025, 11:22:36 AM

1:30,645

0 0.2 0.4 0.8 mi

0 0.35 0.7 1.4 km

Liquor Licenses

- Bar
- Beer and Wine Bar
- Beer and Wine Store
- Bring Your Own
- Co-Ops
- Cocktails To Go
- Hotel / Motel
- Liquor Store
- Liquor Store Sampling
- Restaurant
- Restaurant Growler
- Other

PHX GIS, City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

ITEM #: 2.
DATE: 12/15/2025
AI #:2966

CITY COUNCIL ACTION REPORT

SUBJECT: **APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR BAG O' CRAB**

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

OTHER PRESENTER(S):

Nian Chai Lin, Agent

SUMMARY

Nian Chai Lin, Agent for Bag O' Crab, has submitted an application for a Series 12 (Restaurant) liquor license for the location at 1363 N. Litchfield Rd., Goodyear, AZ 85395. The applicant is requesting that the city forward a recommendation of approval to the Arizona Department of Liquor Licenses and Control (DLLC) for consideration and issuance of the license.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Recommend approval of Application No. 367069 to the Arizona Department of Liquor Licenses and Control (DLLC) for a Series 12 (Restaurant) liquor license for Bag O' Crab located at 1363 N. Litchfield Rd., Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The City Clerk's office received a Series 12 (Restaurant) liquor license application on November 17, 2025, from the Arizona Department of Liquor Licenses and Control (DLLC) for Bag O' Crab, represented by Agent Nian Chai Lin.

In accordance with A.R.S. §4-201(B), the public hearing notice was posted on November 19, 2025, at the establishment for the required 20-day period. This public posting allows individuals within a one-mile radius to submit written arguments for or against the issuance of the license. No public petitions or protests were received during the posting period. The application underwent internal review by the Police Department and Development Services Department, including Code Compliance, Building and Planning & Zoning, with no objections reported. The application is included as Attachment A - DLLC Local Governing Body Report.

STAFF ANALYSIS

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

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

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

The City Council's recommendation will be forwarded to the DLLC for consideration in their final licensing decision.

Attachments

Attachment A - DLLC Local Governing Body Report

Attachment B - One-Mile Report and Evaluation Map

Received by the Goodyear City Clerk's Office Monday, November 17, 2025.

State of Arizona
Department of Liquor Licenses and Control

Created 11/17/2025 @ 01:55:02 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	BAG O' CRAB		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1363 N LITCHFIELD ROAD GOODYEAR, AZ 85395 USA		
Mailing Address:	11110 N TATUM BOULEVARD #100 PHOENIX, AZ 85028 USA		
Phone:	(602)996-0125		
Alt. Phone:	(602)653-8885		
Email:	NIANCHAI1983@GMAIL.COM		

AGENT

Name:	NIAN CHAI LIN
Gender:	Male
Correspondence Address:	11110 N TATUM BOULEVARD #100 PHOENIX, AZ 85028 USA
Phone:	(602)653-8885
Alt. Phone:	
Email:	NIANCHAI1983@GMAIL.COM

OWNER

60th day: 1/16/2026

105th day: 2/13/2026

Name:	SEA HOUSE TUCSON LLC
Contact Name:	NIAN CHAI LIN
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	237775828 State of Incorporation: AZ
Incorporation Date:	01/20/2025
Correspondence Address:	11110 N TATUM BOULEVARD #100 PHOENIX, AZ 85028 USA
Phone:	(602)653-8885
Alt. Phone:	
Email:	NIANCHAI1983@GMAIL.COM

Officers / Stockholders

Name:	Title:	% Interest:
NIAN CHAI LIN	Member	80.00
SHAN BAO GUO	Member	20.00

SEA HOUSE TUCSON LLC - Member

Name:	SHAN BAO GUO
Gender:	Male
Correspondence Address:	11110 N TATUM BOULEVARD #100 PHOENIX, AZ 85028 USA
Phone:	(626)688-9022
Alt. Phone:	
Email:	SHANGUO853@GMAIL.COM

SEA HOUSE TUCSON LLC - Member

Name:	NIAN CHAI LIN
Gender:	Male
Correspondence Address:	11110 N TATUM BOULEVARD #100 PHOENIX, AZ 85028 USA
Phone:	(602)653-8885
Alt. Phone:	
Email:	NIANCHAI1983@GMAIL.COM

APPLICATION INFORMATION

Application Number: 367069
Application Type: New Application
Created Date: 11/04/2025

QUESTIONS & ANSWERS

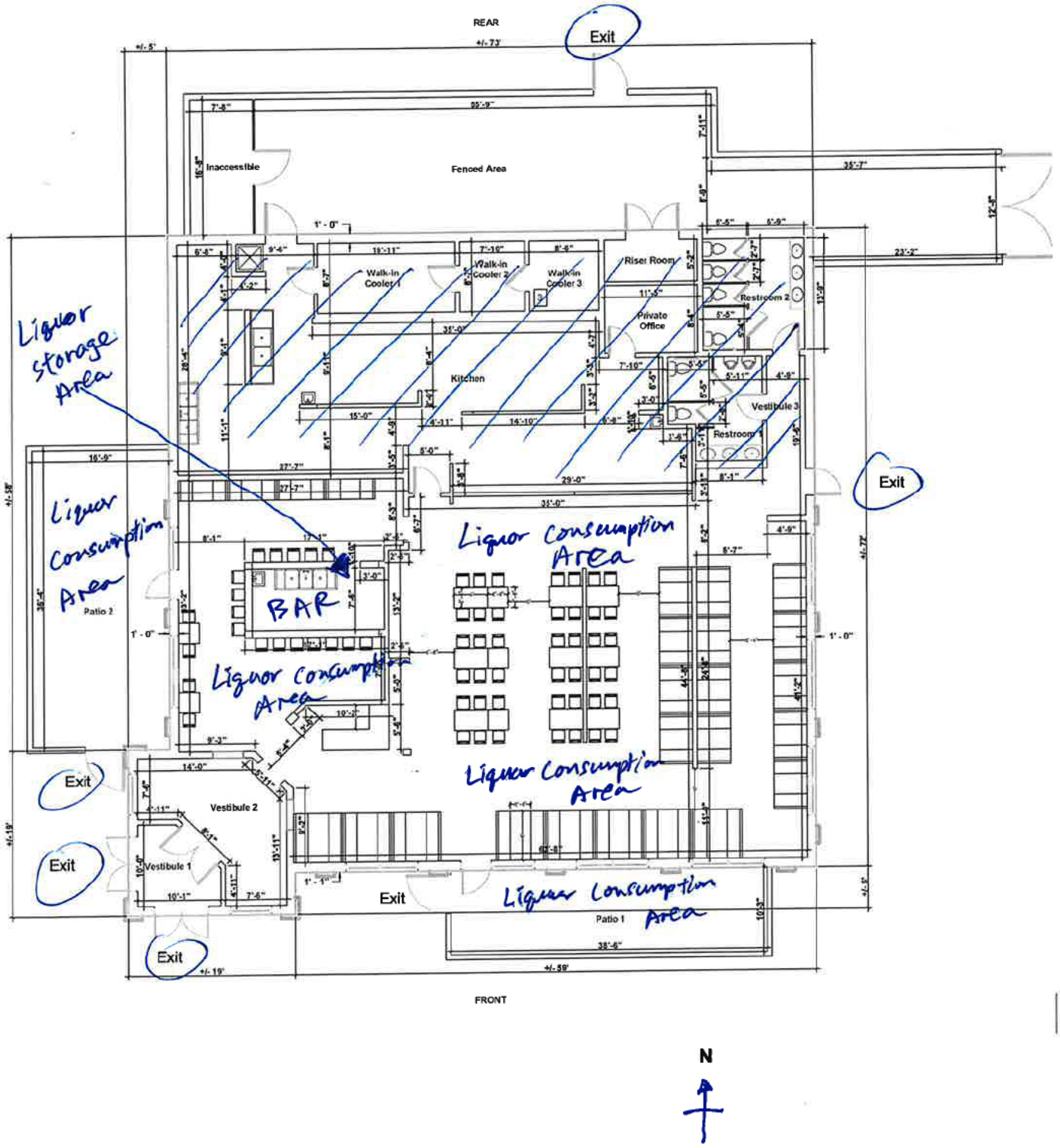
012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   TENTANT
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the penalty?
   ADDITIONAL 5% OF BASE RENT
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
6) Are there walk-up or drive-through windows on the premises?
   No
7) Does the establishment have a patio?
   Yes
   Is the patio contiguous or non-contiguous (within 30 feet)?
   CONTIGUOUS
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   10/31/2025
9) What type of business will this license be used for?
   RESTAURANT

'25 OCT 31 AM 8:24 AZDLLC

Sea House Tucson LLC dba Bag O' Crab
1363 N Litchfield Rd., Goodyear, Arizona 85395

Total Square footage - 4500 Sq. ft



'25 OCT 8 Liqr. Lic. AM 8:33
'25 OCT 31 AM 8:24 AZDLLC

RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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

Type or Print with Black Ink

1. Name of restaurant (Please print): Bag O' Crab

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS	
Grill	MoTak MR10-RGB24-N-C-S 60" 6 Burner Gas Range w/ Griddle & Broiler
Oven	MoTak MR10-RGB24-N-C-S 2 Standard Ovens - 30,000 BTU
Freezer	Amerikooler QF080877**FBRF-448A 8' x 8' Indoor Walk-In Freezer
Refrigerator	Amerikooler QC081272**N 8' x 16' Indoor Walk-In Cooler
Sink	Splash 3 Compartment Sink w/ 14"L x 16"W, 12" Deep
Dish Washing Facilities	Rental - to be determine
Food Preparation Counter (Dimensions)	Blue Air BLMT72-HC 3 doors All stainless Mega Top Prep Table 72" wide
Other	Vulcan 2GR45MF Gas Fryer - (2) 50 lb Vats, 240,000 BTU

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

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

(**Do not include kitchen, bar, hi-top tables, or game area.**) 60 %

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

(**If yes, what percentage of the public floor space does this area cover?**) 3 %

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

a) Restaurant dining area of your premises: [154]

(DO NOT INCLUDE PATIO SEATING)
b) Bar area [+ 16]

TOTAL [= 170]

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

'25 OCT 31 AM 8:24 MCALLC

'25 OCT 8 Liqr. Lic. AM 8:33

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

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

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

5-TV's

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

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

10. List number of employees for each position:

Position	How many
Cooks	3
Bartenders	1
Hostesses	1
Managers	1
Servers	6
Other (Kitchen staffs)	3
Other ( )	
Other ( )	

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

Applicant Signature: X

'25 OCT 8 Liqr. Lic. AM 8:34
'25 OCT 31 AM 8:24 AZDLLC

RECORDS REQUIRED FOR AUDIT
RESTAURANT/HOTEL/MOTEL

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

Type or Print with Black Ink

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

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

11. **General Ledger**

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

12. **Tax Records**

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

'25 OCT 8 Liq. Lic. AM 8:34
'25 OCT 31 AM 8:24 AZDLLC

13. **Payroll Records**

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

B. Employee Log (A.R.S. §4-119)

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

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

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

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

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

C. All coupons/specials/discounts

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

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

Applicant Signature: X

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

PO BOY & ROLLS

(Includes French fries. Upgrade to salad, onion ring or other fries for extra $1)

Shrimp Po Boy	$12.95
Fish Po Boy	$12.95
Maine Style Lobster Roll	$25.95

LUNCH SPECIALS

(Available weekdays until 3pm, exclude holidays)

Louisiana Chicken - $13.95



Grilled Beef - $13.95



Cajun Fish - $13.95



Louisiana Shrimp - $14.95





Half Grilled Beef –
Half Louisiana Chicken
Comes with Rice
$14.95

DESSERTS

Häagen-Dazs	$2.95
(Flavors: Strawberry, Vanilla, Chocolate)	
Tiramisu	$5.95
Cheesecake	$5.95

DRINKS

BOTTLED BEER $6.00

(Dine in only)

Modelo	805
Pacifico	Michelob Ultra
Corona Extra	Bud Light
Stella Artois	Estrella Jalisco

DRAFT BEER $8.00

(Dine in only)

Modelo	Modelo Negra
Blue Moon	Coors Light
Mango Cart	Lagunitas IPA
Maui Waui IPA	Ace Pineapple Cider

WINE GLASS $6.95 | BOTTLE $29.95

(Dine in only)

Merlot	Sauvignon Blanc
Chardonnay	Cabernet Sauvignon

CANNED $2.50

Coke	Diet Coke
Sprite	

FOUNTAIN DRINKS (free refills) $3.50

Coke	Diet Coke
Sprite	Lemonade
Orange Soda	Root Beer
Sweet Iced Tea	Unsweetened Iced Tea

Bag o' Crab

1363 N Litchfield Rd.,
Goodyear, AZ 85395

bagocrabusa.com



Berkeley | Vallejo | Fairfield | Vacaville | Merced | Salinas | Rancho Cucamonga | San Leandro | Modesto | Santa Rosa Montebello | Fullerton | Escondido | Dublin | Calgary (Canda) | Portland, Eugene, Beaverton, Salem (Oregon) | Shoreline, Kent (Washington) | Texas City, Saginaw (Texas) | Tucson, Goodyear (Arizona)

GET DOWN & MESSY

STEP 1: Pick your seafood

Lobster	Market Price
Dungeness Crab	Market Price
King Crab Legs	Market Price
Snow Crab Legs	Market Price
Crawfish (Seasonal)	Market Price
Mussel	$14.95/lb
Clams	$16.95/lb
Octopus	$16.95/lb
Shrimp (Head on)	$17.95/lb
Shrimp (Head off)	$17.95/ ¾lb
Crawfish (Frozen)	$15.95/lb
Lobster Tail	$19.95/each

STEP 2:

Choose a seasoning

- Louisiana Flavor
- Original Cajun
- Lemon Pepper
- Garlic Butter
- Atomic Sauce

A **stronger flavor** intensity option is available for all the seasonings/sauces.

STEP 3:

How spicy can you go?



ADD ON FOR BAG

Corn on Cob	$1.25
Potatoes *(3 pieces)*	$1.95
Hard Boiled Egg	$2.00
Louisiana Sausages *(6 slices)*	$3.50

COMBO

(no substitutions)

COMBO 1 - $35.95

Choose 2 different seafood from below

1lb Crawfish, 1lb Mussel, 1lb Clam, 1lb Octopus
1lb Shrimp (head on or 3/4lb head off)

Includes:
2 Corns, 2 Potatoes, 4 Sausages Slices

COMBO 2 - $52.95

1lb Snow Crab Legs

Includes:
1lb Shrimp (head on) OR 3/4lb Shrimp (head off),
2 Corns, 2 Potatoes, 4 Sausages Slices

COMBO 3

Choose:
$64.95 1 Dungeness Crab Combo
$86.95 1lb King Crab Legs Combo

Includes:
1lb Shrimp (head on) OR 3/4lb Shrimp (head off),
2 Corns, 2 Potatoes, 4 Sausages Slices

COMBO 4 - $91.95

Choose:
1 Lobster OR 1 Dungeness Crab

Includes:
1lb Shrimp (head on) OR 3/4lb Shrimp (head off),
1lb Crawfish, 1lb Clams, 2 Corns, 2 Potatoes,
4 Sausages Slices

A LITTLE BIT MORE

Steamed Rice	$2.50
Garlic Bread (3 pieces)	$4.25
Steamed Vegetables	$5.95
Garlic Noodles	$7.95
Seafood spaghetti (Alfredo sauce with shrimp & clam)	$16.95

APPETIZERS

French Fries	$5.25
Cajun Fries	$5.95
Lemon Pepper Fries	$5.95
Sweet Potato Fries	$5.95
Garlic Fries	$5.95
Onion Ring	$6.25
*Raw Oysters *(Dine in only)	(6) $12.95 | (12) $24.95

CHICKEN WINGS

(6) $8.95 | (10) $13.95

- Cajun Wings
- Hot Wings
- Spicy Korean
- Lemon Pepper Wings
- BBQ Wings
- Mango Habanero

FRIED BASKET

(Includes French fries. Upgrade to salad, onion ring or other fries for extra $1)

Fried Fish	$10.95
Chicken Tender	$11.95
Fried Calamari	$11.95
Fried Oyster	$13.95
Fried Shrimp	$13.95

GRILLED

Cajun Fish (Topped with mango salsa, rice and salad on the side)	$14.95
Beef Short Ribs (Comes with rice and salad)	$18.95

SALAD & SOUPS

Organic House Green Salad	$5.95
Clam Chowder Soup	$7.95
Gumbo Soup	$7.95

= spicy = popular item

* A Gratuity of 18% Will Be Charged for Parties of 6 people and more.

*The above food items may be served raw or undercooked. Consuming raw or undercooked meats, poultry, shellfish or eggs may increase your risk of food-borne illness. If you have a chronic disease, you are at greater risk of illness and should eat fully cooked oysters or seafood. Please inform your server if anyone in your party has a food allergy.

'25 OCT 8 Liqr. Lic. AM 8:34
'25 OCT 31 AM 8:24 AZDLLC

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

DLLC USE ONLY

Fee:	-
Job #:	367069
Date Accepted:	10/31/25
CSR:	

Personal Information Questionnaire

FP Current 06-13-2027

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

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

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

A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

☑ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Lin (Last) Nian Chai (First) (Middle)
2. Social Security # [redacted] (NOT a public record) Birth Date [redacted] (NOT a public record)
3. Driver's License # [redacted] (NOT a public record) State Issued: Arizona
5. Are you a resident of Arizona? ☑ Yes ☐ No Date of residency: 01/01/2000
6. Email address: nianchai1983@gmail.com
7. Home Address: [redacted]
8. Daytime phone #: (602) 653-8885 Alternative phone #:

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #:
2. Business Name (doing business as): Bag O' Crab
3. Business Address: 1363 N Litchfield Rd., Goodyear, AZ 85395

'25 OCT 8 Liqr. Lic. AM 8:34

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

'25 OCT 31 AM 8:24 AZDLLC

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

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

Name of persons who will be handling the day to day operations: Nian Chai Lin

SECTION 4 – BACKGROUND

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

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

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

Signature: X Nianchi Lin **Date:** X 9/8/2025

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

'25 OCT 8 Liqr. Lic. AM 8:34

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ATTACHMENT

SECTION 4 – BACKGROUND FOR GUOHUI CHEN

1. Have you owned, or been a controlling person of any entities that held a liquor license in Arizona, or any jurisdiction, in the past 5 years?

   Yes, I am the liquor license agent and manager of the following establishments:

License #	Location
012100034694	Tucson Cajun LLC dba Bag O' Crab 4811 N Stone Ave., Tucson, AZ 85704

Name: Nian Chai Lin

Signature: X Nian Chai Lin

Date: X 9/8/2025

'25 OCT 8 Liqr. Lic. AM 8:34

'25 OCT 31 AM 8:25 AZDLLC

ALIEN STATUS

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

Type or Print with Black Ink

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

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

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

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

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print ortype) Nian Chai Lin

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

City _____ State _____ **COUNTRY** _____

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

2) Name of document: _____

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

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'25 OCT 31 AM 8:25 AZDLLC

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

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

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

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

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SECTION III – QUALIFIED ALIEN DECLARATION

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

Permanent Resident Card

Name of document provided

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

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

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

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

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

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

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

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

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

Nian Chai Lin	X Nian Chai Lin	X 9/8/2025
Print Name	**Signature**	**Date**

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

'25 OCT 8 Liq. Lic. AM 8:35

'25 OCT 31 AM 8:25 AZDLLC



'25 OCT 8 Liqr. Lic. AM 8:35

'25 OCT 31 AM 8:25 AZDLLC



'25 OCT 8 Liqr. Lic. AM 8:34
'25 OCT 31 AM 8:24 AZDLLC

Certificate # AZB-ON-01244910

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

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

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

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

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

Student Information

Nian Chai Lin
Full Name (please print)

Signature

05/23/2025
Training Completion Date

05/22/2028
Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.
Company Name

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

(877) 881-2235
Daytime Contact Phone Number

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

Instructor Signature

05/23/2025
Day Mo Year

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

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

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

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

July 11, 2013

'25 OCT 8 Liqr. Lic. AM 8:34

'25 OCT 31 AM 8:25 AZDLLC

Certificate # AZM-ON01208065

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

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

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

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

Student Information

Nian Chai Lin
Full Name (please print)

Signature

05/03/2025
Training Completion Date

05/02/2028
Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.
Company Name

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

(877) 881-2235
Daytime Contact Phone Number

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

Instructor Signature

05/03/2025
Day Mo Year

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Conveyance (series 8)
Restaurant (series 12)
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Liquor Store (series 9)
In-state Farm Winery (series 13)
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Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

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July 11, 2013

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

DLLC USE ONLY	
Fee:	
Job #:	367069
Date Accepted:	10/31/25
CSR:	

fp pending 805-7666

Personal Information Questionnaire

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

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

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A.R.S. §4-202(A).

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

A.R.S. §4-101(10).

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

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

SECTION - 1 INDIVIDUAL INFORMATION

☐ AGENT ☑ CONTROLLING PERSON ☐ MANAGER

1. Name: Guo (Last) Shan Bao (First) (Middle)
2. Social Security [redacted] (NOT a public record) Birth Date [redacted] (NOT a public record)
3. Driver's License #: [redacted] (NOT a public record) State Issued: California
5. Are you a resident of Arizona? ☐ Yes ☑ No Date of residency: ____/____/____
6. Email address: shanguo853@gmail.com
7. Home Addre[redacted]
8. Daytime phone #: (626) 688-9022 Alternative phone #: ____

SECTION 2 – LICENSED BUSINESS INFORMATION

1. Liquor License #: ____
2. Business Name (doing business as): Bag O' Crab
3. Business Address: 1363 N Litchfield Rd., Goodyear, AZ 85395

'25 OCT 31 AM 8:25 AZDLLC
'25 OCT 8 Liqr. Lic. AM 8:35

SECTION 3 – DAY TO DAY OPERATION OF BUSINESS

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

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

Name of persons who will be handling the day to day operations: Nian Chai Lin

SECTION 4 – BACKGROUND

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

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

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

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

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

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

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

Signature: X _____ **Date:** X 9/16/25

'25 OCT 31 AM 8:25 AZDLLC
'25 OCT 8 Liqr. Lic. AM 8:35

ALIEN STATUS

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

Type or Print with Black Ink

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

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

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

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

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) Shan Bao Guo

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

City Fuzhou State Fujian **COUNTRY** China

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

2) Name of document: Driver's License

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

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

'25 OCT 8 Liq. Lic. AM 8:35
'25 OCT 31 AM 8:26 AZDLLC

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

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

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

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

'25 OCT 31 AM 8:25 AZDLLC
'25 OCT 8 Liqr. Lic. AM 8:35

SECTION III – QUALIFIED ALIEN DECLARATION

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

_____

Name of document provided

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

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA.

☐ 4 An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ . An alien who is a Cuban/Haitian entrant.

☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

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

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

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

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

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

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

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

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

14. ***Otherwise Lawfully Present***

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

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

Shan Bao Guo		10/1/25
Print Name	**Signature**	**Date**

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

'25 OCT 31 AM 8:23 AZDLLC

DLLC USE ONLY

Job #:	367069
Date Accepted:	10/31/25
LC:	
License #:	

fp pending 805-766

FINGERPRINT VERIFICATION

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

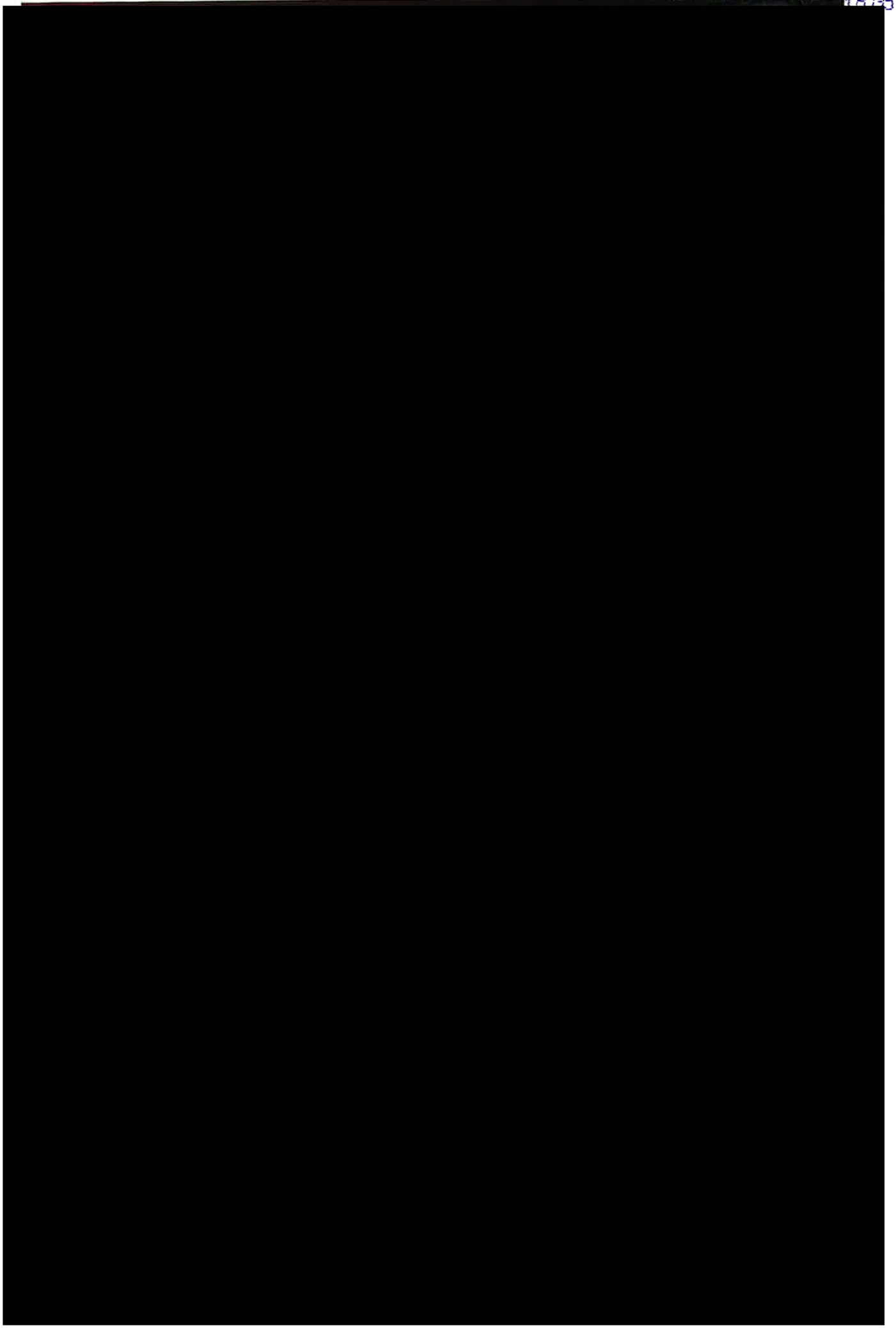
1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. Please print clearly.
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.
5. Write applicants name on front of sealed envelope.

Do not give the applicant the fingerprint card without first sealing it inside the envelope.

DO NOT FOLD FINGERPRINT CARDS

Please print in the following fields:

Date: 10/27/2025	Name of Applicant: Shan Bao Guo
Name of Fingerprint Technician: Wendy Eileen Lewis	
Fingerprint technician's Signature: Wendy Eileen Lewis	
Fingerprint technician's Agency/company Name: Tarrell LiveScan, 27526 Tampa Avenue, Hayward, CA 94544-5157	Phone Number: 510 786 9182
Type of Photo ID Provided (check one): ☒ Driver's License Nevada ☐ Passport ☐ Other (Please specify)	



Liquor Licenses within One Mile – Bag O' Crab

Applicant Address: 1363 N. Litchfield Rd., Goodyear, AZ 85395

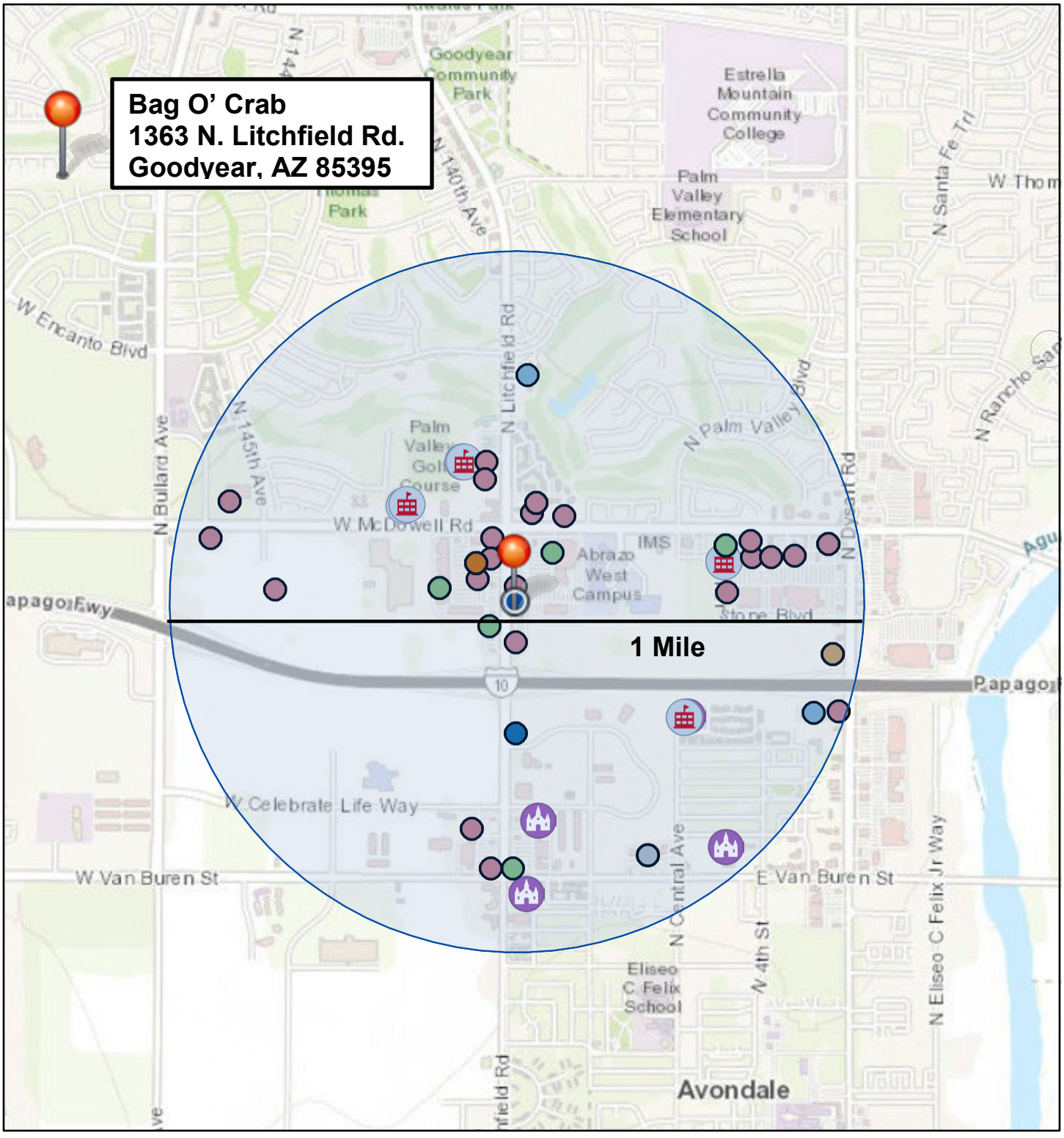
Liquor Establishments			
Business Name	**Address**	**Distance from Applicant Address**	**License Series**
CHILI'S GRILL & BAR #608	1371 N LITCHFIELD RD.	222.18 ft.	12
CIRCLE K STORE #9177	1264 N LITCHFIELD RD.	542.84 ft.	10
CRACKER BARREL #277	1209 N LITCHFIELD RD.	610.26 ft.	12
MOD PIZZA	1380 N LITCHFIELD RD K3A	665.47 ft.	12
HAYASHI HIBACHI	1480 N LITCHFIELD RD.	740.57 ft.	12
MACAYOS MEXICAN FOOD	1474 N LITCHFIELD RD.	838.14 ft.	12, CTG
TARGET #1242	1515 N LITCHFIELD RD.	921.13 ft.	10
CHIPOTLE MEXICAN GRILL #542	1560 N LITCHFIELD RD.	1,020.85 ft.	12
TOTAL WINE & MORE #1008	1416 N LITCHFIELD RD.	1,167.93 ft.	9, 9S
APPLEBEE'S NEIGHBORHOOD GRILL & BAR	13832 W MCDOWELL RD.	1,350.29 ft.	12
BLACK ANGUS STEAKHOUSE	13766 W MCDOWELL RD.	1,497.73 ft.	12
CHEF BEN SUSHI & ASIAN EXPRESS	13824 W MCDOWELL RD.	1,513.50 ft.	12
GUS'S NEW YORK PIZZA	13824 W MCDOWELL RD.	1,513.50 ft.	12
HAYMAKER GOODYEAR	1800 N LITCHFIELD RD.	1,905.11 ft.	12
RUDY'S COUNTRY STORE & BAR B QUE	845 N LITCHFIELD RD.	1,988.85 ft.	7
OLD CHICAGO PIZZA AND TAPROOM	1828 N LITCHFIELD RD.	2,141.89 ft.	12
CHUCK E CHEESE #202	13371 W MCDOWELL RD.	3,206.45 ft.	12
BOOTY'S WINGS BURGERS & BEER	13375 W MCDOWELL RD.	3,304.93 ft.	12
HAPPY CATS SMOKE AND VAPE	13375 W MCDOWELL RD.	3,304.93 ft.	10
PALM VALLEY GOLF CLUB	2211 N LITCHFIELD RD.	3,420.04 ft.	6
WAFFLETTO COFFEE & WAFFLES	406 N LITCHFIELD RD.	3,481.37 ft.	12
MERA GOODYEAR	1375 N 145TH AVE.	3,634.66 ft.	BYO
MANUELS MEXICAN FOOD RESTAURANT	13319 W MCDOWELL RD.	3,639.44 ft.	12
BUFFALO WILD WINGS	13311 W MCDOWELL RD.	3,670.41 ft.	12
OCHO RIOS JERK SPOT	13291 W MCDOWELL RD E-7	3,934.90 ft.	12
CIRCLE K STORE #9180	315 N LITCHFIELD RD.	4,012.88 ft.	10
ANGRY CRAB SHACK RESTAURANT	310 N LITCHFIELD RD.	4,037.16 ft.	12
NAKAMA SUSHI RESTAURANT & LOUNGE	13215 W MCDOWELL RD. -3	4,273.57 ft.	12
EDGE BARBER SHOP	13560 W VAN BUREN ST.	4,302.65 ft.	UNL
LIFE TIME FITNESS	14540 W MCDOWELL RD.	4,573.75 ft.	12
RED ROBIN AMERICA'S GOURMET BURGERS	14551 W MCDOWELL RD.	4,705.56 ft.	12
TOMO JAPANESE CUISINE	1550 N DYSART RD. A8 A9	4,805.69 ft.	12
DINO'S GREEK & ITALIAN	1550 N DYSART RD.	4,805.69 ft.	12
CROSSROADS LOUNGE	950 N DYSART RD.	4,820.95 ft.	6
TACOS BARBON	1188 N DYSART RD.	4,863.92 ft.	12, COO
BLACK BEAR DINER #44	980 DYSART RD.	5,161.53 ft.	12

Schools		
Business Name	**Address**	**Distance from Applicant Address**
Great Hearts Academies - Archway Trivium East	14130 W Mcdowell Rd	2,190.92
Montessori In The Park	1832 N Litchfield Rd	2,242.05
Victory Autism Academy	1781 N Central Ave	3,089.63
Estrella Day School	13385 W Mcdowell Rd	3,213.03

Series Legend

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

Liquor License Evaluation Map



11/18/2025, 12:31:27 PM

1:30,637

Liquor Licenses

- Bar
- Beer and Wine Bar
- Beer and Wine Store
- Bring Your Own
- Co-Ops
- Cocktails To Go
- Hotel / Motel
- Liquor Store
- Liquor Store Sampling
- Restaurant
- Restaurant Growler
- Other

0 0.2 0.4 0.8 mi

0 0.35 0.7 1.4 km

PHX GIS, City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

ITEM #: 3.
DATE: 12/15/2025
AI #:2988

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY

STAFF PRESENTER(S): Ryan Bittle, Finance Manager

SUMMARY

Approve Budget Amendments.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource Management

RECOMMENDATION

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

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

Budget amendments requiring City Council approval are presented as necessary throughout the year. The FY2026 expenditure limitation budget was adopted on June 9, 2025, and the FY2026 Expenditures for Administrative Award was approved on May 19, 2025.

STAFF ANALYSIS

Budget transfers are permitted by Arizona Revised Statute 42-17106(B), which provides authorization for cities and towns to exceed expenditures in a budget item after final adoption of a city/town budget by transferring appropriations between budget items. All budget transfers are completed within city policy established by Resolution 2022-2256. Review of budget transfers keeps the Council and public informed about the city's current fiscal year revenues and expenditures. The Budget Amendment Report is included as Attachment A. If applicable, the revised items from the FY2026 Expenditures for Administrative Award are included in Attachment A.

Attachments

Attachment A - Budget Amendment Report

City Council - Budget Amendments Report - FY2026

Council Agenda Date: 12/15/2025

Date	Transfer Journal No.	Reason Needed	Amount	Ultimate Fund(s) Affected; Explanation	Funding From	Funding To
12/2/2025	87	Close CIP project #60123- Calle Del Pueblo Relocation and transfer budget to CIP project #60119- Municipal Operations Complex (design).	$2,500,000	General Fund 1-time	CIP #60123	CIP #60119

FY2026 Expenditures for Administrative Award (If Applicable)

Department Name

Reference	Project No.	Description	Current Amount	Proposed Increase/(Decrease)	Revised Amount
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -

ITEM #: 4.
DATE: 12/15/2025
AI #:2996

CITY COUNCIL ACTION REPORT

SUBJECT: CITY COUNCIL SUBCOMMITTEE APPOINTMENTS

STAFF PRESENTER(S): Janet Hidalgo, Assistant to the Mayor

SUMMARY

The City Council is represented on various subcommittees, with Councilmembers appointed by the Mayor for each calendar year. This action recognizes the Mayor's appointments to the following:

- City Council Audit Committee
- City Council Subcommittee: Boards, Commissions, Committee Appointments
- City Council Subcommittee: Community Funding Review
- City Council Subcommittee: City Manager Recruitment
- Goodyear Public Safety Personnel Retirement Board

STRATEGIC PLAN ALIGNMENT

SAFE & VIBRANT COMMUNITY

RECOMMENDATION

Recognize the 2026 City Council Subcommittee appointments, to serve until successors are appointed in 2027. (Janet Hidalgo, Assistant to the Mayor)

FISCAL IMPACT

There is no fiscal impact associated with these appointments.

BACKGROUND AND PREVIOUS ACTIONS

For each calendar year, the Mayor may modify the composition of each of the City Council subcommittees. Mayor Pizzillo considers the City Council's preferences and interests when reviewing and determining the annual appointments.

STAFF ANALYSIS

The 2026 appointments will remain as follows:

City Council: Audit Committee
Brannon Hampton
Vicki Gillis
Trey Terry

City Council Subcommittee: Boards, Commissions and Committee Appointments
Wally Campbell
Benita Beckles
Trey Terry

City Council Subcommittee: Community Funding Review
Wally Campbell
Laura Kaino
Vicki Gillis

City Council Subcommittee: City Manager Recruitment
Brannon Hampton
Laura Kaino
Trey Terry

Goodyear Public Safety Personnel Retirement Board
Laura Kaino

In accordance with A.R.S. §38-847, Mayor Pizzillo has designated Laura Kaino as Chair of the Goodyear Public Safety Personnel Retirement Board.

ITEM #: 5.
DATE: 12/15/2025
AI #:2965

CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY FOR GOODYEAR POLICE DEPARTMENT (GYPD) RECRUIT TRAINING

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

SUMMARY

Maricopa County Sheriff's Office (MCSO) offers a Detention Officer Basic Training Academy on an as-needed basis and allows other agencies to provide recruits that are required to be trained. The Intergovernmental Agreement (IGA) enables the Goodyear Police Department to enroll new recruits in the MCSO detention training academy and establishes responsibilities for each party.

STRATEGIC PLAN ALIGNMENT

SAFE & VIBRANT COMMUNITY

RECOMMENDATION

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

FISCAL IMPACT

The cost of training new recruits, including the fees to attend the MCSO Detention Officer Training Academy, is funded in the Police Department General Fund base budget.

BACKGROUND AND PREVIOUS ACTIONS

The police department is utilizing police assistants as detention officers to assist with detainees. MCSO offers a Detention Officer Basic Training Academy for detention employees. Maricopa County has requested the execution of an IGA to allow MCSO to allocate positions, as available, for training related to detention. The first agreement was approved by council on January 10, 2022.

STAFF ANALYSIS

The GYPD would like to continue to maintain the Maricopa County Sheriff's Office Training Academy as an option for training police assistants. MCSO is one of the few agencies with a detention officer academy. Neither the GYPD nor the West Valley departments have a dedicated academy and must rely on other agencies to offer the detention training. This agreement would allow the city to send the current police assistants, who will be assigned detention and transport duties, to the Maricopa County Sheriff's Office Detention Training Academy. Staff recommends approving the IGA with MCSO, which is included as Attachment A.

Attachments

Attachment A - IGA MCSO Officer Training Center

INTERGOVERNMENTAL AGREEMENT BETWEEN
MARICOPA COUNTY ON BEHALF OF THE MARICOPA COUNTY SHERIFF'S OFFICE
AND
CITY OF GOODYEAR
FOR MCSO DETENTION OFFICER TRAINING ACADEMY
C-50-26-___X-00

This Intergovernmental Agreement (IGA) is entered into by and between Maricopa County, a political subdivision of the State of Arizona by and through the Maricopa County Sheriff's Office, ("MCSO"), and the City of Goodyear, an Arizona Municipality, for Goodyear Police Department ("Goodyear PD"), collectively referred to as the "Parties" and individually referred to as "Party".

Whereas MCSO conducts Detention Officer Training Academies on an as-needed basis and regularly has sufficient space for additional participants, and whereas the Goodyear PD detention recruits are required to be formally trained in an acceptable training program and the Goodyear PD does not have its own detention or corrections training academy, the Parties enter into this IGA.

Party Responsibilities

The MCSO will:

1. Provide training space as available after MCSO's training space needs have been met for Goodyear PD detention recruit officers to attend scheduled Detention Officer Training Academies.

2. Reserve the right in its sole discretion to decide whether the Goodyear PD recruits maintain the academic standings necessary to continue in the Academy class.

3. Reserve the right, in its sole discretion, to dismiss any recruit for training, academic, ethical or disciplinary standards applicable to all Detention academy participants.

4. Provide Goodyear PD original individual training records for each of its recruits upon completion of the MCSO Academy or termination of a recruit's attendance at the MCSO Academy.

5. Treat Goodyear PD recruits in the same manner as MCSO recruits for purpose of training, academics, ethics and discipline.

6. Require Goodyear PD to investigate its recruits should a situation arise for an Internal Affairs Investigation concerning the action of one of its recruits.

7. Bill Goodyear PD a non-refundable registration amount of $250 per registrant after the first day of training.

8. Review its costs annually and process amendments to this Agreement for future increases no later than April of each year, to be effective with the new fiscal year (July 1 to June 30).

Goodyear PD will:

1. Accept that there is no guarantee that any minimum number of candidates from Goodyear PD will be able to attend the academy. Enrollment is limited to space/resource availability and MCSO candidates have enrollment priority.

2. Understand and agree that the curriculum will consist of the standard MCSO training program for MCSO and that the curriculum shall focus on the policies and procedures of the MCSO.

3. Provide applicable items for Goodyear PD recruits depending on the requirements for the detention basic training.

4. Pay amounts cited in 7. above per registrant within 30 days of receipt of invoice and make amounts payable to Maricopa County; and reference “MCSO Detention Training Academy” in the transaction detail.

General Provisions

1. This IGA shall have an initial 2-year term beginning January 1, 2026, through December 31, 2028. Following initial term, this IGA will automatically renew for up to two, one-year terms unless cancelled or terminated.

2. Each Party (as “indemnitor”) agrees to indemnify, defend and hold harmless the other Party (as “indemnitee”) and MCSO affiliates from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of the negligent performance of this IGA, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, affiliated or volunteers.

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

4. Parties acknowledge that under this IGA, no employee or participant of the Goodyear PD is to be considered a County employee, and that no rights of County merit, County retirement, or County personnel rules shall accrue to such individual. Goodyear PD shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold MCSO harmless with respect thereto.

5. Each Party to this Agreement warrants compliance with the Immigration and Nationality Act (INA using E-Verify) and all other federal immigration laws and regulations related to the Immigration status of its employees and A.R.S. §214(A). Each party shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the other Party upon request. These warranties shall remain in effect through the term of this Agreement. Each Party and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under this Agreement and verifying employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV. Each Party retains the legal right to inspect contractor and subcontractor's employee documents performing work under this Agreement to verify compliance with this Agreement. Each party and its subcontractors shall be given reasonable notice of the other Party's intent to inspect and shall make the documents available at the time and date specified. Should either Party find that the other Party or any of its subcontractors are not in compliance; such non-compliance may be considered a material breach of this Agreement and may pursue all remedies allowed by law. Nothing set out herein shall make any subcontractor an agent or employee of either Party.

6. Each party shall comply with all applicable laws, ordinances, executive orders, rules, regulations, standards, and codes of the federal, state, and local government whether specifically referenced herein. The Parties agree that there will be no discrimination as to race, sex, religion, color, age, creed, or national origin regarding obligations, work and services performed under the terms of any contract ensuing from this engagement. The Parties comply with the Executive Order No. 11246, entitled "Equal Employment Opportunity", and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

7. In accordance with A.R.S. §35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be retained and subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement. Upon request, the Party shall produce originals of all such records.

8. Any litigation arising from the Agreement or the performance thereof will be decided in the federal or state courts of Maricopa County unless otherwise agreed to between the Parties. The laws of the State of Arizona shall govern the construction and interpretation of this IGA. This Agreement is subject to the provisions of A.R.S. §12-1518 relating to the use of arbitration.

9. This IGA may be amended only by the mutual written consent of authorized representatives for all Parties and requires Maricopa County Board and City of Goodyear approval.

10. Except as otherwise provided herein, this IGA may be terminated at any time by either Party by mailing or emailing the other Party notice of termination within thirty (30) days prior to the effective date of said termination or as otherwise agreed to by the Parties in writing. If a Party decides to terminate this IGA, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms. The Parties agree that any such termination shall not become effective with respect to the current recruits then enrolled in a training rotation until the recruit's training is completed, if MCSO continues to have sufficient staffing and other resources to continue the training until that date.

11. Either party has the right to terminate this IGA without liability to the non-terminating party by delivering to the non-terminating party written notice of termination at least thirty (30) days prior to the effective date of said termination or as otherwise agreed to by the Parties in writing.

12. Either Party has the right to terminate this IGA upon twenty-four (24) hour notice when it is deemed the health or welfare of the service recipients is endangered.

13. If this IGA is terminated prior to expiration of its stated term, any funds advanced shall be refunded within ten (10) day after the effective date of such early termination; however, there shall be no obligation to refund any monies representing tuition for participants who have attended the first day of training.

14. Termination of suspension of this IGA by either party shall not terminate or otherwise affect the obligations of the parties to provide indemnification and to maintain and permit inspection of records as provided herein.

15. Notice is given that pursuant to A.R.S. §38-3511 the Parties may cancel any contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing , drafting or creating the contract on behalf of the Parties is at any time while the contract or any extension of the contract is in effect an employee or agent of any other party to the contract in any capacity or consultant to any other Party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. §38-511 the Parties may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Parties from either Party to the contract arising as a result of the Contract.

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied, electronic and scanned signatures are acceptable as original signatures.

17. This document is the complete and exclusive statement of understanding between the Parties, and it supersedes all proposals, oral or written, and other documents or communications between the Parties relative to the subject matter herein covered, unless such documents or communications are specifically included by reference.

18. If any term, covenant, condition or provision of this IGA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

19. Waiver of any breach of any term, conditions or covenant herein contained shall not be deemed to be a waiver of any subsequent breach of any term, covenant or conditions herein.

Notices:

Any notice to be given under this IGA shall be sent to the Parties listed below:

If to MCSO:

Chief, Administration
Maricopa County Sheriff's Office
550 W. Jackson
Phoenix, AZ 85003

If to City of Goodyear:

Wynette Reed, City Manager
City of Goodyear
190 N. Litchfield Rd
Goodyear, AZ 85338

IN WITNESS WHEREOF, the Parties hereto have entered into this IGA as of the date of the last signature set forth below.

City of Goodyear, an Arizona Municipality

_____

Joe Pizzillo Date
City Mayor

ATTEST:

_____

City Clerk Date

City of Goodyear Police Department

_____

Brian Issitt Date
Chief of Police

Approved as to form:

_____

City Attorney Date

Maricopa County, a political subdivision

_____

Thomas Galvin Date
Chairman, Board of Supervisors

ATTEST:

_____

Juanita Garza Date
Clerk of the Board

Maricopa County Sheriff's Office

_____

Jerry Sheridan Date
Sheriff

Approved as to form:

_____

Deputy County Attorney Date

ITEM #: 6.
DATE: 12/15/2025
AI #:2870

CITY COUNCIL ACTION REPORT

SUBJECT: **RESOLUTION TO JOIN THE MARICOPA COUNTY HOME CONSORTIUM**

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

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SUMMARY

The Council will consider accepting an invitation to join the Maricopa County HOME Consortium, opening the door to federal funding under the HOME Investment Partnership program.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2497 AUTHORIZING AND DIRECTING THE CITY MANAGER TO COMMUNICATE THE CITY'S DESIRE TO PARTICIPATE IN THE MARICOPA COUNTY HOME CONSORTIUM AND RECEIVE FEDERAL FUNDING UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM. (Christina Panaitescu, Community Partnerships Program Manager)

FISCAL IMPACT

No immediate fiscal impact. The city's estimated HOME share is $100,000, subject to Federal appropriation. The 25% match is expected to be provided by a subrecipient or partner. Use of general funds is not projected.

BACKGROUND AND PREVIOUS ACTIONS

The HOME Program provides grants to states and local governments to fund a range of housing activities aimed at benefiting low- and moderate-income households, including new construction, rehabilitation, down payment assistance, rental assistance, and home buyer programs, with variable income eligibility requirements based on the programmed activity.

The HOME Program encourages collaboration between local governments, developers, and community-based organizations to improve the quality of low-income housing, contributing to community revitalization. In Maricopa County this is accomplished through the Maricopa

HOME Consortium, a partnership of jurisdictions that maximizes the impact of HOME funds available by coordinating HOME-funded and Community Development Block Grant (CDBG) activity planning and reporting as a region. Current members are: Avondale, Chandler, Gilbert, Glendale, Peoria, Scottsdale, Surprise, Tempe, and the Maricopa Urban County. Phoenix and Mesa are direct recipients of HOME funding. Consortium members retain autonomy over their CDBG entitlements and their pro rata share of HOME funds; however, the individual planning documents are ultimately submitted to HUD by the County and, as such, must be incorporated into the County's public process. New members require the consent of a simple majority of the Consortium members to be added. In order to get a better understanding of the Consortium and HOME activities, Goodyear staff has been attending Consortium meetings as a guest since October 2024. At the August 2025 meeting, the Consortium unanimously voted in support of welcoming Goodyear's participation in the Consortium. The CDBG program is aimed at households with incomes at or below 80% of the Area Median Income (AMI), HOME funding focuses on households earning between 50% and 80% of AMI or less, depending on the housing activity. For a four-person Goodyear household, this is $56,100 and $89,750, respectively, in 2025.

If the city of Goodyear joins the Maricopa HOME Consortium, the city will gain access to a pro rata share of HOME funds separate from our current CDBG entitlement to implement affordable housing projects as early as FY27. Pending a decision to move forward with the Consortium, Goodyear's pro rata share of HOME funds as a member is estimated to be $100,000, subject to Federal appropriation. A maximum of 10% may be used for administrative and planning costs and is not subject to the 25% cost-share (non-federal match requirement). Five percent of the actual allocation would be paid to Maricopa County as an administrative fee. In compliance with constitutional requirements, general fund dollars would not be applied toward the cost-share where such use would constitute a violation of the gift clause.

At a December 8, 2025, Work Session Council learned about the federal HOME Investment Partnership program and Consortium member roles and responsibilities.

STAFF ANALYSIS

Goodyear has the opportunity to join the Maricopa HOME Consortium in 2026, opening the door to a pro-rata share of HOME funding. An award of HOME funding requires a 25% non-federal match that does not require general fund and can be satisfied by a subrecipient using eligible non-federal resources.

Examples of the types of projects HOME dollars can support with Goodyear's estimated pro-rata share include:

- Contributing to development costs for construction or acquisition/rehab/resale of a unit for an eligible home buyer,
- Helping 2 home buyers with down payment assistance per year, or
- Helping 3 - 4 renters with tenant-based rental assistance over two years.

In addition to enabling Goodyear to have a voice in the regional planning and investment of HUD resources in the West Valley, participation in the Maricopa County HOME Consortium could serve as an important implementation tool by providing federal funds that align with and support targeted housing activities outlined in Goodyear's strategic plan.

Phase III of the Goodyear Community and Neighborhood Services Master Plan is underway, with an estimated completion date in the next quarter and will provide data to inform

prioritization of potential housing activities to be funded with HOME dollars.

Resolution No. 2025-2497, included as Attachment A, is a necessary first step to join the HOME Consortium and be eligible to receive funding as early as FY27.

Attachments

Attachment A - Resolution No. 2025-2497

RESOLUTION NO. 2025-2497

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO COMMUNICATE THE CITY'S DESIRE TO PARTICIPATE IN THE MARICOPA COUNTY HOME CONSORTIUM AND RECEIVE FEDERAL FUNDING UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM.

WHEREAS, the National Affordable Housing Act provides that geographically contiguous units of local government may form a consortium to participate in the HOME Investment Partnership Program to be funded by the U.S. Department of Housing and Urban Development; and

WHEREAS, cooperating in a consortium, municipalities may, as a group, become eligible participants in the HOME Investment Partnership Program;

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

SECTION 1. The Mayor, City Manager, or her designee, is hereby authorized and directed to formally notify Maricopa County and Consortium members of the City's intent to participate in the HOME Consortium on behalf of the City of Goodyear.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 15th day of December, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

ITEM #: 7.
DATE: 12/15/2025
AI #:2986

CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION AUTHORIZING THE LICENSE AGREEMENT WITH LEVEL 3 COMMUNICATIONS 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 authorizes Level 3 Communications LLC, a Delaware limited liability company, 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. 2025-2498 AUTHORIZING THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND LEVEL 3 COMMUNICATIONS LLC, A DELAWARE 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

Level 3 Communications (Lumen) became a part of CenturyLink after it was acquired. CenturyLink subsequently rebranded as Lumen Technologies. Under the license agreement, Lumen 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. Lumen is responsible for all costs related to the construction, installation, operation, and maintenance of the fiber network within the right-of-way. Additionally, Lumen 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, Lumen 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. The issuance of the license agreement does not require any city expenditure.

BACKGROUND AND PREVIOUS ACTIONS

Lumen 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. Lumen previously entered into an agreement with the city in 2019 and has been operating in the city’s right-of-way.

STAFF ANALYSIS

Lumen 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. Lumen 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 Lumen 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 No. 2025-2498 is included as Attachment A.

Attachments

Attachment A - Resolution No. 2025-2498 with Exhibit A

RESOLUTION NO. 2025-2498

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND LEVEL 3 COMMUNICATIONS LLC, A DELAWARE 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, Level 3 Communications LLC, a Delaware limited liability company, seeks to obtain a new Fiber Optics Telecommunications Right-of-Way License Agreement (License Agreement) under the provisions of Chapter 22 of the Goodyear City Code; and approval of the Mayor and Council of the City of Goodyear, Arizona; and

WHEREAS, the City hereby finds that it would serve the public interest to grant the License Agreement under the terms and conditions as set forth in the License Agreement and Level 3 Communications LLC, a Delaware limited liability company, agrees to obtain the license under the terms and conditions set forth in the License Agreement.

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

SECTION 1. The Mayor and City Council approve the License Agreement between the City of Goodyear and Level 3 Communications LLC, a Delaware limited liability company, a copy of which is attached as Exhibit A.

SECTION 2. The City Manager and/or their designee is authorized to execute the License Agreement attached as Exhibit A and to execute any and all documents necessary to carry out the intent of this Resolution.

SECTION 3. The City Manager, and/or their designee, is authorized to execute amendments to the License Agreement associated with minor clerical errors and technical amendments associated with the in-kind exchange of fiber optic cable and/or conduit in lieu of the annual license fee.

SECTION 4. Resolution 2025-2498 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 15th day of December, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT A

FIBER OPTICS TELECOMMUNICATIONS RIGHT-OF-WAY LICENSE AGREEMENT FOR A PUBLIC SERVICE TELECOMMUNICATIONS CORPORATION

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 Level 3 Communications, LLC, a Delaware limited liability company, and its affiliates ("Licensee").

RECITALS

A. Licensor owns or has rights to public street and alley rights-of-way and public utility easements within the boundaries of the City of Goodyear that are designated for use by public utility companies for installation, operation, and repair of water, electrical, and other public utilities pursuant to franchises, licenses or other agreements between companies and Licensor, the area is limited to the public street and alley rights-of-way and public utility easements that are either owned by Licensor or which Licensor has rights to use, collectively, the RIGHT-OF-WAY ("ROW").

B. For purposes of this License, "Fiber Optics Communication System" means an interstate and intrastate network of fiber optic cables and all related equipment including conduit, carrier pipe, cable fibers, repeaters, power sources and other attachments and appurtenances necessary for fiber optics communication.

C. For the purposes of this License "Fiber Optics Communication System" does not include one-way transmissions directly to customers, users or subscribers of video programming or other programming services or subscriber interaction, if any, which is required for the selection of or response to video programming or other programming services. For purposes of the foregoing, the term "video programming" means programming provided by or generally considered comparable to programming provided by a television broadcast station. The term "other programming services" means information that a cable television system operator makes available to all subscribers generally.

D. Licensee is a “telecommunications corporation” as that term is defined in A.R.S. §9-581 and desires to install and operate a Fiber Optics Communication System consisting of telecommunications fiber optic lines and related support equipment (the "Plant") under and in a portion of the ROW subject to the requirements of this Agreement and Chapter 22, Goodyear City Ordinance. Licensee shall be permitted to install the Plant in the ROW only after Licensee has received all necessary permits and approvals from Licensor to install the Plant within those specific portions of the ROW as permitted by Licensor. Licensor may grant, with conditions, or deny such approval in its sole discretion. Those portions of the ROW where Licensee has received permission and permits from Licensor to install the Plant are the “Use Areas”.

E. Licensor desires to grant to Licensee a nonexclusive license to install, maintain, operate, upgrade and repair the Plant (the "Permitted Uses") subject to the requirements of this Agreement.

F. Licensor and Licensee desire to provide a method whereby additional portions of the ROW can be added to this Agreement (the "New Use Areas"). Licensee may expand its Plant within the Licensor 's ROW by obtaining a permit from Licensor and upon Licensor's approval of plans. Licensor may grant, with conditions, or deny such approval in its sole discretion. Any expansion of the Plant approved by Licensor shall be subject to all terms and conditions of this Agreement and the conditions, if any, imposed by Licensor.

G. Various laws (the "Telecommunications Laws") authorize Licensor to regulate its streets, alleys, and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation and maintenance of telecommunications systems. The Telecommunications Laws include, without limitation, the following:

1) The Goodyear City Charter.

2) The Goodyear City Code.

3) A.R.S. §§9-581 through 9-583.

4) The Constitution of the State of Arizona.

5) Other applicable federal, state and local laws, codes, rules and regulations.

6) Licensor's police powers, its authority over public rights-of-way, and its other governmental powers and authority.

H. Pursuant to the Telecommunications Laws, Licensee has obtained from the Arizona Corporation Commission a Certificate of Convenience and Necessity (CC&N), pursuant to a certain Opinion and Order, dated 6/4/1999, Decision No. 61737, Docket No. T-03654A09800641 (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 Telecommunication Laws, 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 for City’s use.

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, provided that if a Competing User seeks to place or modify facilities in a Use Area, nothing in this Agreement shall be construed to affect any right Licensee may have to be reimbursed by said Competing User for costs actually expended by Licensee related to any modification, removal or relocation of the Plant to accommodate said Competing User. 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 or such additional time as the Parties may otherwise agree to in writing.

Licensee shall reimburse Licensor for its actual costs (including administration) in removing the Plant or performing any of the Relocation Work where required by this Agreement or applicable law.

1.8.7.3 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 for and on behalf of Licensor.

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

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

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

1.8.7.7 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 Plant 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 manager or designee deems such action to be reasonably necessary under the circumstances. In such event, neither Licensor nor any agent, contractor or employee of Licensor shall be liable to Licensee or its customers or third parties for any harm so caused to them or the Plant. When practical, Licensor shall consult with Licensee in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Plant. In any event, Licensor shall inform Licensee as soon as 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 as follows:

3.1 Fee Payment Items. Licensee shall pay to Licensor each of the following

separate and cumulative amounts (collectively the "Fee Payment"):

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

3.1.2 An amount (the "Annual Fee Payment") based on Licensor's administration of this Agreement and Licensee's use of the ROW to install the Plant and provide interstate "telecommunications services" as such services are defined by A.R.S. § 9-581 but exclusive of facilities used by the local network and the portion of the interstate network that carries intrastate calls. 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 A.R.S. § 9-582(A)(1) and Telecommunication Laws.

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

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

3.1.5 All other amounts required by this Agreement.

3.2 Annual Fee Payment Amount.

3.2.1 Licensee shall pay to Licensor, as the Annual Fee Payment Eighty-nine cents ($.89) per linear foot of trench in the ROW for the installation of copper, fiber optic or other cable conductor or conduit.

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

3.2.3 If at any time Licensee cannot demonstrate and warrant to Licensor that any portion of the Plant conforms to the definition "Telecommunications Services" as defined in A.R.S. §9-581 and is exempt from any fee then that portion of the Plant shall be subject to the Annual Fee Payment described above.

3.3 Appropriate Taxes. Licensee shall be responsible for any applicable taxes associated with this Agreement including but not limited to any transaction privilege tax authorized on the business of providing telecommunications services related to intrastate telecommunications services. Licensee acknowledges and agrees that any portion of the Plant not subject to the Annual Fee Payment is subject to Licensor's Transaction Privilege Tax and shall be paid in accordance with applicable tax laws.

3.4 Permit Fee Payment Amount. The amount of the Permit Fee Payment shall

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

3.5 Adjustments. The dollar figures stated in Section 3.2.1 of this Agreement shall be automatically adjusted upward annually on July 1st. The adjustment shall be made on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, all items, published by the United States Bureau of Labor Statistics (the "Cost of Living Index") for the month of January. In no event shall any amount be adjusted downward from any previous period. If the Cost-of-Living Index has not been published on any adjustment date, Licensor shall have the right to estimate the Cost-of-Living Index and to make the adjustments based on such estimate, subject to adjustment when the actual figures become known. If such Cost-of-Living Index shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, then an index published by any state or federal agency or an index, formula or table accepted generally by the real estate profession shall be used as chosen by Licensor in Licensor 's reasonable discretion. Any delayed adjustment shall be effective retroactively.

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

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

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

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

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

Charges.

3.7.4 All other Fee Payment shall be payable quarterly in arrears on the last calendar day of the first month of the next calendar quarter. For example, the Violation Fee Payment for the first calendar quarter of a year shall be payable on or before April 30.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.11 Fee Payment Amounts Cumulative. All amounts payable by Licensee hereunder or under any tax, assessment or other existing or future ordinance, law or other contract or obligations to the City of Goodyear or the State of Arizona shall be cumulative and payable in addition to each other payment required hereunder, and such amounts shall not be credited toward, substituted for, or setoff against each other in any manner.

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

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

which such in-kind fiber, conduit and/or joint trenching shall be used by Licensor.

3.12.2 The value of the construction, permitting and installation costs of fiber strands, cable, conduit and/or joint trenching for Licensor's exclusive use (the "City Fiber") that is constructed and installed by Licensee shall 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 does not impact Licensee's use of its fiber strands located in the same fiber package or cable containing City Fiber which is not exclusive to Licensor.

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

3.12.4 Any separate agreement that outlines the construction of City Fiber shall, at a minimum, include the specific locations of the installation of the City Fiber, the number of fiber strands or cables to be provided for Licensor's exclusive use, the diameter conduit to be installed, any additional equipment and/or access points provided to Licensor, that Licensor shall have an indefeasible right of use in the City Fiber subject to the terms and conditions contained in the agreement.

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.

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 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.

4.3.4 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.

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. Licensee's current network operations center contact information is: networkoperationscenter@lumen.com, 1-888-678-7070. 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 for and on behalf of Licensee.

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 may 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. To the extent that Licensor receives a public records request from any third person to disclose or produce Confidential information, Licensor agrees to provide Licensee with written notice of any request to disclose or produce this information so that Licensee can challenge any such disclosure.

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, except to the extent arising out of the gross negligence or willful misconduct of the Licensor.

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, except to the extent related to the City Fiber. 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, except to the extent arising out of the gross negligence or willful misconduct of Licensor.

6.13 Coordination with Permit Process. Except during an unforeseen outage that affects services provided by the Plant and requires immediate remediation that is reasonably necessary under the circumstances, 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 written 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) calendar day period.

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

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

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

9.1.11 If Licensee fails to temporarily or permanently relocate or otherwise modify the Plant as requested by Licensor ninety (90) days after being given written notice.

9.2 Licensor's Remedies. Upon the occurrence of any Event of Default and beyond any applicable cure period 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 fifteen (15) calendar days of written notification by Licensor, Licensee may request a hearing before the City Manager, or their designee, and any decision made by the City Manager, or their designee shall be final. Termination of this Agreement due to Licensee's breach or for any other reason does not terminate Licensee's obligations arising during the time simultaneous with or prior to or the termination, and in no way terminates any of Licensee's liability related to any breach of this Agreement.

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

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

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

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

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

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

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

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

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

9.3.3 Violation Fee Payment is only intended to remedy Inconvenience Costs that Licensor suffers because of Licensee's breach of the Violation Fee Provisions. Licensee's payment of Violation Fee Payment does not in any way excuse any breach by Licensee of this Agreement or limit in

any way Licensor's obtaining any other legal or equitable remedy provided by this Agreement or otherwise or such breach. For example, Licensee's obligation to pay Violation Fee Payment does not in any way detract from Licensee's indemnity and insurance obligations under this Agreement, which shall apply according to their terms in addition to Licensee's obligation to pay Violation Fee Payment.

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

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

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

9.3.6.1 The amount of Six Hundred Dollars ($600.00) per calendar day for Licensee's failure to properly restore the public ROW or to correct related violations of specifications, code, ordinance or standards within fifteen (15) calendar days after Licensor's written 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 written 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 written notice to pay the Violation Fee Payment or give Licensor written 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 Non-waiver. Each party acknowledges its unconditional obligation to comply with this Agreement. No failure by either party to demand any performance required of the other under this Agreement, and no acceptance by the other of any imperfect or partial performances under this Agreement, shall excuse such performance or impair in any way such party'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 a party of any breach of condition or covenant herein contained to be kept and performed by the other shall not be deemed or considered as a

continuing waiver and shall not operate to bar or otherwise prevent the other 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 either party to demand any performance hereunder, shall excuse the other from compliance with this Agreement nor stop the other 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 either party unless made in writing by a duly authorized representative of that party specifically identifying the particular provision being waived and specifically stating the scope of the waiver. BOTH PARTIES EXPRESSLY DISCLAIM 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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 written 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, unless the parties are in good faith negotiations to renew this Agreement.

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

10.1.4 Permits. During any Holdover Period Licensor, at Licensor's sole discretion, may withhold the issuance of any permits to Licensee to perform any work within the ROW. Licensee shall not modify the Plant or perform any work in the ROW during any Holdover Period without receiving express permission to perform work in the ROW in addition to all necessary permits from Licensor.

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

Holdover Monthly Fee Payment received after the tenth (10th) day of the calendar month immediately following the expiration of the Agreement or any month thereafter during the Holdover Period shall be charged all applicable Late Fees.

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

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

10.2 Termination.

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

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

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

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

10.2.5 Removal of Improvements. NOTWITHSTANDING anything in this paragraph or the remainder of this Agreement to the contrary, unless Licensor directs otherwise, Licensee shall leave the cable, conduits, other appurtenances, and the remainder of the entire Plant in place in good condition, in working order, with each cable and conduit end properly labeled and enclosed in proper junction boxes, and in safe

condition. However, to the extent Licensor gives notice requesting the work, Licensee shall remove all of the Plant and restore the Use Areas to its prior condition, or to a condition matching Licensor's surrounding land and improvements. Notwithstanding the preceding sentence, Licensee is not obligated to remove horizontal underground conduit, along with cables that are buried directly in the ground without conduits. Such work shall include revegetation and appropriate irrigation systems for revegetated areas. Title to any and all personal property installed by Licensee upon the ROW that is not removed during that period shall automatically vest in Licensor. Licensor shall give Licensee One Hundred Twenty (120) calendar days' notice before requiring removal of the Plant.

XI. INDEMNITY AND INSURANCE

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

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

11.1.1 Commercial General Liability. Commercial general liability insurance with a limit of Five Million and No/100 Dollars ($5,000,000.00) for each occurrence, a limit of Five Million and No/100 Dollars ($5,000,000.00) for products and completed operations annual aggregate, and a limit of Five Million and No/100 Dollars ($5,000,000.00) general aggregate limit per policy year. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, bodily injury, advertising injury, and liability assumed under an "insured contract" including this Agreement. The policy will cover Licensee's liability under the indemnity provisions of this Agreement. The policy shall contain a "separation of insureds" clause.

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

11.1.3 Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance

with a minimum limit of One Hundred Thousand Dollars ($100,000.00) for each accident, One Hundred Thousand Dollars ($100,000.00) disease for each employee, Five Hundred Thousand Dollars ($500,000.00) policy limit for disease. All contractors and subcontractors must provide like insurance.

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

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

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

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

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

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

11.3.5 Licensee's required insurance shall be primary insurance and non-contributory with respect to claims arising out of Licensee's operations, activities and obligations under this Agreement.

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

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

11.3.7.1 Licensee shall be solely responsible for all such amounts.

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

11.3.7.3 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.

11.3.7.4 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.

11.3.7.5 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 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 or any Additional Insured.

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 intentions to condemn the Use Areas.

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

XIII. DAMAGE TO USE AREAS

13. Damage to Use Areas. In the event of damage to or destruction of the Plant by fire, explosion, the elements, the public enemy, or other casualty, Licensee shall commence restoring the casualty damage within thirty (30) calendar days. Licensee shall endeavor to complete the restoration work within one hundred and twenty (120) calendar days after commencing the restoration work. Licensee's restoration work shall be subject to the plans approval process and all other requirements for Licensee's Improvements. Licensee shall perform all restoration work at Licensee's sole cost and expense. Upon Licensors request, Licensee shall provide to Licensor no later than the tenth (10th) calendar day after such request a written report of the progress of the restoration work.

XIV. LICENSEE'S RECORDS

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

14.1 Scope of Information. Unless otherwise specified, all of Licensee's recordkeeping and disclosure obligations under this article include and are limited to the following cumulative topics as reasonably determined by Licensor to be related to Licensee's use of the ROW under this Agreement (collectively the "Covered Information"):

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

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

14.2 Records Inspection. Licensee shall:

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

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

Licensor's location.

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

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

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

14.5 Reports. Upon not less than thirty (30) calendar days' notice, Licensee shall deliver to Licensor written reports (and, if requested by Licensor, a presentation to Licensor's governing council or designee) covering such Covered Information as Licensor may request from time to time. Unless Licensor has a basis for believing that Licensee might not be in compliance with this Agreement, Licensor shall not make more than one such request covering the same information in any twelve (12) month period.

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

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

14.8 Proprietary Information. Certain information disclosed by Licensee to Licensor and clearly marked and identified as “Confidential”, as required in this Agreement, shall be regarded as proprietary as to third parties. “Proprietary Information” shall mean any document or material clearly marked and identified as “Confidential”. Such Proprietary Information shall include, but not be limited to any financial information, technical information, any customer names and lists, or other information pertaining to services provided to its customers. Proprietary Information may include information on the type of services

Licensee is offering to its customers provided that in no event shall Licensee be obligated to disclose to Licensor any customer identifying information. Information that is already in the public domain shall not be considered Proprietary Information. If information within the public domain is included with Proprietary Information on the same document, the Licensor shall only disclose those portions within the public domain. Notwithstanding any provision in this License, Licensee acknowledges and understands that Licensor is subject to the disclosure requirements of Arizona's Public Records Law.

XV. COMPLIANCE WITH LAW

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

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

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

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

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

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

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

15.2.5 Licensor's rights and remedies hereunder for Licensee's failure to comply with all applicable Telecommunications Laws supplement, and are in addition to, and do not replace, otherwise existing powers of the

City of Goodyear or any other governmental body.

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

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

15.4.1 Permission to Work in the ROW.

15.4.2 Permission to Alter City of Goodyear Improvements.

15.4.3 Permission to Obstruct Traffic.

15.4.4 Any other applicable permits regarding work in the ROW.

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

15.6 Change in Law. Licensee's execution of this Agreement does not constitute a waiver of any rights of Licensee to contest or challenge the terms and conditions contained herein, including but not limited to that the Fees contained in Article III are consistent with applicable Telecommunication Laws or regulations. In the event that any of the terms or condition of this Agreement are challenged, invalidated, modified or stayed by any state or federal regulatory or legislative bodies or courts of competent jurisdiction, the affected provision shall be invalidated or modified consistent with the action of the

Telecommunication Laws, agency, legislative body, or court, upon the written request of either Party. 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 (1) a subsidiary, a commonly owned affiliate, or a parent company; or (2) an entity which succeeds to all or substantially all of Licensee's assets as a result of a merger, sale or other similar transaction. The Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

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: Level 3 Communications, LLC
c/o Lumen Technologies, Inc.
ATTN: ROW Contract Manager
931 14th Street
Denver, CO 80202

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.

Level 3 Communications, LLC,
a Delaware limited liability company, and its affiliates

By: _____

James Nickerson
Its: ROW & Dark Fiber Director

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 #: 8.
DATE: 12/15/2025
AI #:2942

CITY COUNCIL ACTION REPORT

SUBJECT: AWARD OF CONTRACT WITH WBCP, INC. FOR EXECUTIVE RECRUITMENT FIRM

STAFF PRESENTER(S): Lyman Locket, Human Resources Director

SUMMARY

On October 21, 2025, the City Council appointed a Subcommittee comprised of three Councilmembers to assist with the recruitment process for the next City Manager. Following the Subcommittee's initial meeting, a notice inviting proposals was posted to the city's website on November 7, 2025 to solicit executive recruitment firms. The Subcommittee's initial responsibility was to review the submissions and make a recommendation to the Council.

The Subcommittee convened on November 4, December 4, December 8, and December 11, 2025, to review and score offers, interview the top firms, and discuss selection criteria. Based on this evaluation, the Subcommittee is recommending WBCP, Inc. to conduct the City Manager recruitment.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approval of contract for executive recruitment services to WBCP, Inc. to conduct the recruitment for City Manager. (Lyman Locket, Human Resources Director)

FISCAL IMPACT

The contract with WBCP, Inc. in the amount not to exceed $37,000 for the City Manager recruitment is budgeted in the City Manager's FY2026 operating budget.

BACKGROUND AND PREVIOUS ACTIONS

The City Manager provided the City Council with notice of her intent to retire effective March 6, 2026. Following this notification, the City Council appointed a Subcommittee comprised of three Councilmembers to assist with the initial phase of the search process, including the selection of an executive recruitment firm.

The Subcommittee met on November 4, 2025, to review the materials and process for soliciting proposals for executive recruitment services. The City issued a Request for Quotes (RFQ 26-0061) on November 7, 2025, with offers due on December 2, 2025. The City received a total of fifteen offers, with two deemed non-responsive.

The Subcommittee then met on December 4, 8, and 11, 2025, to review and score the submissions, interview the top three firms, and make a recommendation for award of the contract.

STAFF ANALYSIS

The Subcommittee recommends approval of a contract with WBCP, Inc., included as Attachment A, to conduct the executive recruitment for Goodyear's next City Manager.

Key considerations include:

- Vast experience conducting City Manager recruitments
- Innovative and comprehensive recruitment methodologies
- Strong reputation among referenced municipalities
- Professionalism and demonstrated ability to represent the City

Following Council approval of the contract, the Subcommittee and City staff will work with the recruiter to begin active recruitment.

Attachments

Attachment A - Contract



RECRUITMENT SERVICES

CITY OF Goodyear

CITY MANAGER

DECEMBER 1, 2025

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Confidential

DECEMBER 1, 2025

Jacque Behrens, CPPB
1900 N. Civic Square
Goodyear, AZ 85395

RE: City of Goodyear - City Manager Recruiting Services

It is our pleasure to submit this proposal for recruitment services to secure your ideal candidate to serve as the City Manager of the City of Goodyear. WBCP has worked on many City Manager recruitments, and we look forward to the opportunity to partner with your organization on this critical position!

We trust our proposal will showcase our client-focused recruitment process and will act as a testament that we are passionate about what we do to make our clients happy.

WBCP, Inc. was selected, through a national request for proposal process, as the single-awarded vendor for executive recruitment services through a national competitive process conducted by the National Association of Counties (NACo) under the Public Promise Procurement (PPP) program. This cooperative purchasing agreement, with San Diego County serving as the Lead Public Agency (LPA), allows public sector organizations across the U.S. to satisfy competitive procurement requirements and contract directly with WBCP—without the delays or added costs of a traditional RFP process. The PPP/LPA partnership ensures that organizations can engage WBCP quickly, compliantly, and with confidence in the value and quality of service delivered. **Learn more here: https://wbcpinc.com/naco.**

It has been proven that great employees are looking for great employers, not just a paycheck. WBCP provides a broader perspective to recruitment services – going beyond securing the ideal candidate – we brand your organization as an employer of choice. We use eye-catching marketing materials, innovative search practices, and responsive and respectful communications with your applicants and stakeholders. **Additionally, we guarantee this placement for 12 months, and we provide a fair and equal recruitment process that also focuses on attracting ethnic and gender-diverse applicant pools.**

WBCP is talented at working with you to identify the strengths, challenges, and opportunities of this job, the ideal candidate, and your community and organizational culture. WBCP will work with your stakeholders to design a recruitment strategy that will include a customized engagement process. We will have a series of meetings, discussions, stakeholder interviews, and survey(s) to get to know you, the organization, the community, the culture, and the staff whom the future City Manager will lead.

We have exceptional experience successfully recruiting for City Manager positions, with several recent notable recruitments including, but not limited to:

- **City Manager, City of Malibu, CA (Active)**
- **City Manager, City of Pasadena, CA (Active)**
- **City Manager, City of Santa Monica, CA**
- **City Manager, City of Parlier, CA**
- **City Manager, City of Boulder City, NV**
- **City Manager, City of Sonoma, CA**
- **City Administrator, City of Duvall, WA**
- **City Manager, City of Independence, OR**

To see a full list of our clients and successful recruitments, visit: https://tinyurl.com/8vjkk7w3.

We have over two decades of experience in public sector executive search services and have provided direct search services through WBCP since 2004. WBCP's executive recruiters are all highly personable and have unique backgrounds that make them well-equipped to take on your recruitments, as you will read their biographies in this proposal. WBCP now has offices in California, Oregon, Washington, Texas, and North Carolina.

Recruiting top talent has become the number-one topic among administrators. New and innovative recruitment strategies are critical to identifying and securing candidates with a deep understanding of how to assess and meet community needs and address future challenges. WBCP understands the complexity of community leadership, and we are prepared to provide a thorough, complete, and fair recruitment process to provide a diverse applicant pool. **Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.** In fact, we are often selected and told that we bring a larger, more qualified and diverse groups of candidates than they have ever received from past professional recruiters.

Clients also choose our firm over others because of our ability to work with your support staff and stakeholder group (including boards, appointed/elected officials, and engaged constituents), manage all details of a recruitment process, and secure great candidates. Our dedication and commitment to the client are complemented by our deep understanding and ability to effectively navigate challenging political climates.

Our clients have great things to say about the quality of the service we provide and the amazing candidates we find them, In fact, many of our clients are return customers. Please feel comfortable reaching out to these organizations to get their feedback directly.

DIVERSITY

63%

of WBCP candidates placed in positions come from a diverse background

Lastly, we love what we do, and we are passionate about finding exceptional candidates who are also passionate about serving others. WBCP's staff are driven and desire to exceed client expectations. I appreciate your consideration in retaining our services and hope to have an opportunity to work with you in the future.

Best Regards,



Wendi Brown | Founder/President, WBCP, INC.
wendi@wbcpinc.com | 541-664-0376
www.wbcpinc.com | 213 E Main St., Rogue River, OR, 97537

CITY OF Goodyear	**CITY OF GOODYEAR** **Offer and Acceptance**	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: 623/882-7893

DESCRIPTION OF SERVICES: Executive Recruitment(s)

OFFER

To the City of Goodyear: The undersigned Contractor hereby offers and agrees to furnish the Services and/or material(s) in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract; pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

Arizona Transaction (Sales):

Privilege Tax License #

City of Goodyear Business Registration No.:

For clarification of this offer contact:
Name: Wendi Brown
Telephone: (541) 664-0376
E-Mail Address: wendi@wbcpinc.com

WBCP, Inc.	*Sign:*
Company Name	Authorized Signature for Offer
213 E Main St.	Wendi Brown
Address	Printed Name
Rogue River OR 97537	President/CEO 12/01/25
City State Zip Code	Title Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Goodyear Use Only)

Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the materials and/or services as specified in Scope of Work of this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed purchase order or written notice to proceed.

City of Goodyear, Arizona. Eff. Date: _____

_____
City Manager, City of Goodyear (if applicable)

Attested by:

_____
City Clerk

City Seal

_____
Official File

_____
Procurement Manager

Approved as to form:

_____
City Attorney

A. SPECIFIC AREAS OF EXPERTISE

Our firm brings deep expertise across all facets of public-sector recruitment, organizational development, and talent strategy. We specialize in executive search, leadership and workforce assessments, classification and compensation studies, and strategic advisory services tailored to the unique needs of municipal agencies. With decades of experience partnering with cities, counties, districts, and joint powers authorities nationwide, we understand the operational, regulatory, and cultural dynamics that shape successful public-sector organizations.

We have a proven track record of working collaboratively and effectively with a wide range of city departments—including Administration, Human Resources, Finance, Public Works, Community Development, Police, Fire, Parks and Recreation, and Utilities. Our approach emphasizes clear communication, stakeholder engagement, and a thorough understanding of departmental priorities and workflows. This allows us to navigate varying technical requirements, operational environments, and organizational structures with ease.

Whether coordinating with HR on recruitment timelines, partnering with Public Works or Utilities on highly specialized technical roles, or supporting executive leadership teams through transitions, our firm consistently delivers high-quality outcomes. Our ability to adapt to each department's needs, maintain strong relationships, and uphold responsive, transparent communication ensures seamless collaboration and successful project delivery across the organization.

B. PAST CLIENTS/RECRUITMENTS

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in **California, Arizona, Colorado, Idaho, Nevada, New York, Oregon, Texas, Utah, and Washington.**

CITIES

California

- Anaheim
- Arcata
- Astoria
- Atwater
- Berkeley
- Calistoga
- Ceres
- Colfax
- Corte Madera
- Culver City
- Davis
- Dunsmuir
- Fremont
- Fresno
- Hemet
- Irvine
- Laguna Beach
- Larkspur
- Lincoln
- Livermore
- Livingston
- Long Beach
- Milpitas
- Napa
- Novato
- Oakland
- Orinda
- Oxnard
- Palo Alto
- Pasadena
- Petaluma
- Pismo Beach
- Port Hueneme
- Portola Valley
- Redding
- Riverside
- Rocklin
- Roseville
- Sacramento
- San Francisco
- San Rafael
- Santa Maria
- Santa Monica
- Santa Paula
- Santa Rosa
- Solvang
- Sonoma
- South Pasadena
- Sutter Creek
- Truckee
- Ventura
- Vernon
- Victorville
- West Hollywood
- Windsor

Oregon

- Ashland
- Central Point
- Garibaldi
- Gold Hill
- Grants Pass
- Hubbard
- Independence
- Medford
- Phoenix
- Rogue River
- Talent

Arizona

- Chandler
- Phoenix

Nevada

- Boulder City

New York

- Rochester

Texas

- Fort Worth

Utah

- Park City

Washington

- Duvall

COUNTIES

California

- Alameda
- Colusa
- Contra Costa
- Del Norte
- Fresno
- Humboldt
- Lake
- Los Angeles
- Marin
- Mariposa
- Mendocino
- Merced
- Mono
- Napa
- Nevada
- Orange
- Placer
- Riverside
- Sacramento
- San Benito
- San Bernardino
- San Diego
- San Francisco
- San Joaquin
- San Luis Obispo
- San Mateo
- Santa Barbara
- Santa Clara
- Santa Cruz
- Shasta
- Solano
- Sonoma
- Stanislaus
- Tehama
- Tuolumne
- Yolo
- Yuba

Oregon

- Jackson
- Lane

Washington

- King

Colorado

- El Paso
- Boulder
- Larimer

North Dakota

- Cass

B. PAST CLIENTS/RECRUITMENTS

LOCAL AND NATIONAL COUNCILS, BOARDS, DISTRICTS, AND JOINT POWERS AUTHORITIES (JPAS)

National
- Hass Avocado Board (HAB)
- North American Blueberry Council / U.S. Highbush Blueberry Council(NABC/USHBC)

California
- Bear Valley Community Services District
- Boulder Creek Fire Protection District
- California Prison Industry Authority (CALPIA)
- California Municipal Utilities Association (CMUA)
- Cosumnes Community Services District
- East Bay Regional Communications Systems Authority
- First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo)
- Los Angeles County Employees Retirement Association
- Los Angeles Unified School District (LAUSD)
- Mendocino County Air Quality Management District
- Metropolitan Transportation Commission (MTC)
- Modesto Irrigation District
- Monterey One Water
- Nevada Irrigation District
- Newark Chamber of Commerce
- Oakland Housing Authority
- Olivehurst Public Utility District
- Orange County Employees Retirement System (OCERS)
- Placer County Transportation Planning Agency (PCTPA)
- Port of Long Beach
- Sacramento Area Flood Control Agency (SAFCA)
- Sacramento Area Sewer District
- Sacramento Employment & Training Agency (SETA)
- Sacramento Public Library Authority (SPLA)
- Sacramento Suburban Water District
- San Benito Council of Governments
- San Benito County Water District
- San Joaquin County Employees' Retirement Association
- San Joaquin Tributaries Authority
- San Rafael Sanitation District (SRSD)
- San Ramon Valley Fire Protection District
- Santa Cruz County Animal Services Authority
- Sonoma County Library
- South Coast Air Quality Management District
- Tri-City Mental Health Authority (TCMHA)
- Truckee-Donner Public Utility District (TDPUD)
- Tuolumne Utilities District
- Valley Consortium for Medical Education (VCME)
- Valley Water
- Water Forum
- West Basin Municipal Water District

Oregon
- Jackson County Fire District 5
- Rogue Valley Sewer Services

Idaho
- Teton County Joint Housing Authority (TCJHA)

B. PAST CLIENTS/RECRUITMENTS

NONPROFITS

National
- Futures Without Violence (Family Violence Prevention Fund)
- Radio Bilingüe

California
- Center Point
- Central California Legal Services (CCLS)
- Community Food Bank
- Downtown Streets Team
- Gold Coast Health
- Greater Richmond Interfaith Program (GRIP)
- Northern Valley Catholic Social Service (NVCSS)
- Options Recovery
- Transitions-Mental Health Association
- West Angeles Church of God in Christ

Oregon
- Community Works
- Dogs for Better Lives / Dogs for the Deaf

PRIVATE ORGANIZATIONS

- CDS Publications
- Central California Truck and Trailer
- Morton & Pitalo
- NAVA
- SWEED
- Tekmanagement
- Touchstone Accounting

CONSULTING SERVICES

Cities
- Fremont (CA)
- Medford (OR)
- Santa Maria (CA)
- Santa Paula (CA)

Counties
- Humboldt (CA)
- Mariposa (CA)
- Santa Barbara (CA)
- San Luis Obispo (CA)

B. PAST CLIENTS/RECRUITMENTS

INDUSTRIES

- Organizational Leadership
- Economic Development
- Facilities & Operations
- Financial, Administrative Services, Accounting, Auditing
- Health & Human Services, Housing, Unhoused
- HR, Risk, Labor/Employee Relations
- Information Technology
- Legal, Counsel, Clerk
- Library
- Marketing, Communications, PR
- Parks & Rec, Community Services, Arts
- Planning, Environmental, Community Development, Building, Transit
- Public Safety
- Public Works, Transportation, Engineering

BELOW IS A LIST OF SIMILAR RECRUITMENTS WBCP HAS MANAGED:

ORGANIZATIONAL LEADERSHIP

- City Manager, City of Pasadena, CA
- City Manager, City of Port Hueneme, CA
- City Manager, City of Ceres, CA
- City Manager, City of Santa Rosa, CA
- City Manager, City of Gold Hill, OR
- City Manager, City of Sonoma, CA
- City Manager, City of Petaluma, CA
- City Manager, City of Phoenix, OR
- City Manager, City of Dunsmuir, CA
- City Manager, City of Oxnard, CA
- City Manager, City of Ventura, CA
- City Manager, City of Independence, OR
- City Manager, City of Garibaldi, OR
- City Manager, City of Talent, OR
- City Manager, City of Colfax, CA
- City Manager, City of Atwater, CA
- Town Manager, Town of Truckee, CA
- Town Manager, Town of Windsor, CA
- City Administrator, City of Rogue River, OR
- City Administrator, City of Hubbard, OR
- City Administrator, City of Duvall, WA
- County Executive Officer, County of Shasta, CA
- Assistant City Manager (Public Safety), City of Sacramento, CA
- Assistant City Manager (Municipal Services), City of Sacramento, CA
- Deputy City Manager, City of Long Beach, CA
- Chief Executive Officer, CalPIA (California Prison Authority), CA
- Chief Executive Officer, Newark Chamber of Commerce, CA
- Chief Executive Officer, San Joaquin County Employees' Retirement Association (SJCERA), CA
- Chief Executive Director, Valley Consortium of Medical Education, CA
- Executive Director, Water Forum, CA
- Executive Director, Teton County Joint Housing Authority, ID
- Executive Director, Placer County Transportation Planning Agency, CA
- Executive Director, Options Recovery Services, CA
- Executive Director, Latino Public Broadcasting, CA
- Executive Director, First 5 Association of California, CA
- Executive Director, First 5 Santa Barbara County, CA
- Executive Director, First 5 Fresno, CA
- Executive Director, San Benito Council of Governments, CA

B. PAST CLIENTS/RECRUITMENTS

ORGANIZATIONAL LEADERSHIP (CON'T)

- Executive Director, Northern Valley Catholic Social Service, Redding, CA
- Executive Director, Community Food Bank, CA
- Executive Director, Greater Richmond Interfaith Program, CA
- Executive Director, Tri-City Mental Health Authority, CA
- Executive Director, Sacramento Employment and Training Agency, CA
- Executive Director, Arts Commission, County of Santa Barbara, CA
- Executive Director, Police Accountability Board, City of Rochester, NY
- Executive Director, San Joaquin Tributaries Authority, CA
- Executive Vice President, Center Point, CA
- Vice President/Business Development Director, WBCP Inc., OR
- ACEO - Assistant County Executive Officer, County of Napa, CA
- ACEO - Assistant County Administrative Officer, County of Santa Barbara, CA
- ACAO - Assistant County Administrator, County of San Joaquin, CA
- ACAO/HR Director, County of Mariposa, CA
- Assistant Executive Director, First 5 San Mateo, CA
- Chief Executive Officer, Downtown Streets Team, CA
- Chief Operating Officer, IT and Administrative Services, Valley Water, CA
- Chief Operating Officer, Water Utility Enterprise, Valley Water, CA
- Chief Operating Officer, Futures Without Violence, CA
- Chief Operating Officer/Executive Director, Valley Consortium for Medical Education, CA
- Chief Operating Officer, WBCP Inc., OR
- Chief Animal Control Officer, City of Sacramento, CA
- General Manager, Olivehurst Public Utility District, CA
- General Manager, Tuolumne Utilities District, CA
- General Manager, LA Public Media, CA
- General Manager, Radio Bilingüe, CA
- General Manager, Santa Cruz County Animal Services Authority, CA

Check out our full list of recruitments here: https://tinyurl.com/8vjkk7w3

C. DIVERSITY POLICY

RECRUITING WITH DIVERSITY IN MIND

Since partnering with the country's largest network of diversity job boards, ***we have seen a 21% increase in diverse applicants and a 13% increase*** *in diverse candidates placed in positions with our clients. This demonstrates WBCP's dedication to expanding outreach and removing barriers to apply, ensuring access to a highly qualified and diverse applicant pool.*

600 Diversity Job Boards:

When you post a job with WBCP, it is automatically shared across 600 diversity job boards, maximizing reach and ensuring access to a wide and inclusive pool of talent. We also utilize the largest diversity database with over 160 million resumes and 15,000 community based organization contacts to expand our search.

LinkedIn:

As LinkedIn recruiters, we have access to over 1 Billion profiles, allowing us to evaluate candidates' backgrounds, education, experience, licensure, and more.

AI:

WBCP also leverages AI tools to gather additional information to effectively reach future applicants and candidates contact information for emails and phone numbers.

WBCP understands the complexities of meeting the needs of a diverse community, and we provide a thorough, complete, and fair recruitment process.

WBCP

Streamline and Satisfy the RFP Process to receive recruiting on demand. Reach out to WBCP today for more information.

