



Mayor  
Joe Pizzillo

---

Vice Mayor  
Brannon Hampton

---

Councilmember  
Wally Campbell

---

Councilmember  
Laura Kaino

---

Councilwoman  
Vicki Gillis

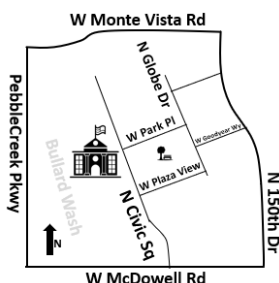
---

Councilmember  
Benita Beckles

---

Councilmember  
Trey Terry

---



## City Council Regular Meeting

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

**Monday, June 8, 2026**

## Immediately following the Joint Community Facilities District Special Meeting

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

### **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](http://www.goodyearaz.gov/cityclerk)

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

Immediately following the Joint Community Facilities District Special Meeting

**CALL TO ORDER****ROLL CALL****PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER KAINO****PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR****COMMUNICATIONS**

1. **GOODYEAR REPRESENTATION AT THE SPECIAL OLYMPICS USA GAMES  
RECOMMENDATION**

Recognize the Goodyear Roadrunners for representing Arizona at the Special Olympics USA Games in Minnesota and receive an update on their accomplishments. No action will be taken. (Luke Parker, Recreation Coordinator)

**CONSENT**

2. **APPROVAL OF MINUTES  
RECOMMENDATION**

Approve the May 18, 2026, Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

3. **APPROVAL OF A THIRD AMENDMENT TO THE INTERGOVERNMENTAL  
AGREEMENT (IGA) WITH MARICOPA COUNTY FOR A WORKFORCE  
DEVELOPMENT COORDINATOR  
RECOMMENDATION**

Approve the third amendment to the Intergovernmental Agreement (IGA) with Maricopa County, administered by its Human Services Department and the City of Goodyear, and provide authorization and direction to the Mayor, or their designee, to take actions and execute the documents necessary to carry out the intent of the IGA. (Jeremy Dyck, Neighborhood Services Manager)

4. **RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA)  
WITH ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR CIP  
PROJECT #50059 BULLARD WASH TRAIL**

## **RECOMMENDATION**

ADOPT RESOLUTION NO. 2026-2523 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA REGARDING THE DEVELOPMENT AND MAINTENANCE OF A SECTION OF THE BULLARD WASH TRAIL WITHIN ARIZONA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY. (Steve Scinto, Director of Engineering; Mario Saldamando, Senior Project Manager)

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

### **RECOMMENDATION**

ADOPT RESOLUTION NO. 2026-2524 AUTHORIZING THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH ZAYO GROUP, A DELAWARE LIMITED LIABILITY COMPANY AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND OR CONDUIT. (Philip Cochran, Assistant City Attorney)

## **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

6. **PUBLIC HEARING ON PROPOSED PROPERTY TAX LEVY FOR FY2027 (TRUTH-IN-TAXATION HEARING) AND ON PROPOSED FINAL BUDGET ADOPTION FOR FY2027 AND APPROVAL OF TRUTH IN TAXATION INCREASE BY ROLL CALL VOTE**

### **RECOMMENDATION**

Conduct a public hearing and by resolution adopt the final estimates by the city of Goodyear for the fiscal year beginning July 1, 2026 and ending June 30, 2027 and on the proposed primary property tax levy increase of \$329,905; and Approve the Truth-in-Taxation increase of \$329,905 for FY2027 by a roll call vote. (Ryan Bittle, Deputy Finance Director)

## **INFORMATION ITEMS**

Comments, commendations, reports on current events and presentations by Mayor, Councilmembers, or the City Manager. 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, city staffing updates, update on legislative issues, clarification on items being requested by Council, and Manager's update on Council related matters.

### **FUTURE MEETINGS**

**Future meetings are tentatively scheduled as follows:**

June 15, 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 \_\_\_\_\_ at \_\_\_\_\_ p.m. by .

ITEM #: 1.  
DATE: 06/08/2026  
AI #:3300



## CITY COUNCIL COMMUNICATION

**SUBJECT: GOODYEAR REPRESENTATION AT THE SPECIAL OLYMPICS USA GAMES**

**STAFF PRESENTER(S):** Luke Parker, Recreation Coordinator

---

### SUMMARY

Michael Daniels, a Goodyear resident and proud member of the Goodyear Roadrunners, has earned the honor of being selected as one of more than 120 Special Olympics athletes, coaches, and unified partners representing Arizona at the 2026 Special Olympics USA Games in Minneapolis, Minnesota. This event brings together competitors from around the world to showcase their talents, determination, and sportsmanship on a grand stage.

Michael and the rest of Team Arizona will depart for Minnesota on June 19. Michael will be showcasing his skills in the Level 4 traditional golf competition, representing not only his team but the entire Goodyear community with pride and dedication.

### STRATEGIC PLAN ALIGNMENT



### RECOMMENDATION

Recognize the Goodyear Roadrunners for representing Arizona at the Special Olympics USA Games in Minnesota and receive an update on their accomplishments. No action will be taken. (Luke Parker, Recreation Coordinator)

---

### Attachments

Staff Presentation



SPECIAL OLYMPICS  
**USA GAMES**  
MINNESOTA 2026



# Michael Daniels



ITEM #: 2.  
DATE: 06/08/2026  
AI #:3351



## APPROVAL OF MINUTES

---

### SUBJECT

APPROVAL OF MINUTES

### RECOMMENDATION

Approve the May 18, 2026, Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

---

### Attachments

2026-05-18 Regular Meeting Draft Minutes

## **City Council Regular Meeting**

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



**Monday, May 18, 2026**

**Meeting Minutes**

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

### **CALL TO ORDER**

Mayor Pizzillo called the Regular Meeting to order at 5:05 p.m.

### **ROLL CALL**

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

Staff Present: City Manager Bryan Langley; City Attorney Roric Massey; City Clerk Jasmine Pernicano

### **PLEDGE OF ALLEGIANCE AND INVOCATION BY VICE MAYOR HAMPTON**

### **PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR**

Eric Oster, Goodyear resident, inquired about budgetary costs and project implementation related to the city's website project.

### **COMMUNICATIONS**

#### **1. YOUTH COMMISSION ANNUAL PROJECTS PRESENTATION**

Jeremy Dyck, Neighborhood Services Manager, introduced the item and turned the presentation over to Aariya Singh, Chair, and Maddelyn Smith, Vice Chair, to highlight the annual projects. Ms. Smith discussed the Need 4 Speed event, which focused on safe driving education, and Ms. Singh discussed Boarding Pass to a Better You, a life-skills and mental-health fair. They expressed appreciation to staff, volunteers, and the community for their involvement.

Council acknowledged and thanked the commissioners for their participation and the work they did.

#### **2. RECOGNITION OF CARLOS NUNEZ'S RETIREMENT AND 21 YEARS OF SERVICE WITH THE CITY OF GOODYEAR**

Mayor Pizzillo recognized Carlos Nunez and thanked him for his years of service. Mr. Nunez was unable to attend the meeting.

## APPOINTMENTS

### 3. APPOINTMENT TO CITY BOARDS, COMMISSIONS AND COMMITTEES

**MOTION BY Councilmember Trey Terry, SECONDED BY Vice Mayor Brannon Hampton to APPROVE the appointments to the Arts and Culture Commission and the Parks and Recreation Advisory Commission, and the reappointments to the Youth Commission and Public Improvement Corporation, as recommended by the Council Subcommittee on City Boards, Commissions and Committees. The motion carried as follows:**

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

Passed - Unanimously

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

## CONSENT

**MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Laura Kaino to APPROVE Consent Agenda items 4 through 8. The motion carried as follows:**

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

Passed - Unanimously

### 4. APPROVAL OF MINUTES

#### RECOMMENDATION

Approve the April 27, 2026, and May 4, 2026, Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

### 5. APPROVAL OF BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY

#### RECOMMENDATION

Approval of budget amendments, related expenditure authority, and the administrative award authority for expenditures exceeding \$500,000. (Ryan Bittle, Deputy Finance Director)

### 6. ADOPT FISCAL YEAR (FY) 2027 FINANCIAL POLICIES

#### RECOMMENDATION

Adopt the FY2027 Financial Policies. (Ryan Bittle, Deputy Finance Director)

7. **APPROVE FOUR-YEAR ADVANCE NOTICE OF ABANDONMENT WAIVER WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR CAMELBACK ROAD**

RECOMMENDATION

Approve the waiver of the Four-Year Advance Notice of Abandonment and Pavement Quality Report, allowing ADOT to proceed with the abandonment of its interest in the right-of-way located west of State Route 303, extending to 169th Avenue, and authorize the Mayor, or their designee, to take actions and execute the necessary documents to carry out the intent of the waiver. (Colton Blyle, Real Estate Specialist; Logan Hopp, Deputy Director of Transportation)

8. **RESOLUTION AUTHORIZING PROPOSALS TO TOHONO O'ODHAM NATION FOR ITS 2026 12% GAMING DISTRIBUTION GRANT PROGRAMS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2521 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR 12% GAMING DISTRIBUTION FUNDS TO THE TOHONO O'ODHAM NATION, AUTHORIZING THE CITY MANAGER, OR THEIR DESIGNEE, TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Christina Panaitescu, Community Partnerships Program Manager)

**PUBLIC HEARINGS**

9. **ORDINANCE TO REZONE APPROXIMATELY 35.053 ACRES FROM PAD PALM VALLEY PROMENADE 1ST AMENDED TO PAD PALM VALLEY PROMENADE 2ND AMENDED**

Mayor Pizzillo opened the Public Hearing at 5:27 p.m.

Kyle Abbott, Senior Planner, presented a request to rezone approximately 35.053 acres located approximately at the northeast corner of West McDowell Road and North Bullard Avenue from Planned Area Development (PAD) Palm Valley Promenade 1st Amended to PAD Palm Valley Promenade 2nd Amended. Mr. Abbott provided a brief history of the zoning for the PAD and details of the request for the 16.57 acres of undeveloped land, known as the Palm Valley Promenade West parcel, zoned PAD and permitted C-2 General Commercial uses. He explained the rezone proposal removes the max building height of three-stories, up to 50 feet, from the PAD's Development Guidelines and would be subject to C-2 General Commercial building maximum height up to 56 feet, as provided in the city of Goodyear Zoning Ordinance. He continued to review building and allowed heights in the surrounding areas.

Mr. Abbott continued to review the evaluation criteria and public notification and noted there were no resident comments.

There being no speakers present, Mayor Pizzillo closed the public hearing at 5:33 p.m.

Jasmine Pernicano, City Clerk, read Ordinance No. 2026-1649 by title only.

In response to Council inquiry, Mr. Abbott explained the current zoning is PAD and allows for C-2 uses seen, for example, in commercial shopping centers, and the rezone would increase the building height limit by 6 feet. He then provided details of where the intended hotel would be built and explained the next steps in the process, including a site plan that includes a traffic impact statement before moving forward with permits.

Council raised questions about access to the property, including the private road on the north side, which is currently used for school parking. Brennan Ray, Attorney, on behalf of the applicant, representing Ray Law Firm, explained that the owner has been contacted regarding the road's intended use and safety, and that ingress and egress will be provided from N. 146th Avenue. Council expressed support for the rezoning request and the proposed hotel project, and expressed interest in additional access points.

**MOTION BY Councilmember Trey Terry, SECONDED BY Councilmember Benita Beckles to ADOPT ORDINANCE NO. 2026-1649, CONDITIONALLY REZONING APPROXIMATELY 35.053 GROSS ACRES OF PROPERTY, LOCATED AT THE NORTHEAST CORNER OF MCDOWELL ROAD AND BULLARD AVENUE, FROM PALM VALLEY PROMENADE 1ST AMENDED PLANNED AREA DEVELOPMENT (PAD) TO PALM VALLEY PROMENADE 2ND AMENDED PAD AND AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR. The motion carried as follows:**

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

Passed - Unanimously

## **BUSINESS**

### **10. RESOLUTION ADOPTING TENTATIVE BUDGET FOR FISCAL YEAR (FY) 2027 AND SET A PUBLIC HEARING**

Ryan Bittle, Deputy Finance Director, presented the Fiscal Year (FY) 2027 Tentative Budget for \$1.4 billion. Mr. Bittle provided information on the changes included in the budget as a result of the City Council Work Session held on April 6, 2026.

Jasmine Pernicano, City Clerk, read Resolution No. 2026-2522 by title only.

In response to Council inquiry, David Seid, Interim Director Parks & Recreation, noted that the tentative budget supports affordability and access to residents. Steve Scinto, Director of Engineering, explained the process for the five-year comparison for Capital Improvement Projects (CIP's), and Brian Issitt, Chief of Police, noted that the Police Department is not experiencing recruitment challenges and provided a staffing update.

Mr. Bittle provided clarification regarding the tentative budget increase from FY2026 to FY2027, including key budget areas and an explanation of the rainy-day fund, in response to Council inquiry.

In response to Council inquiry regarding proposed increases related to economic development, tourism, arts, and marketing efforts, Mr. Bittle stated that these items will be reviewed by the new City Manager prior to final budget approval in June.

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

**MOTION BY Vice Mayor Brannon Hampton, SECONDED BY Councilmember Wally Campbell to ADOPT RESOLUTION NO. 2026-2522 ADOPTING THE FISCAL YEAR 2026-2027 ESTIMATES OF REVENUES AND EXPENSES FOR THE CITY OF GOODYEAR, INCLUDING ESTIMATED PROPERTY TAX LEVY AND PROPERTY TAX RATES, AS THE TENTATIVE BUDGET FOR FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027; SETTING FORTH THE RECEIPTS AND THE AMOUNTS ESTIMATED AS COLLECTIBLE FOR THE PREVIOUS FISCAL YEAR; THE AMOUNT PROPOSED TO BE RAISED BY DIRECT PROPERTY TAXATION FOR THE VARIOUS PURPOSES; GIVING NOTICE OF THE TIME FOR HEARING TAX PAYERS; FOR ADOPTION OF BUDGET AND SETTING THE TAX LEVIES. The motion carried as follows:**

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

Passed - Unanimously

### **INFORMATION ITEMS**

Council welcomed City Manager Bryan Langley and showed appreciation to Kini Knudson for filling the role of Interim City Manager.

Council provided an update from the Maricopa County consortium regarding a program for residents facing evictions.

Bryan Langley, City Manager, expressed appreciation to Council and staff for welcoming him to the city.

### **FUTURE MEETINGS**

**Future meetings are tentatively scheduled as follows:**

June 8, 2026

Council Meeting

5:00 p.m.

### **ADJOURNMENT**

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:14 p.m.

\_\_\_\_\_  
Jasmine Pernicano, City Clerk

\_\_\_\_\_  
Joe Pizzillo, Mayor

Date:\_\_\_\_\_

### **CERTIFICATION**

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on May 18, 2026. I further certify

that the meeting was duly called and held and that a quorum was present.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2026.

SEAL:

---

Jasmine Pernicano, City Clerk

ITEM #: 3.  
DATE: 06/08/2026  
AI #:3308



## CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVAL OF A THIRD AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY FOR A WORKFORCE DEVELOPMENT COORDINATOR**

**STAFF PRESENTER(S):** Jeremy Dyck, Neighborhood Services Manager

---

### SUMMARY

Amendment No. 3 renews the IGA with the Maricopa County Human Services Department for an additional one-year term to continue integrating the County's workforce development system into the city's community services network. The renewal supports ongoing workforce development programming, including employer engagement, jobseeker services, workshops, youth outreach, and Workforce Innovation and Opportunity Act (WIOA) activities for adults and youth.

### STRATEGIC PLAN ALIGNMENT



Economic  
Vitality



INNOVATIVE & HIGH  
PERFORMING  
ORGANIZATION

### RECOMMENDATION

Approve the third amendment to the Intergovernmental Agreement (IGA) with Maricopa County, administered by its Human Services Department and the City of Goodyear, and provide authorization and direction to the Mayor, or their designee, to take actions and execute the documents necessary to carry out the intent of the IGA. (Jeremy Dyck, Neighborhood Services Manager)

### FISCAL IMPACT

The city's cost-share contributions totaled \$50,795 in fiscal year (FY) 2024 (11 months), \$55,982 in FY2025, and \$53,562 in FY2026. Under Amendment No. 3, the city's contribution for the period of July 1, 2026, through June 30, 2027, will be \$58,005, which has been incorporated into the FY27 budget as a one-time base expenditure. Maricopa County will continue to provide equipment, materials, and workspace to support the Workforce Development Coordinator position.

### BACKGROUND AND PREVIOUS ACTIONS

At the May 15, 2023 Work Session, Council reached consensus to partner with Maricopa County to establish a Workforce Development Center at the County's new Goodyear location. The partnership improves accessibility to workforce services while supporting the goals of the Community and Neighborhood Services Master Plan and the city's workforce recovery initiatives. Council subsequently approved an IGA, with Maricopa County with an initial term of August 1, 2023 to June 30, 2025 with the option for two additional one-year terms. Amendment No. 3 represents the second and final annual renewal under the IGA.

## **STAFF ANALYSIS**

The proposed amendment, Attachment A, extends the terms of the IGA for an additional year, through June 30, 2027, adjusts the City's cost sharing obligation, and includes additional regulatory requirements. Its adoption by City Council will continue the City's partnership with Maricopa County to provide workforce development services at the County's Goodyear location through June 30, 2027. The agreement supports the City Council Strategic Plan by expanding access to workforce development services, strengthening economic resiliency, and enhancing community well-being. The partnership also aligns with the Community and Neighborhood Services Master Plan by improving access to employment resources and career pathway opportunities for Goodyear residents.

Since implementation, the program has expanded access to employment resources, strengthened connections between employers and job seekers, and supported the city's broader workforce and economic development goals. Program outcomes demonstrate continued community impact and increased utilization of services. During the last fiscal year, the city and County expanded job fair offerings from quarterly to every other month, resulting in six events that connected more than 1,000 participants with employers and generated over 500 on-site or scheduled interviews. The partnership also supported the city's first Apprenticeship Fair, which generated more than 800 pre-registrations and attracted approximately 460 attendees.

In addition to hiring events, the Workforce Development Coordinator has provided workshops, youth outreach, and support for community resource fairs, increasing awareness of career pathways and workforce services throughout Goodyear. Following the renewal of the IGA, Maricopa County will continue providing equipment, materials, and workspace necessary to support the Workforce Development Coordinator position and related program operations. The continued partnership provides a coordinated approach to workforce development by leveraging County resources and expertise while expanding local access to employment and training opportunities for residents and businesses. The amendment is consistent with prior Council direction and supports ongoing workforce development and economic vitality efforts within the community.

---

## **Attachments**

Attachment A - Intergovernmental Agreement Amendment No. 3

AMENDMENT NO. 3  
TO THE  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
MARICOPA COUNTY  
ADMINISTERED BY ITS  
HUMAN SERVICES DEPARTMENT  
AND  
CITY OF GOODYEAR

- I. Maricopa County (the "County"), administered by its Human Services Department, and the City of Goodyear ("City") entered into a financial Intergovernmental Agreement ("Agreement") to integrate the County's workforce development system into the City's social and community services resource network. The Agreement was fully executed on or about July 26, 2023. Under the Agreement, the City provides funds to the County for program service delivery. The current Agreement term is July 1, 2025, through June 30, 2026, to provide funding for Fiscal Year 2026 in the amount of \$53,562. The County and the City collectively are referred to as the "Parties."
- II. The Parties now agree to enter into this Amendment No. 3 to amend the Agreement as follows:
- A. Revise the Agreement expiration date from June 30, 2026, to June 30, 2027 (Fiscal Year 2027) (last option for renewal).
- B. Revise paragraph 6.0 (FUNDING), adding the following subsection:  
6.2.4 For the period of July 1, 2026, through June 30, 2027, an amount not to exceed \$58,005.
- C. Add the following paragraphs to the Agreement:

**32.0 SYSTEM FOR AWARD MANAGEMENT**

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

**33.0 RETENTION OF RECORDS**

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

33.2 The Parties shall keep and maintain such books, documents, papers and records in accordance with 2 CFR 200.333 et seq. and under A.R.S. §§ 41-151.14 and 41-151.15, for a period of at least six (6) years after the expiration or termination of this Agreement or six (6) years after the submission of the annual performance and evaluation report as prescribed in 24 CFR 91.520. The Parties right of access is not limited to the retention period but lasts so long as the records are retained by the Parties. The Parties shall permit independent auditors access to its records and financial statements

as necessary to comply with federal audit requirements.