PUBLIC PROMISE PROCUREMENT Powered by NACo

COUNTY OF SAN DIEGO

Scan to learn more!

C. DIVERSITY POLICY

WHY CHOOSE WBCP

Proven Expertise:

- **Over 20 Years in Business and 100+ Years of Experience:** With over a century of combined experience, our recruitment professionals excel in public service sectors, including cities, counties, utilities, special districts, joint powers authorities, and non-profits. Our proven track record ensures expertise tailored to your needs.

- **100% Success Rate:** In 2024, we achieved a 100% success rate, successfully filling every position we managed including partial and full scope services from engineering, planning, finance, health and human services, legal, legislative, hard-to-fill civil service positions, and many more! We deliver results no matter what the challenge.

Employer Recognition: WBCP has been recognized as Oregon's TOP 100 EMPLOYERS.

HR Teams Trust Us: We simplify the recruitment process, managing every detail so HR teams can focus on other priorities. From sourcing candidates to scheduling interviews and providing updates, our seamless approach saves time, reduces stress, and ensures results.

Strategic Marketing and Advertising: Our marketing team designs targeted campaigns using diverse, cost-effective channels powered by AI. These campaigns maximize reach while staying within budget and include:

- Diverse Applicant Pools: Access to over 600 diversity-focused job boards, 15,000 diversity affiliations, and 120 million resumes ensures diversity is integral to our process.
- LinkedIn Recruiter Expertise: With access to 230 million U.S. profiles, we connect you with top-tier talent.
- AI-Driven Talent Acquisition: Advanced AI strategies enhance efficiency and uncover new candidate engagement opportunities.

Trusted Partners and Culture Cultivators: We go beyond finding candidates by building trust with your team and stakeholders. Our tailored strategies align top talent with your organizational culture, ensuring a collaborative and thoughtful recruitment process.

Recruiting with Competencies: Ensures a fair, measurable, and effective hiring process. This strategic approach helps identify the client's needs and then assesses candidates on the critical skills and behaviors for success.
Benefits:

- Fairness: Focuses on role-specific competencies.
- Measurability: Provides objective evaluation criteria.
- Better Matches: Aligns talent with organizational and cultural needs.
- Equitable: Reduces bias with standardized assessments.

Recruiting with competencies delivers high-quality, measurable solutions that ensure the best candidates for your team's success and cultural alignment.

Timely and effective background and Reference Checks: WBCP partners with a trusted third party for thorough background checks and relies on a 30-year public safety veteran, retired as a police chief, and an expert in employee investigations, to conduct expert reference verifications. This ensures accuracy, professionalism, and confidence in every hiring decision.

Guaranteed Satisfaction: We stand behind our work with a 12-24 month guarantee. If the initial placement doesn't work out, we will conduct a replacement search at no additional consulting fee, ensuring lasting value for your investment.

D. PROJECT SPOTLIGHTS

CLIENT: City of Santa Rosa – City Manager

- **Address:** 100 Santa Rosa Ave, Santa Rosa, CA 95404
- **Email Address:** crogers@srcity.org
- **Telephone:** (707) 543-3017
- **Client:** Chris Rogers, Mayor, City of Santa Rosa
- **Service Dates:** July 2021 – October 2022
- **Executive Recruiter:** Wendi Brown, President, WBCP
- **Project Cost:** $24,900 + Expenses

ORGANIZATION SIZE/SCOPE: The City of Santa Rosa is the county seat of Sonoma County and the center of trade, government, commerce, and medical facilities for the North Bay. With approximately 178,000 residents, Santa Rosa is the fifth largest city in the San Francisco Bay Area. Santa Rosa is also a charter city operating under the council/manager form of government. The City Council consists of seven members, elected by District and is the legislative body responsible for the overall policies and direction of the City. With a FY 2021-22 budget of $473.6 million for operations and capital improvements, approximately $5 billion in City infrastructure, the City's13 departments, 15 boards & commissions, 12 employee bargaining units, and1,267 employees provide a full range of municipal services to the community.

CHALLENGE: WBCP designed an executive search for the next City Manager who would be an experienced public administrator who would become a pillar of the community. The executive search aimed to find an ideal candidate who would also be well-grounded in City fiscal management practices, budget development, staff leadership, human resources management, ideally with municipal leadership experience in California. Over 50 stakeholders were asked to provide input on the ideal candidate's top attributes, WBCP then used this information to provide an extensive executive search.

ACTIONS: By utilizing Wendi's vast professional network throughout the state, the team created a unique recruitment brochure that emphasized the City's needs for an experienced professional who would create and support an organizational culture that embraces diversity, and fosters professionalism, honesty, creative thinking, and an enjoyable work environment. Stakeholder interviews and surveys were also utilized in this recruitment.

RESULTS: WBCP conducted a nationwide search that identified 67 applicants and numerous ideal candidates. The City ultimately hired Maraskeshia Smith as the next City Manager. Maraskeshia has over 20 years of experience in government. She was excited to join the City and aid in the progression of homeless solutions and improving the quality of life for the community. She is also recognized as a champion of change who focuses on civic engagement, diversity, equity and inclusion.

See brochure here

D. PROJECT SPOTLIGHTS

CLIENT: City of Santa Monica - City Manager

- **Address:** 1685 Main St. Santa Monica CA 90401
- **Telephone:** (310) 458-8940
- **Client:** Dana Brown, Human Resources Director
- **Service Dates:** March 2025 – May 2025
- **Executive Recruiter:** Terri Maus-Nisich, Senior Executive Recruiter, WBCP
- **Project Cost:** $28,900 + Expenses

ORGANIZATION SIZE/SCOPE: The City of Santa Monica is a thriving, internationally recognized coastal community in western Los Angeles County known for its high quality of life, world-class amenities, and commitment to sustainability and social equity. The City serves approximately 93,000 residents, with a daytime population that swells well beyond that due to tourism, regional employment centers, and major attractions such as the Santa Monica Pier. Santa Monica operates under the council–manager form of government, with a seven-member City Council responsible for policymaking and strategic direction. With a multi-fund annual budget exceeding $700 million, 14 departments, multiple boards and commissions, and more than 2,200 employees, the City delivers a full spectrum of municipal services, including public safety, housing and human services, mobility, community development, cultural programming, and beach and park operations.

CHALLENGE: The City of Santa Monica sought a City Manager who could successfully guide a complex, high-profile municipal organization through a period of transformation and renewal. The ideal candidate needed to be an innovative, fiscally savvy, and community-focused leader skilled in organizational development, large-scale budget management, labor relations, and equity-based service delivery. The City required a City Manager who could collaborate effectively with the City Council, lead a highly engaged workforce, and continue advancing Santa Monica's strategic priorities, including sustainability, housing affordability, public safety, mobility, and economic recovery.

ACTIONS: WBCP designed a tailored and far-reaching recruitment strategy to attract experienced and forward-thinking municipal executives. The team collaborated closely with Human Resources Director Dana Brown to identify key leadership attributes and organizational priorities. WBCP developed a compelling recruitment brochure emphasizing Santa Monica's community values, strategic initiatives, and the City's need for a visionary administrator. Stakeholder input, including department leadership impressions and community expectations, helped refine candidate profiles. WBCP executed a comprehensive national outreach campaign using targeted advertising, direct recruiter engagement, statewide and national professional network activation, and diversity-focused outreach channels.

RESULTS: WBCP conducted a nationwide search that attracted a highly competitive pool of accomplished city management professionals. The City ultimately selected Oliver Chi as the next City Manager. Oliver brings more than two decades of public-sector leadership experience, including serving as City Manager of Irvine since 2021 and holding senior roles in several California cities such as Huntington Beach, Monrovia, Rosemead, and Barstow.
During his tenure in Irvine, Oliver led several major initiatives, including a $1.2 billion expansion of the 300-acre Great Park, the development of housing initiatives under the "Irvine Cares" program, and the City-led planning of the $600 million Gateway Village project. He now steps into leadership of Santa Monica's nearly $790 million budget and a workforce of more than 2,000 employees. Oliver is widely recognized for his inclusive, people-focused leadership style and his ability to unify teams—qualities Santa Monica's City Council highlighted as essential to guiding the City through current challenges and advancing long-term community priorities.

See brochure here

D. PROJECT SPOTLIGHTS

CLIENT: City of Pasadena - City Manager

- **Address:** 100 N. Garfield Ave., Pasadena, CA 91101
- **Email Address:** tjacobsquinn@cityofpasadena.net
- **Telephone:** (626) 744-4126
- **Client:** Tiffany Jacobs-Quinn, Human Resources
- **Service Dates:** March 2022 - June 2022
- **Executive Recruiter:** Wendi Brown, President, WBCP
- **Project Cost: $24,900 + Expenses**

ORGANIZATION SIZE/SCOPE: The City of Pasadena is a thriving, full-service municipality located in the San Gabriel Valley region of Los Angeles County. Known for its historic architecture, world-class institutions, and diverse neighborhoods, Pasadena serves a population of more than 135,000 residents. The City operates under the council–manager form of government and oversees an extensive range of municipal services, including public safety, public works, water and power utilities, transportation, housing, human services, libraries, and cultural programs. With an annual budget of approximately $900 million and a workforce of more than 2,000 employees, Pasadena is a complex organization with strong community expectations and high standards for transparency, innovation, and service delivery.

CHALLENGE: The City of Pasadena sought a City Manager who could provide strong, ethical leadership for a large, multifaceted municipal organization. The incoming City Manager needed exceptional executive oversight abilities, financial acumen, and a deep commitment to public service. Pasadena sought an experienced leader capable of strengthening organizational culture, advancing strategic initiatives, and partnering effectively with the City Council, staff, and community to support Pasadena's long-term vision.

ACTIONS: WBCP designed and executed a comprehensive nationwide search to identify top-tier municipal executives with demonstrated experience managing complex public agencies. Through broad outreach, targeted advertising, and direct engagement with seasoned professionals, WBCP generated a diverse and competitive candidate pool. A total of 66 applicants were reviewed, with 21 candidates invited for phone screening, and 10 finalists advancing to formal interviews with the City. WBCP worked closely with Pasadena's Human Resources team to coordinate interviews, gather stakeholder input, and provide thorough candidate assessments to support a well-informed selection process**.**

RESULTS: WBCP conducted a nationwide search that generated 66 applicants, resulting in 21 phone screens and 10 candidates invited to interviews. The City ultimately selected Miguel Márquez as the next City Manager. Miguel brings extensive experience in public service, including serving as Chief Operating Officer for the County of Santa Clara and holding several high-level legal and executive roles across California agencies.
Inspired by his early experiences as the son of Mexican immigrants and a Head Start participant, Miguel has built a career focused on equity, accountability, and community service. He is excited to join the City of Pasadena and lead its nearly $900 million organization and 2,000 dedicated employees. Miguel is widely recognized for his inclusive leadership style and commitment to strengthening civic engagement and improving the quality of life for the community.

See brochure here

E. DISCLOSURE STATEMENTS

Contract Non-Renewal, Cancellation, or Revocation

Our firm has not had any contracts non-renewed, cancelled, or revoked within the past five (5) years. As a result, there are no instances to report and no associated contacts or phone numbers relevant to this section.

Litigation History

Our firm has no pending litigation and has not been involved in any litigation within the past five (5) years. Therefore, there are no matters requiring disclosure related to legal actions or resolutions during this period.

Conflict of Interest Disclosure

Our firm has no professional or personal interests that could be considered a conflict of interest in representing the City. Additionally, neither the firm nor any of its staff has any arrangements—formal or informal—to derive additional compensation through relationships with similar or related organizations that would present a conflict. No such interests or compensation arrangements exist.

IV. GUARANTEE

WBCP Inc. provides either a placement guarantee, or a replacement guarantee for **Option 3** recruitments as determined by the recruitment outcome and defined below:

Successful Placement Guarantee: We guarantee a successful placement and will provide continued consulting services for one additional recruitment at no extra consulting fee. The client will be responsible for any direct expenses.
OR
Replacement Guarantee: If a candidate selected and appointed by the client leaves their position for any reason before completing **12 months** of service, WBCP will provide consulting services at no additional cost to secure a replacement. The client will be responsible for any direct expenses. This guarantee applies to one replacement within one year of the candidate's departure.

A. ORGANIZATIONAL CHART

EXECUTIVE LEADERSHIP

WENDI BROWN
President/Sr. Recruiter

HEATHER JACK
Director of Finance & Operations

MANAGEMENT/RECRUITERS

JOSETTE REINA-LUKEN
Executive Recruiter

TERI MAUS-NISICH
Sr. Executive Recruiter

LEVI KUHLMAN
Executive Recruiter

LAUREN GERSON
Executive Recruiter

DD GRISSOM
Talent Acquisition Manager

MAGGIE ALEXANDRE
Human Resources/ Special Projects Manager

STEPHANIE LAWSON
Recruitment Manager

KARLEE BECKSTEAD
Marketing & Communications Manager

SHANI PEARCE
Executive Recruiter

ADMINISTRATIVE PROFESSIONALS

LEAH MURPHY
Project Manager

SHANI PEARCE
Project Manager

LANE NOLAN
Project Manager

ANNA BROWN
Talent Acquisition Specialist

ANGELA EDWARDS
Talent Acquisition Specialist

SOFIA QURAISHI
Talent Acquisition Specialist

ALEX LE
Copywriter

RYAN BROWN
IT Technician II

MADDY SCHWARZ
Marketing & Events Coordinator

EMILY THOMASON
Marketing Assistant

AIMEE KUHLMAN
Operations Assistant

KATIE GARROTTO
Recruitment Assistant

JAYCE HERBOLD
Recruitment Assistant

KELLY ALLEN
Recruitment Assistant

CREATIVE PARTNERS / SENIOR ADVISORS

BRUCE GRIFFITHS
Organizational Development/ IO Psychologist

STEVE BROWN
National Account Manager

BILL LANDIS
Public Safety Investigator

ALAN ROSEN
Executive Recruiter/ Sr. Facilitator

BERNIE LICATA
Organizational Development Consultant

SCOTT BECKSTEAD, JD
Sr. Advisor

MIKE LUKEN
Sr. Facilitator

WILLIAM RACOWSCHI
Fire/Public Safety

CHRISTY WURSTER
Sr. Facilitator

RIVKAH SASS
Retired Library Director/Sr. Facilitator

WBCP STATISTICS

WBCP is a 100% woman-owned business. Staff and consultants are a diverse mix of gender/ethnicity
Age ranges from 24 - 70+



B. STAFF BIOS & PROJECTS

WENDI BROWN
Lead Consultant/ Sr. Executive Recruiter



I am the President of WBCP, with over 20 years of experience in marketing and advertising and combine this with my background in recruiting to successfully place hard-to-fill, management, and executive positions. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, and more. I have worked in various industries – advertising and public relations, national real estate franchisor, global manufacturing – and I have worked with nonprofit and public sector organizations since 1999. Formerly, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search, and recruiter training services to the Assistant Chief Executive Office/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor's of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing, and Human Resources; and working toward a Master's in Management at Southern Oregon University.

SIMILAR RECRUITMENTS MANAGED

City of Boulder City, NV - City Manager
Scope: *Option 3*
Dates: *8/2024 - 11/2024*
Involvement: *Lead Recruiter*

City of Parlier, CA - City Manager
Scope: *Option 3*
Dates: *1/2025 - 4/2025*
Involvement: *Lead Recruiter*

City of Pasadena, CA - City Manager
Scope: *Option 3*
Dates: *3/2022 - 6/2022*
Involvement: *Lead Recruiter*

B. STAFF BIOS & PROJECTS

TERRI MAUS-NISICH
Sr. Executive Recruiter



Terri Maus-Nisich holds a pivotal role as one of our Senior Executive Recruiters, leveraging her extensive background as a distinguished leader in local government. With a local government career spanning over 40 years, Terri's journey includes transformative roles within the County of Santa Barbara, where she ascended from Parks Director to Assistant County Executive Officer, overseeing vital municipal and health/human service departments. Her remarkable impact encompasses leadership in Homeless Services, Communications, and Emergency Management, driving community engagement, disaster recovery, and support for vulnerable populations. Before her tenure in Santa Barbara, Terri spent 15 years with the City of Santa Clarita in roles ranging from analyst to Deputy City Manager. Throughout her remarkable career, Terri prioritized strategic planning, organizational development, and innovative problem-solving, garnering numerous awards. She holds a Bachelor's Degree from UC Santa Barbara, a Masters of Public Administration from Cal State Northridge, and a graduate certificate from Harvard University's JFK School of Government.

SIMILAR RECRUITMENTS MANAGED

City of Malibu, CA (active) - City Manager
Scope: *Option 3*
Dates: *10/2025 - present*
Involvement: *Lead Recruiter*

City of Beverly Hills, CA (active) - Assistant City Manager
Scope: *Option 3*
Dates: *11/2025 - present*
Involvement: *Lead Recruiter*

City of Santa Monica, CA - City Manager
Scope: *Option 3*
Dates: *3/2025 - 5/2025*
Involvement: *Lead Recruiter*

B. STAFF BIOS & PROJECTS

LAUREN GERSON
Executive Recruiter



Lauren Gerson is a seasoned Executive Recruiter at WBCP, where she draws on over 15 years of experience in career services, customer relations, and operations. Her recruiting expertise extends across various industries, with notable success in health and human services, utilities, and finance. Lauren has helped organizations across multiple states fill hard-to-hire positions at every level, from individual contributors to executives. Lauren's diverse professional journey began in operations and events management, where she honed her expertise in human resources, business management, and regulatory compliance. She later transitioned to career services, and prior to joining WBCP, worked with a career coaching company helping job-seekers better leverage their skills and overcome barriers to employment. Lauren holds a Bachelor's degree in Philosophy from Whittier College. She brings a unique perspective to her role, and is committed to making a positive impact both professionally and personally. With her unwavering dedication and client-centric focus, Lauren continues to drive success and excellence in executive recruitment at WBCP.

SIMILAR RECRUITMENTS MANAGED

California Municipal Utilities Association - Executive Director
Scope: *Option 3*
Dates: ***5****/2024 - 9/2024*
Involvement: *Lead Recruiter*

B. STAFF BIOS & PROJECTS

LEVI KUHLMAN
Executive Recruiter



Levi Kuhlman is an Executive Recruiter at WBCP, and an experienced professional with a multifaceted career spanning across executive recruitment, real estate, and entrepreneurship. He has worked extensively with local municipalities, special districts, and not-for-profit organizations across the Western region, with a focus in California, Oregon, and Idaho. Levi has conducted many successful recruitments in various industries including planning, rent stabilization and housing, engineering, finance, city management, transportation and transit, community development, building and safety, public safety, risk management, and information technology. Levi serves as a skilled and diplomatic liaison, earning a reputation for his personalized approach to recruiting. Before joining the ranks of WBCP, he advocated on behalf of tenants, landlord, and clients. With a diverse skill set and a commitment to excellence, Levi continues to make significant contributions to WBCP, his clients, and broadening the professional community one recruitment at a time.

SIMILAR RECRUITMENTS MANAGED

City of Colfax, CA - City Manager
Scope: *Option 1*
Dates: *10/2023 - 12/2023*
Involvement: *Lead Recruiter*

City of Atwater - City Manager
Scope: *Option 3*
Dates: *3/2024 - 6/2024*
Involvement: *Lead Recruiter*

City of Tillamook, OR - City Manager
Scope: *Option 3*
Dates: *1/2025 - 4/2025*
Involvement: *Lead Recruiter*

REVIEW OTHER EMPLOYEES & CONSULTANT PARTNERS ON OUR WEBSITE:
WWW.WBCPINC.COM/WBCP-TEAM

C. RESUMES

(541) 664-0376
WENDI@WBCPINC.COM
213 E Main St,
Rogue River, OR 97537

Wendi Brown

WENDI BROWN RESUME – EXECUTIVE SEARCH & HR PROFESSIONAL

WBCP, INC | OFFICES IN OREGON AND CALIFORNIA 2004 – Present

President and Founder of WBCP, an executive search and human resources consulting firm with clients in AZ, CA, CO, ID, NY, OR, UT, and WA

Manager and lead consultant overseeing executive search services for nonprofit and public sector organizations; Use marketing and recruiting concepts to return excellent results for hard-to-fill, management and executive management positions; Lead consultant overseeing client relations, project management and recruiting consulting services; Direct project teams, production and creative marketing and branding projects; Track and manage marketing and search results; Design workforce plans, assess skill and talent gaps.

CLIENTS:

California, Arizona, Oregon, and Washington Cities of: Arcata (CA), Ashland (OR), Astoria (CA), Berkeley (CA), Calistoga (CA), Central Point (OR), Ceres (CA), Chandler (AZ), Colfax (CA), Corte Madera (CA), Culver City (CA), Davis (CA), Dunsmuir (CA), Duvall (WA), Fremont (CA), Fresno (CA), Garibaldi (OR), Grants Pass (OR), Gold Hill (OR), Hemet (CA), Hubbard (OR), Independence (OR), Irvine (CA), Laguna Beach (CA), Larkspur (CA), Lincoln (CA), Livermore (CA), Livingston (CA), Long Beach (CA), Medford (OR), Milpitas (CA), Napa (CA), Novato (CA), Oakland (CA), Oxnard (CA), Palo Alto (CA), Park City (UT), Pasadena (CA), Petaluma (CA), Phoenix (AZ), Phoenix (OR), Port Hueneme (CA), Redding (CA), Riverside (CA), Rochester (NY), Roseville (CA), Rogue River (OR), Sacramento (CA), San Francisco (CA), San Rafael (CA), Santa Maria (CA), Santa Paula (CA), Santa Rosa (CA), Solvang (CA), Sonoma (CA), Sutter Creek (CA), Talent (OR), Truckee (CA), Ventura (CA), Vernon (CA), Victorville (CA), and Windsor (CA).

California, Colorado, Idaho, Oregon, and Washington Counties of: Alameda (CA), Colusa (CA), Contra Costa (CA), El Paso (CO), Fresno (CA), Humboldt (CA), Jackson (OR), King (WA), Lake (CA), Lane (OR), Los Angeles (CA), Marin (CA), Mariposa (CA), Mendocino (CA), Merced (CA), Mono (CA), Napa (CA), Orange (CA), Riverside (CA), Sacramento (CA), San Benito (CA), San Bernardino (CA), San Mateo (CA), San Francisco (CA), San Joaquin (CA), San Luis Obispo (CA), Santa Barbara (CA), Santa Clara (CA), Santa Cruz (CA), Shasta (CA), Solano (CA), Sonoma (CA), Stanislaus (CA), Tuolumne (CA), Yuba (CA), and Yolo (CA).

Local and National Councils, Boards, and Districts: Boulder Creek Protection District, California Prison Industry Authority (CALPIA), Cosumnes Community Services District, Hass Avocado Board (HAB), Jackson County Fire District 5, Los Angeles County Employees Retirement Association (LACERA), Mendocino County Air Quality Management District, Monterey One Water, Nevada Irrigation District, Newark Chamber of Commerce, North American Blueberry Council/U.S. Highbush Blueberry Council (NABC/USHBC), Oakland Housing Authority, Olivehurst Public Utility District, Orange County Employees Retirement System (OCERS), Placer County Transportation Planning Agency (PCTPA), Sacramento Area Flood Control Agency (SAFCA), Sacramento Employment & Training Agency (SETA), Sacramento Public Library Authority, Sacramento Sewer District, Sacramento Suburban Water District, San Benito Council of Governments, San Diego Port Authority, San Joaquin County Employees' Retirement Association (SJCERA), San Rafael Sanitation District (SRSD), Sonoma County Library, Tri-City Mental Health Authority (TCMHA), Truckee-Donner Public Utility District (TDPUD), Tuolumne Utilities District, and Valley Water.

Nonprofit and Joint Powers Authorities (JPAs): Center Point, Central California Legal Services (CCLS), Community Food Bank, Community Works, Dogs for Better Lives/Dogs for the Deaf, Downtown Streets Team, First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo), Futures Without Violence (Family Violence Protect Fund), Gold Coast Health, Greater Richmond Interfaith Program (GRIP), Los Angeles Unified School District (LAUSD), La Public Media, Latino Public

C. RESUMES

WENDI BROWN RESUME – EXECUTIVE SEARCH & HR PROFESSIONAL

Broadcasting, Northern Valley Catholic Social Service (NVCSS), Options Recovery, Radio Bilingüe, Sacramento Public Library Authority (SPLA), Santa Cruz County Animal Services Authority, Teton County Joint Housing Authority (TCJHA), Transitions-Mental Health Association, Valley Consortium for Medical Education (VCME), Water Forum and West Angeles Church of God in Christ.

Private Organizations: CDS Publications, Central California Truck and Trailer, Morton & Pitalo, NAVA, SWEED, Touchstone Accounting.

Consulting services (classification and compensation services, competency modeling, job description development, job family development, job analysis): City of Fremont, City of Medford, City of Santa Maria, City of Santa Paula, County of Humboldt, County of Mariposa, County of Santa Barbara, and County of San Luis Obispo.

COUNTY OF ORANGE | COUNTY EXECUTIVE OFFICE, HUMAN RESOURCES, SANTA ANA, CA 1998 - 2003

Human Resources Consultant; Human Resources Manager; Specialist

Rapid progression of position titles and responsibilities implementing countywide initiatives affecting 24 decentralized dept., serving 17,000 employees, at the second largest county in California

Effective utilization of communications, marketing, networking tools to improve recruitment strategies; Manage department head and management recruitments; Lead internal consultant serving 24 decentralized departments supporting hard-to-fill and management recruitments; Train internal recruiters on recruitment and marketing strategies to improve results and efficiencies; Part of committee to analyze and change 25 year old County selection rules; Designed recruitment newsletters; Team member charged with designing and implementation of countywide recruiter competency based training model and recruiter assessment tool; Implemented communications campaign for new performance incentive program; Coordinated 17,000 employees/managers and internal trainers on new performance management system within 12 months.

CANON BUSINESS MACHINES | COSTA MESA, CA 1997 - 1998

Marketing Coordinator

Interface with Engineers and R&D for new product launch; Design and produce creative comps for product packaging and promotional insert materials; Create user documentation for various products in English and other languages; Network a relationship between Canon and an ISP to provide international internet access through a new product package insert.

HOMELIFE REALTY SERVICES, Inc. | NEWPORT BEACH, CA 1993 - 1995

Office and Franchise Marketing Manager

Guide, train, and support 55 franchises with over 500 agents in effective application of corporate marketing tools/strategies for business development and sales growth; Create several marketing communication tools; Cultivate and manage media relationships; public relations campaigns.

HAWKINS ADVERTISING & PUBLIC RELATIONS | NEWPORT BEACH, CA 1991 - 1993

Client Relations and Account Manager

Managed account relationships, budgets, billing, advertising, media relations, and ad placement for ad agency's clients which included Oscar Mayer, Nestles, ARA Cory, Remedy Temps, etc.; Planned and coordinated market research projects and system upgrades; organizational efficiencies.

EDUCATION

Bachelor of Science | **Business Administration** | **Marketing** emphasis | Colorado Technical University, Colorado| *Summa cum Laude*

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Rogue River, OR 97537

C. RESUMES

Terri Maus-Nisich

Santa Barbara, CA 805.450.8296 terri.mausnisich@gmail.com

Strengths Strategic Leadership - Strategic Planning - Community Based Problem Solving - Driving Systems Change -Collaboration & Partnership Building - Creating & Sustaining High Performing Teams - Policy Development & Program Implementation for Organizational & Community Impact - Executive Leadership Development

Experience

June 2023 to Present – WBCPInc. – Senior Executive Recruiter

Professional executive recruiting and consulting services emphasizing competency integration to advance hiring selection, performance management and learning and development. Key focus area includes city, county and special district executive level roles.

January 2005 to May 2023 - County of Santa Barbara, CA Office of the CEO - Assistant County Executive Officer

Leadership, coordination and implementation of complex policy related matters and departmental operations, including personnel, labor relations, budget development, strategic and long-range planning function. Direct oversight of Health and Human Services, Parks Recreation and Community Services, Library Services, Public Works, Agricultural Commissioner. Comprehensive Land Use Planning, Homeless Services, Office of Emergency Management and Communications. Oversight of community-based plans updates, prior Isla Vista Redevelopment Agency and Master Plan development, university relations, organizational strategic planning and intergovernmental and legislative affairs. Key accomplishments:

August 2002 to January 2005 - County of Santa Barbara CA - Director of Parks

Reporting to the Board of Supervisors, and working in conjunction with the County Administrator, managed and supervised 90-person department including the acquisition and stewardship of natural resources and maintenance of facilities, 23 parks and multiple open spaces County wide and oversight of $9.5 million capital improvement budget, Library and Arts Commission Programs. Key accomplishments:

July 2000 to August 2002 - City of Santa Clarita CA - Deputy City Manager/Director of Field Services/Public Works

Reporting directly to the City Manager, managed, supervised special projects, including open space planning and acquisition, River Reconnaissance/Army Corps joint study, the City Clerk's Division, and Council/Manager relations. As Director of Field Services, reported directly to the City Manager, supervised, managed, and led a staff of 60 individuals. Led functions of street maintenance, park and general government building and facility maintenance, vehicle maintenance, urban forestry, and property management. Key accomplishments:

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August 1997 to July 2000 - City of Santa Clarita - Director of Field Services/Public Works

Reporting directly to the City Manager, supervised, managed, and led a staff of 60 individuals. Oversaw functions of street maintenance, parks and general government building and facility maintenance, vehicle maintenance, urban forestry, and property management. Worked with and through others to accomplish all tasks. Established system of benchmarking and performance management. Key accomplishments:

August 1994 to August 1997 - City of Santa Clarita CA - Assistant to the City Manager

Reported directly to the City Manager and prepared and monitored the City Operating and Capital Improvement Budget more than $70 million. Led budget negotiating team and organizational restructuring efforts. Developed and implemented City's first risk management and claims systems. Developed and implemented community, organizational and departmental strategic planning efforts, City's first organizational effectiveness "Think Tank" program to generate ideas for enhanced efficiencies. Developed and implemented internal consulting team, and conducted various training seminars on performance improvement, performance measurement, and creativity.

Affiliations & Awards

ICMA – 25-year member
Former Marymount of Santa Barbara Board of Trustees
Former Santa Barbara Children's Museum Board of Directors
United Way of Santa Barbara County Board of Directors
Council on Alcoholism and Drug Abuse (CADA) Board of Directors
Michael J. Sutton Award Recipient – Contributions to the Municipal Management Profession
CSFMO Budget Award for Operations and Innovations in the Field of Budgeting
CSAC Challenge Award Health and Human Services Recovery Plan
2023 California Legislature - Women Making History – 37th Assembly District
2022 Women of Communications Achievement Award

Education

Harvard University Senior Executives in Local Government/Leadership Seminar –Certificate
California State University Northridge, Northridge, CA - MPA
University of California Santa Barbara, Santa Barbara, CA B.A. Political Science and Economics

C. RESUMES

Josette Reina-Luken

(541) 664-0376
JOSETTE@WBCPINC.COM
213 E Main St,
Rogue River, OR 97537

Proven leadership with over 20 years' experience in Municipal Administration, Finance, Human Resources, and Information Technology.

AREAS OF EXPERTISE

- Budget Development/Oversight
- General and Fund Accounting
- Grant Management
- Cost Recovery Methods
- Procurement/Purchasing
- CIP/Contract Management
- Project Management
- Process Improvement
- Human Resource Administration
- Personnel Management/ Supervision
- Risk Management/Safety Programs
- Coaching/Training/Team Building
- Computerized Maintenance Management Systems
- High Ethical Standards
- Strong Presentation Skills

PROFESSIONAL SUMMARY

WBCP, Inc. **10/2023 – Present**
Executive Recruiter
As an Executive Recruiter at WBCP, Inc., I focus primarily on public sector recruitment, particularly within the water and transportation sectors. My role involves managing recruitment projects comprehensively, from strategic scheduling to facilitating interviews and conducting in-depth candidate screenings. I also offer consulting services to City Councils, Boards of Supervisors, nonprofit boards, and other entities, working closely with hiring authorities. I excel in crafting and executing effective recruitment strategies, ensuring a seamless and efficient process. Furthermore, I am skilled in presenting highly qualified candidates to clients, aiding in the selection of top executives who align with the organization's objectives and values.

Regional Water Authority/Sacramento Groundwater Authority **09/2019 – Present**
Finance and Administrative Manager
Serving as Chief Fiscal Officer for two government agencies. Primary duties include all accounting functions (A/R, A/P, payroll), producing the audited Annual Financial Statements and State Controller's reporting, treasury and investment oversight and reporting, annual budget development and monitoring,

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human resources and benefit administration including CalPERS and OPEB, secretary to the board to over 20 water agencies, treasury and investment, in charge of purchasing, information technology, and facilities.

Citrus Heights Water District/Titan Employment Agency **08/2018 – 09/2019**
Senior Analyst
Temporary Work Assignment (1 year) to assist Operations Department, serve as Purchasing Agent, and Project Manager for District special projects (Corporation Yard Design, Staffing Analysis, Facilities Remodel, Emergency Operations and Local Hazard Mitigation Plan Update).

Nevada County Information & General Services **01/2018 – 07/2018**
Chief Fiscal Administrative Officer
Division Manager over administrative unit and staff in charge of fiscal, budget, and administrative functions for General and Information Services, Purchasing, Central Services, Facilities, Airport, County Library, and Special Events Permitting. Served as County Purchasing Agent. Financial Officer for several large county projects including construction of new Public Works Corporation Yard, countywide contract system, and airport hangar fire reconstruction.

City of Sacramento – Parks and Recreation **10/2014 – 3/2017**
Support Services Manager
Plans, coordinates, supervises, and participates in administrative services including personnel administration for the Parks and Recreation Department, 24 division budgets approximately $41 million from multiple funding sources (General Fund, CFD, Special Revenue, grants, etc.), advises and directs staff on budgetary methods and financial procedures, procurement, and various department services; Staff of 10 direct reports. Develops, amends, and interprets existing policies, procedures, and regulations concerning operations, maintenance and administrative matters; Performs fiscal analysis and prepares recommendations relating to the status of various department fund balance projections, fiscal transactions, and related financial activities (such as fleet, staffing plans, etc.) pertaining to the preparation and maintenance of the department's operating and capital budgets; prepares recommendations for City Council, boards and commissions, and department management; served as financial officer for city affiliated non-profit organization, Gifts to Share, Inc. and Interim Parks Maintenance Manager for nine months.

City of West Sacramento - Public Works **2/2005 – 10/2014**
Administrative Services Manager
Plans, organizes and supervises administration of assigned Public Works activities, human resource programs and functions, and provides highly complex and responsible management assistance to the Public Works Director; is responsible for preparation, management, coordination, and administration of 27 Public Works operating budgets (over $32 million), financial reporting, and manager over the Utility Billing Division; Manages staff of 7 accounting technicians, secretaries and clerks supporting administrative functions.

EDUCATION

University of Phoenix 1/1998 - 2/2001
Degree Received: **Master's in Business Administration**

University of South Florida 9/1993 - 12/1997
Degree Received: **Bachelor of Arts in Political Science/Public Administration**

C. RESUMES

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Lauren Gerson

Career Summary

Recruiting and career services professional with over 10 years of experience in human resources consulting, vocational coaching, and public and private sector recruiting and onboarding, as well as 15 years of expertise in client services. Career history of optimizing talent seeking and onboarding strategies, operational efficiencies, regulatory compliance and organizational development on behalf of employers and clients.

Areas of Expertise

- Operations Optimization
- Client Service Standards
- Regulatory Compliance
- Talent Seeking and Recruiting
- Onboarding and Retention
- Organizational Development
- HR policies and procedures
- Process Improvement
- Project Management

Professional Experience

WBCP, Inc. *Rogue River, OR*
Executive Recruiter *2022 - Present*

- Works with public sector agencies to recruit and retain top talent in executive level, difficult-to-fill, and highly specialized roles, with notable success in the fields of finance, utility management, legal services, public works, and police oversight.
- Serves a diverse client base across six states, including cities, counties, special districts, JPA's, and nonprofits.
- Manages the full recruitment life-cycle on behalf of client organizations, from initial conception through pre-employment processes.
- Develops customized recruitment marketing materials and advertising campaigns on behalf of clients, incorporating AI tools and inclusive search practices to ensure a diverse and robust candidate pool.
- Works closely with HR partners, hiring managers, and boards/councils throughout the recruitment process to provide consultation, strategic guidance, and timely updates.
- Provides impactful consultation regarding a wide range of human resource and organizational development issues, including job description development, talent optimization, competency modeling, classification and compensation, onboarding practices, and mentorship/sponsorship.
- Maintains working knowledge of state and federal laws and regulations related to employment and human resources, as well as public meetings and board/council procedures.

RESUMESCRIPTER *Portland, OR*
Client Services Specialist *Contract, 2014 - 2022*

- Crafted ATS-optimized resumes using industry-leading techniques to ensure clients stood out in competitive markets, resulting in 37% raises on average for job-seekers obtaining new positions.
- Worked one-on-one with clients in interview sessions, drawing out latent experience and achievements to create more impactful resumes for job-seekers in director- and c-level roles.
- Performed QA testing on RS Works platform at multiple stages, tracking and reporting glitches and recommending UX improvements to company founder on an ongoing basis.
- Presented RSworks Platform at Oregon's Vocational Rehabilitation in-service conference, leading platform demonstrations for small groups of career counselors and other workforce professionals.

FLORA SOPHIA BOTANICALS *Ashland, OR*
Operations Associate *Sept. 2021 - Present*

- Managed critical aspects of administrative operations on behalf of VC-funded wellness and botanicals company, introducing new systems to optimize production, DTC fulfillment, and customer communications.
- Created policies and SOPs to standardize product storage, recordkeeping and tracking, resulting in a 4% average increase in monthly inventory accuracy.
- Worked with external consultant to evaluate compliance and risk management procedures, executing changes to tracking systems and QC measures to ensure full compliance with ODA, OHA, OLCC, and FDA requirements.
- Provided oversight for company rebrand spanning redesign of product packaging, website, and marketing strategy, promoting clear and consistent messaging for target audience.

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Additional Experience

OLD TOWN BREWING CO. *Portland, OR*
Operations & Events Manager *Sept. 2014 - June 2020*

- Promoted integrity of operations on behalf of award-winning Portland-based brewery and restaurant generating more than $3 million in annual revenue, overseeing two-story brewpub serving more than 75,000 visitors each year.
- Directed recruitment and onboarding of all incoming employees, managing team of 20+ staff and cultivating supportive workplace culture which led to nearly 100% retention during tenure.
- Partnered with company founder throughout conceptualization and launch of innovative drive-thru brewer's market achieving nearly $100,000 in sales, partnering with 20+ renowned breweries including Ecliptic, Gigantic and Pfriem.
- Performed financial forecasting of monthly and annual sales performance, conducting analysis of P&L statements and preparing projections of labor expenditures and COGs.

PIZZICATO GOURMET PIZZA *Portland, OR*
Assistant Manager *Nov. 2010 - Sept. 2014*

- Worked with senior staff to promote optimal guest service on behalf of largest company location, generating more than $1.2 million in annual revenue and achieving consistent YOY growth above industry standard.
- Managed all FOH and BOH operations as well as a staff of 30, maintaining impeccable guest service at all times for high-volume location serving up to 700 customers each day and introducing changes which led to 20% increase in beer sales.
- Performed extensive analysis of monthly and quarterly P&L statements, leveraging insights to inform menu changes and promotional initiatives which led to team exceeding cost goals every quarter during tenure.

WHITTIER COLLEGE *Whittier, CA*
Assistant to Director of International Programs *Sept. 2009 - May 2010*

- Worked closely with students throughout all phases of applications to international study abroad programs, partnering with 100+ universities located across Europe, Asia, Central America and Africa.
- Conducted extensive research regarding educational opportunities for U.S, students, working with team to surpass national averages pertaining to study abroad participation.
- Responded to inquiries pertaining to transfer credits and course equivalencies, ensuring accuracy of documentation.
- Coordinated logistics of recruitment fairs reaching over 300 attendees, providing information to prospective candidates regarding overseas programs, financing opportunities and application requirements.
- Interfaced with 20+ programs worldwide, compiling data pertaining to program specifications and addressing issues pertaining to submitted applications.

EDUCATION & TRAINING

WHITTIER COLLEGE *Whittier, CA*
Bachelor's Degree - Philosophy *May 2010*
Dean's List, Vice President of Phi Sigma Tau Honors Society. Semester Abroad at University of Edinburgh.

Leadership Development Forum *Central Point, OR*
Centerpoint Leadership Academy *December 2023*

C. RESUMES

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Levi Kuhlman

I am a dedicated Executive Recruiter specializing in the public sector, collaborating with local and state government entities, nonprofits, City Councils, Boards of Supervisors, and nonprofit boards. With a keen focus on continuous improvement, my professional ethos is centered around leaving a positive impact, striving to enhance organizations beyond their initial state. My passion for serving people drives my commitment to identifying and placing top-tier executives who contribute significantly to the betterment of communities.

- Leadership
- Project Management
- Executive Recruiting
- Conflict Management
- Process Improvement
- Strategic Planner
- Stakeholder Engagement
- Community Engagement
- Public Speaker

PROFESSIONAL EXPERIENCE

Executive Recruiter **8/2022-Present**
WBCP Inc., Rogue River, OR
In my role as an Executive Recruiter for the public sector, I engage in comprehensive project management, overseeing all aspects of the recruitment process. This includes strategic scheduling, facilitating interviews, and conducting thorough candidate screening. My responsibilities extend to providing consulting services to City Councils, Boards of Supervisors, nonprofit boards, and other entities, collaborating closely with hiring authorities. I specialize in developing and implementing effective recruitment strategies, ensuring a meticulous and streamlined process. Additionally, I excel in presenting qualified candidates to clients, contributing to the selection of top-tier executives who align with organizational goals and values.

- Indirect oversight of 15 FTE.
- Salesforce Implementation
- Technological process improvement

Real Estate Broker **1/2019 – Present**
Corvallis, OR
As an accomplished Real Estate Broker, I have consistently excelled in helping buyers and sellers navigate the intricacies of the real estate market. With a keen focus on achieving client satisfaction, I specialize in showcasing properties, networking, and conducting comprehensive document reviews to ensure accuracy and compliance with state regulatory standards. My day-to-day responsibilities involve collaborating with clients, negotiating deals, and providing expert guidance throughout the entire buying or selling process. Additionally, I take pride in being recognized as a top-performing agent under 30, achieving this distinction based on the impressive number of units sold and high sales volume. My commitment to excellence extends to managing a dedicated marketing team of four, enhancing property visibility, and consistently driving successful transactions.

PAC 12 Official **8/2018 – 3/2020**
State of Oregon
As the youngest PAC-12 soccer official in my time, I dedicated myself to officiating matches within the conference, championing fair play, adherence to rules, and overall game integrity. Notably, I had the privilege of being personally coached by FIFA officials at regional and national championship tournaments, significantly enhancing my officiating skills, my leadership skills, and my interpersonal communication. Successfully navigating the challenges of officiating at a high level, I contributed to the smooth and fair execution of soccer competitions. This unique experience but was unfortunately halted due to COVID-19. After matches started back up, I was injured and required multiple surgeries, ultimately resulting in my inability to walk for the betterment of a year.

EDUCATION & TRAINING

Western Governors University, BS Business Administration

Western Governors University, MBA – In-Progress
Oregon State University 2018 –2020
Oregon Real Estate Licensee 2019 – Present

C. RESUMES

Shani Pearce

(541) 664-0376
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213 E Main St,
Rogue River, OR 97537

Professional Summary

Strategic and passionate leader with over 15 years of corporate experience, including 7+ years in Human Resources. Proven success as a business partner and change agent, skilled at fostering strong relationships with senior executives and driving customer and employee experience transformation. Expertise spans Talent Acquisition, Employee Relations, Compensation & Benefits, Payroll, and Learning & Development. Known for blending customer-centric thinking with disciplined execution to inspire team performance and continuous improvement.

Professional Experience

WBCP, Inc ___ **Executive Recruiter & Project Lead**

February 2025 – Present | Executive recruiting firm specializing in public sector recruitments across 11 states

- Act as client liaison throughout recruitment lifecycle.
- Manage stakeholder engagement and project milestones.
- Lead interview scheduling and execution.
- Monitor project performance metrics and budgets.
- Adjust recruitment strategies based on candidate pipeline health.
- Mentor team members and manage role assignments.
- Utilize tools including Asana, Canva, Applicant Pool, and Rally Poll.

H&S Energy Group (Formerly Andretti Group)

Enterprise Business Coordinator | December 2022 – February 2025

- Managed retail projects in OR and CA; coordinated rebranding and construction.
- Oversaw lease management and stakeholder communications.
- Handled all local, state, and federal permitting for 300+ sites.
- Provided executive support to Director of Business Ops and Real Estate.

Human Resources Business Partner, Recruiting | September 2022 – May 2024

- Led recruitment strategy aligned with business goals.
- Managed full-cycle recruitment and onboarding via HRIS.
- Partnered with leadership for workforce planning and succession.
- Spearheaded outreach, job fairs, and social media recruitment.
- Administered compensation studies and performance management.

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The LAB and Next Level University — Operations Manager

April 2019 – August 2021

- Collaborated with President on business expansion plans.
- Oversaw software for member scheduling and relations.
- Managed social media and marketing content.
- Handled employee relations, vendor management, and event planning.

Elite Event and Party Design — Co-Owner & Event Planner

January 2019 – Present

- Operate full-service wedding and event venue.
- Coordinate all aspects of events including vendor procurement and staffing.
- Manage client relations and contract development.

City of Medford — Executive Assistant to HR Director

November 2013 – January 2019

- First point of contact for HR inquiries; managed confidential communications.
- Supported HR functions including recruitment, payroll, benefits, and labor relations.
- Prepared agendas, reports, and meeting materials.
- Coordinated special projects, collective bargaining meetings, and HR events.

Self-Employed — Medical Transcriptionist

September 2009 – June 2014

- Provided confidential transcription services to local government entity.
- Maintained accurate logs in compliance with HIPAA regulations.

Special Assignments

City of Medford — Safety Committee Secretary (2014 – 2015)

- Tracked incidents, prepared inspection logs and minutes.

City of Medford — Friends of the Multicultural Fair Committee (2015 – 2017)

- Vendor & entertainment coordination.

City of Medford — Wellness Coordinator (2013 – 2018)

- Designed and implemented wellness programs and events.

C. RESUMES

Heather Jack

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Rogue River, OR 97537

Education

B.S. in Anthropology, Southern Oregon University

Graduated June 2015, Summa Cum Laude

Minors: Environmental Studies and French

Professional Experience

WBCP, Inc. — Director of Finance and Operations

2015 – Present

Heather Jack is WBCP's Director of Finance & Operations. Since starting at WBCP in 2015, she has grown into an integral part of the business. Heather currently oversees accounting and financial operations, manages the budget, and ensures the company's fiscal health. She also provides oversight and industry knowledge on all recruitments. During her time at WBCP, Heather has modernized processes and scaled technology systems for the company.

- Roles held at WBCP include:
  - Executive Assistant (2015 – 2019)
  - Office Manager (2019 – 2022)
  - Director of Finance and Operations (2022 – Present)

Circulation Desk Assistant — Hannon Library, Southern Oregon University

Ashland, OR | 2013 – 2015

- Sorted and shelved books using both Library of Congress and Dewey Decimal systems.
- Processed book loans and returns through the Summit lending system using Alma software.
- Provided front-desk and phone-based customer support for checkouts, account setup, and general inquiries.

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C. RESUMES

Stephanie Lawson

Recruitment Manager | Talent Strategy Leader | Operations & Team Oversight

Medford, OR | stephanie@wbcpinc.com | (541) 664-0376

Professional Summary

Experienced recruitment professional with over 6 years of progressive responsibility in public sector talent acquisition. Currently leads WBCP, Inc.s recruitment team as Recruitment Manager, where she provides strategic oversight of recruitment operations, supervises recruitment project managers, and directs the daily work of recruitment assistants. Recognized for streamlining processes, enhancing client experiences, and cultivating high-performing teams. Background includes administrative leadership, customer service, and operational support in hospitality and retail settings, bringing a well-rounded and people-focused approach to her work.

Skills

- Team Leadership & Oversight	- Public Sector Hiring Processes	- Strategic Project Coordination
- Client Engagement & Support	- Process Optimization	- Microsoft Word, Excel, PowerPoint
- Applicant Tracking Systems (ATS)	- Reservation & Scheduling Software	- Staff Training & Development
- Client & Candidate Communication	- Customer Service Excellence	- Problem Solving & Adaptability

Professional Experience

Recruitment Manager - WBCP, Inc. (2022 Present)

- Oversees the firms entire recruitment division, managing recruitment project managers and support staff.
- Provides high-level direction on recruitment strategies, timelines, and client communications across a portfolio of public sector hiring initiatives.

C. RESUMES

- Leads internal team coordination, ensuring project alignment, accountability, and consistent quality across all recruitment efforts.
- Drives continuous improvements in workflow, technology use, and service delivery to optimize performance.

Recruitment Coordinator - WBCP, Inc. (2020 - 2022)

- Supported end-to-end recruitment processes, including outreach, candidate communication, and interview scheduling.
- Maintained project documentation and ensured timely execution of client deliverables.
- Collaborated closely with project managers to support public sector recruitment initiatives.

Executive / Recruitment Assistant - WBCP, Inc. (2019 - 2020)

- Provided administrative support to executive recruiters and project leads.
- Handled scheduling, documentation, data entry, and communication with clients and candidates.
- Helped prepare materials for candidate assessments, client presentations, and project reporting.

Front Desk Staff & Assistant to the General Manager - Ground Up Farms Inc. (2018 - 2019)

- Performed front desk duties and provided direct administrative support to the GM.
- Handled scheduling, inventory management, and reporting in a fast-paced retail environment.
- Assisted with customer service and sales of regulated products.

Front Desk Agent - Ashland Hills Hotel (2017 - 2018)

- Delivered guest services and coordinated reservations using the Maestro system.
- Managed check-in/check-out processes and addressed guest inquiries.

Front Desk Agent - Ashland Springs Hotel (2016 - 2017)

- Provided front-line guest support and facilitated room accommodations.
- Used the Epitome reservation system to manage bookings and reports.

Education

Southern Oregon University Ashland, OR

Bachelor of Science in Business Administration, June 2018

C. RESUMES

Leah Murphy

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WORK EXPERIENCE

Project Manager
WBCP Inc.
An executive recruiting firm, specializing in public sector recruitments in 11 states
December *2023 to Present*

- Act as primary point of contact for clients, keeping them informed about the progress of the recruitment as well as the health of the applicant pool.
- Coordinate and manage stakeholder engagement throughout the project. Communicate clearly about expectations and timelines for each milestone event.
- Coordinate interviews, ensuring a smooth and efficient process.
- Track project performance against key metrics and identify areas of improvement.
- Identify and resolve issues that arise during the project lifecycle.
- Monitor recruitment progress against timeline milestones and make adjustments as needed.
- Assign and manage team members, ensuring the optimal work performance and alignment to expertise and skillset.
- Track and record project budget to guarantee accurate final client billing.
- Identify and mitigate potential risks that could impact the success of the project.
- Build and maintain relationships with key stakeholders, clients and applicants.
- Work with recruiters and sourcing team to identify qualified candidates and move them forward in the interview process.
- Provide leadership and guidance to the team, fostering a collaborative and productive environment.
- Train and onboard new team members, providing the skills and tools for success.
- Coordinate candidate and recruiter travel for in-person interviews.
- Schedule stakeholder engagement meetings prior to a recruitment open, initial applicant screening calls, and interviews.
- Utilized online tools such as Rally Poll, Applicant Pool, Asana, and Canva.

PROFESSIONAL SUMMARY

Proven ability to initiate and nurture effective communication and collaboration, contributing to a positive, cooperative, and results-driven work environment. Strong leadership, interpersonal, and organizational skills.

Highly effective in managing time and prioritizing tasks to meet multiple, shifting deadlines. Demonstrated capability to make independent decisions and to lead by example—motivating, mentoring, and empowering team members while actively supporting their professional growth and development.

CORE COMPETENCIES

- Time Management
- Attention to Detail
- Adaptability
- Strategic Thinking
- Communication
- Teamwork

EDUCATIONAL BACKGROUND

Lewis and Clark Graduate School of Education
Portland, OR
Master of Art in Teaching
Multiple Subject Endorsement
2008

Oregon Teacher Standards and Practice Commission
Preliminary Teaching Certificate *(Expired 12/2024)*
Early Elementary and Elementary Multiple Subjects

Lewis and Clark College
Portland, OR
Bachelor of Art Degree in Psychology
2006

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WORK EXPERIENCE CONTINUED

Elementary Teacher (Kindergarten - 5th grade)
Medford School District, OR *2018 - 2023*
Charleston County School District, SC *2011 - 2018*

- Create a maintain a positive and effective environment for students.
- Use instructional strategies, supported by research, to engage all students in learning.
- Understand and organize subject matter for student learning.
- Collaborate with parents and guardians through regular communication, parent-teacher conferences, and progress updates to support student achievement.
- Use appropriate assessment, evaluation and instruction techniques.
- Utilize effective practices to build a classroom community conducive to learning and emotional well-being.
- Demonstrate a firm understanding of curriculum, teaching tools and resources.
- Design and monitor a continuous professional growth plan.
- Develop and deliver engaging, standards-based instruction across core subject areas to meet diverse student learning needs.
- Assess student progress regularly and use data-driven strategies to inform instruction and improve academic outcomes.
- Plan and lead academic evening events, such as Family Literacy Night and STEM Exploration Night, to promote student enrichment and community engagement.
- Provide targeted tutoring and academic support to individual students or small groups to help close learning gaps and improve performance.
- Maintain accurate student records, including assessments, progress reports, and individualized education plans (IEPs) when applicable.

Manager
Old Market Pub and Restaurant *2009 - 2011*

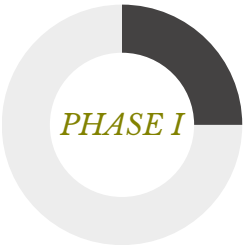
- Supervised daily operations of a busy brew pub and restaurant, managing 3–6 direct and 4 indirect staff to ensure efficiency, quality service, and profitability.
- Oversaw front-of-house and back-of-house coordination, ensuring seamless communication between kitchen staff, servers, and bar staff.
- Reconciled daily sales revenue, including food, beverage, and Oregon Lottery machine transactions, maintaining accurate financial records and preparing daily deposit reports.
- Delivered exceptional customer service by cultivating a warm, welcoming atmosphere that encouraged repeat business and positive word-of-mouth.
- Planned, scheduled, and executed private and special events in the venue's rental space; responsibilities included pre-ordering food, coordinating beverage needs, optimizing layout for guest experience, and offering on-site customer support.
- Monitored inventory levels and performed supply ordering to ensure timely stock of food, beverage, and operational materials, avoiding shortages and minimizing waste.
- Handled customer concerns and conflicts professionally, employing problem-solving and interpersonal skills to achieve mutually satisfactory resolutions.
- Ensured accurate and timely delivery of food and drink orders while maintaining quality and presentation standards.

A. RECRUITMENT PHASES

WBCP knows how to customize your search strategy to meet your unique recruitment needs. We customize your recruitment based on the specific needs, target audience, and challenges for each recruitment; however, below is a baseline approach for most recruitments.

CLIENT & STAKEHOLDER MEETINGS

We require the Client and/or Search Committee, and other stakeholders identified by the Client, be involved in the initial and final phases of this recruitment. These are critical phases to ensure we obtain a clear sense of the priorities and the successful hire of the right candidate. WBCP will meet with various stakeholders as warranted by the Client and the level of the position in the organization. These meetings will allow us an opportunity to gather information and gain knowledge about the organization, community, and unique aspects of the recruitment to design the ideal candidate professional profile, advertising materials, and strategic approach



FEEDBACK OUTCOME / TIMELINE DEVELOPMENT

Following the Client/stakeholder meetings, we will develop a detailed timeline for the recruitment along with a proposed advertising plan for approval.

CREATIVE DEVELOPMENT

Immediately following the client feedback activities, we will draft the competencies for the recruitment and advertising material/recruitment brochure for the Client's review. This information will summarize what was learned from Client-related interviews and will be used to advertise the opening.

MARKETING STRATEGY & IMPLEMENTATION

WBCP will execute a customized marketing/ad plan once the job announcement is created. An ad plan could include the following (based on assumptions), and will be customized based on information gathered in Phase I:

DIGITAL ADVERTISING WITH DIVERSITY IN MIND

WBCP utilizes digital advertising to obtain diverse applicant pools, leveraging local and national job boards, associations, and social media. In partnership with a diversity platform, our postings reach up to 600 local employment and diversity websites, connecting across 15,000+ community organizations and niche sites, tapping into a job bank of 2 million resumes. Upon our 2024 year-end review, we found that over the last three years 63% of our placed candidates came from diverse backgrounds.



EMAIL & DIRECT MAIL ADVERTISING

In addition to tapping into WBCP's existing pool of potential applicants, we have the capability to access various professional lists. We actively seek out additional lists through associations, contacts, and other strategic channels.

SOURCING/HEADHUNTING

WBCP employs a proactive approach by reaching out to targeted individuals and cultivating new connections through referrals from reputable sources. As a LinkedIn recruiter, we harness the power of over 350 million profiles to identify and engage with ideal candidates. Additionally, WBCP utilizes cutting-edge AI tools for precise Boolean searches, enabling us to uncover niche candidates effectively.

COMMUNICATION WITH CLIENT

We will provide weekly updates on the progress of this search unless the client prefers more or less frequent communications. We tailor our communications in accordance with our Client's needs.

A. RECRUITMENT PHASES

RESUME ASSESSMENT

WBCP will review resumes as they are received and/or at the close of the recruitment. Those candidates determined to be the most highly qualified will be selected for a screening interview.

SCREENING INTERVIEWS / REPORT TO CLIENT

WBCP does not restrict the number of applicants or candidates to be screened. Rather, we interview candidates who meet our ideal candidate criteria; frequently this group amounts to 20 candidates, or on average 20% of the applicant pool. Following the completion of the phone screen interviews, we will develop a report/recommended shortlist of candidates, which includes: resumes, cover letters, and a one-page profile summary of candidates' professional history, including a brief overview of WBCP's assessment and the results of their phone screen. We will meet with the selection committee/Client to review this report and select candidates for interviews. In this meeting, we will review the recruitment plan and discuss the final stages of the selection process.



COMMUNICATION WITH CANDIDATES

WBCP will take responsibility for communicating with the applicants/candidates during each phase of the search process and Client should refer any inquiries from potential or existing applicants directly to WBCP.

SELECTION PROCESS

WBCP will design and administer an appropriate final selection process based on the needs of the Client (tailored to the need and recruitment). WBCP will facilitate the invitation and coordination of these meetings/interviews and provide additional assessment tools/recommendations such as interview questions, writing and presentation exercises, problem solving scenarios, etc.

COMMUNICATION WITH CLIENT

Following the interviews and the Client's top candidate(s) selection, we will assist the Client with facilitating a thorough background and reference check. A typical approach includes a review of federal, state, and local criminal background checks and academic verification by a licensed background agency. Reference checks are conducted over the phone by a senior consultant and a final report is provided to the Client. References are completed on candidate(s) being considered after initial/panel interviews.



NEGOTIATIONS

Once the client reviews and is comfortable with the findings in the background and reference report, we are available to assist with negotiations on compensation, benefits, start date, and other transition details.

B. SCOPE OF WORK

- Facilitate initial kick-off meeting with Client and other meetings that may include Executive Leadership, staff, community, and other stakeholders to assist with identifying the ideal candidate profile.
- Assist Client hiring authority/stakeholders in modifying the job description (as needed), and develop a recruitment announcement, marketing materials, and advertising plan for the recruitment.
- Attend all other meetings and engagements as needed or identified by the Client.
- Implement advertising plan including: publication, headhunting, direct mail, and other online and email marketing efforts.
- Provide timely updates and progress reports to the client regarding search services; every two weeks or as Client identifies is needed.
- Preliminary internet searches will be conducted on recommended candidates.
- Coordinate interview panel(s) as needed, or coordinate this process with Client.
- Receive and review applicants and screen those applicants to identify top candidates. Top screened paper applicants will be video/phone screened by recruiter to identify the key competencies (technical and interpersonal) to assist in identifying the top group of candidates who will be recommended at the Client/WBCP shortlist meeting.
- Facilitate shortlist meeting with Client – review and select candidates who will be invited to interview.
- Coordinate invitations to candidates.
- Develop interview questions and other selection details to meet specific needs and identify key competencies of candidates.
- Facilitate interviews with panel(s).
- Background and reference checks will be conducted with candidates who are identified as final candidates after initial Client interviews have been conducted. Background checks will be conducted in accordance with local law and typically include the following: criminal (local, state, and federal), education, credit, social security. References will be conducted based on a 360-degree perspective and will include staff, peers, and superiors. Onsite background services are available at an additional fee (see fees for details)
- Facilitate offer and negotiations with selected candidate; as directed by Client.

C. RECRUITMENT TIMELINE

BELOW IS A SAMPLE OF AN EXECUTIVE SEARCH TIMELINE THAT WBCP WILL CUSTOMIZE FOR THIS RECRUITMENT

Week 1:

- Secure services with search firm, WBCP, Inc.
  - WBCP can schedule a Kickoff meeting as soon as we are selected.
- WBCP: review search parameters and recruiting processes with Client
  - Interview with hiring authority and other stakeholders for competencies
  - Identification of advertising venues and ideal candidate prospects
  - Calls, meetings, or coordination with other stakeholders for information gathering

Weeks 1 + 2:

- Develop and approvals: recruitment process, deadlines, ad plan and strategy, recruitment timeline and brochure
- Print coordination (if applicable)

Weeks 2 + 3:

- **OPEN RECRUITMENT AND AD PLAN:** Implement marketing plan and direct mail (if applicable)
- Secure panel member calendars
- Timeline may be extended if direct mail piece is included (i.e., print/postage)
- Finalize panel members and interview logistics and invitations to panel members

Weeks 4, 5, + 6:

- Receive applications –Collect and source applicants will continue until recruitment closes

Weeks 7 + 8:

- **CLOSE RECRUITMENT AND ADVERTISING**
- Conduct initial phone screen to identify shortlist of candidates
- Preliminary check on shortlist candidates (Google search)
- Candidate profiles developed and short list recommendations to client

Weeks 9 + 10:

- **MEETING - Client confirms selection of candidates to be advanced to panel interviews**
- Finalize questions, presentation, in-basket (as determined)
- Coordinates invitations with selected top candidates (shortlist)
- Produce panel candidate interview packets

Weeks 10 + 11:

- WBCP facilitates interview process – Interview process will be customized based on client and community needs:
  - **Day 1: Panel Interviews Conducted; Day 2: 2nd Interviews with executive leaders;**
  - 3rd interviews may be scheduled as needed with Boards/Commissions, etc.;
  - As needed schedule staff and/or community discussions/meetings

Week 12:

- WBCP conducts background and reference checks (backgrounds may be conducted by Client if current contract exists)
- WBCP conducts full reference checks for candidate(s) selected for Board/Commission interviews; or when Client is interested in making an offer

NEGOTIATIONS / HIRE:

- Hire date to accommodate possible candidate relocation
- Client (WBCP available to assist in process) conducts offer and facilitates salary negotiations with preferred candidate

D. OFFICE LOCATION

SERVICES WILL BE PERFORMED AT OUR MAIN OFFICE:
213 E MAIN ST, ROGUE RIVER, OR 97537

D. LOCATION OF OFFICE

Principal: Wendi Brown, President/CEO

Company Legal Name: WBCP, Inc. (W. Brown Creative Partners)

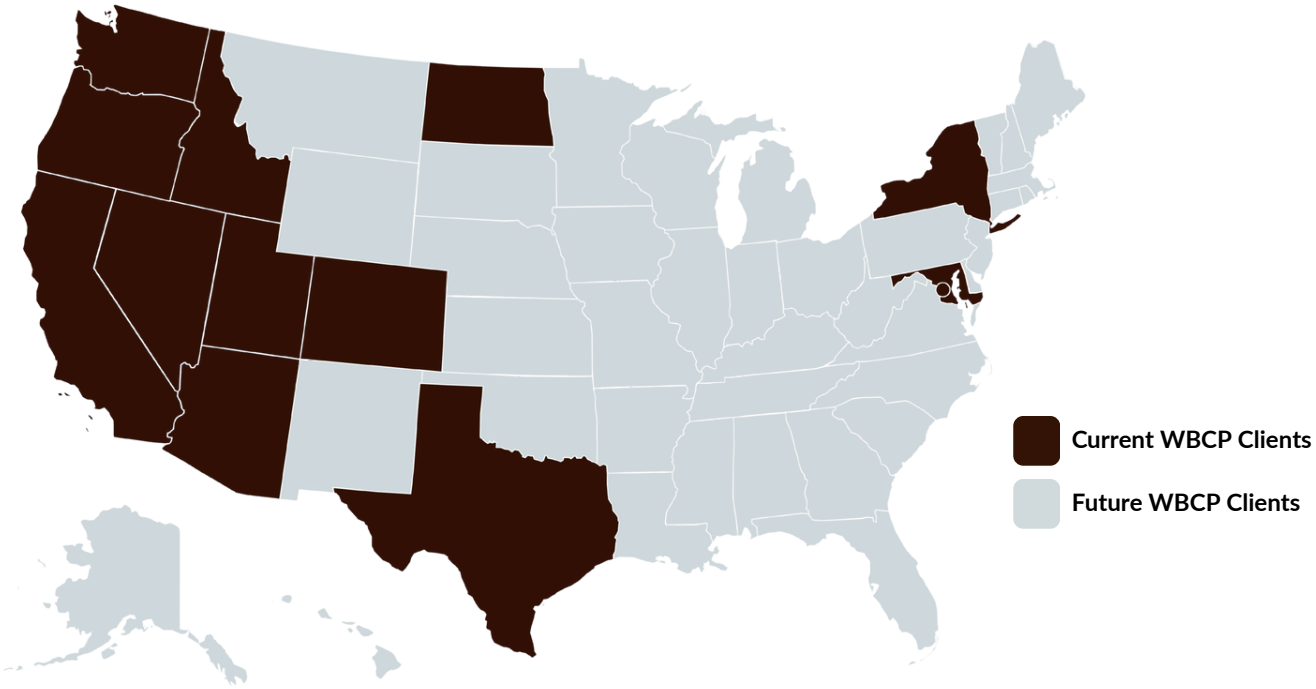
Tax ID: 81-5454037

Website: www.wbcpinc.com

Phone: 866-929-WBCP (9227) / 541-664-0376

Address:

- **Oregon (3 offices including WBCP, Inc. Headquarters):** 213 E Main St., Rogue River, OR, 97537; City of Grants Pass and City of Tigard
- **California (5 offices):** San Jose, Gilroy, Roseville, Los Angeles and Santa Barbara
- **Washington:** City of Seattle
- **Texas:** City of Dallas



WOMEN OWNED

WBCP, Inc. is a 100% woman-owned business, an S Corporation, not part of a parent company, and is a registered small business through the U.S. Small Business Administration (SBA). WBCP is registered to do business in all of the states that we serve..

BUSINESS HISTORY

WBCP, Inc. has been in business since 2004, and serves nonprofit and public sector organizations. WBCP offers a variety of services, including: partial and full service search services for individual contributor, supervisor, management and executive management positions; human resources consulting: organizational development, training, classification and compensation studies, analysis and assessments, etc.

	CITY OF GOODYEAR	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: 623/882-7893
	Fee Schedule	

For the purposes of determining the lowest cost, the City will not take tax into consideration. However, bidders shall include all applicable state and local taxes on the tax line provided. The City will pay all applicable taxes.

List Total Placement and Engagement Fees	Maximum %
Maximum Total Placement Fee (% of the candidate's first year base salary)	N/A %
Engagement Fee (% of Total Placement Fee received upon execution of task order)	N/A %

NOTE: BALANCE OF TOTAL PLACEMENT FEE MINUS ENGAGEMENT FEE TO BE PAID UPON SUCCESSFUL PLACEMENT.

Per the city's procurement code, fees paid under this contract which is a Request for Quote cannot exceed $100,000 in a fiscal year (July – June).

WBCP charges a flat rate per recruitment, not a percentage of salary. We maintain a flat-rate fee structure that covers all phases of the recruitment process—from stakeholder engagement and outreach to candidate evaluation, background checks, and reference verification. This all-inclusive approach ensures cost predictability with no hidden fees or hourly charges, while allowing us to deliver a comprehensive and high-quality recruitment process within the agreed budget.

PLEASE SEE OUR PRICING OPTIONS/STRUCTURE ON THE FOLLOWING PAGES

Confidential

WBCP RECRUITMENT SERVICES

OPTION 1

PARTIAL RECRUITMENT
ADVERTISING & HEADHUNTING

Consulting Services: $5,900

CONSULTING SERVICES INCLUDE*

- Hiring authority and stakeholder meetings (up to 2 hours for community/employee engagement)
- Develop ideal candidate profile & recruitment timeline
- Produce recruitment announcement
- Produce and implement advertising campaign
- Headhunt (LinkedIn, past lists, databases, associations, etc.)
- Implement direct mail campaign (as needed)

*Plus expenses: Between **$3,000–$4,500** for the advertising plan and creative brochure**

OPTION 1.5

PARTIAL RECRUITMENT
+ RESUME REVIEW

Consulting Services: $10,900

CONSULTING SERVICES INCLUDE*

Everything in Option 1, plus...

- WBCP will review and score resumes.

*Plus expenses: Between **$3,000–$4,500** for the advertising plan and creative brochure**

OPTION 2

PARTIAL RECRUITMENT
+ UP TO INTERVIEWS

Consulting Services: $18,900

CONSULTING SERVICES INCLUDE*

Everything in Option 1.5, plus...

- Hiring authority and stakeholder meetings (up to 8 hours for community/employee engagement)
- Present recommended short list of candidates
- Produce recommended selection assessment tools
- Coordinate candidate scheduling and invitations to interview

*Plus expenses: Between **$3,000–$4,900** for the advertising plan and creative brochure**

OPTION 2.5

PARTIAL RECRUITMENT
+ DAY 1 INTERVIEW

Consulting Services: $19,900

CONSULTING SERVICES INCLUDE*

Everything in Option 2, plus...

- Panel coordination
- Facilitate first round virtual interviews for one panel (additional panels may adjust the cost to account for increased expenses)
- Coordinate candidate scheduling and invitations to second round interviews

*Plus expenses: **$3,000–$4,900** for the advertising plan and creative brochure**

OPTION 3

FULL SEARCH SERVICES

Consulting Services: $33,000 - $37,000 (Flat Fee)

Depending on position

CONSULTING SERVICES INCLUDE*

Everything in Option 2.5, plus...

- Hiring authority and stakeholder meetings (up to 2 days of community/employee engagement) Panel coordination
- Facilitate all interviews
- Background and reference checks
- Virtual and/or in-person interviews travel up to 2 trips to client location
  12–24 month guarantee

WBCP + PUBLIC PROMISE PROCUREMENT Powered by NCI + COUNTY OF SAN DIEGO =

Streamline and Satisfy the RFP Process for Contract Recruiting

***OPTIONS 1–2.5 do not include:** Travel to client location, negotiation of candidate offer, background or reference checks, 12–24 month guarantee

HOURLY RECRUITMENT SERVICES: $250/hour

Senior Recruitment | Consulting Services

WBCP will not limit the number of hours we work on a recruitment, rather we charge a flat rate and will spend the time necessary to ensure we are successful. Consulting fees will be billed in thirds at the beginning (open for applications and advertising campaign launched), middle (shortlist selection), and end of the recruitment process (selection made and background/ references concluded).

SERVICE COST PER RECRUITMENT

CITY MANAGER

Description of Services/Deliverables:	Inclusive Rate per Recruitment:
Consulting Services: Phases I-IV in the proposal's recruitment strategy/phases section and related expenses: Brochure/graphic design; marketing and advertising which may include: print and postage (if applicable); online job boards targeted per recruitment; social media; sourcing; travel to client location (up to two trips); document shipping fees/delivery charges to facilitate virtual meetings, panel packet content; fees for background and reference checks (one candidate); one facilitator and facilitation of one panel per virtual or in person interview day.	**$37,000 (flat rate)**

Additional Services Included in Flat Fee

- Extensive stakeholder engagement including virtual stakeholder meetings
- Online Surveys: (includes developing recommended survey questions, creating and distributing the survey link, managing the survey period, and providing the compiled response data for review and analysis.)

Optional Services

- Additional virtual interview facilitation: $750/day/consultant
- Additional on-site meeting days/interviews: $1,500/day/consultant, plus travel expenses*
- Additional background checks: $300/candidate
- Additional reference checks: $500/candidate
- Additional hires: $9,000/candidate

**Expense reimbursement for Consultant travel related to additional on-site meeting days is billed at the actual rate (airfare/mileage, lodging) and is the responsibility of the Client.*

Additional Cost

Upon request, WBCP can coordinate candidate travel and related expenses. Since this service falls outside of the standard scope of work, clients who choose this option should anticipate an estimated travel reimbursement of up to $1,500 per non-local candidate. This estimate typically covers lodging, primary transportation, and/or a stipend.

Cost and Timeline Policy

1. **Work Performed Out of Scope:** To deliver optimal results, adherence to agreed-upon dates and times for critical recruitment milestones (e.g., shortlist meeting and interview dates) is required. Any changes to these timelines after the recruitment process has commenced may result in:
   a. **Forfeiture of the Recruitment Guarantee:** Deviating from the agreed timeline will void the recruitment services guarantee if the deviation is significant enough to affect the overall outcome of the recruitment (i.e., losing ideal candidates due to a prolonged timeline)
   b. **Additional Charges:** Adjustments to timelines will incur additional fees for additional administrative work, rescheduling, etc., billed at our standard hourly rate of $250.

These policies ensure clarity, fairness, and high-quality outcomes for all parties involved.

Proposal Negotiations

While our standard pricing reflects the value and quality of our recruitment services, we recognize that each client's needs are unique. As such, we are open to discussing pricing options and also offer flexible partial search services that can be tailored to meet your specific requirements.



	City of Goodyear **Attachment B** **Firm's References**	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: 623/882-7893

Please list a minimum of three (3) references from clients similar to the City of Goodyear whom the City may contact:

1	Company:	City of Phoenix, Arizona		
	Contact:	Megan Avalos	Phone:	602-262-6708
	Address:	251 West Washington Street, Phoenix, AZ 85003		
	Dates/Description of Work	7/2025 - 10/2025 Finance Director recruitment		
	Contract Value:	$24,900 + Expenses		
2	Company:	City of Pasadena, California		
	Contact:	Tiffany Jacobs-Quinn, Human Resources Director	Phone:	626-744-4126
	Address:	100 N. Garfield Ave., Pasadena, CA 91101		
	Dates/Description of Work	3/2022 - 6/2022 City Manager recruitment		
	Contract Value:	$24,900 + Expenses		
3	Company:	City of Santa Monica		
	Contact:	Dana Brown, Human Resources Director	Phone:	310-458-8940
	Address:	1685 Main St., Santa Monica CA 90401		
	Dates/Description of Work	3/2025 - 5/2025 City Manager recruitment		
	Contract Value:	$28,900 + Expenses		

Note: Use additional pages if necessary.

Click below to see our marketing samples for similar positions. To see all of our brochures, visit: wbcpinc.com/closed-jobs-private/ and use the **password: wbcp202510***

- City Manager, City of Independence, OR
- City Administrator, City of Duvall, WA
- Town Manager, Town of Truckee, CA
- City Manager, City of Boulder City, NV
- City Manager, City of Colfax, CA
- City Manager, City of Petaluma, CA
- City Manager, City of Santa Rosa, CA
- City Manager, City of Pasadena, CA
- City Manager, City of Oxnard, CA
- City Manager, City of Sonoma, CA
- City Manager, City of Port Hueneme, CA
- City Manager, City of Malibu, CA (Active)
- City Manager, City of Santa Monica, CA
- City Manager, City of Parlier, CA

INSURANCE

WBCP and its sub-consultants have reviewed the contractual agreement and the Insurance Requirements. If selected, WBCP will execute said agreement and will provide the required insurance documents. WBCP will submit certificates of insurance as evidence of the required coverage limits. Insurance policies include: liability, errors and omissions, workers compensation, and vehicle insurance.

CONFIDENTIALITY SAFEGUARDS

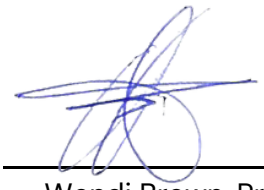
Confidentiality is paramount in the work we do. We ensure that the client and candidate information we receive, and conversations with our client (and certainly discussions in closed session) are kept confidential. There are several physical safeguards we have in place including: locked and alarmed office space, password, and encryption protected information on our computers and servers, multiple backup systems. As information is shared with our client, we discuss the importance of confidentiality and why it is important to the candidates they are considering but also brands the organization appropriately. We also ask candidates who are interviewed to keep candidate information confidential, as they may see or meet a candidate during the process. We emphasize that confidentiality is not just until the recruitment is completed, and a candidate is hired, confidentiality is in perpetuity. Leaked information is not a reputation that a client wants to receive, as this could deter future applicants from applying.

ORGANIZATIONAL DIVERSITY STATEMENT

WBCP embraces cross-cultural diversity and we are committed to equitable treatment and elimination of discrimination in all its forms at all organizational levels and throughout all consulting practices, including search services. We strive to reach diverse groups of people to inform them of leadership opportunities. Upon our 2024 year-end review, we found that over the last three years, 70% of our applicants and 63% of our placed candidates came from diverse backgrounds. We will make extensive efforts to attract a qualified applicant pool that represents a broad range of gender and ethnically diverse individuals.

FORCE MAJEURE

Client agrees that WBCP, Inc. is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes, and/or Acts of God) that prevent WBCP, Inc. from meeting its obligations under this Agreement.



Wendi Brown, President — DECEMBER 1, 2025 — Date

Client, Title — Date

INFORMATION TECHNOLOGY NON-DISCLOSURE AGREEMENT
Procurement No. 26-0061

The City of Goodyear ("City") will be exchanging certain information with WBCP Inc. ("Receiving Party") that may be considered confidential. To ensure the protection of such information, the Receiving Party agrees to the following special terms and conditions.

1. Definition of Confidential Information. For purposes of this Non-Disclosure Agreement ("Agreement"), "Confidential Information" shall include the City's information systems ("IT Systems") and all related documentation, including but not limited to descriptions of the IT systems or its component parts, system technical specifications, systems input data, system-related know-how, system technology, and all information or data which may be derived from the foregoing.

2. City is the Owner of the Information. The City created and owns all data and information residing on and/or related to its IT Systems. The City's disclosure of this information to the Receiving Party is not intended to and does not grant the Receiving Party any license or right, by implication or otherwise, to use this information for any purpose other than the specific business purposes of the City.

3. Use of Confidential Information. Receiving Party shall not use Confidential Information for any purpose except to evaluate whether it desires to enter into a business relationship with the City and/or to carry on a business relationship with the City.

   3.1 Receiving Party shall use its best efforts to protect and prevent the Confidential Information, or any part thereof, from disclosure to any person other than Receiving Party's employees having a need for disclosure in connection with Receiving Party's authorized use of the Confidential Information.

   3.2 Receiving Party shall hold Confidential Information in strict confidence and shall not directly or indirectly reproduce, transcribe, reveal, or disclose (or cause to be revealed or disclosed) Confidential Information to any third party without prior written consent of the City.

   3.3 Receiving Party shall not make, cause to be made, use, distribute, or sell for its own purposes, or for any purpose other than on behalf of the City, anything that includes or incorporates Confidential Information. Receiving Party shall promptly return all copies, renderings, transformations, and derivatives of Confidential Information to the City upon the termination of its discussions or work related to the IT Systems, unless otherwise approved in writing by the City.

   3.4 Receiving Party shall manage all of its workers who come into contact with or have access to Confidential Information and strictly enforce the obligations and duties set forth in this Agreement.

4. Exclusions from Confidential Information. The obligations this Agreement imposes shall not apply to any information that:
   a. Was known to the Receiving Party prior to the date of the City's disclosure of Confidential Information, as evidenced by third-party documentation bearing a date prior to the date of Confidential Information disclosure;
   b. Has become publicly known through no wrongful act of the Receiving Party;
   c. Receiving Party received from a third party without breach of this Agreement and without restriction as to the use and disclosure of the information;
   d. Receiving Party independently developed without use of Confidential Information; or
   e. Was approved for release in writing by an authorized representative of the IT Department/City of Goodyear.

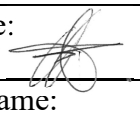
5. Binding on Successors and Assigns. This Agreement is binding on the Receiving Party's successors and assigns, and subsidiaries and affiliates, including their respective officials, directors, shareholders, managers, partners, members, employees, agents, representatives, and attorneys.

6. Breach. Receiving Party agrees that, in the event of a breach of this Agreement, the City shall be entitled to injunctive relief to enforce the Agreement's terms and conditions and to protect the Confidential Information. However, the City's remedies shall not be limited to injunctive relief, and the City may pursue other legal remedies for any breach or threatened breach, including but not limited to the recovery of damages. The parties agree that this Agreement shall be governed by the laws of the State of Arizona, and any action to enforce the terms of the Agreement shall be brought in the Maricopa County Superior Court.

7. Severability. If a court finds any provision of this Agreement invalid or unenforceable, such a finding shall not interfere with the enforcement of or the duty to comply with the remainder of this Agreement, which shall be interpreted so as to best effect the parties' intent.

8. Term and Termination. The nondisclosure provisions of this Agreement shall survive the termination of the Agreement, and the Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the information is no longer confidential or until the City sends the Receiving Party written notice releasing the Receiving Party from this Agreement, whichever comes first.

9. This Agreement supersedes and replaces all existing agreements, written or otherwise, entered into between the Receiving Party and the City and dealing with the subject matter discussed herein.

Signature: 	Date: 12/01/2025
Typed Name: Wendi Brown	Title: President/CEO
Name of Company: WBCP Inc.	
Email Address: wendi@wbcpinc.com	

	City of Goodyear	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: 623/882-7893
	Request for Quotation	

Quotation Number: 26-0061

Materials and/or Service: Executive Recruitment

Quotation Due Date: December 2, 2025 **Time:** 10:00 a.m. (Arizona Time)

Email Address: jacque.behrens@goodyearaz.gov

Procurement Staff: Jacque Behrens, CPPB

All Offers must be received by the specified date and time cited above. Late Offers will not be considered. Offers received by the correct date and time shall be publicly opened and read. Offerors are advised to carefully read the entire Solicitation Package. Offers that do not comply with all Instructions to Offerors may be disqualified.

Solicitation packages can be obtained by downloading from the City of Goodyear's website: *https://www.goodyearaz.gov/government/departments/finance/procurement-office* and following these instructions: Click on the link above, click on Bids/Proposals or you can go directly to *goodyearaz.bonfirehub.com*.

Should you experience problems downloading the solicitation, contact the procurement staff person at the above email address.

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All communications concerning this solicitation must be directed to the responsible staff identified above through the City's e-procurement system (Bonfire). Communications with other city staff may disqualify you from the evaluation process.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION

SOLICITATION OPENING

DATE: December 2, 2025 @ 10:00 a.m. (Arizona Time)

Microsoft Teams Need help?
Join the meeting now
Meeting ID: 214 657 802 032 5
Passcode: Ct2DG2YB

Download Teams | Join on the web
Learn More | Meeting options

SECTION 1 DEFINITIONS

1.1 "Contract" means this Professional Services Contract, including the standard terms and conditions, special terms and conditions, specifications/scope of work, fee schedule/price sheet, the solicitation documents, instructions to offerors (including documents referenced and included therein) and any attachments, exhibits and addendum referenced herein, the offer and any best and final offer as accepted by the City, and any amendments.

1.2 "Contractor" means the individual, partnership, entity, firm, company or corporation who, as a result of the competitive process, is awarded a contract by the City of Goodyear.

1.3 "Days" means calendar days unless otherwise specified herein.

1.4 "Litigation Expense" means any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys' fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.

1.5 "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.

1.6 "Offeror" or "Bidder" means any individual, corporation, company, or other entity who submits an offer to perform work or render services or provide goods to the City.

1.7 "Services", "Work" or "Project" means the subject matter of this Contract as set forth in the Scope of Work.

1.8 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any goods or services required for the performance of the Contract.

1.9 "Work Product" means but is not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar drawings, computer aided drafting and design (CADD) file, computer disks and/or other electronic records and media, and all "architectural work" and "works made for hire" as defined herein and by the United States Copyright Act, 17 U.S.C. § 101, *et seq*.

SECTION 2 – REQUEST FOR QUOTES

2.1. GOODYEAR PROCUREMENT CODE: The Procurement Code § 3-4-8.02 is made a part of this document as if fully set forth herein. Note: A copy of the Goodyear Procurement Code is available on the City of Goodyear website www.goodyearaz.gov.

2.2 REQUEST FOR QUOTATION (RFQ) REVIEW: Offerors shall carefully review this RFQ for defects and questionable or objectionable material. Offerors' comments concerning defects and questionable or objectionable material in the RFQ must be made in writing and received by the purchasing authority before the date and time set for receipt of quotes. This will allow time for an amendment to be issued if one is

required. It will also help prevent the opening of a defective quote, upon which award cannot be made, and the resultant exposure of Offerors' prices. Offerors' original comments should be sent to the purchasing authority listed on the front of this RFQ. Late offers will not be accepted.

2.3 QUOTATION FORMS: Offerors shall use this and attached forms in submitting quotes. A photocopied quote may be submitted.

2.4 SUBMISSION: Instructions for preparing and submitting response:

1. Quotes shall be submitted through the City of Goodyear's procurement purchasing portal (Bonfire) website at https://goodyearaz.bonfirehub.com/portal under the appropriate solicitation opportunity. Submissions submitted elsewhere or under the wrong solicitation will not be considered.
2. Solicitation Amendments: Any changes to the solicitation document will be in the form of a solicitation amendment. Amendments are posted on the City of Goodyear's purchasing portal (Bonfire) website at https://goodyearaz.bonfirehub.com/portal under the appropriate solicitation opportunity. Interested parties are cautioned to check the purchasing portal (Bonfire) for amendments prior to submitting their proposal. The City will not be held responsible if a vendor fails to receive any amendments issued.
3. The City shall not be responsible for any oral changes to the scope of work or specifications by any employees or officer of the city and interested parties are cautioned not to rely on any such changes.

2.5 QUOTE REJECTION: The City reserves the right to reject any or all quotes, combinations of items, or lot(s), and to waive defects or minor informalities.

2.6 EXTENSION OF PRICES: Intentionally left blank

2.7 PRICES: The Offeror shall state prices in the units of issue on this RFQ. Prices quoted for commodities must be in U.S. funds and include applicable federal duty, brokerage fees, packaging, and transportation cost to the FOB point so that upon transfer of title the commodity can be utilized without further cost. Prices quoted for services must be quoted in U.S. funds and include applicable federal duty, brokerage fee, packaging, and transportation cost so that the services can be provided without further cost. Prices quoted must be exclusive of federal, state, and local taxes. If the Offeror believes that certain taxes are payable by the City, the Offeror must list such taxes separately, directly below the bid price for the affected item. The City is exempt from Federal Excise Tax.

2.8 FIRM OFFER: For the purpose of award, offers made in accordance with this RFQ must be good and firm for a period of sixty (60) days from the date of quote opening.

2.9 QUOTE PREPARATION COSTS: The City shall not reimburse the cost of developing, presenting, or providing any responses to this quote. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

2.10 LATE QUOTES: Late quotes are quotes received after the time and date set for receipt of the quotes. Late quotes will not be accepted.

SECTION 3 - GENERAL PROVISIONS

3.1 INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall defend, indemnify, and

hold harmless the City, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and costs of litigation), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.2 **SEVERABILITY**: If any part of this Contract is found by a court to be unenforceable, the remaining provisions shall, nonetheless be enforceable to the extent allowed by law.

3.3 **TITLE:** Intentionally left blank

3.4 **SUITABLE MATERIALS:** Intentionally left blank

3.5 **SPECIFICATIONS:** Intentionally left blank .

3.6 **CONTRACT FUNDING:** Offerors are advised that funds are available for the initial purchase and/or the first term of the contract. Payment and performance obligations for succeeding purchases and/or additional terms of the contract are subject to the availability and appropriation of funds.

3.7 **CONFLICT OF INTEREST:** A Council member or employee of the City of Goodyear may not seek to acquire, be a party to, or possess a financial interest in, this contract if Council member or employee has the power to take or withhold official action so as to affect the award or execution of the contract.

3.8 **ASSIGNMENT(S):** Assignment of rights, duties, or payments under a contract resulting from this RFQ is not permitted unless authorized in writing by the Procurement Manager for the City of Goodyear. Quotes that are conditioned upon the City's approval of an assignment will be rejected as non-responsive.

3.9 **FORCE MAJEURE:** The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; pandemics; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

3.10 **DEFAULT:** In case of default by the contractor, for any reason whatsoever, the City of Goodyear may procure the goods or services from another source and hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity.

3.11 **DISPUTES:** Any dispute arising out of this agreement shall be resolved under the laws of Arizona. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain any relief from or remedy in connection with this agreement may be brought only in court for the State of Arizona.

3.12 CONTINUATION OF SERVICES – ISRAEL: Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in a boycott of Israel, as that term is defines in A.R.S. § 35-393.

3.13 ORDER DOCUMENTS: Except as specifically allowed under this RFQ, an ordering agency will not sign any vendor contract. The City is not bound by a vendor contract signed by a person who is not specifically authorized to sign for the City under this RFQ. The City of Goodyear Purchase Order is the only order documents that may be used to place orders against the contract(s) resulting from this RFQ.

3.14 ADD/CHANGE/DELETE: The City reserves the right to add, change, or delete items to meet the City's needs throughout the life of the contract.

3.15 BUSINESS REGISTRATION PERMIT
Firm(s) awarded contracts with the City shall be required to obtain a City of Goodyear Business Registration Permit through the Goodyear Business Registration Office. For further information call Finance, at (623) 932-3910 or bl@goodyearaz.gov.

3.16 EVALUATION PANEL: Submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose quote is determined to be the most advantageous to the City.

3.17 PANEL CONTACT: Offeror shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the solicitation, after submittal.

3.18 COMPLIANCE WITH LAW: Contractor, its employees and subcontractors shall provide all Services under this Contract in compliance with all applicable laws, rules, regulations, building codes, life safety codes, and other standards and criteria designated by the City.

3.19 NON-DISCRIMINATION: Contractor shall not discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 as amended; the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and Arizona Executive Order 2009-09 as amended, in performing this Contract and to permit the City to verify such compliance.

3.20 E-VERIFY: Pursuant to the provisions of the Federal Immigration and Nationalization Act and A.R.S. § 41-4401, as amended, Contractor hereby warrants to the City that the Contractor and each of its subcontractors will comply with all federal immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. § 23-214. The City may request verification of compliance from Contractor and any of its subcontractors under this Contract. The City reserves the right to confirm compliance. Should the City suspect or find that the Contractor or any of its subcontractors are not in compliance, the City may pursue any and all remedies allowed by law, including, but not limited to suspension of Services, termination of the Contract for breach or default, and suspension and/or debarment of the Contractor. All costs necessary for compliance shall be solely borne by the Contractor.

SECTION 4 - SERVICES PROVIDED BY CONTRACTOR

4.1 **SCOPE OF WORK**: Contractor shall provide those "Services" described in the solicitation. Additional Services, which are outside the scope of basic services contained herein shall not be performed by Contractor without prior written consent of the City. Authorized additional Services shall be compensated for by a fee mutually agreed upon between the City and Contractor.

4.2 **PROFESSIONAL PRACTICES:** All Services shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices. Contractor is responsible for knowing and complying with all applicable laws, rules, and regulations, including all applicable building regulations, license and permits requirements.

4.4 **COMPLIANCE:** In the performance of a contract that results from this RFQ, the contractor must comply with all applicable federal, state, and City regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and City taxes.

SECTION 5 - COMPENSATION AND BILLINGS/PAYMENTS

5.1 **TAXES:** Contractor is solely responsible for any and all tax obligations that may result from Contractor's performance of this Contract.

5.2 **LICENSING/PERMITS**: Contractor warrants and certifies that Contractor and its Subcontractors will maintain valid licenses, registrations, permits, and other approvals necessary to perform the Services required under this Contract ("Approvals"). Contractor shall immediately advise the City in writing of any change in information provided by Contractor or its subcontractors as it relates to any Approvals. Noncompliance with this provision is a material breach of Contract.

5.3 **BILLING INSTRUCTIONS:** Invoices must be billed address shown on the individual Purchase Order. The City will make payment after it receives the merchandise or service and the invoice.

5.4 **PAYMENT FOR CITY PURCHASES:** A separate invoice shall be issued for each shipment of material or service performed and no payment will be issued prior to receipt of material and or services and correct invoice indicating the correct Purchase Order number. The City will endeavor to pay within 30 days of receipt of a proper billing for goods or services delivered to the location specified in the RFQ.

5.5 **PAYMENT DISCOUNT:** Discounts for prompt payment will not be considered in evaluating the price you quote. However, the City shall be entitled to take advantage of any payment discount(s) offered by the vendor provided payment is made within the discount period. Payment discount periods will be computed from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice.

5.6 **VENDOR TAX ID NUMBER:** If goods or services procured through this RFQ are of a type that is required to be included on a Miscellaneous Tax Statement, as described in the Internal Revenue Code, a valid tax identification number must be provided to the City of Goodyear before payment will be made.

5.7 MODIFICATION OR WAIVER. Any changes, alterations, or modifications to this Contract, including agreed upon interpretation of meaning and other mutually agreed upon conditions provided for in this Contract, shall be made by written amendment executed by all Parties and adopted in the manner by which this Contract was adopted.

END OF STANDARD TERMS AND CONDITIONS

SECTION 1. TERM OF CONTRACT

1.1 The initial term of this contract shall be from the date of award, with the option to renew for four (4) additional one-year periods, upon mutual written consent of the parties to the contract, not to exceed five (5) years. The City has no obligation to extend or renew this contract, and any decision to do so is at the sole discretion of the City.

1.2 Contractor shall not commence work until Contractor receives a purchase order signed by the City of Goodyear procurement manager or designee.

SECTION 2 INSURANCE

2.1 Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.

2.2 Notice of Cancellation. Each certificate for each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage by endorsement to limits lower than those required by this Contract, except after prior written consent from the City. Notice will be sent as required herein.

2.3 No Representation of Coverage Adequacy. The insurance requirements herein are *minimum requirements.* The City in no way warrants that the minimum requirements are sufficient to protect Contractor from liabilities that might arise out of the performance of the Work under this Contract by Contractor, and the Contractor is free to purchase additional insurance. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations under this Contract.

2.4 Non-Waiver. The City reserves the right to review any and all insurance policies and/or an endorsement required by this Contract, but has no obligation to do so. Failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract. Any failure of Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, agents, employees and volunteers.

2.5 Notice of Cancellation. Each certificate for each insurance policy required by this Section shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage by endorsement to limits lower than those required by this Contract except after prior written consent from the City.

2.6 Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.

2.7 Other Contractors or Vendors. Contractor shall ensure its subcontractors and any vendors that may be contracted with in connection with the Project procure and maintain insurance coverage as is appropriate for their particular contract and properly endorse the City as required in this Section 2.

2.8 Minimum Scope and Limits of Insurance. Contractors shall obtain and maintain in full force and effect during the life of this Contract, and any warranty period, all of the following minimum scope of insurance coverages with an insurance company duly licensed by the State of Arizona with a current A.M. Best Company, Inc rating of not less than A- or above and a category rating of not less than "8" with policies and forms satisfactory to the City. Use of alternative insurers requires prior written approval from City.

2.8.1 WORKERS' COMPENSATION: Workers' Compensation as required by State and federal law statutes having jurisdiction over its employees engaged in the performance of any Services herein. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

2.8.2 COMMERCIAL GENERAL LIABILITY: Commercial General Liability insurance with a limit of not less than $1,000,000, for each occurrence and $2,000,000 in the aggregate. The policy shall include coverage for premises-operations, products/completed operations, contractual covering, personal injury/bodily injury, property damage, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations of indemnification required by this agreement. A general liability insurance policy may not be written on a "claims made" basis. These limits may be met through a combination of primary and excess liability coverage.

2.8.3 AUTOMOBILE LIABILITY: Commercial and Business Automobile Liability insurance for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than $1,000,000, combined single limits, per occurrence for bodily injury and property damage. Coverage will be at least as broad as coverage Code 1 "any auto" under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.

2.8.4 PROFESSIONAL LIABILITY ("E &O"): E&O liability insurance with policy limits of not less than $1,000,000 each claim and $2,000,000 annual aggregate limit. Contractor shall obtain and maintain, such E&O liability insurance during the life of this Contract and for three years after completion of the work hereunder.

2.9 Endorsements/Certificates of Insurance. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

2.9.1 Additional Insureds. "The City of Goodyear and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of, or related to, activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."

2.9.2 Primacy of Coverage. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of insurer's liability. Contractor's policy shall be primary and non-contributory.

2.9.3 Certificates of Insurance. Contractor shall provide the City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Contract. The insurance certificates shall be attached hereto and incorporated hereby this reference.

SECTION 3 – EVALUATION PROCESS / INTERVIEWS

3.1 The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.

3.2 EVALUATION PANEL

Submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.

3.3 PANEL CONTACT

Offeror shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the solicitation, after submittal.

SECTION 4 EVALUATION CRITERIA

A committee will evaluate and rank the offers, based on the following criteria:

1.	Experience of Firm	35%
2.	Key Personnel and their Experience	30%
3.	Method of Approach	20%
4.	Cost	15%

END SPECIAL TERMS AND CONDITIONS

The City of Goodyear ("City") is seeking offers from qualified executive search firms to provide professional recruitment services. The selected firm will work in partnership with the Human Resources Department and other departments within the City to conduct a comprehensive **national search** to identify and secure the most qualified candidate.

The selected firm will provide full-service executive recruitment support for various executive positions for the City of Goodyear.

One position that the City is currently looking to recruit is the City Manager position. The awarded firm will work with the City Council subcommittee and the Human Resources Department to secure the most qualified candidate.

For the City Manager position:

1. **Collaboration and Consultation**
   - Work closely with the City Council subcommittee and Human Resources to confirm the desired qualifications, leadership style, experience, and competencies for the next City Manager.
   - Provide expert advice on best practices in executive recruitment, assessment tools, and stakeholder engagement.
2. **Recruitment Planning and Execution**
   - Develop and finalize a comprehensive recruitment schedule, including review, interview, and selection phases.
   - Conduct a **national search**, prepare the job announcement, design recruitment materials, and advertise through appropriate channels.
   - Implement a proactive outreach strategy, including direct and targeted engagement with potential candidates.
3. **Candidate Evaluation and Screening**
   - Review and evaluate all applications; verify credentials, qualifications, and references.
   - Conduct preliminary interviews with qualified candidates.
   - Perform in-depth background and professional reference checks for finalists.
   - Prepare and present a written summary of each top candidate's background, strengths, and accomplishments.
4. **Coordination and Logistics**
   - Manage all communication, documentation, and recordkeeping throughout the recruitment process.
   - Coordinate travel arrangements for finalists and their spouses (if applicable).
   - Assist in preparing interview materials, including questions and evaluation tools.
   - Participate in and support the City's interview and selection process.
5. **Compensation and Offer Support**
   - Provide comparative compensation data and assist COG in negotiating employment terms with the selected candidate.

Reference Documents

A current **City Manager Job Description** is attached as an appendix to this quote. Please note that the document is under review and may be subject to change.

The awarded firm shall:

1. Conduct the City Manager recruitment project.
2. Provide a list of successful City Manager placements, noting the size of each municipality and the total number of placements in cities comparable to Goodyear. Include details demonstrating the firm's success in attracting a diverse pool of candidates.
3. Identify the project team, including names, titles, and relevant placement experience. Attach resumes and full contact information (phone, fax, email, and website).
4. Submit three examples of City Manager recruitment brochures completed for municipalities similar to Goodyear.
5. Provide a sample City Manager search report prepared for a comparable client.
6. Include a non-binding cost estimate or "not-to-exceed" amount for proposed services, along with anticipated costs for any optional or additional recruitment and selection services.
7. Outline the complete fee structure for the search.
8. Present an anticipated project schedule for all phases of the recruitment and selection process.

	CITY OF GOODYEAR	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: 623/882-7893
	Fee Schedule	

For the purposes of determining the lowest cost, the City will not take tax into consideration. However, bidders shall include all applicable state and local taxes on the tax line provided. The City will pay all applicable taxes.

List Total Placement and Engagement Fees	Maximum %
Maximum Total Placement Fee (% of the candidate's first year base salary)	%
Engagement Fee (% of Total Placement Fee received upon execution of task order)	%

NOTE: BALANCE OF TOTAL PLACEMENT FEE MINUS ENGAGEMENT FEE TO BE PAID UPON SUCCESSFUL PLACEMENT.

Per the city's procurement code, fees paid under this contract which is a Request for Quote cannot exceed $100,000 in a fiscal year (July – June).

	CITY OF GOODYEAR	Procurement Office 1900 N. Civic Square Goodyear, AZ 85395 Phone: 623/882-7893
	Offer and Acceptance	

DESCRIPTION OF SERVICES: Executive Recruitment(s)

OFFER

To the City of Goodyear: The undersigned Contractor hereby offers and agrees to furnish the Services and/or material(s) in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract; pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

Arizona Transaction (Sales):

Privilege Tax License #

City of Goodyear Business Registration No.:

For clarification of this offer contact:

Name:

Telephone:

E-Mail Address:

Sign: _____

Company Name

Authorized Signature for Offer

Address

Printed Name

City State Zip Code

Title Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Goodyear Use Only)

Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the materials and/or services as specified in Scope of Work of this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed purchase order or written notice to proceed.

City of Goodyear, Arizona. Eff. Date: _____

_____

City Manager, City of Goodyear (if applicable)

Procurement Manager

Attested by:

_____

City Clerk

Approved as to form:

City Seal

_____

Official File

_____

City Attorney

The Offer shall include the following and should be presented in the order in which they appear. Failure to provide all of the required information may result in rejection of your quote.

1. COVER LETTER

Cover letter shall include the following background information regarding the Offeror's organization, including, but not limited to:

a) Primary contact information including name, title, email, phone, and mailing address. The person identified will be authorized to receive notices from the City.

b) Areas of specialty

c) Signed Offer and Acceptance (see page 15)

2. FIRMS SIMILAR EXPERIENCE AND EXPERTISE

Offeror shall describe consulting experience for conducting national Executive Recruitments. Relevant information shall include, but not be limited to the following:

a) Provide details regarding Offerors past experience in providing services as outlined in this solicitation. Public sector experience preferred.

b) Describe your firm's specific areas of expertise and demonstrate your firm's ability to work successfully with the various city departments.

c) Identify and describe your firms experience with three (3) similar projects within the last five (5) years. Provide the clients contact name, and current contact information, including phone numbers and email address.

d) Provide a list and explanation for any contract that was not renewed, cancelled or revoked within the past five (5) years. Include contact names and phone numbers.

e) Describe any and all pending litigation involving the Offeror and the resolution of any and all litigation during the past five (5) years.

f) The Consultant shall disclose any professional or personal interests which could be considered a conflict of interest in representing the City. The Consultant shall further disclose arrangements to derive additional compensation (formal or informal) that the firm or any of its individuals has with similar or related organizations.

3. KEY PERSONNEL AND THEIR EXPERIENCE

a) List examples of similar projects for which your key personnel were directly involved. Include brief scope, date of services and staff involvement. Public sector experience preferred.

b) Resumes for each key team member shall be limited to a maximum length of two (2) pages for each team member.

4. METHOD OF APPROACH/COMPLIANCE WITH RFQ

Offeror shall provide a description of the following:

a) Understanding of the scope of work.

b) Describe your project management methods and how you would propose to coordinate projects with City staff.

c) Location of office performing services.

5. PRICE/COST CONSIDERATION

Cost provided (see attached Fee Schedule) shall be inclusive of all time and materials necessary to complete the desired deliverable, including any required equipment necessary for installation.

Please list a minimum of three (3) references from clients similar to the City of Goodyear whom the City may contact:

1	Company:			
	Contact:		Phone:	
	Address:			
	Dates/Description of Work			
	Contract Value:			
2	Company:			
	Contact:		Phone:	
	Address:			
	Dates/Description of Work			
	Contract Value:			
3	Company:			
	Contact:		Phone:	
	Address:			
	Dates/Description of Work			
	Contract Value:			

Note: Use additional pages if necessary.

Ideal Candidate Profile: City Manager – Goodyear, Arizona

The City of Goodyear seeks a visionary and values-driven leader who will champion a workplace culture recognized as best in class—one that thrives on empathy, initiative, innovation, optimism, adaptability, and integrity. This individual will be a dynamic and committed public sector professional with a proven track record of achievement across diverse areas of local government.

The ideal candidate will be a collaborative force—someone who builds trust through transparent communication and inclusive engagement with internal teams, elected officials, and the broader community. They will actively cultivate ideas from all levels of the organization, empowering staff and stakeholders to co-create forward-thinking solutions that address complex city challenges.

This leader will bring exceptional strategic planning capabilities, sound administrative judgment, and a deep understanding of fiscal stewardship and economic development. Equally important, they will demonstrate emotional intelligence and interpersonal finesse, fostering a workplace where people feel heard, respected, and inspired to contribute their best work.

The next City Manager will form a strong, values-based partnership with the Mayor and City Council—grounded in mutual respect, candid dialogue, and a shared commitment to equitable governance. They will embrace the opportunity to lead Goodyear into the future, guiding the city with optimism and integrity towards continued excellence.

Job Title: **City Manager**
Department: City Manager's Office
Reports To: **Mayor and City Council**

Origination Date: 02/16/2006
Revision Date: 10/25/2025

Job Grade: **Contract**
FLSA Status: **Exempt**

JOB DESCRIPTION SUMMARY

The City Manager is the chief administrative officer for the City of Goodyear, providing visionary, ethical, and innovative leadership to ensure the delivery of high-quality services and the advancement of a vibrant, inclusive, and future-focused community. Reporting directly to the Mayor and City Council, the City Manager drives organizational excellence, fosters a culture of adaptability and continuous improvement, and champions the city's mission, vision, and values. This role requires a dynamic leader who thrives in a fast-paced environment, inspires collaboration, and is committed to equity, transparency, and operational excellence.

ESSENTIAL FUNCTIONS
This information is intended to be descriptive of the key responsibilities of the position. The following functions do not identify all duties performed by the incumbent. Other duties and responsibilities will be performed as assigned.

Strategic Leadership & Vision

- Collaborate with elected officials to develop and implement a long-term strategic plan that drives sustainable community growth and innovation.
- Inspire and lead a high-performing organization, setting a tone of excellence, accountability, and adaptability at all levels.
- Champion the city's mission, vision, and values, ensuring alignment across all departments and initiatives.

Operational Excellence

- Oversee all city departments, ensuring effective, efficient, and equitable delivery of services such as public safety, infrastructure, economic development, and community programs.
- Direct the preparation and administration of the city's annual budget and capital improvement program, ensuring fiscal responsibility and strategic resource allocation.
- Utilize performance metrics and data-driven decision-making to drive continuous improvement and innovation in city operations.

People & Culture

- Foster a culture of integrity, empathy, optimism, innovation, adaptability, and initiative throughout the organization.
- Recruit, develop, and mentor a diverse, talented workforce; promote inclusion, fairness, and professional growth.
- Ensure a discrimination-free workplace and champion employee wellbeing, engagement, and recognition.
- Foster positive, collaborative relationships with employee associations and labor groups. Oversees meet and confer processes, resolve workplace issues proactively, and ensure fair, transparent, and equitable labor practices that support a dynamic and engaged workforce.

Community Engagement & Collaboration

- Serve as a visible, accessible leader, building trust and consensus among residents, businesses, elected officials, and regional partners.
- Encourage inclusion and facilitate community-wide dialogue, ensuring that diverse perspectives inform city policies and initiatives.
- Represent the city at local, regional, and national forums, advocating for Goodyear's interests and priorities.

Governance & Compliance

- Ensure compliance with all applicable laws, regulations, and ethical standards.
- Prepare and present reports, policy recommendations, and agenda materials to the City Council.
- Oversee the negotiation and administration of contracts, grants, and special projects.

Innovation & Change Management

- Lead organizational change initiatives, championing new ideas and technologies that add value and enhance service delivery.
- Promote a culture of curiosity, resourcefulness, and continuous learning.
- Anticipate and respond proactively to emerging challenges and opportunities in the community and the organization.

JOB REQUIREMENTS

- **Formal Education/Knowledge:** Work requires broad knowledge in a general professional or technical field. Knowledge is normally acquired through four years of college resulting in a Bachelor's degree or equivalent. Master's degree in Public Administration, Business, or related field preferred.
- **Experience**: Minimum of nine years of progressively responsible experience in local government management or a related field. Demonstrated expertise in strategic planning, financial management, and organizational leadership.
- **Certifications and Other Requirements:** Valid Driver's License
- **Reading:** Work requires the ability to read technical information and data, policies, laws, guidelines, and procedures at a college level.

- **Math:** Work requires the ability to perform general math calculations such as addition, subtraction, multiplication, division and percentages.
- **Writing:** Work requires the ability to write reports, ordinances, policies, and general plan goals, objectives and policies.
- **Managerial:** Complex - Work requires managing and monitoring work performance of a department including evaluating program/work objectives and effectiveness, establishing broad organizational goals and realigning work and staffing assignments for the department.
- **Budget Responsibility:** Significant - Has responsibility for final approval of a department's budgetary recommendations to a Deputy City Manager/City Manager. Monitors progress toward fiscal objectives and adjusts plans as necessary to reach them.
- **Policy/Decision Making:** Significant - The employee normally performs the duty assignments within broad parameters defined by general organizational requirements and accepted practices. End results determine effectiveness of job performance. This position independently decides how objectives are achieved and what resources are needed. Typical positions in this category are upper management to executive level jobs.
- **Technical Skills:** Comprehensive Application - Work requires advanced skills and knowledge in approaches and systems, which affect the design and implementation of major programs, solutions for highly complex issues, and/or processes organization-wide. Independent judgment and decision-making abilities are necessary to apply technical skills effectively.
- **Interpersonal/Human Relations Skills:** High - Interactions involve overseeing and/or approving final decisions regarding policy development and implementation. This level often involves interaction with others outside the organization or department on key organizational/departmental issues and requires exercising participative management skills, high levels of negotiation, and the ability to reach consensus on complex issues to achieve organizational goals and objectives.

HEALTH AND SAFETY

Safety is everyone's responsibility. All employees are expected to work in a safe manner and report unsafe activities and conditions. The following are the physical, non-physical, health, and safety demands required of the employee based on frequency they will be performed.

Frequency Code Description

Rarely, less than 1 hour/day
- Occasionally, 33% of the day
- Frequently, 33-67% of the day
- Constantly, more than 67% of the day

- **Primary Work Location:** Office Environment

- **Overall Strength Demands:** Light
  - Rarely: N/A
  - Occasionally: Exerting up to 20 pounds
  - Frequently: Exerting up to 10 pounds
  - Constantly: Exerting negligible amounts of walking or standing
- **Physical Demands**
  - Rarely: Lifting, kneeling, pushing, pulling, balancing, crouching, and twisting
  - Occasionally: Carrying, reaching, climbing and foot controls
  - Frequently: Standing, walking, handling, hearing, and talking

  - Constantly: Fine dexterity and vision
- **Non-Physical Demands**
  - Rarely: Emergency situations, tedious or exacting work, noisy and/or distracting environment
  - Occasionally: Frequent change of task, irregular schedule, overtime
  - Frequently: Time pressure, performing multiple tasks simultaneously
  - Constantly: Working closely with others as part of a team

Health and Safety Conditions

- **Chemical**
  - Never: Skin contact, absorption, injection, inhalation or ingestion
  - Rarely: N/A
  - Occasionally: N/A
  - Frequently: N/A
  - Constantly: N/A
- **Physical Hazards**
  - Never: Thermal stress, electrical, noise, fire/explosion, radiation,
  - Rarely: Being struck by or struck against
  - Occasionally: Slips, trips and falls, caught in/on/between, pinch points
  - Frequently: N/A
  - Constantly: N/A
- **Biological Hazards**
  - Never: Building related illness, legionnaires disease, blood borne pathogens, plant or insect bites, water and wastewater, brucellosis and mold
  - Rarely: N/A
  - Occasionally: N/A
  - Frequently: N/A
  - Constantly: N/A
- **Ergonomic Hazards**
  - Never: Forceful exertion, contact stress and vibrations
  - Rarely: Work area design, awkward posture
  - Occasionally: Repetition
  - Frequently: N/A
  - Constantly: N/A

Machines, Tools, Equipment and Work Aids

- Heavy Equipment: Sedan vehicle if required
- Specialty Equipment: N/A
- Tools: N/A
- Computer Equipment and Software
  - Hardware: Desktop/laptop, telephone, copier
  - Software: Microsoft Office 365, Munis, ShoreTel, Adobe Reader or Pro
- Protective Equipment Required
  - General: N/A
  - Specialty: N/A

STAFF BEHAVIORS AND EXPECTATIONS

Embrace our core values that reflect who we are and what we do.

- **Integrity** – Be consistent by aligning actions with words. Be trustworthy by conducting oneself with the highest degree of honesty. Be transparent by doing the right thing even when no one is looking.
- **Empathy** – Be respectful by treating others with respect; respect the feelings, experiences, and perspectives of others. Be kind by showing consideration and taking care to support one another. Be aware by actively listening; seek to understand, then to be understood, and appreciating diversity and differences (think about true colors).
- **Optimism** – Be hopeful by focusing on positive outcomes and believing in possibility rather than idolizing problems. Be resilient by seeing failure as a path to success and learning from mistakes. Be positive by having a positive attitude and avoid complaining.
- **Innovation** – Be resourceful by exploring new ideas that add value or eliminate waste. Be progressive by thinking and looking ahead. Be curious by testing the value of the process and challenging the status quo.
- **Adaptability** – Be a champion by accepting and supporting changes. Be purposeful by taking ownership of your role in change. Be connected by connecting to the big picture.
- **Initiative** – Be a leader by taking opportunities to lead regardless of your role. Be proactive by taking action to address problems and opportunities without being asked. Just do it! Be a problem solver by removing obstacles so others can succeed; Troubleshoot instead of blame when mistakes happen.

LEADERSHIP BEHAVIORS AND EXPECTATIONS

- Coaching and Mentoring
    - Leading with humility
    - Building a trusting environment
    - Facilitating employee development
    - Providing positive, meaningful work for employees
    - Welcoming employee involvement in decision-making and listening to employee opinions
    - Appreciating, recognizing and reinforcing employee contributions
    - Fostering teamwork
    - Encouraging employees to be problem solvers, however, providing assistance when problems are elevated
    - Supporting others to successfully manage organizational and departmental change
    - Addressing performance problems and issues promptly

- Operational Excellence
    - Setting clear, actionable goals and expectations that align with organizational vision, mission, and strategy
    - Champion the culture
    - Engaging employees to maximize individual contribution to drive organizational success
    - Promoting employee wellbeing by encouraging participation in wellness and safety programs
    - Achieving quality results by measuring progress against goals
    - Sharing information, advice, and constructive feedback to help others be more successful

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    - Sharing information, advice, and constructive feedback to help others be more successful

INFORMATION TECHNOLOGY NON-DISCLOSURE AGREEMENT
Procurement No. 26-0061

The City of Goodyear ("City") will be exchanging certain information with _____ ("Receiving Party") that may be considered confidential. To ensure the protection of such information, the Receiving Party agrees to the following special terms and conditions.

1. Definition of Confidential Information. For purposes of this Non-Disclosure Agreement ("Agreement"), "Confidential Information" shall include the City's information systems ("IT Systems") and all related documentation, including but not limited to descriptions of the IT systems or its component parts, system technical specifications, systems input data, system-related know-how, system technology, and all information or data which may be derived from the foregoing.

2. City is the Owner of the Information. The City created and owns all data and information residing on and/or related to its IT Systems. The City's disclosure of this information to the Receiving Party is not intended to and does not grant the Receiving Party any license or right, by implication or otherwise, to use this information for any purpose other than the specific business purposes of the City.

3. Use of Confidential Information. Receiving Party shall not use Confidential Information for any purpose except to evaluate whether it desires to enter into a business relationship with the City and/or to carry on a business relationship with the City.

   3.1 Receiving Party shall use its best efforts to protect and prevent the Confidential Information, or any part thereof, from disclosure to any person other than Receiving Party's employees having a need for disclosure in connection with Receiving Party's authorized use of the Confidential Information.

   3.2 Receiving Party shall hold Confidential Information in strict confidence and shall not directly or indirectly reproduce, transcribe, reveal, or disclose (or cause to be revealed or disclosed) Confidential Information to any third party without prior written consent of the City.

   3.3 Receiving Party shall not make, cause to be made, use, distribute, or sell for its own purposes, or for any purpose other than on behalf of the City, anything that includes or incorporates Confidential Information. Receiving Party shall promptly return all copies, renderings, transformations, and derivatives of Confidential Information to the City upon the termination of its discussions or work related to the IT Systems, unless otherwise approved in writing by the City.

   3.4 Receiving Party shall manage all of its workers who come into contact with or have access to Confidential Information and strictly enforce the obligations and duties set forth in this Agreement.

4. Exclusions from Confidential Information. The obligations this Agreement imposes shall not apply to any information that:
   a. Was known to the Receiving Party prior to the date of the City's disclosure of Confidential Information, as evidenced by third-party documentation bearing a date prior to the date of Confidential Information disclosure;
   b. Has become publicly known through no wrongful act of the Receiving Party;
   c. Receiving Party received from a third party without breach of this Agreement and without restriction as to the use and disclosure of the information;
   d. Receiving Party independently developed without use of Confidential Information; or
   e. Was approved for release in writing by an authorized representative of the IT Department/City of Goodyear.

5. Binding on Successors and Assigns. This Agreement is binding on the Receiving Party's successors and assigns, and subsidiaries and affiliates, including their respective officials, directors, shareholders, managers, partners, members, employees, agents, representatives, and attorneys.

6. Breach. Receiving Party agrees that, in the event of a breach of this Agreement, the City shall be entitled to injunctive relief to enforce the Agreement's terms and conditions and to protect the Confidential Information. However, the City's remedies shall not be limited to injunctive relief, and the City may pursue other legal remedies for any breach or threatened breach, including but not limited to the recovery of damages. The parties agree that this Agreement shall be governed by the laws of the State of Arizona, and any action to enforce the terms of the Agreement shall be brought in the Maricopa County Superior Court.

7. Severability. If a court finds any provision of this Agreement invalid or unenforceable, such a finding shall not interfere with the enforcement of or the duty to comply with the remainder of this Agreement, which shall be interpreted so as to best effect the parties' intent.

8. Term and Termination. The nondisclosure provisions of this Agreement shall survive the termination of the Agreement, and the Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the information is no longer confidential or until the City sends the Receiving Party written notice releasing the Receiving Party from this Agreement, whichever comes first.

9. This Agreement supersedes and replaces all existing agreements, written or otherwise, entered into between the Receiving Party and the City and dealing with the subject matter discussed herein.

Signature:	Date:
Typed Name:	Title:
Name of Company:	
Email Address:	

ITEM #: 9.
DATE: 12/15/2025
AI #:2873

CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION ADOPTING A FOUR-YEAR WATER, WASTEWATER, AND SOLID WASTE RATE PLAN

STAFF PRESENTER(S): Ryan Bittle, Finance Manager

SUMMARY

Conduct a public hearing on Resolution No. 2025-2499 and consider adoption of a four-year Water, Wastewater and Solid Waste rate plan (2026-2029).

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2499 ADOPTING THE PROPOSED FOUR-YEAR WATER, WASTEWATER AND SOLID WASTE RATE STRUCTURES AND PROVIDING FOR EFFECTIVE DATES. (Ryan Bittle, Finance Manager)

FISCAL IMPACT

The proposed four-year rate structure will allow the city to fund operations, capital projects, debt service, and all other costs of service associated with providing water, wastewater, and solid waste services. The FY2026 adopted budget is based on the current five-year rate plan which ends in December 2025.

BACKGROUND AND PREVIOUS ACTIONS

Utility Rate Study

Rate studies are conducted in order to develop a plan or framework to obtain the revenues needed to fund city utility operations while at the same time minimizing the impact of any adjustments on ratepayers. A rate study provides information to citizens and the Council regarding the impact of policy choices on ratepayer monthly bills and the utility's financial health. The city currently has fees in place to support the city's Water, Wastewater, and Solid Waste utility programs and services.

Willdan Financial Services, who has provided financial, rate, and capital planning solutions for

communities nationwide for over 30 years, performed the city's utility rate study. Objectives of the rate study included analyzing and making recommendations for rate adjustments, fees, and charges for Water, Wastewater, Solid Waste, and Stormwater utilities to obtain revenues needed to fund operations, maintenance, debt service, asset replacement and capital projects that are not supported by development fees or developer contributions. Willdan finalized its rate studies for Water, Wastewater, and Solid Waste Attachments B & C.

Citizen Water Advisory Committee (CWAC)
Council adopted Resolution No. 2025-2449 and Resolution No. 2025-2450 on February 24, 2025 amending the CWAC's bylaws and temporarily assigned the CWAC to review and provide recommendations on Solid Waste rates, in addition to its existing duties. This Committee helps to ensure the interests of the city's customers are represented during the rate-setting process. The Committee of volunteers is composed primarily of city of Goodyear residents living within the city's utility service areas or business representatives that are impacted by Goodyear's systems. The Committee met five (5) times from April 2025 through September 2025 to learn about the city's utility systems, operations, and challenges, including key factors impacting future rates such as debt service, capital needs, and ongoing costs to maintain city infrastructure. In September 2025, the CWAC members voted to recommend increasing Water, Wastewater, and Solid Waste rates, including the addition of a new Stormwater fee , through a four-year rate plan, by a 4-2 vote. This recommendation was subsequently shared with City Council, and at the November 17, 2025 Council meeting, two members of the CWAC spoke on its recommendation.

City Council
Goodyear City Council met with city staff on several occasions to discuss the proposed Water, Wastewater, Solid Waste, and new Stormwater fee rate plans. Topics discussed included, but were not limited to, the city's existing utility system components, cost drivers impacting the proposed rate increases, compliance with Goodyear financial policy, the impact of the proposed increases on typical rate payers within the system, as well as how city of Goodyear rates compare to other cities around the valley. At the October 21, 2025 Council Retreat, Council provided guidance to remove the new Stormwater fee from consideration, which reduced the scope of the rate-setting process to only Water, Wastewater, and Solid Waste rates. As part of each of these conversations, staff fielded questions from Council and shared various challenges impacting rates including the makeup of the city's water portfolio, the quality of groundwater and cost of treatment, as well as geographical limitations impacting the placement of infrastructure, all of which impact the way the utilities operate. Staff shared that an important philosophy of operating the city's utilities is the concept of growth paying for growth and staff confirmed that impact fees and developer contributions were being utilized in the proposed four-year plan in an effort to limit the impact of operations on rate payers.

Statutory Compliance
A.R.S. §9-511.01 requires that for any proposed increase in Water or Wastewater rates or rate components, fees, or service charges, the city must adopt a notice of intention and file a written report with data supporting the increase in the Clerk's Office at least sixty (60) days prior to a public hearing. On September 22, 2025, Council adopted a notice of intent and set December 15, 2025, as the public hearing date which began the state required public process for the adoption of all proposed rates and fees. The adopted notice of intent was posted on the city's website on September 25, 2025; a copy of the full rate study, including cash flow projections, was posted to the city's website on October 31, 2025; and a copy was filed in the Clerk's office on November 6, 2025; all at least thirty (30) days before the public hearing. Notice of intent to increase rates was subsequently published in the Arizona

Business Gazette - Republic Edition newspaper greater than twenty (20) days before the public hearing date. The city is in compliance with all additional requirements as outlined in A.R.S. §9-511.01 not otherwise mentioned.

Customer Outreach
The city has taken additional steps above those required by state statute to notify and engage the public during the rate-setting process. Those actions taken are listed below:
- Involvement of the CWAC from April 2025 to September 2025;
- Three (3) public discussions with City Council on proposed rate increases: September 15, 2025, Work Session, October 21, 2025, Council Retreat, and the November 17, 2025, Council Meeting;
- Notice to customers of the proposed rate increases on utility bills in November 2025 and December 2025;
- Notice to customers of the proposed rate increases via the city's various social media channels;
- A frequently asked questions flyer posted both on the city's website and shared via social media; and
- An article in the city's December 2025 InFocus magazine on the recommended rate increases.

STAFF ANALYSIS
The last modification to the city’s utility rate structure was a five-year plan adopted on January 25, 2021, which included rate increases implemented every January from 2021 through 2025. The current proposed plan is anticipated to be effective no earlier than thirty (30) days after adoption of Resolution No. 2025-2499, included as Attachment A.

Proposed Rate Plan:

Average customer bill and impact under the newly proposed four-year plan

Residential	2026	2027	2028	2029	Avg Monthly Usage
Water	$2.71	$2.90	$3.09	$3.30	7,500 gallons
Wastewater	$3.97	$4.18	$4.41	$4.66	6,000 gallons
Solid Waste	$1.82	$1.97	$2.13	$2.30	flat fee
TOTAL MONTHLY BILL IMPACT*	**$8.50**	**$9.05**	**$9.63**	**$10.26**	
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 usage. Water & Wastewater rates are only applicable to Goodyear residents south of I-10.

Average customer bill and impact under the newly proposed four-year plan

Commercial	2026	2027	2028	2029	Avg Monthly Usage
Water	$35.86	$38.28	$40.86	$43.62	65,000 gallons
Wastewater	$23.97	$25.52	$27.17	$28.92	48,000 gallons
Solid Waste	-	-	-	-	n/a
TOTAL MONTHLY BILL IMPACT*	$59.83	$63.80	$68.03	$72.54	
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 usage. Water & Wastewater rates are only applicable to Goodyear commercial customers south of I-10. Solid Waste fees are not currently charged to commercial customers.

Attachments

Attachment A - Resolution No. 2025-2499 with Exhibit A

Attachment B - Rate Study Executive Summary

Attachment C - Rate Study Full Version

Staff Presentation

RESOLUTION NO. 2025-2499

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ADOPTING THE PROPOSED FOUR-YEAR WATER, WASTEWATER AND SOLID WASTE RATE STRUCTURES AND PROVIDING FOR EFFECTIVE DATES.

WHEREAS, the City's existing water and wastewater have been in effect since February 24, 2021; and

WHEREAS, the City's existing solid waste rates have been in effect since January 26, 2021; and

WHEREAS, the increasing costs for repair, replacement, and acquisition of new water resources are increasing water and wastewater costs locally and nationwide; and

WHEREAS, the City retained Willdan to perform a four (4) year utility rate study for the City's water, wastewater and solid waste utility services to analyze and make recommendations for rate adjustments, fees and charges to assure continued financial viability and self-sufficiency of the City's enterprise utility services; and

WHEREAS, the Citizen Water Advisory Committee, by Resolution 2025-2449 adopted by Council on February 24, 2025 amended the committee's by-laws, adding the temporary task to review solid waste rates along with their existing duties of overseeing water and wastewater for the purpose of rate-setting to ensure that interests of the city's customers were represented during the rate-making process; and

WHEREAS, the Citizen Rate Review Committee met five (5) times from April 2025 through September 2025 to learn in-depth about the City's water and wastewater systems, and solid waste operations and provide public input to City staff, Mayor, and the Council on matters relating to the City's current water, wastewater and solid waste rate studies; and

WHEREAS, pursuant to A.R.S. § 9-511.01(A)(2), the City Council did, on September 22, 2025, adopt a notice of intention by motion at its regular Council meeting to increase water, wastewater, and solid waste rates and set a date for a public hearing on the proposed increase at least sixty (60) days after adoption of the notice of intention; and

WHEREAS, City staff utilized the Wildan four (4) year utility rate study to comply with the procedural and City website posting requirements of A.R.S. § 9-511.01(A)(2),; and City staff published the notice of intent adopted by the Council on September 22, 2025 not less than twenty (20) days before the public hearing date to comply with the newspaper publication requirement of A.R.S. § 9-511.01(A)(2),; and

WHEREAS, pursuant to Chapter 14, Article 14-2, Section 14-2-6 of the City of Goodyear City Code, water, wastewater and solid waste utility rates and fees are to be adopted by the City Council; and

WHEREAS, it is in the best interests of health, safety, and welfare of the City of Goodyear and its residents that the City Council approve the proposed four (4) year schedule for water, wastewater and solid waste rates which are just and reasonable.

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

SECTION 1. The City's water, wastewater and solid waste rates and fees as set forth in Exhibit A, which is attached hereto, are hereby adopted.

SECTION 2. Adopted water, wastewater, and solid waste rates and fees shall become effective no earlier than thirty (30) days after adoption of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 15th day of December, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT "A"

Proposed Water Rate Plan

Water Rates			Current	2026	2027	2028	2029
CAP Water Charge			$ **1.70**	$ 1.70	$ 1.70	$ 1.70	$ 1.70
Monthly Minimum 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"	**75.54**	80.63	86.08	91.89	98.09
		3"	**87.42**	93.32	99.62	106.34	113.52
		4"	**142.54**	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							
-	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		**7.22**	7.71	8.23	8.79	9.38
30,001	Above		**11.61**	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		**11.81**	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

Proposed Wastewater Rate Plan (CY)

Wastewater Rates		Current	2026	2027	2028	2029
Residential	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"	**434.54**	458.44	483.66	510.26	538.32
	8"	**434.54**	458.44	483.66	510.26	538.32
Volume Charge		**7.47**	7.88	8.31	8.77	9.25
Reclaimed Water		**3.29**	**3.47**	**3.66**	**3.86**	**4.08**

	Proposed Solid Waste Rate Plan ***				
Solid Waste Rates	**Current**	**2026**	**2027**	**2028**	**2029**
Residential	**$ 22.80**	$ 24.62	$ 26.59	$ 28.72	$ 31.02
Commercial	**n/a**	n/a	n/a	n/a	n/a

	Proposed Stormwater Rate Plan ***				
Stormwater Rates	**Current**	**2026**	**2027**	**2028**	**2029**
Residential	**n/a**	$ 2.25	$ 4.50	$ 6.75	$ 9.00
Commercial	**n/a**	$ 4.25	$ 8.50	$ 12.75	$ 17.00

***For most customers North of I-10, the City of Goodyear currently provides sanitation services only. The total bill impact to these residents will only include the Solid Waste & newly proposed Stormwater Fee.

The newly proposed Stormwater Fee will be applied to all existing customers who receive one or more of the above services from the city, and will also be applicable to commercial customers North of I-10 who don't currently receive utility services from the city.

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.

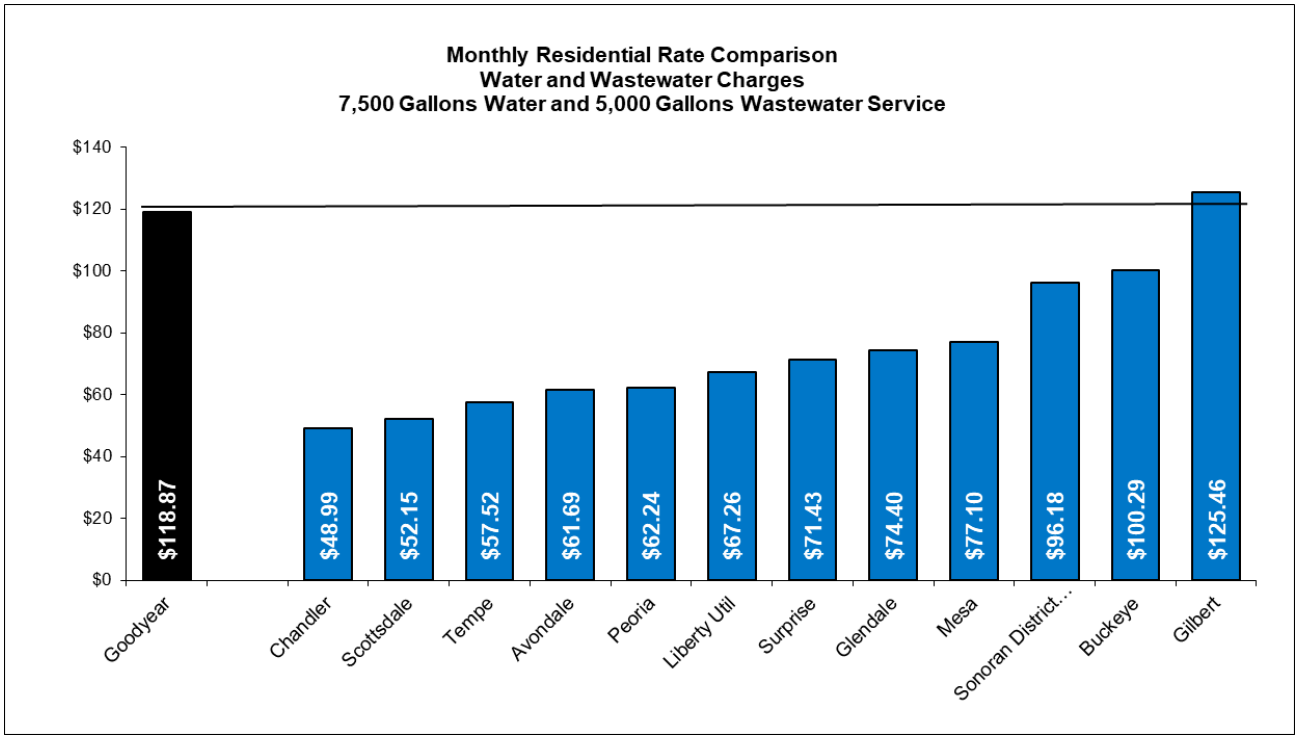
Water, Wastewater, and Solid Waste Rate Comparison

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.

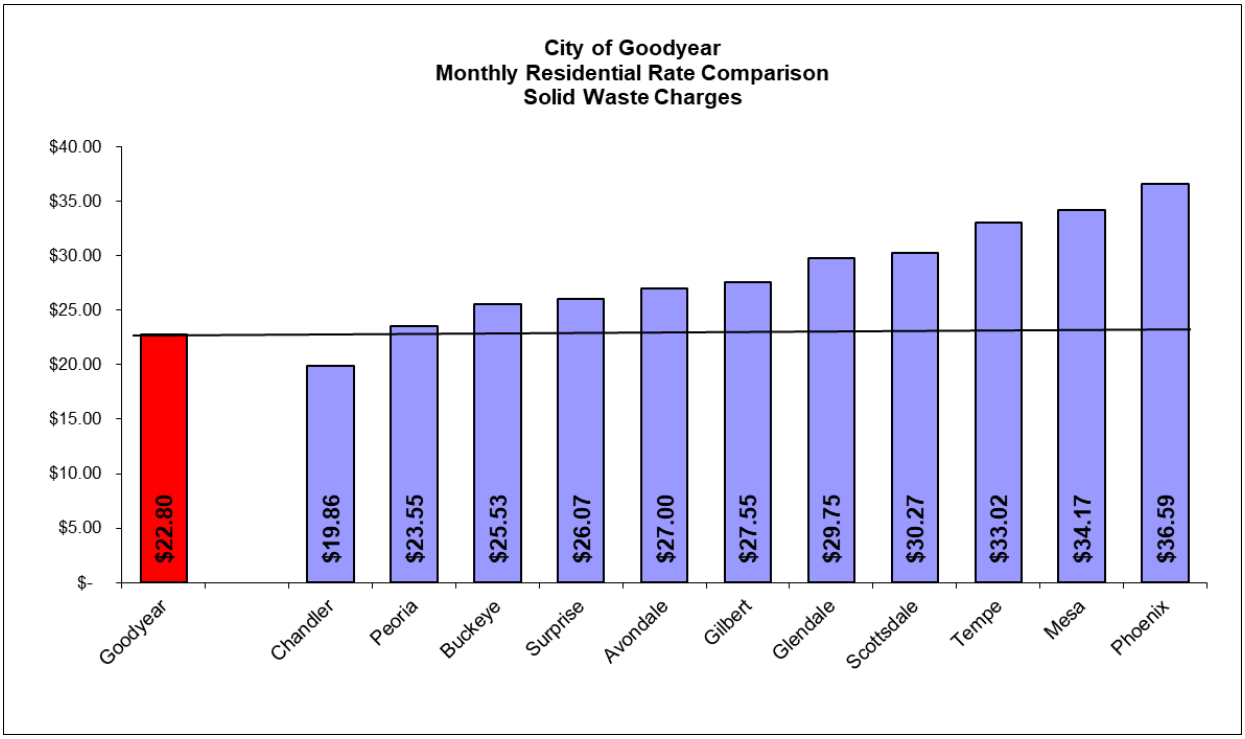
The rate data is based on published rates and ordinances posted by each municipality or provider in their rate ordinance or reported on their website. These rates do not include sales tax, activation or other charges beyond the basic minimum and volume charges.

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**

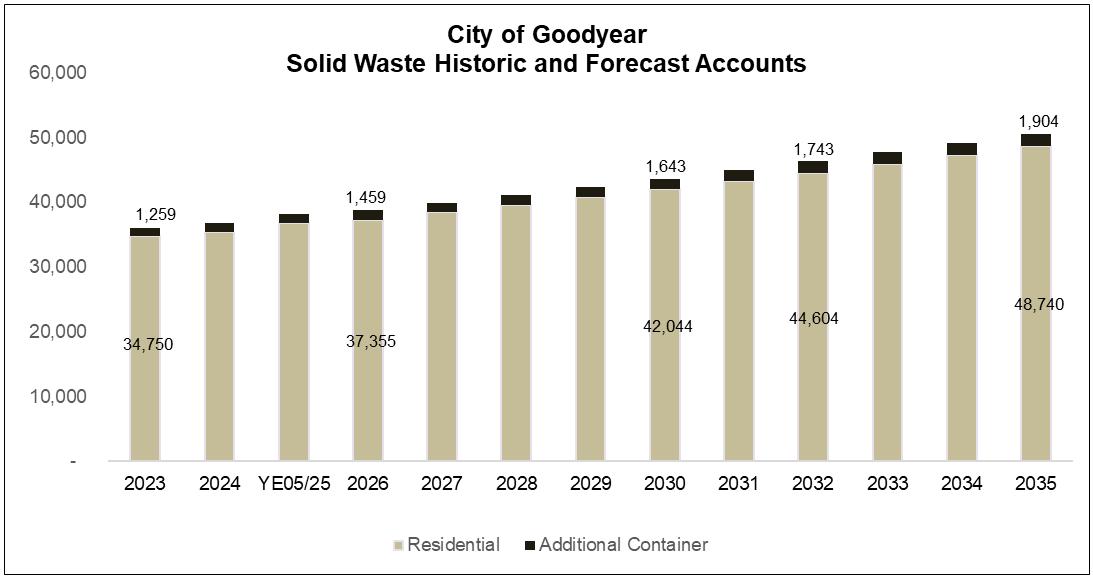
CITY OF GOODYEAR

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.

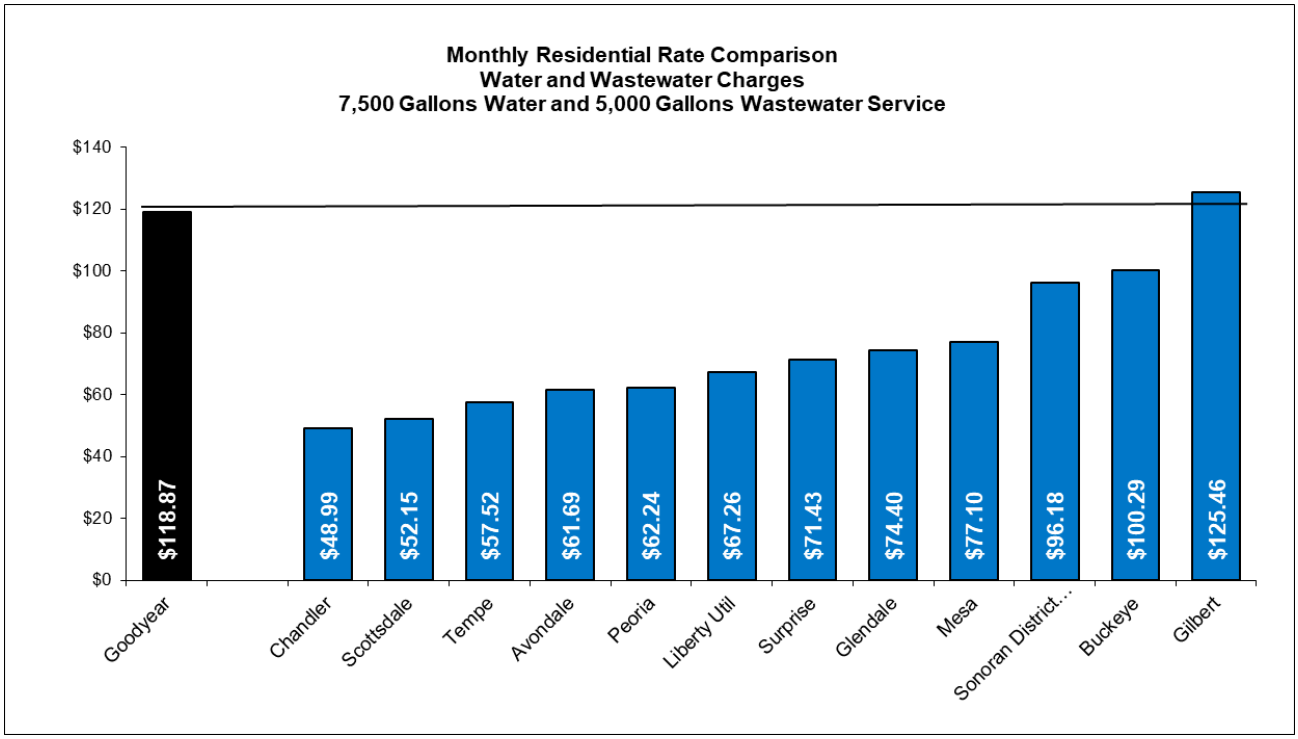
Water, Wastewater, and Solid Waste Rate Comparison

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.

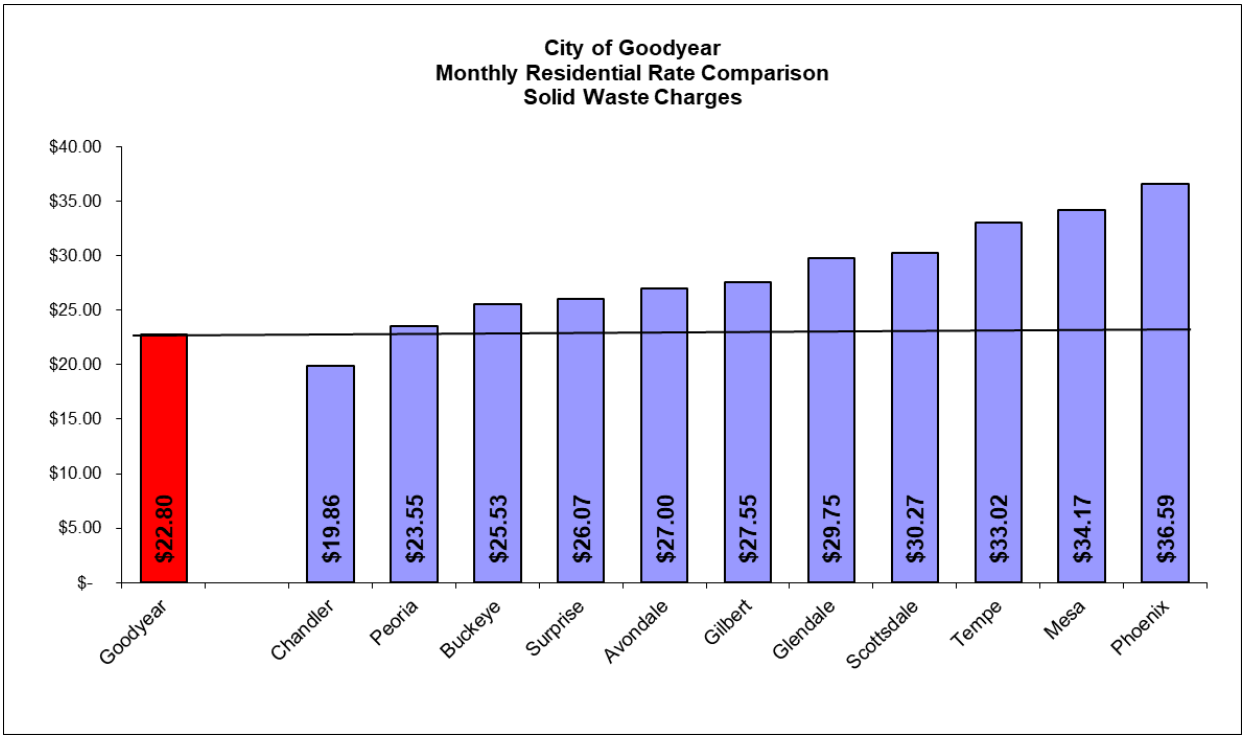
The rate data is based on published rates and ordinances posted by each municipality or provider in their rate ordinance or reported on their website. These rates do not include sales tax, activation or other charges beyond the basic minimum and volume charges.

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**

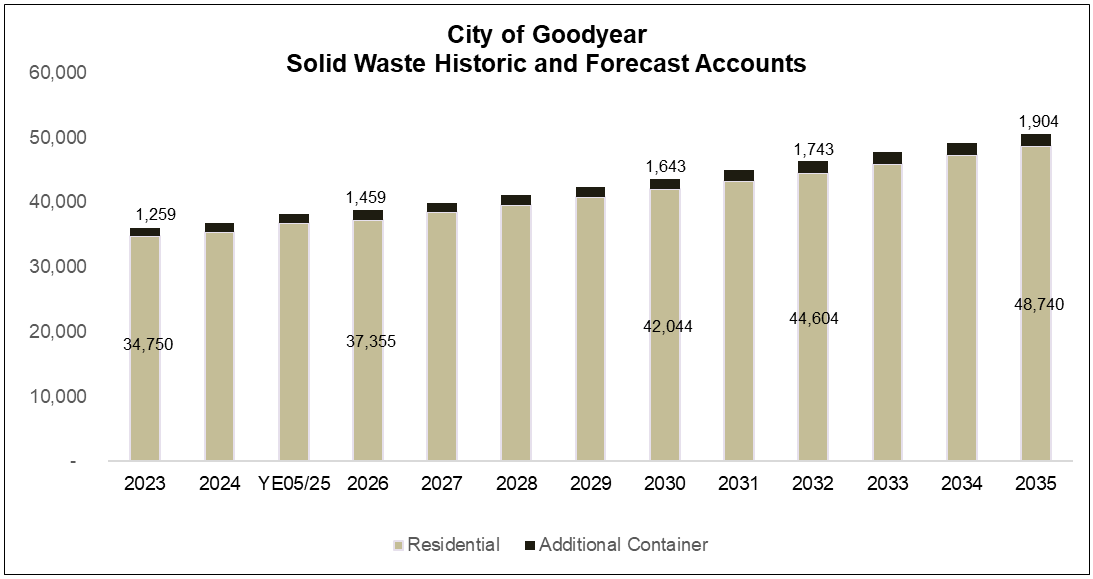
CITY OF GOODYEAR

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

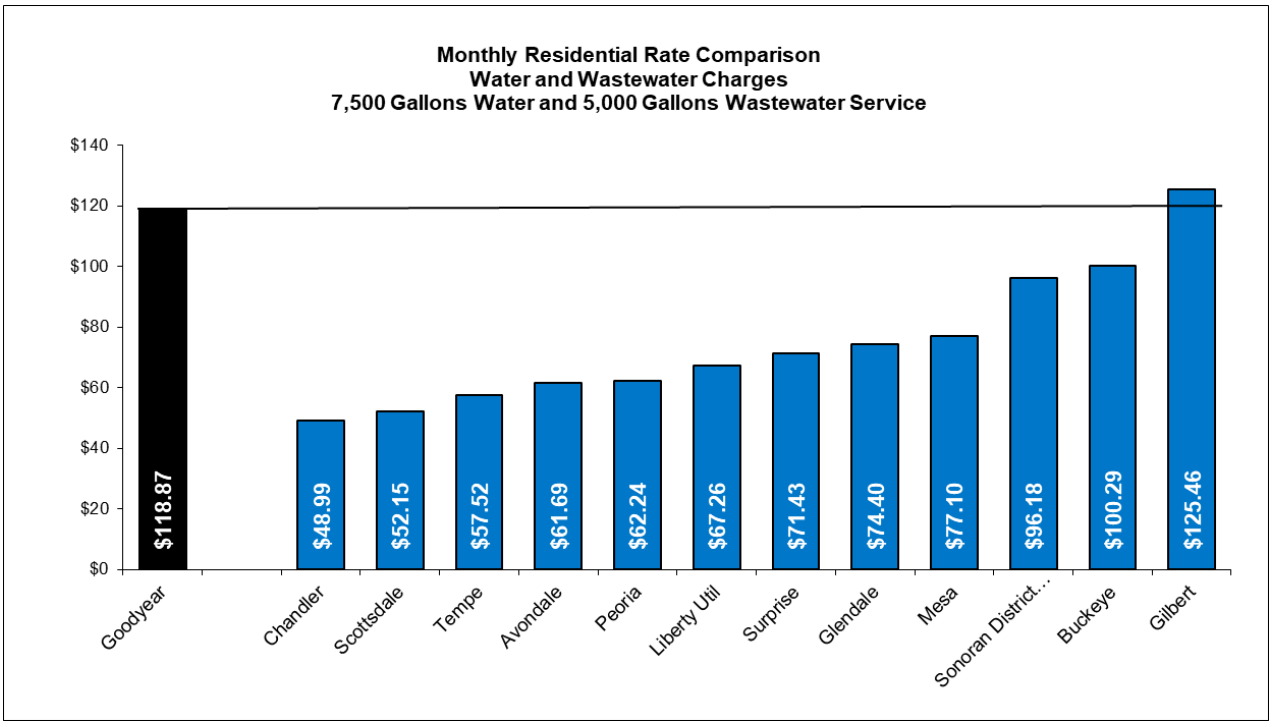
CITY OF GOODYEAR

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

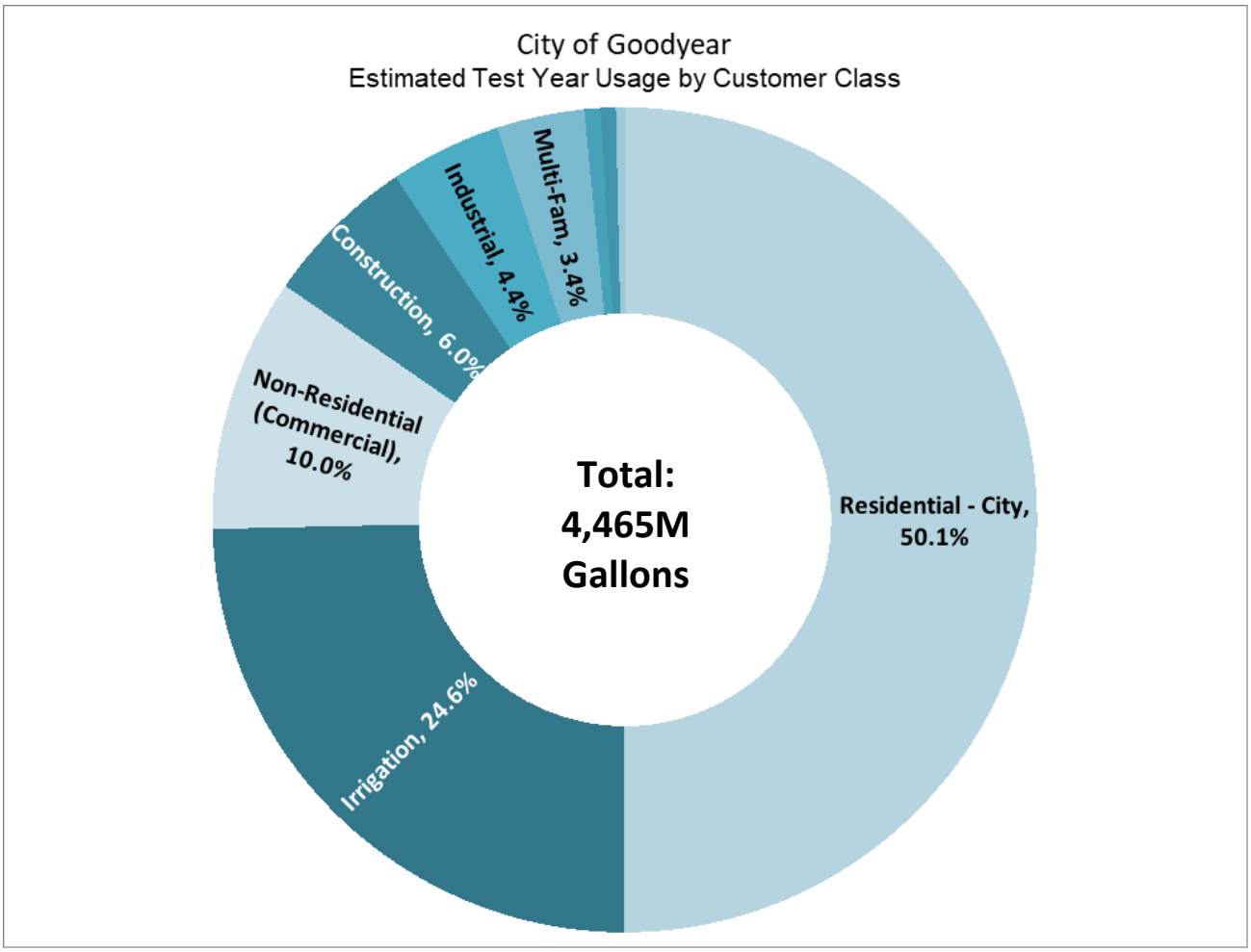
	Residential - City	Residential - County	Multi-Family	Non-Residential	Industrial	Institutional	Schools	Perryville Prison	Effluent	Total
WASTEWATER Total Customers										
2023	21,077	6	51	368	68	6	32	1	1	**21,608**
2024	23,845	7	42	396	88	7	34	1	3	**24,422**
YE02/25	24,648	7	44	409	99	7	36	1	5	**25,255**
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

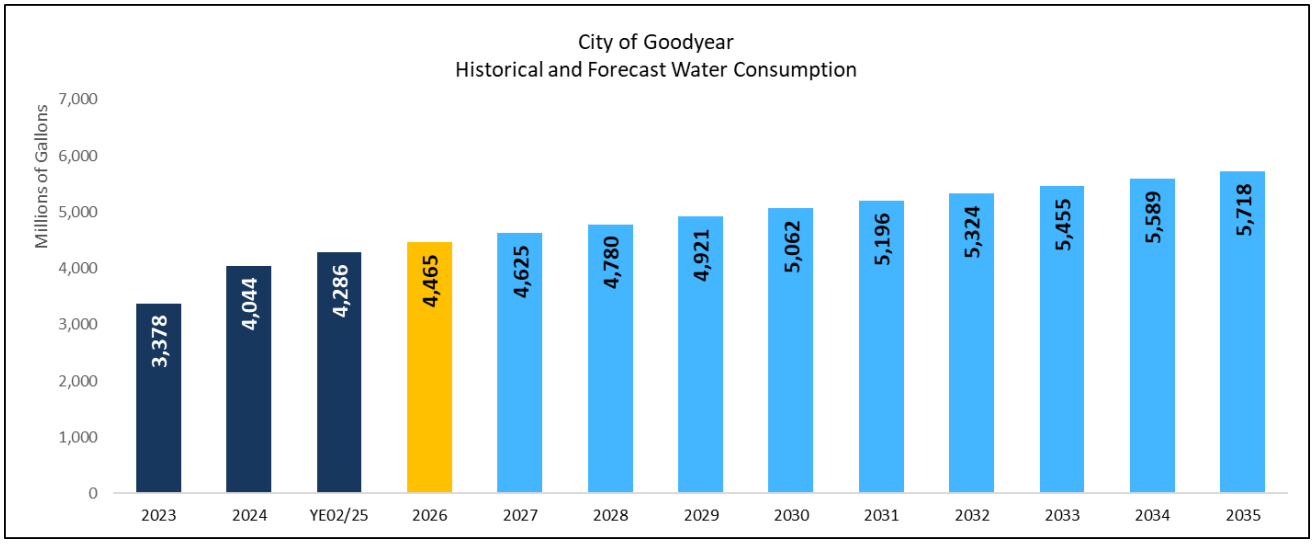
CITY OF GOODYEAR

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***.

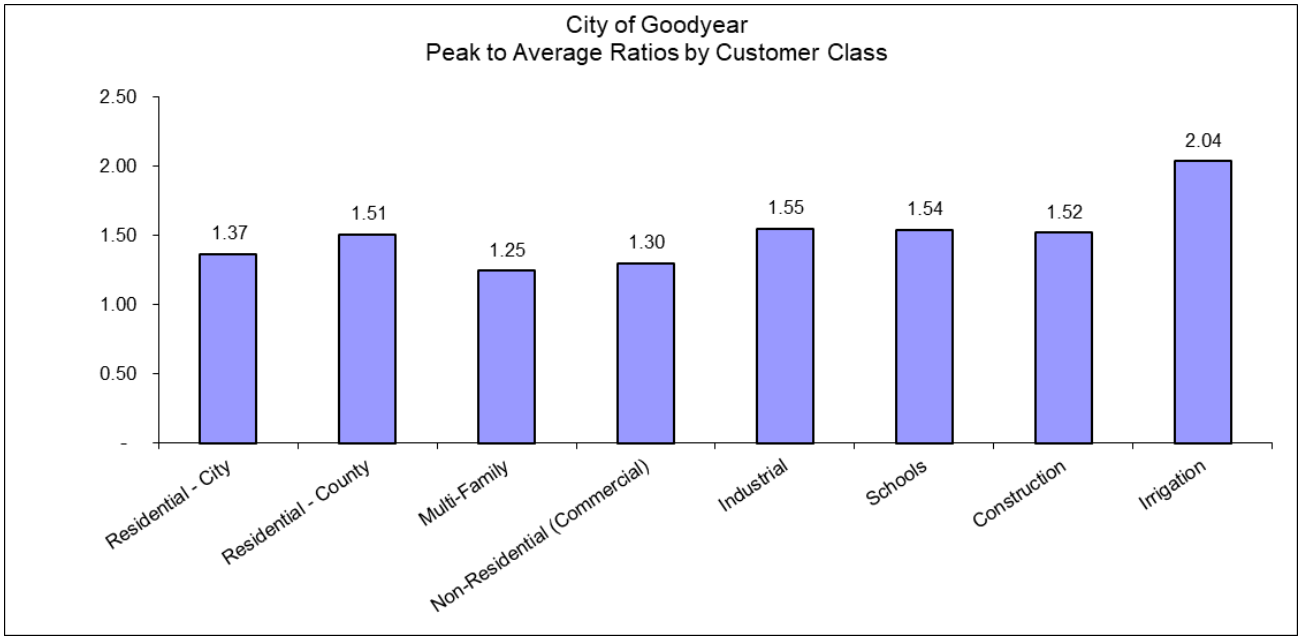
The consumption data by class provided by the City was utilized in the rate model to calculate the peak day factor and peaking factors for individual rate classes.

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

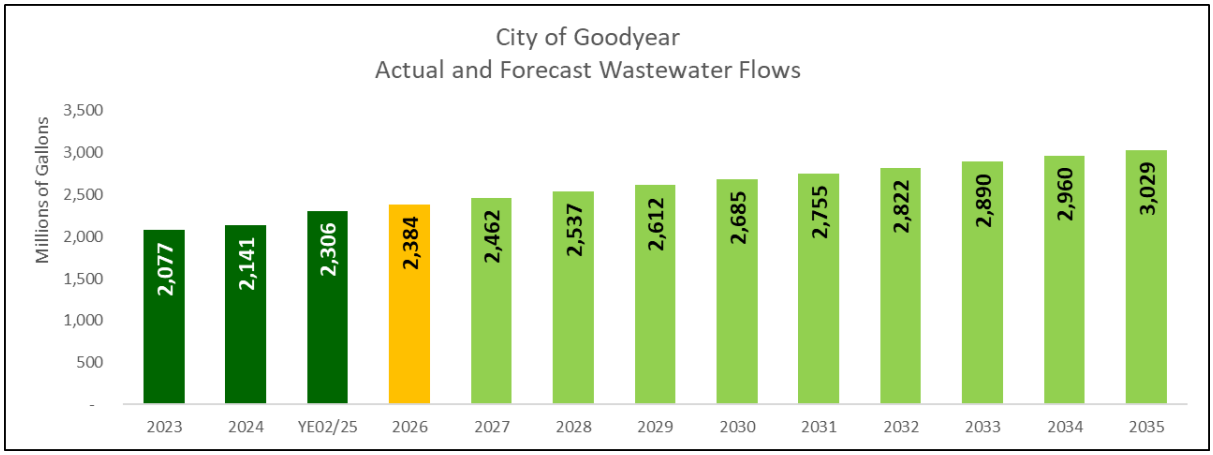
CITY OF GOODYEAR

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**

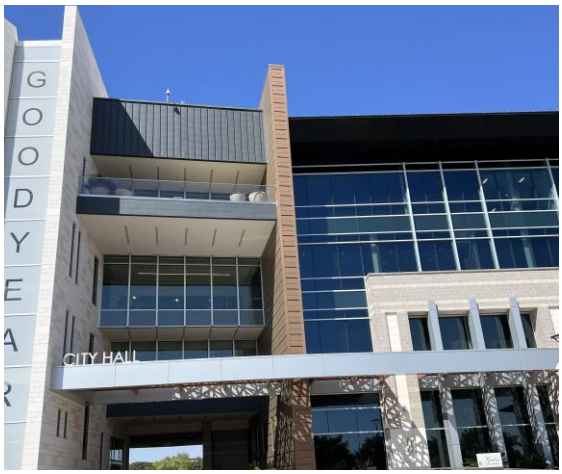
CHART II-8



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	Groundwater 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

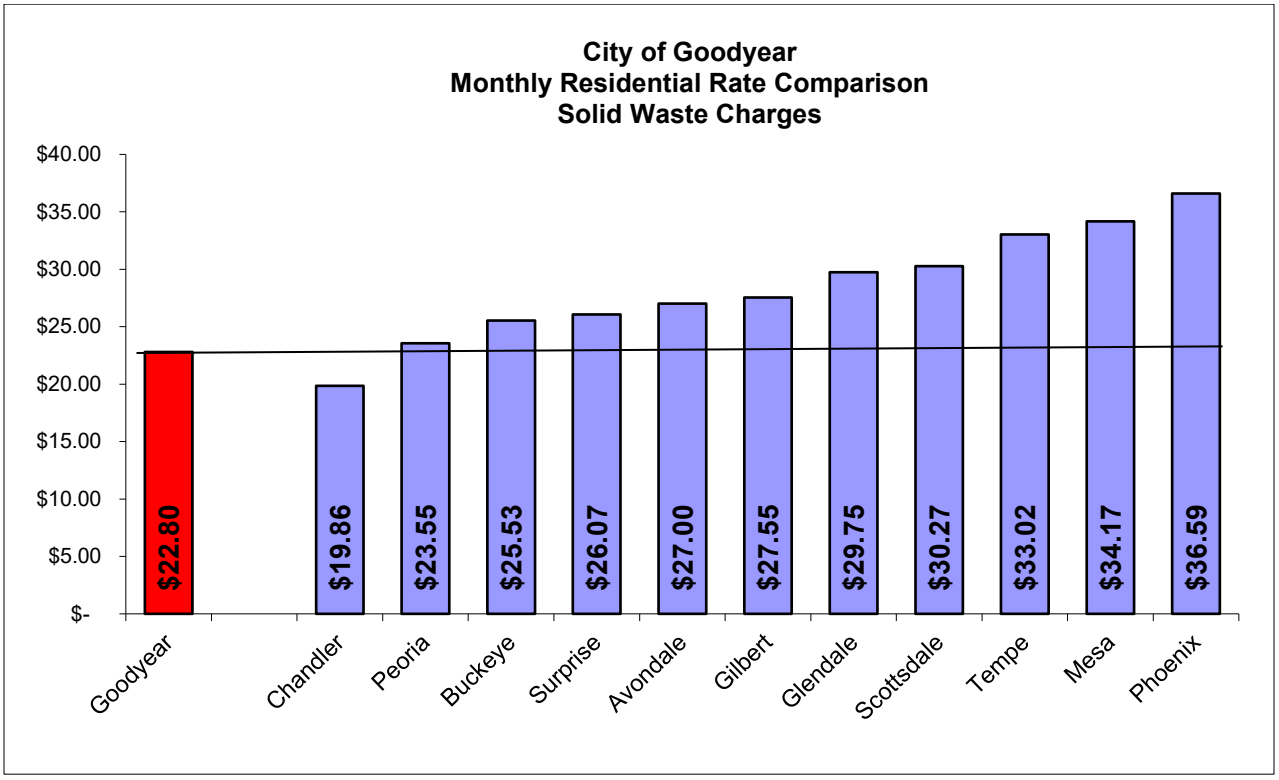
Residencial Service	$	22.80
Additional Trash Container	$	8.43

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

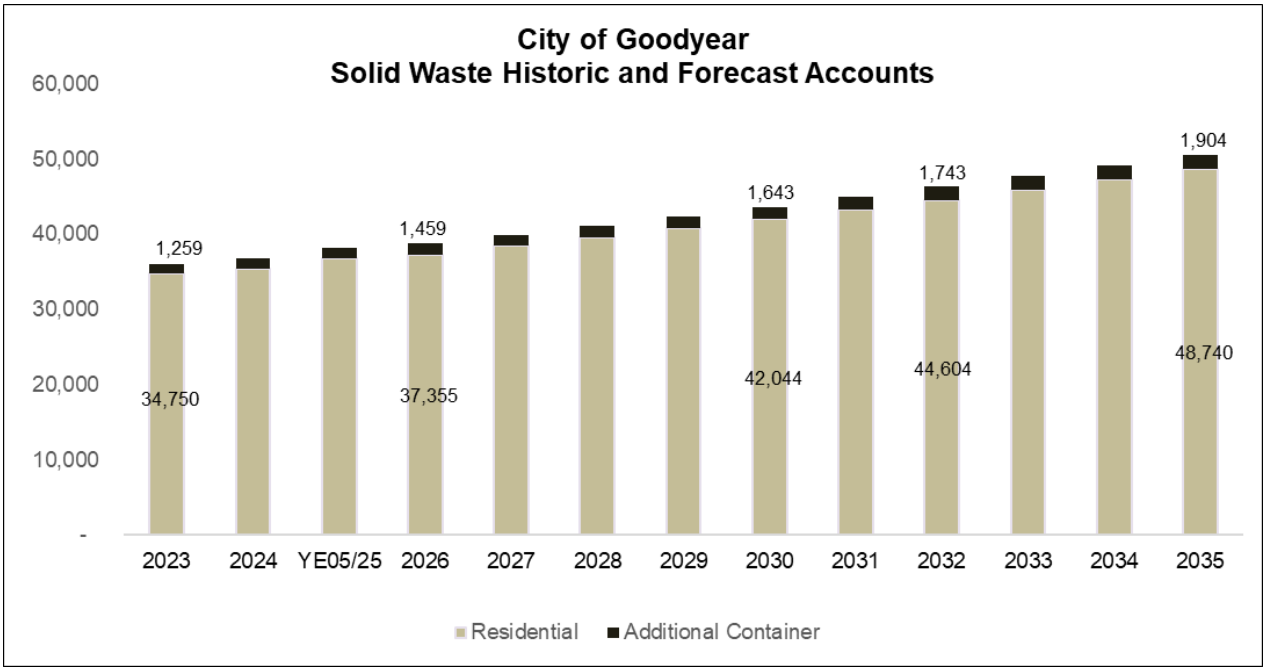
CITY OF GOODYEAR

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

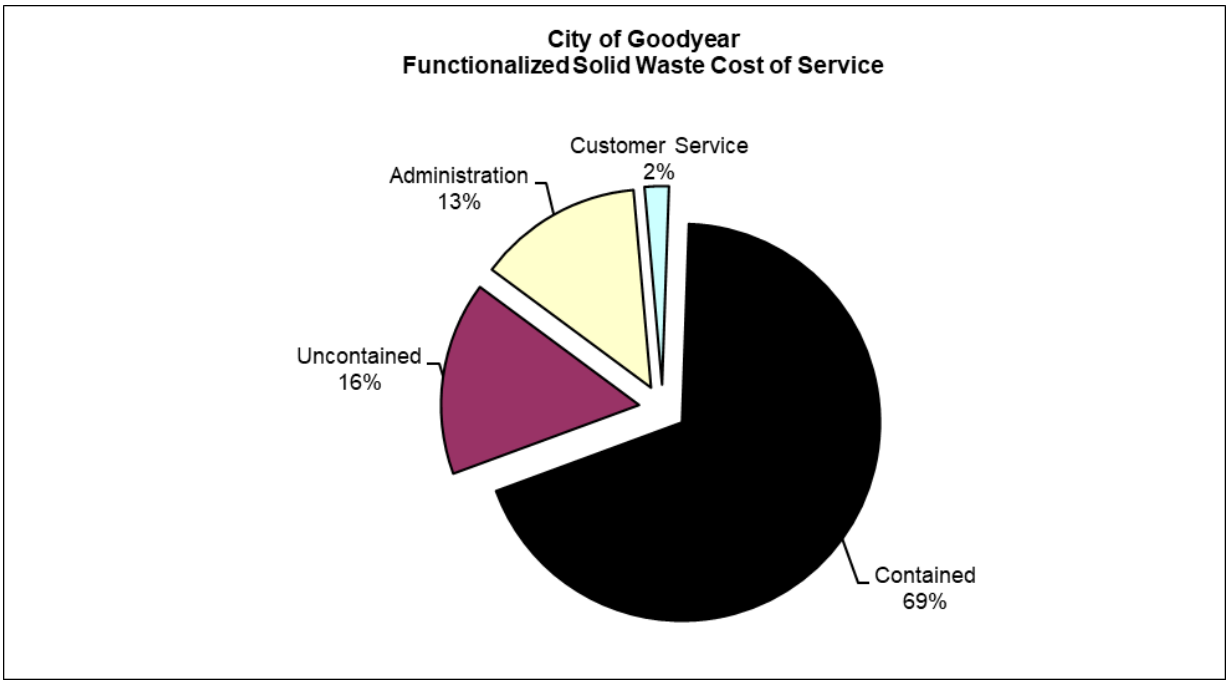


TABLE V-7

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

		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%**

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

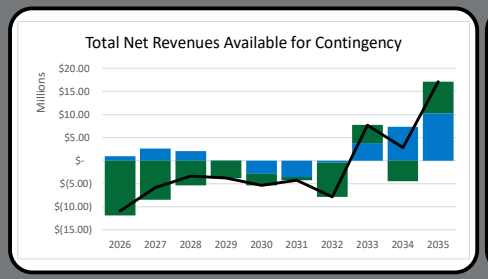
WILLDAN FINANCIAL SERVICES

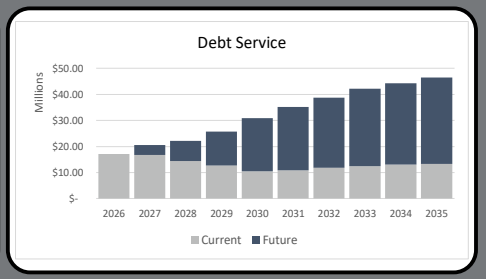
Utility System
Water
Sewer
Combined

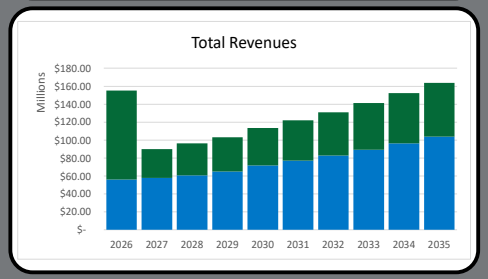
Dashboard
Projections
Bill Comparison
Comparable Utilities

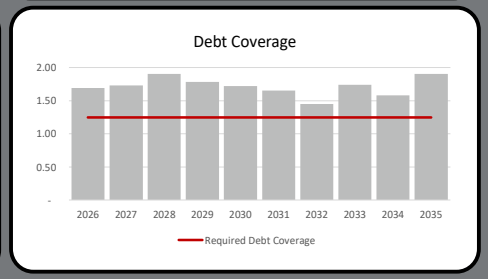
Customer Class
All Classes

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

		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

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

		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**

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

	Current	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Forecast Summary											
Scenario:	***2025 10 10 -- Scenario I -- Status Quo***										
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%

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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
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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WILLDAN

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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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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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
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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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%
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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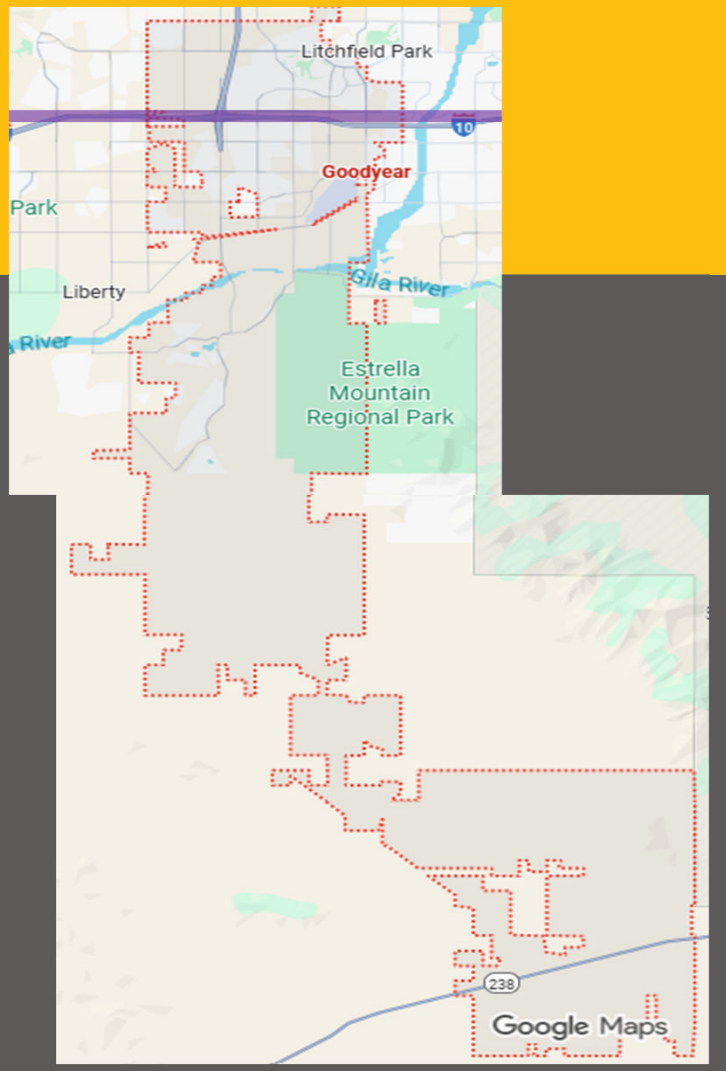
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City of Goodyear Utility Rates

Utility Service Areas

Solid Waste: Goodyear City Limit boundary

Water / Wastewater: EXCLUDES North of I-10



Background

Rate Setting Process

- Started in April 2025
- Key Stakeholders
  - City Staff / Leadership
  - Consultant
  - Citizen Committee
  - City Council

Key Considerations

Rate Setting Process

- Costs paid from fees for service – self supporting
- Financial Policy Compliant- 15% Reserve
- Minimize impact on Rate Payers

It's a Great time to be in Goodyear.

Citizen Committee Involvement

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 Recommendation

4-2 vote to support the proposed rate increase

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City Council Involvement

Rate Setting Process

- Sep 15th Stormwater Fee Evaluation
- Oct 21st Utility Rate Discussion
- Nov 17th Utility Rate Discussion
- Dec 15th Public Hearing

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4-year Plan Recommendations

Cost Drivers

- CAP Water
- Treatment of Groundwater
- Geography
- Capital Costs (debt service)
  - Investment in Infrastructure
  - Growth pays for Growth
- Staffing
- Operational cost pressures

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4-year Plan Recommendations

Annual Rate Increase

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

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4-year Plan Recommendations

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

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4-year Plan Recommendations

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

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4-year Plan Recommendations

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.

4-year Plan Recommendations

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

Public Outreach

Rate Setting Process

Touchpoint	Statute Requirement	Timeframe
Citizen Rate Committee	None	Apr-Sep
Council Discussion	None	Sep-Dec
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
Public Hearing / Adoption	ARS 9-511.01.A2 & ARS 9-511.01.B	Dec

Staff Recommendation

- Adopt resolution No. 2025-XXXX adopting the proposed four-year water, wastewater, and solid waste rate structures and providing for effective dates

Public Outreach
Next Steps

Touchpoint	Statute Requirement	Timeframe
Notice added to Customer Bills	None	Nov-Dec
Social Media	None	Nov-Dec
December InFocus Magazine	None	Dec
FAQ's on City Website	None	Dec
Effective Date	ARS 9-511.01.C	Feb 2026

Staff Recommendation

- Adopt Resolution No. 2025-2499 adopting the proposed four-year water, wastewater, and solid waste rate structures and providing for effective dates.

ITEM #: 10.
DATE: 12/15/2025
AI #:2989

CITY COUNCIL ACTION REPORT

SUBJECT: AMENDMENT TO THE ZONING ORDINANCE RELATED TO OBJECTIVE STANDARDS, DEFINITIONS, ACCESSORY DWELLING UNITS AND MIDDLE HOUSING

STAFF PRESENTER(S): Christian M. Williams, Planning Manager

SUMMARY

This is a Public Hearing to request a Zoning Ordinance Text Amendment to amend Articles 1, 2, 8, and 9 of the Goodyear Zoning Ordinance. This proposed amendment adds and amends definitions, allows accessory dwellings units outside the 65 decibels contour line within the vicinity of a Public Airport, modifies regulations related to the administration of the Design Guidelines Manual, and creates a Middle Housing Overlay District to allow middle housing on properties within such district.

STRATEGIC PLAN ALIGNMENT

SAFE & VIBRANT COMMUNITY

RECOMMENDATION

ADOPT ORDINANCE NO. 2025-1642, AMENDING THE GOODYEAR ZONING ORDINANCE SECTIONS 1-2-2 AND 1-4-2 OF ARTICLE 1 (ADMINISTRATION OF MANUAL); AMENDING SECTION 2-2 (DEFINITIONS); AMENDING SECTION 8-2 (C) (ACCESSORY DWELLING UNIT); AMENDING ARTICLE 9 (SPECIAL DISTRICTS) BY ADDING SECTION 9-3 (MIDDLE HOUSING OVERLAY DISTRICT). (Christian M. Williams, Planning Manager)

FISCAL IMPACT

There is no direct budget impact associated with the approval of this Zoning Ordinance text amendment.

BACKGROUND AND PREVIOUS ACTIONS

On December 3, 2025, the Planning and Zoning (P&Z) Commission held a public hearing for this item. After the staff presentation, no residents spoke on this item. At the conclusion of the public hearing, the P&Z Commission voted 6-0 to recommend approval to City Council, reflected in the Ordinance and included as Attachment A.

A Public Hearing notice for the City Council Meeting was published in the Arizona Business Gazette - Republic Edition on November 14, 2025, at least 15 days prior to the meeting.

Additional details regarding the Zoning Ordinance Text Amendment are provided in the P&Z Commission Staff Report, included as Attachment B.

STAFF ANALYSIS

Staff recommends that the City Council adopt the Ordinance, consistent with the P&Z Commission's recommendation.

Attachments

Attachment A - Ordinance No. 2025-1642 with Exhibit

Attachment B - Planning and Zoning Commission Staff Report

Staff Presentation

ORDINANCE NO. 2025-1642

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING THE GOODYEAR ZONING ORDINANCE SECTIONS 1-2-2 AND 1-4-2 OF ARTICLE 1 (ADMINISTRATION OF MANUAL); AMENDING SECTION 2-2 (DEFINITIONS); AMENDING SECTION 8-2 (C) (ACCESSORY DWELLING UNIT); AMENDING ARTICLE 9 (SPECIAL DISTRICTS) BY ADDING SECTION 9-3 (MIDDLE HOUSING OVERLAY DISTRICT).

WHEREAS the Legislature adopted House Bill 2721 related to municipal zoning and middle housing during the 2024 legislative session which requires the city to adopt regulations no later than January 1, 2026, which would allow duplexes, triplexes, fourplexes, and townhomes as a permitted use on: (i) lots zoned for single-family residential use within one mile of the municipality's central business district; and (ii) at least twenty percent of any new residential development of more than ten contiguous acres; and;

WHEREAS this Ordinance adds Section 9-3 (Middle Housing Overlay District) to the Goodyear Zoning Ordinance to comply with House Bill 2721 and the Mayor and Council of the City of Goodyear, Arizona, have considered the potential impacts of the Middle Housing Overlay District, which is anticipated to positively contribute to increased housing affordability within the city; and;

WHEREAS the Legislature adopted House Bill 2928 during the 2025 legislative session related to accessory dwelling units and requirements that modified regulations related to “Accessory Dwelling Units,” and the allowances for these units within the territory in the vicinity of a Public Airport; and;

WHEREAS this Ordinance amends Section 8-2 (C) (Accessory Dwelling Unit) of the Goodyear Zoning Ordinance to comply with House Bill 2928; and;

WHEREAS the Legislature adopted House Bill 2447 related to a self-certification program and administrative review during the 2025 legislative session that requires the city to authorize administrative personnel to review and approve design review plans based on objective standards; and;

WHEREAS this Ordinance amends Sections 1-2-2 and 1-4-2 of Article 1 (Administration of Manual) of the Goodyear Zoning Ordinance to allow the Zoning Administrator to publish addendums to clarify design standards so that the design standards are objective in conformance with House Bill 2447; and;

WHEREAS this Ordinance amends Section 2-2 (Definitions) to both amend and add definitions related to the city’s compliance with House Bill 2721, House Bill 2928, House Bill 2447 and to amend definitions related to single-family residential districts; and,

WHEREAS, the city of Goodyear, with the adoption of this Ordinance, will bring the Goodyear Zoning Ordinance into compliance with the requirements of House Bill 2721, House Bill 2928 and House Bill 2447; and,

WHEREAS, a public hearing was held before the Planning and Zoning Commission on

December 3, 2025, and at that meeting the Commission voted (6-0) to recommend approval of the proposed ordinance; and

WHEREAS, a public notice that this zoning ordinance text amendment request would be considered and reviewed at a public hearing to be held before the City Council on December 15, 2025 appeared in the Arizona Business Gazette - Republic Edition on November 14, 2024; and

WHEREAS the Mayor and Council of the city of Goodyear, Arizona, find that the interests of the City of Goodyear and its citizens are best served by the adoption of the proposed Goodyear Zoning Ordinance text amendment.

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

SECTION 1. DECLARATION OF PUBLIC RECORDS

That certain document titled “Middle Housing Overlay District” to create the Middle Housing Central Business District and Overlay District, a copy of which is attached hereto as Exhibit A and is hereby declared a public record and incorporated herein by this reference.

Either three paper copies or one paper copy and one electronic copy maintained in compliance with section A.R.S 44-7041 of each of the aforementioned documents being declared public records herein are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

SECTION 2. SECTION 1-2-2 (ZONING ADMINISTRATOR – ENFORCEMENT, INTERPRETATION AND CONFLICT.) OF THE GOODYEAR ZONING ORDINANCE IS HEREBY AMENDED AS FOLLOWS (WITH DELETIONS SHOWN BY STRIKEOUT TEXT AND ADDITIONS SHOWN BY DOUBLE UNDERLINED TEXT):

A. The office of **Zoning Administrator** is hereafter established and such **Zoning Administrator** shall have the responsibility for enforcement and interpretation of the **Zoning Ordinance** and Design Guidelines Manual, as defined in this Ordinance, and the authority to approve, conditionally approve, or deny **site plan** and design review applications, pursuant to the processes set forth in this **Ordinance**, the **Administrative Process Manual**, and the **Engineering Standards**. The Zoning Administrator shall have the ability to publish Zoning Interpretations that do not change the uses permitted in a zoning district or change terms of the zoning ordinance and Addendums to the Design Guidelines that clarify standards and are not contrary to the intended purpose of the Design Guidelines. The Development Services Department Director of the City shall serve as the **Zoning Administrator**.

B. In interpretation and application, provisions of this **Ordinance** shall be considered the minimum requirements for the promotion of public health, safety and general welfare.

C. Provisions of this **Ordinance** are not intended to interfere with, abrogate, or annul any **ordinance**, rule, regulation or permit not in conflict with this **Ordinance**. This **Ordinance** is not intended to interfere with, abrogate or annul any easement, covenant or other agreement between parties.

D. A property owner and/or occupant shall allow the **Zoning Administrator**, or authorized agents, **access** to private property for such inspections as are necessary to ensure that requirements of this **Ordinance** are met.

SECTION 3. SECTION 1-4-2 (ADMINISTRATION OF MANUAL.) OF THE GOODYEAR ZONING ORDINANCE IS HEREBY AMENDED AS FOLLOWS (WITH DELETIONS SHOWN BY STRIKEOUT TEXT AND ADDITIONS SHOWN BY DOUBLE UNDERLINED TEXT):

A. *DESIGN GUIDELINES.*

1. Design review shall consider the design of a project in relation to its urban context, and shall focus on the application of the City of Goodyear Design Guidelines Manual referred to in this **Ordinance** and formally adopted by the City Council, as amended from time to time and any interpretations of the Design Guidelines made by the Zoning Administrator that are published as Addendums to the Design Guidelines Manual .

2. The Development Review **Committee** shall use the Design Guidelines Manual adopted by the City Council and any interpretations of the Design Guidelines made by the Zoning Administrator that are published as Addendums to the Design Guidelines Manual as its official policy in the design review process.

B. *CONSISTENCY.* All applications for Design Review approval required under these Guidelines and the review of such applications shall be consistent with the requirements of this **Ordinance** and the **Goodyear City Code**, as amended from time to time (the "Guidelines").

C. *APPLICABILITY.* The requirements of the Guidelines apply to the development identified below, and Design Review approval is required prior to undertaking such development.

1. *NEW DEVELOPMENT.* Except as otherwise expressly provided by **ordinance**(s) adopted by City Council, all new residential and non-residential development shall comply with the standards and requirements as set forth in the Guidelines and this **Ordinance**.

2. *ADDITIONS, ALTERATIONS AND RESTORATION OF NON-RESIDENTIAL BUILDINGS.* **Building** additions, alterations and/or restorations that meet one of the following criteria listed below shall comply with the standards and requirements set forth in the Guidelines and this **Ordinance**.

a. Additions or alterations to existing non-residential **buildings** and/or to individual suites/stores that will increase **gross floor area** of the **building** and/or individual suite/store by more than one thousand (1,000) square feet of **gross floor area** of the **building** and/or individual suite/store.

b. Any alterations to the exterior façade of an existing non-residential **building** and/or to an individual suite/store, including changes in the color or materials of the façade. Changes to a **sign** cabinet or panel shall not constitute alterations under these provisions.

c. Any non-residential **building** that is destroyed to the extent of more than fifty (50) percent of the assessed value.

3. *ADDITIONS, ALTERATIONS AND RESTORATIONS OF RESIDENTIAL AND ACCESSORY **STRUCTURES**.* **Building** additions, alterations, and/or restorations that meet one of the following criteria listed below shall comply with the standards and requirements set forth in the Guidelines and this **Ordinance**.

a. Additions of detached **accessory buildings** in excess of one hundred twenty (120) square feet shall comply with the standards and requirements set forth in the Guidelines and this **Ordinance** and shall be designed to be compatible with the existing residential dwelling in terms of **building** materials, including roof materials, and colors.

b. Additions or alterations to existing residential **buildings** that will increase the **gross floor area** of the **building** by more than one hundred (100) square feet.

c. Any residential **building** that is destroyed to the extent of more than fifty (50) percent of the assessed value.