**34.0 STRICT COMPLIANCE**

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

**35.0 DISPUTES**

- 35.1 Except as otherwise provided for in this Agreement, the Parties may attempt to informally resolve any dispute arising out of this Agreement for a reasonable period of time, but which shall not exceed ninety (90) calendar days. Disputes which are not resolved in that time period shall be submitted in accordance with the following formal dispute resolution process.
- 35.2 Notice of the specific grounds of a formal dispute shall be in writing and filed with the County Representative listed in the Notices paragraph within ten (10) business days from the expiration of the informal dispute resolution process described above in 35.1.
- 35.3 The County Representative shall respond in writing to the City within fourteen (14) business days. The decision of the County Representative shall be final and conclusive unless, within seven (7) business days after the date the City is served with the decision, the City files a written notice of appeal with the Human Services Department Director.
- 35.4 The Department Director shall provide the City with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final.
- 35.5 In the event the City disagrees with the Director's decision, the City shall have every existing and future right or remedy available by law or in equity to resolve the dispute. If the Parties fail to come to a resolution through the dispute process set forth in this Paragraph 35.0, either Party may pursue formal litigation.

**36.0 RELIGIOUS ACTIVITIES**

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

**37.0 COVENANT AGAINST CONTINGENT FEES**

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

**38.0 ADMINISTRATIVE REQUIREMENTS**

- 38.1 Accounting Standards – The Parties agree to comply with this Agreement and to adhere to the accounting principles and procedures required to utilize adequate internal controls and maintain necessary source documentation for all costs incurred, as well as any applicable federal laws and regulations. The Parties further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
- 38.2 Documentation and Record Keeping - The Parties agrees to comply with this Agreement and the following record keeping requirements:
  - 38.2.1 Records to be maintained – The Parties shall maintain all financial records as required by 2 C.F.R. § 200, and OMB Circulars;
  - 38.2.2 Property Records - The County shall maintain property and equipment inventory records that clearly identify properties and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform to the use of property and equipment.

**39.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE**

- 39.1 Notwithstanding anything to the contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
- 39.2 This Agreement may be immediately terminated by a Party if the other Party defaults by failing to perform any objective or breaches any obligation under this Agreement, or any event occurs that jeopardizes the other Party's ability to perform any of its obligations under this Agreement.
- 39.3 Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, had not been reimbursed), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
  - 39.3.1 Non-performance of any obligations required by this Agreement.
  - 39.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations.
  - 39.3.3 Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars and 2 C.F.R. §§ 200 et seq.
  - 39.3.4 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 39.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the Parties, without intent to limit or with restrictions, be subject to the following:
  - 39.4.1 Acknowledge that suspension or termination of this

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

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

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

#### **40.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

40.1 The undersigned, by signing this Agreement, represents that the City has the authority to bind the City to the terms of this Certification. The City, in accordance with 2 C.F.R. Part 180, certifies to the best of their knowledge and belief that they and their principals:

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

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

40.1.3 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Sub-subparagraph 40.1.2 above; and

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

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

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

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

- III. Section II above contains all the changes to the Agreement made by this Amendment No. 3. The Agreement is amended to incorporate the changes contained in this Amendment No. 3. All other terms and conditions of the Agreement remain in full force and effect as executed by the Parties. This Amendment No. 3 is subject to and incorporates the provisions of A.R.S. §38-511.
- IV. The Parties have authorized the undersigned to execute this Amendment No. 3 on their behalf, and it shall be effective upon approval and signature by both Parties.

IN WITNESS, the Parties have approved and signed this Amendment No. 3:

**FOR THE CITY OF GOODYEAR:****FOR MARICOPA COUNTY:**

\_\_\_\_\_  
Joe Pizzillo  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kate Brophy McGee  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

Attestation:

Attestation:

\_\_\_\_\_  
Jasmine Pericano, City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Juanita Garza, Clerk of the Board

\_\_\_\_\_  
Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT NO. 3 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF GOODYEAR UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 3 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy County Attorney

\_\_\_\_\_  
Date

**ATTACHMENT A****ITEMIZED SERVICE BUDGET**

Effective Dates 7/1/2026 to 6/30/2027

CONTRACT SERVICE: Arizona@Work Workforce Development

| <i>City of GOODYEAR shared cost is 50% of FTE</i>                     | 12-Month<br>Agreement Cost | MCHSD Cost | City of GOODYEAR<br>Cost |
|-----------------------------------------------------------------------|----------------------------|------------|--------------------------|
| Total Personnel - 1 FTE @ \$30.24/hr * <u>2088</u> total hours        | 63,141                     | 31,571     | 31,570                   |
| Maricopa County Merit Pay Increase for FY27 - 4%                      | 2,526                      | 1,263      | 1,263                    |
| Total Employee Related Expenses - <sup>1</sup> ERE = 19.63% + \$15000 | 27,890                     | 13,945     | 13,945                   |
| Total Indirect Cost - <sup>2</sup> 24%                                | 22,454                     | 11,227     | 11,227                   |
| Subtotal                                                              | 116,011                    | 58,006     | 58,005                   |

Total Cost for 12-Month for the City of GOODYEAR **\$ 58,005**

<sup>1</sup> *Based on 2026 FICA, Retirement, Unemployment Compensation, Worker's Compensation, Liability Insurance, Health/Dental/Life Insurance, and Dependent Care Assistance*

<sup>2</sup> *Maricopa County Indirect Rate as allowed by OMB 2 CFR Part 200 requirements*

ITEM #: 4.  
DATE: 06/08/2026  
AI #:3257



## CITY COUNCIL ACTION REPORT

**SUBJECT: RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR CIP PROJECT #50059 BULLARD WASH TRAIL**

**STAFF PRESENTER(S):** Steve Scinto, Director of Engineering; Mario Saldamando Sr. Project Manager

---

### SUMMARY

Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) regarding development and maintenance of Bullard Wash Trail within ADOT right-of-way for CIP Project #50059.

### STRATEGIC PLAN ALIGNMENT



Fiscal Resource  
Management



SAFE &  
VIBRANT  
COMMUNITY



INFRASTRUCTURE

### RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2523 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA REGARDING THE DEVELOPMENT AND MAINTENANCE OF A SECTION OF THE BULLARD WASH TRAIL WITHIN ARIZONA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY. (Steve Scinto, Director of Engineering; Mario Saldamando, Senior Project Manager)

### FISCAL IMPACT

Funding for CIP Project #50059 – Bullard Wash Trail is included in the City's Fiscal Year (FY) 2027 adopted Capital Improvement Program. The total estimated project cost is approximately \$32.27 million, funded through a combination of General Obligation bonds and one-time General Fund.

The IGA does not include any direct financial participation from ADOT. The city of Goodyear is responsible for all costs associated with design, construction, and ongoing operation and maintenance of the shared use pathway within the ADOT right-of-way.

Parks and Recreation has developed an operations and maintenance budget for Bullard Wash

beginning in FY2028, which includes maintenance associated with this segment of the project.

## **BACKGROUND AND PREVIOUS ACTIONS**

At the November 13, 2023, Regular Council Meeting, the Goodyear City Council adopted the Parks and Recreation Master Plan with the adoption of Resolution No. 2023-2366, which identifies the Bullard Wash Trail as a key component of the city's planned trail network.

At the June 10, 2024, Regular Council Meeting, the Goodyear City Council approved CIP Project #50059 which includes improvements along the Bullard Wash corridor between McDowell Road and the Ballpark to enhance regional connectivity and expand the city's trail system.

On June 9, 2025, City Council approved the FY26 budget, which included CIP Project #50059.

## **STAFF ANALYSIS**

The Bullard Wash Trail is a planned multi-use pathway that provides a key north-south connection through the city, linking McDowell Road to Estrella Mountain Regional Park and connecting major destinations such as the Goodyear Ballpark and GSQ. The project is identified in the City's Parks and Recreation Master Plan and supports the development of an off-street pathway system with grade-separated crossings to enhance pedestrian and bicycle connectivity.

Through coordination with ADOT, it has been determined that an IGA between the city of Goodyear and ADOT is required to allow for the construction, operation, and ongoing maintenance of the shared use pathway within ADOT right-of-way.

This IGA sets forth ADOT's requirements for allowing the city to construct, operate, and maintain the shared use pathway within ADOT right-of-way.

Under the terms of the IGA, the city is responsible for:

- all costs associated with the design, construction, and maintenance of the improvements being constructed within ADOT's right-of-way (the "Project Area"), which improvements are subject to the approval of ADOT;
- obtaining all required permits from the State for the construction of the improvements within the Project Area;
- obtaining annual permits from the State for the maintenance of the improvements within the Project Area;
- maintaining and repairing the improvements constructed within the Project Area;
- removing and cleaning up homeless encampments that may be located within the Project Area; and
- providing ADOT access to the Project Area as needed for ADOT to maintain its infrastructure.

The IGA provides for ADOT's retention of "prior rights" to the right-of-way, which gives ADOT the right to make any modifications within the Project Area, including the removal or alteration of the city's improvements therein, if required for transportation purposes without compensation to the city. In addition, under the terms of the IGA, ADOT is not responsible for damages to the city's improvements within the Project Area caused by ADOT's maintenance of ADOT's infrastructure.

Staff recommends adopting Resolution No. 2026-2523 (Attachment A) and supports approval of the IGA, as it is necessary for the project to move forward and will facilitate the development

of a critical segment of the city's trail network.

---

### **Attachments**

Attachment A - Resolution No. 2026-2523 with Exhibit

**RESOLUTION NO. 2026-2523**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA REGARDING THE DEVELOPMENT AND MAINTENANCE OF A SECTION OF THE BULLARD WASH TRAIL WITHIN ARIZONA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY.

WHEREAS, the development of the Bullard Wash Trail south of McDowell Road is included in the city's FY2027 adopted capital improvement program;

WHEREAS, a section of the Bullard Wash Trail will be located under Interstate 10 within right-of-way controlled by the Arizona Department of Transportation ("ADOT"); and

WHEREAS, ADOT is requiring an agreement with the city to allow the city to construct the Bullard Wash Trail improvements within ADOT's right-of-way that identifies the parties responsibilities for the construction, operation, and maintenance of such improvements.

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

SECTION 1. The Mayor and Council of the City of Goodyear hereby approve the Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation (the "State" or "ADOT") and the City of Goodyear attached hereto as Exhibit 1 (the "IGA") and authorize its execution.

SECTION 2. The Mayor, or their designee, is hereby authorized and directed to take any and all actions and to execute any and all documents necessary to carry out the intent of this Resolution and the terms of the IGA.

SECTION 3. Resolution 2026-2523 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 8th day of June, 2026.

\_\_\_\_\_  
Joe Pizzillo, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jasmine Pernicano, City Clerk

\_\_\_\_\_  
Roric Massey, City Attorney

## EXHIBIT A

ADOT CAR No.: IGA 25-0011437-I  
AG Contract No.: P0012026000191  
Project Location/Name: Bullard Wash  
Trail Crossing and I-10  
Type of Work: Design, Construct, and  
Maintain Shared Use Pathway  
Federal-aid No.: NA  
ADOT Project No.: MAINTAGR  
TIP/STIP No.: NA  
Budget Source Item No.: NA

### INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF GOODYEAR

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

#### **I. RECITALS**

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The Local Agency will design, advertise, award, administer, construct and maintain a shared use pathway with landscaping along the Bullard Wash Trail Crossing under Interstate 10 (I-10) within State right of way, (the "Project"). The City will be responsible for the operation and maintenance of the Project and surrounding area as shown in Exhibit A, (the "Project Area"). The Local Agency will obtain a permit from the State to complete the Project and be responsible for actual costs, operations, and maintenance of the Project. Maintenance responsibilities will be defined in the Scope of Work section of this Agreement and shown in Exhibit A.
4. The foregoing Recitals and Exhibits shall be incorporated into this Agreement.

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

---

**II. SCOPE OF WORK**

1. The Parties agree:
  - a. To perform their responsibilities consistent with this Agreement; any change or modification to the Local Agency's Project will only occur with the mutual written consent of both Parties.
  - b. The Local Agency will be responsible for any and all Project costs.
  - c. Any future modifications within the Project Area required for transportation purposes and resulting in the removal or alteration of the Project will have precedence over the Project and there will be no compensation owed to the Local Agency.
2. The State will:
  - a. Review the design plans, specifications and other such documents and services required for the construction of the Project within the State's right of way and provide comments to the Local Agency as appropriate.
  - b. Issue, in accordance with the established procedures of the State's Central District Permit Office, a permit for the initial construction of the Project, separate permits for related pre-construction activities (such as pot-holing, utility work, survey, etc.), and a permit on a yearly basis for routine maintenance and emergency work. Routine maintenance and emergency work will be defined within the permit. Permits will be issued when appropriate insurance documents are provided as required by ADOT Risk Management.
  - c. Access the Project Area as required to conduct State maintenance operations on ADOT infrastructure. When major maintenance operations on ADOT infrastructure occur that will impact the Project, communicate with the Local Agency to ensure adequate safety precautions are taken prior to closing of the Project Area.
  - d. Not be responsible for any damage to the Project, including the pathway, concrete curb, landscape, existing wire mesh fence, new wire mesh fences, new expanded metal fence, and gates if directly adjacent to the pathway, resulting from the State conducting its maintenance operations on ADOT infrastructure.
  - e. Coordinate with the Local Agency throughout the construction phase of the Project for the State's inspection of the Project.
  - f. Not be obligated to maintain those areas identified as the Local Agency's responsibility in Exhibit A.

## 3. The Local Agency will:

- a. Prepare and provide the design documents required for construction of the Project and incorporate comments from the State as appropriate.
- b. Not proceed with construction of the Project until ADOT has concurred with the location and reviewed and approved final design.
- c. Submit an encroachment permit application with all required documentation to the State's Central District Permit Office for the initial construction of the Project, separate encroachment permit applications for related pre-construction activities as needed, and an encroachment permit application for routine maintenance and emergency work. Provide appropriate insurance with each encroachment permit once, then annually for the maintenance and emergency work to keep that permit valid. Notify the State's Central District Permit Office of any emergency maintenance work affecting the State right of way. Submit an encroachment permit application for any new construction or installation.
- d. Maintain and follow requirements of a valid annual blanket encroachment permit for the routine/minor maintenance and emergency maintenance work provided by the City within the State's rights of way. Any new construction or installation shall require a separate encroachment permit as per the State's established procedures, which may be obtained through the State's Central District Permits Office. Notify the State's Central District Permit Office of any emergency maintenance work affecting the State right of way.
- e. Install, maintain, and operate lighting as part of the Project. Install new lighting and be responsible for all costs associated with maintenance of said lighting. Continue to maintain underdeck lighting per IGA #07-076.
- f. Be responsible for landscape maintenance within the Project Area, as shown in Exhibit A, including but not limited to, installation and maintenance of irrigation system(s), the irrigation system will be powered and have its own source of water, which will be procured at the sole expense of the Local Agency.
- g. Be responsible for all Project and maintenance costs incurred in performing and accomplishing the work as set forth under this Agreement.
- h. After final inspection and acceptance of the Project, assume ownership, operation, and maintenance responsibilities, associated with the Project as shown in Exhibit A.
- i. For the Project, within ADOT right of way, as shown in Exhibit A, serve as the first point of contact for complaints regarding the operation and maintenance of the Project.
- j. Be responsible for the maintenance of paint on the bridge piers and fascia.
- k. Be responsible for aviary and pest control measures throughout the Project.
- l. Maintain fencing and gates for access within the Project as shown on Exhibit A.

- m. Be responsible for maintenance within the Project Area including but not limited to, pedestrian facilities, fencing, graffiti abatement, litter, trash, drainage grates, gabion baskets and rip rap, erosion control, hazardous litter, debris and trash removal, weed control in both landscaped and non landscaped area, rustication of surface treatments, aesthetics, and any other features including but not limited to pedestrian crossings, raised medians, and pedestrian refuges.
- n. Coordinate with City of Goodyear Police to address homeless encampment and clean-up within the Project Area consistent with City guidelines.
- o. Be responsible for maintenance of all landscape features, including trees and shrubs, within the Project Area, in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscape and keeping maintenance access paths clear of landscape and removal of landscape features including shrubs.
- p. Address any ADA concerns and maintain the integrity of the new and existing sidewalks within the Project Area.
- q. Repair damage to pathway, fencing, landscaping, grates, or gates that are within the Project Area due to any maintenance vehicles and/or equipment accessing the area for cleanup/repairs.
- r. Be responsible for and maintain all signage, and other devices as placed in conjunction with the Project.
- s. Provide access for ADOT's operation and maintenance of ADOT infrastructure.
- t. Comply with the latest edition Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration (FHWA) and adopted by ADOT, as per A.R.S. § 28-641, when performing any work under this Agreement. Traffic Control plans will be processed through the State's Central District Permits Office.