4. ***NON-CONFORMING USES**.*
All **non-conforming uses** and **buildings** shall be subject to Section 4-3 of this **Ordinance**. If under those provisions a **nonconforming building** or **use** is altered or restored, said **building** or **use** shall be subject to review and approval by the **Zoning Administrator** for conformance with all applicable Design Guidelines.

5. *OTHER REGULATIONS.* Compliance with additional codes and/or regulations as adopted by the Goodyear City Council shall be adhered to, and where differences occur, the more restrictive requirement shall prevail. Where any inconsistency exists between additional codes and/or regulations, the **Zoning Administrator** shall make a determination on their applicability.

6. *EXISTING AND APPROVED DESIGN GUIDELINES.* In cases where separate Design Guidelines have been approved by the City Council in

conjunction with a Planned Area Development or other zoning application, those guidelines shall govern except to the extent that the specific P.A.D. or zoning guidelines have not addressed issues within the Council adopted Design Guidelines Manual and/or any interpretations by the Zoning Administrator of the Design Guidelines that are published as Addendums to the Design Guidelines Manual.

D. *APPLICATION REVIEW AND APPROVAL PROCESS.*

1. Applications for Design Review approval shall be processed and reviewed in accordance with the procedures generally described herein and more fully described in the **Administrative Process Manual** and in the Guidelines.

a. Prior to submitting an application for Design Review Approval, the applicant shall attend a pre-application conference with a representative of the Development Services Department.

b. Applications for Design Review approval shall be filed with the Development Services Department on form(s) provided by the Development Services Department and shall include all of the information identified in the application form(s), in the **Administrative Process Manual**, in the Guidelines, and any other data that may be required by the **Zoning Administrator** that is needed for review of the application.

c. Applications shall be signed by the property owner(s) or an authorized agent of the property owner(s) and all applicable fees shall be paid when applications are submitted.

2. The Development Review **Committee** shall review the application submittal for compliance with applicable Guidelines and this **Ordinance** and, following the completion of the **Committee**'s review, the **Zoning Administrator** shall approve, approve with conditions or deny the Design Review application. In the event of a denial, no development activities shall be authorized until a new application for Design Review approval has been submitted and approved.

3. The approval date of the Design Review approval shall be the date on which the application was approved by the **Zoning Administrator**. Design Review approvals are tied to other development approvals, which will be identified in the notification of Design Review approval; and the Design Review approval expires if such related development approval expires.

E. *COMPLIANCE.*

1. Development shall conform to the development and design reflected in the Design Review application submittal as approved by the **Zoning Administrator** as a condition for receiving a Certificate of Occupancy. To insure such conformance, City staff may conduct site inspections during the construction and upon completion of the construction.

a. If in the opinion of the **Zoning Administrator** development within a subdivision or other residential development project does not conform to the development and design reflected in the Design Review Application submittal as approved by the **Zoning Administrator**, the **Zoning Administrator** shall be entitled to have a hold placed on the release of future **building** permits until the lack of conformance has been remedied.

b. If in the opinion of the **Zoning Administrator** the completed construction of improvements does not conform to the development and design reflected in the Design Review Application submittal as approved by the **Zoning Administrator**, the **Zoning Administrator** shall be entitled to have a hold placed on the release of a Certificate of Occupancy until the lack of conformance has been remedied.

2. *NON-COMPLIANCE.* The failure to comply with the requirements of the Guidelines, or the terms of a design review approval, shall constitute a violation of this **Ordinance**.

SECTION 4. SECTION 2-2 (DEFINITIONS) OF THE GOODYEAR ZONING ORDINANCE IS HEREBY AMENDED AS FOLLOWS (WITH DELETIONS SHOWN BY STRIKEOUT TEXT AND ADDITIONS SHOWN BY DOUBLE UNDERLINED TEXT):

Boardinghouse or Lodging house. ~~Building where, for definite periods, lodging (with or without meals) is provided for three to twenty persons.~~ A dwelling or building that is used to provide lodging for compensation to unrelated individuals (either with or without meals) and where rent or a lodging fee is charged separately for the individual room(s) or partitioned areas that are occupied by a renter or occupant. Individual rooms or partitioned areas may or may not be equipped with kitchen facilities and congregate dining facilities may or may not be provided for the renters or occupants. A dwelling unit located within a single family residential district in which leases, subleases, and/or agreements for individual rooms and/or partitioned areas are entered into with unrelated persons, that are not a single housekeeping unit shall be considered a boardinghouse. Notwithstanding, a boardinghouse is not a Group Home, short-term rental, hotel or motel.

Building Code. The construction code adopted by the City of Goodyear which may include a model building code, commercial code, plumbing and mechanical code, electric code, energy conservation code, fire code, property maintenance code, neighborhood preservation code, anti-blight code or other similar code.

Duplex. See Dwelling, Two Family.

Dwelling, Two Family. ~~A **building** containing only two (2) units; a duplex.~~ A "*Duplex*" meaning two dwelling units on the same parcel or lot in attached,

detached or semi-detached arrangements that are designed for residential occupancy by not more than two households living independently from each other OR two (2) dwelling units on different parcels or lots in an attached arrangement.

Dwelling, Three Family. A "*Triplex*". Meaning three (3) dwelling units on the same parcel or lot in attached, detached or semi-detached arrangements that are designed for residential occupancy by not more than three (3) households living independently from each other OR three (3) dwelling units on different parcels or lots in an attached arrangement.

Dwelling, Four Family. A "*Fourplex*". Meaning four dwelling units on the same parcel or lot in attached, detached or semi-detached arrangements that are designed for residential occupancy by not more than four households living independently from each other OR four (4) dwelling units on different parcels or lots in an attached arrangement.

FAMILY.

a. Individual; or

b. Two (2) or more persons, including children, related by blood, marriage, or adoption ~~and usual servants~~, living together as a single housekeeping unit in a dwelling unit, a Family includes two (2) persons in a domestic relationship and the biological, adopted and foster children of either person living together as a single housekeeping unit in a dwelling unit; or

c. No more than six (6) persons not related, living together as a single housekeeping unit within a dwelling unit; or

d. Persons with development disabilities, as defined by Arizona Revised Statutes, and operators of a residential facility as defined in this section.

Fourplex. See Dwelling, Four Family.

Middle Housing. Means buildings that are compatible in scale, form and character with single- family houses and that contain two (2) or more attached, detached, stacked or clustered homes which include duplexes, triplexes, fourplexes and townhouses.

Middle Housing Central Business District. Means an area or series of areas designated by a municipality that are primarily nonindustrial and that attract community activity, including the entire geographic area that the municipality has officially designated as its downtown or equivalent on the effective date of the section.

Single Housekeeping Unit. A group of one (1) or more persons residing together in a dwelling whose members are a non-transient interactive group

with established familiarity with each other and who share use of and responsibility for the entire dwelling (including common areas), household activities, and household responsibilities such as meals, chores, household maintenance, and household expenses, which are managed by the persons that reside together. Single housekeeping unit status shall not apply to the occupants of a ~~sorority or fraternity, motel, hotel, boarding or lodging home, recidivism or prison transitional home, or any facility that is required to be licensed by a public agency.~~:

a. sorority or fraternity,
b. motel,
c. hotel,
d. boardinghouse or lodging house,
e. recidivism or prison transitional home.

Triplex. See Dwelling, Three Family.

SECTION 5. SECTION 8-2 (C) (ACCESSORY DWELLING UNIT) OF THE GOODYEAR ZONING ORDINANCE IS HEREBY AMENDED AS FOLLOWS (WITH DELETIONS SHOWN BY STRIKEOUT TEXT AND ADDITIONS SHOWN BY DOUBLE UNDERLINED TEXT):

C. *ACCESSORY DWELLING UNIT.*

1. *General Provisions.*

a. No More than one (1) attached and one (1) detached Accessory Dwelling Unit shall be permitted on single-family lots.

b. Accessory Dwelling Units shall not be located on single-family lots on land in the territory in the vicinity of a Military Airport or Ancillary Military Facility as defined in A.R.S. § 28-8461 or land in the territory in the vicinity of a Federal Aviation Administration Commercially Licensed Airport or a General Aviation Airport or on land In the territory in the vicinity of a Public Airport as defined in A.R.S. § 28-8486 and that has a noise level of greater than sixty-five (65) decibels.

c. Accessory Dwelling Units, whether detached or attached, shall not have an address separated from the principal single-family dwelling on the same lot or parcel.

d. An Accessory Dwelling Unit shall comply with the adopted design guidelines and development standards but may deviate from the exterior design, roof pitch or finishing materials of the single-family dwelling on the same lot or parcel, in conformance with A.R.S. § 9-461.18.

e. The side and rear setbacks for an Accessory Dwelling Unit shall be five (5) feet.

f. The front and street setback, building lot coverage, building frontage, and building height for an Accessory Dwelling Unit shall be the same as that of the principal single-family dwelling on the same lot or parcel.

g. The Accessory Dwelling Units shall be self-contained and include a bedroom, bathroom and may include kitchen (cooking) facilities. The Accessory Dwelling Unit may include, but is not required to have, a parking area or attached garage.

h. The Accessory Dwelling Unit shall be no larger than seventy-five (75) percent of the gross floor area of the principal single-family dwelling on the same lot or parcel or one thousand (1,000) square feet, whichever is less.

i. In addition to the one (1) attached and one (1) detached Accessory Dwelling Unit permitted on single-family lots, an additional one (1) detached Accessory Dwelling Unit is permitted if the lot or parcel is one (1) acre or larger in size and the additional one (1) detached Accessory Dwelling Unit is a Restricted-Affordable Dwelling Unit subject to a Deed Restriction or Development Agreement with the City of Goodyear. Prior to the issuance of any permit for the construction of a Restricted-Affordable Dwelling Unit, the owner of the proposed Restricted-Affordable Dwelling Unit shall execute and deliver an original recorded copy of a deed restriction or development agreement to the City of Goodyear. The deed restriction or development agreement shall be recorded in the Maricopa County Recorder's Office by the owner of the lot or parcel burdened thereby and shall remain a covenant and restriction running with the property for at least thirty (30) years.

SECTION 6. CITY OF GOODYEAR ZONING ORDINANCE ARTICLE 9 (SPECIAL DISTRICTS) IS AMENDED BY ADDING NEW SECTION 9-3, MIDDLE HOUSING OVERLAY DISTRICT, AS FOLLOWS:

Article 9-3 Middle Housing Overlay District

§ 9-3-1 Purpose.

The purpose of this Section is to conform with A.R.S. § 9-462.13 to allow for the development of duplexes, triplexes, fourplexes and townhomes. The regulations in this Section are in addition to other codes and requirements of the City.

§ 9-3-2 Applicability.

A. The Middle Housing Overlay District is hereby established. The Middle Housing Overlay District applies to the land area within the city limits of the city of Goodyear that is located within one (1) mile of the city's Middle Housing Central Business District, as depicted in the Middle Housing Overlay District.

B. The development of duplexes, triplexes, fourplexes and townhomes shall be a permitted use on the following:

1. All lots zoned for single-family residential use that are located within one mile of the municipality's Middle Housing Central Business District;
2. A maximum of twenty percent (20%) of the total area of any new development site that is greater than ten (10) contiguous acres.

C. The development of duplexes, triplexes, fourplexes and townhomes shall not be located within those areas identified in Section 9-3-3.

§ 9-3-3 Eligibility

A. Non-Eligibility. The following areas are not eligible to construct a duplex, triplex or fourplex as a permitted use as provided in this Section:

1. Areas that are not incorporated;
2. Areas that lack sufficient urban services;
3. Areas that are not served by water and sewer services;
4. Areas that are not zoned for residential use;
5. Areas that are not incorporated and are zoned under an interim zoning designation that maintains the area's potential for planned urban development;
6. Areas covered under A.R.S., title 48, chapter 6, article 4;
7. Any land within the territory in the vicinity of a public airport as defined in A.R.S. §28- 8486 or to the extent this section would interfere with the public airport's ability to comply with the laws, regulations and requirements of the United States related to applying for, receiving or spending federal monies; and
8. Any land within the territory in the vicinity of a military airport as defined in A.R.S. § 28-8461.

§ 9-3-4 Development Standards.

The development standards applicable to the underlying single-family zoning district or planned area development (PAD) shall apply to middle housing development within the Middle Housing Overlay District except as modified herein:

A. Parking. A minimum of one (1) parking space per unit shall be provided on site.
B. Number of dwelling units. Any eligible parcel developed for middle housing is limited to the following:

1. A single duplex, triplex, or fourplex; or,
2. A maximum of one (1) townhouse unit on a single lot that are attached to a maximum of one (1) townhouse unit on an adjacent lot that is also within the Middle Housing Overlay District, subject the Development Standards and setbacks of the single-family district.

C. Development Standards. All Development Standards, Setbacks, Design and Building Heights shall be that of the single-family zoning district.

SECTION 7. CORRECTIONS

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

SECTION 8. EMERGENCY CLAUSE AND EFFECTIVE DATE

The immediate operation of the provision of this ordinance is necessary for the immediate preservation of the public peace, health, safety, and welfare of the City. Therefore, an emergency is hereby declared to exist, and this Ordinance is enacted as an emergency measure and will be in full force and effect upon its passage and adoption.

SECTION 9. RECORDATION.

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

SECTION 10. PENALTIES

Any person who violates any provision of this Ordinance shall be subject to penalties set forth in Section 1-2-3 of the city of Goodyear Zoning Ordinance as it may be amended from time to time and which currently provides:

Section 1-2-3 Violations and Penalties

A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, building, structure, sign, landscaped area, parking lot or fence, or to permit the use of any lot or land contrary to, or in violation of any provisions of this Ordinance, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land use that is specifically prohibited by this Ordinance or is unspecified and not classified by the Zoning Administrator is prohibited in any district.

B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (Person). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.

C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.

D. Penalty. Any Person who violates any of the provisions of this Ordinance and any amendments there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:

1. Subject to civil sanctions of not less than one hundred dollars ($100) nor more than one thousand dollars ($1,000) per offense; or

Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars ($2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the city of Goodyear Municipal Court for violations hereunder.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 15th day of December, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

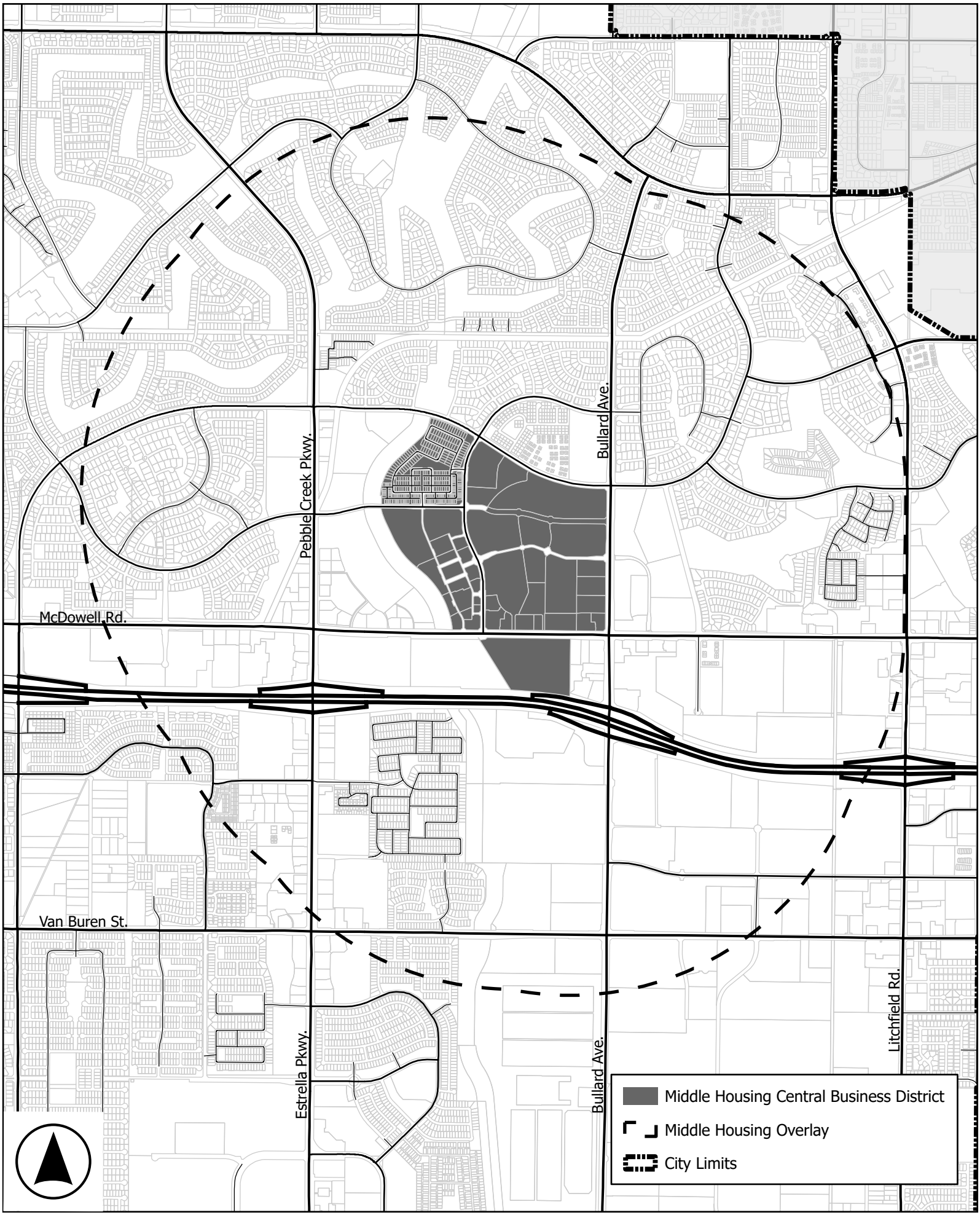
ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Exhibit A: Middle Housing Overlay District



AGENDA ITEM #: 6.
DATE: December 3, 2025
CAR #:
CASE #: P25-00221

Planning & Zoning Commission - AMENDED ACTION REPORT

SUBJECT: **AMENDMENT TO THE ZONING ORDINANCE RELATED TO INTERPRETATIONS OF DESIGN GUIDELINES, DEFINITIONS, ACCESSORY DWELLING UNITS AND MIDDLE HOUSING**

STAFF PRESENTER(S): Guadalupe Ortiz Cortez, Principal Planner

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SUMMARY:
This is a staff-initiated request to amend Articles 1, 2, 8 and 9 of the Goodyear Zoning Ordinance. This proposed amendment adds and amends definitions, allows accessory dwelling units outside the 65-decibel contour line within the vicinity of a Public Airport, modifies regulations related to the administration of the Design Guidelines Manual, and creates a Middle Housing Overlay District to allow middle housing on properties within such districts.

RECOMMENDATION:

1. Conduct a public hearing to consider a request to amend Articles 1, 2, 8 and 9 of the City of Goodyear Zoning Ordinance.
2. Recommend approval of a request to amend Articles 1, 2, 8, and 9 of the City of Goodyear Zoning Ordinance, as set forth in the draft of Ordinance No. 2025-XXXX (Guadalupe Ortiz Cortez, Principal Planner).

FISCAL IMPACT:
There is no direct budget impact associated with the approval of this Zoning Ordinance text amendment.

BACKGROUND AND PREVIOUS ACTIONS:
The City of Goodyear Zoning Ordinance regulates the development of all land within the city. Regulations set forth in the Zoning Ordinance may be amended when deemed necessary to best serve the public interest, health, comfort, convenience, safety, and general welfare of the citizens of the city. The current Zoning Ordinance was originally adopted by the City Council in May 1999 and has been the subject of a number of amendments since that time. The purpose of this text amendment is to comply with recently adopted state legislation and to amend definitions related to single-family residential districts. The amendment to the Goodyear Zoning Ordinance, Attachment A, in addition to both amending and adding definitions related to the city's compliance with state legislation and single-family residential districts, will bring city standards into conformance with the adoption of House Bill 2928; the adoption of House Bill 2447; and the adoption of House Bill 2721 during the 2024 legislative session.

STAFF ANALYSIS

Current Policy:
The following policies contained within the city of Goodyear Zoning Ordinance are applicable and relevant to this requested text amendment:

- Article 1-2-2 (Zoning Administrator – Enforcement, Interpretation and Conflict) establishment of a Zoning Administrator for interpretation of the Zoning Ordinance.
- Article 1-4-2 (Administration of Manual) provides for the applicability of the Design Guidelines Manual.
- Article 2-2 (Definitions) defines certain words and terms used throughout the ordinance.
- Article 8-2(C) (Accessory Dwelling Unit) provides standards for accessory dwelling units.
- Article 9 (Special Districts) provides unique areas within the city additional regulations and approval processes.

Details of the Request:
This request for text amendment as identified in Ordinance No. 2025-XXXX is to modify certain definitions and standards related to the administration of Design Guidelines Manual, middle housing opportunities through a Middle Housing Overlay District, and expansion to Accessory Dwelling Units allowances. To achieve this intent, the text amendment proposes the following revisions:

- Article 1-2-2 (Zoning Administrator – Enforcement, Interpretation and Conflict) gives the Zoning Administrator the ability to publish Zoning Interpretations to clarify standards and publish interpretations that do not change the uses permitted in a zoning district or change terms of the zoning ordinance; and,
- Article 1-4-2 (Administration of Manual) gives the Zoning Administrator the ability to make interpretations of the Design Guidelines Manual and publish interpretations as Addendums to the Design Guidelines Manual; and,
- Article 2-2 (Definitions) Changes definitions to "Boardinghouse or Lodging house"; "Dwelling, Two Family"; "Dwelling, Three Family"; "Dwelling, Four Family"; "Family"; "Single Housekeeping Unit", and adds definitions for "Building Code"; "Duplex"; "Triplex"; "Fourplex"; "Middle Housing"; "Middle Housing Central Business District"; and,
- Article 8-2(C) (Accessory Dwelling Unit) clarified that accessory dwelling units are permitted within the vicinity of a public airport, outside of the 65 decibels noise contour line; and,
- Article 9 (Special Districts) creates Section 9-3 to create a Middle Housing Overlay District and identifies a Middle Housing Central Business District to allow the new development of middle housing.

Evaluation Criteria:
As previously noted, Section 1-3-1 (Amendments) of the Zoning Ordinance provides evaluation criteria for text amendments. The criteria and accompanying staff analysis (italics) are provided below:

A. Documentation indicating inconsistencies in terms of the Ordinance or problems and/or conflicts in implementation of specific sections of the Ordinance that will be resolved by the amendment

The amendment is intended to bring the city's definitions and standards related to accessory dwelling units, design guidelines, and middle housing regulations into conformance with those standards established by Arizona Revised Statues and to clarify definitions related to single-family residential districts. Ordinance No 2025-XXXX has been prepared in compliance with Arizona House Bills 2928, 2447, and 2721. Currently, the city permits accessory dwellings units, however, they are not permitted within the territory of the vicinity of a public airport, and with this text amendment, and in compliance with A.R.S. they will be permitted within the vicinity of the airport, but outside of the 65 decibels noise contour line (HB 2928). Currently, the city has adopted design guidelines that may not

be objectively interpreted , this Ordinance allows the Zoning Administrator to make objective interpretations of the Design Guidelines Manual and publish Addendums which allows city staff to clarify standards to comply with new legislation requiring objective standards (HB 2447). Additionally, the city has middle housing zoning districts, but with new legislation requirements will permit middle housing in its Central Business District which has been identified as Civic Square and GSQ Regional Center and a mile surrounding this District per state statute (HB 2721).

B. Whether amendment is needed to respond to changes in the law, statutory or case law

This text amendment is in response to inconsistencies between changes in state law. The purpose of the amendment is to bring city standards into conformance with state law and to clarify definitions related to single-family residential districts.

C. Whether amendment is needed to address zoning and/or development issues or to improve processes for addressing such issues

With this text amendment, inconsistencies with state law will be rectified.

D. Whether amendment will promote implementation of goals and objections of the City's General Plan

In General Plan Goal ID-2: A range of housing types, price points, and sizes meet the needs of all ages, incomes and lifestyles.

E. Any other factors related to the impact of the amendment on the general health, safety or welfare of the citizens of the City and the general public

The text amendment should not have any adverse impacts on the general health, safety or welfare of citizens or the general public. The proposed text amendment brings Goodyear into compliance with state laws and clarifies definitions related to single-family residential districts.

Public Participation:
This Zoning Ordinance text amendment requires public hearings before the Planning & Zoning Commission and City Council. Notice for these public hearings included a full-size legal notice published in the Arizona Republic West Valley Edition on November 14, 2025. Information on this text amendment was also posted to the current development applications section of the city's website.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on December 15, 2025, appeared in the Arizona Business Gazette - Republic Edition on November 14, 2024.

Attachments
Attachment A - Ordinance 2025-XXXX with Exhibit A

It's a Great time to be in Goodyear.



Middle Housing, Accessory Dwelling Units, Objective Standards

ZONING ORDINANCE TEXT AMENDMENT

It's a Great time to be in Goodyear.

Middle Housing



HB 2721







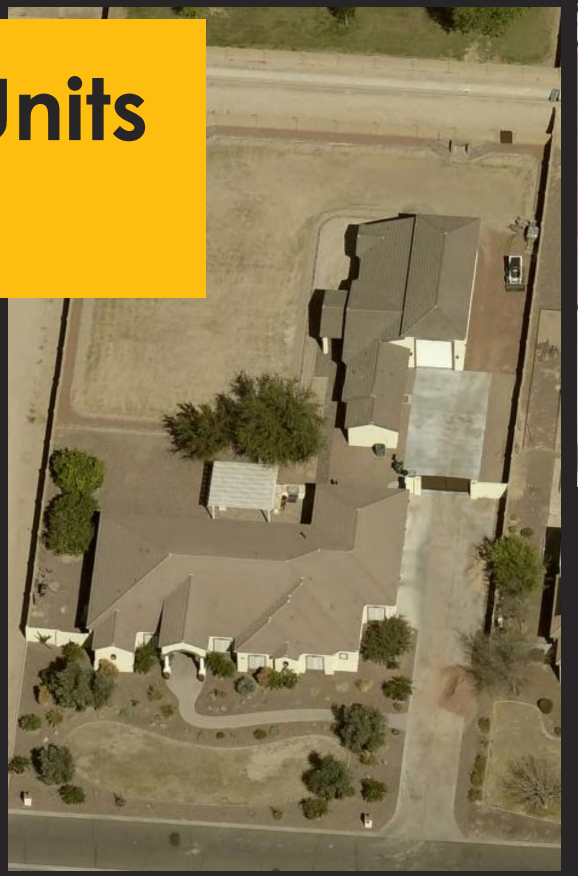


Accessory Dwelling Units (ADUs)

HB 2928

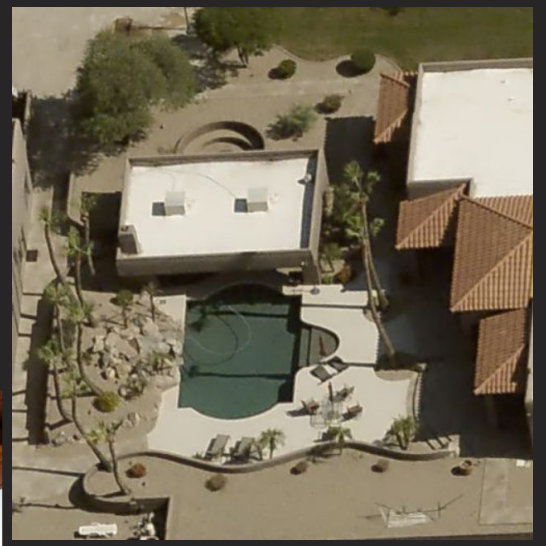












It's a Great time to be in Goodyear.

Objective Standards

HB 2447











Zoning Ordinance Text Amendment

Recommendation

Approve the Zoning Ordinance Text Amendment

It's a Great time to be in Goodyear.

Thank you.

ITEM #: 11.
DATE: 12/15/2025
AI #:2855

CITY COUNCIL ACTION REPORT

SUBJECT: **REZONE APPROXIMATELY 1.940 ACRES FROM KING RANCH PAD TO RIO 1900 PAD**

STAFF PRESENTER(S): Christian M. Williams, Planning Manager

OTHER PRESENTER(S):

Brian Greathouse, Burch & Cracchiolo

SUMMARY

This is a public hearing to request a rezone of approximately 1,940 acres, extending east to west from Estrella Parkway across Cotton Lane to approximately the alignment of 187th Avenue, and north to south from Gila River to the northern edge of the Estrella residential community, from King Ranch Planned Area Development (PAD) to Rio 1900 PAD with multiple underlying zoning districts, and to request the item be continued to a date certain on January 26, 2026.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Conduct the public hearing and continue the item to the January 26, 2026 Regular City Council Meeting. (Christian M. Williams, Planning Manager)

STIPULATIONS

The complete list of stipulations is contained within the draft Ordinance, 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. Additionally, as part of the Development Agreement for King Ranch approved by City Council on September 11, 2023, the owner of the Property is required to repay the city for the construction of the Cotton Lane Bridge. Such repayment may include land donations, construction of recreational facilities and/or amenities or the cash payment of $4,000 per vertical building permit (residential or commercial) issued for development within the Property until the city receives full repayment for the Cotton Lane Bridge.

BACKGROUND AND PREVIOUS ACTIONS

On December 3, 2025, the Planning and Zoning Commission held a public hearing for this item. After staff presented the Minor General Plan Amendment and Rezone request, the applicant followed with a presentation focused on water and infrastructure. Commissioners expressed support for trail development and discussed roadway construction across the Gila River, intersections in northern Estrella, and the adequacy of water sources to support the proposed development, including potential impacts on city resources.

During the Public Hearing, eight residents spoke or submitted speaker cards. One speaker expressed general support, while others raised questions and comments regarding BLM land impacts, visuals of the development, buffers between Rio 1900 and Estrella, roadway access between Cotton Lane and Estrella Parkway, entitlement status, infrastructure and budget awareness, Arizona state land parcels, water resources, stormwater impacts, lot sizes, and building coverage. In response, the applicant presented a conceptual land use map illustrating higher density to the north and lower density to the south, explained residential buffers and potential uses, and provided information on the development process and the potential for a resort. One resident voiced support for the graduated density approach after reviewing the conceptual plan.

At the conclusion of the public hearing, the Planning and Zoning Commission voted 6-0 to recommend approval, subject to the proposed stipulations which are reflected in the Ordinance included as Attachment A.

A Public Hearing notice for the City Council Meeting was published in the Arizona Business Gazette- Republic Edition on November 26, 2025, at least 15 days prior to the meeting; postcards were mailed to 423 adjoining owners, located within five hundred (500) feet of the Property, on November 22, 2025; and signs were updated on the site on December 1, 2025.

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

STAFF ANALYSIS

Please note that there is a scrivener's error in the proposed Stipulation #4 in Ordinance 2025-XXXX. As it is currently written, the stipulation mentions a water allocation cap of 1,900 acre feet per year, but then states that should the actual water demand exceed 1,400 acre feet per year, the applicant will be responsible for procuring additional water for the project. Both figures in this stipulation should read as 1,900 acre feet per year, so the second figure in the stipulation should be corrected from 1,400 to 1,900.

Staff recommends that the City Council adopt the Ordinance, consistent with the Planning and Zoning Commission's recommendation with a modification to Stipulation #4 to correct the scrivener's error which would replace 1,400 with 1,900.

Attachments

Attachment A - Ordinance and Exhibits

Attachment B - Aerial Photo

Attachment C - Details of the Request

Attachment D - Project Narrative

Attachment E - Detailed Evaluation Criteria

Attachment F - Planning & Zoning Commission Staff Report

ORDINANCE NO. XXXX-XXXX

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 1,940 ACRES OF LAND GENERALLY EXTENDING FROM ESTRELLA PARKWAY TO APPROXIMATELY THE ALIGNMENT OF 187TH AVENUE, AND FROM THE GILA RIVER TO THE ESTRELLA RESIDENTIAL COMMUNITY, FROM THE KING RANCH PLANNED AREA DEVELOPMENT (PAD) TO THE RIO 1900 PLANNED AREA DEVELOPMENT (PAD); AMENDING THE ZONING MAP OF GOODYEAR.

WHEREAS, on August 22, 2005, the City Council adopted Ordinance 2005-960 rezoning approximately 1,999 acres from the Preliminary Planned Area Development (PAD) District Mixed Uses to the Final Planned Area Development (PAD) District Mixed Uses ("King Ranch Final PAD"); and

WHEREAS, on September 25, 2006, the City Council adopted Ordinance 2006-1027 amending the King Ranch Final PAD to reconfigure commercial parcels as they relate to Gila River and Cotton Lane; adjusted residential land use types adjacent to the reconfigured commercial areas; realigned Estrella Parkway as it enters King Ranch; added one 12.6-acre medium-high density residential parcel on the east side of the realigned Estrella Parkway; and allowed commercial parcels to contain residential units above the first floor; and

WHEREAS, the property consists of 1,940 acres generally extending east to west from Estrella Parkway across Cotton Lane to the alignment of 187th Avenue, and north to south from Gila River to the northern edge of Estrella, as shown on Supplementary Zoning Map No. 24-87, attached hereto as Exhibit A and legally described in Exhibit B, attached hereto (the "Property"); and

WHEREAS, the land use designations in the Goodyear 2035 General Plan for the property are Neighborhoods, Open Space, Aggregate Mining Overlay, and Farm Focus Area Overlay; and

WHEREAS, this request is to rezone the Property to PAD with multiple underlying zoning districts to allow the Property to develop as a multi-use community, subject to the development standards described in the document titled "Rio 1900 Planned Area Development Regulatory Document", dated November 2025, attached hereto as Exhibit C (the "Rio 1900 PAD"); and

WHEREAS, a Minor General Plan Amendment is associated with this rezoning case in which the land use designation for thirty-one (31) acres of the Property will be amended from Open Space land use designation to the Neighborhoods land use designation; and

WHEREAS, the underlying zoning districts within the Rio 1900 PAD are compatible with the corresponding land use designations of Neighborhoods, Open Space, Aggregate Mining Overlay, and Farm Focus Area Overlay as described in the 2035 General Plan; and

WHEREAS, city staff finds that the proposed rezoning will not adversely impact the surrounding area as the proposed land uses will allow for the orderly growth and development of a multi-use development; and

WHEREAS, a public notice of a Neighborhood Meeting was provided to property owners within 500 feet of the property on June 17, 2025, and five signs advertising the meeting were posted to the site on June 19, 2025; and

WHEREAS, the Neighborhood Meeting took place in-person on July 8, 2025, and was attended by approximately twenty-three (23) people, where discussion occurred regarding residential density; water; emergency access; housing and commercial types; transportation and circulation, protection of hillsides, drainageways, and habitat; and construction timing; and

WHEREAS, a public notice that this rezoning was to be considered and reviewed at a public hearing before the Planning and Zoning Commission on December 3, 2025, appeared in the Arizona Business Gazette – Republic Edition on November 14, 2025; postcards were mailed to adjoining owners on November 12, 2025, and the five signs on the site were updated on November 14, 2025; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on December 3, 2025; and

WHEREAS, at that meeting the Planning and Zoning Commission voted 6-0 to recommend approval of the rezone; and

WHEREAS, a public notice that this rezoning was to be considered and reviewed at a public hearing before the City Council on December 15, 2025, appeared in the Arizona Business Gazette – Republic Edition on November 26, 2025; postcards were mailed to adjoining owners on November 22, 2025, and the five signs on the site were updated on December 1, 2025; and

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona, find the adoption of this Ordinance to be in the best interests of the public interest, health, comfort, convenience, safety, and general welfare of the citizens of the City.

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

SECTION 1. DECLARATION OF PUBLIC RECORDS

That certain document titled “Official Supplementary Zoning Map No. 24-87”, a copy of which is attached hereto as Exhibit A, is hereby declared a public record and incorporated herein by this reference.

That certain document titled “Legal Description for Rio 1900 Project Boundary”, a copy of which is attached hereto as Exhibit B, is hereby declared a public record and incorporated herein by this reference.

That certain document titled “Rio 1900 Planned Area Development Regulatory Document”, dated November 2025, a copy of which is attached hereto as Exhibit C, is hereby declared a public record and incorporated herein by this reference.

Either three paper copies or one paper copy and one electronic copy maintained in compliance with section A.R.S. 44-7401 of each of the aforementioned documents being declared public records herein are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

SECTION 2. ADOPTION OF FINDINGS

The clauses set forth above are hereby adopted and incorporated herein by this reference as if fully set forth herein.

SECTION 3. DESCRIPTION OF THE PROPERTY BEING REZONED

This Ordinance No. 2025-XXXX applies to that parcel of land in Goodyear, Maricopa County, Arizona, that is approximately 1,940 acres generally extending east to west from Estrella Parkway across Cotton Lane to the 187th Avenue alignment, and north to south from Gila River to the northern edge of Estrella, as legally described in that certain document titled "Legal Description- Rio 1900 PAD", attached hereto as Exhibit B and which is declared a public record and incorporated herein by reference in Section 1 of this Ordinance (the "Property").

SECTION 4. REZONING

The Property is conditionally rezoned from Planned Area Development (PAD) to Planned Area Development (PAD).

SECTION 5. CONDITIONS OF REZONING

The rezoning of this Property is subject to the following stipulations and conditions of approval:

1. Except as modified by the following stipulations and conditions of approval set forth herein, all development of the Property shall be in compliance with the Rio 1900 Planned Area Development Regulatory Standards Booklet dated November 2025, (the "Rio 1900 PAD") and any approved amendments thereto; and,

2. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with all other federal, state and local laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and,

3. Owner shall construct or cause to construct, at no cost to the City, all on-site and off-site infrastructure improvements determined by City as being necessary to provide water service and wastewater service to the Property or pursuant to a written development agreement approved by City Council; and,

4. Unless otherwise amended by a development agreement approved by City Council, the maximum amount of water resources the city shall allocate to the Property is 1,900 acre-feet per year. If at any time, additional water resources are needed to serve the Property in excess of 1,400 acre-feet per year it shall be the sole responsibility of the Owner to procure such additional water resources at no cost to the City; and,

5. Owner shall pay an in-lieu payment per residential dwelling unit for (i.) water facilities, which include facilities for the supply, transportation,

treatment, purification and distribution of water, and any appurtenances thereto and (ii.) wastewater facilities which include facilities for the collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances thereto. The in-lieu payment shall not include water or wastewater infrastructure installed by Owner. The in-lieu payment required herein shall be paid at the time a building permit is issued for each residential dwelling unit and the payment shall be equal to the amount charged for a single-family and/or multi-family dwelling unit under the City's then-currently approved Land Use Assumptions and Infrastructure Improvements Plan and Development Fee Report, based on the classification of the building permit issued to Owner. Notwithstanding the above, Owner shall not be required to pay an in-lieu payment for both water facilities and wastewater facilities if either the Property is included within the City's currently approved Water Facilities Impact Fee Area and Wastewater Facilities Impact Fee Area and Owner is required to pay both Water Facilities Development Fees and Wastewater Facilities Development Fees or Owner is not required to contribute towards water and wastewater facilities in a development agreement approved by City Council; and,

6. A proposed phasing plan was not submitted with the rezoning application. A phasing plan for each preliminary plat or site plan must be submitted concurrently with such application and approved at the discretion of the City Engineer or designee, or agreed upon in a development agreement approved by City Council; and,

7. Unless modified by the Rio 1900 PAD, or the terms of a written development agreement approved by City Council, Owner shall dedicate, at no cost to City, all rights-of-way and/or easements within the boundaries of the Property that are: (i) needed for construction of infrastructure improvements required for City to provide water and wastewater services to the Property; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulation, standard, guideline governing the development of the Property including, but not limited to, City of Goodyear subdivision regulations, Building Codes and Regulations, and City of Goodyear's Engineering Design Standards and Policies Manual (EDS&PM); (iii) required for the construction of improvements for which Owner is responsible for making in-lieu payments and/or cost recovery payments; (iv) required to be dedicated pursuant to any development agreement with City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-way and easements shall be dedicated lien-free and, unless otherwise agreed to by City, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by any stipulation in this ordinance, the terms of a written development agreement approved by City Council or a written phasing plan approved by City Engineer or designee, all dedications shall be made prior to or concurrent with recordation of a final plat or approval of a site plan that includes the area in which the dedicated property is

located or upon reasonably requested by the City Engineer or designee, whichever is earlier; and,

8. The construction of specific roadways and traffic signals needed in relation to the development of any portion of the Property shall be identified in future Traffic Impact Analysis/Studies approved by the City. Owner shall, at no cost to the City, be responsible to design and construct all roadways within, along, or adjacent to the Property at the classification type set forth in the Master Traffic Impact Analysis or in such future Traffic Impact Analysis/Studies approved by the City. Unless otherwise approved as part of a preliminary plat or site plan application, all streets and roads will be constructed to the classification standards set forth in the City's Engineering Design Standards & Policies Manual in effect when the improvements are constructed. Unless modified by a written phasing plan approved by the City Engineer or designee or by a development agreement approved by the City Council, the streets and roads shall be completed and accepted by the City Engineer or designee subject to completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Permanent Certificate of Occupancy for any structure within the portion of the Property subject to such preliminary plat or site plan application; and,

9. Owner shall be responsible for a proportionate share of the costs of any traffic signals identified in the Master Traffic Impact Analysis submitted with the Rezone Application and in any future approved Traffic Impact Analysis/Study as being needed in relation to the development of the Property. Owner shall either make an in-lieu payment for the cost of traffic signal or Owner shall construct the signal if the signal is warranted with the development and construction of the signal is required. If an updated Traffic Impact Analysis/Study reflects the need for any additional traffic signals at any intersections adjacent to the Property, Owner shall, at no cost to City, convey, in fee, lien-free, and free of any easements or encumbrances, unless specifically agreed to by City, any additional right-of-way needed for construction of the portion of the traffic signal that will be located on the Property and Owner shall make an in-lieu payment for a proportionate share of the costs to City towards the total cost of the full traffic signal (all four legs). Except as provided herein, the in-lieu payment will be calculated based on 25% of the cost of a full traffic signal for each corner of the intersection adjacent to the Property. For example, if a traffic signal is required at an intersection where two of the four corners of the intersection are adjacent to the Property, Owner would be responsible for 50% of the cost of a full traffic signal. The in-lieu payment paid to the City shall be calculated based on the actual cost of the traffic signal if it has been constructed or, if the payment is made before the traffic signal has been completed, upon an engineer's estimate of the probable cost of the signal that is approved by the City Engineer or designee. Unless modified by a written phasing plan approved by the City Engineer or designee or a development agreement approved by the City Council, the dedication(s), construction, and in-lieu payment(s) required herein shall be made at the earlier of the following: (i) before the issuance of any

engineering permit for any of the work reflected in a site plan, Minor Land Division ("MLD"), or final plat that includes, is adjacent to, or requires connection to, the intersection where the traffic signal is needed; or (ii) before the recordation of any final plat or MLD that includes, is adjacent to, or requires connection to, the intersection where the traffic signal is needed; and,

10. Prior to the issuance of the first certificate of occupancy within a final plat that is located adjacent to the El Rio Trail, Owner shall construct or cause to construct, at no cost to the City, that portion of the El Rio Trail, as described in the PAD document that is adjacent to such final plat and shall include the portion of the El Rio Trail that is adjacent to such final plat within the boundaries of the final plat, unless otherwise approved by the Development Services Director; notwithstanding the above, the portion of the El Rio Trail west of Cotton Lane to the BLM owned property shall be completed prior to the issuance of the 1400th residential building permit; and,

11. The El Rio Trail shall include at least one (1) developed trailhead that is at least five (5) acres in size and contains at least thirty (30) standard parking spaces, at least one (1) shade structure, as well as three (3) additional amenities as approved by the Development Services Director, which may include benches, drinking fountains and bike racks. Upon completion of construction the El Rio trailhead shall be fully open and accessible to the public. Unless otherwise agreed to by the city, the public El Rio trailhead for the El Rio Trail shall be developed between Cotton Lane and Estrella Parkway adjacent to the Gila River as generally depicted on Exhibit RD4 in the Rio 1900 PAD document; and,

12. Concurrently with the issuance of the 3,000th building permit within the Property, or immediately after the Goodyear City Council adopts a Capital Improvement Program (CIP) budget that includes funding for the construction of the thirty (30) acre community park as described in the Rio 1900 PAD document, whichever occurs first, Owner shall dedicate to the city at no cost, a parcel containing at least thirty (30) acres to be used for the construction of a community park. The parcel location must be approved by the Development Services Director and must be in general conformance with the PAD land use plan; and,

13. Prior to the recordation of any final plat subdividing all or part of the Property, Owner shall form a homeowners' association ("HOA") for the portion of the Property subject to such final plat, with said HOA owning and maintaining all private open space areas, common areas, and all amenities and enhancements described above, except that the HOA shall not own any of the enhancements or amenities located within right-of-way conveyed to City in fee, but shall be responsible for maintaining such amenities and enhancements. With respect to the paths and trails the HOA or a similar organization is responsible for maintaining, the HOA or such similar organization shall ensure that the paths and trails are unobstructed, visible, and safely accessible to all users. The HOA shall also be responsible for maintaining all landscaping within street rights-of-

way within or abutting the Property except for landscaping within medians located within any arterial street. A note shall be placed on each final plat indicating ownership and maintenance responsibilities of these private tracts and public rights-of-way landscaping; and,

14. The El Rio Trail development shall be in general conformance with the El Rio Design Guidelines adopted by City Council May 23, 2016, except as modified by the Rio 1900 PAD and this Ordinance; and,

15. All existing above ground utilities, except for electric lines that are 69kV or larger, located within and/or adjacent to the Property shall be placed underground at no cost to City. Unless modified by a written phasing plan approved by City Engineer or designee or by a development agreement approved by City Council, the undergrounding of the utilities required herein shall be completed prior to the issuance of the first Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the portion of the Property subject to the plat or site plan triggering the undergrounding requirement; and,

16. No final plat shall be recorded, no site plans shall be approved, and no construction permits shall be issued until Owner has provided City with all approvals and/or easements from government entities, utilities or irrigation districts whose property interests will be impacted by the development contemplated by such final plat, site plan, and/or construction permit. All required approvals and easements shall be in a form acceptable to City Engineer or designee; and,

17. Any modifications to existing private irrigation facilities as a result of the development of the Property shall be coordinated with the appropriate irrigation district/private owner; and,

18. If alterations of the Floodplain are required for the development of a portion of the Property, a Conditional Letter of Map Revision (CLOMR) shall be submitted to the City Engineer prior to or concurrent with the preliminary plat or site plan for such portion of the Property. A CLOMR shall be submitted to and approved by City Engineer or designee prior to submittal of any final plat and/or civil construction drawings for development within the floodplain unless a CLOMR is not required as determined by City Engineer, in which case Owner may proceed directly to a Letter of Map Revision (LOMR) which shall be submitted and approved by City Engineer or designee before the issuance of construction permits for work within the floodplain; and,

19. All residential lots adjacent to common active open spaces and that have view fences will be required to complete their rear yard landscaping within ninety (90) days from the close of escrow of the home; and,

20. Concurrently with the issuance of the 3,000th building permit within the Property, or immediately after the Goodyear City Council adopts a Capital Improvement Program (CIP) budget that includes funding for the

construction of a fire station within the Property, whichever occurs first, the owner shall dedicate, at no cost to the city, a parcel containing at least five (5) acres for the construction of a fire station. The parcel location must be approved by the Development Services Director and must be in general conformance with the PAD land use plan.

SECTION 6. AMENDMENT OF ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning of the Property with the adoption of the document titled "Rio 1900 PAD Regulatory Document", dated November 2025, referred to herein by the adoption of Supplementary Zoning Map No. 24-87, a copy of which is attached hereto as Exhibit A, and such amendment shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 7. RECORDATION

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

SECTION 8. ABRIDGMENT OF OTHER LAWS

Except where expressly provided, nothing contained herein shall be construed to be an abridgment of any other ordinance, regulation, or requirement of the City of Goodyear.

SECTION 9. CORRECTIONS

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

SECTION 10. SEVERABILITY

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

SECTION 11. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law. The provisions of the City of Goodyear Zoning Ordinance being amended by this Ordinance shall remain in full force and effect until the effective date of this Ordinance.

SECTION 12. PENALTIES

Any person who violates any provision of this Ordinance shall be subject to penalties set forth in Section 1-2-3 of the city of Goodyear Zoning Ordinance as it may be amended from time to time and which currently provides:

Section 1-2-3 Violations and Penalties

A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, building, structure, sign, landscaped area, parking lot or fence, or to permit the use of any lot or land contrary to, or in violation of any provisions of this Ordinance, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land use that is specifically prohibited by this Ordinance or is unspecified and not classified by the Zoning Administrator is prohibited in any district.

B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (Person). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.

C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.

D. Penalty. Any Person who violates any of the provisions of this Ordinance and any amendments there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:

1. Subject to civil sanctions of not less than one hundred dollars ($100) nor more than one thousand dollars ($1,000) per offense; or

Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars ($2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the city of Goodyear Municipal Court for violations hereunder.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 20_____.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

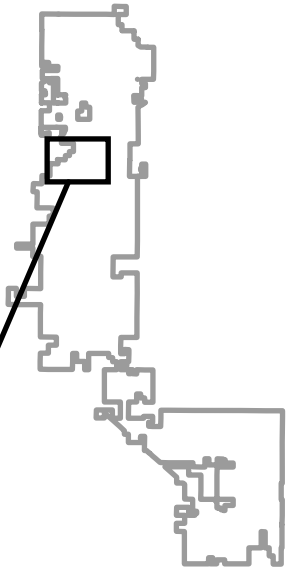
_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 24-87

AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO._____, PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS _____ DAY OF _____, 2025.

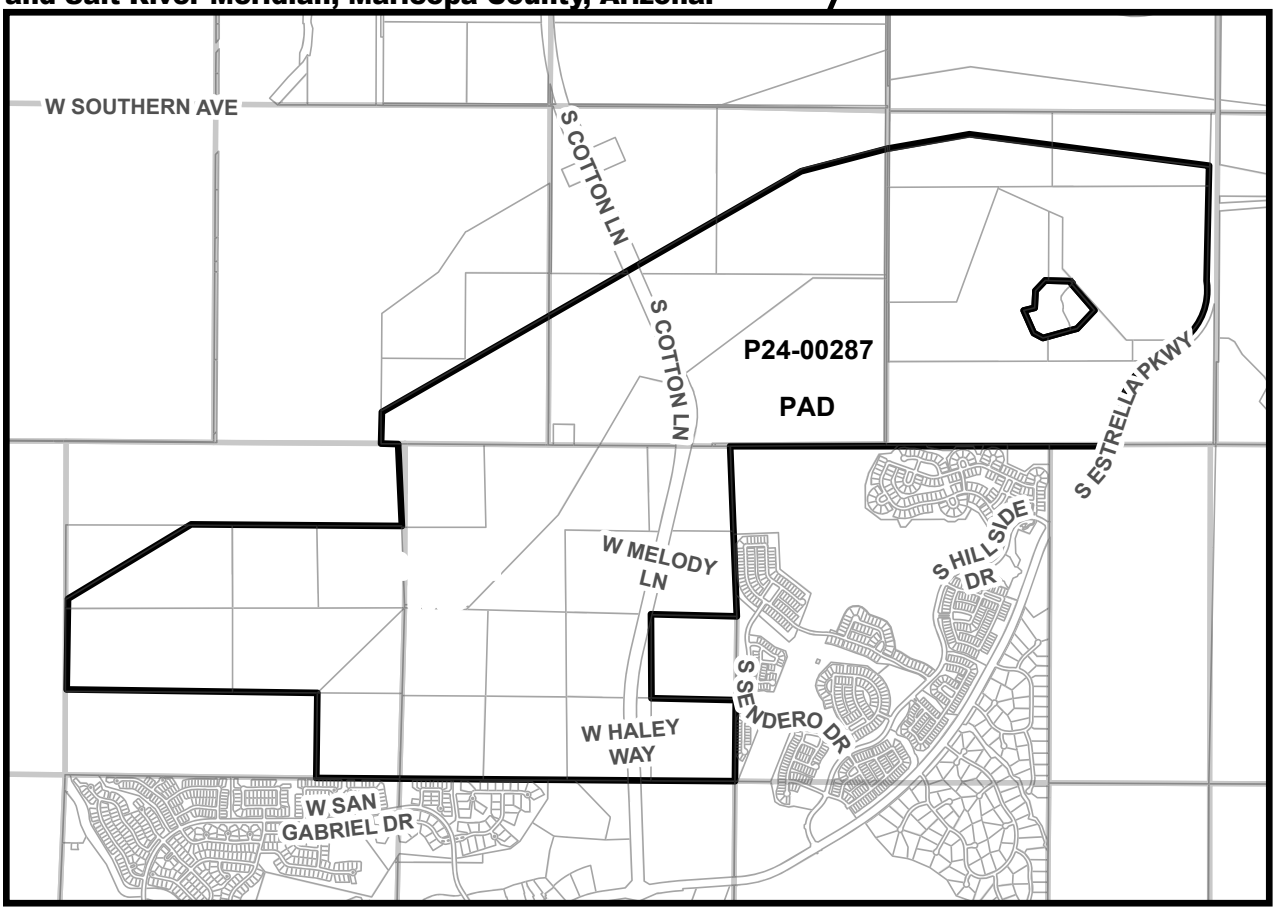


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

That part of Section 31, Township 1 North, Range 1 West, that part of Section 35 and 36, Township 1 North, Range 2 West and that part of Section 2 and 3, Township 1 South, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona.



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT			DATE:
A	REZONE FROM PAD TO PAD	P24-00287	November 2025

September 6, 2024

LEGAL DESCRIPTION FOR
RIO 1900
PROJECT BOUNDARY

That part of Section 31, Township 1 North, Range 1 West, that part of Section 35 and 36, Township 1 North, Range 2 West and that part of Section 2 and 3, Township 1 South, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the G.L.O. Brass Cap marking the Southeast Corner of said Section 2;

Thence North 89°39'49" West, along the South line of the Southeast Quarter of said Section 2, a distance of 2649.22 feet to the 2" pipe marking the South Quarter Corner of said Section 2;

Thence North 89°30'57" West, along the South line of the Southwest Quarter, a distance of 2649.78 feet to the Iron Pipe marking the Southwest Corner of said Section 2;

Thence North 89°22'09" West, along the South line of the Southeast Quarter of said Section 3, a distance of 1319.35 feet to the Southwest Corner of the Southeast Quarter of the Southeast Quarter of said Section 3;

Thence North 00°47'09" East, along the West line of the Southeast Quarter of the Southeast Quarter of said Section 3 a distance of 1344.47 feet to the Northwest Quarter thereof;

Thence North 89°44'05" West, along the North line of the Northwest Quarter of the Southeast Quarter of said Section 3, a distance of 1339.95 feet to the Southeast Corner of the North Half of the Southwest Quarter of said Section 3;

Thence North 89°39'07" West, along the South line of said North Half, a distance of 2644.43 feet to the Southwest Corner thereof;

Thence North 00°09'16" East, along the West line of said Southwest Quarter, a distance of 1315.86 feet to the Aluminum Cap marking the West Quarter Corner of said Section 3;

Thence North 00°09'02" East, along the West line of the Northwest Quarter of said Section 3, a distance of 140.42 feet;

Thence North 58°53'45" East, departing said West line, a distance of 2272.99 feet;

Thence South 89°49'03" East, a distance of 689.85 feet;

Thence South 89°50'38" East, a distance of 2674.44 feet to a point on the West line of the Northwest Quarter of said Section 2;

Thence North 02°09'47" West, along said West line, a distance of 1297.74 feet to the Aluminum Cap flush marking the Northwest Corner of said Section 2;

Thence North 89°33'34" West, along the South line of the Southeast Quarter of said Section 35, distance of 155.10 feet to the 1/2" Rebar marking an angle point along said South line;

4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

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Thence North 89°35'31" West, along the South line of the Southeast Quarter of said Section 35, a distance of 119.99 feet to the calculated position of the South Quarter Corner of said Section 35;

Thence North 00°21'54" East, along the West line of the Southeast Quarter of said Section 35, a distance of 518.63 feet;

Thence North 60°14'51" East, departing said West line, a distance of 3054.73 feet;

Thence North 59°57'45" East, a distance of 4621.64 feet;
Thence North 75°20'27" East, a distance of 1395.37 feet;
Thence North 80°08'48" East, a distance of 1308.79 feet;

Thence South 82°40'42" East, a distance of 3825.33 feet to a point on the Westerly right-of-way of Estrella Parkway according to Book 1574, Page 22, Records of Maricopa County, Arizona;

Thence along said Westerly right-of-way the following courses:

Thence South 01°56'39" West, a distance of 734.41 feet;

Thence South 00°22'34" West, a distance of 1303.59 feet to a point on a 935.00 foot radius non-tangent curve, whose center bears North 89°34'52" West;

Thence Southwesterly, along said curve, through a central angle of 56°12'54", a distance of 917.36 feet;

Thence South 56°38'02" West, a distance of 599.99 feet to the beginning of a tangent curve of 1065.00 foot radius, concave Southeasterly;

Thence Southwesterly, along said curve, through a central angle of 41°39'31", a distance of 774.34 feet;

Thence South 14°58'27" West, a distance of 618.14 feet to a point on a 1718.76 foot radius non-tangent curve, whose center bears North 75°28'20" West;

Thence Southerly, along said curve, through a central angle of 03°23'38", a distance of 101.81 feet to a point on the South line of the Southeast Quarter of said Section 31;

Thence South 89°57'03" West, departing said Westerly right-of-way and along said South line, a distance of 894.65 feet;

Thence South 89°46'09" West, along said South line, a distance of 25.56 feet to the 1” Iron Pipe marking the South Quarter Corner of said Section 31;

Thence South 89°46'09" West, along the South line of the Southwest Quarter of said Section 31, a distance of 2592.41 feet to the Stone with etching marking the Southwest Corner of said Section 31;

Thence South 89°37'54" West, along the South line of the Southeast Quarter of said Section 36, a distance of 2469.98 feet to the 1” Iron Pipe marking the Northeast Corner of said Section 2;

Thence South 02°11'19" East, along the East line of the Northeast Quarter of said Section 2, a distance of 2694.65 feet to the 1 1/2” Iron Pipe marking the East Quarter Corner of said Section 2;

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CVL CONSULTANTS

Thence North 88°30'06" West, along the South line of said Northeast Quarter, a distance of 1351.74 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 2;

Thence South 00°04'19" West, along the West line of said Northeast Quarter of the Northeast Quarter, a distance of 1316.75 feet to the Southwest Quarter thereof;

Thence South 89°04'36" East, along the South line of said Northeast Quarter of the Northeast Quarter, a distance of 1338.11 feet to the Southeast Corner thereof, being a point on the East line of the Southeast Quarter of said Section 2;

Thence South 00°39'34" West, along said East line, a distance of 1303.05 feet to the Point of Beginning.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL:

That part of Section 31, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Center of said Section 31 from which the North Quarter Corner of said Section 31 bears North 00°19'41" East, a distance of 2615.09 feet;

Thence North 00°19'41" East, along the West line of the Northeast Corner of said Section 31, a distance of 25.13 feet to the Point of Beginning;

Thence South 85°50'19" East, a distance of 368.53 feet;
Thence South 41°29'57" East, a distance of 50.00 feet;

Thence South 48°30'03" West, a distance of 50.00 feet to a point on a 20.00 foot radius non-tangent curve, whose center bears South 41°30'00" East;

Thence Easterly, along said curve, through a central angle of 89°59'48", a distance of 31.41 feet;

Thence South 41°29'57" East, a distance of 545.00 feet;
Thence South 48°30'03" West, a distance of 400.00 feet;
Thence South 75°30'03" West, a distance of 160.00 feet;
Thence South 74°13'00" West, a distance of 316.87 feet;
Thence South 81°37'06" West, a distance of 81.49 feet;
Thence North 64°00'44" West, a distance of 160.54 feet;
Thence North 23°34'38" West, a distance of 398.91 feet;
Thence North 76°08'23" East, a distance of 178.40 feet;
Thence North 02°11'25" East, a distance of 272.01 feet;
Thence North 43°16'31" East, a distance of 224.96 feet;

Thence South 85°50'41" East, a distance of 53.63 feet to the Point of Beginning.

Containing 84,518,728 Square Feet or 1,940.283 Acres, more or less.



4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

CVL CONSULTANTS

RIO 1900
BOUNDARY

BOUNDARY

N89°39'48.75" W 2649.22

N89°30'56.78" W 2649.78

N89°22'09.29" W 1319.35

N00°47'08.86" E 1344.47

N89°44'05.02" W 1339.95

N89°39'07.41" W 2644.43

N00°09'16.31" E 1315.86

N00°09'02.03" E 140.42

N58°53'45.12" E 2272.99

S89°49'02.77" E 689.85

S89°50'38.26" E 2674.44

N02°09'46.99" W 1297.74

N89°33'33.50" W 155.10

N89°35'31.23" W 119.99

N00°21'54.08" E 518.63

N60°14'50.56" E 3054.73

N59°57'44.56" E 4621.64

N75°20'27.19" E 1395.37

N80°08'47.73" E 1308.79

S82°40'42.27" E 3825.33

S01°56'39.40" W 734.41

S00°22'34.40" W 1303.59

RB = N89°34'51.68" W

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A = 917.36
C = 881.01
CB = S28°31'35.29" W
D = 56°12'53.94"
T = 499.40
RB = S33°21'57.74" E

S56°38'02.27" W 599.99

RB = S33°22'00.67" E
R = 1065.00
A = 774.34
C = 757.40
CB = S35°48'13.80" W
D = 41°39'31.06"
T = 405.18
RB = N75°01'31.73" W

S14°58'26.95" W 618.14

RB = N75°28'19.73" W
R = 1718.76
A = 101.81
C = 101.79
CB = S16°13'29.06" W
D = 03°23'37.58"
T = 50.92
RB = S72°04'42.15" E

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S89°46'09.26" W 25.56

S89°46'09.26" W 2592.41

S89°37'54.00" W 2469.98

S02°11'19.39" E 2694.65

N88°30'05.76" W 1351.74

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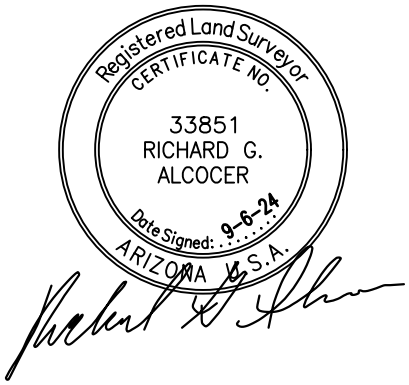
S00°39'33.90" W 1303.05
to

Area = 85189050 1955.671 AC

Closing course: 315°16'17.78" 0.034199

Misclosure: 1/1,000,000+

North Error: 0.024297
East Error: 0.024067



RIO 1900
EXCEPTION PARCEL

N00°19'41.04" E 25.13

BOUNDARY

S85°50'18.99" E 368.53

S41°29'56.99" E 50.00

S48°30'03.01" W 50.00

RB = S41°30'00.39" E
R = 20.00
A = 31.41
C = 28.28
CB = S86°30'06.25" E
D = 89°59'48.28"
T = 20.00
RB = N48°29'47.89" E

S41°29'56.99" E 545.00

S48°30'03.01" W 400.00

S75°30'03.01" W 160.00

S74°13'00.01" W 316.87

S81°37'06.01" W 81.49

N64°00'43.99" W 160.54

N23°34'37.99" W 398.91

N76°08'23.01" E 178.40

N02°11'25.01" E 272.01

N43°16'31.01" E 224.96

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to

Area = 670322 15.388 AC

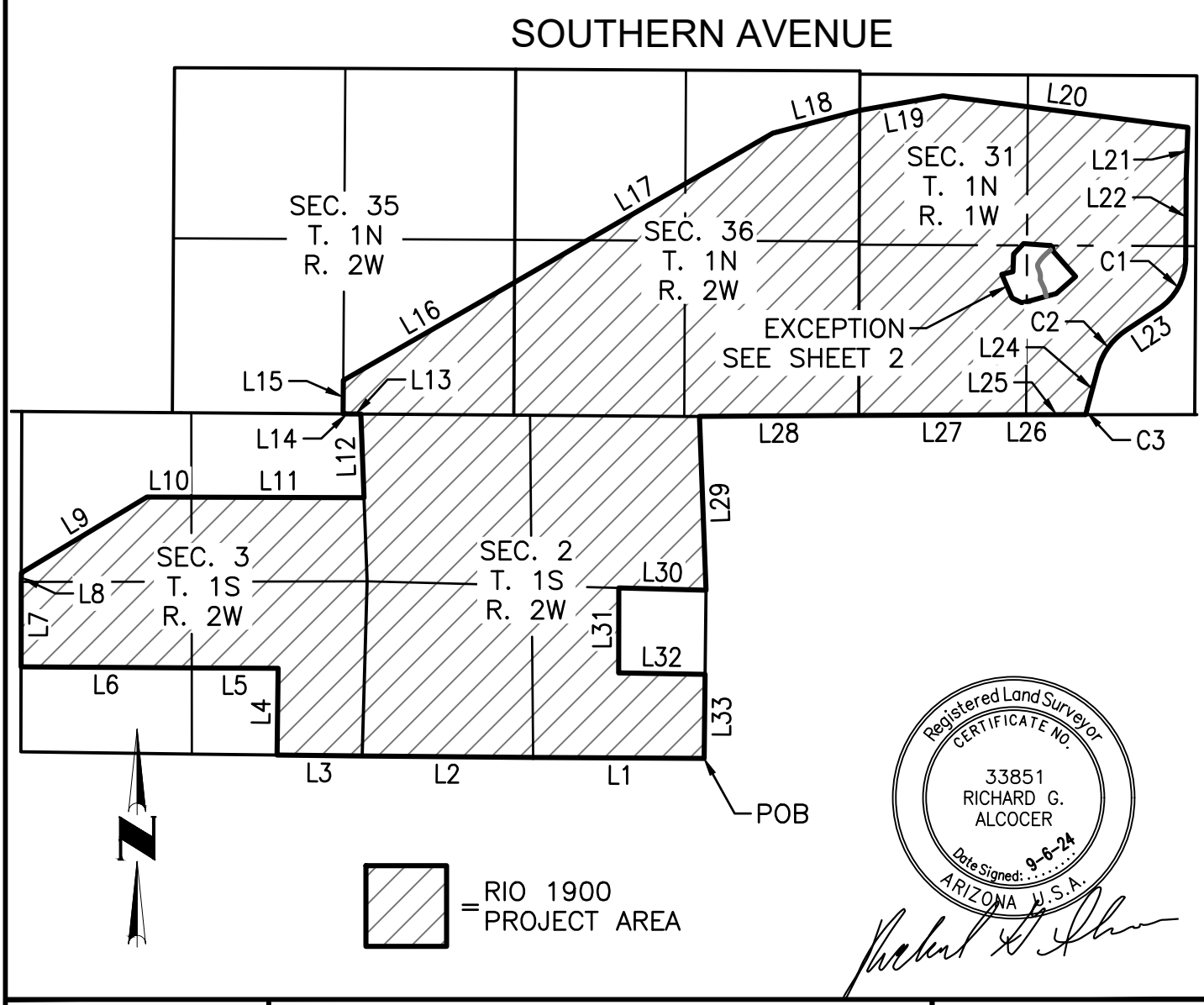
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Misclosure: 1/457,776

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East Error: 0.007167



CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	917.36'	935.00'	056°12'54"	499.40	881.01	S28°31'35"W
C2	774.34'	1065.00'	041°39'31"	405.18	757.40	S35°48'14"W
C3	101.81'	1718.76'	003°23'38"	50.92	101.79	S16°13'29"W
C4	31.41'	20.00'	089°59'48"	20.00	28.28	S86°30'06"E



Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed: 9-6-24
ARIZONA U.S.A.

NOT TO SCALE

EXHIBIT

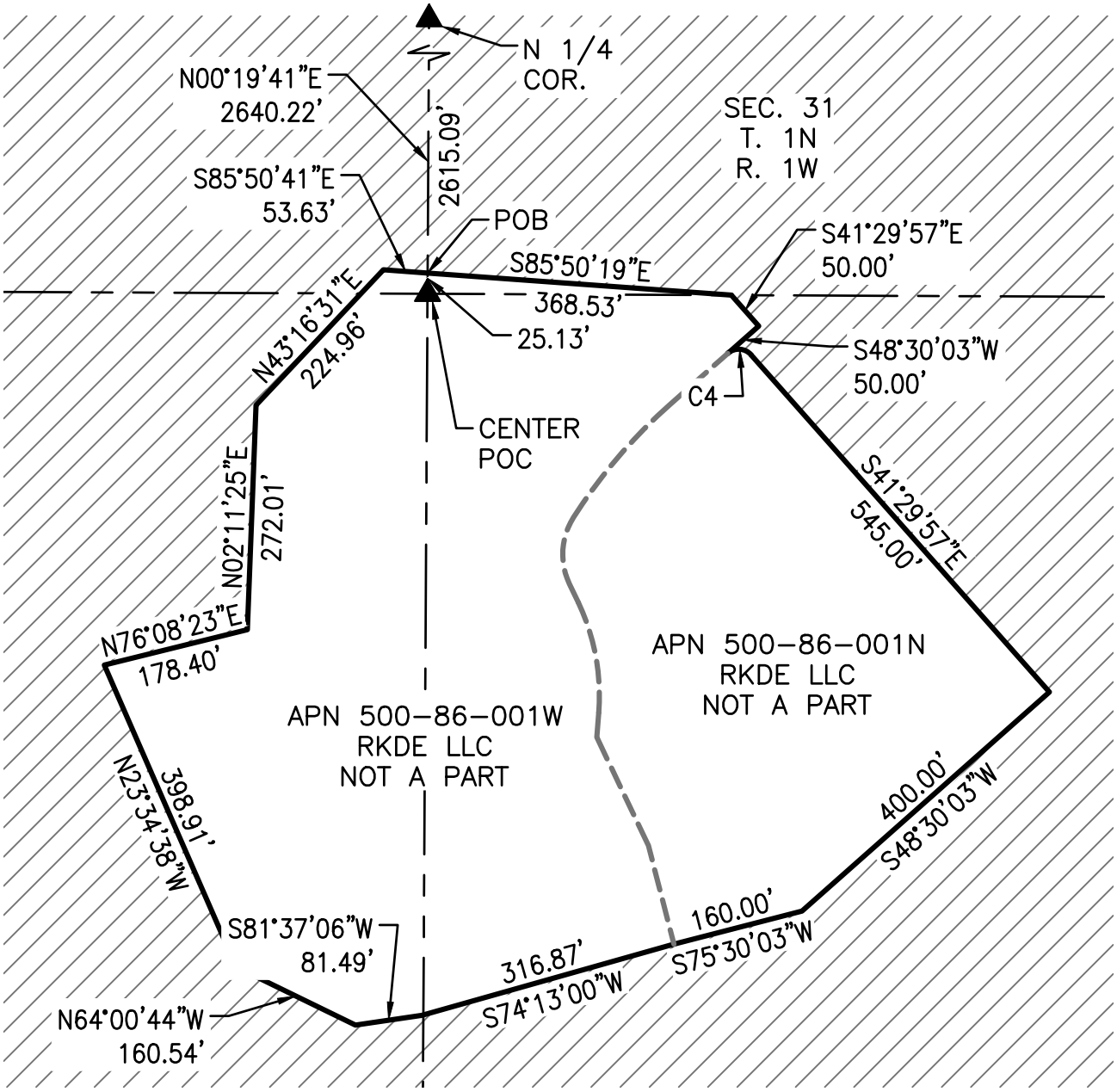
4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

RIO 1900

PROJECT BOUNDARY

CVL CONSULTANTS

N:\14 Coe and Van Loo II LLC\0410001\CADD\Exhibits\VX.RIO.1900.BNDY.dwg **Dominique** **September 6, 2024**



EXCEPTION DETAIL

= RIO 1900 PROJECT AREA

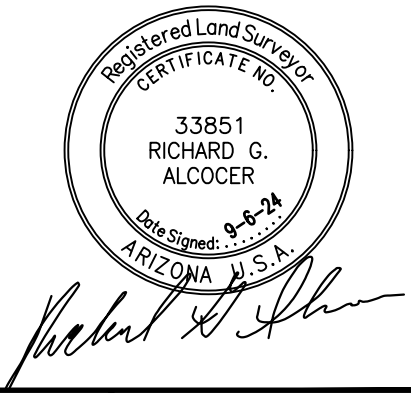
Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date Signed: 9-6-24
ARIZONA U.S.A.

SCALE 1" : 200'	RIO 1900	CVL CONSULTANTS
EXHIBIT	PROJECT BOUNDARY	2 OF 3
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com		

N:\14 Coe and Van Loo II LLC\0410001\CADD\Exhibits\VX.RIO.1900.BNDY.dwg **Dominique** **September 6, 2024**

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°39'49"W	2649.22'
L2	N89°30'57"W	2649.78'
L3	N89°22'09"W	1319.35'
L4	N00°47'09"E	1344.47'
L5	N89°44'05"W	1339.95'
L6	N89°39'07"W	2644.43'
L7	N00°09'16"E	1315.86'
L8	N00°09'02"E	140.42'
L9	N58°53'45"E	2272.99'
L10	S89°49'03"E	689.85'
L11	S89°50'38"E	2674.44'
L12	N02°09'47"W	1297.74'
L13	N89°33'34"W	155.10'
L14	N89°35'31"W	119.99'
L15	N00°21'54"E	518.63'
L16	N60°14'51"E	3054.73'
L17	N59°57'45"E	4621.64'
L18	N75°20'27"E	1395.37'
L19	N80°08'48"E	1308.79'
L20	S82°40'42"E	3825.33'

LINE TABLE		
NO.	BEARING	LENGTH
L21	S01°56'39"W	734.41'
L22	S00°22'34"W	1303.59'
L23	S56°38'02"W	599.99'
L24	S14°58'27"W	618.14'
L25	S89°57'03"W	894.65'
L26	S89°46'09"W	25.56'
L27	S89°46'09"W	2592.41'
L28	S89°37'54"W	2469.98'
L29	S02°11'19"E	2694.65'
L30	N88°30'06"W	1351.74'
L31	S00°04'19"W	1316.75'
L32	S89°04'36"E	1338.11'
L33	S00°39'34"W	1303.05'



NO SCALE

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

RIO 1900

PROJECT BOUNDARY

CVL CONSULTANTS

N:\14 Coe and Van Loo II LLC\0410001\CADD\Exhibits\VX.RIO.1900.BNDY.dwg **Dominique** **September 6, 2024**

Rio 900

PLANNED AREA DEVELOPMENT REGULATORY DOCUMENT

P24-00287

Submittal: November, 2025

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2. LUCA Regulations
3. Trail Regulations
4. Open Space Regulations
5. Amendment Regulations
6. Design Guidelines
7. Project Phasing

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B. Conceptual Community Character Area Plan

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Exhibit RD2	Conceptual Trail Cross Sections
Exhibit RD3	El Rio Linear Park - Conceptual Plan & Section
Exhibit RD4	Park Coverage and Open Space Plan

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Table RD2	Development Standards: Estate Residential LUCA
Table RD3	Development Standards: Village Neighborhood LUCA
Table RD4	Development Standards: Urban Neighborhood LUCA
Table RD5	Development Standards: Commercial Activity Center LUCA
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Table RD7	Development Standards: Resort LUCA
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Table RD9	Amenity Requirements by Open Space Type
Table RD10	Example Budget Tracker

1. INTRODUCTION

The framework for Rio 1900 provides for a layered approach to development, including 7 different Land Use Character Areas (LUCAs). Within each LUCA is a series of PAD Zoning District options, development standards, and unique LUCA regulations to ensure a broad mix of uses and densities are provided within Rio 1900.

This Regulatory Document for Rio 1900 provides the regulatory zoning provisions and development standards that will govern the implementation of the community vision and master plan through the development review and permitting process as the project is built over time.

All permitted uses, development standards, design guidelines, landscape standards, sign regulations, and lighting provisions shall be governed by the Goodyear Zoning Ordinance, except as modified by the PAD Regulatory Document for Rio 1900.

If there is a conflict between language or provisions within this PAD and the City's Zoning Ordinance or Design Guidelines, the language or provisions within this Regulatory Document shall prevail.

2. LUCA REGULATIONS

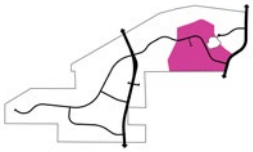
The LUCA's define where certain types of land uses and densities are appropriate within the development. The PAD further define the specific use regulations and development standards permitted within each LUCA to ensure an appropriate mix and diversity of uses exist throughout the development. Additionally, each LUCA identifies an analogous zoning district (PAD Zoning Districts) found in the City's Zoning Ordinance that identifies permitted uses and other development standards applicable to the PAD, unless otherwise modified within this PAD Regulatory Document.

Table RD1: LUCAs and Applicable PAD Zoning Districts provide an overview of all 7 LUCAs and the PAD Zoning Districts permitted within each of them. A sub-section is prepared for each LUCA to provide further details on the permitted uses, development standards, and unique requirements or limitations within the LUCA.

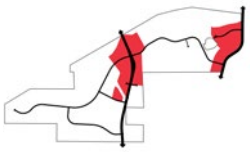
Table RD1: LUCAs and Applicable PAD Zoning Districts

Character Area	AU	R1-10	R1-7	R1-6	R1-4	R1-C	R1-A	R-2	MF-12	MF-18	MF-24	C-0	C-1	C-2	PFD
Resort (1)															
Commercial Activity Center (2)															
Urban Neighborhood															
Village Neighborhood (3)															
Estate Residential (4)															
Civic Use															
Open Space															

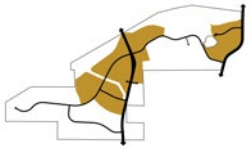
Footnotes:
1: The Resort LUCA has limitations on permitted uses as defined within the regulatory section of this PAD.
2: A minimum of 25 acres within the Commercial Activity Center LUCA must be developed using the C-O PAD, C-1 PAD and/or C-2 PAD Zoning Districts.
3. At full build out, a minimum of 4 different lot sizes and lot widths at least 5' apart in width and a minimum of 2 different PAD Zoning Districts must be used within the Village Neighborhood LUCA. If only 4 lot sizes are provided, each lot size shall comprise a minimum of 15% of the total number of lots. If 5 or more lot sizes are provided, the 15% standard shall not apply
4. A minimum of 100 acres of the Estate Residential LUCA must be developed using the AU PAD or R1-10 PAD Zoning Districts. Since the Resort LUCA overlaps with the ER LUCA, if a resort is developed within portions of the ER district, the minimum 100-acre ER LUCA requirement can be reduced by the amount of resort acreage included in the Estate Residential LUCA. For example, if a resort is 50 acres, and 10 acres of the 50 acres is within the area also designated as ER, then the new ER requirement is 90 acres.



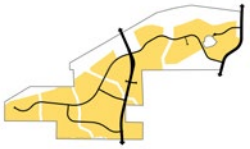
RESORT
292 AC.



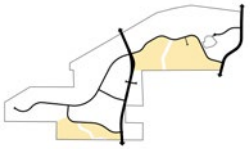
COMMERCIAL ACTIVITY CENTER
300 AC.



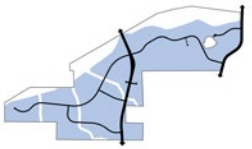
URBAN NEIGHBORHOOD
578AC.



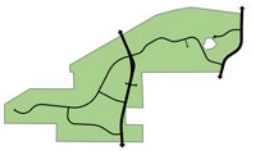
VILLAGE NEIGHBORHOOD
1,327AC.



ESTATE RESIDENTIAL
410 AC

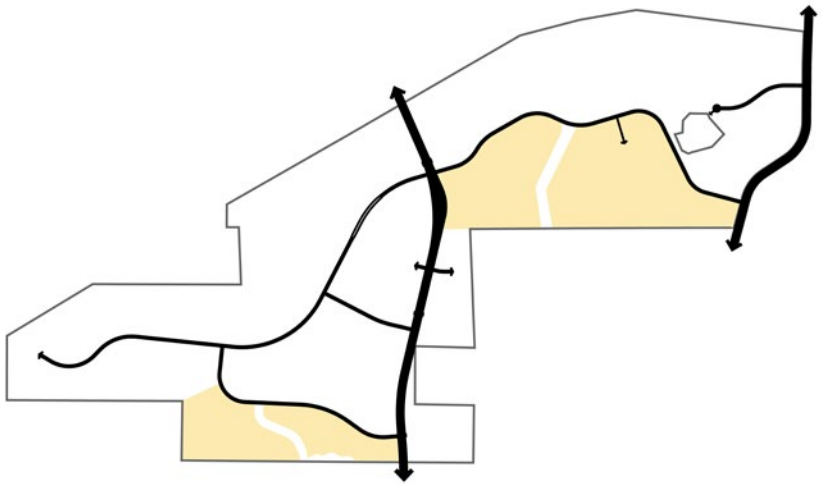


CIVIC USE
1,506 AC



OPEN SPACE
1,940 AC.

2.1 ESTATE RESIDENTIAL (ER) LUCA REGULATIONS



2.1.1 PAD Zoning Districts Permitted within ER LUCA

AU and R1-10 PAD Zoning Districts are permitted.

2.1.2 Unique ER LUCA Requirements or Limitations:

A minimum of 100 acres of the ER LUCA must be developed using the AU PAD or R1-10 PAD zoning districts. If a Resort is developed within the Resort LUCA where it overlaps with the Estate Residential LUCA, this minimum requirement shall be reduced commensurate to the size of the resort development.

2.1.3 Permitted Uses within ER LUCA:

All permitted uses within the ER LUCA shall conform to the Use Standards within the City of Goodyear Zoning Ordinance, Residential District Use Classifications in accordance with the PAD Zoning District selected for each development project.

Additionally, an Interior Suite with an accessory cooking facility (second kitchen) ("Interior Suite") shall be permitted as an accessory use to a single-family detached residential unit within the ER LUCA PAD if all of the following conditions are met:

1. Only one Interior Suite shall be permitted per lot and any second cooking facility shall be located on the ground floor; and
2. The Interior Suite shall be attached to, and a part of, the single-family residential unit and must be under the same roof as the residential unit without any need for fire rating between the residential unit and the Interior Suite; and
3. Utility services for the Interior Suite shall not be metered separately from the residential unit; and
4. At least one internal doorway shall be provided between the Interior Suite and the remainder of the residential unit. The Interior Suite may also have an external doorway that is a separate entrance from the single-family unit; and
5. An Interior Suite shall not have a private yard that is fenced or walled off from the remainder of the lot. This requirement shall not prohibit required pool fences, fenced in animal areas, garden fences, or other fencing used for purposes other than providing a private yard for the Interior Suite; and
6. An Interior Suite shall not have a parking space served by a driveway separated and apart from the driveway and parking areas provided for the remainder of the residential unit; and
7. An Interior Suite shall not have a separate address from the residential unit; and
8. Elevations on the residential unit must minimize any secondary entry visible from the street. Entry from a second garage in a shared driveway fulfills this requirement; and
9. The Interior Suite defined above shall be considered an Accessory Dwelling Unit (ADU) for purposes of Arizona Revised Statute (ARS) ADU requirements.

2.1.4 Development Standards for the ER LUCA:

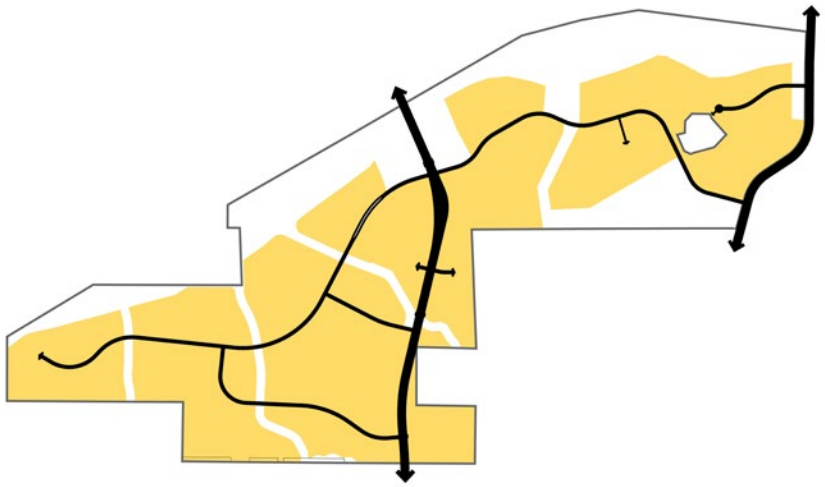
All development standards for the ER LUCA shall conform to Table RD2 in accordance with the PAD Zoning District selected for each development project.

Table RD2: Development Standards: Estate Residential LUCA

	Estate Residential Districts	
	AU PAD	R1-10 PAD
Lot Standards		
Minimum Lot Area (sq ft)	43,560	10,000
Minimum Lot Width (ft)	150	80
Minimum Lot Depth (ft)	N/A	125
Building Form and Location		
Maximum Height (ft)	30	30
Maximum Building Coverage	40%	55%
Minimum Setbacks (ft)		
Front (1) (2)	20	10
Front facing garage (5)	20	18
Side (3)	15	5
Total both sides	30	10
Street Side (2)(4)	30	20
Rear	50	30
Development Standards		
Open Space % (of net area) (6)	0 %	17% min. with 8.5% usable open space

Footnotes:
(1) Front setback shall be measured to patios, livable space, and side entry garages.
(2) Setback from a public or private street that is not providing direct vehicular access to homes shall be 10 feet.
(3) For R1-10 PAD, attached side setbacks shall be 0 feet, whereas building separation shall be a minimum of 5 feet.
(4) Where a minimum 10 foot wide landscape tract is provided, the typical side setbacks, rather than Street Side setback applies.
(5) Front facing garage to be a minimum of 18 feet from the right-of-way and 20 feet from back of sidewalk.
(6) See Section 4.1 for regulations on minimum open space requirements.

2.2 VILLAGE NEIGHBORHOOD (VN) LUCA REGULATIONS



2.2.1 PAD Zoning Districts Permitted within VN LUCA

R1-7, R1-6, R1-4, R1-C, R1-A, and R-2 PAD Zoning Districts are permitted.

2.2.2 Unique VN LUCA Requirements or Limitations:

1. At full build out, a minimum of 4 different lot sizes and 2 different PAD Zoning Districts must be used within the Village Neighborhood LUCA.
2. Along the southern boundary of the VN LUCA, lot widths shall correspond with existing Estrella lot widths, as shown below:



2.2.3 Permitted Uses within VN LUCA:

All permitted uses within the VN LUCA shall conform to the Use Standards within the City of Goodyear Zoning Ordinance, Residential District Use Classifications in accordance with the PAD Zoning District selected for each development project.

Additionally, an Interior Suite with an accessory cooking facility (second kitchen) ("Interior Suite") shall be permitted as an accessory use to a single-family detached residential unit within the VN LUCA PAD if all of the following conditions are met:

1. Only one Interior Suite shall be permitted per lot and any second cooking facility shall be located on the ground floor; and
2. The Interior Suite shall be attached to, and a part of, the single-family residential unit and must be under the same roof as the residential unit without any need for fire rating between the residential unit and the Interior Suite; and
3. Utility services for the Interior Suite shall not be metered separately from the residential unit; and
4. At least one internal doorway shall be provided between the Interior Suite and the remainder of the residential unit. The Interior Suite may also have an external doorway that is a separate entrance from the single-family unit; and
5. An Interior Suite shall not have a private yard that is fenced or walled off from the remainder of the lot. This requirement shall not prohibit required pool fences, fenced in animal areas, garden fences, or other fencing used for purposes other than providing a private yard for the Interior Suite; and
6. An Interior Suite shall not have a parking space served by a driveway separated and apart from the driveway and parking areas provided for the remainder of the residential unit; and
7. An Interior Suite shall not have a separate address from the residential unit; and
8. Elevations on the residential unit must minimize any secondary entry visible from the street. Entry from a second garage in a shared driveway fulfills this requirement; and
9. The Interior Suite defined above shall be considered an Accessory Dwelling Unit (ADU) for purposes of Arizona Revised Statute (ARS) ADU requirements.

2.2.4 Development Standards for the VN LUCA:

All development standards for the VN LUCA shall conform to Table RD3 in accordance with the PAD Zoning District selected for each development project.

Table RD3: Development Standards: Village Neighborhood LUCA

	Village Neighborhood LUCA Districts					
	R1-7 PAD	R1-6 PAD	R1-4 PAD	R1-A PAD	R1-C PAD	R-2 PAD
Lot Standards						
Minimum Lot Area (sq ft)	7,000	5,500	4,000	1,700	2,400	7,200
Minimum Lot Width (ft)	65	50	40	20	40	72
Minimum Lot Depth (ft)	100	100	100	85	55	100
Building Form and Location						
Maximum Height (ft)	30	30	30	35	35	30
Maximum Building Coverage	60%	65%	70%	80%	70%	65%
Minimum Setbacks (ft)						
Front (1) (2)	10	10	10	10	5 (2)	10
Front facing garage (5)	18	18	18	18	18	18
Side	5	5	5	0 (3)	0	5
Total both sides	10	10	10	0 (3)	10	15
Street Side (2)(4)	15	10	10	10	10	10
Rear	20	15	15	10	10	15
Development Standards						
Open Space % (of net area) (6)	17% min. with 8.5% usable open space					

Footnotes:

(1) Front setback shall be measured to patios, livable space, and side entry garages.

(2) Setback from a public or private street that is not providing direct vehicular access to homes shall be 10 feet.

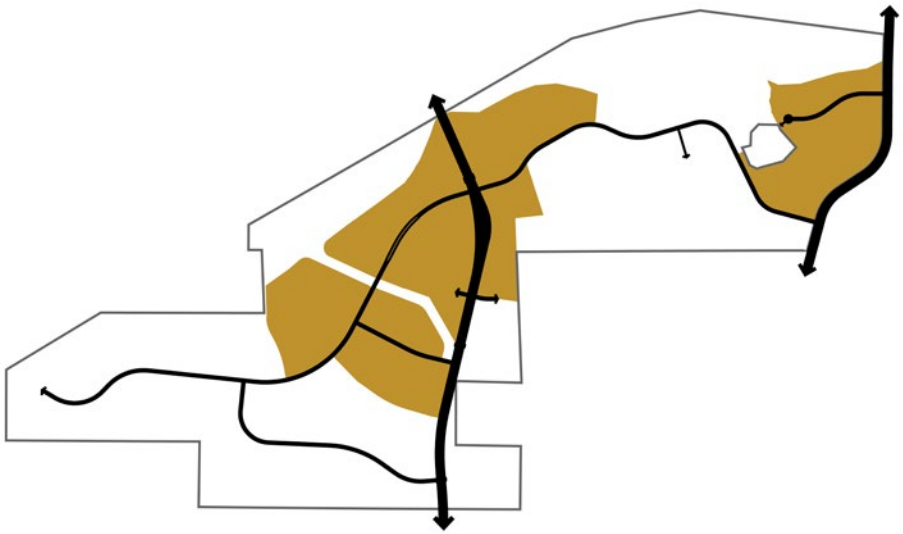
(3) Attached side setbacks shall be 0 feet, whereas building separation shall be a minimum of 5 feet.

(4) Where a minimum 10 foot wide landscape tract is provided, the typical side setbacks, rather than Street Side setback applies.

(5) Front facing garage to be a minimum of 18 feet from the right-of-way and 20 feet from back of sidewalk.

(6) See Section 4.1 for regulations on minimum open space requirements

2.3 URBAN NEIGHBORHOOD (UN) LUCA REGULATIONS



2.3.1 PAD Zoning Districts Permitted within UN LUCA:

For the UN LUCA, MF-12, MF-18, and MF-24 PAD Zoning District are permitted.

2.3.2 Permitted Uses:

All permitted uses within the UN LUCA shall conform to the Use Standards within the City of Goodyear Zoning Ordinance, Residential District Use Classifications in accordance with the PAD Zoning District selected for each development project.

2.3.3 Development Standards:

All development standards for the UN LUCA shall conform to Table RD4 in accordance with the PAD Zoning District selected for each development project.

Table RD4: Development Standards: Urban Neighborhood LUCA

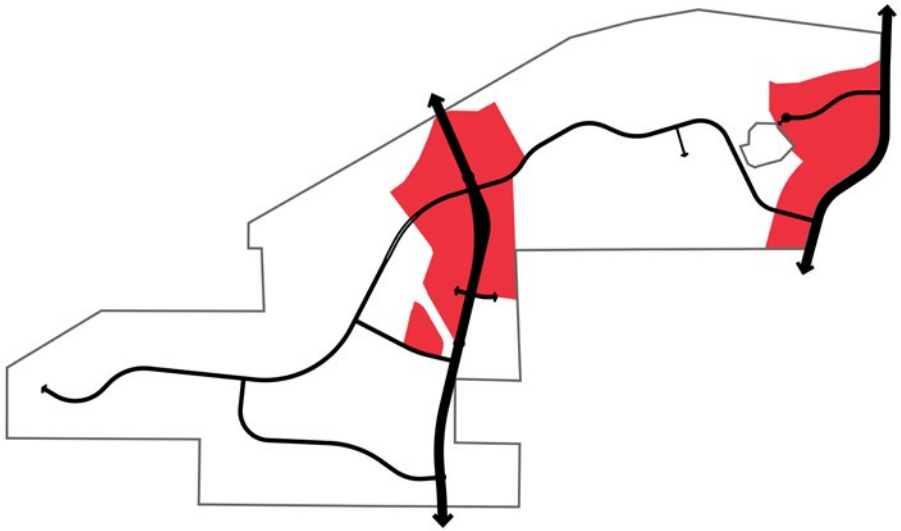
	Urban Neighborhood LUCA Districts		
	MF-12 PAD	MF-18 PAD	MF-24-PAD
Max. density (du/ac)	12	18	24
Min. Lot Width (ft)	200	200	200
Min. Lot Depth (ft)	N/A	N/A	N/A
Max. Building Height (ft)	30 (2)	30	40
Accessory Building (ft)	12	12	12
Max. Building Coverage	50%	50%	50%
Minimum Setbacks			
Front (ft)	30	30	30
Street Side (ft)	20	30	30
Side excepts for street side (ft)	20	30	20
Total both sides (ft)	40	60	40
Rear (ft)	20	30	30
Minimum setback from existing single family use (1)			
Building Height 20 feet or less (ft)	20	30	30
Building Height between 20-30 feet (ft)	30	50	50
Building Height greater than 30 feet (ft)	N/A	50+5' for every foot over 30'	50+5' for every foot over 30'
Recreational Open Space (sf/du)	400	400	400
Private Outdoor Space (sf/du)	200	60	60

Footnote:

(1) Minimum setback from a single family lot shall be measured from the multi-family building to an existing single-family lot, or a single-family lot within an approved preliminary plat or final plat. This only applies if single-family uses or approved single family plats are adjacent, since the PAD zoning is flexible. If no single-family uses or approved preliminary plats are adjacent at the time of development, this standard shall not apply.