### **III. MISCELLANEOUS PROVISIONS**

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.
4. Cancellation. This Agreement may be canceled at any time, so long as the canceling Party provides at least 30 days' written notice to the other Party. It is understood and agreed that,

in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.
7. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.
8. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
9. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
10. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
11. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

12. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
13. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
14. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
15. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
16. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
17. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
18. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

**For Agreement Administration:**

Arizona Department of Transportation  
 Joint Project Agreement Group  
 205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
 Phoenix, AZ 85007  
[JPABranch@azdot.gov](mailto:JPABranch@azdot.gov)

City of Goodyear  
 City Manager  
 1900 N. Civic Square  
 Goodyear, AZ 85395  
 623.932.3910

**For Project Administration:**

Arizona Department of Transportation  
 Development Engineer – Central District  
 2140 W. Hilton Avenue, Mail Drop E7000  
 Phoenix, AZ 85009  
 602.712.6664

City of Goodyear  
 City Engineer  
 1900 N. Civic Square  
 Goodyear, AZ 85395  
 623.932.3910

**For Maintenance Related Issues:**

Arizona Department of Transportation  
Senior Division Administrator  
Central District  
2140 W. Hilton Avenue, Mail Drop E7000  
Phoenix, AZ 85009  
602.712.6664

City of Goodyear  
Parks & Recreation Department,  
Director  
1900 N. Civic Square  
Goodyear, AZ 85395  
623.932.3910

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

**Remainder of this page is intentionally left blank.**

**(Signatures begin on the next page)**

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

**CITY OF GOODYEAR**

By \_\_\_\_\_ Date \_\_\_\_\_  
**JOE PIZZILLO**  
Mayor

ATTEST:

By \_\_\_\_\_ Date \_\_\_\_\_  
**JASMINE PERNICANO**  
City Clerk

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

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

By \_\_\_\_\_ Date \_\_\_\_\_  
City Attorney

**ARIZONA DEPARTMENT OF TRANSPORTATION**

By \_\_\_\_\_ Date \_\_\_\_\_

**MATT MOUL, PE**

Project Delivery and Operations

Division Director

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

By \_\_\_\_\_ Date \_\_\_\_\_

Assistant Attorney General

Existing ADOT ROW

Existing Fence to Remain

Existing Gate to Remain

Existing ADOT Chain Link Fencing along Bullard Wash Pathway Frontage to be maintained by City of Goodyear

Existing ADOT ROW

Proposed Multi-Use Pathway

Existing Storm Drain Flared End Section to Remain

Existing Fence to Remain

Existing ADOT Chain Link Fencing along Bullard Wash Pathway Frontage to be maintained by City of Goodyear

Existing Gate to Remain

Existing Fence to Remain

Existing ADOT ROW

QUARTER SECTION

INTERSTATE 10

GRAPHIC SCALE IN FEET

0 15 30 60

SCALE (H): 1"=30'

NORTH

|                                                                                     |                                                                                                                                                       |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | Multi-Use Concrete Pathway to be Maintained by City of Goodyear.                                                                                      |
|  | ADOT R.O.W. with Multi-Use Concrete Pathway. City of Goodyear to maintain.                                                                            |
|  | ADOT Perimeter Chain Link Fencing along Bullard Wash Pathway project frontage to be maintained by City of Goodyear - Limits shown in red dashed line. |

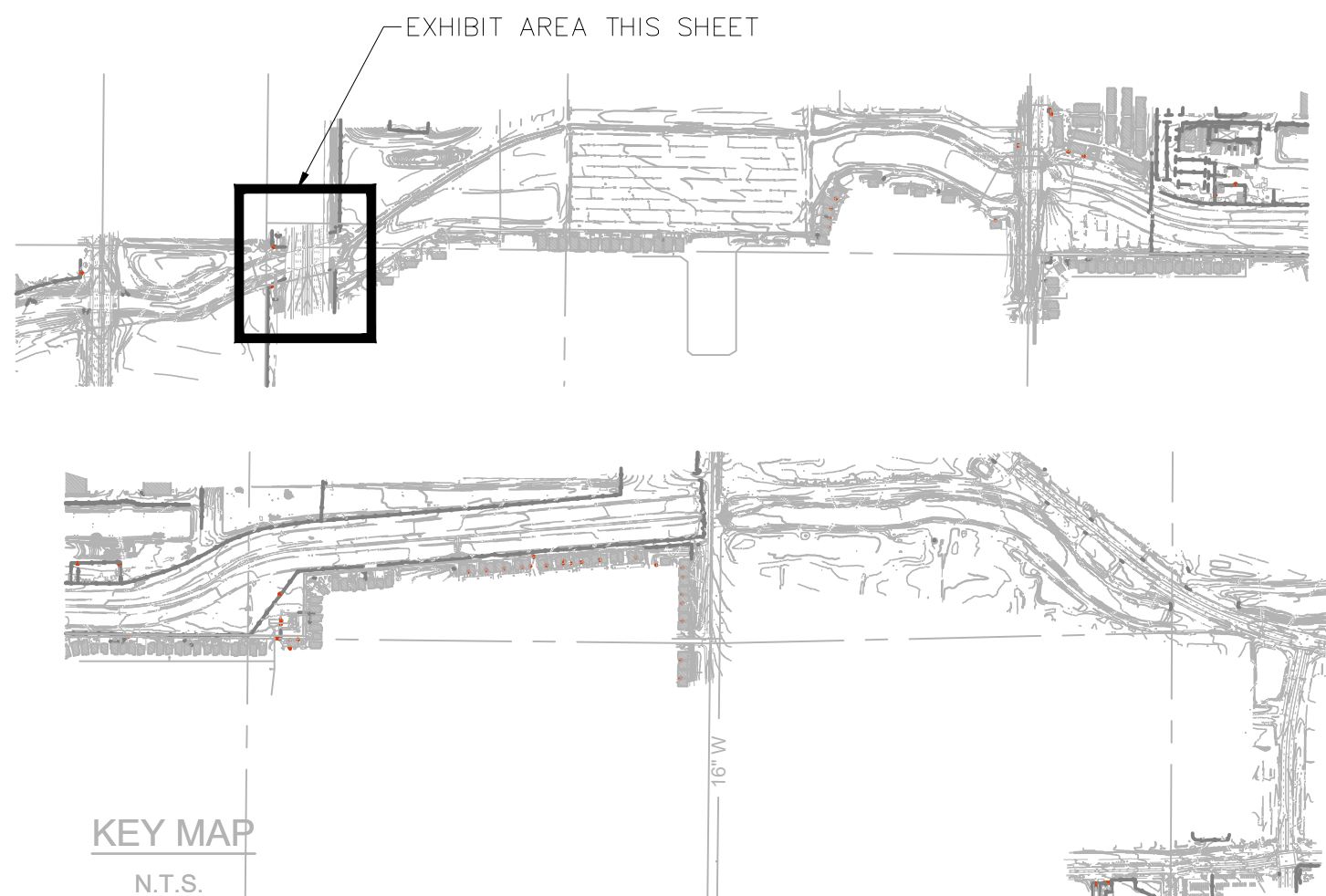
Note: All Existing ADOT Fencing and Gates to Remain in Place. All Existing Bridge Walls to Remain in Place.



LOOKING EAST FROM MCDOWELL ROAD AT I-10 BRIDGE  
CITY OF GOODYEAR TO MAINTAIN PAINT ON COLUMNS AND ALL SURFACES.  
CITY OF GOODYEAR TO MAINTAIN GABION RIPRAP BASKETS ON SIDE SLOPES UNDER BRIDGE  
DECK AND DRAINAGE GRATES, TRASH, DEBRIS, WEEDS, BIRD DROPPINGS, LIGHTING, AND TO  
REMOVE HOMELESS ENCAMPMENTS.



LOOKING EAST FROM MCDOWELL ROAD AT I-10 BRIDGE  
CITY OF GOODYEAR TO MAINTAIN PAINT ON COLUMNS AND ALL SURFACES  
CITY OF GOODYEAR TO MAINTAIN GABION RIPRAP BASKETS ON SIDE SLOPES UNDER BRIDGE  
DECK AND DRAINAGE GRATES, TRASH, DEBRIS, WEEDS, BIRD DROPPINGS, LIGHTING, AND TO  
REMOVE HOMELESS ENCAMPMENTS.



|                                                                                   |  |                                                                                                                                                             |  |                                                                                                                                            |  |                                                               |  |
|-----------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------|--|
| <p><b>BULLARD WASH</b></p> <p><b>EXHIBIT</b></p> <p><b>GOODYEAR, AZ 85395</b></p> |  | <p><b>Kimley»»Horn</b></p> <p>© 2026 KIMLEY-HORN AND ASSOCIATES, INC.<br/> 7740 North 16th Street, Suite 300<br/> Phoenix, Arizona 85020 (602) 944-5500</p> |  | <p>SCALE (H): 1"=20'</p> <p>SCALE (V): N/A</p> <p>DESIGNED BY: AKM</p> <p>DRAWN BY: AKM</p> <p>CHECKED BY: MAP</p> <p>DATE: 04/02/2026</p> |  | <p>NO.</p> <p>REVISION</p> <p>BY</p> <p>DATE</p> <p>APPR.</p> |  |
| <p><b>PRELIMINARY</b></p> <p><b>NOT FOR</b></p> <p><b>CONSTRUCTION</b></p>        |  | <p>PROJECT NO.<br/>191376039</p>                                                                                                                            |  | <p><b>EX1.0</b></p>                                                                                                                        |  | <p>OF XX</p>                                                  |  |

ITEM #: 5.  
DATE: 06/08/2026  
AI #:3344



## CITY COUNCIL ACTION REPORT

**SUBJECT: RESOLUTION AUTHORIZING THE LICENSE AGREEMENT WITH ZAYO GROUP 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 Zayo Group, 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 of three additional five-year renewal terms.

### STRATEGIC PLAN ALIGNMENT



Fiscal Resource  
Management



Economic  
Vitality

### RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2524 AUTHORIZING THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH ZAYO GROUP, A DELAWARE LIMITED LIABILITY COMPANY AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND OR CONDUIT. (Philip Cochran, Assistant City Attorney)

### FISCAL IMPACT

Zayo Group (Zayo), under the license agreement, 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 of \$2,500.00. Zayo is responsible for all costs related to the construction, installation, operation, and maintenance of the fiber network within the right of-way. Additionally, Zayo 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, Zayo is required to pay an annual fee of \$0.89 per linear foot of trench within the right-of-way where Zayo installs copper, fiber optic, or other cable conductors and/or conduit that carry interstate traffic, licensed fiber or conduit and/or dark fiber. The total annual fee payment to the city, based on the linear feet of trench,

shall not exceed five percent (5%) of Zayo's gross revenues attributed to the fiber optic network within the city's right-of-way. Additionally, Zayo must pay an annual fee of \$1,000.00 to cover the city's administration and monitoring costs during any year an application fee is not paid. The issuance of the license agreement does not require any city expenditure.

## **BACKGROUND AND PREVIOUS ACTIONS**

Zayo previously entered into a license agreement with the City in 2019. Under the previous agreement Zayo has installed a fiber network within the city right-of-way with connection locations distributed throughout the city limits.

## **STAFF ANALYSIS**

This fiber license agreement will allow Zayo to operate and maintain the installed fiber optic network and to add additional fiber and/or conduit within the city's rights-of-way. The locations of the previously installed network have been provided to the city and future locations are allowed throughout the city limits of Goodyear. The license will continue to allow access to the necessary rights-of-way to enable the required permitting and inspections for installation, operation and maintenance of the network. Zayo 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 use. The total cost of the fiber and/or conduit will be borne by Zayo and the city will credit those expenses towards the annual fee associated with the amount of trench in the right-of-way where Zayo installs copper, fiber optic, or other cable conductors and/or conduit that carry interstate traffic, licensed fiber or conduit and/or dark fiber. 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. 2026-2524 with Exhibit A is included as Attachment A.

---

## **Attachments**

Attachment A - Resolution No. 2026-2524 with Exhibit

## **RESOLUTION NO. 2026-2524**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT WITH ZAYO GROUP, A DELAWARE LIMITED LIABILITY COMPANY AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND OR CONDUIT.

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;

WHEREAS, Zayo Group, 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 Zayo Group 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 Zayo Group, 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 and those agreements associated with the in-kind exchange of fiber optic cable and/or conduit in lieu of the payment of the annual license fee.

SECTION 4. Resolution 2026-2524 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 8th day of June, 2026.

\_\_\_\_\_  
Joe Pizzillo, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jasmine Pernicano, City Clerk

\_\_\_\_\_  
Roric Massey, City Attorney

Exhibit A  
License Agreement

## **FIBER OPTICS TELECOMMUNICATIONS RIGHT-OF-WAY LICENSE AGREEMENT**

AGREEMENT (the "Agreement") is made and effective this \_\_\_\_\_ calendar day of \_\_\_\_\_, 2026, by and between the City of Goodyear, an Arizona municipal corporation ("Licensor"), and Zayo Group, a Delaware limited liability company ("Licensee").

### **RECITALS**

- A. Licensor owns or has rights to public street and alley rights-of-way and public utility easements within the boundaries of the City of Goodyear that are designated for use by public utility companies for installation, operation, and repair of water, electrical, and other public utilities pursuant to franchises, licenses or other agreements between companies and Licensor, the area is limited to the public street and alley rights-of-way and public utility easements that are either owned by Licensor or which Licensor has rights to use, collectively, the RIGHT-OF-WAY ("ROW").
- B. For purposes of this License, "Fiber Optics Communication System" means a network of fiber optic cables and all related equipment including conduit, carrier pipe, cable fibers, repeaters, power sources and other attachments and appurtenances necessary for fiber optics communication but which is excluded from the definitions of Telecommunications and Telecommunications Services as defined in ARS 9-581. "Telecommunications" does not include commercial mobile radio services, pay phone services, interstate services, cable services or the sale or leasing of fiber optic cables that have not been connected to transmission equipment or otherwise part of a Fiber Optic Network ("Dark Fiber") for transmission purposes.
- C. For the purposes of this License "Fiber Optics Communication System" does not include one-way transmissions directly to customers, users or subscribers of video programming or other programming services or subscriber interaction, if any, which is required for the selection of or response to video programming or other programming services. For purposes of the foregoing, the term "video programming" means programming provided by or generally considered comparable to programming provided by a television broadcast station. The term "other programming services" means information that a cable television system operator makes available to all subscribers generally.
- D. Licensee desires to install and operate a Fiber Optics Communication System consisting of telecommunications fiber optic lines and related support equipment (the "Plant") under and in a portion of the ROW subject to the requirements of this Agreement and Chapter 22, Goodyear City Ordinance. Licensee shall be permitted to install the Plant in the ROW only after Licensee has received all necessary

permits and approvals from Licensor to install the Plant within those specific portions of the ROW as permitted by Licensor. Licensor may grant, with conditions, or deny such approval in its sole discretion. Those portions of the ROW where Licensee has received permission and permits from Licensor to install the Plant are the "Use Areas".

- E. Licensor desires to grant to Licensee a nonexclusive license to install, maintain, operate, upgrade and repair the Plant (the "Permitted Uses") subject to the requirements of this Agreement.
- F. Licensor and Licensee desire to provide a method whereby additional portions of the ROW can be added to this Agreement (the "New Use Areas"). Licensee may expand its Plant within the Licensor's ROW by obtaining a permit from Licensor and upon Licensor's approval of plans. Licensor may grant, with conditions, or deny such approval in its sole discretion. Any expansion of the Plant approved by Licensor shall be subject to all terms and conditions of this Agreement and the conditions, if any, imposed by Licensor.
- G. Various laws (the "Telecommunications Laws") authorize Licensor to regulate its streets, alleys, and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation and maintenance of telecommunications systems. The Telecommunications Laws include, without limitation, the following:
  - 1) The Goodyear City Charter.
  - 2) The Goodyear City Code.
  - 3) The Constitution of the State of Arizona.
  - 4) Other applicable federal, state and local laws, codes, rules and regulations.
  - 5) Licensor's police powers, its authority over public rights-of-way, and its other governmental powers and authority.
- H. Pursuant to the Telecommunications Laws, Licensee has obtained from the Arizona Corporation Commission a Certificate of Convenience and Necessity (CC&N) Decision No. 72561 dated August 24, 2011 (the "Certificate").
- I. There may be portions of the ROW (the "Third Party Areas") upon which the Plant may not be built without permission (the "Third Party Permission") from one or more third parties (the "Third Parties"). The Third-Party Areas are areas such as canal crossings or other areas that for any reason have limited ROW dedications or that have regulatory use restrictions imposed by a Third Party.

- J. The Licensor retains the right to adopt, from time to time, in addition to the provisions contained in this Agreement, such charter provisions, ordinances and rules, and regulations as may be deemed necessary by the Licensor to protect and promote the property, health, safety and welfare of the Licensor's inhabitants. Licensee shall be subject to all applicable ordinances, rules, and regulations as they may apply.

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

## I. USE AREAS

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

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

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

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

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

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

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

1.3.1.3 Within sixty (60) calendar days after receiving such a notice, Licensor shall inform Licensee whether Licensor

approves the proposed New Use Areas.

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

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

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

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

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

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

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

1.8.1 Competing Users. Water/waste/storm pipes, pavement, fiber, telephony, electric lines, cable, and other facilities may all be located within the same Segment of ROW with portions of the Plant. Licensee accepts the risk that Licensor and others (the "Competing Users") may now or in the future install their facilities in the Use Areas in locations that make parts of the ROW unavailable for Licensee's use. The

Competing Users include without limitation Licensor, the State of Arizona and its political subdivisions, the public, and all manner of utility companies and other existing or future users of the Use Areas.

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

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

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

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

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

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

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

1.8.5 Use Priorities. This Agreement does not grant to Licensee or establish for Licensee any exclusive rights or priority in favor of Licensee to use the Use Areas. Licensee's use of the Use Areas shall

be subordinate to all Competing Activities. Licensee shall not obstruct, impede, disrupt or interfere with or prevent any Competing User from using the Use Areas.

1.8.6 Regulation. Licensor shall have full authority to regulate use of the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and to require Licensee to cooperate and participate in implementing such resolutions. Without limitation, Licensor may take any or all of the following into account in regulating use of the Use Areas:

1.8.6.1 All timing, public, operational, financial, and other factors affecting existing and future proposals, needs, and plans for Competing Activities.

1.8.6.2 All other factors Licensor may consider relevant, whether or not mentioned in this Agreement.

1.8.6.3 Differing regulatory regimes or laws applicable to claimed rights, public benefits, community needs and all other factors relating to Competing Users and Competing Activities.

1.8.7 Plant Relocation. Upon Licensor's written request, Licensee shall temporarily or permanently relocate or otherwise modify the Plant (the "Relocation Work") as follows:

1.8.7.1 Licensee shall perform the Relocation Work at its own expense when required by Licensor's city manager or designee.

1.8.7.2 The Relocation Work includes all work determined by Licensor to be necessary to accommodate Competing Activities, including without limitation temporarily or permanently removing, protecting, supporting, disconnecting or relocating any portion of the Plant.

1.8.7.3 Licensor may remove any portion of the Plant from the ROW and/or perform any of the Relocation Work if any of the Relocation Work has not begun on or before the day that is sixty (60) calendar days after Licensee has received written notice from Licensor. Licensee shall reimburse Licensor for its actual costs (including administration) in removing the Plant or performing any of the Relocation Work.

1.8.7.4 Licensors 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 Licensors and Licensee. Licensee shall reimburse Licensors for its actual costs (including administration) associated with removing the Plant and/or performing any Relocation Work that Licensors performs.

1.8.7.5 If, pursuant to sections 1.8.7.3-1.8.7.4, Licensors removes any portion of the Plant due to a city project undertaken by Licensors, and/or the agents, contractors or employees of Licensors, 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 Licensors until the city project is completed or unless otherwise agreed to in writing by both Licensors and Licensee.

1.8.7.6 Licensors has no obligation to move Licensee's, Licensors'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 Licensors, 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 Licensors removing Licensee's facilities and/or performing any Relocation Work— except to the extent of Licensors's gross negligence or willful misconduct.

1.8.7.7 Licensors and not Licensee shall be entitled to use any of Licensee's facilities that are abandoned in place or that are not timely relocated.

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

1.8.7.9 Licensee's relocation obligations hereunder are not intended to create any legal rights in any third party. Without limitation, no third party shall be a third-party beneficiary of such obligations, and, therefore, any and all obligations third parties may have to bear the cost of relocating Licensee's facilities in connection with Competing Activities shall not be

diminished by Licensee's relocation obligations hereunder.

1.8.8 Disruption by Competing Users. Neither Licensor nor any agent, contractor or employee of Licensor shall be liable to Licensee, its customers or third parties for any service disruption or for any other harm caused them or the Plant due to Competing Users or Competing Activities— except to the extent of Licensor's gross negligence or willful misconduct.

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. In accordance with and subject to all applicable laws, 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 – except to the extent of Licensor's gross negligence or willful misconduct. 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 and shall be based on Licensor's costs associated with administering the extension of this Agreement. The Extension Application Fee shall be paid on or before the day that is thirty (30) calendar days prior to the end of the original term (or, in the case of the second or subsequent extension, the prior extension).

2.3 Agreement Accepted. By accepting this Agreement, Licensee covenants and agrees to perform and be bound by each and all of the terms and conditions imposed 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 Licensors as follows:

3.1 Fee Payment Items. Licensee shall pay to Licensors each of the following separate and cumulative amounts (collectively the "Fee Payment"):

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

3.1.2 An amount (the "Annual Fee Payment") based on Licensors's administration of this Agreement and Licensee's use of the ROW to install the Plant.

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

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

3.1.5 An amount (the "New Use Area Payment") based on Licensee's use of the ROW to install the Plant that is made at the time Licensors issues permits for construction within the ROW and which New Use Areas were not previously included within the Annual Fee Payment.

3.1.6 All other amounts required by this Agreement.

3.2 Annual Fee Payment Amount.

3.2.1 Licensee shall pay to Licensors, as the Annual Fee Payment:

3.2.1.1 One thousand dollars (\$1,000.00) in any year an Application Fee or an Extension Application Fee is not paid for the costs related to the administration of this agreement.

3.2.1.2 Licensee shall pay to Licensors, as the Annual Fee Payment eighty-nine cents (\$.89) per linear foot of trench in the ROW where Licensee installs copper, fiber optic or other cable conductor and/or conduit that (i) carry interstate traffic between and among Licensee's interstate points of presence, exclusive of the facilities used by the local network and the portion of the interstate network that carries intrastate calls, (ii) empty conduit that is leased and/or licensed, (iii) Dark Fiber that is leased and/or licensed, and (iv) any other uses other than those conforming to the definition of Telecommunication Services in A.R.S. §9-581, provided that in no event shall multiple Annual Fee Payments be due for any given linear foot of trench containing a mix of the foregoing. Notwithstanding the above the total amount paid by Licensee to Licensors per linear foot of trench in the ROW shall not exceed an amount equal to five percent (5%) of Licensee's gross revenues, as defined below,

for the one (1) year period prior to the Annual Fee Payment due date. Unless or until Licensee has such paying customers and what are deemed gross revenues under this Agreement, Licensee shall pay the eighty-nine cents (\$.89) per linear foot of trench in the ROW in full without any cap.

3.2.1.3 Gross revenues means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half per cent annually, that is received directly or indirectly by the Licensee, its affiliates, subsidiaries or parent or any person, firm or corporation in which the Licensee has a financial interest or that has a financial interest in Licensee and that is derived from the services that utilize the Plant and are provided within the Use Areas. Gross revenues include all revenue from charges for services to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive services that utilize the Plant and are provided within the Use Areas, and any other receipts from subscribers derived from operating the Plant, including receipts from forfeited deposits, sale or rental of equipment, late charges, interest and sale of program guides. Gross revenues do not include any revenue subject to a transaction privilege tax of the licensing authority. Gross revenues also include all income Licensee receives from the lease of the Plant located in the ROW, unless services that the Lessee provides are subject to a transaction privilege tax by Licensor. Gross revenues do not include revenues from fees, taxes, or other fees or charges that the Licensee collects and pays to any governmental authority, any increase in the value of any stock, security or asset, or any dividends or other distributions made in respect of any stock or securities.

3.2.1.4 If at any time Licensee cannot demonstrate and warrant to Licensor that any portion of the Plant conforms to the definition "Telecommunications Services" as defined in A.R.S. §9-581 and Licensee is exempt from any fee then that portion of the Plant shall be subject to the Annual Fee Payment described above. Licensee acknowledges and agrees that any portion of the Plant not subject to the Annual Fee Payment is subject to Licensor's Transaction Privilege Tax and shall be paid in accordance with applicable tax laws. Telecommunications Services does not include commercial mobile radio services, pay phone services, interstate services, cable services, information services, the sale or leasing of Dark Fiber for transmission purposes, or the sale or leasing of 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, subject to Section 3.12 below.

3.3 Appropriate Taxes. Licensee shall be responsible for any applicable taxes associated with this Agreement.

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

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

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

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

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

3.7.2 If Licensee has already installed any portion of the Plant prior to entering this Agreement Licensee shall pay the first Annual Fee Payment on or before the day that is thirty (30) calendar days after the date of this Agreement. Each calendar year thereafter, Licensee shall pay the Annual Fee Payment on or before the day that is thirty (30) calendar days

before the anniversary date of this Agreement. The Annual Fee Payment shall be made simultaneously with the submission of the fiber route map, as required in this Agreement, and shall clearly state the total linear feet of trench in the ROW as of the anniversary date of this Agreement.

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

3.7.4 If Licensee desires to expand the Plant to New Use Areas, Licensee shall pay the New Use Area Payment on or before the day that is thirty (30) calendar days after the date Licensor issues any permit for construction within the ROW based on Licensee's expanded use of the ROW to install the Plant. The New Use Area Payment shall be made simultaneously with the submission of an updated fiber route map, as required in this Agreement, and shall clearly state the total linear feet of trench in the ROW.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

obligations.

3.11 New Use Area Payment. If Licensee requests to add New Use Areas at any time after Licensee pays the Annual Fee Payment, and the New Use Areas were not included within the calculation of the Annual Fee Payment, then Licensee shall pay Licensor, prior to or simultaneously with Licensor's issuance to Licensee of a permit to install Licensee's Improvements within the ROW, eighty-nine cents (\$.89) per linear foot of trench permitted to be constructed or installed within the ROW, prorated based on the number of months the New Use Areas will actually contain any installed Plant during the current calendar year used to calculate such already paid Annual Fee Payment. Thereafter for subsequent Annual Fee Payments, the New Use Areas shall be included within the Use Areas. Under certain circumstances the New Use Area Payment may be offset by fair in-kind exchanges of fiber, conduit, and/or joint trenching for Licensor's exclusive use as outlined within this Agreement.

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

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

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

3.13.2 The value of the construction, permitting and installation costs of fiber strands, cable, conduit and/or joint trenching for Licensor's exclusive use (the "City Fiber") that is constructed and installed by Licensee may be credited against the Annual Fee Payment paid by Licensee to Licensor. -

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

3.13.4 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

Licensors, provided that Licensors shall have an indefeasible right of use in the City Fiber and set forth the financial terms and other responsibilities of the parties (including but not limited to the value of the City Fiber and the amounts that may be credited towards Licensee's Annual Fee Payments, as well as the value and any future credit amounts regarding ongoing operational costs such as utility locating, maintenance/repairs/splicing, and future relocations).

#### **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 Licensors may give or retract written consent from time to time. Such additional uses may only be conducted following Licensors's giving to Licensee written notice of such consent. Licensors may terminate or impose conditions and limitations on such consent from time-to-time in Licensors'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 Licensors 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 Licensors within forty-five (45) calendar days of the name of the provider, location and length of the fiber or conduit route sold or transferred.

4.2.2 Within thirty (30) calendar days after a notice of request by Licensors, such notice to be given not more often than once in any twelve (12) month period, Licensee shall deliver to Licensors a notice describing the User Contracts in which a third-party may enter upon

the ROW and perform any construction, maintenance, repair or other work of any kind in the ROW.

4.2.2.1 The name of the third party.

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

4.2.2.3 The route of the proposed service.

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

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

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

4.3.1 The following are Regulated Activities:

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

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

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

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

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

4.3.5 Without limiting the other amendment or waiver provisions of this Agreement, no change to or waiver of this Agreement's provisions regarding Regulated Activities is effective without a formal amendment to this Agreement executed by Licensor after approval by Licensor's city council. Licensor has not promised any such amendment or waiver. This

Agreement does not prohibit the parties from entering into other agreements regarding the Plant, should both parties desire to do so in their sole and absolute discretion.

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

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

4.4.2 Signs Covered. This paragraph shall apply to all signs, designs, monuments, decals, graphics, posters, banners, markings, and other manner of signage.

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

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

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

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

4.7.1 State of Arizona

4.7.2 Maricopa County

4.7.3 Bureau of Reclamation

4.7.4 Central Arizona Water Conservation District

#### 4.7.5 Salt River Project

4.8 Licensee's Agent. Licensee shall at all times retain on call available to Licensors 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 Licensors of the name, street address, electronic mail address, and regular and after-hours telephone numbers of a person to handle Licensee's affairs and emergencies at the ROW. Any change shall be given in writing in the manner stated for notices under this Agreement.

4.9 Coordination Meetings. Licensee shall meet with Licensors and other ROW users from time to time as requested by Licensors to coordinate and plan construction on the ROW and all matters affected by this Agreement. Licensors may require Licensee to coordinate construction with third-parties or other ROW users in order to install the Plant, provided that such coordination does not cause substantial and detrimental delays to Licensee's installation.

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

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

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

4.10.1.2 Electric backup batteries.

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

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

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

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

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

4.10.5.1 Participate in the Toxic Material coming to the ROW.

4.10.5.2 Fail to immediately report the Toxic Material to Licensor.

4.10.5.3 Participate in spreading or otherwise disturbing the Toxic Material.

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

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

4.10.7 Within six (6) hours after any violation by Licensee of this

Agreement pertaining to Toxic Substances, Licensee shall give Licensor notice reporting such violation.

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

4.12 Access by Others. Licensee shall cause to comply with this Agreement all persons accessing the ROW through or under Licensee or this Agreement. Licensee is responsible for any violations of this Agreement by persons physically accessing the ROW through or under Licensee or this Agreement.

## **V. IMPROVEMENTS BY LICENSOR**

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

## **VI. LICENSEE'S IMPROVEMENTS GENERALLY**

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

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

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

6.1.2 Licensor shall not be required to execute any non-disclosure agreements

or any other agreement to receive any route maps.

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

6.2 Abandonment of ROW and Easements. From time-to-time the ROW and public utility easements within the boundaries of the City of Goodyear will decrease due to abandonments. Prior to Licensor abandoning any portion of the ROW or public utility easements it is necessary to obtain utility clearance letters to ensure no infrastructure has been installed within any portion of the ROW or public utility easement that is to be abandoned. After Licensor notifies Licensee of potential abandonments of the ROW and/or public utility easements, Licensee shall respond to Licensor within fifteen (15) calendar days and clearly state if the Plant or any portions thereof are located within the ROW and/or the public utility easement that is to be abandoned. If Licensee notifies Licensor that any portion of the ROW or public utility easement that is to be abandoned contains the Plant, then such planned abandonment shall be suspended pending a resolution by Licensor. If Licensor has not received any response from the Licensee within fifteen (15) calendar days after Licensor has notified Licensee of any potential abandonment of the ROW, Licensor shall have the right to abandon said portion of the ROW and neither Licensor nor any agent, contractor or employee of Licensor shall be liable to Licensee, its customers or third parties for any costs, service disruption or for any other harm caused them or the Plant due to Licensor's 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 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 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 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 of Licensor's gross negligence or willful misconduct.

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 Licensors. In no event, including without limitation termination of this Agreement for any reason, shall Licensors be obligated to compensate Licensee in any manner for any of Licensee's Improvements or other work provided by Licensee during or related to this Agreement. Licensee shall pay, protect, indemnify, defend and hold harmless Licensors and Licensors'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 Licensors 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 Licensors's standards, as reasonably determined by Licensors 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 Licensors's property or facilities, including but not limited to, water or wastewater/sewer lines, Licensee shall immediately report such damage to Licensors.

6.10.2 If Licensee causes damage to a third party's property or facilities Licensee shall immediately report such damage to Licensors 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. Subject to and in accordance with all applicable laws, 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 of Licensor's gross negligence or willful misconduct.

6.13 Coordination with Permit Process. Licensee shall perform no

construction work in the Use Areas without obtaining through normal processes from Licensor all necessary or required permits that give Licensee permission to work in the ROW. Licensee shall not alter or perform any work to Licensor's improvements without first obtaining through normal processes from Licensor a permit giving permission to alter Licensor's improvements. Licensee shall not obstruct traffic without obtaining through normal processes from Licensor a permit granting permission to obstruct traffic.

6.14 Disturbance of Toxic Substances. Prior to undertaking any construction or other significant work, Licensee shall cause the Use Areas to be visually inspected for any signs of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Licensee shall cause the contractor or other person performing such work to give to Licensor notice by the method described in this Agreement to the effect that the person will inspect for such materials, will not disturb such materials, and will indemnify, defend and hold Licensor harmless against any disturbance in such materials in the course of the contractor's or other person's work. Licensee shall cause any storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Licensee upon the ROW to be performed by persons, equipment, facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services. Licensee shall promptly deliver to Licensor copies of all reports or other information regarding Toxic Substances.

6.15 Work Classifications. All Licensee Improvements and other construction, repair, maintenance and other work (collectively "Work") shall be divided into three categories ("Heavy Work", "Medium Work" and "Light Work"):

6.15.1 Heavy Work is any work that involves any of the following:

6.15.1.1 Complete blockage of a sidewalk or trail.

6.15.1.2 Any Work or construction signage closer to the center of a street than the edge of pavement or back of curb.

6.15.1.3 Any Work that involves workers or equipment within thirty (30) feet of an intersection measured from the closest edge of pavement or back of curb.

6.15.1.4 Any Work that does or is projected to take more than seven (7) calendar days to complete.

6.15.1.5 Any Work that involves excavating more than five (5) cubic yards of dirt, digging more than three hundred (300) feet of trench, or any boring.

6.15.1.6 Any Work that involves any traffic breaks, diversions or interruptions, any temporary or permanent alteration of traffic signals or signs or other traffic control devices, or any rerouting of any traffic.

6.15.2 Medium Work is all Work that is not Heavy Work but involves workers or equipment being used or located within ten (10) feet of any portion of any public street ROW designated for vehicular travel, within one hundred (100) feet of the nearest part of any intersection measured from the closest edge of pavement or back of curb, or upon or interfering in any way with any sidewalk, path or trail.

6.15.3 Light work is Work that is not Medium Work or Heavy Work.

6.16 Street Classifications. All ROW shall be divided into three categories ("Critical Streets", "Large Streets", and "Small Streets") as follows:

6.16.1 Critical Streets are all of the Litchfield Road, Estrella Parkway, Van Buren St, and McDowell Road ROW and all ROW within one hundred feet (100') of the ROW of any of these roads. Critical Streets are only the streets named in this paragraph and do not include other streets encircled by or near the Critical Streets.

6.16.2 Large Streets are all streets shown on Goodyear's General Plan as Major Arterials, Minor Arterials or Collectors.

6.16.3 Small Streets are all Route ROW that is not Critical Streets or Large Streets.

6.17 Light Work Restrictions. Unless expressly agreed to by Licensor, on a case-by-case basis, all Light Work shall comply with the following:

6.17.1 Licensee shall obtain all permits.

6.17.2 Licensee shall not perform Light Work to Critical Streets during the hours of 7 a.m. to 9 a.m. or 4 p.m. to 6 p.m. Monday through Friday (collectively "Rush Hours").

6.18 Medium Work Restrictions. Unless expressly agreed to by Licensor, on a case-by-case basis, all Medium Work shall comply with all of the restrictions applicable to Light Work and also with the following:

6.18.1 Licensee shall give Licensor ten (10) calendar days advance notice of any Medium Work.

6.18.2 Licensee shall not perform Medium Work to Critical Streets or Large Streets during Rush Hours.

6.19 Heavy Work Restrictions. Unless expressly agreed to by Licensor, on a case-by-case basis, all Heavy Work shall comply with all of the restrictions applicable to Medium Work and Light Work and also with the following:

6.19.1 Heavy Work is prohibited on Critical Streets during the period from February 1 to March 31.

6.19.2 Licensee shall follow the existing construction and traffic control permitting processes for Heavy Work.

6.19.3 Licensee's giving notice under this paragraph is not a substitute for obtaining Licensor's approval of the proposed work.

6.20 Work Restriction Waivers. Licensor's contract administrator shall have authority but not an obligation to grant written exceptions to the provisions of this Agreement that limit the calendar days or times during which Licensee may conduct Work.

## **VII. LICENSEE'S INITIAL PROJECT CONSTRUCTION**

7. Licensee's Initial Project Construction. Licensee is not required to construct any portion of the Plant by any particular deadline.

## **VIII. MAINTENANCE AND OPERATIONS**

8. Maintenance and Operations. Except as expressly provided below, Licensee shall be solely responsible for all maintenance, repair and utilities for the Plant during the term of this Agreement. Without limitation, Licensee shall perform the following:

8.1 Right of Inspection. Licensor shall be entitled to inspect all construction, reconstruction or installation work and to make such tests as it deems necessary to ensure compliance with the terms of this Agreement, the Engineering Design Standards and Policies Manual, or other Laws. All Licensor plans reviews, inspections, standards and other rights and actions with relation to Licensee's Improvements are for Licensor's sole and exclusive benefit and neither Licensee nor any other person shall rely thereon or have any rights related thereto.

8.2 Identification. All Licensee employees, contractors and subcontractors shall wear on their clothing a clearly visible identification card bearing their name and photograph and Licensee's logo or name. Licensee shall account for all Licensee issued identification cards at all times. Every service vehicle of Licensee, its contractors and its subcontractors shall be clearly identified as

such to the public. Licensee vehicles shall prominently display Licensee's name and logo. Other vehicles shall prominently display the contractor's or subcontractor's name.

8.3 Construction Notification. Unless expressly agreed to by Licensor, on a case-by-case basis, Licensee shall notify the occupant of any residence at least ten (10) calendar days prior to any work performed in front of a residential driveway or along any residential street that would otherwise impede traffic or access to a residence. In addition to providing notice to the occupant of any residence, when applicable, Licensee shall also provide notice to any homeowner's association, property association or similar management company at least ten (10) calendar days prior to any work being performed within the ROW involving street closures, trenching, or that would otherwise impede traffic or access to a residence of a residentially zoned area. Licensor may establish other requirements for Licensee to notify any occupant of any single-family or multi-family residence prior to performing work within the ROW.

8.4 Maintenance by Licensor. Licensor has no maintenance or repair obligations for the Use Areas.

8.5 Maintenance by Licensee. Licensee shall at all times repair and maintain the Plant at the Use Areas at Licensee's sole expense in a sound, clean, safe manner, meeting or exceeding standard industry practices of maintenance of comparable facilities in the southwest United States as determined in Licensor's discretion.

## **IX. BREACH BY LICENSEE**

9. Breach by Licensee. Licensee shall comply with the terms and provisions of this Agreement and shall cause all persons using the Use Areas under the authority granted Licensee by this Agreement to do the same. Licensee's failure to do so shall be a material breach by Licensee of this Agreement.

9.1 Events of Default. This entire Agreement is made upon the condition that each and every one of the following events shall be deemed an "Event of Default" by Licensee of Licensee's material obligations under this Agreement:

9.1.1 If Licensee shall be in arrears in the payment of Fee Payment due and not paid and shall not cure such arrearage within ten (10) calendar days after Licensor has notified Licensee of such arrearage.

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

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

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

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

9.1.5.1 The date such non-compliance causes any harm to Licenser.

9.1.5.2 The date sixty (60) calendar days after Licenser 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 Licenser 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 Licenser 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 Licenser has once given notice of any failure by Licensee to comply with any provision of this Agreement, the following shall constitute a repeated failure by Licensee to comply with such provision:

9.1.8.1 Three (3) failures to comply with any provision of this Agreement during any ninety (90) day period.

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

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

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

9.2 Licensor's Remedies. Upon the occurrence of any Event of Default or at any time thereafter, Licensor may, at its option and from time to time, exercise at Licensee's expense any or all or any combination of the following cumulative remedies in any order and repetitively at Licensor's option:

9.2.1 Terminate this Agreement. If Licensor terminates this Agreement, then within seven (7) calendar days of notification by Licensor, Licensee may request a hearing before the City Manager, or their designee, any decision made by the City Manager, or their designee shall be final. Termination of this Agreement due to Licensee's breach or for any other reason does not terminate Licensee's obligations arising during the time simultaneous with or prior to or the termination, and in no way terminates any of Licensee's liability related to any breach of this Agreement.

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

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

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

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

9.2.6 Insist upon Licensee's full and faithful performance under this Agreement and upon Licensee's full and timely payment of all amounts during the entire term of this Agreement.

9.2.7 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.

9.2.8 Assert, exercise or otherwise pursue at Licensee's expense any

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

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

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

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

9.3.3 Violation Fee Payment is only intended to remedy Inconvenience Costs that Licensor suffers because of Licensee's breach of the Violation Fee Provisions. Licensee's payment of Violation Fee Payment does not in any way excuse any breach by Licensee of this Agreement or limit in any way Licensor's obtaining any other legal or equitable remedy provided by this Agreement or otherwise or such breach. For example, Licensee's obligation to pay Violation Fee Payment does not in any way detract from Licensee's indemnity and insurance obligations under this Agreement, which shall apply according to their terms in addition to Licensee's obligation to pay Violation Fee Payment.