(2) 30' building height applies for pitched roofs. For flat roofs, the maximum building height shall be 25'.

2.4 COMMERCIAL ACTIVITY CENTER (CAC) LUCA REGULATIONS



2.4.1 PAD Zoning Districts Permitted within CAC LUCA

For the CAC LUCA, C-O, C-1 C-2 PAD Zoning District are permitted.

2.4.2 Unique CAC LUCA Requirements or Limitations:

A minimum of 25 acres within the CAC LUCA must be developed using the C-O PAD, C-1 PAD and/or C-2 PAD Zoning Districts.

2.4.3 Permitted Uses:

All permitted uses within the CAC LUCA shall conform to the Use Standards within the City of Goodyear Zoning Ordinance for the PAD Zoning District selected for each development parcel.

2.4.4 Development Standards for the CAC LUCA:

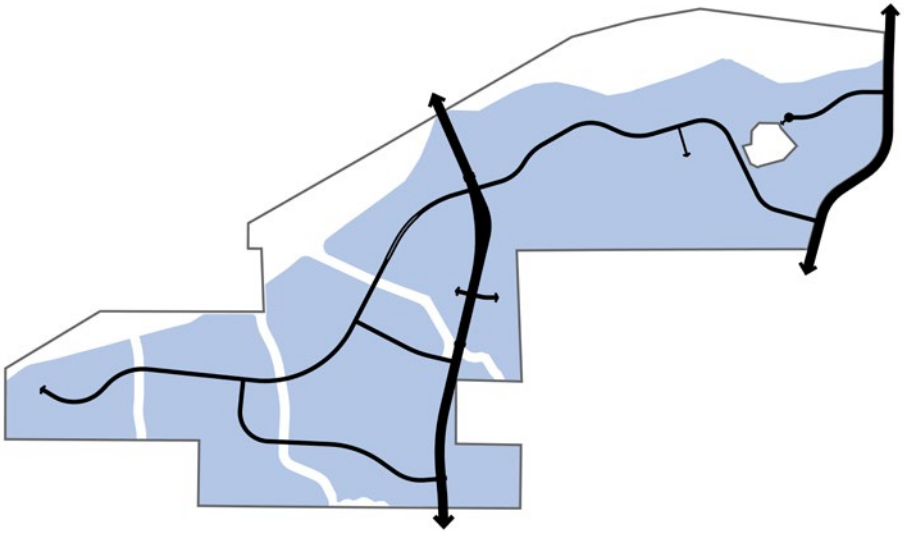
All development standards for the CAC LUCA shall conform to Table RD5 based on the PAD Zoning District permitted and selected for each applicable development project.

Table RD5:
Development Standards: Commercial Activity Center LUCA

	Commercial Activity Center LUCA Districts (1)		
	C-O PAD	C-1 PAD	C-2 PAD
Minimum Net Site Area (sf)	6,000	10,000	10,000
Minimum Lot width (ft)	60	150	150
Maximum Height (ft)	30	30	56
Maximum Building Coverage	50%	50%	50%
Minimum Setbacks (ft)			
Front	30	30	30
Side	20	20	N/A
Rear	20	20	N/A
Street Side	30	30	30

Footnotes:
(1) The development standards and footnotes provided in the Goodyear Zoning Ordinance applicable to the PAD Zoning Districts identified herein shall apply except as otherwise modified herein.

2.5 CIVIC USES (CU) LUCA REGULATIONS



2.5.1 PAD Zoning Districts Permitted within CU LUCA

For the CU LUCA, PFD PAD Zoning District is permitted.

2.5.2 Permitted Uses:

All permitted uses within the CU LUCA shall conform to the Use Standards within the City of Goodyear Zoning Ordinance for Public Facilities PAD Zoning District.

2.5.3 Development Standards for the CU LUCA:

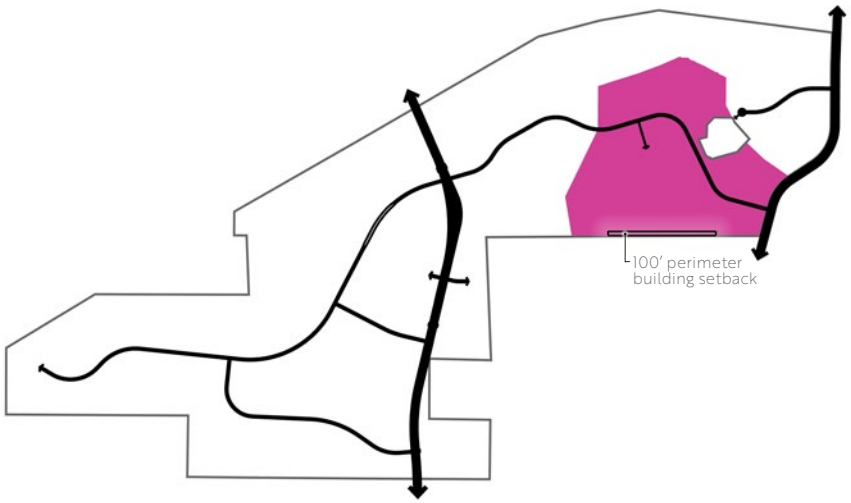
All development standards for the CU LUCA shall conform to Table RD6 based on the PAD Zoning District permitted and selected for each applicable development project.

Table RD6: Development Standards: Civic Uses LUCA

	Civic Uses LUCA District (1)
	PFD PAD
Minimum Net Site Area (sf)	None
Minimum Lot width (ft)	None
Maximum Height (ft)	40
Maximum Building Coverage	None
Minimum Setbacks (ft)	
Front	None
Side	None
Rear	None
Street Side	30

Footnotes:
(1) The development standards and footnotes provided in the Goodyear Zoning Ordinance applicable to the PAD Zoning Districts identified herein shall apply except as otherwise modified herein.

2.6 RESORT (R) LUCA REGULATIONS



2.6.1 PAD Zoning District of the Resort LUCA

For the Resort LUCA, the C-2 PAD Zoning District is permitted, however, a substantially limited and customized list of C-2 uses are permitted as detailed below:

2.6.2 Principal Permitted Uses.

Only listed use of structures or land shall be permitted:

i. Hotels and resorts, and all ancillary uses to hotel/resort uses.

2.6.3 Supporting Principal Permitted Uses.

Listed use of structures or land shall be permitted where it is developed in conjunction with a hotel or resort use:

i. Bar/cocktail lounge subject to the following conditions or limitations:

a. Live music or entertainment shall only be allowed as an accessory use if the facility is located a minimum of three hundred feet (300') from the perimeter of the Resort LUCA designation. The area within the facility designated for music or entertainment activities shall not exceed 5,000 square feet. All noise generated by live music or entertainment activities shall be fully contained within the indoor space occupied by the bar/ cocktail lounge.

b. The area devoted to patron dancing shall not exceed twenty-five percent (25%) of the total floor area.

ii. Entertainment establishments that operate in conjunction with a resort or reasonably relate to or support an existing or proposed resort, including indoor or outdoor uses such as miniature golf, pools, performing arts, venues, equestrian oriented entertainment, or other similar uses as determined by the Development Services Director. Said entertainment establishments shall not be located within 500 feet of perimeter of the Resort LUCA designation and shall not create a nuisance in the form of noise, light, smell, dust, or other forms that negatively impacts existing residential areas.

iii. Health club.

iv. Restaurants, subject to the following conditions or limitations:

a. Live music and/or other forms of entertainment activities shall only be allowed as an accessory use if all of the following requirements are met. The restaurant is located a minimum of three hundred (300) feet from the perimeter of the Resort LUCA designation. The area within the restaurant designed and/or used for live music and/or entertainment

activities does not exceed five thousand (5,000) square feet. All noise generated by live music and/or entertainment activities is fully contained within the indoor space of the restaurant.

b. Patron dancing within the indoor space of a Restaurant shall be allowed as an accessory use provided the area within a Restaurant devoted to patron dancing does not exceed twenty-five (25) percent of the total indoor floor area of the Restaurant.

v. Retail stores with sales only, excluding drive through facilities.

vi. Brewpub, subject to the provisions of Article 4-2-15, where they are no closer than 300 feet to the southern property line.

vii. Microbrewer, subject to the provisions of Article 4-2-15, where they are no closer than 300 feet to the southern property line.

2.6.4 Permitted Accessory Uses.

Listed accessory use of structures or land shall be permitted where it is accessory to a hotel:

i. Uses of land or structures customarily incidental and subordinate to one of the permitted principal uses, including but not limited to, Personal services, such as barber and hair styling shops, beauty salons, massage establishments, laundry and dry cleaning shops, or other similar uses as determined by the Development Services Director may be permitted as accessory uses to a Resort.

ii. Signs, on site, as provided in Article 7 of the Goodyear Zoning Ordinance.

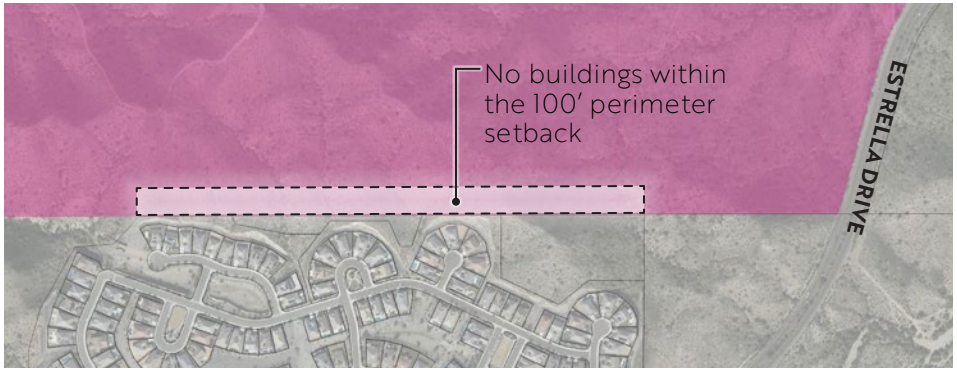
iii. Portable Storage Containers, subject to Article 8-2 of the Goodyear Zoning Ordinance.

2.6.5 Development Standards:

All development standards for the Resort LUCA shall conform to the C-2 PAD standards of Table RD7.

Table RD7: Development Standards: Resort LUCA

	Resort LUCA District
	C-2 PAD
Minimum Net Site Area (sf)	10,000
Minimum Lot width (ft)	150
Maximum Height (ft)	56
Maximum Building Coverage	50%
Minimum Building Setbacks (ft)	
Front	30
Side	N/A
Rear	N/A
Street Side	30
Southern Perimeter Building Setback	100' from southern boundary of Resort LUCA where existing homes within Estrella are within 100' of the Resort LUCA boundary.
Footnotes:	
(1) The development standards and footnotes provided in the Goodyear Zoning Ordinance applicable to the PAD Zoning District identified herein shall apply except as otherwise modified herein.	



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3. TRAIL REGULATIONS

Rio 1900 establishes 5 trail types, the El Rio Regional Trail ("El Rio Trail," "El Rio Linear Park"), the Central Spine Trail, the Sarival Trail, Community Trails, and Local Trails.

3.1 Trails:

1. Trails shall be constructed throughout the Site to provide connectivity through the entire Rio 1900 development at the level and intensity generally reflected in Exhibit RD1: Bike, Pedestrian, and Vehicle Circulation Plan.

2. Specific trail locations and details will be determined during the site plan review process and will be in substantial conformance with Exhibit RD2: Conceptual Trail Cross Sections.

3. Trail connections shall be provided between the various developments within the Rio 1900 Site either by open connections and/or gated connections.

3.2 El Rio Trail Corridor and Linear Park:

1. The El Rio Regional Trail shall be provided along the Gila River and shall be accessible by the public.

2. The El Rio Regional Trail shall consist of a 12-foot-wide hard surface path and a 4-foot-wide natural path and shall be located within a trail corridor that is a minimum of 50-feet wide.

3. This corridor shall be located within a public trail easement or shall be dedicated to the City of Goodyear.

4. At the time of site plan review, the grade of the El Rio Trail Corridor and the grade of adjoining developed properties shall be clearly identified.

5. Amenities shall be provided along the El Rio Trail as required within this Regulatory Document.

6. Community Trails and the Sarival Trail shall connect to the El Rio Trail.

7. A public trailhead with parking, shaded staging area, drinking water, and trail signage adjacent to the El Rio Trail providing direct access to the El Rio Trail shall be developed within Rio 1900. The public trailhead will be a minimum of 5-acres and may be combined with a neighborhood park. The location may be all or partially under the powerline corridor which aligns with the Sarival Trail.

8. There may be small segments of the El Rio Trail that will need to be shifted away from the bank of the Gila River edge to address topographic or other site or property owner constraints.

9. The El Rio Trail will cross Cotton Lane within general proximity of the south bank of the Gila River, but due to site and existing bridge constraints, it may be grade-separated or provided via an at grade pedestrian safety signal.

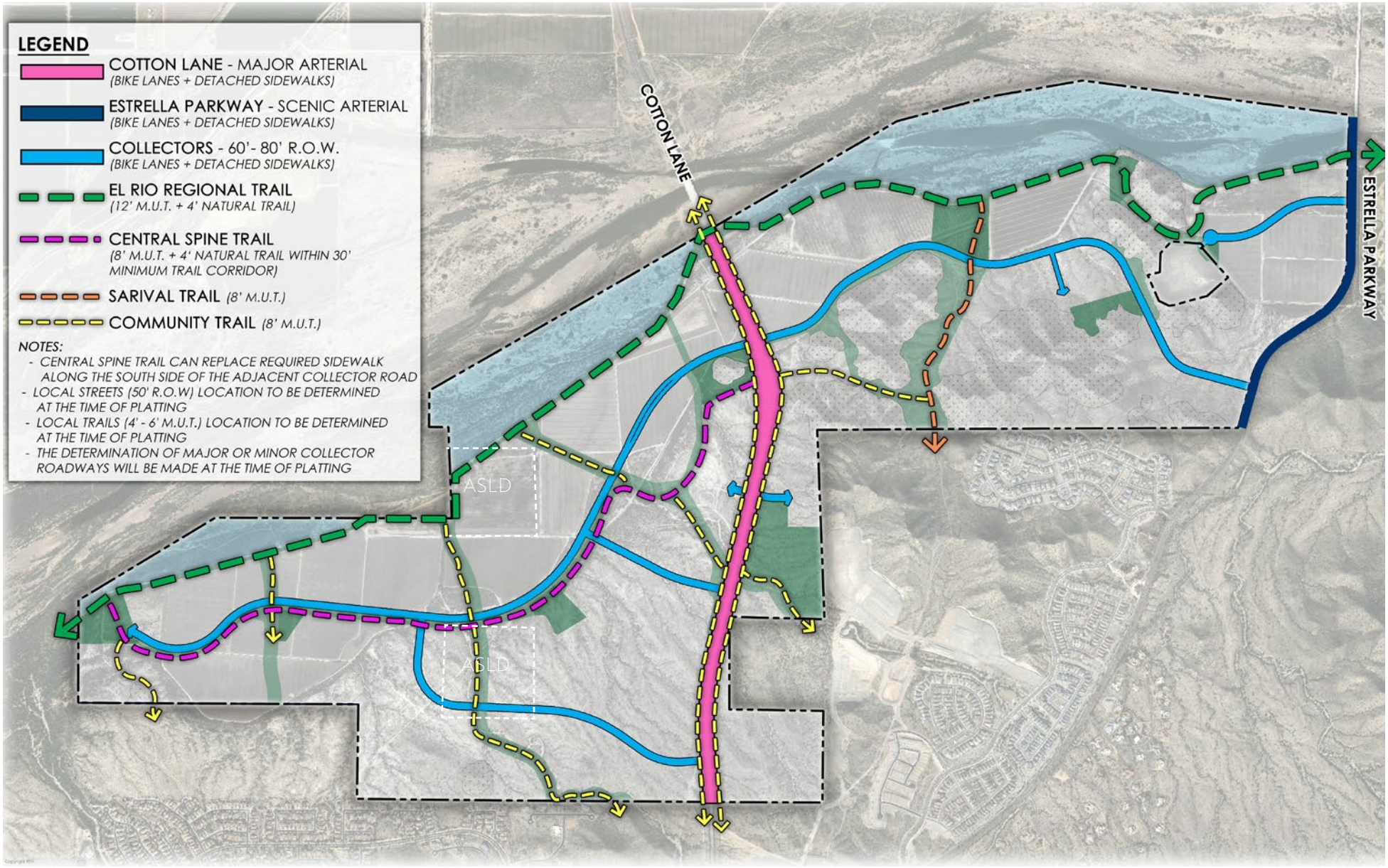
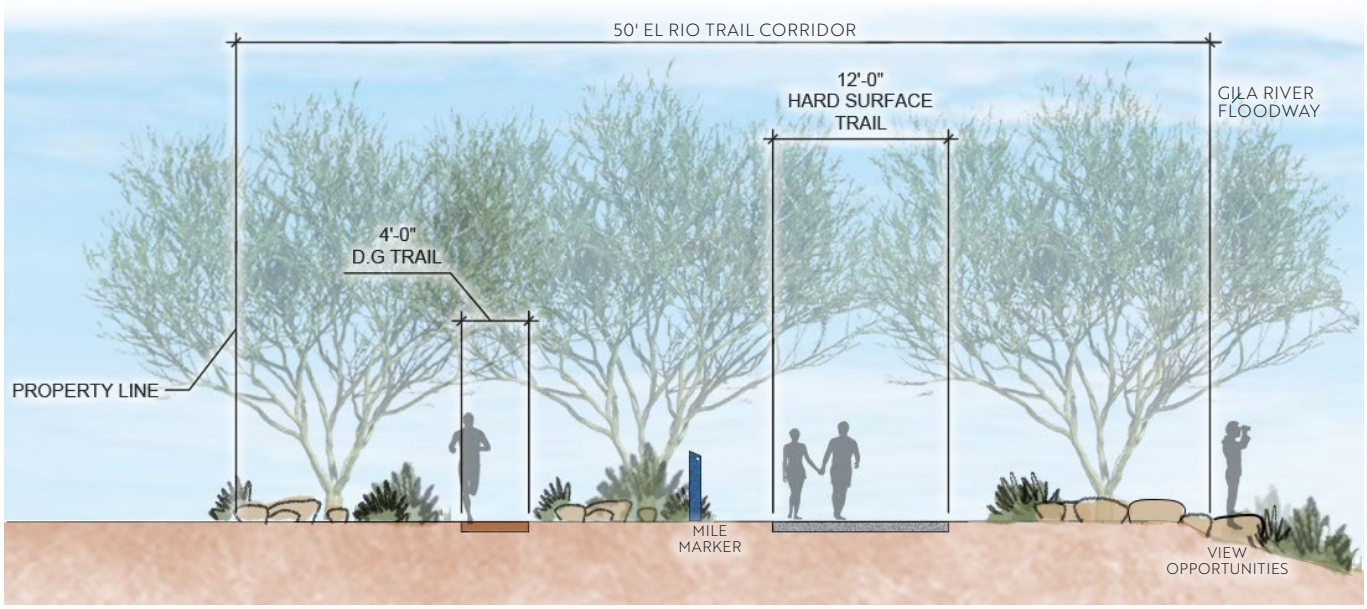
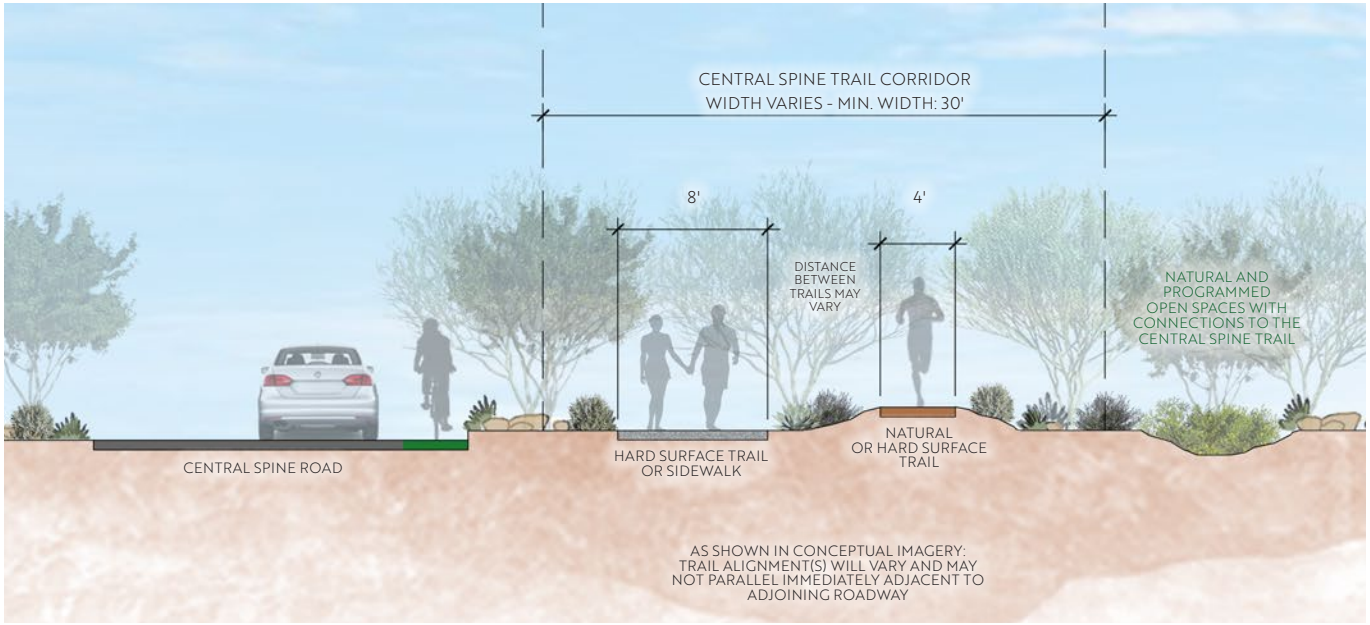


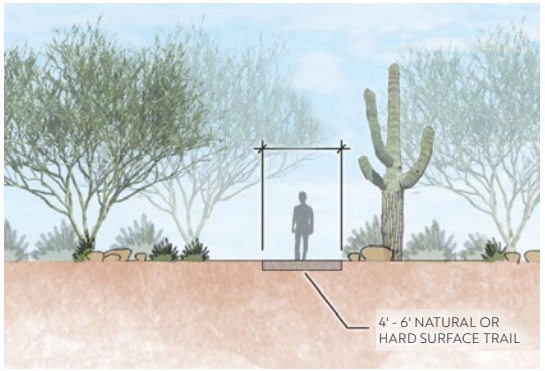
EXHIBIT RD1: BIKE, PEDESTRIAN, AND VEHICLE CIRCULATION PLAN



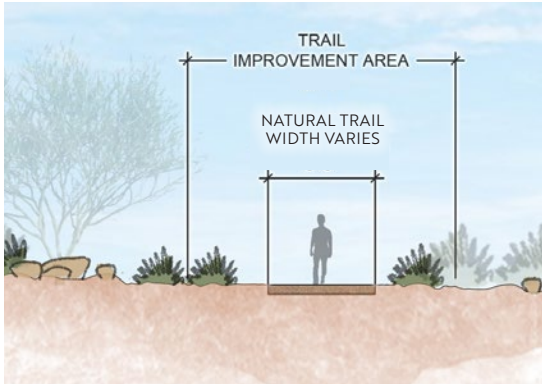
EL RIO REGIONAL TRAIL



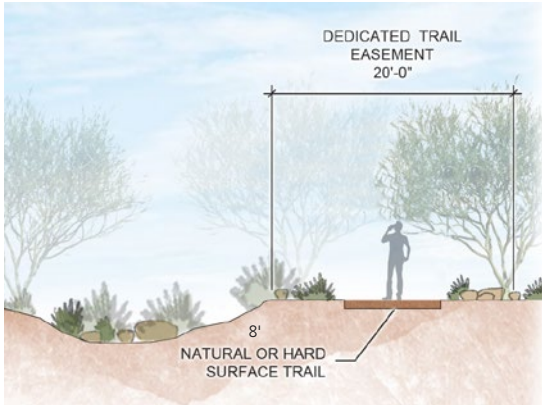
CENTRAL SPINE TRAIL



LOCAL TRAILS

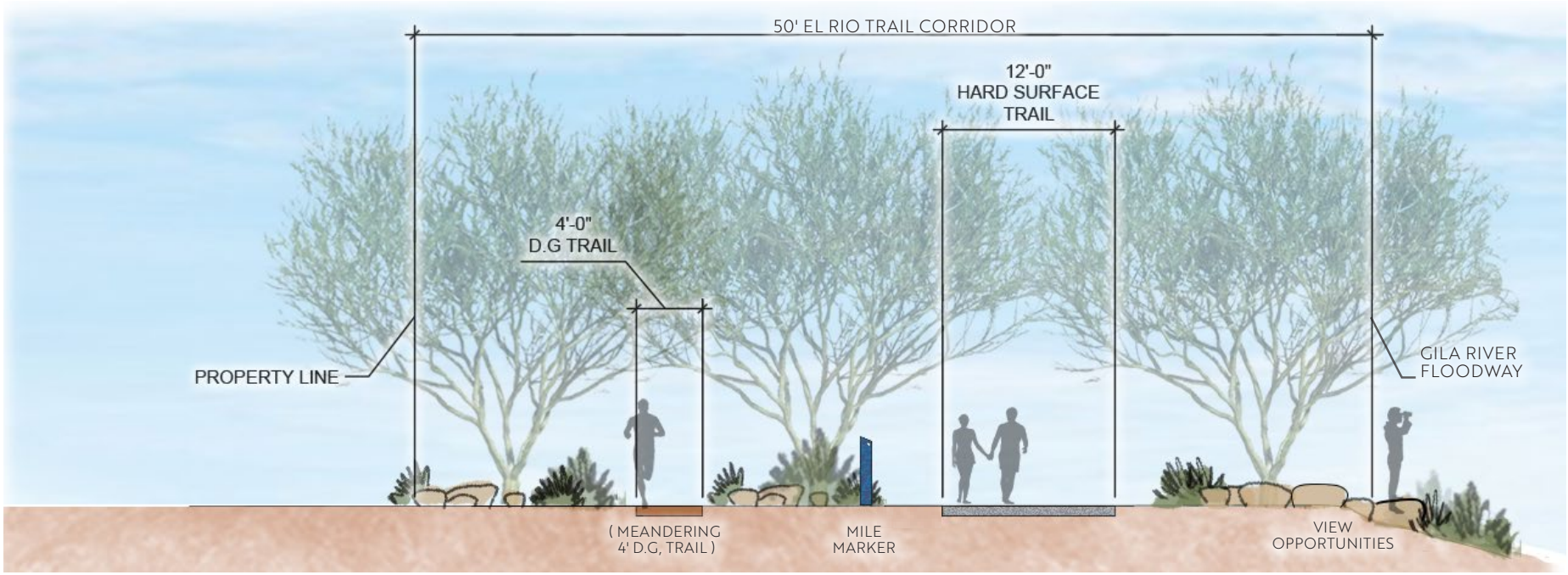


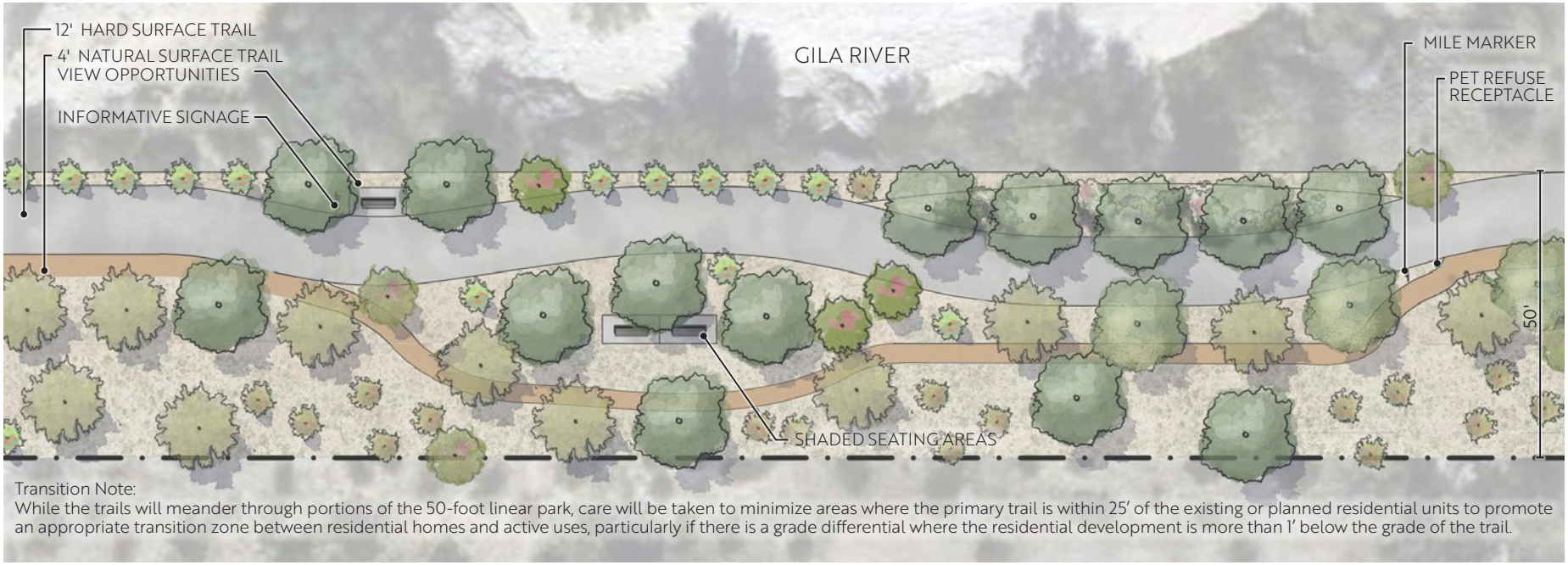
SARIVAL TRAIL



COMMUNITY TRAILS

EXHIBIT RD2: CONCEPTUAL TRAIL CROSS SECTIONS





Transition Note:
While the trails will meander through portions of the 50-foot linear park, care will be taken to minimize areas where the primary trail is within 25' of the existing or planned residential units to promote an appropriate transition zone between residential homes and active uses, particularly if there is a grade differential where the residential development is more than 1' below the grade of the trail.

EXHIBIT RD3: EL RIO LINEAR PARK - CONCEPTUAL PLAN & SECTION

4. OPEN SPACE REGULATIONS

Within Rio 1900, 4 active park types will be provided, including a Community Park, Neighborhood Parks, several Local Parks and several smaller Amenity Areas which may be incorporated into private developments such as individual subdivisions or gated rental communities. A minimum of 30% of the gross project area shall be designated as open space.

The community will include a variety of additional natural and improved open spaces, including the Gila River corridor, various drainage corridors, hillside/steep sloped areas, easements, and various landscaped areas including setbacks, buffers, retention basins, etc.

4.1 Parks and Open Spaces:

1. Parks and open spaces shall be provided throughout the Site at the level and intensity generally reflected in the Park Coverage and Open Space Plan.

2. At a minimum the following parks shall be provided within the Rio 1900 Site:
   - 1 Community Park
   - 5 Neighborhood Parks
   - Multiple Local Parks
   - Multiple Amenity Areas

3. The size of the Community Park will be determined at the time of site plan review. The Community Park will be approximately 30 acres and shall be no less than 20 acres. Neighborhood Parks shall be approximately 5 acres or larger. Local Parks shall be a minimum of .25 acres.

4. The regulatory floodway of the Gila River shall remain as natural open space.

5. Amenities shall be provided within parks and open spaces as identified in Table RD8: Open Space Amenity Matrix and Table RD9: Amenity Requirements by Open Space Type. A minimum of one Neighborhood Park shall be programed with a community pool.

6. A minimum of one pool shall be required within Rio 1900 . The pool will be developed in the first phase and will be available to the entire community.

7. A minimum of 17% open space shall be provided within the following PAD Zoning Districts (R1-10 PAD, R1-7 PAD, R1-6 PAD, R1-4 PAD, R1-A PAD, R1-C PAD, R-2 PAD and PFD PAD Districts that are developed as open space within ¼ mile of a residential district. 50% of the minimum open space requirement (8.5%) shall be designated as usable open space. This is based on net developable land area per preliminary plats or site plans, which excludes perimeter arterial and collector roads. Open space is defined as all disturbed, undisturbed and developed open space. Usable open space shall include all improved open spaces used for recreation and social interaction, including Amenity Areas, Local Parks, Neighborhood Parks, Community Park, Central Spine Linear Park, El Rio and other linear park or greenways, trails, including developed trail corridors that provide ancillary improvements for the trail user (such as landscaping, seating areas, shade, etc). Usable open space shall include the amenity itself and the entirely of the areas the amenity is located in. The Gila River floodway shall not be included in this calculation.

   The total open space and usable open space can be combined and intermixed between LUCAs and Districts and does is not required to meet the standard on an individual preliminary plat or site plan basis. The overall open space will be tracked and monitored on a phased basis through the preliminary plat and/or site plan process.

Table RD8: Open Space Amenity Matrix

	Community Park	Neighborhood Park	Local Park	Amenity Area	El Rio Linear Park	Central Spine Linear Park	Natural Open Space	Improved Wash Corridors	Undeveloped Hillside Open Space
Ampitheater/Event Area	■								
Baseball/Little League Fields	■								
Dog Park	■	■	■						
Football/Soccer Flex Field	■								
Great Lawn/Multi-Use Fields	■	■							
Turf Areas	■	■	■		■	■			
Outdoor Fitness Center	■				■	■			
Large Play Ground (5-12 years)	■	■	■						
Tot Play Ground (2-5 years)	■	■	■						
Pickleball/Tennis Courts	■	■							
Pond	■								
Ramada/Picnic Area	■	■	■		■	■			■
BBQ Area	■	■	■		■	■			■
Restroom	■				■				
Concession Stand	■								
Splash Pad	■								
Retention Basins *	■	■	■		■	■	■	■	
Paved Trails	■	■	■		■	■		■	
DG Trails	■	■	■		■	■	■	■	■
Basketball/Multi-Use Sports Court	■	■							
Native Planting Areas*	■	■	■		■	■	■	■	■
Trail Head	■	■			■	■			■
Pool/Spa	■	■							
Recreation Center	■	■							
Parking*	■	■			■	■			
Seated Viewing Area	■	■			■	■			
Signage *	■	■	■		■	■	■	■	
Volleyball (Sand or Court)	■	■							
Skatepark/Bikepark	■								
Landscaping *	■	■	■		■	■	■	■	■
Natural Desert Land *	■	■	■		■	■	■	■	■

** These amenities do not count toward the required minimum number of amenities per Table RD9.*

Table RD9: Amenity Requirements by Open Space Type

Open Space	Min. # of Open Space Amenities (1)
Community Park	10
Neighborhood Park	6
Local Park	4
Amenity Area	2
El Rio Linear Park	5 amenities for every 1,320 linear feet (1/4 mile)
Central Spine Linear Park Trail	2 amenities every 1/4 mile (1,320 feet)
Natural Open Space	0
Improved Wash Corridors	2
Undeveloped Hillside Open Space	0
Footnotes:	
(1) Multiple items of the same amenity cannot be counted more than once. For example, if 2 pickleball courts are provided together with an individual park, that accounts for 1 amenity per the table above.	

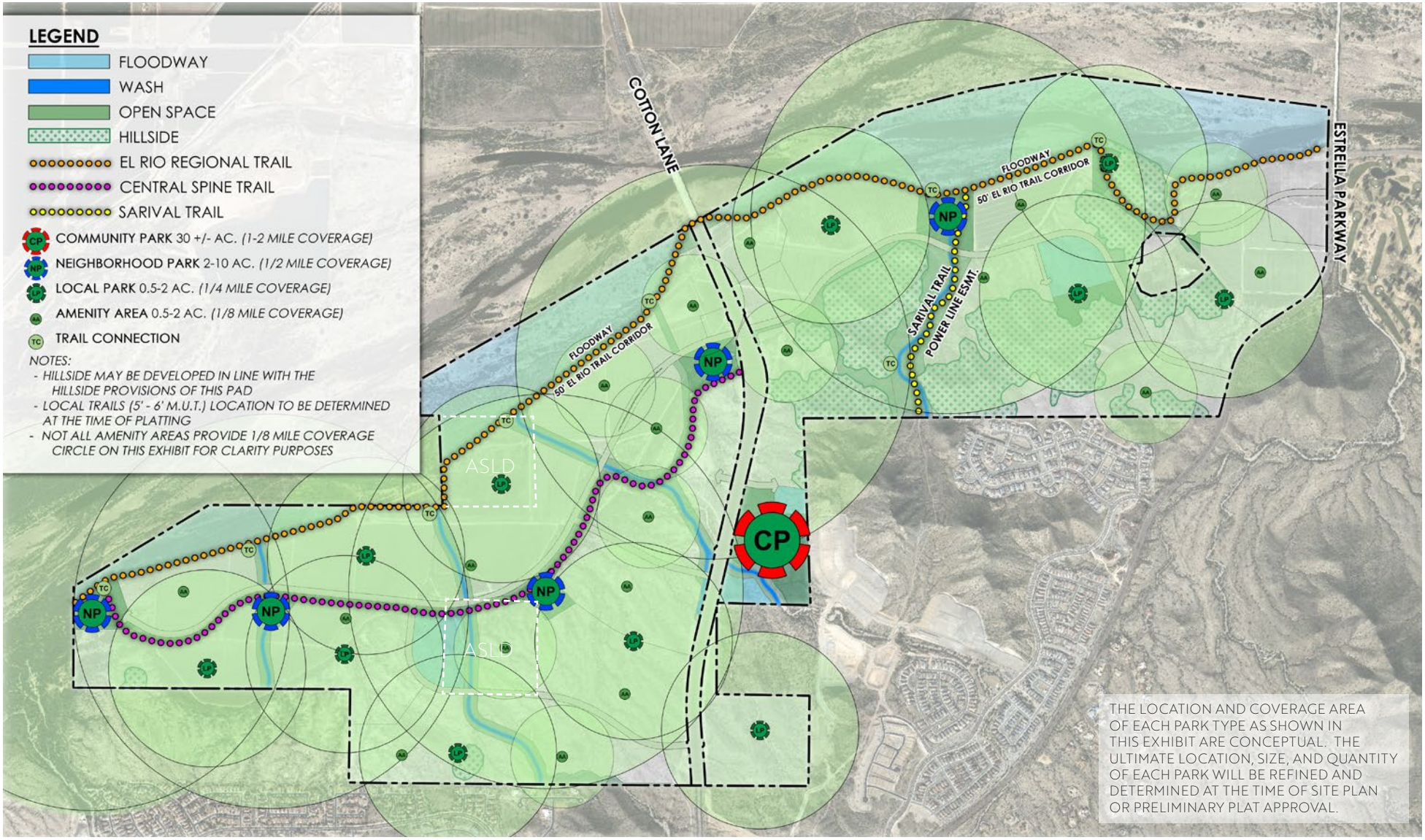


EXHIBIT RD4: PARK COVERAGE AND OPEN SPACE PLAN

5. AMENDMENT REGULATIONS

Amendments to the Rio 1900 PAD may be necessary from time to time for various reasons, including changing market or financial conditions, new development conditions, specific or unique requirements of a potential user or builder, or to address issues that were not contemplated in the approved plan.

There are two types of amendments: major amendments and minor amendments.

Major Amendments will be processed in the same manner as an application for a rezoning request in accordance with the City of Goodyear Zoning Ordinance. Minor Amendments shall be reviewed and approved through an administrative review and approval process. The Development Services Director shall determine if a proposed amendment is Major or Minor based on the criteria defined herein.

5.1 Major Amendment Criteria

Land Use Character Area (LUCA):
A decrease or increase in the minimum or maximum required acreage of any LUCA by 10% or more of the applicable LUCA.

Minimum or Maximum Percentage of a Designated LUCA:
A change to the minimum or maximum amount of any LUCA requirement or limitation that is stated within any LUCA regulation defined within the Rio 1900 PAD. by more than 20%. For example, per the PAD, a minimum of 25 acres of the CAC Character Area must be developed using one or more of the Commercial zoning districts. Any reduction of more than 20% (or 5 acres) shall be deemed a Major Amendment. This applies to any required minimum or maximum thresholds within the LUCA regulations.

Permitted Uses:
An addition of a permitted use or modification to a permitted use, except if the use is determined by the Development Services Director to be analogous to a use permitted within the applicable district, then a Major Amendment is not required.

Development Standards:
An increase and decrease of a regulated development standard by 10% or more for an individual development project.

5.2 Minor Amendment Criteria

An amendment not meeting the criteria for a Major Amendment as set forth above shall be deemed a Minor Amendment.

A Minor Amendment may include a request to increase or decrease in the allowed acreage of a LUCA by less than 10%. Additionally, changes to the Design Guidelines may be allowed as a Minor Amendment at the discretion of the Development Services Director if the change is not deemed to be detrimental to the overall intent of the guideline.

An application shall be filed with the Development Services Department and include all relevant information required for the review of the application.

The application shall include:

- A narrative description of the request, including location, proposed change, impacts to the project and surrounding area, how it meets the overall intent of the PAD, and justification that it meets the criteria as a minor;
- Owner authorization;
- Maps or exhibits if applicable to the request;
- An application fee consistent with the fee for a zoning interpretation.

A request for a minor amendment shall be reviewed and may be administratively approved or denied by staff. The Development Services Director or Designee shall provide a written decision to the applicant.

The request for a Minor Amendment shall be granted if the Development Services Director or Designee determines that the amendment will ensure compatibility with the Rio 1900 PAD and will not materially and adversely affect adjacent land uses and/or the physical character of uses in the immediate area of the property impacted by the amendment.

If a Minor Amendment is denied by the Development Services Director or Designee, the applicant may elect to pursue a Major Amendment subject to the process defined within the City Zoning Ordinance.

6. DESIGN GUIDELINES

The purpose and intent of this Section is to create a complementary set of Design Guidelines that are calibrated for Rio 1900 to address Dark Skies, the El Rio Trail and Hillside Development. These design guidelines aim to provide guidance on these specific areas that are not covered in the City of Goodyear's Design Guidelines Manual. In addition to the design guidelines included in this Section, Rio 1900 shall conform to the City of Goodyear's Design Guidelines Manual to serve as a guide for development within Rio 1900.

6.1 Dark Sky Preservation Guidelines

A Rio 1900 will incorporate Dark Sky preservation principles into the overall lighting program for the community. Continuous street lighting is therefore discouraged. Street lighting along arterial and collector roadways is required at intersections only.

B Except as defined in the paragraph above, Rio 1900 will also conform to the standards within Article 10, Outdoor Lighting Standards of the Goodyear Zoning Ordinance. If there is a conflict between the paragraph above and the Goodyear Zoning Ordinance, the PAD standard shall prevail.



6.2. Hillside Development Guidelines

6.2.1. Introduction

Rio 1900 has the unique benefit of having diverse landforms through out the Site, including flat farmland areas to rolling topography to steep landforms and rugged hillside terrain. This diversity in landforms and topography offer unique challenges and opportunities for the development. Portions of the property exceed twenty percent (20%) in slope, which pose unique opportunities if developed in a responsible and environmentally sensitive way. As such, the developer wishes to include Hillside Area Development Standards within this PAD to help reinforce quality development.

6.2.2 Purpose/Intent

The purpose of these standards is to establish regulations and guidelines for development within the designated Hillside areas within the Rio 1900 Master Plan. Development in these areas require special considerations to ensure that development is done in a quality manner, to protect the unique landforms, and to properly address potential hazards including, but not limited to, storm water runoff, rock falls, and other geologic hazards. These standards will govern all development within the designated hillside areas where slopes exceed twenty percent (20%). These standards are a supplement to City Code and Current Zoning regulations and do not replace them. If a specific item is not addressed in this document, refer to the appropriate section of this approved PAD, or current City Code.

6.2.3. Definitions

Construction Envelope. A specific area defined by the architect, planner, or engineer, as shown on the improvement plans.

Custom Lot. A lot which can be irregular in shape and size and gives the lot owner the ability to design a completely unique home.

Cut. The area of land which has been altered by the removal of rock, soil, or other materials.

Disturbed Area. The ground area that has been or is proposed to be altered through grading, removal of natural vegetation, trenching, or by any other means that causes a change in the surface of the ground.

Fill. The deposit of soil, rock, or other materials placed during construction.

Grading. Any excavating, filling, or combination thereof, including the conditions resulting from any excavation or fill.

Hillside Area. Area within the Rio 1900 Master Plan that resides above the twenty percent (20%) slope line.

Mass Grading. When a large or majority of a development area is graded at one time.

Natural Grade. The grade and elevation of the ground surface in its natural undisturbed state.

Natural Open Space. Areas dedicated for permanent open space left in its natural condition. These areas may be dedicated for public use/ownership or retained in private ownership. Trails for public/private use are not considered disturbance in these areas.

6.2.4. General Provisions

A. No residential lot within the Hillside area shall have a front lot width [as measured at the front setback] less than the zoning allows.

B. Residential flag lots are permitted. Lot width for flag lots shall be measured from the start of the main body of the lot.

C. Building setbacks shall be as required per the applicable zoning district.

D. Maximum lot coverage shall comply with the applicable zoning district.

E. Due to the constraints affiliated with hillside development, street length and cul-de-sacs can exceed the maximum street length so long as a proper looped connection or turn-around meeting Fire and Emergency Response vehicles and Trash Collection vehicles is met.

6.2.5. Slope Determination

All lands above the twenty percent (20%) slope line have been deemed "Hillside" as part of this document. The twenty percent (20%) boundary will be determined by a computer-generated slope analysis, with a manual review of the analysis to determine the reasonable location of the twenty percent (20%) slope line. This line will be established during the pre-plat or site plan process for each individual development project.

All development that occurs within the Hillside area shall conform to these standards. Development parcels that extend into Hillside areas shall have the areas that extend into the Hillside area be subject to these standards.

Any improvements/development areas that impact or extend, etc. into a hillside area are subject to these standards. This could include, but are not limited to, grading, landscaping, trails, roads, or any other improvement or disturbance.

6.2.6. Site Planning

When site planning development within the hillside areas, special considerations should be taken to ensure quality development within these sensitive areas. Development of the land should follow the natural patterns and topography of the Site as much as possible. Roads should be routed to avoid steep slopes and grades, and buildings and development pads should be placed in a manner to minimize significant cuts and fills where practical.

A. Open Space Requirements

Within the designated Hillside areas, a minimum amount of open space shall be preserved. As a total, fifty percent (50%) of the total designated hillside areas shall be preserved as open space. Preserved open space should prioritize, where practical, key land features. These features include:

- Pitched Hilltops/Prominent Ridges
- Severe Steep Slopes
- Wash and Natural Drainage courses
- Boulder Outcrops
- Significant vegetation areas

Up to thirty percent (30%) of the Preserved open space can be revegetated open space and/or disturbed areas. Preserved open space does not have to be natural as long as it is revegetated to match its natural state in both plant species and quantities.

Preserved open space must be placed in a tract designated as preserved open space. Designated open space areas shall count towards required open space.

B. Grading & Disturbance

Site grading is one of the most critical aspects of developing land in hillside terrain. Careful attention must be paid to make sure that the land is developed in a manner to not disturb more than necessary. To ensure that development occurs in a sensitive manner, the following general standards have been established and apply to all types of permitted uses within the hillside areas.

- Mass grading is permitted in the Village Neighborhood, Civil Use, and Resort Overlay Land Use Character Area.
- Mass grading is not permitted in the Estate Residential Character Area.
- Grading and disturbance shall be limited to construction envelopes in the Estate Residential Character Area.
- Grade tie-ins shall be made to mimic or follow the natural movement of the land. Slopes shall be rounded to avoid abrupt grade changes.
- All disturbed areas shall be revegetated.

1. Cuts and Fills – Cuts and fills and cut and fill slopes are necessary when developing land in Hillside areas. As such, the following standards shall be followed;

- Cuts and fills should be minimized as much as possible. When a cut or fill is required, slopes or retaining walls shall be used to tie into existing grade.
- Existing cuts shall not be left raw as an exposed cut unless the cuts are through solid rock.

2. Slopes – In cut and/or fill conditions, slopes may be used to tie into existing grade. These slopes shall not be uniform and shall vary to mimic the natural topography of the Site.

- Cut and fill slopes shall be no steeper than three to one (3:1) within common areas and no steeper than two to one (2:1) within a residential lot.
- Cut slopes may be as steep as one to one (1:1) when applied in stable terrain, such as existing rock.
- Slope areas longer/wider than fifty (50) feet shall undulate to mimic existing terrain.
- Uniform slopes in excess of thirty (30) feet are not permitted.
- In order to help protect the natural look of the development, all cut and fill slopes shall be revegetated to mimic the natural look of the Site unless the cut is through solid rock or material that cannot easily be revegetated.
- Permanent and/or temporary irrigation may be used to establish the plant material. Hydroseed, individual plantings, or a combination of, may be used as planting material.
- All landscape planting shall follow all local landscaping standards.

3. Walls – In areas where significant cuts or fills occur, retaining walls may be used to reduce overall disturbance. Retaining walls may also be used in combination with slopes to provide developers more flexibility in their designs.

- All walls and retaining walls must be consistent and compatible with the architectural character of the development. Standard block for walls shall only be permitted in areas not visible from public areas or surrounding development.
- Solid perimeter walls shall be permitted as long as they are located on a lot line.
- Solid walls may be located within open space areas or tracts provided they are being used for screening.
- Solid and view/partial view walls may not be taller than eight (8) feet.
- Architectural columns shall be no taller than eight feet four inches (8'-4").

4. Retaining Walls – Retaining walls can provide an easier and more effective way to catch grade in challenging terrain. Retaining walls are encouraged to help reduce overall disturbance and should be used where practical.

Retaining walls can be used independently or in combination with site walls & fences and/or slopes. Retaining walls shall follow the following standards.

- Retaining walls may not be taller than eight (8) feet in height.
- In cases where more than eight (8) feet of retaining wall is needed, multiple walls shall be used provided there is a minimum of four (4) feet separation between the walls, as measured from the back of the lower wall, and the face of the upper wall.
- When multiple retaining walls are being used, the area between the wall may be sloped to help take up grade. The max slope for this area will be four to one (4:1). Landscaping will not be required if the retaining walls are 8' or closer to avoid water damage to the walls , but groundcover such as decomposed granite or other dustproofing material is required
- When retaining walls are used in combination with a site wall or fence (or combination of), the max height of the combined wall shall be no greater than twelve (12) feet. If the combined wall height is over eight (8) feet and visible from a public right-of-way or usable open space, additional design or thematic elements shall be required on or adjacent to the wall to soften the impact. This may include additional landscaping, screening, berms, material change, color change, columns, etc.
- When reviewed and approved by a Geotechnical Engineer, a vertical rock slope may be used in place of a retaining wall.

5. Building Heights & Appearances – Building heights shall be measured from the top of the actual building footprint foundation grade. If the foundation grade is stepped to address topography, the building height is measured from the top of each segment of the foundation grade separately.

All buildings and structures built within Hillside areas shall reflect the architectural character of the development on all sides of the structure. Building materials and colors should complement the natural colors of the desert.

All residential buildings shall not exceed thirty (30) feet in height.

Non-residential buildings shall not exceed thirty-five (35) feet in height except within the Resort Character Area where the applicable zoning ordinance building height shall apply.



6.3 El Rio Trail Design Guidelines

A. The El Rio Trail is envisioned to be a public signature trail that connects residents and celebrates the existing natural ecosystems along the Gila River. The main goals of the El Rio Trail Corridor include restoring and maintaining the natural function within the river corridor as riparian habitat, focusing on multi-use facilities & functions, maintaining and enhancing flood control elements, and embracing functional compatible linkages to the surrounding development properties. Ultimately, the El Rio Trail should be balanced in its design to provide a natural setting that reasonably transitions to the adjoining development parcels.

B. As shown in conceptual exhibits throughout this document a 50-foot wide El Rio Trail Corridor concept is proposed to create an interesting and natural appearing Gila River edge design.

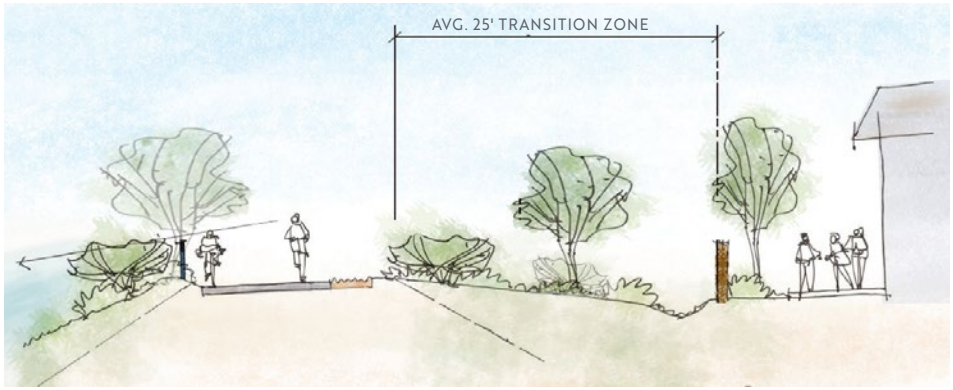
C. Where development occurs along the "Edge" of the El Rio Corridor, development will follow a 60/40 ratio guideline. A minimum of 60% of the edge will be "functionally open" and a maximum of 40% of the edge will be "non- open." To meet the 60% functionally open "Edge" performance guidelines, various treatments may be utilized as further outlined in the El Rio Design Guidelines and Panning Standards.



60% OPEN EDGE AND 40% NON-OPEN EDGE

D. An average of a 25-foot transition zone should be provided from the southern edge of the El Rio Trail leading to development sites. This transition zone will allow landscaping to gradually change from natural appearing landscaping along the El Rio Trail and Gila River to landscaping that may have a more planned appearance as part of adjoining development sites.

E. Adjoining sites and buildings should be designed to reduce the perceived building mass from the El Rio Trail Corridor, and/or landscaping within the El Rio Trail Corridor should be designed to reduce the perceived building mass.



A 25-FOOT AVG. TRANSITION ZONE WILL HELP SOFTEN THE PRESENCE OF ADJOINING DEVELOPMENT.



A VIEW FENCE IS PROVIDED BETWEEN A LOCAL STREET AND THE TRANSITION ZONE LEADING TO THE EL RIO TRAIL.

F. Solid fencing or walls support safe and defined community boundaries. Where it is supported by adjoining site layouts, partial view fencing can be considered to support visibility to the El Rio Trail Corridor from community open spaces or roadways.

G. Adjoining developments should provide views to the El Rio Trail Corridor from adjoining open spaces, two-story homes, or from connecting pathways or washes.

H. Drainage improvements connecting to or located within the El Rio Trail Corridor should blend with the natural desert environment.

I. Approximately every ¼ to ½ mile, multi-modal trail connections should extend to the El Rio Trail from the adjoining development sites. These adjoining connections should be a minimum of 20 feet in width and designed to be inviting, safe, and accessible by a variety of users.

J. Meandering shared-use trails along collector and arterial corridors which link to internal and external open space areas, paths and trails should also extend to connect to the El Rio Trail where it is reasonably feasible.

K. Within the El Rio Trail Corridor, various amenities should be provided to encourage residents to use the trail as an enjoyable, convenient, and safe trail connection to neighboring communities, parks, and commercial uses. Improvements such as clear and consistent wayfinding (through signage or apparent design choices), shaded seating in activated visible areas, fun meandering trail designs, safe visibility distances at trail connections, sufficient trail shade during the warmer months, and/or opportunities to view or rest along the river, should be provided.

L. A public trailhead with parking, shaded staging area, drinking water, and trail signage adjacent to the El Rio Trail providing direct access to the El Rio Trail shall be developed within Rio 1900. The public trailhead will be a minimum of 5-acres and may be combined with a neighborhood park. The location may be all or partially under the powerline corridor which aligns with the Sarival Trail.

7. PROJECT PHASING

Rio 1900 will be developed in multiple phases as market conditions warrant. Improvement plans for each phase will be submitted to the City as such phases develop to ensure proper and orderly development. The infrastructure, public facilities, parks, and community amenities will be built in phases, and in many cases, will be constructed concurrently with the parcels being served. Infrastructure improvements will be designed and sized to accommodate planned improvements with each phase of development and may be expanded at the time of the initial installation or in the future to accommodate additional development. Infrastructure required to serve each parcel (beyond the boundary of the parcel) may need to be installed with or before the parcel improvements.

APPENDIX A. BUDGET TRACKER

The Rio 1900 Land Use Framework and overall PAD requirements allow for a unique mix of land uses and PAD Zoning Districts.

Upon approval of a final plat or issuance of the first permit for a site plan (depending on the type of development), the City will assign the District for all of the property or each portion of the applicable property based on the permitted District(s) under the applicable LUCAs, as declared by the applicant in the preliminary plat or site plan (depending on the type of development).

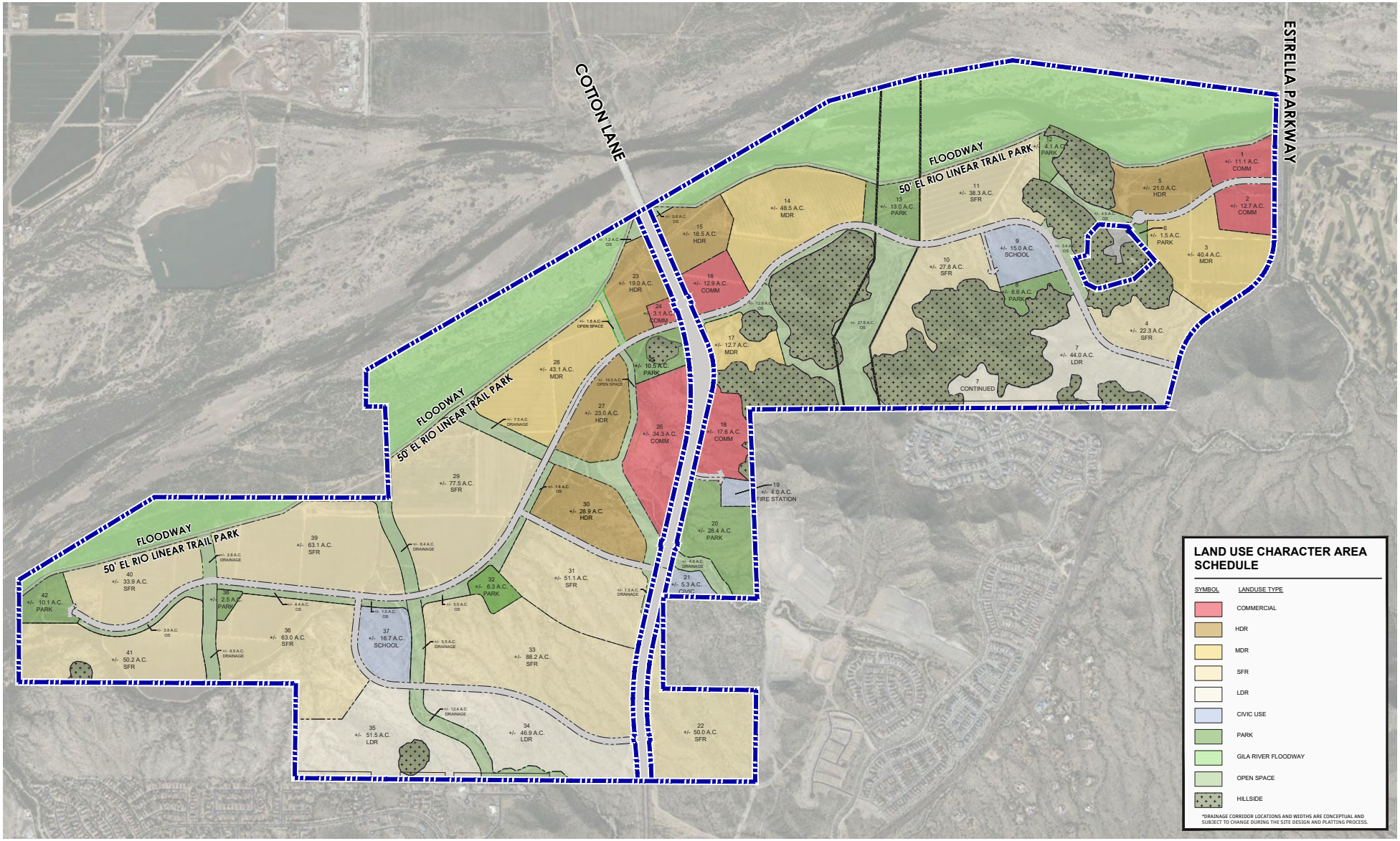
The mechanism for tracking will be a Budget Tracker. In addition to tracking Residential and Commercial/Nonresidential PAD Zoning Districts, the Budget Tracker will also track the Usable and Total Open Space, as defined in Section 4.1.

Below, Table RD10: Example Budget Tracker provides an example of a form for tracking the land use budget to ensure compliance with PAD requirements .

Table RD10: Example Budget Tracker

Master Plan Land Use Budget		**Residential**		**Commercial / Nonresidenital**		**Open Space Usable**[3]		**Open Space Total**[3]	
		total dwelling units		*total gross square feet*		*percentage (of net area)*		*percentage (of net area)*	
				Not Limited		**8.5%**		**17%**	
Reservations and Assignments	**Zoning**	**Residential**		**Commercial / Nonresidenital**		**Open Space Usable**		**Open Space Total**	
	PAD District	*total dwelling units*		*total gross square feet*		*percentage (of net area)*		*percentage (of net area)*	
Parcel	*Reserved*	**Assigned**	*Reserved*	**Assigned**	*Reserved*	**Assigned**	*Reserved*	**Assigned**	*Reserved*	**Assigned**
TOTAL										

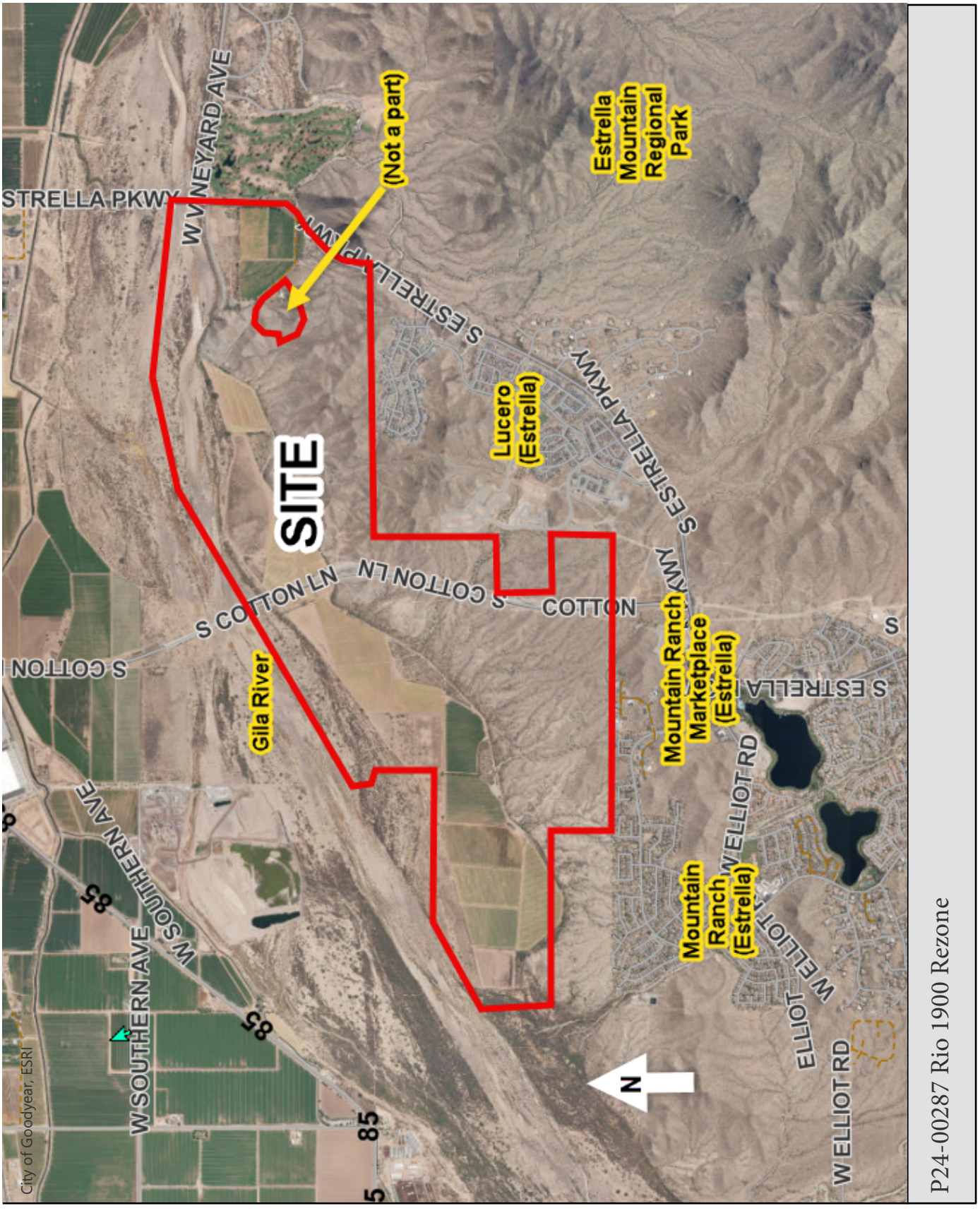
Note:
1) Reserved = preliminary plat / site plan
2) Assigned = platted / site plan / map of dedication
3) The required open space is not on a parcel by parcel basis, but a collective basis at full build out.



APPENDIX B: **CONCEPTUAL COMMUNITY CHARACTER AREA PLAN (CCAP)**

Rio 1900

East to west from Estrella Parkway to alignment of 187th Avenue, and north to south from Gila River to northern boundary of Estrella



The request is to remove approximately 1,940 acres from the King Ranch PAD and rezone it to the Rio 1900 PAD. A “layered” approach is proposed to establish permitted uses and locations within the PAD. Compatible uses and development intensities are classified into seven Land Use Character Areas (LUCAs): Open Space, Civic Use, Estate Residential, Village Neighborhood, Urban Neighborhood, Commercial Activity Center, and Resort. The following uses and zoning districts are compatible with each LUCA:

Land Use Character Area (LUCA)	General Description	Compatible Zoning Districts
Open Space (OS)	Steep hillsides, natural open spaces, drainage corridors, community parks, trails, passive and active open spaces, and developed landscape areas.	All, when open space uses are provided
Civic Use (CU)	Schools, community centers, fire stations, churches, utilities and infrastructure facilities, and other public and private uses that benefit the community.	PFD
Estate Residential (ER)	Large-lot, single-family residential	AU, R1-10
Village Neighborhood (VN)	Low- to medium-density residential, including detached and attached single-family homes, court homes, and two-family homes	R1-7, R1-6, R1-4, R1-A, R1-C, R-2
Urban Neighborhood (UN)	Multi-family residential	MF-12, MF-18, MF-24
Commercial Activity Center (CAC)	Commercial, office, and medical uses	C-O, C-1, and C-2.
Resort (RO)	Resort hotel	C-2 (with customized uses)

Each LUCA is conceptual in nature, and the boundaries of a LUCA do not necessarily define a development parcel boundary. It is likely that each LUCA will contain multiple smaller developments. Furthermore, the boundaries of a LUCA are intended to define where certain zoning districts and uses may be located, but not where they must be located. Each LUCA overlaps with at least one other LUCA, though certain areas of the Open Space LUCA (the Gila River channel and drainageways) are not expected to be developed and therefore fall only within the Open Space LUCA. Each individual development project within the rezone area will be required to obtain approval of a preliminary plat or site plan before starting construction. At the time of preliminary plat or

site plan submittal, the applicant will declare an appropriate zoning district from the above list to apply to the project, and the application will be reviewed subject to the standards of that district.

As an alternative to a specific residential unit cap, the rezone request will allow the development's water allotment (1,900 acre feet per year) to determine the number of units and square footage of commercial and public uses that can be developed on the site.

The rezone request proposes modified development standards for various zoning districts, some of which are summarized below:

Overall Project:

- A minimum of 30% of the gross area of Rio 1900 shall be open space.

Single-family residential districts:

- Reduced lot sizes for R1-4, R1-A, and R1-C.
- Reduced lot widths for R1-7, R1-6, R1-4, and R1-A.
- Reduced lot depth for R1-C.
- Reduced lot coverage for all districts.
- Reduced setbacks for all districts except AU-PAD.
- At full buildout, the Village Neighborhood LUCA must use a minimum of four (4) different lot sizes with lot widths at least five (5) feet apart, and a minimum of two (2) different PAD zoning districts. If only four (4) lot sizes are provided, each lot size shall comprise a minimum of 15% of the total number of lots. If five (5) or more lot sizes are provided, the 15% standard shall not apply.
- Open space requirement is 17% minimum; usable open space requirement is 8.5% minimum.
- A minimum of 100 acres of the Estate Residential LUCA must be developed using the AU-PAD or R1-10 PAD zoning districts.
- If a resort or hotel is developed within a portion of the Resort LUCA that overlaps with the Estate Residential LUCA, the minimum 100-acre requirement can be reduced by the amount of resort acreage that is included in the Estate Residential LUCA.

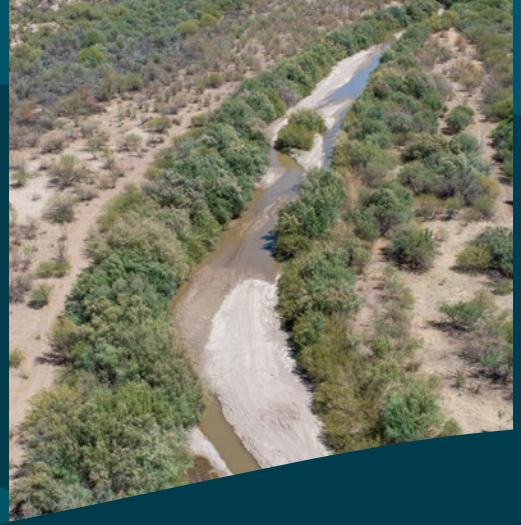
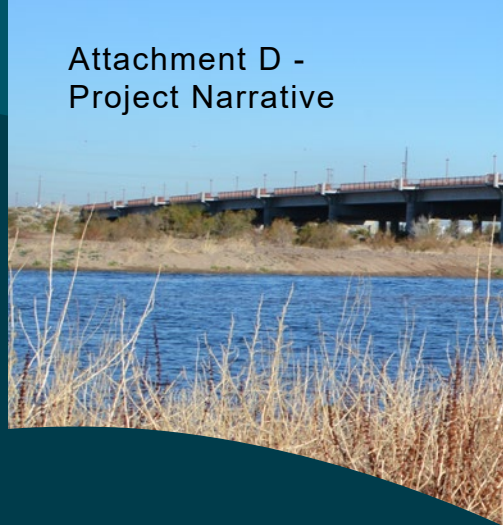
Multi-family residential districts:

- Flexibility for building heights in MF-12 when pitched roofs are utilized.
- Reduced rear setback for MF-12.
- Reduced setback from single-family residential zoning for MF-12.
- Increased lot width for MF-24.

Commercial and public facility districts:

- A minimum of 25 acres within the Commercial Activity Center LUCA must be developed using the C-O PAD, C-1 PAD, and/or C-2 PAD zoning districts.
- The Resort LUCA shall utilize the C-2 PAD zoning district, but a limited and customized list of uses is permitted per the regulatory document.



Attachment D -
Project Narrative

Rio1900

PAD REZONING

P24-00287

Submittal: November, 2025






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1. INTRODUCTION AND PROJECT VISION

RVi Planning + Landscape Architecture is pleased to submit this proposal for a new Planned Area Development (PAD) on behalf of Harvard Investments and property owners KR TIC 1 LLC AND KR TIC 2 LLC ("Rio 1900 PAD"). The existing King Ranch PAD was originally approved in 2005 and amended in 2006. Since that time, no development has occurred on the property and the market has changed significantly. The existing PAD is out of date and needs to be updated to reflect today's market conditions. As detailed throughout this document, this rezone from King Ranch PAD to Rio 1900 PAD introduces a new vision for the development.

The Rio 1900 PAD includes an updated land use program and development master plan that emphasizes creativity and flexibility and will allow development of the Site with design principles that ensure a high-quality built environment.



Rio 1900 is envisioned as a vibrant, sustainable desert community deeply rooted in the preservation and stewardship of the Gila River watershed and adjacent desert mountain landscape with an ecosystem of diverse housing options and neighborhood-scaled commercial uses woven together by an environmentally sensitive network of connected trails, community streets, parks, and natural open spaces.

Rio 1900 is estimated to provide up to 5,762 residential units, including a mix of large lot estate residential, single family residential of various lot sizes and product types, and multi-family residential ranging from build-to-rent to townhomes and garden-style apartments, all organized to provide density transitions, connectivity and walkability throughout the community. Commercial uses are proposed along Cotton Lane and Estrella Parkway, the major arterial roads within and adjacent to the community, providing opportunities for shopping, dining, and other non-residential uses along the primary thoroughfares within the Rio 1900 community.

School sites will be provided as needed to serve students generated within the development, and other civic uses such as places of worship, a fire station, public park, and other non-residential uses will be provided based on the needs of the community.

One of the core values of Rio 1900 is promoting health and wellness by providing ample and convenient opportunities to spend time outdoors. All residents will be within an approximate 5-minute walk to a park, trail, and/or active open space amenity throughout the community. With a primary focus on the unique opportunity Rio 1900 has with its connection to the Gila River, a 3+ mile El Rio Linear Park will run the entire length of the property along the southern bank of the Gila River,

providing an unprecedented community and regional amenity for all Goodyear residents with open vistas along the river corridor. Along the El Rio Linear Park, where it connects with the Sarival Trail, is a trailhead, providing public trail access and connectivity to the east/west El Rio Trail and the north/south Sarival Trail which runs through Rio 1900 and into the Estrella Mountain Ranch community to the south, adding additional miles of connected trails throughout the area. Additional trails will include Community Trails through the various wash corridors, and local paths that provide additional connectivity from neighborhoods to the various parks, open spaces, schools, public facilities, and commercial uses.

An approximate 30-acre Community Park is planned within the development to support the Rio 1900 residents and the entire area with community-wide recreational opportunities. This is planned as a public park to be dedicated to the City and may include amenities such as baseball and/or soccer fields, playgrounds, tennis, pickleball and basketball courts, skate park, event lawn, playgrounds, dog park, splash pad, restrooms, parking, and other active and passive amenities.

Within the heart of the community is a central spine trail/open space corridor that generally follows the primary spine road through the development, providing a centralized open space corridor connecting trails, open space and recreational opportunities throughout the community. Five Neighborhood Parks are strategically located throughout the community, all along the central spine trail to serve residents within approximately ¼ to ½ mile walking distance, including amenities such as ball fields, sport courts, turf areas, playgrounds, picnic ramada and other active and passive amenities. Finally, several local parks and amenity areas will be provided throughout the community to round out the abundant recreational opportunities provided within Rio 1900, with every resident within an approximate 5-minute or less walk to a park or trail facility. Natural and improved open spaces will also be abundant within Rio 1900, between the large expanse of the Gila River, to the various channelized wash corridors bisecting the property, and the steep hillside areas framing the lower foothills of the Estrella Mountains, natural and improved open spaces are provided throughout the community.

The Rio 1900 PAD is organized in 7 sections, including the above Introduction, Site Analysis and Context, PAD Land Use Framework, Community Plan Elements, Regulatory Development Standards, Design Guidelines and Standards, and PAD Amendments. The plan also includes various figures, table and exhibits that are integrated throughout the document. If there is a conflict between language or provisions within this PAD and the City's Zoning Ordinance or Design Guidelines, the language or provisions within this PAD shall prevail.



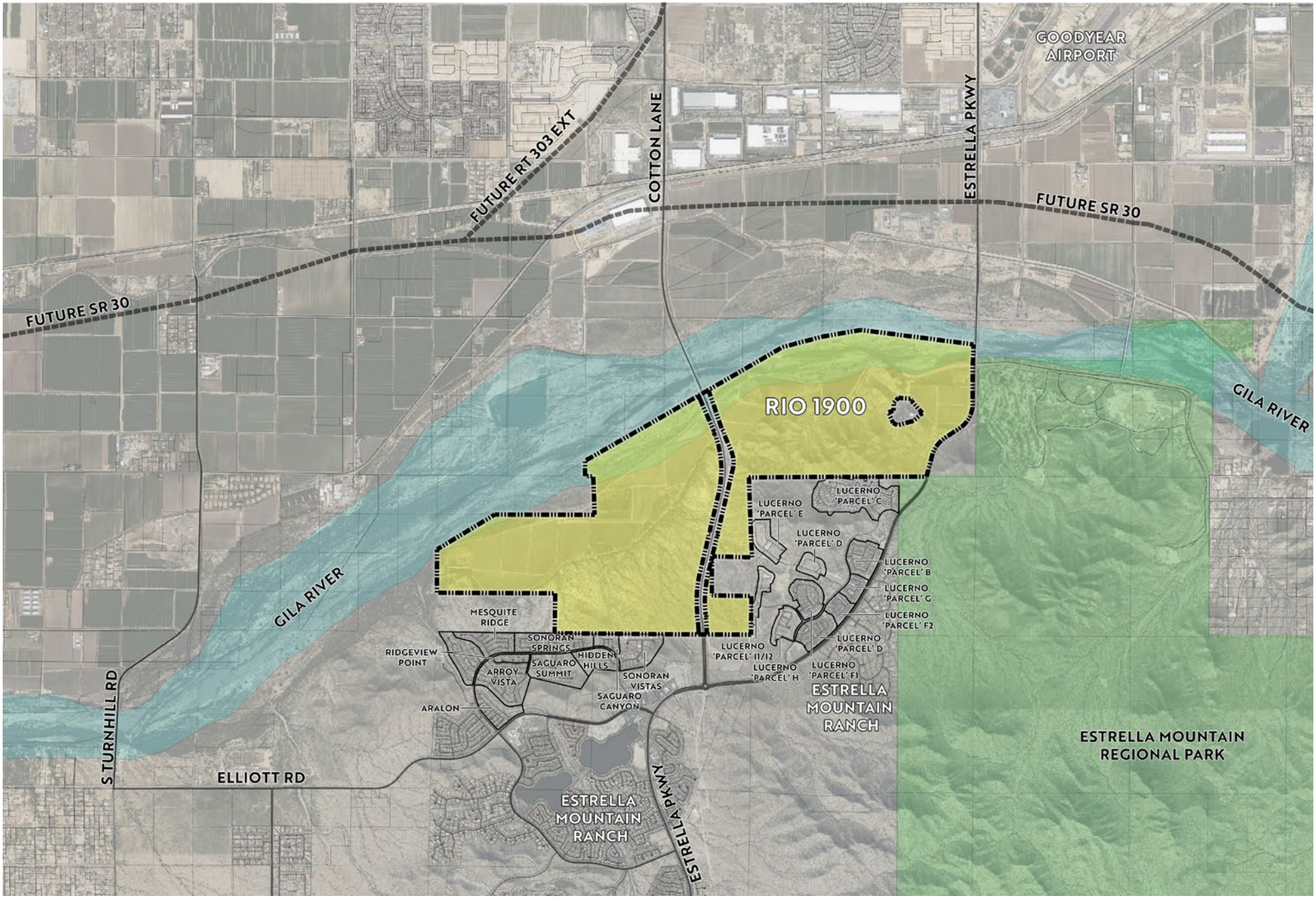


EXHIBIT 1: **VICINITY MAP**

2. SITE & CONTEXT

2.1 Site Description and Location

The Rio 1900 property is comprised of approximately 1,940.1 gross acres and is located along the southern bank of the Gila River. The Site generally extends east to west from Estrella Parkway across Cotton Lane to the alignment of 187th Avenue, and north to south from the Gila River to the existing Estrella Mountain Ranch community.

It should be noted there is approximately 80-acres of Arizona State Trust Land within 2 separate 40-acre parcels located west of Cotton Lane that are included with the property to be rezoned. See Exhibit 1, Vicinity Map for the location of the Site and surrounding area. Table 1 provides the parcel numbers located within the Rio 1900 property.

Table 1: Rio 1900 Parcels

400-03-	017, 005B, 005A, 015, 016, 007D, 007C, 006, 001R, 001Q, 001S, 002C, 001U, 001T
400-04-	006E, 006F, 005D, 003C, 009C, 008C, 007D,
500-85-	004B, 004E, 004H, 004G, 005F, 001, 004D, 005G, 005B, 002C, 002E,003H, 003G,
500-86-	003G, 001V, 001Y, 002N, 002H, 002M, 001X, 003E, 003D, 002K, 001T, 001R,
502-59-	007A
State Land Owned Parcels	40-acre square parcel located between parcels 400-03-006 and 400-04-006F 40-acre square parcels located west of parcel 400-03-002C

NOTE: The Applicant and Property Owner have initiated the process for the sale of the 2 State Land-owned parcels with the ASLD and anticipate purchasing both parcels at the auction.



VIEW FROM SITE, SHOWING PROXIMITY TO ESTREALLA MOUNTAIN PARK

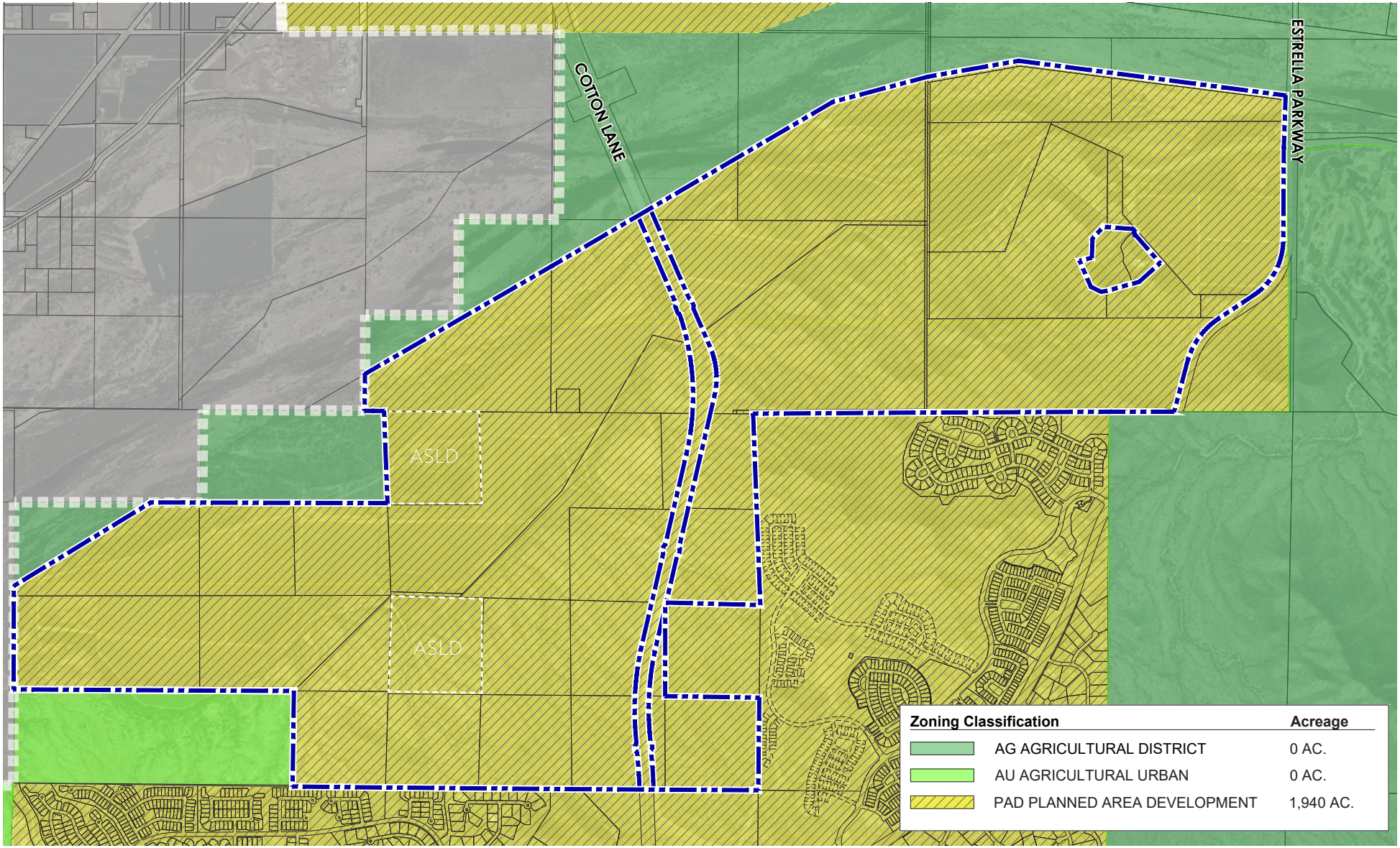


EXHIBIT 2: EXISTING ZONING

2.2 Existing Zoning

The Site is currently zoned King Ranch PAD. See Exhibit 2, Existing Zoning Map, for the overall PAD zoning on the property.

The existing King Ranch PAD includes approximately 1,996 +/- acres and permits a mix of various types of land uses including residential, commercial, a community center, open space, and roadway right-of-way. While residential units are permitted throughout most areas of the Site, commercial uses are generally located adjacent to Cotton Lane and Estrella Parkway due to the greatest visibility and access. Open space includes a mix of the Gila River floodway, drainage corridors, steep slopes, and other natural and improved open space throughout the property. The remainder of the Site includes Public/quasi-public uses and major rights-of-way, including Cotton Lane and Estrella Parkway.

2.3 Cotton Lane Bridge Repayment Agreement

In 2005 City Council adopted Resolution 2005-997 approving the "Goodyear King Ranch Development Agreement". The Goodyear King Ranch Development Agreement was amended three times, (Res. 2006-1069, Res. 2006-1080, Res. 2007-1173) and thereafter terminated. A new "King Ranch Development Agreement" was agreed upon and adopted by City Council in 2023 (Res. 2023-2330).

Among other things, the King Ranch Development Agreement outlines terms for an approximate $16 million payment for a portion of the cost of constructing the Cotton Lane Bridge. Under the terms of the King Ranch Development Agreement, the owner of the Site will remit a $4,000 fee for each building permit until the obligation is satisfied. However, it may be coordinated between the City and the developer that certain public recreational amenities be provided by the Rio 1900 master developer and dedicated to the City. In such cases, the value of the land conveyed to the City and the cost incurred by the owner in constructing recreational facilities on the Site can be used to satisfy the $4,000 per building permit fee.

2.4 Existing Site Conditions

2.4.a. Existing Site Topography

The Site consists of a variety of topographic conditions including rugged or steep natural hillside areas in the eastern and southeastern portion of the Site. This terrain transitions towards the north and to the west of Cotton Lane to rolling foothills and natural desert topography. The natural desert areas transition to relatively flat agricultural fields which extend to the southern bank of the Gila River. See Exhibit 3, Topography and Drainage Map for the general topography on the property.

2.4.b. Existing & Surrounding Land Uses

Approximately 550 acres of the Site are currently being used for farming purposes. Decades ago, farmers observed the advantage of the relatively flat stretch of land along the Gila River which is lower in elevation than the foothills to the southeast. Over the years, washes were modified, and ditches were created to better convey water across the fields and into the Gila River. With the exception of these agricultural changes to the land, the remainder of the Site is vacant, natural desert. There is an exception parcel located in the eastern portion of the Site near Estrella Parkway. This exception parcel includes a single-family home. The original King Ranch PAD appears to have included this parcel; however, it is now desired to preserve this homestead and not include it in the proposed Rio 1900 PAD rezoning. The following table identifies the current land uses and existing zoning designations of the Site and surrounding areas.

Table 2: Surrounding Land Uses & Zoning

Area	Current Land Use	Exiting Zoning
Site	Agricultural, undeveloped/vacant, natural desert	PAD (King Ranch) AG (Agriculture)
North	Gila River	AU (Agriculture Urban)
South	Undeveloped, Residential	AU (Agriculture Urban) PAD (Estrella Mountain Ranch)
East	Tres Rios Golf Club Undeveloped Residential	AG (Agriculture) PAD (Estrella Mountain Ranch)
West	Gila River	AU (Agriculture Urban)

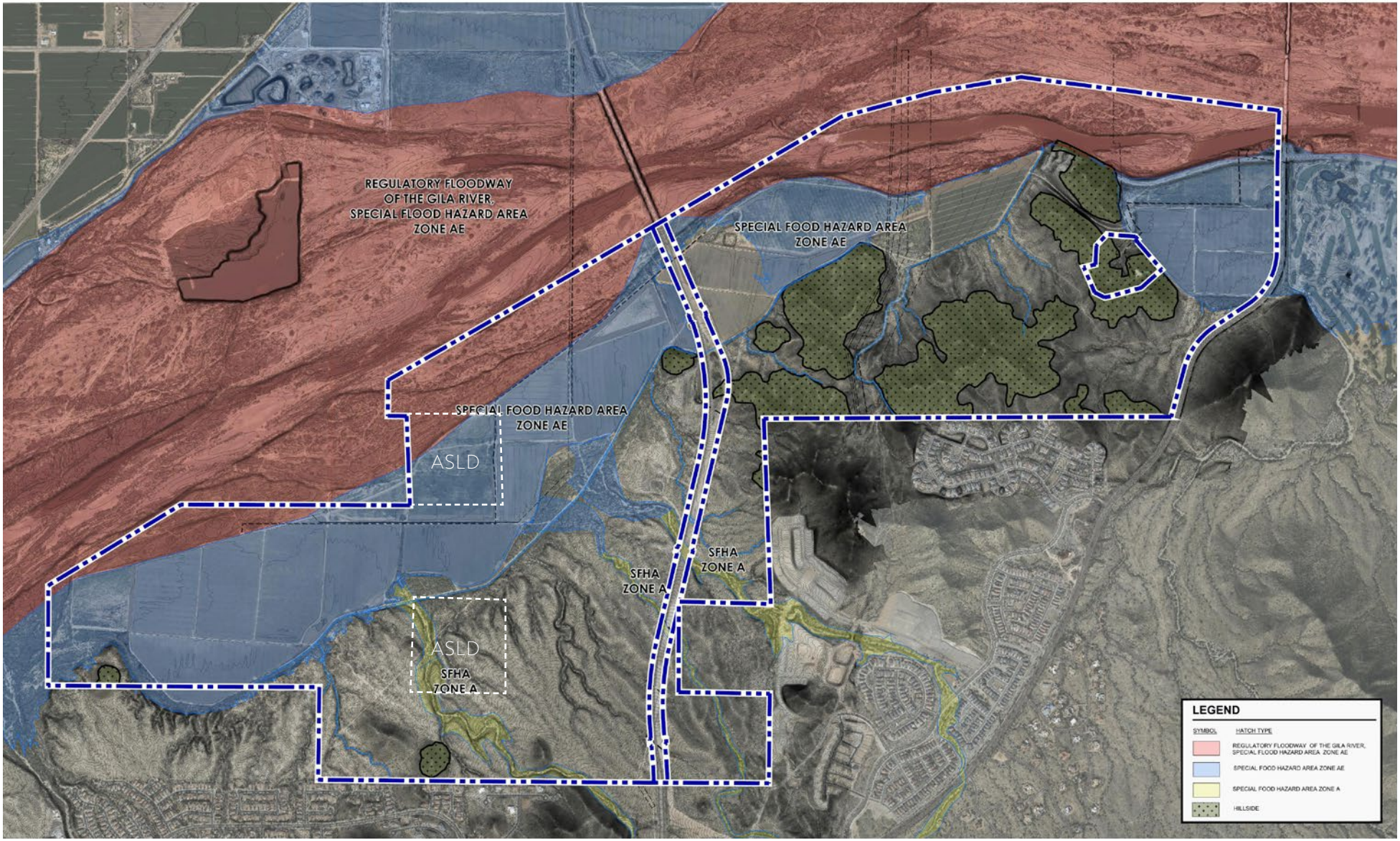


EXHIBIT 3: TOPOGRAPHY AND DRAINAGE MAP

2.4.c. Transportation

The Site is bisected by Cotton Lane which is currently improved with 1 lane for vehicular traffic in each direction. To the north of the Site, where Cotton Lane crosses the Gila River with a fully improved bridge structure allowing 3 lanes of traffic in each direction; it currently provides 2 lanes of traffic in each direction, with bike lanes and sidewalks.

To the east, the Site is adjacent to Estrella Parkway which consists of 2 lanes of vehicular traffic in each direction separated by a center landscaped median. There is also an unimproved asphalt and gravel road that provides access to a house on an exception parcel west of Estrella Parkway. No other transportation improvements are provided on the Site, other than unimproved dirt roads.



VIEW OF COTTON LANE, LOOKING SOUTH

2.4.d. Gila River / Floodway and Floodplain

As shown on Exhibit 3: Topography & Drainage Map, portions of the Site are located within the Special Flood Hazard Area within Zone A, Zone AE, and the Regulatory Floodway of the Gila River. The Special Flood Hazard Area is a floodplain that is subject to a 1% or greater chance of flooding in any given year. A Regulatory Floodway includes the channel of a river or other watercourse, and the adjacent land areas must be reserved in order to discharge the base flood waters without cumulatively increasing the water surface elevation more than the designated height.

Within Zones A and AE residential uses and non-residential uses such as commercial and employment may be constructed so long as they are constructed in compliance with Chapter 16 of the City of Goodyear Code of Ordinances, Flood Damage Prevention which includes elevating structures and substantial improvements above the base flood elevation and meeting other flood proofing requirements.