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

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

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

9.3.6.1 The amount of Six Hundred Dollars (\$600.00) per calendar day for Licensee's failure to properly restore the public ROW or to correct related violations of specifications, code, ordinance or standards within ten (10)

calendar days after Licensor's notice to correct such defects except where such curative efforts by Licensee are precluded by a force majeure event. Such Violation Fee Payment shall be in addition to any cost the Licensor may incur to restore the ROW or correct the violation.

9.3.6.2 The amount of Six Hundred Dollars (\$600.00) per calendar day for Licensee's failure to temporarily or permanently relocate or otherwise modify the Plant as requested by Licensor ninety (90) calendar days after Licensor's notice to temporarily or permanently relocate or otherwise modify the Plant except where such curative efforts by Licensee are precluded by a force majeure event or as 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 (or as otherwise specifically provided for in this Agreement, if such cure period is longer).

9.3.7 Violation Fee Payments shall be assessed as follows:

9.3.7.1 If Licensor determines that Licensee is liable for Violation Fee Payment, then Licensor shall issue to Licensee a notice of Licensor's assessing a Violation Fee Payment. The notice shall set forth the nature of the violation and the amount of the assessment. Licensee shall: (i) have ten (10) calendar days after the notice to pay the Violation Fee Payment or give Licensor notice contesting the assertion of noncompliance and (ii) If Licensee fails to respond to the notice within ten (10) calendar days, Licensee shall pay the Violation Fee

Payment. However, if the Violation Fee Payment amount exceeds Five Thousand Dollars (\$5,000), then (i) Licensee shall have thirty (30) calendar days after the notice to pay the Violation Fee Payment or give Licensors 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 Licensors 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 Licensors shall issue a final decision on whether to assess Licensee a Violation Fee Payment.

9.4 Effect of Abandonment. In addition to Licensors other rights, if Licensee abandons the Plant during the term of this Agreement, or fails to operate the Plant in accordance with its duty to provide continuous service, Licensors, at its option, may acquire ownership of the Plant; operate the Plant; designate another entity to operate the Plant temporarily until Licensee restores service under conditions acceptable to Licensors or until the license is revoked and a new Licensee selected by Licensors is providing service; or obtain an injunction requiring Licensee to continue operations. If Licensors operates or designates another entity to operate the Plant, Licensee shall reimburse Licensors or its designee for all reasonable costs and damages incurred that are in excess of the revenues from the Plant. Licensors shall give Licensee seven (7) calendar days' notice before operating or designating another entity to operate the Plant. If Licensee abandons only part of the Plant, then this paragraph shall apply to the part abandoned. A part of the Plant shall be deemed to be abandoned if Licensee fails to respond in the affirmative within sixty (60) calendar days to a written notice from Licensors requesting that Licensee confirm that Licensee is maintaining the part of the Plant and that it is available for use by Licensee's customers.

9.5 Non-waiver. Licensee acknowledges Licensee's unconditional obligation to comply with this Agreement. No failure by Licensors to demand any performance required of Licensee under this Agreement, and no acceptance by Licensors of any imperfect or partial performances under this Agreement, shall excuse such performance or impair in any way Licensors's ability to insist, prospectively and retroactively, upon full compliance with this Agreement. No acceptance by Licensors of Fee Payment payments or other performances hereunder shall be deemed a compromise or settlement of any right Licensors may have for additional, different or further payments or performances. Any waiver by Licensors of any breach of condition or covenant herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or otherwise prevent Licensors

from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill or notice by Licensor or Licensee concerning payments or other performances due hereunder, or failure by Licensor to demand any performance hereunder, shall excuse Licensee from compliance with this Agreement nor stop Licensor (or otherwise impair Licensor's ability) to at any time correct such notice and/or insist prospectively and retroactively upon full compliance with this Agreement. No waiver of any description (INCLUDING ANY WAIVER OF THIS SENTENCE OR PARAGRAPH) shall be effective against Licensor unless made in writing by a duly authorized representative of Licensor specifically identifying the particular provision being waived and specifically stating the scope of the waiver. LICENSEE EXPRESSLY DISCLAIMS AND SHALL NOT HAVE THE RIGHT TO RELY ON ANY SUPPOSED WAIVER OR OTHER CHANGE OR MODIFICATION, WHETHER BY WORD OR CONDUCT OR OTHERWISE, NOT CONFORMING TO THIS PARAGRAPH.

9.6 Reimbursement of Licensor's Expenses. Licensee shall pay to Licensor within thirty (30) calendar days after Licensor's demand any and all amounts expended or incurred by Licensor in performing Licensee's obligations after an Event of Default together with interest thereon at the rate of one and one-half percent (1.5%) per month from the date expended or incurred by Licensor.

9.7 Inspection. Licensor shall have access to all portions of the Use Areas at all times and without notice for the purpose of examining, inspecting, evaluating, planning, repairing, designing, maintaining or showing the Use Areas or exercising Licensor's other rights hereunder. Licensee shall promptly undertake appropriate action to rectify any deficiency (identified by Licensor during such inspections or otherwise) in Licensee's compliance with this Agreement. This paragraph does not limit Licensor's other rights of access to the Use Areas elsewhere in this Agreement or otherwise. This right of access is in addition to access rights for Licensor inspectors or other employees and officers acting within their legal authority.

9.8 Breach by Licensor. Notwithstanding anything in this Agreement to the contrary, if Licensor at any time is required to pay to Licensee any amount or render any performance, such amount or performance is not due until thirty (30) calendar days after notice by Licensee to Licensor that the amount has become payable or that the performance is due. In the event a cure cannot be effected during that period, Licensor shall not be in default so long as Licensor commences cure during the period and diligently prosecutes the cure to completion provided such cure must be completed within sixty (60) calendar days after the notice.

9.9 Right to Setoff and Credit. In addition to its other rights and remedies under this Agreement, Licensor shall have the right to setoff and credit from time to time and at any time, any and all amounts due from Licensee to Licensor,

whether pursuant to this Agreement or otherwise, against any sum which may be due from Licensor to Licensee pursuant to this Agreement or otherwise.

## **X. TERMINATION OR EXPIRATION**

10. Rights at Termination or Expiration. The following provisions shall apply at the expiration of the term hereof or upon any other termination of this Agreement (taking into account any extensions of this Agreement):

### 10.1 Expiration.

10.1.1 Notice of Expiration. Upon expiration of this Agreement for any reason, Licensor shall provide notice to Licensee of expiration of this Agreement.

10.1.2 Holding Over. In any circumstance whereby Licensee would remain in possession or occupancy of the Use Areas after the expiration of this Agreement, such holding over shall operate as a limited renewal or extension of this Agreement from month to month (the "Holdover Period") that may be terminated at any time by Licensor upon sixty (60) calendar days' notice to Licensee, or by Licensee upon sixty (60) calendar days' notice to Licensor

10.1.3 Surviving Obligations. Expiration of this Agreement does not terminate Licensee's obligations existing or arising prior to or simultaneous with, or attributable to, the expiration or events leading to or occurring before expiration. During any Holdover Period, Licensee shall be required to maintain all required insurance, 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. Subject to and in accordance with all applicable laws, 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. Unless the Termination of this Agreement and related abandonment of its Facilities is voluntary, Licensee shall be compensated on a fair market value basis the value of Licensee's Facilities. 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.

11.1.4 An Umbrella policy may be utilized to satisfy the required limits of liability under this section.

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

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

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

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

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

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

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

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

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

11.3.7.1 Licensee shall be solely responsible for all such

amounts.

11.3.7.2 Such amounts shall not exceed in total Five Hundred Thousand Dollars (\$500,000.00) per loss. At such times as Licensee's net worth is more than One Hundred Million Dollars (\$100,000,000.00), such limit shall be One Million and No/100 Dollars (\$1,000,000.00).

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

11.3.7.4 Licensee's obligation to reimburse an insurer after the Insurer defends and pays a claim is not a deductible, retention or "self-Insured" amount for purposes of this paragraph.

11.3.7.5 Licensee shall provide to the beneficiaries of all such amounts no less insurance protection than if such self-insured portion was fully insured by an insurance company of the quality and caliber required hereunder.

11.3.7.6 The right to self-insure is limited and specific to Licensee and does not extend to Licensee's contractors or others.

11.3.8 All required policies except workers' compensation must include Licensor and the other Additional Insureds as additional insureds. Licensee shall cause coverage for Additional Insureds to be incorporated into each insurance policy by endorsement with respect to claims arising out of Licensee's operations, activities and obligations under this Agreement – except to the extent of Licensor's gross negligence or willful misconduct.

11.3.9 All policies must require the insurer to endeavor to provide Licensor with at least thirty (30) calendar days prior notice of any cancellation.

11.3.10 All required policies shall require that notices be given to Licensor in the manner specified for notices to Licensor under this Agreement.

11.4 Insurance Certificates. Licensee shall evidence all required insurance by furnishing to Licensor certificates of insurance and endorsements upon inception of this Agreement and with each change in insurance coverage. Certificates must evidence that the policy described by the certificate is in full

force and effect and that the policy satisfies each requirement of this Agreement applicable to the policy. For example, certificates must evidence that Licensor and the other Additional Insureds are additional insureds. Certificates must be in a form acceptable to Licensor. Licensee shall provide updated certificates and endorsements at Licensor's request.

11.5 Acceptable Insurers. All insurance policies shall be issued by insurers acceptable to Licensor. At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted insurer) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of B++ 6.

11.6 No Representation of Coverage Adequacy. By requiring insurance herein, Licensor does not represent that coverage and limits will be adequate to protect Licensee. Licensor reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, Licensee's obligation to maintain the required insurance at all times.

11.7 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Licensee (and all other persons using, acting, working or claiming through or for Licensee or this Agreement (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question)) shall jointly and severally indemnify, defend and hold harmless Licensor and all other Additional Insureds for, from and against any and all claims or harm related to Licensee's use of the ROW, or the rights granted to Licensee with respect to the ROW or Licensee's exercise of its rights under this Agreement (the "Indemnity"). Except as otherwise limited by this Agreement, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of any use of the ROW or other property related to this Agreement or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement, including without limitation any injury or damages or cause of action

claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the ROW or surrounding areas related to this Agreement, including without limitation, claims, liability, harm or damages caused in part by Licensor or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence Licensee or Licensor may be liable. As a condition to Licensor's executing this Agreement, Licensee specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Licensee for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law. The Indemnity shall also include and apply to any environmental injury, personal injury or other liability relating to Licensee's use of real property under this Agreement. Notwithstanding the foregoing, the Indemnity does not apply to:

11.7.1 Claims arising only from the sole gross negligence or intentionally wrongful acts of Licensor.

11.7.2 Claims that the law prohibits from being imposed upon the indemnitor.

11.8 Risk of Loss. Licensee assumes the risk of any and all loss, damage or claims related to Licensee's use of the ROW or other property of Licensor, Licensee or third parties throughout the term hereof. Licensee shall be responsible for any and all damage to its property and equipment related to this Agreement.

11.9 Insurance to be Provided by Others. Licensee shall cause its contractors or other persons occupying, working on or about, or using the ROW pursuant to this Agreement to be covered by their own or Licensee's insurance in the amounts and coverages required by this Agreement and conforming to the other requirements of this Agreement.

## **XII. CONDEMNATION**

12. Condemnation. The following shall govern any condemnation of any part of or interest in the Use Areas and any conveyance to Licensor or another condemnor in avoidance or settlement of condemnation or a threat of condemnation:

12.1 Termination for Condemnation. This Agreement shall terminate as to the part taken on the date that is the earlier of the date title vests in the condemnor, or the date upon which the condemnor is let into possession.

12.2 Power to Condemn. Licensee acknowledges that Licensor and others from time to time may use the power to condemn the Use Areas or any interest therein or rights thereto. Licensor has not relinquished any right of

condemnation or eminent domain over the Use Areas. Licensor does not warrant that Licensor will not condemn the Use Areas during the term of this Agreement, but Licensor does not presently have 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 endeavor to 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. Subject to and in accordance with all applicable laws, Licensee shall perform all restoration work at Licensee's sole cost and expense. Upon Licensor's request, Licensee shall provide to Licensor no later than the tenth (10<sup>th</sup>) calendar day after such request a written report of the progress of the restoration work.

### **XIV. LICENSEE'S RECORDS**

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

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

14.1.1 The status of the construction, repair or restoration of Licensee Improvements, including but not limited to the total amount of linear feet of trench in the ROW where Licensee installs copper, fiber optic or other

cable conductor and/or conduit and its actual and intended uses.

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

14.2 Records Inspection. Licensee shall:

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

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

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

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

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

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

14.6 Standards for Records. Licensee shall maintain a standard, modern system of recordkeeping for the Covered Information and shall keep and maintain proper and accurate books and other repositories of information

relating to the Covered Information in accordance with generally accepted accounting principles applied 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 Licenser may terminate this Agreement.

14.8 Proprietary Information. Certain information disclosed by Licensee to Licenser 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 Licenser 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 Licenser shall only disclose those portions within the public domain. Notwithstanding any provision in this License, Licensee acknowledges and understands that Licenser 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. Licenser 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 Licenser 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 Licensors 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 Licensors' 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 Licensors or Licensee property thereon. Licensee shall pay, indemnify, defend and hold harmless Licensors and the ROW and all interests therein and improvements thereon from any and all such obligations, including any interest, penalties, and other expenses which may be imposed, and from any lien thereof or sale or other proceedings to enforce payment thereof.

15.6 Change in Law. If a provision of this Agreement is affected by subsequent legislative action, this Agreement shall continue in force to the extent possible.

15.7 Use Area Regulations. Licensors 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 Licensors 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 Licensors's consent. Licensors'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 Licensors 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 Licensors 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 Licensors 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 Licensors or for any amount which may become due to any party or successor, or with respect to any obligation of Licensors 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 Licensors: 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: Zayo Group, LLC  
Attn. General Counsel  
1401 Wynkoop Street, Suite 500  
Denver, CO 80202

Copy to: Zayo Group, LLC  
Attn. Underlying Rights  
1401 Wynkoop Street, Suite 500  
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.R.S. § 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.

Zayo Group,  
a Delaware limited liability company

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

CITY OF GOODYEAR,  
an Arizona municipal corporation

\_\_\_\_\_  
By: \_\_\_\_\_  
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:
  - o 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.
  - o Licensed lender in the State of Arizona.
  - o 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
  - o If at any time the Letter of Credit Issuer Requirements are not met, or if the financial condition of such issuer changes in any materially adverse way, as determined by the City in its sole discretion, then a replacement Letter of Credit which meets the requirements must be provided to the City within five (5) calendar days of receiving written notice from the City.

### **Letter of Credit Format**

- The **Beneficiary** must be the City of Goodyear
- The **Amount** must be fifty thousand dollars (\$50,000).
- The **Principal** must be the Licensee who is a signatory to the License Agreement.
- The **Bank Name & Address** upon which payment would be drawn must be clearly stated on the face of the document.
- The **Text identifying the License agreement** must be detailed and reflect the specific agreement number
- The **Expiration Date** will be a minimum of two years. The Expiration Date must automatically extend for one year without amendment unless at least thirty (30) calendar days prior to any such expiry date issuer notifies the City of their election not to extend.
- The **Presentation of Draft** requirement will be drawn on a local branch or presentable at a correspondent bank within Maricopa County.
- The text must contain a **Partial Draft Clause** that clearly indicates partial draft draws are permissible.

ITEM #: 6.  
DATE: 06/08/2026  
AI #:3284



## CITY COUNCIL ACTION REPORT

**SUBJECT: PUBLIC HEARING ON PROPOSED PROPERTY TAX LEVY FOR FY2027 (TRUTH-IN-TAXATION HEARING) AND ON PROPOSED FINAL BUDGET ADOPTION FOR FY2027 AND APPROVAL OF TRUTH IN TAXATION INCREASE BY ROLL CALL VOTE**

**STAFF PRESENTER(S):** Ryan Bittle, Deputy Finance Director

---

### SUMMARY

The City Council will hold a public hearing to receive a staff presentation and public comment on the proposed final budget for fiscal year 2026-2027 (FY2027) as tentatively approved on May 18, 2026, and on the proposed increase in the primary property tax levy. The City Council will also consider a motion to levy proposed property taxes to be assessed on June 22, 2026. No changes from the May 18, 2026, tentative budget are included in the final budget or primary property tax levy. Adoption of the Final Budget will occur in a special meeting immediately following the regular meeting as prescribed by A.R.S. §42-17105(A).

### STRATEGIC PLAN ALIGNMENT



Fiscal Resource  
Management

### RECOMMENDATION

Conduct a public hearing and by resolution adopt the final estimates by the city of Goodyear for the fiscal year beginning July 1, 2026 and ending June 30, 2027 and on the proposed primary property tax levy increase of \$329,905; and Approve the Truth-in-Taxation increase of \$329,905 for FY2027 by a roll call vote. (Ryan Bittle, Deputy Finance Director)

### FISCAL IMPACT

The FY2027 Budget totals \$1,419,198,600. It is balanced for the General Fund and within resources for Asset Management, Enterprise, Special Revenue, Capital and Debt Service funds. The primary property tax levy is used in the balanced FY2027 General Fund budget.

### BACKGROUND AND PREVIOUS ACTIONS

In addition to the city's internal processes, state law requires a number of steps to adopt the annual budget and property tax levy.

**Annual Budget Process:** The FY2027 budget process officially kicked off back in calendar year 2025 with extensive collaboration and dozens of meetings between departments, the City Manager's office, and the budget team discussing available resources and needs for the upcoming fiscal year. As part of these touchpoints, our updated strategic plan, which was adopted by Council in October was at the forefront of these conversations, acting as a roadmap during development of the budget, helping us prioritize funding, and ensuring timely delivery of associated strategic plan action items. In February, a five-year general fund forecast was presented as part of our Council retreat, creating the foundation off of which our FY2027 budget was built. In April City Council was presented with a sustainable recommended budget which focused on growth, continuing existing programs and services to a larger residential base, fair compensation for employees, and continued progress of large capital projects. Any subsequent changes from the City Manager's recommended budget work session were summarized as part of our Tentative budget presented to and adopted by Council on May 18, 2026. The approved tentative budget was published in the Arizona Republic West Valley Edition on May 22nd, and May 29th 2026, consistent with requirements of state law. Further, state required budget forms are posted on the website, where they must remain for five years, and are also available at the library and City Clerk's Office (Attachment D).

**Property Tax Levy Process:** In accordance with Arizona Revised Statute (A.R.S.) § 42-17107, when the municipal primary property tax levy, excluding any increases due to the value of new construction, is greater than the amount levied in the previous year, actions must be taken to inform residents (Attachment C). These notices and actions are referred to as Truth-in-Taxation and appeared in the Arizona Republic West Valley Edition (a local newspaper of general circulation) on May 22nd and May 29th, 2026 (Attachment A), as well as in a news release on May 20th, 2026 (Attachment B). The primary tax levy is limited to an annual increase of two percent over the previous year's maximum allowable primary levy, plus an increased dollar amount attributable to a net gain in property not taxed in the previous year (i.e. new construction).

The FY2027 primary property tax at the maximum levy is a planned revenue supporting General Fund ongoing operations and maintenance activities including police and fire protection, parks and recreation, development services and other general government functions. City Council adopted Financial Policies remain unchanged from the prior year, which call for levying the maximum allowable primary property tax, including this two percent increase, to support the ongoing General Fund operations. Because the city levies the maximum allowable primary levy, the Truth-in-Taxation notification steps outlined above were required. Of the planned primary property tax levy, \$329,905 is above the Truth In Taxation levy limit of \$17,566,375. The total primary property tax levy will be \$17,917,545. Final action to set the primary and secondary property taxes for the city of Goodyear is scheduled for June 22nd, 2026, during a regular meeting of the City Council.

## **STAFF ANALYSIS**

The primary tax levy is limited to an annual increase of two percent over the previous year's maximum allowable primary levy, plus an increased dollar amount attributable to a net gain in property not taxed in the previous year (i.e. new construction). City Council adopted Financial Policies, which call for levying the maximum allowable primary property tax, including this two percent increase, to support the ongoing General Fund operations.