In addition to the Gila River, other natural drainage flows impact the Site from the south and will need to be conveyed north through the Site to the river. Three of these larger flow paths are designated as Flood Zone A. Conveyance of these flows may be maintained in the natural wash form or routed through alternate paths through the Site to aid in the layout and development of the property. Altered paths may be accomplished by, but not limited to, regrading of the washes in specific locations or capturing flows in collection basins and routing the water through more engineered channels.

2.4. e. Utilities, Infrastructure, and Easements

The Site is encumbered by a variety of existing utilities and/or easements. The biggest being the overhead transmission lines which provide major power infrastructure for the region. These easements are located approximately ½ mile east of Cotton Lane and extend in a north/south direction across the Site. These are located within an approximate 400-foot easement through a portion of the property.

In addition to the large electrical transmission corridor there are smaller easements scattered throughout the property for various uses including electric, gas, and roadway/access easements. Cotton Lane improvements include a regional waterline, communications lines (fiber optic), and a gas line.

A water main exists within Cotton Lane which connects the community to the south to the City's system to the south. There are no water or sewer facilities onsite.

The eastern edge of the Site fronts on Estrella Parkway. A 65' half street has already been dedicated, with the intent for an additional 10' of right-of-way being dedicated in the future for ultimate buildout of the roadway. There is currently one 2 lane bridge which crosses the river. The City is in early stages of design for the expansion to add a 3 lane bridge and to expand the existing bridge by adding another lane to bring this location to its ultimate buildout from the intersection of Vineyard Avenue north across the river. This effort will include a partial improvement along the northeast corner of the property to achieve the full buildout 6 lane condition at the intersection and as the road continues south it will taper down to the existing 4 lane with median condition which currently exists along the property's frontage.

There are existing utilities within the Estrella Parkway right-of-way, including a regional water main, electric and various communication lines.

The water mains noted within Cotton Lane and Estrella Parkway connect the Estrella community to the City of Goodyear's Pressure Zone 1 South. This project will connect to these existing lines to bolster the system. There are no existing water or sewer facilities on the property outside of these roadways.



EXISTING OVERHEAD UTILITY LINES

2.5 City of Goodyear's 2035 General Plan

2.5.a. Land Use

The Land Use and Transportation Plan included in the City of Goodyear's 2035 General Plan designates the Site primarily as Neighborhood (1,718 acres) and Open Space (222 acres). The Aggregate Mining Overlay and Farm Focus Area additionally overlap approximately 261 acres of the Site along the Gila River.

The Neighborhood land use designation identifies areas where growth and development of residential neighborhoods with a wide range of densities and housing products are supported. Non-residential neighborhood-supporting uses such as commercial uses, parks, schools, or civic uses are also allowed for within this land use designation. Residential density up to 18 dwelling units per acre (du/ac) is supported in areas located next to arterial roadways, commercial areas, or community or regional parks and where it serves as a density transition.

Lands designated as Open Space, which are located within and adjacent to the Gila River, are encouraged to be used as outdoor recreation uses that are appropriate for surrounding land uses. Supportive commercial uses such as commercial horse stables or restaurants/shops within a regional park are also supported by the General Plan. Separate from recreational uses, per Arizona Revised Statutes, open space designated areas may be developed with up to 1 dwelling unit per acre where appropriate.

Land use designations surrounding the Site include Open Space, Aggregate Mining Overlay, and Farm Focus Area as part of the Gila River to the north and west of the Site, Neighborhoods, Open Space, and Regional County Parks to the east, and Neighborhoods and a small area of Open Space to the south. See Exhibit 4, City of Goodyear General Plan Land Use Map for a map of the Goodyear General Plan 2035 Land Use Designations within and surrounding the property.

2.5.b. Transportation

The Land Use and Transportation Map of the General Plan identifies 6 roadway classifications for the general circulation within the City of Goodyear. The Site has frontage on 2 roadways classified by this map, Cotton Lane and Estrella Parkway. Additionally, there are 2 future regional roadways, the future Loop 303 and State Route 30, that will influence the future transportation within the vicinity of the property.

Cotton Lane is classified as a Major Arterial.
Major Arterials are designed for vehicular mobility over moderate lengths. A major arterial comprises 6 lanes, 2 bike lanes and 2 detached sidewalks, a raised center median, and landscape tracts.

Estrella Parkway is classified as a Scenic Arterial.
Scenic Arterials use landscaped medians and landscaped tracts within building setbacks to create an inviting natural environment. These arterials are planned to consist of 4 to 6 vehicle lanes as well as bike lanes and detached sidewalks.

Future Loop 303: The Loop 303 currently runs north of I-10 with a short leg south of I-10, currently terminating at Van Buren Street. The Loop will extend along the Cotton Lane alignment until Lower Buckeye Road, where it will veer west to connect with MC-85 north of Southern Road. Ultimately, it will cross the Gila River and continue south approximately 2-miles west of Rio 1900's western boundary, eventually connecting to the Future Interstate 11 several miles to the south.

State Route 30: Located north of Rio 1900 and the Gila River, SR-30 will provide a reliever to Interstate 10, providing an alternative east/west corridor within Goodyear, and connecting Buckeye, Goodyear, Avondale, and Phoenix, terminating at the Loop 202 near 63rd Avenue. This freeway will benefit the property long-term with an additional high-capacity transportation corridor within the area.

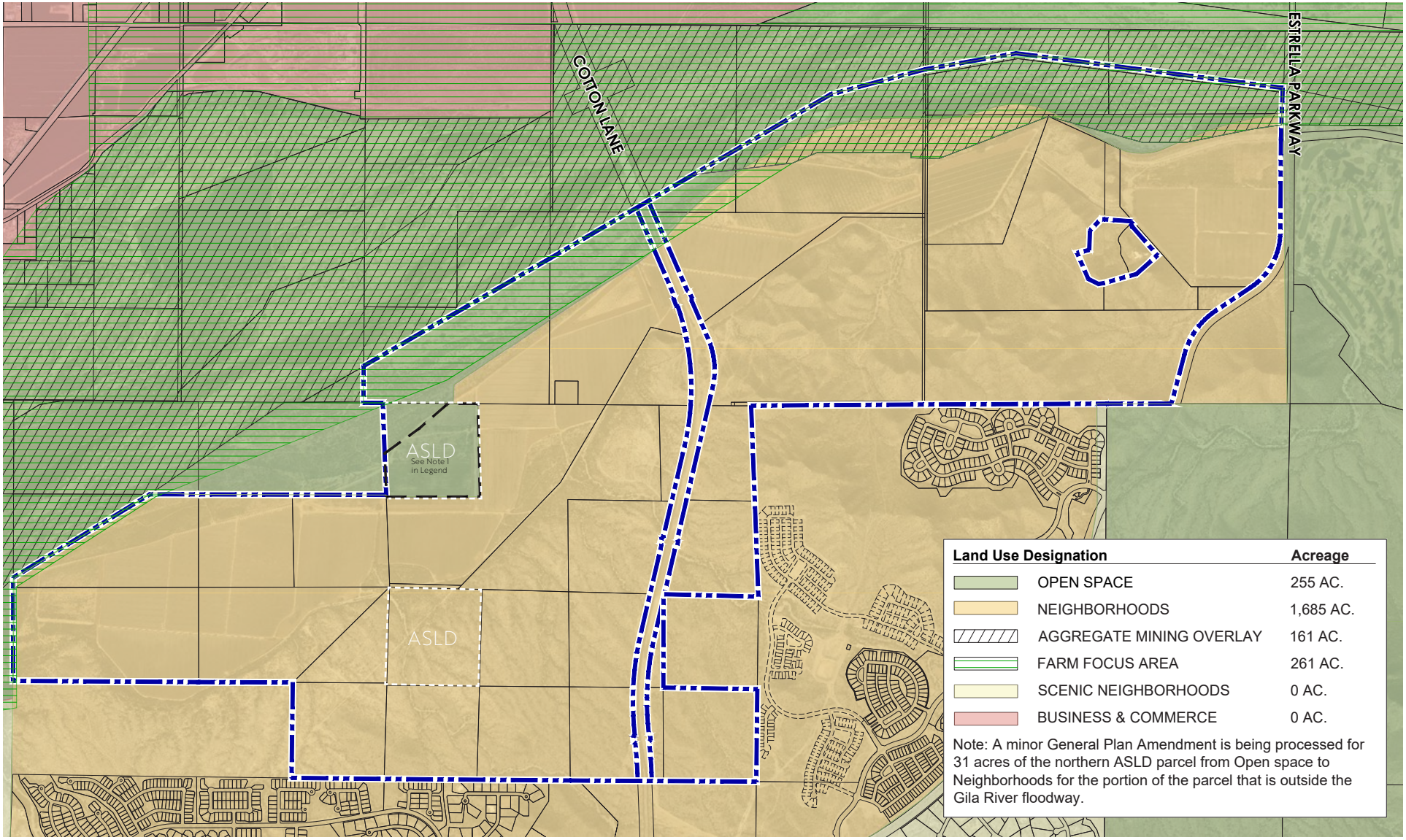
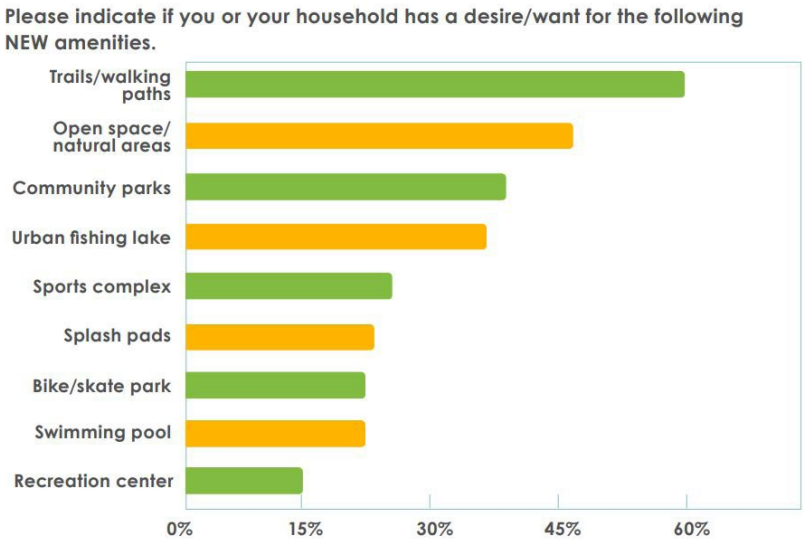


EXHIBIT 4: CITY OF GOODYEAR GENERAL PLAN LAND USE MAP

2.6 City of Goodyear's Parks & Recreation Master Plan

The City of Goodyear Parks and Recreation Master Plan 2023 (PRMP) "Goodyear Game Plan" is a long-range strategic document that plans for the creation and maintenance of City of Goodyear parks, recreation programs, trails, and other open space assets.

As part of developing the PRMP, a tremendous amount of input was collected from Goodyear residents on what types of open spaces are most valued. This input showed that residents most value a safe and well-connected trail system. Residents desire new trails/walking paths as well as open spaces/natural areas as the most highly rated amenity, with new community parks, sports complexes, splash pads, bike/skate parks, swimming pools, and recreation centers also included on the list (See table below from the PRMP).



GOODYEAR GAME PLAN PARKS AND RECREATION MASTER PLAN, PG. 70

The PRMP organizes open spaces into 5 Park Classifications: Neighborhood, Community, Regional, Specialty, and Greenways/Linear Parks. The Existing Facility Inventory exhibit shows that the majority of these parks are located north of the Gila River with only the Foothills Community Park located south of the Gila River.

While the PRMP does not identify specific locations for future parks, as shown in the referenced table below, it provides proximity guidelines for how close residential areas should be to each park type:

Park Type	Walk/Bike Service Area	Drive Time Service Area
Neighborhood	10-minute walk/bike time	Less than 10 minutes
Community	10-20-minute walk/bike time	10-20 minutes
Regional	>30-minute walk/bike time	30-60 minutes
Sports Complex	>30-minute walk/bike time	30-60 minutes
Special Use	>20-minute walk/bike time	20-40 minutes
Linear Park/Greenway	10-20-minute walk/bike time	10-20 minutes
Open Space/Conservation Park	>30-minute walk/bike time	30-60 minutes

GOODYEAR GAME PLAN PARKS AND RECREATION MASTER PLAN, PG. 104

The PRMP anticipates that the majority of future parks will be provided as part of the private developments and will be maintained by private HOAs. However, it is anticipated that the Community Park proposed within Rio 1900 will be dedicated to the City of Goodyear upon completion.

2.7 El Rio Design Guidelines and Planning Standards

The Gila River is an important river corridor that extends across the majority of Arizona. To protect this unique natural asset, Goodyear, Avondale, Buckeye, Maricopa County, and the Flood Control District of Maricopa County worked together to create The El Rio Guidelines and Planning Standards.

The plan identifies 5 overall themes for the corridor:

1. Restore and maintain natural functions with the river corridor as a riparian buffer.
2. Focus on multi-use facilities and functions.
3. Maintain, enhance, or mitigated flood control elements.
4. Focus on public/private partnerships.
5. Link functional compatibility outside the riparian habitat limits.

El Rio - Trail, Trailheads, and Overlooks Map

This map recommends development of El Rio Trail along the Gila River and the El Rio River Trail within the Gila River. It also guides for a trailhead and overlook to be provided east of Cotton Lane.

Edge Treatment Design Guidelines

The El Rio Design Guidelines and Standards recommend that properties adjacent to the Gila River should follow Edge Treatment Design Guidelines that aim to preserve 60% of the edge of the floodway as "open." Within the "open" 60% of the edge, less apparent improvements are supported such as parks, paseos, municipal facilities, or single-loaded streets. For the remaining 40% of the edge, guidelines pertaining to landscaping, building height, walls, grading, roadway design, and building placement are provided to transition development intensity away from the river.



VIEW OF GILA RIVER FROM THE EL RIO DESIGN GUIDELINES AND PLANNING STANDARDS

3. PAD AND LAND USE FRAMEWORK

The overall PAD and land use framework for Rio 1900 provides for a layered approach to development, including 7 different Land Use Character Areas (LUCA), each with a unique and compatible mix of land uses and zoning district options designed to encourage a flexible, dynamic, and walkable community master plan.

The PAD includes the following LUCAs: Commercial Activity Center, primarily adjacent to Estrella Parkway and Cotton Lane; three residential character areas of varying densities, including Estate Residential, Village Neighborhood, and Urban Neighborhood; a Civic Use Character Area; an Open Space Character Area; and a Resort Character Area. Within each LUCA is a series of PAD Zoning District options that are permitted. The PAD also provides development standards within certain LUCAs to ensure a broad mix of uses and densities are provided within the Rio 1900 master planned development.

For example, the Urban Neighborhood LUCA overlaps with the Commercial Activity Center LUCA, but a minimum of 25 acres of the Commercial Activity Center LUCA must develop using the various commercial zoning district development standards and uses. These and other regulations are further defined throughout this document.

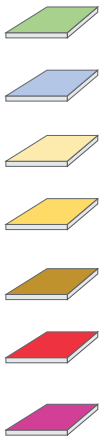
The following sections provide a summary of the overall PAD framework, including a description of each LUCA, the PAD zoning districts that are permitted within each, permitted uses, development standards and regulations applicable to each LUCA to ensure an appropriate mix of residential densities and product types are provided.

3.1 Land Use Character Area (LUCA)

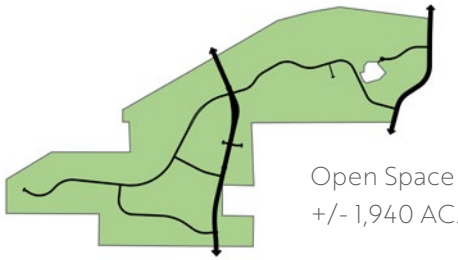
As mentioned, Rio 1900 includes 7 LUCAs that establish the framework for a comprehensive and flexible community plan that incorporates and celebrates the relationship with the Gila River, encourages walkability and connectivity, and provides for a diverse range of land uses.

This includes a broad spectrum of residential opportunities, commercial and retail services, employment, recreation and trails, civic uses such as education, religious facilities and public facilities, and natural open space. The Rio 1900 LUCA framework will provide a blueprint for the entire community to grow and evolve over time.

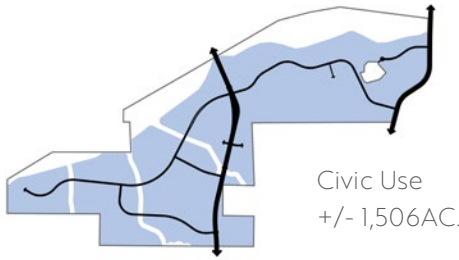
The 7 LUCAs are listed below and shown on the following page:



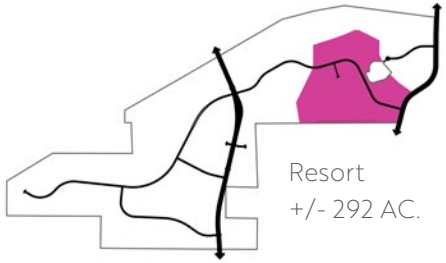
1. Open Space
2. Civic Use
3. Estate Residential
4. Village Neighborhood
5. Urban Neighborhood
6. Commercial Activity Center
7. Resort



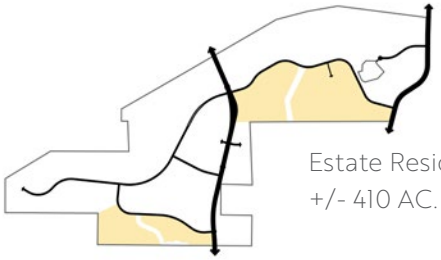
Open Space
+/- 1,940 AC.



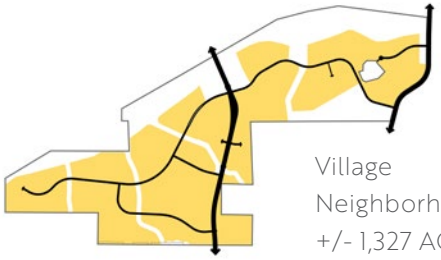
Civic Use
+/- 1,506AC.



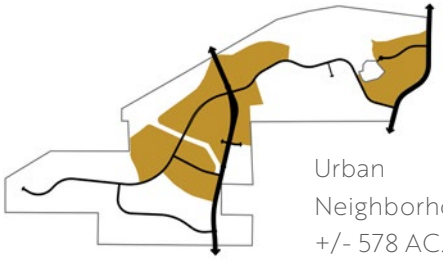
Resort
+/- 292 AC.



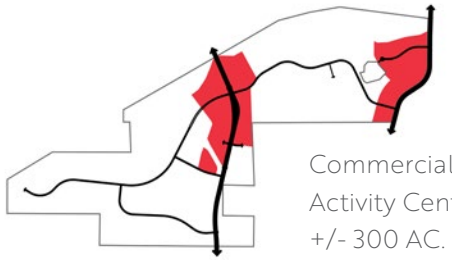
Estate Residential
+/- 410 AC.



Village
Neighborhood
+/- 1,327 AC.



Urban
Neighborhood
+/- 578 AC.



Commercial
Activity Center
+/- 300 AC.

EXHIBIT5: LAND USE CHARACTER AREA (LUCA) MAPS

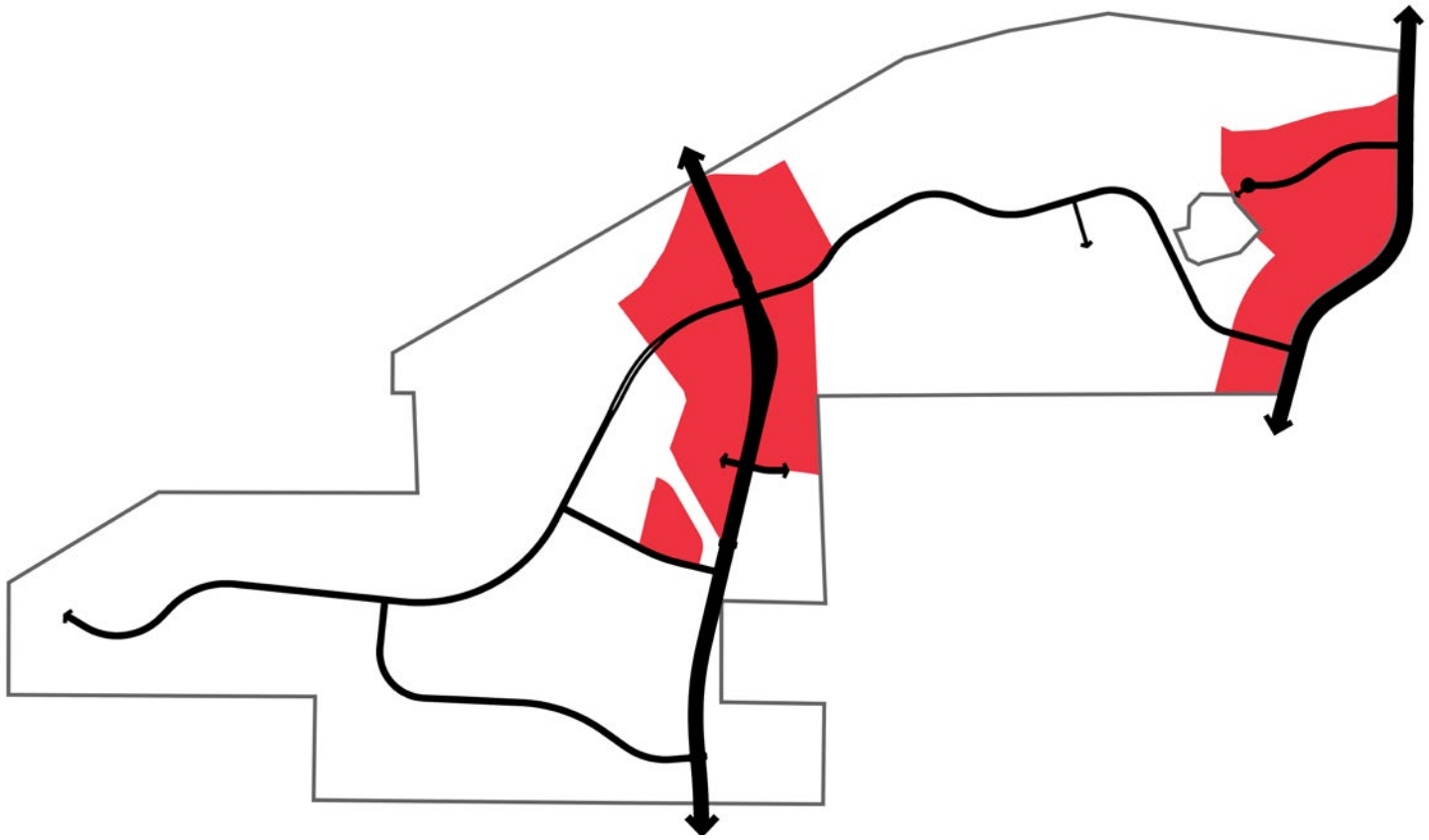
3.1.a. Commercial Activity Center Character Area (CAC)

The CAC Character Area is the most intense character area within Rio 1900 and is generally located adjacent to the primary transportation corridors within the development, including Estrella Parkway and Cotton Lane.

These areas will serve as the primary activity centers within the community and may serve not only Rio 1900, but other surrounding communities within the area. The CAC will provide opportunities for a variety of commercial and retail services, offices and employment uses, and medical facilities with the highest level of visibility and regional access to major transportation corridors.

The CAC will also provide connectivity to Urban and Village Neighborhoods, open spaces and trail corridors within and adjacent to Rio 1900, promoting alternative modes of transportation for access to a variety of goods and services within the development.

In order to ensure a minimum amount of non-residential land uses are provided within this character area, a minimum of 25 acres within the CAC LUCA must be developed using the C-O PAD, C-1 PAD and/or C-2 PAD Zoning Districts.



SIZE:
+/- 300 AC

ZONING PERMITTED:
C-0 PAD, C-1 PAD, C-2 PAC

LUCA LOCATION:
Located along primary transportation corridors Estrella Parkway and Cotton Lane

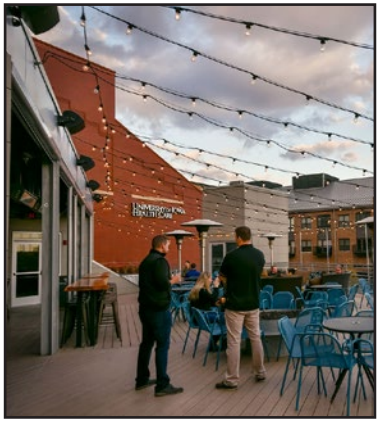
Commercial Activity Center Conceptual Character Imagery















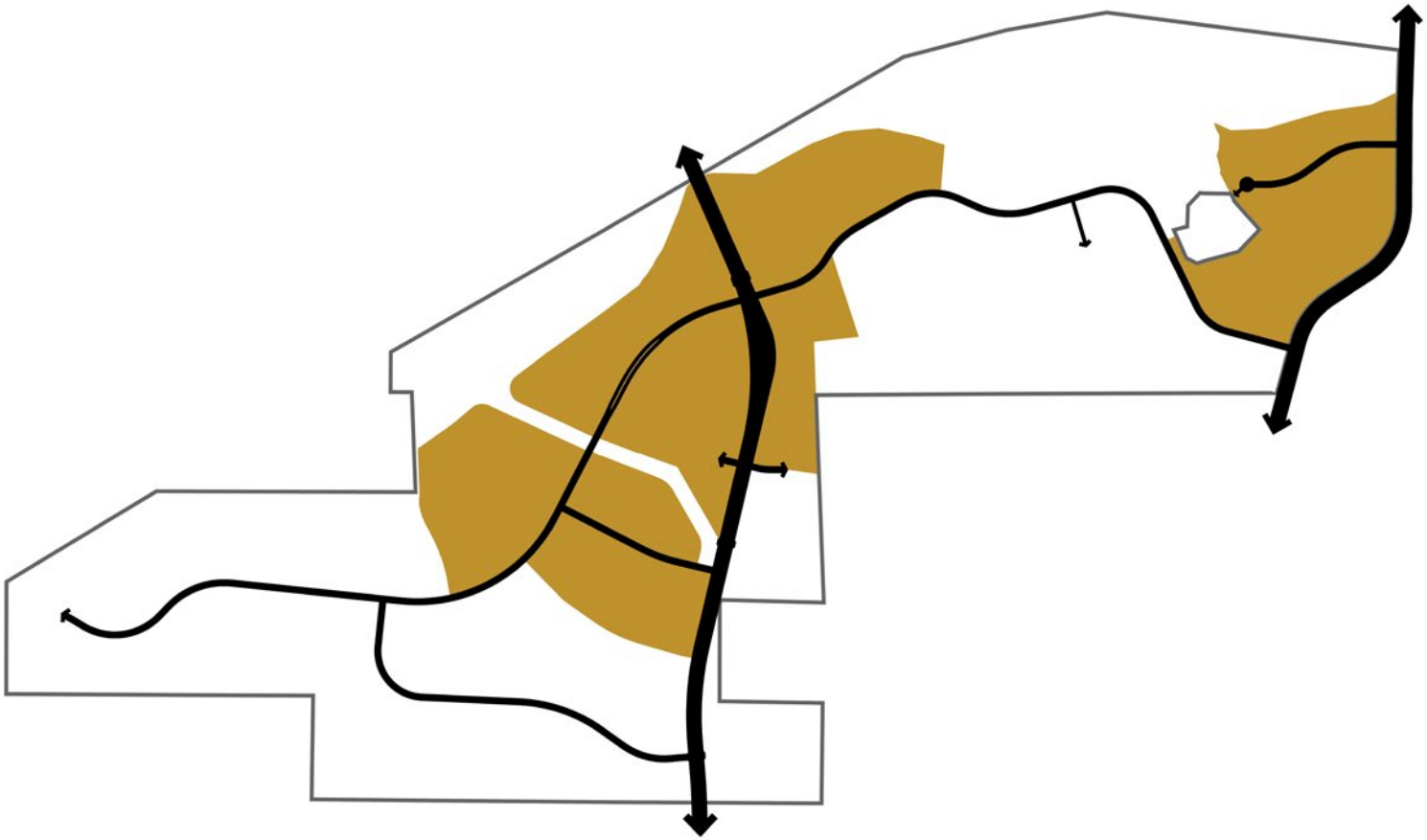




3.1.b. Urban Neighborhood Character Area (UN)

The UN Character Area allows for the highest density residential uses within the development, allowing for more urban development within close proximity to the major transportation corridors and urban services. This Character Area overlaps with and expands upon the CAC to provide for more intense, higher density housing options near commercial and employment services. This LUCA includes High Density Residential (HDR) land use character areas that are envisioned to include zoning districts such as MF-12 PAD, MF-18 PAD, and MF-24 PAD.

The UN designation is intended to provide for higher-density urban-style living, where residential uses are more compact and closer to community-scaled shopping, dining, and employment uses in a pedestrian-oriented environment. Typical uses within this Character Area may include small lot single-family attached and detached residential, multi-family residential, townhomes, condominiums, and build-to-rent communities.



SIZE:
+/- 578 AC

ZONING PERMITTED:
MF-12 PAD, MF-18 PAD,
MF-24 PAD

LUCA LOCATION:
Located along primary transportation corridors Estrella Parkway and Cotton Lane and some internal collector roads

Urban Neighborhood Conceptual Imagery









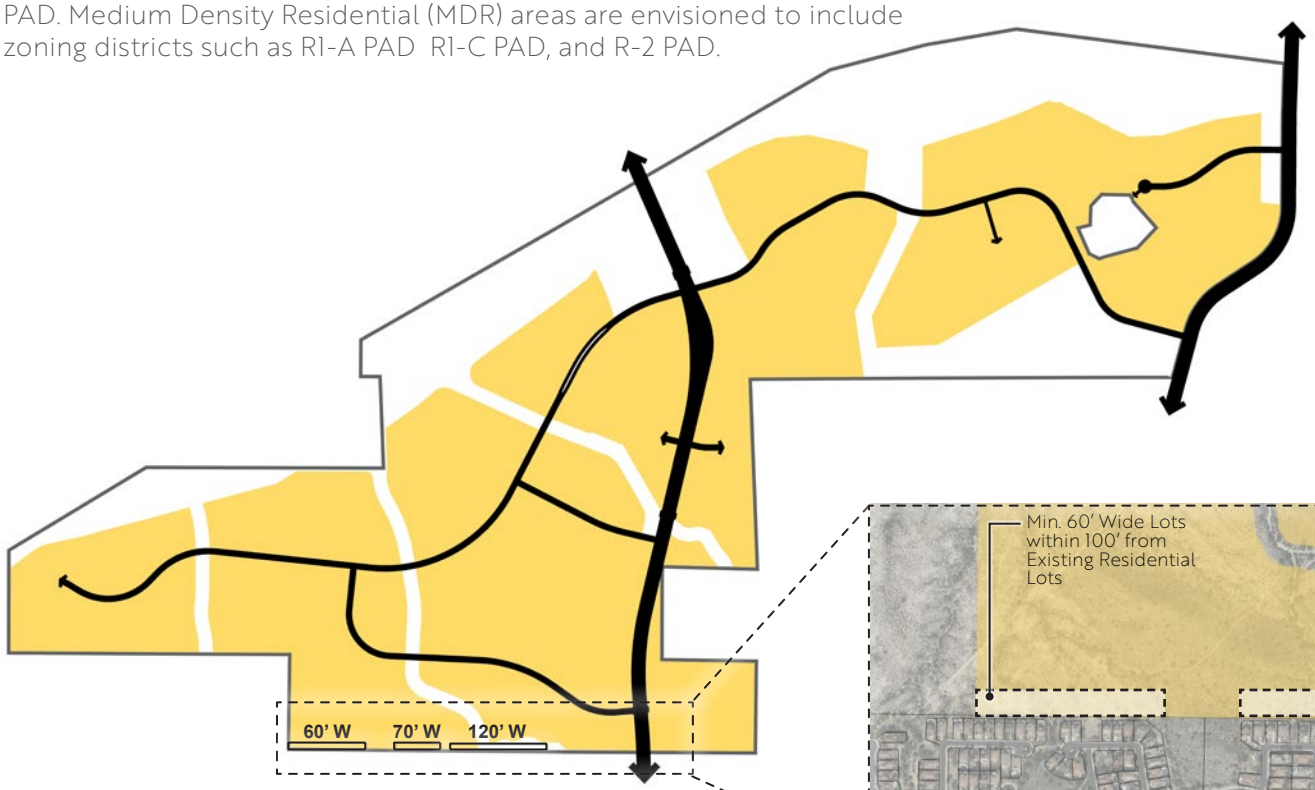


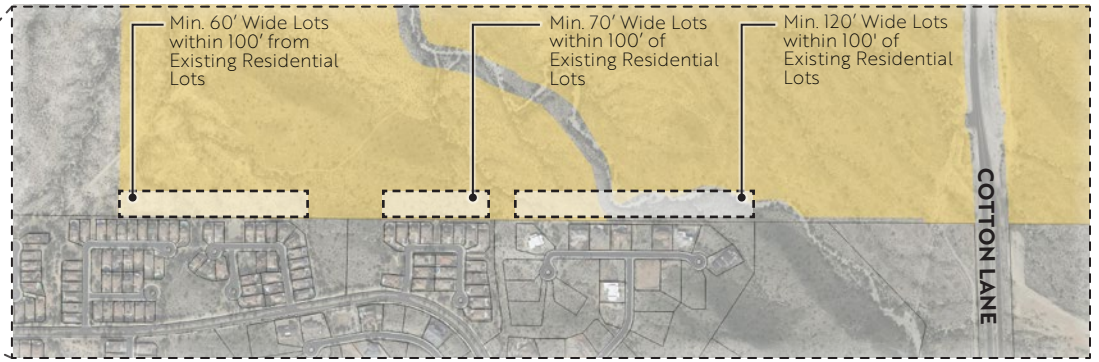
3.1.c. Village Neighborhood Character Area (VN)

This Character Area designation is the primary single-family residential category within the property and allows for a variety of low to medium density residential development. Village Neighborhoods are allowed in most areas of the property except within the Gila River Floodway, some commercial areas adjacent to Estrella Parkway and Cotton Lane, the primary wash corridors, some steep-sloped areas, and the large utility easement east of Cotton Lane.

Development within the VN designation will vary in size, character, and product types, and will incorporate parks, trails, schools, and/or other active and passive amenities, encouraging walkability and connectivity throughout the community. Single Family Residential (SFR) areas are envisioned to include zoning districts such as R1-7 PAD, R1-6 PAD, and R1-4 PAD. Medium Density Residential (MDR) areas are envisioned to include zoning districts such as R1-A PAD R1-C PAD, and R-2 PAD.

Since this is the largest LUCA and covers a large portion of the property, a minimum of 4 lot sizes with lot widths at least 5' apart and a minimum of 2 different zoning districts must be used within the overall VN Character Area at full build-out to ensure a variety and diversity of product types are provided. If only 4 total lot sizes are provided, each lot size shall provide for at least 15% of the total number of lots. If 5 or more lot sizes are provided, the 15% standard shall not apply. This will be self-regulated by the developer as the project is built out over time.





SIZE:
+/-1,327 AC

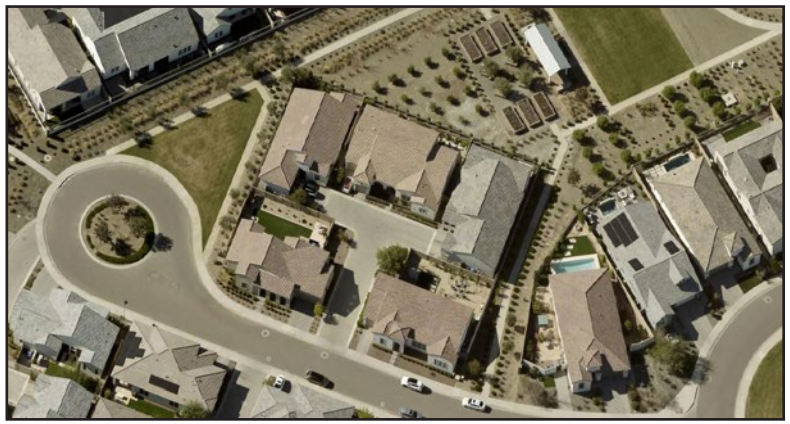
ZONING PERMITTED:
R1-7 PAD, R1-6 PAD, R1-4 PAD, R1-C PAD, R1-A PAD, R-2 PAD

LUCA LOCATION:
Most of the property except for the Gila River, some commercial areas adjacent to Cotton Lane and Estrella Parkway, and designated wash corridors, some steep-sloped areas, and power line easements.

Village Neighborhood Conceptual Character Imagery





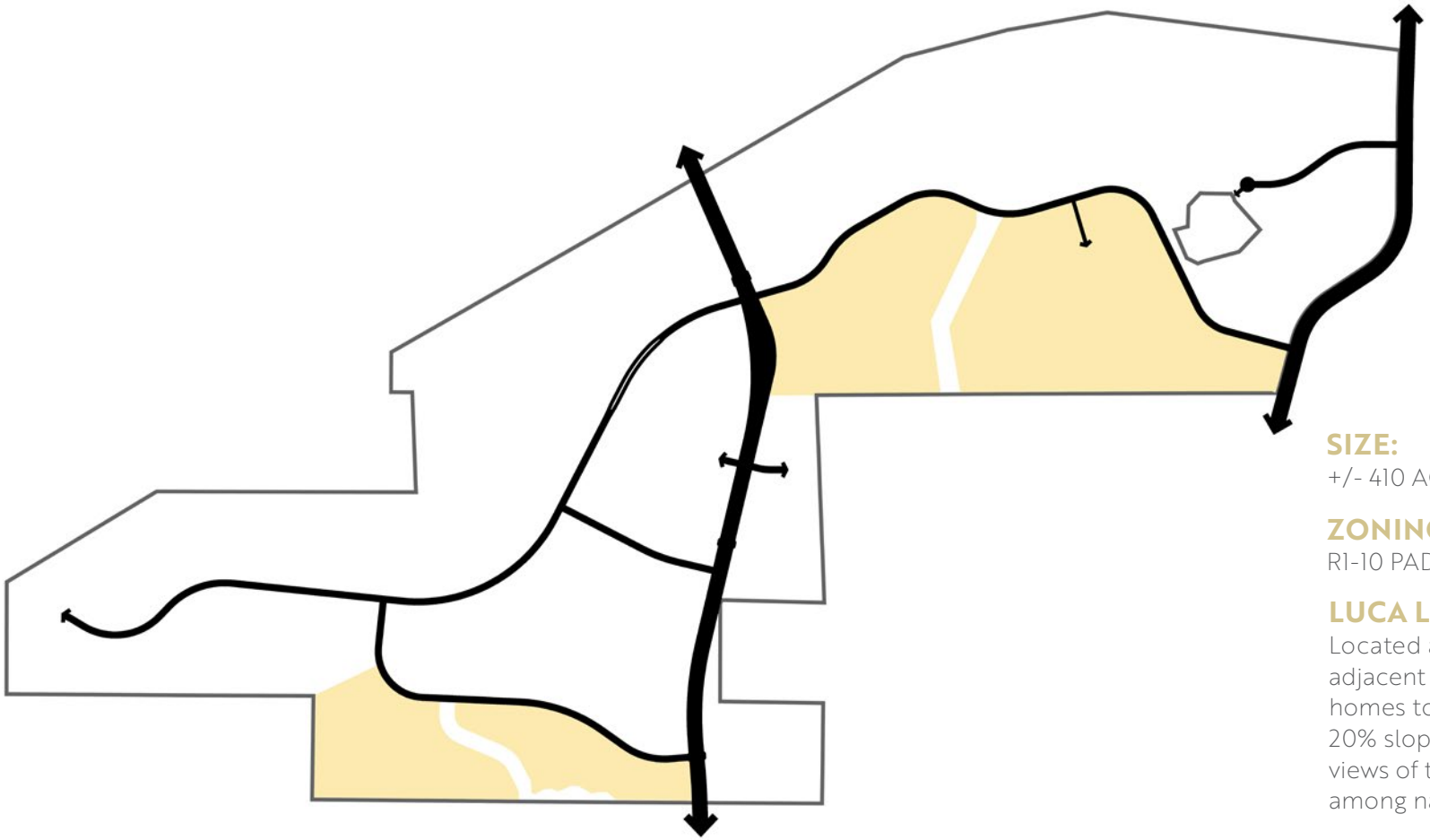






3.1.d. Estate Residential Character Area (ER)

The ER Character Area is the lowest density residential designation within the project and is primarily located in the steeper hillside areas of the project, where larger lot, lower density is most appropriate. This Character Area allows for larger lot single-family residential and executive housing, while preserving portions of the regulated hillside areas. The ER Character Area Low Density Residential (LDR) areas and are envisioned to have R1-10 PAD and AU PAD zoning districts.

A minimum of 100 acres of the ER LUCA must be developed using the AU PAD or R1-10 PAD zoning districts. If a Resort is developed within the Resort LUCA where it overlaps with the Estate Residential LUCA, this minimum requirement of 100 acres shall be reduced commensurate to the size of the resort development.



SIZE:
+/- 410 AC

ZONING PERMITTED:
R1-10 PAD, AU PAD

LUCA LOCATION:
Located along the foothills, adjacent to existing single family homes to the south, and within the 20% slope area allowing for pristine views of the community and nestled among natural desert spaces

Estate Residential Conceptual Character Imagery



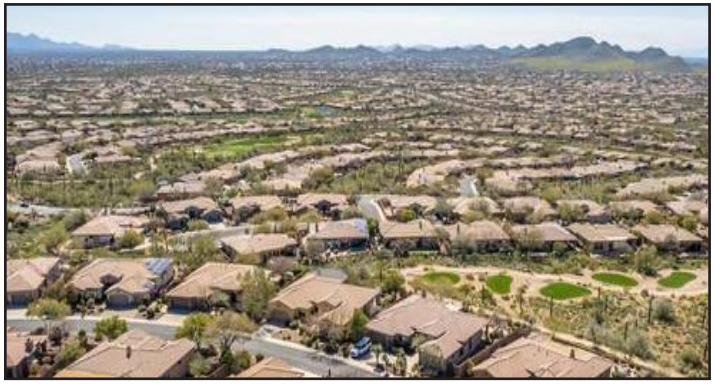










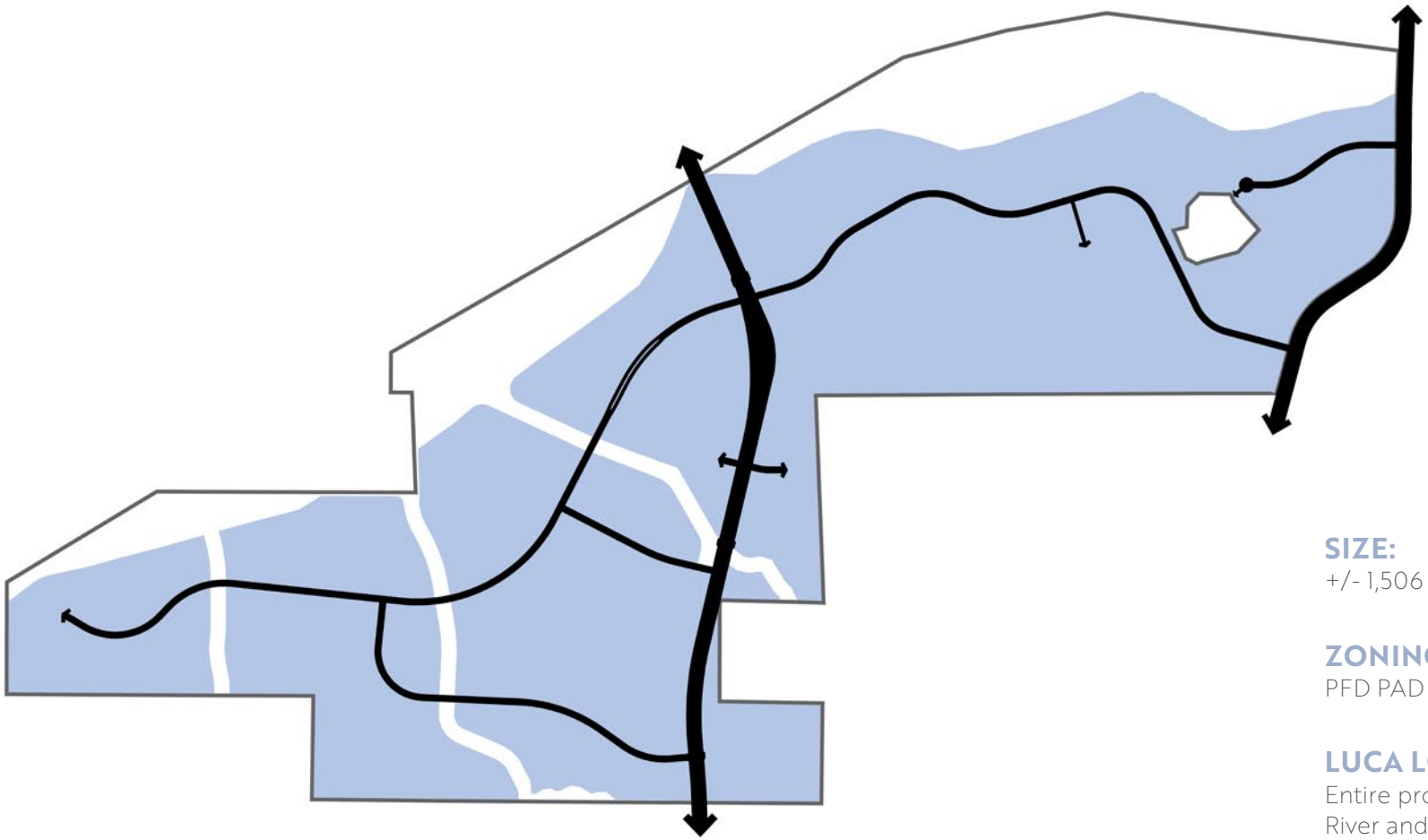






3.1.e. Civic Use Character Area (CU)

The CU Character Area includes all civic and public facilities, including schools, community centers, fire stations, churches, utilities and infrastructure facilities, and other public and private uses that benefit the community. This designation occurs everywhere except within the Gila River Floodway and primary drainage corridors.



SIZE:
+/- 1,506 AC

ZONING PERMITTED:
PFD PAD

LUCA LOCATION:
Entire property area except the Gila River and designated wash corridors

Civic Use Conceptual Character Imagery















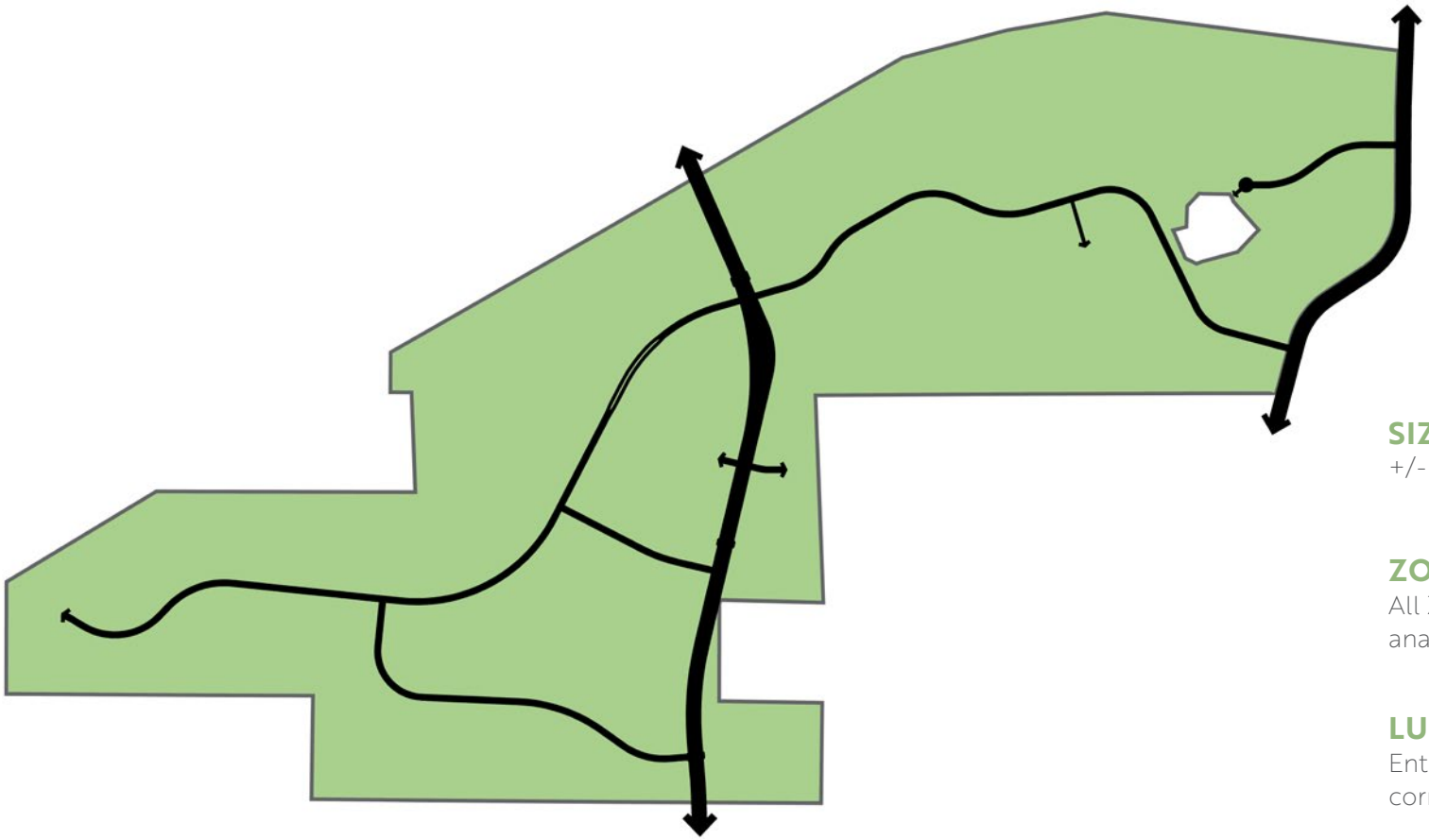




3.1.f. Open Space Character Area (OS)

The OS Character Area includes the entire property, and may consist of the Gila River floodway, steep hillside areas, natural open spaces, drainage corridors, community parks, trails, passive and active open spaces, and developed landscape areas.

A minimum of 30% of the gross project area shall be designated as open space, though much of this open space may be designated within other LUCAs as part of those overall developments. For example, a Village Neighborhood designation may include a residential subdivision with a 5-acre park. While this park is located within the Village Neighborhood Character Area, it is included in the 30% open space requirement.



SIZE:
+/- 1,940

ZONING PERMITTED:
All Zoning Districts when uses are analogous to open space

LUCA LOCATION:
Entire property including wash corridors, easements, and floodway

Open Space Character Area Conceptual Character Imagery












3.1.g. Resort Character Area (RO)

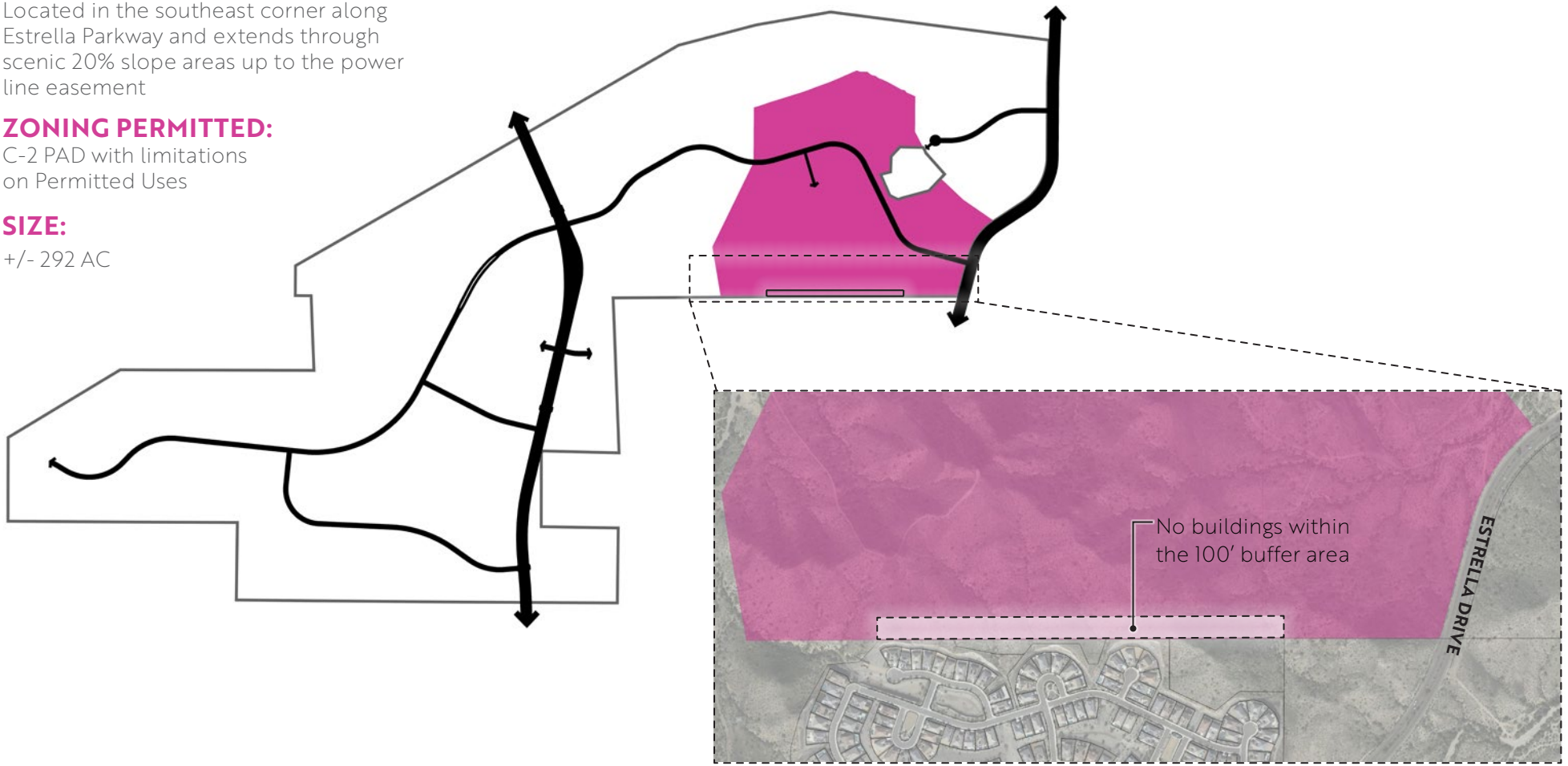
The Resort Character Area is located within the eastern portion of the property as a potential location for a resort hotel. This designation is anticipated if there is market demand for a resort hotel on the property.

The base district is C-2, but there are limitations on permitted uses within the regulatory section of this PAD to restrict uses to only those compatible with a resort hotel and ancillary uses typically provided within a resort campus. Additionally, there is a perimeter building setback buffer of 100 feet along the southern edge where adjacent to existing residential lots.

LUCA LOCATION:
Located in the southeast corner along Estrella Parkway and extends through scenic 20% slope areas up to the power line easement

ZONING PERMITTED:
C-2 PAD with limitations on Permitted Uses

SIZE:
+/- 292 AC



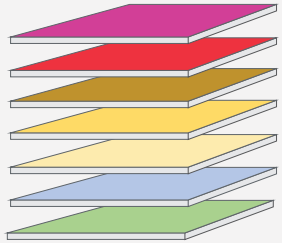
Resort Character Area Conceptual Character Imagery









The Character Area land use approach is an innovative and modern land use planning technique that allows flexibility and encourages creativity throughout the long-term implementation of the development plan.

The traditional approach of separating land uses and zoning districts within a master planned community at the front end of the planning process does not adequately address the rapidly evolving nature of communities, lifestyle changes, product innovations and market adjustments over the lifespan of the community as it is being developed.

The land use framework developed for Rio 1900 creates a more strategic, flexible, and innovative approach to a master planned community, while still providing variety, diversity, and protections for the public health, safety and welfare through specific and defined development standards and regulations, ensuring quality and compatibility as the community develops over time.

See Exhibit 5, Land Use Character Areas (LUCA) Maps for the location of each LUCA within Rio 1900.

3.2 PAD Zoning District Structure

The LUCAs define where certain types of land uses and densities are appropriate within the development. The PAD Zoning Districts further define the specific use regulations and development standards that are permitted within each LUCA to ensure an appropriate mix and diversity of uses exist throughout the development. Additionally, each LUCA identifies an analogous zoning district (PAD Zoning Districts) found in the City's Zoning Ordinance that identifies permitted uses and other development standards applicable to the PAD, unless otherwise modified within this PAD Regulatory Document.

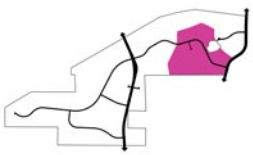
Natural features, such as drainage corridors, play a role in the location and configuration of each LUCA. As Rio 1900 develops, drainage corridors will be further defined during the design and platting process, resulting in potential changes in the shown drainage corridor locations. To accommodate a revised drainage corridor alignment, any associated LUCA can shift their boundaries as needed without triggering an amendment to the PAD.

Table 3: LUCAs and Applicable PAD Zoning Districts defines each LUCA and the applicable PAD Zoning Districts permitted within them.

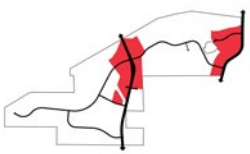
Table 3: LUCAs and Applicable PAD Zoning Districts

Character Area	AU	R1-10	R1-7	R1-6	R1-4	R1-C	R1-A	R-2	MF-12	MF-18	MF-24	C-0	C-1	C-2	PFD
Resort (1)															
Commercial Activity Center (2)															
Urban Neighborhood															
Village Neighborhood (3)															
Estate Residential (4)															
Civic Use															
Open Space															

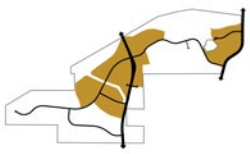
Footnotes:
1: The Resort LUCA has limitations on permitted uses as defined within the regulatory section of this PAD.
2: A minimum of 25 acres within the Commercial Activity Center LUCA must be developed using the C-O PAD, C-1 PAD and/or C-2 PAD Zoning Districts.
3. At full build out, a minimum of 4 different lot sizes and lot widths at least 5' apart in width and a minimum of 2 different PAD Zoning Districts must be used within the Village Neighborhood LUCA. If only 4 lot sizes are provided, each lot size shall comprise a minimum of 15% of the total number of lots. If 5 or more lot sizes are provided, the 15% standard shall not apply.
4. A minimum of 100 acres of the Estate Residential LUCA must be developed using the AU PAD or R1-10 PAD Zoning Districts. Since the Resort LUCA overlaps with the ER LUCA, if a resort is developed within portions of the ER district, the minimum 100-acre ER LUCA requirement can be reduced by the amount of resort acreage included in the Estate Residential LUCA. For example, if a resort is 50 acres, and 10 acres of the 50 acres is within the area also designated as ER, then the new ER requirement is 90 acres.



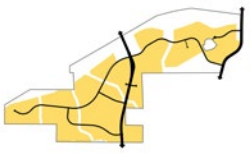
RESORT
292 AC.



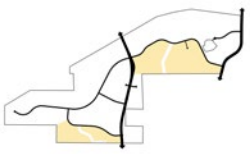
COMMERCIAL ACTIVITY CENTER
300 AC.



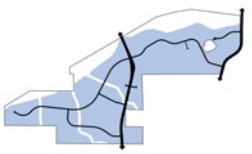
URBAN NEIGHBORHOOD
578AC.



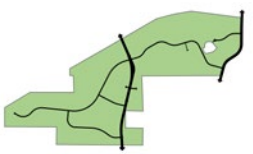
VILLAGE NEIGHBORHOOD
1,327AC.



ESTATE RESIDENTIAL
410 AC



CIVIC USE
1,506 AC



OPEN SPACE
1,940 AC.

4.COMMUNITY PLAN ELEMENTS

The Conceptual Community Character Area Plan (CCAP) for Rio 1900 provides for a well thought out community master plan with a flexible mix of compatible land uses, including a variety of diverse housing options and neighborhood-scaled commercial uses woven together with an efficient internal circulation system, a comprehensive network of connected trails, parks, schools, civic uses, and natural open spaces within the Gila River corridor and steep hillside areas.

The driving force behind the CCAP is the Gila River and the planned El Rio Trail to the north, the rugged terrain to the south, and the various wash corridors that dissect the property from south to north toward the Gila River. These three elements guided the planning vision and ultimate design of the CCAP. The Gila River floodplain will be preserved as open space, and the steeper sloped areas will primarily include lower density residential uses, open space and a possible resort hotel. The drainage channels, while previously disturbed due to farming activity on the property, will be carefully planned to generally follow the natural drainage channels and will be engineered to appear natural as they meander through the Site and ultimately drain into the Gila River.

The CCAP land uses are organized with the highest density uses on flatter land and closest to major transportation corridors with densities transitioning internal to the Site. Commercial uses are located adjacent to Cotton Lane and Estrella Parkway for superior access and visibility. Higher density residential uses are clustered around commercial services and primary roadways to encourage walkability near activity centers and community destinations. An approximate 30-acre Community Park is proposed within RIO 1900 and will be accessible to the public. A regional public trailhead is proposed at the confluence of the El Rio Trail and the Sarival Trail along the spine road between Cotton Lane and Estrella Parkway providing convenient access to the regional trail corridors within the Rio 1900 community. Five Neighborhood Parks are proposed within Rio 1900, all located along a linear park/open space corridor connecting all parts of the community together for pedestrians and non-motorized uses. Several additional Local Parks will be provided within the community so that virtually all residents are within an approximate ¼ mile walking distance of a developed park. Sensitivity to existing adjacent residents within the Estrella community was also considered, with compatible lower density uses proposed along the property perimeter where existing homes are located.

Exhibit 6: Conceptual Community Character Area Plan (CCAP) provides an example of how the Site may be developed at full build out in alignment with the Land Use Character Areas and the as defined in Section 3. While the specific land uses and proposed PAD zoning districts may shift following the flexibility provisions of the Land Use Character Areas, the conceptual CCAP carefully considers a balance of land uses and open spaces that reflect current market demands and coordinates with preliminary engineering reports and plans, traffic impact study, and a conceptual phasing approach. It is important to note that the CCAP is a concept only, and the actual development plans will be based on conformance with the regulatory framework established within the Rio 1900 PAD. For the envisioned zoning districts within each Land Use Character Area Schedule, please refer to Section 3. Densities will be based on several elements, such as the selected LUCA and PAD zoning district.

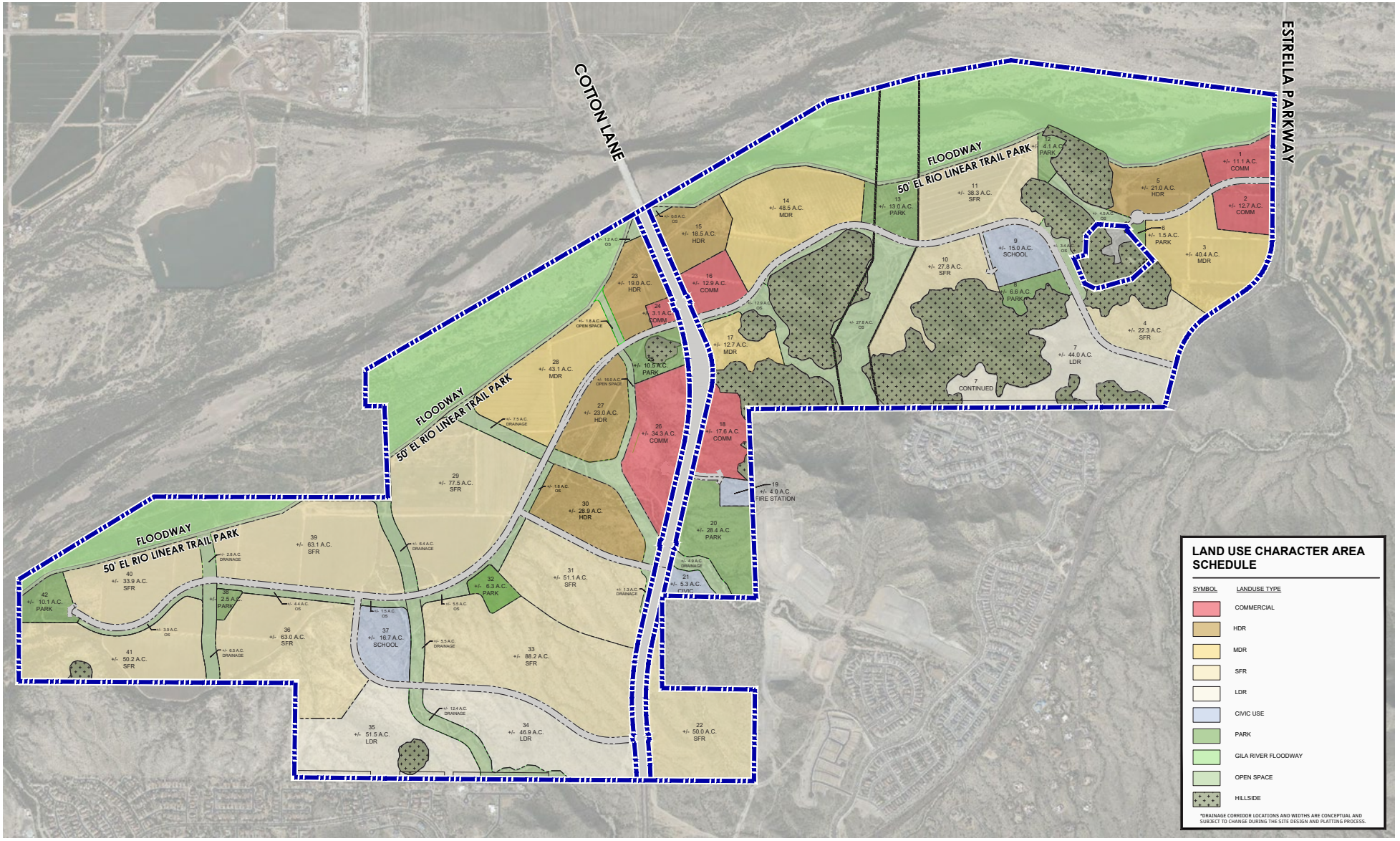


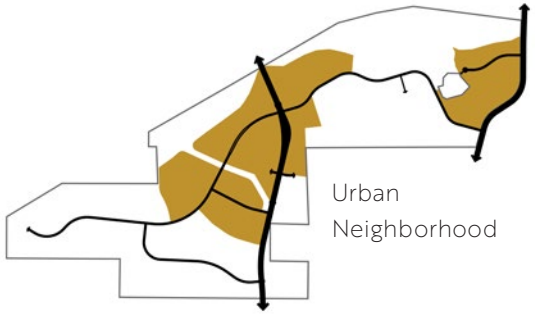
EXHIBIT 6: CONCEPTUAL COMMUNITY CHARACTER AREA PLAN (CCAP)

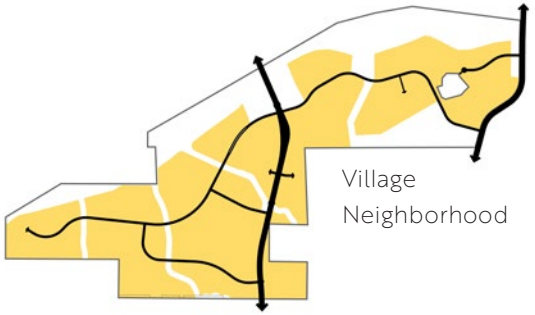
4.1. Residential Uses

The residential components of the Rio 1900 PAD include a mix of low density residential uses permitted within the Estate Residential LUCA, traditional single-family and medium density residential uses permitted within the Village Neighborhood LUCA, and high-density residential uses permitted within the Urban Neighborhood LUCA.

While there is some overlap between these LUCAs to provide land use flexibility, in general the higher density residential uses are proposed adjacent to the major transportation corridors and lower density residential is generally located in steeper terrain and adjacent to existing residential homes along the perimeter of the property. A majority of the property can be developed as traditional single-family and medium density residential, with some limitations as defined in the Character Area Maps and the regulatory development section of this PAD.

The Rio 1900 PAD calls for a maximum of 5,762 residential units, which represents a gross residential density of 2.97 du/ac based on the approximately 1,940-acre property. The overall unit count will be represented by a mix of various product types and densities ranging from as low as 1-2 du/ac detached single-family residential within the Estate residential LUCA to up to 20+ du/ac attached multi-family residential within the Urban Village LUCA.

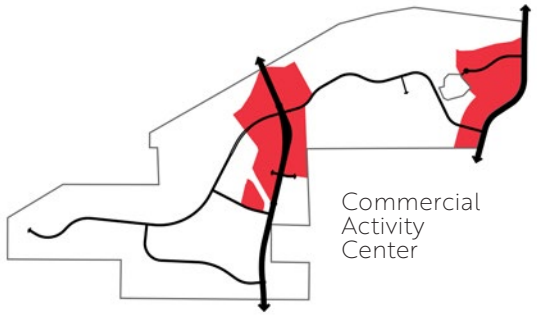






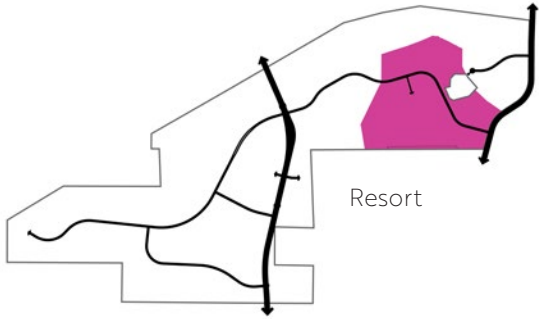
4.2. Commercial Uses

With several thousand residents planned within Rio 1900 community, the continued growth of Estrella to the south, and additional future residential development in the vicinity, Rio 1900 is well positioned to provide neighborhood and community commercial, retail, office, and employment services to support this growing population south of the Gila River. The proposed commercial parcels are located at the gateway to development south of the Gila along Cotton Lane and Estrella Parkway, the two major arterial roadways crossing the Gila River in this area. Up to 300 acres are available for commercial development within the plan under the Commercial Activity Center Character Area utilizing the C-0 PAD, C-1 PAD, and C-2 PAD zoning districts.



4.3 Resort Use

The Rio 1900 property has beautiful natural desert terrain and may be well suited to support a resort hotel within the southeastern portion of the Site. Ultimately, the market will determine if there is support for a resort hotel in this area. As such, the Resort designation is established to support all uses affiliated with a resort hotel facility.



4.4. Parks, Trails, and Open Space

Rio 1900 is being planned with an emphasis on active and passive community open spaces to support a healthy and active lifestyle for all residents. Following the guidance of the City of Goodyear's Parks and Recreation Master Plan (PRMP) and the 2035 General Plan, Rio 1900 heavily focuses on trail connectivity to ensure all residents easily connect to a variety of open spaces within the community.

To accomplish this, Rio 1900 establishes 5 trail types, the El Rio Regional Trail ("El Rio Trail," "El Rio Linear Park"), the Central Spine Trail, the Sarival Trail, Community Trails, and Local Trails. Additionally, 4 active park types will be provided, including a Community Park, 5 Neighborhood Parks, several Local Parks and several smaller Amenity Areas which may be incorporated into private developments such as individual subdivisions or gated rental communities.

Finally, the community will include a variety of additional natural and improved open spaces, including the Gila River corridor, various drainage corridors, hillside/steep sloped areas, easements, and various landscaped areas including setbacks, buffers, retention basins, etc. See Exhibit 7: Park Coverage and Open Space Plan for the general location of all open space types.

The following sections provide details on each trail, park and other open space types provided within the Rio 1900 community.













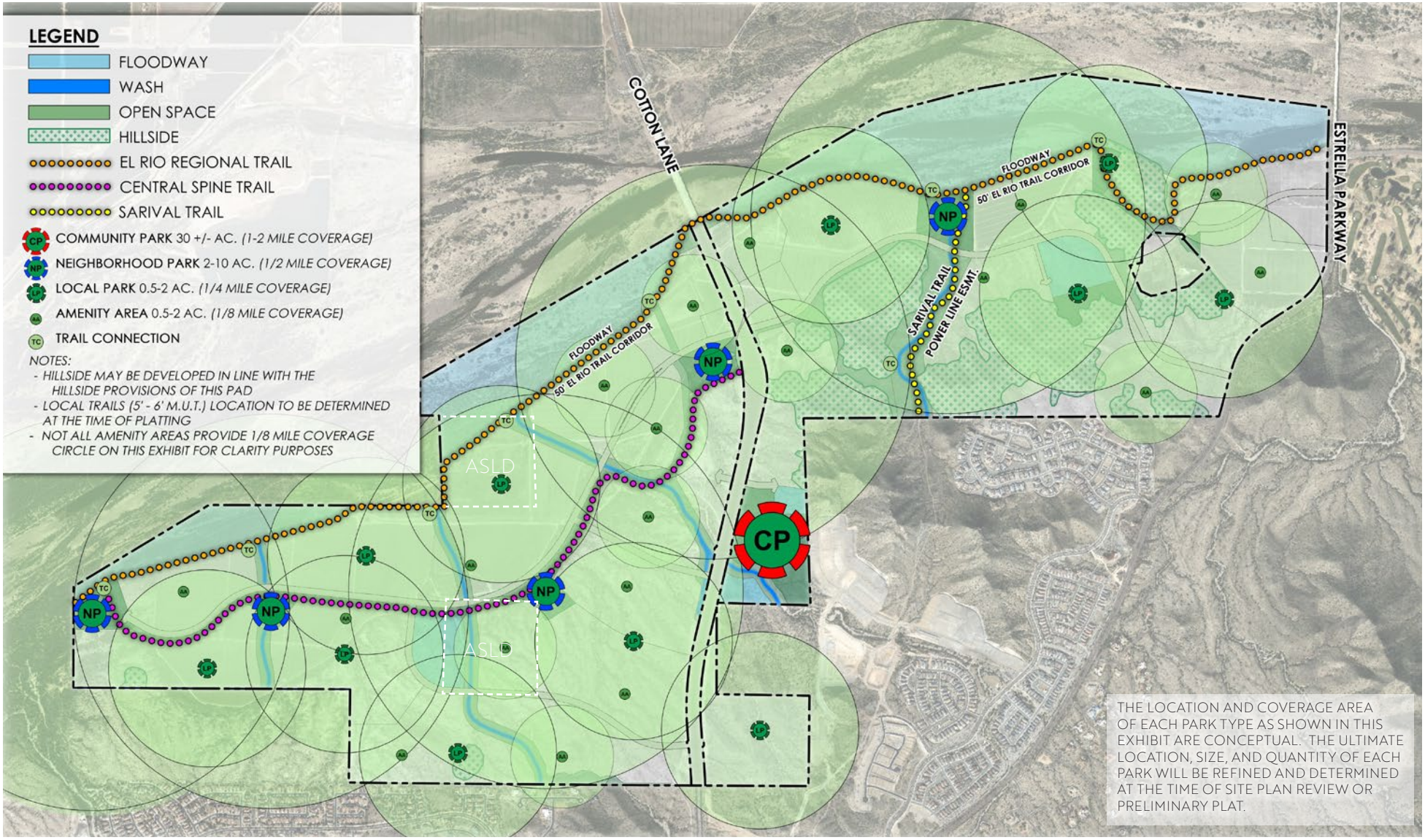


EXHIBIT 7: PARK COVERAGE AND OPEN SPACE CONCEPTUAL PLAN

4.4.a. El Rio Linear Park

The El Rio Design Guidelines and Planning Standards (El Rio DGPS) were established in 2015 and serve as a guide for the implementation of the El Rio Watercourse Master Plan. Specifically for the Rio 1900, the plan calls for an interconnected network of trails and pathways to encourage public use through ease of access.

Following this guidance, a 50-foot-wide El Rio Trail Corridor is proposed to extend across the Site along the south bank of the Gila River. Following the TR1 standards of the El Rio DGPS, the trail improvements will include a 12-foot-wide hard surface path and an adjoining 4-foot-wide natural path with landscaping and other improvements within the 50-foot-wide corridor.

See Exhibit 8A: El Rio Linear Park Conceptual Section for a graphic depiction of the proposed trail corridor and Exhibit 8B: El Rio Linear Park Conceptual Plan for a plan view of a segment of the trail corridor.

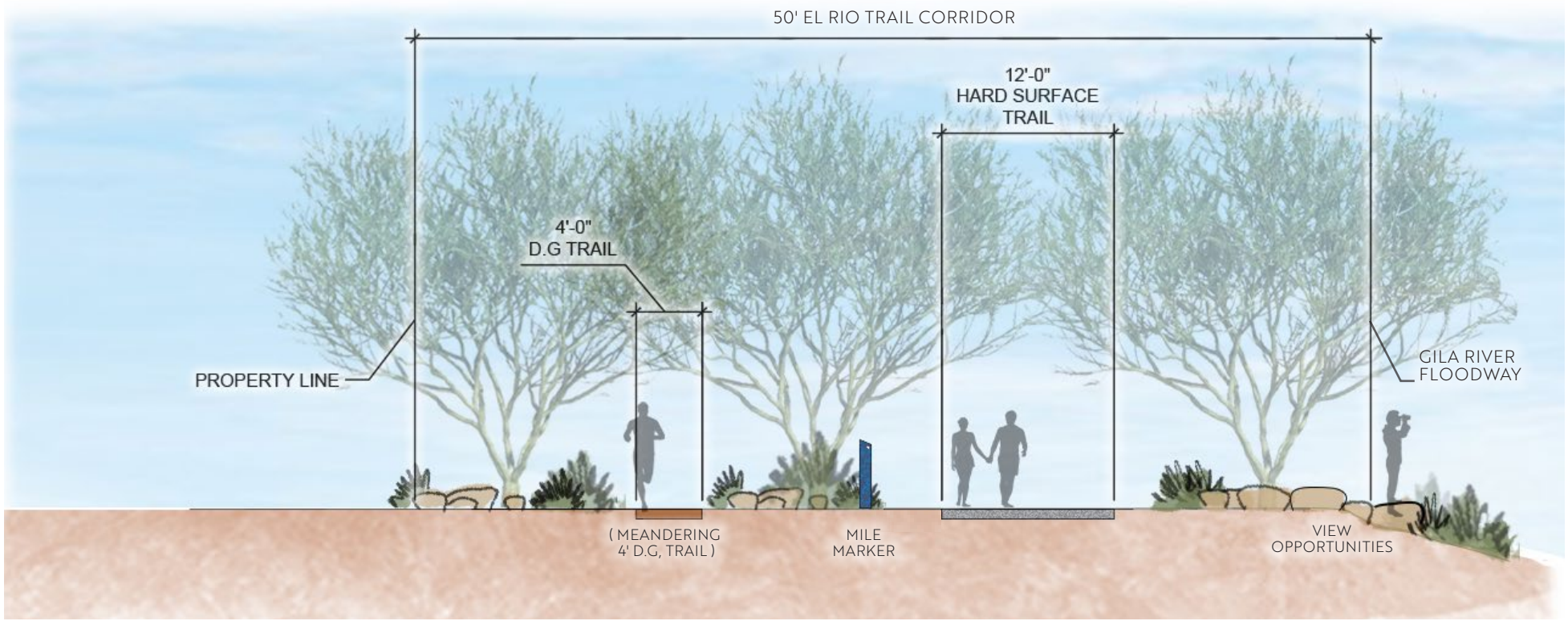


EXHIBIT 8A: EL RIO LINEAR PARK - CONCEPTUAL SECTION

While it is the intent that the El Rio Trail will meander within the 50-foot wide corridor, care will be taken to minimize areas where the primary trail is within 25' of existing or planned residential units to promote an appropriate transition zone between residential homes and active uses, particularly if there is a grade differential where the residential development is more than 1' below the grade of the trail.

Trail amenities such as natural or enhanced landscaping, benches, lighting, signage and mile markers will be provided. As noted in the City of Goodyear Parks and Recreation Master Plan 2023 (PRMP), signage and trail improvements will be clear and coordinated with off-site segments of the El Rio Trail to support consistent visual messaging to trail users. The design of the trail corridor will provide for open viewsheds to the Gila River and adjoining open spaces.



Transition Note:
While the trails will meander through portions of the 50-foot linear park, care will be taken to minimize areas where the primary trail is within 25' of the existing or planned residential units to promote an appropriate transition zone between residential homes and active uses, particularly if there is a grade differential where the residential development is more than 1' below the grade of the trail.

EXHIBIT 8B: EL RIO LINEAR PARK - CONCEPTUAL PLAN

4.4.b. Central Spine Linear Park Trail

In addition to the El Rio Linear Park, a central spine linear park trail will be incorporated through the center of the community, providing a highly visible and accessible linear open space system through the heart of the development.

This linear park trail will commence near the western edge of the community and generally follow the south side of the primary spine road in an east/west direction, with multiple connection points and activity nodes throughout. This linear park trail will extend through the community to Cotton Lane, where it will connect to a Community Trail on the east side of Cotton Lane with direct connection to the Sarival Trail and El Rio Trailhead. This linear open space system is intended to connect the community together creating the social network within the heart of the various neighborhoods.

This open space system will create a feeling of openness and connectedness for residents and visitors alike. Various trail connections and neighborhood and local parks will directly connect to the central linear park trail, centralizing recreational activities and creating a connected, social network where residents can gather and interact with one another throughout the various neighborhoods.

The central spine linear park trail corridor will vary in width to create the feeling of a sinuous open space corridor that naturally flows through the development, with a general width ranging from thirty to one hundred feet. The central spine trail will be incorporated through the linear park which may include an 8-foot hard surface path and/or a parallel 4-foot natural surface trail.

See Exhibit 8C: Central Spine Linear Park Trail Corridor - Conceptual Section and Exhibit 8D: Central Spine Linear Park Trail- Conceptual Imagery.

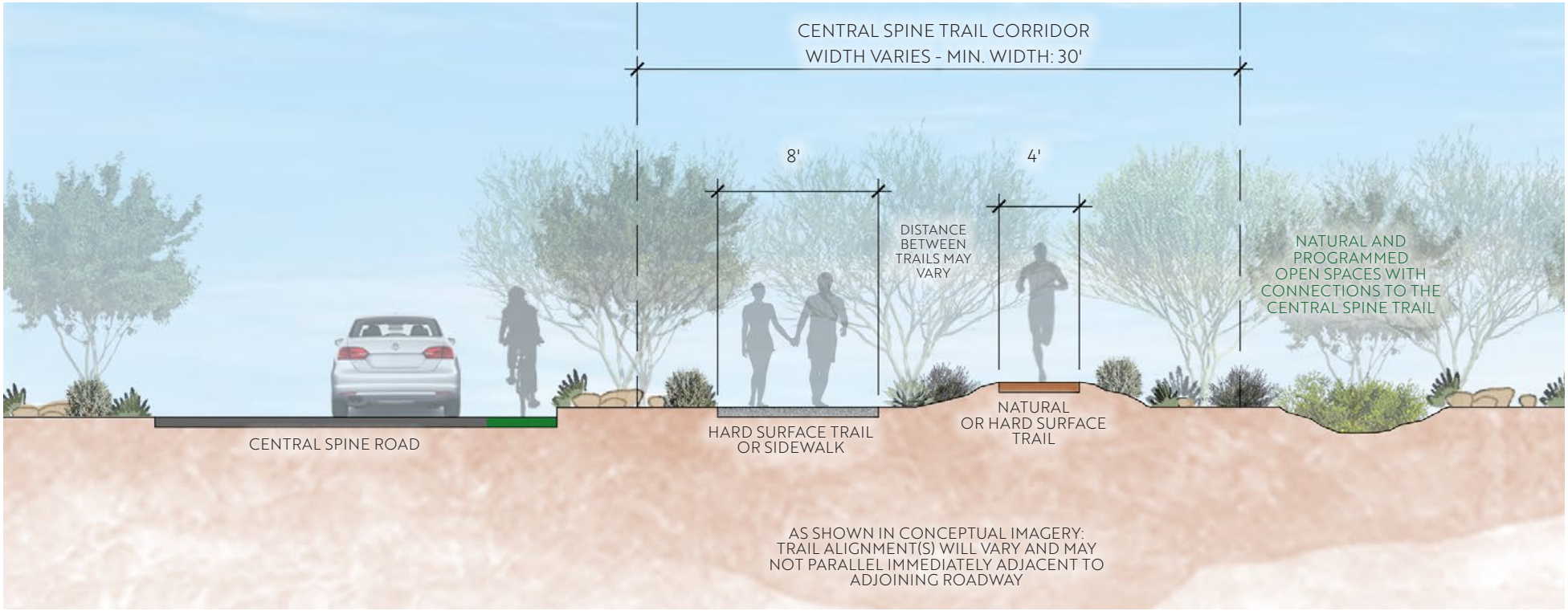
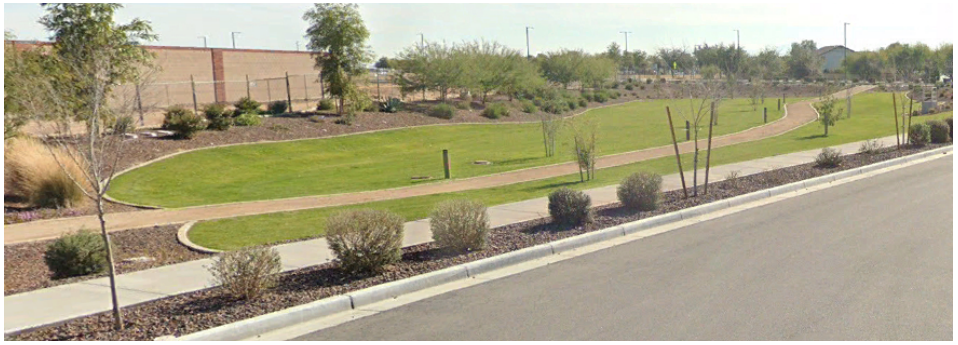


EXHIBIT 8C: CENTRAL SPINE LINEAR PARK TRAIL CORRIDOR- CONCEPTUAL SECTION



THE WIDTH OF THE CENTRAL SPINE LINEAR PARK TRAIL IS INTENDED TO VARY GREATLY AND GENERALLY BE BETWEEN 30' AND 100' WIDE. CONNECTIONS SHOULD BE PROVIDED FROM ADJOINING DEVELOPMENTS, IN THE IMAGE ABOVE, A SIDEWALK CONNECTION IS PROVIDED FROM A CUL-DE-SAC. AS SHOWN ABOVE, THE CENTRAL SPINE TRAIL SHOULD MEANDER AWAY FROM THE ADJOINING ROADWAY AT TIMES



SO LONG AS A CONTINOUS TRAIL CONNECTION IS PROVIDED, THE DESIGN OF THE TRAIL(S) MAY CHANGE ALONG THE CENTRAL SPINE LINEAR PARK. AS SHOWN ABOVE, WHERE THERE IS A SIDEWALK PARALLEL TO THE ADJOINING ROADWAY, A NATURAL SURFACE TRAIL MAY BE PROVIDED.



AS SHOWN ABOVE, THE NATURAL SURFACE PATH MAY ALTERNATIVELY BE IMRPOVED WITH A HARD SURFACE.



AS SHOWN ABOVE, WHERE A SIDEWALK IS PROVIDED ON THE OTHER SIDE OF THE ADJOINING ROADWAY THE CENTRAL SPINE TRAIL MAY VEER AWAY FROM THE R.O.W TO TRAVEL MORE CENTRALLY WITHIN THE LINEAR PARK.



WHERE THE CENTRAL SPINE TRAIL MEANDERS AWAY FROM THE R.O.W, CONNECTIONS MUST STILL BE PROVIDED AT KEY POINTS SUCH AS INTERSECTIONS. IN THE IMAGE ABOVE, THE TRAIL MEANDERS TOWARDS THE POND, AND THEN ATTACHES BACK TO THE SIDEWALK ALONG THE ROADWAY IN ORDER TO PROVIDE PEDESTRIAN CONNECTIVITY ACROSS THE INTERSECTION TO THE SOUTH AS WELL AS TO THE SIDEWALK THAT EXTENDS TO THE NORTH.

EXHIBIT 8D: CENTRAL SPINE LINEAR PARK TRAIL - CONCEPTUAL IMAGERY

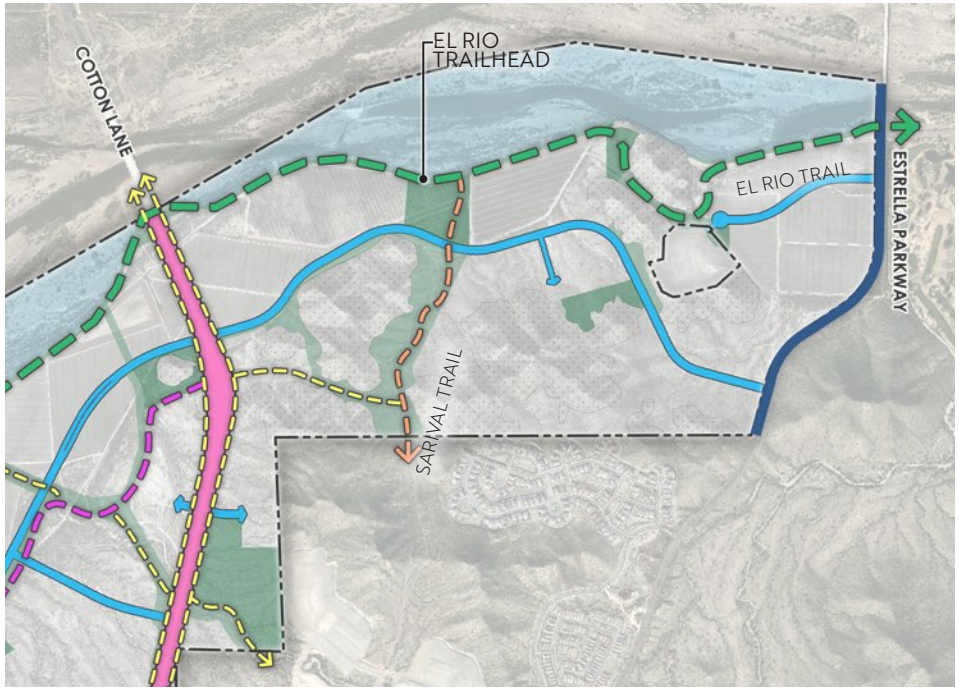
THIS CONCEPTUAL IMAGERY IS FROM SURPRISE AND SCOTTSDALE, ARIZONA. THE PROPOSED CENTRAL SPINE LINEAR PARK TRAIL MAY USE MORE NATURAL ADJOINING OPEN SPACES THAN SHOWN ABOVE, DIFFERENT AMENITIES, AND OTHER PARK IMPROVEMENTS.

4.4.c. El Rio Trailhead

An approximate 5-acre El Rio Trailhead is proposed at the confluence of the El Rio Trail and the Sarival Trail east of Cotton Lane within the existing powerline easement. The Trailhead may include parking spaces, benches and seating areas, drinking water, lighting, a shaded staging area, signage, and bike facilities.

The design of the trailhead facilities will be tailored to reflect a natural setting that is sensitive to the Gila River ecosystem. This trailhead will provide direct access to the regional trail amenities and will serve as a signature trailhead facility within the City of Goodyear for hikers, bikers, walkers, joggers, bird watchers, strollers, and anyone wanting to spend time in the outdoors.

The El Rio Trail corridor and Trailhead will connect users to other proposed uses and amenities within the Rio 1900 development, including but not limited to the Sarival Trail, wash corridor trails, internal linear open space corridor, pathways along Cotton Lane and Estrella Parkway, natural open spaces, the Community Park, and residential, civic, and commercial land uses.



LOCATION OF EL RIO TRAILHEAD







CONCEPTUAL TRAILHEAD IMAGERY

4.4.d. Community Park

As shown on Exhibit 7, Park Coverage and Open Space Plan, a Community Park is proposed along Cotton Lane at the mid-access point to the community. Conceptual details for this park are shown in Exhibit 9A, Community Park Conceptual Plan, though the final design will be determined and built by the City of Goodyear. While this location for the Community park is conceptually identified within the PAD document, the location can move as appropriate to serve the community based on final platting efforts.

The Community Park within the Rio 1900 development will incorporate approximately 30-acres and will be located to be highly visible and accessible for both Rio 1900 residents and the surrounding population the park will serve. Any proposed location will consider impacts to traffic, noise, and lighting within nearby neighborhoods, particularly during major events such as sports leagues and tournaments. The location should also provide for trail connectivity to the El Rio Trail and the Sarival Trail through a Community Trail alignment and should provide convenient vehicular, bicycle and pedestrian access to the park not just for Rio 1900 residents, but for all residents of the City of Goodyear.

The Community Park will include a variety of active amenities, which may include but not limited to disk golf course, playgrounds, interpretative nature-inspired play areas, pickleball courts, sand volleyball courts, multi-use athletic field(s), dog park, picnic areas, event lawn, restrooms, as well as passive spaces such as natural open space areas, shaded seating areas, landscaped areas and retention basins

The land for the park will be dedicated to the city to be developed as a public park. As this park will ultimately be designed and built by the City, the specific design and list of amenities, programming and services will be a collaborative effort between the developer and the City of Goodyear.

It is anticipated that the value of the land used for the Community Park may be counted towards satisfying portions of the $16 million Cotton Lane Bridge repayment to The City.



COMMUNITY PARK CONCEPT *NOTE: THE LOCATION AND LAYOUT SHOWN IN THIS EXHIBIT ARE CONCEPTUAL. THE ULTIMATE LOCATION, LAYOUT, AND AMENITIES WILL BE REFINED AND DETERMINED AT THE TIME OF SITE PLAN REVIEW. SEE SECTION 4.4.J FOR MINIMUM AMENITY REQUIREMENTS.*

4.4.e. Neighborhood Parks

Neighborhood Parks will generally be between 5-10 acres in size, though each park will be sized and programmed appropriately for the area served. These parks are meant to serve residents within a ¼ - ½ mile walk and will be connected by the Central Linear Spine Park, Community Trails and/or Local Trails. The general location of the 5 Neighborhood Parks are shown on Exhibit 7, Park Coverage and Open Space Plan. While each Neighborhood Park may be programmed differently, they may be improved with amenities such as a sport court, playground, pool, open turf areas for multi-use sports fields, dog parks, ramadas, parking, etc. A minimum of one Neighborhood Park shall be programed with a community pool. These parks will be scaled to be compatible with residential neighborhoods, so facilities such as lighting, parking, etc., if provided, will be scaled appropriately to not negatively impact the surrounding residential neighborhoods. Exhibit 10A: Neighborhood Park Conceptual Plan and Exhibit 10B: Neighborhood Park Conceptual Imagery shows an example of how a Neighborhood Park may be laid out and the type of amenities that may be included.