---

### **Attachments**

Attachment A - Notice of Tax Increase

Attachment B - News Release

Attachment C - Truth-in-Taxation Analysis

Attachment D - State Forms

Staff Presentation

## **TRUTH IN TAXATION HEARING NOTICE OF TAX INCREASE**

IN COMPLIANCE WITH SECTION 42-17107, ARIZONA REVISED STATUTES, CITY OF GOODYEAR IS NOTIFYING ITS PROPERTY TAXPAYERS OF CITY OF GOODYEAR'S INTENTION TO RAISE ITS PRIMARY PROPERTY TAXES OVER LAST YEAR'S LEVEL. CITY OF GOODYEAR IS PROPOSING AN INCREASE IN PRIMARY PROPERTY TAXES OF \$329,905 OR 2%.

FOR EXAMPLE, THE PROPOSED TAX INCREASE WILL CAUSE CITY OF GOODYEAR'S PRIMARY PROPERTY TAXES ON A \$100,000 HOME TO BE \$90.82. WITHOUT THE PROPOSED TAX INCREASE, THE TOTAL TAXES THAT WOULD BE OWED ON A \$100,000 HOME WOULD HAVE BEEN \$89.04.

THIS PROPOSED INCREASE IS EXCLUSIVE OF INCREASED PRIMARY PROPERTY TAXES RECEIVED FROM NEW CONSTRUCTION. THE INCREASE IS ALSO EXCLUSIVE OF ANY CHANGES THAT MAY OCCUR FROM PROPERTY TAX LEVIES FOR VOTER APPROVED BONDED INDEBTEDNESS OR BUDGET AND TAX OVERRIDES.

ALL INTERESTED CITIZENS ARE INVITED TO ATTEND THE PUBLIC HEARING ON THE TAX INCREASE THAT IS SCHEDULED TO BE HELD **JUNE 8, 2026, 5:00 P.M. AT 1900 NORTH CIVIC SQUARE, GOODYEAR CITY HALL COUNCIL CHAMBERS, ARIZONA, 85395.**

[Our City »](#)

## City News

Font Size: [+](#) [-](#)

### City of Goodyear Truth in Taxation Notice

Post Date: 05/20/2026

Updated: 5/22/2026

The City of Goodyear's fiscal year 2027 total property tax rate is proposed to stay the same as the prior fiscal year 2026 at \$1.735 per \$100 of assessed value. The secondary rate is \$0.8268 and the primary rate is \$0.9082. The result is net zero on the total property tax rate.

For example, if your \$100,000 home did not change in value, then the Goodyear property tax levy would still be \$173.50 for both the current year and next year. Any change in your Goodyear property tax bill is likely due to assessed valuation changes in your home.

The taxation hearing information is required by Arizona Revised Statutes and only addresses the primary property tax (see below). However, Goodyear has both a primary and a secondary property tax.

---

#### Truth in Taxation Hearing, Notice of Tax Increase

Post Date: 05/20/2026 5:00 PM

In compliance with section 42-17107, Arizona Revised Statutes, the city of Goodyear is notifying its property Taxpayers of the city of Goodyear's intention to raise its primary property taxes over last year's level. City of Goodyear is proposing an increase in primary property taxes of \$329,905 or 2%.

For example, the proposed tax increase will cause city of Goodyear's primary property taxes on a \$100,000 home to be \$90.82. Without the proposed tax increase, the total taxes that would be owed on a \$100,000 home would have been \$89.04.

This proposed increase is exclusive of increased primary property taxes received from new construction. The increase is also exclusive of any changes that may occur from property tax levies for voter approved bonded indebtedness or budget and tax overrides.

All interested citizens are invited to attend the public hearing on the tax increase that is scheduled to be held on:

June 8, 2026, at 5:00 p.m.

Goodyear City Hall and Council Chambers  
1900 North Civic Square Goodyear, AZ 85395

The Truth in Taxation Notice will be published on May 22<sup>nd</sup> and May 29<sup>th</sup> in the Arizona Republic – West Valley Edition.

[Return to full list >>](#)

Enter data in highlighted cells only.

Calculated data in boxes should be used in published notice.

Reference updated language for published notice per Chapter 198 (HB 2286, Laws 2017).

### Truth in Taxation Analysis

Calculation for Truth in Taxation Hearing Notice pursuant to A.R.S. § 42-17107

Actual current primary property tax levy: \$ 16,503,128  
(line F.1. actual levy from prior year's final levy limit worksheet)

Net assessed valuation: \$ 1,972,863,324  
(line C.4. from current year's worksheet)

Value of new construction: \$ 119,463,600

Net assessed value minus new construction: \$ 1,853,399,724  
(line B.4. from current year's levy limit worksheet)

MAXIMUM TAX RATE THAT CAN BE IMPOSED  
WITHOUT A TRUTH IN TAXATION HEARING: \$ 0.8904

Growth in property tax levy capacity associated  
with new construction: \$ 1,063,704

MAXIMUM PRIMARY PROPERTY TAX LEVY  
WITHOUT A TRUTH IN TAXATION HEARING: \$ 17,566,375

Proposed primary property tax levy: \$ 17,917,545

Proposed increase in primary property tax levy,  
exclusive of new construction \$ 329,905

Proposed percentage increase in primary  
property tax levy: 2.00%

Proposed primary property tax rate: \$ 0.9082

Proposed increase in primary property tax rate: \$ 0.0178

Proposed primary property tax levy  
on a home valued at \$100,000 \$ 90.82

Primary property tax levy on a home valued  
at \$100,000 if the tax rate was not raised: \$ 89.04

Proposed primary property tax levy increase  
on a home valued at \$100,000: \$ 1.78

**City/Town of Goodyear**  
**Summary Schedule of estimated revenues and expenditures/expenses**  
**Fiscal year 2027**

| Fiscal year | S c h                                                                            |      | Funds        |                      |                   |                       |                   |                  |                        |                 |
|-------------|----------------------------------------------------------------------------------|------|--------------|----------------------|-------------------|-----------------------|-------------------|------------------|------------------------|-----------------|
|             |                                                                                  |      | General Fund | Special Revenue Fund | Debt Service Fund | Capital Projects Fund | CFD & Trust Funds | Enterprise Funds | Internal Service Funds | Total all funds |
| 2026        | Adopted/adjusted budgeted expenditures/expenses*                                 | E 1  | 501,251,000  | 67,355,400           | 11,532,700        | 432,056,600           | 81,822,800        | 146,687,800      | 0                      | 1,240,706,300   |
| 2026        | Actual expenditures/expenses**                                                   | E 2  | 221,896,500  | 49,312,700           | 18,012,000        | 27,385,500            | 45,797,200        | 85,605,000       | 0                      | 448,008,900     |
| 2027        | Beginning fund balance/(deficit) or net position/(deficit) at July 1***          | 3    | 198,926,800  | 1,895,400            | 2,654,400         | 54,932,300            | 25,549,200        | 55,378,900       | 0                      | 339,337,000     |
| 2027        | Primary property tax levy                                                        | B 4  | 17,917,545   |                      |                   |                       |                   |                  |                        | 17,917,545      |
| 2027        | Secondary property tax levy                                                      | B 5  |              |                      | 16,311,600        |                       |                   |                  |                        | 16,311,600      |
| 2027        | Estimated revenues other than property taxes                                     | C 6  | 251,696,747  | 19,747,500           | 3,797,300         | 221,921,600           | 47,298,000        | 118,989,800      | 0                      | 663,450,947     |
| 2027        | Other financing sources                                                          | D 7  | 0            | 0                    | 0                 | 0                     | 0                 | 0                | 0                      | 0               |
| 2027        | Other financing (uses)                                                           | D 8  | 0            | 0                    | 0                 | 0                     | 0                 | 0                | 0                      | 0               |
| 2027        | Interfund transfers in                                                           | D 9  | 18,101,300   | 66,483,400           | 0                 | 49,000,000            | 9,368,600         | 6,838,400        | 0                      | 149,791,700     |
| 2027        | Interfund Transfers (out)                                                        | D 10 | 82,373,300   | 810,000              | 0                 | 55,838,400            | 0                 | 10,770,000       | 0                      | 149,791,700     |
| 2027        | Line 11: Reduction for fund balance reserved for future budget year expenditures |      |              |                      |                   |                       |                   |                  |                        |                 |
|             | Maintained for future debt retirement                                            | 11   |              |                      |                   |                       |                   |                  |                        | 0               |
|             | Maintained for future capital projects                                           |      |              |                      |                   |                       |                   |                  |                        | 0               |
|             | Maintained for future financial stability                                        |      |              |                      |                   |                       |                   |                  |                        | 0               |
| 2027        | Total financial resources available                                              | 12   | 404,269,092  | 87,316,300           | 22,763,300        | 270,015,500           | 82,215,800        | 170,437,100      | 0                      | 1,037,017,092   |
| 2027        | Budgeted expenditures/expenses                                                   | E 13 | 566,372,600  | 95,131,200           | 20,110,600        | 476,182,600           | 73,419,100        | 187,982,500      | 0                      | 1,419,198,600   |

**Expenditure limitation comparison**

|   |                                                               |
|---|---------------------------------------------------------------|
| 1 | Budgeted expenditures/expenses                                |
| 2 | Add/subtract: estimated net reconciling items                 |
| 3 | Budgeted expenditures/expenses adjusted for reconciling items |
| 4 | Less: estimated exclusions                                    |
| 5 | Amount subject to the expenditure limitation                  |
| 6 | EEC expenditure limitation                                    |

| 2026             | 2027             |
|------------------|------------------|
| \$ 1,240,703,500 | \$ 1,419,198,600 |
| 1,240,703,500    | 1,419,198,600    |
| 689,455,288      | 782,352,527      |
| \$ 551,248,212   | \$ 636,846,073   |
| \$ 723,162,969   | \$ 782,352,527   |

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

\* Includes expenditure/expense adjustments approved in the current year from Schedule E.

\*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

**City/Town of Goodyear**  
**Tax levy and tax rate information**  
**Fiscal year 2027**

|                                                                                                                                                                                                                                                                                                                     | <u>2026</u>          | <u>2027</u>          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|
| 1. Maximum allowable primary property tax levy.<br>A.R.S. §42-17051(A)                                                                                                                                                                                                                                              | \$ <u>16,503,128</u> | \$ <u>17,917,545</u> |
| 2. Amount received from primary property taxation in<br>the <b>current year</b> in excess of the sum of that<br>year's maximum allowable primary property tax<br>levy. A.R.S. §42-17102(A)(18)                                                                                                                      | \$ _____             |                      |
| 3. Property tax levy amounts                                                                                                                                                                                                                                                                                        |                      |                      |
| A. Primary property taxes                                                                                                                                                                                                                                                                                           | \$ <u>16,503,128</u> | \$ <u>17,917,545</u> |
| Property tax judgment                                                                                                                                                                                                                                                                                               | _____                | _____                |
| B. Secondary property taxes                                                                                                                                                                                                                                                                                         | _____                | _____                |
| Property tax judgment                                                                                                                                                                                                                                                                                               | _____                | _____                |
| C. Total property tax levy amounts                                                                                                                                                                                                                                                                                  | \$ <u>30,725,328</u> | \$ <u>34,229,145</u> |
| 4. Property taxes collected*                                                                                                                                                                                                                                                                                        |                      |                      |
| A. Primary property taxes                                                                                                                                                                                                                                                                                           |                      |                      |
| (1) <b>Current</b> year's levy                                                                                                                                                                                                                                                                                      | \$ _____             |                      |
| (2) Prior years' levies                                                                                                                                                                                                                                                                                             | \$ _____             |                      |
| (3) Total primary property taxes                                                                                                                                                                                                                                                                                    | \$ _____             |                      |
| B. Secondary property taxes                                                                                                                                                                                                                                                                                         |                      |                      |
| (1) <b>Current</b> year's levy                                                                                                                                                                                                                                                                                      | \$ <u>14,222,200</u> |                      |
| (2) Prior years' levies                                                                                                                                                                                                                                                                                             | _____                |                      |
| (3) Total secondary property taxes                                                                                                                                                                                                                                                                                  | \$ <u>14,222,200</u> |                      |
| C. Total property taxes collected                                                                                                                                                                                                                                                                                   | \$ <u>14,222,200</u> |                      |
| 5. Property tax rates                                                                                                                                                                                                                                                                                               |                      |                      |
| A. City/Town tax rate                                                                                                                                                                                                                                                                                               |                      |                      |
| (1) Primary property tax rate                                                                                                                                                                                                                                                                                       | _____ 0.9319         | _____ 0.9082         |
| Property tax judgment                                                                                                                                                                                                                                                                                               | _____                | _____                |
| (2) Secondary property tax rate                                                                                                                                                                                                                                                                                     | _____ 0.8031         | _____ 0.8268         |
| Property tax judgment                                                                                                                                                                                                                                                                                               | _____                | _____                |
| (3) Total city/town tax rate                                                                                                                                                                                                                                                                                        | _____ 1.7350         | _____ 1.7350         |
| B. Special assessment district tax rates                                                                                                                                                                                                                                                                            |                      |                      |
| Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating <u>10</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town. |                      |                      |

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**City/Town of Goodyear**  
**Revenues other than property taxes**  
**Fiscal year 2027**

| Source of revenues                 | Estimated<br>revenues<br>2026 | Actual<br>revenues*<br>2026 | Estimated<br>revenues<br>2027 |
|------------------------------------|-------------------------------|-----------------------------|-------------------------------|
| <b>General Fund</b>                |                               |                             |                               |
| <b>Local taxes</b>                 |                               |                             |                               |
| Sales                              | \$ 111,977,900                | 121,342,200                 | \$ 127,150,700                |
| Construction                       | 32,821,100                    | 35,947,200                  | 35,947,200                    |
| Franchise                          | 7,080,000                     | 8,367,700                   | 8,919,900                     |
| <b>Licenses and permits</b>        |                               |                             |                               |
| License and Registration           | \$ 366,000                    | 322,800                     | \$ 331,100                    |
| <b>Intergovernmental</b>           |                               |                             |                               |
| Urban Revenue Sharing (Income Tax) | \$ 22,247,100                 | 23,036,400                  | \$ 24,900,400                 |
| Auto Lieu (VLT)                    | 5,382,000                     | 5,400,000                   | 5,481,000                     |
| State Shared Sales Tax             | 18,353,000                    | 17,556,400                  | 18,645,000                    |
| <b>Charges for services</b>        |                               |                             |                               |
| General Government-Reimbursements  | \$ 93,800                     |                             | \$                            |
| Arizona Tourism Reimbursement      | 6,166,100                     | 5,879,300                   | 5,891,600                     |
| Rentals                            | 567,900                       | 542,200                     | 671,247                       |
| Parks, Recreation and Aquatics     | 2,191,700                     | 2,400,000                   | 2,496,000                     |
| Development Related                | 11,566,400                    | 19,100,000                  | 12,280,600                    |
| <b>Fines and forfeits</b>          |                               |                             |                               |
| Court                              | \$ 1,081,500                  | 1,176,000                   | \$ 1,217,200                  |
| <b>Interest on investments</b>     |                               |                             |                               |
| Investment Income                  | \$ 5,317,400                  | 7,077,600                   | \$ 4,036,600                  |
| <b>Miscellaneous</b>               |                               |                             |                               |
| Miscellaneous Revenue              | \$ 1,475,000                  | 670,800                     | \$ 1,764,700                  |
| Other                              |                               | 36,323,100                  |                               |
| Risk Reserve                       | 1,302,400                     | 1,925,000                   | 1,963,500                     |
| <b>Total General Fund</b>          | <b>\$ 227,989,300</b>         | <b>\$ 287,066,700</b>       | <b>\$ 251,696,747</b>         |

**Special revenue funds**

|                                             |              |           |           |
|---------------------------------------------|--------------|-----------|-----------|
| Ballpark Operating                          | \$ 4,646,000 | 4,700,000 | 4,794,000 |
| Ballpark Capital Replacement Fund           | 430,000      | 300,000   | 300,000   |
| Highway User Revenue Fund (HURF)            | 7,931,000    | 7,700,000 | 7,828,000 |
| Impound Fund                                | 140,000      | 125,000   | 125,000   |
| Arizona Lottery Funds (ALF)                 | 250,000      | 250,000   | 250,000   |
| Park and Ride Marquee Fund                  | 125,600      | 145,500   | 149,900   |
| Jet Fuel                                    |              | 40,000    | 40,000    |
| AZ Smart & Safe Fund                        | 790,500      | 790,400   | 810,000   |
| CBDG Entitlement                            | 996,900      | 640,800   | 737,700   |
| Opioid Settlement Fund                      | 225,000      | 106,300   | 94,400    |
| Court Enhancement Fund                      | 126,300      | 125,000   | 126,300   |
| Judicial Collection Enhancement Fund (JCEF) | 20,200       | 20,000    | 20,200    |
| Fill the Gap                                | 13,100       | 13,000    | 13,100    |
| Officer Safety Equipment                    | 17,200       | 21,000    | 21,000    |

**City/Town of Goodyear**  
**Revenues other than property taxes**  
**Fiscal year 2027**

| Source of revenues                 | Estimated<br>revenues<br>2026 | Actual<br>revenues*<br>2026 | Estimated<br>revenues<br>2027 |
|------------------------------------|-------------------------------|-----------------------------|-------------------------------|
| Prop 302                           | 252,500                       | 230,000                     | 349,200                       |
| Ambulance                          | 1,314,700                     | 2,841,200                   | 3,141,300                     |
| Miscellaneous Grants               | 4,757,600                     | 4,602,000                   | 947,400                       |
| <b>Total special revenue funds</b> | <b>\$ 22,036,600</b>          | <b>\$ 22,650,200</b>        | <b>\$ 19,747,500</b>          |

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Debt service funds**

|                                 |                     |                     |                     |
|---------------------------------|---------------------|---------------------|---------------------|
| McDowell Improvement District   | \$ 3,808,600        | 3,790,700           | 3,797,300           |
| <b>Total debt service funds</b> | <b>\$ 3,808,600</b> | <b>\$ 3,790,700</b> | <b>\$ 3,797,300</b> |

**Capital projects funds**

|                                              |                       |                       |                       |
|----------------------------------------------|-----------------------|-----------------------|-----------------------|
| Budget Authority                             | \$ 15,000,000         |                       | 15,000,000            |
| G.O. Bonds                                   | 100,000,000           | 97,845,000            |                       |
| Enterprise Capital - Wastewater Bonds        |                       |                       |                       |
| Enterprise Capital - Developer Reimbursement |                       |                       |                       |
|                                              | \$ 115,000,000        | \$ 97,845,000         | \$ 15,000,000         |
| Enterprise Capital - Bonds                   | \$ 96,838,900         | 375,000               | 160,911,400           |
| Non-Utility Impact Fees                      | 26,645,800            | 22,843,900            | 23,262,700            |
| Utility Impact Fees                          | 25,879,400            | 21,500,000            | 22,747,500            |
|                                              | \$ 149,364,100        | 44,718,900            | 206,921,600           |
| <b>Total capital projects funds</b>          | <b>\$ 264,364,100</b> | <b>\$ 142,563,900</b> | <b>\$ 221,921,600</b> |

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**Enterprise funds**

|                               |                       |                       |                       |
|-------------------------------|-----------------------|-----------------------|-----------------------|
| Water                         | \$ 45,296,200         | 46,691,700            | 47,589,200            |
| Wastewater                    | 75,070,900            | 77,925,900            | 59,428,100            |
| Solid Waste                   | 10,581,500            | 11,096,900            | 11,972,500            |
| <b>Total enterprise funds</b> | <b>\$ 130,948,600</b> | <b>\$ 135,714,500</b> | <b>\$ 118,989,800</b> |