NEIGHBORHOOD PARK CONCEPT

NOTE: THE LOCATION AND LAYOUT SHOWN IN THIS EXHIBIT ARE CONCEPTUAL. THE ULTIMATE LOCATION, LAYOUT, AND AMENITIES WILL BE REFINED AND DETERMINED AT THE TIME OF SITE PLAN REVIEW. SEE SECTION 4.4.J FOR MINIMUM AMENITY REQUIREMENTS.

4.4.f. Local Parks & Amenity Areas

Local parks and amenity areas will range from .25 acres to 2 acres in size and are intended to serve homes within a 1/8 – ¼ mile walk, making them the most readily accessible parks within the community. These parks typically consist of smaller-scale active and passive amenities which may include small playgrounds, informal turf areas, shaded seating, barbeque areas, landscaping, retention basins and trails. In some cases, such as within gated rental communities, these may include higher-level amenities such as outdoor kitchens, pool and spa, dog park, clubhouse facilities, playgrounds, turf areas, etc. Exhibit 11A: Local Park Conceptual Plan and Exhibit 11B: Local Park Conceptual Imagery shows an example of how a Local Park may be laid out and the type of amenities that may be included. For the general location of all park types and approximate walking distance, see Exhibit 7, Park Coverage and Open Space Plan. For a suggested list of appropriate amenities, See Table 4, Open Space Amenity Matrix.



LOCAL PARK CONCEPT

NOTE: THE LOCATION AND LAYOUT SHOWN IN THIS EXHIBIT ARE CONCEPTUAL. THE ULTIMATE LOCATION, LAYOUT, AND AMENITIES WILL BE REFINED AND DETERMINED AT THE TIME OF SITE PLAN REVIEW. SEE SECTION 4.4.J FOR MINIMUM AMENITY REQUIREMENTS.



EXHIBIT 9A: COMMUNITY PARK CONCEPTUAL PLAN

LEGEND:

1. BASEBALL FIELDS
2. SOCCER FIELDS
3. PICKLEBALL COURTS
4. BASKETBALL COURTS
5. SKATE PARK
6. EVENT LAWN
7. SPLASH PAD
8. DOG PARK
9. PICNIC RAMADA
10. AMPHITHEATER
11. PLAYGROUND #1
12. PLAYGROUND #2
13. PLAYGROUND #3
14. RESTROOMS
15. PARKING
16. LOOP TRAIL
17. MAINTENANCE BLDG.

CONCEPTUAL IMAGERY:







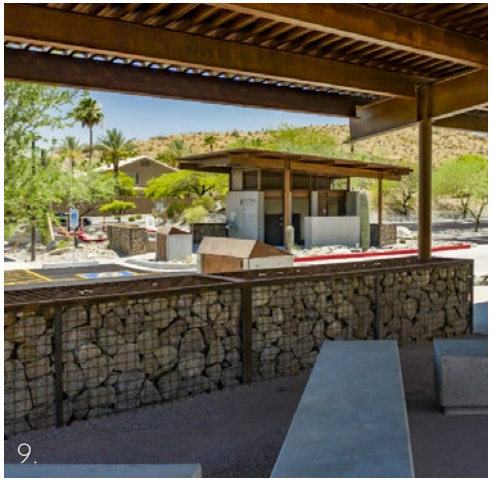
















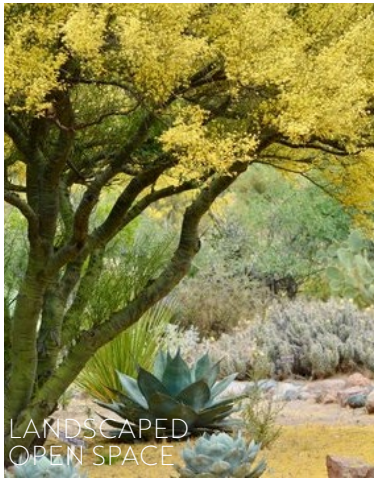


EXHIBIT 9B: COMMUNITY PARK AND CHARACTER IMAGERY



EXHIBIT 10A: NEIGHBORHOOD PARK CONCEPTUAL PLAN

LEGEND:

1. SOCCER OR MULTI-USE FIELD
2. PICKLEBALL COURTS
3. BASKETBALL COURT
4. PICNIC RAMADAS
5. TURF AREA
6. COMMUNITY TRAIL
7. PLAYGROUND #1
8. PLAYGROUND #2
9. TRAILHEAD
10. PLAZA AREA
11. PARKING
12. LANDSCAPING

CONCEPTUAL IMAGERY:












EXHIBIT 10B: NEIGHBORHOOD PARK CHARACTER IMAGERY



THE LOCATION AND LAYOUT SHOWN IN THIS EXHIBIT ARE CONCEPTUAL. THE ULTIMATE LOCATION, LAYOUT, AND AMENITIES WILL BE REFINED AND DETERMINED AT THE TIME OF SITE PLAN REVIEW. SEE SECTION 4.4.J FOR MINIMUM AMENITY REQUIREMENTS.

EXHIBIT 11A: LOCAL PARK / AMENITY AREA CONCEPTUAL PLAN

LEGEND:

1. RAMADA CENTER
2. TURF AREA
3. PLAYGROUND
4. FOUR SQUARE
5. TREE-LINED WALKWAY

CONCEPTUAL IMAGERY:











EXHIBIT 11B: LOCAL PARK/AMENITY AREA CONCEPTUAL IMAGERY











4.4.g. Trails

Rio 1900 will have a robust, inter-connected trail system comprised of 4 trail types, including the El Rio Regional Trail, Central Spine Trail, the Sarival Trail, Community Trails and Local Trails. Exhibit 12, Conceptual Trail Cross Sections highlights the various trail types, the width of the overall corridor and the trail improvements provided for each.

The largest trail type is the El Rio Regional Trail, which will include a 12' hard surface trail with an adjacent 4' natural surface trail within a 50-foot-wide corridor. Along with the trails, the 50-foot corridor will include landscaping, seating areas, signage, and other amenities. This trail will extend the entire length of Rio 1900, spanning over 3+ miles along the south bank of the Gila River.

The Central Spine Trail will run along the Central Spine Linear Park and will include an 8' hard surface trail and a 4' natural surface trail within a corridor that will range from approximately 30' to 100' in width. This trail will extend from the westernmost Neighborhood Park to Cotton Lane, where it will transition to a Community Trail east of Cotton Lane.

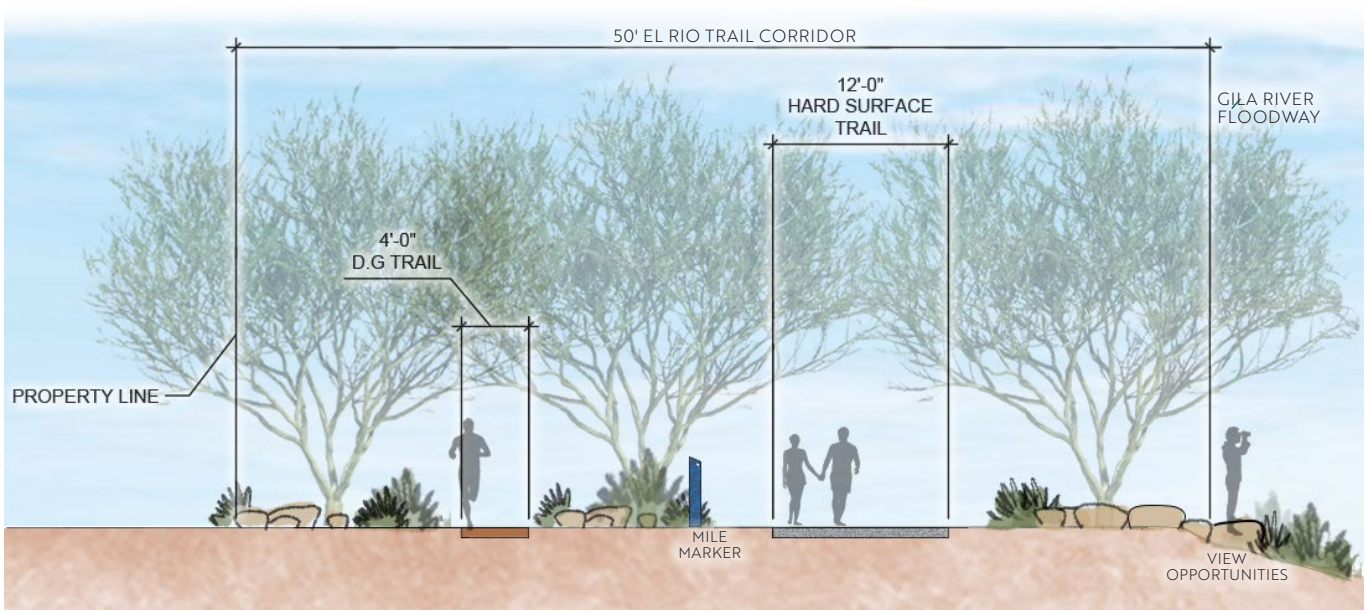
The Central Spine Trail generally follows the collector road through the western portion of the community. In order to avoid having 2 parallel sidewalks/trails adjacent to each other, the 8-foot hard surface trail or the 4-foot natural/hard surface trail may also serve as the required street sidewalk on the south side of the adjacent collector road and can be located all or partially within the ROW or anywhere within the minimum 30-foot-wide open space tract.

The Sarival Trail will be a natural trail within the existing powerline easement east of Cotton Lane. The Sarival Trail will connect to the El Rio Trail at the El Rio Trailhead on the north end, and to the existing/planned natural surface trails in the Estrella Foothills Community at the south end. This will provide for a regional north/south trail connection, connecting multiple communities from the Gila River to the Estrella Mountains.

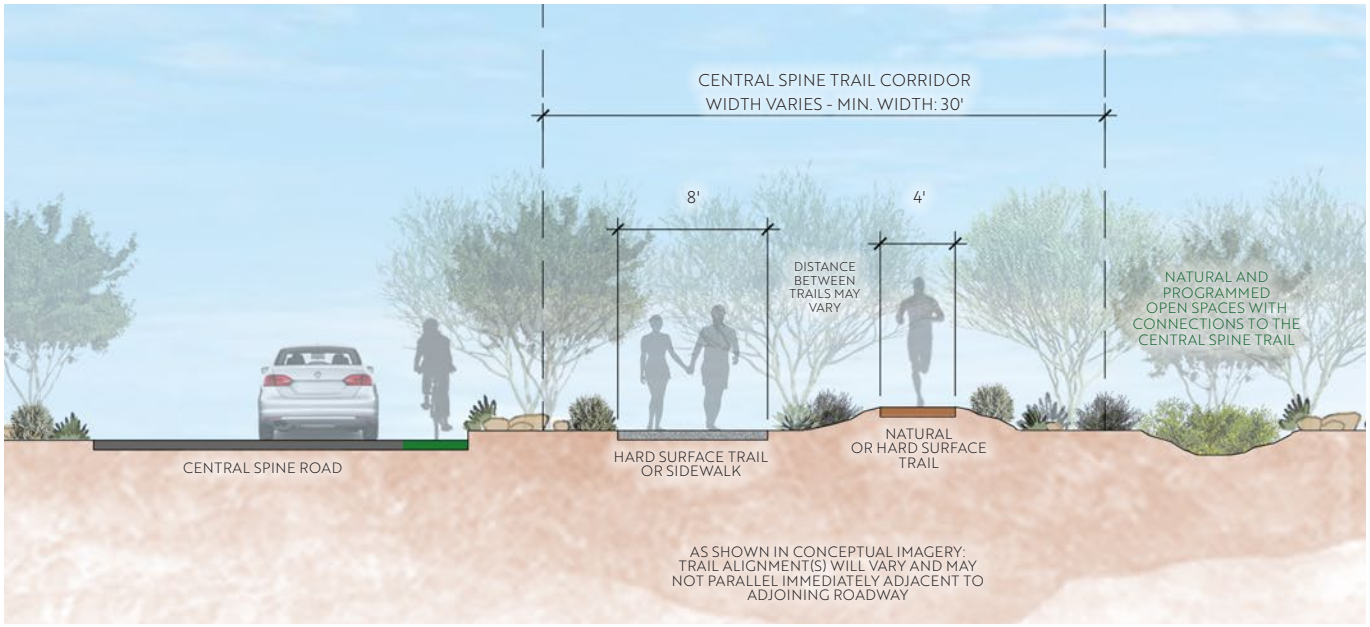
Community Trails will run adjacent and parallel to the primary drainage corridors running north to south through the community, and along Cotton Lane and Estrella Parkway. These trails will be 8' in width, may be natural or hard surface and will be provided within a 15'-20' dedicated trail easement. Note the trails/sidewalks adjacent to Cotton Lane and Estrella Parkway will be hard surface and will be included within the dedicated ROW. The Community Trails will generally connect from the south perimeter of the property to the El Rio Trail, providing multiple circulation connection points for non-vehicular travel through the community.

Local Trails make up the remainder of the comprehensive trail network. These include 4'-6' natural or hard surface trails integrated within the collector roadway system, and within and between Neighborhood and Local Parks, Schools, and community subdivisions. The location of these trails will be determined on a phased basis during the platting and/or site planning process and may include a mix of sidewalks within local street networks and dedicated trail corridors through open spaces within subdivisions.

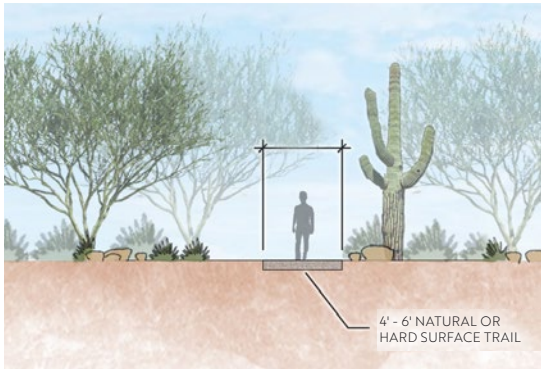
See Exhibit 13, Bike, Pedestrian and Vehicle Circulation Plan for the general location of all trail types, as well as Exhibit 7, Park Coverage and Open Space Plan, and Exhibit 12, Conceptual Trail Cross Sections.



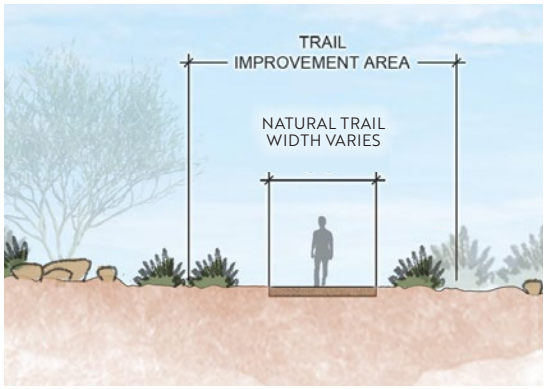
EL RIO REGIONAL TRAIL



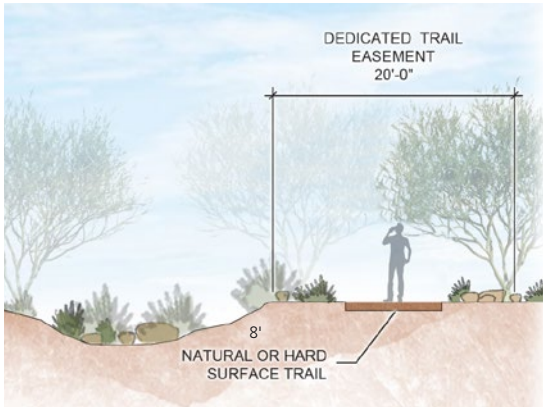
CENTRAL SPINE TRAIL



LOCAL TRAILS



SARIVAL TRAIL



COMMUNITY TRAILS

EXHIBIT 12: CONCEPTUAL TRAIL CROSS SECTIONS

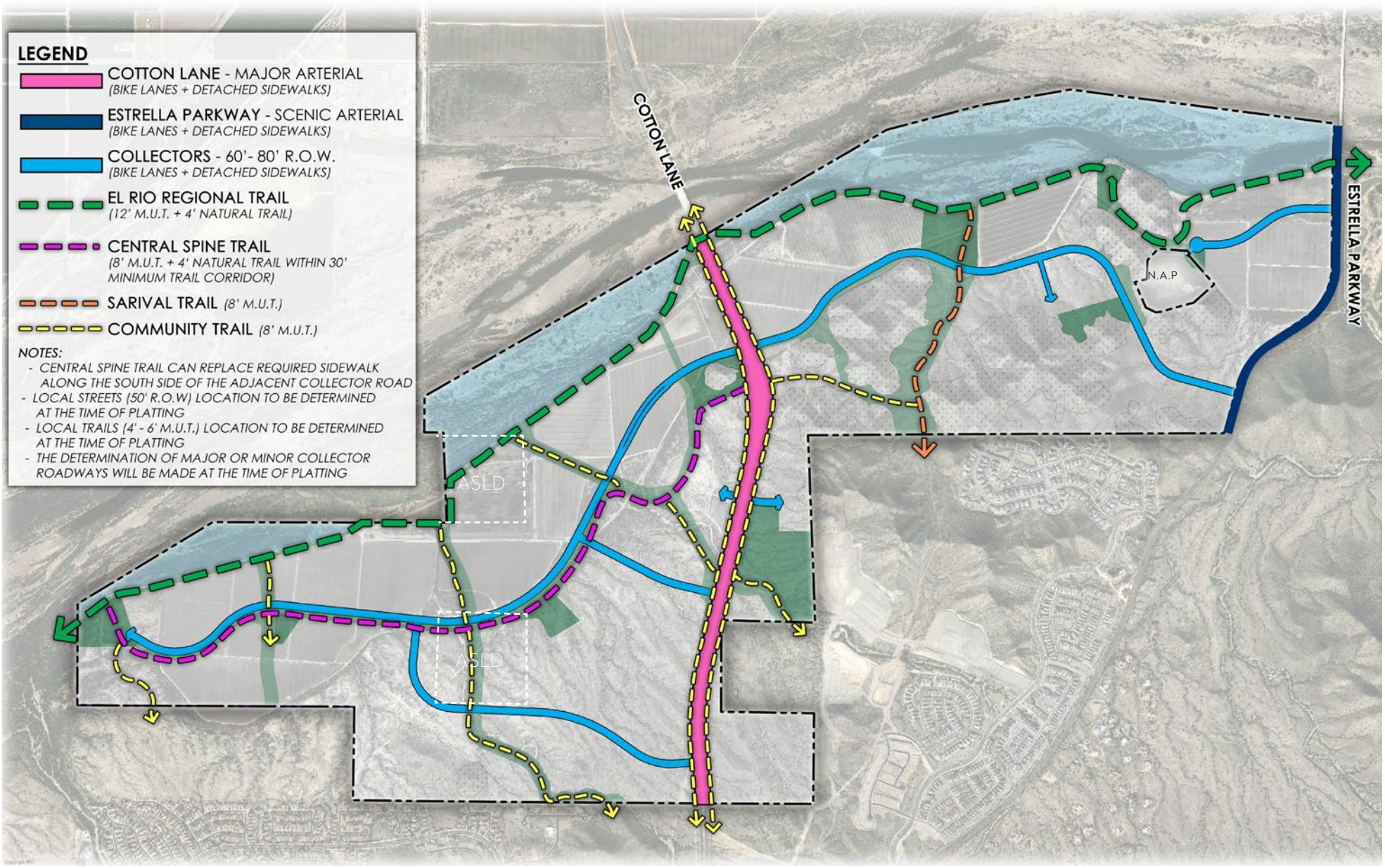
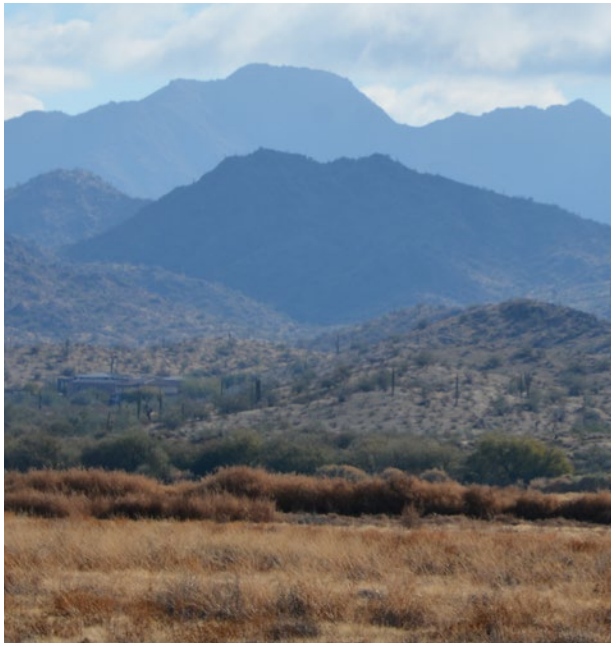


EXHIBIT 13: BIKE, PEDESTRIAN, AND VEHICLE CIRCULATION PLAN















4.4.h. Natural Open Space

The Rio 1900 property includes a diverse landscape, including a portion of the Gila River corridor, various natural and improved wash corridors, and steep-sloped areas, all of which make the property unique and special. Many of these areas should be protected, preserved, and celebrated where appropriate within the community. The Gila River defines the northern boundary of the developable area of the Site. While most of this area will remain natural, some revisions to the wider floodplain will accommodate new development, and the south bank of the river will be stabilized and improved with the El Rio Regional Trail and open space corridor for all to enjoy.

Steep-sloped hillside areas cover portions of the Site primarily near the southern perimeter of the property west of Estrella Parkway. Hillside areas provide opportunities for natural open space, trails, scenic overlooks, and low density residential and/or resort development. Section 6.2 provides Hillside Development Standards to balance development in these sloped areas to ensure the unique character of the terrain remains, while allowing some appropriate development within these areas. As a total, 50% of the hillside areas over 20% slope will be preserved as permanent open space, with the remainder permitted for sensitive hillside development.

There are several washes that flow generally from the southeast to the northwest across the Site. Most of these washes have been disturbed and/or modified by farmers to aid in capturing and diverting stormwater runoff within, around and through the farm fields on the property. A majority of these washes will be redesigned to carry off-site water safely and efficiently through the Site, and care will be taken to blend these corridors into the built environment as the project develops over time. Community Trails will be provided along these washes to connect residents to the El Rio Regional Trail, the Central Spine Trail, as well as to other open spaces, commercial, civic, and residential uses across the Site.

4.4.i. Passive Open Space

In addition to the active and natural open space areas, passive open spaces will play an important role for the community. Passive Open Spaces create opportunities for residents to calmly experience the outdoors both physically and visually. Passive Open Spaces may consist of perimeter landscaped setbacks or other landscaped areas, retention basins, entry features and perimeter street landscaping. These passive open spaces will provide visual relief to the developed areas and will be designed to enhance the overall character and beauty of the Site.



4.4.j. Open Space Amenities Matrix

Table 4, Open Space Amenities Matrix provides a matrix of open space amenities that may be included within each open space type, including Community, Neighborhood, and Local Parks, trail corridors, natural open spaces, hillside areas, and wash corridors.

This matrix provides flexibility for developers to choose from a variety of improvements to include in each open space type, while ensuring a broad mix of amenities is provided within the overall community.

This matrix is not intended to be exhaustive, or regulatory, there may be various other amenities that are not provided within the matrix that are appropriate for each open space type. This is intended to serve as a general guide for the types of amenities that may be appropriate for each open space type.

Table 4: Open Space Amenity Matrix

	Community Park	Neighborhood Park	Local Park	Amenity Area	El Rio Linear Park	Central Spine Linear Park	Natural Open Space	Improved Wash Corridors	Undeveloped Hillside Open Space
Ampitheater/Event Area	■								
Baseball/Little League Fields	■								
Dog Park	■	■	■						
Football/Soccer Flex Field	■								
Great Lawn/Multi-Use Fields	■	■							
Turf Areas	■	■	■		■	■			
Outdoor Fitness Center	■				■	■			
Large Play Ground (5-12 years)	■	■	■						
Tot Play Ground (2-5 years)	■	■	■						
Pickleball/Tennis Courts	■	■							
Pond	■								
Ramada/Picnic Area	■	■	■		■	■			■
BBQ Area	■	■	■		■	■			■
Restroom	■				■				
Concession Stand	■								
Splash Pad	■								
Retention Basins *	■	■	■		■	■	■	■	
Paved Trails	■	■	■		■	■		■	
DG Trails	■	■	■		■	■	■	■	■
Basketball/Multi-Use Sports Court	■	■							
Native Planting Areas*	■	■	■		■	■	■	■	■
Trail Head	■	■			■	■			■
Pool/Spa	■	■							
Recreation Center	■	■							
Parking*	■	■			■	■			
Seated Viewing Area	■	■			■	■			
Signage *	■	■	■		■	■	■	■	
Volleyball (Sand or Court)	■	■							
Skatepark/Bikepark	■								
Landscaping *	■	■	■		■	■	■	■	■
Natural Desert Land *	■	■	■		■	■	■	■	■

** These amenities do not count toward the required minimum number of amenities per Table 5.*

Table 5 below establishes the minimum number of amenities that is required for each open space type. For example, a larger Community Park should have more amenities than a much smaller local park. Also, the amenities provided at a Local Park should not attract residents from outside a ¼ mile walking shed. As an example, if public parking, restrooms, and a sport field are provided at a Local Park, the park may become too busy for the immediate surrounding residents to rely on it as an available open space to enjoy.

Note that certain amenities listed on Table 4 do not count as amenities for purposes of meeting the requirements listed in Table 5, including retention basins, native planting, landscaping, parking, and natural desert land. Additionally, multiple items of the same amenity within a park cannot be counted more than once. For example, if 2 pickleball courts are provided within a park, that accounts for 1 amenity per the table below.

Table 5: Amenity Requirements by Open Space Type

Open Space	Min. # of Open Space Amenities
Community Park	10
Neighborhood Park	6
Local Park	4
Amenity Area	2
El Rio Linear Park	5 amenities for every 1,320 linear feet (1/4 mile)
Central Spine Linear Park	2 amenities every 1/4 mile (1,320 feet)
Natural Open Space	0
Improved Wash Corridors	2
Undeveloped Hillside Open Space	0

4.4.k. Comparison/Compatibility with the General Plan and Parks Game Plan

Rio 1900 has been carefully planned to integrate the open space and trail guidance of the Goodyear 2023 Parks and Recreation Master Plan (PRMP) and the 2035 General Plan. Both documents focus heavily on trail improvement and interconnectivity of trails across the City. Rio 1900 proposes several miles of trails which will connect to existing and future planned off-site trails. Approximately 600 acres of parks, trail corridors, washes, and natural open spaces are included in Rio 1900.

The proposed Community Park will provide a variety of amenities and will be accessible to the public by vehicle, bike, and foot, and the proposed El Rio Trailhead will serve as a regional public trailhead. The Neighborhood Parks and Local Parks will ensure that each resident is within an approximate ¼ mile from a park. As guided for by the PRMP and General Plan, the proposed open space and trails programming provide a connected balance of a variety of open space types evenly across the Site.

4.5. Transportation / Circulation

Transportation and multi-modal connectivity are critical aspects of the Rio 1900 community. Providing safe and convenient opportunities for vehicles, bicycles, pedestrians, and other modes of travel to accommodate users of all levels is important to the overall health, safety and mobility of a diverse community. The Rio 1900 plan includes a layering of various transportation options, including roadways, bicycle lanes, sidewalks, and a comprehensive trail system, all interconnected to provide various options for residents, workers, and visitors to circulate throughout the community.

4.5.a. Cotton Lane

Cotton Lane is designated as a major arterial in accordance with the City of Goodyear's 2023 Transportation Master Plan. A major arterial is designed for vehicular mobility over moderate trip lengths and is generally designed at-grade with 6 traffic lanes, bicycle lanes, detached sidewalks, a raised median, and landscaping within a 130-foot cross section. Cotton Lane is partially built through Rio 1900 with 1 lane in each direction. To the north, the Cotton Lane Bridge has been constructed over the Gila River with 4 lanes and a wide center median to allow for expansion to its ultimate 6-lane configuration. South of the property, Cotton Lane transitions back to 4 lanes as it enters the Estrella community. The City has a current CIP project underway to expand Cotton Lane from 2 lanes to 4 lanes through Rio 1900 to serve current regional traffic needs.

The Rio 1900 development will provide for Cotton Lane improvements adjacent to the property on a phased basis as the project is developed over time in accordance with an approved traffic study and City requirements.

4.5.b. Estrella Parkway

Estrella Parkway is designated as a Scenic Arterial per the City's Transportation Master Plan. Scenic arterials are designed to transport vehicular traffic, but also to act as the City Center loop gateway for residents, workers, and visitors. Estrella Parkway, adjacent to Rio 1900, is designed as an at-grade roadway with 4 traffic lanes, and will include bicycle lanes, detached sidewalk, and a raised, landscaped median within a 150-foot cross section. The additional right-of-way allows for enhanced landscaping to ensure an inviting environment along the scenic corridor. Estrella Parkway is partially built adjacent to Rio 1900, with 4 travel lanes, bicycle lanes on both sides and a raised center median with landscaping. No curbing or detached sidewalks are constructed and will be provided along the west side of the road when Rio 1900 is developed on a phased basis.

4.5.c. Collector Loop Roads

Rio 1900 will provide for major and minor collector roads based on the traffic impact analysis. Major collector roads carry lower traffic for shorter distances while providing direct access to adjacent homes and commercial activities. Major collectors provide 4 traffic lanes, bicycle lanes, a raised median, and 2 detached sidewalks within an 80-foot cross section. Minor collectors also carry limited through traffic and provide property access, but with lower volumes than a major collector. Minor collectors will have 2 traffic lanes, bicycle lanes, and at-grade median, and detached sidewalks within a 60-foot cross section. The major and/or minor collector roads will be constructed on a phased basis as the project develops in accordance with an approved traffic study for each phase of development. The precise location and classification of major and minor collectors will be determined through an approved traffic impact analysis.

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4.5.d. Bike Lanes

All arterial and collector roads within the development will include bicycle lanes within the designated right-of-way to provide for a convenient alternative mode of travel to the automobile. Additionally, the El Rio Trail will be designed as a 12-foot multi-use trail that will support bicycles as well as other modes of non-vehicular travel.



4.5.e. Pedestrian Circulation

All arterial and collector roads within the development will provide detached sidewalks to provide for safe and convenient pedestrian movement throughout the community. All local residential streets will provide for attached or detached sidewalks with the possible exception of residential streets within the Estate Residential LUCA, where a rural street section may be supported based on the low-density nature of the development. Pedestrians can also use the comprehensive trail system for another layer of mobility, including the El Rio Trail, Central Spine Trail, the Sarival Trail, the Community Trails and the Local Trails throughout the community.

See Exhibit 13, Bike Pedestrian, and Vehicle Circulation Plan for the location of these trails and roadways. (Local Trails are not shown in Exhibit 13 as the locations will vary based on the phased development of individual neighborhoods)

4.6. Utilities and Infrastructure

4.6.a. Water

Rio 1900 is proposing a water transmission and distribution system to provide water service and fire protection to the development. The water transmission and distribution system design will follow the criteria presented in the City of Goodyear Design Standards and Policies Manual, and the City of Goodyear Integrated Water Master Plan. The proposed water transmission and distribution system may receive water service from a possible on-site water campus, if needed, with connections to the existing 20 and 30-inch water mains in Cotton Lane and the existing 16-inch water main in Estrella Parkway. Additional details of the water distribution system are available within the Rio 1900 Water Master Plan.

4.6.b. Sewer

Rio 1900 is proposing a sewer collection system to provide sewer service to the development. The sewer collection system design will follow the criteria presented in the City of Goodyear Design Standards and Policies Manual, August 2017. The proposed sewer collection system will flow by gravity into one of 3 proposed lift stations. The proposed lift stations will pump sewer flows through force mains to the existing 157th Avenue Wastewater Treatment Plant. Additional details of the sewer collection system are available within the Rio 1900 Wastewater Master Plan.

4.6.c. Drainage

According to the Maricopa County, Arizona, and Incorporated Flood Areas Flood Insurance Rate Map (FIRM) panel numbers 04013C2145N, 04013C2605N, & 04013C2625N, the Rio 1900 site falls within Special Flood Hazard Area (SFHA) Zones A, AE, and X.

Three major washes cross the Site and are delineated as FEMA SFHA Zones A and AE. Minor washes also impact the southern and western boundaries that are not delineated as SFHAs. All offsite flows generally travel across the Site from southeast to northwest and ultimately outfall to the Gila River, which bounds the Site along the north boundary. Where necessary and appropriate, engineered channel design will be implemented to re-route flows through the Site to their historic outfall. Engineered channels will be carefully designed to blend with the surrounding landscape and take on a natural appearance.

The Site is adjacent to the Gila River, and it is understood that the construction of this development requires a Conditional Letter of Map Revision (CLOMR) and subsequent Letter of Map Revision (LOMR) for the anticipated impacts to the currently effective Special Flood Hazard Areas (SFHA). The impacts include encroachments and fill placement within the existing floodplain due to the proposed lot layout. However, the proposed lot layout will not encroach into the effective regulatory floodway.

Furthermore, finished floor elevations will be designed with a minimum of 1 foot of freeboard above the adjacent water surface elevations (WSE) within Gila River based on the proposed conditions prepared in the CLOMR. Erosion Hazard Setbacks (EHS) will be proposed as part of the CLOMR and adequate scour protection will be installed where lots are within the EHS line in accordance with Arizona Department of Water Resources Flood Warning and Dam Safety Section's State Standard for Watercourse System Sediment Balance.

Onsite flows will be collected within local streets and collector roads and conveyed to scuppers and/or catch basins leading to various retention basins throughout the Site. Retention basins will be designed to retain the runoff from the 100-year, 6-hour event for the drainage areas contributing

to them, with the exception of retention basins adjacent to the washes. Those basins will be designed for the increase in post-development flow or first flush, whichever is greater in these areas. A waiver will be obtained, if necessary, in support of this approach.

Retention basins will be designed to have a maximum ponding depth of 3 feet, with an additional 1 foot of freeboard, and will be designed in coordination with the landscape architect to allow for aesthetically pleasing and hydraulically efficient multi-use facilities. Additionally, the basins will be designed to drain within 36 hours following the end of a storm event by percolation or bleedoff and, if needed, drywells.

4.6.d. Dry Utilities

Rio 1900 will utilize existing dry utilities along Cotton Lane and Estrella Parkway to serve the Site. If capacity is not available additional improvements will be made to supply the Site based on needs of the development and working with each dry utility company.

4.6.e. Infrastructure Phasing

Rio 1900 will be developed in multiple phases as market conditions warrant. Improvement plans for each phase will be submitted to the City as such phases develop to ensure proper and orderly development. The infrastructure, public facilities, parks, and community amenities will be built in phases, and in many cases, will be constructed concurrently with the parcels being served. Infrastructure improvements will be designed and sized to accommodate planned improvements with each phase of development and may be expanded at the time of the initial installation or in the future to accommodate additional development. Infrastructure required to serve each parcel (beyond the boundary of the parcel) may need to be installed with or before the parcel improvements.

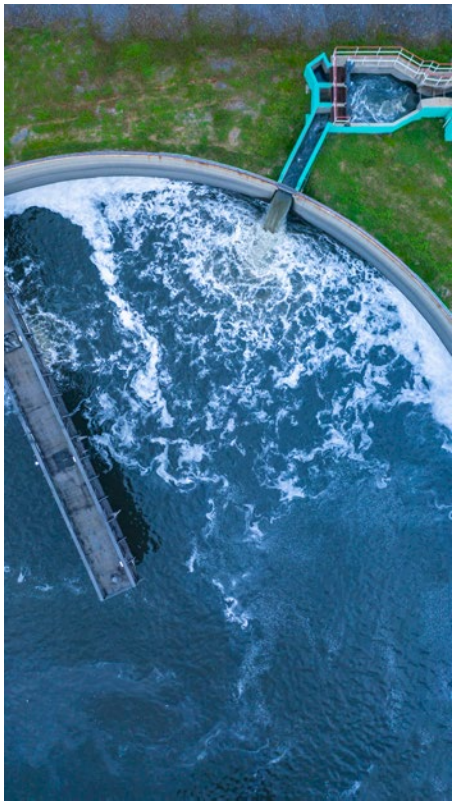
4.6.f. Infrastructure Master Reports

Rio 1900 includes, by reference, infrastructure master reports for water, wastewater, drainage, and transportation (individually, "Master Report," or collectively, "Master Reports") that provide the guidance for infrastructure to assure that the development can be reasonably accommodated in an orderly fashion. Ultimate infrastructure improvements will be based on actual subdivision plats and development plans.

Updates to a Master Report may be required by the City's Director of Engineering or designee, to the extent reasonably necessary, to address significant changes made to the land use and infrastructure assumptions originally approved in a Master Report. Additionally, if an approved Master Report provides sufficient analysis and detail, and development shown on a preliminary plat or site plan is equal to or less intense than that assumed in the Master Report, the City's Director of Engineering or designee may waive the Preliminary Report requirement.


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GOODYEAR FIRE DEPARTMENT






SCHOOL BUS







4.7. Public Facilities

4.7.a. Schools

In 2004, an Agreement of Understanding was recorded between the Buckeye Union High School District #201 (BUHS), Liberty Elementary School District #25 (LES) and the King Ranch Project, now referred to as Rio 1900. This agreement outlines that certain fees per residential dwelling unit will be provided to BUHS and that 2 school sites will be donated to LES. Exhibit 6, Conceptual Community Character Area Plan identifies 2 potential school sites on the property, though the precise size, number of schools, and location are conceptual and will be coordinated with the School District.

Rio 1900 will follow the provisions of this agreement or as all parties may agree to amend in order to appropriately respond the current and future school needs within the Rio 1900 community.

4.7.b. Fire Station

Rio 1900 is proposing a site for a Fire Station to serve the community and surrounding area. The proposed site is approximately 4 net acres in size and is centrally located just east of Cotton Lane along the collector road accessing the Community Park. This site was proposed based on its central location for the community and superior access to a future signalized intersection at Cotton Lane. The final approval of any proposed fire station site rests solely with the Fire Chief.

4.7.c. Water Campus

If needed, Rio 1900 will provide a water campus to provide adequate water pressures and flows to the development. The exact details of the potential water campus and design requirements are still being discussed with the City of Goodyear. A potential water campus design would be anticipated to include water storage, a booster pump station, a well, and possibly a water treatment system. The capacities of the water campus appurtenances will follow the City of Goodyear Design Standards and Policies Manual, August 2017, and the City of Goodyear Integrated Water Master Plan 2016. Additional design details for the water campus are available within the Rio 1900 Water Master Plan.



4.8. Goodyear General Plan Conformance Analysis

The Site is designated by the 2035 General Plan's Land Use Map as Neighborhoods and Open Space and partially overlaid by the Farm Focus Area and the Aggregate Mining Overlay. All proposed land uses of Rio 1900 align with the Applicable Zoning Districts identified by the General Plan for the Neighborhoods and Open Space Land Use designations. It should be noted that the Applicant has filed a Minor General Plan Amendment to modify 33-acres of land within the ASLD property from Open Space to Neighborhoods in an area outside the Gila River floodway that is more suitable for residential development. It is anticipated that this GPA will be approved prior to the PAD being approved.

Chapter 9 of the 2035 General Plan establishes suggested Development Standards to guide future development. Many of these suggested Development Standards have been incorporated into Rio 1900 as Design Guidelines to ensure the function and appearance of the Site meet the expectations of the community and the goals of the General Plan.

The 2035 Goodyear General Plan assigns goals to Chapters 3-8. These Chapters guide for Goodyear to be Livable & Connected (Ch. 3), Inclusive & Diverse (Ch.4), Healthy & Sustained (Ch.5), Resilient & Safe (Ch. 6), Prosperous & Innovative (Ch.7), and Responsive & Accessible (Ch.8). Following each of these goals the General Plan provides several policies or guidelines that proposed developments may follow in order to accomplish the respective goal.

Listed below are the most applicable goals of the General Plan and a summary of how Rio 1900 meets and/or exceeds the goal.



Livable and Connected

Goal LC-1: A compatible mix of land uses that foster a high quality of life in a distinctive way that is unique to the city.

Rio 1900 provides for a mix of urban, suburban, and rural residential densities and housing types throughout the Site. The Land Use Character Areas (LUCAs) allow for land use resiliency and flexibility while still supporting an appropriate mix of densities and product types, ensuring diversity of housing product to serve a variety of lifestyle choices for residents. Higher densities and intense land uses are permitted closer to arterial roadways or where only a short connection from the proposed collector roadway is needed to get to an arterial. As shown on the LUCA exhibits, the higher density and more intense land uses are not permitted next to the existing single-family homes to the south. The lower density and less intense land uses are permitted across the Site including where they are adjacent to existing single-family residential to the south.

The overlapping nature of the LUCAs promote flexibility and creativity while the regulations of each LUCA protect existing and future residences from incompatible land uses.

Goal LC-2: A stable approach to growth that is well managed and distributed to meet or exceed the quality of existing development and equitably address the needs of existing and future residents, businesses, and visitors.

The growth that will result from Rio 1900 will be sustainable and will provide a substantial improvement to the public infrastructure and services. The roadway and infrastructure improvements outlined in this document will support the proposed development and enhance the quality of life for surrounding residents. Rio 1900 will provide a fire station, 2 dedicated school sites, new and expanded public roadways, water and sewer infrastructure, and establish new trail corridors and public open spaces. These improvements will be provided by the developer and will support the Rio 1900 residents as well as members of the surrounding community.

The Site is located on an existing arterial and is about a ten-minute drive away from Interstate 10 and State Route 303. This location is supportive of the proposed development as existing infrastructure is in place and will be further enhanced and extended as part of site development.

Goal LC-4: All areas of Goodyear become complete neighborhoods.

Rio 1900 will manifest as a complete neighborhood and enhance the "completeness" of nearby neighborhoods. The LUCA approach is structured to provide for a diverse and flexible plan, allowing for a variety of neighborhood appropriate commercial land uses near the Cotton Lane and Estrella Parkway. These commercial uses as well as the schools, services, parks, and open spaces will contribute to the completeness of Rio 1900 by ensuring an appropriate balance of non-residential uses to support the residents living within and surrounding the community. The many trails, sidewalks, and roadways throughout the Site will further connect residents to the existing commercial uses located south in the Estrella Community. These proposed connectivity improvements will give existing Estrella and future Rio 1900 residents greater accessibility options to existing and proposed commercial uses and public spaces and thus will create and strengthen residents' experience of a diverse community with an appropriate blend of uses.

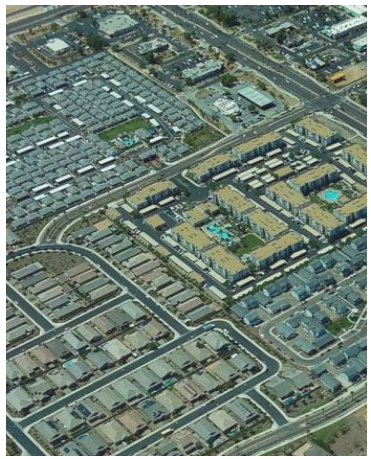












Inclusive and Diverse

Goal ID-1: Vibrant, equitable, and diverse neighborhoods recognized as being "a home for everyone," each with their individual character yet connected and integrated into a cohesive Goodyear.

Rio 1900 supports "aging in place" to create "a home for everyone," by providing for diverse housing types as well as multi-modal options which include walkways that meet applicable standards of the Americans with Disabilities Act (ADA). Under the proposed Land Use Character Areas (LUCAs), senior housing and assisted living are permitted across the majority of the Site including areas next to commercial services and open spaces.

Goal ID-2: A range of housing types, price points, and sizes meet the needs of all ages, incomes, and lifestyles.

Rio 1900 allows for a variety of housing types and lots sizes to include large estate-style single-family homes, small single-family lots for first time homeowners or for single or two-person homes, townhomes for those who desire fewer yard maintenance responsibilities, as well as attached multi-family units and detached build-to-rent multi-family units. Each of these residential types and sizes appeal to residents of vastly different ages, income levels, and lifestyles or stages



Healthy & Sustained

Goal HS-1: A comprehensive, connected, and accessible parks, open space, and recreation system serves existing and future residents by contributing to the community's social, economic, and environmental quality.

Rio 1900 meets HS-1 by providing a balance of diverse open spaces, including passive and active open spaces, Local and Neighborhood Parks, a 30-acre Community Park, and several miles of public trails. In particular, the 30-acre Community Park will serve existing and future residents who live within and outside of Rio 1900. This Community Park is strategically positioned adjacent to Cotton Lane where it is highly visible and accessible not just for Rio 1900 residents but for the entire community, while also ensuring that traffic for major activities and events do not negatively impact adjacent neighborhoods.

Goal HS-3: A healthy community with access to active lifestyle and mobility opportunities.

As shown on Exhibit 13, Bike, Pedestrian and Vehicle Circulation Plan, detached sidewalks and bike lanes will be provided on both Estrella Parkway and Cotton Lane as well as on all proposed Collector Roadways within the Rio 1900 site. Additionally, to meet the goals of the Parks and Recreation Master Plan 4 main trails will follow along wash corridors to connect Rio 1900 and Estrella residents as well as users along Cotton Lane, to the 50-foot wide El Rio Trail corridor. This trail system will connect to the proposed Central Spine linear park and trail, various neighborhoods, active and passive local and neighborhood parks, the community park, and multi-family and commercial areas to ensure the community provides access to an active and mobile lifestyle.



Resilient & Safe

Goal RS-5: A safer, more livable community.

A strong sense of community fosters a safe environment where residents watch out for each other. Rio 1900 promotes a strong sense of community by locating Local Parks as close as within 1/8th to ¼ of a mile to most residents as well as larger Neighborhood Parks and a Community Park. Reduced lots sizes and setbacks support the placement of homes closer to the roadway to allow for "eyes on the street," which supports safety through passive community surveillance. The network of detached or off-road trails promote a safer alternative for pedestrians and bicyclists to travel where there is more separation from drivers.

4.9 Consistency with Zoning Ordinance Section 1-3-1-D-3

Consistency with the goals, objectives, policies and future land use map of the General Plan. Consideration of current market factors, demographics, infrastructure, traffic, environmental issues, and if conditions have changed significantly since adoption of the General Plan.
See Section 4.8 Goodyear General Plan Conformance Analysis.

Suitability of the physical and natural features of the subject property for the uses permitted in the proposed zoning district.
As outlined in Section 4. Community Plan Elements, the proposed Conceptual Character Area plan (CCAP) observes the existing natural and built features of the Site and proposes land uses suitable around and in conjunction with those natural and built features. Natural and passive open spaces are proposed to be located within wash areas and within the flood zones associated with the Gila River.

Compatibility of all potential uses with the surrounding uses and zoning in terms of land suitability, environmental impacts, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential impact on property values.
As outlined in the submitted Traffic Impact Analysis and within the Preliminary Drainage, Water, and Sewer Reports sufficient infrastructure will be provided as part of the proposed development of the Site. Sections 4.5 and 4.6 provide further details on proposed roadways, utilities, and other infrastructure.

The proposed zoning district's consistency with other land uses within the immediate area and whether the proposed zoning district would be better suited to the property than the current zoning.
As outlined in Section 3.1.C, 3.1.G, careful considerations have been made to ensure appropriate land uses are provided at the perimeter of the Site. Said Sections ensure that similar scale residential lots will be developed next to existing surrounding residential uses or provide a minimum of a 100-foot buffer. Per Section 4.8, Goal LC-4, the proposed land uses will work with surrounding existing land uses to create and reinforce complete neighborhoods.

Demand of the types of uses permitted in the proposed zoning district in relation to the amount of land currently zoned and available to accommodate the demand.
The proposed PAD provides a variety of land uses; however, the greatest difference from the existing PAD is that the proposed development standards allow for a greater diversity of housing types to be developed across the Site. Housing diversity is specifically supported by a number of General Plan goals including Goals 1D-1, ID-2.

Demands for public services that will be generated by the uses permitted in the proposed zoning district and requirements for meeting such demands in terms of public infrastructure and facilities and other capital equipment, such as water supplies, water treatment, storage, and distribution facilities, wastewater treatment, recharge and distribution facilities, streets, bridges, schools and emergency services facilities and equipment.
Section 2.4 describes the existing site conditions, including transportation and utilities. Sections 4.5, 4.6, and 2.7 discuss the proposed transportation and utility improvements as well as the proposed dedication of 2 school site and a fire station site. The submitted Preliminary water, sewer, and drainage reports as well as the Traffic Impact Analysis outline the approximate demand that will be created for these infrastructures and how the proposed development will accommodate the demand.

Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.
As outlined in Section 4.8, Goal LC-2 the Site is located on an existing arterial and is about a ten-minute drive from Interstate 10. The location of the Site is supportive of the proposed development as existing infrastructure is in place and will be further expanded as part of development.

General public's concerns (further evaluation will come from the public review process)
Information will be provided in response to this review criterion as part of the public review process.

Whether the amendment promotes orderly growth and development;
Section 4.8 outlines how the proposed rezoning promotes orderly growth and development.

Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public.
A main component of this rezoning is the amount of proposed public and connective open space. The applicant team has worked closely with the City including representatives of the Parks and Recreation Department to ensure that the goals of the new City of Goodyear Game Plan (Parks and Recreation Master Plan) are met. This includes providing a Community Park that is approximately 30-acres in size, a signature 3-mile public trail along the Gila River, and several miles of additional trails. These connected open space improvements should vastly and positively enhance the general health of Goodyear Residents.



5. REGULATORY DEVELOPMENT STANDARDS

The regulatory development standards for the Rio 1900 PAD provide the regulatory zoning provisions that will govern the implementation of the community vision and master plan through the development review and permitting process as the project is built over time.

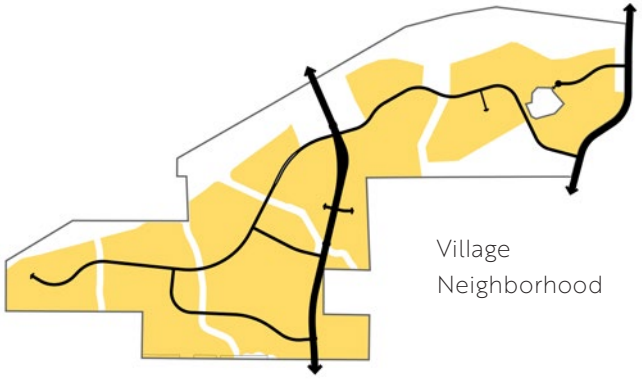
All permitted uses, development standards, design guidelines, landscape standards, sign regulations, and lighting provisions shall be governed by the underlying Zoning District, except as modified by this PAD.

If there is a conflict between language or provisions within this PAD and the City's Zoning Ordinance or Design Guidelines, the language or provisions within this PAD shall prevail.

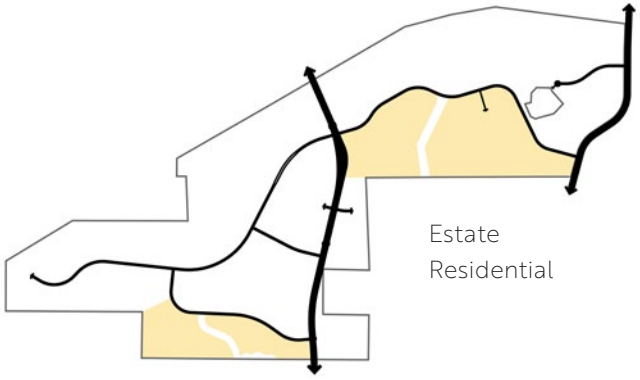
5.1. Single-Family Residential Permitted Uses & Development Standards

5.1.a. PAD Zoning Districts Permitted within ER and VN LUCAs:

For the ER LUCA, the AU and R1-10 PAD Zoning Districts are permitted.
For the VN LUCA, R1-7, R1-6, R1-4, R1-C, R1-A, and R-2 PAD Zoning Districts are permitted.



Village Neighborhood



Estate Residential

5.1.b. Permitted Uses within ER and VN LUCAs:

All permitted uses within the ER and VN LUCAs shall conform to the Use Standards within the City of Goodyear Zoning Ordinance, Residential District Use Classifications in accordance with the PAD Zoning District selected for each development project.

Additionally, an Interior Suite with an accessory cooking facility (second kitchen) ("Interior Suite") shall be permitted as an accessory use to a single-family detached residential unit within the ER and VN LUCAs if all of the following conditions are met:

1. Only one Interior Suite shall be permitted per lot and any second cooking facility shall be located on the ground floor; and
2. The Interior Suite shall be attached to, and a part of, the single-family residential unit and must be under the same roof as the residential unit without any need for fire rating between the residential unit and the Interior Suite; and
3. Utility services for the Interior Suite shall not be metered separately from the residential unit; and
4. At least one internal doorway may be provided between the Interior Suite and the remainder of the residential unit. The Interior Suite may also have an external doorway that is a separate entrance from the single-family unit; and
5. An Interior Suite shall not have a private yard that is fenced or walled off from the remainder of the lot. This requirement shall not prohibit required pool fences, fenced in animal areas, garden fences, or other fencing used for purposes other than providing a private yard for the Interior Suite; and
6. An Interior Suite shall not have a parking space served by a driveway separated and apart from the driveway and parking areas provided for the remainder of the residential unit; and
7. An Interior Suite shall not have a separate address from the residential unit; and
8. Elevations on the residential unit must minimize any secondary entry visible from the street. Entry from a second garage in a shared driveway fulfills this requirement.
9. The Interior Suite defined above shall be considered an Accessory Dwelling Unit (ADU) for purposes of Arizona Revised Statute (ARS) ADU requirements.

5.1.c. Development Standards for the ER & VN LUCAs:

All development standards for the ER and VN LUCAs shall conform to Table 6 page in accordance with the PAD Zoning District selected for each development project

Table 6: Development Standards: Estate Residential and Village Neighborhood LUCAs

	Estate Residential Districts		Village Neighborhood Districts					
	AU PAD	R1-10 PAD	R1-7 PAD	R1-6 PAD	R1-4 PAD	R1-A PAD	R1-C PAD	R-2 PAD
Lot Standards								
Minimum Lot Area (sq ft)	43,560	10,000	7,000	5,500	~~4,500~~ 4,000	~~2,800~~ 1,700	~~3,200~~ 2,400	7,200
Minimum Lot Width (ft)	150	80	~~70~~ 65	~~55~~ 50	~~45~~ 40	~~35~~ 20	40	72
Minimum Lot Depth (ft)	N/A	125	100	100	100	85	~~80~~ 55	100
Building Form and Location								
Maximum Height (ft)	30	30	30	30	30	35	35	30
Maximum Building Coverage	~~20%~~ 40%	~~40%~~ 55%	~~45%~~ 60%	~~60%~~ 65%	~~60%~~ 70%	~~75%~~ 80%	~~60%~~ 70%	~~40%~~ 65%
Minimum Building Setbacks (ft)								
Front (1) (2)	20	10	10	10	10	10	5 (2)	10
Front facing garage (5)	20	~~20~~ 18	~~20~~ 18	~~20~~ 18	~~20~~ 18	~~20~~ 18	~~20~~ 18	~~20~~ 18
Side	15	~~10~~ 5	5	5	5	0 (3)	0	5
Total both sides	30	~~20~~ 10	~~15~~ 10	~~15~~ 10	~~15~~ 10	0 (3)	10	15
Street Side (2)(4)	30	20	15	10	10	10	10	~~20~~ 10
Rear	50	30	~~25~~ 20	~~20~~ 15	~~20~~ 15	~~15~~ 10	~~15~~ 10	~~20~~ 15
Development Standards								
Open Space % (of net area) (6)	0	~~10%~~	~~12~~	~~15~~	~~15~~	~~15~~	~~15~~	~~15~~
		17% min. with 8.5% usable open space	17% min. with 8.5% usable open space					

(1) Front setback shall be measured to patios, livable space, and side entry garages.

(2) Setback from a public or private street that is not providing direct vehicular access to homes shall be 10 feet.

(3) Attached side setbacks shall be 0 feet, whereas building separation shall be a minimum of 5 feet.

(4) Where a minimum 10 foot wide landscape tract is provided, the typical side setbacks, rather than Street Side setback applies.

(5) Front facing garage to be a minimum of 18 feet from the right-of-way and 20 feet from back of sidewalk.

(6) See Section 4.1 of the Rio 1900 Planned Area Development Regulatory Document for regulations on minimum open space requirements.

Justification for Deviations within ER and VN LUCA Development Standards:

Minimum Lot Width
(R1-7 PAD, R1-6 PAD, R1-4 PAD, R1-A PAD)
The minimum lot width reductions for the PAD districts are a result of new and innovative product types that are being developed by various homebuilders to support buyer demand and promote a broad mix of product types within the Rio 1900 project.

Additionally, larger portions of the Rio 1900 property are constrained, including the Gila River, steep sloped areas, wash corridors, utility easements, and other site constraints, while the required infrastructure and development cost to support the project are significant. In order to balance the project opportunities and unique site constraints, a slightly smaller average lot size is justified to ensure a high quality master planned community with an appropriate mix of residential units, parks and other active and passive open space, interconnected trail system including the El Rio Regional Linear Park, and non-residential uses to support the community.

Minimum Lot Area and Lot Width Reductions
(R1-4 PAD, R1-A, R1-C)
The reduction in minimum lot area is directly tied to the reduction on minimum lot width, with justification as defined above.

Maximum Building Height
(R1-A PAD, R1-C PAD)
The modest increase in the maximum building height is to comfortably allow for 2 and 3-story product with a variety of pitched or flat rooflines and to ensure there is sufficient height for adequate roof top mechanical screening where necessary.

Minimum Lot Depth
(R1-C)
The proposed reduction in lot depth for the R1-C district is justified by the typical product type provided by homebuilders for a cluster development. Most auto-court or green-court product types fit on a lot that is much shallower than a traditional single-family lot, with a standard cluster lot size at 40'x 55', and this deviation supports this attractive and innovative product type which is anticipated to be in demand within the Rio 1900 development.

Maximum Building Coverage
(AU PAD, R1-10 PAD, R1-7 PAD, R1-6 PAD, R1-4 PAD, R1-A PAD, R1-C PAD, R-2 PAD)
Maximum building coverage can be an impediment to product creativity and can also discourage single-story homes. With lot sizes getting smaller based on buyer preferences, and product types becoming more innovative in terms of floorplan and layout, including RV garages, interior suites, accessory dwelling units, etc., Rio 1900 encourages creativity by providing an increased maximum building coverage allowance, promoting greater flexibility and creativity for homebuilders and homebuyers when it comes to options for their home.

Front Facing Garage
(AU PAD, R1-10 PAD, R1-7 PAD, R1-6 PAD, R1-4 PAD, R1-A PAD, R1-C PAD, R-2 PAD)
The purpose of a 20' front facing garage setback is to ensure cars parking in the driveway do not block or overhang on the sidewalk or street. Since public streets require sidewalks, and most sidewalks are 1'-2' inside the right-of-way, allowing for an 18' setback from the right-of-way, and a minimum 20' from the back of sidewalk is an appropriate deviation to address the issue.

Side Yard Setback Total Both Sides
(R1-10 PAD, R1-7 PAD, R1-6 PAD, R1-4 PAD)
With lot sizes trending slightly smaller and to promote more innovative product types as well as encourage more single-story product, a consistent side yard setback across most lot sizes at 5' minimum and 10' combined is appropriate and promotes a consistent requirement of ten feet of separation between homes.

Rear Setback
(R1-7 PAD, R1-6 PAD, R1-4 PAD, R1-A PAD, R1-C PAD, R-2 PAD)
Rio 1900 will be providing an abundance of open space. The goal is to provide all homes access to open space and trail connectivity within a 1/8 to ¼ mile walking distance. The overall open space program encourages and offers residents ample opportunities for outdoor recreation throughout the development. At the same time, the reduced rear setback allows greater flexibility for siting different home products on each lot size while not requiring homebuyers to purchase additional lot area they may not want or need.

Open Space
(R1-10 PAD, R1-7 PAD, R1-6 PAD, R1-4 PAD, R1-A PAD, R1-C PAD, R-2 PAD)
Rio 1900 will provide an abundance of open space, well beyond the traditional requirements per the Goodyear Zoning Ordinance.

In accordance with the Parks, Trails, and Open Space Plan, many of the open spaces and amenities will be connected and shared by multiple neighborhoods and subdivisions rather than isolate amenities within individual subdivisions. While a particular park or open space amenity may not be directly within an individual subdivision, it may be immediately adjacent or within a short walk. Rather than require each subdivision to meet individual standards, the requirement for each subdivision has been reduced, but the overall open space requirements will exceed City standards. Per Table 3.2.3-A of the City of Goodyear Zoning Ordinance, the total residential open space requirement ranges from 12% to 15% depending on the residential district. Rio 1900 is proposing a minimum of 17% total open space for residential development, exceeding the highest requirements within the Zoning Ordinance. Additionally, Section 3-2-3-C.b.ii of the Goodyear Zoning Ordinance requires a 5-acre park within a ¼ mile walking distance of all dwelling units. This standard is equivalent to a 5-acre park for approximately every ¼ section, or 160-acres of residential development, which equates to an average of just over 3% usable open space per Goodyear Zoning Ordinance. Rio 1900 will provide a minimum of 50% of the total designated open space (or 8.5% of residential development) as usable open space for all developable residential uses within the community. This will far exceed the City's requirement for usable open space and shall include the Community Park, Neighborhood Parks, Local Parks, Amenity Area, El Rio Regional Park, Central Spine Linear Park, trail corridors and other active amenities within the community.

The Open Space Plan as part of this PAD demonstrates how the overall open space program and spacing will be organized from a master planned perspective. This wholistic master planning approach, rather than a focus on individual subdivisions, will promote a much more comprehensive and connected open space system for the benefit of all Rio 1900 residents.

5.2. Multi-Family Residential Permitted Uses & Development Standards

5.2.a. PAD Zoning Districts Permitted within UN LUCA:

For the UN LUCA, MF-12, MF-18, and MF-24 PAD Zoning Districts are permitted.

5.2.b. Permitted Uses:

All permitted uses within the UN LUCA shall conform to the Use Standards within the City of Goodyear Zoning Ordinance, Residential District Use Classifications in accordance with the PAD Zoning District selected for each development project.

5.2.c. Development Standards:

All development standards for the UN LUCAs shall conform to Table 7 in accordance with the PAD Zoning District selected for each development project.

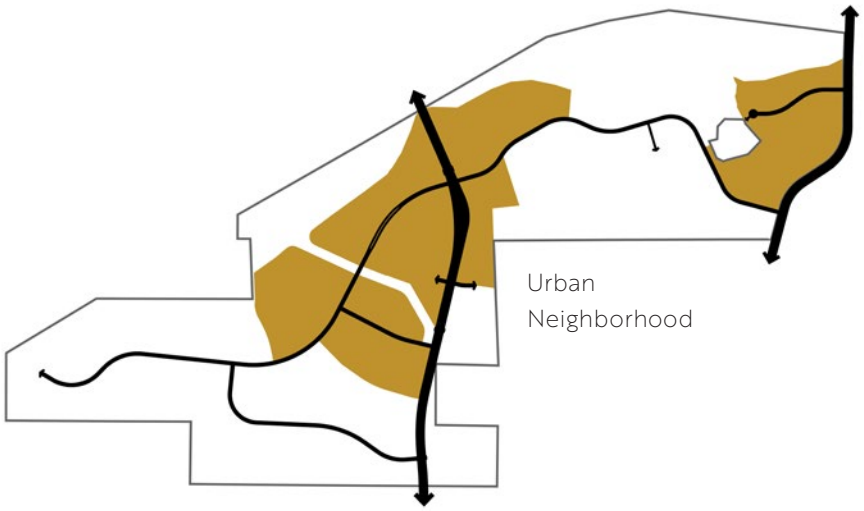


Table 7: Development Standards: Urban Neighborhood LUCA

Standard	MF-12 PAD	MF-18 PAD	MF-24-PAD
Max. density (du/ac)	12	18	24
Min. Lot Width (ft)	200	200	200
Min. Lot Depth (ft)	N/A	N/A	N/A
Max. Building Height (ft)	~~25~~ 30(2)	30	40
Accessory Building (ft)	12	12	12
Max. Building Coverage	50%	50%	50%
Minimum Building Setbacks			
Front (ft)	30	30	30
Street Side (ft)	20	30	30
Side excepts for street side (ft)	20	30	20
Total both sides (ft)	40	60	40
Rear (ft)	~~30~~ 20	30	30
Minimum Building Setback From Existing Single Family Use (1)			
Building Height 20 feet or less (ft)	20	30	30
Building Height between 20-30 feet (ft)	~~50~~ 30	50	50
Building Height greater than 30 feet (ft)	N/A	50+5' for every foot over 30'	50+5' for every foot over 30'
Recreational Open Space (sf/du)	400	400	400
Private Outdoor Space (sf/du)	200	60	60
Footnote:			
(1) Minimum setback from a single family lot shall be measured from the multi-family building to an existing single-family lot, or a single-family lot within an approved preliminary plat or final plat. This only applies if single-family uses or approved single family plats are adjacent, since the PAD zoning is flexible. If no single-family uses or approved preliminary plats are adjacent at the time of development, this standard shall not apply.			
(2) 30' building height applies for pitched roofs. For flat roofs, the maximum building height shall be 25'.			

Justification for Deviations within UN LUCA Development Standards

Max. Building Height
(MF-12 PAD)
The MF-12 district is generally intended for single-lot, detached build-to-rent communities. Many developers are now providing 2-story options, and 25′ would not allow for a 2-story option, thus the proposed increase to 30′ in height, similar to the MF-18 district. Within the MF-12 district, the 30′ height would only apply for buildings with pitched roofs. Buildings with flat roofs shall have a maximum height of 25′.

Rear Setback
(MF-12 PAD)
As stated above, the MF-12 is generally intended for detached, build-to-rent communities. These are generally single-story, sometimes 2-story, but consistent with single-family residential development. Rear yards setbacks for similar single-family residential is 15′-20′, so a 20′ setback is consistent with comparable 1-2 story single-family residential development.

Setback from Single-Family Zoning District
Since MF-12 is typically designated for build-to-rent communities with 1-2 stories maximum, it is justifiable that perimeter setbacks are general consistent with single-family residential development, so 20′ setback for building heights up to 20′ and 30′ setback for building heights up to 30′ is consistent and actually exceeds perimeter standards for single-family residential development.










5.3. Commercial Activity Center (CAC) and Civic Uses (CU) Permitted Uses & Development Standards

5.3.a. PAD Zoning Districts Permitted within CAC and CU LUCAs:

For the CAC LUCA, C-O, C-1 C-2 PAD Zoning Districts are permitted.
For the CU LUCA, PFD PAD Zoning District is permitted.

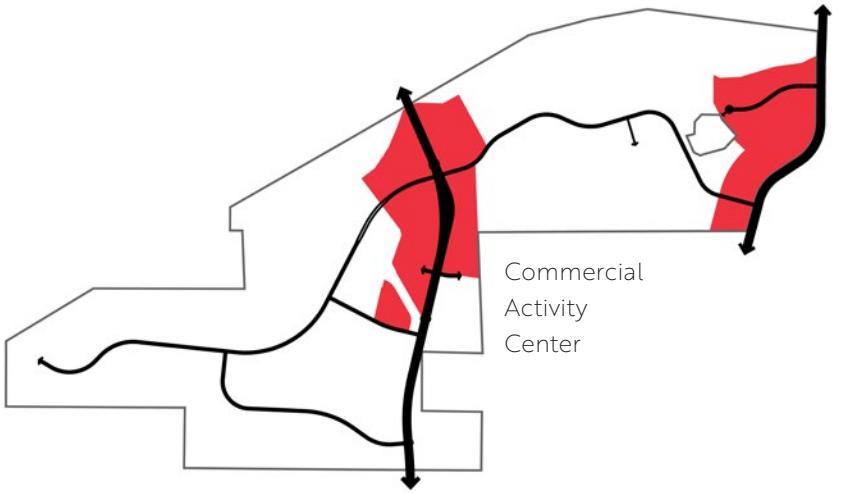
5.3.b. Permitted Uses:

All permitted uses within the CAC LUCA shall conform to the Use Standards within the City of Goodyear Zoning Ordinance for the applicable PAD Zoning District selected for each development parcel.

All permitted uses within the CU LUCA shall conform to the Use Standards within the City of Goodyear Zoning Ordinance for Public Facilities PAD Zoning District.

5.3.c. Development Standards for the CAC and CU LUCAs:

All development standards for the CAC and CU LUCA shall conform to Table 8 based on the PAD Zoning District permitted and selected for each applicable development project.



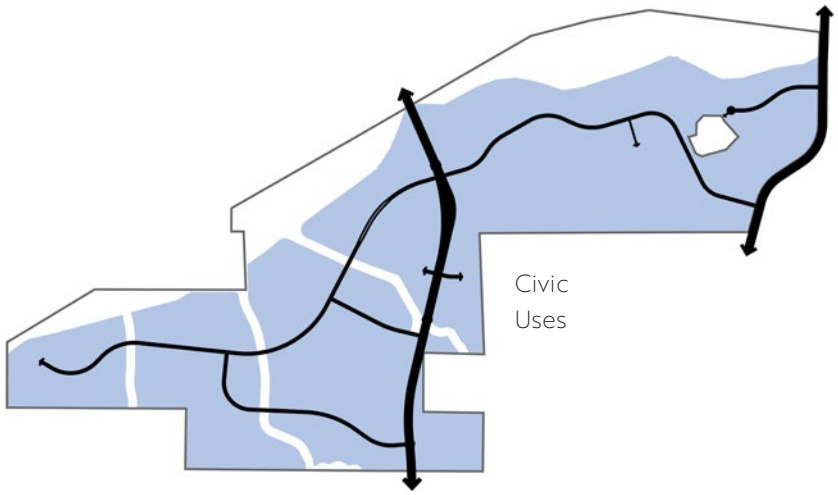


Table 8: Development Standards: Commercial Activity Center and Civic Uses LUCAs

	CAC Districts (1)			CU Districts (1)
	C-O PAD	C-1 PAD	C-2 PAD	PFD PAD
Minimum Net Site Area (sf)	6,000	10,000	10,000	None
Minimum Lot width (ft)	60	150	150	None
Maximum Height (ft)	30	30	56	40
Maximum Building Coverage	50%	50%	50%	None
Minimum Building Setbacks (ft)				
Front	30	30	30	None
Side	20	20	N/A	None
Rear	20	20	N/A	None
Street Side	30	30	30	30
Footnotes:				
(1) The development standards and footnotes provided in the Goodyear Zoning Ordinance applicable to the PAD Zoning District identified herein shall apply except as otherwise modified herein.				











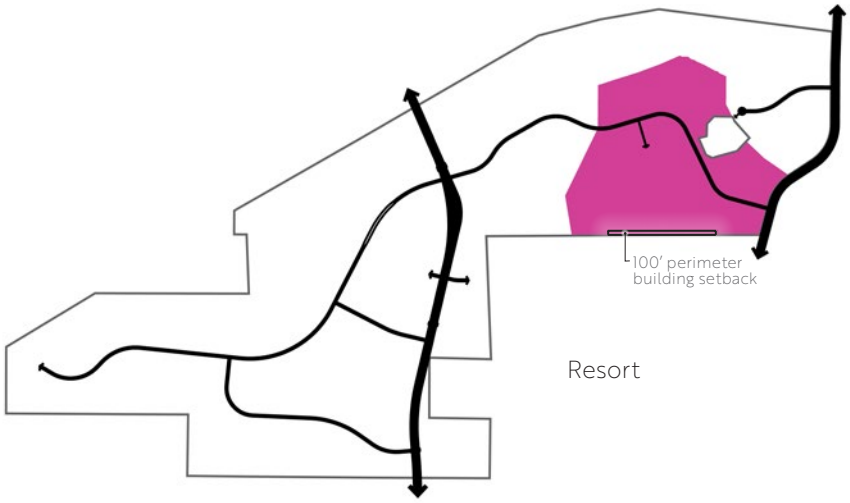






5.4 Resort District Permitted Uses and Development Standards

As detailed below, a limited and customized list of permitted uses has been selected from the City's C-2 Zoning District for the Resort Character Area.



5.4.a. Principal Permitted Uses.

Only listed use of structures or land shall be permitted:

i. Hotels and resorts, and all ancillary uses to hotel/resort uses.

5.4.b. Supporting Principal Permitted Uses.

Listed use of structures or land shall be permitted where it is developed in conjunction with a hotel or resort use:

i. Bar/cocktail lounge subject to the following conditions or limitations:
   a. Live music or entertainment shall only be allowed as an accessory use if the facility is located a minimum of three hundred feet (300') from the perimeter of the Resort LUCA designation. The area within the facility designated for music or entertainment activities shall not exceed 5,000 square feet. All noise generated by live music or entertainment activities shall be fully contained within the indoor space occupied by the bar/ cocktail lounge.
   b. The area devoted to patron dancing shall not exceed twenty-five percent (25%) of the total floor area.

ii. Entertainment establishments that operate in conjunction with a resort or reasonably relate to or support an existing or proposed resort, including indoor or outdoor uses such as miniature golf, pools, performing arts, venues, equestrian oriented entertainment, or other similar uses as determined by the Development Services Director. Said entertainment establishments shall not be located within 500 feet of perimeter of the Resort LUCA designation and shall not create a nuisance in the form of noise, light, smell, dust, or other forms that negatively impacts existing residential areas.

iii. Health club.

iv. Restaurants, subject to the following conditions or limitations:
   a. Live music and/or other forms of entertainment activities shall only be allowed as an accessory use if all of the following requirements are

met. The restaurant is located a minimum of three hundred (300) feet from the perimeter of the Resort LUCA designation. The area within the restaurant designed and/or used for live music and/or entertainment activities does not exceed five thousand (5,000) square feet. All noise generated by live music and/or entertainment activities is fully contained within the indoor space of the restaurant.

b. Patron dancing within the indoor space of a Restaurant shall be allowed as an accessory use provided the area within a Restaurant devoted to patron dancing does not exceed twenty-five (25) percent of the total indoor floor area of the Restaurant.

v. Retail stores with sales only, excluding drive through facilities.

vi. Brewpub, subject to the provisions of Article 4-2-15, where they are no closer than 300 feet to the southern property line.

vii. Microbrewer, subject to the provisions of Article 4-2-15, where they are no closer than 300 feet to the southern property line.

5.4.c. Permitted Accessory Uses.

Listed accessory use of structures or land shall be permitted where it is accessory to a hotel:

i. Uses of land or structures customarily incidental and subordinate to one of the permitted principal uses, including but not limited to, Personal services, such as barber and hair styling shops, beauty salons, massage establishments, laundry and dry cleaning shops, or other similar uses as determined by the Development Services Director may be permitted as accessory uses to a Resort.

ii. Signs, on site, as provided in Article 7 of the Goodyear Zoning Ordinance.

iii. Portable Storage Containers, subject to Article 8-2 of the Goodyear Zoning Ordinance.

5.4.d. Development Standards:

All development standards for the Resort District LUCA shall conform to the C-2 PAD standards of Table 9.

Additional Setback Standards Along Southern Perimeter:

In addition to the standards defined within Table 9, a one-hundred foot (100') perimeter building setback shall apply to the southern perimeter of the Resort District where existing homes within Estrella are within one hundred feet (100') of the Resort District boundary.

Table 9: Development Standards: Resort LUCA

C-2 PAD	
Minimum Net Site Area (sf)	10,000
Minimum Lot width (ft)	150
Maximum Height (ft)	56
Maximum Building Coverage	50%
Minimum Building Setbacks (ft)	
Front	30
Side	N/A
Rear	N/A
Street Side	30
Southern Perimeter Building Setback	100' from southern boundary of Resort LUCA where existing homes within Estrella are within 100' of the Resort LUCA boundary.
Footnotes:	
(1) The development standards and footnotes provided in the Goodyear Zoning Ordinance applicable to the PAD Zoning District identified herein shall apply except as otherwise modified herein.	








TIFFANY & Co.
LOUIS VUITTON


FOOD COURT






PETCO











6.

DESIGN GUIDELINES & STANDARDS

6.1 Dark Sky Design Guidelines

6.2 Hillside Development Standards

6.3 El Rio Trail Design Guidelines

The purpose and intent of this Section is to create a complementary set of Design Guidelines that are calibrated for Rio 1900 to address Dark Skies, the El Rio Trail and Hillside Development. These design guidelines aim to provide guidance on these specific areas that are not covered in the City of Goodyear's Design Guidelines Manual. In addition to the design guidelines included in this Section, Rio 1900 shall conform to the City of Goodyear's Design Guidelines Manual to serve as a guide for development within Rio 1900.



6.1 Dark Sky Preservation Guidelines

A Rio 1900 will incorporate Dark Sky preservation principles into the overall lighting program for the community. Continuous street lighting is therefore discouraged. Street lighting along arterial and collector roadways is required at intersections only.

B Except as defined in the paragraph above, Rio 1900 will also conform to the standards within Article 10, Outdoor Lighting Standards of the Goodyear Zoning Ordinance. If there is a conflict between the paragraph above and the Goodyear Zoning Ordinance, the PAD standard shall prevail

6.2. Hillside Development Standards

6.2.1. Introduction

Rio 1900 has the unique benefit of having diverse landforms through out the Site, including flat farmland areas to rolling topography to steep landforms and rugged hillside terrain. This diversity in landforms and topography offer unique challenges and opportunities for the development. Portions of the property exceed twenty percent (20%) in slope and pose unique opportunities if developed in a responsible and environmentally sensitive way. As such, the developer wishes to include Hillside Area Development Standards within this PAD to help reinforce quality development.

6.2.2 Purpose/Intent

The purpose of these standards is to establish regulations and guidelines for development within the designated Hillside areas within the Rio 1900 Master Plan. Development in these areas require special considerations to ensure that development is done in a quality manner, to protect the unique landforms, and to properly address potential hazards including, but not limited to, storm water runoff, rock falls, and other geologic hazards. These standards will govern all development within the designated hillside areas where slopes exceed twenty percent (20%). These standards are a supplement to City Code and Current Zoning regulations and do not replace them. If a specific item is not addressed in this document, refer to the appropriate section of this approved PAD, or current City Code.

6.2.3. Definitions

Construction Envelope. A specific area defined by the architect, planner, or engineer, as shown on the improvement plans.

Custom Lot. A lot which can be irregular in shape and size and gives the lot owner the ability to design a completely unique home.

Cut. The area of land which has been altered by the removal of rock, soil, or other materials.

Disturbed Area. The ground area that has been or is proposed to be altered through grading, removal of natural vegetation, trenching, or by any other means that causes a change in the surface of the ground.

Fill. The deposit of soil, rock, or other materials placed during construction.

Grading. Any excavating, filling, or combination thereof, including the conditions resulting from any excavation or fill.

Hillside Area. Area within the Rio 1900 Master Plan that resides above the twenty percent (20%) slope line.

Mass Grading. When a large or majority of a development area is graded at one time.

Natural Grade. The grade and elevation of the ground surface in its natural undisturbed state.

Natural Open Space. Areas dedicated for permanent open space left in its natural condition. These areas may be dedicated for public use/ownership or retained in private ownership. Trails for public/private use are not considered disturbance in these areas.

6.2.4. General Provisions

- No residential lot within the Hillside area shall have a front lot width [as measured at the front setback] less than the zoning allows.
- Residential flag lots are permitted. Lot width for flag lots shall be measured from the start of the main body of the lot.
- Building setbacks shall be as required per the applicable zoning district.
- Maximum lot coverage shall comply with the applicable zoning district.
- Due to the constraints affiliated with hillside development, street length and cul-de-sacs can exceed the maximum street length so long as a proper looped connection or turn-around meeting Fire and Emergency Response vehicles and Trash Collection vehicles is met.

6.2.5. Slope Determination

All lands above the twenty percent (20%) slope line have been deemed "Hillside" as part of this document. See Exhibit 3, Topography and Drainage Map for the location of hillside areas within the Rio 1900 property. The twenty percent (20%) boundary has been determined by a computer-generated slope analysis, with a manual review of the analysis to determine the reasonable location of the twenty percent (20%) slope line. This line has been established as part of this PAD document and shall be the established Hillside boundary.

All development that occurs within the Hillside area shall conform to these standards. Development parcels that extend into Hillside areas shall have the areas that extend into the Hillside area be subject to these standards. Any improvements/development areas that impact or extend, etc. into a hillside area are subject to these standards. This could include, but are not limited to, grading, landscaping, trails, roads, or any other improvement or disturbance.

6.2.6. Site Planning

When site planning development within the hillside areas, special considerations should be taken to ensure quality development within these sensitive areas. Development of the land should follow the natural patterns and topography of the Site as much as possible. Roads should be routed to avoid steep slopes and grades, and buildings and development pads should be placed in a manner to minimize significant cuts and fills where practical.

A. Open Space Requirements

Within the designated Hillside areas, a minimum amount of open space shall be preserved. As a total, fifty percent (50%) of the total designated hillside areas shall be preserved as open space. Preserved open space should prioritize, where practical, key land features. These features include;

- Pitched Hilltops/Prominent Ridges
- Severe Steep Slopes
- Wash and Natural Drainage courses
- Boulder Outcrops
- Significant vegetation areas

Up to thirty percent (30%) of the Preserved open space can be revegetated open space and/or disturbed areas. Preserved open space does not have to be natural as long as it is revegetated to match its natural state in both plant species and quantities.

Preserved open space must be placed in a tract designated as preserved open space. Designated open space areas shall count towards required open space.

B. Grading & Disturbance

Site grading is one of the most critical aspects of developing land in hillside terrain. Careful attention must be paid to make sure that the land is developed in a manner to not disturb more than necessary. To ensure that development occurs in a sensitive manner, the following general standards have been established and apply to all types of permitted uses within the hillside areas.

- Mass grading is permitted in the Village Neighborhood, Civil Use, and Resort Overlay Land Use Character Area.
- Mass grading is not permitted in the Estate Residential Character Area. Grading and disturbance shall be limited to construction envelopes in the Estate Residential Character Area.
- Grade tie-ins shall be made to mimic or follow the natural movement of the land. Slopes shall be rounded to avoid abrupt grade changes.
- All disturbed areas shall be revegetated.

1. **Cuts and Fills** – Cuts and fills and cut and fill slopes are necessary when developing land in Hillside areas. As such, the following standards shall be followed;

- Cuts and fills should be minimized as much as possible. When a cut or fill is required, slopes or retaining walls shall be used to tie into existing grade.
- Existing cuts shall not be left raw as an exposed cut unless the cuts are through solid rock.

2. **Slopes** – In cut and/or fill conditions, slopes may be used to tie into existing grade. These slopes shall not be uniform and shall vary to mimic the natural topography of the Site.

- Cut and fill slopes shall be no steeper than three to one (3:1) within common areas and no steeper than two to one (2:1) within a residential lot.
- Cut slopes may be as steep as one to one (1:1) when applied in stable terrain, such as existing rock.
- Slope areas longer/wider than fifty (50) feet shall undulate to mimic existing terrain.
- Uniform slopes in excess of thirty (30) feet are not permitted.
- In order to help protect the natural look of the development, all cut and fill slopes shall be revegetated to mimic the natural look of the Site unless the cut is through solid rock or material that cannot easily be revegetated.
- Permanent and/or temporary irrigation may be used to establish the plant material. Hydroseed, individual plantings, or a combination of, may be used as planting material.
- All landscape planting shall follow all local landscaping standards.

3. **Walls** – In areas where significant cuts or fills occur, retaining walls may be used to reduce overall disturbance. Retaining walls may also be used in combination with slopes to provide developers more flexibility in their designs.

- All walls and retaining walls must be consistent and compatible with the architectural character of the development. Standard block for walls shall only be permitted in areas not visible from public areas or surrounding development.
- Solid perimeter walls shall be permitted as long as they are located on a lot line.
- Solid walls may be located within open space areas or tracts provided they are being used for screening.
- Solid and view/partial view walls may not be taller than eight (8) feet.
- Architectural columns shall be no taller than eight feet four inches (8'-4").

4. **Retaining Walls** – Retaining walls can provide an easier and more effective way to catch grade in challenging terrain. Retaining walls are encouraged to help reduce overall disturbance and should be used where practical.

Retaining walls can be used independently or in combination with site walls & fences and/or slopes. Retaining walls shall follow the following standards.

- Retaining walls may not be taller than eight (8) feet in height.
- In cases where more than eight (8) feet of retaining wall is needed, multiple walls shall be used provided there is a minimum of four (4) feet separation between the walls, as measured from the back of the lower wall, and the face of the upper wall.
- When multiple retaining walls are being used, the area between the wall may be sloped to help take up grade. The max slope for this area will be four to one (4:1). Landscaping will not be required if the retaining walls are 8' or closer to avoid water damage to the walls , but groundcover such as decomposed granite or other dustproofing material is required.
- When retaining walls are used in combination with a site wall or fence (or combination of), the max height of the combined wall shall be no greater than twelve (12) feet. If the combined wall height is over eight (8) feet and visible from a public right-of-way or usable open space, additional design or thematic elements shall be required on or adjacent to the wall to soften the impact. This may include additional landscaping, screening, berms, material change, color change, columns, etc.
- When reviewed and approved by a Geotechnical Engineer, a vertical rock slope may be used in place of a retaining wall.

5. **Building Heights & Appearances** – Building heights shall be measured from the top of the actual building footprint foundation grade. If the foundation grade is stepped to address topography, the building height is measured from the top of each segment of the foundation grade separately.

All buildings and structures built within Hillside areas shall reflect the architectural character of the development on all sides of the structure. Building materials and colors should complement the natural colors of the desert.

All residential buildings shall not exceed thirty (30) feet in height.

Non-residential buildings shall not exceed thirty-five (35) feet in height except within the Resort Character Area where the applicable zoning ordinance building height shall apply.



6.3 El Rio Trail Design Guidelines

A. The El Rio Trail is envisioned to be a public signature trail that connects residents and celebrates the existing natural ecosystems along the Gila River. The main goals of the El Rio Trail Corridor include restoring and maintaining the natural function within the river corridor as riparian habitat, focusing on multi-use facilities & functions, maintaining and enhancing flood control elements, and embracing functional compatible linkages to the surrounding development properties. Ultimately, the El Rio Trail should be balanced in its design to provide a natural setting that reasonably transitions to the adjoining development parcels.

B. As shown in conceptual exhibits throughout this document a 50-foot wide El Rio Trail Corridor concept is proposed to create an interesting and natural appearing Gila River edge design.

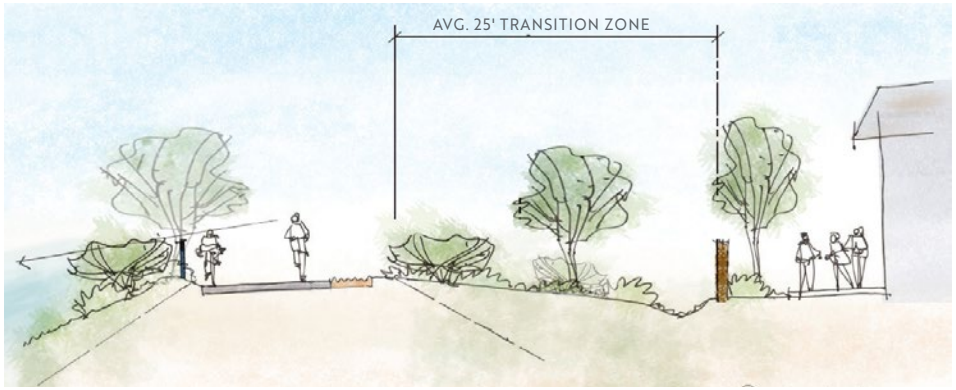
C. Where development occurs along the "Edge" of the El Rio Corridor, development will follow a 60/40 ratio guideline. A minimum of 60% of the edge will be "functionally open" and a maximum of 40% of the edge will be "non- open." To meet the 60% functionally open "Edge" performance guidelines, various treatments may be utilized as further outlined in the El Rio Design Guidelines and Panning Standards.



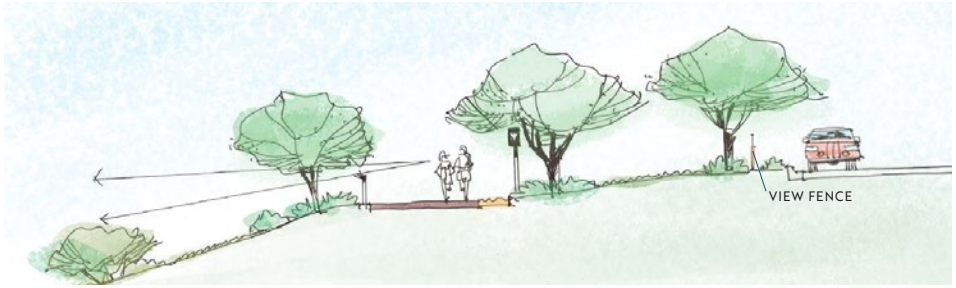
60% OPEN EDGE AND 40% NON-OPEN EDGE

D. An average of a 25-foot transition zone should be provided from the southern edge of the El Rio Trail leading to development sites. This transition zone will allow landscaping to gradually change from natural appearing landscaping along the El Rio Trail and Gila River to landscaping that may have a more planned appearance as part of adjoining development sites.

E. Adjoining sites and buildings should be designed to reduce the perceived building mass from the El Rio Trail Corridor, and/or landscaping within the El Rio Trail Corridor should be designed to reduce the perceived building mass.



A 25-FOOT AVG. TRANSITION ZONE WILL HELP SOFTEN THE PRESENCE OF ADJOINING DEVELOPMENT.



A VIEW FENCE IS PROVIDED BETWEEN A LOCAL STREET AND THE TRANSITION ZONE LEADING TO THE EL RIO TRAIL.

F. Solid fencing or walls support safe and defined community boundaries. Where it is supported by adjoining site layouts, partial view fencing can be considered to support visibility to the El Rio Trail Corridor from community open spaces or roadways.

G. Adjoining developments should provide views to the El Rio Trail Corridor from adjoining open spaces, two-story homes, or from connecting pathways or washes.

H. Drainage improvements connecting to or located within the El Rio Trail Corridor should blend with the natural desert environment.

I. Approximately every ¼ to ½ mile, multi-modal trail connections should extend to the El Rio Trail from the adjoining development sites. These adjoining connections should be a minimum of 20 feet in width and designed to be inviting, safe, and accessible by a variety of users.

J. Meandering shared-use trails along collector and arterial corridors which link to internal and external open space areas, paths and trails should also extend to connect to the El Rio Trail where it is reasonably feasible.

K. Within the El Rio Trail Corridor, various amenities should be provided to encourage residents to use the trail as an enjoyable, convenient, and safe trail connection to neighboring communities, parks, and commercial uses. Improvements such as clear and consistent wayfinding (through signage or apparent design choices), shaded seating in activated visible areas, fun meandering trail designs, safe visibility distances at trail connections, sufficient trail shade during the warmer months, and/or opportunities to view or rest along the river, should be provided.

7.0. PAD AMENDMENTS

Amendments to the Rio 1900 PAD may be necessary from time to time for various reasons, including changing market or financial conditions, new development conditions, specific or unique requirements of a potential user or builder, or to address issues that were not contemplated in the approved plan.

There are two types of amendments: major amendments and minor amendments.

Major Amendments will be processed in the same manner as an application for a rezoning request in accordance with the City of Goodyear Zoning Ordinance. Minor Amendments shall be reviewed and approved or denied by the Development Services Director or Designee through an administrative review and approval process. The Development Services Director shall determine if a proposed amendment is Major or Minor based on the criteria defined herein.

7.1 Major Amendment Criteria

Land Use Character Area (LUCA):
A decrease or increase in the minimum or maximum required acreage of any LUCA by 10% or more of the applicable LUCA.

Minimum or Maximum Percentage of a Designated LUCA:
A change to the minimum or maximum amount of any LUCA requirement or limitation that is stated within any LUCA regulation defined within the Rio 1900 PAD by more than 20%. For example, per the PAD, a minimum of 25 acres of the CAC Character Area must be developed using one or more of the Commercial zoning districts. Any reduction of more than 20% (or 5 acres) shall be deemed a Major Amendment. This applies to any required minimum or maximum thresholds within the LUCA regulations.

Permitted Uses:
An addition of a permitted use or modification to a permitted use, except if the use is determined by the Development Services Director to be analogous to a use permitted within the applicable district, then a Major Amendment is not required.

Development Standards:
An increase and decrease of a regulated development standard by 10% or more for an individual development project.

7.2 Minor Amendment Criteria

An amendment not meeting the criteria for a Major Amendment as set forth above shall be deemed a Minor Amendment.

A Minor Amendment may include a request to increase the overall project unit count by less than 5%, or an increase or decrease in the allowed acreage of a LUCA by less than 10%. Additionally, changes to the Design Guidelines may be allowed as a Minor Amendment at the discretion of the Development Services Director if the change is not deemed to be detrimental to the overall intent of the guideline.

An application shall be filed with the Development Services Department and include all relevant information required for the review of the application.

The application shall include:

- A narrative description of the request, including location, proposed change, impacts to the project and surrounding area, how it meets the overall intent of the PAD, and justification that it meets the criteria as a minor;
- Owner authorization;
- Maps or exhibits if applicable to the request;
- An application fee consistent with the fee for a zoning interpretation.

A request for a minor amendment shall be reviewed and may be administratively approved or denied by staff. The Development Services Director or Designee shall provide a written decision to the applicant.

The request for a Minor Amendment shall be granted if the Development Services Director or Designee determines that the amendment will ensure compatibility with the Rio 1900 PAD and will not materially and adversely affect adjacent land uses and/or the physical character of uses in the immediate area of the property impacted by the amendment.