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**CFD & Trust Funds**

|                                    |                      |                      |                      |
|------------------------------------|----------------------|----------------------|----------------------|
| Community Facilities Districts     | \$ 35,479,200        | 23,944,100           | 22,459,400           |
| Trust Funds                        | 19,566,900           | 19,962,000           | 24,838,600           |
| <b>Total CFD &amp; Trust funds</b> | <b>\$ 55,046,100</b> | <b>\$ 43,906,100</b> | <b>\$ 47,298,000</b> |

**City/Town of Goodyear**  
**Revenues other than property taxes**  
**Fiscal year 2027**

| Source of revenues     | Estimated<br>revenues<br>2026 | Actual<br>revenues*<br>2026 | Estimated<br>revenues<br>2027 |
|------------------------|-------------------------------|-----------------------------|-------------------------------|
| <b>Total all funds</b> | \$ <u>704,193,300</u>         | \$ <u>635,692,100</u>       | \$ <u>663,450,947</u>         |

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**City/Town of Goodyear**  
**Other financing sources/(uses) and interfund transfers**  
**Fiscal year 2027**

| Fund                                | Other financing<br>2027 |        | Interfund transfers<br>2027 |                |
|-------------------------------------|-------------------------|--------|-----------------------------|----------------|
|                                     | Sources                 | (Uses) | In                          | (Out)          |
| <b>General Fund</b>                 |                         |        |                             |                |
| General Fund                        | \$                      | \$     | \$ 11,580,000               | 82,373,300     |
| Risk Reserve                        |                         |        | 2,550,700                   |                |
| Asset Management Reserve            |                         |        | 3,970,600                   |                |
| <b>Total General Fund</b>           | \$                      | \$     | \$ 18,101,300               | \$ 82,373,300  |
| <b>Special revenue funds</b>        |                         |        |                             |                |
| Highway User Revenue Fund (HURF)    | \$                      | \$     | \$ 7,389,400                |                |
| Park and Ride Marquee               |                         |        | 2,457,100                   |                |
| AZ Smart & Safe                     |                         |        |                             | 810,000        |
| Ambulance                           |                         |        | 3,559,400                   |                |
| Ballpark Operating                  |                         |        | 53,077,500                  |                |
| <b>Total special revenue funds</b>  | \$                      | \$     | \$ 66,483,400               | \$ 810,000     |
| <b>Debt service funds</b>           |                         |        |                             |                |
|                                     | \$                      | \$     | \$                          | \$             |
| <b>Total debt service funds</b>     | \$                      | \$     | \$                          | \$             |
| <b>Capital projects funds</b>       |                         |        |                             |                |
| Non-Utility Impact Fees             | \$                      | \$     | \$                          | \$             |
| Other Capital Funds                 |                         |        | 49,000,000                  |                |
| Utility Impact Fees                 |                         |        |                             | 55,838,400     |
| <b>Total capital projects funds</b> | \$                      | \$     | \$ 49,000,000               | \$ 55,838,400  |
| <b>Permanent funds</b>              |                         |        |                             |                |
|                                     | \$                      | \$     | \$                          | \$             |
| <b>Total permanent funds</b>        | \$                      | \$     | \$                          | \$             |
| <b>Enterprise funds</b>             |                         |        |                             |                |
|                                     | \$                      | \$     | \$ 6,838,400                | \$ 10,770,000  |
| <b>Total enterprise funds</b>       | \$                      | \$     | \$ 6,838,400                | \$ 10,770,000  |
| <b>CFD &amp; Trust Funds</b>        |                         |        |                             |                |
| CFD & Trust Funds                   | \$                      | \$     | \$ 9,368,600                |                |
| <b>Total CFD &amp; Trust Funds</b>  | \$                      | \$     | \$ 9,368,600                | \$             |
| <b>Total all funds</b>              | \$                      | \$     | \$ 149,791,700              | \$ 149,791,700 |

**City/Town of Goodyear  
Expenditures/expenses by fund  
Fiscal year 2027**

| <b>Fund/Department</b>                      | <b>Adopted<br/>budgeted<br/>expenditures/<br/>expenses<br/>2026</b> | <b>Expenditure/<br/>expense<br/>adjustments<br/>approved<br/>2026</b> | <b>Actual<br/>expenditures/<br/>expenses*<br/>2026</b> | <b>Budgeted<br/>expenditures/<br/>expenses<br/>2027</b> |
|---------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------------|
| <b>General Fund</b>                         |                                                                     |                                                                       |                                                        |                                                         |
| Mayor and Council                           | \$ 451,300                                                          | \$ (7,100)                                                            | \$ 418,800                                             | \$ 588,800                                              |
| City Manager                                | 4,699,900                                                           | 2,600                                                                 | 4,382,300                                              | 5,700,200                                               |
| Legal Services                              | 3,100,300                                                           |                                                                       | 3,100,300                                              | 3,572,200                                               |
| Municipal Court                             | 3,460,500                                                           | 37,600                                                                | 3,036,100                                              | 4,499,800                                               |
| City Clerk                                  | 1,156,400                                                           | (91,600)                                                              | 1,064,700                                              | 1,351,500                                               |
| Finance                                     | 29,441,700                                                          | (6,538,800)                                                           | (293,500)                                              | 20,225,900                                              |
| Human Services                              | 4,810,500                                                           | 57,500                                                                | 4,865,700                                              | 6,664,400                                               |
| Information Technology                      | 14,641,500                                                          | 969,100                                                               | 13,995,000                                             | 18,283,900                                              |
| Digital Communications                      | 2,779,600                                                           | 20,000                                                                | 2,757,600                                              | 3,115,500                                               |
| Fire                                        | 54,839,500                                                          | 1,176,700                                                             | 43,167,800                                             | 63,514,900                                              |
| Police                                      | 61,430,300                                                          | (1,559,300)                                                           | 58,247,700                                             | 75,551,600                                              |
| Development Services                        | 15,130,200                                                          | (494,900)                                                             | 11,238,800                                             | 16,440,300                                              |
| Economic Development                        | 5,050,400                                                           | (47,100)                                                              | 2,025,500                                              | 5,969,100                                               |
| Engineering                                 | 95,650,000                                                          | 5,482,600                                                             | 25,882,500                                             | 102,655,600                                             |
| Parks & Recreation                          | 57,986,700                                                          | (2,396,900)                                                           | 17,843,100                                             | 73,258,100                                              |
| Public Works                                | 16,406,800                                                          | (3,700)                                                               | 9,930,800                                              | 12,830,900                                              |
| Water Services                              | 3,038,200                                                           |                                                                       | 2,903,300                                              | 3,291,000                                               |
| Non-Departmental                            | 84,827,100                                                          | (460,200)                                                             | 4,872,900                                              | 103,337,400                                             |
| Fire Asset Management                       | 3,319,400                                                           | (17,300)                                                              | 592,600                                                | 3,667,700                                               |
| Fleet Asset Management                      | 19,272,200                                                          | (2,645,100)                                                           | 3,857,300                                              | 15,176,500                                              |
| Parks Asset Management                      | 6,948,800                                                           | (189,700)                                                             | 824,200                                                | 7,413,200                                               |
| Risk Reserve                                | 4,020,200                                                           | 1,075,000                                                             | 4,020,200                                              | 4,514,200                                               |
| Traffic Signals Asset Management            | 3,188,900                                                           |                                                                       | 331,500                                                | 3,798,500                                               |
| Technology Asset Management                 | 3,857,100                                                           |                                                                       | 2,313,400                                              | 3,542,800                                               |
| Facilities Asset Management                 | 6,702,000                                                           | 672,100                                                               | 517,900                                                | 7,408,600                                               |
| <b>Total General Fund</b>                   | <b>\$ 506,209,500</b>                                               | <b>\$ (4,958,500)</b>                                                 | <b>\$ 221,896,500</b>                                  | <b>\$ 566,372,600</b>                                   |
| <b>Special revenue funds</b>                |                                                                     |                                                                       |                                                        |                                                         |
| Highway User Revenue Fund (HURF)            | \$ 14,877,500                                                       | \$                                                                    | \$ 12,840,400                                          | \$ 17,146,300                                           |
| Arizona Lottery Funds                       | 250,000                                                             |                                                                       | 61,400                                                 | 500,700                                                 |
| Park and Ride Marquee                       | 2,496,000                                                           |                                                                       | 2,496,000                                              | 2,607,000                                               |
| Jet Fuel                                    |                                                                     | 390,000                                                               | 333,700                                                | 40,000                                                  |
| Court Enhancement Fund                      | 593,000                                                             |                                                                       | 155,100                                                | 576,100                                                 |
| Fill the Gap                                | 117,800                                                             |                                                                       | 26,700                                                 | 106,800                                                 |
| Judicial Collection Enhancement Fund (JCEF) | 209,500                                                             |                                                                       | 72,000                                                 | 157,500                                                 |
| Impound Fund                                | 570,200                                                             |                                                                       | 28,800                                                 | 663,200                                                 |
| AZ Smart & Safe                             |                                                                     |                                                                       |                                                        |                                                         |
| Opioid Settlement                           | 867,100                                                             | (54,600)                                                              | 101,800                                                | 530,900                                                 |
| Officer Safety Equipment                    | 20,000                                                              |                                                                       | 20,000                                                 | 33,500                                                  |
| Ambulance                                   | 7,450,600                                                           | (146,900)                                                             | 5,906,000                                              | 8,107,800                                               |
| Ballpark Operating                          | 27,544,900                                                          | (83,400)                                                              | 20,775,200                                             | 59,739,800                                              |
| Ballpark Capital Replacement Fund           | 4,900,900                                                           | (245,000)                                                             | 2,240,600                                              | 1,695,700                                               |
| Prop 302 Funds (Tourism)                    | 252,500                                                             |                                                                       | 252,500                                                | 252,500                                                 |
| American Rescue Plan                        |                                                                     |                                                                       |                                                        |                                                         |
| CBDG Entitlement                            | 1,067,700                                                           | (115,200)                                                             | 178,500                                                | 1,200,000                                               |
| Miscellaneous Grants                        | 5,387,100                                                           | 1,005,700                                                             | 3,824,000                                              | 1,773,400                                               |
| <b>Total special revenue funds</b>          | <b>\$ 66,604,800</b>                                                | <b>\$ 750,600</b>                                                     | <b>\$ 49,312,700</b>                                   | <b>\$ 95,131,200</b>                                    |
| <b>Debt service funds</b>                   |                                                                     |                                                                       |                                                        |                                                         |
| Secondary Property Tax                      | \$ 7,723,100                                                        | \$                                                                    | \$ 14,216,300                                          | \$ 16,308,300                                           |
| McDowell Improvement District               | 3,809,600                                                           |                                                                       | 3,795,700                                              | 3,802,300                                               |
| <b>Total debt service funds</b>             | <b>\$ 11,532,700</b>                                                | <b>\$</b>                                                             | <b>\$ 18,012,000</b>                                   | <b>\$ 20,110,600</b>                                    |

**City/Town of Goodyear**  
**Expenditures/expenses by fund**  
**Fiscal year 2027**

| <b>Fund/Department</b>                    | <b>Adopted<br/>budgeted<br/>expenditures/<br/>expenses<br/>2026</b> | <b>Expenditure/<br/>expense<br/>adjustments<br/>approved<br/>2026</b> | <b>Actual<br/>expenditures/<br/>expenses*<br/>2026</b> | <b>Budgeted<br/>expenditures/<br/>expenses<br/>2027</b> |
|-------------------------------------------|---------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------|---------------------------------------------------------|
| <b>Capital projects funds</b>             |                                                                     |                                                                       |                                                        |                                                         |
| General Obligations Bonds                 | \$ 104,777,600                                                      | \$ (10,276,700)                                                       | \$ 4,182,500                                           | \$ 141,774,400                                          |
| Budget Authority                          | 15,000,000                                                          | 26,411,700                                                            |                                                        | 15,000,000                                              |
| Enterprise Bonds                          | 140,237,000                                                         | 50,014,900                                                            | 21,293,200                                             | 187,865,100                                             |
| Non-Utility Impact Fees                   | 97,474,300                                                          | (5,436,700)                                                           | (3,836,100)                                            | 106,228,100                                             |
| Construction Sales Tax - Impact Fee       | 9,740,100                                                           | (800)                                                                 | 3,247,000                                              | 20,698,700                                              |
| Utility Impact Fees                       | 58,368,000                                                          | (54,252,800)                                                          | 2,498,900                                              | 4,616,300                                               |
| <b>Total capital projects funds</b>       | <b>\$ 425,597,000</b>                                               | <b>\$ 6,459,600</b>                                                   | <b>\$ 27,385,500</b>                                   | <b>\$ 476,182,600</b>                                   |
| <b>Community facility districts funds</b> |                                                                     |                                                                       |                                                        |                                                         |
| Community Facility Districts (CFD)        | \$ 47,367,400                                                       |                                                                       | \$ 22,430,600                                          | \$ 35,841,900                                           |
| <b>Total CFD funds</b>                    | <b>\$ 47,367,400</b>                                                |                                                                       | <b>\$ 22,430,600</b>                                   | <b>\$ 35,841,900</b>                                    |
| <b>Enterprise funds</b>                   |                                                                     |                                                                       |                                                        |                                                         |
| Water                                     | \$ 58,004,000                                                       | \$ (572,900)                                                          | \$ 45,307,100                                          | \$ 61,316,700                                           |
| Wastewater                                | 79,164,600                                                          | (2,261,400)                                                           | 30,385,100                                             | 114,048,600                                             |
| Solid Waste                               | 12,165,200                                                          | 188,300                                                               | 9,912,800                                              | 12,617,200                                              |
| <b>Total enterprise funds</b>             | <b>\$ 149,333,800</b>                                               | <b>\$ (2,646,000)</b>                                                 | <b>\$ 85,605,000</b>                                   | <b>\$ 187,982,500</b>                                   |
| <b>Trust Funds</b>                        |                                                                     |                                                                       |                                                        |                                                         |
| Self Insurance Trust Fund                 | \$ 27,465,900                                                       |                                                                       | \$ 22,013,500                                          | \$ 35,442,000                                           |
| Retiree Healthcare Fund                   | 6,185,100                                                           | 397,100                                                               | 945,800                                                | 1,710,100                                               |
| Volunteer Firefighter Trust Fund          | 361,700                                                             |                                                                       | 361,700                                                | 316,300                                                 |
| Other Trust Funds                         | 45,600                                                              |                                                                       | 45,600                                                 | 108,800                                                 |
| <b>Total trust funds</b>                  | <b>\$ 34,058,300</b>                                                | <b>\$ 397,100</b>                                                     | <b>\$ 23,366,600</b>                                   | <b>\$ 37,577,200</b>                                    |
| <b>Total all funds</b>                    | <b>\$ 1,240,703,500</b>                                             | <b>\$ 2,800</b>                                                       | <b>\$ 448,008,900</b>                                  | <b>\$ 1,419,198,600</b>                                 |

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**City/Town of Goodyear**  
**Expenditures/expenses by department**  
**Fiscal year 2027**

|                                      | Adopted<br>budgeted<br>expenditures/<br>expenses | Expenditure/<br>expense<br>adjustments<br>approved | Actual<br>expenditures/<br>expenses* | Budgeted<br>expenditures/<br>expenses |
|--------------------------------------|--------------------------------------------------|----------------------------------------------------|--------------------------------------|---------------------------------------|
| Department/Fund                      | 2026                                             | 2026                                               | 2026                                 | 2027                                  |
| <b>Mayor and Council:</b>            |                                                  |                                                    |                                      |                                       |
| General Fund                         | \$ 451,300                                       | \$ (7,100)                                         | \$ 418,800                           | \$ 588,800                            |
| <b>Mayor and Council Total</b>       | <b>\$ 451,300</b>                                | <b>\$ (7,100)</b>                                  | <b>\$ 418,800</b>                    | <b>\$ 588,800</b>                     |
| <b>City Manager:</b>                 |                                                  |                                                    |                                      |                                       |
| General Fund                         | \$ 4,699,900                                     | \$ 2,600                                           | \$ 4,382,300                         | \$ 5,700,200                          |
| CBDG Entitlement                     | 675,500                                          | (102,300)                                          | 116,300                              | 882,900                               |
| Grant                                |                                                  | 185,400                                            | 185,400                              | 47,900                                |
| <b>City Manager Total</b>            | <b>\$ 5,375,400</b>                              | <b>\$ 85,700</b>                                   | <b>\$ 4,684,000</b>                  | <b>\$ 6,631,000</b>                   |
| <b>Legal Services:</b>               |                                                  |                                                    |                                      |                                       |
| General Fund                         | \$ 3,100,300                                     |                                                    | \$ 3,100,300                         | \$ 3,572,200                          |
| <b>Legal Services Total</b>          | <b>\$ 3,100,300</b>                              |                                                    | <b>\$ 3,100,300</b>                  | <b>\$ 3,572,200</b>                   |
| <b>Municipal Court:</b>              |                                                  |                                                    |                                      |                                       |
| General Fund                         | \$ 3,460,500                                     | \$ 37,600                                          | \$ 3,036,100                         | \$ 4,499,800                          |
| Court Enhancement Fund               | 155,100                                          |                                                    | 155,100                              | 170,600                               |
| Fill the Gap Fund                    | 26,700                                           |                                                    | 26,700                               | 26,700                                |
| Judicial Collection Enhancement Fund | 32,900                                           | 68,600                                             | 72,000                               | 104,300                               |
| Officer Safety Equipment             |                                                  |                                                    |                                      |                                       |
| <b>Municipal Court Total</b>         | <b>\$ 3,675,200</b>                              | <b>\$ 106,200</b>                                  | <b>\$ 3,289,900</b>                  | <b>\$ 4,801,400</b>                   |
| <b>City Clerk:</b>                   |                                                  |                                                    |                                      |                                       |
| General Fund                         | \$ 1,156,400                                     | \$ (91,600)                                        | \$ 1,064,700                         | \$ 1,351,500                          |
| <b>City Clerk Total</b>              | <b>\$ 1,156,400</b>                              | <b>\$ (91,600)</b>                                 | <b>\$ 1,064,700</b>                  | <b>\$ 1,351,500</b>                   |
| <b>Finance:</b>                      |                                                  |                                                    |                                      |                                       |
| General Fund                         | \$ 29,441,700                                    | \$ (6,538,800)                                     | \$ (293,500)                         | \$ 20,225,900                         |
| Community Facilities District (CFD)  | 16,832,500                                       |                                                    | 2,417,100                            | 20,818,600                            |
| Non-Utility Impact Fees              |                                                  |                                                    |                                      |                                       |
| Utility Impact Fees                  |                                                  |                                                    |                                      |                                       |
| GO Bonds                             |                                                  |                                                    |                                      |                                       |
| Other                                | 155,100                                          | 390,000                                            | 488,800                              | 140,000                               |
| <b>Finance Total</b>                 | <b>\$ 46,429,300</b>                             | <b>\$ (6,148,800)</b>                              | <b>\$ 2,612,400</b>                  | <b>\$ 41,184,500</b>                  |
| <b>Human Resources:</b>              |                                                  |                                                    |                                      |                                       |
| General Fund                         | \$ 4,810,500                                     | \$ 57,500                                          | \$ 4,865,700                         | \$ 6,664,400                          |
| Risk Reserve                         | 4,020,200                                        | 1,075,000                                          | 4,020,200                            | 4,514,200                             |
| Retiree Healthcare Fund              |                                                  |                                                    | 945,800                              | 1,710,100                             |
| Self Insurance Trust Fund            | 20,903,400                                       |                                                    | 22,013,500                           | 29,562,900                            |
| Enterprise Fund - Water              | 43,200                                           | 35,000                                             | 78,200                               | 80,200                                |
| Enterprise Fund - Wastewater         | 96,600                                           |                                                    | 96,600                               | 98,600                                |
| Enterprise Fund - Solid Waste        | 77,600                                           |                                                    | 77,600                               | 84,100                                |
| Fill a Need Fund                     | 15,000                                           |                                                    | 15,000                               | 41,300                                |
| <b>Human Resources Total</b>         | <b>\$ 29,966,500</b>                             | <b>\$ 1,167,500</b>                                | <b>\$ 32,112,600</b>                 | <b>\$ 42,755,800</b>                  |
| <b>Information Technology:</b>       |                                                  |                                                    |                                      |                                       |
| General Fund                         | \$ 14,641,500                                    | \$ 969,100                                         | \$ 13,995,000                        | \$ 18,283,900                         |
| Technology Asset Management          | 2,313,400                                        |                                                    | 2,313,400                            | 3,376,600                             |
| Enterprise Fund - Water              | 229,400                                          | 74,700                                             | 304,100                              | 460,800                               |
| Enterprise Fund - Wastewater         | 310,700                                          | 74,200                                             | 384,900                              | 374,500                               |
| Enterprise Fund - Solid Waste        | 17,100                                           |                                                    | 17,100                               | 17,700                                |
| Special Revenue                      |                                                  |                                                    |                                      |                                       |
| <b>Information Technology Total</b>  | <b>\$ 17,512,100</b>                             | <b>\$ 1,118,000</b>                                | <b>\$ 17,014,500</b>                 | <b>\$ 22,513,500</b>                  |
| <b>Digital Communications:</b>       |                                                  |                                                    |                                      |                                       |
| General Fund                         | \$ 2,779,600                                     | \$ 20,000                                          | \$ 2,757,600                         | \$ 3,115,500                          |
| <b>Digital Communications Total</b>  | <b>\$ 2,779,600</b>                              | <b>\$ 20,000</b>                                   | <b>\$ 2,757,600</b>                  | <b>\$ 3,115,500</b>                   |