If a Minor Amendment is denied by the Development Services Director or Designee, the applicant may elect to pursue a Major Amendment subject to the process defined within the City Zoning Ordinance.

Evaluation Criteria

1. *Consistency with the General Plan.*

The General Plan designates most of the Rio 1900 rezone area (the "Project") as Neighborhoods, though an area within and adjacent to the Gila River corridor falls within the Open Space designation. The Neighborhoods designation provides areas for the growth and development of a variety of housing products and densities, as well as public and community facilities such as schools and places of worship, and commercial uses at appropriate intensities and locations. The Open Space designation provides areas where public or private land can be preserved for conservation or regionally significant recreational purposes.

Within the portion of the Project designed as Open Space, there are thirty-one (31) acres that fall within the Village Neighborhood and Urban Neighborhood LUCAs as set forth in the proposed PAD. Because of their inclusion in these LUCAs, these thirty-one (31) acres could be developed with residential uses that are not compatible with the Open Space designation. A Minor General Plan Amendment is proposed concurrently with this Rezone request, under Case Number P25-00128 and AI-2856, to change the designation of these thirty-one (31) acres from Open Space to Neighborhoods. Full details of this request are available in the separate report for the Minor General Plan Amendment.

The Project also contains areas within the Aggregate Mining Overlay and the Farm Focus Area Overlay. The Aggregate Mining Overlay denotes areas of aggregates identified by state agencies under 9-461.05.C.1(g), while the Farm Focus Area Overlay denotes areas with existing agricultural uses and related activities that may continue into the next planning horizon of the General Plan, and areas where an agricultural design character is to be encouraged. Within the Project, these overlays cover areas within and adjacent to the Gila River channel. The Aggregate Mining Overlay prescribes no development restrictions, while the Farm Focus Area Overlay permits the AG and AU zoning districts in addition to any underlying zoning districts, and sets forth design recommendations for development, but does not limit development to uses allowed in these agricultural districts.

The proposed rezone is consistent with the above land use designations, overlay, and growth area, as it would permit the development of Rio 1900 with a variety of residential, commercial, civic, and open space uses.

2. *Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.*

The Project contains both flat areas and hillside areas (for purposes of the Rio 1900 PAD, "hillside areas" are defined as those with a slope exceeding 20%). The PAD proposes customized hillside development guidelines to ensure development in these areas is appropriate and environmentally sensitive. These guidelines require a minimum of fifty (50) percent of the total designated hillside areas to be preserved in designated open

space tracts. Up to thirty (30) percent of the preserved open space may be revegetated and/or disturbed, provided it is revegetated to match its natural state in both plant species and quantities. The PAD also proposes regulations for grading and disturbance activities, including requirements for cut and fill slopes and retaining walls.

Due to its proximity to the Gila River, portions of the Project fall within the Special Flood Hazard Area Zone AE or A, as defined on the Federal Emergency Management Agency (FEMA) Flood Maps. A stipulation is proposed that will require the applicant to obtain approval of a Conditional Letter of Map Revision (CLOMR) concurrently with any preliminary plat or site plan application for a development located within the floodplain. The CLOMR must be approved, or determined to be not required, prior to submittal of any final plats or civil construction drawings. If the CLOMR is found to not be required, the applicant may proceed to a Letter of Map Revision (LOMR), which must be approved before issuance of any construction permits for work within the floodplain.

The Project's adjacency to the Gila River provides a unique opportunity for recreational amenities such as the proposed El Rio Trail along the south riverbank. The trail itself and at least one trailhead (to include parking and amenities) will be fully open and accessible to the public as set forth in the proposed stipulations.

3. *Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.*

Uses and development surrounding the subject property include:
- North – Undeveloped land in the Gila River channel
- South – Various communities in Estrella, including Lucero and Estrella Phase I, both of which have PAD zoning. Lucero is residential and Estrella Phase I includes both residential and commercial areas.
- East – Tres Rios Golf Course and Estrella Mountain Regional Park are located on the east side of Estrella Parkway, near the northeast corner of the Project. On the west side of Estrella Parkway (near the southeast corner of the Project), Lucero occupies a wedge-shaped piece of land between Estrella Parkway and the portion of King Ranch that occupies the east side of Cotton Lane.
- West – Undeveloped land owned by Maricopa County and the federal government, a portion of which is occupied by the Gila River channel

The proposed zoning for the Project site is PAD with multiple underlying zoning districts. This proposed zoning is compatible with the development in the surrounding area. Commercial uses are expected to cluster within the Commercial Activity Center LUCA, located along Cotton Lane and Estrella Parkway, where these existing roads will intersect with new collector roads extending into the Property's interior. The Resort LUCA would accommodate a resort development at the east end of the Property, should market conditions support one. Multi-family residential development (MF-12 through MF-24) will concentrate within the Urban Neighborhood LUCA, near the commercial nodes. Single-family residential development will be located within the Village Neighborhood and Estate Residential LUCAs. The Village Neighborhood LUCA covers the largest geographic area

within the Project and will accommodate a range of housing products such as detached and attached single-family homes, court homes, and two-family homes, consistent with the primarily single-family character of the Estrella community to the south. The Estate Residential LUCA will accommodate large-lot single-family homes, which could include executive housing; this LUCA is concentrated in hillside areas where a low-density housing product is appropriate.

Two of the above LUCAs include measures to limit development within Rio 1900 where it directly adjoins residential uses in Estrella. The Resort LUCA includes a one hundred (100)-foot building setback along the southern Project boundary shared with Lucero. If this area is developed with a resort, all resort buildings will be required to observe a minimum 100-foot setback from this boundary. The Village Neighborhood LUCA includes areas along its southern boundary where residential development must meet certain lot width requirements to match lot widths on the Estrella side of the boundary.

4. *Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under proposed zoning district would be better suited to the subject property than the uses allowed under current zoning*.

The existing King Ranch PAD, as amended in 2006, allows for approximately 1,047 acres of single-family residential (including custom, estate, and conventional residential), 108 acres of multi-family residential (including townhomes/condos and medium/high density multi-family residential), 46 acres of commercial, 40 acres of civic/public uses, 630 acres of open space, and a six-acre community center. The proposed Rio 1900 PAD would include similar underlying zoning districts and uses. The exact acreage of each zoning district and use is not known at this time due to the layered approach described earlier in this report.

5. *Demand for the types of uses permitted in the proposed zoning district in relation to amount of land currently zoned and available to accommodate the demand.*

Per the 2035 General Plan, data from the Maricopa Association of Governments indicates that the population of Goodyear increased by 46% between 2010 and 2020 and is expected to reach 240,000 people by 2055. The General Plan estimates that 56,462 units are needed by 2055 to accommodate this growth. The overall growth of the city requires that housing stock keep pace to prevent overcrowding and to maintain affordability. Per data from the U.S. Census Bureau, approximately ten percent (10%) of the city's occupied housing units are located within multi-family developments of two or more units, whereas approximately eighty-nine percent (89%) are detached or attached single-family homes, so the construction of multi-family units within the Urban Neighborhood LUCA will help to provide more options for residents for whom a single-family home is not a viable option. The development of commercial uses within the Commercial Activity Center LUCA will provide retail, restaurant, and service options to residents within the Rio 1900 community, as well as residents in Estrella, Rainbow Valley, and other communities in central and southern Goodyear.

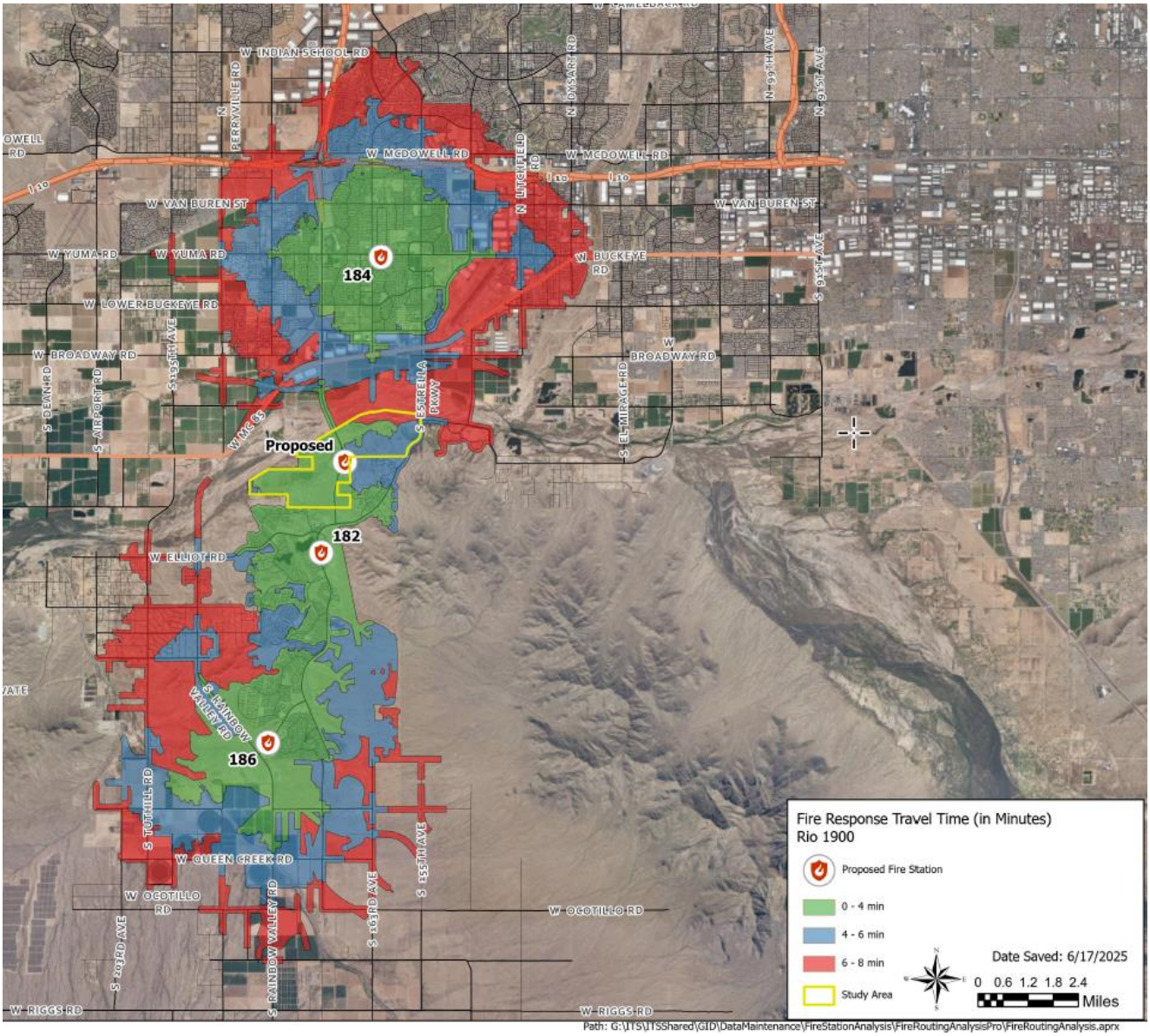
6. *Demands for public services that will be generated by the uses permitted in the proposed zoning district.*

The Project proposes to construct one new fire station and two new elementary schools within its boundaries. A conceptual land use plan in the project narrative shows potential locations for these services, but their exact locations will be finalized as the Project builds out.

An Agreement of Understanding was recorded in 2004 between Liberty Elementary School District (LESD), Buckeye Union High School District (BUHSD), and the King Ranch Project, for the provision of certain fees per residential unit to be paid to BUHSD, and for the donation of two (2) school sites to LESD. The applicant intends to follow the provisions of this agreement (or any amended agreement that all parties may agree upon) to address impacts to school operations related to the Rio 1900 development. Both LESD and BUHSD were also forwarded copies of the Rio 1900 rezone application for review. LESD acknowledged that Rio 1900's proposal for two new elementary school sites conforms with what was anticipated under the King Ranch PAD, while BUHSD did not provide feedback.

The exhibit on the following page shows three existing fire stations in the vicinity of the Project (Stations 182, 184, and 186), as well as the approximate location of the new fire station within the Project boundaries. The exhibit demonstrates that with the proposed Rio 1900 fire station in place and with additional support from the three existing stations, most areas of the Project will fall within a response time of zero to four (4) minutes (as depicted in green) or a response time of four (4) to six (6) minutes (as depicted in blue). A limited area of Rio 1900 falls within a response time of six (6) to (8) minutes (as depicted in red), but this area is within the Gila River corridor and will not be developed. The Fire Department has reviewed this exhibit and has determined the response times depicted to be acceptable.

While it was not included in this analysis, another new fire station is planned for future construction within the Lakin Industrial Park, at the intersection of Cotton Lane and MC-85. This station will provide additional coverage for Rio 1900 once it is operational.


W INDIAN SCHOOL RD
N PERRYVILLE RD
N DYSART RD
N 99TH AVE
N 91ST AVE
W MCDOWELL RD
N LITCHFIELD RD
I 10
W VAN BUREN ST
W YUMA RD
W BUCKEYE RD
S 91ST AVE
W LOWER BUCKEYE RD
W BROADWAY RD
S 195TH AVE
S DEAN RD
S AIRPORT RD
S ESTRELLA PKWY
S EL MIRAGE RD
W MC 85
Proposed
184
182
W ELLIOT RD
S RAINBOW VALLEY RD
186
S TUTHILL RD
W QUEEN CREEK RD
S 155TH AVE
W OCOTILLO RD
S 163RD AVE
S 163RD AVE
S RAINBOW VALLEY RD
W RIGGS RD
Fire Response Travel Time (in Minutes)
Rio 1900
Proposed Fire Station
0 - 4 min
4 - 6 min
6 - 8 min
Study Area
Date Saved: 6/17/2025
0 0.6 1.2 1.8 2.4
Miles
Path: G:\ITS\ITSShared\GID\DataMaintenance\FireStationAnalysis\FireRoutingAnalysisPro\FireRoutingAnalysis.aprx

AGENDA ITEM #: 5.
DATE: December 03, 2025
CAR #: AI-2855
CASE #: P24-00287

Planning & Zoning Commission - AMENDED ACTION REPORT

SUBJECT: **REZONE APPROXIMATELY 1,940 ACRES FROM KING RANCH PAD TO RIO 1900 PAD**

STAFF PRESENTER(S): Ann Dolmage, Principal Planner

OTHER PRESENTER(S):
Brian Greathouse; Burch & Cracchiolo

SUMMARY:
This is a public hearing to request a rezone of approximately 1,940 acres, extending east to west from Estrella Parkway across Cotton Lane to approximately the alignment of 187th Avenue, and north to south from Gila River to the northern edge of the Estrella residential community, from King Ranch Planned Area Development (PAD) to Rio 1900 PAD with multiple underlying zoning districts.

RECOMMENDATION:

1. Conduct a public hearing to consider a rezone of approximately 1,940 acres generally extending east to west from Estrella Parkway across Cotton Lane to approximately the alignment of 187th Avenue, and north to south from Gila River to the northern edge of Estrella residential community, from King Ranch PAD to Rio 1900 PAD, with multiple underlying districts.
2. Recommend approval of the request to rezone approximately 1,940 acres generally extending east to west from Estrella Parkway across Cotton Lane to approximately the alignment of 187th Avenue, and north to south from Gila River to the northern edge of Estrella residential community, from King Ranch PAD to Rio 1900 PAD, as set forth in the draft of Ordinance No. 2025-XXXX (Ann Dolmage, Principal Planner).

STIPULATIONS:
See Ordinance 2025-XXXX.

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. Additionally, as part of the Development Agreement for King Ranch approved by City Council on September 11, 2023, the owner of the Property is required to repay the city for the construction of the Cotton Lane Bridge. Such

repayment may include land donations, construction of recreational facilities and/or amenities or the cash payment of $4,000 per vertical building permit (residential or commercial) issued for development within the Property until the city receives full repayment for the Cotton Lane Bridge.

BACKGROUND AND PREVIOUS ACTIONS:

The property currently known as Rio 1900, contains approximately 1,940 acres of land and generally extends east to west from Estrella Parkway across Cotton Lane to approximately the alignment of 187th Avenue, and north to south from Gila River to the northern edge of Estrella (the "Property"). The Property is located within the King Ranch PAD, for which a Final PAD was approved on August 22, 2005, under Case No. Z-05-05. The King Ranch PAD zoning authorized a mix of uses for the Property, including single-family residential (Custom, Estate, and Conventional), multi-family residential (Townhome/Condo), commercial uses, a research park, a community center, public facilities (including two fire stations and two school sites), and open space. A stipulation of the King Ranch PAD capped the total number of units in the project at 3,900, with no secondary cap on multi-family units.

On September 25, 2006, an amendment to the King Ranch PAD was approved under Case No. 06-200-00002. The amendment reconfigured commercial parcels as they related to the Gila River and Cotton Lane, adjusted the residential land use types adjacent to the reconfigured commercial areas, realigned Estrella Parkway as it entered King Ranch, added one 12.6-acre parcel with a new multi-family zoning district (Medium-High Density Residential) to the east side of the realigned Estrella Parkway, and allowed commercial parcels to contain residential dwelling units above the first floor. Application materials submitted for this amendment requested an increase in the unit cap from 3,900 to 4,250 (again with no secondary cap on multi-family units). This unit increase was not documented in the stipulations of approval for the amendment.

Approximately eighty (80) acres of the Property are owned by the State of Arizona Land Department. The applicant has initiated the process of purchasing this land from the State via auction.

STAFF ANALYSIS

Current Policy:

A rezoning request requires public review and approval by the Planning and Zoning Commission and the City Council. The proposed rezone must be in conformance with the General Plan and should not adversely impact the surrounding area as outlined in the Zoning Ordinance.

Summary of the Rezoning Request:

The applicant seeks approval to remove approximately 1,940 acres from the King Ranch PAD and rezone the property to the Rio 1900 PAD. The proposal establishes a flexible Land Use Character (LUCA) framework to organize permitted uses and guide future zoning applications. Seven LUCAs are proposed:

· Open Space (OS): Includes steep hillsides, natural open spaces, drainage corridors, community parks, trails, passive and active open spaces, and developed landscape areas. All zoning districts are permitted when uses are analogous to open space.

· Civic Use (CU): Includes schools, community centers, fire stations, churches, utilities and infrastructure facilities, and other public and private uses that benefit the community. Permits the PFD PAD zoning district.

· Estate Residential (ER): Accommodates low-density residential, such as larger-lot single-family residential and executive housing. Permitted zoning districts include R1-10 PAD and AU PAD.

· Village Neighborhood (VN): Accommodates a variety of low- to medium-density residential development, including single-family detached or attached homes, court homes, and two-family homes. Permitted zoning districts include R1-7 PAD, R1-6 PAD, R1-4 PAD, R1-C PAD, R1-A PAD, and R-2 PAD.

· Urban Neighborhood (UN): Accommodates higher-density residential of up to 24 units per acre.

Permitted zoning districts include MF-12 PAD, MF-18 PAD, and MF-24 PAD.
· Commercial Activity Center (CAC): Accommodates a variety of commercial and retail services, office uses, and medical facilities. Permits the C-O PAD, C-1 PAD, and C-2 PAD zoning districts.
· Resort (RO): Accommodates a resort hotel. Permits the C-2 PAD zoning district, though a limited and customized list of C-2 uses (compatible with a resort development) are permitted as described in the regulatory document.

The LUCA boundaries are conceptual and may overlap. Within this context each LUCA is layered atop any preceding LUCA allowing multiple zoning districts within a given portion of the Property. All development proposals will require preliminary plat or site plan approval, during which the applicant will select a zoning district compatible with the assigned LUCA.

Proposed Development Program
· Residential: The project narrative indicates that approximately 5,762 residential units could be developed on the Property. However, the applicants have declined to identify a specific cap in the regulatory document, as they are proposing to allow the project's water allocation to determine their unit count.
· Open Space: A minimum of 30% of the gross project area shall be designated as open space. Additionally, for all single-family residential districts except AU-PAD, a minimum of 17% of net area shall be in open space, and half of that (8.5% of the net area) shall be usable open space as defined in the regulatory document. The development will include an approximately five (5)-acre community park, a linear park with multi-use trail along the south side of the Gila River (the El Rio Regional Trail), and a system of additional multi-use trails throughout the community (the Central Spine Trail, the Sarival Trail, and various community and local trails).
· Phasing: Open space is calculated sitewide, allowing flexibility in individual developments while maintaining the overall requirement.

Modified Development Standards
Instead of creating a unique set of standards, this PAD largely implements the use permissions and development standards from the City's zoning ordinance with limited exceptions that are appropriate for the character of this large master planned community.
· Single-Family Residential: Reduced lot size, lot width, lot depth, lot coverage, and setbacks for certain districts. The Village Neighborhood LUCA is required to provide a minimum number of lot sizes/widths to promote housing diversity, and the Estate Residential LUCA is required to develop at least one hundred (100) acres of its area with AU-PAD and R1-10 zoning districts, ensuring that large-lot housing will be provided within the community. Open space for most districts to be provided at a rate of 17% of the net area of the residential development, with half of that area (8.5%) designated as usable open space.
· Multi-Family Residential: Height flexibility in MF-12 for developments with pitched roofs; setback reductions for MF-12 (for rear setback and setbacks from single-family residential); and an increase in minimum lot width requirement for MF-24.
· Commercial & Public Facility Districts: A minimum of 25 acres within the Commercial Activity Center LUCA must be developed using the C-O PAD, C-1 PAD, or C-2 PAD zoning districts. The Resort LUCA shall utilize the C-2 PAD zoning district, with a limited and customized list of uses as per the regulatory document.

The PAD also includes guidelines for dark sky preservation, hillside development, and the design of the El Rio Trail, as follows:
· Dark sky preservation guidelines discourage continuous street lighting and require street lighting along arterial and collector roadways at intersections only. Article 10 in the Zoning Ordinance (Outdoor Lighting Standards) is also applicable to the project.
· Hillside development guidelines are applicable to areas where slopes exceed twenty (20) percent. Among other measures, the hillside development guidelines require at least fifty (50) percent of the total hillside areas to be preserved as open space. Where practical, the preserved open space should prioritize features such as pitched hilltops and prominent ridges, severe slopes, washes and natural

drainage courses, boulder outcrops, and significant vegetation areas.
· The El Rio Trail design guidelines largely follow the “El Rio Design Guidelines and Planning Standards”, signed by the cities of Goodyear, Avondale, and Buckeye, as well as Maricopa County, in 2016.

Key Outcomes
The Rio 1900 PAD is designed to:
· Provide a flexible land use framework that can respond to changing market conditions while protecting community character.
· Locate commercial uses near arterial roads and major intersections, with the highest-intensity residential uses near these commercial nodes.
· Ensure meaningful open space and community connectivity through parks, trails, and amenities, to include a new community park and river trail to be open to the public.

Additional details of the request can be found within the Planned Area Development which is an exhibit to the Ordinance (Attachment A), Aerial Exhibit (Attachment B), Details of the Request (Attachment C), and the Project Narrative (Attachment D).

Summary of Compliance with Rezoning Evaluation Criteria:
The proposed rezone of 1,940 acres from King Ranch PAD to Rio 1900 PAD is consistent with the General Plan designations for Open Space, Neighborhoods, Scenic Neighborhoods, Business & Commerce, Aggregate Mining Overlay, and Farm Focus Area, as discussed in Attachment E- Detailed Evaluation Criteria. The plan supports a mix of residential, commercial, civic, and open space uses, with commercial nodes located on Cotton Lane and Estrella Parkway.

The property’s physical features are suitable for the proposed uses and compatible with surrounding residential neighborhoods, schools, and open space. The layered Land Use Character Area approach allows appropriate placement of higher-intensity uses along arterials and near major intersections, while maintaining lower-density residential, community commercial, and open space in the rest of the site.

The updated PAD provides a blueprint for a variety of residential products, commercial uses, public facilities (including a new fire station), open space amenities (including some public amenities, to include a community park and river trail), and potentially a resort, to respond to market conditions that have changed since the original King Ranch PAD was approved twenty years ago. It addresses population growth, diversifies housing choices, and adds commercial services in an underserved area.

Public services, including fire, police, schools, and utilities, can serve the site, with school site planning coordinated with the districts. Transportation connections are planned, with traffic impacts addressed through approved master and future site-specific studies. The proposal promotes orderly growth by extending development adjacent to existing infrastructure and will meet all City standards at subsequent approval stages.

A neighborhood meeting was held at City Hall on July 8, 2025. Twenty-three (23) people attended the meeting and asked questions about density; water; emergency access; types of housing and commercial expected (including the likelihood of a resort); transportation issues (including the timing of Cotton Lane widening and separation of bicycle lanes from roadway corridors for safety); protections for hillside areas, drainageways, and habitat; and timing or phasing of development. Due to the open-house format of the meeting, the applicant addressed these questions on a person-to-person basis instead of as a formal presentation.

Staff have also received calls and emails about the proposed rezone from residents of the neighboring Estrella residential community. Many of these calls and emails came in shortly before the neighborhood meeting and were information-seeking requests for development plans, construction timing estimates, and similar topics. One resident expressed concerns about impacts to wildlife habitat, air quality, noise

pollution, and other environmental concerns, as well as traffic and congestion, crime, and the proliferation of data centers and industrial buildings in the city. An additional resident echoed the concerns about air quality (mostly as it pertains to construction activities), the potential for a resort hotel near her neighborhood, and the loss of open space and views in the area.

Additional details on the city Evaluation Criteria are found within the Detailed Evaluation Criteria (Attachment E).

Attachments

Attachment A - Draft Ordinance 2025-XXXX

Attachment B - Aerial Photo

Attachment C - Details of the Request

Attachment D - Project Narrative

Attachment E - Detailed Evaluation Criteria

ITEM #: 12.
DATE: 12/15/2025
AI #:2856

CITY COUNCIL ACTION REPORT

SUBJECT: RIO 1900 MINOR GENERAL PLAN AMENDMENT

STAFF PRESENTER(S): Christian M. Williams, Planning Manager

OTHER PRESENTER(S):
Brian Greathouse, Burch & Cracchiolo

SUMMARY

This is a public hearing to request a Minor General Plan Amendment on approximately thirty-one (31) acres generally located west of Assessor's Parcel Number 400-03-002C and south of Assessor's Parcel Number 502-59-007A, from Open Space to Neighborhoods, and to request the item be continued to a date certain on January 26, 2026.

STRATEGIC PLAN ALIGNMENT

Economic Vitality

SAFE & VIBRANT COMMUNITY

INFRASTRUCTURE

RECOMMENDATION

Conduct the public hearing and continue the item to the January 26, 2026 Regular City Council Meeting. (Christian M. Williams, Planning Manager)

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for 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 December 3, 2025, the Planning and Zoning Commission held a public hearing for this item. After staff presented the Minor General Plan Amendment and Rezone request, the applicant followed with a presentation focused on water and infrastructure. Commissioners expressed support for trail development and discussed roadway construction across the Gila River, intersections in northern Estrella, and the adequacy of water sources to support the proposed development, including potential impacts on city resources.

During the Public Hearing, seven residents spoke or submitted speaker cards. One speaker expressed general support, while others raised questions and comments regarding BLM land impacts, visuals of the development, buffers between Rio 1900 and Estrella, roadway access between Cotton Lane and Estrella Parkway, entitlement status, infrastructure and budget awareness, Arizona state land parcels, water resources, stormwater impacts, lot sizes, and building coverage. In response, the applicant presented a conceptual land use map illustrating higher density to the north and lower density to the south, explained residential buffers and potential uses, and provided information on the development process and the potential for a resort. One resident voiced support for the graduated density approach after reviewing the conceptual plan.

At the conclusion of the public hearing, the Planning and Zoning Commission voted 6-0 to recommend approval.

A Public Hearing notice for the City Council Meeting was published in the Arizona Business Gazette-Republic Edition on November 26, 2025, at least 15 days prior to the meeting; postcards were mailed to 423 adjoining owners, located within five hundred (500) feet of the Property, on November 22, 2025, and signs were posted/updated on the site on December 1, 2025.

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

STAFF ANALYSIS

Staff recommends that the City Council adopt the Resolution, consistent with the Planning and Zoning Commission's recommendation.

Attachments

Attachment A - Resolution 2025- XXXX with Exhibits

Attachment B - Aerial Photo

Attachment C - Project Narrative

Attachment D - Detailed Evaluation Criteria

Attachment E - Planning & Zoning Commission Staff Report

RESOLUTION NO. 2025-XXXX

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING A MINOR AMENDMENT TO THE CITY OF GOODYEAR GENERAL PLAN 2035 TO AMEND THE LAND USE DESIGNATION OF APPROXIMATELY 31 ACRES GENERALLY LOCATED SOUTH OF THE GILA RIVER WEST OF COTTON LANE AND CURRENTLY ADJACENT TO ASSESSOR'S PARCEL NUMBER 400-03-002C AND SOUTH OF ASSESSOR'S PARCEL NUMBER 502-59-007A FROM OPEN SPACE TO NEIGHBORHOODS.

WHEREAS, the City of Goodyear General Plan 2035 (hereinafter, "General Plan") was adopted by the Mayor and City Council of the City of Goodyear on November 13, 2023, and ratified by a vote of the citizens of Goodyear on May 21, 2024; and,

WHEREAS, Exhibit 3.3 in Chapter 3 of the General Plan is a Land Use Plan and Transportation Plan that represents the preferred land use, physical form, and mobility pattern for Goodyear by illustrating the general location of appropriate land uses and major transportation routes to guide future growth and development and promoting full integration of land use and transportation planning; and,

WHEREAS, thirty-one (31) acres generally located south of the Gila River, west of Cotton Lane and currently adjacent to the west of what is currently Assessor's Parcel Number 400-03-002C and south of Assessor's Parcel Number 502-59-007A, as depicted in green and outlined in red within that document titled General Plan Land Use and Transportation Plan attached here as Exhibit A (the "Subject Property") are currently designated Open Space in the General Plan; and,

WHEREAS, the owner of the Subject Property initiated a request to amend the Land Use designation in the General Plan applicable to the Subject Property from Open Space to Neighborhoods; and,

WHEREAS, the proposed change would allow for the development of a contiguous 1,940-acre master planned community that includes the Subject Property along with adjacent parcels, which are proposed to be under common ownership pursuant to a state land auction; and,

WHEREAS, that certain document titled General Plan Land Use and Transportation Plan – Proposed attached hereto as Exhibit B reflects the proposed change in land use designation; and,

WHEREAS, the proposed Minor General Plan Amendment satisfies the required standards and criteria for approval of a Minor Amendment, as specified in the General Plan and documented in the staff report for Case No. P25-00128; and,

WHEREAS, an in-person Neighborhood Meeting was conducted for this proposal in conjunction with the Neighborhood Meeting for the concurrent Rezone Case No. P24-00287, and Notice of the Neighborhood Meeting was provided to property owners within 500 feet of the property on June 17, 2025, and signs advertising the Neighborhood Meeting were placed on the site on January 19, 2025; and,

WHEREAS, the Neighborhood Meeting took place on July 8, 2025, during which twenty-three (23) members of the public attended; and,

WHEREAS, due and proper notice of that public hearing before the City of Goodyear Planning and Zoning Commission was given in the time, form, substance, and manner provided by law, including publication of such notice in the Arizona Business Gazette – Republic Edition on November 14, 2025, signs were updated on the site with the public hearing date on November 14, 2025, and postcard notices were mailed on November 12, 2025 to the owners of property within 500 feet of the 1,940-acre site of the proposed master planned community which includes the Subject Property; and

WHEREAS, the Goodyear Planning and Zoning Commission conducted the required public hearing on this Minor General Plan Amendment on December 3, 2025, at its regular meeting location, and required by state law; and

WHEREAS, the Goodyear Planning and Zoning Commission has found that this Minor General Plan Amendment is in the best interests of the City and general public and voted (6-0) to recommend approval; and

WHEREAS, due and proper notice of such public hearing before the City of Goodyear City Council was given in the time, form, substance, and manner provided by law, including publication of such notice in the Arizona Business Gazette – Republic Edition on November 26, 2025, signs were updated on the site with the public hearing date on December 1, 2025, and postcard notices were mailed on November 22, 2025 to the owners of property within 500 feet of the 1,940-acre site of the proposed master planned community which includes the Subject Property; and

WHEREAS, the City of Goodyear City Council conducted the required public hearing on this Minor General Plan Amendment on December 15, 2025, in the manner provided for by law; and

WHEREAS, the City of Goodyear City Council finds that it is in the best interests of the City and general public to amend the General Plan Land Use Category Designation of the Subject Property from Open Space to Neighborhoods, as reflected in General Plan Land Use and Transportation Plan -- Proposed attached hereto as Exhibit B.

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

SECTION 1. APPROVAL OF MINOR GENERAL PLAN AMENDMENT

The Mayor and Council of the City of Goodyear hereby approve a Minor General Amendment to the city of Goodyear General Plan 2035 to amend the Land Use designation of approximately 31 acres generally located south of the Gila River and West of Cotton Lane and currently adjacent to the west of what is currently Assessor's Parcel Number 400-03-002C and south of what is currently Assessor's Parcel Number 502-59-007A, as depicted in Exhibit A.

SECTION 2. AMENDMENT OF EXHIBIT 3.3

Staff is authorized and directed to amend Exhibit 3.3 Land Use Plan & Transportation Plan in chapter 3 of the Goodyear 2035 General Plan to reflect the amended land use designation, as shown on that certain document titled

General Plan Land Use and Transportation Plan - Proposed, a copy of which is attached hereto as Exhibit B.

SECTION 3. EFFECTIVE DATE

This resolution 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 _____ day of _____, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Exhibit A – Land Use Plan & Transportation Plan - Existing

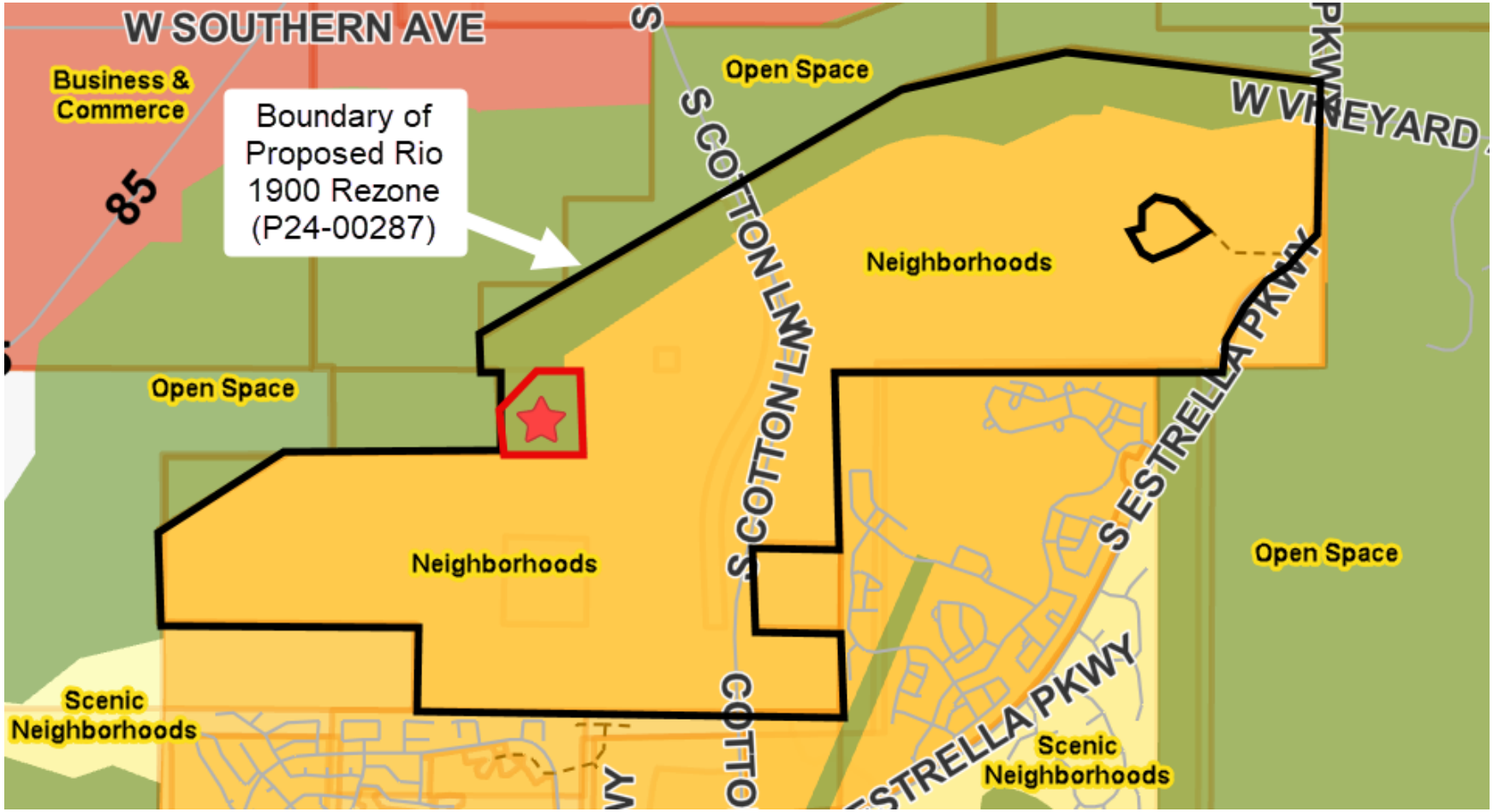
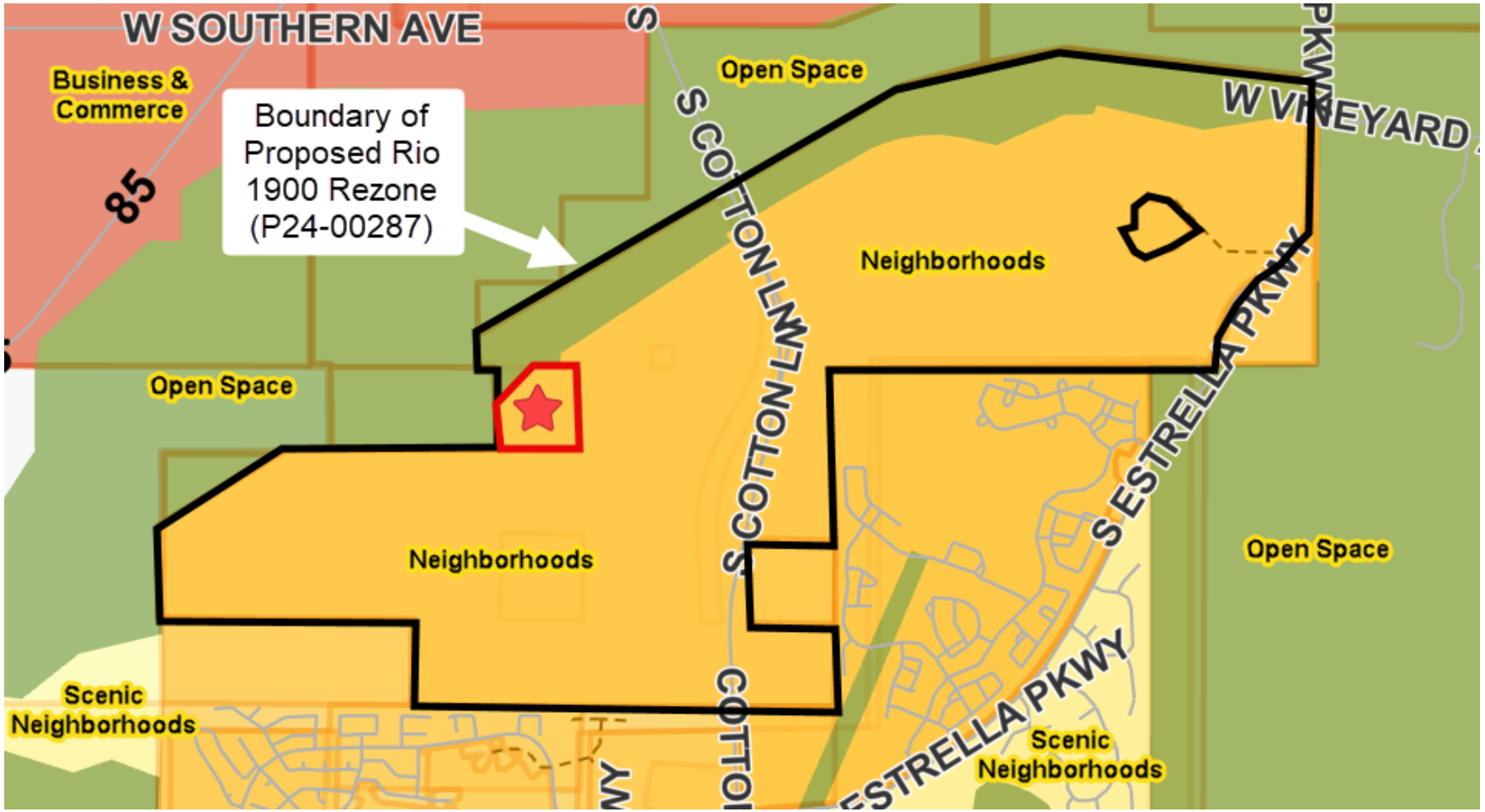
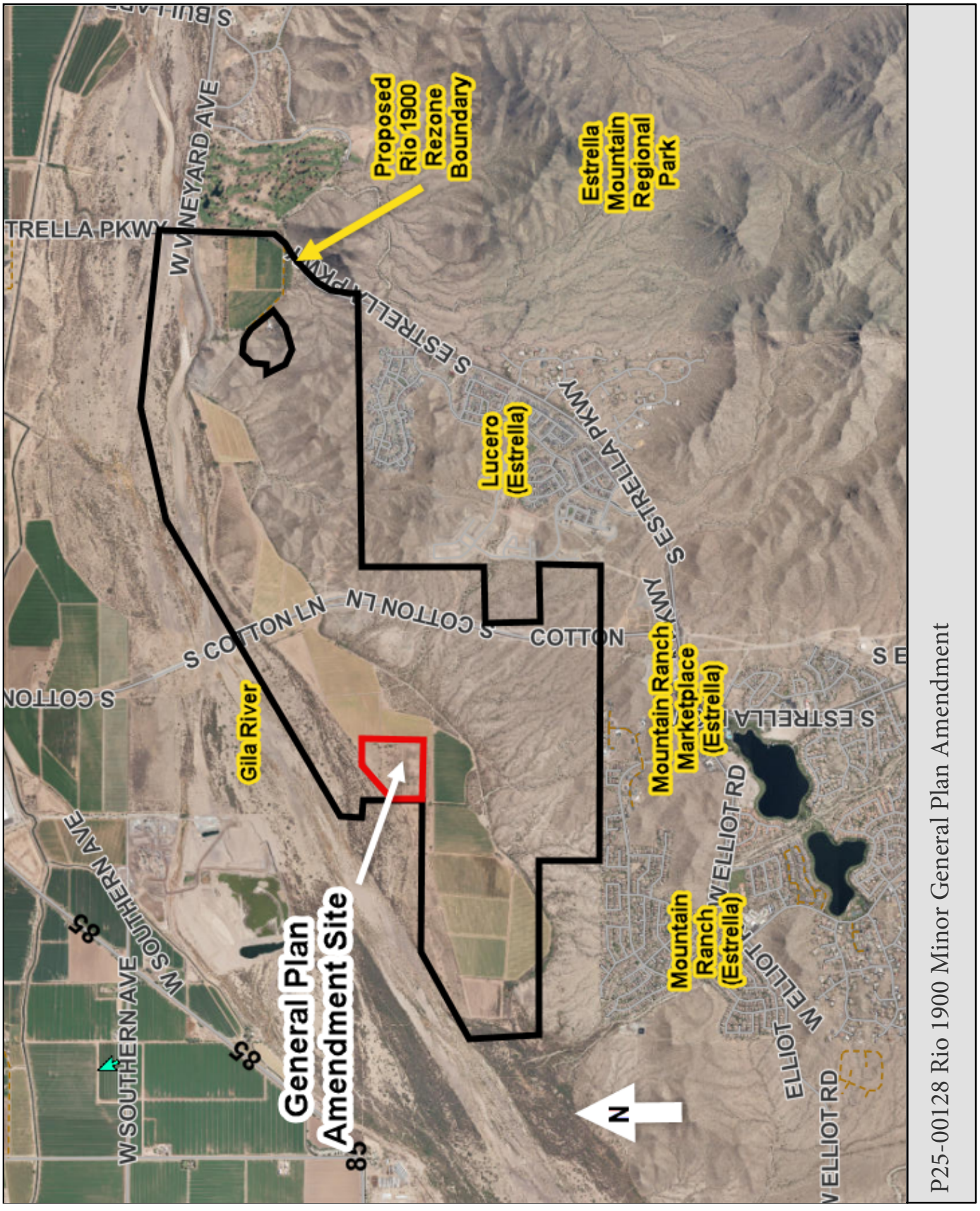


Exhibit B – Land Use Plan & Transportation Plan - Proposed



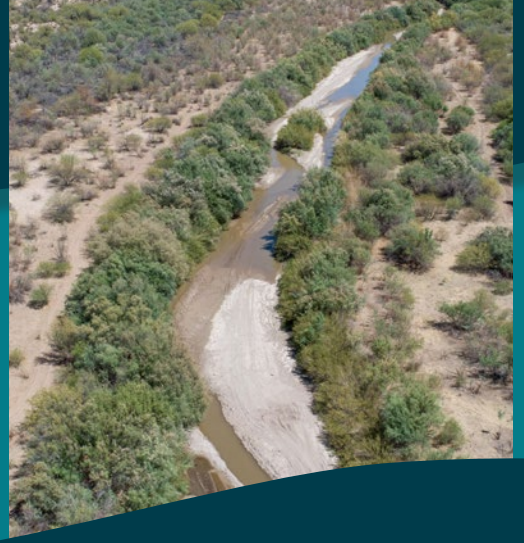
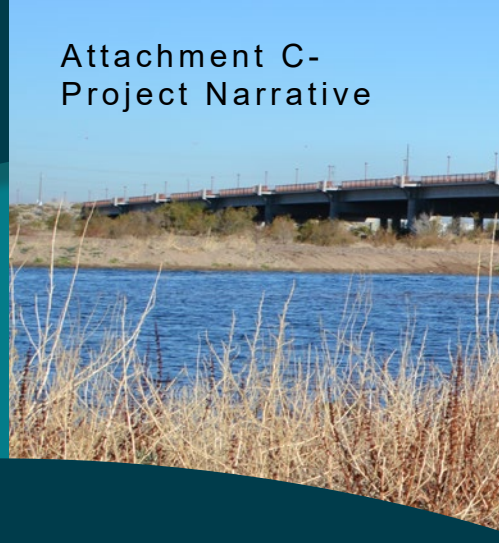
Rio 1900

Thirty-one (31) acres south of the Gila River and west of Cotton Lane, currently adjacent to Assessor's Parcel Number 400-03-002C and south of Assessor's Parcel Number 502-59-007A



Attachment C-
Project Narrative



Rio1900

GENERAL PLAN AMENDMENT

CASE: P25-00128






PROJECT TEAM

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Exhibit 4.1: Detail of Proposed GPA Land Use Designation



1. INTRODUCTION

RVi Planning + Landscape Architecture is pleased to submit this Minor General Plan Amendment (GPA) on behalf of Harvard Investments and property owners KR TIC 1 LLC AND KR TIC 2 LLC (“Rio 1900 PAD”). The purpose of this application is to request a Minor General Plan Amendment on approximately 31 acres of land located to the west of parcel 400-03-002C ("GPA Site"). The request is to change the land use designation of the GPA Site from Open Space to Neighborhoods.

The GPA Site is located within a 40-acre parcel owned by the Arizona State Land Department (ASLD). It is the intent that the ASLD parcel be incorporated into the Rio 1900 development. The ASLD has authorized Harvard Investments and RVi to process this request for a GPA and the associated Rio 1900 PAD rezoning (Case # P24-00287).

See Exhibit 1: GPA Vicinity Map which shows surrounding context including where the GPA Site is located within the Rio 1900 PAD rezoning site. Additionally, see Exhibit 2: GPA Site Location which more closely shows where the Minor Amendment site is located within an ASLD-owned parcel and the adjoining parcels owned by KR TIC 1 LLC AND KR TIC 2 LLC.

2. PURPOSE OF REQUEST

Currently, the City of Goodyear 2035 General Plan designates the 40-acre ASLD parcel as Open Space. The purpose of this GPA is to change the land use designation of 31 acres from Open Space to Neighborhoods in order to more appropriately delineate land uses to follow the natural features of the land.

It is evident the purpose and intent of the surrounding Open Space designation within the City of Goodyear 2035 General Plan is to protect the natural feature of the Gila River floodway.

This GPA accomplishes this intent of the General Plan by ensuring that the Gila River floodway is protected and preserved as open space, while allowing the remaining areas outside of the floodway to incorporate the same Neighborhoods land use designation as the surrounding property, providing for appropriate land uses within and adjacent to the Gila River.

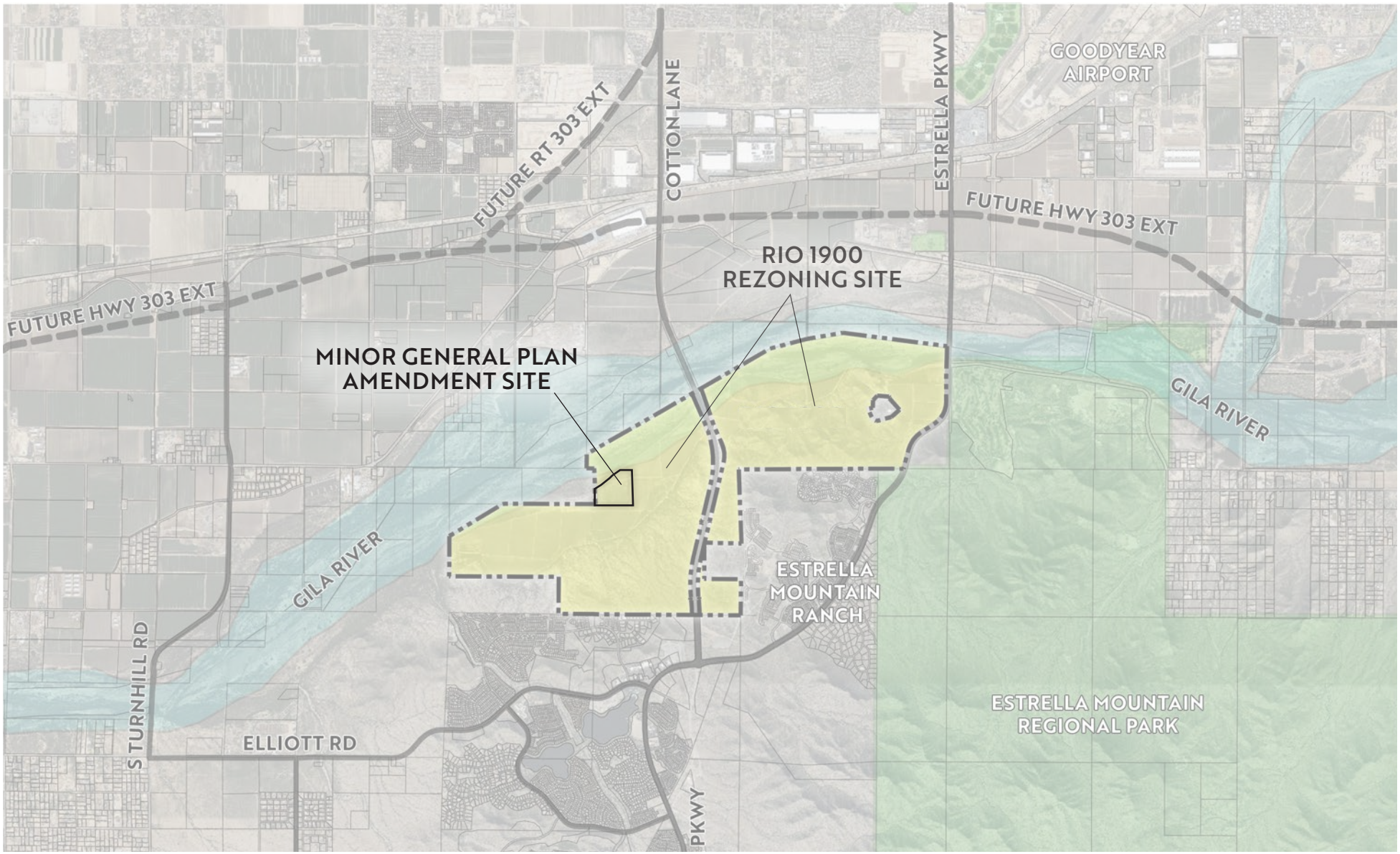


EXHIBIT 1: GPA VICINITY MAP

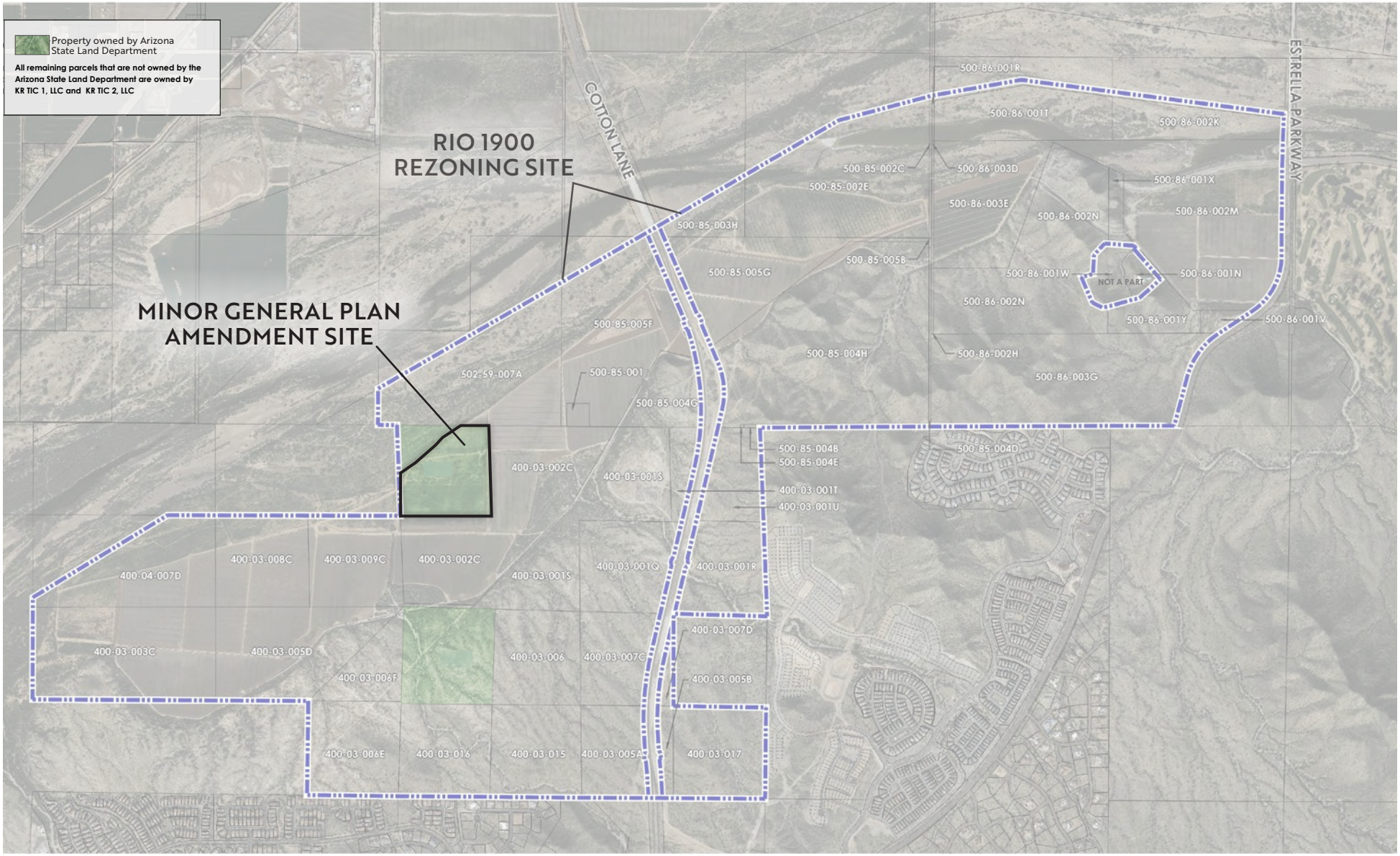


EXHIBIT 2: GPA SITE LOCATION

3. EXISTING GENERAL PLAN LAND USE DESIGNATION

Exhibit 3.3: Land Use Plan & Transportation Plan of the 2035 City of Goodyear General Plan identifies the land use designation of the GPA Site as Open Space.

Surrounding the GPA Site, the Open Space land use designation is located primarily within the Gila River floodway. The Open Space land use designation provides for areas where land, public or private, should be preserved for conservation or regionally significant recreational purposes.

The 2035 General Plan identifies Planned Area Development (PAD) as an applicable zoning within the Open Space land use designation.

In accordance with Arizona Revised Statutes, at least one dwelling unit is permitted on State Lands including within the Open Space designation.

See Exhibit 3: Existing City of Goodyear General Plan Land Use Designation.

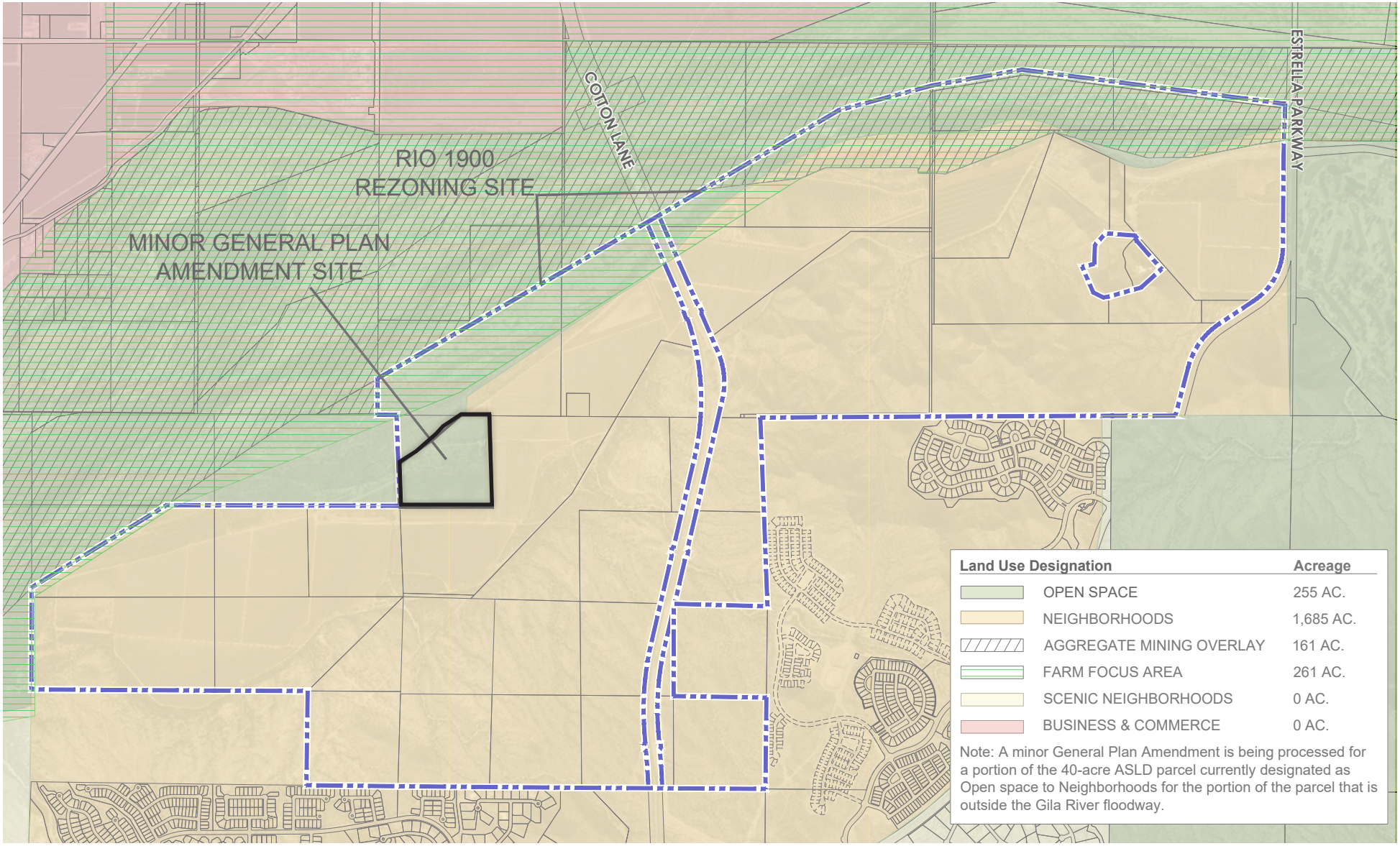


EXHIBIT 3: EXISTING CITY OF GOODYEAR GENERAL PLAN LAND USE DESIGNATION

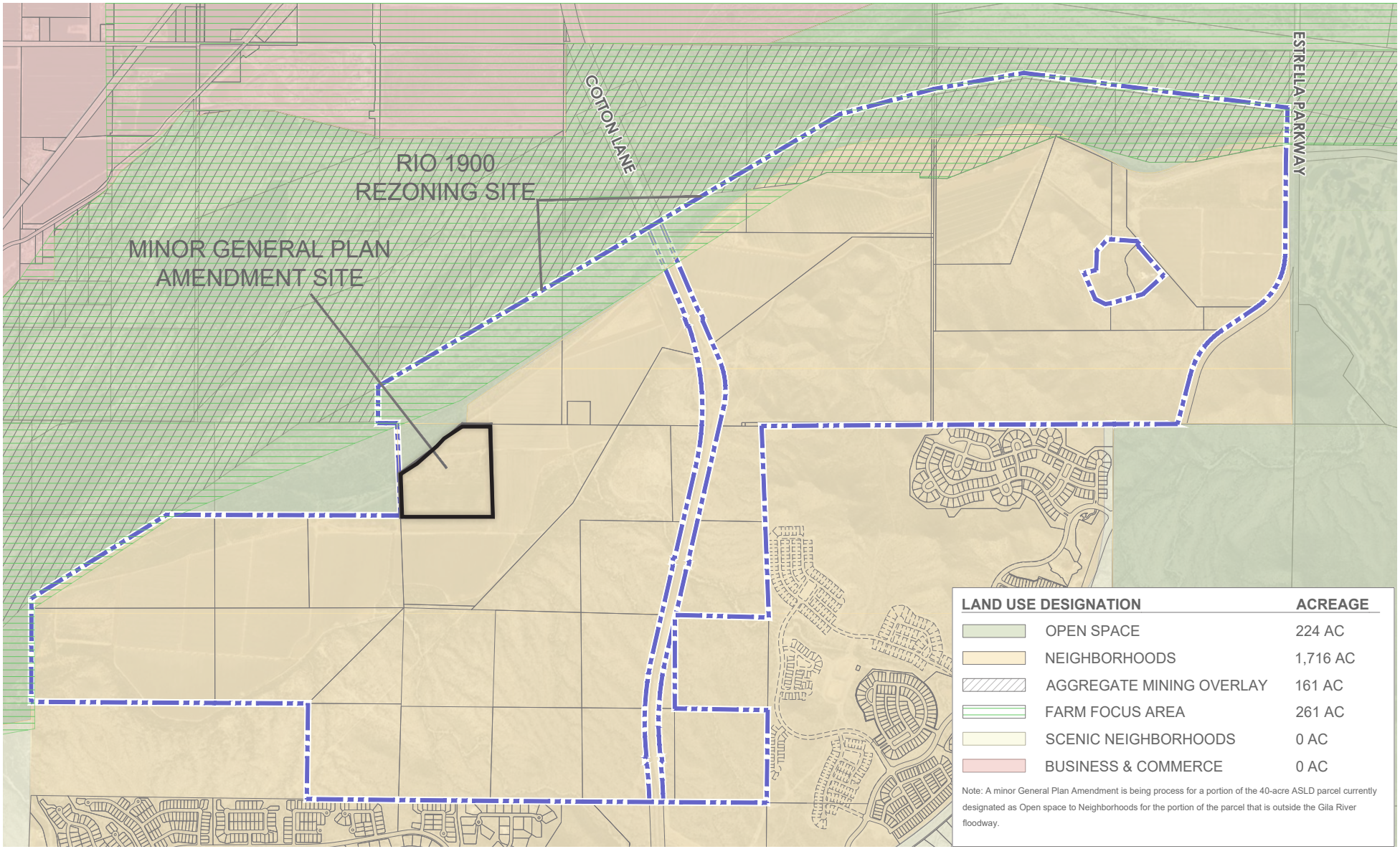


EXHIBIT 4: PROPOSED GPA LAND USE DESIGNATION

4. PROPOSED GENERAL PLAN LAND USE DESIGNATION

This GPA is requesting to change 31-acres of the 40-acre ASLD parcel that are located outside the Gila River floodway from Open Space to Neighborhoods.

The Neighborhoods land use designation applies to areas planned for the growth and development of neighborhoods including a wide range of densities and housing products. This land use designation also allows for public and community facilities such as schools, places of worship, and commercial uses at appropriate densities. The General Plan identifies PAD as an applicable zoning district in the Neighborhoods land use designation. See Exhibit 4: Proposed GPA Land Use Designation and Exhibit 4.1 Detail of Proposed GPA Land Use Designation.

As shown in Exhibit 4.1, this GPA proposes to use the boundary of the Gila River floodway as the delineation between the Open Space and Neighborhoods land use designations. Instead of the Open Space designation abruptly extending eastward at 90-degree angles to arbitrarily incorporate the entire 40-acre ASLD parcel, the Open Space designation will now continue to follow the natural boundary of the Gila River floodway as intended and similar to the delineation to the northeast of the GPA site. The 31-acre GPA Site is located outside of the Gila River floodway and does not include any unique or natural features that would justify preserving as Open Space. The remaining 9 acres within the 40-acre ASLD parcel are located within the floodway and will remain as Open Space.

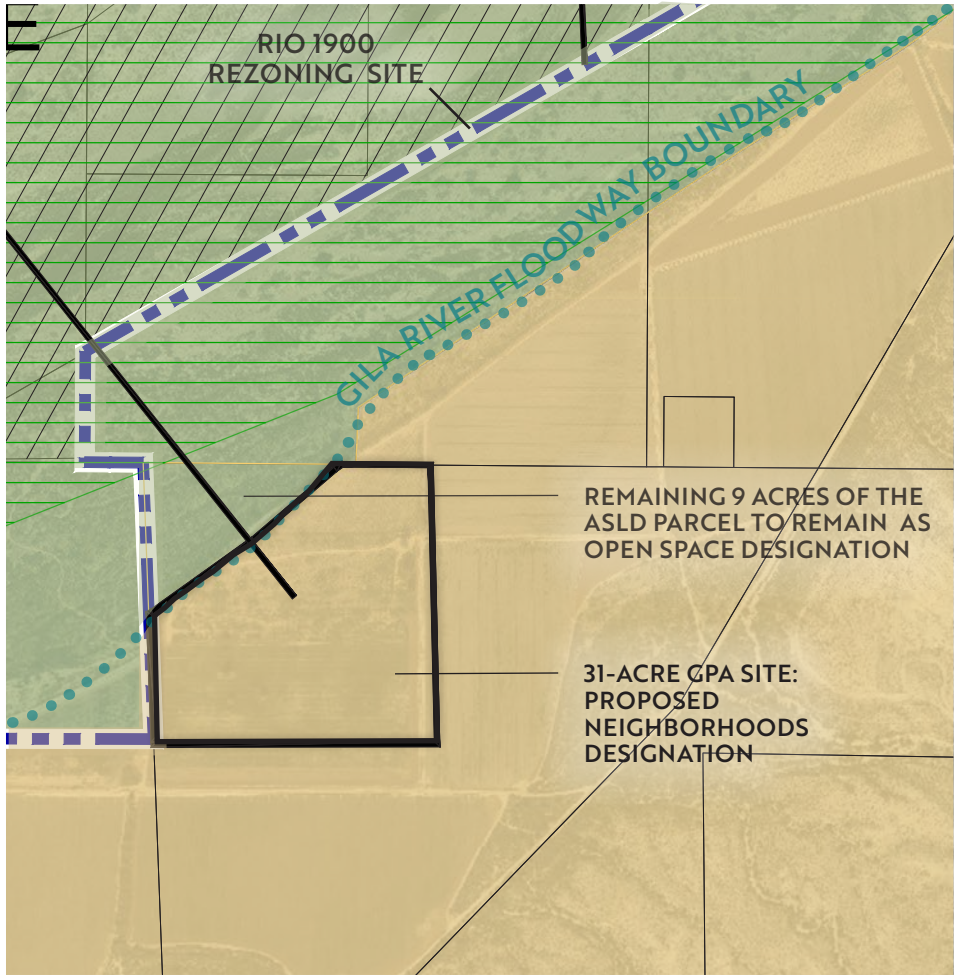


EXHIBIT 4.1:
DETAIL OF PROPOSED GPA LAND USE DESIGNATION

5. CONFORMANCE WITH GENERAL PLAN AMENDMENT REVIEW CRITERIA

Being that a General Plan document is generally only comprehensively updated about every ten years, the plan may need to be amended from time to time. Chapter 10 of the City of Goodyear 2035 General Plan allows for Major and Minor Amendments to be requested and outlines that changes to land use categories between 20 and 159.9 acres trigger the need for a Minor Amendment.

Both major and minor amendments to the General Plan must address the Amendment Review Criteria established in Chapter 10 of the City of Goodyear 2035 General Plan, for approval. Each of the 6 criteria are listed in bold with an explanation of how each criteria is met by the proposed GPA. Being that the proposed amendment will support the Rio 1900 PAD rezoning case (#P24-00287), references to the rezoning document are included in some responses.

1. The amendment must forward the vision for Goodyear as described in Chapter 1: Goodyear is a safe, attractive, vibrant community that supports the diversity of its economy, environment, and people. We celebrate our cultural assets and invite development that creates memorable places of lasting value. Through smart public and private investments, Goodyear maintains a high quality of life for all to live, work, visit, and play.
This proposed GPA aims to balance the need for housing, safe healthy neighborhoods, environmental preservation, and access to open space and aligns with many of the Fundamental Strategies of the 2035 General Plan.

2. The amendment must be consistent with the goals, objectives, and policies contained within the General Plan.
The proposed GPA is consistent with the goals, objectives, and policies of the City of Goodyear General Plan which aim to make Goodyear, Livable, Inclusive and Diverse, Healthy and Sustained, Resilient and Safe, Prosperous and Innovative, and Responsive and Accessible. The proposed GPA aims to balance the need for housing and neighborhood continuity with the goal of preserving natural open spaces and allowing for equitable access to it.

3. The amendment must align with at least one of the fundamental strategies established in Chapter 1 and shall not conflict with any of the fundamental strategies.
The proposed GPA directly aligns with Goal HS-5: "A community that advances environmental stewardship and taking care of our natural resources," by only proposing to amend the land use designation for the 31-acres of the 40-acre ASLD parcel that are located outside of the Gila River floodway.

No amendment is proposed for the for the remaining 9-acres of the ASLD parcel that are located within the Gila River floodway. Said 9 acres will remain designated as Open Space.

4. The amendment must not negatively impact the implementation of any city-approved Master Plan or shall provide mitigation measures to alleviate the potential impact.

Amending the land use designation of the GPA Site from Open Space to Neighborhoods will not negatively impact the implementation of any city-approved Master Plan. As proposed, the amendment will be more in line with the proposed Rio 1900 PAD rezoning which will promote additional regional trails and recreational opportunities along the banks of the Gila River for all residents to enjoy.

5. The amendment must constitute an overall improvement to the General Plan.

The proposed GPA will make the delineation between Neighborhoods and Open Space land use designations consistent with the delineation to the northeast, which follows along the edge of the Gila River floodway. As a result, a more consistent community edge may be developed and open space within the Gila River floodway will remain preserved.

6. The amendment will not adversely impact a portion of, or the entire community, by:

a. Significantly reducing the balance of residents and jobs.

The GPA will support a diverse balance of residents and jobs by providing for more land appropriate for residential development to support future growth and associated jobs needed to support that growth.

b. Increasing traffic without mitigation.

The proposed GPA impacts 31 acres of the Rio 1900 PAD rezoning site which is approximately 1,940 acres. The nominal proposed land use designation change will not create a noticeable increase in traffic. As part of the review process of the associated Rio 1900 rezoning, a Traffic Impact Analysis has been provided which outlines how the proposed development will accommodate the additional traffic generated by this minor change.

c. Requiring additional and more expensive improvements to infrastructure without mitigation.

The proposed GPA will not require additional or more costly infrastructure improvements. As detailed in the Rio 1900 rezoning narrative, infrastructure improvements will be provided by the Developer.

d. Significantly altering the existing character of an area in a negative and unplanned way.

The GPA will allow for the land uses to extend closer to the Gila River instead of abruptly stopping 40 acres away at a 90-degree delineation. By extending more naturally closer to the Gila River, the land use character and development of the GPA Site will be more consistent with the surrounding land use character which generally follows the edge of the Gila River.

e. Diminishing the environmental quality of the air, water, land, or cultural resources

The proposed GPA will not diminish the environmental quality to the air, water, land, or cultural resources. The GPA Site is located outside of the Gila River floodway and is currently being used for farming. Redesignating the GPA Site to the Neighborhoods land use designation will allow for the site to be developed with neighborhoods land uses. When the GPA Site is developed, stormwater improvements and dust reducing improvements will also be required which will improve the quality of the air and water.



6. CONCLUSION

The proposed GPA is a simple revision to more appropriately identify Open Space and Neighborhoods land use designations within the 40-acre ASLD parcel to follow the natural features of the land.

It is evident the purpose and intent of the surrounding Open Space designation is to protect the natural feature of the Gila River floodway.

The proposed GPA accomplishes this intent by ensuring that the Gila River floodway is protected and preserved as open space, while allowing the remaining areas outside the floodway to incorporate the same Neighborhoods land use designation as the surrounding properties, providing for appropriate land uses within and adjacent to the Gila River.

Chapter 10 (Plan Amendments) of the City of Goodyear General Plan 2035 (General Plan) specifies the Amendment Review Criteria to be used in reviewing a proposed amendment. The following information identifies how this proposed amendment to the General Plan complies with these criteria.

1. The amendment must forward the vision for Goodyear as described in Chapter 1 of the General Plan.

The vision statement for the city as described in Chapter 1 is as follows:

Goodyear is a safe, attractive, vibrant community that supports the diversity of its economy, environment, and people. We celebrate our cultural assets and invite development that creates memorable places of lasting value. Through smart public and private investments, Goodyear maintains a high quality of life for all to live, work, visit, and play.

The proposed Minor General Plan Amendment would allow for a subsequent rezone request which could permit the construction of privately-owned single-family and/or multi-family residential developments on the thirty-one (31) acres generally located south of the Gila River, west of Cotton Lane and currently adjacent to the west of what is currently Assessor's Parcel Number 400-03-002C and south of Assessor's Parcel Number 502-59-007A (the "Property"). A rezone to allow these uses would bring additional residents to the area, supporting Goodyear's economic base.

2. The amendment must be consistent with the goals, objectives, and policies contained within the General Plan.

The Rio 1900 Minor General Plan Amendment is consistent with the goals, objectives, and policies of the General Plan, including:

Goal LC-1: A compatible mix of land uses that fosters a quality community, with livable and safe neighborhoods, a healthy population, a strong economy, and a sustainable environment.

- Objective 1: Continue to plan for a mix of urban, suburban, and rural residential and nonresidential development based on the needs of different areas within Goodyear. Clearly articulate these intended distinctions through adopted land use categories and supporting regulations to increase predictability for residents, property owners, and investors about intended future land use patterns in a given location. Consider development constraints when evaluating future land use plans to ensure proposed uses can be implemented without creating unintended conflicts.
    - The proposed Minor General Plan Amendment will change the designation of the Property within the proposed master planned community of Rio 1900 from Open Space to Neighborhoods to allow construction of a mix of urban and suburban uses, consistent with the Village Neighborhood and Urban Neighborhood Land Use Character Areas (LUCAs) of the concurrent Rio 1900 Planned Area Development (PAD) Rezone request.
- Objective 7: Development within large master planned communities should allow for greater flexibility since the area is being master planned; include a diversity of housing; include trails, open space, and internal and external connectivity; and include an integrated lifestyle.
    - The proposed Minor General Plan Amendment will support the Rio 1900 master planned community and provide flexibility for the development of a variety of

single-family and multi-family residential housing products on the thirty-one (31) acres that are the subject of the amendment request. The proposed Rio 1900 Rezone includes provisions for open space throughout the master-planned community, including parks and a trail system that is expected to connect directly with existing trails in Estrella to the south.

Goal LC-4: All areas of Goodyear become complete neighborhoods.

- Objective 1: Promote the concept that all neighborhoods in Goodyear should be "complete neighborhoods" meaning they should include a range of housing options; the option to safely walk or bike to internal and external destinations; access to a variety of transportation options; schools that meet the needs of the neighborhood; parks and other recreational facilities; neighborhood commercial centers that provide daily needs; places of worship; a sense of place and community pride; places and spaces that encourage social interaction; accessibility for people of all abilities; access to healthy food; and other amenities identified as important by the neighborhood.
    - The proposed Minor General Plan Amendment will facilitate development of the Property with single-family and/or multi-family residential uses. The Property will connect directly to a new El Rio Trail along the south side of the Gila River and is expected to contain at least one local park per the conceptual open space plan submitted for the Rezone request for Rio 1900 PAD. These amenities will ensure that residents of the Property have access to open space within a short distance of their homes. Residents within the Property will also have access to additional amenities in the wider Rio 1900 master planned community, including the wider park and trail system, schools, and commercial areas.

Goal ID-2: A range of housing types, price points, and sizes meet the needs of all ages, incomes, and lifestyles.

- Objective 1: Encourage an equitable mix of quality and compatible housing types and price ranges in numerous areas throughout the city that adequately meets the needs of current and prospective residents and workers of all incomes and ages.
    - The proposed Minor General Plan Amendment will change the designation of the Property from Open Space to Neighborhoods, to align with the Village Neighborhood and Urban Neighborhood LUCAs in the concurrent Rio 1900 PAD request. The Village Neighborhood LUCA will permit a range of low-to-medium density housing products such as single-family attached and detached homes, court homes, and two-family homes, while the Urban Neighborhood LUCA will permit multi-family development.
- Objective 3: Partner with developers to integrate diversity of housing types into large master planned communities.
    - Rio 1900 will be a large master planned community at buildout, with residential units, commercial areas, a fire station, two elementary school sites, and open space. The proposed PAD would permit a variety of housing types from large-lot estate homes to multi-family units.

Goal HS-1: A comprehensive, connected, and accessible parks, open space, and recreation system serves existing and future residents by contributing to the community's social, economic, and environmental quality.

- Objective 3: Continue to partner with the Flood Control District of Maricopa County, Lower Gila River Collaborative, Rio Reimagined, and other stakeholders to implement the El Rio vision and provide public recreational open space along the Gila River.

- The Property is directly adjacent to the proposed El Rio Trail along the south side of the Gila River, as included in the Rezone request for the Rio 1900 PAD. Rio Reimagined and Lower Gila River Collaborative have been informed of the larger Rio 1900 development, and Flood Control District of Maricopa County was invited to review the concurrent Rezone application but declined to comment. Further opportunities to partner with these organizations may be available as development applications for Rio 1900 are submitted during buildout.

3. The amendment must align with at least one of the fundamental strategies identified in Chapter 1 and shall not conflict with any of the fundamental strategies.

The six fundamental strategies in Chapter 1 are as follows:

- Livable & Connected – Complete neighborhoods provide essential goods and services, multimodal transportation networks, a diverse array of public spaces, and respect for neighborhood character, to create memorable places and destinations.
- Inclusive & Diverse – Welcome and accommodate people from all walks of life. Capitalize upon unique assets and foster a strong cultural identity. Preserve and expand access to housing for all phases of life and promote environmental justice.
- Healthy & Sustained – Incorporate environmental protection and stewardship to improve public health for all. Provide access to healthy food, health services, and recreation. Plan for adaptability and mitigation across physical and social assets.
- Resilient & Safe – Reduce risk and improve ability of individuals, neighborhoods, economic systems, and natural and built environments to withstand, recover from, and adapt to natural hazards, human-made disasters, and economic shifts. Create a foundation for a dependable water future; support responsive public safety and emergency services.
- Prosperous & Innovative – Leverage growth to benefit livelihoods and economic opportunities of all residents. Develop diverse employment opportunities that are well-matched to residents' skill levels, expand access to higher education and job training, and support innovative entrepreneurs and small businesses.
- Responsive & Accessible – Provide high quality municipal services and infrastructure to sustain long-term fiscal well-being of the city. Preserve robust opportunities for citizen participation and engagement.

The proposed Minor General Plan Amendment aligns most closely with the Livable & Connected, Inclusive & Diverse, and Healthy & Sustained strategies. Amending the Property from Open Space to Neighborhoods will help to implement the Rio 1900 PAD's vision for residential neighborhoods with a range of single-family and multi-family housing products, as well as supportive facilities such as roads and parks. A conceptual trail and open space plan included in the narrative for the Rio 1900 rezone shows that the acreage included in this Minor General Plan Amendment is immediately adjacent to the proposed El Rio Trail corridor and will likely include at least one local park. These open spaces will provide recreational opportunities for residents in the community to promote both physical and mental health. The proposed amendment does not conflict with any of the above strategies.

4. The amendment must not negatively impact the implementation of any city-approved Master Plan or shall provide mitigation measures to alleviate the potential impact.

The proposed Minor General Plan Amendment will not negatively impact the implementation of any City-approved Master Plan.

5. The amendment must constitute an overall improvement to the General Plan.

The proposed Minor General Plan Amendment represents an overall improvement to the General Plan by changing the designation of the Property from Open Space to Neighborhoods to match the designation of surrounding land with similar physical characteristics. Within the proposed Rio 1900 PAD area, most areas with the Open Space land use designation fall within the Gila River floodway channel. The Property is outside of the Gila River channel, so the Neighborhoods land use designation (which already applies to most of the Rio 1900 PAD area) is appropriate.

6. The amendment will not adversely impact a portion of, or the entire community, by:
    a. *Significantly reducing the balance of residents and jobs.*

        The development of job centers within the city will result in a need for additional new housing to house the future workforce.

    b. *Increasing traffic without mitigation.*

        The Minor General Plan Amendment will facilitate the construction of residential uses on the Property, as described in the concurrent Rio 1900 PAD Rezone application. A Master Roadway Plan was submitted and reviewed as part of that Rezone application. As Preliminary Plat and/or Site Plan applications are submitted for this site in the future, site-specific traffic studies will be required to analyze impacts related to those developments and recommend mitigation when necessary.

    c. *Requiring additional and more expensive improvements to infrastructure without mitigation.*

        Any infrastructure improvements related to the Rio 1900 development, including development on the Property, will be the responsibility of the developer.

    d. *Significantly altering the existing character of an area in a negative and unplanned way.*

        The Minor General Plan Amendment will allow Rio 1900 uses to extend closer to the Gila River instead of stopping at the boundary of the forty (40) acres that are currently within the Open Space designation, which will promote continuity with the rest of the master planned community.

    e. *Diminishing the environmental quality of the air, water, land, or cultural resources.*

        The Property is outside of the Gila River floodway channel and is currently used for farming. As it is developed, stormwater improvements and dust-reducing improvements will be required which will protect air and water quality.

AGENDA ITEM #: 4.
DATE: December 03, 2025
CAR #: AI-2856
CASE #: P25-00128

Planning & Zoning Commission - AMENDED ACTION REPORT

SUBJECT: **RIO 1900 MINOR GENERAL PLAN AMENDMENT**

STAFF PRESENTER(S): Ann Dolmage, Principal Planner

OTHER PRESENTER(S):
Brian Greathouse, Burch & Cracchiolo

SUMMARY:
This is a public hearing to request a Minor General Plan Amendment on approximately thirty-one (31) acres generally located west of Assessor's Parcel Number 400-03-002C and south of Assessor's Parcel Number 502-59-007A, from Open Space to Neighborhoods.

RECOMMENDATION:

1. Conduct a public hearing to consider a Minor General Plan Amendment to the Goodyear 2035 General Plan to amend the land use designation of approximately thirty-one (31) acres generally located west of Assessor's Parcel Number 400-03-002C and south of Assessor's Parcel Number 502-59-007A from Open Space to Neighborhoods; requiring an amendment to Exhibit 3.3 Land Use Plan & Transportation Plan in Chapter 3 of the Goodyear 2035 General Plan; and providing for an effective date.
2. Recommend approval of the request for a Minor General Plan Amendment to the Goodyear 2035 General Plan to amend the land use designation of approximately thirty-one (31) acres generally located west of Assessor's Parcel Number 400-03-002C and south of Assessor's Parcel Number 502-59-007A from Open Space to Neighborhoods; requiring an amendment to Exhibit 3.3 Land Use Plan & Transportation Plan in Chapter 3 of the Goodyear 2035 General Plan; and providing for an effective date (Ann Dolmage, Principal Planner).

STIPULATIONS:
Not applicable.

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 request affects thirty-one (31) acres (the “Property”) within a forty (40)-acre parcel that is currently owned by the Arizona State Land Department. The parcel has not been assigned an Assessor’s Parcel Number or physical address. The Property is generally located west of Assessor’s Parcel Number 400-03-002C and south of Assessor’s Parcel Number 502-59-007A, on the south side of the Gila River and approximately 2,800 feet west of Cotton Lane, as depicted in that document titled General Plan Land Use Plan & Transportation Plan - Existing, attached as Exhibit A to Resolution 2025-XXXX (see Attachment A to this report). The entire 40-acre parcel is currently designated as Open Space in the Goodyear 2035 General Plan (the “General Plan”), which was ratified by a vote of the citizens of Goodyear on May 21, 2024.

The forty (40)-acre parcel is included in a concurrent Rezone request for 1,940 acres known as Rio 1900 (formerly King Ranch). The Rezone will permit a range of uses within Rio 1900 to include residential, commercial, civic, and open space uses, as well as a potential resort. The applicant for the Rezone and this Minor General Plan Amendment is in the process of purchasing this parcel from the State of Arizona via auction. The State of Arizona has provided an owner authorization letter granting permission for the applicant to seek approval of this Minor General Plan Amendment while the parcel remains in their ownership.

STAFF ANALYSIS

Current Policy:

Chapter 10 of the General Plan defines which types of changes to the General Plan require a Major or Minor General Plan Amendment, and which types are exempt from amendments altogether. A change to a land use category between 20.0 acres and 159.9 acres requires a Minor General Plan Amendment. A Minor General Plan Amendment requires one public hearing before the Planning and Zoning Commission and one public hearing before the City Council.

Details of the Request:

The owner of the Property has applied to rezone a total of 1,940 acres from King Ranch Planned Area Development (PAD) to Rio 1900 PAD, to facilitate the development of a master planned community containing residential, commercial, civic, and open space uses, as well as a potential resort hotel. The 1,940 acres in the PAD extend east to west from Estrella Parkway across Cotton Lane to the alignment of 187th Avenue, and north to south from Gila River to the northern edge of Estrella.

Within this 1,940-acre rezone area, there is a forty (40)-acre parcel that falls entirely within the Open Space land use designation of the 2035 General Plan. These forty (40) acres include nine (9) acres that are located within the Gila River floodway channel, and thirty-one (31) acres that are located outside of the channel. The owner plans to develop the thirty-one (31) acres outside of the channel with residential uses, but these uses are not compatible with the Open Space designation, therefore a minor amendment to the General Plan is required prior to the rezone and development of the Property. The request proposes to change the designation of the Property to Neighborhoods, to align with the majority land use designation for the remainder of the Rio 1900 Rezone area. The remaining nine (9) acres of the parcel will remain in the Open Space land use designation. The proposed rezoning will be considered by separate action if Council approves this proposed General Plan Amendment.

An aerial photo and project narrative for this Minor General Plan Amendment request can be found as Attachments B and C to this report.

Evaluation Criteria:

Further information about the Evaluation Criteria applicable to this Minor General Plan Amendment can be found in Attachment D to this report.

Public Participation:

One combined in-person Neighborhood Meeting was conducted for this proposal and the concurrent Rezone proposal. Notice of the Neighborhood Meeting was provided to property owners within 500 feet

of the property on June 17, 2025, and signs advertising the Neighborhood Meeting were placed on the site on June 19, 2025. The neighborhood meeting took place on July 8, 2025. Twenty-three (23) members of the public attended the meeting, which followed an open house format. Topics discussed were mostly focused on the broader Rezone request rather than the Minor General Plan Amendment request. These topics included density; water; emergency access; types of housing and commercial expected (including the likelihood of a resort); transportation issues (including the timing of Cotton Lane widening and separation of bicycle lanes from roadway corridors for safety); protections for hillside areas, drainageways, and habitat; and timing or phasing of development.

Staff have also received several calls and emails about the Rio 1900 project, again mostly oriented towards the Rezone request rather than the Minor General Plan Amendment. Many of these calls and emails came in around the time of the neighborhood meeting and were information-seeking requests for development plans, construction timing estimates, and similar topics. One resident expressed concerns about impacts to wildlife habitat, air quality, noise pollution, and other environmental concerns, as well as traffic and congestion, crime, and the proliferation of data centers and industrial buildings in the city. An additional resident echoed the concerns about air quality (mostly as it pertains to construction activities), the potential for a resort hotel near her neighborhood, and the loss of open space and views in the area.

A public notice that the Minor General Plan Amendment request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on December 3, 2025, appeared in the Arizona Business Gazette – Republic Edition on November 14, 2025; postcards were mailed to adjoining owners on November 12, 2025; and signs were updated on the site with the hearing date on November 14, 2025.

Attachments

Attachment A - Draft Resolution No. 2025-XXXX

Attachment B - Aerial Photo

Attachment C - Project Narrative

Attachment D - Detailed Evaluation Criteria

ITEM #: 13.
DATE: 12/15/2025
AI #:3005

CITY COUNCIL ACTION REPORT

SUBJECT: REZONE APPROXIMATELY 66.6 ACRES LOCATED NORTHWEST OF WEST CELEBRATE LIFE WAY AND NORTH LITCHFIELD ROAD, KNOWN AS CELEBRATION PLAZA, FROM PLANNED AREA DEVELOPMENT TO CELEBRATION PLAZA 1st AMENDED PLANNED AREA DEVELOPMENT

STAFF PRESENTER(S): Christian M. Williams, Planning Manager

SUMMARY

This is to conduct a Public Hearing for consideration of the rezoning of approximately 66.6 acres generally located at West Celebrate Life Way and North Litchfield Road from Goodyear Celebration Plaza Planned Area Development to Celebration Plaza 1st Amended Planned Area Development, and to request the item be continued to a date certain on January 26, 2026.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Conduct the public hearing and continue the item to the January 26, 2026 Regular City Council Meeting. (Christian M. Williams, Planning Manager)

FISCAL IMPACT

There is no fiscal impact associated with the continuation of the public hearing.

BACKGROUND AND PREVIOUS ACTIONS

The Property is located at West Celebrate Life Way and North Litchfield Road.

The 2035 Goodyear General Plan designates the land use for this property as Business and Commerce.

The current zoning for the Property is Celebration Plaza Planned Area Development (PAD),

which contains a mixture of Multi-Family (MF-12), Multi-Family (MF-24), Commercial Office (C-O), MF-24/C-O hybrid and General Commercial (C-2) with a PAD Overlay; this PAD was approved in 2023 by the adoption of Ordinance No. 2023-1562.

The original application was heard by the Planning and Zoning Commission on March 12, 2025 and sought to amend the current Celebration Plaza PAD's limit of one (1) standalone drive through within Land Use District C-2 to allow two (2) standalone drive throughs, plus, unlimited endcap drive throughs for all buildings constructed that accommodate at least three (3) tenants, one being a drive through. The Planning and Zoning Commission recommended approval of the proposed amendment by a vote of 5-0.

The recommendation by the Planning and Zoning Commission, for the original application, was heard by the City Council on March 24, 2025.

Council expressed concerns about an increase in the amount of drive-throughs without further reconsideration of the acreage and mix of multi-family and office land uses remaining on the site. As a result of the Council discussion, the applicant requested that the item be tabled, and no vote took place.

The item was heard by the Planning & Zoning Commission on December 3, 2025, and the additional details of this meeting will be presented to the Council at the January 26, 2026 Regular City Council Meeting.

A public notice that this rezoning request would be considered and reviewed at public hearing for the City Council on December 15, 2025 appeared in the Arizona Business Gazette - Republic Edition on November 15, 2025.

STAFF ANALYSIS

Staff recommends that the City Council conduct the public hearing, and continue the item to the January 26, 2026 Regular City Council Meeting.

ITEM #: 14.
DATE: 12/15/2025
AI #:2990

CITY COUNCIL ACTION REPORT

SUBJECT: **APPOINTMENT OF VICE MAYOR**

STAFF PRESENTER(S): Joe Pizzillo, Mayor

SUMMARY

This item requests Council approval to appoint Vice Mayor to a one-year term beginning January 1, 2026. The Vice Mayor serves as acting Mayor when needed and provides ongoing support to the Mayor in carrying out the legislative and administrative responsibilities of the Council.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Appoint Vice Mayor to a one-year term beginning in January 2026, with the subsequent Vice Mayor to be selected during the 2027 Council induction. (Joe Pizzillo, Mayor)

STIPULATIONS

The Vice Mayor's term shall begin on January 1, 2026, and conclude at the January 2027 Council induction, at which time a new Vice Mayor will be selected. The Vice Mayor shall perform the duties of Mayor in the Mayor's absence.

FISCAL IMPACT

There is no fiscal impact associated with this item. The appointment does not alter the compensation or benefits established for Councilmembers.

BACKGROUND AND PREVIOUS ACTIONS

The Vice Mayor serves in the Mayor's absence and provides leadership support to ensure continuity in Council operations. The appointment is made by the City Council as part of its organizational responsibilities.

The most recent Vice Mayor appointment occurred on Monday, January 6, 2025, during the Council induction.

STAFF ANALYSIS

With the next induction scheduled for January 2027, establishing a one-year Vice Mayor term beginning January 1, 2026, will ensure continued leadership coverage until the next Vice Mayor is selected.