**City/Town of Goodyear**  
**Expenditures/expenses by department**  
**Fiscal year 2027**

|                                   | Adopted<br>budgeted<br>expenditures/<br>expenses | Expenditure/<br>expense<br>adjustments<br>approved | Actual<br>expenditures/<br>expenses* | Budgeted<br>expenditures/<br>expenses |
|-----------------------------------|--------------------------------------------------|----------------------------------------------------|--------------------------------------|---------------------------------------|
| Department/Fund                   | 2026                                             | 2026                                               | 2026                                 | 2027                                  |
| <b>Fire:</b>                      |                                                  |                                                    |                                      |                                       |
| General Fund                      | \$ 54,839,500                                    | \$ 1,176,700                                       | \$ 43,167,800                        | \$ 63,514,900                         |
| Fire Asset Management             | 946,000                                          | (17,300)                                           | 592,600                              | 3,667,700                             |
| Volunteer Firefighter Trust Fund  | 361,700                                          |                                                    | 361,700                              | 316,300                               |
| Non-Utility Impact Fees           | 3,671,700                                        | 211,000                                            | 337,200                              | 23,361,000                            |
| GO Bonds                          | 9,223,900                                        | (3,013,900)                                        | 532,000                              | 1,192,000                             |
| AZ Smart & Safe                   |                                                  |                                                    |                                      |                                       |
| Opioid Settlement                 |                                                  |                                                    |                                      |                                       |
| Grants                            | 230,500                                          | 21,300                                             | 150,000                              | 101,800                               |
| Ambulance                         | 7,450,600                                        | (146,900)                                          | 5,906,000                            | 8,107,800                             |
| <b>Fire Total</b>                 | <b>\$ 76,723,900</b>                             | <b>\$ (1,769,100)</b>                              | <b>\$ 51,047,300</b>                 | <b>\$ 100,261,500</b>                 |
| <b>Police:</b>                    |                                                  |                                                    |                                      |                                       |
| General Fund                      | \$ 61,430,300                                    | \$ (1,559,300)                                     | \$ 58,247,700                        | \$ 75,551,600                         |
| Impound Fund                      | 28,800                                           |                                                    | 28,800                               | 28,800                                |
| Opioid Settlement                 | 56,400                                           | (54,600)                                           | 1,800                                |                                       |
| Officer Safety Equipment Fund     | 20,000                                           |                                                    | 20,000                               | 33,500                                |
| Grants                            | 788,900                                          | 561,900                                            | 913,000                              | 368,600                               |
| GO Bonds                          |                                                  |                                                    |                                      |                                       |
| Non-Utility Impact Fees           | 2,940,100                                        | (3,100)                                            | 1,914,600                            | 3,165,400                             |
| CFD Trust                         | 30,600                                           |                                                    | 30,600                               | 67,500                                |
| <b>Police Total</b>               | <b>\$ 65,295,100</b>                             | <b>\$ (1,055,100)</b>                              | <b>\$ 61,156,500</b>                 | <b>\$ 79,215,400</b>                  |
| <b>Development Services:</b>      |                                                  |                                                    |                                      |                                       |
| General Fund                      | \$ 15,130,200                                    | \$ (494,900)                                       | \$ 11,238,800                        | \$ 16,440,300                         |
| Utility Impact Fees               |                                                  |                                                    |                                      |                                       |
| Non-Utility Impact Fees           |                                                  |                                                    |                                      |                                       |
| <b>Development Services Total</b> | <b>\$ 15,130,200</b>                             | <b>\$ (494,900)</b>                                | <b>\$ 11,238,800</b>                 | <b>\$ 16,440,300</b>                  |
| <b>Economic Development:</b>      |                                                  |                                                    |                                      |                                       |
| General Fund                      | \$ 5,050,400                                     | \$ (47,100)                                        | \$ 2,025,500                         | \$ 5,969,100                          |
| American Rescue Plan              |                                                  |                                                    |                                      |                                       |
| <b>Economic Development Total</b> | <b>\$ 5,050,400</b>                              | <b>\$ (47,100)</b>                                 | <b>\$ 2,025,500</b>                  | <b>\$ 5,969,100</b>                   |
| <b>Engineering:</b>               |                                                  |                                                    |                                      |                                       |
| General Fund                      | \$ 95,650,000                                    | \$ 5,482,600                                       | \$ 25,882,500                        | \$ 102,655,600                        |
| Traffic Signals Asset Management  | 555,200                                          |                                                    | 331,500                              | 1,519,400                             |
| Highway User Revenue Fund (HURF)  | 6,894,100                                        |                                                    | 5,542,600                            | 7,268,200                             |
| Grants                            | 1,435,900                                        | (8,100)                                            | (542,500)                            | 1,198,700                             |
| Arizona Lottery Fund (ALF)        | 61,400                                           |                                                    | 61,400                               | 64,800                                |
| Park and Ride Marquee             | 2,496,000                                        |                                                    | 2,496,000                            | 2,607,000                             |
| CBDG Entitlement                  | 341,400                                          | 37,900                                             | 62,200                               | 317,100                               |
| GO Bonds                          | 89,842,200                                       | (7,908,400)                                        | 1,131,000                            | 124,456,300                           |
| Other Capital                     | 7,685,000                                        | (800)                                              | 1,191,900                            | 18,698,700                            |
| Non-Utility Impact Fees           | 90,837,100                                       | (5,644,600)                                        | (6,113,300)                          | 79,701,700                            |
| <b>Engineering Total</b>          | <b>\$ 295,798,300</b>                            | <b>\$ (8,041,400)</b>                              | <b>\$ 30,043,300</b>                 | <b>\$ 338,487,500</b>                 |
| <b>Parks and Recreation:</b>      |                                                  |                                                    |                                      |                                       |
| General Fund                      | \$ 57,986,700                                    | \$ (2,396,900)                                     | \$ 17,843,100                        | \$ 73,258,100                         |
| Parks Asset Management            | 2,681,700                                        | (189,700)                                          | 824,200                              | 3,333,900                             |
| Ballpark Operating Fund           | 12,544,700                                       | (83,400)                                           | 10,775,600                           | 12,532,100                            |
| Ballpark Capital Replacement Fund | 3,790,200                                        | (174,000)                                          | 2,240,600                            | 1,695,700                             |
| Grants                            | 11,400                                           | 245,300                                            | 251,700                              | 2,500                                 |
| Prop 302                          | 252,500                                          |                                                    | 252,500                              | 252,500                               |
| Non-Utility Impact Fees           | 25,400                                           |                                                    | 25,400                               |                                       |
| Other                             | 4,762,300                                        | (180,200)                                          | 744,500                              | 16,126,100                            |
| <b>Parks and Recreation Total</b> | <b>\$ 82,054,900</b>                             | <b>\$ (2,778,900)</b>                              | <b>\$ 32,957,600</b>                 | <b>\$ 107,200,900</b>                 |

**City/Town of Goodyear**  
**Expenditures/expenses by department**  
**Fiscal year 2027**

|                               | Adopted<br>budgeted<br>expenditures/<br>expenses | Expenditure/<br>expense<br>adjustments<br>approved | Actual<br>expenditures/<br>expenses* | Budgeted<br>expenditures/<br>expenses |
|-------------------------------|--------------------------------------------------|----------------------------------------------------|--------------------------------------|---------------------------------------|
| Department/Fund               | 2026                                             | 2026                                               | 2026                                 | 2027                                  |
| <b>Public Works:</b>          |                                                  |                                                    |                                      |                                       |
| General Fund                  | \$ 16,406,800                                    | \$ (3,700)                                         | \$ 9,930,800                         | \$ 12,830,900                         |
| Fleet Asset Management        | 13,096,700                                       | (2,645,100)                                        | 3,857,300                            | 10,873,000                            |
| Facilities Asset Management   | 1,177,400                                        | 672,100                                            | 517,900                              | 7,408,600                             |
| Enterprise Fund - Solid Waste | 10,483,200                                       | 188,300                                            | 9,818,100                            | 10,719,500                            |
| Enterprise Fund - Bonds       |                                                  |                                                    |                                      | 30,501,000                            |
| HURF                          | 7,983,400                                        |                                                    | 7,297,800                            | 9,878,100                             |
| <b>Public Works Total</b>     | <b>\$ 49,147,500</b>                             | <b>\$ (1,788,400)</b>                              | <b>\$ 31,421,900</b>                 | <b>\$ 82,211,100</b>                  |
| <b>Water Services:</b>        |                                                  |                                                    |                                      |                                       |
| General Fund                  | \$ 3,038,200                                     | \$                                                 | \$ 2,903,300                         | \$ 3,291,000                          |
| Water & Wastewater Bonds      | 139,268,500                                      | 50,014,900                                         | 21,293,200                           | 155,836,700                           |
| Utility DIF                   | 58,368,000                                       | (54,252,800)                                       | 2,498,900                            | 4,616,300                             |
| Special Revenue               | 2,920,400                                        | (100)                                              | 2,866,400                            | 53,900                                |
| Enterprise Fund - Water       | 39,745,800                                       | (682,600)                                          | 34,084,700                           | 42,109,700                            |
| Enterprise Fund - Wastewater  | 68,789,000                                       | (2,335,600)                                        | 23,492,800                           | 100,974,100                           |
| <b>Water Services Total</b>   | <b>\$ 312,129,900</b>                            | <b>\$ (7,256,200)</b>                              | <b>\$ 87,139,300</b>                 | <b>\$ 306,881,700</b>                 |
| <b>Debt Service:</b>          |                                                  |                                                    |                                      |                                       |
| General Fund                  | \$                                               | \$                                                 | \$                                   | \$                                    |
| Special Revenue Funds         |                                                  |                                                    |                                      |                                       |
| Debt Service Funds            |                                                  |                                                    |                                      |                                       |
| Enterprise - Water/Wastewater |                                                  |                                                    |                                      |                                       |
| CFD- Trust Funds              |                                                  |                                                    |                                      |                                       |
| <b>Debt Services Total</b>    | <b>\$</b>                                        | <b>\$</b>                                          | <b>\$</b>                            | <b>\$</b>                             |
| <b>Non-Departmental:</b>      |                                                  |                                                    |                                      |                                       |
| General Fund                  | \$ 84,827,100                                    | \$ (460,200)                                       | \$ 4,872,900                         | \$ 103,337,400                        |
| Special Revenue               | 18,257,200                                       | (139,600)                                          | 9,999,600                            | 49,247,700                            |
| Asset Management              | 22,518,000                                       |                                                    |                                      | 10,828,100                            |
| GO Bonds                      | 1,000,000                                        | 775,000                                            | 1,775,000                            |                                       |
| Water & Wastewater Bonds      | 968,500                                          |                                                    |                                      | 1,527,400                             |
| Debt Service                  | 11,532,700                                       |                                                    | 18,012,000                           | 20,110,600                            |
| Enterprise                    | 29,541,200                                       |                                                    | 17,250,900                           | 33,063,300                            |
| Other Capital                 | 17,000,000                                       | 26,411,700                                         | 2,000,000                            | 17,000,000                            |
| CFD- Trust Funds              | 43,282,500                                       | 357,100                                            | 20,013,500                           | 20,902,400                            |
| <b>Non-Departmental Total</b> | <b>\$ 228,927,200</b>                            | <b>\$ 26,944,000</b>                               | <b>\$ 73,923,900</b>                 | <b>\$ 256,016,900</b>                 |
| <b>Contingency:</b>           |                                                  |                                                    |                                      |                                       |
| General Fund                  | \$                                               | \$                                                 | \$                                   | \$                                    |
| Asset Management              |                                                  |                                                    |                                      |                                       |
| Special Revenue               |                                                  |                                                    |                                      |                                       |
| Enterprise                    |                                                  |                                                    |                                      |                                       |
| CFD- Trust Funds              |                                                  |                                                    |                                      |                                       |
| Other Capital                 |                                                  |                                                    |                                      |                                       |
| <b>Contingency Total</b>      | <b>\$</b>                                        | <b>\$</b>                                          | <b>\$</b>                            | <b>\$</b>                             |
| <b>Department total</b>       | <b>\$ 1,240,703,500</b>                          | <b>\$ (37,200)</b>                                 | <b>\$ 448,008,900</b>                | <b>\$ 1,419,198,600</b>               |

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**City/Town of Goodyear**  
**Full-time employees and personnel compensation**  
**Fiscal year 2027**

| Fund                                        | Full-time<br>equivalent (FTE) | Employee salaries<br>and hourly costs | Retirement costs     | Healthcare costs     | Other benefit<br>costs | Total estimated<br>personnel<br>compensation |
|---------------------------------------------|-------------------------------|---------------------------------------|----------------------|----------------------|------------------------|----------------------------------------------|
|                                             | 2027                          | 2027                                  | 2027                 | 2027                 | 2027                   | 2027                                         |
| <b>General Fund</b>                         | <b>897.73</b>                 | <b>\$ 109,743,900</b>                 | <b>\$ 16,491,400</b> | <b>\$ 18,494,000</b> | <b>\$ 15,626,500</b>   | <b>\$ 160,355,800</b>                        |
| <b>Special revenue funds</b>                |                               |                                       |                      |                      |                        |                                              |
| Highway User Revenue Fund                   | 25.25                         | \$ 2,358,000                          | \$ 302,600           | \$ 589,900           | \$ 393,900             | \$ 3,644,400                                 |
| Ballpark Operating Fund                     | 47.93                         | 3,131,600                             | 299,600              | 560,500              | 432,300                | 4,424,000                                    |
| Judicial Collection Enhancement Fund (JCEF) |                               | 31,100                                | 8,600                | 22,200               | 9,500                  | 71,400                                       |
| Court Enhancement Fund                      | 1.57                          | 98,500                                | 13,000               | 30,200               | 14,200                 | 155,900                                      |
| Ambulance                                   | 31.00                         | 4,123,800                             | 730,200              | 644,200              | 488,000                | 5,986,200                                    |
| Grants                                      |                               | 160,600                               | 40,600               |                      | 17,200                 | 218,400                                      |
| <b>Total special revenue funds</b>          | <b>105.75</b>                 | <b>\$ 9,903,600</b>                   | <b>\$ 1,394,600</b>  | <b>\$ 1,847,000</b>  | <b>\$ 1,355,100</b>    | <b>\$ 14,500,300</b>                         |
| <b>Enterprise funds</b>                     |                               |                                       |                      |                      |                        |                                              |
| Water                                       | 53.45                         | \$ 4,976,800                          | \$ 622,900           | \$ 1,052,800         | \$ 722,900             | \$ 7,375,400                                 |
| Wastewater                                  | 51.45                         | 4,631,000                             | 594,600              | 1,111,500            | 669,200                | 7,006,300                                    |
| Solid Waste                                 | 15.25                         | 1,208,300                             | 156,800              | 326,100              | 206,600                | 1,897,800                                    |
| <b>Total enterprise funds</b>               | <b>120.15</b>                 | <b>\$ 10,816,100</b>                  | <b>\$ 1,374,300</b>  | <b>\$ 2,490,400</b>  | <b>\$ 1,598,700</b>    | <b>\$ 16,279,500</b>                         |
| <b>Community facility districts funds</b>   |                               |                                       |                      |                      |                        |                                              |
| All                                         | 1.00                          | \$ 104,400                            | \$ 13,200            | \$ 19,100            | \$ 13,100              | \$ 149,800                                   |
| <b>Total all funds</b>                      | <b>1,124.63</b>               | <b>\$ 130,568,000</b>                 | <b>\$ 19,273,500</b> | <b>\$ 22,850,500</b> | <b>\$ 18,593,400</b>   | <b>\$ 191,285,400</b>                        |





# Agenda

- Open Public Hearing for:
  - Final FY2027 Budget Adoption & Truth In Taxation
    - Staff Presentation
    - Public Comment
- Close Public Hearing
- Approve Truth in Taxation Increase of \$329,905 by roll call vote
- Special Meeting to Approve FY2027 Budget follows regular meeting



# FY2027 Budget Adoption



# FY2026 Budget Adoption **Final Budget Amount**

**\$1,419,198,600**

**Unchanged from Tentative Budget Adoption**

**May 18<sup>th</sup> 2026**



# Truth in Taxation

## Truth in Taxation

# Who gets your Property Taxes?





## Truth in Taxation

# Primary Property Tax

- State Constitution limits annual levy increase to no more than 2%
- Truth In Taxation process required per A.R.S. 42-17107
- Truth in Taxation amount - \$329,905



# Truth in Taxation

## Property Tax Rates and Levies

|               | FY2026 Assessed |                   |                  | FY2027 Assessed |                   |                  |
|---------------|-----------------|-------------------|------------------|-----------------|-------------------|------------------|
|               | Valuation       | FY2026 Levy       | FY2026 Rate*     | Valuation       | FY2027 Levy       | FY2027 Rate      |
| Primary       | 1,770,911,953   | 16,503,128        | \$ 0.9319        | 1,972,863,324   | 17,917,545        | \$ 0.9082        |
| Secondary     | 1,770,911,953   | 14,222,200        | \$ 0.8031        | 1,972,863,324   | 16,311,600        | \$ 0.8268        |
| <b>Totals</b> |                 | <b>30,725,328</b> | <b>\$ 1.7350</b> |                 | <b>34,229,145</b> | <b>\$ 1.7350</b> |

Goodyear Property Tax - \$100,000 home \$ **173.50**

Goodyear Property Tax - \$105,000 home (maximum 5% appreciation, \$8.68 per \$100,000 AV increase) \$ **182.18**

Goodyear Property Tax - \$242,406 Median Assessed Value for Goodyear Single Family Home: \$ **420.57**



## Adoption & Next Steps

# Outreach and Notifications

### • Truth in Taxation (statutory requirements)

- May 20 – News Release
- May 22 - Newspaper Ad
- May 29 - Newspaper Ad

### • Budget Schedules (statutory requirements)

- May 22 - Library; City Clerk; Website
- May 22- Newspaper Ad
- May 29 - Newspaper Ad



## Adoption & Next Steps

# Next Steps

- Take public comment on FY2027 Final Budget and Truth in Taxation
- Close Public Hearing
- Approve Truth in Taxation Increase of \$329,905 by Roll Call Vote
- Budget to be adopted in Special Meeting